

1810-013 Chancery Causes. Britton Britt vs Joseph Denson

Isle of Wight County

other surnames: Fowler, Obrey,  
Lowe, Pope

with Costs - I make any other or further Order or  
decree in the premises, for ~~Aggravation~~ Order relief as may  
Comport with justice: may it please the Court to award  
the Commonwealths writs of Subp<sup>a</sup> &c

Sworn to in open court of 11<sup>th</sup> Augt.  
1809  
N. Young Clk.

Barlin for Compt<sup>r</sup>

Brett }  
vs } Bill of  
Denson } Injunction

Aug. 1809 Bill filed

after Denson and your Orator parted from Obey, ~~your~~  
~~Orator intimated to Denson that he had better sue on~~  
~~the obligation in answer to which~~ Denson said it would  
be a pity to sue him now as he was in a <sup>and it would distress him</sup> thriving way.  
Your Orator then told him ~~Mr~~ Denson you know Mr Orays  
Circumstances I do not - if you can trust him, so that  
I am safe, ~~I can not have long~~ you trust him. Under  
these assurances of Denson, his silence when Obey spent  
the payment of twenty dollars, your Orator rested himself  
easy, under the impression that Denson considered himself  
contented with the responsibility of Obey, without your Orator  
and that the aforesaid twenty dollars had been paid.  
Some time after that Obey died intestate  
and as your <sup>Orator</sup> has been informed Denson sold off all his estate  
without administration; under pretence that he held a certain  
bill of sale for all or a principal part of it; but, as your  
Orator is further informed, the bill of sale so held by Denson  
was an old one, comprehending ~~for~~ principally, other property  
than that which was held by Obey at the time of his death &  
afterwards sold by Denson, <sup>and moreover that little remained due to Denson on bill of sale</sup> and that the bond on which  
your Orator was security, was the only one due by Obey  
when he died, and further that there has never been any  
administration on the estate. - Your Orator further states  
that notwithstanding the premises herein stated, the said  
Denson regardless of the real justice and equity of the case  
has lately put the bond in suit against your Orator and  
as these facts could not be pleaded at Common Law, your  
Orator disclaiming a dilatory plea, suffered judgement

to go by default, looking forward to this worshipfull Court for  
redress. - In tender consideration whereof and forasmuch as your  
Orator is only and properly releivable in this Court of Equity, your  
Orator prays that said Judgement be enjoined until the further  
Order of this - That said Denson be made a defendant to this  
bill of Complaint - and on oath or solemn affirmation, full,  
true and perfect answer make to all and singular the  
allegations it contains, and that as fully as tho<sup>tho</sup> they were  
herein again repeated and be thereunto Specially interrogated;  
but more especially that he answer and say, whether he did  
not persuade your Orator that it would be best not to sue at  
that time? - whether, before that, your Orator did not request him to  
bring suit? whether Obey did not repeatedly assert in the presence  
of him & your Orator ~~repeatedly~~ that he had paid \$20 - of the  
said bond, which he (Denson) did not deny? - whether he did  
not sell the estate of Obey without administration? Why, and  
by what authority, he did so? and if, by virtue of a bill  
of sale, what was the consideration for which it was executed? -  
how much had been paid towards it? How much remained  
due at Obey's death? - What articles <sup>did it</sup> contain? - What  
date did it bear? , by whom written & by whom <sup>was it</sup> attested? -  
What articles did he sell of the estate of Obey, to whom &  
for how much? - Has he the bill of sale relied on? if so prod  
uce it? - Has he the account of sales of the estate? if so produce  
it - And whether in short Obey was justly indebted to him  
at all - at the time of his death. Your Orator lastly  
prays your honours - to perpetuate the injunction ~~and~~

To the worshipfull Court of Isle of Wight in Chancery  
Sitting, Humbly Complaining Sheweth unto the Court  
your Orator Britton Britt<sup>that</sup> about the year 1796. he  
became security with one Titus Fowler, in an obligation  
made payable to \_\_\_\_\_ for  
one Samuel Obrey, for ~~four barrels corn~~ twenty four  
dollars, the price of four barrels corn, purchased by the  
said Obrey at the sale of the estate of one Levi Lowe.  
That about four or five years past - Joseph Denson applied  
to your Orator informing him that he (Denson) was then  
in possession of the bond, and, on inquiry made by  
your Orator, Denson further informed him that  
Obrey lived at that time with him (Denson) and  
that he was in thriving circumstances. Your orator  
shortly after that conversation went to Denson's house &  
conversed with Obrey & Denson together on the subject. -  
That then Obrey appeared to be displeased at Denson for  
having applied to your Orator, declaring at the same  
time repeatedly that he had paid twenty dollars out  
of the twenty four dollars and that he had plenty of  
property to pay all his debts which he most assuredly would  
pay; During this conversation Denson never once offered  
to deny what Obrey asserted, but on the contrary by his  
silence fairly induced your Orator to consider him (Denson)  
as assenting to the truth of the assertions so made. -

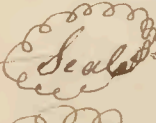
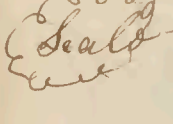
Know all men by these presents that we Britton Britt & John Barber  
<sup>exor. of J. H. Lowe</sup> are held and firmly bound unto Joseph Denison  
apex of Hardy Pope who was a free of this law in the sum of — Twenty eight pounds sixteen  
Shillings — — — — — Sixty — money of Virginia to which payment will  
and truly to be made we bind ourselves our heirs executors and administrators joint  
ly and severally firmly by these presents sealed with seals and dated this 4<sup>th</sup> day of  
June 1810 — — — — —

The condition of the above obligation is such that — whereas the said Joseph Denison  
apex. &c. — — — — — hath obtained Judgement at common

against the said Britton Britt — — — — — in the county court of Schofield  
and cos. — and the said Britton Britt  
has obtained an injunction to stay the execution of the said Judgement — until  
hearing the matter in equity upon a bill filed for that purpose if therefore the said  
Britton Britt — — — — — shall satisfy and pay the said —

Judgement at Law and all cost and damages that shall be awarded to the  
Joseph Denison — — — — — in case the said injunction shall be dissolved  
that then the above obligation to be void else to remain in full force and virtue

signed and sealed  
in presence of  
David Dick  
— — — — —

Britton Britt   
John Barber 

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