

1849-011

SOUTHAMPTON COUNTY
CHANCERY PAPERS

LENOW

VS. LENOW & AITREE

4/1849

N.B. Several sheets pasted or sewn together and folded.

other surnames: Murfee,
Edwards, Laine, Lain,
Holland, Brister, Stephenson,
Wellans, Burgess, Burges,
Clayton, Hood, Drewry,
Babb, Holleman, Vaughan,
Parker, Douglas, Williams,
Oliver, Bulls, Darden,
Counsel, Council, Crumpler,
Duck, Goodwyn

Lenox

v. } Papers

Lenox

1842

Aug. 3^d Bill filed Appt. & Injunct. of

Appt. A. filed 4 Repts.
 Set for hearing.

Sep. 19. Depositions filed.

Oct. 18. Depositions filed.

" T. continued

1843. Appt. Injunct. dissolved with
 Costs &c.

Appt. 1843

After costs. Calc \$2.76

Saw 16.66

\$ 19.42

(14144 words)

Bills - amounts
and exhibits

Major Depot
I desire for
costs -

Hampton

Lonow
as
Lonow & Co. } Bill &
as. libit

• French, Holloman
S. Johnson

1842 March. Bill. Bond & Sec'y
given to L. P. & H. J. P.

To the Hon James H. Thomson judge of
the second judicial circuit, your complot
Francis Senow

I humbly complaining sheers unto your honour
That Jacob Senow who sued for the benefit of
Simon Manfue brought suit against your
complot on a bond purporting to be executed
by your complot, Geo Senow and James Senow
on ~~the~~ June 1838 and pay able three years
after date, for \$700- and obtained judgment
against your complot at the Nov. Term 1841 of
the Circuit Superior Court of Law and Chancery
for the County of Southam-^{a copy of which is herewith filed marked 'A'}ton, under the following
circumstances - Your complot's name had nev-
er been put to the said supposed bond, by herself,
but was a forgery to all intents and purposes -
positively, and unequivocally a forgery - and
your complot in order to avail herself of the
proper legal defence, had sworn to a plea
of "non est factum", and placed it in the
hands of her attorney to be filed and relied
upon - Your complainant was able to prove
the truth of her plea - Your complainant
further states to your honour, that her counsel
as she is informed, and believes, with stress,
or did not file the said plea of non est factum,
solely in consequence of an agreement, as
they understood it, that the Pff should
never call upon your complot for the amount
or in any way, interrupt her, before they
had exhausted all legal remedies against
the other two obligors to the said supposed

found. This your complaint and counsel were induced
to do, because your complaint would under the
arrangement never be compelled to pay the jud-
gment, and her own son saved the mortification
of a public exposure which they thought, and
truly your complaint did not wish to see. Yet
notwithstanding this agreement, by which
the Pff. was bound to issue no execution
against your complaint, execution was issued
and your complaint compelled in order to save
his property, to give a forthcoming bond.
Your complaint by this proceeding has been deprived
of her legal defence in the plea of non est factum
or any other defence, she may have been advised
to rely upon.

In tender consideration of all which
and for as much as your complaint is without remedy
in the premises, except in a Court of Equity
where such matters are peculiarly cognizable
to the end therefore that justice may be
done, she prays that Jacob Senow and
Simon Masfue may be made defendants
to this bill, and then answer make upon oath
to its allegations. That your honor will grant
an injunction restraining the said J. Senow
and Simon Masfue and all other persons
from proceeding to collect said judgments; that
your honor the premises considered, will
perpetuate the same, and grant unto your complaint
such other and further relief as justice &
equity may require. And your complaint
as in duty bound will forever pray &c.
May it please your honor &c.

Southampton County to wit;

This day Thomas Penow
personally appeared before me justice of the
peace for the County aforesaid and made
oath, that the foregoing bill contains the truth
to the best of his knowledge and belief. Given
under my hand this 23 day of July 1842,

Lucy Oth

Injunctions awarded on the usual terms - of bond with approved
security from complaint to double in penalty of double amount of Judgment &c.
Conditions to satisfy all costs, damages, charges, and amounts which may be
awarded against her, in the event of this injunction being dissolved.

Jas. H. Folsom
Peterson July 26th 1842

Answer

vs

Senior & another

answer of the defendant

Jacob Senior -

Ans to Supplement

over ruled

R H B

Filed April 1st 1842.

Parker & W. J. Fox p. d.

The separate answer of Jacob Senow one of the defendants to a bill of complaint and supplement exhibited against him and Senow Menfre, in the circuit superior court of law and chancery for the county of Southampton by Francis Senow

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors, inconsistencies, imperfections and insufficiencies in the said bill of complaint contained, for answer thereto or unto so much, and such parts thereof as he this defendant ~~is~~ ^{is} advised is material for him this defendant to make answer unto, he this defendant answering saith, that he has read the bill of complaint with the deepest pain sorrow regret and astonishment, learning as it does a charge by his own mother of a crime of the deepest dye against him, and he should experience a much more poignant grief, if he did not believe she acted under a misapprehension and ~~was~~ ^{was} deceived and misled by the acts of others. It is true as her bill states, that the name of the complainant was not put to the bond by herself, for she cannot write, but it was written by a member of the family under her direction, in the presence of this defendant, and she made her mark, & called upon the subscribing witness, to attest it. The history of the bond upon which the judgment obtained, is sought to be ^{be} repeated in this, this defendant had sold a small tract of land in the county of Southampton, to Thomas J. Boister, for the sum of \$615 and wrote to his brother James Senow, who had been his guardian, & who then resided in West Tennessee, informing him of the sale, who answered approving the sale and requesting this defendant to advance him the amount on loan for the space of three years, to which this defendant replied, that he would do so if he could without inconvenience to himself and advised to fill up a bond, and sent it in by Joseph Senow, with whom James was then a partner in the mercantile business, when he came

on for the purpose of purchasing goods, who accordingly
presented a bond purporting to be signed by James Senow
and himself, in blank as to the amount - This defendant
agreed to advance the sum of seven hundred dollars on the
terms proposed, provided they would get the complainant
their mother to unite with them, which he secured ~~her~~ ^{her}
both of them removed out of the state of Virginia, & he then
held a bond against them for \$1600 for money loaned
also to James Senow - This defendant has already stated
how the complainant became connected with the trans-
action, and he was partly influenced by her solicitor, her
representatives to loan the amount - This defendant further
answering with that most unexpectedly, a judgment
on an action sounding in damages, was obtained against
him in the circuit superior court of Southampton, which
rendered it absolutely necessary that he should raise a
considerable sum of money, which he obtained from his
father in law Simon Merser, the other defendant here,
and assigned to him the bond assigned which was not
then due and payable - ~~After~~ ^{After} after it was done, having been
in vain to collect it without, brought suit upon it and
obtained judgment against Joseph and Frances Senow
the process, not having been served upon James Senow -
This defendant, had neither do nor part in the arrange-
ment referred to in the complainant's bill and therefore
cannot speak of his own personal knowledge as to its
terms, but he is informed by the other defendant Simon Mer-
ser and by his counsel - that the agreement set forth in
the complainant's bill was not exactly the one intended
By them he is informed, that they, not from any apprehension
of the result of the plea of "non est factum" prepared by the
complainant's counsel and upon which they intended to
rely, but from considerations of a far different character
which every person of correct feelings will duly appreciate
agreed, that if the plea assigned was withdrawn or not filed
they would not resort to the complainant for payment
of the judgment, until every legal means had been used
to get the amount from Joseph Senow or his bail John

At Holland This arrangement was entered into with-
out consulting him, but painful as would have been
the open this defendant partly believes that he should
have been able to defeat the plea, not only by the evidence
of the subscribing witness, who had stated in the presence of
a most respectable ^{gentleman} ~~business~~, and in the presence of the other
defendant, with the bond itself before him, and after
an examination of it that he had subscribed his
name thereto, in the presence and at the request of
the complainant, and this defendant is also informed
by the sheriff who served the writ upon him that
he did not there pretend that the bond upon which
the suit was brought was not his act and deed -
This defendant therefore solemnly avers, that if it is
intended to make him, in the charge of paying the
same, it is altogether false and unfounded, and having
fully assigned the means to be hereafter supplied with
his reasonable costs &c

Jacob Senow

Southampton County to wit
Personally appeared before me a justice of the
peace for the said county, Jacob Senow who made
oath that the facts stated in the above case are
true, and the facts stated upon the information of others
he believes to be true - Given under my hand and seal
at the County aforesaid, this first day of April in the
year of our Lord one thousand eight hundred and forty two

J. T. Smith (Seal)

Answer

14

Morse et al:

answers of the depositions
and answers

Filed April 1st 1842.

Perkins & Wm. Fox p. f.

The separate answer of Simon Marfee one of the defend-
ants to a bill of complaint and injunction exhibited ~~in~~
~~against~~ him and see sub Senow in the circuit
superior court of law and chancery for the county of South
ampton by Francis Senow -

^{and relying upon the answer of his co-defendant}
This defendant answering ^{to} says that he knows
nothing of the origin of the bond alleged to him by the
Senow, but when the judgment appeared to be the
answer of the other defendant, was rendered against
him, this defendant agreed to advance the amount
provided he would render the same, by affixing
a bond which he was informed he held against
James, Joseph & Francis Senow, and the bond for
seven hundred dollars, was affixed to him shortly
after he had advanced the money, and discharged
the judgment aforesaid - The bond thus affixed
was not then due, and he held it in his possession
without communicating with any of the obligors
until about the last of May or first of June, when
he addressed a letter to James and Joseph Senow, directed
to Birch pond post office Tennessee, informing them that
he held such a bond which would become due
on the 18th of June 1841, and requesting them to make
arrangements to take it up by the paying the amount
on or before the first of August ensuing - This letter
was returned in a black envelope, which was received
by this defendant at Birch pond post office some time
in the month of August ^{of the same year} ~~the~~ said letter with the envelope
is there referred to marked A & prayed to be taken as
a part of this answer - This defendant was induced to
make application to James and Joseph Senow and
not to the other obligor, because he understood the amount
of the bond, was advanced to them for their own use
and that Francis Senow was the security, and derived
no benefit or advantage therefrom - As soon as his
letter was thus returned, knowing that Joseph Senow
would be in the county in a few days, brought out

upon the bond against all the obligors, but the same
was served only upon Joseph and Frances Senow, James
still remaining out of the commonwealth -

The suit thus brought was ready for trial at the
October term of this court 1841, and judgment obtained
against Joseph and Frances Senow on the 5th day of
November of the same year and term - This defendant
understanding, that Frances Senow was one of the defendants,
was preparing a plea of "non est factum", and that
the other defendant made his defence, and knowing that
his counsel and the counsel of the defendant, were
disposed to make an arrangement, which would release
Frances Senow from immediate responsibility, with-
out discharging her from her ultimate liability, was
disposed to sanction it (not from any apprehension of
the result of such a plea, so far as his rights and inter-
ests were concerned, but solely to avoid the painful
feeling which such a verdict would create, between
a mother and her son, and authorized his counsel to agree
that no execution should be served upon Frances Senow
until all legal efforts were made to recover the
amount of the judgment from Joseph Senow or his
heir. When at Holland, the said Joseph being then
out of the commonwealth - and this agreement as
he understood, from his counsel and believes con-
sented to, and a judgment was rendered an-
gainst the said Joseph and Frances Senow, by de-
fault - upon which execution issued against the de-
fendants, and by inadvertence upon the part of his coun-
sel, who omitted to give directions that it should
be served upon Frances Senow, it was served upon her
personally and she gave the forthcoming bond as stated
in her bill - This defendant always willing to
comply with the agreement thus entered, by his counsel with
his counsel, in good faith, regrets that there should have
been any dependence thereupon, & is willing that the
said execution against Frances Senow should be stayed
by order of this court, until all legal efforts shall have

been resorted to to obtain the amount out of Joseph
Senow or his heirs, but he submits to the court
whether the forthcoming bond thus entered shall
not stand as security for the amount until that
effort has been fairly made - & having fully answered
prayer to be hence discharged with his costs &c -

J. M. M. M.

Southampton County to wit
Personally appeared before me, a justice of the
peace for the said county, Joseph Senow & Frances
who made oath that the facts stated in the above
complaint upon his own knowledge are true and those
stated upon the information of others, he believes to be
true - Given under my hand and seal this first day
of April 1842

J. T. Smith, Justice

Kenow

v ³
Kenow.

1. The answer of Murphy admits
the agreement and he consents
that the pty shall be enjoined
until p.

2. what legal remedies can be
pursued ag. Dr. Kenow this
~~being~~

For deft.

Parker.

The gentleman (Sholton)
says we have no legal remedy
in Dr. Kenow's case.

Luton }
as } Secs
Luton. }

April Term 1843.

Summ

vs.

Summ.

{

This way this cause came on to be
heard on the bill, answers, Replications, Counter
Exhibits, and examination of witnesses, and
was argued by counsel, on consideration
whereof, the Court with advice ordered and decreed
that the replication, answer in this cause on
26th February. 1842. be allowed. And it is further
ordered and decreed that the Plaff, pay to the
Defendants their costs - about their expenses in this
behalf expended -

Lenow
Do? Co: order
Lenow ze

Virginia. At a Court of Appeals, held at the State Courthouse
in the City of Richmond on Wednesday March 1st 1848.

Francis Lenow

appet:

against

Jacob Lenow &c

appus:

} upon an appeal

} from a decree

pronounced by the circuit superior court of law and
chancery held for Southampton county -

This day came the parties by their counsel; and it appearing
to the satisfaction of the court that the security given by the
appellant for the prosecution of this appeal, was the same
security given in the injunction bond; it is therefore ordered
that unless the said appellant shall on or before the thirtieth
day of May next enter into bond with other good and sufficient
security, in the clerk's office of the said circuit superior court
in a penalty equal to the penalty of the injunction bond, the
said appeal be dismissed -

A copy.

Teste.

J. Allen, C. C.
— — —



PAID

Received April 2, 1849

Sup. p. 126. p. 149.

To the Clerk of the Circuit Superior Court
of
Southampton County

Lenox
Esq. & Co. decr
Lenox & Co

Received Apr. 2 1869.

Southampton

Virginia: At a Special Court of Appeals, held at the State Courthouse
in the City of Richmond, on Thursday, March 8th 1849.

Frances Lenox

appet:

against

Jacob Lenox and Simon Murfee

appees:

upon an appeal
from a decree

pronounced by the circuit superior court of law
and chancery held for Southampton county,
on the tenth day of April 1843, in a suit in
which the appellant was plaintiff and
the appellees were defendants.

This day came the parties by their counsel, and the
court having maturely considered the transcript of
the record of the decree aforesaid and the arguments
of counsel, is of opinion, that the contract stated in
the bill, is founded on a legal and sufficient consid-
eration, and that the appellee Murfee is responsible
for the consequences of all impediments to an exact
fulfillment of it, occasioned by his own acts, and the
appellant is responsible for all such as were occasioned
by her acts, whether they proceeded from inadvertance,
carelessness or design. That the said appellee Murfee disabled
himself from a full performance on his part, by allowing
the execution to be levied on the property of the appellant,
and thereby making it necessary for her to give the
forthcoming bond. On the other hand, the appellee
Murfee offered to perform his contract and give the
appellant the full benefit of it, as soon as he was
apprised by her bill of his unintentional breach of it.
He was prevented from doing so, by her having in the
first instance improperly enjoined him from proceeding
against the other defendant Joseph Lenox, by her
persisting in the court below, and by her appeal to
the court of Appeals in the injunction which wholly
prevented the appellee Murfee from fulfilling his contract.
How far these acts may prevent the appellees from
making

making the money out of the other obligors cannot be known now. Justice will be attained by turning the appellant out of a court of equity, to seek her remedy at law, for such damages as have been occasioned by the act of the appellee Munroe. This remedy would be unavailing, if he is allowed to plead the statute of limitations - As both parties have contributed to the delay, the appellee Munroe should be enjoined from pleading, or in any manner relying on the statute of limitations, to any action which the appellant may bring on the contract in the bill mentioned; therefore it is decreed and ordered, that the said decree be reversed and annulled, and that the appellant do pay unto the appellees, as the parties substantially prevailing, their costs by them about their defence in this behalf expended. And this court proceeding to pronounce such decree as the said circuit superior court ought to have pronounced, it is further decreed and ordered that the injunction awarded the appellant in the cause, on the twenty sixth day of February 1842, be dissolved, and her bill dismissed, and that each party pay their own costs in the said circuit superior court. But this decree is to be without prejudice to any action at law which the appellant may be advised to bring on the contract in the bill mentioned, and that the appellees be restrained from pleading or in any manner relying on the statute of limitations as a defence to such action, which is ordered to be certified to the said circuit superior court. Appellees' costs in the Court of Appeals \$38.30

A copy.

Teste J. Allen, CCA

To enjoin the defendants their agents attorneys and all others from further proceedings on a judgment of the Circuit Superior Court of Law and Chancery for Southampton County recovered on the 5th day of November 1841 by the defendant Jacob Lenor who sued for the benefit of the Defendant Samuel Murfee against Joseph Lenor & Francis Lenor until the further order of the Court. The said Plaintiff having given bond and security as the Law directs.

Teste. L. H. Edwards Clerk

650

Lenor

} Sp. & Injns

Lenor & Co

1842 April Term

Enacted

James Mathenbury Dy
of Thomas Patten Esq

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting :

We command you that you summon

Jacob Lenow and Simon Murfee

Before the Judge
to appear ~~at the Clerk's Office~~ of our Circuit Superior Court of Law and Chancery for the

County of Southampton, at the *Southouse of said County* ~~Rules to be holden for the said Court~~ on the first ~~Monday in~~

day of the next Term ~~next~~, to answer a Bill in Chancery exhibited against *them* in

the said Court by *Frances Lenow*

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 ^{*3^d*} day of

March

1842, in the *66th* year of the Commonwealth.

L R Edwards

[One Copy to be delivered each Defendant.]

Southampton County to wit

William A. Bell this
day personally appeared before me a
Justice of the Peace of said County
and made oath that Joseph Senow
acknowledged the execution of this return
April 7/1842 Given under my
hand this 16th day of May 1842

N. M. Seale J.P.

May 1842

Mr. Jos. Lenox.

I take notice that I shall - on Tuesday
17th day of May 1842, between the hours of sunrise and
sunset, act. of that day - at the Town house of ~~Leicester~~
Horace Briny in the Town of Leicester, Southampton
County, Virginia, proceed to take the depositions of ~~Leicester~~
Briny and others - to be read as hereafter - in a suit
for Stamped, now depending and undetermined in the Circuit
Court of Law and Chancery, for the County of
Southampton - on its Law side - in which I am
plaintiff and you are defendants - at which
time and place, you may attend if you think
proper.

Jacob. Lenox.

April 6th 1842.

Southampton Cy to Mich

This day George Gardner personally
appeared before me a justice of the peace for the county
of said and made oath that he delivered a true copy
of the within notice on the 24th day of Sept: (last)
given under my hand this 28 day of Sept: 1842

L D Mappenburg Jp

Served

in } Notice

Served

1842, Oct: 18:

Mrs. Frances Snow

Take notice that I shall, on Tuesday the 18th of October 1842 between the hours of 5 O'clock A. M. and 5 O'clock P. M. at the town of Mr. ... Drawing, in the town of Jerusalem, proceed to take the depositions of Samuel S. Douglas and others, to be read as evidence, in a suit depending in the circuit Superior Court of law and chancery for the county of So. Ampton, on its chancery side, in which you are ~~Plff.~~ and I and Simon Musser are defendants, where and when you may attend if you think proper. Sept. 23rd 1842
Jacob Snow

Southampton County 22nd June 1841
James & Joseph Senow Depts after
my Respects to you, permit me to
Inform you that I hold a note against
you that you & your Mother executed
to Jacob Senow for \$700, I am in need
of the money & as I cannot wish to make
your Mother pay it please make some
arrangement to pay it by the 1st day of
next August. your Compliance will much
oblige your Sincere friend

Simon Mayfar

Depts Bond Office
of Joseph & Senow

Depts

Depts

June 24

Depts

25

Lenox

v. } Depositions

Lenox vs.

Handed in by Wm. Griffin - J.P.
Sep. 19th 1842.

Sen. 1842.

~ { Dep.

Sen. 1842.

Handwritten by Bay. Griffin SP

Dep. 19/1842.

Depositions

Depositions of Allen Edwards, Thurgers Laine, Ira Hollans, Alfred T. Stephenson, Thomas Brister, Joseph S. Holland, Garrisona Holland and Henrietta Holland, and John M. Holland, taken at ^{the office of the} ~~Franklin depot~~ ^{on the Portsmouth rail road} in the County of Southampton, and State of Virginia, on the 17th day of September in the year 1842, between the hours of sun rise and sun set, to be read as evidence on the part of the plain tiffs, in a suit now depending in the Circ. Sup. Court of James & Chancery for the County of Southampton, in which Francis Senear is plain tiff and Jacob Senear & Simon Murfee are defendants.

The deponent Allen Edwards being first duly sworn, deposes and says as follows - I have seen the bond of \$700, made payable to Jacob Senear, and signed by Joseph Senear. Francis Senear and James Senear; Question by plain tiffs Counsel, do you remember the exact amt. of the bond; Answer, I think it was \$700 - Question by same, Do you know the hand writing of the obligee of the bond in question. Answer - I know the hand writing of one of them, Joseph Senear, Question by same Can you say whether the signature of Joseph Senear's name to the bond, is in his hand writing, Answer - I do not think it is, I have too opportunities of knowing his hand writing well, Joseph Senear and myself have transacted much business together; I have received several letters from him, and have seen him write frequently - Question by defendants - Do you say Mr Edwards, on your oath, that Joseph Senear's signature to the bond is not in his hand writing. Answer - To the best of my judgment I say, it is not - Question by same - Do you not think

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That Joseph Senow is capable of counterfeiting his hand writing, Answer. I suppose that Joseph Senow or any other person who can write as well as he can, can write different hands might write a more inferior hand. Question by same. Do you think that this signature to the bond is inferior to his usual hand writing. Answer. I think it is. Question by plaintiffs Counsel, Do you think that Joseph Senow would counterfeit his hand writing. Answer. I do not. Note. The ~~testimony of this witness~~ ^{testimony of this witness} was objected to on the ground of irrelevancy. Joseph Senow being no party to this suit. Alben Everett

Shugars Laime being first duly sworn, deposes and says as follows. I am well acquainted with the hand writing of Joseph Senow and Jacob Senow. Question by pliffs Counsel. Have you seen the bond in question. Answer. I have seen the bond, the amt. I think is \$700, on the face of the bond, but \$750. is marked on the corner. Question by same. Can you say that Joseph Senows signature to this bond is in his hand writing. Answer. I do not think it is. Question by same. Can you say whether the whole bond is or is not in the hand writing of Jacob Senow. Answer. I think it is. I have transacted much business with Jacob Senow, have received letters from him, and have seen him write frequently, and I think that the bond is in his hand writing. Question by Defs Counsel. Mr Laime, when you speak of the bond, do you mean the whole body of the bond, or the signatures, Answer. I mean that the body and signatures also, except the signature of the witness, are in the hand writing of Jacob Senow. The bond in question

3
was presented to Mr Laime, and the following question propounded by Defs Counsel. Took at the bond, and say whether the three signatures one in the hand writing of Jacob Senow to which the witness replied. I think they are. Question by Defs Counsel. Do you think that the signature of the subscribing witness to the bond is in his hand writing. Answer. I do not know. Note this deposition was objected to by Defs Counsel, on the ^{same} ground ^{as the last} of irrelevancy. Question by Defs Counsel. Did you not state to S. Murfee one of the Defs Couns to this suit, that the estate of Jacob Senow had not come to his hands, but had been borrowed by his brothers & for which he held their bonds. Answer. I think there

was something said about it; and I have seen a bond given to him by his brother James Senow for about the sum of \$1600. Question by same. Did you or did you not state to S. Murfee that his brother Joseph Senow had borrowed a portion of his estate. Answer. I think not; I never knew any thing of it. Note, the two last questions were objected to ^{by pliffs Counsel} on the ground of irrelevancy. Alben Everett

Joseph S. Hall and Lovins being first duly sworn deposes and says as follows. One evening when I was at Mrs Frances Senows, room after Joseph Senow left for the west; about last or just twelve months ago, after the institution of the suit, Senow for Murfee v. Senow and Senow, Jacob & myself took a walk up the road, and I mentioned to them the report in circulation concerning his forging the note in question, Jacob Senow observed that he wished to have nothing to say about it. I told him that Joseph Senow had written to John Holland

4
my brother, to employ Messrs Hollerman & Riley
to attend to the matter, Jacob then observed that
if Joseph had sent him the money for, a \$1500
dollar bond, which he held against Joseph, that
he would have taken up the bond then in the
hands of Sinner, Murfee, and it would not
have been known. Question by J. H. Counsel.
When you mentioned to Jacob De novo, the al-
port in circulation concerning this forgery
the bond then in the hands of Sinner, Did
he deny the truth of the report. Answer. He did
not. Question by same, did or did not Jacob
De novo mention on the occasion evince any
evidence of his guilt. Answer. I thought from
his manner that he was, we were alone and
no person near us, his mother was sick at the
time, and I remarked to Jacob that this report
caused her sickness, as caused by her family
Jacob said - that although it would be said
so. Question by same, did or did not any thing occur
in the interview which you had with Jacob
which seemed to falsify the truth of the report.
Answer. There did not. Question by J. H. Coun-
sel. Did Mr Jacob De novo admit that
he forged the bond then in the hands of S
Murfee. Answer. He did not admit it, but he
satisfied me of the truth of it, from his ma-
ner on the occasion. Question by same, state
the circumstances that led you to that belief.
Answer. His not denying it, and my telling
him of the letter written by Joseph De novo
to John Holland, and his saying that if he knew
when Joseph was coming in, he would kill him
before he crossed the line. Question by same, did
you not go to a gentleman & request him to see Mur-
fee & know if his money was paid him due on this
bond would he (S Murfee) use his influence to
stop all the slander suits in process & Jacob

(5)
De novo or witness to this. Answer. I did not.
I told Capt. ~~Murfee~~ Col Crop, to say to Capt.
Murfee that if he would be satisfied with
his money, I would use all the influence I
had, if I had any, to get them to pay the money
and stop the suit. ~~on~~ this bond in question
brought by De novo for Murfee & De novo &
De novo. Question by same. Did not you, after
you spoke to Col. Crop, ~~go~~ to S Murfee, be-
fore you had an answer from S Murfee,
through Col Crop. Answer. I did mention the
subject to S Murfee. Question by same, Did
you not say to S Murfee: If he could get his
money would he not be satisfied? Exactly what
I said. Question by same. Did you not say
to S Murfee, that you believed it was a just
debt. Answer I did not. Question by same.
Did you not have another interview with
Col. Cross after this? Answer yes. By the
same. Did you not say to him that the
money you believed would be paid the
next morning. ^{or next day} I did not. Questions by
the same: At what time did these conversa-
tions take place. Answer some time this sum-
mer. Question by the same: Was it not at the
last So. Omaha Sept Ct. Answer I will not be
certain. Question by the same: Did you not
say to S Murfee, that Jacob had been troubled
very ill. Answer No. State. This witness
was first sworn on his oath at it appearing
that a suit for slander is now pending between
Jacob De novo Plaintiff & said witness Defendant. About the
forgery of said bond now in dispute. The Defendant
by their counsel except to his testimony on the
ground of his ⁱⁿ competency Jos. G. Hollander,

Thomas J Brister having been first duly sworn
deposes and says as follows. I have seen the bond
in question, and I know Joseph Genow hand
writing, and I do not think that his signature
to the bond is in his hand writing. I have transac-
ted much business with Joseph Genow, and have
seen him write frequently. Question by Deft-
Can you say that Joseph Genow's signature to
the bond is not in his hand writing. Answer.
it is not in his usual hand writing. Note up-
position of this witness was objected to by Deft on
the ground of irrelevancy - Thos. Brister

Affid I Stephenson being first duly sworn de-
poses and says. That he corroborates the testimony
of the preceding witness Brister, having had the
same opportunities of examining the hand writ-
ing of Joseph Genow. Note the same objection was
taken to this deposition as the preceding one.

Affid J. Stephenson
Thos Mellons having been first duly sworn de-
poses and says as follows. I have seen the bond
in question and find my name on it as witness
but I never subscribed it; and I know nothing
about it. Question by Deft's Counsel. When did
you first see the bond. Answer. At the general
muster before the last at Jerusalem, on the 16th
of April or May 1841. By same. Have you seen
the bond since that time. Answer. I think I
saw it at the Court House, sometime last Spring.
By same. When you first saw this bond. Did
you examine its face. Answer. Yes. By same.
Was your attention drawn to the fact that
your name was on it as subscribing witness.
Answer. it was not. By same. When were
you first apprised of the fact that your
name was on it as witness. Answer. The
Spring muster before the last. By same. When

you were first apprised of the fact, did you
close the signature to be a forgery. Answer.
I did. By same. To whom did you ^{first} tell that
fact. Answer. I do not remember. By same. Are
you certain that when you first saw your sig-
nature you declared it to be a forgery. Answer.
I said it was not my hand write. By same. How
long after you found out that your name was
signed to the bond as witness, was it; before you
said it was not your hand write. Answer. Before
I got home from Jerusalem. By same. Who
were present when this bond was first shown
to you. Answer. Harry Canstun and Cap. Murphy.
By same, were you asked as to the genuineness
of your signature and what was your reply. An-
swer. I said it looked something like my hand
write. By same. Did you express a doubt as to
the genuineness of your signature. Answer. I
did not. By same. Did you not say on the occa-
sion referred to, in reply to an enquiry by I Murphy
that you saw Mrs. Schow make her make it
that she asked you to witness it. Answer.
I did not. ^{Question by same} Did you not say when the bond
was first shown you, that you knew the said
bond to be the Genow's & that you had witness-
ed it. Answer. I do not recollect. How high up -
I had taken seven or eight drinks of brandy -
^{Question by same} How long had you been off parade when
this bond was presented. Answer. I had
come right out of parade -
Question of same. Can you say that you never
signed the bond. Answer. It is not my
hand writing. By the same. How is it
that you know & do it is not your
signature & yet when first shown you,
you ^{expressed} ~~expressed~~ no doubt of its genuineness.
And I do not recollect.

Question of some, to whom did you first communicate the fact that your name had been forged. Answer. I forget. By the same what circumstance first satisfied you, that your name had been forged - Answer. I had not been to Mrs. Schenck in three years. By the same. Is the subscription of your name to the bond any thing like your hand writing. Answer. It is not. By the same. Has it been altered, or does it present the same appearance as when first shown you - Answer. It has not been altered & presents the same appearance as when first I saw it - By the same. Did you not say to Mr. Burgess that the signature looked like your hand writing but you would not like to swear to it. Answer. I do not recollect. Question by J. H. Counsel. When this bond was first shown to you do you remember saying any thing more, than that your signature looked like your hand writing. Answer. I do not. By same. When this bond was first shown to you in the presence of Harry Cunningham & Capt. Murphy were you sober or not. Answer. I was not. By J. H. Counsel. Might or might not you have signed the bond, when you were drunk. Answer. I did not sign the bond.

Ada McEllis

Laurisa Holland wife of Joseph Holland. having first been duly sworn - deposes and says as follows. Brother Jacob came to my mother some time last September, and I asked him what conclusion he had come to about the bond in question. he said that if Joseph had assisted him, when he Jacob, wrote to him, that he had made it, it would never have been heard of. he said that he told Joseph when he was in from the west, to

acquaintance his, Jacob's property, and settle the note that he knew it was wrong, and never intended for it to be returned; about a fortnight before last fall Mrs. Canine came to mother as usual, and said that he had just received a check from Joseph for about the sum of \$380. and he wished his mother to take it and go to Capt. Murphy, and settle the note, that he had sent the check to Capt. Middleton a few days before to collect. just before he started away he asked mother, who she was going yet to attend to the suit - then brought on the bond, I replied, that I expected brother John Holland to attend to it. he asked me if Joseph Denaro had sent John Stone letters, I told him that I expected he had sent them, he then said I will write him.

Laurisa Holland

Hennietta Holland, wife of John Holland being first duly sworn - deposes and says as follows. I was in company with Jacob Denaro at my mother's, sometime in last September (1841), I told him that I wished to speak to him, I then asked him if he knew that the bond which Capt. Murphy held against my mother and two of my brothers was wrong - he said yes, I know it is, I then asked him why he did not go to Capt. Murphy and tell him so - he says. I had rather go to the penitentiary, that if Joseph had sent him the money to pay this bond as he had written him to do, it never would have been known. At another time shortly afterwards, he ^{told} mother in my presence that if she would go and pay Capt. Murphy the bond, he would give her his gold watch and \$500. and make over his interest in the dinner stores. The evidence of Hennietta

Holland is objected to 1st Because at this time there is pending a suit of slander for words spoken by said John Holland husband of witness in reference to the forgery of the bond in question. 2^d Because said John Holland, is the bail of Joseph Senow now removed beyond the limits of the Commonwealth of B. because said John Holland is security to the fe bond made by Plaintiff to which the injunction already granted is sought to be perpetuated.

Henrietta Holland.

John Holland being first duly sworn deposes and says as follows. Sometime in the month of June or July - 1841, Mrs Senow ^{from} unrecalled, Joseph Senow that Capt Mur-
phy told a bond against James Senow, Joseph Senow & Francis Senow, Mrs Senow told me to ask Capt Murphy if he held such a bond as before described. At August Court 1841. I asked him if he held such a bond, he said that he did, but did not have it with him - On Saturday after August Court Joseph Senow came in from the West, Mrs Senow sent for me, to go to her house, I went on the next morning; and found Jacob in the prison crying. I asked him what was the matter, he replied, I wish somebody would blow my brains out before I go to Franklin; a short time after this, I think his mother asked me to walk in the garden. Jacob followed us, his mother asked me, what would be done, to Jacob for forging the bond. I told her I did not know. Jacob asked me, then, to persuade his brother Joseph, to write a note to Capt Murphy, saying to him that he, Joseph,

would see the money paid, if he did not that Capt Murphy would bring suit on him, that then the matter would come before the world and ruin him forever. I told Jacob that Capt Murphy told me that it was a good bond and that Mr. Wellons was witness to it - Jacob observed, that if Wellons said that ~~it~~ he had witnessed that bond, he was a fool and a liar, that he had never seen the bond before Capt Murphy showed it to him, and that he, Jacob, wrote every signature to the bond himself. I asked Jacob if he was not afraid to run the risk that it was a dangerous thing - he replied I will tell you how I came to make the bond I never meant to injure any one, or embarrass any one, he said that he owed Capt Murphy for some money which he, Murphy, paid for him in the Exum case, and that he held a bond against his brothers for \$1600, which he had placed in the hands of Capt Murphy, for his own satisfaction, but after reflection he said that if Capt Murphy were to die, he, Jacob ^{might} ~~would~~ lose the \$1600. for the \$700, which he owed said Murphy, and that was the reason why he, Jacob, made the \$700 bond, to place into Capt Murphy's hands, in order to get possession of the \$1600 bond, and said that he thought he would get money on the \$1600 bond from his brothers, to pay off the bond in Capt Murphy's hands, and it would never be known - he asked me if I would tell to his brother Joseph - I told him I would and about that time Joseph came into the garden. I then persuaded Joseph to pay ~~him~~ the money to Capt Murphy for Jacob. Joseph commenced crying and said

that he wished he had died before he ever had
 one of a brother, I told him he had better pay
 it, to keep it from being known, that it
 would ruin the family. Joseph said that
 he would not; if he did, Jacob might ruin
 his mother, that it was best to check him in
 time and let it be known, Joseph after a few
 moments reflection said that he would go
 to Capt. Murphy, and sometime afterwards we
 both ~~went~~ ^{went} to Franklin. Question by Dist. Here
 you not told some gentleman that you never
 heard Jacob Genow say that the bond was false
 answer - I have not. The witness John Holland
 on his own due stand, that he had bail for Joseph
 Genow & Francis Genow. That he now had pen-
 ding against him a suit in favor of Jacob
 Genow to him for slander in speaking of the
 said forged note. & that he was the security of
 Mr. Genow in the f.c. bond to which the application
 in this suit was obtained & for these reasons
 the Dykes except to his testimony

J. M. Holland

The foregoing depositions were taken, sworn to
 and subscribed at the time and place men-
 tioned in the Caption, before me a Justice of
 the peace for District of Columbia. Given
 under my hand this 17th day of September 1842

Reuben Griffin J.P.

Depo-
for Ruff.

Ridley sustains the
allegation of the Bill
Holloman contra.
Parker & Douglas
also contra.

Depositions of A. S. N. Burges and others
taken between the hours of sun rise and sun
set at the office of Pringle & Goodrich in the
village of Jerusalem and County of Dauphin-
shire, ^{on the 29th day of October, 1842} to be read as evidence on the part
of the plaintiffs, in a ch. suit now de-
pending in the Circ. Sup. Court of Penn.
& Ch. in which Francis Senow is pla-
intiff and Simon Murphy & Jacob Se-
now are defendants -

The deponent A. S. N. Burges having
first been duly sworn, deposes and
says as follows. That he was present when
one of the defendants, viz. Simon Murphy
asked Ira Willows, whether the signature
which he then exhibited to him (& at
the same time showing him
one appended to a bond) was
his? Willows replied, as nearly
as deponent remembers, it looked
like his, but he would not say
or swear it was his. He further
says that, on the evening, the 28th,
of the day when judgment was
announced in the case of the suit
brought by Senow (for the benefit
of Murphy) against Senow & others,
he was requested by Simon
Murphy to say to Mrs. Senow
that she need not give
herself any concern in relation
to

to the decision which had just been made: that, he felt all the respect for her which ought to be entertained by him, in consideration of the family connection & is ting & f. that he should not proceed in a way to upbraid or in any wise disparage her & f. that he could make the money otherwise and said he thinks, out of Joseph Lenow or the boys (meaning or deponents) ~~say~~ naturally inferred Joseph & Lenow Lenow.

A. J. H. Briggs

The deponent James Clayton being first duly sworn on the Holy Evangelist deposes and says that. Sept. Drury was at my house about the time that he served the writ on Joseph Lenow to recover a note executed by Mr. Francis Lenow and his sons. and states that the note was very awkwardly executed, that in signing the note the same order was ^{not} observed, as in the body James Lenow being named in the note as Principal and Joseph Lenow signing first.

James Clayton

The deponent Wm. D. Hood being first duly sworn on the Holy Evangelist deposes and says that. That on the day of the general parade at Jerusalem the last of June, ^{the day of the month} having been called on to point out Ira Wellons to Capt. Murphy I did so, on his return from the

field, and that I did not consider Mr. Wellons sober, he was in rants, but had, I discovered been drinking. Which was about the middle of the afternoon as well as my recollections serve me, after the troops had returned from parade. Question by J. H. Counsel: Do you think that Ira Wellons at the time you pointed him out to Capt. Murphy, was in a situation to distinguish his hand writing, from that of any other person I cannot say that I do, should there be ^{close} resemblance between ~~that~~ Wm. D. Hood

The deponent Joseph Drury being first duly sworn on the Holy Evangelist deposes and says that. As I returned home from the Gent's Muster the Spring before last Ira Wellons said to me that he had never seen the note before ^{that day} on which Capt. Murphy had brought suit before that day and I wrote to it and said if he ever signed it he must have been drunk he was drizzly at that time but not so that he had been the greater part of the day.

Joseph ^{his} Drury
marks

The deposition of Ben. Babb being first solemnly affirmed deposes and says that. That some time in August 1841 at the request John Mc Hollan I walked to Mr. Lenow on arriving there we found Jacob Lenow sitting alone in the back porch crying and ^{Mr. Hollan asked him what was the matter and he} said he wished some one would blow out his brains before he got to Franklin. Jacob Lenow and Mr. Lenow walked in the garden and some short time Mr. Hollan followed and they remained in the garden probably one hour ^{3 quarters} ~~half~~.

Ben. Babb

Atm. The foregoing deposition was given as involunt.

The deposition of Joel W. Allen was
having been first duly sworn
deposes and says that at the fall
term of the Sup. Court of Southampton
he was ~~counsel~~ requested to act
as counsel for Joseph Lees and
Frances Lees in a suit brought
by or for the benefit of George
Murphy against them and for
Lees on a bond purporting to
be executed to Joseph Lees and
assigned or turned to raise Murphy.

The deponent asked of the court
a continuance of the case in order
to give time to prepare a plea
of non est factum to be sent
to Tennessee and qualified to
by raise Joseph Lees, he having
left the room after the review of the
case. The court refused to continue
the case and there could be
no defense as to Joseph Lees. The
court the deponent thinks was
not ~~not~~ executed of James Lees
as he was in Tennessee.

A plea of non est factum was
prepared and moved to by Frances
Lees and either filed in the
cause or ~~in the~~ was in the
hands of Mr. R. Ridley one of the
counsel and ready to be filed.
There remains to be some doubt
what would be the result of
~~presenting~~ the plea, and it was
considered as ruinously involving
the peace of the Lees family
~~and the community~~ ~~requiring~~

W. Allen's deposition cont

as the mother was stating on
oath that she never executed
the bond which Joseph Lees ~~claimed~~
claimed to be due from her
and his two brothers.

After consultation between Mr.
Ridley and the deponent, and
at the instance and suggestion
of the counsel for the plaintiff
it was agreed that the plea
of non est factum by Mrs. Lees
should not be filed (if filed
should be withdrawn, and

that ~~the~~ Mrs. Lees should not
be called or required to pay
the judgment until after it
was ascertained that it could
not be made out of the
three parties or the bail of
Joseph Lees and that due
legal means should be used
by the plaintiff to recover the
~~money~~ amount of the judgment,
before Mrs. Lees should be called
on to pay the same and
further this deponent with
not

Joel W. Allen

The foregoing depositions were taken sworn to and subscribed before
me this 29th day of October 1842.

J. B. Mapson, J.P.

The deposition of Robert Ridley taken at the same time and place. The deponent being sworn

Says, That at the fall term of the Circuit Superior Court for Southampton in the year 1841. he was, with Mr Holleman employed to defend a suit, brought by Jacob Senow for Union Murfee vs Joseph Senow James Senow & Frances Senow, on a bond (the amount not recollected) he was instructed by Mr Senow to file the plea of non est factum, which he prepared and had proven by her affidavit in the usual form - his impression is ~~that~~ that the plea was filed, but of this he is not certain; but whether the plea was filed or not, he is certain that he advised the Council for the Plaintiff of his intention to file it, and that an agreement was finally entered into between the Council on both sides that, a judgement should go by default, with the understanding that no ~~forfeiture~~ execution should be issued against Mrs Frances Senow or any steps be taken to make the debt out of her, until all legal means ~~of~~ ^{for} collecting the debt out of the other parties to the bond had been exhausted - this proposition was made by the attorney for the P^lff, to which we acceded —

Robert Ridley

The above deposition was taken sworn to and subscribed before me this 29 day of October 1842

J D Maspenburg JP

Lenon

v. } Depo:

Lenon &c

Came to hand sealed October 18th
1842. LRE.

The Clerk of the Circuit-Court of
Law & Chancery for the
County of Volusia

%

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The Clerk of the Circuit-Superior Court of
Law & Chancery for the
County of Southampton

Term to be held October 18
1842. S.R.C.

Donor &c

to { S.R.C.

Donor

Depositions of Littleton R Edwards and John
H Darden, taken at the office of Ridley Good-
wyn, in the village of Jerusalem, and County
of Southampton, on the 18th day of October
in the year 1849, ^{between the hours of nine o'clock and} to be read as evidence on the
part of the plaintiffs in a chancery cause de-
pending in the Circum-Court of Law & Ch-
for the County of Southampton, in which
Francis Senow is plaintiff and Simon
Murphy and Jacob Senow are defendants

The deponent Littleton R Edwards having
been first duly sworn, deposes and says as
follows. I have seen Joseph Senow write and think I am acquainted
with the hand writing of Joseph Senow. A paper which is now before
me and purporting to be a bond or note executed by Jos. Senow, James
Senow & Francis Senow to Jacob Senow for the sum of Seven hundred
red dollars dated the 18th day of June 1838 payable three years
after date. I am of opinion that the body of the said note nor the
name of Jos. Senow thereto ~~to~~ is in the hand writing of
Joseph Senow. I am not acquainted with the hand writing of
James Senow or Jacob Senow

Question by defendants counsel. - Is there
any thing in the signature of Joseph Senow
to the bond in question, which convinces
you as an expert, that it might not be
a simulated hand?

Ans. From my knowledge of the hand writing of Jos. Senow I
feel convinced that the signature is not in his hand writing.
An expert penman is certainly capable of disguising his hand
writing. but the signature does appear to me to be an attempt
to disguise:

L. R. Edwards

The deponent John H. Darden having been first duly sworn, deposes and says as follows
From having been acquainted with Jacob Senow, and his hand-writing, a knowledge of which I obtained while he was a pupil in my school, when he was quite grown, and in fact from having seen his writing at different times subsequently, I am induced to believe that the bond now before me bearing date on the 18th day of June 1838. for the sum of seven hundred dollars, and signed by Joseph Senow Principal, James Senow and Frances Senow securities, was written and signed by the said Jacob Senow himself, with the exception of the signature of the witness

sworn by the counsel for the defendant.

On you mean to say, from your knowledge of the hand writing of Jacob Senow that in your opinion the body of the bond as well as the signatures of all the obligors thereto is in the hand writing of Jacob Senow.

Answer I think it is

Question by defendant's counsel. Look at the endorsement on the back of the said bond, and say whether you think that is also in the hand writing of the said Jacob Senow.

Answer, I have seen Jacob Senow write in a very hurried and careless manner, when his writing resembles the body &c of the S. bond, at other times I have seen him write while more particular, and his writing would resemble the endorsement on the bond, but his writing generally resembles more the body of the bond &c

John H. Darden

Note. The foregoing depositions were ^{taken} sworn to and subscribed before me at the time and place set forth in the Caption, having been objected to by the defendant's counsel on the ground that they were irrelevant —

J. M. Massenburg. P. 12

Lenox

n. } Dep:

Lenox Jr

Came to hand under Seal 18

October 1842. L R E

Wm. H. Chapman
of Lawrence and Chapman for

The Clerk of the Superior Court

Came to hand under Seal. October
18. 1842.

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The depositions of Henry B. Vaughan
When F. Parker, Wm. E. Parker and
Samuel J. Douglass, taken at George's
tavern on the River of New Haven,
on Tuesday the 18th day of October
1842, between the parties of the
part above & me. & 5 p.m.
agreeably to the annexed notice, to
be used as evidence in the case
of ^{Francis} ~~Francis~~ Lenow & others vs. ^{James} ~~James~~
~~Lenow~~ & others, now depending in
the circuit superior court of law
& chancery for the county of South-
ampton, in the shire of Kent of
the said court. The deponent Henry
B. Vaughan being sworn as the
jury was called to do, by the God
desperable & a seal. That Capt. Murfey called
on me to hear what Ira Wellons would say on going up to
where they were standing Captain Murfey exhibited a note to
Wellons and asked him if he saw Francis Lenow make her
mark to said note and if he was called on to witness the
same to which Wellons answered that he did see her make
her mark and that he witnessed the note ^{at the request} ~~at the request~~ the same
time making some little apology for the badness of the writing
not having any spectacles I did not particularly examine
the note and cannot state what the amount of the same
was. Capt. Murfey stated to Wellons that the note purported to
be signed by Joseph Lenow James Lenow and Francis Lenow
and Wellons admitted that to be the fact. —

Question by the the defendants counsel. Were there no circumstances by which you can bring to your recollection the time at which this ^{conversacon} ~~circumstance~~ ~~con~~ took place ~~thenceforward~~. it was on some public day or a ~~Monday~~ ~~Monday~~ since and the conversation took place near thy house and the corner office commonly cal. d Frenchs office —

2
Question by the defendants counsel. Were you subpoenaed as a witness in the case of Jacob Lenow for Simon Murfee against Joseph Lenow and others? Answer. I was.

Question by the defendants counsel. Did the conversation between Murfee and Mellons take place before you were even summoned ^{in that suit} as a witness?

Answer. It did. —

Question by the Plaintiffs counsel. Can you say positively whether the bond on which this suit was instituted was the bond presented to Mellons?

Answer. I cannot.

Question by the Plffs counsel. Can you say whether ~~whether~~ Mellons ~~said~~ that he saw Mrs. Lenow make her mark and that she requested him to witness it or simply that he did witness it and that the signature was in his hand writing.

Answer. He said he saw her make her mark and that he was called upon to witness it.

Question by the Plffs counsel. Do you know whether Mellons is in the habit of getting drunk at public places?

Answer. I do not.

Question by the Plffs counsel. At the time of this conversation was Mellons drunk or sober.

Answer. I cannot say —

Question by the Defendants counsel. Was there any thing in the manner or conversation of Mellons that induced you to think he was drunk?

Answer. There was not.

Henry B. Vanshoon

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John F. Parker being first sworn on the holy evangelist of almighty God ~~deposed~~ and saying. That some time between the months of July and October in the year eighteen hundred and thirty eight Jacob Lenow presented to him a note and offered to give it to me for my plantation on examining the note I found it purporting to be executed by Joseph Lenow James Lenow and Francis Lenow — on the margin of the note it was marked in figures \$750.00 but the body of the note only promising the payment of seven hundred dollars Jacob Lenow, attention to this difference he attempted to explain it in some way but how I do not now recollect — but I stated to him if he would make the amount eight hundred I would take it he would not agree to do so therefore we did not trade. —

Question by the depts. Do you believe that the note now exhibited ~~which~~ is the note taken from the papers in the case of Jacob Lenow for the benefit of Simon Murfee against Joseph Lenow and others. is the identical note offered to you by Jacob Lenow at the time you mentioned?

Answer. I do. —

Question by the plffs. Are you certain that you saw this note between the months of July and October in the year eighteen hundred and thirty eight —?

Answer. I am. —

Question ^{by the plffs} do you recollect the time when you first saw this note from any particular circumstances or do you recollect it independent of any circumstances?

Answer. The period of the year I recollect from its being nearly the closing of the time of working the crop and of the year I am certain. —

John F. Parker

James Douglas having been
first duly sworn on the Holy Evangelist of Al-
mighty God, deposes & says - That sometime in the
month of August Simon Mumfu placed in his
hands as Counsel, a note purporting to be executed
by Jos. Senor James Senor & Francis Senor for
the sum of \$700 - & requested ^{the} immediate insti-
tution of suit - As one of the parties Jos. Senor was
soon to depart the Commonwealth, the suit
was brought & ready for trial at the Autumn
Term of the Supr Court for the year 1841 - during
the sitting of the Court & before the Cause was
called on the Docket in its order for trial
it was stated by the Counsel for the Defendants
that the plea of non est factum would be
filed & relied on, there was much conversation
between the Counsel on both sides when it
was agreed on ~~account of the relation~~ that the
plea should not be filed & that the Plaintiff
would first endeavour to procure Payment
& Satisfaction of the debt from Joseph Senor, or
his bail Holland, but it was expressly under-
stood by Plaintiff's Counsel, that Mrs Francis
Senor should under no circumstances be
discharged from her liability, & that the Court
be held liable should the claim not be dischar-
ged by ^{satisfied} Jos. Senor or his bail, the reason assigned
for first looking to ~~Joseph Senor~~ on this bail, was;
that Mrs Senor had not enjoyed the benefit
of the sum named in the bond, but it was
for the benefit of Joseph Senor.

James Douglas

Wm A Parker being first sworn
deposes & says that he was
retained as Counsel in a suit

brought by ⁽⁵⁾ Jacob Senor for the
benefit of Simon Mumfu against
Joseph Senor, & others, then defend-
ing in the circuit superior court of
Law and Chancery for the county of
Bristol and Town, on the law side of
the said court, which stood ready
for trial, at the October Term
of the said court for 1841, that
he was informed by the counsel
for the defendants, that they intend-
ed to file and rely upon the plea
of non est factum, on the part
of Francis Senor, one of the defendants
in the bond upon which the said
suit was instituted, that frequent
conversations took place, between
the counsel for the Plaintiff &
the defendants in the said suit
in relation to the said plea, which
involved the issue upon the fact
of the said Francis, of perjury,
or of forgery upon the part of the
Plaintiff &c. &c. he was informed
that it seemed to be deemed on both
sides to avoid an issue of a nature
involving such painful & unne-
cessary consequences & it was finally

6
agreed between the counsel, that the
said plea, should not be filed, and
that judgment should go by default,
provided, that when the execution
was issued, it should not in the
first instance, be levied upon the
property of the said Frances, who
was represented to be impoverished
merely as security, deriving no
benefit from the amount of money
due upon the bond, but that an
effort should first be made to
recover the amount of the said
judgment from Joseph Heneen
or his bail John M. Holland, but
if such an attempt should prove
unsuccessful, that the Plaintiff
might then proceed against the
defendant Frances Heneen. This
deponent recollects particularly
& positively, that the beneficiary
Plaintiff Simon Murphy, would
not consent under any circumstances
to exonerate Frances Heneen from
her penal liability as one of the
obligors of the bond, and that it
was distinctly understood and agreed
upon, by the respective counsel, that

judgment should go by default with
that understanding

Wm C Parker

The foregoing deposition was taken sworn to and subscribed
before me at the time and place mentioned in the preceding
caption. —

J. D. Mapsonburg 9. 12

Lenox

n. } Dep: for

Lenox & Co Dept.

bound in by S. D. Mapenbury
J. P. au. October 31/1842 L.R. Co

The depositions of John R. Williams, Eliza A. Oliver, Jesse Drury, Monroe Puller Willis, W. Lawrence Seth S. Williams Nelson B. Garmon Wiley Counsel Lemuel Robertson taken at the Rail Road office at the Franklin Depot - October 28. 1842 between the hours of 12. M. and six o'clock P. M. to be read as evidence in a suit depending in the circuit superior court of Law and chancery for the county of Southampton on its chancery side in which Francis Lenow is Plaintiff and Jacob Lenow and Simon Musfee are defendants.

The deponent John R. Williams being sworn on the holy evangelist deposes and says. I heard Ira W. Miltons say he knew a good deal about the suit alluded to. I asked him he was well paid. his answer was, he was trusted by the defendant. What did you infer from his remark that he was paid well, did you understand him to mean that he was paid for his trouble or that he was paid for swearing.

Answer. I did not ^{suppose} he meant to say that he was bribed.
Question by the Plaintiff (You do not mean ^{to say} that you understood him to mean that he was paid by the plaintiff).

Answer. No. I did not so understand him.

Question by the Defendant. Are you acquainted with Jacob Lenow
Answer. Yes.

Question by the same. What is his standing in his neighborhood as a man of probity and honesty.

Answer. So far as I know or believe he stands fair.

Question by the same. Are you acquainted with his hand writing.

Answer. I am.

Question by the same. do you believe this note to be his hand writing (a note being exhibited to the witness purporting to be executed by James Lenow principal and Joseph Lenow as security marking on the margin in figures \$750.00. and in the body of the note calling for \$700 only signed by Joseph Lenow James Lenow and Francis Lenow and witnessed by Ira Miltons)

Answer. The body of the note ^{does not} appear to be such a hand as he now writes

Note that I know nothing about and say that Joseph Lenow said it was a
false note.

Jose Drury

The depositions of Monroe Miller he being first duly sworn on the 24th
Evangelist of the night Geo. Depew and sayeth. That he lived at Mr.
Francis Lenow at the time Jacob Lenow was married and that Ira Kelley
some times came there during the time I lived there and he was there the day
after Jacob Lenow was married.

Monroe ^{his} Miller
mark

It is admitted by the parties that Jacob Lenow was married on the
20th day of June 1838

The foregoing depositions were taken sworn to and subscribed
before me this 28 day of October 1842.

J. W. Mapson J. P.

Deposition of W. J. Goodwyn. The deponent says that he thinks he has heard John Halland say that he did not believe that Jacob Ferris intended to injure any person by his conduct in relation to the bond in question.

W. J. Goodwyn

The foregoing deposition was taken sworn and subscribed before me
the 31 day of Oct 1842

J. D. Thompson, J. P.

Senor

Dep

Senor

Handed in by Jas D. Thompson
by J. Pearce. October 31. 1842
J. R. Edwards

Depositions of Seth D Williams and others
taken at Jerusalem on the 31st day of October
1842, between the Tutors of sum insured sum set
to be read as evidence in a ch. suit now de-
pending in the Circ. Sup. Court of Loud & Ch.
In Westchester County
on the part of the defendants, in which
Francis Lennaw is plaintiff, and Simon
Murphy & Jacob Lennaw are defendants

Seth D Williams having been first
duly sworn deposes & says as follows - I have ^{long} fre-
quent dealing with Jacob Lennaw and think I know his hand writing and
do not think this note is in his hand writing (it being admitted by the facts
that the note exhibited is the note on which the action is founded) I think
the assignment on the back of the note is in the hand writing of Jacob Lennaw.
Question by the defendants counsel. What is the general reputation of Joseph
Holland in his neighbourhood for truth?

Answer I know very little of his reputation in his neighbourhood.

Question by the same is the little that you do know favorable or unfavorable

Answer. Unfavorably.

Question by the same, from what you do know of his reputation in his neigh-
bourhood would you believe him on oath.

Answer. I could not place the greatest reliance on his oath.

Question by the Plff are you on friendly terms with Joseph Holland

Answer I am not we have been at variance for three or four years and
therefore I express my aversion to giving testimony in this cause. —

Question by the Plff counsel. Do you believe that the only writing on the
note in question, in Jacob Lennaw hand writing is the assignment
on the back of the note?

Answer I do — Note, the ^{as well as those that follow.} above deposition
so far as it concerns the character of Joseph
Holland is objected to, on the ground that
the deposition was taken at so late a period
as not to give to Holland an opportunity to
sustain his character - Seth D Williams

The deposition of Wiley Council he being first ^{solemnly affirmed} ~~duly sworn on the Holy~~
~~crayest of almighty God~~. Depose and say etc.

Question by the defendants counsel. Do you live in the neighbourhood of Joseph T Holland and what is his character for veracity?

Answer I do live in his neighbourhood. And if the reports about him are true it is very bad.

Question by the same. Are these reports of which you speak generally believed?

Answer I believe they are. It is on the foregoing deposition is objected to on the same ground as the preceding,

Question by the depts. counsel. Would you from his reputation believe him on oath?

Answer. I could not place great reliance on his oath if he ^{may} be interested
Wiley. Council

The deposition of Edward C. Crumpler.

I live in the neighbourhood of Joseph T Holland and if the reports there about him are true his reputation for truth is very bad.

Question by the depts. Counsel. Are these reports generally credited?

Answer I cannot say.

Question by the same. Would you from his reputation believe him on oath?

Answer I would not if he were interested.

Edward ^{his} Crumpler
mark

The deposition of Timothy Decker, Robert R. Robertson and Stephen Lankford. We I live in the neighbourhood of Joseph T. Holland and perfectly concur in the statements made by Wiley Council and Edward C. Crumpler.

Timothy Decker
Stephen Lankford
Robert R. ^{his} Robertson.
mark

The foregoing depositions were taken sworn to and subscribed before me
this 31. day of October 1852.

J. M. Spangenberg

To The Clerk of the Circuit Superior Court
of Law and Chancery of
Southampton County

Birch Pond Tenn.
Sep 27

Virginia
Jerusalem P.O.

Return to hand under Seal above.
11/1842

Donor
1/1842
Donor
1/1842

1/1842
Donor
1/1842

1/1842
Donor
1/1842

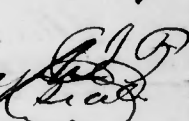
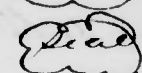
State of Tennessee, Fayette County to wit:

We Isaac Killough and Robert Riddick
justices of the peace for the state and County aforesaid,
do hereby Certify, that we have by authority of the an-
nexed Commission from the Circuit Superior Court
of Law and Chancery for the County of Southampton
Virginia, Caused James Vinow to appear before
us, at the store house of Joseph and James Vinow
in the County of Fayette and state of Tennessee
on this 26th of September 1842. and between sun-
rise and sun set of said day, to give the
following deposition to be read as evidence
in a suit now pending and undetermined in
the Circuit Superior Court of Law and Chancery
for the County of Southampton Virginia in which
Frances Vinow is plaintiff and Jacob Vinow and
Simon Murfee are defendants, who being
first duly sworn deposes ~~and~~ says that he
received a letter from said Jacob Vinow ~~per~~ or
about June 1841. written in his own hand write,
stating that he had been guilty of making a bond
for seven hundred dollars. and had signed
my name to it. his brother Joseph Vinow's name
and his Mother Frances Vinow's name to it.
and that he had transferred or paid said
Note over to Simon Murfee, and that said
Murfee intends writing me soon in relation to
said Note, and when I received such a
letter to answer it and not deny the execution
of said Note as it would ruin him forever
In said Letter I received from said Jacob
Vinow my note enclosed. which I had executed
to him for seven hundred and fifty Dollars
dated 1 Sept 1840 at Three Months after date.
he enclosed it to me he stated with the hope
that I would remit him the amount so as =

to enable him to take in this bond he had made and transferred to Masfee;— at the time I received the note I only owed him a balance of 500\$ for which amount I purchased a draft on a Gentleman in Richmond and sent the same to John Womble Esq for Collection, said draft was paid at Maturity and Mr Womble remitted him the amount, which made me and him even —

He stated in his letter why he had made this ~~note~~ (viz) that Simon Masfee had advanced for him about 5. or 700\$ on his pledging my 1600\$ Bond which I took in on a settlement on the 1st Sept 1840 — he stated the amount advanced him by Masfee was to pay the Exum's as a compromise between him and them for the judgments said Exum's obtained ~~against~~ ~~him~~ against him for slander and that his object in making this 700\$ note was to redeem the 1600\$ note which said Masfee held — James Snow

Which deposition he the said James Snow subscribed his name to it, after being sworn and taken as in the Caption is set forth Given under our hands and seals this 26th September 1842.

Isaac H. May 
R. Riddick 

The Commonwealth of Virginia: To any two Justices of the peace for
the County of Fayette, State of Tennessee. Greeting:

Know ye that we trusting in your fidelity and provident circumspection
in diligently examining James Lenor a witness for Frances Lenor in a suit
in Chancery pending in the Circuit Superior Court of Law & Chancery for
Southampton County in which Frances Lenor is plaintiff and Jacob
Lenor & Simon Murfee Defendants

command you, or any two or more of you, that at such day and place as you
shall appoint, you assemble yourselves, and the witness aforesaid before you,
you call and cause to come, and diligently examine on the Holy Evangelist
of Almighty God, and his examination into our said Court dis-
tinctly and plainly without delay you send and certify enclosed returning also
this writ: Witness, ^{Gilbert R Edwards} James Rochelle, Clerk of our said Court, at the
Courthouse this 15th day of August 1842
in the 6th year of the Commonwealth.

J R Edwards Clk

Lenon

v } Cam.

Lenon & P

Lemon

v. }

Lemon & P -

Filed with the answer of the
Sfr Simon Murphy

50

Capt Simon Murphy

Powers P.O.

2 sheets

Southampton Co
Virginia

by one O. D. J. J. J.

Learn

to } Agreement

Learn of

Filed Oct 19 1842.

It is agreed between the parties concerned, that
all of the depositions taken in the Chancery of
Francis Senner v. Musfur & Senner, may be read,
if necessary, subject to all legal objections, in
the Chancery Court of Senner v. J. M. Holland
Senner v. J. S. Holland & Senner v. Senner -
but it is expressly understood, that all necessary
steps shall be taken to secure the personal
attendance of the witnesses, & that the depositions
can not be read, unless the court
should determine that, depending upon
the case &c, should be read in the written
statements -

Wm. C. Asher

W. S. Goodwyn

Senor for Mungo

to } lcs. Judy: & P.

Senor & P

(A)

\$750.00.

Three years after date we James Senor principal and
Jo Senor Secy. do promise to pay to Jacob Senor the just and full sum
of seven hundred dollars. we bind our heirs & assigns ever given under
our hands the 18th day of June 1838.

Test
Ira Wellers.

Jo Senor (Seal)
James Senor (Seal)
Francis ^{his} Senor (Seal)
marks

I assign the within note to Simon Murfee - June 1/ 1839
Jacob Senor.

Touhampston Circuit Superior Court November 5. 1841
Jacob Senor who sues for the benefit of Simon Murfee Plff.
against } In Debt
Joseph Senor. James Senor & Francis Senor Dfts.
The defendants Joseph Senor and Francis Senor being arrested and still failing to appear it is consid-
ered by the Court that the plaintiff recover against the said Defendants Joseph Senor &
Senor the sum of seven hundred dollars with legal Interest thereon from
the 18th day of June 1841 till paid the debt and Interest in the declaration
mentioned and his costs by him in this behalf expended. And the said Dfts.
in Mory &
Plaintiff recs \$9.91.

Copies. Test. J R Edwards &c

Lenow

n. { Record

Lenow Wetmore

\$9.42

①
At a Circuit Superior Court of Law and
Chancery held for the County of Southampton
at the Court house of the said County on the 10th day
of April 1843.

Be it remembered that heretofore to wit on the 3rd day of March in the year
1842. Frances Senow filed in the Clerks Office of the Circuit Superior Court
of Law and Chancery for Southampton County with the Clerk of the said
Court her bill in Chancery against Jacob Senow and Simon Murfer which
bill with the affidavit of the order of the judge awarding the injunction is in
the words of figures following to wit:

To the Hon. James H. Gholson Judge of the Second judicial Circuit,
Your Complainant. Frances Senow Humbly complaining thus unto
your honour that Jacob Senow who sued for the benefit of Simon Murfer
brought suit against your complainant on a bond purporting to be executed
by your complainant. To Senow and James Senow on 18th June 1838.
and payable three years after date, for \$700. and obtained judgment
against your complainant at the November Term 1841 of the Circuit
Superior Court of Law and Chancery for the County of Southampton,
a copy of which is herewith filed marked (A) under the following
circumstances. Your complainants name had never been put to
the said supposed bond by herself, but was a forgery to all intents and
purposes, positively, and unequivocally a forgery and your complain-
ant in order to avail herself of the improper legal defense, had sworn
to a plea of non est factum, and placed it in the hands of her
Attorney to be filed and relied upon - Your complainant was
able to prove the truth of her plea - Your complainant further
states to your honour, that her counsel as she is informed and
believes, withdrew or did not file the said plea of non est factum,
solely in consequence of an agreement, as they understood it, that
the Plff should never call upon your complainant for the amt.
or in any way interrupt her before they had exhausted all legal
remedies against the other two obligors to the said supposed bond
that your complainants counsel were induced to do, because your
complainant would under that arrangement never be compelled
to pay the judgment, and her own son saved the mortification of
a public exposure which they thought, and truly your complainant
did not wish to see. Yet notwithstanding this agreement by which
the Plff was bound to issue no execution against your
complainant, Execution was issued and your complainant compelled

in order to save her property, to give a forth coming bond. of your
complainant by this proceeding has been deprived of her legal defense
in the plea of non est factum, or any other defense she may have
been advised to rely upon. In tender consideration of all which
and for as much as your complainant without remedy in the prem-
ises except in a court of equity where such matters are peculiarly
cognizable, to the end therefore that justice may be done, she
prays that Jacob Senow and Simon Musser may be made defen-
dants to this bill, and true answer make upon oath to its allegations
that your honour will grant an injunction restraining the said
J Senow and Simon Musser and all other persons from proceeding
to collect said judgment, that your honour the premises considered
will perpetuate the same, and grant unto your complainant such
other and further relief as justice of equity may require - and your
complainant is in duty bound will forever pray &c May it please
your honour &c

Southampton County to wit.

This day Frances Senow
personally appeared before me a justice of the peace for the County
aforesaid and made oath, that the foregoing bill contained the
truth to the best of her knowledge and belief. Given under my hand
this 22 day of February 1842.

Ira Cobb

Injunction awarded on the usual terms - of bond with approved
Security from complainant in penalty of double amount of judgment
&c conditioned to satisfy all costs, damages, charges and amounts which
may be awarded against her in the event of this injunction being
disputed.

Jas A. Shelton

Petersburg Feb 26th 1842

(Exhibit)

\$ 750.00

Three years after date we James Senow principal and
for Senow security, do promise to pay to Jacob Senow the just
and full sum of seven hundred dollars, we bind our heirs & assigns
over. Given under our hands the 18th day of June 1838.

Teste

Ira Hillman

Jos Senow (seal)
James Senow (seal)
Frances & Senow (seal)
marks

I assign the within note to Simon Musser. June 1/1839.

Jacob Senow

Southampton Circuit Superior Court November 5th 1841

Jacob Senow who sues for the benefit of Simon Musser. Plff.

against

Joseph Senow James Senow & Frances Senow

Defts.

The defendants Joseph Senow and Frances Senow being arrested
and still failing to appear it is considered by the Court that the plain-
tiff recover against the said Defendants Joseph Senow & Frances
Senow the sum of seven hundred dollars with legal interest thereon
from the 18th day of June 1841. till paid the debt and interest in the
declaration mentioned and his costs by him about his suit in this behalf
expended. and the said Defendants in Mercy &c.

Plaintiff's costs. J. G. 21

Copies Dated L. R. Edwards C. B.

Whereupon the plaintiff having complied with the terms upon which
the Injunction was awarded a subpoena and deere nisi was awarded
against the defendants which subpoena & deere nisi with the Injunc-
tion. Sheriff return endorsed thereon is in the words of figures following to wit:
The Commonwealth of Virginia

To the Sheriff of Southampton County, Greeting:
We command you that you summon Jacob Senow & Simon Musser
to appear before the Judge of our Circuit Superior Court of Law and
Chancery for the County of Southampton, at the Court house of said
County on the first day of the next Term, to answer a Bill in Chan-
cery exhibited against them in the said Court by Frances Senow
And unless they shall answer the said Bill within two months there-
after, the Court will take the same for confessed, and do over according
ly. And this they shall in no wise omit, under the penalty of
\$ 100. And have then then this writ. Witness, Littleton R. Edwards,
Clerk of our said Court, at the Court house, the 3rd day of March
1842, in the 66th year of the Commonwealth.

L. R. Edwards C. B.

To injoin the defendants their agents attorneys and all others
from further proceeding on a judgment of the Circuit Superior
Court of Law and Chancery for Southampton County recorded
on the 5th day of November 1841. by the defendant Jacob Senow
who sued for the benefit of the Defendant Simon Musser.

against Joseph Senow & Frances Senow until the further order of the Court. The said Plaintiff having given bond and security as the Law directs

"Sherriff's Return Executed" Teste L.R. Edwards lcl
"James Mapenburg Dy of Thomas Dutton Sherriff."

And at another day to wit. At Rules, holden in the Clerk's Office of the Circuit Superior Court of said in the third day of April in the year 1842. Came the defendants by their counsel and filed their answer to the plaintiffs bill, which answers are in the words & figures following to wit

The separate answer of Jacob Senow one of the defendants to a bill of injunction and complaint exhibited against him and Simon Massey, in the Circuit Superior Court of Law and Chancery for the County of Southampton by Frances Senow.

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exceptions to the manifold errors, uncertainties, imperfections and insufficiencies in the said bill of complaint contained for answer therunto or unto so much, and such parts thereof as he this defendant is advised or material for him this defendant to make answer unto. he this defendant answering saith, that he has read the bill of complaint, with the deepest pain, sorrow, regret and astonishment, containing as it does a charge by his own mother of a crime of the deepest die against him, and he should experience a much more pregnant grief, if he did not believe she acted under a misapprehension and was deceived and misled by the acts of others.

It is true as her bill states that the name of the complainant was not put to the bond by herself, for she cannot write, but it was written by a member of the family under her direction, in the presence of this defendant, and she made her mark & called upon the subscribing witness to attest it. The history of the bond upon which the judgment obtained, is sought to be injured in this, this defendant had sold a small tract of land in the County of Southampton, to Thomas J. Baister for the sum of \$615. and wrote to his brother James Senow, who had been his guardian, & who then resided in West Tennessee informing him of the sale, who answered approving the sale and requesting this defendant to advance him the amount.

on loan for the space of three years, to which this defendant replied that he would do so if he could without inconvenience to himself and advised him to fill up a bond, and send it in by Joseph Senow with whom James was then a partner in the mercantile business, when he came on for the purpose of purchasing goods, who accordingly presented a bond purporting to be signed by James Senow and himself, in blank as to the amount, this defendant agreed to advance the sum of seven hundred, dollars on the terms proposed, provided they would get the complainant their mother to unite with them which he required because both of them resided out of the state of Virginia, and he then held a bond against them for \$1600. for money loaned also to James Senow. This defendant has already stated how the complainant became connected with the transaction, and he was partly influenced by her solicitations and representations to loan the amount. This defendant further answering saith that most unexpectedly, a judgment on an action sounding in damages, was obtained against him in the Circuit Superior Court of Southampton, which rendered it absolutely necessary that he should raise a considerable sum of money, which he obtained from his father in law Simon Massey, the other defendant here to and assigned to him the bond aforesaid which was not then due and payable, who after it was due, having tried in vain to collect it without, brought suit up on it and obtained judgment, against Joseph and Frances Senow the process not having been served upon James Senow, this defendant, had neither lot nor part in the arrangement referred to, in the complainants bill and therefore cannot speak of his own personal knowledge as to its terms, but he is informed by the other defendant Simon Massey and by his counsel, that the agreement set forth in the complainants bill was not usually the one entered into by them he is informed, that they, not from any apprehension of the result of the plea of "non est factum" prepared by the complainants counsel and upon which they intend to rely, but from consideration, of a far different character in which every person of correct feelings will duly appreciate agreed, that if the plea aforesaid was with drawn or not filed they would not resort to the complainant for payment of the judgment, until every legal means had been used to get the amount from Joseph Senow or his bail John M. Holland. This arrangement was entered into without consulting him, but fearful as would have been the

if the defendant really believes that he should have been able to defend the plea, not only by the evidence of the subscribing witness who had stated in the presence of a most respectable gentleman and in the presence of the other defendant, with the bond itself before him, and after a re-examination of it that he had subscribed his name thereto, in the presence and at the request of the complainant, and this defendant is also informed by the sheriff, who served the writ upon her that she did not then pretend, that the bond upon which the suit was brought was not her act and deed; This defendant therefore solemnly avers, that if it is intended to involve him in the charge of forging the same it is altogether false and unfounded, and having fully answered he prays to be hence dismissed with his reasonable costs.

Jacob Senow

Southampton County to wit

Personally appeared before me a justice of the peace for the said County, Jacob Senow who made oath that the facts stated in the above answer are true, and the facts stated upon the information of others he believes to be true - Given under my hand and seal at the County aforesaid, this first day of April in the year of our Lord one thousand eight hundred and forty two.

St. J. Smith Seal

The separate answer of Simon Musser one of the defendants to a bill of complaint and injunction exhibited against him and Jacob Senow in the Circuit Superior Court of Law and Chancery for the County of Southampton by Frances Senow.

This defendant answering and relying upon the answer of his co-defendant says that he knows nothing of the origin of the bond assigned to him by Jacob Senow, but when the judgment referred to in the answer of the other defendant, was rendered against him, this defendant agreed to advance the amount provided he would render him secure, by assigning a bond which he was informed he held against James, Joseph & Frances Senow, and the bond for seven hundred dollars, was assigned to him shortly after he had advanced the money, and discharged the judgment aforesaid - The bond thus assigned was not then due, and he held it in his possession without communicating with any of the obligors until about the last of May or first of June, when he

addressed a letter to James and Joseph Senow, directed to Birch pond post-office Prince, informing them that he held such a bond which would become due on the 18th of June 1841, & requesting them to make arrangements to take it up by paying the amount on or before the first of August ensuing. This letter was returned in a blank envelope, which was received by this defendant at Bowes Post Office some time in the month of August of the same year. The said letter with the envelope is here referred to marked A & prayed to be taken as a part of this answer. This defendant was induced to make application to James and Joseph Senow and not to the other obligor, because he understood the amount of the bond, was advanced to them for their own use and that Frances Senow was the security, and derived no benefit or advantage therefrom. As soon as his letter was thus returned, learning that Joseph Senow would be in the County in a few days he brought suit upon the bond against all the obligors, but the writ was served only upon Joseph and Frances Senow. James still remaining out of the Commonwealth. The suit thus brought was ready for trial at the October term of this Court 1841, and judgment obtained against Joseph and Frances Senow on the 5th day of November of the same year and term - This defendant understanding that Frances Senow one of the defendants was preparing a plea of "non est factum" and that the other defendant made no defence, and hearing that his counsel and the counsel of the defendant, were disposed to make an arrangement which would release Frances Senow from immediate responsibility without discharging her from her ultimate liability, was disposed to sanction it (not from any apprehension of the result of such a plea, so far as his rights and interests were concerned, but solely to avoid the painful feelings which such a contest would excite between a mother and her son) and authorized his counsel to agree that no execution should be served upon Frances Senow until all legal efforts were made to recover the amount of the judgment from Joseph Senow or his bail John M. St. Oland, the said Joseph being then out of the Commonwealth - and this agreement as he understood from his counsel and believes was finally entered into, and a judgment was rendered against the said Joseph and Frances Senow, by default - upon which execution issued against the defendants and by inadvertence

upon the part of the counsel, who undertook to give directions that it should not be served upon Frances Senow. It was levied upon her property, and she gave the forthcoming bond as stated in her bill - This defendant always willing to carry out the agreement thus entered into by her counsel with her consent in good faith regrets that there should have been any departure therefrom & is willing that the said execution against Frances Senow should be stayed by order of this Court, until all legal efforts shall have been resorted to to obtain the amount out of Joseph Senow or his bail, but he submits to the Court whether the forthcoming bond then entered into shall not stand as security for the amount until that effort has been fairly made & having fully answered May to be hence dismissed with her costs &c

Simon Murfee

Southampton County to wit.

Personally appeared before me, a justice of the peace for the said County Simon Murfee who made oath that the facts stated in the above answer upon his own knowledge are true, and those stated upon the information of others he believes to be true - Given under my hand and seal this first day of April 1842.

(Exhibit A)

H. J. Smith (Seal)

Southampton County 22nd June 1841

James & Joseph Senow

Dear Sirs after my respects to you permit me to inform you that I hold a note against you that your mother executed to Jacob Senow for \$700. I am in need of the money & as I do not wish to make your mother pay it, please make some arrangement to pay it by the 1st day of next August. Your compliance will much oblige your sincere friend.

Simon Murfee

Bowers P.O. 23

June 24

Messrs Joseph & James Senow
Rich Pmd Post office Fayette Co. Tenni-

50 Capt. Simon Murfee

Bowers P.O.

Southampton Co.

Virginia

2 sheets 3

To which answers the plaintiff by counsel replied generally.

And at another day to wit At a circuit Superior Court of Law and Chancery held for the County aforesaid on the 6th day of April in the year 1842. On the motion of the Defendants by counsel to dissolve the injunction awarded in this cause the Court on consideration thereof and of the argument of Counsel doth reject the motion.

And at another day to wit At Rules holden in the Clerk's Office aforesaid on the 4th day of July in the year 1842. On the motion of the plaintiff by counsel this cause was set for hearing.

And at another day to wit At a Circuit Superior Court of Law and Chancery held for the County aforesaid on the 4th day of November in the year 1842. this cause was continued till the next term -

And now at this day to wit At a Circuit Superior Court of Law and Chancery held for the County aforesaid on the day and year first herein aforesaid to wit the 10th day of April in the year 1843 This day this cause came on to be heard on the bill, answer, replications thereto exhibits and examination of witnesses, and was argued by counsel, on consideration whereof the Court doth adjudge order and decree that the injunction awarded in this cause on 26th February 1842 be dissolved and it is further ordered and decreed that the plaintiff pay to the defendants their costs about their defence in this behalf expended.

The following is the evidence filed in the cause.
Depositions of Allen Edwards, Shugars Laim, Ira Wellons, Alfred J. Stephenson, Thomas Dexter, Joseph S. Holland, Louisa Holland, Henrietta Holland and John M. Holland taken at the Office of the Franklin Dep't on the Portsmouth rail road in the County of Southampton, and State of Virginia, on the 17th day of September in the year 1842. between the hours of sun rise and sun set, to be read as evidence on the part of the plaintiff in a suit now depending in the Circuit Superior Court of Law & Chancery for the County of Southampton, in which Frances Senow is plaintiff and Jacob Senow & Simon Murfee are defendants.

The deponent Allen Edwards being first duly sworn, deposes & says as follows. I have seen the bond of \$700. made payable to Jacob Senow signed by Joseph Senow, Frances Senow and James Senow. Question by plaintiff Counsel, do you remember the exact amt. of the bond answer. I think it was \$700. Question by same Do you know the hand writing of the obligors of the bond in question. Answered I know the hand writing of one of them, Joseph Senow. Question by

same. Can you say whether the signature of Joseph Senow name to the bond is in his hand writing. Answer. I do not think it is. I have had opportunities of knowing his hand writing with Joseph Senow and myself have transacted much business together. I have received several letters from him and have seen him write frequently. Question by Defendants. Do you say Mr Edwards on your oath that Joseph Senow's signature to the bond is not in his hand writing. Answer. To the best of my judgment I say it is not. Question by same. Do you not think that Joseph Senow is capable of counterfeiting his hand writing. Answer. I suppose that Joseph Senow or any other person who can write as well as he can, might write a more inferior hand. Question by same. Do you think that the signature to the bond is inferior to his usual hand writing. Answer. I think it is. Question by plaintiff's counsel. Do you think that Joseph Senow would counterfeit his hand writing. Answer. I do not. Note the testimony of this witness was objected to on the grounds of irrelevancy. Joseph Senow being no party to this suit.

Allen Edwards

Shugars Lain bring first duly sworn, deposes and says as follows. I am well acquainted with the hand writing of Joseph Senow and Jacob Senow. Question by plaintiff's counsel. Have you seen the bond in question. Answer. I have seen the bond. the amt. I think is \$700 on the face of the bond but \$750 is marked on the corner. Question by same. Can you say that Joseph Senow's signature to this bond is in his hand writing. Answer. I do not think it is. Question by same. Can you say whether the whole bond is or is not in the hand writing of Jacob Senow. Answer. I think it is. I have transacted much business with Jacob Senow, have received letters from him, and have seen him write frequently and I think that the bond is in his hand writing. Question by Deft's Counsel. Mr Lain, when you speak of the bond, do you mean the whole body of the bond, or the signatures. Answer. I mean that the body and signatures also, except the signature of the witness are in the hand writings of Jacob Senow. The bond in question was presented to Mr Lain, and the following question propounded by Deft's Counsel. Look at the bond, and say whether the three signatures are in the hand writing of Jacob Senow, to which the witness replied. I think they are. Question by Deft's Counsel. Do you think that the signatures of the subscribing witness to the bond is in his hand writing. Answer. I do not know. Note this deposition was objected to by Deft's Counsel on the same ground as the foregoing.

Question by Deft's Counsel. Did you not state to S Murfee one of the defendants to this suit, that the estate of Jacob Senow had not come to his hands but had been borrowed by his brother Joseph for which he held their lands. Answer. I think there was something said about it and I have seen a bond given to him by his brother James Senow for about the sum of \$1600. Question by same. Did you or did you not state to S Murfee that his brother Joseph Senow had borrowed a portion of his estate. Answer. I think not. I never knew anything of it. Note the two last questions were objected to by plff's counsel on the ground of irrelevancy.

Shugars Lain

Joseph S. Helland having been first duly sworn deposes and says as follows - one evening when I was at Mrs Frances Senow's, soon after Joseph Senow left for the west, about last August twelve months ago, after the institution of the suit, Senow for Murfee & Senow and Senow's Jacob and myself took a walk up the road, and I mentioned to him the report in circulation concerning his saying the note in question, Jacob Senow observed that he wished to have nothing to say about it, I told him that Joseph Senow had written to John Helland, my brother, to employ Messrs Holleman & Riddle to attend to the matter, Jacob then observed that if Joseph had sent him the money for a \$1500. dollar bond which he held against Joseph & James that he would have taken up the bond then in the hands of Simon Murfee and it would not have been known. Question by plaintiff's Counsel - when you mentioned to Jacob Senow the report in circulation concerning his saying the bond then in the hands of S Murfee did he deny the truth of the report. Answer he did not. Question by the same, did or did not Jacob Senow's manner on the occasion evince any evidence of his guilt. Answer. I thought from his manner that he was, we were alone, and no person near as his mother was sick at the time, and I remarked to Jacob that this report caused her sickness, as was said by his family. Jacob said that he thought it would be said so. Question by same, did or did not any thing occur in the interview which you had with Jacob which served to falsify the truth of the report. Answer there did not. Question by Deft's Counsel. Did Mr Jacob Senow admit that he forged the bond then in the hands of S Murfee. Answer.

he did not admit it, but he satisfied me of the truth of it, from his manner on the occasion. Question by same. State the circumstances that led you to that belief. Answer. his not denying it, and my telling him of the letter written by Joseph Senow to John Holland, and his saying that if he knew when Joseph was coming in, he would kill him before he crossed the line.

Question by same. Did you not go to a gentleman & request him to see S. Murfer & know if his money was paid him due on this bond would he (S. Murfer) use his influence to stop all the Standen suits in progress & Jacob Senow witness to that. Answer. I did not. I told Col. Croft to say to Capt. Murfer that if he would be satisfied with his money, I would use all the influence I had, if I had any, to get them to pay the money, and stop the suit on this bond in question brought by Senow for Murfer & Senow & Senow's.

Question by same. Did not you, after you spoke to Col. Croft go to S. Murfer, before you had an answer from S. Murfer, through Col. Croft. Answer. I did mention the subject to S. Murfer.

Question by same. Did you not say to S. Murfer: If he could get his money would he not be satisfied? Exactly what I said. Question by same. Did you not say to S. Murfer, that you believed it was a just debt. Answer. I did not.

Question by same. Did you not have another interview with Col. Croft after this. Answer. Yes. By the same. Did you not say to him that the money you believed would be paid the next morning or next day. I did not.

Question by the same. At what time did these conversations take place, answer. Some time this summer. Question by the same. Was it not at the last S.ampton Supr. Ct. Answer. I will not be certain.

Question by the same. Did you not say to S. Murfer, that Jacob had been treated very ill? Answer. No. Note this witness was first sworn on his voir dire at it appearing that a suit for slander is now pending

between Jacob Senow Plff & said witness Defendant about the forgery of said bond now in dispute. The Defendants by their counsel except to his testimony on the ground of his incompetency. J. S. Holland

Thomas J. Baister having been first duly sworn deposes and says as follows. I have seen the bond in question, and I know Joseph Senow's hand writing and I do not think that his signature to the bond is in his hand writing. I have transacted much

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business with Joseph Senow, and have seen him write frequently. Question by Deft. Can you say that Joseph Senow's signature to the bond is not in his hand writing. Answer. It is not in his usual hand writing. Note deposition of this witness was objected to by Deft on the ground of irrelevancy.

Thos J Baister

Alfred S. Stephenson being first duly sworn deposes and says that he corroborates the testimony of the preceding witness Baister, having had the same opportunities of knowing the hand writing of Joseph Senow. Note the same objection was taken to this deposition as the preceding one.

Alfred S. Stephenson

John Mellons ^{having} being first duly sworn deposes and says as follows. I have seen the bond in question and find my name on it as witness but I never subscribed it, and know nothing about it.

Question by Deft's Counsel, when did you first see the bond. Answer. at the general muster before the last at Jerusalem, on the 10th of April or May 1841. By same, have you seen the bond since that time. Answer. I think I saw it at the Court house, sometime last Spring.

By same, when you first saw this bond did you examine its face. Answer. Yes. By same, was your attention then drawn to the fact that your name was on it as subscribing witness?

Answer. It was not. By same, when were you first apprised of the fact that your name was on it as witness. Answer. The Spring muster before the last. By same when you were first apprised of the fact, did you declare the signature to be a forgery. Answer. I did.

By same. To whom did you first tell that fact. Answer. I don't remember. By same, are you certain that when you first saw your signature you declared it to be a forgery. Answer. I said it was not my hand write.

By same how long after you found out that your name was signed to the bond as witness, was it before you said it was not your hand write. Answer. before I got home from Jerusalem. By same, who were present when this bond was first shown to you. Answer. Harry Vaughan & Capt. Murfer.

By same, near you asked as to the genuineness of your signature and what was your reply. Answer. I said it looked something like my hand write.

By same. Did you express a doubt as to the

genuineness of your signature Answer. I did not. By same. Did you not say on the occasion referred to in reply to an enquiry by J. Murfee that you saw Mrs Senow make her mark and that she asked you to witness it. Answer. I did not. Question by same. Did you not say when the bond was first shown you, that you knew the said bond to be the Senow's & that you had witnessed it answer. I do not recollect. I was high up. I had taken seven or eight drinks of brandy. Question by same. How long had you been off parade when the bond was presented. Answer. I had come right out of parade. 2nd by same. Can you say that you never signed the bond. Answer. It is not my hand writing. - By the same How is it that you now declare it is not your signature & yet when first shown you, you resupposed no doubt of its genuineness. Ans. I do not recollect. Truly by same.

To whom did you first communicate the fact that your name had been forged. Answer. I forget. By the same what circumstances first satisfied you, that your name had been forged. Answer. I had not been to Mrs. Senow in three years. By the same. Is the subscription of your ^{name} to the bond any thing like your hand writing. Answer. It is not.

By the same, has it been altered, or does it preserve the same appearance as when first shown you. Answer. It has not been altered & presents the same appearance as when first I saw it. By the same. Did you not say to Dr Burgess that the signature looked like your hand writing, but you would not like to swear to it. Ans. I do not recollect. Question by pliffs counsel when this bond was first shown to you do you remember saying any thing more, than that your signature looked like your hand write. Answer. I do not. By same when this bond was first shown to you in the presence of Stacy Vaughan & Capt Murfee were you sober or not. Answer. I was not. By Defts Counsel might or might not you have signed the bond, when you were drunk. Answer. I did not sign the bond.

Ira Hallens

Louisa Holland wife of Joseph Holland having first been duly sworn deposes and says as follows. Brother Jacob came to my mother some time last September, and I asked him what conclusion he had come to about the bond in question. he said that if Joseph had upbraid him, when he Jacob wrote to him that he had made it. it would never have been heard of. he said that he told Joseph when he was in from the west to advise her. Jacob properly and settle the note

that he knew it was wrong, and never intended for it to be known. About a fortnight before last full Sup Court he came to mother again, and said that he had just received a check from Joseph for about the sum of \$380. and he wished his mother to take it and go to Capt Murfee and settle the note, that he had sent the check to Capt Middleton a few days before to collect - just before he started away he asked mother, who she was going yet to attend to the suit then brought on the bond. I replied, that I expected brother John Holland to attend to it. he asked me if Joseph Senow had sent John Stone letters. I told him that I expected he had sent them he then said I will tell him.

Louisa Holland

Henrietta Holland, wife of John Holland being first duly sworn deposes and says as follows. I was in company with Jacob Senow at my mother, sometime in last September (1841) I told him that I wished to speak to him. I then asked him if he knew that the bond which Capt Murfee held against my mother and two of my brothers was wrong. he says yes I know it is I then asked him why he did not go to Capt Murfee and tell him so. he says I had rather go to the penitentiary, than if Joseph had sent him the money to pay this bond. as he had written him to do. it never would have been known. At another time shortly afterwards he told mother in my presence that if she would go and pay Capt Murfee the bond, he would give her her gold watch and \$300. and make over his interest in the down slaves. The evidence of Henrietta Holland is objected to 1st Because at this time there is pending a suit of slander for words spoken by John Holland husband of witness in reference to the forgery of the bond in question. 2nd Because said John Holland is the bail of Joseph Senow now removed beyond the limits of the Commonwealth of 3rd because said John Holland is security to the f.c. bond made by plaintiff & to which the injunction already granted is sought to be perpetuated

Henrietta Holland

John Holland being first duly sworn deposes and says as follows. Some time in the month of June or July 1841, Mrs. Senow understood from Joseph Senow that Capt Murfee held a bond

against James Senow Joseph Senow & Frances Senow. Mrs Senow told me to ask Capt. Murfee if he held such a bond as before described. at August Court 1841. I asked him if he held such a bond he said that he did but did not have it with him. On Saturday after August Court Joseph Senow came in from the West. Mrs Senow sent for me, to go to her house. I went on the next morning; and found Jacob in the piazza crying. I asked him what was the matter. he replied I wish somebody would blow my brains out before I go to Franklin a short time. after this, I think his mother asked me to walk in the garden. Jacob followed us. his mother asked me what would be done to Jacob for forging the bond. I told her I did not know. Jacob asked me then to persuade his brother Joseph to write a note to Capt. Murfee saying to him that he Joseph would see the money paid, if he did not that Capt. Murfee would bring suit on it, that then the matter would come before the world and ruin him forever. I told Jacob that Capt. Murfee told me that it was a good bond and that Mr. Wellens was witness to it. Jacob observed, that if Wellens said that he had witnessed that bond, he was a fool and a liar, that he had never seen the bond before Capt. Murfee showed it to him and that he Jacob wrote every signature to the bond. himself I asked Jacob if he was not afraid to run the risk that it was a dangerous thing - he replied I will tell you how I came to make the bond I never meant to injure any one, or defraud any one, he said that he owed Capt. Murfee for some money which he Murfee paid for him in the Exum case. and that he held a bond against his brother for \$1600. which he had placed in the hands of Capt. Murfee ~~for his own satisfaction~~. but after reflection he said that if Capt. Murfee were to die he Jacob might lose the \$1600. for the \$700. which he owed said Murfee, and that was the reason why he Jacob made the \$700. bond, to place into Capt. Murfee's hands in order to get possession of the \$1600 bond and said that he thought he would get money on the \$1600 bond from his brother, to pay off this bond in Capt. Murfee's hands and it would never be known. he asked me if I would talk to his brother Joseph. I told him I would and about that time Joseph came into the garden. I then persuaded Joseph to pay the money to Capt. Murfee for Jacob. Joseph commenced crying and said that he wished he had died

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before he ever had such a brother. I told him he had better pay it, to keep it from being known that it would ruin the family. Joseph said that he would not if he did. Jacob might ruin his mother, that it was best to check him in time and let it be known. Joseph after a few moments reflection said that he would go to Capt. Murfee, and sometime afterwards we both went to Franklin. Question by Deft. have you not told some gentlemen that you never heard Jacob Senow say that the bond was forged. Answer I have not. The witness John Holland on his own deposition stated - that he was told of Joseph Senow & Frances Senow - that he now had funding against him a suit in favor of Jacob Senow & him for slander in speaking of the said forged note & that he was the security of Mrs. Senow in the \$1600 bond to which the injunction in this suit was obtained & for these reasons the Defts. except to his testimony.

J. M. Holland

The foregoing depositions were taken, sworn to and subscribed at the time and place mentioned in the Caption, before me a Justice of the peace for Southampton County. Given under my hand this 17th day of September 1842.

Bruford Griffin Jr.

The Depositions of Henry B. Vaughan John F. Parker. Wm. Parker and Samuel J. Douglas, taken at Drury Tavern in the town of Jerusalem on Tuesday the 18th day of October 1842. between the hours of 10 past eleven A.M. & 5 P.M. agreeable to the annexed notice to be read as evidence in the case of Frances Senow & Jacob Senow and others now depending in the Circuit Superior Court of Law and Chancery for the County of Southampton, on the Chancery side of the said Court. The deponent Henry B. Vaughan being sworn in the holy evangelist of Almighty God. Deposeth & saith, That Capt. Murfee called on me to hear what John Wellens would say, on going up to where they were standing. Captain Murfee exhibited a note to Wellens and asked him if he saw Frances Senow make her mark to said note and if he was called on to witness the same to which Wellens answered that he did see her make her mark and that he witnessed the note at her request at the same time making some little apology for the badness

of the writing. not having my spectacles I did not particularly examine the note and cannot state what the amount of the same was. Capt. Murfee stated to Wellens that the note purported to be signed by Joseph Senow James Senow and Frances Senow and Wellens admitted that to be the fact.

Question by the defendants Counsel. Were there no circumstances by which you can bring to your recollection the time at which this conversation took place. It was on some public day a year or two since and the conversation took place near the house and the corner office commonly called French's Office.

Question by the defendants Counsel. Were you subpoenaed as a witness in the case of Jacob Senow for Simon Murfee against Joseph Senow and others? Answer I was. Question by the defendants Counsel. Did the conversation between Murfee and Wellens take place before you were ever summoned as a witness in that suit.

Answer It did. - Question by the Plaintiffs Counsel. Can you say positively whether the bond on which this suit was instituted was the bond presented to Wellens? Answer I cannot.

Question by the Plaintiffs Counsel. Can you say whether Wellens stated that he saw Mrs Senow make her mark and that she requested him to witness it or simply that he did witness it and that the signature was in his hand writing. Answer He said he saw her make her mark and that he was called upon to witness it.

Question by the Pliffs. Counsel. Do you know whether Wellens is in the habit of getting drunk at public places? Answer I do not.

Question by the Pliffs Counsel. At the time of this conversation was Wellens drunk or sober. Answer I cannot say.

Question by the Defendants Counsel. Was there any thing in the manner or conversation of Wellens that induced you to think he was drunk? Answer There was not.

Henry B. Vaughan

John F. Parker being first sworn on the Holy Evangelist of Almighty God deposes and says. That some time between the months of July and October in the year Eighteen hundred and thirty eight Jacob Senow presented to me a note and offered to give it to me for my plantation. on examination the note I found it purported to be executed by Joseph Senow James Senow and Frances Senow. On the margin of the note it was marked in figures \$750.00 but

the body of the note only promised the payment of seven hundred. I called Jacob Senow's attention to this difference he attempted to explain it in some way but how I do not now recollect - but I stated to him if he would make the amount Eight hundred I would take it he would not agree to do so therefore we did not trade. Question by the Pliffs. Do you believe that the note now exhibited which is the note taken from the papers in the case of Jacob Senow for the benefit of Simon Murfee against Joseph Senow and others, is the identical note offered to you by Jacob Senow at the time you mentioned?

Answer I do. Question by the Pliffs. Are you certain that you saw this note between the month of July and October in the year eighteen hundred and thirty eight? Answer I am.

Question by the plain Pliffs. do you recollect the time when you first saw this note from any particular circumstances or do you recollect it independent of any circumstances?

Answer The period of the year I recollect from its being nearly the losing of the time of working the crop and of that year I am certain.

John F. Parker

And I Douglas having been first duly sworn on the Holy Evangelist of Almighty God, deposes and says that some time in the month of August. Simon Murfee placed in his hands as counsel a note purporting to be executed by Joseph Senow James Senow and Frances Senow for the sum of \$700. I requested the immediate institution of suit as one of the parties. As Senow was soon to depart the Commonwealth, the suit was brought & ready for trial at the autumn term of the Superior Court for the year 1841, during the sitting of the Court & before the cause was called on the docket in its order for trial it was stated by the Counsel for the defendants that the plea of non est factum would be filed and relied on. There was much conversation between the Counsel on both sides. when it was agreed on that the plea should not be filed & that the Plaintiff would first endeavour to procure payment and satisfaction of the debt from Joseph Senow or his bail Holland, but it was expressly understood by Plaintiff's Counsel, that Mrs. Frances Senow should under no circumstances be discharged from her liability & that she should be held liable should the

claim not be discharged & satisfied by Jos Senow or his bail. the reason assigned for first looking to Jos Senow & his bail, was that Mr Senow had not enjoyed the benefit of the sum named in the bond, but it was for the benefit of Joseph Senow.

Sam^d Jas Douglas—

Wm^d Parker being first sworn deposed & saith that he was retained as counsel in a suit brought by Jacob Senow for the benefit of Simon Musfer against Joseph Senow & others, then depending in the Circuit Superior Court of Law and Chancery for the County of Southampton, on the law side of the said Court which stood ready for trial, at the October term of the said Court for 1841, that he was informed by the counsel for the defendants, that they intended to file and rely upon the plea of non est factum, on the part of Frances Senow, one of the obligors in the bond upon which the said suit was instituted, that frequent conversations took place between the counsel for the plaintiff & the defendants in the said suit in relation to the said plea which involved the issue upon the part of the said Frances, of forgery or of forging upon the part of the plaintiff Jacob, her son, that it seemed to be desired on both sides to avoid an issue of a nature involving such painful and unnatural consequences & it was finally agreed between the counsel, that the said plea, should not be filed, and that judgment should go by default provided, that when the execution was issued, it should not in the first instance, be levied upon the property of the said Frances who was represented to be bound if at all merely as security, deriving no benefit from the amount of money due upon the bond, but that an effort should first be made to recover the amount of the said judgment from Joseph Senow or his bail John McHolland, but if such an attempt should prove unavailable, that the plaintiff might then proceed against the defendant Frances Senow. This defendant recollects particularly & positively, that the beneficiary plaintiff Simon Musfer, would not consent under any circumstances to exonerate Frances Senow from her final liability as one of the obligors of the bond, and that it was distinctly understood and agreed upon, by the respective counsel that judgment should go by default with this understanding

Wm^d Parker

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The foregoing Depositions were taken sworn to and subscribed before me at the time and place mentioned in the preceding caption.

J. D. Mapenburg Jr.

Depositions of Sittleton R. Edwards and John H. Darden, taken at the Office of Ridley Goodwyns in the village of Jerusalem, and County of Southampton, on the 18th day of October in the year 1842 between the hours of sunrise and sunset to be read as evidence on the part of the plaintiff in a Ch. suit now depending in the Circ. Sup. Court of Law & Ch. for the County of Southampton in which Frances Senow is plaintiff and Simon Musfer and Jacob Senow are defendants. The Defendant Sittleton R. Edwards having been first duly sworn, deposes and says as follows. I have seen Joseph Senow's note and think I am acquainted with the handwriting of Joseph Senow. A paper which is now before me and purporting to be a bond or note executed by Joseph Senow James Senow & Frances Senow to Jacob Senow for the sum of seven hundred dollars dated the 18th day of June 1838, payable three years after date. I am of opinion that the body of the said note nor the name of Joseph Senow there is in the hand writing of Joseph Senow. I am not acquainted with the hand writing of James Senow or Jacob Senow. Question by Defendants Counsel Is there any thing in the signature of Joseph Senow to the bond in question, which convinces you as an expert, that it might not be a simulated hand.

Ans: From my knowledge of the hand writing of J^{os}. Senow I feel convinced that the signature is not in his hand writing. An expert penman is certainly capable of disguising their hand writing, but the signature does appear to me to be one attempt to disguise.

L. R. Edwards

The defendant John H. Darden having been first duly sworn, deposes and says as follows. From having been acquainted with Jacob Senow, and his hand writing, a knowledge of which I obtained while he was a pupil in my school, when he was quite young, and in fact from having seen his writing at different times, subsequent to the date on the 18th day of June 1838, for the sum of seven hundred dollars and signed by Joseph Senow principal, James Senow and Frances Senow securities, was written and signed

by the said Jacob Senow himself, with the exception of the signature of the witness. Question by the counsel for the defendant. Do you mean to say, from your knowledge of the hand writing of Jacob Senow that in your opinion the body of the bond as well as the signatures of all the obligors thereto is in the hand writing of Jacob Senow? Answer, I think it is.

Question by defendant's counsel, look at the endorsement on the back of the said bond, and say whether you think that is also in the hand writing of the said Jacob Senow? Answer I have seen Jacob Senow write in a very hurried and cursive manner, when his writing resembles the body of the said bond, at other times I have seen him write quite more particular, and his writing would resemble the endorsement on the bond, but his writing generally resembles more the body of the bond.

John A. Darden

The foregoing depositions were taken sworn to and subscribed before me at the time and place set forth in the caption, having been objected to by the defendant's counsel on the ground that they were irrelevant.

J. D. Maffenburg J.P.

(Depositions of Seth D. Williams and others taken at Jerusalem on the 31st day of October 1842, between the hours of sun rise and set to be read as evidence in a Case just now depending in the Circ. Sup. Court of Saw & Chancery for Southampton County in the part of the defendants, in which Francis Senow is plaintiff and Simon Murfee and Jacob Senow are defendants. Seth D. Williams having been first duly sworn deposes & says as follows. I have had frequent dealings with Jacob Senow and think I know his hand writing and do not think this note is in his hand writing. (It being admitted by the parties that the note exhibited is the note on which the action is founded.) I think the assignment on the back of the note is in the hand writing of Jacob Senow. Question by the defendant's counsel. What is the general reputation of Joseph Holland in his neighbourhood for truth?

Answer. I know very little of his reputation in his neighbourhood. Question by the same, is the little that you do know favourable or unfavourable? Answer unfavourable. Question by the same from what you do know of his reputation in his neighbourhood would you believe him on oath?

Answer. I could not place the greatest reliance on his oath. Question by the Plff. are you on friendly terms with Joseph Holland? Answer. I am not. I have been at variance from three or four years and therefore I was prepared my aversion to giving testimony in this cause. Question by the Plff's counsel, do you believe that the only writing on the note in question is Jacob Senow's hand writing is the assignment on the back of the note? Answer I do.

Note the above deposition as well as those that follow so far as it concerns the character of Joseph Holland is objected to, on the ground that the deposition was taken at so late a period as not to give to Holland an opportunity to sustain his character.

Seth D. Williams

The Deposition of Wiley Council he being first solemnly affirmed Deposition and says. Question by the defendant's counsel, do you live in the neighbourhood of Joseph Holland and what is his character for veracity. Answer I do live in his neighbourhood, and if the reports about him are true it is very bad.

Question by the same, are these reports of which you speak generally believed? Answer. I believe they are. Note the foregoing deposition is objected to on the same ground as the proceedings.

Question by the Plff's counsel. Would you from his reputation believe him on oath. Answer I could not place great reliance on his oath if he was any way interested.

Wiley Council

The Deposition of Edward C. Crumpler.

I live in the neighbourhood of Joseph S. Holland and if the reports there about him are true his reputation for truth is very bad. Question by the Plff's counsel, are these reports generally credited? Answer I cannot say.

Question by the same, would you from his reputation believe him on oath. Answer I would not if he were interested.

Edward C. Crumpler

The Depositions of Timothy Duck Robert R. Robertson and Stephen Sankford. We live in the neighbourhood of Joseph S. Holland and perfectly concur in the statements made by Wiley Council and Edward C. Crumpler.

Timothy Duck
Stephen Sankford
Robert R. Robertson

The foregoing Depositions were taken sworn to and subscribed before me this 31st day of October 1842.

J. D. M. apenburg
Deposition of W. S. Goodwyn. The deponent says that he thinks he has heard John Holland say that he did not believe that Jacob Senow intended to injure any person by his conduct in relation to the bond in question.

W. S. Goodwyn

The foregoing Deposition was taken sworn to and subscribed before me this 31st day of Oct. 1842.

J. D. M. apenburg

The Deposition of John R. Williams, Eliza A. Oliver, Josep Drury, Monroe Bulls, Willis W. Lawrence, Seth D. Williams, Nelson B. Gardner, Wiley Counsel, Samuel Robertson. taken at the Rail Road Office at the Franklin Depot October 28, 1842 between the hours of 12 M & six O'clock P.M. to be read as evidence in a suit depending in the Circuit Superior Court of Law and Chancery for the County of South, -ampton in its chancery side in which Frances Senow is Plaintiff and Jacob Senow and Simon Murfee are defendants.

The deponent John R. Williams being sworn on the holy evangelist deposeth and sayeth. I heard John Williams say he knew a good deal about the suit alluded to. I asked him if he was well paid he answered was, he was. Question by the defendant. What did you infer from his remark that he was paid well, did you understand him to mean that he was paid for his trouble or that he was paid for swearing.

Answer. I did not suppose he meant to say that he was bribed.

Question by the plaintiff. You do not mean to say that you understood him to mean that he was paid by the plaintiff.

Answer. No I did not so understand him.

Question by the defendant. are you acquainted with Jacob Senow?

Answer. Yes. Question by the same. What is his standing in his neighborhood as a man of probity and honesty.

Answer. So far as I know & believe he stands fair.

Question by the same. are you acquainted with his hand writing.

Answer. I am. Question by the same. do you believe this note to be his hand writing. (a note being exhibited to the witness purporting to be executed by James Senow principal and Joseph Senow as security, marked in the margin in figures \$700.00. and in the body of the note calling for \$700. only. signed by Joseph Senow.

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James Senow and Frances Senow and witnessed by Isaac Wells. Answer. The body of the note does not appear to be such a hand as he now writes. Question by the Plffs Counsel. Were you acquainted with Jacob Senow's hand writing at the time this note was executed. Answer. I was not.

Question by the same. Have you seen him write frequently.

Answer. I have seen him write a few times not a great many.

J. R. Williams

The deponent Eliza A. Oliver being sworn on the Holy Evangelist of Almighty God deposeth and sayeth. I recollect some time in the latter part of the year 1838. Jacob Senow left his pocket book with me while he went off some where. I saw in the pocket book two notes one for \$1000. against James and Joseph Senow and one for seven hundred dollars against James & Joseph Senow and Frances Senow both notes were made payable to Jacob Senow.

The small note had marked on the corner in figures \$750.00 Isaac Williams was on this note as a subscribing witness and John McHolland was witness to the large note. These notes remained in my possession until some time in January 1839. Question by the Plffs Counsel.

When was Jacob Senow during the time that you had possession of them notes? Answer. at the time he placed them in my possession he went to a protracted meeting in North Carolina during the residue of the time he was mostly at his mother and my father's.

Question by the same. did he assign any reason for placing them notes in your possession? Answer. No he simply asked me to take care of them.

Eliza A. Oliver

The Deposition of Josep Drury, he being first duly sworn on the Holy Evangelist of Almighty God Deposeth and sayeth.

I have known Jacob Senow from his infancy and believe him to be an honest man. I have had business transactions with him & have always found him to be so. I have examined the note in question and do not believe that Jacob Senow wrote any part of it.

I have seen him write (often) and done business with him many times.

Question by Defendant. Are you acquainted with Joseph Senow and have you often seen him write. Answer. I am and have often seen him write.

Question by Defendant. does he not write an excellent hand. Answer. he does.

Question by Defendant. have you not seen him write different hands.
Answer I have. Question by Defendants. do you believe the note in question was written by Joseph Senow. Answer I cannot say but I think the bottom signature resembles his writing.

Question by the Plffs counsel. Have you not been at variance with Joseph Senow for ten years? Answer I was at variance with him for some four or five years and did not speak to him until the day I served the writ on him.

Question by the same. did he not refuse to give you bail?

Answer He did until I convinced him if he did not he would have to go to jail. Question by the same. did he not say to you he had a reason for not giving bail? Answer I have no recollection of his saying so.

Question by the Deft. Are not you and Joseph Senow friendly now and were you not on that occasion?

Answer We were friendly on that occasion and continue to be so he then treated me very politely and I did the same.

Question have you not had several interviews with him and has he not put up at your Tavern?

Answer We have had several interviews but whether he put up at my tavern I cannot positively say. but he was in the house and we drank a glass of wine together.

Question by the same. Did not John McDaniel say to you some time after the writ was served. that he knew nothing about the forging of the note but Joseph Senow said it was forged.

Answer Mr McDaniel remarked to me that there was something about that note ^{note} that I knew nothing about and said that Joseph Senow said it was a forged note.

Isaac Dearing

The Deposition of Monroe Bulls he being first duly sworn on the Holy Evangelist of Almighty God. Depoeth and sayeth. that he lived at Mrs Frances Senow at the time Jacob Senow was married and that Isa Wellons some time came there during the time I lived there and he was there the day after Jacob Senow was married.

Monroe Bulls

It is admitted by the parties that Jacob Senow was married on the 20th day of June 1838.

The foregoing Depositions were taken sworn to and subscribed before me this 28 day of October 1842.

J. D. Mapenberg

State of Tennessee, Fayette County to wit:

Mr Isaac Killaugh and Robert Riddick
Justices of the peace for the state and County aforesaid, do hereby certify that we have by authority of the annexed commission from the Circuit Superior Court of Law and Chancery for the County of Southampton Virginia. Caused James Senow to appear before us. at the store house of Joseph and James Senow in the County of Fayette and State of Tennessee on this 26th September 1842. and between sunrise and sunset of said day. to give the following deposition to be read as evidence in a suit now pending and undetermined in the Circuit Superior Court of Law and Chancery for the County of Southampton Virginia in which Frances Senow is plaintiff and Jacob Senow and Simon Murfee are defendants, who being first duly sworn. deposed and says. that he received a letter from said Jacob Senow on or about June 1841. written in his own hand write. Stating that he had been guilty of making a bond for seven hundred dollars and had signed my name to it. his brother Joseph Senow's name and his Mother Frances Senow's name to it. and that he had transferred or paid said note over to Simon Murfee. and that said Murfee intends writing me soon in relation to said note, and when I received such a letter to answer it and not deny the execution of said note as it would ruin him forever. In said letter I received from said Jacob Senow my note enclosed which I had executed to him for seven hundred and fifty Dollars dated 1 Sept. 1840. at Twelve months after date he enclosed it to me he stated with the hope that I would remit him the amount so as to enable him to take in this bond he had made and transferred to Murfee; At the time I received the note I only owed him a balance of \$500. for which amount I purchased a draft on a Gentleman in Richmond and sent the same to John Wemble Esq. for collection said draft was paid at maturity and Mr. Wemble remitted him the amount which made me and him even - He stated in his letter why he had made this note, (viz) that Simon Murfee had advanced for him a bond 5 or 700 on his pledging my 1500 \$ Bond which I took in on a settlement on the 1st Sept 1840. he stated the amount advanced him by Murfee was to pay the debts as a compromise between him and them for the Judgment. said Exams obtained against him for

slander and that his object in making this 700 \$ note was to redeem the 1600 \$ note which said Murfee held

James Lenow

Which deposition he the said James Lenow subscribed his name to it, after being sworn and taken as in the Caption is set forth, Given under our hands and seals this 26th September 1842.

Isaac Willoughby P^{ro}
Re Ridgely P^{ro}

Depositions of A. S. Bungee and others taken between the hours of sunrise and sun set at the Office of Ridgely Goodwyn in the village of Jerusalem and County of Southampton on the 29th day of October 1842. to be read as evidence on the part of the plaintiff, in a Ch. Suit now depending in the Circ. Sup. Court of Law and Ch. in which Frances Senow is plaintiff and Simon Murfee and Jacob Senow are defendants -

The deponent A. S. Bungee having first been duly sworn deposes and says as follows. That he was present when one of the defendants, viz. Simon Murfee asked Ira Wellons, whether the signature which he then exhibited to him (at the same time showing him one appended to a bond) was his Wellons replied as nearly as deponent remembers, it looked like his, but he would not say or swear it was his. he further says that on the evening he thinks of the day when judgment was awarded in the case of the suit Senow for the benefit of Murfee against Senow & others he was requested by Simon Murfee to say to Mrs Lenow that she need not give herself any uneasiness in relation to the deception which had just been made. that he felt all the respect for her which ought to be entertained by him, in consideration of the family connection existing &c that he should not proceed in any way to oppress or in any way disturb her &c that he could make the money otherwise and said, he thought out of Joseph Lenow or the boys. (meaning as deponent naturally inferred Joseph James Lenow.)

A. S. Bungee.

The deponent James Clayton being first duly sworn in the holy Evangelist deponent and sayeth. I see Drury was at my house

(8)

about the time that he served the writ on Joseph Lenow to recover a note executed by Mrs Frances Senow and her sons, and stated that the note was very awkwardly executed that in signing the note the same order was not observed as in the body. James Lenow being named in the note as principal and Joseph Senow signing first

James Clayton

The deponent Wm. Hood being first duly sworn in the holy Evangelist deponent and sayeth, that on the day of the general parade at Jerusalem the last Spring twelve months having been called on to point out Ira Wellons to Capt Murfee I did so on his return from the field, and that I did not consider Mr Wellons sober he was in rinks, but had, I discovered been drinking, which was about the middle of the afternoon as well as my recollections serve me & after the troops had returned from parade.

Interrogated by Piffs Counsel. Do you think that Ira Wellons at the time you pointed him out to Capt. Murfee was in a situation to distinguish his hand writing, from that of any other persons. I cannot say that I do, should there be close resemblance between them.

Wm. Hood

The deponent Joseph Drury being first duly sworn in the holy Evangelist deponent and sayeth. As I returned home from the Gen Muster the Spring before last. Ira Wellons said to me that he had never seen the note before in which Capt. Murfee had brought suit before that day and swore to it and said if he ever signed it he must have been drunk. he was drinking at that time but not more so than he had been the greatest part of the day.

Joseph Drury
mark

The deposition of Benj Babb having been first solemnly affirmed deponent and sayeth, that some time in August 1841, at the request of John McSkelland I walked to Mrs Senow's. on arriving there, we found Jacob Senow sitting alone in the back porch crying and Mr. Skelland asked him what was the matter and he said

he wished some one would blow out his brains before he got to Frankling. Jacob Senow and Mrs Senow walked in the garden in some short time Mr. Holland followed and they remained in the garden probably 3 quarters one hour.

Note: the foregoing Deposition was objected as Benjamin Dabb "involent".

The deposition of Joel Hollerman having been first duly sworn deposes & says that at the fall term of the Sup. Court of Southampton he was requested to act as counsel for Joseph Veno and Frances Veno in a suit brought by & for the benefit of Simon Murphy against them and James Veno on a bond purporting to be executed to Jacob Veno and assigned or passed to said Murphy. The defendant asked of the Court a continuance of the case in order to give time to prepare a plea of non est factum to be sent to Tennessee and qualified to by said Joseph Veno. he having left Va. soon after the service of the writ. the Court refused to continue the case and there could be no defence as to Joseph Veno. The writ the deponent thinks was not executed of James Veno as he was in Tennessee. A plea of non est factum was prepared and sworn to by Frances Veno and either filed in the cause or was in the hands of Mr. R. Ridley one of the counsels, and ready to be filed. There seemed to be some doubt what would be the result of the plea, and it was considered as seriously involving the peace of the Veno family. (Hollerman's deposition contd) as the mother was stating on oath that she never executed the bond which Jacob Veno claimed to be due from her and her two brothers. After consultation between Mr. Ridley and the deponent, and at the instance and suggestion of the counsel for the plaintiff it was agreed that the plea of non est factum by Mrs Veno should not be filed, (if it is filed should be withdrawn) and that Mrs Veno should not be called or required to pay the judgment until after it was ascertained that it could not be made out of the other parties or the bail of Joseph Veno and that due legal means should be used by the plaintiff to recover the amount of the judgment before Mrs Veno should be called on to pay the same and further this deponent saith not.

Joel Hollerman

The foregoing Depositions were taken sworn to and subscribed before me this 29th day of October 1842.

J.D. Maspenburg J.P.

The deposition of Robert Ridley taken at the same time and place the deponent being sworn says That at the fall term of the Circuit Superior Court for Southampton in the year 1841, he was, with Mr. Hollerman employed to defend a suit brought by Jacob Senow for Simon Murphy & Joseph Senow James Senow & Frances Senow on a bond (the amount not collected) he was instructed by Mrs Senow to file the plea of non est factum, which he prepared and had proved by her affidavit in the usual form, his impression is that the plea was filed, but of this he is not certain: but whether the plea was filed or not, he is certain that he advised the counsel for the plaintiff of his intention to file it, and that an agreement was finally entered into, between the counsel on both sides that a judgment should go by default, with the understanding that no execution should be issued against Mrs Frances Senow or any steps be taken to make the debt out of her, until all legal means of collecting the debt out of the other parties to the bond had been exhausted. this proposition was made by the attorney for the plaintiff, to which we assented.

Robt. Ridley

The above deposition was taken sworn to and subscribed me this 29th day of October 1842.

J.D. Maspenburg J.P.

Lenox

• to } Infon. bond

Lenox 20

Know all men by these presents that we Francis Lenoir and Joseph Gold
are held and firmly bound unto Jacob Lenoir who sued for the benefit of
Simon Murfee in the just and full sum of fourteen hundred and seventy nine
dollars & 32 cents to be paid to the said Jacob Lenoir who sued for the benefit of
Simon Murfee his certain attorney his Executors ~~and~~ administrators or assigns
for the payment whereof well and truly to be made we bind ourselves our heirs
Executors and administrators jointly and severally firmly by these presents
sealed with our seals and dated this 3^d day of March 1842

The condition of the above obligation is such that whereas the above bound
Francis Lenoir hath obtained from the judge of the second Judicial
Circuit an injunction to stay until the further order of the Circuit Superior
Court of Law and Chancery for the County of Southampton all further
proceedings on a judgment of the aforesaid Circuit Superior Court of Law
and Chancery for Southampton County recovered against Joseph Lenoir
and Francis Lenoir by the above named Jacob Lenoir who sued for the
benefit of Simon Murfee on the 5th day of November 1841 for the sum
of seven hundred dollars with legal interest thereon from the 14th day
of June 1841 till paid and the Costs. Now if the said Francis Lenoir
shall well and truly pay and satisfy the judgment aforesaid and also all
such Costs and damages as shall be awarded against him in case the
injunction aforesaid shall be dissolved then the above obligation to be
void or else to remain in full force and Virtue.

Witness
J R Edwards

Francis ^{his} Lenoir ^{Seal}
Joseph Gold ^{mark} ^{Seal}

I Francis Lenoir of the County of Southampton in conformity with the
Conditions upon which an injunction hath been awarded by the judge
of the Circuit Superior Court of Law and Chancery for the County of
Southampton to a judgment obtained against me on the common
Law side of the said Court on the 5th day of November 1841 by Jacob
Lenoir who sued for the benefit of Simon Murfee do hereby release all
errors at Law in the said judgment and proceedings - Given under
my hand and seal this the 3^d day of March 1842

Witness
J R Edwards

Francis ^{his} Lenoir ^{Seal}
^{mark}

Lenon

To { Appeal bond

Murphy &

Southampton Circuit Superior Court Clerk's Office June 22^d 1843

The within named
Jesse Cobb made oath before me my Office aforesaid that his estate after the pay-
ment of all his just & lawful debts is worth the sum of fourteen hundred & twenty nine
dollars & thirty two cents to the best of his knowledge & belief.

L. R. Edwards Clerk.

Given

To } Appraiser

Murphy &c

Know all men by these presents that we Frances Lenox and Jeremiah Cobb
are held and firmly bound unto Jacob Lenox who
does for the benefit of Simon Murfee — in the just and full sum of fourteen hundred
and seventy nine dollars & thirty two cents to the payment whereof well and truly to be made
to the said Jacob Lenox for the benefit of Simon Murfee his certain attorney, executors,
administrators or assigns we bind ourselves our heirs executors and administrators jointly
and severally firmly by these presents. Sealed with our seals and dated this 22nd day
of June. 1843.

The condition of the above obligation is such that whereas
the above bound Frances Lenox hath sued out of
the Court of Appeals at Richmond a writ of Supersedeas to a decree pronounced by the
Circuit Superior Court of Law and Chancery for the County of Southampton on the 10th day
of April 1843 in a suit depending in the said Circuit Superior Court in which
the said Frances Lenox was — Plaintiff and Jacob Lenox & Simon Murfee
Defendants by which decree it was adjudged, ordered
and decreed that the injunction awarded in the said suit on the 26th day of February
1842 be dissolved and that the plaintiff pay to the Defendants their costs about their defence
in that behalf expended. Now if the said Frances Lenox
shall prosecute the said writ with effect or shall pay all such debt, interest, dam-
ages and costs for which the security in the injunction bond in the suit aforesaid
is bound and also all costs which shall be awarded against the said Frances
Lenox by the Court of Appeals in case the decree aforesaid
shall be affirmed then the above obligation to be void or else to remain in full force
and virtue.

her
Frances + Lenox
mark
Jen. Cobb

Know all men by these presents that we Frances Senor
John M Holland, Patrick Dole and ~~James Blagden~~ ^{Wm D Hood}
are held and firmly bound unto Jacob Senor who sues for the benefit of
Simon Murfer in the just and full sum of fourteen hundred & seventy nine
dollars and thirty two cents. Current money of the United States, to which
payment well and truly to be made unto the said Jacob Senor who sues for the
benefit of Simon Murfer his certain attorney, executors, administrators or
assigns, we bind ourselves our heirs executors and administrators, jointly and
severally firmly by these presents. Sealed with our seals and dated this 3rd
day of May - 1848.

The Condition of the above obligation is
Such that whereas the above bound Frances Senor hath obtained from the
Court of Appeals at Richmond a Writ of Supersedeas to a decree rendered by
the Circuit Superior Superior Court of Law and Chancery held for the County
of Southampton on the 10th day of April 1848. in a Suit depending in the
said Circuit Superior Court, in which the said Frances Senor was plaintiff and the
said Jacob Senor and Simon Murfer were defendants by which ^{by which it was} decreed
and adjudged that the injunction awarded in the said Suit on the 26th day of
February 1842 be dissolved and that the plaintiff pay to the Defendants their costs
about their defence in that behalf expended. and whereas by an order made on
the 1st day of March 1848. the Court of Appeals have ordered that the
said appeal be dismissed, unless other sufficient security be given in conformity
to the said order. Now if the said Frances Senor shall prosecute the said
Writ with effect, and shall well and truly pay all such debt, damages,
interest and costs for which the security in the injunction bond in the Suit
aforesaid is bound and also all costs which shall be awarded against the
said Frances Senor by the Court of Appeals in case the decree aforesaid
of the said Circuit Superior Court shall be affirmed then the above obligation
to be void or else to remain in full force and virtue.

Witness

^{her} Frances & Senor
^{mark}
Jno M Holland
Patrick Dole
Wm D Hood

(Seal)

(Seal)

(Seal)

(Seal)

In the Clerks Office of the Circuit Superior Court of Southampton County. The 3rd
May of May 1848.

The within named John W Holland
Patrick Doles & ~~James~~ ^{William D Hood} Securities to the within bond made oath
before me Clerk of the said Court that their estates after the payment of their
just and lawful debts ~~are~~ worth the sum of fourteen hundred & seventy
nine dollars and thirty two cents. the penalty of the within bond. Given
under my hand the day and year aforesaid.

L. R. Edwards Ck