

1831-008 SOUTHAMPTON COUNTY
CHANCERY PAPERS

BRANCH VS. DAVIS

6/1831

Branch

or 3

Davis

1828 March 18. Injun awarded 2. per

Cont till June 1831

Price of conjunction

To the worshipful the County court of Southamp-
ton in chancery sitting

Humtly complaining sheweth unto your
worships, your orator George Branch
that ^{that} on the day of
executed his bond for the amount
of _____ to one Newsum Davis,
who has died intestate, & administration
upon his estate has been granted to Drury
Davis his brother who constituted a writ
upon the said bond against your
orator, obtained judgment & sold
out execution, and your orator has
executed a forth coming & delivery
bond for the amount upon which
a record judgment ^{has been} ~~will be~~ obtained
& your orator compelled to pay the
amount without he can obtain the
dispendance and relief of this wor-
shipful court; your orator states
that he is the owner of Newsum
Branch, and that James ^{Davis} one of the
distributors of that estate, as appears
by the report of Master commissioner
Cott, ~~immediately~~ obedience to an
order of the County court of Southamp-
ton which is duly returned ^{therein} & prayed to
be taken as a part of this bill, is an-
debted to your orator in the sum of \$320 &
86 cents with interest from the 25th of July
1827 — That the said Drury Davis

in the case of James Davis, who is now an
inhabitant of the State of Indiana; that
the said James executed a power of attor-
ney to the said recovery upon his coming
into this State in the year 1827, to receive
any monies that might be due to him
the said James Davis, & to pay his
debts in this State as your orator was
informed by the said recovery Da-
vis; that upon the said recovery Davis
demanding the amount due on the
bond executed by your orator to his
estate Nathaniel Davis, your orator
stated to him that his father James
Davis for whom he was acting under
a power of attorney, was indebted to
your orator in an undischarged amount
& that as he had removed from the
State, he should be deprived of all
means of recovering the amount due
& that under such circumstances he hoped
the said recovery would pay the amount
or at least disburse what was due by
your orator to his estate, where agreed
to do so, & told ^{your orator} the said that he
had the means of discharging that
debt in his own hands & that he was
perfectly willing that any monies
which might be payable due your orator
by his father James, might be considered
as going to discharge the amount of

the bond due his estate, notwithstanding
any which said promise & agreement
the said recovery instituted the suit afore-
said, obtained judgment as aforesaid
& will recover the amount due on the bond
unless the same can be enjoined by this
worshipful court, all which is contra-
ry to equity and good conscience; your
orator further states that the said recovery
has again returned to the State of Indiana
of which he is an inhabitant. to
the end therefore that relief may be had
touching the premises, your orator
prays that the said recovery Davis,
may be made dependant hereto with
apt and proper words to charge him
& that he may answer the premises,
that your worship may restrain
& enjoin all further proceedings on
the judgment execution & forth coming
bond aforesaid & grant such other & fur-
ther relief touching the premises as your
worship may deem equitable and right

Southampton County to wit

Personally appeared before me a justice
of the peace for the County of Southampton
George Branch Senior, made oath
that the allegations of this belief as stated on
his own knowledge are true & those stated on
the information of others he believes to be true
J. Cobb. P.

* Your orator further states that at the time of his conversation with Orcey Davis, his own account had not been settled & that although he ~~understood & believed~~ was convinced that James Davis was indebted to him he paid at the earnest solicitation of his agent Orcey considerable sums of money amounting to

~~approximately~~ the promise of the said Orcey that if upon an settlement of his accounts there was a credit upon the estate of Marcus Branch, it should appear that James Davis was indebted to him, that the same should be allowed as a discount & set off to the bond aforesaid and that he would not have paid the same moneys to the said Orcey as a part of his father's debts, but for the understanding & agreement aforesaid

Principal due 1st March 1815 . . . £28..15..7½ = £95.95

Int. till 17 November 1824 . . . £56.41

By cash then paid . . . 22.96
£33.45

Interest till 7th October 1826 . . . 10.26

By cash then paid . . . 7.5
£9.51

Interest till

Costs £7.62.

Injct.
62

Know all men by these presents that

are held and firmly bound unto

in the just sum of \$4.

the payment of which well and truly to be made to the said

Us. And ourselves and each of us our and each of our heirs executors jointly

Generally firmly by these presents sealed with our seals and dated this day of

1827 The condition of the above obligation is such that whereas

the above bound

have obtained

an injunction to stay all further proceedings on a Judgment obtained against

until the further order of this Court and if the said

shall well and truly pay and satisfy the said Judgment and all such damages and costs as shall be awarded against

in case the injunction aforesaid shall be dissolved then the above obligation shall be void or else to remain in full force and virtue

Teste

George Branch Seal

Lewis Branch Seal