

Articles of Agreement made and concluded upon between Francis Preston and Sarah Buchanan Preston his wife of the one part and Elizabeth Russell of the other part, all of Washington County and State of Virginia. Witnesseth that the said Francis and Sarah Buchanan Preston agree to pay or cause to be paid to the said Elizabeth Russell or her heirs or assigns $\$$ the sum of one thousand two hundred pounds Virginia Currency agreeable to the Bonds to be executed; and also the amount of two hundred bushels of Merchantable Corn and one thousand pounds bacon annually for and during her life delivered at her present residence near the Salt-works. And they the said Francis Preston and Sarah B. Preston for themselves and their heirs do further contract to and with the said Elizabeth Russell her heirs $\$$ the last remaining of the said Francis Preston & Sons damages incurred or made that he intends commencing against the estate of General William Russell that the said Francis Preston & Sons will fully exonerate her the said Elizabeth and her two children by the said General William Russell, To-w.c. Elizabeth Henry Russell and John Robertson Russell from their maintenance or any part of said damages to and the said Francis Preston and Sarah Buchanan Preston for themselves their heirs Administrators or assigns do hereby further covenant and agree to and with the said Elizabeth Russell her heirs administrators or assigns $\$$ that they will fully relinquish and hereby for themselves and their heirs do fully relinquish all claims or demands that they or their heirs $\$$ may or might have had against the said Elizabeth Russell or her heirs or those acting in or acting from or under her, for the waste of Timber use of the Salt-water and Salt-works, or for digging wells or any other act whatsoever done by or under the said Elizabeth Russell or her Tenants since the death of General William Russell. And they the said Francis and Sarah B. Preston for themselves and their heirs do further agree and declare that they not only relinquish all claims or demands for damages $\$$ done on her the said Elizabeth Dower lands since the death of General William Russell, but also all other claims or demands $\$$ whatever that they may or might have against the said Elizabeth Russell her Tenants $\$$ for or on any account of damages $\$$ done to any other part of their possessions or

premises. In consideration whereof the said Elizabeth Russell hereby conveys and agrees to and with the said Francis and Sarah Buchanan Preston that she will relinquish to the said Francis Preston and Sarah Buchanan Preston his wife their heirs &c all her rights of dower in the estate of General William Campbell at Davenport and the same shall at or upon the 18th day of March next ceasing and reverting to herself the said Elizabeth her present dwelling house kitchen Corn fields meadows and garden now in use on the North side of the Scioto river for the purpose of Agriculture, with the new fields above the Corn field and liberty to cut wood (which is ~~to~~ by grant by the said Francis and Sarah B. Preston) on any part of their premises and haul it by the best way to her the said Elizabeth's residence, for the purpose of fuel &c to her house and H�lls. The said Elizabeth further conveys to and with the said Francis and Sarah Buchanan Preston their heirs &c that she will relinquish all her the said Elizabeth proportion of money or claim arising from her third as widow of General William Russell of the bequests of Sarah B. Preston when Sarah B. Campbell and Charles Campbell as changed by the estate of General William Russell.

In witness whereof the parties have hereunto affixed their hands and seals the thirty first day of October one thousand seven hundred and ninety six.

At Davenport on the Scioto river, two
hundred and one thousand pounds
sterling, or suits, interlined before signing.

Signed sealed and delivered
in the presence of
William King, Hugh Stuart, Coffey
J. Nichol, James King

Francis Preston L.S.
Sarah B. Preston L.S.
Eliz. Russell L.S.

Whereas it is suggested by us that there are accounts of considerable amount on the books of General William Campbell that appear to be due to his estate, in which no step for recovery has been taken by General William Russell who became executor by his intercession with Elizabeth Campbell now Elizabeth Russell as we can discover, and concerning the estate of the said William Russell liable for the said neglect, but that it would be improper Elizabeth Russell should be liable as she acts under the control of the said William Russell — Now therefore We

(100.) Francis Preston and Sarah Buchanan Preston for ourselves and our
heirs do hereby release and acquit her the said Elizabeth Russell
of any sum or damages we may recover of the estate of General
W^m Russell. Provided this acquittance and release of the
widows proportion of said damages shall not operate as an
injury in any suit we may commence for the recovery of
damages for the aforesaid neglect. do witness our hands
and seal this first day of November 1796 (six)

the said Elizabeth Russell

Francis Preston L.S.

Interlined before signing

Sarah B. Preston L.S.

Attest Hugh Stuart Dungay

W^m King & Josiah I King

At a Court held for Washington County the 20th day of December
1796 Articles of agreement between Francis Preston and Sarah
B. Preston his wife of the one part and Elizabeth Russell
of the other part together with the resolution thereto annexed
under the hands and seals of the said Preston and wife
were made in court by the oath of Hugh S. Stuart Dungay
and James King witness thereto sealed and ordered to
be recorded.

First And Rufus E.C.

Articles of Agreement made and concluded upon this thirty
first day of October one thousand seven hundred and ninety six
between Francis Preston and his wife Sarah Buchanan Preston of
the one part and William King and Josiah Nichol of the
other part all of Washington County and State of Virginia
Whereas the said William King having
heretofore rented for a term of years ending the 10th day of
March 1799 (a.m.) from the said Elizabeth Russell of said
County and State the salt works and part of the premises
now occupied by the said William King and Josiah Nichol
under the firm of William King and Company and whereas
the said Francis Preston and Sarah Buchanan his wife
have this day agreed with the said Elizabeth Russell
for

for said Saltworks and premises and with the said William King and Josiah Nichol to deliver up the said Saltworks at or upon the 18th day of March next which they the said William King and Josiah Nichol have engaged to do. Now know all men by these presents that are conditions in Consideration of they the said William King and Josiah Nichol giving peaceable possession of said Saltworks and Salthouse on the 18th day of March next and of the other houses and premises occupied by them at said place the 23rd day of April next that they the said Francis Preston and Sarah Buchanan Preston for themselves and their heirs Administrators &c will and do hereby fully acquit exonerate and discharge the said William King and also the said William King and Josiah Nichol from ~~all~~ ^{any} rights claims dangers or demands of any kind or nature whatever that they the said Francis Preston and Sarah Buchanan Preston his wife and their heirs &c might have or have against them or either of them previous to said 18th day of March next, ^{regarding} ~~unless in~~ such dealings as may be between us in Cash or Store goods between this and that period — And the said Francis and Sarah Buchanan Preston doth further Covenant to and with the said William King and Josiah Nichol for all the Salt kettle they may have on hand at the Saltworks on the 18th day of March next on the following Terms, to wit, all the whole Salt kettle to be estimated at the rate of Twenty five pounds per Tun and all the rest to be valued by General William Tate and Daniel Ellington which Kettle they the said Francis and Sarah B Preston agree to purchase at the above rates and pay to the said William King and Josiah Nichol the amount in Salt at two dollars per bushel, they the said Francis and Sarah B Preston further agree to pay unto the said William King and Josiah Nichol the further sum of sixty pounds payable as advanced for the m^{any} Cisterns, Tubs, funnels & buildings with buckets and ropes on said premises. In testimony whereof the said parties herein laid their hands & Sealz day and date before mentioned made.

the following intermissions made
before signing, at the above rates (four dollars
per Bushel) (new) (belonging to said firm
one said premises.

Signed Sealed and acknowledged
in presence of

D. Murphy Hugh Stuart James King }
Elijah Russell Jeremiah Minter }

Francis Prestons L.S.
Sarah B. Preston L.S.
William King L.S.
J. Nichols L.S.

At a court held for Washington County the 20th day of December 1796
articles of agreement between Francis Preston and Sarah B. Preston his
wife of the one part and William King and Associates Nichol of the
other parts was proven in court by the oath of D. Murphy Hugh Stuart
and James King three of the witnesses thereto and ordered to be recorded

Test A. Russel D.C.

Know all men by these presents that I Elizabeth Russell
of Washington County Virginia for myself my heirs &c to fully
acquit and exonerate William King and Associates Nichol
of said County and State from all claims or demands of me or
my heirs &c whatever - on condition of their paying me
the balance that may be due me of this years rent of
the Saltworks cutting 18th March next, where paying or
settling for which I hereby agree to give up to the said
William King his bill which by an agreement made
this day is to them expire, and also to fully acquit him of
the same, as witness my hand and seal Saltworks Wash-
ington County Virginia 31st October 1796 (six)

Attestd Francis Preston
Jeremiah Minter D. Murphy
Hugh Stuart James King }

Ela. Russel L.S.

At a court held for Washington County the 20th day of December 1796
This acquittance was proven by the oath of D. Murphy Hugh
Stuart and James King the witnesses thereto and ordered
to be recorded.

Test A. Russel D.C.

(III.) I William King and also Mr. William King and James Nichol do her
by agrees and covenant with Elizabeth Russell all of Washington County
Virginia that we will give up the premises formerly rented of her part
unto the 15th March next and the houses and the rest upon the
25th April next without requiring any damages for the non-fulfill-
ment of the remainder of this lease formerly obtained from her provided
that nothing in this Release or acquittance be construed so as to
in any manner affect our Right and Claim of working the said
works &c to said 15th March next as hantopos as witness our hands
and seals Setworks Washington County Virginia 1st November
1796 (sic)

Attested [initialled before signing (JC)]
James King Test.

Wm King L.S.
J. Nichol L.S.

Hugh Stuart D. Murphy

At a court held for Washington County the 20th day of December 1796
This acquittance was made by the oaths of D. Murphy Hugh
Stuart and James King the witnesses thereto and sealed to be
Recorded.

Test And Russell & C.

I know all men by these presents that I Francis Porter
held and firmly bound unto Elizabeth Russell her heirs executors
administrators and assigns in the sum of one thousand pounds
current money of Virginia To which payment well and truly to be
made I bind myself my heirs executors and administrators as follows
and my hand and seal this first day of November one thousand
seven hundred and ninety six.

The Condition of the above obligation is that if the above
bound Francis Porter his heirs executors and administrators do
well and truly pay me cause to be paid unto the said Elizabeth
Russell her heirs executors administrators or assigns five hun-
dred pounds current money of Virginia on or before the first
day of December one thousand seven hundred and ninety six
after the rate of five per centum per annum from the eighth
day of next March then the above obligation shall be
void in the remain in full force and virtue.

Francis Porter L.S.

(112) Writen present H^r King
D Murphy J. Nichol

At a court held for Washington County the 20th day of December 1796
This Bond was proven by the oath of D Murphy a witness thereto, and
at a court held for the said County the 17th day of January 1797
it was further proved by Jos. Nichol a witness thereto and
ordered to be Recorded.

Test And^w Russell d.c.

KNOW all men by these presents that I Francis Prestons am
held and firmly bound unto Elizabeth Russell her heirs executors
administrators and assigns in the sum of four hundred pounds
current money of Virginia, to which payment well and truly to be
made I bind myself my heirs executors and administrators—
as witness my hand and seal this first day of November one
thousand seven hundred and ninety six

The Condition of the above obligation is such that
if the said above bound Francis Prestons his heirs executors and assigns
shall well and truly pay or cause to be paid unto Elizabeth
Russell her heirs executors and assigns the just and full sum
of two hundred pounds current money due or before the
first day of November one thousand eight hundred
and twenty five days after the date hereof at the rate of
the rate of five percentum per annum then the above
obligation shall be void or else remain in full force
and virtue

Witness H^r King
D Murphy J. Nichol

At a court held for Washington County the 20th day of December 1796
This bond was proven by the oath of D Murphy a witness thereto and
at a court held for the said County the 17th day of January 1797
it was further proved by the oath of J Nichol as witness thereto
and ordered to be Recorded.

Test And^w Russell d.c.

I Francis Prestons of Washington County and State of
Virginia am held and firmly bound unto Elizabeth Russell
her heirs and assigns in the just and full sum of twelve
hundred and ninety eight dollars for Value Received
with interest from the date hereof As witness

(13) Land this thirty first day of October one thousand seven hundred
and ninety six
Witness Wm King D. Murphy &
I. Nichol C.

Francis Preston Seal

At a Court held for Washington County the 20th day of December 1796
This Bond was given by the oath of D. Murphy a witness thereto and at
a court held for the said County the 17th day of January 1797 It was
further proved by I. Nichol a witness thereto and ordered to be Recorded

Test Andrd Russell C.

Know all men by these presents that I Francis Preston of Washington
County and State of Virginia am held and firmly bound unto Elizabeth
Russell her heirs executors administrators or assignees in the penal
sum of one thousand pounds Current money of Virginia To which
payment well and truly to be made I bind myself my heirs ex-
ecutors and administrators As Witness my hand this first day of
December one thousand seven hundred and ninety six

The Condition of the above obligations is such that after
above bound Francis Preston his heirs executors or administrators
shall well and truly pay or cause to be paid unto Elizabeth
Russell her heirs executors administrators or assignees the just
and full sum of five hundred pounds Current money of Virginia
on or before the first day of November one thousand seven hundred
and ninety eight with interest after the rate of five per Centum per
annum from the eighteenth day of March next that the above obliga-
tions to be void or else remain in full force and virtue

Witnesses present Wm King Francis Preston L.C.
D. Murphy, I. Nichol

At a Court held for Washington County the 20th day of December 1796 This bond
was given by the oath of D. Murphy a witness thereto and at a court held for
the said County the 17th day of January 1797 It was further proved by I.
Nichol a witness thereto and ordered to be Recorded.

Test Andrd Russell C.

Know all men by these presents that I Francis Preston of
Washington County am held and firmly unto Mr Elizabeth
Russell in the penal sum of three hundred pounds Current

(111.2)

Money. To which payment well and truly to be made I bind myself
my heirs &c as witness my hand this fifth day of November one
thousand seven hundred and ninety six

The Conditions of the above obligation is that whereas
the above bound Francis Preston did enter into an agreement
with Elizabeth Russell and among other stipulations therein
mentioned did bind himself annually to pay her one
thousand weight of Bacon which said stipulation is this day
set aside and instead thereof and for other Considerations
it is agreed to pay the said Elizabeth fifty eight Bushells of Salt
annually during her life to be delivered at the Saltworks
on Holston. And if the said Francis Preston his heirs &c shall
well and truly pay or cause to be delivered to the said Elizabeth
Russell the aforesaid quantity of fifty eight Bushells of Salt
annually and at any time during the year be duly demand
it during her life then the above obligation to be void
or else remain in full force and virtue.

Witness Jeremiah Minter *J* Francis Preston *L* S.
A. Funk I Leonard

At a court held for Washington County the 10th day of January 1779. This
Bond was proved by the oath of Jeremiah Minter and Isaac Leonard
two of the witnesses thereto and sworn to be true to me.

Test *Ans' Ruffell F.C.*

Know all men by these presents that I Francis Preston of
Washington County am held and firmly unto Elizabeth Henry
Russell and George Robinson Russell and their heirs in the
sum of two hundred pounds Current money of Virginia
To which payment well and truly to be made I bind myself
my heirs &c as witness my hand this fifth day of November one
thousand seven hundred and ninety six

The Conditions of the above obligation is such that
of the said Francis Preston his heirs &c shall pay or
cause to be paid unto the said Elizabeth and George one horse
saddle and bridle to each worth fifty pounds to be valued
by two men disinterestedly chosen one their arriving to the
age of twenty one or get married then the above

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obligations to be void or else remain in full force and virtue
Witness, Iannah Miller } Drawn & Witnessed S.C.
John & Leonard J. Nichol }

At a court held for Washington County this 14th day of January 1797 This bond
was proved by the oath of I. Leonard and J. Nichol two of the witnesses
thereunto before me to be Recorded.

Seal

Ans Russell S.C.

Know all men by these presents that we Samuel and James Breadin
of the County of Washington and State of Virginia are both and
firmly bound unto John Doyle of the County and State above
mentioned the full and just sum of five hundred pounds law
full money of Virginia for value received to which payment well
and truly to be made we bind ourselves our heirs executors ad
ministrators or assigns. In witness whereof we have set our hands
and fixed our seals this the 14th day of January 1795

Samuel Breadin S.C.

James Breadin S.C.

The Condition of the above obligations is such that whereas
the said Samuel and James Breadin have bargained and sold unto
John Doyle a certain tract or parcel of Land containing four hundred
and fifty acres being and lying in the said Valley and County above
named beginning at a corner of John Buchanan's and with a line of
the same to the Lands of John Fowler and with the sd to the
Lands of David Smith and with said Smith to Nathan Rich-
ardson and with said Richardson to Robert Wigham and
along Walker mountains so quantity to warrant and defend the
same from all persons or persons whatever claiming title or title to
the said Land and give quiet and和平 possession to said
Doyle and to his heirs executors administrators or assigns pre-
signed sealed and delivered in presence of

Reagan Elby Reagan & John Doyle do agree all my
rights of the above four hundred acres of Land to Elizabeth
Kunell her heirs &c to be at the lower end of the tract
witness my hand and seal this 26th March 1796.

Witnessed by
George W. Clegg

John Doyle S.C.