

At a Circuit Superior Court of law and chancery held for the County of Elizabeth City the 21st day of April 1836.

This cause came on this day to be further heard upon the papers formerly read, and the report of the sale made by the Commissioner pursuant to the order of the 6th of October last to which there is no exception, and was argued by counsel, on consideration whereupon the Court approving the said report doth adjudge order and decree that the same be confirmed.

Commr. Report of Sale of real estate.

In obedience and in conformity to a decree of the Circuit Superior Court of law and chancery held in and for the County of Elizabeth City and pronounced the 6th day of October 1835 appointing John Tabb Sheriff the undersigned, Commr. in a cause then depending between Annistead Booker p^lt. and Elijah Phillips Owner of Wm Annistead and other defendants, to sell as therein directed a certain tract of land therein mentioned which John P. Annistead had subject to a deed of trust to Nathl R. Cary in trust for the benefit of John Cary called Sawyer Swamp, the undersigned commr. after having as auct^d advertised the same, proceeded to sell the same on the 25th day of February and for the want of bidders at the Ct. do exposed the same to the highest bidder for cash at the crop fields in the Town of Hampton in said County when and where Do. W. Annistead became the highest bidder, and purchased for the sum of \$265. from which I have deducted my costs amounting to \$13.25 and costs of drawing a deed \$5. and out of the balance I have paid till A Cary surviving executor of John Cary an^d \$169.46 the amt. due upon a deed of trust mentioned in said decree, having been directed to pay the same by the said Annistead Booker the p^lt. and the balance after deducting \$7.12 taxes due on said land I have paid by \$70.17 to the said Annistead Booker, for the payment of the said several amounts receipts have been taken which are herewith returned, I have furthermore executed a deed for the said land to the purchaser all which is respectfully submitted to this Court.

In: Tabb. Shff & Commr.

Shffs Costs In Elizabeth City
 c^h \$ 43.36
 Shff 3.00
 Commr. 12.42
 Deeds 18.16
 76.94

In Elizabeth City
 c^h 20.17
 Comr. 30.25
 \$107.36

Shffs Costs
 c^h \$ 1.60
 Sawyer 16.66
 18.26

a copy

John

Annistead c^h

Virginia

At a circuit Superior Court of Law and Chancery
for Elizabeth City County continued and held at the
Court house thereof on the 26th day of October 1836

Jones
v
Beer
Record.

Be it remembered that heretofore to wit. at rules held in the
clerk's office of the said Circuit Superior Court of Law and Chancery
for the County of Elizabeth City on May 1834 came Thomas Jones
Richard Gilliam and Sarah his wife, Josiah Thomas and Jane his
wife and Frances Chamberlaine by their Counsel and filed then
and there their Bill against Jane S. Beer, Peter Jones and
Elizabeth his wife, Charles J. Jones and Frances R. his wife, Martha
J. Needham an Infant, Mary W. Needham widow William Needham
Martha Needham, Wesley Phillips and Frances L. his wife, Mary
Needham, Sarah Needham Agnes B. Needham Christopher R.
Needham and Alexander J. Blair Infants In Chancery
which Bill follows in these words to wit.

Bill

To the Judge of the Superior Court of Law and Chancery for the
County of Elizabeth City. Humbly Complaining shew unto
your Honor your petitioners Thomas Jones, Richard Gilliam
Sarah his wife, Josiah Thomas and Jane his wife and Frances
Chamberlaine. That sometime about the year a certain
Christopher of the County of Elizabeth City died intestate leaving
a widow whose name was Jane S. Needham, and one infant
child, whose name was Eliza Frances Needham. That the said
Christopher R. Needham at the time of his death was seized and
possessed of a small tract of land in the said County containing
fourteen and one half acres which had been duly conveyed to him
by a certain William Watts. An official copy of said deed is herewith
filed marked A which your complainants pray may be taken and
conveyed as part of this Bill. That the said Christopher R.
Needham had in his life time purchased and paid for, two other
pieces of land in the said County, one piece containing fifty acres
and the other piece containing twenty five acres, both of which
had been purchased from John S. Wilson and Mary Ann C. his
wife, being the maiden property of said Mary Ann C. and which
had not been conveyed to the said Needham in consequence of the
minority of the said Mary Ann C. That on the 27th August 1818
the said Christopher R. Needham being then dead, the said John S.
Wilson and wife, by deed, conveyed the said two pieces of land to
the said Jane S. Needham the widow, and the said infant
child Eliza Frances Needham in consideration of the said pur-
chase and payment by the said Christopher R. Needham in his
life time, to be held by them in the proportions and interests
which their relationships bore to the said Christopher R. Needham
An official copy of this last deed is herewith filed, which your com-
plainants pray may be taken as part of this Bill, and is marked
B. Now complainants are advised that the said Jane S. the
widow is entitled to her dower only, in the said several pieces
of land, and that her child the said Eliza Frances Needham
was entitled to the whole, subject to the widow's dower. That

The said Jane S. Needham, since the death of the said Christopher R. Needham has intermarried with a certain William Been whom she survived and she is now Jane S. Been. That a few years ago, the said Eliza Frances Needham departed this life under the age of twenty one year, never having been married, leaving no father, or child, or grand father or grand mother, or the paternal side, but leaving uncles and aunts on the part of the father to wit John Needham, Joseph B. Needham your brother Sarah, now the wife of your orator Richd. William, your orator Jane, now the wife of your orator Josiah Thomas and your orator Frances Chamberlaine, which said John Joseph B. Sarah Frances and Jane are the Brothers and sisters of the said Christopher R. Needham. Your Complainants are now advised that the said uncles and aunts or their descendants are entitled to the said several pieces of land as the nearest in blood to the said Eliza Frances Needham and her father Christopher R. Needham from whom she derived the said several pieces of land, and that your Complainants Sarah Frances and Jane are entitled to three fifths of the same subject to the dower of the widow, which three fifths your orator Thomas Jones states he is now entitled to by conveyance from the other Complainants, made since the death of the said child Eliza Frances Needham, which conveyance he will in due time file, and when filed, he prays the same to be taken as part of this bill. The other two fifths your Complainants state belong to the children of John Needham and Joseph B. Needham that Mr. Needham left a widow Elizabeth now the wife of Edward Jones, and daughter Frances R. now the wife of Charles S. Jones, and one other daughter Martha J. Needham, who is now an infant. That Joseph B. Needham left a widow Mary W. Needham and the following children to wit William Needham Martha Needham Frances & the wife of Wesley Phillips, Mary Needham, Sarah Needham, Agnes B. Needham, Christopher R. Needham and Alexander T. Blair only child of Jane Blair and who was Jane Needham, the five last of whom are infants. The said Jane S. Been, now holds the said lands, and has come over ever since the death of her said daughter, and has always refused to deliver up to your Complainants any portion thereof and insists that since the death of her daughter, the said lands belong to her. Your Complainants now seek to have the widow's dower paid off to her, and the residue of the said lands divided in the proportions aforesaid, and an account of the rents and profits thereof, and payment to your Complainants of such portion of the rents, as they may be found entitled to. In tender consideration whereof and for as much as your Complainants are without relief in the premises, save by the aid of a Court of Equity where matters of this kind are properly cognizable. To them and therefore your Complainants pray that the said Jane S. Been Edward Jones & Elizabeth his wife, Charles S. Jones & Frances R. his wife, Martha J. Needham an infant. The said Mary W. Needham widow - William

William Needham, Martha Needham, Wesley Phillips & Francis & his wife - Mary Needham inf. Sarah Needham infant, Agnes B Needham infant, Christopher R. Needham an infant and Alexander T. Blair an inf. may be made parties depts to this bill with apt and proper words to charge them as such that they be compelled on oath to answer the same, and further to say that the said Jane & Becca shall answer & say whether her said daughter was not under age of twenty one year at the time of her death? at what time she died? whether she left any child? whether she left any grand father or grand mother on the paternal side? whether the Brothers and sisters of Christopher R. Needham are not truly set out in this bill? and thereupon that dower may be assigned to the said Jane & in the islands, and the residue divided among those entitled as aforesaid - That an account of the rents and profits of the said dower may be taken, and your complainants decreed their just share thereon, and generally that your complainants may have such other and further relief in the premises as is consistent with equity and good conscience. May it please the Court to grant to your Compts the Comets sh^{ts} and your complainants will ever pray. R.M.C. for p^lto

And with the said Bill the following documents were filed as exhibits to wit -

Exhibits

This Indenture made this 9th day of September 1815 between - William Watts of Elizabeth City County of the one part and Christopher R. Needham of the other part witnesseth that for and in consideration of the sum of one hundred and eight dollars seventy five cents, the said Watts as aforesaid has granted, bargained sold aliened and enfeoffed and confirmed and by these presents doth grant bargain sell alien enfeoff and confirm unto the said Christopher R. Needham fourteen acres and an half of land it being a part of the one hundred acres of land which I purchased of Samuel Watts Sheriff into whose hands the unadministered part of the estate of said Samuel was committed by order of Court, which said land lies in the County aforesaid and is bounded by the land of Christopher R. Needham on the north East by the new Back River Road, West by the old Back River road and the plantation known by the name of Francis's all of which boundaries will appear more fully by reference to the plat of said land bearing date the 29th of July 1815. taken by the County Surveyor To have and to hold the said fourteen and half acres of land with all and singular its appurtenances to him the said Christopher R. Needham and his heirs forever. In testimony whereof the said William Watts have hereunto set his hand and seal the day and year aforesaid.

William Watts 

Signed Sealed & delivered in presence of -
Saml. Watty. Esq. Notary
Whiting Notary

Received of Christopher R. Needham one hundred and eight dollars and twenty five cents for the within consideration
 attest J. W. Watto William Watto

At a Court held for the County of Elizabeth City the 28th of September 1815.

This deed was proved by the oath of J. W. Watto and George Latimer and the receipt endorsed by J. W. Watto, and at another Court held for said County the 28th day of December in the same year further proved by the oath of Whiting Latimer and ordered to be recorded

Teste W. W. Watto

a copy Teste W. W. Watto

Whereas John S. Wilson by writing agreement entered into in 1814 with certain Christopher R. Needham of the County of Elizabeth City bound himself upon the payment of eight hundred dollars at that time by said Needham to said Wilson to make to said Needham a good and lawful right in fee to two parcels of land lying on Back River in the County aforesaid which said Wilson held in right of his wife Mary Ann Le then a minor and whereas the said Needham before the arrival at age of said Mary Ann Le departed this life intestate leaving a widow Jane S. Needham and one child Eliza Frances Now for the purpose of carrying into effect the said contract as far as circumstances permit This Indenture made this 27th of August 1818 between the said John S. Wilson and Mary Ann Le his wife of the one part and the said Jane S. and Eliza Frances of the other part Witnesseth that for and in consideration of the sum of eight hundred dollars to them paid by Christopher R. Needham in his life time have granted bargain and sold unto the said Jane S. and Eliza Frances Needham and by these presents do grant bargain and sell unto the said Jane S. and Eliza Frances two parcels of land lying on Back River in the County of Elizabeth City one containing fifty acres bounded North by Wm B. Cooper's land, East by said Needham's land, South by said Needham and Vance's land, and west by Back River the other parcel containing twenty five acres of good land bounded West and North by William B. Cooper's land and East and South by Samuel Seale's land To have and to hold the lands with their appurtenances to them the said Jane S. (widow) and Eliza Frances (child) of said Christopher R. Needham to them and their heirs forever in the proportions and interest which their relationship bears to the aforesaid Christopher R. Needham, and the said Wilson and wife the title of them the said Jane S. and Eliza Frances against all persons hereby warrant and defend. Signed Sealed and delivered in the presence of the day and date above written

John S. Wilson

Mary Ann Le Wilson

J. W. Watto

Wm Jennings

J. W. Watto Jr.

Elizabeth City County to wit

We J. W. Watto and William Jennings Justices of the

peace for the amily aforesaid ~~and testify~~ that Mary Ann & Wilson wife of John S. Wilson parties to a certain deed of conveyance of real estate to Jane S. Needham (widow), and Eliza Frances, child of Christopher R. Needham bearing date the 27 day of August 1818 and hereto annexed personally appeared before us in our court aforesaid and being examined by us privately and apart her husband and having the said aforesaid fully explained to her the said Mary Ann & Wilson acknowledged the same to be her act and deed and declared that she willingly signed sealed and acknowledged the same and that she wished not to retract it Given under our hands and seals this 28th day of August 1818

Saml Watts

Mr Lemmings

Elizabeth City County, Clerk's office Aug 28th 1818

In^d S. Wilson party to the foregoing Indenture this day appeared in my office and acknowledged the same to be her act and deed which together with the certificate of the jury examination of Mary Ann & Wilson her wife thereto annexed is recorded.

Ink. Wm. Minnister old

a copy with N. R. Leary Clerk

This Indenture made and entered into this nineteenth day of December in the year of our Lord 1831 between Rich^d Gilliam and Sarah his wife, Joseph Thomas and Jane his wife and Frances & Chamberlaine of the one part and Thomas Jones of the town of Hampton in the County of Elizabeth City of the other part Witnesseth that for and in consideration of the natural love and affection which the said Richard Gilliam and Sarah his wife have and bear for the said Thomas Jones, son of the said Sarah Gilliam and the natural love and affection which the said Joseph Thomas and Jane his wife and Frances & Chamberlaine have and bear to the said Thomas Jones nephew of the said Jane and Frances & as well as for the further consideration of fifty dollars lawful money of Virginia to them in hand paid by the said Thomas Jones, at and before the sealing and delivery of these presents the receipt whereof they do hereby acknowledge have given granted sold and confirmed, and by these presents do give grant sell and confirm unto the said Thomas Jones his heirs and assigns forever all their right title interest, property claim and demand of in or to two certain pieces or parcels of land lying and being in the County of Elizabeth City and on Back River, one containing fifty acres and the other twenty five acres, being the same two parcels or tracts of land sold and conveyed by In^d S. Wilson and Mary Ann his wife to Jane S. Needham, widow, and child of Christopher R. Needham and to Eliza Frances child of said Christopher R. Needham by their act and deed the 27 of August 1818 and formed as described in said deed which is of record in the Clerk's office of Elizabeth City County, also all their right title and interest in and to another piece or parcel of land lying and being in the County of Elizabeth City containing fourteen acres being the same land sold and conveyed by William Watts to Christopher R. Needham by his act and deed the 9th day of September 1815 and duly recorded in the Court of Elizabeth

an half

City County and bounded as aforesaid in said deed and to which said deed reference is made for greater certainty, together with their right title and interest in and to any and all other tracts pieces or parcels of land of which the said Christopher R. Needham did say and possessed together with the appurtenances to the said several tracts or parcels of land belonging or appertaining to have and to hold all these the said Richard Gulliam and Sarah his wife Josiah Thomas and Jane his wife and Frances & Chamberlaine right title and interest in and to the said several pieces parcels or tracts of land situate as aforesaid with their appurtenances to the said Thomas Jones his heirs and assigns to the only proper use and behoof of him the said Thomas Jones his heirs and assigns for ever and the said Richard Gulliam and Sarah his wife Josiah Thomas and Jane his wife and Frances & Chamberlaine for themselves and their heirs do covenant and agree to and with the said Tho. Jones his heirs and assigns that they and their heirs their right title and interest in and to the said several pieces or parcels of land with their appurtenances unto him the said Tho. Jones his heirs and assigns against the claim of the said Rich^d Gulliam and Sarah his wife Josiah Thomas and Jane his wife and Frances & Chamberlaine and their heirs forever. In witness whereof they have hereunto signed their names and affixed their seals on the day and in the year first in this indenture written

Signed sealed delivered

in presence

Geo. Becker

Geo. W. Jarves

John Jones

Sarah Gulliam

Josiah Thomas

Jane Thomas

F. & Chamberlaine

Elizabeth City County to wit

We William Hope and Geo. Becker Justices of the peace in the County aforesaid in the State of Virginia do hereby certify that Sarah the wife of Rich^d Gulliam parties to a certain deed bearing date on the 19th day of December 1831 and hereunto annexed personally appeared before us in our County aforesaid and being by us examined privately and apart from her husband and having the said aforesaid fully explained to her she the said Sarah acknowledged the same to be her act and deed and she claims that she had willingly signed sealed and delivered the same and that she would not retract it. Given under our hands and seals this 14th day of December 1831.

Wm. Hope J.P.

Geo. Becker J.P.

Norfolk County to wit

We Arthur Summerson and John Nash Justices of the peace in the County aforesaid in the State of Virginia do hereby certify that Jane the wife of Josiah Thomas parties to a certain deed bearing date on the 19th day of December 1831 and hereunto annexed personally appeared before us in our County aforesaid and being examined by us privately and apart from her husband and having the said aforesaid fully explained to

to her. She then said some acknowledg^{ing} the same to be her act and
and declared that she has willingly signed sealed and delivered
the same and that she wished not to retract it. Given under our
hand and seals this 21st day of December 1831.

Arthur Emerson (2)

John A. Cook

Norfolk County Tourist

We Saml. Watts and John Nash Justice of the peace in the County of Frederick in the State of Virginia do hereby certify that Wm. A. Thomas a party to a certain deed bearing date on the 29th day of December 1881 and herewith annexed, personally appeared before us in our County aforesaid, and acknowledged the same to be his act and deed and desired us to certify the said acknowledgment to the clerk of the County Court of Elizabeth City in order that the said deed may be recorded. Given under our hands and seals this day of

Sam W. L. G. P. 1893

John Nash 19. Feb

In Elizabeth City County, Clerk's Office

14th January 1832

This Indenture was certified by Justices of the peace of the Counties
of Norfolk and Elizabeth City as to Josiah Thomas and wife and Sarah
William

2nd. *M. humilis* cth

at rules held in the clerk's office of the said Circuit Superior Court of law and Chancery for the County of Elizabeth City on the seventh of August 1834 the defendant Bean filed her answer to the Complainant's bill which is the words and figures following to wit

Answer

The answer of Jane S Bean to the Bill of Complaint exhibited against her and others in the Superior Court of Law and Chancery for the County of Elizabeth City by Thomas Ames & others. This defend-
ant now and at all times hereafter saving and reserving to her-
self all manner of benefit and advantage of exception to the
errors and insufficiencies in the Complaints said Bill contains
for answer thereto, or to so much thereof as this Def^t is advised
is material for her to make answer unto, she answers and
says that being a female she has not had the opportunities afford-
ed her of being so intimately acquainted with the matters charged
in the Bill as otherwise she might have been. But without
distinctly admitting or denying the charges therein contained
she hath understood that her former husband Christopher R.
Needham had purchased and was in possession of the 14 1/2 acres
from Watts which was conveyed by deed. And further that
her said husband Christopher Needham was also on a bar-
gain and probably had bargained with Wilson & his wife Mary Ann
for the two other pieces of land in the tree named for the sum of
eight hundred dollars which land was the sudden property of
the said Mary Ann & this Def^t believes that a deed would have
been executed to the said Christopher Needham for the same but
for the reason that the said Mary Ann was under the age of
21. This defend^t believes that the said Wilson to secure her
said husband from any injury or loss which might accrue to
him in case the said Mary Ann should be under age &
no deed be executed to him entered into a deed of trust de-

securing certain negroes to ~~him~~ and Needham, a copy, which is
 here filed as an exhibit, or into some contract, with her said husband,
 by which if a deed from said Wilson and wife was not executed
 (when the said wife (Mary Ann) arrived at the age of 21 or as soon
 after as might be) to the said Christopher Needham or that the
 said Mary Ann and before she was 21 & in any event that might
 happen so that a deed was not executed for the two tracts of land
 aforesaid to the said Christopher Needham, then & in that case
 the said Wilson was to repay the purchase money to the said
 Christopher Needham or far as he the said Wilson had received it
 from said Needham & in all events to save the said Christopher
 Needham harmless for his purchase aforesaid. This defendant
 relies upon the deed in this Bill named to herself and her said daug-
 hter, Eliza as giving them a complete title to the said two pieces of
 land from Wilson and wife and consequently against all the world.
 And altho her daughter died under ^{the} age of 21 without issue never hav-
 ing been married, leaving no father, grandfather, or grandmother
 on the paternal side, yet her title to the said two pieces of land
 being derived to her by the deed from Wilson & wife & not from her
 father the said Christopher Needham, the complainants cannot see
 that ground be entitled. This def^t begs leave further to observe
 that if the complainants are seeking redress in consequence of
 Wilson & wife not having executed a deed to the said Christopher
 Needham as probably they were bound to do, they ought to look to
 Wilson and not to this defend^t whose title she believes to be per-
 fectly fair at least as well as in equity and founded on a just
 moral and equitable consideration. This def^t is also advised that
 if she is not entitled by the decease of her said daughter Eliza to
 her proportion of the said two pieces of land by survivorship, yet
 she is advised that "when any person having title to any real
 estate of inheritance shall die intestate as to such estate
 it shall ascend & pass in parcenary to his kindred ⁱⁿ the fol-
 lowing order, 1st to his children, or their descendants if any there be,
 2^d if there be no children, nor their descendants, then to his father,
 3^d if there be no father, then to his mother, brothers & sisters &c."
 Now this def^t is advised that under this act she is entitled and that
 the age of the person from whom the estate descends cannot change
 the rule ^{only} in the case of an infant receiving title from the fa-
 ther or mother, which is not the case here, except as to the land
 purchased from Watts. This def^t further saith that it has
 not been her fault that Bowser has not been assigned her, as she
 has never been consulted upon the subject, and whether she is
 entitled to the land from Wilson wife or otherwise, she does
 not imagine that it could so far affect her rights as to sub-
 ject her to an act of rents and profits, because until Bowser is
 assigned, she is advised that she cannot be chargeable with any
 rents, particularly as the mansion house is situate on the
 land obtained from Wilson wife where she has generally re-
 sided from the death of her first husband Christopher Needham.

as to the lands from Watts & accords was setting up my claim other than Haver, and again repeats that she certainly never would have objected to Haver in that from the death of her husband (Meddham), and that she ought to have any act of debts charged against her on that act. This Leg^d admits that her daughter Eliza Meddham and under the age of 21 years and on the 26th day of April 1829 that she left no child Grandfather or Grandmother in the paternal side. This defendant cannot certainly say but believes that the brothers and sisters of Christopher Meddham are truly set forth in the Bill. She has no objection to Haver in the land to^t from Watts named in the Bill insists upon the title to the land from Wilson wife and prays the consideration of the Court as to any act of debts and profits for the reasons before named. This Leg^d therefore calls upon the complainants for proof of all ^{and every} matter & allegation in their Bill not distinctly admitted & this Leg^d believing that she has sufficiently answered all the matters and charges material for her to answer, prays leave to be dismissed with her reasonable costs. I am S. Dean

Elizabeth City to wit

The above answer was sworn to by James S. Dean who name is above subscribed before me the undersigned a Justice of the peace for the County of Elizabeth City this 2^d day of August in the year 1834

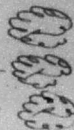
James S. Dean

and with the said answer the following document was filed as an exhibit to wit

^{exhibit}
This Indenture made this 3^d day of January in the year of our Lord one thousand eight hundred and fourteen between John S. Wilson of the County of Baltimore and Christopher R. Meddham of the County of Elizabeth City of the one part Wilkespoth that whereas the said Wilson stand indebted to the aforesaid Meddham in the sum of twelve hundred dollars by bond bearing date the same day and year with this Indenture to which bond particular reference is here made for the considerations of payment &c and being anxious to secure the payment of said sum or so much as to, his performance of the conditions annexed to the aforesaid bond may become due, hath granted bargained and sold and by these presents doth grant bargain and sell unto Rich^d B. Servant Trustee mutually chosen by the aforesaid Wilson and Meddham the following slaves to wit More Jim Book and Mary & her children To have and to hold the said slaves and their increase to him the said Servant and his heirs forever upon Trust nevertheless that should the said Wilson fail to perform the conditions in the bond above mentioned whereby the aforesaid sum of twelve hundred dollars or any part thereof shall become due it shall be lawful for the aforesaid Servant or for days previous notice being given to sell such portion of the above named slaves as will discharge such debt and the costs attending the execution of this trust. The sale of the said slaves to be for ready money - In testimony whereof

whereof the parties to these presents have heretofore affixed their
 seals and set their hands
 signed sealed and delivered
 in presence of
 Brajme W. Poyer
 Saml. Watts
 Geo. Herbert

John S. Wilson
 Rich^d. B. Servant
 & R. Needham



At a Court held for the County of Elizabeth City the 24th day of March 1834
 This Indenture was proved by the oaths of Brajme W. Poyer Saml.
 Watts and John Herbert witnesses thereto and ordered to be recorded

John S. Wilson et al

At Rules held in the clerks office of the said Circuit Superior Court of Law
 and Chancery for the County aforesaid on the month of April 1835
 The defendants Phillips wife and the infant defendants Martha
 J. Needham, Mary Needham, Sarah Needham Agnes Needham, Christopher
 H. Needham and Alexander J. Blair filed their answers to the Complain-
 t Bill which are in the words and figures following to wit:

Answer of Phillips and wife

The answer of Wesley Phillips wife to a Bill of Complaint exhibited
 against them and others in the Superior Court of Law and Chancery
 for the County of Elizabeth City by Thomas Jones & others

These respondents now and at all times hereafter saving and
 reserving all just exceptions to the said bill, say they admit all
 the material facts stated in the bill to be true, and they are
 willing a decree may be made to divide the said lands
 according to the rights of the parties and having answered they
 pray to be dismissed with costs &c without that &c

Answer of Inf^t Defendants

The answer of Martha J. Needham, inf^t child of Geo. Needham
 and Mary Needham, Sarah Needham Agnes Needham Chris-
 H. Needham and Alexander J. Blair heirs of Joseph B. Needham
 and by Mary Needham their guardian & others to a bill of
 Complaint exhibited against them & others in the Superior Court of
 Law and Chancery for the County of Elizabeth City by Thos. Jones
 & others

These respondents now at all times hereafter
 saving and reserving all just exceptions to the said bill, say
 that they admit all the material statements of the bill to be
 true, and are content that a decree may be made to divide
 the lands in the bill mentioned, according to the rights of the
 parties, and having answered they pray to be hence dismiss-
 ed with costs &c without that &c

At a Circuit Superior Court of Law and Chancery held for the
 County of Elizabeth City at the Court house thereon the 27th day
 of April 1835

It is suggested that the defendant Jane J. Bean since the in-
 stitution of this suit has intermarried with Geo. Asmus who
 by consent is admitted as a defendant in this suit, and this suit
 abates as to Edward Jones by his death, and it appearing that
 the Subpoena awarded in this cause has been returned only ex-

written & all filed more than four months on the defendants, Eliza Jones, Charles J. Jones & Frances K. his wife, Mary W. Needham Will Bain Needham, & Martha Needham and they still failing to file their answers, on motion of the p^l their bill is taken for confessed as to those parts, and thereupon this cause in which Mary W. Needham is appointed guardian ad litem to the infant & caps came on this day to be heard on the bill & exhibits filed, the answers of the other defend^t, and was argued by counsel, on consideration whereof the Court doth adjudge order and decree that Will & Mary, George Barker & Noble Whiting be and they are hereby appointed commissioners, any two of whom may act who are directed to divide the lands in the bill mentioned to which Christopher R. Needham was entitled at the time of his death in the following manner - one third in value to the said Annister wife as the wife's dower in the real estate of her former husband Christopher R. Needham - that they divide the remaining two thirds into five parts, in value, and that they allot to Joseph & William & Sarah his wife, one part in right of his said wife Sarah, to Josiah Thomas and Jane his wife one other third part in right of his said wife Jane, to Frances Chamberlaine one other part, to Elizabeth Jones, widow Charles J. Jones & Frances K. his wife, and Martha J. Needham one other part, to be possessed by them as the widow and heirs of John Needham and, and to Mary W. Needham widow, William Needham, Martha Needham, Wesley Phillips & Frances his wife, Mary Needham, Sarah Needham, Agnes Needham Christopher K. Needham & Alexander T. Blair the remaining fifth of said two thirds to be held by them as the widow and heirs of Joseph B. Needham and - in making which division they may take with them the surveyor of this County, for the purpose of laying off the lines, if they shall think it necessary, and the sheriff of the County, if required, is to attend the said commissioners on the division aforesaid, to remove force, if any should be offered. And the Court doth further adjudge order and decree that the commissioners of this Court ascertain and report to this Court the relative situation of the several pieces of land in the bill mentioned, designating the part or portion which was attached to, or belonged to the residence and mansion house of Christopher R. Needham at the time of his death, and if any part of the said lands were not attached to the residence and mansion aforesaid, then the Court is further to enquire and report the annual value of such parts or portions not so attached, since the death of said Eliza Frances Needham & if any rents have been received for any of the said lands the Court is to report by whom received, and how much and when, any other matter which he may deem pertinent, or which may be required by the parties to be so stated -

Jones & Chancery

Dean

In audience for cause of the Circuit Superior Court of Law and Chancery for Elizabeth City County in this case, a copy of which came with the Commission notice, and the affiant gave in there enclosed is herewith returned. The Commissioner issued his notice in this case on the 24th June 1835 for the parties to attend him on the 17th of August following, and the said Jane S. Dean having intimated with John Armistead, he was duly notified as appears by the affidavit above mentioned. On the day appointed none of the parties attended but the said John Armistead and the Commissioner proceeded upon the evidence filed in the cause, to carry into effect the said cause, viz. to ascertain the relation situation of the land in the bill mentioned, and to designate the part or portion which was attached to the residence and mansion of Christopher R. Needham at the time of his death. Reports that the fifty acres of land conveyed by Mr. S. Wilson and wife to Jane S. Needham, widow and Eliza Frances, daughter of the said Christopher R. Needham on the 27th of August 1818 under an agreement entered into between the said Needham in his life time and the said Wilson, and Bernard as set forth in said deed, and the fourteen acres conveyed by William Watts to said Needham on the 9th September 1815 and Bernard as set forth in said deed, being adjoining and contiguous, constitute the portion of land attached to the mansion and residence of said Needham at the time of his death. and that the twenty five acres conveyed by Mr. S. Wilson & wife to Jane S. Needham, widow, and Eliza Frances daughter of said Christopher R. Needham by the deed above mentioned, and on which the said fifty acres were also conveyed, are not attached to the residence and mansion aforesaid, as appears from the boundaries set forth in said deed. The said twenty five acres being wood land and as appears to the Commissioner of very indifferent quality, having no rail timber and very little fire wood upon it, is considered to be of no annual value, nor does it appear that any rent has been received for it - all of which is most respectfully submitted

J. Armistead Commr.

Hampton Commr. office
August. 29th 1835. E.

At a Circuit Superior Court of Law and Chancery for the County of Elizabeth City, held at the Court house thereof on the 22nd day of April 1836.

On the motion of the plt^s and for reasons appearing to the Court, it is ordered that the report of Commr. Armistead be re-committed to him with directions to enquire and report, whether in point of fact, any actual rents have been received, by whom, and how much for any of the lands in the bill mentioned

A statement of the actual rent received for the lands belonging to the estate of Christopher R. Needham dec'd by Jane S. Armistead late Jane S. Bean, and formerly Jane S. Needham widow and relict of s^d Christopher R. Needham dec'd

John Armistead and Jane S. his wife
In account with the estate of Christopher R. Needham

1833	To paid Sheriff for taxes on Needham's land	\$	\$	71
	By this sum rec ^d of Matthew Watts for rent of said land this year	\$	40 00	
1834	To paid Sheriff taxes on land			71
	By this sum rec ^d of Matthew Watts for rent		40 00	
1835	To paid Sheriff taxes on s ^d land			71
	By this sum rec ^d of M. Watts for rent		40 00	
B	To this sum expended in necessary repairs of the house and for rails to enclose the land, there being no rail timber on the land, as appears from the statement of Samuel Watts sworn before the Commr.			57. 50
	To this sum to balance			66 37
		\$120 00	\$120. 00	

To this sum being the actual am^t of rent now in the hands of Armistead and wife \$ 66 37 —

Joni

Bean &

Commissioners office 19th July 1836.

The Commissioner gave his notice to the parties in this cause on the 30th of May 1836 to attend him at his office on the 12th of July following, and the accompanying paper marked A well shew that the said Jane S. Bean now Jane S. Armistead was duly notified, as also several of the p^{ts} — on the day fixed, John Armistead the present husband of the said Jane S. Bean and Thos. Jones one of the p^{ts} attended — The said Armistead admitted that his wife the said Jane S. Bean had received forty dollars per annum for rent of the land in the late mentioned for the years 1833, '34, '35 and furnished the Commr. with a statement of monies expended by her during the same period, for repairs of the house and fencing on said land, supported by the oath of Sam^l Watts, and also furnished sundry receipts for taxes paid on the land by himself & wife during the same time, and on the application of the p^{ts} Jones the case was continued till the 19th July for further evidence. On the day last named the parties aforesaid again attended and the p^{ts} Jones having no further evidence to offer, the Commr. proceeded to make up the annexed account B which shew a balance of rent of \$ 66. 37 now remaining in the hands of said Armistead and wife. It is admitted by the parties that the infant Eliza F. Needham under whom the p^{ts} claim the land, and on the 26th April 1829 that the said Jane S. Armistead, then Jane S. Bean, and formerly Jane S. Needham widow of Christopher R. Needham dec'd and mother of the said infant, continued to reside on the said land till the fall of the year 1832. When upon the death of Bean her husband she removed off, since which

115. time, to wait for the year 1833. '84 & '35 the land has been sent out for the sum above mentioned.

And at a Circuit Superior Court of Law and Chancery for the County of Elizabeth City continued and held at the Court house thereof on the 26th day of October 1836.

This Cause came on this day to be again heard on the papers formerly read, together with the report of the Commissioner made pursuant to the order for account heretofore made, to which no exception hath been taken, and was argued by Counsel, on consideration whereof the Court confirming the said report doth adjudge order and decree that the said Commissioner do pay to the plaintiffs \$26.50 with interest from 1st January 1836 till paid, that being the proportion of rents in the Commissioner's report to which they are entitled, and the Court doth further adjudge order and decree that the same defendants pay to the plaintiffs their costs about this suit open and

W^m C. C.

clerk	\$8.68
do making up	6 63
record	
sheriff	3 90
Cost for notice	4 00
Counsel	8 50
Law.	16.66
tax.	75

\$49.12

a copy sent W^m Hunslead clk

Virginia At a Circuit Superior Court of Law and Chancery for Elizabeth City County continued and held at the Court house thereof on the 21st day of April 1838.

Parsons &

Lively &

Record

Be it remembered that heretofore to wit: at rules held in the Clerk's office of the said Circuit Superior Court of Law and Chancery for the County of Elizabeth City, in May 1833 came William Rinnard and administrator of William D. Stratton deceased. Sarah E. Parsons, Margaret Parsons, Ann R. Custis Ann Rinnard and Sally Rinnard the said Ann & Sally Rinnard being infants and heirs at law of William D. Stratton and who was deceased of Eliza Stratton and who was one by William Rinnard their next friend, by their Counsel, and filed then and there their Bill against John Le Puyor administrator of Robert Lively and Frances French Pascoe & John Ann Maria Lively, Amelia Lively, Indiana Lively and Florida Lively the said Frances, Pascoe & Ann Maria, Amelia, Indiana and Florida being the heirs at law of said Robert Lively, Amelia Lively widow of said Robert Lively, John W. Jones and Alexander W. Jones, in Chancery which bill follows in these words to wit:

Bill

To the Honorable Judge of the Superior Court of Law and Chancery for the County of Elizabeth City, humbly complaining, sheweth unto your Honor your petitioner William Rinnard as administrator of William D. Stratton and your co-petitors Sally E. Parsons, Margaret Parsons, Ann R. Custis Ann Rinnard & Sarah Rinnard, the said Ann and Sarah Rinnard being infants and heirs at law of William D. Stratton and who was deceased of Eliza Parsons and who was one by William Rinnard their father and next friend, that your co-petitors Sally, Margaret and Ann, and the said Eliza in the life time of the said Eliza being seized and possessed of 1/4 of a tract of land, in said County, situated on Back River, by their power of attorney dated the day of December 1815 authorized and

improved a certain tract of land to the same as will appear by reference to a copy of said power of attorney herewith filed marked (1) and prayed to be taken as part of this bill. Your orator's exhibits show that by virtue of said power of attorney the said Geo. D. Wise sold the said tract of land containing 333 acres more or less for the gross sum of \$2664 to a certain Robert Dively now deceased, all which will appear by reference to a copy of said deed herewith filed and prayed to be taken as a part of this bill, the said copy is marked (2) and dated the 3^d of May 1817. Your orator's exhibits further show unto your Honor that the said Robert Dively, with the view of securing \$1998 part of the said purchase money, executed a deed of mortgage on the said 1/5th of the said tract of land on the said 3^d of May 1817, in which deed the said Dively consented to pay the sum of \$666 on the 3^d of May 1818, and the further sum of \$666 on the 3^d of May 1819, & the further sum of \$666 on the 3^d of May 1820, which will appear at large by referring to a copy of said mortgage and herewith filed and prayed to be taken as a part of this bill and marked (3). Your orator's exhibits expressly charge that the whole of the last installment of \$666, with interest thereon from 3^d May 1819 and a considerable part of the installment due on the 3^d May 1819 is still due to them, that in consequence of the inconvenience of carrying the chequer book, and owing to the fact that the money was due to females, your orator's have never been able to have a final settlement of the said demand. Your orator's exhibits further show that although the said deed of mortgage was duly recorded in the clerk's office of this City and County on the 3^d May 1817 yet a certain John W. Jones of said County obtained from the said Ro. Dively a deed of trust on a tract of land of 365 acres, which tract contains the whole land conveyed to your orator's on the 3^d of May 1817, for the purpose of securing to the said Mr. Jones the sum of \$1600; in the said deed of trust a certain Alexander W. Jones is made trustee, all which will be more fully seen by referring to a copy of said deed of trust which is dated on the 26 day of October 1827 herewith filed marked (4) and prayed to be taken as part of this bill. Your orator's exhibits further show that the said Elizabeth Parsons is dead and that by will she devised her interest in this mortgage to the said Wm. D. Stratton who died intestate in the year 1832 leaving the plaintiffs Ann & Sarah Kinnard his only heirs at law, and your orator within Kinnard has qualified as the administrator of the said Wm. D. Stratton and. Your orator's exhibits further show unto your Honor that the said Robert Dively has departed this life intestate, and that a certain John C. Poyer is his administrator - at his death the said Ro. Dively left Amelia Dively his widow, and the following children to wit: Frances French, Pascoe Dively, Ann Maria Dively, Amelia Dively, Indiana Dively and Florida Dively - For as much as your orator's are without remedy in the premises except in a court of equity they therefore humbly pray that your Honor will cause an account to be taken to ascertain the true amount due to them on the said mortgage, and that your Honor will direct the premises mentioned in the said deed of mortgage to be sold for the purpose of satisfying and paying the amount that may be found due to your orator's.

Your orator's further pray that the said John C. Poyer as administrator of said Ro. Dively, Amelia Dively, Frances French, Pascoe Dively, Ann Maria Dively, Indiana & Florida Dively, John W. Jones and Alex. W. Jones may be made defendants to this bill of complaint and that they be made to answer the same on oath; May it please your Honor to cause the Court's writ of subpoena to issue against the above named defendants.

Exhibits

Benjamin H. Parsons
Asa L. Parsons
Ann K. Parsons
Ella Parsons
Margaret Parsons

В. П. Песенко

Northampton County Court

Jacob G. Parker

John Addison

Calcutta, 19th Nov

with M. mistle cbe

a copy sent B.M. Calcutt Dpty for M. Minis and c/c

(B:2) This indent made this third day of May in the year of our said one thousand eight hundred and seven between Henry D. Wise attorney for and in behalf of Sally C. Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons of the County of Accomack and State of Virginia of the one part and Robert Dively of the County of Elizabeth City and State of Maryland of the other part Witnesseth that the said Henry D. Wise attorney as aforesaid for and in consideration of the sum of two thousand six hundred and only four dollars lawful money of the United States to him in hand paid by the said Robert Dively at and before the making and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Robert Dively his heirs and assigns forever four undivided fifth parts of a certain tract or parcel of land situate lying and being in the said County of Elizabeth City and State aforesaid it being the land formerly belonging to Thomas Parsons late of the County of Northampton and by him devised to the aforementioned Sally C. Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons and bequeathed as follows to-wit:-

The same containing three hundred and thirty three acres be the same more or less with the reversion and reversions, remainders and remainders, rents issues and profits and all and singular the rights, members, privileges and appurtenances thereto belonging or in any way appertaining and all the estate right and interest of them the said Sally C. Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons of in or to the premises aforesaid with the appurtenances or in or to any part or parcel thereof. To have and to hold the premises aforesaid with the appurtenances unto him the said Robert Dively and his heirs and assigns forever. And to and for no other use intent or purpose but the proper use benefit and behoof of him the said Robert Dively and the said Sally C. Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons by their said attorney as aforesaid, do hereby Covenant, promise grant and agree to and with the said Robert Dively that at the time of the making and delivery of these presents they the said Sally C. Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons are seized in the premises aforesaid with the appurtenances of a good sure, absolute and unconditional estate in fee simple and have good right power and authority to sell and convey the same to him the said Robert Dively and his heirs and assigns forever, and the said Sally C. Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons for themselves their heirs, executors and administrators by their said attorney do hereby further Covenant, promise and agree that the said Robert Dively and his heirs and assigns shall and may henceforth forever have, hold, possess, occupy and enjoy the premises aforesaid with the appurtenances free from the lawful debt, hindrance or molestation of all and every person or persons what soever and against the lawful claim demand or exaction of all and every person or persons whatsoever claiming by, from thro' or under them, will warrant and forever defend. In testimony whereof the said Henry D. Wise attorney for and in behalf of the said Sally C. Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons has here unto set his hand and affixed his seal the day and year first above written.

Signed sealed & delivered

in presence of

Henry D. Wise

The words "for themselves their heirs executors and administrators" between the twelfth and thirteenth lines from the bottom, interlined before signing. The words "and his heirs and assigns" between the eleventh and twelfth lines from the bottom interlined before signing.

Elizabeth City, County Clerk's office 3rd day of May 1817
 George D. Wain party to the foregoing deed appearing and solemnly affirmed
 in my office and acknowledged the same to be his act and deed and
 delivered the same to be recorded
 Josiah M. M. Clerk

A Copy Deeds

Wm. D. C. C.

(No. 3) This and made this third day of May in the year one thousand eight hundred and seventeen between Robert Dively of the County of Elizabeth City and State of Virginia of the one part and Sally Le Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons of the County of Northampton and State aforesaid of the other part witnesses that the said Robert Dively for and in consideration of the sum of one thousand nine hundred and ninety eight dollars lawful money of the United States to him in hand paid at and before the executing and culing of these presents by the said Sally Le Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons the receipt whereof is hereby acknowledged, hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Sally Le Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons and their heirs and assigns forever four undivided fifth parts of a certain tract or parcel of land situate lying and being in the said County of Elizabeth City and State aforesaid it being so much of the lands which formerly belonged to Thomas Parsons late of Northampton County and State of Virginia, which lands the said Sally Le Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons by their said of bargain and sale created may the third one thousand eight hundred and seventeen sold and conveyed unto the said Robert Dively and formed as follows to wit

the same containing by estimation three hundred and thirty three acres be the same more or less with the accessories and revisions remainder and remainders rents issues and profits and all and singular the rights members privileges and appurtenances therunto belonging or in any wise appertaining, and all the state right and interest of him the said Robert Dively in the premises aforesaid or in or to any part or parcel thereof. To have and to hold the premises aforesaid with their appurtenances, to them the said Sally Le Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons and their heirs and assigns forever. Provided nevertheless, and it is hereby declared to be the true intent and meaning of the parties aforesaid, that if the said Robert Dively his heirs executors or administrators shall and well and truly pay unto the said Sally Le Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons or their heirs or assigns the said sum of one thousand nine hundred and ninety eight dollars lawful money of the United States with interest after the rate of six per centum per annum, by three equal annual payments that is to say the sum of six hundred and sixty six dollars on the third day of May one thousand eight hundred and eighteen, the sum of six hundred and sixty six dollars on the third day of May one thousand eight hundred and nineteen and the further sum of six hundred and twenty, with interest as aforesaid then and in that case the said Sally Le Parsons, Ann R. Custis, Eliza Parsons and Margaret Parsons shall stand seised of and in the premises aforesaid with the appurtenances to and for the use and behoof the said

Robert Dingle, and shall release and recover the same to the said Robert Dingle his heirs or assigns in manner and form as the said deed had not been made. And the said Robert Dingle for himself his heirs or assigns and administrators doth hereby covenant and agree to and with the said Sally C. Parsons, Ann R. Curtis, Eliza Parsons and Margaret Parsons that he the said Robert Dingle will well and lawfully pay the said sum of one thousand nine hundred and ninety eight dollars in manner and form, with interest and at or before the times hereinafter named. And the said Sally C. Parsons, Ann R. Curtis, Eliza Parsons, and Margaret Parsons for themselves their heirs executors and administrators covenant and agree to and with the said Robert Dingle his heirs and assigns, that upon the payment of the said sum of one thousand nine hundred and ninety eight dollars with interest, in manner and form, and at the times hereinafter named, then the said Sally C. Parsons, Ann R. Curtis, Eliza Parsons and Margaret Parsons shall and will release and recover the premises hereby mortgaged, in fee simple, any thing herein contained to the contrary notwithstanding.

In testimony whereof the said Robert Lewis Nash hereunto set his hand and affixed his seal the day and year first above written

Robt. Lindy

Elizabeth City County, May 3^d 1817

Robert Lind, party to this mortgage acknowledged the same to be his act and deed, in the Clerk's office, according to law.

Test Muriolus clb

No. 4 Whereas Robert Dively is justly indebted to John W. Jones, in the sum of One Thousand six hundred dollars for the payment whereof on the twenty sixth day of October in the year of Christ one thousand eight hundred and twenty eight, with all lawful interest thereon due from the date of this Indenture, the said Robert Dively is both willing and anxious to provide, Now this Indenture made this twenty sixth day of October in the year of Christ one thousand eight hundred and twenty seven between the said Robert Dively of the first part, Alexander W. Jones of the second part and the said John W. Jones of the third part Witnesseth that for and in consideration of the premises, and of the further sum of five dollars to the said Robert Dively in hand paid by the said Alexander W. Jones at and before the sealing and delivery of these presents, and the receipt whereof is hereby acknowledged the said Robert Dively has bargained sold, aliened and confirmed and by these presents doth bargain sell alien and confirm unto the said Alexander W. Jones his heirs and assigns forever, all that tract or parcel of land situate lying and being on Back River in the County of Elizabeth City and containing three hundred and sixty four acres and town lands as follows

tract or parcel of land together with all houses thereon and appurtenances, shoulds belonging to him said Alexander Mc Jones his heirs and assigns forever and the said Robert Smith for himself his heirs executors and administrators the aforesaid tract, or parcel of land with the said Alexander Mc Jones, his heirs and assigns against the right title claim and interest of all and every person and persons whatsoever shall and will warrant and forever defend: But it is expressly understood and agreed between the parties aforesaid that this Indenture is made upon and subject to the following trusts and conditions to wit: That of the said Robert Smith his heirs executors or assigns should on the or before the aforesaid twenty sixth day of October in the year of Christ one thousand eight hundred and twenty eight aforesaid pay the aforesaid sum of money with all lawful interest thereon

Uca
B.

now as aforesaid to the said John W. Jones, by account administrators or assigns then this indenture, in that event is to be void, shall be null and void of effect. But if the said Robert Smith his heirs executors or administrators should fail or neglect to pay to the said John W. Jones, his executors administrators or assigns the aforesaid sum of money with all lawful interest thereon due on the day and year last mentioned that, then in that case, the said Alexander W. Jones, shall and he is hereby authorized and empowered after giving ninety days notice of the time and place of sale by advertisement published in one of the Norfolk papers, and struck up at the Cross Street in Hampton proceed to sell at the best of the streets aforesaid, the said tract or parcel of land with all the houses thereon and appurtenances thereto belonging, to the highest bidder for cash and out of the proceeds of the sales of said tract or parcel of land, after deducting the costs charges and expenses attendant upon the execution of this trust, the said Alexander W. Jones shall pay the said John W. Jones his executors, administrators or assigns the sum of money aforesaid with all lawful interest thereon due as aforesaid, if so much there should be of the proceeds of the sales aforesaid, and if a surplus of the proceeds of said sale should remain after paying the costs charges and expenses aforesaid and the sum of money aforesaid with all lawful interest thereon due as aforesaid, then the said Alexander W. Jones covenants and agree that he will, will and truly pay the same to the said Robert Smith his executors, administrators or assigns — In witness whereof the parties above named have hereunto signed their names and affixed their seals this day and year above written.

Rob^t. Smith — — — — — Seal

Robt. Smith

John W. Jones

Alva W Jones

In Elizabeth City County Clerk's office 26th Oct. 1827

This Indenture was acknowledged by all the parties thereto, and admitted to record.

note furnished ab

a Copy

• BM Calcut. Sepy for

the Ministerial cabinet

and at a Circuit Superior Court of Law
and Chancery for the County of Elizabeth City
held at the Court house thereon on the 4th day
of October 1833.

The defendant John W.orce filed his answer to the Bill of the Complainants which is in the words and figures following to wit:

Hammer
to
Bill

The return of John W Jones is a Bill of Complaint exhibited against him and others in the circuit superior court law and chancery for Elizabeth City County by Kinnard Pothers - The said defendant John W Jones by Alex. W. Jones his attorney comes and answers &c and says that he ought not to be compelled to answer said bill, because he says that the said bill, and the matters and things therein contained, in manner and form as the same are therein set forth and alleged, are not sufficient in law to call the said defend^t to account therefor in this court, or to enable the said court to grant any decree thereon, in favor of the complainants, or to give or render any relief to said complainants against the said defendant, and the said defendant further says that he is not bound by the law of the land to answer said bill - Wherefore the said defendant answers to said bill, and the matters and things therein contained and set forth, and craves judgment of the Court whether he ought to be compelled to answer the same otherwise than as aforesaid and he prays hence to be dismissed with his reasonable costs and charges by him in this behalf most unjustly and wrongfully sustained &c - Alex. W. Jones att^o for

and on the motion of the pl^{ty} by Counsel Westwood I committed to appointed guardian to the infant defendants, to defend them in this suit, and the cause is continued till the next Court.

and at a circuit Superior Court of law and chancery for Elizabeth City County held on the 24th day of April 1834

On the motion of the plaintiffs, leave is granted them to amend their bill and make new parties - and on the 25th day of April 1834 The plaintiffs, by their counsel, filed their amended bill, which is in the words and figures following to wit:

Amended Bill

Parsons Deaver being first had and obtained, your oaths and oaths, ^{and} by this their amended bill further alleged that in the year 182 the last will and testament of the said Elizabeth Parsons was admitted to record in the County Court of Northampton and that General Severn E. Parker qualified as the administrator with the will annexed of the said Elizabeth, a copy of which will & qualification are herewith filed and prayed to be taken as a part of this amended bill - your oaths and oaths pray that the said Severn E. Parker as the administrator with the will annexed of the said Eliza Parsons, may be made a defendant in this suit.

Mayo pg

Note. The will and qualification referred to in the amended bill were never filed

and at a circuit Superior Court of law and chancery for the County of Elizabeth City held on the 4th day of October 1834 the defendants Severn E. Parker adm^r of Elizabeth Parsons ad^r. Westwood S. Armistead guardian ad litem of the infant defendants, and the said W. S. Armistead and Frances his wife who was Frances French, by their counsel, and by leave of the Court, filed their answers to the complainants bill, which answers are in the words and figures following to wit:

Answer of Severn E. Parker adm^r of

The separate answer of Severn E. Parker adm^r with the will annexed of Elizabeth Parsons ad^r is a bill of complaint exhibited against him in the Circuit Superior Court of law and chancery for Elizabeth City County by Sarah Parsons mother - This defendant for answers to the said bill saith that he has no personal knowledge of the matter and things set forth in the said bill of complaint, but he has information and now believes that his testatrix is entitled to a balance from Robert Dively deceased arising from the sale of a tract of land to the said Dively - This defendant further saith that he consents to all the steps heretofore taken in the said suit by the said plaintiffs and he prays to have a decree in his favor for the amount that may be found due to him as the adm^r of S^r Elizabeth Parsons ad^r.

S. E. Parker

Answer of W. S. Armistead Gu^d ad litem of

The answer of Westwood S. Armistead Maria Dively, Amelia Dively, Indiana Dively and Florida Dively infant children of Robert Dively and who answer by Westwood S. Armistead their guardian ad litem specially appointed by the Court for that purpose to a bill of complaint exhibited against them in the circuit superior Court of law and chancery for the County of Elizabeth City by Margaret Parsons mother -

These defendants answering to themselves are brought of exception to the said bill of complaint either for want of form or substance, for answer to the said bill or to so much as they are advised it is material for them to answer say, that they know nothing of the matter and things set forth by the plaintiffs in their bill of complaint, and therefore can neither admit or deny any thing therein set forth, they for further answer say that they do not consider that they have any interest in the matter, in controversy in the said suit, and therefore they pray to be hence dismissed with their costs; but if the Court should deem that these respondents have any interest therein, they desire that the Court will grant to them the protection and care that is usually extended to infants by Courts of equity in such cases

W. S. Armistead Gu^d ad litem

Answer of Wm. Ammis to a bill

The answer of Woodward & Ammis and Frances his wife who before her intermarriage with the said Woodward was Frances French and one of the children of Robert French and to a bill of complaint exhibited against them in the Circuit Superior Court of Law and Chancery for Elizabeth City County by Margaret Parsons, doth shew - These defendants saying and receiving service themselves all exempt of reception with the said bill of complaint neither do they want of proof or substance for answer thereto say that they know nothing of the claim of the plaintiffs as set forth in the said bill and therefore they can neither admit or deny the justice thereof, but they presume that if any thing is due to the plaintiffs that they will be compelled to show that fact having answered as fully as they are advised it is unnecessary for them to do, these defendants pray to be hence dismissed with their costs

Wm. Ammis

and at a Circuit Superior Court of Law and Chancery for the County of Elizabeth continued and held on the 7th day of October 1834

This cause came on this day to be heard on the bill, and amended bill, and exhibits, and the answers of the infant defendants, and of Woodward & Ammis and Frances his wife, who was Frances French and of Severn & Parker as attorney with the will annexed of Elizabeth Parsons deceased and the applications thereto, and it appearing that the subpoena in this cause has been duly served on the defendants John W. Jones, Parsons & Davis, Amelia Davis, Alex. M. Jones, and Dr. C. Payer as the attorney of Robert Davis and, and the bill filed more than four months, the bill is taken for confessed as to them, and the cause was argued by counsel upon consideration whereof the court doth adjudge, order and decree that this cause be referred to Joseph H. Robertson of the County of Norfolk, who is appointed a Special Commissioner for that purpose to ascertain and report to this court the amount due to the plaintiffs, or to either of them arising out of the mortgage in the plaintiffs bill mentioned, and the said Commissioner is authorized to report specially any other matter that he may deem pertinent, or which may be decided by either party appertaining to this cause

Commissioner's Report. filed 10th July 1835.

Parsons

by J. H. Chy.

Duly a Statement showing the amount due the plaintiffs under the mortgage in the cause in this cause mentioned viz:

1819 May 3 ^d	The 2 nd instalment due this day	\$ 888.00
	Int. from 3 ^d May to 19 June 1819	5.22
		\$ 671.22
1819 June 19	By Cash as per Wicks receipt	\$ 497.91
	By do. p. Wicks taxes do.	6.37
	" " do. Wicks State tax	5.32
	" " do. Ammis do	7.26
		576.86
	Int. on the balance from last date to 3 ^d July 1820	\$ 154.36
		5.75
1820 July 3 ^d	By Cash as per Wicks letter 2 ^d March	\$ 160.11
	Balance due on 2 ^d Inst. Int. from date till paid	100.00
		\$ 60.11
1820 May 3 ^d	The 3 rd last Instal ^t due this day	\$ 888.00
	Int. thereon from date to 29 Aug following	12.98
1820 Aug 29	By Cash as per Wicks receipt	\$ 120.00
	By do. " " or acc.	15.00
	Bal. due on 3 ^d Instal ^t Int. from date till paid	\$ 543.98
	Int. due on 2 ^d Instal ^t as above stated	\$ 60.11
	Interest from 3 ^d July 1820 to 3 ^d Oct. 1825	56.40
	Int. due on 3 ^d Instal ^t as above stated	543.98
	Interest from 29 Aug. 1820 to 3 ^d Oct. 1835	492.62
	Int. principal and Int. due on the mortgage	\$ 1153.11
	over.	

Amount due on the mortgage of \$1153.11 with interest on \$60.11 part thereof from 3^d Oct^r 1835 till paid, and like interest on \$543.98 another part thereof from some time till paid.

Parsons

vs. & Report.

Commrs Office

Wash^g May 26. 1835.

The parties were duly notified to attend at this office on the 24th March last, on which day J. F. May, Esq. Counsel for the plffs, and Wm Marshall Esq Counsel for the def. W Jones attended, and from the papers submitted by them the foregoing statement is based. The Court will perceive that the Commr. instead of calculating interest from 3^d May 1837 as claimed in the bill, has charged it only from the time the second instalment fell due, on the principle that when a debt is payable in future interest is not chargeable unless otherwise expressly agreed. The Commr. has allowed the taxes paid by Mr. Dively that were due at the time of his purchase and also the order for \$15 drawn on him by Mr. W Jones presuming that this sum was intended to be credited on the mortgage, as no other transaction is shown to have been created between Mr. Dively and Mr. W Jones. The Commissioner has therefore to report that there is due the Plaintiff under the mortgage in this cause referred to the sum of \$1153.11 with interest on \$60.11 part thereof from 3^d Oct^r 1835 till paid and with like interest on \$543.98 another part thereof from said 3^d October 1835 till paid. The Commissioner has not thought proper to trouble the Court with his reasons for the foregoing account, all of which is most respectfully submitted.

Jos. A. Robertson Spl. Commr

Parsons

vs. &

To Jos. A. Robertson Spl. Commr.

Dively

1835 May

20 16 hours in making up foregoing report. \$16. —

Parsons

vs. &

To Thomas B. Braughton

Dively

1835

20 advertising notice to absent. def. \$5.00

This report has laid over ten days in my office.

Jos. A. Robertson Spl. Commr

Exceptions to Report.

Parsons vs. Dively

The Report of Commr. Robertson is objected to because the vouchers accompanying said report clearly show that not only that the second instalment was fully paid, but that the third instalment has also long since been satisfied.

W. M. Jones by J. H. Jones his att^y

There are only 3 instalments specified in the mortgage, among the vouchers is a rec^t. in full for 2^d instalment in so many words. The remaining vouchers must therefore apply to the last or 3^d inst^t. If correct in this supposition the whole of the purchase money for the land has been satisfied.

J. H. Jones

Answer of W. M. Jones filed Oct^r 1835.

The answer of W. M. Jones to a bill of complaint exhibited against him & others by Parsons & others, in the Circuit Superior Court of Law and Chancery for Elizabeth City County. This respondent in answer to the material allegations of said bill, says that he presumes the facts and circumstances therein set forth are substantially true with the exception of the charge that any one or more or any portion of the instalments in the mortgage, filed as an exhibit with the plffs bill which this respondent not only does not admit, but believes not to be true. This respondent conceives from an examination of the vouchers herein filed that the whole of the purchase money

for the tract of land mentioned in the bill, in other words, are the instalments not only have been satisfied but have been more than paid. Having ascertained the material allegations of said bill, the respondent prays hence to be dismissed with his reasonable costs by him at this defence in his behalf expended.

J. W. Jones

Elizabeth City County Court.

John W. Jones personally appears before me a Justice of the peace for said County, in said County, this day and being first duly sworn on the Holy Bible made oath, that the facts & matters stated set forth in the foregoing answer so far as they depend on his own knowledge are true, and so far as they are derived from the information of others he believes them to be true. Given under my hand and seal this 6th day of October in the year 1835.

James McVaughan

and at a Circuit Superior Court of Law and Chancery for the County of Elizabeth City held at the Court house thereof on the 7th day of October 1835.

This cause came on again this day to be heard on the papers heretofore read, and the report of Commissioner Robertson and the exception thereto upon consideration whereof the court overruling the exception to the said report, and confirming the same doth assign order and decree, that unless the defendant John W. Jones do within three months from the date hereof pay to the plaintiffs Sally L. Parsons, Ann R. Cootes, Margaret Parsons, and the defendant Simeon E. Parker as admors with the will annuities of the said Parsons and each the sum of \$15.25 with interest at the rate of 6 per cent. annum from the 3rd of February 1820 till paid, and the further sum of \$135.99 1/2 each with interest at the rate of 6 per cent. annum from the 30th of August 1820 till paid. The said defendant John W. Jones and his heirs and all others claiming under or for him be forever henceforth barred and foreclosed of and from all equity of redemption in the four undivided fifth parts of the tract of land in the said and of mortgages mentioned, and in case of default in payment of the said sum of money and interest thereon as aforesaid, and the costs of this suit, that John Tall of this County after having advertised the time and place of sale for fifteen days, in some of the newspapers published in the Borough of Norfolk do upon to public sale on the premises to the highest bidder for each the said undivided four fifth parts of the said tract of land and convey the same to the purchaser, and out of the proceeds of sale after paying the expenses attending the same, do pay to the said plaintiffs and to the said defendant Simeon E. Parker as admors as aforesaid the sums of money in this decree mentioned aforesaid and interest aforesaid and the costs of this suit, and the surplus if any pay to the said defendant John W. Jones to his executor or assigns, and to make report of his proceedings herein to this Court.

And at a Circuit Superior County Law and Chancery for the County of Elizabeth City held on the 21st day of April 1836.

By Consent of parties the court doth assign order and decree that the order pronounced in this cause on the 7th day of October 1835 be as far altered and amended, and so far only, as to authorize and direct the Commissioner therein named, to sell the premises in the said order assigned to be sold, at the Court house door of this County, after advertising the time and place of sale ten days at least in some newspaper published in the Borough of Norfolk.

And at a Circuit Superior Court of Law and Chancery for Elizabeth City County continued and held at the Court house thereof on the 21st day of April 1838.

This cause came on this day to be again heard on the papers formerly read, and was argued by Counsel, on consideration

whereof

whereby the court with a judge order and decree that the title of the
plaintiffs be dismissed -

Plffs costs

clerk's 20.25

Shff .30

Law 16.66

Comm 16.00

Printer 5.00

W tax 75

\$58.96

a copy made

MAINTAINED BY
B

END