

1790 - 009

Southampton County

Chancery Papers, McKenny vs Nicholson's exors

1790

other SURNAMES: McKENNEY,
Nicolson, Kirby, Edmunds, Harris

To the worshipful court of Southampton county sitting in Chancery
Humbly complains sheweth unto your worships your orator
Moses McKenny of this county that on or about the
day of October in the year one thousand seven hundred & eighty
the purchaser of Joshua Nicholson a male black man for
the price of seven hundred pounds to be paid in two equal
payments one the December following the other in December 1781
to the best of his remembrance
soon after which transaction the said Joshua Nicholson depart-
ed this life leaving his widow Mary John Kirby and Horde
+ Edmund his Executors the two last your orator hath understood
took upon themselves the burthen of the execution ^{of his will} thereof That
some small time after his debt became due he applied him-
self to the said John Kirby and requested him to receive
payment thereof who informed your orator that the Bond
was in the possession of the said Mary ^{and ordered him to pay it to her} whereupon he applied
himself to her to make payment and ~~inquired~~ ^{searched} for the bond but it could not be found That previous
to his application to the said Mary your orator received
of a message from her by Mr. Hardy Harris requesting that
your orator would lend her the money ^{due on} ~~as~~ ^{aforsaid} That the
Bond not being to be found she proposed to your orator to
receive the money of him and give him a receipt against
it which your orator complied with and farther upon
her observing that the money had depreciated he made
her an allowance for such depreciation of two hundred pounds
with which she acknowledged herself fully satisfied

Your orator further sheweth unto your worships that he hath lately
been impleaded at the suit of the said executor on the bond aforesaid
in this worshipful court that he applied to the attorney prosecuting
the suit and informed him that if your orator intended to defend

the suit but on account of the absence of his attorney could
not then make his defence and resumed the promise of
the attorney for the executor letting the matter lie until
your orator's attorney could attend But so it is now
it pleases your worship that Jud. hath been obtained
against your orator this some mistake or accident in
the absence of his attorney for the said sum of seven
hundred pounds & out on which Jud. execution hath issued
for the same and costs in the whole amounting to sixteen
pounds and upwards

all which is contrary to equity and good conscience and
tend. to the manifest injury of your orator In tender confide-
rations whereof and for that your orator is remediless in the pre-
mises by the strict rules of the common law and only reliev-
able in this wor. hishop's court where matters of this nature
are properly cognizable To the end therefore that the said ex-
ecutor may upon their corporal oaths give true and perfect an-
swer made to all and singular the allegations herein before set
forth and more particularly that the said John Kirby may
discover whether your orator did not apply to him to dis-
charge his debt aforesaid: whether he did not direct him to
pay it to the said Mary or what direction did he give
your orator respecting it hath he not paid the same in man-
ner herein before set forth and that the said executor may
be perpetually enjoined from proceeding any farther on
the Jud. aforesaid or that your orator may be further relieved
in the premises according to equity & good conscience

May it please the

J. Lister for Compl.

Shewing
that

The separate Answer of Mary Nicholson one of the Defend: to the
Bill of Complaint of Moses McKenny Compt.

This dep^y saving to be for answer thereto or to so much thereof as she
is advised material for her to answer unto faith That this defend: is
the widow & not one of the exors of her late husband John a Nicholson
decd. that ~~papers~~ the papers of the testator were left by the exors
in a desk in the house of where this dep^y resided - that the Compt^y
very late in an evening came to the defendant who was returned to
rest when the ~~dep^y~~ ^{Compt^y} informed this dep^y he was come to discharge a
bond due to the testator. & offered to pay the same in paper money
which this defend: doubted the propriety of her receiving ~~not~~ being
empowered so to do. but the Complainant then asserted that he
was particularly sent by John Kirby one of the exors to this dep^y
with directions that she might receive the paper money & that
she might give the Compt^y his bond that confiding in the truth
of such message she did receive a sum of paper money from
the said Compt^y for which she gave a receipt the bond not then
to be easily got at. that this defend: sent the exor John Kirby -
immediate notice of this transactions who then denied ever sending
such message by the Compt^y ~~bars~~ for that the said Compt^y had
that very day offered the paper money to him ^{to this} but he had positively
refused to receive the same having been previously annihilated
by Law. & of no value in payment. & on application the bond
was taken into possession of the said Exor. Without that that dep^y

Mary Nicholson

10th July 1788

Certified that Mary Nicholson made oath
before me that the contents of the above
is just as far as she knows

J R. [Signature]

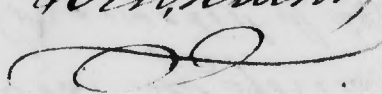
[Faint, illegible handwritten text, likely bleed-through from the reverse side of the page.]

[Handwritten signature or name, possibly "J. R. ..."]

[Handwritten text at the bottom right, possibly a date or location.]

Southampton County

This day came John Kirby be-
fore me Benjamin Blunt, a Justice of the Peace
for the County aforesaid, and after being sworn on the
holy Evangelist of Almighty God, depone and say
-eth. That he did qualify as one of the Executors
of Capt. Joshua Nicolson decd. and that he found
amongst the papers of said decd. a bond against Moses
McKinney for the sum of _____ and remember that
McKinney did speak to him about the said bond, but
that McKinney did not tender to him any money
in payment of the said bond, nor was any offer of payment
made by any person whatever; some time after this con-
-versation he (this deponent) saw his sister widow to the
said Nicolson decd. and that she told him that Moses
McKinney had on the _____ day of _____ left a sum
of paper money with her, which he McKinney told her
that her brother this deponent had directed him so to do.
This deponent sayeth that he cannot recollect that the
con gave McKinney such directions, and further, that
he understood that the act of apportioning for funding the
paper money was made publick at Southampton
Court in the day preceding the night on which
the money was left with said Mrs. Nicolson. And
~~for the further deponent sayeth that~~ ^{further this deponent sayeth that}

Done before me this
19th day of May 1790
Ben. Blunt


John Kirby