1823-015 SOUTHAMPTON COUNTY CHANCERY PAPERS BARRETT vs. JOYNER etal

3/1823

other SURNames: Worrel, Reece, Barnes, Beale Worrell,

Bennett

vs

Bibb

Loyment &c.

Jany. 15th 1820 Inj. granted

Jany 20th 1820 Bond given & Inj. issued

March Ct. 1823 Injunction Dissolved. L.

The bond or speciality filed in this cause &c. by Thos. Loyment to Thos. Howell for $202:80 - not to be delivered unless by a decree of the court

Defts costs £6.11:68

fee 5:00

16:68

To the worshipful County Court of St. Compton In Chancery sitting, Your Complainant J. Fox Burnett Humbly sheweth

That some time in the year 181 the executed two bonds, one payable to Lewis Worrell for the sum of

payable on

& one other bond payable to Edwin Beale for the sum of

as aforesaid

and your Complainant states that for the purpose of indemnifying & securing the said debts, he executed a deed in Trust on his Land, appointing Lucas Burns, the Trustee which said Deed has been duly recorded in the Clerks Office of this County, which is herein referred to as a part of this Bill.

Your Complt. further states, that some time after the execution of the deed & bonds aforesaid, they were transferred to a certain Theophilus Bryan, who [illegible] requested the Trustee to sell the land, But so it is may it please the Court, that the bonds & deed is now in the

exclusive benefit of the said Theophilus Segrave, who has
transacted the same — Your Complainants further states, that after
the execution of the said conveyance, and in the prosecution
of & for the exclusive benefit of the said Segrave, he traded
for & in behalf of the said Segrave to more than the amount
of the two claims aforesaid, & which bonds (duly executed by
transferred
to your Complainant & of which the said Segrave
has notice — Nevertheless the said Segrave, knowing the
premises, but fraudulently intending to injure your Complain-
ant, threatens your Complainant with a Suit under the
deed in Trust aforesaid, all which is contrary to equity &
good conscience — In tender consideration whereof & in as
much your Complainant is remediless in the premises without
the aid of this Court, he prays your Worship to compel the
said Theophilus Segrave, Lewis Wernle, Calvin Reese, & David
Penny, who are prayed to be made true & perfect answer to
make to the foregoing bill, that your Worship will enjoin
& restrain the said Defendants & each of them from selling
under the said deed aforesaid, until the further decision
of the cause in this Court, & that your Worship will
grant the Commonwealths writ of Subpoena &c. directed &c.
& grant such other & further relief in the premises considered
as may be consistent &c. & your Complt as in duty bound
will ever pray &c.

16th January 1821
Sworn to in Court
J Rochester

Bruce

adv

Barrett

Answer

Filed 24th 1871 answer
filed

To the worshipful Court of Southampton in Chancery sitting.
The separate answer of Edward Read to the bill of Injunction
exhibited against Lewis Powell Thophilus Joyner himself
and Isaac Barnes &c This respondent now and at all times
saving and reserving to himself every benefit of exception to
the many errors insufficiencies uncertainties mistatements
and untruths in the said bill contained. for answer
thereto or to so much thereof as he is advised is
material and necessary for him to answer answering saith
That the said plaintiff executed his note to this respondent
on the 2d day of July 1819 for one hundred dollars and
to secure the payment of the same the said Isaac conveyed
a tract of land in Surry as is stated in his bill —
Your respondent relying upon the security which he
had thus taken, believed that he could at any time
according to the terms of the said deed, sell the same
and hand it applied to the payment of his said note; but
in this he has been disappointed. He has been arrested
for all proceedings upon the said deed by virtue
of an order of this Court obtained at the instance of
the said Isaac, Joined as this respondent supposes
upon the statement contained in his bill, in which
it is represented that this respondent had transferred
the note specified and his interest in the said tract
to a certain Thophilus Joyner. Your respondent denies
that he ever assigned the note & his interest in
the said tract to said Joyner, or that he has ever
even for a moment parted with the possession
of the said note. It is true that this respondent
had some conversation with the said Joyner
upon the subject and did agree that he might
receive the claim against the said Isaac provided
he could get him thereof upon a stipulated
time; which however the said Joyner did not
do, and therefore this respondent has yet the
said note in his possession and is the only equitable owner
of the same. Your respondent presumes that after
this statement of facts, this Court will not be instru-
mental in withholding from him his just rights,
and that the injunction obtained in this case
at least as to him will be dissolved without delay

yours respondent having answered prays to be
hence dismissed with his costs in this behalf
most wrongfully sustained - Edwin Beale

Southampton County to wit
Edwin Beale personally appeared before me a Justice of
the peace for the said County and made oath to the
truth of the foregoing answer. Given under my
hand this 24th day of February 1821.

W. S. Daughtry J.P. Seal

Joyner

adv

Barnett

Answer

24th March 1807 Theo: Joyner,
ans: filed.

In the municipal Court of Southampton ats Chancery
sittings. The Separate answer of Theophilus Harper
to the bill of Injunction exhibited against him by
Lewis Howell Edwin Riall & Lepe Barrett
This respondent now and at all times saving and
reserving to himself all benefit of exception to the
many errors, insufficiencies, uncertainties, untruths
and misstatements in the Complainants bill
contained; for answer thereto or so much thereof
as he is advised is material and necessary for
him to make answering saith. That Lewis Howell
did assign such a note and consideration as is
stated in the bill to this respondent. That after
the transfer this respondent supposed he had
a right to enforce the payment of the money
according to the terms of the said note and proceeded
to commence the suit to prosecute his claim
This respondent denies that the complainant
is rightfully in possession of any note of his made
payable to a certain Henry Howell or that he
could acquit this respondent, if he owed such a
debt, provided he were to pay the same. This
respondent believes from what he has heard,
that an attempt has been made by the said
Lepe Barrett, to forge an assignment upon
a note purporting to be one from this respon-
dent to a certain Henry Howell with the
view of obtaining a credit against your
respondents claim, but if such a note was
ever transferred by Howell to the said Lepe
it is more than your respondent believes and
therefore he requires strict legal proof of
the execution of the note and of its transfer
to the said Lepe. This respondent having
answered prays to be hence dismissed with

his arts in this behalf most unreasonably sustained and he will ever pray &c

Theo. Joyner

Southampton County to wit —

Theophilus Joyner this day personally appeared before me a Justice of the Peace for said County and made oath to the truth of the foregoing answer so far as the facts therein stated depend upon his own knowledge, and so far as they depend upon the knowledge of others he believes them to be true. Given under my hand this 24th day of February 1824

Lawr. Cook J.P.

Barnes's Answer

filed 17th April
1821

To the worshipful Court of Southampton in Chancery sitting

The answer of Jacob Barnes to the bill of Injunction exhibited against Theophilus Joyner Lewis Norell, Edwin Beale & himself by Jesse Barrett.

This respondent having and reserving to himself all benefit of exception to any errors or imperfections in said bill contained for answer to such thing as he is advised is necessary for him to answer, answering saith. That he is as stated in the bill tenter. That he has no interest in the subject matter in controversy other than in the character of tenter as aforesaid, and therefore he submits himself to any order which this Court may think it proper to make. and having answered he prays to be hence dismissed &c

Jacob Barnes

Southampton County to wit

Jacob Barnes this day personally appeared before me a justice of the peace for the said County and made oath to the truth of the foregoing answer Given under my hand this 17th day of April 1820.

J. Boyd Esq

Barrett Ingr
Ingrs 263 Subs:

Copie
L C Raymond
D.

Southampton Cty.

In the Clerks office January 20th 1821

The Complainant this day entered into bond with Sufficient Security as the law directs

A. M Nicolson D.C.

The Commonwealth of Virginia to the Sheriff of Southampton County, and Theophilus Joyner, Lewis Ironell, Edwin Beale and Jacob Barnes their Counsellors attornies and agents, and every of them, Greeting. Whereas it has been represented in the County Court of Southampton in Chancery, and on the part of Jesse Barnes who has prayed that he may have a writ of Injunction subpoena for to stay all further proceedings upon a certain deed in Trust executed by the said Jesse Barnes to Jacob Barnes as Trustee for the benefit of Edwin Beale and Lewis Ironell which the matter can be heard & determined in a Court of Equity for that purpose: We therefore in Consideration of the premises aforesaid Strictly enjoin and Command you the said Sheriff and Theophilus Joyner, Lewis Ironell, Edwin Beale, and Jacob Barnes absolutely to desist from all further proceedings against the said Jesse Barnes upon the deed in Trust aforesaid until the hearing of the cause in Chancery & aforesaid under the penalty of £100 each and have then there this writ witness James Rochelle Clerk of our said Court in Chancery at his office the 20th day of January 1821 In the 45th year of the Commonwealth

James Rochelle cc

Thos. Joyner
To
A Howell
Note
$. 202.80

On demand two days after date I promise to pay Henry Hawks of Northampton County & State of N. Carolina the just and just Sum of Two Hundred and two Dollars & Eighty Cents it being due for Value Recd. as Witnes my hand and Seal this 19th of April 1819

Wm Joyner Seal

Witness

Thomas Underwood

Barrett K.
To
Joyner

Sept bond.

Know all men by these presents that we Jesse Barrett, Bolling J. B Barrett & Jordan Barrett are held and firmly bound unto Theophilus Joyner in the just and full Sum of Seven hundred Dollars to which payment well and truly to be made we bind ourselves & each of us and each of our heirs Exrs & admrs jointly and severally firmly by these present sealed with our seals & dated this 20th day of January 1871— The condition of the above obligation is such that whereas the above bound Jesse Barrett hath obtained from the county court of Southampton an Injunction to stay all further proceedings upon a Deed in Trust executed by the said Jesse Barrett to a certain Jacob Barnes as Trustee to secure the payment of certain Sums of money to Lewis Rowell & Edwin Beale which said Deed in Trust hath been since transfered to Theophilus Joyner as appears by the allegations contained in the complainants bill

Now if the said Jesse Barrett shall well & truly pay & satisfy the aforesaid debts contained in the aforesaid Deed in Trust and all such damages and costs as shall be awarded against him by the said county court of Southampton in case the said Injunction shall be dissolved then this obligation to be void or else to remain in full force & virtue

Test
James Rochelle

Jesse Barrett Jr. Seal

Bolling J. B Barrett Seal

Jordan Barrett Seal