

1810-0.05

SOUTHAMPTON COUNTY
CHANCERY PAPERS

JOINER

vs.

JOINER et al

9/1810

other surnames: TURNER, Joyner

N^o 289

Joiner

"

Joiner

} Bill

May 1870. Decree

1810 Sep Decree v. D. H.

In the Township of Southampton County in the State
of Virginia - Humbly complaining sheweth unto your wisdom
your orator's Nancy Joiner, that a certain Pethe Joiner
now a resident of the County of Robertson, in the State
of Tennessee, being on the 16th day of May 1807 indebted
to her in the sum of two hundred and seventy one dollars
twenty cents, Virginia money, payable on the 16th day of
May 1808 and being desirous to secure the said debt
with the interest which might accrue thereon, on the
16th day of May 1807, conveyed his mill situate, lying
and being in the County of Southampton and all the lands
thereunto belonging, to a certain William Joiner
Trust to pay and satisfy the same, as well fully
by the ~~said~~ deed of Trust, which has been duly
in this Court, dole annexed and prayed to be
and considered as a part of this bill - that the
William Joiner, in pursuance of the powers vested
in him by the said deed of Trust, has lately sold
the said ~~land~~ mill and the adjoining lands at
public auction for the sum of four hundred dollars
seventy nine cents, on a credit according to the several
laws now in force in this Commonwealth respecting
the sale of property under executions and mesne pro-
ces - that a certain Jacob Turner, ^{senr.} ~~senr.~~
purchaser at the said sale, and ~~in his~~

the ~~you~~ mentioned debt due from Father Joiner to
your father, being ~~and~~ three hundred and three dollars
and ten cents, including principal and interest, by his bond
executed according to the ^{to} ~~of~~ ^{of} said act of the General
assembly - so that the said Jacob Turner Senior is
also indebted to the said Father Joiner on account of
the said purchase in the sum of Ninety Seven
dollars, fifty six cents, being the residue of the said
three money after satisfying the ^{of} ~~claim~~ ^{claim} of your father.

Now your oration begs leave to state to your worship
the consequences of other transactions between ~~them~~
and Father Joiner, after the execution of the Deed
not made a part of this bill, to wit, on the first
of December Eighteen hundred & seven, executed
by him to her for the sum of twenty six pounds
seventeen shillings and six pence, Virginia money,
what still remains due and unpaid - as will
fully appear by the said note, subscribed with his
name and sealed with his seal, ~~which are~~ ^{which are} and
prayed to be taken and considered as a part of this
bill - And unless your oration can save the amount
of the said note out of the above mentioned sum due
to the said Father Joiner by the said Father Joiner
the effects which may be in the hands of the

said William Joyner, she will probably in
lose it. In tender consideration whereof and be-
cause relief in the premises can only be had in a court of
in pursuance of the act of the General assembly in
case made and provided, your oration prays that
the said Father Joiner, Jacob Turner Senr. and William
Joyner may be made defendants to this bill and be
compelled on their corporal oaths to answer all and
singular the allegations of the same as fully perfectly
distinctly and unequivocally as the said Secretary of them was
before again repeated and they heard of them were certainly
all and singular of them herein particularly intended
that the said Jacob Turner Senr. and William Joyner
state what effects of the said Father Joiner they or
of them have in their hands or what debts they owe
them may owe to him - that your worship will
some day in a succeeding term for the said Father Joiner
to enter his appearance according to the act of assembly
by the notified to him by due publication thereof in public
that your worship will in the mean time restrain the
said Jacob Turner Senr. and the said William Joyner
from paying, conveying away or secreting any debt
of them owing, or any effects in their hands belonging
to the said Father Joiner, that a decree may be entered
in all things complying with the said act of assembly
in all things general relief granted
which may be met and applied to in the
to grant the same with the view of satisfying the same
and your oration as in duty bound will ever pray

Joiner
add } Joiner
Joiner }

July 1870. filed

To the worshipful Court of Southampton County
in Chancery sitting - The answer of William
Joiner, to the bill of complaint exhibited in this wor-
shipful Court by Nancy Joiner, against Peter
Joiner, himself and a certain Jacob Turner Senior -

The said defendant saving and reserving to himself
every benefit of exception to the said bill of complaint,
for answer thereto saith - that he acted as trustee in
the deed of trust mentioned in the plaintiffs bill - that
he sold the mill & the adjoining land thereby conveyed
to him, in manner & form as the said bill hath
stated and set forth - that after paying the debt
secured by the said deed of trust, there remained
due from Jacob Turner the purchaser the sum
of ninety seven dollars, fifty six cents, as will appear
by the said Turners bond for the said purchase money
mentioned & made a part of this answer, in order
that the Court may act therein as their wisdom
may dictate - Your respondent is not indebted
to the said Peter Joiner in any sum of money, nor
has he any other effects in his hands belonging to him
than the above mentioned bond - Having answered
O. he prays to be hence dismissed &c

(Signed)

This ^{day} came before me Carr Bowers a Justice of the
Peace for the County of Southampton and William Joiner
and made oath that the within bill, contains the
truth to the best of his knowledge. Given under my
hand this 18th July 1810 Carr Bowers

July 21/1810. filed

Joiner
and
Joiner

Joins
as } Jacob
Joins } Francis
answer

Aug 1870. filed

to the Court of Southampton County in Chancery sitting
The answer of Jacob Turner sent to the bill of
complaint exhibited in this Court against him & then
by Nancy Turner - The said defendant saving &
reserving to himself every benefit of exception to the
said bill of complaint for answer ~~He~~ saith,
that he purchased the mill, ^{and adjoining land} as the bill mentioned
and now owes the Trustee William Turner the
sum of ninety seven Dollars & six cents -
That he owes nothing else to the said John Turner
and has no property belonging to him in his hands -
Having answered &c he prays to be hence
dismissed &c.

Jacob Turner

Southampton 20 August 1810 - Jacob Turner
sent. This day personally appeared before me
James Miller a Justice of the Peace for the County
aforesaid and made oath to the truth of the foregoing
answer - Given under my hand the day &
year above written -

James Miller J.P.
- O -

Joines

vs $\frac{3}{3}$ Decree

Joines & others

May 1810

Executed on Jacob Turner

& William Joines & others

Joines no Inhabitant

J. C. Lundy deputy

of James Gee Sheriff

At a court held for Southampton county on the 27th
day of May 1810

Nancy Joiner plff }
Page } In chancery
William Joiner and Jacob Turner Defts }
and Jethro Joiner

The defendant Jethro Joiner not having entered
his appearances and given Security according to the act of Assembly
and the rules of this court, And it appearing to the satisfaction of the
court that the said defendant is not an inhabitant of this County
On Motion of the complainant by counsel it is ordered that the
said defendant appear here on the third Monday in August next and
answer the plaintiffs bill and that a copy of this order be forthwith
inserted in the Petersburg Intelligencer for two months successively and
posted at the front door of the Courthouse of this county and it is further
decreed and ordered that the defendants Jacob Turner and William Joiner
do not pray, convey away or otherwise secrete any monies or effects
in their hands belonging or due to the d^c Jethro Joiner untill
the further order of this court

Samuel Wells

Affidavit.

Southampton County to wit.

Nancy Joiner this day personally appeared
before me James Jones a Justice of the peace for the
County of Southampton aforesaid and made oath, ^{that}
from the best information she can obtain, Pethro
Joiner is a resident of the County of Anderson
in the State of Tennessee. Given under my
hand this 19th day of May 1880.

James Jones

December the 1st Eighteen & seven

I Jethro Joyner of Southampton acknowledg my self
in debted to nancy joyner twenty Six Pound seven
ten shillings & 6 lawfull money of Virginia

Witness

William Joyner

Jethro Joyner

Whereas Jethro Joyner of Southampton County, Virginia Remov-
Justly Indebted unto Nancy Joyner of the Same County aforesaid
in the Just and full Sum following (Sheet is to Say) Two Hundred
H. 21-20 ^{co} Good and Lawful Money of Virginia On Demand This
~~Seventeenth~~ day of May Eighteen Hundred and ~~Eighty~~ and in
Order to Secure the Payment of the S^d Sum to the S^d Nancy
Joyner with Legal Interest from the time the Sum of Money
was due, until payment; And for that purpose has Agreed
to Convey to William Joyner (as Trustee) the Estate hereafter
Specified, on the terms and conditions herein declared and expressed
between the S^d Jethro Joyner of the first, The S^d Nancy Joyner
of the Second, and William Joyner acting as trustee of the
Third part, Witnesseth, that the Said Jethro Joyner for an
Inconsideration of the Property hereafter mentioned, and one
Dollar to him in hand paid by the S^d trustee, at or before the
Ensealing and delivery of these presents to which it is hereby
Acknowledged that the S^d Jethro Joyner, has granted, bargained,
Sold, Aliened, Enfeoffed and Confirmed, and doth hereby grant,
Yorgain, Sell, Alien, Enfeoff, and Confirm, unto, the Said
William Joyner his Heirs with all the Land belonging thereto
the line beginning at the Road in Genl. Jones line running
thence the various courses of the run of the Milpond until it strikes
Presley Corrells line, thence nearly a Due North course striking
Genl. Corrells line then bounded by Genl. Corrells line until
it strikes Black-Creek Bridge thence up the S^d road to
the first Station - And all profits thereto belonging unto him
the S^d Jethro Joyner with all and singular advantages thereto
belonging or in any manner appertaining, to have and to
hold the S^d Land and Mill, unto the S^d Trustee and his
Heirs forever, Upon his Trust, if the S^d Jethro Joyner
his Heirs Executors, or assigns, shall pay or cause to be paid
unto the S^d Nancy Joyner her Heirs Executors or assigns
the Sum of Money hereby Intended to be Secured with Legal
Interest thereon, from the time given, with the costs of these presents
until punctual payment be made, meat. Ensuing the estate
hereby Created and Confirmed unto the S^d Trustee shall cease
determine and Revert to the S^d Jethro Joyner and his Heirs forever,
but if the S^d Sum or any part thereof shall remain Unpaid on the day it is
or was due, then it shall be lawful for the S^d trustee or his Heirs, on
Application of the S^d Nancy Joyner her Heirs or assigns to Sell all the

Property before mentioned for Ready money, having given ten days previous notice, by Advertisement, of the day and place of Sale, And apply the treat proceeds to the payment of the Sum \$ in Accord, And the Surplus if any to pay over to the S^r Jethro Joyner his Heirs or assigns. After the payment of the entire Sum by these presents Intended to be Secured, and the S^r Jethro Joyner covenants for himself and his Heirs with Nancy Joyner her Heirs & assigns as follows, that he or his Heirs will satisfy and pay the Stated Sum herein before mentioned, at the time of payment therein Stated that at the time of executing these presents he is Seiz^d of the S^r Land & Mill hereby conveyed, that they are Subject to no Lien, Claim, or Incumbrance, whatsoever, And that he the S^r Jethro Joyner and his Heirs will forever warrant protect and defend the title of the S^r Trustee or of those who may, by Claim, Under, or through him against all other Claimants; And the S^r Nancy Joyner covenants for her self her Heirs and assigns, with the S^r Jethro Joyner his Heirs or assigns at the Cost of the S^r Jethro Joyner his Heirs or assigns, to execute all proper Acquittances, or the payment of the S^r Sum of money, Interest and Costs as Above Stated; And the S^r Trustee covenants for himself and his Heirs with the S^r Jethro Joyner his Heirs or assigns, that he and they shall and may hold the Land and Mill aforesaid and receive the Issues and profits arising therefrom till default of payment, and the S^r Trustee covenants in like manner with both parties Respectively and their Respective Heirs and assigns faithfully to execute the same hereby delivered in him? — In Witness whereof the parties hath hereunto set there hands and Affix their Seals this ~~day and date~~ ~~above written~~ ~~Seventeenth~~ ~~day of May~~ ~~Eighteen Hundred~~ ~~and Seven~~

Signed Sealed & Acknowledged
in Presence of — us
James Jones
Joshua Whitney
Jordan Berry
John Davis jun^r

Jethro Joyner Seal

Nancy Joyner Seal

William Joyner Seal

Surplus Bird
from J. Turner
to Anna Turner

KNOW all men by these Presents that we Jacob Turner
Senr and Ben Jones both of the County of
Sampson are held and firmly bound unto William Joyner
Trusted in a Deed in trust Executed by Jethro Joyner to Nancy
Joyner in the Sum of One Hundred and ninety five Dollars
and twelve cents lawful money of Virginia to which
Payment Well and truly to be made we bind our selves
and each of us our heirs Executors and assigns Jointly and
severally firmly by these Presents Sealed with our seals
and dated this 20th of May 1810

The Condition of the above obligation is such
that whereas Jacob Turner Senr became the Purchaser of
a Mill and some land adjoining thereto on the 21st day of
April in this present year which said mill was sold by Titus
a Deed in trust Executed by Jethro Joyner to Nancy Joyner and
William Joyner trusted bearing date 10th of May 1808
And the Am^t of the aforesaid Purchase was four hundred
Dollars & Twenty six cents and sold agreeable to the act of the
general Assembly Passed the 31st day of January 1809 Concerning
Executions and for other Purposes and the S^r Jacob Turner
 hath given his bond to the S^r Nancy Joyner and Ben Jones
his Security for the Sum of Three hundred & three Dollars &
twenty Cents which leaves a balance due to Jethro Joyner
through the hands of William Joyner trusted to the am^t
of Ninety Seven Dollars & fifty six Cents Surplus money
after discharging the S^r Deed in trust now if the S^r Jacob
Turner Senr & Benjamin Jones ^{they} do well and truly pay or cause
to be p^d unto Wm Joyner trusted for the benefit of Jethro Joyner
their heirs &c. ^{with pay from the said Surplus} the Just Sum of 97 - & 56 cents afore-
said on or before the 31st day of May 1810 then this obligation to be
void else to remain in full force — Jacob Turner ^{Sealed}
Ben Jones Test Lmmy Jones Ben Jones ^{Sealed}