1807015

SOUTHAMPTON COUNTY
CHANCERY PAPERS

HARRISON vs. TURNER et al

HARRISON vs HINES 11/1807

other SURNAMES: HINS

No 5

Harrison pl
vs
Ely &
Dd J. Turner.

June 1806 Ely &
Heins & Leonardson Turner
answers, files & adds to
depositions

Nov 1807

Ely dissolved

Hills

To the Justices of Southampton County Court in Chancery sitting Henry Harrison jr humbly sheweth that on the · day of 17 he executed a bond to Donaldson & John Turner on a consideration the benefit whereof was to enure to mrs Elizabeth Hines, for the sum of £ as on reference to the s.d bond will fully appear

That on or about the day of 17 he paid to the said Eliz.a Hines upwards of 200 lb.s of tob.o of the value of £ &c on the contrary, expecting, and relying that he should receive a credit therefor on the s.d bond which was promised to be obtained by her ~~and~~ but which was nevertheless omitted whether intentionally, or neglectfully is unknown to the Complt: but so it was, that altho' the payment was thus made sometime on or about the day of 17 a suit was instituted against your Complt on the bond aforesaid in the Co. Court of Sothon and judgment obtained thereon without allowing the credit which was justly due (and your Complt was not prepared with evidence to establish it) in consequence whereof

his property is now exposed to execution to satisfy the s.d sum together with the Costs incidental thereto: which actings & doings of them the s.d Eliz.a Hines, and Donaldson & John Turner are oppressive and contrary to equity and good Conscience — In consideration whereof and inasmuch as matters of this kind are properly relievable in a Court of Equity, especially where the evidence rests in the knowledge of the parties and of course cannot be exhibited in a Court of Common Law to the end therefore that the said Donaldson & John Turner and Eliz.a Hines may be made Defts hereto and to their corporal oath, full, true, and perfect answer make to all and singular the allegations of this bill in as ample manner as tho' the same were again set forth & repeated, particularly did not the Complt pay upwards of 200 lbs of tob.o towards and on account of the bond afs.d to the Deft Eliz.a Hines? or what quantity did he pay on acct thereof? Did not the Deft Elizabeth inform the s.d Donaldson & John Turner or one of them that Complt had made a payment of tob.o as afsd stated on the part of the s.d Bond? or what information did she give them or either of them concerning it?

That this Court will enjoin the Defts Donaldson & John Turner and all others from proceeding in virtue of the unjust judgment so as aforesd obtained, and then make the same injunction perpetual as to the value of the tob.o & interest thereon then due, and decree unto Compl.t his costs herein; or grant such further or other relief as shall be most agreeable to justice & equity may it please the Court The Commr.s this day granted injunction to grant as Compl.t directed to the s.d Eliz.a Hines, Donaldson & John Turner Commanding them &c &c &c

By Bill
for Complt

Sworn to in open Court

Geo Turner
et
als
Henry Harrison } Chancy

To the Court of Pleas & Quarter Sessions of Tioga County Sitting in Chemung — The Separate answer of John Turner to the bill of Complaint & exhibited in this Court against Donalson Turner this Defendant & Elizabeth Kinis by Henry Harrison

This Dft saving to himself all benefit of exception to the errors & insufficiencies in the plaintiffs said bill contained for answer thereto or to so much thereof as he is advised it is material for him to answer answereth & saith that true it is the bond mentioned by the plff was executed by him, & suit brought thereon & judgment rendered thereon But that the plff is entitled to any discount for Tobacco or any thing else against the judgment this Dft most positively denies, for he asserts that altho the plff might pay Elizabeth Kinis $200 Ws Dollars or any other quantity yet he will know that no such accounts between said Elizabeth and

and the Pltf & he charges that the Tobacco was paid & supplied to these ants & not to the bond, the interest of the judg- -ment on which is in this Dft- This Dft very believes & especially charges that the interest of said bond was transfered by Pltf Elizabeth ~~to obtain~~ upon the pay- -ment of the Tobacco aforesaid & that the Pltf had knowledge of it- This Dft states positively that Pltf Elizabeth his mother had just demands against the Pltf before the execution of the bond which were not included in it & for the satisfaction whereof the said Tobacco was paid Wherefore this Dft prays the injunction to the said judgment at common Law obtained by the said Donalson and himself may be dismissed & he discharged from further dilligence with his reasonable costs &c ——— John Turner

Southampton County to wit
18 June 1804 This day personally appeared before me a justice of the Peace for the said County John Turner & made oath to the truth of the above answer-
Nimrod Bmgt. J.P.

Elizabeth Hines
ads
Henry Harrison
answer in Chy

To the worshipful Court of Southampton County in Chancery sitting. The Separate answer of Elizabeth Hines to the bill of Injunction obtained in this Court by Henry Harrison Jr against Donalson Turner John Turner & this respondent— This respondent saving and reserving to herself all benefit of exception to the manifold errors and imperfections in the plaintiff's said bill contained for answer thereto saith; ~~That all the said~~ ~~matters and things mentioned in the bill are untrue except as hereinafter admitted~~ ~~It is true that the plaintiff paid to this respondent the sum of Two hundred and~~ ~~dollars which he~~ ~~was to have paid~~ That the said plff well knew of such transfer. That the Tobacco was paid on account of the transactions & dealings in which the s.d plff & this respondent were exclusively concerned & not on account of the bond mentioned by plaintiff— This respondent further saith that she never did receive of the plff one cent in payment of the bond aforesaid & praying all fraud & combination from & praying all fraud & combination from & praying all fraud & combination from to be hence dismissed with her costs &c

Sussex County to wit: This day Elizabeth Hines 13th day of June 1866 appeared before me one of the commonwealth's Justices of the peace & made oath to the truth of the foregoing answer—

Benj. B. Roper jr

Donalson Turner
~~adst~~
Henry Harrison
answer in Chy

To the worshipful Court of Southampton County in Chancery sitting: The separate answer of Donaldson Turner to the bill of Injunction obtained in this Court by Henry Harrison against John Turner Elizabeth Hines & this respondent - This respondent saving and reserving to himself all benefit of exception to the manifold errors and imperfections in the plaintiffs said bill contained for answer thereto saith: That the benefit of the bond mentioned by the plff in his S.d bill was transferred to the said John Turner before any part of the amount thereof was paid and that the plff had knowledge of such transfer - That as to any Tobacco which the plff may have paid to Elizabeth Hines this respondent believes it must have been paid on account of other transactions between S.d Harrison & Hines & not on account of said bond, because the plff was certainly apprized that no payt made to Mrs Hines could not go as a discount against a bond in which he knew she had not interest, and because this respondent knows there were dealings between them (Harrison & Mrs Hines) & believes Harrison was in arrears - This respondent denying all fraud and combination prays hence to be dismissed with his costs &c —

Donaldson Turner

Greensville County to wit } This day Donaldson Turner appeared before me one of the commonwealths
15th day of January 1806 — } justices of the peace & made oath to the truth of the foregoing answer — Given under my hand &c.

Lewis Dupuy

to file bill of injn

1791 Mrs Elizabeth Sims

To Henry Harrison

To 1285 Millions Inspd Tobacco 16/ 10 4½

March 12. To cash Negro Jacob ——— 3-0-0

1791 To cash Wm Jud Turner ——— 3-9-9

Turner & wife making Daughter Mildred Turner habit ——— 0-6-0

1792 To cash to Mr Hackleys Store ——— 1-16-0

Decr 9 - To cash by Sims ——— 2-8-0

£20 14 11½

Errd

Harrison &c.
to
Jn. C.
Bond
D. of Jn.o Turner

Know all men by these presents that we Henry Harrison
and Turner Person are held and firmly bound unto Donaldson Turner
Wm Turner — in the just and full sum of One hundred &
twenty dollars — to which payment well and
truly to be made we bind ourselves and each of us and each
of our heirs executors and admrs jointly and severally firmly by
these presents sealed with our seals and dated this day
of in the 1801

The condition of this obligation is
such that whereas obtained
a judgt at common law against the aforesaid Hy Harrison jr
for the sum of eighteen pounds two shillings & Sale discht
by £ Q. 1. 3. and Int'd 5 p/ Ct from 7th Jan'y 1790 till paid
and costs and the said Hy Harrison hath obtained an injunction
to stay proceedings of sd judgt for

until the matter in equity upon a bill for that purpose filed can
be fully heard & then the said Harrison shall satisfy & pay the said
said judgt at common law and all costs and damages that
shall be awarded to the Pl Turner in case the injn shall be
dissolved then this obligation to be void otherwise to remain in
full force & virtue

Witness
A. Hill

Henry Harrison Jr (Seal)
Turner Person (Seal)