

1821-004
Southampton County

Chancery Papers: Bevil vs Sneed

7/1821

other surnames: Beville

To the worshipful the County Court of Northampton
sitting in City. Humbly complaining sheweth
to your worshipps your orator Francis W.
Rice that a Judgment has been rendered
against him on the common law side of the
Court on a Note, executed by him to a certain
Richard Reed also assigned it to a certain
Wm. Reed who subsequently paid it to the said
Richard Reed in whose name the said ^{at law} was brought
that the said Judgment amounts to the sum of \$
as more fully appears by an authenticated
copy of the said Judgment hereto annexed
I pray'd to be considered a part of this bill.
That the said Note was executed in consideration
of money now by the said Richard Reed of your
orator at unlawful gaming in the State of
North Carolina & under circumstances of extra-
ordinary depravity on the part of the said Reed
That your orator who has been unaccounted
to dissipation was unfortunately for himself
caught by the said Reed in a state of intoxica-
-tion & completely swindled & cheated out of
the amount of the said Note. That altho your
orator is unacquainted with the practice of either win-
-ning or losing considerable sums of money at
cards that he should not have availed himself
of the shelter of the laws to elude the payment
of the said Note if he had been told it was fair
or equal terms. Your orator has only further
to state to your worshipps that he made an
ineffectual effort to defend the said Note at
law but was unable to prove that the said
Note was executed for an unlawful considera-
-tion, the subscribing witness to it recusing
to his presence & such consideration, that

your orator can only rely thereupon on the oath
 of the said Sueds. ~~Notwithstanding~~ the facts have in before
 stated. Your orator can not ~~therefore~~ ^{ever} forbear
 suggesting that the circumstances of the said Messrs.
 Speed & Harris just affixed the said notes to the
 said Wm. Speed & received a re-assignment
 to himself bears almost intrinsic evidence
 of a dirty effort to perjure the said transaction
 its original inequity. To the said Messrs.
 that the said Richd Speed & Wm. Speed
 in duty bound may be compelled to answer
 the premises on oath, fully, explicitly, &
 unreservedly & they deny that the said notes
 was executed for the consideration before
 stated that they state what the consideration
 really was & what transaction your orator
 ever had with either of them - that you
 associations in the mean time the join the said
 Richd. Speed from proceeding in the said
 judgment & finally ~~by~~ ^{by} your orator
 each other of general relief in the premises
 as equity dictates.

June 22nd 1820

Produce P. L.

Subscribed in open court
 C. Rochelle

The
 said
 Speed & Harris

From 19th 1820 granted
 the said bond making one
 One —
 1820 dep leave to correct 600

Done & filed of
 June 3rd 1820
 A. 369

To the most honorable County Court of Southampton sitting in Chancery
Humbly complaining therein to your worships
your orator Branch M. Durrell that a Judgment has been rendered against
him in the Common Law side of this Court on a note executed by him to a certain
Richard Innes who assigns it to a certain William M. Innes who subsequently
assigned it to the said Richard Innes in above name, the said at Law was
brought that the said Judgment amounts to the sum of £ as more
more fully appears by an authentic copy of the said Judgment
heretofore annexed I pray to be considered a part of this Bill that the said
note was executed in consideration of money lent by the said Richard Innes
of your orator at unlawful gaming in the state of North Carolina
and under circumstances of extraordinary depravity on the part of the
said Innes that your orator who has been accustomed to disburse
him was unfortunately ^{for himself} caught by the said Innes in a state of
intoxication and completely swindled and cheated ~~out~~ of the amount
of the said note that altho your orator is unused to the practice of
either winning or losing considerable sums of money at Cards that he
should not have availed himself of the shelter of the law to ~~secure~~ ^{elude} the
payment of the said note if he had ^{known} lost it on fair or
equal terms, your orator has only further to state to your
worships that he made an effectual effort to defend the said
suit at Law but was unable to prove that the said note was
executed for an unlawful consideration the subscribing witnesses
to it swearing to his ignorance of such considerations that your
Orator can only rely thereupon on the oath of the said Innes witness
the facts heretofore stated your orator cannot even for leave
suggesting that the Circumstances of the said Richard Innes having
just assigns the said note to the said William M. Innes and
received a reassignment to himself bears almost conclusive evidence
of a dirty effort to purge the said transaction of its original
iniquity to the end therefore that the said Richard Innes and

and William M. Innes as depts hereto may be compelled to answer the
 premises on oath ^{fully} explicitly and univarsly and they deny that the said
 Note was executed for the consideration before stated that they state
 what the Consideration really may and what transactions your orators
 ever had with either of them, that your worship in the mean
 time inform the said ~~Richard~~ Innes from proceedings in the
 said judgment and ~~finally~~ grant your orators such other and
 general relief in the premises as equity dictates &c

Prothonary P. L.

a Copy test

a misatitony D.L.

St. Low Chr. office
 July 30 " 1861

Bivill 4 live of
 Innes 3 Innes

a Copy