

1837-004

SOUTHAMPTON COUNTY
CHANCERY PAPERS

GRIFFIN

VS.

EDWARDS et al

4/1837

other SURNAMES Branch,
Joyner, Joiner, Turner,
Stephenson, Drake, Clayton,
Roe, Gold, Lenow, Rowe

Griffin

or 3 Papers.

Edwards & Co.

1835 Oct. 5. Bill filed
 " 20. Bond & Security & sp. & sp.
 1835 Feb. Ans. of Griffin & R. & R.
 " March. Ans. of Edwards. & R. & R.
 " Apr. 1st. Leave to amend bill
 " May. Am. bill filed & sp. & sp.
 " June. New sp. & sp. of Griffin & R. & R. to
 revive to Griffin & R. & R. Branch
 " July. Ans. of Griffin & R. & R. filed
 Gen. rep. & C.
 Sep. 21st. Dep. filed & sp.
 Oct. Ans. of Edwards & R. & R. & C.
 Nov. Order for Affidavit given further
 Security & C.
 " 3. Leave to Dep. Edwards to retake
 depositions.
 " R. & R. for hearing as to Griffin and
 Joynes.
 1836 Feb. Set for hearing as to Edwards
 " Apr. Cont.
 " Oct. Or. for account & C.
 1837 Mar. 4th. Report.
 " Mar. 28th. Exceptions to Report.
 Apr. Exceptions overruled & Decree & C.

Defendants Costs

\$42.45

Dft. Edwards Coals \$24.81
" Sopers 49
" Buffins 49
25.79
Lau fee 16.66
\$ 42.45

Griffin
to Wm Rice
Rocsa. or to

1824 Oct 20. Bond Security given &c

1834 Oct 4.

William pg

An Injunction is awarded the p^{ty} to enjoin
the defts & all others, from selling, or otherwise
disposing of the real and personal property menti-
oned in the deed of trust in the bill referred to
before, date the 11th day of Aug. 1832, or any
part of the said real & personal property
until the further order of the court on the
p^{ty} or some person in his behalf executing
bonds with sufficient security payable to the
def^s ^{Edward & Francis} ~~def^s~~ in the penalty of \$1000 conditioned to be
void upon paying to the defts all such cost, &
damages as may be awarded against the p^{ty}
should the inj^{on} be dissolved

To the Clerk of the
Circuit sup. court of
Law & Chy. for Darnestown
County.

Rich^d. H. Baker
Sept 30. 1834.

To the Honorable Richd B Baker Esquire
Judge of the Circuit Superior Court of Law
and Chancery for the County of Southampton
-town - Humbly complaining, shew unto
you hence your orator William Griffin
of the County of Richd Wight - that some years
ago to wit, about the - day of - ad. this
^{comple} ~~informant~~, he came indebted to one Joseph
Doyle of Southampton County in the sum of
~~four hundred and sixteen~~ ~~and~~ ~~seventeen~~ ~~and~~ ~~eight~~
~~and~~ ~~seventeen~~ ~~and~~ ~~eight~~ ~~and~~ ~~eight~~ ~~and~~ ~~eight~~
his house for the payment thereof with one
Allen Edwards his security - Some time after
-wards he this ^{comple} ~~informant~~ sold some land
to Henry Lewis and Bruce Branch
for the purpose of raising money to be
applied to the payment of the said debt,
& the sum of three hundred dollars, was
paid by the said Lewis and Branch
to the said Allen Edwards with, by
the security for your orator by arrange-
-ment rec^d the money but your orator
admits that in the payment of the \$300
aforesaid to the said Edwards, his (your
orator) house due to Branch for \$38.52 3/4
was paid out as part, as was also one
~~note~~ Bank note which had been paid
by your orator to Lewis in trade which
proved to be a counterfeit and which
was raised by the said Edwards to your
complainant, so that the said Allen
Edwards in fact rec^d the sum of \$261.
^{241.47 1/4} only, which he the said security promises
to apply to the house aforesaid for which
he is as your orator security - Some time
afterwards this complainant was called
upon by Doyle who held his house &
who said as the money was due to a

was he wanted no money then but that
the interest and principal must be put
together so as to make principal of the
interest and the bond to be renewed.
Now orator was not prepared to pay the
whole debt and imprudently and unwise-
ly renewed the bond to Logun for the
principal and interest, making the sum of
\$400.71, and permitted Edwards who
became his surety together with Ben-
-well Branch, to retain in his hands
the afore said sum of \$252 with the
interest accrued thereon, he the said
Edwards promising that whenever the
said creditor should want the money
he would pay the amt in his hands.
And on the same day that the bond was
renewed, the said Griffin gave his bond
to one Patrick How for the sum of \$125.
in which the said Allen Edwards, Branch
became his sureties and now
orator gave a deed of trust to Benjamin
Griffin as trustee to secure by said
deed of the said Allen Edwards and
Branch his sureties, on a tract
of land purchased of Dr. B. Moorhead
of Capt. County, as also one negro woman
Lemmy, one black mare, 5 head of cattle,
twenty hogs and two feather beds and
furniture all which will more fully
appear by reference to the paper made
at which is a copy of the said deed of
trust and which is prayed to be taken
and considered part of this bill. And
now complainant avers that he afterwards
sold land to one Washington Adams
who by receipt paid to the said Allen
Edwards the sum of one hundred and thirty eight

dollars to be applied by him the surety to
discharge the debt for which he was bound
together with said Branch. The latter pay-
-ment was made about the month of Novem-
-ber last or this complainant believes but
is the receipt which his advised Edwards
gave is not in his possession but in the
possession of the said Adams. He speaks
only to the best of his memory. This
complainant had the utmost confidence in
the integrity and justice of the said Allen
Edwards and directed the last Adams
sum to be paid to him believing that he
would apply what he did before and
such part of the last sum to the discharge
of the bond to Logun and account
with him for the balance, but to the sur-
-prise of now orator, the said Edwards
avows insists, that there is still a balance
for now orator to pay on the bond,
and threatens to cause the affair and
and if not to be closed by a sale of
the property afore said, and refuses to come
to a just and true account for the
money recd and to apply the same in
discharge of the said debt, as is just
and equity. He should do. It is true that
now complainant has trusted to the said
Edwards more than he should have done.
He ought to have seen to the applica-
-tion of the money to the payment of
his debt but he is ill situated and repaid
Edwards (he keeps the security) as a very
proper person into whose hands the money
should go to be properly applied. The said
Edwards refuses to come to any account
with now orator whose rights of property
are in danger and as it is advised

he properly proceeds without the aid of your
Honour. If his property is sold it may be
greatly sacrificed, and then as he is told
his only remedy at law is to sue he again
the said Edwards for money has and
received do. He therefore prays that your
Honour will enjoin the said Benjamin
Griffin the trustee, Joseph Edwards, Benjamin
Branch and Allen Edwards, ~~and others~~
and all other having authority from
proceeding to sell under the said end of
trust - that they may be made defendants
unto and be compelled to answer the same
and that the said Allen Edwards shall
be required fully and veraciously to
make answer to the allegations aforesaid
specially that he may say how much
money was paid him on account of
said debt by Branch and Edwards or
either of them, and when it was paid,
and he applies it or he should have done
to the debt of your orator for which he
was surety - that he come to account
with him for all monies received that
if not already done, so much thereof as
may be requisite, he be compelled to pay
towards said bond as well discharge
thereof, pray the honour with it to
to your orator who prays the contrary
writ of subpoena commanding do that
you will make any other or further order
in the premises which may comport
with Equity do - and as in and by law
herein may be - (signed)

Tested 18. 1834.
Wm. H. Tel. to wit. this day Mr. Griffin came before the
Subordinate Justice for said County and made oath
that the foregoing bill is true so far as it respects on his
personal knowledge, and as far as an expense on the 23rd of April 1834
he was not at home he believes it to be true - J. H. Purdie & Co.

Spiffin

ag. { arendus

8. vices de ^{bidu}

—

1835 April 26th

To the Honorable Richard Baker Judge of the
Circuit Superior Court of law and chg: for the
County of Southampton. humbly complaining
shew to you Honor your orator William
Griffin of the County of Wigt County, that your
orator did, on or about the day of a.d.
exhibit this bill of complaint in this Court
against Allen Edwards, Benjamin Griffin
and others, amongst other things, to be
relieved touching the matters therein
contained and the issue a sale of property
conveyed by him under a deed of trust
and also to make the said Edwards com-
to account with your orator as in
and by the said original bill and other
proceedings had in the same cause,
and now remain if as of record in His
Honor's Court may more fully and at
large appear and which your orator may
here to refer to - and your orator by
way of supplement or amendment, do
humbly charge that the deed of trust so
aforesaid alleged to in the original bill
was intended in part to secure the said
Allen Edwards as surety to your orator in
a debt to one Joseph Joyner of Southampton
County, who it is alleged by the said Allen
Edwards in his answer, received from him
the said Allen Edwards a large part of the
debt aforesaid out of money which the

said Allen Rowan, had recd. for the use
and benefit of the said orator. And
you orator by way of amendment to his said
original bill charges that his said orator, or the
greater part thereof, has been paid & discharged
to said orator, and asks that the said Joseph Joyner shall
be made defendant to this bill original
bill with apt words to charge him to
you orator pray that the said Joyner shall set
forth particularly what was the consideration
of the bond he ~~has~~ against you orator,
that he say whether any and if any what
part of the said bond has been paid & discharged,
what was the amount of the first bond he has off,
you orator and how was it discharged? that
the said Joyner answer and tell all the facts
within his knowledge - That the said Allen
Rowan be made also a party to this amend-
-ed bill and answer the same fully &
unambiguously - and for further amendment to
his bill, the complainant says and charges
that previous to the execution of the first bond
to wit, on the day of November 1829, the said Allen
Rowan told his compe. that he had the note of
one Mills in his hands, and did not know what
to do with the money, and asked this peop. to
take a part of the money - he agreed to do so,
and having great confidence in the said Rowan
by whom he had been mainly raised & brought up,
he executed his bond to the said Allen Rowan,
without examining it to see the amount thereof, &

although it was for six hundred dollars, the bill
appears by reference to it which is filed herein
an exhibit A, his compe. alleges & charges that
all that he recd. therefor, was one bond of
\$240 or thereabouts against James ^W Melcom &
one other bond against same Boykin for
about 84 dollars, and one against one Solo
Gay for about thirty dollars, & this was the
whole consideration for which he gave the
said bond - that soon after this transaction
you orator having Gay, horse or of said
the said Rowan, took it back, and promised
that the amt. thereof should be credited on
the of said bond to him, which is true
the said Rowan has then transferred to
W. Joyner, & the amt. of this bond was since
paid off - You orator charges that a fraud
was practiced on him in the execution of the
original bond by the said Rowan, and he
urges that he shall state and show how
much was paid by him for what may
to this compe. when he took the bond of
\$500? Did he not take back the bond of
Gay, & what became of it, and that he
render an account shewing specifically
how much money he has recd. for you
complainant, and how the same has been
disbursed? You orator also charges that Branch
& Senor paid \$300 for him to Rowan,
Adams paid 380.80 for him to same, and

He collected also Gay, bond for the sum aforesaid
and this conf^d also paid 10 July 1830 the sum
of \$89.91 to the said Rowan in part of
the first bond to Rowan. This conf^d is
ready to show moreover, and says that the
bond which he gave to Patrick Rowan on the
9th of August 1832 was for cash lent by Rowan
to this complainant & in fact paid by
Rowan to the defendant called Rowan
who said it was wanted to go to the
bond held by Joyner, and he asks that
Rowan say in his answer, if it is not true
that he recd. this said money to be applied
to the bond held by Joyner & that he
account for it - it is true that this conf^d
gave his bond to Rowan with the said Rowan
& Branch securities, but the more reason cut
himself - it was borrowed of Rowan to pay
towards the bond whereon Rowan & Branch
were securities, as aforesaid, borrowed because
Rowan said Joyner wanted that sum & he
the said Rowan recd. it - and this complain-
-ant requires the said Rowan to answer
especially as to this transaction, ~~and~~

And now orator further states that the said Allen Edwards
acknowledged in writing on the June 20th 1830, that
he had recd. of your orator "from Griffin the sum of"
three hundred and forty one dollars in part
as will appear by the receipt here with filed as
exhibit C and is prayed to be taken on part of
this Bill - and he avers that the same was
paid to the said Allen Edwards in part
of the bond for six hundred dollars which
he transferred to Co. Joyner - so that it is appa-
rent that when your orator gave his bond to
Joyner, as a renewal of the old debt, that
Edwards did not account for all that he
had received, & calls on him now to say
if the receipt filed as exhibit B is not his
own genuine receipt for it not in part of
the said \$1000 Bond? Your orator prays that
the said Edwards may be required to come to on
account of his whole transaction ^{with} your orator,
show how much he gave to him when the first
bond was executed - that your Honor will direct
a settlement of the said transaction & grant him
such other relief as may be proper.
He prays the writ of op. cor. of Co.
Attorney p. s.

William Griffin

Sub. off. to seal. This day Wm Griffin made oath that the
 foregoing Bill is true so far as it depends on his knowledge,
 but as far as it depends on the knowledge of others he
 believes it to be true. Given under my hand and seal
 as a justice for said County this 17th of Apr. 1830. -

La. H. Jordan

(JP)

Griffin

ed. Zausen
Griffin

Drepper

1835 Jan. 17

To the Honble the Judge of the Circuit Superior
Court of Law and Chancery for S. O. Superior County.
The signature annexed of Benja. Griffin to
the bill of complaint against him to this
exhibited in said Court by Mr. Griffin.

This defendant saying before me
saying that he is a, called on by Mr. Griffin
~~the~~ complainant and others named
one of the defendants, and asked to come
to act as trustee in a deed between them
on the subject named in the bill. He did
so, he signed the deed of trust but what
settlement took place before the execu-
tion of the deed, and what payments
have been made this defendant
does not know. He has no inter-
est in the subject of the deed except
as trustee and having answered,
he may leave to hear, myself &c.

W. W.

County of S. O. Superior. This day, to
appear, and Benja. Griffin came before
~~the~~ Subscribes, a justice for said Court
and made oath that the foregoing
petition is true so far as he
knows or believes - Given under
my hand this 17 day of January
1834. — N. W. Selman

~~Brancher's~~

~~Mr. Zanger~~

Griffin —

or { Ans. of Brancher
adm.

Edward &

1835 June 16.

The separate answer of Benjamin Griffin son of
of Benwick Branch to the bill of complaint in the
Circuit Superior Court of Law and chcy. of Southampton
exhibits against him and others by Mr Griffin
- The respondent saith &c. for answer says, he
believes, it is true that Benwick Branch his
testator in his lifetime, executed a bond payable
to Joseph Logner in which he became one
of the sureties for son Griffin who was the
principal. After Edwards & the said Branch
help the sureties, and that in order to save
himself the said Branch and Edwards,
the said Griffin on the 11th of August 1832
executed a deed of trust in which Benjamin
Griffin is trustee, and which deed is of
record in the County Court of Southampton,
and of which a copy is filed by the plaintiff
in his original Bill as exhibit A, & now
respondent prays that the same may be
made a part of this his answer. He
believes, it to be true that the house to
Logner is yet due and unpaid, &
in order that the estate of his testator
may be protected, he is anxious
that the same should be satisfied. He
for the estate of his testator, claims the
benefit of the deed of trust aforesaid
and prays that the matter in differ-
- ence may be settled as speedily as
possible, and that if the debt to Logner
shall not be otherwise paid, the trustee

maybe compelled to execute the trust. That if
announced, he prays him to be satisfied
with his reasonable costs in this behalf
sustained &c. & signed, Benj Griffin
Dea. Ayrton County to wit;

This day came before the
undersigned justice for said County, Benjamin
Griffin son of Benneke Brant who made
oath that the foregoing assertion is true so far
as it depends on his own knowledge, that
so far as it depends on the knowledge of
others, he believes it to be true. Given under
my hand & seal this 10th of Decr 1835 -

L^d J^{es} Haines (2)

William Griffin

or  Anna ^{Chy.}
To Am? Hill.
Allen Edwards Pat.

September 14/1825.

The further answer of Allen Edwards to the original bill, and his answer to the amended bill of Complaint, exhibited against him and others, in this Honorable Court by William Griffin, complainant.

This defendant saving and reserving to himself the same benefit of exception to the said original and amended bill, as by his former to the said original bill is saved and reserved, for answer thereto, or to do much thereof as he is advised it is material for him to make answer unto, he answers and says, - That so far as the allegations contained in the said amended bill are denied or in any way answered by the facts stated in his former answer, he begs leave to refer to them & to adopt the same as a part of this his answer to the said amended bill. And this defendant further answers and says, that in reply to the interrogatories of the complainant respecting the origin of the bond of \$600, the consideration given for it, and the elements of which it was composed, he will exhibit the following statement, referring back to the first transactions between the complainant and himself, which, being sustained by sufficient testimony if ~~it were necessary~~ will abundantly show that not a single fact alleged by the complainant concerning the said bond, being moved in reference to the subject matter of the charges, is founded in truth; and therefore, in order to derive any benefit from his allegations, he is required to sustain them by strict legal proof. And this defendant further answers and says, that soon after the complainant arrived at lawful age, being exceedingly prodigal of the small fortune he obtained by marriage, and otherwise improvident with regard to the future subsistence of himself and family, he contracted among a variety of other debts, one to this defendant of about \$170. for necessaries furnished to him during the years 1828, 9. Some time about the middle of the latter year the complainant procured of Mr. M. Prodnor a tract of land for the sum of \$500, and gave his note for the ^{sum of \$400} payment of ~~the same~~ with this defendant as his security; which from the complainant presumed ^{to pay} after the expiration of four weeks as the condition of this defendant's becoming his security; but failing to do so for a much longer period, this defendant, apprehensive of his own ultimate responsibility for the debt, applied to him

for a security against such apprehended loss, and also
for the debt he ^{agreed} owed to himself personally; whereupon
The complainant ^{agreed} to execute to this defendant a deed
of trust upon the tract of land ~~and negroes~~ before men-
tioned, and some personally property, in trust for his
security, provided he would furnish him the means
wherewith to pay Brodman's claim. Not having the
money in hand, and understanding that Brodman was
willing to receive bonds in discharge of his debt, this
defendant loaned to the complainant notes to the a-
mount he desired, - that is to say, one against Pay-
kin for the sum of \$150 (and not for \$84 as is false-
ly stated by the complainant,) - one against Wollom
for \$250 (and not for \$240,) - as appear by attested
copies of the said notes herewith filed and marked (A),
suits having been instituted on the same since their ex-
ecution; and one other against Gay for about \$200,
which, according to the account of the complainant,
was taken back by this defendant with the under-
standing that it was to be credited on the \$600, but
which was in truth expended by this defendant; -
all of which taken together amount to the sum of \$430,
making, in addition to the sum of about \$170, previous-
ly due to this defendant, the sum of \$600, for which
the complainant ^{complainant} gave his note to that amount and executed the be-
forementioned deed of trust, with King & Griffin as trustees,
for the payment of the same, as appears by the said
deed now of record in the Clerk's ^{office} of Southhampton County,
and to which reference is prayed if necessary, and which
was distinctly read over to the complainant before
it was signed by him; so that he could not have been
ignorant as alleged by him, of the amount for which
the bond was given, ^{the satisfaction of} the same being designated in the said
deed as the portion to which the trust property was
to be applied. And this defendant further answers &
says, that the complainant, instead of immediately
assigning over the said notes to Brodman as he had prom-
ised, a few days ^{after} he received them sold them to Mills E.
Lawrence and used the money to a very different ^{purpose} than
that to which he should have applied it, leaving this
defendant still responsible for Brodman's debt; upon
hearing which he made application to the complain-
ant for the money the latter obtained for the said
notes, and only received the sum of \$89.91 (instead of
"about \$96" as stated by this defendant in his origi-
nal answer, he not being able then to ascertain the ac-
tual amount) which was credited on the bond, as by the

original exhibited by the defendant Logan more fully
appears. And this defendant further answers and says,
that things remained in this posture, Brodman's debt
unpaid, and ~~the defendant~~ ^{himself} responsible for it, until
the month of June in the year 1830, when, after much
urgent solicitation, the complainant was induced to
sell a negro to John Ingraham with a view to the
extinguishment of Brodman's claim; for which negro
the said Ingraham gave his note of \$350 payable to
the complainant, the ^{in fact} delivered to this defend-
ant, the former receiving only \$9. ~~to answer~~ ^{to answer} some immediate
business, and for the remaining \$341 obtaining a receipt
from this defendant to serve as an evidence of the
disposition which was made of the money due on the
note; which note, after recollecting the course pursued
by the complainant in regard to the other, was retained
in possession by this defendant until such time as he
could conveniently pay the same over to Brodman in
part discharge of his debt, which he after wards did as
will be proved. And this, by the way, is the whole
history of the receipt for \$341 which the complainant
has tumbled up in his amended bill and exhibited as
an evidence of so much ^{money} received by this defendant,
to be applied in liquidation of the bond of \$600.

And this defendant further answers and says,
that it is true the complainant did sell a tract of
land to Branch & Sonors, but not for the sum of \$300
as he alleges, but in consideration of the ^{large} ~~large~~ sum of
\$307.50; that after the various discounts, some made,
as mentioned in this defendant's original answer, there
remained in his hands the sum of \$200, which was
applied to the payment of the complainant's debts
as was also stated, though with some qualification
as this defendant has been unable to satisfy himself
by some papers to which he has since obtained access, &
to such extent he asks leave to correct his ^{former} ~~former~~
answer. Instead of applying the whole of the sum of
\$200 to the ^{pro tanto} payment of the bond of \$600, only
\$185.29 were in fact applied to that bond, and the bal-
ance appropriated to the discharge of a small note
held by the defendant Logan against the complain-
ant of about \$14. - And this, taken in connection
with the facts stated in the original answer, is the true
account of the bond of \$600 from the day of its in-
closure down to the period of its renewal, an account
amply susceptible of proof were it necessary to ad-
duce any thing in addition to the positive denial of the
complainant's allegations in respect to the same.

And this defendant further answers and says, that with regard to the statement given by the complainant in relation to Davis' bond, and the application of the money arising therefrom, was a single fact related by ^{him} his court, and consequently he is required to sustain his allegation, by the requisite quantum of proof. The truth is, the complainant being indebted to Branch, as the representative of his brother George Branch, on two bonds amounting in the whole to, about \$1000 exclusive of interest, and the latter being apprehensive that he should lose the debt, as all the ~~complaint~~ ^{complaint} ~~to~~ ^{to} ~~proceed~~ ^{proceed} had been made over to this defendant as aforesaid, induced the former to borrow a sum sufficient to satisfy his debt upon his promising to become his security to whoever would lend the money, and also to associate himself with this defendant as his security in the renewed bond which Lyman required him to execute. Agreeably to this arrangement the sum of \$125 was borrowed of Patrick Stone & the complainant's note given with this defendant and the said Branch as his security for the payment of the same ~~renewed~~ on the 9th day of August 1832, and on the same day the \$600 was renewed, and two days after the said deed of trust was renewed in favor of the securities to the renewed bond as appearing by exhibits now already filed. The sum borrowed of Stone was appropriated to the exoneration of the defendant from Branch's claim, and was extinguished in the manner originally stated; but not a word of the complainant's statement is true respecting the deposit of the said sum in his hands in a view to the liquidation of the ~~debt~~ ^{debt} due to Lyman.

And this defendant further answers and says, that the complainant's statement of the facts connected with the sale of his land to Adams, and the use made by this defendant of the money ~~received~~ ^{proceeding} therefrom, is no less destitute of foundation in truth than his other representations: he is therefore required to prove specifically each fact stated by him in relation to that transaction. The real circumstances concerning that sale are then: The Complainant, being a debtor of Adams to the amount of \$42.80, and being huped for the money, at the instance of Adams' father-in-law Benj^a. Guffin (who was the trustee in the said deed of trust, and the

representative of Branch one of the Centersque Trust
Union, and with the consent of this defendant,
sold the land which he had purchased of Modman,
and which was comprised in the said deed of trust,
in order to effect the payment of that sum, and
with the additional view to the reduction of Rogers's
debt. Adams purchased the land for the sum
of \$580.80 as stated by the complainant in his a-
mended bill, and not for \$338 as alleged in his
original bill — a discrepancy by the way very clearly
evident of the vague and ⁱⁿdefinite recollection of
the facts on the ^{part of the} complainant — which sum of \$580.80,
after the deduction of Adams' claim of \$42.80, was
reduced down to the sum of \$538, which Adams
discharged by the payment of \$200 in cash, and giv-
ing his note for the balance, and afterwards paying
that sum also, ^{with interest} to this defendant; and out of this
deposit was subsequently entering cashed Rogers' note
and the interest accrued thereon, leaving in this de-
fendant's hands the sum of \$198.56 1/4 (as is more
particularly explained in this defendant's
which he has always been ready and anxious to pay on, and
original answer) which if reduced by the offsets
claimed of \$57.08, will leave a balance in his hands
of \$141.48 1/4, ~~which he has always been~~
~~ready and anxious to pay on.~~ All of which facts,
in relation to the transactions of this defendant with
Adams and the destination of the funds which
were thereon, it is believed the defendant Benja.
Griffin
could have satisfactorily explained in his an-
swer had he thought proper to have done so.

And this defendant further answers and says, that the complainant never asserted the least intention, so far as this defendant has heard, to an ~~unlawful~~ exoneration from the payment of the balance due on the note to Lyman, after deducting the beforementioned sum in this defendant's hands, until notice was given to the trustee to proceed to the execution of the trust, but on the contrary made repeated promises to pay the same at a convenient time; and the trustee himself after being notified to sell the property embraced in the deed failed, to comply with the direction, alleging as a pretext

for his neglect that the complainant, having re-
ceived assurance of a loan adequate to the pur-
pose, had promised to make payment within a
time sufficiently near to supersede the necessity
of any further receipt on his part; and in a
few days after the ~~defendant~~ ^{also} complainant, reiterat-
ed their promise to this defendant, coupled
however this time with the condition that he
should be allowed interest on the money still
remaining in this defendant's ^{hands} "out of Adams'
debt"; a condition to which this defendant
of course assented to accede to as the money was
then deposited ^{originally} at the complainant's request, and
has ever been ready to answer his calls.

And this defendant, denying every thing like
fraud and collusion, and having answered the com-
plainant's many false allegations, pray to be
hence dismissed with his costs in this behalf sus-
tained.

Printed & {
by J. G. { pro def.

Southampton County, to wit: This day ap-
peared before the subscribed, a Justice of the Peace
for the said County, Allen Edwards, who made
oath that the facts contained in the foregoing
answer, so far as they depend on his knowledge
and belief, are true and correct. Given under
my hand this 29 day of August Anno Domini
1835

Thos. Pretlow - J. P.

Rayne

L. J. aus in Griffin

Griffin

or J. Am. J. Joyner

Edward N.

1835 June 15th

1835 June 15th

The return of Mr. Boyce to the bill of complaint against him & the by
Mr. Griffin in the Circuit Court of law and chry: for S. Captor
County - The defendant says that as so. of his children there is
a sum of money from Allen Edwards exor: of Willmills, &
that in payment thereof Edwards paid him a bond against
McGriffin dated the 16th Nov. 1829 on demand for \$500. That the
bond has then accrued on it for \$89. 91 paid before
it came to his hands to wit the 10th of February 1830.
that he held the same until 17th of May 1831 when he was
in part thereof \$185. 29 - and on the 9th of August 1832
~~without~~ without having recd. any for the payment in
part of the said bond, it was renewed & given by
McGriffin, Allen Edwards and Remond Branch to him
for four hundred & thirty one and 71 Cent, but the bond
with the interest is still due and unpaid to him
and which is from him jointly with held, a
copy of which bond marked X is hereto annexed as
part of this his answer and having accused
hearty, him to be dismissed & -

signed, Joseph Joiner

S. Captor County to wit. This day Joseph Boyce
came before the within a justice of peace court
who made oath that the foregoing answer is
true so far as he knows or believes
Given under my hand this 15th of June
1835 -

Geo. H. Barham J. P. (R)

Griffin

Howard

Worth & Co
for the purpose

Mr Griffin vs Allen Edwards, Benjamin
Griffin and others, ~~for~~ This cause came on
to be heard on the ~~last~~ original and amended
bills, the answers of the defendants, applications
therein, exhibits filed and the examination
of witnesses; on consideration whereof the Ct
soth adjudge, order and decree that a copy
of this Ct. take an account of the payments made
by Mr Griffin to Allen Edwards or to
Joyn on account of the obligation given
by the said Mr Griffin to the said Joyn
together with Allen Edwards his security
as also with ^{all the} ~~the~~ private or individual accounts remaining for balance ~~there~~
and that the Com. make report ~~with any~~
remarks deemed pertinent by himself,
or which may be required by the
parties to be stated, &c.

x said Comp^t and the said def^t Allen Edwards

I acknowledge service by the
Sheriff Nov. 23. 1835

Meineu Griffin

Griffin } Copy Order
as
Edwards &c

A Court Superior Court of Law and Chancery continued and held for the
County of Southampton on the 31st day of October 1835

William Griffin

against

Allen Edwards &c

Plff

Defts

On motion of the Defendant Edwards by Counsel who suggested
that the Security given the plaintiff for prosecuting the injunction awarded him
in this cause on the 30th day of September 1834 is insufficient to secure the
payment of the money sought to be enforced. the Court doth order that unless
the plaintiff give other security unexceptionable within sixty days after he shall
have been served with a copy of this Order for the prosecution of the said injunction
that it stand dissolved as an act of this day

A Copy
J. M. L. R. Edwards cly

I acknowledge the service of the
Within Notice January 17th 1837

Wm Griffin

Jan'y 19/1836 I acknowledge service
of the within notice

William Griffin

Griffin

no

Cousins &c.

Wm Griffin

Notice to the 18th

day of July 1837

Allen Excuse me of the report
afforded a gratifying to notice
Jan 18th 1837

Southampton Circuit Superior Court Nov 1st 1836

William Griffin

Plff

against

Allen Edwards, Benja Griffin,

Joseph Joyner, & Benja Griffin Exr^s

Perwill Branch dec

In Chancery

Defds

This cause came on to be heard on the original and
and amended Bills, the answer of the defendants, replications
thereto, exhibits filed, and the examination of witnesses,
On consideration whereof the Court doth adjudge order and
decree that a Commissioner of this Court take an
account of the payments made by William Griffin
to Allen Edwards, or to Joseph Joyner on account
of the obligation given by the said William Griffin
to the said Joyner, together with Allen Edwards his security,
as also to settle all other private ^{or individual} accounts, running
open between the said Complainant, and the said
Defendants Allen Edwards, and that the Commr. make
report with any remarks deemed pertinent by himself
or which may be required by the parties to be stated

Teste L D Edwards, Clk

Court Office Jerusalem Jan 1st 1837

The parties interested in the foregoing order are required
to attend this office on Saturday the 18th day of February
next, by Ten o'clock A.M. with their vouchers, accounts
and evidence for examination and settlement

Geo. C. Court

Griffin

or { Copy Decree

Edwards & ad

For Commissioner

Came to hand

Decr 23^d. 1836. &

notice issued to the

parties to attend on

the 18th Feby 1846

Attest

Southampton Circuit Superior Court. November 1st 1836.

William Griffin

against

Plff.

} In Chancery

Allen Edwards Benjamin Griffin Joseph Soyner and Benjamin
Griffin Executor of Russell Branch de^{ft}

This cause came on to be heard on the original and amended bills, the answers of the defendants, replications thereto, exhibits filed and the examination of witnesses; on consideration whereof the Court doth adjudge, order and decree that a Commissioner of this Court take an account of the payments made by William Griffin to Allen Edwards or to Joseph Soyner on account of the obligations given by the said William Griffin to the said Soyner together with Allen Edwards his security, as also settle all other private or individual accounts running open between the said complainant and the said Defendant Allen Edwards, and that the Commissioner make report with any remarks deemed pertinent by himself or which may be required by the parties to be stated.

Teste L. R. Edwards clem

Griffin & Griffin

decease
apt - 1877

William Griffin.

Plff.

Allen Edwards, Benjamin Griffin, Joseph Joiner, and
Benjamin Griffin Executor of Burwell Branch decd. Deps.

This cause came on this day to be again heard on the papers formerly read, and the report of the Commissioner made pursuant to the order of the first day of November 1836, to which exceptions were filed by the complainant and was argued by Counsel. On consideration whereof the Court overruling the said exceptions and confirming the ~~said~~ report of the Commissioner doth adjudge order and decree, that the defendant Allen Edwards pay to the def^t Joseph Joiner the sum of \$172.66^{cts} with interest from this day to ~~paid~~ in part satisfaction of a bond dated the 9th day of August A.D. 1832 secured by the plff. William Griffin, ~~together~~ with the said Allen Edwards and Burwell Branch, and made payable to the said Joseph Joiner for the sum of \$400. 71^{cts} and in consequence of which bond, a deed of Trust was executed ^{by the said Benjamin Griffin} on the Eleventh day of August 1832 to indemnify the said Edwards and Branch as sureties for the said William Griffin in the bond aforesaid and a copy of which said deed of Trust is filed for an exhibit in this Cause and marked A) - and the Court doth further adjudge order and decree that the Injunction be dissolved as to the sum of \$339.97^{cts} ^{with interest thereon from the 5th day of April 1837} - and that Benjamin Griffin the Trustee in the said deed, make sale of the property therein conveyed according to the terms of the said Trust. and out of the proceeds of sale pay to the said Joseph Joiner the sum of Three hundred and thirty nine dollars, and seventy seven cents and a half cents with interest thereon from this day, and make report of his proceedings to this Court ^{and that} the Comp^t pay to the defendants their costs.

To injoin the Defendants and all others from selling or otherwise disposing
of the real and ^{personal} property mentioned in a deed of Trust bearing date the 11.th
day of August 1832 or any part of the said real & personal property until
the further order of the Court - The plaintiff having executed bond with
sufficient security payable to the Dfts Edwards & March in the penalty of
one thousand dollars and detained to pay them all such damages and costs as
shall be awarded against the said William Griffin in case his injunction
shall be dissolved. -

Teste James Rochelle Clk

Griffin

vs J. S. & S. & S.

Edwards & March

1832 22 November Rules

Executed on Benjamin
Griffin the 10 day of
November 1832 and on
Allen Edwards the 15th
day of November 1834
by delivering to each
a true copy
Burrell Brand and
William J. S. & S.
Benjamin W. & S.

THE COMMONWEALTH OF VIRGINIA:

To the Sheriff of Southampton County--Greeting:

We command you that you summon *Benjamin Griffin, Samuel Branch and Allen Edwards*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery, for the County of Southampton, at the Rules to be holden for said Court, on the first Monday in *December next* to answer a bill in Chancery, exhibited against *them* in the said Court, by *William Griffin*

And unless the said Defendant : shall answer the said bill within four months thereafter, the Court will take the same for confessed, and decree the matter thereof accordingly ; and this *they* - shall in no wise omit under the penalty of 100l.

And have then there this writ : Witness, JAMES ROCHELLE, Clerk of our said Court, at the Courthouse, this *21st* day of *October* 183*2*, and in the *54th* year of the Commonwealth.

James Rochelle

Griffin

17 3 Sp^{rs} in City

Edward &

To Sum Rules 1835.

Executed the 27th day
of May 1835 by deliv-
ering to each a true
Copy Mr. Sturde &
Benjⁿ. Dewary J^{rs}

The Commonwealth of Virginia: To the Sheriff of Southampton County Greeting
We command you that you Summon Allen Edwards and Joseph Soyner to appear
at the Clarks Office of our Circuit Superior Court of Law and Chancery for the County of
Southampton at the Rules to be holden for the said Court on the first Monday in June next
to answer an original and amended Bill in Chancery exhibited against them & others in
the same Court by William Griffin: And unless the said Defendants shall answer
the said bills within four months thereafter the Court will take the same for confessed
and decree the matter thereof accordingly. And thus they shall in no wise omit under
the penalty of \$100 each And have then & there this writ. Witness James
Rochelle Clerk of our said Court at the Courthouse this 6th day of May 1885 in the
59th Year of the Commonwealth -

James Rochelle Clk

Griffin

in Spain Chy

Edwards &

1835 July Rules—

Executed by delivering to
Griffin a true copy
June 15th 1835 William
J. Selwell Deputy of Benjamin
Severing Sheriff

The Commonwealth of Virginia: To the Sheriff of Southampton County: Greeting: You are hereby commanded to summon Benjamin Griffin to appear before the Clerk's Office of our said Superior Court of Law and Chancery for the County of Southampton, on the first Monday of July next that being a full day, to answer a bill exhibited against him ^{and others} with the said Court by William Griffin. And unless the said defendant shall answer the said bill within four months thereafter the Court will take the same for confessed and decree the matter thereof accordingly. And thus he shall in no wise omit under the penalty of \$100 And have then there then sent -
Witness James Rochelle Clerk of our said Court at the Courthouse, this 1st day of June 1835 in the 59th year of the Commonwealth.

James Rochelle Clk

We accept notice of the

Sept 24/1835

Edmund H

J. S. Adams

Giffin

This day Wm H Day made
oath before me that he delivered
a true copy of this notice Wm
Giffin on the 18th day of August
1835 Given under my Hand and seal the
19th day of August 1835

J. H. Purdie J. B. Seal

We acknowledge ^{service} notice of
the within notice is return
to ourselves as defendants in
the suit to which the same
refers Sep. 11. 1835

Present 11th
September 1835

Benj Giffin
Jos. J. J. J.

To Mr. Wm. Griffin - Benjamin Griffin & Joseph
Joyner

Sir: You will please to take notice that
I shall proceed to take the deposition of
Samuel Clayton, Copeland Turner and others,
~~to be read in evidence in a cause on the~~
Friday the 11th day of September next,
at the office of Thomas N. Gray, in the town
of Jerusalem, between the hours of nine
in the morning and ~~seven~~ ^{seven} o'clock in the even-
ing, to be read in evidence in a cause now
depending in the Circuit Superior Court of
Law and Chancery for the County of South-
ampton, in which you are plaintiff and
myself and others are defendants; and if
the same are not concluded on that day,
~~but~~ ^{the} examination will be continued
to such ^{other} time and place as the Commissioners
or justices conducting it ~~will~~ shall appoint.

Southampton County,
17 August, 1835.

Allen Edwards.

I acknowledge the service
of the within notice

William Griffin
September 2, 1835

Griffin

vs E. Adams

Edward W.

1835 Oct 20

Southampton County to wit: This day personally appeared
before me Nelson L. Simmons a justice of the peace
Dwight Coff of said county and made oath that
William Griffin acknowledges service of the
within notice September the twenty first 1835
Given under my hand this 20th day of
October 1835

N. M. Selcey

To Mr. Wm. Griffin — Sir,

You will please to take notice
that I shall, on the 20th day of October next
^{at the office of Thomas H. Gray, in Cincinnati, So. Campbell County,}
take the deposition of Cleveland Turner and
others to be used in evidence in a cause now
pending in the Circuit Superior Court of
Law & Chancery for the County of Southern
Ind., in which you are Complainant and my
self and others are defendants — and if
the same are not concluded on that day,
the same ^{shall} will be continued to such ^{other} times
and ~~times~~ ^{places} as the Court or justice taking
The same shall appoint. 21st Sep. 1835

Allen Edwards.

Executed

Robt. Newry depy of
B. Griffin

THE COMMONWEALTH OF VIRGINIA.

To THE SHERIFF OF SOUTHAMPTON COUNTY—*Greeting :*

We command you that you summon *John Nick*

to appear before ~~the~~ *me at* ~~of our~~ *my Office in Jerusalem on the 18th day*
of Southampton, at the Courthouse, on the first day of February instant
term next, to *testify and the truth to say in behalf of William Griffin*
against ~~James M. Edwards & Allen Edwards & Co~~

And have then there this writ. WITNESS, ~~LITTLETON R. EDWARDS, Clerk~~

of our said Court, at the Courthouse, this *6* day of February, 1836
in the *6th* year of the Commonwealth.

See Court Book

I acknowledge receipt of the
within notice. October 29/1836
Albin Edwards

Albin
Edwards

Edwards &

Mr. Allen Edwards

Take notice that on the 31st day of the present month
at the Tavern of Messrs A. M. & J. St. Gibrellis at Jerusalem in the County of
Southampton between the hours of 10. O'clock in the morning and Sun set of the
same day I shall proceed to take the deposition of Peter Crocker & Shugans
Lain and others to be read in evidence, in a suit now depending in the Circuit
Superior Court of Law & Chancery in which I am plaintiff and yourself & others
defendants. at which time & place you may attend if you please -

Yrs &c

William Griffin

Oct. 29/1836-

Oct. 30th 1835 The plaintiff ~~Wm~~ Griffin By way of exceptions files objections to the within deposition for that the said deft cannot according to the rules of the court ask questions of the witnesses. and object to putting down the questions and answers in the name of the deft. to this the commissioners decided that ~~it~~ was competent for the deft to object as aforesaid to which the ~~deft~~ files his exception

Wm Griffin.
by

Robt L Downman

In the Clerk of the Superior
court of Land & Chancery for the
county of Southampton —

Came to hand sealed Sep. 24/1835

Came to hand sealed Sept. 24/1835

Griffin

3 Depositions.

Edwards & Co

(deft)

The depositions of James Clayton Benjamin Griffin
~~Patrick Row~~ Joseph Joynes Charles B Gold
and others Taken before me This 11th of Sep-
tember 1835 pursuant to The annexed notice to be read as
evidence in a suit now pending in the circuit Superior
court of Law and Chancery for the county of South
ampton on the Chancery side of said court - in which
William Griffin is plaintiff and Allen Saunders Benja-
min Griffin and Joseph Joynes are defendants.

The deposition of James Clayton who
being sworn according to Law deposes as follows -
in a conversation with ^{Alfred} Washington Adams he (Adams)
stated that he would not have purchased the
land of William Griffin on ~~which~~ he then
lived but for the purpose of saving a
debt due from Griffin to him.

Question by cleft counsel as you know the
reason why Alfred W. Adams purchased the
land of Griffin.

Answer. To save a debt due to him as he
Adams stated from Griffin.

To the above questions and answers The plain-
tiff by his counsel R. L. Bowman Esqr. objects
and directs the commissioner to note the same
sworn and subscribed before me This day
and date above -

James Clayton

R. Gray. C. C.

The deposition of Benjamin Griffin who being
sworn according to Law deposes as follows
Question by cleft counsel as you know anything
in relation to a deed of trust executed by William
Griffin and dated the 11th day of August
1832 to indemnify the cleft Allen Saunders as
the security of the plt. for purposes specified
therein.
Answer: I wrote the the deed but have no

a collection which of the party requested me to do so nor the incumcements that led to its execution -

Question by some do you know any thing in relation to the sale of the tract of land mentioned in the bill from Mr. Griffin to Alfred H. Adams
Answer. I heard Mr. Adams say he had purchased that land of the plaintiff that in the payment of the purchase money this deponent gave the following certificate to the said Adams &c. I hereby certify that I will be security for Alfred H. Adams for the purchase of William Griffin's land after his paying two hundred dollars given under my hand this 29th. 1833 (thinks it was in November) shortly after this agreement and giving said certificate this deponent went to Richmond he did not see, nor does he know, any thing of Adams as paying any money to Griffin on account of said purchase of land. but when he, this deponent, returned from Richmond, Adams, informed him that Allen Edwards had his Adams's Bond, for one hundred & thirty eight dollars & that he ~~was to attend to in Edwards's hands~~ ~~as a security for~~ Edwards had also the certificate of this deponent as a security for the said debt, and some time after words, Adams, came by the deponent's house on his way to Edwards, as he said, to pay off said bond & did return with it having as he said paid it off - and that this deponent saw said bond

Question by after counsel do you know anything about whether the plt. was indebted to said Adams, about the time of said purchase and sale of said land,

Answer. about that time, deponent cannot say whether it was before, or after, he heard said Adams say, that there was an unsettled matter due him from said Griffin in relation to the time of a negro but the precise sum was not mentioned, as he said he Adams had the negro part of the time & Griffin a part

to the last two answers the plt. by his counsel R. L. Lorman Esq. excepts and amends the compromise to note the same.

Sworn to & subscribed before me this day & date above

J. P. Gray C. C.

Benj. Griffin

The deposition of Patrick Roe who having been duly sworn according to Law deposes as follows, That William Griffin sometime in the month of August 1832 William Griffin the plt. came to deponent's house to borrow money the amount one hundred & twenty five dollars for the purpose of paying a debt due to Bunell Branch Representative of George Branch which he got Allen Edwards & Bunell Branch being his security, that the said amount was returned me through the hands of my Brother Jason Roe who informed me that he recd. it from Allen Edwards for the purpose of paying the said debt.

Question by. after counsel. do you know anything about the release of an certain bond due by William Griffin the plt. to Joseph Joyner what was the amount of such Bond and when was the same released & at what time answer. The bond alluded to amounting originally to five or six hundred dollars was released

at Mr. Joseph Joyner's house on the day the bond
in August 1832 was executed by Griffin
Edwards & Branch to this effect for the
sum of one hundred & twenty five dollars &
remitted by Griffin himself in person to Mr.
Jos. Joyner for the balance about four
hundred dollars

I by Deft. counsel, were any payments made
in relation to the redemption of said bond before
its renewal when & where were they made
if any & how much

Answer I was at Mr. Edwards the Deft. &
in company with Mr. Joyner & Mr. Griffin the Deft.
& plt. and a payment was made by the
Deft. Edwards from money deposited in his
hands by the plt. Griffin arising from the
sale of lands by the plt. Griffin to Branch
& Senon as this depo. means took from the
commission of the parties to the Deft. Joyner
in liquidation of said debt originally amount-
ing to about five or six hundred dollars as by
re stated which payment reduced the said
debt to the amount for which it was renewed
at Jos. Joyner's for I think about the sum
of four hundred dollars

~~Deft. by same answer have in what the
said payment consisted whether in whole
or in part~~

Quest by plt. counsel. who rec'd. The money for
which is Griffin the plt. & Allen Edwards the
Deft. executed their bond to you
Answer. I do not remember who I paid the
hundred dollars to on the day the bond was
executed. I did not pay the other twenty
five on that day whether for the want
of change of a note or what I cannot say
but a few days afterwards I handed

Mr. A. Edwards the Deft. the other twenty
five whether by the request of Mr. Griffin the plt.
or not - I cannot say -

I by Deft. counsel. was there any man sta-
nding about the twenty five dollars in what
character Edwards was to receive it if he
rec'd. it at all.

Answer I think the money was to be
sent or carried by me to Black Creek
meeting & if the plt. was not there Mr.
Edwards if there was to bring plt. the money
and was authorized by plt. at the executing
the bond to receive it for him at some future
time & seeing the Deft. Edwards before I
saw plt. I finally paid him Edwards
the Deft. the twenty five dollars at
once on next court day

The plt. by his atty R. L. Bowman Esqr
excepts to all testimony appearing on hear-
ing & corrects the commission to note
the same -

sworn to & subscribed before me
This day & date above Patrick King

J. R. Gray C. C.

The deposition of Joseph Joyner to be read
in a suit depending in the Circuit Superior
Court of Law & Chancery for the County
of Southampton, in which William Griffin
is complainant and Allen Edwards
and others are defendants.

This deponent, being first duly sworn ac-
cording to law, deposes and says as fol-
lowing, that is to say: That he received two
bonds of Allen Edwards & William Griffin the
plt. sometime in 1830 one for the sum of

five hundred & twenty four dollars & fifty nine cents The other for the sum of thirteen 68.
The first bond was originally for about six hundred dollars but reduced to the above sum by a credit, some considerable time after receiving these bonds & p^{mt}. which were paid to me as Guardian of my children I went to the house of Allen Edwards the capt. for the purpose of receiving a payment on said large bond and then recd of Allen Edwards the capt. the sum of one hundred & eighty five dollars 29/100 from the proceeds of the sale of land as I understood sold to Branch & Denow and inclusive in the sum of \$185.29 paid me at Edwards the capt. there was a bond paid me of Branches amounting to about \$150 and at the same time the capt. Edwards paid me off the small bond of the plaintiffs and the balance over the sum of \$150 the amount of Branches Bond was paid in money which went first to take in the small bond & the balance of \$35.29 went as a credit to the large bond giving a credit on that bond as before stated of \$185.29 thus paying me the sum of \$185.29 on the large bond and the little bond & interest due there on making in all that he paid me about the sum of \$200. The p^{mt}. William Griffin was present at the house at the time this payment took place
I was by capt. counsel did the capt. ^{a. Edwards} ever offer to pay you a part of the bond of four hundred & 71/100 from ~~the proceeds of the sale of the land~~ ^{the proceeds of the sale of the land} ~~which was conveyed~~ ^{which was conveyed} in deed of trust to Boya. Griffin to trustee for the benefit of Edwards the capt. & Branch and me. he did offer to pay me a sum of money and a bond due from Alfred W Adams

as a part payment on said bond of \$400.71 and capt Griffin was to be as security to said bond. Capt Griffin also asked me to take said bond but for some particular reasons I declined doing so and I refused to receive any part of said Bond of \$400.71 unless all was paid

I was by capt. counsel do you know any thing in relation to a bond executed by Solomon Gay to Allen Edwards the capt. and assigned by the latter to your self and the amount of same answer. I recd a bond executed by Sol. Gay from the capt. A. Edwards amounting to about \$30. at the same time I recd the large & the small bond assigned to me by the capt. Edwards

I was by Capt. counsel do you know whether William Griffin the p^{mt}. was indebted to the said A. W. Adams before the purchase of the land by Adams from Griffin the p^{mt}. answer. I heard A. W. Adams say a short time before the purchase of said land that Griffin the p^{mt}. was indebted to him in the sum of about forty dollars as near as I can recollect

and to the hearsay testimony of the deponent the p^{mt}. by his counsel R. L. Loomis Esq. which he and agrees the commissioner to note the same.

Question ~~by~~ ^{plaintiff's} attorney was This bond of Branches the of Griffin or to whom did it belong or for whom benefit was it.

Answer it was a bond arising from the sale of Griffin's land belonged to him at the time it was paid to me & was to be applied to the payment of his bond due to me

for about \$400. 75. and further this deponent
saw not sworn to & subscribed before me
this day & acted alone - for former

J. P. Gray. C. L.

The deposition of Charles G. Gold taken
pursuant to the said notice the deponent being
dearly sworn according to law deponeeth as
follows. That William Griffin the plt. inform-
ed him he had borrowed about a hundred

dollars to pay to Mr. Burrell Branch & at
another time he observed the same & further
said he had borrowed it of Mr. Patrick
Rowe for the purpose of paying Mr. B. Bran-
ch.

Quest by Left Court. Do you know how
& for what the debt due to Burrell Branch
as Representative of George Branch origi-
nated - and how much was it?

Ans in it originated for the loan of a
negro man for two years at about \$40
per year & his purchase at 3 Branches
sells the amount not remembered.

Quest by same state what you know if
any thing concerning any times or times of
an acceptance, & had to the plt. to Griffin

Ans in I was at Mr. Edwards the Drft.
and heard Mr. Edwards & Mr. Griffin on
a settlement and heard Mr. Griffin
say that a negro of his had been sold to
Mr. Ingraham & that he loaned Mr. A. Ed-
wards, had recd. of Mr. Ingraham a bond
for \$350. for said negro to pay Mr. B. Branch
for land purchased by plt. from said
Mr. B. Branch & that the said Edwards.

observed he could not loan him part of the
bond but would let him have the sum of
nine dollars (on the said Griffin the plt.
wishing to borrow a small sum of the
Drft. for a particular purpose) & he
heard the said plt. afterwards say
he had borrowed at that time the sum
of nine dollars of the said deponent
Quest by Drft. Court. do you know whether
the plt. Griffin was indebted to a W. Adams
about the time he purchased his land &
did you live near him -

Ans in I lived near him & heard Mr. Griff-
in the plt. say about the time he sold
his land that he was indebted to Adams
about forty or fifty dollars & that the said
Griffin had paid a part of the debt & set
a due bill for \$180 against one of his
neighbours what the amount was that the
said plt. said he was indebted to Adams
this deponent does not remember and
further this deponent says he not
sworn to & subscribed before me this
day & acted alone. C. G. Gold

J. P. Gray. C. L.

N. B. adjourned until Saturday the
12th at my office in Jerusalem between the hours
of 9 a.m. & 7 P.M. and if the case was
not then concluded until such the time
and place as are notice will be given of
the commission may appoint.

Sept. 11th. 1835.

J. P. Gray. C. L.

Sept. 12th 1835. adjourned by consent of
parties to Sept. 22nd 1835 between the hours of
9 a.m. & 7 P.M. at my office in Jerusalem J. P. Gray. C. L.

J R Gray. b. l. l.

L. Snow.

Quest. by 5th counsel was The money which you
were to pay for The negro girl to go to A. Edwards
in his own right & for a debt due him or
was it to be applied to the extinguishment of
the debt due for Zoum.

Answer The society was to go to joyne the most
of it I believe but whether all was to go or not
I cannot say in payment of a debt due to you

and for which A. Edwards the deft. & B. Bra-
nch as I understood was security

Quest by same as you know whether any of the
money which you were to have paid for the girl
was to be paid to A. Edwards for any debt due
him from the Jlt. Griffin personally

Answer I do not

Quest by defts counsel. ^{and did you not} did you understand
whether there was any amount and if what it
was that was still due from Griffin the Jlt.
to the Deft Edwards or whether it was all
settled up on account of the security ship to
Jogues or on account of a debt due to Jogues
for which A. Edwards was bound

Answer. I was informed by Griffin the Jlt.
as we went to Mr Edwards the deft. that
he was in arrears on that account to Mr

Edwards the deft. about one or two hundred
dollars - but when they got to getting they
made the sum larger and further this
account is not known to & subscribed this
day and date above written before me

J. K. Gray C.C.

James Leno

The taking of the above depositions and other
to be taken by the consent of party, is continu-
ed until Monday the 21st instant at my office
in Jerusalem between the hours of 9 a.m. and 7
p.m.

Sept 21st 1835

pursuant to adjournment the parties present by
counsel the deposition of John Nugent
who being duly sworn deposes as follows That he
purchased a negro boy of William Griffin by the
consent of Allen Edwards the deft. his acquiescence
being necessary as I understood Edwards the deft.
had a debt of ^{or} on said negro This

J. K. Gray C.C.

transaction took place sometime in the
summer of 1830 as this deponent thinks, and
the money arising from said slave he under-
stood from the conversation of parties at the
time set the plt. & the deft Edwards was
to go to pay Murrelth B Broadnax for a tra-
ct of land which said William Murrelth had
bought of Broadnax and this deponent did
pay of the bond \$350 which was the amount
he gave for the negro, to Sam. W. Broadnax the
representative of Mr B Broadnax and further
this deponent says not sworn to & subscribed
This 21st of September 1835 before me

J. R. Gray, C. C.

J. R. Gray, C. C.

Commissary fees. 14 hours \$14

J. R. Gray, C. C.

Pursuant to the annexed notice I have proceeded
on the 20th day of October 1835 at my office, in
the town of Jerusalem between the hours of 9 am & 5 pm
to take the depositions of Copeland Turner and
Silas Drake — to be read as evidence in
a suit now pending in the circuit Superior Ct
of Law and Chancery for the county of South
ampton in which William Griffin is plaintiff &
Allen Edwards and others are defendants (parties
present before me) The deponent Copeland Turner
being sworn according to Law deposes and
says, sometime in 1832 William Griffin ~~the~~
plaintiff in this cause and Allen Edwards
the deft. Berule Brant Baya Griffin
Ch. George Gould & John Edwards met at the
deponents house for the purpose of execut-
ing a deed of trust from the said Griffin
for the purpose of securing a debt due
from the said William Griffin to Joseph
Joyner & Patrick ~~Row~~ to which the said
A. Edwards & Berule Brant were his secu-
ties The deed was executed in my presence &
witnessed by myself John Edwards & C. G. Gould
That sometime in the year 1834 about the
last of August or first of September this
deponent carried a note from A. Edwards the
deft. offered to Baya Griffin the trustee in
the deed above mentioned requesting said Griffin
to advance & sell the property mentioned in
said deed — sd. Griffin observed that he
could not well go to Smithfield (where W.
Griffin lived) to see him that week but
would go the week after and that he Baya
Griffin did not think it made much differ-
ence as William Griffin the deft. had
told him if A. Edwards insisted on the debt

being settled that he W. Griffin would get
the money as he had the promise of it and
would settle the debt at any time. That
the day after August or September court
for this county and after this deponent had
carried the note to Benjamin Griffin trustee
as aforesaid requesting him to sell the property
of William Griffin the plt. as trustee to the
debt already named. The said W. Griffin
came to deponent's house and inquired for
A. Edwards who he saw there as Edwards return
ed from a plantation of his and they
Edwards & Griffin went into a settlement
or statement of their transactions without
papers being before them and on a settle-
ment as near as they observed they could
come without the papers being before them
it was agreed that there was due from
the said W. Griffin on account of the
debt due John ~~Edwards~~ about \$250. due
A. Edwards for money of his used by the
plt. Griffin from sales of cotton in Smithfield
of 39 and 40 also due A. Edwards a small
note of \$10 and \$12 making about \$305 as
they agreed was due at that time after
A. Edwards had left my house W. Griffin observ-
ed that he owed the amount that had been
agreed on between Mr. Edwards & himself but
he would not pay it unless Mr. Edwards
would allow him interest on some money
that he said Mr. Edwards held in his
hands and was speculating on which money
arose from the sale of some land to Wash-
ington Adams, at the time W. Griffin aforesaid
and A. Edwards the debt. were on the settlement
alluded to at my house Edwards observed that

he had paid Ross debt. Griffin replied
that he knew it for Capt. Jason Ross
had told him that Mr. Edwards sent
the money by him to his brother Patrick
Devotion by Deft. A. Edwards, as you know
any thing of the origin of a debt ~~of this~~ due
from Griffin to me and if so how much
and when.

Ans. - several years since I became
trustee to a deed of trust from William
Griffin to secure the payment of \$600 to
the deft. A. Edwards and in which capac-
ity I refused to act and Benjamin Griffin
was substituted in my place

and further
this deponent says he not sworn to & subscri-
ed before me this day & date above written
Copleland Turner

J. P. Bay. C. C.

The deposition of Elias Drake taken
as above stated the deponent being sworn
according to law says that some time
in April 1834 he went to Smithfield to
carry cotton for Allen Edwards the deft.
and carried two bails and Mr. Edwards
carried one he also carried a letter
from Mr. Edwards ~~to W. Griffin~~ that he
delivered the letter to W. Griffin & was directed
by him to carry the cotton and put it in a
ware house, whose ware house it was this
deponent knows not, it was put in the house
by deponent and some negroes that he found
at the house and further this deponent

sayeth not sworn to & subscribed before
me this day and date above written

J. P. Gray C. C.

de's
Silas X Drake
mark

Commissioners fee \$5.00

J. P. Gray C. C.

of the Clerk of the Township
sup. Court of & Chancery for the
County.

Griffin &
J. E. Edwards

Given to hand sealed Oct
25th 1835.

Griffin &
J. E. Edwards

Southampton County to wit

This day personally appeared before me a Justice of the Peace for the county aforesaid
Mr Griffin who being sworn according to
Law says that it has within the last fifteen
or eighteen days ago come to his knowledge
that he will be enabled to prove facts by
him deemed material to support a suit
in chancery vs Allen Edwards, the witness
living out of the county so that he could
give the opposite party reasonable notice

to take his depositions with any certainty
of being able to do so. the said ~~attorney~~
named John Bykintining at a considerable
distance given under my hand and seal
this 1st day of April 1836.

C. M. Deville Seal

1836 Apr 1st

Edward

John
Bykintining

Griffin

in 3 Dep:

Edwards & Co

handed in by J. D. M. apenbury
Eng. Oct 24 1836

In pursuance of a notice ^{the} given by William Griffin to Allen Edwards, due service of which is acknowledged, that the depositions of Jesse Crocker and Sugars Lane would be taken on the 31st day of October 1835 at Seabell's Tavern in the Town of Jerusalem, to be read in evidence in a case now pending in the Circuit Superior Court of Law & Chancery for the County of Southampton, the style of which is ^{Wm} Griffin vs. Allen Edwards, Jesse Crocker being duly sworn deposed as follows - That being indebted to William Griffin in the sum of \$30 - he transferred to Griffin for payment of the sd. \$30.00 a note executed by Albert Turner to the sd. Crocker and that the sd. Wm Griffin transferred the same note ~~for~~ to Samuel Branch to pay him for the hire of a Negro, ^{again what year makes no recollection} belonging to G. Branch's estate - The said Crocker knows this, for ~~that~~ being a pignior ^{of a note} he called on Branch and urged him to collect as soon as he could ~~the~~ ^{it} ~~note~~ and Branch afterwards told him the note had been paid -

Do you know whether the said note
Sd. Counsel } ~~was the same~~
has any connection with the transaction
between Griffin & Edwards referred to
in the Bill of the former -
Answer I do not -

Do you know any thing about the trans-
actions between Griffin & Edwards referred
to
Ans. I do not.

How many years did Griffin hire the negro
of Branch's estate?

Ans. I believe it was three.

Mr. Snyars Lane being sworn deposed as follows.
says That the hire of the negro belonging to G. Branch's
estate, for the last year that the said Griffin
hired him, was paid, because he the said Lane
paid for Griffin the amount of the hire himself
and that the said Negro was hired by Griffin
for ~~two~~ ^{three} years, ~~and also for the~~

Do you know any thing of the tract of land which
was conveyed by William Griffin, to Ben Griffin
to secure a debt due Allen Edwards?

Answer. It was sold, but not under the deed of
trust; to Washington Adams ~~to pay for cash to~~
pay money which ^{was secured by a deed of trust from} ~~had been borrowed by~~ Griffin
of Allen Edwards, as he heard the trustee and
others say - he saw no money paid -

October 31. 1836. The foregoing depositions were taken
before me James D. Mapenbury a justice of the peace in conform-
mity to the annexed notice, the deponents being first duly sworn
according to law. Given under my hand this day and date

J. D. Mapenbury JP

Disposition of
Cephaland Turner

The deposition of Copeland Turner taken in my office
this 18th day of February 1837 who being of legal full
age, and having been sworn agreeably to Law
and used as evidence in the suit now depending
and undetermined in the ^{Circuit} Superior Court of Law
and Chancery in which William Griffin is plaintiff
and Allen Edwards and others, are defendants, to wit:

Question by Jst Edwards, Will you state what you
know in relation to the Cotton Wm Griffin sold
of mine

Answer. I was present at my house, when the plaintiff
Griffin and defendant Edwards. Talked
over their unsettled business, and among other
things. Mr Griffin admitted there was about
\$40. due for the sales of some cotton
Q. and further this deponent saith not.

Sworn to and Subscribed
before me this 18th day of
February 1837
Jst C. B. M.

Copeland Turner

Deposition of
Wilton Stephenson

The deposition of Wilbur Stephenson who being of lawful age, taken at my office in the Town of Jerusalem this 22nd day of February 1837 to be used as evidence in a suit in the Circuit Superior Court of Law and Chancery for the County of Southampton, in which William Griffin is plaintiff and Allen Edwards & others are defendants, who being duly sworn deposeth & saith.

Question by deft Edwards. I wish the witness to state what he knows about the sales of said defendants cotton, in Norfolk by Wm Griffin the plff -

Ans^r. When I was going to Norfolk in the Spring of 1834. I was requested by the deft Edwards to call on Mr Griffin in Smithfield & bring him the said Edwards the proceeds of the sales of some cotton, sold by the said Griffin for said Edwards. I did so upon my return, and was ^{informed} ~~advised~~ by said Griffin that Edwards had been there and rec^d a part of the money, and as it was then Sunday it was not convenient for him to send the balance at that time, but would do so on the next court day which he thinks was on the Monday week after, - and further this deponent saith not.

Court Office Feb 22/1837
Sworn to & subscribed before
on this 22 day of February 1837 } Wilbur Stephenson
J. W. C. C. C.

Case Continued

Leaver was asked by James S. French counsel for
some Griffin Pltff, vs Allen Edwards and others to in-
troduce testimony for the purpose of discredi-
ting the evidence hitherto given in in this case
by Charles G. Gold, whose deposition was taken
at this place on ~~Satur~~ the 11th of September 1835
by Thos. R. Gray Commissioner

Sen 10th Comm

Leaver was refused by the Commissioner

William Griffin
vs
A Edwards & Co

Comro
Receipt

1837 March 4th

July 23^d 1837

Commissioners Office Jerusalem Feb 18/1837
William Griffin Plaintiff

vs
Allen Edwards and others Defendants } in Chg

all the parties attended before the Court this day, and James S. French Counsel for the plff. and after investigating the matters in difference, the case was continued to the 22^d instant; when some additional depositions were taken. — — —

The Court has bestowed much time, in the investigation of the numerous depositions, bills, and answers, and finally came to the conclusion that ~~a~~ a statement is scarcely necessary, in this case at all; as the defendant Edwards in his answers, seems to have stated all the facts necessary to a correct conclusion, in the settlement of the matters in difference between himself and the complainant. all the evidence seems to be clear, that the only accounts unliquidated between these parties, relates to the amount this defendant received of A. W. Adams, for lands sold him by the complainant; this amount as claimed by the plff and admitted by this defendant is

and by directions from the plff this defendant
paid J. Powers bond amounting to $139.43\frac{3}{4}$
leaving this balance still in this defendants hands $98.56\frac{1}{4}$
and if his individual claims are
fairly offset the result will then stand
thus. Small bond

Small bond . . . \$11.20
acct for cotton 39.79 50.98

then leaving this balance $\$147.58\frac{1}{2}$

which it appears was received in December 1833.

This sum of \$338. was placed in this defendants hands to be applied towards the extinguishment of a bond held by Jos. Joyner for \$400.76. and to which bond this defendant and Burwell Branch were Securities, but it appears that Joyner refused to receive any part

short of the whole amount and when the plff was apprised of that fact, he then directed this defendant to take up a bond held by Patrick Rowe, (as before stated) with said defent & B. Branch also secures, so that the foregoing statement shows the final result. See the depositions of Copeland Turner, Joseph Joyner, & Charles G. Gold & others - - -

The next demand which the Comr. will notice is the bond which this defendant received for the sale of a Negro to John Ureghart, amounting to \$350. It appears that this bond was placed in this defendant's hands to be applied towards the extinguishment of a bond held by M.R. Brodnax against his complainant, and this defendant as security; it also appears that this defendant, advanced nine dollars to the plaintiff and then gave his receipt for \$241. This bond was paid by the said Ureghart to W.B. Brodnax who was the representative of M.R. Brodnax. - See John Ureghart's and Charles G. Gold & others depositions - - -

As to the \$600. bond first executed by the complainant to this defendant, and by him assigned over to Joseph Joyner, and the credits claimed in discharge of said bond; this Comr. thinks it unnecessary further to state; that he saw no evidence or circumstances, sufficient to disturb that settlement, and renewal of said bond to the said J. Joyner. - he has made a statement to ascertain if the amount for which it was renewed was correct, and he finds a few cents difference only; and from the evidence of Copeland Turner, James Senow & others, it appears to this Comr. unnecessary to make any further remarks as to this ^{or any other} demand

Comr. fee Feb. 18 - 7 Hours

" " " 22-4 "

" " " 23-5 "

" " " 24-2 "

charged to the Deft Edwards

Respectfully Submitted
Jen. Coll. Comr

Paraphrase to rec'd

Jen Coll made oath before me to the justice of the above fee bill of \$18.00 - Given under my hand this 3 day of March 1857
Jm Aspark & Co. Secy

William Griffin

vs $\frac{1}{2}$ In Chancery - S. Court

Allen Edwards & others

The Plaintiff William Griffin, excepts to the report of Master Commissioner, Cole, made in pursuance of a decree of this Court for the following reasons - 1st Because the report does not exhibit a stated account of all the monies paid by William Griffin to Allen Edwards or Joseph Snyder as was required by the decree - 2^d Because it does not exhibit a statement of the various sums proved to have been paid by Griffin towards the extinguishment of the original debt of \$600, which is absolutely necessary in order to have a final settlement. 3^d Because it does not notice the fact, that property conveyed for the specific purpose of paying this \$600 debt has been sold, and the money arising therefrom, without the consent of the Pltff, ~~applied~~ applied to the payment of another debt - 4th Because in making out this report referred to the Commissioner seems to have regarded a receipt filed for \$341.00 as so much money paid Mr. B. Brodman, when the Pltff thinks, the receipt itself carries evidence on its face, of its having been given for so much money paid towards the discharge of this \$600. bond - 5th Because the Commissioner refused to receive testimony offered for the avowed purpose of discrediting a witness, who had already testified in this cause, and upon whose evidence, though unworthy of belief, the plaintiff, thinks his cause mainly depends -

6^{thly} Because the Plaintiff does not deem the re-
-port of the Commissioner sufficiently specific
in its details, to exhibit an accurate account of
the various transactions, which have taken place
between himself and Sept. relative to the settle-
-ment of the original debt for \$600, and
likewise the debt due Payne with A. Edwards
security—

James S. French
Counsel pro. Pltff

Mar. 28. 1837.

William Gifford
vs J. M. French
A. Edwards & others
Exceptions

June 18th 1834 Then Recd of A. W. Adams
 The amt of the ~~above~~ within bond in
 full
 John Edwards

Dr. to
 \$138.00
 4.80
 \$142.80
 Due to

A. W. Adams

The sum I bought of
 William amounting to
 three hundred and
 eighty ^{eight} 80 shillings
 I have paid all of it
 to John Edwards
 A. W. Adams

in command we Alfred W. Adams and
Benjamin Griffin do hereby promise
and oblig ourselves our heirs and
assigns to pay or Cause to be paid
unto Joseph Burr or his heirs &
assigns the full and just sum of
one hundred thirty eight dollars
good and lawfull money of Virginia
Witness our hands and seals this
4th day of Decr-1833

Test

Goodwin G. Griffin

B. Griffen
Certificate

I hereby Certify that I will be security for
Alfred W. Adams for the purchase of William
Griffin land, after his paying two hundred dol
lars - Given under my hand this 29th 1833

Test -

Benj Griffin

G. G. Griffin

Grieffen
to 5 Nov
Cancunco

on demand I bind myself my heirs and assigns to pay
or cause to be paid unto Allen Edwards or his or can
the full and Just sum of Eleven dollars and
Twenty Cents good money of Virginia it being
for Just Value rec^d of him as witness my
Hand and seal this 1st day of Feby 1833 —

Test —

William Griffin Seal

Principal for Land

Gay? ——— note ———

Interest on the above for 4 Years

^{Washington}
Paid by Adams,

for
Interest on 338.00 for 9 months —

300.00

30.00

Settlements —

338.00

15.21

330.00

84.15

353.21

767.36

Griffin

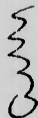
as { Stat. Costs

Edwards &

Griffin

"

Edwards &



Stat: of Costs.

Deft. Edwards Costs - -

Blks. \$4.81

Stuffs. 2.00

Comm. fee - 18.00 \$ 24.81

Deft. Soyner Costs - .49

" Griffin's Costs - - - .49

\$ 25.79

16.66

Law fee. - - - \$ 42.45

statement of the debts

due

april 5. 1837

Debt due Dr. Joines. \$400.71.
hit from 9. aug. 1822 to
the 5. april 1827. 4.7.26. 111.93.
\$ 512.64

deduct therefrom on his day
5. apr. 1837. he paid by
allen Edwards. 172.66 $\frac{1}{2}$
due on the bond his day \$ 339.97 $\frac{1}{2}$

* 147.58 $\frac{1}{2}$. the same by rep. in the
25.08. hands of Edwards in
\$ 172.66 $\frac{1}{2}$ case of Joines's bond

44 m
+ this 25.08. is Int. for 2.10 on the
the said fund of 147.58 $\frac{1}{2}$

Griffin
to 3 Trustees
Griffin for
Edward P.
a copy

Griffin
on 3 exhibit
Edward P.
A

This Indenture made this 11th day of August
in the year of our Lord Christ one thousand eight
hundred and thirty two. Between William Griffin
(debtor) of the first part, Wm Griffin (Trustee)
of the second part, and Allen Edwards and Burrall
Branch (Creditors) of the third part all of the County
of Southampton & State of Virginia: Whereas the
said William Griffin is greatly indebted to Jos.
Larner in the sum of four hundred dollars & 1/2
due by bond dated August 9th 1832. and also Patrick
Rouse in the sum of one hundred & twenty five
dollars, due by bond of the above named state and
to which bonds the said Allen Edwards & Burrall
Branch are security for the said William Griffin
and are liable to pay, for which the said William
Griffin is willing and desirous to secure, and in
fact is the sole object of these presents of these
presents. - And this Indenture Witnesseth that for
and in consideration of the premises, and for the fur-
ther Consideration of the sum of one dollar to the
said William Griffin in hand paid by the said
~~Benjamin~~ Benjamin Griffin as trustee aforesaid at or before
the executing and delivery of these presents, the
receipt whereof is hereby acknowledged. That the
said William Griffin hath given granted, bar-
gained and sold, and by these presents do give grant
bargain and sell unto the said Wm Griffin
his heirs and assigns forever all that Tract or
parcel of land of premise, that the said William
Griffin purchased of M. B. Brodnax called the ~~Adams~~
land. except what has been heretofore sold to Henry Lewis

and Burnwell Branch. and paid off by proper meters
and bounds. together with the following personal
estate One Negro Woman Tempy. one black mare
about three years old. five head of Cattle, twenty
Dogs, two feather Beds & furniture. together with all
and singular the above named property both real
and personal, and the future increase, with all the
right title, Claim or demand in and to the said
property to have and to hold the said hereby granted
property, with every part and parcel thereof
unto the said Perry Griffin his heirs executors &
administrators and assigns forever to and for the only
proper use and behoof of him the said Perry Griffin
his heirs executors & assigns forever and the said
William Griffin for himself his heirs executors &
administrators doth hereby covenant to and with the said
Perry Griffin his heirs executors & administrators the
land of personal estate, The property hereby conveyed
unto the said Perry Griffin, his heirs executors &
administrators, and assigns. against person or persons
whatsoever. shall and will warrant and forever
defend by these presents: Upon Trust nevertheless
that the said Perry Griffin his heirs executors &
administrators shall permit the said William Griffin
to remain in peaceable & quiet possession of the
~~same estate~~ real and personal estate hereby convey-
ed, and take the profits thereof to his own use:
until default be made in the payment of the afore-
mentioned sums of money herein before named
and the lawful interest thereon unto the said
Joseph Lainer & Patrick Rowe, or either legal

representatives: or when a legal demand shall
be made shall be made by the said Joseph Lainer and
Patrick Rowe, to and upon the said Allen Edwards
& Burnwell Branch as securities aforesaid, and
upon this further Trust that the said Perry Griffin
his heirs executors & administrators shall and will, so soon
after the happening of such default, or shall be
requested by the said Allen Edwards & Burnwell
Branch their heirs executors or administrators sell to the
highest bidder for ready money, the above named
property both real and personal, or so much thereof
as shall be sufficient to satisfy the said bonds
herein mentioned with the legal interest thereon, and
the cost attending this instrument, after giving
twenty days previous notice of the time and place
of sale, at as many public places as the said Perry
Griffin may think necessary. and the money arising
from such sale first pay the Charges of this instru-
ment and then pay the Allen Edwards & Burnwell
Branch the amount of monies paid by them or
legally demanded of them by the said Joseph Lainer
& Patrick Rowe, and the surplus if any pay over
to the said William Griffin or his legal repre-
sentative. but if the above named sums of money
~~the above~~ shall have been paid to the said Joseph Lainer
& Patrick Rowe, so that no default be made in
the payment thereof then this indenture to be
void or else to remain in full force & virtue
in testimony whereof the parties hereunto set their hands
and ~~seals~~ affixed their seals the day & year first above written
signed sealed & delivered
in the presents of
William Griffin

C. G. Gold
John Edwards
Capeland Turner

Benj Griffin (Seal)
Allen Edwards (Seal)
Durwell Branch (Seal)

The above was acknowledged in the Clerks office
by all the parties on the 20th of August 1832. —

This is a true Copy of the deed of Trust —

Briffin L

to
Rayne } Mond

a copy

re libel x

Johny. Moore

Johny. Moore

On demand, we Mr. Griffin, Allen Evans, & Friends
March so kindly promise and oblige ourselves, our heirs
executors, adors. or assigns, to pay or cause to be paid
into Joseph Logan his heirs, exors. adors. or assigns
the just and full sum of four hundred & thirty
and 71 cents good and lawful money of
Virginia. It hop for just value recd. of him by
writing on hand, and seal. This 9th day of
August, 1832.

Wm
Alfred Nick

Wm Griffin (S)
Allen Evans (S)
Benjamin Friend (S)

exhibits

Griffin

n { Ex. B. with amended
bill

Edwards

Griffin to Reeves Bond
~~Int.~~ Int. from to

\$600.

amount paid Reeves on the 30 June 1830 \$341.-

///////

Lawrence a few
" { Copy Note

Wells &

Griffin

" { Ent. with Edwards;
ans. to am. bill

Edwards &

On demand we the subscribers and each of us do hereby promise and oblige
ourselves our heirs and assigns to pay or caused to be paid unto Allen Edwards
Exor. of William Wells dec^d the sum of Two hundred and thirty seven dollars -
lawful money of Virginia - Witness our hands and seals this 19th day of Jan'y.
1829.

Teste
Lopeland Turner.

J. B. Wellons (Seal)
Wilson Wellons (Seal)

Nov. 16th 1829. I assign the within contents to William Griffin without recourse
to me. Allen Edwards.

I assign the within note to Mills E Lawrence for value rec^d.

William Griffin

Jan'y 18th 1830

Jugars Bryant.

The above is a true copy of the bond & endorsements thereon, filed in the Circuit
Superior Court of Law & Chancery for Southampton County in a suit lately depending
between Mills E Lawrence aff^d & against James B Wellons &c.

Teste J. R. Edwards &c

August 6th 1835

Lawrence after

" { Copy etc

Boykin &

Exhibit A.

Griffin

" { Ext. with Edwards' ans.
to answer P. B. W.

Edwards &

Nine months after date we Samuel G Boykin & David J Boykin do hereby promise and oblige ourselves our heirs Executors and administrators to pay or cause to be paid unto Allen Edwards Executor of William Wells his heirs or assigns the just and full sum of One hundred and thirty five dollars fifty one cts of lawful money of Virginia it being for value rec^d. Witness our hands and Seals this 7th day of November 1827.

Witness
Margaret A Boykin.

Samuel G Boykin 
David J Boykin 

Nov. 16/1829 I assign the within contents to William Griffin without recourse
to me. Allen Edwards

Nov. the 16th 1829 I assign the within note to Mills & Lawrence for value
rec^d.

William Griffin.

Witness
S. Jordan Wheeler.

The above is a true copy of the bond & endorsements thereon filed in the Circuit Superior Court of Southampton in suit lately depending therein between Mills & Lawrence of the one part against Samuel G Boykin &c.

Teste J. R. Edwards DC

August the 6/1835

Griffin
" ~~~~~ Answer of
Griffin & 3 Allen Edwards.

Exhibit (B) filed herewith
Prentiss. p. 6.
~~~~~

*Motion overrules*

February 16/1835

Southampton.  
C. S. C. & C.

To the Honourable Richard H. Baker Judge  
of the Circuit Superior Court of Law and Chancery  
for the County of Southampton.

The separate answer of Allen Edwards, one of the defendants  
to the Bill of Injunction of William Griffin Complainant  
against him and others in this Honourable Court exhibited:

The said defendant, saving and reserving to himself, all and  
all manner of advantage of exception, to the many untruths,  
errors, uncertainties, and other imperfections, in the said Bill  
contained, for answer thereunto, or to so much thereof as this  
defendant is advised is material for him to make answer  
to, he answereth and saith: That it is not true, and therefore he  
denies, that he was security for the Complainant, to a debt  
due to Joseph Joiner many years ago, to wit, about the      day of  
A.D.      in the sum of      as charged in the said bill  
and this defendant doth also deny, that he received the sum  
of \$241:47 $\frac{1}{4}$  or that he ever promised to apply the same, as  
stated and charged, in the said bill, and calls for strict proof of  
these allegations; and this defendant further answers and  
says, that he trusts he shall be enabled to satisfy this Court,  
that the statements and charges brought against him, by the  
said Complainant, in withholding credits, abusing confidence  
reposed in him, or of having acted in any way unjustly to-  
wards the Complainant, will all turn out to be groundless and  
destitute of truth. — — — It is a fact and therefore  
admitted, that this defendant together with Burwell Branch,  
became bound as securities for the Complainant on the 9<sup>th</sup> day  
of August 1832, in an obligation for the sum of \$400:77. unto Joseph Joiner  
of the County of Southampton, and that a deed of Trust was given  
on Land, a Slave, and other property for the indemnity of the  
said securities, in that debt, as well as for the debt to Patrick Rowe  
of \$125, in the said deed of Trust, an office Copy of which is referred  
to by the Complainant, and is therein fully set forth; But it is  
not true as charged in the said Bill, and therefore this defendant  
doth flatly deny, that at the time of the execution of the obligation  
for \$400:77. to the said Joiner, that the sum of \$241:47 $\frac{1}{4}$ , or any sum of  
money whatever, was retained in this defendant's hands belonging  
to the Complainant, and to be applied towards the extinguishment  
of the debt just mentioned, whenever the creditor should want  
the money, and this defendant calls for due and legal proof

of this allegation, so wrongfully and unjustly brought against him: c, and this defendant further answers and says that when he and Branch became securities as aforesaid that Joiner and the Complainant had a settlement of an old bond of \$600 (which had been assigned by this defendant to Joiner, in the year 1830,) subject to a credit of \$96 received by this defendant and endorsed thereon; that all other credits claimed by the Complainant, in any form or character, were allowed, and agreed upon, by the parties: That the old bond with credits thereon endorsed was then delivered up to the hands of the Complainant by Joiner, which being done, the new bond of \$400:75. was handed over to the creditor Joiner, so that the Complainant has in fact in his possession; the authentic evidence of the transaction) - and he well knows, that he received every credit before the said new bond was executed.

and this defendant further answers and says, that he admits that he received from Washington Adams, the sum of \$338, and that too, on the 4th December 1833, being the proceeds of the sale of Land, made to Adams by the Complainant, (and which is the very self same Land conveyed in the deed of trust herein before referred to) and which amount was received by this defendant at the request, and direction of the plaintiff, and which was to be applied, by this defendant, towards the debt and interest due to the said Joseph Joiner; and this defendant will now most satisfactorily account why the same was not so paid, and what has become of it. c c - c -

Immediately after the receipt of the same, this defendant proceeded with the said money, to Joiner, and offered it to him in part of the debt of \$400:75. which offer was peremptorily refused and the reason alleged was, that no part would be received without the whole: - This refusal was communicated to the Complainant, who requested this defendant to retain the said money, and that he would in a few weeks raise the balance to take up the bond to Joiner. That the Complainant entirely failed to furnish the balance as promised, and the said \$338 was carefully preserved by this defendant, waiting the movements, and further orders of the Complainant who about six months

thereafter, directed him to take from the said sum of \$338. a sufficient sum to discharge the bond due Patrick Rowe: this defendant directly, proceeded to comply with this direction, and got Mr. Jason Rowe to carry the money to Patrick Rowe, and take up the bond: That the bond with the receipt thereon for \$739:43<sup>3</sup>/<sub>4</sub>. being the principal and interest, was handed to this defendant, which is now filed herewith, and prayed to be taken as a part of this answer, and is marked (B): That after deducting Patrick Rowe's debt, there remains in the hands of this defendant only, the sum of \$198:56<sup>1</sup>/<sub>4</sub>. which he is ready and willing, as he has always been, to pay over to Joiner in part discharge of the debt for which he and B. Branch are securities as aforesaid. And here this defendant begs leave to state, that he holds the obligation of the Complainant, which he gave him on the first of February A.D. 1833. on a settlement of private transactions, for the sum of eleven dollars, and twenty cents, and that the Complainant is further indebted unto him, in the sum of thirty nine dollars and seventy eight cents, which the Complainant is indebted to him, for money made use of by him the Complainant, in the sale of the Complainant's Cotton, in Norfolk about the month of May last: which transaction was unknown to your Complainant, until he received the return of this deficiency, by the young man to whom he had entrusted the Cotton when he sent it from home - If it is right and proper that he the defendant should be allowed to pay himself first, then there will only remain in his hands the sum of \$147:58, to be accounted for: But if this Court shall be of opinion that these two last sums ought not, and cannot legally be deducted, then the aforesaid sum of \$198:56<sup>1</sup>/<sub>4</sub>. is the true sum in this defendant's hands to be applied and disposed of in part satisfaction of Joseph Joiner's debt, and no more. - and this defendant as to that part of the Complainant's bill which calls upon him to say how much money was paid him on account of your orator by Branch and Lenow, or either of them, and when it was paid; and whether he has applied it as he should have done, to the debts of your orator, for which he was surety, answers and says, that he never did receive

from Branch or Lenow or either of them, any sum whatever, on account of the Complainant, to be applied to the debts of the Complainant, for which this defendant was surety; That so far as this defendant was concerned in relation to Lenow, and Branch's purchase of land from the Complainant the facts are these: The Complainant being indebted unto Joseph Joiner in a bond, originally for six hundred dollars, (which this defendant had assigned) promised that these sales should be applied towards the extinguishment of this debt: That the Complainant having the entire controul over these sales, considerable deductions were made therefrom, the counterfeit Bank note, together with the bond due B. Branch for \$38.52 3/4, both of which are admitted by the Complainant in his said bill to have been paid and deducted therefrom: that an account due Lenow was also taken from his purchase, in addition to the said Counterfeit Bank Note, and other parts of these sales were by the Complainant used and applied to other purposes. That after the said deductions were made there remained of the said purchase monies, about two hundred dollars, one hundred and fifty dollars of which, consisted of the bond of B. Branch, for his purchase as aforesaid, which was put in this defendant's hands by the Complainant for safe keeping, until he could get Joseph Joiner the creditor by bond as aforesaid, to meet him at the defendant's house, when the proper credit was to be endorsed. That Branch's bond of \$150, and the balance remaining of Lenow's purchase money, making as this defendant believes, two hundred dollars, or thereabout, was handed over to the said Joseph Joiner, at this defendant's house (the bond of Branch as aforesaid, was taken and received as so much cash) and applied as a credit to the old bond of \$500, herein before spoken of previous to the execution of the bond for \$400: 75. that the Complainant was then present, when the just, full and proper credit was given by Joiner, arising from the aforesaid sources; and he knowing full well that he received his just and proper credit, was satisfied therewith: that the time when the aforesaid funds were left in this defendant's hands by the Complainant, for the object aforesaid

was, he thinks, in the fall of the year 1830, every cent of which, was fairly and properly applied to the credit of the Complainant the precise date when this credit was applied by Joiner, this defendant does not now remember; - And this defendant doth deny that he has ever received any funds from the Complainant, or on his account, which ought to be applied to the credit of the bond of \$400: 75 to which he and B. Branch are securities for the Complainant, (except the balance remaining in his hands, received from Washington Adams, as herein before noticed, and fully explained) - and this defendant denies all fraud, combination and confederacy in the bill charged upon him, without that, that he and he prays your Honor to dissolve the Injunction, and that he may be hence dismissed with his costs in this behalf so wrongfully sustained.

Prentiss p. d. Allen Edwards (Signed)

Southampton County To Wit:

This day Allen Edwards who hath signed the foregoing answer, personally came and appeared before me a Justice of the peace in and for the county aforesaid who made oath, that all the matters and things contained in the said answer so far as they depend upon his own knowledge are true, and so far as they depend upon the knowledge and information derived from others, he believes them to be true.

16th Given under my hand and seal this day of February AD. 1835.

Geo. J. P. (Seal)

February 11<sup>th</sup> 1830<sup>12</sup> The amt of  
Eighty nine dollars & 71 Cts in part of the  
Within note. Colln Carriers

May 17<sup>th</sup> 1831<sup>12</sup> one  
Hundred & eighty five  
Dollars & 29 Cts in  
part of the Within  
note \$48.28 being  
Joseph's share  
of the above up to the day when

Exhibit at

the  
Horn  
Colln

on demand I promise to pay or Cause to be  
Paid unto John Guinard The first and  
To the sum of six hundred dollars good  
and Lawfull money of Virginia

Bears for Just Value of him  
as much my hand and seal this  
day of November 1829

Test

~~August the~~  
 July 12<sup>th</sup> 1834 Recd through the hands of  
 Salem Row the sum of one hundred and thirty  
 nine dollars and forty three and  $\frac{1}{4}$  cents being the  
 Principal and Interest up to the above date  
 of the within Note

Salem Row

Griffin

Ex: with Ards

Edwards &

William Griffin

Note

Do

Patrick Row

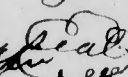
\$1.25-

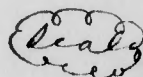
(B)

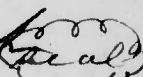
125  
 115  
 10  
 125  
 115  
 10  
 125  
 115  
 10

An demand We <sup>Wm</sup> William Griffin and Allen Edwards and  
Burrell Branch do hereby promise and Oblige ourselves our  
heirs Executors administrators or assigns to pay or cause to be  
paid unto Patrick Rorr his heirs Executors administrators or  
assigns the just and full sum of One hundred and  
twenty five dollars Good and Lawfull money of  
Virginia It being for Just Value Rec<sup>d</sup>. of him  
as witness our hands and seals this 7<sup>th</sup> day of August  
1832

Teste  
Alfred Hicks

William Griffin 

Allen Edwards 

Burrell Branch 

$$\begin{array}{r}
 153 \\
 \hline
 150 \\
 3
 \end{array}$$

*Belmont*

*Belmont* D 40 \$40  
*Math* C 75  
 W 75  
220

June 30<sup>th</sup> 1830 recd of William Griffin the sum  
of Three hundred & forty one dollars in part

of

Allen Edwards

Eliza Griffin.

4

June 30  
of Three hundred & 100

Capt Lane, if he has brought  
from Norfolk, if he has, please send me  
a few lines to let me know if you please  
And will come down after them as I have  
been disappointed several times and do not  
want to come unless the thing is come  
in so doing you will oblige your friend  
James M.

24-22  
145 33  
Wm Griffin  
acct  
(A. Copy)

Griffin

3

Edwards &

Filed by Dfr Edwards  
Sept 21/1835

amt of Land G. Baylins note  
~~1250~~  
150  
250  
For 13. millions — — —

| Mr William Griffin In acct with Henry Senors. |    |                                                                 |                | Dr    |
|-----------------------------------------------|----|-----------------------------------------------------------------|----------------|-------|
| 1830.                                         |    |                                                                 |                |       |
| May                                           | 20 | To Balance due this day                                         |                | 93    |
|                                               | 25 | 1/2 lb pepper 19. 1 Cork ink stand 9 <sup>o</sup>               |                | 31.   |
|                                               | 29 | 1 Gallon brandy                                                 | 3/.            | 50    |
| June                                          | 12 | 2 1/2 Gallons Molasses @ 3/. 1 pair shoes 7/6. 1 pair socks 1/6 | 2              | 75    |
|                                               |    | tobacco                                                         | 9 <sup>o</sup> | 13    |
|                                               | 14 | 1/2 Gallon brandy                                               |                | 25    |
| July                                          | 7  | 25 lb flour 100 1 box Quakers Rintment 100                      | 2              | 00    |
|                                               | 12 | 1/4 Yd Cambric 19. 5 Yds checks @ 18 3/4                        | 1.             | 12    |
|                                               | 16 | 1 Hat 15/. 1 pair knife 7/6. tobacco 4 <sup>o</sup>             | 2              | 81    |
| Aug <sup>t</sup>                              | 13 | 1/2 lb buck shot. bal on shot 3.                                |                | 9     |
|                                               | 23 | 1 pair shoes 7/6. 3 1/2 Yds Cotton cloth @ 9 <sup>o</sup>       | 1              | 69    |
| Sept                                          | 9  | 1/2 lb powder 19. 2 lb shot @ 10 1 Yd Cloth 9 <sup>o</sup>      |                | 51    |
|                                               |    |                                                                 |                | 13 09 |

The above I believe to be a true copy of William Griffin's  
 store acct which was settled by Allen Edwards in the  
 settlement of the land of which my father bought  
 of said Griffin

Los. Senors.

March 7<sup>th</sup> 1835

Griffin

or {

Edwards &c

Filed with deposition  
of Jesse Crocker & Shugart  
Sami. Oct. 31/1836

James H. Branch

Griffin  
on June  
Darius

Griffin

or 3

Edwards &

Filed with deposition  
of Jesse Crocker & Shugart  
Sami. Oct. 31/1836

Darius H. Brinck

25<sup>th</sup> day of Dec. 1831

On sundry we the subscribers & each of us  
do hereby promise to pay or cause to be  
Paid unto Burwell Brainer the sum of Three  
eight dollars good money of Virginia at  
Being for the hire of a negro man & woman  
Also we bind ourselves to furnish the  
said negro with usual cloath, & hat  
Test

Maria Edward

Griffin & Edwards. This is an injunction granted to the plff. to restrain  
Bryce Griffin and others from carrying  
into effect a sale according to  
the terms of the deed - Griffin contends  
that having confidence in Edwards,  
who was his security and for whose  
safety the trust deed was made,  
he and his agents made various  
payments to Edwards, who was to  
pay to Logan the amount. but he  
alleges that Edwards has failed  
to make the payments according  
to the confidence reposed in  
him - Numerous depositions are  
taken and filed in the cause -  
The plff. ask the Ct. to order an  
op. to be taken by a Comr. to  
ascertain the sums paid by  
Griffin or his agents to Logan

Griffin  
in <sup>the</sup>  
Reward for

---

note for  
the Large

A. A. Henson & Co.

and to Reward, or to be the other

Griffin } For China - Notes by Counsel  
vs. }  
Edwards & others

Sometimes in the summer of 1829 William Griffin purchased of M. B. Moxam a tract of Land for the sum of \$500, paying \$100. cash and giving his note for the remainder with Allen Edwards as security. And to indemnify Edwards he gave him a Trust deed on two negroes and other property. See Trust deed to Turner -

This debt to Brodnax however not being paid as soon as was expected and Griffin being indebted to Edwards as is stated in the further sum of \$170, he the said Edwards loaned to Griffin, notes to the amount of \$430, and to secure himself took Griffins note for \$600, secured by a deed of trust - Griffin has now executed two trust deeds - The debt Edwards complains of is

deeds) - The Sept Edwards complains in his answer that he loaned these notes Gay's, Boykin's, and Wellons to Griffin, for the purpose of paying off Broadnax's claims, and that he Griffin shaved them off <sup>immediately</sup> ~~without~~ <sup>intending</sup> to apply them to other purposes, and that he Edwards could only get from him \$89.91. - What right had he to demand any? None. Because as security for Griffin to Broadnax he was already ~~indemnified~~ indemnified by a deed of Trust - to Turner as trustee - Griffin is the only party injured by this transaction, he gives a deed of Trust for notes, which to raise money on he was obliged to sell at a sacrifice - & Allen Edwards being secured by a deed of Trust for the notes loaned, ought not to have assigned them without recourse - He received a valuable consideration for them, and ought to have been willing to have guaranteed the same to Griffin -

Gay's note for \$30. which was a part of this \$600. debt, was taken back by Edwards, and paid over to Gayner, and as there is no proof that Griffin ever received payment for it, it should now be allowed in this settlement - See Gayner's deposition -

The Bond for \$600. was due Nov. 16. 1829, and transferred to Gagner in 1830 - on Feb. 16 - 1830. there is a credit for \$89.91 - The Sept. Edwards admits the <sup>receipt of the</sup> monies arising from the sale of lands to Branch & Leno, subject to

offsets which are stated - to wit. Branch's bond \$38.52<sup>3</sup>/<sub>4</sub>  
 counterfeit note \$10. and Leno's acct. \$13.09 - leaving  
 \$245.89<sup>1</sup>/<sub>4</sub> for which Griffin ought to have credit, at  
 time of sale if cash - if not, according to terms of  
 sale - In paying over the money received from this source  
 (Land conveyed for a specific purpose) Edwards paid  
 a small note executed by Griffin to him, and trans-  
 -ferred by him to Payner, see Edwards answer amended  
 answer - This small note not being specified in the  
 deed of trust was improperly paid, and it should  
 be regarded as so much money paid to the discharge  
 of the \$600. Bond

The Sept. Edwards admits the receipt of \$338.00 for land  
 sold Washington Adams Dec. 4. 1833 - The land actually  
 sold for 380 Dols - Griffin's private acct. for \$42. was deducted  
 Duns. as to its propriety?

This amount of \$338.00 was offered to Payner and refused  
 because it was not enough to satisfy his whole debt -  
 From this \$338. Edwards paid House a bond to which  
 he and Branch were securities amounting to \$139.43<sup>3</sup>/<sub>4</sub> -  
 Duns as to propriety - admitted, it leaves in Edwards hands  
 \$198.56<sup>1</sup>/<sub>4</sub> - Edwards should pay interest on the amount  
 in his hands from the time it was refused by Payner -  
 or money, if he was dilatory in offering to pay it -

Griffin's acct. then stands thus -

|                                                            |                                    |
|------------------------------------------------------------|------------------------------------|
| By Gay's note paid to Griffin by Edwards<br>and taken back | \$ 30.00                           |
| By acct endorsed on note                                   | 89.91                              |
| By land sold Branch & Leno                                 | 245.89 <sup>1</sup> / <sub>4</sub> |
| By land sold Adams, Bond's note deducted                   | 198.56 <sup>1</sup> / <sub>4</sub> |
| By private note paid to Payner by Ch. Edwards              | 14.00 <sup>1</sup> / <sub>4</sub>  |

So far there is not much difficulty - In addition to the  
 sums here stated, Griffin exhibits Ch. Edwards receipt for  
 \$341. dated June the 30. 1830 - which says received that  
 sum in part - Griffin claims this as so much paid to  
 the discharge of the \$600. debt - Edwards says that this  
 sum wanting \$9. is the same which Mr. Tughrant paid  
 for a negro sold to pay Brodnax's claim - The deposition  
 of Mr. Tughrant proves that he purchased a boy of William  
 Griffin in the summer of 1830 which was sold as he under-  
 stood to pay Brodnax - he gave for him his note for \$350.

which was afterwards paid to M. B. Brodnax's represen-  
 -tative. Griffin's receipt is for \$341. The amounts are  
 different and C. C. Gold is called on to prove that they  
 are tho' different sums one and the same matter.

Gold states he was present when the receipt was gi-  
 -ven (I think) - This I think is contradicted from the  
 fact that the receipt is witnessed by a lady -

It was attempted before the commissioners to introduce  
 evidence to disprove Gold's testimony and to the mat-  
 -ter rests -

"It is natural justice that he who has the use of another's  
 money should pay interest for it."

Notes by Counsel

|                                                           |              |
|-----------------------------------------------------------|--------------|
| Not all money recd<br>from Branch & Leno<br>accounted for |              |
| Total sold for                                            | 307.50       |
| Offsets -                                                 |              |
|                                                           | 38.52        |
|                                                           | 10.00        |
|                                                           | 13.09        |
|                                                           | <u>61.61</u> |
|                                                           | 245.89       |

Griffin

vs Sci. Ho

Edwards & P

1835 July Rules.

~~Executed~~ by delivering  
a true copy June 15. 1835

William J. Perrell Deputy of  
Benjamin Dewany Sheriff

The Commonwealth of Virginia To the Sheriff of Southampton County greeting  
Whereas William Griffin heretofore exhibited to our Circuit Superior Court of Law &  
Chancery for the County of Southampton his bill of Complaint against Benjamin Grif-  
fin, Burwell Branch and Allen Edwards, whereupon sundry proceedings have  
been had as appears from the records and files of the said Court. and whereas the said  
Burwell Branch has departed this life having first made and published his last will  
and Testament in writing and thereby appointed Benjamin Griffin his Executor who  
has proven the same and taken upon himself the burden of the execution thereof. And  
the said William Griffin 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 Benjamin Griffin that he  
be at the Clerk's Office of our said Circuit Superior Court of Law & Chancery at the  
Rules to be holden for the said Court on the first Monday in July next to show  
if any thing for himself he have or know to say why the said Court 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 he was at the time of the decree of the  
said Court and further to do and receive what our said Court shall in that part consider  
And have then there this first Witness James Rochelle Clerk of our said Court this  
1<sup>st</sup> day of June 1835 in the 59<sup>th</sup> year of the Commonwealth  
James Rochelle Clk

Griffin

to 3 Bars

Edwards &

Know all men by these presents that we William Griffins and Dr. Jason Rowe —  
are held and firmly bound unto Allen Edwards  
and Burwell Branch in the just and full sum of One thousand dollars good and  
lawful money of Virginia, to be paid to the said Allen Edwards and Burwell Branch  
their certain attorney their heirs, executors administrators or assigns, to the payment  
whereof well and truly to be made we bind ourselves our heirs, executors and administrators  
jointly and severally firmly by these presents. Sealed with our Seals and dated this 20<sup>th</sup>  
day of October 1834

The Condition of the above obligation is Such that whereas the above bound Will-  
iam Griffins hath obtained from the Judge of the Circuit Superior Court of Law & Chancery  
for the County of Southampton an injunction to enjoin <sup>Benjamin Griffins and</sup> the above named Allen Edwards  
and Burwell Branch and all others having authority from selling or otherwise dispo-  
sing of the real and personal ~~property~~ mentioned in a deed of Trust, bearing date the  
11<sup>th</sup> day of August 1832. Executed by the above bound William Griffins to Benjamin  
Griffins as trustee to indemnify and save harmless the said Allen Edwards & Burwell  
Branch as the said William Griffins decedents — or any part of the said real or person-  
al property until the further order of the said Court — Now if the said William  
Griffins shall pay and satisfy to the said Allen Edwards and Burwell Branch  
all such damages and costs as shall be awarded against the said William Griffins  
in case the said injunction shall be dissolved, then the above obligation to be void  
or else to remain in full force and virtue —

Witness

Allen Edwards

William Griffins

Jason Rowe

*G. J. J. J. J.*

*& Bond*

*Edwards*

Know all men by these presents that we William Griffin & Benjamin Griffin —  
are held and firmly bound unto Allen Edwards  
an Burnell Branch in the just and full sum of One thousand dollars good and  
lawful money of Virginia to be paid unto the said Burnell Branch & Allen Edwards  
their certain attorney their heirs Executors, and Administrators, at the payment when of  
well and truly to be made we bind ourselves our heirs Executors & Administrators jointly  
and severally jointly by these presents Sealed with our Seals and dated this the 19<sup>th</sup>  
day of January — 1836

The Condition of the above obligation is such that whereas the above bound Will-  
iam Griffin hath obtained from the judge of the Circuit Superior Court of Law & Chancery  
for the County of Southampton, an injunction to injure Benjamin Griffin and the above  
named Allen Edwards & Burnell Branch and all others having authority, from sel-  
ling or otherwise disposing of the real and personal estate property mentioned in a deed  
of trust bearing date the 13<sup>th</sup> day of August 1832 executed by the above bound William  
Griffin to Benjamin Griffin Trustee to indemnify and save harmless the said Allen  
Edwards and Burnell Branch as the said William Griffin's Securities - Now if the said  
William Griffin shall pay and satisfy the said Allen Edwards & Burnell Branch all  
such Damages and Costs as shall be awarded against the said William Griffin in case  
the said injunction shall be dissolved then the above obligation to be void or else to remain  
in full force and virtue.

Witness

L R Edwards

William Griffin (Seal)

Benj Griffin (Seal)

(Seal)