

1829-013 SOUTHAMPTON COUNTY  
CHANCERY PAPERS

TREZVANT, ux VS. TREZVANT

1/1829

Other surnames: Waddill

Received

of  
Received

Deene

1829 January deene as per  
deene filed 8<sup>th</sup>

To the worshipful the County Court of Southampton in obeying humbly Complaining Sheweth  
unto your. worship your. Orator & Oratrix Theodore  
& Mary V. Hazard formerly Wooddell. That  
at that time previous to the intermarriage of  
your. Orator & Oratrix a marriage contract was  
entered into between them & a certain sum to  
Hazard. Conveying to the latter all the right  
which the said Theodore & Mary V. had or  
might have to or in certain property in the  
said contract ~~intended~~ which he the  
said Lewis C. took not for his own use or  
benefit. but to be used by him & controlled  
merely as a trustee and applied to the use  
& maintenance of your. Orator & Oratrix the  
manner of which was for the most part  
particularly specified. — That the said  
Lewis C. Hazard did enter upon his duties  
as trustee as aforesaid & and acted as such  
for some short length of time. but has  
lately declined or refused to act any longer  
in that Capacity by which your Orator &  
Oratrix are greatly injured. and pray the  
interference of this worshipful Court. —  
They do not wish any Compulsory measures at

the said Lewis & Fitzgerald but that their  
intent can as well be subverted by the  
appointment of another trustee where they pray  
this <sup>and the 1<sup>st</sup> Lewis & Fitzgerald made a party hereto</sup> worshipful Court may be done together  
with all other relief which may be deemed  
equitable & just. As in equity they will ever  
pray &c —  
Theodore Fitzgerald  
Mary V Fitzgerald

The Answer of Lewis & Fitzgerald to the  
bill of complaint in this Court exhibits  
a full answer thereto admits the  
truth of the Compt<sup>rs</sup> allegations in their bill  
set forth. So far as regards the contract  
he admits that he has not had it in his  
power to attend to the subjects in the manner  
where might produce the greatest profit to  
the parties but denies any despothism on his  
part to do any thing which is not perfectly  
just & proper so far as he is able. he has  
no objection to the appointment of another  
trustee and such other matters as the court  
may decree in order to effect that object  
and having fully answered prays to be dis-  
missed —  
Lewis & Fitzgerald

Fitzgerald }  
Fitzgerald } Deane

This cause this day came on to be  
heard upon the bill & answer. Deane argued &c  
whereupon the Court with ~~expressed~~  
trustee to act under the  
mentioned in the same  
bill of contract in this same manner for the  
same purposes & in to the same obligations  
& responsibility that the said Lewis & Fitzgerald  
took upon himself on the said contracts and  
that the said Lewis & Fitzgerald pay over to the  
said all the funds in his hands  
& have a settlement with him of his transactions  
as trustee —