

1831-25

SOUTHAMPTON COUNTY
CHANCERY PAPERS

VICK, al vs. MAGET

12/1831

other surnames: Magett

No 225
 Vick }
 m } Inf
 Mageth } Bill

Augt 09. Inf. granted
 Bond rec 24. Augt. 09.
 Sep. Rule for answer
 Oct. Rule for answer
 Cont till Augt 1812
 Sep 1812 Answer
 Filed rule to disolve
 Octo do - Not do due
 Rule -
 12 Rules in 1813
 1814
 Jan. Rule to disolve to July
 July do to Mar
 March do to Apr
 Apr do to May
 1815 May leave to answer bill
 1816 Dec. byon disolved &

Debt due July 17 1809
 Oct. 11th Aug 24/1809
 10 for 10 running from Aug 24/1809 till Dec 19/1811
 16. 18 -
 36 33 1/2
 39
 36 72 1/2
 126 75

Paid to Mark 20. 1809
 Paid to August 24/1809
 Running at 10 for 10 from 24. Aug 1809 till 19. Dec 1811
 30. 16 1/2
 102 66 1/2
 2. 16
 10 47 6 1/2
 265. 30

To the worshipful Court of Southampton County in Chan-
cery sitting - Humbly complaining sheweth your
worship your orators Esau Kirk and Samuel
Kirk that on the 22 day of December in the year
1783 a certain Joshua Kirk and Samuel
Mayet executed a bond to John Mayet son
of Samuel Mayet in the sum of thirty two pounds
sixteen shillings Proclamation money conditioned
to be discharged by the payment of sixteen pounds
eight shillings of the like money on or before the 18th
day of the ensuing June, which will fully appear
by reference to the said bond now in the files
of this court and prayed to be confirmed
as part of this bill - Your orators beg leave
to state that in March 1786 a certain Pilgrimage
Kirk paid & repaid John Mayet the sum of
Twenty one Dollars towards the discharge of the
said bond, but took no receipt therefor. That on
the 21 January 1786 there was another payment
of £4.0.0. after these payments were made
your orators beg leave to state that the said bond
was paid to a certain William Mayet son of the
above mentioned Samuel Mayet. That on the 29 day
of August 1807 the said John Mayet received another
payment from the said Joshua Kirk of ten pounds
and on the 17 day of December 1808 another pay-
ment from James Mayet (who was Security for
Joshua Kirk) of £23.1.3 in full of the said bond
which said three last mentioned payments will
appear by having reference to the said bond.
But so it is may it please your worship

that the said John Mayet entered no credit
on the said bond for the sum of twenty one
dollars paid by ~~the~~ Pilgrim Vake as before stated,
that the said James Mayet after paying the amount
of the said bond appearing to be due, prosecuted
an action of trespass on the case against the said
John Vake for the sum so paid, that the said
Vake was ruled to give bail by ^{an} endorsement regu-
larly made on the writ and that your orators
became his appearance bail - the said writ
remained on the Docket until the last March
term of this Court when the said John Vake confessed
Judgment as appears of record, calculating as your
orators suppose, that all just credits had been
given on his bond - that execution has been
issued ^{the goods & chattels of} against your orators for the full amount
of ~~the~~ appearing due on the said bond &
Judgment, without any discount or credit for
the said ~~the~~ twenty one dollars paid as
before stated, which with the interest thereon, added
to the other payments & their interest will fully or nearly
pay off the debt - Your orators further re-
present to the Court that a horse has been actu-
ally seized by the Sheriff from your orator Exams
to satisfy the said debt, that he ~~he~~ executed his
forthcoming or delivery bond to have the said horse
forthcoming at the day & place of sale & has forfeited

the same - so that their property is now exposed
to danger of sale for the payment of this most
unrighteous debt which your orators believe to
be fully ~~or nearly~~ satisfied - Which is con-
trary to Equity - In tender consideration whereof
the cause your orators are only relievable in a Court
of Chancery, whose matters of fraud accident & mistake
are properly cognizable, your orators pray that the said
James Mayet may be made defendant to this bill
compelled on his corporal oath to be by him taken on the
Holy Evangelists of Almighty God to answer all Surges
law the allegations of the same fully, perfectly, & truly
and unreservedly, that ~~it is~~ all proceedings
on the said forthcoming bond may be stayed and
enjoined until the matters of this bill be fully
heard in Equity & that your worship will
grant any other & general relief which may be
applicable - & your orators will ever &

Sworn in Court Aug. 21. 79.
Attorney D. J.

Maget
adv. } Answer
Vicks }

To the worshipful Court of Southampton in Chancery sitting -
The answer of James Maget to the Bill of Injunction exhibited
against him by Eusebius Vick and Samuel Vick -

This Respondent now and at all times hereafter saving and reserving
to himself all and every benefit of exception to the manifold
errors misstatements and imperfections in the complainants bill
contained; for answer thereto unto so much thereof as he is
advised is material and necessary for him to make answer
unto answering, saith - That he knows nothing of the credits
claimed by the complainants other than such as may app-
ear upon the bond and which are endorsed on it in the
following manner. "Jan 21. 1786 Paid part the within Bond
" Bond recd for me £4-0-0 - August 29th 1804. Paid of Joshua
" Vick the sum of ten pounds in part of interest of the
" ~~within Bond~~ William Maget. Dec 17th 1808 Paid
" of James Maget £23-1-3 the within Note in full
" William Maget - That the last credit here mentioned
was paid by your respondent as security to Joshua
Vick and is the just amount exclusive of Costs of suit
and interest now claimed by your ^{respondent} ~~complainant~~ - your
^{respondent} ~~complainant~~ denying any knowledge of any other
credits claimed by the complainants, requires of them
legal proof of the same, provided this worshipful
^{Court} shall think proper notwithstanding the confession
of Judgment by the said Joshua Vick to receive
any testimony of that kind against which ~~this~~
respondent solemnly protests alleging that the
complainants by the said confession of judgment
are precluded in law of any defense and are
not entitled to the interference of a Court of
Equity. This Respondent denying all fraud

combination & pray, that the injunction may
be dissolved, and he be allowed to have and enjoy
the benefit of his judgment at law, and that
he may be reimbursed with his costs in this
behalf most unreasonably expended &c.

Southampton Set

This day James Mayel 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 21st day
of Sept 1812.

Jacob Doerden

et hy

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2222
1111
555.14
277.15

Vick's 8.
to } Inj-
Maget- } Bond

Know all men by these presents that we Ezeckiel Vick and
Saml. Vick & Newit- Edwards are held and firmly bound unto
James Magell — in the sum of Thirty pounds
to which pay^t. will and truly to be made we bind ourselves and
each of us firmly by these presents Sealed with our seals and
dated this 24 day of August 1809.

The Condition of the above obligation is such that whereas
the above named ~~Ezeckiel~~ James Magell hath obtained a
Judgment at Common law against the above bound —

Ezeckiel & Saml. Vick — for the just sum of thirteen
pounds Sixteen Shillings and nine pence, and interest from the
20 March 1809 till paid ^{from} of the said Ezeckiel & Lemuel Vick
and the co^s.

shall well and truly satisfy & pay all Costs & Damages
which may arise in Case the said Injunction shall be dissolved he
having obtained an Injunction to stay the proceedings of
the said Judgment at Common law until the same can be heard
in Equity by which ^{for} that purpose, then the above obligation
to be void other wise to remain in full force and virtue

Signed Sealed &
acknowledged in
presence of }
Harrison Minton J^r

Ezeckiel Vick Seal

Lemuel Vick Seal

Newit Edwards Seal