

1873-121

SOUTHAMPTON COUNTY
CHANCERY PAPERS

GRIFFIN VS. JOHNSTON

4/1873

other surnames: Johnson

Griffin
to } Stat. Rules

Johnson

In Southampton County Court.

Thomas Griffin
against
J W Johnson

1872 July 9 Summons issued
" Aug R. Bill filed D. Nisi vs. Deft
" Sep " Bill taken for confs. Cause set for hearing &c
" " Cr. Decree for sale

1873 Jan " Decree amended for sale

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Griffin
as Bill
Johnson

1892 Aug. Rules

To the Honorable Joseph H. Waggoner
Judge of the county Court of Southampton
in chancery sitting

Humbly complaining your Orator
Thomas Griffin sheweth unto your
Honor that on the 25th of December
1870 he sold to J. W. Johnson a certain
Grist Mill lying and situated in Sussex
County for the sum of five hundred
dollars on the following terms to wit
one hundred dollars cash and the
balance in two annual instalments
of two hundred on the 25th of December
1871 and two hundred dollars on
the 25th of December 1872 and that
the said Johnson paid him the
hundred dollars cash that he placed
him in possession of the said mill
which he has held ever since and
wishes to make him a due notice
when he paid the whole amount
and that on failure to meet any
of the payments the said mill
must either be returned or sold
to meet the deferred payments
your orator alleges this to be the
agreement as well as he remembers
and is confident he is substantially
correct there was a written
agreement drawn up by J. D. Thomson
and signed by the parties but this
has been lost your Orator states

that the second payment of two
hundred dollars has been due now
some eighteen months and although
Mr Johnson has been often requested
to pay the same he refuses to do so
although he has been enjoying the
rents and profits of the said mill
all the time and refuses to return
the property to your orator & therefore
he is constrained to seek the aid
of a court of equity to secure his
rights.

In tender consideration whereof
and inasmuch as your orator is without
relief at law and only entitled to full
relief in a court of equity where
such matters are peculiarly cognizable
he therefore prays that J. W. Johnson
may be made a party defendant
to this bill that the court would
compel him as full and perfect
answer make to the allegations
therein contained as if he had been
therein sworn fully and specially
interrogated. And that unless the said
J. W. Johnson shall in some reasonable
time pay to your orator the two
hundred dollars due at this time
then that the court would direct a
sale of the said mill for the
purpose of paying your orator all
the money which now may be
due him on the said sale and

that if there should be any money
over that it may go to J. W. Johnson
and that there should be no lien
against him for any
deficiency and that the court would
grant such other relief as
whenever the court may deem as
equity may dictate and the nature
of his case may require and
in such bond your orator will
ever pray.

Charles Arnold

Griffin
to } Copy Bill

Johnston

To the Honorable Joseph W. Ingubart judge of the County Court
of Southampton in chancery sitting

Humbly complaining your Orator Thomas Griffin sheweth
unto your Honor that on the 25 of December 1870. he sold
to J. W. Johnson a certain Grist Mill lying and situated in Sussex
County for the sum of five hundred dollars on the following terms
to wit one hundred dollars cash and the balance in two annual
~~installments~~ ~~payments~~ two hundred on the 25th of December 1871 and two
hundred dollars on the 25 of December 1872 and that the said
Johnson paid him the hundred dollars cash that he placed him
in possession of the said mill which he has held ever since and
was to make him a deed when he paid the whole amount and
that on failure to meet any of the payments the said Mill
must either be returned or sold to meet the ~~defunct~~ ^{defunct} deferred
payments Your Orator ~~alleges~~ ^{alleges} this to be the agreement
as well as he remembers and is confident he is substantially
correct there was a written agreement drawn up by J. D. Thornton
and signed by the parties but that has been lost. Your
Orator states that the second payment of two hundred dollars
has been due now some eighteen months and although Mr Johnson
has been often requested ^{to} ~~the~~ pay the same he refuses to do so
although he has been enjoying the rents and profits of the said
mill all the time and refuses to return the profits to your
Orator wherefore he is constrained to seek the aid of ~~the~~ a
Court of equity to secure his rights

In Tender Consideration whereof and inasmuch as your Orator
without relief at law and only entitled to full relief in
a Court of Equity where such matters are peculiarly
cognizable he therefore prays that J. W. Johnson ^{may be} made
a party defendant to this bill that the Court would
compel him as full and perfect answer make to the allegations
therein contained as if he had been therein more fully
and specially interrogated and that unless the said

J. W. Johnston shall in some reasonable time pay
to your orator the two hundred dollars due ~~at~~ ^{at} this time
that the Court would direct a sale of the said
Mill for the purpose of paying your Orator all the money
which now may be due him on the said sale and that if
there should be any money over that it may go to J. W.
Johnston and that the Court would decree against him
for any deficiency and that the Court would
grant such other and general relief the premises considered
as equity may dictate and the nature of his case may
require and as in duty bound your Orator will ever pray
etc.

{ Shands & Arnold for }
" "

Griffin
or 3 Diem
Johnson

To be entered
Jury at Judge
September Term
1872

Griffin
vs 3 Decree
Johnson

This day this cause came on to be heard on the plaintiffs bill taken for confessed as to the defendant J. W. Johnson and was argued by counsel on consideration whereof the court doth adjudge, order and decree that unless the said J. W. Johnson shall on or before the ~~25th of December~~ ^{25th of December} 1872 pay to Thomas Griffin the sum of four hundred dollars then the sheriff of Supes. after having given at least twenty days notice by public advertisement at the court house of Supes. County and at least two places in the vicinity proceed to sell at Supes. Court house on some county court day at public auction to the highest bidder a certain grist mill lying in Supes. county now in the possession of J. W. Johnson on the following terms one half cash balance in twelve months taking from the purchaser bond with approved security, carrying interest from the day of sale retaining the title until the further order of court and report his proceedings along with the bond to this court in order to a further order

Giffen

vs 3 Dene

Johnson

To be entered

J. W. Wright

Judge

Griffin
vs 3 Deems
Johnson

This day this cause came on again to be heard on the papers formerly read and was argued by counsel On consideration whereof the court doth adjudge order and decree that the decree entered at the September term 1872 of this court be amended as follows that the sheriff of Southampton County after having advertised at least twenty days at the court house and at two public places near the mill propose to sell at public auction at Jerusalem on some county court day a certain grist mill lying in Sussex county now in the possession of R. T. Johnson on the following terms to wit for enough cash to pay the costs of this suit and four hundred dollars in cash and the balance of the purchase money on a credit of twelve months Taking from the purchaser ^{carrying six per cent interest from date} bond with approved security and retaining the title until the further order of this court and after paying the costs of this suit pay to Thomas Griffin the sum of four hundred dollars and report the bond with his other proceedings to court in order to a further decree

Souhampton County Court, January Term 1873,

Thomas Griffin

Plaintiff

against

D. W. Johnson

Defendant

In Chancery

This day this cause came on again to be heard on the papers formerly
read and was argued by Counsel on consideration whereof the Court doth
adjudge order and decree That the decree entered at the September Term
1872 of this Court be amended as follows That the sheriff of Souhampton
County after having advertised at least twenty days at the Court
house and at two public places near the mill proceed to sell at
public auction at Jerusalem on some County Court day a certain
grist Mill lying in Sussex County now in the possession of R. D.
Johnson on the following terms to wit: for enough cash to pay the costs
of this suit and four hundred dollars in cash and the balance of the pur-
chase money on a credit of twelve months taking from the purchase
land with approved security carrying six per cent interest from date and
retaining the title until the further order of the Court and after paying the
costs of this suit pay to Thomas Griffin the sum of four hundred dollars
and report the land with his other proceedings to Court in order to a further
decree.

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Law &

16.00 \$21.72

Teste. J. R. Edwards, Ck

Griffin
v } Copy Secord
Johnson

Edw. Macdonald
1401

Griffin
or 3 Decm

Johnson

April Term 1873. -

To be Endorsed

Wm. H. Whart
Judge

Griffin
vs 3, Deane
Johnson

This day this cause came on again to be heard on the papers formerly read and the report of Mr H Briggs sheriff and commissioners appointed to see the water first mill in the occupancy being in dispute and to which report no exceptions have been filed and was agreed by counsel. On consideration whereof the court doth adjudge order and decree that the said report be confirmed and it further appearing to the court that there is nothing further to be done in this cause the court doth order the same to be removed from the docket.

The Commonwealth of Virginia

To the Sheriff of Southampton County, Greeting:

WE COMMAND YOU to summon

T. W. Johnson

if *he* be found within your bailiwick, to appear at the Clerk's Office of our *County*
Court of Southampton County, 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 him in
our said Court by Thomas Griffin

And have then there this writ. Witness, *G. R. Edwards*
~~OSWIN WHITE~~, Clerk of our said Court, at the Court-
house, this *9th* day of *July* A., D., 1872. in the *97* year of
the Commonwealth.

G. R. Edwards

Executed 22nd day of July 1872

Attest
J. H. Holt
Att'y

Griffin
v } Sum. Chy
Johnson

1872 August Rules

Griffin
vs. { Reports
Johnson

In obedience to a Decree of the
County Court of Southampton County
in the Chancery suit of Thomas
Griffin against E. W. Johnson. I adver-
tised the Water Grift Mill lying
in Sussex County, and sold the same
to the highest bidder in the Town
of Jerusalem at the 3^d Monday in
March 1873, and at the sale so
made, Charles N. Nicholson became
the Purchaser by bidding therefor
the sum of Four Hundred & one
dollars; and the said Charles
N. Nicholson paid the whole
Amount in Cash; and ^{out} of said
Amount I paid Cost as follows.
Clerk's fees \$7.72. Lawyer \$16. Auction-
eer \$2. & my Commissions \$13. &
\$3.00 for advertising - Making
in all \$45.72 & leaving a balance
in my hands of \$355.28 which
balance I have paid to Wm. D. Shands,
Atty, and took his receipt, which
is herewith returned, with this Report,
I have also executed to the said Chas.
N. Nicholson a Deed for said Grift
Mill with special Warranty.

April 21st 1873 W. W. Briggs Comr.

Rec^d March 18th 1873 of W^m Briggs Sheriff
& Commissioner in the Chancery Suit of Thomas
Griffin against R. T. Johnson Charles Nicholas
bond for \$251.00 and a check on Bank & Co
for one hundred & twenty three & 80/100
dollars in full of Net Sales of Mill belong-
ing to said R. T. Johnson.

W^m B. Shandas
attorney for Thomas Griffin