

1816-045

Chancery Cause: Mallory Todd vs Solomon Deews & ux, Elizabeth Chapman & al

Isle of Wight County

other surnames: Cutchin
Scutchens

your courtship will decree by a trustee in said
trust to be appointed a sale of the said mortgage
premises on due legal notice of the time place
of such sale - for so much cash as shall
be found by 2. trustee suff. to discharge the
mortg. & int. then due on the 1st diff. and
also for defraying all the necessary expenses
attendant on the full execution of such decree
& the residue on a credit of twelve months
to be paid over to the said defunct as the
trust at law of 1st Accident. Lewis Chapman
and that your courtship make such other further
order in the decree as may comport with
equity & the nature of his case.

Wm. J. Conroy

Test

at Springfield, Mass. 18th Nov. 1880

Chapman & Co

March 22nd 1881

Charles J. Smith

Filed in Chapman's
May 4th 1881
J. W.

that maybe then see, ~~the said~~ to sell by Auction or
otherwise for immediate payment all or so much of
the said mentioned land & premises with their appur-
-tances, as may shall be necessary for the purpose of
discharge of the said debt & to be applying
the necessary expenses attendant the said sale
& proceeds - to apply such proceeds accordingly, to
the purpose, to execute & discharge the purchase or
purchase thereof, such due deeds or other writings
as may be necessary, & requisite to convey & assure
a complete right title to the same, unto him
or them so purchasing - and your order in
consideration of said ^{consideration} ~~apportioned~~ on the part of the
Lewis - contained on his part in the 2^d and that
he would well truly fulfill & execute the trust
as aforesaid, & if the said debt & interest due as
aforesaid, should be conveniently discharge^d by
the 1st Lewis & his legal representatives in that case
that he would duly & convey the whole of the
said past lands - ~~and if the said debt & interest~~
~~to the purchase or discharge of the said debt & interest~~
~~remain that he would convey & discharge~~
~~under simple title to the said Lewis, his heirs & assigns~~

To the performance of which said covenants,
both your order the 1st Lewis, bound themselves
in their wills. - And your order further represents
that the said Lewis did not in his lifetime
~~discharge~~ according to the term & tenor of his said
mortgage. And pay off to y^r order the said
debt of £70. 10. 6. at the time when he came
to come due under the said deed, but the same
to pay the said Lewis in his lifetime entirely
satisfied - and has since departed this life without
having paid any more of the debt & said
debt, than is now submitted by y^r worship by
document A - which document is pay^d to be taken
& considered a part of this bill of complaint

And your order further states that on the death of
the said Lewis - he left the following heirs, to-wit,
Stanley, R. Dees, formerly Stanley Chapman, who
has intermarried with a certain Solomon Dees,
Elizabeth Chapman - and Mary Chapman
an infant child of said Lewis - and that ^{man} John
Lewis Chapman ^{son} sometimes called Menerva Chapman
& William Chapman an infant children &
sons of a certain Samuel Chapman, who was
also the son of said Lewis Chapman ~~and~~
~~the said Lewis Chapman~~ - (6) - and your
order further represents that since the death
of the 1st Chapman - no more payments have
been made by him in discharge of the said
debt. Further than already submitted that
therefore he is entitled to the sale of the said
~~debt~~ that the debt & interest due from the
situation of the estate it will become necessary
in order to raise ~~and~~ money suff. for the
discharge of this debt & interest that
your order be had to the sale of the land or other
which they think will also benefit & benefit
himself the heirs be selling estate - ~~part~~
therefore the order consideration thereof being raised
on the premises except by the intervention of a
Court of Equity. To the end therefore that ~~the~~
~~said~~ a sale of the premises as aforesaid
be made - y^r order prays your worship to compel
the said Solomon Dees, & Mary his wife,
~~the said~~ Elizabeth Chapman - and the infants
Lewis Chapman - John Lewis Chapman & Menerva
Chapman the ~~son~~ latter by their guardian for
such purpose to be appointed specially by this Court
to be made parties defendant to this bill of complaint
truly & fully to answer the same, and that

To the Honorable Court of Sessions of the County of Chancery sitting
I humbly complaining sheweth to y^r worship your orator
Mallory Todd. That a certain Lewis Chapman
of the County of Isle of Wight being justly indebted
to your orator in the sum of seven hundred and
thirteen and ten pence. By deed in his lifetime
bought on the twenty ~~four~~ second day of May one
thousand seven hundred and seventy seven and
seven pence. The title of one certain half roland
in said County containing by estimation seventy acres
more or less and bounded as hereafter mentioned; and
the said Lewis being desirous to secure to ~~any~~ your
orator full and punctual payment of the said
debt and interest thereon accruing - did on the
said 22 day of May 1797 for such purpose specially
only execute a mortgage deed on the said tract
of land - which is described thus bounded a following
"On the West by William Mallory's land and on the
North by James River, & on the East & South by
Thomas Brown's line - and y^r orator represents
by the terms of said mortgage deed ~~which~~
which is hereto annexed. That he taken as a part
of the bill the said Lewis, in consideration of the
the purpose as already mentioned, did grant, bargain
sell, ~~and~~ alien a certain ~~deed~~ (as is common in
such deed) to your orator all the after said tract of
land, to have & to hold (as is common in such deed)
to your orator, his heirs & assigns forever - subject nevertheless
to a proviso or condition that if the said Lewis Chapman
his heirs Executors & administrators shall fail to pay
to pay to the said Mallory Todd his heirs & assigns
about or before the 22^d day of May
next ensuing the date of the said mortgage deed,
the after said sum of £73. 13. 10 with interest
thereon as after said that then and in such case
it shall be lawful for the said Lewis, wife & both
joint & grant full power & authority unto the said Todd
or unto some money sufficient to discharge said debt & interest

Todd is }
 Chapman, }
 } of
 } our
 } friends
 }

This is
 Chapman, *his* *own*
 of
 1000
 etc

The answer of Solomon Deane and Nancy his
wife late Nancy Chapman and of Eliza Chapman
is the bill of complaint against them exhibited in the
County Court of Isle of Wight on the part of Mallory Tootle
as also against the Infants Mary Chapman &
John Lewis Chapman, Honor sometimes called

Mentzer Chapman and Allen Chapman Defendants.
These defendants severally preserve to themselves the
sath - They admit the sev. statements &
allegations as set forth by the Compt. in his said
bill to be true & correct, subject to the not to a decree
in conformity to the prayer of the same, but
that a sale of the entire tract of land, as represented
by the Compt. & the purchasers as mentioned in
his said bill, will be for the benefit of the
heirs, of the said Lewis Chapman -

Solomon Deane }
Nancy Deane } parties defendants
Eliza beth Chapman
vers

Wm. H. H. H.

Deane

Toda

Chapman

1845

The Estates of Mary Chapman an infant ~~under the age of~~ Child
of Lewis Chapman dead and of Ben Lewis Chapman - Honor.
- Trustees called Merime Chapman, and William Chapman
infant children of of Samuel Chapman, ^{as} the said infants
answering by Joseph Cutchins their Guardian specially by
this court he said before appointed, to the bill of Complaint
against themselves and Solomon Sears, Nancy his wife
late Nancy Chapman, and Elizabeth Chapman on the
part of Mallory Todd in the County Court of Middlebury.

"Then defendt cannot deny but that the statement of
allegations of the Compt in his bill as set forth
are correct & true, & he states not to such degree
as if worth, may deem necessary to ~~him~~
the protection of their interest - & as may be deemed
consonant with equity —

Jos. Cutchins

Pursuant to a Decree of the Montpelier Court of Isle of Wight County
 to me directed, bearing date March 1816. I have made sale of the
 Land in the decree mentioned, after advertising the time and place of
 such sale, to James B. Gordon for the sum of four hundred and
 fifty two dollars, he being the highest bidder, and out of the proceeds
 thereof have paid unto William Todd the amount of his claim under
 a deed of Trust on the said Land, the sum of four hundred and fifty
 four dollars and eighty eight cents - leaving a balance due the heirs of
 Lewis Chapman, Dec'd of fifty three dollars, after deducting forty four
 Dollars and twelve cents as costs attending the Sale: Given under
 my hand this 4th day of April 1816

Sale of Land \$452. 00

To the Right of James B. Gordon

Paid to Todd 354. 88
 Com's 27. 12
 Less 1000 fee 5. 00
 Buyer's fee 2. 00
 300. 00 = 377. 00

due to him 53. 00

Malling Todd - Compt.

19
Edmon Lewis (nearly his wife, formerly Nancy Chapman, and Elizabeth Chapman - and Mary Chapman and infant child of Lewis Chapman dec'd - and John Lewis Chapman & sons - sometimes called Minerva Chapman and William Chapman. Infants children of Samuel Chapman dec'd - the aforesaid infants, answering by Joseph Cushman their Guardian for such purpose, in their behalf specially by this Court appointed.

This day this cause coming on to be heard on the bill ^{for answer} and exhibits, as stated in the bill; and arguments of Counsel heard by consent of the parties & assent of the Court it is decreed & ordered, that the ~~under~~ tract of land of mentioned is to be conveyed on the part of Lewis Chapman dec'd, to Malling Todd bearing date the twenty second day of May in the year seventeen hundred and ninety seven, as by and duly recorded in the County Court of Isle of Wight - & the original of which is made a part of the Compt. bill, will fully shew - the said tract containing by estimation ninety acres, more or less, situate lying and being, in the County of Isle of Wight bounded North - on the West, by William Mallor's land; on the North, by Lane, River, & on the East & South, formerly by Thomas Wren's land, be sold to the highest bidder, fifteen days previous notice to the time & place of such sale being ^{given} ~~published~~ in some public place in the Town of Southampton, on the following terms, to wit,

That Cash be required from the purchaser, or purchasers, to an amount equal to the discharge of the debt & ^{then} ~~then~~ due the said Todd by virtue of the said tract deed & according to the statement marked A now ~~then~~ incorporated with, and made a part of the Compt. bill in this suit, and also for the purpose of fully discharging all necessary expenses, attending on the full & complete execution of this decree, and for the balance of the money arising from said sale that a credit of twelve months, ^{the aforesaid} ~~the aforesaid~~ be properly secured by bond to and for the benefit of the several persons herein after mentioned.

and it is further decreed, and ordered the Trustees as herein
after named, do from the Cash proceeds of the said Sale
forth pay off, & discharge to the said Mallory Todd
the full amt. due him under the said Trust deed
to wit. seventy three pounds - thirteen shillings &
six pence, principal - subject to a deduction for
the several payments made & allowed in said
Indenture A - and also from the said cash
proceeds pay & discharge all the necessary costs &
expenses attendant on this suit, the full execution
of the decree herein made - and the residue of
the money due by virtue of such sale on the twelfth
month credit as aforesaid, secure by sufficient
bond & security ~~they are to the said~~ to and for the
benefit of the said defendants herein named &
in the following portions to wit - To the Compt.
Solomon Dewey & Nancy his wife - one fourth part of
said said proceeds - To the Compt. Elizabeth Chapman
one other fourth part ^{of 80} - & to the Compt. Mary Chapman
one other fourth part of 40 - & to the Compt.
John Lewis Chapman, - Honor - sometimes called
Menerva Chapman & William Chapman -
Children of said Chapman, one other fourth
part - equally to be divided between them.

And it is further decreed, that the said trustees do by
good & sufficient writings made to the purchaser ^{purchaser}
a legal title to the premises so purchased.

"And it is moreover decreed that the said Mallory Todd
so soon as fully satisfied in the premises, according to
the tenor of this decree - duly relinquish ^{relinquish} all title &
interest in the said premises as devised by his said
Trust deed, by proper & legal instruments in writing to such
effect.

"And it is further ordered, that Bartholomew Lightfoot
be nominated, & appointed Trustee in the purpose of
fully effectuating the foregoing decree - who
make due report &c. in order to a final
decree. It is also ordered that he be sworn after
qualified in then Equity of the said Court in said cause

Haleam
No. A

A

W Lewis Chapman to Mallory Todd. D

To amt of debt due to said of trust, ^{done} May 22^d 1797 £ 73.13.6

on & statement.

— To Int on do. —

"from which amt. — the following payments will be deducted, —

1 st 10 th June. 1812. —	By 15.6. Corn at 18. — — —	\$45.
2 ^d 30 th Dec ^r 1813. By	Brandy & Cider. — — —	59.25.
3. 29 th Dec ^r 1814. By	Cash paid by Solomon Deers, the amt; 50 — — —	
4 th 4 th March. 1811 —	By one yoke of Oxen — — —	15.

"The above statement, made in
my presence — & duly examined.
Solomon Deers

\$258.91

Am. of Interest on the within bond up to
Dec. 29th. 1814 \$ 258.95

By Cash paid by Sol^o Lewis adm.
of Lewis Chapman £ 50.00
~~By Cash paid by Sol^o Lewis adm.
of Lewis Chapman £ 50.00~~

\$139.66
By Cash of Lewis Chapman in 119.25
Part of the above interest
has been paid, say, March, 1815, to this am. \$258.91

Mar. 1st. 1816 Bal. of Int. due this day \$ 77.58
Principal. 245.53
Total Am. \$ 323.11

~~225.44~~
~~245.53~~
~~191.09~~

Chapman
to Bond
Cleared }
243-13-6
or
245.53

I OWE to MALLORY TODD, of Smithfield, in
Virginia, the sum of sixty three pounds thirteen
Shillings and six pence and to the Payment thereof, with
lawful interest, when required, I bind my self
my Heirs, Executors, and Administrators, jointly and severally
in the penalty of one hundred and forty seven
pounds seven Shillings current money

IN EVIDENCE whereof I hereto sign my name
and affix my seal this twenty second day of
May in the year of Christ 1797

Signed, Sealed and Delivered, }
in the Presence of. }

A. Schell

James Chapman

At a Court held for Guilford County the 4th
day of July 1797

This Deed in Trust was proved by
the oaths of W. Sebrall, William Gaston & John
Gradish the Witnesses thereof & Ordered to be recorded

Teste
J. Young

Chapman
to
Toda

Deed in Trust

July 4th. 1797. proved by
the Witnesses of O.R.

Recorded
Examined

This Indenture made this twenty second day of May one thousand seven hundred and ninety seven between Lewis Chapman of the County of Isle of Wight and state of Virginia of the one part and Mallory Todd of the town of Smithfield and state aforesaid of the other part to wit that the said Lewis Chapman in order to secure to the said Mallory Todd his heirs executors and administrators or assigns and fully provide for the payment of seventy three pounds thirteen Shillings six pence of lawfull money of Virginia with legal Interest thereon from the date hereof untill the same be paid in which sum the said Lewis Chapman hereby acknowledges himself to be justly and legally indebted to the said Mallory Todd and for the payment of which the said Lewis Chapman has likewise executed above unto the said Mallory Todd of this date and also for and in consideration of the sum of five Shillings of the money aforesaid paid by the said Mallory Todd to the said Lewis Chapman before the signing sealing and delivery hereof the said Lewis Chapman hath granted bargained aliened and sold and by this Indenture doth grant bargain and sell alien and confirm (as in common deeds) a certain tract and parcel of Land containing by estimation ninety acres be the same more or less and bounded as follows to wit on the West by William Mallorys land and on the North by James River and on the east and south by Thomas Wrenns line to have and to hold (as in common deeds) Upon this special trust and for the purpose following to wit. That if the said Lewis Chapman his heirs executors and administrators shall fail to pay to the said Mallory Todd his heirs executors and administrators or assigns on or before the twenty second day of May next ensuing the date hereof, the aforesaid sum of seventy three pounds thirteen Shillings six pence with Interest thereon as afore mentioned then and in such case it shall be lawful for and the said Lewis Chapman doth hereby give and grant full power and authority unto the said Mallory Todd his heirs executors, administrators or assigns in order to raise money sufficient to discharge the said debt and the interest then due thereon, to sell by auction or otherwise, for immediate payment all or so much of the afore mentioned land and tenements with their appurtenances as may be necessary for that purpose and also for defraying the expences of the said sale and to apply the same accordingly, and to execute and deliver to the purchaser or purchasers thereof such deeds or deeds, or other writings as may be requisite to convey and assure a compleat right and title to the same unto him or them so purchasing, and the said Mallory Todd for himself his heirs executors and administrators covenants with the said Lewis Chapman his heirs and assigns well and faithfully to execute and fulfil the said trust, and if the said debt with the Interest due thereon shall be paid by the said Lewis Chapman in that case to reconvey the whole said land or if upon sale thereof for the purposes herein mentioned a part thereof should remain to reconvey such part in fee simple to the said Lewis Chapman his heirs or assigns In evidence whereof the said Lewis Chapman and the said Mallory Todd hereto severally sign their names and affix their seals the date first above written and in the twenty first Year of the Commonwealth

Teste
Abraham

William Garrison
S. Goodrich

Lewis Chapman L.S.
M. Todd L.S.

Lewis Chapman, son and died - N. H. H. H.
" his wife - Solomon Deane, & Nancy, his wife
formerly Nancy Chapman - Eliza Chapman
- (Mary Chapman - Inf. of 1st Lewis -

John Lewis Chapman - Horace or Henry
Chapman & Wm Chapman - Inf.
of - Samuel Chapman - at son of Lewis -

April 4th 1815 Received of Bartholomew Highfoot Commiss-
-sioner appointed by a decree of the Court of this County (to effect
a sale of the land of which Lewis Chapman died possessed, under
a deed of mortgage executed by said Chapman to Malloy Food)
the sum of three hundred and fifty four dollars and eighty eight
cents the amount of my claim on said Land —

Witness

G. A. Rogers

Ch. Cl. Tidd
for Ch. Tidd