

1767-005

SOUTHAMPTON COUNTY
CHANCERY PAPERS

TAYLOR VS. SEBRELL, 10/1767

other surnames: Batts,
Kello, Phillips

Tary for
S. Bull } Papers

July 17 67.
Jas for hearing
Oct. 17 67 for Pitt

Stone

Taylor

to

Schell

} Bill in fame
168th C

Aug 6^r
for time to ans^r

Sept^r att^r for ans^r

Aug 1764

cont^r for answer

Oct 1766

ans^r filed & time

Over con^r

Mat con^r

April

up from

May

Dispo^r published

Sept^r hear^r

June

Dispo^r published

Sept^r for hearing

To the Worshipful his Majesty's Justices of the Peace for the
County of Southampton sitting in Chancery

Humbly complaining sheweth unto your
Worships your Orator Kirichen Taylor That one Sebrall
of this County being indebted to your Orator in the Sum of
twenty pounds Current Money did for Securing the said Sum
unto your Orator the following Goods & Chattels, to wit, three Beds &
Furniture, three Iron Pots, one Sorrell ~~horse~~ Horse, nine
Sheep, five Cows & their Increase with Condition of Redemption
of the said twenty pounds & Interest thereon
from the Date of the said Mortgage till paid on or before the
twentieth Day of July 1666 & 1667. Your Orator further shews
That the Time limited for the Payment of the said Sum of
Money being long since expired and no Payment made he
hath applied to the said Daniel Sebrall for the Payment of the
said Sum of Money or to deliver up the said Goods & Chattels
to your Orator But now so it is may please your
Worships That the said Daniel Sebrall altogether refuses
to pay him his Money or deliver up the said Goods & Chattels
under diverse frivolous Pretences All which being
contrary to Equity & Justice & tending to the Ruin & Oppression of
your Orator unless relieved by your Worships In tender
Consideration whereof and for that your Orator is remediless
at Law & only properly releasable in this Court To the end
therefore That the said Def^t. may on his Corporal Oath full
true & perfect Answer make to all foregoing & more
Allegations of this Bill as fully & particularly as is herein
again repeated & interrogated and more especially
Whether he was not indebted to your Orator in the Sum
aforesaid & made a Mortgage to secure the said Payment thereof
as above? is it paid or any part thereof? And That the said
Def^t. may be compelled by Decree of this Court to pay the

Principal & interest due to your Honor on the said Mortgage
 by a short Day to be appointed by this Court or that he may
 be foreclosed of & from all equity of Redemption in the
 Mortgaged Premises & your Honor's Estate therein
 become absolute — May it please your Worship
 to grant to your Honor his Majesty's Will of Supra de
 Miles County

Ston
 Taylor }
 } Bill in Lane
 } 168th C
 Sebell }

Aug 61
 for time to ans^r

Sept^r ans^r for ans^r

Aug 1766

cont for answer

Dec 1766

ans^r filed & time

Ans^r con^r

Ans^r con^r

a part

up from

May

Ans^r published

Sept^r hear^r

June

Ans^r published

Sept^r for hear^r

Subrell
and
Taylor } and.

The answer of Daniel Sebrell defendant to the bill of
complaint of Thureken Taylor complainant

This defendant now and at all times saving & reserving
to himself all and all manner of advantage of exception to the
many untruths and imperfections in the complainants said
bill of complaint contained For answer thereto or to so much
thereof as he is advised is material for him to answer -
unto he answereth and saith that true it is that he was
indebted to the complainant but not in the sum in the bill
mentioned and that for securing the payment of such sum to wit
2000^l of transfer tobacco or cash at two pence per pound This
defendant did execute a mortgage for the goods & chattels in
the bill mentioned to wit 2000^l of tobacco This defendant alledge
was the true and real consideration for this defendants -
executing such mortgage and was for the purchase of a horse
of him the said complainant And this defendant expressly
charges that by an agreement with the said complainant
which was made on or about the month of 17/03 the
goods and chattels mentioned in the said mortgage were to be
redeemable by the payment of 1000^l of tobacco within one
year after the said agreement and 1000^l of tobacco the residue
within five years after the date of the said agreement and also
that he the said defendant was not to be chargeable provided
the first payment was punctually made with any interest
arising thereon And this defendant further saith that he

Sebrell
vs
Taylor

And in
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did well and truly pay or cause to be paid unto the said complainant
or his order the sum of £ 1000⁰ of tobacco within one year after
the date of the said agreement according to the tenure and
purport thereof and that he is ready and willing to pay the
residue when the time limited by such agreement shall expire
that this defendant being ignorant and illiterate did not know
it was necessary to have the agreement aforesaid recited in the said
mortgage but that trusting to the honesty and integrity of the
complainant did execute such mortgage as in the bill is mentioned
through the persuasion and entreaty of him the said complainant
tho he positively avers that the agreement between them
was such as is therein recited without that that he

Oct. 1766

Invent to in Court

Daniel Sebell

Taylor
~
subrell

Yall^h

Exempted

The Amillo 26th

George the third by the grace of god of Great Britain France and
Ireland King defender of the faith. To the sheriff of Southampton
county greeting we command you that you attach Daniel
Sebrell so that you have his body before our justices of our said
county court at the courthouse on the second Thursday in
October next to answer us as well of a certain contempt
by him the said Daniel ^{his} offered as upon those things
which to him then and there shall be objected and have
then there this writ witness Rich^d Wells clerk of our said
court at the courthouse the sixteenth day of September
in the fifth year of our reign

For not answering the bill of complaint
of Ninian Taylor agt him

R. Wells
Clerk

Taylor }
Shaw }
~ }
Schrill }
} there

Nov ~
time to long hill
~~Jan of time to long~~
cont of hill

Mar 6 3 cont
July 17 64
time to an

Donnell
Jas
Boutte
J. H.

George the third by the grace of God of Great Britain France
and Ireland King defender of the faith &c To the Sheriff of
Southampton County greeting we command you to Summon
Daniel Sebrill.

to appear before our justices of our County Court in Chancery
at the court house of the said county on the second Thursday
in November next to answer a bill in Chancery
exhibited against him by Thirsk Taylor

. and this he shall in no wise omit
under the penalty of £100 with costs R. Skello Clerk of our said
court at the courthouse the twenty ninth . . . day of
October . . . in the fifth year of our reign

R. Skello
Clerk

To

The worshipful court of
Depon's

Abrell
ad,

Taylor

Southampton

Taylor
Abrell
Taylor

Hay for
of
Subrid

Good Man
f

The execution of this commission appears by a
certificate the Depositions of Peter Butts, Richard
Hells & Moses Philips hereto annexed.

J. Gray
Chas. Cosby

George the third by the grace of god of Great Britain France and
Ireland King defender of the faith &c To Joseph Gay. The mas.

William & Charles Corbe gent greeting know ye that we trusting
to your fidelity and provident circumspection in diligently
examining whatsoever witnesses as well on behalf of
Penitron Taylor sett as Daniel Sebrell sth command you
or any two or more of you that at such certain days & place
as you shall appoint you assemble yourselves and
the witnesses afores^d before you or any two or more of you you call
and cause to come and diligently examine on the holy
evangelist of almighty god and their examination into
the court of our county of Southampton without delay
you shall send and certify enclosed returning also true
this writ witness Rich^d Wells clerk of our said court at
the courthouse the 9th day of April in the 15th year
of our reign.

R. Wells
J. C.

The deposition of Peter Butts of full age taken by virtue
of a commission issuing from the court of the county of
Southampton in chancery in a suit then depending between
Therish Taylor plaintiff and Daniel Sebrell defendant being
first sworn deposes and saith that some time in the summer
of the year 1763 by direction of Richard Wells he this deponent
did pay to the plaintiff Therish Taylor one thousand pounds
of transfer tobacco which the said Wells informed this
deponent was for the use of the defendant Daniel Sebrell
saith not

Sworn to before us this .5th day of
May 1767
J. Gray
Chanc. Corby

Peter Butts

The deposition of Richard Wells of full age being first
sworn in the said suit saith that the defendant Daniel some
time in the summer 1763 informed this deponent that he
had purchased a horn of the plaintiff Therish for two thousand
pounds of tobacco one thousand pounds of which was then to
be shortly paid the other thousand some years after then
desired this deponent to pay and advance one thousand pounds
of tobacco to the said Therish Taylor for him which this deponent
did by directing Mr. Peter Butts the then sheriff of the county
of Southampton to pay the same to the said Therish out of
the tobacco in his hands belonging to this deponent and which
this deponent believes the said Peter Butts did duly pay
according to such directions & further saith not

Sworn to before us this
5th day of May 1767.
J. Gray
Chanc. Corby

R. Wells

The deposition of Moses Phillips of full age taken in the
same suit being first sworn deposed and faith that he was present
and heard the plaintiff and defendant conversing about the
payment of two thousand pounds of tobacco by the defendant to
the plaintiff for a good horse that he then understood that
the said defendant had then made provision for the payment
of one thousand pounds of the said tobacco by Mr. Wells or Mr.
Butts that he also heard the plaintiff then agree that
if the said Daniel did pay the remaining one thousand pounds
of tobacco in four or five years that he would be satisfied that
this deponent believes the aforesaid ^{conversation} ~~agreement~~ was in the beginning
of the year 1763 and further saith not. Moses Phillips
sworn to before us this 5 day
of May 1767.

J. Gray
Chas. Corby

Recd of Mr. Daniel Sibrell a Mortgage against
a Bond of his for a horse which is full satisfaction
in a gainst that Bond

July 28th 1823

Thurston Fay. W

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7. 10

12 20

20

8. 16. 0

11. 12. 0

him. He gave a mortgage of the goods he bide, for securing the payment of
2000 £ to. which the Def was to pay for the purchase of a horse, with this
express cond. that if 1000 £ of this 2000 £ was paid the then next year, that then
~~the remaining 1000~~ the Def was to stay 5 years for the residue, & no more
was to be charged. That the Def is ignorant that it was or ever any to write
this agreement in the mortgage & relied entirely on the word of the Plt. That
he did pay 1000 £ to the Plt according to his agreement & is willing to pay the residue
when the time limited shall expire.

To

W. Daniel Smith

Thy

Sir I have sent a Bond that is the
Ballance of your Act which I
shall be glad if you will give your
Bond for the Ballance your whole
Account for the Horse and stone
Account it is to get this if you
give your Bond you may depend
that I will stay the time I promise
you, dont fail giving your
Bond as I want to get Bonds of
Every Body, I am

Yours
July 25 ———— Thomas Taylor

Letter to }
Taylor } Hon.

John B. Taylor
Hon.

This Indenture made this Twenty sixth day of July One Thousand Seven Hundred
and Sixty Three Between, Daniel Sebrell of the Parish & County of Southampton
Planter of the one Part and Kinchen Taylor of the said Parish & County of
the other part, Witnesseth, that for and in Consideration of the sum of Twenty
Pounds Current Money of Virginia to the sd Daniel in hand paid by the
sd Taylor, as or before the sealing and delivery of these Presents, the Receipt
whereof the sd Daniel doth hereby Acknowledge, he hath granted Bargained and sold
Alien Released and Confirmed, and by these Presents doth grant Bargain
sell Alien Release and Confirm unto the sd Kinchen Taylor for Ever, the follo
wing Articles Testaments, Three Beads & furniture, Three Iron Docks, One
Sorell Horse, Nine Sheeps five Cows with their Increase, and all
the Estate Right Title and Interest, of him the sd Daniel Sebrell of in and
to the same saving and any Part thereof, to have and to hold the sd, three
Beads and furniture, Three Iron Docks, one Sorell Horse, Nine
Sheep, & five Cows with their Increase, unto the sd Kinchen Taylor his
Heirs Executors Admrs or Assignes, for Ever, to the Only Proper Use and
Benefit of him the sd Kinchen Taylor, Provided always, these Presents
are upon this Condition, Never theless that if the sd Daniel Sebrell
his Heirs or Assignes, or some or One of them do and shall will and
lawfully pay or Cause to be paid unto the sd Kinchen Taylor or his Order
the sum of Twenty Pounds and Interest thereon from this date till the
same be paid & satisfied, on or upon the Twentieth day of July one Thou
sand Seven Hundred & Sixty four, that then this Present Indenture and
Every thing therein contained shall be void & become utterly
Void, & the said Daniel Sebrell for him self his heirs Executors & Admrs
doth Covenant promise & grant to and with the sd Kinchen Taylor
his Executors and Admrs or Assignes the sd sum of Twenty Pounds and
Interest thereon, on the sd Twentieth day of July 1764 without fear or
Covins, & further it is agreed the Parties, to these Presents, that
till default shall be made in the Promise or Condition herein
Before mentioned, the sd Daniel Sebrell shall continue in possession
of the above things Before mentioned, In Witness the sd Daniel
Sebrell hath hereunto set his hand and seal the day and year first
above Written

Sealed & Delivered
in Presence of
Moses Booth
Moses Phillips

Daniel Sebrell

Received this Twentieth Sixth day of July of 63 the within Sum of
£20 Down do the Condition money Within Mentioned

Witness

Subscribed to }
Taylor } Son.

John D. Taylor
17th Nov 63