

1813-014

SOUTHAMPTON COUNTY
CHANCERY PAPERS

RIDLEY VS. BRIGGS

7/1813

other surnames; Rosser, Blunt, Jones,
Vick, Fort

Ridley } Bill
in }
Briggs }

July 1813 order for
publication of Bill

July 17th 1813 Am^o filed

To the worshipful Court of Southampton in Chancery
Sitting - Humbly complaining sheweth unto your
worships your orator Thomas Ridley. That a suit in
Chancery was lately instituted by your orator and a certain
Benjamin B Roper executor of Charles Briggs
and against Susannah Briggs the widow and
Geo Briggs and others heirs of ~~Charles~~ Briggs due
to foreclose the equity of redemption in a
certain tract of land therein mentioned. That a
decree was entered to foreclose the same and
commissioners appointed to make sale thereof
for cash and further ordered to pay over
to the defendant Geo Briggs the sum of
fifty eight dollars and 33 $\frac{1}{2}$ cents with interest
from the third day of November 1793 all which
will more fully appear by referring to a copy of
said decree which is hereto annexed and may
be taken as a part of this bill. That the said
decree in favor of said Geo Briggs having been
made in consequence of a mistake or mis-
apprehension of the parties as to the real facts
existing in the case, your orator is in danger

of sustaining and injury unless this Court
can furnish some remedy whereby he may
be relieved. your orator is advised that a
bill of review cannot be obtained so as to
correct the error in fact which has been
committed as the fact might have been
known before the rendering up the decree
as then your orator is precluded from again
opening the decree which has been rendered
in the cause he begs leave to state to your
wishes the facts which make an application
to this Court indispensable and which compels
him to ask for your equitable interference
a certain Benjamin Blunt one of the mortgagees
in said deed which is hitherto annexed and prayed
to be taken as a part of this bill ~~prayed to be taken~~
~~intent in the same~~ consented and agreed
with the said ^{complainant} Geo Briggs who is now at this
~~time a resident of the State~~ and who it is ~~prayed~~
~~maybe made a defendant hereto that he would~~
transfer all his right in said mortgage to the said
^{complainant} ~~Geo Briggs~~ for and in consideration of the sum
of One third part for the payment of which

the mortgage was made to secure. That your
orator became responsible to the said Blunt and
actually paid the amount upon and then that
the interest on the mortgage should be assigned
to your orator as a security for the repayment
^{at the same time agreeing with Geo Briggs who at this time was a resident}
^{of the State that the interest should be assigned to your orator for the}
of the money & that in pursuance of this agreement
Richard Blunt executor of said Benjamin Blunt
assigned all the interest which he had in the same
to your complainant thereby giving to your
orator a lien on the land for the payment of
the money advanced ~~for the benefit of the~~
~~Geo Briggs~~ ^{which by accident he has been}
^{and further that the said Geo Briggs has since} ^{giving}
deprived of ⁱⁿ tender consideration whereby
and in as much as your complainant is
remediless in the premises except in a suit of
equity where matters of this kind are properly
cognizable he prays that Thomas Jones Esq
Vick & Baya Vek — the commissioners may be
injoined from paying over the said sum of
£ 68⁰ 3⁸ p with the interest aforesaid to the
said Geo Briggs or any other person whatever
~~until the further order of this~~
Court and your orator prays that the said

George Briggs be compelled to answer and
and singular the allegations herein con-
-tained fully and unequivocally, and that your
wishes would desire that the money in
the hands of the said Commissioner be paid
over to you or to the satisfaction of his
claim aforesaid and finally that your
wishes would grant such other and general
relief in the premises as may be consistent
with justice and equity and that the
Commonwealths writ of Subpoena may issue
commanding &c -

Ridley } Bill
in }
Briggs }

July 1813 Order for
publication of Bill

July 17th 1813 Am^d filed

Thomson Ridley this day personally appeared
before me and read out to the Court of the
aforesaid Bill. Given under my hand
this 18th Jan'y 1813

Benjamin Olinde

The Answer of George Briggs by Joshua Fort his Attorney in fact, to a Bill of Injunction exhibited against him in the County Court of Southampton, by Thomas Ridley. - For Answer sheweth aseth.

That in the life time of Howell Briggs, father to this respondent, Charles Briggs Benja Blunt & Thos Ridley, undertook and did pay to Jordan Denson a sum of money for the said Howell; who in consideration thereof executed a Mortgage on the tract of Land he then lived on, to them for their indemnification, in order that they should be reimbursed the money so paid by them for him the said Howell Briggs. That some time afterwards Benja Blunt departed this life, as also Howell & Charles Briggs; and suit was by the representatives of the said Benja Blunt & Charles Briggs; and Thomas Ridley brought against the Widow & heirs of the said Howell to get the equity of redemption in the said mortgaged premises foreclosed, and a sale thereof decreed; but so it was, that this respondent Geo. Briggs prevailed on the other parties complainants to agree to dismiss the said suit provided Richd Blunt Exr. of Benja Blunt decd. should consent to do so. - That the said Richard required of this respondent his bond, and security for the amount so paid by Benja Blunt decd. as a previous condition, in which case he would pass all the interest held by him as Exr. to the said Benja Blunt in the said mortgaged premises to this respondent. - and accordingly a bond was executed by this respondent for the amount claimed, when Thomas Ridley the complainant in the Bill undertook as security. That this respondent made a small payment to Richard Blunt in part of the said Bond - & two

other payments thereon to Michael Leonard, to whom the s^d bond had been transferred - to wit June 1805 the sum of £3:18:0 & Jan^y 1806 the sum of £11:12:0 amounting in all to about twenty Dollars. That the s^d bond was then passed away by Michael Leonard to Thomas Pate on the 21st June 1806 - and suit instituted by the said Pate, to recover the balance due thereon; and here this respondent confesses that the balance then remaining due, was paid by the s^d Thomas Ridley, as appears by an Execution made returnable to this Court at Sept^r 1807 - and further this respondent most solemnly avers that the said Ridley has not, in equity any other, or greater claim to the said mortgage, or other interest therein - or against this respondent, but what results from the payment of the trifling balance recover'd from him as security to this respondent, by the said Tho^s Pate.

This respondent is able to prove that the complainant Ridley, refused to pay any part of the said bond without a suit thereon, which it is believed was the reason of the several transfers of the said bond, previous to the s^d suit on it by Tho^s Pate.

And now so it is, that a second suit has been instituted by Benj^t B. Roper Esq^r of Charles Briggs dec^d and Thomas Ridley, against Susanna Briggs widow of Howell - this respondent Geo. Briggs: and the other heirs of the said Howell Briggs: setting forth the claims of the s^d complainants - and also that this respondent was

entitled to the former interest held by Benj^t Blunt dec^d in the said Mortgage, which this respondent had purchased of Rich^d Blunt Esq^r of Benj^t Blunt, to which s^d second suit this for the purpose of securing the equity of redemption, to the said mortgagee, this respondent filed his answer, which it is prayed may be taken and considered as part of this answer; and at the trial of the s^d suit a Decree was made directing a sale of the s^d Land, and an equal dividend of the purchase money to be made between the Es^r of Charles Briggs dec^d - Thomas Ridley - and this respondent.

That s^d s^r Attorney in fact, for this respondent, did attend the said sale: and then for the first time the right and interest therein of the said Geo. Briggs was denied by Thomas Ridley.

A sale under the decree was however made by the commissioners, leaving the case open for investigation, and future examination into the validity thereof, in order to ascertain wherefore the said Ridley should be entitled to the interest held by the said Geo. Briggs, in the said mortgage. - This respondent having fully set forth the truth, and the various facts in this cause, prays to have the benefit of the Decree which was made at the prayer of the s^d Ridley &c - at Court last - that equal justice be done to him as well as to Ridley the Compt^r in Decreeing to each of them a return back again of what each has paid on account of the said mortgage with interest &c.

Southampton Jct. This day appeared before me Benj
Scott a Justice of the peace for the aforesaid
County of Southampton Jethro Scott Attorney in fact
for Geo. Briggs and made oath that he verily
believes the foregoing answer to Tho. Ridley's
Bill of Objections contain the truth and nothing
but the truth. Given under my hand this
18th Day of April 1813

Ben. Scott

Tho. Ridley

Geo. Briggs

Answer in

Objections

Southampton June Court 1812

Benjamin B. Prosser executor of Charles Briggs
and Thomas Ridley

Comptts

against

In Chancery

Susan Briggs, widow and Relict of Howell Briggs

George Briggs, Colley Briggs, Peter Briggs, Nancy Briggs, Lett
Alexander Briggs, John Briggs, Fanny Briggs, Thomas Briggs
of Henry Briggs co heirs of Howell Briggs &c

This cause this day came on to be heard on the bill of
the complainants, the answer of the defendants, the exhibits and
arguments of counsel; the court upon due consideration thereof
had, ^{do} adjudge decree and order that the complainants recover
of the defendants one hundred and thirty six dollars and
Seventy Seven cents with Interest at six per cent thereon
from the third of November one thousand Seven hundred
and ninety Seven till paid and the costs, being two thirds
of the sum for which a certain tract of land was
conveyed by Howell Briggs to the complainants Thomas
Ridley, Charles Briggs and Benjamin Blunt, to Secure
the sum of two hundred and five dollars and Sixteen
cents with Interest thereon from the time aforesaid -

Therefore it is further decreed and ordered that unless
the said defendants do pay and satisfy the complainants
the first mentioned sum of one hundred and thirty six
dollars and Seventy Seven cents with Interest & costs as aforesaid
on or before the third of November one thousand eight
hundred and twelve next, that then in that case the

dependants their heirs & shall be forever hereafter
foreclosed from all equity of redemption of in and
to the lands aforementioned and that Moody Collier,
Joseph Vicks, Benjamin Vicks, Thomas Jones, Lideon S.
Bell and William Bell, or any three of them make
Sale of the Said lands subject to the Said Susanna's
dower for cash and with the proceeds pay and satisfy
the complainants claims as aforesaid and costs and also
if Samuek shall be in their hands pay and satisfy George
Briggs, (to whom Benjamin Blunts Interest in the ~~Said~~
Mortgage has been transferred, the Sum of Sixty eight
dollars and 38 $\frac{1}{2}$ with Interest from the third of Nov:
1797 and convey the Said land by deed to the purchaser

and makes report to court

Teste

Samuel Kello &

Costs to wit,

Pl 5. 13

Def 6. 00

L. Fee 5. 00

Tag

50

\$16. 63

Amt. of Mortgage - - - - -

Memorandum of the number of acres ~~and boundaries~~ of a tract of land -
conveyed by mortgage deed ~~executed~~ by Howell Briggs to Benjamin
Blunt, Thomas Ridley & Charles Briggs -----

All that plantation meadow tract and parcel of Land whereon the
Said Howell Briggs, now lives, also one other tract or parcel of
Land near adjoining thereto called Kellegys place the whole containing
by estimation ^{two} hundred and Seventy six acres be the same more or
less situate lying and being in the county of Southampton and parish of
Netteway aforesaid and bounded according to the known & reputed bounds
thereof.

Teste James Rochelle D^c

545

6-1-2

6-1-2

7-1-2

7-1-2

7-1-2

7-1-2

6-1-2

6-1-2

6-1-2

Col. Blank
Ridley

November 1797
The Condition of the above obligation is such that
if the above bound Benth Black Charles Briggs
The Heirly do & shall well and truly pay or cause
to be paid unto the said Jordan Deacon his heirs
Executors Adms or Assigns the sum of
Two Hundred & Sixty Dollars & Sixteen Cents then this
obligation to be Void or Else to remain in full
force and virtue in Benth Black for

The Ridley Coal

1798 March 19th Received of Capt. Charles
 Briggs Sixty Nine Dollars & Sixty two Cents part
 of the within bond —

Robert Denson

69 862.

April 17th 1798. Received of Col Benjamin Blount Sixty Nine
 Dollars & Ninety six Cents in part of the within bond

35
 5
 175
 6996
 7171

September 17th 1798. Received of Col Thomas Ridley
 Seventy one dollars & 71 Cents for the balance of the within
 Bond & Int

~~Demond~~

~~Demond~~

Col. Blount &
 Ridley

545
 2
 642
 6-122
 7162
 7222
 2
 2-5

64122
 3-5
 2
 64116

208:43:69:62
 205:16
 3:77
 20
 3:7

205 12:30

Briggs
To J. Deed
Blunt in trust

July 1799 by 3
wit and or

Recorded
Page 77
Examined

At a Court held for the County of Southampton the 15th
day of July 1799 - This Indenture Receipt thereon
indorsed was proved by the oaths of Moody Collier Rob^t Good-
wyn & Tho^s Hunt three of the Witnesses thereto and ordered
to be Recorded -

Sam Kello

Notary

I Richard Blunt executor of Benjamin Blunt
do for value Rec^d transfer and convey by these presents unto
Thomas Peabody his heirs or assigns all the right title or claim
of Ben^y Blunt dec^d of in and to the within deed. Witness
my hand & seal this 19th day of June 1804

Read & delivered
in presence of 3

Lam^l Blunt

Benj. B. Roper

Richard Blunt Seal
Exor of Ben^y Blunt

Received This 23rd day of November 1797 of the within Named Benjamin Blunt Thomas
Ridley & Charles Briggs the sum of Two hundred Five dollars & Sixteen Cents being the Consider-
-ation money with Mentioned.

Howel Briggs

Witnesses

Benjamin ^{his} Pitfield

John + Scarbrough

~~Thomas~~ ^{mark} ^{his} Johnson

Moody Collier

Robt Goodway

Who Hunt

Howel Briggs
to
Benjamin de

This Indenture made this Twenty third day of November in the year of our Lord One thousand seven hundred & Ninety seven between Howell Briggs of the County of Southampton and Parish of Netley of the one part and Benjamin Blunt, Thomas Ridley and Charles Briggs of the same County and Parish of the other part Witnesseth that the said Howell Briggs for and in Consideration of the just and full sum of Two hundred & five Dollars & sixteen Cents - current money of Virginia to him in hand paid by the said Benjamin Blunt, Thomas Ridley & Charles Briggs before the executing and delivery of these Presents the receipt whereof the said Howell Briggs both here by Acknowledges and thereof acquits and discharges the said Benjamin Blunt, Thomas Ridley and Charles Briggs and their heirs assigns forever. And himself therewith fully and entirely satisfied contented and paid the said Howell Briggs both Granted bargained sold aliened enfeoffed released deliver and confirmed and by these presents both Grant bargain sell alien enfeoff release deliver and confirm unto the said Benjamin Blunt, Thomas Ridley & Charles Briggs and to their heirs assigns forever, All that plantation messuage tract and parcel of land whereon the said Howell Briggs now lives also one other tract or parcel of land near adjoining thereto called Killeys place, the whole containing by estimation Two hundred and seventy six acres be the same more or less Situate lying and being in the County of Southampton and Parish of Netley aforesaid and bounded according to the known and reputed bounds thereof. And all the houses Outhouses Edifices build ings Woods waies waters and water courses profits Commodities hereditaments appurtenances whatsoever to the same belonging or in anywise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate Right Title interest Claim or demand of him the said Howell Briggs of in and to the same and every Part and Parcel thereof To HAVE AND HOLD the said plantation messuage Tracts and Parcels of Two hundred & seventy six acres of land be the same More or less Premises with the appurtenances as aforesaid unto them the said Benjamin Blunt, Thomas Ridley & Charles Briggs and to their heirs assigns forever To the only proper use and behoof of them the said Benjamin Blunt, Thomas Ridley and Charles Briggs and to their heirs and assigns forever. And the said Howell Briggs for himself his heirs executors adm^{rs} The said plantation messuage Tracts and parcels of Two hundred and seventy six acres of land more or less Premises with all and every the appurtenances as aforesaid unto them the said Benjamin Blunt, Thomas Ridley & Charles Briggs and to their heirs and assigns forever against him the said Howell Briggs his heirs executors adm^{rs} assigns and against all and every other person or persons whatsoever claiming or demanding the same or any part or parcel thereof shall and will warrant and forever defend by these presents. And the said Howell Briggs for himself his heirs executors administrators assigns both hereby covenants promise and agree to and with the said Benjamin Blunt, Thomas Ridley & Charles Briggs and their heirs and assigns, that he the said Howell Briggs his heirs Or assigns will well and truly pay or cause to be paid unto the said Benjamin Blunt, Thomas Ridley and Charles Briggs their heirs executors administrators or assigns the aforesaid sum of Two hundred & five Dollars and sixteen Cents with lawful interest thereon growing due And upon this special Condition the said Howell Briggs his heirs assigns are to repose the said granted premises as fully and simply as though this deed had not been made In Witness whereof the said Howell Briggs hath hereunto set his hand and affixed his Seal the day and year first above written -

Signed Sealed & Delivered: In presence of
Benjamin Whitfield Thomas Johnson
John + Fearbrough Mark
Moody Collier

Robt Goddard
Tho Blunt

Howell Briggs Seal