

1796 - 009

Southampton County

Chancery Papers 1, Allen vs Turner

8/1796

other SURNAMES; Hattfield  
Pursell, Lowe, Wiley, Britt,  
White, Armstrong

L. Turner <sup>4</sup>  
v. Debb  
Benj. Allen.

— to Aug. '93.

p. 9. — recd. 15/.

Wit. Matt. Pott,  
Benj. White, Mary  
Whiley. S. Co.

Feb. '94. Subp.

Now depending  
in Ch<sup>y</sup> by Ind.  
for —

Settled  
& suit dismissed.

Geo. Armstrong, the afs<sup>d</sup>. sold a horse  
for £9 to the Deft, who gave his bond  
for that sum. at the time of give<sup>g</sup> the b<sup>d</sup>.  
Deft. had a dem<sup>r</sup> v. the afs<sup>d</sup>. g. a. for £5.3  
w<sup>h</sup> not being then payable was not dis-  
counted, — but it was agreed that it sh<sup>d</sup>.  
be.

Allen }  
by } Bill  
Turner }

Debr 1794

37  
111  
481  
16  
32

To the Worshipful Court of Southampton County,  
sitting in Chancery, humbly complaining there-  
-of under your ever happy favour Benjamin  
Allen.

That your orator and a certain George  
Amstrong, had considerable dealings upon the  
settlement of which your orator gave his note  
for the sum of £9. That subsequent thereto your  
orator paid the said George £2.2. as will appear  
from a Credit on the said note, and also sold  
to the said Amstrong a Watch for £5 which  
was also in part payment of the said note  
leaving only a balance of £1.18 more of the  
said,

That after these circumstances the  
said George Amstrong assigned over the said  
note to a certain James Turner, without having  
given Credit for the same Watch or the price thereof.  
Wherefore. That upon notice of the said assign-  
-ment, your orator charges that he can prove  
expressly, that he held the said assignee that  
there was due on the said note only £1.18.  
and that he would pay no more, and that

Balance of 30/- your estate did pay to Jacob  
Turner who was at that time the agent of the  
said James, and as your estate concerned  
was fully exonerated from that lien of &  
from all further claims & demands respecting  
the same.

Notwithstanding which,  
the said James Turner holds himself this bill  
and in the absence of your estate I this attorney  
demanded Judgment for the full amount of the  
said note except the 42/- that is credited  
thereon, and that is? even

Your estate now being without  
without remedy at Law, through the intervention  
of this Court of Chancery,

To the end  
therefore that the said James Turner (who  
your estate prays may be made defendant to  
this bill) may upon his answer with full time  
I present answer make to all the allegations  
therein contained, especially whether your  
estate did not pay on the notice of the

apportionment aforesaid that sum of 30/- thereof  
was due, and what did he pay?

And that your estate  
will injure the said judgment until this  
matter is made in equity before this Court  
and thus make the said injunction perpetual,  
and cause to your estate all costs attending  
the suits and make any other or further  
order or decree for your estate, which as  
may be consistent with equity may  
it please the

Yours for help

Southampton County to wit

Benjamin Allen made oath  
before me that the allegations contained  
in the aforesaid bill are true given me  
- on my hand this 11th day Decr 1794

Wm Hines

The answer of James Turner to the bill of complaint of Benja Allen exhibited against him. This deft. saving to himself all manner of exception to many untruths & imperfections in the complainant's bill of complaint contained, for answer thereto or to so much thereof as this deft. is advised is material for him to make answer unto, answers & says - That sometime or about the day of <sup>in the year of our Lord 17</sup> your <sup>respondent's</sup> ~~master~~ traded with a certain George Armstrong for about which he then had in his possession, given by the complt. Benja Allen, for the sum of nine pounds, with a credit thereon for £2.0.0. -- Your <sup>respondent</sup> ~~master~~ further sheweth, that there was not the smallest indication of a credit on the D. bond, except as above stated; & therefore your orator rationally concluded the balance was not only legally, but equitably due; - in consequence of which your <sup>respondent</sup> ~~master~~ received the D. bond as payment from the D. George Armstrong. - (Yr. <sup>respondent</sup> ~~master~~ also sheweth, that after he had trade for the D. bond & had it signed over to him, the D. Allen (as y<sup>r</sup>. <sup>respondent</sup> ~~master~~ has been informed, & which he expects to prove) acknowledged the balance due on the D. bond, & agreed to pay the same to y<sup>r</sup>. <sup>respondent's</sup> ~~master's~~ brother, Jacob Turner. - Your respondent in consequence of this promise waited for a considerable time with the complt. expecting him to pay the D. balance on his D. bond; nor did he expect or know of any dispute or difficulty in the D. bond, till after he was compelled to bring suit. - And if there is any thing in the complt. bill unanswered, y<sup>r</sup>. respondent is ignorant of, & prays to be dismissed with his reasonable costs &c. &c.

B<sup>d</sup> Drew  
for the deft.

Feb. 4<sup>th</sup> 1799

The truth of the within contents  
sworn to before me a magistrate for  
the county of Southampton

Robt. Goodwyn

Allen

vs. J. Answer

Turner

Do

To Feb. 4<sup>th</sup> 1799

Do

Allen

(348)

vs  
Turner

Alta for  
contempt

to March 1795  
Came to hand Feb.  
4<sup>th</sup> 1795 J. Woodward  
Executed C

J. Woodward  
Aug. 1796 dismissed agreed.

For not answering a bill of injunction exhibited against  
him by Benjamin Allen  
By rule of court

Benjamin Allen  
J. Woodward

The commonwealth of Virginia to the sheriff of Southampton county  
greeting: You are hereby commanded to attach James Turner assignee  
of George Armstrong so that you have his body before the justices  
of our said court at the courthouse of this county on the second thurs-  
day in March next to answer as well of a certain contempt by  
the said James Turner to us offered as it is said as upon those  
things which to him then and there shall be objected and further  
to do and receive what our said court shall then and there of him  
in this part consider. And have then there this writ. Witness  
Samuel Hillo clerk of our said court at the courthouse the 23<sup>d</sup>.  
day of January 1795 and in the 19<sup>th</sup> year of our foundation

J<sup>r</sup>. D. Hausmanor D. C. L.  
J. E.

Allen

or

Turner

Dedimus

testatorem

Southampton county &c.

The commonwealth of Virginia to Wm Bailey & Jos Urquhart  
Gentlemen justices of the peace of Southampton county greeting:

Know ye that we trusting to your fidelity and provident circum-  
spectness in diligently examining whatsoever witnesses as well on  
behalf of Benjamin Allen complainant as on behalf of James  
Turner assignee of George Armstrong defendant. Command you  
or any two or more of you that at such time and place as you  
shall appoint you assemble yourselves and the witnesses aforesaid  
and diligently examine them on the holy evangelists of Almighty  
God and their examinations into the Court of our said county of  
Southampton without delay you shall send certified under your  
hands and seals, returning to us also this writ. Witness Samuel  
Hullo clerk of our said Court at the courthouse the 25<sup>th</sup> day of  
February 1798 & in the 19<sup>th</sup> year of our foundation.

Jno D. Hausmann D.C.C.

Southampton J<sup>c</sup>.

Agreeable to a Commission to us directed from the honourable Court of Southampton we have called before us, at the House of William Ingham Edward Hatfield — of full age who being first sworn on the holy Evangelist of Almighty God the truth to say in a matter of Controversy depending between Benjamin Allen Plaintiff and James Turner defendant, deposes & sayeth that he had frequently heard George Armstrong say that he would give Benjamin Allens Note Credit for Five pounds, which sum being for a Watch purchased by the s<sup>d</sup>. Armstrong from the s<sup>d</sup>. Allen immediately upon receiving the s<sup>d</sup>. Watch from Henry Brown, who had the s<sup>d</sup>. Watch on tryal & that the s<sup>d</sup>. Brown upon tryal did not like the Watch & returned it to the s<sup>d</sup>. Armstrong & furthermore the Deponent sayeth not. Taken before us this 7<sup>th</sup> day of March 1795

William Bailey  
Ingham

Southampton Jc<sup>t</sup>

I agreeable to a Commission to us  
directed from the honourable Court of Southampton  
we have called before us, at the House of William  
Ingham John Pursell \_\_\_\_\_ of full age  
who being first sworn on the holy Evangelist of  
Almighty God the truth to say, in a matter of  
Controversy depending between Benjamin Allen  
Plaintiff & James Turner defendant, deposeth &  
sayeth that he was present when James Turner &  
George Armstrong traded for a Horse, that the s.  
Armstrong agreed to give the s.<sup>d</sup> Turner, Benjamin  
Bond for the Horse, & that the s.<sup>d</sup> Turner applied to  
the s.<sup>d</sup> Pursell to know, whether he thought that,  
the s.<sup>d</sup> Allen was good for the sum mentioned in the  
Bond & his answer was he should not be under  
any apprehension of any danger, & thereupon  
they traded, the Bond had a Credit of Forty <sup>two</sup> shillings  
& Turner took Armstrongs note for that sum  
which was the whole Amo<sup>t</sup>. with the balance of  
Allen Bond. & further more this deponent sayeth not  
Taken ~~under our hand & seal~~ <sup>before us this</sup> 7<sup>th</sup> March 1795  
W<sup>m</sup> Bailey read  
In Ingham

Southampton &c.

Agreeable to a Commission to us directed from the honourable Court of Southampton we have called before us, at the House of William M<sup>r</sup>gasharts Levi Lowe of full age who being first sworn on the holy Evangelist of Almighty God the truth to say in a matter of Controversy depending between Benjamin Allen Plaintiff & James Turner defendant, deposes & sayeth that he was invited frequently by Joseph Britts to come & see him, & on his way thither, he met with George Armstrong, who accompanied him to the said Britts, after being there about one half hour, James Turner John Purcell, & William Jenkins came in, & in the course of conversation, the s<sup>d</sup> Armstrong mentioned that he had sold Benjamin Allen a Horse, & wished to purchase another, James Turner reply'd do you; I have one for sale, & they went & viewed the Horse Armstrong asked the price Turner reply'd nine Pounds, <sup>the s<sup>d</sup> Armstrong</sup> & <sup>he</sup> said that he would give it, if Turner would take Allen's Note of nine pounds, with a Credit of Forty two Shillings & his own Note for the ballance which made the whole Amo.<sup>t</sup> Turner being doubtful

of Allens being good, applyed to s<sup>d</sup> Lowe to know  
what he thought of it, he reply'd that he would  
not be afraid to trust Allen for sixty pounds  
& thereupon they traded, & about three hours after  
Turner & Armstrong had traded; that Robert  
Wiley, & Margaret<sup>th</sup>, came in: & that he <sup>the s<sup>d</sup> Lowe</sup> heard no  
conversasion about the Horse after the s<sup>d</sup> Wiley's  
came in company? — & further more this  
Deponant sayeth not — Taken before us this  
7<sup>th</sup> day of March 1795

William Bailey

Inolleguash

Southampton Jt.

Agreeable to a Commission to us  
directed from the honourable Court of Southampton  
We have called before us at the House of William  
Moguhart Margaret Wiley — of full age who  
being first sworn on the holy Evangelist of Almighty  
God the truth to say in a matter of Controversy  
depending between Benjamin Allen plaintiff and  
James Turner defendant, deponeth & sayeth that ~~she~~  
with her husband Robert Wiley, went to Joseph Britts  
~~on~~ a Sunday, between the hours of twelve & one  
o'clock, & after the deponent got to the s<sup>d</sup> Britts  
she heard James Turner, & George Armstrong  
on a bargain for a Horse, & that the s<sup>d</sup> Armstrong  
was to give Benjamin Allen's Note, the deponent  
sayeth that she requested Abigail Britts wife of  
Joseph Britts, to call the s<sup>d</sup> Turner to the deponent  
& the Deponent informed the s<sup>d</sup> Turner, that Allen  
did not owe more than Thirty or forty Shillings on  
the Note, & Turner replied if he could not get  
it his brother could. & further this Deponent  
sayeth not. Taken before us this 7<sup>th</sup> Day of March 1795  
J<sup>o</sup> William Peasley  
Moguhart

Southampton Sc.

Indigent to a Commission to us directed  
from the honourable Court of Southampton we have  
called before us at the House of William Trequhart  
Jacob Turner of full age who being first  
sworn on the holy Evangelist of Almighty God  
the truth to say in a matter of controversy de-  
pending between Benjamin Allen Plaintiff and  
James Turner Defendant, deposeth and saith  
that he was not present when George Armstrong  
purchased a Horse of James Turner, but that James  
Turner in a few Days came to the s<sup>d</sup> Jacob Turner  
House & Delivered him the s<sup>d</sup> Benjamin Allen's Note  
for Nine pounds, w<sup>th</sup> a Credit thereon for Forty two Shill<sup>rs</sup>  
& George Armstrong's Note for Forty two Shill<sup>rs</sup> which  
made the sum that the s<sup>d</sup> Armstrong was to give  
the s<sup>d</sup> James Turner for the Horse, the s<sup>d</sup> Allen (at  
the time of these papers being delivered) was in the  
state of North Carolina (or supposed to be) and the  
s<sup>d</sup> Turner requested the Deponent immediately upon  
hearing of the return of s<sup>d</sup> Allen to inform him  
that he had traded for, his Note, the Deponent  
did so; & the Note being not on Demand, it rested so  
until it was, & then the Deponent applied for payment

& the s<sup>r</sup> Allen replied that he would come between  
this & saturday night & settle ~~with~~ the Depo<sup>n</sup>ant  
this happened on a Wednesday & when the s<sup>r</sup> Allen  
came to the Depo<sup>n</sup>ants House he refused to pay more  
than Thirty Eight Shill<sup>ings</sup> & upon Allen's refusing  
payment, the Depo<sup>n</sup>ant, returned the stole to James  
Turner, the Owner, & further this depo<sup>n</sup>ant sayeth  
not, taken before us this 7<sup>th</sup> day of March 1795

William Bailey

Inolleguark



Southampton Jct

Agreeable to a Commission to us directed  
from the Honorable Court of Southampton we have called  
before us at the House of William Urquhart Benj<sup>n</sup>  
-min White of full age who being first sworn on  
the holy Evangelist of Almighty God the truth to say  
in a matter of controversy depending between Benj<sup>n</sup>  
Allen Plaintiff & James Turner defendant deposes & sa-  
yeth that he was <sup>at</sup> Edward Hatfield on the Second Day  
of Nov<sup>r</sup> 1792 at which time there was ~~Mr~~ Armstrong  
Esq<sup>r</sup> Williamson, ~~John~~ Matthew Britt of Benj<sup>n</sup> Allen, The  
said Allen purchased a Horse of George Armstrong  
for which he the s<sup>d</sup> Allen was to give the Sum of Nine  
pounds, ~~Mr~~ Allen gave his Note for the same, after  
the Note was ~~made~~ credit was given for forty two  
Shillings, the s<sup>d</sup> Allen wanted Armstrong to credit the  
Note for five pounds more, but he the s<sup>d</sup> Armstrong  
would not do it, because the five pounds were not on  
Dum<sup>d</sup> intill the 25<sup>th</sup> of the ensuing Dum<sup>d</sup>. But that  
the s<sup>d</sup> Armstrong agreed that he would not trade the  
Note untill the five pounds became due then he  
would credit the Note for that Sum & furthermore  
The Depo<sup>n</sup>ant sayeth not Taken before us this<sup>y</sup>  
Day March 1795.

William Bailey  
Jno Urquhart.

Southampton. ~~FD~~

Agreeable to a Commission to us directed from the worshipfull Court of Southampton We have called before us at the House of Wykehamst. Matthew Britts of full age who being first sworn on the holy Evangelist of Almighty God the truth to say in a matter of Controversy depending between Benjamin Allen, plff & James Turner depot. deporeth & sayeth that he was called upon by Benjamin Allen to go <sup>with</sup> him to see George Armstrong who had purchased a Watch of <sup>the</sup> Allen for the sum of Five pounds, & that the s<sup>d</sup> Allen informed the deporant, that he was under some apprehension of losing his Money, except he purchased a Horse of the s<sup>d</sup> Armstrong, & the Deporant further sayeth that on their Arrival to Edward Hatfield where, was the s<sup>d</sup> Armstrong, & that the s<sup>d</sup> Allen did purchase a Horse of the s<sup>d</sup> Armstrong for the sum of Nine pounds & that the s<sup>d</sup> Armstrong gave the s<sup>d</sup> Allen Credit, but for what sum the deporant does not recollect, the Deporant further sayeth that the said Allen applyed to the s<sup>d</sup> Armstrong to Credit his Note for the five pounds, & that the s<sup>d</sup> Armstrong replied that he had <sup>sold the watch</sup> credited the ~~watch~~ same untill the 25<sup>th</sup> of Decr. 1792. & immediately upon receiving the Money for s<sup>d</sup> Watch that he would credit said

Note for the five pounds, & called upon the Deponent  
Edward Hatfield, & Benjamin White to take notice  
that Benjamin Allen owed him but Thirty Eight Shillings  
payable the first of March 1793 - And the Deponent  
further sayeth that he was called upon to go, with  
said Allen, to Jacob Turner to settle the s<sup>d</sup> Note  
& that the said Allen, Negro fellow had worked  
with Jacob Turner for the amo<sup>t</sup> of Thirty Eight Shillings  
& that Jacob Turner said that he would give a  
rec<sup>t</sup> against the Note, in the s<sup>d</sup> Turner further said  
that he could <sup>not</sup> Credit the Note, because there was  
only 10 Doll<sup>rs</sup> of s<sup>d</sup> Note his - & the s<sup>d</sup> Turner called  
upon the Deponent to take notice, & further  
this Deponent sayeth not, Taken before  
us this 7<sup>th</sup> day of March 1795

William Bailey  
Jno Vaughan

Tedman's  
Latter

June 9<sup>th</sup> 1798 D.D Sir I should be very glad ~~if~~ that you  
Come and see something respecting your Note  
that I have for I am in want of some Cash  
At present, and it is out of my power to give  
any longer in Dulgence, there is twenty two  
Shillings & Six that I owe to pumpy for  
Wor that I am willing to Discount with  
you — from yours &c

Jacob Turner  
Mr Benjamin Allen.

Turners  
Account  
settled before  
Mr Matthew  
Britt July  
the 7th 1793

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|                  |                    |                |
|------------------|--------------------|----------------|
| Jacob Turner ... | Dr                 | L S D          |
| November 1792    | To five Days work  | 1/100 5-0      |
| April 1793       | To work            | 1-2-6          |
| July 1793        | To seven Days work | 1/6-0:10-6     |
|                  |                    | <hr/> £ 1-18-0 |

Notice is here given  
to all persons home  
it may concern those  
being the 7 of  
November 1793

July the 6<sup>th</sup> 1793

Benjamin Allen his  
hand and seal

he may be seen at  
God's house when

Whereas I gave my Note to Georg Arms-  
trong for the sum of five pounds  
Bearing Date November the 2<sup>nd</sup> 1792

Which Note was Credited the same Day  
for Two pounds Two Shillings and the  
Armstrong was then owing me the  
Sum of five pounds payable the 25<sup>th</sup>  
of December following which said  
five pounds the said Armstrong  
Acknowledged before the witnesses to the  
Bond I should pass as a Credit to the  
said Bond and Entered as such when  
ever it became Due -

I Do here by forewarn all persons  
from taking any Assignment of the said  
Bond as I am Determined not to pay  
more then appears to be Due after take-  
ing out the above Acknowledged Credit  
which will be one pound Eighteen Shilling  
which I am willing to pay to the holder  
of the Note on Demand

Benjamin Allen