1810-017

SOUTHAMPTON COUNTY
CHANCERY PAPERS

VICK vs. WESTBROOKE'S ADMINISTRATRIX

6/1810

See also: Vick vs Westbrook's Administrator 1801-22
Cotton vs Westbrook 1814-809/110

other SURNAMES: Goodwyn,
Simmons, Hill, Yarbrough,
Cotton, Byrd, Underwood, Oldner

To the justices of Sampson County in Chancery sitting Josiah Vick humbly complaining sheweth that while he was acting as Sheriff of the said County an execution issued in favor of Jane Westbrooke adx & of Peter Westbrooke dec'd ag't John Cotton Drewry Cotton sen and Herbert Cotton their bail as appears from the execution docket of the s'd County directed to your Complainant commanding him to make the

[illegible] levie [illegible]

the balance of a former execution issued in her favor ag't the said John Cotton Drewry Cotton sen and [illegible] Now to it may it please the court that the said Jane Westbrooke by N W Byrd her atto proceeded by motion at May Court last to fine your Compl'r for failing to return the said execution in due time and your Compl't being unprepared to defend the s'd motion at Common Law to the late Justices of the C. judgment nisi rendered ag't him at the rate of 2 p'r C't p'r month on six pounds eighteen shillings and ten pence half penny from January Court 1797 to May Court 1800 being the balance of the late s'd execution of debt interest and Costs with Interest Calculated thereupon up to that day and in the fine to the sum of six pounds eighteen shillings and four pence which your Compl't under the following Circumstances Considers extremely

for that in or prior to June in the year 1797 before
which time your Compt does not recollect of ever
hearing that such an ex had issued the Dft Jane Westbrooke
by Robt Goodwyn her agent applyed to your Compt to
learn the state of her said ex which your Compt then
did suppose had gone into the hands of Jacob W[illegible]
[illegible] that your
after such application made out a statement from the original
execution and shewed it to the said Robt Goodwyn such sundry claims
your Compt then had and now holds ag[ain]st the said Jane Westbrooke
adm[inistra]x as aforesd that sundry times were appointed wch app[oin]tly
your Compt and the said Robt Goodwyn to make settlement
and last full your Compt went to the house of the Dft Robt Goodwyn
for that particular purpose when no settlement could be
made owing to the Dft Jane Westbrookes papers being with
his own pun[isne]e home that the said Rob Goodwyn a number
of different times informed your Compt that the Dft
Jane Westbrooke had directed him to allow Compt sundry
claims are over a sum to that of the Amt of the original
execution the debt & and costs of which to the return
day being twenty pounds one shilling and three pence
half penny several of which claims arose in the year 1795

NOT DEACIDIFIED 3/3/92

& 1795 That your Compt did ever think from the first before mentd
application that part of the claims were really and absolutely to
discharge of fourteen pounds ten shillings and nine pence
half penny the money made by the original execution in
the said suit and in discharge of the aforesd sum of £5.12.0
the balance for which the late execution issued until as well as
[illegible] claims as [illegible] Compt last when the Dft Robt
Goodwyn [illegible]
as agent for the Dft Jane Westbrooke in this business as he
was not then at liberty to settle the matter as he that might
words to that purport and give your Compt to understand
that the next thing would be a motion that your Compt
never laid his eyes on the execution on which the aforesd
fine are aforesd nor had he ever any more reason to believe
that the said execution had gone into the hands of his said deputies
hands than that all executions issuing at that period
belonging in St Lukes parish went into his hands that your
Compts reason for assuming the balance of the original
execution to the Dft Robt Goodwyn were that the Dft
John Cottin had paid into your Compts hands money
sufficient to take up the said balance of £5.16.3
soon after the return of the original execution and

requested that the same when necessary should be applied that way
Your Compll begs leave to suggest to the Court that even had the late
before mentd Execution gone into the hands of the said Jacob Underwood
or come into the hands of your Compt and had been kept up as by the
said Jane Westbrooke hath been alledged your Compt is at a
loss to discover what injury or inconvenience the Pl Jane
Westbrooke could or hath sustained thereby as your
reac
=tion to the Dt Rob Lodwyck to take up in his claims the whole
and of the original debt & and costs Contin Execution of your Compt
doth unfeignedly confess that had the said execution under
which the said fine are recovered have come to his own hands
that he should not have paid any regard to the Return thereof
until after an adjustment between him and the Pl
Jane Westbrooke had taken place without being required by
her so to do and for the reasons aforesaid arises the sole cause why
your Compt hath not hereto fore seen to whether the Exn
ecution were in the hands of the Dt Jacob Underwood & by a
due return thereof had not been made In tender Con
sideration where of and for as much as your Compt is without
herein exhibt this the interposition of a Court of equity and
to the end that the Pl Jane Westbrooke &c hereafter may be
made deft hereto and answer on oath the allegations of this bill fully

as tho the same were again set forth and repeated and especially
whether she did not appoint the Dt Rob Lodwyck her Legal agent
to settle and adjust the before mentd Execution with your Compt
on or before June 1797 whether she had not known & be before
such appointment of your Compt having sundry claims upon
her & she had not before did she soon afterwards receive
from him inform Compt having paid and disc
in favor of Joshua Oldnes agt her as Exx as aforesd
for ten pounds seven shillings & 8d paid Augt 1795
to the Amt of three pounds four shillings & five pence ½
and for own ticket for services rendered when Sheff for
1794 and 1795 to the Amt of one pound nineteen shillings &
a half penny whether she hath not long ago had knowledge
thereof him of its being agreed upon between him & your Compt that
she was to answer for Edwin Simmons the sum of two pounds
nine shillings one penny half penny for Mason Simmons ten
shillings and six pence for Wm & Edwin Simmons or Wm
Jones the sum of four pounds one shilling and eight
pence for Wm Simmons two pounds eight shillings & for
Francis Hill her atto two pounds five shillings and for the

to the sum of twenty seven pounds five shillings and five pence ℔ whether the said Rol Goodwyn was not fully authorized by her from June 1797 up to January Court last to settle & allow your Compts several claims before mentd in the monies made under the said original execution [illegible] her favor

[illegible] the

their said and whether she hath any certain knowledge that the said late execution ever went into the hands of your Compt or your deputy and your Compt begs leave further to pray that the Court will injoin the Pl's judgt and all proceedings therein until the cause is heard in equity and then make the same perpetual or make such other or decree as shall appear consistent with equity may it please the Court to grant the Comm.ts subp.a & injunction directed to the Sheriff of Southampton Augt 18 1800 This day Isaiah Vick came before me and made oath to the justness of the foregoing bill

James Lee

NOT DEACIDIFIED 3/3/92

The Answer of James Westbrook admr.
of Person Westbrook to the bill of
injunction exhibited against her in
the worshipful court of Southampton
county by Josiah Vick.

This Respondent reserving to herself
all right of excepting to the various
errors, uncertainties and imperfections
of ame in the complts said bill of
complaint contained, for answer
thereto, or to as much thereof as she
is advised is material for her to
answer ~~and~~ says, that an execution
did issue upon a judgment obtained
by her as admr aforesaid against
Drewry Cotton jr. Drewry Cotton sr. and
and John Cotton their bail for the sum
of £8.1.2 but to be discharged by £4.0.1
with ~~interest~~ and costs as stated by the
Complt which was delivered to the said

Josiah Vick as Sheriff of Southampton. She admits that the Court did fine the sd Complt in the sum of 2½ per cent pr Month from January Court 1797 until May Court 1800 the time of rendering the judgt agt him for the sd fine upon the same. She knows nothing of any legal claims against her as admx aforesaid in favor of the Complt, nor does she believe that any such exist. She is entirely ignorant of Robert Goodwin being her lawful agent. or of his making any agreements relative to this business with the Complt. She also states that although the said execution might never have been sued by the Complt yet as it was issued during his Sheriffalty, the Court will conclude that his assets received, for whose neglect the Complt is evidently liable

Your Complt does not believe that Robert Goodwin was ever lawfully authorised to act in this or any other business as her agent. She positively denies that the Complt has any fair or legal claims against her as admx aforesaid. She denies too the Complts discharging an execution against her in favor of Joshua Oldner. She denies the Justice of his tickets or any of those of the Clerk of Sotr for any amount. She is ignorant of her testators agents having made any agreements with the Complt to answer for Edmn Simmons for any amount; or to answer for Mason Simmons for any amount, or to Wm Jones's executor for any amount, or for William Simmons to any amount, or for Francis Hill for any amount.

She denies that any person was ever empowered by her to make such curious agreements and she is confident that none such were ever made by her. She believes that the execution for the not returning of which the aforesaid fine was imposed was delivered into the Sheriffs hands or those of his deputy. She lastly prays that the injunction aforesaid may be dissolved, and that she may be hence dismissed with her reasonable costs in this behalf most wrongfully sustained.

Sworn to before me one of the Justices of the peace for the County of Southampton, this 10th day of November 1806

Sam. Calvert

The answer of Jane Westbrook administratrix of Person Westbrook to the bill of injunction exhibited against him in the Worshipful court of Southampton county by Josiah Vick.

This Respondent saving and reserving to herself all right of excepting to the manifold errors, uncertainties and imperfections of and in the said bill of complaint for answer thereto or to so much thereof as she is advised is material for her to answer, and saith that it is true that a judgment was obtained by her as administratrix aforesaid

against John Cotton, Drewry Cotton and Herbert Cotton their heir, and that upon this judgment an execution was issued, which was delivered to Henry Arrington as deputy Sheriff to the said Josiah Dick the high Sheff, and that the said deputy returned upon the said execution satisfied as to the sum of £14. 10. 9. ½, which return She believes to have been made in the month of January 1797. She admits also, that She did move for and obtain a judgt against the said Jos: Dick for the sum of fifteen pr. Cent annually from the date last mentioned until the day

Court of this county held in the year 1800. But Yr Respondent denies that the Complts has now or ever had any legal claims agt her in her aforesaid capacity. She believes that Robert Goodwin never acted in this business as her agent so that he ever settled any accounts relative to this business with the said Complts. She is quite ignorant of the Complts discharging a judgt agt in favor of Joshua Oldner for any sum. She is ignorant of any agreements made by Ro: Goodwin with the Complts that She should answer to the complt on acct of Edwin Simmons for any amounts on acct of Mason Simmons for any amounts or account

of the executors of Wm Jones for any amount on acct of Wm Simmons for any amt on account of Clarks tickets for 1795, on account of the Compts tickets as Staff for 1794 and 1795, or any other claims, or lastly on acct of any bees paine by him to F. Hill. She states however, that if the said Goodwin ever did make such agreements, they were negatory as he was not lawfully authorised. She denies that she ever made such an agreement herself, or that it ever was done by any other person by her consent. She lastly prays that the said injunction may be dissolved and she hence dismissed with her costs in this behalf wrongfully expended.

November 10th 1802.

The above answer sworn to before me one of the justices of Southampton County that the above answer is true, Jno Calvert

The answer of Jane Westbrook as administratrix of Person Westbrook to the bill of injunction obtained against her by Josiah Vick in the Worshipful court of Southampton county by.

This Respondent saving to herself all right of excepting to the various errors contained in the said Bill for answer thereto, or to as much thereof, as She is advised is material for her to answer, and says, that it is true that an execution in her favor was issued and delivered to the Complt when Sheff of Southampton for the sum of £5. 10. 6 and the costs against John Cotton, Drewry Cotton, and Herbert Cotton their bail. And that it is also true that the Court did fine the Complt for not returning the same in due time.

as he has stated; that Robert Goodwin by her to make any agreement with the Compl! relative to his business. or that she ever empowered any other person so to do. Nor did she ever make such a contract with him in person. She denies that the Compl! has any legal claims against her in her aforesaid capacity, and particularly to the amt stated by the compl!. She states that as the Execution if ever issued during the Complainants Sheriffalty, it must have gone into his hands or those of his Deputy, for whose negligence he is answerable. She knows nothing of the complainants readiness to settle or discharge the execution if ever he not returning if which the aforesaid fine was imposed.

That She never did appoint Robert Goodwin as her agent to settle with the compl! the said execution. She denies all knowledge of the compl!s claims against her. She is ignorant of the compl! having discharged an execution in favor of Joshua Pilmer agt her. Of any amt or of his having any Books or Slips tickets agt her. She denies ever having made any agreement either in person or by any agent or attorney, to answer for Edwin Simmons to any amount, or for Wm Jones executors to any amt or for William Simmons to any amount or for Francis Hill to any amount. Ppt Respondent denies all the allegations of the compl! and prays that the said injunction may be dissolved, and prays to be hence dismissed with her costs in this behalf most wrongfully sustained.

1/

Sworn to before me one of the
justices of the peace for the County
of Southampton, this 16th day of November
1805.

Sam Talbert

Dion -
as Executor
Edmunds

No 2

Jane Westbrooke
adm.r Persons Westbrooke

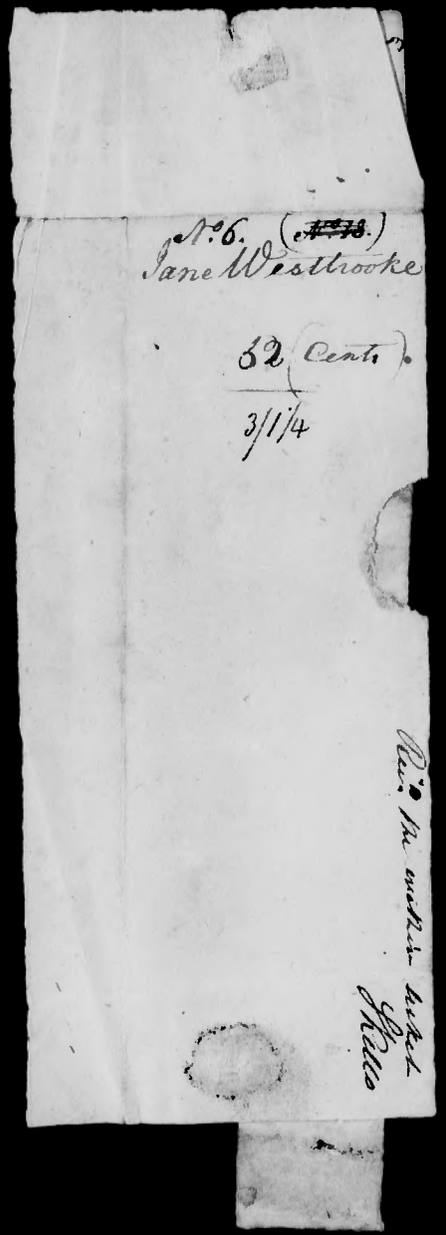
10, 24

£3 11 4 5/2

Rec.d the within Contents

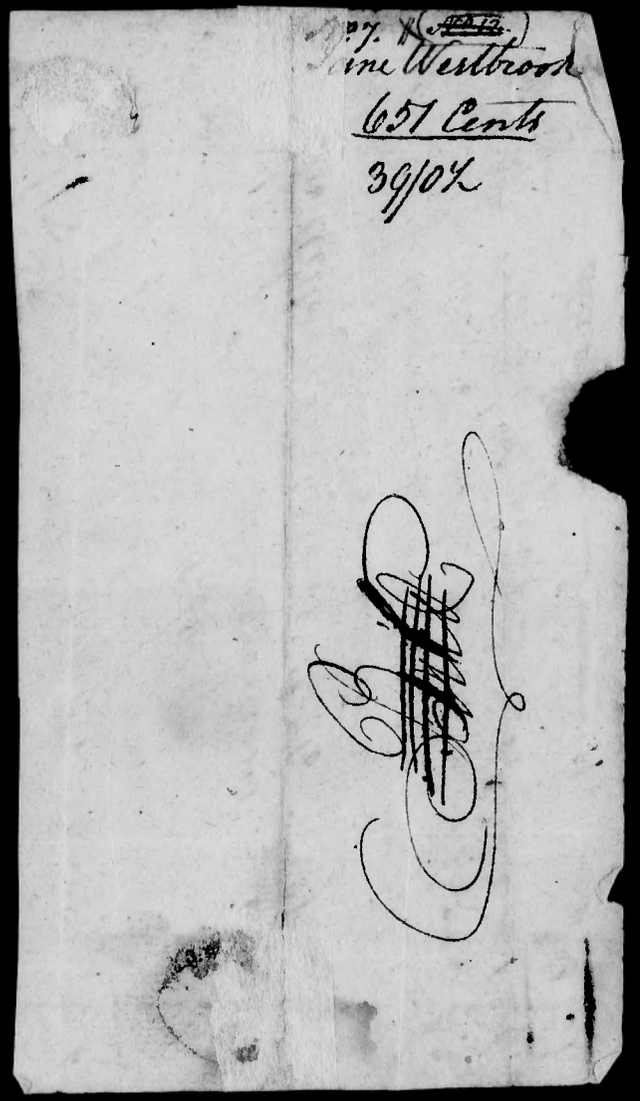
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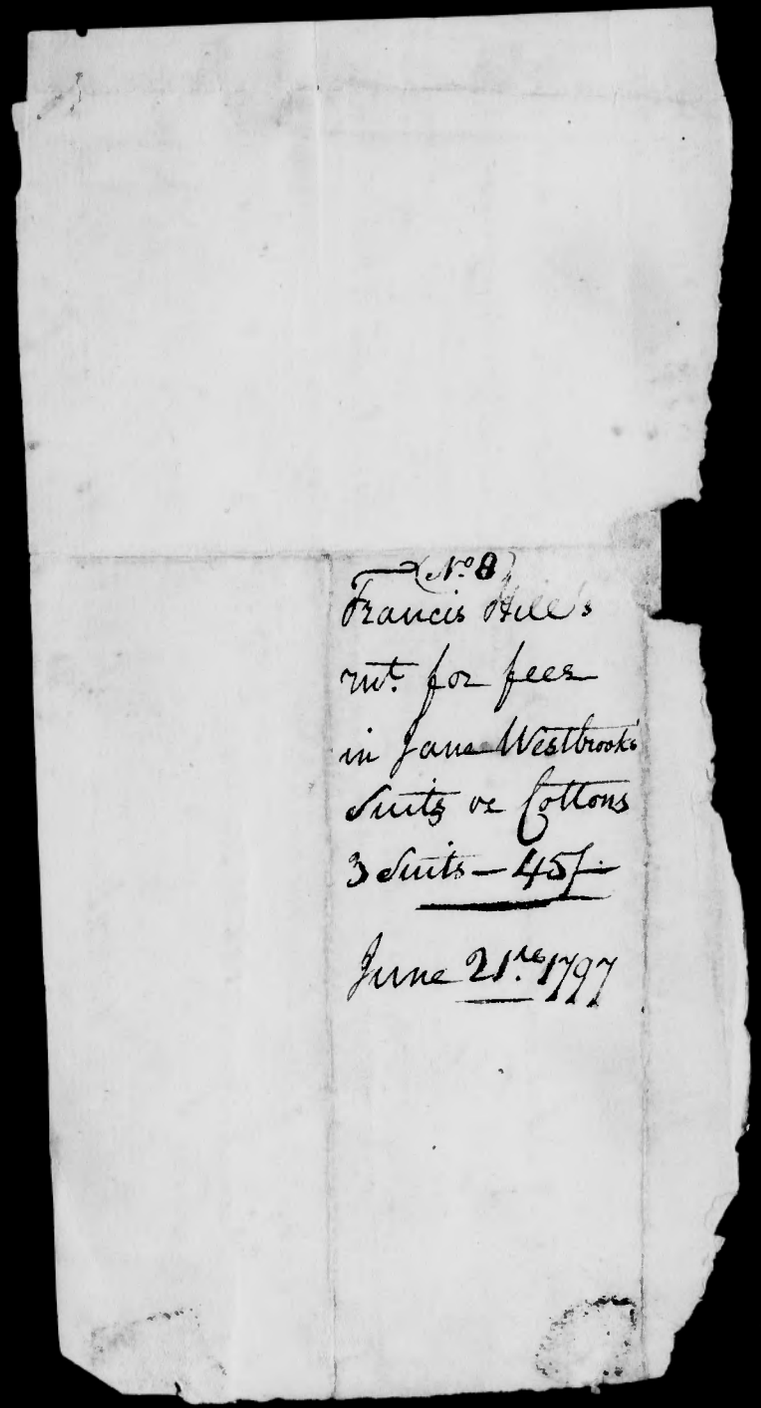
		Dolls	cents
1795	Jane Westbrooke admx &c of Persons Westbrooke decd. Dr		
	To the clerk of Southampton		
March	Filing papers 18 entering judgment 18 copy 18 taxing costs	—	94
	20 against Tillar's Exr	—	94
	The same against the same		
	conditional order against Drury Cotton security for Pond	—	62
	26 entering order for abatements against Pond 26		
Sept	Entering bail returnd 18 filing bail bond 18 conditional	—	62
	order 26 against John Cotton		
il	Entering bail returnd 18 filing bail bond 18 conditional	—	62
	order confirmd 26 against Drury Cotton	—	26
	conditional order confirmd against John Cotton		
	Recording return on alias Capias 18 rule 26 pluries capias 18		62
	against Drury Cotten junr		
	Fieri facias and return against Tillar's Exr	—	40
	The same against the same	—	40
May	Filing papers 18 entering judgment 18 copy 18 taxing costs		
	20 copy 20 fieri facias and return 40 against Cotton	1	34
	security for Pond	1	34
	The same against John Cotton		
	Entering bail returnd 18 filing bail bond 18 conditional		62
	order 26 against Drury Cotten junr		
June	conditional order confirmd against the same	—	26
Aug:	Filing papers 18 entering judgment 18 copy 18 taxing		
	costs 20 copy 20 fieri facias and return 40 against the same	1	34
	Wills &	10	24


No. 6. (~~1273~~)
Jane Westbrooke

62 (Cents)
3/1/4

Rec'd the within Amount
[illegible]


No. 7. (~~1273~~)
Jane Westbrook
65 Cents
39/0/4


(No. 8)
Francis Hall's
Acct. for fees
in Jane Westbrooks
Suits vs Cottons
3 Suits — 45/-

June 21st 1797

1793 Jane Westbrooke adm.x Person Westbrooke dec.d Dolls, Cts
Nov.r Entering attorney & plea 18 order 26 at said Night . . " 52
Shells D

No. 6

1795 June	No. 10. Mason Simmons Recording Simmons deed to you	To the clerk of Southampton . . . . . Dr Shells D	Dolls	cents 1	75

No. 7.

Mrs Jane Westbrooke Adm.x Person Westbrook dec.d to Josiah Dick Shff Southampton

1794 Nov.r	To serv.d your Writtson Arrest . . .	1.	26
"	To rec.d your writt vs. Cottons ca 21		12
"	To ditto your ditto vs. ditto . . ca 21		
1795 Mar	To serv.d your ditto on Pond & Cotton . . .	1.	26
"	To ditto your ditto on D. Cotton jr & D. Cotton Sen.r	1.	26
"	To ditto your ditto D. Cotton Sen.r sec.y for Pond	-	63
"	To ditto your ditto on Jn.o Cotton & D. Cotton.	1.	26
	Jo. Dick Shff	6.	51

(No. 11)

Jane Westbrook adm.x of Person Westbrook decd
John Cotton & Drury Cotton s.r } Debt in Sotn Court

The same vs Drury Cotton s.r security for Thos Pond
Debt in Sotn Court —

The same vs Drury Cotton jr & Drury Cotton s.r Debt in
Sotn Court — Recd of Josiah Dick esq.r late High Sheriff
of Sotn Co. the sum of two pounds five shillings in full
for the fees of the above suits.

Wm Hill
June 21.st 97

witness
Ethelbert L. Williams

$2.5

N.º 10.

N.º 6

1793. Jane Westbrook adm.x Person Westbrooke. Dr. Dolls, Cts
Nov.r Entering attorney & plea 18 order 26 at suit Wright ... „ 52
Hello D

N.º 7

Mrs Jane Westbrook Adm.x Person Westbrook
1794 ded.d to Josiah Dick Sheriff Southampton
Nov.r To serv.g your 2 writts on Avent . . . 1. 26
„ To ext.g your writt vs. Cottons ca 21 . 12
„ To ditto your ditto vs. ditto . . ca 21 . 12
1795 To serv.g your ditto on Pond & Cotton . . . 1. 26
Mar To ditto your ditto on D. Cotton jr. & D. C. Sen.r 1. 26
„ To ditto your ditto D. Cotton Sen.r sec.y for Pond - 63
„ To ditto your ditto on Jn.o Cotton & D. Cotton. 1. 26
6. 51
Josiah Dick Sheriff

Jane Westbrook adm.x of Person Westbrook decd (N.º 11)
To
John Cotton & Drury Cotton s.r } Debt in Nelson Court

The same vs Drury Cotton s.r security for Thos Pond
Debt in Nelson Court —

The same vs Drury Cotton jr. & Drury Cotton s.r. Debt in
Nelson Court — Recd of Josiah Dick esq.r late High Sheriff
of Nelson C.y the sum of two Pounds five shillings in full
for the fees of the above suits.

witness
Thilbert. C. Williams Test

D.d Hill
Jan.y 21.st 97

No. 1.

To the Justices of Southampton County in Chancery Sitting

Josiah Vick complaining humbly Sheweth that while he was acting as Sheriff of the said County an execution issued in favor of Jane Westbrooke admx & Jesse Westbrooke decd agt Dreury Cotton Junr Dreury Cotton Senr and John Cotton their bail for eight pounds and two pence to be discharged by the payment of four pounds one penny with Int from 17th day December 1793 till paid & 9 dolls 38 cents the Costs said suit as appears from the execution docket of the Sd County returnable to — court — amounting with debt interest and Costs to the sum of seven pounds four shillings. Now so it is May it please the court that the said Jane Westbrooke by Richd W Byrd her atto proceeded by motion at May court last to fine your Complainant for failing to return the said execution in due time and your Complainant being unprepared to defend the Sd Motion at Common law to the satisfaction of the Court Judgment was rendered agt him at the rate of 2½ p Cent p Month on seven pounds eleven shillings & eight pence from Janry Court 1797 to May Court 1800 the amount of the said execution of debt Interest & costs with interest calculated thereupon up to that day amounting as to the fine to the sum of seven pounds eleven shillings and Dc which your Compt under the following circumstances considers extremely hard & oppressive. For that in or prior to June 1797 before which time your Complainant does not recollect of knowing such an execution had issued, the Sd Jane Westbrooke by Robert Goodwyn Esq her agent made application to your Compt to learn the state of her said execution, which your complainant did suppose had gone into the hands of Jacob Underwood one of your Compts deputies that your Compt soon after such application made out a statement from a former

execution issued in the same sett and shewed it to the said Robert Goodwyn with sundry claims that your Complainant then had and still holds agt the said Jane Westbrooke admx as aforsd and acknowledged to the sd Rob Goodwyn that the sum of five pounds four teen shillings had been made by the first execution and that your Complainant would on settlement include the whole amt of sd debt interest and Costs or that he had no objection so to do if required. That sundry times were appointed by your Compltt & the said Rob Goodwyn to make settlement and one last fall your Compl went to the house of the sd Rob Goodwyn for that particular purpose when no settlement could be made owing to the sd Jane Westbrookes papers with his own being from home. That the said Robert Goodwyn at all times informed your Compl that the said Jane Westbrooke had directed him to allow your Complainants several claims, That your Compltt claims are considerable over & above a sum sufficient to take up the whole amt of the said debt interest & Costs some of which arose in 1795 & 1796 That your Compltt did ever think from even before the Papplication by the said Rob Goodwyn that part of his claims would be at any time allowed fr really & absolutely more to go in discharge of the said debt interest & Costs under the first execution before recited untill as well as he recollects at January or Feby Court last when the said Rob Goodwyn informed your Complainant that he had declined acting as agent for the said Jane Westbrooke in this business as he was not then at liberty to settle the matter as he that rights or words to that purport And gave your Compl to understand that the next thing would be a motion That your Compltt never laid his eyes upon the late execution on which the aforesaid fine Are assessed nor had he ever any other reason to believe that the said exn had gone into the hands of the sd Jacob Underwood then that all executions at that period belonging in St Lukes parish went into his hands. That your Compltt reason for assuming the amt of the sd debt Int and Costs to the said Rob Goodwyn were no other then that of having the matter finally closed, And that to this period no more money than the sd five pounds fourteen shillings hath ever been recieved from the said deftt. in discharged of the said debt & that hath come to the knowledge of your Compltt. But your Compltt would even suppose the late exn before mentioned had regularly gone into the hands of the said Jacob Underwood and had been kept up as by the sd Jane Westbrooke hath been alledged Your Compltt is at a loss to see what injury the said Jane Westbrooke could have sustained thereby as your Compltt hath always been and still is ready agreeably to his assumption to the sd Robt Goodwyn to take up in his claims the amount of the said debt & included in the sd execution And your Compltt doth ingenuously confess that had the said execution under which the sd fine Are assessed have come into his own hands that he should not have paid any regard to the return thereof untill after an adjustment between him and the said Jane Westbrooke had taken place — And for the reasons aforesaid solely arises the cause why your Compltt hath not heretofore seen to. Whether the said execution ever went into the hands of his said deputy & to the due return thereof. In tender consideration whereof and for as much as your Compl is without redress herein except thro the interposition of a Court of equity and to the end that the said Jane Westbrooke admx as aforesaid may be made def hereto Answer on oath the allegations of this bill fully as tho the same were again set forth & repeated and
especially

especially Whether she did not appoint the s^d Rob^t Goodwyn Esq^r her legal agent to settle & adjust the before ment^d execution with your Complainant on or before June 1797 whether she had not Knowledge before such appointment of your Compt^t hav^g sundry claims upon her if she had not before did she not soon afterwards receive the whole information of your Compt^t having paid and discharged a certain execution that came into your Compt^t hands whilst sh^ff in favor of Joshua Skinner ag^d her as ad^r as aforesaid for ten pounds seven shillings Eight pence paid Aug^t 1795 and of your Compt^t having tickets ag^d her due the s^d Compton for 1795 to the amt of three pounds four shillings & five half penny and your Compt^t on ticket for services rendered to the s^d Jane Westbrooke in 1794 & 1795 to the amt of One pound Nineteen shillings and a half penny Whether she hath not had long ago Knowledge thro her s^d agent that it was agreed upon that she should pay unto s^d Edwin Simmons two pounds nine shillings and one penny half penny for Mason Simmons ~~ten~~ shillings and six pence for Wm Edwin Simmons ex^r Wm Jones dec^d the sum of four pounds one shilling & eight pence for Wm Simmons two pounds eight shillings & for Francis Hill her attorney two pounds five shillings and in the whole to the sum of twenty seven pounds five shillings and five pence half penny Whether the said Rob^t Goodwyn was not fully authorised by her from June 1797 up to Jan^y or Feb^y Court last past to settle & allow of Compt^t several claims before ment^d in the monies made under the said original execution & one other in her favor ag^t Dreury Cotten Sen^r Dreury Cotten sen and John Cotton their & Whether she hath any certain Knowledge of the late said execution ever going into the hands of your Compl^t or deputy And your Compl^t humbly leave further to pray that the Court will injoin the judg^t aforesaid and all proceedings therein untill the Cause is heard in equity and then make the same perpetual or make such order or decree as shall appear Consistant with equity May it please the the Court to grant the Comm^d ~~Writ~~ of Injunction directed the sh^ff &

Compton Aug^t 1800 this day Josiah Nick made oath to the justness of the foregoing bill

James Reed

A True Copy Test Sam^l Kello C^k

deft hereto and answer on Oath the allegations of this Bill fully, as if
same were again set forth & repeated, and especially whether She did not appoint
the s^d Robert Goodwyn esq^r her Legal Agent to settle & adjust the before mentioned
original execution with your Compts on or before June 1797; whether She had not knowledge
before such appointment of your Compts having sundry claims upon her as Sheriff
had not before, did She not soon afterwards receive thro' him information of your Compts
having paid & discharged a certain execution that came into his your Compts hands
while Sheriff in favor of Joshua Oldnes against her as adm^x as aforesd
for ten pounds seven shillings & eight pence p^d aug^t 1795 and of your Compts having taken
against her due the Clerk of Southampton for 1795 to the amt of for three pounds four
shillings & five pence half penny, and his own ticket for services rendered while
Sheriff for 1794 & 1795 to the amount of one pound nineteen shillings & a half penny; Whether
She hath not long ago had ~~not~~ knowledge thro' him of its being agreed upon
between him & your Compts that She was to answer for Edwin Simmons the
sum of two pounds nine shillings & one penny half penny; for ellason Simmons
ten shillings six pence; for Wm^t Edwin Simmons exors of Wm Jones dec^d
the sum of ~~three pounds ten shillings & eight pence half penny~~ four pounds one shilling & eight pence; for
William Simmons two pounds eight shillings; & for Francis Hill her
attorney two pounds five shillings, amounting in the whole to the sum
of twenty seven pounds five shillings five pence half penny;—
whether the said Rob^t Goodwyn was not fully authorized by her from June 1797
up to May or feby Court last, to settle & allow your Compts several claims before
mentioned in the monies made under the s^d Original execution, & one other
in her favor against Drewry Cotton Jr Drewry Cotton Sen^r & John Cotton their
bail; & Whether She hath any certain knowledge that the s^d late execution
ever went into the hands of your Compt or his s^d deputy. — And your Compt
begs leave further to pray that the Court will enjoin the s^d Judgm^t & all proceed
ings therein until the cause is heard in Equity, and then make the same per
petual, or make such order or decree as shall appear consistant with
Equity — may it please the Court to grant the Commonwealths Sup^a & injunc
tion directed to the Sheriff &c. —

Southampton Aug^t 15th 1800 This day Josiah Vick came before me & made Oath to the
Justices of the foregoing Bill.

James Lee

~~Justices of the foregoing Bill.~~

belonging in St Lukes parish went into his hands; ~~who declares~~ ~~to be the reason~~ ~~executors were entitled into his possession~~ That your Compt.s reason for assuming the balance of the original execution to the said Robert Goodwyn were that the s.d John Cotton had paid into your Compt.s hands money sufficient to take up the said balance of £5.10.6 soon after the return of the original execution and requested that the same should be when necessary applied that way ~~Your Compt. begs leave to suggest to the~~ Court that even has the late before mentioned execution regularly gone into the hands of the said Jacob Underwood, or come into the hands of your Compt.t, and had been kept up as by the said Jane Westbrook hath been alledged your Compt. is at a loss to discover what injury or incon-nience the said Jane Westbrook could or hath sustained thereby, as your Compt. hath always been & still is ready agreeably to his assumption to the s.d Rob.t Goodwyn to take up in his claims the whole amount of the oriegonal debt interest & costs contained in the s.d execution — And your Compt.t doth unfeigned-ly confess that had the s.d exon.r under which the s.d fine are recovered come into his own hands, that he should not have paid any regard to the return thereof until after an adjustment between him & the s.d Jane Westbrook had been-en place, without being required by her so to do: and for the reasons aforesaid arises the sole cause why your Compt.t hath not heretofore seen to, whether the s.d execution ever were in the hands of the s.d Jacob Underwood & why a due return thereof had not been made. — — —

In tender Consideration whereof and for as much as your Compt.t is without redress herein except thro' the interposition of a Court of Equity, and to the end that the s.d Jane Westbrook adm.x as aforesaid may be mad-

deputies — That your Compt.t soon after such application made Statement from the Original execution and shewed it to the s.d Rob.t Goodwyn, with sundry claims your Compt.t then had know holds against the said Jane Westbrook adm.x as aforesaid. — That sundry times were appointed by your Compt.t and the s.d Rob.t Goodwyn to make Settlement, and last Fall your Compt.t went to the house of the said Rob.t Goodwyn for that particular purpose, when no settlement could be made owing to the s.d Jane Westbrooks papers being with his own from home — That the s.d Rob.t Goodwyn at a number of different times informed your Compt.t that the s.d Jane Westbrook had directed him to allow your Compt.ts several claims — That your Compt.ts claims are Over a Sum to that of the amount of the original execution, the debt interest & costs of which to the return day, being twenty pounds one shilling and three pence half penny; several of which claims arose in the years 1795 & 1796 — That your Compt.t did ever think from the first before mentioned application that part of his claims were really and absolutely to go in discharge of fourteen pounds ten shillings & nine pence half penny the money made by the original execution in the s.d Suit; and in discharge of the aforesaid sum of £5.10.6 the balance for which the late execution issued; until as well as he recollects at January or February Court last, when the said Robert Goodwyn inform-ed your Compt.t that he had declined acting as Agent for the said Jane Westbrook in his business, as he was not then at liberty to settle the matter as he thought right, or words to that pur-port, and give your Compt.t to understand that the next thing would be a motion — That your Compt.t never laid his Eyes on the execution under which the aforesaid fine are assessed, nor has he ever any more reason to believe that the said execution had gone into his s.d deputies hands, than that all executions issued at that period

To the Justices of Southampton County in Chancery sitting

Josiah Vick humbly Complaining Sheweth that while he was acting as Sheriff of the said County, an execution issued in favor of Jane Westbrook adm.x & c. of Jerson Westbrook decd against John Cotton Henry Cotton sen.r & Herbert Cotton their bail, as appears from the execution docket of the said County, directed to your Compt. commanding him to make the sum of five pounds ten shellings six pence & Costs, the balance of a former execution issued in her favor against the said John Cotton Henry Cotton sen.r &c.

Now so it is may it please the Court that the said Jane Westbrook by Richd. W. Byrd her attorney, proceeded by motion at May Court last, to fine your Compt. for failing to return the said execution in due time; and your Compt. being unprepared to defend the said Motion at Common Law to the satisfaction of the Court, Judgment were rendered against him at the rate of 2½ per Cent per Month on six pounds eighteen shellings and ten pence half penny from January Court 1797 to May Court 1800, being the balance of the late said execution of debt interest & Costs with interest calculated thereupon up to that day, amounting in the fine, to the sum of six pounds eighteen shillings four pence; which your Compt. under the following circumstances considers extreamly hard & oppressive. For that in or prior to June in the year 1797, before which time your Compt. does not recollect of ever hearing that such an execution had issued, the said Jane Westbrook by Robt. Goodwyn esqr. her Agent, applied to your Compt. to learn the State of her said execution, which your Compt. then did suppose had gone into the hands of Jacob Underwood one of your Compts. deputies

To the Justices of Southampton County in Chancery sitting

Josiah Vick complaining humbly Sheweth that while he was acting as Sheriff of the said County, an execution issued in favr of Jane Westbrook admx &c of Jesse Westbrook dcd. against Drewry Cotton Jr Drewry Cotton Sen.r & John Cotton their bail, for eight pounds & two pence, to be discharged by the payment of four pounds & One penny with interest from the 17.th day of december 1793 till paid, & 9 dolls & 88 Cents the costs of s.d Suit, as appears from the execution docket of the s.d County returnable to Court amounting with int.st & int.st interest & costs to the Sum of Seven pounds four shillings. Now so it is may it please the Court, that the s.d Jane Westbrook by Rich.d M.r Byrd her attorney proceeded by motion at May Court last to fine your Compt.t for failing to return the said execution in due time, and your Compt.t being unprepared to defend the said motion at Common Law to the satisfaction of the Court, Judgment were rendered against him at the rate of 2½ per Cent per month on seven pounds — eleven shillings & eight pence from January Court 1797 to May Court 1800. the amount of the s.d execution of debt Interest & costs with interest calculated thereupon up to that day, amounting as to the fine to the Sum of seven pounds eleven shillings & eight pence which your Compt.t under the following circumstances Consi-ders extreamly hard & oppressive. For that in or prior to June in the year 1797, before which time your Compt.t does not recollect of knowing such an execution had issued, the said Jane Westbrook by Robert Goodwyn esq.r her Agent made application to your Compt.t to learn the State of her s.d execution, which your Compt.t did Suppose had gone into the hands of Jacob Underwood one of your Compt.ts deputies — That your Compt.t

soon

soon after such applecation made out a Statement from a former execution issued in the same Suit, and Shewed it to the Sd Robert Goodwyn, with sundry claims that your Compt then had & to hold against the said Jane Westbrook & c as aforesd, and acknowledged to the Sd Robt Goodwyn that the sum of five pounds fourteen shellings had been made by the first execution & that your Compt would on Settlement include the whole amt of the Sd debt interest & costs, or that he had no objection so to do if required — That sundry times were appointed by your Compt and the Sd Robert Goodwyn to make Settlement, and once last Fall your Compt went to the house of the Sd Robt Goodwyn for that particular purpose, when no Settlement could be made owing to the Sd Jane Westbrooks papers with his own being from home — That the Sd Robert Goodwyn at all times informed your Compt that the Sd Jane Westbrook had directed him to allow your Compts several claims — That your Compts claims are considerably over a sum sufficient to take up the whole amt of the Sd debt interest & costs, some of which arose in 1795 & 1796 — That your Compt did ever think, from, before the Sd application by the Sd Robt Goodwyn that part of his claims would be at any time allowed Really & absolutely were to go in discharge of the Sd debt interest & costs under the first execution before recited, until as well as he recollects at January or February Court last, when the Sd Robt Goodwyn informed your Compt that he had declined acting as Agent for the Sd Jane Westbrook in this business, as he was not then at liberty to Settle the matter as he thought right, or words to that purport, and give your Compt to understand

— that the next thing would be a motion — That your Compt never laid his eyes upon the late execution on which the Sd fine are assessed, nor had he ever any other reason to believe that the Sd execution had gone into the hands of the Sd Jacob Underwood, then that all executions at that period belonging in St Lukes parish went into his hands; — ~~who denies that the Sd execution ever came into his possession~~ — That your Compts reason for assuming the amt of the Sd debt interest & costs to the Sd Robt Goodwyn were no other than that of having the matter finally closed, and that to this period no more money than the Sd five pounds fourteen shellings hath ever been received from the Sd defts in discharged of the Sd debt to that hath come to the knowledge of your Compt — But your Compt would even suppose the late execution before mentioned had regularly gone into the hands of the Sd Jacob Underwood that hath been kept up, as by the Sd Jane Westbrook hath been alledged, your Compt is at a loss to see what injury the Sd Jane Westbrook could have sustained thereby, as your Compt hath always been & still is ready agreeably to his assumption to the Sd Robt Goodwyn to take up in his claims the amt of the Sd debt & included in the Sd execution — and your Compt doth unfeignedly confess that had the Sd execution under which the Sd fine are assessed have come into his own hands, that he should not have paid any regard to the return thereof until after an adjustment between him & the Sd Jane Westbrook had taken place, and the reasons aforesd solely arises the cause why your Compt hath not heretofore seen to whether the Sd execution ever went in the hands of his Sd deputy, & to the due return thereof. — In tender Consideration whereof

and for as much as your Compt is without redress herein except thro' the intervention of a Court of Equity, and to the end that the Dft Jane Westbrook acomodated, may be made deft hereto & answer on Oath the allegations of this Bill, as tho' the same were repeated & she thereto separately & particularly interrogated, and more especially whether she did not appoint the Dft Robt Goodwyn esqr her legal Agent to settle and adjust the before mentioned execution with your Compt on or before June 1795; whether she had not knowledge before such appointment, of your Compts having sundry claims upon her, if she had not before, did she not soon afterwards receive thro' him information of your Compts having paid & discharged a certain execution, (that came into your Compts hands while Sheriff) in favor of Joel Lewis, Oldys against her as acomodated Endorsor to the amount of three pounds seven shillings & eight pence, (paid Augt 1795); and of your Compt having tickets against her due the Clerk of Southampton for 1795. to the amount of three pounds four shillings & five pence half penny; & your Compts own ticket for services rendered to the Dft Jane Westbrook in 1794 & 1795 to the amount of one pound nineteen shillings & a half penny; whether she hath not had longago knowledge thro' her Dft Agent that it was agreed upon that she should answer for Edwin Simmons two pounds nine shillings & one penny half penny, for Mason Simmons ten shillings & six pence; for Wm & Edwin Simmons executors of Wm Jones dcd the sum of four pounds one shilling & eight, [illegible] ; for Wm Simmons two pounds eight shillings; for Francis Dill his Attorney two pounds five shillings. amounting in the whole to the sum of twenty seven pounds five shillings & five pence half penny — ; whether the Dft Robt Goodwyn was not fully authorized by her from June 1795 up to January or July Court last to settle & allow your Compts several claims before mentioned, in the monies made under the Dfts original execution, & one other in her favor against Drewry Cotton & Drewry Cotton Junr & Wm Cotton thereon; & whether she hath any certain knowledge of the late Dfts execution ever going into the hands of your Compt or deputy — And your Compt begs leave further to pray that the Court will injoin the Judgt aforesd & all proceedings thereon until the cause is heard in Equity, and then make the same perpetual, or make such order or decree as shall appear consistant with Equity. May it please the Court to grant the Commonwealths dupd Injunction directed to the Sheriff &c.

Southampton Augt 18th 1800 This day Josiah Vick came before me & made Oath to the Justness of the foregoing Bill.

James Lee

Josiah Vicks

vs

Jane Westbrook adm.x &c.

Bill of Injunction for

failing to pay money &c.

No. 1.

To the Justices of Southampton County in Chancery sitting

Josiah Vick Sumby complaining sheweth that while he was acting as Sheriff of the said County, an execution issued in favor of Jane Westbrook admx. &c of Jesper Westbrook deceased, against John Cotton Drewry Cotton Senr. and Robert Cotton their bail, amounting with interest & costs to twenty pounds one shilling & three pence half penny — That in Virtue of the said execution your Compt. by Henry Arrington his deputy made the sum of fourteen pounds ten shillings & nine pence half penny, who returned the said execution satisfied as to that sum. —

Now so it is may it please the Court that the said Jane Westbrook by Richd. W. Byrd her attorney proceeded by motion at May Court Last to fine your Compt. for failing to pay to the said Jane Westbrook the aforesaid sum of fourteen pounds ten shillings and nine pence half penny. — and your Compt. being unprepared to defend the said Motion at common Law to the satisfaction of the Court. Judgment were rendered against him at the rate of 15 per Centum per Annum on the aforesaid sum of £14.10.9½ from January Court 1797 to May Court 1800. amounting to the sum of seven pounds five shillings and eight pence; which under the following circumstances your Compt. considers extreamly hard & oppressive. — That in or prior to June 1797. the said Jane Westbrook by Robert Goodwyn esqr. her Agent applied to your Compt. to learn the state of her said execution — That your Compt. soon afterwards obtained a Statement thereof and Shewed it to the said Robert Goodwyn with sundry claims your Compt. then had and still holds against the said Jane Westbrook Admx. as aforesaid — That sundry times

were appointed by your Compt. and the said Robert Goodwyn to make settle-ment, and once, last Fall, your Compt. went to the House of the said Robt. Goodwyn for that purpose when no settlement could be made owing to the said Jane Westbrooks papers being with his own from Home. That the said Robert Goodwyn at a number of different hath informed your Compt. that the said Jane Westbrook had directed him to allow your Compts several Claims — That your Compts Claims are of a Magnitude over a sufficient sum to take up even the whole amount of the said exon-

That your Compt. did ever think from the nature of his claims even before such application, that part of them, to the amount of the s.d sum of £14.10.9½ would at any time be allowed in discharge of the money made aforesaid, and your Compt. hath by no means has any doubts of the application of such claims, until he believes at Janu-ary or February Court last, (holden for this County), when the said Robt. Goodwyn informed your Compt. that he had declined acting as Agent for the said Jane Westbrook in the said business, as he was not than at Liberty to settle the matter as he thought was right, or words to that purport, and give your Compt. to understand that the next thing would be a motion.

In tender consideration whereof and for as much as your Compt. is without redress except through the interposition of a Court of Equity, and to the end that the said Jane Westbrook adm.x as aforesaid may be made deft. hereto and answer on Oath the several allegations of this bille fully, as though the same were again set forth & repeated, and especially whether she did not appoint the said Robt. Goodwyn esq.r her legal Agent to settle and adjust the said execution with your Compt. on or before June 1797 — whether she did not soon thereafter have knowledge thro' him of your Compts paying off and discharging a certain execution, that came into his hands as Sheriff) in favor of Joshua Oldner against the said Jane Westbrook adm.x as afores.d for ten pounds seven shil-lings & eight pence — whether she hath not long ago had knowledge through him of its being agreed upon by her s.d Agent & your Compt. that she should answer to your Compt. for Edwin Simmons the sum of two pounds nine shillings & one penny half penny, for Mason Simmons ten shillings & six pence, for Wm Edwin Simmons cator of William Jones did the sum of four pounds one shilling & eight pence, for Wm Simmons two pounds eight shillgs for tickets due the Clerk of Southampton for 1795 for three pounds four shillings & five pence half penny, — for your Compts ticket for services render'd her as Sheriff in 1794 & 1795 for one pound nine-teen shillings & half penny, and for your Compts paying to Francis Hill her attorney the sum of two pounds five shillings his fee in three suits prosecuted in her favor; amounting in the whole to the sum of twenty seven pounds five shillings & five pence half penny — whether the said Robert Goodwyn were not by her up to January or February Court last fully Authorized to settle & allow your Compts several claims before mentioned: the monies made by the before mentioned execution, and one other issuing in her favor against Drewry Cotton Jnr. Drewry Cotton Senr. & John Cotton their bail — and your Compt. begs leave further to pray that the Court will enjoin the Judgm.t aforesd & all proceedings there-on until the cause is heard in Equity, and then to make the same perpetual, or make such Order or decree as shall ap-pear consistant with Equity — may it also please the Court to grant the Commonwealths Supa.t injunction directed to the Sheriff &c. —

Southampton Augt. 18th 1800 This day Josiah Vick came before me & made Oath to the Justness of the foregoing Bill

James Gee

No. 1. to Bill 2.

Westbrooke &c

Vt } Bill ~~&c~~

Vick } Copy

Filed in Bill & Review

No. 2.

To the Justices of Southampton County in Chancery
sitting, Josiah Rich Assembly complaining Sheweth that
while he was acting as Sheriff of the said County an execution
issued in favor of Jane Westbrooke admx. &c of Peirce
Westbrooke dec'd against John Cotton Drewry Cotton Senr.
and Herbert Cotton Sheriff bail, as appears from the exe-
cution docket of the said County, directed to your Complt.
commanding him to make the sum of five pounds ten
shillings and nine pence & costs, the balance of a former
execution issued in her favor against the said Jn.o Cotton
Drewry Cotton Senr. Now so it is may it please the
Court that the said Jane Westbrooke by Rich.d &c. Byrd
her attorney proceeded by motion at May Court last
to fine your complainant for failing to return the said
execution in due time, and your complainant being un-
prepared to defend the said motion at common law to the
satisfaction of the Court, judgment were rendered agst.
him at the rate of 2½ per Cent per month on five pounds
eighteen shillings and ten pence half penny from January
Court 1797 to May Court 1800 being the balance of
the late said execution of debt interest & Costs with interest
calculated thereupon up to that day, amounting in the
fine to the sum of six pounds eighteen shillings and four
pence; which your complt. under the following circumstan-
ces considers extremely hard and oppressive — for that in
or prior to June in the year 1797, before which time your

Complainant does not recollect of ever hearing that such an execution had issued, the said Jane Westbrooke by Robert Goodwyn Esqr. her agent applied to your Complainant to learn the state of her said execution, which your Compt. then did suppose had gone into the hands of Jacob Underwood one of your Complainants deputies — That your Compt. soon after such application made out a statement from the original execution and shewed it to said Mr. Goodwyn with sundry claims your Compt. then had & now holds against the said Jane Westbrooke viz. as aforesaid That sundry items were appointed by your Compt. and the said Robt. Goodwyn to make a settlement, and last Fall your Compt. went to the house of the said Robt. Goodwyn for that particular purpose, when no settlement could be made owing to the said Jane Westbrooke's papers being with his sons from home — That the said Robt. Goodwyn a number of different times informed your Compt. that the said Jane Westbrooke had directed him to allow your Complainants several claims, That your Compts. claims are over & above to that of the amount of the original execution, the debt interest & costs of which to the return day being twenty pounds one shilling and three pence half penny, several of which claims arose in the years 1795 and 1796 That your compt. did ever think from the first before mentioned application that part of his claims were really and absolutely to go in discharge of fourteen pounds ten shillings & nine pence half penny the money made by the original execution in the said suit, and in discharge of the aforesaid sum of £6, 18, 6 the balance for which the said execution issued, until as well as he recollects at January or February court last, when the said Robert Goodwyn informed your Compt. that he had declined acting as agent for the said Jane Westbrooke in this business, as he was not then at liberty to settle the matter on the strength right, or words to that purport and gave your Compt. to understand that the next thing would be a motion, That your Complainant never did his Eyes on the execution under which the aforesaid fines are assessed, nor had he ever any more to believe that the said execution had gone into his said deputies hands, than that all executions issuing at that period belonging to S. Clarkes period went into his hands

That your compts. reason for assuming the balance of the original execution to the said Robt. Goodwyn were that the said Jno. Cotton had paid into your Compts. hands money sufficient to take up the said balance of £5, 18, 6. soon after the return of the original execution and requested that the same should be no further necessary applied that no way — Your Compt. begs leave to suggest to the Court, that even had the said before mentioned execution regularly gone into the hands of the said Jacob Underwood, or come into the hands of your Compt. and had been accepted up on by the said Jane Westbrooke hath been alledged your Complainants

is at a loss to discover what injury or inconvenience the said
Jane Westbrooke could or hath sustained thereby as your Compl.t
hath always been & still is ready & willing to leave it to the
to the said Robt. Goodwyn to take up in his claims the whole
amount of the original debt & costs contained in
the said execution, and your Compl.t doth further suggest
that had the said executions under which the said sums are
recovered have come into his own hands, that he should not have
paid any regard to the returns thereof until after an adjustment between him & the said Jane Westbrooke had taken
place, without being required by her so to do, and for the reasons
aforesaid unless the sale cause why your Compl.t hath not been
forced to redeem the said executions were in the hands
of the said Jacob Underwood and why a due return thereof
has not been made — In tender consideration whereof and
for as much as your Compl.t is without redress herein except thro'
the interposition of a Court of Equity, and to the end that the
said Jane Westbrooke &c.a as aforesaid may be made
def.ts hereto and answer on oath the allegations of this bill, freely
as tho' the same were again set forth and repeated and specially
whether she did not appoint the said Robt. Goodwyn esq.r her
legal agent to settle and adjust the before mentioned execution
with your Compl.t on or before June 1797 whether she had
not knowledge before such appointment of your Complainants
having sundry claims upon her if she had not before
did she not soon afterwards receive from him information of
your compl.ts having paid and discharged a certain execution
that came to his hands while sheriff in favor of Joshua Oldham
against her as admr.x as aforesaid for ten pounds seven shillings
and eight pence paid August 1795. and of your Compl.ts
having tickets against her since the clerk of Sussex for 1795
to the amount of for three pounds four shillings and five pence
half penny, and his own tickets for services rendered while
sheriff for 1794 & 1795 to the amt. of £1 19 0½ whether
she hath not long ago had knowledge thereof him of its being
agreed upon between him and your Compl.t that she was to
answer for Edwin Simmons the sum of £2 9 1½ for Mason
Simmons ten shillings and six pence; for William & Edwin
Simmons heirs of William Jones dec.d the sum of £4 1 8
for William Simmons £2 8 6 for Francis Mills his attorney
two pounds five shillings, amounting in the whole to the sum
of £27 5 3½ whether the said Robt. Goodwyn was not
fully authorized by her from June 1794 up to January or
February court last, to settle and allow your compl.ts several claims
before mentioned in the manner made under the said original
execution and on other in her favor against Drewry Cotton jr.
Drewry Cotton sen.r & Jno. Cotton their bail, and whether she
hath any certain knowledge that the said late execution ever
went into the hands of your Compl.t or his deputy, and your
Compl.t begs leave further to pray that the Court will injoin
the said Judg.t and all proceedings thereon until the cause
is heard in Equity, and then make the same perpetual, or

make such order or decree as shall appear consistent with Equity
May it please the Court to grant the commonwealths Subpœ and
injunction directed to the Sheriff &c
Southampton August 1st 1808. This day Josiah Dicks came
before me and made oath to the justness of the foregoing bill
James Pro

A Copy
Teste
Jam. Rees

Memd. Satisfaction acknowledged by Henry Arrington late deputy Sheriff on a former execution for fourteen pounds ten shillings & nine pence Ys

Sam Kello &

Southampton county to wit

I hereby certify that the within is a true copy as also the above endorsement — and that there never was a return made on the within execution

Test Sheello &

Interest thereon from the 19th Dec.r 1793 to Decm.r 1795 . . . £1.8.8

Costs at the last term 7/2 Costs . . . 2.2.5

Interest thereon from the 19th Dec.r 1795 to Decm.r 1797 . . . 15.15.9½

Costs at the last term 12/2 Costs . . . 2.2.5

Interest thereon from the 19th Dec.r 1797 to May Court 1800 . . . 1.8.7

The Commonwealth of Virginia,

To the Sheriff of Southampton *County greeting:*

WE command you, that of the goods and chattels of John Cotton & Drewry Cotton Junr. and Herbert Cotton ~~the~~ their late in your bailiwick, you cause to be made Sixteen pounds eight shillings and Interest from the 17th of December 1793 ~~etc~~ payment which Isaac Westbrooke adm. of Peter Westbrooke dec'd late in our county court, held at the court-house of the said county, ha~~s~~ recovered against ~~them~~ for debt; also, Eight dollars and thirty four Cents which to the said Westbrooke adm~~r~~ in the same court, were adjudged for ~~her~~ costs by ~~her~~ in that behalf expended; whereof ~~they are~~ convicted, as appears to us of record; and that you have the same before the justices of our said court, on the Second thursday in January next to render to the said Westbrooke adm~~r~~ of the debt and ~~costs aforesaid~~. And have then there this writ. Witness James Wills clerk of the said court, this 26th day of October 1796 in the 21st year of the commonwealth.

Jam. Wills

N.º 3.

Hampton May Court 1800

Jane Westbrooke adx Person Westbrooke decd plff
Josiah Person agt deft

Motion for the fine imposed by law for not returning an execution which issued from this office in the name of the plaintiff agt Jno Cotton Drewry Cotton & Wm Cotton for a balance of £ 6.1.8.10p

This day came the plaintiff by her attorney and it appearing to the Court that the defendant hath had legal notice of motion therefore it is considered by the Court that the plaintiff recover of the defendant two and a half p Cent p Month on six pounds eighteen Shillings and ten pence half penny (the balance of Execution in favr of Jane Westbrooke agt Jno Cotton & Drewry Cotton dec'd & Jer Cotton Sheriff in execution which issued from this office from January Court 1797 till the 19 day May 1800 being the fine imposed by law and her cost by her in this behalf expended

Teste

Wm Keeling Cl

To the Worshipfull the Justices of the County Court of Southampton
sitting in Chancery

Humbly complaining sheweth to your Worships your Orator Josiah Vick
of the said County, That on the 19th day of May in the year of our Lord 1800
he filed his Bill (marked No 1) in this Worshipfull Court, against Jane
Westbrook administratrix of Person Westbrook deceased, stating that
"Whilst your Orator was Sheriff of the said County about the year 1797 the
" said Jane adm.x as aforesaid had sued out an execution on a Judgt
" obtained in the Court of the said County against John Cotton Dr Henry Cotton
dec.d and Herbert Cotton their bail which with interest & Costs amounted to
the sum of £6.18.10½ - the Judgment Originally was for a greater sum,
but this was the balance, as per Copy of said execution marked No 2 which
more fully appear, that at May Court 1800 held for the said County
on the Motion of the said Jane, a Judgment was rendered against your
Orator for 2½ per Cent per Month on the said sum of £6.18.10½ from the
January Court 1797 till the May Court 1800 as a fine for not returning the
said execution, a Copy of which Judgment for fine is marked No 3
That this Judgment was unjustly obtained without defence at-
Law, because the defence was an Equitable one, That the said exe-
-cution in favor of the said Jane against the said Cottons did not
fall into your Orators hands, but probably was delivered (if to any
one), to a deputy of your Orator - That about June 1797, the first
time your Orator heard of the said execution, he was applied to by
Robert Goodwyn the legally authorized agent of the said Jane, to
know the State thereof; that shortly afterwards your Orator made out
a Statement from the Original execution, and shewed it to the said
Agent, together with a Statement of divers claims of your Orator against
the said Jane; that in this Statement your Orator credited her with the
whole of the Original execution against the said Cottons, for which
he had made under a former execution, and a sum supposed to be
equal to the balance, had been left in his hands by one of the defendants
with a request to settle the full amount of the said debt interest & Costs
whenever an other execution should issue - the balance being in fact
up to the time of the deposit only £5.10.6 besides some Costs: That your Orators

No 3.

Westbrookes adx
Vs
Vick

Copy Assig.
Obtained
at May Court 4th Month
1800 - for failing to return
her exon against John Cotton
Dr Henry Cotton dec.d & Herbert
Cotton their bail - 2½ per
Cent per Month on £6.18.10½
from Jany Court 1797 to May
Court 1800 - the fine being
$22.20 Cents & 4.88/100 Cts.
Costs of Motion -

Belongs to Bill of review No 2

" Orators claims were expresly agreed by the said Goodwyn to be allowed him
" against the amount of the whole debt, for which as well the first as second
" execution had issued against the said Cottons - That the Original execution
" against the said Cottons was for £20 1 3½ including the costs; That your
" Orator made sundry applications to the said Agent for a Settlement, but
" was prevented from obtaining one, first by the papers of the Agent not being
" in the way, and afterwards by other accidents, the said Agent always assur-
" ing your Orator that his claims were to be allowed him which would
" have induced your Orator to delay to return the said execution even if it had
" come to his hands; that these claims are paid in amount that whole debt
" and every claim the said Jane had on your Orator; That the claims
" spoken of were for money paid for said Jane adm.x aforesaid in discharge
" of Oldnery's execution against her for £10 7 8 which had issued and come into his
" hands during the time of the said Janes first execution against
" the said Cottons, a copy of which execution is marked N.o 4 in Bill
" of Review N.o 1 against the said Jane; Clerks tickets against
" her in the same Capacity for £3. 4. 5½ which also had come into his
" hands; Sheriffs tickets to the amount of £1 19 0½ for services rendered
" by your Orator for the said Jane adm.x aforesaid in the years 1794 & 1795.
" The sum of 45/ paid Francis Hill the said Janes Attorney for
" prosecuting three suits at Common Law, one of which was the suit
" against the said Cottons and paid by direction of her said Agent;
" The sum of £2 9 1½ which the said Jane had agreed to credit on
" account of Edwin Simmons to whom she was indebted, being a
" balance due your Orator for his Sheriffs account for 1793 & 1794.
" which had lain until a settlement should be made by your Orator
" and the said Jane; The sum of 15/ in like manner agreed to be cred-
" ited on account of Mason Simmons for a Clerks ticket due for the
" year 1795 which had lain on the same account; The sum of £4 4 8½ in
" like manner agreed to be credited on account of Jones's executors, who had
" lain on the same account, and also £2 8 0 on account of William Simmons
" total amount £27 5 5½ - The Clerks tickets aforesaid are marked N.os 5 & 6. the
" Sheriffs ticket N.o 7. Francis Hill's receipt N.o 8. Edwin Simmons's account
" N.o 9. the ticket against Mason Simmons N.o 10. the writ against William
" & Edwin Simmons exors of Jones said Williams receipt for the amount
" thereof N.os 11 & 12. and William Simmons receipt for the said £2 8 0 N.o 12
" in Bill of Review N.o 1 aforesaid: That no final settlement or adjustment

N.o 13.

The Answer of Jane Westbrooke as administratrix of Person West-
brooke to the bill of in Junction &c taken against her by Josiah
Vicks in the worshipful Court of Southampton County &c ——

This respondent reserving to herself all right of exception to the vari-
=ous errors contained in the said bill for answer thereto, or to as much
thereof, as she is advised is material for her to answer, She says
that it is true that an execution in her favor was Issued and de-
=livered to the complainant when Sheriff of Southampton for the sum
of £5 10 6 and the costs against John Cotton, Drewry Cotton,
and Herbert Cotton their bail and that it is also true that
the Court did fine the complainant for not returning the
same in due time as he has stated. Your respondent denies
that Robt. Goodwyn was lawfully Authorised by her
to make any Agreement with the complaint. relative to this
business, or that she ever impowered any other person so to do, nor did
She ever make such a contract with him in person, She denies
that the complainant has any Legal Claims against her in
her aforesaid Capacity, and particular to the amt. stated by the
complainant. She states as the uncertain Issues during the Comp-
=laints Sheriffalty, it must have gone into his hands
or those of his deputies, for whose Negligence he is answera-
=ble. She knows nothing of the Compl.ts readings to settle
or discharge the execution for the not returning of the same
=said fine was imposed that She never did appoint Robt.
Goodwyn as her agent to settle with the Compl.t the said
Execution. She denies all Knowledge of the Compl.t Claim

against her. She is ignorant of the Complainants having discharged an execution in favor of Joshua Ober against her of any Amt. or of his having any Clerk or Sheriffs tickets against her. She denies ever having made any agreement either in person or by any Agent or Attorney to Answer for Edwin Simmons to any Amt. or for Wm. Simmons executors to any amt or for William Simmons to any Amt or for Francis Fitz to any Amt. Your respondent denies all the Allegations of the Compl.t and prays that the said injunction may be dissolved and prays to be dismissed with her costs in this behalf sustained

Wrongfully &c.

Sworn to before me one of the Justices of the peace for the County of Southampton this 10th day of November 1806

Jno Calvert

A true Copy Teste

Sam Hecks Cl

No 13.
Inc Westbrooks
Answer to Bill of Nicholls
Exhibited 1802.

At a court of quarterly Sessions continued and held for the county of Southampton on the 22nd day of March 1804

Josiah Vick late Sheriff of Southampton Complt
ag.t
Jane Westbrooke admx of Person Westbrooke decd defts

On an Injunction to stay proceedings of a judgment obtained by the defendant against the complaint at common law for a fine of 2½ p.r cent p.r month on £6.18.10 p.r (the balance of an execution from January Court 1797 till the 19th day May 1800 being the fine imposed by law for not returning an execution which issued from this court in favour of the defts Jane Westbrooke admx &c ag.t John Cotton Drewry Cotton sen.r and Herbert Cotton their bail

This cause this day came on to be heard on the bill of the Complainant Answer of the defendant and arguments of Counsel on either side the court on consideration thereupon decree and order that the Injunction be dissolved and it is accordingly hereby dissolved and it is further decreed and ordered that the complaint pay unto the defendant the sum aforesaid amounting to twenty two dollars and twenty cents and the costs of the motion for that fine which are four dollars and sixty four cents and the costs by her sustained in her defence of this Injunction which are fourteen dollars & 73 cents

4,64

Teste

Sam Hecks Cl

N.° 14. Decree & Order N.° 14.

Westbrooks adx

vs } Copy depolition
Vick } of Bp £6.18.10½

had taken place between the said Agent and this Complainant, which could not be attributed as a fault to your Orator, he being always ready & willing, nay pressing to procure an adjustment, and finally, prayed relief in Equity and an Injunction, as the said Jane had withdrawn the powers given her said Agent, refused to come to a fair Settlement, and had obtained the Judgment aforesaid for Fine against your Orator in a Court of Common Law, where the facts aforesaid would not avail him" —

And there your Orator begs leave to State that the said Court awarded him an Injunction, as aforesaid, after which the said Jane filed her answer, a Copy whereof is marked N.° 13, Confessing some of the allegations in the said Bill, but denied many of them; and the said your Orator filed his replication, and the said Jane her rejoinder: that at the March Term of the said County 1804 on the 22nd day of the month, the said Cause was heard on the Bill and answer aforesaid, whereupon the said Court were pleased to decree, Order & Judge, that the Injunction aforesaid be dissolved; and it was further Ordered and Decreed that the Complainant your Orator pay to the defendant Jane, the Fine aforesaid imposed by Law, being two and a half per Cent per Month on the said sum of £6.18.10½ from January Court 1799 till May the 6th 1800, for not returning the balance of the said Janes execution as adm.x aforesaid, issuing from this Office against the said John Cotton Henry Cotton Sen.r and Herbert Cotton their bail: the whole amount of the Original execution being £20.1.3½ as aforesaid, with a Credit of £14.10.9½ made in virtue of that said execution by Henry Arrington one of your Complainants deputies endorsed on the said second execution; together with her costs on the motion for Fine aforesaid of $11.84 Cents, her costs in prosecuting the Injunction aforesaid of $14.73 Cents; (a copy of which said Order and decree is hereto Annexed & is marked N.° 14.); all of which will further and manifestly appear reference being had to the said Bill, answer, Replication, rejoinder and decree now remaining of Record in this Worshipful Court, as also from the exhibits aforesaid, all which are prayed to be taken and Considered as part of this Bill: That at the same time there was depending in the same Court an Injunction of your Orator against the said Jane Westbrook adm.x as aforesaid which was intended to stay proceedings on a Judgment she had obtained also at May Court 1800 for not returning another execution of the said Janes against Henry Cotton Sen.r Henry Cotton Son and John Cotton their bail: — That your Orator had duly taken sundry affidavits in that Injunction and annexed to them sundry bonds receipts & other documents, calculated to support the allegations in that Bill, and also the allegations in the said Suit

suit to the Bill of Review No 1 aforesaid, answer &c in which your Orator has herein before referred your Worships, the Equity being the same in each. That it had been agreed that these affidavits should be read in both suits. That they were duly delivered to the Clerk to be filed in that Injunction, (out of the one obtained by your Orator against the said Jane, to stay proceedings &c on her Judgment obtained at Common Law against your Orator for a fine for not returning the said Fieri facias execution issuing from this Court against Henry Cotton Junr Henry Cotton Senr & John Cotton their bail as aforesaid); but so it was when the cause came on to be heard, and on which hearing the decree aforesaid against your Orator was pronounced, these affidavits with the bonds Receipts &c annexed to them could not be produced by the then Clerk (the Clerk to which they were delivered being dead), nor could the Clerk account for them; notwithstanding which the Court refused to Continue the Cause tho' pressed so to do by your Orators Counsel (your Orator not being at Court at the time of trial); by which means your Orator was deprived of the benefit of his Testimony so taken as aforesaid and no opportunity was furnished him of retaking his said affidavits. That since the decree aforesaid against your Orator was pronounced, the said affidavits have been found by the Clerk, and they with the exhibits which are annexed to your Orators Bill of Review against the said Jane dowr as aforesaid No 1, ~~and also the~~ No 2 ~~which they now offered and to your Worships~~ and are again referred to and in that case are marked No 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. and prayed to be taken as part of this his Bill. your Orator charges that these affidavits support fully the Equity of his said Bill, and that if they had not been so misteriously lost or mislaid the Court would not have pronounced the decree aforesaid: that altho' your Orator at the hearing was fully apprized that the persons whose affidavits he had taken were able to give evidence beneficial to him: yet as he was deprived by a circumstance the like whereof was perhaps never before known, without his default: and as it was not allowed him to supply the loss by retaking the said affidavits, your Orator conceives himself to be entitled to have the said decree reversed in the same way and manner, as he would have been entitled had he discovered the Testimony since the said decree was pronounced: — your Orator begs leave further to state, that there is manifest error in the said decree appearing on the face of it, first

No 23.

No 23. Forthcoming bond

Know all men by these presents, that we Josiah Nick late Sheriff and Jesse Browne, are held and firmly bound unto Jane Westbrook admx of Person Westbrook, in the just and full sum of eighty eight dollars and fifty four cents; to be paid to the said Jane Westbrook admx of Person Westbrook her certain attorney, her heirs, executors, administrators or assigns; to the which payment, well and truly to be made we bind ourselves, jointly and severally, and each of our joint and several heirs executors, and administrators, firmly by these presents; Sealed with our seals, and dated this 30th day of August, one thousand eight hundred and four.

The condition of the above obligation is such, that whereas Jane Westbrook admx of Person Westbrook hath sued out of the County Court of Southampton, a Writ of Fieri Facias against the estate of Josiah Nick late Sheriff, for the sum of forty four dollars and twenty seven cents, including interest, costs and Sheriffs commissions, which Writ hath been duly executed by John Barnes Deputy Shff of Robert Goodwyn Sheriff of the County of Southampton on the following property, towit, one Negro Woman — and the said Josiah Nick being desirous of keeping the aforesaid property in his possession until the day of sale of the same, hath tendered the above bound Jesse Browne as security for the forthcoming and delivery of the said property at the place and on the day of sale, agreeable to Law. Now if the said Josiah Nick and Jesse Browne or either of them, do and shall deliver the aforesaid property to the said John Barnes or some other deputy of Robert Goodwyn Sheriff as aforesaid, at the Courthouse in the said County of Southampton on the twenty Seventh day of September 1804, then and there to be disposed of according to Law, for the discharge of the said Writ of Fieri Facias, then this and in that case, the above obligation to be void, or else to remain in full force and Virtue.

Signed Sealed & delivered in the presence of — Henry Barker

J. Nick (Seal)

J. Browne (Seal)

A true Copy
Teste Sam. Wallace

Copy Forthcoming bond N°. 23.

1023

~~N°25~~ ~~N°25 to 48.~~

D. Vick &c

to N°. 23

Jane Mc. Westbrooke &c

Copy forthcoming Bond

dated 30th. Aug.t 1804.

44 $ 27 Cents

~~N°25~~

Belongs to Bill of exception N°. 2.

Mem.o This is the case for fine &c for not returning exon vs Jn.o Cotton Dem.t Cotton Exr. of Herbert Cotton their bail on £6. 18. 10½

Attn.o fine	22. 20
Costs motion	4. 64
Costs Injunction	14. 73
Sheriffs Com.s	41. 57
	2. 07
Forthcoming bond	43. 64
	63
	44. 27

A Copy Notice on forthcoming bond N°. 24

N°. 24. Messrs. Josiah Vick late Sheriff and Jesse Brawner

Take notice that I shall by my attorney on the first day of

N°24. the Court to be holden for Southampton in the month of October

1804 move the Justices of said Court then sitting to award

to me a writ or writs of execution against you on the forthcom-

-ing and delivery bond executed by you to me bearing date the

30th. day of August 1804 in the Penalty of eighty eight dol.

and fifty four Cents with a Condition thereto annexed, to be void

upon the delivery of Certain property on the day and place of

Sale in the said Condition particularly described and mention.

Which said property had been seized by John Banks D. Sh. R.

Goodwyn Sheriff of the County of Southampton by Virtue of a

Writ of Fieri Facias Which Issued from the Court of Sd. Cou.

in my behalf against the goods and Chattles of you the said Josiah

Vick late Sheriff directed to the said Sheriff, and which said

Fieri Facias amounts to Forty four dollars and 27 cents incre-

-ding Interest, Costs and Sheriffs Commissions, the said bond

being forfeited by the failure of you, and each of you to deli-

-ver the said property according to the said Condition on

1804 October 1st.

Jane Westbrooke admx. &c Poser

Copy Notice on forthcoming bond No. 24.-

Copy Motion on forthcoming bond & Judgment No. 25

No. 25 Southampton Set.

At a Court held for the County of Southampton the 15th day of October 1864

Jesse Westbrooke adm.r of Person Westbrooke dec.d Pltff

Against

Josiah Vick. Deft.

Upon a bond for the forthcoming property &c.

This day came the plaintiff by his attorney, and the defendant having been legal notice of this motion as solemnly called and not appearing, therefore it is considered by the Court that the plaintiff have execution against him for Eighty eight dollars and fifty four Cents and her Costs by her in this behalf expended and the defendant in mercy &c. But this judgment is to be discharged by the payment of forty four dollars and twenty seven Cents with Interest thereon to be computed after the rate of 6 per Centum per annum from the 30th day of September 1864 till paid.

Whereupon the said Josiah Vick moved the Court to quash the aforesaid judgment, stating to the Court that the writs were improperly given, the motion was overruled to which opinion the said Josiah Vick excepted and prays this his bill of exceptions which were signed and sealed by the Court, which said bill of exceptions follow in these words (to wit) — In this cause it appearing

Copy Notice on forthcoming bond No. 24.-

Be it remembered that Suit in this cause was brought before the Justices of the County Court of Southampton at the House of Josiah Vick in said County on the 15th day of October 1864 by Jesse Westbrooke Admr. of Person Westbrooke dec.d against Josiah Vick for the sum of Eighty eight dollars and fifty four Cents with Interest thereon to be computed after the rate of 6 per Centum per annum from the 30th day of September 1864 till paid. Upon the Motion of the said Jesse Westbrooke Admr. aforesaid by his Attorney and upon the Affidavit of Thomas Vick Jr. made before Thomas Vick Esqr. one of the Justices of the Peace for said County on the 15th day of October 1864 that the said Josiah Vick was indebted to the said Jesse Westbrooke Admr. aforesaid in the sum of Eighty eight dollars and fifty four Cents with Interest thereon to be computed after the rate of 6 per Centum per annum from the 30th day of September 1864 till paid. And upon the Motion of the said Jesse Westbrooke Admr. aforesaid by his Attorney and upon the Affidavit of Thomas Vick Jr. made before Thomas Vick Esqr. one of the Justices of the Peace for said County on the 15th day of October 1864 that the said Josiah Vick was indebted to the said Jesse Westbrooke Admr. aforesaid in the sum of Eighty eight dollars and fifty four Cents with Interest thereon to be computed after the rate of 6 per Centum per annum from the 30th day of September 1864 till paid.

Copy Notice on forth coming bond No. 24.

[illegible] Court held for the County of Southampton on the 15th day of October 1864

Present [illegible]

[illegible] Esqrs

[illegible]

Upon the motion of Josiah Nick the defendant in the Notice mentioned by his Counsel this day made known to the Court that he intends to move the Court to quash the Judgment mentioned in the Notice and to arrest the same for the reasons appearing in the Record and proceedings in the said Cause and the Court being of opinion that the said Motion ought not to be heard at this time, doth refuse to hear the same.

Copy Motion on forth coming bond & Judgment No. 25

No. 25 Southampton Set.

At a Court held for the County of Southampton the 15th day of October 1864

Jesse Westbrooke adm. of Person Westbrooke dec'd. Pltff

Against

Josiah Nick. Deft

Upon a bond for the forth coming of property &c.

This day came the plaintiff by his attorney, and the defendant having been legal notice of this motion as is solemnly called and not appearing, therefore it is considered by the Court that the plaintiff have execution against him for Eighty eight dollars and fifty four Cents and his Costs by him in this behalf expended and the defendant in Mercy &c But this judgment is to be discharged by the payment of forty four dollars and twenty seven Cents with Interest thereon to be computed after the rate of 6 per Centum per annum from the 30th day of September 1864 till paid.

Whereupon the said Josiah Nick moved the Court to quash the aforesaid judgment, stating to the Court that the Notices were improperly given, the motion was overruled to which opinion the said Josiah Nick tendered to the said Court his bill of exceptions which were signed and sealed by the Court, which said bill of exceptions follow in these words (to wit) — In two cases clear of the one, wherein the said Nick moved to the Court to quash a

" Judgment on a forth coming bond in which he the said Vick
" had returned to the sheriff or his deputy Dempsy Douglas a
" supersedeas to stay proceedings in that particular case —
" Motion to quash the notices in the aforesaid two Cases on
" Judgments on forthcoming bonds — Be it remembered that
" on hearing of the said motions the defendant by his attorney
" moved the court to rescind the judgments on the said forth
" coming bonds which had been rendered because the sheriff
" had levied executions on the property of the said Vick in
" both cases on the 30th day of August last, alledging and
" proving to the satisfaction of the Court that the said executions
" were returnable to September Court last which happened
" on the 1st day of the same month, and also proving to the
" satisfaction of the Court that the sale of the property of
" the said Vick taken under the said executions was appointed
" on the 27th day of the said month (September) that it was
" also proven to the court to their satisfaction that the said Sff.
" had not returned a true state of the Cases that he had
" levied the said executions on the property of said Vick at
" the return day of the said executions, but that he the
" Sheriff did not return the said forth coming bonds
" the notices thereon until October Court 1804 one
" after the return day of the said executions nor had he
" said Sheriff taken out any other executions whatsoever
" in the said Cases, which said motion the Court
" unanimously rejected to which opinion of

" the Court the said Complainant by his attorney excepts
" and prays that this his bill of exceptions may be signed
" and sealed by the Court

Wm. Blount
Jno Carl Darden
Wm Bowers
Charles Browne

Wm Kelly

No 25 - A Copy Motion on forthcoming bond & Judgement thereupon

Westbrook adm.t
vs
Jo. Vick } Copy Judgt.
on forthcoming bond
obtained 15th October
1804 - for 448 27/95
Costs - with exceptions to the Opinion
of the Court —

Fo 1.64 Costs motion
Shf. .50
L. 2.50
4.64 is 4.64
9.73 } costs Injc
Law 5.00 }
14.73 is 14.73
19.37

Remand Fine v. Sin . . $ 22.20
Costs within as above stated 14.73
Costs of Motion for Fine above 30.93
Sheriffs Commissions . 4.64
Forthcoming bond . . 41.57
Fine to hand August 11th 1804 2.07
43.64
$ 44.27
U.S. Sheriff of Rockingham Shff
Amount Judgment . . $ 22.20
Costs 15.37
41.57
Sheriffs Commissions 2.07
delivery bond . . . 43.64
$ 44.27
Executed on Angus Norman & a delivery bond to Foster J. U.S. Dist. of N.H.
& Copy Test Sam Kelley C

No 22-
Bill No 2.
Westbrook
vs
Vick } Fifa

September 1804
Mem.d by Jo Vick, this is a Copy of an exon that issued agnst him, after dissolution on an injunction, Vick vs Westbrook, for a fine forfeiting to return her exon vs John Cotton, Dr Henry Cotton Exrs & Herbert Cotton their bail, which exon issued on the 26th of October 1796 returnable to Jany Court 1797, which fine was imposed on the 4th May 1800 at 2% per Cent per Month on 26.18.10% from Jany Ct 1797 to May Court 1800 being 39 M 4 M 10 D 2 D & 20 Cts & 4 dol 44 Cts Costs of Motion also for dissolution injunction & Costs

first in this, that the Court have dissolved the Injunction Obtained by your Orator, when it is clear from the Testamony and Ex. it ought to have been perpetuated, Secondly in this, that the Court in and by the said decree have ordered & directed your Complainant to pay to the defendant, Jane, a Sum of money over and above her Costs; Thirdly in this, that the Court in and by the said decree have Ordered that the Complainant your Orator pay to the said Jane, two & a half per Cent per month on £6.18.10 from January Court 1797 to the 6th of May 1800, amounting as to the said Fine to the sum of $ 22,20 Cts & Costs of $ 4,64 Cts and at the same time have dissolved the Injunction, thereby Authorizing the said Jane to proceed at Law on her said Judgment for Fine, and also on the said decree, for the same debt or claim, thereby giving the said Jane a double satisfaction - when if there had been no Equity in your Orators said Bill, or if the facts had all been denied by the answer, and not supported on the part of the plaintiff by evidence, the most the Court could have Equitably done, would have been to dismiss the said Bill with Costs after dissolving the Injunction: Fourthly in this, that the said decree is uncertain as no precise time is limited when the said 2½ per Cent per Month on the said Sum of £6.18.10 is to commence — Your Orator therefore charges that for the several errors aforesaid he is entitled, and has right in Equity to have the said decree reviewed, reversed and Annulled: And your Orator begs leave further to shew, that since the decree aforesaid was pronounced, the said Jane has sued out an execution thereon including therein her said Judgment at Common Law for the Fine aforesaid & Costs, which execution bears date the 23rd day of July 1804, and for a greater Certainty, a Copy thereof is hereto annexed & referred to as part of this Bill & is numbered N.22

And from the necessity of the case, and with a view to delay the proceedings thereon, until an application could be made to your honships to review the said decree, a forthcoming bond was entered into by your Orator, whereof a Copy is annexed and referred to N.23 - On which bond under Notice from the said Jane N.24 a Judgment was obtained against your Orator in this Court on motion on the 5th day of October 1804, a Copy of which Judgment is hereto annexed & referred to N.25, and an execution issued thereon bearing date on the 20th day of October 1804 amounting including the Fine aforesaid of $22.20 & the Costs of that Motion of $4.64 and the Costs of the Injunction aforesaid

N.22.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, greeting:

YOU are hereby commanded, that of the goods and chattels of Josiah Vick late Sheriff

in your bailiwick, you cause to be made twenty two dollars and twenty Cents Also 4 dollars and 64 Cents Costs of motion for fine — which Jane Westbrooke admx. Person

lately in our said county court of Southampton hath recovered ag.t him also 14 dollars and 73 Cents as a fine for not returning an execution ag.t John and Drury Cotton & Benjn. Butler their bail — an as for costs of dissolution of Inj.t — & Benjn. Butler for costs of said motion

whereof he is convict, as appears to us of record; and that you have the same before the justices of our said court of Southampton at the courthouse of the said county, on the 3rd monday in September next, to render unto the said Westbrooke of the fine and costs aforesaid. And have then there this writ. Witness J. Wells — Clerk of our said Court, the 23rd day of July 1804 in the 29th Year of the Commonwealth.

A True Copy Teste Sam.l Wells C.C.

Sam.l Wells C.C.

of $14.73 Cents, & Sheriffs commissions, to the sum of $44.27 Cents now becoming principal, with interest thereon at 6 per Cent. from the 30th. day of August 1804 till paid, and Costs of Motion on the said Forthcoming bond of $ 54 Cents, a Copy of which execution is annexed & referred to No. 26 which execution was dated before the day of Sale, and a Venditioni Exponas issued thereupon dated on the 22nd. day of November 1804 for the said sum of $44.27 — Cents with interest thereon from the 30th. day of August 1804 till paid, at 6 per centum, and $6.15 Cents Costs: that your Orator has paid and discharged the said execution & Venditioni Exponas as will fully appear by the Sheriffs return thereupon, a copy of which Venditioni Exponas is hereto annexed & referred to No. 27 — amounting to the sum of $53.97 Cents in the whole; to which your Orator again refers your Worships, as well as to a Copy of the said Forthcoming bond, Notice thereon, Judgment thereupon, and execution, and all other documents herein before mentioned as part of this his Bill marked and numbered as before mentioned: and your Orator begs leave further to shew that, the said Jane may, whenever she thinks proper sue out an execution against your Orator on her Judgm.t at Law obtained on the 14th Day of May 1805 aforesaid, for a fine for not returning her execution aforesaid against the said John Cotton Drewry Cotton Sen.r & Herbert Cotton their bail, altho' the same has been paid her by being included in the decree aforesaid and execution thereup; and therefore this Court ought according to the principles of Equity to restrain her from doing so by an Injunction; but now so it is may it please the Court, that the said Jane adm.x as aforesaid triumphing in the success she has met with, in a Contest where, (altho' in a Court of Equity) She has had to break down the most substancial principles of Equity, combining with divers persons unknown, how to injure and oppress your Orator, refuses to return the money so made by the execution of Venditioni Exponas which issued in virtue of a Judgment obtained on the forthcoming bond aforesaid, which She has received and will not release her Judgment at Law for the fine aforesaid, but holds the power of issuing her execution on her said Judgment at Law which She will not resign.

all of which is Contrary to Equity and good Conscience, and tends to the oppression of your Orator. In tender Consideration whereof

No. 26.

Pentecost
Vick } Fifa. on
} F. C.B

Fi. Fa. Nov. 1804
for 44$ 27 Cents 50 Costs
No Sec.y to be taken

Mead C

A true Copy

Sam.l Mead C

(No Sec.y)

1805 Nov.r 20th. I do hereby certify this to be a true Copy of an Execution now in my hands, & that I have levied on the Property of the within named Vick for the sum therein mentioned

Tim.o Barnes D.y

Robt. Goodwin Sh.ff

N°26. A Copy of Execution on Judgment on forthcoming bond N°26.

The Commonwealth of Virginia,

To the Sheriff of Southampton *County greeting:*

WE command you, that of the goods and chattels of Josiah Vick and Isaac Brown late in your bailiwick, you cause to be made forty four dollars and twenty seven Cents and Int. at 6 p.c. from the 30th day of August 1804 till paid which Jane Westbrooke adm.x Persan Westbrooke late in our county court, held at the court-house of the said county, hath recovered against them by motion on P. Bond also 5 dollars & 37 Cents which to the said Westbrooke in the same court, were adjudged for her costs by her in that behalf expended; whereof they are convicted, as appears to us of record; and that you have the same before the justices of our said court, on the 3d Monday in November next to render to the said Westbrooke of the debt and costs aforesaid. And have then there this writ. Witness Sam.l Kello clerk of the said court, this 20th day of October 1804 in the 29th year of the commonwealth.

Sam.l Kello

Westbrooke adm.x
on } Bond
Vick } 44 dollars

N°27. 7th Dec.r 1804
No Sec.y to be taken

1804 Nov.r 2nd came to hand
J. Brown D.S
R. Goodwyn D.S

Commt. of Exon. on motion Bond & int. from 2nd Monday in Nov.r 1804 Cost & Comms. $12.46
Attendance & Cats 53,37

Sheriffs
J. Brown D.S
P. Easter D.S
Clk's fees
Sam.l Kello

No 27 — A Copy of Venditioni Expon as issuing after first exon for forthcoming bonds.

The Commonwealth of Virginia to the Sheriff of

Southampton County, greeting.

WE command you to expose to sale those Goods and Chattels of Josiah Vick and Jesse Browne

which according to our command you have taken, and which remain in your hands unsold, as you have certified to the Justices of our County Court of Southampton, to satisfy

Jane Westbrooke admr Person Westbrooke.

the Sum of forty four dollars and sixty seven cents and Int. at 6 pr ct. from 30th day of August 1806 till paid also six dollars & 15 cents for her costs

whereof in our said Court she hath recovered execution against the said Vick and Browne by virtue of a judgment in the said Court, and that you have the same before the Justices of our said Court, at the Court House on the third Monday in December — next, to render to the said Westbrooke the Sum aforesaid. And have then there this Writ.

Witness SAMUEL KELLO, Clerk of our said Court, at the Court-house, the 22nd day of Novemb 1806 and in the 29th Year of our Foundation.

Sam Kello

(page 7)

whereof and for as much as your Orator can only be relieved in Equity to the end therefore that the said Jane as administratrix aforesaid may full, true, and perfect answer make on her Corporal Oath to all and singular the premises aforesaid, as fully and distinctly as if the same were repeated, and she thereto particularly interrogated; especially for her to say on her Corporal Oath, whether she did not through the hands of her brother William Simmons convey unto Robert Goodwyn her Attorneys receipt; (Francis Hills), given by him to her for the bonds (torn) the said John Cotton and Dremy Cotton Senr. bond; Dremy Cotton Junr & Dremy Cotton Senr. bond; and Dremy Cotton Senr & Thomas Pond's bond; to institute suits on in this County Court on her behalf as administratrix as aforesaid, with a request to the said Goodwyn to call on your Orator as Sheriff as aforesaid, and in virtue of said receipts to adjust and settle all such proceedings on each of these several cases as had come into your Orators hands whilst he acted as Sheriff of this County aforesaid; and whether she did not thereupon fully authorize the said Goodwyn her Legal Agent for that particular purpose; and whether this Authority was not given by her to the said Goodwyn some considerable time before ever she had moved this Court for Judgment for fines against your Orator, for not returning her execution against John Cotton Dremy Cotton Senr. and Herbert Cotton their bail as mentioned and before stated in this Bill; and also before she had moved this Court for Judgment for fine against your Orator for not returning her execution against Dremy Cotton Junr. Dremy Cotton Senr. and John Cotton their bail, as is mentioned and stated in your Orators Bill of Review No 1 before presented to this Worshipful Court; and finally whether she did not look upon the said Goodwyn as her only friend & Agent to settle and adjust these several Cases with your Orator from about June 1797 to not long before she motioned this Worshipful for fines against your Orator aforesaid at May Court 1800, and whether about this time she did not withdraw the powers of her said Agent and not before; And your Orator prays that your Worships will enjoin the said Jane from proceeding on her said Judgment for the fine aforesaid; that your Worships will review, reverse, and annull the decree aforesaid, set aside all the process and proceedings since the pronouncing the said decree had, and finally decree an Account to be made up between your Orator and the said Jane whether she be considered in these transactions

No 2.

(page 8.)

transactions as standing individually or as administratrix aforesaid; upon making up of which account charging therein also, as well the money paid under the execution of Vendition Exponas as aforesaid, as the several claims before mentioned against the said Lane; and your Orator further prays that your Worships will decree that the said Lane either individually or as admx as aforesaid pay to your Orator what may be found justly due to him with interest; That your Worships will either consider the said affidavits as evidence, or permit him to retake the affidavits of his witnesses; and that such further and other relief be afforded your Orator as Justice & Equity demands

May it please &c

Southampton County (to wit)

This day Josiah Vick personally came before me, a magistrate for the Co. County, and made Oath to the truth of the allegations contained in the foregoing Bill so far as comes within his knowledge; and as to such matters as relates to the knowledge of others he believes to be true. Given under my hand this 25th day of July — 1810 — 1810

Henry Blow J.P.

No 2.

Vick &c
vs
Bill & Answer
Lane Admr &c.

Filed

Mem.d This Case to be set for hearing on Motion for Injunction & execution against Wm Cotton & Henry Cotton Sen.r & Herbert Cotton Jun.r on Wednesday the 8th Inst

June 23 1810 Rec.d Copy of Bill & Summons granted for Wm & Herbert

(No 16)

Robt Goodwyns
dep.

To this affidavit are annexed
documents No 4, 5, 6, 7, 8,
9, 10,

9/8/1

The deposition of Robert Goodwyn (of full age) who being first sworn on the Holy Evangelists of almighty God deposeth & says, that some time prior to June in the year 1797, William Simmons applied to this deponent to take into his hands a receipt of Francis Hill's for certain bonds whereon Suits had been brought by him & Judgments obtained in favor of Jane Westbrook adm.x &c. of persons Westbrook died against certain persons, (towit) On a bond due by John Cotton & Drewry Cotton Sen.r — On a bond due by Drewry Cotton Jr. & Drewry Cotton Sen.r, & on a bond due by Thomas Pond & Drewry Cotton Sen.r; in Order to get this deponent to settle them in behalf of the said Jane Westbrook adm.x as afores.; with Josiah Vick former Sheriff of Southampton County, that this deponent in June 1797 made application to the said Francis Hill to know in what situation the business stood, who readily went with this deponent to the House of the S.d Comp.t, and the said Comp.t upon examination of his Sheriff books found that part of the money under the executions issuing in virtue of the said Judgments had been received, but that as to a general State of the business, through indisposition & the inattention of his deputies he this Comp.t was then unable to report, but that as he this Comp.t had somewhat recovered his health he would enquire of his deputies & inform in- what a situation the business stood — W. Hill finding money in the hands of this Comp.t insisted

...on receiving his fees in the said Suits; at which time the said Comp.t by this deponents direction paid him the sum of forty five shillings for his fees in prosecuting the Suits aforesaid.— And this deponent further said that some time afterwards this Comp.t came to the House of this deponent in Order to adjust the whole business but in Consequence of this deponents papers (among which was the said receipt of Francis Hills) being in his desk from Home they could not proceed to any kind of adjustment; this deponent & the said Comp.t then agreed at some future day to meet at the Clerks Office & their with the aid of the Clerk, endeavor to ascertain the balance due of what monies had been received by the Comp.t or his deputies under the said executions, which was accordingly effected & the following further Credits allowed to the said Comp.t (to wit) the amount of Joshua Olders execution against the d.e Jane Westbrooks as adm.x of person Westbrook dec.d; several tickets against her in the same Capacity, and a balance due by Edwin Simmons to the said Comp.t which she had directed this deponent to allow— At that day the said Comp.t not being in a situation to make a final Close of the matter, he say to pay a balance that appeared due the said dep.t he Instituted a Suit against Wm & Edwin Simmons excors of Wm Jones dec.d, saying that he had all along expected that debt to be discounted in the same way, and that in case the said dep.t would yet discount it, he would stop the said Action— a few days afterwards this

No. 4.

1795

Joshua Olders — pff

Versus

Jane Westbrooke adm.x Person Westbrooke dec.d Def.t

In Case

Judg.t and execution (ipsued) for Seven pounds nine shillings and three pence also Seven dollars and thirty eight cents

Pd the Sheriff 28

This Execution ipsued in March 1795 was returnable to June fo

debt	£7.9.3		
738 Cents	2.4.3	9.13.6	
Sh.ff's Commissions & costs of this execn	.14.2		
	£10.7.8		

1795 Aug.t paid to Rich.d Yarbrough see his depo sion annexed ... £6.1.6

Retained in my hands against Olders see his ... 3.12.0

9.13.6

(No 44)

J Oldnen

vs

J Westbrooke ad. Pers. dec.

this deponent was present when one of John Urquhart's deputies cited the said Wm Simmons with the said Writ; when the said Wm Simmons agreed to settle the matter with the said Jane Westbrook in the same way — all the actings & doings of the whole of this business by this deponent in behalf of the said dep.t (without fee or reward) were such as tho' she had been his sister. — This deponent further saith that the said Comp.t always shewed a real wish to adjust the whole of this matter. & further saith not. —

Robt Goodwyn

Southampton July 20th 1809.
This day Robert Goodwyn personally appeared before me a magistrate of the said County & made Oath to the Truth of the foregoing dep.

Geo Gurley J P

Mem.: Sums discounted with Capt Goodwyn as stated in the foregoing dep.t

paid to Francis Hele £2.5.0
amt of Joshua Oldnen's exon 10.7.8
amt of Saml Kello's tickets 1024 & 52 Dls. 3.4.6¾
amt of Josiah Vicks ticket 65 Cents . 1.19.0½
amt of Edwin Simmons amt to Bolrick . 2.9.1½
£ 20.5.4½
discounted thro Wm & Edwin Simmons exors of Jones, since discounts with Capt Goodwyn 4.1.8
discounted also thro Wm Simmons . . 2.8.0
£ 26.15.0¾
thro Mason Simmons 10.6
£ 27.5.6¾

— money made under her exon vs Jno Cotton & Drewry Cotton dec.d . . . £19.17.2½
— do on her exon vs Drewry Cotton & Drewry Cotton dec.d . . . 7.4.0
£ 27.1.2½

Subpoena to Rejoin

Ex. Simmons

at the suit in Ch. Cy.

Vick vs Lane Westbrook

No. 17.

The deposition of Edwin Simmons (of full age) in behalf of Josiah Vick Compt. at the suit of Jane Westbrook adm.x &c. of Jesse Westbrook decd. in Chancery, depending & undetermined in the County Court of Southampton, Who being first sworn on the Holy Evangelists of almighty God deposeth & says, that the said Josiah Vick about the ——— day of October 1799 ——— instituted a suit against this deponent and William Simmons as executors of William Jones deceased, for the recovery of a Certain sum of money due by bond of the said Jones, which he believes as to the principal & interest amounted to about four pounds; That previous to the institution of this suit, for some time, this deponant had understood, & all along thoroughly believed, that the amount of the said bond, was to be discounted by the said Jane Westbrook, into claims she had against the said Vick, on account of money made by him in Virtue of sundry executions in her favor, that came into his hands whilst acting as Sheriff of the said County, against the Cottons; That soon after the Sheriff had informed them of the Writ upon which the s.d action against the s.d deponant & the s.d William Simmons was founded, this deponant with Robert Goodwyn came to the said Compt. on the Courthouse ground, & that this deponant enquired of the said Compt. Why he had brought his said action, as he had for a long time fully understood, that the same was to be discounted through the said Jane Westbrook, (as she was indebted

Sworn to & subscribed before me

indebted to this deponent & the s.d William Simmons, and had agreed
to make such discount at any time; That this Compt. Replied,
that the said Jane Westbrook had or was about to move for
fines against him for failing to return her executions
against the Cottons, which had been kept up until a full
Settlement could take place between them, & that in
consequence of this her intention, he had brought his
action as aforesaid; That this deponent in Reply
answered the said Vicks, that he was thoroughly con-
vinced that the said Jane Westbrook had had full
knowledge of this intended discount, & always had
been, & he believed was still willing to make it at
any time; & that he did agree with this deponent
in case he would abate his said action, that the
same should, as well as the s.d Vicks claim upon
him in his private Capacity, of two pounds nine
shillings & one penny half penny, be actually dis-
counted with the said Jane Westbrook in manner
before mentioned, as had all along been understood
by all the said parties, and that the said Robert
Goodwyn at the same time observed that he was sure that the same
would answer, as he had himself long before when
he did the s.d Jane Westbrooks business, informed her
of these intended discounts, & that she was perfect-
ly willing to them when he mentioned it to her,
but that he had just before delivered up her papers
to her in these cases owing to some matters there-

No. 17.

as she had wished not. Consistent with his own Opinion,
That the said Compt. under these terms, agreed to abate
his said Action, & did abate the same accordingly,
as this deponent hath not heard any thing of his
further proceedings therein since. — and further this
deponent saith not. —

Edwin Simmons

Taken before me a Magistrate
of Southampton County at Jerusalem
this 6th day of June 1801. —

Robt. Goodwyn

(No 19)

Rich.d Yarbrough's
depo.
Vick vs Jane Westbrook

Mary Ann Howard
and Brunet & Burke
Defendants

The deposition of Francis Dill (of full age) in behalf of Josiah Vick Compt., at the suit of Jane Westbrook admix. &c. of person Westbrook dec.d in Chancery, depending & undetermined in the County Court of Southampton, who being first Sworn on the Holy Evangelists of Almighty God deposeth & says that, in the month of June in the year 1797 he this deponent with Robert Goodwyn came to the s.d Compt. on the Court house ground and that the s.d Robert Goodwyn requested in the name of the s.d Jane Westbrook that the said Compt. should pay him this dep.t his fees for prosecuting three suits at Common law in favor of the said Jane Westbrook adm.x &c. as aforesaid against John Cotton & Drewry Cotton Sen.r & against Drewry Cotton Sen.r Security for Tho.s Lond, & against Drewry Cotton Jr. & Drewry Cotton Sen.r in the s.d County Court; and that the said Compt. did immediately in the presence of the said Robert Goodwyn pay this dep.t the sum of two pounds five shillings for his fees as aforesaid; and that this dep.t fully understood that the said Robert Goodwyn was then acting for & authorized by the s.d Jane West brook to have this matter settled as aforesaid; and that the same was to go in part of the money made under her executions against the

the said Cottons, which had been issued on Judgments obtained in the said Actions, & been in the hands of the said Comp.t as Sheriff of the said County, or into the hand of some one of his deputies, and that the payment of the money as aforesaid was to discharge the said Comp.t of so much: And further this deponent saith not.

Southampton ss.
This day personally came before me Francis Hill & made Oath to the truth of the foregoing deposition. Given under my hand June 18.th 1801.

Fr.s Hill

Rob.t Goodwyn

(N.o 18)
Francis Hills
dep.o
Vick vs L. Westbrook

The deposition of Richard Yarbrough (of full age) in behalf of Josiah Vick Comp.t at the suit of Lane Westbrook adm.r &.c of person Westbrook dec.d in Chancery, depending & undetermined in the County Court of Southampton. Who being first sworne on the Holy Evangelists of almighty God deposeth & says that in the month of August in the year 1795 this deponent under virtue of Joshua Oldner's Order applied to the said Comp.t who then acted as Sheriff for the said County, for the monies made under the said Oldner's execution issuing from the Office of the said County, against the said Lane Westbrook adm.r &.c as aforesaid;— That this Comp.t as Sheriff as aforesaid then paid to this deponent the sum of six pounds one shilling & six pence, part of the amount of the said execution (the whole amount of the Judgment being nine pounds thirteen shillings & sixpence including the fees besides Compassions &.c), and that the s.d Comp.t then mentioned to this deponent that the sum then paid to him was the full amount of the money due to the said Oldner of the said execution, as he the said Comp.t had applied the balance retained in his hands, to the credit of the said Oldner for fees due the said Comp.t for services rendered him the said Oldner by the s.d Comp.t as Sheriff of the said County, and further this deponent saith not. R.d Yarbrough

Southampton ss. This day personally came before Rich.d Yarbrough & made Oath to the truth of the above deposition — Given under my hand this 18.th June 1801.

Rob.t Goodwyn

No. 14.

No. 14. At a court of quarterly Session continued and held for the county of Southampton on the 22nd day of March 1804

Josiah Vick late Sheriff of Southampton Compl
agt
Jane Weithrooke admx of Person Weithrooke dec'd defdt

On an Injunction to stay proceedings of a judgment obtained by the defendant agt the complainant at common law for the fine of two and a half pr Cent pr Month on £7.11.4 from Janry court 1797 till the 19 day of May 1800 being the fine imposed by law for not returning an execution which issued from this court in favor of the defdt Jane Weithrooke admx vs Drewry Cotton sen Drewry Cotton sen & John Cotton Executors for their appearance

This cause this day came on to be heard on the bill of the complainant, answer of the defendant and arguments of Counsel on either side the Court on consideration thereupon doeth and order that the Injunction be dissolved and it is accordingly hereby dissolved (except as to forty five shillings part of the fine as to which sum this Injunction is made forever perpetual) and it is further decreed and ordered that the complainant pay to the defendant the fine aforesaid amounting to twenty five dollars and twenty cents and four dollars and 59/90 cents the costs of the motion for that fine (deducting therefrom the sum of forty five shillings) and her costs by her about her defence in this behalf sustained which are fourteen dollars & 73 cents

4.64

Test
Sam Hello C

N°14. A Copy of Dissolution Order &c N°14.

Wetherbees adx
vs Copy of Dissolution of Injc £7.11.4
Vick

the said cause came on to be heard on the Bill and Answer aforesaid, whereupon the said Court did decree, Order and Adjudge that the said Injunction be dissolved, except as to 45£ which appeared to the Court under verbal Testamony of the said Francis Dale, the said Janes Attorney, to have been paid to him by your Comp.t for prosecuting three suits at Common Law in favor of the said Jane as is before mentioned, and it was further decreed and Ordered that the Complainant, (your Orator), pay unto the defendant (Jane) two and a half per Cent per month on the said sum of £7.11.4 from the January Court 1797, till the 6th day of May 1800, amounting as to the said Jane against your Orator to the said sum of $25.20 Cents and $4.84 Cents Costs of the said Motion; together with her Costs in defending the said Injunction of $14.73 Cents, amounting in the whole to the sum of $44.97 Cents, a Copy of which Order and decree is hereunto annexed & is marked N°14 — to of which will more manifestly appear reference being had to the said Bill, answer, replication, rejoinder and decree, & other documents before mentioned, now remaining of Record in this worshipfull Court, all of which are prayed to be considered and taken as part of this Bill —

And your Orator begs leave further to State to your Worships, that he had taken sundry affidavits, which are marked N°15, 16, 17, 18 & 19, and annexed to them your Orators documents or exhibits for his claim against the said Jane as aforesaid, towit, a copy of Oldners execution; Receipts; Clerks & Sheriffs Tickets, Accounts, &c as aforesaid, by which all the allegations of, in, his said Bill, were fully and substancially supported: That they were agreed to be read as evidence on the trial of the said Injunction, which would have obviated any objection or possibility of objection to their being read.

That the said affidavits were delivered to the Clerk of this Court to be filed amongst the papers, and they were filed as your Orator has every just cause to believe, but so it was, that when the said cause came on to be heard as before mentioned, they were not among the papers, nor could they, or either of them be found or accounted for by the then Clerk, (The Clerk to whom they were given being dead) Notwithstanding which, this Complainant by his Counsel, (for he was not at Court himself), could not obtain a Continuance of the said cause, altho' it was prayed upon the Court in Order that your Orator might have an opportunity of recovering his affidavits aforesaid, which was so mysteriously lost or some how or other mislaid, or to retake the affidavits of his Witnesses: That since the hearing and decree aforesaid was pronounced, the said affidavits were found by the Clerk, and your Orator having obtained them from him, now refers your

Worships

worships to them with the several documents to them affixed, and prays that they may be taken and Considered as part of this his Bill: That at the it was known to your Orator what each of the persons could depose whose affidavits are herein referred to, at the time of the trial aforesaid, yet as he was deprived of the use and benefit of these affidavits and documents aforesaid, at the time of trial or hearing aforesaid, and that too without his default, and by a circumstance the like probably was never before heard of; and as it is evident on inspection of those affidavits and the documents or exhibits aforesaid, that the Equity of your Orators said Bill is fully and compleatly support, and that if they had been in Court and examined at the time of the hearing and dissolution of the Injunction aforesaid, the said Order and decree thereupon must have been in favor of the Complainant, (your Orator), he therefore conceives himself entitled in Justice and Equity, to have the said decree Reviewed in the same manner as he would have been entitled had he discovered the evidence since the said decree was pronounced: your Orator begs leave to State that, their is manifest error in the said decree appearing on the face of it. First in this, that the Court have dissolved the Injunction obtained by your Orator except as to 45£, when it is clear that the Injunction ought to have been perpetuated; secondly in this, that the Court in, and by, the said decree, have Ordered and directed the Compt. (your Orator), to pay to the defendant, (Lane), a sum of money over and above her costs; thirdly in this, that the Court in and by the said decree, have Ordered that the Complainant should pay to the said Lane 2½ per Cent per month on the said sum of £11. 4 from January Court 1797 to the 19th day of May 1800, and at the same time dissolved the Injunction except as to 45£, thereby Authorizing the said Lane to proceed at Common Law on her said Judgment for Sine, and also on the said decree for the same sum, debt or claim, except as to 45£ aforesaid, giving her a double satisfaction, when even if there had been no Equity in the said Bill, or if the facts were all denied by the answer, and not supported on the part of the plaintiff by evidence, the most the Court could have Equitably done, would have been to dismiss the Bill with Costs after dissolving the Injunction: Fourthly in this, that the decree aforesaid is uncertain, as no precise time is limited when the 2½ per Cent per month is to commence; and Lastly in this, that altho' the sum of 45£ were allowed to your Orator as a discount, yet it was not deducted from the amount of the said Lanes execution against the said Cottons, and which was assumed by your Orator as aforesaid, but from the

No. 21.

The Commonwealth of Virginia to the Sheriff of Southampton County greeting; you are hereby commanded, that of the goods and chattels of Josiah Beck, late sheriff, in your bailiwick you cause to be made twenty five dollars & twenty cents which Jane Westbrooke admx. of Parson Westbrooke late by in our said County Court of Southampton hath recovered against him by motion for a fine for not returning an execution against Drewry Cotton Junr. Drewry Cotton Senr. & Jno. Cotton their bail also four dollars and sixty four cents, costs of motion, and fourteen dollars and seventy three cents for Costs of injunction, whereof he is convicted as appears to us of Record, and that you have the same before the justices of our said Court of Southampton at the Court house of the said County, on the third Monday in September next, to render unto the said Jane Westbrooke of the fine and Costs aforesaid. and have then there this writ Witness Sam'l Kello clerk of our said Court the twenty third day of July 1804 in the 29th Year of the Commonwealth

Sam'l Kello

N.o 21.

N.o 21. This execution issued formerly on a motion for a fieri facias returning an execution Westbrooke against Drewry Cotton Jun.r Drewry Cotton Sen.r and John Cotton their bail of 2½ per Cent per Month on £ 7.. 11.. 4 for 3 years & 4 months - and now issues on a dissolution of an injunction Nich.s Westbrooke which was heard on the bill and answer at March Court 1804 on consideration whereof it was decreed and ordered that the same be dissolved (except as to forty five Shillings) with costs.

Sum.l Cur.t

1804 Augt. 15.th came to hand J.B. DS of P. Goodwyn Shff

Amount of judgment	$ 25.. 20	
Costs	9.. 37½	
	4.. 5	
Deduct endorsment	7.. 80	
	37.. 02½	
Sheriffs Commissions	1.. 85	
	38.. 92½	
Ex.d on a negro woman & delivery bond taken	63	see the other side
	$ 39.. 55	see the other side

J. Brown DS

P. Goodwyn Shff

A true Copy

Teste Sam.l Cur.t

the amount of the Fine recovered against your Orator as aforesaid which not only excluded & your Complainant from his Legal discount, but excluded him from the benefit of 2½ per Cent per Month on the said Sum of 45/ from the January Court 1797 to the 6th day of May 1800, and even from the common interest of that money from the 25th day of June 1799 the time it was paid to the said Francis to the time of the discount made out of the said Fine in or about Sept.r 1804 Stell her Attorney: And your Orator charges that for the several errors aforesaid he is entitled, and has right in Equity to have the said decree reviewed, reversed, and annulled: And your Orator begs leave further to shew, that since the decree aforesaid was pronounced, the said Jane has sued out an execution on the said decree, including therein also her Judgment at Law for the Fine aforesaid, except as to the said 45/, which execution bears date on the 23.rd day of July 1804, and for a greater certainty a Copy thereof is annexed & referred to N.o 21, which execution and all Costs after deducting the said 45/ amounts as to the balance to the Sum of $ 39.. 55 Cents; That this execution was levied upon your Orators property, and through the necessity of the case, and with a view to delay the proceedings until an application could be made to the Court to review the said decree, a forthcoming bond was entered into by your Orator, whereof a Copy is annexed & referred to marked N.o 22. That the said Jane under Notice on the said forthcoming bond, (a Copy of which Notice is marked N.o 23) obtained a Judgment against your Orator on the 15.th day of October 1804 in this Court by motion, a Copy of which Judgment is referred to and is marked N.o 24, and an execution issued thereupon dated on the 20th day of October 1804 for the said Sum of $ 39.. 55 Cents with 6 per Cent interest from the 30.th day of August 1804 title paid and 5 $ 54 Costs of Motion on said forthcoming bond, which last said execution was also levied by the Sheriff on the property of your Complainant, and run out of date before the day of sale. and a Venditioni Exponas issued for the said Sum of $ 39.. 55 Cts with interest thereon from the said 30.th day of August 1804 title paid at 6 per Cent, and $ 6.. 15 Cents Costs, the whole amounting with some additional Costs to the Sum of $ 48.. 37 Cents, Copies of which execution & execution of Venditioni Exponas are referred

referred to and are marked N.o 25 & 26. That your Orator has paid satisfied and discharged the said execution of Venditioni Exponas, and to prove the fact he refers to a Copy of the Sheriffs return thereupon; all of which he prays to be taken and received as part of this his Bill — your Orator Charges farther, that at this time the said Jane may whenever she thinks proper, sue out an execution on the said Judgment so Obtained at Common Law by motion on the said 16th day of May 1800 against your Orator, for the Sum aforesaid of $25.20 Cents & all Costs, for not returning her aforesaid execution against the said Cottons, and that therefore this Court ought to restrain her by Injunction; But now so it is may it please your Worships, that the said Jane Dow.x as aforesaid triumphing in the Success she has met with, in a Contest where, (altho' in a Court of Equity), she has had to break down the most substancial principles of Equity, Combining with Others unknown to your Orator, and will by no means return the money so made by the execution of Venditioni Exponas on the Forthcoming bond aforesaid, which she has received as aforesaid and will not release the said Judgment for the Sum aforesaid, but holds the power of issuing her execution for the same which she will not resign, all of which as aforesaid is Contrary to Equity and good Conscience and tends to the oppression of your Orator. In tender Consideration whereof, and for as much as your Orator can only be relieved in a Court of Equity; To the end therefore that the said Jane Dow.x as aforesaid, may full true and perfect answer make to all and Singular the premises aforesaid, as fully and distinctly as if the same were again repeated and she thereto on her Corporal Oath interrogated; And your Orator prays that your Worships will now injoin the said Jane from proceeding at Law on the Judgment she has so Obtained against him by motion for a fine for not returning her execution against the said Drewry Cotton Junr. Drewry Cotton Senr. and John Cotton their bail as aforesaid; That your Worships will review, reverse, and annull the decree aforesaid; set aside all the process and proceedings since the rendition of the decree had, and decree an Account to be made up between your Orator, and the said Jane, and finally, decree Whatsoever may be due your Orator; and also decree that the said Dow.x as aforesaid, repay to your Orator the aforesaid sum of $48.37 Cents with interest, so received by her under the execution of Venditioni Exponas issuing under the Forthcoming bond aforesaid

and

(N.º 22.)

N.º 22. Forthcoming Bond

Know all men by these presents, that we Josiah Vick late Sheriff and Jesse Browne are held and firmly bound unto Jam Westbrooke admx of Person in the just & full sum of Seventy nine dollars & ten cents to be paid to the said Jam Westbrooke admx of Person her certain attorney her heirs, executors, admrs or assigns to which payment well and truly to be made, we bind ourselves jointly and severally, and each of our joint and several heirs executors and admrs firmly by these presents, sealed with our seals and dated this 30th day of August 1804

The Condition of the above obligation is such that whereas Jam Westbrooke admx of Person hath sued out of the County Court of Southampton a writ of Fieri facias against the estate of Josiah Vick late Sheriff for the sum of Thirty nine dollars and ten cents exclusive interest, costs, and sheriffs commissions, which writ hath been duly executed by Jno Barns DS of Robt Goodwyn Sheriff of the County of Southampton on the following property (to wit) one negro woman — and the said Josiah Vick being desirous of keeping the aforesaid property in his possession until the day of the sale of the same hath procured the above bound Jesse Browne as security for the forthcoming & delivery of the said property at the place and on the day of sale agreeable to law, now if the said Josiah Vick and Jesse Browne or either of them, do and shall deliver the aforesaid property to the said Jno Barns or some other deputy of Robert Goodwyn Sheriff as aforesaid, at the court house in the said County of Southampton on the 25th day of September 1804. then and there to be disposed of according

to law, for the discharge of the said writ of Fieri facias, then, and in that case, the above obligation to be Void, or else to remain in full force & Virtue —

Signed Sealed & Delivered in presence of Henry Parker

F. Vesti. Seal
J. Browne Seal

A true Copy
Sam. Kello
Cl

Westbrooks exon.x Nº3.

Vicky vs Copy Judgment on Motion for fine

Mem.o This fine is 2½ per Cent per Month or £5.11.4 from Long Court 1799 to the 19th May 1800. Am.t fine £5.11.4 or 25 $20 Cents — — —

For not returning the exon vs Drewry Cotton Junr. Drewry Cotton Senr. & John Cotton Heir bail.

Nº3.

No. 2.

The Commonwealth of Virginia,

To the Sheriff of Southampton *County greeting:*

WE command you, that of the goods and chattels of Drewry Cotton Junr Drewry Cotton Senr and John Cotton their bail late in your bailiwick, you cause to be made eight pounds and two pence to be discharged by the payt of four pounds and one penny and Int. from December 17th 1793 till paid which Jane Westbrooke adm. of Person Westbrooke late in our county court, held at the court-house of the said county, hath recovered against them for debt; also, nine dollars and thirty eight Cents which to the said Westbrooke adm. in the same court, were adjudged for her costs by her in that behalf expended; whereof they are convicted, as appears to us of record; and that you have the same before the justices of our said court, on the second thursday in January next to render to the said Westbrooke adm. of the debt and costs aforesaid. And have then there this writ. Witness Sam. Hill clerk of the said court, this 26th day of October 1796 in the 21st year of the commonwealth.

Sam. Hill

A true Copy Teste Sam. Hill

Southampton May Court 1800.

Jane Westbrook adm. of Person Westbrook dec'd plff
against
Josiah Vick late Shff defr

Motion for the Fine imposed by Law for not returning an execution which issued from this Office in the name of the said plff against Drewry Cotton Senr Drewry Cotton Senr and John Cotton their bail, for eight pounds and two pence, to be discharged by the payment of four pounds and one penny with interest thereon from the 17th day of December 1793 till paid, and 9.38 Cents Costs, returnable to January Court in the year 1797; which said execution amounted debt, interest Costs to the sum of £7.11.4 —

This day came the plaintiff by her attorney and the defendant appearing to the Court that the defendant hath had legal Notice of this Motion; therefore it is considered by the Court, that the plaintiff recover of the defendant two and half per Cent per month on seven pounds eleven shillings and four pence from January Court 1797 till the 15th day of May 1800, being the Fine imposed by Law for not returning an execution which issued from this Office in the name of the plaintiff against Drewry Cotton Senr and John Cotton their bail, and her costs by her in this behalf expended which costs are 4.64 Cents.

$4.64

A Copy Teste Sam. Hill

Debt — Francis ... Robert Goodwyn ... £5.11.4
Interest from 1st Nov.r 1795 to Nov.r 1798 ... 2.16.3
9.38 Costs ... 1.0.0
£7.11.4

No 2

Westbrookes adm.x
&
Cotton & ux } Fi. fa.

To January 1797

Mem.d No Return was ever made on this execution — J Kello.d

Mem.d by J.O.Vick — This is the 3.d exon. that issued agnst Drewry Cotton Junr. Drewry Cotton Junr. & John Cotton their bail, & is the one on which a fine was imposed at May Court 16.th of the month 1800 for failing to return the Origin.l at 2½ per Cent per Month from January Court 1797 to May Court 1800. being 3 yrs & 4 Months on £7.11.4

(Page 1)

To the Worshipfull the Court of Southampton County Sitting in Chancery —

Humbly complaining sheweth to your Worships, your Orator Josiah Vick of the County of Southampton, that on the 15.th day of May in the year of our Lord 1800, your Orator Filed a Bill in this Worshipful Court, (a copy of which is Marked N.o 1.) against Jane Westbrook administratrix of Jerson Westbrook deceased, Stating, that the said Jane had whilst your Orator was Sheriff of the said County, sued out an Execution against Drewry Cotton Junr. Drewry Cotton Senr. and John Cotton their bail, for the sum of £8.0.2 to be discharged by the payment of four pounds and one penny with interest thereon from the 17.th day of december 1793 title paid, and $6.38 Cents Costs, Returnable to the January Court in the year 1797, which execution amounted with debt interest & Costs to the sum of Seven pounds four shillings besides Sheriffs Commissions; a Copy of which execution is annexed & Marked N.o 2: That at May Court 1800 held for the said County, on Motion of the said Jane, a Judgment was rendered against your Orator for two & a half per Cent per Month from January Court 1797 aforesaid, to the 15.th day of May 1800, on £7.11.4 the then amount of her said execution against the said Cottons of debt interest & Costs, which Sum against your Orator amounted to the sum of $25.20 Cents and 48 Cents Costs of said Motion; a Copy of which Judgment for the said Sum is annexed & Marked N.o 3 — That your Orator did not know the said execution of the said Jane, had issued until about June 1797, when Robert Goodwyn who was Agent for the said Jane, (and who then had in his possession Francis Hills her attorneys receipt for sundry bonds or Notes to bring Suits on, and amongst the rest the Note or bond on which her Origin.l Suit against the said Cottons was founded); applied to your Orator in Company with the said Francis Hill on the Subject of the said Janes execution against the said Cottons; whereon your Orator knowing that a former execution had issued for the same debt &c, but had been returned by one of your Orators deputies "not Levied for want of property Shewn by the plaintiff" yet as your Orator had received £5.14.0 after the return day of that execution, he readily promised the Agent aforesaid that he would Account with him for the whole debt interest & Costs: That your Orator then Shewed to the said Agent sundry claims he had against the said Jane as adm.x as aforesaid &c. and afterwards your Orator on Conference with the said Agent was informed by him that his claims were to be allowed him under the Consent of the said Jane, and were to go in discharge of the said debt interest & Costs: That these claims of your Orators was for money paid in discharge of Oldners execution against the said Jane as adm.x aforesaid —

which

which had issued from the Office of this County and come into your Orators hands while acting as Sheriff aforesaid, for £40.7.3 a copy of which execution of Oldn is marked No 4; for Clerks tickets against her in the same Capacity to the amo of £3.4.5½ which are marked No 5 & 6. Sheriffs tickets against her in the same Capacity for services rendered by your Orator to the amount of £1.16.0½ which is marked No 7; The sum of 45/ paid Francis Tile her attorney for three at Common Law, one of which was for prosecuting her said Suit against the said Cottons, and paid to him by the express directions of the said Agent on the day of his first application, which attorneys receipt for the said 45/ is marked No 8; The sum of £2.9.1½ the balance of Edwin Simmons Tax ticket account which the said Jane had also agreed to credit your Compt with, whose Account is marked No 9; The sum of 10/6 in like manner agreed to be credited on account of Mason Simmons for a clerks ticket numbered No 10; The sum of £4.0.8 in like manner agreed to be credited to your Orator on account of Jones's executors, against whom your Orator had instituted a Suit in this Court, and dismissed the same at his own Costs after the said Jane had the second time agreed for this sum to come in as a Credit as had for a considerable time been agreed upon, which Original Writ against the said executors, as well as of one of the said executors Receipt for the said Sum of £4.0.8 are marked No 11 & No 11, to whom she was indebted; The sum of £2.8.0 on account of William Simmons to whom She was indebted whose receipt is marked number 12; all of which Amounted to the sum of £27.5.5½, not only surpassing her said Claim against your Orator for the amount of her said debt interest & costs & against the said Cottons; but amounting to more than all the claims she had against him in any other way or on any other account whatsoever known to him; That no final settlement had taken place between the agent of the said Jane, and this Complainant; which however had not been prevented by your Orator, for Contrary to that, he was always ready and desirous to make a final adjustment &c and finally prayed an Injunction and relief in Equity; as the said Jane had withdrawn the powers of her said agent, had refused to come to a fair settlement, had moved for, and Gained your Orator as aforesaid in a Court of Common Law where the facts on which his Equity was founded would not avail him: And your Orator begs leave further to Shew, that the said Jane filed her answer to the said Bill, a copy of which answer is marked No 13; by which some of the facts were acknowledged by her to be true as stated in the said Bill, and others stated therein were denied; to the said answer a replication was filed by your Orator, and a rejoinder by the said Jane: That on the 22nd day of March 1804 the

All these exhibits are annexed to Orators affidavit

These exhibits are annexed to Simmons affidavit

No 23.

No 23.

Notice

Messrs. Josiah Veitch late Sheriff and Jesse Browne

Take notice that I shall by my attorney on the First day of the Court to be holden for Southampton in the month of October 1804 move the Justices of said Court then sitting, to award to me a writ or writs of execution against you, on the Forth coming or delivery bond executed by you to me bearing date the 30th day of August 1804 in the Penalty of Seventy Nine dollars and ten Cents, with a Condition thereto annexed, to be void upon the delivery of certain property on the day and place of sale in the said Condition particularly described and mentioned which said property has been seized by John Barnes D. Sh. for R. Goodwyn Sheriff of the County of Southampton by Virtue of a Writ of Fieri Facias, which I sued upon the County Court of Southampton in my behalf against the goods & Chattles of you the said Josiah late Sheriff, directed to the Sheriff and which said Fieri Facias Amounts to thirty nine dollars and 55 cents including Interest, Costs and Sheriff's Comp. the said bond being forfeited by the failure of you and each of you to deliver the said property according to the said Condition

October 1st 1804 Jane Westbrooke adx of Person

A true Copy Test

a Copy of Notice N.o 23

Southampton to wit N.o 24.

At a Court held for the County of Southampton on
day of October 1804

Jane Westbrooke adm.x of
Person Westbrooke dec.d. Plff. Upon a
for the
conversion

Against
Josiah Dick Deft.

This day came the plaintiff by her attorney, &
the defendant having had legal notice of this motion
was solemnly called and not appearing, thereupon
considered by the Court that the plaintiff have
against him for seventy nine dollars and ten Cents
her Costs by her in this behalf expended and the
in Mercy &c But this judgment is to be discha
by the payment of seventy nine dollars and fifty
Cents with Interest thereon to be computed a
the rate of 6 p.r Centum per Annum from the
day of August 1804 till paid.
Whereupon the said Josiah Dick moved the Court to
quash the aforesaid judgment, stating to the Court that
the notices were improperly given, the motion was
overruled to which opinion the said Josiah Dick
tendered to the said Court his bill of exceptions
which were signed and sealed by the Court
which said bill of exceptions follows in these words (to wit)
"In two Cases clear of the ow, wherein the said Dick

Southampton to wit 1825

Westbrook Jane adm.x &c
vs
Dick Josiah Defend.t
On Petition praying leave
to file Bill of Exceptions
&c

Be it remembered that on the 1st day of October 1804 came
the above named Josiah Dick and filed his Bill of Exceptions
to the opinion of the Court in the words following to wit

Jane Westbrooke adm.x of Person Westbrooke dec.d
vs
Josiah Dick

Be it remembered that on the trial of this cause the
Plaintiff to support the issue on the part of the Plaintiff
offered in evidence the Record of a Judgment obtained
by the Plaintiff against the Defendant in the County Court
of Southampton at the suit of Jane Westbrooke adm.x of
Person Westbrooke dec.d against the Defendant Josiah Dick
for the sum of seventy nine dollars and fifty Cents with
Interest thereon from the 1st day of August 1804 till paid
and Costs of suit, and also offered in evidence a Writ of
Fieri facias issued on the said Judgment directed to the
Sheriff of Southampton County commanding him to make
the said sum of seventy nine dollars and fifty Cents with
Interest thereon from the 1st day of August 1804 till paid
and Costs of suit, and also offered in evidence a Return
of the said Writ of Fieri facias by the Sheriff of Southampton
County endorsed thereon, that he had levied the same
on the property of the said Josiah Dick, and that the
said Josiah Dick had given him notice that he would
apply to the Court of Southampton for an Order to
stay the proceedings on the said Writ of Fieri facias
and that he had returned the said Writ to the next
Court of Southampton, and also offered in evidence
a Copy of Notice

from the Court to rescind a judgment on the fourth coming on which he the said Rich had delivered to the Sheriff his deputy Dempsy Douglas a Supersedeas to stay proceedings in that particular Case — Motion to quash notices in the aforesaid two Cases on judgments on fourth coming bonds. — Be it remembered that on the hearing of the said Motions the defendant by his attorney moved the Court to rescind the judgments on the said fourth coming bonds which had been entered, because the Sheriff had executions on the property of the said Rich in both cases on the 30th day of August last. Alledging and proving to the satisfaction of the Court that the executions were returnable to September Court last which happened on the 17th day of the same Month; and also proving to the satisfaction of the Court that the sale of the property of the said Rich taken under the said executions was appointed on the 27th day of the same Month September. that it was also proved to the Court to their satisfaction that the said Sheriff had not returned a true state of the Case, that he had levied the said executions on the property of the said Rich at the return day of the said executions, but that he the Sheriff had not returned the said fourth Coming bonds with the writs thereon endorsed October Court 1817 one month after the return day of the said executions, nor had he the said Sheriff taken out any executions whatsoever in said Cases which said motion the Court unanimously rejected. to which opinion of the Court the said Complainant by his attorney excepts and prays that his bills of exceptions may be signed and sealed

Saml. Blount Seal
Jacob Darden Seal
Cork Bowers Seal
Charles Berry Seal

A true Copy

Teste

Saml. Rhodes

1804 Novr. 20th. I do hereby certify this is a true copy of an Execution now in my hands. & that I have levied on the property of Josiah Vick for the purpose satisfying this Execution

John Barnes D.S.
for
Robt. Goodwin Shff.

No. 25.

Plaintiffs Exhibit
No 25.
Vick &c
to
Nov. 1804

Plaintiffs Exhibit
No 24.
Copy Judgment of Northampton Court

N.o 25. Execution on forthcoming bond.

The Commonwealth of Virginia,

To the Sheriff of S.o ampton *County greeting:*

WE command you, that of the goods and chattels of Josiah Nick and Jesse Browne late in your bailiwick, you cause to be made thirty nine dollars and fifty five Cents & Int.t at 6p.r C.t from the 30.th Augst. 1804 till paid which Sam.l Westbrooke adx. of Perran Westbrooke late in our county court, held at the court-house of the said county, ha the recovered against them by motion on a Forthcoming Bond also 5 dollars debt; also, which to the said Westbrooke — in the same court, were adjudged for her costs by her in that behalf expended; whereof they are convicted, as appears to us of record; and that you have the same before the ju tices of our said court, on the 3.rd Monday in November next to render to the said Westbrooke — of the debt and costs aforesaid. And have then there this writ. Witness Samuel Kello clerk of the said court, this 29th day of October 1804 the 29th year of the commonwealth.

Sam.l Kello

(page 8)

and which in Equity and Justice she ought never to have received, nor your Orator been Compelled to have payed; And Further to Authorize your Orator to use the affidavits and documents aforesaid, or to retake or take such Evidence as may be deemed necessary before and your Orator prays for any other or further relief in the premises that may be Consistant with the principles of Equity — May it please &c

Southampton County (towit)

This day Josiah Nick personally came before me, a magistrate for the said County, and made Oath to the truth of the allegations contained in the foregoing Bill so far as comes within his knowledge, and as to such matters as relates to the knowledge of others he believes to be true. Given under my hand this 25th day of July — 1810

Henry Blow J.P.

N.o 26. Venditioni Exponas

The Commonwealth of Virginia to the Sheriff of Southampton County, Greeting:

WE command you to expose to sale thole Goods and Chattels of Josiah Nick and Jesse Browne which according to our command you have taken, and which remain in your hands unsold, as you have certified to the Justices of our County Court of Southampton, to satisfy the Sum of thirty nine dollars fifty five Cents with Interest at six per Cent from the 30th day of August 1804 till paid and five dollars damages which Samuel Westbrooke late in our County Court, held at the Court House of the said County, hath recovered against them by motion on a Forthcoming Bond, whereof in our said Court he is convicted, as appears to us of record; and that you have the same before the Justices of our said Court, at the Court House on the 3rd Monday in next, to render to the said Westbrooke the Sum aforesaid. And have then there this Writ. Witness SAMUEL KELLO, Clerk of our said Court, at the Court-house, the 22nd day of May 1805 and in the 29th Year of our Foundation.

Samuel Kello

and which in Equity and Justice she ought never to have received, nor your Orator been Compelled to have payed; And further to Authorize your Orator to use the afsidavits and documents aforesaid, or to retake or take such Evidence as may be deemed necessary by him and your Orator prays for any other or further relief in the premisis that may be Consistant with the principles of Equity — May it please &c

Southampton County (to wit)

This day Josiah Nick personally came before me, a magistrate for the said County, and made Oath to the truth of the allegations contained in the forgoing Bill so far as comes within his knowledge, and as to such matters as relates to the knowledge of others he believes to be true. Given under my hand this 25th day of July — 1840

Henry Blow J.P.

Mr Rathmell Dr
to 3 days
at do 3 days
7th March 1840
Ferry to Isle of Wight
Ferriage 75 Cents
Expenses 1.25
Returned Cost

Amount of Costs in this case
for Plaintiff's Att'y Commissioner
Costs

Sworn to
Before me
A Brown J.P.

Filed May 9th 1840
Teste
Wm Thos Vaughan C.C.

Amount of Execution on which this was founded
for principal Int. Cost & Commissions ——— 43.76
Additional Costs ——— 1.61
$ 45.37

State of Ind
J. Browne D.S
R. Woodruff Sff
A true Copy
Test Sam Kilbourn

No. 26
Matthew Wilcox
vs
Uriah Hopkins
In Assumpsit
Mr Sheriff Levy Costs
$39.55 Cents
Refer you to Bill of particulars No 2.
Am.t in whole to $45.37 Cents

1845 Nov. 22nd
to Samuel Brown D.S
R. Woodruff Sff

and which in Equity and Justice she ought never to have received, nor your Orator been Compelled to have payed; and Further to Authorize your Orator to use the afsidavits and documents aforesaid, or to retake or take such Evidence as may be deemed necessary &c. and your Orator prays for any other or further relief in the premises that may be Consistant with the principles of Equity — May it please &c.

Southampton County (towit)

This day Josiah Peck personally came before me, a magistrate for the said County, and made Oath to the truth of the allegations contained in the foregoing Bill so far as comes within his knowledge, and as to such matters as relates to the knowledge of others he believes to be true. Given under my hand this 25th day of July — 1840.

Henry Blow J.P.

1840.

Mr Clerk Issue
Mr Sheriff Subpoena
To March 1841
Mr Stith Hale Esqr
$39.55 Cents
Filing the defendants Ans.
Amtm. rhode $8.48 37 Cents

A true Copy Test
Jno. Stith Clk

Mr Clerk Issue
Mr Sheriff Subpoena
To March 1841
Mr Stith Hale Esqr
$39.55 Cents
Filing the defendants Ans.
Amtm. rhode $8.48 37 Cents

1840 April 29 Came
to hand & Issued &
Executed

A true Copy Test
Jno. Stith Clk

Amount of Costs in the above case
For Clerks fee Att. Court & Commissioners — $4.46
For Sheriffs fee on Subpoena — 1.00
Amount $5.46

No 1.

J. Vick
vs
J. Westbrook adm^x &c^a

Bill of Review

Mem^o This cause first Originated for failing to return her execution against Drewry Cotton Jun^r Drewry Cotton Sen^r & John Cotton their bail, on the sum of £7.11.4 at 2½ per Cent per month from Jany. 1797 to 4th May 1800 — and as to the fine is 25 $ 20 Cents & 5 84/100 Costs of that Motion.

N.° 11.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, greeting:

YOU are hereby commanded to take William Simmons & Edwin Simmons exors &c of William Jones dec.d who was ~~jointly~~ severally bound with Felix Fowler

if he be found within your Bailiwick, and him safely keep, so that you have his body before the Justices of the County Court, of Southampton at the Courthouse of the said County, on the third monday of November next to answer John Bryant of a plea Debt for ten pounds seventeen shillings & ten pence damages & costs.

And have then there this Writ. Witness Samuel Kello Clerk of our said Court, the 28th Day of October 1799 in the 24th Year of the Commonwealth.

Sam.l Kello C.

No 11. Pay paid

Bryant

vs

Simmons & ux
Wm. Jones

Debt

To Nov 1799

To Receipt of Josiah Vick

[illegible]

Clerks Office Sussex Co. Del. Feby 20th 1799

No 12

Feby 20th 1799 Recd of Josiah Vick by the hands of John [illegible] two pounds eight shillings, which sum is as a discount with him the said Vick & Jane Westbrook admx &c of person Westbrook dec'd, & is to be applied as such towards monies made by the said Vick as Sheriff in virtue of her executions issuing from Southampton against the Cottons — [illegible]

Teste
Henry Hines

William Simmons

No 11.

May 1800 Recd of Josiah Vick the sum of four pounds one shilling & eight pence; which sum is discounted between him & Jane Westbrook admx of person Westbrook dec'd, on account of monies made by the said Vick as Sheriff in virtue of her executions issuing from Southampton against the Cottons.

William Simmons

Teste
Henry Hines

3 11 7 6

Wm Simmons (No 10.) 11.
rect for some
discounted
Jane Westbrook
£4.1.8
May 1800

Wm

Wm Simmons
rect for some
discounted for
Jane Westbrook
£2.8.0
July 20th 1799

No 12.

No. 15.

The deposition of Wm Simmons (of full age) who being first sworn on the Holy Evangelists of almighty God deposeth & says, that in the month of ~~February~~ November in the year 1799. Capt. Robert Goodwyn informed him that a suit being instituted by John Bryant for the benefit of Josiah Vick against this deponent & Edwin Simmons as executors of William Jones decd; and that he further observed to this deponent that the said Vick was willing & desirous of having the amount of the same & costs settled & discounted through Jane Westbrook admx &c of Jesse Westbrook decd, on acct of monies that had been made in virtue of her executions as admx as aforesaid against the Coltons, which executions had issued whilst the said Vick acted as sheriff of Southampton; that this deponent observed to Capt. Goodwyn that he was also willing that the same should be settled that way, as it would be better than to have the money to pay, as the said Jane Westbrook was owing him the money; that in consequence of this intended discount the deponent mentioned the same to the said Jane Westbrook soon afterwards, (he believes the first time that he saw her), and that she had no objection to it—

and further this deponent says that in the month

Wm Simmons affida
Vick's Securities
Jane Westbrook

No 43

Westbrooke ad.

vs

Vick

Bill

Answer Copy

No 12.

N.º 13.

The answer of Jane Westbrooke admx Penen Westbrooke to the bill of injunction exhibited agt her in the worshipful Court of Southampton by Josiah Vick.

This Respondent reserving to herself all right of exceptions to the various errors uncertainties & imperfections of and in the Complainants said bill of Compt Contd for answer thereto or to as much as she is advised is material for her to answer says, That an execution did issue upon a judgment obtained by her as admx aforesaid agt Drewry Cotten Junr Drewry Cotten Senr and Jno Cotten their bail for the sum of £ 801.2 but to be discharged by £ 400 with Int. and Costs as stated by the Complainant which was delivered to the said Josiah Vick as Sheriff of Southampton she admits that the Court did fine the said Compt in the sum of two and a half pr Ct pr Month from January Court 1797 until May Court 1800 the time of rendering the judgment agt him for the said fine upon the same. She knows nothing of any legal claims agt her as admx aforesd in favor of the Complainant nor does she believe that

any such exist. She is intirely ignorant of Robert Goodwin being her legal agent or of his making any agreements relative to this business with the Compl^t. She also states that altho the said execution might never have been seen by the Compl^t yet as it was during his Sheriffalty the Court will Conclude that this deputy recieved it for whose neglect the compl^t is evidently liable Your Compl^t does not believe that Rob Goodwin was ever lawfully authorised to act in this or any other business as her agent. She positively denies that the Compl^t has any fair or legal claims ag^t her as adm^r aforesaid. She denies too the Compl^ts discharging an execution ag^t her in favor of Joshua Pilmer. She denies that justice of his tickets or any of those of the Clerk of S^o^ampton for any amt. She is ignorant of her pretended agents having made any Agreements with the Compl^t to answer for Edwin Simmons for any amt; or to answer for Wm Simmons for any amt or to Wm Jones executors for any amt or for Wm Simmons to any amt or for Francis Hill for any amount. She denies that any person was ever empowered by her to make such curious agreements and she is confident that none such ever were made by her. She believes that the execution for the not returning of which the aforesaid fine was imposed was delivered into his the Compl^ts hands or into those of his deputy She lastly prays the injunction aforesaid may be dissolved and that she may be hence dismissed with her reasonable Costs in this behalf most wrongfully sustained —

Sworn to before me one of the Justices of the peace for the County of S^o^ampton this 10^th^ day November 1800

Sam Calvert

A true Copy Teste

Sam Kello Cl

11

as evidence in the said suits or injunctions Vcond
in their proper place for a Considerable time that on the
day of at a Court held for the said County a motion
was made by the Council for the Pl Sume to dispolve
the aforesaid Injunctions notwithstanding the Pl affidavits were
not among the papers nor had been for several months after
Motion was opposed by the Compltt Council because
it was not his fault that the affidavits were out of their
hands and it was not
in his power as they were the Compltt's money in the Pl
Causes But last was that your Compltt was ruled to
trial and the aforesd injunctions dispolved and pleas entd
for the sum of two & pr pr Ct on £6.18.10 pr from Janr
Court 1797 till 19th May 1800 as pr Copy of the Pl pleas
No 19 will Appear also the sum of 2 pr pr Ct pr month on
£7.11.4 from Janr Court 1797 till 19 day May 1800 as
on Reference to No 20 will Appear your orator begs
leave humbly to state that had he not been thus impro-
perly ruled into a hearing of the Pl injunctions before the
Clerks was able to find the said affidavits or dispr the Pl
injunctions so far from being dispolved would be
is confident have been perpetuated and he forever quieted
from the attacks of his opponents But now so it is
may it please the Court yr Compltt at this moment
most improperly and injustly harassed by executions
which

Lewis Sparrow in consequence of the injunction aforesaid which
and doings are contrary to equity and justice inasmuch
Defendant and for as much as your Orator is remediless in the
premises unless this Court will vouchsafe to grant unto your Orator
and grant the writ prayed by giving him an opportunity
of shewing the equity which he is entitled to against the said Jam
[illegible] may be pleased and as in duty bound will ever pray
this Court will upon and notwithstanding former proceedings
therein order reverse their judgment and decree
in part to the said Injunction and place your
Complainant and the Defendt. in the same situation
they were before the judgment aforesaid were pronounced
or grant such further relief as shall be consonant
to the principles of justice and equity may it
please the Court the commands of the Subpoena to go
directed to the Defendt commanding him Jamestown
May Court 1800. Jane Westbrook admr. of Perrin
Westbrook pltff against Josiah Vick late Sheriff
Dft. Petition for the fine imposed by law for not return
ing an execution which issued from this office

agt Dreury Cotton dec Dreury Cotton jun and Jno Cotton the
Jo which said execution and debt and Costs to £ Ja 11.4
This day came the plff by her atto and it appg to the Court that
the defendant hath had legal notice of this motion therefore
it is ordered by the Court that the plff recover of the defe
two and ½ pr Ct pr Mo on Seven pounds eleven shillings
& 4d from said Court 1797 till the 19 day May 1800 being
one fine imposed by law for not retg an en
issued from this office in the name of Jane Wetho
adm agt Dreury Cotton dec Dreury Cotton jr and
Herbert Cotton their bail and her Costs by her in
this behalf expended which are 5 dolls 04 cts
Dollars Cts — 30 May Court 1800 Jane Wetherooke
adm Penen Wetherooke dec plff agt Jos Vick late
Motion for the fine imposed by law for not retg an en
which issued from this office in the name of the plaintiff
agt Jno Cotton Dreury Cotton & Herbert Cotton for a balance
£ 6 " 18 " 10 ½ This day came the plff by her atto it appg
to the Court that the defendant hath had legal notice of
this motion therefore it is considered by the Court that the
plff recover of the defts two and a half pr Ct pr mon
on £ 6 . 18 " 10 ½ the balance of an en which issued
from this office from said Court 1797 till the 19
May 1800 being the fine imposed by law as also h

Costs & which are 5.04 Cent tests Shelton

To the worshipful of Sumpton County in Chy sitting

Josiah Vick Complt humbly Sheweth that while
he was acting as Shff of the Pcoint an ex parte
in favor of Jane Westbrooke adt Person Westbro
deed agt Drewry Cotton & Drewry Cotton dec Whe
[illegible] & secured Otho P
to be discharged by the payt of £4.0.1 with Int
the 17 day Dec 1793 Title Pc and 9 dollrs 38 cents Costs Pcd
as appears from execution docket of Co Court returnable
to Court and to debt int and Costs to the sum o
£7.7.10 now so it is may it please the Court that the D
Jane Westbrooke by RW Byrd her atto proceeded by motion
at May Court last to fine Pf Complt failing to ret
the Dt Execution in due time And Pcon Complt being
unprepared to defend the Dt Motion at Common Law to
the satisfaction of the Court pio[illegible] were rendered against
at the rate of two and a half p Ct p Month on two
pounds eleven shillings and eight pence from Jany Ct 179
to May Court 1800 the amt of the Dt Execution of debt
Int and Costs with interest calculated thereupon up
that day amounting amounting [illegible] to

for [redacted] the sum of seven pounds [redacted] shillings & eight pence [redacted] which your complainant under the following circumstances considers [redacted] by [redacted] to [redacted] for that is or prior to June in the year 1797, before which time your complainant does not recollect of knowing such an Execution had issued, the said Jane Westbrooke by Robt. Goodwyn Esqr. her agent [redacted] made application to your Compt. to learn the state of her said execution which by your Compt. was supposed had gone into the hands of Jacob Underwood one of your Complainants deponents, that your Compt. soon after such application made out a statement from a former execution issued in the same suit, and shewed it to the said Robt. Goodwyn with sundry claims that your Compt. then had & still has against the said Jane Westbrooke & Co. aforesaid and acknowledged to the said Robt. Goodwyn that the sum of five pounds fourteen shillings had been made by the first execution and that your Compt. would on settlement include the whole amt. of the said debt interest and costs, or that he had no objections so to do if required, That sundry times

were approved by your complainant and the S.d Rob.t
Goodwyn to make Settlement, and as he last [illegible] paid
your complainant went to the House of the S.d Rob.t
Goodwyn for that particular purpose, when no Settlement
could be made owing to the S.d James Wentbrooke paper
with his name being from home, that the said Robert
at sundry times informed your Comp.t that the said
Wentbrooke had directed him to allow your Comp.t several
claims that your Comp.ts claims were considerably over &
above sufficient to take up the whole amo.t of the S.d debt
interest and costs, some of which arose in 1775 and 1776
that your Comp.t did ever think from time to time before the
application by the said Rob.t Goodwyn that part of his
claims would be at any time allowed and readily and
absolutely were to go in discharge of the said debt interest &
costs under the first two sections before recited, until as
well as he recollected at January or February Court last
when the said Rob.t Goodwyn informed your Comp.t
that he had declined acting as agent for the S.d James
Wentbrooke in this business as he was not then a

liberty to settle the matter as he thought right &
moved to that effect and give your Complt to under
stand that the next thing would be a motion that
your Complainant never had his eyes upon the late
execution on which the aforesd fine was aforesaid
nor had he ever any other reason to believe that the
execution had gone into other hands of the said Jacob
Vandewood then [redacted] that
belonging to Robt Goodwyn went into his hands
that your Compts reason for apprising the amt.
of the said debt & said costs to the said Robt
Goodwyn was no other than hard the matter
finally closed and that the [illegible] this proved no
more money than the said fine (viz) fourteen
shillings hath ever been received from the said Robt
in discharged of the sd debt & that hath come to the
knowledge of your Complt since your Compt would
even suppose the late execution before mentd had regu-
larly gone into the hands of the said Jacob Vandewood
that been kept up as by the said Jane Westbrooke hath
been alledged your Complt is at a loss to see what injury
the said Jane Westbrooke could have sustained
thereby as your Compt hath always been & still is
ready agreeably to his apprehension to the sd Robt Goodwyn
to have up in his claims the amt of the said debt

included in the said execution and your Compltt doth
unfeignedly Confess that had the said execution under
which the said fine are expected have come into his hands
that he should not have paid any regard to the return
thereof untill after an adjustment between him & the said
Jane Westbrooke had taken place and for the reason afore
only [redacted] your Compltt has
hitherto [illegible] whether the said execution ever went into the
hands of his said deputy and to the due return thereof
in tender Consideration whereof and for as much as your
Compltt is without redress herein except thro the interpo
-tion of a Court of equity and to the end that the said
Jane Westbrooke &c. afores may be made desft hereto &
answer on oath the allegations of this bill fully as tho
same were again set forth and repeated Whether she did
not appoint the s[d] Rob Goodwyn Esq[r] her legal agent
settle & adjust the before ment[d] execution with your Compltt
on or before June 1797 Whether she had not knowledge before
such appointment that your Compltt had sundry claims
upon her if she had not before, did she not soon afterwards
receive thro him information of your Compltt had paid
and discharged a certain [illegible]

Compts hands while they sat in favour of Corbin
Edwin as per her ac[t] aforesd for ten pounds
seven shillings and eight pence (paid Aug[t] 1795)
and of your Compts hand to that ac[t] per acc[t] the Clerk
of Southampton for 1795 to the amt of three pounds four
shillings and five pence half penny your Compts
[illegible] to that for services rendered to the said Jane
Weeks she in 1794 & 1795 to the amt of one pound
nineteen shillings and a half penny Whether she
hath not had long ago drawn Orders thereon
that it was agreed upon that the Sheriff answer
for Edwin Simmons two pounds nine shillings
and one penny half penny for Baron Simmons
ten shillings and six pence for Wm & Edwin Simmons
ex. Wm Jones dec[d] the sum of four pound one shilling
and eight pence for Wm Simmons two pounds
eight shillings and for Francis Hill his attorney
two pounds five shillings and in the whole to
the sum of twenty seven pounds five shillings & five
pence half penny Whether the said Rob Goodwyn
was not fully authorized by her from time to
time & at February Court last to settle & allow of

Complainants Decree claims before mentioned in the monies made
under the said original executions, and are in favor against Drewry
Cotton Junr Drewry Senr and Jno Cotton this cause and further she
hath any certain knowledge of the late deed executed upon going
into the house of your Compt or enquiry — and your Compt. begs leave
further to pray that the court will enjoin the judgt. of
and all proceedings thereon until the cause is heard in Equity
and then make the same perpetual, or make such order or decree
as shall appear consistent with Equity; may it please the Court
to command writts Supn of injunction directed to the Sheff of
Southampton August 18th 1802 This day Josiah Veich came before
me and made oath to the truths of the foregoing Bill
Sworn Jno. The answer of Sum Westbrooke adr of Person
Westbrooke to the bill of injunction exhibited agt. him
in the Worshipful Court of Southampton County by Josiah Veich
This respondent reserving to himself all right of exception
to the various errors and certainties and imperfections of
and in the Compts said bill of complaint contained for
answer thereto or to so much thereof as he is advised is
material for him to answer, says that an execution

did issue upon a judg.t obtained by her as admx. aforesaid ag.t
Drewry Cotton Jr. Drewry Cotton dec.d and Fra.s Cotton their bond
for the sum of eight pounds ~~[illegible]~~ & two pence but to be
discharged by four pounds one penny with Int.t as stated
by the complainant which was delivered to the said Daniel Crick
on the receipt of Exon the admr. that the Court did fine the said
complainant in the sum of two and a half p.r C.t p.r Month
from January Court 1797 until this May Court 1801. the
time of rendering the judg.t here for the said fine upon the same
she knows nothing of any legal claims here as admx. aforesaid
in favor of the Camp.t nor does she believe that any such
exists — She is entirely ignorant of Mott Gooding being
her lawful agent or of his making any agreements relative
to this business with the Camp.t She also states that at the
said execution might never have been sued by the Camp.t
yet as issues during his Sheriffalty the Court will conclude
that his deputy received it. for whose neglect the Camp.t
is evidently liable — Your Camp.t does not believe that
Mott Gooding was ever lawfully authorized to act in this
or any other business as her agent — She positively denies

that the complainant has any just or legal claims ag.st her as adx. aforesaid the defendis for the compl.t discharging an Inj.n against him in favor of Joshua Eldridge the defendis the justice of his tickets or any officers of the clerk of Hampshire for any sum. She is ignorant of her pretended agents having made any agreement with the compl.t to answer for Edward Lemmon for any sum. or to answer for Moses Lemmon for any sum. or to William Bowen for any sum. or for William Lemmon to any sum. or for Francis Lee for any sum. The defendis that persons imployed by her to make the Curious agreement as she is confident that none such were ever made by her she believes that the executions for the not returning of which the aforesaid fine was imposed was delivered into his the Complainants hands or those of his deputy She lastly prays that the injunction aforesaid may be dissolved and that she may hence dismissed with her reasonable costs in this behalf most wrongfully sustained — Sworn to before me one of the justices of the peace for the County of Hampshire this 16th day of December 1800 — Sam.l Lyman

complainants Sheriff saying, it must have gone into his hands
or those of his deputy, for which negligence he is answera-
ble. he knows nothing of the complts. readiness to settle or make
the execution for the not returning of which the aforesaid ju-
ry was impaneled. that she never did appoint Mr. Jennings or
agent to settle with the complt. the said execution. she denies
all knowledge of the complts claims against her. she is ig-
norant of the Complts having discharged an execution in favor of Solomon
Palmer agst. her of any amt. or of his having any clerks [illegible]
Sheriffs dockets agst. her. she denies ever having made any
agreement either in person or by any agent or attorney, to
pay Edwin Simmons any amt. or for William Jones's account
to any amt. or for William Simmons to any amount or
Francis Mills to any amt. & your respondent denies all the
allegations of the Complts. and prays that the said injunction
may be dissolved and prays to be hence dismissed with her
costs in this behalf most wrongfully sustained.
Sworn to before me one of the justices of the peace
for the County of Accomack this 16th day of November
1808. Jno. Laburton

The answer of Jane Westbrook and of Perian Westbrook to the bill of injunction obtained against them by Josiah Dick in the Common Pleas Court of Hampton County. The respondent saving to herself all manner of exceptions to the manifold errors contained in the said bill for answer thereto or to so much thereof as she is advised is material for her to answer to says that it is true that an execution in her favour was issued and delivered to the complt. when Sheriff of Hampton for the sum of five pounds ten shillings & nine pence and the costs against the said Downey Benton, and Herbert Collins the in bill, and that it is also true that the Court did give the complt. further time in the same as he has stated. Respondent denies that the said Josiah Dick was lawfully authorized by her to make any agreement with the complt. relative to the business, or that she ever empowered any person so to do, nor did she ever make such a contract with him in person. She denies that the complt. has any legal claims against her in her aforesaid Capacity and particularly to the amt. stated by the complt. She states that as the execution issued during the =

The deposition of Wm. Gallaway of full age who being sworn
on the Holy Evangelist of Almighty God deposeth &
says that some time prior to June in the year 1797. William
Simmons applied to this deponent to take into his hands a
receipt of Francis Mills for certain bonds whereon suits had
been brought by him & judgt. obtained in favor of Jam. Wat-
brook adm.r of Jerson Westbrooke dec.d against certain persons
(viz.t) as a bond due by Jno. Cottan & Drewry Cottan Junr.
as a bond due by Drewry Cottan Sr. and Drewry Cottan Junr.
and as a bond due by Thomas Pond & Drewry Cottan Junr.
in order to get this deponent to settle them in behalf of the d.d
Jerson Westbrooke adm.r as aforesaid with Josiah Dick former
Sheriff of Southampton County that this deponent in June 1797
made application to the said Francis Mills in what situation
the business stood, who readily went with this deponent to the
house of the said Capt.n and the said Capt.n upon examination
of his Sheriffs books found that part of the money under Exr.
issuing in virtue of the said judgments had been received but
that as to a general state of the business, there being under-
stood & the inattention of his deputies to this Complainants
was then unable to report, but that as the complainant

and [illegible] that receiver his master he would enquire of his
deputies and inform in what situation the business stood with
finding money in the hands of the complainant intitled upon
receiving his fees in the said suits: at which time the said
complainant by this deponents direction paid him the sum of
forty five shillings for his fees in prosecuting the suits
aforesaid - And this deponent further saith that some time
after this and this Compl. came to the house of this dep.
order to adjust the whole business but in consequence of
this deponents papers (amongst which was the P. receipt of
Francis Miller) being in his desk from home they could
not proceed to any kind of adjustment this deponent and
the Compl. then agreed at some further day to meet
in the R office and there with the aid of the R endeavour to as-
certain the balance due of what monies had been rec'd by
the Compl. or his deputies under the said Executions which
was accordingly effected and the following credits allowed
to the said Compl. viz. the sum of Joshua Clemens
ag. the said Jane Westbrooke as Pers. Rep. Westbrooke de-
ceased [illegible] ag. her in the same Capacity and a balance
due by them in Summons to the said Compl. which this
had directed to follow At that day the said Compl. not
being in a situation to make a final close of the matter

Know all men by these presents that we Josiah Vick & Jane Westbrooke Westbrooke as principal are held and firmly bound unto in the sum of ~~sixty pounds~~ ten pounds current money of Virginia to which payment well & truly to be made to the s Jane Westbrooke. to his heirs Exors adms & assigns We bind ourselves and each of us our & each of our heirs Exors & adms jointly and severally firmly by these presents sealed with our seals and dated this 16 day of June 1800 & in the 24th year of the commonwealth

The condition of this obligation is such that whereas the s. Jane Westbrooke hath obtained a judgment at common Law against the s. Josiah Vick for not pleading on Plea vs Jn. Drewry & Herbert Pellon in the county court of Sussex for the sum of ~~Dls. Cts~~ Dls 26.18.4. with cost and costs and the s. Josiah Vick hath obtained an injunction to stay the proceedings on the said judgment untill the matter in equity upon a bill for that purpose filed can be fairly heard if therefore the s Josiah Vicks shall satisfy & pay the said judgment at common Law and all costs & damage that shall be awarded to the said in case the injunction shall be dissolved then the above obligation to be void otherwise to remain in full force and virtue

Sealed and delivered in presence of

John Wright

J. Vick L.S.

W. Adams L.S.

L.S.

L.S.

7.11.4
9.11.8
15.3

Know all men by these presents that we Josiah Vick

are held and firmly bound unto
Jane Westbrooke ad. Peter Westbrooke
in the sum of ~~Twenty Dollars~~ ten
Pounds
current money of Virginia to which payment well & truly to be made to the s.
Jane Westbrooke to his heirs exrs admrs & assigns we bind ourselves
and each of us our & each of our heirs exrs & administrators jointly and severally
firmly by these presents sealed with our seals and dated this 16th day of June
1800 and in the 24 year of the commonwealth

The Condition of this obligation is such that whereas the s.
Jane Westbrooke
hath obtained a judgment of Jen. at common law
against the s. Josiah Vick in the county court of
Peter for the sum of £20.0.0 £7.11.8 for not ult an Exn vs D. Collins s. & ff.
and costs and the said Josiah Vick hath obtained an
injunction to stay the proceedings on the said judgement untill the mat
ter in equity upon a bill for that purpose filed can be had if therefore
the s. Vick shall satisfy & pay the s.
judgment at common law and all costs & damage that shall be awarded to the
said in case the injunction shall be dissolved then the above obligation to be
void otherwise to remain in full force and virtue J. Vick (L.S.)
Sealed & delivered
in presence of
John Wright

81
13
243
81
30 | 1053 | 35
90 | 70
153

Know all men by these presents that We Josiah Vick

are held and firmly bound unto Jane Westbrooke

adm. Parson Westbrooke in the sum of Forty Pounds. Current money of

Virginia to which payment well and truly to be made to the said

Jane Westbrooke

to his heirs exors adm.rs and assigns we bind ourselves and each

of us and each of our heirs exors and adm.rs jointly and severally firm

ly by these presents sealed with our seals and dated this 16.th

day of

June 1800 and in the 24 year of the commonwealth

The condition of this obligation is such that whereas the

~~Josiah Vick~~ Jane Westbrooke hath obtained a judgment

at common law against the said Josiah Vick

in the county court of Southampton for the sum of Seven

pounds five shill.s eight pence and cost and the s.d Josiah

Vick hath obtained an injunction to stay the proceedings on the said judgment until the matter in equity upon a bill for that purpose filed can be had if there to the said

Josiah Vick shall satisfy &

pay the said judgment at common law and all cost and and

damage that shall be awarded to the said in case the injunction

shall be dissolved then the above obligation to be void else to remain

in full force and virtue

Seald and delivered

in presence of

J. Vick

John Wright

W. Roads

