

1839-011 SOUTHAMPTON COUNTY
CHANCERY PAPERS

WILLIAMS

VS. MASSENBURG & al

1/1839

other SURNAMES: Johnson
Massenburg

Williams

in { Papers.

Johnson Jr.

1837 Aug. Sp. ret. Executed on
Mafenburg Johnson not found

" Oct. Bill.

" Dec. O. Pub. v. Johnson.

1838 Jan. An. Mafenburg. LK Jr.

" May - Set for hearing as to Mafenburg.

" Oct. B. v. C. Jr.

Plff's Costs - Clks.	\$6.04
Shff	60
Tax Max	17.41
Or. Pub.	5.00
	<u>\$29.05</u>

Dr. Mafenburg's Costs	
Clks.	\$0.49
Tax free	16.46
	<u>\$17.15</u>

(12)

Seth D. Williams

v. $\frac{5}{3}$ Fr. Attackt

Johnson & Mapenbury.

Hodges.

1837 Sept. 10th

Coamptow Sup. Co.

To the Honorable The Judge of the Circuit Superior Court of Law & Chancery for the County of Southampton, in chancery sitting:

Humbly Complaining, sheweth unto your Honor your Orator John D. Williams, that on the 19th day of February, in the year 1836, a certain Willis Johnson of the said County executed to him a specialty for the sum of forty three dollars and ninety eight cents, payable on demand, as will appear more fully by reference to the specialty, herewith filed, and prayed to be considered as a part of this bill. And your Orator further shews that the said Willis Johnson after the date aforesaid, to wit, on the day of in the year 1837, removed from the State of Virginia, and is now out of the Country, so that the process of this Court cannot be served upon him; leaving, at the time of his departure, no other property in the County of Southampton, or elsewhere, that your Orator is aware of, but a sum of money, to wit, the sum of in the hands of, or perhaps a debt of that amount due from, a certain James D. Mapenbury of the said County; which sum of money or debt, if it could be properly applied, ~~would~~ is amply sufficient to pay your Orator's debt as aforesaid, but which, in consequence of the refusal of the said James D. Mapenbury so to apply it, cannot be otherwise subjected than by a foreign attachment in Chancery. In undue consideration whereof, and for as much as your Orator is without remedy in the premises, except by the assistance of a Court of Chancery, where matters of this kind are cognizable — To the end Therefore that the said James

D. Mapentburg may be made a party hereto, as well as
the said Willis Johnson when he shall appear and
comply with the orders of this Court, and may be re-
quired, upon his Corporal oath, to make true and
perfect answer to the several allegations herein con-
tained touching the aforesaid sum of money in his
hands, or debt due by him to the said Willis Johnson,
as the case may be, and the amount of such sum
of money or debt; and that your Honor will de-
cree so much of the said sum of money or debt as
will be necessary to satisfy his demand against
the said Willis Johnson as aforesaid, and require
the said James D. Mapentburg to apply the same
to that end; and that your Honor will decree such
other and general relief in the premises as may be
deemed right and proper - May it please, &c.

Hodges, p. 9.

[Signature]

James D. Mapenbury.
ats. & ans.
Seth D. Williams.

1837 December 22nd

Southampton.
C. S. C. L. & Co.

To The Honourable Richard H. Baker Judge of the Circuit Superior
Court of Law and Chancery for the County of Northampton, in Chancery sitting.
The separate Answer of James D. Mapenburg, one of the defendants, to the Bill of
Complaint of Seth D. Williams, in this Honourable Court exhibited.

This defendant now and at all times hereafter saving and reserving to
himself all benefit and advantage of exceptions to the many errors, uncer-
tainities, and insufficiencies in the complainant's said bill contained, for
answer thereto, or unto so much thereof as he is advised, it is material
and necessary for him to make answer unto, answers and says

That he is not indebted unto the said Willis Johnson, named in
the said bill as an absent defendant, nor has he any funds or effects in his
hands belonging unto him arising from any personal transactions. But it is
true and therefore admitted, that this respondent is the administrator of one
Ichabod Johnson dec'd. the father of the said Willis, who is entitled among
many to a distributive share in the estate of his said father, and which
distributive share to which the said Willis is entitled on a final settlement
amounts to the sum of fifty three dollars $5\frac{3}{100}$ with interest from the 29th day of July 1837

and is in the hands of this defendant administrator as aforesaid; but whether
liable to be arrested, and drawn out of his hands by the present mode of
proceedings, this defendant does not pretend to decide; relying most con-
fidently that this Court will pronounce no decree against him which
is not sustained by law, and which will ^{not} indemnify, and protect, the rights
of this defendant. and this defendant further answers and says that
whilst he admits the sum of
named, to be in his hands, he contends that there must, first, be deducted therefrom
the amount of his attorney's fee for legal advice and services rendered this defendant
in this suit, and for clerk's fees and any other legal costs which will and may
arise in the progress of this suit: the balance which may then remain in
his hands, he shall hold subject to the order of the Court, and will be paid
to whomsoever it may order and direct. Without, that, that &c.

Prentiss p. d.

(signed)

J. D. Mapenburg

Southampton County To wit:

This day James D. Mapenburg who hath signed the
foregoing answer personally came and appeared before the subscriber a
Justice of the Peace, in and for the county aforesaid, and made oath that
all the matters and things contained in the foregoing answer, so far as
they depend upon his own knowledge are true, and as far as
they depend upon information, derived from others, he believes them to
be true. - Given under my hand and seal this 22nd day
of December A.D. 1837

Wm. Aspark, 

X

Williams

vs. $\int$ Decease

Johnson Salium

To be entered.

R. H. Baker



Williams

21. 3 Decree.
Johnson

The defendant Johnson, who is out of this state, and against whom the plaintiff appears to have proceeded in the mode prescribed by law against absent defendants, still failing to appear and answer, on motion of the plaintiff by his counsel, the Court doth take the plea for confessed as to that defendant: And the cause coming on to be heard as to the other defendant on the plea, answer, and exhibit, and was argued by counsel: On consideration whereof the Court doth adjudge, order and decree that the defendant Johnson pay to the plaintiff the sum of forty three dollars and ninety eight cents, with interest thereon from the 19th day of February, in the year 1836, till paid, together with his costs; and that the defendant James D. Chapin pay to the plaintiff ^{in part satisfaction thereof, so much of} the sum of fifty three dollars and fifty eight cents, with interest thereon from the 29th day of July, in the year 1837, admitted to be so in his hands of the defendant Johnson, as shall remain after deducting therefrom the costs by him expended in defending this suit: But the plaintiff is not to have the benefit of this decree until the shall have entered into bond with sufficient security, in the Clerk's office of this Court, in a penalty equal to double the money decreed to be paid by the said absent defendants with such condition as the law requires in case of a ~~defendant~~ defendant, and the plaintiff is further required to execute a bond with sufficient security, in the sum of ^{seventy} ~~seventy~~ dollars, payable to the defendant James D. Chapin, administrator of Schabod Johnson dec'd. Conditioned to refund due proportions of any debts or

demands which may afterwards appear against the Intestate, Ichabod Johnson, and the costs attending the recovery of such debt.

C. 56

Williams

2 { Sp^a Recd. order

Johnson H

1837 August Rules

Executed on James
Schapenburg by delivering
the same to ^{not done}
William Johnson ~~the same~~.

R. Drennon dtty of
B Griffin chff

To attach the money, debt and effects of the Defendant William Johnson
in the hands of the other defendants, so that he be not allowed from paying
any money away or discharging the debt by him owing to, or the effects in
his hands of the said William Johnson until the further order of the
Court

Adm^o Geo. P. P.

John

JR Edwards Clk

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

Willis Johnson & James D. Mapenbury

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 the said Court on the first Monday in *August* next, to answer a Bill in Chancery exhibited against *them* in the said Court by

Leth D Williams

And unless *they* shall answer the said Bill within four months thereafter, the Court will take the same for confessed, and decree accordingly. And this *they* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *18th* day of *July* 183*7*, in the *62^d* year of the Commonwealth.

L. R. Edwards

[One Copy to be delivered each Defendant.]

Williams

is } Or. Pub.

Johnson &c

Copy printed at the C^t House
don. by L. R. Edwards

Dec. 7th 1837

At Rules held in the Clerks Office of the Circuit Superior Court of Law and
Chancery for the County of Southampton on the first Monday in December 1837-

Seth D Williams

against

Willis Johnson and James D Massenburg

Plff } In Chancery
Dfts }

The defendant Willis Johnson not having entered his appearance and
given security according to the act of Assembly and the rules of this Court, and
it appearing by satisfactory evidence that he is not an inhabitant of this
County, it is ordered that the said defendant do appear here on the first day
of the next April Term and answer the bill of the Plaintiff and that a
copy of this order be forthwith inserted in some newspaper published in
the Town of Petersburg for two months successively and posted at the front
door of the Court house of this County.

IN CHANCERY:--VIRGINIA: At Rules holden in the Clerk's office of the Circuit Superior Court of Law and Chancery for Southampton County, on the 1st Monday in January, 1837.
Seth D Williams,

AGAINST

Willis Johnson and James D Massenburg,

Defts.

The defendant, Willis Johnson, not having entered his appearance, and given security according to the Act of Assembly and the Rules of this Court, and it appearing, by satisfactory evidence, that he is not an inhabitant of this County: It is ordered, that the said defendant do appear here on the 1st day of the next April term, and answer the bill of the plaintiff; and that a copy of this order be forthwith inserted in some newspaper published in the Town of Petersburg, for two months successively, and posted at the front door of the Court-House of this County. A Copy--Teste,

Dec 12-2m

L R EDWARDS, c. c.

Printer's Fee \$5.

Town of Petersburg, to wit.
Personally appeared before me
an Alderman of said Town) Wm. H.
Davenport, Foreman of Intelli-
gence office, and made oath that
the annexed order of publication has
appeared in said paper for two
months. Given under my hand this 26th day of Oct.
1838.

John L. Lusk c. H. L.

W. Johnson

note

9/13.98

8496

I do Gth. D. William the Sum of forty
three doll^{rs} & ninety Eight-Cents for
Value Recd. witness my hand and seal
This 19th day of Feb. 1836

Teste
J B Johnson

Willis Johnson seal

Williams

To } Bond
Johnson

Know all men by these presents that we Seth D Williams
are held and firmly bound unto Willis Johnson in the just and
full sum of

to be paid unto the said Willis Johnson his certain attorney his Executors, administra-
tors 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 day of 1833

The Condition of the above obligation is such, that whereas in a suit lately
depending in the Circuit Superior Court of Law and Chancery for the County of South-
ampton between the above bound Seth D Williams plaintiff and Willis Johnson
and James D Massenburg defendants it was decreed and ordered on the 30th day
of October 1833, that the said Willis Johnson should pay to the plaintiff the sum
of forty three dollars and ninety eight cents with interest thereon from the 19th day of
February 1836 till paid together with his costs; and that the defendant James D
Massenburg pay to the plaintiff in part satisfaction thereof so much of the
sum of fifty three dollars and fifty eight cents with interest thereon from the 29th
day of July 1837 admitted to be for his hands of the Defendant Johnson as shall
remain after deducting therefrom the costs by him expended in defending the said
suit. Now if the said Seth D Williams shall abide such future order as
may be made for restoring to the said Willis Johnson whatever money he may
receive under the said decree with interest thereupon, upon his the said Willis
Johnson appearing within the time prescribed by law and answering the bill
in the said suit then the above obligation to be void, or else remain in full force
and virtue.

Witness

Seal

Seal

Seal