1753-002 SOUTHAMPTON COUNTY CHANCERY PAPERS FORSTER Vs. BROOM & Saul 7/1753

other SURNames: Saul, Claud
Ridley, Foster, Vaughan,

Papers
to
Saul

Papers.

April Vt 53.
Cont d
May Vt 53.
Set for hearing
July.
Dunca for Plt

Forster
vs
Saul
Bill

Dec. 1751
Time to Ans.
D. Jan.
22
April 1751.
Cont.
July. Cont.
Nov. 1751.
Cont at Ch. Wm.
Feb. 1752
Argued & Court divided
May 1752
Cont.
August 1752.
Cont.
Sept. 1752.
Cont. Def. Costs
Dec. 1752.
Mot. overruled & Decree award.
Fil. Nov. 1750
Jan. 1753.
Cont.
March 1753.
Cont

NOT DEACIDIFIED 1-9-92

To the Worshipfull his Majesty's Justices for the County Court
of Southampton Sitting in Chancery

Humbly Complaining Sheweth to your Worships
your Orator Christopher Thornton of the County aforesd.
That Whereas on or about the Eighth Day of June in the
year of our Lord God one thousand seven hundred and
forty Eight your Orator came to an agreement with
one William Broom of the County aforesd. for the purchase
of a certain Tract or parcel of Land containing by estamation
one hundred & 40 Acres more or less Lying and being in the
in the County of Southampton aforesd. for the consideration
on of the Sum of fifteen pounds Current Money of
Virginia and for the payment of which sd. Sum of Money
your Orator did enter into and seal a Bond for the same wherein he
bound himself his heirs Exrs and Admrs by the sd. Wm.g
aforesd. to be void unto the sd. Broom his Assignes and
your Orator. [illegible] on the twenty
fifth Day of July in the year aforesd. assigned the said
Bond to one Abraham Saul who hath commenced an
action of Debt upon the Assignment
action of Debt upon s[illegible] by Vertue of the said Bond against your
Orator in this Court at Common Law and to which suit your Orator
further Sheweth to your Worships that the sd. William did
not nor hath he ever made over to your Orator any Estate
in fee simple of or to the sd 140 Acres of Land aforesd
mentioned or made him any assurance for the same either
before the Assignment of your Orator Bond aforesd.
to the sd. Abraham Saul for since which your Orator Hum
bly conceives he the sd. Wm ought to have done before he could
in Equity & Justice demand the same or any other benefit
by Vertue of the Bond aforesd. All which Actings & doings
of the sd. Wm Broom & Abraham Saul are not only contrary
to Equity and Good Conscience but tend to the manifest
Injury Wrong & Oppression of your Orator

NOT DEACIDIFIED 1-9-92

In Tender Consideration whereof and forasmuch as your Orator is Remediless in the premisses by the strict Rules of the Common Law and are only & properly relievable there in before your Worships for that your Orator Witnesses which could prove the truth of the premisses are either Dead or gone into Places remote and beyond the Seas And to the End that the Defts Wm Brown and Abra: Saul whom your Orator prays may be made Parties to this his Bill of Compltt, may upon their Oaths in this Court full & perfect Answer make to all and singular the Matters and things herein before set forth & Contained And that as fully as if the same were herein again repeated & interrogated and more especially that the Dft Wm may set forth and discover whether he did not come to such an agreemt with your Orator for the sale of a certain Tract or Parcel of Land containing 140 Acres more or less as it is within set forth & Orator [illegible] for the same whether your Orator did not give the Dft William his Bond for the same whether he the Dft did not on the Twenty fifth Day of July in the year of our Lord God One thousand seven hundred & Forty Eight or thereabouts Assigne the same over to one Abraham Saul whether the Dft hath ever conveyed a Fee simple Estate of in and to the Dd 140 Acres of Land to your Orator and his Heirs, And that the Dft Abraham Saul may may set forth and discover whether the Dft Wm Brown did not on the Twenty fifth Day of July in the year of our Lord God One thousand seven hundred & forty Eight Assigne over your Orators Bond to him and by such an Assignment if any such there ever was directed & appointed your Orator to pay the Money due thereupon to him the Dft Abraham Saul, whether he the Dft Abraham hath not commenced an Action of Debt against your Orator in this Court upon the same And whether he is not prosecuting the same still against your Orator in this Court at Common Law in order to recover and have a Judgmt agt your Orator for the same And that your Orator may be relieved in all & singular the Premisses according to Equity and Good Conscience

May it Please your Worships to grant to your Orator his Majestys Writ of Subpœna to be directed to the Dfts Wm Brown & Abra: Saul their Attornies & agents thereby Commanding them on a certain Day to be and appear before your Worships and Stand to & abide such Order as your Worships shall make in this Behalf and that the Matters and Causes of Action wherein your Orator is prosecuted by the Dft Abraham Saul at Common Law is properly relievable in this Worshipful Court of Chancery

Therefore May it please your Worships to grant to your Orator his Majestys most gracious Writ of Injunction to be Directed to the William Brown & Abraham Saul And all & every their Counsellors Attorneys Solicitors Agents commanding them & every of them under a certain Paine therein to be expressed That they further proceedings be had in the Dft Action brought by the Dft Abra: Saul against your Orator in the Dft Court at Common Law untill your Worships shall have given further Order & Direction therein

And your Orator shall pray &c

Nov.
Sworn in Court
R. Thellusson

Solr James Jno Comp.

Saul Ux
adv
Foster
} Ans.

Saul Ux
adv
Foster
} Answ.

Filed July 1751.

Saul &c
&c
Foster

Saul &c
as
Foster.

Answ.

The joint & several Answer of William Broom & Abraham Saul Defts to the Bill of Complaint of Christopher Foster Compl.

These Defts now and at all Times hereafter saving and reserving to themselves all and all Manner of Advantage of Exception to the manifold Untruths Imperfections & Incertainties in the Compls said Bill of Complaint contained for Answer thereto or to so much thereof as these Defts are advised is material & effectual for them to answer unto They answer & say. And first the said Wm Broom for himself severally answering saith That he this Deft and one John Saul jointly entered for & took up a certain Tract or parcel of Land in this County of which the said one Hundred & forty Acres in the Compls Bill mentioned is Part That the Works for the said Land were returned to the Secretary's Office & the Patent for the same taken out in the Name of the said John Saul That true it is That the said Christopher Foster the Compl. made an Agreement with this Deft for the said Land which was his Part of the said Land so jointly taken up & patented in the Name of the said John Saul for the Sum in the Compls Bill mentioned being fifteen Pounds Curr. Money for which the said Compl. gave this Deft a Bill signed with his own Hand Payable to this Deft his Heirs Execrs Admrs or Assigns as by the said Bill more fully may appear And this Deft further saith That at the same Time that the said Compl. Foster gave this Deft his Bill as aforesaid for the Consideration of the Purchase of the said Land which the Compl knew the Title of the said John Saul gave him the Compl his Bond in the Penalty of thirty Pounds ——— Conditioned for the making the said Compl a good Title to the said Land which he was always desirous as soon as he had a Patent to do & tendered the Compl Deeds for that Purpose which the Compl refused to accept of as the said Saul told this Deft and which this Deft verily believes to be true And also That the said John Saul is now ready to make the Compl a Title to the Land in his said Bill mentioned according to his Bond given him as aforesaid for that Purpose And this Deft further answering saith That true it is That he assigned the Compls Bill aforesaid to the other Deft Abraham Saul as in the Compls Bill is set forth And expected

NOT DEACIDIFIED 1-9-92

That the Compl.t would have paid the Bill according to the Effect & Tenor thereof as he told this Def.t he would And this Def.t believes it to be true That he did pay some Part thereof to the said Abraham Saul after the Asignment thereof by this Def.t And the said Abraham Saul for himself severally answering saith That he believes the several Matters & Things answered to by the other Def.t Wm Broom to be true as therein is set forth this Def.t not knowing of his own Knowledge any thing of the Agreement & Transactions between the Compl.t & Broom But this Def.t admits That the said Wm Broom did asign a Bill for ~~fifty~~ fifteen Pounds Curr.t Money from the Compl.t to the said Broom to this Def.t which the said Broom told this Def.t the Compl.t Foster would pay And this Def.t saith That he applied to the Compl.t for the Payment of the said Bill after the Asignment thereof And That the Compl.t paid this Def.t forty three Shillings & seven Pence Part thereof And made no Objection to the Justness of the Bill or the Ballance thereof which he did not then refuse the Payment of That afterwards not being able to get the Ballance of the said Bill of the Compl.t This Def.t did commence & prosecute an Action of Debt on the said Bill against him in the Worshipful Court of Southampton County as Asignee to Wm Broom to whom the said Bill was given and obtained a Judgment thereon for twelve Pounds ten Shillings & eight Pence & Interest thereon from the ninth Day of June last past 'til paid & the Costs of the said Action But That Judgment is now staied on the Compl.t Bill of Injunction filed in this Worshipful Court And these Def.ts jointly pray That the Injunction aforesaid obtained by the Compl.t may be dissolved And that the said Abraham Saul may prosecute and have the Effect of his Judgment aforesaid And that these Def.ts may be hence dismissed with their reasonable Costs in this Behalf most wrongfully sustained

Without That that &c

July 7th 51.
Sworn to in Court by the Def.t Wm Broom
Rest. by other Def.t

R.T.

Foster
&
Saul
} Replication

The Replication of Christopher Foster Compltt. to the joint and several Answer of William Broom & Abraham Saule Defts. [redacted]

This Repliant saving unto himself all and all Manner of Advantage of Exception to the Manifold Insufficiencies of the said Answer for Replication thereunto saith That he will aver and prove his said Bill to be true certain and sufficient in the Law to be answered unto: and that the said Answer of the said Defts is uncertain insufficient to be replied unto by this Repliant: without that that any other Matter or Thing whatsoever in the said Answer contained material in the Law to be replied unto and herein not replied unto confessed and avoided traversed or denied is true all which Matters and Things this Repliant is and will be ready to aver and prove as this Worshipfull Court shall award and humbly prays as in and by his said Bill he hath prayed

Topper
vs
Saul

Injunction
&
Subpœna

Q. on the W. Broom
Abraham Saul is no
Inhabitant

S. Blondt

George the second by the Grace of God of Great Britain France & Ireland King Defender of the Faith &c To the Sheriff of Southampton County Greeting We Command you that you Summon William Broom & Abraham Saul to appear before our Justices of our said County Court in Chancery at the Courthouse on the second Thursday in March next to answer a Bill in Chancery exhibited against them by Christopher Foster And this they shall in no wise omit Under the Penalty of each of them £100 And have then there this Writ Witness Richard Kello Clerk of our said Court at the Courthouse the fifteenth Day of February In the twenty fourth year of our Reign

R. Kello C

To enjoin the Defendants their Counsellors Solicitors & Agents not to proceed in the Execution of a certain Judgment obtained in the said County Court by the Defend[t] Abraham Saul against the said Plaintiff till the Matter thereof is heard in Equity

By Rule of Court R. Kello C

Foster
vs
Saul
Def.
Plea

Southampton County ss George the Second by the Grace of God
of Great Britain France and Ireland King Defender of the Faith
To Benjamin Simmons Peter Butts Howell Edmunds ——
Gentlemen Greeting Know ye that We trusting to your Fidelity and
provident Circumspection in diligently Examining whatsoever
Witnesses as well on behalf of Christopher Foster as on behalf of
Abraham Saul Defendant Command you or any two or more of
you that at such certain Dates and Places as you shall appoint
you Assemble yourselves and the Witnesses aforesaid before you
or any two or more of you You call and cause to come and diligently
Examine on the Holy Evangelists of Almighty God and their
Examination into our Court of our said County without Delay you
shall send and certifie inclosed returning also to us this Writ
Witness Richard Hello Clerk of our said Court at his Office the
thirteenth Day of January In the twenty sixth Year of our Reign

R Hello D

In Obedience to this Dedimus Potestatem to us Directed we have Examin'd & taken the Depositions of the Within Nam'd James Ridley Gen. Goshuay & William Vaughan which we Send and Certifie under Our hands & Seals Annexed here to.

Benj.a Simmons

Peter Butts

Foster
vs. } Ded^o Pet.
Saul &

Southampton County ss.

George the second by the Grace of God of great Britain France & Ireland King Defender of the Faith &c. To Benjamin Simmons Peter Watts & Arnold Edmunds Gentlemen Greeting Know ye that We trusting in your Fidelity & prudent Circumspection will diligently examining whatsoever Witnesses as well on behalf of Christopher Foster as on behalf of Abraham Saul Defendant Command you or any two or more of you that at such certain Days & places as you shall appoint you assemble yourselves & the Witnesses aforesd. before you or any two or more of you You Call and cause to come & diligently examine on the Holy Evangelists of Almighty God and their Examinations into our Court of our said County without Delay shall send and certify inclosed returning also to us this Writ Witness Richard Kello Clerk of our said Court at his Office the thirteenth Day of March in the twenty eighth year of our Reign

Kello

The Deposition of William Broom being of full
age & first sworn upon the Holy Evangeliots of
almighty God. Saith that he sold Christopher
one hundred & fourty Acres of Land for which he ha
no Pattent for & that the sd. Foster agread to p
him the sum of fifteen Pounds upon the acknow
ledgment of the sd. Land, and that he Recived a
Dollar of the sd. Foster to Confirm the Bargain
and this deponant farther saith when he assigned
Fosters Bill to Abraham Sabl that he told the
sd Saul that the money was not to be paid till y
Land was acknowledg'd to Foster. and farther
not.

Wm his Broom
mark

Howell Edmunds
Benja. Simmons

The Deposition of John Saul being of full age
and first sworn upon the Holy Evangelists of almigh
God. Saith that the Pattent for the Land that W
Broom sold Foster Came out in his own Name. about
thirteen months after Abraham Saul Brought
suit for the money the Land was sold for. and the
Deponant farther saieth that some time after
he got his pattent he offered to make the sd Foster
a deed for the sd. Land and that the sd Foster
refused to Except till the Law suit was Ended
between he and abraham Saul and farther the
Deponant saith not.

John his Saul
mark.

Howell Edmunds
Benja. Simmons

Josser to Saul. Depon. 8 Feb. 24.

tid Feby 1753.

The Deposition of James Ridley aged Forty Three being first Sworn on the Holy Evangelists Saith; That Christopher Fowler Came to him in the Yeare 1719 to get this Deponent to Write a Bond for the Acknowledgement of a Certain Tract of Land which the Dr. Fowler was then about to Buy of William Broom, likewise to write a Bill for the Consideration Money which was Fifteen Pounds; the Dr. Deponent Askd Fowler what Time he should Mention in the Bill for the Payment of the Money the Dr. Fowler Answ: that he Could not Say when for the Money was to be Paid on the Acknowledgement of the Land, & that the Patent was not out of the Secretary's Office & further this Deponent Saith not

Benj.a Simmons

Peter Butts

Ja Ridley

The Deposition of Joshua Claud aged Forty Seven being
First Sworn on the Holy Evangelists saith, that in the Year 1719
Chris.r Fowler W.m Broom & others Came to his house in Order
to Execute a Bill and Bond Concerning a Certain Tract of
Land which the D.r Fowler hath Purchas'd of the D.r W.m Broom
That this Deponent was Desired a Witness thereto,
the D.r Fowler and Broom Related their Agreement the D.r
Deponent Said to them the Bill was not According to their
Agreement the D.r Broom and Fowler both made And that the
Money was not to be Paid untill the Acknowledgement of the Land
this Deponent further Saith that he Said to the D.r Fowler & Broom
that Perhaps the Bill might Cause some Trouble then the D.r
Fowler & Broom Replied that the D.r Bill then Would be Void & of
the Witnesses knew their Agreement on that the Bill and Bond was
Voted and this Deponent further Sayeth not

Benj.a Simmons

Peter Butler

Joshua Claud

The Deposition of William Vaughan Aged about thirty six
Years taken in a Suit in Chancery depending in Southampton
County Court betwen Christopher Foster Compt. and Abraham
Sauls Deft. This Deponant being first Sworn on the
Holy Evengelists of Almighty God Saith that about three
Years ago or more the Last[illegible] Christopher Foster Came to
the Deponants house and Desird him to go with him to View y
Land of Wm Broome which is now in Dispute, and that he the
Depon.t & Christopher Foster went to the S.d Broome, and then
this Depon.t and the S.d Foster & Wm. Broom Did all go on the
Land and Viewed it, and after the S.d Broom Asked y S.d Foster
how he likit y Land. he said midling well, then Broom Asked if
he intended to have it or no, he Answerd Yea he thought he
Should, then Broom Asked the S.d Foster when he could pay
him his money the S.d Foster told him upon the Acknowledgem.t
of the Land, then Broom said it was as soon as he Desird it
then Some time after, this Depon.t Christopher Foster John
Sauls & Wm. Broom met upon the Land in order to Run a
Deviding Line betwen Wm Broom & John Sauls & Accordingly
Did, then after the Deviding Line was Run and agreed to. the
said Foster pulled a piece of Eight out of his pocket and gave
it to Wm. Broom and said upon the Acknowledgem.t of the Land
I will make this fifteen Pounds and the Said Wm Broom said
he did not Desire it before and took the money then this Depon.t
Said to Wm. Broom you may Lye out of your money a great
While yet Broom Asked why this Depon.t Said because the
Right of the Land Lyes in John Sauls and he wont Seek for
the Patent. he Swore that if he would not he would and make
him pay for it, Some time after this Depon.t Came to the
house of Mr. Joshua Claud, their was the said Christo.r Foster
Wm Broom & John Sauls with an Intend to Execute a Bill for
the Money & a Bond for the Acknowledgem.t of the Land, Mr.
Claud Said the Bill was not Bit According to their Agreem.t
and this Depon.t Says that the Bill was Executed upon the
first Bargain And [illegible]

This Deponent Further Saith that the Said Johns Sauls Patent Came out about two years Ago and that he never new the Sd. Foster to Refuse Makeing a Deed for the Land, and that he never new John Sauls Refuse makeing Deed. Since he had his Patant and Further this Deponent Saith not

Benj.a Simmons

Peter Butler

Wm Vaughan
his
Mark

Saul
vs
Foster
} Narr

S.t hampton

Mar. 1749
Imparl
April 1750
Cont at Def.t Exp.

June
Cont
July. Pain
Jones

Southampton County ſct

Abraham Saul complains of Christopher Foster the Elder in Custody &c. of a Plea that he render to him fifteen Pounds Curt. Money of Virginia which to him he owes & unjustly detains &c. for this to wit that whereas the said Christopher on the eighth Day of June in the Year of our Lord God one thousand seven hundred and forty eight at the Parish of Nottoway & County aforesd. by his certain Bill Obligatory sealed with the Seal of the said Christopher & to the Court of our Lord the King now here shewn the Date whereof is on the same Day & Year acknowledged himself to owe to one William Broom of the said County the said sum of fifteen Pounds Curt. Money of Virginia to be paid to the said William Broom his Heirs Extrs Admrs or Assigns & for the said Payment well & truly to be made the said Christopher bound himself his Heirs Exectors & Admrs firmly by the same Bill; And that Sum of Money being not paid to the said William Broom the same William Broom afterwards, to wit, on the twenty fifth Day of July in the Year aforesd. at the Parish & County aforesd. assigned that Bill with his own proper Hand [redacted] subscribed & by that Assignment the same William appointed that Sum of Money to be paid to the said Abraham Saul according to the Effect & the Bill of which the said Christopher [redacted] afterwards, to wit

and Year last mentiond at the Parish & County aforesd had Notice; By Reason whereof & by Force & Virtue of the Act of Assembly in such Case made & provided the same Christopher became liable to pay the same Sum of Money to the said Abraham Saul according to the Form & Effect of the said Bill Obligatory; Yet the said Christopher altho' by the sd Abraham often requested hath not yet paid the said Sum of Money to the said Abraham but the same to him to pay hitherto hath & still doth refuse to the Damage of the said Abraham of £ sd Pounds and therefore he brings Suit &c.

John Doe
Rich. Roe } Pledges &c.

Paiment Allaborne

July 1750.

Jones J. pro Quer.

Dabney
to
Tosher

Sept. 1750
Sey for Costs & Cont
Oct. 1750
Ord Confd & Bill
of Injunction filed

and Sworn Sworne by me

his
Abraham A Saul
mark

Foster Cheeseman

2. 8. 7
15. 5. 9
2 9. 4
12 10. 8

Know all men by these Presents that I Christopher Foster Sen.r of the County of Isle of Wight do Owe and am Indebted to William Broom of s.d County aforesaid in the Sum of Fifteen pounds Current Money of Virg.a to which payment well & truly made & done to the s.d Broom his Heirs Extors Admtors or Assigns; I bind my Self my Heirs Extors Admtors Jointly by these Presents in Witn. whereof I have hereunto set my hand and Seal this 8th day of June 1748

Witness

Jo.s Eland

Wm + Vaughan
mark

Christopher Foster

15

July y 3th 26 1748 This Day I assign the within obligation to Abraham Saul Witness my hand

his
Wm + Broom
mark

Test. Howell Edmunds

Received Augt 6th
June y 9: 1748
of y within bill
five Shill= & nine Pence Paid

his
Wm + Broom
mark

Rec.d of the within bill forty three Shill and Seven pence by me

his
Abraham Saul
mark

Saul & Abt. Foster

Foster & Broom

2. 8. 7
15 5. 9
2 9. 4
12 10 8

Know all Men by these Presents that I
Christopher Fosser of the County of Southampton
am held & firmly bound unto Abraham Saul in
the full & just Sum of Twenty pounds To be paid
to the said Abraham Saul his Exr Admr &
Assigns To which payment well & truly to be
made I bind myself my Heirs Exrs & Admrs
jointly & severally firmly by these
presents. Sealed with my Seal & Dated this
Ninth Day of February 1750/1.

The Condition of this Obligation is such that
Whereas the above bound Christopher Fosser hath
obtained his Majesty's Writ of Injunction to stay
the Proceedings in a certain Action of Debt depending
in the said County Court of Southampton wherein
the said Abraham Saul Assignee of William Broom
is Plt and the above bound Christopher Fosser Defendt
Now if the said Christopher Fosser shall pay & satisfy
unto the said Abraham Saul all such Damages Costs
& Charges as shall be awarded against him in case
the Injunction afsd shall be Dissolved Then this
Obligation to be void Otherwise to remain in full
force & Virtue

Sealed & Delivered
in Presence of
R. Kelly Clk Cur
Samuel Senior

Christopher Fosser