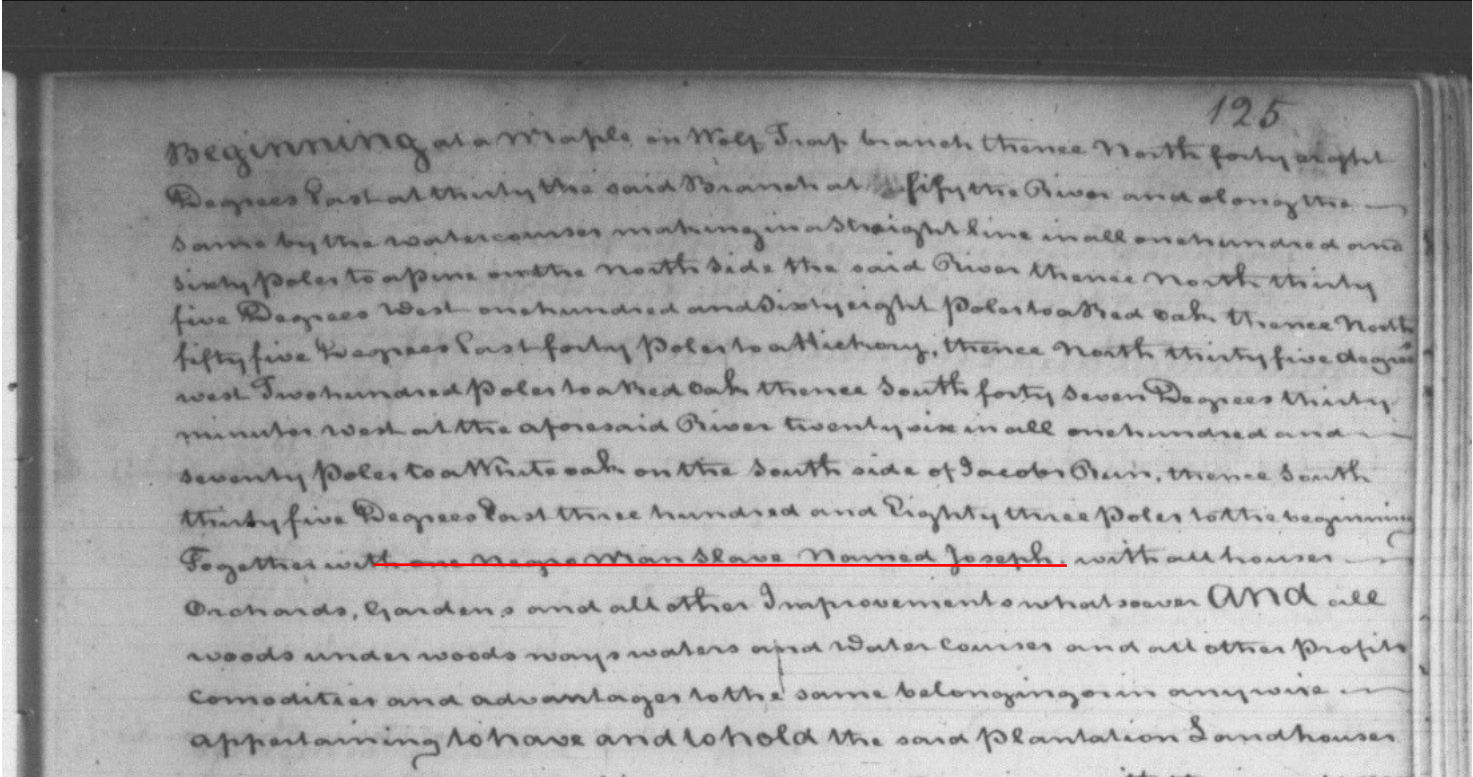
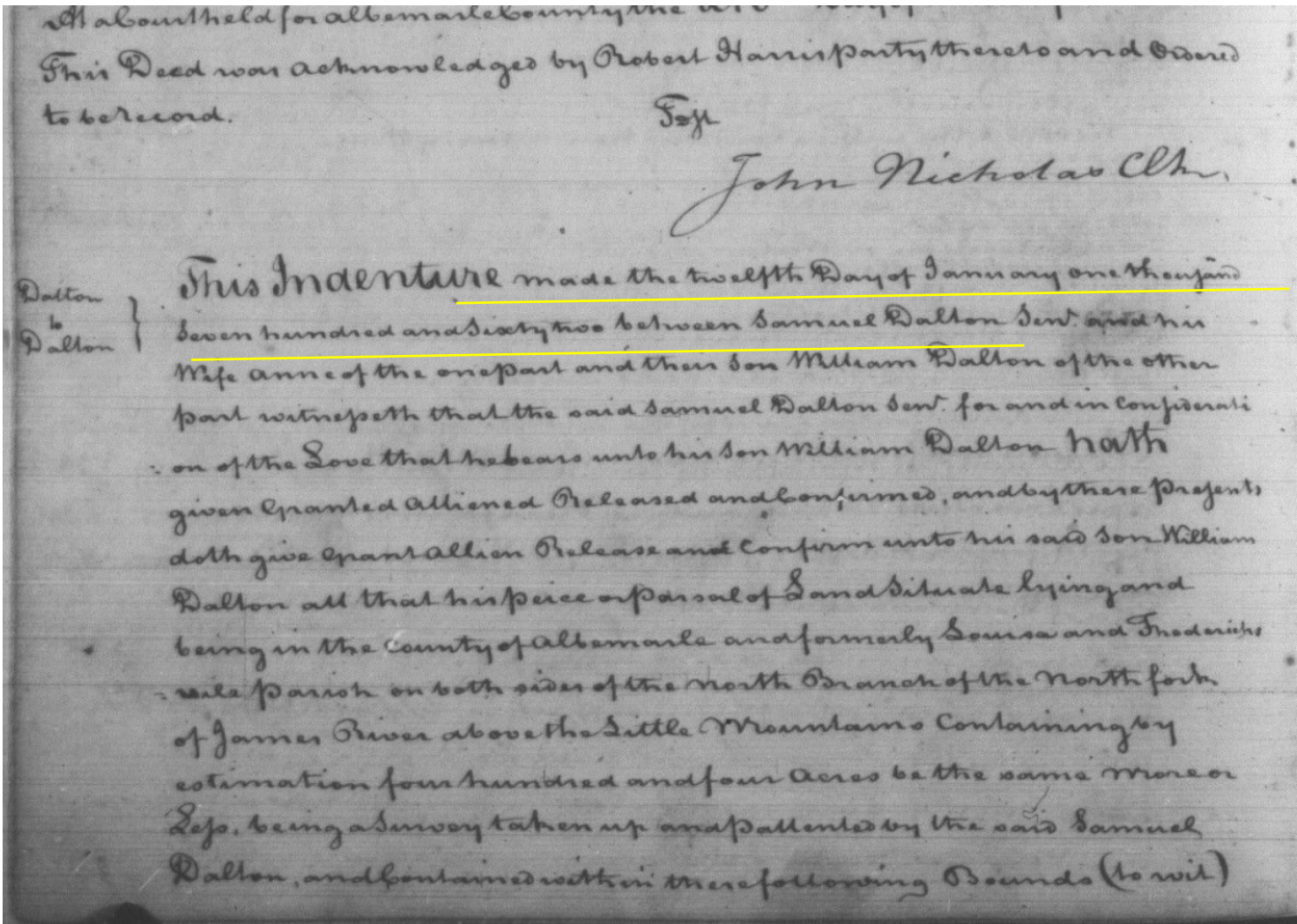


The Reginald D. Butler Local History Archive

<http://community.village.virginia.edu/cvhr/universalviewer/scans>

Note: First courthouse in Court Square was constructed in 1762



Albemarle · Albemarle Deeds · Albemarle DB-03 1761-64

ordered to be recorded

Test
Herring Taz

This Indenture made the twentieth Day of December in the Year of our Lord one Thousand seven hundred & Sixty two Between Ashford Wapier of the one part & Archibald Ingram George Hippius ^{in witness} of the other part: Witnesseth that the ¹ Ashford Wapier for & in Consideration of the sum of one hundred and Six pounds eight Shillings Curr^t. Money of Virg^a to him in hand paid the receipt whereof he doth hereby acknowledge hath granted bargained Sold Alien^d released & Confirmed & by these presents doth Grant Sell Alien release & Confirm unto the ¹ Archibald Ingram George Hippius & to their Heirs & Assigns for ever all that his Tract or parcell of Land containing two hundred acres be the same more or less lying in the County of Albemarle on the upper side of the Rappahannock River is

being the Tract of Land & plantation whereon the said Ashford Wapier now lives and given to him by his Father Robert Wapier Deceased as also one a Negroe Telson named Tom Now in the possession of Col^l John Cotts three cows & calves Mark'd with one under neck in the right ear & a hole in the left ear one Bay Horse with a Star in his forehead brand on the near Shoulder with a Tree on the near Buttock & and one light grey Mare Brand not known if any. Together with all Houses, Orchards, Woods and woods Water & Water Courses and all other the Premises with their & every of their appurtenances & also the Reversion & Reversions, Remainder & Remainders Rents & Services of all & Singular the ¹ Tract of Land & premises above mentioned & Negroe & Stock afores^d. To have & to hold the said two hundred Acres of Land Negroe & Stock & all & Singular other the Premises hereby granted & every part thereof with the Appurtenances unto the ¹ Archibald Ingram George Hippius & to their heirs & Assigns for ever Provided always & it is agreed by & between the ¹ parties to these presents that if the ¹ Ashford Wapier his Heirs Exec^{rs} or Adm^{rs} do & shall well & truly pay or cause to be paid unto the said Archibald Ingram George Hippius & to their lawfull Attorney Ex^{rs} Adm^{rs} or Assign the full & just sum of one hundred & Six pounds eight Shillings Curr^t. Money of Virgi^a with lawfull Interest & all Costs by or before the first Day of March which shall

Albemarle · Albemarle Deeds · Albemarle DB-03 1761-64

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To all to whome these presents shall come This Indenture Made
this eight Day of September in the year of our Lord MDCCLXIII
 Between William Tenell Lewis of the Parish of St. Anne in the County
 of Albemarle of the one part & his Daughter Anne McConnell the
 Wife of John McConnell Matter of the Parish & County aforesaid
 of the other part witnesseth that the said W^m Tenell Lewis as well for
 & in Consideration of the Natural Love & Affection which he hath
 & beareth unto the said Anne McConnell his Daughter of John
 McConnell her Husband as also for there better Maintenance & Support
 hath given granted Aliened Encoffed & Confirmed & by these presents
 doth give grant. Alien Encoff & Confirme unto the said Anne McConnell
 & John McConnell there Heirs & Assigns one Mesuage Tract or
 parcel of Land Situate lying & being in the aforesaid Parish of
 St. Anne & County of Albemarle Containing Two hundred and
 Fifty Acres, bounded as followeth (to wit) by Abraham Munchs
 Lines James Wamers John Harris John Gills & James Darvport
 Lines of all Houses. Buildings. Orchards. Crops Commodities Heredi-
 taments of appertinances whatsover to the said Premises hereby
 granted or any part thereof belonging or in anywise appertaining
 & also one Negroe Girl Slave named Pat. together with the future
Increase of the aforesaid Slave of the Revivion & Revivions Roman

Albemarle · Albemarle Deeds · Albemarle DB-03 1761-64

+ - ↺

Harlow
Duglas } This Indenture Maide this Tenth Day of August and in the
year of our Lord Christ one thousand Seven hundred & Sixty
three Between William Harlow of the Parish of Frederickwill
in the County of Albemarle Planter of the one part & Charles
Duglas of the parish & County aforesaid of the other part Witness
eth that the said William Harlow for & in consideration of the Sum
of Seventy pounds Current Money of Virginia to him the said
William Harlow at & before the Sealing and Delivery of the presents
in hand well & Truly paid the Receipt whereof he doth hereby
acknowledge & thereof and of every part & parcel thereof doth
acquit & Discharge the said Charles Duglas his heirs and Adm^r
for ever by these presents he the said William Harlow hath granted
Bartered and Sold by these presents Doth grant Bargain & Sell
unto the said Charles Duglas his heirs & assigns for ever the follow
ing Negroe Slaves named as followeth Primum Tamen Nomen
& Well To have & to hold the said Negroes unto the said Charles
Duglas his heirs & assigns to the only proper and behoof of him
the said Charles Duglas & of his heirs & assigns for ever provided always
& upon condition that if the said William Harlow his heirs & Adm^r
shall pay or cause to be paid, at the now Dwelling House
of the said Charles Duglas in the Parish & County aforesaid
unto the said Charles Duglas his heirs & Adm^r the aforesaid
Sum of Seventy pounds Current Money of Virginia with
lawful Interest thereon then this Indenture and every
Clause & Articles hereof shall cease Deturmen & be utterly Void
& the said William Harlow for himself his heirs & Adm^r

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at a Court held for Albemarle County the 33rd Day of April 1764.

This Deed was proved by the Oaths of Robert Miller James Whary & Daniel Maypin the Witnesses thereto & ordered to be recorded

Test Henry Fay *[Signature]*

Know all Men by these presents that I William Coursey junier of Albemarle County and Parish of St. Anne for and in Consideration of the Sum of Forty Five pounds Curr. Money of Virginia which I owe unto Bernard Franklyn of the aforesaid County & Parish have granted Bargained Sold & Delivered and by these presents do fully clearly and absolutely Grant Bargain & Sell unto the said Bernard Franklyn his Heirs Executors Administrators & assigns one certain Piece or parcel of Land Situate Lying & being in the County and Parish aforesaid in the South Garden on the Branches of Highway that I purchased of Cleave land Coffey containing Two hundred & Forty five Acres Taken up & Surveyed by the said Cleaveland Coffey also one Negroe Girl named Sarah to have & to hold the said Land & Negroe & every part & parcel thereof by these presents Bargained & Sold as his own proper Land & Negroe Slave unto the said Bernard Franklyn his Heirs Ex^{rs} Adm^{rs} & assigns for ever, the said William Coursey for himself his Heirs Ex^{rs} Adm^{rs} and assigns Doth Covenant promise & Agree to & with the said Bernard Franklyn his Heirs Ex^{rs} Adm^{rs} & every of them all & singular the said Land & Negroe Slave before granted Bargained & Sold unto the said Bernard Franklyn his Heirs Ex^{rs} Adm^{rs} & assigns against all persons whatsoever shall & will Warrent & for ever defend by these presents in Witnes whereof I have hereunto set my hand and Seal this Twentieth Day of January one thousand Seven hundred & Sixty four.

The Condition of the above Obligation is that if the above Bounden William Coursey Jr. his Heirs Ex^{rs} Adm^{rs} & assigns or either of them do well & Truly Pay or Cause to be paid unto the said Bernard Franklyn his Heirs Ex^{rs} Adm^{rs} or assigns the full Just Sum of Forty five pound Curr. Money above Written on or before the Tenth Day of October in the Year of our Lord God one thousand Seven hundred & Sixty five with the lawful Interest thereon from the Date hereof without fraud or further Delay ^{that} then this Obligation to be Void or Else to Remain in full Power force & Effect in Law

Signed Sealed & Delivered
In presence of us

Henry Cleaveland James Wilson

W Coursey *[Signature]*

Albemarle · Albemarle Deeds · Albemarle DB-05 1768-72

July 10
KNOW all men by these Presents That I John Jay of Albemarle County for and in consideration of the Sum of three hundred and Ninety Pounds twelve Shillings and nine Pence Brit^{ish} money of Virginia, to me in hand Paid by James & Robert Donalds Es^{rs} Merchants of Glasgow the Receipt whereof I hereby acknowledge to have bargained sold and Delivered & by these Presents do bargain sell and Deliver unto the said Donalds Es^{rs} one certain Parcel of Land Consisting of five hundred Acres being Part of a certain Tract, by Patent to Joshua Jay Containing 1510 Acres lying on the Green Mountain in Albemarle County and formerly the tract on which I now live. the said five hundred Acres to be laid off by the said Donalds Es^{rs} in the most convenient manner joining the lines of John Coles's Land as far as it extends on the Green Mountain with all the houses Buckards Fences and all other appurtenances thereunto belonging and likewise hereby bargain, sell and Deliver unto the said Donalds Es^{rs} one Negro Slave named Milford, one Negro woman named Jeany, a young White named Betty, a Negro Girl named Sally, a Negro boy named milly, a Negro boy named Sam & a Negro boy named milford - the five last mentioned being the children of the above named Jeany, and one white Boy named - To Have and to hold unto the said Donalds Es^{rs} their Heirs and Assigns forever the above bargained Land and Slaves &c. and I the said John Jay for my self my heirs Executors and Admors the said bargained premises unto the said James & Robert Donalds Es^{rs} their Heirs and Assigns forever shall warrant and forever defend against claim or Demand of any Person or Persons whatsoever.

As aforesaid that then this Indenture shall remain in full force & Effect in Witness Whereof I have hereunto set my hand and seal this twenty sixth Day of May in the year of our Lord one thousand seven hundred and Sixty eight
Signed Sealed & Delivered
In Presence of us - } John Jay (L)
Isaac Coles
Peter Davis
Elisha Cox
Deaton W. Auster
At about held for Albemarle County the 2nd Day of August 1768
This Deed was Proved by the Oath of Isaac Coles Peter Davis & Elisha Cox witnesses and ordered to be Recorded
J. H. Henry Jay

DB 10, Page 44 February 9, 1790

and I now will was proved by the oath
of John Harris, One of the witnesses thereto and at February
Court MDLXXC, the same was proved by the oaths of John
Brackenridge and John Steel two other witnesses thereto
and ordered to be recorded

Key
to
Key
Ex^d

John Nicholas Esq

KNOW all men by these that I Martin Key son
of the County of Albemarle and Commonwealth of Virginia
have constituted and appointed Thomas Key and Henry
Key of the State of South Carolina my true and lawful
attorneys with full power for me and in my name to
act for the following purposes Viz Whereas it hath been
represented to me that two of my slaves one called Joe and
the other Venus, have removed into South Carolina and are
there held by some person or persons to me unknown claiming
them under some pretences as their own property Whereas
the said slaves have been and still are mine having
never sold or otherwise disposed of the same for the purpose
of recovering the same I have and by these presents do
constitute and appoint the said Thomas and Henry
Key my true and lawful attorneys with full power to

Sue for and recover the said slaves taking jointly or ⁴⁵
severally such legal measures as may be necessary to regain
the possession of the same hereby Ratifying and Confirming
what ever my said attorneys shall lawfully do or cause
to be done in the premises, by virtue of these presents to which
I bind my self my heirs Exors and admors In Witnes
whereof I have hereunto put my hand and seal this 9th
day of February 1790

Signed Sealed and Delivered } Martin Key (Seal)
In presence of
John Key
Joshua Key
At Albemarle February Court MDLXXC

This instrument of writing was produced
into Court and proved by the oaths of William Hughes
and Joseph Childers two of the witnesses thereto and
Ordained to be Recorded

Upton

John Nicholas 6th

McCaul

Co. d

I know all men by these presents that of Thomas
Upton of Albemarle County for and in consideration
of the sum of Twenty two pounds Nineteen Shillings
and seven pence Virginia Currency Received of
Henderson McCaul & Company have Bargained and
Sold and hereby do bargain and sell One certain tract
or parcel of Land lying and being in the County of
Albemarle which said tract I purchased of John Jones
as will more fully appear by Deed Recorded in
Albemarle office to the said Upton also two Negroes
Viz. Van and Liller Daughter of Sam, to the said
Henderson McCaul & Company their Heirs and assigns
to have and to hold the said Land and Slaves
to the said Henderson McCaul and Company and
their Heirs forever and the said Thomas Upton for
himself and his Heirs both Covenant Warrants and
Defend the said Land and Slaves to the said Henderson
McCaul & Company and their Heirs against all
persons whatsoever provided always and it is agreed, that
if the said Thomas Upton shall pay or Cause to be
paid unto the said Henderson McCaul & Company
their Heirs ^{Chs} Executors ^{Chs} or assigns the above sum of.

Gellaspay
to D^{ns}
Ellis
Ex^o

Know all men by these presents that I Lewis Gellaspay of Albemarle
County for and in consideration of a contract of marriage between myself the said Lewis
Gellaspay and a Nancy Ellis of said County have voluntarily of my own good will
unto her the said Nancy Ellis given unto her before our intermarriage One negro
boy named Stanger-man now my property liberated one good Horse & Saddle
two Cows and calves all which property I do warrant and ever for ever defend unto her
the said Nancy Ellis both to her heirs and successors forever Now this is by no
means conditioned in any but a Surety to the said Nancy Ellis during her
natural life of peaceable and fully including One third of the Lands I may die seizer
of together with as comfortable a maintenance through our natural lives as we may
find convenient unto ^{which} and in all and every part of the property before granted
to rest her and heirs forever I further do covenant & agree that all the property
she may bring into my Family that unto not belong before our marriage shall
not solely in her power to dispose of as she may think proper. This is as
above the true intent of the above wrote Contract, as Witness Whereof I have
set my hand and seal this 21st day of April One thousand eight hundred
and two

Lewis Gellaspay
mark

Signed in presence of
John Bings
Allen Thomas
John B. Ellis

H. Albemarle September Court 1802.
This Marriage Contract was produced into Court & acknowledged
by Lewis Gellaspay & Nancy Ellis and ordered to be recorded.
John Nicholas Clerk

DB 14, Page 63 - July 7, 1802. (Refers to something due on May 1, 1803.)

Albemarle · Albemarle Deeds · Albemarle DB-14 1802-04

to be paid and two Betwixt John Grayson of the County of Albemarle of the one part
 and Andrew Hart & Hart & Nimmo of the County aforesaid of the other part
 Witnesseth that the said John Grayson for and in consideration of the sum of
 five Shillings Current Money of Virginia to him in hand paid by the said
 Andrew Hart and Hart & Nimmo at and before the sealing and delivery
 hereof. But more especially for ^{the} securing the payment of Forty six pounds
 fourteen Shillings and three pence with lawful Interest from the seventh day
 of the present month due from the said John Grayson to the said Andrew
 Hart and Forty seven pounds twelve Shillings and three pence Current Money
 of Virginia with lawful Interest from said seventh day of the present month
 due from the said Grayson to the said Hart & Nimmo, the said John Grayson
 doth grant, bargain sell and deliver (in Trust, unto Samuel Murrell
 for the purpose of hereafter mentioned the following Slaves to wit
Dinah, Luce, George and Attatida also one mare by the name of Nance unto
 the said Samuel Murrell and his Heirs and assigns the said John Grayson
 do by this presents the aforesaid Negroes and mare Warrant and forewarn
 against all persons whatever, laying any claim or title thereto, Whosoever
 trust, that ^{at} any time before the first day of May One thousand eight hun-
 dred and three, if the said John Grayson shall produce to the said Samuel
 Murrell a receipt or receipts from the said Andrew Hart or Hart & Nimmo that
 they have received full payment and satisfaction for the above Forty six pounds
 fourteen Shillings and three pence due the said Andrew Hart and Forty seven
 pounds twelve Shillings and three pence due the said Hart & Nimmo with
 lawful Interest from the above mentioned seventh day of July 1802 &
 the expenses recording this Adventure &c. That then and in that case only
 the said Samuel Murrell shall so order that the said Negroes & mare above
 mentioned be returned to the said John Grayson but on the said first
 day of May 1803 No such receipt as aforesaid be produced to the said Sam-
 uel Murrell of the said John Grayson having made full payment as aforesaid
 then the said Samuel Murrell or his fully empowered and authorized after giving Twenty
 days public notice to sell at public Auction the aforesaid negroes and mare &
 out of the same to pay unto the said Andrew Hart & Hart & Nimmo the aforesaid
 sums of Forty six pounds fourteen Shillings and three pence to Andrew Hart &

Nimrod Bramham Esq

At Albemarle October Court 1802

The above Indenture of Bargain & Sale was produced into Court And proved by the oaths of Achille Douglass, Nimrod Bramham, and Phillip Stockell three of the Witnesses thereto. And together with their Wives Relinquish-
ment thereto annexed were ordered to be Recorded. J. W. S. to

John Nicholas Cal

This Indenture this twenty second day of September 1802 Between John Thomas of the County of Albemarle of the one part and Charles Lewis Thomas of the said County of the other part Witnesses That Whereas I the said John together with Frances my Wife did on the twenty second day of October 1788 Bargain and Sale in fee Simple to Robert Driffin of the said County a certain tract or parcel of Land containing by estimation seven hundred and twenty two Acres being the same on which I then lived, And Whereas I did also on the 18th day of October 1788 execute a Mortgage to the said Robert Driffin with a view to Appear to him an Indefeasible estate in fee Simple to and in the said tract of Land of the following property to wit Ten Negroes by name, Sade, Syfax, Andy, Rachel

82. Dick, Mary, Alice, Bob, Tom and Henry And their increase also the Interest which in right of my Wife I possessed in the Estate of Charles Lewis dec^d of Bucke Island, And Whereas I the said John and my Wife possessed only a life Estate in the said Land as aforesaid sold to the said Robert Driffin, the remainder thereof being in the 3^d Charles Lewis Thomas, Now in consideration that he the said Charles L. Thomas hath this day released to the said Robert Driffin his Interest in remainder as aforesaid, Whereby he the said Robert hath a full and indefeasible Estate in fee Simple to and in the said tract of Land, and in consideration further, of the payment of the sum of One hundred and fifty [£] pounds ten Shillings I the said John Thomas have given, granted, Bargained and sold unto the said Charles L. Thomas and by these presents do give grant Bargain and sell unto the said Charles L. Thomas all and singular the Slaves above mentioned and which were Mortgaged to the said Robert Driffin together with all their increase since the time of making the said Mortgage. And I do hereby for myself my Heirs and Assigns Warrant and defend to the said Charles L. Thomas his Heirs and Assigns a good and perfect title to the said Slaves and their increase. And for the considerations aforesaid I do hereby also grant, bargain and sell unto the said Charles L. Thomas all my right and Interest in right of my Wife to and in the Estate of Charles Lewis dec^d of Bucke Island as mentioned in the Mortgage aforesaid. At Witness Whereof I have hereunto set my hand & seal the date above Written

John Thomas Seal

Signed, Sealed & delivered in the presence of

Miriam Mills
Michael Woods
Hobart Williams
Wm. H. Herring

At Albemarle October Court 1802

This Indenture was produced into Court & proved by the oaths of Miriam Mills, Henry Williams & William M. Herring three of the subscribing Witnesses thereto, And was