1820 - 038 Chancery Causes : Benjamin Drew vs Thomas Bevan, Thomas Gray & Drewry Drewer

Dale of Wight County

Your Orator prays the Court after a fair hearing of the parties to set aside all contracts, violating the premises, which shall appear to be founded in Collusion, Covin, or fraud, and tending to deprive your Orator of the Means of Collecting his Just debt herein Claimed, that may have an Order of this worshipful Court to prevent the Said Bevans from delivering or paying away any goods, money, or chose in action which he has in hands; which in Law, or equity, when they came to his possession belonging to Drewry Drury, till the further Order of this Court. That thus the Court will affords your Orator Such equitable and Just relief, as the Nature of the case requires,

And he as in duty &c.

W. Ellis
vs
Drewry Drury,
A. Bevans &c
Thomas Gray

Bill

July 1814 Bill filed Order of publication &c
June 1815 Alias &c issued
July 1815 C. for leave to amend bill

Bevans Ans[r] filed

May 1820 cont[d] for Deft.

July 1820 Jud. for $94 with int. from the 4th May 1814 till pd & Costs - Def to give bonds &c (See minutes)

Costs $15.64

could afford, it was to be cancelled so far as to advance Drewry equally with the others: but one Ho Gray who married the widow, Charlotte of Bevans said intestate, (who was then the admx. of said intestate (the said adm^x having died) obtained possession and control of the then unadministered part of the estate, and among the rest, the [redacted] of the said Drewry's, and as, your Orator understands has collected the same, so that Drewry, stands entitled to his full one eighth share of his father's whole estate at this day.

Your Orator is further informed that the said Ho Gray knowing that the said Drewry owned debts in this state and County to a considerable amount, that he has no other visible prospects or means of paying them, but what was to be derived from that part of his father's estate which was held by the said Gray Wife as her dower for life, and the balance of the unadministered part of the whole part of the estate, together with a share of the estate of his brother Robert before mentioned, and that while the said Drewry was unwilling to come among his creditors, or to pay them, Entering into, and combining with the said Drewry with a view to the (Gray) unjustifiable purpose, and to defraud and injure your Orator, and the creditors of the said Drewry, entered into a fraudulent contract with him, as to the [illegible] consideration proceed from a deed of conveyance of all his right and interest &c made to the said estate of his father, and under that title claims all right of Drewry not only to his portion of his father's estate, but that of his brothers also; and in the division of the money arising from the sale of the lower part of the estate devised to said Drewry and slaves, the said Gray has drawn and received a large sum of Money, and on the subdivision of that part which fell to the estate of Ho. Drewry dec^d said Gray drew out the sum of Money of considerable amount and contents for an absolute to Drewry's share of the chattel estate in the hands of the administrator, which is in perfect violation of all the rules of Justice and equity, and tends directly to the injury of your Orator, being a fraud practised by and between the said Drewry and Ho Gray. All which matters and things are true to the best of your Orator's knowledge remembrance and belief, as your Orator is prepared to prove, and for as much as your Orator is properly relieved only in a Court of Equity where discovery is to be had, to which end and purpose the said Ho Gray is made defendant hereto, and to the end that the said Ho Gray may be compelled to answer the premises, and upon his corporal oaths, full true direct and perfect answers make to all and singular the allegations and charges in this bill contained, and that as fully as though they were herein again repeated and he thereunto specially and singly interrogated. More especially that the said Drewry answer and say whether your Orator's claim herein made against him is not true &c — whether he could not have paid it with ease, had he not conveyed away his right in his father's estate &c to said Gray? — Whether he intended to convey to said Gray more than his share in his father's estate? — What consideration Gray paid him? — how much & in what was the payment made? — and when and where was the contract made and entered into between them? — who was present? — (and was not Gray well acquainted with his (Drewry's) situation as to debts in this County? — and did not Gray know of the debts due to the complainant which is now here claimed.

Whether that said Ho Gray was not well informed by Drewry Davis Robert or others of the County, and whether he did not know of the debt now claimed? — Whether he was enabled so from his acquaintance with the estate of Robert Davis, especially that part of it which was his wife's dower, to ascertain pretty nearly its value before contracted or attempted to contract with Drewry on the subject? — When and where was the contract made and consummated? How much did he pay or contract to pay for Drewry's right, and in what did he pay, in Money or Bonds, and if in Bonds or Bonds, to whose bond or bonds? — And how and when was the Conveyance or Conveyances upon which he claims the right of Drewry Davis made? —

And what right do they purport to convey, and what are the recitals themselves, and what amount in goods or money or other things has he received in virtue thereof.

To the worshipful Court of Isle of Wight County in Chancery sitting
humbly complaining sheweth unto your worships. Your Orator
Benjamin Drew. That one Drewry Driver, late of this County
was indebted to your Orator in the sum of
current Money of Virginia, due by ~~bill~~ account
~~&~~ ~~he~~ (and which he still owes to your Complainant,
the the said Drewry having) never paid the same, or any part thereof.
That he the said Drewry has since left the state of Virginia &
resides in some parts to your Orator unknown. Your Orator is
advised and informed that the said Drewry has in this state
to wit:— in this and Nansemond County, goods Money and rights
and Credits, belonging and due and owing to him which, which in
Justice ought to be subjected to the payment of your Orators claim.
Your Orator is informed that the Bevan of the said Court
Nansemond, being the administrator de bonis non of the estate of
Robert Driver, late of Nansemond Drewry's father, hath upon to a
considerable amount, for his portion, of which the said Drewry
is entitled as one of the distributees. That one Robert Drewry
a brother of Drewrys, and a distributee also, of the estate of
his father Robert Drewry died lately single and intestate
without having received his portion of his said fathers estate;
and therefore the said Drewry, as one of his heirs, is entitled to
one fourth part of that estate also; a part of which is Robert's
portion of his said fathers estate, and of course is in the hands
of said Bevan the fathers admr as aforesaid. Further your
Orator is informed, that the other distributees, beside Drewry
of the said Bevans intestate, have received from said Bevan
the first administrator $ 5.99 each, and probably other advances
in part of their several shares of the residue of their fathers
estate: That Drewry when of lawful age became a purchaser at
his fathers to the amount of about $ 210:00 for which he gave
his bond and it was contemplated at that time, if the estate

Thos Bevan & ors
ats
Benj Drew

That in Consideration thereof, it having been understood to be a deed Conveying all Drewry's right and title to his shares of both his father's estate, and that of his deceased brother Robert, whereupon in proceedings in equity, had in this Worshipful Court by friendly bill and answer, having for their object the sale of fifty six acres of land and Six slaves, part of intestates estate, which had been assigned to and held by his widow, for and during her life, and which by her death lately reverted to the said six distributees, the said Gray in right of said Drewry, and by virtue of the powers, rights and authority, thus believed to be vested in him by the said deed from the said Drewry, was permitted to act as agent for him, and under these impressions, (as to the extent of his rights) he drew One fifth part, of the proceeds of sale of the dower aforesaid, (one fourth part of one fifth part, being 1/4 th of the share which to Robert deceased that is to say, he the said Gray received in the division of the proceeds aforesaid as Drewry's proportion of his brothers shares of the said Dower estate, both which being brought into one decree to save trouble and expence: all which will be more fully made appear on reference had to the bills answers decrees &c in the Clerks office of this Court.

This respondent begs leave to suggest, that since the said distribution took place, he has discovered that the Conveyance which the said Gray then had from said Drewry, Comprehended only only his right in and to his father's estate, and that therefore his impressions had apprised to him Drewry's part of his brother Robert's share Namely [illegible] a Mortgage from [illegible] of the right of his rights and powers from said Drewry, and of course if that be correct, he holds so much of the property of the said Drewry, which Justice this respondent thinks ought to be subjected to the payment of Drewry's just debts.

This respondent has understood and believes the fact to be so, that the said Drewry sold his rights in and to his father's estate very far under its value, in order to [illegible] falling into the hands of his creditors some of them, in Virginia and that the said Gray, well knowing of many if not all the debts Drewry owed in this State, and his unwillingness to come and pay them, took advantage of the circumstance and to accomplish his ends went to Drewry's residence in [illegible] and [illegible] on Drewry to sell out his right in father's estate, so as to gain a considerable pecuniary advantage, and enable Drewry thereby to keep his creditors here out of their money.

This respondent is clear of all fraud and combination whatsoever, in and concerning the premises, will submit cheerfully to whatever decree or order this Honorable Court may deem fit and necessary, so that he is saved harmless in his own estate, and prays the same to be dismissed with his cost in this behalf sustained.

Thomas Bevan Adm'r D.B.N.
of Robert Drewry Dec'd

The Answer of Thomas Brown administrator de bonis non
of Robert Drewry deceased: to a bill in Chancery exhibited
against him and others, in the Worshipfull Court of Dale by
by Benjamin Drewry, claiming the sum of
Charged to be due to the complainant
from Drewry Drewry, who is the principal defendant,
And this respondent charged in the character of a garnishee.
This respondent saving to himself all manner of advantage of
exceptions &c. For answer saith, that he has in his
possession the administered part of Robert Drewry's dec'd
personal estate, except as hereinafter mentioned to about
but having lately admr.
the amount of £
And being of what debts or other claims exist against it, he
is unable to say at this time, what will be the exact amt.
which will finally be left for distribution among the Children
of intestate; however he has reason to think, so far as he is
yet informed, that the unsatisfied debts of his intestate are
inconsiderable. He admits the Drewry Drewry, who is
now, as it is understood a resident of North Carolina,
is one of the six distributees, who will be entitled to the
residue of the intestates estate. But it is proper as this
respondent is advised, that he should state, that one of
the intestates six Children Robert died lately intestate
Single and without issue. So that the remaining five
of which Drewry is one, is entitled to his share of
the fathers estate among them.
That the defendant The Gray, has set up a claim to
all Drewry's property, by virtue of a deed purporting
to be a deed from said Drewry to him the said Gray.

Executed on Thomas Biven Dowry Driver
no Inhabitant

Joseph Molleman Dty
for James Johnston Dr

Executed on Thos Gray

Wm Molleman Dft for
James Johnston Dft Dr.

Dr
To Shaving do
Driver do
Barber for Complt

The Commonwealth of Virginia to the Sheriff of Isle of Wight County greeting: You are hereby commanded to Summon Drewry Driver, Thomas Gray and Thomas Bevan to appear before the Justices of our County Court of Isle of Wight at the Court house of the said County on the first monday in August next, to answer a bill in Chancery exhibited against them by Benjamin Drew

And this they shall in no wise omit under the penalty of £100 each and have then there this Writ. Witness, Nathaniel Young Clerk of our said Court at the Court house the 4th day of May 1874 in the 38th year of the Commonwealth.

Nath'l Young
C. I. W. C.

Not entitled for want of Some

Blount Circuit County Court, June Court 1818

Benjamin Drew ..... Complts.

against

Drury Driver Thomas Gray and Thomas Lucas ..... Defendants

The defendants having failed to file their answer to the bill of the complainant, exhibited against them by the complainant in this cause - it is ordered that unless the said defendants appear here on the first monday in August next & file their answers, that judgment will be entered for the complainant against them agreeable to the prayor of the said bill —

Test David Vickers D. Clk

A Copy of this notice proven by the oath of Wm Hollinsaw to have been legally given — in open Court

R Lowry Cd.

Isle of Wight County August Court 1818

Benjamin Dunn . . . . . Complainant

against

Drewry Driver Thomas Gray Thomas Brown . . . Defendants

In chancery

The defendant Thomas Gray having failed to file his answer to the Bill of the complainant exhibited against him & the defendants by the complainant in this cause — It is ordered that unless the said Thomas Gray appear here at September court next and file his answer that Judgment will be entered for the complainant against him agreeable to the prayer of the said bill —

Test David Dick D.C.

Court will never give
a decree without proof
of the amount —

—

the act of assembly dis-
-vis Cabell the rules of
evidence —

—

all Mr Burwell's servi
~~to be~~ probable

—

allowing a fund would
be the consequence —

1811 Brewery Driver, in acct. with B. Drew. Dr

		$	Cts
June 15th	To 1 lb putty 1/ — 2 yds Kerseymere c 18/ — twist & silk 1/4 —	1	7½ 85½
	4 large buttons c 4½ — 3/4 yd. sheeting c 9d — 1 doz. small buttons c 1/ — 2 yds Cloth c 3/	12	78¼
	2 yds sheeting c 2/9 — 1/2 doz. large buttons c 3/ — 2 Skeins silk c 4/ — 2 sticks twist c 4/ —	1	92
	thread 4/ — 1 knife 2/3 — padding 1/6 — — — — — — —	—	68¾
Aug 2nd	To 1 Skein silk 4/ — twist 4/ — 1 doz. buttons 1/1/ — 3/4 yd shirting c 3/9 —	2	50
	thread & buttons 10/ — 2 loaves sugar 11 lb c 1/6 — 2 yds Ind. cotton c 1/6 —	3	40
		1	—
Sept 2nd	To 4 lb Coffee c 1/6 — — — — — — — — — —	30	14½
1812			
Jany	To 1 pitcher 2/3 — 3 yds pelisse cloath c 24/ — 2 Hanks silk 9d — 6 yds ribband 4/ —	12	87½
April	To 60 lb best coarse salt c 5/3 — 1 loaf sugar 6 lb 10 oz c 1/6 — — — —	8	8¾
		1	—
May	To 8 lb brown sugar c 9d — — — — — — —		
June	To 12 lb brown sugar c 9d — 2 Handanum Handkfs c 6/9d — 2 yds white cambrick c 1/3 —	5	50
	1 two gallon jug 3/9d — 2 gallons brandy c 6/ — — — — —	2	62½
July	To 15 lb brown sugar c 9d — — — — — — — —	2	50
Aug 5th	1 paper pins 1/6 — 32 lb flour c 4/ — cheese 6/9d — 5 Mids bacon 118 lb 12 cts —	17	5-3½
	4 Hams bacon 44 lb c 9d — 11 Shoulders — 101 lb c 11 cts — — — —	16	61
Sept 1st	To 2 yds black cloath c 37/6 — 1 bbl corn c 22/6 — — — — —	18	25
	thread 4/ — 2 Hanks silk 9d — twist 1/1/ — 1 yd Virg. cloath 1/8d — 1 yd crape 3/9 —	1	31¼
	Amount of sundries bought for you at Norfolk as per bills rendered you —	34	87
	To 1 yard wide black crape 4/6 — 1 pr shoes 9/3 — 1 loaf sugar 5. 10 oz c 1/6 2/ —	3	48½
	½ yd crape c 4/6 — amount of blacksmiths Shop acct. to this date $5.34 —	5	71½
		6	—
Amount Bro't	To cash lent you by B. Drew. — — — — — — —		
	1 pen knife 1/10 — 100 lb Shoulder bacon c 10 cts — — — —	10	31¼
		17	4 82¼

&c

1812

Dec 1st — By corn rec'd of you to the amount of eighty dollars — 80 —

94 "

1814 August 1st This day Benjamin Drew made oath before me to the truth of the above acct as far as he knew or believed. —

Andw. Woodley J.P.

Wm Benj Drew

To James O'Connor Dr

1814
July 22 } To Advg Decree of Chancery Court
in the case of Drew vs. Drivers
Gray and others — 2 no — — $5.—

Rec'd pay from John Barber, Esq
J. O'Connor
By Thos L. Broughton

Suffolk
July

Mr.

Know all men by these presents that we Benjamin Drew and
are held and firmly bound to
Thomas Bevan in the just and full sum of two hundred Eighty nine
dollars Seventy Eight cents ——— to the true & faithfull payment
whereof to be made, to the said Thomas Bevan his heirs executors &
administrators we bind ourselves, our and each of our heirs executors
and administrators jointly & severally firmly by these presents; sealed
with seals and dated this 7th day of August 1820 —
The condition of the above obligation is such that Whereas in a
suit in chancery instituted in the county court of Isle of Wight
by the above bound Benjamin Drew Complainant against
Drewry Driver an absent debtor and the said Thomas Bevan
the administrator debonis non of Robert Driver dec'd. (which said
Robert was the father of the said Drewry) Judgment was under
against the said Drewry Driver and the said Thomas Bevan it
appearing to the court that the said Bevan in his representative
capacity as aforesaid having money in his hands which the said
Drewry Driver was intitled to as one of the distributees of the said Robert
dec'd. and it appearing to the court, that the said Bevan as admi-
-nistrator as aforesaid under the law of the State of Virginia,
had the same right to require a refunding bond from the said
Benjamin Drew as he would have to require one from the said
Drewry Driver as a distributee was he to receive his proportion
in person; decreed, that the said Benjamin Drew should execute
such a bond, Now therefore if the said Benjamin Drew his
heirs, executors, and administrators, shall well and truly pay,
or refund; to the said Thomas Bevan his heirs executors or admi-
-nistrator the aforesaid sum of One hundred & forty four dollars Eighty nine cents
or a due proportion thereof in the
proportion that the said Drewry Driver would have to do, to meet
any debt or debts dues, or demands which may hereafter be
recovered against the said Robert Driver dec'd. estate when thereto
legally required, then the said obligation to be void or else to
remain in full force & Virtue —

B. Drew Seal

Barth. Leightfoot Seal

Know all men by these presents that we Benjamin Drew and Bartlett Lightfoot are held and firmly bound to Drury Driver in the just and full sum of ~~two hundred Eighty~~ nine dollars & 78 cents to the true payment whereof to be made to the said Drury Driver his heirs, executors, & administrators, we hereby bind ourselves our and each of us, our & each of our heirs executors & administrators jointly and severally firmly by these presents, Sealed with our seals and dated this 7th day of Augt. 1820

The condition of the above obligation is, that whereas in a certain suit in chancery, ~~depending~~ instituted in the county court of Isle of Wight by the above named Benjamin Drew plaintiff against Drury Driver an absent debtor — and Thomas Bevan administrator de bonis non of Robert Driver dec'd, Judgment was, at a Court held for the said county the third day of July in the year 1820 granted to the said Drew against the said Driver & Bevan for one hundred forty four dollars Eighty nine cents including the interest & costs

with a condition that the said Benjamin Drew should give bond and security to the said Drury Driver as is directed by Law in such cases made & provided; Now therefore if the said Benjamin Drew his heirs executors and administrators shall well and truly perform the future order or decree which may be made or entered in favour of the said Drury Driver his heirs Executors or administrators for restoring the aforesaid amount according to Law, then the above obligation to be void or else to remain in full force & Virtue —

B. Drew (Seal)

Bartlt. Lightfoot (Seal)

(Seal)

print $94.00
Int. 35.25
Cost 15.64
$144.89