

1808-012

SOUTHAMPTON COUNTY
CHANCERY PAPERS

WESTRAY et al vs.

BOSMAN, assignee 2/1808

other surnames; Bracy,
Porter, Wester, Boasman,
Boazman, Boseman, Pope
Johnson

Westray's
103 Bill of Lays
Bosman's

Westray's
103 Bill
Bosman's

Dec 1804

Bill of Lays
Jan 1808 rule to answer
Feb Rule & Francis

To the Worshipful Justices of Southampton County
in Chancery sitting

Humbly complaining shew unto the Court
Your Orators, Benjamin Westray and Esq. Bray
That in the Year 1804 Your complainant Westray
purchased of a certain Nathan Porter formerly an
inhabitant of Southampton County, but now a
resident of North Carolina) a certain piece tract or parcel
of land lying within the said County, on a Swamp
called Stollaway ~~Swamp~~ That, Your complainant Westray
also paid unto the said Nathan Porter, two hundred
and two hundred and thirty five dollars, in part of
the consideration money, and gave him his note or
obligation for the balance, which was sixty five
dollars, and Esq. Bray Your other complainant
signed his name and affixed his seal as
security thereto.

That the said Porter on his part gave a deed
of conveyance for the said land to Your Orator
Benjamin; and his obligation for the payment of
one hundred and fifty dollars, with a certain Mat-
thew Robinson security thereto, conditioned that the said
Porter should on or before August Court 1805,
make the said Benjamin Westray a clear and undis-
puted title, and conveyance of the right of his
(Porter's) wife therein, and that she should relinquish
or give up to the said Westray all right or share
of in or to the said land, or that they the said
Porter and Robinson or either of them should
pay to Your Orators the said \$150.

That the said Porter & his wife removed shortly after
to the State of North Carolina, without having made
him the said Benjamin a good right to the said

about to the dower of the wife ^{in said lands} ~~therein~~ according to
undertaking of the said Porter & Johnson, nor has the
right of said Porter's wife therein yet been made
to your orators but the same to do the said Porter
and Johnson, in the lifetime of Johnson entirely refused
and the said Porter and his wife yet refuse
nor have they or either of them paid the said
\$150. to your orators according to the tenor of
their aforesaid obligation.

That your complainants were not to pay the
said sixty five dollars until Porter had made
the said Benjamin a clear and indefeasible
title to the aforesaid lands.

That Porter since his removal to Carolina has signed
the said note of 65 dollars to a certain clerk
Norman of this County who hath instituted
a suit thereon in this Court against your
orators and obtained a judgment for the
said \$65. Interest and costs, amounting
in the whole to

and has issued an Execution against the
effects of your said orators for the same

In tender consideration whereof and for as much as
these are matters relievable only in a Court of
equity your orators sincerely pray that the
said ~~Benjamin Norman~~ ^{Benjamin} a partner of Nathan Porter,
and Nathan Porter ~~and all others be enjoined~~
~~and restrained from~~ be made defendants and respondents
to this Bill, and be on oath compelled to answer
all and singular the allegations therein contained &
say if they are not true in manner and form as
therein stated and set forth.

that the record in said suits instituted as aforesaid
against your orators with the Bond of the said
Porter & Johnson herewith filed be taken and
considered as a part of this Bill. That the
said. Norman, Porter & all others be enjoined
and restrained from further proceedings at law
until your complainants are heard in equity.
That your worship enforce performance
of the undertakings of said Porter to your
complainants; That this injunction be per-
petuated, That the Court grant general
relief ~~the~~ Commonwealth writ ~~Porter~~

Cobb J. J.

John Hampton Jr.

The truth of the allegations in the foregoing
Bill contained sworn to before me a
Justice of the peace for Southampton
County this 21st day of December
1874

Wm. Bowers Clerk

The Answer of Micajah Boasman to the Bill of
Injunction exhibited against him in the County Court of
Southampton by Jesse Macy and Benjamin Musters

This Respondent saving and reserving to himself
all right of exception to any errors and imperfections which
are contained in the Complainants bill of injunction
for answer thereto or to so much thereof as he is advised
is material for him to make answer unto answering
saith. That the bond or note spoken of in the
Complainants injunction upon which a judgment has
been obtained at law was assigned to your ~~saids~~
Respondent ~~complainant~~ by Nathan Porter for valuable consid-
eration without any notice of any equitable claims
existing against it, or of any special contract or agree-
ment having been made between the said Pope and
the Complainants relative to the same. Your Respond-
ent placing full confidence in the assurances and good
faith of ^{Porter} ~~Pope~~ consented to take the said Note and
look to the Complainants in their injunction for the
amount, but from the statement which is made in
the complainants bill it appears that the deed or
conveyance for a tract of land (for the purchase of which
the said note was given) was never made so as to
transfer to Porter a complete absolute fee simple
~~conveyed by the~~ unincumbered by the right of
dower which by possibility the wife of Porter
might claim at some future day, she never having
relinquished that right. This appearing from the Complainants

ours shewing to be the only obstacle to the child
enjoying the benefit of his judgment at law
he has taken upon himself the trouble to obtain
the relinquishment of ^{Roper} Roper's wife to her daughter
said tract ~~and~~ copy of which is hereto annexed
and prayed to be taken as part of this bill. The
premises considered your respondent prays that your
courtship would dissolve the injunction and allow
him to obtain the benefit of his judgment at law
and he will ever pray &c.

April 19 1868 This Mike Boasman personally
appeared before me and made oath to the
truth of the above answer.

Wm B. Lowry J.B.

Boasman ^{as} ~~Amended~~
Wester ^{to} ~~Amended~~

Know all men by these presents that we

The Amended Answer of Mike Boasman to the Bill of Injunction
exhibited against him in the County Court of Southampton by
Wm. Weston and
J. May. This defendant saving and reserving to himself
all benefit of exception to all matters in said bill contained
for further answer thereto saith. he has been credibly informed
and knows it to be a fact that bond with good and
sufficient security was given by Nathan Porter to the
said Weston for the purpose of compelling said Porter
to make a good right to the tract of land which
the said Weston purchased of him and that the
security resides within the limits of this County.
in fine your respondent believes that said Weston
is perfectly careless about the right to the land or
he would before this have taken active steps to
secure it - your respondent prays as before that the
injunction may be dissolved and he allowed to enjoy the
benefit of his property at law —

Day
This Mike Boasman personally appeared before me
and made oath to the truth of the foregoing answer

Sept. 9th 1808

James Edwin J. B.

N^o 193 79
Bracey
vs
Boreman — } Injund.
 } p^{ro}. —

To Stay proceedings
in a judgment

Executed

Sam. Salter d^{cl}

3/ 2.50
83. 83 1/2

62 1
59 1
69
16

The Commonwealth of Virginia to the Sheriff of Southampton
County and to Micajah Boreman appt. his
Councillors, attorneys & agents, and every of them greeting
whereas it has been represented unto the Court of the County
of Southampton in Chancery, on the part, of Jefe Brang
for Benjamin Wextra — who hath prayed that he may have
our writ, or writs of Injunction Subpoena, for stay
of all further proceedings at Common Law, till hearing
of the Cause, we therefore in consideration of the premi-
=ses aforesaid, do strictly enjoin and Command you the
said Sheriff Micajah Boreman —
and all and every the persons before mentioned, that you
and every of you do absolutely desist from all further
proceedings against the said Jefe Brang
on the judgment and Decree obtained, in our said County
Court, of Southampton, against him the said Jefe Brang
and Benj Wextra — untill the hearing of the said Cause
in Chancery, under the penalty of one hundred pounds
to wit Samuel Kello Clerk of our said Court at the
Courthouse the 11th day of February 1808 and in
the 32nd year of our foundation —

Sam. Kello Ck.

Porter & Johnson
Bond

on or before August Court Eighteen hundred & four
This shall Oblige us Nathan Porter and Matthew
Johnson to pay or cause to be paid unto Benjamin Wes-
tray and Jessy Bracey in the just and full sum of
one Hundred and fifty dollars current money of Virginia
give the right of the said Nathan Porters Wife to the
said Benjamin Westray on a certain tract of Land
on a Swamp (Called Hollaway swamp) then this Obli-
gation to be void or else to remain in full force
power and virtue

Nathan Porter Seal

Sign'd Seal'd and Delivered

in presence of this 28

Matthew ^{his} Johnson Seal
Dec^r 1804
mark

Hardy Pope
Matthew J. J. J.

Wray
to
Boreman

Ly
Bond

Know all men by these presents that we Jesse Pracey &
John Drake — — — are held and firmly
bound unto Mike Boorman for the sum of one hundred &
fifty dollars to which payment Will and truly to be made
to the said Boorman — his heirs executors admors
or assigns We bind our selves and each of us, our and
each of our heirs executors and administrators jointly and
severally firmly by this present Sealed with our seals
and dated this 11th day of July 1808 and in the
32nd year of the Commonwealth

The Conditions of this Obligation is such
that whereas the Afforaid Mike Boorman after
hath obtained a Judgment at Common Law ^{Benj. Weston} against
& the above bound Jesse Pracey — in the sum of
sixty five dollars & Int. at 6 p. cent from the 1st day of Aug. 1805 till paid
~~and also the said Jesse~~ Pracey hath obtained and Injunction to stay the
execution of the said Judgment at the ~~the~~ ^{the} Court
and especially upon a libel for that purpose filed Com-
be heard, if therefore the said Jesse Pracey shall satisfy
and pay the said Judgment at Common Law and accosts
and damages that shall be awarded to the said
Micajah Boorman & in case the said Injunction shall
be dissolved, then the above Obligation to be Void or else
to remain in full force and Virtue

Sealed and Delivered
In presence of — — —
Samuel Kello

Jesse Pracey (Seal)
his
John Drake (Seal)
Mark