

31 May 1808 Jury and Trial

Alexander Henderson against Daniel Carrol Brent - In Detinue

This day came the parties by their attorneys and thereupon came a jury to wit: William Horner, Rice Hooe, Wm. Richardson, Charles Barker, John Strother, Carr Bailey, Henry Peyton, John Bowie, John Sanders, George Larkin, Francis Montgomery, and George N. Brown, who being elected, tried, and sworn the truth to speak upon the issue joined upon their oath returned a special verdict in these words, to wit. "We the Jury find that Alexander Henderson Jun. described as Alexander Henderson, That Alexander was possessed of the Slaves Ben, Daniel, Anne in the declaration mentioned and also of the Dray and Horse in the declaration mentioned as of his own property. goods, and chattels and being so possessed he the said Alexander Henderson on the 4th day of August 1804 made and executed to the plaintiff the deed hereunto annexed in these words to wit. " Know all Men &c. and we find that the endorsement on the said deed was made at the same time by the plaintiff which endorsement we find in these words to wit. It is agreed &c. "We find that the consideration expressed in the said deed was a bona fide consideration and that the plaintiff hath actually paid on account of the defendant mentioned in the said deed and for Alexander Henderson Jun. the sum of thirteen hundred and fifty six dollars. We find that at a court held for the county of Fairfax on the 17th of September 1804 the said deed was admitted to record in that the certificate of which record is in these words to wit. At a Court held for Fairfax County &c. We find that at a Court held for Prince William County on the 5th of February 1805 the said deed was admitted to record in that court the certificate of which record is in these words to wit. At a court continued and held in Prince William County &c. We find that the said deed and endorsement were made and executed in Dumfries in the County of Prince William. We find that at a session of the United States Circuit Court for the District of Columbia for the County of Alexandria the said deed was admitted to record in that court. We find that the Negro Slaves in the declaration mentioned to wit. Ben, Daniel & Anne are the Negro Slaves mentioned in the said deed and we find that after the said deed was executed and before the institution of this suit the said Negro Anne had a child, which child is the same in the declaration mentioned. We find that on the 30th day of August and before & after that day Daniel B. Brent the defendant was Marshal of the District of Columbia duly appointed by the President of the United States and that Lewis Summers was a Deputy Marshal in the said District acting under the said Daniel C. Brent marshal as aforesaid. We find that an execution was issued on the 30th of August 1804 at the suit of the present directors & company of the Bank of Alexandria against the goods & chattels of Alexander Henderson jun. which said execution is in these words to wit. District of Columbia to wit &c. We find that the said execution was delivered into the hand of Lewis Summers Deputy Marshal of the said Daniel C. Brent to be executed and the said Lewis Summers by virtue of the same took & seized the Negroes Daniel and Anne and Dray and Horse in said declaration mentioned & detained the same until about the fifteenth day of December 1804 when he sold the same under the said execution. We find that after the said Negro Slaves & Dray & Horse were seized as aforesaid and before they were sold as aforesaid the said plaintiff gave to Lewis Summers Deputy Marshall as aforesaid notice of his title to the said property and forewarned him against selling the same under the said execution. We find that possession & use of the aforesaid Negroes &c. Dray & Horse continued and remained in Alexander Henderson from the execution of the deed herein before mentioned until the seizure under the execution before mentioned. We find that the said Negro Slaves and Dray & Horse never were in the actual possession of the defendant. We find that when the deed aforesaid was executed Alexander Henderson jun. was insolvent and that he left his residence in the County of Alexandria in November 1804 and departed to Europe and did not return until November 1805 and that he was discharged from confinement under the insolvent act of the District of Columbia. in February 1806. We find that Cleon Moore was not a subscribing witness to the signature of Alexander Henderson of Alexandria to said deed and that he did not attest the signature of the plaintiff to the first endorsement on said deed until the 29th of March 1805 and that James Patton attested the same after the said Cleon Moore and not in his presence. We find that the judgment on which the aforesaid execution was issued was obtained on the (blank) day of July 1804 in the Circuit Court of the District of

Columbia for the County of Alexandria which judgment we find in these words to wit. District of Columbia, County of Alexandria for June term 1804 &c. And if upon the facts aforesaid the law be for the plaintiff then we find for the plaintiff Negro Ben of the value of \$300 if to be had, if not to be had then we find the said sum of three hundred dollars his value. We find for the plaintiff Negro Daniel of the value of three hundred dollars if to be had, if not to be had then we find the said sum of three hundred dollars his value. We find for the plaintiff Negro Anne in the declaration mentioned of the value of two hundred dollars if to be had, if not to be had, then we find the said sum of two hundred dollars her value. We find the child in the declaration mentioned of the value of seventy dollars if to be had, if not to be had then we find the said sum of seventy dollars the value of said child. We also find for the defendant the Dray and Horse in the declaration mentioned of the value of one hundred and fifty dollars if to be had, if not to be had then we find the said sum of one hundred and fifty dollars their value. We find for the plaintiff four hundred eighty three dollars seventy five cents damages. But if the law be for the defendant then we find for the defendant - signed Wm. Horner. Dade attorney for plaintiff, L. C. Simmons attorney for the defendant.