

Sheriff of the County of Bath by Commission from the Governor under the Seal of the Commonwealth dated the 28th day of July last past, is therefore the said Robert Selbyngton shall well and truly collect and receive all officers fees and dues put into his hands to collect and duly account for and pay the same to the Officers to whom such fees are due respectively at such times as are prescribed and limited by law, and shew well and truly execute and due return make of all process and precepts to him directed and pay and satisfy all sums of money and tobacco by him received by virtue of such process, to the person or persons to whom the same are due and their executors administrators or assigns and in all other things shall truly and faithfully execute and perform the said office of Sheriff during the time of his continuance therein than the above obligation to be paid else to remain in full force'

Robert Selbyngton *Sed*
 Jno (Banks) *Sed*
 Joseph May *Sed*
 Thos Kirkend *Sed*

Bath County September Court 1801

The within bond was acknowledged in court by the subscribers names and entered to be Recorded

Teste Charles Cameron Et C.

Articles of agreement made and entered into this twenty third day of April in the year one thousand eight hundred and four Between John Banks Lewis near the Warm Springs in the County of Bath and State of Virginia of the one part and David Cochran of the No^t H Springs in the County and State aforesaid of the other part witnesseth that the said John B. Lewis for and in consideration of the sum of one hundred and thirty Dollars to be paid by the said David Cochran pursuant to the covenant and agreement of the said David Cochran hereinafter mentioned

doth for himself and his heirs covenant and agree with the said David Cochran as follows Viz; that the said John B. Lewis or his heirs executors or administrators shall and will on or before the twenty third day of October in the year one thousand eight hundred and six make out a complete title in fee simple to and by such sufficient conveyances as the said David Cochran or his counsel shall approve convey and agree in proportion to the said David Cochran and his heirs and assigns forever free from all manner of incumbrances one acre of land lying and being in the County of Bath on the Warm Spring Run being a part of a tract of land conveyed by Thomas Lewis of Point Pleasant to Thomas Lynn Lewis Charles Augustus Lewis John Banks Lewis and Elizabeth Sheller Lewis by date reference being thereunto had and more fully appear and wherein the said John B. Lewis now lives, the said one acre of land is to be laid off in the fork of the road, the one of which leads to the No^t H Springs and the other leading by Co^r Charles Camerons mill and to be extended to or near the Warm Spring Run along the No^t H spring road and thence down said Run so as to include a part of said Run and thence up said road leading to Camerons mill for quantity the said lines are to run in such a manner as not interfere with either of the roads aforesaid or leave any land in the point or fork of said roads so that it may be improved upon by any other person or persons whatsoever to the injury of the said David Cochran and it is further agreed by the said John B. Lewis that the said one acre of land as aforesaid shall be laid off and plainly marked at May Court next to be held for the County of Bath or so soon thereafter as it may be convenient to procure a surveyor for that purpose. And the said John B. Lewis doth furthermore agree to give the said David Cochran free privilege of taking timber and stone for the purpose of improving the aforesaid one acre of land.

And it is further more agreed by the said John B Lewis that as he has only an interest of one fourth part in the aforesaid tract or parcel of land on which he now lives and as no division has yet taken place he doth hereby bind himself his heirs executors or administrators to give up his fourth part of the said tract of land to the said David Cochran in order to secure to him the title of the aforesaid one acre of land. That is to say if whenever a division is made, the said one acre of land should not fall to his share and it should be out of his power to make it go to the said David Cochran then the whole of his fourth part before mentioned shall be at the disposal of the said David Cochran or his heirs executors or administrators to sell in order fully to satisfy him for any loss and damages which he shall have sustained after he shall have called upon three respectable and disinterested men to view the situation of the said one acre of land and any appendage which shall belong to it and after they shall give their determination thereon, but if any surplus remain in the hands of the said David Cochran after being satisfied for loss and damages agreeably to the determination above said then he is to return it on the order of the said John B Lewis, And the said David Cochran in consideration of the covenants and agreements herein before contained on the part of the said John B Lewis doth hereby agree for himself his heirs executors and administrators that he will pay unto the said John B Lewis the aforesaid one hundred and thirty dollars in manner and form following. Viz. One bay horse at the sum of one hundred dollars to be delivered on the signing of this agreement fifteen dollars to be paid at May Court next and fifteen dollars to be paid on or before the August Court next to be held for Bath County in full consideration for the absolute purchase of the said one acre of land &

In witness whereof the said John Banks Lewis and David Cochran have hereunto set our hands and affixed our seals the day and year first above written
 John B Lewis *E. Read*
 Signed sealed and Acknow^{ed}g^d
 ledge in presence of us
 Francis Brutchfield *Read*
 Valentine White
 Lewis Acre

Strong interlineation was made in these articles and put out with the pen, and the words "and wherein the said John B Lewis now lives" and the words "to sell" and the word "Agree" and the word "by" were interlined before the signing hereof

I David Cochran do assign over my right title and interest of the within article Agreement unto John Davis, As witness my hand seal this 11th day of Dec^r. 1804
 present
 David Cochran *Read*
 Nat. White

Bath County December Court 1804

This Article of agreement between John Banks Lewis and David Cochran was proved in Court by Francis Brutchfield Valentine White and Lewis Acre, and ordered to be Recorded Teste Charles Carrington C.M.

Bath County Court

This day Thomas May came before me a Justice of the peace for said County and took the Oath of Commissioner of the Revenue for the County aforesaid as is prescribed by Law given under my hand this 23rd day of November 1804

Adam Dickinson

Bath County

This day Moses Mann Esq; Major in the militia of said County took the Oath prescribed by Law given under my hand this 17th of October 1802

John Berry