

1818-014

SOUTHAMPTON COUNTY
CHANCERY PAPERS

NICHOLSON'S ADMR - at

VS WILLIAMS et al

11/18/8

other surnames: Day
Johnson Johnston
Leonard, Thomas

In the worshipful Court of Southampton County in Chancery sitting.
Humbly complaining shew unto your worships your Orators and Oratrix
Little Nicholson administrators of Etheldred Nicholson deceased, (and
~~Charles and~~ Polly Edmunds Nicholson heirs and infant children
of Etheldred Nicholson died by their guardian and next friend
Little Nicholson — That the intestate of your Orator Little and
the father of your orator and oratrix Charles and Polly E
Nicholson, being in his lifetime extremely fond of gaming, by
his impudence expended a handsome patrimony and has left
his two Orphans your orator and oratrix Charles and Polly E
dependent upon the bounty of friends and relatives for the necessities
of life and not even a sufficiency to pay and satisfy the demands
of his just creditors. Your Orators and Oratrix state that among
other debts which were paid by the said Etheldred in his lifetime,
and which were grounded on a gaming consideration, was one paid
to Spratly Williams and Benjamin W Johnson merchants and
copartners of this County, amounting to the sum of two hundred
and twenty pounds: and from the best information that can be had
upon the subject your orators and oratrix believe the facts to be
these — — — Etheldred Nicholson sometime before his death became
indebted to sundry persons for money won of him at unlawful gaming
The said Spratly Williams and Benjamin W Johnson combining and
conspiring with other persons unknown to your orators and oratrix
to defraud the said Etheldred, hearing that Etheldred Nicholson
was indebted to several persons on a gaming account, and thinking
it an excellent opportunity to make a handsome speculation, offered
certain terms to their creditors of Nicholson. The persons to whom
these debts were due knowing Nicholson to be in low credit and
from his extreme intemperance believing he could not live long,
and that in case he died their debts ^{were} irretrievably lost, did not hesi-
tate to sell their claims to Williams and Johnson for one
fourth of their nominal value. Your Orators and oratrix are
confident in ascertaining that of the claims so purchased by Williams

and Johnson, there was one of two hundred ^{dollars} ~~pounds~~ purchased of
a certain Michael Leonard. One of ninety dollars purchased
of a certain John Day. One of Doctor George G. Thomas of fifty
two dollars and one other of Benjamin W. Johnson of fifty
dollars, due to him in his individual character and ~~bound~~ as
the other claims on a gaming consideration. After Williams and
Johnson had thus purchased their gaming debts at one fourth of
their nominal value, Ethelred Nicholson in his lifetime on the
eleventh day of September in the year one thousand eight hundred
and five on application gave his bond to Williams and Johnson
for the sum of one hundred and forty eight pounds eight shillings
and five pence halfpenny including therein a tavern bill
of about twenty dollars and a small bond of Nicholson
to Williams and Johnson amounting to twelve pounds
thirteen shillings and ten pence. On the twelfth day of
October in the same year Williams and Johnson had other
transactions with the said Ethelred Nicholson and
thereby augmented the debt due to them including the bond
to the sum of two hundred and seventy pounds as first
mentioned. Williams and Johnson not satisfied with the
bond of Nicholson thinking it but a slender security wished if
possible to make the debt still more secure, and prevailed on
Nicholson in his lifetime to execute to them a Deed of trust
for three valuable slaves, to wit, a negro man valued at
~~one~~ hundred and twenty pounds - a negro boy valued at ninety
pounds and a negro girl valued at sixty pounds for the purpose
of securing the said debt of two hundred and seventy pounds.
Having proceeded thus far towards securing ~~for~~ debt which they
knew the laws of the Country would never enable them to
recover, the only and last step necessary to complete their
work, was the conversion of their negroes to their own use
which was actually done in the lifetime of the said Ethelred
Nicholson. But fortunate for the destitute orphans of Nicholson

they have now found that relief which the penal laws of the Comm-
onwealth against gaming contemplated they should receive.
Your orators and Ratins state that the three negroes conveyed
to Williams and Johnson by their father in his lifetime was
to secure the payment of a debt if not entirely and immedi-
ately a gaming debt, was a debt founded in fact and
immediately on a gaming consideration and that too within
the knowledge of Williams and Johnson. And therefore that
since the death of your father if your orators and
Ratins Charles and Polly E. Nicholson they are entitled
to the said slaves or their value and have a right to have
demand and receive the same of Williams and Johnson.
In tender consideration whereof and in as much as your orators
and Ratins are reminded in the premises except by the intervention
of a Court of Chancery they pray that ~~the~~ Williams
and Benjamin W. Johnson may be made defendants hitherto, and
that upon their corporal oaths they be compelled to answer all and
singular the allegations herein contained in as full true perfect
and unvarious a manner as if the same were here again repeated
and they thereto more particularly interrogated. But more
especially that they set forth and say whether they did not
purchase a debt due from Ethelred Nicholson to a certain
Michael Leonard of two hundred dollars at ~~the~~ reduced
price knowing the same to be a gaming debt? Also
whether they did not purchase a debt of ninety dollars
of John Day one of ninety dollars of B. W. Johnson
and one of fifty two dollars of Doctor George G. Thomas
all due from Ethelred Nicholson. knowing the same
to be gaming debts? And further that they set forth and say
whether the bond executed by Ethelred Nicholson to them

on the eleventh day of September in the year One thousand
Eight hundred and five for the sum of One hundred and forty
eight pounds eight shillings and five pence half penny
was not for the purpose of securing the payment of the
above claims purchased of Leonard Day Thomas & Johnson
including one or two other trifling claims? And further the
said Williams and Johnson are required most explicitly to
say whether the deed of trust on the three negroes above
mentioned executed by The said Nicholas in his lifetime
to them, was not to secure the payment of the money due by
said bond including other demands? And also whether the
^{said negroes}
~~debt~~ ^{debt} ~~has not~~ been disposed of by virtue of the deed by which
they ~~have~~ were conveyed to Williams and Johnson? and
whether Johnson and Williams did not have the said
negroes in their possession and convert them to their own
use And your orators and orator pray that your worship
would decree that the said Williams and Johnson pay
to your ^{orators and orator} ~~worship~~ the aforesaid sum of two hundred
and seventy pounds with six percent interest thereon
from the time of the sale of said negroes and
your orators and orator pray that your worship
would grant such other and further relief as
the premises as may be consistent with Equity
And they pray that the Commonwealth
Sho may issue commanding &c.

To the worshipful Court of Southampton County in Chancery sitting
humbly complaining sheweth your worships your orators
and oratrix Stith Nicholson Administrators of Eth Nicholson
deceased and Charles and Polly Edmunds The holson hirs and
infant children of Eth Nicholson and by their guardian
and next friend Stith Nicholson. That the intestate
of your orator Stith and the father of your orators and
oratrix Charles and Polly Eth Nicholson being in his
lifetime extremely fond of gaming by his imprudence
expended a vast sum of money and has left his two
orphans your orator and oratrix Charles and Polly Eth
dependent upon the bounty of friends and relations for
the necessaries of life and not in a sufficiency to
pay and satisfy the demands of his just creditors your
orators and oratrix state that among other debts which
were paid by the said Eth in his lifetime and which
were granted on a gaming consideration was one paid
to Spratly Williams and Benjamin W Johnson merchants
and Copartners of this County amounting to the sum of two
hundred and twenty pounds: and from the best information
that can be had upon the subject your orators and
oratrix believe the facts to be these
Eth Nicholson sometime before his death became in-
debted to sundry persons for money won of him at unlaw-
ful gaming the said Spratly Williams and Benjamin
W Johnson Com being and confederating with other
persons unknown to your orators and oratrix to oppress the
said Eth hearing that Eth Nicholson was indebted
to several persons on a gaming account and thinking it an
excellent opportunity to make a handsome speculation offered
certain terms to these creditors of Nicholson the persons
to whom these debts were due knowing well that he
be low in credit and from his extreme intemperance
believing he could not live long and that in case he
died their debts were irretrievably lost did not hesitate
to sell their claims to Williams and Johnson for and fourth
of their nominal value Your orators and oratrix are confident

in asserting that the claims purchased by Williams and Johnson were two hundred dollars purchased of a certain Michael Leonard one of ninety dollars purchased of a certain John Day one of Doctor Geo. & Thomas of fifty two dollars and another of Bay? W. Johnson of ninety dollars due to him in his individual character and founded as the other claims on a gaming consideration. After Williams and Johnson had thus purchased these gaming debts at one fourth of their nominal value, E. W. Nicholson in his lifetime on the twentieth day of September in the year one thousand eight hundred and five an affidavit gave his bond to Williams and Johnson for the sum of one hundred & forty eight pounds eight shillings & five pence half penny including thereon a tax on bill of about twenty dollars and a small bond of fifteen to Williams & Johnson amounting to twelve pounds thirteen shillings and ten pence on the twelfth day of October in the same year Williams and Johnson had other transactions with the said E. W. Nicholson and thereby augmented the debt due to them including the bond to the sum of two hundred and seventy pounds as part thereof Williams and Johnson not satisfied with the bond of Nicholson thinking it but a slender security wished if possible to make the debt still more secure and procured an affidavit in his lifetime to execute to them a deed of trust on three valuable slaves to wit a negro man valued at one hundred and twenty pounds a negro boy valued at ninety pounds and a negro girl valued at sixty pounds for the purpose of securing the said debt of two hundred and seventy pounds having procured this for towards securing a debt which they knew the laws of the country would never enable them to recover the only and last step necessary to complete their work was the conversion of their negroes to their own use which was actually done in the lifetime of the said E. W. Nicholson but for mistake for the mistake of E. W. Nicholson they had must find that relief which the penal laws of the Commonwealth against gaming contemplated they should receive your orators and orators state that the three negroes conveyed to Williams and Johnson by their father in his lifetime was to secure the

payment of a debt if not instantly and immediately a gaming debt was a debt ~~in part~~ in part and immediately an a gaming consideration and that to within the knowledge of Williams and Johnson and therefore that time the death of the father of ^{you} orator and orators Charles and P. L. W. Nicholson they are entitled to the said slaves or their value and have a right to have demand and receive the same of Williams and Johnson in consideration whereof and in as much as your orators and orators reminded in the premises by the institution of a Court of Chancery they pray that E. W. Nicholson and Benjamin W. Johnson may be made defendants hereto and that upon their corporate oaths they be compelled to answer all and singular the allegations herein contained in as full true perfect and unvarious a manner as if the same were here again repeated and they think more particularly interrogated but make especially that they set forth and say whether they did not purchase a debt due from E. W. Nicholson to a certain Michael Leonard of two hundred dollars at a reduced price knowing the same to be a gaming debt: also whether they did not purchase a debt of ninety dollars of John Day one of ninety dollars of Bay? W. Johnson and one of fifty two dollars of Dr. Geo. & Thomas all due from E. W. Nicholson knowing the same to be gaming debts: and further that they set forth and say whether the bond executed by E. W. Nicholson to them on the twentieth day of September in the year one thousand eight hundred and five for the sum of one hundred and forty eight pounds eight shillings and five pence half penny was not for the purpose of securing the payment of the above claims purchased of Leonard, Day, Thomas and Johnson including one or two other

Trifling claims? And further the said petitioners and
Johnson are required most explicitly to say whether the
dual trust on the three negroes above mentioned entered
by Eth^d Nicholson in his lifetime to them was not to
secure the payment of the money due by said bond
including other demands: And also whether the
said negroes have not been disposed of by virtue of the
deed by which they were conveyed to Williams and
Johnson: and whether Johnson and Williams do
not have the said negroes in their possession and
convert them to their own use and your orators and
oratrix pray that your worshipps would direct that
the said Williams and Johnson pay to your orators
and oratrix the aforesaid sum of two hundred
pounds seventy pence with six per cent interest there-
= on from the time of the sale of said negroes
And your orators and oratrix pray that your worshipps
would grant such other and further relief in
the premises as may be consistent with equity
and they pray that the Commonwealths
H^{ty} may issue Commanding &c

Nicholson
Wharton } Bill
copy

1st } Answer

2nd } adn.?

all filed & rule

now filed & Repd. Genl.

Leonard dep. filed

To be dismissed

Nov. 1818

(Dismissed)

The separate answer of Thos. Williams to the bill
of complaint exhibited against himself in
Burgess in W. Johnston in the county court of South
ampton by Wm. C. Beckwith and others
~~the reason being~~

This respondent having and now
to turn self all benefit of exception to the manifold
errors uncertain as, and abuses in the complaint
made to said Bill contained, for answer thereto or to some
much thereof as he is advised it is material for him
to make some answer, he answering Saith, That the
decedent ~~the said~~ Ethelred Necholson in his life time became
indebted to Williams & Johnston in about the sum of
fifty Dollars for goods ware and merchandise
and delivered by them to the said Ethelred for which
this respondent took the said Ethelreds Bond, that after
wards, this respondent as one of the partners of the said
firm, furnished to a certain Ethelred Edmunds, with
goods to the amount of fifty Dollars, in consequence
of the direction of the said Ethelred Necholson, who
stated that he was justly indebted to the said Edmunds
that amount for money advanced to the said
Edmunds to him, to replace his property from
execution which had been levied thereon, that these
several demands which this respondent had upon the
said Ethelred Necholson as one of the partners, were
by him, and by the consent of his copartner B. Johnston
transferred on a settlement between them to the
said Edmunds. This respondent most positively denies
that he ever paid out any sum with the said Necholson
or made use of him in any subject whatever

This respondent further denies having any knowledge of the
transactions which have been stated by the compl.
to have taken place between the said B. W. Johnston
and his estate - Denying all combination and
of the party to be hence disengaged with his co-defendant
of behalf most improperly sustained - without this
Gerrit W. Williams

Don't think to get

Gerrit W. Williams this day made oath
before me as magistrate of said county that the
foregoing answer contains the truth so far as he
knows of same. Given under my hand
24th Novr 1808.

Saml. B. Smith

Johnson }
adv } Answer
Nicholson }

The Separate answer of Benjamin W. Johnston to the bill
of complaint exhibited against him and Thos. Williams in
the worshipful court of Southampton county by Nath. Nicholson adm^r
of Etheldred Nicholson dec^d and Charles and Polly Edmund
Nicholson heirs and infant children of Etheldred Nicholson
dec^d.

This respondent having and assuming to himself all man-
ner of benefit of exception to the manifold errors falsehoods and absurdities
in the Complainant's bill contained, for answer thereto or to so much thereof
as he is advised it is material for him to make answer to, he avers
that in the month of October in the year 1804 this respondent commenced
business in the mercantile line with his partner Thos. Williams at
the Cross Roads in the county of Southampton that some short time after
the commencement of business Etheldred Nicholson applied to them here
for permission to deal in the said house on credit and on obtaining
therefor, purchased at sundry times various articles which were regularly
charged in the Books of the concern to the said Nicholson, that some time in
the year 1805 the said Nicholson closed his running account with the concern
by executing his bond for the amount thereof. This Respondent
denies most positively, that ^{the} allegation in the said bill which
states that Etheldred Nicholson paid to Thos. Williams
and himself £270 of gaming money. He positively denies
any combination with any person or persons to cheat
or defraud the said Etheldred Nicholson, as is most
improperly alledged against him. He denies that Williams
and himself "offered the certain certain Terms to three
creditors of Nicholson" as is erroneously set forth in
the bill. He denies that ^{until Nicholson requested him to take up their debts} ever purchased, or that Williams
and himself ever purchased any ^{debt or} debts of Nicholson for
one fourth of its or their ^{nominal} value, as is likewise untrue
stated by the complaint and he expressly denies that he
and Williams or either of them purchased the particular
claims specified in the bill at one fourth of their ^{nominal}
amount. He admits that the ^{large} bond of ~~£270~~ ^{which was made up} was made up
by the small bond to Williams (which was founded on a
legal consideration) and the amount of an order from Nicholson
in favor of Michael Leonard for \$200. another order in favor

of John Day for \$90, one of \$90 in favor of W. Respondent
and of \$52 in favor of George G. Thomas. He states that
they (Williams and Johnston) took up the orders aforesaid
which are hereto annexed as a part of this answer, at
the particular request of the said Nicholson. He believes
that the drawers of some of the above orders had no
money of Nicholson, but for any thing he knows
to the contrary, he might have owed them debts of
fair and legal characters, nor is it reasonable to expect
that your Respondent can know whether Nicholson was
or was not indebted to Leonard & Day & upon any other
score. Your Respondent states also that the large bond
before alluded to amounted with interest on the 12th of
Novr 1805 to £149.18, that the said Nicholson afterwards
became indebted to him in other large sums, as will
more fully appear by reference to an account hereto
annexed and also prayed to be taken as a part of
this bill. He avers that the said account (which for
greater certain is marked B) is true and just. He avers
further, that the charges therein, including the
amount of the large bond aforesaid, and a small
note afterwards given by your Respondent, amount
to £270, which was the amount the three negroes sold
for who were conveyed by the deed of trust in the
bill mentioned. He annexes hereto a receipt given by
Eth^d Edwards to Williams & Johnston for £15. which
supports one of the charges in the said account, indeed
he can easily establish the other charges therein made
but he is advised, that no proof of that kind is
necessary to be furnished.

This Respondent lastly prays to be
hence dismissed with his costs in this behalf expended

Subscribed & sworn to before me this 22 day of June 1808
Geo. G. G. G.

M Paine

Nichols and 33
in $\frac{3}{3}$ degree north
of station & William

to Sept 1808
August 30th 1808

Executed

Thos. Hamby Deputy
of
Sam. Edwards

Sampton, August Court 1808

Heath & Nicholson admrs of Ch^h Nicholson & others Compt^s

Against

Benjamin W. Johnston & Spradley William Dpts. S

In Chancery

This cause was this day, heard on the bill of the complainant
and arguments of counsel, on considerations whereof it is decreed
and ordered that unless the defendant William do appear here
and answer the complainants said bill on or before the next
Court to be holden on the month of September next, that
the same be taken pro confesso as to him & a decree
entered according to the prayer of the Bill

Benj. Cobb & c

Nicholson ex. } Spw
as } in
Johnston } Chancery
To March 1807

Exceds 16 Feb 7

1807—

Robt Mabry M^{rs}

^{ms}
The Commonwealth of Virginia to the Sheriff of T. Co. County
greeting you are hereby commanded to summon Benjamin W.
Johnston to appear before the justices of our said Court
at the Court house on the third Monday in March next
to answer a bill in Chancery exhibited against him by
Stith Nicholson ad^m of Elisha Nicholson, Charles Nicholson
and Polly Edmunds Nicholson heirs and infant children
of Elisha Nicholson by Stith Nicholson their next
friend, and have then there the writ return'd Shew
cause of our said Court at the Ct house the 26th day of
January 1807 and in the 31st year of the Commonwealth

James G. Davis

Nicholas Lotkey
 v. J. Spa
 William ⁱⁿ Chancery

To June 1808

1808 may
 Executed
 Tho. Hanky Deputy
 of
 Lem Calvert Cliff

The Commonwealthe of Virginia to the Sheriff of Southampton
County greeting, you are hereby commanded to summon
Spalley, William to appear before the justice of our said
court on the third monday in June next to answer
a bill in Chancery exhibited against him by Seth Nickerson
- son and adm^r of Edward Nickerson dec^d, Charles Nickerson
and Polly Nickerson his wife & infants children of E^d Nickerson
dec^d by Seth Nickerson their next friends
and they he shall in no wise omit under the penalty
of £100, And have them there they were writing
James H. Wells clerk of our said Court the 4th day
of April 1808 in 32nd Year of the same

Dorothy d.C.

Nichols
in } cont.
Whitson &c }

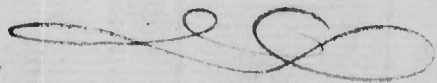
The Commonwealth of Virginia to, James Miller and James
Blunt

Gentlemen greeting:

Know ye that we trusting to your fidelity and provident-
circumspection is diligently examining whatsoever -
witnesses as well on behalf of John Nicholas administrator
of Elizabeth Nicholas deceased, & Charles Nicholas &
Polly Edmund Nicholas infant children of the said
Elizabeth Nicholas plrs. as on behalf of Benjamin
W. Johnson and Spradley Williams defendants.

Command you that at such places & on such times
as you may appoint you call and cause to come
before you, the witnesses aforesaid, (and diligently
examine them on the Holy Evangelists of Almighty
God, and their examinations into our County Court
of Southampton without delay you send (and
certify, inclosing also this writ. Witness
Samuel Kello clerk of our said Court, at his
office the 5th day of July 1809. in the
34th year of the Commonwealth

Saml. Kello



Messrs. Bay, M^r Johnston & Spootley Millman

Take notice that I shall on Saturday
the 29th day of this present month, July, between
the hours of 10 o'clock A. M. and 5 o'clock P. M.
of that day at Bethlehem in ^{the} Tavern of Michael
Leonard proceed to take the depositions of
John Day & Michael Leonard to be
read as evidence in a suit in Chancery
now depending & undetermined in the County
Court of Southampton between myself
admt of Elizabeth Nicholson dec^d and Charles
Nicholson & Polly Edmunds Nicholson infants
children of the said Elizabeth Nicholson jf^{ss}, and
your selves defendants, when and where you
may attend if you think proper

July 17th 1802

Elizabeth Nicholson d^d
of Elizabeth Nicholson
Charles Nicholson
Polly E. Nicholson

July 17th 1809,

We Benjamin M. Johnston
and Spradley Williams do hereby acknowledge
the receipt of the within notice, Given
under our hands the day & date above.

M Johnston
S. Williams

Nicholson } Michael
vs } Leonard
Whinton & } Deposition

March 26 1810
filed —

To

The Clerk of Southampton Court

Southampton to Wit 1809 July 29. —

By virtue of a commission from the court
of the said county to us directed bearing date July 1809
we the undersigned James Miliar & Samuel Plant at
the house of Michael Leonard in the county aforesaid
have proceeded to take the deposition of Michael
Leonard to be read in aid

in a suit in chancery now depending and undetermined
in the County court of Southampton between Seth
Nichols Administrator of Etheldred Nicholson decd.
and Charles Nicholson & Polly Edmunds Nicholsons in-
fants, children of the said Etheldred Nicholson plaintiffs
and Benjamin W. Johnson and Spratly Williams defen-
dants; the said Michael Leonard being of lawful age
and first sworn on the Holy Evangelists of Almighty God
deposeth & saith.

Question 1st to Michael Leonard

Did you or did you not ^{sell} Benjamin W. Johnson
a Debt against Etheldred Nicholson which originated
from farming? Answer I did. Question 2^d do you
recollect to what amount. Answer I do not. Question 3

do you recollect Benjamin W. Johnson's having purchased
any farming debt or debts of John Day which said Day
had against the 1st Etheldred Nicholson? Answer not of
my own knowledge but I heard John Day say he had
sold, and Benjamin W. Johnson, that he had bought
a farming debt of ~~John Day~~ Etheldred Nicholson's,
and this deponent further says, that he was of him, that
John Day was of him, that Doctor George Thomas was of
him, and he believes Benjamin W. Johnson was of him.

by the said Whit and Nicholson and further this
Dependent with not

McK. Leonard

Subscribed and sworn to before us the
day & date above written

James Millar JP
Saml. Hunt JP

Accepted 9. Sept. 1805

William F. Johnston

1805 Sept. 9.

Recd. The amount of the above
Acceptance.

W. F. Johnston

Sixty days after date Please pay Mch^r
Lebanon or order Two hundred Dollars lawful
Money of the United ^{States} and please same to act
Mess^{rs} Williams & Johnston With y^{rs} Rec^d
Mess^{rs} Bulkeleyham
Cross Keys Sept 9th 1803

Charles Knapton

Accepted

William Johnston

Sirs. Please Pay. Geo. G. Thomas
Fifty Two Dollars. in your store
I charge the same to my A/c.

To William Johnston

11. Sept. 1805 E. D. Nicholson

Accepted. William Hamilton

Sept. 11. 1805

Mrs. Pears. Pay. Mr Johnston or
Order Ninety Dollars. I charge
the same to my account

To Williams Johnston & M^d Nicholson
Witness.

11. Sept. 1805.

Murphy

Williams Johnston

Sir. Please Pay. John Bay or
Order. ninety Dollars. in gold
out of your store. I place the
same to my. account.

To: Williams & Houston & Thos. Nicholas
Witness.

1845 November 6th Received of Ethelreda Nicholson
through the hands of William Johnston the sum
of Fifty Dollars — which sum was sent
by me to the said Nicholson

Witness
my hand

William Woodward

Ethelreda Nicholson

Mildred Nicholas
To E. H. Hale
William Pittman
Meyers.

J. Wheelers Nicholas of Sussex County State
of Virginia. Have. agreeable to a deed in part
executed by me on the 11th day of September 1805
to George G. Thomas. of Lancaster to secure
a debt due to Williams Johnston of said County.
"have for and in consideration of the sum of
Nine Hundred Dollars. to me in hand paid
by said Williams Johnston. granted bargained
sold & delivered. and by these presents doth
grant bargain sell and deliver to the said
Williams Johnston. His heirs heirs assigns
forever. three Negroes. namely. Rob. Mille
Living, and do for myself my heirs executors
administrators every other Person whatsoever. Warrant
and defend the Title of s^d Negroes. unto him
the s^d Williams Johnston. his heirs assigns
with their future increase from this day.

In Witness whereof I have hereunto
set my hand & seal this Twelfth day of
November. One thousand eight hundred & five
Dollars Acknowledged
in Presence of E. W. Nicholas

B. J. The Key
Culvin Barrow

1817. September, 23rd. Rec^d. from Bⁿ. Johnston his
Note. for 81. 2^d 98. Cts. being the Amount of his
Note: which stated: Int^r. to this time: and also
includes. One half. of the. Int. Accrued. in the Chancery
Suit. heretofore. depending: between us: which is now
Dismissed. — which. Int. is. Presumed. to be. Lost.

Witness.

Math. Nicholson

Samuel Day

B

Statement of
Settlement made
with Bⁿ. Johnston
Nov^r. 12. 1805. Bⁿ
Balance. due 26
September. 1817.

Dr. Mr. Ethelred Nicholson in ac with

1805

P. W. Johnston

Novem 12

To Amount of bond returned to
Williams Johnston — £149.18

To Amount your Tavern Bill
to BMJ — 24.6.4

To so much paid Ethelred Edmunds.
for that I am lent you — 15. —

To one. Dark. Grey. Gelding — 60. —

To one. Sorrel Mare — 30. —

To my Note for the bal. payable
Jany. Count 1806 — 12.15.8

1805

By

£ 270. —

November 12. By Purchase money for boy. mink — £90. —

By — — for Man Bob — 120. —

By — — for Girl. Jimmy — 60. —
£ 270

P. Nicholson
of ^{& dcd in} Trust.
Thomas: Trustee.

make — 300
Ap^l — 400.
James L
Manning & Son
Charles Richardson 4000
)

£148. 8. 5 1/2

This Indenture made this Eleventh day of September
One thousand eight hundred and five Between —
Ethelred Nicholson of Super County of the first
Part, Spratley Williams, of the same County Merchants
and Partners Trading under the firm of Williams
& Johnston of Southampton County of the second Part
and George G. Thomas of same County of the
third Part. Witnesseth, that Whereas the said
Ethelred Nicholson, stands justly indebted unto the
said Williams & Johnston. By his obligation of this
day for the sum of One hundred. Forty eight Pounds
8/5 1/2. Current Money of Virginia on demand. —

Now this Indenture further Witnesseth, that the
said Ethelred Nicholson hath for and in consideration
of the sum of One Dollar to him in hand paid
by the said George G. Thomas. Hath granted
Bargained sold. & delivered. and by these Presents
doth grant bargain, make over sell and deliver to
the said George G. Thomas, and to his heirs & assigns
Three Negroes. namely. Negro man Bob. Girl.
Living. and boy. Mike. — To and for the
following intent use & purpose, that is to say.
He the said George G. Thomas. may. and
shall at any time after the 25 day of
December next ensuing. Being thereunto required
by either of the Parties, sell: at Publick sale
for Ready money. giving Ten days Publick Notice
of such. sale, all. or so many of the above
named

Negroes as will be of value sufficient
to Pay and satisfy the said Williams &
Johnston. the amount of the aforesaid debt
the interest accruing thereon to the time of
such sale, Together with any other expense of
carrying this Present indenture into full effect

And the said Edward Nicholas
doth for himself his heirs executors & assigns
and every other persons whatsoever. Warrant
and defend the Title of the said Negroes unto
him the said George J. Thomas. his heirs &
assigns — All which whereof each of the
Parties have hereunto set their hands & seals.
this Eleventh day of September 1805.

Sealed. Signed & acknowledged
in Presence of

Measures
Spratley Pope
Cuthbert Barrow

~~Edward Nicholas~~ Seal

Williams & Johnston Seal

George J. Thomas Seal

1806 November. 12 Received of Edward
Nicholson the sum of One Hundred & Forty
Nine Pounds. 18/ in full of the debt & parts
within mentioned
M Johnston

1817. Sept. 23? Recd. of M. Johnston. One Half of the Amount
of each of the within Bills of Exchange included. in his Note of
Paid — — —
Commande Lay
Jeth Nicholson

Steak Nicholson & Co	Nicholson & Co	Plaintiffs Certs Etc.	\$4.90
ex	In Chancery	attorney's Fee & Tax	5.50
Johnson & Williams	Sherriff		0.90
			<u>\$11.30</u>

Defendants Certs (to Mr.)	\$2.85
attorneys Fee	5.00
	<u>\$7.85</u>
For	James Rochelle