

Transcribed or Abstracted Below:

John Poythress 5 September 1723

John Poythress, Gentl. 17 March 1736

Thomas Poythress of Prince George County to John Dawson 6 July 1773

Thomas Poythress of Prince George County to William Rives 13 May 1773

John Morris of Brunswick County to Meridith Poythress 22 September 1783

Meredith Poythress to William Cleaton, 11 April 1786

William Cleaton to George Nicholson, Mecklenburg Co, VA, 1789

Deed of Tabitha (Poythress) Randolph, recorded June 1793

John Perkinson & wife to David Poythress, 14th September, 1837

Lewis Poythress to Lewis Y. Poythress and Thomas M. Poythress Mecklenburg County, Deed Book 31, 1843–1845

John Poythress 5 September 1723

Virginia Patent Book 11, pages 258–259.

George &c To all &c Know Ye that for divers good Causes and Consideraceones but more especially for and in Consideracon of the Sum of Twenty Shillings of good and lawful money for our use and to our Receiver General of our Revenues in this our Colony and Dominion of Virginia We have given granted and confirmed and by these presents for Us Our Heirs and Successors Do give grant and confirm unto John Poythres of Prince George County One certain Tract or parcel of Land containing Two hundred acres lying and being on the South Side of Maherin River in the County of Isle of Wight and bounded as followeth to Wit Begining at a Gum on the East Side of the Cane Branch Thence East by South forty four poles to a Black Oak Thence North Seventy five Degrees East Twenty Eight pole to a White Oak Then North Eighty five Degrees East fifty four pole to a red Oak Thence North Seventy five Degrees East fifty Seven pole to a red Oak Then North by West Eighty Nine Pole to a White Oak Then North West by West one hundred and Seventy Seven pole to a black Oak Then South West by West Eighty Six pole to a Maple by the Side of the Cane Branch aforesaid and down the various Courses of the run of the said Branch to the Begining With all &c To have & hold &c To be held &c Yielding &c paying &c provided &c In Witness &c Witness our Trusty and Wellbeloved Hugh Drysdale Esqr. our Lieut Gover. &c at Williamsburgh and &c the seal of Our said Colony the fifth day of September one Thousand Seven hundred and Twenty Three in the Tenth Year of our Reign.

Hugh Drysdale

John Poythress, Gentl. 17 March 1736

George the Second by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c To all to whom these Present shall come Greeting Know Ye that for a good Causes and Considerations but more especially for and in Consideration of the Sum of Thirty Five Shillings of good and lawful Money for our the paid to our Receiver General of our Revenues in this our Colony and Dominion of Virginia We have Given Granted & Confirmed and by these Presents for us our Heirs and Successors do Give Grant and Confirm unto John Poythress Gentl. one certain Tract or Parcel of Land containing Three hundred and twenty five Acres lying and being in the County of Brunswick on the South Side of Maherin River and on the North side of Fountain's Creek and bounded as followeth (to wit) Beginning at a sassafras and Holly by the Side of Fountain's Creek aforesaid a Corner of James Chappels Land Thence by Chappels Lines North two hundred and thirty six Poles to a black Oak and North East sixty six Poles to a Maple by the Side of the Great Swamp Thence up the various Courses of the Run of the said Swamp to a mark't live Oak a Corner of William Duglass's Land Thence by Duglasse's Lines North eighty Degrees West fifty four Poles to a black Oak a Corner of Samuel Clarks Land Thence by Clark's Line South West by West one hundred and sixty Poles to a Hiccory Thence South twenty eight Degrees West sixty two Poles pole to a Maple by the Side of the Cane Branch a Corner of the said poythress's other Land Thence by his own old Lines North East by East eighty six Poles to a black Oak South East by East one hundred and seventy seven Poles to a white Oak South by East eighty nine Poles to a red Oak South seventy five Degrees West fifty seven Poles to a red Oak South eighty five Degrees West fifty four Poles to a white Oak South seventy five Degrees West twenty eight Poles to a black Oak and West by North forty four Poles to a Gum by the Side of Fountain's Creek just against the mouth of the Cane Branch and down the various Courses of the Run of the said Creek to the beginning With all Woods Underwoods Swamps Marshes Lowgrounds Meadows Feedings and his dues There of all Veins Mines and Quarries as well discovered as not discovered with the bounds aforesaid and being part of the said quantity of three hundred and twenty veins Acres of Land and the Rivers Waters and Water Courses therein contained together with the Privileges of Hunting Hawking Fishing Fowling and all other Profits Commodities and Hereditaments whatsoever to the same or any part thereof belonging or in any wise appertaining To have hold Possess and Enjoy the said Tract or Parcel of Land and all other the before granted Premises and every part thereof with their and every of their Appurts unto the said John Poythress and to his Heirs and Assigns forever To the only Use and Behoof of him the said John Poythress his Heirs and Assigns forever To be held of us our Heirs and Successors as of our Mannor of East Greenwich in the County of Kent free and common Soccage and not in Capite or by Knights Service Yielding and Paying unto us our Heirs and Successors forever fifty Acres of Land and so proportionably for a lesser or greater quantity than fifty Acres the Fee Rent of one Shilling Yearly to be paid upon the Feast of Saint Michael the Arch Angel and also Cultivating and Improving three Acres part of every fifty of the Tract

abovementioned within three Years after the Date of these Presents Provided always that if three Years of the said Fee Rent shall at any Time be in Arrears and Unpaid or if the said John Poythress heir Heirs or Assigns do not within the Space of three Years next coming after the Date of these Presents Cultivate and Improve three Acres part of every fifty of the Tract abovementioned Then the Estate hereby granted shall Cease and be utterly Determined and thereafter it shall and may be lawful to and for us our Heirs and Successors to grant the same Lands and Premises with the Appurts unto such other Person or Persons as we our Heirs and Successors shall think fit In Witness whereof we have caused these our Letters Patent to be made Witness our Trustey and Wellbeloved William Gooch Esqr. our Lieut Governor and Commander in Chief of our said Colony and Dominion at Williamsburg Under the Seal of our said Colony the Seventeenth day of March one thousand seven hundred and thirty six In the Tenth Year of our Reign.

Thomas Poythress of Prince George County to John Dawson 6 July 1773

Deed Book 11, pages 239–241, Brunswick County, Virginia

This Indenture made the Sixth Day of July in the year of our Lord one Thousand seven Hundred and seventy three Between Thomas Poythress of Prince George County Virginia and John Dawson of Brunswick County Virginia Witnesseth that the said Thomas Poythress for and in Consideration of the sum of Four Hundred Pounds Current Money as aforesaid to him in Hand paid as aforesaid by the said, John Dawson at and before the sealing and Delivery of these Presents the Receipt hereof the said Thomas Poythress Doth Hereby Acknowledge and thereof Doth acquit the said John Dawson his Heirs Extors and Administrators Hath granted Bargained sold aliened Enfeoffed Confirmed and made over and by these Presents Do Grant Bargain sell alien Enfeoff & Confirm and make over unto the said John Dawson his Heirs and assigns forever Two Certain Tracts, Parcels or Dividends of Land Containing by Estamation five hundred and Twenty five Acres be the same more or Less, to wit, Begining at a Gum on the East side of the Cane Branch thence East by south forty four Poles to a black oak thence north seventy five Degrees East Twenty eight Poles to a White Oak thence North Eighty five Degrees East fifty four Pole to a Red oak thence North seventy five Degrees East fifty seven Pole to a Red Oak thence North by West Eight Nine Pole to a White Oak Thence North west by West One Hundred and seventy seven Pole to a Black Oak thence south west by west Eighty Six Pole to a Maple by the side of the Cane Branch aforesaid and Down the Various Courses of the Run of the said Branch to the Begining Containing Two Hundred acres more or Less part of the above Mentioned five Hundred and Twenty five Acres also one other Tract or Parcle of Land Containing by Estamation three Hundred and Twenty five Acres Bounded by the above Mention'd Tract of Two Hundred acres of Land to wit Begining at a Sassafrass and Holly by the sides of fountains Creek a Corner of James Chapples Land Thence by Chappell's Land line North Two Hundred and thirty six powls to a Black Oak and North East Sixty Six Poles, to a Mapel by the side of Great swamp thence up the Various Courses of the said swamp to a Marked Live Oake a Corner of William Doughlass's Land thence by Doughlass's Line North Eighty Degrees West fifty four Pole to a Black a Corner of Samuel Clark's Land thence by Clark's Line south west by west one Hundred and sixty Poles to a Hickory, thence south Twenty Eight Degrees West Sixty two Poles to a Maple by the side of the Cane Branch a Corner of the above tract of Two Hundred acres of Land thence along the said Land North East by East Eighty Six Poles to a Black oak, south East by East one Hundred and seventy seven Poles to a White Oak south By East, Eighty Nine Poles to a Red Oak south seventy five Degrees West fifty seven Poles to a Red Oak, south Eighty five Degrees West fifty four Poles to a White Oak south seventy five Degrees west Twenty Eight Degrees poles to a Black Oak and west by North forty four Poles to a Gum by the side of Fountain's Creek Just against the Mouth of the Cane Branch and Down the variias Courses of the Run of the said Creek to the Begining and the Reversion and Reversions Remainder & Remainders of and singular the Premises with the appertenances and all the Estate Right Title, Possession Claim and Demand whatsoever of him the said Thomas Poythress to the said Land and

Premises on of in or unto any Part thereof To have and to hold, the said Land and Premises with the appertenances unto the said John Dawson his Heirs and assigns forever and to no other use intent or Meaning Whatsoever and the said Thomas Poythress Doth hereby Promise for himself his Heirs and assigns that he and every of them shall and will warrent and forever Defend by these Presents the above Mentioned Premises with their and every of their appertenances unto the said John Dawson his Heirs and assigns forever In Witness whereof the I said Have Hereunto set my Hand and affixed my seal the Day and year first above Written.

Sealed and Delivered

In the presence of Thomas Poythress (LS)

David Edmunds

Howell Edmunds

David Edmunds Jr.

Memorandum that on the sixth Day of July 1773 the within Named Thomas Poythress Did Deliver to the within Named John Dawson Quiet and Peaceble Possion and seison of the within Mentioned Tract or parcle of Land and Premisses with the appertenances thereunto Belonging to Hold to him the said John Dawson His Heirs and assigns forever According to the true intent & Meaning of the within Written Deed

In the presence of Thomas Poythress (LS)

David Edmunds

Howell Edmunds

David Edmunds Jr.

July 6th 1773 then Received of John Dawson the sum of Four Hundred Pounds Current Money of Virginia it being in full for the Consideration Money within Mentioned

Received P me Thomas Poythress

At a Court held for Brunswick County the 24th Day of January 1774

This Indenture of Bargain and sale and Memorandum from Thomas Poythress to John Dawson was proved by the Oaths of David Edmunds and David Edmunds Junr. two of the Witnesses Hereto and Ordered to be Certified and At a Court held for the said County the 28th Day of February following the same was proved by the Oath of Howell Edmunds and ordered to be Recorded.

Test

Peter Pelham Junr. Clk.

Thomas Poythress of Prince George County to William Rives 13 May 1773

Deed Book 13, page 1, Brunswick County, Virginia

This Indenture made this thirteenth Day of May One Thousand Seven Hundred and seventy three Between Thomas Poythress of Martin's Brandon Parish in Prince George County of the one part and William Rives Son of George Rives deceased in Meherrin Parish and the County of Brunswick of the other Part Witnesseth that the said Thomas Poythress for and in Consideration of the Sum of One Hundred and fifty Pounds Current Money of Virginia to him in hand paid by the said William Rives the receipt whereof he doth hereby acknowledge hath granted Bargained and Sold Alien'd and Confirmed and by these Presents doth Grant Bargain and Sell Alien and Confirm unto the said

William Rives his Heirs and Assigns forever one Tract or parcel of Land situate lying and being in the said Parish of Maherrin and aforesaid County of Brunswick adjoining the Lands of Benjamin Rives and Richard Woodroof lying upon the Beaver pond Creek containing two hundred and seventy five Acres be the same more or less with all and singular its appurtenances thereunto belonging and also the Reversion and Reversions Remainder and Remainders thereof and all the Estate right Title Claim Interest and Demand whatsoever of him the said Thomas Poythress of in and to the said Two hundred and seventy five Acres of Land and every part and parcel thereof To have and to hold the said Two Hundred and seventy five Acres of Land be the same more or less with all the appurtenances thereunto belonging unto the said William Rives his Heirs and Assigns forever And the said Thomas Poythress for himself and his Heirs the said Two hundred and Seventy five Acres of Land with its Appurtenances against him and his Heirs and against all and every other person and persons whatsoever to the said William Rives his Heirs and Assigns shall and will Warrant and forever defend by these Presents In Witness whereof the said Thomas Poythress hath hereunto set his hand and affixed his Seal the Day and Year above Written.

Signed Sealed and Delivered Thos. Poythress (L.S.)

in presence of

James Young

William Rives

Benjamin Rives

At a Court held for Brunswick County the 22d Day of November 1773. This Indenture was partly proved by the Oaths of James Young and William Rives two of the Witnesses thereto.

Test

Peter Pelham Jr. Ct. Cur.

John Morris of Brunswick County to Meridith Poythress 22 September 1783

Order Book 2, page 506–507, Brunswick County, Virginia

This Indenture made this 22d Day of September one thousand seven hundred and eighty three between John Morris of the County of Brunswick in the state of Virginia of the one part and Meridith Poythress of the same County of the other part Witnesseth that the said John Morris for and in consideration of the sum of forty pounds current money of Virginia to him in hand paid by the said Meridith Poythress the receipt whereof he doth hereby acknowledge and himself therewith fully and entirely satisfied hath granted bargained sold released and Confirmed and for himself and his heirs doth grant bargain sell alien release and confirm unto said Meridith Poythress his heirs and assigns forever one certain tract or parcel of land lying in the said County and Containing by estimation fifty acres of Land be the same more or less and bounded as followeth (to wit) Beginning at a red oak on Eatons road on James Upchurches line, thence along the said line to a corner white oak thence along John Morris's line to a corner hickory thence along Zachariah Simns line to a corner red oak on Eatons road, and from thence along the said road to the beginning with all houses orchards gardens fences wood and underwoods water and water courses

thereon standing growing and being with all profits commodities advantages and appurtenances also the reversion and reversion remainder and remainders and every part and parcel thereof To have and to hold the said granted land and premises unto the said Meridith Poythress his heirs and assigns forever and the said John Morris for himself and his heirs shall and will warrant and forever defend the same unto the said Meridith Poythress his heirs or assigns Clear from all former sale gifts mortgages rights of dower and every other incumberance whatsoever In Witness whereof the assigned John Morris hath hereunto set his hand and affixed his seal the day and year first above written.

his

signed sealed and delivered John + Morris (LS)

mark

in presence of

Brunswick County Court 22d September 1783

This Indenture was Acknowledged in Court by John Morris a partie thereto and ordered to be recorded.

Teste

Drury Stith Ct. C

Mecklenburg Co, VA Deed Book 7, p.52

Meredith Poythress to William Cleaton, 1786

Transcribed by Bpn from FHL film 1,870,876 or 32,535 Mecklenburg Co, VA Deed

Book 7, p.52. Bpn notes:

(1) I thank Maynard Poythress, who on 11 Apr 1997 provided his transcription of this document to our Poythress List; while that transcription was missing some words that this transcription provides/corrects, Maynard identified for us the additional information that "firken" (spelled "furkin" below) was a small pail for clabber, butter, etc.)

(2) The below-named witness Alexander Pointer was husband of William Cleaton's daughter, Nancy (sister of Edith and Jeane), by the time Cleaton made his will in 1791. So in 1786 Pointer may have already been Meredith Poythress' brother-in-law.

(3) On 1 March 1786 in this document Meredith Poythress refers to (his father-in-law) William Cleaton having paid the tax that Meredith owed for two years of taxes on 375 acres of land. NO location is mentioned for the land. We need to see if that land could have been in Brunswick Co, VA or perhaps Warren Co, NC (across the state line where many Mecklenburg County residents had numerous family connections). It appears that Meredith did NOT own 375 acres in Mecklenburg Co, VA, unless perhaps he only owned it from 1783 through 1786: the Mecklenburg Co, VA Land

Tax records I've previously reviewed began in 1782, in which year no Poythress was taxed in either the Upper or Lower District. The Lower District lists were missing for 1783 through 1786 on the films I examined, so perhaps those lists could be found in a more thorough examination of tax records. No Poythress was taxed for land in either District in 1787 through 1792. After 1792, a Peter Poythress began being taxed on land; in 1797 Lewis Poythress began being taxed as well as Peter. Later other Poythress mens' names appeared, but in all the years of 1787 through 1850 Meredith was never taxed by Mecklenburg for land.

(4) Yet we know that Meredith lived in Mecklenburg Co, VA beginning in 1786. Arriving in Mecklenburg in 1786 is another indication that his 375 acres of land (for which his father-in-law had paid the 2 years of tax) was likely in some other county. We know he arrived in Mecklenburg in 1786 because he began being listed on Mecklenburg Co's Personal Property Tax List beginning in 1786 and his listing there continued every year through 1801. Meredith's "son Peter" was added to Meredith's own listing for both 1800 and 1801, but after that neither of them were on Mecklenburg's Personal Property Tax List, so apparently both had gone (to Georgia, for both?).

(5) One further indication that perhaps the 375-acre tract was in a very near county comes from the posting I made to our Poythress List on 17 Feb Transcribed by Bpn from FHL film 1,870,876 or 32,535 Mecklenburg Co, VA Deed Book 7, p.52 1 2009, in a posting captioned "1789 Wm Cleaton Deed of Trust re land where Meredith Poythress then lived." That Deed of Trust by Meredith's father-in-law William Cleaton (who owed money to George Nicholson of Warren Co, NC) was secured by "One hundred and fifty Acres of Land, lying on the Waters of Parham's Creek Adjoining William Taylor, Isham Epps and from thence to Crawleys Line, it being part of a Tract of Land that Meredith Poythress now lives on."

(6) This March 1786 document was not listed in the Mecklenburg Deeds Grantors Index. Even though this document is not labelled in the margin as being a "Deed of Trust" (that is, a document securing a loan) I am convinced that is what it is, even though it does not give a certain date when Wm Cleaton could sell these personal items if the debt was not yet repaid, as we have seen in other Deeds of Trust I've recently transcribed. (Not all documents are properly labelled in the margin of the Deed Book.)

(7) I am of the opinion, based on the above, that Meredith was simply sheltering all of his assets, by moving them into his father-in-law's name to protect them from creditors. I don't think his father-in-law actually took possession of the items. Meredith and his wife Edith Cleaton (who was still alive when her father wrote his will in 1791) and their children would have needed use of these personal items.

(8) That conclusion is reinforced by the fact that just 3 years later, Merodith [sic] Poythress was listed as an Insolvent owing tax on 1 Horse for the year 1789, in a list returned to the Nov 1790 Court in Mecklenburg Co, VA by John Wilson Junr, D. Shff. This info is in a serialized article in The Virginia Genealogist, contributed by Robert Y. Clay; Poythress appears in Vol.22 (1978), p.49.

(9) I've added punctuation, in square brackets, to aid in reading the list of items.

Mecklenburg Co, VA Deed Book 7

Poythress

to

Cleaton

Know all men by these presents that I Merideth Poythress of the County of Mecklenburg have Bargained and sold unto William Cleaton of the same County two feather Beds and furniture[,] one Iron Pott[,] one Dutch Oven[,] one Iron skillet; one frying pan[,] one Desk[,] half Dozen house Chaers[,] one chest[,] one Sow and Six piggs[,] one heifer Yearling[,] one Woollings wheel and Cards[,] one flax wheel[,] one Table[,] two pewter Dishes[,] five plates[,] two Basons[,] three punch Boles[,] half Dozen knives and forks[,]

Transcribed by Bpn from FHL film 1,870,876 or 32,535 Mecklenburg Co, VA Deed Book 7, p.52 2

one Looking Glass[,] one Mare filley[,] one water pale[,] one piging[,] one washing Tub[,] two Small axes[,] Two plow hoes[,] three weeding hoes[,] one Coffee pot[,] Two Small Juggs[,] one Grid Iron[,] one Chees Toster[,] one Rost meet Spit[,] two flatt Irons[,] one pare of fire Tongs and Shovel[,] one hocake hoe[,] half Dozen Spoons[,] Two Small Casks[,] one Churn[,] one furkin[,] one Candle Stand[,] one Reel[,] two Geese[,] fourteen pottrey[,] one Canteen[,] two Sugar Boxes[,] two Slays[,] three Bottles[,] one Raw Cow hide[,] one fiddle[,] and all the Rest of my Goods and Chattels for the Sum of five hundred and fifty weight of Inspected Petersburg Tobacco and thirteen pounds Eighteen Shillings[,] and the tax of three hundred and Seventy five Acres of Land for two years paid in hand[.] I the said

Poythress do warrant these Said articles to him the Said Cleaton Clean from all persons whatsoever as Witness my hand and Seal

Merideth Poythress (L.S.)

Signed Sealed and Delivered

in presence of

Test

Isham Eppes

Alexander (his + mark) Pointer March 1st day, 1786

Henry Wartman

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At a Court held for Mecklenburg County the 10th day of July 1786

This Bill sale was acknowledged by Merideth Poythress a party thereto and

Ordered to be recorded -

Teste John Brown Ck Curt

Examined

William Cleaton to George Nicholson, Mecklenburg Co, VA, February 14th, 1789

This Deed of Trust secured a pre-existing debt that William Cleaton of

Mecklenburg Co, VA owed to a man in Warren Co, NC. By this Deed of Trust the

debt was secured by land owned by William Cleaton, which was part of the

tract of land on which Meredith Poythress was then living (while married to

William Cleaton's daughter Edith). What is curious to me, is that the

document does not say in what county or state the land is located;

presumably in Mecklenburg Co, VA since that's where the Deed of Trust was

recorded.

Transcribed by Bpn from FHL film 1,870,876 & 32,535 Mecklenburg Co, VA

Deed Book 7, pp.482-483:

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p.482

Cleaton

to Nicholson

This Indenture made this 14th day of February in the year of Our Lord one
Thousand seven hundred and Eighty Nine Between William Cleaton of the County
of Mecklenburg and state of Virginia of the one part and George Nicholson of
The County of Warren and State of North Carolina of The Other part,
Witnesseth that for and in Consideration of the Sum of Fourteen pounds
Eighteen Shillings and ten pence Current Money of Virginia which I the Said
William Cleaton are Justly Indebted to the Said George Nicholson and
honestly desire to Secure and pay to the Said George Nicholson and for and
in in [sic] the farther consideration of the Sum of five Shillings like
money to the Said William Cleaton in hand paid by the Said George Nicholson
at or before the Sealing and Delivering of this, the receipt whereof I
hereby Acknowledge, and Thereof, and of every part thereof Exonerate and
discharge the Said William Cleaton his heirs Executors and Administrators he
the Said William Cleaton hath granted bargained Sold and Confirm'd to the
Said George Nicholson his heirs and Assigns forever, One hundred and fifty
Acres of Land, lying on the Waters of Parham's Creek Adjoining William
Taylor, Isham Epps and from thence to Crawleys Line, it being part of a
Tract of Land that Meredith Poythress now lives on. To have and to hold the
Said Land and premises unto the Said George Nicholson his heirs and Assigns
forever, to the only proper Use and Behoof of the Said George Nicholson his
heirs and Assigns forever, and the Said William Cleaton doth hereby grant
for him Self and his heirs. The Said William Cleaton and his heirs and
every of them Shall and will Warrant and forever defend the Said Land and
premises and every part and Article There of and Singular and every part and
Article thereof, with all and Singular the rights and Appurtenances unto the

Said Nicholson his heirs and Assigns forever, against the Said William Cleaton and his heirs and every of them, and against every other Person whatsoever upon

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upon Trust, Nevertheless that the Said George Nicholson his Heirs Executors, Administrators or Assigns shall at any time after the first day of December next (ensuing this date) sell for the best price that can be gotten after giving Ten days Notice, and out of the money arising from such Sale discharge, Pay and Satisfy to the Said Nicholson the above mentioned Sum – with Lawful Interest from the date hereof 1789 until the Same shall be fully discharged and the Expence attending the Sale aforesaid, and The other necessary Expences that shall attend the Securing and obtaining the Above Money or performing any thing that is or shall be necessary relative to the intent of This Indenture and that the Said George Nicholson his heirs Executors Administrators or Assigns shall pay or cause to be paid the overplus if any remain from Such Sale to the said William Cleaton his heirs Executors or to his Order – In witness whereof The said William Cleaton hath hereunto set his hand and seal the day and year above written.

William (his W mark) Cleaton (L.S.)

Sealed and Delivered

in presence of

Marriott Davis

Thomas Goodwyn Taylor

Coleman (his x mark) Young

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At a court held for Mecklenburg County the 13th day of April 1789

This Indenture of trust was proven by the Oath of Marriott Davis a witness

Thereto, and at a Court held for the Same County the 12th day of October

following The Said Indenture was further proven by the Oaths of Thomas

Goodwyn Taylor and Coleman Young two witnesses thereto and Ordered to be

recorded.

Teste John Brown Ck Curt

Deed of Tabitha (Poythress) Randolph, recorded June 1793

Tabitha Randolph, of the Co. of Chesterfield, daughter of Robert Poythress, late of the Co. of Prince George, decd. Deed to Henry Archer of Chesterfield Co. L100. 1/5 interest in 8 negroes and their increase devised by her father Robert Poythress of Prince George Co., in his will dated May 24, 1743, in which sd. Robert Poythress provided that his wife should have a life interest in the said negroes and their increase and that at her death sd. negroes and their increase should be equally divided between three sons of sd. Robert Poythress viz. Robert, Peter, and William Poythress and such of the testators daughters as were married at the time of their mother's death. The said Tabitha being married at the time of her mother's death conveys this interest.

Recorded June, 1793

Chesterfield County

Deed Book 12, p. 396 – abstracted

The Edwards Pleasants Valentine Papers

Note: actual death year for Tabitha Randolph is 1805

Transcribed by Bpn from FHL film 1,870,883 & 32,544 Mecklenburg Co, VA Deed

Book 27, pp.331–332:

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p.331

John Perkinson & wife to David Poythress, 14th September, 1837

This Indenture made and entered into this the 14th day of September 1837

Between John M. Perkinson and Lucy Carolina [or Caroline] his wife of the

first part and David Poythress of the other part all of the county of Mecklenburg & state of Virginia. Witnesseth, that whereas the said John M. Perkinson and Lucy Carolina his wife for and in consideration of the sum of Two Hundred and fifty Dollars to them in hand paid by the Said David Poythress at or before the ensealing and delivery of these presents, the receipt whereoff is hereby acknowledged Have bargained and sold and by these presents doth bargain and sell to the Said David Poythress, his heirs & assigns, a certain tract or parcel of Land (on which he now resides) containing one hundred acres, and bounded as follows on the South and West by the Land of Williamson Rainey Senr on the north by the land of Lewis Poythress and on the East by the Land of Leonard Thomas. To have and to hold the Said Tract or parcel of Land together with all and every part or parcel intended to be Sold, free from the claim or claims of all and every person or persons, unto him the Said David Poythress his heirs or assigns forever. In Testimony whereoff he the Said John M. Perkinson and Lucy Caroline (his wife) have hereunto set their hands and affixed their Seals this the day and year above written.

John M. Perkinson (seal)

Lucy C. Perkinson (seal)

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Mecklenburg County towit:

We Drury Penington and Thomas Wartman Justices of the peace in the county aforesaid do hereby certify that John M. Perkinson and Lucy C his wife parties to the the annexed and bearing date 14th September 1837 personally appeared before us in our county aforesaid and acknowledged the same to be their act and deed and desired us to certify the Said acknowledgement to the

Clerk of our county court in order that the Said deed may be recorded.

Given under our hands and seals this 14th September 1837.

Drury Penington J.P.(seal)

Thomas Wartman J.P.(seal)

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Mecklenburg County towit,

We Drury Penington and Thomas Wartman Justices of the peace in the county aforesaid do hereby certify that Lucy C the wife of John M. Perkinson parties to the annexed and bearing date 14th September 1837 personally appeared before us in our county aforesaid and being examined by us privily and apart from her husband and having the deed aforesaid fully explained when she the said Lucy C. acknowledged the same to be her act and deed and declared she had willingly signed sealed and delivered the same and that she wished not to retract it. Given under our hands and seals this 14th day of September 1837.

Drury Penington J.P.(seal)

Thomas Wartman J.P.(seal)

==p.332

Mecklenburg County Clerks Office 25th September 1837

The foregoing indenture of Bargain and sale together with the certificates of acknowledgement and relinquishment of dower Thereon endorsed was received in the Clerks Office aforesaid [illegible, possibly "in vocation"] and pursuant to an act of assembly is admitted to record-

Teste Richard B. Baptist C.C.

Lewis Poythress to Lewis Y. Poythress and Thomas M. Poythress Mecklenburg County, Deed Book 31, 1843-1845

Reel 15, p. 605 Recorded 18 October 1845

September 14, 1845

Know all men by these presents that I Lewis Poythress, Sr. for and consideration of my natural estimation and love for my two youngest sons Lewis and Thomas Poythress and in the further consideration of the sum of one dollar to me in hand paid by them the receipt whereof is hereby acknowledged do give unto my sons above named one tract of land containing by estimation one hundred and forty acres bounded as follows (virg) by the land of Charles D. Cleaton, and John Giles and David Poythress, Williamson Rainey Sr. together with one yoke of oxen, one cow and calf, oxcart, one box of furniture, forever free from the claim or claims of all and any person whatsoever upon the condition however that my said sons Lewis and Thomas do bond themselves to keep me the said Lewis Poythress and my wife Rebecca Poythress free from want the remainder of our lives from the adversity of the above named land and other property. In testimony whereof I have here unto set my hand and seal this 14th day of September 1845.

Lewis Poythress

Lewis Y. Poythress

Thomas M. Poythress

Mecklenburg County

Mr. James M. Harwell and Benj H. Rogers Justices of the peace in the county aforesaid in the state of Virginia do hereby certify that Lewis Poythress, Lewis Y. Poythress and Thomas M. Poythress parties to a certain deed bearing date on the 14th day of September 1844 and hereto ___ personally appears before ___ our county aforesaid and acknowledges the same to be their act and deed and _____ to certify the sum acknowledge to the Clerk of the Court of Mecklenburg in order that the new deed may be recorded. Witness our hand and seals this 14th day of Sept. 1845.

James M. Harwell JP

Benj H. Rogers JP

Mecklenburg County Clerks Office 18th October 1845

The foregoing bill of sale together with the certificate of acknowledgment thereon endorsed was this day received in the clerks office aforesaid and admitted to record.

R B Baptist