

1836-015

SOUTHAMPTON COUNTY
CHANCERY PAPERS

NICHOLSON'S ADM'RS.

of NICHOLSON vs. IVEY et al
1/1836

Other surnames: Bryant,
Williams

Bryant's Wife and
and of Nicholson
Bill. Against
Ingraham & others.

Ingraham. refused.

Rich. H. Baker
22^d Jan'y. 1836.

Received January 26th 1836.

To the honorable Richd A. Baker judge
of the Circuit Superior Court of Law and
Chancery for the County of ^{Hampton} your orator & oratrix
Bailey Brijant & Charlotte his wife admin
with the will annexed
& administration of Samuel Nicholson does
beg leave to shew to your honor ~~to shew~~ that
~~that~~ the testator Nicholson & one John Williams
in the year 18 ^{in the County of Suffolk} became the securities for
a certain George Ivey as the adm^r of Thos Ivey
that your Complainants together with the said
Williams were with the said George Ivey
sues in your honorable Court in Accompton
County by Norflett Ivey & Charles Ivey to
recover the amount of a pecuniary legacy
devised to them by Thos Ivey the latter being
the son of the said George Ivey as will be
seen by a copy of the proceedings in the said
suit in Chancery which your Complainants
will exhibit hereafter to your honors that
a decree was therein pronounced against
the said George ~~as his~~ securities for the sum

of Eight hundred fifty nine Dollars & Eighty three
cents with interest thereon from 23rd Decr 1832 & one
half the costs for the plaintiff & Norbett Ivey & for
the sum of Nine hundred & forty seven Dollars
& Eighty seven cents with interest at the usual
rate from the 7th September 1831 for the plaintiff
Charles Ivey that these decrees moving up & down
twe out George Ivey against whom process
was issued & a ba ba as to Norbett has been
executed & still failing to obtain the money
a decree of process was had but
out against your Complainants as administrators
& administrators of Samuel Nicholson & John Williams
that the said Execution has been levied
on the property of Samuel Nicholson & upon
Complainants have been compelled to give
a forthcoming or delivery bond thereon to
prevent the final execution thereon until
they could apply to & obtain relief from
the fraudulent combination which they
believe to exist on the part of George
Ivey John Ivey Charles Ivey & perhaps others

Your Complainants beg leave to state that
they are informed & do verily believe that
at the time of Thomas Iveys death John Ivey was
intestate to him in a larger sum than is
than is claimed by Charles Ivey that his
Ivey bonds came into George Iveys hands
as administrator of Thos. Ivey that John Ivey sold or
pretence to sell to George a tract of Land &
it is believed recd his bonds then in Georges
possession as administrator of Thos Ivey in
payment of the Land & if so your Complainants
are advised that this creates an equitable
lien on the said Land for the payment
of debts & legacies due from Thos Iveys estate
that with a full knowledge of these facts
that Ivey took a deed ^{in trust} on the same Land to
secure a debt due to him as he pretends from
George Ivey & this deed is a copy of which is
hereto annexed (which was in fact taken
after some months after the said in Chancery
had been brought before me & that
in fact after a ba ba was served on George
Ivey under the decree in the proceedings before

representation & report to the said court
the said George having discharged himself under
the insolvency-oath gave no schedule
of the land or any surplus that might
remain after satisfaction of the debt at the
he was repeatedly told that he was so
bound to do that after this oath on
which the warrant discharge him was
granted the said Mrs. Grey requires
the trustee Harry W. Grey in the said
to sell the land that he may succeed to
(the with ^{what length of} notice is not known) where ^{however} not more than
two or three persons were present & he the said
Mrs. Grey then fraudulently as your Compts
charge bought the land himself at a grossly
inadequate price: the price which George
Grey gave in the apt of his testator Thos.
is believed to have been one thousand or more
dollars & the price which John Grey gave at
this fraudulent sale it is believed is less than
four hundred & the said George is still conti-
nuing to possess & reside on the premises since
the said intestate's death

Your Complainants are advised that the said
George Grey was bound to render in his
schedule aforesaid a surplus if any of the
land after the satisfaction of the trust if
indeed the land could under the circum-
stances of the knowledge of all the facts by
Mrs. Grey be made subject to a debt due
to debts & liabilities due from Thos. Grey
estate with the funds of which it is con-
sidered he was bound to be moved to
have been here ^{to} your Complainants believe
that such surplus by law vests in Benja.
Severn as Sheriff to whose hands the said
came or to his debts that it is believed
had no notice of the said sale & that George
Grey obstinately & without acquiescing or
refusal when required to render an ~~account~~
in his schedule any surplus in the land
so as to best in the said Sheriff. That under
these circumstances your Complainants are
advised that the sale ought to be set aside
that the said land should in fact be

be subjected to the debts & legacies of Thos
Ingham estate. That they are truly believe properly
& abominably ~~calumnious~~ ^{by the} on the compensation
of the said George Ingham & Charles Ingham & that they
truly believe most unjustly to be forced to
pay the debts & legacies unless they can obtain
relief from your honour in a Court of Chancery
since they are arraigned in the premises at
law & only relevant in equity. To the end
that justice may be done there ~~testimony~~ ^{testimony}
they pray your honour to enquire the said Charles
Ingham from all further proceedings on the said
deed & to enter the matter can be
truly heard by your honour. That in the
meantime the said George Ingham & John Ingham
Charles Ingham Henry W. Ingham & Berge Deering
Sheriff of Southampton County be made de-
fendants here to that the parties be relieved
from their perfect & invasive answers
to make to all the facts alleged in this bill
that the said George & John set forth & show what
was the price given for the tract of land & say
said whether it was not paid for out of the
debts due from Geo to Thos Ingham

that they also both discover on oath for what
debts it was conveyed in trust to H.W.
Ingham for John Ingham that they also show whether
or no it was not so conveyed to prevent the
subjection of it to the decree in the suit
in Chancery. Whereupon Ingham & Charles Ingham against
the said George Ingham the Complainant the
William Ingham that they show the number of acres
& state the price given under the trust
what notice & where & when of the
time & place of sale that they show also how
on what terms George Ingham still retains
the premises. That finally your honour may be
pleased to decree a sale of the same for the debts
& legacies of Thos Ingham estate & grant to your
complainants such other further &
general relief in the premises as equity
dictates & consists with the rules of your
honour's Court & as in acts they will ever

So.ampton County Set
This day Bailey Boyant & Charlotte Boyant his
wife adms & administrators of Harwell Nicholson
dece personally appeared before N. M. Selwell
a justice of the peace for said County & made
oath that the facts stated in the foregoing
bill on their own knowledge are true & that so

for as stated on the knowledge or belief of others
they believe them to be true given under my
honor & seal this 18th day of Jan'y 1836
N. M. Nelson *N. M. Nelson*

Bryant & Wife against
claim of Nicholson
Bill. Against
Ingr & others.

Injon. refused.

Rich. H. Baker
22^d Jan'y 1836.

Received January 26th 1836.

10
To } Deed of Trust
Toys trustee

A copy.

This Indenture made and entered into this 15th day of October one thousand eight hundred and thirty two between George Joy of Southampton County of the first part Henry M. Joy of Northampton County trustee of the second part and John Joy of Southampton County of the third part: Witnesseth that the said George Joy for and in consideration of the sum of one dollar to him in hand paid by the said Henry M. Joy, the receipt whereof he the said George Joy doth hereby acknowledge and for other purposes hereafter named hath granted bargain and sold and by these presents doth grant bargain, sell and confirm unto the said Henry M. Joy his heirs and assigns one certain tract or parcel of Land, situate lying and being in the County of Southampton adjoining the Lands of Benjamin Williamson, William A. Jones and others it being the tract or parcel of Land whereon the said George Joy now resides containing by late survey three hundred and sixty five acres be the same more or less which tract of Land the said George Joy doth hereby for himself his heirs, assigns or assigns bind himself to warrant and defend ~~the~~ ^{the} the right title and interest of the same unto the said Henry M. Joy his heirs or assigns, clear of all claim or demands of any persons whatsoever. Nevertheless upon Trust to secure the payment of a certain debt he the said George Joy acknowledges to be justly due to said John Joy and which he is willing and desirous to pay the said debt of three hundred and eighty six dollars. Now if the said George Joy shall pay or cause to be paid unto the said John Joy his debt as aforesaid together with the cost of carrying this conveyance into execution on or before the 15th October next then the above obligation to be void and of no effect otherwise to remain in full force and virtue, so as to authorize said Henry M. Joy to advertise and sell after giving thirty days notice the within named Land and pay over to the said John Joy the proceeds ^{such} of Sale after reserving to himself the usual commissions for selling, so far as said debt and interest may amount to enough and if a balance should then remain to pay such balance over to the said George Joy or his lawful representatives to all of which the parties herunto mutually agree and consent. Given under our hands and seals this the day and date first above written.

George Joy Seal

H. M. Joy Seal

John Joy Seal

Southampton County In the Clerk's Office the 15th day of October 1832.

This Indenture was acknowledged by George Joy, Henry M. Joy and John Joy

the parties thereto and admitted to record. And at a court held for the County afore-
said the 19th day of November 1832 The said Indenture was entered upon the pro-
ceedings of the day.

Teste

James Rockwell C. C.

A Copy

L. R. Edwards C. C.

May 18³¹/₁₉

Maja Littleton R. Edwards,

Clerk of the Circuit C. Court
of Southampton Co.

Jerusalem.

Bryant Hill
in { Papers

Lucy H.

South May, May 24.

Dear Sir,

I was desired by Col. Claiborne to forward to you the enclosed bill of injunction. You will see that the Judge has refused to award it. Should you have occasion to communicate to the Col. the fact, state to him that the injunction was refused because the Judge thought it not the proper course to adopt to attain the object for which ^{the plaintiff} ~~it was~~ sought: he intimated the belief that success would probably attend an original suit to set the deed aside.

Be good enough to discontinue summoning witnesses in the case of Smith v. Hart, in the County Court, as the subject of the suit has been compromised.

With much sincerely

Yours &c.

Wm. D. Hodges.

— — —

P.S. In regard to the patent, you must settle with the Colonel.

Maj. Edwards.