

1819-008

SOUTHAMPTON COUNTY  
CHANCERY PAPERS

JOHNSON + al

VS. COLLIER et al

12/1819

other SURNAMES: Ridley,  
Lewis, Kendal, Johnston  
Andrew C. Hagaman + Company,  
Kendall, Hagaman, Gee, Everitt

To the worshipful the County Court of Southampton  
sitting in Chancery

Humly explaining represent  
to your worship your orator Benj<sup>r</sup>. W. Johnson &  
Francis Ridley that your orator Johnson some years  
since was seized possessed of a tract of land & appurtenances  
in this county known by the appellation of the  
Cops Keys ~~which~~ he sold to a certain W<sup>m</sup>. Evers  
but retained the legal title in himself until the 26th  
day of March 1818 at which time the s<sup>d</sup>. Evers sold  
the said land to a certain W<sup>m</sup>. R. Collier for the  
sum of \$5500 ~~which~~ it was agreed by an arrange-  
ment among all the parties concerned, should be paid  
to the credit of your orator Johnson in discharge of  
so much of his claims against the s<sup>d</sup>. Evers as the s<sup>d</sup>.  
first sale & accordingly your orator Johnson then  
& before executed a deed of bargain & sale to the  
s<sup>d</sup>. Collier conveying to him the legal right to the said  
land ~~and~~ the s<sup>d</sup>. Collier by the directions of the said  
Johnson executed his several bonds to a certain  
Jat. Esq & your orator Ridley to whom your orator  
was indebted to the said amount of \$5500. That  
subsequently to these transactions the s<sup>d</sup>. Collier for the  
purpose of securing to the s<sup>d</sup>. Esq & Ridley the pay-  
ment of the said sum of \$5500 executed a deed of  
trust in a tract of land situated in the County of Dorset  
in the Copanupuck swamps which has been subsequently  
sold & sold on the 10th day of Nov<sup>r</sup>. 1818 & produced the  
sum of \$5500 which was applied to the discharge  
of the said sum of \$5500 aforesaid leaving a balance  
due on that day including the expenses attending the  
execution of the said trust & interest of \$547.44 as will

fully appear by a statement hereto annexed marked A  
& prayed to be taken as a part of this Bill. That  
the said sum of \$847.44 still remains unpaid & is due  
exclusively to your orator Ridley, the said sum having  
been satisfied out of the proceeds of the aforementioned  
land as aforesaid. Your orator has further to request  
that the s<sup>d</sup> Collier is completely insolvent & that they  
have no alternative left them to obtain the said  
balance but by resorting to that equitable lien on  
the tract of land before mentioned the Crop Keys which  
they are advised by their counsel also exists on  
land in the possession of a vendor to satisfy the  
purchase money to the vendor. That now so it is  
the s<sup>d</sup> Collier on the very same day on which the said  
sale of the aforesaid land occurred the 10th Nov.  
1878 for the purpose of securing a debt due from him  
to a certain Jas. N. Kendall of \$836 due on that day, executed  
to a certain Edwin Lewis a deed for the s<sup>d</sup> tract of  
land the Crop Keys in trust to be sold by him for the  
satisfaction of the said debt; and has also since that  
period trust on the 18th July 1879 executed another deed for  
the s<sup>d</sup> land to the said Lewis in trust to secure the  
payment of \$827.40 due the day last aforesaid to a  
certain Andrew C. Hazaman (a merchant of the town  
of Petersburg). Your orator expressly charges that the  
s<sup>d</sup> Kendall at the time of the execution of the deed of  
trust on the Crop Keys for his benefit had full knowledge  
that should the aforesaid tract sell for not enough  
to pay the debt with which it was charged that the  
Crop Keys tract was bound for such balance & would  
be resorted to for the purpose. That the s<sup>d</sup> Lewis  
has already admitted that he shall under the s<sup>d</sup> deed  
for the benefit of the s<sup>d</sup> Kendall proceed to sell the Crop  
Keys on the 10th day of August next & that your orator  
are informed that he has had directions from the s<sup>d</sup>

Hazaman & Co to proceed in the same manner to enforce  
the payment of their claims by a sale of the land on the  
s<sup>d</sup> 10th of August next & that he intends very shortly to  
advertise under this deed of trust also, all which is  
contrary to equity & tend to deprive your orator  
of the remedy which they conceivably should  
have existed in their hands against the said land.  
In consideration whereof & inasmuch as your  
orator are without remedy at law in the premises  
& can only be relieved by resorting to a court of Chan-  
-cery where matters of this kind are peculiarly  
congruous. To the end therefore that the said Thos. O.  
Collier, Edwin Lewis, James B. Kendall & Andrew  
C. Hazaman & Co. may be made defendants hereto  
& compelled on their oaths to answer the pre-  
-mises a bill, explicitly & unequivocally, as if every  
charge & allegation were here repeated & they are  
by interrogated thereto. That your worship will be  
pleased to make an interlocutory order restraining  
restraining the s<sup>d</sup> Lewis as trustee & all other persons con-  
-cerned from proceeding on the said deed of trust until the  
matters herein set forth can be fully heard & that  
finally your worship having considered the premises  
be pleased to direct & order that the s<sup>d</sup> balance  
be p<sup>d</sup> to your orator Ridley with accrued interest to  
be by the s<sup>d</sup> trustee when he shall make sale of the said  
land before he disposes of the proceeds thereof in  
discharge of either of the said claims, or at any rate that  
the lien of the said Kendall who is charged to be a purchaser  
- here with full notice be preferred in favour of that  
of your complainants, and moreover that your worship  
grant such other & general relief in the premises against  
all or any of the said defendants as may be deemed most  
convenient with equity & the rules of this court. May  
it please your worship to award the costs of this bill

This day personally appeared before me Samuel  
Cook a Justice of the peace for the County of  
Somerset in Benj<sup>l</sup> W. Huson & made oath that  
the facts stated in the foregoing bill in Chancery are  
true to the best of his knowledge & belief. Given under  
my hand this 19<sup>th</sup> day of July 1879.

Samuel Cook J.P.

Ridley to  
3 of Bile.  
Lewis to

Tracy H. Wood.

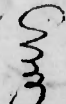
Aug. 16<sup>th</sup> 1879 Deanna Filed

Dec. 1879 Inj<sup>or</sup> Dep<sup>o</sup>to.  
with Certs

Depts costs (see under)  
Es: 3.24  
fee 5.00  
8.24

(Life ignis)

Russell & Co

607  Demarest

Johnson & Riely

Thomas R. Collin & Edwin Lewis -

James B. Kendall, & Andrew C. Hagaman H<sup>o</sup>

vs. <sup>THE</sup> ~~THE~~ Demuree In Chancery

Benjamin W. Johnson and Francis Ridley.

These defendants by protestations not confessing or acknowledging all or any of the matters or things in and by the said bill set-forth and complained of to be true, in manner of form as the same are therein & thereby set forth and alleged, say they are advised by counsel that there is no matter or thing in the said bill contained good & sufficient in law to call these defendants in question in this worshipping court for the same, but that there is good cause of demurree thereunto, and therefore these defendants do demur thereunto, & for cause of demurree these defendants say, that the complainants said bill (in case the allegations therein contained were true which these defendants do in no sort admit) contains no statement of a case, or matter of equity wherein this Court can grant any decree, or give the complainants any relief or assistance, as against these defendants: Wherefore & for divers other errors & imperfections in the said bill appearing, these defendants do demure in law thereunto: and humbly demand the judgment of this worshipping Court whether they shall be compelled to put in any further or other answer to the said bill, & humbly pray to be heard & compassed with their reasonable costs in this behalf most wrongfully sustained.

Rich<sup>d</sup>. H. Baber

atty for defts. -



Johnston W. }  
 " }  
 Collier W. }

2<sup>c</sup>  
 3<sup>c</sup>  
 3<sup>c</sup>

Aug: 18<sup>th</sup> 1869

Executed on Th<sup>s</sup>. W. Collier,  
 Edwin Lewis, & Andrew  
 C. Hagaman d<sup>o</sup>  
 James B. Kendall no  
 inhabitant

Caw. & P. S. C. of  
 Rich<sup>d</sup>. W. Clements  
 Sheriff

The Commonwealth of Virginia to the Sheriff of  
Southampton County and to ~~Edwin Lewis~~, Thomas R. Collier  
Edwin Lewis, James B. Kendall and Andrew C. Haganman  
Esqrs. their Counsellors, Attornies and Agents, and every of  
them, Greeting: Whereas it has been represented unto  
the County Court of Southampton in Chancery, on the  
part of Benjamin W. Johnston & Francis Bidley, who  
have prayed that they may have our writ of  
injunction Subpoena for to stay all further proceed-  
ings upon the two deeds in Trust executed by Thomas  
R. Collier to Edwin Lewis Trustee to Secure James B. Kend-  
all and Andrew C. Haganman (which said deeds are  
particularly described & mentioned in the Complainants bill)  
till the hearing of the matter in Chancery, upon a  
bill filed for that purpose: We therefore in consid-  
eration of the premises aforesaid, strictly enjoin and  
command you, the said Sheriff and Thomas R. Collier  
Edwin Lewis, James B. Kendall and Andrew C. Haganman  
Esqrs. absolutely to abstain from all further proceedings  
against upon the said deeds in Trust aforesaid until the  
hearing of the matter in Chancery as aforesaid - under  
the penalty of £100 each - And have them show  
this writ - Witness James Rochelle Clerk of our said  
County Court of Southampton at his Office the 20<sup>th</sup>  
day of July 1819 and 44<sup>th</sup> Year of the Comm<sup>o</sup>.

James Rochelle c. c. c.



Johnson & Riddle

27  
Sollier St. July 9 1815

To Southampton County Ct.

1815

Executed 22<sup>th</sup> July 1815

W. Washburn D.S.

for  
Roger M. Gallory Esq.

The Commonwealth of Virginia to the sergeant  
of the Town of Petersburg and to Thomas  
R. Collier, Edwin Lewis, James B. Kendall  
and Andrew C. Heyeman Esq. their counsellors,  
attornies and agents and every of them. Greeting.  
Whereas it has been represented into the County  
Court of Southampton in Chancery on the part  
of Benjamin W. Johnston & Francis Reily, who have  
prayed that they may have our writ of injunction  
subpoena for to stay all further proceedings upon  
the two Deeds in Trust executed by Thomas R.  
Collier to Edwin Lewis Trustee to Secure James B.  
Kendall and Andrew C. Heyeman Esq. which said deeds  
are particularly described & mentioned in the  
Complainant's bill till the hearing of the matter in  
Chancery upon a bill filed for that purpose. We  
therefore in consideration of the premises aforesaid  
strictly enjoin and command you, the said Sergeant  
and Thomas R. Collier, Edwin Lewis, James B. Kendall  
and Andrew C. Heyeman Esq. absolutely to assist from  
all further proceedings upon the deeds in trust  
aforesaid until the hearing of the matter in Chancery  
is aforesaid under the penalty of £100 each. And  
have them there this sixth of July 1819 & 44<sup>th</sup> Year of the common  
James Rochelle Esq.

James Rochelle Esq.  
514

Thomas Ridgely

as  
Solicitor at Law } July 9<sup>th</sup> 1815

To Southampton County Ct.

1815

Executed 22<sup>th</sup> July 1815

Wm. Cashill D.D.

for  
Roger Mallery Geo<sup>t</sup>

Done in  
the within  
affirmed in the  
presence of James G. Rindge only  
James Rindge

Thos. R. Collier

Statement of debt

Balance 847.94

A

Thomas R. Collier. ————— (W. 1)

To Bond to James Lee. in use of purchase of Crofkeys.

due 26<sup>th</sup> Mar 1818 .. — \$1000.00.

To Interest to 10<sup>th</sup> November 1818: 7. Mo. 14 ds .. is .. 37.33.

To Bond to Mrs. Ridley on ac. of the Land due 1<sup>st</sup> Octo 1818: 3450.00

To Int. to 10 November 1818: 1. Mo. 10 ds .. .. is .. 23.00

To Bond to James Lee. due 1<sup>st</sup> Octo. 1818 .. .. . 1050.00

To Int. to 10 November 1818: 1. Mo. 10 ds. .. .. . 7.00

—————  
\$ 5567.33

Recording. deed. in trust 175 \$ .. .. . 14.75

5 p. Cent. Com<sup>l</sup> .. .. . 278.36.

—————  
\$ 5847.44

1818.

Cro

November. 10. By. Amount of sales. of the Apamunast  
Land. under the deed. in trust to  
Secure so much of the purchase  
Money. of the Crofkeys:— Paid by  
James B. Kendall — — —

5000.00.

Balance. Still due for the Crofkeys. \$ 847.44.

Johnston & Pilsley  
D  
Collier & Co  
Suj. = bonds

Know all men by these presents that we Benjamin W. Johnston, Francis Bidley and  
are held and firmly bound unto Thomas P. Collier, Edwin  
Lewis, James B. Kendall and Andrew C. Haganan, in the sum of One hundred dollars  
to which payment well and truly to be made unto the said Thomas P. Collier,  
Edwin Lewis, James B. Kendall, and Andrew C. Haganan, we bind ourselves our  
heirs, exors and admors jointly & severally firmly by these presents sealed with our  
seals and dated this 20<sup>th</sup> day of July 1819 -

The condition of the above obligation is such, that whereas the said  
Benjamin W. Johnston & Francis Bidley, hath obtained an Injunction to stay  
all further proceedings on Two Deeds in Trust executed by Thomas P. Collier  
to Edwin Lewis to Secure the payment of certain sums of money to James  
B. Kendall and Andrew C. Haganan (which said Deeds in Trust are par-  
-ticularly described & mentioned in the bill of the complainants) until the  
matter in equity on a bill filed for that purpose can be fully heard -  
Now if the said Benj<sup>o</sup> W. Johnston, & Francis Bidley, shall well & truly  
pay or cause to be paid unto the said Thomas P. Collier, Edwin Lewis, James  
B. Kendall and Andrew C. Haganan all damages and costs that can or may arise  
or be awarded in case the said Injunction shall be removed then this obligation to be void  
or else to remain in full force & virtue -

Signed sealed & deliv<sup>d</sup>.  
in presence of

B. W. Johnston  
3

Edw  
Lewis

J. B. Kendall  
A. C. Haganan