

1834-044 SOUTHAMPTON COUNTY UNDERWOOD et al vs. STEPHENSON
CHANCERY PAPERS

7/1834

other SURNAMES: Smith
Turner, Bittle, Waller, Gray
Nicholson, Doyle, Beale, Bryant,
Simmons, Gualey, Drewry,
Thomas, Pochelle

Underwood &c

as { Papers.

Stephenson

1832 Jan'y. Bill filed

" June - set for hearing

" Nov. Ct. Continued

1833 Apr. Anor. filed by leave of
the Court & Court.

1834 July - Decree for Dft.

Defendants Costs

Pltks. - \$2.79

Shff 3.50

Printer 2.00

Law. - 16.66

\$24.45

fe for up?

To the Honorable Robert B Taylor Judge of
the superior court of law and chancery for the coun-
ty of Southampton in chancery sitting

Humblly complaining shew unto your honour your
orators and oratrices Edmund Underwood son of
Wiley Underwood deceased Harrison Smith ^{and} ~~in right~~
~~of~~ his wife Lucy formerly Lucy Underwood Nancy
Turner orphan of Edwin Turner and Martha his
wife formerly Martha Underwood who sues by
James E Beale her next friend Brewy Bittle
son of Henry Bittle and Margantte his wife
formerly Margantte Underwood Eosper Walker and
~~right~~ of his wife Evelina formerly Evelina Bittle
daughter of the said Brewy and Margantte
John Nicholson and ~~right~~ of his wife Frances Kate
Frances Bittle Margantte Doyle ^{widow & child of Henry Doyle dec} formerly
Margantte Bittle daughters of the said Brewy
and Margantte Margantte Bittle an infant
under the age of twenty one years orphan of Fanny
Bittle deceased son of the said Brewy and
Margantte who sues by James E Beale her
next friend James E Beale and ~~right~~ of his wife
Martha formerly Martha Bryant daughter of
Bayley Bryant & Wizzy his wife who was before
inter-married Wizzy Underwood Jacob and Samuel

Bryant in fact sons of the said Baley and
Dizzy Bryant who sue in this behalf by Baley
Bryant their next friend - That they are the
sole heirs and distributees of Thomas Underwood
deceased who departed this life in 1838 intestate.

That the said Thomas for many years before
his death was addicted to habits of intemperance
in consequence of which his mind and memory
became much impaired in so much that he was
for the most part entirely disqualified for
the transaction of business. That in this helpless
situation being possessed of considerable property
both real and personal he fell an easy prey to
the designs of sharpers - That during this period
and whilst in a state of complete drunken-
ness he sold and conveyed a negro girl by
the name of Louisa worth at least \$300 to one
Amos Stephenson for the paltry sum of \$80.
The bill of sale for the said negro girl
being of record in the clerk's office of the
county court of Southampton dated the 19th day
of January in the year 1829 a copy of which is
herein annexed to and may be taken as

part of this bill.

Your orators and oratrixes rely not only
upon the gross inadequacy of price to show
the fraud and circumvention attending this
transaction but expect to prove by incontrover-
tible testimony the absolute infirmity of the
said Thomas Underwood at the very time he
made any contract that would be considered
obligatory in a court of chancery where mat-
ters of fraud and deception are peculiarly
recognizable and always relined.

Your orators and oratrixes therefore pray in
order that relief may be had in the premises
that the said Amos Stephenson may be made
defendant here to with apt and proper words
to charge him, and that he may be compe-
lled upon his solemn oath to answer the same
fully and explicitly - That the said bill of sale
may be decreed by your honor utterly void
and of no effect and that the same may
be set aside and annulled - That the said
Amos Stephenson may be compelled to restore
the said girl to the custody of the said

Woodward together with the amount of his
since she has been held by him subject
to distribution among the persons respectably in-
titled upon his being paid the sum actually
advanced by him with interest and present
such other and further general relief touching
the premises as to your honor may seem right
and expedient and that the ~~court~~ writ of habeas corpus
may issue commanding &c
and your orders and orders will in prayer
Gray & Parker Jr

Done

done January 6th 1832.

Attest

Woodward and
other

~~Underwood~~ Stephens

~~to~~ 3 mi.

Underwood ch ad.

no 3 Answer of dist
Major ~~f~~ ~~R~~

Stephenson

April 3/1833-

To the Honorable Robert B. Taylor Judge of the Circuit
Superior Court of Law and Chancery for the County
of Southampton sitting in Chancery.

The answer of amon Stephenson to a Bill of Complaint
exhibited to this Honorable Court against y^r Respondent
by Edmund Underwood & others heirs of Thomas Under-
wood dec^d. This Respondent, saving to himself all benefit
of exception to the error, and misstatements in the s^d Bill
contained, for answer to its allegations answering says -

That he does not deny that the pl^{ffs} are the next of kin
to Thomas Underwood dec^d who died without issue, never
having been married - He admits that he acquired the
negro slave in the bill mentioned, and took as the evidence
of his title the bill of sale exhibited - but he denies that
at the time of making it the said Thomas Underwood
was intoxicated or in any respect incapable of making
contracts, and disposing of his property - He states too
that tho' the bill of sale describes the sum of eighty dollars
as the consideration of the same, the contract was not
in fact a sale, but an exchange of negroes made at
the request of the said Underwood, and under circum-
stances which he will explain - He states, that the said
Thomas Underwood, was not attached to his own kindred
by any ties of affection, and often declared that he
did not intend that they sh^d enjoy his estate - That as
a neighbor and friend he always received feelings
of affectionate regard to y^{our} Respondent, and one
or two other friends - that governed, he has no doubt,
in part by these feelings, and being embarrassed, and

wishing to retain possession of his negro slaves for life, the
said Thomas Underwood, on the 10.th day of Feby. 1827, by
deed, in consideration of Twelve Hundred dollars to
him paid by your Respondent, conveyed to this Respondent
certain negro slaves therein named, ^{and their increase} reserving to himself
"the use and labour of them & their increase, so long and so
long only as he should live." which deed was duly attested
and admitted to record in the Clerk's office of the County
Court of Southampton, a copy whereof, is thus recorded
duly attested, marked A is herewith exhibited as a
part of this answer. That amongst the slaves therein con-
veyed, was a negro woman named Arena. That she
proved to be so vicious and ungovernable, and the said
Thomas' engagements rendering it necessary that another
of his slaves should be sold, ~~he~~ proposed to your Respon-
dent to suffer this woman Arena to be sold by the
sheriff of this County in lieu of the woman Louiza
who was aged about sixteen years. That in compliance
with this proposition, your Respondent executed to Thomas
Underwood his bill of sale for Arena, and the said
Thomas executed ~~that~~ in the Bill exhibited, that
they were both executed on the same day, and
both admitted to record on the same day, as
will more fully appear by reference to ^{a copy of} the said
Bill of sale herewith exhibited marked (B), that
your Respondent took Louiza into possession, and
afterwards hired her to the said Thomas Underwood
and Arena was sold by the sheriff, and the proceeds
applied to the payment of Est. against the said

Thomas Underwood - Your Respondent is of opinion that the
- was worth more than Louiza but to oblige his friend
he assented to the proposition of exchange - and states that
the contract was one of exchange merely, and the considera-
- tion named in each bill of sale nominal merely -
He denies all fraud, or circumvention, or any effort
on his part at any time to exert improper influence
over the said Thomas Underwood dec^d and praying ac-
- cused prays to be hence dismissed &c -

J. G. Mason for Def^t

A. Stephenson
Att^y

~~Underwood~~

" } notes of Defects
Stephenson Counsel.

Underwood & ad.

27
Stephenson.

The plffs. heir of Thos. Underwood dec^d. complain of a deed for a negro boy, made by dec^d to deft. on the 19.th Jan'y. 1829, and ask that it may be annulled on two grounds.

1. gross inadequacy of price, \$80 being specified in the deed, as the consideration -

2. that Thos. Underwood was drunk & incapable of contracting at the time of its execution.

The answer denies both allegations: it ~~explains~~ that the contract was not one of sale, but of exchange. That a more valuable negro named Arena, was on the same day conveyed by Deft to ~~Stephenson~~ Underwood, to be sold by the Sheriff in execution, at the instance of Underwood, & for reasons which were sensible - That this intemperate, Mr. Underwood was sober & treating about the ~~sale~~ exchange, in making it & in carrying it into effect.

In support of the Bill, the plffs produce only one witness Capt Edwin Gray, who wrote the Bill of sale - his recollection is not very distinct - he was requested by ^{Stephenson} Underwood to write the bill of sale, and from conversation which he overheard, while engaged in writing, he formed an opinion that the contract was for the loan of money from Stephenson and the deed intended only as a lien with privilege of redemption - This deed is an unconditional bill of sale: he thinks Underwood was drunk.

The Defendants prove, by James Rochelle, that a short time before court, Underwood & Stephenson applied to him to know if an exchange could be made of a negro in the deed of 1827.

that he advised them it could be done -
John M. Gurley, proves that he saw Underwood here, that is at Seneca
on the 19th Jan'y. 1829, who told him he would sell Anna because
his negro men quarrelled about her - that he was sober &c. that
Anna was of greater value than Louisa, & that Anna was in the
deed to Stephenson
Eph. Drury proves that Jan'y Ct. was held on the 19th & on that day Anna
was sold to pay Underwood's debts.

J. W. Thomas is the subscribing witness, and showed no evidence
of drunkenness at the execution of the deed.

Edwin Seimons & Valentine Simmons prove recognitions of
the contract immediately after, when sober, by Underwood
when sober, wholly excluding the idea of his incapacity -

The deed was acknowledged at a subsequent day, when
there is no pretence that the grantor was drunk.

It is submitted, therefore, for the Defendant, that there is no
proof sufficient to sustain the Bill & that it ~~ought~~ to
be dismissed -

Mason. for Defat.

Underwood to
Stephenson

The plaintiff contends, and respectfully
submits to this honourable court whether from the known
and established fact of the long continued habit of intoxication
of Thomas Underwood (as will appear by the depositions
and accepts for andlent spirits &c. the said Underwood
being in the case) he was competent at the time
to contract in any manner and whether such a state
of mind was not procured in the said Underwood
so would vitiate any contract of an unfair na-
ture entered into by him -

The deponent, Edwin Gray states he was

at the impression that Underwood was only
conveying the property as a security for money to
be loaned by Stephenson to Underwood and says
he would not have been assenting to any
act of Underwood that would have deprived
him (Underwood) of his property - and the
conversation which he overheard because it took
place at his elbow while he was engaged
in entering the conveyance went to confirm
- make the impression on him that
it was only a loan & not to be a transfer in
fee simple - The notorious habits confirmed
intemperance of Underwood is alleged on record
this contract as being obtained by fraud & cir-
cumvention of the said Underwood by the said
Stephenson -

Gray, atty

c
Smith et al

b. s. b.

n { Sp. in lch

Stephenson

To September Term 1831

Gray & Parker

Executed by [redacted]
a true copy to [redacted]
Stephenson on Sept. 1/1831

J. H. Schull Dyk
b. Rochelle St

tax ch

^{no} The Commonwealth of Virginia to the Sheriff of Southampton County
Greeting, We command you to summon Amos Stephenson to appear
before the Judge of our Circuit Superior Court of Law and Chancery for
the County aforesaid at the Courthouse on the first day of the Term of the
said Court to be held in the month of September next, to answer a
bill exhibited against him in the said Court by Harrison Smith
in right of his wife Lucy, formerly Lucy Underwood, Nancy Turner,
orphan of Edwin Turner and Patsy his wife formerly Patsy Un-
derwood, by her next friend James E Beale, Edmund Underwood,
Dewey Bittle, Cooper Waller in right of his wife Elvira formerly
Bittle, John Nicholson in right of his wife Frances, Trajan Doyle,
in right of his wife, Margaret, Margaret Bittle and Henry
Bittle infants under the age of twenty one years by their next friend
James E Beale, James E Beale in right of his wife Margaret, &
Jacob Bryant and Samuel Bryant infants under the age of twenty
one years by their next friend Bailey Bryant - And unless the
said defendant shall ^{answer} the said bill within four months thereafter
the Court will take the same for confessed and decree the matter
thereof accordingly - And this he shall in no wise omit under the
penalty of \$100. And have them there this writ. Witness James
Rochelle Clerk of our said Court at his Office the 24th day of July
1831 in the 56th year of the Commonwealth.

James Rochelle Clk

(Endorse the time of executing this process - serve the deft. with a copy)

Mudwood & ad
in Corn^r &c
Stephenson

The Commonwealth of Virginia to

Gentlemen Justices of the Peace for the County of
Southampton. Greeting. Know Ye, that we trusting in your fidelity and
provident Circumspection in diligently examining whatsoever witnesses as
well on behalf of the plaintiffs as of the defendant in a suit in Chancery
now depending in the Circuit Superior Court of Law and Chancery for the
County of Southampton in which Edmund Underwood, Harrison Smith
in right of his wife Lucy, Nancy Turner orphan of Edmund Turner
and Martha his wife, who sues by James E Beale her next friend
Drewry Bittle, Cooper Waller in right of his wife Evelina, John
Nicholson in right of his wife Francis, Margaret Doyle, Margaret
Bittle an infant by James E Beale her next friend, James E Beale
in right of his wife Martha, Jacob & Samuel Bryant infants by
Barley Bryant their next friend are plaintiffs and Amos Ste-
phenson defendant, command you or any two or more of you that at
such certain time and place as you shall appoint you assemble your-
selves and the witnesses before you, you call and cause to come and
diligently examine on the Holy Evangelist of Almighty God &
their examinations into our said Court distinctly and plainly
under your hands and seals without delay you send & certify
enclosed, returning also this writ Witness James Rochelle clerk
of our said Circuit Superior Court at the Courthouse this 14th day of
May 1832 in the 56th year of the Commonwealth.

James Rochelle clk

Underwood & Co
to E. M. T. W.
Stephens

Mr. Amos Stephenson

You will please to take notice, that on the ^{1th} ~~1st~~
day of May instant, at the Tavern of Richard S. Nicholson in the County
of Southampton between the hours of 10. o'clock in the morning and Sun-
set of the same day, I shall proceed to take the deposition of Edwin Gray
and perhaps others to be read in evidence, in a suit in Chancery now de-
pending in the Circuit Superior Court of Law and Chancery for the County
of Southampton in which myself and others are plaintiffs and you are
defendant.

Edmund Underwood.

May 1th 1832.

Southampton County to wit

This day personally appeared before me, Jesse
Drury, deputy of Carr Boward & I made
oath that Drury Bette acknowledged service
of the within notice the 20th July last and that
James W Beale Drury C Macartland John Nicholson
acknowledged the same July 21/1832, and Bailey
Bryant acknowledged the same July 28th/1832 and
that Edmund Wharmwood acknowledged the same
Aug⁷th/1832 and Margaret Doyle
acknowledged the same Aug⁸th/1832
Given under my hand this 11th
day of August 1832

Attest my notary
Jesse Drury

Stephenson
do 3 votes

Margaret Doyle
Aug 7th 1832
John Nicholson
Aug 28/1832
Bailey Bryant
Aug 20/1832
James W Beale
Aug 20/1832
Drury Bette
Aug 20/1832
The acknowledge service of the within notice

To. Edmund Underwood, Nancy Turner by James E Beale her next friend,
Drewry Battle, Cooper Waller in right of his wife Esclina, John
Nicholson in right of his wife Frances. Margaret Doyle, Margaret
Battle by James E Beale her next friend, James E Beale in right of
his wife Martha. Jacob and Samuel Bryant by Baley Bryant
their next friend -

You will please to take notice, that on the 21st
day of August next at the Court house of Southampton County in the
State of Virginia, between the hours of eight o'clock in the morning &
Sun set of the same day I shall proceed to take the depositions of
John M Gurley, James Rochelle and others to be read in evidence, in
a suit ^{in chancery} now depending in the Circuit Superior Court of Law & Chancery
for the County of Southampton aforesaid in which yourselves & Harrison
Smith in right of his wife are plaintiffs and I am defendant. but if
from any cause the said depositions should not be taken on that day,
the same will be taken on the next succeeding day between the hours
aforesaid.

Amos Stephens on

July 9th 1832.

Underwood & Co

as { stated

Stephenson

The Sheriff in place on this
notice & return. The return
to the Town & place —

Jan. 6/1834 (No deposition
accompanied it).

John Stephenson

Deputy Sheriff of the County
of the State of New York

Dec 11/1833

Mr. Amos Stephenson Sir

Take notice that I shall on the 19th
of October next at the town of Henry Washington in the County
of Gloucester between the hours of 9 o'clock am & 5 o'clock pm
proceed to take the deposition of Robert S. B. Bonnell &
other to be read as evidence in a suit now pending
the circuit Sup Court of Lane & Henry for the County of
Southampton in which I am plaintiff with
others & you are defendant

Sept - 19th - 1833

Yrs Respectfully

James W Beal

Pleff.

Underwood & Co

to 3 Deposition of
Stephenson

Edwin Gray

Came to hand sealed
May 15th 1832

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page. Some words like "Deposition" and "Stephenson" are visible.]

time? he was able to go about. Question 2nd by Mr. Conant. Did you understand from the parties in conversation that Stephenson was to advance money that day to Underwood? Answer I did — Question Did you hear any remarks ^{Stephenson} between and Underwood, that the amount of the bill of sale was for an exchange of negroes? Answer, I did not. Question ^{or him} Did you from all that you could gather from their conversation that Underwood was granting a fee simple or absolute title to the negro to Stephenson or that it was to act as an indemnity to Stephenson for money advanced on that day by Stephenson to Underwood? Answer, It was my impression that it was to act as an indemnity for the money. ~~impression that it was to act as an indemnity for~~ the money advanced by Stephenson and for that reason I did not

complete the bill of Sale agreeable to form — ⁴ Question — Did you
witness the bill of Sale? — Answer I do not recollect —
Question did you see any money paid by Stephenson to Underwood?
Answer I did not —

Question by the Defendants Council. Do you recollect the name
of the Negro mentioned in the bill of sale? I do not, but think
her name was Lucy — Question, Were you apprised of any facts
relative to the bill of sale? Answer I was not previous to writing
it and know nothing but the conversation which I overheard at
my elbow — Question Do you know that the conversation
which you heard relates to the Bill of Sale you were writing?
Answer, Certainly I do. Question, Have you any reason by which
you can determine that the conversation between the parties
relates to the bill of Sale which you were writing? Because
Mr Underwood said he would redeem the Negro —

Question Do you recollect the year in which you wrote
the bill of Sale alluded to? Answer I do not recollect
whether it was in 1828 or 1829 — It has been two or three
years since — Q — did you see Underwood sign
it? Answer I do not recollect — Q — If you
had thought Underwood incapable of doing business would
you have aided said Underwood in transferring his property by
drawing a bill of Sale or by lending any facility that Underwood
might afterwards regret? Answer I would not —
Q. By Opps Council: Would you have been instrumental

in transferring a title from Underwood to any person at that
time? Answer, I would not And further this deponent
says the not

Edwin Gray

Southampton Co to Wit

We James D. Maffentury and Alexander
P. Peters Justices of the Peace for the County aforesaid do hereby
certify that the foregoing deposition taken before us according
to Law — This 14th day of May 1832

Given under our hands and seals this day
and date before written —

J. D. Maffentury J. D. Seal
A. P. Peters J. P. Seal

2ft.

Underwood &
& { Depositions

Stephenson

Received Sealed August 21st
1832.

[Faint, mostly illegible handwritten notes and signatures in the left margin, including the word "Depositions" and various initials.]

1
The deposition of John Gurley Jasner Rochelle
and others, taken at the Court-house in the
Town of Jerusalem pursuant to notice
to be read in evidence, in a suit depending
in the circuit superior Court of chancery
for the County of Northampton wherein
Edmund Underwood and others are
Plaintiffs and James Stephenson
defendant the counsel for the respective
parties being present -

Edwin Simmons of Langhorne
being first sworn deposes &
swears, that in the year before last, in the Spring of
the year, Mr. Thos. Underwood came to the Defendant's
house, where this Deponent lived, and brought with
him the negro woman Loriga, and told Mr. Stephenson
that he had brought the girl, and delivered her up
to him, as his property - Mr. Stephenson asked Mr.
Underwood, if he could do without the girl - Mr.
Underwood said no, he could not conveniently -
Stephenson then told him, he would hire her to
him, to which he assented, and agreed to pay five
dollars for the balance of the year -

Question by the Defendant's counsel - Was Underwood intoxi-
cated? ~~Ans~~ No & he was not, ~~he~~ walked with the negro
from home, a distance of two miles - and I saw
no indication of drunkenness about him -

Question by Pltff's counsel. Did you frequently see Underwood
while you lived at Mr. Stephenson's. Ans. Yes he frequ-
ently came over to Mr. Stephenson's -

Question by Pliffs Counsel. Was Mr. Underwood in the habit of drinking to excess? Ans. He had been at times, and often drank more than he ought.

Question by same. Was he, in your opinion capable of transacting business, when he brought the negro over? Ans. He was, for he was not then drunk -

Question by Pliffs counsel. Were Mr. Stephenson and Mr. Underwood intimate & friendly, and did the former have a good deal of influence over him? Ans. They were near neighbors and friendly, but I never saw any improper influence exerted over him - or attempted -

Question by the same. Were not Mr. Underwood's mind and memory affected by drink? Ans. At times he was - but often for a week or ten days at a time, he could not get liquor to drink - when he attended to his business as usual, walked in his field when his hands worked, and from the field occasionally to Mr. Stephenson, and seemed to have as good understanding as he ever had -

Question. For some years before his death, were not his habits such, that his own negroes exercised improper control over him? - No sir - he had a good parcel of negroes, and governed them, as a master should do, except at times when he was entirely overcome by liquor -

Question by Defdts Counsel. Had Mr. Underwood a wife or child? Ans. Within -

his
Exhibiting numerous
marks

John M. Gurley, of lawful age, being sworn, saith,
Question by the Defendants' Counsel. Did you know Mr. Underwood, what was his age, and did you see him on or about the 19th day of Jan'y 1829?

Ans. I knew him from my infancy, was raised in his neighborhood, in 1829 I suppose he was about forty five years of age, and remember very well to have seen him at this place at the Sheriff's office on a Court day, the same day on which the negro Arrenda was sold by the Sheriff as his property. I am not positive but think it was Jan'y Court day 1829 -

Question by the same. Had Mr. Underwood any other negro named Arrenda? Ans. he had not, he had one named Arny

Question. Was she one of the negroes sold to Stephenson reserving Underwood's life Estate in her? I always understood so, and on the day of sale, Mr. Underwood told me, he had determined to have her sold because his negro men had been quarrelling & fighting about her -

Question by the same, what was the age of Arrenda? she was about twenty four or five years of age, and Mr. Underwood had given four or five hundred dollars for her without a child -

Question by the same - What was the age & value of Louisa? She was not then grown, being about twelve or thirteen, and I suppose was worth two hundred and fifty dollars -

Question by the same - What was the situation of Mr. Underwood on the day you speak of in regard to transacting business? Ans. He seemed to be perfectly cool, and entirely capable of managing his

his affair - I saw him in the early part of the day, but did not see him in the evening -

Question by Pltffs Council. For some years before his death, was not Mr. Underwood's mind affected by intemperance? Ans. When excited by liquor, he was so, his memory appearing to be short, often repeating questions, but when cool I saw no difference ^{in him}, and thought him as capable of transacting business as formerly -

Question by the same. When under the influence of liquor, do you think he was capable of transacting business as a prudent man? I do not think he was, when drunk, for when he commenced drinking, he would generally get so drunk for ten or fifteen days, that he could not walk, and would then cool out, and remain sober for some time - and in these intervals of sobriety I think he was capable of transacting business, when in his senses, I think he was not -

Question. Was he not frequently drunk? Ans. he was so pretty often - Question Was he not when drunk easily misled and imposed on? I never knew of his making any contract when in that situation, or any attempt to impose on him, I suppose he might have been - His negroes w^d take his keep, when so, no white person living with him, and do pretty much as they please.

Question. by the Pltffs Council. Did you ever hear Mr. Underwood complain of being overreached in the disposition of these negroes? I never did - He has often told me that he intended giving Mr. Beales wife seven or eight negroes, and myself some, and the rest to Mr. Stephenson, the Defat. Mr. Merson & Mr. San Rochelle

to his ~~other~~ relations other than Beales wife, he was violently
opposed - then conversation took place before he became
embarrassed - & afterwards became so embarrassed
that his estate was nearly insolvent, and I have no
doubt he disposed of the negroes as he intended

Geo. M. Greeley

Jesse Drewry being sworn, says - Question by Deft's Counsel

Did you act as Dep^y. Sheriff of this County, in Jan'y. 1829
& on what day of the month did the County Court of that
month occur? Ans? I did not act as dep^y. Sheriff, but
was employed to cry and sell all the property sold at
sheriff's sales - Jan'y. Court day was the 19th day of
the month -

Question by the same. Was any property of Thomas Under-
wood sold under execution on that day, and was

there a negro woman ^{named} Arrena so sold? Ans?

The returns of the Sheriff on an ~~ans~~ ⁱⁿ from the Clerk's
office of the Superior Court in favor of Cosby vs
Underwood, shows that a negro woman named
Arrena, with another, were sold that day as the
property of Thomas Underwood - Arrena for the price
of one hundred and seventy five dollars -

Jesse Drewry

John W. Thomas, of lawful age, being sworn—
Question by Defd's Counsel. Did you attest the execution of
the Bill of sale for Louiza & was it made on a court
day? Ans: I did, and I am positive it was made on
a court day, I recollect, Mr. Stephenson's coming into
the Clerk's office between 9 & 10 o'clock in the morning
^{before the meeting of the Court}
and requested me to write him a bill of sale - I
was so engaged, I could not do so, and Capt. Edwin
Hay wrote it, in a short time after -

Question by the same. What was Mr. Underwood's situation at
the time he acknowledged & you attested it? Ans:
I do not recollect whether he was drunk or sober -

Question by the same. Do you recollect any signs of drunken-
ness about him? I do not.

Question by the same. Was the paper left by the parties
in the office at that time to be recorded? Ans:
It was not. It appears by the Clerk's certificate, that it was
acknowledged by Thomas Underwood in the Clerk's
office ^{the 20th} April ~~last~~ 1827, and admitted to record -

Question by Plff's Counsel. Were you well acquainted with
Thomas Underwood, and was he not very intemperate
in his habits? Ans: I was not very well acquainted
with him - I knew him, & always understood he was
intemperate -

W. Thomas

James Rockelle, being sworn deposes as follows -

Question by Defd's Counsel. Were you a witness to the deed
from Thomas Underwood to Stephenson, dated 10th Feby.
1827, & under what circumstances was it executed?

Ans: I was a witness to the deed. Mr. Underwood was entirely
sober, & as much himself as I had ever seen him, when
he gave the deed. His property consisted of land and negroes,
and I understood that he was becoming embarrassed.
Question do you recollect any conversation with Underwood
and Stephenson about exchanging a negro conveyed
in that deed for another about the time of the act
of the last deed? Ans: I recollect, Mr. Underwood
and the Defd came to the office, a short time before
the execution of the deed for Louiza, whether one two
or three days I do not remember, and asked me, advised,
if they could exchange one of the negroes conveyed
in the deed to which I was a witness, for another.
I advised them that it could be done -

Question by the same. What was Mr. Underwood's situation at
that time? I considered him sober and capable
of making a contract as he usually was -

Question by the same. If you had desired to purchase
property of Underwood, would you on that day
considered him qualified and capable to contract
with? I should -

Question by Plff's Counsel. Were you well acquainted
with him. Ans: I was.

Question by the same. Did you not consider his mind
impaired by intemperance? Ans: I did -

Question by the same. Did you not express the opinion
that some one ought to be appointed to take
care of Thomas Underwood's property? Ans: I do
not recollecting expressing such an opinion but
it is probable that I did, from seeing that he
frequently got drunk, and was wasting his estate

Question by the Defd's Counsel: Was this opinion founded on the fact, that he neglected his business, and failed to make productive crops, and was that he neglected what was made, or did you entertain it, from a belief that he made improvident contracts? Ans: It was founded on the general neglect of his business, I knew of no contracts except those with Mr. Stephenson - in them I had no reason to believe he was overreached, but I thought it would have been ^{more} to his advantage, to have sold a part of his negroes absolutely, instead of selling them subject to his life Estate -

Question by Plff's Counsel. Did not this habit increase with years, and did he not die a martyr to the bottle? Ans: I think he did -

Question by the same. When did he die? Ans: abt. Jan'y. 1831.

James Roselle

Valentine Simmons being sworn deposes as follows.

Question by Defd's Counsel. Did you hear Thomas Underwood say any thing about the exchange of negroes with Stephenson? I have heard him say several times, that Abreona belonged to Amos Stephenson at his death, and that he had rather sell her, and that he had put her in her place of ~~Amos~~ - He told me this several times, at some of the times he was drunk, but once we were walking in the corn-field at his house, when he has ^{been} not having drunk any thing for a week, and he told me the same thing -

Question by Plff's Counsel. Was he not always drunk when he could get brandy? Ans: Not always - he was right apt to be so - but sometimes he could not get it -

Valentine ^{himself} Simmons
marks

shown to and subscribed before us — this 21st day
of Aug: 1832.

Bo. T. Mudge D.P.

Hardy Harris D.P. 

Underwood

to E. A. Allen

Stephenson

January 9/1833.

Town of Petersburg To wit:

This day, Thos L Wilson, of the office
of the Intelligencer, appeared before me,
an Alderman of said Town, and made
oath that the annexed notice to H. Smith
and signed Amos Stephenson, was inserted
in said newspaper for four weeks
Given under my hand this 15th day
of December, 1832

Fr. J. Yancey, Ald

TO HARRISON
As you are not an inhabitant of the State of Vir-
ginia, and have no known agent therein, I take
mode of giving you notice, that on the 21st day of Au-
gust next, at the Courthouse of Southampton County
in the State of Virginia, between the hours of e-
leven o'clock in the morning, and sun-set, of the same day,
I shall proceed to take depositions of John M. Gurr,
James Rochelle and others, to be read in evidence in
suit in Chancery now depending in the Circuit Su-
perior Court of Law and Chancery for the County
Southampton aforesaid, in which yourself and othe-
rs are plaintiffs, and I am defendant: but, if from any
cause the said depositions should not be taken on that
day, the same will be taken on the next succeeding
day at the same place, between the hours aforesaid.
July 17—w4w. AMOS STEPHENSON

Amos Stephenson

To Yancey & Wilson

To adv. the above notice — — — H. L. Smith

Jo. L.

B.
Underwood & others

vs. Z. C. Bell of State
Stephenson

(A copy)

Filed with the bill January
6th 1832.

I know all men by these presents that I Thomas Underwood of the County of Southampton for and in consideration of the sum of Eighty dollars to me in hand paid by Amos Stephenson of the said County at and before the sealing and delivery of these presents the receipt whereof I do hereby acknowledge have bargained and sold granted and confirmed and by these presents do bargain sell grant and confirm to the said Amos Stephenson a certain female negro slave named Louisa. To have and to hold the said female negro slave and her future increase to the only proper use and behoof of the said Amos Stephenson his Executors administrators and assigns forever. And I the said Thomas Underwood for myself my Executors and administrators the said female negro slave with her future increase to the said Amos Stephenson his Executors administrators and assigns against me the said Thomas Underwood my Executors administrators and assigns shall and will lawfully and forever defend by these presents. In witness whereof I have hereunto set my hand and affixed my seal this 19th day of January in the year one thousand Eight hundred and twenty nine.

Witness

Mo. W. Thomas

Thomas Underwood Seal

Southampton County In the Clerk's Office the 20th April 1829.

This Bill of Sale was acknowledged by Thomas Underwood the party thereto and admitted to record. And at a Court held for the County aforesaid the 18th day of May 1829. The said Bill of Sale was entered upon the proceedings of the day.

Teste
James Rochelle C.C.

Attest
James Rochelle C.C.

J. Anderson
J.C.

43-50

Anderson v.

v. S.

Stephenson

Filed by pliff's counsel
July 8/1834

Mr. Thomas Underwood

March 15th 1827

To Richard Sparden - 196

To 1 st be 1/6 be 1/6 be 1/6 be 1/6 be 3/- be 1/6 - \$	1	75
Run 1/6 paid your order to May 12/- be 1/6 be 1/6 -	2	75
be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 -	1	75
pair shoes 12/- hat 18/- 5 1/2 yds Ribbon c 9 th post 3/-	6	18 3/4
be 1/6 be 1/6 Run 1/102 Run 1/6 Run 1/6 Run 1/6 -	1	56 1/4
Run 1/6. The 9 th be 1/6 - 4 th nails c 9 th be 1/6 be 1/6 -	1	622
be 1/6 be 1/6 be 1/6 paid order for 6/- be 1/6 -	2	00
be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 -	1	75
be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 Run 1/102 -	2	56 1/4
2 nd Sugar c 9 th be 1/6 be 1/6 - 2 1/2 th shot c 9 th - 2 nd Sugar c 9 th -	1	31 1/4
4 th flour c 4 th be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 -	1	50
be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 -	2	00
be 1/6 be 1/6 planters 1/12 be 1/6 be 1/6 -	1	18 3/4
1 Bonnet c \$4-50 - 1/2 Gallon molasses c 4/6 -	4	87 1/2
be 1/6 be 1/6 Bonnet \$4-50 be 1/6 be 1/6 be 1/6 -	5	75
be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 be 1/6 -	1	75
be 1/6 be 1/6 be 1/6 - 1/2 powder c 3/9 - 3 rd shot c 9 th -	1	43 3/4
be 1/6 paid your order to May 12/-	2	25
(80) \$	43	50+

Recd your Bond for the above

Wm Richard Sparden

May 5th 1827

Anderson

n 3

Stephenson

John by people (Linn)

July 2/1834.

Mr. Underwood
at
#23-86 Ave

Nov 1826

Mr Thomas Underwood July 20th 1826

To Richard Harder dr

To paid Peter for you \$2 - 1 quart Rum is 1/6 -	\$2	25
paid your order for 9/ - 1 pair Shoes c 10/6 -	3	25
4 flour c 4 th Rum 1/6 Rum 1/6 Rum 1/6 -	1	00
1 white linen c \$2-75 Rum 1/6 - file 1/6 -	3	25
2 nd Job c 1/102 Rum 1/6 Thread 9 th Job 1/102 -	1	3 1/4
Rum 1/6 Rum 1/6 - 8 th flour c 4 th - 6 th cloth c 2/3 -	3	25
1/2 gallon Rum c 6/ - handker 1/6 - Rum 1/6 -	1	00
paid apr 1/6 Rum 1/6 - 2 file c 20 th Rum 1/6 -	1	15
paid Lock 2/3 pair cards - 5/3 -	1	25
12 Window glass c 10 th 20 th flour c 4 th -	2	45
Rum 1/6 1 st nails 9 th Rum 1/6 Rum 1/6 -		87 1/2
Rum 1/6 paid order 6/ - Rum 1/6 Rum 1/6 Rum 1/6	2	00
Whisky 1/12 Rum 1/6 Rum 1/6 Rum 1/6 -		9 3/4
Rum 1/6 Rum 1/6 Rum 1/6 - 1/2 gallon Whisky c 4/6 -	1	12 1/2
Rum 1/6 Rum 1/6 Rum 1/6 Rum 1/6 Rum 1/6 -	1	25
Rum 1/6 Rum 1/6 Rum 1/6 Rum 1/6 - 1 st Sugar 9 th -	1	12 1/2
Rum 1/6 Rum 1/6 Rum 1/6 Rum 1/6 - 1 st powder 3/9 -	1	62 1/2
Rum 1/6 Rum 1/6 Rum 1/6 Rum 1/6 - 1/102 Rum 1/6 -	1	3 1/4
Rum 1/6 Rum 1/6 Rum 1/6 Rum 1/6 Rum 1/6 -	1	25
40 th Beef c 4 th Rum 1/6 Rum 1/6 Whisky 1/12 -	2	29
Whisky Twice 2/3 Rum 1/6 - 1/2 g. Whisky c 2/3 -	1	00
Whisky 1/12 Whisky 1/12 Rum 1/6 Rum 1/6 -		87 1/2
Rum 2/3 Rum 1/6 Rum 1/6 -		87 1/2
Whisky 1/12 Whisky 1/6 Rum 1/6 - 1 st Thread 4/6 -	1	43 3/4
Rum 1/6 Whisky 1/12 Rum 1/6 -		68 3/4
4 gallons Whisky c 4/6 Whisky c 1/12 -	3	18 3/4
	\$	42 01 1/2

cr B7 32 Beef c 4th cr B7 Sugar is \$1/6 - 87 1/2 - \$1/8 15 1/2

Due \$ 2386 +

A

Widnood

To E. B. Sale

Stephenson

A copy

exhibit with answer.

Southampton County In the Clerk's Office the 10th day of February 1827
This Indenture was proved by the oath of Samuel Drake, Perry Carter
and James Blaw the Witnesses thereto & admitted to record And at a Court
held for the aforesaid County of Southampton the 19th day of February
1827 This Indenture as aforesaid was entered upon the records -
this 19th day of the day

Teste
James Rochelle Clerk

A Copy
Teste
James Rochelle Clerk

Know all men by these presents that I Thomas Underwood of the County of South
ampton and State of Virginia for and in consideration of the natural love good will and
affection which I bear towards my friend, ^{my} Amos Stephenson of the County & State aforesaid
and of the sum of Twelve Hundred Dollars to me in hand paid by the said Amos
Stephenson at or before the enclosing and delivery of these presents the receipt where
of I do hereby acknowledge have bargained, sold, given granted and confirmed
and by these presents do give grant bargain sell and confirm to the said Amos
Stephenson the following negro slaves and their future increase to wit
negro woman Cynthia and her child ^{my} tourt, Mary Martha Margaret
and Penina negro woman Rose and her children tourt. Emory Mary
Ann and Sally negro woman Jerry negro woman Airy and her children
to wit Matt and Sam, negro man Peter and his wife Anna and the
future increase of the aforesaid female negro slaves To have and to
hold the said negro woman slave named Cynthia and her children tourt
Mary, Martha, Margaret and Penina, negro woman Rose and her children tourt
Emory, Mary Ann and Sally negro woman Jerry negro woman Airy and her
children to wit Matt and Sam negro man Peter and his wife Anna and
the future increase of the aforesaid female slaves to the only proper
use and behoof of him the said Amos Stephenson and his heirs
for ever saving and reserving to the said Thomas Underwood
the use and labor of the aforesaid negro slaves and their future in-
crease so long and so long only as he the said Thomas Under-
wood may live and the said Thomas Underwood for myself
him the aforesaid negro slaves to the said Amos Stephenson and
the future increase of the aforesaid female negro slaves to the said
Amos Stephenson and his heirs and assigns against me the said
Thomas Underwood and my heirs and against all and every person
and persons whatsoever claiming by thought or under me the said Thomas
Underwood shall and will defend and for ever defend by these presents
saving and reserving to my self only the life estate in said negro slaves
and their increase as aforesaid, In witness whereof I have hereunto
set my hand and seal this 10th day of February 1827

Signed Sealed & Ack^d

in presence of

Samuel Drake

Perry Carter

James Blom

James Rochelle

Thomas Underwood

Stephenson

To J. L. C. C. C.

Underwood

Stephenson

Know all men by these presents that I Amos Stephenson of the County of
Southampton and State of Virginia have this day bargained sold and delivered
and by these presents do bargain sell and deliver unto Thomas Underwood of
the aforesaid County and State One negro woman by the name of Arner
and for and in consideration of the sum of Eighty dollars to him in hand paid
the receipt hereof is hereby acknowledged and for myself my heirs Executors and administrators
do warrant and defend the right and title of said negro woman Arner to
him the said Thomas Underwood or his heirs Executors & administrators forever.
In Witness whereof I have hereunto set my hand and seal this nine-
teenth day of January Eighteen hundred & twenty nine

Amos Stephenson (Seal)

Southampton County In the Clerk's Office the 20th April 1839
This Bill of Sale was acknowledged by Amos Stephenson the party there-
to and admitted to record, And at a Court held for the County aforesaid the 18th May
1839. The said Bill of Sale was entered upon the proceedings of the day

Teste James Rockwell

A Copy
Teste James Rockwell

Underwood.

Stephenson

1. The distributors of The Underwood have no right to bring this suit - He, under, it has, but it.
2. The depts. of Edwin Gray prove, substantially that Underwood was, capable of making the contract -
3. Valentine Simmons & Edwin Simmons prove a direct recognition of the contract by Underwood when perfectly free from the influence of occult spirit after its execution: F.W. Rockelle proves that Underwood consulted him about the propriety of making the contract before its execution, when he was also free from the influence of occult spirit - besides the contract was not antagonistic to common sense & injurious to Stephenson. - and 2 Puck 418.