

1845-003

SOUTHAMPTON COUNTY
CHANCERY PAPERS

BRYANT et al vs. BRYANT'S EXECUTOR

5/1845

Other surnames: Pecte,
Trezvant, Simmons,
Whitehead

~~27~~ 27 # 11.

Bryant & Co.
v. } Papers.

Bryant's Exor.

This case must
be continued.
R. H. B.

1845 May. Dismissed -

Ditto Costs

Costs - -	\$4.39
Sum -	16.66
	\$21.05

Bryant & Co.

v. } Statement -

Bryants Exr.

1843

Jan'y 18 Subp^a issued

Feby R. Subp^a ret^d not found -
Bill filed & New Sp^a aw^d.

Mar. " Sp^a Ret^d Executed -

Apr. " Ans. B. Rep. H.

June " set for hearing.

Sep 6th Depositions filed.

Oct 5 Continued.

1844

May 5 Continued

Nov - Continued

1845

May - Bill dismissed

Bryant et al

vs

Bryant's Exor

Bill in chancery -

(3420 words)

To the honorable Richard H Baker
Judge of the circuit superior court of
law and chancery for the county of
Southampton, in chancery sitting.

Humly complaining sheweth unto
your honor, your compliments,
Charles ^{Bryant} ~~Marble~~ & Alexander P. Pict
temptation of a marriage to be
had and solemnized, between himself
and one Bailey Bryant both of
the county of Southampton, they
entered into deed of marriage
settlement, in which ^{the said} ~~the~~ Alexander
P. Pict, was made a party ces
trustee, for the purposes trusts and
uses therein specified and set forth,
all of which will more clearly and
satisfactorily appear, by a copy
of the deed properly authenticated
& herewith exhibited, as a part of this
bill marked A. that shortly after-
wards the marriage was duly

Solemnized, and the said Bailey Bryant took possession of the property thereon conveyed, and held the full use and best management & enjoyment thereof up to the time of his death, which took place on the ^{day of} in the year 1842 - That the use & enjoyment of the profits of the estate both real and personal, then conveyed to the said Bailey Bryant, was for the purpose, and upon the express condition, that he should pay and satisfy all the just debts then due and owing by the said Charlotte ^{Bryant, then Nicholson} ~~Nicholson~~ ^{that among the debts then due and owing by her were two bonds, executed to one John Richardson, by herself and A. P. Peete ^{jointly} for the purchase of a tract of land, upon which she was residing at the time of her intermarriage with the said Bailey Bryant, & which under the marriage settlement, he became possessed of and enjoyed up to the time of his death - that the bonds aforesaid were executed by Richardson, to one Charlotte}

Nicholson Thomas Prettere, who has since the death of the said Bailey Bryant who failed during his life to pay discharge & take in the same, instituted a suit in chancery against her and the said Alexander P. Peete and also, two actions at law, in the Superior Court of South Carolina to recover the same & will in all probability ^{obtain} ~~obtain~~ judgments thereupon at the next term of the said court - all of which will more at large appear by copies of the bonds, subpoena in chancery & writs, ^{copies of which are herewith} ~~copies of which are herewith~~ filed and prayed to be taken as parts of this bill, marked B C and D - ^{They are} your complainant charges that ~~the same~~ ^{they are} by to be corrupted, injured and to have their property sacrificed by the said proceedings all of which would be contrary to equity, good conscience, and the manifest ^{intent &} ~~intent &~~ provisions of the said deed, unless this court, under its powers as a court of chancery, should ^{therein} ~~therein~~ to avoid the threatened calamity - your ^{complainant's} ~~complainant's~~ charges, that the said Bailey

Bryant, duly made his last will and testa-
ment, appointing one James D Bryant to
Jacob's Bryant as Executor, the latter of whom, refusing
to qualify James D Bryant qualified as sole
Executor and ~~James D Bryant~~ presented the said will
for probate, and qualified as Executor, accord-
ing to law, which will appears, by copies of
the will, order of probate & qualifications,
copies of which are herewith filed and
prayed to be taken as parts of this bill marked
E & G - & thus became satisfied of assets, both to the debts
of the testator & more than sufficient to discharge them
Your executor charges that the said

Bailey Bryant left personal prop-
erty, fully sufficient to pay all his
just debts, including those he owed
assumed for years, ^{& Charlotte} and under
the provisions of the marriage settlement
already referred to, that they have rail called upon
him for the purpose of relieving them
from their obligations, but he has refused to comply
with the same, and therefore that justice and equity
may be done in the premises, your ~~complaint~~

Prayer, that the said James D Bryant
Executor of the said Bailey Bryant may be made
defendant hereto with apt and proper words
to charge him, and that he answer the alle-
gations herein set forth on oath fully and
satisfactorily & that he may be decreed to pay
and discharge, the debts due the said Richard-
son, as assignee of the said Richardson, in some

values of the complement, & ~~and~~^{under the} security ~~of the said bonds~~, out of the
assets of his Executor, and that your
Honor would be pleased to grant such
other and further general relief touch-
ing the premises, as justice and equity
requires, and that the Commonwealth
desire of nothing more upon commanding re-
lief your complements will ever pray.

Bryant &

or

Bryant & Co.

Amuse of J. W. Bryant
& Co. of B. Bryant & Co.

Gustav T. Tracy
— " —

1843 April 7th

To the Hon. Rich^d. H. Baker Judge of the Circuit Supreme
Court of Law & Chancery for the County of
Southampton, the answer of James H.
Bryant Esq. of Bailey Bryant and
to a Bill of complaint exhibited in this
Court against him by Charlotte Bryant
& Alexander P. Pitt. .

This respondent saving to himself all benefit of
exception to the many errors and insufficiencies
of the Complainant's bill, for answer to so much
thereof, as he is advised it is material for him
to answer, says that it is true that this
respondent's testator did enter into the marriage
contract exhibited by the Complainant with their bill -
that it is true he believes, that the said
Charlotte did execute the two bonds to
John Richardson for the purchase of a tract
of land, upon which she was residing at
her marriage with this respondent's testator - it
is true this respondent believes that the said
bonds were assigned to Thos. Patten, and
that the suits alluded to have been instituted
on said bonds - But this respondent
denies, that his testator took possession of the
property conveyed in the marriage contract, and enjoy-
ed it, & received the profits until the time of his
death, "upon the express condition that he should
pay and satisfy all the just debts then due
and owing by the said Charlotte Bryant - Thos
Richardson - This respondent submits to your Honor
that such is not the fair and just construc-
tion of the 1st marriage settlement - This respon-
dent's testator was not bound further than
this settlement bound him. By the said
settlement, respondent's testator was to receive
the "profits of the property both real and

and personal, for his own use and benefit, and for the payment of the just debts now due and owing by the said Charlotte Nicholson. These profits he could only receive during the joint lives of himself and the said Charlotte - he has no other control over any of her estate - and does exercise no control over it in any way. Your respondent states that his testator paid all of the said Charlotte's debts, which could be paid during his life - all debts the payment of which could be enforced - For your honour will perceive by the bonds executed to John Richardson and assigned to Thos. Pether, that an agreement was entered on them, that they were not to be paid, ^{the} Mary Richardson, till to the same shall be relinquished. The said "Mary Richardson" till to the same had not been relinquished up to the time of the said Bailey Bryant's death. +

Your respondent is advised that his testator was bound by virtue of the said marriage settlement to pay the debts of the said Charlotte, no further, than he would have been bound by law to pay them - That such debts as were not, and could not be enforced during the coverture, survive against the said Charlotte, and that his testator's estate is not liable for the

And respondent admits, that there will be ~~assets~~ property sufficient to discharge the said debts, if your honour shall entertain the opinion, that his testator's estate is liable to pay them. And having answered, he prays to be there dismissed with his costs &c.

Southampton County Court:

This day James M Bryant personally appeared before me a justice of the peace for the County aforesaid, and made oath that the foregoing answer contains the truth to the best of his knowledge and belief - Given under my hand this 7th day of April 1843 -

Benj. Griffin J. Peace

+ notwithstanding the marriage settlement aforesaid, the 1st Charlotte during the coverture m^d the profits of her estate, and this respondent's testator did not receive from her estate an amount sufficient to discharge the bond in controversy.

65.6

Bryant &c
Exps. in Shy.

Bryants ex or

1843 February Rules.

Not found
Signature of
W L Everett Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *James D Bryant Exor of Bailey*
Bryants dec^d

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* in
the said Court by *Charlotte Bryant & Alexander P. Peets*

And unless *he* shall answer the said Bill within ~~the~~ ^{*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 *18th* day of
January 1843, in the *10th* year of the Commonwealth.

L R Edwards Clk

[One Copy to be delivered each Defendant.]

Sept. 6

43 Bryant & Co

n { Sp^{ts} in lch

Bryants in
1843 March Rules

Exacted
J Massenburgh & of
W L Everitt Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon *James D Bryant executor of Bailey*

Bryant dec^d

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

March

next, to answer a Bill in Chancery exhibited against *him* in

the said Court by *Charlotte Bryant & Alexander J Peck*

And unless *he* shall answer the said Bill within four 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 *6th* day of

February

184*3*, in the

67th

year of the Commonwealth.

L R Edwards Clk

[One Copy to be delivered each Defendant.]

Bryant

To } Notice

Bryant-

I acknowledge the receipt of
the within notice.

1843 Aug. 21.

Bryan
to
Notice
Bryan

The within notice is continued until Tuesday next the 5th day of Sept
Inst. ~~between~~ which operations will be taken at the same time and
place as within stated. September 1st 1843.

G. W. Newcomb

Mrs. Charlotte Bryant, and Alice Ann P. Pulte
Take notice that on the 1st day of September
next at the office of Messrs: Bailey & Goodwyn
in Jerusalem Parish, Southampton County Vir-
ginia, between the hours of nine and
seven a. m. I shall proceed to take the dep-
ositions of Martha D. Tregant, Thomas
Simmons, Charles W. Burham and others
to be read as evidence in a chancery suit now
depending in the Cir: Sup: Court of Law &
Chancery for the County of Southampton
on the Ch: side of said Court, in which
you are plaintiff and I am defendant
at which time and place you may attend
Should the depositions above mentioned
first to be taken at the time above spe-
cified, they will be taken on the next
day at the place above mentioned, and
continue from day to day until com-
pleted -

James D. Bryant
Exor. of Bailey Bryant

August 2^d - 1843 -

196
Bryant & Co

Ex: } Depositions

Bryant & Co.

Handed in by G. A. Watson
J.P. Sept. 5. 1843. L.R.C.

Depositions of Martha D Tregant, Thomas Simmons others, taken at the office of Messrs. Bradley & Howard, in Jerusalem Parishampton County Virginia on the 5th September 1843, to be read as evidence in a ch. suit now depending in the circ. Supr Court of Law & ch. for the County of Parishampton, in which James D Bryant Exor. of Bailey Bryant is defendant & Charlotte Bryant & Alexander P Peete are plaintiffs, on the part of the defendant

Deposition of Thomas Simmons - The deponent Thomas Simmons having been first duly sworn deposts and says - I have frequently heard Mrs Bryant say, that she and her husband, Bailey Bryant, went halves in the profits of their estate, that is, that she, Mrs Bryant had half of what was made on Mr Bryants farm, and Mr Bryant had half of what was made on her farm, until about an year or two before the death of Mr Bryant; when each of them received the profits of their respective farms

Question by plttf - Do you know whether Mrs Bryant had the management of her own property - Answer - I do not.

Thos Simmons

Martha D Tregant being first duly sworn deposts and says as follows - When I lived with my aunt, Mrs Bryant; Mr Bryant always sold the crop made on my aunts farm, with his own, and I do not know how he appropriated the money; when my aunt, Mrs Bryant, was first married to Mr Bryant; I heard her say that Mr Bryant promised to give her half the money that was made, and sometimes I have seen him give her money, but do not

know how much. Question by J. H. H. When did you commence living with Mrs Bryant; and how long did you remain with her. Answer - I was living with her when she was married to Mr Bryant and remained with her about five years afterwards. Question by same, Did Mrs Bryant have the management of her own property. Answer - I do not know, Mr Bryant used to employ the overseer, but I do not know how he was paid. Question by same, Do you know, whether Mr or Mrs Bryant, received the profits of her farm. Answer - I do not; Mr Bryant used to sell the crops made both on his own and her farm, but do not know what he did with the money, and further the deponent saith not. Martha D. Tregvant

The above depositions were taken, sworn to and subscribed, before me a justice of the peace for the county of Southampton at the time and place mentioned in the caption. Given under my hand this 5th Sept: 1843 - J. W. M. M. M. M.

William H Whitehead having been first duly sworn deposes and says as follows. I heard Mrs Bryant say once or twice, that since her marriage with Mr Bryant, they divided between them, whatever was made on both their farms, until the last two years of Mr Bryants life, in which she had all of what was made on her farm and he had all of what was made on his. Question by J. H. H. Did Mrs Bryant acknowledge in your presence, that she divided with ^{Mr Bryant} ~~him~~ what was made on both their farms, or that Mr Bryant

promised to divide with her. Answer - She said that she did divide with him and that she believed he gave her half of what was made - and further the deponent saith not. William H Whitehead

Ann B Whitehead having been first duly sworn deposes and says as follows. I lived in the family with my aunt Mrs Bryant; and Mr Bryant after their marriage nearly two years, and heard her say several times that Mr Bryant and herself divided what was made on their farms, after all expenses were paid, and that the marriage contract was to have been written in that way. I never heard her say that she had received any particular amount of money as her part. I lived in the family about three years, before Mr Bryants death. I heard her say that the last two years of Mr Bryants life, she received all what was made on her farm, and further the deponent saith not.

Ann B Whitehead
The above depositions of William H and Ann B Whitehead were taken, subscribed and sworn to before me a justice of the peace for the county of Southampton at the time and place mentioned in the caption. Given under my hand this 6th Sept- 1843

Geo D Nicholas J. P.

The remaining depositions are postponed to Tuesday the 19th Sept- 1843 -

J. W. M. M. M.

Bryant
with } Mar. Contract

Nicholson

Bryant
~ } Exhibit. (A)

Bryant's copy

This Indenture Tripartite made the 15th 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 Nichol-
son 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 Nich-
olson 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 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 making and delivery
of these presents, the receipt whereof is hereby acknowledged she
the said Charlotte Nicholson by and with the privy consent and
agreement of the said Bailey Bryant testified by his being made
a party to and his sealing & delivering 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 either 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 trusts nevertheless and to and for such intents and purposes and under such provisions and agreements as are hereafter mentioned that is to say, in trusts 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 he 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 he the said Alexander P. Peete his executors administrators and assigns shall and do assign transfer convey and forgive 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 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 the same may not be at the disposal of or subject to the control debt, 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 whomever the said Bailey Bryant

or any other person or persons in trust for him 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 thenceforth 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 hereunto set their hands and affixed their seals the day and year first above written

Signed sealed and delivered
in presence of us

Teste

Pitt Thomas

John D. Ingham

Drum Fitzhugh

Nathan B. Bryant

Southampton In the Clerk's office the 16th day of September 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 11th day of August 1832 the said marriage Contract was proved by the oath of John D. Ingham 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 16th day of June 1832 by the oath of Drum Fitzhugh and on the 4th day of August 1832 by the oath of Pitt 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

Teste

James Brockett

Attest

Teste

L. R. Edwards

Bryant

v. } Exhibits. B. C. & D.

Bryants of or.

We demand the fifth day of december eighteen hundred and thirty we Alexander P Peete and Charlotte Nicholson do promise to pay William Richardson the sum of five hundred dollars for value received as witness our hands and seals this 22^d day of december 1827

attest -

Drew Fitzhugh

A. P. Peete *seal*
Charlotte Nicholson *seal*

The within bond is given in part payment for a tract of land and is not to be paid till the title to the same shall be relinquished by Mary Richardson

John Richardson

28th February 1831 I assign the within to Thomas Prettow for value received

Witness

William Richardson

Mary A Prettow

The commonwealth of virginia to the sheriff of southampton County Greeting we command you that you take Alexander P Peete & Charlotte Bryant who was formerly Charlotte Nicholson if they be found within your bailiwick and them safely keep so that you have their bodies at the Clerks office of our circuit Superior Court of law and chancery for said County at the rules to be holden for said Court on the first monday in january next to answer Thomas Prettow assignee of William Richardson of a plea of debt for five hundred dollars Damage twenty dollars and have them there this writ Witness Littleton R Edwards Clerk of our said Court at the courthouse this 21 day of December 1842 in the 67th year of the commonwealth

L R Edwards *seal*

sheriffs return 4th 3 Executed on Charlotte Bryant arrested
E. A. W. Newsom J. Bail. William M. Everett Deputy of William
L. Everett shff. Alexander P Peete not found Wm M. Everett
Deputy of William L. Everett shff.

On demand the twenty fifth day of december eighteen hundred and thirty we Charlotte Nicholson and Alexander P Peste do promise to pay William Richardson the just sum of five hundred dollars for value received as witness our hands and seals this 22nd day of december 1837—

Md

Drue Fitzhugh

The within bond is given in part payment for a tract of land and is not to be paid till the title to the same is made & relinquished by Mary Richardson

28 February 1831 I sign the within note to Thomas Prettow for value received

Witness

Mary A Patton

Charlotte Nicholson Seal

Alexander P Peste Seal

John J Richardson

William Richardson

The Commonwealth of Virginia to the sheriff of Southampton County Greeting we Command you that you take Alexander P Peste & Charlotte Bryant who was formerly Charlotte Nicholson if they be found in your bailiwick and them safely keep so that you have their bodies at the Clerks office of our circuit Superior court of Law and chancery for said County at the rules to be holden for said Court on the first monday in January next to answer Thomas Prettow assignee of William Richardson of a plea of debt for five hundred dollars Damage twenty dollars and have them their this writ Witness L R Edwards Clerk of our said Court at the Courthouse this 21st day of December 1842 in the 6th year of the Commonwealth

L R Edwards Clk

Sheriffs Return:—executed on Charlotte Bryant & G. A. W. Newson
I bail William M. Everett deputy of William L. Everett shff
Alexander P Peste not found Wm M. Everett Deputy of Wm L. Everett shff

Copies

Juste.

L R Edwards Clk

The Commonwealth of Virginia To the sheriff of Southampton County Greeting we Command you that you summon Alexander P Peste and Charlotte Bryant formerly Charlotte Nicholson to appear at the Clerks 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 Prettow and unless they shall answer the said bill within two 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 them their this writ Witness Littleton R Edwards clerk of our said Court at the Courthouse the 14th day of december 1842 in the 6th year of the Commonwealth

L. R. Edwards Clk

sheriffs Return:—Executed on Charlotte Bryant—Wm M. Everett deputy of Wm L. Everett shff Alexander P Peste not found Wm M. Everett deputy of Wm L. Everett shff

Attest

Juste. L R Edwards Clk

Bailey Bryants Will

Bryant

to } Exhibit

Bryants Exor.

Southampton County. ²³ February 1842.

I Bailey Bryant of the County aforesaid being of sound mind ^{but} in a feeble state of health and not expecting to live long in this world have come to the solemn conclusion to make this my last Will and Testament revoking all others Item the 1st I wish all my just debts to be paid. Item 2nd I give my grand children Maria Thomas Beale Lucy Ann Beale James Bailey Beale Martha F Beale and Elizabeth Samuel Beale. five dollars each to be paid to them by my executors as soon as they arrive to the age of twenty one or marry. Item the 3rd it is my wish and desire that the plantation bounded by the heirs of Amos Stephenson and Ridleys mill pond wherein I formerly lived to be sold by my Executors on some credit as they may think to be best and the proceeds arising from such sale to be applied to the payment of my debts. Item 4th I give to my beloved wife Charlotte one waggon and gear and one mule by the name of Dick. Item the 5th the plantation wherein I now live called the Fitzhugh land formerly owned by Thomas Fitzhugh I lend to my son Jacob B. Bryant during his lifetime and at his death I give and bequeath the same to my grand son Silvester Lewis Sordani Bryant. In case Silvester J. B. Bryant should not arrive to the age of twenty one years or leave a lawful heir begotten by the body it is then my wish that said plantation and lands be equally divided between the sons of Jacob B. Bryant Item the 6th I lend to Jacob B. Bryant during his lifetime four horses to be selected by him together with two yoke of oxen eight head of cattle and fifteen head of sheep. Item the 7th I give to my grand children Silvester L. J. Bryant, Amielick D. Bryant and Albert Bryant one feather bed and furniture each as soon as they marry or arrive to the age of twenty one. Item the 8th I wish my executors to sell the balance of my perishable estate and in case it prove not sufficient to pay my debts with the amount of the sale of land above named they are then to proceed to sell my slave property and pay all my just debts or so many of them as it may require. Item 9th the balance of my estate both real and personal which has not been disposed of I lend to my son Jacob B. Bryant during his lifetime and at his death to be equally divided among his lawful heirs begotten of his body. Item the 10th and lastly I make Jacob B. Bryant and James D. Bryant executors to this my last will and Testament. In witness of the same I have hereunto set my hand and affixed my seal this

23rd day of February 1842

In presence of

Benjamin Lamb

Joseph C. Jozner

Theodore Trizant

Bailez Bryant Esq.

At a Court held for the County Southampton the 17th day October 1842
the last will and Testament of Bailez Bryant dec'd was proved by the
oath of Joseph C. Jozner & Theodore Trizant two of the subscribing
witnesses thereto and ordered to be recorded and on the motion of James
D. Bryant one of the executors therein named who made oath &
together with John M. Farley Lewis Worth and B. Derany his sec-
urities entered into and acknowledged a bond in the penalty of Ten
thousand dollars conditioned as the law directs certificate is granted
him for obtaining a probate of said will in due form Jacob B. Bryant
the other executor therein named appeared in Court & refused to
take upon himself any part of the burden of the execution
of the said will

Teste J. R. Edwards Clk.

Attest. Teste. J. R. Edwards Clk.

Note by counsel for defendt.

No exception is taken to the jurisdiction of the court.

But it is submitted the ~~deff~~ is not entitled to reversal. The articles of marriage contract says, That the said Bailey Bryant, during the joint lives of the said Bailey Bryant and his wife, to ~~transfer~~ and assign all the interest and profits of the property both real & personal hereby assigned to and for his own use & benefit and for the ~~payment~~ of the just debts now due & owing by the said Charlotte Nicholson.

So far from binding himself by this contract to pay all the debts of the 1st Charlotte Nicholson the 1st Bailey Bryant points out - that is the contract points out - the means of paying her debts - They were to be paid from the interest & profits ~~of the property~~ during their joint lives. There is nothing in the contract, which binds him further than the law would bind him - He does not agree to

pay her debts. But while he is receiving the interest and profits &c. he must pay her debt - Since he is dead, and she is receiving the "interest & profits" she must pay the debts "now due & owing" by her. The court will also see that he could not have been compelled to pay the "bond" during his life. Mary Richardson had not made her relinquishment.

Buy out I should have these bonds - for the
ac? the "profits & interest" among the cover times
be depositions - G. H. B. or for dyo?

Byrant & al vs Byrant, Exor

As to the jurisdiction of the court see
Fentlengue on equity p. 60. It is held
it is laid down that a general covenant
for indemnity may be decreed as a matter of
equity, for the prevention of mischief, as it
is unreasonable that a man should have a
demand continually hanging over him

By the deed of marriage settlement before our
 Notary and wife, it is expressly covenanted
 that the husband before discharge will the
 letter of the wife - then due and owing -

The bill to Richardson was then due and owing, all the rest to be paid until after a certain contingency - and the bonds executed to him were in part payment of the very land which the husband took possession of by virtue of the mortgage, and the profits of which he enjoyed from the year 1831, until his death, which took place in 1842, making about nine years -

It is clear that Bailey Bryant took possession of the property owned by his wife, under the marriage settlement, ^{and} used by virtue of the marriage, and had the full use and enjoyment of the same, & however generous he may have been in contributions to the wife by way of pin money or

otherwise, cannot affect the covenants of the
deed of marriage settlement -

From this view of the case, it seems clear, that
if the court believes, the debt in question, was
one of the debts embraced in the covenant, there
should be a decree against the defendant
for the amount in order to reimburse the
plaintiff -

Parker & French for

Bryant & Co.

Bryant & Co.

Wm. R. Pells counsel

I. R. Pells counsel