

Dean vs Thompson
money due by account
7 June 1826

Prince William County to &c.: Benjamin Dean complains of Isreal B. Thompson in custody of a plea of trespass on the case. For that the said defendant heretofore to wit on the 1st day of April 1823 in the County aforesaid was indebted to the plaintiff in the sum of \$37.50 for the rent of a Mill for the purpose of working a carding machine &c. for goods before that time sold and delivered by the plaintiff to the defendant at the special request and for money had and received by the defendant to the use of the plaintiff and for money lent and advanced by the plaintiff to the defendant at their special request; and for money paid, laid out and expended by the plaintiff for the defendant at his special request; and for work and labor done and performed by the plaintiff for the defendant at his special request. And being so indebted, the defendant afterwards, that is to say, on the day and year aforesaid, at the county aforesaid, in consideration thereof undertook, and then there faithfully promised to the plaintiff that he the defend the said several sums of money, when requested, would well and truly pay to the plaintiff.

And Whereas, the defendant afterward, that is to say, on the first day of April 1825 in the year aforesaid, at the county aforesaid, accounted with the plaintiff of and concerning divers sums of money from the said defendant to the said plaintiff before that time due, owing and then in arrears and unpaid, and upon such accounting the said defendant was then and there found arrears and indebted to the said plaintiff in the further sum of \$37.50 and being so found in arrears and indebted the said defendant afterwards, that is to say, on the day and year last mentioned, at the county aforesaid, in consideration thereof, undertook, and then and their faithfully promised to pay to the plaintiff when thereto afterward required the said last mentioned sum of money.

Nevertheless the defendant said promises in no wise regarding, the said several sums of money nor any part thereof, though often required to the plaintiff has not paid, but the same to pay always refused and still refuse to the damage of the plaintiff of one hundred dollars, and thereupon he brings suit, &c.

J. W. Tyler P.Q.

The Commonwealth of Virginia, to the Sheriff of Prince William County, Greetings. We command you, that you take Isreal B. Thompson 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 Benjamin Dean of a plea of trespass on the case Damage \$100

And have then there this writ. Witness, Phillip D. Dawe, Clerk of our said court, at the court-house aforesaid, this 16th day of May 1825, and in the 49th year of our foundation.

P. D. Dawe

Isreal Thompson not found - James Fewell D. S. or Charles Ewell

The Commonwealth of Virginia, to the Sheriff of Prince William County, Greetings. We command you, that you take Isreal B. Thompson 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 August next, to answer Benjamin Dean of a plea of trespass on the case Damage \$100

And have then there this writ. Witness, Phillip D. Dawe, Clerk of our said court, at the court-house aforesaid, this 30th day of June 1825, and in the 49th year of our foundation.

P. D. Dawe

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The Commonwealth of Virginia, to the Sheriff of Prince William County, Greetings. We command you, that you take Isreal B. Thompson 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 November next, to answer Benjamin Dean of a plea of trespass on the case Damage \$100

And have then there this writ. Witness, Phillip D. Dawe, Clerk of our said court, at the court-house aforesaid, this 9th day of August 1825, and in the 49th year of our foundation.

P. D. Dawe

Executed On Isreal Thompson - James Fewell D.S. for Charles Ewell

August 4th 1834 (163)

On the motion of Hiram King who made oath and together with Henry Chapman his security entered into and acknowledged a bond in the penalty of \$100 conditioned as the law directs. Certificate is granted the said Hiram King for obtaining letters of administration on the estate of Robert H. King

deceased in deed form.

Ordered that the collector of the county levy pay to Daniel Thornberry the sum of \$4.20 for timber to repair a road out of any fraction which may remain in his hands for the present year.

Present at this time – Jesse Ewell, Thomas Nelson, George Weedon and Jesse E. Weems gentlemen justices.

The Grand Jury returned into court with sundry presentments and were discharged. And on the motion of the attorney for the Commonwealth it is ordered that the several persons who were presented be severally summon to show cause why information should not be filed on said presentments.

Ordered that John Sowden, Henry Chapman, Benjamin F. Thomas and Henry J. Love or any three of them being first sworn do inventory and appraise the estate of Robert H. King deceased according to law.

Tyler & others to Graham deed release acknowledged by Charles Hunton to be his act and deed and ordered to be recorded.

On the motion of Baily Robinson the court doth certify that he is a man of good character, and that his house in the county is a place fit & convenient for the retail of ardent spirits.

An inventory & appraisement of the estate of Richard Foote deceased was presented to the court and ordered to be recorded.

Present at this time Thomas Nelson, John W. Williams, George Weedon & Jesse E. Weems gentlemen justices.

Sally Anderson an insolvent debtor committed to the jail of this county upon *capias pro fine* which issue from the clerks office of the Circuit Superior Court of Law and Chancery for this County against her was brought into court by the sheriff, and the said Sally Anderson having in open court subscribed and delivered in a schedule other estate, and made oath thereto as the law directs, therefore, it is ordered that the said Sally Anderson be discharged out of custody.

Ordered that James Foster gentleman do allot hands to work the road of which Hugh W. Davis is surveyor and report to the court.

Ordered that James Foster gentleman do allot hands to work the road of which Samuel Tansill is surveyor and report to the court.

John W. Soper is continued surveyor of the road leading from the Bull Run Road to Isreal B. Thompson's Mill running between Wm. Foote's & Doctor James Nelson. Ordered that he keep said road in lawful repair with the tithes on the lands of Wm. Foote deceased which are allotted to work the same.

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And have then there this writ. Witness, Phillip D. Dawe, Clerk of our said court, at the court-house aforesaid, this 9th day of August 1825, and in the 49th year of our foundation.

P. D. Dawe

Executed On Isreal Thompson - James Fewell D.S. for Charles Ewell

2 October 1843

Waller & Wife to Foote - Deed of Trust

Use of Isreal B. Thompson

Deed Book 18, page 73

This Indenture made this seventh day of September in the year of our Lord one thousand eight hundred and forty three, between William Waller and Frances his wife of the County of Prince William and State of Virginia of the first part and Isreal B. Thompson of the County and State afore said of the second part and Frederic Foote of the

same County & State of the third part Witnesseth whereas the said William Waller is indebted to the said Isreal B. Thompson in the sum of eleven hundred dollars for the payment of which the aforesaid Waller hath this day executed five several Bonds payable as follows to wit, the first Bond payable the first day of September eighteen hundred and forty four for two hundred dollars the second payable the first day of September eighteen hundred and forty five for two hundred dollars the third payable the first day of September eighteen hundred and forty six for two hundred dollars The fourth payable the first day of September eighteen hundred and forty seven for two hundred dollars The fifth payable the first day of September eighteen hundred and forty eight for three hundred dollars The four first bonds bearing interest from the dates they respectively become due, and the last Bond bearing interest from the first of September eighteen hundred and forty seven And the said Waller being desirous of securing to the said Thompson the said several sums with the Interest that may accrue thereon. Now for and in consideration of the said several debts and interest and also in consideration of the sum of one dollar to him the said William Waller in hand paid by Isreal B. Thompson at the time of the sealing and delivering of these presents the receipt whereof is hereby acknowledged he the said William Waller and Frances his wife have granted, bargained and sold and, by these presents do grant bargain and sell to the said William Foote third party to these presents a Water Grist Mill and Saw Mill together with a Lot of Ground attached thereto containing by estimation sixteen acres be the same more or less the same being on the Waters of Catharpin in the County of Prince William in the State of Virginia which was purchased by Isreal B. Thompson of Robert Brooke and by said Thompson conveyed to William Waller by deed bearing date the second day of September one thousand eight hundred and forty three for a further description of said Lot reference is had to a deed of Charles Hunton Esq. made to Robert Brooke being all the land thereby conveyed to said Brooke to have and to hold all the aforementioned property to the said Frederick Foote and his heirs in trust nevertheless to and for the following uses intents and purposes. That is to say in case the said William Waller shall fail to pay the said several sums and interest which may accrue as aforesaid then the said Frederick Foote trustee as aforesaid shall sell the same for the highest price that can be obtained for the same at Public Auction for ready money he having advertised the sale of the same in some newspaper published in Leesburg at least ninety days previously to such sale and out of the proceeds thereof the said Frederick Foote trustee shall in the first place payable expenses of advertising and the said trustees legal fees and then pay the amounts which may be then due the said Thompson on all of the said Bonds and Interest and on such payment being made the said Frederic Foote shall and may make a deed of conveyance to the purchaser in fee simple, and if there be any excepts their left the same he paid to the said William Waller or such person as may be legally authorized to receive it in his behalf. But if the said William Waller shall well and truly pay the said several sums and Interest then this and every part thereof shall be void and of non effect and the said Frederic Foote trustee as aforesaid oath for his heirs covenant and agree that he and they will well and truly execute and fulfill the powers vested by their deed of trust according to the true intent and meaning thereof in testimony whereof the parties to these presents have hereunto set their names and affix their seals the day and year first above written.

William Waller (seal)

Frances Waller (seal)

F. Foote (seal)

Prince William County, State of Virginia

We George G. Tyler and James M. Tyler justices of the peace in and for the said County in the State of Virginia do hereby certify that William Waller, Isreal B. Thompson and Frederic Foote parties to a certain deed bearing date the second of September in the year of our Lord, One Thousand Eight Hundred and Forty Three and hereunto annexed personally appeared before us in our County aforesaid and acknowledged the same to be his act and deed and desired us to certify the said acknowledgment to the Clerk of the County Court of Prince William County in the State of Virginia in order that the said deed may be recorded. Given under our hands and seals this seventh day of September 1843.

Geo.G. Tyler (seal)

J. M. Tyler (seal)

Prince William County Viz.

We George G. Tyler and Jas. M. Tyler, justices of the peace in the county aforesaid in the State of Virginia do hereby certify that Frances Waller wife of William Waller parties to a certain deed bearing date the second of September in the year of Our Lord One Thousand Eight Hundred and Forty Three and hereunto annexed personally appeared before us in our county aforesaid in the State of Virginia and being examined by us privily, and apart from her husband and having the deed aforesaid fully explained to her, she the said Frances Waller acknowledged the same to be her act and deed and declared that she had willingly signed sealed and delivered the same, and that she did not wish to retract it. Given under our hands and seals this second day of September 1843.

George G. Tyler (seal)
J. M. Tyler (seal)

At a Court held for Prince William County, October 2nd 1843. This Deed of Trust from William Waller and wife to Frederic Foote (for the benefit of Isreal B. Thompson) may presented to the Court, with certificate annexed, and ordered to be recorded.

Teste, J. Williams C.C.