

1842-007

SOUTHAMPTON COUNTY  
CHANCERY PAPERS

PARKER

VS.

LAWRENCE

4/1842

other surnames: Sebrell,  
Sebrelle

~~24~~ 24  
Parker

2 } Papers.

Lawrence

1839 Aug. 25<sup>th</sup> Bond Books given  
to sp. & sp.

" Oct. sp. not found -

" Nov. sp. Executed -

1841 Jan. Ans. to Rep. &c

" March Set for hearing &c

" March 26. Dep. filed

apl. motion to dissolve  
overruled.

Rich. H. Parker

1841 Oct. 3 Cont.

1842 Apr. Inj. perpetuated &c

Clks. Cont. - \$6.68

Shff. 71

\$ for &c. 17.41  
\$ 24.80

S 756 words in the bill

To the Hon. Richard H. Barker Judge of the  
Circuit Superior Court of Law & Chancery for the  
County of Southampton: in Chancery sitting.

Yr. Orator William C. Parker humbly  
complaining sheweth unto yr. Honor, that in the  
year 1834 Mills E. Lawrence apizner of Jas Jordan  
recovered a judgement against him for the sum  
of \$293. with interest from the 1<sup>st</sup> day of March 1833  
till paid & costs \$6.37 upon which judgement a Cash.  
is at this day issued, which is now in the hands of an  
officer of the Court - Your Orator further sheweth  
that since the judgement above referred to, was  
obtained, Mills E. Lawrence has purchased various  
other claims against him, and ~~from the same~~  
~~has not been sought to be satisfied~~ <sup>which</sup> ~~some of which~~  
which have been prosecuted to judgements  
and although to one claim there was good  
security <sup>by F.C. Bond</sup> ~~the money~~ was extorted from your  
Orator by means of a Ca. Sa. rather an un-  
usual proceeding, and Ca. Sa. awarded  
in several other cases all of which have been  
satisfied, and subsequently to the obtaining  
of the judgement here first referred to. which  
Yr. Orator adduces as a circumstance in  
favor of the settlement of this first judg-  
ment - Your Orator further sheweth that  
he has a perfect recollection of having  
paid at one time more than \$150 - in part

discharge of this judgment, on which a Ca. Sa. has  
issued, which <sup>judgment</sup> is not credited for the same, but  
for which Yr. Honor has Mills E. Lawrence's  
recept. which will be produced hereafter &  
would now be furnished if he could have access  
to his papers -

Yr. Honor further sheweth that in the year  
1836 he executed his bond to Mills E. Law-  
rence for \$281.50 without security, which  
also by virtue of a Ca. Sa. has been since  
settled, and denies that he ever borrowed  
money of the said Lawrence, or had any  
other dealings with him by which he could  
have become indebted to the said Mills  
& Lawrence, unless it was in a settlement  
of claims which the said Lawrence had  
purchased against him, and therefore  
prays that the said Mills E. Lawrence  
may be made deft to this Bill, and  
specially interrogated as to the origin  
of this debt for \$281.50 & above referred to  
and Yr. Honor further sheweth that the  
final settlement of <sup>a claim Lawrence owed to his son Benjamin in 1837</sup> the said Mills  
& Lawrence admitted was an adjustment  
of all unsettled claims between himself  
and Yr. Honor.

Yr. Honor further sheweth that notwithstanding the premises, and while attending  
to his professional duties, and separated

from his papers which would enable him  
to prove a settlement of this debt certainly  
to the amount of \$150. and possibly more.  
he has been taken under a Ca. Sa. and forced  
to give a bond for Prison Bonds -

Wherefore & ~~and~~ for as much as Yr. Honor  
is without relief save by the intervention of  
a Court of Equity, he humbly prays that Yr.  
Honor ~~who~~ would disjoin all further proceedings  
upon the judgment her first referred  
to, obtained in the Circuit S. Court of <sup>truth and justice</sup> at the fall term  
1834 for \$293. with int from March 1st 1833 till paid  
& costs \$6.37, and that Mills E. Lawrence be com-  
pelled perfect and true answers to make  
to all and each of the allegations herein con-  
tained, as specifically as tho' he were spe-  
cially interrogated as to each, and that Yr.  
Honor wd. grant such other and further relief  
as the nature of the case may admit  
of & for this as in duty bound will ever  
pray & -

Atkinson  
Ridley &  
French

151.50  
124. -  
154.20  
429.70

290  
3  
17.74  
38.37  
41.37  
294.22  
335.37

1839 Aug. 22 New?

25 ber 39 - 1839

17th Nov 1839

Aug 21<sup>st</sup> 1839 This day personally appeared before me N. Miles M. Sec. <sup>well</sup> a Justice of the Peace for the county of Southampton William C. Parker and made oath that the facts as set forth in the within Bill are true according to the best of his knowledge & belief - Given under my hand and seal this day and date above written

A. M. Gillett (P. Sec.)

S. Southampton County, Va.

An Injunction is awarded the plaintiff, to restrain the Defd. Laurence and all others from further proceedings on the Judgment for \$293. in the Bill mentioned, and on the Ca. Sa. thereon - But the plaintiff is not to have the benefit of this Inj. until he shall have entered into bond with good securities, and otherwise complied with the conditions of the law in such cases, by release of error at law. -

The Clerk of S. Ct.  
Circuit Sup. Ct. of S. & Chy.

J. G. Mansar.  
Aug. 22<sup>d</sup> 1839.

Parker

2 } Ans. Mills &  
Laurence

Laurence

1810 Dec. 21

Laurence  
Parker } Oliver

Parker } The answer of <sup>C. Lawrence</sup> Mills to a bill of Injunction  
ad } on behalf of Wm. C. Parker in the circuit court  
Lawrence } of Law and Chancery for the county of  
Southampton. for answer thereto, or for so much as it may pay  
for him to answer, answers, and says that in regard to the  
claim of \$293. with Int: from the 1st day of March 1833.  
together with \$6.37<sup>cts</sup> cost. The said Lawrence denies that the  
said Parker has ever paid or satisfied the same. The said  
Lawrence replies that in regard to the receipt of \$150. which  
the said Parker has in his possession. That it was given under  
the following circumstances, to wit: That the said Parker gave  
the said Lawrence an order on the Sheriff of Greenville  
for the sum of \$150. which was never collected by the said  
Lawrence of that Sheriff. The said order was returned to Parker  
and He Parker executed his note to Lawrence for the said sum  
of \$150. with Int: He the said \$150 with Int: He made the sum  
of \$181.50<sup>cts</sup> which amount the said Lawrence acknowledges  
to have received. The said Lawrence states that Parker  
is mistaken in supposing that He executed a note to  
Lawrence in 1836 for \$281.50 It was for \$181.50. The origin  
of this debt of \$181.50 was the order on the Sheriff of Greenville  
above referred to. In regard to the settlement of the claim of Lawrence  
against James I. Bryant. The said Lawrence denies  
having said that it was a final adjustment of all claims  
against said Parker. And having answered He prays  
that the said Injunction may be dissolved and He put in  
possession of his last right. Mills & Lawrence

This day personally appears before me  
a Justice of the peace for the county of Southampton  
said C. Lawrence who made oath that the statements of the  
foregoing answer are true to the best of his knowledge  
and under my hand and seal this 21 day of Decr 1840 Law 13 (Swig V.)

Parkes

Dep: of Wm J Seball

Laurence

1841 March 16 handed in by  
Wm A Sparks. Justice of the peace  
L.R.E.

The Deposition of William D. Sebrell taken at the Office of James P. Fernald in the Town of Perussa -  
- between the hours of 9 O'clock A.M. and 3 O'clock P.M. to be read as evidence in a suit now pending in the Circuit Superior Court of Law and Chancery for the County of Southampton wherein Willard C. Parker is Plaintiff and Mills & Lawrence Defendants -

The said William D. Sebrell being duly sworn deposes and saith -

Question by Plaintiff. What directions were given by Lawrence to him the witness ~~whether~~ had an execution in favour of said Lawrence against Mr C Parker

Answer. He told me that if Mr C Parker would give him Lawrence, bond and good security such a the witness approved & that he would be satisfied; and that it would secure all the claims that he had against said Parker. And that Mr C Parker did give the bond and security required which was written by J R Edwards and signed by him as one of the securities and which by reference to the bond which was taken in satisfaction of a case I find that the bond is made payable to Mills & Lawrence for \$42.85 etc due on demand and dated the 6th day of April 1839 and which bond appears to have been transferred by Mills & Lawrence to ~~James R. Fernald~~ Owen R. Flynn

Wm D. Sebrell

March 16. 1841. The above <sup>deposition</sup> was taken before me William A. Spark a Justice of the Peace for the County of Southampton at the time and place specified - Witnesses my hand & seal

Wm A. Spark R. P. Seal  
" " 1

The deposition of Littleton R. Edwards taken at the Office of James S. French in the Town of Jerusalem County of Southampton on the 16<sup>th</sup> day of March 1841 between the hours of 9 O'clock A.M. & 3 O'clock P.M. to be used as evidence in a suit in a Court in Chancery (or injunction) depending in the Circuit Superior Court of Law & Chancery for the County of Southampton wherein William C. Parker is Plaintiff and Mills & Lawrence is Defendant. - The said Littleton R. Edwards being first duly sworn deponeeth & saith - That some time since the said Lawrence having a judgment against the said William C. Parker in the County Court of Southampton, directed this Dependant to issue a <sup>leg. sa.</sup> thereon and requested him when he delivered it to the Sheriff to tell the Sheriff that if the said Parker would execute his bond with security, such as he the Sheriff would approve of, that he, Lawrence would receive it in satisfaction of the <sup>judgment</sup> ~~debt~~ <sup>leg. sa.</sup> - This Dependant accordingly <sup>issued the leg. sa.</sup> ~~delivered~~ the said Lawrence's Message to the Sheriff. - That the subjoined copy of the leg. sa. bond are copies of the <sup>leg. sa.</sup> which he issued and of the bond which the Sheriff took in discharge of the <sup>leg. sa.</sup> This Dependant being one of the accountants to said bond - The variance between the amount of the <sup>leg. sa.</sup> and bond is explained by the fact that ~~Parker~~ <sup>Parker</sup> satisfied the Sheriff's <sup>leg. sa.</sup> bond as compensation were not included in the bond they being <sup>paid</sup> by said Parker. This Dependant was impressed with the belief that the settlement of the <sup>leg. sa.</sup> before referred to was a settlement of all claims then existing between said Lawrence & Parker, whether that impression was made on this Dependant by what Lawrence he cannot say positively <sup>said</sup> ~~the~~ <sup>he</sup> is inclined to the belief that it was - This Dependant beg leave further to state

J. Mills & Lawrence consent - That the above depositions should be taken. That is the depositions of L. R. Edwards & William L. Littleton to be read in a suit wherein Wm C. Parker is Plaintiff & ~~Lawrence~~ <sup>Lawrence</sup> is Defendant.  
March 16. 1841. Mills & Lawrence

Parker }  
vs. } note for amount  
Laurence }

April Term. 1844.

To be returned

Rich. H. Baker.

That the record in the action  
of debt on the \$251 bond,  
is to be considered a part  
of this chg. and sh. a record  
of this case be called for

R. H. B.

Parton

as

Laurence

This day this cause came on to be argued on the

Bill of the Plaintiff: answer of the Defendant. Repleading  
the exhibit marked A having been proved by proof at the bar.  
Thence, and exhibits, and was argued by Counsel

On consideration whereof the Court with advice, oral  
and written, that the injunction awarded the Plaintiff  
on the 22 day of August 1839. to restrain the Defendant  
from proceeding on an execution, of "Ca. Sa"  
in the bill mentioned, and out of the Clerk's Office  
of the Superior Court of Law and Chancery for  
County of Southampton in favour of the Defendant  
against the Plaintiff - be made perpetual  
and that the Defendant pay to the Plaintiff  
his costs of this his suit, in this behalf  
expended

Parker

v. } No. Order

Laurence

At a Circuit Superior Court of Law and Chancery held for the County of Southampton on the 8<sup>th</sup> day of April 1842-

William R Parker

against

Mills & Lawrence

Plff

Def.

This day this cause came on to be heard on the bill of the Complainant, answer of the defendant replication thereto and exhibits - the exhibit marked A. having been proved by proof at the bar and was argued by Counsel. On consideration whereof the Court doth adjudge, order and decree that, the injunction awarded the plaintiff on the 22<sup>nd</sup> day of August 1839 to enjoin the defendant from proceeding on an execution of "La Sa" in the bill mentioned, sued out of the Clerks Office of the Superior Court of Law and Chancery for the County of Southampton in favour of the defendant against the plaintiff be made perpetual and that the defendant pay to the plaintiff his costs by him in his suit in this behalf expended -

Plaintiffs costs \$24.80

Attest. Teste J R Edwards Clk

To injoin the Defendant and all others from further proceedings on  
a judgment of the Circuit Superior Court of Law & Chancery for the  
County of Southampton recovered in the year 1834 by the Defendant  
as assignee of Joseph Jordan against the plaintiff for two hundred &  
sixty three dollars, and on the plea sa therein, until the further order  
of the said <sup>Court</sup> the said plaintiff having given bond Security as the  
law directs, and filed a release of all errors at Law in the said judgment  
and proceedings-

Teste L.R. Edwards Clk

Parker

to J. S. & Lynn

Lawrence

1839 October Rules:

not returned

Wm. G. Webb depty

J. D. Magruder depty

**THE COMMONWEALTH OF VIRGINIA,**

*To the Sheriff of Southampton County, Greeting:*

We command you that you summon *Mills & Laurence*

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 *October* next, to answer a Bill in Chancery exhibited against *him* - in the said Court by -

*William C. Parker*

And unless *he* shall answer the said Bill within four months thereafter, the Court will take the same for confessed, and decree accordingly. And this *he* 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 *25<sup>th</sup>* day of *August* 183*9*, in the *64<sup>th</sup>* year of the Commonwealth.

*L. R. Edwards*

[One Copy to be delivered each Defendant.]

To injoin the defendant and all others from further proceedings on  
a judgment of the Circuit Superior Court of Law & Chancery for the  
County of Southampton recovered in the year 1834 by the Defendant  
as assignee of Joseph Jordan against the plaintiff for two hundred  
& ninety three dollars, and on the basis thereon, until the further  
order of the Court - the said plaintiff having given bond and  
security and the law directs and filed a release of all errors at  
Law in the said judgment & proceedings. Teste J.R. Edwards Clerk

c 656

Forther

vs. Joseph Jordan

Lawrence

1839 November Rules

Executed

Wm. J. Sabers Clerk  
J. W. Sabers

**THE COMMONWEALTH OF VIRGINIA,**

*To the Sheriff of Southampton County, Greeting:*

We command you that you summon *Mills & Lawrence* 

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 *November* next, to answer a Bill in Chancery exhibited against *him* in the said Court by 

*William L Parker* 

And unless *he* shall answer the said Bill within four months thereafter, the Court will take the same for confessed, and decree accordingly. And this *he* 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 *7<sup>th</sup>* day of *October* 183*9*, in the *64<sup>th</sup>* year of the Commonwealth.

*L.R. Edwards* 

[One Copy to be delivered each Defendant.]

Statement for  
Col. Parker

Parker

in {

Lawrence

Filed by Piff: Apr. 8. 1841

I have examined and the within are extracts of all the judgments  
I find rendered in the name or for the benefit of Mills & Lawrence  
against William & Parker in the County or Circuit Superior Courts

L R Edwards Clerk

Apr. 7. 1841.

Southampton Circuit Superior Court. October 30<sup>th</sup> 1834

Mills & Lawrence vs. Do: Jordan

v:

William C Parker -

Judgment for the sum of \$293. with Interest from the 1<sup>st</sup> day March 1833 till paid & Costs \$6.37 cents.

Southampton Circuit Superior Court. December 20<sup>th</sup> 1838.

John B Lawrence vs. Do: for M. E. Lawrence

Wm C Parker & Saml D Morris

Judgment for the sum of \$135.07 cents with Int from 18<sup>th</sup> day of July 1833 till paid & Costs \$7.63 cts  
Or for Int. to December 16<sup>th</sup> 1834.

Southampton County Court. November 1837 -

Mills & Lawrence vs. Do: Bryant

v:

William C Parker -

Judgment for the sum of \$120. with Int from 23<sup>rd</sup> January 1835 till paid & Costs \$4.84 cts. Or for \$11.39 for paid 10 February 1835.

Mills & Lawrence

v:

William C Parker

Judgment for the sum of \$281.50 with Int. from the 18<sup>th</sup> July 1836 till paid & Costs \$4.84 cents.

Extracts

JR Edwards etc

August 12, 1840

I give to my son, I the tract of land  
I have been of to him and his heirs  
forever, but in case he should die  
I should have of my son's son  
near to the tract the subject:

Barker  
34

Lawrence

Filed by Pitt County

Aug: 12/1840.

Mills, E. Lawrence

Shff Greenville  
To 30000

Mills & Lawrence

\$ 150.00

157.50  
124  
281.50

Parker

= }

Lawrence

Filed by Peff Leonard  
Aug. 12/1840.

The Sheriff of Greenville who pays  
to Mills Lawrence or order my allow-  
ance as attorney for the common  
wealth in the County Court of  
Greenville up to June last 1835  
amounting to one hundred and  
fifty dollars

Wm C Parker

Feb'y 16 1835

Parker }  
vs }  
Lawrence }

Notes of Puffs counsel -

Parker  
vs  
Lawrence } Deposition - in Southampton Sup. Court.  
} Notes of P<sup>l</sup>ff counsel -

<sup>1<sup>st</sup></sup>  
The exon issued is for \$293 - with int from 1 March 1833. with  
\$6.37 - (upon judgmt of Oct 30. 1834 =

2<sup>d</sup> P<sup>l</sup>ff says this debt has been wholly paid - Is  
this true? It is -

See exhibit (A) which is a receipt  
dated 16. Feb 1835. for \$154.20 - in part of this  
judgment - Then an order of same day exactly  
on the sheriff of Greenville for \$150 = This order tho'  
it will be said was returned to Col. Parker and was  
in his possession - true; but this order was paid  
by Col. P. and some other am<sup>t</sup> with it at the  
same time by the execution of Parker's bond to  
Lawrence for \$281.50 on 18. July 1836 -  
In the <sup>calculating</sup> figures on the back of this receipt, and  
the amount of \$281.50, the exact am<sup>t</sup> of this  
bond - (which has since been recovered by Lawrence)  
These figures are in the hand writing of Law-  
rence - This order belonged to Lawrence until he  
returned to Col Parker, and when he did  
return it, he left his figures upon it (\$281.50 -)  
and took his (Parker's) bond for this very am<sup>t</sup>.  
Is not this conclusive. It is submitted  
if the injunction must not ~~be~~ <sup>be</sup> petuished!

It may also be added, that Lawrence recovered of  
Parker various amounts after this first judgment.  
Now why recover and enforce subsequent debts  
and leave a prior one unpaid?

It may further be added, that he (Lawrence) admitted  
a final settlement with Parker in 1835 - See  
10<sup>th</sup> Chaabrell's deposition -

Notes

mes. to dipolue  
overrules.  
RHB

|                          |          |
|--------------------------|----------|
| Note by Lawrence counsel |          |
| Amount of judgment       | 293.00   |
| Int to 16 to July 1935   | 34.43    |
| Costs                    | 6.37     |
|                          | <hr/>    |
|                          | 333.80   |
| Paid on 16 to July 1935  | 154.20   |
|                          | <hr/>    |
|                          | \$179.60 |

This note is part of the judgment must have been given for the order of Ch. Parker on the same day although the amounts differ \$4.20, then since the net would have been for \$304.20 even that would not have paid the judgment the balance would have been \$29.60. If more than \$154.20 was ever paid why is it not shown, for if the execution of a new note was intended as a payment a net ought to have been given Lawrence is willing the injunction should be perpetual as to the sum of \$154.20 but as that it be dissolved as to the balance

R. H. Day

Ints

no. to deposit  
12/12/35

At October Court 1834 Mills J. Lawrence a friend  
of Joseph Ford an recovered judgment against  
Wm. C. Parker for ~~\_\_\_\_\_~~ \$293.00  
with interest from March 1<sup>st</sup> 1833 till paid -

Costs - 6.37

To pay this amt Col. Parker \$299.37

Paid in money on the 16<sup>th</sup> of Feb 1835 \$154.20

See Lawrence's Receipt for same marked A

On the same day Parker gave Lawrence  
~~an order~~ ~~a receipt~~ for \$150. on the shff of Greenville \$150.00

See order on shff marked B -

These two amts make \$304.20 and Lawrence  
does not pretend that he had any other claim  
against Parker at this time - The order drawn  
on the Shff of Greenville was taken back  
by Parker who executed his note to Lawrence  
for the \$150 and in making as Lawrence says  
\$181.50 which Lawrence admits he received

His receipt shows that before that he had recd  
\$154.20 - so that he received \$181.50 and 154.20 in  
satisfaction of his original judgment for \$293.00  
and after doing this takes out a ca-se on the  
original judgment for \$293.00, which was  
injoined, and which injunction is sought  
to be perpetuated - Lawrence's Receipt for  
\$154.20 can be proved if proof be required -

That is proof of hand writing - The records of the  
Court show that Lawrence after the settlement  
of this matter, harassed Parker with ca-ses, and yet  
while he was thus coerced to pay time after time, this case  
was supposed to sleep until about Aug 1839 when  
it was first trumped up - See Sup of Wm.  
J. Schull -

Remor

2 Macdonald

Ch. li 426



The admission of *voce voce* at the hearing admitted  
as a few <sup>not</sup> cards such as proving a deed or a voucher  
referred to in the case, Story's, equity 18th refers to  
1 Madelerichanery practice, 330-301 Higgins  
settles to the People's, refers 287 2 cases,  
chanery practice 441 to 446 -