

1819-020

SOUTHAMPTON COUNTY
CHANCERY PAPERS

BUNN

VS. BRIGGS' EXECUTOR

etc.

3/1819

other surnames: Jones, Speed

Bunn.

u.

Briggs 25. 1. 3

Bill

17th
May 1814 Injunction granted &
bond given

To the worshipful Court of Southampton County in Chancery sitting -
Humbly complaining shew^{eth} unto your worship your orator Russell
Broom, that on the day of he, together with a certain Albrington
Jones, executed a bond to Charles Briggs Jr. Executor of Charles Speed
deu^t, for the sum of six pounds, five shillings, payable on
- that after the said bond
became due your orator deposited with the said Albrington Jones
funds sufficient to pay said charge the same - and that the said
Charles Briggs informed your orator that the said Albrington Jones
had fully paid & settled the amount of the said bond - Inasmuch
it has so happened that the said bond was not taken in by the
said Albrington Jones & if he took a receipt for the payment
during the same has either been lost or mislaid - Suit hath been
instituted thereon on the common law side of this Court against
your orator, Judgment obtained & Execution issued, by which
your orator's property is now liable to be sold - Which is contrary
to Equity & good conscience - In tender consideration whereof & because
your orator is remediless in the premises except thro' the Intervention
of a Court of Equity - to the end therefore that ~~your~~ the said William
Briggs Esq. of the said Charles Briggs deu^t, who was Int. of the said
Charles Speed deu^t, may be made defendant to this bill
He is compelled on his corporal oath to answer all & singular
the allegations of the premises & that as fully as if the same were
herein again repeated & he thereunto particularly interrogated -
That the said William Briggs Esq. as aforesaid, his agents & others
may be enjoined from further proceeding on the said judgment of

Execution until the matters of this bill are fully heard &
determined in Equity, that any other General relief may be granted
in the premises consistent with Equity & good Conscience, may it please
the Court to grant the Commonwealth the writ of Habeas Corpus
Commanding &c and as in duty bound your orator will ever pray &c

Sh^h for Compl^t

Sworn to in open court this 14th May 1844
Proche

Briggs ex Briggs & Co

Bund.

Answer —

July 15th 1815 answer filed

March 16th 1819 Dijon
Dissolved with damages
according to law —

\$ 20.36

Costs

Per H. C. C.

To the worshipful Court of Lenthampston in Chancery
sitting The Answer of William Briggs Executor of
Charles Briggs who was executor of Charles Speed
and to the bill of Injunction exhibited against
him by Benwell Bennet -

This Respondent now and at all times saving and
reserving to himself all and every benefit of exaction
to all and every error or imperfection in said bill
contained, for answer thereto or to do more thereof
as he is advised is material and necessary for
for him to make answer unto answering saith -

That he knows nothing of the payment
intended to have been made by the complainant
through a certain Albrigton Jones in satisfaction
and discharge of the note upon which your
respondent as has been alleged hath obtained a
judgment. That he found the note among the
papers of his tutor without the seal now
claimed endorsed upon it and therefore supposes
the whole amount was due. That he is
confirmed in his belief that the note was
never discharged by the said A Jones or any
other person, by the circumstances of having
now in his possession a note executed by the
said A Jones and a certain James Whithead
to the said Charles Briggsers of Charles
Speed and further sum of One pound eight

Shillings with a credit endorsed upon it of
which will be made up if required by the Court.
One pound three shillings and $3\frac{3}{4}$ your
respondent cannot believe ^{seeing} that a credit so
nearly extinguishing the amount of a note
for a very small sum ^{has} ~~having~~ been given
that the entire payment of the note in
question would not have been evidenced by
a similar endorsement and delivery of the
note or a receipt. In fine your respondent
having no other testimony of the facts alleged
by the complainant than such as is
set forth in his bill, deems it his duty,
more especially as he is acting in a
judicial character, to require of the
complainant full complete and legal
evidence to establish the truth of his
allegations. Your respondent having
answered the material allegations contained
in the complainant's bill, prays that the
issues therein obtained in this case may be
disposed, and that he may be permitted
without the further interference of this Court,
to have his execution upon his judgment
obtained against the complainant at
law, and ~~and~~ ^{and} on this behalf most
unjustly sustained and he will &c

Southampton County Court.

William Briggs 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 18th day of July
1815 -

Briggs J. P.

The bond referred to in the within executed by A. Jones & James Whitehead
to Chas. Briggs Secy of Chas. Jones - Delivered to Mrs. Briggs
17th Jan. 1870

W. H. H. H.

Inj. B. d.

Know all men by these presents that we Bennett Bunn and
Griffin Luth — ^{Ch. Spies} are held and firmly bound unto M^{rs} Briggs
Deor Charles Briggs who was son 1 — in the sum of _____ dollars

to which payment well and truly to be made unto the said

we bind ourselves heirs executors and administrators jointly and sever-
ally firmly by these presents sealed with our seals and dated this 17th day
of May one thousand eight hundred and fourteen,

The condition of this obligation is such that whereas the
said M^{rs} Briggs son W. instituted a suit at common law against the
said Bunn for the sum of _____ dollars, and whereas the above bound
Bennett Bunn & Griffin obtained an injunction to stay the proceedings
on the said suit until the matter in equity on a bill filed for that pur-
pose can be heard. — Now if the said Bennett Bunn & Luth shall well and truly
pay or cause to be paid unto the said M^{rs} Briggs son W. all damages
and costs that can or may arise; in such case the said injunction shall
be dissolved and also the amount and costs on which the said suit is insti-
tuted after disbursement. — then this obligation to be void else to remain in
full force

Signed Sealed and acknowledged
in the presence of

James Rockelle

Bennett Bunn Seal

Griffin Luth Seal

much to Depolice

18
2.6
2.8
1.8
2.0
2.0
4.0
26.0

Bridges at No 4 Barron St

answer ———

Monthly. rent to Depolice — 18.24

Free ——— 5.00

mo. to Depolice ——— 1.60

\$20.36

52 52

52

$$\begin{array}{r} 12 \\ 26 \\ \hline 72 \\ 24 \\ \hline 3.12 \\ 2.8426 \\ \hline 5.469 \\ 234 \end{array}$$

$$\begin{array}{r} 5.20 \\ 8.12 \\ \hline 3.72 \\ 1.80 \\ \hline 13.24 \end{array}$$

11.44

$$\begin{array}{r} 10 \\ 26 \\ \hline 160 \\ 12 \\ \hline 1.90 \end{array}$$

$$\begin{array}{r} 13.24 \\ 5.00 \\ 1.60 \\ \hline 19.84 \\ 52 \\ \hline 20.36 \end{array}$$

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