

1826 - 017 Chancery Causes. Samuel Jones, extor of Ann Scott vs William Harvey, extor of
Isle of Wight County Thomas Johnson

other SURNAMES: Jordan

In the name of God amen I Thomas Johnson of the county
of Suffolk do hereby make this my last Will and Testament
in manner and form following that is to say —

I Give unto William Harvey my plantation wherein I now live
after paying to and settling the mortgage or debt in trust she has
against the said land —

It is my will and desire after the said mortgage or debt ~~settled~~
is paid off that the said William Harvey shall pay unto my
children namely Patsy Gordon wife of James Gordon. Amelia
Johnson and Nancy Johnson thirty dollars for their proportion
of the said land —

2^d I Give unto William Harvey my debt —

3^d I Give unto my daughter Amelia Johnson my loom and
gins —

4th I Give unto Patsy Gordon wife of James Gordon one bed
and furniture which she has in her possession —

5th I Give unto my daughter Amelia Johnson one bed and
furniture —

6th I Give unto my daughter Nancy Johnson one one bed
and furniture —

7th It is my will and desire that the residue of my estate be
it of whatever nature it may be to be equally divided
between all my children and grand children —

I constitute and appoint William Harvey executor to this
my last Will and Testament — Given under my hand this
14th day of February 1820 —

Thomas ^{his} Johnson ^{Exec}
mark

Witness

Willis Williams 2^d
Nathaniel Wells 2^d

At a Court held for Suffolk County the 5th day of February
1821 The above Will was presented in court and proved by the
oath of Willis Williams and Nathaniel Wells the witnesses
therein and ordered to be recorded —

Attest Nath^l Wells

Thomas Johnson's

Will

Aleoppy

for

Joseph Prentiss

D.

Witness my hand and seal
this 10th day of February 1850

Witness my hand and seal this 10th day of February 1850

Statement filed.

Amo. Deed of Trust £34.18.5. or \$ 116.41.

Int. fr. 30 Jan. '10. to Aug. 15. '11. 10. 73.
1.6.15

Credited them on bond for \$ 127.14
50.00

Int. fr. 15. Aug. '11. to Apr. 23. '14. 77.14.
2.8.8.

Credited them on bond for \$ 89.56.
40.00

Int. there on the paid
\$ 49.56

Statement of
Debt. filed with
the Bill.

C.

34.18.5

Know all men by these presents that Thomas Johnson
of ~~Blair~~ ^{Blair} ~~Wright~~ ^{Wright} county am held and firmly bound unto Ann Scott
of ~~Blair~~ ^{Blair} ~~Wright~~ ^{Wright} county in the just and full sum of Sixty nine pounds
sixteen shillings & ten pence to be paid to the said
Ann Scott her certain attorney her Heirs Executors Adm^r
or assigns to which payment well and truly to be made
I bind my self my Heirs Executors and Administrators
Jointly and Severally firmly by these presents Sealed with
Seals and dated this Thirtieth day of January
anno. Dom. One thousand Eight Hundred and Ten

34.18.5

The condition of the above Obligation is such that if
the above bound Thomas Johnson do and
shall well and truly pay or cause to be paid unto the
said Ann Scott her certain Attorney her Heirs Executors
Administrators or assigns the just and full sum of thirty
four pounds ^{eighteen shillings} & ten pence with lawfull interest
then the above Obligation to be void or else to remain
in full force and Virtue

Thomas Johnson
mark

Agnes Scott Delivered
in presence of

Wm. Muller

34.18.5
34.18.5
69.16.10

1871

Augt. 15th - By Cash - - \$50
1874 April 23 - By Cash - - \$40

Johnson
to
Scott
Bond
\$34.10.5

B.

This Indenture made this 20th day of January 1810. Between Thomas Johnson of the county of Isle of Wight of the first part, Ann Scott of the second part and William Jordan of the county of Isle of Wight of the third part: Witnesseth that whereas the said Thomas Johnson is justly indebted to the said Ann Scott the first and full sum of Thirty four pounds eighteen shillings and five pence for which the said Thomas Johnson has executed his bond for the penal sum of sixty nine pounds sixteen shillings and ten pence payable to her the said Ann Scott and to bear interest agreeable to law from the date until paid: and whereas for the better security the payment of the said debt agreeable to the true intent and meaning of the bond aforesaid and the interest thereon legally accrued at the time of payment it is agreed by the said Thomas Johnson and the said Ann Scott that a conveyance in trust shall be made by him the said Thomas Johnson to the said William Jordan for the benefit of the said Ann Scott of certain Lands and premises herein after mentioned and described. Now therefore this Indenture further Witnesseth that the said Thomas Johnson for and in consideration of the agreement aforesaid and also for and in consideration of the sum of One dollar to him in hand paid by the said Ann Scott the receipt whereof is hereby acknowledged hath bargained sold aliened released and confirmed and by these presents doth bargain sell alien and confirm unto the said William Jordan his heirs and assigns forever a certain plantation tract or parcel of land situate lying and being in the county of Isle of Wight bounded by the lands of Joseph Matthews, Henry Bradleys heirs and the main swamp that empties into Henry Godwins mill pond, it being the same land whereon the said Thomas Johnson now liveth: together with all and singular the houses barns buildings gardens Orchards, Lands, meadows, marshes, Islands, Pastures, feedings commons, woods, underwoods, ways, waters, and water courses fishing privileges profits easements, commodities hereditaments and appurtenances whatsoever to the aforesaid premises belonging and appertaining or with the same used and enjoyed or accepted reputed taken or known as a part, parcel or member thereof and the reversion and reversions, remainders and remainders yearly and other rents issues and profits thereof To have and to hold the said Land and all and singular either the premises herein before mentioned or intended to be bargained and sold unto the said William Jordan his heirs and assigns forever: And the said Thomas Johnson for himself his heirs and assigns executors and Administrators the said Land with the appurtenances

before mentioned unto the said William Jordan his heirs and assigns free from the claim
or claims of him the said Thomas Johnson his heirs and assigns and of all and every
person or persons whatsoever shall, will and do warrant and forever defend by these
presents In trust nevertheless and upon this express condition that if the said Thomas
Johnson his heirs executors or Administrators shall punctually pay or cause to be
paid to the said Ann Scott or to her heirs Administrators or assigns the aforesaid sum of
Thirty four pounds eight shillings and five pence and interest thereon agreeable to
the tenor of the aforementioned bond, the said William Jordan his heirs executors or Adminor.
shall execute such proper release or releases as shall be necessary completely to recover
the right and title hereby conveyed: but is agreed by these presents and it is declared
to be the true intent and meaning of these presents and the said William Jordan covenants
and agrees to and with the other parties hereto that in case the said Thomas Johnson his
heirs executors Adminor. shall fail to make payment of the debt and interest as before
mentioned when due agreeable to the bond aforesaid that then the said William
Jordan his heirs executors Adminor. or assigns shall at the request of the said Ann Scott
her heirs executors or Administrators at any time after the said debt becomes due, &
after giving due and public notice not less than ten days ~~sell~~ at public sale the said
land and appurtenances or so much thereof as shall be sufficient to discharge the debt
and interest aforesaid and all reasonable costs attending the advertising and conveying
of the said premises and shall pay the money arising from the said sale to the said
Ann Scott her heirs executors Administrators or assigns or so much thereof as may be
due and owing and to pay the surplus (if any) to the said Thomas Johnson his heirs
executors Administrators or assigns - And it is further contracted covenanted & agreed by
and between the parties and especially by the said Thomas Johnson that in the event of the
sale of the within mentioned premises by virtue of these presents if the proceeds of such
sale shall be insufficient to satisfy the debt, interest and costs aforesaid that then and
in that case the sum so deficient shall remain due and owing and the said Thomas
Johnson his heirs and assigns shall be liable in the same manner as though these
presents had never been executed to an action on the within mentioned bond for the amount
so remaining due: In Evidence whereof the parties have hereunto set their hands &
Seals the day and date first above mentioned
Signed Sealed and delivered In presence of 3
Thomas Smelly
Willis Morrip as to Tho. Johnson & Wm Jordan
Henry Morrip as to Th. Johnson

At a court held for the County of Isle of Wight the sixth day of August 1810.
The foregoing deed of trust was proved by the oath of Thomas Smelly - and
by the oath of Willis Morrip as to Thomas Johnson and William Jordan
and continued for further proof

Attest Teste
Wm. Young Esq

his
Thomas Johnson (Seal)

Ann Scott (Seal)

Wm. Jordan (Seal)

Johnson
to Trust and
Jordan for Scott.

Alley
for
Mr. Prentiss esq.

Isle of Wight County, March Court 1826

Samuel Jones executor of Ann Scott decd. Plaintiff
against

William Harvey executor of, and devisee under
the Last Will and Testament of Thomas Johnson decd. Defendant

In Chancery

This cause in which the Decree nisi entered at rules held in the Clerk's Office of this county on the second day of January, one thousand eight hundred and twenty six appears to be regularly executed on the said defendant and he still failing to answer. On the motion of the Plaintiff by his counsel, came on this day to be heard on the bill and exhibits filed, and was argued by counsel for the Plaintiff. On consideration whereof the court doth adjudge order and decree that the Plaintiff recover of the Defendant the sum of forty nine Dollars and fifty six cents with interest thereon from the twenty third day of April one thousand eight hundred and fourteen till paid, together with the costs by him expended in the prosecution of this suit; and it is further more decreed and ordered that unless the said defendant shall on or before the fifteenth day of May next, pay over to the said Plaintiff the said sum of money, that then Thomas Smalley whom the court appoints a commissioner for that purpose proceed to sell at public auction after giving three weeks notice of the time & place of sale, the tract of land in the deed of trust mentioned and referred to in the bill, for ready money to the highest bidder; and after deducting the necessary expenses and charges attendant on such sale, and out of the proceeds of such sale if they shall suffice, pay over to the Plaintiff the sum of forty ^{nine} ~~four~~ dollars and fifty six cents with interest thereon from the twenty third day of April one thousand eight hundred and fourteen till paid; together with his costs incurred in the prosecution of this suit: and that the said Defendant and all persons claiming under him and his Testator be foreclosed of and from all equity of redemption or claim in and to the said tract of land & premises - and should a surplus of the sales remain, that the said Commissioner retain the same in his hands till the further order of this court; and that he make report of his proceedings in

order to a final decree
all this
Tax

Attest
Wat. Lightfoot Dyk

James ever of debt
to
Z. Deane
James ever of Thomas

August 7th 1825 Received of Thomas Smelly
the within named commissioner the sum
of Ninety six dollars & ninety cents in full of
the within debt, principle, interest & cost up
to this date

Samuel Jones Esq.
of Ann Lott del

Scotts Exor. vs. Hawley. Chy. This cause in which the decree nisi entered at Rules held in the Clerk's Office of this County, on the 2^d day of January 1826 appears to be regularly executed on the said defendant, and he still failing to answer. On the motion of the plaintiff, by his counsel, came on this day to be heard, on the bill and exhibits filed, and was argued by counsel for the plaintiff, on consideration whereof the Court doth order and adjudge and decree, that the plaintiff recover of the defendant, the sum of Forty nine dollars, and fifty six Cents — with interest thereon from the 23^d day of April AD 1814. ^{the paid} together with the costs by him expended in the prosecution of this suit. and it is further decreed and ordered that unless the said defendant shall on or before the 15th day of May next pay over to the said plaintiff the said sums of money, that then Thomas Smelly — whom the Court appoints a Comm^r. for that purpose, proceed to sell at public auction, after giving three weeks notice of the time and place of sale, the tract of land in the deed of trust mentioned, and referred to in the bill, for ready money to the highest bidder and after deducting the necessary expenses and charges attendant on such sale, and out of the proceeds of such sale if they shall suffice pay over to the plaintiff the sum of \$49. 56^{cts} with interest thereon from the 23^d day of April 1814. ^{the paid} together with his costs incurred in the prosecution of this suit; and that the said defendant and ^{all} persons claiming under him, and his Executor be foreclosed of and from all equity of redemption or claim, in and to the said tract of land and premises, and every part thereof — and should a surplus of sales remain, that the said Comm^r. retain the same in his hands till the further order of his Court — and make report of his proceedings, to ~~the~~ in order to a final

The above is a true and correct copy of the original as the same is now in the possession of the Secretary of the Treasury.

[Faint, illegible handwriting]

[Faint handwritten notes at the bottom of the page, likely bleed-through from the reverse side.]

The first of these is the fact that the
 of the time and place of the
 and referred to in the all the
 of the world.

Decree

At Rules held in the Clerk's Office of the County Court of Allegheny the
2^d day of January 1826.

Servant Jones executor of Ann Scott decd. . Plaintiff

against

In Chancery

William Barry executor of and devisee under
the last will & Testament of Thomas Johnson } Defendant

The bill in this cause having been filed and the Subpoena
executed, more than three months on the Defendant, and the said
Defendant failing to file his answer: On the motion of the Plaintiff by
his counsel, it is ordered that his bill be taken for confessed, and the court
will proceed at a future day to decree the matters therein, unless the said
Defendant on or before the first day of the term next after he shall have
been served with a copy of this order, shew cause to the contrary.

Attest Teste Robt. Lightfoot J.C.

Norfolk County to wit:

on This day William Barnard personally
appeared before the subscribed a justice of the peace in and for
the county aforesaid, who made oath that he did on the
seventh day of January - 25 1826, deliver a true copy of
the within decree unto the within named William
Harvey. Given under my hand and seal the 8th
day of January - 25. 1826.

Arthur Emmerson J.P. 

True copy of Seal

W. Harvey

Decree made

True Feb 6th 1826

In obedience to a Decree of the worshipping Court of the County of Isle of Wight made at March Court 1826 and hereto annexed the subscriber named in said Decree as a Commissioner to sell a tract or parcel of land therein mentioned hath after giving three weeks public notice in writing by advertisements at divers of the most public places contiguous to the premises as well by advertisement at Nathaniel Youngs Tavern at the Courthouse in the County of Isle of Wight on the seventh day of August 1826 before the Tavern aforesaid sold the land whereon Thomas Johnson lived and directed by the decree aforesaid to Joseph Atkinson who was the highest bidder for the sum of Two hundred and fifty one dollars which after deducting the sum of Ninety six dollars and ninety cents for the debt, Interest & cost and the sum of one dollar & eighty four cents for commissions and drafting a Deed leaves the sum of one hundred & forty four dollars and twenty six cents subject to the further order of the Court as per statement below — reported to the Court this 7th day of August 1826 —

Thos. Smalley Comr.

The land sold for \$251.00

Debt \$49.56
 Interest from the 23. April 1814 to the 7th of August 1826 = 12 Year, 3 mos & 14 days 36.55
 Cost of suit 10.79

Commissions 4.84 $\frac{3}{4}$
 drafting deed 5.00 $\frac{3}{4}$ 9.84

Balance to be disposed of by the Court 144.26

\$ 251.00

Isle of Wight County, to wit, The Commonwealth of Virginia to the
Coroner of Norfolk County greeting. We command
you to summon William Harvey executor of, and devisee under
the last will and Testament of Thomas Johnson ~~decd~~.

to appear before the Justices of our county court of Isle of Wight
at the Courthouse of the said county on the first Monday in Novem-
ber next, to answer a bill in Chancery exhibited against
him by Samuel Jones executor of Ann Scott ~~decd~~.

And this he shall in no wise omit under the penalty of £100
And have them there this writ. Witness Nathaniel Young
Clerk of our said court at the courthouse the 5th day of September
1792 in the 50th Year of the Commonwealth.

Nathl. Young

I acknowledge service of the within subpoena.
Sept. the 7th 1825.

Teste
John W Mindarich
William X Havis
his Mark

James son of Scott

John in City

Mary son of Johnson

Proctor for Plaintiff

To the Worshipful Court of Ble of Wight County,
in Chancery sitting.

Humbly complaining sheweth unto the Court, your Orator
Samuel Jones Executor of the testament and last will of
Ann Scott dec^d. That some time on or about the 20th day
of January A.D. 1810, a certain Thomas Johnson in order to
secure unto your Orators Testatrix, the payment of the sum of
Thirty four pounds, eighteen shillings, and 5^d which he was
justly indebted unto her, executed a deed of Trust in due
form of law in which one William Jordan was Trustee,
upon a certain plantation, tract or parcel of land, situate
lying and being in the county of Isle of Wight, bounded by
the lands of Joseph Matthews, Henry Bradley's heirs, and
the main swamp that empties into Henry Godwin's mill
pond, it being the same land whereon the said Thomas Johnson
then lived. That he also executed a bond unto the said
Ann Scott in her life time, for the same debt, and which bond
is referred to in the said deed of Trust. Your Orator begs leave
further to represent that the said Thomas Johnson paid to the
said Ann Scott in her life time, the sum of fifty dollars on
the 15th day of August 1811 - as also the sum of forty dollars
on the 23rd day of April 1814 which payments are endorsed
as credits on the said bond. The deed of Trust, bond, and a
statement shewing the amount of the debt due the ~~plffs~~
Testatrix, marked A.B.H. are herewith filed, and prayed to be
received and taken as a part of this bill. Your Orator
begs leave also to state to the Court, that one William
Jordan the Trustee is dead, and your Orator's ~~his~~ rep^res^tative -
That being the personal representative of both
creditor & Trustee, he is advised that it would be improper
and illegal for him to act in both characters, and proceed to
execute the Trust by enforcing a sale of the land mentioned
in the said deed - and that his remedy was to be found in a
Court of equity where matters of this sort are properly
cognizable, and relieveable. He moreover states to the
Court here, that the said Thomas Johnson has died, Testate,
and that one William Harvey his executor named, has qual-
ified as such in this Court. That in and by the said
last will and testament, an office copy of which is

hereto annexed, marked D, and prayed to be taken as a part of this his bill, the testator among other things devised as follows: "I give unto William Harvey my plantation whereon I now live, after paying to Ann Scott the Mortgage or deed in trust she has against the said land."

And your orator charges that the sum of forty nine dollars and fifty cents with interest thereon from the 23^d day of April 1814 (if there be no error in the calculation), is the balance due on the said deed in trust, - that the same has not been paid to the said Ann Scott in her life time, or to your orator her executor since her death, at any time whatever -

That the estate and interest in the said land, and premises so conveyed, became absolute in the said Ann in her life time and your orator well hoped that the said William Harvey and Thomas Johnson's will, would either have paid your orator since the death of the said Ann, the balance of the debt so as aforesaid stated, or would have suffered your orator to have peaceably and quietly held & enjoyed the said premises. And for that purpose your orator has frequently and in a friendly manner applied to the said William Harvey in a respectful and decent manner and requested him to pay the balance of the said debt so due and owing; or else quietly and peaceably to deliver up possession to your orator of the said premises, together with all deeds, writings, and evidences relating to or concerning the same, and to release all his right, title, and equity of redemption of in and to the same premises to your orator executor as aforesaid: And your orator well hoped that the said William Harvey executor and devisee as aforesaid would have complied with such reasonable request of your orator as in justice and equity he ought to have done. But now seeing, may it please the Court, that the said William Harvey combining and confederating himself with divers other persons, whose names when discovered he prays may be made definite hereto with apt and proper words to

charge them now to injure and oppress your orator in the premises, and to defraud him of the principal money and interest due the estate of his testatrix, refuses to pay the same or to deliver up possession of the premises, or to release all equity of redemption in the same, or to give him any satisfaction in the premises.

all which actings and doings are contrary to equity and good conscience, and tend to the manifest injury and oppression of your orator.

In tender consideration whereof, and for as much as your orator is remediless in the premises, and cannot enforce a sale under the said trust deed, but by the aid, and intervention of a Court of equity, where matters of this sort are cognizable and relievable. -

To the End therefore that the said William Harvey Executor, and devisee of the said Land under the will & testament of the said Thomas Johnson may be made a defendant hereto, and may upon his corporal oath full true and perfect answers make to all and singular the premises, as fully and particularly as if the same were here again repeated, and he thereto interrogated, according to the best of his belief, knowledge, and information, more particularly whether the said Thomas Johnson did not execute such deed of trust as is herein before set forth, and produced, whether it is not for good and valuable consideration - whether he is not Robert & Legatee devisee of the same land under the will aforesaid: he, he paid the said debt in any shape, character or manner, or any part thereof, how much, when, and to whom - and whether the said sum of \$49.56 with interest thereon at the rate of six per centum per annum from the 23^d day of April 1814 is not really justly due unto your orator Executor as aforesaid, on the said deed of trust and bond - And that the said William Harvey may be decreed to pay to pay, and satisfy unto your orator the aforesaid sum of \$49.56. with interest from the 23^d day of April 1814, the said, together with your orator's costs;

and in default thereof that a sale of the Land in the said deed of Trust mentioned, may be made for the purpose of satisfy-
 ing the said debt interest, costs and charges, and that the
 said defendant and all others may be foreclosed of and from
 all equity of redemption, or claim, in and to the said land
 and premises mentioned, in the said deed of Trust, and
 every part and parcel thereof.

and that your Orator may have
 such other and further relief in the premises, as to your
 worshipful Court may seem meet and proper, and in
 conformity to the principles of equity and good conscience
 May it please &c. to grant &c.
 Proutis. Atto for Compell.

Sept. 15th 1825 came to
 hands with the bond, statement.
 Sp. in ch. S. & copy of J. Johnson's
 will, & the deed of Trust -

Bill of costs

Atto.	\$5.00
clerk.	4.79
Jan.	1.00
<u>W</u>	<u>10.79</u>

Sam. L. Jones & Co. Scott
 vs 3 Bill
 William Harvey & Chitels
 1. deed of Trust.
 2. Bond.
 3. Statement
 4. Copy J. J. will.

Proutis. Atto.

Sept. 15th 1825

Bill filed

Jan. 2^d 1826

Nisi Decree

Feb. 7th 1826

Nisi decree filed

(Ble of Wright)

March 7th 1826

Intally decree

Sept. 4th 1826 Reproch
 returned & cont.

Oct 2^d 1826. order for bond.
 to pay the surplus of the sale
 of Land, to W. Harvey ex. of
 Thomas Johnson decd.

70
10
10
10
20
10
10
10
10
10
10
35
<u>10</u>
3.87
<u>40</u>
4.27
<u>52</u>
4.79