

1871-028

Chancery Causes: John Wathers vs Thomas Smith & ux & al

Isle of Wight County

Folder 1

Other surnames: Goodwin,
Purdie, Pierce, Wilson,
Carroll, Southall, Jackson,
Whitfield, Wyatt, White,
Denson, [Wyatt & White], Norris,
Glasswell, Mason,
Buck, Morris, Brent,
Morrison, Adams, Clark

1845. Acta tunc
Denu in Prine m:
Smith & Co. coned
together. on ord. book

October 20th 1847
Dunlap. Co. No. 1. h. 20

Wilkes

n. 3. B. & Co.

Smith & Co.

Apr 1847.

1842 August Rules
Bill v. filed.

October. Rules 1842. Lamp.
White sp. qd. ad litem to the
infant's defense accd.

July. Rules 1843. account of infant,
by John. ad litem, filed & not exp.

Y. Dec. Rules 1842. Bill taken
for confessed debt to the adult
parties.

Y. Rules 1843. Bill for hio

Dec. Term 1843, De
for account &c.

Apr. Term 1844. acm for ac.
to. Term. " con.

May Term
ad litem. Alth

6
5
4
10
6
6
12
49
57

day of March 1842, the said Thomas Smith
being seized and possessed of the simple
of several tracts of land in said County,
with a view to defraud your orator, and
others whose claims were then in suit agt.
him, and to prevent the satisfaction of
the expected judgment of your orator, &
other creditors, in the next Superior Circuit
Court for said County in May next after
the said month of March, he the said
Thomas Smith made a deed conveying
to John Thomas Groves of Caroline and
James Smith, then of the Prov. of Dissolt,
the former a brother of the wife of said Thos.
and the latter a brother of said Thos. Smith,
two tracts of land adjoining the town of
Smithfield, since purchased of & conveyed
the one by George W. Pierce and wife, the
other by Wentworth W. Pierce & others, which
purchase of said Pierce was conveyed to
said Thomas Smith by Thos. W. Pierce, Mar-
=unt W. Pierce, Margaret Pierce and
Phebe W. Pierce by a deed recorded in
the County of Solis Wight in the year 1841,
in which said deed the males take is described
as follows: "all the aforesaid real estate lying
between the main street in Smithfield in the
County of Solis Wight and state of Virginia,"

To the Honorable Richd. B. Baker judge of the
Circuit Superior Court of law and chancery
for the County of D.C. of Wight. humbly compla-
-ining, shew to the Court, your orator John
Mitth of Alexandria, who sees or will on
his own account, as of other creditors of Tho.
Smith who may choose rightfully to
become parties to this suit; That at the
last day term of the said Court, on the law
side of the said Court, the said Mitth
recovered against the said Thomas Smith
for a debt due to him by ~~Mr. Smith~~,
the said Thomas Smith and ~~Mr. Bee~~
a judgment for \$3209¹¹/₃₃ with legal
costs on \$3100 paid thereof, on the
first day of July 1840 two paise and ¹¹/₃₃
cents of said debt. That he afterwards
went out a writ of fieri facias, on
said judgment which was returned
by Joseph B. Whitman Deputy of
Jesse Lewis sheriff of said County,
"nulla bona", all which with appen-
dix a copy of the judgment, execu-
-tion and return, herewith filed
marked A & B. are to be taken as part
of this bill, which judgment, ~~execu-~~
~~tion~~, is in full force and effect, not
reversed, annulled or otherwise vacated.
Your orator further sheweth, that some
short time previous to the rendition of
the said judgment, and while your
orator's claim was in suit, to wit, on the

that the said several tracts of land
and other estate pretended to be
conveyed by the said deed to said
Goodwin and Smith, or so much
or maybe more, he sold; that out
of the proceeds, your orator claims
with interest he paid to him with
his costs - that if the said Wilson has
a lien on any part of said property
he be compelled to close the same
and pay to your orator any money
that may remain in his hands
after satisfying any bona fide con-
veyance, that the said several tracts
of land and appurtenances and other
property or as aforesaid pretended to be
conveyed, or so much thereof as may
be necessary, may be sold, that out of
the proceeds your orator claims with
interest as aforesaid he paid him and
that your Honor will make any
other order or decree in the premises,
that may comport with Equity, &
as in duty bound he wish pray - He
prays the Courts: writ of sp. comm. and
do -

Archd. Atkinson
attd. to compel -

and the said Smith has been in the contin-
-ued use, occupation and management
of it as his own estate. The said Thomas
Smith is not in possession of any goods
or chattels known to your orator out of
which he can make his demand, and is
considered to be insolvent, and was
apprised of the fact when he made
the said pretended deed to the said
trustees that he was unable to pay
his debt - and his duty was to keep
his estate to himself and family to
the prejudice of his honest creditors -
your orator files herewith a copy of
the said deed from Tho. Smith to the
said trustees and asks that it be
considered paid hereof - And your
orator further charges, that under
the circumstances aforesaid, the said con-
veyance from Thomas Smith to for ever in
and Smith is void, against the said
judgment, and that all the estate &
title which the said Thomas Smith has
in the several tracts of land aforesaid
and the other property conveyed, is liable
to pay your orator's claim, and if in
truth the said Wilson for Carroll, has a

lien ~~on~~ on any part of the said property
it is only that which Tho. Smith aforesaid
purchased of the said Geo. W. Purdie, &
the amount of that lien must be small,
and after he is satisfied, your orator claims
is entitled to be paid and therefore if
a sale shall be made by the trustees for
Wilson of any part, he shall be compelled
after satisfying any former lien to pay
the balance if any to your orator.
In tender consideration whereof, & for as
much as your orator is otherwise with-
out remedy in the premises, he prays
the aid of this Court - In tender considera-
tion whereof, he prays that the said
Thomas Smith and Ann Marial his
wife, John Thomas for ever in & Jane Smith
Grove Wilson and Gray Carroll and
Balib Smith, Thomas Smith Jr, Mary W
Smith, Littleton Smith and Ann
Marial Smith the 5 last infants &
one child of said Thomas & Ann Smith
made defendants to this bill, and be
compelled upon their corporal oaths
to make answer to all and singular
its allegations, as particularly as if they
were here specifically interrogated to
each of them - That the said conveyance
may be declared null & void & voidable,

and executed by the said Thomas Smith
and his wife, in fraud, was without ade-
quate consideration, and covenanted, assigned
by the said Thomas Smith design to delay,
hinder, receive or defraud your orator
and other creditors of the said Thos. Smith
and to prevent the payment of his just debts,
especially that of your orator, all which
will be fully shown in evidence - in fact,
an examination of the deed alone is
sufficient to stamp upon it, fraud,
guile and collusion - upon the naked
contemplation of the provisions contained
in said deed itself, your complainant
is advised, and so charges that the said
deed is void. and your orator is
advised and so charges, that this conclusion
results still more strongly, when those
provisions are considered, in connection
with the fact of the continuous and
absolute control which said Thos. Smith
has exercised over all the property
thoroughly conveyed, or pretended to be
conveyed, from the date of said deed
to the present time - the whole tenor of
the deed goes to prove it is a fraud
and in addition to the facts aforesaid,
notwithstanding the said deed, whereby

he pretended to convey the lands, rents,
issues, profits and every thing else on the
premises to said trustees, so as to divest
himself of all ownership or title, the
said Thomas Smith has actually since
the supposed issue in this case, made
a deed of trust to one Thomas B. Southard
conveying to him, on the 30th of July 1862
to secure some debt or pretended debt due by
said Thos. Smith to said Southard, the
sum of \$293.- and to Wm. B. Adams, the
sum of \$120.25 payable next December,
all the growing crops on the farm near the
town of Smithfield belonging to the said Thos.
Smith, consisting of corn, food or, peas, &c. &c.
also all the fruit and a quantity of oats, al-
most and the following property to wit, one ox cart
and wheels, 2 mule carts, and wheels, one cutting
machine, 4 grub hoes, 5 weeding hoes, 4 ploughs,
2 axes, 1 pair iron moccas, with all the stumps
men, and chattels now on said farm not needed
also the full and free use of said farm and the
right of ingress and egress for the purpose of managing
and raising said crops and raising of the property aforesaid
- all which rights appear by exhibits thereto annexed
Your complainant and charges, that the
said Groves and Smith who are
named trustees in the first aforesaid deed
have never executed, acknowledged or
delivered the same, or given any sanction
to the same - they have exercised no
control whatever over the property

between the grove property and Pineville
(saying and reserving however the lots of
deft. Adams and Thomas, the bridge &
canalway) there along the line between
said places, according to its various angles
to the beginning, which meets and bounds
are not intended to enclose any portion of
the lot in the possession of Sampson White.
such is the description of that part of the
said Smith's real estate which he purcha-
sed from Tho. and Mentworth Pines &
the other real estate conveyed by Smith to
Governor in & Smith is after various purcha-
ses by the said Thomas Smith from
Gov. W. Pines, contains by estimation
between 3 and 4 hundred acres. Pines
purchased it from Pines & others & gave
a deed of trust to secure the purchase
money, and one George Wilson of Maryland
is the trustee and now orator is advised
that one Gray Canoll of Md. might
still hold a lien on the last mentioned
tract of land but to what extent he
is not advised. By the said deed
from Thomas Smith to Governor in &
Smith, the said Thomas has conveyed a
large quantity of household & kitchen
furniture, books, maps, cattle, hogs,

slaves, hinds for the year 1842, the provisions
then on hand, his books, a large quantity of
other property, and in view to carry out his object
which was to himself, delay, and defeat
his just creditor, the said Thomas Smith,
being a blaggard, he by said deed actu-
ally conveyed to said trustee, his clerical
servant, thereafter to be removed, all which
is pretended to be conveyed to the trustee
for the following use and purpose, that is
to say, for the use and occupation of the
said Ann Maria his wife so long as she
shall live, and for the use & occupation
of said Thomas Smith after her death, should
he outlive her, and to convey the same in
fee simple to the children of the bodies of
said Thomas and Ann living at the death
of the longest liver of them, or to the children
of such children lawfully begotten per
stirpes &c. all which with more fully and
at large appear by reference to an office
copy of the said deed hereto annexed,
marked C and which is made a part
of this bill and to which your orator
ask leave to refer the Court for a speci-
fication and description of the same
pieces of property thereby intended to be
conveyed. And your orator avers that
the said conveyance was concerted

= the creek and Pierceville, supposed to
contain seventy five acres (more or less) & bounded
as follows - commencing at the corner of a lot
sold to Woodhue said lot corner, with the
Gunn property, and Pierceville, thence down
said lot a straight line to and along the
enclosure of a lot belonging to Pitman
to his limit; thence down said lot to the main
street, thence along said main street to the
nearest corner of a lot recently sold by James
Chalmers to Dunn & Southard, saving and
reserving the several lots on this line owned
and possessed by A. Atkinson, & others, thence
with the said line of the said Southard to the
back corner thereof, thence down said
enclosure a straight line to the furthest
corner of a lot as now enclosed & owned by
the heirs of Joseph Atkinson, thence down said
lot to the street or to the furthest corner
of the purchase made by James Chalmers of
thence from said corner a parallel with
said street as the case may be to Robt.
Butler's lot, thence up the said line of said
lot to the furthest corner of his stable,
thence in a straight line by said lot stable
and along the corner of the old place
belonging to John R. Spensie, lot to the
creek, thence up the meanders of said
creek to the corner or the margin thereof

District of Columbia
Washington city } ss.

Before me a Justice of the Peace for Washington County in the District of Columbia personally appeared James M. Smith and made oath that the facts stated by him in the foregoing answer by him subscribed are true so far they depend on his own knowledge and as to the rest he believes them to be true Given under my hand and seal this 1st day of April A.D. 1843-

Thos Hampton (Seal)
JP

Wetters

m:

Smith

John

Ans. of James Smith

The Answer of James M. Smith to a Bill exhibited against him and others in the Circuit Superior Court of Law and Chancery for the County of Isle of Wight by John Withers.

This respondent saving and reserving all exceptions &c for answer unto so much of the said Bill as he is advised it is material for him to answer unto. answering says. That he admits the execution of the deed referred to in the Bill. by Thomas Smith and wife to John Thomas Gordon and this respondent as Trustees. but he denies that the said deed was executed with a fraudulent intent. or is in any wise tainted with fraud and affirming that all the charges of the complainant in that particular are false. This respondent refers to the answers of Thomas Smith and wife to this Bill and to another Bill filed in this Court against them by Thomas & John W. Pence for a full explanation of the said deed. and of the motives and considerations which led to the execution of the said deed. which this respondent knows was executed bona fide and for valuable consideration. It is true that he did not execute the said deed. but he is advised that the rights and duties of this respondent as Trustee under the said deed. upon his acceptance of the Trust. are the same as if he had executed the deed. and this respondent. therefore as he did accept the Trust and has always been ready and willing to perform his duties under it. most respectfully insists upon his title as Trustee under the said deed to the property conveyed thereby. and denies the right of the complainant to have the said property sold for the satisfaction of his Judgment. He requires full proof of all matters alleged in the Bill not herein admitted. by which his title is to be affected & pass to be hence disimpeached with his oath - without that that re-

J. M. Smith

Wethers

v s.

Smith v

Answer of defendants Thomas

Smith wife.

and repose - He was once rich as he supposed - and when he executed his deeds. he believed that his Estate was ample for the purposes for which it was conveyed - If a different result should ensue. it will by no means prove in the present times of unequalled distress and Bankruptcies that his expectations were unreasonable or unfounded - Neither of those respondents desire to retain more from the use of the creditors of the said Thomas than the amount to which the said Ann Hancock is legally entitled as a purchaser for value - The justice they earnestly hope may be marshalled by the Court ~~and~~ as mentioned by it according to the provisions of the four deeds referred to in this answer as proper for in the Bill filed by Thomas, Pender and if in this way the debt of the complainant can be satisfied. as they are not unreasonable to believe it would. they will be found ready to render all the aid in their power to effect this object -

And having fully answered this process to be done pursuant to the Court's order - Without that that be

Wm Smith
Ann M. Smith

Said Line County to wit:

Thomas Smith and Ann Hancock his wife. the respondents above named. this day personally appeared before me a Justice of the Peace for the said County. and made oath that the facts stated and set forth in the above answer are true so far as they depend on their own knowledge. and as to the rest they believe them to be true - Given under my hand and seal this 2nd day of April A.D. 1843

Albert R. Flippo



of such trifling value as to be spared by the Sheriff who
had seized all the other moveable property on the farm
to satisfy the executions which he had lived - and even the
growing crops would have been seized and sold if they had
been in a condition to invite the cupidity of buyers. - The
creditors named in the deed were William C. Adams the overseer
or manager of the farm for whose services as overseer for 1842
the debt named in the deed was due - and Samson White
to whom the said Thomas was indebted for groceries and
other articles of food and clothing for his family supplied
from time to time - as stated in the deed the greater part of the
perishable property on the farm had been lived on and the
crops growing on said farm (a corn crop) were likely to suffer
and be lost or wasted unless some provision was made for
cultivating and securing the same - The ^{negroes} ~~houses~~ ^{on the farm}
were to be sold at the ensuing Court day the 1st Monday in
August - ~~was~~ The respondent Ann Mariah and the Trustees
were ~~sent~~ of the Courts of Isle of Wight and unless some
arrangement was made immediately for completing the crop by
purchasing necessary implements horses &c. and hiring negroes
the crop would inevitably be lost and the debt of the
overseer for his services could not be paid - By an express
provision in the deed to boot and to make all the property
conveyed by the said deed was made liable for such of the said
Ann Mariah's debts as should be necessary and indispensable
in the judicious management thereof - Under these circumstances
the said Thomas anxious to save the debts for which he thought
the crops liable proposed to Samson White to purchase the
stock necessary to carry on the farm to hire negroes and

at the same time explained to him his condition and relations to
the property - that he had ~~perpetrated~~ ^{perpetrated} his intent to Trustees &
had since taken the oath of Insolvency - but that he supposed
his wife in conjunction with himself had the right to
convey the growing crops ^{by tendering her for his advances and to pay the overseer} and would do so if she were
present as it was obviously right that she should and
that he would convey them acting only as the protector
of his wife's interests and subject to her approval -
Mr White consulted with counsel to whom he supposed
the matter was fully explained - a deed was prepared
by that counsel which the respondent refused to execute
and another deed was then prepared and executed
which the respondent supposing that it was drawn so
as to express all the facts and the real intent of the
parties actually signed without reading it over - This is
the mighty matter on which the complainant seems to
rest for the proof of his grave charges - and this respondent
is perfectly willing to give him all the benefit of it - as he
showed by speaking it instantly on the records of the Court.
He is sure that it would be an idle waste of pen ink and paper
to dwell further on this point in order to show how entirely
irrelevant this matter is to the issue raised by the complainant
or the absurdity of the complainant's inference therefrom -
In conclusion these respondents again state that all the charges of
the complainant imputing fraud to these respondents or either
of them are false - That the deed sought to be impeached is
bona fide and was honestly executed for the purposes stated
therein ^{and is valid against the respondents as the complainant} - as to the respondent Thomas he desires only for himself
the liberty of enjoying his Property with a good name unquested

The complainant has not specified the acts of the respondent Thomas evidencing the continued and absolute control exercised by him over the property conveyed - unless indeed such was his object in alleging the execution since the issuing of the subpoena in this cause of the deed from the respondent Thomas to James Southall as trustee for White and Adams.

These respondents might content themselves with the remark that if the deed of March 1. 1842. which the complainant is impeaching conveyed the ^{same} property named in the deed to James Southall that the last conveyance must yield to the first and that it is a principle of law as well as of common sense that a deed valid at its inception cannot be impeached by matter in point fact - and it would be a strange injustice perpetrated in the name of Equity if the rights of the respondent Ann March. and of the creditors of the said Thomas vested by the deed of March 1. 1842. could be defeated by a deed of the said Thomas executed on the 30th day of July 1842. and after he had taken the oath of Insolvency.

The respondent Thomas will however in justice to himself explain the reasons of the execution of this deed which ~~after~~ ⁱⁿ the absence of any explanation it will be apparent could have been executed with no improper or unjust intent when the circumstances under which and the time when the said deed was executed are considered - The property conveyed by that deed consisted only of the growing crops on the farm purchased from Purdie and which by the deed of March 1. 1842 was conveyed for the separate use of the said Ann March. and a few implements of husbandry.

to wit on the day of July 1842. The respondent Thomas took the oath
of an Insolvent Debtor at the suit of Anthony Buck. of Fredericksburg
a fact proper to be known and stated if any attempt should be
made by the Complainant to impeach the deed by an original
or supplemental Bill to be filed by the Sheriff or whom his
Estate may be supposed to be vested by law. The ^{will} file
hereafter ^{in proof of this last statement} ~~Exhibit~~ ^{copies of the execution decrees} ~~Exhibit~~ ^{book}

The Complainant in addition to his general charges of
fraud, guile and collusion which he so complacently supposes
will be established by an examination of the deed alone
ventures to rely upon the continued and absolute control
and possession ^{and possession} which it is charged the said Thomas exercised over all the
property conveyed by the said deed - In the judgment of the
Complainant perhaps this will be sustained by the fact
that all the personal Estate was seized and sold under
executions issued by order of the Court of the Complainant
to satisfy judgments against the said Thomas. - His respondents
can only allege that such would not have been the application
of the said property if it had been under the absolute control
of the said Thomas. It would have remained in the possession
of the said Ann March affording her the means of domestic
comfort. The purpose to which it was legitimately appropriated
by the said deed - and the said Thomas would have been
a partaker with her in this enjoyment - He only exercised over
the said property such control as was consistent with the
~~engagement of the widow~~ - such as his relation as husband
compelled him to exercise - The property set apart by the
said deed for the use of the said Ann March was ~~that~~
such property as was supposed to be and was in fact necessary
for the domestic use of the said Ann March. to wit the
house in which she lived - furniture and servants - and
the tract of land near the dwelling purchased from Pursuant
upon which the respondents were raising a crop. So that
it is obvious that unless the respondent Thomas was to be doomed
to separate himself from his family. he must necessarily
be in apparent possession of the personal and real Estate and
manage it for the benefit of his wife and children

is the deed impeached by the complainant) assigned to the said John Thomas Gordon and James M. Smith as Trustees the property therein mentioned in Trust ~~to~~ to hold the same for the uses stated in the said deed viz for the occupation and use of the said Ann March during her life-remainder to the said Thomas for life if he should survive her-remainder in fee to the children of the said Thomas & Ann March, subject however for the event of the deficiencies mentioned to a charge for the surplus over the value of that portion of the property for which she would be considered as a purchaser for valuable consideration to wit her dower interest in other lands of her husband ^{and her absolute interest in land and tenements and in the dower estate of her husband} and the surplus was to be applied by the said Trustees to the payment of the debts and liabilities of the said Thomas specified in the simultaneous deeds.

In other words the trusts of the said deed are: 1st For the use of the said Ann March with remainder as above stated as to so much of the said property as she was equivalent to the value of her dower interest &c. 2^d as to the residue for the payment of the debts of the said Thomas specified in another deed simultaneously executed. 3^d if such debts should be satisfied and paid out of the property conveyed by the other deeds such residue to be applied to the trusts stated under the first head. These respondents aver that such was their intent in executing the said deed. They are advised and insist that such intent was fair and honest, consistent with law and Equity and that the said deed will be maintained and enforced ^{by the Court} according to this intent, which is sufficiently set forth and fulfilled by said deed & which ~~will be~~ may be deficient in legal precision and even clearness as it was

rather hastily and carelessly drawn by the respondent Thomas who conscious of the honesty of his purposes and believing at the time that the residue of his Estate was ample to pay all his debts and liabilities was perhaps too indifferent to legal precision. These respondents are further advised that if the Court shall sustain this construction of the said deed and hold the same to be valid: the Bill of the complainant must be dismissed without any inquiry into the value of the Estate which the respondent ^{Ann} March may hold as an equivalent for other interests parted with by her or of the sufficiency of the property conveyed by the other deeds to pay the debts of the said Thomas and other matters of inquiry which would be proper to be made in the suit of creditors claiming under the said deed. They also state that a suit has been instituted in the Chancery side of this Court against these respondents by Thomas D. Poole and others creditors of the said Thomas Smith suing in behalf of themselves and other creditors of the said Thomas who may choose to come in on the usual terms claiming the benefit of the said deeds executed by the said Thomas in behalf of his creditors. To which suit the said John Withers is a party defendant and which involves the validity of the deed impeached and claims the benefit of the provisions made by the said Thomas in behalf of his creditors. To which suit these respondents will do all in their power to promote so as to secure the just rights of all. They insist that if the Bill of the said complainant be not dismissed: yet that by the rules of this Court the above suits relating to the same subject matter must be tried together. These respondents would further state and shew to the Court that prior to the filing of the complainant's Bill

the said Thomas purposed to convey, in conjunction with his wife and did in fact convey all his Estate in Trust for the following ^{separate} objects: 1. To secure to the said Ann Mariah her wife ^{separate} Estate and property equivalent in value to her ^{and other property} Interest in the other lands of the said Thomas, ^{on which} she had conveyed her interest. 2 To secure the payment of all the just debts and liabilities of the said Thomas, giving preference to the debts of the said Thomas for which he was bound on his own account over those for which he was bound as surety, ~~and in the~~ of which latter class is the debt of the complainant. 3 If after securing these objects which they are advised were valid and legal considerations ^{sufficient} a surplus remained, then and then only, was it intended by the deed executed by the complainant to secure to the said Ann Mariah ^{for} ~~in~~ separate use. The whole of the property conveyed by the said deed - for it is expressly stated in the said deed "that if it should be thought by competent and impartial judges that the property conveyed by the said deed should be more than a just compensation for the donee's right of said Ann Mariah past and present. she engages to pay such charge on the premises conveyed to her by the said deed provided the property specially conveyed for the payment of the debts of her husband as therein set out prove not to be ample to that end" - from which it is manifest that in the event of a deficiency in the property conveyed by the other deeds to pay the debts and liabilities of the said Thomas, then the deed by which the real and personal Estate in Isle of Wight County was conveyed (and which

utterly groundless and untrue has pledged himself to sustain
the said charges by better evidence than his bare assertions -
a pledge rather gratuitous as without it he would have
been required by the Court to offer proof a little more
disinterested than his own Testimony. To sustain such
grave charges - as he has made the pledge however these
respondents call upon him to redeem it - ~~if~~ ^{to the world} he fails
to establish his charges let him stand forth as the convicted
calumniator - and if he succeeds these respondents are
content to go forth into the world as outcasts from the
society of the good and virtuous - Bankrupts in reputation,
as they are already Bankrupts in Fortune - The only
legacy they had hoped to transmit to their children that
dear man - ~~more precious~~ ^{more precious} than rubies will then be taken away -
There are ~~several~~ ^{important} reasons - and indeed the more important
by the sacred office which the respondent Thomas holds -
yet these respondents have no fears or misgivings as to the
result of ~~the~~ ^{their} challenge the most rigorous investigation -
the most searching scrutiny - and would sincerely regret
if ~~from the~~ ^{for} ~~the~~ ^{the} ~~technicalities~~ ^{technicalities} of a Court of Equity or
from any other cause such an investigation and scrutiny
could not be had.

These respondents affirm that the said deed so appealed by the
Complainant was executed simultaneously with three other
deeds - Office copies of two of the said deeds and the original of Exhibit
the other deed are herewith filed as Exhibits with this Answer. No 3.
By the said four deeds all the Estate real personal and of every
kind soever belonging to the said Thomas was conveyed from him
for the purposes objects and trusts expressed therein - and the
execution by these respondents of all the said deeds formed
in fact and in law - but one transaction - from an examination
of the said deeds it will be apparent to the Court that

if there be any secret lien
of his said Judgment, and by consequence the right to maintain
any longer his Bill against these respondents. They humbly insist
as they are advised to do. That by the said proceedings referred
to: the rights of the said complainant on the premises are
materially altered and that ~~any~~ ^{the} interest ^(if any) of the respondent
Thomas in the property which the said complainant is by his
Bill seeking to subject to the payment of his Judgment
can only be reached by an ^{original} Bill filed by the Sheriff of
Isle of Wight County for the benefit of the said John Withers
and that the said interest would not be subjected because
of any lien of the Judgment aforesaid but by virtue of
the statutory lien of ~~the~~ a Ca. sa. executed.

These respondents reserving this point and by no means intending
to waive the benefit thereof but insisting that the said complai-
nant has thrown himself out of Court by his failure to consent
to the discharge of the said Thomas out of custody when sum-
moned by his special Bail as above stated. will however proceed
to answer the charges in the said Bill contained.

1. They admit the execution of the deed referred to in the Bill
to John Thomas Gordon and James M. Smith. It is however incorrectly
stated in the Bill that the said Thomas was seized in fee
simple of both of the tracts of land conveyed by the said deed
as is apparent from another part of the Bill wherein it
is truly stated that the said Thomas purchased one of the
said tracts of land from George W. Purdie and wife subject to
the lien of a deed in Trust conveying the land to George Wilson
as trustee for Brasfardell to secure a debt due said ^{Remain of} Canoll
by the said Purdie - and here they would beg leave to state that
since the filing of this Bill to wit on the 3^d November last the said

tract of land so purchased from Purdie and wife for which the
said Thomas was to pay \$4000. including the debt to Canoll.
has been sold under the deed of Trust to the said Wilson
and purchased by Robert B. Whitefield and that the balance
in the hands of the said Wilson after satisfying the Trust is
only \$ ^{as will be seen from his answer filed to this}
Bill - And in this connection these respondents would further
state and shew to the Court that all the personal Estate
conveyed by the said deed even the bed on which they resided
has been most illegally seized under executions issued from
the law side of this Court in favour of Wzatt and White
and ^{Deacons} on judgments recovered at the same time
with the Judgment of the complainant and sold as well
appears by Exhibits here filed - So that of all the property
conveyed by the said deed the tract of land purchased from
Thomas Perin & others known as the Grove Property and the
small balance in George Wilson's hands only remain as subjects
of controversy in this suit.

Ans 2

2. But these respondents most solemnly and emphatically
deny "that the said deed was executed with a view to defraud
the complainant and other creditors of the said Thomas whose claim
were then in suit against him or that the said deed was executed
and executed by them in fraud and was without adequate con-
sideration and designed to delay, hinder, deceive and defraud the
said complainant and other creditors of the said Thomas and to pre-
vent the payment of his just debts especially the debt of the
complainant or that there is any fraud, guile or collusion con-
nected with the said deed" all which is charged by the
complainant in his Bill. who as if to give colour to charges

The Joint Answer of Thomas Smith and Anna Maria his wife to a Bill exhibited against them by John Withers in the Circuit Superior Court of Law and Chancery for the County of Isle of Wight.

These respondents saving and reserving all exceptions for the errors or in said Bill contained for answer unto so much of the said Bill as they are advised it is material for them to answer unto answering say, that the said John Withers did recover against the said Thomas the Judgment exhibited with his said Bill and that an execution of five pounds on the said Judgment was returned "Nulla bona" as charged in the Bill. But these respondents would here shew to the Court and charge, that since the filing of the Bill of the complainant, to wit on the seventh day of December last Your respondent Thomas was surrendered by his special Bail in the suit brought by the said complainant on which the Judgment aforesaid was rendered, to the Sheriff of the County of Isle of Wight and due notice of the said surrender given to the Attorneys of the said Withers, and that the said respondent Thomas being then in custody of the said Sheriff discharged himself thereof by taking the oath of Insolvency as authorized and provided by the Act of the General Assembly in such case made and provided. They file herewith the evidence of the said surrender, notice and discharge, as Exhibits with their answer.

And they submit to the Court, therefore whether by the said discharge as an Insolvent debtor of the said Thomas, under the said proceedings, the said Complainant has not lost the Lien

Wetters 3
n: 3 Capias.

Smith

Ans. of Mrs. J. Gooden

The separate answer of John Thomas Goodwin to his bills of
complaint exhibited ^{against} him and others ~~firstly~~ in the Superior
Court of Law and Chancery for the county of Isle of Wight
1 by John Withers 2 by Thomas R Pierce and Newtworth
W Pierce for themselves and others.

This respondent saving and reserving all exception &c for
answer to the two bills of the complainants or so much
thereof as he is advised it is material for him to answer
saith that he has all along and still is disposed to do any
thing and every thing that may promote the interests of
his sister Ann Maria Smith provided it will not draw
too much trouble or expense. But as this respondent has
always been accustomed and cherishes a retired life
in private that another trustee may be appointed in
his stead, feeling assured as he does that others can
fill this character ^{of trustee} more confidentially than himself
that he can promote ^{his sister's} interests in other ways
^{insisting on the fact that who is interested for his sister & the aim of settlement of just of himself}
more effectually than this. Denying all fraud and con-
fusion & all suspicion or belief of any injury to the
answers of his co-defendants for the ^{truth} facts in the con-
veyance he prays to be dismissed with his costs.

John T. Goodwin

Caroline County, to wit

John Thomas Goodwin, The respondent
and also named this day personally appeared before
me a Justice of the Peace for the county aforesaid
and made oath that the facts stated and set forth
in the above answer and true so far as they appear
on ~~this~~ own knowledge and as to the rest he believes
them true. Given under my hand and seal this 2nd day
of April 1843

Albert R. Flippo Esq

Wm. Smith
n. 3

Jan. 1843

Smith

at

3 Juffs. answer

Withers Vass.

1843

Jan. Ruth file

The Answer of Caleb Smith, Thomas Smith jr. Mary W.
Smith Littleton Smith and Ann Mariah Smith infants
under the age of 21 years by James White their Guardian
ad litem appointed by the Court to defend them in the
suit to a Bill filed against them and others in the
Circuit Superior Court of Law and Chancery.

for the County of Isl. of Wight by John Withers.

These respondents, answering as aforesaid
by their said Guardian ad litem say, that being
infants of tender years, they can neither admit
or deny the allegations of the said Bill but
can only submit the protection of their rights
in the premises to the Court who well, they are
advised require full proof of every fact
by which their interests are to be affected.

J. White

Milson

and

with

an

file by
Jeff. Constant

A. C.

With the Judge of the Circuit Sup. Ct. of
Law and Ch. for Md of Wight -
The answer of Geo. Wilson to the Bill
of complaint in the said Court exhibi-
-tited against him and others by
John Withers - This draft for answer
says it is true he is the trustee in or
owner of trust made by Geo. W. B. in
some years ago to secure a debt
due to friend Dr. and sister Francis
to Mary Carroll. That he has sold
the land or a part thereof, the
return here with his statement of his
transactions, with a petition
to the Court that the overplus be
a bond of No. 11 Whitfield's balance
of the purchase money, may be dis-
-posed of by the Court - He files
with his said petition & this
answer, the bond aforesaid, &
is willing that the Court should
make any disposition thereof
it may choose saving him from
any loss or damage, & having
answered he prays to be
dismissed with his costs &c.

Executed on James M Smith July 6th
1842 and on Thomas Smith & Ann
M Smith July 23rd. 1842

Wethers

as:

} 5 pr: in Chy:

Smith & R:

To August Rules 1842.

This sp: is to be executed
on the adult parties
alone f. Pth. or det.
W. P. Smith & R

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU to summon *Thomas Smith, Ann M. Smith, John Thomas Goodwin, James Smith, Caleb Smith, Thomas Smith jr., Mary W. Smith, Settlement Smith and Ann Manah Smith; the last five infants,*

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 *August* next,

being Rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *John Withers* - *And that they shall in no wise omit under the penalty of \$100 each -*

and if *they* shall fail to answer the Bill within ^{*two*} ~~four~~ 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 YOUNG, Clerk of our said Court at the Court House, the *6th* day *July* 1842
~~1837~~ in the *6th* year of the Commonwealth.

N. Young Clk.

Not found
Woodson Wright Ds
For
Daniel Turner Shff
of Caroline County



The Commonwealth of Virginia to the Sheriff of the
County of Caroline, Greeting: We command you
to summon John Thomas Goodwin 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
August next being rule day, to answer a bill in Chancery
exhibited ^{Thomas Smith and others} against him by John Withers. and if he
shall fail to answer the said bill within two
months thereafter, the Court will take the said bill
for confessed, and proceed to decree the matter thereof
accordingly, and then he shall in no wise omit
under the penalty of \$100. And have them there this
writ. Witness Nathaniel P. Young Clerk of aforesaid
Court at the Courthouse, the 6th day of July 1842
in the 07th year of the Commonwealth.

N. P. Young Clk.

Wichus

" 2/4 pen
Smith

To be entered

2/4 B.

Entered

Withers Smith & Co.

The op. in this case having
been only executed on the deft. pray cause
and the bill filed more than 2 months
and he still fails to appear & file
his answer, on the motion of the
complainant by his counsel the bill
is taken for confessed as to him and
the cause comes on to be heard as
to the other defendants on the bill, answers
applications and exhibits filed, was
argued by counsel; on consideration
whereof the Court with adv. found
and decree that a com. of this Court
take an asc. of the value of the above
interest ~~and~~ relinquished by the deft.
Ann Maria Smith wife of the deft
Thomas Smith in the several tracts
of land mentioned in ^{one or more} deeds of
conveyance bearing date the 1st March
18th 2, made by the said Thomas Smith
his wife Ann Maria and referred
to in the process, in this cause,
as also the value of the tract of land
to which the said Ann Maria
was entitled in her own right &
refuse to in the proceedings, make
upat for

Withers
vs ³ Copy Secrec
Smith & others

for
A. Atkinson Esq.

At a Circuit Superior Court of Law & Chancery continued
held for the County of Isle of Wight on the 13th day of Octo: 1843.

John Withers

Att:

against

In Chancery

Thomas Smith & Ann Mariah his wife, James M. Defts
Smith, John Thomas Goodwin, Thomas Smith jr.
Mary W. Smith, Silvester Smith Caleb Smith &
Ann M. Smith - the last five infants by Sampson
White their Guardian ad litem, George Wilson &
Gray Carroll

The Subpoena in this cause having been duly executed
on the Defendants Gray Carroll & the bill filed more than two
Months & he still failing to appear & file his answer, On the motion
of the complainant by his Counsel, the bill is taken as confessed
as to him, & the cause coming on to be heard as to the other Defen-
dants on the Bill, answers, replications and exhibits filed,
was argued by Counsel: On consideration whereof the Court
doth adjudge, order & decree that the Commissioners of this
Court do take an account of the value of the dower Interest
relinquished by the Defendant Ann Mariah Smith Wife of
the Defendant Thomas Smith in the several tracts of Land
mentioned in one or more deeds bearing date the first day of
March 1842. made by the said Thomas Smith & his wife Ann
Mariah & referred to in the proceedings in this cause; as
also the value of the tract of Land to which the said Ann Mariah
was entitled in her own right & referred to in the proceedings -
& make report thereon to the Court

Attesty Test

J. P. Mills DC. 1846

Attesty Test

Barth. Lightfoot Comr.

Wetters
is
Smith

No. decree Oct. term
1847. 7. Taylor

Continued

Wethers
Smith

The defendant Thomas Smith having departed this life intestate and the Scire facias against John J. Jackson Administrator of the said Thomas Smith having been returned duly executed on motion of the Plaintiff by his attorney it is ordered that the suit be revived against the said John J. Jackson administrator of the said Thomas Smith deceased and stand in the same plight and condition as it stood against his said intestate. ~~And the cause comes on this day to be again heard on the papers formerly read the order heretofore made herein for bringing this cause on with the cause of Peirce vs Smith and others being set aside but the~~
Report of Commissioner Dightfort taken and returned before in pursuance of an interlocutory decree made in both of said causes being considered as a part of the record in this cause as well as in the other cause now argued by counsel. On consideration whereof the Court being of opinion that the Deed of Trust executed by the defendant Thomas Smith and wife recorded in the County Court of Isl. of Wight and referred to in the proceedings is a bona fide and valid deed. and that the Plaintiff has no lien upon the property thereby conveyed or the proceeds of sales thereof as against the defendants and the creditors of the said Thomas Smith who proved their claims before the Commissioner doth ^{each party paying their own costs} ~~order that the~~ ^{order that the} ~~Plaintiff be dismissed~~ ^{that the} ~~and that he pay to the defendants their costs by them~~ ^{about their suit in this behalf expended.} And it is further ordered that the Bond of Robert H. Whitfield filed with the answer of the defendant George Wilson be withdrawn by the Clerk and ~~being~~ ^{be} filed with the answer of the said George Wilson filed in the suit of Peirce vs Smith herein above referred to.

Witcher

7 July
Smith &

notes by HFF
also for the
Lange

see Kaley &
Lange 1 Aug 2 140
to show first part
is part to the
city's side -

1 Loma Regt 302
that is doing so
not over a part

see Kaley & Lange 140

1 Loma Regt 302

for an m. Loma 284 - 2 Loma

3. Johnson ch. Report - 800 -

The counsel for the plaintiff contends, that the deed from Thos. Smith to Goodwin Smith for the use of himself, his wife and children is void as a fraudulent conveyance - This is merely a voluntary conveyance after marriage many years, & certainly intended to hinder, delay, defraud the creditors. When it was executed, Smith the grantor was largely indebted to the plaintiff and to others, and was known to be insolvent. He soon thereafter took the oath of insolvency. Being aware of his inability to pay his debts, he assigned by the deed to secure an estate for life to himself, or such or assigns, to his wife and children - ~~It is a well known~~ fact to secure the best title to the land.

It is true that if a wife agrees to relinquish her dower on a promise by her husband to make a settlement for the benefit of herself and children, such settlement will be good and effectual. The same subsequent to the relinquishment but if a consideration of the settlement has disappeared before the contract of the settlement, then must be clear proof to establish the contract and the settlement must appear to have been made in execution of it - Blown, de la Haye & Wright. The recital of a contract in the settlement is no evidence in support of the contract against the claims of creditors upon a bill filed to impeach such settlement. In this case it may not appear that the wife has even relinquished her right of dower in any lands - 2 Robt. Rep. 16-17. 1847.

The great question here is, is this deed fraudulent? was it made, and contains of malice, fraud, covin, collusion or a trick to the intent or purpose to hinder, delay or defraud creditors of this just debt, factious, or is it a voluntary deed - if either it is void, it shall be set aside - The facts attending the execution of it - the insolvency of Smith the grantor at the time he made the deed - the words of the deed, all go to show that a fraud was designed to be perpetrated.

The fact of Thos. Smith taking the oath of insolvency after when his bail seized him up, and of his taking the oath of insolvency under a case after the plaintiff's judgment Court of the plaintiff's claim, viz. some \$302.25 Sept 22d 1847. The trustee in the deed from Thos. Smith to secure the purchase money of the land bet. of Goodwin, has sold & satisfied the trust and the plaintiff's claims to the extent - the to the balance in his hands - The plaintiff also asks the Court to set aside the deed from Thos. Smith to Goodwin & Smith for the use of himself & family, and to secure a sale of it to pay the plaintiff & the balance to be held in the Court to pay other just creditors.

Ought not an appeal to be taken by a creditor of other just creditors in Thos. Smith's? Benjamin recovered just before this bill was filed but the chief part of his claim was satisfied out of the personal estate conveyed by the said fraudulent deed - but the balance remains ought to be paid out of the sale of the land conveyed.

A. A. Thiering Esq.

In this deed of conveyance there are the most obvious badges of fraud - 1. The conveyance is too general for it includes every thing - it is too special in including a transfer of his clerical services - 2. The vendor remained in possession & actually conveyed the growing crop & many other things afterwards to himself in trust! 3. It was made before the plaintiff's suit & Smith is a provision for the vendor.

William Smith &c

This suit is on behalf of the p^{er} & j^{ud},
creditor of Smith, who sent out a bill
that was returned nulla bona - then
sent out an eligit without success &
his j^{ud} is yet unsatisfied - the s^{er}ts. Smith
was the owner in fee of ² valuable tracts of
land in Isle of Wight County - one he
purchased from Geo. W. Pendie & gave a
note of trust to secure the pay^t of the
purchase money - that has been sold
by the trustees Geo. Wilson, under the same
trust and a balance of \$300 &c per^o
remains in his hands subject to the order
of this Court, there is a party in this cause
- the other tract of land was purchased by
Thomas Smith from the same tract of land
in which purchase money, Smith
transferred by assignment to them several
bonds &c of W. Smith, rec^d -
but the p^{er} retains no lien -
The p^{er} instituted his suit ag^t Thomas
Smith about Jan^y 1862 and obtained
judgment at the s^{er}ts. in May 1862 - In the
mean time, to wit, March 1862, pend-
- is said suit, the Smith then being
indebted to the p^{er} & others in large sum
made a deed to John Thomas for securing
and family, the Smith, the brother of his
wife and of himself, whereby he purports
to convey to said trustees for the benefit
of himself for life, for his wife & children
all the said real estate, his personal
estate, & even his future clerical services
(he being an Episcopal clergyman);
the deed was signed & acknowledged by the Smith
his wife but never signed or ^{acknowledged} ~~proven~~
by the trustees or either of them (a copy is
filed with the bill) and the p^{er} comes
into Court to ask that said deed be set aside
as a postnuptial settlement void as to
him & the p^{er} creditor, although the Bill -

Arthur

Smith

La Rue

Baker

= as satisfaction - on 11th Jan 1831 '32 page 27 - ch. 28 - . The legisla-
-ture could never have intended that
this act, was to enable the bail 'to
escape the lien of the p^lff: upon the
debtor's lands - It was designed to give
aid to the debtor by enabling him to
get out of jail - it says he may dis-
-charge himself in same way, or if under
a c^o - but it does not say, the dis-
-charge shall have the same effect
to discharge any lien &c. & the Court must
not construe it, so as to defeat the
p^lff. of the creditor. - To discharge him-
-self from custody, the def^l. must
must give notice that he intends to
take the oath of insolvency &c. -
I refer the Judge to the observation of
the Reporter page 187 - 1 Nov. practice

A. Alkin

lien to upon the lands, to which
the creditor was looking for part
of his demand - It would be mani-
-fest injustice and oppression,
and if allowed, the debtor can, at his
will and pleasure, give at the lien of
a just creditor. - 1 Lomax 302 -

It is said that the lien of a creditor
will not overreach rights acquired
otherwise than by sale, conveyance or trans-
-fer of the debtor charges in execution.

With this, does not charge himself in
execution when his bail secured
him. - It can now be considered
that the debt is in ^{execution} ~~custody~~ when sold
up by the bail, unless he is prayed
in custody, and when prayed in cus-
-tody, the debt under the law could
take the insolvent's oath -

When a sum of money after judgment is made in
Court, if the plaintiff or his attorney do not
pray the debt in custody, he will be
discharged forthwith, and in that case
a case can afterwards open -

In reference to the act of 1832 upon
which the debt relies as a discharge, -
it says, whenever a principal
shall be removed by the bail after
judgment it shall be lawful for such debtor
to discharge himself from custody
by taking the oath of insolvency, in
like manner, subject to the same
regulations as are prescribed in cases
where debtors are taken under a copy

Withers & Smith - It is contended by
Mr. Taylor for debt: that altho poss
received his just in debt & that just
before the lands, got up as bank
levied a cora after wards upon the
debt. Smith the more out of jail,
Smiths claim under the surrender,
over reached the just of Withers -
on this point see Foreman's Lloyd
2d Leigh 28th - IV. Lomax's report
303 303. - Rogers' Mass. 4d Leigh 425.

Mr. Taylor, says, that after Smiths had
just and while it bore the lands
of the debt, he was sold up
to the debt: by his bail, and he is
prayed in custody, Smith took
the insolvent oath, and that
fact destroyed the lien of Withers.
We turn that the lien created by the
judgment upon the debtors lands is
destroyed, when the creditor, by his
own act, deprives himself of the
right to sue out a writ; the
lien is destroyed by the levy of an
execution on the body of the debtor,
in favor of the just creditor, &
his discharge under the insol-
ent oath; but the surrender by
the bail was an act, over which
Withers had no control - He
did not pray Smith in custody,
and the acts of the bail &
the debt: surely can't destroy the

Purice v. Smith
&
Withers v. Smith.

Notes of
J. Taylor.

Notes of
J. Taylor
v. Smith
v. Smith
v. Smith

proof before Commission of the value of other choses in valuable
interests conveyed by present deeds and of any agreement
between Thomas Smith & wife. But ~~it~~ ^{the} ~~deeds~~ ^{map} should be compensated
for such interests - The Commission also to enquire into the disposition
of the property conveyed by Smith & wife to Gordon & Smith -
and by whom the same is now held & ~~whether~~ ^{whether} to enquire
report such other matters as may be pertinent -

The Commission of the debts now due by Thomas Smith & wife to the said of the said

The Plaintiff claims an equitable lien.

This is admitted by the deed to Gordon & Smith & by
the answer of Smith & wife -

As Mr. Smith will have the right if this lien should be
imposed to a compensation out of the other property and
as the other creditors of Smith may be interested in resolving
this lien it ~~may~~ ^{will} be proper perhaps to leave the decision
of this question until the other creditors make themselves
parties to the suit & the accounts are reported -

Pence & others

v. S.

Smith.

The Plaintiffs are creditors of Thomas Smith, for the purchase money of a certain tract of land in Isle of Wight called the Grove Property - Smith & wife have executed by several conveyances all of the date of March 1. 1842 -

One of the deeds conveys this Grove Property to Trustees for the benefit of his wife & children, for valuable consideration & not relinquishment of wife's dower: by deeds simultaneously executed - subject however to a charge for the expenses - for benefit of creditors, provided for in the other 3 deeds - and subject to all equitable legal liens on the property -

The Plaintiffs are provided for in the other deeds. Mr. Withers, a Judgment creditor of Smith, has filed his Bill in this Court, to set aside the deed conveying the property in Isle of Wight, on the ground of fraud, & to have satisfaction of his Judgment, by sale of the whole of the Grove property - He is made a party defendant to Pierce's Bill - and has filed his answer -

The Plaintiffs and Withers are only in conflict as to the property in Isle of Wight - conveyed to Gordon & Smith as Trustees -

As to the other matters involved in Pierce's Bill, there is no opposition - the prayer of the Bill in relation to those matters being answered to by the defendants by their answers -

The Plaintiffs desire an immediate sale to be made of the property conveyed by the deeds recorded in this Cause. In Shute, Carleton & Westmoreland -

The sale to be made by commissioners, who shall be also authorized to collect the dolls apportioned by Smith -

On account of the Plaintiffs demand ~~and~~ Smith admits to all other creditors of Smith to prove their demands - The Commissioners to inquire into the value of the consideration of the deed to Mrs. Smith & not the value of her dower interest ^{in other property} conveyed by the deeds, & simultaneously executed & of her interest in the Isle of Wight property & with liberty to ^{affine} ~~proceed~~

1. The Court of Chancery will not suffer a Trust to fail for want of a proper Trustee - and therefore if a Trustee refuses to accept a Trust, the Court will interpose and either appoint a new Trustee or take upon itself the execution of the Trust.

2. *Madellhan*. 162

1 *Lomax*. Dyent 259.

2. Lien of Vendor for purchase money.
see Doctum last term.

1 *Lomax* p 216-19.

2 *Sting* Equity 480.

3 *Rush* p 488 - 3 *Eng. Conv. L.* 495.
Winter v. Anson

3. Lien good against Judgment creditors of Vendor.

1 *Lomax*. 219

2 *Sting* 481.

4. But in this case if conveyance good. Withers ^{judgment} does not affect the Lien - and the question as to Lien of purchaser is narrowed down to a question between senior & those claiming under the deed.

But the deed expressly recognizes the Lien of Vendor.

and the answer about it

4. Withers Lien now. is by operation of Law. ~~the~~ the claims under the involved Law & the authorities are exp. but the Vendor's Lien must prevail. Winter v. Anson

5. Bonds & their debts, may in many cases
be good in part & void for the residue
where the residue is founded on
illegality, but not when the
is a doctrine well founded in common
law & has been recognized from a
very early period.

Pigott case 11 A. L. J. 276.

It is settled law at the present
day, in all cases where the different
covenants or conditions are severable
and independent of each other
and do not import natural law
U.S. vs. Marley 50 Peters 361

Quarles v. Day. 4 Mass 257.

If the wife relinquish her right of dower in other land - in consideration of a conveyance of other property. The value of such dower might be saved to her - in opposition to the claim of her husband's creditors.

Where the deeds are simultaneous or executed about the ~~same~~ same time, the receipt of the debt is evidence of the contract.
Blair v. Magwood. 2 Deed.

Blanton v. Taylor. Gilmer 209. - The participation of wife in the fraud of her husband. will not impair her rights.

Provision in lieu of dower will not be disturbed as fraudulent as far as it is only equivalent to dower.

Smith

ad. 9.

Withers

Perce

63

Smith

October 1843

J. Taylor

with for the excess in value over the actual considera-
tion. to the payment of certain specified creditors.
in case of a deficiency of other assets.

If there was no deficiency he had a right to convey.
if there was then he has done exactly what a Court
of Equity would have done for him if he had done
otherwise. except that the Court would in the
case of mortgage have charged and appointed that
surplus to the most diligent creditor -
and in the event would execute the Trust
according to the deed.

So that no question of adequacy of consideration
or imputed fraud for inadequacy. Can
here arise.

IV. The surplus of the sale of Wright lands.
after satisfying the trusts - i.e. the
Equity of redemption is conveyed by the King.
George's deed.

Should this deed be recorded in the office of Wright
to pass an effective title against judgment
creditors; if it should be supposed that this
intent is not fully executed by the deed recorded
in the office of Wright's Court.

V. There is no difference in equity between
charging the land with the payment of
debts and conveying them specifically
in trust for their payment.

VI. By the discharge of the debt as an
incumbrance when evidenced by his Bond.
whether lien as a judgment creditor is
gone - and his right to maintain the
present debt lost.

VII. The Rule should be described absolutely
of the admissibility of value and whether compelled
to come in under Prior's Rule of the Chancery

VIII. The fulfilment of the payments under
1847. Rule as is general of the deed.
But this was done because all the
bonds were payable in 1847.
But this would not make the deed void.

IX. People of Estate until 1847. to be applied
to debts

X. Judges in all cases have endeavored to support
deeds. at very major valued and to
draw a consistent intention from their own
by transposing words.
Lord Hobart takes notice, with due commen-
dation, that the Judges have been curious
& almost subtle to invent reasons to
support the just intent of the parties.
Hob. 277. Cro Jac 71. 1 Eden 219

XI. Bank of the S. v. Lee. 13 Peters 108.
Take this case up with me. as it is valuable on
many points

XII. See. Swain v. Buntam 6 East 257 - of which
see. Judge Tucker's reference in 11 West 1293
for an example of the great caution of the
courts even in permitting juries to infer facts
notwithstanding the occurrence of circumstances
the most strong & persuasive.

XIII. See v. W. Bank. 9 East 200.
Take this case with me

Withers.

Smith

- I. A conveyance by a husband to Trustees for the benefit of his wife, in consideration of her relinquishing her title of dower in other lands, is to the value of such dower, valid against the claims of the creditors of the husband.

4 Murph. 251. - 6th ed. 1. 1 Gilmer. Reports 209. 1 Rand 219. 2 Rand. 563. 2 Brock. R. 310. - 2 Somers. Digest 333. abridg. on marriage Settlement. 161 vol 27. Law Library

And the same consideration will support settlement limitations in favor of the children. ibid p. 163.

- II. The consideration should bear a reasonable proportion to the thing settled - ibid - p. 172. quoting Lord Eldon's opinion in Lady. Arundel v. Phipps 10 Ves 129.

Great inadequacy of consideration may be considered as affording an inference of fraud.

The statute of frauds in N. C. does not extend to conveyances made on valuable consideration in good faith. Therefore, a conveyance to Trustees for benefit of wife, in consideration of relinquishing her right of dower in other lands, for the payment of her husband's debt, altho' the value of the right of dower is only about a third of the value of the land conveyed for her benefit, yet such conveyance is not absolutely void, but in a Court of Law, must be adjudge to be valid. Ch. J. Marshall. 2 Brock. R. 370. A Court of Equity would consider such a debt as being held in trust for the wife, only to the value of the dower she has released - and for the creditors as to the residue - ibid - But

555 - This is the very thing proposed to be effected by Smith's debt. In the expressly charges by his debt of legal debt. The property conveyed to his wife

Withy
2 Kent 163
in Kilmarnock
174-

Smith &

Learn from
the Lays

If the deer be good
at all, in support
of the wife, it is
only good as far
as the husband's share
actually produced
during his life
the year -
on 11th Sept.
Kilmarnock 174
475

Liability is reserved to the infant
defendants, to show cause, if any
they can, ~~in a year~~ against this
order in a year after they shall
respectively arrive to the age of
21 years.

~~shall become necessary - if the purchase
money shall be more than suffici-
ent to pay the expenses of the sale
and the fees: and, the Court
will bring the balance into Court
subject to further order -~~

~~And a Court of this it.~~

~~And liability is reserved to the infant
defendants to show cause after the
order if any they can, in a year
after they shall respectively arrive
to the age of 21 years -~~

3 The lands conveyed to Thomas Smith one of the defendants, by Thomas St Pierre Montworth St Pierre, deponent Pierre & Philbe J. Piercy, and dated the first day of December 1850, and recorded in the office of the County Court of the State of Virginia, which lands are described in the deed as follows - "all the real estate lying between the main street in Smithfield (in the County of Albemarle and State of Virginia) the creek and Pierceville, supposed to contain 75 acres, more or less, and bounded as follows, commencing at the corner of a lot sold by Roda and said lot corner, with the grave property and Pierceville, thence down said lot a straight line to and along the enclosure of a lot belonging to - pitman to his line, thence down said lot to the main street, thence along said main street to the nearest corner of a lot recently sold by James Chalmer, to James H. Southall, saving and reserving the several lots on this line owned and possessed by A. Atkinson & others, thence with the side line of said Southall to the back corner thereof, thence down said enclosure a straight line to the farthest corner of a lot, now enclosed and owned by the heirs of Joseph Atkinson, thence down said lot to the street, and to the farthest corner of the purchase made by James Chalmer, thence from said corner a parallel with said street as the case may be, to the lot, thence up the said line of said lot to the

4 farthest corner of his stable, thence in a straight line by said stable and along the corner of the do pale, belonging to John R. Spensie, lot to the creek, thence up the meander of the said creek to the corner in the diagonal thereof between the poor property and Pierceville (saving the saving however the lots of Miss Adams, and Thomas the bridge and causeway) thence along the line between said places according to its various angles to the beginning, which said lots and houses are not intended to embrace any portion of the lot in the possession of Sampson White", and out of the proceeds of the sale, pay, first the expenses of the sale &c. and then pay to the plaintiff John Withers, his debt, in full & cert. of said debt. liberty is reserved to the plaintiff to apply to this Court for further relief against the defendants in this cause, or either of them, if it shall become necessary - should the purchase money be more than enough to pay the expenses of the sale and the demand of the said John Withers, the said Court will bring the balance into Court, subject to its future orders

in the County of Blad. Wight, is fraudulent and
his also of opinion that the p^lff. is entitled
to be paid his demand out of the real estate
of the said Thomas Smith & Co. as aforesaid
fraudulently conveyed, with a d. or d.
and that the said demand is due,
and that unless the defendants, or some
on for them, do, within 90 days after the
adj. of this Court pay to the p^lff.
John Withers \$3209. 93 with interest
thereon at the rate of 6 per centum per
annum on \$3100 from the 1 day of
July 1840 till paid and \$7. 99 cent
and likewise the costs by the p^lff.
incurred in prosecuting this suit
And the Attorney who is for that
purpose appointed a Commissioner
having given them such public
notice in some New paper pub-
lished in the City of Richmond
and also by advertisement
at the door of the Court House of
Blad. Wight County, do sell to
the highest bidder for Cash

(Amory)

John Withers, Thomas Smith, Anne de
Smith, John Thomas, Goodwin, James
Smith, Balch Smith, Tho. Smith jr.
May 11 Smith, Littleton Smith and
Anna Maria Smith, Testamentary

This cause (in which the bill is
taken for confessed as to the defendants
Thomas Smith, Anne de Smith, John
Thomas Goodwin and James de Smith
on whom the subpoena appears to have
been only executed and the bill filed
more than 2 months, and who still
fail to appear) came on to be heard
on the bill, the answer of the infant
defendants Balch Smith, Tho. Smith
jr. May 11 Smith, Littleton Smith
and Anna Maria Smith, applica-
tion, charts, exhibits filed, and was
argued by Counsel; on consideration
whereof, the Court being of opinion that
the deed (a copy of which is filed as an
exhibit in this cause and marked C)
~~was~~ made on the 1 day of March
1842 by Thomas Smith and Anne de
Smith his wife, two of the parties to
this cause, and admitted to record
in the Clerk's Office of the County Court
of Isle of Wight on the 26th of March
1842, to John Thomas Goodwin and
James Smith, conveying an open
thing, two tracts or parcels of land
adjoining the town of Smithfield
and purchased of and conveyed the
one by George W. Pender and wife, and
the other by Menlevorth W. Pender

Opinion of Conway Robinson
for the trustees of Wyatt &
White

in a deed conveying the lands. The court of appeals held that the property settled on the wife was liable to the execution of the judgment creditor and that a court of equity ought not to restrain him from proceeding to make his debt out of the same.

Now for the facts would sustain or invalidate the present deed upon the principles which I have stated, I have not the means of determining. The deed itself is certainly on its face a rare document and promotes on its face no slight evidence that it was made and contrived of fraud, with the intent or purpose to delay, hinder or defraud creditors of their just and lawful debts. And if the evidence shows the deed should comport with that judgment on its face, it would be deemed void as to creditors.

While I have not the materials before me to justify a definitive opinion, I may say that I have a strong impression that a creditor having an execution for a debt due to himself would run very little risk in indemnifying the sheriff and having a sufficient quantity of the personal property conveyed by this deed, levied upon and sold.

But this is ^{perhaps} rather more than can be reasonably expected of the kindness of Wyath and White. And as it regards them personally, it will be safer to proceed by bill in equity.

I have little doubt that one course or the other ought to be taken.

Con Robinson

June 27 1842.

A copy of a deed from Thomas Smith and wife to John Thomas Goodwin and James Smith dated the first of March 1842 and admitted to record in the Office of Sale of Wight county court on the twenty sixth of the same month has been laid before me. It recites that Anna Maria Smith the wife of the said Thomas "both heretofore relinquished her right of dower in sundry estates sold by the said Thomas under the promise and assurance of ample compensation in the event of such a contingency as has now arisen and both agreed further to relinquish all her right of dower in all the estates of her husband," provided there be settled on her in the manner mentioned in the deed, the property specified therein. ~~And~~ If the deed can be sustained at all against creditors, it can only ^{be} because of the consideration there recited.

It has been adjudged that if a wife agrees to relinquish her dower on a promise by her husband to make a settlement for the benefit of herself and children, such settlement will be good, though made subsequent to the relinquishment. Taylor v Moore 2 Rand. 563. But where much time has elapsed between the alleged contract and the settlement, there must be clear proof to establish the contract; and the settlement must appear to have been made in execution of it. Blow v Maynard 2 Leigh 29. The recital of the creditors seeking to impeach it. S.C.

So far then as the present deed requires support from the alleged promise and assurance made at the time of former relinquishments, there must be to give it that support. ^{clear proof} If such promise and assurance having been made at that time. Upon such proof, the settlement may be sustained so far as it does not exceed the value of the dower interest for which it was substituted. If however the value of the property settled on the wife, exceeds the value of the dower relinquished, the ~~the~~ settlement will be invalid to the extent of such excess.

So far the present deed requires support from the agreement further to relinquish dower in the estates of the husband, it must appear that such further relinquishment has in fact been made, else it will be objectionable to the objection in Harrison & Co v Carroll & Co decided in January 1841 and which will appear in 11th Leigh. In that case husband and wife agreed verbally that the husband should settle personal property to the separate use of the wife and that the wife should relinquish her contingent right of dower in certain lands of the husband which he proposed to convey for the benefit of his creditors. The settlement upon the wife was executed accordingly. Afterwards a creditor of the husband obtained judgment against him, sued out a fieri facias thereon and delivered it to the sheriff. And then the wife, in pursuance of her agreement joined in her husband's

Withers
27 } Co. Ind.
Smith }

Wilkes
Smith } G.
Wilkes A

Judgment obtained in the Office and Confirmed at Circuit
Superior Court of Law and Chancery held and Closed for the County
of Isle of Wight the 7th day of May 1842.

John Withers

Pl

against } In debt.

Thomas Smith (who is joint obligor with William Smith
(and William Bell

} Defts

This Suit having abated at rules as to the defendants William
Smith and William Bell by the Sheriff's return. This day came
the plaintiff by his attorney and the defendant Thomas Smith & Co
failing to appear It is considered that the plaintiff recover against
that defendant Three thousand two hundred and nine dollars (and
Ninety three Cents the debt in the declaration mentioned with
legal interest ~~thereon~~ on Three thousand One hundred dollars part
thereof from the first day of July 1840 till paid and the Costs by
him about his Suit in this behalf expended.

Costs. \$7.99.

At Copy }
Teste

W. J. Banks D.C.

"Nulla Bond"

"J. P. Whithead & Co.
for Benj. Davis & Co."

Copies sent

W. Young & Co.

Wither,
Smith & Co.

exhibit
B.

Wither

" 3
Smith

Co. f. f. f.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING.

We command you that of the Goods and Chattels of *Thomas Smith* who
is a joint obligor with *William Smith* and *William Ball*

late in your bailiwick, you cause to be made the sum of *Three Thousand two*
hundred and nine Dollars and ninety three Cents, with
legal interest on *Three Thousand one hundred Dollars* from
the first day of *July 1840* till paid.
which *John Weather*

lately in the Circuit Superior Court of Law and Chancery of the County of Isle of
Wight hath recovered against the said *Thomas Smith*

as well for a certain debt as for interest thereon:

Also *Seven Dollars and ninety nine Cents* which to
the said *John Weather* in the

same Court were adjudged for his costs by him in that behalf expended;

whereof the said *Thomas Smith* is convict, as

appears of Record: And how you shall have executed this writ, make known at the
Clerk's office of our said Court, at Rules to be holden for said Court, on the first
Monday in *June* next. And have then there this writ: Witness NA-

THANIEL P. YOUNG, Clerk of our said Court, at the Court House, the *10th* day of

May

A. D. 1842 and of the Commonwealth the

N. P. Young Clerk.

upon this execution the shff. made the following return

that every exertion shall be made to relieve the same by purchase or otherwise and if sold and bought according to the true intent and meaning of this deed the simultaneous deeds to Wm R Mason said property shall be subject notwithstanding such sale and purchase to all the covenants and stipulations herein contained as fully and truly as though no such sale or sales ~~ever~~ been made, said sale or sales being more to relieve the encumbrances than to change the ownership of the property, & such stipulation being entered into to save the necessity of a multiplicity of deeds of settlement, and property or possessions subsequently acquired by gift or otherwise and to be operated on by the provisions of this deed and go and descend according to its various specifications said Smith wishing to be troubled with no more future acquisitions either great or small ~~as a~~ schedule of the personal property and choses is as follows, one piano, if not already the property of Mary Wough Smith, the same being always intended for and declared by her one sideboard, one clock, one sofa, one wardrobe, one bureau, and glass, two large mirrors, one press and book case, one mahogany rocking chair, one settee and about 3 doz other chairs, 3 mahogany tables &c, 2 do wash stands &c, pieces of carpeting, old domestic china &c, silver spoons &c, 3 beds bedsteads and furniture &c &c, embracing intentionally, that which the law secures to debtors without intending it to enhance the consideration of this deed, 3 horses, about 10 head of cattle about 50 head of hogs &c, one sulky, 3 carts &c &c, sundry plank, pailing, posts, &c the few groceries and provisions on hand for the support of farm and house, the compromises of the suit Baron vs Bayne, a small disputed claim one by Saml Wilson and so, another one by bole Parkins, three small debts due one by J Dolin, and the other by James Phillips, the three last residing in King George out of which to pay Julia C White Mary A Clinton &c. black for this years tuition and small accounts with

a Briggs of Norfolk, Robt Boykin of Chausemond, Robt Whitfield, Daniel and Mrs Hall of Isle of Wight County, the landed property herein conveyed cost in cash about \$8000, prosperous times, though it could not even then be sold for cash, the purchase the purchase being made in bonds & time, would not now sell for it, and in such times as the present is greatly diminished in value from the fact of liens hanging over it important considerations in estimating the ~~worth~~ of the property set off, ("of the other part" interlined and erasure of on 3 line of 3 page made before signing) In witness whereof the parties to this presents have hereunto set their hands and affixed their seals the day and year first above written
Signed sealed and delivered 3
in presence of Thomas Smith ^{seal}
Ann M Smith ^{seal}

Isle of Wight County to wit.

We M Womble and Morrison justices

of the piece for the county aforesaid and state of Virginia do hereby certify that Tho^s Smith a party to a certain deed bearing date on the 1st March 1842 thereunto annexed personally appeared before us in our county aforesaid & acknowledged the same to be his act and deed and desired us to certify the said acknowledgment to the clerk of said county in order that the said deed may be recorded Given under our hands and seals this 25 day of March 1842

M Womble ^{seal}
E. Morrison ^{seal}

Isle of Wight county to wit

We Edwin Morrison and M Womble

justices of the piece for the county aforesaid and state of Virginia do hereby certify that Anne Maria Smith the wife of Thomas Smith parties to a certain deed bearing date 1 March 1842 thereunto annexed personally appeared before us in our county aforesaid and being examined by us privily and apart

or one of the trustees to be ample for her security, and the proceeds of such sale together with all future investments of said sales the property exchanged or purchased to the most distant periods, and notwithstanding the most repeated charges shall be all alike subject to the operations of this deed, and that all of said property with its increase shall be liable for such of the said Ann Maria's debts as shall be necessary and indispensable in the judicious management thereof, and the said John Thomas Godwin and James Smith for themselves separately and not jointly do hereby covenant and agree to and with the said Thomas Smith and Ann Maria his wife and their heirs that they and each of them shall and will stand seized of in and to the real estate first herein mentioned together with all other that may subsequently by exchange or purchase be conveyed to them together with all other the property and rights & as herein before set out together with all future acquisitions by purchase exchange or otherwise to and for the special uses as herein declared and expressed and none other, that is to say, for the occupation and use of the said Thomas Smith as long as she shall live, and for the use and occupation of the said Thomas Smith after her death, should he outlive her, and then to convey the same in fee to the children of the bodies of the said Thomas Smith and Ann Maria his wife living at the time of the death of the longest liver of them or to the children of such children lawfully begotten (per stirpes) should any of the children aforesaid die bearing issue before the death of the longest liver as aforesaid or in such other way as is herein provided for and may be thought best according to the true intent and meaning of this indenture and it is further distinctly covenanted and agreed by and between the parties to this deed, that if any of the property herein conveyed shall be sold under and by virtue of any of the liens conveying the same or any part thereof

thereof the choses in action rents promises &c in trust
nevertheless, for the following uses and purposes Viz for the
occupation and use of Ann Maria wife of the said Thomas
Smith so long as she shall live and for the use and occupation
of the said Thomas Smith after her death, should he outlive
her, and to convey the same in fee simple to the children of
the bodies of the said Thomas and Anne living at the time of the
death of the longest liver of them or to the children of such children
lawfully begotten per stirpes, should any of the children aforesaid
die bearing issue before the death of the longest liver aforesaid, it
is further expressly stipulated and agreed that the herein recited
property income increase rights, rents, debts, promises, past present
and to come &c are in no wise and in no sense and in no part
to be bound for any debt liability or forfeiture either in law or
equity of the said Thomas Smith whether the same now is or may
hereafter be, nor any additions to the same by purchase or
exchange, nor the proceeds of any sales thereof that the said
Ann Maria may make, any deeds of conveyance or will of any
or all of the said hereby conveyed property as she may think
fit & proper, notwithstanding the covenants herein expressed,
provided said conveyance or will be executed in solemn form
be duly witnessed and sanctioned by the trustees. The said
Thomas Smith in his own right but especially as guardian
by nature, to his children or grand children or such guardian
as shall be acting for them or themselves if of age, or such with
their guardians as shall be of age, and Jazwell Taylor a counsellor
learned in the law, such sanctions to be authenticated in form
equally solemn with the deed or will, as the case may be,
& such deed or will to be in favour of someone or more of the
parties provided ^{for} by him in, but in such proportion as she may
chose, that a sale or sales, exchange or exchanges, purchase
or purchases, may at any or all times be made by the said Ann
Maria, if of lands with like solemnity, but if personalities
only with such solemnities as may be thought by her husband

office of the said county of Isle of Wight which deeds are to be taken and considered as a part of this deed of settlement as fully and to every intent and purpose as if the same had been herein set forth at large, together with all the house hold and kitchen furniture, books maps charts frames consisting of such works as are usually attach to a lawyers and Clergymans studies, all the stock of horses cattle hogs, all the hands hired for the present year including three old family servants, two of them free from taxation, and the other residing in King George county a proper subject for like exemption and burthensome, together with the rents of the last year, and such promises for clerical services heretofore made as are still unexecuted which said rents and promises when executed are designed for the support of the said Ann Maria and family, and are to be realized as fast and as far as possible ^{has} applied in all good faith (a partial schedule of said perishable property is hereto annexed and made a part hereof, the same being subject to an execution for about eight hundred dollars in favour of one Anthony Buck now in the hands of the Sheriff of said county of Isle of Wight and provided moreover that the said Thomas Smith do forthwith and contemporaneously convey the residue of his said estate in trust for the speedy discharge of his debts aforesaid and ^{from time to time} whereas additions, may & properly will be made to the various specifications of property herein settled by purchase or exchange and others sold according to the tenor of said deed all such exchanges or purchases or equivalents for sales are to be held as is the other property herein more specifically conveyed, the said Thomas Smith claiming nothing owing, nothing found, or to be found in the house, or on the premises aforesaid, and whereas the rest of the property conveyed in a simultaneous deed for the security first of his own debts than of those for which he is bound in law or equity exceeds the amount of known and acknowledged liabilities very greatly, he the said Thomas Smith makes this deed of settlement the more cheerfully in such a way as to avoid a claim either personally or by others, save for the

liquidation of his debts, to any rents or accruing interest for the present or future years growing ^{out} of the deed of trust aforesaid or the property & choses therein embraced, but so as to include all } future consideration for clerical services gratuitous donations }
} &c, such arrangement being both equitable and essential to } piece of mind, faithful and effectual discharge of plighted }
} clerical engagements, and support of a young and thriving } family; but if it should be thought by competent and impar- }
} tial judges that the property herein conveyed is more than a } just compensation for the dower right of said Ann Maria, past and present, she engages to pay such charge on the within conveyed premises as shall be thought equitable & just provided the property specially conveyed for the payment of the debts of her husband as herein set out prove not to be ample to that end; and whereas there are existing liens on the within conveyed property it may be in equity as well as law, said liens are to be lifted as speedily as practicable, but if any loss should ensue either from negligence or inability said loss shall be made good, the consideration within specified continue as ample as it now is, said loss constituting the first claim on the property and debts conveyed in the simultaneous deed. Now this Indenture therefore further witnesseth that in consideration of the above recited premises and also of the further consideration of one dollar to him the said Thomas Smith and Ann Maria his wife in hand paid by the said John Thomas Godwin and James Smith the receipt whereof they do hereby acknowledge they the said Thomas Smith and Ann Maria his wife have given granted bargained and sold aliened enfeoffed released and confirmed by these presents for themselves and their heirs do give grant bargain and sell alien enfeoff release and confirm unto the said John Thomas Godwin and James Smith and the survivors of them his their heirs and executors all the real estate herein before described with all and singular its appurtenances together with the perishable property with the future increase

This Indenture made this first day of March in the year of our
lord one thousand eight hundred and forty two between Thomas
Smith and Ann Maria his wife of the county of Isle of Wight of the
one part and John Thomas Godwin of the county of Caroline and
James Smith of the Borough of Norfolk and all of the state of
Virginia of the other part. Witnesseth that whereas the said
Thomas Smith is indebted to several individuals in divers sums of
money as will more fully & at large appear by a schedule annexed
to a deed of trust for the security and payment of the same of
equal date with these presents executed by the parties of the first
part to one Wilem R. Mason of the county of King George and state
aforesaid which is to be taken and considered as a part of this
indenture as fully and to every intent and purpose as if the same
had been herein set forth at large his further and greatly embarrassed
because of several ships vendors and the said Thomas Smith is
greatly desirous to pay the said several debts & free himself from the
said several liabilities therein set out, that he may be
at liberty to pursue his proper vocation without interruption or
anxiety with all interest accrued or accruing thereon but finds it
difficult so to do because his property consists almost entirely of
real estate or specialties payable at a distant date and whereas
the said Ann Maria hath heretofore relinquished her right of dower
in sundry estates sold by the said Thomas under the promise
and assurance of ample compensation in the event of such a
contingency as has now arisen and hath agreed further to relinquish
all her right of dower in all the estates of husband provided
there be settled on her for life, remainder to her husband Thomas
Smith for life, remainder to the children of their bodies jointly
in fee, the following property being a portion thereof that is to say,
those two tracts or parcels of land adjoining the town of
Smithfield and purchased of and conveyed the one by George
W. Pirrie and wife and the other by Wentworth W. Pirrie and
others the, meadows and lands and of which will more
fully appear by reference to the said deeds of record in the books

Smith &
to Dec
Smith &

Jan 2. 16.

Shc of Wight County to wit:
We M Comble & P Morrison justices
of the peace for the county aforesaid & State of
Virginia do hereby certify that Thomas Smith
a party to a certain deed bearing date on the 1st
March 1843 & thereto annexed personally
appeared before us in our county aforesaid and
acknowledged the same to be his act & deed
& desired us to certify said acknowledgment
to the clerk of the city & c. of said city in order
that the said deed may be recorded & given
under our hands & seals this 28th day of
March 1842.

M Comble J. P.
P Morrison J. P.

Shc of Wight County to wit
We Edwin Morrison & M Comble justices
of the city & aforesaid State of Virginia do hereby
certify that Ann Maria Smith the wife of Thomas
Smith parties to a certain deed bearing date on
the 1st March 1843 thereto annexed personally
appeared before us in our county aforesaid & being
examined by us privately & apart from her husband
& having the deed aforesaid fully explained to her
she the said Ann Maria Smith wife of the said
Thomas Smith acknowledged the same to be her
act and deed and declared that she had
willingly signed sealed & delivered the same & that
she wished not to retract it. Given under our
hands & seals this 28th day of March 1842.

M Comble J. P.
E Morrison J. P.

For the clerk's office of Shc of Wight County Court March 26th
1842. This indenture was received in the clerk's office
with the certificate of its acknowledgment before two
justices of the peace, & the certificate of the privy
examination of the same court annexed and
admitted to record.

Teste

A Copy,

Teste

Wm. P. Banks, C. D.

J. M. Young, C. D.

shall be subject notwithstanding such sale and purchase to all the covenants and stipulations herein contained as fully and truly as though no such sale or sales had been made said sale or sales being more to relieve the incumbrances than to change the ownership of the property and such stipulations being entered into to save the necessity of a multiplicity of deeds of settlement any property or possession subsequently acquired by gift or otherwise and to be operated only by the provisions of this deed to go and descend according to the various specifications said Smith wishing to be troubled with no more future acquisitions either great or small, a schedule of the personal property above is as follows, 1 piano if not already the property of Mary Deaugh Smith the same being always intended for & claimed by her, 1 sideboard, 1 clock, 1 sofa, 1 wardrobe, 1 bureau, 1 glass, 3 large mirrors & 1 press book case, 1 mahogany rocking chair, 1 settee & about 3 dozen other chairs, 3 mahogany tables & 2 do. washstands & pieces of carpeting old domestic china & silver spoons & 3 beds bedsteads & embracing intentionacy that which the law requires, cettors without intending it to enhance the consideration of this deed, 3 horses, about 10 head of cattle, about 10 head of hogs & pigs, 1 sulky, 3 carts, & sundry plank pailing posts & the few groceries and provisions on hand for support of farm house, a compromise of the suit Cairn vs Bain, a small disputed claim due by Wilson & company, another due by Colo. Perkins, 3 small debts due one by S. Doline the other by S. Phillips the last residing in Ring George out of which to pay Julia C. White & A. Clarke for this years tuition Vernace accounts with A. Briggs at Norfolk Robert Boykin in Mansumond, Geo. Whitfield, - Daniel & Mrs. Stage of Lee of Wright County the land & property herein conveyed cost in cash about \$8000:00 prosperous times though it could not even then be sold for cash the purchase being made on bonds & in time would not now sell for it in such times as the present is greatly enriched in value, as time changing over it, important considerations in estimating the worth of the property settled & of the other part intended & assured of on 3 line of 3rd page made before signing, In witness whereof the parties to these presents have hereunto set their hands & affixed their seals the day & year first above written.

Signed Sealed & Delivered in presence of.

Thomas Smith Esq
Ann M. Smith Esq

parties provided for herein but in such proportions
as she may choose at a sale or sales exchange or
exchanges purchase or purchases, may at any
or all times be made by the said Ann Maria
if of lands by like solemnity but if of personalties
only with such solemnities as may be thought by
her husband or one of the trustees to be ample for
the security and the proceeds of such sales together
with all future investments of said sale the property
exchanged or purchased to the most distant period
notwithstanding the most repeated charges
shall be all ~~also~~ subject to the operations of this
deed and that all of said property with its increase &
income shall be liable for such of the said Ann
Maria's debts as shall be necessary and indispensa-
ble in the judicious management thereof said
John Thomas Goodwin and James Smith for themselves
separately and not jointly do hereby covenant &
agree to and with the said Thomas Smith & Ann
Maria his wife & their heirs that they and each of
them shall well stand seized of in & to the real
estate first herein mentioned together with all the
that may subsequently by exchange or purchase
convey to them together with all other the property
and rights as herein before set out together with
all future acquisitions by purchase exchange
or otherwise to for the special use as herein
declared & expressed & none other that is to say for
the occupation and use of the said Ann Maria
wife of the said Thomas Smith as long as she shall
live and for the use and occupation of the said
Thomas Smith after his death should he outlive
her and then convey the same to the
children of the bodies of the said Thomas Smith
and Ann Maria his wife living at the time
of the death of the longest lived of them also the
children of such children lawfully begotten
few steps should any of the children aforesaid
be bearing issue, before the death of the longest
lived as aforesaid according to the true intent
& meaning of this indenture. And it is further
more distinctly covenanted & agreed between the
parties to this deed that if any of the property shall
be sold under and by virtue of the liens coming
the same or any part thereof that every execution
shall be made to relieve the same by purchase
or otherwise and if sold and bought according to
the true intent and meaning of this deed the
said property

George County, a proper subject for like exemption, & further some, together with the rents of the last year and such promises for clerical services, heretofore made, as are still unexecuted which said rents and promises when executed are designed for the support of the said Ann Maria and family, and are to be realized as fast and as far as possible and so applied in all good faith. A partial schedule of said perishable property is hereto annexed and made a part hereof the same being subject to an execution for about eight hundred dollars in favour of one Anthony Buck and now in the hands of the sheriff of said county of Salisbury and provided moreover that the said Thomas Smith do forthwith and contemporaneously convey the residue of his said estate in trust for the speedy discharge of his debts and whereas additions from time to time may and probably will be made to the various specifications of property herein settled by purchase or exchange and sold according to the tenor of the said deed all such exchanges or purchases or equivalents for sale and to be held as is the other property now specifically conveyed the said Thomas Smith claiming nothing owing nothing found or to be found in the houses or on the premises aforesaid and whereas the asset of his property conveyed by a simultaneous deed for the security first of his own debts then for those for which he is bound in law or equity exceeds the amount of known and acknowledged liabilities very greatly, he the said Thomas Smith makes this deed of settlement, the more cheerfully and in such a way as to avoid a claim either personally or by others save for the liquidation of his debts to any rents or accruing interest for the present or future years growing out of the deed of trust aforesaid or the property and choses therein embraced but so as to include all future considerations for clerical services gratuitous donations &c &c such an arrangement being both equitable & essential to peace of mind faithful and effectual discharge of pledged clerical engagements & support of a young and thriving family but if it should be thought by competent & impartial judges that the property herein conveyed is more than a just compensation for the common right of said Ann Maria past and present, she engages to pay such charge on the within conveyed premises as shall be thought equitable and just provided the property specially conveyed for the payment of the debts of her husband as herein set out prove not to be ample to that end & whereas there are existing liens on the within conveyed property, it may be in equity as well as law said

him are to be defied as speedily as practicable but if any loss should
ensue either from negligence or inability said loss shall be made
good, the consideration within specified continues as ample and
now is said loss constituting the first claim on the property, and
debt conveyed in the simultaneous deed. Now This Indenture
witnesseth that in consideration of the above recited premises
and also of the further considerations of one collar to him
the said Thomas Smith & Ann Maria Smith his wife in hand
paid by the said John Thomas Goodwin and James Smith the
receipt whereof they do hereby acknowledge, they the said Thomas
Smith & Ann Maria his wife have given, granted, bargained and
sold, aliened, enfeoffed, released and confirmed, and by these presents
for themselves and their heirs do give, grant, bargain &c., alien,
enfeoff, release and confirm, unto the said John Thomas Goodwin
& James Smith & the survivors of them his their heirs &c.
all the real estate herein before described with all Kingdon's
appurtenances together with the perishable property and the
future increase thereof the choses in action &c. promised
in trust nevertheless for the following uses & purposes viz: for the
use & occupation of Ann Maria wife of said Thomas Smith so
long as she shall live and for the use & occupation of the said Thomas
Smith after her death should he outlive her and contrary the
same in fee simple to the children of the bodies of the said
Thomas & Ann living at the time of the death of the longest liver
of them or to the children of such children lawfully begotten
per stirpes should any of the children aforesaid die bearing
issue before the death of the longest liver aforesaid it is further
expressed, stipulated, and agreed, that the herein recited
property, income, increase rights, rents, debts, promises past
present to come, &c. &c. bin no vice and in no series.
bin no part to be bound for any debt liability or obligation
either in law or equity of the said Thomas Smith whether
the same now is or may hereafter be, nor any addition
to the same either by purchase or exchange nor the
proceeds of any sale thereof that the said Ann Maria
may make any deed of conveyance or will of any
or all of the said hereby conveyed property, as she may
think fit & proper notwithstanding the covenants
herein expressed, provided said conveyance or
will be executed in solemn form, be duly witnessed
& sanctioned by the trustees, the said Thomas Smith in
his own right but especially as guardian by nature
to his children or grandchildren or such guardian as
shall be acting for them or themselves if of age or such
with their guardians as shall be of age, and Tazewell
Taylor a counsellor learned in the Law such sanction
to be authenticated in form equally solemn with
the deed or will as the case may be and such
deed or will to be in favour of some one or more of the

This Indenture made this first Day March
in the year of our Lord one thousand eight hundred &
forty two, between Thomas Smith and Ann Maria his wife
of the County of Seaford of the one part and John Thomas
Goodwin of the County of Caroline and James Smith of the
Borough of Norfolk, and all of the State of Virginia of the
other part: - Witnesseth, that whereas the said Thomas Smith
is indebted to several individuals in sums of money
as will more fully and at large appear by a schedule
annexed to a deed of trust for the security and payment of
the same, of equal date with these presents executed by the
parties of the first part to one Wiley R. Mason of the County
of King George and State aforesaid, which is to be taken and
considered as a part of this indenture, as fully and to every
intent and purpose, as if the same had been herein
set forth at large, and is further and greatly embarrassed,
because of securityships and endorsements and the
said Thomas Smith is greatly desirous to pay the said
several debts and free himself from the said several
liabilities therein set out, that he may be at liberty to
pursue his proper vocation without interruption or
anxiety with all interest accrued or accruing thereon
but finds it difficult so to do because his property,
consists almost entirely of real estate or specialties
payable at a constant rate and whereas this said Ann
Maria hath hitherto relinquished his right of dower
in sundry estates sold by the said Thomas under the
promise and assurance of ample compensation in the
event of such a contingency, as has now arisen and hath
agreed further to relinquish all his right of dower in
all the estates of husband provided thus be settled on
her for life, remains to his husband Thomas Smith
for life remains to the children of their bodies jointly
in fee the following property, being a portion thereof
that is to say, those two tracts or parcels of land adjoining
the town of Smithfield and purchased of and conveyed the
one by George W. Purdie & wife & the other by Wentworth & Co
both the ~~maps~~ and bounds &c of which will more fully
appear by reference to the said deeds of record in the clerk's
office of Seaford which deeds are to be taken and
considered as a part of this deed of settlement as fully & to
every intent & purpose as if the same had been herein
set forth at large together with all the household &
kitchen furniture, books, maps, charts, frames,
consisting of such works as usually attach to a
clergyman and lawyer studios all his stock of horses
cattle hogs all the hands hired for the present year
including three old family servants, two of them
free from taxation, and the other residing in King

Within

m.

3 chys..

Smith Dd.

Exp: T. filed with

Off. bill.

recollected and also the free and full use of said farm and the right of ingress and egress for the purpose of managing and saving said crops and disposing of the property aforesaid. To have and to hold said crops and property aforesaid with the rights and uses aforesaid to him the said Turner H Southall his heirs & forever. Upon this especial trust and condition nevertheless that the said Turner H Southall take charge and possession of the farm aforesaid and all the said crops and property as aforesaid and continuing the said William C Adams as overseer the said Turner H Southall shall employ the necessary agents and servants teams and implements expend such monies and bestow such labour care and diligence as may be necessary to finish the cultivation and to save and secure the said crops to the best advantage using such part thereof as may be necessary during the time of saving and securing the same; and as the said crops come to maturity or as soon thereafter as may be practicable the said Turner H Southall shall make sale of the said crops and the property aforesaid either privately or publicly after reasonable notice as may be found best for cash or on a credit if the said Sampson White and William C Adams shall consent to the same and out of the proceeds of sale the said Turner H Southall shall first pay all charges and expenses in the management, cultivation, saving and selling the said crops & and all expenses attending the premises he shall then pay to the said Sampson White & William C Adams the amounts due on the bonds due them as aforesaid and were before the 30th Decr. 1842 when the bond payable to the said William C Adams falls due but the same shall be paid as if actually due at the time of selling the crops and property aforesaid the balance of the proceeds if any shall be paid to the said Thomas Smith or his legal representatives; and the said Turner H Southall covenants & agrees to undertake the control & management of the said farm and of the crops and property as aforesaid and to save secure and sell the same as herein before mentioned & specified and account for and apply the

same as aforesaid. In Testimony whereof the parties to these presents have hereunto set their hands and seals this 30th day of July 1842 ~

Tho^s Smith Esq^d
J. H. Southall Esq^d
Sampson White Esq^d
William C. Adams Esq^d

T^x Isle of Wight County to wit.
This day Thomas Smith, Turner H Southall, Sampson White, and William C Adams parties to a certain deed bearing date the thirtieth day of July 1842. Thereunto annexed personally appeared before us justices of the peace for the county aforesaid in our said county acknowledged the same to be their act & deed and desired us to certify said acknowledgement to the Clerk of the county court of said county in order that the same may be recorded. Given under our hands and seals this 30th day of July 1842 ~

J. H. Purdie Esq^d
E. Morrison Esq^d

In the Clerk's Office of Isle of Wight County July the 30th 1842 ~
This Indenture was received with the certificate of its acknowledgement by Tho^s Smith, J. H. Southall, Sampson White, & William C Adams to be their act and deed before two justices of the peace and admitted to record ~

Teste N. P. Young Esq.

Copy Teste N. P. Young Esq.

This Indenture made and entered into this thirtieth day of July
eighteen hundred and forty two between Thomas Smith of the first part
Turner H Southall of the second part and Sampson White and William C
Adams of the third part all of Isle of Wight County witnesses that
whereas the said Thomas Smith is indebted to the said Sampson White
in the sum of two hundred and ninety three dollars it being a balance due
on a bond of three hundred and sixty seven dollars and twenty one cents
executed by the said Thomas Smith to the said Sampson White and dated
the 20th day of July 1842 on which is a credit of seventy four dollars
twenty one cents as by reference to said bond will more fully appear and the
said Thomas Smith is indebted to the said William C Adams in
the sum of one hundred and twenty six dollars and twenty five cents
payable on the 25th of Decr 1842 and dated the 29th July 1842 the
said bond being for the services of the said Adams as overseer for the
present year and for the hire of a negro ~~boy~~ for a part of the same and
the said Thomas Smith being willing and desirous to secure the payment
of said bonds and whereas the greater part of the personal property
of the said Thomas Smith including the slaves horses and oxen on
his farm has been levied on by the Sheriff to satisfy various executions
against the said Thomas Smith and the crops growing on said farm
are likely to suffer and be lost and wasted unless some provision be
made for cultivating and securing the same. Now therefore for &
in consideration of the premises and for the further consideration of
one dollar to him in hand paid by the said Turner H Southall be the
said Thomas Smith has granted bargained and sold and by these presents
does grant bargain and sell ~~unto~~ the said Turner H Southall all the
growing crops on the farm near the town of Smithfield belonging to
the said Thomas Smith consisting of corn fodder peas and potatoes
also all the fruit and a quantity of oats already cut and the following
property to wit one oxcart and wheels, 2 maul carts and wheels one
cutting machine, 4 grub hoes 5 weeding hoes, 4 ploughs, 2 axes, 1 pair iron
wedges with all other implements and chattels now on said farm not

(X-)
Wethers
vs
Smith & Co. } Co. bond
Pad

Aug. 2nd 1842. filed by
Plff. with the Bill.

Mr. Askinson

exhibit

Wethers

Smith & Co.

18 ds

Know all men by these presents, that We William Smith
Thomas Smith ~~and~~ William Bell are held ~~and~~ firmly
bound to John Withers of Alexandria in the just ~~and~~ full
sum of Three thousand One hundred dollars; to the true
payment whereof We bind ourselves our heirs ~~and~~ assigns ~~and~~
administrators. The Condition of the above obligation is
Such that if the above bound obligors or either of them shall
faithfully ~~and~~ truly pay the said sum of money three years
from ~~and~~ after the date hereof, with the Interest thereon half
yearly, as it shall fall due Counting from this date, then this
obligation shall be Void, Otherwise it shall remain in full
force ~~and~~ Virtue. In Witness Whereof the parties obligors, -
have hereunto set their hands, ~~and~~ Seals this 1st day of -
November 1838.

Rec^d in part of the within on the 13 Feb^y 1840

One hundred dollars & on the 1st July of the

Same year One hundred dollars

Wm Smith

Thos. Smith

William Bell

A Copy

John Withers

Test

Wm F. Banks D.C.

Seal
Seal
Seal

now in your custody by virtue of an execution against him
 at the suit of John Withers for the sum of ^{three thousand} one hundred and
 sixty eight dollars and seventy five cents; the said Thomas Smith
 having complied with the directions of the act of the General
 Assembly for the relief of insolvent debtors, if the said Thomas
 Smith is detained in your custody for no other cause than
 the execution aforesaid; and for your so doing this shall be
 your warrant. Given under my hand and seal this 7th day
 of December 1843

Wm. L. Purdie N. P. Seal

1 Copy

True

N. P. Young cto

Withers

as

3 copy papers

Smith

for 26 cents

Withers
 v. S.
 Smith

Exhibit No 1. Filed by
 defendant Smith over the notes
 their answer.

I have recd from James R Wilson bail to Thomas Smith, the body of the said Thomas Smith, the said Wilson having been his bail in the suit lately decided in the circuit superior court of law and chy for Isle of Wight in favour of John Withers vs said Smith.
Given under my hands this 7th day of December 1843.

Signed
J. B. Whitehead D. for
Benj. Drew Shiff.

To John R. Purdie a justice of the peace for the County of Isle of Wight. The petition of Thomas Smith humbly represents, that your petitioner who is an insolvent debtor, is now confined in jail of Isle of Wight County as a prisoner - on an execution at the suit of John Withers which he is unable to satisfy. He therefore prays the benefit of the act of the General Assembly made and provide for the relief of insolvent debtors -

Ths. Smith.

Isle of Wight County to wit:

To the keeper of the jail of the said County. Whereas Thomas Smith of Smithfield in said County, now a prisoner taken in execution of debt and in your custody, hath by his petition to me John R. Purdie a justice of the peace for the said County, prayed that he may be discharged out of custody pursuant to the act of the General Assembly in that case made and provided - These are therefore in the name of the Commonwealth to require you to bring before me a justice of this County, at the court house of the said County on the 7th day of December this present month, the body of the said Thomas Smith together with a list of the several executions wherewith he stands charged in your jail; and have then there this precept - Given under my hand and seal this 7th day of December 1843.

John R. Purdie J. P. Seal

Isle of Wight County to wit:

John R. Purdie a justice of the peace for the County of Isle of Wight aforesaid. To the Sheriff or keeper of the jail of said County. Thereby commanding you in the name of the Commonwealth, forthwith to release and set at liberty Thomas Smith a prisoner

Wethers

v s.

Exhibit

Smith

no 2. Filed by defendants
Smith & wife with their
answer.

Revised July 2^d 1842 on a side board two piano-fortes 1 Clock 4 candle sticks
 4 tables 1 bag Carpet 1 Candle Stand work Stand 24 Chairs 1 rocking
 chair 2 ^{1/2} of Brass and iron Shovels & Tongs 1 passage Lamp mantle
 or namely Dining & Tea ware & kind six beds & bedsteads and
 furniture and hiring negroes — Sums properly sold for
 three hundred & twenty one twenty four Cents of which I have
 paid the plaintiff Atto. by his receipt inside the Execution,
 \$222.11 and retained \$11-10 Cent. and eleven dollars & sixty
 Cents maintaining Slaves and the balance being seventy six
 dollars 48 ct. I have in my hands subject to the order of the
 court having in my hands an execution in favour of Robert
 M. Dennison which came to hand the same day with this
 W. Whithead Jr for 13 Draw Shift

W. Whithead Jr for 13 Draw Shift
 46 of Aug 2-1842

W. P. Young clk

W. P. Young
 36 of 1842

W. P. Young 1842

W. P. Young

Dec 20

W. Whithead Jr for

W. P. Young 1842

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING.

We command you that of the Goods and Chattels of *Thomas Smith, who is, a*
joint obligor with Mr. Rice

late in your bailiwick, you cause to be made the sum of *Two hundred dollars with*
interest from the 1st day of August 1841 till paid in damages,
and two dollars ⁶⁵/₁₀₀ Charges of protest - which Silas Myall and
Thomas J. White partners under the Style of Myall & White

which

lately in the Circuit Superior Court of Law and Chancery of the County of Isle of
Wight *have* recovered against the said *Smith*

as well for a certain debt as for interest thereon:

Also *Seven dollars and forty six cents* which to
the said *Myall and White* in the
same Court were adjudged for *their* costs by *them* in that behalf expended;
whereof the said *Smith is* convict, as

appears of Record: And how you shall have executed this writ, make known at the
Clerk's office of our said Court, at Rules to be holden for the said Court, on the first
Monday in *July* next. And have then there this writ: Witness NA-

THANIEL P. YOUNG, Clerk of our said Court, at the Court House, the *10th* day of

May A. D. 1842 and of the Commonwealth the *6th*

August 2nd 1842 Recd of A. H. Whitehead 3 N. P. Court 9, Clerk,
Depty for B. Drew Shiff Sheriff Wight two
hundred and twenty two dollars & ¹¹/₁₀₀
in full this exon; A. Robinson for shiff

A Copy
Teste N. P. Young clk

Account of
Sales

Dec 17th

Copy

An account of the Sales of property taken from Thomas Smith
To satisfy an execution in favour of Silas Wyall & Thos J White
Sold July 26th & August 1st 1842

Side board	Wm. P. Young	\$ 27 50
Piano Forte	no bid till with debt	
Piano Forte	A Atkinson	107 00
a Clock	Joel Holliman	10
four Canesticks	Arch. Atkinson	" 25
3 Tables a set	William W Jordan	16 62 1/2
1 Table	no bid	
Rag Carpet	Josiah W Jordan	5 00
Candle Stand	Meril Womble	3 06 1/4
Work Stand	Wm. P. Young	6 75
6 Hug Chairs	A Atkinson	2 00
12 Cane bottom Chairs	A Atkinson	13 00
Rocking Chair	A Atkinson	4 25
6 Windsor Chairs	A. G. Shivers	2 12
Shovel & Tongs	A Atkinson	1 50
Crab audious	A G Shivers	5 00
Crab audious	A Atkinson	5 00
Tongs & Shovel Handles	Joel Holliman	1 00
Papage Lamp	Joel Holliman	1 25
Chia China	J B Whitehead	4 00
Table China Dining	Meril Womble	25 62 1/2
Mantle ornaments	A Atkinson	" 25
1 Bed Bedstead	B Lightfoot	8 00
1 do do	J B Whitehead	25 25
1 Small Bed &c	J. W. Jordan	2 12 1/2
Bedstead & Bed	Thomas D Ripley	2 06
Bedstead Manap &c	A G Shivers	14 00
1 Small Bed &c	B Lightfoot	1 00
Hiring Negroes Isaac	J White	24 00
do do Lewis	J White	12

Amount of Sales \$321 24 1/4

amt of Execution \$233.21

Residue 88 03 1/4

J B Whitehead for B Dew Shiff

a copy

W. P. Young CMC

Account of
Sales

13 cents each

A Copy of the account
of sales of the property
taken from T Smith to
satisfy an execution in
favour of Robt M Denison

An account of ^{the} sales of the property taken from Thomas Smith
to satisfy an execution in favour of Robert M Denison sold July
26th 1842 & August 1st 1842.

Hayen main and tail horse	David A Bain	\$ 50	
1 bay horse	Campson White	12	50
A yoke of oxen	Campson White	36	00
Cart	Nathl. P. Young	3	70
do	Barth. Lightfoot	13	35
Whirling negro Sun	Campson White	20	00
do do Dick	Same	10	00
do do Dick	Same	10	00
do do Sylvia	Same	10	00
Mahogany chair	M. Noble	7	50
1 fender,	A Atkinson	2	00
1 do	Jac Holliman	1	25
Wash Stand bowl	Jno M Shivers	12	
		\$177	52
Paid plaintiff att \$160:00			
Coms: on amt of sales 8:85			
Maintaining and conveying			
property to sale 312:00			
\$180:85			
J.B. Whitehead & Co for Benj. Drew Shff.			
Attest			
J. P. Young clk			

Perished on July 2nd 1842 on flaxen mare & bay horse and bay horse
 one yoke of Oxen sledge & sofa kneeling negroes Lin. Dick. 20. &
 Dick. 10. Sylvia Mahogany chair two folding wash stand
 & bowl. which sold July 26th & Aug 1st 1842 for one hundred
 & seventy seven dollars 52 cts one hundred & sixty dollars
 of which I have paid to the plaintiffs also by his receipt
 on the execution I have retained \$8.85 Com. on the \$177.52
 and \$8.57 towards conveying & supporting property
 Aug 2nd 1842 W. B. Whitehead 57
 for Benj. Brew shiff

A copy
 W. P. Young, cin.

Done
 as per
 record
 1/2 July 1842
 W. B. Whitehead

Jan 15th 42

Done
 as per
 record
 1/2 July 1842
 W. B. Whitehead
 for Benj. Brew shiff
 Aug 1st 1842 - for W. B. Whitehead 57 for Benj. Brew shiff
 being which is one one hundred and
 thirty dollars, in hand of Benj. Brew shiff
 a certificate 57 for Benj. Brew shiff
 18th 1842
 W. P. Young cin.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING.

We command you that of the Goods and Chattels of *Thomas Smith*

late in your bailiwick, you cause to be made the sum of *Ninety Seven dollars and eighty five cents with interest from the 18th day of June 1839 till paid, also One hundred and ten dollars and twenty one cents with interest from the 22^d day of September 1837 till paid: also the further sum of One hundred and ten dollars and twenty one cents with interest from the 22^d day of September 1837 till paid.*
which *Robert M Denison*

lately in the Circuit Superior Court of Law and Chancery of the County of Isle of Wight *Reath* recovered against the said *Thomas Smith*

as well for a certain debt as for interest thereon:

Also *six dollars and seventy three cents* which to the said *Robert M Denison* in the same Court were adjudged for *his* costs by *him* in that behalf expended; whereof the said *Thomas Smith* is convict, as

appears of Record: And how you shall have executed this writ, make known at the Clerk's office of our said Court, at Rules to be holden for said Court, on the first Monday in *July* next. And have then there this writ: Witness NATHANIEL P. YOUNG, Clerk of our said Court, at the Court House, the *10th* day of *May* A. D. 1842 and of the Commonwealth the *66th*

N. P. Young, Clk.

Sold July 2^d 1842 on horse shoe & tangs & fender 4 cows
 2 yearlings 1 work ox 1 sorrel mare & colt & a piece
 of hog^s. which sold July 26th and August 1st 1842 for one
 hundred and eighteen dollars six cents which I
 have paid plaintiff atty \$102.81 and retained
 the balance for costs & chrgs

I B Whitehead 57 for Rang Bros Shff

A copy

Teste

N. P. Young, clk

My all & mine

as 3 before

which

to day 1842

attest

for 15th

N. P. Young, clk

Teste

A copy

A certificate

to hand May 18th 1842
 a certificate 57 for Rang Bros Shff
 atty for 13 Rang Bros Shff
 Adam one hundred & two
 dollars 81/100 in full this
 certificate

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING.

We command you that of the Goods and Chattels of *Thomas Smith*

late in your bailiwick, you cause to be made the sum of *Eighty nine dollar and six cents with legal interest thereon from the 13th day of May 1841* ~~be paid~~ *which Silas Myall and Thomas J. White late partners under the style of Myall and White*

which

lately in the Circuit Superior Court of Law and Chancery of the County of Isle of Wight. ~~have~~ recovered against the said *Thomas Smith for*

damages and ~~as well for a certain debt as for interest thereon:~~

Also *thirteen dollars and twenty five cents* which to the said *Myall & White* in the

same Court were adjudged for ~~their~~ costs by ~~them~~ in that behalf expended; whereof the said *Thomas Smith is* convict, as

appears of Record: And how you shall have executed this writ, make known at the Clerk's office of our said Court, at Rules to be holden for the said Court, on the first Monday in *July* next. And have then there this writ: Witness NA-

THANIEL P. YOUNG, Clerk of our said Court, at the Court House, the *10th* day of

May A. D. 1842 and of the Commonwealth the *66th*

N. P. Young, Clerk

Within
n: 3 Chy.
Smith's

Cobl. no. 6. filed by Def. J.
Smith's wife with the same

Pence
v. S. S. S. S. I.
Smith

Filed by Plaintiff in the
Court.

Original sent down from
Smith to the Court
recorded in the Court.

1812 2 24 = 4th Feb
4 29th
Decorded 1813
1812 2 24 = 4th Feb

Caroline Co.

Smith }
to }
Hoodwin }
Trust.

Clerk of the Court of Caroline County Court 4th of April 1842
The foregoing deed of Trust was this day Received
by the Clerk of the Court together with the Certificate to the
undersigned admitted to Record

Teste John D. Pendleton &
Clerk of the Court
Teste John D. Pendleton &

signs shall think fit or the parties of the third part shall require and direct, The said Goodman trustee or his assigns shall cause to sell the property truly conveyed, or such part thereof as may be thought not sufficient, at publick auction to the highest bidder, having previously fixed the time & place of sale & given due notice thereof for cash & the proceeds thereof (deducting all necessary expenses) pay first in discharge of said debt in such proportions as shall make them all equal & the balance if any to Wiley R. Mason of King George Cty Trustee in a more general deed from the same parties for like purpose, or to his assigns to be in all respects subject to the provisions of said general deed, should such payment be necessary but if not then to the said Thomas Smith, his heirs &c. But if the said debt be fully paid off and discharged so that no default be therein made then this obligation to be void. In testimony whereof the parties to these presents have hereunto set their hands & affixed their seals the day & year first above written

Signed, sealed & delivered
in presence of

Thomas Smith Seal

Ann M. Smith Seal

Seal

Sec of High County, to wit:

We Menis North and Eawn Morrison justices of the peace for the County aforesaid State of Virginia, do hereby certify that Thomas Smith, a party to a certain and having date on the 1st March 1842 & unto appeared, personally appeared before us, in our County aforesaid & acknowledged the same to be his act and deed & advised us to certify said acknowledged deed to the Clk of the Cty. Ct. of Caroline in order that the said deed may be recorded. Given under our hands & seals this 25 day of March 1842

Men. North J. P. Seal

E. Morrison J. P. Seal

Sec of High Cty, to wit:

We Men. Morrison and Men. North justices of the peace for the County aforesaid State of Virginia, do hereby certify that Ann Maria Smith, the wife of Thomas Smith, parties to a certain and having date on 1st March 1842 & unto appeared, personally appeared before us, in our County aforesaid & being examined by us, jointly and apart from her husband & having the said aforesaid explained to her fully she the said Ann Maria Smith, wife of the said Thomas Smith, acknowledged the same to be her act and deed & declared that she had willingly signed, sealed & delivered the same & that she wished not to retract it. Given under our hands & seals this day of March 1842.

Men. North J. P. Seal

E. Morrison J. P. Seal

The act herein intended to be secured is a debt to the Trustees of the Theological Seminary of the Protestant Episcopal Diocese of Ohio, being it is believed a debt of King's College.

This indenture made this first day of March in the year
of our Lord one thousand eight hundred and forty two between
Thomas Smith and Ann Maria his wife of the one part, & John
Thomas Goodwin of the second part and the trustees of Ken-
yon College Dr. Gleason of Caroline & Clara Harris Goodwin
& Elizabeth D Goodwin of same county of the third part. (Where-
as the said Thomas Smith is indebted to the parties of the third
by bond, the first in the sum of \$1000 with interest from 1st Aug
1840. The second in the sum of nearly 70 with interest from the
day of the third in the sum of \$150 & the fourth
in the sum of \$20 each with interest from 1st Aug 1839 -
all of which he is willing and desirous to secure. Now this
indenture witnesseth that for and in consideration of the promi-
ses as of one dollar to them in hand by the said John Thom-
as Goodwin at before the executing and delivery of these pre-
sents into the receipt whereof is truly acknowledged, they the said
Thomas Smith and Ann Maria his wife have bargained
and sold by these presents as bargain, sell and convey unto the
said John Thomas Goodwin all that tract or parcel of
land allotted them in the division of Lytleton Goodwin's
estate, being a part or parcel of the estate called Oakfield
situated on the Mataponi River by the lanes of Tanier
& thus containing about 60 acres, their undivided interest
in the same estate of Elizabeth D Goodwin in and to the said
Lytleton's estate, any balance that may at any time
appear due on the administration of said estate, with
all the rights and appurtenances to the same belong-
ing or in any wise appertaining & the said Thomas Smith
hereby assigns to the said trustee to be paid on or toward
the liquidation of the debts here secured a judgment in the
name of said Smith in Thos. F. Pendleton in the County of
Caroline, the costs in the case of White & Parker in said
County, any balance that may be due by Peter D Goodwin
for mts &c and all that may remain of the claims pla-
ced in the hands of George Fitzhugh's atty after discharg-
ing his assignment to John F. Orange for \$170 with int.
from Aug 1832 To have & to hold the said tract of land &
premises & all and singular its appurtenances, together with
the several, rights, interests and debts as herein conveyed, unto
the said John Thomas Goodwin, his heirs & assigns forever, In
trust nevertheless that the said John Thomas Goodwin, shall forth-
with proceed to realize all of said debts and collect all of
said mts and apply the same to the liquidation of the debts
aforesaid in such proportion and parts as shall be thought
best or more most expedient and then and not before, if
said debts be not paid according to their true intent and meaning
in whole or in part, or as soon thereafter, as the said trustee or his

Thomas Smith Deeds to W. R. Mason, was this day delivered
and the clerk, together with the certificates of acknowledgments,
schedules, declarations &c, therein endorsed,
admitted to records

Teste

S. J. Brown clk

A Copy Teste

S. J. Brown clk

Smith Deeds
to } Deed of
Mason } Trust

A Copy

Fee for Copy \$2.68

Class No 1 and two brought over

These two only when Nos 1 & 2 are otherwise full
A. J. K. Kuch Any bal: that may be due him though

none is admitted due, but the belief is otherwise.

W. H. Smith The Amts of debts subject to credits of
Evan or judge or the Adams in favour of
Smiths adm assigned mediant nothing
to excess overpaid by me on account of
Cheris & not otherwise.

Securityships of every kind and description & any &
all other debts now due & owing but omitted for
the want of recollection if reminded of them &
admitting them in writing in 6 mos from this date.

Class No 3

Thomas O Flink or Flink & Turner or both as the
Case may be on bond & note, if the same be now
due & the said Thomas Smith be bound for the
same in law & equity arising in prime & int:
to abtch

3500 00

Class No 4

John Wilkins for bond of due & bound amounting
to abt

3500 00

And any & all other of my brothers creditors to
whom I am bound who come into the provis-
ions of this deed according to its terms.

Class No 5

All such herein provided for who decline
its provisions, stipulations & covenants &c

Thos. Smith

Schedule B.

W. Smith bond 1 st Jan 1837 pt int: paid (deed of trust)	12000 00
Jas. W. Smith " 1842 abtch	4000 00
Wm Bell bonds & abt " " abtch (deed of trust)	4000 00
Richard Johnson bond " 1843 int: transferred till then	1666 67
E. Smith " 26 th April 1839 attachments	1000 00

Same acct 1st Jan 1837 with

181 36

Colton & Co or Colton & Mason, unsettled accts

Wiley R. Mason unsettled partnership &c

Same receipts as atty

Wm Bunbury Cash

Harrison " "

said accts to be settled & said receipts to be arrange-
ed and all subsequently listed. And all other
debts and claims not embraced in the foregoing
that may have escaped my recollection & any &
every other thing & right whatsoever not previously
nor otherwise appropriated.

Thos. Smith

I Thomas Smith a party to the within deed make
this my declaration of release of the reserving clause
in this deed directing the payments of any balance
that may remain over & above satisfying the purposes
of the same to me & my heirs &c in favour of the trustees
in the deed for the benefit of Ann Maria Smith the
other party to this instrument of record in Isle of
Wight County, any such bal. to be paid them their
heirs &c. subject to all the provisions & stipulations of
said deed. I hereby acknowledge the following debts
to be entitled to the provisions of Nos 1 & 2. Scull, Riley
& Co \$5, with int: from Alex. V. Blake \$47.50.
Missionary Society \$15, Banner of the Cross \$5, N. Y. Bazar
Book Society about \$10.00, Wm. Locke \$32.95 with int:
from this date, Robert Bryan, John Morrison, James
R. Wilson, Dickson Wills & James White amounts
known. Given under my hand & seal this 31st March
1842, as a part & parcel of schedule A referred to in
foregoing deed & to be recorded as part of same -
Thos. Smith

In Clerk's Office of King George County, Va., April 5th 1842.
The foregoing deed of trust in real estate from

Isle of Wight, Eng, to wit:

We M. Womble and E. Morrison Justices of the peace for the County aforesaid, in the state of Virginia, do hereby certify that, Ann Maria Smith, the wife of Thomas Smith parties to a certain deed bearing date on the 1st March 1842 Hunts annexed personally appeared before us in our county aforesaid & being examined by us privately & apart, from her husband & having the deed aforesaid fully explained to her, she the said Ann Maria Smith, wife of the said Thomas Smith, acknowledged the same to be her act and deed & declared that she had willingly signed sealed ~~made~~ & delivered the same & that she wished not to retract it. Given under our hands & seals this 25th day of March 1842.

Schedule A.

\$cts

Church of Diocese of Ohio 1 st Jan'y 1840 Bond	3	1000 00		
fully secured in Caroline				
John H. Goodwin 1 st Jan'y 1839 bond fully secured in Caroline		150.00		
Elizabeth D. Goodwin " " " " " " " "		20.00		
L ^{ts} Glasswell say about 1841 bond for say		68 00	1238	00
J. Morris Estate 1 st March 1842 say } Secured in		300 00		
Caleb Smiths do " Jan'y 1843 } Westminsterland		300.00	800	00
J. H. Beenh principle bond amply secured say			500	00
Sampson White Bond 1 st Jan'y 1842		600.87		
" Acceptance 3 rd Jan'y 1843 Gray lease		68.25		
" 1 st Jan'y 1843 bond for hire		55 00	724	12
Edward Morrison " " " " " "		30.00		
John Sutridge " " " " " "		65.00		
Thomas Worley " " " " " "		25.00		
William L. Adams " " " " " "		145.00		
Josiah Holliman " " " " " "		35.00		
Willis Wilson " " " " " "		30.00		
Math ^r Hausworthy " " " " " "		15 00	345	00
Same Chapman " " 1842 open acct.		43.26		
Simpson White " " " " " "		18.02		
Meris Womble " March " " "		76.75		
William H. Jordan " " " " " "		33.32		
E. P. Nash " " " " " "		25.58		
Judge Mason " " " " " "		15.00		
Subscription to Lodge " " " " " "		50.00	261	93
Holstead 1821 Bond			95	00
Wm. H. Taylor ^{Long} " Jan'y 1842 one half letter of credit			150	00
Wm. L. Adams ab " April 1841 Bond for stock & say		150.00		
Same " Jan'y 1842 contra do there		140.00	290	00
Albert Clarke about " " 1840 bond for			200	00
James Chalmers " April 1842 acct for			8	81
Thomas & Adams 31 st March " Bond "			382	66
Wright & White acct " August 1841			265	00
Thomas H. Botts about " Bond "			100	00

in good & improving order so as to increase its value yearly until sold if at all, & to this end may take of the rents not exceeding however one half thereof to settle, compound or compromise any matters in controversy, either for or against said Thomas, always using due discretion, to appoint other atty. agents or if thought best make a general assignment of all his rights duties & responsibilities under & growing out of this deed to any one or more persons mutually agreeable to the other parties, said assignee or assignees succeeding by virtue of such assignment to all such rights, duties and responsibilities. It is further stipulated that all claiming under this deed shall signify their acceptance of its provisions by writing addressed to the trustee duly witnessed, within sixty days after notice duly served, specifying the arms of their claim, how evidenced & whether disputed, so that he may know how to govern himself. No such neglect shall however defeat any rights herein secured or displace them from a higher to a lower class. All however expressly refusing its provisions or unnecessarily delaying their acceptance of them or who seek to disturb either this or the deed of settlement in favor of the said Ann Maria Smith shall be classed as No 5, instead of No 2, 3 or 4 as the case may be, and be paid accordingly. It is further stipulated that if in closing any deed or collecting any debts, it shall be necessary to purchase any property in order to avoid too great a sacrifice, the trustee or assignee or assignees is hereby fully empowered to do so & make disposition thereof according to the true intent and meaning hereof, the same being subject to all the provisions and stipulations herein contained, and the said Wiley R. Mason for himself his heirs, execs, admors or assigns covenants with the other parties to

these presents, that he or they will faithfully execute the trust hereby reposed in them, and should a sale or sale of the property be made & the debts or debts collected, the proceeds thereof shall be faithfully applied according to the true intent and meaning of this deed; and should no default be made, that he or they when required by the said Thomas Smith or his legal representative or representatives & at his or their proper costs and charges release and convey to him or them the property aforesaid. This deed is intended to embrace every thing of every kind and description in law or equity to which I may be entitled any and every where, not heretofore conveyed or settled & all equity of redemption in any and every such settlements or conveyances & any balance over & above the objects specified in any such conveyances or settlements, whether such be in the Counties of Caroline, Isle of Wight, Westmoreland, or else where. "Marked A" for life "he" interlined before signing. In testimony whereof the parties to these presents have hereunto set their hands & affixed their seals the day and year first above written.

Signed, sealed and delivered in presence of

Thos. Smith
Ann M. Smith

Isle of Wight County to wit:

We M. Womble & Edwin Bannison justices of the peace for the County aforesaid & State of Virginia do hereby certify that Thomas Smith a party to a certain deed bearing date on the 1st March 1842 & hereto annexed, personally appeared before us, in our county aforesaid & acknowledged the same to be his act & deed & desired us to certify said acknowledgment to the Clerk of the County Court

the approbation of said Smith & a majority of the creditors of the first class, and applied sacredly & faithfully to some one or more of the debts herein secured or intended to be secured, the said stipulation being intended to give to ~~go~~ to the trustee an enlarged discretion for the benefit and not for the injury of any of the parties interested, care being taken in such and all other payments to avoid giving any preference to creditors of the different classes, so that no shall ultimately receive more than the others. Fourthly, after said debts shall be fully realized or their solvency tested, & the debts hereby secured still remain due and unpaid in whole or in part, then, or as soon thereafter as the said trustee or his assigns shall think fit, or the parties of the third part shall require & direct, the said Wiley R. Mason or his assigns shall expose to sale the property hereby conveyed, or such parts thereof as may be thought best & sufficient, at public auction to the highest bidder, having previously fixed the time & place of sale, and given due and full notice thereof (the time and place and terms to be left at the discretion of the trustee) provided no notice shall be under ninety days and no forced sale shall be made ^{prior to} ~~provided~~ the 1st of Aug 1847, when the last of the specialties full due. Fifthly to pay said proceeds from any and all sources, first to the discharge of any prior incumbrances or incumbrances on any or all of the property and rights hereby conveyed or settled in the deed of conveyance in favor of the said Ann Maria as necessity may require or prudence dictate. 2nd to the liquidation of debts classed No 2 in rateable portions, or in such other way as necessity may require or prudence dictate, looking to the general good of the whole & a specific ultimate equality among the whole of this class who assent to the provisions of this deed, 3rd to the payment of debt classed No 3. 4th in equal proportions among all such creditors of one William Smith of the county of

Calypso where the said Thomas Smith is security or endorser and whose responsibility is fixed by due course of law arbitration, or written admission (the parties assenting to the provisions of this deed) but it is expressly understood, that all the securities of the said Thomas Smith are considered & intended to be embraced among the creditors classed No 2 & are to be so treated as though they were specifically embraced & it is further expressly understood, and agreed that this deed is to place no claimant under it as to the amt. due or ought to receive in any higher or other footing than said claims now sustain, all amts. to be fixed, altogether extraneous of the deeds & security to be claimed only for such sum thus and only thus fixed & the balance, if any, after satisfying the purposes of this deed, paying all expenses in its execution, fifthly, to the said Thomas Smith his heirs, exors, admors or assigns, but if all of said debts shall be fully paid off and discharged, and all other the intents and purposes herein contemplated, be fully consummated so that there be default no where, nor in any thing, then this Indenture and every thing herein contained, is to be void. It is further stipulated and agreed that nothing herein contained shall interfere with the rights of the said Peice as expressed on the face of Wm Smith's bonds under the deed of trust securing the same from said William, that said trustee is hereby empowered to raise money for the purposes of this deed & subject the entire property herein conveyed to secure the same the lender seeing the same duly appropriated, is not only authorized but directed first to liquidate the balance due for the land in the County of Isle of Wight settled on the said Ann Maria Smith, unless a more urgent need shall require a different direction - is further empowered to keep the property hereby conveyed

all may be paid if possible. And whereas it is his full purpose and intent to convey all save what is heretofore conveyed so that it may be the interest of all to assent to this deed. Now this Indenture further witnesseth that in Consideration of the premises and of one dollar to them in hand paid by the said Wiley R. Mason, at & before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, they the said Thomas Smith and Ann Maria his wife have granted bargained and sold, and by these presents, do grant bargain and sell and convey unto the said Wiley R. Mason his heirs and assigns, the following property to wit, as per schedule marked B. hereto annexed, which is to be taken and considered as a part of this Indenture as fully and to every intent and purpose as if the same had been herein set forth at large, will more fully appear, to wit; All that tract or parcel of land called Marengo & Millville, containing ^{about} twelve hundred acres be the same more or less, lying in part on the Potomac river & Rogers Creek, bounded thereby & by the lands of George D. Ashton, Thomas B. Baber, Nathl. H. Hood Junior, Mary Suttles, the mill pond and Thomas Suttles, including all the lands purchased from sundry & known and held as a part and parcel of said places, the tract of land of which Brigs Reynolds died seized and possessed containing about 200 acres more or less on which a power of atty to sell in discharge of a debt exceeding its value, by the heirs, said land adjoining the mill pond and bounded by the lands of John Frank & others, one other tract of land containing about 100 acres purchased of Gustavus G. Rogers & others, of which Henry Suttles died seized & possessed, bounded by the lands of Daniel Crutley, S. L. C. Brown & others, the tract ad Indian town of which the widow of Saml Rollins is seized & possessed for life,

containing about 300 acres more or less, & bounded by the lands of Nathl. H. Hood, Colub Jones and others, one other tract of land containing about 200 acres on the Pasapatanzy hills, near the Potomac Creek, adjoining the lands of Peter Hambright & others, & is the same once owned by Thomas Tauslow, all the remaining unsold portions of the Office Estate containing by estimation, about 650 acres be the same more or less, together with that large and valuable body of Mountain land lying and being in the County of Pendleton containing from 50 to 100000 acres, the course distances and boundaries of which will more fully appear by reference to the deed from one George Johnson, and plat for said land of record in said County & the originals of which are now in my possession, & the tax on which said land has been always promptly paid up, together with all other lands, except those lying and being in the Counties of Caroline, Westminsterland & Isle of Wight, & in them likewise after the discharge of liens created on them, with all and singular the premises & appurtenances to the same belonging in any wise appertaining. To have and to hold the said tracts of land and premises with the improvements thereon & all and singular them and each of them appurtenances unto the said Wiley R. Mason his heirs, Exors, admors or assigns forever; but in trust nevertheless and for the following special purposes, To wit, The said Wiley R. Mason or his assigns shall forthwith proceed to collect in the earliest & most practicable way the debts due on demand, the interest semiannually accruing on the specialties aforesaid, & the rents as they severally fall due & apply as herein after directed. Secondly collect the specialties as they severally fall due either by an expiration of time of payment, or a non compliance with condition endorsed. Thirdly sell privately or publicly any or all of the lands herein conveyed, and transfer any of the listed debts, provided said sale or sales, transfer or transfers, be made with

This Indenture made this first day of March in the year of our Lord one thousand eight hundred & forty two, between Thomas Smith and Ann Maria his wife of the one part, Wiley R. Mason of the second part, and Wentworth W. Price, Sampson White, George W. Purdie, A. Buck, Kingdon College, Clara H. Goodwin, Elizabeth D. Goodwin, Dr Glasswell, A. Morris's Estate, C. Smith's Do, J. H. Booth, Edward Morrison, William C. Adams, A. Clarke, Thomas H. Adams, Wyatt B. White, and all others as specified in the classes hereto annexed of the third part. Witnesseth that whereas the said Thomas Smith is indebted to several individuals & has assigned and endorsed sundry bonds and notes and is otherwise responsible or likely to become so, in divers sums of money as will more fully and at large appear, by the annexed schedule marked A, which is to be taken and considered as a part of this indenture as fully and to every intent and purpose as if the same had been herein set forth at large; and the said Thomas Smith is very desirous to pay the said several debts and the interest now due thereon and to grow due; but finds it difficult so to do, because his property consists almost entirely of real estate and specialties due at distant dates, but some on demand; and whereas the said Thomas Smith feels bound in honour and law amply to provide for his own fair and bona fide creditors (including the assignments made to the said Price or endorsements of notes to him as the case may be among those creditors) to make good a deed of settlement this day executed in behalf of the said Ann Maria for property lying and being in the County of Isle of Wight, and to make this provision in such a way as to ensure peace to his own bosom, payment to his own creditors & such a dividend among others as may forsee themselves entitled, avoiding unnecessary sacrifices, and so managing the whole that

I hereby certify that the foregoing deed was filed in the
Clerk's Office of the Circuit Sp^{rs} Court of Land & Chancery
for Isle of Wight County in the case of Deico v. Smith.
A Copy Teste
J. G. Mills D.C.

That the said Wiley B Mason shall forthwith proceed in a prudent & judicious way to realize the debts aforesaid collect all the rents and apply the same in liquidation of the administration balances aforesaid in such proportions & parts as shall be thought best or prove most expedient when and before, if said balances be not paid according to their true intent and meaning in the whole or in part or as soon thereafter as the said trustee or his assigns shall think fit or the the parties of the third part require and direct the said Mason or his assigns shall expose to sale the property hereby conveyed or such parts thereof as may be thought best and sufficient at public auction to the highest bidder for cash having previously fixed the time and place of sale (deducting all necessary expenses) pay first in discharge of said debts in such proportions as shall make them both equal & the balance if any apply to the purposes of another and from the same parties of the first to the same party of the second part said deed being of record in the Clerk's office of King George County should such payment be necessary but if not then to the said Thomas Smith his heirs &c But if the said debts be fully paid off so that no default be therein made then this deed to be void. The testimony whereof the parties to these presents have hereunto set their hands & affixed their seals the day & year first above written

Signed sealed and delivered
in presence of

Thos. Smith *Seal*
Ann M. Smith *Seal*

Offe of Wright Ctry to wit

We M Womble and E. Morrison justices of the peace for the Ctry aforesaid State of Virginia do hereby certify that Thomas Smith a party to a certain deed bearing date on the 1st of March 1843 and thereto annexed personally appeared before us in our County aforesaid & acknowledged the same to be his act and deed and desired us to certify & acknowledge same to the Clk of the Ctry Court of Westmoreland in order that the said deed may be recorded, given under our hands and seals

This 25th day of March 1842

M. Womble *Seal*
E. Morrison *Seal*

Offe of Wright County to wit

We M Womble & E. Morrison justices of the peace for the Ctry aforesaid State of Virginia do hereby certify that Ann Maria Smith the wife of Thomas Smith parties to a certain deed bearing date on 1st March 1843 thereto annexed personally appeared before us in our County aforesaid being examined by us privily & apart from her husband and having the deed aforesaid fully explained to her she the sd Ann Maria Smith wife of the said Thomas Smith 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 not to retract it given under our hands and seals this 25th day of March 1842

M. Womble *Seal*
E. Morrison *Seal*

Virginia

Clerks office of Westmoreland County Court the 6th day of April 1843. This deed from Thomas Smith and Ann Maria his wife to Wiley B Mason in trust for the benefit of the distributees of said Smiths decd & others was this day presented in my office and with the certificates of acknowledgment and privy examination on thereto admitted to record

Recorded & Examined

Teste

William Smith Clk
Teste William Smith Clk

From the Record a true copy
Teste

William Smith Clk

This Indenture made this first day of March in
year of our Lord one thousand eight hundred & forty two
between Thomas Smith and Ann Maria his wife of the one
part, Wiley R. Mason of the second part and the distributees
of Caleb Smith decd and the devisees of Alexander Morris decd of the
third part whereas the said Thomas Smith has heretofore qualified
as admor of with debts now of Caleb Smith decd will be
incurred as such in about the sum of \$350 and has further
qualified as admor with the will annexed of Alex^r Morris decd
will be indebted to said estate in the sum of near or about
\$500 he is willing and desirous most effectually to secure the
same with all accruing interest and costs. Now this Indenture
witnesseth that for and in consideration of the premises
as well as of one dollar to them in hand paid at and
before the ensuing and delivery of these presents thereof
whereof is hereby acknowledged they the said Thomas Smith and Ann
Maria his wife have bargained and sold and by these presents
do bargain sell convey unto the said Wiley R. Mason his
heirs and assigns all those tracts or parcels of land lying
and being in the County of Westmoreland called respectively
the White Oak Swamp the Sandy & Possimmon house tracts
bounded by the lands of Messrs Lewis Reamey, J. A. J. Beaman,
Sebastian Stoe &c containing about 100 acres more or less
with all the rents issues and appurtenances to the same
belonging or in any wise appertaining and the said Thomas
Smith moreover assigns to the said trustee to be paid on as
received in liquidation of the debts here secured a judgement
in the name of J. Smith vs James Cunningham in the
County of King George and a bond or bonds now in the hands of said Mason
as atty. with an order on him from the debtor due bearing by George
Pickel of Fredericksburg. To Have and to hold the said tracts of land
and premises with all and singular their appurtenances
together with the debts aforesaid unto the said Wiley R. Mason
his heirs and assigns forever. In Trust nevertheless

The Bond of No ~~H~~ What feels filed with this answer of Pence
Wilson is withdrawn from the papers in this cause and
filed by me in the papers of the case of Pence & Smith
by virtue of a decree made hereon on the 20th October 1837.

A. P. Young

George Wilson Trustee
3 Repat

William Auction of
v. 3 Geo: Wilson
Smith & Co.

Accepted by the Prof.

subject to the order disposition and decree of this court herein
 after to be made upon the merits of the said bill filed as
 aforesaid. Your Petitioner further represents, that one Gray
 Carroll to whom two of the said ~~land~~ several bonds were
 assigned, (the other four bonds being paid & discharged as aforesaid)
 having required a sale of the said property, in the said deed
 of trust mentioned; He the Trustee aforesaid being Your Petitioner,
 did, according to the terms of the deed, sell the remaining portion
 of the said tract of land being three hundred and five ays,
 and at the sale so made on the 3^d day of November 1842
 one R H Whitfield became the purchaser, at the price of
 two thousand two hundred and twenty dollars.

From the amount of said purchase money to wit \$2225.00
 deduct the amt of prin: & interest on the
 two bonds - \$1778.32
 and the costs of said trust being 102.16
 \$1880.48

leaving a net balance of \$344.64
 for which Your Petitioner, with R H Whitfield's bond, properly
 secured, upon making a deed to him for the said land in
 conformity with the restraining order aforesaid, Your Petitioner, here with
 submits a report of the execution of the said trust together with
 the bond for the surplus of sale, to your Honor. & prays Your Honor
 to receive the same and make a disposition of the said surplus
 funds in order that Your Petitioner, as Trustee, as aforesaid, may
 be relieved from all further trouble, or responsibility, in relation
 to the said fund -

Geo Wilson

To the Hon^{ble} A H Baker Judge of the cy-
sup^r court of Law and Chancery for the county of
Isle of Wight.

Whereas by a Deed of Trust executed by George W Purdie, to
George Wilson, your Petitioner, on the 8th day of June 1837, to secure
the payment of six several bonds therein described and mentioned;
due and payable to Thomas A & Wentworth-Pierce, A tract of
land containing four hundred and sixteen aces commonly called Pirae
in the county of Isle of Wight was conveyed to the said Wilson, y^r
said Petitioner, in trust, for the purpose aforesaid. And whereas also,
one hundred and eleven aces of the said tract, heretofore to wit
on the 25 day of June 1839 - was sold by consent of
parties, to the said Deed of Trust, and released to one Jordan Womble,
the purchase money of which said 111 aces, together with other
funds, discharged four of the said six obligations in the Deed of
Trust mentioned, leaving due, and unpaid, with the interest thereon, two
of the said six several bonds. The principal of each of the several
six bonds being the sum of \$671. 58^{cts} carrying interest from the
8th of June 1837. And whereas by a restraining order procuring
out of a bill in Chancery, filed in the circuit sup^r court of Law
and Chancery, for the county of Isle of Wight, by Withers & others,
against one Thomas Smith, and others, your Petitioner, Trustee as
aforesaid, in the event of a sale of the property conveyed in the
said deed being made, your Petitioner, after satisfying and dis-
charging the said debt and interest secured by the Deed aforesaid,
and paying all the expenses attending the execution of the said
trust, was directed & authorized, for the surplus of sale to take
a bond with approved security which should be retained
in the hands of your Petitioner the Trustee aforesaid

hands & seals this 25th day of March 1842 -

M. Womble J. C. Esq.

E. Morrison J. C. Esq.

Sole of Wight County to wit:

Wm M. Womble and E. Morrison Justices of the Peace for the County aforesaid in the State of Virginia do hereby Certify that Ann Maria Smith the wife of Thomas Smith parties to a certain deed bearing date on the 1st March 1842 & here to annexed, personally appeared before us in our County aforesaid, & being examined by us privately and apart from her husband, & having the deed aforesaid fully explained to her, she the said Ann Maria Smith ^{wife of the said Thomas Smith} acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed and delivered the same & that she wished not to retract it. Given under our hands and seals this 25th day of March 1842 -

M. Womble J. C. Esq.

E. Morrison J. C. Esq.

Schedule.

Class No. 1 as to Lines & No. 2 as to balance	
Montross W. Pierce 1 st Jan'y 1842 W. Smith's bond in deed	2050.00
" " " " " " W. Smith's do in do.	400.00
" " " " " " 1843 W. Smith's " " "	2250.00
" " " " " " W. Smith's " " "	400.00
Endorsed by me and secured in foregoing deed	\$1700.00
George W. Purdie 1 st March 1842 Bonds	\$320.00
Same " " 1843 "	1000.00
" " " Jan'y 1842 Note	\$6.37 1/2
Same Ant. the bonds secured on land bought at 1843. 622	3200.00
A. Buck July 1 st 1840 on bond writing now to about	685.00
Trayon College or Trustees of the Soc. Serv. of the P. L. Church	
Doiced on this 1 st Jan'y 1840 Bond fully secured in Car line	\$1000.00
Clara H. Goodwin 1 st Jan'y 1841 Bond fully secured	130.00
in Caroline.	
Elizabeth D. Goodwin " " " " "	20.00

of the seals, not exceeding however one half thereof to settle
Compounds or compromise any matter in Controversy either
for or against said Thomas always using due discretion, to
appoint other attys, agents or if thought best make a
general assignment of all his rights, duties & responsibilities
under and growing out of this deed to any one or
more persons mutually agreeable to the other parties,
said assignee or assignees succeeding by virtue of such
assignment to all such rights duties and responsibilities
It is further stipulated that all claiming under this deed
shall signify their acceptance of its provisions by writ-
ting addressed to the Trustee duly witnessed within
Sixty days after notice duly served, specifying the
amount of their claim, how evidenced, whether disputed,
so that he may know how to govern himself, No such
neglect shall however forfeit any right herein de-
scribed or displace them from a higher to a lower
Class, All however expressly refusing its provisions
or unnecessarily delaying their acceptance of them, or who
seek to disturb either this or the deed of Settlement in fa-
vour of the said Ann Maria Smith shall be Classed as No.
5 instead of No. 3, 4 or 5 as the Case may be, and be paid
accordingly. It is further stipulated that if in closing
any debt, or collecting any debt, it shall be necessary
to purchase any property in order to avoid too great a
sacrifice, the Trustee, or assignee or assignees is here-
by fully empowered to do so & make disposition thereof
according to the true intent and meaning hereof
The same being subject to all the provisions and
stipulations herein contained, and the said Wiley R.
Hazen for himself his heirs, Exors, admors or assigns
Purveyant with the other parties to these presents
that he or they will faithfully execute the trusts here-
by imposed in them, and should a sale or sales of

the property be made & the debt or debts Collected the
proceeds thereof shall be faithfully applied according
to the true intent & meaning of this deed; and should
no default be made that he or they when required
by the said Thomas Smith or his legal representative
or representatives & at his or their proper costs & charges
release & convey to him or them the property aforesaid.
This deed is intended to embrace every thing of every kind
and description in law or equity to which I may be
entitled any and every where, not heretofore conveyed
or settled, & all Equity of redemptions in any and every
such Settlement or Conveyance, & any balance over and
above the objects specified in any such Conveyance or
Settlement, whether such be in the Counties of Caroline
& of Wright Westmoreland or Elsewhere. "Marked A" for
life" he" intended before signing. In testimony whereof
the parties to these presents have hereunto set their hands
and affixed their seals the day and year first above
written.

Signed, Sealed and delivered
in presence of

Thos Smith
Ann M. Smith
Seal
Seal
Seal
Seal
Seal

Wile of Wright County to wit

We the Wm. Wmble & Edwin Morrison justices of the
peace for the County aforesaid & State of Virginia do
hereby Certify that Thomas Smith a party to a certain
deed bearing date on the 1st March 1842 thereto an-
nexed personally appeared before us in our County
aforesaid, & acknowledged the same to be his act
and deed & desired us to Certify said acknowledgment to
the Clerk of the County Court of King George in order
that the said deed may be recorded. Given under our

written admission (the parties assenting to the provisions
 of this deed), but it is expressly understood that all
 the securities of the said Thomas Smith are considered
 and intended to be embraced among the Creditors Classed
 No. 2 & are to be so treated as though they were specifically
 embraced, & it is further expressly understood and
 agreed that this deed is to place no Claimant under it
 as to the amt due or right to recover on any other or
 higher footing than said Claims now sustain, all amts.
 to be fixed, & together Extraneous of the deeds & Security
 to be claimed only for such sum thus and only thus
 fixed & the balance if any after satisfying the purposes
 of this deed paying all Expenses in its Execution, fifthly
 by to the said Thomas Smith his heirs Exors, administrators
 or assigns, but if all of said debts should be fully
 paid off and discharged and all other the intents and
 purposes herein Contemplated be fully Consummated & if
 there be ~~no~~ default no where, nor in any thing, then this
 Indenture and every thing herein Contained, is to be void,
 it is further stipulated and agreed that nothing herein
 Contained shall interfere with the rights of the said
 Creditor as expressed on the face of W^m Smith's bonds under
 the deeds of trust securing the same from said William,
 that said trustee is hereby empowered to raise money for
 the purposes of this deed & subject the entire property
 herein Conveyed to secure the same, the lender seeing
 the same duly appropriated is not only authorized
 but directed, first to liquidate the balance due for
 the land in the County of Isle of Wight settled on
 the said Ann Maria Smith unless a more urgent
 need shall require a different direction. is further
 empowered to keep the property hereby Conveyed in
 good & improving order so as to increase its value
 yearly until sold if at all & to this end may take

intended to give the trustee an enlarged discretion for the benefit, and not for the injury of any of the parties interested, care being taken in such and all other payments to avoid giving any preference to creditors of the different classes, so that one shall ultimately ^{receive} more than the others, fourthly, after said debts shall be fully realized or their solvency tested, & the debts hereby secured shall remain due and unpaid in whole or in part, then, or as soon thereafter as the said trustee or his assigns shall think fit, or the parties of the third part shall require and direct, the said Wiley P. Mason or his assigns shall expose to sale the property hereby conveyed, or such parts thereof as may be thought best and sufficient at public auction, to the highest bidder, having previously fixed the time and place of sale and given due and full notice thereof (the time, and place, and terms to be left at the discretion of the trustee), provided no notice shall be under ninety days and no forced sale shall be made prior to the 1st day of May 1847 when the last of the specialties fall due fifthly, to pay said proceeds from any and all sources first to the discharge of any prior incumbrances or encumbrances on any or all of the property, and rights hereby conveyed or settled in the deed of conveyance in favour of the said John Harris as necessity may require or prudence dictate, 2^d to the liquidation of debts Classed No. 2 in ratable portions or in such other way as necessity may require or prudence dictate looking to the general good of the whole & specific ultimate equality among the whole of this class who assent to the provisions of this deed. 3^d to the payment of debt classed No. 3. 4th in equal proportions among all such creditors of one William Smith of the County of Culpeper, where the said Thomas Smith is security or indorser, and where responsibility is fixed by due course of law, arbitration or

to assent to this deed. Now this Indenture further witnesseth that
in Consideration of the premises & of One dollar to them in hand
paid by the said Wiley R. Mason at & before the enrolling and
delivery of these presents, the receipt whereof is hereby acknowl-
edged, they the said Thomas Smith and Ann Maria his wife
have granted, bargained and sold, and by these presents do grant,
bargain and sell and convey unto the said Wiley R. Mason his
heirs and assigns the following property & debts as per schedule
marked B. here to annexed, which is to be taken and considered
as a part of this Indenture, as fully & to every intent and pur-
pose as if the same had been herein set forth at large, will
more fully appear, to wit: All that tract or parcel of land
called Marango & Millville containing about twelve hundred
acres be the same more or less, lying in part on the Po-
tomac River & Pozins Creek & bounded thereby, & by the lands
of George D. Ashton, Thomas D. Baber, Nathl. H. Hoar, Turner,
Mary Little, the Mill pond and Thomas Sorrell including
all the lands purchased from sundry & known and held
as a part and parcel of said places - the tract of land
of which Benj. Reynolds did seize and possessed contain-
ing about 300 acres more or less on which a power of Att'y
to sell in discharge of a debt exceeding its value by the
heirs, said land adjoining the Mill pond, and bounded by
the lands of John Frank & others, one other tract of land
containing about 100 acres purchased of Gustavus & Rogers
& others of which Henry Little did seize & possessed, &
bounded by the lands of Daniel Oakley, S. S. Brown & others,
the tract at Indian town of which the widow of Saml.
Potters is seized & possessed for life, containing about
300 acres, more or less, & bounded by the lands of Nathl.
& Hoar, Colvert Jones and others, One other tract of land
containing about 200 acres, on the Caspytanzy hills near
the Potomac Creek, adjoining the lands of Peter Hansbrough
& others, & is the same once owned by Thomas Huslow

All the remaining unsold portions of the Office Hall estate
containing by Estimation about 150 acres be the same,
more or less together with that large and valuable body
of mountain lands lying and being in the County of Pruden
containing from 50 to 100,000 acres, the courses, distances &
boundaries of which will more fully appear by reference
to the deeds from one George Johnson and plats for said
lands of records in said County, & the originals of which are
now in my possession, & the tax on which said lands has been
always promptly paid up, together with all other lands except
those lying & being in the Counties of Caroline, Westmoreland
& Albemarle, & in them likewise after the discharge of liens
created on them, with all and singular the premises &
appurtenances to the same belonging or in any wise
appertaining. To have and to hold the said tracts of
land and premises with the improvements thereon &
all and singular their & each of their appurtenances unto
the said Wiley R. Mason his heirs, Exors, admors or assigns
forever, but in trust nevertheless, and for the following
special purposes, First the said Wiley R. Mason or his
assigns shall forthwith proceed to collect in the earliest
& most practicable manner the debts due on demand, the
interest semiannually accruing on the Speculations a-
foresaid & the rents as they severally fall due & apply as
hereinafter directed. Secondly, Collect the Speculations as
they severally fall due either by an expiration or time
of payment or a noncompliance with Condition Endowed.
Thirdly sell privately or publicly an major alias of the lands
herein conveyed and transfer any of the listed debts, pro-
vided said sale or sales transfer or transfers be with the
approbation of said Smith & a majority of the Creditors
of the first Class, and applied secondly and faithfully
to some one or more of the debts herein secured, or
intended to be secured, the said stipulation being

This Indenture made this first day of March in the
year of our Lord One thousand eight hundred & forty two Between
Thomas Smith and Ann Maria his wife of the One part, Wiley
A Mason of the second part; and Wentworth M. Price, Samp-
son White, George W. Curdie A. Bush, Kenyon College, Clara H
Goodwin, Elizabeth A Goodwin, Dr. Glassmill, A Morris's Estate,
C. Smith & Co. J. A. Brink, Edward Morrison, William C Adams,
J. D. Clarke, Thomas F Adams, Wyatt & White and all others as
specified in the Classes hereunto annexed of the third part -
Witnesseth that whereas the said Thomas Smith is indebted
to several individuals & has assigned and endorsed sundry
bonds & notes and is otherwise responsible or likely to become
so in divers sums of money, as will more fully and at
large appear by the annexed Schedule marked A which is to
be taken and considered as a part of this indenture as full and to
every intent and purpose as if the same had been herein set forth
at large; and the said Thomas Smith is very desirous to pay the
said several debts, and the interest now due thereon and to grow
due, but finds it difficult so to do, because his property consists
almost entirely of real Estate and specialties due at distant
dates, but some are due on demand; and whereas the said Thomas Smith
feels bound in honour and law amply to provide for his own
and bona fide Creditors (including the assignments made
to the said Price or endorsements of notes to him as the case
may be among those Creditors) to make good a deed of settle-
ment this day executed in behalf of the said Ann Maria for
property lying and being in the County of Sale of Michigan and
to make this provision in such a way as to ensure peace
to his own honest payment to his own Creditors & such a
division among others as may prove themselves entitled
without unnecessary sacrifices & so managing the whole
that all may be paid if possible. & whereas it is his
expressed and intent to convey all save what is here-
before conveyed, so that it may be the interest of all

Rules

1. The first rule is that the student must be punctual.
2. The second rule is that the student must be diligent.
3. The third rule is that the student must be obedient.
4. The fourth rule is that the student must be respectful.
5. The fifth rule is that the student must be honest.
6. The sixth rule is that the student must be brave.
7. The seventh rule is that the student must be kind.
8. The eighth rule is that the student must be generous.
9. The ninth rule is that the student must be patient.
10. The tenth rule is that the student must be persevering.

Withers & Son -

approve - Same as White & Co. at letter to report -
at full the afternoon. But the answers of the
defendants will be deposited with the Clerk
at Lansing weeks. The same is about to
~~the~~ back after other reasons. I have not
given the answers. The same are answers
should be done - J. Taylor

Within

m. $\frac{1}{2}$ Co. Capt.

South

No land or ^{any} other property
in my bailiwick on which
this can be levied.

J. B. Whitbread Esq
for B Drusshiff
Aug. 3^d 1843

The Commonwealth of Virginia

To the Sheriff of Isle of Wight County Greeting: Whereas John
Withers at our Circuit Superior Court of Law and Chancery for Isle of
Wight County on the 7th day of May 1842 before the Judge held hath
recovered against Thomas Smith (who is joint obligor with William
Smith and William Bell) the sum of Three thousand two hundred
and nine dollars and ninety three cents with legal interest on Three
Thousand one hundred dollars part thereof from the first day of
July 1840 till paid and eight dollars and fifty seven cents, ^{his} costs by
him about his suit in that behalf expences and the said John
Withers hath chosen to have delivered to him all the goods & chattels
of the said Thomas Smith saving only the oven and beasts of his
plough and also a moiety of all his lands and tenements in your
bailiwick to have and to hold the goods and chattels aforesaid
as his own proper goods and the said moiety as his freehold to him
and his assigns until he shall have levied thereof the debt interest
& ~~damages~~ costs aforesaid. Therefore we command you that you
cause to be delivered all the goods and chattels of the said Thomas
Smith saving only the oven and beasts of his plough and also a moiety
of all his lands and tenements in your bailiwick whereof he at the
day of obtaining the said judgement was seized or at any time
afterwards by reasonable price and content to have and to hold
the said goods and chattels to him the said John Withers as of his own
proper goods and chattels and the said moiety as his freehold to him and his
assigns until he shall have levied thereof the debt interest and costs aforesaid; And
that you certify our said judge under your own seal and the seal of those by
whose oath you make this return and appraisement that you execute this writ the
Second day of January 1843. And leave then there this writ. Witness Nathaniel P
Young Clerk of our said Court at the Court house this 2^d day of November
1842 and the 6th of the Commonwealth

Copy

H. P. Young Clk.

Teste

A. P. Young Clk.

Executed by delivering a Copy to the within
named John F. Jackson Sept 29-1849
James Cook Dep
C. R. Atkin
A. J. M.

Within
as: 3
Elizab.
Smiths across:

To 1st day Oct. 1849.
Sp. 2nd (being the 1st
of the month) 1849.

A. Atkinson dep.

The Commonwealth of Virginia To the Sheriff of
Wood County, Greeting: Whereas John Withers hundred
exhibits to our Circuit Superior Court of Law and
Chancery, for the County of Isle of Wight, his bill of
complaint against Thomas Smith and others, wherein
sundry proceedings have been had, as appear from the
records and files of said Court; but before a final
decree could be pronounced in the cause the said
Thomas Smith departed this life, and the Plaintiff
has applied for a Scire Facias against John I.
Jackson the administrator of the said Deceased,
Thomas Smith: Therefore, we command you, that you
make known, according to law, to the said John I.
Jackson administrator of Thomas Smith decd. that
he be before the Judge of our said Circuit Superior
Court of Law and Chancery, at the the Court House of
Isle of Wight County, on the first day of the next
term, to show, if any thing for himself he hath or
travels to say, why the said Suit should not be
proceeded in against him in his character of said
and be in all things in the same plight and condition
as it was at the time of the decease of the said
Thomas Smith, and further to do and receive what our
said Court shall in this part command. And have
this then this writ. Witness Nathaniel P. Young
Clerk of our said Court, at the Court House, the
13th day of September 1847 in the 7th year
of the Commonwealth.

N. P. Young Clerk.

Index m. Smith v.

Octo. 1830. Decree. O. B. p. 232

July 1. 1831. Repts. of J. Taylor

Octo. 6. 1831. 3^d repts. of
Sales.

Octo. Term 1831. Decree for deed

May 1832 (repts of sales & further
decree for sale. O. B. p. 279.

Octo. 1832. Decree. O. B. p. 288.

Octo. 19. 1833. Plat. of J. H. Paine
filed.

May 1834. Decree to make deed.
O. B. p. 19.

Octo. 1834. Repts. m. & d. & decree
L. 29.

Octo. 1866. Decree for act.

See

Since then

41. 3/4
vs. 3 1/2

Smith & Co.

Octo. Term, 1871.
final decree.



Commonwealth of Virginia,

Department of Public Printing.

Legislative Documents.

To the Clerk of

County Court

of the County of

VIRGINIA.

[] al and deliv his Book to Clerk of County Cou
Elect returns, Ne 870 :)
Precinct,
Town p.

POLL BOOK

Of the Election held at.....in the Township
of.....in the County of.....

in the State of Virginia, the eighth day of November, in the year of our Lord one thousand eight
hundred and seventy.

.....Judges and.....

.....Clerks of said election, were respectively sworn,
(or affirmed,) as the law directs, previous to their entering on the duties of their respective offices.

Power
in
Smith

Re: deems + statements

Deems.

Pease
to G.
Smith

Reports of Commissioners
Receivers Board of Kenyon
College.

Spd Com Rpts

Purcell's Bill.

Smith's wife &

Filed February Rules 1843

1843. Feby. 6th Bill and exhibits
from A. to W. & Co.

Lampson wrote app^r 9th and letter
to the court. Also his answer
filed and sent up.

Sp. as exp^d on all parties except Geo.
Wither who appears by a letter
his att^r with the Sp. being served

March rules 1843.

Answer of Def. Wither filed app^r
app^r

May rules set for hearing.

May Court 1843. Answer of
Def. Smith wife, Goodwin
J. M. Smith & Geo. Nelson
filed by leave of court.
It agreed for sale &c.

Octo Term 1843. decree
confining report of Smith & Co.
to and bill & make me parties
the cause sent to rules.
November rules - Answer filed
filed & Sp. to answer
and order of publ. in full

T. Taylor p. 9

1843.

Decr rules 1843.

Sp. exp^d on def.

1844.

Feby: Rules set for hearing

May Term 1844
decree in this &
the case of Wither,
w. Smith, for
account, together

Octo. Term 1844 &c.

1845. May Term -
cont. Sept. with bills
filed. &c.

Sept. 12. 1845 re pl.
fines.

Octo: Term 1845.
Dum. to collect bills
& also to all Execut.

Octo: 20th 1845.
Fines p. 251.

May 1845. Cont.

May Term 1849
decree. o. B. p. 222.

Octo. 1849. dec. p. 230

May 1850. Cont.

Octo. Term 1850
Dum. O. B. p. 250.

promises due by the said Thomas as administrator of Alexander Thomas
deceased and especially secured by the mortgage recorded in Westminster
Land Court has since been fully paid as will appear from a
settlement rendered in the County Court of Isle of Wight and they
believe that several other of the scheduled debts have been paid -
Your orators are desirous that this Court shall take under
its control and direction all the Estate of the said Thomas
Smith conveyed by the said deeds herein mentioned and
decree the said Estate to be sold debts collected &c. and
the proceeds distributed according to the dispositions made
thereof by the said deeds. so far as the same may be consis-
tent with law and Equity - They are advised that such
powers can be legally exercised by this Court and ought to
be exercised in the premises. In further consideration whereof
and premises as your orators are reminded in the premises
save only by the aid of this Court. In the end therefore that
the said Thomas Smith and Ann March his wife late
Smith Thomas Smith jr. Mary W. Smith. Littleton Smith. Ann March
Smith and Smith. the six last infants (children of the said Thomas
and Ann March) by a Guardian ad litem &c. John Thomas Gordon
James H. Smith. Wiley R. Mason. William Smith William
Bell. George Wilson and John Withers may be made parties defendants
to this Bill and required to answer the same on oath as fully as
if particularly interrogated thereto. that all the creditors of the
said Thomas Smith who may choose to come in and claim the benefit
of this suit may be allowed that privilege on the usual terms
that all proper accounts be taken and that the said deeds executed
by the said Thomas and Ann March Smith may be enforced and
executed according to their legal import and effect. and the
just rights of your orators maintained in the premises as herein
aforesaid. more particularly that your Honor would decree ^{immediately} sale
of all the real Estate conveyed by the said deeds. so that the
proceeds of sale may be brought into Court. that if necessary your
Honor may appoint one or more receivers of the debts due to
the said Thomas Smith and conveyed by the said deeds. and that
the debts of your orators and of the other creditors of the

said Thomas may be satisfied as may be right and proper. as
also the extent of the said Ann March in the real premises
conveyed for her benefit ascertained and fixed. and that such
further and other relief may be granted your orators in the premises
as may be proper and consistent with Equity. May it please the
Court to grant a *spare* -

Josueell Tagloe
Jr.

And your orators further charge that the said Thomas Smith being
 desirous to secure to them the payment of their claim due by the
 deed recorded in King Benchments herein before mentioned.
 provide for the payment of their said demand by ranking them
 in the first class of creditors. the said demand being inaccurately
 described in the Schedule A annexed to the said deed as a debt
 due your orator Wentworth &c. Your orators are therefore satisfied
 in addition to their other distinct and separate securities.
 (if any) to the benefit of all the provisions made by the said
 deeds of the said Thomas for his creditors of the first class.
 They charge that the tracts of land described in the said
 last mentioned deed, as the Mango tract and the Mellwell
 tract lying in King Benchments, had been previously conveyed
 by the said Thomas in trust to secure certain debts due by
 him not equal in value however to the land - Office copies
 Exhibits. M¹. M². M³ of the said deed, (marked M¹. M². M³) are herewith filed as
 Exhibits from which it will be seen that the wife of the
 said Thomas did not unite in the said conveyances, and that
 the said tracts (the most valuable of all) are now liable to
 be sold for the payment of the said demands, subject to the
 wife's right of dower - A sale under such an encumbrance
^{and for cash} would necessarily cause the property to be greatly sacrificed -
 and a sale would have actually been made under the said
 deeds but for the interference of your orator Wentworth who
^{on the 7th of December last} to prevent an enormous sacrifice of the property, and to postpone
 the sale until a decree could be obtained by which the wife's
 interest in the said tracts could be sold, become the apportion
 for full value of the debt due John A. Blackford - Your
 orators moreover charge that Wiley R. Mason is unwilling
 to accept the Trust created by the said deed (Exhibit II) so long
 as it is clogged with so many useless and inconvenient
 conditions - altho he is willing to take the legal ^{or equitable} Estate in
 the premises conveyed and to administer the same under the
 direction of the Court - The property is depreciating in
 value from neglect and the interests of all parties require
 an immediate sale - Your orators further charge that the debt

*
The said ^{real} property purchased from your orator to the use of his Judgment
rendered in May 1842 after the execution and recording of the conveyance.
But your orator would charge as they are advised. That the said
deed is valid and effectual against the Judgment of the said
John Withers and against all other Judgments rendered against
the said Thomas since the execution and recording of the said
conveyance to wit on the 26th March 1842. and on several distinct
grounds some of which will be here mentioned - 1st your orator
contends that they had an equitable lien on the said Grove Property
at the time of the execution of the said conveyance. which was not
impaired thereby but was in fact distinctly recognized by the said
deed and thereby the rights of your orator established to support
and enforce the execution of the said lien by force of the
deed as well against the beneficiaries of the said deed as against
Subsequent creditors of the said Thomas Smith - and your orator
respectfully submit to the Court such claim - 2nd your
orator charge that if their claim above set forth be not sustained
by the Court then that the said deed is valid against the claim
of the said John Withers and other creditors of the said Thomas as
aforesaid because the considerations on which the said deed
is executed are manifestly and beyond all doubt good and
valuable such as a Court of Equity delights to sanction and enforce -
These considerations are 1st a relinquishment by the said Ann
Marion's Smith wife of the said Thomas of her rights in other
real Estate - to which extent she will be regarded by this Court
as a purchaser for value - 2nd a provision for the creditors of the
said Thomas Smith named in the deed herein referred to recorded
in King George's County (Exhibit I) - 3rd a provision for his wife and children
if his liabilities could be satisfied out of his other property conveyed
at the same time for that purpose - Your orator are not advised of the
value of the dower right and other rights conveyed by the said Ann
Marion's ~~was~~ a consideration for the said conveyance - They however
pray that the value of the said interests may be inquired into and
ascertained by this Court and that the said deed may be enforced
for the benefit of your orator and all others concerned according to
the just and legal intent and that the claim of the said Withers may be rejected.

some Property sold by them to the said Thomas for the purchase
money, and provided by the said deed that the said ^{as also the legal lien on} Pierceville
be left out of the property of the said Thomas conveyed by the
other deed and that in the event of the said lien being
satisfied that the said Anna Maria should be satisfied to
the extent of her legal interest out of the property conveyed
by the other deeds.

And your orators further allege that by another of the said
deeds, duly recorded in the County of King George. (an office
copy whereof is herewith filed as an Exhibit marked I) Exhibit I
the said Thomas Smith and Anna Maria his wife conveyed to
Wiley R. Mason of the County of King George certain real Estate lying
in the County of King George and in the County of Stafford
and also the remaining interest of the said grantor in the lands of the
said Thomas lying in the County of Westmoreland and Caroline Counties
after satisfying prior liens and all the debts due to the said Thomas &
as specified in Schedule B annexed to the said deed amongst which
debts was the debt of \$1200 due by the said William Smith deceased
before mentioned in trust for the purpose of paying all the
debts of the said Thomas Smith in the order mentioned in said deed
as per Schedule A annexed to the said deed - My orator of the
said deed duly admitted to record in the County of Westmoreland
(an office copy of which is herewith filed as Exhibit marked B) " B
the said Thomas and his wife conveyed to the said Wiley R. Mason as
Smitee certain tracts of land lying in said County and certain
debts due him in trust to pay the distributions of Caleb Smith and
the devise of Alexander Morris deceased, certain debts then due them
and the residue of any to be applied to the purposes of the Trust deed
above mentioned recorded in King George County.

And by another of the said deeds (and the last to be mentioned) duly
admitted to record in the County of Caroline (the original of which
said deed is herewith filed as Exhibit marked I) the said Thomas
and his wife conveyed to John Thomas Goodwin of Caroline County as Trustee
certain real Estate lying in the said County and described in the said deed
which was the maiden property of the said Anna Maria and some
debts due to the said Thomas in trust to pay certain debts due by the

said Thomas to King's College, Delaplace and Clara H. and Elizabeth
H. Goodwin and the residue for the purposes of the general
Trust deed before referred to herein -

Now your orators charge that since the execution of the said
conveyances by the said Thomas Smith he has taken the benefit of
the acts for the relief of Insolvent Debtors and they believe him
to be insolvent. That of the real and personal property conveyed
by the said Thomas Smith and wife to Goodwin and Smith by the
deed recorded in Sale of West County one of the pieces of land
thence conveyed to wit the land described in the Pierceville tract
has been sold by George Wilson as Trustee in a deed of Trust
executed by George W. Purdie and wife one son of said Smith to
satisfy a debt due by him to Mr. Gray Carroll and the land
duly conveyed to the purchaser and that there remains in the
hands of the said George Wilson the balance only of
after satisfying the Trust aforesaid which said he holds subject
to the order of this Court and is ready to pay over as this Court
may direct - That all the chattel estate conveyed by the said
deed has been ^{illegally} levied on and sold under executions issued
from the law side of this Court against the effects of the said
Thomas Smith to satisfy judgments in favour of Wzatt and
White and Robert Derrison recovered against the said Thomas
at the May Term 1842 of this Court the said Wzatt and White
and Robert Derrison having succeeded in consigning Bonds to the
Sheriff - And that the above Property purchased from your orators
is the only property conveyed by the said deed together with the sum
of money in the hands of the said George Wilson which can and will
be reached by the decree of this Court - Your orators ~~now~~ ^{further} charge
that ~~unless~~ ^{in this Court} ~~the~~ John Withers a resident of
the District of Columbia recovered a judgment against the said
Thomas Smith at the last May Term of this Court for about the
sum of \$3000 and that the said John Withers has filed his
Bill in Chancery ^{in this Court} against the said Thomas Smith and wife and others
to set aside the said deed executed by the said Smith and wife
to Goodwin and Smith on the ground that the said deed is
fraudulent and void and without consideration and claims to subject

Your orator further shew and state to your Honor that the
 said Thomas Smith subsequently became greatly embarrassed
 in his affairs in consequence of his liabilities as surety for
 his Brother William Smith and other friends. and that on the
 1st he conveyed by four several deeds, all bearing date the 1st day
 of March 1842. and which were duly recorded all his estate
 real and personal to Trustees in Trust for the purposes then
 mentioned. in which said deeds his wife Ann Mearns
 Smith consented: By ^(one of said) the deed herewith filed (an official copy of
 Exhibit I) marked Exhibit II) recorded in the office of the Clerk of the
 said Thomas and wife conveyed to John Thomas Birdwin of Caroline County and James
 Smith then of Norfolk Borough but now of Washington City as
 Trustees the tract of land purchased from your orator and also
 a tract of land adjoining purchased by the said Smith from
 George W Purdie subject to an unsatisfied lien of about \$1800
 due by the said Purdie and also sundry chattel property &c. in
 trust for the said Ann Mearns for life, remainder to the said Thomas
 for life if he should survive her remainder in fee to the children
 of the said Thomas and ^{Ann} Mearns, the consideration of the said deed
 being as expressed on the face of the deed the relinquishment by
 the said Ann Mearns of her dower and other right in other
 property conveyed by the said Thomas previous thereto and more
 especially in the property simultaneously conveyed by the said
 Thomas and Ann Mearns by the other deeds executed at the
 same time and hereafter to be referred to: ^{for the payment of the debts of the said Thomas} But on the said
 deed it was expressly stipulated that in the contingency of the other
 property of the said Thomas so conveyed being insufficient for the
 payment of his debts then the said Ann Mearns ^{in her trustees} should not be
 allowed to claim more of the said property so conveyed than should
 be ascertained by competent and impartial judges to be a
 just compensation for her dower right as aforesaid without paying
 the estimated excess value, which excess should be applied to
 the purposes of the general Trust deed of the said Thomas and
 hence to be referred to. Your orator further state that in
 the said deed the said Thomas intended to recognize and did
 in fact recognize the equitable lien of your orator on the

moreover trusted to the very property which they conveyed as a security for their debt. having no reason to suppose that the said Thomas was embarrassed in his affairs or that he would be compelled to part with the possession of it. They never intended to relinquish their Equitable Lien on the said property for the purchase money. Your orators however. have been greatly disappointed in their expectations, and have not as yet received one cent in ~~exchange~~ for their property. The said William Smith whom Bonds they held for \$4,250. is insolvent and the debt herein referred to and filed as Exhibit A. has been made the subject of controversy, in a suit in Chancery instituted in the full power Superior Court by one William Green claiming a Judgment against the said William. on judgments rendered prior to the execution of the said deed. and by a decree recently pronounced on the said cause (a copy of which ^{decree} marked G. is Exhibit E herewith filed) all the property conveyed by the said deed has been sold realizing about \$12,000. and there is good reason for believing that even if the validity of the deed which is impugned in the said suit be sustained and the rights of your orators to the full extent claimed by them on the first which the said William had a right to control be admitted that there will remain but a very small fund after satisfying the liens which had attached on the said property of the said William before the execution of his conveyance aforesaid. Your orators have taken measures to assert their rights to this fund and without any very accurate information as to the facts they have some reason to apprehend that but a small amount can be realized by them out of this fund. Your orators well state in justice to Thomas Smith that they verily believe he had no reason to expect this ^{unfavorable} result in the settlement of the debt due to him by his Brother William and agreed to your orators. and that he believed it to be a valid security at the time of the agreement. although your orators were entirely ignorant of the value of the security relying on the said Thomas responsibility and for that reason careless as to the form of the security as will appear from an inspection of the Bonds of the said William Smith agreed to them.

atoms of the said William Smith secured by deed of Trust which said deed if necessary to be enforced for its payment - Your orators would be charge in connection with the said Bonds, as also in explanation of them that the said William Smith was indebted to the said Thomas Smith in the sum of Twelve thousand Dollars evidenced by Bond bearing date the first day of January 1837, payable on the 1st day of January 1847, with interest in the mean time payable semi-annually, and that to secure the payment of the said Bond of \$12000 and interest as aforesaid, the said William Smith by his deed bearing date the 21st day of March 1837 (an office copy whereof is herewith filed as Exhibit D) conveyed Exhibit D to one William Bell as Trustee, all his Estate in Trust for the purposes therein set forth. That the Bonds of the said William Smith for \$2000 and \$2200, herein referred to and delivered to your orators' agent were intended by the said William Smith and Thomas Smith to be a part or parcel of the said original Bond for \$12000, which was thus divided for the convenience of the said Thomas, and for the payment of which said Bonds, your orators were to have the benefit of the security of the deed of Trust aforesaid, to be enforced, whenever default was made in the payment of either of the said Bonds. Thus in fact the execution and delivery of the said Bonds to your orators was, according to the intent of the said William Smith and Thomas Smith and on the view of your orators, to operate as an assignment pro tanto of the deed of Trust executed by the said William Smith to the said William Bell for the benefit of the said Thomas Smith, and by anticipating the period of payment, virtually and in law, to give to your orators the right to satisfaction for the Bonds as aforesaid to them out of the Estate of the said William Smith conveyed by the said deed before any part of the balance remaining due to the said Thomas, by the said William of the bond of \$12000, after deducting the amount of the Bonds delivered to your orators agent could be paid - and such your orators charge to be the intent and effect of the said Bonds - 7

In further supposed execution of the said agreement of the said Thomas with your orators, he also delivered to your orators agent two Bonds, executed by his Brother in law, William Bell for \$400 each dated and payable in the same manner and at the same time as the Bond of the said William Smith and endorsed in blank by the said Thomas Smith - neither of which said

Bonds so executed by the said William Bell was secured by deeds of Trust on real Estate - to the Bond of \$400 which fell due on the 1st day of January 1842. Your orators instituted suit against the said Bell in the Circuit Court of Spotsylvania County and recovered judgment - which was altogether unproductive as the said Bell being summoned into custody by his special Bail, after judgment, discharged himself from such custody, by taking the oath of an Insolvent Debtor as well appear from the certificate of the Clerk of Spotsylvania Superior Court herewith filed as Exhibit E. The other Bond of the said William Bell delivered to your orators agent as aforesaid, due on the 1st of January 1843, is herewith filed as Exhibit E² - Your orators are informed and so charge that the said William Bell is utterly insolvent but they are also informed by Thomas Smith that there are three valuable negroes remaining in his possession which were conveyed in Trust to secure a debt due by the said William Bell to the said Thomas and the benefit of which deed of Trust was ^{intended to be} aforesaid to your orators the Bonds received by them being in fact part of the original debt of the said W^m Bell - the said negroes being first subject to a small balance about \$170, of a prior lien due to John B. Harrison of Fredericksburg. Your orators however have never seen the deed of Trust and are informed that two of the said negroes are now in the possession of the said Bell in the District of Columbia and a third in the County of Lancaster and that the said deed cannot be enforced until January 1847, provided the interest of the debt is punctually paid to the said Thomas Smith - The Bonds of Pth Consideration amounting to \$400 were also intended to form a part of the consideration of said purchase but they were never delivered to your orators - The Receipt herewith filed, marked F, delivered to the said Thomas by your orators Westworth, will show the whole consideration given by the said Thomas Smith for the purchase of the said three negroes - Your orators allege and charge that in conveying the said property to the said Thomas Smith they believed that the said Thomas was possessed of ample means to pay for it, and they were therefore indifferent as to the value of the securities or Bonds aforesaid by the said Thomas, upon whose personal responsibility they relied for complying punctually with his agreement and they

To the Honorable The Judge of the Circuit Superior Court of Law and Chancery for the County of Isle of Wight.

The Bill of your complainants Thomas Perce Westworth & Perce and Margaret Pinner sheweth unto your Honor that Thomas Smith is indebted to your orators Thomas and Westworth & Perce in the sum of Five Thousand Dollars with legal interest thereon at the rate of six per centum per annum from the 1st day of January Eighteen hundred and forty one till paid. The consideration of the said debt was the purchase by the said Thomas Smith from the said Thomas and Westworth & Perce of certain real Estate in the County of Isle of Wight called "The Grove" lying in the Town of Smithfield of which the said complainants were seized in fee. and which they together with their mother the said Margaret Pinner duly conveyed to the said Thomas Smith by deed and office copy whereof is herewith filed and proposed to be taken as part of this Bill. Exhibit A. The said Margaret had in fact no interest in the said property and claims no part of the said debt but is made a party hereto for the sake of conformity only.

Exhibit A

By the agreement for the purchase of the said property signed ^{and sealed} by the said Thomas Smith bearing date the 14th of March 1840 (the original is herewith filed as Exhibit B) and which was ratified by the agent of your orators: the said Thomas Smith bound himself to pay for the said property the sum of Five Thousand Dollars payable in one and two years with interest from the 1st day of January 1841 said sum to be paid off in Bonds secured by Deeds of Trust on Real Estate one half with interest on the 1st day of January 1842. and the other half on the 1st day of January 1843. with interest. In supposed execution of the said agreement the said Thomas Smith delivered to your orators ^{agent} two Bonds executed by William Smith both bearing date the 20th day of May Eighteen hundred and forty payable to the said Thomas Smith and by him endorsed in blank. one of said Bonds being for \$2050. payable on the 1st day of January 1842 and the other of said Bonds being for \$2200 payable on the first day of January 1843. It appears from the face of the said Bonds.

" C. C. (The originals of which marked C and C² are herewith filed as Exhibits) that they were executed by said William Smith "on account and in part of

Three Vols:

n: 3 Am. Bill

Smith

1848 - Mrs. Niles filed
by leave of court. & Ho.
to answer if found.

That the only creditors known to your complainants who are
satisfied are A. J. C. Keech, J. H. & H. Smith, Thomas
O'Hent and H. Hill pr. late merchants & partners trading
under the firm and style of ^{messrs} O'Hent & Company,
and Lewis Turner and ^{messrs} Thomas O'Hent late merchants
& partners under the firm and style of Turner & O'Hent
and John Withers. but the said Withers is a party
defendant to the original Bill. Your complainants
therefore pray that the said A. J. C. Keech, J. H. & H.
Smith (partners or late partners) Thomas O'Hent and
H. Hill pr. partners as aforesaid under the style of
Thomas O'Hent & Co. or Lewis Turner & the said
Thomas O'Hent as partners under the firm and style
of Turner & O'Hent was all others of each ^{parties} creditors
of the said Thomas Smith (if any) when known and
discovered may be made parties defendants to this Bill
and the original Bill aforesaid and be required to
answer all and singular the allegations of the Bill
and also of the original Bill in the same manner
as if the matters therein stated were herein repeated
that all the ^{past} proceedings in the said cause may if
merely be confirmed against the said defendants
herein last named. That the relief prayed for in
the original Bill may be granted and such
further and other proceedings had in the premises
as may be consistent with right and equity do
may it please the Court the great assent
I beg to say.

To the Honorable Richard St Baker Judge of the
Circuit Superior Court of Law and Chancery for the
County of Isle of Wight.

The Amended Bill of your complainants Thomas &
Peice Westworth W Peice and ^{Mary} ~~Martha~~ Pinner respect-
fully sheweth unto your Honor. That they heretofore
exhibited their Bill in this Court. for the benefit
of themselves and all other creditors of Thomas
Smith who might choose to come in on the usual
terms and make themselves parties to the suit:
against the said Thomas Smith and his heirs &
others. That the principal object of said Bill
was to enforce and execute the provisions of
certain Deeds of Trust executed by the said
Thomas Smith & wife for the benefit of your
complainants and other creditors of the said
Thomas which said Deeds are filed in the record
of the cause with their Bill. and to which they
would beg leave here to refer. That various
proceedings were had in the said suit: and sundry
orders and decrees made therein and that at the
last term of this Court an opinion was given
by your Honor. that all the creditors of the said
Thomas Smith named in his several Trust deeds
or any one of them who by the provisions of the
said deeds or any one of them were to be partici-
pated in the payment of their claims out of
the Trust assets until other preferred creditors
were fully satisfied. should be made parties
to the proceedings of your complainants. for
which purpose leave was given them by this
Court to amend their Bill. as will be seen by
reference to the record of said suit. Your complai-
nants therefore in pursuance of the said leave
so granted. by way of Amendment to their
said original Bill charge and shew to your Honor

Withers

ad: by answer

Pinn &

March Rules 1843. filed by
Deft: Counsel.

Atkinson p. 2

against your orator's demand, any lien either
legal or equitable upon the real estate in the
County of Dale & Wight. According to the showing
of the plaintiffs, they recd. bonds other than
those of Tho. Smith for their demand, &
never intended to look to the estate conveyed
for the part of the purchase money, until
they ascertained that they had been secured
by said Smith, and that their security had
failed - a matter on which he has no control
and with which he has nothing to do -
your respondent has been perfectly fair in
the whole transaction, never knew of any
lien, legal or equitable on the part of the
plaintiffs, and denies any improper agency
in any wise in the matter - He denies
that there is anything in the deed, of force &
effect to prevent the claim being paid out
of the said Smith's real estate in Dale & Wight,
and the said property is bound by his
judgment - He is advised that the deed
from Tho. Smith to Wiley N. Mason & Smith
is utterly void and of no effect - and
having ascertained, he prays leave to be
assisted with his costs in this behalf sustained.

(Signed)

Jr. W. W. W. W.

County
City of Alexandria, Va. This day, came
before the undersigned a justice for said
County, John W. W. W. who made oath that
the foregoing and annexed are consistent
so far as he knows or believes, & that
so far as the ~~alleged~~ annexed depends
upon the information of others, he believes
it is true - given under my hand
and seal this 23rd day of July: 1863.
P. Johnston (Jr.) (Jr.)

To the Judge of the Circuit Superior Court of Law &
Chy: for Alex Wright County. The separate answer of
John Wilkes of Alexandria, to the bill of complaint
in the said Court exhibited against him & others, by
Thomas Pierce, Wentworth W. Pierce and Margaret
Pierce - This respondent saving and reserving to
himself all manner of benefit and advantage of
exception to the errors and imperfections in the said
bill contained - for answer thereto, or unto so much
thereof as he is advised it is material for him to
answer - says there was no good and sufficient
cause to make him a party to said bill as he is
advised - that the plaintiffs have attempted by
this bill to set up a claim to the real estate in
Alex Wright mentioned in this bill, when in
point of fact, they have no claim that could
compete with his - The complainant states, that the
claim upon which he recovered judgment in
the Circuit Sup: of Law and Chy: in Alex Wright
agts. Tho: Smith is justly due to your respondent,
and believing the said sum from Tho: Smith to be
- or others for his wife and children, and which
sum is refused to in the plffs' bill, to have been
concocted and conceived in fraud & to be
valueless and of no effect against his judgment,
a suit has been instituted to set aside the said
conveyance, and let him in to the satisfac-
- tion of his judgment which he trusts will be
done in due course of law - Your respondent
utterly denies that the complainant have, as

Pier

m.

364.

Smith

Ans. of Thomas Smith
Wife.

May Court 1843
Filed by leave of the
Court.

Ans

Thomas Smith

stipulated that if the debts of the said Thomas were not paid out of the property conveyed by the other deeds for that purpose then the said Ann Maria should take hold under the said deed an amount of property equivalent in value to that which she had parted with as well by the deeds then executed as by those previously executed and that for the surplus the property conveyed to her should be charged and applied to the payment of the debts of the said Thomas as provided for in the other deeds. And it was moreover stipulated in the said deed that if the ^{legal and} equitable ^{interest} of the vendor should be enforced on the property so conveyed to the use of the respondent Ann Maria that she should have her satisfaction to that extent or for the amount for which she might be considered as a purchaser for value out of the property conveyed by the other deeds. The effect of these stipulations as the respondent Thomas supposed and thereby intended was to give to the complainants a triple security for their debt viz: 1st the independent special security of the Bond of William Smith secured by deed of Trust and also of the Bond of William Bell Secured in like manner. 2nd the security of the general Trust deed of the respondents to W.R. Maria. 3rd the security of their equitable lien. In some or all of these resources the respondents hope that their debt will be paid. The respondent Thomas asks nothing for himself personally. His only desire is that his debts may be paid. His fear is that his property may be ruinously sacrificed as a part has already been as will be seen from his answer to the Bill of John Brothers - and that from this cause and from the involving

of his Brother William Smith and other causes wholly unexpected and unanticipated by him his assets may fall short of paying his debts. But he feels it to be a duty demanded by the most imperious justice to unite with his wife the respondent Ann Maria in asking the Court to protect her just rights under the deed to Gorton & Smith by decreeing and securing to her separate use as provided for in the deed so much of the property now under the control of the Court as she may be fairly entitled to as a purchaser for value for the considerations mentioned in the deed and herein referred to. These respondents will cheerfully consent to any decree the Court may think proper to render on the premises for the benefit of all concerned and will ever be found ready to lend their aid in carrying out all the intents of the said deeds ~~so far~~ effectually to secure the payment of all the debts provided for therein.

Thos Smith
Ann M Smith

Carleton County to wit;

Thomas Smith and Ann Maria his wife the respondents above named this day personally appeared before me a Justice of the Peace for the said County and swore that the facts stated and set forth in the above answer as true as far as they depend on their own knowledge as to the rest they believe them to be true. Given under my hand and seal this 27th day of April 1843. A.R. Shipps

and by the deed recused in these General Orders, and receipt
of the Isle of Wight property remains after satisfying the
Trusts founded on valuable considerations for which that
property was conveyed, was assigned for the general purposes
of the Trusts specified in the deed first mentioned. These
respondents presume that no one will doubt the validity and
fairness of these conveyances nor that the said Ann herself
had a right to require from the said Thomas an equivalent
in value, by an assignment for the interests which the said
Ann herself parted with by the said deed, and that to
this extent at least her rights will be protected by this
Trust against the creditors of the said Thomas. By the other
deed executed by these respondents simultaneously with the
other deeds referred to, by which deed the Isle of Wight property
was conveyed to George & Anne the Trustees. These respondents
purposed to convey and settle upon the respondent Ann herself
the said property therein specified, with the limitations therein
expressed, provided the estate conveyed by the other deeds was
sufficient to pay all the debts and liabilities of the said Thomas,
as they then believed it would - but the said Thomas, being desirous to
guard against every contingency, and to secure as far as practicable
the payment of all his debts and being more particularly
anxious that the debts due by him for the purchase of the land
in Isle of Wight, to the complainants and George W. Parkie should in
no possible contingency be jeopardized, he recognized by the said deed
the ^{legated} equitable liens of the said vendors on the lands purchased of
them respectively, for the purchase money - and by the said deed it was

the complainants as he was honest in his conviction that they
were in no danger of losing their debt. He regrets much that
his offer was not accepted. Some afterwards, and before ^{the} death
of John Withers was brought the said Thomas, who had abandoned
a lucrative practice at the Bar, by which he had accumulated
a comfortable independence, and had for some years been engaged
in the laborious and self-denying labours of a Minister of the
Protestant Episcopal Church, as Pastor of a few week pauper
in Northfield and its vicinity, who had suffered him,
determined to free himself from the cares and obligations and
embarrassments to which he had been subjected, from kindness
to his Brothers and friends, and to set himself of all
his property, but in a manner just to all concerned, and
with a due regard to the rights of all. However absurd
and singular, his determination might appear to some.
(he doubts not that many will believe that no reasonable
man could be sincere in such a desire) this important Thomas
conceived that he had a perfect right to divert himself
of all his property, provided the just claims of his creditors
were respected, and even to debar himself from all future
acquisitions, if he chose to do so, and he cannot think that
in thus throwing himself to poverty, he can be charged with
doing that which is in the least means to that with his
holy calling and profession. He consulted with a distinguished
council, ~~residing in Northfield~~ ^{at Northfield}, who requested him some months
prior to the execution of his deeds to prepare the necessary
conveyances, but this council did not comply with the request,
and the said Thomas himself about the 1st day of March 1842,
prepared the four deeds referred to in the Bill, which were
deeds executed, and admitted to record. By the three deeds
recorded in this case, Penelope Westmount and Caroline (countess
the said Thomas and wife conveyed all their estate, except that
which was in debt of West County, ~~to the said Thomas and wife~~ ^{for}
the purpose of paying all the debts of the said Thomas, giving
preference however to the proper debts of the said Thomas, over those
for which he was bound as surety, a preference which is believed
to be honest and legal, and sanctioned by a Court of Equity.

to settle without injustice to his creditors upon his wife and children this property and the farm purchased about the same time from George W. Perrie. He felt no hesitation in contracting the obligations for the purchases appeared. As will be seen from the schedule of his debts and of his assets appended to his deed conveying the King George property to W. R. Mason, his individual debts other than those contracted for these purchases were few, whilst his assets nominally were large. He believed that the debt of £12000 due to him by his Brother William was well secured and would certainly be paid and never expected to be called on to pay the debts of the said William for which he was bound as security. These considerations which the said Thomas does not deem it necessary to recite here, rendered it expedient that he should settle the property which he had purchased in the outright upon his wife and children, and as an act of justice to his wife and in fulfilment of a promise made to her long previously, that in consideration of her relinquishing her dower in a farm in King George County in which they had resided and to which Mrs. Mason was much attached, and also of her dower in other lands, he would compensate her by a settlement upon her at some future time. The said Thomas considered himself bound to make ^{some} provision for her, if it could be done legally and honestly, without injustice to his creditors, and under the most adverse circumstances, such as the said Thomas had experience, but which he never anticipated, he felt bound to convey to her lands and property equivalent in value to any

interest in lands which the said Anna Mason had surrendered or might thereafter surrender for the benefit of the said Thomas. And these respondents, both of them, aver that such was the agreement between them, long since made and well understood between themselves, altho as the said Thomas or his wife, never contemplated the possibility even that the said Thomas, who deemed himself wealthy, would ever be reduced to insolvency, no remembrance of the said agreement was made, and perhaps no mortgages can be found to ~~extraduce~~ ^{deduce} from the agreement if it should be required. At that time before the date of the deeds executed by the said Thomas wife, referred to in the Bill, this respondent Thomas having then for the first time some reason to apprehend that he would be involved in his affairs, by reason of his liabilities for surety for William Smith and fearing that the complacents might have some trouble in collecting from the said William the Bonds which he had refused to them (altho he did not then apprehend any loss in the recovery) voluntarily proposed to the complacant Wentworth W. Perrie who was the agent of his Brother Thomas, to take back the Bonds and to return the Bonds which had been assigned as the consideration for the purchase - This offer was made about December 1844, and was declined. It has no doubt that the said Wentworth was influenced to decline the offer, by the representations made by this respondent Thomas, that he believed the security he held was ample, and would certainly be made good to him - but the said Thomas was so sincere in his offer to recover the property to

The Answer of Thomas Smith and Ann Maria his wife
to a Bill in Chancery exhibited against them and others
in the said Superior Court of Law and Chancery
for the County of Isle of Wight by Thomas & Percie and
Wentworth & Percie for and in behalf of themselves and
of the other creditors of the said Thomas Smith.

These respondents saving and reserving all exceptions
to for answer with so much of the said Bill as they
are advised it is material for them to answer unto
answering say. That they admit the facts stated in the
Bill to be true as proved by the Exhibits with the
said Bill and more particularly the execution of the
four several deeds therein referred to the objects of which
said deeds are fully stated in the said Bill and which
deeds these respondents allege were bona fide executed for
the considerations therein expressed and for the interests stated
in said deeds. They admit that the said Thomas is indebted
to the said complainants in the amounts and for the considera-
tion stated by them and are desirous that the said debt
shall be paid. When the said Thomas purchased from the complain-
ants the real premises called "The Grove" mentioned in the
Bill and assigned to them the Bonds of his Brother William
Smith and of William Bell he verily believed that the said
Bonds were so well secured and that they would certainly be
paid and as the said Thomas also believed that his Estate
was ample to pay all his debts and leave him a surplus
sufficient to satisfy his moderate desires and to enable him

Peru

n: 3
J. Chy.

Smith had:

Am. of James M. Smith

May Court 1921

filed by order of
Court.

The Answer of James M. Smith to a Bill exhibited against him and others in the Circuit Superior Court of Law and Chancery for the County of Isle of Wight by Thomas R. Peirce and Wentworth W. Peirce & Margaret Penner. This respondent saving and reserving all exceptions as for answer unto so much of the said Bill as he is advised it is material for him to answer unto answering says. That he admits the execution by Thomas Smith and wife to this respondent and to John Thomas Bottom of the said conveyance to them certain properties in Isle of Wight upon the Trust mentioned in the said deed and as stated in the Bill and explained in the answer of the said Thomas Smith and wife to the said Bill to which answer he begs leave to refer. This respondent did not execute the said deed but he accepted the Trust and has ever been willing and ready to perform his duties as Trustee and now submits himself to the direction of the Court on the premises. As this respondent has since the execution of the said deed removed from the State of Virginia and now resides in the District of Columbia he suggests to the Court the propriety of substituting some other person in his stead as Trustee, and is perfectly willing that such a decree may be rendered and also any other decree which may conform to the Trust of the said deed and will secure the just rights of Ann Maria Smith and of all other persons interested in the said deed or to which this may consent. Without that do

J. M. Smith

District of Columbia - Washington County. Before me a Justice of the Peace for the said County in the District of Columbia personally appeared James M. Smith and made oath that the facts stated in the above answer by him subscribed are true to the best of his knowledge and belief. Given under my hand and seal this 1 day of April: 1843

Thos R. Hampton

Perice Vas.

n.

3/4 Curo. of Ind. T.

3/4 Goodwin to

Smittle Vas. Puff. Hill.

May Cant 1820

felix by leave of cant

The separate answer of John Thomas Goodwin to two bills of
Complaint exhibited against him and others in the Superior
Court of Law and Chancery for the county of Isle of Wight
1 by John Withers 2 by Thomas N Pierce and Wentworth
N. Pierce for themselves and others.

This respondent saving and reserving all exception &c
for answer to the two bills of the Complainants or so much
thereof as he is advised it is material for him to answer,
saith, that he has all along and still is disposed to do
any thing and every thing that may promote the interests of
his sister Ann Maria Smith provided it will not
devolve too much trouble or expense. But as this respondent has always
been accustomed to and cherishes a retired life he prays that
another Trustee may be appointed in his stead, feeling
assured as he does that others can fill this character of
Trustee more beneficially than himself and that he
can promote his sisters real interests in other ways more
effectually than this. Insisting however on all that was
intended for his sister by the deed of settlement of first
of March and denying all fraud and collusion and all
suspicion or belief of any and referring to the answers of his
co-defendants for the true facts in the controversy, he prays hence
to be dismissed with his costs.

Versus

Ans: J. Goodwin

Cause returned to me: John Thomas Goodwin the respondent
above named this day personally appeared before me a Justice
of the Peace for the County aforesaid & made oath that the facts
stated and set forth in the above answer are true so far
as they depend on his own knowledge and as to the rest
he believes them true. Given under my hand and seal
this 27th day of April 1843.

Albert R. Flippo. (Seal)

The above is a true copy of the original answer filed in the papers of the cause
of Withers & Co. referred to in above answer. N. P. Connelley.

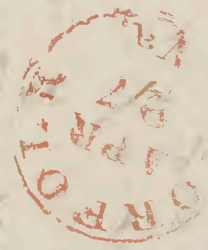
I must see the papers
be not left in the way.

7.14.45

W. R. Mason Esq.
King George County
Virginia

[Signature]

PAID



March 5.15

Penie tal:
v. 3 Answer of W. R.
3 Mason.
Smith

May term 1845 & filed
by order of the court.

The Answer of W. R. Mason to a Bill exhibited against him
and others in the Circuit Superior Court of Law and
Chancery of the County of St. Louis by Thomas R. Pence
and others - This defendant reserves all exceptions he
for answer unto so much of the said Bill as he is advised
it is material for him to answer unto, answering only
that he has no knowledge of the transactions between
the Plaintiffs and Thomas Smith as charged in the
Bill and so far as he is to be affected thereby he
requires full proof of the allegations of the Bill.
although he believes he has no interest or connection
with the said matters. All that he knows is that
the said Thomas Smith and wife did execute the
deed referred to in the Bill bearing date March 1.
1842. and duly recorded in the County of St. Louis
by which they conveyed to this respondent as Trustee
certain real Estate therein mentioned, most of which
was subject to prior liens. The said deed was
executed without the knowledge of this respondent and
contained certain covenants which he would not have
been willing to assume. This respondent is however
willing to accept the deed, either singly, or in
conjunction with others, provided the Court will
direct in all things the execution of the said ~~deed~~
covenants and modify the provisions of the said deed
so as to ~~subvert~~ ^{more especially} ~~the~~ ^{the} interests of the
creditors of the said Thomas, for whose benefit he
believes the said Thomas and wife executed the
said deed - He will not object to any decree
which the Court may make in the premises,
directing the sale of the property conveyed by the
said deed - Without that that

W. R. Mason

Pence & Thur.

v. s. Answer

Smith & Sons

of defendant George Wilson.

May Term 1843 filed
by leave of Court

The Answer of George Wilson to a Bill exhibited against him
others in the recent Superior Court of Law and Chancery for the
County of Isle of Wight by Thomas & Pender and others.

This respondent saving all exceptions &c for answer unto so
much of the said Bill as he is advised it is material for him
to answer unto says. That it is true as charged in the Bill that
his respondent is trustee in a certain deed of Trust executed
by Henry H. Purdie & wife did sell the tract of land called
Pineville referred to in the Bill and that the same was
purchased by Robert H. Whitfield to whom this respondent
conveyed it - out of the purchase money he paid the
expenses of the Trust and the debt secured by the deed of
Trust and took Robert H. Whitfield's Bond for the balance
which he has filed with his answer to a Bill exhibited
in this Court by John Withers against Thomas & Pender &
his respondent and others and to which answer this
respondent would be liable to refer - He submits it
entirely to the Court to decree the disposition of the
said Bond and asks this Court to relieve and protect
him from all responsibility in the premises - and having
fully answered says to be hence dismissed with his
costs - Without that that &c.

Geo Wilson

Peru

as

3 1/2

2 1/2

Smith has.

The Answer of Caleb Smith, Thomas Smith jr. Mary W. Smith
Lettitia Smith, Ann Maria D. Smith and Smith infants
under the age of 21 years, children of Thomas and Ann Maria
Smith. The said infants answering herein by Samson White their
Guardian as before appeared to defend them in the suit to
a Bill exhibited against them and others in the Circuit
Superior Court of Law and Chancery for the County of
Salem of Wight by Thomas, Spencer, Westworth W. Perce and
Margaret Perce -

The said infant respondents answering by their Guardian
as before appeared, say, that they can neither admit or
deny the truth of the facts stated in the said Bill, by
reason of their infancies, but must submit the protection
of their rights in the premises to the Court and ask
that strict legal proof be required of every fact in
allegation in the Bill affecting their interests -

S. White Geo.
Additens

Price Var.
3 Sp. in Chy.
ms.
Smith

To Taylor: Books 1861 3

J. Taylor J.V.

Service acknowledged -

John Smith

John Maria Smith

J. W. Mardaugh, printer, Portsmouth, Va,

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU TO SUMMON *Ann Mariah Smith, wife of Thomas Smith.*

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 *February* next, being rule day, to answer a bill in Chancery in the said Court exhibited against *her* *h*ad. by *Thomas N. Seave, Wentworth C. Seave and Margaret Seave.*

and if *she* 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 *Fifth* day of *December* 184*2*, in the *67th* year of the Commonwealth.

N. P. Young clk.

Pierce V&C:

is: $\frac{3}{3}$ Spec. in Chy:

Smith V&C:

To Feby: Mch, 1843

Jayville Taylor & J.

Immed acknowledged

Executed on John Thomas
Goodwin by delivering
to him a copy, on the
2^d day of February,
1843

Woodson Wright & J^r
Daniel Turner & J^r

Caroline Cornely

J. W. Mardaugh, printer, Portsmouth, Va,

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Caroline* County, Greeting:

WE COMMAND YOU TO SUMMON *John Thomas Goodwin*

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 *February* next, being rule day, to answer a bill in Chancery in the said Court exhibited against ~~him~~ by *Thomas A. Peirce, Wentworth M. Peirce and Margaret Pinner*

and if *he* 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 *Tenth* day of *December* 1842, in the *67th* year of the Commonwealth.

N. P. Young Clk.

Peru Lad:
no. 3 sp. in Chy.
Smith Lad.

To Feb. 1842

G. Taylor p. 2.

Peru is acknowledged

Geo Wilson Esq

Wm. St. R.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Suffolk*

County, Greeting,

WE COMMAND YOU TO SUMMON

George Nelson

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 *February* next,
being Rule day, to answer a bill in Chancery in the said Court exhibited against *him* ^{Ver.} by
Thomas N. Peirce, Mentworth W. Peirce and Margaret Peirce

and if *he* 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
6th day of *December* 1842, in the *67th* year of the Commonwealth.

N. P. Young Clerk.

Pence Va.

is: 3 Pa. in Chy.

Smith Va.:

Is February 1843.

Logwell Taylor p.p.

I acknowledge the service of the
within of William Bell

Service acknowledged
Jan 22 1843, but with a pro-
testando against all liability J. M. Smith
LJ

of Potomac County

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Spotsylvania* County, Greeting.

WE COMMAND YOU TO SUMMON *William Bell and James M. Smith*

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 *February* next, being Rule day, to answer a bill in Chancery in the said Court exhibited against *him* by *Thomas H. Price, Son of the W. Price and Margaret Pinner*

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 *Seventh* day of *December* 1842, in the *67th* year of the Commonwealth.

N. P. Young C. C. B.

We acknowledge the receipt of the within
subscribed.

Wm. A. A. 102

Wm. A. A. 102
100-100-100

Perice Vds:

as: 3 Spa: in City:

Smith Vds:

To February Vds 1801

Jayson Taylor p.p.

King George City

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

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *King George*

County, Greeting:

WE COMMAND YOU TO SUMMON

*Meley P. Mason and George
Fryhaugh*

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 *February* next, being rule day, to answer a bill in Chancery in the said Court exhibited against *him* by *Thomas N. Pinner, Meriworth N. Pinner and Margaret Pinner*—

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 *19th* day of *December* 1842, in the *67th* year of the Commonwealth.

N. P. Young

Pence had;

no. $\frac{3}{3}$ Spain Chy.

Smith

To Feb. 1848

Gazette Taylor p. 7

Seven acknowledged -

Wm. Smith

Calpurn

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

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Culpeper* ——— County, Greeting:

WE COMMAND YOU TO SUMMON *William Smith*

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 *February* ——— next, being rule day, to answer a bill in Chancery in the said Court exhibited against ~~him~~ by *Thomas H. Penner, Mentworth H. Penner and Margaret Penner*

and if *he* 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 *Ninth* day of *December* 1842, in the *67th* year of the Commonwealth.

N. P. Young

Pen 649:

3/4 to ans.
m. am. bill &c.

Pen 649:

2 Dec 1843.

I acknowledge receipt of the mutual debt
from Mr. J. C. Smith & Sons, who I
and the project as having been
of the mutual debt.

J. C. Smith

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of

County, Greeting.

WE COMMAND YOU TO SUMMON

*R. J. C. Bush, J. M. & B. Smith
late partners Thomas O. Hint and H. Hill Jr. under the
style of Thomas O. Hint & Co. and Lewis E. Ewer and the said
Thomas O. Hint partners under the style of Ewer & Hint*

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 *December* next,
as required & amended
being Rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *Thomas*
N. Ewer & partner with W. Pence and Margaret Pence.

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

30th day of *October* 1843, in the *68th* year of the Commonwealth.

N. P. Young, D.

acknowledges service of the nation

J. H. Smith

Nov: 17. 1843-

acknowledges service of the nation

Henry Smith

Nov: 27. 1843

Penis 649:

3. 1/2 lbs to ans.
2. 1/2 lbs to ans.

Smith 649:

To Dec: 1843.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of

County, Greeting:

WE COMMAND YOU TO SUMMON *A. T. C. Ruck, J. B. & B. Smith,*
Car. Hartman, Thayer & O. Flint and H. Hill *pr. under the style*
of Thayer & O. Flint & Co. and Lewis Turner and the said Thomas
O. Flint *hastens under the style of Turner & Flint*

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 *December* next,
in regard to answer bill
being rule day, to answer a bill in Chancery in the said Court exhibited against *thundered by James*
H. Pinner, Wm. W. Pinner and Margaret Pinner.

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

30th day of *October* 184*3*, in the *68th* year of the Commonwealth.

N. P. Young

Pierce & Co Smith & Co,
& Witherin & Smith & Co.

Depart of Commission
as to see land & Co

Amount of sales brought forward \$972.00

The Land in Westminster
was sold on the 15th day of Octr.

Aug 1845 at Millers in said
County, when the Lot in the
White Oak swamp was sold to.

John B. Lewis for	\$185.00	
To J. L. Brown, Sandy Hill for	178.00	
To J. L. Brown, Rose (or Persimmon Hill) for	61.00	424.00
		<u>\$1297.00</u>

From which sum of \$1297, deduct
expenses of sales, to wit: -

Comm of 5 pack on \$300 + 2 pack on bal of sales in King George County is	16.76
Same Comm upon sales in Garden, is	20.70
Same Comm upon sales in Westm. is	19.48
	<u>56.94</u>

For crying the 2 sales \$5 ea. 15.00

For advertising in Enquirer & Herald 32.00 - 102.94

Net amt of sales \$1292.06

To wit which the undersigned herewith return -

The bond of J. B. Lewis & co for	\$166.06	
" " " P. Goodwin & co for	335.00	
" " " L. Goodwin & co for	215.00	
" " " W. Cotton & co for	204.00	
" " " J. L. Brown & co for	219.00	
" " " P. Cockley & co for	154.00	1292.06

All which is respectfully reported - Samuel M. Taylor

May Term 1845

W. Mason
Commissioner.

In pursuance of two decrees of the Circuit Supreme Court of Law & Chancery for the County of Isle of Wight, the one pronounced on the 6th day of May 1842, and the other on the 17th day of May 1844 in the Suits of Pierce & others agt Smith & others, and of Withers agt Smith & others, the undersigned Commissioners, appointed for that purpose, beg leave to report that, they proceeded to make sale of the land &c in said decrees mentioned, as herein-after stated:

The land in King George County was sold on the 6th day of February 1845 at King George Court House, when the right, title & interest of Thomas Smith in the tract of which Benjamin Reynolds died seised was sold to William Cotton for \$78.00
 To William Cotton, the Indian Town tract for . . . 81.00.
 To William Cotton, the tract on Patetys Landing Hills for 60.00.
 To D. Coakley, the tract purchased of Nogues &c for 169.00
 \$388.00

The land &c, in Caroline was sold at Caroline C. H. on the 10th day of February 1845, when the lot of land (about 165 acres) which was allotted to Smith & wife in the division of Littleton Gordwin's estate, was sold to Peter D. Gordwin for \$355.00.

And the interest of Smith & wife in the land & slaves, held for life, as devised by Eliz. D. Gordwin, was sold to Littleton Gordwin for 230.00 - 585.00
 Amt of sales carried forward . . . \$973.00

Jazewell Taylor & W. R. Mason, Commissioners.
1845 To Thos. Ritchie Sons — Drs.

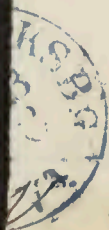
Jan. 10 — To advertising in the Richmond En-
quirer, Sale of Lands, under deed
of Trust from Thomas Smith and
Ann Maria his wife — 4 squares, 8 times \$17.00

Paid in check on F. Bank at Rich. 9

W. R. Mason

Richmond, March 12, 45
Above you have ac't asked for —
Very respectfully

Yours. Thos Ritchie Son
Per J. J. Palmer



R. Mason, Esq.
King George Ct House
Virg.

Jarrell Taylor and W. R. Mason, Esq.
Commissioners

To James D. Harrow, Esq.

1845

Jan 10. To adv'g Sale of Land in the
case of Price vs Smith, &c. 1m. 50c $\$15.00$

Paid in check on F. Bank Rec'd of
W. R. Mason

July: 10. 1845. Recd. from W. R. Mason, com:
missioner of Cir: Sup: Ct. of Sale of Wright
County on the sale of T. Smith's property, five
dollars. for buying land of said property.

Arch^d Samuel

N. P. Young -

J. Taylor's receipt
for bonds.

Received from N. P. Youngs (Clerk of the Supreme Court) the following Bonds filed with the papers in the suit of Penn & Mearns & Son vs Mearns & Son. and directed to be returned up to me by a decree pronounced on the said suit on the 22^d October 1845.

1. Bond of Peter D. Goodwin & Sam^l. Alorpe Esqrs Taylor & W. H. Mason for \$335.
 - 2^d the Bond of Jas. B. Lewis for \$166 payable to same.
 - 3^d the Bond of Sathler Goodwin & Co for \$215.
 - 4th the Bond of Wm^m Cotton for \$204.
 - 5th the Bond of S. J. f Brewer for \$219.
 - 6th the Bond of Daniel Coakley for \$154.
 - 7th the Bond of W. W. Penn for nine hundred and twenty two dollars and twenty nine cents.
-
-
-
-

Jagewell Taylor
Attorney for Mearns & Son
said suit

Surveyors plats
from No. 1. to 15 inches in
filed with Report of
Sale of Commisfioner
Hayden Oct Term 1830

Note The within mentioned tract of 270 acres includes
some forty acres belonging to said Bennet which must be
excepted & reserved out of the conveyance to said Bennet
James H. Johnson

The within described land is to be conveyed to James Bennet

Survey as plat
No 1-

O. J. 16.² 1847 Surveyed for James Bennett Three Tracts or parcels

of land situate in the county of Pendleton & state of Virginia on the East side of the North Fork adjoining his former lands, being parts of a large survey of 30860 acres originally granted to Joseph & Benjamin Chamberlay by Patent. First Tract surveyed & sold to the said James Bennett contains two hundred & seventy acres more or less lying on the North Fork including the West side of the river & adjoining his former lands and bounded as follows Viz; Beginning at a pine & two chestnut oaks on the West side of the river hill, thence N 74° E 94 pds to two chestnut oaks N 30° W 90 pds, to two red oak saplings & hickory on a hill side N 7° W 48 pds to a red oak & ash saplings by a former corner of his own & Pharis thence with Pharis's line N 26½° W 10 pds to the N. Fork thence up with meanders of the same S 37½° W 17 pds. S 26° W 62 pds. S 8° E 60 pds. S 67° W 32 pds. S 31½° W 98 pds. S 50° W 52 pds to the mouth of Blue creek Run thence S 11° W 19 pds to a chestnut oak on a high bank of the Fork Martin Judge corner thence with Judge's line S 14½° E 116 pds, to a chestnut on a ridge S 33½° E 80 pds. to two pines on a high knoll at a ledge of rocks Judge's corner N 15° E 86 pds to a point of rock Geo. A. Pharis's corner N 34° E 210 pds. to the Beginning. The second Tract contains eighty five acres lying on the top of the N. Fork Mt. adjoining his own & Solomon Warner's ^{land} and bounded as follows Viz; Beginning at two chestnut oaks on the side of a ridge S 24° E 62 pds, to a large red oak and sugar sapling S 52° W 20 pds to a red oak & Iron wood on a ridge his own & Warner's corner, thence S 57° E 68 pds to a sugar tree on the mt. N 65° E 11 pds, to a white red oak saplings S 76° E 58 pds to the Uriah Pharis spring in & near the Chambers line, thence with same N 19° E 114 pds. to two chestnut oaks on a hill side in o. line S 65° W 50 pds, to a chestnut Pharis's former corner thence with his line N 40° W 70 pds to a white oak o. Pharis's corner S 75° W 78 pds. to Beginning. Third Tract contains five lying in spring stone Run adjoining ~~his own~~ & between his own & Pharis's land and bounded as follows Viz; Beginning at a sugar his former corner thence with his line N 66½° W 166 pds. to a red oak in ^{the} line thence with Tetey line S 89° E 6 pds. to a walnut on a sharp ridge Tetey's corner thence with line of the Solomon Pharis land S 77° E 20 pds to a sugar o. Pharis's corner. S 65° E 100 pds to a sugar corner of same S 50° E 35 pds. to Beginning

James H. Johnson
Turn over

Successor's Plat
No. 2

The within described land is to be conveyed to Joel & Wesley Hensley

April 1850 Surveyed for Goat & Wesley Neale

One hundred and ninety two acres situate in Pendleton county and
State of Virginia lying on the East side of the North Fork and including
The river bank west of their former lands & adjoining the lands
of Solomon & Adam Phares ^{being a part of a large survey of 30860 acres granted to George Washington by Patent} and bounded as follows: Beginning
at a spruce pine and elm in a Gap by a run said Goat's former corner
Thence with his line N 32° E 8 pds. crossing the road to two chestnut
oaks & may cherry on a hill side N. 56° W 30 pds. to an elm at the
foot of a high Point of rocks S 43° W 22 pds. to the road at the point
of rocks N. 75° W 6 pds. to an elm Solomon Phares' corner, Thence with
his line S 78° W 92 pds. to a red oak at the North Fork corner of same.
Thence with Adam Phares' line S 35° W 40 pds. to a hickory and gum
at the foot of a high hill by the river said Adam Phares' corner,
Thence with his line S 25° W 116 pds. to a cucumber & pine on a hill
side i.e. Phares' corner S 55° W 78 pds. with said line to the Fork S 16° W
12 pds. to an elm & Cyprus bush at the Fork opposite Coreleville
S 59° E 3 pds. to a corner of Boggs' land on a point S 42° E 48 pds.
in said Gap by a run ^{the same} S 49° E 40 pds. to a spruce pine
Thence with his line N 47° E 22 pds. to a white oak & sugar on a
hill said Wesley's corner, Thence with his line N 38° E 150 to two
chestnut oaks their own former corner, Thence with Goat's line
of Inclusive Survey North 31 pds. to a black oak on the top of a
hill corner of the same S 57° E 48 pds. to a sugar tree & oak corner
of the same ^{N 55° E 30 pds. to two oaks on a bank corner of the same} N 25° W 30 pds. to an Iron wood corner of the same N 38° W
20 pds. to a red oak on a hill side corner of the same N 8° W 40 pds.
with said line to the beginning

Jacob F. Johnson

Surrey's Plat
No 3 -
x

The within described land is to be conveyed to Solomon Warner

October 17. ^T 1849 Surveyed for Solomon Warner one hundred
and thirteen acres of land situate in Pendleton county & state of
Virginia lying on the top of the N. Fork M^t. at the old Pharus road
It being a part of a large survey of 30860 acres originally
granted to Joseph & Benjamin Chambers by Patent. And
Bounded as follows. Viz: Beginning at a white pine nearly
on the top of the Mountain, thence N 69° W 30 p⁹. to a red oak on a
hill side N 87° W 8 p⁹. to a white oak his former corner, thence with
his line N 8° E 18 p⁹. to a sugar & walnut on a ridge his former corner
N 65° E 60 p⁹. to a red oak & Iron wood his own and Bennets corner
on a ridge, thence S 57° E 68 p⁹. to a sugar tree on the M^t. N 65° E
11 p⁹. to a white & red oak saplings, S 76° E 58 p⁹. to the Urish
Pharus spring in or near the Chambers line, thence with same
S 19° W 190 p⁹. to a red oak & two round wood sprouts on a hill
side N 66° W 42 p⁹. to two red oaks on the top of the M^t. N 8° W
153 p⁹. to the Beginning

Jacob H. Johnson

The within described land is to be conveyed to Great Plains

Survey as Plat
No. 4
x

Oct 16th 1849

Surveyed for Geo. A Phaus two tracts or parcels of land situate in the County of Pendleton & State of Va on the East side of the North Fork adjoining his former lands being parts of a large survey of 30860 acres originally granted to Joseph & Benjamin Chambers by Patent. First tract surveyed to the said Geo. A Phaus ^{contains} one hundred & sixty one acres more or less adjoining his former lands as afore said and bounded as follows Viz: Beginning at a pine & two chestnut oaks on the N. W. side of the river hill thence N 14° E 94 p^s to two chestnut oaks Robt Phaus corner thence with his line N 62° E 52 p^s to two Birch trees at a point of rocks in a former line, thence with his own former line S 12° E 32 p^s to a large chestnut oak his former corner S 25° W 72 p^s to two chestnut oaks on the top of hill corner of same S 10° W 80 p^s to a white oak on a ^{ridge} his former corner S 53° E 42 p^s to two sugars on a hill side S 72° E 44 p^s to two sugar trees S 60° E 60 p^s to a large chestnut oak on a hill side corner of same S 20° W 32 p^s to a line of Mullinseis tract & with the same ^{corner of same} S 10° W 42 p^s to two chestnut oaks on the top of a hill S. E. 80 p^s to a large white oak & two sugars on a hill S 60° E 110 p^s to two chestnut oaks on the side of a steep hill corner of same, thence with Cunningham line S 54° E 68 p^s to a sugar & locust on a ridge Cunningham corner thence S 23° E 5 p^s to a white walnut, thence N 58° E W 73 p^s to two red oaks on a hill side thence N 60° E W 114 p^s to a white oak & pine on a hill side N 45° W 164 p^s to a point of rocks N side of the run in the Blue creek Gap N 34° E 210 p^s to the Beginning. And the other tract contains five acres more or less adjoining his former lands and bounded as follows Viz: Beginning at a sugar & maple near a road his former corner thence with his line S 50° E 48 p^s to a sugar on a hill side thence leaving his line N 28° W 56 p^s to a pine & chestnut oak on a ridge N 3° E 22 p^s to three chestnut oaks on a ridge West 18 p^s to a spruce by the road his former corner S 9° W 40 p^s with his line to the Beginning

Jacob F. Johnson

his former corner G 30 E 34 P 3 to Beginning

Jacob F. Johnson

The within described land is to be conveyed to Robert Phares Esq

Surveyor's File
No 4

Oct. 17. 1849 Survey for Robt. Phares Esq. Three

Tracts or parcels of land situate in the County of Pendleton & State of Virginia on the East side of the North Fork adjoining his former lands being parts of a large Survey of 20860^{ac} originally granted to Joseph & Benjamin Chambers by Patent. First tract surveyed & sold to the said Robert. Phares contains thirty three acres more or less lying on the South side of the Gap above his former lands adjoining the same & Bennett and bounded as follows Viz: Beginning at two birch trees in the Gap at a point of Rock N 12° W 27 p^s to a bunch of lymus by a road his former ^{corner} thence with his line S 38° W 14 p^s to two red oaks his former corner N 58° W 126 p^s to two red oaks & ash sapling by the former corner thence S 7° E 48 p^s to two red oak & saplings & hickory on a hill side S 50° E 90 p^s to two chestnut oaks on a hill side N 62° E 52 p^s to the Beginning

The second tract contains one hundred & forty five acres more or less lying on the river hill East of his home place and bounded as follows Viz: Beginning at two chestnut oaks at a point of rocks his own & Peters corner thence with his own line S 85° W 20 p^s to a sugar and locust his own former corner thence with his line N 44° W 66 p^s to a white oak on a ridge N 16° W 74 p^s to an elm in his old former line thence with the same N 79° E 26 p^s to a sugar tree his former corner N 50° E 30 p^s to a hickory & sugar tree N 35° E 78 p^s to a sugar tree his former corner N 25° E 64 p^s to a sugar tree on a bank of rocks his former corner of his old tract thence S 68° E 80 p^s up the river hill to the top of the same thence along the top of said hill S 24° W 25 p^s to the Beginning. The third or last tract contains thirteen acres lying in the Gap adjoining his hill lands and bounded as follows Viz: Beginning at three beech trees his former corner of Island tract & with line of same S 60° W 30 p^s to several lymus corner of same S 28° E 41 p^s to a sugar tree corner of same S 11° W 21 p^s to a sugar tree corner of same thence with Geo. A Phares line N 28° W 36 p^s to a pine & chestnut oak on a ridge N 3° E 22 p^s to three chestnut oaks West 18 p^s to a spruce by a road s^d Geo. A Phares corner thence with his own line N 9° E 30 p^s to a spruce pine S 65° E 30 p^s to a white oak on a hill side his former corner N 23° E 14 p^s crossing a branch to a spruce pine on the point of a hill

The within described land is to be conveyed to Isaac Letin

Surveyor's Plat
No. 5
x

Oct. 18. 1849 Surveyed for Isaac Ytur Thirty Three
acres of land situate in Pendleton county & state of Va. lying
on the East side of the river hill adjoining his former lands
being part of a large survey of 30860 granted to Joseph
& Benjamin Chambers by Patent. and bounded as follows
Viz: Beginning at a chestnut oak in Pharis line on the
river hill. thence S 47° E 36 ps to a hickory & Iron wood on
a ridge by his former corner. thence with his former line
of 15 acres S 34° W 194 ps to a sugar at the foot of a hill
corner of same & Pharis corner. thence with Pharis line
S 85° W 22 ps. to two chestnut oaks at a point of 2 oaks his
Pharis corner. thence N 30° E 214 ps to the Beginning

Isaac F. Johnson

The within described land is to be conveyed to Samuel Arbogast

Survey of filed
N.H.

March 23^d 1850 Surveyed for Lemuel Arbogast Fifty acres of
land situate in Pendleton county & state of Virginia lying on the
West side of the North Fork Mountain adjoining his former lands
being a part of a large survey of 30860 acres granted to Joseph
Benjamin Chambers by Patent, and bounded as follows
Viz: Beginning at a ^{stone} pine on top of the mt. Warners corner. Thence
with his line N 69° W 50 p^ts. to a red oak on a hill side Warners corner
N 87° W 18 p^ts. to a ~~stone~~ ^{red} oak ~~Warners corner~~ Arbogasts corner. Thence
with his line S 57° W 30 p^ts. to a white and red oak on a ridge corner
of same S 38° W 36 p^ts. to two locusts and Iron wood by a road
corner of same S 86° W 41 p^ts. to a hickory corner of same & Tetys
corner S 35° E 39 p^ts. to ~~two oaks~~ ^{two oaks} red and white oak oaks
in Tetys line N 87° E 26 p^ts. to two Iron woods on a ridge S 69° E
44 p^ts. to two oaks S 86° E 52 p^ts. to Solomon Warner line at the
old Phans road and with the same N. 8° W 89 p^ts. to the
Beginning

Jacob F. Johnson

The within described land is to be conveyed to Solomon Peter

Survey as plat
No 9 -
J. S.

Oct 18th 1849 Surveyed for Solomon Tate three several tracts of land situate in Pendleton county & state of Virginia lying on the East side of the N. Fork being parts of a large survey of 30860 acres granted to Joseph & Benjamin Chambers by Patent. The first tract surveyed and sold to the said S. Tate contains forty six acres on the West side of the North Fork Mt. adjoining his former lands and bounded as follows. Viz

Beginning at a ~~hickory~~ hickory on a hill side his former corner thence with his line S 42° E 52 pds. To a sugar on a ridge his former corner N 77½° E 50 pds. with his line to a lynn & red oak on a hill side corner of same North 6 pds. To a sugar in a hollow his former corner N 71° E 20 pds. To a sugar & red oak on a ridge his former corner. Thence leaving his line S 21° E 14 pds. To a white oak on a hill side S 2½° W 14 pds. To a sugar tree on a ridge S 58° W 18 pds. To a chestnut his former corner N. 37° W 82 pds. To a lynn in a hollow his former corner. Thence N 23° W 92 pds. To the Beginning. The second tract contains one acre adjoining his own & Robert Phaus and ~~Isaac F. Johnson~~ bounded as follows Viz. Beginning at a cucumber lynn and white oak former corner. Thence with his line N 73° E 28 pds. To a cucumber his own & artofast's corner. Thence with artofast's line N 28° W 7 pds. To a lynn & white oak Phaus's corner Thence with his line S 53° W 28 pds. To the Beginning. The Third Tract contains ninety eight acres lying on the top and ~~East~~ ^{West} side of the North Fork Mt. and bounded as follows Viz: Beginning. at a sugar on the top of the N. Fork Mt. The original corner Thence with the former line N 18° E 124 pds. To a red oak & round wood Solomon Warner's corner & with his line N 66° W 42 pds. To a red oak corner of same N 8° W 64 pds. To the old Phaus's road. Thence N 86° W 52 pds. To two sugars N 69° W 44 pds. To two iron woods on a ridge S 87° W 26 pds. To a red & white oak saplings in his former line and with the same S 36° E 36 pds. To two sugars & red oak his former corner S 21° E 14 pds. To a white oak on a hill side former corner. Thence S 34° E 200 pds. To the Beginning

Isaac F. Johnson

The within described land is to be conveyed to Laban Cunningham

Surrey's Patent-
No. 87
X

Oct. 10th 1849 Surveyed for Laban Cunningham
Thirty one acres of land situated in Pendleton county & state
of Virginia. Lying on the west side of The North Fork Mountain
adjoining his former lands on the East side. being a part of
a large survey of 30860 acres granted to Joseph &
Benjamin Chambers by Patent. And Bounded as follows
viz. Beginning at an Iron wood & sugar on a ridge
his former corner, thence with his line S 40° W 40 p^{ts} to a sugar
& locust on a ridge corner of same, thence leaving his line
S 23° E 5 p^{ts} to a white walnut, thence with Elias Lamberts
lines S 33° E 90 p^{ts} to a sugar. N 78° E 66 p^{ts} to a sugar
N 39° W 120 p^{ts} to the Beginning

Jacob F. Johnson

The within described land is to be conveyed to Amos Lundy

Surveyor's Plat
No. 9
1872

April 1850 Surveyed for Amos Lucy Two hundred & fifty
acres of land situate in Pendleton county & state of Virginia
lying on the Dry run and The North Fork and adjoining several
tracts of his former lands ^{being part of a large survey of 32860 acres granted to Joseph & Benjamin Chambers by Patent} bounded as follows

Beginning at a chestnut oak & maple & birch at a ledge of
of rocks, Thence $N 43^{\circ} W 40$ ps. To an elm & white oak sapling his
former corner, Thence with his line of 39 acre tract $N 46^{\circ} W 152$ ps
to a white oak and Iron wood sapling on a hill side corner of the
same $N 75^{\circ} W 40$ ps. To a sugar & red oak on a hill side near a
ledge of rocks $S 5^{\circ} E 28$ ps. To a double birch and elm at dry run
corner of the same, Thence with said line $S 49^{\circ} E 208$ ps. To a spruce
pine and lynn on a hill side near dry run corner of the same
Thence with a line of 50 acre tract $N 72^{\circ} W 150$ ps. To two Iron wood
saplings on the bank of the North Fork corner of the said 50 acres
 $N. W. 30$ ps. with 46 acre tract to a double white walnut on the
bank of the Fork Thence down with the meanders of the same 90 ps
to a double walnut on on the East bank of Fork, Thence down
with the meanders of the same $N 14^{\circ} W 15$ ps. $N 11^{\circ} E 41$ ps. $N 30^{\circ} E 26$ ps
 $N 59^{\circ} E 42$ ps to a spruce pine on the bank of the Fork by his
former corner, Thence with his own former line $S 37^{\circ} E 26$ ps.
To a chestnut oak in a bottom his former corner $N 71^{\circ} E 23$ ps.
To a white walnut sapling his former corner $S 81^{\circ} E 28$ ps. To two
red oak saplings on a hill side his former corner $N 86^{\circ} E 70$ ps
To the division corner between him & Martin Lucy $S 41^{\circ} E 26$ ps.
To a large white oak on a hill side $S 38^{\circ} E 114$ ps to two
chestnut trees black oak & gum near the top of the Mountain
 $S 25^{\circ} W 118$ ps to the Beginning

Jacob F. Johnson

The within described land is to be conveyed to Martin Ludy

Surveyor's Plat
No. 10 -

April 1860 Surveyed for Morten Lucy one hundred & sixty five
acres of land situate in Pendleton county & state of Virginia
lying on the East side of the North Fork joining his former land
on the East side ^{being part of a large survey of 32860 acres granted to Joseph Henry & Co by Patent} and bounded as follows ^{beginning} ~~beginning~~
at two pines on a high knoll at a cleft of rocks N $33^{\circ} \frac{1}{2}$ W 80 p.s.,
to a chestnut on a ridge N $14^{\circ} \frac{1}{2}$ W 116 p.s., to a chestnut oak on a high
bank of the Fork S 33° W 36 p.s., to a locust & white oak on the bank
of the Fork his former ^{corner}, thence with his line S 3° W 42 p.s. along the
hill side to a chestnut oak his former corner, S 25° W 42 p.s. to a chest-
nut oak on a point his former corner S 78° E 18 p.s., to a large white
oak his former corner, South 26 p.s., to a large white oak on a
ridge his former corner, N 85° W 28 p.s., to a large white pine &
hickory sapling on a hill side his former corner S 12° E 60 p.s.,
crossing a branch to two maples & chestnut oak sapling on
a hill side his former corner S 40° W 40 p.s., to a maple his former
corner S 56° W 52 p.s., to the former division corner between him
& Amos Lucy, thence S 41° E 26 p.s., to a large white oak on a hill
side S 38° E 114 p.s., to two chestnut trees black oak & gum on
the side of the Mountain near the Top N $27^{\circ} \frac{1}{2}$ E 207 p.s., to the
beginning

Isabel H. Johnson

Surveyor's plat
No. 11

The within described land is to be conveyed to William Vandevander

Apr. 2nd 1850 Surveyed for William Vandeverden forty
eight acres of land situate in Pendleton county & state of Virginia
lying on the East side of the North Fork and adjoining his former lands
being a part of a large Survey of 30860 acres granted to Joseph
& Benjamin Chambers by Patent, and Bounded as follows Viz;
Beginning at a chestnut oak on the river Bank, thence S 61° E 66
to two hickory saplings in his former ^{line}, thence with the same N 30° E 75
ps. to a sugar in a field his former corner, thence with his line
N 67° E 72 ps. to Henry Bennets line, thence with the same N 71° W 54
ps. to a white & red oak on the side of a Bank Henry Bennets corner
thence N 82° W 50 ps. to two chestnut oaks on the top of the river hill
S 35° W 105 ps. to the Beginning

Jacob F. Johnson

The within described land is to be conveyed to Henry Vandevender

Surveyor's plat -
No. 12
X-2

Apr. 2nd 1850 Surveyed for Henry Vandeverden Eleven acres
of land situate in Pendleton county & state of Virginia, lying on
the East side of the North Fork adjoining William Vandeverden's
land, being a part of a large survey of 30860 acres granted
to Joseph & Benjamin Chambers by Patent, and Brunel
as follows viz. Beginning at two chestnut oaks at a
point of rocks S 41° E 56 ps. to a spruce pine by the road a
former corner, thence with a former line, N 30° E 41 ps. to two
hickory saplings in o. p. line N 61° W 66 ps. to a chestnut oak
at the foot of the rocks S 3° W 28 ps. to the Beginning

Jacob F. Shuman

The within described land is to be conveyed to Arnold & Elias Lambert

Surveyor's Plat
No. 138

Apr. 1850 Surveyed for Arnold & Elias Lambert one hundred & ninety seven acres of land more or less situated in the County of Pendleton & State of Va. lying on Moses lick ridge adjoining their former lands, being part of a large Survey of 30860 acres granted to Joseph & Benjamin Chambers by Patent, and bounded as follows viz: Beginning at the top of a high point of rocks on a high knot of Moses lick ridge. Thence S 48° W 40 pbs. To a white oak on a ridge S 64° W 44 pbs. To two white oaks. N 88° W 30 pbs. To several May cherry & Iron wood on a ridge N 24° W 20 pbs. To an elm S 76° E 30 pbs. To a lymd N 9° E 66 pbs. To a red oak Thence up the ridge with a hand run line to a chestnut oak their former corner North 60 pbs. To a white oak N 25° E 27 pbs. To a red oak on a ridge Elias Lambert's corner S 44° E 17 pbs. To three Iron woods on a ridge N 49° E 122 pbs. To a white walnut & red oak on a ridge corner of Sam & Pharis corner S 33° E 90 pbs. To a sugar N 78° E 66 pbs. To a sugar N 83° E 54 pbs. To a Spanish oak & sugar S. E. 103 pbs. To a pine S 82° W 340 pbs. To the Beginning

Jacob F. Johnson

The within described land is to be conveyed to Elias Lambert

Surveyor's plat
No. 14

Apr. 1st 1850

Surveyed for Elias Lambert one hundred and
thirty five acres of land situate in Pendleton county & state of
Virginia ^{on the East side of the R. Fork on the waters of the said run} being a part of a large survey of 30860 acres
granted to Joseph & Benjamin Chambers by Patent. And
Bounded as follows Viz: Beginning at a point of rocks
N. side of the run in the Blue creek Gap - Geo. St. Phares corner
Thence with his line S. E. 164 p^{ts} to a white oak & pine on a
hill side corner of same S 60° E 114 p^{ts} to two red oaks on a
hill side corner of the same S 58° E 73 p^{ts} to a red oak & white
walnut on a ridge corner of same, Thence leaving a line S 49° W 22 p^{ts} to three
Iron woods on a ridge ^{N 44° W 19 p^{ts} to a red oak on a ridge} his former corner, Thence with his former line N 25 E
93 p^{ts} to two hickories in the fork of a drain his former corner N 65° W 230 p^{ts}
to a spruce oak on a hill side his former corner S 20° W 88 p^{ts}
to a white oak red oak & chestnut oak saplings on the point of a ridge
his former corner, Thence leaving his line N 77° W 18 p^{ts}, crossing a
run to a cucumber & spruce pine near a P run, Thence down
with the meanders of said run N 31° W 84 p^{ts}, to a spruce pine
and birch by said run at a high point of rocks, Thence
N 29° E 150 p^{ts}, to the Beginning

Jacob H. Johnson

The within describe land is to be conveyed
 To Miles Parson's

Surveyor's plat
 No. 157

16,59
 396.04
 3.91
 0.00

Sum 14,151.40 of Parson's land - 350
 half acre

High place of said ridge his former corner N 78° W 40 p^{ts} to a
red oak & pine his former corner West 96 p^{ts} to two hickory saplings
& white oak (fell down) N 50° W 68 p^{ts} to a sugar on a ridge corner
same West 30 p^{ts} to a walnut on a ridge former S 30° W 73 p^{ts} to an ash
& sugar N 86° W 50 p^{ts} to a white oak on a ridge S 87° W 78 p^{ts} to two white oak
saplings N 52° W 11 p^{ts} to a locust N 10° W 77 p^{ts} to a white oak & hickory sapling
N 63° W 14 p^{ts} to two chestnut oaks N 85° W 22 p^{ts} to a white oak N 77° W
20 p^{ts} to a locust sapling at the point of a ridge N 43° W 78 p^{ts} to an elm in a
meadow N 61° W 20 p^{ts} to a beech in the forks of a drain N 16° E 9 p^{ts} to a bend
of a small run thence up & meandering with said run N 86° E 42 p^{ts} S 86° E
62 p^{ts} N 87° E 14 p^{ts} to a sugar & red oak by said ~~meandering~~ division corner between
him & S. Hensley & summing thence with division line between him & Hensley
N 41° W 10 p^{ts} to a large red oak on a bank corner of same N 20° W 64 p^{ts} to a chest-
nut & sugar corner of same N 62° E 57 p^{ts} to a white oak in a flat ~~meandering~~
corner between him & S. Hensley & Lacey & with the line between him and J. J.
Lucy N 50° W 52 p^{ts} to a black & chestnut oak corner of same N 86° W 72 p^{ts}.
To a gum & red oak on a bank point S 61° W 78 p^{ts} to a couple ^{two} of Spanish
oak saplings on a high bank division corner between him & Lucy & with
division line N 88° W 60 p^{ts} crossing dry run & passing a former corner to a
chestnut oak & white oak on a steep hill side ~~N 77° W 34 p^{ts} to the top of~~

Same course continued some 30 or 40 p^{ts} to the top of the
Prier hill thence up and meandering the top of said
hill 313 p^{ts} thence S 52° E some 30 or forty
p^{ts} to the Beginning. The above boundaries include nine
hundred acres belonging to the said Miss Parsons which is to be excepted
& reserved out of this conveyance. The said 225 acres more or less to be
conveyed to the said Miss Parsons is include in the above boundaries
exclusive of the said nine hundred acres

Isabel F. Johnson

April 12th 1850 Surveyed for Miles Parsons 225 acres of
land situate in Pendleton County State of Virginia on any
run of the North Fork adjoining the lands of Amos Judy &c. being
part of a large survey of 30,860^{acres} Originally granted to
Joseph & Benjamin Hamlin by Patent. The said
Survey of 225 acres sold & Surveyed for the said
Parsons is Bounded as follows viz. Beginning
at a red oak & walnut on the east side of a ~~run~~ between dry run
& Abram Mullins Gap. Thence S 52° E 26 p^{ts} to a walnut & ash
saplings Mullins' corner. Thence with Mullins' line S 44° E 23 p^{ts}
to a white oak corner of the same S 23° W 4 1/2 p^{ts} to red oak in a field
corner of same S 20° E 22 p^{ts} to a chestnut oak stump & white oak
tree corner of same S 79° E 50 p^{ts} to a hickory & sugar S 11° E 44 p^{ts}
to two iron wood saplings on a ridge & side Mullins' corner. Thence
with his and Mullins' lines S 2° W 30 p^{ts} to a chestnut oak corner of
same S 15° E 70 p^{ts} to a red ^{oak} & iron wood his former corner. Thence with
his line S 50° E 17 p^{ts} to two hickory saplings on a ridge division corner
between him & Wimer. Thence with division lines N 16° E 60 p^{ts} to a white
oak on a ridge corner of same N 78° E 18 p^{ts} to a locust sapling &
several sugar sprouts by corner of same N 50° E 52 p^{ts} to an ash elm
& sugar saplings corner of same S 56° E 24 p^{ts} to a forked sugar at
the foot of a hill corner of same N 39° E 4 p^{ts} to two red oak & Thorn
saplings corner of same S 65° E 18 p^{ts} to a large white oak & two beech
stumps corner of same N 61° E 32 p^{ts} to a willow sapling by a branch
corner of same S 27° W 23 p^{ts} to two white walnuts & sugar tree at the point of
a ridge division corner between him & Calhoun & with division line N 77° E
80 p^{ts} to a sugar tree corner of same N 71 1/2° E 44 p^{ts} to a large chestnut oak
Calhoun's corner N 58 1/2° E 32 p^{ts} to some chestnut sprouts by a birch stump
his former corner East 92 p^{ts} to two walnuts in a field his & Nelson's
corner. Thence with division line between him & Nelson N 31° E 74 p^{ts} crossing
a branch to a large chestnut & maple his former corner S 57° E 106 p^{ts} to a
sugar sprout near the top of a ridge his & Nelson's corner & with the same
N 12° E 148 p^{ts} crossing four small branches to a white oak on Morris
ridge his former corner N 66° W 32 p^{ts} to a red & white oak on a low
place of said ridge his corner N 52° W 24 p^{ts} to a chestnut oak on a

Pierce et al }
v
Smith et al }

3^d Report of Sales of
Pendleton land made
by Commissioner Hayden
on Oct 6th - 1857.

Pursuant to the annexed decree pronounced at the
term 1847 - of the Circuit Court of the County of
Jole of Wight, in the cause of Pierce et al vs Smith et al
the undersigned reports the following further sales
of the lands in the proceedings mentioned, made at
private sale as follows, to wit;

- No. 1. - to Andrew J Jordan, 100 acres, described in Survey as
plat No. 1. herewith filed & for which the said Jordan with
C. J. Coats, his surety on the 5th of March, 1831 executed their
bond for \$25. payable on the 1st day of Oct 1831 - which Bond
marked No. 1 is herewith filed -
- No. 2. - to George Wimer, 105 acres, described in Survey as plat No. 2
herewith filed & for which the said Wimer & Nicholas
Wimer his surety on the 26th of May, 1831 executed their
bond marked No. 2 (herewith filed) for \$15.03 payable
on the 1st of Oct, 1831 -
- No. 3. - to Andrew Harold Jr 722 acres, described in Survey as
plat No. 3 herewith filed & for which the said Harold
with Solomon Harold, his surety on the 2nd day of June 1831
executed their bond marked No. 3 (herewith filed) for
\$104.50 payable on the 1st day of Oct 1831 -
- No. 4. - to Jonathan Arbogast 297 acres, described in Survey as
plat No. 4 herewith filed & for which the said Arbogast
with Cain Wimer his surety on the 2nd day of June 1831
executed their bond marked No. 4 (herewith filed) for
\$42.68 payable on the 1st of Oct 1831 -
- No. 5. - to Andrew Fleisher 650 acres described in plat No. 5, here-
with filed & for which said Fleisher, with Solomon Fleisher
his surety on the 3rd day of June 1831, executed their bond
for \$61.75 payable on Oct 1st 1831 - marked No. 5 & herewith filed
- No. 6. - to David Maury, & John Hammer & Balier Hammer 142 1/2
acres described in plat No. 6 herewith filed & for which the
said purchasers on the 5th of June 1831, executed their bond
(marked No. 6 herewith filed) for \$237.50 payable on Oct 1st 1831

No. 7 - to George Harper 824 acres described in plat No. 7, herewith filed & for which said Harper & Solomon Harper on the 7th day of June 1837 executed their bond marked No. 7 herewith filed for \$117.42 payable on Oct 1st 1837.

No. 8 - to James Mullins 96 acres described in plat No. 8 herewith filed & for which said Mullins with John W. Mullins his surety on the 28th day of June 1837 executed their bond for \$25.40 payable on Oct 1st 1837. which bond marked No. 8 is herewith filed.

No. 9 - to Jacob Newman 93 acres described in plat No. 9 herewith filed & for which said Newman, with John G. Newman his surety on the 28th day of June 1837, executed their bond for \$13.25 payable on Oct 1st 1837. marked No. 9 herewith filed.

No. 10 - to John Jackson, 16 acres, described in plat No. 10 herewith filed & for which he & Jacob Simon on the 28th of June 1837, executed their bond for \$16.00 payable on Oct 1st 1837, marked No. 10 & herewith filed.

No. 11 - to Job Puffenbarger 84 acres, described in plat No. 11 herewith filed & for which he & Jonathan Abogant his surety on the 3rd of July, 1837, executed their bond for \$11.97 payable on Oct 1st 1837, marked No. 11 & herewith filed.

No. 12 - to Daniel Harold, 22 acres, described in plat No. 12 herewith filed & for which he & Mily Harold his surety on the 3rd of July, 1837 executed their bond for \$3.14 payable on Oct 1st 1837, which bond marked No. 12 is herewith filed.

No. 13 - to John Mullins 369 acres, described in plat No. 13 & herewith filed & for which he & George Mullins on the 4th of August 1837, executed their bond for \$52.58 payable on the 1st of Oct, 1837. marked No. 13 & herewith filed.

No. 14 - to Peter Simmons 200 acres described in plat No. 14 & herewith filed, for which he & Henry his surety on the 8th day of August 1837 executed their bond for \$38 payable on Oct 1st 1837, marked No. 14 & herewith filed.

No. 15 - to John Sporange 22 acres, described in plat No. 15, herewith filed & for which he & Nicholas Sporange his surety on the 8th of August 1837, executed their bond for \$5.27 payable on the 1st of Oct. 1837. marked No. 15 & herewith filed.

No. 16 - to Adam Hammer 219 acres, described in plat No. 16 herewith filed & for which he & Samuel Hammer his surety executed on the 9th of Aug, 1837, their bond for \$20.81 payable on the 1st of Oct, 1837. marked No. 16 & herewith filed.

No. 17 - to Henry Simmons 377 acres, described in plat No. 17 herewith filed, & for which he & Peter Simmons on the 9th day of Aug, 1837 executed their bond for \$75.01 payable on Oct 1st 1837, marked No. 17 & herewith filed.

No. 18 - to William Simmons 364 acres, described in plat No. 18 herewith filed & for which he & George Simmons on the 9th day of Aug 1837, executed their bond for \$14.20, payable on Oct 1st 1837 marked No. 18 & herewith filed.

No. 19 - to Emmanuel Abogant 53 acres, described in plat No. 19 herewith filed & for which he & S. F. Johnson on the 11th of August 1837, executed their bond for \$5.08 payable on Oct 1st 1837, marked No. 19 & herewith filed.

No. 20 - to Solomon Harman 269 acres, described in plat No. 20 herewith filed & for which he & S. F. Johnson his surety on Aug 12th 1837 executed their bond for \$19.00 payable on Oct 1st 1837 marked No. 20 & herewith filed.

No. 21 - to Levi Harper 163 acres described in plat No. 21, herewith filed & for which he & Joel Harman on the 13th of August 1837 executed their bond for \$30.00 payable on Oct 1st 1837. marked No. 21 & herewith filed.

No. 22 - to Joel Harman 388 acres, described in plat No. 22 herewith filed & for which he & George Harman on the 13th of Aug 1837, executed their bond for \$4.00 payable on Oct 1st 1837. marked No. 22 & herewith filed.

- No. 23 - to - John S Harper 41 1/2 acres described in plat No. 23 here-
with filed & for which he & Simon Harper on the 15th of Aug.
1837, executed their bond for \$38, payable on Oct 1st 1837 -
marked No. 23 & here with filed -
- No. 24 to - Philips Harper, 74 acres described in plat No. 24
here with filed & for which he & S F Johnson on the 16th of
Aug 1837, executed their bond for \$10.00 payable on Oct 1st
1837, marked No. 24 & here with filed -
- No. 25 to - Tomas Harman, 223 acres, described in plat No. 25 -
here with filed & for which he & Sampson Day, on the 16th
of August 1837, executed their bond for \$5.00, payable on
the 1st of Oct, 1837, marked No. 25 & here with filed -
- No. 26 to - Sampson Day 26 1/2 acres, described in plat No. 26 here-
with filed & for which he & Joshua Day, on the 16th day of
Aug 1837, executed their bond for \$15.00 - payable on Oct
1st 1837, marked No. 26 & here with filed -
- No. 27 to - Isaac Harman, 38 acres, described in plat No. 27
here with filed & for which he & Joel Harman on the
16th day of August 1837, executed their bond for \$19.00, paya-
ble on Oct 1st 1837, marked No. 27 & here with filed -
- No. 28 to - Philips Harper, 68 acres, described in plat No. 28 &
for which he & John Moorall on the 17th of Aug, 1837, execu-
ted their bond for \$18.53, payable on Oct, 1st 1837, marked
No. 28 & here with filed -
- No. 29 to - Michael Mouse, 782 acres, described in plat
No. 29 & here with filed & for which he & Adam Cary
on the 21st of August, 1837, executed their bond for \$85.30
payable on Oct 1st 1837, marked No. 29 & here with filed -
- No. 30 to - Solomon Hedrick, 92 acres described in plat
No. 30, here with filed, & for which he & S F Tolly on Aug 23rd
1837, executed their bond for \$16.63 payable on Oct 1st 1837
marked No. 30 & here with filed -
- No. 31 to - Aaron Boggess, 500 acres, described in plat No. 31, here with filed & for
which he & S F Johnson on Aug 23, 1837, executed their bond for \$7.25 payable
on Oct 1st 1837, marked No. 31 & here with filed -

- No. 32 - to - Moses Harper 82 acres described in plat No. 32
here with filed & for which he & James Skene on the
23rd of Aug 1837, executed their bond for \$15.00, payable on
Oct 1st 1837, marked No. 32 & here with filed -
- No. 33 - to - 18th Sites, 40 acres, described in plat No. 33, here with filed,
& for which he & Thomas Hunt, on the 23rd day of Aug, 1837
executed their bond for \$4.00 payable on Oct 1st 1837, mark-
ed. No. 33 & here with filed -
- No. 34 - to - Adam Carr, 128 1/2 acres, described in plat No. 34, here with
filed & for which he & Reuben Carr on the 23rd day of Aug -
1837, executed their bond for \$90.25, payable on Oct 1st 1837,
marked No. 34 & here with filed -
- No. 35 - to - James Bible, 925 acres, described in plat No. 35 here-
with filed, & for which he & S F Johnson on Aug 23, 1837, exe-
cuted their bond for \$30.00, payable on Oct 1st 1837 - marked
No. 35 & here with filed -
- No. 36 - to - Tomas Miller, 868 acres, described in plat No. 36
here with filed, & for which he & George Miller on the
23rd of Aug 1837, executed their bond for \$124.37, payable
on Oct 1st 1837, marked. No. 36 & here with filed -
- No. 37 - to - John, George & Eli Harman, 254 acres, described in
plat. No. 37 here with filed & for which they on the 25th
day of Aug, 1837, executed their bond for \$69.00 payable
on Oct 1st 1837, marked No. 37 & here with filed -
- No. 38 - to, John C Wilson, 423 acres, described in plat No. 38,
here with filed & for which he & 18th M Coy on the 25th
of Aug, 1837, executed their bond for \$50.83 payable on
Oct 1st, 1837, marked No. 38 & here with filed -
- No. 39 to - Cain, Henry, Solomon, Levi, Harman, & George W. Moyers
263 acres, described in plat, No. 39, here with filed &
for which Cain, Henry & Solomon Moyers on the 1st of
September, 1837, executed their bond for \$76.00 payable
on Oct 1st 1837, which bond marked No. 39 is here with
filed -

Statement {A} herewith filed as a part of this report
shows the expenses of the sales here reported & those previously
reported & the expenses of the conveyances made by the
undersigned under the decrees in this cause made respec-
tively at the Oct term 1849 & Oct term 1850

Oct 6th 1851- All of which is respectively submitted
C. B. Hayden

Statement - {A}

1849		
Oct-18 th	Expenses to & from Pendleton ^{& survey as per de} as per report of this date -	\$57.02
Dec-19 th	Paid Taxes on Land for year 1848 -	1.08
"	" Copy of Shaws Ridge Patent	1.25
1850	" Writing Conveyance for Land sold Shiner	5.00
Aug-20 th	Put up in Letter containing Bonds & plat	.55
1851	June-16 th - Writing 16 deeds as directed by decree of Oct-term 1850	80.50
"	Expenses of trip to Pendleton & Highland, cost of copies of deeds, & survey as per de	76.96
Sept	" Put up on Survey as plat	85
		\$222.71

Pierce et al
^{vs}
Smith et al

Survey as plats
from Vol. to 3^d inclusive
filed with Commissioner
Hayden's 3^d Report
of Sales of Pendleton
Lands made Oct. 6th
1831

Edward. L. Coatsney
Certificate

100 acres
No-1. }

This certificate by accident
was not received at the
date of decree of City Term
1837 wherein it is referred to
as plot No-1 - accompanying
Report No 3 -

Sm. Ths. and 18

Octr 25th, 1851 Surveyed for Edward J Coatsney
a Tract of Land containing 100 acres Situate
in Shenandoah County Va. on the west side of Smiths
Creek west side of the Hollman Mountain adj
Samuel Bobbs Land. it being part of a large
Tract of 30860 acres Originally Granted to
Col Benjamin Chambers by Patent. Bounded
as follows viz Beginning at a chestnut and
cucumber on a hill side at the head of a hollow
Bobbs corner thence with his line N 87° W 26 p.
to the chestnut on a ridge said Bobbs corner
thence with his line N 41° W 54 p. to a chestnut
green & maple saplings on a hill side Bobbs
corner thence leaving his line S 54° W 150 p.
crossing Smiths Creek 12 to a chestnut and maple
at the foot of a ridge same course continued
17 poles thence S 34° E 102 p. crossing Dicks
Creek 12 thence N 54° E 17 poles to two chestnut
oaks on the side of Hollmans Mountain same
course continued 150 p. to a red oak and three
white trees under a clump of rocks near the top
of said Mountain thence N 43° W 40 p. to the
Beginning

J. H. Johnson S. J. C.

George Wimer / of Ship /
certificate

105 acres
}

No- 2-

May 1st 1851 Surveyed for George Wimer of Phillip 105 Acres
of land Situate in the County of Pendleton & Highland at the line
between and adjoining the lands of Jacob Newman Andrew &
Daniel Harold and his own former lands being part of a survey
of 30860 Acres Originally Granted to Jo^s. & Benjamin Chambers
by patent and Bounded as followeth viz Beginning at
two pines on top of a high knob Andrew & Daniel Harolds corner
thence with a line of the former S 58° E 30 ps to a chestnut tree in a
hollow Newmans corner and with the lines of the same S 36° E
W 122 ps to four white oak saplings out of one root corner of
same N 68° W 130 ps to a small chestnut oak on a line of his
former tract and with the same N 41° E 177 ps to a sugar tree
where a Birch formerly stood corner of same S 42° E 87 ps. to
the Beginning

Em^t. Abogast

Andrew Harold Junior

certificate

722 ans }

No 3

May 6th 1851 Surveyed for Andrew Harola in 722 Acres
of land situate in the County of Pendleton in the Gap of
Dryum adjoining the land of his father being part of a
Survey of 30860 acres Originally Granted to ^{John} & Benjamin
Cambes by patent and Bounded as followeth Viz. —
Beginning at a red Oak corner to his Fathers land S 11 E
139^{ps} passing a sugar corner to Sant. Harolas land to two pines
on top of a rocky Knob Geo. Winers corner thence S 58 E 88^{ps}
to three pines Newmans corner thence with the lines of the same
S 24 W 92^{ps} to a pine ^{on the Gulf rocks} above The Gulf corner of same S 48 E 41
ps to a pine Newmans and Harpers corner thence with said
Harpers lines N 77 E 118^{ps} to two pines in a low place corner
of same N 50 E 44^{ps} to three small pines on a ledge of rocks
N 75 E 76^{ps} to three pines on a ledge of rocks East 22^{ps} to two
pines N 73 E 56^{ps} to three Chestnut Oaks on a ledge of rocks
N 88 E 130^{ps} to a Spruce pine on a steep hillside South of
Dryum N 35 E 24^{ps} crossing Dryum and the road to a Spruce
pine on a cleft of rocks thence N 24 W 47^{ps} passing Harpers corner
to two pines on a high cleft of rocks thence Due North 123^{ps} to a
hickory & two pines Maury and Hansmers corner and with ^{a line of} the
same N 70 W 312^{ps} to three small Chestnut Oaks on top of the
rocks N 2 E 8^{ps} to two small pines in prantlers Gap S 56 W
36^{ps} to a red oak by a large rock Phillip Miners corner and
with a line of the same S 89 W 102^{ps} to a locus & Chestnut oak
corner to his Fathers land and with the lines of the same S 60 E
66^{ps} to a maple and Birch corner of same S 20 W 64^{ps} to a
Yellow Lym in a bottom of Dryum S 60 E 34^{ps} to a Double
Lym on a hill side N 70 W 32^{ps} to three Lym S 72 W 20^{ps} to a
red oak former corner N 80 W 36^{ps} to the Beginning

Emil Arbogast

Jonathan Arlof

ecclesiastic

297 ans

No-4

April 30th 1851 Surveyed for Jonathan Arlofast 297 Acres
of land situate in the County of Pendleton & Highland at
the County line adjoining his own former land on the East-
being part of a Survey of 30860 Acres Originally Granted to
Jos. & Benjamin Chambers by patent and Bounded as follow-
-eth to viz. Beginning at two Chestnut oaks on the west side
of Back Bone Mountain his own former corner Thence $S 71^{\circ} E$
 234 ps ~~to~~ cropping the rocks of said Mountain to four pines on top
of Brushy Mountain near the low place Thence with the top of
same at $28^{\circ} E$ 176 ps to a pine corner to Jobe Pufferbargers land
and with the lines of the same $N 60^{\circ} W$ 174 ps to two Chestnut trees
on top of Back Bone Mountain $N 71^{\circ} W$ 103 ps to a locust stump &
hickory Bush former corner to Chambers Survey on a line of Phillips
Winners and with his line $S 22^{\circ} W$ 44 ps to a Chestnut tree $S 55^{\circ} E$ 44
ps to a white oak his own former corner and with a line of the
same $S 24^{\circ} W$ 150 ps to the Beginning

Em. Arlofast

Andrew Fletcher
enipual

650 ang

No-5

May 8th 1851 Surveyed for Andrew Fleisher 650—
acres of land situate in the County of Pendleton &
Highland at the County line adjoining his former land
on the east side being part of a Survey of 30860 acres
Originally Granted to Jos. & Benjamin Chambers by patent
& Bounded as followeth viz. Beginning at a ~~chestnut~~
~~oak~~ & white oak Division corner to said Fleisher and —
George Harper and with a line of the same N 62° W 374 ps.
to 5 pines on a line of Sanathat Arbogast on top of Brushy
Mountain thence with a line of said Arbogast S 28° W 128 ps.
to four pines corner of same & John Mulleray and with
the lines of said Mulleray S 17° W 75 ps. to three pines —
corner of same thence S 28° W 190 ps. to two pines and a Chesne-
-nut oak thence leaving Mulleray's lines S 75° E 131 ps. to
two white oak saplings ^{for a ridge near Lewis} former corner & ~~inconspicuous~~ corner of
said Chambers Survey and now not standing and with a line of the
same N 45° E 360 ps. to the Beginning.

Em. J. Arbogast

David Maury &
Adam & Balser Hammer
Cooper

1828 ans

No - 6

June 3rd 1851 Surveyed for David Maury Adam & Balser Hammer
1828 Acres Including a former tract of 400 Acres ^{to be excepted.} Making in all 2228.
Acres of land Situate in the county of Pendleton between the Rollman
Mountain and the Simmons Mountain Known as the upper Chestnut
woods Being part of a survey of 30860 Acres Originally Granted
to Jos & Benjamin Chambers by patent and Bounded as—
followeth Viz. Beginning at a Sugar & Locust corner to Henry
Simmons land and thence own former corner and running thence
N 55° W 200 pds to two pines at the rocks on top of Rollman Mountain
—in thence S 40° W 55 pds to a pine Bush W^m Calhoons corner and with
the same S 38° W 360 pds to a pine Emanuel Simmons corner and
With his lines S 2° E 57 pds to two Chestnut Saplings said Simmons
corner near the Spring run S 43° W 100 pds to a Birch and a Oak Sap-
—ling at the rocks S 21° W 80 pds to a Birch at a cliff of rocks ~~his~~
said Simmons and Phillip Wimers corner and with the lines
of the latter N 4° E 170 pds Meandering with the rocks to two pine
Bushes in panther Gap Andrew Harolds corner and with his
lines S 2 1/2° W 8 pds to three Chestnut Oak Sapling on top of the rocks
S 70° E 312 pds to two pines and a hickory on top of Simmons Mountain
said Harolds corner thence leaving Harolds lines and with the top of
Simmons Mountain N 37° E 189 pds to a pine & three Chestnut oak
Sapling out of one Root N 32° E 405 pds to three Chestnut oaks
on said Mountain N 25° E 48 pds to a Gum wood N 36° E 230 pds
Crossing Hammers Run to three pines on a high cliff of Rocks
N 54° W 33 pds to a Chestnut tree near the top of Wagoner Knot S 80° W
52 pds to two Chestnut oaks on a ridge N 55° W 35 pds to a Black
oak former corner, & corner to Henry Simmons land and with
the former lines N 55° W 130 pds to the Beginning

Chas. S. Abbott

Gorge Harper
certificate

824 acres }

No-1

May 20th 1851 Surveyed for George Harper 824
Acres of land situate in the County of Pendleton adjoining
his own former lands on the east-Six and the lands
of Andrew Flesher Jonathan Arbogast Andrew Harold &
others, being part of a survey of 30860 acres Originally
Granted to Jas^d & Benjamin Chambers by Patent &
Bound as followeth viz. Beginning at a ~~Chestnut oak~~ ^{Said George Harper Land}
white oak an Original corner of ~~Said Chambers Survey~~ &
Division Corner to Andrew Flesher and Said Harper and —
with the Division line of the same N 62° W 374 ps to five
pines on a line of Jonathan Arbogast Said Andrew Flesher
Corner thence with a line of the same N 28° E 122 ps passing
Joh^d Puffenbarger Corner & Jacob Newmans to a pine on the
rocks of the Gulf by a path Newmans & Harolds corner and
with Harolds line N 77° E 118 ps to two pines in a low place thence
N 50° E 44 ps to three small pines on a ledge of rocks N 75° E 76 ps
to three pines on a ledge of rocks on a ridge East 22 ps to two pines
on said ridge N 73° E 56 ps to three Chestnut-oaks on a ledge of rocks
N 88° E 130 ps to a Spruce pine on a steep hill side South of Dry
run N 35° E 24 ps crossing Dryrun and road to a Spruce pine
on a cliff of rocks N 24° W 36 ps to two pines on a high cliff of rocks
thence leaving Harolds line N 75° E 94 ps to a Double pine on a flat —
S 57° E 93 ps to a hickory & red oak his own & Sproungles corner
thence with his own former line S 42° W 60 ps to two white oaks on
the point of a ridge N 84° W 90 ps to a chestnut tree and maple stump
near the Dryrun road S 30° W 34 ps to a chestnut oak S 60° W 80 ps to
a pine & chestnut oak on a ridge S 23½° W 202 ps to a chestnut oak
on the point of a ridge East 84 ps to two white oaks N 44° E 6 ps
to a Gum & red oaks S 25° E 40 ps to a walnut stump in a field
S 72° W 52 ps to two white oaks S 42° W 78 ps to ~~the~~ a chestnut
oak & white oak corner of the Chambers survey thence S 45° W 26
ps to the Beginning

Em^d. Arbogast

James Mullin is
~~certified~~

one part
96 ans

No. 4

38 certified ans

May 10th, 1851 Surveyed for James Mullins
a Tract of Land Situate in Pendleton County Va.
being part of a Tract of 30.860 acres Granted to
Joseph and Benjamin Chambers by Patent. contains
96 acres lying on the Ridge between North Fork and
any Run adjoining his former Land and Leonard
Harpers Land & Bounded as follows Beginning
at two spruce pines at the North Fork thence
S 61° E 100 p. up the Mountain to a pine S 35° W
40 p. to a black walnut and Spanish oak on a
hill side former corner & with his line S 60° W
64 p. to a Spanish oak & white oak S 19° W 30 p. to
a walnut & spruce pine N 66° W 144 p. to a sugar
& cucumber S 44° W 48 p. to a sugar N 57° W
12 p. to a spruce pine at the North Fork thence
down with the meander of the same 206 poles
to the Beginning

J. F. Johnson S. S. C.

Isaac L. Newman

certificate

93 acres

No-9

May 1st 1851 Surveyed for Jacob Newman 93 Acres of land
situate in the County of Pendleton & Highland at the line
between and adjoining the lands of Geo. Wimer Andrew & Danl.
Harolds George Harper & Jobe Puffenbarger being part of a
Survey of 30860 Acres Originally Granted to Jos. & Benjamin
Chambers by patent and Bounded as followeth viz. Beginning
at three small pines on top of Brushy Mountain Puffenbargers
corner on Harpers line thence N 28° E 45 ps to a pine at the Gulf
N 48° W 41 ps to a pine near Saia Gulf N 24° E 92 ps to three pines
on west side of Saia Gulf Harolds corner N 58° W 54 ps to a Chesnut
-nut tree in a hollow Wimers corner & with the lines of the same
S 36° W 122 ps to three ^{white oak} saplings out of one root corner of same N 68°
W 130 ps to a small Chesnut oak on a line of Saia Wimers & with the
same S 41° W 22 ps to a double Sugar Saia Wimers & Puffenbargers
corner thence with the lines of the latter S 68° E 83 ps to three Chesnut
and red oak saplings on top of Back bone Mountain by a path
corner of same S 60° E 167 ps to the Beginning

Em. Abigail

John Calhoun

certificat

one half

16 acres

Na-10

May 11th 1851 Surveyed for John Calhoun
a Tract of Land Situate in Perkelton County
Va being part of a Tract of 30.860 acres
Granted to Joseph & Benjamin Chambers by
Patent. contains 16 acres lying on Dry Run
of the North Fork adjoining his former Land &
Bounded as follows viz. Beginning at a Gum
corner of his own & with his line S 5° W 30 p. to
two ash stumps corner of the same thence S 20°
E 22 p. to a Sugar and iron wood corner of
the same thence S 43° E 20 p. to several Gums
corner of the same S 71° E 48 p. to several Gums
corner of the same & Dycers N 27° E 17 p. to
a sugar on the Top of a ridge on Nelsons line
& with the same N 48° W 97 p. to the Beginning

Jacob H. Johnson S. C.

L. L. Tupper Langer
Leek Point

84 ans.

No-11

April 30th 1851 Surveyed for Lot Puffenbarger 84 Acres of land
situate in the County of Pendleton & Highland at the County
line between and adjoining the lands of Jonathan Arbogast
Jacob Newman and his own former land being part of a ~~survey~~
of 30860 Acres Originally Granted to So.^l J. Benjamin Chambe-
rs by patent and Bounded as followeth viz. Beginning at
a locust stump & hickory Bush Original corner of the Chambers —
Survey thence S 71° E 103 ps to two Chestnut-trees on top of back bone
Mountain Arbogast's corner S 60° E 174 ps to a pine on top of bushy
Mountain said Arbogast's corner thence N 28° E 56 ps to three pines
Newman's corner and with the lines of the same N 60° W 126 ps
to three chestnut & red oak saplings on top of back bone Mountain
near a path N 68½° W 83 ps to a double sugar tree Georg Miners & Puffen-
bargers corner thence with the lines of said Puffenbarger S 9° W 42 ps
to a red oak corner of same thence West 44 ps to the Beginning

Em^l. Arbogast

Daniel Harold
Stephens

22 acres

No-12

May 6th 1851 Surveyed for Daniel Harold 22 Acres of land.
- Situate in the County of Pendleton between and adjoining the
lands of George Wimer Andrew Harold & his own former land
being part of a survey of 30860 Acres Originally Granted to
Do^t Benjamin Chambers by patent and Bounded as follows
- *viz* Beginning at a Sugar tree in a hollow on a line of
George Wimer's ^{corner to The Chambers Survey &} his own former corner and with the same N 35⁺
E 66 ps to a Sugar tree of former corner on a line of Andrew -
Harold and with the same S 11⁺ E 139 ps to two pines on top
of a high Knob ^{Said} Harold & Wimer's corner thence N 42⁺ W 87 ps
to a Sugar tree ^{formerly a birch} ^A Said Wimer's corner thence N 41 W 32 ps to The
Beginning

Em^t. Arbogast

John Mullinase
certificate

369 ans

No-13

May 8th 1851 Surveyed for John Mullinax 369 Acres of land
situate in the County of Highland between and adjoining the lands
of Andrew Flesher Jonathan Arbogast John Chew & Em^t.
Arbogast being part of a survey of 30 860 Acres Originally
Granted to Do^{ts} & Benjamin Chambers by patent and bounded
as followeth viz. Beginning at six pines in a Gap of the rocks
of back bone Mountain Em^t. Arbogast's corner thence S 75° E
210 ps to two pines & Chestnut oak in the low place Andrew -
Flesher corner and with his line N 28° E 190 ps. to three pines
corner of same N 14° E 75 ps to 4 pines Jonathan Arbogast's corner
and with his line N 71° W 203 ps to four pines on top of the rocks
of back bone Mountain thence with the meanderings of the same
S 34° W 213 ps to three pines on top of said rocks E. Arbogast's
corner thence with a line of the same and meanderings of the
rocks S 17° W 62 ps to the Beginning

Em^t. Arbogast

Peter Simmons

Certificate

200 acres

Nu-14

June 7th 1851 Surveyed for Peter Simmons 200 Acres
of land Situate in the County of Pendleton adjoining
his own former lands and the lands of Henry Simmons
W^m Simmons Mays and Hammons on the East side of
Simmons Mountain being part of a survey of 30860 Acres
Originally Granted to Lo: Benjamin Chambers by patent
and Bounded as followeth Viz. Beginning at 2 Chestnut sap-
lings on a ridge Henry Simmons corner and with the lines of the
same N 52° W 30 ps to a white oak on top of a ridge in a field
N 79° W 328 ps to apex Simmons Mountain to three chestnut oaks
said Simmons corner and on a line of Mays & Hammons
and with the lines of the same S 25° W 12 ps to three chestnut oaks
corner of same S 32° W 128 ps to a chestnut oak on said line then
having the same S 77° E 216 ps down the mountain to a white oak
his own and W^m Simmons corner on a line of their former land
and with the same N 38° E 122 ps to the Beginning

Emt. Attyest

John Sponaugle

Certificate

22 acres

No-15

June 7th 1851 Surveyed for John Sponaugle 22 Acres of land
situate in the County of Pendleton between and adjoining the
lands of Mr Simmons and his own former lands being
part of a ~~tract of~~ ⁺ survey of 30860 Acres Originally Gran-
ted to Jos & Benjamin Chambers by patent and Bounded
as followeth to Viz Beginning at a sugar tree in a bottom on
the North side of the Branch Simmonses corner and Running
thence S 83° E 10 p.s to a sugar tree near ^{Sponaugles} a former corner now not
standing thence with the lines of the same S 77° W 146 p.s to a
hickory and a white oak former corner N 10° E 51 p.s to a black
Walnut & ^{Cucumber} Mr Simmonses corner and with his line S 83° E 133 p.s
to the Beginning

Emil Atogast

oak and Lynn corner, Henry Simmons Old Tract and with
 the lines of the same S 57° E 80 to two Poplars on a bank S 71° E 30
 to a walnut and Span oak S 43° E 79 ps to a double white oak &
 black oak S 28° E 40 ps to a white oak stump at the corner of
 Henry Simmons fence near the road S 58½° E 17 ps to the Beginning

Comt. Abogast

Adam Hammer

concupall
 Geo. Bates

219 acs

No 10

June 5th 1851 Surveyed for Adam Hammer two separate tracts of land situate in the county of Pendleton being part of a survey of 30860 Acres Originally Granted to Jos. & Benjamin Chambers by patent, the first tract containing 69 Acres between and adjoining his own former lands and Cain Moyers & Bounded as followeth Viz: Beginning at a white oak & white pine by a drain near Moyers fence Thence S 45° W 102 p^s to two Chestnut trees corner to his former land and with his former line S 5° E 27 p^s to a chestnut tree in a hollow former corner S 15° W 44 p^s to two red oaks corner of same S 25° E 24 p^s to a white oak corner of same S 85° E 58 p^s to three Black oak saplings N 40° E 37 p^s to a red oak in a field N 16° W 40 p^s to two pine oaks N 36° E 14 p^s to a white oak and pink oak N 15° E 46 p^s to three Black oaks on a point of ridge former corner N 38° E 24 p^s crossing a run to a white oak on a former line thence leaving the same N 52° W 40 p^s to the Beginning, the second tract contains 150 Acres lying along Hammers Run from the South ^{bank} to the top of Wagners Knob between and adjoining the lands of Henry Simmons Cain Moyers and his own former land & Bounded as followeth Viz: Beginning at a Spruce pine on a bank his own former corner thence N 43° W 20 p^s to a white oak & two Sugars by the road corner of the same N 28° W 100 p^s to a Spanish Oak on a stony bank N 62° W 100 p^s to Sugar & maple stump by a Spruce pine bush N 10° W 60 p^s crossing said run to a Sugar & dogwood N 10° E 26 p^s to a walnut and hickory saplings N 5° E 30 p^s to an Elm Walnut & Double Lyeum his own and Moyers corner thence with Moyers line N 65½° W 220 p^s to two Chestnut oaks & red oak on Wagners Knob Henry Simmons & Moyers corner and with said Simmons line S 15° W 42 p^s to three pines on a high cliff of rocks Maury & Hammers corner S 36° W 50 p^s to a cucumber against the bank of Hammers run Henry Simmons corner and with his line N 88° E 48 p^s to a Spruce pine and ash by the run S 70° E 134 p^s to a Gum & Poplar S 42° E 58 p^s to a Chestnut

Henry Simmons
Certificate
Two Years

377 ap

No-17

June 7th 1851 Surveyed for Henry Simmons two separate tracts of land situate in the county of Pendleton being part of a ~~Survey~~ of 30800 Acres Originally Granted to Jos^{ph} & Benjamin Chambers by patent, the first tract containing 275 Acres lying ~~and between~~ adjoining & between the lands of Peter Simmons David Maugzy & Hammers, ~~Hammers~~ Run and his own former lands & Bounded as followeth Viz. Beginning at a Chesnut Oak & Lyeum corner of his former land and with a line of the same S 38° W 150 pps to a two Chesnut Saplings his own and Peter's Division corner thence with ~~the~~ the same N 52° W 30 pps to a White oak on a ridge in a ^{corner of same} field N 79° W 228 pps to three Chesnut oaks corner of same and on a line of Maugzy & Hammers & with their lines N 25° E 36 pps to a Gumwood corner of same N 36° E 180 pps to a Cucumber ^{Adam Hammers corner} by Hammers run and with his lines N 89° E 48 pps to a Spruce pine & ash at said Run S 69° E 134 pps to a Gum & poplar by said Run S 42° E 58 pps to the Beginning, the second tract contains 102 Acres lying on the West side of the Waggoner Knob adjoining & between the lands of Maugzy & Hammers, Adam Hammers Cain Moyers John & Wilson and his own former lands in Chesnut woods and Bounded as followeth Viz. Beginning at three pines on a high cliff of rocks Maugzy & Hammers corner thence with a line of Adam Hammers N 15° E 42 pps to two Chesnut oaks & red oak said Hammers & Moyers corner and with the lines of the latter N 30° E 112 pps to a birch & Cucumber on a line of John & Wilson on Waggoners Run thence with the same N 56° W 50 pps to a Spruce pine & Cucumber by the said run N 24° W 40 pps to a Locust his own & Wilsons former corner and with his own former lines S 39° W 121 pps to a Chesnut tree former corner S 26° W 80 pps to a black oak his own & Maugzy & Hammers corner & with the lines of the latter S 55° E 35 pps to two Chesnut oaks on a ridge N 80° E 25 pps to a Chesnut tree on Waggoners Knob S 54° E 33 pps to ~~the pines~~ the Beginning

Emt. Abogast

William Simmons

certificates

Two Facts

364 ans

No-18

June 6th 1851 Surveyed for W^m Simmons 311 Acres of Land
situate in the county of Pendleton on the East side of
Simmons Mountain adjoining the lands of Maury & Hammers
John Sponaugle Peter Simmons and his own former lands
being part of a Survey of 30 860 Acres Originally Granted
to Lot & Benjamin Chambers by patent and Bounded
as followeth Viz Beginning at a chestnut oak on a line of
Maury & Hammers on the Top of Simmons Mountain thence
S 77° E 216 ps to a white oak his own & Peter Simmons ~~corner~~
division corner on a line of his former land and with the same
S 38° W 92 ps to a large black oak beginning corner of his former
Survey S 67° W 98 ps to a chestnut oak & black oak S 39° W 46 ps
to three chestnut Oaks on a ridge former corner S 15° E 88 ps
to a white & chestnut Oaks. S 60° E 39 ps to a large white
Oak & Walnut stump S 40° E 46 ps to a white Oak in
a field former corner thence leaving said lines and with a
line of Sponaugles and passing his corner N 65° W 286 ps to
a hickory & chestnut oak and span oak on a line of Maury &
Hammers on top of Simmons Mt. thence with a line of the same
N 32° E 245 ps. to the Beginning

Em^d. Artofast

also 53 acs lying in said County on West side
of S Branch adjoining his own & Sponaugles Land
being part of the same Grant of 30 860 acs
& is Bounded as follows Beginning at a white oak in a
field John Sponaugles corner & with his line S 10° W 79 ps
to a walnut & cucumber on said line thence leaving the same
S 62° E 173 ps to a sugar tree in a bottom his own former corner &
with his line N 20° E 36 ps. to a large white oak his former corner
N 33° E 10 ps to a white pine & dogwood by the branch
N 68° W 142 to the Beginning

Em^d. Artofast

Emanuel Arlovas

certificates

53 ans

No-19

A. H. Johnson

Solomon Harman

certificates

one Tract.

269 acres

No-20

August 12th, 1851 Surveyed for Solomon Harman
a Tract of Land containing 269 acres being part
of a Tract of 22,750 acres Granted to Joseph and
Benjamin Chambers by Patent. Situated on the west
Side of the North Hill Mountain adjoining his
former Land on the East Side Bounded as follows
viz. Beginning at two black oaks & chestnut oak
near the top of the Mountain by the Harman road
N 17th E 138 p. to a pine and red oak on the top of
said Mountain N 26th E 120 p. to two white oaks &
gum near the top N 8th W 44 p. to two white oaks
on the East side N 64th W 34 p. to two pines on a hill
side S 82th W 109 p. to a sugar in the former line
thence with the line by and of Chambers Survey
S 3th W 76 p. to two chestnut oaks by and corner
N 85th W 50 p. to a black oak corner of the same N 38th
W 20 p. to an elm on a hill side corner of the same
S 33th W 152 p. to a red oak S 34th E 92 p. to two
black oaks S 7th E 34 p. to three limes in a valley
former corner of same S 83th E 100 poles to the
Beginning.

A. H. Johnson S. S. C.

Levi Harper
antiquary
Two Tracts

163 acres

No. 21

August 13th 1851 Surveyed for Levi Harper
 Two Tracts of Land Situate in Pendleton County
 W. being part of a Tract of 22.750 acres Granted
 to Joseph & Benjamin Chambers by Patent. One
 of said Tracts is lying on the waters of Harpers
 Gap Run adjoining his own & Solomon Hedricks Land
 contains 42 acres and is Bounded as follows
 Beginning at a hick & ash Hedricks corner thence with
 his line S 41° W 56 p. to a chestnut in said Hedricks line
 S 15° W 8 p. to an ash Harmons corner & with his line
 N 88° E 114 p. to two sugar & hick Harmons corner thence
 with his own line N 2° W 921 p. to a white oak and
 hick on a ridge & a grass yard S 46° W 16 p. to a
 white pine on a ridge S 42° W 5 p. to a double sugar
 S 40° W 28 p. along the top of said ridge S 80° W 12 p. to a
 pine S 35° W 90 p. to a white oak S 6° W 16 p. to a sugar
 in the road S 80° W 18 p. to a sugar in Hedricks line thence
 with the same S 34° E 20 p. to the Beginning.

The other is lying on the west side of the North
 Hill Mountain adjoining his former land on the
 East side contains 121 acres & is Bounded as
 follows Beginning at a white oaks on broad
 ridge his own & Harmons corner thence with his own
 line N 29° E 116 p. to a white oak and iron wood
 on a ridge S 57° E 62 p. to two white and two chest
 nut oaks N 23° E 6 p. to two chestnut oaks on a ridge
 S 65° E 132 p. to a white and chestnut oaks on the
 top of North Mountain S 14° W 30 p. to four white
 oaks on S^d Mountain S 33° E 16 p. to two white oaks
 & hick on Harmons corner thence with their line S 85° W
 138 p. to a chestnut oak by a path on broad ridge corner of same
 S 88° W 16 p. to a red oak said Harmons corner S 88° W 84 p.
 to the Beginning

R. F. Johnson S. J. C.

line N 61° E 46 p. to a cucumber 186° E 16 p. to a large
 rock 168° E 64 p. to two sugar-tump in a field
 N 8° E 116 p. to two chestnut oaks & one on Days
 line on a ridge thence bearing the same N 78° E 25 p. to
 two chestnut oaks on said ridge 148° E 22 p. to a sugar
 & chestnut oak on said ridge N 87° E 56 p. to three chest
 nut oaks on said ridge 184° E 46 p. to a chestnut oak on the top
 of North Mountain 125° W 32 p. to a red oak & chestnut
 13° W 46 to two red oaks on said Mountain 125° W 184
 to three pines at the rocks 19 1/2° W 132 p. to the
 Beginning.

J. F. Johnson S. R. C.

Joel Harman

certificates

Two Tracts

388 acres

No-22

15

August 13, 1851 Surveyed for Joel Harman
two tracts of land situate in Pendleton County Va
they being parts of a tract of 22.750 acres Granted
to Joseph and Benjamin Chambers by Patent
One of which tracts lies on the Water of Harper
Gap Run adjoining and between his own Land &
the Land of John & Philip Harper contains 27 acres
& is Bounded as follows Beginning at a white
oak on a ridge by a grassy field his former corner thence
S 76 $\frac{1}{2}$ ° W 16 p. to a white pine Division corner between him
& John D Harper thence with their division line N 38° W
42 p. to a white pine on a ridge N 35° E 20 p. to an
iron wood stump some 12 feet below and about by a
creek N 42 $\frac{1}{2}$ ° W 18 p. to a sugar by a drain N 38° W
16 p. to an elm sprout at said drain S 81 $\frac{1}{2}$ ° W 6 p.
to a sugar by said drain N 70° W 16 p. to a hickory
sapling in Harper's old line thence with the same
N 55° E 23 p. to a chestnut oak sapling in the old
line Division between him & Philip Harper thence
with the division line East 20 p. to a sugar tree
N 68° E 12 p. to a chestnut oak on a ridge S 87° E 24 p.
to a white pine on a ridge N 55° E 26 p. to a hickory
creek in the old line S 15° W 5 poles to a hickory
sapling on a ridge his old corner thence with his line
S 16° W 81 poles to the Beginning

The other contains 361 acres lying
on the west side of the North Mountain adjoining
his former land on the east side Bounded as follows
Beginning at a white and chestnut oak on the top of North Mountain
Joel Harpers corner thence with his line N 65° W 132 p. to two
chestnut oaks on a ridge S 23° W 6 p. to two white and two chest
nut oaks on the side of said ridge his own former corner thence
with his line N 57 $\frac{1}{2}$ ° W 62 p. to a white oak and iron wood
N 32° E 148 p. to two iron wood saplings thence West 108
p. to a sugar tree N 3° W 20 p. to a sugar tree on Days.

John D. Harper

Certified

True Facts

417 ans

No. 23

August 13th 1851 Surveyed for John D. Harper
Four Tracts of Land Situate in Pendleton County Va.
they being part of a Tract of 22,750 acres Granted
to Joseph and Benjamin Chambers 1st Tract lies on
the water of Harper Gap Run adjoining and between
his former land the Land of Solomon Hedrick Levi Harper
& Joel Harmon contains 45 acres and is Bounded
as follows viz: Beginning at a sugar in Hedricks line
thence N 80° E 18 p. to a sugar by the road Harper corner
N 6° E 16 p. to a white oak N 35° E 10 p. to a pine N 80° E
12 p. along the top of a ridge with a new fence N 70° E 28 p.
to a double sugar N 72° E 5 p. to a white pine on 3^d
ridge division corner between him & Joel Harmon thence
with their division line N 38° W 42 p. to a white pine on
a ridge N 35° E 20 p. to an iron wood stump some 12 feet
below a walnut at a drain thence N 42° W 18 p. to a
sugar by a drain N 38° W 16 p. to an elm sprout at said
drain S 81° W 6 p. to a sugar by said drain N 70° W 16 p.
to a hickory sapling in Harper old line thence with
the same S 54° W 100 p. to a white oak in Hedricks line
thence with the same S 70° E 32 p. to a white oak &
Joel Harmon corner thence with his line S 34° E 56
poles to the Beginning

2nd Tract lies on the River Run adjoining his
own & Hedricks land contains 62 acres is Bounded
as follows viz: Beginning at a sugar & black oak on
the hill side Solomon Hedricks corner thence with his
line S 35° E 27 p. to two black oaks corner of same
in a line of his own thence with the same N 29° E 102
p. to a white walnut by a drain N 59° W 30 p. crossing
a run & road to a white oak on a hill side same
course continued 80 p. to the top of the river here
thence along the same S 29° W 96 poles S 59° E
85 poles to the Beginning

3rd Tract contains 60 acres lies on

the Prior 1900 adjourn in the Land of Sampson
Day Bounded as follows viz. Beginning at a
Chest & Stump corner of the Cannell Land & with
the same N 69° E 120 p. to a red oak in Days
line & with the same North 22 poles to a white
oak said Days corner S 60° W 22 p. to a small
maple corner of the same S 43½° W 28 p. to a sugar
said Days corner N 20° W 68 p. with said Days line
to a chestnut oak said Days corner & with this line
N 25° E 48 p. to a chestnut oak on said Days
line N 49° W 29 p. to two chestnut oaks & white
oak ~~said Days corner~~ S 21° W 168 p. to a chestnut
oak & black oak on a hill side S 50° E 50 p. to
a line of Harpers Cannell Tract & with the same
N 37° E 80 poles to the Beginning

4th Tract contains 200 acres exclusive
of 50 acres contained therein which belongs to the
said Harper & is excepted & reserved out of
this conveyance ~~is Bounded as follows viz.~~
~~Beginning~~ lying on the Top of the North York Moun-
tain opposite the Mouth of Seneca Creek including
his Cannell Tract as before stated Bounded as fol-
lows viz. Beginning at two white oaks Days and
Boggs corner thence with Days line S 66° E 54 p. to
a white oak sapling said Days corner S 33° E 55 p.
to a white pine at a Gap in the Rocks on the Mountain
S 16° W 58 p. to a white pine on the Top of the rocks
S 12° E 36 p. to a white pine thence leaving the Top
S 85° E 50 p. to a pine N 16° E 452 p. to three chestnut
saplings Belles corner & with his line N 74° W 84 p. to
two white oaks on Backbone Mountain said Belles
& Moses Corner thence S 29° W 336 p. to the Beginning

J. H. Hanson J. P. C.

Philip Harper (of Elias)
certificate
Two Tracts

74 acres

No 24

August 13th, 1851 Surveyed for Philip Harper
of Elias 1st two Tracts of Land Situate in Pendleton
County Va. being part of a Tract of 22750 acres Granted
to Joseph & Benjamin Chambers by Patent one of which
Tracts lies on the water of Harper Gap Run adjoining
his former Land & Joel Harman's Land containing 11 acres
Bounded as follows viz. Beginning at a chestnut oak
corner of the Gray Land thence with a line of the same
N 68° E 38 p. to a line of the Cannell Tract thence with
the same West 48 p. to a walnut corner of the same
S 74° W 75 p. to a chestnut oak on a ridge in the old line
thence with Harman's line East 20 p. to a sugar tree N 68° E
12 p. to a chestnut oak on a ridge S 87° E 24 p. to a white
pine on a ridge N 55° E 26 p. to a hickory grub in the
old line N 15° E 10 p. with the same to the Beginning

The other Tract lies on the River front
waters of said Run adjoining the said Cannell
Tract contains 63 acres & is Bounded as follows
Beginning at a white oak on a hill side thence S 59° E
30 p. crossing the Run & road to a white walnut by a
drain in said Cannell line thence with the same
N 29° E 84 p. to a hickory in said line thence N 50° W
50 p. to a chestnut oak & black oak on a hill side
thence to Harper's corner same course continued 61 poles
to the top of the River hill S 29° W 102 poles
thence S 59° E 80 poles to the Beginning

J. T. Johnson S. J. C.

Jonas Harman
etc etc etc

223 ans

No-25

August 11th 1851 Surveyed for Jonas Harman - 223 Acres of land
situate in the County of Pendleton on the East & West Side of North
Mountain adjoining the lands of Hollingsworth & Saml. Harman and
his own former land being part of a survey of 22,750 Acres
Originally Granted to Geo. H. Benjamin Chambers by patent
& Bound as followeth viz Beginning at two Chestnut oaks on a
line of Hollingsworth and with the same S 71° E 92 p^{ts} ~~to~~ crossing
the top of North Mt. to two Chestnut oaks on said line thence N 70°
E 58 p^{ts} to two pines N 36° E 66 p^{ts} to a chestnut & Chestnut Oak below
a Spring N 14° E 174 p^{ts} to a pine & Chestnut Oak Sapling N 48° W
20 p^{ts} to two Black & Chestnut Oak Saplings Solomon Harman's corner
& with his line N 82° W 101 p^{ts} to Three Lynes corner to Shallo.
land and with his line S 20° W 270 p^{ts} to the Beginning

Emt. Wrogasg

maple sapling $7\frac{3}{4}$ W 28 $\frac{1}{2}$ to a sugar tree former
corner & with line N 51 $\frac{1}{2}$ E 169 poles to the
Beginning

Saml F. Johnson N.C.

Sampson Day
certified
True Tract

267 acres

No. 26

th

August 14, 1851 Surveyed for Sampson Day
Two Tracts of Land Situate in the County of Pendleton
Va. being parts of a Tract of 22,750 acres Granted by
patent to Joseph & Benjamin Chambers one of which
Tract contains 248 acres, lying on the west Side of
the North Mountain at the leading ridge adjoining his
former Land & Bounded as follows viz. Beginning at a
pine tree on the top of the North Mountain thence $N 12^{\circ} W$
 36° to a pine on the top of said mountain $N 6^{\circ} E$ 58°
to a white pine near a Gap in the rocks on S. Mountain
 $N 33^{\circ} W$ 55° to a white oak sapling on leading ridge $N 66^{\circ} W$
 54° to two white oaks at the pole barn's $S 87^{\circ} W$ 10°
to two Spanish oaks $N 76^{\circ} W$ 39° to a pine on said
ridge $S 87^{\circ} W$ 137° to a chestnut oak and Sugar his
former corner thence with his line $S 57^{\circ} W$ 39° to an elm
stump on a hill side his former corner thence with his line
East 19° to two red oak saplings on a hill side $S 13^{\circ} E$
 50° to a pine and chestnut oak on a ridge his former
corner $S 57^{\circ} E$ 39° to two iron woods on a hill side
his former corner thence $S 8^{\circ} W$ 46° to two red oaks
two chestnut oaks & pine on a ridge Division corner
between him & Joel Harman thence with Harman's line
 $N 78^{\circ} E$ 25° to two chestnut oaks on said ridge $S 78^{\circ} E$ 22°
to a sugar & chestnut oak on a ridge $N 87^{\circ} E$ 56° to three
chestnut oaks on said ridge $S 84^{\circ} E$ 46° to two chestnut
oaks $N 68^{\circ} E$ 28° to a chestnut oak on the top of the
Mountain $N 71^{\circ} E$ 55° to the Beginning

The other Tract contains 19 acres
lying on the waters of Harper Gap Run at leading ridge
adjoining his former Land Beginning at a white
oak in meadow his own former corner thence with
his line $S 14^{\circ} E$ 40° to a chestnut oak his former
corner $S 71^{\circ} W$ 40° to a white oak by a Gully
his former corner $S 60^{\circ} W$ 92° to a small

Isaac Hartman

contingents

3 Times

No-27

August 16, th 1851 Surveyed for Isaac Harman
a Tract of Land containing 38 acres being part of
a Tract of 22750 acres originally granted to Joseph
& Benjamin Chambers by Patent Situated in Franklin
County Va on Dapers Gap Run adjoining his own
& Beardsleys Land & bounded as follows viz Beginning
at a red oak on a hill side South 58 p. to a large
chestnut oak & maple on a ridge Beardsleys corner S 10 E
34 p. to a chestnut oak and red oak Joshua Harmans
corner West 30 p. to a hickory his own former corner
& with his line N 38 W 86 p. to two white oak
saplings by an old schoolhouse his former corner
S 9 W 24 p. crossing a run to a white oak his
former corner N 28 E 44 p. to two pines on a ridge
N 71 E 39 p. to a white & red oak on a ridge
S 69 E 44 p. to the Beginning

J. J. Johnson S. D. C.

Philip Harper Junior
~~certificates~~
Two Tracts.

68 acres

No-28

August 19th 1851 Surveyed for Philip Harper
Two Tracts of Land being parts of a Tract
of 22,750 acres Originally Granted to Joseph and
Benjamin Chambers One of which Tract contains
58 acres Situate in Pendleton County County Va.
on the East Side of the North Fork adjoining said
Harper's former Lands on the East Side Bounded as
follows viz. Beginning at a cucumber tree his former
corner thence with his former line S 18° E 38 p. to
a Spanish oak corner of his 28 acre Tract N 85° E 20 p.
crossing a run to a white oak & pine corner of same
S 31° E 30 p. to a sugar tree in his line thence
leaving the same N 22° E 47 p. to a chestnut and chest-
nut oak on a flat East 38 p. to a chestnut oak and
Cum S 34° E 50 p. to a cucumber tree on a hill side
N 76° E 28 p. to two chestnuts below the mouth of
a Gap N 18° W 37 p. to a cucumber tree maple &
Cypress by a run North 26 p. to a small sugar &
elm by a meadow N 19° W 44 p. to a Cypress &
spruce pine by a run S 68° W 145 p. closing
a point to the Beginning

The other Tract contains 10 acres lies on the
East Side of the Fork opposite to & adjoining the Thomas
Miller place & is Bounded as follows viz. Beginning
at a chestnut oak on a hill side corner of the said
Thomas Miller place thence with a line of the same
S 27° W 43 p. to a hickory and red oak on a hill
side in a line of the same thence S 21° W 28 p. to a
chestnut oak on a hill side S 55° E 38 p. to two chestnut oaks
on a hill side N 43° E 34 p. to three cypresses on a hill
side his former corner thence with his line West 20 p. to an
iron wood and chestnut oak on a ridge by his former
corner thence N 4° W 62 p. to the Beginning

J. H. Johnson S. P. C.

Michael Mouse
septuaginta

782 dms

Nn-29

August 18th 1851 Surveyed for Michael Mouse 832 Acres of land
Including a former tract of 50 Acres to which he hath title, ^{to be excepted} Situate in
the County of Pendleton on the West side of Back bone Mountain
Adjoining the lands of Aaron Boggs & his own former land -
being part of a Survey of 22.750 Acres Originally granted
to Jo^l & Benjamin Chambers by patent & Bounded as followeth
viz. Beginning ~~at~~ two White Oaks on back bone Mt. John D
Harpers corner thence N 45 W 92 ps to two Lyrnus & Sugar tree on
said Mt, S 82 W 100 ps to a pine & Chestnut oak on a ridge N 71 W
12 ps to two Chestnut oaks on a Knob S 78 W 34 ps to a pine & Ches-
nut oak on said ridge N 84 W 20 ps to a Chestnut oak on said
ridge S 71 W 57 ps to three Chestnut oaks on s^d ridge N 81 W 26 ps
to a Chestnut oak on s^d ridge S 84 W 56 ps to a Double Chestnut
oak on s^d ridge N 50 W 36 ps to a Chestnut oak on s^d ridge
S 86 W 98 ps to a Chestnut oak in a hollow N 45 W 54 ps to a
White Oak on a ridge Millers Corner and with his line N 8 W 48
ps to a White Oak & Sugar s^d Millers Corner and on a line of his
own former land & with the same S 29 W 18 ps to a Sugar tree & -
Sapling on a hill side N 40 W 16 ps to a Chestnut oak on his former
line and with the same S 19 W 150 ps to a large Sugar tree former
corner thence leaving the same S 45 E 14 ps to a Sugar tree at the foot
of the mountain by the road S 84 E 20 ps to a White oak on a ridge
S 50 E 46 ps to a red oak N 89 E 50 ps to two Chestnut saplings
on a ridge S 51 E 30 ps to two pines on s^d ridge S 13 W 100 ps to five
pine on a ridge above Seneca rocks Boggs corner and with his line
N 55 E 52 ps to a Chestnut oak & pine N 76 E 66 ps to a pine & Chestnut
oak N 51 E 23 ps to four Chestnut oaks N 78 E 16 ps to a bunch of
Dogwood saplings N 86 E 48 ps to a Double Chestnut oak N 71 E 50
ps to a Chestnut oak S 76 E 26 ps to two Chestnut oaks N 65
E 32 ps to two Chestnut oaks N 80 E 22 ps to a White pine S 82 E
40 ps to a White pine on a high Knob of said ridge thence East
100 ps to John D Harpers line and with the same to the Beginning
Emanuel Abogast

the original line S 70° E 25 p. to a stone fence by
a drain near the corner of Burnes Garden Thence
N 30° E 70 p. to three chestnut oaks on a steep hill
side N 5° W 24 p. to two chestnut oaks on a ridge.
S 83° W 38 p. to a red oak & black oak on a ridge
S 32° W 24 p. to a white oak the original corner
thence with Hedrick's former line S 15° W 52 p. to
the Beginning

J. F. Johnson S. C.

Solomon Hedrick
surveyed Two Tracts

92 acres

No. 30

August 15th 1857 Surveyed for Solomon Hedrick
Two Tracts of Land Situate in Harpers Gap on
the east side of the North Fork One of which con-
tains 72 acres adjoining Heards former Land &
the Land of Isaac Harman being part of a Tract
of 22,750 acres Originally Granted to Joseph &
Benjamin Chambers by Patent. the 72 acres is
Bounded as follows viz. Beginning at two White
oaks on a bank his own former corner Thence
N 35° W 27 p. to a sugar & Black oak on a hill side
S 41° W 84 p. to a large chestnut oak on a hill
side S 73° W 33 p. to a white oak on a hill side
S 18½° E 32 p. crossing a branch to a white oak
by a road Harpers corner S 82½° E 29 p. to two
red oaks S 33½° W 28 p. to a pine N 82½° W
29 p. to a white oak by a road said Harpers
corner N 33½° E 24 p. to a white oak in said
Harpers line Thence leaving said line N 18½° W
32 p. to two chestnut oaks & hickory S 39° W 74
p. to two spruce pines in the Gap near the road
S 28° E 17 p. to a red oak at the road Thence me-
andering said road S 15° W 11 p. S 14° E 14 p.
S 40° E ~~14~~ 8 poles to a white oak Harman's cor-
ner Thence with his line N 26° E 44 p. to two
pines on a ridge said Harman's corner N 71° E 39 p.
to a white & red oak on a ridge corner of the same
S 69° E 44 p. to a red oak on a hill side corner of
same South 58 p. to a chestnut oak & maple on
a ridge his own & said Harman's corner & with his
own line N 11° E 200 p. to the Beginning
The other Tract contains 20 acres is also part of
said Survey of 22,750 acres adjoining said Hedrick's
Home place and is Bounded as follows Beginning
at a walnut louse & sassafras the original corner
of the chambers Survey in Harpers Gap Thence with

Naron Bogg
entirely 500 acres

Na-31

August 17th 1851 Surveyed for Aaron Boggs a tract of land
containing 500 Acres exclusive of a former survey of 293 Acres
^{belonging to said Boggs which is excepted & reserved out of this conveyance}
situate in the county of Pendleton on the west side of
North Mountain in Roys Gap being part of a survey of
22,750 Acres Originally Granted to L^o. F. Benjamin
Chambers by patent & Bounded as followeth Viz. Beginning
at two White Oaks on a ridge ^{John D.} Harpers corner & with the lines of
Sampson Day S 87° W 10 ps to two Span Oaks said Days corner
N 76° W 39 ps to a white pine corner of same S 87° W 137 ps to a
Sugar & Chestnut Oak said Days corner N 78° W 16 ps to a Chestnut
Oak N 85° W 24 ps to a Chestnut Oak sapling S 77° W 24 ps to a Chestnut
Oak S 27° W 20 ps to a Double red oak S 85° W 40 ps to three
Chestnut saplings N 71° W 68 ps to a hickory S 85° W 10 ps to a
Chestnut Oak N 88° W 98 ps to a white pine & Chestnut Oak on
a high point North 180 ps to five pines on a ridge east of Seneca
Rocks, Thence with the top of said ridge N 55° E 52 ps to a Chestnut
Oak & pine N 76° E 66 ps to a pine & Chestnut Oak N 57° E 23 ps to
four Chestnut Oaks N 78° E 16 ps to a bunch of Dogwood saplings
N 86° E 48 ps to a double Chestnut Oak N 71° E 50 ps to a Chestnut
Oak S 76° E 26 ps to two Chestnut Oaks N 65° E 32 ps to two Chestnut
Oaks N 80° E 22 ps to a white pine S 82° E 40 ps to a white pine
on a high Knob Thence East 100 ps to John D. Harpers line &
with the same to the Beginning

Emmanuel A. Boggs

Moses Harper

cutthroat

82 acs

No. 32

August 14th 1851 Surveyed for Moses Harper 82 Acres
of land Situate in the county of Middleton on the west
side ^{of} the river. Hill adjoining the lands of Solomon Hedrick
Sam^l. R. Nelson & Moses Harper being part of a Survey of
22,750 Acres Originally Granted to Jos^{ph} & Benjamin
Chambers by patent & Bounded as followeth viz. Beginning
at three pines on the top of the river Hill Oposite Boggs mile
thence N 67° W 152 p^{os} to an elm at the lower end of the
Bottom Harpers ^{former} corner of 23 Acres tract (fell down) S 12° E 120
p^{os} to a chestnut oak Maple & Chestnut - Said Harpers corner
S 32° W 24 p^{os} to a red oak & black oak on a ridge Hedricks
corner Thence with Hedricks line N 83° E 38 p^{os} to two Chestnut oaks
Said Hedricks corner S 67° E 40 p^{os} to the top of the rocks on River
Hill Thence N 30° E 104 p^{os} to the Beginning

Em^l. Abogast

William Sites

Certificate

One Tract

40 acres

No-33

August 24th, 1851 Surveyed for William
Sikes a Tract of Land Situate in Pendleton County
the being part of a Tract of 22,750 acres Granted
to Joseph & Benjamin Chambers supposed to
contain 40 acres be the same more or less lying
on the East Side of the N. Fork opposite said
Sikes former Land & including the high Rocks at
the Mouth of Seneca Bounded as follows Begin-
ning at four pine Bojps corner East side of
Seneca River thence with Bojps Mound line
N 13° E. 100 p^s to two pine on a ridge N 59° W 30
p^s to two chestnut saplings on said ridge S 89° W
50 p^s to a rock on N 50° W 46 p^s to a white oak on
said ridge N 84° W 20 p^s to a sugar at the road
N 45° W 14 p^s to a large sugar tree said Mound
corner on the bank of the N. Fork thence up
with the meanders of the said Fork to the road
leading into Bojps Gap Just above the Mouth of
Seneca Creek thence with said Road through
the Gap in the high Rocks to Bojps line &
with the same to the Beginning

A. F. Johnson S^r.

August 23, 1851 Surveyed for Adam Carr
Two Tracts of Land situate in Pendleton County Va
being parts of a Tract of 22,750 acres Granted by
Patent to Joseph and Benjamin Chambers, one
of which contains 387 acres exclusive of 160 acres
contained therein which belongs to the said Carr & is
known by the name of the Skidmore Land which is excep-
ted and reserved out of this conveyance said Tract
of 387 ^{acres} lies between the N Fork & the Top of the
Skidmore Mountain & between the Powder Mill Run
& the False Gap its Boundaries as follows Beginning
at two spruce pines by the Powder Mill Run at
the South point of rocks on Skidmore Mountain
thence down with the meanders of the said Run
196 poles to two Sycamores by said Run in a line
of his Skidmore Land thence with the same S 22° W
32 p. to a white oak on a ridge his former corner of
the same thence with said line N 44° W 62 p. to an
elm on the bank of the Fork by his former corner
thence down with the meanders of the North Fork
321 poles to a spruce pine on a high bank of the
Fork by his former corner of 28 acres thence
with a line of the same East 66 p. to two Sycamores in
the head of a hollow former corner of the same N 39° E
42 p. to a sugar & hickory his former corner S 58° E
15 p. to a hickory & sugar his former corner ~~S 58° E 15 p.~~
~~to a hickory & sugar his former corner~~ N 52° E 101 p.
to an elm his former corner in the False Gap by a
creek thence up meanders in said creek S 37° E 72
p. to two spruce trees & poplar in said Gap at the
high Rocks thence S 31° W 420 poles along the
Top of Skidmore Mountain to the Beginning
The other Tract lies between Elbermoun
Gap and the Powder Mill Run East of and adjoining
the Lands of James Miller James Bible Philip Harper

senior and the Thomas Miller place supposed
to contain 900 acres Bounded as follows
Beginning Beginning at two spruce poles by road
thence corner to the first mentioned point thence
down with the meander of said River 196 poles to
the seamy corner of the same thence S 22° W 32 poles
to a white oak on a ridge corner of the same & Jonas
Miller corner thence with Jonas Miller line S. W. 164
poles to a sugarly said Miller corner S 15° E 26 poles to
a chestnut oak in a rocky hollow corner of the same
S 63° W 50 poles to two chestnut oaks N 38° E 40 poles to
a spruce pole near the River Jonas Miller corner
thence with the meander of the North Fork to James
Belle's line thence with the various meanderings of
James Belle's said Philip Harper's the line of the
Thomas Miller place to the corner of Michael Mouser's
and thence with Mouser's line of a survey made by
Emmanuel Arlopp to James Belle's corner on Bell
bone Mountain thence with Belle's line to a
corner tree on Steamers Mountain between Jonas
Miller & said Belle thence with the top of the
Steamers Mountain to the Beginning

J. H. Tolson S. J. C.

Adam Carr

certified

True and

1287 accy

No-34

James B. Miller
certified

925 acres

No. 35-

August 22nd 1851 Surveyed for James Bible 925 Acres of land
Including a former tract of 140 Acres ^{to be excepted by 5th of the land} Making in all 1065 Acres
Situate in the County of Pendleton between the North Mountain Back
bone Mt and the lands of James Miller being part of a Survey
of 22,750 Acres Originally Granted to Jos. & Benjamin
Chambers by patent & Bounded as followeth viz Beginning
at three pines chestnut oak on top of S Kidnood Mountain said
Millers corner and with his line S 58° E 312 ps to two pines & Ches-
nut oak on Top of North Mt. S 45° W 4 ps to three small pines S 24° W
86 ps to a pine on the rocks S 22½° W 119 ps to a Double Chestnut
oak on said Mt. S 81° W 40 ps to two Chestnut oaks on a ridge S 17°
W 42 ps to a birch & wild Cherry below the Peterson Spring S 5½° W
36 ps to two white oaks on a flat S 43° W 30 ps to a white & Chestnut
oaks on the west side of the top S 12° W 34 ps to two Chestnut oaks
on a ridge S 37° W 70 ps to a pine S 22° W 40 ps to a Double Span
oak S 44° W 52 ps to two pine saplings S 25° W 90 ps to two pines
on a high Ground near Lava rock S 40° W 34 ps three Chestnut
saplings John D Harpus corner and with his line N 74° W 84 ps to
two white oaks said Harpus & Mouses corner & with said Mouses
line N 45° W 92 ps to two Lardies & Sugar tree corner of the same thence
leaving said line North 58 ps to two Span oaks on back bone Mt
thence N 19½° E 624 ps to the Beginning

Emanuel Abozest

Jonas Miller
certified to
Yuo Yuet

868 amp

No. 34

August 24, 1851 Surveyed for Jonas Miller
Two Tracts of Land Situate in Pendleton County
Va being parts of a Tract of 22.750 acres
Granted to Joseph & Benjamin Chambers by
Patent one of which lies on the east side of the North
Fork adjoining his own Land & Adam Carr Land
& contains 24 acres and is Bounded as follows
Beginning at a sugar in his former line Thence
with the same N 15° W 16 p. to a white oak former
corner in a line of 27 acre Tract thence with said
line N 48° E 30 p. to a white oak by a former corner
N 35° E 80 p. to a white oak and then his former corner
N 30° W 30 p. to two Sycamores by the Fork N 49° E
24 p. down the Fork to an elm 'Carr' Corner
thence with his line S 44° E 60 p. to a white oak corner
of the same A. W. 146 Acres to the Beginning

The other Tract lies on the east
side of the N. Fork Mountain East of the Prior Hills
& North of the Fowler mill Run containing 844
acres exclusive of 103 acres contained therein
belonging to the said Miller which is excepted and
referred out of this conveyance Said Tract of
844 acres being surveyed is Bounded as follows
Beginning at three pines and chestnut oak on the top
of Indian Mountain & running thence S 58° E 31 1/2 p.
to two pines and chestnut oak on the Top of North
Mountain at a ledge of rocks thence measuring said
ledge of rocks N 25° E 290 p. to a pine on a high
clift of rocks thence measuring the same N 33 1/2° E
276 p. to a double pine on the top the Mountain
near Chynners path N 71° W 285 p. to two pines on
the East side of the rocks Top of the Prior Hills
thence S 32° W 502 p. to the Beginning

Surveyed by H. Johnson S. P.

John George & Eli. Harmon

Antiquaries

254 ans

No- 37

August 11th 1851 Surveyed for John George & Ely Harman. 254
Acres of Land Situate in the County of Pendleton on the West side
of North Mountain adjoining the lands of Solomon Harman Levi-
Harpur & their own former land being part of a survey of 22.750
Acres Originally Granted to Dr. Benjamin Chambers by
patent and Bounded as followeth Viz Beginning at
two white Oaks on the East side of said ^{Said Harman's corner} Mountain & running
thence N 68 W 34 ps to two pines on the West side of said Mt.
S 82 W 109 ps. to a sugar tree on a former line N 1 E 64 ps to a
red Oak & Chestnut Oaks their former corner thence with mine of
their former lines N 50 W 64 ps to a hickory by a run North 15 ps
to a maple on a ridge N 78 1/4 W 160 ps to a walnut & Leym
on a bank West 54 ps to a white Oak & hickory N 16 E 51
ps to an ash near Harpur's line N 88 E 114 ps to two Sugars
& Leym on Harpur's line and with the same S 2 E 39 ps to a sugar
Ironwood & Mulberry said Harpur's corner East 58 ps to two white
oaks corner of same N 88 E 84 ps to a red Oak N 88 1/2 E 16 ps to
a chestnut Oak by a path N 35 E 138 ps to two white Oaks &
hickory on top of North Mt. South 78 ps to a white Oak on s.
Mt. S 20 W 94 ps to two black Oaks on the East side of said Mt.
thence S 18 1/2 E 16 ps to the Beginning Emanuel Arbogast

by the branch $S 20^{\circ} E 10 p.$ to two elms his
former corner $N 54^{\circ} W 10 p.$ with Hammers lines
to a sugar at the foot of a hill Hammers corner
 $S 86^{\circ} W 8 p.$ to a white oak & dogwood on a hill side
Hammers corner $N 52^{\circ} W 40 p.$ to three red oaks
 $N 10^{\circ} E 26$ poles to the Beginning

J. H. Johnson S. P. C.

John E Wilson

certify that

Two Tracts.

423 acres

No - 38

June 7th, 1851 Surveyed for John E. Wilson
Two Tracts of Land Situate in Fendleton County Va.
being part of a Tract of 30.860 acres Granted to
Joseph and Benjamin Chambers by patent, one of
said Tracts is lying on Bob's Mountain West side
of the South Branch adjoining his own former Land
the Land of Moyers and Wm^o McCoy containing 395
acres & Bounded as following. Beginning at a locust
the division corner between Wilson & Simmons thence with
Wilson's own former line N 40° E 57 p. to a spruce pine
& chestnut N 20° E 100 p. to a red and chestnut oak
N 40° E 138 p. to a chestnut oak & two gums Wilson's
& McCoy's corner thence with McCoy's line S. E. 278 p.
to a white oak chestnut oak & red oak in Moyers line
thence with the same S 50° W 14 p. to a pine or a hick
Moyers corner thence with his line S 20° W 100 p. to two
~~log roads~~
~~chestnut oak~~ ~~supplied~~ by a corner of the same S 78° W 59 p.
to three gum trees S 33° W 24 p. to two poplars in
Waggoners Run thence up with the meanders of said
Run 257 poles to the Beginning

The other Tract contains 28 acres lies in
a flat West of the South Branch adjoining & between
his former Land & Hammers Land & is Bounded as
following. Beginning at a white oak in a flat Ham-
mers corner thence with Hammers line N 50° W 24 p. to
a white oak & dogwood Hammers corner N 5° W 38 p.
to two white oaks N 40° E 40 p. to a white oak and
pine in a flat said Hammers corner N 24½° E 31 p. to
two white oaks said Hammers, Moyers, Roads, and
Wilson's corner thence with Wilson's own line S 24° E
40 p. to a white oak his former corner S 10° E 52 p.
to two white oaks his former corner S 10° E 52 p. to
two white oaks his former corner S 40° W 26 p. crossing
a hollow to a pine & chestnut oak & a pine on a
ridge S 62° E 34 p. to a double red oak

white oaks in Hammerline Thence with the same
N 38 E 32 1/2 P. to three chestnut oaks on a ridge Ham-
mers N 14 E 79 1/2 P. to the Beginning

J. H. Johnson S. P. C.

Cain Moyers & Co

entirely

Two Tracts

263 and

No. 39

June 24th 1851 Surveyed for Cain, Henry, Solomon,
Levi, Harman and George W. Moyers Two Tracts of
Land Situate in Pendleton County Va being parts
of a Tract of 30.860 acres Granted to Joseph and
Benjamin Chambers by Patent the of said tract
contains 220 acres lying on Waggoners Run
adjoining the Moyers Land & Hammers Land
Bounded as follows viz Beginning at a gum tree
white oak at the foot of a hill corner of a 48 acre
tract of Moyers thence with a line of same S 35° W
136 ft. to a white oak & two chestnut oaks and
sassafras East 24 ft. to a hickory and ash in
said line & sugar thence with line of 28 acre tract
S 30° W 48 ft. to a locust elm & gum corner of said
tract of 28 acres thence leaving said line N 65° W 220
ft. to a red oak & two chestnut oaks near the top of
Waggoners Run N 35° E 112 ft. to a birch and
cucumber by Waggoners Run thence down with the
meanings of the same 215 poles to two pop
lars in said Run N 33° E 24 ft. to three gum trees
N 48° E 59 to two dogwoods & chestnut by a former
corner of Moyers Land & with line of the same S E 44
poles to a white oak by Waggoners Run former corner
S 72° W 100 poles to the Beginning

The other Tract contains 43 acres lying on the
west side of the South Branch between the Moyers
Lands & Hammers Land & is Bounded as follows viz
Beginning at a white oak in Hammers line thence with
the Moyers Tract of 48 acres S 85° W 58 ft. to a chestnut
near two locusts corner of same & in a line of 27 acres
tract thence with the same S 31° W 62 ft. to a red oak
on the bank of a run corner of said tract & corner of
28 acre tract thence with the latter S 32° W 119 ft.
to Adams Hammers line & with the same N. E. 117 ft.
to a white oak & white pine S 52° E 40 ft. to the two

Pierce et al

vs

In Chancery

Smith et al

Report No 4 of Sales by

Commissioner Hayden

Filed May 10th 1852.

Pursuant to the decree of the Circuit Court of Isle of Wight County, pronounced at its October Term 1847, in the case of Pierce et als vs Smith et als, the undersigned thereby appointed special commissioner for the sale of the Pendleton ^{Light and} Lands in the proceedings mentioned reports the following additional sales made since there reported in former Report No -

No 1-

To Solomon Henkle, on Sept 30th, 1831, 100 acres, bounded as in plat No 1 - herewith filed, for \$23.75, for which amount he with Bro C Henkle his security executed their Bond payable on Oct 1st 1831, marked No 1 & herewith filed -

No 2-

To Samuel Mullinix on same date 148 acres, bounded as in plat No 2 - herewith filed for \$28.12 for which amount he with Bro Roe as security executed their Bond payable on Oct 1st 1831 - marked No 2 & herewith filed -

No 3 -

To Philip Wimer on same date, 90 acres, bounded as in plat No 3, herewith filed, for \$17.10, for which amount he with Henry Simmons his security executed their Bond payable on Oct 1st, 1831, marked No 3, & herewith filed -

No 4

To John Sporange on 8th Oct, 1831, 361 acres, bounded as in plat No 4, herewith filed, for \$20, for which amount he with Emanuel Arbogast his security executed their Bond payable on 1st May 1832, marked No 5 & herewith filed -

No 5 -

To W^m (Alhoun, ^{& Emanuel, firm on} on Oct 9th 1831, 383 acres bounded as in plat No 5, herewith filed for \$45.48 for which amount they ~~with Emanuel Simmons~~ his security executed their Bond payable on Oct 10th 1831, marked No 5 & herewith filed -

No 6.

To Leonard Harper, on Oct-15th 1831, two tracts respectively of 200, acres, & 3, acres, bounded as in plat No 6, herewith filed for \$27.55, for which he & George Lambert as security executed their bond payable on Oct 15th 1831, marked No 6 & herewith filed

No 7.

To Adam Casul on Nov 5th 1831, 18 acres, bounded as in plat No 7 herewith filed for \$4.28 for which he & J F Johnson as security executed their Bond payable Dec 1st 1831, marked No 7 & herewith filed -

No 8 - To Mr Thompson, on Nov 12th 1831, 10 acres, bounded as
in plat No 8 - herewith filed for \$2.38 for which Jacob F. Johnson
son & George F. Johnson executed their Bond payable on Nov 13
1831, marked No 8 & herewith filed -

No 9 - To Adam Ledy & Mr Ayres on 14th Nov 1831, two tracts containing
211 acres bounded as in plat No 9, herewith filed for \$42.10
for which they executed their Bond payable on 1st March
1832, marked No 9 & herewith filed

All of which is respectfully submitted

Jan 1st 1852 -

Signed - C B Hayden

Plats from No 1 to 9 inclusive
accompanying Commissioner
Hayden's Report of Sales
No 4

The sums given himself 1807

Plat No 1 -
Solomon Heule
Certificate
100 ans

September 30th 1851 Surveyed for Solomon Henkle
100 acres of Land Situate in Pendleton County, on
the west side of the North Fork Mountain adjoining
his former Land on the East side It being
part of a Tract ^{30.860 acres} Originally Granted to Joseph
and Benjamin Chambers by Patent. The said
Granted acres is Bounded as follows viz. Begin-
ning at a chestnut oak on a hill side his former
corner and with his line S 27° E 220 p. to a red oak
his former corner South 40 p. to a white oak on a
ridge his former corner thence with Nelsons line
N 84½° E 20 p. to a spanish oak N 74° E 35 p. to a
spanish oak on a ridge in Lets line thence with
the same N 13° E 130 p. to two spanish oaks on
a ridge Lets corner N 7° E 14 p. to three haw bushes
in Lets line thence bearing the same S 68° W 34 p.
to a spanish oak and down said ridge S 63° W
34 p. to two hickories S 82° W 22 p. to a white oak
on said ridge N 88° W 30 p. ^{N 80° W 32 p. to two sugar} to two sugar N 74° W 14 p.
to two cherry trees N 41° W 34 p. to three chestnut oaks
N 11° W 26 p. to two chestnut oaks N 25° W 10 p. to a
sugar N 48½° W 39 p. to an iron wood and sugar
N 62° W 48 p. to a sugar on said ridge N 81° W 40 p.
to a white oak on a hill Nelsons corner of Hawbush Land
S 76° W 3 p. to a stump on a ridge in Henkles former
line S 75° E 74 p. to a white oak on a hill side S 65° E
40 p. to the Beginning

J. F. Johnson S.D.

²
Samuel Mullinix
certificat

148 acres

Plot No. 2 -

September 15th 1851 Surveyed for Samuel
Mullinix a tract of land containing 148 acres
situate in Pendleton county on the waters of Dry
Run of the North Fork adjoining his former land
on the East Side Being part of a Tract of
30.860 acres Originally Granted to Joseph
and Benjamin Chambers by Patent Bounded as
follows Beginning at a Spanish oak on the summit of
a hill former corner N 82° W 38 p. to two Spanish oak
bushes S 71° W 72 p. to a sugar West 21 p. to a Spanish
oak his own former corner and with his own line
N 31° E 240 p. to a Spanish oak and oak bush
on the N. Side of a ridge N 74° E 37 p. to an elm
in a run Division corner between him & Nelson
thence up with the meanderings of the said Run
S 44° E 119 p. to a line Run by Geo Colan-
thence with the same S 16° W 126 p. along the top
of the Mountain to a Spanish oak and bunch
of bushes thence S 69° W 52 poles to the Beginning

A. F. Johnson S. F. C.

Plat³-No-3-

Philip Wimer
enquirer

90 cents }

September 29th 1851 Surveyed for Philip Minor
a Tract of Land containing 90 acres Situate
in Shenandoah County Va on the west of Dry Run
adjoining his former Land on the East Side It
being part of a Tract of 30.860 acres Originally
Granted to Joseph & Benjamin Chambers and
Bounded as follows to wit: Beginning at a bunch
of Yewns Simmons corner & with his line S 75° E
40 p. to a red oak and chestnut in a rocky hollow
Simmons corner N 77° E 58 p. to the point of rocks
on the Top of the Mountain South 168 poles to a
pine bush & oaks corner S 5° E 12 p. to a bush
under the rocks S 38° W 22 p. to a chestnut oak
& red oak S 88° W 80 p. passing a corner to two larch
oaks West 35 p. to an iron wood N 71° W 10 p. to a
chestnut oak & maple N 59° E 100 p. with his
former line to two chestnut oaks N 17° W 150 poles
to the Beginning

A. F. Johnson S. F. C.

Plat No 4 -

John Spangler

certificates

361 ans

June 6, 1851th Surveyed for John Sponaugle 361 Acres
of land situate in the County of Pendleton
adjoining and between the lands of George Harper
David Maury & Co, Wm Simmons and his own
former lands, being part of a survey of 30,860
Acres Originally Granted to So. & Benjamin
Chambers by patent and Bounded as followeth
viz. Beginning at a Spanish Oak & Hickory
in a hollow his own & Harpers corner & with his own
lines N 42° E 80 ps. to three White Oaks S 51° E 30 ps
to a Sugar & White Oak N 42° W 22 ps. to two White
Oaks on the top of a ridge N 11° E 40 ps. to a hick
ory & Dogwood on a hill side N 48° W 20 ps to
a chestnut oak S 84° W 34 ps to a White Oak
& Locust Sapling N 9° W 16 ps to a Mahogany & Ches
nut Saplings on a hill side S 87° E 54 ps to two
Chestnut trees at the foot of a run S 34° E 36 ps to
a chestnut oak & Maple by a branch N 27° E 40
ps to a Black Oak & dogwood Saplings N 80° W 56
ps to a White Oak Sapling on side ling ground
N 32° E 90 ps crossing a Drain to a Chestnut Oak
on a hill side on a line of Wm Simmons and with
his lines N 65° W 216 ps to a hickory & chestnut Oak &
Spanish Oak on top of Simmons Mt. on a line of Maury &
Co. and with the same S 32° W 32 ps to three Chestnut Oaks
out of one root and pin. S 37° W 139 ps to two pines &
hickory Harolds corner and with his line S. 123 ps to two
pines on a shift of rocks S 24° E 11 ps to two pines Harpers
corner and with his lines N 75° E 94 ps to a Double pin on
a flat corner of same S 57° E 93 ps to The Beginning
Emanuel McGee

⁵
William Calhoun &
Emanuel Simmons

certificates
383 ans

Plat. No. 5-

Oct 10th 1831 Surveyed for William Calhoun
and Emanuel Simmons 383 acres of Land
situate in Pendleton County Va. On the Top
of North Fork Mountain head of Smiths Creek
adjoining said Simmons former Land and ~~land~~ ^{Quays}
Land being part of a tract of 30860 acres
originally granted to Joseph & Benjamin Chambers
and is Bounded as follows viz Beginning at
two pitch pines in the Big Low place of Rollmans
Mountain Thence S 31° W 120 p. to two pines
Hammers corner thence with their line S 40° W
55 p. to a pine on said Mountain thence S 38° W
360 p. to a pine E. Simmons corner thence
with his line N 52° W 50 p. to a hemlock N 9½° W
42 p. to a spanish oak on the brink of a hill
former corner thence up the Mountain S 40° E 52
p. to a spanish oak & bunch of birches near
the point of Panther Knot thence N 16° E 396 p.
passing a corner tree at 220 p. to a pine on
a cliff of rocks N 36° E 56 p. to a hemlock on
Quays line & with the same S 64° E 16 p. to a pine
Quays corner & with his line N 88° E 118 p. to two
hemlocks near a run thence a straight line to
the Beginning

J. H. Johnson S. F. C.

Plat No-5
Leonard Harper

Certificate

24
June 5 1832

Oct 16th 1851 Surveyed for Leonard Harper
90 Acres of Land situated in Fendleton County
Va. on the East Side of the North Fork above the
Mouth of Dry Run. said land being
part of a Tract of 30860 acres originally
Granted to Joseph and Benjamin Chambers one
of which Tracts contains 200 acres and is Boun-
ded as follows. Beginning at the North
Fork thence N 80° E 8 poles to a sugar on a hill
side N 20° E 62 p. to a chestnut oak and a Gum
Sugars corner on a ridge thence leaving two trees
S 27° E 38 p. to a large white oak S 2° W 36 p.
to a white oak on a high hill S 14° W 32 p. to two
chestnut oaks S 16° W 62 p. to a pine S 11° W 100 p.
to a pine South 56 poles to a pine S 27° W 156
p. to a pine N 61° W 100 p. to two spruce pines
at the Fork thence down & meandering the Fork
380 poles to the Beginning. The other Tract contains
3 acres Louis said Harper own Land and James
Mullinici Land is Bounded as follows. Begin-
ning at a spruce pine at the North Fork thence
S 57° E 10 p. to a sugar on a hill side S 44° W 88 p.
to a sugar former corner thence N 37½° E 87 p. with
the meanders of the Fork to the Beginning

J. F. Johnson S. D. C.

Recd No-1-

Adam. Casper

Plat No 5

~~2500 for area
note of Stewart
letter of Stewart 3-1880~~

William Thompson

Octr 25th 1850 Surveyed for Wm Thompson a
Tract of Land containing 10 acres Situate in Pendleton
Co Va on the east side of the North Fork adj his former
Land & Walker Land being part of a Tract of 30860
acres originally Granted to J. & Benjamin Chambers
by patent. Bounded as follows Beginning at a
chestnut oak on a ridge between Cassels & Walker corner
thence N 76¹/₂ E 22 p to three Spanish oaks a splings & sugar
552 E 42 p to a red oak on a hill side S 61 E 43 p to
two Spanish oaks a splings in the original line N 18 E
14 p to a chestnut oak 5th Thompsons former corner
thence with his line N 67 W 42 p to an ash tree his
former corner N 27 W 26 p to a pine his former corner
N 27 E 7 p to a red oak his own & Walker corner
thence with Walkers line N 65 W 14 p to two chestnut
oaks Walkers corner thence with his line S 69 W 50 p
to the Beginning

J. F. Johnson

Plat -
No. 9

Ludy & Ayres

Certificate

Two Tracts

271 acres

part of a Grant of
22,450 acres granted
to John & Benjamin
Chambers by Patent

October 10th 1851

Surveyed for Adam Ludy & William Ayres
Two hundred & seventy acres of land lying & being
in the County of Pendleton & on the East side of the
South Branch in Smoky Mts adjoining & Between the
lands of the said Ludy & James Boggs & bounded as
follows viz. Beginning at an Elm & Walnut on the
East Bank of the Branch N 71° W 64 ps to a dogwood Adam
Ludy's corner thence with S^r Ludy's line N 80° E 36 ps to a lym
& sugar by a former corner of same thence S 77° E 64 ps to a sugar on
a hill side corner of same thence N 36° E 152 ps to a double white oak
& sugar corner of same thence with S^r line S 48° E 14 ps to a white oak
at a ledge of rocks corner of same thence with S^r line N 42° E 84 ps
to a sugar & Elm under a ledge of rocks corner of same N 33° E 82 ps
to an Elm & lym on a hill side corner of same thence N 30° W 40 ps to
a white oak locust & ash on a ridge corner of same N 40° E 50 ps
to a chestnut oak on a hill side corner of same N 70° E 30 ps to
a red oak & sugar on a hill side corner of same S 12° E 40 ps to four lym
on a ridge corner of same S 77° E 80 ps to a chestnut oak & locust thence
leaving Ludy's line S 15° W 26 ps to two chestnut oaks on the Top of the
mountain S 45° W 22 ps to a black & chestnut oak on the Top of the m^t.
S 60° W 110 ps to a white oak & two Elms N 62° W 6 ps to a white oak &
pine Boggs' corner S 31° W 34 ps to a lym & ash on the side of the
mountain S 58° W 36 ps to two sugars & locust S 21° W 49 ps to a white
oak & hornwood saplings S 52° W 39 ps to two chestnut oaks & red
oak trees S 60° W 82 ps to a white oak & white pine on the side
of the mountain thence N 66° W 106 ps to Bec. also one
lot lying on the east bank of the S. Branch just above
the Hayler Bottom between Ludy's land & Lost Falls
containing one acre be the same more or less Bounded as
as follows viz. Beginning at a dogwood Adam Ludy's
corner thence down with the meanders of the River 9 poles
thence East 20 poles thence South to Ludy's line &
with the same to the Beginning

Geo. H. Lusk on S.

Pierce et als
vs In Chancery
Smith et als

Report No. 5 of Sales
by

Commissioner Hayden

Sold May 17th. 1882.

Seavoy & Co.

Pursuant to the decree of the Circuit Court of Isle of
Wight County, pronounced at its October Term 1847,
in the cause of Pierce et al vs Smith et al, the under-
signed thereby appointed special commissioner for the
sale of the Pendleton & Highland lands in the pro-
ceedings mentioned, reports the following additional
sales made since those reported in Report No. 4,

- No 1- To John Ayres 20 acres, bounded as in plat No 1, herewith
filed, sold on the 2^d of June 1831, for which the said pur-
chaser with Henry Vanmeter as surety executed their
Bond for \$18.29, payable on the 1st of October 1831, marked
No 1 & herewith filed
- No 2 To Henry Sudy & Eve Harman 5 $\frac{1}{2}$ acres bounded as in
plat No 2, herewith filed, sold on Nov 14th 1831, for which
the said purchasers executed their Bond for \$20.00
payable on March 1st 1832, marked No 2 & herewith filed -
- No 3 To Solomon Vanmeter 260. acres, bounded as in plat No 3,
herewith filed, sold on Nov 14th 1831, for which the said pur-
chaser with David Vanmeter & George Sheffman as sure-
ties executed their Bond for \$116.06 payable on 1st March
1832, marked No 3 & herewith filed
- No 4 - To Solomon Shirk & Adam Kumble 900 acres bounded
as in plat No 4, herewith filed, sold on Nov 14th 1831, for which
they executed their bond for \$25.65 - payable on 1st March
1832, marked No 4 & herewith filed -
- No 5 - To Isaac Teter on the 4th of December 1831, 245 acres, bound-
ed as in plat No 5 for \$25.00 for which he with J F Johnson
executed their Bond payable on 1st of May 1832, marked
No 5 & herewith filed -
- No 6 - To Solomon R Nelson on 6th of March, 1832, 109 acres, bound-
ed as in plat No 6, for \$12.00 for which he with John R
Nelson as surety executed their bond payable on May 1st
1832, marked No 6 & herewith filed

- No-7- To Samuel H Nelson 15 acres, bounded as in plat No-7, here-
with filed, for \$7.00, for which amt he with David Simmons
his surety executed their Bond payable on March 1st 1832
marked No 7 & herewith filed
- No-8- To Absalom H Nelson, 240⁺ acres for \$58.25, bounded as in
plat No 8, herewith filed, for which amt he with Allen H
Nelson his surety executed their Bond payable on May 1st 1832
with interest on \$40 from Oct 1st 1831. marked No 8 & herewith
filed
- No-9 To Enoch Teter on the 20th March 1832, 44 acres, bounded as
in plat No 9, herewith filed, for \$5.00 for which amt he with
Joseph Newman executed their Bond payable on May 1st
1832, marked No 9 & herewith filed
- No-10- To George A Phares, Robert Phares, & Joseph Mullinix on
the 22^d of March 1832, 703. acres, bounded as in plat
No-10, herewith filed for \$36.85, for which amount ~~George~~
A Phares, & Joseph Mullinix executed their Bond paya-
ble on May 1st 1832, marked No 10 & herewith filed
- No-11- To Elias & Job Gambert, on 22^d March 1832, 222 acres
bounded as in plat No-11 herewith filed for \$10.00, for
which amount they executed their Bond payable on
May 1st 1832, marked No 11 & herewith filed.
- No-12- To Mortimer Johnston on 23 of March 1832, containing
some 50 acres more or less bounded as in plat No 12
herewith filed for \$10.00 for which amt, he with
W^m Raines his surety executed their Bond payable
on May 1st 1832, marked No 12 & herewith filed.
- No-13- To Noah Hamman on April 15th 1832, 530 acres, bounded
as in plat No 13 herewith filed, for \$32.92 for which amount
he with Amby Harper his surety executed their Bond payable
on May 15th 1832, marked No 13 & herewith filed
- No-14- To George Huffman on same date, 400 acres, bounded as in plat
No 14, herewith filed, for \$28.50, for which amount he with
David Vanmeter executed their Bond payable on May 15th
1832, marked No 14, & herewith filed.
- No-15- To Amby Harper on same date 880 acres, bounded as in plat No 15
herewith filed, for \$28.50, for which amt he with S F Johnson
his surety executed their Bond payable on May 15th 1832 - marked
No 15, & herewith filed
- No-16- To Job Nelson, on April 17th 1832, 45 acres, bounded as in plat
No 16 herewith filed, for \$10.69, for which amount he with S F
Johnson his surety executed their Bond payable on May 1st 1832
marked No 16 & herewith filed.
- No-17- To Jason Full on 18th April, 1832, 20 acres, bounded as in plat
No 17, herewith filed, for \$23.75 for which amt, he with George
Full his surety, executed their Bond payable on 15th May 1832,
marked No 17 & herewith filed.
- No-18- To Adam Kimble on April 27th 1832, 26 acres, bounded as in
plat No-18, herewith filed, for \$6.50, for which amt he with John
Adam Kimble his surety executed their Bond payable on 15th May
1832, marked No-18, & herewith filed.
- No-19- To Phoebe Hyatt on same date 270 acres, bounded as in plat No-19,
herewith filed for \$106.84, ^{in part} of which amt, she with Lefe Vanmeter her
surety executed their Bond payable on 15th May 1832, marked
No 19 & herewith filed for \$45.00. (Bal due on Jan 1st 1834)
- No-20- To Jacob Full on same date 32 acres bounded as in plat No 20,
herewith filed for \$7.60, for which amt he with S F Johnson, his surety
executed their Bond payable 15th May, 1832. marked No 20, & here
with filed.
- No-21- To Cyrus Hopkins on April 27th 1832, 200 acres bounded as in plat
No 21, herewith filed for \$6.00 for which amt ^{he with} S F Johnson his
surety, executed their Bond payable on 15th May 1832, marked
No 21, & herewith filed.
- No-22- To John A, & Alfred Kimble, on April 28th 1832, 403 acres, bounded
as in plat No 22, herewith filed for \$45.00 for which amount
they executed their Bond payable on May 15th 1832, marked No 22
& herewith filed.
- No-23- To W^m Raines on same date about 4¹/₂ acres, bounded as in plat
No 23, herewith filed, for \$2.00. ^{in which he paid in cash}
& which I have given to Joseph Herring in his capacity
All of which is respectfully submitted
May 14th 1832- Signed C. B. Hayden

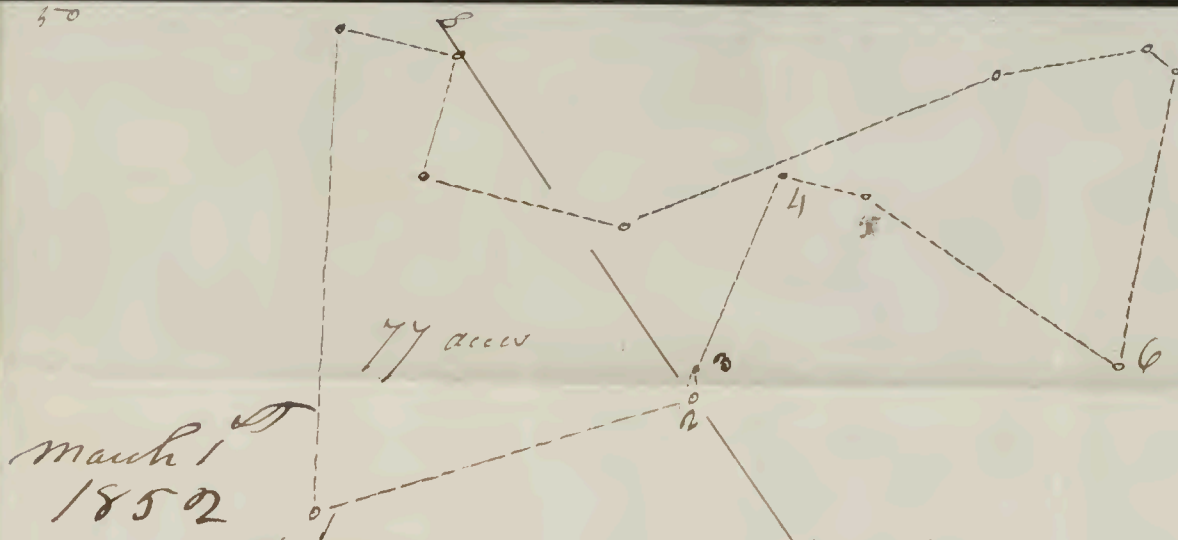
Plats from No 1 to 23 in=
clusive accompanying
Commissioner Hayden's
Report of Sales No-5

Jim Ayres
Lat 77 acres
Fendleton County

~~22750~~

part of a tract of
22750 acs granted
to L. P. & R. J. Chambers

Plat. Not.



March 1
1852

~~Surveyed for John Ayres seventy seven~~
 acres of land in Pendleton County lying in the East Side of
 the South Branch of Bear Mountain, adjoining and between
 the lands of George Lacy and George Full. ~~Beginning at a~~
~~white oak tree on the N. E. corner of the same~~
~~to a white oak tree on the N. E. corner of the same~~
~~to a white oak tree on the N. E. corner of the same~~
 Bounded as
 follows. Beginning at a Sugar and Lyrus in the head of a
 hollow. Lacy's corner thence with his line N 73° W 134 p. to a pine
 corner. Lacy's thence with his line S 40° W 8 p. to a maple &
 chestnut sapling former corner of same S 57° W 56 p. to two Lyrus
 & Sugar on a rocky ridge corner of the same N 40° W 23 p. to a
 Sugar on a hill side corner of the same N 22° W 80 p. passing
 Lacy's corner to a white pine and Spruce on a ridge S 44° W
 79 p. to two Spruce pines & chestnut oak on a hill side S 19° E
 9 p. to a pine and white oak on a ridge Full's corner thence with
 said Full's line S 66° E 40 p. crossing a run to an ash and Sugar
 by a road by a corner of same thence with said line S 78° E 106
 p. to four chestnut oaks on a ridge corner of the same S 42° E
 52 p. to two Lyrus in a hollow corner of the same S 50° W 33 p.
 with said line to a white oak & pine on a hill side in said
 line thence leaving same S 44° E 39 p. to a Lyrus & black oak
 in the head of a hollow N 36° E 128 p. to the Beginning

Scale 30 poles per inch

Variance 1° 35' E

Saml. F. Johnson, S. F. C.

2
Henry Judy and
Eve Harman
Certificate
56 ans

Ref-No 2

March 26th, 1852 Surveyed for Henry Lucy &
Eva Harman a Tract of Land containing 56 acres
Situate in Pendleton County Va. on the East side
of the South Branch in the Smoky holes adjoining
said Lucys former Land on the East side
Being part of a Tract of 22.750 acres
Originally Granted to Jo. & Benjamin Chambers
by Patent Bounded as follows Beginning at
two white oaks on a ridge corner of their 48
acre Tract thence with the same S 18° E 58 p.
to a walnut on a hill side corner of same
N 58° E 26 p. to an ash in a hollow former corner
of the same N 14° W 50 p. to a chestnut oak and
pine on a ridge former corner of the same N 35° E
58 p. crossing a hollow to a chestnut oak on a
hill side former corner of the same S 80° E 50
p. to a walnut on a hill side former corner of
same N 19° E 39 p. crossing a valley to a
white oak on a hill side corner of the same
N 32° W 40 p. to two chestnut oaks N 11° E 27 p.
to their former line of 20 acre tract thence with
the same S 62° E 40 p. to a chestnut oak and
sucker by a road corner of the same S 65° E
16 p. to a walnut & red oak on a ridge S 31° W
154 p. to three lymus in a hollow S 3° W 24
p. to a pine on the side of a hill S 34° W 50 p.
to a sugar & lymus in the head of a hollow N 73° W
104 p. to a pine on a hill side in a line of their
Cemell Land thence with the same N 40° E 14 p.
to a chestnut oak on a hill side corner of said
Land & with the same N 10° E 20 p. to a sugar
& chestnut oak sapling on a high bank of the
Branch corner of same N 88° E 62 p. to the Beginning

J. H. Johnson S. C.

70
Solomon Annet's
Certificate
940 ans

part of 22.730 ans
Granted to J^d & Benj
Owen by Patent

Pat- No-3-

May 1857 Surveyed for Solomon Vanmeter nine
 hundred & sixty acres of land. Situate in the county of
 Pendleton on the West side of the South Branch in survey
 holes adjoining the lands of Geo. Hull on the East and
 the Blicherden land on the North and bounded as
 follows viz: Beginning at a sugar & chestnut oak
 Geo. Hulls corner & with his line N 33° E 97 yds to a double chest-
 nut oak & Geo. Hulls corner thence with the same N 67° E 143 yds
 to two pines Hulls corner on the Blicherden line & with the same
 N 65° W 88 yds to two white oaks & with the same N 30° W 80 yds to
 two white oaks on side ling ground & with same N 10° E 36 yds to
 a walnut & white oak on a ridge & with same N 56° E 78 yds
 through the field to a locust & dogwood growth in a hollow &
 with same N 72° E 28 yds to a chestnut oak & with same N 56° E 28
 yds to a chestnut tree & with same S 82° E 20 yds to two hickories
 & with same S 63° E 20 yds to a white oak & with same N 80° E 24
 yds to a maple at a branch & with same N 10° E 32 yds crossing
 said Branch to three chestnut oaks. Thence leaving the Blicher-
 den line N 55° W 306 yds to four chestnut oaks on the Top of the
 North Fork Mountain. Thence up the Top of said Mountain
 S 38° W 256 yds to two pines on the Top of said Mountain. Thence
 with the Top of the Mountain S 17° W 110 yds to three small pines on
 the Top of the Mountain. Thence up the Mountain S 24° W 86 yds
 to a pine on the Top of the Mountain. Thence S 22½° W 121 yds to a
 double chestnut oak. Thence crossing the Top of the Mountain
 S 81° W 40 yds to two chestnut oaks on the point of a ridge
 Thence S 17° W 42 yds to two Birch trees near the Peterson Spring
 Thence S 5½° W 35 yds to a white oak on a flat Thence S 43° W 30 yds
 to a white & chestnut oak on the West side of the Mountain
 Thence S 55° E 67 yds crossing to the East side of the Mountain to three
 pines by a path. Thence N 67° E 300 yds to the Beginning

Geo. H. L. Husen SS.

Sol. Shivers & Jno. Kimbly

~~terrapin~~

say some good
inclusion of prior claims

part of a tract of
22.750 acs originally
granted to Sol &
Benj. Chambers by
Patent.

Ref. No 4 -

Oct 1, 1851

Surveyed for Lot. Shirk & Adam Kimple
Nineteen hundred & ninety seven acres of land
situate in Pendleton County on the West side of
the South Branch in Snodgrass notes, adjoining the
lands of Geo. Shirk on the south & the county of Harney
on the North and Bounded as Follows:

Beginning at two chestnut oaks on the Top of the N.
Mountain Geo. Shirk's corner with his line S 55° E 270 ps
to two dogwoods & chestnut oak. Geo. Shirk's corner on the
Shirk line N 18° E 20 ps to two chestnut oaks & a pine there
with Widow Shirk's line N 70° E 258 ps. To two white
oaks Shirk's & Nations corner, here Nations has a tract
of land ~~lying~~ which is included in this survey & must be
excepted in the deed. The No of acres mentioned above incl
=udes this tract thence S 69° E 54 ps to two white oaks near
the long run S 8° E 60 ps crossing a R. run to two white pines
on a hill side S 12° W 130 ps. To two white oaks in a field
thence with John Vanmeter's line S 42° W 29 ps to three chest
=nut oaks S 48° W 44 ps. To a pine S 12° W 18 ps. To two
pines S 30° W 80 ps to two pines S 41° W 27 ps to a white
hickory in feather bed lane corner of the old Polson
=cumber land. Thence with Adam Kimple's line S 47½°
E 15 ps. To an elm in the gap S 35° W 14 ps. To a large chest
=nut oak in a hollow S 74° W 36 ps to a leaning chestnut
oak on the side of the ridge S 40° W 26 ps. To three chestnut
trees S 6° W 40 ps to a black walnut S 57° W 32 ps. To two
pines on the point of the ridge N 65° W 21 ps to a white oak
Kimple's division corner thence leaving Kimple's line
S 11° W 32 ps to Jacob Fules corner on cedar point & with
his line S 23° E 59 ps to a leaning Sycamore at the river
Fules corner thence with a line of his 15 acre tract N 71° E 14
ps to a sycamore & black oak on a hill side N 86° E 60
ps. To a white pine N 47° E 85 ps. To a walnut & oak by the
river Jacob Fules corner N 18° E 50 ps to a lye run corner
of Judy's mill survey N 73° W 80 ps. N 47° E 256 ps

to a large Sugar Indigo corner N 80° E 100 pds
to a large Black oak S 23° W 50 pds to two
hickories on the Bank of the river. Thence with
the lines of Indigo 72 acre tract N 20° E 155 pds
to a Black & Hickory sapling on the East side
of the mountain S 74° E 60 pds down the mount-
ain to two poplars. Thence with a line of Indigo's
9 acre tract N 40° E 15 pds to a hickory by the
river. Thence down the river N 14° E 36 pds to a red
oak & hickory by the river N 57° E 730 pds to a
sycamore by the river at the County line then
with the County line N 54° W 714 to a pine on
the top of the mountain. Thence S 45° W 522
pds to Beginning. except prior claims inclu-
ded viz the Lope Hutton Land &c the quantity of
acres unknown.

Geo. H. Johnson D.S.

Oct 23, 1851 Surveyed for Isaac Teter
a Tract of Land containing 245 acres Situated
in Pendleton County W^{va} on the head waters of
Smiths Creek the Top of the North Fork Mountain
adjoining his Father Horse Mountain Land
being part of a Tract of 30860 acres originally
Granted to Col. Benjamin Chambers and is
Bounded as follows in Beginning at a pitch
pole then S 37° W 65 p. to two hemlocks on
the cleft of rocks and with the rocks S 66° W
20 p. to a bunch of round wood & spruce on the
rocks S 38° W 152 p. to a chestnut on his for-
mer line East 72 poles to a red oak near a spring
his former corner thence with his line S 9° W 52 p.
to two chestnuts S 35° E 56 p. to three red oaks
on a ridge S 15° W 120 p. to a maple and
red oak S 30° E 20 p. to a chestnut N 7° E 24 p.
to a crooked chestnut oak S 70° E 126 p. to two
& pine poles at the Forks of a branch Quays
corner thence N 5° W 430 poles to the Beginning

J. H. Johnson J.P.

Plat- No. 6

8

Solomon K Nelson

Certificates

109 acres

part of 30.860

acres originally gran

tied to L & B

Chambers by Patent.

March the 14th 1852

Surveyed for S^r H. Nelson 109 acres of
land in Pendleton County on the East side of
the North Fork Between the Five Lick run and the
Moyer Lick run and bounded as follows to wit
Beginning at a cucumber in the gap
fuddy corner and running thence S 80° E 21 poles
to a Locust & Maple at a point of Rocks Henkle's
corner thence with said line S 65° E 17 poles to two
Elms by the Run former corner thence S 60° E 14 poles
to a sugar on the bank of the same in the gap thence
S 48½° E 16 poles to a large Spanish oak in said
gap thence S 71° E 8 poles to the forks of said Laurel
& Moyer Lick run thence S 4° E 136 poles to three
walnut saplings on a high spur of the
river knob thence S 55° E 20 poles to a chestnut
oak by a former corner thence with J^r Walkers
30 A. tract S 50° W 100 poles to a Spruce & sugar
in the five lick gap Walkers & Nelsons corner
thence with Nelsons line N 25° W 100 poles to the
Five Lick Rocks thence N 8½° E 156 poles with said
Rocks - - - - - to the Beginning

J. F. Johnson S. P. C.

Plot - No. 7 -

Samuel E. Nelson
cut up

15 aug

August 14th 1851 Surveyed for Samuel H. Nelson 15 Acres of land
situate in the County of Pendleton on the west side of the river hill
adjoining the lands of Solomon Hedrick being part of a survey of
22750 Acres Originally Granted to Jos^t & Benjamin Chambers
by patent & Bounded as followeth viz. Beginning at the point of rock
in the Gap Original corner of the Chambers survey thence with a
line of the same N 70° W 25 p^s to Hedricks line & with the same N 30
E 70 p^s to three Chestnut Oaks on a steep Hill side Hedricks corner N 5° W
24 p^s to three Chestnut Oaks on a ridge Hedricks corner S 67° E 40 p^s to
the top of the river Knob thence with said top S 30° W 91 p^s to the
Beginning Emanuel Wozast

Absalom H Nelson

certificate

5 Tracts contain
ing in all 740 $\frac{1}{2}$ acres

Plat-No 8-

October 10th 1851 Surveyed for Absalom H Nelson
five Tracts of Land Situate in Pendleton County Va
on the west of Dry Run of the N. Fork being parts
of a large Tract of 30,860 acres originally Granted to
Col Benjamin Chambers by Patent The 1st of said
five Tracts contains 575 acres lying on the west
side of N. Fork Mountain South of Moser Creek Ridge
adjoining his Hawbush Lands and Bounded as follows
his Beginning at a pine on Moser Creek Ridge near the
top of the N. Fork Mountain thence with Lambert line
S 82° W 346 p. to a high point of rocks on S. Ridge
Lambert corner S 48° W 40 p. to a white oak on S. Ridge
his corner of Hawbush Land thence with line of the
S 87° E 44 p. to a red oak N 83° E 22 p. to a red
oak S 35° W 46 p. to a chestnut oak and chestnut S 25°
E 26 p. to a locust & chestnut S 70° E 48 p. to a red oak
& sugar at a drain S 39° E 44 p. to two cucumbers
S 60° E 56 p. to an elm S 80° W 58 p. to a white oak
South 60 p. to an iron wood & chestnut oak N 57° W
24 p. to a spanish oak and two iron woods S 19° W
20 p. to a beech N 48° W 32 p. to a lynn near a
drain N 81° W 52 p. to a sugar on Colaw Ridge in
his former line thence leaving his line & up the top
of said ridge S 62° E 48 p. to an iron wood & sugar
S 48° E 39 p. to a sugar S 25° E 10 p. to two chestnut
oaks S 11° E 26 p. to three chestnut oaks S 41° E
34 p. to two cherry trees S 74° E 14 p. to two sugar
trees S 80° E 32 p. to a sugar tree S 88° E 38 p. to
a white oak on S. Ridge N 82° E 22 p. to two
hickories N 63° E 34 p. to a spanish oak N 68° E 34
p. to three hawbushes in Peter line. thence with
Peter line N 7° E 38 p. to a white maple and chest
nut. Peter corner East 14 p. to a chestnut in Peter
line N 38° E 152 p. to a bunch of round wood
saplings on the rocks N 4° E 182 p. to a birch on

on a ridge N 67° W 28 p. to the Beginning 2, nd tract contains 1½ an. adjoining & between Lin Hawk bush land & Vanderender. Bounded as follows viz.

Beginning at a pine on a ridge corner of the Hawk bush land thence with a line of same S 69° E 28 p. to a white oak former corner of same thence N 55° E 20 p. with Hawk bush line to Lambert line thence with Lambert line S 88½° W 42 p. to the Beginning 3, rd tract contains some 15 an. to the same near or less is lying on both sides of the road leading from Dry Run to Mr. Vanderender and is Bounded on the North by the line of Henry & Mr. Vanderender on the West, by the line of Books pointing down at the Dry Run road from the Top of the Deer Hill, and the line of Amos Lacy, on the South by the same Nelsons Hawk bush line & on the east by the same Nelsons & Vanderender line 4th tract Louis said Nelsons Home place on the East side & extends to the Top of the Mountain contains 146 an. & is Bounded as follows viz. Beginning at a white oak & Spanish oaks along the Green Knob former corner S 18° W 110 p. crossing three hollows and ridges to a chestnut oak on a flat N 86° W 52 p. to a Spanish oak S 27° W 33 p. to a chestnut and chestnut oak Mullins' corner thence with his line S 7° W 53 p. to an elm by a Run in a line thence up & measuring said Run S 44° E 119 p. to a line on the Mt. Run by Geo Colaw & with the same N 16° E 270 p. along the Top of the Mountain to a pine N 36° E 56 p. to a hemlock on the Top of the Mountain on Lacy's line & with the same N 64° W 84 p. to a Spanish oak Lacy & Lacy corner N 59° W 20 p. with Lacy line thence S 7° E 85 p. to the Beginning 5th & last tract contains 3 an. ^{ridge} Louis Lacy land is at, on, or near the Morris & Bounded as follows viz. Beginning

at two Spanish former corner N 82° W 30 p. to a white oak S 84½° E 20 p. to a Spanish oak N 74° E 35 p. to a Spanish oak on Lacy line & with it S 13° W 50 p. to the same N 18° W 39 p. to the Beginning

J. H. Johnson D.C.

575.
1.1/2
15.
146-
3
140

9
Enoch Letor
Cerapheae
44 ans

Plat. No. 9-

March 20, th 1852 Surveyed for Enock Peter
44 acres of Land in Pendleton County V. lying
on the North Fork Mountain east of & adjoining
his home place being part of a Survey.
30860 acres legally granted to J. P. & Benjamin
Chambers by Patent Bounded as follows viz.
Beginning at two chestnut oaks on the east side of
the Mt. in the original line thence with Bennets
line S 65° W 50 p. to a chestnut his former corner thence
with his line N 40° W 70 p. to a white oak his former
corner & Bennets thence with Bennets line S 75° W
78 p. to two chestnut oaks on the west side of the
Mt. his corner Bennets corner thence with his own line
of Camell tract N 60° E 114 poles to the top of the
Tom Bennet ridge same course continued 131 p.
to the east line of the Chambers Survey thence with
the same S 19° W 142 poles to the Beginning except
25 acres belonging to the said Enock Peter which is
to be carved out of this conveyance

J. F. Luskon J. P.

to two red oaks & May cherry on the top of the Mt. 80
 Glas Lembert corner thence with his line S 59° E 140
 p. to a white pine & hemlock on a high point of rocks
 at the N.E. corner of the pole where the berry patch
 thence N 41° E 346 p. to a large snag hollow to the
 Beginning

A. F. Thomsen S. F. C.

¹⁰
 George A. Thomsen & Co
 Certificate
 703 acres

Plat - No - 10 -

March 22nd, 1852 Surveyed for George A
Phares Robert Phares and Joseph Mullinix a
Tract of Land containing 703 acres Situate on
the N. Hill Mountain in the County of Tondleton
adjoining the lands of Solomon Teter Philip Teter
Geo. A & Robert Phares and Jos. & Elias Lambert
it being part of a Tract of 30.860 acres originally
granted to Jos. Benjamin Chambers Bounded as
following. Beginning at a white oak & Locust
on a hill side below a spring thence N 50° W 74 p
to two white oaks on a hill side S 75° W 70 p to
a sugar on the Top of said Mountain Original
corner of the Chambers Survey thence with Solomon
Teter line N 32° W 170 p to a white oak on a
hill side Solomon Teter corner thence with his
line S 22° W 114 p crossing several hollows to a
sugar tree on a ridge corner of the same S 58° W
18 p to a chestnut corner of the same S 44° W
78 p to a sugar on a hill side corner of the same
N 42° W 22 p with said line to two white walnut
saplings on a rich hill side corner of the same
S 66° W 100 p to a chestnut & chestnut oak on a flat
ridge in the forks of a run corner of the same
thence with Philip Teter line West 46 p crossing
a run to several firs on a hill side S Phelps Cor-
ner N 40° W 90 p to two red oaks corner of the same
in Robert Phares line thence with the same S 50° W
54 p to two Sugars & iron wood Geo. A Phares Corner
thence with his line S 40° W 80 p to an iron wood & Sugar
on a ridge Jos. Lambert corner thence with said Lambert
line S 39° E 120 p to a sugar on Moser line ridge Jos.
& Elias Lambert corner thence with Elias line N 83° E 54 p
to a Spanish oak & sugar on s^d ridge S. E. 81 p to two
red oaks on s^d Ridge corner of same East 74 p

Plat No. 11

¹¹
Elias & J. L. Lambert
Certificates
222 ans

March 22^d, 1852. Surveyed for Elias & Job.
Lambert 222 acres of Land in Pendleton County
situate on the North Fork Mountain including
the 1/2 mile whittleberry patch adjoining the lands
of Elias Lambert Nelson and Loten being part
of a Tract of 30.860 acres originally granted to
Saml^r Benjamin Chambers by Patent Bounded
as follows viz Beginning at a hemlock & white
pine on a high point of rocks at the N.E. corner of
the 1/2 mile whittleberry patch thence N 59° W 140 p
to two red oaks & the cherry near the Top of the
Mountain thence west 74 p to two red oaks
on Moser Creek adjoining former line thence with the same
S.E. 22 p to a red oak & pine his former corner thence
with Nelsons line S 67° E 28 p to a birch Nelsons
corner S 4° N 182 p to a bunch of round wood sap
lings on the rocks Nelsons and Loten corner thence
with Loten line N 66° E 20 p to two hemlocks on
a cleft of rocks N 37° E 65 p to a Scotch pine
Loten corner thence with Loten open line S 5° E 233
p to the Beginning

J. F. Knudson S. C.

Plot
No 12

12

Mortimer Johnson

Cockfield

50 acres

February 19th 1852 Surveyed for Mortimer
Shuston a Tract of Land ^{in Township 65 N. R. 11 E.} Situate on the River Knob
above Philip Tetens Gap on the East Side of the North
Fork adjoining the Lands of Robert Harris and Philip
Teter. It being part of a Tract of 30,800 acres
Granted to G. D. Benjamin by Patent containing
some 50 acres be the same more or less & Bounded
as follows in Beginning at Robert Harris corner
on the River Knob in or near Isaac Tetens line
thence with Robert Harris line N 68° W 80 down
the River Hill to a sugar on a bank of rocks
near the Fork said Harris corner thence down
with the meanders of the North Fork 174 poles
to three sycamores and an ash on the east bank of
the Fork Harris corner thence with Harris line S 68° E
16 poles to an iron wood Bopp's corner thence with
the Meanderings of Philip Tetens line & Isaac
Tetens to the Beginning so as to include all
the unsold portion of the said Knob.

Saml. H. Shuston, S. C.

Plat- No-13-

Noah Herman
Certificate
550 and

April 14th, 1852 Surveyed for Noah Herman
 a tract of land containing 550 acres Situate in
 Fendleton County Va. On the East side of the N.
 Mountain adjoining his Briggs Land on the west
 side being part of a tract of 22750 acres Granted
 to Joseph and Benjamin Chambers by Patent said
 550 acres is Bounded as follows viz Beginning at a
 pine and red oak on the side of a hill his own & Dyers
 corner thence with his own line N 19° E 113 p. to a
 chestnut oak chestnut hickory walnut & black oak
 his former corner thence with his line N 35° E 110 p.
 to a pine and chestnut oak his former corner N 68° E
 72 p. to two chestnuts his own & Harpers corner thence
 leaving his line N 43½° E 43 p. crossing a run to two
 chestnut oaks N 12° E 83 p. to three chestnuts on a
 ridge N 63½° W ~~248~~ 248 p. to two chestnut oaks amongs
 some rocks same course continued 64 poles to a large
 white pine on the top of the N. Mountain S 18° E 40 p.
 to a gum & two white oaks Solomon Harman's corner thence
 with his line S 26° W 120 p. to a pine and red oak
 on the top of the said Mountain corner of the same
 S 17° W 138 p. to two black oaks and chestnut oak by
 the road said Solomon & Jonas Harman's corner thence
 with Jonas Harman's line S 48° E 18 p. to a pine and
 chestnut oak said Jonas Harman's corner thence with
 his line S 15° W 52 p. to two chestnut trees in said
 line thence leaving the same S 51° E 148 p. to a
 chestnut oak & two pine saplings by a drain S 36½° E
 40 p. to the Beginning

J. F. Johnson N.C.

Plat No 14

George Hoffman
Certified
400 acres

April 15th 1852 Surveyed for George Huffman
400 acres more or less Situated on the eastern of
Briggs Run East side of the N. Mountain at the
Pretty Bridge adjoining his former land being part
of a Tract of 22750 acres Originally Granted to
Joseph and Benjamin Chambers by Patent Borne and
as follows viz Beginning at in the Chambers line
at or near Briggs Run Run by Harper corner
thence with said Harper line N 63 $\frac{1}{2}$ ° W 308 poles
passing a pine chestnut oak & locust by a run marked
as a corner tree to nine chestnut oaks & two pines at
the foot of the N. Mountain Harper corner thence
N 12° E 116 p. to three pines on a ridge N 31° E 190 p.
to a chestnut oak & two pines on a ridge N 40° E 96
to two chestnut oaks S 82 $\frac{1}{2}$ ° E 20 p. to a chestnut
oak near a cabin & corner to his Pretty Bridge
Tract of land thence with the several lines of the
same enclosing his said Tract to two spruce
pines in a Gap on a point of rocks the Beginning
corner of his said Tract thence having said
line S 76° E 20 p. crossing Briggs Run & passing
a poplar & chestnut marked as a corner tree to
the Chambers line thence with the same
to the Beginning

J. F. Johnson J. F.

Plat. No 15 -

Amby Harper
Certificate
880 ant.

April 15th 1852 Surveyed for Amby Harper
880 acres of land in Tenableton County Va. lying
on the East side of the N. Mountain adjoining and
between the Briggs place & George Hoffmanns land
being part of a tract of 22,750 acres originally
granted to Joseph and Benjamin Chambers by
Patent Bounded as follows viz. Beginning at two
chestnut oaks on the side of the Mountain in Harman
line thence with the same S 63 $\frac{1}{2}$ ° E 248 p. to three
chestnuts on a flat ridge Harman corner S 12° W 83
p. to two chestnut oaks Harman corner ~~Harman corner~~
S 43 $\frac{1}{2}$ ° W 43 p. to two chestnut trees corner of the same
in the Chambers line thence with the same N 66° E
156 p. to two pines on a hill side Chambers corner
thence with three of the Chambers line N 34° E 138
p. to a hickory and sugar by Blind Lick East 52 p.
down a run to a sugar & walnut N 26° E 254 p. with
said Chambers line thence N 63 $\frac{1}{2}$ ° W 308 p. passing
a pine chestnut oak & locust by a run marked as
a corner turn to nine chestnut oaks & two pines at
the foot of the Mountain S 44 $\frac{1}{2}$ ° W 400 p. to
the Beginning

J. F. Johnson S. T. C.

Plat - No - 14 -

At Nelson
certified to
45 ac

April 8, th 1852 Surveyed for Job Nelson 45 aers
of land in Penacolon County lying on the River front
E. of the N Fork adjoining his Lambert Land It being
part of a tract of 308 60 aers granted to Joseph
& Benjamin Chambers by Patent Bounded as
follows viz Beginning at two chestnut oaks at a
cleft of rocks thence S 60 E 46 p. to two chestnut
oaks & pine on a hill side near his own line S 10 W 20 p.
to a white oak on the bank of a Run his former corner
thence with his line S 56 E 30 p. to three chestnut oak
saplings on a bank. Since Nelsons corner S 10 W 24 p.
to several cypresses by a run corner of his Lambert
Land thence with a line of the same S 67 W 58 p. to
three chestnut oaks on a knob corner of the same
N. 63 W 74 p. to a pine on a high point of rocks
N 40 1/2 E 95 p. to the Beginning

J. L. Johnson S. P. C.

Plat-No-17-

~~George Full~~
Geo. Full

George Full
certified to
70 acres

part of a tract of
22.750 acres originally
Granted to Col. O. B. C.
Chambers. by Patent

75
May 25, 1857 Surveyed for Geo. Full seventy acres of land
situate in Pendleton County on the West side of the South
Branch in Smoky holes adjoining his own Jacob Fulls &
the Blichenden land and Bounded as follows. Viz.

Beginning at two sugar saplings his own Jacob
Fulls corner thence with Jacob Fulls line N 8° W 47 pds to a hickory
& locust on the old original Blichenden line Jacob Fulls corner
thence with Blichenden line reversed S 42° W 96 pds to two white oaks
& chestnut oak Blichenden's corner with same N 65° W 23 pds
to two pines near a point of rocks thence leaving the Blichenden line
S 67° W 43 pds to a double chestnut oak thence S 33° W 97 pds to a
sugar & chestnut oak thence S 44° E 4 pds to a chestnut oak on a
line of his 230 acre tract thence with his former line reversed
N 33° E 99 pds to two chestnut oaks & pine thence S 63° E 46 pds
to a young sugar his former ^{corner} thence with his former line S 48° E 48
pds to a double sugar Jacob Fulls corner thence with Jacob Fulls
line N 23° E 46 pds to two chestnut oaks on a rocky ridge thence
with the same S 62° E 38 pds to a double pine oak thence with same
N 30° E 46 pds to a sugar & white oak ~~on the Blichenden line~~ Jacob
Fulls corner thence N 40° E 40 pds to the Beg.

Geo. H. Hanson D.S.

Plat No-18-

Adam Kimble of Samuel
certificates

26 acres

part of a tract of 22700
acres Granted to Sol Benjamin
-min Chautier by Patent

Adam Kimble
Certificate

75

May 30 1857 Surveyed for Adam Kinble Twenty six
Acres of Land situate in the County of Pendleton on the
West side of the South Branch in Smoky holes adjoining
the Blechender land and bounded as follows Beginning
at a hickory at the mouth of Feather bed lane Blechenders cor
thence S 47 1/2 E 15 pds To an Elm in the Gap at the point of some
rocks thence S 35 W 74 pds To a large chestnut oak in a
hollow. Thence S 74 W 36 pds To a leaning chestnut oak on
the side of the ridge S 40 W 26 pds To three chestnut trees S 6 W
40 pds To a Black Walnut on the top of the ridge. Thence S 57
W 32 pds To two pines on the point of the ridge N 65 W 21 pds To
a white oak Point's division corner on the Blechender line
thence with the same N 35 E 35 pds To two chestnut trees North
26 pds To a white oak on a hill side N 27 E 20 pds To a white
oak N 30 E 26 pds To a red & white oak on a hill side N 79
E 20 pds To a poplar tree S 69 E 27 To a poplar at the foot
of a hill N 18 E 5 pds To the Beg.

Geo H Johnson Dd

Plat. No. 49 -

Phoebe Wyatt
~~John Van Hook~~
Certificate

270 acres

part of a tract of 22750 ac
Granted to Jos & Benjamin
Chambers by Patent

Phoebe Wyatt

May 26th 1857 Surveyed for ~~James Vanmeter~~ two
hundred & seventy acres of land. Situate in Pendleton County
on the West side of the South Branch in Smoky holes adjoining
& between the Blichencus & Shirts land and bounded as
follows Viz. - Beginning at a hickory in a gap by a
^{spring} Blichencus corner thence N 41° E 27 ps to two pines against
the end of mine hill. Thence N 30° E 80 ps to two pines. Thence
N 12° E 78 ps to a pine thence N 48° E 44 ps to three chestnut
oaks at the lower end of mine hill. Thence N 42° W 29 ps to
two white oaks in a flat Shirts corner & with shirts lines N 40°
W 98 ps to a clog wood & white oak in a hollow & with same
N 30° E 70 ps crossing the point of a ridge to a sugar & walnut
saplings in a drain & with same N 87° W 52 ps to a gum &
sugar near Shirts field by a crib & with same S 35° W 20 ps
to two chestnut trees near the top of a ridge and with same
West 52 ps to two pines on a hill side & with same S 9° E
100 ps crossing a branch to three pines on a ridge & with
same S 57° W 68 ps to two white oak saplings in Shirts field
& with same South 26 ps to three chestnut oaks. Thence
leaving Shirts line S 37° W 22 ps to a white oak on Sol.
Vanneters line & with same reversed S 55° E 48 ps to three
chestnut oaks Blichencus corner & with his lines reversed
N 34° E 60 ps to a clog wood & with same N 68° E 60 ps
to a maple & with same N 47° E 103 ps to two white oaks in
a flat & with same S 10° E 153 ps to Beg.

Geo. F. Johnson D.

Jacob Hull
certified

32 acres

Part of a Tract of 22750
acres Granted to Col Benjamin
min Chambers by Patent

Pct. No. 20 -

Jacob Hulls

May 27th, 1857 Surveyed for Isaac Full Thirty
two acres of land, Situate in the County of Pendleton
on the West side of the South Branch in what is called
the smoky holes And Bounded as Follow. Viz. —

Beginning at a poplar at the mouth of a drain
below the poplar orchard Thence N 19° W 54 p^{ts} to a
red & white oak on the Blichenden and with the
same S 20° W 78 p^{ts} to two sugar saplings on said line
pro. Fulls corner Thence N 8° W 47 p^{ts} to a locust and
hickory on the old original Blichenden line by a
path Thence N 42° E 77 p^{ts} with the Blichenden
line to a white oak Thence S 66° E 42 p^{ts} to a large
cedar on the Top of cedar point or Kings cutting Thence
S 23° E 59 p^{ts} to a leaning sycamore at the river
near a corner of his former survey Thence S 82° W 63
p^{ts} to the Beginning

Geo. H. Johnson D.S.

Plat - No - 21 -

Cyrus Hopkins
rectified
200 acres

Aprth 14th 1852 Surveyed per Cyrus Hopkins
a Tract of Land containing 200 acres lying in
Penateles County Vt. on the East side of the N. Mountain
adjoining the lands of Noah Harman Matthew Dyer
his own Land & Hollingsworths being part of a Tract
of 22750 originally Granted to Joseph & Benjamin
Chambers. By Patent said 200 acres is Bounded as follows
Beginning at two chestnut trees on the East side of said
Mountain in Jonas Harman line thence with Noah Harman
line S 51 E 148 p. to a chestnut oak & two pine sap
lings said Noahs corner thence with his line S 36 E 40
p. to a pine & red oak the Original Chambers corner
thence with the Original line West 22 p. to two pines
the Chambers corner S 20 W 174 p. to two pines corner
of the same in Hollingsworths line & with the same
N 71 W poles to Jonas Harmans corner thence
with Jonas Harmans line to the Beginning

A. H. Johnson J. H.

403 ans

Benjamin

~~Benjamin~~

Benjamin & John A. Peimble

Benjamin & John A. Peimble
certificates

403 ans

part of a tract of 22750
ans granted to
Benjamin Chambers by
Patent

Map No. 22 -

Alfred and John A Kimble

Surveyed for ~~Geo. S. H. E.~~ a tract of land
containing four hundred & three acres more
or less Situate in the County of Pendleton on the
West side of the S Branch in Smoky hills
adjoining the Widow Shirts on the East and
Bounded as follows Viz: Beginning
at four Chestnut oaks on the Top of the D. Fork
Mountain Sol. Vanmeter's corner, N 43° E 85 p^{ts};
to a Chestnut oak sapling on the East side of the
Top of the Mountain N 35° W 22 p^{ts}; to two pines on the
Top of S. Mountain N 35° E 102 p^{ts}; to a white oak on the
Top of the Mountain N 25° E 24 p^{ts}; to two Chestnut oaks
on the Top of the Mountain Below the Smoky Path
S 55° E 270 p^{ts}; down the mountain to a Chest-
nut oak & two dog woods in Shurt's line Thence
S 18° W 23 p^{ts}; to a Chestnut oak & dog wood Shurt's
corner on Sol. Vanmeter's line Thence with Sol's line
N 55° W 300 p^{ts} to the Beginning

April 1st 1852

Geo H Johnson D.S.

William Bain

certificate

45 acres

^{40 1/2}
exclusive of - Bopp

Land

Act No 23 -

February 19th 1852 Surveyed for Wm. Hains
Some forty five acres of land in Pendleton County
lying on the East side of the North Fork just above
Circleville adjoining the lands of Philip Teter Philip
Thomas & James Boggs It being part of a tract of
30,860 acres Originally Granted to Geo. & Benjamin
Chambers by Patent. Bounded as follows viz Begin
ning at three chestnut culls on the top of a high Knob
Philip Thomas corner thence with his line N 21 E 66 p.
to a water beech in a line thence with Wesley Henders
line N 49 W 38 p. Down the Run to a beech in the gap
by the road Boggs corner thence with his line N 42 W
47 p. to a spruce & cypress near the Fork corner of the
same thence up with the meanders of the North Fork
149 poles to three Sycamores & an ash at the River
near the upper end of Wines field thence S 68 E 16 p.
to an iron wood Boggs corner thence with the various
meanders of Philip Teter lines and Philip Thomas'
to the Beginning & so to include all the undotted
portion of the Knob between the Run in Philip Tetes
Gap and the Run in the Circleville Gap except
40 $\frac{1}{2}$ acres included in the above Boundary belonging
to James Boggs to be reserved out of this conveyance.

A. H. Hudson S. T. C.

June 22nd, 1864 Surveyed for Aaron Boggs
a tract of land containing some 200 acres
be the same more or less Situate in the County
of Pendleton & State of Va On the East Side of
the North Fork just above the Mouth of Seneca
bounded on the west side by the North Fork or
Boggs line on the North by the lines of William
Ates and said Boggs town lines, on the East
by the lines of Sampson Day John D Harper Phelps
Sampson & Solomon Hedrick & on the South by the lines
of Saml B. Nelson and Moses Harper to include
all the Smith Land between the said North Fork
and ~~and~~ the lines above described it being
part of a tract of ~~Granted to~~
Joseph & Benjamin Chambers by Patent

Jacob H. Johnson N.C.

Rice et al }
as
Smith - }

Refut No-1- of
C B Hayden commis-
sioners of Sale -
Filed Oct 19th 1834

==
Octo. 19. 1834 filed
==

Pierce }
Smith }

Report 80th of additional sale of land made
under decree in this cause of 1st term 184, ~~by~~ ^{from}
Mispinner C B Hayden since the date of his last report -
June 22nd 1834, sold to Aaron Boggs, a tract of land
containing Two Hundred Acres, bounded as described
in Surveyor's plat No 1. herewith filed, for the sum
of Ten dollars & Ten cents which was paid in cash
& included in the report of Receiver this day return-
ed. For which tract the undersigned executed &
delivered a deed to the said purchaser bearing
date July 20th, 1834 -

Signed C. B. Hayden

Oct - 19th 1834 -

Peirce. &c.

v 3-

Smith

Commissioner's Report of
Sale in part.

and

Bond of W. W. Peirce.

Octo: Court 1821 3 returned
Filed.

Pursuant to a decree of the Circuit Sup^r Court of law & chancery for the County of Isle of Wight, in a cause therein depending, in which Thomas Pince, M. M. Pince & Margaret Pince are complainants, & Thomas Smith & Ann Maria his wife & others are defendants - the undersigned commissioners, appointed for the purpose of making sale of the lands and interests of the said Thomas Smith & Ann Maria his wife, which were conveyed by a deed of trust from said Thomas Smith & wife to W. R. Mason, and which deed is made an exhibit in the suit aforesaid, have in part carried into effect the said decree, and by leave to report accordingly:

The tracts of land described in the deed of trust aforesaid, from Smith & wife to Mason, by the names of Millville / including the Mill, store-house & adjacent premises / & Maringo had been conveyed by said Thomas Smith to Geo: Fitzhugh & W. R. Mason & William Cotton, by deeds of a date prior to the deed aforesaid, from said Smith & wife to W. R. Mason (all of which deeds have been duly recorded in the Clerk's Office of King George County previous to the making of the last mentioned deed / for the purpose of securing the payment of a debt due by said Smith to John A. Blackford which debt, with the security of the deeds of trust therefor, was assigned by said Blackford to Joseph B. Ficklin, who subsequently assigned

the same to Wentworth W. Peirce; and also for the purpose of securing a debt due by said Smith to the Farmers Bank of Va at Fredericksburg, managed by S. L. S. Brown & W. J. Mason, to neither of which deeds however, was the said Ann Maria Smith a party. Subsequently to the rendering of the decree appointing the undersigned commissioners for the purposes aforesaid, the said W. W. Peirce, assigned as aforesaid, required the said Geo. Fitzhugh & W. J. Mason trustees in the deeds conveying the Millville & Marongo tracts of land as aforesaid, to sell the same for the purpose of satisfying the debt secured on said tracts of land and assigned to him as already stated. And at the same time, the said S. L. S. Brown & W. J. Mason, the endorsers of the said Thomas Smith, as already stated, required the deeds of trust on said tracts of land for their benefit & protection, to be enforced; and the said tracts of land called Millville & Marongo, were accordingly advertised by the said trustees to be sold on the 7th day of July 1842, for cash, in pursuance of the provisions of the deeds of trust aforesaid: And on the same day, the undersigned commissioners, under the decree aforesaid, proceeded in person to execute the same, having given the notice thereby required, by uniting with the trustees in the deeds of trusts aforesaid, in the sale of the said tracts of land called Millville & Marongo, believing that such a course would be infinitely

better for the interests of those for whom the undersigned acted, than a sale of the interest in said land, which remained to them to dispose of, separate & distinct from the sale to be made by the trustees in the deeds of trust aforesaid. Accordingly, on the 7th day of July, 1842, the said tracts of land called Millville and Marongo were exposed to sale in separate parcels, by the said George Fitzhugh & W. J. Mason acting as trustees in the deeds of trust aforesaid, and by the said Taylor & W. J. Mason acting as commissioners, under the decree above referred to: the intent and object of the joint sale being, to obtain for each tract, the best price, by creating in the purchaser or purchasers thereof, a full and complete title, free from the donor right of the said Ann Maria Smith therein: - the money arising from such sale, to be applied, first, to the expenses thereof - secondly, to the debts due as aforesaid, to Peirce ap'ee & to the Farmers Bank; and the balance to be received by the undersigned commissioners, or one of them by them for said balance, as required by said decree, payable in 12 months from the day of sale, to wit, the 7th July 1842.

The estate called Millville was sold to Thos. B. Babin for the sum of \$1551.00

The estate called Marongo was sold to W. W. Peirce for the sum of \$3001.00

Am't of sales carried over \$4552.00

Gross amt of sales brought in. \$4552.00

From which deduct expenses of sale
as charged by the trustees; to wit:-

Cash paid for advertising \$20.00

Cash paid commission 10.00

Comm on amt of sales. 227.60 - 257.60

Which leaves the net sum of \$4294.40

Out of which sum of \$4294.40 -

the trustees paid as follows;

To W. W. Peice his debt & int \$2286.25

& exp of advertising in Jan. 1843

To Farmers Bank debt & discount 1085.36 - 3371.61

Which leaves the sum of \$922.79;

to be received by the undersigned Commissioners
& for which they have taken the bond of the
said W. W. Peice, which is herewith returned

to Court subject to its future order. The Comrs. have written
on a deed the Trustees conveying to Thomas B. B. Baker the Fairville tract purchased by them
in a deed to confirm their act. All which is respectfully reported.

W. W. Peice
Treasurer

Commissioner.

Memorandum - Statement of debt due W. W. Peice referred to above.

Debt.

\$2000.

Int on \$1500 part thereof from 1. June 1840
to 7. July 1843. 3 yrs. 1 mo. 7 days.

279.25

Paid for Bill of ads in Jan. 1843. settlement
with E. N. Ficklin.

7.
\$228.6.25

Debt to Farmers Bank of Va at Fredericksburg \$1000.

Sundry Discounts paid by W. R. Mason

8536

W. R. Mason?
J. Taylor. J. Amos

158536

At a Circuit Superior Court of Law and Chancery held for the County of
Isle of Wight on the 17th day of May, 1844 —

Thomas N Pince, Wentworth N. Pince and Margaret Pince

Plffs.

Against

Thomas Smith, Ann Mariah Smith (wife of Tho^s. Smith)
George Wilson, Wm Thomas Goodwin, William Smith, William
Bell, James M Smith, Wiley R. Mason, A. T. C. Ketch, J. H. & H.
Smith late partners, Tho^s. O. Flint and H. Hills jr. under the
Style of Thomas O. Flint & Co. and Lewis Turner and the said
Thomas O. Flint partners under the Style of Turner & Flint
John Withers

Defts.

Plff.

Against

Thomas Smith, Ann M. Smith, John Thomas Goodwin
James Smith, Caleb Smith, Thomas Smith jr. Mary M.
Smith, Littleton Smith & Ann Mariah Smith the last
five infants, George Wilson and Gray Canoe —

Defts.

On motion of the plaintiffs in the first cause it is ordered that the said two causes
be heard together, and that the decree pronounced in the cause of Withers vs Smith
(being designated as the second cause) at the last term of this Court be set aside,
and now the said two causes come on this day to be heard together. In the 1st
cause, the defendant A. T. C. Ketch who is not of the County and against whom
the plaintiffs have proceeded in the mode prescribed by law against absent
defendants still failing to appear and answer the original & amended
Bills filed in this cause, on motion of the plaintiffs by their counsel
the Court doth take the said Bill for confessed as to that defendant —
and the said Bills having been filed and the service of the Subpoena
acknowledged by the defendants J. H. Smith and Henry Smith (comprising
the late firm of J. H. & H. Smith) Thomas O. Flint of the firm of Thomas O.
Flint & Co. for himself and his partner Henry Hills jr. comprising the
said firm, and as surviving partner of the late firm of Turner & Flint
composed of himself and Lewis Turner, who is dead and as to
whom the said is hereby abated, and they still failing to appear
and answer, On like motion the Court doth take the Bill for confessed
as to the said last named defendants, and the said cause coming on
again to be heard this day on the papers formerly read therein, on the
answer of the defendant W. R. Mason to the original Bill now filed
by leave of the Court, — And in the cause of Withers vs Smith the
death of the defendant Gray Canoe is suggested and he having
no further interest in the suit it is ordered to abate as to him

and to stand dismissed - And the said cause now coming on to be again heard on the papers formerly read therein, and both of the said causes thus coming on to be heard were argued by counsel on consideration whereof the Court in the said two causes doth adjudge, order and decree that the Commissioners of this Court take an account of the demands of the plaintiffs in the first cause, and of all the other creditors of the defendant Thomas Smith secured by the deed of Trust mentioned and referred to in the Bill of the plaintiffs in the said cause who may choose to come in and prove their claims before the Commissioners, upon the usual terms of agreeing to contribute to the expenses of the said suit, such liberty being reserved to said creditors by this decree, and that the said Commissioners ascertain and report to the Court the value of the property conveyed by the defendant Thomas Smith to the defendants Mrs Thomas Goodwin and James M Smith as trustees of his wife by deed of March 1st 1842 referred to in the proceedings, at the date of said conveyance, and what has become of said property, by whom the same is now held And also the value of all the Real Estate conveyed by the defendants Thomas Smith and wife by the several deeds in the proceedings mentioned filed as exhibits with the Bill of the plaintiffs in the 1st cause, and that said Commissioners also ascertain and report the absolute value of the down and fee simple interest of the defendant Ann Mariak Smith in the lands conveyed by the said deed, and that he also ascertain the amount of the debts due the defendant Smith assigned by the said Smith to the defendant M. R. Mason, distinguishing the separate debts from the desperate, and that he ascertain state and report such other matters and accounts as any of the parties in the said cause may deem material and require to be stated, And in the cause of Pierce Vothers vs Smith Vothers herein designated as the first cause, the Court doth further adjudge, order and decree that the sale made by M. R. Mason and Lazurus Taylor as commissioners under the decree heretofore rendered in said cause of the Millview and Maringo tracts as shown in their Report of sale heretofore returned to Court be confirmed, and that the conveyances by the said Commissioners to the purchasers thereof be also

confirmed, and the said Commissioners are hereby authorized and required to complete the execution of the decree rendered in this cause at the last May term by selling the remainder of the Real Estate of the defendant Thomas Smith Authorized to be sold by the said decree on the terms therein mentioned and make report to the Court - And the Court doth hereby authorize Lazurus Taylor the Attorney of the plaintiffs to receive and collect the debts due to the said Thomas Smith and assigned by him in his deed of March 1st 1842 to M. R. Mason, and to deposit to the credit of the cause the amounts received by him after deducting the expenses and charges for collection in the Office of the Farmers Bank of Virginia at Norfolk, and make report to the Court of the amounts so collected and deposited by him.

A. Copy

Teste

J. P. Mills D.C.

Amount collected under the above decree -

1845
July 4. Payable received of Robt Johnson on account of
Interest on his Bond. remitted me through B.S.
Johnson by draft on New York. \$230.00
Memo: Interest due from 1st January 1842 to 1st January 1845 - \$300.
B. S. offset allowed by Mrs Smith to Robt Johnson for his
share of estate of John Smith debt (subscribed by Robt
Mason & Co.) \$50.00
Robt Johnson with me from Charleston July 1st 1845 in
payment of his debt to me the amount claimed &
remitted me only \$230 which is sufficient to pay
the amount due the balance due on interest up to 1st January
1845 will be \$20.00 7 1/4 per cent premium
Portals 0.35 Com 11.50
Balance reported in Farmers Bank as per
Receipt for the same - July 1st 1845. J. P. Mills

	0.57
230.00	57
11.85	
<u>\$218.72</u>	

Office of Finance South of Virginia
August 5 1845.

Received of Eugene Taylor Receiver appointed by the author
deputy the sum of five hundred and eighteen dollars and ^{seventy}
~~seven~~ cents deposited by him to the credit of the sum of Pierce's
in South's return in relation to the said deuce.

1218.72

(W. H. Chamberlain)
Coy

Pierce's return

to
Smith

Receipt of W. H. Chamberlain
Receiver of Finance South
to 1218.72 deposited by
Eugene Taylor Receiver

Thomas H. Pierce bal:

(C) ^{Wm} Copy Deuce

Thomas Smith bal:

For Lawrence Taylor bal:

Commissaries

Ed.

\$ 31 $\frac{33}{100}$

Office Norfolk Savings Instn

Jan^y 12th 1854

Llewellyn Taylor esq has this day deposited in this Bank to the Credit
of the Suit of Pierce vs Smith's Adm^r in the Circuit Court of Isle of Wight
County the sum of Thirty one $\frac{33}{100}$ Dollars subject to the further order
of said Court in said cause.

Wm. V. Taylor
Ap^t. Cash^r.

Perin

no. 3 cutf. of deposit

Smith

Octo. 18. 1864 filed

Duplicate. Received of Fazeville Taylor five
hundred eighty five dollars my share of
distribution fund in suit of Penna vs
Smith at October term 1852 after deductions
has for -

Worcester August 15. 1853

Thos. N. Perce

1853

Pearce

to

Smith

Receipt of Thomas
Pearce for
\$58.50

distribution to
Oct 1853

duplicate

Filed by T. Fay for

Octo. 19. 1853.

Suit of Pierce v. — Office of Norfolk Savings Instn —
^{vs.}
Smith's adm^r v. c.

July 22. 1854

in Circuit Court of Isle of Wight County:

Tatavell Taylor Receiver, has this day deposited in this Bank
to the credit of the above cause the sum of Three hundred and
eighteen $\frac{26}{100}$ Dollars, subject to the further order of said Court

Wm. V. Taylor

Jr. Cashier

Giro
w & certificate
Smith

of deposit July
22^d 1854.

Filed Oct. Term 1854

Alb. N. & S. Savings Institution

May 14 1859

Ernest Taylor Esq has this day deposited to the credit of Supt Pierce
vs Smith's Adm. & Court of Isle of Right County the sum of One hundred & fifteen Dollars
Subject to the order of said Court under the rules of this Office — deposited by him as Receiver
Richd MacE

J. A. C. E.

Series 1.-

in: 2^d City.

Smith 1.

Entf. of deposit in
Norfolk Savings Inst.
filed by J. Fay Com. in
May 16. 1853.

Perce & } Distribution of Fund in the said
 Smith's admⁿ & } under decree October term 1852.

By Fagewell Taylor Receiver -

1852

Oct 29. By this sum on deposit in the Norfolk Savings Institution distributed by said decree - \$2618.77.

Distributed thus:

To Fagewell Taylor Receiver -	\$129.67. ✓
" Abt Hayden Commissioner	349.84. ✓
" W & T. R. Perce	1300. - ✓
" Wells & Dickson	47. 30
" Benj ^d H. Chapman, Exor of.	
Hensh ^d Chapman dec ^d }	245.50
" Sampson White	26.25 ✓
" Wm C. Adams	61.60 ✓
" Isaac Coper Ex ^r J. Holliman	1.50 ✓
" Willis Wilson	7.60 ✓
" Albert Clarke	22.80 ✓
" A. Atkinson Ex ^r J. Holliman	2.40 ✓
" Thomas & Adams	99.40
" Thomas H. Bost	33.10 ✓
" John G. Mason	4.25
" Kenyon College	287.56 ✓
	<u>\$2618.77</u>

Received Oct 29. 1852 as Attorney for the Creditors whose names follow. of the debts due them by the Estate of Thomas Smith deceased. amount in the debt of Perce & Smith admⁿ & the sums decreed to be paid them as above by me as

Receiver - viz -
 To W & T. R. Perce - thirteen hundred dollars -
 " Wells & Dickson - forty seven ²⁰/₁₀₀ dollars.
 " Benj^d H. Chapman Ex^r of two hundred forty five ⁵⁰/₁₀₀ dollars.
 " Hensh^d Chapman
 " Sampson White - twenty six ²⁵/₁₀₀ dollars.
 " Wm C. Adams - sixty one ⁶⁰/₁₀₀ dollars.
 " Isaac Coper Ex^r of J. Holliman one dollar & 50 cents.
 " Willis Wilson seven ⁶⁰/₁₀₀ dollars.
 " Albert Clarke - twenty two ⁸⁰/₁₀₀ dollars.
 " A. Atkinson Ex^r of J. Holliman two ⁴⁰/₁₀₀ dollars.
 " Thomas & Adams - ninety nine ⁴⁰/₁₀₀ dollars.
 " Thomas H. Bost thirty three ¹⁰/₁₀₀ dollars.
 " John G. Mason four ²⁵/₁₀₀ dollars.
 Fagewell Taylor.

Renee

Smithson

His subscription unpaid
Expense Oct term 1852

May 16. 1853 failed by

J. Taylor

Dubuque, Iowa. Nov. 12. 1852-

Dear Sir;

Yours of Oct 30th via Mass. is received informing me that in the suit of Pearce vs Smith there has been a distribution of Funds, & that there is a balance due me of \$32.33. I am again much obliged to you for the efficiency & success with which you have managed that crooked affair. Please deduct enough to pay for exchange on N.Y. and for your trouble; & send me a draft for the balance, by mail, at my risk, directed to this place. I will immediately return you my receipt for \$32.33. I sold out in Mass. last Spring, and am here in the Land & Land Warrant business, with Clark & Bissell. Clark was born in the same neighborhood with me. Col. M. Cook of Norfolk, has done some Land Warrant business with him. I am very well satisfied with my business prospects here. Will you inform me whether Dr. B. Southall Jr, Sampson White & Joseph B. Whitehead of Smithfield are still living.

Yours very truly
Albert Clark

1852

Albert Clarke

Dec 22. 1852

Clark on Union
Bank N York

2. 1851 from
J. B. Clark
for \$32 12 cents of

Ingenue Taylor
sentenced by term to
order of Albert

Clark. Term of
Ingenue. in Iowa
waived by me this
day in a letter to
her address.

Westwood of Todd

deid ~~£50~~ - One dollar & Fifty cents, to Willis Wilson
 £ 7.50/100 - to Albert Clarke [£]22.80 - to A. A. Keaton Genl
 Jas Chalmers deid [£]2.40. to Thomas. Adams [£]99.40
 to Tho H Bolts [£]33.10, to Mrs Y. Maron, [£]4.25, to
 the Trustees of the Theological Seminary of the
 Protestant Episcopal Church of the Diocese of Ohio
 otherwise styled Kenyon College the sum of ~~£~~
 287.56 make report of his proceedings under this
 decree to court -

Rice etc
 2
 for this is due to
 et al

Rough decree

Oct Term 1832

We affirm to this decree

for we are finding the
 same to be in the

£ 13 14 and 15 for
 Kenyon College

To be entered

£ 13 14 and 15

for Kenyon College

Perce

Smith's Account - Oct - Term 1832 -

Statement {R R} to accompany decem of this term
distributing amt on deposit in Suffolk Savings Institution
as shown by Report of Tazewell Taylor Receiver
returned in this cause at this term -

By amount on deposit to credit of cause
as shown by certificate of Cashier - \$2618.77
~~the decem~~

Comms of T. Taylor Receiver 5 per cent on
\$2593.56 129.67

C B Hayden's Statement of expenses
as herewith filed 349.84 479.57

Balance for distribution among Creditors 2139.26
who have proved their claims in this suit -

viz

No. 1 - Mrs T M Perce	1300.00
" 2 - Mills & Dickson	47.30
" 3 - Hena H Chapman's Recs	245.50
" 4 - Samp White	26.25
" 5 - Wm C Adams	61.60
" 6 - Josiah Holliman's Recs -	1.50
" 7 - Willis Wilson	7.50
" 8 - Albert Clarke	22.80
" 9 - Jas Chalmer's Recs	2.40
" 10 - Thomas Adams	99.40
" 11 - Tho H Bolts	33.10
" 12 - Geo G Mason	4.25
" 13 - Kenyon College -	287.56 - \$2139.26

Errors Excepted

Tazewell Taylor Receiver

C B Hayden Atty for Kenyon College

Pineas St
Smith's School

Statement {R R} ac:
company in favor of
Oct Term 1882
Distributing Fund -

Filed with decree
of Octo. Term 1882

Peice n

vs

Sonetti a Tom de

{ Isle of Abasco - Grantmont -
October term 1852 -

Received of our Attorney Jazewell Taylor in full of
our distributive shares of the fund in said suit - decrees
tous at October term 1852 the sums prefixed to our
respective names. his fees being included in said amounts
received for and deducted in Settlement vs - 10 per cent common

1. Wells & Dickson - forty seven dollars & 30 cents -

Wells & Dickson

2. Sampson White - twenty six dollars & 25 cents -

S. White

3. Wm C. Adams - sixty one dollars & 60 cents -

Wm C Adams

4. Isaac Cooper Esq Josiah Holliman - One dollar & 50 cents - Isaac Cooper -

5. Keller Wilson - Seven dollars & 60 cents -

W Wilson

6. A. Atkinson Esq Sachselman - Two dollars & 40 cents. Sep. 30 Oct.

A. Atkinson

Pease

or
Smith

Decr 1812

Receipts for payments

to Pease

Nov 2^d 1852. Received of Tazewell Taylor, Receiver
in the cause of Peirce vs Smith's Admrs. the ~~Three~~ Hundred
& Forty Nine dollars & Eighty Four Cents, due C B Hayden
& Two Hundred & Eighty Seven dollars & Fifty Six cents
due Kenyon College, under decree in said cause of Oct
Term 1852-

C. B. Hayden

Peru

W. S.
Smith

receipt of the B
Hayden for money
deposited Oct term
1852

$$\begin{array}{r} 349.84 \\ 287.56 \\ \hline \$637.40 \end{array}$$

Nov 2. 1852

#32 33

Received of Jasperwell Taylor Esq
thirty two dollars thirty three cents
in full for my share of distributive
Fund for Oct. Terms 1851 & 1852 in
Searce vs Smith.

Dubuque. Iowa, Dec. 8. 1852.

Albert-Clark

Pence }
x South }

about 1852. 2nd
H 32. 33

1852

Perce re

v

Smith; admn re

Isle of Wight - Ancient Court.

Received of my Attorney Fawcett Taylor
Twenty nine dollars & 79 cents. being my share of
fund distributed in the suit as styled above. at Octo-
ber term 1852. after deducting his Commissions -
Frederickburg. Oct 30. 1852.

F. A. Taylor

Series 3.

Thomas M.

1852. Oct -

Reed Thomas H

But in his share

of final distrib

of Oct 1852

1852

#29 22

Norfolk Nov 2. 1852. Received from Engewell Taylor
Attorney two hundred twenty dollars & 95 cents
being amount of distributive share of Ken-
neth Chapman's Exors in suit of Perine v Smith under
decree of Sale of Wight Circuit Court Octr term
1852. after deductions his Commission of 10 per cent.
this received by us for myself and Hardy Chap-
man as Exors Kenneth Chapman decd.
Amount of share. 245⁵⁰
off 10 per cent.

$$\begin{array}{r} 24.55 \\ \underline{4220.95} \\ 220.95 \end{array}$$
 Very A. Chapman
& Hardy Chapman Exors
of F. H. Chapman

1852

Paine }
Smith }

Hena K Chapman's
Exon \$220 95

pt Dec 2. 1852.

Peirce

Smith's admn de

De of Wight - Circuit Court -

Received of my attorney Fagerwell Jay for
five hundred eighty five dollars being balance of
my half of the ten hundred dollars deemed in said
cause to be due to F. Peirce October term 1852 after settle-
ing his commissions - Warsaw N.C. October 30 1852.

#585-

Walter W. Peirce

Perce

v s. -

Smith

Receipt of W. L. Smith to
W. Perce - his share
October 1852.

1585-
Oct 21 1852

~~Sept~~ Aug: 1832- Received of N P Young Clerk of the Circuit
Court of Sole of Wight, the following Bonds returned
with Commissioner Hayden's Report of Sales Nos. 3, 4, & 5
in the case of Peice et al vs Smith's Admrs et al -
Bond of Andrew & Adam & C P Coatsworth for \$25. due
Oct 1st 1831- of George & Nicholas Wimer for \$15.03 due
same date - of Andrew & Solomon Harold for \$104.30 due
same date - of Jonathan Abogant & Cain Wimer for 42.68
due same date - of Andrew & Solomon Fleisher for 61.75
due same date - of Daniel Maury, Adam & Balsa Hammer
for \$237.30 due Oct 1st /31- of George & Solomon Harper for 117.42
due same date - of James & John W Mullins for 25.40 due same
date - of Jacob & John G Newman for 13.25 - due same date -
of Mrs Calhorn & Jacob Sim for 14.00 due same date - of Job
Puffenbeger & Jonathan Abogant for 11.97 due same date
of Daniel Miles Harold for 3.14 - of same date - of Mrs &
George Mullins for 52.58 due same date - of Peter Simmons
& Henry Simmons for 38.00 due same date - of Mrs & Nicholas
Sponangle for 6.27 - due same date - of Adam & Samuel
Hammer for 20.81 - due same date - of Henry & Peter Simmons
for 75.01 - due same date - of W^m & George Simmons for 74.22 due
same date - of Emmanuel Abogant & I T Johnson for 4.08 due
same date - of Solomon Harman & I T Johnson for 19.00 - due same
date - of Levi Harper & Joel Harman for 30.00. due same
date - of Joel Harman & George Harman for 41.00 - due same
date - of Mrs & Harper & Simon Harper for 38.00 - due same
date - of Philip Harper & I T Johnson for 10.00 - due same date -
of Wm Harman & I bay for 5.00 due same date - of Sampson
bay & Joshua bay for 15.00 - due same date - of Isaac Harman
& Joel Harman for 19.00 due same date - of Philip Harper & Mrs
Moral for 18.53 - due same date - of Michael Mours & Adam
Cary for 85.50 - due same date - of Solomon Hedrick & Andrew
Villy for 16.63 - due same date - of Aaron Bagges & I T Johnson for 71.25
due same date - of Mours Harper & Jas S Rene for 15.00 due same date
of W^m Sites & Thos Thumt for 4.00 due same date -

of Adam Can & Reuben Vanmeter for 90.25 due same date -
of James Bible & I F Johnson for 30.00 - due same date - of Jones
& George Miller for 124.37 - due same date - of Geo. George & Eli
Harmon for 69.00 - due same date - of Mrs E Wilson & W McCoy
for 50.83 due same date - of Cain & Henry Moyer & Solomon
Moyer for 74.00 due same date - of Solomon & Mrs C Clarke
for 23.75 due same date - of Samuel Mullins & Mrs Roe
for 28.12 - due same date - of Philip Wimer & Henry Simmons
for 17.10 - of Mrs Sponangle & Emanuel Seboant for 20. due
x May 1st/52. of Wm Calhoun & Emanuel Simmons for 45.48
due Oct 10th/52. of Leonard Harper & George Lambert for 27.55
due Oct 15th/52. of Adam Caple ^{& I F Johnson} for 4.28 - due Dec 1st/52 -
of Mrs Chapman Jacob F & George Johnson for 2.38, due
Nov 13th/52. of Adam Ledy & Wm Ayres for 42.60 due
March 1st/52. of Mrs Ayres & Henry Vanmeter for 18.29 due
Oct 1st/52. of Henry Ledy & Eve Harmon for 20.00 due
March 1st/52. of Solomon & David Vanmeter & George
Huffman for 116.06. due March 1st/52. of Solomon Shirk
& ~~Adam~~ ^{Mrs} Kimble for 25.65 - due same date - of Isaac Teter &
I F Johnson for 25.00 - due May 1st/52. of Solomon & Mrs R. Nel-
son for 12.00 - due same date - of Samuel R. Nelson & David
Simmons for 7.00 - due March 1st/52. of A. H. Nelson & Allen
H. Nelson, for 58.25 payable on May 1st/52. with interest on
40.00 from Oct 1st/52. of Enoch Teter & Joseph Merrens for 5.00
due May 1st/52. of George A. Phares & Joseph Mullins for
36.86, due same date - of Elias & Job Lambert for 10.00 due
same date. Martin Johnston & Wm Rains for 10.00 due
same date of Noah Harmon & Amby Harper for 32.92 due
May 15/52. of George Huffman & David Vanmeter for 28.50
due same date - of Amby Harper & I F Johnson for 28.50
due same date - of Job Nelson & same for 10.69 due May 15th/52
of Jason & George Fall for 23.75 due May 15th/52. of Adam
& Mrs Adam Kimble for 6.50 due same date - of Phoebe & wife
Vanmeter for 45.00 due same date - of Jacob Fall & I F Johnson
for 7.60 - due same date - of Cyrus Hopkins & I F Johnson

for 6.00 due same date - of Mrs A. & Alfred Kimble for 45.00 due
same date - Tagewell, Taylor

Secord v. Rect. of T. Taylor,
3 acres, for burial
delivered to him in 1852.
Smith v. Secord of May 1852.

August 2nd 1852 filed

In the Circuit Court of Isle of Wight County.

Wentworth W. Peirce & others

Pltffs.

vs

J. I. Jackson admor Thomas Smith & others. Dfs —

The undersigned Receiver in the cause entitled as above makes this further Report of his proceedings —

By the decree last pronounced herein to wit on the 21st October 1857. he was authorized to draw out from the Norfolk Savings Institution the principal sum on deposit therein to the credit of this cause as shewn by the certificates of deposit referred to in the said decree — Accordingly on the 27th November 1857 he did draw out from the said Institution the said sum to wit fifteen hundred and seventy five dollars & 59 cents and distributed the said sum as thereby directed — and as shewn by the account which is now given —

1857. Nov 27. Amount received as shaked. \$1575.59.

Paid as follows — 1. C.B. Hayden Atty. fees & charges. \$269.88.

2. Tazewell Taylor Receiver-Comrs. { 78.77.

3. W.W. Peirce - (1/2 of \$739) { 369.50

4. Thomas W. Peirce. (1/2 of \$739) { 369.50

5. Wells & Dickson 27.09

6. H. Chapman & B. Chapman Exors of J. 142.04
H. K. Chapman decd.

7. Sampson White 15.06

8. Wm C. Adams 40.76

9. Isaac Coffey Exor J. Hollerman 0.80

10. Willis Wilson 4.36

11. Albert Clarke 13.12

12. A. Atkinson Exor J. Chalmers 1.34

13. Thomas & Adams 57.00

14. Thomas H. Roth 18.80

15. John W. Mason 2.57

16. Kenyon College. Ad C.B. Hayden Atty. 155.00

1575.59.

(over)

He files herewith the Receipts of ~~all~~ the parties to whom the
within payments are made except those of Albert Clarke, Thomas
Johnson, & John Y. Mason - He has credited the accounts of those
persons on his accounts with them as their attorney. & will file
their receipts hereafter -

No collections as yet have been made by him of the
Bonds which under the decree herein mentioned he was
authorized to collect. The distant residence of the debtors
& the smallness of the amounts rendering collection
impracticable without a personal visit to each of them
which as yet neither the season nor the engagements of
the Receiver permitted -

all which is truly reported.

Fazwell Taylor
Receiver.

May 17. 1852.

Pierce &

vs.

Smith's admor. &c.

Report of Tazewell Taylor
Recorder under decree of
October 1851.

May 17. 1852. filed

Peirce
v
Smith & Son }.

Received from Tazewell Taylor Receiver
in above cause the sum of four hundred
sixty nine dollars & 88 cents the amount
decreed in & above cause by Circuit
Court for Wight. Oct. 21. 1857.

A269. 88-

Norfolk Nov. 27. 1857

C. B. Hayden

Received also from the said Receiver the sum
of one hundred sixty five dollars the
amount decreed by same court to the
Trustees of Kenyon Glass -

Nov. 27. 1857.

A165-

C. B. Hayden

Peirce }
" }
Smith }
Norfolk Dec. 24. 1857 Received of Tazewell Taylor
the sum of Three Hundreds and Thirty Two dollars
and fifty five cents, it being W. W. Peirce's portion
of the sum of Seven hundred and thirty nine dollars
decreed to W. W. and L. M. Peirce under a decree of 24th
Oct. 1857 in the Circuit Court of Isle of Wight County,
left for & cons. reserved by said Taylor

Sam. McWilliam

att. for W. W. Peirce

Fredricksburg Dec 31st 1837

Saywell Sayler Esq
Norfolk

Sir

Please
pay to the order of A Goodwin Cash
seventeen dolls. in full of eighteen
dolls eighty cents. further collection
on bond of the late Thomas Smith
to me & office

your obt. servt

Thos. A. B. to

Pence
Smith, adn

Thomas H. Potter

#125

December 1852.

15 Jan'y 3. 1852

Pay R. H. Chamberlain &
Cashier on order

A. Goodner

Jan'y 3. 1852

Per

R. H. Chamberlain Cashd
by

Peter Brocure

New Orleans. March. 30th 1852.

To

Jazwell Taylor Esq

Dear Sir

Please pay to my
mother Mrs Margaret Pinner any money or
funds which you may have belonging to me
and oblige

Yours truly

Thos. N. Peice

Recd. three hundred & two
dollars & 55 cents from the
of the firm Tazewell Taylor.
Apr. 14. 1852.

Chas. T. Tazewell.

1852
Thos. Tazewell
\$332.⁵⁵
Apr. 14. -

Peace

Smiths admsn

Decree Ist of Wight Circuit Court
October 21. 1851.

Received from Tazewell Taylor Receiver in above cause and
our Attorney the amounts severally decreed us as within after
deducting his charges. - viz.

Wells & Dickson Twenty Seven ⁰⁰/₁₀₀ dollars.

\$27.09

M. J. Dickson for Wells & Dickson

Harby & Ben: Chapman Exrs Kerk. Chapman - one hundred forty two ⁰⁰/₁₀₀ cts. \$142.04

Benj. Chapman Cler of R. H. Chapman

Sampson White - fifteen dollars ⁰⁰/₁₀₀

Sampson White

\$15.00

Wm C. Adams Forty ⁷⁶/₁₀₀ dollars

40.76

Wm C. Adams

Isaac Coper Exr Isaac Holliman Isaac Coper

\$0.80

Willis Wilson

Willis Wilson \$4.36

A Atkinson Exr Jas. Chalmers & Atkinson - \$7.34

Peru

US

Smithsonian

Receipts for payments by
T. Langdon as Peruvian under
decrees October 1857-

Pierce et al's

vs

Smith et al's -

Oct Term 1837-

This amount subject to order of Court in this cause.

on deposits in Norfolk Savings Institution viz

intificate date July 1st 1837

\$1314.45

" Oct 1st 1837

261.14

To be paid & distributed as follows

\$1575.59

To CB Hayden - Bill of Expenses as shown
for Statement of A. in 3^d Report of Sales.
of Oct 1st 1837-

\$222.71-

" CB Hayden's Comm on 1st Sale -

1829-

" " 2^d "

28.88

269.88

To Jazemill Taylor Receiver 5 per cent

on \$1575.59 amt deposited

78.77-

\$348.65-

Amount for distribution

\$348.65-

\$1226.94

To be distributed as follows

No-1. To Wm & J. N Pierce -- 739.00

No-2. " Mills & Dickson - 27.09

No-3. " Kena R Chapman - 142.64

No-4. " Sampson White 15.06

No-5. " Wm C. Adams - 40.76-

No-6. " Josiah Holleman & Co - .80

No-7. " Willis Wilson 4.36-

No-8. " Albert Clarke 13.12-

No-9. " James Chalmers - Esq - 1.34-

No-10. " Thomas & Adams - 57.00

No-11. " Thomas H. Bolts 18.80

No-12. " Geo. G. Mason 2.57

No-13. Trustees of Kenyon College \$1226.94

Memorandum - The foregoing distribution is made on the amount of principal & interest shown to be due on Oct 18th 1845 by Statement (22) of that date of Oct term 1847 - after deducting the subsequent payments under decree in this cause made as the basis of calculation -

In final settlement should the whole amount ever be recovered the principal & interest due on Oct 1845 is to carry interest from that date & payments to be credited according to law. This memorandum is made for a future purpose -

We consent that the within statement in lieu of a commissioner's report make the basis of a decree Oct 20th 1837.

Pasewell Taylor
Counsel for Hottel & all creditors
Expt R. Colver.

C B Hayden Atty for Henry Colver

Reinetsals
Smith et al

Statement { 1838 }
made at Oct Term 1837 -
& adopted by consent
of Council in lieu of
a commission agent
made the basis of the
decree of Oct Term 1837 -

Pierce et al.

as
Smith et al.

The undersigned receiver in this cause
sends the following additional report as in file
mental to his report of July 7th 1837.

Oct 1st 1837. This amount collected through the C.B.
Hayden in full of principal, ^{of Henry & Linen Bond viz} interest of \$232.37
with interest from 1st September 1829, ¹²³ Sept 1837, -
being \$266.14 which amount I deposited on this
day in the Suffolk Savings Institution as shown
by accompanying certificate of R Walker Cashier
Oct 1st 1837.

Fagewell Taylor

Receiver

Penic-stall
as
Smith-stall- }

Report of Taznell
Taylor Recamer -
Returned Oct 1st 1857
with certificate of de-
posit of \$246.14
of Carver's of Norfolk
Savings Institution

Office Nafoek Savings Institution

Oct 1st 1854

Jessewell Taylor Esq as receiver in put of Price vs Smith's admr has this day deposited
in this Institution the sum of Two hundred sixty one $\frac{14}{100}$ Dollars subject to order of the
C Court of Genl & Magt in said suit \$261 $\frac{14}{100}$ Rich Wacker Esq J.S.R.

Peirce &

Smith's return &

The undersigned appointed Receiver in this cause to collect the Bonds taken by C.B. Hayden for the sale the lands in Pearl River County as reported by him respectfully reports the following collection thereof made for him by C.B. Hayden - viz.

No 1.	James Bennett.	Principal.	\$163.85.	
		Int from Feb 7 1850 to June 15/51.	<u>13.38</u>	\$177.25
No 2.	Isaac Wesley Heakle.	Principal.	42.75	
		Int from Feb 8 1850 to June 8/51.	<u>3.41</u>	46.16
No 3.	Solomon Warner	Principal.	26.84.	
		Int from March 7 1850 to June 8/51	<u>2.02</u>	28.86
No 4.	R. & G. A. Phares.	Principal.	69.34.	
		Int from do to June 10 1851.	<u>5.30</u>	74.64
No 5.	Isaac Teler	Principal.	19.40.	
		Int from March 22 1850 to June 16/51	<u>1.00</u>	20.40
No 6.	L. Artusart.	Principal.	4.16	
		Int from March 23 1850 to June 16 1851.	<u>.29</u>	4.45
No 7.	Solomon Teler.	Principal.	31.35	
		Int from March 23 1850 to June 16/51.	<u>2.27</u>	33.62
No 8.	L. Cunningham.	Principal.	7.00	
		Int from April 2 1850 to June 17/51	<u>.50</u>	7.50
No 9.	A. Juby.	Principal.	61.75	
		Int from April 3 1850 to do.	<u>4.48</u>	66.23
No 10.	M. Juby.	Principal.	123.50	
		Int from April 10 1850 to June 17/51	<u>8.76</u>	132.26
No 11.	W. Vanoverender.	Principal.	11.40	
		Int from April 12 1850 to do	<u>.81</u>	12.21
No 12.	W. Vanoverender	Principal.	2.61	
		Int from April 12 1850 to do.	<u>.18</u>	2.79
No 13.	E. A. Lambert.	Principal.	19.00.	
		Int from do to do	<u>1.35</u>	20.35
No 14.	E. Lambert.	Principal.	32.06.	
		Int from do to do	<u>2.26</u>	34.32
No 15.	Wm. Passon.	Principal.	380.00	
		Int from Oct. 1 1850 to June 14/51.	<u>15.80</u>	395.80
No 16.	Benjamin Henshaw with interest from Sept 1. 1849 to June 20 1851.		257.55	
			<u>1314.45</u>	

which sum of thirteen hundred fourteen dollars & 45 cents I have deposited in the Norfolk Savings Bank, Boston as ordered & hereunto return a certificate of said deposit dated June 28. 1851. Jabez W. Taylor Receiver.

Pierce et als
as
Smith et als

Receipt of Taymell
Taylor Receiver
received July 7th
1837 - with certificate
of deposit of \$13,445
in Bank of Norfolk
Savings Institution

Office of the Norfolk Savings Institution
June 28th 1851

I do hereby Certify that there has been deposited this day to the Court
of Suit of W W Pence vs J N Pence vs Thomas Smith's admr. taken
by Sazewell Taylor Receiver in Suit under decree of Isle of Wight Circuit
Court for Sale of Personal Goods &c the sum of Thirteen hundred and
fourteen $\frac{45}{100}$ Dollars —

\$1314 $\frac{45}{100}$

Rich Waake Cashier
Norfolk Sav. Inst

I know also now by these presents that I Thomas
Smith of King George County and State of Virginia
am lawfully and firmly bound unto the Trustees
of the Theological Seminary of the Protestant Epis-
copal Church of the Diocese of Ohio and
their successors in the sum of two thousand
and no hundred lawful money of the United
States: to be paid to the said Trustees and their
successors: for the true payment of which I
bind myself my heirs &c firmly by these
presents, sealed with my seal and dated
this first day of March 1828.

The Condition of the above obligation is
such that if the above bound Thomas Smith
his heirs, executors or administrators, do and shall
well and truly pay semiannually the
sum of thirty dollars as interest accruing
on the sum of one thousand dollars for
that period, so long as the said sum of
one thousand dollars shall remain unpaid, or, should the said sum of one
thousand dollars be reduced by payments
shall well and truly pay the interest
semiannually accruing on any balance
of the said sum of one thousand dollars
and shall moreover pay the said sum
of one thousand dollars to the said Trustees
or their successors at any time during the life
time of the said Thomas Smith or if not
paid during his life, then by his executors or ad-
ministrators immediately after their qualification
as such when the said sum of one thousand
dollars will be ascertained, then
the above obligation to be void else to
remain in full force and virtue.
But it is distinctly manifested that the said
Smith is privileged to pay and discharge
the said sum of one thousand dollars

When and in such portions as may be convenient
to him. Yours
Signed John Adams
In the presence of
Edward W. Peet,
Wm. Colton

John Adams

Shows the trustees for it to the interest of their
corporation for the within sum of one thousand
dollars to be paid, after the expiration of twelve
months from this date, on one year notice
it will be taken up.

John Adams
(March 21st 1828)
(11)

Rec New York 9th June 1832 on the within Bond
One hundred & twenty dollars in full of a Interest to
1st Jan. 1832 - J. M. Burtis Tre
\$120

Rec New York 10th Jan. 1834 One hundred & twenty dollars
in full of a Interest to 1st Jan. 1834 - J. M. Burtis Tre
\$120

Rec New York 1st Jan. 1835 on the within Bond
One hundred & twenty dollars for Interest to this date
J. M. Burtis Tre
\$120 - Rec New York 10th May 1840 on the within Bond
Two hundred & forty dollars for Interest to the
1st Jan. 1840 - J. M. Burtis Tre
\$240 -

Rec New York { Bond
to { for
Interest { \$1000 -
— {

- June 3^d 1831. Received of A P Young Clerk of
The Circuit Court of Isle of Wight, pursuant to the
decrees of October term 1849 & October term 1830 in the
cause of Peira & also Smith et al, the following
Bonds, returned by Commissioner Hayden in his report
of sales of Pendleton lands made in said cause.
The Bond of Ben Hiner Duncan Mc Quain & William
Dint for Two Hundred & Thirty Two dollars & 38/100
payable on Sept 1st 1830, to C B Hayden with interest
from Sept 1st 1849. The Bond of same parties for two
Hundred & Thirty Two dollars & 37/100, payable to C B
Hayden on Sept 1st 1851 with interest from Sept 1st
No. 1- 1849. The Bond of James Bennett & Jacob Flinn for one
Hundred & sixty three dollars & 87/100 payable on the
No. 2- 1st of October 1830. The Bond of Jacob Henkle & Merley
Henkle for forty two dollars & 75/100 - payable on same date.
No. 3- The bond of Solomon Warner & James Boggs for twenty six
dollars & 84/100 - payable on same date - date March 1st 1830
No. 4- The bond of Robert Phares & George A Phares for sixty
Nine dollars & 34/100 - payable on same date & dated March
1st 1830.
No. 5- The Bond of Isaac Teter & George A Phares for nineteen
dollars, bearing date March 22^d 1830.
No. 6- The Bond of Lemuel Hyslopant & George Lambert for four
dollars & 16/100 bearing date March 23- 1830
No. 7- The Bond of Solomon Teter & George Lambert for Thirty One
dollars & 35/100 - of same date as last.
No. 8- The Bond of Laban Cunningham & Joseph Bennett for
seven dollars, bearing date April 2^d 1830
No. 9- That of Amos Sudy & James Seetch for sixty one dollars
& 75/100 - bearing date April 3^d 1830.
No. 10- That of Martin Sudy & Adam Sudy for One Hundred
& twenty three dollars & 30/100 - bearing date April 10th 30
No. 11- That of William Vandevender & Henry Vandevender
for eleven dollars & 40/100 - bearing date April 12th 1830.

- No-12- The bond of Henry Vandevender & W^m Vandevender for two dol-
lars & 5/100- bearing date April 12th 1830
- No-13- That of Elias Lambert & Arnold Lambert for nineteen dol-
lars- bearing date April 12th 1830
- No 14- That of Elias Lambert & Peter Van Nelson for thirty two dollars
& 5/100 bearing date April 12th 1830
- No 15- That of Miles Parsons & Adam Parsons for Three
Hundred & Eighty dollars bearing date May 3- 1830-
which foregoing bonds from No. 12 to No 15 bear interest from
date Conditioned to be paid if the deeds for the lands
for which they are given be made on or before the
first of Oct 1830 & if such deeds are not made on or
before said date then said bonds are not to be paid
until said deeds are made-

Jasewell Taylor
attys &c.

Given
in
presence of
3 W. Taylor not.
3 for bonds.
Smith

In pursuance of a decree of the Circuit Superior Court of
Law & Chancery for the County of Isle of Wight pronounced
on the day of October 1847 in the suit of Peice et als vs
Smith et als the undersigned commissioner appointed
for that purpose sold on the first of September 1849
to Benjamin Hiner of the County of Pendleton, at private
sale, a part of the property mentioned in said decree,
locally known as the "Chavis Ridge" tract, ^{in the County of} containing by esti-
mation ^{Pendleton Highland chiefly in the former} 9295 acres for the sum of Four Hundred &
Sixty Four dollars & ~~Ninety~~ ^{no} Five Cents, for which amount
the said Benj Hiner, with Duncan McDouair, & William
Vint as his securities, executed two Bonds respectively for
the sum of \$ 232.38, & \$ 232.37, the former payable
on the first day of September 1850 with interest from the
1st day of September 1849, & the latter on the first day of
September 1851 with interest from the ~~first day~~ ^{first day} of Sept 1849.
Which said Bonds are herewith returned with this
Report

All of which is respectfully reported
Oct Term 1849-

C. B. Hayden

Supplemental Report - Expenses of Trip to & From Pendle-
ton, Surveys Bill & Taxes ———— \$ 37.02

C. B. Hayden

C B Hayden's Report of
Sale of Pendleton Lands
made Oct Term 1849 -
with Rep. of
Prince
Smith

Pierce.

Smith & Adair } Decree May Term 1849. Sale of Light-Sup Court
Jazewell Taylor. Receiver was directed to pay to the
following persons (among others) the sums affixed to our
respective names - which we hereby acknowledge to have
received from him - his fees as our Attorney being deducted - viz:

1. Wells & Dickson. Fifty Dollars. \$50- Wells & Dickson
 2. Sampson White. Twenty seven ⁵⁰/₁₀₀ Dollars. 27⁵⁰ - Sampson White
 3. Wm C Adams. Sixty eight ⁷⁵/₁₀₀ Dollars. 68⁷⁵ - Wm C Adams
 4. Kenak Chapman. Two hundred & sixty three Dollars. \$263- Kenak Chapman
 5. Isaac Coper Esq & Josiah Holman Esq. One ⁴⁵/₁₀₀ Dollars. \$1⁴⁵/₁₀₀ - Isaac Coper Esq & Josiah Holman
 6. Willis Wilson. Seven ⁷⁵/₁₀₀ Dollars. \$7⁷⁵ - Willis Wilson
 7. A Atkinson Esq & J. H. Adams Esq. Two ⁷⁵/₁₀₀ Dollars. \$2⁷⁵ - A. Atkinson
 8. Thomas & Adams. Ninety four ⁵⁰/₁₀₀ Dollars. Thomas & Adams
- Norfolk. June 1849.

all which is respectfully reported by the
undersigned as proof of his compliance
with the decree. The interest on the
fund in the Norfolk Savings Institution
(Rep. March \$30) remains to be distributed -
October 18 1849

Jazewell Taylor
Receiver.

Price

to

Smith

Report of Tazewell

Taylor Recorder

October term 1849

Price {
Smith

159665

Peace & In Chancery -
 Smith & others.

The undersigned appointed by a decree of the Circuit Superior Court of Lehigh & Northampton in the suit on the 17th day of May 1844 - a Receiver to collect the assets of Thomas Smith as directed by the deed of Trust in the proceedings mentioned respectively Reports - That since the last Report made by him as Receiver he has collected from the persons hereinafter named and at the dates as follows:

1848 - October 30th By Cash received of Wm Johnson.

Security on Richard Johnson's Bond - on account of Bond - remitted me by draft on New York - 1407.⁵⁰

1849 - March 2nd - By Cash rec^d from do. in full - 876.²⁶
 as per statement of present of bond 1866.⁵¹
 Int from Jan 1. 1842 to Nov 1. 1848 683.³³
 2350.⁰⁰

O. Cabb Smith's Estate - R. Johnson's 50.
 interest credited by Thos. Smith's

- This sum from July 1. 1845 to 230 280
 stated in former report 2070.⁰⁰

By Cash from Cabb Smith's estate - 1407.⁰⁰

Int & m^o on 683. from Nov 1/48 to 13.²⁶
 March 1/49 4673.²⁶

Balance f^d me as above credited

1849 Mar 11. By Cash from G. A. Myers of Richmond. Atty
 for Thos. Smith (under balance on her hand & a
 bond in account rec^d & then filed) & amount
 received by her in compromise of suit in Edm^o
 Smith's admⁿ pending in the Chancery Court of
 Richmond after the reversal of decree by Special
 Court of Appeals - which compromise I con-
 sidered judicious & sanctioned

To 5 per cent f^d as Receiver on \$2387.²⁴

Balance und^l subject to distribution

303.³⁸
 \$ 2387.²⁴
 119.³⁶
 \$ 2267.⁸⁸

Memorandum - A portion of this sum viz \$1586.⁶⁵ is now on deposit
 in the Norfolk Savings Institution. Carriage interest
 at 5 per cent - which will be accounted for as received
 when settlement is made under the decree of the Court
 \$1586.⁶⁵ is to be kept in the Farmers Bank of Virginia at
 Norfolk - 28. May 15. 1849 J. J. Taylor
 Receiver.

Price
of Chy
Smith Vals
Receipt of Collections by
Jagwell Taylor, Receiver.
Returned to Court May the
16th: 1849

Statement for Jazewell Taylor Esq. Received in the cases
of Pierce v Smith & others, and Withers v Smith & others.
in the Circuit Superior Court of Law & Chancery ~~held~~ ^{held}
for the County of Isle of Wight.

1849

March 24.	By amount rec ^d by way of compromise in the suit of Smith v. Martin & Co.	} \$550
" "	To paid costs in Court of appeals as before	\$92.97.
" "	To fee in Chancery Court Richmond, & attending to Depos ^t of B. B. Mason.	} 50.
" "	To fee in Court of Appeals	50.
" 29 "	paid Clerk Ch ^o Court fee Bills	14.87
Apr. 5 "	paid Clerk Court of Appeals, Appellee's costs in that Court	} 38.68.
May. 12 "	paid Jazewell Taylor Esq. Received for Rec ^d	303.48.
		<u>\$550.</u> <u>\$550.</u>

Richmond May 12. 1849.
G. A. Myers.

Price
vs the city
Smith & Co

Account of J. A. Myers,
returned by J. A. Myers
Taylor, Receiver, in
his report
May the 16th: 1849.

Statement Q. Q. distributing balance of \$2267.88. Reported
by Jazewell Taylor to be in his hands. Subject to
Distribution among the Committee of Thomas Smith
in this cause.
According to the calculation made by us, the sum
will be distributed as follows:

To		\$ 137 62
1.	Wm & J. A. Pease	50 -
2.	Wells & Dickson	2 13 -
3.	Henry K Chapman	27.50 -
4.	Samson & Co	18.70 -
5.	Wm. Adams	1.25 -
6.	Donald Holliman's Exp	7.75 -
7.	Wells & Wilson	23.00 -
8.	Albert Clarke	2.30 -
9.	James Chalmers Exp	105 -
10.	Thomas & Adams	35 -
11.	Thomas H. Botts	3.09 -
12.	Josh Mason	305.09 -
13.	Friends of Kenyon College	\$ 2267.88

We hereby approve of this statement in lieu
of a Commission Report
May 16. 1849.

Jazewell Taylor
Committee for all the Funds
except Kenyon College -
C B Hayden Council for Kenyon College

Pierce
v. J. Chy
Smith & Als

Special Statement
marked Q. Q. referred to &
adopted by Decree of May
Term 1849 (16th May)

John Withers To the Sheriff of Woodby D
1847 Sept 29 - To Sundry Sundry is J. G. Jackson .50
Recd Pay. In Book of
C. R. Tor M.

John Withers, Westworth W. Pine & Margaret Pine
To the Sheriff of Wood County D
1847 Sept 29 - To Sundry Sundry is
J. G. Jackson del. of J. G. Jackson .50
Recd Pay In Book of
C. R. Tor M.

James Mc Lane

~~to J. Mc Lane~~

~~Sept 20 1862~~

AD



C. B. Hayden Esq
Smithfield
Isle of Wight
County
Va

Wm. H. ...
or J. ...
Smith ...

[Faint, mostly illegible handwritten text at the bottom of the page, possibly bleed-through from the reverse side.]

Pierce et al
 vs
 Smith et al

Special Statement Marked {23} amending Report of
 Commissioners Lightfoot & made the basis of decree of October
 Term 1847-

The deed of Smith & wife recorded in King George County mentions
 among the schedule debts of the first class, a debt due Kenyon Col-
 lege. This claim was not proved before the Commissioners, but
 subsequently Kenyon College by consent applied to the court for
 leave to prove the claim which being granted, the Bond was
 filed & to save the expense of a recommitment it was agreed be-
 tween the counsel to submit a special statement. In the mean-
 time however some of the Trust funds have been collected & de-
 stributed in which Kenyon College had a right to participate & the
 amount to which the said College would have been entitled out
 of that fund must be made up out of the fund remaining in court.

The claim of Kenyon College as shown by the Bond is as follows -

Principal sum - - - - - \$ 1000 -

Interest from 1st Jan 1840, to Oct 18th 1845
 time up to which interest is calculated
 on the other debts by the Commissioners -

348 \$ 1348

The amount of claims which shared in the distribu-

tion of the Fund made by T Taylor in Apr 1846 [See his Report]

was - - - - - \$ 8649.91

Sum total entitled to share in the fund - - - - - \$ 9997.91

The amount received by the other creditors was 23.3 per cent on
 their debts. Kenyon College is of course entitled to 23.3 per cent on
 its debt, which amounts to \$ 314.08 with interest from 1st Oct. 1846, which
 must be deducted from the fund now in court -

The fund now to be distributed is as follows

{1} - R Whitfields Bond - Principal - - - - - \$ 339.52

Int from Nov 3-1842 to Oct 19-1847 - 80.68 \$ 420.20

{2} Thomas & Adams Bond - Principal \$ - - - - - \$ 3048.

Int from 6th Feb-1847 to Oct 18th 1847 - 128.52 \$ 3176.52
 \$ 3596.72

Am't of fund in Court for distribution --- \$ 3596.82

From which is to be deducted as follows -

Amount to be paid Mary Ann Main

Smith as a compensation for her down &

other interests conveyed by deeds as as-

certained by Commissioner --- \$ 1205.73

Int on do from 1st Jan 1846 to 6th Aug 1847. 130.39 --- 1336.12

\$ 2260.60

deduct also am't to be paid to Trustees of

Kenyon College to make up their share of

the fund equal to the amount received

by the other creditors as shown by J Taylor

Rept of distribution --- \$ 314.08

Int on do from 1st 1846 to 19th Oct 1847. 19.82 --- \$ 333.90

Balance to be equally distributed --- \$ 1926.70

The amount due Kenyon College after crediting this

payment of principal only due on 18th Oct 1845 is as

follows --- Principal & Interest due Oct 1845 --- \$ 1348.

deduct payment to which they were entitled 314.08

Balance due Kenyon College on 18th Oct 1845 \$ 1033.92

Am't due other creditors on 18th Oct 1845 as shown by

J Taylor's Rept after deducting payments made by

him --- \$ 6634.48

Sum totals of the claims to share in the fund --- \$ 7668.40

This will give to each creditor 25.125 per cent on their respective claims.

{1} W & N Price --- debt --- \$ 4643.11 --- to receive \$ 1166.50	
{2} Wills & Shiken --- " --- 169.25 --- 42.52	
{3} - Rensselaer Chapman --- " --- 888.18 --- 223.10	
{4} - S. White --- " --- 93.73 --- 23.55	
{5} - W C Adams --- " --- 232.50 --- 58.41	
{6} - David Hollander --- " --- 5.13 --- 1.29	
{7} - Wills, Wilkes --- " --- 26.87 --- 6.74	
{8} - Albert Clark --- " --- 80.40 --- 20.20	
{9} - James Chalmers --- " --- 8.15 --- 2.05	
{10} - Thomas Adams --- " --- 355.17 --- 89.23	
{11} - John H. Bots --- " --- 118.22 --- 29.95	
{12} - Geo J. Mason --- " --- 13.77 --- 3.45	
{13} Trustees of Kenyon College --- 1033.92 --- 259.71	
	\$ 7668.40
	\$ 1926.70

Oct 20th 1847 --- We hereby assent to this statement in lieu of Commissioner's Report ---

Frederick Taylor atty for creditors. E. B. Hayden atty for Mrs Smith & Kenyon College

Peira

&

Smith

Statement 22, referred

to in decree October Term

1847.

Withers vs Smith }
Perce v. Smith }

J Taylor as Counsel for Defendant Smith in 1st Suit and for Perce in 2nd Suit submits that the Bill of Withers should be dismissed.

The deed from Smith wife to Goodwin & Smith Trustee is clearly valid against the Judgment of Withers.

The consideration of that deed was 1st The relinquishment of town in other lands and also of Mr. Smiths fee Simple in ~~other~~ ^{other} land in Caroline which at plainly appears from the Report was deemed a full consideration but 2nd in case that consideration should not be sufficient then Mrs Smith was to pay the Excess to the Creditors of Thomas Smith according to the provisions of deed of same date recorded in King George County. I refer the Court to my ~~old~~ ^{old} note on this point herewith filed.

If the Bill of Withers be dismissed then the Suit of Perce vs Smith will be entirely disencumbered from the 1st suit - altho there are many matters involved in that Suit having no connexion with the 1st Suit.

The Commissioner has reported all the claims proved under the King George Deed and the Funds under the control of the Court - to satisfy those claims about which there is no controversy.

The amount of the claims proved ^{clafs Nov 1} including Interest up to October 18th 1845 was \$9326.60

But the Commissioner reports that the defendant Smith is entitled to an abatement of \$300 for a deficiency in the land - deducting this amount viz. \$300 +

Interest from 1st Jan^y 1841 to Oct^r 18th 1845 - 4 yrs 9 ms 18 d^ys } 86.40
deducting this will reduce the claims to 386.40

and then the claim of the Plaintiffs Perce will be reduced thus.

Amount reported by Commissioner \$6440.

deduct abatement

with interest on \$4700 from 18th Oct^r 1845 \$386.40
\$6053.60

The claims thus reduced amount as shown to \$8940.20

Deduct Claims of Clara H Goodwin, E D Goodwin and A M Glassell which are to be paid out of Specific Funds as shown by Report of Comm^r.

Amount of claims up to 18th October 1845

290.29
\$8649.91

The General Funds about which there is no controversy is reported on Page 14 of report -

The Commissioner not having calculated the Interest on the Bonds.

General Fund

I must supply the defect - With Perce's Bonds due July 7th 1844 = \$922.79

Interest to Oct^r 18th 1845 14th 3ms 11 d^ys 70.89 \$993.68

R H Whitfield's Bonds due Nov^r 3rd 1842 339.52

Interest to Oct^r 18th 1845 2nd 4th 11ms 15 d^ys 60.27 \$399.79

Bonds due Feb^r 10th 1846 -

Cash on Farmers Bank of Virginia \$166.06

J B Lewis " 204.00

W Cotton " 219.00

S J B Brown " 154.00

O Coakley " 215.00

L Goodwin

Balance of P Goodwin's Bonds after paying

claims of C H Goodwin, E D Goodwin and

A M Glassell due Feb^r 10th 1846 40.31

Value of said Bonds Oct^r 18th 1845 \$998.37

979.92
\$2592.11

which will give \$29.96 per cent to the claims proved.

Then the Creditors will receive out of this Fund the following Sums:

1. W.W. Peirce & J.N. Peirce - Claim as reduced.	\$6053.60 a/p. 29.96. "	\$1814-
2. K.K. Chapman "	\$1158. 4/ " " "	347.03
3. Willis & Dickson "	A 220.66 a/p. " " "	66.12
4. Sampson White "	A 122.20 a/p. " " "	36.62
8. William C. Adams. "	A 303.13 a/p. " " "	90.83
9. Joseph Holleman.	A 6.69 4/ " " "	2.00
10. Willis Wilson.	A 35.03 4/ " " "	10.50
11. Albert Clarke	A 104.82. 4/ " " "	31.42
12. James Chalmers	A 10.62 4/ " " "	3.20
13. Thomas & Adams.	A 463.07 4/ " " "	138.80
14. J. H. Botts	A 154.13 4/ " " "	46.20
15. Ely Mason	A 17.96. 4/ " " "	5.39
Sum total as shown within	A 8649.91	A 2592.11

The Court is asked to decree that the Bonds be delivered to me, & that I be authorized to collect them and distribute the proceeds according to this Statement:-

The following debts are to be paid in full out of P.H. Goodwin's Bond due February 10th 1846. viz:

Clara H. Goodwin	\$178.18.
E. D. Goodwin	28.53.
A. M. Glasfell.	87.98.
	A. 294.69

See page 15 of Report

It is proposed to ask for a decree for the sale of the Grove Property and to reserve the question as to the value of Mr. Smith's down & other rights & claims under the Act for future decision.

Memo: The Court proposes to suspend the decision of the question raised by Withers in his ~~first~~ Bill. The decree proposed at October Term does not embrace the Bond of Whetford which is filed with the papers in Withers v. Smith & is claimed by Withers. The Court however directs the collection & distribution of the other Bonds herein named without specifying the amounts to be received by each creditor. A report of the distribution of the Bonds & other moneys in Bank to be made.

October 22nd 1845

Frederick Taylor
Counsel for Peirce &c

Peirce &c.
Smith within

Statement XX. referred to
is and signed by Peirce &c
October Term 1845.

Dr. Sir.

I wish you would send me by Mr. Parker a copy of my
Statement & X filed with decree of 22nd Oct 1845 in Pease
v. Smith. explanatory of the Report of Comm. Sigbee & Co.
Judge Baker will not hold his Court on the 16th. He has been very
ill. but is now better...

Yours Truly
Wm. Young Esq

Yours Truly
Josiah Wall. Taylor
May 8. 1846.

Sent to Taylor

W. P. Young Esq

Thomas H. Peirce & others
vs. J. Report of J. Fayler.
Thomas. Smith & others.

The undersigned by a decree pronounced in this cause on the 22^d day of October 1845 was authorized to collect the Bonds of W. H. Peirce. J. B. Lewis. W. Cotton. S. J. L. Brown. O. Oakley. L. Gorton and P. D. Goodwin and also to draw out of the Farmers Bank of Virginia the sum of \$21822.32 deposited by him as Receiver in the said cause & to distribute the fund according to the directions of the decree.

He accordingly collected the said Bonds. all of them except W. H. Peirce. Through W. R. Mason. of King George. to whom he paid the commission of 2 1/2 per cent. as follows:

Bond of O. Oakley &c.	\$154.00
" " S. J. L. Brown &c.	\$219.00
" " J. B. Lewis &c.	\$166.00
" " W. Cotton &c.	\$204.00
" " L. Gorton &c.	\$215.00
" " P. D. Goodwin &c.	\$935.00
" "	\$1293.00

off. 2 1/2 per cent Com. to W. R. Mason. for collecting. \$32.32

Paid &c. for drawing deeds to Oakley Brown. Lewis. Cotton. L. Gorton & P. D. Goodwin } 30.00
This amount received from W. R. Mason in Feb. March and April 1846 ~ 62.32.

Bond of W. H. Peirce. paid to S. T. over. \$922.79

Principal. \$922.79
Int from July 7. 1844 to April 7. 1846. 26.87
1019.66.

off from 2 1/2 per cent. 25.49

This sum drawn from Farmers Bank of Virginia. 218.72.

off Paid B. Lightfoot for 78. 39.26
" Clerk's Costs. 16.25 133.57

over.

85.21
2310.12

By amount brought over

\$2310¹²

To this sum \$5. Mrs. Anna Maria Smith
 agent of Chase H. Goodwin. Ed Goodwin and
 Am. Glafell - the full amount of said Bonds
 up to Feb. 1846 paid out of the amount
 collected from Peter A. Goodwin and received -
 which sum I allowed her on the 10th Feb.
 gave her credit for interest on the sum
 from 10th Feb. 1846. until paid

294.69
 \$2015.43

Balance for estate in decem. 1842 -
 Creditors named in decem. 1842 -

1. Thomas N. Hill. W. Peirce - \$5000.
 Sep. abatement in Sep.
 only - see Comm. Rep. 12

Interest from 1st Jan. 1841 to
 October 1845

300.
 4700.
 1353.60
 6053.60 -
 220.68.
 1158. -

\$2015.43 distributed among
 creditors whose claims amount
 to \$8649.91 will give
 23.3 per cent.

Dividend
 1410.49 - to 1 462.11
 51.41 to 2 169.25
 269.82 to 3 888.12
 28.47 to 4 93.73
 70.83 to 5 232.50
 1.56 to 6 5.13
 48.88 to 7 26.87
 24.42 to 8 80.40
 2.47 to 9 8.15
 107.90 to 10 395.17
 35.91 to 11 116.22
 4.19 to 12 13.72

12. John G. Mason - \$17.96 -
 aggregate of claims to
 Oct. 1845 as per \$8649.91 - 23.3 = 2015.43 - bal 6634.48

Commissioner's Report -
 which said sum as appraised to the respective names of the
 said creditors were received by me as Attorneys for the said
 parties respectively, and should be credited as payments made
 by the said James Smith as of the 1st day of May 1846.
 The sums so received by me as Attorneys have been duly
 accounted for with the said creditors -
 all which is respectfully reported.

Norfolk August 24

Jaywell Taylor
 Attorney

Notary Public - Superior Court
 of Law & Chancery for the
 County of Isle of Wight -

No 1.

Pierce

to {.

Smith

Report of James W. Taylor
attorney of Distribution
of Fund under decree of
Octob. 22nd 1845.

Filed Octo. 19. 1846.

Isaiah Wright:

In pursuance of a decree of the Circuit Superior Court of Law & Chancery for the County of Isle of Wight pronounced on the 22^d day of Oct 1845 in the suits of Rice et al vs Smith et al — & Withers vs Smith et al, the undersigned commissioners appointed for that purpose proceeded on the sixth day of Feb - 1846, to sell at public auction on the premises the property mentioned in said decree as the "Grove" having previously given the sixty days notice by advertisement to the sale in the Norfolk Beacon & Herald & at the Court House door on Court day according to the provisions of said decree, at which sale James, Thomas & John E. Adams the highest bidders became the purchasers for the sum of Three Thousand one Hundred & Fifty dollars —

The expenses of sale were as follows
 viz Commissions — 5 percent on \$300 — \$15 —
 " " " 2 " " 2850 — 57
 72.
 Costs of Advertising in Beacon — \$15.25
 " " " Herald 13.75 30.
 Total Expenses of Sale — \$102

Which expenses of sale amounting as above shown to one hundred & two dollars were paid in cash to the above purchasers & their bond payable twelve months after date according to the tenor of the said decree, with Thomas A. Ripley as security was executed for the sum of Three Thousand & Forty Eight dollars, being the amount remaining due on the said sale after deducting the expenses thereof as is shown below —

Gross amount of Sale — \$ 3150-00
 Expenses of " 102-00
 Amount of Bond \$3048-00

The said Bond is now with returned with this Report —

All of which is respectfully reported
 1 Oct Term 1846

Jasper de Taylor }
 C. B. Hayden } Commrs

Pence

11: $\frac{2}{3}$ Chy.

Smith

Report of Sale by Jay and
Hayden of Green property.
filed Octo. 19th 1846.

Jazewell Taylor Esqr of F. Hayden Commr.

To Thos & Broughton & Co Dr

1845 } To advertising Sale of Tract of Land called
Nov 26 } the Grove 2 ac w 2 1/2 sqs 17 times \$11 25

1846 } To advertising Sale Postponed
Jan 27 } " 3 1/4 2 1/2 sqs " " " " " " " " " " " "

Recd pay Feb. 7 1846
of F. Hayden

2 50
13 75

Thos & Broughton & Co

Sh. Prong N.W. 40
H1375

Received of At Yours Clerk of the Circuit Superior Court of Law
and Chancery for the County of Isle of Wight the Bond of James
Thomas and John Adams with this Display as security for
three thousand & forty eight dollars payable to Tazewell Taylor
and W. Haydens as for expenses and returned with their
Report of sale made and returned in the suit of Peere &
others vs Smith & others - Also Bond of Robert H. Whitfield
to George Wilson Trustee for \$339.⁵² also filed with the papers
in the said suit - The said Bonds being delivered to me as
Clerk for the creditors of Thomas Smith Plaintiff in said
suit by virtue of a decree entered in said cause on the
20th October 1846
Isle of Wight (H. Oct 20. 1846)

Tazewell Taylor

Receipt of Ingersoll
Pay for Bonds
of Jones & Adams
and A. W. Dittmer -

October 20. 1847.

Hazewell Taylor & C. B. Hayden Esq.
1845 To Wm. E. Cunningham & Co. dr
Nov. 21 To Adm. The Grove 2 squares 25 mins \$16.25
Beacon Office Feb. 2nd. 1846 P.
Wm. E. Cunningham & Co.

W.E. Cummings Lam H^o
H 1625

onaligning all with me, unless my proposals be untrued.

To avoid all trouble I am willing to abide the foregoing view of substitution & the confirmation of the act of settlement settling the satisfied and of trust coming Pierance. This is less than I could establish, but wanting the matter settled & wishing to avoid the messy and enormous & unavoidable expense I'll abide this proposal.

Mr. L's claim is about \$2000 by this time. It is enormous by notes. My efforts are open acts that I cannot run from, without the greatest trouble. In the claim is also \$1000 in cash I suppose enormous by itself. To this the efforts are to be made. The claims are not presented from sheer delinquency to me. If the matter be not equitably adjusted, they will be presented in court. In this court you'll be furnished with the officers with three will certainly be presented both claims the Kenyon College claim as to both. You will be called on to do more than I have done, unless it becomes necessary for me to do so, but even then I shall be ready to liquidate any personal claim against me.

Will Taylor please say in writing the most to which he will consent so that before I leave we may have a definite understanding & I may know what to expect. What I shall have to do.

P.S. Please let me hear from you as soon as possible on Monday or Tuesday morning.

Very faithfully
Yours
J. M. Smith

—
—
—

Wm. H. Brown

Smith
1853
June

Valuation of Thomas
Smiths real estate

Clarins or Thomas
Smith

Leaps No. 1

I bind myself my heirs &c to pay to Thomas
H. Bots One Hundred Dollars - Write
up my hand & seal this 11th of Oct. 1836

Thos Bots Seal

Smith Thos.

to
Bills - } Bond \$100.

Oct. 14. 1835

\$ 382 ⁰⁰/₁₀₀

On demand

I

promise to pay to

Thomas L Adams his order or Assigns, three hundred and eighty two

Dollars and ⁰⁰/₁₀₀ Cents, for value received; for which payment well and truly to be made, I

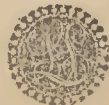
bind myself my Heirs, Executors and Administrators, jointly and severally, firmly by these

presents; as witness my hand and seal this 31st day of March 1842

TESTE,

B. J. Easton

J. H. Smith



Thomas Smith

Note

\$382. 66/100

No 13. p. 5

Mr Albert Clarke

Purchased of ^{me} Thomas Smith

16 East's Reports.	\$20.
18. Common Law Reports	45
6. Jacob's Law Dictionary.	6.
3. Thomas' Coke.	12
3. Chitty's Criminal Law.	10
2. Saunders' Reports	5
3. Chitty's Pleasings.	7.50
1. Chitty on Bills	2.00
1. Espinasse's Real Prop.	1.50.
1. Starkie on Criminal Pleasings	2.50
1. Toller on Exors	2.00.
2. Virginia cases	6.00.
1. Park on Insurance.	1.50.
1. Powell on Powers.	1.00.
1. V ^a . Debates	1.00.
1. Roberts on Frauds	1.00
1. Hall's Natural Breeding	1.00
1. Reeves Domestic Relations	1.25.
1. Pothier on Obligations.	1.00.
1. Sullivan's Lectures	1.00.
2. Brinkley's Evidence	1.50
3. Taylor's English &c	2.25.
4. Adams' Philosophy.	2.
1. Jones on Bailments.	
3. Hall's Law Journal.	
	<u>75.</u>
	<u>134.75</u>
	<u>7.50</u>
	<u>\$136.25</u>

The above Books are purchased by Al Clarke from Mr Smith. having been conveyed to her by T. Smith - The amount One hundred and thirty six Dollars & 25 cents is so much paid him on account of his Bond of \$200 due by Thomas Smith and secured by General Debt of Trust from T. Smith &c The full amount of the Bond is to be paid before Commissioners. and the Dividend on this debt applied to pay the balance due Al Clarke and any surplus of dividend remaining to be paid Mr Smith in consideration of the Law Books above - but no recourse to be had to Al Clarke for the Law Books above - This done with consent of T. Smith as by his letter to me.

Norfolk Sept 8 1843

J. Taylor.

Albert Clarke

Abigail Clarke.
San Diego.

200. -

On demand I promise to pay or cause to be paid unto
Albert Clarke, his heirs and assigns, the first and full
sum of two hundred dollars, money loaned, and to which
payment well and truly to be made I bind myself
my heirs &c firmly by these presents. Witness my
hand and seal this first day of July eighteen
hundred forty.

Wm L. Clarke
Wm L. Clarke
Sealed

Smiths bond
to Adams

ex. 11. p 3+

4

10014

Rev. J. Smith's Bond
given - Oct. 1840

\$31. —

Twelve months after date I promise to pay to William Wilson his heirs &c the sum of thirty dollars, current money of Va is being for the use of negr woman Sylvia the past year, the said negr woman usual sum of sum of clothes for the true payment of which I bind myself, my heirs &c firmly by these presents. As witness my hand this 1st day of January 1822.

John M. B. Co.
C. C.

No 10. p. 5

On or before the 25th December
next I promise and bind myself
my heirs &c to pay William C Adams
one hundred and twenty six dol-
lars and twenty five cents it
being for his services as overseer
for the present year and for the
hire of a negro boy Loney for seven
months ending this day, as witness
my hand and seal this 29th
day of July eighteen hundred
& forty two

Wm C Adams

Jan: 1st 1843 By this Amot. Rec. of
J. White in Sundry articles purchased
of him belonging to Mr. Smith
Forty nine dollars & thirty four cents
\$49.34 — William C. Adams

Thos. Smith

\$126.25

as^o 8. p. 4

~~1843~~ 1843

^{of} Within months after date I promise
to pay or cause to be paid unto William
Adams his son &c the first and full sum
of one hundred & fifty dollars for his horse
then, hogs & farming utensils as they were
when thrown into the joint stock (excepting
a cow ~~belonging~~ belonging to Miss Mary Eliza
with the increase of the same. Witness
my hand & seal this third day of May
1841. —

^{of}
Wm Adams
— (11) —
Geo



Mr Wm C. Adams ^{dr.}
1842 J. S. White

Dec. 14.	660 ⁰⁰ Black Fodder @ 80¢	\$ 5.28
"	10 Bbl. Cong Corn @ 15¢	25.00
"	5. dec. Short do: "	7.81
"	1 Blind Bay Horse	12.50
"	1 work Ox	14.00
"	1 Plough & Traces	2.50
		<u>2.50</u>
		\$ 67.09
By 5 Mos. of Tonys hire from the 29th July till last Dec. } at \$45. per year		18.75
		<u>\$ 48.34</u>

~~Jan. 1st~~ 1843
Received of J. White the above ^{acty} by credit on
a note I hold against Thomas Smith

Wm C. Adams

Tonys hire is included in my bond to Mr Adams & the above credit
of \$18.75 is wrong the credit of any amt should be made on my
bond to Mr Adams the amt being p^d by Mrs Smith while the genuine
acts are distributed. In general directions. Jan 23rd 1845 Wm C. Adams

Wm. C. Adams
To Eng ap

Articles of agreement made and entered into This fourteenth
day of April in the year of our Lord one Thousand
eight hundred forty one between Thomas Smith and William
C. Adams. The former employs the latter as his manager
for the present year & engages to furnish him with five
hundred weight of pork, corn for his family, con-
sisting of himself, wife, four children & one servant
to pay him at the end of the year ~~the sum of~~
one hundred dollars. The latter engages to superin-
tend and manage the farm and repairs of said
Smith as truly, diligently and economically, as though
they were his own, to take the very best care of every
thing entrusted to his management. to render a full
and just account of every thing he finds to do
all the work possible to be done & otherwise man-
age in the best and most efficient way. The lat-
ter is to raise his pork as far as possible at his
house and is to raise nothing else except by his
the said Smith's special permission. A fair allow-
ance is to be made by said Adams to said Smith
for any additions to said Adams's family. Said Smith
places under the control of said Adams four horses
two horses designed exclusively for the farm. From the
1st of April to first of October or from the 15th of one
15th of the other ^{month} said horses shall not to be em-
ployed in getting or hauling wood for fires, nor other-
wise employed out of the farm, unless for great ne-
cessity, but said Adams is to see in said Smith's absence
that his house servant, keeps his residence, plants
fully supplied with all such necessaries. Said
Adams has permission to raise a pig & fowls for family
purposes, taking care to prevent all appropriation
from them. He can likewise keep a cow or two, but

all at his sole expense, with the exception of
pasturage and wintering with and as said ~~that~~
cattle, specially attached to the farm.

Keeping our hands the day beyond within

W. Adams

William, C. Adams

Mr Adams has the contract & bonds
for the year 1822 - 23rd Jan 1825
— D —

Articles of Agreement
between
Mr Adams & Mr Smith

Articles of agreement made and entered into this
fourteenth day of April in the year of our Lord one thousand
eight hundred & forty one between Thomas Smith & William C. Adams
The former employs the latter as his manager for the present year
& engages to furnish him with five hundred weight of pork
corn for his family, consisting of himself wife four children
one servant & pay him at the end of the year ~~one hundred~~
one hundred dollars the latter engages to superintend and ma-
nage the farm and repairs of said Smith as truly diligently and
~~economically~~ ^{but} economically as though they were his own to take
the very care of every thing intrusted to his management
to render a faithful & just account of every thing find to do
all the work possible to be done & otherwise manage in the best
most efficient way the latter is to raise his pork as far as
possible about his house & is to raise nothing else except by
the said Smith's special permission a fair allowance is to
be made by said Adams to said Smith for any additions to
said Adams family said Smith places under the controal of
said Adams four hands two horses design exclusively for the
farm, from the first of April to the first of Oct or from
the 15th of one to the 15 of the other month said hands or team
are not to be employd in getting or hauling wood for fire or
other wise employd out of the farm unless for great necessity
but said Adams is to see in said Smith absence that his house
servant keeps his residence plentifully supplied with all su-
ch necessities said Adams has permission to raise a pig & fowls
for family purposes taking care to prevent them from all

degradation from them He can likewise keep a cow or two
but all at his sole expense with the exception of pasturage
and wintering with and as said Smith cattle specially at-
tached to the farm

Witness our hands the day & year also written

Wm. H. Seal

Seal

Articles of Agreement
18

13

Articles of agreement made & entered into this 10th day of May 1844
between Thos Smith & Mr C Adams. The former employs the latter as his man-
ager the present year & engages to furnish him with four hundred pounds
of pork, seven bails of corn & pay him at the end of the year one
hundred dollars. He is permitted to raise fowls of the ordinary
domestic kind giving said Smith one half of the proceeds of the
same, but should he choose to raise turkeys he is to give said
Smith two thirds. In raising fowls of all description, he is at
liberty to use in the course of the year one barrel of corn no more.
He is at liberty to keep one or two milch cows, feeding them only
as the barren cattle are fed. He is to raise nothing more.
Said Smith places under the control of said Adams, seven hands, three
horses & three sters. With these he is to cultivate the gardens, keep
the house of said Smith plentifully supplied with wood & meat &
furnish him a riding horse when wanting as well as culti-
vate the farm. From 1st April to 1st October said hands & team are not
to be employed in getting & hauling wood for fire, or in any other
wise, out of the farm, unless for great necessity, nor are they to be
employed or permitted to loiter about the houses, except as above
or by my special direction, but are to be diligently engaged
on the farm and in farming operations early & late. The labor
is always to be so judiciously arranged, as to have work to do in
doors on rainy and in bad weather. All the foregoing the said
Adams engages to do & see done faithfully binds & obliges himself

diligently to superintend and manage the farm and repairs of
said Smith as truly, diligently & economically, as though they were his
own, to take the very best care of every thing entrusted to his man-
agement. to keep off all trespassers. to render a faithful, full
and just account of every thing his fine to as shown above all
the work he possibly can to procure and in every way, manage
the best and most efficiently. Making mats, baskets, cleaning
out stables, shelling corn and such like constitute fit & proper
employment for bad weather. Witness our hands the day &
year above.

Wm. Smith
Wm. Smith

Wm. Smith

367.21

I, *White his* On demand I promise to pay to
order or Assigns, the just sum
of 367. Dollars and 21 Cents, for value received; for which payment
well and truly to be made, I bind myself my Heirs, Executors and Administrators, jointly
and severally, firmly by these presents; as witness my hand and seal this 30th
day of July 1842.
TESTE,

J. M. Brown



J. White

white

50/100

100
100

J. Smith
for notes

$$\begin{array}{r} \$367.21 \\ 1174.21 \\ \hline \$293.00 \end{array}$$

48c. d. l. 28

On demand I promise to pay Dr Clafree for medical services to farming up to this time sixty six dollars & seventy five cents. As witness my hand and seal This 16th Octor 1840 —

\$66. ⁷⁵/₁₀₀

Wm Smith *Received*

Sapient without reason
against me or my reform
evolution The within note
to Mr Mason ~~travels~~ for
a Mr Smith

A. M. Glapwell

Thomas G. Smith
Note

No. 6. p. 3

Acce Mrs E D Goodwin as bal. on P D Goodwin bond
of \$320 The sum of twenty dollars.

This acc like bond to C. H. G. of \$150 to be paid
when Peter pays his to me or when consent to myself

~~Wm Goodwin~~
H. G. 1837

Mr E L Goodwin
Bond \$20.00
Recd. mtd.


No 5 p. 3

I have no^d payment of Ann (the Smith with the assets
of her husband for the full amt of my loan, principal
interest. The same is now for her sole & exclusive benefit & is
the same secured in deed of trust from said Smith to J. J. Goodwin

Elizabeth D Goodwin Nov 11 9

\$150.00

On demand I promise to pay or cause to be
paid unto Clara H Goodwin one hundred ~~and~~
fifty dollars in full of the interest in the bal.
ance on the administration of Mrs E L Goodwin
as ^{Com} ~~admn~~ of E Goodwin and as for report of
Comrs. Witness my hand here This first day
of Aug 1839. —


J. H. Goodwin

1842^{er}
 Jan 1 By cash in paid. This was paid
 in the sum
 of \$ 684.22
 1843 \$20.22
 Jan 1 Recd L. T. on within bond 6.00

Matt
 to Bond
 for
 150.00
 1 Jan 1839

No. 4. p. 3

Received of Mr. Ann Maria Smith; sixteen Dollars
Interest ^{is full} on Bond of one hundred & fifty Dollars up
To this Date, January 1st 1843.

Clara H. Goodwin

I have no payment of Ann Mr. Smith with the assent
of his husband for the full amt of my bond principle and
interest. The same is now for the sole & exclusive benefit of
The same secured in and of trust from said Smith to J. J. Goodwin.

A. H. Goodwin

32. 42

On the first day of March eighteen hundred
and forty two I promised to pay or cause to be
paid unto George W Purdie, his heirs &c the just
and full sum of Three hundred twenty dollar
forty two cents, bal and on third day month
brought by one of him called Reverence to which
payment well and truly to be made. And now
in my heirs &c presence by these presents. With
up my hand and seal this first day of March
1841.


Wm. Smith

1842 Sept. 15th Recd. one hundred & forty four dollars & 30 cts
in part of the within

Mrs L. D. Leman

Thos Smith

To { Note

Geo W Purdie

\$320,42

Dec 1st Mch 1842



N^o 3 page 3

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING.

WE COMMAND YOU, that of the goods and chattels of *Thomas Smith*

late in your bailiwick, you cause to be made the sum of *One thousand dollars with legal interest thereon from the first day of March 1843 till paid.*

which *Reuben R. Chapman assignee of Geo. W. Purdie*
lately in the Circuit Superior Court of Law and Chancery of the County of Isle of Wight hath
recovered against the said *Smith*

as well for a certain debt as for interest thereon; Also, *Six dollars and ninety one cents*
which to the said *Chapman*

in the same Court were adjudged for *his* costs by *him*
in that behalf expended; whereof the said *Smith* is

convict as appears to us of record. And how you shall have executed this writ, make known at the Clerk's
Office of our said Court, at rules to be holden for said Court, on the first Monday in *January* next.

And have then there this writ. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at the Court House,
the *18th* day of *October* A. D. 1843, and of the Commonwealth the

6th

A. copy

Teste

N. P. Young Clk.

J. P. Mills D.C.

No. S. C. P. 41

H. H. Chapman a/c:

(25) ^{Jan} 1844

Thomas Smith

To January 1844
Day

Nulla Bona

Whitehead St.

for Conf. Dr. & Exp.

Jan 2nd 1844

A. Copy
Text

J. P. Mills Esq.

No. 2. p. 2.

Deposition of T. Taylor taken before Commissioner B-
Lighthart in Smithfield, to be used in evidence in ac-
count to be taken in evidence in account to be taken
under an order of the Circuit Court of the State of Illinois
in Suit of Mitchell vs. Miller & Price vs. Smith -
Taken in Subpoena of Smith at the instance of C. B. Hay-
den his Attorney -

The deponent being first sworn on the Holy Evan-
gelist depored as follows - The deponent was present
at the sale made of the Marengo estate in 1843 (July)
made by J. Fitzhugh, & W. R. Mason as Trustees in the
hands of Trust executed by John Smith, to some debt
due then & by the Commission of the Court under
the decree of the Court in the record of the cause
mentioned in the caption of this Deposition
& that although there were a number of persons
present at the place sale, there was no per-
son present wanting the place, who could
command the cash necessary to pay the
amount due under the deeds of Trust, the
Trustees deeming it their duty to sell the place
if possible provided the amt. of the liens
could be raised thereby & feeling desirous
to prevent too great a sacrifice of the property
upon consultation with the deponent agreed
to put up the place at \$3000, as the lowest
sum at which the place would
be allowed to be sold the place was ac-
cordingly put up by the auctioneer at that
sum after being cried at that price
for some time Wentworth Price bid one
dollar over that sum & he accordingly
became the purchaser - The deponent
was then satisfied that the place was
sold for less than its value & for a
less sum than could have been ob-
tained for it if sold to a credit
could have been given for a larger part
of the purchase money - in confirmation
of this opinion the deponent states that in 1843
in August or a few weeks after the ^{sale} ~~sale~~
W. R. Mason, as agent of Price the above pur-
chaser sold the place at private sale
for \$4200 to Daniel Coakley, one third
the deponent believes was paid for cash & the
balance on a credit of one & two years from the

^{with interest from that date}
1st of Jan 1844. The deponent after reflection thinks that
instead of the 2nd payment being in cash it was to
be paid on the 1st of Jan 1844. The deponent has
reason to believe that the said sale was a good one
one as could possibly have been made for the Mill
ville tract & Mill at the first sale herein men-
tioned. There was an active competition between
two neighbours who wanted the Mill & it was
the general opinion of those at the sale that it
bought its full value -

Jabez W. Taylor

Deposition of J. Taylor
taken before Commissioner
Sight & Co. in settlement
of acct. in trust of Mill & Co.
vs Smith & Co. as Smith & Co.

Deposition of James H. Wilson taken before
Commissioner B. L. Lippitt in suit of ~~Smith~~ ^{Wilson} vs. ~~Smith~~ ^{Wilson} & Pine vs. Smith -
he was in evidence in account to be taken in
an order of Circuit Sup. Ct. in suit of ~~Wilson~~ ^{Wilson} vs. ~~Smith~~ ^{Wilson} & Pine vs. Smith -

The deponent being first sworn on the Holy Evan-
gels depose as follows: That sometime in the
year 1839 the deponent had a negotiation with Thomas
Smith for the purchase of Warens a tract of land
supposed to contain about 760 acres situated
on the Potomac in King George County Va. The
deponent visited said place & after having seen
& examined it offered for it \$5,000 which
said Smith refused, he asking for it \$9,000 -
while deponent subsequently agreed to give
but on proceeding to complete the negotiation in
consequence of subsequent conditions arranged by
said Smith the deponent declined the purchase
& the negotiation consequently ceased - The
said Smith represented to deponent that there was a
fine fishing attached to the place of great value,
but the deponent considered the value of the fishing
as doubtful it not having been tried as a fishing
was not much influenced in his offer by the
supposed value of the place as a fishing -
The deponent considered the place of great value
of the said offer very pleasantly & conveniently situated - containing
large deposits of Oyster shells, with which
deponent thought he could improve the fertility
of the place, which in connection with its
beauty & other desirably qualities induced
him to make the said offer - After the
purchase of Warens by Westworth & W. Pine
the deponent offered said Pine a quantity
of a share of his real estate & Land Company
of \$500 - The said share of stock being particu-
larly valued at \$4000 - which Pine de-
clined but agreed to take the stock & \$1000 -
Deponent was willing to give the said price
as not valuing the stock as highly as those
who placed its value at \$4000 - The depo-
nent says that at the time of visiting the said place
it was occupied by two tenants who paid a pro-
portion of the crop for rent which deponent
thinks was small as but a small portion of the
land ~~was~~ ^{not} cultivated & the tenants poor

able to command only a small price - The buildings
were in a dilapidated condition - There being no out
houses ~~house~~ except one or two old buildings of
little or no value - The fencing the deponent thinks
was not in good order but he did not take
particular notice - The fencing was chiefly of
spence pine limbs, but chiefly of rails - but
the fencing was sufficient to protect the crop
at the time of his visit there was a growing
crop on the place - The deponent understood
from Mr Smith the place had been rented
out for a number of years -
The deponent after having made the offer of \$8000
consulted a gentleman residing in the neighborhood
(Mr George Ashton) long acquainted with
the value & capacities of the place to give his
opinion of its value which he said he considered
to be \$8000 - in the year 1839 lands were high
& fell considerably before the year 1842 in which year
the deponent would have been unwilling to give
\$9000, ~~at~~ which time the deponent would not
have given more than \$5000 - The same was
in the same condition in 1839 - The deponent would
~~not~~ have given \$5000 & would now give
that price if he was a purchaser - The deponent
was on the farm about 2 or 3 hours - never having
seen the place before or since - The deponent states
that the land was good, of a light stubby soil -
well adapted to corn though not to wheat -
injured by long cultivated injudicious
farming, but capable of being restored by the
shells is abundant & commonly found upon
the place - The deponent understood that the
land yielded wheat - The deponent added
that there was a building situated on the place on
the river, of a small size a dutch roof shelling
house with one room on a floor with a passage -
W. C. C. C.

Deposition of Jas R.
Wilson taken before
Commissioner Lightfoot, in
settlement of apts in
Suits of Withens vs Smith
& Pierce vs Smith -

At a Circuit Superior Court of Law and Chancery held for the County
of Schofield on the 17th day of May 1844 -

Thomas N. Pince, Wentworth W. Pince and
Margaret Pinner — — — — — Plffs.

Against

1st Thomas Smith, Ann Mariak Smith (wife of Tho. Smith)
George Wilson, John Thomas Goodwin, Williams Smith,
William Bell, James M. Smith, Wiley R. Mason, A. J. C. Keck, In Chancery
J. H. & S. Smith late partners, Thomas O. Flint and St. Hill jr.
under the Style of Thomas O. Flint & Co. and Lewis Turner
and the said Thomas O. Flint partners under the Style
of Turner and Flint. — — — — — Defts.

John Withers

Against

2nd Thomas Smith, Ann M. Smith, John Thomas Goodwin,
James Smith, Isabet Smith, Thomas Smith jr. (Mary W.
Smith, Lilliston Smith & Ann Mariak Smith the In Chancery
last five infants, George Wilson and Gray Canole Defts.

On Motion of the plaintiffs in the first cause it is ordered that the said two
causes be heard together, and that the decree pronounced in the cause
of Withers vs Smith (herein designated as the second cause), at the last
term of this court be set aside - and now the said two causes come on
this day to be heard together - In the 1st cause, the defendant A. J. C. Keck
who is out of the country and against whom the plaintiffs have
proceeded in the mode prescribed by law against absent defendants
file failing to appear and answer the original and amended
Bill, filed in this cause, On Motion of the plaintiffs by their counsel
the court doth take the said Bills for confessed as to that defendant,
and the said Bills having been filed and the service of the Subpoena
Acknowledged by the defendants J. H. Smith and Henry Smith (composing
the late firm of J. H. & S. Smith) Thomas O. Flint of the firm of Thomas O.
Flint & Co. for himself and his partner Henry Bell jr. composing the said
firm, and as surviving partner of the late firm of Turner and Flint
composed of himself and Lewis Turner, who is dead, and as to whom
the suit is hereby stated, and they still failing to appear and
answer, On like Motion the court doth take the Bill for confessed
as to the said last named defendants, and the said cause coming
on again to be heard this day on the papers formally read therein, on the
Answer of the defendant W. R. Mason to the original Bill now

filed by leave of the Court - And in the cause of Withers vs Smith the death of the defendant Gray Canale is suggested and he having no further interest in the suit it is ordered to abate as to him, and to stand dismissed - And the said Cause now coming on to be again heard on the papers formerly read therein, and both of the said Causes thus coming on to be heard were argued by counsel on consideration whereof the Court in the said two causes doth Adjudge, Order and decree that the Commissioners of this Court take an account of the demands of the plaintiffs in the first cause, and of all the other Creditors of the defendant Thomas Smith secured by the deed of Trust mentioned and referred to in the Bill of the plaintiffs in said cause who may choose to come in and prove their claims before the Commissioners upon the usual terms of agreeing to contribute to the expenses of the said suit, such liberty being reserved to said Creditors by this decree, and that the said Commissioners ascertain and report to the Court the value of the property conveyed by the defendant Thomas Smith to the depts John Thomas Goodwin and James M Smith as trustees of his wife by deed of March 1. 1842 referred to in the proceeding, at the date of said conveyance, and what has become of said property by whom the same is now held and also the value of all the Real Estate conveyed by the defendants Thomas Smith and wife by the several deeds in the proceedings mentioned, filed as exhibits with the Bill of the plaintiffs in the 1st Cause and that said Commissioners also ascertain and report the absolute value of the down and fee simple interest of the defendant Ann Mariab Smith in the land conveyed by the said deed, and that he also ascertain the amount of the debts due the defendant Smith assigned by the said Smiths to the defendant W.R. Mason distinguishing the Separate debts from the desperate and that he ascertain State and report such other matters and accounts as ~~may~~ ^{may} of the parties in the said causes may deem material and require to be stated, and in the cause of Price and others vs Smith & others heretofore designated as the first cause the Court ^{doth further} Adjudge, Order & decree that the sale made by W.R. Mason and Lawrence Taylor as Commissioners under the decree heretofore rendered in said cause of the Melville and Maringo tracts as shown in their report of sale heretofore rendered to Court be

confirmed, and that the conveyances by the said Commissioners to the purchasers thereof be also confirmed, and the said Commissioners are hereby authorized and required to complete the execution of the decree rendered in this Cause at the last May term by selling the remainder of the Real Estate of the defendant Thomas Smith authorized to be sold by said decree on the terms therein mentioned and make report to the Court - And the Court doth hereby authorize Lawrence Taylor the Attorney of the plaintiffs to receive and collect the debts due to the said Thomas Smith and assigned by him in his deed of March 1st 1842 to W. R. Mason, and to deposit to the credit of the cause the amounts received by him after deducting the expenses and charges for collection in the Office of the Farmers Bank of Virginia at Norfolk, and make report to the Court of the amount so collected and deposited by him.

A, copy

Teste

J. G. Mills D.C.
E

May June 1844

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING.

We command you that of the Goods and Chattels of *Thomas Smith* (who is a joint obligor with *Wm Smith* and *Wm Bell*,

late in your bailiwick, you cause to be made the sum of *Three thousand two hundred and nine dollars and ninety three cents* with legal interest on *three thousand one hundred dollars* from the *1st day of July 1840* till paid

which *John Withers*

lately in the Circuit Superior Court of Law and Chancery of the County of Isle of Wight hath recovered against the said *Thomas Smith*

as well for a certain debt as for interest thereon:

Also *seven dollars and ninety nine cents* — — — — — which to the said *John Withers*

in the same Court were adjudged for *his* costs by *him* in that behalf expended; whereof the said *Thomas Smith* is

convict, as appears of Record: And how you shall have executed this writ, make known at the Clerk's office of our said Court, at Rules to be holden for the said Court, on the first Monday in *June* next. And have then there this writ: Witness NA-

THANIEL P. YOUNG, Clerk of our said Court, at the Court House, the *10th* day of *may* A. D. 1842 and of the Commonwealth the *16th*

N. P. Young ed

" To hand May 30th 1842.

Jr^s J. G. Butt Deputy for
Benjamin Drew shff. "

" Nulla Bona W^m Whitehead Ds. for Benj. Drew shff.
June 7th 1842. "

Copies

to

W^m Loomis Clerk.

Withers

W:

Gault

to Gov. Pifer:

1974. 30

Twelve months after date we promise
to pay to Turner & Went their heirs or assigns
the just and full sum of Nineteen Hundred
& Seventy four dollars & Fifty cents for Value
Recd. Interest thereon from the date hereof to
which Payment we bind ourselves our heirs exe-
-utors &c.

Witness our hands and seals this 25th day
of March 1856

Wm Smith Seal
Wm Smith Seal

Wm
William Smith
died 25th Nov 1836

N^o 2. p. 6

leaps N^o 3

DOLLS. 1000

FREDERICKSBURG, . 1st Feb

1838.

For cash after date, I promise to PAY to the Order of
Thomas Smith (payable and negotiable at the
Office of Discount and Deposit of the BANK OF VIRGINIA, at Fredericksburg,)

one thousand Dollars,

_____ Cents, for value received.

Amos M.

Dec. 1833

Oct. 1. p. 5

Wm. H. H. H.

Thos. A. Hunt &
Leah. F. F. F.

Pa. 1000

~~1000~~

1000

1000

1000

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING.

WE COMMAND YOU, that of the goods and chattels of *Thomas Smith joint*
obligor with William Smith and William Bell.

late in your bailiwick, you cause to be made the sum of *Three Thousand two hundred*
and nine dollars and 93 cents with legal interest on
\$3100. from the first day of July 1840 till payment.

which *John Withers*

lately in the Circuit Superior Court of Law and Chancery of the County of Isle of Wight *Smith*
recovered against the said *Smith*

as well for a certain debt as for interest thereon; Also, *\$7. 91 cents*
which to the said *John Withers*

in the same Court were adjudged for *his* costs by *him*.

in that behalf expended; whereof the said *J. Smith* is
convict as appears to us of record. And how you shall have executed this writ, make known at the Clerk's
Office of our said Court, at rules to be holden for said Court, on the first Monday in *June* next.

And have then there this writ. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at the Court House,

the *10th*
66th

day of *May*

A. D. 1842, and of the Commonwealth the

N. P. Young Ck.

Copy. Teste N. P. Young Ck.

"Pulla Bone"

"Mickthuaa" for 13 Aveo W.H. 11"
"Dec 7. 1842."

Within
v. 1/2 Co. fifa,
Smith

Given in the
care of William
Spier,
Smith



No 1. p. 6
Clasp No 3

21/10

1

$$\begin{array}{r} 463 \\ \times 12 \\ \hline 926 \\ 9260 \\ \hline 5564 \\ 113 \\ \hline 5577 \end{array}$$

$$\begin{array}{r} 242 \\ \times 26 \\ \hline 1452 \\ 4840 \\ \hline 6292 \\ 113 \end{array}$$

1
Lectures against Tho:
Smith.

No. 100 N. 3

Table autum

may 1845

said Report in ^{all} other particulars ~~except~~ but as amended by Statement
XX herein before referred to doth A & H that the Clerk of this
Court deliver to Jazewell Taylor ^(removed for the custody of 7 Smith in the 1st Cause) the Bonds of Wentworth & Percie

Ed Lewis. Wotton. S. J. Brown. Hoakley. Gordon and Robinson
^{said Jazewell Taylor & W. H. Mason}
to which said Bonds were returned by the Commissioners of sale
appointed by the decree heretofore entered in the first Cause upon his
executing and delivering a receipt for the said Bonds which shall be
filed with the papers in the Cause and the said Jazewell Taylor is
hereby authorized to collect the said Bonds and to deduct from the
amounts collected by him a Commission of $2\frac{1}{2}$ per cent for collecting
^{except the Bond of R. H. Gordon}
the same and to distribute the net proceeds of said Bonds between

F. Percie & Wentworth Percie, R. K. Chapman, Wells & Nickerson
Samson White, W. C. Adams, Isaac Holliman, Willis Wilson
Albert Clarke, James Chalmers, Thomas Adams, Thomas H. Botts
and E. G. Mason ^{creditors of the defendant Thomas Smith} in proportion to their respective demands as shown
by Report of Commissioners Lightfoot and Statement XX aforesaid, and
that out of the sum collected from ~~R. H. Gordon~~ ^{Peter D.} on his Bond he pay
to ~~Charles B. Hayden~~ Ann Hannah Smith wife of the defendant Thomas Smith

(for her sole and separate use free from the control of her husband (for receipt
to be sufficient evidence of the payment by the said Taylor) and a portion of Claim
H. Gordon, E. D. Gordon and A. M. Glatfelter the sum of \$294.69 amount of
principal portion of the said claims as shown by Page 15 of Commissioners Report
with interest on \$236.25 from 10th February 1846 till paid, and distribute the
balance of the Bond of the said R. H. Gordon among the creditors above named
and that the said Jazewell Taylor return to the Court an account of his said
payments under this decree to the Court: And it is further hereby adjudged
ordered and decreed that upon the payment of the said Bonds the said Jazewell
Taylor and W. H. Mason the Commissioners of sale to whom the said Bonds are payable
execute and deliver to the said Ed Lewis, P. D. Gordon, Littleton Gordon, William
Cotton, S. J. S. Brown and Hoakley, good and sufficient deeds of conveyance for
the several tracts of land and houses entered purchased by them respectively as shown
by the Report of sale returned by the said Commissioners at the last term of
this Court: The expense of said deeds to be paid out of the funds hereby authorized
to be collected by said Taylor: And it is further ordered that the said Jazewell
Taylor draw out from the office of the Farmers Bank of Virginia at Norfolk by his
check which shall be a sufficient evidence of the payment by the Bank the sum of
\$218.22 deposited by him as receiver in the first Cause and now standing to the
credit of the said Cause in said Bank which sum he will also distribute among
the creditors of the said Thomas Smith herein first above named and return his
distribution thereof to the Court: And the Court doth further A & H that Jazewell
Taylor and Charles B. Hayden who are hereby appointed Special Commissioners
for that purpose sell at public auction to the highest bidder the tract of land
with the improvements appurtenant thereto belonging known and referred to in
the proceedings as The Grove Property situated on the Town of Smithfield according
to its present boundaries: first giving sixty days notice of the time and place of
sale by advertisement in one or more of the newspapers published in the City of Norfolk
at the Court House Room of this Court or some other day: the said sale to be made
on a credit of 12 months: Except so much as shall be sufficient to defray the
expenses of the sale ~~the net proceeds of which~~ which shall be for cash and Bonds with good
security to be taken by said Commissioners for the deferred payment: And the title of the premises
returned as further security which Bonds together with their Report of sale the said Comm^{rs}
will return to the Court: the question as to the distribution of said ~~net~~ ^{proceeds} of the Bond of R. H.
Gordon taken for the balance of the ~~proceeds~~ ^{proceeds} money of Percie & Wells being hereby reserved:
And it is further ordered that the said Jazewell Taylor out of the money to be drawn by him from the
Bank as above directed pay to Commissioner Lightfoot the sum of \$77 charged by him for his Report

1st Cause

Thos. H. Peirce, Wentworth W. Peirce and Margaret Penner vs. Pepp.

Thos. Smith & Ann Maria his wife. George Wilson. John Thomas Gordon. Wm. Smith. Wm. Bell. James M. Smith. Wiley R. Mason. A. J. C. Keech. & H. H. Smith late partners. Thomas O. Hunt and H. H. Bell jr partners existing under the firm style of Thomas O. Hunt & Co. and Lewis Turner and the said Thomas O. Hunt partners under the firm style of Turner & Hunt. Defendants.

2nd Cause.

John Withers

Thomas Smith & Ann M. Smith his wife. John Thomas Gordon. James Smith. Caleb Smith. Thomas Smith jr. Mary W. Smith. Lettice Smith & Ann Maria Smith. The four last being infants under the age of 21 years by James White their Guardian ad litem appointed to defend them in this suit and George Wilson. Def^{ts}.

These causes came on again to be heard together on the papers formerly read therein and on the Report of Master Commissioner Lightfoot taken and returned to court in pursuance of the decretal order heretofore pronounced in these two causes on the 17th day of May 1844. to which Report the Exceptions were filed and also on Special statement marked XX accompanying the decree prepared and submitted by the Plaintiff in the 1st Cause as an Amendment and addition to said Report which as it does not alter the substance of said Report but is only explanatory and confirmatory of the same is approved and adopted by the Court and were argued by Counsel on consideration whereof the Court reserves for future decision the points raised by the Pleasings in both causes as to the lien of the Judgment of John Withers in the proceedings mentioned. and also as to the Estimate made by Comm^r Lightfoot of the absolute value of the Woven and Fee Simple Interest of the defendant Ann M. Smith in the lands conveyed by all the deeds in the proceedings mentioned as shown on pages 10, 11, & 12 of said Report. and the valuation made by the said Commissioner of the gross value of said ~~land~~ lands as shown on Pages 6, 7, 8 & 9 of said Report. and with consent of the Plaintiff in the first cause by the Court liberty being reserved to the said Ann M. Smith to shew by any further evidence she may ^{hereafter} adduce her right to a larger allowance for her Woven & other interest conveyed by said deeds. as also her right of substitution (if any) to any debt due from the defendant Thomas Smith. and account by his general Trust deed in the proceedings mentioned. recorded in King County which may have been paid out of any funds belonging to her in the same manner as if these points had been reserved by exceptions to the said Report and confirmatory

At a circuit Superior Court of Law & Chancery held for the County of
Isles of Wight on the 22nd day of October 18437

1st cause, Thomas M. Pince, Wentworth M. Pince and Margaret Pince

Pufs

Against

3 In Chancery

Thomas Smith & Ann Mariah his wife, George Wilson John Thomas
Goodwin, William Smith, William Bell, James M. Smith, Wiley S.
Mason, A. J. C. Ketch, J. M. & S. Smith late partners, Thomas O. Flint and
S. M. Bell Jr. partners trading under the firm style of Thomas O. Flint
& Co. and Lewis Turner and the said Thomas O. Flint partners under
the firm style of Turner & Flint.

Defts

2nd cause John Withers

Pufs

Against

3 In Chancery

Thomas Smith & Ann M. Smith his wife, John Thomas Goodwin,
James Smith, Caleb Smith, Thomas Smith Jr. Mary M. Smith,
Lettitia Smith & Ann Mariah Smith the five last being infants
under the age of 21 years by Sampson White their Guardian ad
litem a pique to defend them in this suit and George Wilson

Defts.

These causes came on again to be heard together on the papers formerly read therein and
on the Report of Master Commissioner Lightfoot taken and returned to court in pursuance
of the Decretal order heretofore pronounced in these two causes on the 17th day of May
1844, to which Report no Exceptions were filed, and also on Special Statement marked X
accompanying this decree prepared and submitted by the Counsel for the plaintiffs in
the 1st cause as an Amendment & addition to said Report, which as it does not
alter the substance of said Report but is only explanatory and confirmatory of the
same, is approved and adopted by the court, and was argued by counsel on
consideration whereof the Court reserving for future decision the points raised
by the pleadings in both causes as to the law of the Judgment of John Withers
in the proceedings mentioned and also as to the Estimate made by Commissioner
Lightfoot of the Absolute Value of the Down and fee simple Interest of the defend-
ant Ann M. Smith in the land conveyed by all the deeds in the proceedings mentioned
as shown on pages 10, 11, & 12 of said Report and the Valuation made by the said
Commissioner of the Crop Value of said lands as shown on pages 6, 7, 8 & 9 of said
Report, and with consent of the plaintiffs in the first cause by their Counsel, liberty
being reserved to the said Ann M. Smith to show by any further evidence she may
hereafter adduce her right to a larger allowance for her Down & other interest
conveyed by said deeds, as also her right of Substitution (if any) to any debts due
from the defendant Thomas Smith, and secured by his general Trust deed
in the proceedings mentioned, recorded in King George County which may have
been paid out of any funds belonging to her in the same manner as if those
points had been reserved by Exceptions to the said Report, and confirming said
Report in all other particulars but as amended by Statement X & X. herein before
ordered to doth adjudge, order & decree that the Clerk of this Court deliver
to Tazewell Taylor (Counsel for the creditors of T. Smith in the 1st cause) the Bonds
of Wentworth M. Pince, S. Lewis, W. Cotton, S. J. Brown, D. Coakley, L. Goodwin
and O. D. Goodwin which said Bonds were returned by said Tazewell Taylor
& W. S. Mason the Commissioner of sale appointed by the decree heretofore
rendered in the first cause upon his executing and delivering a receipt for
the said Bonds which shall be filed with the papers in the said cause
and the said Tazewell Taylor is hereby authorized to collect the said Bonds
and to deduct from the amounts collected by him a commission of 2 1/2

for and for collecting the same and to distribute the net proceeds of said Bonds except the Bond of P. D. Goodwin, between J. M. Prince, Mountworth W. Prince, H. H. Chapman, Mills & Dickson, Sampson White, M. B. Adams, Josiah Holleman, Mills Wilson, Albert Black, James Chalmer, Thomas & Adams, Thomas D. Rotts and J. G. Mason creditors of the defendant Thomas Smith in proportion to their respective demands as shown by Report of Commissioner Lightfoot and Statement XX aforesaid and that out of the sum collected from Peter D. Goodwin on his Bonds he pay to Ann Mariah Smith wife of the defendant Thomas Smith for her sole and separate use (free from the control of her husband) her receipt to be sufficient evidence of the payment by the said Taylor) And assigner of Clara D. Goodwin, E. D. Goodwin and M. Stapell the sum of \$294.69 amount of principal interest of the said Claims as shown by page 15 of Commissioner's Report with interest on \$236.75 from 10th February 1840 till paid, and distribute the balance of the Bonds of the said P. D. Goodwin among the creditors above named and that the said Tazewell Taylor return to the Court an account of his said payments under this decree to the Court and it is further hereby adjudged ordered and decreed that upon the payment of the said Bonds the said Tazewell Taylor and M. R. Mason the Commissioners of sale to whom the said Bonds are payable execute and deliver to the said J. P. Lewis, P. D. Goodwin, Satchel Goodwin, William Cotton, J. S. I. Brown and D. Croakley good and sufficient deeds as Commissioners for the several tracts of land and Down interest purchased by them respectively as shown by the Report of sale returned by the said Commissioner at the last May term of this Court - the expense of said deeds to be paid out of the funds hereby Authorized to be collected by said Taylor - And it is further ordered, that the said Tazewell Taylor draw out from the office of the Farmers Bank of Virginia at Norfolk by his check, which shall be a sufficient evidence of the payment by the Bank - the sum of \$218.72 deposited by him as accisor in the first cause and now standing to the credit of the said cause in said Bank which sum except as hereafter mentioned he will also distribute among the creditors of the said Thomas Smith herein first above named and return his distribution thereof to the Court - and the Court doth further adjudge order and decree that Tazewell Taylor and Charles B. Payden who are hereby appointed Special Commissioners for that purpose sell at public Auction to the highest bidder the tract of land with the appurtenances and improvements thereto belonging known and named to in the proceedings as the Grove Property situated in the Town of Smithfield according to its present boundaries - first giving sixty days notice of the time and place of sale by advertisement in one or more of the newspapers published in the City of Norfolk and at the Court House door of this County on some Court day - the said sale to be made on a credit of 12 months except so much as shall be sufficient to defray the expenses of the sale which shall be for cash, and Bonds with good security to be taken by said Commissioners for the deferred payments, and the title of the premises retained as further security which Bonds together with their Report of sale the Commissioners will return to the Court. The question as to the distribution of said Bonds and also of the Bond of R. D. Whitfield taken for the balance of the purchased money of Princeville being hereby reserved, And it is

further ordered that the said Tazewell Taylor out of the money to be drawn by him from the Bank as above decreed pay to Commissioner Lightfoot the sum of \$7⁷⁸ - charged by him for his Report -

A. Copy Teste J. P. Mills D.C.

Pierce vals:
against $\frac{3}{7}$ Copy Moore
Smith vals

Oct 1845

Taylor v
Hayden S. C. directed
to see the Bone

Account No. 1.

An account of the demands of the Plaintiffs in the first cause & of all other creditors of Thomas Smith secured by the deed of trust mentioned & referred to in the Bill of the plaintiffs in said cause, who may choose to come in & prove their claims before the Commissioners.

for Thomas N. Peirce & Wentworth W. Peirce \$ 5000 00
Interest from 1st Jan^y 1841 till Oct. 18th 1845 1440 00
===== \$ 6440 00

The consideration of these bonds was for the purchase money of the "Grove" property mentioned in the Bill, for which said Smith assigned to said Peirce the bonds of William Smith & W. Bell stated in Schedule A annexed to trust deed to W. R. Mason, upon which bonds nothing has been paid by said Smith & Bell, or received from any other source on account thereof.

Thomas Smith by his counsel claims an abatement in the above demand in consequence of a portion of the tract conveyed by Peirce, being now in the possession of others; Peirce's title not having proved good. The strip of land thus referred to seriously affects the value of the property, as it destroys the value of the lot as building lots, & exposes the dwelling house to the offensiveness of the necessary houses.

Peirce's counsel objected to this abatement, it not being claimed in the pleadings & there being no proof known to the counsel sustaining this claim. & if any such abatement could be sustained it should be offset by the balance which will be due to the Plaintiff, after receiving the payment that will be due from the trust amount.

Upon evidence before your Court he has ascertained the abatement to be \$ 300.00

Kena K. Chapman Agt. of Geo. W. Purdie for \$ 1000
Interest from 1st March 1843 till Oct. 18. 45 158 00

On this bond Chapman obtained a Judgt. in the Circuit Superior Court of said & Chancery for this county, a copy of the execution, which issued on said Judgment is herewith filed.

Wills & Dickson Agt. of Geo. W. Purdie bond for \$ 320.42
Interest from 1st March 1842 till Sept. 15th 1842 10 41
3rd 320 83
paid Sept. 15th 1842 as by credit on bond 144 50
186 33
Interest from 15th Sept. 1842 till Oct. 18. 1845 34 53
===== \$ 222 00

Clara N. Goodwin on bond for \$ 150 00
Interest from 1st Jan^y 1839 till 1st Jan^y 1842 27 50
4th 177 00
paid January 1st 1842 20 00
157 00
Interest from Jan. 1st 1842 till Jan. 1st 1843 10 40
166 18
paid January 1st 1843 10 00
156 18
Interest from Jan. 1. 1843 till Oct. 18. 1845 25 20
===== \$ 175 38

Elizabeth D. Goodwin bond for \$ 20
5th Interest from 1st Jan^y 1839 till Oct. 18. 1845 8 16
===== \$ 28 16

Doct. A M. Glaspell bond for 66 75
6th Interest from 16th of Oct. 1840 till Oct. 18th 1845 20 00
===== 86 75

Bonds Nos. 4, 5 & 6 are assigned by the obligees to Mrs. Ann Maria Smith wife of the defendant. Thomas Smith & are especially secured by deed on land in Caroline County, filed with this bill in exhibit L.

Simpson White bond for \$ 367 21
the day after the execution of the bond, the Doct. 3
Thomas Smith paid S. White 34 21
7th 293 00
Interest from 27th July 1842 till Oct. 23rd 1843 21 74
314 74
paid October 23rd 1843 55 00
259 74
Interest from 23rd Oct. 1843 till Dec. 11. 1843 2 33
262 07
paid December 11th 1843 53 50
\$ 208 57

amt. carried to Page 4

Sampson White, amt. brought from page 3. \$ 208 57
 Interest from Dec. 11. 1843 till Feb. 23. 1844 2 39
 7th 211 16
 paid February 23. 1844 1 00 00
 111 16
 Interest from 23. Feb. 1844 till Oct. 18. 1845 11 04
\$122 20

William C. Adams, on bond for services as Overseer
 for the year 1842 & for hire of boy Toney from Jan. 1. 1842
 1842 till 29th July 1842 \$ 126 25

By amount of articles obtained from the Farm \$ 48 34
 By one set of bastons 5. 00
 By cash by the hands of J. R. Wilson 15 00
 By this amt. by the hands of S. White, Jan. 1. 43 3 57
71 91
 54 34
 Interest from Jan. 1. 1843 till Oct. 18. 1845 9 08
63 42

8th

One other bond for Stock sold due 3rd May 1842 150 00
 Interest from 3rd of May 1842 till Oct. 18th 1845 40 20
190 20

One other claim on Contract & hire Jan. 1. 1842 140 00
 Interest from Jan. 1st 1842 till Mar 31. 1842 2 10
 142 10
 paid Thomas Adams Mar. 31. 1842 58 08
 83 42

Interest from 31. March 1842 till Apr. 21. 1842 28
 83 70
 paid Samp. White Apr. 21. 1842 42 74
 40 96
 Interest from Apr. 21. 1842 till Oct. 18. 1845 8 55
49 51

due W. C. Adams \$303 13

Josiah Holloman balance \$ 6 23
 Interest from 14th Aug. 1844 till Oct. 18. 1845 44
 9th 6 69

The claim of Josiah Holloman for \$35. as
 named in Schedule has been reduced to the sum
 of \$6.25 as admitted before your Commissioners
 by Holloman

10th Willis Wilson bond \$ 30 00
 Interest from Jan. 1st 1843 till Oct. 18. 1845 5 03
35 03

Albert Clark bond \$ 200 00
 Interest from Feb. 1st 1840 till Sept. 4. 1843 43 10
 243 10

Sept. 4th 1843 Received of Tho. Smith in Saw boots 130 25
 11th 100 85

Interest from 4th Sept 1843 till Dec 4. 1843 1 00
 108 45

December 4th 1843 Rec^d of S. White 14 00
 94 45

Interest from Dec. 4th. 1843 till Oct. 18. 1845 10 37
\$104 82

Query - Is Clark entitled as a Creditor
 for balance? he having received in pay-
 ment of his debt property which was
 conveyed in the act of Trust from Smith

James Chalmers on Acct 8 81
 12th Interest from March 1st 1842 till Oct. 18. 1845 1 81
10 62

Thomas V. Adams bond \$ 382 66
 13th Interest from 31 Mar. 1842 till Oct. 18. 1845 80 41
\$463 07

Thomas J. Botts bond 100 00
 14th Interest from 11th Oct. 1836 till Oct. 18. 1845 54 13
154 13

John Y. Mason Acct 15 00
 Interest from 1st March 1842 till Oct. 18. 1845 2 96
\$17 96

Aggregate amt. \$932 66

to be paid equally out of the trust fund

Class No. 3

1st Thomas C. Hlink on note of Mr. Smith's
 endorsed by Thomas Smith 3 1000.00
 Interest from 1st Jan^y 1839 till Oct. 18. 1845 587 75
 11587 75

2nd Endorsed & held by Thomas C. Hlink & Co.
 a bond of William Smith & Thomas
 Smith to Turner Smith. for 3 1974 50
 Int. from 25th March 1836 till Oct. 18. 1845 1132 93
 3107 43

Class No. 4

John Withers, plaintiff in the second
 cause. The demand of said Pet.
 is on a Judgment rendered in the Circuit
 Superior Court of said Chancery for this
 County on the day of May 1842. On this
 1st Judgment an exco. fisa issued on the 10th
 day of May 1842, & returned "no effects".
 A copy of the fisa marked W. is herewith filed
 This Judgment which remains unsatis-
 fied is for the sum of \$3209 93
 Interest from 1st July 1840 till Oct. 18. 1845 on 3 1001 30
 \$3100.00 4211 23

Account No. 2

Showing the value of the property conveyed by
 Thomas Smith to the Defendants John Thomas
 Goodwin & James M. Smith as trustees of his
 wife by Deed, of March 1st 1842.

The household & kitchen furniture, stock
 of horses, cattle, hogs, plantation utensils &c.
 were levied on by virtue of executions in favour
 of Denison & Wyatt & White, Judgment
 Creditors of Thomas Smith, of which the sum
 of \$177.52 was sold for Denison & \$362.87
 for Wyatt & White.

Your Commissioner has no
 knowledge of any other personal property con-
 veyed by the said aforesaid, save a lot of saw
 books sold to Albert Clark for \$136.25. See a
 statement of Clark's claim, page 5. Acct. No. 11. &

a very old Negro woman, worth nothing,

A tract of Land known as "Peirceville" this
 Land was purchased by Thomas Smith of George
 W. Purdie & Wife 3 3000.00

This Land was under a deed of trust to
 George Wilson to secure the purchase money to
 W. W. Purdie & J. Purdie from whom the said
 Purdie purchased. The said Land was sold
 by the Trustee Wilson for \$2220.00
 of which was paid to Gray Canale 3 1880.48
 Apu. of Purdie leaving the sum of \$339.52
 for which sum of \$339.52 the bond of Robert H.
 Whitfield is filed in the cause.

Your Commissioner was induced to
 value the said Land at the above sum of \$3000.
 because it was in evidence before him, that, that
 sum is offered, & can be obtained for it.
 This Land is in the possession of Albert Sprattley
 the present owner.

Value of Peirceville, deducting the
 amount of the said Loan 1119 52

House & Lot & Lands adjacent to Smithfield
 known as the "Grove" at present in the pos-
 2nd session of Doct John R. Purdie on a Rent of
 \$130. under contract with Sampson White
 Agent for Thomas Smith - valued at \$3500 00

Account No. 3

Showing the value of all the real Estate conveyed
 by the Defendants Thomas Smith & Wife by the
 several other deeds in the proceedings in the first
 Cause mentioned.

1st A Tract of Land in King George County called
 "Marango", lying on the Potomac River 4200 00

See the depositions of James R. Wilson &
 Tazewell Taylor. & report of the Commissioners
 Mason & Taylor filed with the papers in the cause
 Annual value thereof 180 00

1st A tract of Land called Millville with Mile Ste adjoining Marengo valued by the Commis^{rs} at the amount at which it sold, see report of Commis^{rs} Mason & Taylor, filed in the cause
Annual value thereof 1551. 00 90 00

3rd A tract of Land in King George County called "Reynolds tract," valued at amount of Sale, see report of Commis^{rs} Mason & Taylor
Annual value thereof 78 00 5 00

4th Indian Town tract, valued at amount of Sale see report of Commis^{rs} Mason & Taylor
Annual value thereof 81 00 10 00

5th A tract of Land in King George County, the tract on "Potomac Hills," near Potomac Creek, sold by Commis^{rs} Mason & Taylor see Report
Annual value 60 00 5 00

6th A tract of Land in King George County purchased by Smith from Rogers. sold by Commis^{rs} Mason & Taylor see report
Annual value 109 00 10 00

7th A body of Land in Pendleton County - this land has not been sold by the Commis^{rs} & your Commissioner has not been able ^{to obtain} any very definite information respecting it, the valuation put upon it by your Commis^{rs} is from the information obtained from Charles B. Warden who has some knowledge respecting its value - whose statement was on oath before your Commis^{rs} - He is informed that said Smith exchanged for this tract a valuable real estate which has lately sold for \$3994.00
Valued by your Commissioner at 1500 00
Annual value 100 00

All the above Lands from 1st to 7th inclusive are referred to in Plaintiffs Bill in Exhibit I

Tracts of Land in Westmoreland County valued as by 2^d Report of Sales of Commis^{rs} Mason & Taylor - see Report

8th annual value
White Oak Swamp. same report 185 00
annual value 10 00
Sandy Hill tract. same report 178 00
annual value 10 00
Persimmon Hill tract. same report 61 00
annual value 5 00

The above tracts are conveyed as by exhibit K:

A tract of Land in Caroline County about 65 acres, allotted to Smith & Wife, in the division of Lilliston Goodwins estate, who was 9th the Father of Mrs Anne M. Smith - valued as by 2^d Report of Commis^{rs} Mason & Taylor see Report 355 00

This Land was Mrs Smiths maiden property

Interests of Thomas Smith & Wife in the lands & negroes held for life as Dowry, by Mrs E. D. Goodwin, the mother of Mrs Smith, and sold as by said 2^d Report of Commis^{rs} valued at 230 00
to: 9 & 10. were conveyed by and referred to in exhibit L filed in the cause.

Account. No. 4.

Shewing the absolute value of the Lower Interest of Mrs. Smith in all the Lands conveyed in the Deeds referred to, in this cause.

In exhibiting this your Commissioner has assumed the following data:

Annual value of the Lands conveyed			
1 st	Pineville Tract - annual value	100 00	
	deduct portion of the gross value incumbered viz	$\frac{1}{3}$ 30 $\frac{2}{3}$ 63 37	
	Balance of annual value	\$ 36 63	
	Mrs. Smith is entitled to Lower - $\frac{1}{3}$ is		12 00
2 ^d Grove Land			
	Annual value	150 00	
	$\frac{1}{3}$ is		50 00
3 ^d Harengo tract			
	Annual value	180 00	
	$\frac{1}{3}$ is		60 00
4 th Millville tract with Mill Site			
	Annual value	90 00	
	$\frac{1}{3}$ is		30 00
5 th Reynolds tract			
	Annual value	5 00	
	$\frac{1}{3}$ is		1 66
6 th Indian Town tract			
	Annual value	10 00	
	$\frac{1}{3}$ is		3 34
7 th Polgtansy tract			
	Annual value	5 00	
	$\frac{1}{3}$ is		1 66
8 th Rogers tract			
	Annual value	10 00	
	$\frac{1}{3}$ is		3 34
9 th Penoteton tract			
	Annual value	100 00	
	$\frac{1}{3}$ is		33 33

White Oak Swamp tract
10th Annual Valuation \$ 10 00
 $\frac{1}{3}$ is 3 33.

Sandy Hill tract
11th Annual Value 10 00
 $\frac{1}{3}$ is 3 34

Persimmon Hill tract
12th Annual value 5
 $\frac{1}{3}$ is $\frac{1}{3}$ 00
\$ 203 00

The age of Thomas Smith being 46 years and of Ann M. Smith 38 years. Your Commissioner by Reference to Wriglesworths Tables of the probable duration of Life, which will be found in 2^d Robinsons Practice p. 381. ascertains that the probable duration of Mrs. Smiths life after the death of Thomas Smith will be 3 years & a half - but at the suggestion of Plaintiffs Counsel, he has assumed four years as the term of her survivorship.

Then he has ascertained the present value of an annuity of \$ 203. 00 for four years according to the rules laid down by the Court of Appeals in the case of Wilson vs. Davison reported in 2^d Robinsons Reports p. 416. which he finds to be \$ 705. 73. Thus ascertained your Comm^r adds the value of Mrs. Smiths Interest in the Carolina Land & Lower slaves conveyed to John Thomas Goodwin, which were the maiden property of Mrs. Smith Vtz:

One tract of 65 Acres sold for	\$ 385. 00	
deduct for Thomas Smiths life Interest	55. 00	
Balance in the value of Mrs. Smiths Int.		330 00

Interest of Thomas Smith & wife in the Lower estate of Mr. Goodwin in Land & negroes sold for \$ 230. 00
Deduct for Thomas Smiths life Interest
in the Land 30. 00

Your Comm^r has made no deduction for T. Smiths Interest in the Lower slaves, as he is advised that T. Smith could not safely assign that interest to a purchaser in Mrs. Smiths lifetime & in the lifetime of the tenant for life. It is manifest that the Interest would be small

\$ 1205 73

Sum Total of the absolute value of the Power & Simple Interest of the Defendants ann. all. Smith in the Lands conveyed by all the deeds in the proceedings mentioned

\$1205 73

Account No. 5.

Shewing the amount of debts due Thomas Smith, & how the same are transferred to W. R. Mason, distinguishing the Separate from the desperate

1st. William Smith's bond due Jan. 1st 1837 for \$12000 00
This bond was secured by deed of trust from Mr. Smith to Mr. Bell (a copy of which is filed with P'ts. Bell in Peirce vs Smith as exhibit D). William Smith has taken the benefit of the Bankrupt Act, as your Commissioner is informed, and all his Estate conveyed by the deed of trust has been sold by a decree of the Superior Court of Culpeper County rendered in the suit of Green vs Smith & others, & a greater part of the proceeds of sale and perhaps all will be applied to the payment of certain Insurgent creditors, & other incumbrances of the said William Smith. If there be any surplus it will be paid to Wentworth W. Peirce & Thos. A. Peirce assigns of Thomas Smith. & such surplus so recovered will be applied to said Bond - but the balance of said bond is believed to be desperate

2^d. James M. Smith's bond for

4000 00

James M. Smith has taken the benefit of the Bankrupt Law - & the debt is desperate

3^d. William Bell's bond for

4000 00

This bond is also secured by a deed of trust on some Negroes; of which there are only two left which are in the possession of Mr. Bell, who has taken them to Washington City where he resides. He refuses to deliver them to the Trustee. The P'ts: W. W. Peirce & T. A. Peirce who hold two bonds of the said Bell for \$400 each, (being a part of the debt of \$4000) which are specially assigned to them by Thomas Smith, claim the right to apply the property conveyed in trust to the payment of their bonds in the first instance. Your Commissioner

is informed by the Counsel for the Plaintiffs that it is extremely difficult whether they will obtain possession of the Trust property, which if recovered will be perhaps sufficient to pay the said Bonds. Bell has taken the oath of an Insolvent Debtor, & the balance of the said debt is believed to be desperate

4th. Richard Johnson's bond due Jan. 1. 1847

1555 07

The Interest on this bond up to January 1st 1845, (except \$20) has been paid to Jaz. Taylor as receiver in this cause & the sum of \$218.72 the net sum after deducting his commissions has been deposited by him, to the credit of the claim of Peirce vs Smith, in the Office of the Farmers Bank of Virginia at Norfolk, as appears from the receipt of the Cashier of said Office, attached to your Commissioner. This bond is believed to be good

5th. E. Smith

1000 00

An attachment was levied on a Negro man in Richmond to satisfy this debt & a Judgment rendered in favour of Smith in the Superior Court of Henrico; from which an appeal was taken to the Court of Appeals, - as the Appellant was a Representative of an estate, no security was given on the appeal - the cause will be depending in this Court for some time, the Negro man died in the mean time

The recovery of this debt may be considered as doubtful, even if the Judgment should be affirmed

Your Commissioner has received his information in reference to the above debts from Jazewell Taylor, who was appointed Receiver of the Debts - The other claims mentioned in Schedule B. if due at all, are believed to be worth nothing

The aggregate of the debts of the first class proved before your
Commissioners as shown on page 5th of Report: \$9320.00

From which your Commissioners now deduct
the debts of Clara^H Goodwin, C. D. Goodwin and
A. M. Glaspell to be paid out of the Special
fund as above shown viz:

Clara H Goodwin \$175.38

C. D. Goodwin 28.10

A. M. Glaspell 86.75

\$290.23

290.23

This balance to be paid out of the general fund \$9030.31

This general fund will be as follows:

1st Amount of Bonds as reported by Com-
missioners as reported herein 2774.09

Deduct the amount of Bonds of P. Goodwin &
S. Goodwin, to be specially applied as above shown 294.09

\$2479.40

2^d Bonds of Robert Johnson due Jan. 1st 1847 1566.09

Interest due up to January 1st 1845 20.00

Interest from January 1845 till paid

3^d Pendleton Lands

4th Excess over lower of Mrs. Smith in the Grove
property

5th And of the other debts that may be recovered

Special statement at the request
of Plaintiffs Council in suit of Perice &
vs Smith

Funds for distribution

Amount of W. W. Perice's bond due July 7th '44 922.79

" of J. B. Lewis " Feb. 10th '46 100.00

" of P. Goodwin " 5th 335.00

" of S. Goodwin " 5th 215.00

" of W. Cotton & " 5th 204.00

" of S. I. Brown " 5th 219.00

" of J. Lesakley " 5th 134.00

" of R. N. Whitfield " Nov 3rd '42 339.42

The bond of Whitfield is filed with the answer
of Geo. Wilson in suit of Withers vs Smith.

Cash in Farmers Bank of Virginia deposited
by J. Taylor receiver 218.72

\$2774.09

The bonds of Peter Goodwin & Littleton Goodwin
were taken for the purchase of the Land in
Caroline County, & according to the provisions
of the Trust Deed (Exhibit D) the proceeds of said
Lands are to be applied in the first instance
to the debts due Clara H Goodwin, Elizabeth
D Goodwin & A. M. Glaspell, which has been
proved before your Commissioners & specially
reported among the debts of the first class.

Your Commissioners now deduct said
debts from that statement, & submits the state-
ment following showing their amount as already
reported and the special trust out of which they
are to be paid

Amount of bond of P. Goodwin 335.00

" of S. Goodwin 215.00

due Feb. 4th 1846 \$550.00

Debts to be specially paid out of this fund

Clara H Goodwin's bond principal 3

& Interest as already calculated & reported
up to Oct. 18th 1845 3 \$175.38

1st Interest on \$150. from that date to
February 10th 1846. 2 m. & 22 days 2.80

E. D. Goodwin's bond prin. & Int. as
called p. 3. of report 28.10

2^d Interest on \$20. to Feb. 10. 1846 37

\$28.53

A. M. Glaspell's bond, prin. & Int. as
called p. 3. of report 86.75

3rd Interest on \$86.75 to Feb. 10. 1845 23

\$87.98

Total amt. of these bonds prin. & Int. to Feb. 10th 1846 294.09

\$235.31

This amount of \$294.09 is due to Mrs. Ann. A.
Smith Wife of Thos. Smith for her sole use as
after thereof. The balance of P & S Goodwin's
bonds viz \$255.31 will be applied to the pay-
ment of the other debts, proved before your
Commissioners

Page 10th

Charles B. Haydon, counsel for the Defendants Thomas Smith & wife, filed with your Commissioners the Defendant, Thos. Smith's valuation of his real estate: but the said valuation not being accompanied with evidence to support it, your Commr. rejected it.

All of which is submitted to the Court

Barth. Lightfoot Comr.

Commissioners fee
Time employed 78 hours @ 78.00
charged to Pts: W W Purice
& Thomas & Purice

Isle of Wight County to wit Bartholomew Lightfoot this day made oath before me a Justice of the Peace for the said County, that the time charged for this report is just & proper
Given under my hand this 12 May of September 1845

W. W. Purice J.P.

Purcell has

vs

Smith has

I

Withers

vs

Smith has

Report

Sept. 13th filed

1845

Whereas Thomas A Pierce and Wentworth W Pierce, the former of
Vicksburg, State of Mississippi, and the latter of the town of —
Portsmouth State of Virginia, have title in fee to certain real
estate hereinafter to be more particularly referred to, Subject
however to the power of their mother Margaret Pinner of the town
of the town of Portsmouth and state of Virginia aforesaid
therein, and the said Thomas A Pierce & Wentworth W Pierce
and Margaret Pinner have agreed to sell the said land for
the sum of Five thousand dollars to Thomas Smith of Smithfield
State aforesaid. Now know all men by these presents that
for and in consideration of the premises and of the sum
of five thousand dollars to them in hand paid by the said
Thomas Smith the receipt whereof is hereby admitted they
The said Thomas A Pierce & Wentworth W Pierce have
granted bargained and sold aliened, enfeoffed and conveyed,
thereby do grant bargain alien, enfeoff and convey unto
the said Thomas Smith all the aforesaid real estate lying
between the main street in Smithfield in the County
of Isle of Wight and State of Virginia the creek and
Pierceville supposed to contain twenty five acres more
or less and bounded as follows commencing at the corner
of a lot sold W Todd where said lot corners with the
grove properly Pierceville thence down said lot a straight
line to and along the enclosure of a lot belonging to
Putnam to his limits thence down said lot to the main
street to thence along the said main street to the nearest
corner of a lot recently sold by James Chalmers to
Turner & Southall. saving & reserving the several lots
on this line owned & possessed by A. A. Kinson and others.
thence with the said line of said Southall to the back
corner thereof thence down said enclosure a straight line
to the furthest corner of a lot as now enclosed and owned
by the heirs of Joseph A. Kinson thence down said lot to the
street or to the furthest corner of the purchase made by
James Chalmers thence from said corner or parallel with
said street as the case may be to Robert Butlers lot thence
up the ~~side~~ line of lot the furthest corner of his stable
thence in a straight line by said stable and along the corner
of the old pales belonging to John B. Purdie's lot to the creek

thence up the meanders of said creek to the corner on the margin thereof between the grove property and Pierceville parking preserving however the lots of Messrs Colman & Thomas the bridge and causeway thence the line between said places according to its various angles to the beginning which said units and bounds are not intended to embrace any portion of the lot in the possession of Sampson White. To Have and to hold all the aforesaid tract piece or parcel of land with the appurtenances hereby intended to be conveyed with all houses buildings erections & improvements, ways waters water courses, reversion & reversions remainder & remainders rents issues and profits thereof unto the said Thomas Smith his heirs forever, and the said Margaret Pinner does hereby release quit claim surrender relinquish & convey unto the said Thomas Smith all & whatsover right she the said Margaret Pinner has in the aforesaid tract piece or parcel of land & the appurtenances and the said Thomas & Pierce being a married man Phoebe & Pierce his wife does hereby relinquish all her right of dower in & to the said premises or any portion thereof unto the said Thomas Smith his heirs and assigns as evidence thereof becomes party to this deed and the said Thomas & Pierce and Wentworth W. Pierce hereby for themselves and their heirs executors & administrators covenant and agree with the said Thomas Smith his heirs and assigns as follows that the title hereby conveyed and released to the said Thomas Smith is a perfect title to transfer to the said Thomas Smith an unincumbered fee simple in the property hereby conveyed that the same are liable to no lien claim or demand whatsoever either at law or in equity & that they will warrant protect and defend the title thereto against all claimants. In Testimony whereof the said Thomas & Pierce & Phoebe & Pierce his wife & Wentworth W. Pierce & Margaret Pinner have hereunto set their hands & affixed their seals on this first day of December in the year of our Lord one thousand eight hundred & forty.

Signed Sealed & Delivered
in presence of

Thos. & Pierce Seal
Wentworth W. Pierce Seal
Margaret Pinner Seal
Phoebe & Pierce Seal

The State of Mississippi, Warren County
Corporation (ie) City of Vicksburg State of Mississippi. We Edward R. Warren
& John F. Person justices of the peace in the corporation aforesaid in the
State of Mississippi do hereby certify that Thomas W. Pierce and his wife
to a certain deed bearing date on the first day of December 1840 thereto
annexed personally before us in our corporation aforesaid acknowledged
the same to be their act and deed and desired us to certify the said
acknowledgement to the Clerk of the County Court of Jefferson
in the State of Virginia in order that the said deed may be
recorded given under our hands & seals this eighth day of January
in the year 1841.

Edward R. Warren (Seal)
John F. Person (Seal)

The State of Mississippi Warren County
Corporation City of Vicksburg State of Mississippi We Edward
R. Warren & John F. Person justices of the peace in the corpora-
tion aforesaid in the State of Mississippi do hereby certify
that Mrs. Phoebe & Pierce the wife of Thomas & Pierce parties to a
certain deed bearing date on the first day of December in the
year eighteen hundred and forty thereto annexed personally
appeared before us in our corporation aforesaid and being
examined by us privately and apart from her husband and
having the deed aforesaid fully explained to her, she the
said Phoebe & Pierce acknowledged the same to be her act
and deed and declared that she had willingly signed
sealed & delivered the same and that she wished not to
retract it. Given under our hands & seals this 8th day of
January 1841.

Edw. R. Warren (Seal)
John F. Person (Seal)

By Alexander G. Smith, Governor of the state of Mississippi.
To all who see these presents Greeting. Be it known, that
Edward R. Warren & John F. Person whose names are subscribed
to the annexed certificate was on the 8th day of January
A.D. 1841 justices of the peace in and for Warren County
in the State of Mississippi; that their attestation to the
annexed certificate is in due form of law, and made by
the proper officer, and that full faith and credit are
due to all his official acts. In Testimony whereof

I have caused the great seal of the State to be hereunto
affixed. Given under my hand at the
City of Jackson this eleventh day of January
1841

By the Governor

Thomas B. Woodward

Secretary of State

Al. McNutt

County of Norfolk (to wit) We John Nash and Leaven Gayle justices
of the peace in the County aforesaid in the State of Virginia do
hereby certify that Margaret and Wentworth W. Pierce parties to a
certain deed bearing date on the day of and hereto
annexed personally appeared before us in our County aforesaid
and acknowledged the same to be their act and deed and
desired us to certify the said acknowledgement to the clerk
of the County Court of Stafford in the State of Virginia
in order that the said deed may be recorded. Given under
our hands and seals this first day of December in the year
1840

John Nash JP
L. Gayle JP

In the Clerk's office of Stafford County May 13th 1841 The last
foregoing deed was presented to me in my office aforesaid
and with the certificates of the acknowledgement of the
several parties conveying the land in the deedment was
admitted to record

Teste

Nathl. Young Cl. Court.

A Copy

Teste

P. Wills, D.C.

James Lee
as
J. Lee
Smith
Subst. A. H. H. H. H. H.
with him

Pierce & al. vs. Smiths Admr. & al.

This cause this day came on to be again heard on the papers formerly read on the Report of C. B. Hayden, Special Commissioner under the Decree herein of October 1866 & was argued by counsel, on consideration whereof the Court confirming said Report to which no exceptions were filed doth adjudge, order & decree that General Taylor who is hereby appointed Special Commissioner for that purpose, collect from the "Norfolk Savings Institution" the sum of \$123.⁰⁸/₁₀₀ heretofore deposited in said Bank to the credit of this cause & after paying thereout the other unpaid costs of this suit, pay the balance thereof to General Taylor & C. B. Hayden for their services in this cause & that this suit be removed from the Docket.

Pierce & als. }
vs. }
Smith's Admirals

Rough Draft
of
October Term
1871

To be entered.

Geo. B. W.

Entered. 4.

No. 1

Penn

100 R

Smith

This cause this day came on
to be again heard on the papers
formerly read & on the report of
J Taylor Receiver in this cause
this day filed & was argued by
Coun sel, on consideration whereof
the Court doth advise & do declare
On motion of the Plaintiff by Counsel et al

That C.B. Stinson as Special Commissioner
hereby appointed for that purpose. ascertain and
report to Court whether there be any fund now
on hand subject to the order of the Court in
this cause. and any charges on said fund proper
to be paid and whether any other assets can
be realized in this cause. and if there be any
balance for distribution he will report an
account showing how it should be

distributed. notice of the taking of
such accounts the said commis-
sioner is hereby authorized to give
of publication once a week for four
successive weeks in some newspaper
published in the City of Norfolk
which notice shall be lieu of personal
service on all or any of the parties -

Petrie } In Charge
as
Smith }

Rough Green
Oct Term 1886
To be entered

R. H. B.

Entered

Pierce et al } In Chancery -
as
Smith et al }

This cause this day came on again to be heard on the papers formerly read & on the 5th Report of additional sales of the lands in Highland & Penobscot in the proceedings mentioned made by C B Hayden appointed Commissioner for that purpose by decree here in of Oct term 1847, returned to court on the 1st day of May 1854, to which report no exception was taken & was argued by counsel, on consideration whereof the court doth confirm said report & doth adjudge & decree that the C B Hayden Commissioner of sale executed & deliver to the purchasers of said lands mentioned in said report No 6 - good & sufficient deeds therefor according to said report & surveys as plats accompanying the same, viz

- to Samuel H Nelson, for 1200 acres described in plat No 1 accompanying Report No 6 -
- to Jesse Landes for 445 acres described in plat No 2
- to Edmund J Courtney for 56 acres described in plat No 3
- to Jacob Armandout for 268 acres described in plat No 4 -

- to Jacob Alt for 199 acres described in plat No 5 -
- to Benjamin H Shreene for 330 acres in three tracts described in plat No 6 -
- to Geo H Eagle for 746 acres described in plat No 7
- ✓ to James Shreene for 2754 acres ~~for~~ described in plat No 8 -
- to John G Bond for 130 acres described in plat No 9
- to George Fall for 267 acres in two tracts described in plat No 10
- to Samuel H Armandout for 180 acres in two tracts described in plat No 11
- to John Bowers & Timothy Simmons for 770 acres described in plat No 12
- to Jesse Landes for 200 acres described in plat No 13
- to Thomas J Rath for 30 acres described in plat No 14
- to John Rigglesman for 325 acres described in plat No 15 -
- to Arnold ~~James~~ ^{James} Lambert for 60 acres described in plat No 16

to Elias Lambert for 29 acres described in plat No 17

to Henry Simmons for 593 acres described in plat No 18

to Mrs E Wilson 1209 acres & described in plat No 19

to Solomon Day for 140 acres described in plat No 20 -

~~On~~ On payment by the respective purchasers of the said of their several bonds filed with said Report No 6 of Commissioner Hayden, - (the said Solomon Day having paid cash to the said Commissioner) which said Bonds numbered from 1 - to 19 inclusive filed with said Report No 6 - the clerk of this court will deliver to Jazemell Taylor receiver in this suit on his filing his receipt for the same, who is hereby authorized & required to collect the said Bonds & deposit the proceeds in the Norfolk Savings Institution & subject to the future order of the court in this court - & for reasons appearing to the Court as set forth in Commissioner Hayden's Report No 6 it is ordered that the said C B Hayden as commissioner of sale in this cause execute & deliver to Philip Harper a deed for five acres of land purchased by him of said Commissioner & paid for which in consequence of the error of the surveyor's plat filed with Commissioner's Report No 3 was not embraced in the deed heretofore executed by said Commissioner to the said Harper & the ~~deed~~ boundaries of which said five acres are described in plat No 21, accompanying said Report No 6 - and the said receiver is directed to make report of his actions under this decree

Pine^{et}al } in Cherry
Smith^{et}al }

Rough beaver

May June 1854

To be entered

R. H. Baker

of 1

sent

Pence vs

Smith's admr vs }

Tazewell Taylor Receiver in this cause and Counsel for the creditors of Thomas Smith deceased this day returned to Court a statement of his payments under the decree rendered in this cause on the 19th of October last with the receipts of the parties which are ordered to be filed with the papers in the cause and also a certificate of deposit in the Norfolk Savings Institution which certificate is in the words and figures following to wit -

" Office Norfolk Savings Institution. May 14. 1853.

Tazewell Taylor Esq has this day deposited to the credit of said Pence vs Smith's admr (Court of Isle of Wight County the sum of one hundred and fifteen Dollars subject to the order of said Court under the rules of this Office - deposited by him as Receiver.

(signed) " Rich^d Walker Cash & Co
which is also ordered to be filed - and cause continued to next term -

Term.

Recd
of \$
on this a m

from May term
1853. S. Taylor

To be entered

R. H. Baker
May Co. 53

Rever

Smith also & Tazewell Taylor Revere in this cause. This day returned to Court a further report of his collections under the former decree herein since the last found amounting to the sum of \$30 and a certificate of deposit to the Norfolk Savings Institution and also filed sundry receipts for payments made by him under last decree in this cause which are ordered to be filed and the cause is continued until the next term -

Peru

✓ {

Smith

Order. May 1858

J.J.

To be entered

R. H. B.

Pierce et als
as
Smith et als } Decree
on motion of the plaintiffs by their attorney. & for
reasons appearing to the court. The order of continuance
made in this cause yesterday is set aside and

The cause came on this day to be again heard
on the papers formerly read, & on the fourth & fifth reports
of additional sales of the lands in the counties of High-
land & Pendleton in the proceedings mentioned, made
by C B Hayden appointed commissioner for that purpose
by a decree herein of Oct Term 1847, returned respectively
May 15 & 17th 1852, - the report of Tazwell Taylor Receiver
in this cause of his ^{receipts} collection & distribution of the fund to the
credit of this cause, under the decree herein of Oct Term 1837 -
with the receipts of the parties -

to which reports no exceptions were taken was argued by
counsel; on consideration whereof, the court doth confirm
said reports, & doth adjudge, order & decree that the said
C B Hayden, commissioner of sale, execute & deliver to the
purchasers of said land mentioned in said commissioners
reports aforesaid good & sufficient deeds therefor with spe-
cial warranty, according to said reports Nos 4 & 5 & Survey as
plats accompanying ^{the} same, viz to Solomon Henkle for 100-
No 1-3 } acres, described in plat No 1. Report No 4 - -

No 4 } to Samuel Mullins for 148 acres, described in plat No 2. Report
No 4 - to Philip Wimer for 90 acres, described in plat No 3. Report No 4 -

to John Sponangle for 361 acres, described in plat No 4. Report No 4 -

to W^m Calhoun for 383 acres, described in plat No 5, Report No 4 -

to Leonard Harper for two tracts respectively of 200 & 3 acres de-
scribed in plat No 6. Report No 4 -

to Adam Cappel for 18 acres described in plat No 7. Report No 4 -

to W^m Thompson, for 10 acres, described in plat No 8. Report No 4 -

to Adam Ludy & W^m Ayres for two tracts containing 271 acres
described in plat No 9. Report No 4 -

to John Ayres for 70 acres described in plat No 1. Report No 5 -

to Henry Ludy & Eve Harman for 56 acres described in plat
No 2. Report No 5 -

✓ to Solomon Vanmeter for 960 acres described in plat No 3 Report No 5 -

to Solomon Shick & Adam Kimble for 900 acres described in
 plat No 4 - report No 5 -
 to Isaac Teter for 245 acres, described in plat No 5 - report No 5 -
 to Solomon R Nelson for 109 acres, described in plat No 6 - report No 5 -
 to Samuel R Nelson for 15 acres, described in plat No 7 - report No 5 -
 to Absalom H Nelson for 740 1/2 acres, described in plat No 8 - report No 5 -
 to Enock Teter for 44 acres, described in plat No 9 - report No 5 -
 to George A Phares, Robert Phares, & Joseph Mullins for 703 acres
 described in plat No 10 - report No 5 -
 to Elias & Job Lambert for 222 acres, described in plat No 10 - report No 5 -
 to Mortimer Johnston for 55 acres, described in plat No 12 - report No 5 -
 to Noah Harman for 550 acres, described in plat No 13 - report No 5 -
 to George Huffman for 400 acres, described in plat No 14 - report No 5 -
 to Amby Harper for 880 acres described in plat No 15 - report No 5 -
 to Job Nelson, 45 acres described in plat No 16 - report No 5 -
 to Jason Full for 70 acres described in plat No 17 - report No 5 -
 to Adam Kimble for 26 acres, described in plat No 18 - report No 5 -
 to Phebe Wyatt for 270 acres, described in plat No 19 - report No 5 -
 to Jacob Full for 32 acres, described in plat No 20 - report No 5 -
 to Cyrus Hopkins for 200 acres described in plat ^{no} 21 - report No 5 -
 to John A & Alfred Kimble for 403 ^{acres} - described in plat No 22 - report No 5 -
 to Wm Raines 4 1/2 acres, described as in plat No 23 - report No 5 -
 on payment of ^{by the} ~~their~~ ^{purchase of their} ~~respective~~ ^{several} bonds filed with said reports of
 Commissioners Hayden which said bonds numbered from 1 to 9
 of said ~~land~~ ^{land} for which no bond was given
 enclosure accompanying Report No 4 & bonds from 1 to 22 inclusive
 accompanying report No 5 -
 The clerk of this court will deliver to Taxwell Taylor Receiver
 in this cause on his filing his receipt for the same, who is
 hereby authorized & required to collect the ^{same} & deposit the pro-
 ceeds ^{of the same} in the Norfolk Savings Institution subject to the future
 order of this court in this cause

x two Dollars.

Pierce et al }
is
Smith et al }

Rough been May June
1822-
Fazwell Taylor 19-
C. B. Hayden

To be returned

OK

Entered

Pierce et als }
 as } Decree.
 Smith et als }

^{me}This cause came on this day to be again heard on the papers formerly read & on the third report of additional sales of the lands in the counties of Highland & Pendleton in the proceedings mentioned, made by C B Hayden appointed commissioner for that purpose by a decree herein of Oct Term 1847, returned Oct 6th 1831, - the reports of Jazewell Taylor Receiver in this cause, made respectively on July 7th & Oct 1st 1831, ^{with certificates of deposit, filed there with} & statement of H. H. adopted by consent of counsel in lieu of commissioners report, to which reports no exceptions were taken & was argued by counsel; on consideration whereof the court doth confirm said reports & doth adjudge, order & decree that the said C B Hayden, commissioner of sale execute & deliver to the purchasers of said land mentioned in said commissioners report aforesaid, good & sufficient deeds therefor with special warranty,

- ^{according to said Report 22 3. 4 Surveys, as plat 1 & 2, as mentioned, the same}
 No-1- ^{to} Andrew Jordan for a tract of 100 acres, described in ~~Deed~~ ^{Deed} plat No 1, filed with said commission-
 er's report of sale - to George Wimer
 No-2- ^{for} a tract of 105 acres, described in ~~Deed~~ ^{Deed} plat No 2 -
 No-3- to Andrew Harold for 122 acres described in plat No 3
 No-4- to Jonathan Arbogast for 297 acres, described in plat No-4-
 No-5- to Andrew Fleisher for 650 acres, described in plat No 5
 No-6- to Sarah Maury, Adam Hammer & Balzer Hammer
 for 1828 acres, described in plat No-6- to George Harper
 for 824 acres described in plat No 7- to James Milli-
 nie for 96 acres, described in plat No 8- to Jacob Men-
 man for 93 acres described in plat No-9- to John Cal-
 houn for 16 acres described in plat No-10- to Sobe Ruf-
 fenger for 84 acres, described in plat No-11-

to Daniel Harold for 22 acres described in plat No-12-
 to John Mullins for 369 acres described in plat No-13-
 to Peter Simmons for 200 acres described in plat No-14-
 to John Gromangle for 22 acres described in plat No-15-
 to Adam Hammer for 219 acres described in plat No-16-
 to Henry Simmons for 377 acres described in plat No-17-
 to Wm Simmons for 364 acres described in plat No-18-
 to Emmanuel Arbogast for 53- acres described in plat No-19-
 to Solomon Harman for 267 acres described in plat No-20-
 to Levi Harper for 163 acres, described in plat No-21-
 to Joel Harman 388 acres, described in plat No-22-
 to John L Harper for 417- acres described in plat No-23-
 to Philip Harper for 74 acres, described in plat No-24-
 to Enos Harman for 223 acres described in plat No-25-
 to Sampson Bay for 287 acres described in plat No-26-
 to Isaac Harman for 38 acres, described in plat No-27-
 to Philip Harper for 68 acres described in plat No-28-
 to Michael Mousa for 782 acres, described in plat No-29-
 to Solomon Hendrick for 92 acres, described in plat No-30-
 to Aaron Boggs for 500. acres, described in plat No-31-
 to Moses Harper for 82 acres, described in plat No-32-
 to Wm Sites for 40- acres described in plat No-33-
 to Allen Carr for 1287 acres, described in plat No-34-
 to James Bible for 925, acres, described in plat No-35-
 to Joseph Miller for 868 acres, described in plat No-36-
 to John Leage & Eli Harman for 254, acres de-
 scribed in plat No-37- to John C Wilson for 423
 acres described in plat No-38-
 to Cain, Henry, Solomon, Levi, Harman, & George W
 Moyers for 263 acres described in plat No-39, on
 payment of their respective bonds filed with said
 report of Commissioner Hayden, which bonds num-
 bered from 1 to 39, inclusive, the clerk of this court
 will deliver to Jazemell Taylor Receiver in this cause
 on filing his receipt for the same, who is hereby autho-

rized to collect them & deposit the proceeds in the
 Norfolk Savings Institution subject to the future order of
 the court in this cause - & the court now proceeding to
 make distribution of the amount on deposit in the
 Norfolk Savings Institution to the credit of this cause
 as shown by the Receiver's Report ^{and certified of the party here} herein referred to &
 with filed ^{adoption} statement aforesaid marked (WW), doth
 adjudge order & decree that in conformity therewith
 that Jazemell Taylor Receiver in this cause draw
 out from the Norfolk Savings Institution the sum
 of \$1575.59 & pay to C B Hayden for his expenses fees
 & commissions the sum of \$269.88 - to himself as
 Receiver the sum of \$78. If for his commissions as such -
 and that he distribute the balance among the creditors
 of the said Thomas Smith the debt, who have proved
 their claims in this cause on account thereof -
 as follows to wit: to W W & T & Pierce the sum of \$432.00
 Seven Hundred & Thirty Nine dollars - to Mills &
 Dickson the sum of twenty seven dollars & nine cents,
 to H B Chapman ^{Co. & P.} & of Henry R Chapman the sum
 of One Hundred & Forty two Dollars & Four cents, to S. White
 the sum of fifteen dollars & six cents - to Wm C Adams
 the sum of forty dollars & seventy six cents - to Isaac Coper
 Executor of Jacob Holleman Eighty cents - to Willis
 Wilson the sum of four dollars & thirty six cents - to
 Albert Clarke the sum of thirteen dollars & twelve cents -
 to A. Atkinson Exr of La Chalmers the sum of One dollar &
 thirty four cents - to Thomas Adams the sum of fifty
 seven dollars & - to Thomas H Botts the sum of Eighteen
 dollars & Eighty cents - to John G Mazon the sum of
 two dollars & fifty seven cents - ^{and} to the trustees of the
 Theological Seminary of the Protestant Episcopal Church
 of the Diocese of Ohio, otherwise known as Kenyon College
 the sum of One Hundred & Sixty Five dollars - &
 make report of his proceedings herein to the court.

Pine Stab
as
Smith Stab }

Rough beaver Act June
1851 - confirmed
3^d Report of Sales

We consent to the
within beaver

J. Taylor for A. H. & Co.

C. B. Hayden Atty Gen
Kenyon College

To the undersigned

P. H. B. & Co.

Oct. 25/51

Pierce et als

vs

Smith et als

Decree

¹¹⁴This cause came on this day to be again heard on the papers formerly read & on the report of additional sales of a part of the Pendleton Lands in the proceedings mentioned, made by C B Hayden appointed commissioner for that purpose by a decree ~~herein~~ of Oct. Term 1847, This day returned, to which no exception was taken, & was argued by counsel; on consideration whereof the court doth confirm said report of sale & doth adjudge, order & decree that the said C B Hayden, commissioner of sale execute & deliver to the purchasers of said land mentioned in said Commissioners report, good & sufficient deeds therefor with special warranty, viz, to James Bennet, for three tracts, containing in all about 369 acres lying in the County of Pendleton on the east side of the North Fork adjoining his former lands, to wit one tract containing 270, acres more or less lying on the North Fork including the west side of the River Knob, adjoining his former lands & bounded as follows, viz, Beginning at a pine & two Chestnut Oaks on the west side of the river hill, thence N. 14° E 94 fms to two Chestnut Oaks, N 50 W. 90 fms to two red oak saplings & hickory on a hill side - N. 7° W. 48 fms to a red oak & ash saplings by a former corner of his own & Phares, thence with Phares line N. 26½° W. 10 fms to the North Fork, thence up with meanders of the same S. 37½° W. 17 fms - S. 26 W. 62 fms S. 8 E 66 fms - S 67 W 32 fms - S. 31½ W 98 fms - S. 50 W. 52 fms to the mouth of Blue suck run, thence S. 11 W. 19 fms to a Chestnut Oak on a high bank of the Fork, Martin Judy's corner, thence with Judy's line S. 14½ E 166 fms to a chestnut on a ridge - S. 33½ E 80 fms to two pines on a high Knob at a ledge of rocks, Judy's corner - N. 15 E 86 fms to a point of rocks, George A Phares' corner

N. 34° E. 210 fms to the Beginning - a second tract containing 85 acres lying on the top of the N. Fork Mtn adjoining his own & Solomon Warner's land, & bounded as follows, viz Beginning at two chestnut oaks on the side of a ridge S. 24° E. 62 fms, to a large red oak & sugar sapling S. 56° W. 20 fms to a red oak & iron wood on a ridge, this own & Warner's corner, thence S. 51° E. 68 fms to a sugar tree on the mt N. 65° E 11 fms to a white red oak saplings S. 77° E 58 fms to Uriah Phares Spring on a near the Chambers line, thence with same N. 19° E 114 fms to two chestnut oaks on a hill side in sd line S. 65° W 50 fms to a chestnut Phares former corner thence with his line N. 40° W. 70 fms to a white oak sd Phares corner S. 75° W 78 fms to Beginning - a third tract containing five acres lying on Spring Stone Run adjoining & between his own Phares land & bounded as follows, viz Beginning at a sugar, his former corner thence with his line N. 86½° W. 166 fms to a red oak Teter's line, thence with Teter's line S. 89° E 6 fms to a walnut on a sharp ridge Teter's corner, thence with Teter's line ~~S. 89° E 6 fms~~ of Solomon Phares land S. 77° E 20 fms to a sugar sd Phares corner S. 65° E 100 fms to a sugar corner of same S. 50° E 35 fms to the Beginning -

No. 2 - another tract of about 192 acres to Soab & Wesley Neakle lying on the east side of the North Fork, including the river knob west of their former lands & adjoining the lands of Solomon & Adam Phares & bounded as follows viz Beginning at a spruce pine & elm in a gap by a run, said Soab's former corner thence with his line N. 32° E 8 fms crossing the road to two chestnut oaks & may cherry on a hill side N. 57° W. 30 fms to an elm at the foot of a high point of rocks S. 43° W. 22 fms to the road at the point of rocks N. 75° W. 6 fms to an elm Solomon Phares corner, thence with his line S. 78° W 92 fms to a red oak at the North Fork corner of same

thence with Adam Phares line S. 35° W. 40 poles to a hickory & gum at the foot of a high hill by the river said Adam Phares corner, thence with his line S. 25° W. 116 fms to a red oak at the North Fork a cucumber & pine on a hill side said Phares corner, S. 55° W 18 fms with said line to Fork S. 16° W. 12 fms to an elm & cypress bush at the Fork opposite Circleville S. 59° E 3 fms to a corner of Boggs land on a point S. 42½° E 48 fms to a Birch in a gap corner of the same S. 49° E. 40 fms to a spruce pine in said gap by a run. S. 87° E 16 fms to a birch by said Wesley's corner, thence with his line N 47° E 22 fms to a white oak & sugar on a hill said Wesley's corner thence with his line N. 38° E 150 fms to two chestnut oaks their own former corner, thence with Soab's line of inclusive survey N 31 poles to a black oak on the top of a hill corner of the same, S. 57° E 48 fms to a sugar tree & ash corner of the same N 54° E 30 fms to two lymms on a bank corner of the same - N 25° W 30 fms to an iron wood corner of the same N. 58° W. 20 fms to a red oak on a hill side N. 8° W. 40 fms with the said line to the beginning -

No. 3 - to Solomon Warner for a tract of 113 acres, described in Surveyor's plat No 3 filed with Commissioner Hayden's report of Sale -

No. 4 - to George A Phares, two tracts respectively of 161 & 5 acres & to Robert Phares for ^{three} tracts of respective by of 33, 145, & 113 acres, according to the description of said tracts in Surveyor's plat No 4 filed with Commissioner Hayden's said report of Sale -

No. 5 - to Isaac Teter a tract of thirty five acres according to the description in Surveyor's plat No 5 filed with Commissioner Hayden's said report of Sale -

- No. 6- to Lemuel Arbogast for a tract of 30 acres, according to the description ~~of~~ ⁱⁿ Surveyor's ~~Certificate~~ ^{plat} No 6 filed with Commissioner Hayden's said report of sale.
- No. 7- to Solomon Peter for three tracts respectively of forty six, one, & ninety eight acres, according to the description contained in surveyor's plat No. 7, filed with Commissioner Hayden's said report of sale.
- No. 8- to Laban Cunningham a tract of thirty one acres according to the description contained in Surveyor's plat thereof No. 8 filed with said report of sale of Commissioner Hayden.
- No. 9- to Amos Judy for a tract of two hundred & fifty according to the description thereof contained in Surveyor's plat No. 9. filed with Commissioner Hayden's said report of sale.
- No. 10- to Martin Judy for a tract of one hundred & sixty five acres, according to the description thereof contained in Surveyor's plat No. 10 filed with Commissioner Hayden's said report of sale.
- No. 11- to William Vandevender for forty eight acres, according to the description thereof contained in Surveyor's plat No. 11- filed with Commissioner Hayden's said report of sale.
- No. 12- to Henry Vandevender for eleven acres, according to the description thereof contained in Surveyor's plat No. 12. filed with Commissioner Hayden's said report of sale.
- No. 13- to Elias Lambert & Arnold Lambert for one hundred & ninety seven acres, according to the description thereof contained in No. 13 Surveyor's plat No. 13 filed with Commissioner Hayden's said report of sale.

No-14- to Elias Lambert for a tract of one hundred & thirty five acres, according to the description thereof contained in Surveyors plat No-14- filed with said Commissioner Hayden's report of sale-

No-15- to Miles Parsons for a tract of two hundred & twenty five acres, ~~according~~ to the description thereof contained in Surveyors plat No-15- filed with Commissioner Hayden's said report of sale-

And that the clerk of this court deliver to Bayne, Receiver in this cause, the following Bonds of the said purchasers returned by said Commissioner Hayden with his report of sale & take the receipt of the said receiver therefor; to wit, the

No-1 Bond of James Bennet & Jacob Flinn, filed with said report of sale & marked, No 1

No-2. The Bond of Jacob Morley Henkle, filed with said report of sale & marked No 2-

No-3- The Bond of Solomon Warner & James Boggs, filed with said report & marked. No 3;

No-4- The Bond of Robert & George Phares filed with said report & marked. No 4-

No-5 - The Bond of Isaac Peter & George Phares, filed with said report & marked No. 5-

No-6- The Bond of Samuel Abogack & George Lambert filed with said report & marked No 6-

No-7 The Bond of Solomon Peter & George Lambert, filed with said report & marked No 7

No-8- The Bond of ^{Laban Cunningham & Joseph Bennet} ~~Amos Tuckey & James Seetch~~, filed with said report & marked No. 8-

No-9- The Bond of Amos Tuckey & James Seetch, filed with said report & marked No 9-

- No. 10. The Bond of Martin Judy & Adam Judy filed with said report & marked No. 10 -
- No. 11. The Bond of William Vandevender & Henry Vandevender filed with said report & marked No. 11 -
- No. 12. The Bond of Henry Vandevender & W^m Vandevender filed with said report & marked No. 12 -
- No. 13. The Bond of Elias ~~W~~ Lambert & Arnold Lambert filed with said report & marked No. 13 -
- No. 14. The Bond of Pitt Nelson & Elias Lambert filed with said report & marked No. 14, and
- No. 15. The Bond of Miles Parsons & Adam Parsons, filed with said report & marked No. 15; which said Bonds the said Tazewell Taylor is to collect and deposit the amount collected to the credit of this cause in the Norfolk Savings Institution & make report to this Court,

Pierce et al

vs

Smith et al

Rough began Oct Term

1880

Rice et al

10
Smith et al-

This cause came on this day to be again heard on the papers formerly read on the report of Tazmell Taylor received in this cause this day returned with the receipts for payments made by him under the last decree pronounced in ^{the} this cause & also on the report of sale of part of the Pendleton lands in the proceedings mentioned made by C B Hayden appointed Commissioner for that purpose by a decree of Oct Term 1847, to which no exception was taken, & was argued by counsel, on consideration whereof the Court doth confirm said report & sale & doth adjudge, order & decree that the said C B Hayden Commissioner of Sale execute & deliver to Benjamin Hiner the purchase of said land mentioned in said Commissioner's report a good & sufficient deed, ^{therefor} with special ~~power~~ ^{for} a tract of land lying in the counties of Pendleton & Highland, ~~chiefly in the former~~, locally known as the "Haw's Ridge" tract, containing by estimation 9295 acres & that the Clerk of this Court deliver to Tazmell Taylor ^{Received by the Court} the two Bonds of Benjamin Hiner with Duncan McQuain & J^r Wint as Securities returned by said Commissioner Hayden with his report of Sale (taking his receipt therefor) which said Bonds the said Tazmell Taylor is ^{hereby} authorized to collect & deposit the amt collected to the credit of this cause in the Norfolk Savings Institution & make report thereof to this Court-

Pennetab
Smith et al.

Rough Beech
Oct Term 1849
17th Nov 19.

To be entered
R H Baker
Oct. ca 45.

Piston

Pierce
vs. In Chy.
Smith

This cause came on this day to be again heard on the papers for =
merely read, and on the report of Jazewell Taylor, Receiver, appointed
by a former decree in this cause, to collect the outstanding debts
due to Thomas Smith conveyed by the Deed of Trust in the proceedings
mentioned, and on the ^{special} statement marked "Q. Q." distributing
the funds in the hands of the receiver among the several creditors of the
said Thomas Smith in proportion to their respective claims, which said
statement being signed by the Counsel of the said creditors, and in their
motion, adopted and confirmed by the Court in view of a Commissioner's
report, and the cause being argued by Counsel. On consideration whereof
and with the written assent of the Counsel of the creditors entered on this decree,
the Court with assent, order and decree, that the said Jazewell Taylor, Receiver
or his agent, distribute the balance of \$2267.88, shown by this said
report to be in his hands among the said several creditors, according to the said
special statement "Q. Q.", in conformity with which he will pay ^{out of the said funds} as follows:
To J. N. Pierce the sum of \$1376, to Wells & Dickson the sum of \$50,
to Rena R. Chapman the sum of \$263, to Sampson White, the sum
of \$27.50, to Wm. C. Adams the sum of \$68.70, to Isaac Coper
Ex^r of Sarah Holliman dec'd the sum of \$1.45 ¹⁰⁰, to Willis Wilson
the sum of \$7.15 ¹⁰⁰, to Albert Clarke the sum of \$23, to Archd
Atkinson, Ex^r of James Chalman dec'd the sum of \$2.30, to
Thomas & Adams the sum of \$103, to Thomas H. Bolls the
sum of \$35, to John J. Mason, the sum of \$3.09 ¹⁰⁰, and to the
Trustees of the Theological Seminary of the Protestant Episcopal
Church of the Diocese of Ohio, then and styled Kenyon College,
the sum of \$305.09 ¹⁰⁰, and the said receiver will also
distribute the interest which he may receive from the Norfolk
Savings Institution, upon the fund in his hands distributed therein
as appears by his report among the several creditors above named
in proportion to their respective demands, and make a
report of his proceedings under this decree to Court.

Pierce

3 of the City
Smith & Co

Tough decree

16th May 1849

We hereby appoint to
this decree
(Signed)

C B Hayden Council for New
York College
Tasewell Taylor
Commissioner for all the other
counties.

To be entered

R. H. Baker

May 1849

Peace to them
Smith

The defendant Thomas Smith having departed this life intestate and the *Scire facias* against John J. Jackson administrator of the said Smith having been returned duly executed on motion of the Plaintiffs by their attorney it is ordered that the suit be removed against the said John J. Jackson administrator of the said Thomas Smith deceased and stand in the same place and position as it stood against ~~the~~ his said intestate at the time of his death. And the Court setting aside the order heretofore made for ~~hearing~~ hearing this cause with the favor of Mr. J. Smith ~~being set aside~~ and the cause coming on to be heard again on the papers formerly read and on the Report of Sale made by Commissioner Foster and Hayden in pursuance of the ^{decrees} ~~order~~ of October Term 1845 and also on the Report of Joseph W. Taylor showing distribution of the Fund collected by him in pursuance of the authority vested in him by the said decree. ~~now ready for~~ And the Trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio, otherwise styled Kenyon College, having moved the Court by their attorneys to be allowed to prove their claim ^{upon the usual terms} against the defendant Thomas Smith which is secured by the deed of trust referred to in the proceedings mentioned recited in this Court's County and the Counsel for the other parties consenting to ~~now~~ dispense with a recommendation of the Report to the Commissioner for that purpose of ~~recollections~~ and the Bond of the said Smith being filed in proof of the said claim. And the Court by consent of the parties by their attorneys approving and adopting the Statement herewith filed marked 22 showing the claim of the said Trustees and the amount to which they are entitled of the fund distributed heretofore and now to be

distributes as also the amount to which the other creditors
of the said Thomas Smith are entitled out of the said
fund after deducting the amount to which the defen-
dant Ann Maria Smith is entitled she by her counsel
moving all ~~for the~~ ^{excepting} to the Report of Commissioners
Lightfoot on the points reserved by the last decree made
herein. And the cause being argued by counsel on
consideration whereof the Court doth A D D that
the Report of sale and Distribution aforesaid as also
the Report of Commissioners Lightfoot on the points aforesaid
be performed And the Court doth further A D D that the Clerk
of this Court deliver to Jabezell Taylor Counsel for the defen-
dant of Thomas Smith in this cause the Bonds of James Thomas
returned by Commissioners Taylor and Hayden with their Report
as also the Bonds of Robert H Whitfield returned by George
Wilson as Trustee with his answer in the Suit of Wetters v
Smith and transferred to the papers in this cause by an
order made in the said Suit on this day. The said Taylor
executing a receipt for the said Bonds and the said
Jabezell Taylor is hereby authorized to collect the said
Bonds out of the sums received by him he will pay
to the defendant Ann Maria Smith in full satisfaction of
her dower and other interest in the property conveyed by her
by the deeds in the proceedings mentioned the sum of \$1205²³
with interest thereon from the 1 day of January 1846 till
paid and ~~that~~ ^{will} he then pay to the Trustees of the Theological
Seminary of the Protestant Episcopal Church of the Diocese
of Ohio the sum of \$314²³ with interest thereon from the
1 day of October 1846 till paid being the sum required to
make up their equal share of the sum the same aliquot
proportion of their claim against the said Thomas Smith which
has already been received by the other creditors of the said
Thomas Smith as appears from the Distribution Report herein
before mentioned and ~~that~~ ^{will} he then distribute the balance of the fund

between
Indience and Wentworth W. Perine. Wells and Dickson. Henry K. Chapman
Samuel White William C. Adams. Joseph Holloman. Willis
Wilson Albert Clarke. James Chalmers. Thomas v Adams
Thomas A. Botts. John G. Mason and the Trustees of the
Theological Seminary aforesaid in proportion to their respec-
tive demands as shown by the Statement 22. aforesaid and the
said Jabezell Taylor is hereby authorized to deduct from the
respective amounts hereby decreed is due to the said
creditors their respective shares of the costs of this suit
including a reasonable Attorney's fee and he will make
report of his collections and payments under this decree -
And it is further ordered that upon the payment by James
Thomas and John E. Adams of their Bonds herein mentioned that
Jabezell Taylor and Charles B. Hayden Commissioners of sale
execute and deliver to the said James Thomas and John
E. Adams a deed for the real premises ^{now} in the town of Smith-
field known as the "Grove" and mentioned in their report of
sale - And by consent of parties by their Attorneys it is further
ordered that Charles B. Hayden who is hereby appointed a
Special Commissioner for that purpose sell at public auction
or private sale as he may deem best and as such persons
offer in such portions as he may think proper the lands in Putnam
County conveyed by the deed of Thomas Smith in the proceedings
mentioned and make return of his proceedings herein
to the Court

Pence
v S:
Smith

Re: decem -
Oct Term 1847
T Taylor

At a Circuit Superior Court of Law & Chancery held for the County of
Isle of Wight on the 17th day of May 1844.

Thomas v. Peirce, Wentworth v. Peirce and

Margaret Peirce

Plts

against

In Chancery

Thomas Smith, Ann Mariab Smith (wife of

Thomas Smith), George Wilson, John Thomas

Goodwin, William Smith, William Bell, James

De Smith, Wiley R. Mason, A. J. C. Kuch, J. R.

& H. Smith late partners, Thomas O. Hlink

& H. H. Hlink under the style of Thomas O. Hlink

& H. Lewis Turner, & the said Thomas O.

Hlink partners under the style of Turner and

Hlink.

Defts

John Withers

Plt

against

In Chancery

Thomas Smith, Ann M. Smith, John Thomas

Goodwin, James Smith, Caleb Smith, Thomas

Smith Jr. Mary H. Smith, Lettice Smith,

Ann Mariab Smith, the last five infants

George Wilson & Gray Carver

Defts

On motion of the Plaintiffs in the first cause, it is ordered
that the said two causes be heard together: & that the decree pronounced in the
case of Withers vs Smith (herein designated as the second cause) at the last
term of this Court be set aside, and now the said two causes come on their
day to be heard together. In the 1st cause the Defendant A. J. C. Kuch who
is out of this country and against whom the Plaintiffs have proceeded
in the mode prescribed by Law against absent Defendants still failing to
appear & answer the original & amended Bills filed in this cause, on
motion of the Plaintiffs by their counsel the Court doth take the said Bills
for confessed as to that defendant, & the said Bills having been filed &
the service of the Subpoena acknowledged by the defendants J. N. H.
Henry Smith (composing the late firm of J. N. & H. Smith) Thomas O. Hlink,
of the firm of Thomas O. Hlink & Co for himself & his partner Henry Hisey
composing the said firm, & as surviving partner of the late firm of
Turner & Hlink who is dead and as to whom the suit is hereby abated,
and they still failing to appear & answer, on like motion the Court doth

Take the Bill for confessed as to the said last named defendants, and the said cause coming on again to be heard this day on the papers formerly read therein, on the answer of the defendant W. R. Mason to the original Bill, now filed by leave of the Court: And in the cause of Withers vs Smith, the death of the defendant Gray Camell is suggested, the having no further interest in the suit it is ordered to abate as to him & to stand dismissed - and the said cause now coming on to be again heard on the papers formerly read therein, & both of the said causes thus coming on, to be heard & decided by counsel: On consideration whereof the Court, as judge, order & decree that the Commissioners of this Court take an account of the demands of the Plaintiffs in the first cause, & of all the other Creditors of the defendant Thomas Smith secured by the deed of trust mentioned & referred to in the Bill of the Plaintiffs in said cause, who may choose to come in & prove their claims before the Commissioners upon the usual terms of agreeing to contribute to the expenses of the said suit, such liberty being reserved to said Creditors by this decree, & that the said Commissioners ascertain & report to the Court the value of the property conveyed by the Defendant Thomas Smith to his wife John Thomas Goodwin & James W. Smith Trustees of his wife by deed of March 1st 1842 referred to in the proceedings at the date of said conveyance, and what has become of said property, by whom the same is now held, & also the value of all the real estate conveyed by the Defendants Thomas Smith & wife by the several deeds in the proceedings mentioned, filed as Exhibits with the Bill of the Plaintiffs in the first cause: & that said Commissioners also ascertain & report the absolute value of the several fee simple Interest of the defendant Ann Maria Smith in the lands conveyed by the said deeds, & that he also ascertain the amount of the debts due the Defendant Smith, assigned by the said Smith, to the defendant W. R. Mason, distinguishing the separate debts from the separate, & that he ascertain state & report such other matters & accounts as any of the parties in the said causes may deem material & require to be stated -

A Copy? Teste

A. C. Mills Jls

A Copy? Teste

Barth: Lightfoot Comr.

Seal of Wright County Commissioners Office July 2^d 1844
The Parties to the foregoing suit, as well as all others interested in the subject matter therein, are hereby notified that I have appointed the 14th day of August next, to execute the duties required of me by the foregoing decree: on which day at 9 O'clock A.M. they will attend at Edwin Morrisons Tavern in the Town of Smithfield in said County with the necessary proofs & documents -

Barth: Lightfoot Comr.

I acknowledge service of the above. But state that I paid some \$600 or 700 years ago on the bond to Turner & Flint to L. Turner

& one half of the ground of my claim to my L. O. Flint, to L. Turner &c

Wm Smith

I acknowledge service of the foregoing notice

Notice - C. B. Hayden

Counsel for T. H. Smith & wife & her Trustees

James W. Smith - Counsel for Mary & Ann Smith

John W. Smith & James W. Smith

John W. Smith

A. W. Smith

W. R. Mason

W. R. Mason

W. R. Mason

W. R. Mason

Sampson White & Co. (Attorneys for Edith, Geo. Mary, William & Ann Smith)

Deince Had
vs Notice
Smith Had

N

Pence & others
v.
Smith

Withers
v.
Smith

On motion of the Plaintiffs in the first cause it is ordered that these two causes be heard together and that the decree pronounced in the ~~last~~ ^{of Withers v Smith (being designated as the second cause)} cause at the last term of this Court be set aside. And now the said two causes ^{come} ~~comes~~ on this day to be heard together. In the 1st cause the defendant A. J. C. Keech ~~being~~ who is out of the country and against whom the Plaintiffs have proceeded in the mode prescribed by law against absent-defendants still failing to appear and answer the original & amended Bills filed in this cause on motion of the Plaintiffs by their Counsel the Court doth take the said Bills for confessed as to that defendant. And the said Bills having been filed and the service of the subpoena acknowledged by the defendants I. N. Smith and Henry Smith (comprising the late firm of I. N. & H. Smith). Thomas O. Flint of the firm of Thomas O. Flint & Co. for himself and his partner Henry Hill or comprising the said firm and as surviving partner of the late firm of Turner and Flint composed of himself and Lewis Turner who is dead and as to whom the suit is hereby abated and they still failing to appear and answer ~~the~~ ^{to} the motion the Court doth take the Bills for confessed as to the said last named defendants. And the said cause ^{again} ~~comes~~ on to be heard this day on the papers formerly read therein on the answer of the defendant W. H. Mason to the original Bills ^{now} filed by leave of the Court. ~~And~~ But in the cause of Withers v Smith the death of the defendant Gras (anole) is suggested and he having no further interest in the suit it is ordered to abate as to him and the said suit dismissed. And the said cause now coming on to be again heard on the papers formerly read therein and both of the said causes thus coming on to be heard were argued by Counsel on consideration whereof the Court in the said two causes doth Adjudge order and decree that the Commissioners of the Court take in account of the demands of the Plaintiffs in the first cause and of all the other creditors of the defendant Thomas O. Smith secured by the deeds of Trust mentioned and referred to in the Bill of the Plaintiffs in said cause who may

choose to come in and prove their claims before the same person upon
the usual terms of agreeing to contribute to the expenses of the
said suit, liberty being ~~hereby~~ ^{expressly} reserved to them said creditors by this Court
and that the said Commissioner ascertain and report to the Court
the value of the ~~properties~~ ^{property} conveyed by the defendant Thomas Smith
to the depts John Thomas Gordon and James M. Smith as Trustees
of ~~the~~ his wife by deed of March 1. 1842. referred to in the proceedings
at the date of said conveyance and what ~~has~~ ^{has} become of said
properties by whom ~~the same~~ ^{the same} is now held and also the value of all
the real Estate conveyed by the defendant Thomas Smith and wife by
the several deeds in the proceedings mentioned filed as Exhibits with the
Bill of the Plaintiffs in the 1st Cause and that said Commissioner ascertain
and report the ^{absolute} value of the dower and ~~per~~ ^{simple} interest of the defendant
Ann Maria Smith in the lands conveyed by the said deeds and that
he also ascertain the amount of the debts due the defendant Smith
assigned by the said Smith to the depts W. H. Mason discharging
the separate debts from the separate and that he ascertain ^{and} ~~report~~
such other matters and accounts as any of the parties in the
said causes may deem material and require to be stated - ~~the~~

And in the cause of Perce and others vs Smith & others heretofore
designated as the first cause. the Court doth further A. O. & D. that the
sale made by W. H. Mason and Joseph Taylor as Commissioners
under the decree here to fore rendered in said cause of the Millville and
Mornings tracts as shown in their Report of sale heretofore returned
to Court be confirmed and that ~~the~~ the conveyances by the said Commis-
sioners to the purchasers ~~and~~ should be also confirmed and the said
Commissioners are hereby ~~required~~ ^{authorized} and required to
complete the execution of the decree rendered in this cause at the last Mas-
Term by selling the remainder of the real Estate of the defendant
Thomas Smith authorized to be sold by the said decree on the
terms therein mentioned and make report to the Court - and the
Court doth hereby authorize Joseph Taylor the Attorney of the
Plaintiffs to receive and collect the debts due to the said Thomas
Smith and assigned by him in his deed of March 1. 1842. to W. H. Mason
and to deposit ^{the proceeds of the same} the amounts received by him after deducting the
expenses and charges for collection in the office of the Farmers
Bank of Virginia at Norfolk and make report to the Court
of the amount ~~collected~~ ^{collected} and deposited by him.

Perce & others vs
Smith & others
No: 110
May Term 1844.
G. Taylor
J. S.

Notes of J Taylor Counsel for Plaintiffs in the suit of Pence & Smith -

At the last Term the Court decided that the Plaintiffs could only be considered as representing the interests of the creditors of Thomas Smith secured in the same category with them by the Trust deed of W. R. Mason - and that the ~~defendant~~ creditors on the other ~~debt~~ of that deed should be made parties - which has been done by an Amended Bill. and the cause duly matured as to them - At the last Term a decree was entered in Withers v. Smith of which I was not apprized until this Term - It was simply for an account of the value of Mrs. Smith's dower & other interest in the Estate of her husband conveyed by the deeds of March 9. 1842 - No steps have been taken to execute the decree - and as the same account is necessary in Pence v. Smith and the two causes are so inseparably blended that they must be heard together - I therefore propose in the decree herewith submitted - 1st that the two causes be heard together - 2nd That the decree in Withers v. Smith be set aside - the same enquiries proposed by that decree being inserted in my decree - 3rd In the suit of Withers v. Smith: G. W. Canoll was a party - He was the holder of a Bond of Geo. W. Purdin from whom Smith purchased the Penceville tract which was sold by Geo. Wilson Purdin (see his Report) Canoll's debt paid - so that he has no longer any interest in the suit & no revision is necessary. The decree proposes to make all the ^{necessary} enquiries ~~necessary~~ (as far as they occur to me) and accounts - which are to be used in both causes -

In the case of Pence & Smith there are some matters in which are not involved in the case of Withers v. Smith - viz -

Confirmation of the sale made by Mason & Taylor conforming with decree of May 1843 - and conveyance made by them - and authority to complete that decree.

There are some debts due Thomas Smith appraised by his deed to Mason - which Mr. Mason does not desire to be troubled with & which it is ~~under~~ agreed between us that I should collect & authority for that purpose is therefore inserted in the decree. May Term 1844 - respectfully Submitted by

Jos. W. Taylor

Counsel for Pence & Smith

Pence Mathews
Smith Smith
Notes of F. T. Smith. for
decease. May Term
1844.

Reed v. Smith et al.

McCombs & Co. appointed by a decree under seal in the
cause on the 6th day of May 1843. to make sale of the inter-
ests of the defendant Thomas Smith and wife in the
certain lands situated in the location of Kings George
Wentworth and and Caroline ~~County~~ in the proceedings
mentioned this day made their Report showing that
they had executed the decree in part only by selling
the ~~residual~~ interest of the defendant Thomas Smith and
the ~~entire~~ right of dower of the defendant Ann
Marion Smith in the tract of land situated in
Kings George County called Melville and Marston
and returned the Bond of Wentworth to H. Pierce with who
came there as security for \$922.⁷³ payable to the said
Comptroller. Which Report and Bond are received
and ordered to be filed and the cause coming on this
day to be again heard on the papers formerly read herein
on the Answer of the defendant W. H. Mason filed at the
last Court and on the said Report of the Comptroller.

and was argued by Counsel. In consideration whereof the
Court not now confirming the last Report but reserving
this for a future decree and bearing in opinion that
the creditors named in the Trust deed executed by the
deft^s Smith and wife recorded in King George County
not included in the first class of creditors should be
made parties defendants to the Bill before it would
be proper in the Court to decree for them in this
Cause both in notice of the Plaintiffs by their
Counsel give leave to the Plaintiffs to ~~amend~~
renew their Bill and make new parties, as
has been suggested and the Cause is remanded
to the rules for that purpose.

Penner +

^{S.}
Smith

No. de ene.

October June

1743.

J. Taylor.

Endeavour

At a Circuit Superior Court of Law and Chancery (continued
and held) for the County of Scofield the 5th day of May 1843

Thomas Pierce, Maturath W Pierce & Margaret Pierce Plffs.

against

Thomas Smith and Ann Maria his wife heirs, Thomas, Mary W,
Littleton, Ann Maria & Smith the six last infants children of the
said Thos & Ann Maria by their Gen. aditor, Thos Thomas Godwin,
James M Smith, Wiley R Mason, William Smith, William Bee,
George Wilson and John Withers.

This Cause came on by consent of parties by their counsel to be heard
on the bill and exhibits the answers of the defendants Thomas Smith
Wife, James M Smith, John Thomas Godwin, George Wilson, and
the infant defendants heirs, Thos, Mary W, Littleton, Ann Maria &

Smith by Sampson White their Gen. assigned to defendant and
General replication to the answers of the said defendants, ~~and~~
was argued by counsel on consideration whereof and by the
consent of parties by their Counsel the Court doth adjudge, order
and decree that Wiley R Mason and James Taylor who are hereby
appointed special commissioners for that purpose make sale
at public auction on a Credit of Twelve months of the lands &
interests of the defendants Thomas Smith Wife conveyed by the trust
deeds bearing date March 1st 1842 filed as exhibits with the bill
which are situate in the Counties of King George, Caroline,
and Westmoreland taking bonds and security for the purchase
money except for the expenses of the sale which shall be for cash and
retaining ^{upon the said lands & interests} a lien for the purchase money the said sales to be made
in the counties where the lands respectively lie and first giving
thirty days notice of the time and place of sale in such news-
papers published in Fredericksburg or Richmond and at the
court house door of the counties where the lands lie and that
the said commissioners return the said bonds so taken by them to the
court with a report of their proceedings thereon —

Copy

Teste N. P. Gungler.

Sir. I recd your letter at Smeltfield since which I have
 had no answer from you - At the recent term I obtained the return decree
 which was hastily & erroneously drawn but will answer the purpose.
 which was to secure the sale of a perfect title in the King Henry land.
 I hope you have advertised the lands under the deed of trust & if so
 please for the same day for the sale of the reversionary interest under
 this decree & have the notice published in the same way - I will
 attend the sale & shall be glad to close it as soon after 1. July as
 practicable unless you are of opinion that it would be best to
 defer it - Let me hear from you soon - As to the lands in Ireland &
 Wiltshire. I leave them to you - but should be glad to make an
 arrangement of it when I come up - if you can so arrange it -
 Norfolk May 25. 1843. Yours very sincerely Edgeworth Taylor

Thomas Rice Esq

or 3 Copy Decree

Thomas Smith Esq Esq



(Sample)

Wilby R. Mason Esq

King Henry C. H.
pa

Decree & Report -

Land in Ireland

Order for Wiltshire



Smith v. Smith.

This cause came on by consent of parties by their consent
to be heard on the Bill and Exhibits. The answers
of the defendants Thomas Smith & wife; James to the
Bill Thomas to the Bill George Wilson and of the
infant defendants (here insert names) filed by
James White their Gds ad litem appeared to
defend them in this suit & General applications
to the answers of the said infants and was
argued by counsel. The court then adjourned
and by like consent of parties by their
consent. The court. With A. O. & D. that
Henry H. Mason and Jaseville Taylor
who are hereby appointed special
commissioners for that purpose make
sale at public auction. In a tract of
32 acres of the lands ~~and~~ and interests
of the ~~said~~ defendants Thomas Smith &
wife conveyed by the deed dated
bearing date March 1. 1841. filed as
exhibits with the Bill, which are situated
in the frontier of King George County
and Washington County; taking Bonds
and security for the purchase money
except for the expenses of sale which
shall be paid. Outstanding
lien upon the said lands & real
interests for the purchase money
~~has been paid for and paid~~
giving 30 days notice of the time
of sale in each newspaper
for the best price. House door
of the families upon the lands
be and also the said James
not return the said Bonds to
when by them to defendant in the
a report of him for use as
them to the
court

The court orders
the said parties
to be made
in the frontier of
King George County
Washington County

Prin

m:

3

Decem

Smith

[Faint, illegible handwritten text, possibly bleed-through from the reverse side of the page.]

I, *J. B. Moore*, Editor
The Virginian, a newspaper printed in the City of Norfolk, in the State of Virginia, do hereby certify that the order hereto annexed has been published once a week for four successive weeks in the Newspaper aforesaid.

Given under my hand this *16th*
day of *October* A. D. 1871

Cost of executing the said order, paid by the above-named plaintiff, \$ *4.00*

Advertising Rates, per square (10 lines nonpareil), first insertion 75 cts, each subsequent insertion 37½ cts, or 50 cents when ordered on alternate days.

CIRCUIT COURT OF ISLE OF WIGHT:—

T. N. Pierce, and als. }
vs. } IN CHANCERY.
Thos. Smith's rep. and als. }

By decree rendered in this cause at October Term 1866, the undersigned was appointed commissioner to ascertain and report to court whether there be any funds now on hand subject to the order of the court in the said cause, and any charges in said fund proper to be paid, and whether any other assets can be realized, and if there should be found any balance for distribution among the creditors of said Thos. Smith, to report how they should be distributed. All persons interested in the execution of said decree are hereby notified that I have fixed upon THURSDAY, the 8th day of June next, as the day for the execution of said decree, at the office of Tazewell Taylor, in the city of Norfolk.

ap22 law4w C. B. HAYDEN,
Commissioner.

GLENNAN, RUFFIN & CO.

VIRGINIAN NEWSPAPER & JOB PRINTING OFFICE.

JOB PRINTING NEATLY AND
PROMPTLY EXECUTED.

Norfolk, Va., October 16th 1871

Mr. C. B. Hayden,
To NORFOLK VIRGINIAN, Dr.

For ad suit of Pierce vs. Smith, law4w \$ *4.00*

Received Payment.

CIRCUIT COURT OF ISLE OF
WIGHT:—

T. N. Pierce, and als.,

vs.

Thos. Smith's rep. and als.

} IN CHANCERY.

By decree rendered in this cause at October Term 1866, the undersigned was appointed commissioner to ascertain and report to court whether there be any funds now on hand subject to the order of the court in the said cause, and any charges in said fund proper to be paid, and whether any other assets can be realized, and if there should be found any balance for distribution among the creditors of said Thos. Smith, to report how they should be distributed. All persons interested in the execution of said decree are hereby notified that I have fixed upon THURSDAY, the 8th day of June next, as the day for the execution of said decree, at the office of Tazewell Taylor, in the city of Norfolk.

C. B. HAYDEN,

Commissioner.

ap22 law4w

Office of Sagerell Taylor Esqr.
Attorney at Law
Norfolk, Va. 8th of June 1871.

To the Circuit Court of Elbert County
Pursuant to the annexed Decree
of October Term 1866 of said Court in the
Chancery suit pending in said Court
between J. N. Pierce & al. Plaintiffs & Thomas
Smiths Representative & al. Defendants, the
undersigned, who was appointed Special
Commissioner to ascertain & report to
Court whether there be any funds now
on hand subject to the order of the
Court in the said cause, & any
charges on the said fund proper to be
paid, & whether any other assets can
be realized, & if there should be found any
balance for distribution among the credi-
tors of said Thomas Smith to report how
they should be distributed, reports to the
Court that on the 22nd day of April 1871
he gave notice by advertisement in the
Norfolk Virginian, a newspaper published
in the City of Norfolk, that he had fixed
upon Thursday the 8th day of June next
for the execution of said Decree at the
Office of Sagerell Taylor in the City of
Norfolk, which notice was

inserted once a week for four successive weeks from said 22nd day of April in said newspaper, as will appear from the Certificate of the Editor thereof herewith filed, that the only fund now on hand subject to the Order of said Court is the sum of \$23.⁰⁸/₁₀₀ on deposit in the "Norfolk Savings Institution" to the credit of this cause. That no other assets can be realized; That there is no balance for distribution among the creditors of said Thomas Smith, the sum on deposit aforesaid not being more than sufficient to pay the costs of the suit inclusive of Attorneys' fees, the costs having accumulated during the time since the Dec.

Given under my hand as Commissioner aforesaid, the day & year first aforesaid.

C. B. Hayden

Pence v. Smith
v.
Smith

Commissioner Hayden
Report under Decree
of October Term
1866

July 5th 1871
filed

Dear Charles

I enclose you check for \$116.97 balance of
\$116.97 collected on deposit in J. H.
Southwell case. and will pay back
\$24.19 for fee to review when I see
how. I should have done this sooner
but somehow have delayed it till now.

The balance to credit of Penn v.
Smith is \$123.08. I do not know
how to answer your question as to
the deposit. It was talked of
between us that we should draw
this balance for our fee or
order an attorney after paying
costs. otherwise it will be distributed
pro rata. which might lead to some
result as we could then retract.

Do what you think best.

Yours very truly
Barnwell Taylor

Chas. H. Taylor Esq.
Smithfield

Winchester June 16. 1871

Taylor

Piercy

Smith

Warrenton 29th Nov. 1854

To the Clerk of the Circuit Court
of the County of Isle of Wight

Dear Sir

You please deliver to Mr.
William Smith the bond of Wm. Smith and
Thomas Smith payable to Turner & Flint and
filed in your office in the suit of ~~also~~
a negotiable note filed in the same suit given
by William Smith to Thomas Smith for the
benefit of Tho. A. Flint & Co. or dismiss the
suit agreed as far as Turner & Flint are
concerned

Tho. A. Flint Senior
in presence of Turner & Flint

Stones & Flints
order.

June 26th 1834- Received of S P Young Clerk of the
Circuit Court of Isle of Wight County, Bonds from number
One to Nineteen inclusive filed with Commissioner C B
Hayden's report of Sale Number Six made in the cause
of Pierce et al, vs Smith et al, which bonds by a decree
in said cause of May 16th 1834 the said clerk was directed
to deliver to Fagwell Taylor Receiver in said suit on his
executing his receipt therefor

Fagwell Taylor
Receiver

Pierce & Co }
as }
Smith & Co }

Receipt of Dazewell
Taylor Receiver
for Bonds, delivered
under beaver of May 18
1834 -

Pursuant to the unrevoked decree of the Circuit Court of Isle of
Wight County pronounced at its October Term 1847 in the cause of
Pierce et al vs Smith et al, the undersigned thereby appointed
special commissioner for the sale of the Pendleton & Highland
lands in the proceedings mentioned, reports the following addi-
tional sales made since those reported in Report No 5 -

- No 1 - To Samuel K Nelson, 1200, acres, bounded as plat No 1, herewith
filed, sold on the 7th day of Feb. 1853, for which the said purchaser
with Jacob F Johnson as surety executed their Bond for \$40.00 pay-
able on the 1st of May 1853, marked No 1 & herewith filed -
- No 2 - To Jesse Landers 445, acres, bounded as in plat No 2 herewith filed;
sold on the 21st day of Apr 1853, for which the said purchaser with
James Kimble as surety executed their Bond for \$42.28 payable
on the 15th of May 1853, marked No 2 & herewith filed -
- No 3 - To Edward J Coatsney, 56 acres, bounded as in plat No 3 here-
with filed; sold on the 27th of Apr 1853, for which the said pur-
chaser with C J Peopst as surety executed their Bond for \$14.00
payable on the 1st of May 1853, marked No 3 & herewith filed -
- No 4 - To Jacob Amantout, 258 acres, bounded as in plat No 4 herewith
filed, sold on May 25th 1853, for which the said purchaser with W^m
Amantout as surety executed their Bond for 23.75 payable
on Oct 1st 1853, marked No 4 & herewith filed.
- No 5 - To Jacob Alt, 199 acres, bounded as in plat No 5 herewith
filed; sold on May 27th 53; for which the said purchaser with
Sno S Bond as surety executed their Bond for \$18.90 payable
on Oct 1st 1853 marked No 5 & herewith filed -
- No 6 - To Benjamin Shreve, 350 acres (in three tracts) bounded as in
plat No 6, herewith filed; for which the said purchaser with
^{George W Eagle}
~~Samuel Shreve~~ as surety executed their Bond for \$^{10.00}~~40.00~~ with int
from Oct 4th 1853, payable on May 1st 1854 marked No 6 & herewith filed.
- No 7 - To George W Eagle 146 acres, bounded as in plat No 7 & herewith
filed, sold on Oct. 14th 1853; for which the said purchaser with
Benjamin W Shreve as surety executed their Bond for \$20.00,
payable on May 1st 1854, marked No 7 & herewith filed -

- No 8 - ^{1st} To James Shreve 2754 acres, bounded as in plat No 8, here with filed, sold on Oct 14th 1833, for which said purchaser with Benjamin W Shreve as surety executed their Bond for \$44.00 with int from Oct 14th 33 - payable on 1st May 1834, marked No 8, & herewith filed -
- No 9 - ^{1st} To John S Bond 130 acres, bounded as in plat No 9 here with filed, sold on Oct 26th 1833, for which the said purchaser with Daniel Holloway as surety executed their Bond for 12.35 payable on May 1st 1834, marked No 9 & herewith filed -
- No 10 - ^{1st} To George Full 267 acres (in two tracts) bounded as in plat No 10 herewith filed, sold on Oct 11th 33, for which the said purchaser with Jason Full as surety executed their Bond for \$8.19 payable on May 1st 1834 with int from Oct 12th 33 with Henry H as surety for \$5.00 with int from Oct 27th 33, payable on 1st May 1834 which Bonds marked No 10, are herewith filed -
- No 11 - ^{1st} To Daniel H Armantout 180 acres (in two tracts) bounded as in plat No 11 - herewith filed. Sold on Nov 26th 1833, for which the said purchaser with Jacob Armantout as surety executed their Bond for \$10.00 payable on May 1st 1834, marked No 11 & herewith filed -
- No 12 - ^{1st} To John Bowers & Timothy Simmons 170 acres bounded as in plat No 12 herewith filed, for which the said purchasers with Philip Bible as surety executed their Bond for \$23.33 payable on May 1st 1834, marked No 12 & herewith filed -
- No 13 - ^{1st} To Jesse Landes 200 acres bounded as in plat No 13 herewith filed, sold on Dec 20th 1833 for which the said purchaser with John P as surety executed their Bond for \$23.40 payable 1st of May 1834 marked No 13 & herewith filed.
- No 14 - ^{1st} To Thomas J North, 30 acres bounded as in plat No 14 herewith filed, sold on Dec 27th 1833 for which the said purchaser with W^m & North as surety executed their Bond for \$5.00 payable on 1st May 1834, marked No 14 & herewith filed -

- No 15 - ^{1st} To John Riggelman 325 acres bounded as in plat No 15 here with filed, for which the said purchaser with B. W Joel Riggelman & A Reed as sureties executed their Bond for \$30.88 payable on May 1st 1834, marked No 15 & herewith filed.
- No 16 - ^{1st} To Arnold & Harry Lambert 60 acres bounded as in plat No 16 herewith filed, for which they executed their Bond for 4.00 payable on May 1st 1834, marked No 16 & herewith filed -
- No 17 - ^{1st} To Elias Lambert 29 acres, bounded as in plat No 17 herewith filed, for which he & S F Johnson as surety executed their bond for \$4.00, payable on May 1st 1834, marked No 17 & herewith filed -
- No 18 - ^{1st} To Henry Simmons 593 acres bounded as in plat No 18, here with filed, for which he & S F Johnson as surety executed their bond for \$28.17 payable on May 1st 1834 marked No 18 & herewith filed -
- No 19 - ^{1st} To John E Wilson 1209 acres, bounded as in plat No 19 here with filed, for which he with S F Johnson as surety executed their Bond for \$57.43 payable May 1st 1834, marked No 19 & herewith filed -
- No 20 - ^{1st} To Solomon May 160 acres bounded as in plat No 20 herewith filed for which he paid the sum of \$~~12.53~~^{12.53} which you commission paid to Jazwell Taylor, ^{Receiver} on Jan 1834,
- No 21 - In Report No - 3 - heretofore made, a sale was reported to Philip Harper according to a plat filed with said Report which plat owing to a mistake of the Surveyor did not include five acres purchased by him & the price of which was included in his Bond returned with said Report, which Bond has been pd by said Harper & a deed executed & delivered to him for the land purchased by him except the aforesaid 5 acres & for which he is entitled to a deed, according to the boundaries of said tract as described in plat No 21, herewith filed -

All of which is respectfully submitted

April 20th 1834 -

Signed C. B. Hayden

Pierce et al
vs
Smith et al } In Chancery

Commissioner Hayden
Report of Sales
No. 11

Filed 10th May 1834
Comm. Secy. Genl.

London 10th 13

1829 Mth Aaden To Surveyor of D.C. Dr
Sept 11th

To carrying three plates & entreaties of -	
Chambers' Land of six courses each	\$1.50
" 113 courses over six	3.39
Received from J. F. Johnson S.D.C.	4.89

Mr Haden

7.89

March 1, 1853

Surveyed for Philip Harper of Elias a Tract of
land containing five acres part of a Tract of
22750 acres Granted to Joseph & Benjamin
Chambers by Patent. Situate in Pennington County
Va on Harper Gap Run adjoining Solomon
Hearnes Land Bounded as follows viz. Begin-
ning at a white oak near the broken bridge
and running S $33\frac{1}{2}$ W 28 p. to a white oak by
the road S $82\frac{1}{2}$ E 29 p. to a pine on a hill
thence N $33\frac{1}{2}$ E 28 p. to two red oaks N $82\frac{1}{2}$ W
29 p. to the Beginning

Jacob F. Johnson S. T. C.

No-21

Philip Harper of Ohio
certificates
5 ans
Pender to Co Va

D

March 1, 1853 Surveyed for Solomon
Day a Tract of Land containing 160 acres part
of a Tract of 22,750 acres Granted to Joseph and
Benjamin Chambers by Patent Setence in Shenandoah
County Va on the east side of the North Fork Mountain
adjoining the Lands of Noah Harman and
Amby Harper Bounded as follows viz. Begin-
ning at a large white pine on the top of the
North Fork Mountain Noah Harman corner thence
with his line S 63 $\frac{1}{2}$ E 64 p. to two chestnut oaks
in a line Amby Harper corner thence with his line
N 44 $\frac{1}{2}$ E 400 p. to seven chestnut oaks & two pines
Harper & Huffmans corner thence up the Mountain
N. 63 $\frac{1}{2}$ W. some 70 poles to the top of the ~~Mountain~~
North Fork Mountain thence measuring the top
of said Mountain with Harman's line to the
Beginning

Jacob F. Thomas Jr.

No. 20

Solomon Day
certified
 160 ans
 Peckleton Co Va

October 10th 1853 Surveyed for John E Wilson
1425 Acres of Land Situate in the County of
Pendleton on the head Waters of Smiths Creek &
Including part of the Rollman Mountain and adjoin-
ing his own former lands the land of Wm McCoy &
Henry Simmons being part of 30.860 acres Originally
Granted to Jas & Benjamin Chambers by patent &
Bound as followeth Viz. Beginning at a red oak
& Locust on the Bank of Smiths Creek the original
Chambers corner Thence With one of its lines S 67 $\frac{1}{4}$ ^o
E 209 poles to a red oak & Birch on the bank of
the creek McCoys corner & corner to Chambers Survey
Thence With McCoys line N 72 $\frac{1}{2}$ ^o W. 70 po. passing
a corner of McCoys to a Birch & 2 Spruce pine Saplings
Thence With said McCoys line S 33 $\frac{1}{2}$ ^o W 1114 po. to a
Hickory Sapling on a ridge his own & Henry Simmons
Division Corner and With the same N 21 $\frac{1}{2}$ ^o W 441 po
crossing Rollman Mountain & Smiths Creek to two pine
Saplings by Gashan Road Division Corner of said
Simmons & his own Thence N 41 $\frac{1}{2}$ ^o E 52 po to a White &
pitch pine Thence ^{N. 74 $\frac{1}{2}$ ^o} E 52 po. to a birch & White
pine on Rocks by said road Thence N 42 $\frac{1}{2}$ ^o E 150 po.
to a small chestnut tree by a large Rock below the
road Thence N 36 $\frac{1}{2}$ ^o W. 60 po. cross in two small branches
to a chestnut oak and Maple ~~thence~~ near one of said
branches Thence N 24 $\frac{1}{2}$ ^o E 122 po. to two chestnut Sap-
lings Thence S 80 $\frac{1}{2}$ ^o E 41 po. to a birch & two Spruce pines

near a runn Thence down the same S 82° E 56 ps. to two
 Birches near a high cleft of Rock Thence S 68° E 48 ps.
 to a birch Red oak & Spruce pine by the Runn Thence
 N 85° E 36 ps to two Spruce pines by Smiths Creek
 Thence down & With the Meanderings of Said Creek to the
 Beginning
 Emanuel Atogast

Note There is 216 acres included in the above described
 Survey belonging to E. J. Coatsney and Bible which is
 excepted and reserved leaving 1209 acres to be
 conveyed etc

J. H. Johnson S. D. C.

John E. Nelson
Attorney
 1209 acres
 Conveyed to you

October 10th 1853 Surveyed for Henry Simmons
593 Acres of Land Situate in the County of Pendleton
on the head of of Smiths Creek and adjoining his
own former Land, the Lands of John C. Wilson Balser
Hammes Calhoon & Simmons Martin Judy & Isaac —
Teter being part of a Survey of 30860 Acres Originally
Granted to Lo: & Benjamin Chambers by patent.
& Bounded as followeth viz, Beginning at a
Hickory Sapling on a Ridge his town and —
Willsons Division Corner thence With one of
his own former lines S 33° W 202 ps to a locust &
Sugar Trees his own & Hammes Corner and With
Said Hammes line N 55° W 200 ps to two pitch pines
Near the Top of Rollman Mountain Said Hammes
& Calhoons Corner & With a line of the former N 31°
E 120 ps to four pitch pines on Rollmans Mt. in big low
place thence N 20° W 50 ps to two Hemlocks ^{near a run} Said Cal-
hoons & Judy's Corner & With a line of Judy's N 5°
E 106 ps to two Spruce pine at the forks of a Run
Said Judy's & Teters Corner ~~N 5° W 190 ps~~ and With
Said Teters line N 5° W 190 ps ascending Steep Rough
ground and over a cleft of Rocks to the Loshan Road.
thence leaving Said line N 83° E 68 ps. to two pine Sapling
by Said road corner to Willsons Land and With Said
line S 21° E 441 ps to the Beginning

Em: Arlogost

No. 18

Henry Simmons

entirely

593 acres

Paid to ten 60 va

February 22nd 1854 Surveyed for Olias Lambert
a tract of Land containing 29 acres Situated in
Pendleton County on the east side of the North
Fork adjoining his own Land the Land of Henry
Bennett and Wm Vandewater being part of a
tract of 30,860 acres Granted to Joseph and Benja-
min Chambers by patent Bounded as follows viz
Beginning at two large chestnut oaks on the top of
the Deer Knob Wm Vandewater corner them
with his line S 82° E 50 p^s to a white and red
oaks corner of same & Bennetts corner them
with a line of Bennetts N 20° E 72 p^s to two chest-
nut oaks & red oak Bennetts corner them with
his own line N 77° W 24 p^s crossing a run to a
spruce pine & cucumber his own former corner
N 31° W 54 p^s to a spruce pine and birch by said
run his own former corner S 15° W 115 p^s to the
Beginning

Jacob F. Johnson S. P. C.

No-17

Elias Lambert
certificate
29 ans

Pendleton Co Va -

February 10th 1854 Surveyed for Arnold and
Harvey Lambert Two Tracts of Land Situate
in Pendleton County on Dry Run of the North
West containing in all some eighty acres be
the same. Wherever left one of said Tracts lies
on the East Side of the said Dry Run at the
Mouth of Hawkish Run Bounded on the North
Side by the line of Henry Tomawenaw on the
West or Dry Run Side by the various meanderings
of the line of Amos Judy so as to extend up dry
Run to Nelsons Hawkish Lands and on the
East by the said Nelsons line & the said Lambert
own line so as to include all the Smith Land
between the said lines above mentioned supposed
to contain some 40 acres The Other Tract lies
on the West Side of Dry Run between the corners
of Miles Parsons Amos Judy and Leonard Harper
Beginning at Amos Judy & Miles Parsons corner
West Side of Dry Run thence down along the River
Hill with Judy's line to Harpers line thence
up with Harpers line to Parsons corner & with
Parsons line to the Beginning containing some
20 acres being part of a Survey of 30.860 acres
Granted to John Benjamin Charles & Peter

Jacob H. Johnson SR

~~21~~
 Arnold & Harry Lambert
 certificate
 60 ans

Pendant les 60 ans

March 30, th 1853 Surveyed for John Rippleman
three hundred and twenty five (325) acres of land
being part of a tract of 22750 acres granted to
Joseph and Benjamin Chambers by Patent to them
in Pendleton County Va. on the Mountain between
the S. Branch & North Mill creeks between the
lands of George Judy and John Ayres Bounded
as follows viz Beginning at two chestnut oaks
on a ridge in the Chambers line thence with Louman's
line N $36\frac{1}{2}$ W 162 p. to three pines on a flat
N $5\frac{1}{2}$ W 104 p. to three chestnut oaks on the top
of the Mountain S 79° W 30 p. to a chestnut oak
& two pines on a cleft of rocks S 84° W 125 p. to a
large Sugar & Gum on a hill side Judy's & Ayres
corner thence with Ayres line S $36\frac{1}{2}$ W 128 p.
to a black oak & gum Ayres corner thence
crossing the Mountain N 87° E 91 p. to two chestnut
oaks on the top of the Mountain S 43° E 264 p.
to two pines and chestnut oak by Rippleman's
path in the Chambers line thence with the same
N 33° E 129 p. to the Beginning

Ja. & F. Johnson S.P.C.

December 1st, 1853 Surveyed for Thomas J North
a Tract of land containing 30 acres Situate in Pontec-
ton Co Va on the South Branch at the Rock bridge
adjoining his Sugar hollow Land being part of
a Survey of 22750 ac Granted to Joseph and
Benjamin Chambers by Patent since 30 acres is
Bounded as following Beginning at a white oak
on the bank of the Branch below the rock bridge
corner of Senkles Indian Survey thence up the river
S 48° E 56 p to the chambers line & with the same
S 48° W 62 p to a pine and white oak Chambers
corner N 34° W 28 p to a bush Chambers corner
N 4° E 40 p to three white oaks Chambers corner
S 71° W 34 p to two black oaks S 40° W 34 p to
a pine & white oak Chambers corner in Hollings
worths line & with the same N 4° E 48 p to a large
white pine in said line Eagles corner thence
down with Eagles line through the shade of oaks
S 85° E 67 p to the River to the Beginning

J. F. Johnson S. C.

No-14

Thomas J North

certificat
30 years

14

February 11th 1854 Surveyed for Jesse Saunders
a Tract of Land containing some 200 acres be the
same more or less Situate in Pendleton County
on the South Branch in the Smoky holes Board
as follows Beginning at the South Branch in the
County line dividing Hardy & Pendleton thence with
the County line S 61° E poles to said ~~Land~~ ^{Land}
corner of 1st Tract B.C. of Hayden thence with his
own line to his own and Judge's corner thence
with with Henry Judge's line around the North
end & up on the west side (of said Judge's land
lying on the East side of the South Branch) so as
to include all the Smith Land between the said
Judge's land on the east side of the River and
his Old Tract to the upper end of the said
Smith Land thence down with the meanders of
the South Branch or with his old line to the
Beginning being part of a Survey of 22450
acres Granted to Joseph & Benjamin Chambers

Jacob F. Johnson S.D.C.

No-13

Jesse Landis
acquired
200 acres
Pendleton Co Or

December 13th 1853 Surveyed for John Bowers and
Timothy Simmons a Tract of land containing 770
acres lying and being in the County of Tolland
& State of Va in Goshen adjoining and between
the lands of Hollingsworth, Geo A Phares Elias
Lambert Isaac Peter Henry Simmons and
John E Wilson on the waters of Smiths Creek
It being part of a Survey of 30860 acres
granted to Joseph and Benjamin Chambers
by Patent and is bounded as follows viz.
Beginning at two white oaks in the bottom of Smiths
Creek west side thereof Henry Bibbes corner and
in a line of the Chambers Survey thence with the
same N 78° W 82 p. to three chestnut oaks from
one root by the former corner of Chambers & Hol-
lingsworth thence with Hollingsworths line S 82° W
83 p. to a chestnut oak and three pines on a ridge
Hollingsworths corner N 72° W 144 p. to two pines on
a ledge of rocks by a corner of the same S 86° W
20 p. to two chestnut oaks & pine on a ridge at a
point of rocks N 70° W 30 p. to a red oak on a
ridge in Geo A Phares line thence with the same
S 41° W 330 p. crossing a deep hollow to a white pine
and hemlock on a ledge of rocks 3^d Phares & Lambert
corner thence with Lamberts line at the N.E. corner
of Miles wholeberry patch S 17½° W 320 p. to Peters
line & with the same S 5° E 1 p. to the Goshen road
Henry Simmons corner thence with his line N 83° E 68
p. to two pine saplings by said road 3^d Simmons end
John E Wilsons corner thence with Wilsons line N 41°
E 52 p. to a white and pitch pine 3^d Wilsons corner
N 74½° E 52 p. to a birch & white pine on rocks by 3^d Road
corner of the same N 42° E 150 p. to a small chestnut
tree by a large well corner of same N 36° W 60 p. to a
chestnut oak & maple corner of the same N 24° E 122 p.
to two chestnut saplings corner of the same S 80° E 41 p.
to a birch & two 3^d pine pines near a run corner of the

Same S82 E 56° to two birches near a high cliff
of rocks corner of the same S68 E 48° to a bush
red oak & spruce pine corner of same N85 E 36°
to two spruce pines by Smiths Creek corner of
the same thence down with the meanders of
the same pole to Bibbs line & with
the same to the Beginning

J. H. Johnson J.P.C.

No. 12

John Bowers &
Timothy Simmons
certified
770 and

This Deed to be made
to the persons named
above jointly

November 26,th 1853 Surveyed for Daniel H. Arman
"Trout Two Tracts of Land Situate in Pendleton
County Va they being part of a Survey of 22750
acres Granted to J^{rs} Benjamin Chambers by
patent One of which Tracts lies on the Cave Mountain
adjoining the Lands of George Eagle tract
Arman tracts & his own Land. It is Bounded as
following Beginning at a Chestnut oak and
lynn on a hill side West of Cave Mountain Geo.
Eagles corner thence with Eagles line S 28° W 60 p
to a pine and chestnut oak Eagles corner thence
with his line S 57° E 38 p to an ash oak and
birch on the top of the Mt. corner of same S 4° E
120 p to a large white pine corner of the same
S 63° E 46 p to two pines on a ridge corner of the
same S 9° W 72 p to a chestnut oak in the Cham
bers line thence with the same N 35° E 60 p
to three pines in said line tract Arman tracts
corner thence with his line N 30½° W 94 p to a pop
lar in Brustay hollow by a quain corner of the same
N 44° W 102 p to a black oak history and chestnut
on the top of said Mountain N 27° E 100 p to a
chestnut oak corner of the same N 41° E 112 p to
two chestnut oaks corner of the same N 27° E 28 p
to a double white oak corner of the same & Boggs cor
ner thence with Boggs line N 33° E 46 p to three
chestnut oaks on the top of the Mountain Boggs
corner N 48° W 56 p crossing a cleft of rocks to a
white and red oak corner of the same N 36° E 88
p to a white oak and pine Boggs & Ayres corner
thence with Ayres line S 31° W 134 p to a lynn
& ash on the west side of the Mt. Ayres & Jucys
corner S 58° W 36 p to two sugar and locust corner of
the same S 21° W 49 p to a white oak & iron wood
sapling corner of the same thence a short line

220 poles to the Beginning containing 150 acres
 be the same more or less the other part lies on
 the Branch at the Rock brake adjoining the Collier
 land & Here the Inclusive Survey contains 30 acres
 and is Bounded as follows. Beginning at a dou-
 ble pine corner of his Collier land thence S 35° W
 132 ps to a chestnut oak & two pines on a ledge of rocks
 S 27° E 28 ps to a white oak at the river S 88° E 46
 ps to a white oak on a ridge corner of the Chambers
 Survey thence with the Chambers line N 10° E 90 ps
 to a line of his Collier land & with the same N 44° W
 6 ps to a pine tree and a chestnut his former corner
 of Collier land N 7° E 42 ps with his line to
 the Beginning

No-11

J. F. Johnson J.P.C.

D. H. Armandrou

Certified

2 Decr 180 ad.

October 11th 1853 Surveyed for George
Full Two Tracts of land Situate in Pendleton
County ~~etc~~ on the South Branch (Smoke Hole) 1
being part of a Survey of 22750 acres Granted
Joseph and Benjamin Chambers by Patent
One of said Tracts contains 167 acres and
adjoins his home place on the East side & is
Bounded as follows viz Beginning at a Hickory
and beech on the E. Bank of the Branch corner of
the Haigler tract thence with lines of the same
N⁷W 20^{ps} down the River N 15[°]E 50^{ps} with a
line crossing the River to a black oak and pine
corner of the same thence N 9[°]E 58^{ps} with a
line to a line of 85 acres that Granted to George
Full thence with the same S 87[°]W 36^{ps} to two
white & two spanish oaks on a ridge at a cleft
of rocks corner of said 85 acres N 12[°]W 58^{ps} to
a pine sapling by a run at his former corner
thence with a line of his home place S 8[°]W 12^{ps}
to a red oak sapling his former corner thence
with his line S 72[°]W 82^{ps} to a chestnut tree his
former corner S 32[°]W 20^{ps} to a chestnut sapling
his former corner S 14[°]E 20^{ps} to a red oak S 25[°]
W 26^{ps} to a chestnut oak on the point of a hill
South 40^{ps} to a sugar tree & two limes in a
draft his former corner S 74[°]W 70^{ps} to a hickory
and poplar on a hill side his former corner
& Cosc's corner thence leaving his line S 23[°]E 50^{ps}
to a chestnut oak gum & birch on a rocky hill
side thence East 90^{ps} to six pines on the top of
a knob N 66[°]E 34^{ps} to a red oak on a steep hill
side N 81[°]E 65^{ps} to the Beginning. The other Tract
contains 100 acres lying on the East side of the
River adjoining said between his former land
& Lucys Beginning at two chestnut oaks on

on the top of the Mountain Pegglemans corner thence
with his line S 87° W 91 ps to a black oak and
lynn Ayres corner thence with his line N 44° W
32 ps to a pine on a ridge Ayres corner in Fells
line thence with Fells line S 50° W 40 ps to two
pines Fells corner S 4° E 40 ps to two chestnut oaks
Fells corner S 13° W 93 ps to a lynn & sugar on a
hill side corner of the same thence N 53° W 34 ps
to a white oak on a steep hill side corner of
the same thence with Judays line S 5° W 38 ps
to a hickory Judays corner S 43° E 20 ps to a sugar
& lynn Judays corner S 8° W 38 ps to a large chestnut
oak corner of the same S 12° W 26 ps to two chest
nut oaks by the top of the Mt. Judays & Ayres
corner N 39° E 300 ps to the Beginning

No-10

J. F. Johnson & P. C.

George Fells

Certified

2 Decrs 267 ad.

There is two Bonds
executed for this land
one by James Fells &
the other by George

September 1, 1853 Surveyed for John &
Bond a Tract or parcel of Land containing
one hundred and thirty acres (130) lying
and being in the County of Franklin Pa
on the West side of Potomac River
adjoining the Lands of Jacob ~~Alt~~ Martin
Nise and James Boops It being part of
a Tract of 22750 acres granted to
Benjamin Chambers by Patent The said
130 acres are Bounded as follows viz
Beginning at a white oak in a stony field
in the Chambers line thence N 51° W 68 ft
to three white oaks in Boops line thence with
the same N 1½° E 182 ft to a white oak & a
sycamore Boops corner thence leaving his line
S 75° E 76 ft to three pines and a chestnut oak
on a bench of rocks Alt's corner thence
with Alt's line S 51° E 100 ft to two
chestnut oaks sycamore maple & white oak
beginning in the Chambers line thence with
the same S 35° W 174 ft to the Beginning

Jacob H. Johnson 1853

No-9

Jno S Bond
Certificate

130 acres

October 13, th 1853 Survey call for James Shreve
a tract of land containing 2754 acres situated
in Pendleton County Va. on the East side of North
Mountain in the Smoke Hole adjoining the
lands of George Full & George Huffman part of
a Survey of 22,750 acres Granted to Jo^l. & Benjamin
Chambers by patent and is Bounded as follows
Beginning at three pins by a path near the top
of the North Fork Mountain. Solomon Vanmeter
corner them with his line to George Fulls line
of Hayden Hat & with the same to a sugar and
chestnut oak Geo Fulls corner them with his line
S 44° E 4 p^s to a chestnut in Sacci Fulls old line
& with the same S 33° W 178 p^s to a white oak
black oak & sugar tree on the E. side of a line
corner of the same S 77° E 38 p^s to a maple and dog
wood by a gully Fulls corner S 46° E 78 p^s crossing
a branch to a hickory & poplar Fulls corner S 23° E
50 p^s to a chestnut oak gum & birch on the side of
a rocky knob. East 20 p^s to six pins on the top
of Sacci knob N 66° E 34 p^s to a red oak on a steep
hill side N 81° E 65 p^s crossing the river to a hickory
and beech on the East bank of the River thence
up with the meanders of the same 600 p^s to
a white oak three spruce trees & red oak on the west
bank of the River just above the Channel Ford
by a path N 76° W 41 p^s with Eagers line to a
large chestnut oak on a high point of rocks Eagers
corner them with his line S 61° W 54 p^s to two
pins on a point of rocks S 33° W 30 p^s to a chestnut
oak on a ridge S 49° W 8 p^s to four chestnuts on a
ridge S 20° W 24 p^s to two chestnut oaks near
the top of cedar knob S 66½° W 88 p^s to a white
oak on a ridge Huffmans corner them with Huff
mans line N 50° W 30 p^s to a sugar & two iron

woods on a hill side Huffman corner S82°W
150ps to a sugar & box plant by a branch Huffman
corner N78°W 60ps to two chestnut trees Huffman
corner N82½°W 20ps to two chestnut trees S70°W
96ps to a chestnut on 11 & two pines said Huff-
man corner same course continued some 120ps
to the top of N Fork Mountain or to a pin line
thence along the top of said Mountain so as
to exclude the land sold to citizens of N. Fork
to the Beginning. Including the Shreve Lands
and the lost land supposed to contain some
six hundred ^{acres} which is excepted and reserved
out of this Survey.

No. 8

J. H. Johnson J.C.

James Shreve
certify that
2754 acres

October 13th 1853 Surveyed for George Eagle a
Tract of land containing 746 acres situated on the South
Branch below the Copper Tract in the County of Pendleton
& State of Va. including the Bear Gap & Peter Caves and
joining the lands of Hollingsworth George Huffman
James Shreve B. W. Shreve D. H. Ammonson & Bowers
& Thomas & North It being part of a Tract of 22,750 acres
granted to Joseph and Benjamin Chambers by patent
This tract of 746 acres includes a Tract of 100 acres
belonging the said Eagle which is excepted and
reserved out of this conveyance The said Tract of 746
acres is Bounded as follows viz. Beginning at
two Sugar Trees near the Mouth of Buggs Run by a
path Hollingsworth corner thence with his line S 30° W
220 p^{ts} thence leaving said line & with Huffmans
line N 76° W 40 p^{ts} crossing said Run to two spruce
pines on a point of rocks below the falls of a spring
3^d Huffmans corner N 65° W 24 p^{ts} to a red oak on a hill
side 3^d Huffmans corner thence with Huffmans line
N 146 p^{ts} to a white oak on the top of a ridge 3^d Huff
mans corner thence leaving said line N 66½° E 88 p^{ts}
to two chestnut oaks near the top of a knob N 20° E
24 p^{ts} to four chestnuts on a ridge N 49° E 8 p^{ts} to a
chestnut oak on a ridge N 33° E 30 p^{ts} to two pines on
a point of rocks N 61° E 54 p^{ts} down a rocky point
to a large chestnut oak at a high point of rocks
S 76° E 41 p^{ts} to a white oak three spruce trees and
red oak on the west bank of the River just above
the Channel Ford Shreves corner thence down
with the meanders of the river 230 p^{ts} to a maple
and elm near the upper end of John Shreves
fields on the west bank of the river thence
N 55° E 100 p^{ts} crossing the River to a red oak
two Sugar & two elms on a cleft of rocks said
Eagles former corner thence with his former line

S 9^o E 40 p to a chestnut oak and lye on the east
 side of the Case Mountain his former corner S 28^o W
 60 p to a pine and chestnut oak his former corner
 S 57^o E 38 p to an ash red oak and birch on the top
 of Case Mountain his former corner S 7^o E 120 p
 to a large white pine on the East side of the Mountain
 his former corner thence leaving his line S 63^o E 46 p
 to two pines on a ridge S 9^o W 42 p to a chestnut
 oak in the Chambers line thence with the same
 S 35^o W 18 p to three pines the Chambers corner &
 Amantons corner thence with Amantons
 line S 13^o 1/2 W 128 p along a ledge of rocks to
 a double pine Amantons corner thence with
 Amantons line S 35^o W 132 p to a chestnut
 oak and two pines on a ledge of rocks S 27^o E
 28 p to a white oak corner of the same and
 North corner below the rock bare thence with
 North line N 85^o W 67 p to a large white pine
 & chestnut oak in Hollingsworths line & with
 the same N 6^o E 12 1/2 p to a chestnut oak and pine
 on the point of Big Mountain Hollingsworths
 corner thence with his line N 52^o W 16 1/4 p to
 the Beginning.

J. H. Johnson S. J. C.

No. 7
 George W. Eagle
 certified
 746 acres

October 27th 1853 Surveyed for Benjamin W
Shreeve Three Tracts or parcels of Land Situate in
Pendleton County Va on the South Branch in the
Smoky Hills being parts of a Survey of 22750
acres Granted to Joseph and Benjamin Chambers
by Patent 1st Tract contains 110 acres lying on
the East side of the South Branch adjoining the
lands of Mr Ayres & Adam Judy and George Eagle
Bounded as follows viz Beginning at a white oak
and iron cross in the head of a hollow Ayres &
Judy corner thence with their line S52°W 39 p
to two chestnut oaks & red oak corner of the same
S60°W 82 p to a white oak and pine corner of
the same N66°W 106 p to an elm & walnut on the
bank of the Branch corner of the same thence up
with the meanders ^{so as to exclude Geo. Shreeves land} of the same to a maple and
elm on the west bank of the River near the upper
end of Geo. Shreeves field George Eagles corner
thence with Eagles line N35°E 100 p crossing the
River to a red oak two sugar & two limes on a
bank of rocks Eagles corner S59°E 40 p with Eagles
line to a chestnut oak and lime Eagles corner on
the west side of the Mountain thence a short
line 220 poles to the Beginning 2nd Tract
contains 200 acres lying on the East side of
the River adjoining the lands of Adam Judy
George Full John Ayres and Henry Judy Bounded
as follows Beginning at a black Hickory and
dogwood on the bank of the River above the
Haigler bottom Adam Judy corner thence with
his line S70°E 76 p to a sugar and locust in
the head of a Gap said Judy corner thence with his
N25°E 370 p to a parcel of limes in a Gap below
Mr Ayres said Judy corner thence with his line
N.E. 116 p to two sugars at a fence (fence down)

Said Jacobs & Fulls corner them with Fulls line
N 3 W 25 p to two sugar & gum on a steep hill
Said Fulls corner N 18 E 158 p to a white
oak & pine on a hill Said Fulls corner them
with John Agnew line N 19 W 9 p to two spruce
pine and chestnut oak on a hill side N 44 1/2 E
79 p to a white pine and spruce on a ridge
S 22 E goes to Henry Jacobs corner them
with said Jacobs line to the River thence up
with the meanders of the same so as to exclude
Jacob Fulls land & the Haigler bottom tract,
to the Beginning Also all the land lying
on the west side of the River above Henry Jacobs
land and between the lands of George Full-
Jacob Full and the old Full place supposed
to contain 40 acres be the same more or less

No. 6

J. H. Johnson S. C.

Benjamin Shreve
Clerk

3 Decr 350 ad.

April 23, 1853^d Surveyed for Jacob Ait
one hundred and ninety nine (199) acres
of land ~~situate~~ in Pendleton County Va
on the Mountain between the South Branch
and North Mill Creeks adjoining his former
land on the west side being part of a tract
of 22750 acres granted to Joseph & Benjamin
Chambers by Patent. Boundaries follows
viz. Beginning at a chestnut oak and walnut
on a hill side corner of the Chambers Survey
thence with two of its lines N 63 E 46 p^s to two
white oaks corner of the same thence S 69 E 52
p^s to a white oak and pine on a ridge corner of the
same thence N 51 W 204 p^s to three pines in the
edge of a flat on a bench of rocks thence S 49 W
114 p^s to three white oaks by a path S 19 W 124
p^s to three pines and chestnut oak on a bench
of rocks S 51 E 100 p^s to two chestnut oaks
sycamore maple & white oak sapling by a small
branch in the Chambers line thence with the
same N 35 E 142 p^s to the Beginning

Jacob F. Johnson S.D.

No. 5

Jacob Alt
Cerriguan
199 and

1/5

October 26th 1853 Surveyed for Jacob
Armstrong a Tract of land containing 268 acres
situate in Paudler County on the East side of
the Blue Mountain adjoining Boggs land &
the lands of John S. Bond & Larkin Smith and
Daniel R. Armstrong being part of a Survey
of 22750 acres granted to J. & Benjamin
Chambers by Patent, and is Bounded as follows
viz Beginning at a white oak in a flat in the
Chambers line Boreas corner thence with this
line N 51° W 68 ft to three white oaks in Boggs line
thence with the same S 1½° W 8 ft to two chestnut sap-
lings Boggs corner thence with three oaks in line S 14° W
72 ft to two white oaks in a stony desert by a large
rock N 35° W 76 ft to two chestnut oaks on the east
side of the Mountain N 13° W 96 ft to a double
white oak near the top of the Mountain Thence
leaving Boggs line S 27° W 28 ft to two chestnut
oaks S 41° W 112 ft to a chestnut oak near the top
of the Mt. S 27° W 100 ft to a black oak hickory
and chestnut on the top of said Mountain S 44° E
102 ft to a poplar in Brushy hollow by a drain
S 30½° E 94 ft to three pines on a hill side in
the Chambers line thence with the same N 35° E
280 ft. to the Beginning

J. F. Johnson S. C.

No. 4

Jacob Armandt

Cecilia

268 acres

No 3
Edward G. Coarney
~~James B. Biddle~~

to the Cent. of the
56 ans

March 29th 1853 Surveyed for Jesse Landes
four hundred and forty five (445) acres of Land in
Pendleton County Va. Situate on the Mountain
between the South Branch and North Mill Creek
above and joining the County line dividing Gray
& Pendleton It being part of a Tract of 22,730
acres Granted by Patent to Joseph & Benjamin
Chambers. the said Tract of 445 acres is Bounded
as follows viz Beginning at two chestnut oaks
on a ridge in the Chambers line thence with the
same N 33 E 260 p. to three pines in the County
line thence with the same N 51 W 280 p. to a sugar
oak oak and chestnut oak in the County line on the
west side of said Mountain thence S 87 W 72 p.
to a walnut & oak oak on a ridge Jacobs corner thence
with Jacobs line S 31 W 154 p. to three lym in a
hollow S 73 W 24 p. to a pine on the side of a hill
Jacobs corner S 34 W 50 p. to a sugar & lym in the
head of a hollow Jacobs corner thence N 84 E 125 p.
to a chestnut oak & pine on a cleft of rocks N 79 E
30 p. to three chestnut oaks near the top of the
Mountain S 5 1/2 E 104 p. to three pines on a flat
S 36 1/2 E 162 p. to the Beginning

Jacob H. Johnson

Nº 2
Jose Landas
certificado

445 años

Pende en la Va

No.

March 25th 1853 Surveyed for Samuel H. Nelson
a Grant of Land containing some twelve hundred
acres to the same more or less It being part of
a Grant of 22750 acres granted to Joseph and
Benjamin Chambers by Patent Situate in the
County of Pendleton Va on the west side of the
North Fork Mountain above and joining the corner
line dividing Hardy & Pendleton adjoining the
lands of Jonas Miller Adam Carr and others
and bounded as follows viz Beginning at
a double pine on the top of the North Fork
Mountain near Indian path Jonas Miller corner
thence with his line N 71° W 285 poles to two
pines on the east side of the rocks top of Miller hill
thence same course continued to the North Fork
thence down with the meanders thence of to a point
of rocks just above the clay lick corner of the
Chambers tract thence with the original lines
of Chambers head N.E. 16 poles to a spruce
pine bush & two firs at Samuel Dags
land formerly and in the said County line
thence with the same to Kumbler and Shutes
corner on the top of the North Fork Mountain
in the said County line thence with Kumbler
& Shutes line S.W. 522 p. to two
chestnut oaks on the top of the said Mountain
corner of the same thence along the top of
the said Mountain with John A & Alfred
Kumbler line & Solomon Vanneters line to
the Beginning excepting and reserving
all prior rights to the said Chambers
Patent.

Ja. H. Johnson, Jr.

No. 1
Samuel H. Nelson
certificat
\$200 and
Pencil to Va

Pursuant to the annexed decree pronounced at the term 184 of the Circuit Superior Court of Law & Chancery for the County of Sole of Wight, in the cause of Pierce et al vs Smith et al, the undersigned has sold at private sale the following tracts of land situated in the County of Pendleton in the proceedings mentioned, being portions of a large survey of 30860, acres, originally granted to Joseph & Benjamin Chambers, to wit three tracts, containing in all about 369 acres, sold to James Bennet, which tracts are described in Surveyor's plat (No 1) herewith filed as a part of this report & for which the said James Bennet, with Jacob Flinn as his security executed a bond for \$163.87, bearing date February 7th 1830 & payable on the first day of October 1830 - which Bond marked No 1 is herewith filed;

No 1-

a tract of 192 acres described in Surveyor's plat (No 2) herewith filed) sold to Jacob & Merley Henkle on the 8th of February 1830 & for which they on that day executed their Bond for \$42.75 payable on Oct 1st 1830, which Bond marked No 2 is herewith filed;

No 2

a tract of 113 acres sold on March 7th 1830, to Solomon Warner, described in Surveyor's plat, No 3, herewith filed, & for which the said Solomon Warner & James Boggs as his security executed a Bond for \$26.84 bearing date March 7th 1830, & payable Oct 1st 1830 which bond marked No 3 is herewith filed;

No 3

two tracts containing 166 acres, sold to George A Phares & three tracts containing 191 acres, sold to Robert Phares described respectively in Surveyor's plats No's 4 herewith filed for which George A Phares & Robert Phares on the 7th day of March 1830 executed a bond for \$69.34 payable Oct 1st 1830 - which bond marked No 4 is herewith filed -

No 4-

a tract of 33 acres, sold on March 22nd 1830, to

- No 5- Isaac Teter & described in Survey as plat No 5 - here-
with filed & for which the said Isaac Teter & George
Arbogast on March 22nd 1830 executed a bond for
\$19.00 payable Oct 1st 1830 which bond marked No 5
is herewith filed:-
a tract of 50 acres, sold on March 23, 1830, to Lemuel
Arbogast, & described in Survey as plat No 6 herewith
No 6- filed & for which Lemuel Arbogast, & George Lambert
executed a bond for \$4.16, on March 23, 1830 payable
on Oct 1st 1830
No 7- Three tracts containing in all 145 acres, sold on
March 23-1830 to Solomon Teter for \$31.35, described
in Survey as plat No 7, herewith filed & for which
the said Solomon Teter & George Lambert on the day
of sale executed a bond for \$31.35 payable on Oct
1st 1830, which Bond marked No 7 is herewith filed;
No 8- a tract of 3 1/2 acres sold on Apr 2nd 1830, to Laban
Cunningham for \$7- described in Survey as plat
No 8, herewith filed & for which Laban Cunningham
& Joseph Bennett executed their bond for \$7 on April 2nd
1830, payable on Oct 1st 1830, which bond marked
No 8, is herewith filed:-
No 9- a tract of 250 acres sold on April 3rd 1830, to Amos
Judy for \$61.75, described in Survey as plat No 9
herewith filed & for which Amos Judy & James
Leetch executed a bond for \$61.75 on Apr 3, 1830 paya-
ble on Oct 1st 1830, marked No 9 & herewith filed -
No 10- a tract of 165 acres sold on Apr 10th 1830 to Martin
Judy for \$123.50, described in Survey as plat No 10
herewith filed & for which Martin Judy & Adam
Judy on April 10th 1830 executed a bond payable on
Oct 1st 1830 for \$123.50, marked No 10 & herewith
filed.

- No 11- a tract of 48 acres, sold on Apr 12th 1830, to William
Vanderender for \$11.40, described in Survey as plat
ent, No 11 herewith filed & for which the said William
Vanderender & Henry Vanderender on Apr 12th 1830
executed a bond for \$11.40, payable Oct 1st 1830, marked
No 11 & herewith filed:-
No 12- a tract of eleven acres, sold on Apr 12th 1830, to Henry
Vanderender for \$2.61, described in Survey as plat No 12,
herewith filed, for which Henry Vanderender & W^m
Vanderender, on Apr 12, 1830 executed a bond for \$2.61,
payable on Oct 1st 1830, marked No 12, & herewith filed -
No 13- a tract of 19 1/2 acres sold on Apr 12, 1830 to Elias Lambert &
Arnold Lambert for \$19.00, described in Survey as
plat No 13, herewith filed & for which Elias Lambert
& Arnold Lambert on Apr 12th 1830, executed a bond
for \$19.00 payable on Oct 1st 1830, marked No 13, &
herewith filed -
No 14- a tract of 135 acres, sold on April 12th 1830 to Elias
Lambert, for \$32.06, described in Survey as plat
No 14, herewith filed & for which Elias Lambert &
Elias Lambert executed on the 12th of Apr. 1830 a bond
for \$32.06 payable on Oct 1st 1830 & herewith filed
marked No 14 -
No 15- a tract of 225 acres sold on May 3rd 1830, to Miles
Parson for \$380, described in Survey as plat
No 15, herewith filed & for which the said Miles
Parsons & Adam Parsons on the 3rd of May 1830
executed their bond for three hundred &
eighty dollars payable on Oct 1st, 1830, marked
No 15, & herewith filed -

Oct-18th-1830- All of which is respectfully submitted
C. B. Hayden

Report of Sale of
Pendleton Lands
made to Oct Term 1830
by Commissioner Hayden

2nd Report

Pierce & Als
vs In Chancery
Smith et al

Surveyors Plats from
No. 1. to No. 26, inclusive filed
with Commissioner Haydens
Report of Sales
No. 11

Sanders

Pence as (Duplicate)

October 19, 1855,

Smiths & Son
Deer to Harry Chapman & Benjamin

Chapman Esqrs Kena K Chapman \$42.20
off 10 per cent from 4.22

Received of Tazewell Taylor Esq. \$37.98
Thirty seven dollars & 98 cents in full of
amount due under deer as above -

May 17, 1855.

H. Chapman exst

Norfolk Nov 4 1852.

Farmers Bank No. Pay to Mrs Mary Both Exrs
Thomas H Both due five dollars - collected from
Estate of Thomas Smith deceased under decree
Circuit Court Isle of Wight in suit of Pierce vs
Smiths admn - October term 1852.

AJ50

Jaswell Taylor

Mary L. Batts

to Credit my account

A. Gordon

Cas

77.61 Received of Tazewell Taylor Receiver in Peice & Smith
47.47 One Hundred & Twenty Five Dollars & eight cents in pay-
25.08 ment of the sum of Seventy Seven Dollars & Sixty One cents due
me as Commissioner of Sale & Forty Seven Dollars & Forty
Seven cents due Kenyon College under decree of Oct Term 1834
of Circuit Court of Isle. of Wight in said cause -

Nov 13. 1834

C. B. Hayden

Per

Don

C. B.

In

Oct

Pierce

Smiths ad^r & Circuit Court Isle of Wight.

As Receiver in this cause I would further Report that—
since my last Report I have received from Charles B.
Stayden the sum of thirty dollars collected by him
as shown by his Report which I have deposited in the
Norfolk Savings Institution subject to the order of the
Court in this suit as shown by certificate of Cashier
below

Norfolk May 16. 1855

The amount due as last Jabezwell Taylor
Term has been paid by me — Receiver.
J Taylor

of 30

— Officer Norfolk Savings Institution —
May 10th 1855.

Jabezwell Taylor Receiver deposited in this Institution on the 7th March
1855 to the credit of the suit of Pierce vs Smith, ad^r Twenty
Dollars and on the 26th April 1855 Ten Dollars subject to the
further order of the Circuit Court of Isle of Wight County in the
said cause.

Wm V. Taylor
Cashier

Peer

is

Smith's adm.

Report of James Taylor
relat^g of different
recum. & ~~recum.~~
of the Norfolk Savings
Institution. filed

May 7th 1858

Pierce & Als }
 as }
 Smith & Als }

This cause this day came on to be again heard on the papers formerly read & on the report of Tazewell Taylor receiver ~~in this cause~~, shewing further collections since his last report of the Bonds received from the purchasers of the lands in Highland & Pendleton counties in the proceedings mentioned upon the certificates of deposit in the Norfolk Savings Institution of the amount so collected & also upon the report No. 7 of C B Hayden Commissioner of Sale, to which reports no exceptions were taken, & was argued by counsel, on consideration whereof, the court doth confirm said reports, & adopting special statement (A B) filed with this decree shewing the ~~(particular)~~ distribution of the fund ~~(in this cause)~~ on deposit in the Norfolk Savings Institution to the credit of this cause, doth with the assent of the counsel of the respective parties in this suit as endorsed on this decree, ~~and~~ (a o d) that Tazewell Taylor draw from the Norfolk Savings Institution, the sum of \$484.59, being the amount of the principal sums deposited by him therein as shewn by his report aforesaid & that he pay thereout to Charles B Hayden \$77.61, amount of his bill as shewn by said report of Receiver, & that he retain for himself the sum of \$23.22 for his commissions as receiver & as attorney for ~~the~~ that he pay to W. W. & T. S. Price \$220.80, to Wells & Siskson \$8.00, to Benj^d Chapman & Hardy Chapman Executors of Rena K Chapman ^{debt} \$42.20, to Sampson White \$4.36, to ^{debt} C Adams, \$11.02, to Isaac Cofer Ex of Josiah Hollerman, \$0.87 - to Willis Wilson \$1.23 - to Albert Clarke \$3.67 -

to A Atkinson Esq of James Chalmers \$0.39 - to Thomas
& Adams \$16.84, to the ^{personal representative} ~~estate~~ of Thomas H Bott \$1.18
to Geo Y Mason \$0.73, ^{and} to the Trustees of the Theological
Seminary of the Protestant Episcopal Church of the Dioc-
cese of Ohio, otherwise called Kenyon College \$47.47 -
& the said Tazewell Taylor is also authorized to draw
from the ~~said~~ Suffolk Savings Institution the balance
of the fund remaining therein on deposit to the credit
of this cause, being the interest accumulated on the
funds so deposited & will pay thereout, any costs in
this suit remaining unpaid & will make report
of his actings under this decree to the court -

Pierce et al } In Chancery -
as
Smith et al }

Rough Decree Oct 19th 1854

To be entered

R. H. Baker

Dec. Co. '54

We assent to this decree

Jas. W. Taylor

C. B. Hayden

Counsel for Respondents

Entered

Statement (A B) referred to in decree of May Term 1834 -
 distributing amt on deposits as shown by Receiver's Report
 of this term, exclusive of interest on same -

Am't on deposits -

\$ 464.59-

deduct Receiver's Commission \$ 23.22-

" C B Hayden's bill

for training 22 Head & Homs - 77.61

100.83

Balance to be distributed among creditors — 363.76

as follows -, to wit, to

No-1- W H & T S Pierce 60% per cent - \$ 220.80

" 2- Mills & Tichenor - 2.2 " 8.00

" 3- Kenna R Chapman Esq - 11.6 " 42.20

" 4- S. White - - - 1.2 " 4.36

" 5- Wm C Adams - 3.03 " 11.02

" 6- Josiah Hollenau Esq - 0.24 87

" 7- Willis Wilson 0.34 1.23

" 8- Albert Clarke 1.01 3.67

" 9- Jas Cholmeris Esq - 0.10 .39

" 10- Thomas Adams - 4.63- 16.84

" 11- Thos H Bott Esq - 1.70 6.18

" 12- Geo Y Maron - 0.20 - .73

" 13- Trustees Kenyon College - 13.05- 47.47

\$ 363.76

Oct-19th 1834-

We hereby assent to this statement in lieu of
 Commissioner's Report -

Tagwell Taylor Counsel for all

the creditors except Kenyon College

C B Hayden Counsel for Kenyon College -

Reicebals { In Charge
as
Smith -

Special Statement
marked (A. B.) -
referred to & adopted
by Sec. of Oct Term 1884

J. Taylor

by

Pierce v

Smith's adm'r v

} Circuit Court - Isle of Wight County.

The undersigned Receiver in the above cause has in compliance with former orders in the said cause collected from the purchasers of the lands in Henric and Peninsula Counties in the proceedings mentioned the Bonds of the persons named in the list herewith appended marked SS. amounting to two thousand five hundred ninety three dollars & 56 cents. The said collections were made by Charles B. Hayden Esq during the past month who visited the said counties and made a personal demand on the numerous debtors and the full amount of his collections as above was paid to the undersigned on the 13th of October inst - and the said sum deposited by him on the 11th inst in the Norfolk Savings Institution in compliance with the decree of Court as well appear from the certificate of R. Walker Cashier herewith returned. A few of the said Bonds are yet uncollected as shown by the memorandum ~~below~~. The balance now on deposit in said Institution & to be distributed is as shown by said certificate \$2618²⁷ and entered on \$25th Jan 1. July 1852.

October 18. 1852

Respectfully Reported.

Jaywell Taylor
Receiver

Memorandum of uncollected Bonds -

Phileb Magill	Bond of Jan 15 th Mar 1852, for \$45-	
Jacob Full	" " " "	7.50
Mrs Kimble	" " " "	
	March 1 st " -	25.60
Matimer Johnston	" May 1 st "	10.00
Samuel K Nelson	" March 1 st "	7.00
Sol Oamels	" for 106.84 subject to audit of 10.00 -	J. Taylor

Page

Smith & Son

Report of Officers
received from 1852.

Octo. 19th. 1854

Returned

Penney or } Date of West's Current Count
 Smith's a Town or }

List of Collections of Bonds for Sales
 of Pendleton & Highland Islands made
 from Sept 3rd to Sept 7th 1832 -

John Mullinix	\$55.48	Moses Harper	15.83
Andrew Flesher	65.14	Wm Lites	4.20
Jonathan Abogant	45.03	Michael Mowse	90.22
Jacob Newman	13.98	Philip Harper	19.57
Job Puffenbarger -	12.63	James Bible	31.65
Daniel Harold	3.31	Adam Carr -	95.28
Philip Wimer	18.04	Thos Miller	131.34
George Wimer	15.86	Adam Capel	4.48
Samuel Mullinix	29.66	Sol H Nelson	12.25
George Harper	123.88	A Boggs	75.20
John Sproule -	20.40	Samuel May -	15.83
"	6.62	Joel Harman -	43.30
Wm Simons	78.28	Philip Harper -	10.55
Adam Hamman	21.96	Sol Harman -	20.05
Thos C Wilson	53.68	Naac Harman -	20.05
Mayer, Hamman & Co.	80.18	Levi Harper -	31.68
John Simons	40.09	Thos Harman -	5.28
Mouzey Hamman	250.56	Thos Harman et al -	72.84
Henry Simons	79.14	Thos Harper -	40.12
Andrew Harold	110.25	Amby Harper	28.90
Simons & Calhoun	46.92	Samuel Abogant -	6.41
Sol Henkle	25.07	Thos Agres	19.31
Leonard Harper -	29.93	Ledy & Harman -	20.62
Sol Mullinix	26.80	Adam Kimble	6.62
Isaac Lute	25.52	Jason Full	24.19
Noah "	5.10	Ledy & Agres	43.92
John Calhoun -	16.89	Noah Harman -	33.58
Chas & Job Lambert	10.20	Jordan & Footing	26.39
Job Nelson	11.91	A H Nelson	60.80
Robert & George Phares	37.75	J. Hufferman -	29.03
Sol Hedrick	17.54	Cyrus Hopkins	6.11
\$1377.80		\$1045.60	

Wm Thompson — 2.49

Phoebe Wyatt (on paper of) 11.84

Sol. Vanmeter on paper 60.00

Wm & Geo Kimbrey 45.83

170.16

Am't not up — 1045.60

1377.80

Total — \$ 2593.56

Sho. cum 7/11 2593.56 paid to me
as Receiver by Chas. W. Taylor Oct 13-1852
Engewell Taylor Receiver

2473.56
120
2593

Received

of

Smith's of New York

due to Bonds collected

Sept 1852 and

Sept 1852 in Receiver's

Report Oct 18. 1852 as

marked 5.55
marked 5.55 by me

Oct. 1852. 1852.

Returned.

Oxford Infirmary Savings Institution
October 14 1852

Joswell Taylor Esq as Receiver under a decree of the Circuit Court of Isle
of Wight County pronounced at October Term 1851 has this day
deposited to the Court of the Suit of W W Preece & J N Preece vs
Thomas Smith's Adm^r the sum of Two thousand, five hundred and
twenty three ⁷⁰⁰ Dollars Subject to the order of said Court

The balance for Interest on previous deposits amounted on the
1st of July last to Twenty five ²/₁₀ Dollars

To Court of said Suit this day — 113

For interest as above stated \$25 21

Deposited by Taylor Esq this day 2595. 56

\$2618.77

Rich Wadley

.. Cas L & L

Peru as

is

with this name

Certificate of deposit
of Cassin's Warbler
Tanner Institution
Oct. 14. 1852
returned by Taylor
Receiver with his
Report.

Octo. 19th. 1853

Returned

Reice et als

vs

Smith et als

Statement of C B Hayden's expenses in executing
decrees as commissioner of Sale

Sept. 1832-

Travelling expenses to & from Pendleton & Highland to deliver Steeds & make Sales -	55.00
Free for drawing W. Steeds to purchasers & expenses	230.00
To 2 1/2 per cent Comms on 2593.56 -	64.84
pd Received Oct 13 th / 32	
Oct 18 th 1832.	<u>\$ 349.84</u>

C. B. Hayden

Revised
11
Smiths Achle

Statement of expenses
of C B Hayden Comptroller
filed with Report of
Receiver of Oct Term 1832
Supplied to in account of
that term -

Oct. 19th. 185th
filed with receiver's
report

Smithfield Isle of Wight Co Va

June 29th 1854 Rec^d of C B Hayden
Ten dollans. Magistrate's fees, for certifying
his acknowledgements of twenty deeds. as com-
missioner in the suit of Pierce & al vs Smith
& al.

John Scott JP

Thomas Smith To the Sheriff of P. City land tax 1854 Dr.
To 1248⁷/₂ A. 1.257 87.54 A 87¹/₂ = \$2.12
Rec^d Geo. W. Jones S. P. & C

Thos. Smith

\$2.12

Memorandum of Expenses of delivering deeds
under decree in Pierce et al. v. Smith et al. of May Term 1834
1834

June	To Paid Magistrates Fees for certifying 20 deeds -	10.00
July - 4 th	" Passage to Richmond 2.75 - Bill in 2.43	5.38
" 5 th	" to Staunton 5.00 - Expenses in 1.43.	6.43
" 11	" to Monterey 9.00 - " M. Bovel - 1.45	10.45
	" Monterey 50¢ - Simmons 20¢ -	80
	" Franklin 4.75 - Smoke Holes 3.67 -	8.42
" 14	Taxes on Land 2.13. Franklin 1.00 -	3.13
" 15	Simmons 75¢ - Monterey 1.50 -	2.25
	Stage Fare & Mules to Staunton 4.00 - Staunton 1.38 -	5.38
" 16	Passage to Richmond - 5.00 - Bill in 2.50	7.50
" 17 th	Passage to Smithfield -	3.25
	Paul & C. B. Hayden	<u>33.39</u>

Memorandum of
Expenses of delivering
Lectures under agreement
in Pierce vs Smith of
May Term 1834

\$13.39

Filed with Receipts
Report of Oct Term 1834

Receiv

Smith -

Report of Tazewell Taylor Receiver in this cause
of collections made by him since his last report, under
decrees respectively of Term 1833 & May Term 1834
From Solomon Vansueter \$59.42
" Saml H Nelson - 7.21
" Phoebe Wyatt - 47.84
" Mrs Kimble & Shirk 27.23
" Jacob Full. 8.00
\$149.70

The above collections are on Bonds referred to in my
Report returned Oct Term 1832. The Bond of Matthew
Johnson also referred to in said report is yet uncollec-
ted. -

Am't brot down \$149.70
From Solomon Day - (See Report of Sales No 6) - 12.53
762.23

Deduct Taxes for 1831, 2 & 3 - 9.40
" Johnson's Com & Retra. 6.50 - 15.90
146.33

1833. May 14th This amt deposited in Suffolk Savings
Institution as per Certificate filed - 115.00

1834 Jan/54. " " 31.33. - 146.33
over -

Bonds collected under decree of May Term 1834

Henry Simmons \$28.47
Mrs C Wilson - 58.10
Timothy Simmons 23.61
Thomas J Sath. 5.05 -
Daniel H Amantout 10.12
Jesse Landes. 23.68
" 42.98
James Shreves - 44.52
Mrs J Bunde. 12.50
George Full. 6.08
Jason Full. 8.29
Beny H Shreves. 10.15 -
George H Eagle. 20.25
Jacob Alt. 19.84
Samuel H Nelson - 42.90
E J Soatney - 15.00
371.54

This amt from Ann Boggs for land sold as
per C B Hayden's Report of this term - 10.10
381.64

Deduct C B Hayden's Bill of Expenses
herewith filed - \$13.39 -

This amt deposited in Suffolk
Savings Institution July 22. 1834. - 318.26 - 381.65

The following Bonds referred to in decree of May Term 1834
are uncollected -

Jacob & Mrs Amantout \$23.75 - Mrs Riggleman &
others 30.88 - Elias Lambert 4.00 - Arnold & Mary Lambert
4.00 -

Oct 18th 1834 -

Tazewell Taylor
Receiver

THE COMMONWEALTH OF VIRGINIA,

To The Sheriff Of Westmoreland County, Greetings:

WE COMMAND YOU TO SUMMON Thomas Smith and Ann Maria Smith, wife of Thomas Smith,

to appear before the Judge of the Circuit Superior Court of Law and Chancery for the County of Isle of Wight, at the Courthouse of said County on the first Monday in February, next, being Rule Day, to answer a bill in chancery in the said Court exhibited against him, et als, by Thomas N. Pierce, Wentworth W. Pierce, and Margaret Pinner,

and if she shall fail to answer the bill within two months thereafter, the Court will take said bill for confessed and proceed to decree the matter thereof accordingly. And have then and there this writ.- Witness, Nathaniel P. Young, Clerk of our said Court at the Courthouse this 6th day of December, 1842, and in the 67th year of the Commonwealth .

N. P. Young, Clerk

A Copy:

Teste _____ Clerk
Circuit Court, Isle of Wight
County, Virginia.

(Over)

Pierce et als

Vs: In Chy.

Smith et als

This cause this day came on again to be heard on the papers formerly read and on the 6th report of additional sales of the lands in Highland & Pendleton in the proceedings mentioned and made by C. B. Hayden, appointed commissioner for that purpose, by decree herein of Octl Term 1847, returned to court on the 1st day of May, 1854, to which report no exception was taken and was argued by counsel, on consideration whereof the court doth confirm said report and doth adjudge, order and decree that the said C. B. Hayden, Commissioner of sales, execute and deliver to the purchasers of said land mentioned in said report No. 6, good and sufficient deeds therefor according to said report and surveyors plat accompanying the same, viz:

To Samuel K. Nelson for 1200 acres, described in plat No. 1, accompanying report No. 6.

To Jesse Landes for 445 acres, described in plat No. 2,

To Edwards J. Courtney, for 56 acres, described in plat No. 3,

To Jacob Armantrout for 268 acres, described in plat No. 4,

To Jacob Alt for 199 acres, described in plat No. 5,

To Benjamin W. Shrieves, for 350 acres, in three tracts, described in plat No. 6,

To George W. Eagle for 746 acres, described in plat No. 7,

To James Shrieves for 2754 acres, described in plat No. 8,

To John G. Bond for 130 acres, described in plat No. 9,

To George Fall for 267 acres, in two tracts, described in plat No. 10,

To Daniel H. Armantrout for 180 acres, in two tracts, described as plat No. 11,

To John Bowers and Timothy Simmons, for 770 acres, described in plat No. 12,

To Jesse Landes for 200 acres, described in plat No. 13,

To Thomas J. Nath for 30 acres described in plat No. 14,
 To John Riggleman for 325 acres described in plat No. 15,
 To Arnold and Harry Lambert for 60 acres described in plat No. 616,
 To Elias Lambert for 29 acres described in plat No. 17,
 To Henry Simmons for 593 acres described in plat No. 18,
 To Jno. E. Wilson 1209 acres described in plat No. 19,
 To Solomon Day for 180 acres described in plat No. 20,

On payment by the respective purchasers aforesaid of the several bonds filed with said report No. 6, of Commissioner Hayden, the said Solomon Day having paid cash to the said Commissioner, which said bond No. from 1 to 19 filed with said report No. 6, the Clerk of this Court will deliver to Tazewell Taylor, Receiver in this suit, on his filing his receipt for the same, who is hereby authorized and requested to collect the said bonds and deposit the proceeds in the Norfolk Savings Institution subject to the further order of the court in this court- and for reasons appearing to the court as set forth in Commissioner Hayden's report, it is ordered that the said C. B. Hayden, as commissioner of sale in this cause execute and deliver to Phillip Harper a deed for five acres of land purchased by him of said commissioner and paid for, which in consequence of the error of the surveyor's plat filed with commissioners report No. 3, was not included in the deed heretofore executed by said Commissioner to the said Harper, and the boundaries of which said five acres was described in plat No. 21, accompanying said report No. 6, and the said receiver is directed to make report of his actings under this decree.

A Copy:

Teste _____ Clerk
 Circuit Court, Isle of Wight
 County, Virginia

Pierce et als.,

Vs. Decree.

Smith et als.

(On motion of the plaintiffs by their attorney and for reasons appearing to the Court, the order of continuance made in this cause yesterday is set aside-and,

This cause came on this day to be again heard on the papers formerly read, and on the fourth and fifth reports of additional sales of the lands in the Counties of Highland and Pendleton, in the proceedings mentioned, made by C. B. Hayden appointed Commissioner for that purpose by a decree herein of Oct-term, 1847, returned respectively May 15th, and 17th, 1852, -the report of Tazwell Taylor Receiver in this cause of his receipts and distributions of the fund to the credit of this cause, under the decree herein of October term 1851, with the receipts of the parties- to which reports no exceptions were taken and was argued by Counsel; On consideration whereof, the Court doth confirm said reports, and doth adjudge, order and decree that the said C. B. Hayden, Commissioner of sale, execute and deliver to the purchasers of said land mentioned in said Commissioners report aforesaid good and sufficient deeds therefor with Special Warranty, according to said report No-4 & 5 & surveyors plats accompanying the same, viz-

To Solomon Henkle, for 100 acres, described in plat No.1-report No.4-

To Samuel Mullinix, for 148 acres, described in plat No.2-report No.4-

To Phillip Winner for 90 acres, described in plat No.3-report No.4.-

To John Sponangle for 361 acres, described in plat No.4-Report No.4.

To William Calhoun for 383 acres, described in plat No.5.Report No.4.

To Leonard Harper for two tracts respectively of 200 & 3 acres, described in plat No. 6.Report No.4.

To Adam Cassel for 18 acres described in plat No. 7.Report No 4-

To William Thompson for 19 acres described in plat No.8-Report No.4-

To Adam Judy and Wm. Ayers, for two tracts containing 271 acres, described in plat No. 9.Report No 4.

To John Ayres for 70 acres, described in plat No 1.Report No.5-

To Henry Judy and Eve Harman for 56 acres, described in plat No 2,

Report No. 5.

To Solomon Varineter for 960 acres described in plat No.3.Report No5-
To Solomon Shreik and Adam Kimble for 900 acres,described in plat No
4.,Report No. 5.

To Isaac Teter for 245 acres,described in plat No. 5tReport No. 5.

To Solomon K. Nelson for 109 acres,described in plat No.6.Report No.5-

To Samuel K. Nelson for 15 acres,described in plat No.7.,Report No.5

To Absolorn H. Nelson,for 740-1/2 acres,described in plat No 8.Report
No.5-

To Enoch Peter for 44 acres,described in plat No.9,Report No.5-

To George A. Phares,Robert Phares,and Joseph Mullinix for 703 acres,
described in plat No.10,Report No.5-

To Elias and John Lambert for 222 acres,described in plat No.11,
Report No.5-

To Mortimer Johnston for 50 acres described in plat No.12,Report No.5-

To Noah Harman for 550 acres,described in plat No.13,Report No.5-

To George Huffman for 400 acres,described in plat No 14,Report No.5-

To Amby Harper for 880 acres,described in plat No.15,Report No.5-

To Jobe Nelson 45 acres,described in plat No.16,Report No.5-

To Jason Full for 70 acres,described in plat No.17,Report No.5-

To Adam Kimble for 26 acres,described in plat No.18,Report No.5-

To Phebe Wyatt for 270 acres described in plat No.19,Report No.5-

To Jacob Full for 32 acres,described in plat No. 20,Report No.5-

To Cyrus Hopkins for 200 acres,described in plat No.21,Report No.5-

To John A. and Alfred Kimble for 403 acres,described in plat No.22,
Report No.5-

To Wm.Raines 4-1/2 acres,described as in plat No. 23,report No.5-

On payment by the respective purchasers of their several bonds filed
with said reports of Commissioner Hayden,which said bonds Numbered
from 1 to 9 inclusive,accompanying report No.4 and from one to twenty
two inclusive,and Phebe Wyatt of \$61.86 balance of purchase money of
said land for which no bond was given accompanying report No.5.The
Clerk of this Court will deliver to Tazwell Taylor Receiver in this

cause on his filing his receipt for the same, who is hereby authorized and required to collect the same and deposit the proceeds and the sum of 2.00 received by him from C. B. Hayden for Wm. Raines in the Norfolk Saving Institution subject to the future order of this Court in this cause.

A Copy Teste. _____ Clerk.

Circuit Court Isle Of Wight County
Virginia.

The answer of Thomas Smith and Ann Maria, his wife, to a bill in chancery exhibited against them and others in the Circuit Superior Court of Law and Chancery for the County of Isle of Wight, by Thomas N. Pierce and Wentworth W. Pierce for and in behalf of themselves and of the other creditors of the said Thomas Smith:

These respondents saving and reserving all exceptions &c, for answer unto so much of the said bill as they are advised, it is material for them to answer unto answering say. That they admit the facts stated in the bill to be true as proved by the exhibits with the said bill and more particularly the execution of the four several deeds therein referred to, the objects of which said deeds are fairly stated in the said bill, and which deeds the respondents allege bona fide executed for the considerations therein expressed and for the interests stated in said deed. They admit that the said Thomas is indebted to the said complainants in the amounts and for the consideration stated by them, and are desirous that the said debt shall be paid. When the said Thomas purchased from the complainant the real premises called "THE GROVE" mentioned in the bill and assigned to them the bonds of his brother William Smith and of William Bell, he verily believed that the said bonds were well secured and that they would certainly be paid and as the said Thomas also believed that his estate was ample to pay all his debts and leave him a surplus sufficient to satisfy his moderate desires and to enable him to settle without injustice to his creditors, upon his wife and children this property and the farm purchased about the same time from George W. Purdie. He felt no hesitation in contracting the obligation for the premises aforesaid as will be seen from the schedule of his debts and of his appts appended to his deed conveying the King George property to W. R. Mason, his individual debts, other than those contracted for, these purchasers were few, while his appts normally were large.

2

He believed that the debt of \$12000 due to him by his brother William was well secured, and would certainly be paid and never expected to be called on to pay the debts of the said William for which he was bound as surety. Many considerations which the said Thomas does not deem it necessary to recite here rendered it expectant that he should settle the property which he had purchased in Isle of Wight upon his wife and children, and as an act of justice to his wife and in fulfillment of a promise made to her long previously that in consideration of her relinquishment of dower in a farm in King George County in which they had resided, and to which Mrs. Smith was much attached, and also of her dower in other lands he would compensate her by a settlement upon her at some future time, should circumstances _____ such settlement necessary the said Thomas considered himself bound to make an adequate provision for her if it could be done legally and honestly without injustice to his creditors and under the most adverse circumstances, such is the Thomas' said experience but which he never anticipated, he felt bound to convey to her lands and property equivalent in value to any interest in lands which the said Ann Marie had surrendered or might thereafter surrender for the benefit of the said Thomas. And these respondents, both of them aver that such was the agreement between them long since made and well understood between themselves, although as the said Thomas whose wife never contemplated the possibility ever, that the said Thomas who deemed himself wealthy would ever be reduced to insolvency. No memorandum of the said agreement was made and perhaps no witnesses can be found to prove the agreement if it should be required. A short time before the date of the deed executed by the said Thomas and wife referred to in the bill, this respondent Thomas having then for the first time some reason to apprehend that he would be involved in his affairs by reason of his liability as surety for William Smith and fearing that the complainant might have some trouble in collecting from the said William, the bonds which he had assigned to them (although he did not then

apprehend any loss on the security) voluntarily propose to the complainant, Wentworth W. Pierce, who was the agent of his brother, Thomas to take back the Grove property and to return the bond which had been assigned as the consideration for the purchase. This offer was made about December, 1841, and was declined. He has no doubt that the said Wentworth was influenced to decline the offer by the representations made by this respondent Thomas, that he believed the security he held was ample and would certainly be made good to him, but the said Thomas was so sincere in his offer to reconvey the property to the complainants as he was honest in his conviction, that they were in no danger of losing their debt. He regrets much that his offer was not accepted. Soon afterwards and before the suit of John Withers was brought, the said Thomas who had abandoned a lucrative practice at the Bar by which he had accumulated a comfortable independence and had for some years been engaged in the laborious but self denying labors of the Minister of the Protestant Episcopal Church as Pastor of the few weak parishers in Smithfield and the vicinity, which never did support him, determine to free himself from the cares and vexation and embarrassments which he had been subjected, from kinship to his Brothers and friends and to rid himself of all his property but in a manner just to all concerned and with the due regard to the rights of all. However absurd and singular this determination might appear to some (he doubts not that many will believe, that no reasonable man could be sincere in such a desire.) This respondent, Thomas, conceived that he had a perfect right to divest himself of all his property provided the just claims of his creditors were respected, and even to debar himself from all future agreements if he chose to do so, and he cannot think that in thus driving himself to poverty he can be charged doing that which is in the least inconsistent with his Holy calling and profession. He consulted with a distinguished counsel and requested him some months prior to the execution of his deed to prepare the necessary

conveyances, but this counsel did not comply with the request and the said Thomas himself about the first day of March, 1842, prepared the four deeds referred to in the bill, which were duly executed and admitted to record. By the three deeds recorded in King George, Kent, Westmoreland and Carolina Counties, the said Thomas and wife conveyed all their estate except that which was in Isle of Wight County for the purpose of paying all the debts of the said Thomas, giving preference, however, to the proper debts of the said Thomas over those for which he was bound as surety, a preference which is believed to be honest and legal and sanctioned by a court of equity, and by the deed recorded in King George County any surplus of the Isle of Wight property remains after satisfying the trusts founded on valuable considerations for which that property was conveyed, was assigned for the general purposes of the trusts specified in the deed first mentioned. These respondents presume that no one will doubt the validity and fairness of these conveyances, nor that the said Ann Maria had a right to require from the said Thomas an equivalent in value by an assignment for the interest which the said Ann Maria parted with by the said deed and that to this extent at least her rights will be protected by this court against the creditors of the said Thomas. By the other deed executed by these respondents simultaneously with the other deeds referred to by which deed the Isle of Wight property was conveyed to Gardner and Smith as Trustees, these respondents proposed to convey and settle upon the respondent Ann Maria the said property herein specified with the limitations therein excepted provided the estate conveyed by the other deeds was sufficient to pay all the debts and liabilities of the said Thomas, and ^{he} then believed it would- but the said Thomas being desirous to guard against every controversy and to secure as far as practicable the payment of all his debts and being more particularly anxious that the debts due by him for the purchase of the land in Isle of Wight to the complainants and George W. Purdie should in no possible controversy be jeopardized, he recognized by the said deed the legal and equitable

liens of the said vendors in the lands purchased of them respectively, for the purchase money, and by the said deed it was stipulated that if the debts of the said Thomas were not paid out of the property conveyed by the other deeds for that purpose, then the said Ann Maria should only hold under the said deed an amount of property equivalent in value to that which she had parted with, as well by the deed then executed as by those previously executed, and that for the surplus the property conveyed to her should be charged and applied to the payment of the debts of the said Thomas as provided for in the other deeds. And it was moreover stipulated in the said deed that if the legal and equitable liens aforesaid of the vendors should be enforced or the property so conveyed to the use of the respondent Ann Maria, that she should have her satisfaction to that extent or for the amount for which she might be considered as the purchaser for value out of the property conveyed by the other deeds. The effect of these stipulations as the respondent Thomas supposed and thereby intended was to give to the complainants a triple security for their debt, viz. First: the independent special security of the bond of William Smith secured by deed of trust and also of the bonds of William Bell secured in like manner. Second: The security of the general trust deed of the respondents to W. R. Mason. Third: The security of their equitable lien, some one or all of these resources. the respondents hope that their debt will be paid. The respondent, Thomas, ask nothing for himself personally, his only desire is that his debts may be paid, his fear is that his property may be _____ sacrificed as a part has already been, as will be seen from his answer to the bill of John Withers, and that from this cause and from the insolvency of his brother William Smith and other causes, wholly unexpected and unanticipated by him, his assets may fall short of paying his debts. But he feels it to be a duty demanded by the most _____ justice to unite with his wife the respondent, Ann Maria, in asking the court to protect her just rights under

the deed to Goodwin & Smith by decreeing and securing to her separate use as provided for in the deed, so much of the property now under the control of the court as she may be fairly entitled to as a purchaser for value for the considerations mentioned in the deed and herein referred to. These respondents will cheerfully consent to any decree the court may think proper to render in the premises for the benefit of all concerned and will ever be found ready to lend their aid in carrying out all the trusts of the said deed so as to effectually secure the payment of all the debts provided for herein.

Thomas Smith

Ann M. Smith

Carolina County, to-wit:

Thomas Smith and Ann Maria, his wife, the respondents above named this day personally appeared before me, a Justice of the Peace for the said County, made oath that the facts stated and set forth in the above answer as true so far as they depend on their own knowledge and as to the rest they believe them to be true.

Given under my hand and seal this 29th day of April, 1843.

A. R. Flipps (SEAL)

A Copy:

Teste _____ Clerk.

Circuit Court, Isle of Wight
County, Virginia.

Pucl at als
B of Box 12.
Emet at als

At a Circuit Superior Court of Law and Chancery, held for the county of Isle of Wight, on the 17th day of May, 1844.
 Thomas N. Peirce, Wentworth W. Peirce,
 and Margaret Peirce. Plaintiffs.

Against

Thomas Smith, Ann Mariah Smith,
 (wife of Thomas Smith,) George Wilson,
 John Thomas Goodwin, William Smith,
 William Bell, James M. Smith, Wiley
 R. Mason, A. T. C. Keech, J. H. & H.
 Smith late partners, Thomas O. Flint &
 H. Hill, jr, under the style of Thomas O.
 Flint & Co, and Lewis Turner and the
 said Thomas O. Flint, partners, under
 the style of Turner & Flint.

Defendants.

John Withers,

Against

Thomas Smith, Ann M. Smith, John
 Thomas Goodwin, James Smith, Ca-
 leb Smith, Thomas Smith, jr., Mary
 W. Smith, Littleton Smith and Ann Ma-
 riah Smith; the last five infants, George
 Wilson and Gray Carroll. Defend's

On motion of the Plaintiffs in the first cause,
 it is ordered that the said two causes be heard
 together, and that the decree pronounced in the
 cause of Withers vs. Smith, (herein designated
 as the second cause,) at the last term of this
 Court be set aside: and now the said two causes
 came on this day to be heard together. In the
 first cause the Defendant, A. T. C. Keech, who
 is out of the country and against whom the
 Plaintiffs have proceeded in the mode prescribed
 by Law against absent Defendants still failing
 to appear, and answer the original and amended
 Bills filed in this cause. On motion of the Plain-
 tiffs by their counsel, the Court doth take the
 said Bills for confessed as to that defendant, and
 the said Bills having been filed and the service
 of the Subpœna acknowledged more than two
 months by the Defendants, J. H. Smith and
 Henry Smith, (composing the late firm of J. H.
 & H. Smith,) Thomas O. Flint, of the firm of
 Thomas O. Flint & Co., for himself and his
 partner Henry Hill, jr., composing the said firm;
 and as surviving partner of the late firm of Tur-
 ner & Flint composed of himself and Lewis
 Turner who is dead, and as to whom the suit is
 hereby abated, and they still failing to appear
 and answer, on like motion the Court doth take
 the Bill for confessed as to the said last men-
 tioned Defendants, and the said cause coming
 on again to be heard this day on the papers for-
 merly read therein on the answer of the Defend-
 ant W. R. Mason to the original Bill now filed
 by leave of the Court, and in the cause of With-
 ers vs. Smith, the death of the Defendant Gray
 Carroll is suggested, and he having no further
 interest in the suit, it is ordered to abate as to
 him and to stand dismissed; and the said cause
 now coming on to be again heard on the papers
 formerly read therein, and both of the said
 causes thus coming on to be heard, were argued
 by counsel; on consideration whereof the Court
 in the said two causes doth adjudge, order and
 decree that the commissioner of this Court take
 an account of the demands of the Plaintiffs in
 the first cause, and of all other creditors of the
 Defendant Thomas Smith secured by the deed
 of Trust mentioned and referred to in the Bill of
 the Plaintiffs in said cause who may choose to
 come in and prove their claims before the Com-
 missioner upon the usual terms of agreeing to
 contribute to the expenses of the said suit, such
 liberty being reserved to said creditors by this
 decree: and that the said Commissioner ascer-
 tain and report to the Court the value of the
 property conveyed by the Defendant Thomas
 Smith to the Defendants John Thomas Goodwin
 and James M. Smith, as Trustee of his wife
 by Deed of March, 1842, referred to in the pro-
 ceedings, at the date of said conveyance and
 what has become of said property, by whom the
 same is now held, and also the value of all the
 real estate conveyed by the Defendant Thomas
 Smith and wife, by the several deeds in the pro-
 ceedings mentioned, filed as exhibits with the
 Bill of the Plaintiffs in the first cause. And that
 the said Commissioner also ascertain and report
 the absolute value of the Dower and fee simple
 interest of the Defendant Ann Mariah in the
 lands, conveyed by the said Deeds; and that he
 also ascertain the amount of the debts due the
 Defendant Thomas Smith, assigned by the said
 Smith to the Defendant W. R. Mason, distin-
 guishing the separate debts from the desperate;
 and that he ascertain, state, and report such oth-
 er matters and accounts as any of the parties in
 the said causes may deem material and required
 to be stated.

A Copy—Teste,
 J. P. WILLS, D. C.

ISLE OF WIGHT COUNTY, }
 Commissioner's Office, July 2d, 1844. }

The parties to the foregoing suit as well as all
 others interested in the subject matter therein,
 are hereby notified that I have appointed the
 14th day of August next to execute the duties
 required of me by the foregoing decree: on which
 day they will attend at Edwin Morrison's Tav-
 ern in the Town of Smithfield, in said County
 with the necessary proofs and documents.

BARTH. LIGHTFOOT, Com'r.

July 6 1844

I CERTIFY that the annexed Notice in the case of *Thos. N. Peirce, W. Peirce, and others vs. Thos. Smith, Ann Mariah Smith & others* has been inserted *three* a week for *four* weeks successively, in "THE AMERICAN BEACON," Newspaper, published in Norfolk, Va. commencing *July 6th. 1844*

H. B. Bagnall

of William E. Cunningham & Co.

Publishers of the Beacon.

Sworn to before me, an Alderman of Norfolk Borough, by *Henry B. Bagnall* this *third* day of *August* 1844

Wm. G. Camp Alder

A T a Circuit Superior Court of Law and Chancery, held for the county of Isle of Wight, on the 17th day of May, 1844.

Thomas N. Peirce, Wentworth W. Peirce, and Margaret Peirce. Plaintiffs.

Against
Thomas Smith, Ann Mariah Smith, (wife of Thomas Smith,) George Wilson, John Thomas Goodwin, William Smith, William Bell, James M. Smith, Wiley R. Mason, A. T. C. Keech, J. H. & H. Smith late partners, Thomas O. Flint & H. Hill, jr, under the style of Thomas O. Flint & Co, and Lewis Turner and the said Thomas O. Flint, partners, under the style of Turner & Flint. Defendants.

John Withers, Plaintiff

Against
Thomas Smith, Ann M. Smith, et al. house, dairy, barn, stable, &c. &c. all sound and dwelling house of six rooms, a kitchen, smoke and abundance of good wood and water, a Old Point Markets, by its strong chestnut fences and its convenience to the Hampton and range crops of grain. Its value is greatly enhanced by a fair growth of clover and more than average that have been bestowed on it. It produces a condition to make a return for the care and a profit more than immediate profit, and is now in years by its owners, more with a view to its improvement than to its sale.

This Farm has been managed over twenty years by the name of Locust Hill, in Elizabeth City Co., Va.



For Sale.

Well located improved Farm of 260 acres, known by the name of Locust Hill, in Elizabeth City Co., Va.

Offers in duplicate closed on Saturday next, at 12 o'clock.

One Hundred Cords of best seasoned dry Pine Wood.

Engines, at the Navy Yard for the Steam

NAVY AGENT'S OFFICE, 29th July, 1844.

NAVY AGENT. GEO. LOYALL.

the smaller end and 5 1/2 ft. long, largest end, and not less than 2 1/2 in. at

Five hundred Poles, or short Pine, Oak or Gum straight Sticks, 3 in. diam't. at

not less than 3 in. at the top, to 30 ft. long, 6 in. diam't. at butt,

Thirteen hundred feet straight Pine Poles, for Lodgers, or horizontal staging, from 25

at butt, and not less than 3 in. at the top, rights; 25 ft. long, from 6 to 8 in. diam't.

One hundred and twenty Pine Poles, for Up- fers must be made or none will be received.

The whole quantity is delivered. Duplicate of this office; not will any payment be made until fore failed to comply with his engagement at not be received from any one who has hereto-

TO WILLIAM E. CUNNINGHAM & CO.

Office of the American Beacon and Norfolk and Portsmouth Daily Advertiser, } Dr.

184

To publishing notice in the case of

\$11.25

Order of publication

13

I CERTIFY that the annexed Notice in the case of *Thos N Peirce and others.*
Thomas Smith and others — has been inserted
Two months successively, in "THE AMERICAN BEACON," Newspaper, published
in Norfolk, Va. commencing *November 25th. 1843*

HB Bagnall
of William E. Cunningham & Co.

Publishers of the Beacon.

Sworn to before me, an Alderman of Norfolk Borough, by *Henry B Bagnall*
this *27th.* day of *January* — *1844*
Charles Reid, J.P.

AT rules held in the Clerk's Office of the
Circuit Superior Court of Law and Chan-
cery, for the county of Isle of Wight on the
7th day of November, 1843.

Thomas N. Peirce, Wentworth W. Peirce
and Margaret Pinner, Plaintiffs,
against In Chancery.

Thomas Smith and Ann Maria his wife,
Thomas Smith, Jr, Caleb Smith, Mary W.
Smith, Littleton Smith and Ann Maria Smith,
the last five infants and children of the said
Thomas and Ann Maria Smith; John Thomas
Goodwin, James M. Smith, Wiley R. Mason,
George Fitzhugh, William Smith, William
Bell, John Withers, George Wilson, A. T. C.
Keech, J. H. and H. Smith, Thomas O. Flint
and H. Hill, partners under the style of Thos.
O. Flint & Co, and Lewis Turner, and the
said Thomas O. Flint under the firm of Turner
& Flint, Defendants.

The defendant A. T. C. Keech not having
entered his appearance and given security ac-
cording to the act of assembly and the rules of
this court, and it appearing to the satisfaction
of the court, that he is not an inhabitant of
this country: it is ordered that the said defend-
ant Keech, do appear here on the first day of
May Term next to answer the plaintiffs bill,
and that a copy of this order be forthwith in-
serted in some newspaper published in the
Borough of Norfolk for two months succes-
sively, and posted at the front door of the
Court House of this county.

Copy—teste.

no 25 s2m

N. P. YOUNG, c. c.

TO WILLIAM E. CUNNINGHAM & CO.

Office of the American Beacon and Norfolk and Portsmouth Daily Advertiser, { Dr.

1844

To publishing notice in the case of *Peirce & Smith*

{ \$5.

Price

no.

Smith

33

Ord. of Pub. in
Kent.

The Commonwealth of Virginia To the Sheriff of
Wood County, Greeting: Whereas Thomas Peirce,
Nephew to Wm. Peirce and Margaret Peirce heretofore
exhibitors to our Circuit Superior Court of Law
and Chancery, for the County of Isle of Wight,
their bill of Complaint against Thomas Smith
and others, whereupon sundry proceedings have been
had, as appears from the records and files of said
Court, but before a final decree could be pronounced
in the cause, the said Thomas Smith departed
this life, and the Plaintiffs have applied for
an In Rem Decree against John I. Jackson his
Administrator Therefore, we command you, that
you make known, according to law, to the said John
I. Jackson administrator of Thomas Smith deceased
that he be before the Judge of our said Circuit
Superior Court of Law and Chancery for the County
of Isle of Wight, at the Court house, on the first
day of the next Term, to shew, if any thing for
himself he hath or knows to say, why the said said
should not be proceeded in against him in his
character aforesaid, and be in all things in the same
pledge and condition as it was at the time of the
decease of the said Thomas Smith, and further
to do and receive what our said Court shall in
that part consider. And have then there this writ.

Witness Nathaniel P. Goring Clerk of our said
Court, at the Court house, the 18th day of September
1847, in the 7th year of the Commonwealth.

N. P. Goring Clerk.

Executed by delivering a copy to John S. Jackson
September 29th 1847 -

James Cook Dyer
Chap. Rector
S. W. C.

Perce Hale:

ss. 3rd Febr.
Smith's Randⁿ

To 1st day oct. 2nd ed.

1847 - (18th day of the
Month)

Loys Taylor 3
C. B. Hayden 3

Penn tal.

n:

In City:

Smith tal.

Plp: Costs including blks. fur, sto. fur, unit tax, Painter's
act: Shff: fur & Cont. fee \$ 137.78

Unit: Clerk \$ 35.82

Mo: Store 17.41

Printer 16.25

Comm. 78.00

Shff. 80

\$137.78

Sum

W. & Chy.

Smith

View of cuts including
proceedings of Acts: Est.
1877.

W. P. Horned.

Warrenton

Nov 14. 1843

Dear Sir,

I have received your two letters, & have given your wishes the proper attention.

In the suit in Civil - paper nothing has been done at the last term, material

upon the claim of Furness & Flint. There are 2 or 3 credits. And on that of Flint \$500 was paid at one term; & perhaps all is paid

Yrs very truly

Amosmith



Geo
Mumfry

My dear Sir

My dear Sir

Norfolk

1843 Nov 5
Mumfry
Bedford - on the
Steam of the



George Adams In acct with J. H. Smith

1820 $\odot$ γ 10 *Calo molafina* 2000 $\frac{C_{10}H_{14}O}{\text{Sugar}}$ 29% 113.30 β 17.30

" 1 1/2 " " got of Mrs. C. at 2... .. 40

" Cash recd. by you from Tom agent 8-19.00 12.60

"your l^{tr} of 27th inst. with Regt^d White Sugar \$15.00

Coffin p 14.20 - Glass p 5.50 - Moulding p 6.50 25.80 40.80

1821 " A. & G. on White payath out of salary next Aug 32. 20

\$ 110.00

July 1	By amt of one segment for last year transaction	\$110.00
July 1		\$110.00

Aug 1 To allowance for board for meat, wood &c 14

" " for exp. in Wmms of Family day 9-10

" of pork one talon your allowance is \$ 7.00 \$ 30.00

" Cash for cabbage and turnips, etc	2.8	33
-------------------------------------	-----	----

" 2nd loaf sugar 3. 5 lbs. pork 2 @ 6. 8.46 11 46 \$ 14.34

" and of you acct with Thomas & Adams \$58.68

" " " " Transfer to same air unit. 66.53/12 S.21

" " " Draft or White in full of your note
To Chapman & Transeronty. \$18.89

Apr 21 1842.. you acct. with J. White & Co. is exactly
on my own on him & you, however } 52.74¢ 71.63

Apples and pears sold since 2nd Nov. 1914

" Cash p^d Mr Maku on Jan 25th Monself 75 got Bishop's permit 1.00

261.32

1831 60

Dec^r 31st My wages this year £100. By hire of boy this year £40. £140.00

Bar. am md with in! 121.32

March To him of Sylva exp. \$1.00 To work of hands on potatoes exp. \$2.50 \$261.32

" allowance of barons for meal, wood &c say 14.00

"except in family or contract" 9.00

" hire of cart, stews & hauls to move	2.00	27.00
---------------------------------------	------	-------

26th last east on p.s. no clothing p.10. 2 pr each pl. looking, cap 2. \$18.00

16 plain. 63. Mustard 25. Water in 5. 2 eggs upon 6 1.19.

four 5. Cost sugar @ 3.25. Cost sugar @ 2. Cost @ 4 14.25

pepper, spice, rice 26. cups 100.00, 5. Mac 100.00, 2.87, 30.32

to amt. of articles got by you. of Mr White. in his acct 67. 59

" Changes in said acct on date on allowance say 5.00

And En - 1 - 35.40

1822 ²¹ Dec 21 To auct. brought on \$135.40
 " on on James R Wilson say with int. \$25.00
 " do on Vaughan trust 3.50
 " do on trust 2.75 \$31.25
 To bal. am m^d 1 Jan 1842 - \$121.32
 " int. on \$121.32 to this date 12 mos 7.28 128.60

1843 Jan 1 ²¹ Pay your wages for last year \$145.00
 " my loan to you for stock &c 150.00
 Bal. am m^d 25 \$295.25

To also bal. .25
 " said White acct omitted 3.54
 " acct on Mingo am m^d 1.50 \$5.32
 closing all 23 Jan 1825

Thos Smith

Virginia: Wood County Court May Term 1847

On motion of John F. Jackson, who made oath as Administrator and together with John F. Suddgrass, his surety, entered into and acknowledged a bond in the penalty of One thousand dollars, conditioned according to law, Certificate is granted the said Jackson for obtaining letters of administration on the estate of Thomas Smith deceased, in due form.

A Spy Teste

J. F. Mendenhall Clerk

This Indenture made and executed this 19th day of June 1841, by and between Thomas Smith, and Ann his wife of the first part, William Cotton of the second part, and Solomon A. S. Brown & Wiley Roy Mason of the third part, Whereas the said Thomas Smith has a note for \$1000, which was discounted at the Branch Farmers Bank of Va at Fredericksburg for the accommodation of said Smith, which said note is now under protest for non payment, but which the bank is willing to renew & continue for a longer period for the accommodation of said Smith, provided he will procure acceptable endorers upon said note & all subsequent notes for the renewal & continuance of the same; and whereas the Bank aforesaid has agreed to accept as such endorers the said Brown & Mason: And whereas the said Brown & Mason have agreed to endorse said note and all subsequent notes for a limited time, which may be discounted as a renewal or continuance of said note in Bank upon condition that the said Smith will fully and effectually secure & protect them the said Brown and Mason, their heirs Exors, admors and assigns against all loss and injury by reason of or on growing out of their liability as such endorers. Now therefore this indenture witnesseth, that the said Thomas Smith, and Ann his wife, for and in consideration of the premises, as well as for the further consideration of ten dollars lawful money in hand paid to them by the said William Cotton, before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged they the said Thomas Smith & Ann his wife have given, granted, bargained and sold, and by these presents do give grant bargain and sell unto the said William Cotton his heirs, Executors, administrators and assigns, a certain tract or parcel of land, lying and being in King George County known by the name of "Marango" bordering upon Machodoc Creek and ad-

=joining the lands of George D. Ashton, Thomas B. Barber, Thomas Samuel Voths, and containing about 730 acres (more or less); We the said William Colton to have & hold the aforesaid tract of land, together with its premises and appurtenances to the only proper use of him his heirs, executors, administrators or assigns forever: Upon trust nevertheless to and for the following uses and purposes to wit; that the said William Colton his heirs executors and assigns shall permit the said Thomas Smith his heirs, executors, administrators and assigns to remain in quiet possession of the land hereby conveyed, and appropriate to his own use, the rents, issues & profits thereof, until default be made in the payments of the debt due to the Bank aforesaid, or until he his heirs executors, administrators or assigns, shall be required by the said Brown & Mason or either of them, to make sale of the aforesaid tract of land and premises for the purpose of raising a fund with which to pay off the debt aforesaid to the Bank, and then upon this further trust that upon the happening of such default of payments, or when the said William Colton his heirs executors or administrators or assigns shall be required so to do by the said Brown & Mason or either of them, it shall be the duty of the said William Colton his heirs, executors, administrators or assigns to sell the said tract of land, premises & appurtenances to the highest bidder for ready money, at public auction, after having fixed the time and place of sale at his own discretion, and given thirty days notice thereof in some newspaper of good circulation; and out of the monies arising from such sale, shall first satisfy the expenses attending the execution of this trust; then pay off and discharge the debt due to the Farmers Bank of Va. at Fredericksburg, for which the said Brown & Mason are then liable as endorsers, & the balance

if any, pay to the said Thomas Smith his Executors or administrators. In Witness whereof the parties have hereunto set their hands and affixed their seals the day & year first above written.

Thos. Smith, Esq.

Esq.

Esq.

Esq.

Esq.

State of Wight County to wit,

We John H. Purdie and John R. Purdie Justices of the peace in the County aforesaid state of Virginia do hereby certify that Thomas Smith a party to a certain deed bearing date on the 19th June 1841 thereto annexed, personally appeared before us in our county aforesaid, & acknowledged the same to be his act and deed, and desired us to certify the said acknowledgments to the Clerk of the County Court of King George in order that the said deed may be recorded. Given under our hands & seals this 19th June 1841.

J. H. Purdie J. P. Esq.

John R. Purdie J. P. Esq.

In Clerk's Office of King George County Court August 19th 1841.
The foregoing Deed of trust on real estate from Thomas Smith to William Colton for purposes therein expressed, was this day delivered the Clerk, & together with the certificate of acknowledgments thereon endorsed, admitted to record.

By
Clerk

C. P. S. Brown, Clerk

Attest
C. P. S. Brown

Smith }
to } Deed of
Colton } Trust

Copy

Peru
v. S. M. A. T. n. 3
Smith
not by Plaintiff
Bill-

Fee for copy \$0.60

This Indenture made this first day of October in the year of our Lord 1840 between Thomas Smith of the County of Isle of Wight of the one part, John A. Blackford of the County of Shenandoah of the second part, and George Fitzhugh of the County of Caroline & Wm. Roy Mason of the County of King George, all being of the state of Virginia, of the third part, Whereas the said Smith is justly indebted to the said Blackford in the sum of fifteen hundred dollars, due by bond in five years, from its date & carrying interest from the second day of April 1833, subject however to such a credit on account of payments & offsets to this date, as to leave a balance now due on said bond of principal & interest of precisely two thousand dollars (\$2000) which said bond subject to the credit aforesaid, the said Smith is willing and ~~omiss~~ anxious to secure, Now this Indenture witnesses that the said Smith for and in consideration of the premises, as well as of one dollar to him in hand paid, by the parties of the third part; at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted bargained & sold and by these presents doth grant, bargain, and sell unto the said Fitzhugh & Mason their heirs & assigns, all that valuable property called Marango, situate lying and being in the County of King George & State of Virginia on the Potomac, even bounded by that river, Pozzins Creek, and the lands of George D. Ashton, Thomas B. Baber, Nathaniel H. Wood & Thomas Sewell and containing seven hundred & thirty acres (730) more or less, the said tract being formerly part of the estate of the late Capt. Smith. To have and to hold the said hereby granted is intended to be granted premises, with all the appurtenances of the same unto the said parties of the third part, or to either of them, or to their joint and several heirs & assigns free from the claims of him the said Smith his heirs &c. &c. of any and every person or persons whatsoever &

the said premises hereby conveyed or intended to be conveyed the said Smith doth hereby for himself his heirs & forever warrant and defend. In trust nevertheless that the said parties of the third part, permit the said Smith his heirs &c to remain in quiet & peaceable possession of the premises herein conveyed & take the proceeds thereof to his own use until default be made in the payment of the said bond, subject to the credit aforesaid, and for its payment, credit is to be allowed the said Smith until the 1st day of June 1842, and then upon the happening of such default of payment, upon the further trust, that the parties of the third part, or either of them, their or either of their heirs and assigns, after advertising the time & place of sale at two or more public places in the county of King George and Westmoreland, in some paper published in the town of Fredericksburg for at least two months prior to said sale, sell such or so much of the hereby conveyed or intended to be conveyed premises at public auction & for cash as shall be thought necessary for the purposes of said sale, and out of the proceeds thereof (pay) first the expenses attending the premises, & then the principal and interest of said debt, or such part thereof as may be still due & owing & the balance if any, to the said Smith his heirs, executors administrators or assigns. But if no default be made in the payment of said debt, then this instrument is to be utterly null and void, otherwise to remain in full force and virtue. In testimony whereof we have hereunto set our hands & affixed our seals the day & year first above mentioned. The interlineation "date" made before signing -

Signed, sealed & delivered

In presence of

Martha Bell

Eliza Pilcher

Wm M. Blackford

Thos. Smith

Corporation of Fredg to wit:

W^o Robert Dickey & H. H. Wallace justices of the peace in the corporation aforesaid, in the state of Virginia, do hereby certify that Thomas Smith, to party to a certain deed bearing date the 1st day of October 1840 & therunto annexed personally appeared before us in our corporation aforesaid and acknowledged the same to be his act & deed and desired us to certify the said acknowledgements to the clerk of the County Court of King George in order that the said deed may be recorded. Given under our hands and seals this 6th day of October 1840.

Robt Dickey

H. H. Wallace

In the Clerk's office of King George County Court October 13th 1840.

The foregoing deed of trust in real estate from Thomas Smith to George Fitzhugh & Wiley Roy (Mason) to secure John A. Blackford was this day received in my office and is together with the certificate of the acknowledgements of the said Smith thereon endorsed, admitted to record.

Teste

S. J. Brown

Copy
Teste

S. J. Brown

Smith
to
Fitzhugh & Watson } Exec of
Trusts.

Copy

Perie
n 3 included
Smith
n 2. 3rd 3. 4th 5th
with new rule -

Fee for copy \$0.60

This Indenture made this first day of June in the
year of our Lord 1840, between Tho^s Smith of the County
of Isle of Wights of the one part, John A. Blackford of
the County of Shenandoah of the second part, and
George Fitzhugh, of the County of Caroline, Wiley R.
Mason of the County of King George (all being of
the state of Virginia) of the third part; Whereas
the said Smith is justly indebted to the said
Blackford in the sum of \$1500, and by bond,
in five years from its date & carrying interest
from the 2nd day of April 1833 subject however
to such a credit on a cts. of payments & offsets to
this date as to leave a balance now due on said
bond of principle and interest of precisely \$2000.
which said bond subject to the credit aforesaid
the said Smith is willing and desirous to secure.
Now this Indenture witnesseth, That, the said
Smith, for and in consideration of the premises
as well as of one dollar to him in hand paid
by the parties of third part, at and before the
executing and delivery of these presents (the
receipt whereof is hereby acknowledged) has gran-
ted, bargained and sold and by these presents
does grant, bargain and sell unto the said
Fitzhugh & Mason their heirs & assigns, all that
valuable property called Melville including
all the lots & adjacent premises mill store house &
lying & being in the County of King George and
containing by estimation four hundred acres
be the same more or less, acquired in part as
districtee of Caleb Smith decd. by purchase
from Blackford, Rich & their wives other distri-
butees of the said Caleb Smith & bounded by the
lands of Nathl H. Hove, Tho^s Small Turner
S. S. Brown &c &c. To have and to hold the said
premises granted or intended to be hereby granted

premises with all the appurtenances of the same unto
the said parties of the third part, or to either of them
or to their joint and several heirs and assigns free from
the claim of him the said Smith his heirs &c. of any &
every person or persons whatsoever, and the said premises
fully conveyed or intended to be conveyed, the
said Smith doth hereby for himself, his heirs &
forever warrant & defend. - In trust nevertheless
that the said parties of the third part permit the
said Smith his heirs &c. to remain in quiet & peaceable
possession of the premises herein conveyed & take
the proceeds thereof to his own use until default
be made in the payments of the said bond subject
to the credit aforesaid & for its payments credits is
to be allowed said Smith until 1st June 1842 &
then upon the happening of such default of payment,
upon the further trust, that the parties of the
third part, or either of them, their or either of their
heirs & assigns after advertising the time & place
of sale at two or more publick places in the counties
of King George and Westmoreland, in some paper
published in the town of Fredericksburg for
at least two months prior to said sale, sell
such and so much of the hereby conveyed or
intended to be conveyed premises at publick
Auction & for cash, as shall be thought necessary
for the purposes of said sale, and out of the pro-
ceeds thereof pay first the expenses attending the
premises & then the principle and interest of said
debt or each part thereof as may be due &
owing to the balance, if any, to the said Smith
his heirs, execs, admors or assigns. But if no de-
fault be made in the payments of said debt
then this indenture is to be utterly null and
void, otherwise to remain in full force and
virtue. In testimony whereof we have hereunto

set our hands and affixed our seals the day and
year first above written -
Signed sealed and
delivered in presence of } Thos Smith Deed
Wit
Wit

Corporation of Fudg to wits.

We Robt Dickey and H. H. Wallace
Justices of the peace in the Corporation aforesaid, in
the state of Virginia do hereby certify that Thos Smith a
party to a certain deed bearing date on the 1st June
1840 & hereto annexed, personally appeared before us
in our Corporation aforesaid, & acknowledged the
same to be his act & deed, and desired us to certify
the said acknowledgments to the clerk of the County
Clerk of King George in order that the said deed
may be recorded. Given under our hands &
seals this 1st day of June 1840.

Robt Dickey, Deed
H. H. Wallace Deed

In the Clerk's Office of King George County Clerk
June 13th 1840.

The aforesaid Deed of trust on real estate
upon this day delivered the clerk, and is together
with the certificate of acknowledgments thereon
endorsed, admitted to record.

Testi J. H. Brown Clk

Attest J. H. Brown Clk

Smith
to
Fitzhugh & Malin

Deed of
Trust

Copy

Power
is
made
in 1. July, 1844
in the City

See for copy p. 60

This Indenture made this first day of March in the Year of our Lord one thousand eight hundred and forty two between Thomas Smith and Ann Maria his wife of the one part, John Thomas Goodwin of the second part (and the trustees of King's College Dr. Plafance of Caroline & Clarendon Goodwin & Elizabeth D Goodwin of same County of the third part, whereas the said Thomas Smith is indebted to the parties of the third by bond the first in the sum of \$1000 with interest from 1st Jan'y 1840 the second in the sum of near \$70- with interest from the day of the third in the sum of \$150- the fourth in the sum of \$20- each with interest from 1st Jan'y 1839- all of which he is willing and desirous to secure, Now this Indenture Witnesseth that for and in consideration of the premises as of one dollar to them in hand by the said John Thomas Goodwin at & before the enrolling and delivery of these presents the receipt whereof is hereby acknowledged, they the said Thomas Smith and Ann Maria his wife have bargained & sold & by these presents do bargain, sell and convey unto the said John Thomas Goodwin all that tract or parcel of land allotted them in the division of Lytleton Goodwin's estate being a part or parcel of the estate called Oat Spring bordering on the Mataponi & bounded by the lands of Forist & others, containing about 60 acres their undivided interest in the down estate of Elizabeth D Goodwin in and to the said Lytleton's estate any balance that may at any time appear due on the administration of said estate with all the rents issues and appurtenances to the said belonging or in anywise appertaining & the said Thomas Smith moreover assigns to the said trustees to be paid over as received in liquidation of the debts here secured a judgment in the name of said Smith as Jno. L. Pendleton in the County of Caroline, the costs in the case of White & Parker in said County, any balance that may be due by Peter D Goodwin for rents &c and all that may remain of the claims placed in the hands of George Fitzhugh atty after discharging his to John L. Mays for \$190 with int. from Jan'y 1832

To have & to hold the said tract of land & premises & acc & singul^r
its appurtenances, together with the several, rights, interest and
dolls as herein conveyed unto the said John Thomas Goodwin,
his heirs and assigns forever, he shall nevertheless that the said
John Thomas Goodwin, shall forthwith proceed to realize all
of said debts and collect all of said rents and apply the same
to the liquidation of the debts aforesaid in such proportions
and parts as shall be thought best or prove most expedient
and then and not before, if said debts be not paid according
to their true intent and meaning in whole or in part, or as
soon thereafter, as the said trustee or his assigns shall
think fit or the parties of the third part shall require and
direct, the said Goodwin trustee or his assigns, shall expose
to sale the property hereby conveyed, or such parts thereof as
may be thought best & sufficient, at publick auction to
the highest bidder, having previously fixed the time & place
of sale & given due & full notice thereof for cash & the proceeds
thereof (deducting all necessary expenses) pay first in
discharge of said debts & in such proportions as shall
make them all equal & the balance if any to Wiley &
Mason of King George Cty & trustee in a more general deed
from the same parties for like purposes, or to his assigns
to be in all respects subject to the provisions of said general
deed, should such payment be necessary, but if not
then to the said Thomas Smith, his heirs &c. But if the
said debts be fully paid off and discharged so that no
default be therein made then this obligation to be void.
In testimony whereof the parties to these presents have hereunto
set their hands & affixed their seals the day & year first
above written

Signed, sealed & delivered
in presence of

Thos. Smith (Seal)
Ann M. Smith (Seal)
(Seal)

Isle of Wight County, to wit:

We Meile Womble and Edwin Morrison Justices
of the peace for the County aforesaid & State of Virginia, do hereby
certify that Thomas Smith, a party to a certain deed bearing
date on the 1st March 1842 & unto annexed, personally
appeared before us, in our Cty aforesaid & acknowledged the
same to be his act and deed & desired us to certify said
acknowledgement to the clk of the Cty Ct. of Caroline in order
that the said deed, may be recorded. Given under
our hands & seals this 25th day of March 1842

M Womble J.P. (Seal)
E Morrison J.P. (Seal)

Isle of Wight Cty to wit:

We M. Morrison and M Womble justices of the
peace for the County aforesaid & State of Virginia, do hereby
certify that Ann Maria Smith, the wife of Thomas Smith,
party to a certain deed bearing date on 1st March
1842 & unto annexed, personally appeared before us
in our County aforesaid & being examined by us, privily
and apart from her husband & having the deed
aforesaid explained to her fully she the said Ann
Maria Smith, wife of the said Thomas Smith, —
acknowledged the same to be her act and deed and
declared that she had willingly signed, sealed
& delivered the same & that she wished not to retract
it. Given under our hands & seals, this day of March 1842

M Womble J.P. (Seal)
E Morrison J.P. (Seal)

The debt herein intended to be secured is a debt to the Trustees
of the Theological Seminary of the Protestant Episcopal
Seminary of the Diocese of Ohio & it is believed
a deposit of Kenyon college.

Clerks Office of Caroline County bound 4th of April
1812 The foregoing Deed of Trust was this day recorded
in the Office & together with the Certificate thereon
endorsed admitted to record

Teste John L. Pindleton Clk.

Truly Recorded

Teste John L. Pindleton Clk.

I hereby certify that the foregoing deed was filed in
the Clerks Office of the Circuit Sp^l Court ~~for~~ of Law
and Chancery for Isle of Wight County in the case
of Prince vs Smith — — —

A Copy Teste

J. P. Miles D6

Prince
vs
Smith
} Copy sent

Copy filed by P. S. with
Recd.

This Indenture made this first day of March in year
of our Lord one thousand eight hundred & forty two between Thomas
Smith and Ann Maria his wife of the one part, Wiley R. Mason,
of the second part and the distributees of Caleb Smith dec^d & the
devisee of Alexander Norris dec^d of the third part. whereas the said
Thomas Smith has heretofore qualified as administrator with de bonis non
of Caleb Smith dec^d & will be indebted as such in or about the sum
of \$350 and has further qualified as administrator with the will annexed
of Alex^r. Norris dec^d & will be indebted to said estate in the sum
of near or about \$500 & is willing and desirous most effectually
to secure the same with all accruing interest & costs. Now this
indenture witnesseth that for & in consideration of the prom-
ise as well as of one dollar to them in hand paid, at & before
the sealing (and delivery of these presents the fact, whereof is
hereby acknowledged) that the said Thomas Smith and Ann
Maria his wife have bargained & sold & by these presents do
bargain sell and convey unto the said Wiley R. Mason, his
heirs or assigns all those tracts or parcels of land lying and
being in the County of Westmoreland called respectively the
White Oak Swamp, the Sandy & Possumon Hill tracts, bounded
by the lands of Messrs. Lewis, Keamy, S. S. Brown, Sebastian
Koe &c containing about 110 acres more or less, with all the
rights issues & appurtenances to the same belonging or in any
wise appertaining and the said Thomas Smith moreover as-
signs to the said trustee to be paid one as accruing & in liqui-
dation of the debts here secured a judgment in the name of
said Smith vs James Cunningham in the County of King
George and a bond or bonds now in the hands of said Mason
as atty with an order on him from the debtor due & owing
by George Picket of Fredericksburg. To have and to hold the
said tracts of land & premises with all and singular their
appurtenances, together with the debts aforesaid, unto the
said Wiley R. Mason, his heirs & assigns forever. In trust nevertheless

that the said Wiley R. Mason, shall forthwith proceed in a prudent & judicious way to realize the debts aforesaid, collect all the rents and apply the same in liquidation of the administrative balances aforesaid in such proportions & parts as shall be thought best, or more most expedient & then & not before, if said balances be not paid according to their true intent & meaning, in the whole or in part, or as soon thereafter, as the said trustee or his assigns shall think fit, or the parties of the thing sh. require and direct the said Mason, or his assigns shall expose to sale the property hereby conveyed, or such parts thereof as may be thought best & sufficient at public auction to the highest bidder for cash, having previously fixed the time and place of sale & given due and full notice thereof & the proceeds of such sale (deducting all necessary expenses) pay first in discharge of said debts & in such proportions as shall make them both equal & the balance if any apply to the purpose of another deed from the same parties of the first to the same party of the second, part said deed being of record in the clerk's office of King George County, should such payments be necessary, but if not then to the said Thomas Smith, his heirs &c. But if the said debts be fully paid off and discharged, so that no default be therein made, then this deed to be void. In testimony whereof the parties to these presents have hereunto set their hands & affixed their seals the day & year first above written.

Signed sealed and delivered
in presence of

Thos. Smith
Ann M. Smith

Sole of Wigham City, to wit:

We, (M. Womble and E. Morrison, justices of the peace for the City aforesaid & State of Virginia, do hereby certify that Thomas Smith a party to a certain deed bearing date on the 1st of March 1842 & thereto annexed

personally appearing before us in our County aforesaid & acknowledged the same to be his act and deed & desired us to certify & acknowledge the same to the clerk of the City of Westmoreland in order that the said deed may be recorded, Given under our hands & seals this 25th of March 1842.

M. Womble J. P.
E. Morrison J. P.

Sole of Wigham City, to wit:—

We, M. Womble and E. Morrison, justices of the peace for the City aforesaid & State of Virginia, do hereby certify that Ann Maria Smith, the wife of Thos. Smith, parties, to a certain deed, bearing date on 1st March 1842 & thereto annexed, personally appearing before us in our City aforesaid & being examined by us privily (and apart from her husband & having the deed aforesaid fully explained to her, she the S^d Ann Maria Smith, wife of the said Thomas Smith, acknowledged the same to be her act and deed & declared that she had willingly signed, sealed & delivered the same & that she wished not to retract it. Given under our hands & seals this 25th day of March 1842

M. Womble J. P.
E. Morrison J. P.

Virginia:—

Clerk's Office of Westmoreland County Court the 6th day of April 1842. This deed from Thomas Smith and Ann Maria wife to Wiley R. Mason in trust for the benefit of the distributees of Caleb Smith dec. & others, was this day presented in my office and with the certificates of acknowledgment and privy examination, annexed thereto admitted to record.

Recorded and Examined

Teste William Smith Esq
Teste William Smith Esq

Pence
J. S. Exhibit R.

Smith

Filed by Plaintiff with
Bell.

Copies of Hunt sent from
Smith & wife to Mason

recorded in Westmoreland
County.

From the Ward a true Copy of the State of William & Mary

Smith & Mary
to
Mason & Mary
Westmoreland Co.

This Indenture made this first day of March in the year
of our Lord One Thousand eight hundred and forty two between
Thomas Smith and Ann Maria his wife of the one part, Wiley
R. Mason of the second part and Wintworth W. Peirce, Sampson White,
George W. Purdie, A. Buck, Kenyon College, Clara A. Goodwin, Eliz.
"abith D. Goodwin, Dr. Glapwell, A. Norris' estate, C. Smith do, J. H.
Brent, Edward Morrison, William C. Adams, A. Clarke, Thomas A.
Adams, Wyatt White and all others as specified in the clauses hereunto
annexed of the third part. Witnesseth that whereas the said Thomas
Smith is indebted to several individuals that assigned and endorsed
sundry bonds and notes and is otherwise responsible or likely to become
so, in divers sums of money, as will more fully and at large appear
by the annexed schedule marked A which is to be taken and consider-
ed as a part of this indenture as fully & to every intent and purpose
as if the same had been herein set forth at large; and the said
Thomas Smith is very desirous to pay the said several debts, and the inter-
est now due thereon and to grow due, but finds it difficult to do, be-
cause his property consists almost entirely of real estate and special-
ties due at distant dates but some on demand; and whereas the said
Thomas Smith feels bound in honour and law amply to provide for his
own fair and bona-fide Creditors (including the assignments made to the
said Peirce or endorsements of Notes to him as the case may be among
those creditors) to make good a deed of settlement this day executed in
behalf of the said Ann Maria for property lying and being in the
County of Isle of Wight and to make this provision in such a way
as to ensure peace to his own bosom, payment to his own creditors, and
such a dividend among others, as may prove themselves entitled,
avoiding unnecessary sacrifices, and so managing the whole that
all may be paid if possible; Whereas it is his full purpose, and
intent to convey all save what is heretofore conveyed, so that it may
be the interest of all to assent to this deed: Now this Indenture further
Witnesseth, that in consideration of the premises & of One dollar to them
in hand paid by the said Wiley R. Mason at and before the en-
sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, they the said Thomas Smith and Ann Maria his wife,

have granted, bargained and sold and by these presents do grant, bar,
gain and sell and convey unto the said Wiley R. Mason, his heirs
and assigns; the following property and debts, as per schedule man-
ked ^{Red} ^{to} hereto annexed, which is to be taken and considered as a
part of this indenture, as fully and to every intent and purpose
as if the same had been herein set forth at large, will more fully
appear, to Wit; All that tract or parcel of land ^{called} ^{Marys}
and Millville containing about twelve hundred acres be the same
more or less, lying in part on the Potomac River and Rosiers Creek
and bounded thereby and by the lands of George D. Ashton, Thomas
B. Baber, Nathaniel H. Hood, Turner, Mary Suttles, the
Mill Pond and Thomas Correll including all the lands pur-
chased from sundry and known and held as a part and parcel of
said places the tract of land of which Prof. Reynolds died seized
and possessed containing about 200 acres more or less on which a
power of atty to sell in discharge of a debt exceeding its value, by
the heirs, said land adjoining the Mill Pond and bound by the
lands of John Frank and others, one other tract of land contain-
ing ^{about} 500 acres purchased of Gustavus G. Rogers & others, of which
Henry Suttles died seized & possessed and bounded by the lands of
Daniel Boukly, S. J. Brown & others - the tract at Indian Town of
which the Widow of Saml. Rolling is seized & possessed for life, contain-
ing about 300 acres more or less bounded by the lands of Nathl.
H. Hood, Colvert Jones & others, one other tract of land containing
about 200 acres, on the paspatary hills, near the Potomac Creek,
adjoining the lands of Selis Hanebrough & others and is the same
once owned by Thomas Truett, all the remaining, unsold por-
tions of the Office Hall estate containing by estimation about 600
acres be the same more or less together with that large and valuable
body of Mountain land lying and being in the County of
Pendleton containing from 50 to 100,000 acres, the courses, dis-
tances and boundaries of which will more fully appear
by reference to the deeds from One George Johnson and plats
for said land of record in said County, and the Originals
of which are now in my possession, and the tax on which said
land

land has been always promptly paid up, together with all other
lands except those lying and being in the Counties of Caroline,
Westmoreland & Isle of Wight & in them likewise after the discharge
of liens created on them, with all and singular the premises and
appurtenances to the same belonging or in any wise appertaining
To have and to hold the said tracts of land and premises
with the improvements thereon, and all and singular their and each of
their appurtenances unto the said Wiley R. Mason his heirs, execs,
adms or assigns forever; but in Trust. Nevertheless and for the
following special purposes - First the said Wiley R. Mason or his
assigns shall forthwith proceed to collect in the earliest and most
practicable way the debts, due on demand, the interest semi-
annually accruing on the Specialties aforesaid and the ^{into} ^{tracts}
as they severally fall due, and apply as hereinafter directed -
Secondly collect the Specialties as they severally fall due either
by an expiration of time of payment or a non-compliance with condi-
tion endorsed - Thirdly sell, privately or publicly any or all of the
lands herein conveyed and transfer any of the listed debts, provided
said sale or sales, transfer or transfers, be with the approbation of
said Smith & a Majority of the Creditors of the first class and apply
the same ^{as} ^{the} ^{debts} ^{herein} ^{secured} ^{or} ^{intended} ^{to} ^{be} ^{secured}, the said Stipulation being
intended to give the Trustee an enlarged discretion for the
benefit and not for the injury of any of the parties interested
care being taken in such and all other payments to avoid
giving any preference to creditors of the different classes so that
one shall ultimately receive more than the others - Fourthly after
said debts shall be fully realized or their solvency tested, and the debts hereby
secured still remain due and unpaid in whole or in part then or at
soon thereafter, as the said trustee or his assigns shall think fit or
the parties of the third part shall require and direct the said Wiley
R. Mason or his assigns shall expose to sale the property hereby conveyed,
or such parts thereof as may be thought best and sufficient, at
public auction, to the highest bidder, having previously fixed the
time and place of sale and given due and full notice thereof,

(the time and place and terms to be left at the discretion of the trustee,) provided no Notice shall be under ninety days, and no forced sale shall be made prior to the 1st of January 1847 - When the last of the Specialties shall due, firstly to pay said proceeds from any and all sources first to the discharge of any prior incumbrances or incumbrances on any or all of the property and rights hereby conveyed or settled in the deed of conveyance in favor of the said Ann Maria Smith as necessity may require or prudence dictate 2nd to the liquidation of debts clasped No. 2. in rateable portions or in such other way as necessity may require or prudence dictate, looking to the general good of the whole and a specific ultimate equality among the whole of this class who assent to the provisions of this deed 3rd to the payment of debt clasped No. 3 - 4th In equal proportions among all such creditors of one William Smith of the County of Culpepper, where the said Thomas Smith is security or endorser, and whose responsibility is fixed by due course of law, arbitration or written admission (the parties assenting to the provisions of this deed,) but it is expressly understood that all the securities of said Thomas Smith are considered and intended to be embraced among the Creditors clasped No. 2 and are to be so treated as though they were specifically embraced & it is further expressly understood and agreed that this deed is to place no claimant under it as the amt. due or right to recover on any higher or other footing than said claims nor sustain, all amts to be fixed, altogether extraneous of the deed & security to be claimed only for such sum thus and only thus fixed & the balance if any, after satisfying the purposes of this and paying all expenses in its execution, firstly to the said Thomas Smith his heirs, exors, admors, or assigns. But if all of said debts shall be fully paid off and discharged and all other the intents and purposes herein contemplated, be fully consummated so that there be default nowhere, nor in any thing, then this indenture and every thing, herein contained, is to be void. It is further stipulated and agreed that nothing herein contained shall interfere with the rights of the said Surety as expressed on the face of W. Smith's bond under this

The deed of trust securing the same from said William that said trustee is hereby empowered to raise money for the purposes of this deed and subject the entire property herein conveyed to secure the same, the lender being the same duly appropriated is not only authorized but directed first to liquidate the balance due for the land in the County of Sebo of Wight settled on the said Ann Maria Smith unless a more urgent need shall require a different direction— is further empowered to keep the property hereby conveyed in good and improving order so as to increase its value yearly untill sold if at all and to this end may take of the rents not exceeding however one half thereof to settle, compound or compromise— any matters in controversy either for or against said Thomas always using due discretion, to appoint other Attys, agents or if thought best make a general assignment of all his rights, duties and responsibilities under and growing out of this deed to any one or more persons mutually agreeable to the other parties, said assignee or assignees succeeding by virtue of such assignment to all such rights, duties and responsibilities. It is further stipulated that all claiming under this deed shall signify their acceptance of its provisions by writing addressed to the trustee duly intrusted within sixty days after notice duly served, specifying the amount of their claim, how evidenced and whether disputed, so that he may know how to govern himself. No such neglect shall however forfeit any right herein secured or displace them from a higher to a lower class. All however expressly refusing its provisions or unnecessarily delaying their acceptance of them, or who seek to disturb either this or the deed of settlement in favor of the said Ann Maria Smith shall be classed as No 5— instead of No 2, 3 or 4 as the case may be and be paid accordingly. It is further stipulated that if in closing any deed or collecting any debt, it shall be necessary to purchase any property in order to avoid too great a sacrifice the trustee assignee or assignees is hereby fully empowered to do so and make disposition thereof according to the true intent and meaning hereof, the same being subject to all the provisions & stipulations herein contained and the said Wiley R. Mason for himself, his heirs,

exors, admors or assigns, covenant with the other parties to these presents, that he or they will faithfully execute the trust hereby reposed in them, and should a sale or sales of the property be made and the debt or debts collected the proceeds thereof shall be faithfully applied according to the true intent and meaning of this deed; and should no default be made, that he or they when required by the said Thomas Smith or his legal representative or representatives and at his or their proper costs & charges, release and reconvey to him or them the property aforesaid. This deed is intended to embrace every thing of every kind and description in law or equity in which I may be entitled any and every where, not heretofore conveyed or settled and all equity of redemption in any and every such settlement or conveyance, and any balance over and above the objects specified in any such conveyance or settlement, whether such be in the Counties of Caroline Isle of Wight, Westmoreland or else where. "Marked A." - "for life" "no intention" before signing. In testimony whereof the parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed sealed and delivered
In presence of

Thos Smith Seal
Ann W. Smith Seal

Seal
Seal
Seal
Seal
Seal
Seal

Isle of Wight County to Wit:
We W. Womble and Edwin Morrison justices of the peace for the County aforesaid State of Virginia do hereby certify that Thomas Smith a party to a certain deed bearing date on the 1st March 1842 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 said acknowledgement to the Clerk of the County Court of King George, in order that the said deed may be recorded. - Given under our hands & seals this 25th day of March 1842.

W. Womble J.P. Seal
E. Morrison J.P. Seal

Isle of Wight County to Wit:
We W. Womble and E. Morrison justices of the peace for the County aforesaid, in the State of Virginia, do hereby certify that Ann Maria Smith the wife of Thomas Smith parties to a certain deed, bearing date on the 1st March 1842 and hereto annexed personally appeared before us, in our County aforesaid and being examined by us, privily and apart from her husband and having the deed aforesaid fully explained to her, she the said Ann Maria Smith, wife of the said Thomas Smith, acknowledged the same to be her act and deed, & declared that she had willingly, signed, sealed, and delivered the same, and that she wished not to retract it. Given under our hands and seals this 25th day of March 1842.

W. Womble J.P. Seal
E. Morrison J.P. Seal

Schedule A

Class No. 1. as to liens and No. 2. as to balance.			
Wentworth W. Pierce	1 st Jan'y 1842	W. Smith's bond in deed	\$ 2050.00
"	"	Wm Bells do . do	400.00
"	"	1843. Wm Smith's do . do	2250.00
"	"	Wm Bells do . do	400.00
Endorsed by me & secured in foregoing deed			5100.00
George W. Purdie	1 st March 1842	Bond	\$ 320.00
Same	"	1843	1000.00
Same	"	Jan'y 1842 Note	56.37 1/2
Same amt of two bonds secured on land bought about 1823			623.62 1/2 3200.00
A Buck judgt. & exors levied amounting now to about			655.00 8985.00
Kinyon College or Trustees of the Theo. Sem. of the P.E. Church of the Diocese of Ohio			1 st Jan'y 1840 bond fully secured in Caroline 1000.00
Clara H. Goodwin	"	" 1839	" " " " 150.00
Elizabeth D. Goodwin	"	" " " " " "	20.00
Dr. Clapwell	say about 1841 bond for say		68.00 1235.00

W. Norris' estate	1 st March 1842	say secured in	500.00	
Leah Smith do	Jan'y 1843	Westmoreland	300.00	800.00
St. Kent principal and Interest amply secured say				500.00
Sampson White Bond	1 st Jan'y 1842		600.87	
"	Accepted 3 rd "	1843 Gray bank	68.25	
"	1 st "	1843 bond for hire	55.00	724.12
Edward Morrison	1 st "	" " " "	30.00	
John Gutridge	" "	" " " "	65.00	
Thomas Woodley	" "	" " " "	25.00	
William C. Adams	" "	" " " "	145.00	
Josiah Holliman	" "	" " " "	35.00	
Willis Wilson	" "	" " " "	30.00	
Nathl. Naudworthy	" "	" " " "	15.00	345.00
Same Chapman	1 st Jan'y 1842	open acc ^t	43.26	
Simpson White	" "	" " " "	18.02	
Merit Womble	" March "	" " " "	76.75	
William H. Jordan	" "	" " " "	33.32	
E. P. Ash	" "	" " " "	25.58	
Judge Allason	" "	" " " "	15.00	
Subscription to Lodge	" "	" " " "	50.00	261.93
Holstead	1841	Bond		95.00
Wm H. Taylor	" Jan'y 1842	One half		
		Letter of credit		150.00
Wm C. Adams at	" April 1841	Bond for stock & say	50.00	
Same	" Jan'y 1842	Contract third	140.00	290.00
Albert Clark about	" "	1840 bond for		200.00
James Chalmers	" April 1842	Acc ^t for		8.87
Thomas Adams	31 st March	" Bond "		382.66
Myatt White acc ^t	August 1841			265.00
Thomas H. Potts about	"	Bond "		100.00

Class No 1 and Two brought over

These two only with No 1 & 2 are otherwise fully paid
A. J. C. Keech any bal. that may be due him though none
is admitted due, but the belief is otherwise.

J. H. & H. Smith The Am^t of Drfts subject to a credit of ¹⁰⁰⁰ or judgment as the Adams in favor of Smith's
Adm^r assigned me & worth nothing & to excess over
paid by me on account of Ching & not otherwise.
Securityships of every kind and description & any &
all other debts now due & owing but omitted for the
want of recollection if reminded of them & admitting them
in writing in 6 Mo^s from this date—

Class No. 3

Thomas O Flint or Flint & Turner or both as the
case may be on bond & note, if the same be now due
and the said Thomas Smith be bound for the same in
law or equity Amounting in principal & int. to about

3500.00

Class No. 4

John Withers pr bond if due & bound amounting to about
and any and all other of my brothers Creditor to whom I am
bound who come into the provisions of this deed according to
its terms—

3500.00

Class No 5

All such herein provided for who decline its provi-
sions, stipulations and covenants &c

Schedule B

J. H. Smith

J. H. Smith bond	1 st Jan'y 1837	pl ^t int. paid (deed of trust)	12000.00
Jas M. Smith "	"	" 1842 about	4000.00
Wm Bell bond	"	" " (deed of trust)	4000.00
Rich ^d Johnson bond	"	" 1843 int. transferred till then	1666.67
C. Smith	"	26 th April 1839 attachment	1000.00
Same	Acct 1 st Jan'y 1837	Suit	187.36
Colton & Co or Colton & Mason,	unsettled acct		
Wiley B Mason	unsettled partnership &c		
Same	Receipts as atty		

Mr Dumbry Const receipts

Harrison

Said acct to be settled & said receipts to be arranged and all ~~subsequently~~ listed - And all other debts and claims not embraced in the foregoing, that may have escaped my recollection and any and every other thing and right whatsoever not previously or otherwise appropriated. -

Thos Smith

I Thomas Smith a party to the within deed make this my declaration of release of the reservatory clause in this deed deducting the payment of any balance that may remain over and above satisfying the purposes of the same to me and my heirs & in favor of the trustees in the deed for the benefit of Ann Maria Smith the other party to this instrument of record in Isle of Wight County, any such bal. to be paid them, their heirs, &c. subject to all the provisions and stipulations of said deed. I hereby acknowledge the following debts to be entitled to the privileges of No. 142. Snell Kelly &c \$5. with int. from -

Alex^r W. Blake \$47.50. Missionary Society \$15. Banner of the Cross \$5. W. Y. Prayer Book Society about \$10.00, Wm Crocker \$32.95. with int. from this date, Robert Bryceaw, John Morrison, James R. Wilson, Dickson Wills & James White Amts not known.

Given under my hand & seal this 31st March 1842, as a part & parcel of Schedule A referred to in foregoing deed and to be recorded as part of same. -

Thos Smith Seal

In Clerk's Office of King George County Court April 5th 1842. This deed of trust on real estate from Thomas Smith & wife to W. R. Mason, was this day delivered to the Clerk & together with the certificate of acknowledgement, schedule, declaration, &c. thereon endorsed, admitted to record.

Feste

J. I. S. Brown, clk

A Copy of
Feste

J. I. S. Brown clk

Pierce
vs Exhibit I
Smith

Filed by Plaintiff with him self.

Cops of must sent from Smith
order to him. recorded in
his depositions:

Smith vs
to 3 Deed of
Madon 3 Taxes

A copy

Fee for copy \$2.08

This Indenture made this first day of March in the year of our Lord one thousand eight hundred & forty two between Thomas Smith, and Ann Mariak, his wife of the county of Isle of Wight of the one part and John Thomas Goodwin of the County of Caroline and James Smith of the Borough of Norfolk and all of the state of Virginia of the other part. Witnesseth that whereas the said Thomas Smith is indebted to several individuals in (divers sums of money) as will more fully at large appear by a schedule annexed to a deed of trust for the security and payment of the same of equal date with these presents executed by the parties of the first part to one Wile R Mason of the county of King George and state aforesaid which is to be taken & considered as a part of this indenture as fully and to every intent & purpose as if the same had been herein set forth at large & is greatly embarrassed because of securityships & encumbrances and the said Thomas Smith is greatly desirous to pay the said several debts and free himself from the said several liabilities therein set out that he may be at liberty to pursue his proper vocation without interruption or anxiety with all interest accrued or accruing thereon but finds it difficult so to do because his property consists almost entirely of real estate or specialties payable at a distant date and whereas the said Ann Mariak hath hitherto fore relinquished her right of dower in sundry estates sold by the said Thomas under the promise and assurance of ample compensation in the event of such contingency as has now arisen and hath agreed further to relinquish all her right of dower in all the estates of her husband provided there be settled on her for life remainder to her husband Thomas Smith for life, remainder to the children of their bodies jointly in fee the following property being a portion thereof that is to say those two tracts or parcels of land adjoining the town of

Christified and purchased of and conveyed the one by George
W. Thorne and wife and the other by Wintworth W. Pierce and
others the meets and ^{bounds} ~~lands~~ and ^{and} of which will more fully
appear by reference to the said deeds of record in the clerks
office of the said county of Isle of Wight which deeds are to
be taken and considered as a part of this deed of settlement as
fully and to every intent and purpose as if the same had
been herein ~~expressed~~ set forth at large together with all
the household and kitchen furniture books maps chartographs
consisting of such works as are usually attach to a clergymans
& lawyers studies, all the stock of horses cattle hogs all the lands
hired for the present year including three old family servants
(two of them free from taxation and the other residing in
King George County a proper subject for like exemption &
burthensome) together with the rents of the last year and
such promises for clerical services heretofore made as
are still unperformed which said rents and promises when
performed are designed for the support of the said Ann
Mariah and family and are to be realized as fast and as
far as possible and so applied in all good faith: a partial
schedule of said perishable property is hereto annexed and
made a part hereof, the same being subject to an execution
for about eight hundred dollars in favour of one
Anthony Buck now in the hands of the sheriff of said
county of Isle of Wight and provided moreover that the
said Thomas Smith do forthwith and contemporaneously
convey the residue of his said estate in trust for the speedy
discharge of his debts aforesaid: and whereas additions from
time to time may and probably will be made to the various
specifications of property herein settled by purchase or exchange
and others sold according to the tenor of the said deed

all such exchanges or purchases or equivalents for sales
are to be held as is the other property herein more
specifically conveyed, the said Thomas Smith claiming
nothing owing nothing found or to be found in the house
or on the premises aforesaid, and whereas the rest of his
property conveyed by a simultaneous deed for the security
first of his own debts then of those for which he is bound
in law or equity exceeds the amount of known & acknowl-
edged liabilities very greatly, he the said Thomas Smith
makes ~~make~~ this deed of settlement the more cheerfully in such
a way as to avoid a claim either personally or by others save for
the liquidation of his debts to any rents or accruing interest for
the present or future years growing out of the deed of trust
aforesaid on the property & houses therein embraced, but so as
to include all future consideration for clerical services
gratuitous donations &c &c such arrangement being both
equitable and essential to peace of mind faithful and
effectual discharge of pledged clerical engagements and support
of a young and thriving family, but if it should be thought by
competent and impartial judges that the property herein convey-
ed is more than a just compensation for the dower right
of said Ann Mariah past and present she engages to pay
such charge on the within conveyed premises as shall be tho-
ught equitable and just provided the property specially
conveyed for the payment of the debts of her husband as herein
set out prove not to be ample to that end; and whereas
there are existing liens on the within conveyed property it
may be in equity as well as law said liens are to be lifted
as speedily as practicable but if any loss should ensue either
from negligence or inability said loss should be made good
the consideration within specified continue as ample as it

now is, said loss constituting the first claim on the S.
property and debts conveyed in the simultaneous deed.
And this Indenture therefore further witnesseth that
in consideration of the above recited premises and also
for the further consideration of one dollar to him the said
Thomas Smith and Ann Mariah his wife in hand paid
by the said John Thomas Goodwin and James Smith the receipt
whereof they do hereby acknowledge they the said Thomas
Smith and Ann Mariah his wife have given granted
bargained and sold aliened enfeoffed released and confirmed
by these presents for themselves and their heirs (as give grant
bargain and sell alien enfeoff releas and confirm unto
the said John Thomas Goodwin and James ~~to~~ Smith and
the survivor of them his their heirs and executors all the
real estate herein before described with all and singular
its appurtenances together with the perishable property
with the future increase thereof the choses in action rents
promises &c &c in trust nevertheless for the following uses
and purposes viz for the occupation and use of Ann Mariah
wife of the said Thomas Smith so long as she shall live
and for the use and occupation of the said Thomas Smith
after her death should he out live her and to convey the
same in fee simple to the children of the bodies of the said
Thomas ~~and~~ living at the time of the death of the longest
liver of them or to the children of such children lawfully
begotten per stirpes should any of the children aforesaid
die bearing issue before the death of the longest liver aforesaid
it is further expressly stipulated and agreed that the herein
recited property income increase rights rents debt promises
past present and to come &c &c and in no wise and in
no sense and in no part to be bound for any debt liability

or forfeiture either in law or equity of the said Thomas Smith
whether the same now is or may hereafter be nor any additions
to the same either by purchase or exchange, nor the proceeds
of any sales thereof that the said Ann Mariak may make
any deed of conveyance or will of any or all of the said
hereby conveyed property as she may think fit and proper not-
withstanding the covenants herein expressed, provide said
conveyance or will be executed in solemn form be duly
witnessed and sanctioned by the trustees. The said Thomas
Smith in his own right but especially as guardian by nature
to his children or grand children or such guardian as shall
be acting for them ~~if~~ themselves if of age or such with their
guardians as shall be of age, and Jazwell Taylor, a counsel-
lor learned in the law such sanction to be authenticated
in form equally solemn with the deed or will as the case
may be such deed or will to be in favour of some one or
more ~~of the parties~~ provided for him in, but in such propo-
tion as she may choose, that a sale or sales exchange or
exchanges purchase or purchases may at any or all times be made
by the said Ann Mariak, if of lands with like solemnity, but
if personalities only with such solemnities as may be thought
by her, husband or one of the trustees to be ample for her
security, the proceeds of such sale together with all future
investments of said sales the property exchanged or purchased
to the most distant period and notwithstanding the most
repeated charges shall be all alike subject to the operations of
this deed and that all of said property with its increase &
income, shall be liable for such of the said Ann Mariak's
debts as shall be necessary and indispensable in the judicious
management thereof. And the said John Thomas Gordon
and James Smith for themselves separately and not jointly
do hereby covenant and agree to and with the said Thomas
Smith and Ann Mariak his wife & their heirs that they

and each of them shall and will stand seized of in and to the real estate first herein mentioned together with all other that may subsequently by exchange or purchase be conveyed be conveyed to them together with all other the property and rights and as herein before set out together with all future acquisitions by purchase or otherwise to and for the special uses as herein declared and expressed and none other that is to say for the occupation and use of the said Ann Mariak wife of the said Thomas Smith as long as she shall live and for the use and occupation of the said Thomas Smith after her death should he outlive her, and then to convey the same in fee to the children of the bodies of the said Thomas Smith and Ann Mariak his wife living at the time of the death of the longest liver of them or to the children of such children lawfully begotten per stirpes should any ~~of the~~ of the children aforesaid die bearing issue before the death of the longest liver ~~of them or to the children of such children~~ as aforesaid or in such other way as is herein provided for and may be thought best according to the true intent and meaning of this Indenture And it is further distinctly covenanted and agreed by and between the parties to this deed that if any of the property herein conveyed shall be sold under the virtue of any of the liens covering the same or any part thereof that every ^{exertion} ~~operation~~ shall be made to relieve the same by purchase or otherwise and if sold bought according to the true intent and meaning of this deed & the simultaneous deeds to Wilead R Mason; said property shall be subject, notwithstanding such sale and purchase to all the covenants and stipulations herein contained as fully and truly as though no such sale or sales ever been made, said sale or sales being more to relieve the incumbrances than to change the ownership of the property & such stipulation being entered into to save the necessity of

of a multiplicity of deeds of settlement; any property or possession subsequently acquired by gift or otherwise and to be operated on by the provisions of this deed and go and descend according to its various specifications; said Smith wishing to be troubled with no more future acquisitions either great or small. a schedule of the personal property and choses is as follows one piano if not already the property of Mary Wrought Smith the same always being intended for and declared by her, one side board, one clock, one sofa, one wardrobe one bureau & glass two large mirrors and one press and book case, one mahogany rocking chair one settee and about 3 doz other chairs 3 mahogany tables & 2 do wash stands & pieces of carpeting old domestic china & silver spoons & 3 head beasts and furniture & 6, 6, embracing ^{interestingly} that which the law secures to debtors without intending it to enhance the consideration of this deed 3 horses about 10 head of ~~hogs~~ cattle about 50 head of hogs & pigs one sulkey 3 carts & 6, 6, 6, sunary plank railing posts & the feed growing and provisions on hand for the support of farm and house the compromise of the suit barn vs Payne, a disputed claim due by Saml Wilson, and so another due by Wm. Perkins three small debts due one by J. Oline, and the other by James Phillips the three last residing in King George out of which to pay Julia C White, Mary A Clinton, & A Clark for this years tuition and small accounts with A Briggs, of Norfolk, Robt Boykin of Stanumond, Robt Whitfield, Daniel, and Mrs Wall of Isle of Wight County. The landed property herein conveyed cost in cash about \$8000 prosperous times though it could not even then be sold for cash (the purchase being made on bond) & on time would not now sell for it and in such times as the present is greatly diminished in value from the fact of liens hanging over it important considerations in estimating the worth of the property settled (of the other part interlined and erasure of

on 3rd line of 8th page made before signing), In witness whereof
the parties to these presents have hereunto set their hands and
affixed their seals the day and year first
above written —

Signed, sealed, & delivered, }
in presence of }

Thomas Smith (seal)
Ann M. Smith (seal)

Isle of Wight County to wit

We M. Womble & C. Morrison

Justices of the peace for the county aforesaid State of
Virginia do hereby certify that Thomas Smith a party to a
certain deed bearing date on the 1st March 1842 thereto
annexed personally appeared before us in our county aforesaid
acknowledged the same to be his act and deed, and desired
us to certify said acknowledgement to the Clerk of the City
& of said City in order that the said deed may be recorded
Given under our hands and seals this 25th day of ~~August~~ March
1842 —

M. Womble (seal)
C. Morrison (seal)

Isle of Wight County to wit.

We Edwin Morrison & M. Womble

Justices of the peace for the City aforesaid State of Virginia do hereby
certify that Ann Mariak Smith the wife of Thomas Smith parties
to a certain deed bearing date on 1st March 1842 thereto annexed
personally appeared before us in our county aforesaid being examined
by us privily and apart from her husband and having the deed
aforesaid fully explained to her she the said Ann Mariak Smith
wife of the said Thomas Smith acknowledged the same to be her
act and deed and declared that she had willingly signed sealed & delivered
the same, & that she wished not to retract it. Given under our hands &
seals this 25th day of March 1842 —

M. Womble (seal)
E. Morrison (seal)

Wth Taggart,

You'll find a letter in that of Mason
for you. Can't you answer the three questions
by the Pacific?

1st What is the assumed return & joint obli-
tion and one of principle security?

2nd When nothing but liability for costs prevents
the acquisition of a mine, would ^{not} a release
restore his competency?

Dr. Geo. H. H. H.
New York.

W. H. H.
13th Sept. 1842

In the clerk's office of Isle of Wight County Court March 26th 1842
 This Indenture was received in the clerk's office with the certificate
 of its acknowledgment before two justices of the peace and the certificate
 of the private examination of James Covert arranged admitted to record

Teste

Wm F Banks, D.C.

Copy

Teste A. S. Youngblood.

John Rogers Taylor
Att'y at Law
North

Smith
 To
 J. Co. Decd
 Smith & Co. for Smith
 of Wight Co.

Perce
 v J. Eadest H.
 Smith

Filed by Plaintiff in to their
 Bill.

Copy of Bill from Smith &
 wife to Court now and in other
 matters. recorded in file of
Wight County.

Circuit Superior Court of Law and Chancery
held for Culpasper County on the 5th day November 1862
William Green in his own right and as administrator
with the will annexed of Martin Blaugeth dec'd Plaintiff
against
William Smith and others Defendants

It appearing to the satisfaction of the Court, that William Coons, administrator de bonis non of Deceased Coons deceased and Simon Banks, two of the defendants in this suit, have departed this life, it is ordered that, that fact be suggested on the records; and by the consent of the plaintiff and Winfield S Coons, administrator de bonis non of the said Deceased Coons deceased, and Simon B. Saunders, administrator with the will annexed of the said Simon Banks, it is further ordered that this cause be revived and proceeded in against the said Winfield S Coons and Simon B. Saunders, as such administrators as aforesaid in place of the said deceased. And it appearing further to the satisfaction of the Court, that Sarah V. Hill another of the defendants hath intermarried with Christopher J. Fisher, it is ordered that fact be suggested on the record and that the cause be proceeded in against the said Christopher J. Fisher and Sarah V. his wife in place of the said Sarah V. Hill alone. And it appearing further to the satisfaction of the Court that more than two months have elapsed as well since the filing of the original and amended bills of the plaintiff, as since the return day of the subpoenas which have been returned executed upon the defendants William Bell Henry J. Tant, Buckley Hard, John Smith Thomas B. Hanbrough, Peter Hanbrough Ambrose P. Hill Richards Payne, Robert E. Lee, Hugh Hamilton Emos Gordon his own right and executor of James Withers Jr. deceased Lewis Porter Bland Dangerfield James A. Beckham Philip Slaughter Sheriff of Culpasper. Norman Horner and Thomas Foster as well

as the aforesaid William Coons administrator de bonis non of William Coons deceased and Linn Banks and all the said defendants and also the aforesaid Winfield S Coons and Linn B Saunders administrators as aforesaid, still failing to appear and answer on the motion of the plaintiff it is ordered that his said original and amended bills be taken for confessed against the said defendants and the said Winfield S Coons and Linn B Saunders administrators as aforesaid; and then upon the cause coming on to be heard upon the said amended and original bills the answers of the defendants William Smith, Thomas Smith, William Percy Thomas B Flint Thomas Hill guardian of Martha A Hill, Sarah V Hill and Edwards B Hill and in his own right, Lewis Josette John Withers and Sarah V Fikes filed before her said intermarriage, the replications of the plaintiff to the said answers severally and respectively and the exhibits filed and being argued by counsels. The Court upon consideration thereof being of opinion that it will promote the interests of all the parties concerned in interest decree a sale of once of the real ~~estate~~ and personal estate of the defendant William Smith in the bills and proceedings mentioned upon the terms hereinafter specified doth adjudge order and decree that the commissioners hereinafter named, or such of them as may act proceed to sell at public auction to the highest bidder the several tracts or parcels of lands and real estate lying in the Counties of Prince William, Fauquier and Culpeper in the said bills and proceedings mentioned upon the premises respectively, on a credit of one, two and three years from the day of sale in equal installments with interest upon each from the day of sale, to be secured by the bonds of the purchaser or purchasers with good personal security and a deed of trust upon the each respective tract or parcel sold, to secure the punctual payment of the purchase money and also the personal estate of the said William in the bills & proceedings mentioned at such places as to them or a majority of them shall seem most convenient, on a credit of twelve months from the day of sale, upon all purchases exceeding two dollars in amount, to be secured by the bonds

of the purchasers respectively with good personal security bearing interest from the day of sale, but with an endorsement thereon that if the principal be punctually paid the interest will be remitted; and for Casks upon all purchases ~~of land~~ that do not exceed the said amount of ten dollars. which sales are directed to be made after advertising the terms places and terms of sale for six weeks successively before the day of sale at the front doors of the Courthouses of the several Counties of the several Counties in which the said lands respectively lie and at one or more public places in the vicinity of the places of the said sales and of the said William Smith's residence and in such other manner as to them or a majority of them. ~~and no person~~ ~~selling~~ shall deem likely to enhance the said sales, ~~and no person~~ the expenses of which shall be allowed out of the funds arising from such sales. And moreover in selling the real estate aforesaid if any part thereof should be rented out to tenants for the year 1843 / possession of such real estate so rented, shall not be given to the purchaser until the end of the year but he shall ~~be entitled~~ be entitled to receive the rents and have the privilege of sending in the fall of the year as is the custom in such cases. and the Court doth appoint John L Green and Ambrose P. Hill of the County of Culpeper and Robert Estlin and William H. Smith of the County of Staunton Commissioners to carry into effect the foregoing part of this decree any two or more of whom may act; and who are directed to report their proceedings in the premises to the Court. and it being suggested that Mrs Elizabeth H. Smith the wife of the said William Smith is entitled to a contingent right of dower in the aforesaid real estate or some part thereof and that she may be willing to unite with the said Commissioners in the conveyances to be executed for the same to the purchasers respectively whereby the prices for the same are likely to be enhanced provided a proper compensation is made to her for so uniting; and there being no opposition from any quarter to the provision hereinafter decreed for that object, the Court doth further adjudge order, and decree, that upon the said Elizabeth

At Smith's undertaking to write and actually writing with the
said Commissioners in such conveyances as aforesaid there
shall be allowed to her out of the proceeds of said sales a just
and further compensation for the interests which she will
surrender by writing in the said conveyances to be afterwards
ascertained by one of the regular Commissioners of the Court
upon the footing of the prices which the said real estate shall
bring at the said sales and upon consideration of the
other data proper in such cases to be regarded; but in
such case the said Commissioners for the sale of the said
real estate are directed to announce in their advertise-
~~ments~~ ^{ments} at the sales respectively, the fact of an arrangement
~~being made~~ whereby the purchasers will obtain a title clear
of the said contingent right of dower. And the Court doth further
adjudge, order and decree that in case such an arrangement be made and
that the said Elizabeth H. Smith shall become a purchaser of any of the
said real estate to her sole and separate use, then the compensation to be
made to her as aforesaid shall be allowed out of the first of the bonds for
her said purchase that may fall due as far as the same will extend. and
the Court not now intending to decide any question in the cause but such
as may be involved in the foregoing part of this decree and what follows
doth ^{further} adjudge, order and decree that it be referred to one of the regular
Commissioners of the Court to take, state, settle, and report, to the Court an
account of all debts now due owing from the said William Smith and
which may in any manner constitute upon the estate real & person-
al or any part thereof herein before decreed to be sold, particularly spec-
ifying the amount ~~that~~ may be due at the date of such report upon each
of the said claims and the relative priorities of the claimants, among
one another, in taking which accounts any of the parties asserting a
claim before the said Commissioner shall submit to be examined in
solemn form on oath before the said Commissioner and to produce before
him on oath any books or papers in his possession or under his control
Touching such claim if thereto required by any other party opposed in
interest. And to give an opportunity for the creditors of the said William
Smith to bring in their claims before the said Commissioner whether

They be parties to this suit or not, the said Commissioner is directed to advertise notice to such claimants to bring in their claims properly authenticated before him for settlement, by publication for eight weeks successively in some newspaper printed in the city of Richmond which shall seem to him most likely to convey notice to the parties interested therein. and the said Commissioner in making his report is directed to state specially any matter which may seem pertinent to himself or which any of the parties may require.

A Copy
Jeste

R. G. Ward

Circuit Superior Court of Law and Chancery
held for Chesapeake County on 9th November 1842

The Same

Plaintiffs,

against

The Same

Defendants

This day came the parties by their Counsel and on the motion of the plaintiffs. The decree entered in this cause on Saturday last is amended as follows that is to say, the Court doth adjudge order and decree that if the Commissioners or such of them as may act who have been appointed to sell the real estate ~~which lies in the County~~ in the bill and proceedings mentioned and referred to upon reviewing that part of the real estate which lies in the County of Sanquhar near the town of Barrington they shall be of opinion that it would enhance the amount of the Sale of said land by dividing the same and selling it in separate convenient lots or parcels they are hereby empowered and directed to divide and sell the same accordingly

A Copy
Jeste

R. G. Ward

Pence
v. S. Inhabit G.

Smith

Filed by Plaintiff with their
Bill -

Copies of same in suit of
Green. vs Smith

Smith
vs
Green
with
their
Bill

Rev Mr Smith

1840

In acct with Geo. Wilson agt for Major Pierce & Co

2^d March 48 The grove property &c \$5000.00
" int on \$2500 one half thereof from 1st Jan'y 1841 to 1st Jan'y 1842 1 yr. } 150.00
" int on \$2500 the bal. of purchase from 1st Jan'y 1841 to 1st Jan'y 1843 2 yrs. } 300.00
for } \$5450.00

By Mr Smith's bonds dated 20th May 1840 &
dau 1st Jan'y 1842 and 1843. } \$1250

" Mr Dele's bonds dated & annas at on \$800

" P D Gordon's as dated & annas at on \$400 } \$5450.00

Rev of Mr Smith's payment in full
of the above purchase of the grove property in bonds
as above specified which said bonds I or my private
& assigns are bound by agreement to take the earliest
and as every legal step to collect.

Wentworth M. Peirce

Wm. H. McPhee

Rec'd 1000 \$ 54.00.00

11 Feb 1841



Peru v S. Indent. F.
Smith

Filed by Plaintiff into
their Book -

Receipt of Wm. H. McPhee
at Peru for Bonds -



J. John James, Clerk of the Circuit Superior Court of Law and Chancery
of Maryland county do hereby certify, that William Bell, being sum-
-moned by his special bail, in three several suits, in which judgments were
obtained against him, in the aforesaid Court, one in the name of, McCintock
vs. Pierce & son of Thomas Smith, one other at the suit of Charles Trappagen -
and one other at the suit of William Tice. was discharged out of
custody, he having complied with the provisions of the Act of the General
Assembly, for the relief of Insolvent Debtors. The three foregoing judgments
were obtained at May Term 1842, and the defendant Wm. Bell was
discharged out of custody on the 9th day of September 1842, The records
of the said Court show that at May Term 1842 of said Court, John M.
Hemdon & others obtained a judgment against Wm. Bell, which remains
unsatisfied - The said Bell summoned no property, & his schedule has not been
sold - Certified this 6th day 1843.

J. J. Chew, C. C.

£400.-

On or before the first day of January in
the year of our Lord eighteen hundred & forty three, I
promise to pay or cause to be paid unto Mr. Smith
his heirs, the just and full sum of four hundred ad-
dars for value received; and to which payment well
and truly to be made, I bind myself, my heirs &
singly by these presents. Witness my hand and seal
This 20th May 1840. —

Teste

William R. Smith Seal

W. H. Smith

Pence

v. S. Exhibits 1.

Smith

E + E

1.

Filed by Plaintiff with
their Bill.

Original Bond of W. Bell.

to Mrs. Smith: due Jan

1. 1843

and

Certificate of Clerk of
Hillsboro County.

This indenture made this 31st day of March 1837. Between William Smith of the one part, Thomas Smith of the second part, & William Bell of the third part; whereas said William Smith is indebted to Henry J. Fant and Berkley Ward on account of sundry executions in their hands as late sheriffs, and to Dellard Coons Sheriff for an execution he has paid to John M. Herndon; to Wm. Rusey for money paid as security on an execution of P. Lightfoot, to Linn Barnes of Madison P to John Smith his overseer, all of which he is willing and desirous to secure and to have first paid. And whereas the said William Smith is indebted to Thomas Smith a large sum of money by bonds bearing date the first day of January 1837, payable on the first day of January 1847 with interest in the mean time, payable (amount of bonds twelve thousand dollars) semi-annually — And whereas the said Thomas Smith is the security & endorser of said William Smith for other large sums of money, but the amount of which is not precisely known — all of which debt said William Smith is willing and desirous to secure & protect said Thomas against danger as security and endorser & which said debt & liabilities, constitute the second & which said Wm Smith desires and directs should be next discharged. And whereas said Wm Smith owes a considerable sum to Mr Green as adm^r of Martin Haughter decd. for which judgments have been rendered & upon which indulgence has been granted to said Smith; And whereas Oswald N. Flint, Thomas Hanstrought, & Peter Hanstrought are bound as securities of said Smith on several accounts against the consequences of which said Smith is anxious to protect them; and which constitutes a third class of liabilities to be paid in that order or as hereinafter specified — And whereas said William Smith is indebted to sundry other persons in various amounts, all of which he is anxious to ^{secure which} constitute the fourth class to be paid as such: And whereas said Smith is bound in law as he is desirous in honor, to pay all his just debts, and is convinced if time be allowed him, judiciously to manage and advantageously to dispose of his property, all his creditors can be paid; but if time be not allowed, that their debts, under the sacrifices that would be made, would be greatly endangered, a result greatly to be deprecated and would be deeply mortifying, as is the necessity which prompts this conveyance — And whereas the said Thomas Smith is fully satisfied, that such would be the result of indulgence & feels keenly the situation of said William whose feelings & honor require that debts denominated the third class should be placed upon high ground, therefore he the said Thomas agrees to give debts of said class precedence of debts of second class, upon the express condition, that their payment shall not be coerced in any manner or way within three years herefrom to be signified to said William or Thomas Smith in writing within six months — Now this indenture witnesseth, that for and in consideration of the premises and of one dollar in hand paid by the said William Bell to the said Wm. Smith, ~~has bargained~~ at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said Wm. Smith, has bargained & sold & by these presents do bargain, sell

& convey all his real & personal estate of whatsoever kind and description, including all debts due said Smith, unto the said Wm. Bell for the trusts and purposes hereinafter mentioned - 1st. To sell or otherwise dispose of, so much of said property, when required by those interested as may be sufficient to pay the debts of the first class - 2nd. To sell and dispose of so much of said property as may be requisite to pay the interest semi-annually falling due on the debt due said Thomas Smith - to pay off any debt, which may be coerced and cannot be delayed to which said Thomas is security - to pay off any of ~~any~~ of the debts of the third class which may have acquired the rights of the first class; to pay the debt now owed to said Thomas, but hereafter payable. 4th. After the discharge of said debts, then to sell & pay off the debts of the fourth class. All sales made must be upon thirty days notice in some paper most convenient to the place of sale. In the mean time said Wm. Smith is to retain possession of the property and debts hereby conveyed and to manage and dispose of the same to the best advantage for the purposes of the trust, until the said trustee shall be required to dispose of the same, said William Smith while acting for the benefit of the trust, shall keep a full & accurate account of all his doings & shall at all times exhibit the same when required. In testimony whereof the parties have hereto set their hands and affixed their seals the day and year above written.

Wm. Smith Seal
Thos. Smith Seal

City of Richmond, to wit:

We Thomas B. Bigger and Simon Cullen justices of the peace in the City aforesaid in the State of Virginia do hereby certify that William Smith & Thomas Smith parties to a certain deed bearing date this day and hereto annexed, personally appeared before us in our City aforesaid & acknowledged the same to be their act and deeds, and desired us to certify the said acknowledgment to the Clerk of the County Court of Culpeper in order that said ^{deed} deed may be recorded. Given under our hands & seals this 31st day of March 1837

Thos. B. Bigger Seal
Simon Cullen Seal

In Culpeper County Court, Clerk's office 3rd day of April 1837

This deed by trust from William Smith to William Bell for the benefit of Thomas Smith and others, having been acknowledged before two Magistrates for the City of Richmond by the said William Smith and Thomas Smith, was this day filed, and admitted to record as to them

Teste
J. T. Lightfoot cc

A copy Teste

J. Manzy cc

Smith

to } Copy done

Base

Peira

v. S. Exhibit D.

Smith

Admitted by Plaintiffs with their
Bill -

Copy of deed of Trust from W²
Smith to H. Bell

On or before the first day of January eight-
teen hundred and forty three, I promise to pay
unto Thos Smith, his heirs &c the first and full sum
of two thousand four hundred dollars on acct and
in part of bond of mine to said Smith secured by
act of trust, which said act if necessary to be enforce-
ed for its payment and to which payment mine
and truly to be made I bind myself, my heirs &c
firmly by these presents. Witness my hand and
seal this twentieth day of May eighteen hundred & forty

Amos A. Smith Seal

ad
W. C. Davis

On or before the first day of January eighteen hundred
and one hundred forty four I promise to pay unto John Smith
his heirs &c the just and full sum of two thousand
and fifty dollars on acct and in part of bond of
mine to said Smith secured by and of Trust, which
said debt if necessary to be enforced for its payment
and to which payment need not truly to be made
I bind myself my heirs &c firmly by these pres-
ents. As witness my hand and seal. This twentieth
day of May eighteen hundred forty.

Wm M. V. V. (Seal)

L. H. Smith



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Percei
v. { Exhibits.
Smith C and C.L.
Filed by Plaintiff on the Thirteenth
Bell -

Original Bonds of Wm. Smith
to Moses Smith delivered to
Plaintiff

Mr Thomas Smith binds

I propose to give to Mr. Mearns Pierce
for the whole of their real estate commonly
called known the sum five thousand dol-
lars payable in one and two years with
interest from first day of Jan'y 1840-
said five thousand dollars to be paid off
in bonds secured by deeds of trust or real
estate, one half with int on the first
day of Jan'y 1842 and the other half
on the first day of Jan'y 1843 with int.
from under my hand and seal this 14th March 1840

of T. Mearns
T. Mearns

I accept the above proposals subject
to the approbation or disapprobation of the
Messrs Pierce by Mrs Margaret Pierce
whom I am agent.

Geo Nelson

Peru

v. J. Inhabit B.

Smith

Rel into Plaintiffs Rule

Original Agreement of Res-
cution for purchase of some
Property