1782-006 SOUTHAMPTON COUNTY CHANCERY PAPERS JOHNSON vs NICHOLSON, THARP'S ADMINISTRATOR 9/1782

To the Worshipfull the Judges of Southampton Court sitting in Chancery

Humbly complaining sheweth unto your Worships, your Orator Abraham Johnson. That sometime in the Year of our Lord One Thousand seven Hundred and sixty Seven, a certain Wm. Beattie obtained a Judt. in this Worshipfull Court against him for a pretty considerable Sum in Consequence of which his Effects among the Rest a Negro Boy named was taken by Execution by Henry Taylor Gent. then Sheriff, who sold part & was about to sell the Negro Boy to raise the Sum of Twelve Pounds, which was the Balance still due on the Execution, but was prevented by Aaron Sharp Jun. Brother in Law to your Orator who advanced the Money for him: Your Orator further sheweth that in order to reimburse the said Aaron Sharp & to secure the Payment of the said Twelve Pounds he agreed to Mortgage the aforesaid Negro to him who was to have the Use of him till your Orator had it in his Power to redeem him by Paying therefore said Twelve Pounds. That the Negro Boy then was worth about Forty Pounds. Your Orator further sheweth unto your Worships that the said Aaron Sharp not thinking himself safe without a Written Mortgage, applied to your Orator for one, who readily Consented, & both Parties agreed to have a conditional Bill of Sale drawn for that Purpose, but by some Means or other the Bill of Sale which was plainly & truly intended to have been only Conditional, was made Absolute, altho the Consideration Money therein Mentioned was not then one third Part of his Value. Your Orator not having it in his Power to advance the Money in the Lifetime of Aaron Sharp allowed him to enjoy him according to Agreement but after his Death which happened sometime in the Month of in the Year of our Lord

[illegible] his Honor &c. whom your Orator prays may be made this Bill of Complaint, to pay him the aforesaid Sum of to have the Negro Boy delivered up before he was Apprehended by Process alledging he was an utter Stranger to the Agreement between the Deceased and him, and therefore had him to Forty Pounds, which at least is ten Pounds below the Value or Consideration whereof he prays as much

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Principal Sum of Twelve Pounds with Interest from the
Time aforesaid Demand, or make such other or further
Decree in the Premises as shall be more agreeable to Equity
and good Conscience. May it please Your Worships to grant to
your Orator his Majestys most gracious Writ of Subpa. to be

Wm Hay Jun.

Chas. Johnson
vs
Jos. Nicolson

Bill

25 Feb.

Johnson
vs
Nicholson

Bill

Sept. 1782
Abates Dft
Dead

Johnson
vs
Sharpe ad. } Spa in Chanc.

Ex. 20

Del. 1774
Lant.
April 1774.
Bill files & sum

George the third by the Grace of God of Great Britain
France and Ireland King defender of the faith &c To the
Sheriff of Southampton County greeting We Command
you that you Summon Joshua Nicholson & Mor
ris of Aaron Sharp dec'd to appear before our justices
of our County Court at the Courthouse of the said
County on the second Thursday in January next
to answer ~~Abraham Johnson & Co. &c. &c.~~ a Bill
in Chancery exhibited against him by Abraham
Johnson & have then there this writ Witness
Rich'd Kello clerk of our said Court at the
Courthouse the 11th. day of December in the
14th. Year of our Reign

Sam Kello C.C.