

1838-006 Chancery Causes John Urquhart vs Albert G. Shivers val
Dale of Wight County

other surnames: Dixon
Laurence, Lightfoot, Milby,
Groce, Whitehead, Wrenn,
Ross, Jones, Wilson

upon the comp.^t or some person for him, executing bond with sufficient security in the penalty of five hundred dollars in the clerk's office of the circuit superior court of law & chancery for the county of Isle of Wight payable to the order of Albert G. Shivers and John M. Shivers conditional to pay all such damages as may accrue to them in case the injunct should be dissolved, an injunct. is awarded according to the prayer of the bill to restrain them the said Albert G. Shivers and John M. Shivers from all further proceeding on the warrant of forcible detainer in the bill mentioned, and from all other steps having in view the ejectment of the comp.^t from the mill seat in question.

Rich^d. H. Baker
Dec. 8. 1836.

To the clerk of the
sup. court &c. of Isle of W.
county -

Shivers
3. 1837
3. 1837
3. 1837
December 13th 1836 file
filed in junction bond given
by Shivers & Shivers
February 5th 1837
Ans. of Albert G. Shivers
filed
May 9th 1837 answer to bill
May 1st 1837 - dep. of
A. D. Jones filed
May 1st 1837 decree - see
over book
May 1837 cont.
May 1838 refut. ans. & cont.
Dec 10th 1838 decree for
the bill

Shivers and John M Shivers and also Bartholomew
Keyfoot, Lemuel B Wheelhead and Willis Wilson (The
three latter being parties to the deed of the 11.th February
1836) may be made defendants to this bill and may
answer all and singular its allegations as specially
as of here particularly interrogated to each of them:
That the said Albert G Shivers and John M Shivers
may be restrained by an injunction from proceeding
on the warrant of forcible detainer and from all
other steps having in view the execution of your
order from the well seat aforesaid; That the real
estate purchased by the said Albert G Shivers or aboves-
tated and the slaves Sam and Moses may be
declared to be held only as a security for the sum
for which the said Albert G Shivers is responsible, with
interest; That your order may have an opportunity
of redeeming the same and in default thereof that
it may be resold; That the deed of date of Febry
11. 1836 may be cancelled so far as the said Albert
G Shivers and the six hundred dollars are concerned;
That the debt from Albert G Shivers to his brother
John M may be declared void, and that such
other and further relief may be had as consists
with equity and your order case.

Stapen County to wit

John Urquhart appeared before me a Justice of
the Peace for the County aforesaid and made
oath that the facts and statements contained in
the foregoing bill are true to the best of his
knowledge and belief. Given under my hand this
5.th day of December 1836.

Thos. (Orke) J.P.

For. He has however in violation of this arrangement not only refused to become security for your estate for Negro him and to advance him money, but has actually sold one half of all the property bid off by him to his brother John M. Shivers, as will appear by a copy of the deed filed herewith. Your estate avers that the said John M. Shivers was present at the sale on the 10th of February and was acquainted with the arrangement as above stated.

By this combination and by these fraudulent means an attempt is made to wrest from your estate property worth upwards of ten thousand dollars and that too by persons claiming kindred with his wife and pretending to be his friends, for a debt of about thirty five hundred dollars.

By the arrangement it was perfectly understood that your estate was to remain in possession of the property and was to use it as his own; no particular time was fixed for his paying the debt but when the deed of trust intended to secure the expected advancements and security for Negro him on the part of Abner S. Shivers was made, two years was given your estate to pay the amount, and that time at least he intended was to be given him to redeem the land.

Within a day or two your estate has been served with a copy of a warrant notifying him that the said Abner S. & John M. Shivers intended on the 16th of this month to proceed in a summary way to turn him out of possession of the said mill seat which is his residence: the said copy he files herewith. As all these proceedings are against justice and fair dealing and as your estate is without relief save in a Court of Equity where matters of this kind are cognizable, he prays that the said Abner S.

ation interest in a tract of land which his wife had in her possession when he married her, to Charles F. Whinn in trust for the purposes of and as will appear by a copy of the deed filed here with.

The said de la Roche and Whinn having advised that the property in the said deed mentioned would be sold at auction on the 10th of February 1836, the parties made an arrangement as the money was not immediately wanting, that it should be sold on a credit of twelve months carrying interest from the day of sale. In this situation Albert G. Shivers, who is a nephew of your orator's wife and who expressed great solicitude for her welfare, undertook himself as a friend and your orator expressing avers that before the sale Capt. John Ross as the agent and on behalf of your orator made the following arrangement with the said Albert G. Shivers; that he the said Shivers was to bid off the real estate mentioned in the said deed for the use and benefit of your orator at a sum sufficient to cover the principal and interest of the debt and the costs and commissions of sale, that a conveyance was to be made to the said Shivers by the said trustees, that your orator was to remain in possession of the said property, that Shivers was to be your orator's security for negro hire to furnish money to purchase oxen team &c. which your orator was to secure by a deed of trust upon other property; that with these means your orator was to go to work on the land and pay for the property out of the avails of the lumber and sawing business. That the land was accordingly put up at auction and bid off as follows by the said Shivers to wit the mill seat at nineteen hundred and fifty dollars, the meadow land at one hundred and fifty one dollar and the other land (except that which came by your

orator's wife) at twelve hundred and eighty five dollars, these several sums making what was then supposed the amount required to be raised under the deed of the said. Upon a calculation afterwards made it was ascertained that the aggregate of these sums was less by one hundred and fifty one dollar and ten cents than the amount required. To secure this your orator conveyed his interest in negroes Sam and Moses by an absolute deed to the said Shivers but on point of fact only in trust to secure the payment of that sum. Your orator files herewith ^{copies of} the several conveyances from the said trustees to the said Shivers and a copy of the bill of sale as parts of this bill.

To secure the said Shivers for his promised undertakings in becoming security for your orator for negro hire and for advancements in money expected to be made under the agreement above set forth, your orator on the next day to wit the 11th of February 1836 conveyed certain property to Bartholomew de la Roche in trust. In that deed six hundred dollars are inserted as due to said Shivers. Your orator avers that not one cent of this was in reality due to the said Shivers and that that sum was inserted in contemplation of what the said Shivers was expected to do. Besides the said Shivers and de la Roche, Lemuel B. Whitehead and William Wilson are parties thereto as will appear by a copy of the deed filed herewith.

Your orator avers that the property bid off by the said Shivers is pretty well worth from two to three times the amount of the nominal sale to him and that it would have sold for a much larger sum but for the understanding among the persons present that said Shivers was bidding for your orator's benefit, and immediately after the sale the said Shivers declared that he had bought the property for your orator.

To The Honourable Richard H Baker Judge of the
Said Superior Court of Law and Chancery for
the County of Isle of Wight Humbly complaining
sheweth to your Honour your orator John Wagoner
that being the owner of a large and valuable real
estate in the said County of Isle of Wight consisting
of the following tracts to wit: one containing eight
hundred and twenty nine acres called "Ricks"; one
containing two hundred acres purchased of Ann
Lawrence; one containing ninety one and a half
acres purchased of George Dixon; a Water Mill and
Saw Mill with eight acres of land attached thereto;
and also a tract of land lying in the County of
Stamford containing one hundred and twenty three
and a half acres purchased of Thomas Lawrence, and being
indebted to sundry persons by executions and forthcoming
bonds in the hands of Joseph B Whitehead the Sheriff of
Isle of Wight County, in the sum of Three Thousand
dollars, your orator on the 6.th of June 1835 conveyed
the above mentioned estate (with some personal property)
to Bartholomew Lightfoot in trust to pay to the said
Whitehead the said sum of \$3000, as will appear by
the deed, a copy of which is filed herewith. That after-
wards to protect more effectually the said estate to
wit: James Ellibby, Willis N Groce and the said J. B
Whitehead to one of the claims in the hands of the
said Whitehead to wit, a forthcoming bond to Edwin
Ricks in the penalty of Three thousand six hundred
and eighty three dollars (and which was one of the claims
included in the said \$3000 secured by the deed of
June 6. 1835) your orator on the 28.th of July 1835
conveyed the said Mill and Saw Mill and the land
and buildings attached thereto, the tract called "Ricks",
the tract purchased of Ann Lawrence, the tract purcha-
sed of George Dixon, some personal property and your

Albert L. Shivers

ad: 2 1/2 years

captain

File & Rules 1837
ans. file

Althaus & Co.

and did not produce enough to pay
him that the said urgent shall be
his bond for the sufficiency
having sworn he pay him to his
as much with his reasonable
in this behalf verily sworn

signed

Albert G. Thiers

County of Delapwight. This day Albert G.
Thiers ^{came} before me a justice of
the peace for said County and made
oath that the foregoing answer is true
so far as it appears on his own know-
ledge, that so far as it depends on the
knowledge of others he believes it is true.
Given under my hand and seal
this ¹¹ day of February 1833

J. A. Jordan

(Signature)

was bound to raise money on to be saved
and the only course left to him was to
sell what part he could. - In answer
to the charge in the complaint, he says
that the property would have sold for
much more than it did, & that the
public security was that this agreement
was made for the benefit of the count.
He says, that two or more persons had
been in himself, and that he has been
since the purchase and has
come to the conclusion that it is better
that he gave more for the said house
than any one else, and in fact that
he is willing to pay more for it
than he is willing to pay for it
take for it the amount which he gave
to pay with interest thereon, so as
that he can be assured of a good
return on his money - but he is not
willing to pay for the property, and he fears
that if it shall be resolved it will not
bring enough to save him from loss,
moreover he apprehends that the cost
will be a serious injury to the property
before this case can be heard, and
is not able to make good the damage.
Your respondent has done no doubt a
foolish thing in he coming involved in
this subject, but he did so without
mathe reflection, and certainly without
design to commit a fraud. - He is
willing for the Court to make any order
in the premises, whereby he is to be re-
imbursed, and fully indemnified - but he
hopes, and asks that if the property shall be

This defendant avers, that after he had time
to reflect properly upon the import and
hazardous connection into which he had
suffered himself to be thrown, went to the
complainant and urged him to procure
some friend who would purchase the
said property from him respondent at
the price he had agreed to pay, because
he knew he was risking in a high degree
the interest of his own family by contrac-
ting with so large for property
he did not want. He could not prevail
upon the complainant to relieve him,
he then offered it to Watson P. Jordan
of Smithfield for two thousand dollars
less than he had agreed to pay, because
he concluded he would sacrifice \$200
to get rid of the property being anxious
for in that attempt, he advertised in the
Beacon, a New paper published in New-
York his wish to sell and did propose
to sell it to the highest bidder but he
could not find a purchaser. In this condi-
tion, having repeatedly offered it to
the complainant who failed to take it,
respondent introduced his brother
John H. Shiver, to purchase from him
one half of all the property purchased
of the Court, at the sale, and offered
the said complainant, this defendant
then believing that as the said respondent
had been from February until July to
find a friend to purchase, and had
failed, he respondent had the per-
fect right to sell and convey the whole
or any share of the said estate for his
own benefit, and to enable him to
comply with the contract of purchase, he

time previous to the purchase ~~and~~ he
agreed to become security for the ~~same~~
negotiant or to his slaves, purchase team
or for his benefit but after this respondent
had involved himself in this matter &
become the purchaser of the real estate
in the bill mentioned, he agreed that
he would act the said negotiant if he could
to enable him to purchase back the property
and he admits that the debt mentioned in
the deed of trust of the 11th of February 1836
as due to him of \$600 was not given for
a debt then due and owing by the said
negotiant but was given for the purpose
and with this understanding to wit,
that if in the said negotiant failed to
redeem the property offered in a reason-
able time and he the said defendant
should have to sell it for less than cost
then the said defendant had to set off \$600
mentioned in the said trust of the 11th
February 1836, was to be held as an indem-
nity to pay the defendant for the loss
which he might sustain by having
bought the said real estate and made him-
self responsible for the purchase
money, when in point of fact he
did not want the property. This was
the inducement which caused the
obligation of \$600 to be given. but he
never did oblige himself to become the
security for the said negotiant, detention
slaves or purchase team. after the pur-
chase of the property, he was frequently
soured and urged by the friends of
negotiant the complainant and especially
by John Pop to borrow money for the
use and benefit of the complainant, but

he did not agree to do so, because he was
aware that the said negotiant was then
involved in great pecuniary difficulties
and the property which might have been
purchased for him or the responsibility
of non respondent, would immediately
have been taken to satisfy creditors against
the complainant, and he well mentions as
one circumstance going to prove a constant
suspicion that he was not intended to become
security for negotiant, that previous to the
sale of the property which he purchased
the complainant was against the complainant
and was ~~not~~ ^{not} ~~with~~ ^{with} ~~the~~ ^{the} ~~pop~~ ^{pop} ~~the~~ ^{the} ~~office~~ ^{office} that
no property could be found whereunto
to satisfy the said execution and the
same circumstances at the time of the sale.
Now respondent does not as stated in the
bill offer his services to defend the com-
plainant, but the truth is that he
was prejudiced, it is a hurry and with-
out reflection, a circumstance which
he has since great cause to regret. This
defendant as regards to the bill of sale for
the slaves gives this account - that is to say
that after the purchase of the real estate
upon a settlement it was found that
the purchase money lacked about \$157.10
of paying the debt for which the deed of
trust had been given and when respondent
the complainant then agreed to take to non
respondent, some and more in which he
an interest for the life of his wife, for which
reason this defendant undertakes to make
a previous deed of trust for the benefit of
Mr. B. Whitings - this sum of \$157.10 was
respondent actually paid for the said nego-
-nant. and he took a bill of sale for them.

To the Honorable Richard B. Baker Judge of the Circuit Superior Court of Law and Chancery for the County of Blount. The separate answer of Albert J. Shivers of the County of Blount to the bill of injunction in the said Court exhibited by John Legubart against him and others.

The respondent for saving and reserving to himself now and at all times hereafter, all manner of benefit, and advantage of exception to the manifold errors, imperfections and false allegations in the complainant's bill contains for answer thereto, or unto so much thereof as he is advised it is material for him to make answer unto, for answer, says that on the tenth of February last past, he attended at the sale of the property advertised to be sold by Bartholomew Lightfoot and Charles J. Mendenhall belonging to the complainant John Legubart. When he went to the place now respondent has no idea of purchasing the property, but on arrival there, he found that Legubart was expecting Mr. Watson P. Jordan there as he said to purchase the property and afford him an opportunity to redeem it. Mr. Jordan, not arriving, an application was made to now respondent to interpose and purchase the property then about to be sold, and to allow the said Legubart to redeem it. This respondent incautiously did buy the real estate described in the bill, for which he agreed to pay \$3537; out of that sum he paid the expenses of the sale and gave his bonds with security for the balance and has discharged a part of the debt - and he admits that at the time he suffered himself to be seduced by the persuasions and solicitations of the said John Legubart and one John Ross who urged him to purchase the property, he did agree that the said Legubart should have the said property from now respondent provided he would pay him the amount of his purchase money with interest and indemnify now respondent but he wholly denies that at that time, or at any

John Mc Sherry

as: 2/3 account

John Cargill

July 9th 1837. arrived
filed

Thomas R. D.

already has been subjected to manifest
injury because, supposing he had bought a
good title, he prepared to settle at the
Mill and to pursue an employment which
he hoped to make profitable. He has
made many arrangements for doing
business there the next year and is
convinced of the fact accordingly he only
the plaintiff, all his arrangements are
frustrated at this season of the year
when a serious injury must be the result.
This defendant denies all fraud, con-
-trivance & says, the injury must be the result
of his own fault but at the same time he
willing to surrender all his right and
title to the above property if he can
be indemnified and saved any loss.
He prays the Court to protect his interest
and upon the complaint for fraud
proof of all his allegations, and having
succeeded, he prays he be permitted
to —

(Signed) John M. Shivers

County of Washington, D.C. This day came
before the undersigned Justice of the Peace
County John M. Shivers who made oath
that the foregoing complaint is true so far
as appears on his knowledge, and that
as far as it appears on the knowledge
of others he believes it to be true. Given
under my hand and seal of the County
of Washington, D.C. this 18th day of July 1877.
(Signed) J. M. Shivers

This defendant further says that sometime while
defendant was in possession, he believed about
the first of August last season after he purchased
from A. G. Shivers, he the said defendant promised
that he would pay \$150 for the rent of the
property ^{until the first of November} if the said
A. G. Shivers and his wife should not come back —
he confidently expected to get possession
until the latter part of the year —

To the Honorable Nicholas Baker judge of the
Circuit Superior Court of Law and Chancery
for the County of Dillig Wight. The signature
of John Le Shivers, to the bill of complaint in the
said Court exhibited by John Le Shivers against
him and others. The respondent says in answer
to himself now and at all times hereafter all
manner of benefit and advantage of exception
to the errors, imperfections and false allegations
in the complainant's bill contained, for answer
thereto, or unto so much thereof as he is ad-
vised it is material for him to answer in
answer says he was at the sale of the property
of Le Shivers mentioned in the complainant's
bill, but he expressly denies that he had any
agency in any arrangement which may
have been made between Le Shivers and
Albert Le Shivers or any person as agent for Le Shivers
and did not learn from Le Shivers or
Albert Le Shivers any such arrangement as
is mentioned in the bill. Sometime after the
sale of the property to wit, about the day of
1836, the said Albert Le Shivers applied
to your respondent, and begged him to take on
half of his purchase under the said deed
of trust and from Le Shivers, as he did not want
the property and was anxious to get clear of it,
and therefore the respondent agreed to purchase
and did purchase from the said Albert
Le Shivers one half of all the said property
at the price the said Albert Le Shivers had
bought it, or rather in that proportion, &
thereby crediting Le Shivers his bond to the
said Albert Le Shivers for \$1768.55 being
one half of the sum agreed by the said
Albert Le Shivers to be paid for the whole
property. The respondent supposes at the time
he purchased that he had bought a good title
to the one half of the said property, and
certainly with the intention to practice a
fraud upon the said Le Shivers, or to do
any wrong. He has paid already a consid-
erable part of his purchase money, and

State of Wright County Jct: Whereas Albert J. Shivers &
John M. Shivers have made complaint before one (an
oath of the said Albert J. Shivers) a justice of the peace for
said County that John Morgan unlawfully and against
their consent hold them out of possession of a certain
tenement containing by estimation eight acres
of land & usually called Morgan Mill formerly
McLeathans with the appertenance, hereunto
belonging, lying and being in the said County
and have prayed restitution of the possession
thereof: We are therefore in the name of the
commonwealth to require you to summon
the said John Morgan to appear at the
Court house of your County on the 16th day of
December 1836 before the justices of the Coun-
ty aforesaid to answer the complaint afore-
said and also to require you to summon at
least 18 good and lawful men being free-
holders of your benchwork and not of him to
either party then and there to be attendant
upon the said justices as Jurors to try the complaint
aforesaid. You are furthermore required to give
notice of this warrant to at least two other Jus-
tices of the peace for the said County and to request
their attendance at the time and place afore-
said; and have them there this warrant.

Witness my hand and seal this 3rd day of
November A.D. 1836

To the Sheriff of
State of Wright County

W. P. Lord

Urquhart

vs.

3 depositions of
Shivers A. D. Jones

May 1st 1837 came to take
under seal, & filed

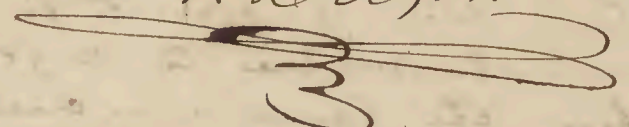
The Clerk of the Superior
Court of the County
County

for the benefit of the Plaintiff?

Ans - It was my impression + I heard it spoken
of whilst the sale was going on, that it was
bid in for the benefit of Mr. Urquhart -
and I further heard an observation made
by Capt. Rouen - "that he'd be bound no deed
would be ~~can~~ given for it." And I replied
that I thought a deed would be given,
notwithstanding it was bidden in - -

Quest - Abram D. ^{his} Jones
Mark

I hereby certify that the foregoing
deposition of Abram D. Jones (the said Jones first
being duly sworn) was taken before me
a Justice of the Peace for the County of
Norfolk at the place and on the day
and within the hours mentioned in the
caption to this deposition, and as for the
purposes therein mentioned -

29th April 1837. H. Wilson J.P.


The deposition of ~~Abraham~~ ^{Abraham} Jones taken at the Office
of Court & Chancery in the Town of Portsmouth in
the County of Maryland between the hours of nine O'clock
in the forenoon and six O'clock in the afternoon on
Saturday the 29.th of June 1837 to be read as evi-
dence in a suit pending in the Circuit Superior Court
of Law and Chancery for the County of Isle of Wight
in which John Urquhart is Plaintiff and Anne G.
Stevens and John Stevens and others are Defendants.
This Deposition being duly sworn answers as follows
to the following interrogatories.

Question by J. P. Council.

Were you present at the sale of the
Urquhart's land on the 10.th of February, ¹⁸³⁶ ~~1837~~ and if
so will you state all that you know about it.
Ans - I was at the sale - and observed Mr Albert
G. Shivers, Capt John Robt & the Pltff in conversation
for some time before the sale, which was understood
to have been postponed for a considerable time to
allow the parties to negotiate the matter. -
When the land was sold, it was bid off to Mr
Albert G. Shivers. - Shortly after this I returned
home and in the course of two hours after the
time of the sale - Mr John Shivers with others came
to my house - I asked him why he had not bought
the land, he at first jocularly observed - "that he
had" - but a few moments after stated that Mr
Urquhart would take the land back by June
if he ^{could} pay for it - and if not that then he
(John Shivers) would take it -
questioned by Pltff's Council - Was Mr John
Shivers at the sale?

Ans - he was there -

Quest. - Was it your impression & did it seem
to be the general understanding of all persons
present - that Mr Albert G. Shivers was bidding

Pursuant to the annexed decree the undersigned after having advertised the time & place of sale according to the direction of the decree did on the 14th of December 1837 sell to the highest bidder on a credit of twelve months the several tracts of land named in s^d Decree at which sale John Hop became the purchaser of the great Saw Mills for \$1500 the Thomas Lawrence Land for \$450 the Dixon Land for \$66 and the Am S Lawrence Land for \$350 making the sum of \$2366 and Albert & Shivers & John M Shivers became the purchasers of the River Mills Land for \$1850 and the undersigned took bond from the purchasers payable to himself as he was advised so to do by the Council for the defendants which bond he has ready to abide the further order of the Court

James M. Duck Sheriff of
Isle of Wight Co. Va.
May 7th 1838.

Amount of debt	\$3537.15
Paid to the 14 th Dec 1837	391.41
Cost	21.03
	<u>3949.59</u>
Cash.	87.98
	<u>4037.57</u>

Advertising	
Receipt.	6.50
Writing two deeds	
to purchasers	5.00
1 Bond	63

Lawrence Bonds	---	\$ 1265. 04
Conv ^s to Lightfoot	...	63 - 26
Millbys bonds	- - -	2106 - 00
Wrenns conv ^s	- - -	102. 85
		3537. 15

Lugubart v. Shivers & al.

This cause came on this day to be heard, by consent of parties, on the bill, answers, exhibits and depositions, and was argued by counsel: On consideration whereof, ^{by consent of parties} the Court doth adjudge, order and decree, that unless the plaintiff John Lugubart doth within ten months from the date whereof, pay unto the defendant Albert G. Shivers the sum of \$3537.10 — with interest thereon, to be computed after the rate of Six per cent. per annum from the 10th day of February 1838 — until paid, and the costs of this suit, the Sheriff of this County, after giving ~~them~~ 4 — weeks previous notice, by advertisement published in one or more public newspapers in the Town of Norfolk and at two or more public places in the County, do expose ^{on the premises} to sale ~~by~~ public auction, on a credit of 12 Months, ^{the the purchaser giving to the said Sheriff} the several tracts of land, including the Grist and Saw Mills, in the bill mentioned, and which were conveyed by the said Lugubart to Bartholomew Lightfoot and Charles F. Wrenn in trust for the purposes ~~intended~~ mentioned in the several deeds taking bond with good security from the purchasers Vases of trust on the property of trust referred to ~~to~~ in the bill, and out of the money arising from the said sale, after defraying the expenses thereof, pay the defendant Albert G. Shivers the said principal sum of money, interest and costs, and the surplus of the proceeds of the sale, if any, pay the plaintiff Lugubart, and report his proceedings to the Court in order to a final decree.

Urquhart

3 copy decem

Shivers 3

Pruep \$3537.15

Out 391.41

cost 21.03

3949.59

com. 87.98

\$4037.57

May 7th 1838. Sept. 1838.

Continued

At a circuit Superior Court of Law and Chancery held for
the county of Isle of Wights the 6th day of May 1837—
John Urquhart Compt.

against 3 In Chancery
Albert G. Shivers and John M. Shivers 3 defendant

This cause came on this day to be heard, by
consent of parties on the bill, answers, exhibits and depositions
and was argued by counsel: On consideration whereof (by consent
of parties) the court doth as judge, order and decree, that unless
the plaintiff John Urquhart doth within six months from this
date hereof pay unto the defendant Albert G. Shivers the sum
of Three thousand five hundred and thirty seven dollars and
fifteen cents, with interest thereon to be computed after the
rate of six per cent per annum from the 10th day of February
1836 until paid and the costs of this suit; The Sheriff of this
county after giving four weeks previous notice, by advertisement
published in one or more public newspapers in the Town
of Norfolk, and at two or more public places in the county
do expose to sale on the premises by public auction on a credit
of Twelve months, the purchase money to carry interest from
the date, the several tracts of land including the grist and
saw mills in the bill mentioned, and which were conveyed by the
said Urquhart to Bartholomew Lightfoot and Charles F. Wrenn
in trust for the purposes mentioned in the several deeds of trust
referred to in the bill, taking bond with good security from the
purchasers and a deed of Trust on the property, and out of
the money arising from the said sale, after defraying the
expences thereof, pay the defendant Albert G. Shivers the said
~~principal~~ sum of money, interest and costs; and the Surplus
of the proceeds of the sale (if any) pay the plaintiff Urquhart
and report his proceedings to the court in order to a final

Alcohol Teste
Shivers Costs \$21. 03. which Brother Nathl. Young Esq.
Whithead will put at the foot of
the decree
N. Young

~~pay the balance to the 10th~~

and the it. & the also read &
ever that unless the ~~is~~ obliger in the bond
executed by Hoff and others to Duck & Hoff
shall on or before the 14th of January next
pay to Albert & Shivers and John de Shivers
the sum of two thousand and 99 dollars & 99/100
with interest from 14 Dec. last to the said
(less the balance due to ~~the said~~ them under
this account and the balance of this bond by ~~the said~~ Hoff & Hoff
forthwith to collect the same and pay first
to the said Albert and John de Shivers the
said sum of \$2099.59 with interest as aforesaid
& pay the residue to the Messrs. Lege & Co.
and after the satisfaction by the pen owners
of this bond, the said Jacob & Duck is to make
over to them without warranty of title &c.

Lege & Co.
de Shivers
Shivers

for the Ct.

To be paid.

(enters)

I have recd. the bond
Metcalf Metcalf
\$850.00 -
Albert & Shivers

John Leguizant

27

189

Albert G. Shivers and John de Shivers -

This cause came on again to be heard on the papers formerly read ~~and~~ the report of Jacob B. Decker late sth of John of Mig. St. who made sale of the lands according to the order of the 6th of May 1837, to which report no exceptions have been filed, and was argued by counsel; on consideration whereof the Court confirming the said report & the order, and order that ~~the said order be~~ ~~the said order be~~ the bond filed with the report aforesaid, and which was executed by Albert G. Shivers and John de Shivers to the said Jacob B. Decker, ~~as sth of John of Mig. St.~~ ~~on the 6th of May 1837~~ for the sum of \$1850, he delivered by the Clerk of this Court to the said Albert G. Shivers, in full satisfaction of the sum of \$3949.59 due him under the order of the 6th of May 1837 from John Leguizant, ~~and~~

The J. J. Whitehead Deputy for
 Jacob H. Duck late Sheriff of Calhoun
 County owes me twenty two dollars and
 twenty cents for the balance due on his bond
 after paying Shivers claim
 Alfred B. Johnson
 M. Shivers

Urquhart }
 do. } copy final
 Shivers } do

Debt 2509.53
 cost 2227.30
 282.23
 100 11
 182.12
 \$157.98 Shivers' order
 \$30.34

\$2509.53
 2227.30
 282.23
 100.11
 182.12
 157.98
 30.34

The J. J. Whitehead Deputy for
 Jacob H. Duck late Sheriff of Calhoun
 County owes me twenty two dollars and
 twenty cents for the balance due on his bond
 after paying Shivers claim
 Jan 10 1839 John Urquhart

Amt. of Debt -- \$3537.15
 Amt. to the 14. Dec. 3 391.41
 1037 -- 21.03
 cost 3949.57
 paid 87.98
 \$4037.57

Accounting paid. 6.50
 Paying 2 Dec. to 3
 Shivers 5.00
 1 bond. 03
 \$12.13

for a Shivers \$25.97
 87.98
 12.13
 100.11

Isle of Wight County Court, At a circuit Sup. Court of Law and Chancery
here for the said County the 9th day of October 1838—

John Urquhart.

Plt.

against

Albert G. Shivers and John M. Shivers

Def't.

Upon an Injunction in
Chancery—

This cause came on again to be heard on the paper
formerly read, and the report of Jacob H. Duck late Sheriff of Isle of Wight
who made sale of the lands according of the ^{order of} 5th day of May 1837 to
which report no exceptions have been filed, and was argued by counsel;
On consideration whereof, the court confirming the said report with
adjudge order and decree, that the bond filed with the report
aforesaid and which was executed by Albert G. Shivers & John M.
Shivers to the said Jacob H. Duck as Sheriff of Isle of Wight for the pay-
ment of Eighteen hundred and fifty dollars be delivered by the clerk of
this Court to the said Albert G. Shivers & John M. Shivers in part
satisfaction of the sum of \$3949.59 due them under the decree of
the 5th of May 1837 from John Urquhart. And the court with also
order and decree, that unless the obligors in the bond executed
by Robt Vothers to Duck Shff. of Isle of Wight County, shall on or
before the 14th day of January next pay to Albert G. & John M. Shivers
the sum of \$2099.59 with interest thereon from the 14th day of
Decr. last till paid being the balance due them under this
decree and the balance of the bond to John Urquhart the
said Jacob H. Duck shall proceed forth with to collect the same
and pay first, the said Albert G. & John M. Shivers the said sum
of \$2099.59 with interest as aforesaid & pay the residue to the
plaintiff Urquhart, and after the satisfaction by the purchasers
of their bonds, the said Jacob H. Duck is to make deeds to them
without warranty of title—

Costs of the last decree \$1.50 A Copy Taken Nathl. Young Clk.

Thoms
vs
Muggerant

Thoms ought either to give Muggerant
reasonable time to redeem the land
or be required to sell the land ^{publicly} ~~at~~
within a time fixed by the court
~~or to the satisfaction of the court~~ after paying him-
self if any deficiency appears then he
may look to the deed for \$600 for in-
demnity. From the admissions of the
def't. it is clear he was in fact but
a trustee for Muggerant's benefit, and
Thoms should have given ^{2 years} ~~at least 4 years~~
to Muggerant to redeem the land

Memorandum as to the answer of J. G. Thiers to the bill

The said plaintiff as to the answer of J. G. Thiers says that same is not responsive to the bill and is insufficient in that it does not admit or deny that the land was sold on a credit of 12 mos. nor does it admit or deny that 2 years were allowed on the deed to indemnify said Thiers in the sum of \$600 for any loss he might sustain, and the ptff except to the answer ~~for~~ for the reasons of overpaid and demands that the deft is J. Thiers be compelled to answer again fully and distinctly

W. H. McLean

Note

If the exceptions are not sustained then the ptff is entitled to relief for the court ought to consider the 12 mos. and 2 yrs. indulgence as admitted by the answer, and if so that J. G. Thiers has proceeded to sell a part of the land before he was required to pay any money and in violation of the agreement at the time of sale over

Lighthouse

Chin's

Notes

Sept

important thing. The answer of the report of
A. G. Shivers and of the depositions are referred to
to the fact, and in the evidence in the case
except the report of Jones, that evidence is
worth nothing, because it has no refer-
ence to any conversation either between
the witness and A. G. Shivers or between
Shivers and the plaintiff - what is said of
a conversation between the witness & John M.
Shivers & between the witness & President is
no evidence in the case - at that time
John M. Shivers had no interest in the
property - for no bond for it and had
no title in the in 1840 or nearly until
some months afterwards when at the
solicitation of A. G. Shivers, he bought it
took half the property or with applied
the deed from A. G. Shivers to him, if in
evidence of Jones was applicable to it in
the testimony of one witness - It is evident
from the facts stated in the case that
A. G. Shivers never intended to become surety
for Leggett who was insolvent and the
only cause of the bond for \$600 was to
indemnify Shivers as far as practicable
for any loss he might sustain by him
to sell the property for less than cost. He
offers it frequently for the same money
\$2000 less - a sum of insignificant money
to pay them the expenses of the suits
not object to a sale for Leggett's benefit
so far as there should be an surplus,
but to cause the property to be sold, and
subject it to the lien of considerable
cost when no probability exists of a sale
for the cost the costs have paid. The

This Indenture made this 2th day of July in the year of our
lord 1835 between John Ughurst of the first part, Charles G.
Mum of the second part, and James Milby, Willis A. Groe
and Joseph B. Whithead of the third part, Whereas the said
^{John Ughurst} James Milby, ^{John Ughurst} Willis A. Groe with Joseph B. Whithead their
security, have this day executed a forth coming or delivery
bond to Edwin Ricks in the penalty of three thousand, six
hundred and eighty three dollars, conditions as the Law directs
and the said John Ughurst being willing and desirous to
secur and save himself the said Joseph B. Whithead from
any loss or damage he may sustain, by having signed the
above named forth coming or delivery bond, and being willing
and desirous to secur the said James Milby and Willis A.
Groe from any loss or damage they may sustain by rea-
son of having signed the above named forth coming or delivery
bond - Now this indenture witnesseth, that, for and in consi-
deration of the premises, as also for the further consideration
of one dollar of lawful money of Virginia, to the said
John Ughurst in hand paid by the said Charles G. Mum at
and before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, he the said John Ughurst hath
given, granted, bargained, sold, aliened, enfeoffed and confirmed
and by these presents doth give, grant, bargain, sell, alien, enfeoff
release and confirm to the said Charles G. Mum his heirs
grsps and sars miles and the land ^{buildings} thereto attached the land
is estimated at eighty, acres, more or less, and eight
hundred and twenty nine acres of land which said Ughurst
purchased of Edwin Ricks, and two hundred acres of
land which said Ughurst purchased of Ann D. Lawrence
and twenty acres of land purchased by said Ughurst
of George Dixon, reference being had to the said
several deeds from Ricks, Lawrence and Dixon
the four parts of said Land will be seen, also the
following slave to wit, Dick, the said Ughurst's interest in the

following Slaves (to wit) Stephen, Mrs. Sam, Suba, Isaac, Dick, Milly and Patience, and the following personal property two horses, one gig & harness, two carry logs, carts & wheels & chains, three yoke of Oxen, six cows and calves, eighteen sheep, twenty hogs, five pigs and furniture, eighteen chairs, four tables, one side board, one Bureau, crockery and glass ware, four ploughs & gear, kitchen furniture and my interest in the land which my wife Hannah, formerly Hannah Goodwin had in possession when I intermarried with her, which land adjoins the land of Nathaniel Pendergast. Sothas and all my my corn, potatoes which I have now growing, with all and singular the appurtenances to the said Mills and tract or parcels of land belonging or in any wise appertaining, and all the estate, right, title and interest of the said John Magrath in and to the said granted or intended to be hereby granted tract or parcels of land & mills & premises. I do Have and to hold the said hereby granted or intended to be hereby granted tract or parcels of land & mills & premises with their appurtenances together with the aforesaid Slaves and all other personal property hereby conveyed unto the said Charles F. Mann his heirs, executors, administrators and assigns forever, to the only proper use and behoof of the said Charles F. Mann his heirs, executors, administrators and assigns forever, and the said John Magrath, ^{his heirs, executors, administrators and assigns} doth hereby Covenant and agree to and with the said Charles F. Mann his heirs, executors, administrators and assigns forever in manner and form following, that is to say, that the said John Magrath his heirs

executors and administrators the aforesaid tract or parcels of land, Mills & premises together with the aforesaid Slaves and all other personal property hereby conveyed unto Charles F. Mann his heirs, executors, administrators and assigns against all persons whatsover, shall and will remain and forever defend by their persons — Upon trust now the life, the said Charles F. Mann shall permit the said John Magrath to remain in quiet and peaceable possession of the said tract or parcels of land & mills & premises with their appurtenances together with the aforesaid Slaves and other personal property hereby conveyed, and take the profits thereof to his own use until the said Joseph B. Whithead, James Milby and Willis A. Grover shall be called on by a second judgment and execution on the above named forth coming or delivery bond, or otherwise to pay the said forth coming or delivery bond, and then upon this further trust that be the said Charles F. Mann or his heirs, executors, administrators or assigns, so soon after the said Whithead, Milby & Grover shall be called on by second judgment and execution on the said forth coming or delivery bond as he may think proper or the said Joseph B. Whithead, James Milby & Willis A. Grover their executors, administrators or assigns or either of them shall request, sell the said tract of land and Mills & premises with their appurtenances together with the aforesaid Slaves and other Chattel property, or such part of the hereby granted premises as the trustee, hereby authorized to act 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 thirty days
notice thereof in our newspaper printed in Norfolk
and also advertised the same at the courthouse door of
Suffolk county, on some Court day previous to the day of
sale, and out of the monies arising from such sale
shall, after satisfying the charges thereof and all other
expenses attending the premises, pay to the said David
Ricks the said forthcoming or delivery bond, with the
costs and interest which may have lawfully accrued
thereon, by second judgment or other wise, and the bal-
ance (if any), shall pay to the said John Wightman
his heirs, executors, administrators or assigns. But if
the said forthcoming or delivery bond shall be fully
paid off and discharged to the said David Ricks his
heirs, executors, administrators or assigns, either before or after
second judgment shall be obtained by said Ricks
known so that the said Whitman, Milby and Brown are
saved harmless by reason of signing the said forthcoming
or delivery bond, then this indenture to be void otherwise to
remain in full force and virtue. In witness whereof
the said parties to these presents have hereunto set their
hands and affixed their seals the day and year first
above written

sealed & del'd. in presence of
Charles Mumphy
Elijah Joyner
Nathl. Pendum

John Wightman Esq
Charles F. New Esq
James Milby - Esq
Willet N. Brown Esq
J. B. Whitman - Esq

In Suffolk county Clerk's office August 3^d 1835. the foregoing deed of trust was
proved by the witnesses & admitted to record
Teste

A copy Teste

N. J. Young & Co.

Nathl. Young & Co.

This Indenture made this seventh day of February in the
year one thousand, eight hundred & thirty six, between
John Ughthart of the first part, Joseph B. Whithead
and Albert G. Shivers, Willis Nelson and James Milby
of the second part, and Bartholomew Lightfoot
of the third part. Whereas a certain Hannah Godwin
(now the wife of the said John Ughthart), on the
— day of — 18— before the court of the county
of Sol of qualified as Guardian to the Orphans of
Mills Godwin (her former husband) and entered into
a bond in the penalty of — conditioned for her
faithfull performance of her said Guardianship
and give the said Joseph B. Whithead and Albert
G. Shivers as her securities — and Whereas the said
John Ughthart is indebted to the said Albert G.
Shivers in the sum of six hundred dollars
and by bond bearing date the 11th day of Febru-
ary 1835, and Whereas on the 11th day of April
1834 a certain John Pop and the said John Ugh-
thart executed their bond to the said Willis
Nelson for the payment of the sum of two hun-
dred and seventy five dollars to be paid on or
before the 1st day of December 1834, and
Whereas the said John Ughthart is also indebted
to Martha Neworthy in a forth coming or delivery
bond taken by the coroner of a Nassau and county
by virtue of an execution from the Circuit Superior
Court of Law and Chancery of Sol of Wright
against the said John Ughthart and James
Milby who was security in the original bond
on which the suit was brought — And the said
John Ughthart being willing and desirous as well
to save himself and indemnify the said Joseph
B. Whithead and Albert G. Shivers from all loss or
damages which they or either of them, their or either
of their heirs executors & administrators may sus-
tain in consequence of their security ship for
the said Hannah Godwin (now the wife of the

said John Leguheart, as to secure the payment of the
aforesaid sums of money with interest, due
and owing to the said Albert G. Shivers and Willis Wilson
and being also desirous to save himself and indem-
nify the said James Milby for the amount of the
money which he the said James Milby, may have
to pay as security for the said John Leguheart in the
aforesaid forth coming or delivery bond —
This deed covenants therefore witnesseth, that the said
John Leguheart for and in consideration of the
premises, as also for the consideration of one doe
due to him in hand paid by the said Bartholomew
Sightfoot at and before the executing and delivery
of these presents, the receipt whereof is hereby ac-
knowledge, he the said John Leguheart hath grant-
ed, bargained and sold and by these presents doth
grant, bargain, sell and convey unto the said
Bartholomew Sightfoot his heirs and assigns, the herein after
mentioned property, to wit, one negro man
named Dick, six oxen, five cows, three yearlings, two
cows, logs, & wheels, chains belonging thereto, four pair
of ox cart wheels, two ox carts and wheels, two
horse carts and wheels, twenty five head of hogs,
two horses, one double gig and harness, five
beds, bedsteads and furniture, two dozen chairs,
sideboard, Bureau, four tables, all his glass &
china ware, one dozen silver spoons, all his
kitchen furniture — and the said John Leguheart
doth also sell and convey in trust to the said
Bartholomew Sightfoot all his, the said Leguheart's
right, title, claim and demand in and to the fol-
lowing negro slaves, Milly, Julia, Patience &
Dick Jun. & Stephen, & all his, the said Leguheart's
right, title, claim and demand in ^{and} to the real
estate which the said John Leguheart acquired by
intermarriage with his wife Hannah formerly
Hannah Edwin — I have and to hold all the
aforesaid articles of property unto the said
Bartholomew Sightfoot his heirs and assigns, to
the only proper use and behoof of him the said

Bartholomew Sightfoot his heirs and assigns forever —
and the said John Leguheart for himself and his heirs
the aforesaid articles of property hereby conveyed
unto the said Bartholomew Sightfoot his heirs and assigns
against the claim of the said John Leguheart, his
heirs & against the claim of all every person whomso-
ever shall and will warrant and forever defend
by these presents upon this special trust that the
said Bartholomew Sightfoot his heirs or shall permit the
said John Leguheart to remain in quiet and peace-
able possession of the property hereby conveyed, and
take the profits thereof to his use until the 1st day
of February one thousand eight hundred and
thirty eight & thereafter until the said Willis Wilson
his heirs or or either of the said Whithead, Shivers or
Milby shall require payment of the debts due as
aforesaid, that the said Bartholomew Sightfoot his heirs or
shall at the request of the said Willis Wilson or
either of the other parties his heirs or assigns present
to sell the property hereby conveyed both real
& personal, at public auction for cash, after
having advertised the time and place of sale
at least ten days previous to the day of sale,
that out of the proceeds arising from such sale
first pay all reasonable costs and charges atten-
ding thereon, then pay unto the said Jos. B. White-
head and Albert G. Shivers the amount which
may be due and owing from the said John
Leguheart and wife on account of their Guardian-
ship on the estate of the Orphans of Mills Edwin
decd. — that then he pay unto Albert G. Shivers the
sum of six hundred dollars with interest, — that
he then pay unto the said Willis Wilson his heirs
or the said sum of two hundred and seventy five
dollars with interest and then pay unto the said
James Milby his heirs or the amount with interest
which he may have been compelled to pay as se-
curity in the aforesaid forth coming bond, &
the over plus of the proceeds of the said sale (if any)

pay over to the said John Magrath or his order

And the said Barth. Lightfoot on his part covenants and promises that he will well and truly execute the trust hereby confided to him, that he will sell the hereby conveyed property when required and that he will apply the proceeds as herein directed. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written signed, sealed and acknowledged

John Magrath *[Signature]*

in presence of — — — J.B. Whithead *[Signature]*

Albert G. Shivers *[Signature]*

Willis Wilson *[Signature]*

Barth. Lightfoot *[Signature]*

Isle of Wight County, to wit,

We John H. Under and James C. Jordan Justices of the Peace for the said County in the State of Virginia, do hereby certify that J.B. Whithead, Albert G. Shivers, John Magrath, Willis Wilson and Barth. Lightfoot parties to the foregoing deed of trust bearing date the 11th day of February 1836. Personally appeared before us in our said County and acknowledged the said deed of trust to be their act and deed and desired us to certify the said acknowledgment to the Clerk of the Court of said County in order that the said deed of trust may be recorded. In witness whereof our hands and seals the eleventh day of February 1836

J.H. Under *[Signature]*

James C. Jordan *[Signature]*

Isle of Wight County Clerk's Office Feb. 12th. 1836 The foregoing deed was returned with the proper certificate and admitted to record.

a copy given

Nathl. Young *[Signature]*

N. Young D.C.

Sightfoot - 5
to Copy of Dad
Shivers 3

10th of Feby. 1830

and convey unto the said Bartholomew Lightfoot his heirs and assigns articles of Personal property as mentioned and described in the said deed in trust, and with power and authority to the said Barth. Lightfoot his heirs and assigns to sell and dispose of the said several tracts or parcels of land, water grip and saw mill, and chattel property for the purposes in the said deed in trust expressed, and whereas the said Barth. Lightfoot in execution of the said trust, the time place and terms of sale having been for more than Twenty days previous thereto advertised in writing posted in the Town of Smithfield and in the neighborhood of the said Water Grip and saw mill, and on the tenth day of February 1836 at the said water Grip and saw mill, exposed to sale for ready money the aforesaid Water Grip and saw mill, with eight acres of land attached thereto, at which sale the aforesaid Albert G. Shivers being the highest bidder for the said mill and eight acres of land thereto attached, for the sum of One Thousand nine hundred and fifty dollars became the purchaser thereof. Now this covenant therefore witnesseth that, the said Barth. Lightfoot in further execution of the said trust, and for the further consideration of the said sum of One thousand nine hundred and fifty, to him in hand paid to be by him applied in payment of said trust, towards discharging the debt with interest mentioned in said deed of trust, after deducting the expenses attendant on said trust, hath granted, bargained and sold and by these presents doth grant, bargain

and sell, unto the said Albert G. Shivers his heirs and assigns, the said Water Grip and saw mill with the eight acres of land thereto attached, together with all and singular the appurtenances thereto belonging. I have and to hold the said Water Grip and saw mill and eight acres of land thereto attached, lawfully conveyed, together with the appurtenances unto the said Albert G. Shivers his heirs and assigns, to the only proper use and behoof of him the said Albert G. Shivers his heirs and assigns forever and the said Barth. Lightfoot, the said Water grip and saw mill and eight acres of land attached thereto, lawfully conveyed, together with their appurtenances, unto the said Albert G. Shivers his heirs and assigns, against the claim of him the said Barth. Lightfoot his heirs and assigns, and all and every person whomsoever claiming by, through or under him, by these presents well known warrant and assured. In testimony whereof the said Barth. Lightfoot hath hereunto set his hand and seal the day and year first above written. Signed sealed & delivered in presence of

Barth. Lightfoot Esq.

Sale of wigte County Clerk's office March 7th 1836
the foregoing deed was acknowledged and admitted to record. True.

Walth. Young Jr.

a copy List

A. P. Young D.C.

This Indenture made this fifth day of February in the
year one thousand eight hundred and thirty six between
Bartholomew Lightfoot of the County of Isle of Wight
in the State of Virginia of the one part and Albert G.
Shivers of the County and State aforesaid of the other
part Whereas a certain John Maguire and Hannah
his wife by a certain indenture bearing date the
8th of July one thousand eight hundred and thirty
five, and duly admitted to record in the Clerk's
office of the said County of Isle of Wight, did grant
transfer and convey unto the said Barth. Light-
foot his heirs and assigns one certain tract or
parcel of land lying and being in the County
of Isle of Wight containing eight hundred acres
more or less, commonly called "Becks", one other
tract or parcel of land in said County contain-
ing two hundred acres, more or less, purchased
by the said Maguire of Adam Lawrence, one
other parcel of land in said County containing
seventy one and a half acres, more or less, pur-
chased by the said Maguire of George Discus, one
water, mill and saw mill with eight acres
of land attached thereto in the said County, ~~and~~
one other tract or parcel of land lying in ~~the~~ same
County, containing one hundred and twenty three
and one half acres, more or less, purchased by the
said Maguire of Thomas Lawrence, together with
the appurtenances belonging to the said several
tracts or parcels of land, and water mill and
saw mill; and the said John Maguire and
Hannah his wife, ^{by the said deed} did also, grant, transfer and

Record c

Juste

Nathl. Young & Co.
a copy to Mr. Young & Co.

Wm. to 3 Dec 30
Shivers 3

10th of Feb. 1830.

Wren in further execution of the said trust, and
for and in the further consideration of the said
sum of twelve hundred and eighty dollars to
him in hand paid to be by him applied in
pursuance of said trust, towards discharging
the debt with interest, mentioned in said trust
and after deducting the expenses attending on
said trust, hath granted bargained and sold
by these presents doth grant bargain and sell
unto the said Albert G. Shivers his heirs and assigns
the said tract of land, to-wit: Pickers, containing
eight hundred and twenty nine acres, the
Lawrence tract containing two hundred
acres, and the Dixon tract containing seventy acres
more or less, with the appurtenances unto the
said tract of land belonging, To have and
to hold the said tract of land with the ap-
purtenances unto the said Albert G. Shivers his
heirs and assigns, to the only proper use and
 behoof of the said Albert G. Shivers his heirs
and assigns forever And the said Charles
J. Wren the said tracts of land containing
eight hundred and twenty nine acres, two
hundred acres and seventy acres more or
less, hereby conveyed together with the appur-
tenances, to the said Albert G. Shivers his heirs
and assigns against the claim of him the
said Charles J. Wren and his heirs and
against all and every person whomsoever
claiming by, through or under him by
these presents doth for ever warrant and
defend. In testimony whereof the said
Charles J. Wren hath hereunto set his

hand and seal the day and year first
above written.
signed, sealed & delivered Charles J. Wren
in presence of
Bath: Lightfoot
Willis Wilson
Sam. S. Hall

Sole of weight

I Charles J. Wren trustee to a certain trust deed, con-
ceded by John Ughetart to me for the benefit
of Joseph B. Whitehead, James Melby and Joseph B.
Whitehead Willis A. Groce, hereby relinquish to
the said John Ughetart, the right, title, interest &
claim which was conveyed to me by said Ughetart
in negro boys Sam and Moses, Witness my hand
and seal this 11th day of February 1836

Witness
W. Wilson
B. Lightfoot
Charles J. Wren

Received of Albert G. Shivers one hundred and fifty one
dollars, ten cents in full of the purchase money
of my right of Negro boys Sam & Moses. Witness
my hand and seal this 11th day of Feb'y 1836.

John
J. B. Whitehead

Sole of right County Clerk's office March 7th:
1836. the foregoing deed and relinquishment of
right was acknowledged by Charles J. Wren &
the Receipt proved by Whitehead & admitted to

This Indenture made this 10th: day of February in the
Year one Thousand eight hundred and thirty six
between Charles F. Meun of the County of Islington
and State of Virginia of the one part, and Albert
G. Shivers of the County of Islington and State
aforesaid of the other part, Whereas a certain In-
strument by a certain indenture bearing date
the 28th: of July 1835. and duly recorded in the
Clerk's office of said County of Islington, did
grant, transfer and convey unto the said Charles
F. Meun his heirs and assigns one tract or parcel
of land lying and being in the County of Is-
lington, containing eight hundred and twenty
seven acres more or less, commonly called "Ricks",
Also another tract of land which Elizabeth
purchased of Amos D. Lawrence containing
two hundred acres, also an other tract of land
purchased of George Dixon containing twenty
acres, with sundry other lands, slaves & chattels
property for the purposes in the said trust and
expressed; and Whereas the said Charles F. Meun
in execution of the said trust, the time, place &
terms of sale having been for more than thirty
days previous thereto advertised according to the
direction of said trust, and did on the tenth day
of February 1836, at the said Elizabeth's residence
expose to sale ~~on public auction~~ for ready
money, the Ricks tract of land, the Lawrence tract
of land and the Dixon tract of land, at which
sale the said Albert G. Shivers became the pur-
chaser of said land for the sum of twelve
hundred and eighty five dollars, now this inden-
ture therefore interposed that the said Charles F.

Bartholomew Lightfoot
Wmree for and between
and

Wm Unguhart & up

of Dec 8 day.

Alb. L. Thissan

10.th of February 1836

fee 60.cts

bargain sell and convey unto the said Albert G. Shivers his heirs &
assigns the said tract of Land containing One hundred and
twenty three and one half acres more or less lying in the County of
Nauvemon as aforesaid, together with its appurtenances thence belong-
ing. To have and to hold the said tract or parcel of Land hereby conveyed
together with its appurtenances unto the said Albert G. Shivers
to the only proper use and behoof of him the said Albert G. Shivers his heirs, & assigns.
his heirs, & assigns forever; And the said Bartholomew Lightfoot the
said One hundred and twenty three and one half acres of Land with
its appurtenances to the said Albert G. Shivers his heirs, & assigns,
against the claim of him the said Bartholomew Lightfoot &
his heirs against all every person whomsoever, claiming by, thro,
or under him by these presents, will forever warrant and defend.

In Testimony whereof the said Bartholomew Lightfoot hath
hereunto set his hand & seal the day & year first above written.

Signed sealed and delivered
In presence of

Barth. Lightfoot Seal

Isle of Wight County to wit

We Drum Eley and Jordan Parr Justices of
the peace in and for the County of Isle of Wight in the State of
Virginia do hereby certify that Bartholomew Lightfoot party to a
certain deed bearing date the 10th day of February 1836, thereto
annexed personally appeared before us in our said County and
acknowledged the same to be his act and deed and desired us to certify
his said acknowledgment to the Clerk of the County of Nauvemon
County in order that the said deed may be recorded. Given under
our hands & seals this seventh day of March 1836.

Drum Eley J.P. Seal
Jordan Parr J.P. Seal

Nauvemon County Court Clerk's Office to:

This deed was received by me in my Office aforesaid on
the 8th day of March 1836, and the acknowledgment of Bartholomew
Lightfoot being certified according to law the said deed and certifi-
cate are admitted to record.

Teste

John T. Keeley clk

Cy, John T. Keeley

19. Nov. 1836

This Indenture made this tenth day of February in the year One thousand eight hundred and thirty six: Between Bartholomew Lightfoot of the County of Isle of Wight in the State of Virginia of the one part, and Albert G. Shivers of the County & State aforesaid of the other part: Whereas a certain John Uguhart & Hannah his wife by a certain Indenture bearing date the sixth day of July one thousand eight hundred and thirty five and duly admitted to record in the Clerk's Office of said County did grant, transfer and convey to the said Bartholomew Lightfoot his heirs and assigns; ~~several~~ ^{several} tracts and parcels of Land in the County of Isle of Wight, & a parcel of personal property, and among the several tracts or parcels of Land conveyed by the said deed, was a tract or parcel of Land containing one hundred and twenty three and a half acres more or less, lying in Staunton County purchased ~~by~~ by the said John Uguhart, from Thomas Laurence; together with all and singular the appurtenances thereto belonging, In trust and with power and authority to the said Bartholomew Lightfoot his heirs and assigns to sell and dispose of the property real & personal conveyed by said deed for the purpose in the said deed expressed: And whereas the said Bartholomew Lightfoot in execution of the said trust, at time, place & terms of sale having been for more than twenty days previous thereto advertised in writing posted in the Town of Smithfield and in the neighbourhood of the said one hundred and twenty three & one half acres of Land, did on this tenth day of February 1836. at the residence of the said John Uguhart, expose to sale for ready money, the aforementioned One hundred and twenty three and one half acres of Land lying in the County of Staunton as aforesaid, with the appurtenances thereto belonging, at which sale the said Albert G. Shivers being the highest bidder therefor, at the sum of One hundred and fifty one dollars, became the purchaser thereof: Now this Indenture therefore witnesseth that the said Bartholomew Lightfoot in further execution of the said trust and for and in consideration of the said sum of One hundred and fifty one dollars to him in hand paid (to be by him applied in pursuance of said trust towards discharging the debt mentioned in said deed of trust): by the said Albert G. Shivers at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said Bartholomew Lightfoot hath granted, bargained and sold and by these presents doth grant

Urgent haste
to 3 copies
Printed
P. Sept 1840 for
J. B. Whitehead

chattel and personal property unto the said Bartholomew Lightfoot his heirs and assigns, to the only proper use and behoof of him the said Bartholomew Lightfoot his heirs and assigns forever, and the said John Urquhart and Hannah his wife for themselves & their heirs, covenants & agrees to & with the said Bartholomew Lightfoot his heirs &c to warrant & forever defend the right and title, to the aforementioned several tracts or parcels of land, with their appurtenances, and Water Grist Saw mill Negro slave & chattel property unto the said Bartholomew Lightfoot his heirs and assigns, against the claims and demands of them the John Urquhart and Hannah his wife and against all and every person whomsoever. Upon this special trust and confidence, that the said Bartholomew Lightfoot shall permit the said John Urquhart to remain in quiet and peaceable possession of the hereby conveyed several tracts or parcels of land water grist Saw mill, Negro man Dick & the chattel property aforesaid and take the profits thereof to his own use, until the said Joseph B. Whitehead his heirs or assigns shall require payment of the aforementioned sum of Thirty hundred Dollars with interest, and then upon this further trust that the said Bartholomew Lightfoot, shall at the request of the said Joseph B. Whitehead his heirs or assigns proceed to sell at public auction for cash the aforementioned several tracts or parcels of Land Water Grist and Saw Mill, Negro man Dick, and chattel property aforesaid after having advertised the time and place of sale at least Twenty days previous to the day of sale and out of the proceeds of such sale first pay all reasonable expenses attendant thereon, then pay unto the said Joseph B. Whitehead his heirs and assigns the aforesaid sum of Thirty hundred dollars with interest, and the overplus if any pay over to the said John Urquhart his heirs and assigns, and the said Bartholomew Lightfoot on his part covenants and agrees promises that he will well and truly execute the trust hereby conferred to him, that he will sell the property hereby conveyed when required so to do & that he will apply the proceeds, as herein directed, but if the said John Urquhart shall pay off and discharge the aforementioned debt of Thirty hundred dollars with interest, to the said Joseph B. Whitehead his heirs or assigns when required so to do, then this indenture to be void else remain in full force & virtue. In Whereof these parties to these presents have hereunto set their hands and seals the day & year first above written.

Signed sealed & delivered
in presence of

John Urquhart 
Hannah Urquhart 
Joseph B. Whitehead 
Barth. Lightfoot 

Isle of Wight County Clerk's office July 8th 1838 The foregoing deed of trust was acknowledged in the clerk's office by the said John Urquhart Joseph B. Whitehead and Bartholomew Lightfoot & admitted to record.

Teste Nathl. Young Ck.

Attest Teste N. Young Ck.

This Indenture made and entered into this 5th day of July in the thousand eight hundred and thirty five between John Urquhart and Hannah his wife of the first part, Joseph B. Whithead of the second part and Bartholomew Lightfoot of the third part all of the county of Lee of the State of Virginia: Whereas the said John Urquhart is jointly indebted to the said Joseph B. Whithead in the sum of thirty hundred dollars, due by bond bearing date with these presents, the payment of which sum of money with the interest accruing thereon - the said John Urquhart and Hannah his wife are willing and desirous to secure to the said Joseph B. Whithead his heirs or assigns this Indenture therefore Witnesseth that the said John Urquhart and Hannah his wife for an in consideration of the premises as also for the consideration of one dollar to him the said John Urquhart in hand paid by the said Bartholomew Lightfoot at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, they the said John Urquhart and Hannah his wife have given, granted, bargained & sold, and by these presents do give, grant bargain and sell & convey unto the said Bartholomew Lightfoot his heirs and assigns sundry tracts or parcels of land, saw and grist mill (to wit) one tract or parcel of land in Isle of Wight county containing eight hundred and twenty nine acres called Rick's one other tract or parcel of land in said county of Isle of Wight containing two hundred acres more or less, purchased by said Urquhart of Ann Lawrence, one other tract or parcel of land in said county containing seventy one half acres more or less purchased by said Urquhart of George Dixon also one water grist and saw mill together with eight acres of land attached thereto in said county, and also one other tract or parcel of land lying in Nansemond county containing one hundred & twenty three one half acres more or less which the said Urquhart purchased of Thomas Lawrence together with all and singular the appurtenances belonging to the said several tracts or parcels of land, Grist & saw mill, and the said John Urquhart, doth also sell and convey unto the said Bartholomew Lightfoot his heirs &c. One negro man named Dick, five cows & three calves, six oxen, two carry logs & wheels with the iron chains belonging thereto, four pair of wheels, two carts, fifteen head of hogs, four beds, bedsteads & furniture, two dozen chairs, one side board, one Bureau, four tables & a parcel of china plates & dishes &c. To have and to hold the said several tracts or parcels of land, Water Grist & saw mill, with all and singular the appurtenances belonging thereto unto the said Bartholomew Lightfoot his heirs and assigns as also the aforementioned

Shivers
to
Shivers
3
copies of Deed

18th of June 1836

his will warrant the title to our moiety of
the said lands and slaves aforesaid, to the said
John M. Shivers his heirs and assigns &c. against
the said Abner G. Shivers and his heirs forever.
In witness whereof, the said Abner G. Shivers
and Ann his wife, have hereunto set their
hands and seals this 18th. day of June one
thousand eight hundred thirty six —

In presence

Arch. L. Atkinson }

Ro. W. Gibbs }

John Edwards }

Abner G. Shivers Esq

Ann B. Shivers Esq

County of Southampton (Va), We Watson P. Jordan &
John H. Pender justices of the peace in and for
the county aforesaid and state of Virginia, do hereby
certify that Abner G. Shivers and Ann his wife
parties to a certain deed bearing date on the 18th
day of June 1836. and being personally
appeared before us in our county aforesaid, & ac-
knowledged the same to be their act and deed, &
desired us to certify the said acknowledgements
to the clerk of the county court of Southampton
in order that the said deed may be recorded
Given under our hands and seals this 17th. day
of September 1836 —

W. P. Jordan J.P. Esq

J. H. Pender J.P. Esq

County of Southampton (Va), We Watson P. Jordan
& John H. Pender justices of the peace in the county
aforesaid and state of Virginia do hereby certify
that Ann Shivers, wife of Abner G. Shivers par-
ties to a certain deed, bearing date the 18th. of
June 1836 & being personally appeared
before us in our county aforesaid, and being exam-
ined by us privately and apart from her husband
and having the deed aforesaid fully explained
to her, she the said Ann Shivers acknowledged
the same to be her act and deed and declared
— that she had willingly signed, sealed and
delivered the same and that she wished not
to retract it, Given under our hands and
seals this 17th. day of September 1836 —

W. P. Jordan J.P. Esq

J. H. Pender J.P. Esq

Isle of Wight County clerk's office, November 7th. 1836
The foregoing deed was acknowledged and ordered
to be recorded. —

Given

Attest, Young &c

A copy Iste

A. P. Young &c.

the County Court of Isle of Wight - and whereas the said John Leguhtant, by a bill of sale dated the 11th. of February 1836, did sell and convey to the said Albert G. Shivers, for the sum of one hundred and fifty one dollars and ten cents, all the right of him the said John Leguhtant in and to negro boys Sam and moss, and whereas the said Albert G. Shivers hath agreed to sell, bargain and convey unto the said John Shivers one moiety of all the property, so as aforesaid purchased by him, for the sum of sixteen hundred and ninety three dollars and five cents to be paid to him by the said John Shivers. Now therefore this indenture made and entered into this 18th. day of June, one thousand eight hundred and thirty six, between the said Albert G. Shivers and Ann his wife of the one part and the said John M. Shivers of the other part all of the County of Isle of Wight and State of Virginia, Witnesseth that the said Albert G. Shivers and Ann his wife, in consideration of the sum of of sixteen hundred and ninety three dollars and five cents, to him in hand paid or secured to be paid by the said John M. Shivers before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said John M. Shivers his heirs and assigns one moiety of the said water grist mill and said mill or mills, with the eight acres of land thereto attached, and all the appurtenances thereto belonging, also one moiety of all the real estate so as aforesaid purchased by the said Albert

G Shivers of the said Charles F. Wren and conveyed by the deed of him the said Wren as aforesaid, also one moiety of the right, title and claim of him the said Albert G. Shivers, of in and to the said slaves Sam and moss so as aforesaid conveyed to him the said Shivers by him the said John Leguhtant, so that when the said John M. Shivers in consideration of the said sum of money, so as aforesaid paid to the said Albert G. Shivers, shall have and be entitled, to the same and like interest to the property aforesaid, that he the said Albert G. Shivers shall hereafter be entitled to after the execution of this deed, they being equally entitled and concerned, and he the said John M. Shivers agreeing to accept in every respect of the same title to a moiety as he the said Albert G. Shivers well have, and not to regard the said Albert as warranting the title, except so far as the same has been warranted and conveyed by the trustees aforesaid and against him the said Albert G. Shivers and his heirs, and the parties herein refer to the deeds from the said Leguhtant and Wren as aforesaid and the bill of sale from the said Leguhtant to the said A. G. Shivers as parties of this deed - To have and to hold the said Real and personal estate, so as aforesaid conveyed unto him the said John M. Shivers and his heirs and assigns forever - and the said Albert G. Shivers and Ann his wife for themselves their heirs ~~and assigns~~, administrators and assigns, do hereby agree to and with the said John M. Shivers his heirs and assigns that he the said Albert G. Shivers and wife &

Thomas John Leggett and Hannah his wife of the County
of Islip right made a certain deed of trust to ~~the said~~
Sightfoot, dated the sixth day of July in the year eight
hundred and thirty five, and of record in the clerk's office
of Islip right county court, by virtue whereof, he, the
Said Sightfoot according to the terms of the said trust
deed, did sell to the highest bidder the property in
the said deed mentioned, at which sale, Albert
G. Thwin became the purchaser, being the highest
bidder for the said mills and eight acres of land
thereunto attached, for the sum of one thousand, nine
hundred and fifty dollars, which said mills and
appurtenances, have been by the said Sightfoot,
to the said Albert G. Thwin conveyed, by a deed
recorded in the county court of Islip right bearing
date the tenth of February 1836. and whereas
also the said John Leggett made another trust
and to Charles J. Munro, dated the 28th. of July
1835. which was recorded in the county court of
Islip right, and under which deed he the said
Charles J. Munro according to the terms of said
deed, did on the tenth of February 1836, expose to
sale at public auction, the property in the said
deed named, at which sale Albert G. Thwin being
the highest bidder, became the purchaser of the
Nicks tract of land, the Laromer tract of land &
the Dixon tract of land, for the sum of twelve
hundred and eighty five dollars, which tracts
of land, by the said Charles J. Munro have been
conveyed to the said Albert G. Thwin, by a deed
dated the tenth of February 1836. and recorded in

Shivers &c.

~ 2/3 complaint
legitimate

16 D.

11

Shelby County, Ky: Albert G Shivers, and
John Mc Shivers of the said County, complain,
that John Lequehart, unlawfully ~~and~~^{with force}
against their consent, with force, from
them the possession of a certain tract
containing by estimation eight acres of
land, with the appurtenances, lying and
being in the County aforesaid, ~~which~~^{in which}
~~they pray restitution of the possession.~~
they pray restitution of the possession. —

1836. c 100. 30 ch

Albert G Shivers
&
John Mc Shivers
Plaintiffs

County of Shelby, to wit: This day
the above named Albert G Shivers
and John Mc Shivers, by the said Albert
G Shivers, for them, made oath before me
a justice of the peace for the said County
that he verily believes the allegations
of the above complaint to be correct & true.
Given under my hand this 30th day
of November A.D. 1836. —

W. T. Jordan J. P.

Executed on the following Freeholders Tho. Driver
 James M. Wilson, Armstrong, Lumsden, Tho. Phillips
 Hardy Chapman, Jos. Powell, Zach. Wamble,
 John Edwards; Chas. Whittier, Robert Gibbs,
 Nath. Edwards, Tho. Woodby, Daniel Whittier,
 Chas. Chapman Josiah Thomas Everett
 Messrs. Mills Edwards, and I have given
 notice, Jordan Barr Esq. and Edwin
 Morrison Josiah Wells Whitehead &
 John Justice

I have given notice to the above named persons

Shew, &c.

$\frac{2}{3}$ Warrant
 Pro. Urgent

To the Sheriff
 of the County
 of York & West
 to execute

December 16th 1830 The
 J. P. this day returned this
 warrant to my Office but
 defendant having obtained
 an injunction in the case
 no court was held
 same day the J. P.'s ^{bill of} com-
 plaint was filed

Delivered a true copy of this warrant
 to the Urgent Lord. 1830

A. J. Whitehead &
 for J. L. Duckett

Shelbourn County, Ill: Whereas, Albert G Shivers
and John de Shivers have made complaint
before me (on oath of the said Albert G
Shivers) a justice of the peace for said County,
that John Longhart unlawfully and against
their consent, holds them out of possession
of a certain tenement, containing by
estimation eight — acres, of land formerly
called Longharts Mill, formerly de: Senabam,
with the appurtenances thereto belonging,
lying and being in the said County, and
~~that~~ pray a restitution, ~~that~~ of the
possession thereof: There are, therefore, in the
name of the Commonwealth, to require
you to summon the said John Longhart
to appear at the Court House of your County
on the 16th day of December 1836,
before the justices of the County aforesaid,
to answer the complaint aforesaid, and
also to require you to summon at least 18
good and lawful men, being freeholders
of your bailiwick, and not of kin to either party
thereto and true to be attendant upon the said
justices, as jurors, to try the complaint aforesaid.

You are further more required to give notice
of this warrant to at least two other justices
of the peace for the said County, and
to request their attendance at the time &
place aforesaid: And have thereto this
warrant. — Witness my hand and seal
this 30th day of November, A.D. 1836. —

To the Sheriff of the
County of Shelby

Wm. Jordan Jr.

Note To enjoin the defendants Albert G. Shivers and John W. Shivers and all concerned from further proceedings on a writ of forcible entry and detainer in the bill mentioned, and from all other steps having in view the ejectment of the complainant John Urquhart from the Mill seat in question. The said plaintiff having given bond as the law directs.

Teste Nathl. Young C.D. C.S. &c.

Urquhart
vs.
Shivers &c.
Injunction
Sp. Cir. Ct.
To May Sup. Court 1837

~~Wm. Urquhart~~
~~vs. Albert G. Shivers~~

Filed for 7/1837

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight

County, GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Albert G. Shivers and*
John M. Shivers — Bartholomew Lightfoot, Joseph B. Whitehead
& Willis Wilson —

to appear before the Judge of the Circuit Superior Court of Law and Chancery for the County of Isle-of-
Wight, at the Court-House of Isle-of-Wight County, on the first day of *May* term next;
to answer a bill ^{*of injunction*} exhibited against *them* —

in the said Court, by *John Urquhart* —

and unless the said defendant shall answer the said bill within four months thereafter, the Court will take
the same for confessed, and decree the matter thereof accordingly. And this *they* shall in no wise
omit, under the penalty of £100 *each* and have then there this writ: Witness NATHANIEL
YOUNG, Clerk of our said Court, at the Court-House, the *15th* day of *December*
183*6*, and in the *51st* year of the Commonwealth.

Nathl. Young
Clerk

Morganhart Dr.
to
Shivers Dr.

Engine^{rs} Bond

Dec^r 15th 1830 executed
Filed

Know all men by these presents, that we John Urquhart, Daron D. Hall
Robert White, ^{and G. Boykin} Miles M. Darden, Isaac Williams Watson P. Jordan & John Driver
are held and firmly bound unto Albert G. Shivers and John M. Shivers their
heirs executors and administrators in the just and full sum of five
hundred dollars, to the true and faithful payment whereof we bind
ourselves, our heirs, executors, and administrators jointly and severally
firmly by these presents sealed with our seals and dated this 15th day of
Dec. 1830

The condition of the above obligation is such that whereas the said John
Urquhart hath obtained from the Judge of the circuit superior court of Law
and chancery for the county of Suffolk; an injunction to stay until the
further order of the said court all further proceedings on a warrant of
forceable entry and detainer in the bill mentioned, and from all other steps
having in view the ejectment of the said John Urquhart from the mill
seat in question: Now therefore if the said John Urquhart shall well and
truly pay and satisfy all such damages & costs as may accrue to the said
Albert G. Shivers and John M. Shivers in case the injunction aforesaid should
be dissolved, then the above obligation to be void otherwise to remain in
full force.

Signed, sealed, & delivered
in presence of — 3

John Urquhart

Daron D. Hall

Robert White

Miles M. Darden

G. Boykin

Isaac Williams

Watson

P. Jordan