

1812-003

SOUTHAMPTON COUNTY
CHANCERY PAPERS

HOLLADAY etal. VS. DOUGLASS etal. 6/18/12

other surnames: Barnes,
Turner, Douglas

1 No 3
Holladay &
Douglas &
Douglas &

June 1872 abate diff.
dead.

2

Bill

To the Justices of Southampton County Court in
Chancery sitting — Your Compts Thomas
Stolladay & Will. Barnes — humbly shew
that the former being indebted to one
Turner of the s^d County a bond was executed
by them to him for the sum of or quantity
of to^{ls} bearing date the day of
which bond was afterwards assigned by the s^d Wm
Turner to messrs William & James Douglass merchants
of the Town of Petersburg — That Your Compts
expressly state that on or about the day of
17 the s^d actually
made an offer & tender of the to^{ls} and more than
was due on the s^d bond unto the s^d Wm Turner
which he refused on acc.^t and for the reason as
Your Compts are induced to believe that to^{ls}
at that time was at a reduced price — and likely
in the event of commercial business to be of
greater value at some future time thereafter —

But so it was that notwithstanding the premises
the said Douglass's in virtue of the assignments
a^s have brought suit on the bond a^s and
recovered judgment thereon without admitting or
allowing the tender to stop the interest on the
said bond as your Compts contended for — In
consideration whereof, and inasmuch as Your Compts

are without redress herein except thro' your
equitable interposition and to the end that the
said Wm & James Douglass and the S^r William
Turner may be kept here to and answer ~~the~~ on
their respective corporal oaths full, true, & perfect
answer make to all singular the allegations of
this bill in as ample a manner as if the same
were again set forth deputed - particularly
did not of Complaints Will Barnes offer & tender
the lob^d as aff^d to the S^r Wm Turner - did not
the S^r Turner inform the depts Wm & James or one
of them that the S^r Bond was good and that the
lob^d had been offered to him - That this Court
will enjoin the depts & all others from proceeding
in virtue of the Indg^s aff^d as to the interest from
the day of ~~the~~ until the cause is
heard in equity, and then make the Injunction
perpetual or make such further order or decree
herein as shall be most equitable - May it please
the Court, the Com^{rs} of the S^r & Injunction to grant
the Complaints directed to the S^r Wm & James Douglass &
the S^r W Turner commanding them to be &c &c

At Test
J^h Hille
for the Complaints.

Douglas &c
adversus

Barnes &c.

answer.

To the Justice of Southampton Court in Chancery
sitting) —

The Answer of William Douglass surviving
partner of himself and James Douglass to the Bill
of Complaint exhibited against him by Thomas Hollo-
day and William Barnes —

This Defendant saving and reserving to himself
all and every manner of benefit of exception to the
manifest errors and imperfections in the said bill
of Complaint contained, for answer therunto —
to so much thereof as he is advised is needful
— any answereth and saith. That, as stated in the
said bill of the Complainants, a bond in which the said
complainants were obligors was assigned to him
by William Turner. That a suit was instituted
thereon and judgement regularly obtained. But
as to the Allegations, relative to tender this defend-
ant knows nothing, and therefore, demands strict
and legal testimony to establish the truth
thereof. This defendant thinks however, that it does
not bear the air of probability, that William Turner if
the whole quantity of Tobacco had been tendered, would
have refused to have received it. But admitting for
a moment that such tender had been made, yet
it was matter of fact, cognizable exclusively by a jury,
and of course a court of equity cannot stop the
interest. Indeed the interest is not ~~stopped~~ stopped
by a tender and refusal of the money, unless the defend-

-and had shown that from the period of tender to the
time of trial, he had always been ready and was
then ready and actually produced the money into
Court; for if he used it after the tender, the
auditor will be deemed entitled to interest,
being the profit arising from the use of money.
This being the true state of the case this defendant
prays that the injunction may be dissolved and
he be hence absolved with his costs in this behalf
sustained.
William Douglas

Petersburg Twit ^{deposing partner of William & James Douglas}
William Douglas, personally appeared before me and made oath
that the foregoing answer so far as it depends on his knowledge
is true, and so far as it depends on the information of
others, he believes to be true. Given under my hand this 5
day of January 1803.

Gregory Johnson Alderman

Douglas &
adversus

Barnes &c.

answer.

Wheeler & Barnes

to
Douglas

of

July 13th

July 1801

Know all men by these presents that we Thomas Holladay
Will. Barnes & Jacob Barnes have held & firmly bound unto
Wm & James Douglass of Wm Turner in the sum of 100 Dollars
to which payment well truly to be made to the D^r Douglass

we bind ourselves and each of us our and each of our heirs ^{heirs executors or assigns}
admirors jointly & severally firmly by these presents sealed with
our seals & dated the 20th day of July 1801 in the 26th
year of the commonwealth

The Condition of the above obligation is such that
Whereas the aforesaid William & James Douglass
have obtained a judgment at common law against
the above bound Thomas Holladay & Will Barnes
for

~~execution of the judgment~~ ^{and costs of the said} Holladay & Barnes

have obtained an injunction to stay
the Execution of the D^r judgment until the matter in equi-
ty upon the bill for that purpose filed can be heard
if therefore the D^r Wm Barnes

shall satisfy & pay the D^r judgment at common
law full & damages that shall be awarded to the D^r

Wm & J^r Douglass in case the D^r injunction
shall be dissolved then the above obligation to be void
or else to remain in full force & virtue

Sealed & delivered
in presence of

Wm Hill

Thos. Barnes
Jacob Barnes