1823-038 SOUTHAMPTON COUNTY CHANCERY PAPERS SCOTT vs. BUNN et al 1/1823

Scott

v.

Burns &c

Bill

Nov. 1802 Inj. decree

Fergusant

To the Worshipful Court of Southampton in Chancery sitting.

Your orator James Scott respectfully represents to the Court that a certain Burwell Bunn being indebted to him in the year 1796 in the sum of £27.11.2 executed to him a deed of mortgage for the purpose of securing the payment of the said debt on the 29th of August 1796 conveying thereby a tract of land lying in this County containing 65 acres being the land whereon the said Burwell Bunn then resided besides several articles of personal property and which deed was duly recorded in the Court of this County all which will more fully appear by reference to the original deed and the certificate endorsed thereon by the Clerk of the Court of this County which are hereto annexed as a part of this bill of Complaint at the time of the execution of the deed aforesaid the said Burwell Bunn was a married man and his wife did not relinquish her right to dower in said land in the form prescribed by law. your orator states that the aforesaid sum of £27.11.2 according to the Condition in said deed was to have been paid with the accruing interest thereon on or before the last day of October after the date of said deed viz the sum of £18.5.6 paid 17th July 1809 & £63.38.4 paid 2d May 1815 this day it remaines unpaid. Your orator further represents that the said Burwell Bunn died some time during the last year intestate leaving a widow Fanny Bunn who is entitled to dower in said land and several children to wit Patty who is of full age, John who is of full age and Benjamin,

bare, Catharine, and Fanny Bunn who are minors
and that a certain Benjamin Griffin has taken letters
of administration upon said Burwell Bunn's estate
your orator is advised that under existing circumstances
he cannot recover his money without forcing a sale
of the land and other property conveyed in the deed
of Mortgage, neither hath he a right to take possession
of the same altho the condition hath not been complied
with, and that he is compelled to resort to a Court of
Equity for relief. To which your orator will have leave
to state that the personal estate of said Burwell
Bunn has been exhausted in the payment of debts
and that those entitled to the equity of redemption
have not the means of paying the debt and interest
and are perfectly willing to avoid delay and expense
that a decree may be rendered in the
premises as speedily as possible. In tender
consideration whereof and as your orator is without
remedy in any other tribunal he prays that the said
Fanny Bunn widow of said Burwell Bunn, the
said Fanny & John Bunn children of said Burwell
Bunn and the said Benjamin, Ann, Catharine,
and Fanny Bunn infant children of said Burwell
Bunn by some friend to be appointed by the Court to
defend them in this behalf, and the said Benjamin
Griffin admr of said Burwell Bunn dec'd may
be made defendants hereto and be compelled to make
full true and perfect answers to the foregoing allega-
tions. He further prays that dower may be allotted to
the said Fanny Bunn widow as aforesaid in the lands
conveyed in said deed of Mortgage. That the land may be
sold including the reversion dependent upon the dower
interest aforesaid and the personal estate conveyed in
said deed of Mortgage for cash, and the debt aforesaid
with the accruing interest thereon after deducting the
payments hereon admitted to have been paid, to be paid
out of the proceeds of the sale to your orator and the
surplus if any to be equally divided between and
among the defendants the children of said Burwell
Bunn. And your orator prays for general relief and
he will &c.

James Scott

Bunn &c

vs

Scott.

Answers

Scott. Pltff

vs } In Chancery.

Burns &c Defts

This cause was this day docketed by consent of parties and upon the Court and was heard on the bill answer, exhibit filed, and arguments of Counsel. whereupon upon consideration whereof the Court doth adjudge order and decree that from and after the day of next the defts him at law of the said Burnes Burns and ~~defendants in this cause~~ be precluded of their equity of redemption in the tract of land mentd in the deed of mortgage and that in the mean time they have the priviledge of redeeming the same by paying the principal & interest of the debt due to the pltff James Scott and the Costs of this Suit. and it is further decreed and ordered that if the tract of land aforesaid is not redeemed on or before the 15th day of December next that Sol Dellapenburg. Jno Lankford Esqr Benj Bowers Wm Joiner or any two do first by. If one third of the same and allot it to the said Fanny as her dower and that to or any two of them do after giving ten days previous notice of the time and place of sale of the said tract of land including the reversion dependent upon the dower estate and the articles of personal property mentioned in said deed of mortgage to purchase for cash. That they out of the proceeds of the sale pay to James Scott the sum of £27:11:2 with interest thereon from the last day of October 1796 till

paid, subject to a credit of $18:56 paid 17th July 1809 and $63:33 paid 2 day of May 1815 and that they pay over the surplus if any to the clerk for the children of said Burwell Bunn equally or the guardians of the infants. It is further ordered that the appeared commissioners or such of them as may act do make a deed of conveyance to the purchaser of said land and make a report to this Court in order to a final decree.

In the worshipful Court of Southampton in Chancery sitting. The joint and separate answer of Fanny Bunn widow of Burwell Bunn dec'd and Patsy Bunn and John Bunn children of said Burwell Bunn dec'd and of Benjamin, Car, Catharine, and Fanny Bunn infant children of Burwell Bunn dec'd by their next friend Benj'a Griffin appointed to defend them in this behalf and of Benjamin Griffin admr of said Burwell Bunn dec'd to the Bill of Complaint exhibited against them by James Scott. These respondents now and at all times saving and reserving to themselves all and every benefit of exception to errors or insufficiencies in said bill contained for answer thereto or to such thereof as they are advised is material and necessary for them to answer answering say. That they doubt not the truth of the allegations contained in the Complainants bill and are perfectly willing that such decree as is prayed for, or any other which this Court may think right proper, may be pronounced in favor of the complainant. These respondents having answered pray to be hence dismissed &c

Scott
vs
Bunn
} Inter Decree

Opin Vol. 1 p. 893 repl. red
D. C. R. D. 20

Southampton County January 23 - 1823

We the undersigned commissioners proceeded this day to execute the within decree to us directed and some of the personal property mentioned in the deed being produced to us after laying off the widows dower in the Mortgaged premises we proceeded to sell the same agreeable to the terms of the decree and the same was purchased by James Scott the Mortgagee at the price of forty seven dollars. — Given under our hands this day and date above written ——

S. D. Rochenbury
Jesse Lankford
William Joyner

Southampton County Nov. Court 1822.

James Scott ... Complainant

against

Fanny Bunn widow of Burwell Bunn dec'd - Patsey & John Bunn children of said Burwell Bunn dec'd and Benjamin, Carr, Catharine and Fanny Bunn infant children of Burwell Bunn dec'd by their next friend Benjamin Griffin appointed by the Court to defend them in this behalf and Benjamin Griffin as administrator of the said Burwell Bunn deceased - Defendants - } In Chancery.

This cause was this day docketed by Consent of Parties and upon the Motion of the Court, and was heard on the bill answer, exhibits filed and arguments of Counsel, whereupon after due Consideration thereon the Court doth adjudge order and decree that from and after this day of next the defendants heirs at Law of Burwell Bunn dec'd be precluded of their equity of redemption in the tract of Land Conveyed in the deed of mortgage and that in the mean time they have the priviledge of redeeming the same by paying the principal and interest of the debt due to the Plff. James Scott and the Costs of this Suit, and it is further decreed and ordered that if the tract of land aforesaid is not redeemed on or before the said 15th day of December next that James D. Wrenbeng, Silas Lankford, Carr Bowers and William Joyner or any two do first lay off one third of the same and allot it to the said Fanny as her dower and that they or any two of them, after giving ten days previous notice of the time and place of Sale expose the said tract of land including the reversion dependant upon the dower estate and the articles of personal property mentioned in said deed of mortgage to public sale for Cash, that they out of the proceeds of the sale pay to James Scott the Sum of Twenty Seven pounds Eleven Shillings and two pence with interest thereon from the last day of Oct. 1796 till paid -

Subject to a Credit of Eighteen dollars and fifty Six Cents
paid 17th July 1809 and Sixty three dollars and thirty Eight Cents
paid 2nd day of May 1815 And that they pay over the
Surplus if any to the defendants the Children of said Burnett
Burnett and equally or the guardians of the infants It is
further ordered that the aforesaid Commissioners or such of them
as may act do make a deed of Conveyance to the purchaser
of said Land and make a report to this Court in order to a
final decree

Teste A. M Coalson D.C

Clerk Costs $3.37
Atto: fee 10.00
$13.37
recording Mortgage 1.75
$15.12

We the undersigned do hereby Certify That we are willing that James Scott may get a Deed to deed The tract of Land which Burwell Bunn conveyed to him several years ago. by Morgage as we wish it done with as little Expence as Possible. given under our hands this 7th day of Jany 1822 —

John Bunn

Patsey her + mark Bunn

Fanny her + mark Bunn

Land for Sale & nothing

besides

Widow Fanny Bunn

Patsey Bunn dec.ᵈ

Wᵐ Bunn

Benj. Bunn

Carr Bunn

Katharine Bunn

Fanny Bunn

1809 July 17. a payment of 18, 50,

1815 May 2ᵈ ditto 63, 38,

Burwell Bunn

to

Jas Scott

Deed of Trust

April 1797.

By 3 wit & Ack

Recorded

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At a court held for the County of Southampton the 17th day of April 1797. This Indenture and the receipt thereon indorsed were proved by the oaths of Lewis Williams John Odonally & Evans three of the witnesses thereto & ordered to be recorded

Sam Kello Cs

Rec.d this 29th day of Augt. 1796. of the within James Scott the sum of Twenty Seven pounds eleven shillings & two pence Current money being the Consideration money within mentioned

Burwell Bunn

Witness
Lewis Williams
John Donnelly
Anne Pretlow
Hardy Boyd
W. Evans

This Indenture made this twenty ninth day of August in the year of o Lord Christ one thousand seven hundred & ninety six, Between Burwell Bunn of the County of Southampton Parish of Nottoway of the one part & James Scott of the County & Parish aforesaid of the other part Witnes th that the said Burwell Bunn for & in Consideration of the just & full sum of Twenty seven pounds eleven shillings and two pence Current money of Virginia by the said James Scott to him in hand paid, the receipt whereof the said Burwell Bunn doth hereby acknowledge & therefs acquit & discharge the said James Scott his heirs & assigns forever & himself therewith fully & entirely satisfied contented & paid, he the said Burwell Bunn hath granted, bargained, sold, aliened, enfeoffed, released, & over delivered & confirmed & by these presents doth grant, bargain, sell alien enfeoff release & over de= liver & confirm unto the said James Scott and to his heirs & assigns forever all that Plantation & Message tract & parcel of land whereon the said Burwell Bunn now lives, situate lying & being in the County of Southampton & Parish of Nottoway aforesaid Containing by estimation Sixty five acres be the same more or less bounded as by Hardy Bunns Deed to the aforesaid Burwell Bunn (for the same lands) is expressed & declared & being all the lands that in anywise belongs unto the said Burwell Bunn & all the houses outhouses edifices buildings woods ways waters & watercourses pastures Cow grounds, orchards, gardens profits commodities hereditaments & appurtenances whatsoever to the same belong= ing or in anywise appertaining & the reversion & reversions remainder & remainders rents issues & profits thereof & all the estate, right, title, interest, claim or demand, of him the said Burwell Bunn, of, in, & to the same & every part & parcel thereof, and also five head Cattle, sixteen hogs, sixteen barrels indian corn, one feather bed & furniture, two pine chests, two pine tables, four chairs, one pit saw, two axes, a set of bench planes, five chisels, one grind stone & all my plantation tools, & all my household & kitchen furniture.

To have & to hold the said plantation Message tract & parcel of Sixty five acres of Land & premises with all & every the appurtenances as aforesaid together with all & every the other granted premises goods & chattels unto him the said James Scott & to his heirs & assigns forever, to the only proper use & behoof of him the said James Scott and his heirs and assigns forever and the said Burwell Bunn for himself his heirs Executors Admrs & assigns the said plantation message tract and parcel of Sixty five acres of Land and premises with all & every the appurtenances as aforesaid together with all and every the other granted premises goods & chattels unto him the said James Scott & to his heirs & assigns forever against him the said Burwell Bunn his heirs Ex. Admrs & assigns & against all & all manner of Persons whatsoever claiming or demanding the same or any part parcel or article thereof shall & will warrant and forever defend by these presents, And the said Bur= well Bunn for himself his heirs Executors Administrators & assigns doth hereby covenant promise & agree to & with the said James Scott his heirs Executors Administrators & assigns that he the said Burwell Bunn his heirs Ex. Admrs or assigns will well & truly pay or cause to be paid unto the said James Scott his heirs or assigns the just & full sum of Twenty seven pounds eleven shillings and two pence like current money with the lawful interest thereon growing due on or before the last day of October next upon this special Condition this indenture is to be void & the said Burwell Bunn his heirs or assigns repossess the said granted premises as fully & as amply as he this Deed had not been made. In witness whereof the said Burwell Bunn hath hereunto set his hand & affixed his seal the day & year first above written.

Burwell Bunn (Seal)

Signed Sealed & Delivered
in presence of us

The Word Executors interlined before signed

Lewis Williamson
John Odaniel
Anne Pretlow M Evans
Hardy Bunn