

1821-015

SOUTHAMPTON COUNTY
CHANCERY PAPERS

WOODWARD'S ADMINISTRATRIX VS VICK

Woodward's admx vs Vick's) extor

other surnames: Briggs, Bailey,
Peirce, Guley

Woodward admsn (41)

Vick ^{is} } Bill of
injury

Filed Oct. 13.
1874

January 1871 Cont. ord. that
unexp. this Cont. be revised
by Feb'y 1st next the same
were I have assumed
Feb'y 1871 Jy. C. D. Colver

Depts cost \$13.17

Gift as issue

WBBmex

To the Worshippful court of Southampton county,
sitting in chancery, humbly complaining, Sheweth
to the court your oratrix Catharine Woodward
admix of Samuel Woodward decd.

That in the month of August
last Jonah Vick obtained by Motion a judgment
against your oratrix as admix aforesaid for the
sum of \$29.14, and costs. That the said Samuel
Woodward was deputy Sheriff to the said Vick
and that a fine was rendered in this court as
appears by Vick's Statement, against him
for an alledged failure of the said Samuel
Woodward. Your Oratrix has understood
and believes it to be true, that the said Vick
has received of her said intestate the full
amount of the fine he paid as stated by
him, in his notice for the said judgment
against her, as well as for any other
injury he ever sustained in consequence
of his the said Woodward's negligence or
failure as his deputy. That her said
husband mortgaged to the said Vick a negro
fellow by the name of Bob, to save him
harmless as to any injury he ~~to~~ the said
Vick might ever sustain, for any failure
or omissions as his deputy. That the said
Vick being fully impressed with the rectitude
and propriety of the said Woodward's general
conduct, and being satisfied that he had
no further cause to hold on upon the
said negro, did actually release all his
right to the said negro, in consequence of
the said mortgage, unto the said Samuel
Woodward. The said release was was
executed on the ~~said~~ 6th day of Jan'y 1799
as will be also proven to the satisfaction

of the court. Your oratrix has understood and also believes it to be true, that the said Vick has often acknowledged that he had received of the said Samuel Woodward full and ample satisfaction for any fines or other injury he ever sustained or incurred in consequence of the conduct of the said Samuel Woodward. She begs leave further to state, that the said Vick under pretence of being endamaged or under a pretended apprehension of being endamaged by the negligent conduct of the said Samuel Woodward did sell some time in the year a negro woman belonging to the said Samuel, and has converted the money arising from the sale, to his own use. She does not believe that he ever fairly accounted with her said intestate for the price of the said negro. ^{After} The said sale was made, the said Vick made the above acknowledgment of being fully satisfied, and also the above said release. These circumstances of themselves are convincing to your oratrices mind, that the said Vick in justice nor in conscience can have any legal or fair claim ^{after} the estate of her said intestate, and these circumstances ^{when} connected with the stubborn fact of Vicks resting perfectly satisfied for several years, while her said husband was alive, shows that his object is to take some advantage now which ~~he~~ ^{he} ~~he~~ would have blushed to have attempted in his life time. But she boasts in having now, some of the evidence

which the said Vick (must have supposed) was buried with her said husband.

She also says that she is now threatened with an execution on the said judgment.

In tender consideration whereof, and for as much as your oratrix is remediless at law, she prays the aid of this court.

To the end therefore, she prays that the said Vick may be made a defendant to this bill of complaint and that he may be compelled upon his corporal oath full, true and perfect answer to make to all and singular the allegations aforesaid, and that as fully as if the same were here repeated, and he thereto particularly interrogated: Especially that he state if he did not sell the negro woman aforesaid, when and for how much? if he did not release Bob as is before stated. and when.

She lastly prays, that the said judgment may be enjoined, or that your worships will make such other or decree in the premises, for her relief as may seem just.

May it please you

Nich^d. W. Byrd
P. 2

Sworn to before me this 19 day of
September 1804 -

Samuel West J.P.

~~Woodard's~~

Woodard's ^{CH} adme

^{vs}
Josiah Vick

Rejunction bill

To the court of Southampton County
sitting in Chancery humbly complaining
Sheweth unto your worships your oratrix
Catherine Woodard administratrix of
Samuel Woodward. dec^d.

That at December court 1804 a
captain Josiah Vick, whom your oratrix
prays may be made defendant hereto, obtained
by motion a judgment against your oratrix
for the sum of six pounds one shilling and
seven pence - That the said Judgment was
obtained for the alleged non-payment of money
received by your oratrix's intestate as deputy
Sheriff of the D^{pt} in the year 1796 or perhaps
before that time - your oratrix charges and
verily believes that the said sum of money was
paid by her's intestate either to the D^{pt} or to the
persons entitled to receive it - She believes this
not only from the circumstance of the D^{pt}'s having
been silent on this subject until the death of
your oratrix's s^r intestate & the probable de-
struction of such testimony as would have
been best calculated to defeat the motion
aforesaid - But because the said intestate after
he had quitted the employment of Deputy Sheriff for
the D^{pt} executed a mortgage or deed of trust to
or for the benefit of the s^r D^{pt} bearing date the
day of ~~August 1797~~ & conveying two negroes as a pledge
to indemnify & save harmless the s^r D^{pt} from any
injury or damage which he might have or should
sustain in consequence of the default or mis-
conduct of the s^r intestate in the character of
Deputy Sheriff aforesaid & the D^{pt} afterwards did
release one of the said negroes (having sold the
other) being satisfied of all damage which he
had

had sustained, if indeed any he ever did sus-
tain on account of the default of the said
intestate & which release is dated the 8th day
of Aug 1799 - your oratrix charges that the
Dft hath frequently acknowledged that the S^r
intestate had made him full and ample satisfaction
for all the defaults of the said intestate as Deputy Sheriff
aforesaid - notwithstanding the premises the
said Dft has issued his Execution on the judgment
aforesaid which was rendered most unjustly on evi-
dence which your oratrix had it not in her
power to repel at common Law -

In tender consideration whereof & because
your oratrix is altogether remediless in the
premises without the interposition of your
worships; She prays that the said Dft may on
his corporal oath make full true & unvaried
answer to the allegations of this bill - That he
state explicitly whether he & your oratrix's intestate
did not long since the S^r intestate was Deputy Shff
afore^s make a complete settlement of all their
transactions; & that he state how he applied the
proceeds of the sale of the said negro charged to
have been sold by him - May it please your
worships to grant your oratrix an injunction
to the judgment & such other & further relief
in the premises as may be just & applicable &
she ever will be.

E. Holson for the Dft

day of March 1805

Loe Tharple, to wit, This day appeared personally
before me a justice of the peace for the said County
Catherine Woodard & Anne of Saint Woodard &c.
& made oath to the truth of the foregoing bill -

Sam. Gilbert

Woodward & Co. ^{2d}

As 1 piece
of
Vicksburg
Injunction

To the Court of Sampson County, sitting in
Chancery humbly complaining then & there unto your
Worships your Oratrix Catharine Woodard admi-
nistatrix of Samuel Woodard dec'd.

That at December Court 1804 a certain
Josiah Vick, whom your Oratrix prays may be
made defendant hereto, obtained by motion a
Judgment against your Oratrix for the sum of
Eight pounds twelve shillings and six pence
that the said Judgment was obtained for the
alleg'd non payment of money receiv'd by your
Oratrix's Intestate as deputy Sheriff of the dist.
in the Year 1796. or perhaps before that time. Your
Oratrix charges and verily believes that the said
sum of money was paid by her said Intestate either
to the Dist. or the persons entitled to receive it -

She believes this not only from the circumstance of
the dist. having been silent on this subject, until
the death of your Oratrix's said Intestate and the
probable destruction of such testimony as would have
been best calculated to defeat the motion aforesaid.

But because the said Intestate after he had quitted
the employment of deputy Sheriff for the defendant
executed a mortgage or deed of trust to or for the benefit
of the said dist. bearing date the day of

and conveying two Negroes as a pledge
to indemnify and save harmless the said dist. from
any injury or damage which ~~he~~ might have or
should sustain in consequence of the default or
misconduct of the said Intestate in the character
of deputy Sheriff aforesaid; and the dist. afterwards

did release one of the said Negroes (having sold the other) being satisfied of all damage which he had sustained, if indeed any he ever did sustain on account of the default of the said Intestate and which release is dated the day of Your Oratrix charges that the deft. hath frequently acknowledged that the said Intestate has made him full and ample satisfaction for all the defaults of the said Intestate as deputy Sheriff aforesaid; notwithstanding the premises the said deft. has issued his Execution on the Judgment aforesaid which was rendered most unjustly on evidence which your Oratrix had it not in her power to repel at common law. —

In tender consideration whereof, and because your Oratrix is altogether remediless in the premises without the interposition of your worships; she prays that the said deft. may on his corporal oath make full and true and unevasive answer to the allegations of this bill, that he state explicitly whether he and your Oratrix's Intestate did not long since the said Intestate was deputy Sheriff aforesaid, make a complete settlement of all their transactions; and that he state how he applied the proceeds of the sale of the said negro charge to have been sold by him; May it please your worships to grant your Oratrix an injunction to the judgment, and such other and further relief in the premises as may be just and applicable and she ever will &c

day of March 1805

Sampton, (to wit)

This day appeared personally before me a justice of the peace for the said County, Catharine Woodard Adm^r. of Samuel Woodard dec^d. and made oath to the truth of the foregoing bill —

Sam. Talbot

No. 1.

Nick

ad f.

Shaw

Woodward adm

Bill and answer

lies to

Jan. 1821 ordered that map
this came be revised by the map
comt that the same will stand
disputed —

Feb. 13th 1821 proc. of review
issued —

Dis 20th Feb 1821

The answer of Josiah Peck to the Bill of Supplication exhibited against him in the worshipful court of Southampton County by Catharine Woodward, administratrix of Samuel Woodward Junior decd.

This respondent saving and reserving to himself all manner of benefit & exception to the manifold errors, uncertainties, imperfections and absurdities in the complainant's said bill contained, for answer thereto or to so much thereof as he is advised it is natural for him to make answer unto answer the and

causes. That it is true, that this respondent did at August court 1804 obtain a judgment against the complainant as the executor of Samuel Woodward decd. late a deputy sheriff acting under this respondent for the sum of 29—pounds 18/4 cents

That the said judgment was rendered in consequence of a motion which ^{by Samuel Calvert} which was made against this respondent as high sheriff for not returning an execution which issued from the clerk's office of this county— This respondent most positively denies that the aforesaid sum of money was ever paid to him by the said Samuel in his life time as is charged in the complainant's Bill, nor is it probable that it was ever paid by the decd. to any other person, as this respondent was the only person entitled to receive it, after his being compelled to pay it to the person for a short benefit the said execution issued from the office of this county, This respondent also denies that he ever acknowledged, that the said Samuel had made him satisfaction for all the defaults of him the said Samuel as the deputy of this respondent, This respondent also denies that a full and complete settlement of all the transactions between this respondent and the complainant intestate as his deputy has ever taken place, This respondent acknowledges that the said Samuel did on the 21st of March 1797 execute to this respondent a mortgage or deed of Trust for two negroes Bob and Boney, That the said mortgage was solely and only intended to save himself and indemnify this respondent against the defaulting

of the said Samuel in the collecting part of his said office and was not to extend to or operate as a security or indemnification for the said Samuel's faithful performance of his duty as it related to the docket business of every description that came to the hands of the said Samuel, or the third part of the profits which had become due to this respondent as his separate share during the time the said Samuel farmed the Sheriffship of Wiltoway Parish. This will appear from a copy of the said Mortgage book annexed as part of this answer. This respondent begs leave further to state that he had been under the necessity of advancing eight or nine hundred Dollars, and on account of the negligence of the said Samuel in not having collected the ^{various clerk's tickets and master's fines} taxes at the time they became due and payable into the Treasury of this State. That to reimburse himself in part he sold the negro Girl Bony to a Gentleman in North Carolina for the sum of \$200. That the balance of the moneys arising from the sale of the said negr after deducting the expences thereof (\$57.10) was entered to the credit of the said Samuel on his account for deficiencies in collections; That there appeared sum of \$57.10-0 and the balances which still remained due on the Tax Books (which Books this respondent about that time received from the said Samuel) were ^{after paying over} sufficient to reimburse and satisfy this respondent for the moneys at that time advanced by him on account of the deficiencies in the collections of taxes, ^{but he the said respondent is liable for omissions & removals which, when absent, caused the balance on that case to be paid over} but this being the case and the negro Bob being pledged as a security for the collection business only, This respondent did release and give up the negro Bob to the said Samuel, being willing and anxiously desirous (as far as liberty on his part could tend to produce the effect) that the said Samuel might disentangle himself from the difficulties in which he was involved. This respondent having now answered all the allegations of the complainant's Bill, and having shown as he thinks, incontrovertibly, that they are all unfounded, frivolous, and untrue, he concludes by avowing them to be so, and only calculated to retard delay and injure this respondent. This respondent

desiring all combination fraud & Prays for a dissolution of the Exemption and the Liberty of enjoying the benefit of his Judgment at Law, to Which he humbly thinks he is in Law, reason Justice and equity entitled, without that &c.
Taylor for def.

Southampton Co.

This day Jonah Vicks personally appeared before me a magistrate of said county and made oath that the foregoing answer so far as it relates to matter within his own knowledge is true. and so far as it relates to matters within the knowledge of others he believes it to be true. Given under my hand this 18th day of June 1805.
Robt Mabry

2
The answer of Jonah Pick to the bill of injunction exhibited against him in the worshippell county of Southampton County, by Catharine Woodward administratrix & of Samuel Woodward J^r decd.

This respondent saving and reserving to himself all manner of benefit of exception to the manifold errors, inaccuracies imperfections and abridgements in the complainant's said bill of complaint contained, for answer thereto or to so much thereof as he is advised it is material for him to make answer unto, answereth and saith -

That it is true, That this respondent did at December court 1814 obtain a judgment against the complainant as the administratrix of Samuel Woodward decd; for the sum of six pounds one shilling and seven pence, with interest thereon from the day of until paid, which judgment was rendered in consequence of a motion having been made against your respondent and a plea being rendered thereon by this court in consequence of the defalcation of the said Samuel Woodward ^{who at that time acted as the deputy of this respondent} or not satisfying an execution which issued from the clerks office of this county dated the 19th day of April 1790 and which said execution was returnable to the July Court then next ensuing, This respondent most positively denies that the aforesaid sum of money was ever paid to him by the said Samuel Woodward, say his life time as is charged and set forth in the complainant's bill, nor is it probable that it was paid by him the said decedent to any other persons, as this respondent was the only person admitted to it ^{to Mr. Briggs one of the partners of} after his being compelled to pay it in the first instance to Briggs and Brindley (affee^s of Rich^d M. Pierce) for whose benefit the said execution or which the sum was rendered against this respondent, issued from the clerks office of this county. This respondent also positively denies, that he

now acknowledged that the said Samuel Woodward J^r had made him
this abundant full and ample satisfaction for all the defaults of the
said Samuel Woodward J^r as the deputy of this respondent. This
respondent in the most positive terms further denies, that a full
and complete settlement of all the transactions which had taken
place between this respondent and the complainant to wit: as
his deputy, has ever taken place between them; This respondent
acknowledges that the said Samuel did on the 21st of March
in the year 1797 execute to this respondent, a mortgage or deed of trust
for two negroes, Bob and Boney, the former at the sum of \$85.00
and the latter at the sum of \$55.00. That the said mortgage was
solely and only intended to save himself and indemnify this re-
spondent against the defalcations of the said Samuel in the col-
lecting part of his said office, and was not to extend, or operate
as a security of indemnification, for the said Samuel's faithful
performance of his duty as it related to the docket business of
any description that had come into the hands of the said Samuel
or to the one third part of the profits which had become due to this
respondent as his uperite share, during the time the said Samuel
farmed the Shrev of Stothway Parish, as will appear, from
a copy of the said mortgage which is hereto annexed and mayed to
be taken as part of this answer. This respondent begs leave further
to state, that he had been under the necessity of expending and
paying away out of his Pocket eight or nine hundred dollars
for, and on account of the negligence of the said Samuel
in not having collected, the taxes, ^{Sheriff, Clerks tickets & muster fines} at the time they became
due and payable into the treasury of this State, that to
reimburse himself, this respondent rode the negro and

Boney to a Gentleman in North Carolina for the sum of
\$200. That the balance of the monies arising from the sale of
the said negro after deducting the expenses attending the sale, amount-
ing to \$57.10.0 was entered to the credit of the said Samuel on
his collecting account. That the afore said sum of \$57.10.0, and
the balances at that time due on the books in which were
entered the amount of Taxes, (which books this respondent about
this time received from the said Samuel) he undertakes and
promising to be answerable for all omissions and mistakes in the
settlement of the Tax accounts and for all removals during the
time the said Samuel held the aforesaid books in his hands
and neglected to make collections, ^{very nearly} sufficient to
reimburse and satisfy this respondent for the monies by him at the
time advanced for and on account of the deficiencies in the collection
of Taxes, ^{both aforesaid} that this being the case, and the negro Bob being pledged
and security for the collecting business only, This respondent did
rely on the said Samuel the said negro
being willing and anxiously desirous that as far as liberty
on his part could tend to produce the effect. The said Samuel
might disentangle himself from the difficulties in
which he was involved. This respondent having now answer-
ed all the allegations of the complainant's bill, and having
shown as he thinks incontestably that ^{they} are all unfounded, frivolous
and untrue, he concludes by avowing that they are so, and
are only calculated to retard, delay and injure this respondent.
This respondent denying all fraud combination &c prays a
deposition of the injunction, and the liberty of enjoying the

benefit of his judgment at law, to which he humbly conceives
he is in Law, reason Justice and equity entitled, without that

Taylor pro decto

Southampton to. This day Josiah Vick personally appeared before me
a Magistrate of the said County, and made Oath that the foregoing answer
so far as it relates to matters within his own knowledge is true,
and so far as it relates to matters within the knowledge of others he
believes to be true. Given under my hand this 18th day of June
1805.

Robt. Mabry

Recd

ad Si

1805 wards ad it

Answer

2

January 1801 Cont. ad. that
and up then Cont. is required
by the next Court the claim
was scarce answered

July 13th 1801 process of answer

July 18th 1801 Shift Disposed

Sept 1805 P 14003

John Jones

M. M. 1700000000

Rich

ad f.

Woodwards ad L

Ammer

3

I am, 1871. Low. that
with this case is removed
by the next Court the same
will stand as unpaid

Feb. 13th 1871, proc. of a man
fined

Feb. 14th 1871, Disposed —
Paid into B. 6: 54

(Lifes issued)

W. M. M. money

The answer of Jonah Beck to the bill of exhibition
exhibited against him in the worshipping court of Southampton
County, by Catharine Woodward administratrix of Samuel Wood-
ward Jr decd;

This respondent saving and recovery to himself all manner of benefit & exception to the manifold errors, uncertainties, imperfections and absurdities in the complainants said bill of complaint contained, for answer thereto or to so much thereof as he is advised it is material for him to make answer unto answered under oath.

That it is true that the respondent did at December court 1804 obtain a judgment against the complainant ~~in the sum of~~ as the administrator of Samuel Woodward dec'd late a deputy Sheriff acting under this respondent, for the sum of ^{eight} ~~four~~ pounds ^{twelve} ~~ten~~ shillings and six pence, that the said judgment was rendered ~~in the sum of~~

and give notice, that the said judgment was rendered ~~on the 3rd day of June 1872~~
~~the 3rd day of June 1872~~ against ~~John Benson & Co~~
~~a certain sum was made~~ against this respondent as high
the 3rd day of ~~June~~ ^{April} 1872, and ~~was made~~ ^{was made} against
him for not answering and execution which issued from the

the office of this county dated the 14th day of April 1798 returnable
the 1st of July next then next ensuing, that respondent must shew
evidence that the aforesaid sum of money was ever paid to him by the

swears that the aforesaid sum of money was ever paid to him by the said Samuel Woodward in his life time as is charged and set forth in the Complainant's Bill, nor is it probable that it was ever paid

by the decedent to any other person, as this respondent was the only person entitled to receive it after his being compelled to pay it to ~~the~~ ^{said} ~~Gordon Dwyer~~ ^{one of the 8 partners} for whom ~~wholly~~ ^{the said association paid}

to ~~Judge Dwyer~~ ^{of the office of the S. Barwick} for whom ^{& the registry bond taker} he paid the said expenses & from the Clerk's office of this county. This respondent also denies that he ever acknowledged that the said Samuel had made him satisfied.

tion for all the default of him the said Samuel as the party
Respondent, This respondent also denies that a full and com-
plete settlement of all the transactions between this respondent
and the complainant interstate as his deputy had ever taken
place, This respondent acknowledges that the said Samuel did on the

21st day of March 1797 executed to this respondent, a mortgage or deed of Trust for two negroes, Bob and Conny, That the said mortgage was solely and only intended to save himself and indemnify this respondent against the defaultations of the said Samuel in the collecting part of his said office, and was not to extend to or operate as a security or indemnification for the said Samuel's faithful performance of his duty as it related to the district business of every description that came to the hands of the said Samuel, or to the third part of the profits which had become due to this respondent as his separate share, during the time the said Samuel farmed the Sheriffalty of Newbury parish as will appear from a copy of the said mortgage hereto annexed as part of this answer, This respondent has leave further to state that he had been under the necessity of advancing eight or nine hundred Dollars for and on account of the negligence of the said Samuel, in not having collected the Taxes, at the times they became due and payable into the Treasury of this State, that to reimburse himself and this respondent sold the negroes Bob and Conny to a gentleman in the county for the sum of £200 - That the balance of the money coming from the sale of the said negroes after deducting the expenses of the sale, say £57. 10. 0 was entered to the credit of the said Samuel for on his account for deficiencies in collections - That the amount of £57. 10. 0 and the balances which still remained due on the Tax Books, (which Books this respondent about that time received from the said Samuel) were ^{very nearly} sufficient to reimburse this respondent for the moneys at that time advanced by him on account of the deficiencies in the collection of Taxes, That this being the case and the negro Bob being pledged as a security for the collecting business, This respondent did release and give up the said negro to the said Samuel being willing and anxiously desirous (as far as he was on his part concerned to produce the effect) that the said Samuel might disentangle himself from the difficulties in which he was involved - This respondent having now answered all the allegations in the complaint

plaint Bill, and having shewn as he thinks incontrovertibly, that they are all unfounded frivolous and untrue, he concludes by avowing them to be so, only calculated to retard Delay and injure this respondent.

This respondent denying all combination fraud &c Prays for a dissolution of the injunction and the liberty of enjoying the benefit of his judgment at Law, to which he humbly conceives, he, is in Law Reason Justice and Equity entitled, without that &c

Taylor for Respondent

Newburyport 18th June 1805. This day Josiah Vile personally appeared before me a Magistrate of the said County and made Oath that the foregoing answer so far as it relates to matters within his own knowledge is true, and so far as it relates to matters within the knowledge of others he believes to be true. Given under my hand this 18th day of June 1805.

Robt. H. Briggs

Woods and company
B. & Carl. Old.
Nick & B. Cars

To Fily. G. 1821

Executed by ~~Leaving~~
~~at the City of~~

Edw. & Butts, City of
Geo. Nims ship

Southampton County January Court 1871

Batharine Wood and administrators of Samuel Wood and ad. Compl.
against —

Jasiah Chick

Defendant

Up on an
Injunction

On a motion to the Court, It is decreed and ordered that
unless this Cause be revived on or before the first day of February
Court next, the same will stand dismissed, and that the Sheriff
of this County, give the parties and notice of this motion —

The Shff: will take ^{mentioned} care to ^{the} parties that there
are three cases in the same situation —

A. No.

Teste

N. McLeod Clerk D.C.

Woodards adse

Vick^{or} } Iny Sha

Scunt'd

Edw. Goodwin M.M.

The Commonwealth of Virginia to the Sheriff of Sampson
County and to Josiah Vick _____ his counsellors attorneys
Solicitors and Agents and every of them greeting whereas it
hath been represented unto the Court of the County of Sampson
in Chancery on the part of Catharine Woodard ad Sam^r
who hath prayed that he may have an writ of writ
of Injunction Subpoena for stay of all further proceedings
at Common Law untill hearing of the Cause we therefore
in consideration of the premises aforesaid do strictly enjoin
and Command you the said Sheriff Jos^r Vick
and all and every the said premises before mentioned that
you and every of you do absolutely desist from all
further proceedings against the said Catharine
on the Judgment and Execution Obtained in our said
County Court of J^rten against him by the said
Catharine untill the hearing of the said Cause
in Chancery under the Penalty of two hundred dollars
Witness Sam^r Kello Clerk of our said Court this
2^d day of October 1804 and in the 2^d of the year
of the Commonwealth
Sam^r Kello C.

Arrows and ad.^{no}

in 2
Vity S
Prize
then

to

James

B.B. & Co. 103 Nassau St. N.Y.

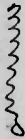
The Commonwealth of Virginia to Sheriff Southampton County
and to Josiah Vick his Councillors attorney solicitor and agents
and every of them greeting, Whereas it hath been represented
unto the Court of Southampton County in Chancery on the
part of Catherine Woodard as^o of Saml Woodard
who hath prayed that she may have our writ of
Writ of Injunction subpena for stay of all further
proceeding at Common Law unto the hearing of the
Cause; therefore, ~~that~~ in consideration of the pre-
mise aforesaid do strictly enjoin and command you the
said Sheriff and Josiah Vick and all and every the persons
before mentioned that you and every of you do absolutely
desist from all further proceedings agt. the said
Woodard on the two judgments and executions obtained
in our said County Court of Southampton agt. her by
the said Josiah Vick since the hearing of the s^d.
Cause in Chancery under the Penalty of one hundred
Pounds Within Ten days of our said Court
the 14th day of May 1805 & in the 29th year of
the Commonwealth

J. M. K. &

Woodard ad:

M

Vicks ⁴ 400



Spec of
Revised

To April county court

1871-

Copied
L C H. v. v. v. v. v.
of Bur. (Hines) Aff

The Commonwealth of Virginia to the Sheriff of
Southampton County Greeting You are hereby com-
-manded to Summon George Guley Executor of
Josiah Nick cell if he be found within your
bailewick to appear before the Justices of our
County Court of Southampton at the courthouse
on the third Monday in April next to show
cause if any he can why a certain bill of
Injunction, and proceedings thereon had, originally
standing in the name of Batharine Woodard
admx of Samuel Woodard dec. against Josiah
Nick should not now stand revived in the name
of James Jones & Batharine his wife late Batharine
Woodard admx of Sam^d Woodard dec. against the
Said George Guley Executor as aforesaid - and further
to do and receive what ^{court} the said court
may consider - And have then there the writs -
Witness James Rochelle clerk of our said County
Court of Southampton at his office the 13th day
of February 1821 and 45th Year of the comm^e
James Rochelle Esq.

Woodward ad. }
" } App of
Vicks ^{4th} Eppin } Review

To Aprie County Court
1871

Executed
L. C. Heywood Dr
of Just. Aines Hoff

The Commonwealth of Virginia to the Sheriff
of Southampton County greeting. You are hereby
Commanded to Summon George Lunley Executor
of Josiah Vick decd. if he be found within your
bailewick to appear before the Justice of our
County Court of Southampton at the Court house
on the third Monday in April next to shew
cause if any he can why a certain bill of
Injunction (and proceedings thereon had, originally
standing in the name of Catharine Woodard
adm^{or} of Sam^l Woodard decd. against Josiah Vick
Shall not now stand revived in the name of
James Jones & Catharine his wife late Catharine
Woodard adm^{or} of Sam^l Woodard decd. against the
said George Lunley Exor^r as aforesaid - and further
to do and receive what our said ^{com^t} in this part
may consider - and have then there this writ
Witness James Rochelle clerk of our said County
Court of Southampton at his office the 13th day
of February 18th and 45th Year of the Comm^d.

Ja^s Rochelle &

Wm. Howard and:
3

23 } Spa of
 Nick Ege } Review

To April county coms
1891.

Excuse
 L. C. Bryant
 Depend of George
 Ainslie

The Commonwealth of Virginia to the Sheriff of
Southampton County Greeting You are hereby com-
= manded to Summon George Binley Executor of Josiah
Nick sec^d if he be found within your bailiwick
to appear before the Justice of our county court
of Southampton at the courthouse on the third mon-
= day in April next to shew cause if any he can
why a certain bill of Injunction and proceedings
thereon had, originally standing in the name of
Catharine Woodard adm^x of J^{ms}. Woodard sec^d
against Josiah Nick, should not now stand
revived in the name of James Jones & Catharine
his wife late Catharine Woodard adm^x of J^{ms}.
Woodard sec^d against the said George Binley Exec^{ut}
as aforesaid - And further to do and receive what
our said court in this point may consider - and
have then there this writ - Witness James Rochelle
Clerk of our said county court of Southampton at
his office the 13th day of February 1821 and 45th
Year of the Commonwealth

Ja^s Rochelle C.

N^o 3.
Samuel Woodard

to & Mortgage
Josiah Wink

Nov: 1797

Recorded
page 548

At a Court Court: and held for the County
of Southampton the 21st day of November
1797 This Mortgage Indenture was
proved by the Oaths of William Evans
and John P. Pelway the witnesses
therein, and now to be recorded.

Am. Kellor.
Clerk

This Indenture made this twenty first day of
March in the year of our Lord Christ, one thousand seven
hundred and ninety seven. Between Samuel Wood-
ward Jr of the County of Southampton State of Virg^a
of the one part, and Josiah Clark of the same County
State aforesaid of the other part. Witnesseth that
the said Samuel Woodward Jr being indebted unto the
said Josiah Clark the sum of One hundred forty
five pounds Current money of Virginia; to be
paid unto the said Josiah Clark his certain Attorney
his heirs executors administrators or assigns on or
before the twenty first day of September next ensu-
ing the date hereof. And whereas the said Sam^l
Woodward Jr is willing & desirous of securing the
payment of the said One hundred forty five
pounds unto the said Josiah Clark his heirs ex-
ecutors administrators or assigns by Conveying to him
an Absolute right title to two Negroes, (to wit)-
Negro man Bob and Girl Cowney vesting in
him the said Josiah Clark his heirs &c all interest
right title claim & demand of in & to the said Negro
-es Bob & Cowney. Now this Indenture witness-
-eth that in pursuance of the premises aforesaid
and for divers good causes him thereunto moving but

more especially for and in consideration of the sum of
six shillings current money of Virginia, to him in
hand paid by the said Josiah Clark at before the
signing sealing & delivery of these presents, the receipt
whereof the said Samuel Woodard doth hereby acknow-
ledge himself therewith satisfied Contented & paid
have bargained sold & delivered by these presents
doth hereby bargain & sell & deliver unto the said
Josiah Clark his heirs & assigns forever the aforesaid
negroes Bob & Cowney, at the time of signing
& sealing of these presents the proper right &
~~titles~~ of the said Samuel Woodard Junr. To
have & to hold the said negroes Bob & Cowney
unto the said Josiah Clark his heirs & assigns, to
the only proper use & behoof of the said Josiah
Clark his heirs & assigns forever; - Redeemable
on the full & just payment of the said sum of
One Hundred & forty five pounds in gold or silver
agreeable to the present standard thereof on or
before the said twenty first day of September
next ensuing the date hereof. And the said
Samuel Woodard Jr for himself his heirs executors
& administrators the said negro Bob & Girl Cowney

shall Increase unto the said Josiah Clark his heirs
& assigns shall & will warrant & defend by
these presents against the lawful claim of all
every person & persons whatsoever & whomsoever.

In Witness whereof the parties to these
presents hath hereunto set their hands & affix-
ed their seals the day & year first above
written.

Samuel Woodard Junr.
Signed sealed & delivered
in presence of } Josiah Clark
W. Evans
John P. Pettway

The aforementioned sum of One Hundred & forty five
pounds is part of a balance due from the said
Samuel Woodard Jr. as Deputy Shff under the
said Josiah Clark for his Collection of Revenue
Lewies, Clerks tickets, Muster fines &c for 1793
& for 1794 except Revenue -

Teste
W. Evans
John P. Pettway
J. Woodard
Josiah Clark

Doubt

£ 29: 18

29: 16

Costs

2: 54

102: 20

10 per cent. damages from the 17th Sept. 3168: 63

1804 tile 20 March 1804

270: 83

Debt due March 1800

Int. from

tile

19th

Dec. 1804

Costs

20: 26 1/2

5: 65

2: 54

28: 45

46: 15

74: 60

10th Damages from 17th Dec. 1804 tile

20th March 1804

25-18

61598
99-66

1804-3-20

1804-9-17

16-6-3

102: 200

10: 22

16

6132

1022

163: 50

8: 11

168: 63

85

Damages

167: 68

2.84
16

704

284

4544

4645

4645

1804-12-17 4 5 28: 26

1800-3-

4-9-17 3 1/2 1.21.56

484

60

80

3

5.67

1804-3-20

1804-12-17

16-3-3

Debt ——— 29:18 — \$ 9:66
 corn ——— 2:55

Debt due March 1800 ——— \$ 20:26 1/4
 Chs till 15th March 1803 ——— 6:08
 10 per cent comm from 19th March 1803 ^{cost} ——— 2:25
 till 20th Feb. 1804 ——— 28:56
 44:88

1801 — 2:20
 1803 — 3:19
 15:9:1

20:26 20:26 28:56
 104:30 121:50 28:56
 6:05 14:25
 285
 42:75
 142
 71
 44:88

Debt due the 15 th of Oct. 1798	20-
Int. till 15 th March 1805	7:70
	<u>2:54</u>
	30.24
Debt due 18 th Nov. 1799	8:75
Int. till 15 th March 1805	<u>2:77</u>
	41.76
10 per cent damages from the 19 th March 1805	3 63.55
till the 20 th Feb. 1821	<u>104.31</u>

1805- 3-15	
1798-10-15	20
<u>6:5</u>	<u>1.20</u>
4 1/3	6
	<u>7.20</u>
	40
	<u>10</u>
	7.70

1805- 3-15	8:75
1799-11-18	<u>152.50</u>
<u>5:4.1</u>	5
	<u>2.60</u>
	17
	<u>2:77</u>

1821- 2-20	41-76
1805- 3-15	<u>10</u>
<u>15-11-1</u>	41.760
	<u>16</u>
	20.85
	<u>41.7</u>
	62.55