

1841-033

SOUTHAMPTON COUNTY
CHANCERY PAPERS

SCOTT'S ADMINISTRATOR VS. TURNER

S/1841

other surnames: Bailey

Douglas pg

Scott's admstr
vs } Bill answer and
Turner } Exhibit.

1821 May done as filed 42

To the Worshipful the Justices of the County Court of Southampton County in Ch: sitting

Humblly Complaining sheweth unto your worship, your Orator Alfred S Bailey administrator de bonis non with the will annexed of James Scott decd. That a certain Indenture Commonly Called a Trust decd, bearing date the 16th day of August 1832, was made and entered into between Euseb Turner of the first part, James Scott of the second part, and Joseph Pritlow of the third part; for purposes therein set forth; all of which will more fully appear by the said Trust Decd, herewith filed and prayed to be taken as a part of this bill - Your Orator would also shew unto your worship, that since the execution of the said Trust Decd, James Scott one of the parties thereto has departed this life; and that your Orator has duly qualified & taken out letters of administration on his estate, and is now legally competent to enforce and maintain the rights of the said James Scott decd under the said Trust Decd -

Your Orator would further shew unto your worship, that since the execution of the said Decd of Trust hereinbefore referred to; another of the parties; viz; Joseph Pritlow who was sole trustee in the said Decd, has departed this life; that the said Decd of Trust contains no power or authority for the parties to appoint a new Trustee in the place & stead of the said Trustee Joseph Pritlow decd therein named; by reason of which your Orator cannot proceed to discharge the duties and powers which devolve upon him as administrator of James Scott decd - nor can any new Trustee be appointed without the aid of this worshipful Court; To the end therefore that complete justice may be done, your Orator prays your worship that Euseb Turner may be made a party to this suit and that the said Defendant may answer the premises &c And that the Trust of the said Decd may be performed and carried into execution by and under the Decree of this worshipful Court, and for that purpose that your worship would be pleased to appoint a new Trustee in the place and stead of Joseph Pritlow decd - for the purpose of continuing the said Trust in him; and such new Trustee for the better management thereof, according to the directions and

provisions of the said Deed of Trust herebefore referred to; shall have and exercise all the powers conferred by said Trust Deed in and upon the former Trustee Joseph Prtlow decd; and that your wisdoms would be pleased; as your Orator is without remedy by the direct and strict rules of the Common law, and only releivable in a Court of Equity; to grant such other and further general relief as to your wisdoms may seem just and proper, and yr Orator for yr wisdoms will pray &c.

Douglas pr

The answer of Ezeum Turner to a bill of Complaint exhibited against him by Alfred S Bailey administrator de bonis non with the will annexed of James Scott decd - This Defendant, now and at all times hereafter, saving and reserving to himself all just exceptions and all manner of benefit to the many errors, imperfections and uncertainties in the said Complaints said bill of Complaint contained answering says. That it is true he made a Deed of Trust for purposes therein set forth to which decd James Scott and Joseph Prtlow were parties - That he has no objection to a trustee being appointed in the place of Joseph Prtlow decd; who shall have the same powers conferred by said Deed of Trust upon the said deceased Trustee Joseph Prtlow; and having thus answered he prays to be hence dismissed &c.

Bailey & } In Ch:
vs }
Turner } This Cause came on this day to be heard, on
Consent and argued by Counsel; on Consideration whereof the Court doth adjudge order and Decree, that Jefe Dremy be appointed a Trustee to a Deed of Trust made & entered into between Ezeum Turner, James Scott, and Joseph Prtlow; it appearing to the Court that the former Trustee Joseph Prtlow, has since the execution of the said Trust Deed, departed this life. The Court doth further, as judge order and Decree, that the new Trustee Jefe Dremy shall have and exercise all the powers and priviledges conferred upon

the former Trustee Joseph Prtlow by the aforesaid Deed of Trust bearing date the 16th day of August 1802 to which the said Turner, Scott and Prtlow were parties, and that the said Jefe Dremy shall in all respects be substituted for the former Trustee Joseph Prtlow; and it is further ordered & Decreed that the Costs of this suit be proportionably borne by the parties &c.

Southampton County Inche Clerk's Office the 16th day of August 1832
This Indenture was acknowledged by Aim Turner James Scott and
Joseph Pillion the parties thereto and admitted to Record & Ind. at a Court
held for the County aforesaid the 20th day of August 1832 The said Indenture
was entered upon the proceedings of the day

Teste
James Rockwell Clk

Essex

Turner

To { Deed Trust

Scott

Augt 16, 1832 back of C. H. R.

Augt 20, 1832 East of P. Smith, p. 2

Proceedings of the day

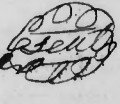
Recorded
Page 286

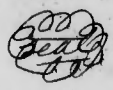
1839 Feb. 15th no from Clks of
N. H.

This Indenture made this sixteenth day of August One thousand eight hundred and thirty two, Between Eum Turner, of the County of Southampton and State of Virginia, of the first part, James Scott, of the said County and State of the second part and Joseph Pretlow of the County of Southampton and State of Virginia aforesaid of the third part Witnesseth that whereas the said Eum Turner stands justly indebted by a note of hand to the said James Scott, in the sum of One hundred and Sixty two Dollars and thirty eight cents current money of the United States of America, and whereas for the further assurance of the payments, it is agreed by the parties hereto, that a conveyance in trust shall be made to the said Joseph Pretlow for the benefit of the said James Scott if the sum on the note aforesaid, shall not be punctually paid, with lawful interest thereon, on or before the first day of February next. Now this Indenture witnesseth that the said Eum Turner, for and in consideration of the premises, and for the further sum of one dollar to him in hand paid, the receipt of which is acknowledged, hath bargained, and sold, and by these presents doth for himself, his heirs, Executors and Administrators give, grant, bargain and sell, unto the said Joseph Pretlow his heirs and assigns, all that tract or parcel of land whereon the said Eum Turner now lives, containing by Estimation Seventy acres, be the same more or less, being the same tract of land which the said Eum Turner bought of Samuel Turner and Sally his wife by their Indenture bearing date the thirty first day of August, One thousand eight hundred and seven; also all that tract or parcel of Land which the said Eum Turner bought of Elizabeth Turner by Indenture bearing date the twenty sixth day of April One thousand eight hundred and twenty six, containing by estimation Eighty seven acres, more or less, both tracts situated lying and being in the County of Southampton and State of Virginia aforesaid, bounded by the known and reputed bounds thereof, reference being had to the aforesaid Indentures the bounds will more fully appear, and also all the buildings, woods, ways, waters, advantages and appurtenances to the same in any wise belonging, and the reversions, remainders, rents issues and profits thereof, and all the estate right and title of him the said Eum Turner, of, in, and to the same also one bay mare, saddle and bridle one cart and one pair of Wheels, and three feather beds and furniture

To have and to hold the above granted and bargained premises, with every of the appurtenances unto the said Joseph Pretlow his heirs and assigns in trust forever. And it is hereby declared to be the true intent and meaning of these presents, that if the said Eum Turner shall punctually pay to the said James Scott his heirs or assigns the said sum of One hundred and sixty two Dollars & thirty eight cents and interest agreeable to the tenor of the said note of hand, to the said James Scott, then the said Joseph Pretlow his heirs and assigns shall hold the said land goods and chattels above granted to the sole and proper use and behoof of the said Eum Turner. And the said Joseph Pretlow covenants and agrees with the parties hereto that if the said Eum Turner his heirs Executors and Administrators shall fail to make payment to the said James Scott, his heirs and assigns, on or before the first day of February next the sum due on the note of hand aforesaid that then the said Joseph Pretlow his heirs and assigns shall stand seized of the above granted and bargained premises for the purposes following, that is to say that at the request of the said James Scott, his heirs or assigns, the said Joseph Pretlow his heirs Executors Administrators and assigns or either of them shall give ten days notice, and sell at public sale the abovementioned land goods and chattels, and shall pay the money arising therefrom to the said James Scott his heirs or assigns so far forth as shall be then due, and after satisfying the said note and interest with all the expences, remaining or arising from the said notice and sale, shall pay the surplus money to the said Eum Turner or his assigns. In witness whereof the parties have hereunto set their hands and seals, the day and year above written

Signed sealed & Delivered }
in presence of us }

Eum Turner 

James Scott 

Aug 16/1832. Joseph Pretlow 