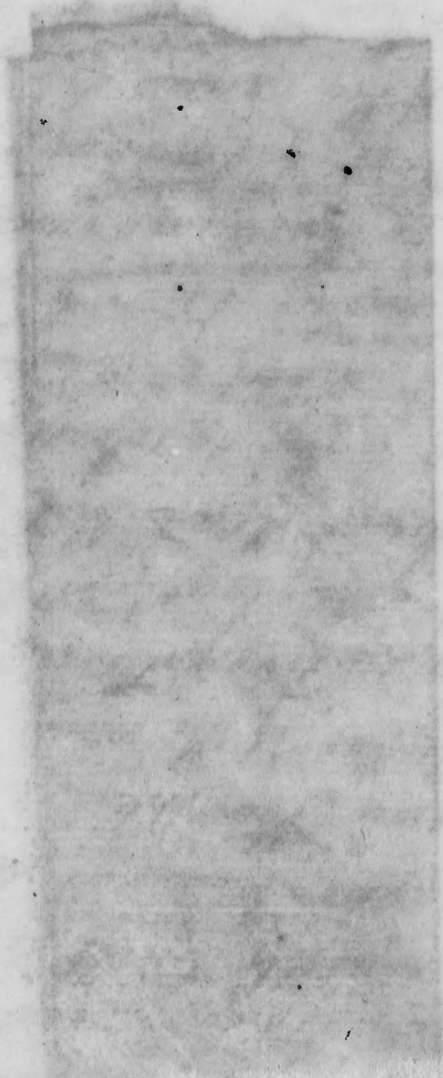
1819-038

SOUTHAMPTON COUNTY
CHANCERY PAPERS

WHITFIELD & al VS. WHITFIELD'S EXTOR & al

12/1819

other SURNAMES: Everitt,
Lee, Darden



Writ Issued
2 & 3 Bills Injx.
Lee & Darden

Broadnax P.Q.

March 1818 Injx.
Granted

Decr 1819 Injcn
Perpetuated Writ Costs

Attys costs £ 7.06
Sh — 90
Fees 5.00
$12.96

(Fees issued)

To the worshipful the County Court of Southampton sitting in Chancery

Humbly complaining shew unto your worships your orators Cordy Whitfield & Benjamin Whitfield, That Reuben Whitfield the father of your orator in his life time on the 20th day of July in the year 1807 executed a deed of Bargain & Sale conveying a tract of land lying in this County & called Buck Land to a certain John Lee in Trust to secure the payment of a debt amounting to $492.88 cts payable the 20th day of July 1807 due from the said Reuben Whitfield to a certain Jacob Darden adnor of Miles Everitt dec.

as will more fully appear by the said deed hereto annexed & prayed to be taken as part of this bill. That the said Reuben Whitfield afterwards to wit on the 22nd day of August in the year 1812 executed a Deed of Bargain & Sale conveying said tract of land to your orators in fee simple to be divided between them by certain lines in the said deed particularly described & designated; — That the said Reuben Whitfield afterwards departed this life having previously thereto made & published his last will & testament to which he appointed a certain George Whitfield his executor who proved the said will according to law & took upon himself the burthen of the execution thereof; that the said testator left personal estate of sufficient value in the hands of his said executor to discharge the debt due from the said testator. — that the said testator. That the said debt aforementioned has never yet been discharged either by the said testator in his life time or the said executor since his

death; that your orators are advised that it is contrary to the principles of equity & the laws of this commonwealth that the tract of land before mentioned should be wrested from them & sold by virtue of the said Deed of Trust when there is a sufficiency of personal estate in the hands of the said executor to satisfy the debt, to secure which the said Deed of Trust was executed. But now so it is may it please your worships the said George Whitfield exor, as aforesaid refuses to discharge the said debt as he legally should do & the said John Lee trustee as aforesaid has threatened your orators to advertise the said tract of land immediately & sell it agreeably to the provisions of the said Deed of Trust; all which is contrary to equity & good conscience & tends manifestly to the injury & distress of your orators. To the end therefore that the said George Whitfield executor of Reuben Whitfield dec^{d}. - the said John Lee & the said Jacob Darden as admr of Mills Everitt dec^{d}. (all three of whom your orators pray may be made defendants hereto) may be compelled to answer this Bill on their corporal oaths as fully & explicitly as if the same were here repeated & they particularly interrogated as to each distinct allegation; & that your worships the premises considered be pleased to order & decree that the said George Whitfield exor as aforesaid pay to the said Jacob Darden admr as aforesaid the debt & interest above mentioned out of the assets of his testator in his hands to be administered that the said John Lee be in the mean time enjoined & prohibited from selling the tract of land above mentioned until the final decision of this cause & to grant to your orators such other & further relief in the premises as may be consistent with equity & the rules of this worshipful Court May it please your worships to grant your orators the Commonwealths writ of Sp^{a}. directed to command unto the injoining & and your orators as in duty bound will ever pray &c.

Cordy Whitfield
Benjamin Whitfield

Sworn to in open court
D Rochelle
18th Nov^{r} 1817

Darius et
al. Demurrer
Whitfield
M Brodnax

John Lee. Jacob Darden as Admr of Milly Cuevas dec.

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Cosby Whitfield & Benjamin Whitfield. —

These defendants by protestation not confessing or acknowledging all or any of the matters or things in and by the said bill set forth & complained of to be true. in manner & form as the same are therein & thereby set forth or alleged doe 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 worshipful Court. for the same but that there is good cause of Demurrer thereto. And therefore these defendants do demur thereto & for cause of demurrer these defendants say that the Comp. in said bill (in case the allegations therein contained be true, which these defts do in no wise admit) contains no statement of a case or matter of equity whereon this Court can ground any decree or give the Complainant any relief or assistance as against these defendants. Wherefore & for divers other errors & imperfections in the said bill contained & appearing these defendants demur in law thereto. & humbly demand the judgment of this worshipful Court whether they shall be compelled to put in any other or further answer to the said bill. & humbly pray to be hence dismissed with their reasonable costs in this behalf expended.

M M Brodnax

Att for Defts

Whitfield
5 3 Share
Paducah

Whitfield
vs
Lee & Gardner

In Chy.

This cause coming on this day to be heard
upon the bill & answer of the defendants, & the Court
having considered the same, & the exhibits therein
filed by consent of parties, & the Court on consider-
ation of the premises doth adjudge order & decree that the
defendant George Whitfield as executor of Reuben Whit-
=field dec'd do out of the assets in his hands to be
administered pay to Robert Lee trustee for the pur-
=poses in the said deed of trust mentioned the sum
of $492.88 cts with the legal interest thereon from the
date of the bill viz $200 paid 7th. 13th 1808 & $292.17 cts 2d. Dec. 25th 1813
to the day of this May. 1817. & the costs of this suit
and that the said trustee be perpetually enjoined
from proceeding under the said deed of trust,
in any manner prejudicial however to his rights under
the said deed in the event of its turning out
that there is in the hands of the said exec-
-utor insufficient to pay the amount of the
decree.