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BILL OF SALE FROM THE HEIRS OF JESSE BATEY TO WASHINGTON BARROW, JANUARY 18, 1853

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Title

Bill of sale from the heirs of Jesse Batey to Washington Barrow, January 18, 1853

Subject

Slave sale

Description

The heirs of Jesse Batey sold a plantation and slaves, including many of the Maryland Jesuit slaves, in January 1853. This is a copy of the bill of sale, which was included as evidence in an 1866 court case in Louisiana, Samuel Batey et al. v. Widow Emily Woolfolk et al.

Creator

Historical Archives of the Supreme Court of Louisiana, Earl K. Long Library, University of New Orleans

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Text

Copy of Act of Sale

State of Louisiana

Parish of Iberville,

Before me Louis Petit Recorder in and for the Parish of Iberville, duly commissioned and Sworn Ex officio Notary Public in and for and residing in said Parish,

Personally came and appeared Mr. Robert Macbeth of Union District in the State of South Carolina herein

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herein acting as the lawful attorney of Samuel Baly, Robert Baly, Martha Baly and Margaret A. Young of the Said Union District and State of South Carolina, the brothers and sisters and only heirs of the late Jesse Baly late of the Parish of Terre Bonne in this State, deceased. As appears by a power of attorney to him the said Robert Macbeth, and to Robert Baly Junr, granted by the said Heirs, under date of the 19th day of December A.D. 1851, duly acknowledged before the proper authorities in the Said District and State of South Carolina, which power of attorney is duly recorded in my office for reference.

And the said attorney Robert Macbeth, in the name of Said Constituents, declared that for the Consideration hereinafter mentioned and expressed; He does by these presents, grant, bargain, sell, convey, transfer assign and set over, with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienations or other incumbrances whatsoever, and with Substitution and Subrogation to all the rights and actions of Warranty which the Said Heirs of Said Jesse Baly have or may have against his vendors, or against all former owners.

Unto Washington Barrow, of the City of Nashville in the State of Tennessee, and his son John S. Barrow a resident of the Parish of East Baton Rouge in this State both here present, accepting and purchasing for themselves their heirs and assigns, Each for an undivided half moiety, share, interest and portion; and acknowledging delivery and possession thereof, The following described Landed property, Slaves, and Moveables, to wit:

First, a certain plantation, lying and situated in the said Parish of Iberville, on both Side of the Bayou Maringouin, Composed of two tracts of Land, One measuring forty two arpents front on the West Side of Said Bayou Maringouin by forty arpents in depth, bounded above by Lands belonging

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belonging to Governor Henry Johnson, and below by Land belonging to the Succession of Lemuel Tanner deceased: the Said tract being composed of Lots or Sections N. 61, 62, 63, 64, 65, 66, 67, 68 and part of Lot 69, all contiguous and adjoining each other, and Situated in Township N^o. Seven of Range N. Nine East. and the other tract being on the East Side of Said Bayou Maringouin opposite the tract above described, measuring thirty arpents front by forty arpents more or less in depth, bounded above by Lands belonging to the Widow and Heirs of Austin Woolfolk deceased, and below by Land of Henry C. Thibodeaux. This last tract being composed of Lots 43 & 66, 47 & 67, 45 & 68, 46 & 69, 47 & 70, and 48 & 71, in Township N 7 of Range N. 9 & 10 and all adjoining each other.

All of which Several Lots or Sections of Land are supposed to contain Two thousand and eight hundred Superficial arpents be the Same more or less, and which were acquired by the deceased Jesse Baly as follows

1^o Lots or Sections N^o. 65, 66, 67 and 68, and Lots 43 & 66, 44 & 67, 45 & 68, and 46 & 69, by an act of division and transfer of Land between Lemuel Tanner, Henry M. Thibodeaux, Miles Taylor, Jesse Baly, and Henry C. Thibodeaux, before Leufroy Barras then Parish Judge and Ex officio Notary Public in and for the Parish of Terre Bonne, passed on the Sixth day of April in the year Eighteen hundred and thirty eight, which act is duly recorded in my office in Record Book marked V Entry N. 190.

2^o Lots or Sections N^o. 63 & 64 and Lots 47 & 70 from Henry C. Thibodeaux, by act of Sale before the said Leufroy Barras Judge and Notary, passed on the 23^d day of February A.D. 1843 and recorded in my office in the same Book V Entry N. 191.

3^o Lots or Sections N^o. 61 and 62, from the said Henry

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C. Thibodeaux, by act of sale also before the same Judge and Notary, passed on the 17th day of May 1845 and also recorded in my office in Record Book W Entry N^o. 350. And finally the portion of Lot N^o. 69, of two acres in front with the depth attached thereto, Supposed to be forty, from Governor Henry Johnson, by act under private Signature, dated Parish of Ascension La, November 20th, 1843, which act is duly recorded in my office in Conveyance Record Book N^o. 2, Entry N^o 67 under date 2^d July 1850.

And whereas there exist no act of Sale on Record in my office from any person to Jesse Batey in and to the Lots 48 & 71 above described, it is understood and agreed that the vendors by their attorney only transfer and sell such title to the said Lots as the said Jesse Batey may have acquired in and to the Said Lots N^o. 48 & 71.

2^o The following and described named Slaves, One hundred and twelve in number, all living and attached to the said plantation, to wit:

1^o. Tom Gray, a mulatto aged 51 years, 2^o. Chloe his wife negro woman aged 51 years, 3^o. Callon negro man aged 52 years, 4^o. Lewis negro man aged 24 years. 5^o. Harry aged 28 years, 6. Burnell aged 56 years, 7^o. Henry [...] aged 30 years, 8^o. Bazilaged 32 years, 9^o. Christina his wife aged 32 years and their five children 10^o. Agnes aged 9 years, 11^o. Henry aged 7 years, 12^o. Maria aged 5 years, 13^o. Abraham aged 3 years, 14^o. Lewis aged 3 months, 15^o. Neil negro man aged 26 years 16^o. Elender his wife aged 22 years, and their three children, 17^o. Mathilda aged 3 years, 18^o. Celia aged 2 years, 19 and Patrick aged 9 months. 20^o. Mary Scott negro woman aged 45 years, 21^o. John her son a griffe boy aged 9 years, 22^o. Kumby negro man aged 31 years, 23^o. Fanny negro woman aged 33 years, 24^o. James Scott negro aged 37 years, 25^o. Caroline his wife negro woman aged 32 years, and their Seven children, 26^o. Lydia Ann aged 12 years, 27^o. Suzan aged 10 years, 28^o. Cleary aged 8 years, 29^o. Louise aged 6 years, 30^o. Benjamin aged 4 years, 31^o. Robert aged

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2 years, and 32^o. Gabe aged 6 months, 33^o. Peter negro man aged 75 years, 34^o. Lewis negro aged 26 years, 35^o. Ann his wife aged 24 years, and their two children 36^o. Nace aged 4 years, and 37^o. Ambrose aged 2 years, 38^o. Clara negro woman aged 62 years, 39^o. Lucy Ann aged 25 years. 40^o. Rosa aged 23 years, 41^o. Martha Ann aged 24 years, and her three children 42^o. Bridget a mulatto aged 7 years, 43^o. Emmeline a mulatto aged 4 years and 44^o. Josephine a black aged 2 years, 45^o. Eliza Butler negro woman aged 35 years, 46^o. James Pendleton aged 47 years (ruptured) 47^o. Charlotte his wife a griffe woman aged 40 years, 48^o. Hemming aged 16 years, 49^o. Annie a griffe aged 44 years, 50^o. Shepperd a griffe aged 8 years. 51^o. George a griffe aged 6 years, 52^o. Charles aged 4 years, 53^o. William Hill negro man aged 42 years 54^o. Mary Ann his wife aged 34 years, and her four children 55^o. Sarah Ann aged 12 years, 56^o. Polk aged 10 years, 57^o. Elizabeth aged 7 years, and 58^o. Joseph aged 3 years, 59^o. Patrick negro man aged 57 years, 60^o. Lolly his wife aged 52 years, and her five children 61^o. Frank, now a runaway aged 24 years, 62^o. Suzan aged 22 years, 63^o. Peter aged 20 years, 64^o. Jack aged 18 years, 65^o. Isaac aged 11 years, 66^o. Betty Ann negro woman aged 22 years, 67^o. Mary aged 17 years, 68^o. Rachel her child aged 3 months, 69^o. Nace Butler negro man aged 67 years, 70^o. Biby his wife aged 63 years, and her three children 71^o. Henry aged 19 years, 72^o. Thomas aged 17 years, 73^o. John aged 15 years, 74^o. Washington negro man aged 29 years, and two orphan children, 75^o. Jane aged 7 years and 76^o. Charles aged 6 years, 77^o. Kitty negro woman aged 62 years, 78^o. Sarah aged 24 years, 79^o. George aged 2 years, 80^o. Sam Harris negro man aged 47 years, 81^o. Betsy his wife aged 42 years, and her seven children 82^o. Sam aged 15 years 83^o. Ellen aged 12 years 84^o. Louisa aged 10 years, 85^o. George aged 8 years, 86^o. Madison aged 6 years, 87^o. William aged 4 years, & 88^o. Alley aged 2 years.

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89^o. Lenn Queen negro woman aged 64 years, 90^o. Ann Queen his wife aged 52 years, 91^o. Eliza aged 20 years, and her son 92^o. Miley aged 4 years, 93^o. Martha Swan, negro woman aged 33 years, and her two children 94^o. Richard aged 5 years, and 95^o. Alfred aged one year, 96^o. Jacob negro man aged 32 years (new runaway) 97^o. Adeline his wife aged 27 years, and her four children 98^o. Joseph aged 6 years, 99^o. Margaret aged 4 years, 100^o. Daniel aged 2 years, 101^o. Natty aged 9 months, 102^o. Jarred (driver) negro man aged 37 years, 103^o. Rose Ann his wife aged 39 years, 104^o. Gustus negro man aged 28 years, 105^o. Adolphe his sister aged 32 years, and her two children 106^o. Julia Ann aged 4 years and 107^o. John Henry aged 2 years, 108^o. William a mulatto man aged 60 years, 109^o. Esther his wife aged 60 years, 110^o. James Broughton negro man aged 35 years, 11^o. Jordan negro man (runaway) aged forty years, and Charles negro boy aged 18 years.

All warranted Slaves for life and the lawfull property of the Vendors who inherited them with the said plantation from the Succession of Said Jesse Batey deceased.

And whereas three of the above named Slaves, to wit: Jacob, Jordan and Frank are now run away, the Said Vendors by their attorney have substituted in their place and stead, two negro women, one named Sophy aged 45 years, and the other Laura aged twenty years, which two slaves shall remain as part of the property herein sold until the runaway are retained, or two of them, in which case the above two slaves Sophy and Laura shall again become the property of the Said Vendors.

3^o. The following described stock and moveables to wit: Twenty one mules, Six horses, and all the horned cattle now on or belonging to the Said plantation. Also all the ploughs, carts, and other farming utensils and tools on the place, and the house and kitchen furniture. And also the Crop of Corn either in the barns or in the field not gathered.

The said plantation being sold together with all the buildings, improvements, and appurtenances thereon being, in any wise thereunto belonging.

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To have and to hold the Same, together with the above named One hundred and twelve slaves, and movable property, unto the Said Purchasers, and to their heirs and assigns, to their proper use and behoof forever.

And the Said Vendors, by their said attorney, for themselves and their heirs, the said premises, to the Said Purchasers, their heirs and assigns, shall and will warrant and forever defend against the lawful claims of all persons, whomsoever by these presents.

The foregoing Sale is made for and in consideration of the price and Sum of One hundred and twelve thousand and five hundred Dollars, in part payment and deduction of which the Said Purchasers have paid to the Said Vendors, through their said attorney, Robert Macbeth, the Sum of Twenty thousand Dollars, in ready money, the receipt whereof is hereby acknowledged and full release and acquittance granted therefor.

And in payment and settlement of the remainder or balance of said price, being the Sum of Ninety two thousand two hundred Dollars, the said Purchasers have made executed and Signed their joint Several promissory notes or obligations bearing down date with these presents, all payable to Robert Macbeth or order at the Bank of Louisiana in New Orleans.

The first of which notes being for the sum of Eleven thousand five hundred and Sixty two 50/100 Dollars, will become due and payable on the first day of January Eighteen hundred and fifty five, The Second being for the Sum of Thirteen thousand four hundred and eighty nine Dollars and fifty eight cents, will become due and payable on the first day of January

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Eighteen hundred and fifty six, ___ the third being also for the sum of Thirteen thousand four hundred and eighty nine 58/100 Dollars, will become due and payable on the first day of January in the year Eighteen hundred and fifty Seven, the fourth, also for the Sum of Thirteen thousand four hundred and eighty nine 58/100 Dollars, will become due and payable on the first day of January Eighteen hundred and fifty eight. The fifth, for a like sum of Thirteen thousand four hundred and eighty nine 58/100 Dollars, will become due and payable on the first day of January Eighteen hundred and fifty nine. The Sixth, also for the Sum of Thirteen thousand four hundred and eighty nine 58/100 Dollars, will become due and payable on the first day of January Eighteen hundred and Sixty. All of Six promissory notes bear interest at the rate of Six per cent per annum from date until maturity, and if not then paid to bear Eight per cent per annum from maturity until final payment. And the Seventh, and last of the said notes being also for the Sum of Thirteen thousand four hundred and eighty nine 58/100 Dollars, will become due and payable on the first day of January in the year Eighteen hundred and Sixty one, and bear interest at the rate of Eight per cent per annum from date until final payment.

All of which said promissory notes have been by me the Said Recorder attested and identified with these presents according to the Law, and delivered to the said attorney Robert Macbeth who doth hereby acknowledge the receipt thereof.

And in order to Secure the full and punctual payment of all the said Seven promissory notes, and all interest that may accrue thereon as therein Stipulated, the said Purchasers hereby specially mortgage affect and hypothecate the whole of the said plantation or Several tracts of Land and appurtenances together with all other improvements that may be placed

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Placed on the Same, and the said One hundred and twelve slaves herein sold and conveyed, together with their increase, and the Stock of horses, cattle and moveables herein conveyed, and all other Stock which may be placed on said plantation.

The privilege of the Vendor being also reserved on the said property, the whole of which shall thus remain mortgaged in favor of the Said Vendors, or in favor of any person or persons who may become the lawful holder or holders of any and all of the said promissory notes.

The said Purchasers promising and binding themselves not to sell, alienate, deteriorate or incumber the said promises or any part thereof to the prejudice of the present mortgage.

By inspection of the Recorder of Mortgages of this Parish under my charge, it appears that there exists no mortgage recorded affecting any of the property and Slaves herein sold and conveyed, and the said Parties and Specially the Purchasers dispense with the production of the certificate required by Article 3328 of the Civil Code of Louisiana, do hereby exonerate me the undersigned Recorder of all damages and responsibilities in consequence of passing the present act of Sale without being provided with the said Certificate.

Thus done and passed at my office in Said Parish of Iberville, the Eighteenth day of January in the year of our Lord One thousand eight hundred and fifty three, in the presence of Messrs Joseph H. Erwin and Adonis Petit competent witnesses who have signed these presents with the said Parties and me the said Recorder after due reading hereof being made.

(Signed) Robert Macbeth Atty

in fact for heirs of Dr. J. Batey,

Original Format

Paper copy of bill of sale

Files