

1854 - 027

Chancery Papers. Presson, extor & Presson vs Presson & al

5/1854

Southampton County

other SURNAMES: Whitney, Council,
Boykin, Clements, Council,
Griffin

Preson

to } Papers

Preson &c

49
184
2.33

Colk 42.55

Law. 13.70

9 17.33

Case continued &
Major Edwards will
deliver a copy the books of
Nov. 1851, to the Sheriff to
proceed according to its direction

Person

to } Stat. Rules

Person &c

Joshua Prepon suing in his own right and as executor of Joel Prepon dec^d
against

Catharine Prepon. Monroe Clements. Jas. P. Boykin and Nancy Whitney

1849 June 20th Sup^a issued v. Deft. Catharine Prepon. Monroe Clements &
John P Boykin.

" July. R. Sp^a ret^d Executed on Prepon & Boykin. Clements as Intervenant.

New Sp^a v Clements. Bill filed - answer of Boykin also filed. ~~Ans Prepon~~

" Aug: R. ^{New} Sub^a ~~submitted~~ executed on Clements - answer of Boykin

" Sept. " ^{New} Sp^a returned executed on Clements.

" Sept. " Cause set for hearing as to Defts. Prepon & Boykin.

" Nov 8. Continued

1850 May " Continued

" Nov. " Dece^d.

1851 Mar 28. Report.

" May 5. Continued

" Nov " Dece^d.

1852 Nov. " Continued

1854 May 8. Final dece^d.

Prepon
Co. } Bell & Clay
Prepon & Co.

August Rules 1829

To the humble Petitioner, H. Baker, Juror of the said Circuit Court of the County of Southampton, in Chancery sitting, humbly complaining that the said
Petitioner, your orator Joshua Prepon being in his own right, and sometimes as executor of said Prepon dec.
represents that sometime since, probably in the year 1847, a suit was instituted in this honorable court by him, as
the executor of said Prepon, and on his own right, and also for the benefit of other the executor of the said said Prepon
dec., for the purpose of subjecting property ~~with~~ Catherine Prepon, & the heirs of said Prepon dec. ^{et al.} for the purpose
of recovering and subjecting certain property in the possession of Catherine Prepon widow of said said
Prepon, (by virtue of the will of her husband) - to the payment of certain debts due & owing from the
estate of said said Prepon, and specified in the Bill, Reports &c. filed in the proceedings, of said suit now
pending in this honorable court. your orator states, as will appear from said proceedings in said suit, as well
as by a copy of the decree of 1848. ^{which are prayed to be regarded as & with interest from the 23^d Decr. 1842 till paid}
part of this Bill, that the sum of \$ 213.50. was decreed to be paid to your orator by the said
Catherine Prepon, for which an execution of "Fieri facias" issued and returned "no effect"
as will be perceived by a copy of the same hereto filed &c. as a part of this Bill
your orator states that he is unable to reach the tract of land called the "Cummerville tract"
which he is advised belongs to the said Catherine Prepon, ^{as her property -} by any execution known to the law, (that being
as far as he is advised the only property that she owns -) for the purpose of realizing the benefit of
the decree pronounced in his favour, for the said sum of \$ 213.50 with interest as aforesaid
because of the existence of a deed of trust on the land of said Catherine Prepon, situated in
the County of ~~prepaid~~ ^{on property 1844.} - the facts and circumstances of which trust are, as follows: Some time ^{and one William Whitney, probably a trustee, or in common}
in the year 1834, to secure a debt owing to one Joseph G. Cornish, by the said Catherine Prepon,
with one William Whitney ^{probably a trustee, or in common}
the latter, executed a deed of trust on the said land, to one John P. Boykin trustee; that
soon after the said debt as secured was duly transferred and assigned to one Monroe Clements who
ordered the said trustee Boykin, according to the provisions of said trust deed, to advertise and sell
the same. your orator charges, as true, that some day in December 1847, when the said
land was about to be sold, for the purpose aforesaid by the said trustee, that the said Catha-
rine Prepon, did come forward and pay through the agency of the trustee Boykin, the
sum, or debt, interest &c. secured by said deed, to the ^{Monroe} Clements the assignee thereof,
& thereby prevented the sale contemplated, whereby the said lien on the land

virtually ceased & terminated, and the said Catharine Prepon was entitled to have a recon-
veyance, or release of the premises to her, from & by the said Geo. P. Boykin trustee. But
such release, ~~has~~ your orator charges, from some ~~unlawful~~ ^{unlawful}, has never been executed, and
the legal title to the same is still outstanding in the said Geo. P. Boykin the trustee.
Thus stood the matter, the said Catharine Prepon, in the meantime having the full use ^{so beneficially} of the
premises, as her own, until it was ascertained that she was indebted by the result of
the said suit in Chancery to your orator in the sum of \$213.50 with Int. as aforesaid
when for the purpose of defrauding your orator it was pretended that one Nancy Whitney
the mother of said Catharine Prepon had purchased of said Monroe Clements
the evidence of said debt secured as aforesaid, and that the same since the decree in
favor of your orator against s^d Catharine Prepon, ~~was~~ had been assigned to her, the
said Nancy Whitney, all of which your orator charges to be an after thought - a mere
device to cheat your orator of his just & equitable rights, and screen the said
from all remedies & processes against ~~the said~~ ^{the} "papa" heretofore issuing
against the said Catharine Prepon having been returned "no effect"
and of no avail to your orator. Your orator charges that he is with-
out remedy save in this honorable court; and therefore prays that this
Court will grant a decree, annulling the pretended assignment
of the said debt secured by the said trust deed, and subjecting the said
in the said deed mentioned to the payment of the said sum by the decree
aforesaid, with interest thereon, decreed to be paid to your orator
and that the said trustee Geo. P. Boykin be restrained
and enjoined from parting with the title thereto otherwise
than this honorable Court shall direct, but shall hold the
same subject to its further order ^{which}. To the end
that Catharine Prepon, Monroe Clements, Geo. P. Boykin and
Nancy Whitney may be made parties to defendant to this Bill
and be compelled to answer the same - and more particularly
that the said Boykin trustee and Monroe Clements will

set forth facts connected with the said trust deed and
debt - intended to be secured thereby, whether the same
was paid off & when; and whether the said legal title
to the said land is still in him the said Boykin as trustee
- your orator prays that whatever difficulty such a deed may interpose
to the serving any process or levying any execution under the decree
aforesaid for the recovery of the amt. of \$213.50 with Int. aforesaid
shall be removed by this honorable Court; and that a sale of the said
land ~~to be made~~ called "Lynn Merrill" be made & the
proceeds applied to the satisfaction of the said debt & interest thereon
and grant all other cheapen relief which may be meet
in the premises - & put the Court at liberty.

John A. Prepon
J. W. Whitfield & Co.

Profr. v. profr. & mag

M. Clements accus

Filed by consent

Charles H. W. W. W. W. W.

Profr. v. profr. & mag

1830 January Rules

To be read as evidence & con
sent and unprofr. & mag
admit that Mary Whitney
and Catharine Profr. are the
daughters of Hare, Whitney
C. H. W. W. W. W.

Joseph V. Catharine Prufum D. A.

The answer of Charles Clements to a Bill filed V. him
Oct: by William Prufum - in the Circuit-Court of Law & Equity
for the County of St. Hampton:

This he swears; the said Clements being and coming to
that as is stated in said Bill there was a deed of trust executed
by said Catharine Prufum & William Whiting, to one Geo. P. Maybin
heretofore, to be carrying certain property - there mentioned
to be a debt secured by said one Joseph G. Council
the assignee of the said deed - that some time in March 1847
the said said and property was a mortgage to be sold by the said
Whiting, under the power of the said deed. That the said
said debt was then due, as the latter brought the money to him,
and that this respondent was of the opinion that the money then
paid was the money of Catharine Prufum; and that other way
or whether it was or not, this respondent has no means of
knowing. That some time after the money was paid to
this respondent, Catharine Prufum came to this respondent
and requested him to assign the said deed of trust to
one Nancy Whiting, which he did at the request of said Catharine
Prufum and to oblige her; this assignment was some time
after the date of said assignment - ^{on the deed} and this respond-
ent is under the impression the assignment was made about Nov:
or Dec: 1848 - nearly 12 months after the date of the assignment as stated
by the Prufum - & having no more to say -

Chas Clements

Dr. D. D. D. D.
to. of. D. D.

Rev. of.
John Roper

August Rules 1849

In Manuscript Court. to wit:

The answer of John P. Boykin to a bill filed against him ^{in the Court of Law & Chy for the County of So. New York -} by Catharine Proffon &c.: That this respondent, answering &c. for answer to so much of said bill as he is advised it is material for him to answer &c. says that it is true as is alleged in said bill, that a deed of trust was executed by the said Catharine Proffon sometime in the year 1844, to secure a debt of about \$700, (he does not now pretend to be very exact as to the amt. of the principal) - payable to Nathl. S. Clement. That sometime hereafter in the year 1847 - in the fall of that year, one Monroe Clement produced the said bond, which before that time had been assigned to him by the obligee, Council - and authorized this respondent as trustee to advertise and sell the said tract of land called "Summeralls" conveyed in said trust deed to secure the said debt, according to the terms of said trust. That this respondent as trustee, did advertise the same to be sold on the 21st December 1847 - on the premises - and that on the 21st day of December 1847 the day of sale, and on the premises and just before sale was about to be made, the said Catharine Proffon advanced up to your respondent, with a pocket book in her hand, stating that in that "book" was money enough to pay off the debt; - to do so; that your respondent took the book and from it money sufficient to pay the said debt, entered &c.; and the same paid over to Clements the creditor, or his agent - ~~James~~ Eley - and that the bond the evidence of the debt - was secured & paid off, was accepted by the creditor agent; and the ^{said} bond delivered over to Catharine Proffon with the balance of amount - she had given him to pay off the same - that no release deed was then, nor since executed by ~~this~~ respondent - and that he supposes the title is still in him: he has no intent in the matter, and is willing to execute the release deed

and the will to ^{the court} whomsoever shall direct. That having assumed
myself hence to be his agent on the above etc.

John P. Boykin

Dr. Hampton County to wit.

John P. Boykin trustee &c. personally appeared before me
a justice of the Peace for the county aforesaid, and made oath that
the above "answer", and the facts therein set forth are true
to the best of his knowledge & belief - Given under my hand
this the 18th day of July 1849 -

Geo. M. McCoom J.P.

Prepon
2 { Answer
Whitney

The answer of Nancy Whitney, one of the Defendants to the bill of Complaint exhibited by Joshua Prepon

This Defendant now and at all times hereafter saving & reserving to for answer to the said Pliffs bill as so much thereof as she is advised it is material for her to make answer unto, answers etc & saith: That it is true Catharine Prepon together with William Whitney did on the 17th day of August 1844 execute a deed of trust on a tract of land lying in the County of Southampton to John P Boykin Trustee for the benefit of Joseph G Council to secure the payment of a bond due from them to the said Council for about \$700 dated the 1st of January 1844, which said deed together with the bond was afterwards to wit on the 19th of Nov. 1845 assigned by the said Council to Monroe Clements. And this Defendant further answering, saith that on the 15th of October 1846 the said William Whitney & Catharine Prepon executed another deed on other property to Edmund Hy Trustee to secure a debt of about \$800 due on four bonds to the said Clements. That some time in the year 1847 the said Clements being anxious to collect the money due on the bond assigned him by the said Council as well as that due on the four bonds secured by the deed last aforesaid, threatened to sell the property conveyed. This Defendant not wishing to see the property of the said William Whitney & Catharine Prepon who are her children sacrificed by a public sale, they being unable to meet the demand against them, determined to advance the money to Clements

and to substitute herself as the auditor in his place by having the said bonds & deeds assigned over to her. Accordingly, (being very old & infirm and unable to attend to business herself) she sent the money to the said Clements by the said Catharine Prepon, with a request to her friend Mr. Griffin who was aware of her design, that he would attend to the business for her. That on the 21st of December 1847 the money was advanced & the deeds assigned to this Defendant as she had directed, but through the mistake of her agent the said Griffin the bonds instead of being assigned as she desired were receipted as having been paid by William Whitney & Catharine Prepon, & so receipted are now in her possession, no part of the amount due thereon having ever been paid to her by the said William Whitney and Catharine Prepon, all of which will fully appear by copies of the said deeds & bonds herewith filed marked (A) and prayed to be taken as parts of this answer. Under these circumstances this Defendant is advised that she has a lien on the property conveyed by the deeds aforesaid for the payment of the said bonds so paid by her.

All of which matters and things this Defendant is ready & willing to aver, maintain, and prove as this honorable court shall direct, and having she prays hence to be dismissed with her reasonable costs &c.

Nancy Whitney
by Chambliss & Mendenhall

Southampton County, to wit:
Nancy Whitney made oath before me a justice of the peace in & for the said County that the facts stated in the foregoing ^{answer} are true - Given under my hand this 5th day of November 1849

Goodwin & Griffin J P

Preposum En

u } extolice

Preposum

Preposum

To Catharine Prepon, Nancy Whitney, James Clayton legal guardian
to Mary L, and James Prepon.

Take notice that on the day of 1847-
at the clerk's office in s^d city,
in the city of Norfolk; I shall petition and move that apply to the
Hon. Rich^d. H. Roberson Judge of the Circuit Sup^r Court of Law & Chy
for the county of Southampton County- and of the first Judicial District-
and to grant, an order, & decree, that an account of the transactions
of Joshua Prepon as executor of the last will & testament of Joel Prepon
and also an account of the transactions of Joel Prepon, as admin^r of the
estate of Sally & Lucy H. H. be rendered and made up before a
commissioner of the s^d Sup^r Court of Law & Chy for Southampton- to be used as evidence
and for other purposes- in a suit now pending in s^d Court, in which I am
compt^r and you are defendants.

Joshua Prepon Ex^r. by
Nathaniel Whitfield his atty

July 19. 1847- we acknowledge service of the above-
- notice, and further move upon our undersigned
- to such an order being granted by the Judge -

Charnbliss Shaffer being atty for Catharine Prepon
Pridley & Goodwyn atty for James Clayton
& infants

Prepn.
v. Prepn. as

To be entered

R H. Baker

Nov. Co. 1850

1850. November Term

Prepn.

or

Prepn

}

decreed & cty

This cause came on again to be heard on the paper formerly read & was argued by counsel: on consideration whereof the court doth order, adjudge & decree, that a commissioner of this court, ascertain & report to this court - whether a bond executed by William Whitney & Catharine Prepn on the first day of January 1844, payable one day after date to Joseph G. Council & by him assigned to various elements and secured by a bond of bond bearing date 17th Aug^r 1844 - was a joint bond of the said obligors, or whether W. Whitney was principal and Catharine Prepn his security - thereon: and ^{also} what amount or sum was advanced or paid on the said bond by Nancy Whitney on the 21st December 1847 - to disbursements or his agent. and report to court - with any other matters deemed pertinent or necessary by the parties the same to court, in order to further serve to the premises.

In taking which said account the parties are to submit to be examined in solemn form or oath before the court touching the said matter of account.

Prepson
is } Copy Secrec
Prepson &

In Southampton Circuit Court November 8th, 1850.

Joshua Prepon suing in his own right and as executor of
Isaac Prepon dec^d

against

Catharine Prepon, Monroe Clements, John P. Boykin
and Nancy Whitney

Plff

D.fts

This cause came on again to be heard on the papers
formerly read and was argued by Council, on consideration
whereof the Court doth order, adjudge, and decree that a
Commissioner of this Court ascertain and report to this Court
whether a bond executed by William Whitney and Catharine Prepon
on the 1st day of January 1844, payable one day after
date to Joseph G. Council and by him assigned to Monroe
Clements and secured by a Deed of Trust bearing date 17th
August 1844, was a joint bond of the said obligors or
whether William Whitney was principal and Catharine Prepon
his security therein; and also what amount or sum was advanced
or paid on the said bond by Nancy Whitney on the 21st
December 1847, to Monroe Clements or his agent and report
the same to Court with any matters deemed pertinent or
required by the parties in order to a further decree in the premises.
In taking which said account the parties are to submit to be
examined in solemn form on oath before the Commissioner
touching the said matter of account.

Attest

Teste. L.R. Edwards Clk

Papson } Nov
us } for
Papson & } lease.

November Term 1857

To be entered

R. H. B.

Nov. 6/57

1857 November Term

Purpon vs. Purpon &c.

This day this cause came on to be again heard on the papers, formerly read - & on the report of facts made by lewd. lewd. under ~~an order~~ ^{an order} of this Court. rendered, at Nov. Term 1850. and was argued by lewd. On consideration whereof the Court doth adjudge order and decree that ~~the~~ Sheriff of Southampton County giving 20 days previous public notice of the time & place of advertisement at the Court House, on some Court day - and at three or more places in the neighborhoods of the Land - sell at auction to the highest bidder ~~on a credit of 12 months, calling Bonds, bearing interest for Cash -~~ the tract of Land in the proceedings mentioned ~~from agent~~ ^{from agent} and - summing - being the same Tract conveyed in a deed of trust, from Com Whitney & Catherine Purpon, to Geo P. Boyden - bearing date 17th August 1844 - and containing 586. acres - and out of the proceeds after paying the expenses of the sale - pay to the Defendant Stanley Whitney \$589. ⁰⁰ with interest from December 21st 1847. - Then pay to William Whitney the sum of \$500 - with interest from ~~January 1st 1844~~ ^{Nov. 10th 1837} - and pay over to William Whitney one half the balance ^{out of} and the other half - pay to ^{The Plaintiff} Catharine Purpon ~~and of~~ ~~Geo Purpon~~ the sum of \$213.50. with interest from Dec. 23rd 1842. - and the costs of the said Plaintiff - and the remainder pay over to the said Catharine Purpon. The said lewd. will make a deed to the purchaser with special Warranty - & report his proceedings to Court.

Prepson

~ } Co. Dyer

Prepson & Co.

41056

In Southampton County Court, November Term 1857.

Joshua Preeson suing in his own right and as executor of
Loul Preeson dec^d

against

Catharine Preeson, Monroe Clements, John S. Boykin and
Nancy Whitney

Plffs } In Chy

Defts }

This day this cause came on to be again heard on the papers
formerly read and on the report of facts made by Commissioner
Cobb under a decree of this Court rendered at November Term
1850, and was argued by counsel: On consideration whereof,
the Court doth adjudge order and decree that
after giving twenty days previous public notice of the time and
place of sale by advertisement at the Courthouse on some Court
day, and at three or more places in the neighborhood of the Land
sell at auction to the highest bidder on a credit of 12 months
taking bonds with security carrying interest from date, the tract
of land in the proceedings mentioned called Summerells, being the
same tract conveyed in a deed of Trust from W^m Whitney & Catharine
Preeson, to John S. Boykin bearing date 17th August 1844, and con-
taining five hundred and eighty six acres, and out of the proceeds after
paying the expenses of the sale, pay to the defendant Nancy
Whitney \$589.87, with interest from December 21st 1847. Then pay
to William Whitney the sum of \$500.00 with interest from
November 10th 1857, and pay over to William Whitney one
half the balance, and out of the other half pay to the
plaintiff Joshua Preeson the sum of \$213.50 with interest
from December 23rd 1842, and the costs of the said Plaintiff,
and the remainder pay over to the said Catharine Preeson.
Decree — Commissioner will make a deed to
the purchaser with special warranty and report his
proceedings to Court.

At Copy

Teste. J. R. Edwards Ck

Papow

ms.

note for

accu-

Puppa Lc -

May 7th 1854.

Deena to be
Entered

R. H. Baker

May Co. '54

Prepon

as

Prepon &c -

This way this cause came on to finally heard
on the papers formerly read - and on the report of Samuel
Halle, Shff. & Const. made under a decree pronounced at
Nov. Term 1857. and was argued by counsel - On consideration
whereof, the Court, with confidence said report, to which
no exception has been filed - and the Court with
further advice on an and decree - That The Plaintiff
pay to The Defendants Harry Whitney & William ^{Whitney}, their costs by
them, about this suit, in this whole expense - and That
The Defendant Leathimer Prepon, pay to The Plaintiff
his costs, by him expended in this suit.

Pupou

vs.

Pupou

Examination of parties

The examination of Mary Whitney Taken before
The same Commissioner, at the same time and
place, and for the same purpose.

This examinant being first duly sworn
deposes and says as follows -

The same interrogatory was propounded
to the examinant as that to William
Whitney, and she confirms the state-
-ments made in his examination, and
further this examinant says the not -

Mary L Whitney

Sworn to and subscribed to before me on
The 18th day of Feby 1854.

Wm. L. Cobb Commissioner

Refou

or

Refou

Examination of Mr. Nancy Whitney

The examination of Catharine Pepoon one of the defendants, before Wm. W. Cobb, a Commissioner in the Circuit Court of Southampton, in answer to questions propounded to the said Catharine Pepoon by the said Commissioner, to be used as evidence before the said Commissioner touching a certain account referred to him for settlement by a decree rendered by the Circuit Court of Southampton on the 8th day of November 1850, in a suit in chancery therein depending between Joshua Pepoon who sues in his own right and as executor of Joel Pepoon dec'd. Plaintiff, and Catharine Pepoon, Monroe Clements, John P. Boykin and Nancy Whitney defendants.

The examinant being first duly sworn deposes and says as follows -

First interrogatory. State whether a bond executed by William Whitney and yourself on the 1st day of January 1844, payable one day after date to Joseph G. Council and by him assigned to Monroe Clements and secured by a Bond of Trust bearing date 17th August 1844, was a joint bond of William Whitney and yourself, or whether William Whitney was principal and gave his security therein - And also state what amount was paid on the 20th bond by Nancy Whitney on the 21st day of December 1847 to Monroe Clements, or his agent?

Answer. It was a joint bond of William Whitney and myself, given for the joint purchase of a tract of land from Jos. G. Council, and that the amount of

five hundred and Eighty nine dollars and Eighty seven cents was paid to The agent of Monroe Clements on the 21st day of December 1847 by Nancy Whitney. This examinant further states That the tract of land was purchased by her self and William Whitney from Joseph G. Council, and that she never paid any part of the purchased money, and that William Whitney paid nearly his proportion of the said purchased money. That they were to give \$1200. for the land and William Whitney paid \$500. Cash, and their joint bond was executed for \$700. The balance of the purchased money, and further this examinant sayeth not.

Catharine Prepon
Sworn to and subscribed to before me
on the 15th day of February 1854.

Wm. W. Cobb Clerk
The examination of Joshua Prepon the plaintiff
Taken before the same Commissioner, on the
same day, and for the same purpose -

First interrogatory - The same as proposed
- to Catharine Prepon in her examination.

Answer - That William Whitney and Cath-
arine Prepon purchased a tract of land jointly from
Jos. G. Council, but does not know any
thing of the bond executed by William
Whitney and Catharine Prepon to Jos. G.
Council - and further this examinant
sayeth not.

Joshua Prepon
Sworn to and subscribed to before me on the
same day as the foregoing -

Wm. W. Cobb Clerk

The examination of John P. Boykin on of the deposed
- ants, taken by the same Commissioner, at the
same time and place, and for the same purpose
as the foregoing -

The examinant being first duly sworn
deposes and says as follows -
First interrogatory - State what you know of a
bond executed by William Whitney and Catharine
Prepon to Jos. G. Council, on the 1st day of January
1844, and by him assigned to Monroe Clements,
and secured by a deed of Trust bearing date
August 17th 1844, and what amount
was paid on the said bond to Monroe Clements
or his agent on the 21st day of December 1847
by Nancy Whitney.

Answer - That the bond of \$700. was executed
by William Whitney and Catharine Prepon
for the balance of purchase money for land
which the said William Whitney and
Catharine Prepon had purchased jointly
from the said Joseph G. Council, and that
The amount of five hundred and eighty nine
dollars and eighty seven cents was paid
by Nancy Whitney on the 21st day of Decr.
1847, to the agent of Monroe Clements.

This examinant further states that Nancy
Whitney ^{paid} other bonds for William Whitney
and Catharine Prepon on the same day
last mentioned, which bonds were given
for the interest which had accrued on the
purchased money for the land, and that
The said bonds amounted to about \$135.
and further this examinant sayeth not.
This examinant further states specially that
Catharine Prepon handed him the pocket

look on the 21st day of Decr. 1847, containing the amount of money paid on the several bonds before mentioned, but that the circumstances stated in his deposition filed in the papers induced him to state that Stanley Whitney paid the amount above stated. And further this examinant sayeth not.

John. A. Boykin

Sworn to and subscribed to before me the day and year last mentioned

Wm. Tobole

The examination of William Whitney taken before the same Commissioner, at the same time and place, and for the same purpose as after foregoing -

Question - State whether a bond executed by you and Catherine Papon on the 1st day of Janry 1844, ^{to Lot. 4. Council} was a joint bond or whether you were principal and Catherine Papon security, and also state what amount was paid on the said bond by Stanley Whitney on the 21st day of Decr. 1847.

Answer - That this examinant and Catherine Papon purchased jointly a tract of land from Lot. 4. Council for \$1200. and that he paid \$500. Cash and that he and Catherine Papon executed their joint bond to Lot. 4. Council for the balance of the purchased money, which was afterwards paid by Stanley Whitney, and further this examinant sayeth not -

William Whitney

Sworn to and subscribed to before me on the 15th of February 1851.

Wm. Tobole, Com.

The examination of Mrs. Nancy Whitney, one of the defendants, taken before Wm. W. Cobb, a Commissioner in the Circuit Court of Southampton County, in answer to questions propounded to the said Nancy Whitney by the said Commissioner, to be used as evidence by the said Commissioner touching a certain account referred to him for settlement by a decree rendered by the Circuit Court of Southampton on the 8th day of November 1850, in a suit in chancery then depending between Joshua Pupon Plaintiff and Catharine Pupon & others depts -

The examinant being first duly sworn answers and says as follows -

Question: How did you raise the money to take in some bonds executed by William Whitney and Catharine Pupon on the 1st day of January 1844, payable to Joseph G. Council on any after date -?

Answer - I sold negroes -

Question. What negroes did you sell, and their names?

Answer - I sold Jim and Meredith.

Question. To whose estate did these negroes belong?

Answer - They were given to me by my husband ⁱⁿ his last will, during my life, and they were afterwards divided, and

these negroes were allotted to my daughter Mary, and I sold them by her consent to pay off these bonds -

Question. Were these negroes sold before or after the division of said slaves?

Answer - I do not recollect - I had bought

out all the interest. That my daughter Catharine
Purton proposed in the said slaves long before the
sale of them -

Question. Did not Mrs. Catharine Purton
join in the bill of sale for these negroes?

Answer - I do not recollect -

Staney ^{per} Whitney
Mark

Sworn to and subscribed to before me this
The 24th day of March 1857.

Wm. W. C. obh

Prison

" } Depositions

Prison

Come to home sealed. Apr

16. 1850

is admitted
It is ~~not~~ Mary Whiting,
Louisa Whiting & William
Whiting are the children of
Mary Whiting - N. H. W.

C. M. stays for Sept

The depositions of certain witnesses taken at the house of Wm. H. Stephenson at Berlin in the County of Southampton on the 30th day of March 1850 between the hours of nine A.M. and six P.M. to be read as evidence in a suit now pending in the Circuit Superior Court of Law & Chancery for the County of Southampton between Joshua Prepon in his own right and as Executor of Joel Prepon Plaintiff and Nancy Whitney &c Defendants, on behalf of the Defendants.

Nancy Whitney being first duly sworn deposes & saith

That on the 21st day of Decr. 1847 Nancy Whitney handed money to Catharine Prepon to be sent to Goodwin & Griffin through John P. Boykin for the purpose of paying off the mortgage held by Monroe Belmonts on the land owned by Catharine Prepon & William Whitney and being understood that the said mortgage should be assigned to the said Nancy Whitney. The money was placed in the name of the said Catharine Prepon at the house in which the family lived and was merely carried by her from one room to another and handed to John P. Boykin to be by him conveyed to said Griffin for the purposes above named. The family lived on the mortgaged premises. Question by Defend^t Counsel

Do you know that Catharine Prepon had any money of her own with which she might have paid off the mortgage.

Ans. I know that she did not.

Question by Defend^t Counsel

Was it the intention of Nancy Whitney to give this money to ~~Nancy Whitney~~ Catharine Prepon

Ans. I know that she did not intend to give it to me - but that she was to substitute money as exactor in place of said elements and thereby acquire all rights title which said mortgage seemed to said elements: I know this from many circumstances which occurred immediately before and at the time of said transactions as I lived in the family

Question by Dep't Counsel

Do you or do you not know whether Nancy Whitney sold any negroes just before the above named transactions to get money for the purpose of paying off said mortgage

Ans. I know that she did

Question by Plaintiff

Who was this money paid to

Ans. I saw it handed to Mr. P. Boykin - and expect it was paid to Griffin

And further this Deponent said not

Mary E Whitney

The Complainant Joshua Phipps expects to the foregoing deposition of Mary E Whitney because she is interested & because it is in a direct and in other respects illegal & informal; and the question submitted being leading

and said Whitney being next duly sworn and making the deposition, questions and answers of Mary E Whitney had concern in the same

Question by Plaintiff

Who was this money paid to

Ans. It was handed to Leatharine Phipps for Mr. P. Boykin to be by him conveyed to Goodwin G. Griffin for the purposes above mentioned

And further this Deponent said not

Louisa Whitney

The complainant Joshua Phipps expects to the foregoing deposition of Louisa Whitney, because she is interested and because it is in a direct and in other respects illegal & informal, and the question submitted being leading

William Whitney being next duly sworn deponent and said

Leatharine Phipps and myself owned the land on which Monroe elements held a mortgage - I know that Nancy Whitney sold negroes to get money for the purpose of paying off this mortgage - that she handed the money to Leatharine Phipps who in my presence placed it in the hands of John P. Boykin - whom I saw give it to Goodwin G. Griffin - for the above named purpose

The agreement was that Nancy Whitney was to substitute herself in place of said elements as exactor, and that she should hold the said mortgage with all the rights and titles as thereby specified

I was jointly concerned with Leatharine Phipps in the said mortgage

Question by Dep't Counsel

Was there now a positive agreement between Nancy Whitney Leatharine Phipps and ~~myself~~ ^{yourself} that the said Nancy Whitney was to be substituted in place of said elements with all the rights which said mortgage seemed on condition of her advancing the amount necessary to pay off the debt due elements, and taking in the said debt by agreement to herself

Ans. It was between Nancy Whitney and myself, I cannot state positively as regards her and Leatharine Phipps

Question by Plaintiff

Who was this money paid to

Ans. It was handed to Mr. P. Boykin who gave it to Goodwin G. Griffin - and said Griffin paid the money over to James Eley for said elements

And further this Deponent said not

William Whitney

The complainant, Emma Pearson relates to the foregoing disposition of William Whitney, because he is interested; & because it is indirect and in other respects illegal and informal; and the question submitted being leading.

Ans. P. Boykin being then duly sworn deposed & said,

I being trustee to the deed conveying the land of William Whitney & Leatharine Pearson to Monroe Belmonts - was ordered by said Belmonts to sell - I then advertised - but thinking that if the land was sold there would be a considerable encumbrance - advised Nancy Whitney to sell property and redeem the land - that as her property at her death would belong to all her children - the land if redeemed by her would consequently belong to them - she said that she would sell negroes for that purpose - A pocket-book was handed to me by ^{on the day of sale} Leatharine Pearson, containing money in two parcels - Goodwin G. Griffin was appointed by ^{by Leatharine Pearson & myself} some of the parties, to settle this matter - we met at his store - I paid the money to Eyma Eley agent for Monroe Belmonts and took his receipt - The bonds were accepted by said Griffin but assigned by Eyma Eley as agent for said Belmonts: The receipt was given in the name of William Whitney and Leatharine Pearson - I gave the bonds and ^{and of trust} residue of money ~~to~~ to Leatharine Pearson. I know that Nancy Whitney did sell negroes previous to the payment of this money - and she told me it was for that purpose. It was my impression when I received the money from Leatharine Pearson that it was Nancy Pearsons money. After the institution of the suit - I advised William Whitney to tell his mother Nancy Whitney to have the land transferred or she might probably be disappointed of it - My motives for doing so were as I had advised her to sell property and redeem the land, I did not wish her to sustain any loss by my advice.

Question by Dep^d Counsel

Wth William Whitney or Catharine Prepon have any means by which they might have paid off the debt with borrowing.

Ans. Catharine Prepon had no means - William Whitney had a negro man - but did not dispose of him in any way so as to get money
And further the Deponent can't say.

John P. Boykin

The complainant - Joshua Prepon excepts to the foregoing deposition of John P. Boykin because he is interested, & because it is inclined - and in other respects illegal, informal, and the question submitted being leading.

The above depositions were taken at the time and place mentioned in the caption before me a justice of the peace for the county of Southampton
S. B. Kello J.P.

I desire to explain my testimony: I stated in my deposition that my impression was that the money paid by Catharine Prepon was advanced by Nancy Whitney from the fact that she sold property as she said before & after the sale to pay or meet the debts on the land, but cannot say whether it was loaned by her, Catharine Prepon or not? or whether Nancy Whitney when it was paid by Catharine Prepon to her, looked upon the money as her own or not? That my impression was at the time ^{that} Catharine Prepon paid the money and the bonds accepted, that it was the intention of all parties to destroy or conceal both the deed of trust & bonds; for the additional ^{reason} that the receipt on the bond & signed by Amos Clements agent ~~to me~~, was written by Goodwyn G. Griffin himself: and the said receipt stated that the money was paid by the debtor Catharine Prepon, and being the agent of Nancy Whitney if the purpose simply was to assign the bond & trust to her, and let the land be still bonded, that he would have done so: he knowing what the instructions of Nancy Whitney were better than I. That the assignment on the deed of trust bearing date Dec 21. 1827. was not made when the money was paid by Catharine Prepon, but some time after that day.

John P. Boykin

Prepaw

~ } Sp. 10th

Prepaw 22

1829 July Rules

Executed on 10th

Prepaw & John P. Boykin

Myron Clements Recd

~~Franklin Clements~~

Calvert & Jones Deputy of
Lepta Dardenhoff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon ~~Thomas Whitehead~~ *Bartharin*
Prepaw, Mouron Clements & John B Boykein

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the
County of Southampton, at the Rules to be holden for the said Court on the first Monday in

July next, to answer a Bill in Chancery exhibited against ~~them~~ in
the said Court by *Joshua Prepaw in his own right and as executor*
of Joel Prepaw dec?

And unless *they* shall answer the said Bill within ^{*two*} ~~four~~ months thereafter, the Court will
take the same for confessed, and decree accordingly. And this *they* shall in no wise
omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON
R. EDWARDS, Clerk of our said Court, at the Court-house, the *20* day of

June 184*9*, in the *73* year of the Commonwealth.

R R Edwards

[One Copy to be delivered each Defendant.]

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

Shourie Clements

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *September* next, to answer a Bill in Chancery exhibited against *him* ^{*others*} *Y.* in the said Court by *Jashua*

Prepon in his own right and as executor of Joel Prepon
decy

And unless *he* shall answer the said Bill within ^{*two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *he* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *6th* day of *August*. 18*49*, in the *74th* year of the Commonwealth.

L R Edwards

[One Copy to be delivered each Defendant.]

I acknowledge the
Service of the within

Mr Clements

Prepaid

to } Sp. chg.

Prepaid by

1849 September Rules

Executed

C. L. Ballard Secy
Cor. Clay St

B. 56

Prepou
vs Commisfioner's Notice
Prepou &c

Executed on
Joshua Preeson ~~Wm~~
Whitney, Nancy Whitney
~~Katharine Whitney~~
and Mrs. Boykin
Monroe Clements
not found on Latham
Pass. James A. Bellitt
Dpty for A. Myers
Chff

Commissioners office

Jerusalem, Jan'y 8th 1851.

To Joshua Prepon suing in his own right and as
Executor of Joel Prepon dec^d. Plaintiff, And
Catherine Prepon, Monroe Clements, John P. Boykin
and Stanley Whitney, defendants.

You are hereby notified, That I have fixed
upon Monday the 3^d day of February 1851, To
take and settle, at my office, in the town of
Jerusalem, the account required to be taken
by the decree of Southampton Circuit Court
rendered on the 8th day of November 1850, in
a suit in chancery depending in said Court,
in which you are parties plaintiffs and
defendants; at which time and place you
are required to attend.

Given under my hand as Commissioner
in chancery of the said Court. the day
and year first aforesaid.

Wm. W. Cobbs

Prepon

vs 3 Subpoena

Prepon

The Commonwealth of Virginia,

To The Sheriff of Henric County, Greeting:

You are hereby commanded to summon Joseph G. Council, personally to appear before the undersigned one of the Commissioners in chancery, of the Circuit Court of Southampton County, at Bickersville in the County of Southampton, on the 15th day of February 1857, to testify, and the truth to say, in behalf of Catharine Prepon, in a certain matter of account referred to the said Commissioner for settlement by a decree of the said Court, in a suit in Chancery therein pending, between Joshua Prepon, Plaintiff, and Nancy Whitney, Mrs. P. Boykin, Catharine Prepon, and Monroe Clements defendants. And this you shall in no wise omit under the penalty of \$100. And have there this writ. Witness W. W. Cobb Commissioner of the said Court, on the 3^d day of February 1857 and in the 75th year of the Commonwealth.

W. W. Cobb

Executed on the 10th day of Febry:
1851. —

W. W. Kelly Dy: for
A. P. Phillips Shff:

Pupon

vs } notice

Pupon &

Ex. intd

James A. Galt
Dy. of Ala. Rights
Luff

Commissioner's office

Jerusalem, March 17th 1854

To Joshua Papon, Catharine Papon, Monroe Cornett,
Geo. P. Boykin and Stanley Whitney -

You are hereby notified that I have appointed
Monday the 26th day of March 1854. at Bicksville
in the County of Southampton to take further
evidence to enable me to take the account
directed in the suit of Papon vs Papon & others,
by the Circuit Court of Southampton on the 8th day
of November 1850. At which time and place
you are required to attend -

Given under my hand as Commissioner
in chancery of the said Court this the 17th
day of March 1854.

Wm. W. Cobb

Prepon & - \$213⁵⁰ due from Catharine Prepon -
seeks to sell - The Sumner Land - And give, on land
by Catharine Prepon & Wm Whitney - to Cassius? Debb -
= Nancy Whitney paid the debt - to Cassius -

Wm. Whitney & Catharine Prepon, jointly buy - William
Hay - \$500 - on 1st May 1844 - - Nancy Whitney pays
\$589. - 87 on 21st Dec. 1847 -

Because the Land to be sold - & pay 1st Nancy Whitney
then Wm. Whitneys - - then on half of the
balance to Wm. Whitney - & the other half to
Catharine Prepon Exec of said Prepon, on account
of the debt of \$213.50. due from Catharine Prepon

Just Expenses est. to
be settled

filled with some letters
repat Oct. 17. 1848.

Southampton November Court 1843.

On the motion of Joshua Prepons.

Ordered that Benjamin Griffin who is hereby appointed Special Commissioner for the purpose shall settle and adjust an account of said Joshua Prepons administration on Joel Prepons estate and make report thereof to Court.

Teste. L R Edwards Clk

Prepon vs Prepon } Reformed
report

Filed Oct. 7 '1948.

Prepon
 vs
 Prepon } In Chancery
 Reformed report

This report was recommitteed as the Court
 understands principally because the
 vouchers and account of the retainers
 were not filed with the former report.

The Court has given a thorough ex-
 amination of all the vouchers with
 with the first report and find all to be
 correct except the retainers; there
 some errors were made in not ex-
 tending the interest, which will be
 fully shewn by an examination of
 the account of the retainers and the
 vouchers which are filed with this
 report and may be considered as
 forming a part thereof.

1847

Decr.

31

By this balance found due the Executor
 of the former report filed

\$ 684 38

By amt error in the retainers of acct

" " 177 29

" "

By balance due the plaintiff

\$ 861 67

" "

By amt advanced the legatus of acct

" " 111 33

" "

By bal. due the plff without Comp.

\$ 973 00

If the Court should allow the Comp.
 the balance will then be

1109 41

Add advancements to the legatus

" " 111 33

" "

This would then be the bal. due the plff

" " 1220 74

Add the error in the retainers

" " 177 29

" "

By bal. due the plff

\$ 1408 03

If the Comp^{ro} on the official bonds

should be allowed add.

" " 114 36

1847

Decr

31

The bal. will then be due the plff of
 with interest thereon from this date till paid

\$ 1522 39

The Court is directed to receive evidence of any other claim against the estate of said Sol Prepon dec^d.

It appears that Robt Griffin Esq of Benjⁿ Griffin has paid of an Exor. in favour of James M. Clenny as one of the said Sol Prepons securities. This Exor. is charged as being due in the former report, so that this Exor. amounting to \$89.48 was paid on the 25th day June 1848 Robt Griffin therefore recover that amount with interest thereon from the said 25th June 1848 till paid

Leary Gay and Caroline his wife presents a claim founded on a balance due on an account current of the estate of Mrs Wall dec^d administered by the said Sol Prepon dec^d and on file in the Clerks office amounting to \$50.85 with interest thereon from the 5th day of May 1847 till paid

The Court is lastly directed to take an account of all property and kind of property which each and all of the legatees have received under the will of Sol Prepon dec^d and the supposed separate and aggregate value of such property.

The following is a list of the property delivered the widow & defendant at the appraised value by the appraisers who appraised the balance of the estate; and which E. Moxenbury one of the Counsel for the defendant was satisfied with

Negro Man Stepin	valued at \$550.	Long Sew in do	500	\$1050.00
" " Preston	\$400.	Sorrel horse	\$150.	550.00
1 Grey mare	\$50.	2 beds & furniture	\$50.	100.00
40 Bales Corn	at \$2.50			100.00
3 Thousand pounds gooder				15.00
1000 ^{lb} pork	at \$4.00			40.00
Double Gig and Harness				40.50
				1895.50
1 Bureau				12.00

and to James H Prepon & Son \$4.00

See the depositions of Gwallney & Whitney filed with this report—

Can^d forward

The plaintiff requested me to state specially that he had been informed by Mills E. Marshall ^{that} the defendant Caroline Prepon had employed him the said Marshall some short time past to take the negro boy Preston to Richmond and sell him for her, which said he had done for \$490. The Plff had a notice executed on the said Marshall to appear before at Vicksburg on the 17th August 1848 but he failed to attend, the object to take his deposition as to the sale of the Negro Preston

Respectfully Submitted
Comm^r for Aug 8. 3 Hrs
" " 17 4 "
Sept 20 6
13. 26. 13.00
J. C. C. Comm

see also some other report not pag. 25th Dec

Pepou

vs

Pepou et al

Commissioners Report.

1856 March 28th

Pupow

vs.

Pupow et al.

Pursuant to the decree rendered in this suit by the Circuit Court of Southampton on the 8th day of November 1850, the Commissioner gave notice to the parties (which notice is herewith returned) that he would proceed to take the account directed by said decree at his office in the town of Jerusalem on Monday the 3^d. day of February 1851, and the parties not appearing on said day, the Commissioner adjourned the taking of said account to Wickville in said County on Saturday the 15th day of February 1851. At which time and place he proceeded to take the examination of the parties plaintiff and defendants upon oath, as well as other witnesses, in order to ascertain and report the facts required by said decree. Their examinations were taken in writing by the Commissioner, and are herewith returned. The Commissioner reports, as the result of the examinations taken by him, that the bond executed by William Whitney and Catharine Pupow on the 1st day of January 1844, payable one day after date to Joseph G. Council and by him assigned to Monroe Clements and secured by a deed of trust bearing date 17th day of August 1844, was a joint bond of the said obligors, given for the joint purchase of a tract of land from the said Joseph G. Council by the said obligors, and he also reports that the amount of \$589.87¹⁰⁰ was paid on the said bond on the 21st day of December 1847, by Nancy Whitney to the agent of Monroe Clements. The Commissioner further reports specially, by the request of the Council for the defendants, that the tract of land above referred to was purchased jointly by William Whitney and Catharine Pupow for the sum of \$1200. That William Whitney paid \$500. Cash, and that

The said William Whitney and Catharine Pupon executed their joint bond for \$700. The balance of the purchase money. That Catharine Pupon never paid any part of the purchase money, and with the exception of the \$500. paid by William Whitney, the whole purchase money was paid by Nancy Whitney.

Respectfully submitted
Wm. W. Cobb Com.

Commissioner's fee \$12.00

Charged to Nancy Whitney &
Catharine Pupon.

Wm. W. Cobb Com.

Commissioner's Office

March 25th 1887.

After the above report was made up, at the request of the Counsel for the plaintiff, The Commissioner again summoned the parties to appear before him at Bicksville on Monday the 24th day of March 1887. for the purpose of taking the examination of Mrs. Nancy Whitney. Her answers were taken in reply to interrogatories which the plaintiff wished to be propounded, and are herewith returned with this report.

Respectfully submitted
Wm. W. Cobb

Prepon
v. Com. Report.
Prepon &c

1853. Feb. 26th

In obedience to a Decree of the ^{Circuit} ~~County~~ Court of
 Southampton rendered at the November Term 1857, in the
 case *Prison v. Prison &c* I did as therein directed
 advertise and sell to the highest bidder, ~~for~~ a credit
 of Twelve Months, the tract of land in the proceedings
 mentioned called Sunnyside, being the same tract conveyed
 in a Deed of Trust from Wm Whitney & Catharine Prison
 to Geo. J. Boykin; and Demaree Dole became the purchaser
 in the sum of \$1056. and as further directed did
 out of the proceeds after paying expenses of sale, pay
 to Nancy Whitney \$589.87 with interest from December
 21st. 1847. and to William Whitney \$260.44.

Amount of Sale		\$1056.00
	Shffs. Com:	30.12
		<u>\$1025.88</u>
To \$: Nancy Whitney	\$765.44	
" \$: Wm Whitney	<u>260.44</u>	<u>\$1025.88</u>

Samuel Wells Shffs.

Propose

2 } Exhibits with Bill

Propose &c

Southampton Circuit Superior Court. November 9. 1848.
Joshua Prepost executor of the last Will and testament of Joel Prepost dec'd. Pliffs:

against
Catharine Prepost, Nancy Whitney, Benjamin Drow, Robert & Jos. Prellow, Wm.
McClenny, Henry Gwaltney, New Faison, Mary E & James Prepost & James E Gleyton

This day this cause came on to be again heard on the papers formerly read and on the reports of Commissioner Cobb made in pursuance of the order of this Court pronounced at November Term 1847 and of May Term 1848. and the Court adopting the report of 1847 which excludes the Commissioners and extra costs on the suits on the official bond and confirming the same and also confirming the report in reference to the outstanding debts and also confirming the report made under the order of 1848. to which there is no exception. On consideration of which reports and argument of Counsel the Court, by consent of parties, doth adjudge, order and decree that the Sheriff of Southampton County take possession of the slaves Stephen (long), Lewis, Preston, a sorrell horse, gray mare, two beds and furniture, one double gig and harness, being the property owned by Catharine Prepost of Joshua Prepost executor of Joel Prepost. and advertising the same for thirty days by advertisement at the Courthouse door of Southampton County, sell at the Courthouse of said County on some Court day the said property for cash, and out of the proceeds, if sufficient, pay the debts herein after mentioned, if sufficient, otherwise to pay the same pro rata, that is to say. To Henry W Holliman two hundred and sixty dollars and eight cents with interest on two hundred and fifty two dollars and nineteen cents a part thereof from the 14th March 1845 till paid to Robert & Joseph Prellow the sum of seventy six dollars & forty seven cents with interest from the 2^d day of May 1843. till paid. To Robert Prellow the sum of One hundred & ninety five dollars seventy two cents with interest on one hundred and eighty nine dollars and nineteen cents a part thereof from 22nd of May 1841. till paid. To Robert B. Biffen executor of Benjamin Biffen the sum of Eighty nine dollars and forty eight cents with interest from 25 June 1848. till paid. To Cary Gay & Caroline his wife the sum of fifty dollars and eighty five cents with interest from 5 May 1847 till paid. And if the proceeds of sale of the above named property should be more than sufficient to pay the above named debts, then he shall pay to Joshua Prepost, eight hundred and sixty ^{one} ~~eight~~ dollars sixty seven cents with interest on six hundred and eighty four dollars and thirty eight cents part thereof from December 1847 till paid. And the Court doth further adjudge, order and decree that Catharine

Prison pay to Joshua Prepon the sum of two hundred and thirteen dollars and fifty cents with interest thereon from the 23^d day of December 1842 till paid. And liberty is hereby reserved to the plaintiff to ask for further relief if this decree should prove unavailing)

a 4^{Copy}

Teste. J. R. Edwards Ck

The Commonwealth of Virginia: To the Sheriff of Southampton County, Greeting.
We command you that of the goods and chattels of Catharine Prepon late in your bailiwick you cause to be made the sum of two hundred and thirteen dollars and fifty cents with interest thereon from 23^d December 1842 till paid which Joshua Prepon lately in our Circuit Superior Court of Law and Chancery for Southampton County hath recovered against the said Catharine Prepon by a decree of said Court, whereof the said Catharine Prepon is convict as appears to us of record. And how you shall have executed this writ make known at the Clerks Office of our said Circuit Superior Court of Law, at the Rules to be holden for said Court, on the first Monday in February next. And hence then this writ Witness Littleton R. Edwards Clerk of our said Court, this 26th day of November 1848 in the 73^d year of the Commonwealth.

J. R. Edwards Ck

Sheriffs Return. "No Effects. Calvert D. Jones Deputy of Septim Darden Shff"

Copy

Teste

J. R. Edwards Ck

This Indenture made this 17th day of August in the year One thousand eight hundred and forty four between William Whitney and Catharine Phipson of the first part, Jas. P. Boykin of the second part, and Joseph S. Council of the third part, and all of the County of Southampton and State of Virginia:

Whereas the said William Whitney and Catharine Phipson are justly indebted to the said Joseph S. Council in the sum of

Seven hundred dollars as due by bond bearing

date The first day of January 1844 more fully appears, which debt with the legal interest thereon arising, the said William Whitney and Catharine Phipson are 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 current money of Virginia to the said William Whitney and Catharine Phipson in hand paid by the said Jas. P. Boykin at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, they the said William Whitney and Catharine Phipson have given, granted, bargained, sold and confirmed, and by these presents do give, grant, bargain, sell and confirm to the said Jas. P. Boykin his heirs and assigns forever all that certain tract or parcel of land situated, lying, and being in the County of Southampton and State of Virginia whereof Capt Silas Summerell died seized and possessed, and more lately the property of Joseph S. Council by whom it was sold to the aforementioned William Whitney and Catharine Phipson. Containing Five Hundred and eighty six Acres by recent survey, be the same more or less also bounded as follows to wit: By the lands of Patrick Roles. Asham Jordan, the dividing line of the old Store tract, now John Boykin's line, to the run of the Seacock Swamp, thence down the various courses of said Swamp to a Cypress a corner in the Brits Boykin land, thence along a small branch being the line of the Brits Boykin land, to a forked Sweet Gum, thence along a line of marked trees to Patrick Roles's line, with all and singular the appurtenances, to the said tract or parcel of land belonging, or in any wise appertaining, and all the estate, right, titles

title and interest of the said William Whitney and Catharine Prepson in and to the said granted or intended to be hereby granted tract or parcel of land and premises. To have and to hold, the said hereby granted or intended to be hereby granted tract or parcel of land and premises with the appurtenances hereby conveyed unto the said Ino. P. Boykin his heirs, exor.^s adm^r, or assigns forever, to the only proper use and behoof of ~~him~~ the said Ino. P. Boykin his exor.^s adm^r and assigns forever, and the said William Whitney and Catharine Prepson, for themselves, their heirs, exor.^s and adm^rs do hereby covenant, promise and agree to and with the said Ino. P. Boykin his heirs, exor.^s adm^r and assigns forever, in manner and form following, to wit: That the said William Whitney and Catharine Prepson, their heirs, exor.^s and adm^rs the aforesaid tract or parcel of land and premises with the appurtenances thereto belonging, hereby conveyed unto the said Ino. P. Boykin his heirs, exor.^s adm^r and assigns, against all persons whatsoever, shall and will warrant and forever defend by these their presents: Upon Trust nevertheless, that the said Ino. P. Boykin his heirs, exor.^s & adm^rs shall permit the said William Whitney and Catharine Prepson to remain in quiet possession of the said tract or parcel of land and premises with its appurtenances, and upon this further trust, that the said Ino. P. Boykin his exor.^s, adm^rs or assigns shall upon default of the payment of the debt aforesaid, either in whole or in part, upon the request of the said Joseph G. Council, his heirs, exors, adm^rs or assigns, advertise the said land at twenty days notice, at three or more publick places in the County, one of which at Jerusalem on some Court day, and sell for Cash the aforesaid tract or parcel of land, and out of the proceeds of such sale, first pay and satisfy all costs attending this trust, then the debt with the interest that may have accrued thereon, and the balance, if any, pay over to the said William Whitney and Catharine Prepson, or to such other person or persons as may legally represent them, 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, Acknowledged

I Ditto in Presence of

Thomas D Boykin ~
Mills D Boykin ~
Charles H Council

William Whitney Seal

Catherine Nelson Seal

John D Boykin Seal

Jos. Laurence Seal

19 Aug. 184

December 21 1844 ^{for Mrs} Sapeyn The within adventure
 to Mrs Nancy Whitney for value received from
 her with but reserved to her or my daughter to
 this within trusted his heirs etc

witness
 Mary L Whitney

Mr Clement
 J P Boykin Trustee

Test J A. Edwards Secy

Williamson County in the State of Ohio the 12 day of August 1844
 the said of Justice between Mrs Whitney & Charles Boykin of the
 first part the said Boykin of the second part & Joseph S. Boykin of the
 third part was granted by the said of Justice J A. Edwards to the said
 Charles S. Boykin the within adventure to receive

from Whitney &c
 to Charles S. Boykin

Whitney &c
 To J. J. Dora
 Councilman

1844 August 17. J. A. Edwards

Record Book 252


Examined
 J. A. Edwards

Examiner of the 1844-45 paper the within to the County

George May
 Clerk

J. A. Edwards

Recd. of Amount
Paid and
being

\$73.12 On demand we promise to pay Thomas
Clements or his order or assigns The just and full
sum of seventy three dollars and twelve cents good
and Lawfull money of Virginia It being for
value received from him for the true perform-
ance we bind our selves our heirs &c as with
up our hands and seals this 15th October 1846

Witness

Patrick Dohy Junr

James L. Eddy

Catherine Person and

William Whitely and

and

Rec Decm 21st 1847 of Wm Whitney & Catharine
Prepon the Sum of Seventy two dollars & 60^{cts} in full
for the within bond & Interest which Bond is Specified
in a deed of trust from said Whitney & Prepon to Mr
Clements given the 15th of October 1846

Emm J. Ely
for Mr Clements

William Whitney
&c

to 3 note

Mr. Clements

\$73.12

Sept 7 1864
To the
V.
My dear Mr. Clemens
L. M. Clemens

Rec^d Decm^r. 21st 1841 of John P Baykin his
full proportions of money due Monroe Clement.
as Trustee to a deed of Trust from Wm Whitney
and Catharine Prepon to Joseph G Council
which deed of trust was transferred from the
said Jo^s G Council to the said Monroe Clements.
Witness

Edw^d S Eley,
for Monroe Clements

One day after date we William
Whitney & Catharine Prepon do
~~bind~~ ourselves our heirs Executors
administrators or assigns to pay or cause
to be paid unto Joseph G. Council
his heirs, Exec^r. Adm^r. or assigns the just-
and full sum of seven hundred
dollars lawful money of Virginia for
value received of him, in witness where
of we here unto set our hands and
affix our seals This first-day of January
1844

Witness

Thomas L. Boykin

William Whitney Seal
Catharine Prepon Seal

John S. Gregory
 Henry Whitney & Co
 of agents the within to
 December 21 1847

George. May
 Michl. J. G. B. C. C. C. C.
 to on account
 of the within
 November 29th 1845

Dec 31st 1845 Received Two hundred
 dollars
 ready for by seven cents in part
 this amount.

Whitney & Co.

bond

\$700.00

Rec'd Decm^r 21st 1847 of William
 Whitney ^{and Catharine B. B. B.} the sum of Five Hundred &
 Eighty nine dollars 89/100 in full
 for the ^{balance of the} within bond & interest up
 to this date. Which bond was
 secured in a deed of trust given
 to Lo^d & Council & transferred to
 Monroe Clements.

Cum & Co
 for M. Clements