

1835-006 SOUTHAMPTON COUNTY
CHANCERY PAPERS

MYRICK

VS. LUNDY etal

4/1835

other Surnames: Harris,
Avent, Cooper, Gilliam

Meyrick

as 3 Papers.

Sundry

1831 Jan'y with Rice & Ingn: and

" July Ret for hearing on process

1833 Feb - Transferred to Southampton

1834 July - Rule to spend the cause

" Aug. 20: See for info

1835 Apr. Ingn: deposited bill dep: 4

Costs

Defendants costs in Warrington -

60.75

Def's costs belk. \$2.27

Law & 16 66

18.93

19.68

Heber up

Meysick
to Bill
Sandy

2637⁵⁰
15

13187⁵⁰
2637⁵⁰

39562⁵⁰

2637⁵⁰
5

13187⁵⁰
3

39562⁵

4th Jan'y. 1831.

To the Honorable William Brown Judge of the Superior
Court of Chancery holden for the District of Wm. Burg -

Humbly complaining, sheweth to your Honor, your Compt,
James Myrick, that on the 2nd day of February in the
year, 1829, a certain Joshua C. Lundy, Sheriff of the County
of Greenville, held in his hands writs of Execution for a
large sum of money, against the good and chattels
of one James Cooper - That your Orator as Curator of
the Estate of Joseph Harris dec^d had to pay to the said
Cooper, as Guardian to the orphans of Joseph Gilliam
dec^d a larger sum, than the said Sheriff's demands
against the said Cooper. That the situation of the said
Harris's Estate was such, that the money could not be
readily commanded, and the said Cooper could not
raise it without your Orator's aid. That it was sug-
gested ~~by the said Lundy~~, that if your Orator would
execute to him his bond for a sum exceeding the
sum owing by Cooper, he, Lundy, could sell the
bond at a discount of thirty three and one third per
centum, and thus raise the money, that he was sure
he could sell the bond at that rate of discount,
but that he might share it at a less rate, and that
if he could get it off at such lower rate, or even
at par, that the obligor should have the full

benefit of his negotiations. Your Orator refused to make such a sacrifice, but agreed, to lose fifteen per centum on the amt. due, if such loss should be necessary, and the said Cooper agreed to lose eighteen ~~18~~ ¹⁵ per cent. in like manner. That in pursuance of this suggestion and agreement of the said Lundy, your Orator executed his bond without security, payable to James Cooper — for the sum of two thousand six hundred and thirty seven dollars & fifty cents, on or before the 25th Dec. 1829, as the principal, and to cover the loss or brokerage, he executed his other bond to the ~~1st~~ ^{2^d} ~~Cooper~~ for the sum of three hundred & seventy five dollars — that instead of carrying the said bond, or bonds into market, and paying any discount on ~~the~~ large one, as was expected, the said Lundy paid it off at its full par or nominal value to William A. Wardlaw & Co. to whom your Orator has made a considerable payment, and has made arrangements to pay the balance — & to support this allegation, of the transfer of the bond at its par value, your Orator exhibits as a part of this bill, a copy of the statement between the said Lundy and the said Wardlaw & Co. furnished by them, and to which he will take the affidavit of those Gentlemen, if the fact be denied by the said Lundy.

That in gross violation of his agreement, instead of cancelling or returning to your Orator, the smaller bond above mentioned, the said Lundy assigned that bond to Jamelin Acent, who instituted suit thereon in the Superior Court of law for the county of Southampton, recovered judgment thereon, and sued out Execution. That your Orator stipulated that the said Lundy would adjust the matter with the said Acent, and discharge your Orator from the said judgment, gave a delivery bond, & forfeited it, and at the late term of the said Superior Court, Execution was awarded thereon, & is now in the hands of the Sheriff of said County. All which will appear, by copies of the said bond, & Judgment, herewith exhibited as a part of this Bill. That your Orator has applied to the said Lundy, to do justice, & discharge him from the said judgment, but this he refuses to do — which is contrary to Equity. In tender consideration whereof, & inasmuch as your Complaint is remediable at law, & only relievable by this Honorable Court, To the end that the said Joshua C. Lundy and Jamelin Acent may be made Defats hereto, and compelled to answer the allegations hereof fully and unequivocally, & in the meantime, enjoined from further proceedings on the said Execution, your Orator prays the Commencement of Injunction, directed &c. that your Honor will decree a perpetual Injunction against the said Judgment.

and award of Execution. and grant him general & special relief in the premises, & he will pray &c.

Southampton County, S.C.

James M. Smith

This day, personally appeared before me, Orvis A. Browne, a Justice of the County aforesaid, and made oath, that the foregoing Bill of Injunction contains the truth — Given under my hand at my County aforesaid, this 25th day of December 1830 —

Orvis A. Browne

An Injⁿ is awarded according to the prayer of the bill on the usual terms.

W. Browne
7th Jan'y 1831

To the Clerk of the Saff. County
of Chy
Wm. Burg

W. S. M. Smith.

Myrick

3rd of 1834

Lundy &

Nov. 17. 1834

To the honorable Robert B Taylor Judge of the Circuit
Superior Court of Law & Chancery for the County
of Somerset The separate answer of him
L. Chancery. Exec of Justice Chancery due to
the bill filed against the said Justice
Chancery & Francis Stewart in the late
Superior Court of Chancery for the
~~Plaintiffs~~ ~~Barry~~ ~~Barry~~ by James
Stupple. This respondent saving to him
self all just benefit of execution to the
bill of the Complaint for answer
therein says, that of his own knowledge
save that derived from his testators books
(i.e. his Sheriff Execution books he knows
very little or nothing of moment he knew it is
true in the life time of his father & now
testator learned that there were in
his hands as Sheriff or deputy very large
amounts of Executions against James
Cooker, but of the amount or to whom
due or how paid he did not then know but
since ^{his attending} as a party has been directed to the
enquiry & he annexes herewith copies of
Exons & Statements from no 4 to no 5
showing that there were in his fathers
hands as very large amounts it is
believed about 29 or 30 hundred dollars
which your respondent will send a general
Statement of the & segregate all of which

of which he prescribes may be taken as a
part of this answer By which it appears
there were from the 2nd of June 1828 to 21st July
1829 in the hands of his testator Jos. Edmund
Exms in favour of Barnum Blanton and
disbursement to the amount of \$1384.50
Sec (State) of. against the same books
all of which were taken by the Sheriff &
deposited to him in his Exor Doctbk
or Book so that the Complainant is in
believe mistaken in the value that
\$2637.50 only against the same books.

It may be true that it was
agreed that if it was it is not known to
your witnesses & therefore no disbursement
as to the charge that if the books was to be
charged, that is if the money could only be
procured to pay them debts, in that way that
then your respondent's testator was not to lose
it nor accept he if he was acting for
books in paying his debt this matter
the charge of using as to your respondent's
testator & disbursements positively your respondent
does not believe the & as he shows a larger
amount due to him ^{belonging} from books & when
he has paid them both the books & money
of both of which he acknowledges his testator
receives he himself backs the Complainant & says
will be required to account satisfactorily for
the amount of the Exms. paid for the same
books & in the hands of the said Sheriff
at and about the very time he mentions on the
bill as well as upon his two answers and
calculations of Interest & costs commencing

Your respondent admits nothing but is informed
by those & particularly the business of his testator
who had the undoubted power to pay him
that it would be found on examination that
he had not been further liable to the Complainant
Charge of using Exaltation. The fact is believe
to be that your respondent's testator since having the
Exms; long may long before the bond was given
, that he had to obtain the money at a sacrifice
is likely may is believe & probably larger
than the Complainant's charge that they have been
to pay the last of which charges is required to state
whether also if they can do so but he hopes
the same will be shown to be necessary.
The respondent's by the Complainant
unjust & every statement by the Complainant
reference to him when former he says you
now to deprive the respondent's share
the expense to receive the benefit of his past
most unjustly withheld in the spirit
of your respondent & as in duty he
will ever do.

Greenwich County Set Lord L. Lundy
personally appeared before me
and B. Ryland a justice of the peace for the
County of Greenwich & made oath to the
facts stated in the foregoing answer so far
stated on his own knowledge & that so far as
stated on the knowledge of others he

he believes them to be true given under
my hand and seal this 9th day of July
1884 C. P. Ryland J. P. Ryland

My dear
Lovingly
Lovingly

Nov. 17th 1884

The Senate answer of Townsend
to the bill of Imposition filed against
Joshua Lundy, the said Lundy
originally in the County of
of Massachusetts by James Maynard

This respondent saving all benefit of
exception to the benefits bill for answer
therein asserts that as a person of Lundy
Lundy, ^{for a fair equivalent} he will obtain the Judgment
in the bill mentioned against the
said respondent Maynard.

That he knows nothing of the issuing
or extension of Lundy on the said
Maynard charges in the bill that
he is not he believes charge as with it
but if it is so deserved it is most
unexpediently deserved & he can only
refer to the answer of the party who
represents the said Lundy & asserts
that matter & to call as he does for
proof of the charges your respondent
has no knowledge of any thing at all
illegal or improper in the transaction
or he certainly would not have been
involved in the controversy by taking the
bond as a person charging all persons
& Lundy answer as far as he is ^{con-}
cerned is material he should be allowed
to be allowed the benefit

of his Inauguration address to government
costs & as in only he will send

Blackburn
modestly

Quest
to answer

~~Myself~~

Myrick
2

Lundy & Arent

}

The defendant Lundy being dead on motion of the defendant Arent by counsel it is ordered that unless the plaintiff shall take the necessary steps to revive this cause against the personal representatives of the said Lundy, within 60 days after he shall have been served with a copy of this order, that this cause shall stand dismissed as an act of this day.

^c
Myrick

u { copy order

Lundy &

Executed by deliver-
ing a true copy

July 24/1834

Espe Drury att
H B Dewey s. att

July 24

At a Circuit Superior Court of Law and Chancery held for Southampton County at
the 6th day of July 1834.

James Myrick.

against

Joshua Lundy & Tamlin Avent.

Plff In Chancery

Defrs.

The defendant Lundy being dead on the motion of the defendant
Avent by Counsel the Court doth order that unless the plaintiff shall take the
necessary steps to revive this cause against the personal representative of the said
Lundy within sixty days after he shall have been served with a copy of this order,
this cause shall stand dismissed as an act of this day -

Teste James Rochelle Clk

Mem^o

This execution is to be discharged by the payment of sixty four dollars eighty four cents with legal interest thereon from the 7th day of July 1828 till payment & the costs within mentioned

Teste

E. Mason C.C.

A Copy test

E. Mason C.C.

Int ^t from 7 th July 1828 until 6 th Jan ^y 1829	delt	\$ 64.84
		1.94
	Costs	5.30
	Shff. Com ^s	72.08
		3.60
	Int ^t till 2 ^d Feb ^y	75.68
		38
		76.06

Satisfied
A Copy test

H. Lundy Shff
E. Mason C.C.

Edmundson

C. C. F. F. in
by bond
Corpor

James Bond 1829.

No Surety of any kind
to be taken on this Ex^o
Teste E. Mason C.C.

A Copy test
E. Mason C.C.

Come to hand 15 Oct^r
1828.

H. Lundy Shff
Copy E. Mason C.C.

(No H)

The Commonwealth of Virginia:

TO THE SHERIFF of Greenville County---Greeting.

We command you, that of the Goods and Chattels of James Cooper & Joshua L
Lemay

in your Bailiwick, you cause to be made the sum of one hundred & twenty nine dollars
68/100 which Nancy Clanton lately in our County Court of Greenville hath suored therein
upon a forfeited delivery bond for debt also five dollars thirty cents for her costs by her
in that behalf expended.

whereof they are convict, as appears to us of record, and that you have the same
before the Justices of our said County Court, on the first Monday in January
next, to render to the said Nancy Clanton

of the debt _____ and costs aforesaid. And have
then there this Writ===Witness, Edmunds Mason, Clerk of our said Court,
this 13th day of Oct^r - - - 1828, and in the 33rd year
of the Commonwealth.

Edmason

Copy Teste

Edmason & G

293

W. B. Brown & Co.

vs. Wm. W. W. W.
Cooper & Co.

Dec. Rules 1828

Satisfied
Jrs. C. C. C. C.
Copy E. H. as on 10
no security of any kind
to be taken on this even.

Wm. W. W. W.
Copy E. H. as on 10

(1)

(No 5)

Sub from 17th June 1828 to 31st Jan 1829 - 31. 28

Cost - 5. 30

97974. 67

28. 89

1023. 56

3. 11

\$1028. 77

Sub to 31st Feb 1829 -
Copy E. H. as on 10

Memo. This execution is to be discharged by the payment of
nine hundred and eighty seven dollars and 17 cents
with legal interest thereon from the 17th day of June
1828 till payment and the cost therein mentioned

Wm. W. W. W.
Copy E. H. as on 10

Came to hand 29th Oct. 1828

Wm. W. W. W.
Copy E. H. as on 10

Wm. W. W. W.
Copy E. H. as on 10

The Commonwealth of Virginia:

To the Sheriff of Greenville County--Greeting:

WE COMMAND YOU, that of the Goods and Chattels of

James Cooper and his heirs

late in your bailiwick, you cause to be made the sum of *one thousand nine hundred and fifteen dollars and fifty four cents* which *Henry B. Bowers* take in our Superior Court of Greenville *recovered against them upon a forfeited delivery bond for debt also five dollars and thirty cents for their costs by them in that behalf expended*

~~late in our Circuit Superior Court of Law and Chancery for Greenville County,~~

~~recovered against~~

~~for debt also,~~

Dollars and

~~Cents, for~~

~~costs in that suit expended, whereof~~

they are

convicted as appears to us of record; and how you shall have executed this Writ, make known at the Clerk's

Office of our said ~~Circuit Superior Court of Law and Chancery, at Raleigh, to be holden for said Court, on~~

the first Monday in *December next* and have then there this Writ: Witness, **Edmunds**

Mason, Clerk of our said Court, at the Courthouse, this

24th

day of

June October

1828 in the *53rd* year of the Commonwealth.

E. Mason

Copy to

E. Mason

(1)

(no 2)

Letter of March on Lake

Copy E. H. 1000000

Same to Howard. Jan 29 1896 Oct. 1898

Erwin Clark Esq

Copy Enclaves

Paid from 1874 1878 to 5th Decr 1879 — 14 21 Paid to 2^d 2^d 1879 — 11 70 : 33 9 21 33 9 11 70 : 87	28 44 4 432 : 97 Paid — 5 : 30 432 : 48 18 : 72
--	---

The Commonwealth of Virginia:

To the Sheriff of Greenville County--Greeting:

WE COMMAND YOU, that of the Goods and Chattels of

James Cooper & Jos C Sunday

late in your bailiwick, you cause to be made the sum of *Eight hundred & sixty five dollars and ninety four cents* which *Henry & Bowers and Co.* late in our Superior Court of Greenville recovered against them upon a forfeited forthcoming bond for debt also *five dollars and thirty cents* for their cost by them in that behalf expended.

~~late in our Circuit Superior Court of Law and Chancery for Greenville County,~~

~~recovered against~~

~~for debt also,~~

~~Dollars and~~

~~Cents, for~~

~~costs in that suit expended, whereof~~

they are

convicted as appears to us of record; and how you shall have executed this Writ, make known at the Clerk's Office of our said ~~Circuit~~ Superior Court of Law and Chancery, at ~~Rules, to be holden for said Court,~~ on the first Monday in *December next* and have then there this Writ: Witness, **Edmunds Mason**, Clerk of our said Court, at the Courthouse, this *24th* day of *October* 1828 in the *53* year of the Commonwealth.

E. Mason

Copy true

E. Mason

295

Bound

vs. *fifa on*
L Bonico

Cocher & C.

Decr. Rules 1828

(Interfide)

copy Jos. L. S. J. S. J.
E. Mason on the
no security of duty / kind
to be taken on this Ex.

Just Mason & Co.

copy to the
E. Mason & Co.

(1703)

(1)

Memo This execution is to be discharged by the payment of
fifty eight dollars five cents with legal interest from
the fourth day of Jan. 1828 to the payment and the
cost within mentioned

Justice of the Peace to be
copy E. Mason & Co.

Came to hand 27th Decr 1828

E. Mason & Co. 27th Decr 1828

At from 7th Decr 1828 to the 5th Decr 1829

At 28. 05

3. 46

Cost —

5. 30

26. 81

At 70. 13

3. 34

At the 27th Decr 1829

copy E. Mason & Co.

The Commonwealth of Virginia :

To the Sheriff of Greenville County--Greeting:

WE COMMAND YOU, that of the Goods and Chattels of

James Cooper & John Sunday

late in your bailiwick, you cause to be made the sum of *One hundred and sixteen dollars ten Cents* which *Wm A Brown* late in our *Superior Court of Greenville* recovered against them upon a forfeited delivery bond for *debt* also five dollars thirty Cents for his Cost by him in that behalf incurred

~~late in our Circuit Superior Court of Law and Chancery for Greenville County,~~

~~recovered against~~

~~for debt also,~~

~~Dollars, and~~

~~Cents, for~~

~~costs in that suit expended, whereof~~

they are

convicted as appears to us of record; and how you shall have executed this Writ, make known at the Clerk's

Superior Court

Office of our said ~~Circuit Superior Court of Law and Chancery~~, at Rules, to be holden for said Court, on

the first Monday in *December next* and have then there this Writ: Witness, **Edmunds**

Mason, Clerk of our said Court, at the Courthouse, this *24th* day of *October*

1828—in the *53* year of the Commonwealth.

E. Mason

Copy into

E. Mason

To injoin the defendants, their agents, attorneys and all others concerned from further proceeding on a judgment recovered by the defendant Tamelin Arent as assignee of the other defendant, in the Superior Court of Law for the County of Southampton, on the fifth day of June 1830, until the further order of this Court. But the effect of this injunction is to be suspended, until the plaintiff shall enter into bond with sufficient security in the Clerk's Office of the said Superior Court of Law, in a penalty equal to double the amount of the said judgment, conditioned as the law requires, and until he shall also have filed, with the Clerk of that, or of this Court, a release of all errors at law in the said judgment and proceedings.

Edw. Christian, C.C.

In the Clerk's Office of Southampton Superior Court Jan'y 19/1831.
The plaintiff has complied with the condition of the above order by giving bond with sufficient security and filing a release of all errors at law in the judgment and proceedings.

Teste L.R. Edwards D.C.

Barber

Myrick

Eschardyn

Snyder

Southampton

Southampton Clerks

James M. Edwards
John M. Edwards
John M. Edwards

THE COMMONWEALTH OF VIRGINIA,

To the Marshal of the Superior Court of Chancery for the

District, Greeting:

YOU are hereby commanded to summon

Lehman & Lundy, and Franklin
Arant

to appear at the former Capitol in the City of Williamsburg, at the Clerk's Office of the Superior Court of Chancery, directed by Law to be holden in the said City, on the first Monday in *February* next, to answer a bill exhibited against *them* in the said Court, by *James*
Myrick

And unless the said defendant, shall answer the said bill within four months thereafter. the Court will take the same for confessed and decree accordingly. And this *they* shall in no wise omit, under the penalty of 100% each And have then there this writ.

Witness, **EDMUND CHRISTIAN**, Clerk of our said Court, at Williamsburg, this *7th* day of *January* 1831, and in the *55th* year of the Commonwealth.

Ed: Christian
[The Marshal is requested to note, in his return, the time of executing this process. One copy to be served on each defendant.]

note of the
Court.

Ingr. dispensed till diff. with
Rals.

Myrick vs. Lundy

1. The endorsement upon the paper does not show whether or no the answer of Lundy has been rec'd. under an order of court or by consent of parties - if properly rec'd & upon made up, the cause is ready, otherwise it is not.
2. The answer of Lundy having been regularly rec'd. the cause will then come on not on a motion to dissolve but for a final hearing - upon a motion to dissolve, the material allegations of the bill to which no answer is given or to which an evasive answer is given are to be considered as true - 27 Webster 478 - but when the cause comes on ^{for} final hearing the rule is otherwise - in that case the p[ar]ty must prove the allegations whether they be denied by the answer or not. It. the charge in this case is substantially that the bond on which the judgment was rendered was executed in consideration of an agreement between the parties that it should be void provided another bond between the same parties was or could be procured off at its par value - this allegation, as I understand the answer, is positively denied, and the proof is not sufficient to sustain it: nor is the proof sufficient to sustain that charge, even if in fact there be an answer to it, or if the answer upon that point be doubtful and evasive. It. the correspondence between the dates &c. of the two bonds, combined with the fact, proved by Marlton's certificate, ^{the large bond was} that paid by Lundy at its nominal value, comprises the whole evidence offered on this point. Is there any inconsistency between the facts proved and the idea ^{that the} small bond was given for some object & upon some consideration different from that which is charged? It seems to me there is none.
3. The question of usury does not arise in the case, for the court of appeals have decided in the case of Brown vs. Toll's answer, 5 Rand: 543. that where

relief is sought in equity, on the ground of usury,
the bill must put that matter directly in issue -
in this case the bill does not charge it, nor at-
tempt to put it in issue -

I think the issue ^{should} be disposed and the
bill dismissed with costs - in coming to this con-
clusion, beside the matter above referred to, I have
regarded as matters of some consequence, the fol-
lowing, viz the fact that the ^{of Cooper} plaintiff has entirely omitted
to take the evidence; that he has omitted to
produce his discharge for the debt paid for Harris
estate to Cooper, which would show what is
certainly a matter of consequence in this case,
the precise amount of that remainder; and ~~the~~
fact that the plaintiff by his own showing has been
guilty of a misstatement when he charges that
he agreed to give 15% of the advance, for which he
gave his bond, inasmuch as 15% ^{of} upon the \$2637.50
amounts not to \$395, but to the sum of \$395.62/100.

Rich. H. Parker

Myrick

v 3

Lundy

Filed by directions of poff.
March 27th 1834.

\$2637.50.

On demand 25th day of December next I promise to pay unto
James Cooper the just and full sum of Twenty six hundred and thirty seven
dollars and fifty cents for value received. Witness my hand and seal this
2^d day of February eighteen hundred and Twenty nine -

Teste

J Myrick (Seal)

On the back of which note are the following endorsements To wit. -

I assign the within to Joshua C Lundy for value received James Cooper
2nd Feby. 1829

Aug: 4th 1829 I assign the within note to Wm. A Wardlaw & Co. for value rec^d.
J. C Lundy.

Nov. 14 th 1829	Cr. By Martha R Wright's note	\$128.69
" " "	do. by George Smith's note	52.45
		\$ 181.14

1830 Feby 2^d B^y payment in negroes at valuation one thousand two hundred
and eighty dollars -

The above is a true copy from the original on file in the Clerk's Office of the Circuit
Superior Court of Law & Chancery in a Suit lately depending between Wm. A Wardlaw & Co.
p^{ers} against James Myrick & Co.

Teste L. R. Edwards DC

¹⁶
December 18. 1830 We Certify that the within is
an exact Statement of the Settlement which took
place between Joshua C Sundry & ourselves on the
4th August 1829. That the bond which we got from
him against James Myrick was taken at its
full amount - without any discount viz for Two
thousand Six hundred and thirty seven dollars &
fifty Cents, as appears in the within Statement
Given under our hands the day & year above

Wm A Wardlaw & Co

Myrick
J C Sundry
J C Sundry
J C Sundry

Statement of Claims against Joshua C Lundy Aug 4 1829			
note to St Land due 17 th Feb 1826	\$ 1283.65		
Int: to 7 th July 1828..	183.93		
	<u>\$ 1467.58</u>		
1828 July 7 By Payment.	344.59		
	<u>1822.99</u>		
Int: to 1 st Octo 1828	15.44		
	<u>1138.43</u>		
Octo 1. 1828 By Payment	154.04		984.39
Int to 25 th Decr 1829	<u>984.39</u>		
	73.00		
	<u>\$ 1057.39</u>		
note as security to Cato due 25 th Decr 1818- 23.50			
Int to 25 th Decr 1829.	<u>15.50</u>		39.00
Wm L Lundy's Note due 4 Feb 1828	86.50		
Int to 25 th Decr 1829	<u>10.17</u>		96.67
Jb Lundy's Note to Wm Marston & Co due 24 th Apr 1828	\$ 381.67		
Int: to 3 rd Decr 1828	13.59		
	<u>395.66</u>		
1828 Decr 3 By Payment	187.73		
	<u>207.93</u>		
Int to 25 th Decr 1829	<u>13.25</u>		221.18
note to Lued Walker Interest			3.41
Wm L Lundy's Note due 2 nd March 1829	227.16		
Int to 25 th Decr 1829	<u>11.06</u>		238.22
ditto for Jb Lundy joint due 2 nd March 1829	30.22		
Int to 25 th Decr 1829	<u>1.46</u>		31.68
acknowledged amt to Thersella Vint			4.39
acknowledged amt to Hebron Vint			34.87
JH Charlton's amt Vint			28.56
Ruffin Mabry's amt:			18.64
Jb Lundy's own amt due 1 st Octo 1828	\$ 457.40		
Int to 25 th Decr 1829	<u>33.91</u>		491.31
his amt due 1 st Octo 1829	169.43		
Int to 25 th Decr 1829	<u>2.37</u>		171.80
School Commissioners amt			18.14
Jno DeLaclins Note Interest			310.05
	<u>\$ 2765.31</u>		
By Jas. Myrick's Note due 25 th Decr 1829	\$ 2637.50		
Jb Lundy's own Note	<u>127.81</u>		2765.31

Myrick
Zecherich Rice
Lundy

On demand I promised to pay unto James Cooper the just and full sum of three hundred and seventy five dollars for value received. Witness my hand & Seal this 2^d Feby eighteen hundred and twenty nine.

Teste.

J Myrick (Seal)

Endorsed

I assign the within to Joshua & Lundy for value received.

James Cooper

2^d Feby. 1829-

May 16th 1829 I assign the within to Tamlin Avent for value recd.

J. L. Lundy

Teste.

David M. Matthews.

Attest L. R. Edwards D.C. S. S. C.

Southampton Superior Court June the 5th 1830.

Tamlin Avent assignee of Joshua & Lundy who was officer of James Cooper. - } Plff
In Debt
against
James Myrick. } Defth.

The defendant being arrested and not appearing on the motion of the the plaintiff by his Attorney it is considered by the Court that the plff recover against the defendant three hundred and seventy five dollars with legal interest thereon from the 2^d day of February 1829 till paid the debt in the declaration mentioned and his costs by him about his suit in this behalf expended. And the said defendant in Money &c.
Plaintiffs Costs. \$7.62 cents.

Attest Teste L. R. Edwards D.C.

Upon the above judgment an Execution has been issued, a forthcoming bond taken and judgment rendered thereon, and an execution has been issued upon that judgment.

Attest L. R. Edwards D.C.

On demand I promise to pay unto James Cooper the just and full
sum of three thousand and seventy five dollars for value received
Witness my hand and Seal this 2^d Feby eighteen hundred and
twenty nine.

Teste

I Myrick. 

I assign the within to Joshua C Lundy for value received
2^d Feby. 1829.

James Cooper

May 16th 1829 I assign the within bond to Samuel Arent for
value Rec^d.

J. C Lundy

David M. Matthews.

A Copy
of Short's Grammar
Jepa vs. James Cooper

Thomas F. Drummond & Co vs James Cooper & Co on D Bond

Came to hand 9th June 1828 Paid B. to August Court \$992:55

Int from 1st June 1827 till 5th Aug 1828 ——— 69:47

Cost ——— 5:30

Sherriff Commis. ——— \$1067:32

30:35

\$1097:67

The Sherriff of Grinnelle County will pay over
to Tristram J Estes — the Amt of our Money in his hands
for our Claims vs. James Cooper & B Robinson Thos F Drummond & Co
2nd Augt-1828

a copy W L Loney for
Jas L Loney &

August 5th/1828. Rec^d the Amt of the above Execution in full

Say \$1067:67

Thos F Drummond & Co

By Tristram J Estes

a copy from the Execution
Book

111

Drummond & Co.

W. J. Jackson & Co.

Cooper.

No 17

15th January. 1828

(157)

Satisfactory

Job & Company

Copy Extension to

No account of any

Notice to be taken in

this Execution

Copy Extension to

(No 1)

Memorandum

This Execution is to be discharged by the payment of
three hundred pounds and ninety two dollars fifty five cents
with legal int charges from the 1st day June 1827 till paid
and the cost within mentioned

Take

Copy Extension to E. Mason & Co

Deb't from 1 st June 1827 till 1 st Aug. 1828	\$992.55
Doest	69.47
	3.30
	1067.32
2 Shff Comis	30.35
Copy Extension to	\$1097.67

The Commonwealth of Virginia :

To the Sheriff of Greenville County--Greeting :

WE COMMAND YOU, that of the Goods and Chattels of *James Cooper*

late in your bailiwick, you cause to be made the sum of *one thousand nine hundred eighty five*
dollars ten cents which *Thos. F. Drummond and Co* lately in our
Superior Court of Greenville *accid* against him upon a forfeited delin-
quency bond for debt *also five dollars thirty cents* for this cost by them in that
both *also* *expensed*

~~lately in our Circuit Superior Court of Law and Chancery for Greenville County,~~
~~recovered against~~

~~for debt also,~~

~~Dollars and~~

~~Cents, for~~

~~costs in that suit expended, whereof~~ *he is*

convicted as appears to us of record ; and how you shall have executed this Writ, make known at the Clerk's
Office of our said ~~Circuit Superior Court of Law and Chancery~~, at Rules, to be holden for said Court, on the
first Monday in *August next* and to have then there this Writ: Witness, **Edmunds**
Mason, Clerk of our said Court, at the Courthouse, this *3rd* day of *June*
1828 in the *52nd* year of the Commonwealth.

E. Mason

Coppy
Henry B. Mansole

25 1/2 pifa

James Cooper & Jos. C. Luning

2

Mary C. Bowers vs James Cooper & Jos L. Sundry five \$13 Came
to hand 29th Oct: 1828 Plt. Juv. Rs. 1829 Subt \$ 432: 97
Int from 18th June 1828 till 5th Jan: 1829 14: 21

Cost 5: 30

\$ 452: 48

Sheriff Com 18: 04

\$ 470: 52

Rec^d 21st Febr: 1829 from Jos L. Sundry four hundred & fifty five
dollars 72/100 in full for the above execution

Wm H. Bowers

for J. C. Bowers a copy

Jos L. Sundry

Jos L. Sundry

Copy
of
M^{rs} Bowers life
vs
James Cooper

3

Wm J Bowers Vs James Cooper Jura Came to hand the 2^d of Nov-
1827 Returnable to Court Rules 1828 Atto B.

This sum p^d 23^d Feb 1826 \$129:56 }
Int. 23^d Feb. 1826 till 19th Dec. 1826 5:91 }

Self \$179:44

Int from 19th Dec 1826 till 7th Jan. 1828

135:47

\$43:97

2:84

Cost 7:88

Int 23 Feb 1827

Sherriff Commis 54:69

2:73

2^d B " 63

\$58:05-

2^d June 1828 Rec^d of J^l S^{ny} Sherriff the sum
of Sixty two dollars 96 cents as full of the above stated
Jura

Wm J Bowers Atto for
the plt.

2637.50 due 25th Dec 1827

375.00 due 2nd July 1828

3012.50 2nd July

Capt. G. Bourne & Co
Henry J. Bourne & Co
no. 15
James Cooper

Nemy G Bowers & Co vs James Cooper & Jos L Sney fifa & B came to hand
27th Oct^r 1828 Polt. Law. 125. 1829

Deb- \$ 957: 77

Int from 17th June 1828 till 5th Jan^r 1829

31: 60

Cost 5: 30

\$ 994: 67

Sheriff Com- 28: 89

\$ 1023: 56

1827 Jan^r 6th Rec^d of Jos L Sney Sheriff Crumville Ten Hundred and
fifty one dollars in part of the above Ext.

Wm H Bowers

Rec^d Feb. 21st 1829 from Jos L Sney Seven Hundred & Forty nine dollars
23/100 in full of the above Execution

Nemy G Bowers & Co
for Wm H Bowers

Clanton

Jiffa $\frac{1}{2}$ V^s

Cooper V^s

a Copy from
Execution Book.

Nancy Claiborne vs James Cooper and Jos C. Sundry fifa on & Bond
came to hand 15th Oct. 1828 Pitt. Law. Ct - Debt of \$42.84
Interest from 7th July 1828 till 5th Jan. 1829 — 1.94

less — 5.30

\$72.08

Shff Commissions 3.00
75.08

(Satisfied
Jos C Sundry Shff)

April 5th 1829. Receipt from Jos C Sundry Shff Guarantee
society three dollars and six cents in full of the above stated
fifa
Aug. Claiborne. Attorney
for Plaintiff

Statement of sundry Exors in the hands of John
Edmund Sheriff of Greenwileh barrets against
James Cooper previous to 2nd Feb, 1829.

Thos F Drummond & Co vs Jas Cooper

See copy No. 1 — 5 Aug 1828 \$ 1097.67

Henry G. Barons & Co No. 2 Feb 1829 472.87

Wm H Baines No 3 & 4 Dec 1829 705.56

Jas Cooper & Co No 4 Jan 1829 76.06

Jas Cooper & Co No 5 — 1028.67

H G Baines & Co 2755.83

1528.67

4384.50

Mr An - Mr & Linsy will see the new
 answer once the examine the other
 papers & present a general statement
 & add it up showing the aggregate
 or total amount due to it of
 all right & leave it with Mr Board
 for me

1024 56
 470 52
 443 06
 99 67
 1093 67
 2664 81
 179 44
 2843 25 -

Statements of Execution vs. James Cooper

get Receipts from Execution books for all the copies of Executions
that I have, Execution where I have Receipts and
Statements for all the Executions

+ Barnes as before 062.96

+ Leo Settle 0 455.72

70.50

Settle 1 0

472.87

+ Settle 2 0

1528.67

Settle 2 0

2590.72

G. Barnes

10 23.56

+ Moving Chautau 36 14.28

75.00

3689.96

+ Thos J. Cummings 1097.67

4787.63

2nd June 1828

21 Feb 1829

2 Dec 1825

2 Dec 1829

2 Dec 1829

21 Feb 1829

0 6 April 1829

5th August 1829

Mynochs were

Large \$2637.50

Small 375.00 3112 50

- 52.0001 1793.13

- 53 576

152

2637 50

375 00

3112 50

4084 50

1372 00

Murich

3 1/2 g: orders & Receipts

Sundry

Virginia: In the Circuit Superior Court of
Law & Chancery for the County
& City of Williamsburg.

James Myrick
att.

Plt

Joshua Henry J. Pauline Agent

Def

Bill filed in the former Supr. Court of Chancery held
the 7th January 1837
in Williamsburg the record of which has been trans-
ferred by operation of Law to this Court.
Subpoena duces tecum same day

1837 July, Cause set for hearing on process

~~Atty~~ Foster
James Calverly

Special Session of the
Virginia: At a Circuit Supr. Court of Law & Chan:
and held for James City County & City
of Williamsburg the day of Feb: 1833

James Myrick

Pet

vs.

Joshua Lundy & Family vs. Mount

vs.

For reasons appearing to the Court, It is ord-
ered that this cause be transferred to the Cir-
cuit Supr. Court of Law & Chancery for North-
ampton County

Attest Teste James Cabaniss C.C.

Plts Costs

Clk	5.91
Shaw's	60
L. & Tax	18.16
	<u>\$24.67</u>

Def. Lundy's Costs

Clk	\$75.00
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Teste James Cabaniss C.C.

Allynch vs Lundy & Son
The bill filed in Wray
Jan 7th 1831 set for hearing
in July on moys
1833 Transference to Lundy
1834 July Rutee speaks the
case.

Dec. 20 before speaker
returned execution on
Lundy & Son's Exor of
Jas C. Lundy speaks

The answer of Exor
filed 17th Nov 1834
The answer of Exor
is opposed without
the affidavit to
it at that time
drawn by his counsel
& signed by him
it is in fact an
answer of form
& denies every knowledge
of the matter charged
States that as a private
party he has no concern
in the judgment

reference to in the bill
was obtained & refers
to the evidence of the
other dependants as
to the mother's charge
as to extent of wages
we ask that the answer
be made & the case
be made & if we are
entitled to depose
that the mother be
so reversed

It remembers that
the plaintiff shows by
an bill & exhibit that
the house which was
to be sold to Henry Evans
then at the time of its
execution 2 July 1829) ~~the~~
the shops houses & ~~by~~
retire as the ~~show~~
see them ~~these~~ with the
answer) ~~usually~~ or before
that ~~there~~ was not ~~held~~
until the 4th of Aug 1829
long after the ~~Evans~~ were
returned to the ~~sale~~

Executed the 4th day of October 1834
Jno M Stewart
Richard Stewart atty

Myrick
" 3 days for
Sunday
October 3rd 1834

Lo 36

The Commencement of this writ to the Sheriff of Gravesend County - Greeting -
Whereas in a Suit in Chancery commenced in our former ^{Superior} District Court of Chancery
for the Williamsburg District, and since removed to the Circuit Superior
Court of Law and Chancery for the County of Southampton. Between James Myrick
Plaintiff against Joshua L Lundy and Famlin Arent Defendants, sundry pro-
ceedings have been had, but before a final decree could be pronounced in the
cause the said Joshua L Lundy departed this life having first made & published
his last Will and Testament in writing and therein appointed William L Lundy
his Executor who has proven the same and taken upon himself the burden of the
execution thereof. And the said James Myrick having supplicated us for a proper
remedy in this behalf and we being willing that what is right and just should
be done. Therefore we command you, that you make known according to Law to
the said William L Lundy Executor as aforesaid that he be before the Judge of
our said Circuit Superior Court of Law and Chancery for the County of Southampton
at the Courthouse of said County on the first day of the next Term, to shew if
anything for himself he have or know to say, why the said Suit should not
be proceeded in to a final decree against him in his character aforesaid, and be
in all things in the same plight and condition as it was at the time of the
decease of the said Joshua L Lundy and further to do and receive what our
said Court shall in that part consider. And have then shew this writ.
Witness James Rochelle Clerk of our said Court at his Office this 20th day of
August 1834 in the 59th year of the Commonwealth
James Rochelle Clk