

1818-032

SOUTHAMPTON COUNTY
CHANCERY PAPERS

PORTER

VS. BLUNT'S ADMINISTRATOR et al

3/1818

Other surnames: Jones,
Jackson, Turner

To the worshipping Court of Southampton Bury
sitting in Chancery humbly complaining
sheweth unto your Worships your Orator
Jacob Porter.

That some time in the year 18
your complainant as security of Thomas
Porter, did execute a bond with him the
said Thomas, to Drury Porter, for the sum
of which was due from the said
Thomas Porter to Drury Porter at that time

That some time afterwards to wit in the
year 1807 your complainant, was threatened
with a prosecution by the s^d Drury Porter to
compel him your complainant to pay
off the said Bond — when it was then
at the same time in the power of the s^d
Drury to recover the amount of the s^d
bond from Thomas Porter, who alone
owed the money, a case so unreason-
able, unjust, and oppressive, in the mind
of your orator, that he on being advised
thereto determined to convey his person-
al property to some friend to protect it
from an execution which might be levied
thereon for the debt of another person, and
who was then able to pay the whole
amount of the said debt. That your
complainant Jacob Porter did select as
a friend Robert Jones in whom ^{he} placed
the fullest confidence that he the s^d Robert

would not take advantage of or make
an improper use of a Deed of conveyance
made in his favour on your orator's property
expressly executed for the purpose before
mentioned. It was therefore agreed, and
which your orator is completely able to
establish by good testimony, that a Deed
of Trust should be executed, and a conveyance
made of the following property to wit. - One
Negro man Aron, 20 head of Cattle, two
horses, 3 feather beds & furniture & one Cart
& Whels; and accordingly a Deed of Trust
was executed by your complainant wherein
Henry Blunt ~~was named~~ was chosen trustee
who is since dead and whose proper repre-
sentative is Benj^a. Blunt Jun^r who some
time passed has advertised the said property
for Sale under and by authority of the s^d.
Deed of Trust at the request of the representative
of the said Robert Jones to whom your
orator was in no way indebted. - Nor did
the said Robert ever in his life time set up
any claim whatever to the property so conveyed
altho' more than eight years have
elapsed since the said conveyance made
that having been executed the 24th April
1807 - Nor would any demand ever have
been made, provided the said Robert
Jones had lived, he well knowing that
not the least shadow of a claim existed & Sally M. Jones

with him against your complainant.

That the Debt due from Thomas
Porter to Drury Porter, wherein your orator
was Security has been settled & paid by
the said Thomas Porter; - but no release
of the said property by the s^d. Henry
Blunt Trustee it seems was made -
and the said Robert Jones never having
had any claim induced your orator
to suppose all was at an end relative
to the s^d. Trust and never expected to
have heard farther of the matter.

But so it is now may it please
the court, that your complainant as
~~has advised~~ has not a remedy at common
Law in the premises, but is under the necessity
of praying the interference of this Court
where such matters are properly cognizable.
To the end therefore he solicits that the
Court will order and direct that the said
Benj^a. Blunt & all other persons may be
restrained and forbidden to make sale of
the said property, until this matter can
be heard in equity. That the said
Benj^a. Blunt adm^r Henry Blunt, who
was Trustee for the parties. - Edmund Turner
adm^r Robert Jones; and the heirs of
the said Robert to wit. - Willie Jones, Mary
Jones, Nathl. Jones, Robert Jones, Peter Jones
As also Polly Jones Widow

and estate of the said Robert Jones, Sr. be
made Defendants to this bill, may be compelled
to answer the allegations therein contained on
oath — that the commonwealth's writ
of subpoena commanding it may issue
and for general relief — And as
in duty bound your orator shall ever
pray &c. Jacob Porter

Jacob Porter

vs

Benj^a Blunt ad.

Henry Blunt & al.

Bill in Chancery

June 1815 Inj. granted.

Subpoena issued.

~~March 17th 1816 Inj. refused.~~
~~March 1816~~

March 1816 answer filed & rule
to dissolve — monthly meet-
ing dissolved.

March 1818 Inj. dissolved

To the worshipful Court of Southampton in
Chancery sitting. The separate answer of
Benjamin Blunt adorns with the will and
of Henry Blunt died to the bill of complaint
exhibited against himself Edmund Turner
adorn of Robert Jones and and Willie Jones
Nanny Jones, Nathaniel Jones, Robert Jones
Peter Jones and Sally M Jones heirs of the
said Robert Jones and and Polly Jones widow
and relict of the said Robert Jones died by
Jacob Porter. This respondent now and
at all times hereafter having and receiving
to himself all and every benefit of exemption
to any error misstatements or imperfections
in the complainants bill contained for
answer thereto saith that he knows
nothing of the matters and things stated
in the complainants bill save such infer-
-ences as he has acquired from the
said bill and refers to therein, by which
it appears that he as the personal repre-
-sentative of Henry Blunt died who was
truster in said deed, was bound to
carry the same into effect when he
was thereto required. This respondent
having answered may. the. have dis-
-missed with his costs in this behalf unjustly
expended and advise &c. Benjamin Blunt

Southampton County Set.

Benj^{cs} Blunt this day personally appeared
before me a justice of the peace for the said
County and made oath to the truth of
the foregoing answer. Given under my
hand this 3rd day of April 1816.

J. J. Blunt
#

Blunt adm^r &c

Cr { answered -
Cortes - }

April 8th 1816 and given

Turner adms

adms

Porter

Amos

March 18th 1816 amos

files

May 20th 1815 Left Depr. files

To the worshipful Court of Southampton in Chancery sitting

The separate answer of Edmund Turner to the bill of Injunction exhibited against himself as adm^r of Robert Jones and Benjamin Blunt adm^r Henry Blunt and and Willie Jones, Nancy Jones, Nathaniel Jones, Robert Jones, Peter Jones and Sally M^r Jones heirs of the said Robert Jones and and Polly Jones widow and relict of the said Robert Jones and by Jacob Porter - This respondent now and at all times saving and reserving to himself all and every benefit of exceptions to all errors imperfections mistakements and untruths in the complainants bill contained. for answer thereto, or to as much thereof as he is advised is necessary and material for him to answer, answering saith - That he knows nothing of the circumstances stated in the complainants bill relative to the considerations upon which the said in trust therein mentioned is founded. He only knows that he found the said record in the Court of this County wherein it is acknowledged by the complainant that he was indebted to the said Robert Jones in the sum of £178 to secure the payment of which sum the property mentioned in the complainants bill is conveyed to a certain Henry Blunt in trust, and this respondent begs leave to exhibit as a part of his answer the original and which is hereto annexed - If the complainant executed the aforesaid deed for the fraudulent purpose stated in his bill, it is a fact unknown to your respondent, and the complainant must apply elsewhere for redress ^{to establish} so foul and base a transaction. But

of what avail will it be to the complainant
to seek for evidence to establish his own dishonor?
Your respondent is advised that a Court of Equity
will never lend its aid in support of a fraud, or in
any ^{and} countenance one who makes an open confes-
-ion of his having committed a fraudulent act - And
the contrary it is the peculiar province of that Court
to relieve against a fraud, and it is always
required that he who comes there for relief must
come with clean hands and a clear conscience
Let a Court of Equity give its sanction to conduct
like this, and the certain consequences will be sent
and confidential conveyances made to elude
the payment of just debts whenever the debtor
is pressed for payment by his creditor, and so
soon as he may have compromised with his
creditors or otherwise extricated himself from
his embarrassment a Court of Equity will be
called upon to sustain the conveyance null
and void - in fine a door will be opened for the
practice of frauds to such an extent that
all confidence between men in relation to
contracts will be at an end. To prevent evils
like these Courts of Equity have been established
and this respondent confidently believes that
even tho it should appear that the complain-
-ant's statement is true that he will not
be entitled to the aid of this Court. This
Respondent calls upon the complainant
to furnish evidence of the facts alleged

in his bill, as he is not prepared to admit them
This respondent prays that the injunction obtained
by the complainant may be dissolved and that
the assets of the trust Henry Wheat may be allowed
to proceed to make sale of the property conveyed
by the deed in question, and in all respects to
execute the objects contemplated by said deed
This respondent having answered pray, to be heard
dismissed with his costs in this behalf most
unquittingly sustained. And hence &c -

Southampton March 13. 1846

Edmund Turner this day, personally appeared before
me a justice of the peace for the said County and
made oath to the truth of the foregoing answer
Given under my hand the day and year above
written.

Wm. Johnston J.P.

The Commonwealth of Virginia to the Sheriff of South-
ampton County and to Benjamin Blunt administrator of
with the will annexed of Henry Blunt dec^d Edmund
Turner administrator of Robert Jones dec^d and the heirs
of the said Robert Jones to wit, Willie Jones, Nancy Jones,
Katharine Jones, Robert Jones, Peter Jones & Sally all Jones
and Polly Jones widow and relict of said Robert Jones
dec^d and to their counsellors, attorneys, and agents and
every of them greeting whereas it has been represented
into the court of the county of Southampton in chancery on
the part of Jacob Porter, who hath prayed that he
may have our writ of Injunction Subpoena and for
stay of all further proceeding upon a deed of trust
executed by the said Jacob Porter to Henry Blunt in
his lifetime for the benefit of Robert Jones, till the
hearing of the cause in chancery upon a bill filed
for that purpose. we therefore in consideration of
the premises aforesaid, strictly enjoin & command you
the said Sheriff Benjamin Blunt adm^r as aforesaid
& Edmund Turner adm^r as aforesaid and all and every of the
persons before mentioned that you and every of you
absolutely desist from all further proceedings against
the said Jacob Porter, on the deed aforesaid untill

the hearing
 of this matter in chancey under the penalty of \$100
 and have the return thereto - Attest James
 Rochelle Clerk of said Court at his office the
 20th (22nd) of June 1845 and 30th Year of the common
 wealth of Massachusetts

Rochelle C.

Porter
 11
 Instructions
 Mount D. Robinson
 Executed on Benjamin
 Blunt, Miss Jones;
 Mary Jones; Mathew
 Jones; Robert Jones;
 Peter Jones; Sally M.
 Jones & Dorcy Jones;

Porter }
M } Commission to
Turner D. } take depositions

The Commonwealth of Virginia to Benjamin H. Johnston
& Laurence B. Gentlemen Justices of the peace for the
county of Southampton greeting: Know ye, that we,
trusting to your fidelity and provident circumspection
in diligently examining Wm. Porter, Oliver Stephenson &
James Jackson witness as well on behalf of Jacob
Porter Complainant as Edmund Turner Senr. ^{et} adms Robt.
Jones sec^d. Defendant in an Injunction in chancery
now depending and undetermined in our county court
of Southampton, Command you or any two or more
of you, that on such certain days and at such
places as you shall appoint, you assemble yourselves,
and the witnesses aforesaid before you, you call and
cause to come, and diligently examine on the Holy
Evangelist of Almighty God, and their examinations
into our said court, distinctly & plainly without delay
you send & certify enclosed, returning to us also this writ-
tense James Rochelle clerk of our said court at
his office the 26th of March 1816 of 40th year of the com-
monwealth - James Rochelle Clk.

Wth Edmund Turner adm^r. of Robert Jones deceased
Sir

You will please to take notice that I
shall on Tuesday the 14th day of May next. between
the hours of 12 o'clock and 3 o'clock of that day
at the house of ^{Henry Hodge} ~~Robert Jones~~ in the County of
Southampton: Proceed to take the Deposition of
Sundry witnesses, to be read as Evidence in a suit
of an Injunction in Chancery, now depending in
the County Court of Southampton: in which I am
the Complainant and Yourself as the Adm^r. of Robert
Jones dec^d is Defendant - When and Where
you may attend if you think proper

I am Sir Yours &c

Jacob Porter

not
April 22. 1816

1816. May. 3^d I do hereby Acknowledge. to have received
a True. Copy of the within Notice —
Edm^d. Turner

Southampton Feb.

Pursuant to a summons to us directed from the Court of the county aforesaid. We have caused to come before us William Porter, who being of full age & duty sworn, deposes & saith — that Jacob Porter: became bound for a certain sum of money, as security for Thomas Porter to a certain Denny Porter: that Thomas Porter and the said Denny Porter each removed from this state before the debt was collected: that some time afterwards, the said Denny Porter returned to this state with an intention of compelling the said Jacob Porter to pay the debt as security to avoid and prevent which the said Jacob Porter did execute an instrument of writing to Robert Jones conveying to him the title of certain property. Acknowledging to have received certain value therefor. But this Deponent understood and believes the conveyance was made for the sole purpose of preventing Denny Porter from recovering the Debt as security: which the said Denny afterwards did recover out of the property of the said Thomas Porter — and further this Deponent saith not. —

Question by Edmund Turner to Wm Porter

do you know whether Jacob Porter was indebted to Robert Jones at the time the conveyance was executed.

Ans^r. I don't know that he was —

William Porter

Signed L Swome to before us this 14th day of May
1816. Agreeable to the Notice —

Attest
Larr Cook & Seal

Southampton County

Pursuant to a Commission to us directed from the court of the county aforesaid. We have caused to come before us James Jackson, who being of full age, & first sworn, deponeth: & saith:— That some time, in the year 1813 or 14 that Robert Jones came to his shop, and during his stay observed that he had a Deed of Trust on all the Property: that Jacob Porter possessed, and that he did not think that he should trouble Porter during his life: Jones further stated that Jacob Porter had before Thomas Porter Security for a certain Debt to Drew Porter: and ^{that} it not have been for him, that Jacob Porters Property would be taken to pay the said Debt due Drew Porter. — but that he would see that Jacob Porters Property, should not be taken to pay Security debts: He further stated that the Sheriff had taken a Negro by the name of Aaron, belonging ^{to} Jacob Porter, but the Negro had made his escape & came to him: — The Witness further states that he asked Robert Jones, how Jacob Porter came to be owing him, he answered that it was Money lent at different times — but from the conversations of Jones, the Witness was fully of Opinion that that the Deed of Trust was executed to him, for the purpose of preventing the said Jacob Porters Property from being Subject to pay the debt ~~for~~ which he was Security to Thomas Porter —: and further the deponent saith not: —

James Jackson

Signed and sworn to before us this 14th day of May 1846 agreeable to Notice —

Wm. J. Adams A. P. Seal

Lamm. Cook A. P. Seal

Porter

To

Plant &c.

Aug. Bond

Know all men by these presents that we Jacob Porter and William Porter
are held & firmly bound unto Benjamin Blunt ~~and~~ Henry Blunt in the sum
of one hundred dollars to which payment well and truly to be made unto the
said Benjamin Blunt ~~and~~ as aforesaid he has seen or ~~admits~~ we bind ourselves
our heirs, executors & assigns jointly and severally firmly by these presents sealed with
our seals and dated this 13th day of July 1815

The condition of the above obligation is such that whereas the
above bound ~~Jacob Porter~~ hath obtained an Injunction to stay
all further proceedings upon a Deed in trust executed by the said Jacob
Porter to Henry Blunt in his lifetime ^{for the benefit of} ~~to several persons & houses,~~
until the matter thereof in equity on a bill filed for that purpose
can be heard now if the said Jacob Porter or Mrs Porter or either
of them shall wilfully truly pay or cause to be paid unto the said
Benjamin Blunt all damages and costs that can or may arise
in case the said Injunction should be dissolved then this
obligation to be void otherwise to remain in full force & virtue
Jacob Porter Seal.

Teste
Rochelle

Jacob Porter Seal.

William Porter Esq