

1764-002 SOUTHAMPTON COUNTY
CHANCERY PAPERS

LUNDY vs. LUNDY, 3/1764

Other SURNAMES: Person Burchett,
Birchett, Cheaves, Cheves, Epps,
Eppes, Bass, Taylor

Lundy }
agot } Billin Court
Lundy } 1900 Tot^o

May 1763.

Cont

Sen

Ans & Com

Lang 64

Let for hearing

filed May Court 1763

1/14/92
NOT DEACIDIFIEDED

To the Worshipful his Majesty's Justices of the Peace
for the County of Southampton sitting in Chancery

Humbly complaining sheweth unto your Worships
your Obedient Drury Lundy of this County that one Isham
being seized in Fee of a Tract of Land lying in the
Parish of Saint Luke in this County on the River of
containing by Estimation ~~in~~ ^{about} ~~one~~ ^{two} hundred Acres more or less
that your Obedient the said Isham came to an Agreement
for the Purchase of the said Tract of Land for the Sum of £130.
half the said Sum to be paid on Acknowledging a Deed
for the said Land & uttering your Obedient in person thereof
which was to be in January last & he was to give Bond &
Security for the Payment of the Residue of the Purchase

Money & the Sum of twenty Shillings
Consideration of the said Purchase

also agreed that in case of Failure of the Payment of the
said Money in the said Month of January the said
Agreement was not to be void but still to remain in
Force Your Obedient sheweth that in January last he went
to the Court of this County & tendered the said Isham Lundy
a Deed for the said Land & requested him to sign the same & to
resign but the said Isham refused & pretended he would
not sign the Deed until the Money was paid & he was given forth
the said Money & he was told that the said Isham
had the Money at Home & would pay him as soon as

Lundy
aged
Lundy
Bill in Court
19th Decr
May 1763.
Deed
for 130
for the Land

File 2 May 1763

NOT DEACIDIFIED

1/14/92

He returned Home & would give him, undoubted Security for it in the
mean Time Your Orator shews that on the 15th. Jan^y when he
went to the said Joham, & tendered him £64. which with the 2d.
half an earnest on the Agreement made half the purchase
Money & offered Security for the Residue as he had agreed
But the said Joham altogether refused to give any security
for the Land or to receive the Money which he
to Equity & Justice ~~to the~~ Intender Consideration
whereof off that your Orator is only releasable in this Court
where he can have a specific performance of his Agreement
decreed him To the more proof that the said Joham
mayon his corporal oath full true & perfect Answer make
to all singular the Allegations of this Bill as fully and
as early as it herein again required & interrogated
for the purchase of this

Did he receive 2d. in part of the Consideration as
earnest in Bargain? Did not your Orator desire him
to execute a Deed for the Land & the would give Security to
pay the Money when he returned from out in January
Did not your Orator tender him the Money & deed on the
15th Jan^y last? Was it not agreed at the Time of the
Purchase that the Bargain was not to be void for want
of the money's being not paid at the day? And the said
Joham Lundy may by Decree of this Court
compelled to make & execute a good & sufficient Deed

or Deed in Law for Conveying the Fee Simple Estate of the
said Land to your Orator as in paying down the sum
of £64. & giving Security for paying £65. on 1st May
next and the said Joham objected specifically to
the Agreement for an aforesaid Deed
And he relieved in the premises
reading Equity & Conscience
May please your Worship to grant the

Wills Carey & Comp^{rs}

Sunday & Chany
Sunday

Go to Miss Bonds
March 7th
Time to come to the
April
Time to come to the

Geo: M. M. by the Grace of god of Great Britain
Baron of Great Britain and King Defender of the Faith &c. —
To the Sheriff of Southampton — Welcome by the way on
Summers I am sorry to appear before your Honor
of the County in Chancery but the Court house of the County
On the second Thursday in February next to appear
at the Court in Chancery & the Court house by Henry Tandy
And this is the reason now I must under the pen of
of 1786 and have then there this Court witness —
But this Clerk of our Court at the Court
House of the County the eighteenth day of
January in the year of our King

J. H. L. &
2000

Sundry. }
" }
Sundry. } ded.
} present.

The said sum

George the third by the Grace of God of Great
Britain France and Ireland King defender of the Faith
His Justices Henry Taylor & James Jones
gent. Greeting knowye that we trusting to your
fidelity and provident circumspection in diligent ly
examining whatsoever witnesses as well on behalf of
Drury Lundy jett as on behalf of John Lundy jett
Command you or any two or more of you that at such
certain days and places as you shall appoint you
assemble your selves and the witnesses 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 county of Southampton without delay you
shall send and certify enclosed returning adoe to
this writ witness W. Wells Cth of our said court at
the courthouse the eighteenth day of Sept^r in the
third year of our reign.

W. Wells C

Lundy Deacon
Lundy Post

By Virtue of the within Deed of Appointment we have
Examined John Person whose Deposition we send and
Certified under our hands Annexed

J. P. Deacon
James Jones

George the third by the grace of god of Great Britain France
and Ireland King (Defender of the faith &c) To James Redley
& James Jones —

gent Greeting know ye that we trusting to your fidelity
and provident circumspection in diligently examining
whatsoever witnesses as well on behalf of Duvin Lundy
ptt as on behalf of John Lundy (deft) Command you or
any two or more of you that at such certain days & places
as you shall appoint you assemble your selves and the
witnesses before you or any two or more of you you call &
cause to come and diligently examine on the holy evangel
of almighty god and their examination into our court
of our county of Southampton without delay you shall
send and certify inclosed returning also to us this writ
witness R. Hullo Cth. of our said court at the courthouse
the thirteenth day of November in the third year of
our reign

R. Hullo Cth.
[Signature]

being first sworn upon the Holy Evangelist of Almighty God
The Deposition of John Cheaves of full age, Deposeth and
saith that Drury Lundy and James Lundy come to him and that
the said Drury Lundy desired this Dependant to Ride with him
to see Isham Lundy with this Dependant did after they got to
where the s: Isham Lundy was the said Drury Lundy said to
the s: Isham Lundy I have brought you the Money for your
Land According to Bargain to which the said Isham Lundy
said it was not for the Money was to be paid at January Court
at which time the Land was to be Acknowledged where the said
Drury Lundy deniged and said it was not the Bargain that
he could prove to the contrary that another Court would
do as well whereupon the s: Drury Lundy Tended the said
Isham Lundy Money desired him to Assign the Deed
which the s: Drury Lundy had in his hand: but which the
said Isham Lundy Refused and Offered the s: Drury the
Twenty Shillings which this Dependant Under stood was
given by the said Drury Lundy to the said Isham Lundy
as Earnest Money and this Dependant further saith that

John Cheaves

Oaths: the 15th 1763
Sworn to before

Tested
Henry Taylor
James Jones

The Deposition of Mary Epps of full Age being first sworn
upon the Holy Evangelist of Almighty God, Deposeth &
saith, That Dewey Lundy, & Isham Lundy came to
their House sometime in Oct. Last, and that the said
Dewey Lundy and Isham Lundy, informed she & her husband
that the said Isham Lundy had sold the s^d. Dewey
Lundy one hundred Acres Land for one Hundred and
thirty pounds, which Land was to be Acknowledged to
the s^d. Dewey Lundy at January Court ensuing upon
the s^d. Dewey Lundy paying down on that Day, one
half of the purchase Money and the other half to give
Bond & Security payable 12 mos come twelve months
untill which time the s^d. Isham Lundy is to have
possession of the plantation and all the Land on the
south side of an old road leading through the s^d. Land
to Putsons Ford, upon which the s^d. Dewey Lundy
paid the s^d. Isham Lundy twenty Shillings in ready
Money; This Deponent further saith that the s^d.
Dewey Lundy & Isham Lundy did further agree
that if any thing should happen, that this Land
could not be made over at Jan^y Court that the next
Court would do; and this Deponent further saith that
the s^d. Isham Lundy asked the s^d. Dewey Lundy if the s^d.
could not be made over at the above time whether there
should be any forfeit or the Bargain Void, the s^d. Dewey
Lundy said no, upon which the s^d. Isham Lundy
turned round to George Epps (my Husband) and
desired him to take Notice, And further this Deponent

Naith not

15th Oct. 1763
Sworn before us

Am
Mary M. Epps
Naith

Attest
Henry Taylor
James Jones

The Deposition of James Lundy of full age being first sworn
upon the holy Evangelists of Almighty God Depose that with
that Drury Lundy did the Saturday after January last go to
Isaham Lundy in company with this Deponent and John
Cheevers and the said Drury Lundy said to the said Isaham Lundy
I have brought this Money which was Sixty four pounds to pay
you for the Land I bought of you according to bargain the
said Drury Lundy Offered to the said Isaham Lundy and
said here Sign this and I am ready to pay you the Money
According to Bargain which the said Isaham Lundy Refused
and said that he would not do it until he was Obliged and you may
Sue me and the s^r. Isaham Lundy said to the s^r. Drury Lundy why
dont you git George Lapps and his wife before some justices
and prove the bargain if they will Swear that the Bargain was
not to be Void if the Land was not made Over January last
that he would Sign the Deed or Acknowledge the Land that the
said Drury Lundy tells the s^r. Isaham Lundy that it was not
his Business to go to Lapps & his wife upon which the said
Drury Lundy with this Deponent and John Cheevers parted
with the said Isaham Lundy but had not got far from the
s^r. Isaham Lundy before this Deponent advised the s^r. Drury
Lundy to go back to the s^r. Isaham Lundy and Endeavour
to settle the Dispute without going to Law which the said
Drury Lundy Refused and said he thought he had done
enough to comply with his Bargain but said to this
Deponent you may go Back and see if the Oaths of Lapps
and his wife would not determine the Dispute which the
said s^r. Isaham Lundy did Refuse and said that the s^r.
Drury Lundy might sue him that he could not do so
as well as the s^r. Drury Lundy

Oct^r. the 15th 1763

Sworn to before

James Lundy

Patridley.

Henry Taylor
James Jones

The Deposition of George Eppes of full Age being first sworn
upon the Holy Evangelists of Almighty God deposeth and saith
that Drury Lundy & Isham Lundy came to his House sometime
in October last and that the said Drury Lundy & Isham Lundy
informed him that the s: Isham Lundy had sold the said Drury
Lundy One Hundred Acres of Land for One Hundred & thirty pounds
which Land was to be Acknowledged to the s: Drury Lundy
at January Court ensuing upon the s: Drury Lundy paying
on that day ^{to give Eppes & myself together} Drury one half of the purchase Money and the other half to come
come twelve months, until which time the s: Isham Lundy was
to have possession of the plantation and the Land of the South side
of an Old Road leading to through the Land to Petersons Ford
upon which the s: Drury Lundy paid the said Isham Lundy
Twenty Shillings Leases Money; This Deponent further
saith that the said Drury Lundy and Isham Lundy did further
Agree that if any thing should happen that the Land could not be
made Over at January Court that the Next Court would do
and this Deponent further saith that the s: Isham Lundy asked the
said Drury Lundy if the Land could not be made Over at the
above time whether there should be any for sit or the Bargain
Void the said Drury Lundy said no upon which the said Isham
turned Round to this Deponent and desired him to take
Notice. This Deponent further saith that the s: Drury
Lundy did Offer the said Isham Lundy Security for the
purchase Money upon the s: ~~Isham Lundy~~ ^{Isham Lundy} Assigning
Acres for the Land and this Deponent further saith Not

15th Octo^r 1763

sworn before us

George Eppes

J. Paruley.
Henry Taylor
James Jones

The Deposition of James Birchett of full Age being first
sworn upon the holy Evangelists of Almighty God, Depoth
& saith That the Sunday Morning (after Dawry Lundy
had purchased a piece of Land of Isham Lundy (as the
said Dawry Lundy informed this Depo^{nt}) That the^d
Dawry Lundy and this Depo^{nt} happened at the
house of one Elbin Browner that the^d Dawry
Lundy ~~depended~~ ^{said to} this Depo^{nt}, don't you think I have
ruined my self, and this Depo^{nt} asked him how
& the^d Dawry Lundy said, I have bought Isham
Lundy's Land, which I am to give one hundred &
thirty pounds one half of the money to be paid Janu^{ry}
Court ensuing) at which time the^d Isham Lundy is
to acknowledge the Land, and the other half the said
Dawry Lundy is to give the^d Isham Lundy Bond
& Security for, payable I was come twelve Months, to
which this Depo^{nt} said I think its the best Days
work that ever you did, for I immagin you Father
is to pay the Money, to which the^d Dawry Lundy
made answer he is for I could not ~~afford~~ ^{pay} it
I paid for it my self And further this Depo^{nt}

James Birchett

saith not
Oct^r: the 15th of 63
Sworn to before

Ridley
Henry Taylor
James Jones

6 The Deposition of Jeremiah Baps of full Age being first sworn upon the Holy Evangelists of Almighty God, Deposeth and saith, that two or three Days after Adam Lundy had sold his Land to Doury Lundy, this Deponent was in Company with the said Doury Lundy, at which time the s^d. Doury said he had bought Adam Lundy's Land, this Deponent askt him what he was to give his Answer was One Hundred and Thirty pounds, Sixty five pounds paid the ensuing January Court, at which time ~~that~~ ~~was~~ to be Acknowledged, and Bond and Security to be given for the Other Sixty five pounds, payable Xmas come Twelve Months, Otherwise the Bargain to be Void, and further this Deponent saith not.

Subscribed the 29th 1763
Sworn to before us

J. P. Valdesley.
James Jones

his
Jeremiah Baps
Mark

The Deposition of Rob. Lundy (Aged fifty six years) being first sworn upon the Holy Evangelists of Almighty God Depoeth & saith, that the Day I sham Lundy sold his Land to Drewry Lundy, this Depoant was at the plantation of the v. I sham Lundy when he returned home, this Depoant Ask'd the v. I sham Lundy what he had bin after, the v. I sham Lundy Answered, he had bin selling his Land to Drewry Lundy for a Guiney an Acre & that this said Drewry Lundy was to pay one half of the Money ~~to~~ ^{to} the Court ensuing, and the Land to be Acknowledged if not the Bargain Void, further this Depoant saith not

th
29. Oct. 1763

Sworn before us

J. P. Jones
James Jones

his
Rob. Lundy
Marked

Lundy } Depot

Lundy }

March 1764

Deine for 1764

filed Nov 1769

29th Oct. 1863
Sworn before us

Patiskley.
James Jones

Henry Taylor,

64. on a.

Lundy }
~ }
Lundy }
1 }
C. 1
Deposits

Decemr.
Filed Nov 6: 1760

The Deposition of John Perfon being duly Sworn on the Holy Evangelists of Almighty god Deposeth & saith that some time last Winter Isham Lundy and Robert Lundy came to this Deponents house and the said Isham Produced to this Deponent a Deed of Feoffment which the said Isham told this Deponent that Drury Lundy had got wrote for some land the P. Isham had sold to the said Drury. the Quantity of Land Express'd in the P. Deed was one hundred Acres or thereabouts and the Consideration One hundred and thirty Pounds Current money. the P. Isham asked this Deponent to look over the deed and see if it was good. After Perusing it. told the P. Isham there were some small Errors in the Writing but that the Deed was Sufficient. that Robert Lundy asked this Deponent if there could not be a Deed wrote that would not Oblige the said Isham to Pay back Drury his money again. in case the Land was ever got from him. this Deponent told him there might be such a Deed wrote. but Enquired whether Drury would accept of such an one the P. Robert asked this Deponent to write a Deed for the Land that would give P. Drury what Right P. Isham had by the Patent to the land. This Deponent gave it as his Opinion to the P. Isham & the P. Robert. that the said Ishams Right to the P. Land was good in case he had Proceeded according to Law in Obtaining a Patent for it as Lapsed Land. which this Deponent understood by them was the way the P. Ishams Title Derived, and that in case the P. Ishams Right was not good. as the P. Drury was to give him a Valuable Consideration for the land he could not expect P. Drury to Accept of a Deed without a Warrantee. This Deponent further saith that some few Days after the P. Drury came to this Deponents house & Brought the same Deed as he Believes and told this Deponent that P. Isham had informed him that this Deponent had found fault of ^{some} that some words were Wrong in it. This Deponent looked Over it again & Marked the Erronious words Appearing to him that P. Drury might get another wrote thereby. and does not Remember the time that either of them told him the Land was to be conveyed or the Purchase money paid and further saith not

John Perfon

Sworn Before us
Nov. 28. 1763

J. P. Jones
James Jones