

1792-001

SOUTHAMPTON COUNTY
CHANCERY PAPERS

BOYKIN VS. DAVIS ADMR of WILLIAMS 3/1792

other surnames: Summerlin,
Johnson, Summerell, Turner,
Doles, Denson, Andrews,

Bootham
in
Wm. a. d.
March 1792 adjd.

To the Worshipful court of Southampton County
in chancery sitting. Humbly complaining Sheweth
unto your worship your Orator Arthur Boykin,
that some time or about the day of
a certain John Summerlin late of this county per-
-chased from of one Isaac Williams a set of Smiths
Tools, for which he was to give three thousand &
sixty five pounds of Leith-quay Tobacco. and gave
bond for the same with a certain Philip Moody
and your orator securitys, your orator further
suggests, that after his transaction, he discovered
that the said Summerlin was wasting his estate
in consequence of which he made frequent
applications to the said Isaac Williams taking
suits on the said bond, as your orator was with
out delay, which he refused, or delayed for
two or three years. which indulgence your orator
sincerely believes was granted because of the said
Summerlin agreeing to give the said Isaac
an advanced price for the said Tobacco to wit
the sum of 20% per cent. your orator further begs
leave to shew, that this agreement or bargain
Contract was made and entered into between
the said John & the said Isaac, as will appear
upon reference to the back of the said bond, with
out the knowledge of your orator, and which
your orator conceives wholly exonerates him, the
said Isaac having brought suit thereon in the
County Court of Hanseman, a record of which
your orator prays may be considered as part of
his bill, But now so it is may it please

your worship, that the said Isaac Walli-
ams having departed this life and adminis-
tration granted to one John Davis by his wor-
shipful Court. the said John notwithstanding
the premises hath brought suit & recovered judg-
ment against your orator for the full amount
of the said bond as well as costs, and now threatens
your orator with execution, all which actions
and doings, are contrary to equity & good con-
science, In testimony whereof, I do hereby
for as much as your orator is without remedy
at law, and only & properly relievable in this
worshipful Court of equity, where matters of this
sort are cognizable & relievable, I do hereby
therefore that the said John Davis the adminis-
trator aforesaid (who your orator prays may be

made defendant in this bill of Complaint) may
upon his corporal oath, true & perfectly answer
make to all & singular the allegations in this
bill contained, and that as fully & sufficiently
as if the same were again herein repeated &
interrogated, but more especially that he do
further discover whether there was or not such
bond given as is here related, whether there
was not a subsequent contract made between
his intestate & the said Sumnerlin, did not
the said Isaac bring suit in his life time against
the said Sumnerlin on that Contract, is not
that Contract for money, in lieu of Tobacco, is
it not endorsed on the said bond. Signed by
the said Isaac & the said Sumnerlin, did not
your orator, while Sumnerlin was wasting his

estate frequently require the said Isaac to
sure the bond, was not first delayed in conse-
quence of Sumnerlin's agreeing to give an ad-
vanced price for the Tobacco. hath he not sued
and recovered against your orator, and doth he
not threaten execution, and that his worship-
ful Court will injoin the said unjust judg-
ment in the matter finally heard in E-
quity, and then make some perpetual, or
make any other or further order or decree for the
relief of your orator as may be equitable May
it please the

Yours for Complaint

NOT DECIDED 2/5/92

W. Boykin
173
J. Davis

D. for def. 17

The answer of John Davis administrator of Isaac Williams
who was trustee of Matthew Johnson to the bill of complaint
of Arthur Baykin exhibited against him. This defendant
now & at all times hereafter saving & preserving to himself
all & all manner of benefit & advantage to the manifold
untruths, imperfections, & indeficiencies in the complaint
said bill of complaint contained, for answer thereto or
to so much thereof as he is advised is material for him
to make answer unto, answers & says. That sometime on or
about the day of _____ in the year of our Lord

17 _____ Isaac Williams as trustee for a certain Matthew Johnson
sold at public auction sundry blacksmiths tools for 3065
of South Quay tobacco & that John Summerell, Philip Moody
& Arthur Baykin became the purchasers, & for which
they gave the said Williams their joint obligation.
As to the said Baykin's being only a security, this left
wholly devious, as will appear upon reference to the
said bond; and as to Summerell's wasting his estate
your orator is wholly ignorant of, for he believes that
the sd. Summerell was at that time possessed of very
little to waste, except what he might derive from his
purchase of the tools. Your respondent begs leave to
shew unto your worship, that he was very intimate
with Isaac Williams, & he knows that he ~~he~~ often
expressed an anxiety to have the estate settled, & that
he frequently threatened that he would institute suit
against the said obligors.

Your orator further sheweth, that when suit was instituted in the county court of Newsum against Summerell, he is informed, it was at the particular instance & request of Arthur Baykin, who urged that it was reasonable that Mrs. Summerell should pay his preparation of the s^d debt; & that he Arthur Baykin would pay whatever Summerell did not, without giving Williams any further trouble.

Your orator further begs leave to suggest & insist, that whatever indulgence was given, or has been given, has been at the particular instance & request of the complainant Baykin, & by no means the wish of Williams, who was desirous to settle his trust with the said Matthew Johnson. As to the men on the back of the land, y^e respon^t does not whether

it is thought obligatory on Baykin, nor did the Isaac Williams as he conceives, since the s^d Williams was neither to gain or lose by the price, he being only a trustee for the s^d Matthew Johnson. Your orator begs leave once more to set forth & insist, that after suit was brought in this worshipful court, & judgment obtained against the complainant Arthur Baykin, he the complainant acknowledged the same to be just, & from time to time promised a speedy payment; but whenever he would fail in his promise, he would crave a little longer indulgence. In consequence of which, your orator confiding in the punctuality & integrity of the s^d Baykin, the judgment against him ran out of date, which your orator was obliged

to revive by & scire facias in this court, which being done, & your respondent ordering execution the said Baykin hath filed his bill against him, ^{of injunction} All which actings & doings your respondent conceives extremely unjust. And if there is ~~any~~ any other matter or thing in the complainant's said bill of complaint contained, & not herein & barely sufficiently answered, traversed, or denied, your orator is ignorant of, & prays to be hence dismissed with his reasonable costs in this behalf most unjustly & unconscientiously incurred.

B. D. recd. for the def^t

This day came before me, a justice of the peace for the county of Southampton, the def^t J^r. Davis & made oath to the truth of this bill, as far as he himself is interested, & as far as any other person is concerned, he believed to be true.

Given under my hand this 8th day of Sept^r 1791

Robt. Gooding

Boykin
ads } Deols
Davis ad }
Hans - He } protestation

The commonwealth of Virginia to Edmund Tyler &
Robert Gordon

Gentlemen, greeting: Know ye that we trusting to your
fidelity and provident circumspection in diligently examin-
ing whatsoever witnesses as well on behalf of Arthur Boykin
Plaintiff as on behalf of John Davis adm. or of Isaac
Williams decd. who was trustee of Matthew Johnson def.
Command you or any two or more of you that at such
time and place as you shall appoint, you assemble your-
selves and the witnesses aforesaid and diligently exa-
mine them on the Holy Evangelists of Almighty God
and their examinations into our court of our county
of Southampton without delay you shall send and certify
inclos'd returning also to us this writ. Witness. Saml
Kells clerk of our said court at his office the 12th day
of September 1791. & in the 16th year of the common

J^r: D. Hausmann D^c

Southampton County to wit

The deposition of Jacob Turner who is of full age & being first sworn upon the Holy Evangelist of Almighty God deposeth & saith that Sometime after the purchase of the Black Smith Tools he apply^d to Arthur Boykin for the loan of a Vice who directed him to apply to John Summerville according to the 1st Summerville did apply to the said Summerville & borrowed the 1st Vice & that a small time after he sent the same Vice by John Andrews order to his House. This deponent further saith that the said Summerville & Boykin were concerned in a shop before the purchase of the Tools from William & that they were also connected in the shop after the Tools were purchased. This deponent further saith he heard Summerville say that he did not have the use of the 1st Tools for that they were at that time in John Andrews shop. And this Depo^{nt} further saith not Certified under our hand and seals This 12 day of September 1791

Edm^d J. L. Seal

Southampton County to wit

Rob^t Goddwyn Seal

The deposition of Arthur Cole who is of full age & being first sworn upon the Holy Evangelist of Almighty God deposeth and saith that Sometime after the sale of the Black Smith Tools John Summerville told him ~~that~~ that he applied to Arthur Boykin for the said Tools & that he refused to let him the said John Summerville have the said Tools. & the 1st Summerville said that Arthur Boykin & John Andrews had relieved ^{him} in his purchase of the Tools & taken the same upon them selves. This deponent further saith that Sometime after this he was in Company with Arthur Boykin & the 1st Boykin inform^d him that Summerville had made application to him for the Tools that he refused to deliver the same & urged as a reason that he was answerable for the said Tools. This deponent further saith that the said Tools were at that time at John Andrews. And this deponent further saith not Certified under our hand and seals This 12 day of September 1791

Edm^d J. L. Seal

Rob^t Goddwyn Seal

Southampton to wit

The deposition of Thomas Summrell who is of full age being first sworn upon the Holy Evangelist of Almighty God to depose the truth in a certain matter of Controversy now depending & undetermined betwixt Arthur Boykin Plaintiff against John Davis, Adm^r of Isaac Williams & who was trustee of Matthew Johnson) Deposeth & saith that after the purchase of the Blacksmith tools from Isaac Williams by John Summrell it is the common report & the S^r Summrell believes generally credited that the S^r Summrell & Arthur Boykin were with the S^r tools in partnership and further this deponent saith not certified under our hands & seal this 12th day of September 1778

Edm^d J. Lloyd

Southampton to wit

Robt Goodwyn Esq^r

The deposition of James Summrell who is of full age and being first sworn on the Holy Evangelist of Almighty God to depose the truth in a certain matter of Controversy now depending & undetermined betwixt Arthur Boykin Plaintiff against John Davis Adm^r of Isaac Williams & who was trustee of Matthew Johnson) Deposeth & saith that he happened the evening after the purchase of a set of Blacksmith tools by the S^r Summrell of the said Isaac Williams at his uncle the S^r Summrell & there heard the S^r Summrell say that he had purchased a set of Blacksmith tools & Arthur Boykin replied he hoped they should make profit by their working together & this deponent further saith that he heard the S^r Summrell say that the S^r Arthur Boykin & Phillip Woody were his Secutys for the S^r tools. This deponent further saith that sometime after the purchase of the said tools he heard the S^r Summrell swearing & saying that the S^r Arthur Boykin prohibited him from removing the S^r tools & that he would not pay for the said tools.

if he could not have a right ~~to~~ to the S^d tools saying at the
some time that he had a right ^{to} the same and further this
deponent saith not Certified under our hands & seals
this 22 day of September 1791

Edm^d T. L. Seal
Rob^t. Goodwyn Seal

Southampton (to wit)

The Deposition of Stephen Summerell in a suit depending between Arthur Boykin Plaintiff, against John Davis Exor. of Isaac Williams who was trustee of Matthew Johnson Defendant, being of full age and first sworn on the Holy Evangelist of Almighty God, deposeth and sayeth, that at the sale of his fathers Estate that he was in company with John Andrews who was bidding for a blacksmiths tools as he thought but understanding that the tool was not to go with the smith he recalled his bid and sayed he would not bid for the smith without the tools at which time John Summerell came to the s^d Andrews, & informed him that he would let him have a set of tools upon which the s^d Andrews returned and hired the s^d Smith, & after that rented the s^d tools to the s^d Andrews of John Summerell which tools the s^d Summerell purchased of the s^d Isaac Williams this deponent further sayeth that after the s^d Andrews had rented the s^d tools the s^d Summerell directed this deponent not to deliver the s^d tools to no person except to the s^d Andrews or order this deponent further sayeth that sixteen months or more after the sale of his fathers Estate this s^d John Summerell came to this deponents house with a Abraham Ballard & informed him this deponent that he thought he had better sell his land to Mr Ballard provided that he could get off with the s^d Arthur Boykin that Mr Ballard would give him a better price which would enable him to pay off the bond that he had given to the s^d Isaac Williams for the s^d Blacksmith tools, this deponent further sayeth that they all went to the s^d Arthur Boykins and the

the s^d. Baykin consented to let the s^d. Summrell off
provided that he would discharge that matter, which
matter he understood to be the bond the s^d. Summrell
had given to the s^d. Isaac Williams for the purchase
of the s^d. tools which bond he was sued on then in
Nanncmond This deponent further sayeth that he
has often heard the s^d. Summrell say that the s^d.
tools were his own wright & title & further this
deponent sayeth noty certified ~~this 12 day of~~
~~September 1791~~ under our hand and Seal this 12 day
September 1791

Edm. G. G. Seal

Robt Goodwyn Seal

Southampton to wit

The deposition of Jordan Denson who is of full age & did first solemnly & declare before Edm^d Tildes & Robert Goodwin Justices for the County aforesaid to depose the truth in a certain matter of Controversy now depending & undetermined between Arthur Boykin Plaintiff against John Davis Defendant Adam of Braach William DC who was trustee of Matthew Johnson Depositor & Sayeth that on or about the first day of January in year of our Lord 1788 that the said Isaac William sold at public auction sundry Black Smith tools belonging to the aforesaid Matthew Johnson & that the same were laid out on the sum of £100 and that the said Jordan Denson apprehended that Philip Moody & Arthur Boykin were to be partners in the purchase of the said tools & the said deponent further saith that he filled up the bond & that prior to the filling up the same the said Arthur Boykin acknowledged him self to be a partner: sometime after this deponent was informed & often heard the said William express his sentiment relative to the said Summerville's estate that he considered the said Summerville to be a man of little or no property This deponent further saith that he was very intimate with the said Isaac William & often heard him express an anxiety to have his trust estate settled & that he heard him frequently threaten that he would institute a suit against the obligor & that this deponent further sayeth he had forwarded intelligence to Arthur Boykin to such purpose & this deponent further sayeth that he heard the said William say that when suit was instituted in Mansfield Court it was at the particular instance & request of Arthur Boykin who said he would pay what ever Summerville did not this deponent also saith as to the memorandum on the back of the bond he wrote

The same as well as he recollects & that the Cause of the same was that
the S^r Matthew Johnsons estate was under an incumbrance to the
said Isaac Williams who sent a Captain John Johnson to settle his
Matters with the said Isaac Williams this deponent further saith
that he recollects that Tobacco had risen as he believes to about
28/PC Altho he ~~had~~ neither bought or sold any Tobacco in
November 1784 he the S^r deponent did in Oct^r 1784 and gave
27/PC ready money & that his next sale of Tobacco was 28/
PC & also gave 28/PC for Tobacco as late as April 1785
Wherein this deponent believes that Tobacco was worth 28/
PC at the time of the memorandum made on the back of the
S^r Bond this deponent further saith that after judgment
was obtained against Baykin ^{he} the S^r Williams informed
him he made frequent application to the S^r Baykin
for payment (Some of which he heard) But was put off
from time to time by promises of a speedy payment
that he also heard the said John deaves apply to the S^r
Baykin & that he promised a speedy payment. & also that he
made no objections in his hearing to the equity of the judgment
except that he thought it a hard ship that Moody's estate
should not pay its part This deponent further saith that
on the day when the said Arthur Baykin offered his bill of injunction
he informed him he did not expect to evade the payment of
the money But had it only in Contemplation to bring in
Moody's estate for ^{an equal} proportion & this deponent further
saith not Certified under our hands & seal this 19 day
of September 1791

Edm^d H. Seal

Robt. Goodwyn

Southampton 1st

The Deposition of J^o. Andrews in a suit Depending between Arthur Baykin p^lff and J^o. Davis exor: of Isaac Williams who was trustee to Matthew Johnson Deff^d being of full age and first sworn on the Holy Evangelist of Almighty God deponeth & saith that some time after the death of Phillip Moody he qualified as Exor: to the est^o of the s^d Moody, after which time he was presented wth a Bond by Isaac Williams which Bond he informed him was ag^d Arthur Baykin & Phillip Moody as securities for J^o. Summerville for the purchase of a set of Black Smiths tools at which time this Deponant inform'd him that he did not conceive himself justifiable in paying it as he was only acting as Exor: & this Deponant & Arthur Baykin requested the s^d Williams to commence suit on the said Bond for that Arthur Baykin said that at that time he had an incumbrance on the s^d Summervilles Land in order to make himself whole for that the s^d Baykin would be glad to pay for the tools in order to give him a title to the Land which he then had an incumbrance on: this depon^t further saith that some time after the s^d Isaac Williams presented the s^d Bond again wth an instrument of writing on the back assigned by J^o. Summerville obliging himself to pay the within Bond which Bond was given for Tobacco at twenty eight shillings p^{ch} at which time this Depon^t & Arthur Baykin inform'd him they should not for that they conceived the contract changed & that two contracts was not binding: this Depon^t further saith that some considerable time after the purchase of the black Smiths tools he sented the s^d tools from J^o. Summerville for twelve Months this Depon^t further saith that some time within the twelve months the s^d J^o. Summerville in his presence demanded the s^d tools of Arthur Baykin & further this Depon^t saith not, Certified under our hands & Seals this 12th day of September 1791.

Edm^d Lloyd
Robt Goodwyn Seal

Know all men by these presents, that we John Sumnerell Jr
Arthur Baykin and Phillip Moody, of Southampton County are
held and firmly bound unto Isaac Williams Trustee of Matthew
Johnson in the just and full sum of six thousand one hundred and
thirty pounds crop Tobacco at South Quay ware house to be
paid unto the said Isaac Williams his certain attorney his
heirs executors administrators or assigns; To which payment
well and truly to be made we bind ourselves jointly and
severally our joint and several heirs executors and admin^{rs}
firmly by these presents, Sealed with our Seals and dated this
thirty first day of January - anno Dom. one thousand
seven hundred and eighty and three

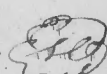
The condition of the above obligation is such ~~that if~~
that if the above bound John Sumnerell Arthur Baykin &
Phillip Moody do and shall well and truly pay, or cause
to be paid unto the said Isaac Williams his certain attorney
his executors administrators or assigns the just sum
of three thousand and sixty five pounds of good crop
Tobacco in South Quay ware house on the last day of January
next - Then the above obligation to be void or else
to remain in full force and Virtue

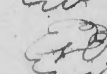
Sealed and Delivered
in the presence of

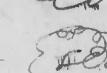
Benja^m Williams

John Pans

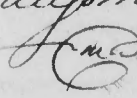
John Davis

John Sumnerell 

Arthur Baykin 

Phillip Moody 

A true copy

Teste
Jr: D. Haussmann D^c


Memorandum. That it is agreed by John Summrell and
Isaac Williams in order to avoid any disputes hereafter to
fix the price of the Tobacco and ~~Interest~~ thereon which the S.
John Summrell and others are bound to pay to the said
Isaac Williams by the within Bond at Twenty eight Shillings
per Hundred witness our hands this 11th day Nov^r 1734

Test

John Barrow

John Summrell

Isaac Williams

A true Copy Test

Jn^r. D. Haussmann D^c
Clerk

Summrell & Co
to
Williams } Bond

A Copy

Inj. n
Arthur Bogkin Co.
for inspection
July 1891

Mr. Bogkin discharged by directing suit, copy only.

Know all men by these presents that we Arthur Boykin
& Simon Boykin
are held and firmly bound unto J^{no}. Davis Esq. of Isaac Williams
in the sum of a quantity of six thousand pounds of Tobacco
~~Current money of Virginia~~ To the which paym^t well and truly
be made unto the said J^{no}. Davis Esq.
His Heirs (and assigns) we bind our selves our Heirs Executors and
administrators jointly and severally firmly by these Presents
Sealed with our Seals and dated this 14 Day of July 1791

1790

The Condition of this obligation is such that whereas
the said J^{no}. Davis Esq. of Isaac Williams hath obtained
a judgement at common Law against the said Arthur Boykin
In the County Court of
Southampton for three thousand pounds of Tobacco
and Costs and the said Arthur Boykin
hath obtained an Injunction to stay the execution of the said
Judgement untill the matter in equity upon a Bill for that Purpose
filed. — If Therefore the said Arthur Boykin
shall satisfy and pay the said judgement at common Law
and all costs and Damages that shall be awarded to the said
J^{no}. Davis Esq. in face the said ~~judgement~~ ^{Injunction} shall be dissolved
Then the above obligation to be void or else to remain In full
force

Sealed & Delivered
in the presence of
the court.

Arthur Boykin Seal

Simon Boykin Seal