

Will, NC, Edgecombe, Evin BRYANT

EVIN BRYANT

Will

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In the name of God, amen.

I **EVIN BRYANT** being in a low state of health but of sound mind and memory do make this my last will and testament in the following manner, to wit:

I give and bequeath **EVIN BRYANT, WILLIAM BRYANT, MARY BRYANT, and ELIZABETH BRYANT**, sons and daughters of my brother **JOHN BRYANT**, deceased, the sum of five shillings each.

I give and bequeath unto my sister **DELILA WOODARD**, wife of **NOAH WOODARD**, the sum of five shillings.

I give and bequeath unto my sister **NANCY JONES**, wife of **JESSE JONES** the sum of five shillings.

My will and desire is that my executors sell my two tracts of land lying on the North side of Tar River, also that they sell my negro man **ABRAHAM** and all my personal property at public sale on a credit of twelve months and after paying the different legatees and all my just debts, I give and bequeath the whole of the remainder part of my property, which will be in cash, to my brother **WILLIAM BRYANT** and my niece **POLLY COFFIELD**, daughter of **THOMAS COFFIELD**, to be equally divided between them, their heirs & assigns.

I constitute and appoint my friend **WHITMELL BELL** and **LAURENCE O'BRYAN** executors to this my last will and testament.

In testimony whereof I have hereunto set my & seal this 27 day of August, one thousand eight hundred & eight.

EVIN BRYANT {seal}

Signed & acknowledged in the presence of

JAMES PEEL {his X mark}
WILLIS PEEL

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Edgecombe County

November Court 1810

The within last will & testament of **EVIN BRYANT** deceased was exhibited in open court for probate and was duly proven by the oaths of **JAMES PEAL** and **WILLIS PEAL** the two subscribing witnesses thereto, and **WHITMELL BELL**, one of the executors therein named was at the same time qualified thereto in due form of law. On motion ordered that the same be certified and the will recorded.

Test

E. HALL, CC

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To The Honorable the judge of the court of equity for the county of Edgecombe.

The bill of complaint of **WILLS DRAUGHON**, **ARCHIBALD PITT** and **POLLY** his wife of the county Edgecombe, and **WILLIAM BRYANT** of the county of Nash; complaints against with **WHITMEL BELL** the defendant.

Humbly complaining shew unto your Honors you orator, the aforesaid **WILLS DRAUGHON**, **ARCHIBALD** and **POLLY PITT**, & **WILLIAM BRYANT**, that one Evan Bryant, being sicked in fee simple of certain lands, situate in the county of Edgecome, made his last will and testament in writing, which was duly proven in the court of Pleas and Quarter Sessions of Edgecombe County, at the November session 1810, and **WHITMELL BELL** who was thereby constituted executor, qualified as such and took upon himself the burden of its execution and **LAUREN O'BRYAN** was also nominated a executor, did not qualify, and is since dead, leaving the said **WHITMEL** surviving her.

The testator, by his said will, after giving several small pecuniary legacies, all of which have been satisfied, devices as follows:

"My will and desire is that my executors sell my two tracts of land lying on the North side of Tar River, also that they sell my negro man **ABRAHAM** and all my personal property at public sale on a credit of twelve months and after paying the different legatees and all my just debts, I give and bequeath the whole of the remainder part of my property, which will be in cash, to my brother **WILLIAM BRYANT** and my niece **POLLY COFFIELD**, daughter of **THOMAS COFFIELD**, to be equally divided between them, their heirs & assigns."

All which will fully appear before being had to the said will, a true copy whereof in hereunto annexed, which your orator prays may be received as a part of their bill.

Your orator **WILLIAM BRYANT** and your orator **POLLY PITT**, who has intermarried with your orator **ARCHIBALD**, are the persons designated by the names of **WILLIAM BRYANT** and **POLLY COFFIELD** in said will.

And your orator, further complaining, shew unto your Honors that one of the tracts of land described to be sold was part of a patent granted on the 20th of October 1754 by the Earl of Granville to **THOMAS BRYANT**, the father of the testator. The said patentee sold a part of the said land to one **JAMES RICHARDSON**, who sold to one **ARTHUR MOON**, who conveyed to **JOSHUA BELL** on the 22nd of March 1762 by the following description:

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"220 Acres.

Beginning at a White Oak, hir own corner, running her line to an agreed line between **THOMAS BRYANT** and **JAMES RICHARDSON**; then along the agreed line to my corner Red Oak joining Savages fence; then along my line to a Sweet Gum, **BENJAMIN HART**'s corner; then along his line to the beginning."

And the said tract of land came by device or conveyance from the said **JOSHUA** to the said **WHITMEL**, his son. The balance of the said tract remains and the said **THOMAS**, the patentee, and came from him to the aforesaid **EVIN**.

And your orator shew, unto your Honor, that the said **WHITMEL**, acting under the power given him by the said will, after having sold one tract, offered at public sale to the highest bidder all the residue of land owned by said **EVIN**, the purchaser to pay according to the quantity, when it should be ascertained.

And your orator **WILLS** bid for the same the sum of six dollars and fifteen cents for acre, which being the highest bid, he became the purchaser thereof and a survey being made, according to the direction of the said **WHITMEL**, he executed a deed to your orator **WILLS** for 168 Acres which appeared to be the quantity held by said **EVIN**, according to the survey made under the direction of said **WHITMEL**, which your orator, who had then no knowledge of the real boundaries of the land, believed to be correct.

By the boundaries of the land held by said **WHITMEL**, as described with deeds of conveyance under which he claims it appears that the lands were divided from those of said **EVIN**, by an agreed line which had been established between **BRYANT**, the patentee, and **RICHARDSON**, under whom the defendant claims the dividing line in the deed of conveyance from said **WHITMEL** to your orator **WILLS** is described, as follows:

"a hickory, **WHITMEL BELL**'s corner, near the corner of an old field then S 86 E 72 poles to a small Black Gum in a branch; then down the branch 38 poles to an Ash; then 16 poles to another Ash; then 20 polls to a line Oak; then 26 poles to another line Oak; then 21 poles to a Gum; then 24 poles to a Water Oak; then 14 polls to a [blank] in a pond."

And this boundary was then shown and declared to be the correct one by the said with **WHITMEL**; but it was not then a marked line and was in no wise proved to be the boundary, but by the declaration of the said **WHITMEL**, in which your orator **WILLS** placed implicit confidence.

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But your orators have since discovered that the true line is at another place and that your orator **WILLS** is, by his bargain, entitled to a conveyance of about 40 acres of land and more from said **WHITMEL**. And your other orators, of course, are entitled to the price thereof, when they said **WHITMEL** shall execute the contract by making a conveyance pursuant to the trust reported in him.

But now so it is, may it please your Honor, that the said **WHITMEL** willing to appropriate to himself the property of his testator, in violation of his trust, and of the sale made under it, although repeatedly requested by your orator **WILLS** to convey to him up to the true boundary and to recover the purchaser money, therefore, refuses to rectify the error, pretending sometimes that the said **EVIN** had no title to any of the said lands. At other times that the line to which he conveyed was the correct one. At other times that he only sold to the line to which he conveyed. Whereas the said **WHITMEL** well knows that the said land did belong to the said **EVIN**, that he was in possession thereof, as owner, for more than thirty years, and that he, the said **WHITMEL** hath in his own possession the measurements of the land of the said **EVIN**'s estate, and knows equally well that he sold to your orator **WILLS** all the land which the said **EVIN** held in that tract. And your orator charges that the said **WHITMEL** well knows where they correct boundary is and that he knows that the line which he caused to be marked, after the hiring, when he conveyed to your orator **WILLS**, is not the correct line.

All which acting's and doings of the said **WHITMEL** are contrary to equity and good conscience and tend to the injury of your orator.

In tender consideration of the premises and to the end that the said **WHITMEL** may upon his corporal oath, full, true and perfect answer make to all and singular the previous as if the same were repeated & he thereunto specially interrogated, and where, especially, that he set forth and discover the title of the said **EVIN**, and his own title, whether an agreed line, as aforesaid, is not the dividing line between their respective lands. Whether that line is the one run by his direction, by the surveyor, and by which he conveyed to your orator **WILLS**. How and by what means he discovered and knows that to be the correct boundary, and by what persons, evidence, or documents can he established the same. Whether the said line was ever run, until run by his direction, and if so on what occasion and for what purpose. Whether he does not know it is not the correct dividing line. Whether he has any knowledge, suspicion, information, or reason to think the true line is in another place, and if to where the same is. Whether any tree of the line which he may have reason to believe the the tree and is now wanders, and if, what kind of tree it is, where it stands, and by what mark it may be distinguished. Whether, if any, which once stood, are no longer standing, when did they stand. whether from his own knowledge, from hearsay, tradition or any other means he knows, has heard, discovered, or had reason to think, or suspect, the true line to be in a different place then when he conveyed to - and that the said **WHITMEL** maybe decreed to convey to your orator **WILLS**, and to recover & pay over the purchase money to your other orators.

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May it please your Honors, to grant your [illegible] & c.