

1843-021 SOUTHAMPTON COUNTY
CHANCERY PAPERS

PRETLOW VS. PEETE etal.

4/1843

other surnames: Bryant,
Nicholson

Pretlow

v. } Papers.

Part of

1843 Apl. Bill dep. with costs.

Off Bryant's costs

Calc. \$ 3.35

Law fee 16.66

\$ 20.01

Pretlow

v. } Statement.

Page 8e

1842.

December 14th Sup^a issued.

1843.

Jan^y. R. Sup^a ret^d Ex^d on Dft. Bryant.
Dft. Pate. not found - Will filed.
New sp^a to Dft. Pate.

Feb^y. R. Sup^a ret^d Ex^d on Dft. Pate.

Mar. R. Set for hearing as to Dft. Bryant.

April R. Set for hearing as to Dft. Pate.

" J. Will Dep^d with Costs -

Pittman

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} Bill

Bryant & Co

1843 January Rules.

(1328 words)

To the hon. Richard H Baker, judge of the Circ. Sup:
Court of Larcosh. for the County of Southampton

Your complainant Thomas Pretlow humbly
shews, that on the 22^d December 1827, ~~that~~ Charlotte
Bryant who, before her intermarriage with a certain
Bailey Bryant, was Charlotte Nicholson, and Al-
exander P. Pett, gave their two certain notes or wri-
tings obligatory, each in the sum of five hundred
dollars, and both on demand the 25th December 1830
to a certain William Richardson; the said notes or wri-
tings obligatory having been given in part payment of
the purchase of a certain tract of land which is now
the property of, and in the possession of, the said Char-
lotte Bryant, formerly Nicholson; that the said notes
or writings obligatory, on the 28th February 1831 were duly
assigned by the said Richardson to your complainant
for value received; all of which will appear by the said
notes herewith filed and prayed to be taken as part of
this bill. Your complainant charges that the said notes
were given in part payment of the purchase of the
tract of land which is in the possession of the said
Charlotte Bryant formerly Nicholson, and on which
she now resides, containing, by estimation acres
which said tract of land is too well known to require
a more particular description - Your complainant
further charges that Alexander P. Pett, one of the ob-
ligors in said notes or writings obligatory is notoriously
insolvent; and that Charlotte Bryant formerly Nich-
olson, the other obligor, if not insolvent; is not able to
pay the amount due on said notes, composed of principal
interest and amounting to upwards of seven hundred
dollars, unless the land in question be subjected to
the discharge a payment of the same. Under such circum-

stances, your complt. can not believe that it is necessary for him first to proceed at law, to obtain judgment and execution against the said Bryant formerly of Richmond, because that proceeding would be entirely ineffectual to obtain satisfaction of the before mentioned and claimed amount. Your complainant charges, further that the before mentioned notes or writings obligatory, have not, nor has any part of them, ever been discharged and paid off, either to himself or to his wife or Richardson, but that they are still due and unpaid.

Your complainant contends that he is entitled, not only to the principle sum due on said notes, amounting to \$1000.00, but also to legal interest on the same from the 25th December 1830, till paid, at which time the said notes were on demand; Notwithstanding it may appear (but your complt. does not admit that it will appear) that the said principle sum was not to be paid until a certain Mary Richardson made her title, and relinquishment of interest in, the before mentioned tract of land, which title and relinquishment was made on the day of in year 1842. as will appear by the deed of relinquishment herewith filed and prayed to be taken as part of the bill.

In tender consideration of all which, and to the end that justice may be done, your complt. is compelled to resort to a Court of Equity; and prays that the before mentioned tract of land may be decreed to be sold, and the proceeds of such sale, or a sufficient part of the same may be applied to the payment & discharge of the amount due on the aforesaid notes or writings obligatory, being one thousand dollars, with legal interest on the same from the 25th December 1830 till paid. Your complainant prays the usual writ of

subpoena and that Alexander P. Bute and Charlotte Bryant formerly Charlotte Richardson may be made defendants to this bill, and that they be compelled to answer the same, and for such other and general relief as your complt. is entitled to, and may sum mit to this Hon. Court: and he will as in duty bound ever pray &c.

Richd. Edwards Jr.

Bryant
and

Bretlow

answer in chancery

Parker & French pg -

before he shall be allowed to assert any claim against her either
at law or in equity - and she begs leave to refer to the said notes
or writings obligatory with the endorsements as part thereof to
justify their part of her answer -

And the defendant further answering says, that the said notes or
writings obligatory upon which this suit is instituted were
issued dated the 22nd day of December 1827, & payable on demand
as set forth in the said bill, on the 25th day of December 1830
after which time, she intermarried with a certain Bentley Bryant,
& previous to which marriage, by deed made between them and John
and P. Peck as trustees, the said Bentley Bryant by the said deed
upon considerations therein contained, covenanted and bound himself
to pay the charge and satisfy the just debts then due & owing by the
defendant, & this defendant submits to your honor, whether under
the provisions of this deed, the estate of the said Bentley Bryant
(he having departed this life), is not bound for the claim which
the complainant sets up against her as assignee of one John
Richardson & whether in order to prevent circuity and multiplicity
of actions, and to hold those responsible in this suit also will
be ultimately responsible, and to accomplish this end of your
honor will not direct proper parties to be made, "so that the
satisfactory may be placed on the right horse" The defendant refers to a
copy of the said deed, duly authenticated & filed herein as a part of her
answer.

And this defendant further answering submits, whether
John Richardson the assignor of the notes or writings ob-
ligatory upon which the complainant claims his claim
to relief from this honorable court ought not to be made
a party to the bill & the notes upon the record of proper parties to the
said bill & hopes she ~~may~~ have the same benefit of their
obedience, as if she had inserted against by way of disclaimer
to the complainant's bill, and this defendant praying fully
answered prays to be hence dismissed with her costs.

Charlotte Bryant

Southampton County to wit

Personally appeared before me a justice of the peace in and
for the said county of Southampton Charlotte Bryant, and
made oath, that the matters and things set forth in this bill are
true upon her own knowledge and those set forth upon
the information of others she believes to be true - Given under
my hand and seal this 20th day of March 1843

Thos. Ridley J.P. Seal

Prithlow

v: } Obs. in Chy.

State of

1843 January Rules.

Executed on Charlotte
Bryant

Wm. Mervent

Key of Wind Events

Shff
Alexander P. Bates

not found Wm. Mervent

Key of Wind Events
Shff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *Alexander S. Pate and Charlotte*

Bryant formerly Charlotte Nicholson

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *January* next, to answer a Bill in Chancery exhibited against *them* in the said Court by *Thomas P. Flow*

And unless *they* shall answer the said Bill within ^{*two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *they* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *14th* day of *December* 1842, in the *6th* year of the Commonwealth.

L R Edwards

[One Copy to be delivered each Defendant.]

Co. S. C.

Pretlow

~ { Sp.^a in Rhy

Pete W
1843 February Rules

Executed

Thos. W. Lee deputy
of Henry J. Harrison

THE COMMONWEALTH OF VIRGINIA,

Super
To the Sheriff of ~~Southampton~~ County, Greeting:

We command you that you summon *Alexander D. Peete* —

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first *Monday in* *February* — next, to answer a Bill in Chancery exhibited against *him* *another* in the said Court by *Thomas Prettow*

And unless *he* shall answer the said Bill within ~~four~~ *two* months thereafter, the Court will take the same for confessed, and decree accordingly. And this *he* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *2^d* day of *January* 1843, in the *67th* year of the Commonwealth.

J. R. Edwards

[One Copy to be delivered each Defendant.]

Richardson

To } Deed

Nicholson & Peck

Prillon

v. } Exhibit.

Peck & Co

This Indenture made and entered into this the 9th day of January
one thousand eight hundred and twenty eight between John T Richardson
and Mary his wife of the County of Southampton and state of Virginia
of the one part and Charlotte Nicholson and Alexander P Peete of
the other part Witnesseth that the said John T Richardson and
Mary his wife for and in consideration of the sum of four thousand
dollars current money of Virginia to them in hand paid the
receipt whereof is hereby acknowledged they the said John T
Richardson and Mary his wife have given granted bargained
and sold and by these presents do give grant bargain and sell
alien enfeoff release and confirm unto the said Charlotte Nicholson
and Alexander P Peete their and each of their heirs executors
administrators and assigns forever a certain plantation tract or
parcel of land containing eight hundred and twenty five acres lying
and being in the county of Southampton and bounded as follows
to wit: Beginning at a pine a corner of Nathaniel Fosters running
thence S 5 west 45 poles to a red oak a corner of Nathaniel
Fosters thence S 36 E 80 poles varying thence S 43 E 122 a corner
in the old Indian line thence N 24 E 60 poles to a pine thence
due North 188 poles to near a cypress in Littleton Scholers line
thence N 31 E 50 pole to Mottomay River thence the various courses
of Mottomay river to a black gum corner of Thomas Fitzhugh
and from thence along his line 232 poles to the first station
To have and to hold the said plantation tract or parcel of land
with all the appertinances thereto belonging unto them the said
Charlotte Nicholson and Alexander P Peete and each of them
and their and each of their heirs executors administrators and
assigns forever To the only proper use and behoof of the said
Charlotte Nicholson and Alexander P Peete their heirs Executors
admsrs and assigns forever and the said John T Richardson
and Mary his wife do hereby for themselves their heirs Executors
admsrs The aforesaid tract or parcel of land unto them
the said Charlotte Nicholson and Alexander P Peete their
and each of their heirs Executors administrators or assigns with
every of its appertinances will warrant and forever defend
against themselves the said John T Richardson and Mary
his wife their heirs Executors administrators or assigns and
against the claim title or demand of all and every other
person or persons whomsoever in Testimony whereof the said

John I Richardson and Mary his wife have hereunto set their
hands and affixed their seals this day and date first before written
Signed sealed & Delivered John I. Richardson Seal

In presence of
Wm A Sparks
Leah S Nicholson

Saml Kelso

Southampton County in the Clerk's office 9th of January 1828
This Indenture of bargain & sale was proved by the oath of the
Witnesses thereto and admitted to record and at a Court held for
the County aforesaid the 21st January 1828 the said Indenture
was entered upon the proceedings of the day. Teste James Rochell

Attest Teste L R Edwards Clk

Superior County to wit The Henry Mason and John J Prince
Justices of the Peace in the County aforesaid in the state of
Virginia do hereby certify that Mary Richardson the wife of
John I Richardson parties to a certain deed bearing date on the
9th day of January 1828 and a copy of which is herewith annexed
personally appeared before us in our County aforesaid and being
examined by us privily and apart from her husband and having
the deed aforesaid fully explained to her she the said Mary
Richardson acknowledged the same to be her act and deed and
declared that she had willingly signed sealed and delivered
the same and that she wished not to retract it. Given under
our hands and seals this 22nd day of October 1842

Henry Mason Seal

John J. Prince Seal

Southampton County In the Clerk's office the 27th day of October
1842 this certificate of the privy examination and acknowledgement
of Mary Richardson was this day returned and admitted to record

Teste L R Edwards Clk

Attest. Teste. L R Edwards Clk

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Pittlow

Exhibit with Deft.
Bryants answer

Pets & P

This Indenture Tripartite made the 15 day of September in the year of our Lord one thousand Eight Hundred and thirty one between Bailey Bryant of the first part Charlotte Nicholson widow and relict of Howell Nicholson deceased of the second part and Alexander P Peete of the third part Whereas a marriage is shortly intended to be had and solemnized by and between the said Bailey Bryant and the said Charlotte Nicholson and whereas the said Charlotte Nicholson is possessed of a considerable estate real and personal and Whereas it hath been agreed that the said Bailey Bryant should after the said intended marriage had receive and enjoy during the joint lives of them the said Bailey Bryant and Charlotte Nicholson the interest and occupation of the said real and personal estate he paying all the just debts now due and owing by the said Charlotte Nicholson and also that the same and the increase thereof from and after the decease of such of them the said Bailey Bryant and Charlotte Nicholson as should first happen to die should be at the sole and only disposal of the said Charlotte Nicholson notwithstanding her coverture: and Whereas it hath been also agreed that in case the said Charlotte Nicholson or should after the said intended marriage had happen to survive the said Bailey Bryant that she should not have or claim any part of the real or personal estate whereof the said Bailey Bryant should be seized or possessed or entitled to at any time during the coverture between them by virtue of her dower or title of dower at common Law or by virtue of her being administratrix or entitled to administration of the goods and chattels rights and credits of the said Bailey Bryant or otherwise however Now this Indenture Witnesseth that in pursuance of the before recited agreement and in consideration of the sum of one dollar to the said Charlotte Nicholson in hand paid by the said Alexander P Peete at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged she the said Charlotte Nicholson by and with the privacy consent and agreement of the said Bailey Bryant testified by this being made a party to and his sealing and delivery of these presents hath granted bargained sold assigned transferred and set over and by these presents doth grant bargain assign transfer and set over unto the said Alexander P Peete

his executors administrators and assigns all the said real and personal estate whatsoever of which she is now seized and possessed in her in fee simple or by right of dower to have and to hold the property hereby conveyed unto the said Alexander P. Peete his executors administrators and assigns upon such trust nevertheless and to and for such intents and purposes and under such provisions and agreements as are hereinafter mentioned that is to say in trust for the said Charlotte Nicholson and her assigns until the solemnization of the said intended marriage and from and after the solemnization of the said intended marriage then upon trust that be the said Alexander P. Peete his executors administrators and assigns shall and do permit the said Bailey Bryant during the joint lives of the said Bailey Bryant and Charlotte his intended wife to have receive take and enjoy all the interest and profits of the property both real and personal hereby assigned to and for his own use and benefit and for the payment of the just debts now due and owing by the said Charlotte Nicholson and from and after the decease of such of them the said Bailey Bryant and Charlotte Nicholson as shall first happen to die, then upon trust that be the said Alexander P. Peete his executors admin^r and assigns shall and do assign transfer convey and pay over all the said property both real and personal to the said Charlotte Nicholson in case she survive the said Bailey Bryant; but if she die before him, then unto such person and persons and at the time and times and in such parts and proportions manner and form as she the said Charlotte Nicholson shall from time to time notwithstanding her coverture by any writing or writings under her hand and seal attested by two or more credible witnesses or by her last will and testament in writing to be by her signed sealed published and declared in the presence of the like number of witnesses direct limit or appoint to the intent that she same may not bear the disposal of or subject to the control debts forfeitures or engagements of the said Bailey Bryant her intended husband and in default of such direction limitation or appointment to descend and be distributed according to the laws of the commonwealth of Virginia Provided always and it is hereby declared and agreed by all the parties to these presents that in case the said Charlotte Nicholson

surviving the said Bailey Bryant her intended husband shall at any time hereafter claim and recover any part or parcel of the real or personal estate whereof the said Bailey Bryant or any other person or persons in trust for them shall be seized possessed or entitled unto at any time during the coverture between them by virtue of her dower or title of dower at common law or by virtue of her being administratrix or entitled to administration of the goods chattels rights and credits of the said Bailey Bryant as aforesaid or otherwise then and in that case the said Alexander P. Peete his executors administrators and assigns shall from time to time and at all times from thence forth stand and be possessed of the said property hereby conveyed in trust for the only benefit of the said Bailey Bryant his executors administrators and assigns any thing in these presents contained to the contrary thereof in any wise notwithstanding In Witness whereof the parties herunto have here to set their hands and affixed their seals the day and year first above written

Signed sealed and delivered

in presence of us

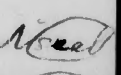
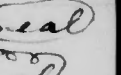
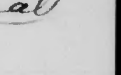
Teste

Pat Thomas

John T. Triggant

Drew Fitzhugh

Nathan B. Bryant

Bailey Bryant 
Charlotte Nicholson 
A. P. Peete 

Southampton County In the Clerk's Office the 16 day of Sept 1831 This marriage contract was acknowledged by Alexander P. Peete one of the parties thereto and admitted to record as to him and in the Clerk's Office the 11 day of August 1832 the said marriage contract was proved by the oath of John T. Triggant one of the witnesses thereto as to Bailey Bryant and Charlotte Nicholson two of the parties thereto and having been proved in the Clerk's Office on the 16 day of June 1832 by the oath of Drew Fitzhugh and on the 4 day of August 1832 by the oath of Pat Thomas also witnesses thereto as to the said Bailey Bryant and Charlotte Nicholson is admitted to record ^{as to them} and at a Court held for the County aforesaid the 20th day of August 1832 the said marriage Contract was entered upon the proceedings of the day.

Este

James Rochelle Esq

Alap²⁹

Este. L R Edwards Esq