

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.

13 May 1811

Grand Jury of Inquest

Charles Ewell foreman, Reuben Calvert, Richard Davis, William F. Moore, Henry Peake, Nathaniel Elliott, George W. Jackson, Bernard Botts, Enoch Orear, Peter Trone, John Kincheloe, Henry Washington, Griffin Matthews, Lynaugh Fitzhugh, Solomon Ewell, Thomas Newman and Jesse Evans were sworn a grand jury of inquest for the body of this county and having received their charge withdrew and after sometime returned into court and presented an Indictment against James Cornwell for Horse Stealing "a true bill", An Indictment against John McKee for Murder "a true bill", they also made the following Presentments to wit. "We the Grand Jury for the body of Prince William County in the Superior Court thereof do on our oaths present Thomas Selectman of the said County for living in habitual fornication with Sarah Oldham viz. on the first day of January last part and from day to day till the present time and in the county aforesaid by the information of George Mills especially summoned for that purpose."

"We also present Sarah Oldham of said County for living in habitual fornication with Thomas Selecman viz. On the first day of January last part and from day to day till the present time and in the county aforesaid by the information of George Mills especially summoned before us."

"We also present Frank Calvert of said County for living in habitual fornication with Elizabeth Southard viz. On the first day of January last part and from day to day till the present time and in the county aforesaid by the information of George Mills especially summoned before us."

"We also present Elizabeth Southard of said County for living in habitual fornication with Frank Calvert viz. On the first day of January last part and from day to day till the present time and in the county aforesaid by the information of George Mills especially summoned to give information."

"We also present Thomas Davis the elder for having intermarried with Nelly Simpson he the said Davis having another wife then living to whom he was theretofore lawfully married by the information of George Mills especially summoned to give information."

"We also present George Feagans for keeping a disorderly house in the said County by permitting Slaves, Free Negroes & White Persons to frequent his House & behave disorderly on the Sabbath by the information of Fewell A. Perry specially summoned before us for that purpose.
Chas. Ewell &c."

Whereupon on motion of the attorney for the Commonwealth it is ordered that a Copias issue on the said presentments against Thomas Davis returnable immediately which was issued accordingly, and that summonses issue on the other presentments this day found by the Grand Jury returnable to the first day of the next term.

James Cornwell late of the County of Prince William laborer who stands indicted of Horse Stealing was led to the bar in custody of the Jailor and thereof arraigned and pleaded

not guilty to the indictment and for his trial put himself upon God and the Country whereupon came a jury to wit. John McMillon, William Ashmore, Benjamin Jamasson, William Jamasson, Benjamin Cole, Charles Chick, Hugh Davis, William B. Webster, Benjamin Cooper, John Lynn, John Lansdown & James Noland who being elected, tried & sworn the truth of and upon the premises to speak upon their oaths do say that the said James Cornwell is not guilty of Horse Stealing of which he stands indicted as in pleading he hath alleged, and proclamation being made as the manner is, and nothing further appearing or being alleged against him. It is considered by the court that he be acquitted and discharged of the Horse Stealing aforesaid and go thereof without day.

1 January 1817

Macrae vs Dulaney

Hire of Judith

We promise to pay on the first day of January 1818 to Allan Macrae for the hire for the present year of his slave Judith, the sum of twenty dollars - To the payment whereof we bind ourselves our heirs &c. in the penal sum of forty dollars - And we further oblige ourselves to pay the taxes of said Judith, to furnish her with comfortable & sufficient clothing for the summer & for the winter - and with which latter (including two good shifts & habits, and a blanket, to return her to said Allan Macrae in the Town of Dumfries at the end of this year - Witness our hands & seals this first day of January 1817.

George W. Dulaney (seal)

Sarah Dulaney (seal)

The Commonwealth of Virginia, to the Sheriff of Prince William County, Greetings. We command you, that you take George W. Dulaney & Sarah Dulaney if they be found in your bailiwick, and them safely keep, so that you have their bodies before the Justices of our said County Court, at the Court-house of the said county, on the first Monday in November next, to answer Allan Macrae of a plea of debt for forty dollars, Damage ten dollars.

And have then there this writ. Witness, Phillip D. Dawe, Clerk of our said court, at the court-house aforesaid, this 20th day of October 1818, and in the 43th year of our Commonwealth.

P. D. Dawe

Know all men by these presents, that we, George W. Dulaney & Sarah Dulaney & William Calvert are held, and firmly bound unto Gerard Alexander, sheriff of Prince William County, in the just and full sum of Eighty Dollars to be paid unto the said sheriff, his attorney, his heirs, executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves jointly and severally, and each of our joint and several heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this 29th day of October 1818.

The condition of the above obligation is such, That if the above bound George W. Dulaney & Sarah Dulaney shall make their personal appearance at the next Prince William County November Court, then and there to answer the suit of Alex Macrae of a plea of debt for Forty Dollars damage Ten Dollars then the above obligation to be void, else to remain in full force and effect.

Signed, Sealed and delivered

in presence of

P. Norvill

Geo. W. Dulaney (seal)

Lucy C. Dulaney (seal)

William Calvert (seal)

27 December 1817

Hire of Janey, Daniel, & Osborn

On or before the first day of January 1819 we promise to pay or cause to be paid unto Gerard Alexander Sen. his heirs executors administrators or assigns, the just and full sum of sixty five dollars for the hire of Janney, Daniel and Osborn, and to return the said negroes to the said Alexander his heirs &c. on or before the 25th day of December 1818 well clothed each

with a hat and blanket, for the true performance whereof we bind ourselves our heirs executors and administrators in the penal sum of one hundred and thirty dollars as witness our hands and seals this 27th day of December 1817.

Teste

Martin Maddox (seal

J. Leachman

The Commonwealth of Virginia, to the Sheriff of Prince William County, Greetings. We command you, that you take Martin Maddox if he be found in your bailiwick, and him safely keep, so that you have his body before the Justices of our said County Court, at the Court-house of the said county, on the first Monday in March next, to answer Joseph Smith assignee of Gerard Alexander Sen. of a plea of debt for one hundred and thirty dollars, Damage ten dollars.

And have then there this writ. Witness, Phillip D. Dawe, Clerk of our said court, at the court-house aforesaid, this 10th day of February 1819, and in the 43th year of our Commonwealth.

P. D. Dawe

Prince William County, to wit: Joseph Smith assignee of Gerard Alexander complains of Martin Maddox in custody, &c. of a plea, &c. that he render unto him the sum of \$130 which to the plaintiff he owes and from him unjustly detains for that the said defendant upon the 27th day of December in the year of our Lord one thousand eight hundred and 17 in the county aforesaid, by his certain penal bill, in writing, signed with his own hand sealed with his seal and here into court produced, bearing date the day and year aforesaid bound himself his heirs, executors & administrators to pay to the said Gerard Alexander his executors, administrators, or assigns, the sum of \$65 to be paid to the said Gerard Alexander his heirs, executors, administrators, or assigns, on or before the 1st day of January 1819 and for the same payment well and truly to be made to the said Gerard Alexander his heirs, executors, administrators, or assigns the said defendant by the said bill, firmly bound himself his heirs, executors, and administrators, in the aforesaid penal sum of \$130 and the said plaintiff in fact avers that the said defendant the sum of \$65 aforesaid Gerard Alexander did not pay, which he ought to have paid to him according to the tenor and effect of the said bill, And Whereas the said Gerard Alexander afterwards, to wit, on the 10th day of February in the year 1819 at the county aforesaid, by his certain endorsement on the back of the said bill, with the proper name of the said Gerard Alexander by his own hand thereto subscribed, did assign all his right and interest in and to the said bill to the plaintiff the same being then due and unpaid, of which said endorsement, so made, as aforesaid; the defendant afterwards, to wit, on the last mentioned day and year, had notice at the parish and county aforesaid: By reason of which said premises, and by force of the Act of assembly, in that case made and provided, an action hath accrued to the said plaintiff to have and demand of the said defendant, the aforesaid sum of \$130 yet the said defendant although thereto often required, hath not yet paid the said sum of \$130 to the said plaintiff but the same to pay hitherto hath and still doth refuse to the damage of the said plaintiff and therefore he brings suit, &c.

J. Doe

Gibson p.q.

Pledges

R. Roe

1 Jan 1818
Hord vs Maddox
For Hire of Lewis

On or before the 1st day of January 1819 I promise to pay or cause to be paid to Hiram Hord his heirs or assigns the sum of ninety dollars for rehire of his man Lewis . The present year, and to return him at the expiration of the year will cloth with a hat and blanket for the due performance of which I bind myself my heirs &c. is the penal sum of one hundred and

eighty dollars - in witness whereof I have hereunto set my hand and seal this 1st day of January 1818.

Teste
Gerard Alexander

Martin Maddox (seal)

The Commonwealth of Virginia, to the Sheriff of Prince William County, Greetings. We command you, that you take Martin Maddox if he be found in your bailiwick, and him safely keep, so that you have his body before the Justices of our said County Court, at the Court-house of the said county, on the first Monday in June next, to answer Hiram Hord of a plea of debt for one hundred and eighty dollars, Damage ten dollars.

And have then there this writ. Witness, Phillip D. Dawe, Clerk of our said court, at the court-house aforesaid, this 21st day of April 1819, and in the 43th year of our Commonwealth.

P. D. Dawe

Prince William County to Wit:

Hiram Hord plaintiff complains of Martin Maddox defendant in custody &c. of a plea that he render unto him the sum of one hundred and eighty dollars which to him he owes and from him unjustly detains and for that the said defendant on the 1st day of January 1818 in the county aforesaid by his certain writing obligatory signed with his hand sealed with his seal and to the court now here shewn the date where is did promise to pay the said plaintiff the sum and year aforesaid his heirs or assigns the sum of ninety dollars on or before the 1st of January 1819 for the hire of a man named Lewis and to return him with clothes at the end of the year with a hat and blanket - for the due herefore and of which he bounds himself his heirs &c. in the aforesaid penal sum of 180 dollars and the plaintiff in fact says that the defendant the aforesaid sum of ninety dollars hath not paid - neither was the said Lewis clothed - and a hat & blanket furnished agreeable to the force and effect of said writing obligatory - By reason whereof the said plaintiff is entitled to have and demand the said penal sum of 180 dollars. nevertheless the said defendant although of ten required the aforesaid penal sum of 180 dollars hath not paid but the same to pay hath altogether refused and still doth refuse to the damage of the plaintiff 10 dollars and therefore he brings suit.

Tyler p.q.
J. Doe
Richard Roe

We the Jury find for the plaintiff for the debt in the declaration mentioned - and we do assess his damages by reason of the breach of the writing to the sum of Ten dollars and 13 cents.

Alex. Lawson

Know all men by these presents, that we, Martin Maddox and Charles Ming are held, and firmly bound unto Gerard Alexander Esqr. High Sheriff of Prince William County, in the just and full sum of Three Hundred and Sixty Dollars to be paid unto the said Sheriff, his attorney, his heirs, executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves jointly and severally, and each of our joint and several heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this (no date given).

The condition of the above obligation is such, That if the above bound Martin Maddox shall make his personal appearance at the next Prince William County June Court, then and there to answer the suit of Hiram Hord of a plea of debt for \$180 damage Ten Dollars then the above obligation to be void, else to remain in full force and effect.

Signed, Sealed and delivered
in presence of
J. Leachman

R. Alexander (seal)
Charles Ming (seal)

7 September 1818
List of Deeds admitted to record

Note - A list of deeds admitted to record in the office since August Court last.

John P. Duvall to Ann Duvall deed Gift dated 3 September 1818- For one Negro Woman named Mary, one Negro Girl named Emeline, one Negro boy named Tom and one Negro boy named Walmore and the increase of the females, also six head of cattle, four horses, three beds and all his household & kitchen furniture, for and during the natural life of said Ann Duval this deed was acknowledged in the office by Jno P. Duvall on the 3rs Sept 1818 to be his act and demand was thereupon admitted to record. Given under my hand this 7th Sept. 1818.

P. D. Dawe

2 November 1818

To William McIntosh - Jailor

Note - The Commonwealth of Virginia to Wm. McIntosh, jailor - June 27 To commitment of Negro Jesse the property of Eliz Calvert charged with larceny - 25 cents; 10 days diet & keeping at 34 cents for total of \$3.40.

July 6 To releasment of said negro 25 cents for a total of \$3.90 - signed Wm. M. McIntosh

31 December 1818

Jane Alexander vs John & Thomas Barron

For Hire of Kitty

Note - On or before the 1st day of January 1820 we the undersigned oblige ourselves our heirs &c. jointly and severally to pay to Jane Alexander her heirs or assigns the sum of thirty five dollars and 50 cents for the hire of Kitty and to return her on Christmas day next well clothed viz - with frock, two shifts, a pair of shoes and stockings, also a blanket. Given under our hands and seals this 31st day of December 1818. -

Teste.

Wm. Florance

John Barron (seal)

Thomas Barron (seal)

One shift, hat, & blanket still due me from Mr. John Barron

Prince William County to wit: Jane Alexander complains of John Barron & Thos Barron in custody &c. of a plea of breach of covenant for that heretofore to wit on the 31st day of December 1818 the defendants at the county aforesaid by their certain writing obligatory then & there made by the said defendants of the one part to the said plaintiff of the other part & which said writing obligatory is sealed with the seals of the said defendants the said plaintiff now being here into court the date whereof is the day and year aforesaid, the said plaintiff hired to the said defendants a negro slave girl named Kitty for a part of the year 1819 viz from the 1st January 1819 then ensuing the date of the writing obligatory to the full end and term of 11 months & 25 days, the said defendants obligatory themselves being oblige to pay therefore to the plaintiff the sum of \$35.50 on or before the 1st January 1820 & to return of the said negro slave Kitty to the possession of the said plaintiff on the Christmas day next ensuing the date of said writing obligatory on the 25th December 1819 well clothed viz with a frock two shifts & a pair of shoes and stockings also a blanket and the debt did whereby for themselves, their heirs &c covenant promise & agree to ___ the said plaintiff that they the said defendants their heirs &c should well and truly pay or cause to be paid to the plaintiff her heirs or assigns the said sum of money viz \$35.00 on or before the 1st day of January 1820 aforesaid & to return the said negro slave girl Kitty on or before Christmas day next ensuing the date of the writing obligatory (viz. on the 25th day of December 1819) well clothed with a frock two shifts a pair of shoes & stockings and a blanket - as by the said writing obligatory & covenant will more fully appear upon reference thereunto by virtue of which said hiring the said defendant became possessed of & enjoined the services of said negro slave girl Kitty for the said term so to their thereof granted as aforesaid and altho the said plaintiff hath always from the said time of making said agreement & unto obligatory kept __ and performed all things by her to be kept __ _ according to the true intent & meaning of the said agreement Yet __ that

the said defendants have not performed kept & fulfilled anything in the said agreement or writing obligatory contained on their part ___ to be performed kept & fulfilled according to the tenor & effect true interest & meaning thereof the said plaintiff saith that after the making of the said writing obligatory of agreement nor since the same ought to have been done kept & performed to wit on Christmas day ie on the 25th day of December 1819 to said defendants did not return the said slave or Negro girl Kitty well clothed with a frock two shifts a pair of shoes & stockings and blanket - contrary to the tenor & effect of the said writing obligatory so made as aforesaid at &c. aforesaid and the said plaintiff saith that since ___ ___ of the said writing obligatory agreement & neither before or since the same became due & ought to have been paid done kept & performing to wit. on or before the 1st January 1820 the said defendants have not paid kept done or performed or caused the same to be done unto the said plaintiff the said sum of \$35.50 or any part thereof contrary to the true tenor and effect of the said writing obligatory so made as aforesaid to wit. &c. aforesaid - And so the said plaintiff in fact saith that the said defendants or either of them altho often requested so to do have not kept done or performed their said covenant so by them made as aforesaid but hath broken the same and to keep the same with the said plaintiff have hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said plaintiff of \$50 therefore she brings suit &c.

J. Doe

Linton p.q.

R. Roe

We the jury find for the plaintiff the issue joined, and assess as her damages the sum of two dollars and 23 cents to carry interest from the 1st say of January 1820.

John H. Dye, foreman

15 November 1821

Deed of Trust - Griffin Stith to Richard Foote for use of William Stuart

This Indenture made this fifteenth day of November in the year 1821 between Griffin Stith of Prince William County of the one part and Richard Foote of the same county of the other part. Witnesseth that the said Griffin in order to secure the payment of certain debts due to William Swart, amounting to seven hundred ninety dollars and in consideration of the sum of one dollar, to him in hand paid by the said Richard, the receipt whereof is hereby acknowledged at and before the unsealing and delivery of these presents - He the said Griffin hath granted and bargained and sold the following slaves to wit: Priscilla, Moses, Tom & Wiley and all right title and claim to the aforesaid slaves, to have and to hold the said slaves, to the said Richard and his heirs forever. Upon trust nevertheless, that the said Richard shall when ever required by Wm. Stuart, advertise at some public place, to wit, at Haymarket in said County, the sale of said negroes, and proceed to sell the same for the best price he can get and out of the monies arising from said sale in the first place pay all charges attending said sale, and then the debt, to said Wm. Stuart, and then the residue of said money to pay to the said Griffin or his heirs or exors. In witness whereof, we have hereunto set our hands and seals the aforesaid day.

Teste - Wm. A. G. Dade

G. Stith (seal)

Richard Foote (seal)

At a Court held for Prince William County December 3, 1821 This deed of trust from Griffin Stith to Richard Foote was proved by the oath of William A. G. Dade, as to the execution thereof by Stith, and was acknowledged by the Stith, and was acknowledged by the said Foote to be his act and deed and admitted to record.

A Copy - Teste P. D. Dawe

Memo: On the 4th November 1822 Griffin Stith acknowledged this deed of trust to be his act and deed, in court, and ordered to be certified.

Teste P. D. Dawe

27 January 1823

Negro Nancy

On the 1st day of January 1824 we promise and oblige ourselves our heirs, executors or administrators to pay to William A. Linton twenty two dollars and 50 cents for the hire of Negro Nancy for the present year to give said negro a shift & habit of good oznaburgs in the spring, pay her taxes and levies and return her at the end of the year well clothed with a habit of good twill woolen cloth, a shift of good Oznaburgs, good shoes & stockings and a hat, and blanket or two dollars in lieu there of at the option of the said Linton for the true & faithful pays & performance of which we bind ourselves, our heirs, executors or administrators in the penal sum of forty five dollars. Witness our hands and seals this 27th day of January 1823.

Joseph J. Jameson (seal)

Vincient Wiatt (seal)

On the back of this note - I assign this note of thirty two dollars and eighty cents to T. Townshend for value received 1 April 1824 for the hire of Nancy.

**Trial and Jury for 4 March 1824 -
George Carney against Enoch Reno**

Pleas before the worshipful justices of the Court of the County of Prince William at a quarterly session continued and held at the Court house of the said County on the 4th day of March in the year 1824. Be it remembered, that heretofore, to wit: at rules held in the Clerks Office of the said Court at the Court house of the said County, for the month of April 1820 George Carney by Walter Harrison his attorney, filed in the said office with the clerk of the said Court, his bill against Enoch Reno in a plea of trespass on the case where bill follows in these words:

Prince William County to Wit: - George Carney complains of Enoch Renoe in custody &c. of a plea &c. for the said defendant before and at the time of the making of the promise and undertaking herein after mentioned was indebted to the said plaintiff in a certain sum of money, to wit, the sum of one hundred dollars and thereupon heretofore to wit upon the (blank) day of October 1818 at the County aforesaid, in consideration of the grievances and that the said plaintiff at the (not legible) and request of the said defendant would for---- to institute a suit against the said defendant to recover the value of a certain horse the property of the plaintiff, which the Slave and servant of the said defendant had killed and destroyed to wit on the (blank) day of October 1818 at the County aforesaid, he the said defendant undertook and then and there faithfully promised the said plaintiff to pay him the aforesaid sum of money the value of the horse aforesaid when he the said defendant should be thereunto required, and the said plaintiff ___ that he confiding in the said promise and undertake of the said defendant so made as aforesaid, did forbid and give time to pay the said sun of money to wit, the sum of one hundred dollars, yet the said defendant not regarding his said promises and undertakings but continuing and craftily and subtly intending to deceive and defraud the said plaintiff in that respect (although often requested so to do) hath not as yet paid the said sum of money or any part thereof but hath wholly neglected and refused and still does refuse to the damage of the \$100 therefore he brings suit. J. Doe and R. Roe pledges to prosecute, signed Wm. Harrison

(page torn and part missing) And afterward to wit at rules held in the clerk's office of the said County Court at the Court house of the said County for the month of May 1820 came the plaintiff by his attorney and the said defendant failing to appear and plead, on the motion of the plaintiff by his attorney. it is ordered that judgment be entered for the said plaintiff against the said defendant for what damage the plaintiff hath sustained by occasion of the defendants breach of the promise in the declaration mentioned which damages are to be inquired of by a jury. And afterwards to wit. At a Court of quarterly session continued and held for said County, August the (blank) 1820 came as well the plaintiff by his attorney as the defendant by Thomas M. Hewett his attorney, and on the motion of the defendant who pleaded non assumpoit?, to which the plaintiff replied generally, whereupon ___ (not legible) was joined the judgment and writ of Inquiry awarded in the case are set aside.

And afterward to wit At a County Quarterly Session continued and hold for said County March 1821 This cause (not legible) continued on the motion and at the costs of the defendant

and afterwards to wit. At a Court of Quarterly Session and continued and held for said County August 8th 1822 this cause was continued.

And afterwards to wit. At a Court of Quarterly Session continued and held for said County November 7th 1822 this cause was continued.

And afterwards to wit. At a Court of Quarterly Session continued and held for said County June 1823 this cause was continued on the motion and at the costs of the plaintiff.

And at a Court of Quarterly Session continued and held for said County August 7th 1823 came the parties aforesaid by their attorneys and thereupon came also a jury to wit: Vincient Wiatt, William Bowen, John H. Dye, Thomas Brawner, John Maddox, John S. Fairfax, Sanford Pickett, Joseph Crouch, Craven Peake, James W. Scott, Joseph Butler, & James Howison who were elected, tried and sworn the truth to speak of and upon the issue between the parties aforesaid joined and the plaintiff by his counsel in the case produced in evidence to the jury to prove and maintain the issue joined on his part a witness who said that he was at the house of the defendant some time since when the defendant said that he had told Carney the plaintiff that he need not be uneasy at the death of the mare which was supposed to have been killed by a servant of the defendant that if he would rest easy he would pay the plaintiff for the mare and sell the boy his slave, who had killed her, that he was such a villain that he would not keep him for he had killed two other horses before the same way he had killed that one, the witness further understood the defendant to have said to the plaintiff that if he would not take up the boy or prosecute him as I understood the defendant that he would pay the plaintiff for the mare, the witness was told by the defendant that he had paid the plaintiff \$20 & should not pay him anymore. He likewise introduced another witness who said that some time in the year 1818 the plaintiff and the defendant came to his house and the defendant requested the witness to undertake to sell for him the boy who had killed the mare of the plaintiff & told him the sum of fifty dollars were intended to be taken on from the price to satisfy the plaintiff for the loss of the mare aforesaid, he sold the Negro boy for the sum of \$715 the money remained in the hands for some time during which time the plaintiff borrowed of him \$20 & gave an order to him on the defendant which was accepted & paid by the defendant when he received the price of the boy, which money is the same spoken of in the testimony of the first witness, witness also proved that after payment of the said \$20 the defendant in a conversation with him confessed? a wish that he the defendant had at the time he paid the said \$20 paid \$30 more which would have satisfied as he said the plaintiff claim and the said defendant says that the aforesaid matters in form aforesaid to the jurors shewn (not legible) --- evidence by the said plaintiff is not sufficient in law to maintain the said issue joined on the part of the plaintiff and that the said defendant to the matter aforesaid shewn in evidence hath no necessity nor is he bound by the laws of the land to answer and this he is ready to verify wherefore for want of sufficient matters in that behalf in evidence to the jury aforesaid shewn the said defendant --- (not legible) judgment and that the jurors aforesaid be discharged from giving any verdict upon the issue & that the plaintiff be barred from having a verdict and the said plaintiff saith that he hath given sufficient matter in evidence to which the defendant hath given me answer &c. and thereupon the said jury returned a verdict in these words "We the Jury (part of page missing) plaintiff and asses his damage (another part of page missing) \$30 subject to the opinion of the court upon the demurrer filed. James W. Scott foreman" and the court not now being advised what judgment to give in the premises take time to consider thereof and now here this day to wit. At a Court of Quarterly Session continued and held for said county on the aforesaid 4 day of March 1824. Came the parties aforesaid by their attorneys and the court having maturely considered the matter of law arising upon the (not legible) to evidence and the arguments of counsel doth overrule the same therefore it is considered by the court that the plaintiff recover against the said defendant the sum of thirty dollars the damages aforesaid by the jurors aforesaid in form aforesaid found and his costs by him about his suit in this behalf e----- and the defendant in money &c. Plaintiffs costs \$45.81, Defendants costs \$12.17

10 June 1824

Commonwealth vs Alice

Prince William County to wit: To Abraham Mellon, Constable and Jailor, in the County aforesaid. These are to command you in the name of the Commonwealth forthwith to convey and put into the jail the body of Alice, a slave belonging to John Fox, charged before me one of the Justices of the peace for the County aforesaid of having medium said to be poisonous with the intention of administrating the same, to a slave belonging to the aforesaid John Fox by the name of Tuck, alias Susanna: in violation of an act of assembly in that case made and provided and her there safely keep until she shall thence be discharged by due course of Law given under my hand and seal at the poor house in the County aforesaid this tenth day of June 1824.

John Hutchison