

1854-010

SOUTHAMPTON COUNTY
CHANCERY PAPERS

PARKER & al

VS. SMITH et al

11/1854

other surnames: Hart, Baker,
Beaman, Pipkin, Cross, Bowers,
Riddick, Holland, Cobb,
Pretlow, Murfee, Harrison
Darden, Wise.

Parker & Hart

v. } Papers

Smith. &c

1854 November

On motion of [unclear]
case dismissed

Parker & Hart

• { Stat. Rules

Smith & Co

Jesse Parker & John D Hart
against

H. T. Smith, Edwin Smith, Sarah J. Smith, Benj^a D. Smith, Wm J. Baker,
Nathaniel Biaman, Isaac Pipkin, Richard H. Beaman, Hardy Crofts, Abram
Riddick, Richard Darden, Carr Bowers, Wm B. Wise, Zachariah E. Holland
Merit Holland, Jesse Cobb, John Pritton, Simon Munsie, Joseph Pritton,
Willis J. Riddick, adm^r of F. L. Riddick, and Seth D. Williams adm^r of Edwin
Harrison dec^d.

1853 Aug. 20th Summons issued returnable to September Rules.

" Sept. Rules Sum^r ret^d Executed on all the Defts except Defts Wm J. Baker, Isaac
Pipkin, Abram Riddick, Wm B. Wise. Bill filed. Dues wise & Defts on whom
process Ex^d. Order sub^d & Dfts Baker, Pipkin, Riddick & Wise.

" Oct. Rules (1st Monday) Bill taken for confessed as to Dfts on whom process Ex^d.

" " (Last Monday) Cause set for hearing as to Dfts on whom process Ex^d.

" Nov. 1st Answers of Dfts H. T. Smith, J. J. Smith, Edwin Smith, Wm J. Baker, B. D.
Smith & S. D. Williams adm^r of E. Harrison & Rep.

1854 Aug^t 25th See D^o ip^s to revive to Henry M. Smith Esq. Henry T. Smith dec^d.

Parker & Hart
no Bill
Smith. I.

1853 Sept. Rules

(7620 words)

To the Hon. Richard H Baker Judge of the Circuit Court for the
County of Southampton In Chancery

Humbly complaining shew unto your
Honor your complainants Jesse Parker and John D Hart
that on the day of 18 H T Smith executed his
bond to Carr Bowers for the sum of \$ with your
complainant and Edwin Harrison his securities;
In the year 1852 the said Edwin Harrison having
died and L M D Williams being qualified as his
administrator of the Term of the County Court
of Southampton and the said John D Hart having
moved to the State of Mississippi, suit was instituted on
the said bond against your complainant Jesse Parker
and the said H T Smith, judgment recovered and execution
issued, which execution amounting to \$ your
complainant Parker was compelled to discharge, all the
property of the said H T Smith being covered with deeds of
trust - Your complainant Parker afterwards received pay-
ment of one third of the amount of the said execution from
your complainant John D Hart one of his co-securities as
aforesaid - Your complainant Parker also instituted
suit at law against L M D Williams the administrator
of Edwin Harrison the other co-security for his third of the
amount of the said execution, recovered judgment and
issued an execution against him, which latter exe-
cution was paid not out of the assets of Edwin Harrison
and but with the funds of the said H T Smith, as that the
estate of the said Edwin Harrison has as yet contrib-
uted nothing to the payment of the said debt - The said
H T Smith being thus indebted to each of your complain-
ants in one third of the amount of the execution
paid to Carr Bowers. They severally instituted suits
at law against him for the amounts so due, recovered
judgments and issued their executions, which said

executions from unsatisfactory and were returned no effect in consequence of the various deeds of trust with which the said H T Smith had covered over his property during the years 1850 and 1851. Copies of said bonds, judgments and executions are herewith filed marked (A) and prayed to be taken as parts of this bill. Your complainant further shews that on the 28th of October 1850 the said H T Smith executed two deeds of trust, conveying in one, and the following shews, to wit; Lidas, Tom, Mary, Margaret, Eliza, Crip, Landrover, Fanny, Albert, Simon & Lewis, to Edwin Smith in trust to secure a bond for \$4741.40 and Sarah Smith dated the 28th of October 1850 the interest payable annually and the principle payable on the 1st of March 1853; in the other and he conveyed the following shews to wit; Andrew Liddell, Gordon, Nelson, Ben. Frick, and Harry to the said Edwin Smith in trust to secure a bond for \$3488.96 and Sarah Smith dated the 28th of October 1850. the interest payable annually, and the principle on the 1st of March 1853. On the 5th of February 1851 the said H T Smith executed another deed of trust conveying his interest in a tract of land lying in North Carolina, the following shews to wit; Lem, Jack, Jim, Ben, Duke, Tony, Washington, Maria, Frank, Bailey, Esther, Mary, and Lucy, and his stock of horses, cattle, and furniture on said tract of land, to Lem J Baker in trust to secure a bond for \$3294.73 and Benj^d Smith dated the 5th of February 1851, also a bond due Nathaniel Braman for \$858 dated the 9th of March 1849, and the balance due Isaac Piption on his Georgian account. On the 15th of March 1851 the said H T Smith executed another deed of trust conveying a tract of land in the County of Southampton, shews Hais, Ben, Delia, a Washington, stock of horses, hogs, sheep,

and cattle, and all his other chattels proper, & together with all the right, title interest and estate both in law and equity in and to the property conveyed in the deeds executed by the said H T Smith to Edwin Smith, and to Lem J Baker, to J C Riddick in trust to secure, first a bond due Richard H Braman for \$2000 dated the 15th of March 1851 with Benj^d Smith security, and a bond due Benj^d Smith for \$2691.95 dated the 15th of March 1851, and secondly the following debts, to wit; a debt due Hardy Croft to which Abram Riddick and others are securities, a debt due Rich. and Jordan to which Abram Riddick and others are securities, a debt due Carr Bowens to which Jeph. Parker and others are securities, a debt due Wm. Bliss to which John D Hart and others are securities, a debt due Zach. arial & Holland to which Abram Riddick and others are securities, a debt due Merit Holland to which Jeph. Cobb is security, also a debt due John Pritchard, a debt due Simon Pumphrey, and a debt due Joseph Pritchard, the said trustee to sell when required so to do by Benj^d Smith or Richard H Braman. All of which will appear from copies of the said deeds herewith filed marked (B) and prayed to be taken as parts of this bill. The debt mentioned in the last deed due Carr Bowens with Jeph. Parker and others securities is the same which was paid off by your complainant, for two thirds of which the aforesaid judgments were recovered by them against the said H T Smith. J C Riddick the trustee named in the last mentioned deed has died and William J Riddick has qualified as his administrator. Your complainant is advised that the two deeds executed by H T Smith to Edwin Smith, the deed executed to Lem J Baker and the deed executed J C Riddick were intended to hinder and delay creditors; that the said bonds secured in the two last mentioned deeds to Benj^d Smith were not executed for reasonable consideration, but were voluntary

and void as to creditors, and that all of the said deeds are fraudulent
and void under the Statute of frauds, and will be so declared by
this honorable court. But should the court be of opinion
that the said deeds are not fraudulent and void, they are ad-
vised that as beneficiaries under the last mentioned deed
executed on the said 15th of March 1851 they are entitled not only
to have the land, shares, and chattels properly therein conveyed sold
for the payment of the debts specified, but in as much as it
is entirely insufficient for that purpose, that they are also
entitled to have the property conveyed in the three prior
deeds sold and applied to the satisfaction of the various
debts therein secured, so that the spirit of redemption which
is conveyed in the deed of the 15th of March may be rendered
more available to your complainants and the other cre-
ditors equally interested with them. Your complainants
are further advised that should they fail to make their debt or
any part of it out of the said H T Smith, that the said L L & William
adms^y of Edwin Harrison is bound to pay to them one third
of the amount of their loss. In consideration of all which,
and in as much as your complainants are without remedy
in the premises at and by the strict rules of common law, and
can not have adequate relief save in a court of equity where
matters of fraud are properly cognizable, to the end therefore
that justice may be properly administered, they pray your Honor
to make H T Smith Edwin Smith Sarah J Smith Benj^d Smith
Wm J Baker Nathaniel Beaman Isaac Pipkin Richard H Bea-
man Haroy crop Abner Riddick Richard Darden Carr Bowen
Wm B Wise Zachariah & Holland Merit Holland Lige Cobb
John Phillips Simon Musser Joseph Phillips, Willis J Rid-
dick adms^y of J C Riddick and L L & Williams adms^y of Edwin
Harrison defendants to this bill, and that they be compelled
to answer the allegations thereof. That the said Benj^d &
Smith may answer on oath and set forth an account
of all and every sum of money due him from the said

H. Smith as the date of the said deeds, and when, where, and
from what the said indebtedness arose - That the two deeds
executed on the 28th of October 1850, the deed executed on the
5th of February 1851, and the deed executed on the 15th of
March 1851 may be declared fraudulent and void: and in
case it shall appear to your Honor that the said deeds
are not fraudulent and void: Then that the said Edwin
Smith and Wm. J. Barker may be directed to sell the pro-
perty conveyed in the deed executed to them as trustees
as aforesaid and out of the proceeds pay the debts there
in secured, and the balance if any report to court: and
that an officer of this Court may be directed to sell the
property conveyed in the deed ~~executed~~ to the said F. R. D.
and trustee as aforesaid and pay out the proceeds to
those entitled - That the said Saml. D. Williams agent of Edwin
Harrison may be compelled to contribute his just pro-
portion of any loss which your complainant may sus-
tain in consequence of this said securityship for the said
H. Smith - That an order of publication may be entered a-
gainst Isaac Pipter, Abram Riddick, Wm. Bowie, and Wm. J. Ba-
ker who are now residents of the Commonwealth of Vir-
ginia - That the ordinary writ of subpoena may issue com-
manding do and that your Honor will grant such other
and further relief in the premises as equity may
dictate: and as in and to being they will ever provide
may it please your Honor do

Leff Parker, John D. Harris

and
Chambers Master, clerk
Sincere

Parker & Hart

v. }

H. J. Smith & Co.

Answers of J. J. Smith
(and Edwin Smith)

1853 Nov: 7th

The Answer of Sarah J. Smith, to a Bill in Chancery exhibited in the Circuit Court of Southampton County, by Jesse Parker and John D. Hart, against Henning J. Smith & others—

This Respondent, for answer to so much of the said Bill, as she is advised is material (and necessary for her to answer, answers and says— That it is true Henning J. Smith did on the 28th day of October 1850 execute to Edwin Smith as Trustee for this Respondent the two deeds of Trust mentioned in the said Bill, conveying the property therein named— one of which deeds was to secure to this Respondent a debt of \$3488.96, and the other to secure a debt of \$4741.40, each debt due by a Bond dated on the 28th Octo. 1850, payable ~~+~~ the interest annually, and the principal on the 1st day of March 1855, or sooner if the said H. J. Smith should happen to die before that period arrives,— That the said debts were created in the following manner— The said H. J. Smith was indebted to No. R. Smith in his life time in two Bonds, one for \$4711.44 due 30th Dec. 1843, the other for \$250 due 23rd Nov. 1843 which with interest on them up to the date of the deed of trust makes the sum of \$6792.19 He also owed a Bond to No. R. Smith ~~\$500~~ of over \$500.00 and this respondent loaned him ~~in~~, a ~~sum~~ ~~of~~ ~~money~~ sufficient to ~~making~~ ~~the~~ \$8230.36 for which the two ~~deeds~~ ~~named~~ in said

deeds were given making the same amount.

That on the settlement of No. R. Smith's estate the administrators (Edwin Smith & James E. Smith) paid the several Bonds of \$4711.44 & \$250 & \$500, over to this Respondent who was a

distributors of said deceased and guardian of the other distributors — That knowing the said H. J. Smith to be involved in debt, she desired & determined to secure the claims thus due her, and was willing to receive good personal security, but this the said H. J. Smith did not or could not give, she then agreed to take Deeds of Trust on property to secure the same, but these the said H. J. Smith were unwilling to give unless credit were given him to pay the debts, and as the money was not wanted immediately, and being anxious to get the same secured in any reasonable way, this respondent accepted the Deed, afraid, giving the credit as therein set forth — That the reason why the debt was divided and two bonds, and two Deeds executed on the same day, with like credits, is, that a part of the property was in North Carolina and part in Virginia, and the debts were divided so as to bear a reasonable proportion to the property in each state, and each deed covered a part of the property, and one deed was recorded in North Carolina and the other in Virga.

That after the deed was recorded in North Carolina some of the property was carried to Virginia & hence this respondent deemed it advisable to have that deed also recorded in Virginia —

This Respondent utterly denies every charge, or insinuation of fraud, or any intention to hinder & delay Creditors, and she has

yet to learn that to give a credit of several years is a fraud, or to take two bonds is a fraud, or to take two Deeds of trust on property in two states is a fraud —

as to the other statements in said Bill this respondent knows nothing of them — And having thus answered, this respondent prays to be hence dismissed & signed.

Sarah J. Smith

Hanseman County to wit.

I Caleb Savage a Justice of the peace in and for said County do certify that Sarah J. Smith personally appeared before me, & made oath that the foregoing answer is true, so far as the same depends on her own knowledge & that so far as the same depends on information derived from others, she believes the same to be true.

Given under my hand this 8th day of October 1853.

Caleb Savage J. P.

The answer of Edwin Smith to the Bill referred to in the foregoing answer of Sarah J. Smith —

This respondent says he was one of the administrators of H. J. Smith deceased — That he is trustee to the two deeds of trust executed on 28th Oct. 1850 by H. J. Smith, and was present and transacted the business

for Sarah J. Smith with Henning J. Smith
(and after having read the above answer
of said Sarah J. Smith, this Respondent
says it is entirely true in every respect.

That as to the other matters contained
in said Bill he is not prepared to
say anything as he knows little or
nothing of them — and having answered
signed.

Edwin Smith
in " "

Nausumond County to wit:

I Caleb Savage a Justice of
the peace in & for said County do hereby
certify that Edwin Smith personally
came before me & made oath that the
answer of his aforesaid contains as
he verily believes the truth —

Given under my hand this 8th
day of October 1853.

Caleb Savage J.P.
[Signature]

Parker to Heart

is 3

W. T. Smith is also

uncion of W. T. Smith

1853 Nov. 7th

The answer of Humming I Smith to a bill in
chancery exhibited in the circuit court of chancery for
Southampton County by Jesse Parker and Mrs D Blant
against him and others

This defendant for answer to
the said bill or as much thereof as he is advised it is material
for him to answer, answering says, that he believes
the plaintiffs history of their suit is true except in one
particular in which he will set them right. They allege
that Seth D Williams administrator of Edwin Harrison
~~do~~ did not pay his portion of the debt for which his
estate was jointly bound with the plaintiffs but that
this defendant W. I. Smith paid it for him. This is not
so, for Benjamin D Smith at the request of this
defendant paid the said Edwin Harrison's portion
of the debt and that he now considers himself in
the place of the said Harrison a beneficiary in
the deed made to secure this debt along with
others and in the event the trust fund should prove
insufficient to pay all, the said Benjamin D Smith
will look to Harrison's estate for indemnity

This defendant died on the 28th day of October
in the year 1850 execute the two deeds mentioned in
the plaintiffs bill to Edwin Smith as trustee to
secure Sarah I Smith conveying the property therein
mentioned to secure the two debts respectively of
\$4741.40 cts and \$3488.96 cts each debt due by bond
bearing the same date with the deeds payable the
interest annually and the principal on the 1st day
of March 1855 or sooner if this defendant should
die before that period arrived, that the bonds were
executed for debts due her husband Robt R Smith
in his lifetime a debt due Robt Smith & Bro
and money lent by the said Sarah I Smith

That these debts were paid over to Sarah I Smith as one of the distributees of her husband Robt Smith and also as guardian of his children. That the indulgence was given in the payment not for the purpose of hindering and delaying other creditors of this defendant from asserting their just demands against ^{him} but because Sarah I Smith as guardian of young children did not want the principal so long as the interest was punctually paid which ^{could be} applied to their support. That the said Sarah I Smith had given this defendant to understand that he must either pay the amounts due her or secure the debts in a satisfactory manner, believing that if his property was sold at that time that he would not be able to pay all his liabilities but that with some indulgence he could not only pay all his liabilities but save his property the due to Sarah I Smith was executed in the manner herein set forth, and it is for this defendant got to learn that it is fraudulently and illegal for an creditor to give and a debtor to receive time for the payment of a bona fide debt which is likely to come to the benefit of all by an enhanced value of property. This defendant further states that two deeds were given because a portion of the property was in North Carolina and a portion in Virginia and both deeds recorded in this state because the negroes were frequently brought from N. Carolina into Virginia.

The deed of trust bearing date the 5th of July 1851 to Wm I Baker Trustee and conveying certain property herein named has been closed all the property sold (except two negroes who were sold under execution by the Sheriff of Southampton) on the 28th

of July 1851 for the sum of \$13,570 and the money paid over to the proper parties pro rata the fund falling short all of which will appear by the answer of Wm I Baker the Trustee filed in this cause and hereby referred to.

This defendant further states in answer that in the winter and spring of 1851 large executions were hanging on ^{him} principally security debts, and that his property was likely to be sold under the Sheriff's hammer at a heavy sacrifice, that he saw many of his creditors and among them one of the plaintiffs Jeph Parker and told them if his property was sold in that way that many of them must go unpaid that the execution thus hanging on him would sweep away nearly all his property which was then unincumbered and leave his other creditors his own debts unpaid they agreed with him that if he could get a friend to advance him money to lift these executions that it would be most be expedient to do so and to make a deed securing him and them, his brother Benjamin I Smith to whom he was already largely indebted with noble generosity by his own advances in money and by becoming this defendant's security to a bond to Richd G B Beaman made him to raise sufficient money to pay off these executions, and give ^{him} at least a chance to pay his other debts, that after he had relieved his property of these liens of execution he made the deed of the 15th of March 1851 to F. C. Kiddick a Trustee and as in duty ~~bound~~ bound he gave a just preference to ~~those~~ ^{those} who by their kindness and generosity placed him as he believes in a situation ultimately to pay all his debts, He leaves it to his brother Wm I Smith

whose answer is filed in this cause and hereby responds
to, to vindicate both himself and this defendant
Triumphantly from all fraudulent intent or design
that so far from aiding this defendant in hindering
or delaying other creditors from their just demands
he has to his own injury aided this defendant
in paying them and this defendant utterly and
positively denies every charge or insinuation of fraud
in what he has done or any intention of hindering
or delaying his creditors in the collection of their
debts but says and believes that the course he has
pursued is the best under all the circumstances
he could have taken to pay ultimately all his
debts and having fully answered Grays bill
to be dismissed &c

H. J. Smith
Wm. B. Thomas for
def

Southampton County to wit

This day W. B. Smith appeared
before me a justice of the peace for the above county
and made oath that the allegations in the above
bill are true so far as he knows and believes
given under my hand and seals This 21st October 1853
William Bowers J. P. *W. B. Smith*

Parker & Hart

vs. 3

H. T. Smith sal:

Answer of H. T. Smith
and exhibits, filed with the
same.

1853. Nov. 4th

1

The Answer of Benjamin D. Smith, to a Bill in Chancery exhibited in the Circuit Court of Southampton County, by Jefe Parker and John D. Hart against Henning J. Smith & others.

This Respondent says, in answer to so much of said Bill, as he is advised is material for him to answer, that he believes it is true H. J. Smith executed his Bond to Carr Boners, as stated in the Bill -

That Edwin Harrison died & Seth D. Williams, became his Administrator as stated in the bill.

That John D. Hart moved to Mississippi and that suit was brought on said Bond as stated.

That as to what part of said claim the said Jefe Parker received of said John D. Hart, he knows nothing - That a suit was instituted by said Jefe Parker against Seth D. Williams adm. of said Edwin Harrison dec^d & judgment rendered and execution issued thereon, But this respondent desires that the said Execution was paid out of the estate of H. J. Smith - and ~~this~~ respondent says and avers, that he, advanced the amount of said execution against said Harrison's estate, and paid the same to the Sheriff who had the said execution, that in doing so he expected & now expects to stand in the place of said Harrison's estate - That the same was paid by him to relieve Harrison's estate from the execution and to gratify H. J. Smith who was anxious to prevent Harrison's property from being sold - so that Harrison's estate may be said to have paid the debt, as this respondent paid it with the understanding that he was to stand in the place of Harrison, who was secured by the deed of trust referred to in said Bill

which was executed by said H. J. Smith on the 15 March 1851 to F. C. Riddick, trustee &c.

That as to the Deed of Trust executed by H. J. Smith on 5th Feb. 1851 to Wm. J. Baker trustee &c. and on the 15th March 1851 to F. C. Riddick as trustee &c. and the Deeds therein secured This respondent has to say —

That the Deed of 5th Feb. 1851 to Wm. J. Baker trustee &c. was a Bona fide, deed, made to secure real, existing debts — That the debt therein mentioned as due by H. J. Smith to this respondent of \$3274.73 was a debt due this respondent by said H. J. Smith for monies paid for him, goods furnished him & the like, as will be more particularly seen by reference to the account due this respondent & for the amount of which (\$3274.73) The Bond was executed, on 5th Feb. 1851 as specified in ^{the said account filed herewith marked No. 1.} the deed to said Baker, Trustee &c. — and having said this much, this respondent might stop, having answered as far as he is called on to answer, but ~~as he knows the facts & he further says, that he is~~
~~absolutely wrong in what manner~~

he prefers to be more particular — That \$39.19 of said account was for a Bond paid to Mr. B. Jenkins by this respondent for H. J. Smith (see said bond filed herewith marked No. 2 — That the item of \$109.65 was an account paid for H. J. Smith to Smith & Lotchehead and for which H. J. Smith had executed his Bond see paper No. 3. — That the \$138.90 was, a bond due for goods sold ^{by this respondent to H. J. Smith}, see Bond & account filed herewith marked No. 4. — That the \$41.40 was the amt. of a Bond & Interest due by H. J. Smith to this respondent — see same marked No. 5. —

That the item of \$300.09 was for ~~an~~ ^{an} execution & interest on same, paid The Sheriff of Southampton County - see same marked No. 6 - That the item for \$803.49 was a store account due Smith & Whitehead - see same marked No. 7 - That the item of \$333.94 was an account due Smith & Davis - see same marked No. 8 - That item of \$770.19 was a Bond due this respondent previous to the execution of the said deed - see same marked No. 9. That the item of \$524.41 was a negotiable note for money due by H. J. Smith at Bank of Va. in Portsmouth, paid by this respondent, which note was never withdrawn from said Bank, but can be had - and the item of \$233.47 was a store account due this respondent, and marked paid on his Books which can be drawn off in full if necessary - All of which fully explains the debt of \$3294.73 due this respondent secured by the deed of Trust of 5th July 1851.

This Respondent further says that the property conveyed by said deed of 5th July 1851 was disposed of as follows - nevers Maria & Frank were at the date of said deed held by Sheriff of Southampton under forthcoming Bonds, were sold to pay these debts, & which were along with other moneys so applied - see receipts of the Sheriff of Southampton filed herewith marked No. 10 - That the other property conveyed by the deed of 5th of

July 1851 has been long since sold by Wm. J. Baker the trustee and paid over to the several creditors therein named - as will be seen by said Baker's answer in this cause, by which it will appear that the property only paid 68 $\frac{3}{4}$ cents to the dollar - for more particular information reference is here made to said Baker's answer -

This Respondent further says that the debt due him by H. J. Smith of \$2691.95, dated 15 March 1851 secured by deed of trust to J. C. Ridgick as trustee was for moneys (principally) advanced by this respondent to pay pressing debts and executions against H. J. Smith, his relation - That whilst it is no part of this respondent's duty to know how H. J. Smith disposed of said money, thus obtained from this respondent, yet as he is fortunate enough to know, how it was nearly all disposed of, he has no objection to state & say that \$1000. was paid to Mrs. M. Early in the presence of this respondent - see his receipt marked no. 11 - That \$186.12 was paid to J. A. Giltlett by Sheriff of Southampton County as per receipt marked no. 12 - That \$86.84 was paid to same Sheriff, as per receipt marked no. 13 - That \$316.11 was paid to No. R. Prentiss att'd. at Law, as per receipt marked no. 14 - That \$424. was paid Jas. Boothe Sheriff of Gates Co. N. C. as per receipt marked no. 15. That \$160.18 was paid No. P. Pope Sheriff of
of

Southampton County as per receipt marked No. 16—
 and that \$441.77 was paid to said Pope also
 as per receipt marked No. 17— which said
 several sums were ~~shew~~ in what manner
 H. J. Smith paid out the sum of \$2691.95
 due this respondent & secured by the deed of
 15 March 1853 — This respondent further says
 that he loaned the cash to said H. J. Smith,
 and about \$1700. was lent him on 15 March 1851 &
 the balance a few days before at the February
 Court of Gates Co. N. C. ^{and at H. J. Smith's house} say about 17 July 1851
 all of which was included in the said
 bond of \$2691.95 & secured by the deed
 of 15 March 1853. — This respondent further
 says that he is the security for said H. J. Smith
 to the bond of \$2000 due Richard W. Beamon & also
 secured by said last mentioned deed —

This Respondent denies with a feeling
 of just indignation every imputation, charge or
 insinuation of fraud, and says that the deeds
 aforesaid were not made to hinder or delay creditors,
 were not voluntary void, but were executed for
bona fide and valuable considerations as
 before set forth — That power was given in
 the deed of 15 March 1851 to sell when requested
 by R. W. Beamon or D. D. Smith, because this
 respondent was the largest creditor & was security
 as aforesaid to R. W. Beamon for \$2000, and it was
 deemed just and reasonable that he should
 control the matter, so that he might see
 when most advantageous or give credit, and for
 no fraudulent purpose; and circumstances,

6.

have shown
the wisdom of the matter; if the property had
then been sold it would scarcely have paid
the debts, but since then property has risen
in value and this respondent now
feels safe as to the debts due him & to which
he is security —

This respondent further says that
he will do no act to hinder or delay
any creditor of said H. J. Smith, and
has in all the matters aforesaid only
desired to aid said H. J. Smith & release
him from some of his embarrassment, by lending
him the money aforesaid & paying the
debts aforesaid for him — and now
having answered all matters, he is ad-
vised, which it is material for him
to answer, he prays to be hence dismissed
&c.

H. J. Smith.

Sanborn County to wit:

This day B. H. Smith personally appeared
before me in said County & made oath, that the
foregoing answer contains the truth, so far as
the same depends on his own knowledge, & so far as
the same depends on the information of others,
he believes to be true — Given under
my hand this 1st day of Oct. 1853.

W. J. Shepherd J.P.

Parkside

} Answer of
S. D. Williams

Smith & Co

1853. Nov. 7th

To the Hon. Judge of the Circuit Court for the County
of Southampton - In chancery -

Answer of S. D. Williams answer of Edwin Harrison to a bill of
complaint against him and others, exhibited by Jeph Porter and others.

This defendant saying and reserving de in answer to said bill
says - That sometime since suit was instituted on a bond in form
of Cave Bowers, executed by W. S. Smith, with Jeph Porter, J. D.
Hest and Edwin Harrison, the payment of which bond was provi-
ded for in a deed of trust executed by said Smith, and bearing date
the day of - That judgement was obtained on said
bond and execution issued against the said Smith & Porter, the latter
of whom paid the amt due thereon as one of the securities. Subsequently
the said Jeph Porter instituted suit against this defendant to recover
the proportionable part of this defendants' total, of the amt so paid
by him (Porter) and obtained judgement, on which execution
issued which was returned "Satisfied" - This defendant does not
know certainly who paid the execution last mentioned, but
presumes it was paid by Benj D Smith, by virtue of an un-
derstanding to that effect between him and the said B. D. Smith
entered into about the time, or after the execution issued - That he
informed the officer in whose hands the execution was, that an arrange-
ment had been made with B. D. Smith to settle it - and he believes
that said execution was paid by the said Smith - This defendant
knows nothing concerning the other facts stated in the bill, and
being advised, prays hence to be dismissed the Court, with
his costs in this behalf expended -

Seth D. Williams

W. S. Smith atty

Southampton County to wit -

This day personally appeared before me a Justice
of the peace for the County aforesaid, S. D. Williams who made
oath that the facts stated in the above answer are true to the
best of his knowledge and belief - Given under my hand this 7th
day of November 1853 -

Wm. H. Nicholson J. P.

Parker & Hart

vs.

} Answer of

Wm J. Baker

H. J. Smith Solr.

1853 Nov. 7th

The answer of William J. Baker, to a Bill in Chancery exhibited in the Circuit Court of Southampton County, Virginia, by Jesse Parker & John S. Hart against H. J. Smith & others -

This Respondent, for answer to so much of the said Bill as he is advised is material and necessary for him to answer, answers and says.

That it is true he was the Trustee to a deed of Trust executed by H. J. Smith, to secure a debt of \$3294.73 to Benjⁿ S. Smith, and several other debts due to Nathl. Beamon & others, and which deed was executed on the 5th day of February 1857 and conveyed, certain real estate, slaves, & chattel estate mostly in Gates County, State of North Carolina where the deed was duly registered - That being required by the proper parties to do so, he proceeded to sell the property, conveyed by said deed, on the 28th of February 1858, and the same sold for the sum of \$3500, which was paid over pro rata to the several creditors therein named leaving 31½ cents to the dollar unpaid - For a more detailed statement of his proceedings, he refers to a "Statement" filed herewith as part of this answer, & marked No. 1 - Copies of the several receipts taken by this respondent from the creditors for the amounts paid over to them are also filed herewith marked No. 2, and asked to taken as part of this answer -

a copy also of said Deed (being the same Deed referred to in the Complainants' Bill) is filed herewith as part of this answer marked No. 3.

This Respondent says as to any other matters contained in said Bill he knows nothing, and having thus answered

all that is material for him to answer
prays to be hence dismissed &c.

signed

W. J. Baker

State of North Carolina }
Gates County, to-wit: }

This day Wm. J. Baker personally
came before me a Justice of the peace
in and for said County & State, and made
oath, that the foregoing answer contains
the truth, so far as the same depends
on his own knowledge, and that so far
as it depends on the information derived
from others, he believes it to be true.

Given under my hand this 3rd
day of October 1853.

O. B. Savage J. P.

Parker Jr

~ } Or. Pub.

Smith Jr

At Rules held in the clerks Office of the Circuit Court of Southampton on the 5th day of September 1853.

Sepe Parker and John D. Hart

against

H. T. Smith. Edwin Smith. Sarah J. Smith. Benjamin D. Smith. Wm. J. Baker. Nathaniel Deamon. Isaac Pipkin. Richard H. Deaman. Hardy Croft. Abram Riddick. Richard Darden. Carr Bowers. Wm. B. Wise. Zachariah E. Holland. Merit Holland. Sepe Cobb. John Prettow. Simon Murfee. Joseph Prettow. Willis S. Riddick. admor. of F. C. Riddick and Seth D. Williams admor. of Edwin Harrison.

The object of this suit is to set aside and have declared fraudulent and void the several deeds of trust mentioned in the plaintiffs bill executed by the defendant H. T. Smith, to wit. two executed on the 28th of October 1850 to Edwin Smith in trust, one on the 5th of February 1851 to Wm. J. Baker in trust, and the other executed on the 15th March 1851 to F. C. Riddick in trust, and in case the said deeds should not be so declared, that the said ~~Edwin~~ Smith and Wm. J. Baker be directed to sell the property conveyed in the deeds executed to them as trustees, and that an Officer of the Court be directed to sell the property conveyed in the deed executed to F. C. Riddick Trustee. And also to compel the Defendant Seth D. Williams admor. of Edwin Harrison to contribute his just proportion of any loss which the plaintiffs may sustain in consequence of their securityship for the defendant H. T. Smith. And affidavit having been made and filed that the defendants Wm. J. Baker, Isaac Pipkin, Abram Riddick, and Wm. B. Wise are not residents of this State, it is ordered that they ^{do} appear within one month after due publication of this order and do what is necessary to protect their interests, and that a copy of this order be published once a week for ^{four} successive weeks in the Southern Argus a newspaper published in the City of Norfolk, and posted at the front door of the Courthouse of this County on the first day of the next County Court of the said County.

Parker & Co

2. } Sp. chy.
Smith & Co.

1853. September Rules

64m

Newsemond

The Commonwealth of Virginia: to the Sheriff of ~~Southampton~~ *Newsemond* County, GREETING:
We command you to summon *Edwin Smith, Sarah J. Smith, Benj. D. Smith,*
Nathaniel Beaman, Richard H. Beaman, Hardy Crofts, Zachariah C. Holland
& Willis J. Riddick adm. F. C. Riddick ad.

to appear ^{at} ~~before~~ the *Clerks Office* of our *Circuit* - Court of Southampton
County at the ~~Court house on the first day of~~ *term*

Rules to be holden for the said Court on the first Monday in September next to
answer a bill in Chancery exhibited against them and others in our said Court by
Jesse Parker & John D. Hart

And have then there this writ. Witness, Littleton R. Edwards Clerk of our said Court
at the Court house the *2^d* day of *August*, 1853, in the *78th* year of the
Commonwealth.

L. R. Edwards

Presented & True Copy delivered to each
of the within named Defendants

Yours for manuscript
for Capt. W. Kelly Staff

Parker &

Sp. Chy.

To

Smith & Co.

1853 September Rules

64m

The Commonwealth of Virginia: to the Sheriff of Southampton County, GREETING:

We command you to summon

*H. T. Smith. Wm J. Baker. Isaac Pipkin. Abram
Riddick. Richard Darden. Carr Bowers. Wm. B. Wise. Meritt Holland. Jesse Cobb.
John Brattow. Simon Mueser. Joseph Brillon. & Seth D Williams admr. Edwin Harris-
son dec.*

to appear ^{at} ~~before~~ the *Clerks Office* of our *Circuit* - - Court of Southampton
County at the ~~Court house on the first day of~~ *term*

*Rules to be holden for the said Court on the first Monday in September next to answer
a bill in chancery exhibited against them ^{and others} in our said Court by Jesse Parker &
John D Hart*

And have then there this writ.
at the Court house the 2.^d
Commonwealth.

Witness, Littleton R. Edwards Clerk of our said Court
day of *August*, 1853, in the 78 year of the

L R Edwards

Ex. ow H. F. Smith, Rich? Darden, Carr Bowers, Merit
Holland, Jeph Cobb, Jno. Putlow, Simon Muffer, Joseph Put-
low, & John D. Williams by delivering to each a Copy.

W. J. Baker, Isaac Peplin, Abram Kiddie, &
Wm B. Wiser are not residents of my County.

Jno Putlow Sept. 4th
Saml. Miller Sept

Banker J^o

W. J. Sp. Chy.

Smith J^o

1853 September Rules

Wm

~~Exempted by delivering to
one each of Baker, Wiser,
Peplin, & Kiddie -
Jeph Putlow Sept.
for same. Acc. J. H.~~

Parker Hart

to } Affd.

Smith & Co

1853 Sept 5.

In Clerk's Office of Southampton County Court. September 5th 1853
Parker & Hart
vs
Smith

This day Elw Mapenbury appeared before me
and made oath that Emory Baker, Isaac Pipkin, Abner
Riddick & Wm Bowie are nonresidents of the Commonwealth
of Virginia to the best of his knowledge & belief - Given
under my hand this 5th day of September 1853
J. R. Edwards Clerk

H. I. Smith
Accy 23.6,54

		Amz Broz ovr			\$193.44
Dr.	6	8 paper camb.	9 1/2	00	
		2 skins silk		13	
		1 pr Gloves		37	
		Ribbon		38	
		2 yds. Thread Lace	20 1/2	40	
		1/2 " cotton	for	10	
		5 yd. Hanker	for	50	
		1 " Bro. Linner		25	
		4 " Col. camb.	for	20	
		3 " " "	10	30	
		1 cloth cap		1 13	4 76
		Amst. of J. H. Parker		3 35	3 31
"	20	Boots		2 00	2 00
"	23	9 pr shoes	of	9 00	
		2 " "	4/6	1 50	
		1 " "	5/3	88	
		1/2 yd. flannel	2/3	56	
		1 pr suspenders		19	
		Button		19	
		6 lb crackers	10 1/2	60	
		1 Stone Jar		50	
		1 Bk. crabs		1 25	
		1 pr Gloves		31	14 98
Dr.	23	7 doz. eggs	10 1/2	70	
		1 lb starch		19	
		1/2 " Spice		10	
		1 Horse whit		75	174
"	25	Amst. to Robbin		1 25	1 25
	26	Cash. in ord		15 00	15 00
		By Hous & Pev			2 648
1849					138 57
Aug 1		Prodyt by note from North Atlantic			99 91

Capt. Henning S. Smith

Bot. of Smith & Whitehead

1848

May 6 To Am. Pro. Jonas Edwards 2 50 2 50

" 9 " 10 yds. Gingham 1/6 2 50

" 10 " Bro. cottons 14 1 00

" 9 " calico 15 1 35

" 3/4 " Casimere 3 1 63

" 9 " Mixed Greens 19 1 68

" 4 doz. Buttons for 18

Thread & needles 18

" 3/4 yds. casimere 3 1 63

" 2 Linnen neckties 19 37

" 1 silk " 3 63

" 2 pr Kid Shoes 4 1 50

" 1/2 yd. calico 1 08

" 2 skins silk 4 12

" 2 yellow pants 1/6 50

Eggs

50 1385

May 15 To Am. of Bills rendered 2 60 7 60

" 19 " 1 Set white cups & saucers " 63

" 1 pr soap dishes 1 63

June 13 " 10 1/2 yds. Cymaburgs 10 10 65

" 2 " Linnen 4 1 50

" 1 " Casimere 3 50 12 65

" 14 " 1 doz. files 1 25 1 25

" 22 " 2 pr shoes 9 2 25 2 25

" 24 " 6 1/2 yds. Cymaburgs 9 2 25 6 25

" " " 2 pr shoes by M. D. Sumner 2 50 2 50

" Amt. of order from M. D. S. 2 25 1 35

Amt. carried over

53 73

		Amz Broz over		\$53.73	
June 28	To	Bal. on ticket in draw	16	16	
July 5	"	1 pr shoes	34	50	50
" 12	"	10 yds. Thread edding		63	63
" 22	"	2 " ribbon	1/6		
	"	1 pr shoes	64	1 00	
	"	6 yds. calico	9	75	
	"	1 1/2 " ribbon	104	15	
	"	3 " Thread edding	9	38	
	"	3 " Insertion	194	56	3 34
" 24	"	2 1/2 " Bro. Linnen	3 1/4	78	
	"	2 1/2 " Alpaca	404	1 00	
	"	3 Skins silk	4	19	
	"	Buttons	4	06	
	"	2 Bunches Bobin	4	12	
	"	1 Bunch Tape	4	06	
	"	2 3/4 yds. Caprimm	34	38	
	"	2 3/4 " R. Linn	1/6	68	
	"	2 3/4 " Binding	1/6	68	
	"	1 Vest patron	3/9	63	
	"	1 1/2 yds. Bro. camb.	84	13	
	"	3 Calico soap	54	15	
	"	1 pr shoes	94	1 50	
	"	1 lb. Spice	1/6	25	
	"	3 " Spirit candles	1/3	1 13	
	"	2 oz. cinnamon	4	12	
	"	1 " Cloves	9	13	
	"	2 Gals. Molasses	2/3	75	
	"	5 lb. Sugar	7 1/2	3 75	13 42
		Amz. Carried over			\$71.85

		Amz Broz over		\$71.85	
July 24	To	25 lb. Sugar	4	50	
	"	1 Loaf Sugar 13 lb	19	63	
	"	8 lb. crushed Sugar	9	1 00	
	"	7 1/2 yds. Domestic good	9	74	
	"	5 " Skins	9	62	5 70
" 25	"	1 1/4 " Twined Linn	9	15	15
" 27	"	1 Night glass	8/3	38	1 38
Aug 1	"	12 lb. crushed sugar	9	50	1 50
" 22	"	30 " flour	44	20	
	"	1 loaf sugar 8 lb	9	1 00	
	"	1 lb. Starch		19	
	"	2 Vit essence of lemon	104	20	
	"	6 yds. Cotton	for	50	
	"	3 lb. candles	1	50	
	"	2 Oxy. 1/8	84	16	3 75
" 26	"	8 lb. crushed sugar	9	1 00	1 00
Sept 12	"	Amnt. of M. E. Garrison acct		1 31	1 31
Oct 7	"	" " Jno. H. Gardner		1 25	1 25
" 18	"	Amnt. of J. A. Parkers acct		1 53	1 53
" 21	"	18 lb. Bacon	104	80	1 80
" 27	"	7 yds. Camb.	104	70	
	"	6 " "	4	38	
	"	3 Skins silk	4	18	
	"	2 3/4 yds. Caprimm	31	88	
	"	7 1/4 " "	34	62	3 62
	"	2 Cards & Binding	9	35	
	"	1 Bed cord	2/3	38	
	"	3 1/2 yds. Caprimm	3 1/4	1 10	
	"	2 " Buttons	46	50	9 99
		Amnt. Carried over			\$101.23

		Amt Brought over			101.23
		1 cake Baker (Tin)	3/4	63	
		1 pr Boots	4	00	
		6 yds. Thread diaper	46	4 50	
		11 3/4 " Kersey	114	7 89	
		36 1/2 " "	164	5 84	
		30 " "	10	3 00	
		9 pr Blankets	120	10 80	36 66
Oct. 28		1 silk Hat		2 50	
		4 yds. cotton flannel	9	50	
		3 doz. Buttons	81	25	3 25
Nov.		4 + 19 lb Bacon	94	1 71	
		+ 1/2 Gal Brandy	31	25	
		+ 1 plug Tobacco	9	13	
		+ 1 Hat		1 25	
		+ 1 Block cotton		1 15	
		+ 1 Gal Brandy	31	50	4 99
"		10 5 pr shoes	64	5 00	
"		2 " "	69	2 25	7 25
"		3/4 yd. Bld Jim	9	09	
"		3/4 " Bio. camb.	84	06	15
"		29 10 pr shoes	64	10 00	
"		1 " "	53	88	10 88
Dr.		5 170 lb Bacon	94	15 30	15 30
"		6 35 yds. Kersey	194	6 65	
		3 candle mould		19	
		plug Tobacco	9	12	
		1 pr shoes	64	1 00	
		7 yds. flannel	16	1 75	
		67 " Cottons	4	4 02	13 73
		Amt. carried over			193 44

Les

8/21.83

1873

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Capt. Penning & Smith

1827

To Smith

the

June 6	5 Working shoes no 3	$\frac{2}{3}$	\$1.87
	1 " " " 4		44
	$\frac{3}{4}$ Coles molasses		1.80
July 3	Am't of Goods as per Bill		1.50
9	1 Sinner Gingham dress the Harrison		5.00
	14 Grs Blk Cotton	10¢	1.40
	$\frac{2}{4}$ " Cho Capener	$\frac{3}{9}$	1.56
	7 " Bro Sinner	$\frac{1}{6}$	1.75
	$\frac{1}{4}$ " Sinner Cloth	3¢	2.25
	9 " Gingham	$\frac{1}{6}$	2.25
	3 " Col'd Lamb 24, 1 of domestic		37
	1 " Sinner	$\frac{3}{9}$	62
	2 per Hose 3- 3 per Gloves for	3¢	1.00
	1 set plates $\frac{2}{3}$ Riband	$\frac{1}{10}$ lb	69
	3 Grs Russia	3¢	1.50
	Needles & Pins		20
	1 Leg horn hat	$\frac{1}{8}$	1.25
	2 " Palm $\frac{2}{3}$ 1 Comb	9¢	50
	20 lb flour	$\frac{4}{10}$	1.25
23	1 per shoes (Ship Mr Harrison)		1.00
31	Am't of Goods to Lamb of Sampson 12 of Willis		6.00
Aug 10	25 lb sugar	11¢	2.75
	15 Chickens	$\frac{4}{10}$	94
	Paper	9¢	13
14	2 Whip saw files	9¢	25
28	per order am't Goods to Willis		2.00
Sept 27	1 per shoes of Mr Bottle o'd	$\frac{1}{6}$	1.31
	1 Bot acidity powders	$\frac{2}{3}$	38
	pins & salts		22
	3 Grs Blk Lamb	10	30
	$\frac{1}{4}$ " " "	8	13
	Am't over		\$41.51

1847	Ans Best Over		\$41.57
Sept 27 th	1 Bonnet	16 th	2.50
	3/4 Yds Riband	for	7 th
	3/8 Bus fine Satt	8 th	37
	2 Gals Molasses	44	88
	1/2 lb Spice	4/4	89
	1 Sig. Whip of Sags	2314	1.31
Oct 2 nd	Cash		40.00
	1 1/4 Yds Gunstweed	44	66
	Riband		19
Nov 16	1 pr shoes J. H. Parker		88
	1 Double Blk Gun		18.00
Nov 13	oven & lid 38 1/2 lb	59	192
	1 Sifter lid	15 lb 59	75
	1 spider & lid	18 59	90
	1 sieve	3/	50
	2 1/2 Gals Whiskey	3/	1.25
Dec 6	29 Yds Berry	20	5.80
	43 1/2 " "	14	6.09
	36 1/4 " Oznaburg	10	3.65
	3 1/4 " Sattinet	3/	1.62
	2 1/2 " "	944	2.35
	4 " flannel	4/104	1.25
	1 1/2 " "	3/	75
	1500 yds of Combs 2/3 Thread 16		81
	1 1/2 lb Cotton	234	34
	1 pr Carels	2/3	38
	1 dish	4/	1.00
	9 lb Cheese	10	90
	22 Yds Berry	220	6.16
	1 pr Blankets	18	3.00
	1 pr shoes 2/3 + Cape 4/		1.38
	amt up		\$148.20

1848	Ans Best up		\$148.20
Jan 1	amt of order		1.75
Jan 28	1 Yd Linen	2/5	63
	1 " "	3/44	86
	3 " Bersey	1/114	88
	6 " Blk Cotton 9 th		75
	1 1/2 " Carpeting	2/3	88
	1 pr shoes	5/3	88
	Whole Bown	4/4	88
	6 lb Mails 3/4 paper	194	58
	1 lb starch	1/44	18
Feb 10	1 Vest & Trimmings		1.59
	23 1/4 Yds Linen	2/5	1.71
	5 1/2 " Cassimer	8/3	7.56
	Remnant "		78
	2 Yds Green cloth	4/	8.00
	1/2 lb Lin	4/	50
	4 Yds diaper	9 th	50
	Trimmings for Jacket		75
	2 Gals Molasses	2/3	75
	Cape of Combs	1/8	1.25
22	23 1/4 Yds Cassimer	7/6	3.44
	1 1/2 " Sattinet	5/3	44
	paper		18
	Blk Lin 204 Buttons 104		36
	1 pr small shoes	3/5	63
Mar 25	amt of J. H. Parker Bill		2.27
1847			\$185.37
Nov 4	1 Horse	\$60.00	63.44
	Cassimer returned	3.44	21.83
		\$63.44	3.613
			\$125 4.6
Mar 19 1/4	Inter to date		
	Recd by note - with interest		
	for R. D. Smith		

Capt H. P. Smith

1848

To Horcum & Cobb

May 1th To twelve shad 6^d \$1.00

1849 May 1th To 4 - shad 6^d 33.

\$1.33
430
802
\$13.85

Recd pay Buy In B Wiggins

Thos. Harcum.

1700

1700

1700

1700

1700

1700

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1700

1700

1700

1700

In 1849 Wm. J. Smith

To Thomas Harcome and Co.

To amt of Fish at ~~Salmon~~ ^{Salmon} Takes same . . . \$ 8.02

Recd pay ~~from~~ ^{for} ~~the~~ ^{the} ~~Harcome~~ ^{Bliggins}
Thos Harcome

Abram Riddick

21534 74

267.37

21534 74

267.37

T. G. Broughton & Son, Printers, Norfolk, Va.

NOTICE.

MESSRS.

Abram Riddick and James Cobb

TAKE NOTICE, That on the first day of the

County Court

of Nansemond County, which will commence on

the *10th* day of *September* next, I shall by my Attorney, move the Court, then and there sitting, to award to me a writ or writs of execution against you on your forfeited forthcoming or delivery bond, executed by you to me, bearing date the

6th day of *July* 1849, for the sum of *Five hundred and thirty four dollars and Seventy four cents*

CONDITIONED to be void on delivery of certain property therein particularly described and mentioned, at the Court-House of Nansemond County, on the *13th* day of *August* 1849 which has been forfeited by the failure of you and each of you to deliver the same agreeably to your said obligation.

Yours, &c.

*Alexander C. Dickinson a signer of
Hugh H. Melly, who was a signer of
Joshua Bradshaw, who was a signer
of Lucy Howell.*

\$267.37
534.74

Printed by T. G. Broughton & Son, Norfolk.

FORTHCOMING BOND—ON FL. FA.

KNOW ALL MEN BY THESE PRESENTS, That we Abram Riddick
and James Cobb

are held and firmly bound unto Alexander C. Dickinson assignee
of Hugh H. Kelly, who was assignee of Joshua Bradshaw,
who was assignee of Lucy Howell
in the just and full sum of five hundred and thirty four
dollars and seventy four cents

to be paid to the said Alexander C. Dickinson assignee as
aforesaid his certain Attorney his Heirs, Executors, Administrators, or
Assigns; to which payment 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 6th day of July in the year of our Lord one
thousand eight hundred and forty nine.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the said Alexander C.
Dickinson assignee of Hugh H. Kelly who was assignee of Joshua
Bradshaw, who was assignee of Lucy Howell
has sued out of the County Court
of Nansemond County a Writ of Fieri Facias against the Goods and Chattels of the above bound Hermining
J. Smith and Abram Riddick

upon a judgment obtained in the said Court; which Writ, with legal cost attending the same amounts to the sum of
Two hundred and fifty seven dollars and thirty seven cents,
and directed to the Sheriff of Nansemond County.—And whereas Nathaniel B. Nofleet
Deputy for James H. Godwin Sheriff of the said County of Nansemond, by virtue of the said
Writ, hath taken the following Property belonging to the said Abram Riddick
to satisfy the same, to-wit:

Negro man (Sted)

And the said Abram Riddick being desirous of
keeping the same in his possession until the day of sale thereof, hath tendered the above bound
James Cobb as security for the forthcoming
and delivery thereof on the day and at the place of sale. Now if the above bound Abram Riddick
and James Cobb
or either of them, do and shall deliver the aforesaid property to the said James H. Godwin
Sheriff aforesaid, or one of his Deputies, at the Court House of Nansemond County, on the
of August 1849 then and there to be sold, to satisfy the said Alexander C. Dickinson
assignee as aforesaid, his execution, then the above
obligation to be void, or else to remain in full force and virtue.

Signed and delivered in presence of

Nathl. B. Nofleet

A. Riddick

James Cobb



Handwritten text, possibly a signature or name, oriented vertically on the left side of the page.

Multiple columns of handwritten text, likely a list or ledger, oriented vertically. The text is mostly illegible due to the angle and fading.

H. I. Smith
Drawing bill
\$12.08

St. J. Smith

1849

To James Vaughan —

To Sawing 1933 for — Wore Hoen Station

at 3/9 per Ak^d — \$12.08

To Pu. Chagnon of Benj. D. Smith
— 6th 1830

James Vaughan

Sum Tho. P. has been four dollars
50 per value. Aug. 16th 1847

H. J. Smith

450
802
133

\$1385

pay the principle to John
B. Wiggins Tho^s Harcum
1850 June 18.

H. J. Smith

#4050

Dr. Manning, Sept

Received April 19/1887 from H I Smith the sum of
two hundred dollars in part of an Execution in
favor of W. Schull Executor of Will Schull dec'd.

James A. Gillett Dpty of
Hls Myrarch. Luff

4. 3 1/4
- 59 - 58
10 - 00

Dr To Manning
Paid for beer

Dr Manning

Debt Due 1st January 1849—

\$ 111 " 57

Int. to August 31st—1850—

11 " 15

Cash—

9 " 71

132 43

Shff^r Com^d

6 " 62

139 " 05

August 31st 1850 (Cash),—

101 " 56

37 " 49

Intⁿ to January 31st 1851—

~~9 " 4~~

~~\$ 38 " 43~~

Shff^r Com^d—

~~14~~

~~\$ 38 " 47~~

1837 Apr. 24th Recd of H. J. Smith
The sum of Thirty Seven Dollars
49/100 in full of a fine as said
Smith in favour of Jonathan Bond
formerly executor to Elizabeth E.
Mason who now owes for the benefit
of Joseph E. Galt.

H. P. Popham
J. E. Galt

Received of R. Y. Smith the sum of eighty seven
dollars: fifty of which was paid by receipt. ~~and~~
in full of an execution against him in favour of
Thos. B. Powell, guar. for Rosa & Joseph Gellman
James A. Gellman. Dpty of
April 25th 1854 - Alex. Myrick Esq.

Received May the 11th 1837. of H. J. Smith the
sum of Two hundred Dollars - in part
of an execution in my hands - in favor
of W. J. Lebull as executor of N. M. Lebull
against H. J. Smith as security of James H. Gillen
of Ala subject.
Leff

Due Mr. Macy one dollar
& fifty Cts ap^t. 14th 1849

H. J. Smith

46

75

73

Genl. Geo. D. Piper

Genl.

for sale at
\$9.00 per

73

Exhibits A. L. B.

Parker Hart

Exhibits with bill

Smith 40

Beaman and others was acknowledged by said Smith and Wick and admitted to record.

John. J. R. Edwards Esq

Attest. J. R. Edwards Esq

\$1118.75

With lawful interest from the date hereof we Henning T. Smith, E. Harrison, John D. Hart & Jesse Parker do hereby oblige ourselves our heirs, Executors and administrators to pay unto Carr Bowers his heirs, Executors & Administrators the just and full sum of Eleven hundred and eighteen dollars and seventy five cents for value received. As Witnesses our hands and seals this 1st day of April 1842.

H. T. Smith (Seal)

E. Harrison (Seal)

John D. Hart (Seal)

Jesse Parker (Seal)

Rec^d. March 4th 1846 Two hundred and fifty dollars in part of the within note.

Carr Bowers

Rec^d. August 16th 1847 One hundred and fifty dollars in part of the within note

Carr Bowers

Rec^d. June 19th 1848 Two hundred dollars in part of the within note

Carr Bowers.

At a Circuit Court held for the County of Southampton on the 4th day of May 1852

On the motion of Carr Bowers against Henning T. Smith and Jesse Parker. This day came the plaintiff by his attorney and it appearing to the satisfaction of the Court that the defendants have had legal notice of this motion, and that the notice has been returned to the Clerk's Office more than forty days - they were solemnly called but came not. And it also appearing to the Court that Henning T. Smith and Jesse Parker jointly with E. Harrison and John D. Hart co-obligors with them did on the 1st day of April 1842, execute to Carr Bowers their writing obligatory dated on that day and sealed with their seals, whereby they bound themselves to pay to the said Carr Bowers with interest from the aforesaid date the sum of Eleven hundred and eighteen dollars and seventy five cents; on which note or writing obligatory there are the following credits or payments to wit. Two hundred and fifty dollars as of the 4th March 1846. One hundred and fifty dollars as of the 16th August 1847, and the sum of two hundred dollars as of the 19th June 1848. Therefore it is considered by the Court that the plaintiff recover against the defendants Eleven hundred and eighteen dollars and seventy five cents with legal interest thereon from the 1st day of April 1842 till paid and his costs by him in this behalf expended. And the said Defendants in Mercy &c. But this judgment is to be subject to the credits as above stated.

Diff's Costs \$ 5.47.

The Commonwealth of Virginia. To the Sheriff of Southampton County. Greeting:
We command you that of the goods and chattels of Henning T Smith & Jesse Parker late in
your bailiwick you cause to be made the sum of Eleven hundred and eighteen dollars and
Seventy five cents with legal interest thereon from the 1st day of April 1842 till paid which
Carr Bowers lately in our Circuit Court of Southampton County hath recovered against the
said Smith & Parker for debt: Also five dollars and 47 cents which to the said Bowers in
the same Court were adjudged for his costs by him about his suit in that behalf expended whereof
the said Smith & Parker are convicted as appears to us of record. And how you shall have
executed this writ make known at the Clerk's Office of our said Court at the Rules to be holden
for the said Court, on the first Monday in July next. And have then there this writ.
Witness Littleton R Edwards Clerk of our said Court this 11th day of May 1852 in the 76th
year of the Commonwealth.

S. R. Edwards Clk

This execution is to be credited for two hundred and fifty Dollars as of the 4th March 1846.
for One hundred and fifty dollars as of the 16th August 1847 & two hundred dollars as of
19th June 1848.

S. R. Edwards Clk

Sheriff's Endorsement & Return. "Com to hand May 14/1852 about 2 o'clock P.M.

Debt due April 1/1842	\$ 1118.75
Int: till March 4/1846	263.46
Or for Execution	1382.21
	250.00
	1132.21
Int: on \$1118.75 till August 16/1847	97.31
Or for Execution	1229.42
	150.00
Int: till June 19/1848	1079.42
	53.92
Or for Execution	1133.34
Int: till July 10/1852	200.00
	933.34
	226.54
	5.47
Costs.	1165.35
Shffs Court.	36.69
	\$ 1202.04

Satisfied by Jesse Parker.

Wm. J. Sebrill Deputy Sheriff.

Copies
Jesse. S. R. Edwards Clk

Southampton County Court March 22^d 1853.
Jesse Parker
against
Henning T Smith
Plff. } In Case
Deft.

This day came the plaintiff by his attorney and thereupon came a jury, to wit: Kinchen
Gray. Moody Smith. Baldy Monford. Edwin Turner. Richmond Edwards. Joshua
Noyant. Shugars Linn. Henry Vaughan. Obadiah Gardner. John W Gurley. Thomas
Vaughan & Winston Griffin who being sworn diligently to enquire of damages in this suit
upon their oath returned a verdict in the following words & figures: "We the jury find for
the plff: and assess his damages at \$ 481.08 with interest from this day." Therefore it is
considered by the Court that the plaintiff recover against the Defendant the damages assessed
as aforesaid with legal interest from the 22^d day of March 1853 till paid and his costs by
him in this behalf expended. And the said Defendant in Money &c.

Plffs: Costs \$ 8.11.

Southampton County Court March 22^d 1853.
John D Hart
against
Henning T. Smith
Plff. } In Case
Deft.

This day came the plaintiff by his attorney and thereupon came a jury to wit: Kinchen Gray. Moody
Smith. Baldy Monford. Edwin Turner. Richmond Edwards. Joshua Noyant. Shugars Linn. Henry
Vaughan & Winston Griffin who being sworn diligently to enquire of damages in this suit upon their
oath returned a verdict in the following words & figures. "We the jury find for the plaintiff and assess
his damages at \$ 420.68 with interest from this day." Therefore it is considered by the Court
that the plaintiff recover against the Defendant the damages assessed as aforesaid with legal interest
thereon from the 22^d day of March 1853 till paid and his costs by him in this behalf expended.
And the said Defendant in Money &c.

Plffs: Costs \$ 8.11.

The Commonwealth of Virginia. To the Sheriff of Southampton County. Greeting.
We command you that of the goods and chattels of H. T. Smith late in your bailiwick you cause to be
made four hundred and eighty one dollars and eight cents with legal interest thereon from the 22^d
day of March 1853 till paid which Jesse Parker lately in our County Court of Southampton hath
recovered against the said Smith as well for his damages which he sustained by occasion of the

non performance of certain promises and assumptions by the said Smith to the said Parker lately made, as for interest on those damages: also eight dollars and seven cents which to the said Parker in the same court were adjudged for his costs in that suit expended: whereof the said Smith is convict as appears to us of record, and that you have the said sums of money before the Justices of our said Court at the Court house on the first day of May Term next to render to the said Parker of the damages interest and costs aforesaid. And have then there this writ. Witness Littleton R. Edwards Clerk of our said Court, at the Court house this 25th day of March 1853 in the 77th year of the Commonwealth.

J. R. Edwards Esq.

Sheriff's Return. "No property out of which this execution can be satisfied."

John Proctor Dep^t for
Saml. Kello Shff.

The Commonwealth of Virginia. To the Sheriff of Southampton County. Greeting.
We command you that of the goods and chattels of H. T. Smith late in your bailiwick you cause to be made the sum of Four hundred and twenty dollars sixty eight cents with legal interest thereon from the 22^d day of March 1853 till paid which John D. Hart lately in our County Court of Southampton hath recovered against the said Smith as well for his damages which he sustained by occasion of the non performance of certain promises and assumptions by the said Smith to the said Hart lately made as for interest on those damages: also eight dollars and seven cents which to the said Hart in the same court were adjudged for his costs in that suit expended: whereof the said Smith is convict as appears to us of record, and that you have the said sums of money before the Justices of our said Court at the Court house on the first day of May Term next to render to the said Hart of the damages interest and costs aforesaid. And have then there this writ. Witness Littleton R. Edwards Clerk of our said Court at the Court house this 25th day of March 1853 in the 77th year of the Commonwealth.

J. R. Edwards Esq.

Sheriff's Return. "No property out of which this execution can be satisfied."

John Proctor Dep^t for
Saml. Kello Shff.

Copies

True. J. R. Edwards Esq.

(B)

This Indenture made this 28th day of October in the year of our Lord one thousand eight hundred and fifty. Between Henning T. Smith of the County of Southampton State of Virginia of the first part. Edwin Smith of the County of Hanover State of Virginia of the second part and Sarah J. Smith of the last named County and State of the third part. Whereas the said Henning T. Smith is justly indebted to the said Sarah J. Smith in the sum of four thousand seven hundred and forty one dollars and forty cents drawing interest from date, the interest thereof to be paid annually, the principal to be paid on the first day of March 1855 or at any time after the death of the said Henning T. Smith, should such an event occur at an earlier period: the said debt due by bond bearing date October 28th 1850 which debt with the legal interest thereon accruing the said Henning T. Smith is willing and desirous to secure. Now this Indenture Witnesseth that for and in consideration of the premises and also for the further consideration of one dollar to the said Henning T. Smith in hand paid by the said Edwin Smith at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said Henning T. Smith hath given, granted, bargained, sold, aliened, conveyed, released and confirmed and by these presents doth give, grant, bargain, sell, alien, convey, release and confirm to the said Edwin Smith his heirs and assigns forever the following negro slaves Viz. man Silas. man Tom. woman Mary. and two children Margaret and Eliza woman Criss and two children Gooden and Fanny. boy Albert. boy Simon and boy Lewis. together with the future increase of the female part thereof. To have and to hold the said hereby granted negro slaves with the future increase of the female part thereof, unto the said Edwin Smith his heirs, Executors, administrators and assigns forever. And the said Henning T. Smith for himself his heirs, Executors & administrators and assigns doth hereby covenant, promise and agree to and with the said Edwin Smith his heirs and assigns forever in manner and form following, that is to say, that the said Henning T. Smith his heirs the aforesaid negro slaves with the future increase of the female part thereof, unto the said Edwin Smith his heirs, Executors, administrators and assigns against all persons whatsoever shall and will warrant and forever defend by these presents. Upon Trust Nevertheless, that the said Edwin Smith his heirs and assigns shall permit the said Henning T. Smith to remain in quiet & peaceable possession of the said negro slaves and take the profits thereof to his own use until default be made in the payment of the said sum of Four thousand seven hundred and forty one dollars and forty cents either in the whole or in part or in the interest due thereon if remaining unpaid after the expiration of twelve months. And then upon this further trust that the said Edwin Smith his heirs Executors and administrators

shall and will so soon after the happening of such default of payment may think proper or the said Sarah J. Smith her heirs, executors and administrators shall request, sell the aforesaid negro slaves and the increase of the female part thereof or so many of the said slaves as he shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money at public auction after having fixed the time and place of sale at his own discretion and given fifteen days notice thereof in some newspaper published in Virginia and also notified the same by advertisement near the present residence of the said Henning J. Smith. And out of the monies arising from such sale, shall after satisfying the charges thereof, pay to the said Sarah J. Smith her heirs, executors, administrators and assigns the debt above mentioned with the interest due thereon, and the balance if any, pay to the Henning J. Smith his heirs and assigns. But if the whole of the said debt shall be fully paid off to the said Sarah J. Smith her heirs, executors, administrators or assigns within the time specified, so that no default of payment be made then this indenture to be void or else to remain in full force and virtue.

In Witness whereof the parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed sealed and delivered
in presence of

H. J. Smith (Seal)
Edwin Smith (Seal)

Southampton County. In the Clerk's Office the 5th day of November 1850.

This deed of Trust between Henning J. Smith of the first part Edwin Smith of the second part and Sarah J. Smith of the third part was acknowledged by said Henning J. Smith and admitted to record.

Teste. L.R. Edwards Ck

Attesty. Teste. L.R. Edwards Ck

This Indenture made this 28th day of October in the year of our Lord one thousand eight hundred and fifty between Henning J. Smith of the County of Southampton State of Virginia of the first part Edwin Smith of the County of Hanover State of Virginia of the second part and Sarah J. Smith of the last mentioned County and State of the third part. Whereas the said Henning J. Smith is justly indebted to the said Sarah J. Smith as guardian for the orphans of Robert R. Smith dec^d in the sum of three thousand four hundred and eighty eight dollars and ninety six cents, the interest thereof to be paid annually, the principal to be paid on the first day of March 1855 or at any time after the death of the said Henning J. Smith, should such event occur at any earlier period, the said debt due by bond bearing date October, 28th 1850 which debt with the legal interest thereon accruing the said Henning J. Smith is willing and desirous to secure. Now this Indenture Witnesseth that for and in consideration of the premises and also for the further consideration of one dollar

to the said Henning J. Smith in hand paid by the said Edwin Smith at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Henning J. Smith hath given, granted, bargained, sold aliened, enfeoffed, released and confirmed and by these presents doth give, grant, bargain, sell, alien, enfeoff, release and confirm to the said Edwin Smith his heirs, executors, administrators and assigns forever the following negro slaves, viz. man Andrew, boy Littleton, boy Jordan, boy Nelson, boy Ben, boy Miles, and boy Harry, said negro slaves being the most of their time on the plantation of the said Henning J. Smith in the County of Gates State of North Carolina, To have and to hold the said hereby granted negro slaves unto the said Edwin Smith his heirs, executors, administrators and assigns forever. To the only proper use and behoof of the said Edwin Smith his heirs and assigns forever. And the said Henning J. Smith for himself his heirs and assigns doth hereby covenant, promise and agree to and with the said Edwin Smith his heirs and assigns forever in manner and form following, that is to say, that the said Henning J. Smith his heirs and assigns the aforesaid negro slaves unto the said Edwin Smith his heirs and assigns against all persons whatsoever, shall and will warrant and forever defend by these presents. Upon trust nevertheless that the said Edwin Smith his heirs and assigns shall permit the said Henning J. Smith to remain in peaceable and quiet possession of the said negro slaves, and take the profits thereof to his own use, until default be made in the payment of the said sum of Three thousand four hundred and eighty eight dollars and ninety six cents either in the whole or in part or in the interest due thereon, if remaining unpaid for the term of twelve months, and then upon this further trust that the said Edwin Smith his heirs and assigns shall and will so soon after the happening of such default of payment may think proper or the said Sarah J. Smith her heirs and assigns shall request, sell the aforesaid negro slaves or so many of the said slaves as he shall think sufficient for the purpose and shall think proper, to sell to the highest bidder for ready money at public auction, after having fixed the time and place of sale at his own discretion and given fifteen days notice thereof in some newspaper published in Virginia and also notified the same by advertisements near the present residence of the said Henning J. Smith. And out of the monies arising from such sale, shall after satisfying the charges thereof, pay to the said Sarah J. Smith her heirs and assigns the debt above mentioned, with the interest due thereon and the balance if any, shall pay to the said Henning J. Smith his heirs and assigns. But if the whole of the said debt shall be fully paid off to the said Sarah J. Smith her heirs or assigns within the time specified, so that no default of payment be made then this indenture to be void, else to remain in full force and virtue. In testimony

whereof the parties to these presents have heretofore their hand, and affixed their seals the day and year first above written.

Signed, Sealed and delivered
in presence of
W. J. Baker

H. J. Smith (Seal)

Edwin Smith (Seal)

Rich^d H. Riddick Junr.

State of North Carolina

Bates County

Court of pleas and Quart. Sessions. November Term 1850.

The execution of the within deed of Trust from Henning J. Smith to Edwin Smith was duly proved in open Court by the oath of Richard H. Riddick one of the subscribing witnesses thereto let it therefore be recorded.

Teste W. G. Daughtry C. C. C.

The within deed of trust from H. J. Smith to Edwin Smith, came to hand for registration the 21st Nov. 1850 and was registered in book No. 20. page 380. 381 & 382.

H. W. Daughtry P. R. G. C.

Southampton County In the Clerk's Office the 30th day of April 1851.

This deed of trust between Henning J. Smith of the first part, Edwin Smith of the second part and Sarah J. Smith of the third part, was acknowledged by said Henning J. Smith and Edwin Smith and together with the certificate of the Clerk and Register of Bates County North Carolina of its registration in said County admitted to record.

Teste L. R. Edwards C. C.

A Copy. Teste. L. R. Edwards C. C.

State of North Carolina

County of Bates

This Indenture made and entered into the 5th day of February A.D. 1851 between Henning J. Smith of the County of Southampton in the State of Virginia of the first part William J. Baker of the County of Bates and State of North Carolina of the second part and Benjamin D. Smith of the County of Staunton and State of Virginia of third part. Witnesseth that the said Henning J. Smith for and in consideration of the sum of one dollar to him in hand paid by the said William J. Baker, the receipt whereof the said Henning J. Smith doth hereby acknowledge, he the said Henning J. Smith hath granted, bargained, sold, aliened, and confirmed and by these presents doth grant, bargain, sell alien and convey unto the said William J. Baker his heirs and assigns all of his estate in the following tract of land Situate lying and being in the County of Bates aforesaid known as the "Isaac Pipkin old place".

(B)

adjoining the lands of William Barling, Riddick Barling, Henry Riddick and others containing by estimation Nine hundred acres more or less: also the following negro slaves. Viz. Leon about forty three years of age, Jack, Jim, and Ben from fifty to fifty five years of age Duke and Tony about sixty years of age, Washington about twenty years of age Maria about twelve or fifteen years of age Frank and Bailey about eight or ten years of age, Esther, Nan and Lucy each about sixty or sixty five years of age. also two horses, ten head of cattle, forty head of hogs and all the household and kitchen furniture at said "Pipkin old place" To have and to hold the said tract of land with all the advantages and improvements to the same belonging or in any manner appertaining for and during the term of the natural life of him the said Henning J. Smith and also all the slaves and other property herein before particularly named and described unto him the said William J. Baker his heirs, executors, administrators and assigns in absolute estate forever. Provided Nevertheless and it is the true intent and meaning of these presents that whereas the said Henning J. Smith is justly indebted to the said Benjamin D. Smith in the sum of three thousand two hundred and ninety four dollars & seventy three cents (\$3294.73jcs.) for the payment of which he has given his single bond payable to the said Benj. D. Smith bearing even date with these presents, and that whereas the said Henning J. Smith is also indebted to Nathaniel Beaman of the said County of Staunton in a bond for the sum of about eight hundred and fifty eight dollars which bears date on or about the 9th day of March A.D. 1849 and that whereas the guardianship of Isaac Pipkin Jr. has been committed to the said Henning J. Smith by the Court of pleas and quarter sessions for Bates County aforesaid, who has accordingly entered into bond before said Court for the faithful discharge of the trust reposed by said Court in him with James C. Smith, John Riddick, Jr. and Willie J. Calhoun as his securities thereto. Now if the said Henning J. Smith his heirs executors or administrators shall will and truly pay or cause to be paid unto the said Benjamin D. Smith his executors, administrators or assigns and the said Nathaniel Beaman his executors, administrators or assigns the aforesaid sums according to the condition of the aforesaid bonds with the lawful interest accruing thereon whenever the same may be demanded. And if the said Henning J. Smith his heirs executors or administrators shall pay unto the said Isaac Pipkin Jr. whatever sum or sums of money which he shall have in his hands as his guardian whenever the same shall be demanded by the said Isaac or by any other guardian who may be appointed for the said Isaac, then this deed and the aforesaid bonds shall cease, determine and be null and void. But in case of the non payment of the aforesaid sums of money or any part thereof, so to become due whenever the same shall be demanded as above mentioned, then in such case it shall and may be lawful for the said William J. Baker his executors

administrators or assigns, and the said Henning T. Smith doth hereby empower and authorize the said William I. Baker his executors, administrators or assigns to sell all the property both real and personal herein before conveyed either at public or private sale as the said Benj. D. Smith & the other creditors shall direct for cash, and the proceeds of said sale or sales he shall appropriate to the payment of the bonds and interest due the said Benj. D. Smith & Nathaniel Beaman and to the amount due the said Isaac Siphon as aforesaid pro rata, first reserving the compensation agreed on for executing the trust of this deed, and for acting as Trustee: It is understood and agreed by the parties to this deed that the said William I. Baker should not be amenable or liable for any damages or loss which may happen to the property herein conveyed or any part thereof, which is to remain in the possession of the said H. T. Smith until required by the terms of this deed. The said William I. Baker upon the sales herein mentioned is authorized to make the deeds to the purchasers necessary to convey the title of the said property. In Witness whereof the parties to this deed have hereunto set their hands and seals the day and date first above written.

Signed sealed and delivered in the presence }
J. F. Riddick

H. T. Smith (Seal)
W. I. Baker (Seal)
Benj. D. Smith (Seal)

State of North Carolina }
Gates County } County Court Clerks Office Feby 5. 1851

The execution of the foregoing deed of Trust from Henning T. Smith to Wm I. Baker Trustee for the benefit of Benj. D. Smith & others was acknowledged by the parties before me this day in due form of Law. Therefore let the same be registered.

W. G. Daugherty C. C. C.

The foregoing deed of trust from H. T. Smith to W. I. Baker came to hand this 5th day Feby. 1851 and was registered in the registers Office of Gates County Book N. 20 page 40th.

H. M. Daugherty J. R.

Southampton County In the Clerks Office the 18th day of March 1851.

This deed of Trust between H. T. Smith of the first part Wm I. Baker of the second part and Benjamin D. Smith of the third part was acknowledged by said Smith and together with the certificates thereto annexed of the Clerk and Register of Gates County of its registry in said County, admitted to record.

Teste. J. R. Edwards C. C.

A Copy Teste. J. R. Edwards C. C.

This deed made the 15th day of March A.D. 1851 between Henning T. Smith of the one part and J. C. Riddick Trustee of the other part. In Witness that the said H. T. Smith doth grant unto the said J. C. Riddick the following property to wit: all that certain tract and plantation on which the said H. T. Smith

now resides lying and being in the County of Southampton and containing One thousand acres more or less bounded by Moway and Black Water Rivers and the lands of Jeremiah Norfleet, Robert Rauls and others, also negro woman Kate and her two children Ben and Delia with the future increase of said negro woman, negro man Washington, three horses, one mule, thirty five head of cattle, fifteen head of Sheep, fifty head of hogs with the future increase of said Stock, fifty barrels of Corn, also all the household furniture, consisting of ten beds and bedding, one side board, one Secretary, three bureaus, one sofa, three dog chairs, all the carpeting, the lot of crockery and glass ware, also five pots, and irons, tongs, shovels and fenders, one wardrobe, four dining tables, one Beer table, three wash stands, five looking glasses, Mantle ornaments, Kitchen furniture and farming utensils, one carriage and harness, one Sulky and all other chattel property belonging to the said H. T. Smith together with all the rights, title, interest and estate both in Law and equity in and to the property conveyed in a deed executed by the said H. T. Smith to Edwin Smith Trustee for Sarah J. Smith dated the 28th day of October 1850, and recorded in the Clerks Office of Southampton County on the 5th day of November 1850, also his right title, interest and estate both at law and equity in and to the property conveyed in a deed executed to Edwin Smith Trustee for Sarah J. Smith and recorded in the Clerks Office of Gates County North Carolina date and time of recording not recollected - also all his right title interest and estate both at law and equity in and to the property conveyed in a deed executed to William I. Baker Trustee for Benjamin D. Smith and others dated the 5th day of February A.D. 1851 and recorded in the Clerks Office of Gates County North Carolina - In Trust Nevertheless to secure the following debts of the said H. T. Smith, to wit: a debt due Richard H. Beaman for two thousand dollars due by bond dated the 15th day of March 1851 executed by the said H. T. Smith with Benjamin D. Smith Security, ^{and} payable on demand, also a debt due Benjamin D. Smith for twenty six hundred and ninety one dollars and ninety five cents due by bond payable on demand, and dated the 15th day of March 1851: also a debt due Hardy Croft to which Abram Riddick and others are securities, also a debt due Richard Darden to which Abram Riddick and others are Securities, also a debt due Can Bowers to which Jefe Parker and others are Securities, also a debt due William B. Wise to which John D. Hart and others are Securities - also a debt due Zachariah E. Holland to which Abram Riddick and others are Securities: also a debt due Merit Holland to which Jefe Cobb is Security, also a debt due John Prellow, a debt due Simon Munfer, and a debt due Joe Prellow: the amounts of the debts due said Croft, Darden, Bowers, Wise, J. E. Holland, Merit Holland, John Prellow, Simon Munfer and Joe Prellow not recollected - And it is understood by these presents that the said Henning T. Smith is to retain peaceable and quiet possession of the said property hereby conveyed and take the profits thereof without accounting for the same until a sale is made in

the manner and upon the terms herein set forth. And the said Francis C. Riddicks Trustee whenever required by the said Richard H. Beaman or Benjamin D. Smith or either of their representatives or assigns shall proceed to sell the said property either privately or publicly as they or either of them shall in writing direct. And out of the proceeds of such sales shall in the first place pay the costs and expenses attending this conveyance, and in the second place proceed to pay to the said Richard H. Beaman his executors administrators or assigns the aforesaid sum of two thousand dollars with ^{all} interest due thereon or such part thereof as may be then due and unpaid, and in the third place pay unto the said Benjamin D. Smith his executors, administrators or assigns the aforesaid sum of twenty six hundred and ninety one dollars and ninety five cents with all interest due thereon or such part thereof as may be then due and unpaid, and in the next place pay to Hardy, Crisp, Richard Darden, Leann Bonous, William B. Wise, E. C. Holland, Meredith Holland, John Prellow, Simon Murphy, and Joe Prellow *pro rata* the several amounts due them, with the interest due thereon or such part thereof as may remain due and unpaid and in the last place if a balance still remains in the hands of the trustee after paying the aforesaid debts in the manner aforesaid pay the same to the said Benjamin D. Smith or his legal representative or such other person as he may direct. And it is agreed by the parties to this deed that the said F. C. Riddicks shall not be liable for any damages or loss that may happen to the property herein conveyed which is to remain in the possession of said H. D. Smith until required by the terms of this deed. And the said F. C. Riddicks upon the sale as heretofore mentioned is authorized to make the deeds to purchasers necessary to convey title to the said property. And the said H. D. Smith hereby warrants the title of the aforesaid property unto the said F. C. Riddicks his heirs and assigns forever by these presents.

Witness the following signatures and seals.

H. D. Smith (Seal)

F. C. Riddicks (Seal)

Southampton County. In the Clerk's Office the 17th day of March 1851.

This deed of Trust from Benjamin D. Smith to Francis C. Riddicks to secure Richard H. Beaman and others, was acknowledged by said Smith and Riddicks and admitted to record.

Teste. L. R. Edwards lbg

Attest. Teste. L. R. Edwards lbg

Exhibits. A. H.

Barker Hart

Exhibits with bill

Smith 40

Exhibits
filed with
B. D. Smith's
Answer
from
1 to 17

B D Smith

Parker & Hart

in } Exhibits

Smith & Co

No 1.

see within

Filed with answer of Benj. D.
Smith. Nov. 7 '33

(Baker)

Lease Hummery & Son's D^r

1851

To Bury & Son's D^r

Jan'y 1st To amt of bond due to the B. & S.

I p^d to Smith & Whitbread 36 79

int on do up to this day 220 39.19

To amt of bond due to Smith &

Whitbread dated 1st Jan'y 1849 97 91

int on do. to this date 1174.109.65

To bond due to me 125.46

int on do 13.44 138 90

To bond due 20th June 1848 35-85

int on do 5-55 41.40

To Cash Shroff of Transumond

County 8th Sept 1849 277.87

int on do to 1st Jan'y 51 22 22 3 00.09

To amt of acct due Smith & Whitbread 803.49

Year 1849 & int on do 1850

To amt of note for cash loaned

in Jerusalem 743.27

int on do 2692 770.19

Amt of Smith & Son, ap

including Son's 1850 333.94

To amt of note due at Bk

which I paid 324.41

To amt of my acct due me at my

Suffolk store 233.47

Red note for this amt dated

July 5th 1851

B. D. Smith

\$ 3294.73

#36.79 with interest - from date I promised
to pay or cause to be paid unto Mrs B.
Lusk the last and full sum of
Thirty Six dollars and seventy nine
cents for value recd. Witness my hand
and seal this 1st day Jan'y 1858

~~H. Lusk~~ 

Pay the note in note
to B d Smith March 22/50
J. B. Jenkins

H. J. Smith
Note
\$36.75

No. 2.

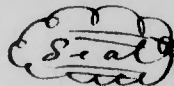
M. Y. Simkin
Nov 97.91

No. 3.

\$97.91 For Vain Road I promise to pay
or Cause to be paid into Smith & Whitehead
the sum and full sum of ninety seven
Dollars & ninety one Cents As witness my
hand and Seal this the 1st Day of May
1849

Wm

~~W. J. Smith~~



M. S. Pittman

P. 4.

\$125.46

For value rec^d. I have myself been
to pay to ~~Benj. D. Smith~~ order being on
applies the sum of One hundred Twenty
five dollars 46^{cts} in writing, my hand & seal
this 19th Mch 1849
atlas

~~Benj. D. Smith~~ 2nd

No. 5

Smith & Co. Sept 21. 83

#35-85. On Demand I promise to pay to Benjamin
Smith or order the just and full sum of
Thirty Five Dollars & Eighty five cent for Value
recd. As witness my hand and seal, this the
20th day of June 1848 —

Witness
Wm. Cherry

188
144

~~Benjamin Smith~~ Seal

Capt Henry G. Smith
Hungrville
Shamptons
2nd

Ms. C.

Suff 7th
Sept 8th 49

Bro. Herring
Enclosed you will find your
papers I had to pay Comptroller into 2 others
making ~~3~~ ten dollars fifty cts more than you
expected if it is not correct let me know
we are all well & will be at Convention
tomorrow Sunday
Your Brother in Christ
P. H. Smith

Copy of Smith's paper
sent to Herring
Sept 10, 1849

Dckt. — 267.37

Int. fr: 6th July 49
to 8th Sept: 1849 } 2.75-
270.12

Comm: @ 2 p/pt 6.75-

Delv: 2 notes 1.00

\$277-87 This am. paid by B. D. Smith

1849 Sept: 8th Rec^d. of Henning T. Smith,
The Sum of Two hundred and Seventy Seven
dollars and Eighty Seven cents in full of
an execution which issued from the
County Court of Warmenond Cty: in
favor of Alex^r. C. Dickinson a pledgee
of H. B. Kelly, who was a pledgee of Joshua
Bradshaw, who was a pledgee of Loren
Howell. In this case H. Riddick who
was surety for Henning T. Smith executed
a forthcoming Bond which was
forfeited at August Court 1849.

W. Kelly Esq: for
Jus: H. Godwin Shff:

\$277.87

No. 7.

Cape H. W. Smith		Box of Smith & Whitehead	
1849	Jan 4 th	30 3/4 Gals Molasses 85¢ 6 Burns Date 250¢	83, 13-
"	"	" 5 lb. Shot 40¢ 1 Quire paper 7¢ 13	53
"	"	" 1 yd Linen 75¢ 1 2 Wool Hats 3¢ 1/2	1, 75-
"	"	" 3 Slic 15¢ 1 1/2 1/2 yd Arab Monno 3/90, 32	6 3 2
"	"	" 3 yds fringe 1/6	75-
Jan 18 th		1 pr Shaks 1¢ amt pd Joe 1¢	2 00
Feb 3 ^d		Am't pd Compuz 88¢ 1 pr Shaks 1, 50	2, 38
"	5	2 files 90 25¢ Tobacco to Bill 6¢	31
"	15	1 pr Shaks Tom 83 1 Box Caps 10	1 48
"	17	Am't pd Compuz 125¢ Am't pd Lamb 1¢	2 25
"	"	" " Joe 2¢ 2 files to Lyate 90	2, 13
"	30	2 Caps for Negroes 50¢ Brandy for Billy 6¢	56
"	"	2 Pitch forks 39 1/2 25¢ 1/2 Bbl Cracks 26 1/2 8¢	3, 33
"	22	Cheese 25¢ 1/2 Bbl pt on do 40	65
"	"	1 Jar Ginger 1, 50 1 Bbl flour 1/4	9 25
"	24	Am't pd Lam 50¢ 1 pr trace Chain 88	1 38
"	"	1 lb nails 6¢ 3 files 38¢	44
"	28	25 " Coffee 9¢ 2, 25 1 3/4 lb Cheese 10¢ 178	4, 03
"	"	1 Loaf Sugar 8 1/2 lb 90 1, 06	1 06
"	March 2 ^d	1 pr trace Chain 63¢ 1 lb Spew 9¢	81
"	"	" 1/4 lb Ginger 6¢ 1 Vitl Lemon 10¢	16
"	"	3 " papers garden seed 40	68
"		Am't pd Dapney & Billy 50¢ 1 Bat Oil 25¢	75
"	5	2 Gals Molasses 2 75¢ 2 lb nails 90	88
"	8	30 lb Sugar 7¢ 2, 10 2 3/4 yds Cambr 40 17¢	2, 27
"	"	2 " nails 90 1 Large Pot 90 lb 5¢ 4, 50	4, 63
"	9	Cash pd turn 6 lb 25¢ 4 yds flannel 1/4	1, 25
"	"	Tobacco for Sawyer 38¢ 6 yds Cotton 40 38¢	76
"	12	1 paper Seed 6¢	86
"	17	1 1/2 yds Tweed 2 50¢ 1 Steel Umbrella 1, 63	2 19
"	22	3 Cans Soap 13¢ (34) 1 Plate 90	25
			58, 44

Aunt Bro Wm		\$106.63
Apr 30th	5 pr Shoes to Gen Charles Ben Henry & Pompey	5.00
" "	2 Black, 105 Cotta Darn 50¢ 1/2 Doz plates 38¢	1.88
" "	1/2 Quin Paper 9¢ Cash pd Capt. Morgan on fork 25¢	34
May 1st	20 lb Sugar 44¢ 125¢ Cash pd Pittman for food 188¢	313
2	Cash pd Pittman for food 182¢ 2 lb Nails 13¢	1.95
"	1 Worned Collar 1¢ 2 pr White Hose 50¢	1.50
"	1 Groop Button 25¢ 8 Buttons Ben Hays 23¢	3.25
"	Cash pd Bro Hales 1¢ 4 lb Nails 25¢	1.25
6	3 lb Nails 19¢ 1 Box Blacking for carriage	25
"	2 Leghorn Hats 3¢ 1 pr Kid Gloves 75¢	3.75
7	4 lb Nails 25¢ Cash pd Pittman for food 619	6.44
11	1/2 Quin. Lin. paper 8¢ Cash pd P. Croft for cut 2.5	2.83
"	Cash pd Ben Deal for work on Wainwright Stn	7.75
"	Cash " " " " " Done N.Y. Smith	3.19
"	" " Bro Whitehead for work on Stand Wain House	15.75
"	" " " " " " " Done N.Y. Smith	19.93
"	6 yds Mouslin for Bro Whitehead	1.50
"	1/2" Linnen 3¢ 31¢ Cash pd Pittman for food	2.01
14	Cash pd Dafney 25¢ 1 more Skin Hat 350¢	3.75
"	1 Mamma Hat 1¢ 1 lb Nails 6¢	1.06
"	3 1/2 yds Bro Linnen 88¢ 5 yds Bech Cotton 50¢	1.38
"	2 Spool Cotton 13¢ 1 pr Lines 9¢	25
"	11 yds Baran 5¢ 7 1/2 yds Paper Cambr 60¢	5.60
"	1 " Cotton Cloth 6¢ 5 lb Cracks 50¢	56
19	1 Loaf Sugar 9¢ 1 lb 9¢ 1/2 yds Linnen 425¢	1.40
21	3 yds flannel 3¢ 160¢ 2 Black Cotton 170	3.20
"	1 Doz Eggs 8¢ 1 file for Ephraim 9¢	21
"	2 lb Nails 13¢ Spool Cotton 6¢	19
"	1 " Starch 16¢ 5 lb Cracks 1450¢	66
"	1 Doz Large files	1.50
24	5 yds Cotton 7¢ 35¢ Eggs 10¢	.45
25	1/4 lb Tea 25¢ Cash pd for Ben Hays 18¢	7.44
		\$215.98

	Ant Ave		915.98
May 28 th	75 yds Onaburg 9¢		6.75
	10 yds Cotton Cloth 4¢		6.69
	2 lb Shoe 16¢ (30) 1 pl. Hat 25¢		42
30	2 1/4 Bushels Blk Peas 84¢ 2 Shods Cotton 13¢		97
June 1 st	1 Bar Ginger 1.75 1/2 lb for Mr. Shast 1¢		275
	2 Gal Molasses 75¢ 2 lb Shoe 16¢		91
	1 ply Tobacco 12¢ Tobacco to me 9¢		23
3 rd	20 lb Sugar 40 12.5¢ 15 lb coffee 1.10		375
	2 yds Acapaco 1¢ 2 yds flod Good 63		163
	1 Bk flour 7¢ 5 heady has 44¢ 220¢		920
	3 heady has 2/3 113¢ 2 yds cot cloth 2¢		1.19
12 th	1 pr Nalgth Lines 13¢ Cash for Silas 9¢		25
	2 lb nails 13¢ 10 yds Black Cotton 11¢ 110		123
	10 yds muskato but 1.25 1/2 Am p dact 25¢		1.50
18	am p d Pompy 38¢ Am p d Ice 50¢		88
20	2 1/2 yds flamm 44¢ 110¢ 1 oz Campha 9¢		122
	1/4 " Vebam 25¢ 1 pr Shasto ab 125¢		150
	1 Straw Hat 13¢ 1 pr patent Shas 2.00		213
	1 Brade Hat 1.75 3 yds Cali to 9¢		188
25	1 Leaf Sugar 9¢ 113¢ 1 lb Blk pepper 1¢		137
26	1 pin 9¢ 1 pr Shas f Mo 112¢		125
	4 lb Suga Cracker 9¢ 38¢ 1 pr Nalgth Lines 9¢		63
27	1 " nails 6¢ 4 yds Bro Linnun 1¢		106
	3 yds linnun Duen 9¢ 113¢ 4 yds Acapaco 2¢		3.13
	1 Remnt Dricing 38¢ 1 Remt Onaburg 14¢		53
	3 yds Linnun for 22¢ 1 lb Starch 18¢		.40
	1/4 " hanken 9¢ 10¢ 1 Set Buttons 13¢		28
	2 doz Eggs 20¢ (29) Am p d Mos 0¢		70
30	Am p d Willis 25¢ 1 pr Shasto Dact 125¢		150
	1 Lot Basket 45¢ 1 feat file 38¢		113
July	1 pr Shasto Linn 13¢ 1 pr Shasto Kemp 113¢		2.25
6	12 yds Onaburg 9¢ 108¢ 4 lb doz Eggs 9¢ 41¢		150
	1/2 Quin paper		59
			975.90

Amo Bo up		\$ 275.90
July 14 th	1 pr Shoes to Silas 113¢ 2 Horn Cows 125¢	2.38
	1 Remm Cotton 30¢ 3 yds Black Cotton 1133¢	63
	1 yd Linen 36¢ (9) 1 pr Shast to Pompey 113¢	1.69
9	1 pr Shast to Willie 112¢ 1 yd Mustate but 19¢	1.31
	1/2 lb Cram Cotton 9¢ 1/2 lb Cotton yarn 75¢	88
12	1/2 yd Linen 28¢ 1 Saddle for Lawrence ¹¹⁵⁰	11.78
	1 pr cleanting ale 1¢ 1 Blanket 1¢	2.00
17	1 pr Shast to Guy 113¢ 20 lb Sugar 7¢ 140¢	2.53
	2 Gal Molasses 38¢ 5 lb Cracking 50¢	88
19	1/2 yd Linen 28¢	09
	1 Leaf Sugar 9 lb 9¢ 1 Viol Ep Amontre	1.23
20	3 yds Hank Lin 38¢ 1/4 lb Tea 1/6	63
21	1 Viol Ep Lemon 10¢ (23) 1 lb nails 6¢	16
	1 pr Shoes for Mo 113¢ Amo to Mo White 68¢	1.75
23	1 pr Slippers 75¢ 10 Chickens 1¢	1.75
	Amo to Pasha for Chicken 1¢ 1/2 yds Linen	1.06
27	1 Box Wafers 13¢ Amo to Pompey 38¢	50
	Amo to Wier 37¢ Amo to Lee 38¢	75
	1 lb Tobacco 13¢ Amo to Billy 25¢	38
	Amo to Dafny 13¢ Amo to Lorn 9¢	25
30 th	2 pr pro line 38¢ 2 pr Bl flow 7¢ 467¢	5.05
	Shan for Billy 113¢ 1 lb nails 6¢	1.19
	1 pr Shast to Dafny 113¢ 1 pr Shast to Ben 112	2.25
	1 pr " " Char 113¢	1.13
	7 yds Alapaco 39¢ 437¢ Buttons 19¢	4.56
	Cannap 19¢ 3 yds Cambr 18¢	38
	2 yds Linen 39¢ 125¢ 2 3/4 yds flannel ^{44¢} 125¢	2.46
	1 Remm Supt Good for 75¢	75
	1/2 yd Linen 31¢ 1 Bunch Supt 6¢	37
Aug 1 st	1 " Blk canvas 10¢ 1/2 Shul loading 6¢	16
	1/2 " Suing 13¢ Tobacco for Dr 6	19
2	1 " Nebana 13¢ 1 horn Colub 9¢	25
	1 pr Boots for Supt	1.50
		\$ 328.77

Aunt Vro up		\$497.70
Oct 19th	to Cash to Dick 119¢ Good to you 50¢	1.69
"	" " " " " Wyate 50¢ 4 lb Chum 40¢	90
	10 yds Bleck Cotton 11¢ 110¢ 1 Cury comb 9¢	1.23
24	1 Bbl flour 75¢ (27) Amt to Sam 1¢	850
29th	Amt to Dick 50¢ 1 lb Yoba 13¢	63
	Amt to Billy 38¢ 1 lb Candy 6¢	44
31	2 doz Pearl Buttons 19¢ 1 pr Shaw 7¢	144
	3 yds flannel 3¢ 150¢ 2 pr cot No 25¢	135
	2 flannel shirts 7¢ 250¢ Knitting pins 6¢	256
	1 lb starch 13¢ 1/2 Bbl Crack 35¢ 1 lb 9¢ 3/15	329
	file to wyate 9¢ 1 Quin paper 19¢	31
Nov 3	Amt to Saffrey 50¢ Joe 50¢ Jacob 50¢ Chas 1	75
	Hat & Shaw to Abram 150¢ Yoba to Joe 9¢	163
	file to Sam 9¢ 73 yds cot cloth 4¢ 45¢	469
	1 lb nails 6¢ 4 chickens 50¢	56
10	1 " sperm candles 38¢ Good to Slay 1¢	138
	Shaw to Jack 1¢ 1 lb Yom 1¢ Ben 1¢ Abel 1¢	400
	Willis Shaw 1¢ 1 Bean 1¢ 63	1.63
15	16 lb Sugar 1¢ 2 doz Eggs 10¢ 20	120
	2 Navy Cop 7¢ 275¢ 3 Shuts loading 825¢	300
	5 Skains Sim 25¢ Cash to John 3¢ 10¢ 113	138
19	4 yds white flannel 2¢ 133¢ 50 lb Sugar 4¢ 1/2	533
	1 doz ap Sugar 9¢ 11¢ 16 lb Sugar 1¢	200
	20 lb coffee 10¢ 2¢ 1 pin to Saffrey 13¢	213
	2 doz Eggs 20¢ 5 lb Chum 50¢	70
21	1 Quin paper 19¢ 1 lb Spice 25¢	44
	Amt to Bear for Seating Sea Room	75
	7 lb nails 44¢ 2 doz Eggs 20¢	64
	1 " Dallon Candles 1¢	14
25	1 Spool Cotton 6¢ 1 pr Large Shaw 7¢	131
27	1 lb cot yarn 19¢ 5¢ 40 cot cloth 4¢ 3¢	53
	Remit Diaper 13¢ 2 yds Diaper 25¢	38
28	1 yd Bleck Seam 9¢ Spool Cotton 6¢	19
		\$536.23

amount of

Amc up		556.23
Mon 30th	1 pr Blanket \$20 1/2 Bush Salt 20¢	1 45
	1 lb Salt Petre 13¢ viol Panjoic 6¢	19
	5/8 Can 55¢ 33 1/4 Can 42¢	4 78
	2 yd Can 3 1/8 13 1/2 Saline 46 13 1/2	2 31
Dec	312 " Ethe wic Cotton 10¢	3 15
5th	4 " Saline 46 3¢ 2 yds Casim 18¢	4 00
	4 " Bro Cotton 50¢ 1 yd Dams 9¢	63
	Burton & cohar 19¢ 2 pr Shor Ex 6 1/2	1 94
6th	Sharto Comp 113¢ Kem 113¢ Ephram 112¢	3 38
	" " Dafny 113¢ Ryan 76¢ Jar 76	3 62
7	19 yd Kersy 1 31¢ 312 yd Kersy 88	11 05
	32 " " 1 533¢ 1 filer 9¢	5 46
11	1 yd Green Ban 75¢ 2 doz Eggs 20¢	.95
12th	24 yds Homespun 9 30¢ 1/2 li Spun 13¢	3 19
16	1 " Lih Alorice 31¢ 2 yds Reband 40¢	44
	Lih 6¢ Wading 6 -	12
17	18 yd Homespun 10¢ - - -	1 80
	25 " Kersy 22¢ 56 2¢ 1 lb Star 19¢	5 81
19	7 doz Eggs 70¢ 5 yd Homespun 50	1 25
	1/2 " " 15¢ each 10¢ Cluck 50	6 00
	Camp 10 yd 18¢	1 00
22	9 yd Kersy 10 225¢ 1 Grof Bating 25¢	2 50
	3 Hat 113¢ 1/2 Dwn Yape 9¢	1 23
26	1 Hat 38¢ pap Yactn 10¢	48
	1/2 Gae Molepn 19¢ Good to Comp 18¢	1 19
29	1 Blanket 63¢ 1 Soap Sup 8¢ Ague	1 69
	17/2 Calchirky 35¢	6 13
	13 Cal Brandy 56¢	7 31
	3/4 " Old Rye Whis 450¢ 1/2 Gae Y R B. 63¢	5 13
	1 pr Bleh Cotton 33 yd 90 -	4 12
		66 53 55

To amt bet over	\$683.53
To Sundry due bills	
To diffunt persons payon	27.43
To amt of your ware acc ^{ts}	
Martha Harrison & others	67.86
amt of Miss Judith Harrell, ap	9 10
	757.92
in on do do 1880	45.47
	\$803.49

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Capt. Fleming J. Smith
J. Smith & Davis

1850 To amt of acct up to 1st Jan'y 57 \$288.92
" By Cr. deducted - 35.31
\$253.61

To amt of M E Harmons ap 29.70
" " " Anna J Harmon do 34.14
" " " Judith Harrells " 9.80
" " " Jas H Parker " 6.69
\$333.94

By this amt included
in note dated Feb'y 5/57

J. Smith
for Smith & Davis

No. 9





\$ ~~743~~²⁷ ~~no~~ ^{no} days after date. I promise to pay to
~~Samuel D. Smith~~ or order, the full and just sum of
~~Seven Hundred & Forty Three~~ — Dollars, and
~~Twenty Seven~~ Cents, for value received, — for which payment
well and truly to be made, I bind myself my heirs, executors
and administrators, jointly and severally, firmly by these presents; as
witness my hand and seal this 14th day of August — 1850

Witness

R. H. Saunders

~~A. T. Smith~~



Hundred
Receipt in
\$ 300.

10/10/

Received May 4th 1851. at Jerusalem, of Capt
Henning J. Smith Three hundred dollars which I am
to apply as a credit to a judgment against said
Smith in favor of the executors of Henry Kindred
deceased - said judgment now docketed in the
Clerk's office of Southampton County.

Geo. L. Kindred
Co. 405 Kindred
deceased

Gurley

to } Sept

Smith &c

1851 March Rules

Sh:

Came to hand ^u 28

January 1851 at 20

Minut. part - ^{9 Clock} 4 A. M.

Returned to Pettibone

17th 1851 at 5 P. M. Sept

For A. M. Nichols

S. L. Nichols

The Commonwealth of Virginia:

To the Sheriff of Southampton County—Greeting:

WE COMMAND YOU that of the goods and chattels of *Henning T. Smith & Josiah Manry surviving obligors of themselves & Lewis W Bischoff* late in your bailiwick, you cause to be made the sum of *Eight hundred & twenty two Dollars three cents with interest thereon from the 20th day of November 1856 till paid which John M Gurley*

late
lately in our Circuit Superior Court of Law and Chancery for Southampton County, ~~late~~ recovered against the said *Smith & Manry & Bischoff* for debt: also *ten* Dollars and *35* Cents which to the said *Gurley* in the same Court were adjudged for *his* costs by ~~him~~ about *his* suit in that behalf expended, whereof the said *Smith & Manry* are convict as appears to us of record. And how you shall have executed this writ, make known at the Clerk's Office of our ~~said~~ Circuit Superior Court of ~~Southampton County~~ *Law and Chancery*, at the Rules to be holden for the said Court, on the first Monday in *April* next. And have then there this writ.

WITNESS, LITTLETON R. EDWARDS, Clerk of our said Court, this *28th* day of *January*, 1857, in the *45th* year of the Commonwealth.

L. R. Edwards

March 17/1857. Pres^d of H. S. Smith
One thousand and forty five dollars
and 74 cents in full of the within
of certain 1000
Jno. M. Gurley

Gurley

to } ^{1/2} per

Smith &c

1857 March Rules

Sh.

Came to hand 28th

January 1851 at 20

Minutes past - 4th of

Returned to Pitts Mich

17th 1857 H. S. Smith &c

For A. M. Gurley

SLA

1831
De m. m. m.
1831

No. 12

Received of H J Smith March the 17 1851 the
Sum of one hundred and eighty ^{Six} Dollars & Twelve
cents in full of an execution against him as
Security. To Jm L Bishop. which execution is.
in favour of Clark & Pope

James A. Gillett Stry of
the Myrick Staff

Handwritten text in the top left corner, possibly a date or header.

13.

Main body of handwritten text, appearing to be a list or ledger with multiple columns and entries.

Received of A J Smith. March. 17. 1851.
The sum of \$86.84 do. in. being his part
of the execution against him as security
to Jno L Bishop to an execution in favour
of Clark and Pope -

James A. H. M. Sptg.
of the Nyack Luff

14

1851. March 17th Received of H. J. Smith the
sum of Three hundred and sixteen dollars
and eleven cents, in full of an execution which
issued from the Circuit Court of Southampton
County, in favor of Jeph B. Johnson assignee of
S. D. Williams for the benefit of Allen Cotton
vs. H. J. Smith and others.

R. N. Bents
atto: for the Plaintiff

Sept. 11th 1847

#333.00

15.

Recd of Henning T Smith four
hundred & twenty four dollars in full
for an execution in my hands against
him the said Smith at the Instⁿ of
Jno^t Parker returnable to Feb^y term
1851 this Feb^y 17 1851

Jno^t Boothe shff

16.

1857 Feb 17th Recd of Minott J. Davis, The sum
of One Hundred & Sixty Dollars + 18/100 in full
of a fine vs H. J. Smith in favour of Richard
Darden Sr —

H. P. Pope Secy
for A. Myrick Stff

17.

Garden apno of R. St. Baker vs St. J. Smith ^{up to Feb 17/1851} debt but costs barred \$91.72
 Do Do " " " " " " " " 86.11
 Do Do " " " " " " " " 86.11
 Do Do " " " " " " " " 86.11
 Do Do " " " " " " " " 91.72
 \$441.77

1851 Feb 17th Recd of ~~Merritt J Davis~~
 the sum of Four hundred ^{forty} and Dollars
 & seventy seven Cts, in full of the above
 stated figs vs St. J. Smith in favour of
 Richard Garden apno of Richard St.
 Baker

H. P. Pope Secy
 for A. Mypick Esq

441 77
 160 15
 \$601 95

500/10 ~~ap~~ the apt. furnished by W. B. Smith

Exhibits filed
with the answer
of
Wm. J. Baker

Parker & Hart

& 3.

Smith & No. 1.

Filed with answer W. J. Baker.

Nov 7. '53

3500. 00

An account of the sales of the personal property conveyed by H. J. Smith to M. J. Baker, in trust, by deed bearing date Feb 5th 1851 - said sales were made at the Ripkin old Place on the 28th of Feb. 1853 - and the property purchased by Benj. D. Smith, except one horse below mentioned - which was sold some time before, by said H. J. Smith - to wit.

Negro man	Lem.		600.00
"	"	Washington	850.00
"	"	Jim	old 250.00
"	"	Jack	" 150.00
"	"	Toney	" 50.00
"	"	Duke	" 100.00
"	"	Bailey	600.00
Old woman.	Stan	-	000.00
"	"	Esther.	- 000.00
" one horse	Lucy	-	000.00
3 cows		\$ 24.00	30.00
3 Steers		35.00	
1 Small Bull		5.00	
2 Yearlings		<u>4.00</u>	68.00
6 Swats		\$ 15.00	
12 "		40.00	
1 boar.		3.00	
- Hags		<u>44.00</u>	102.00
All of House - furniture -			100.00
Corn & fodder on hand			<u>100.00</u>
			<u>\$ 3000.00</u>

The land conveyed was sold at public outcry on the 15th of March 1853 and bought by Benj. D. Smith at \$500.00

M. J. Baker Trustee

Amount of indebtedness of H. J. Smith
 attempted to be secured by his deed
 of trust to me, to wit, \$5090.00

Sales of property amt. to \$3500.00
 being a loss of $3\frac{1}{4}$ per cent of the
 debts described in the trust -

The above amt. of \$3500.00 was ap-
 plied as follows - to wit -

To B. D. Smith	\$ 2641.75-
" Nathaniel Beaman	731.45-
" B. D. Smith per order of Isaac P. Stein }	226.80
	<u>3600.00</u>
error in B. D. Smith's acct - of }	100.00
	<u>\$3500.00</u>

Baker Street

3

Smith & Co. 1.

Filed with answer W. J. Baker

Nov 7. '53

Filed with ^{and} W. S. Baker
(No 2.)

the
the
Baker
my
Mend
Chas D

Copies of Releases taken by the undersigned
as the trustee of H. J. Smith -

William S Baker trustee to a deed of Trust
executed by H. J. Smith to said Baker for
the benefit of Benj. D Smith, Nathaniel Bea-
man and the sureties to the guardian
bond of said Smith for Isaac Piffkin Jr.
has this day sold the property described
in the deed of Trust, for the sum of
thirty five Hundred dollars, and has
aduly accounted to us for the same -

The Slaves Maria & Frank mentioned
in said deed of Trust, as will appear
by reference to the same which is of re-
cord in the Register's office of Gates
County - have not been sold by said
Baker, because at the time of their
conveyance in said Trust, they were
subject to liens created by the levy of exe-
cutions on them, in the County of South
ampton in Virginia, and were sold to
satisfy said executions -

The amount of
indebtedness secured in the deed of
Trust aforesaid being with interest
Five thousand and ninety dollars
and the sales of property being thirty
five Hundred dollars - the amount
due to Benj. D Smith pro rata is
\$2641.75 - The amt. to Nathaniel Bea-
man pro rata is \$731.45 - and to Benj.
D. Smith assignee of Isaac Piffkin Jr.
is \$226.80 - aggregate of which is \$3599.00 -

amt. of sales - being a lot to each of the trustees
named in the trust of $31\frac{1}{2}$ per cent.

Received of said Baker the said sum of
Twenty six Hundred & forty one dollars and seven
ty five cents - amt. of pro rata share of proceeds
to me - and the sum of \$731.45 - the pro rata
share of Chauncil Beaman - & the sum of \$226.⁸⁰/₁₀₀
the pro rata share of Isaac Pipkin - From
the further payment of the same the said
Baker is hereby fully released - Given under
my hand & seal the 10th of March 1853 -

Witness

Signed.

Benj: D Smith (Seal)

" Received of Mr Jt Baker Trustee for Hanning
& Smith Seven Hundred thirty one dollars
and forty five cents, which I am to place
or have placed as a credit on a bond
I hold against the said Hanning & Smith
with Depe Parker as surety - the above
being my back pro rata of the proceeds
of said trust property - to the said Ba-
ker as trustee -

Signed

March 10th 1853

Isaac Beaman "

Witness

Thos. H Smith

The true date of cash receipt
was not on the 10th of March but
some time in June after -

W J B -

No 2.
Filed with prob. W. J. Baker

A. I. Smith
To } ~~deed~~
must
Wm. J. Baker.

Parker & Hart

to }

Smith & Co

No. 3.

Filed with answer M. J. Baker
Nov. 7. '53

State of N. Carolina }

Gates County }

County Court Clerk's Office Feb 4th 1851

The execution of the foregoing deed of trust from H. J. Smith to Wm. Baker trustee for the benefit of Henry H. Smith and others, was acknowledged by the parties before me this day in due form of law therefore let the same be registered

William G. Haughton C.C.

The within deed of trust from Henning J. Smith to Wm. Baker came to hand for registration the 5th day of February 1851. and was duly registered in Book No. 28 page 404.

this 15th Feb 1851

H. M. Haughton P. C. C.

I Henry M. Haughton Public Register of Gates County do hereby certify that the foregoing is a copy of a deed of trust from H. J. Smith to Wm. Baker. Taken from the records of my office this 22nd Aug 1853

H. M. Haughton P. C.

State of North Carolina

County of Gates

This Indenture made and entered into the 5th day of February A.D. 1857. Between Henning I. Smith of the County of Southampton in the State of Virginia of the first part William I. Baker of the County of Gates and State of North Carolina of the second part and Benjamin D. Smith of the County of Hanover and State of Virginia of the third, Witnesseth that the said Henning I. Smith for and in consideration of the sum of one dollar to him in hand paid by the said William I. Baker the receipt whereof the said Henning I. Smith doth hereby acknowledge he the said Henning I. Smith hath granted bargained and sold aliened and conveyed and by these presents doth grant, bargain sell alien and convey unto the said William I. Baker his heirs and assigns all of his estate in following tracts of land situate lying and being in the County of Gates aforesaid known as the Isaac Pickett Old place adjoining the lands of William Catling, Riddick Catling Henry Riddick and others containing by estimation Nine Hundred acres more or less also the following negro slaves viz Lem. about forty three years of age, Jack, Jim, and Ben from fifty to fifty five years of age Duke and Toney about sixty years of age, Washington about Twenty years of age Mamm about Twelve or fourteen or ~~fourteen~~ years of age

Frank and Betsy, about eight or ten years of age better, Nan and Lucy each about sixty or sixty five years of age also two horses ten head of cattle forty head of Hogs and all the House hold and Kitchen furniture at said Piptin Old place. To have and to hold the said tract of land with all the advantages and improvements to the same belonging or in any manner appertaining for and during the term of the natural life of him the said Henning J. Smith and also all and other property and slaves herein before particularly named and described unto him the said William J. Baker his heirs executors administrators and assigns in absolute estate forever.

Provided nevertheless and it is the true intent and meaning of these presents that whereas the said Henning J. Smith is justly indebted to the said Benjamin D. Smith in the sum of Three thousand two Hundred and Ninety four dollars and seventy three cents (\$3294.73/100) for the payment of which he has given his single bond payable to the said Benjamin D. Smith bearing even date with these presents, and whereas the said Henning J. Smith is also indebted to Nathaniel Boeman of the said County of Warrick in a bond for the sum of about eight Hundred and fifty eight dollars which bears date on or about the 1st day of March A D 1849. And whereas the Guardianship of Isaac Piptin has been committed to the said Henning J. Smith by the Court of Pleas and Quarter Sessions of Gates County aforesaid

who has accordingly entered into bond before said Court for the faithful discharge of the trust reposed by said Court to him with James E. Smith Ins. Rec. dict and Willis J. Bohorn as his securities thereunto. Now if the said Henning J. Smith his heirs executors or administrators shall well and truly pay or cause to be paid unto the aforesaid Benjamin D. Smith his executors and administrators or assigns and the said Nathaniel Boeman his executors administrators and assigns the aforesaid sums according to ~~what~~ the conditions of the aforesaid bonds with the lawful interest accruing thereon whenever the same may be demanded and if the said Henning J. Smith his heirs executors and administrators shall pay unto the said Isaac Piptin or whatever sum or sums of money which he shall have in his hands as his guardian as aforesaid whenever the same shall be demanded by the said Isaac Piptin or by any other Guardian who may be appointed for the said Isaac Piptin then this deed and the aforesaid bonds shall cease determine and be null and void. But in case of the non payment of the aforesaid sums of money or any part thereof so to become due whenever the same shall be demanded as above mentioned, then in such case it shall and may be lawful for the said William J. Baker his executors administrators or assigns to ~~sell~~ all the property and the said Henning J. Smith doth hereby empower and authorize the said William J. Baker his executors administrators or assigns to sell all the property

both real and personal herein before conveyed
either at Public or private sale as the said Benjamin
D. Smith and the other creditors shall direct for cash
and the proceeds of said Sale or sales. He shall appropriate
to the payment of the bonds and interest due ~~thereon~~
the said Benjamin D. Smith and Nathaniel Beeman and to
the amount due to the said Isaac Phipps as aforesaid.

Pro. ratos: first assuring compensation agreed on exee-
ding the trusts of this deed and for acting for trustee.
It is understood and agreed by the parties to this deed
that the said William A. Baker shall not be answerable
or liable for any damage or loss which may happen
to the property herein conveyed or any part thereof
which is to remain in the possession of the said A. & Smith
until required by the terms of this deed. The said William
A. Baker upon the sale as herein before mentioned is authorized
to make the deeds to the purchaser necessary to convey the title
of the said property. In witness whereof the parties to this deed
have hereunto set their hands and seals the day and date
first above written

Signed sealed and delivered in
the presence.

E. S. Riddick

A. & Smith (seal)

William A. Baker (seal)

Benja. D. Smith (seal)

Parker & Smith

2 } Sec. Pa.

Smith Geo

1854 November Term

Exceeded by delivering a copy of the within
Oct 18th 1854
J. C. Edwards Esq. for J. Wells Esq.

The Commonwealth of Virginia. To the Sheriff of Southampton County. Greeting.
Whereas a suit in chancery was lately depending in our Circuit Court of said County between
Jesse Parker & John D Hart plaintiffs and Henning T Smith & others Defendants, and
before a final decree was entered therein the said H. T. Smith died, and the plaintiff has
applied for a *decre facias* against Henning M Smith Executor of the said Henning T. Smith
Therefore we command you that you make known to the said Henning M Smith executor
as aforesaid that he be before the Judge of our said Court at the Court house on the first day of
the next Term to show cause, if any he can, why the said aforesaid should not be proceeded in against
him. And have them show this writ. Witness S. M. R. Edwards Clerk of our said Court
at the Courthouse this 25th day of August 1854 in the 79th year of the Commonwealth.

JR Edwards *cl*

Parker & Smith

or } Sec. Pa.

Smith & Co

1854 November Term

Account by delivering a copy of the within
Oct 18 4 18 54
D. C. Edwards Deft. for G. Ralls atty.