

1814-043

SOUTHAMPTON COUNTY  
CHANCERY PAPERS

TURNER

VS. WYNNS & KELLEY  
5/1814

other surnames: Wynne  
[Thomas Dent & Company],  
[Wynns & Kelly], Dent, Fort,  
Wynns, Kelly, Kelley,

To the worshipful court of Southampton county in chancery  
sitting humbly complaining sheweth unto your worships, Your orator  
Benjamin Burnes of Southampton county aforesaid, That  
Wynns & Kelley for the benefit of Thomas Dent Sr., obtained a judgment  
against your orator in the county court of Southampton aforesaid for  
the Sum of \_\_\_\_\_ upon a paper

purporting to be a joint bond executed by a certain Littleton Fort &  
your orator to Wynns & Kelley bearing date the twenty seventh  
day of November 1799 for the Sum of Nine pounds twelve  
shillings, & in the penalty of sixteen pounds four shillings—

That an execution issued from the court aforesaid against the goods  
and chattels of your orator for the judgment aforesaid, and that your  
orators property was taken in execution to satisfy the same—

Whereupon your orator was compelled to give a forth coming bond  
with Charles Brewton his Security— upon which bond a judg-  
ment has been obtained, and executions issued against your orator

Here your orator begs leave to represent to your worships— That the  
said bond is not with the name of your orator as obligor is not in the  
hand writing of your orator, and that he does not ~~now~~ recollect ever  
making the said bond with Littleton Fort to the said Wynns &

Kelley & never authorized any person to make it for him. That

Your orator was disappointed in making a regular defence at  
law, to the action aforesaid, as to the best of his recollection no writ

for the action aforesaid ever was executed on your orator, & that  
he had no knowledge of the action aforesaid going on against him,  
until the Sheriff came with the execution aforesaid. All which  
actings and doing of the contrary to equity and good conscience and  
tend to the manifest wrong & injury of your orator. In tender con-

sideration whereof, and for as much as your orator is remediless in  
the premises without the aid and interposition of a court of Chancery

To the end therefore that the said plaintiffs may be made <sup>and the original</sup> ~~and upon their corporate oath~~ <sup>and the original</sup> ~~to this bill, & true perfect and distinct answer make to all and sin-~~  
gular the allegations of the same, as fully and as effectually as  
if the same were here again repeated & interrogated particu-

larly - and that your worship will grant to your orator general  
Relief in the premises, and a writ of injunction to issue  
from this court to be directed to the ~~S.~~ Defendant, his agent &  
attorneys to ~~sever~~ and stop all ~~proceeding~~ <sup>proceedings</sup> at  
law ~~against~~ <sup>up to the</sup> ~~the~~ said against your Orator until he can  
can be heard in equity - and your Orator as in duty  
bound will ever pray &c.

So  
Campton June Court 1807

From to  
Sam Kells

N. 183

Turner

vs } In Bill

Wynns for Debt

June 1807 Bill

filed Rule to Answer

1814 may continued

Ben Turner  
40 3/4 Dry land  
Wynne for Dent  
July 20th 1807

July 20th

Know all men by these presents that we Benjamin Turner & Wm Whitehead  
are held firmly bound unto Wm Wynne  
surv partner for Thomas Dent  
in the sum of seventy dollars ————— to which pay-  
ment & duty to be made, to the said Wynne for Dent ————— his heirs  
we bind ourselves and each of us our heirs &  
executors & assigns jointly and severally firmly by these presents, sealed with  
our seals & dated this 20 day of July 1807

The Condition of this obligation is such that whereas the said Wm Wynne for the said Dent hath obtained a judgment at common law against  
the said Benj Turner ————— for the sum of nine pounds twelve  
shillings & one penny 27 May 1800 —————  
and Costs such as the above bound Benj Turner ————— hath  
obtained an injunction to stay the proceedings on the said judgment  
& costs untill the matter thereof in equity or a bill filed for that  
purpose can be heard, now if the said Benj Turner —————  
shall well & truly pay or cause to be paid unto the said Wynne for the said  
said Wm Wynne surv partner the aforesaid judgment Costs & all  
Damages Costs that shall or may arise in case the said bill shall  
be defeated, then this obligation to be void or else to remain in  
full force & virtue —

Sealed & deliv'd

In presence of

Sam Rello

Benj<sup>m</sup> his + Turner  
mark

Wm Whitehead

Seal