

1843-010 SOUTHAMPTON COUNTY
CHANCERY PAPERS

BARHAM VS. LAND'S EXECUTOR

S/1843

other surnames: Rochelle

Bucham {
 vs { Bill of
 Lands & Co { Injunction

1842 Sep. Inj. granted &c
 " Sep 27 bond security given
 Hpa. sp.

1843 May Inj. dissolved till Sep.
 with costs &c

lck.	\$2.00
Law	3.00
	7.00

Fr. fa. sp.

To the worshipful County Court of Southampton
Sitting in Chancery -

Humbly complaining sheweth unto your
worships, Your Complainant Samuel Barham
that sometime since one William L. Rochelle
of the County of Southampton died seized of real
estate in said County, which at his death was accord-
ing to Law divided as follows, One third to the widow
and the other two thirds was subdivided into three
lots of One hundred acres each, one of which was
assigned to Robert Rochelle in his own right, one to
Nathaniel Land in right of his wife and the other
third to the heirs of Nathaniel Rochelle in right of
their father - That after said partition your
Complainant purchased of sd N. Land his lot
agreeing to pay therefor \$300; and executed to said
Land three bonds of equal amount, that he has since
paid off the Bond first due; and now refuses to pay
off the other two bonds for the reasons herein after
set forth; That of the three hundred acres
subdivided between the heirs of William L. Rochelle
it appears from the records of Southampton County
Court that the title to ninety acres (part thereof)
is vested in one William H. Briggs, there being
nothing of record to shew any title in William L. Rochelle
or those claiming under him; that part of said
ninety acres, is embraced in Nat Land's lot, the lot
now held by your Complainant, Your Complainant
avows that the remainder of sd ninety acres are
embraced in the lot assigned to Robert Rochelle,
That under these circumstances he is unwilling
to pay for said land till the title is perfected
He furthermore avows that in consequence of this
discovery relative to the ninety acres. a redivision
of sd Wm L. Rochelle's lands will have to be made

as as to equalize the interest of the legatees, that in that
went your Complainant as the representative of
Nath Land may have a different lot than the
one he purchased assigned to him, which he positively
objects to, as he purchased the one hundred acres
allotted to sd Nath in consequence of its location
and other advantages, and further if no redemption
should take place he is obliged to lose all that
part of the ninety acres embraced in his lot.
~~My~~ Complainant further sheweth, that since
his refusal to pay, ~~suit~~ has been instituted
by John Land Executor of Nathaniel Land died
on the second bond due, and judgement has
been granted him by the County Court of Southampton
upon which judgement an execution has been
sued out & levied on the property of your Compt
That ~~the~~ reply said property your Compt
has been obliged to execute to the Sheriff a
forthcoming or delivery bond, which is now held
by the Sheriff - In tender consideration of the
premises and for as much as your Compt
is remediless at law and only relievable in
Chancery where matters of this kind are alone
cognizable; to the end that he may obtain relief
in the premises, he prays your worship to enjoin
all further proceedings upon said bond, till his
title to said land is perfected or he is otherwise
made secure, he further prays that the Commonwealth
with of ~~spec~~ may be awarded commanding John Land
& Co of N Land and to answer this bill on oath - and
he further asks such other general & special
relief in the premises as may be consonant to
justice and the rules of the Court and he
will ever pray &c R & G. for Compt.

Southampton County to wit.

This day Samuel Barham
personally appeared before me, a (J.P.) for the County
aforesaid, and made oath, that the allegations in
the foregoing bill contained, are true to the best
of his knowledge and belief, Given under my
hand and seal of office this 19th day of Sept. 1842.
H. J. Smith J.P.

To the worshipful County Court of Southampton sitting in Chancery.

Humbly complaining sheweth unto your worships, your Complainant Samuel Barkham that some time since one William L Rochelle of the County of Southampton died seized of real estate in said County, which at his death was according to Law divided as follows. One third to the widow and the other two thirds was subdivided into three lots of one hundred acres each, one of which was assigned to Robert Rochelle in his own right, One to Nathaniel Land in right of his wife and the other third to the heirs of Nathaniel Rochelle in right of their father - That after said partition, your Complainant purchased of said Nat. Land his lot agreeing to pay therefor \$300 and executed to said Land three bonds of equal amounts, that he has since paid off the bond first due: and now refuses to pay off the other two bonds for the reason herein after set forth; That of the three hundred acres subdivided between the heirs of William L Rochelle it appears from the record of Southampton County Court that the title to ninety acres (part thereof) is vested in one William St Briggs, there being nothing of record to shew any title in William L Rochelle or those claiming under him; That part of said ninety acres, is embraced in Nat. Land's lot, the lot now held by your Complainant. Your Complainant avers that the remainder of 90 ninety - acres are embraced in the lot assigned to Robert Rochelle that under these circumstances he is unwilling to pay for said land till the title is perfected. he furthermore avers that in consequence of this discovery relative to the ninety acres, a redivision of 90 Wm L Rochelle's lands will have to be made so as to equalize the interests of the legates, that in that event your Complainant as the representative of Nat. Land may have a different lot than the one he purchased assigned to him, which he positively objects to, as he purchased the one hundred acres allotted to 90 Nat. Land in consequence of its location and other advantages, & further if no redivision should take place he is obliged to lose all that part of the ninety acres embraced in his lot. Your Complainant further sheweth, that since his refusal to pay, suit has been instituted by John Land Exor. of Nat. Land decd. on the second bond due, and judgement has been granted him by the County Court of Southampton upon which judgement an Execution has been sued out and levied on the property of your Complainant, that to satisfy said property your Complainant has been obliged to execute to the Sheriff a forthcoming or delivery bond, which is now held by the Sheriff - In tender - consideration of the premises and for as much as your Complt. is remediless at law and only relivable in Chancery where matters of this kind are alone cognizable. To the end that he may obtain relief in the premises, he prays your worships to enjoin all further proceedings upon said bond, till his title to said lands is perfected - or he is otherwise made secure, he further prays that

that the Commonwealth writ of *Sp.* may be awarded commanding John Land Esq.
of N. Land died to answer this bill on oath and he further asks such other general and
Special relief in the premises as may be consonant to justice and the rules of the Court and
he will ever pray &c. R & S for Compts

Southampton County to wit:

This day Samuel Barkham personally appeared before me a *Cl.*
for the County aforesaid and made oath, that the allegations in the foregoing bill
contained, are true to the best of his knowledge and belief. Given under my hand and seal
of Office this 19th day of Sept 1842 *H. J. Smith Notary*

This Indenture made and entered into this 13th day of October in the ^{year} of Christ Eighteen
hundred and thirty seven, between Nathaniel D Land and Mary H Land of the County
of Sussex and Samuel Barkham of the County of Southampton and all of the State of
Virginia. Witnesseth that the said Nathaniel D Land and Mary H Land his wife
for and in consideration of the sum of two hundred dollars and cents lawful money
of Virginia to them in hand paid, the receipt whereof they do hereby acknowledge they
the said Nathaniel D Land and Mary H Land his wife, have granted bargained
and sold and by this indenture do grant bargain and sell alien enfeof and confirm
unto the said Samuel Barkham and to his heirs and assigns forever one certain tract
or parcel of land lying and being in the County of Southampton containing one
hundred acres be the same more or less and bounded North by the lands belonging
to the heirs of Nathaniel Rockelle East by the lands of Robert Rockelle South by the
Lands of Samuel Barkham and west by the lands of John M Williamson - To
have and to hold the above granted premises with all and singular the
appertinances there unto belonging or in any wise appertaining to the only proper
use and behoof of him the said Samuel Barkham and to his heirs and assigns
forever. And the said Nathaniel D Land and Mary H Land his wife do further
covenant and agree to and with the said Samuel Barkham that this present deed
of bargain and sale shall be to him the said Samuel Barkham and to his heirs
and assigns forever a good and sufficient warranty against them their heirs &
assigns, and all claiming by thru or under them as well as against the right
title claim and demands of all and every other person or persons who so ever -
In witness whereof the said Nathaniel D Land and Mary H Land his wife have
hereunto set their hands and seals the day and first above written

Signed sealed and delivered
in the presence of

Nath. D Land *Seal*
Mary H Land *Seal*

Sussex County I.C.

We William Briggs and Thomas D. Brown Justices of the peace for the County aforesaid and
State of Virginia do hereby certify that Mary H Land the wife of Nathaniel D Land parties
to a certain deed bearing date the 13th day of October eighteen hundred and thirty seven &
hereto annexed, personally appeared before us in our County aforesaid and being examined
by us privily and apart from her husband and having the deed aforesaid fully explained to
her. She, the said Mary H Land acknowledged the same to be her act and deed, declared
that she had willingly signed, sealed & delivered the same & that she wished not to
retract it. Given under our hands and seals this 13th day of October 1837

William Briggs *JP*
Thomas D. Brown *JP*

Southampton County In the Clerk's Office the 19th day of February 1838.

This Indenture was acknowledged by Nathaniel D Land a party thereto to be his act
and deed and, with the Certificate annexed of the privy examination and acknowledgment
of his wife, admitted to record. And at a Court held for the said County the 19th day of March
1838 the said Indenture was entered upon the proceedings of the day

Test L. R. Edwards *Clk*
A Copy Test L. R. Edwards *Clk*

Barham

v } Answer

Lands End

1842 November 21st

To the worshipful the County Court of Southampton
in ~~Law~~ Chancery sitting

The answer of John N Sand ex^{or} of Nathaniel D. Sandlee,
to a bill of Injunction exhibited to your worship by Samuel
Barham of the County of Southampton against this
Respondent -

Your Respondent saving and reserving all benefit of
exceptions to the said Bill, for want of equity appa-
rent on its face and for other causes, for answer
proceeds to say that he admits that Messrs L. Rochelle
departed this life sometime since possessed of real estate
and that it was divided as stated in the Plaintiff's Bill,
that Nathaniel D. Sand and wife sold their share to the
complainant for the sum stated in the Bill, & he
executed three bonds and that he has paid off the first
and a judgement has been obtained against him for
the second bond and that your worship have enjoined
the proceedings to collect the money. Your Respondent
says he knows nothing of the 90 Acres of land stated
by the Plaintiff in his Bill, belonging to a certain
Messrs Briggs, and thinks it would have been better for
the Plaintiff to have paid the purchase money, as he
has a deed from Nathaniel D. Sand and wife for the land
purchased of him and possession of the said land,
he also says that the title to the said land has not been
disturbed. A copy of the deed from Nathaniel D. Sand and wife
is herewith exhibited as a part of this answer marked A.
Your Respondent thinks that the Plaintiff must
first be deprived of his legal right to the land purchased
by him from Nathaniel D. Sand and wife, before he can
have any remedy in a Court of Equity, and submits to
the Court whether the Plaintiff's Bill has equity on
its face and asks the Court to dissolve the injunction
so that he may collect his money, and when the Plain-
tiff is deprived of his possession & deed he will then
have his remedy against the estate of Nathaniel D. Sand
and wife, and having answered the Bill so far as it is
material for him to answer he says ~~it to be~~ ^{there} ~~stated~~

with his costs &

John N. Sand

Simple

~~Simple~~

Sundry Grunts to wit

This day John N. Sand personally appeared before me a justice of the peace in the Grunts aforesaid and made oath that the matters and things contained in the foregoing answer are true. Given under my hand this 12th day of November 1842

J. H. Carter

Simple & 5

Answer of -
John N. Sand Esq.
to Depositions
of Chas. B. Hill

To injoin the defendant his agent, attornies and all others from all further proceedings upon a judgment of the County Court of Southampton recovered by him against the plaintiff on the 20th day of June 1842 for One hundred dollars with legal interest from the 23rd day of December 1838 till paid & costs until the further order of the Court the plaintiff having given bond with security and filed a release of all errors at Law

Teste L.R. Edwards *clerk*

10.56

Warham

to } Sp. & Supm

Lunds Court

1842 & Number 146

not paid

Wm. F. Green agent of
Wm. F. Green agent of

THE COMMONWEALTH OF VIRGINIA;

To the Sheriff of Southampton County, Greeting:

We command you that you summon

*John A Sand executor of Nathaniel
D Sand decd.*

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 *Samuel Warham*

And unless *he* shall answer the said Bill within ^{*two*} ~~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 *27* day of
September 1842, in the *16* year of the Commonwealth.

L R Edwards

[One Copy to be delivered each Defendant.]

Barkum

to } Injm: bond

Land's End

rather stop Int on some
of our debts

Know all men by these presents that we Samuel Barham and Charles
W Barham are held and firmly bound unto John N Land Execu-
tor of Nathaniel D Land dec^d in the just and full sum of Two hundred and
fifty seven dollars & sixty cents. — to be paid unto the said John N Land
Exor. as aforesaid his certain attorney his Exor. administrators or assigns. to the payment
whereof we bind ourselves our heirs Exor. and administrators jointly severally firmly by
these presents. Sealed with our seals & dated this 27 day of September 1842.

The Condition of the above obligation is such that whereas the above bound Samuel
Barham hath obtained from the County Court of Southampton an injunction to
stay until the further order of the said Court all further proceedings on a
judgment of the said County Court recovered against him by the above named John N
Land Executor of Nathaniel D Land on the 20th day of June 1842
for One hundred dollars with legal Interest from 25th December 1838 till paid
Heats. Now if the said Samuel Barham shall well and truly pay and satisfy
the judgment aforesaid and also all such costs as shall be awarded against him and
all such damages as shall be incurred by him in case the injunction aforesaid
shall be dissolved then the above obligation to be void or else to remain in full force
and virtue.

Sam^l Barham

Charles W. Barham

Charles

Seal

Seal

I Samuel Barham in consideration of the terms upon which an injunction has been
granted me to a judgment of the County Court of Southampton recovered against me
by John N Land Exor. of Nathaniel D Land dec^d on the 20th day of June 1842
do hereby release all and every error or errors at Law in the said judgment and
proceedings. Given under our hands and seals this 27th day of September 1842.

Sam Barham

Seal