

1819-024

SOUTHAMPTON COUNTY
CHANCERY PAPERS

DENSON'S EXECUTORS VS. WOOLFROM

2/1819

other SURNAMES:

WOLFROM

Demon's Executors

as 3 Bills

Adam Woolfram

November 19th 1814 Bills filed

Feb'y 1819

Dismissed by Otto

Queltons

To the worshipful Court of Southampton in Chancery
sitting - Humbly complaining shew unto you
unlike your complainants Joseph Demmon and Mary
Demmon executor and Executrix of Jordan Demmon deceased
That a certain Adam Woolfson of this County being
indebted to the said Jordan Demmon in his lifetime
in the sum of one hundred fifty seven dollars
and forty four cents executed and delivered his deed
to the said Jordan conveying a tract of land lying
in this County containing by estimation one hundred
and four acres also various articles of personal
estate as well for the purpose of securing the debt aforesaid
as for the further purpose of securing the payment
of fifty dollars to be thereafter advanced by the said
Jordan to the said Adam Woolfson, all which
will more manifestly appear by referring to an
attested copy of said deed (which has been legally
recorded in the Court of this County) which is hereto
annexed and prayed to be taken and considered as
a part of this bill of complaint and which bears
date the twenty ninth day of July in the year
of our Lord eighteen hundred and five. That
the aforesaid sum of fifty ^{dollars} was actually advanced
to the said Adam Woolfson by the said Jordan
Demmon in his lifetime. That it was expressly covenanted
and agreed by the said Adam that he would pay
the sum of two hundred and seventy dollars
and forty four cents (being the amount of the

two sums of money above respectively mentioned) ~~with~~ lawful intent thereon growing due from the date of the said deed on or before the first day of October next ensuing the date of the said deed. That it intent it was intended by the parties that the said conveyance and ~~deed~~ ^{affidavit} should operate as a lien upon the property therein conveyed, and have all the effect of a mortgage and that upon the payment of the aforesaid sum of \$270.40 cents according to the covenant contained in said deed, the property therein conveyed should be released from said lien, or that upon the failure of the said Adam to pay the said sum of \$270.44 cents agreeably to his said covenant the said property was then to constitute a fund out of which the said sum of money was to be made. That the said sum of money was not paid by the said Adam agreeably to his aforesaid covenant nor has it yet been paid by him which is contrary justice and equity and tends manifestly to the injury of your complainants. In tender consideration whereof and in as much as your complainants are without remedy save in a Court of Chancery where matters of this kind are properly cognizable, they pray that the said Adam Woolfson may be made a defendant here to and be compelled to answer all and singular the allegations herein stated and especially that he say whether the said Isaac Demson in his lifetime did not ^{advance} pay the said sum of fifty dollars as herein stated?

and your complainants further pray that your worship would decree that the aforesaid tract of land as well as the articles of personal estate enumerated in said deed (unless the said defendant Adam should pay the aforesaid sum of \$270.44 cents with the legal interest which may have accrued thereon from the said first day of October 1805 on or before some day to be named in said decree) be sold at public ^{aforesaid} auction, and the debt and interest lawfully raised and satisfied out of the proceeds of the said sale and your complainants further pray that your worship would make any other or further decree in the premises which may best comport with principles of Justice and Equity, and as in duty bound they will ever pray &c.

ms J

Woolfrom
To } Deed in
Deason }

Copy

This Indenture made this 29th day of July in the year of
our lord 1805 Between Adam Wolfram of the County of Southampton
and parish of Nettonway of the one part and Jordan Denson of the said
County and parish of the other part— Witnesseth that the said Adam
Wolfram for and Inconsideration of the Sum of one hundred and
fifty Seven Dollars and forty four Cents and also for and in consideration
of the further Sum of fifty Dollars to me hereafter advanced by
the said Jordan Denson for the use and benefit of the said Adam
Wolfram agreeable to the order of the said Adam Wolfram by the said
Jordan Denson to him in hand paid before the sealing and delivery of
these presents the receipt whereof the said Adam Wolfram doth hereby
acknowledge and hereof acquit and discharge the said Jordan Denson his
heirs and assigns forever ^{himself} and him with fully and entirely Satisfied Contented
and paid the said Adam Wolfram hath granted bargained Sold aliened
enfranchised released set over delivered and confirmed and by these presents
doth granted bargain Sell alien enfranchise release set over deliver and
confirm unto the said Jordan Denson and to his heirs and assigns
forever all that plantation messuage tract and parcel of land whereon
the said Adam Wolfram now lives and being all the lands which the
said Wolfram purchased of Howell Briggs lying and being in the
County of Southampton and Parish aforesaid containing by
estimation one hundred and four acres by the same more or less and
bounded according to the known and reputed bounds thereof also one
bay mare one blackish roan horse twenty two head of West Cattle
four sows and twenty three Shoats four beds and furniture with all the
remainder of my house hold and kitchen furniture plantation
implements and tools of every kind also all my crop without exception and
one copper distill with pot cap and worm and still tub and all the
estate right title Interest claim or demand of him the said Adam Wolfram
of me and to the same or any part or parcel thereof to have and to hold

the said plantation meynage tract and parcell of one hundred and four
acres of Land be the same more or less and premises with all and
every the appertinances as aforesaid and the other granted articles goods
and effects unto him the said Jordan Denson his heirs and assigns
forever and the said Adam Wolfrom for himself his heirs executors
and administrators the said plantation meynage Tract and parcell of
~~one~~ hundred and four acres of Land and premises with all and every
of the appertinances as aforesaid and all the other granted articles
goods chattels and effects unto the said Jordan Denson to his heirs
and assigns forever against him the said Adam Wolfrom and against
his heirs executors and administrators and against all and every other
person or persons whatsoever belonging or demanding the same in any
part or parcels thereof shall and will warrant and forever defend
by these presents, and the said Adam Wolfrom for himself his heirs
executors and administrators doth hereby covenant promise and agree to
and with the said Jordan Denson his heirs & assigns the said Adam
Wolfrom will well and truly pay or cause to be paid unto him the
said Jordan Denson his heirs or assigns the aforesaid Sum of two
hundred and Seventy Dollars and forty four cents on or before the
first day of October next with lawfull interest thereon growing due
from the date of these presents and upon the Special Condition the
said Adam Wolfrom his heirs Executors and administrators and to
repose the said granted Land and premises and every other article
as fully and as amply as the said Deed had ~~been~~ been made
In Witness whereof the said Adam Wolfrom hath hereunto
set his hand and affixed his Seal the day and year first within
written

Signed Sealed and delivered
in Presence of
Edwin Williams

Adam Wolfrom (seal)

David Tinner
Eli ^{his} Edwards
marks

Received this 29th day of July 1865 of the within
named Jordan Denson the Sum of one hundred and fifty Seven
Dollars and forty four cents like money being a part of the
consideration money within mentioned

Witness

Edwin Williams

David Tinner

Eli ^{his} Edwards
marks

Adam Wolfrom (seal)

At a Court held for the County of Southampton
the 17th day of February 1866 This Deed in trust with
the receipt ^{there} on endorsed was acknowledged by Adam Wolfrom
Party thereto and ordered to be recorded

A copy Teste
Sam Kello &
Sam Kello