

1844-047 Chancery Causes: David Carr & al, by & c vs Nathan Johnson & al
Dele of Wight County

other SURNAMES: Webb,
Holland

Carr & others

Wth $\frac{2}{3}$ Bill & Ans^r

$\frac{2}{3}$
Johnson & wife

Feb. 4th 1839 Bill
& Ans^r filed & Int^r J. Adams
entered —

September 2nd 1839 report
ret^d & Cont^d —

Feb. Court 1824 rept.

Certif. & official decree.

January 1st
at Coleridge

Mrs W. Dick

Mrs P. Thomas

Miss L. L. L.

Miss L. L. L.

Miss L. L. L.

Miss L. L. L.

Miss L. L. L.

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Miss L. L. L.

To the justice of the County Court of Bluff County
in Chancery sitting - humbly complaining, then
to the Court your complainant, ~~Jonathan Can~~
~~and Elizabeth his wife~~, David Can, Jonathan Can
and Mary Can infants ~~under the age of 21 years~~
that some time about the year one

David Can then of Bluff County, departed
this life having made and published
his last will and testament which was
only admitted to record in the County
Court of Bluff County and to which
one is prayed to be had - whereby among
other dispositions of his estate, he bequeathed
his wife all his estate for her life or
widowhood, and at her death, the
estate both real and personal to be
equally divided between his children
to wit, Solomon Can, Mary Can, Elizabeth
Can, Mary Can, David Can, Jonathan
Can to them and their heirs forever -
and which is 30 Acres -

and the said David Can at his death
had the following children, to wit,
Solomon Can, David Can, Mary Can, Elizabeth Can,
Mary Can, ~~David Can~~ Jonathan Can,
Mary and thereafter bore up for a
son named Spencer Can now living
and under the age of 21 years -

In the lifetime of the tenant for life, the
said ~~David Can~~ ^{Mary Can} Can died intestate,
under the age of 21 years, unmarried
and without issue, and his heirs
and come his ~~brother~~ brothers and sisters,
Solomon, Elizabeth, Mary, David and ~~Jonathan~~
Can, Jonathan Can - then Solomon died
under age, intestate, unmarried and without
issue, his heirs come, Mary, Elizabeth,
David, Jonathan and his mother whose
name was Amy - so that they were equally
entitled to the 1/5 which ~~they~~ Solomon got from

~~David Can and the said Solomon~~
~~Can and his wife~~
David Can, and to which he is as
entitled as or from his grand-
father John Can. The said lands
are worth but little, and much less
than \$300 a share, and they desire
a sale but none can be made
until, even an order of this Court.
In view of consideration whereof they
pray that the said ^{Nathan Whison} ~~Can~~
~~may be made a sale to this~~
~~bill and be required to answer~~
the bill, and that you will order a
sale of the said lands, and in any
order in the premises which may
be consistent with equity.

Attest on p. 5

To the County Court of De Witt Co. in
Chy: City. The undersigned Nathan
Whison wife to the bill of complaint in
the said Court against them exhibited by
David Can and others
This affidavit for answer, says, the
allegations in the complaint are
are true so far as he knows, and he
has no more to say against them
or his father and pray them to be
dismissed. (Sign)

David Can, Nathan Can, Whison
Can in fact by contract with
Nathan Whison wife & others

This came by consent of parties, this day
came on to be heard on the bill and
answer filed, and was argued by
counsel; on consideration whereof the
Court with advice, deem and order
that Solomon Whison
after advertising the time and place of sale
for at least ~~ten~~ ^{ten} days before the day of
the sale, at the Court House of De Witt
County, and at some one or
more other public places near to the
premises, on the premises, sell to the
the highest bidder on a credit of 6
months for as much as will
be requisite to pay expenses of this
suit and of the sale which will be
for cash) the land in the bill mentioned,
that is to say, the land which David Can
obtained under the will of his father, & the land
belonging to Solomon Can which was entitled

to under the will of his grand father, as well
as the lands he was entitled to under the
will of his father and which he desired
little to from his brother Bandy Can -
that he take of the purchase money with good
security in such manner as will enable
him to comply with this order & make a
note to the purchaser that he first pay
~~the expenses then divide the proceeds and~~
~~from the sale of Bandy Can as follows; to wit~~
~~one fifth to David Can, 1/5 to Jonathan Can,~~
~~1/5 to John or wife, 1/5 to Spencer as heir of Mary~~
~~Can, and 1/5 to Solomon Can, estate. that~~
~~he then proceed to divide the proceeds and~~
~~from the sale of the lands of Solomon~~
~~Can which he desired little to under~~
~~the will of his father into 4 equal shares,~~
~~giving one to David, one to Jonathan,~~
~~one to Spencer Can and one other~~
~~to John or his wife Elizabeth. that he~~
~~then divide the money and 1/5 from the~~
~~1/5 apportion to be paid to Solomon's~~
~~estate, as well as from the lands the~~
~~said Solomon acquired from his~~
~~grand father, as follows, say 1/5 to David~~
~~Can, 1/5 to Jonathan Can, 1/5 to Spencer~~
~~Can, 1/5 to John or wife, and the other 1/5~~

that after paying expenses, he divide
the balance into 4 equal shares, &
pay one 1/4 to the ~~predecessors~~ of David
Can, 1/4 to the ~~part~~ of Spencer Can, 1/4
to the ~~part~~ of Jonathan Can, & 1/4 to
Nathan Johnson or wife in her right
and make a note to the purchaser
there upon to. If no part the Bond
in such to be returned to Come

In compliance with an interlocutory decree of the
Court of Chancery pronounced at February Term 1839 in the
cause of Slifflight pronounced at February Term 1839 in the
cause of Slifflight against Johnson and wife a copy of
the said decree is herewith annexed. I the undersigned Commissioner of the
Court of Chancery, after having given two full notices of the
time and place of sale and by consent of parties did expose to
public Auction to the highest bidder on Thursday the 7th day
of February 1839 on the premises on a parcel of land in the
City of New York mentioned in the above said decree, to wit the same
premises became the highest bidder and purchaser thereof
at the price of Two hundred ninety nine Dollars and ninety nine
Cents.

\$299.99

The said Commissioner then proceeded to pay the cost of
the said sale amounting to the sum of \$8.15
and then deducted the commission on the said
sum of \$299.99 at 5 per cent amounting to
\$15.00 which two deductions leave a balance in the hands of your Commission-
er to be divided as directed by the said decree of the sum of \$267.99
your Commissioner then proceeded to divide the said proceeds of the
said sale into three equal shares and assign one to the said
William Johnson in right of his wife one of the said proceeds amounting
to

\$67.49 3/4

and then proceeded to take care of the said money from the purchase
money of Albert D. Baughman seventy seven Dollars
and nine Cents and deduct therefrom the sum of
which will account for the purchase money. The said Commissioner then
assigned the three shares above allotted in over to the said
Commissioner to be invested in the said cause.

Conceiving that I have performed the duty assigned me by
your Honorable Court I do hereby submit the report which I beg to be
considered as presented to a final decree.

Slifflight Cause
February 7th 1839

William D. Baughman
Commissioner

Carr. H.

no. 3 copy Ints.

decreed
Johnson Swiss.

Sept. 2^d 1839 rept.

ret. & cont.

Isle of Wight County February Court 1839

David Carr, Jonathan Carr, and
Spencer Carr infants leg W^{mo} Webb next friends & Plaintiffs

against

In Chancery

Nathan Johnson & Elizabeth his wife. Defendants

This cause by consent of parties was this day docketed, and came on to be heard on the bill and answer filed and was argued by counsel; On consideration whereof the court doth assign order and decree that Solomon Daughtry after advertising the time and place of sale for at least Ten days before the day of sale, at the court house of Isle of Wight County, and at some one or more other publick places near the premises on the premises sell to the highest bidder on a credit of six months except for so much as will be requisite to pay expenses of this suit and of the sale which will be for cash the lands in the bill mentioned that is to say the lands which Hardy Carr obtained under the will of his father, & the lands belonging to Solomon Carr which he was entitled to under the will of his grandfather as well as the lands he was entitled to under the will of his father, and which he devised to him from his brother Hardy Carr that he take of the purchaser bonds with good security in such manner as will enable him to comply with this order and make a deed to the purchaser, that after paying expenses, he divide the balance into four equal shares & pay one fourth to the guardian of David Carr, one fourth to the guardian of Spencer Carr, one fourth to the guardian of Jonathan Carr and one fourth to Nathan Johnson's wife in her right and make a deed to the purchaser and make report thereof in order to a final decree & if no guardians the bonds to be returned to the court —

Clk. fee including a final
decree — — \$5. 00

Att. fee — — 10. 00
\$15. 00

Attest J. W. Webb Clerk of Court

on the side of David's Can about
1818 to 1825 - widow of David is
May who left a child called Spencer
Can an infant ~~now~~ in the wind.

deans. ...
to ...
Cary ...

Cam
den

The names of those a living Elizabeth Johnson and Maria is
dead but she left a heir named Lencer Barr David Barr
and Jonathan Barr the names of those that are dead
Solomon Barr died as near as near as can be told in the
year 1829 Hardy Barr died as near as can be told
in the year 1823 James Barr 1839

David Barr

James H. Webb

Receipt

\$3

1839. March 1st Rec^d of Solomon Daughtry
 com^d in a certain decree bearing date
 Feb. court 1839. a Bond Executed by Lemuel
 Vaughan & Ebert D. Vaughan security for the
 sum of Sixty Seven Dollars and forty nine cents
 it being my full proportion of the sales of the land
 in right of my wife, Given under my hand,
 Lemuel
 Wm. H. Webb
 Nathan Vaughan ^{his} mark

1839. March 1st Rec^d of Solomon Daughtry com^d in
 a certain decree bearing date Feb. term 1839. two
 Bonds Executed by Lemuel Vaughan with Ebert D. Vaughan
 security for the sum of Sixty Seven Dollars and 49^{cts}
 each it being the full proportion of each of the
 shares of David & Jonathan Carr in the sale of
 the land belonging to Solomon Carr dec^d. Given
 under my hands.
 Lemuel
 Wm. H. Webb

John H. Daughtry
 1839. Sept. 2nd Rec^d of Solomon Daughtry com^d.
 in a certain decree bearing date Feb. term 1839. one Bond Exec
 uted by Lemuel Vaughan with Ebert D. Vaughan security for
 the sum of Sixty Seven Dollars and 49^{cts} it being the full
 proportional part of the share of Spencer Carr W^{ife}.
 in the sale of the land belonging to Solomon
 Carr dec^d. Given under my hand.
 John Carr
 Ebert D. Vaughan ^{his} mark