

1815-013

SOUTHAMPTON COUNTY
CHANCERY PAPERS

LAWRENCE

VS.

GRIFFIN'S ADMINISTRATOR
aa)

11/1815

other surnames: Randolph,
Lawrence, Byrd

Lammie }
vs } Bill
Griffin }
Chas. }
} ~~Griffin~~

June 1807

Pat. filed & rule to am.

July Ditto

Aug. Ditto

Nov embia 20th 1815 Injunctth
dissolved and bill dismissed

Entl

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To the worshipful Justices of Southampton in Chancery sitting
Humbly complaining sheweth unto the Court your
orator Hardy Lawrence.

That your complainant with a certain John K Randolph
now dead entered into a Bond payable to Mlikajah Griffin who
was administrator to a certain Wily Griffin decd.

That the Bond was given in the manner & for the consideration following
The said Wily Griffin in his life time contracted a debt to a
large amount with the said John K Randolph, and died without
adjusting, settling or paying the same. That at the sale of the
estate of said Wily John K Randolph ^{by and thro' the agency of his clerk} ~~attendant~~ purchased
articles to the amount of ^{Twenty} (according
to what your orator then understood) to make a discount (i.e.)
to credit the estate of Griffin on the amount due him (Randolph)
with the amount of articles purchased.

Mlikajah Griffin the agent of said Wily however insisted
for the sake of formality ~~perhaps~~ and to justify ~~himself~~ ^{this conduct}
as ~~advised~~ ^{insisted} in a Bond for the amount purchased by
Randolph. who accordingly gave one with your orator
surety not doubting or your orator believing (nor did your
orator in least doubt) but that he would be
allowed his whole amount against the said Griffin's
estate. and to credit said amount with the amount
purchased at Griffin's sale for which he gave this bond
as aforesaid. Randolph died some time after leaving
a last will & testament and R. W. Mayd ~~was~~ ^{who refused}
to qualify in that capacity. Such who qualified and acted
as administrators with the will annexed. That since the death
of Randolph the said Mlikajah Griffin, hath sued your
orator as surviving obligor of John K Randolph, in the County

Court of Southampton and hath obtained a judgment
against him for said debt with the interest and costs amount-
ing to the whole to ^{which said word he refers and prays to be heard} ^{a part of this Bill} that the said Richd.

Wm. Byrd acted as counsel for said Griffin & as his attorney
moved said Judgment. That he the said R. Wm. Byrd has
in his possession and custody the Books of said John Randolph
and particularly those which show the amount due
from Griffin estate to the estate of said Randolph.
^{Whereas water is now threatened with execution}
Wherefore your water prays that the said
Elizabeth Griffin administratrix of the last will of said
Wm. Byrd administrator with the will annexed of
John L. Randolph, be made defendants and
respondents to this bill and be made answer all and
disprove the allegations therein contained and say
if they are not true. That the said Richd. Wm. Byrd
be compelled to produce the books of Randolph a exhibit
a true statement of the accounts between them and
show the exact amount due by Griffin to Randolph
in his lifetime. That he and also other be enjoined from
further proceedings at law until your water is heard in
equity. May it please the Court to grant a general relief
to make this injunction perpetual.

Colla per

On this 2 day of May 1807

Henry Laughlin made oath before me
a justice of the peace for Southampton County that the
allegations in the above Bill of injunction are true according
to the best of his knowledge & belief

Sworn to in open Court
J. H. H.

Micajah Griffin,
Answer to
Hardy Laurence
Bill of Abjuration


The answer of Micajah Griffin adm^r. Willie Griffin dec^d. to a bill of Injunction exhibited against him in the County Court of Southampton by Hardy Lawrence. — For Answer thereto, or to so much thereof as he is advised is material for him to answer—saving to himself all right of exception &c.

Saith that he is adm^r. of the said Willie Griffin dec^d. and sold off the personal Estate of the said Willie, when a certain Robert Randolph purchased to the amount of £16:13:4, and executed a bond in the name of John Randolph who was a resident of Stafford County for the same and gave Hardy Lawrence of Southampton as security who also subscribed his name thereto; which said bond was due & payable on the 2^d Day of November, 1804 —

That this respondent after waiting a considerable time for payment instituted a suit against the said Hardy Lawrence the security who resided in the County of Southampton and obtained a judgment at March Court 1807. — That the said Hardy Lawrence in order to stay the said judgment and delay payment filed his Bill in Chancery upon the ground as stated in the said bill, that Willie Griffin was indebted to the said John Randolph on open account a sum of money

which the said Lawrence desired to make a set off against the said judgment - and in order to establish the said account against the Estate of the said Willie Griffin, suit was instituted in Suffolk District Court - and after remaining some time without trial the said John Randolph finding he could not support his said action, nor recover any thing, dismissed the said suit since which there remained no pretext for Delaying the said judgment against Lawrence obtained by this respondent.

But so it is may it please the court, that notwithstanding the great lapse of time, since the rendition of the said judgment: and since there remained no longer any pretext for Delay. - yet no relief has been had - and manifest injustice done to the creditors of Willie Griffin dec'd. in withholding from them their just claims in consequence of this suit in Chancery altho' no reason now exists in support of the said injunction.

Another strong reason for Dissolving this injunction will be found by reference to the papers filed in this cause. - The usual terms on which injunctions are granted have not been substantially complied with; the bond which should have been given

by the complainant with security is no better than waste paper, there being neither date nor sum of money mentioned in it - and the security thence Ellicajah Joiner never worth one shilling ^{as it is specified} and is now dead, and as he lived, so he died completely insolvent; and thus this respondent admo. W. Griffin is entirely without security for his said judgment.

Hardy Lawrence being also dead, and his Estate likely to be dispersed so that no prospect of safety remains for this respondent to rest upon but a well grounded hope he trusts that this Court will without farther Delay Dissolve the said injunction so that he may have the benefit of his said judgment at law.

And ^{having} answered prays hence to be dismissed with his costs &c. &c. Forth for
Deft.

Southampton Jct.
This day appeared before me Lemiah C. Justice of the peace for the said County of Southampton Ellicajah Griffin who is mentioned in the foregoing answer and made oath to the truth thereof to the best of his knowledge and belief.
Given under my hand this 20th Day of November 1815. — Joseph J. P.

Know all men by these presents that we Hardy Laurence and
Micajah Joiner are held and firmly bound unto Micajah
Griffin and Willie Griffin and in the just and full sum of

The condition of this obligation is such that whereas the said
Mike Griffin and Willie Griffin have obtained a judgment of common
law of the said Hardy Laurence suing obligor Brock Randolph
for the sum of

and the said Hardy Laurence hath obtained an Injunction to stay
the proceedings

Signed Sealed & Ackn'd
in presence of }
Sam Kello

Hardy Laurence
his
Micajah & Joiner
mark

Seal
Seal