

1820-032

Chancery Papers: Hurley, admr of Vick vs Crichtlow, admr of Crichtlow

5/1820

Southampton County

other SURNAMES: Stith

In the Worshipful the County Court of Southampton in chancery sitting
Humbly complaining sheweth. your Orator George Emley Executor of Josiah
Vick decd.

That a certain John Cricklow as agent of James Cricklow decd.
at the last June Court helden in this County obtained a Judgment against
your Orator as Executor of Josiah Vick decd. ~~for~~ an order drawn by the
said Vick in his life time dated 9th July 1807 on the said James Cricklow
decd. for the sum sixty-seven shillars, fifty Cents with Interest thereon from
the date of the aforesaid order - your Orator says leave further to state
that considerable transactions took place between the said John Cricklow
and the said Vick subsequent to the date of the said Order, as will appear
by the books of the said Vick in his possession, and that the very Corn
mentioned therein is particularly mentioned and fully accounted for - your
Orator
also states that then at the commencement of the aforesaid suit, he employed
a certain Griffin to defend him, to whom he delivered the papers
necessary for his defence, who opened him ~~propose~~ ~~concern~~ thereof - there was
~~in some danger of being lost~~, no doubt of his success - that sometime
after the delivery of the aforesaid Papers to his aforesaid Attorney it was understood
and agreed
- stood between the said Cricklow & your Orator that a reference of the said
suit - should be made - that no determination of the said suit was made
by the referees; ~~and that no further steps were taken to the knowledge of your~~

Crator until ~~what the Court should think~~ ~~the Judgment~~ - your
Crator also states, that he some time since for the purpose of finally
settling the aforesaid claim, applied to the clerk for the Papers which
were delivered to his aforesaid attorney (Stith) when to his surprise
informed him there were no such Papers in his Office. - your Crator
then applied ^{some time} to the Representative of the said Debt and also the
Agent of the said ~~Representative~~ for the Papers aforesaid, which he has
~~been~~ been unable to obtain. - Your Crator states that from indis-
-position he was unable to attend the Court on the day on which the
aforesaid Judgment was obtained, otherwise he should have applied to
the Court for a continuance thereof upon the grounds aforesaid.

Your Crator positively avers, that he has not the least doubt but
what the claim aforesaid ~~has been~~ ^{was} ~~long since~~ fully paid to the
said James Bricklow in his life time and that not once but ~~therein~~
is one. - Your Crator has leave to state, that he has been informed
that the statute of limitation was relied on upon the trial of the said
suit, but that the Court was opinion that a particular clause in the will
took the case out of the statute. - Your Crator has leave to state
that the clause under which the Court decided only directs that
a particular part of his Estate should be applied to the payment
of his last debts, and that part into considerably more has
long since been applied to that object, almost to the destruction

of the said Estate - which said clause is hereto referred and prayed
to be taken as a part of this bill. - Your Crator states, that the
said John Bricklow adm^r. as aforesaid, who is prayed a defendant
hereto, ~~knowing~~ knowing the premises but fraudulently intending to injure
the Estate of Josiah Vick dec^d. has issued an execution upon the Judgment
aforesaid against the goods & chattels of the said Vick in his hands
to be administered. - All which acting & doing are contrary to Equity
and good conscience. In tender consideration whereof & for as much as
your Crator is remedied at Common Law and alone relieved in a
Court of Equity, he prays your Worship to compel the ^{said} John Bricklow
adm^r. as aforesaid upon his Corporal Oath true & perfect Answer
to make to the foregoing bill, and particularly to say whether the
aforesaid claim has not been fully settled & paid off &c. that
your Worship will grant the commonwealths Writ of Habeas Corpus
Injunction &c. directed &c. and that your Worship will grant
such other & further relief the premises considered as may be
consistent with Equity &c.

Jeffries J. G.

9.80

Sept 18. 1880

1880

874 62 Cts 9/100

67. 50 Spoken from me the 9th of July 1807. recd the 19th of Decr 1808.
of grain then put out 16 1/2 cts till 15th of March 1820 &
from that time put out 6 p pice. was paid

Gruley aptos
the 3 1/2 in. section
Bucklow 3 Pulpsena

Eps cutis
Eps & Bells etc etc

The Commonwealth of Virginia to the sheriff of Southampton county & to
John Baichlow
his

Councillors, attorneys and agents and every of them. Knowing. Whereas it has been
represented in the court of the county of Southampton in chancery on the
part of George Guley exor of Josiah Vick decd
who hath prayed that he may have our writ of injunction Subpoena for
to stay all further proceedings upon a Judgment obtained at common law
by the said John Baichlow
against the said George Guley exor of Josiah Vick decd
At the hearing of the cause in chancery upon a bill filed for that
purpose We therefore in consideration of the premises aforesaid, strictly enjoin
and command you the said Sheriff and John Baichlow
absolutely to desist from all further proceedings against

the said George Guley exor of Josiah Vick decd
upon the judgment aforesaid, until the hearing of the same in chancery
as aforesaid under the penalty of £100. and have then there this
writ return James Rochelle clerk of our said County court in
chancery at his office the 10th day of May 1809 In the 43rd
year of the commonwealth. 11

James Rochelle CC