

Drury Matthews

vs

Lucy Matthews executrix
of the estate of
John Matthews decd
& others -

Bill -

Vouchers inclosed.

1872 April bill filed for probate
in to about 1874

July Court for ans. & Decree

July Aug. de Aug. & Decree

Sept. Court for ans. Act

Dec. for Dec. & Decree

1873 Jan. Sept. & Conf.

To the worshipping court of Brunswick County
Sitting in chancery.

Thumblly complaining sheweth to your
worships your orator Dorsey Matthews,
that your orator's father Leke Matthews formerly
of this county, duly made & published his last will
testament, which has been duly recorded in the worshipping
court do, which an authenticated copy is hereto
annexed as part of this bill: that he appointed his
wife Lucy & his son in law Wilson Walker, executors & executor
thereof & that the said Lucy Matthews solely and she took the
execution of the said will, in due form of law: - that after
giving several specific legacies to his different children (among
the rest to your orator with whom your orator's mother
was then coesent) he devised and bequeathed as follows
that is to say, "Item I leave unto my wife Lucy Matthews
my real and personal estate, that remains after the
children's legacies are paid off, to divide among
my children as she thinks proper." your orator
acknowledges that he received from his mother (the said
Lucy Matthews, whom your orator prays to be made
defendant hereto). The specific legacy given herein
by the will, but that he has received no part of the
real or personal estate devised by the said devised
residuary clause, to the said debt to be divided as
aforesaid: - your orator is advised that the said
devision of the remaining real & personal estate which
she is authorised to make, is not an arbitrary &
capricious ^{or unreasonable & otherwise} distribution, by which she would give
a very ^{over} large proportion to one child & nothing at
all or but a trivial part to another; but that in
law & equity, she is bound to make a substantial

equal division of the property among all the children, according
to the Statute of distributions: that she may not offer any
part of it to one child, & another particular part to another, yet
the parts of all the children must be equal in value: Your
orator charges that the said deft having in the course of her
administration of her husband's estate become considerably
indebted & not being able to pay them ^{debts she incurred} by the profits or
annual produce of the estate, she undertook to sell ^{and}
did actually sell all the perishable property, as stock, fall
kinds, horses, cattle, sheep & hogs, foals, house hold & kitchen furniture
& plantation utensils, for the purpose of discharging with
the proceeds thereof, all the debts she had contracted, & the
dividing the residue among all the children equally - that
this sale was with consent of ^{most of} the children, but only as a
part of one entire contract or agreement ^{made} between her & them
to this effect: After all the children had received the slaves
specifically left them by the will, there remained but
five slaves belonging to the estate, that is to say two men
(one man & a stout well grown one) and three women: & she
found that she could not by her management, pay her debts
with the profits of the estate, she agreed that if the child ^{she} would
agree that she should sell all her personal estate in order to
enable her to pay her debts, that the daughter of the property
so sold, should be distributed among them, & that if they would
give her up all those five slaves to hold during her natural
life, she would deliver up & surrender all her right to the land
concerned by the testator, to her children to be equally divided
among ^{them}, that most of the children concurred in this agree-
ment: that four of them positively agreed to this proposition
by herself: that your orator advised her not to conclude such
an arrangement, but so far acquiesced as to declare, that if she
determined to do so, he would not object to its execution, though
he disapproved it: - that in fact she did sell all the personal property
and ^{all} the land ^{she} had sufficient to pay her ^{publ} debts
according to the agreement, & the legitims or children agreed that
she should retain all the said five slaves with them ^{until} during
her life: affecting at the same time, that she could fulfil
the other part of the contract & relinquish the land, (which is a con-
siderable & valuable ^{part}) to them: that it was agreed that

and by the agreement, he was entitled to our request that we should have one eighth part of the
land of the supplier of the sale of the personality after satisfying the debts which she owed;
that your creditor is still willing that his mother should as long as she lives, receive
the said slaves, which are fully sufficient to maintain her comfortably as
she had been accustomed to do: that he is equally willing that her debts should be
paid out of the salary of the personality, provided she complies with her contract
& relinquishes & delivers possession of all the land to the order of the supplier of the
personality, but she refuses to deliver up possession of the land or any part
of it nor the supplier of the sale of the personal estate. In order to consider
of all which to the end that we need not ^{and we did attend afterwards} be weary or weary
fully truly & unanimously ^{except the infant children who may not be of age} and we do
decree that your worshipful court she may be compelled to comply with
her said agreement & deliver possession to your creditor of her part of the land &
of the supplier of the personality after paying her debts: if she refuses that she
may be decreed to pay your creditor full proportion of all the property ^{of the}
without any deduction, that she may exhibit a true & detoured account of her
said agreement & not decree like & specifically performed, that
your worshipful court may be pleased to decree that the said land & personal estate be
conveyed to your creditor & your creditor shall have & proportioned to
him: that she may exhibit the account of her said agreement, that such other
may be granted your creditor in the premises as may be equitable & just
of which to be decreed to the said debt commanding them to do - (and your
shall be -

Robert [unclear] 1714

