

1792-009

Southampton County

Chancery Papers: Newsum vs Marko

3/1792

Newsum
vs
Marko Bill.


Febr. 1791.

D/ B 2

To the worshipping the court of Southampton county in
chancery sitting humbly complaining sheweth unto
your worships your orator Randolph Newsum
that sometime on or about the 14th day of May in the year
of our Lord 1790 a certain Joseph Marks of this county was
indebted to your orator in the just & full sum of
one hundred & thirty pounds current money of Virginia
& being willing & desirous to secure the same to your
orator, on or about the 14th day of May 1791, made a deed
to your orator for four hundred & seventy seven
acres of land, lying & being in the county of Southampton
the said deed ~~being~~ ^{having been} properly written & recorded in
this court, a copy of which being hereto annexed
your orator prays may be considered as part of this his
bill of complaint. The s^d. deed ^{included} ~~included~~ also
the crop of all kinds that was on the s^d. plat^t or tract
of land, also the stock of all kinds, plow-hoes, digging mattocks,
carpenters tools, cooper's s^d. saws & axes, cart & wheels, linen
wheels, woaden s^d. care & chest, dutch oven, frying pan,
pewter, stone, knives & forks. &c, &c, &c. The land ^{be}ing
to the s^d. Randolph Newsum his heirs & assigns
for ever. But upon this proviso nevertheless, that
the s^d. Randolph Newsum should make sale of
the s^d. land, crop &c, &c, at any time after the 25th
day of Dec^r. next ensuing the date of s^d. deed; & out of
the moneys arising from the sale first to satisfy & pay
the aforesaid sum of one hundred & thirty pounds, with
interest on the same, & after discharging the s^d.

debt & interest thereon, to pay the balance if any to the
P. Joseph Marks — But as it is may it please your
worships that although the s^r. Marks has been often request-
ed in a friendly manner to comply with the requisites,
or stipulations of the s^r. deed, & suffer a sale of the s^r.
land & other articles by the s^r. deed conveyed, he hath
& still hath refused to comply with your orator's friendly
& reasonable request. All which actings & doings
of the s^r. Joseph Marks are contrary to equity &
good conscience. In tender consideration
whereof, & for as much as your orator is properly
relievable in a court of equity, where matters of
the present nature are cognizable. To the end therefore
that the s^r. Joseph Marks may on his corporal oath
full true & perfect answer make to all & singular
the allegations of this bill, as fully as they were again
repeated. But more particularly whether he
was not indebted to your orator in the just & full
sum of one hundred & thirty pounds. did he not
in consideration thereof & of five shillings to him
paid make a deed to y^r. orator for the land & other
articles herein mentioned, to be sold as is herein
set forth. has the s^r. land, &c. &c. been sold, why
is the sale withheld. And that this worshipful
court may order & decree the s^r. tract of land
herein mentioned, & other articles, or so much

as will be sufficient to discharge the debt of one
hundred & thirty pounds, with ^{interest} thereon, & then
the balance if any to be refunded & paid
back to the s^r. Joseph Marks, or make such
further or other decree as may appear
just & reasonable is the prayer of your
orator, & y^r. orator shall ever pray &c.

Bⁿ. Drew for the compt^r


debt & interest thereon, to pay the balance if any to the
P. Joseph Marks — But so it is may it please your
worships that although the s^d. Marks has been often request-
ed in a friendly manner to comply with the requisites,
or stipulations of the s^d. deed, & suffer a sale of the s^d.
land & other articles by the s^d. deed conveyed, he hath
& still doth refuse to comply with your orators friendly
& reasonable request. All which actings & sayings
of the s^d. Joseph Marks are contrary to equity &
good conscience. In tender consideration
whereof, & for as much as your orator is properly
relievable in a court of equity, where matters of
the present nature are cognizable. To the end therefore
that the s^d. Joseph Marks may on his corporal oath
full true & perfect answer make to all & singular
the allegations of this bill, as fully as they were again
repeated. But more particularly whether he
was not indebted to your orator in the just & full
sum of one hundred & thirty pounds. did he not
in consideration thereof & of five shillings to him
paid make a deed to your orator for the land & other
articles herein mentioned, to be sold as is herein
set forth. Has the s^d. land, &c. &c. been sold, why
is the sale withheld. And that this worshippful
court may order & decree the s^d. tract of land
herein mentioned, & other articles, or so much

This Indenture made the fourteenth day of May in the Year of
our Lord One thousand seven hundred and ninety between Joseph
Marks of the County of Southampton & State of Virg^a. of the one part
& Randolph Newdorn of the County & State aforesaid of the other part.
Whereas the said Jos. Marks stands justly indebted to the said Ran-
dolph Newdorn in the just sum of one hundred and thirty Pounds
current money of Virg^a. & being willing to secure the payment of
the same with Interest to the said Randolph Newdorn. This In-
denture witnesseth that the said Jos. Marks for & in considera-
tion of the sum of five shillings by the said Randolph Newdorn to
him in hand paid, the receipt whereof he doth hereby acknow-
ledge, & for the securing of the payment of the aforesaid sum of
one hundred and thirty pounds with Interest to the said Ran-
dolph Newdorn hath bargained and sold & by these presents doth
bargain and sell unto the said Randolph Newdorn his Heirs & Assigns
signs one certain tract or parcel of Land containing by estimation
four hundred and seventy seven Acres, also the crop of all kinds
& Stock of all kinds that is on that plat of the said Land where-
on I now live, plow hoes, digging Mattocks, carpenters tools, broopers
D. Saws & Axes, cart & Wheels - Linen wheels, Wollen D^o - base
& Chest - Dutch Oven - kettle, Trying pan - pewter - stone, Knives
& forks &c. &c. &c. To have and to hold the said bargained premises
unto the said Randolph Newdorn, his Heirs & Assigns for ever
But upon this express proviso, in trust and confidence for the
said Randolph Newdorn & Joseph Marks that he the said
Randolph Newdorn shall on the sale of the aforesaid Land, crop
&c. &c. &c. at any time after the twenty fifth day of December
next ensuing & out of the money arising from the sale first to
satisfy and pay the aforesaid sum of one hundred and thirty pounds

with Interest as aforesaid, & after discharging the said Debt and Interest
 to pay the Balance if any unto the said Joseph Markes, and the
 said Joseph Markes for himself his Heirs, Ex^{ors} or Adm^{rs} doth
 grant and agree with the said Randolph Newsom that he shall
 have a claim to the aforesaid Land, Prop^{ty} V. V. V. But if upon
 the settlement of the above Deed of Trust there appears to be a defi-
 ciency in the same, it shall be rectified agreeable to the Consent of
 parties. In Witness whereof the parties to these presents have hereunto
 set their hands & seals this Day & Year above written

sealed & delivered
 in presence of
 Edw. Fisher
 Nathan Markes
 his
 Sterling X Seal

Joseph Markes (Seal)
 Randolph Newsom (Seal)

I am to certify the above said
 of trust and no other by the parties
 ordered to be recorded
 Thells &

Markes } Deed
 to } of
 Newsom } Trust

Sept^r. 1790

By 1 Wit^{ness} Cont^{ra}.

ack. & ordered to be
 recorded

A True Copy Teste
 Thells &

their mention, & other articles, or so much
 as may be necessary to be seen in the
 is the case with the said. And that the
 set for the said Land, & the same, why
 at the same time
 have
 we
 but

17
Nersumy
28.
Markes J. K. K.

To Nov. 1791.

Df — Os

March 1792
dorm. by Jeff. atto

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To the worshippful the court of Southampton county in
chancery sitting, humbly complaining sheweth unto
your worships your orator Randolph Newsum that
sometime or on about the 14th day of May in the year
of our Lord 1790 a certain Joseph Marks was indebted
to your orator the sum of one hundred & thirty pounds
current money of Virginia & willing to secure
the same to your orator did on or about the
14th day of May 1790 make a certain deed, commonly
called a mortgage, or deed of trust, by which he the
s^d. Marks ~~conveyed~~ gave & in consideration of the
sum of five shillings to him paid, as well for & in
consideration of ^{securing} the further sum of one hundred &
thirty pounds, justly due, from the said Marks to
the said Newsum, with interest from the date
of the said deed, did bargain & sell to the s^d. Newsum
his heirs & assigns
one tract or parcel of land containing by estimation
four hundred & seventy seven acres, also the crop
of all kinds, & the stock of all kinds that was
then on the s^d. tract of land; ^{also} plowboes, digging mattocks,
carpenters tools, cooper's s^d. saws & axes, cart & wheels,
linen wheels, woollen s^d. can & chest, Dutch oven,
fatts & frying pan, pewter, stone, knives & forks,
de. &c. &c. To have & to hold the s^d. premises to
the s^d. Randolph Newsum, his heirs, & assigns for ever:
But upon an express proviso, that your orator
should at any time after the 25th day of December

next ensuing the date of the said deed, make sale of
the aforesaid land, crop ~~in~~ ⁱⁿ ~~the~~ ^{of} the money
arising from such sale ^{your orator should} first pay ~~him~~ ^{himself} the
aforesaid one hundred ^{of thirty} pounds with interest thereon
& after having paid himself the balance (if any) to
go to the s^r. Joseph Marks. But so it is may
it please your worship that although the s^r.

defendant Joseph Marks hath been often requested
by your orator ^{in a friendly manner} to comply with the premises, he
hitherto hath & still doth refuse to agree to this
your orator's reasonable request. In tender
consideration whereof, & for ^{much as} your orator is pro-
perly relievable in a court of equity where
matters of the present nature come fairly & often
before them, To the end therefore that the s^r.

Joseph Marks may on his corporal oath full
true & perfect answer make to all & singular
the allegations of this bill, as fully as if they
were again set forth, but more especially
whether he was not indebted to your orator the
sum of one hundred & thirty pounds. did he
not convey the land & other property herein spe-
cified by a deed to your orator? was not the same
for the purpose of securing the s^r. sum of money?

It was not the s^r. land & other property to be sold
after the time herein set forth. & was not

your ^{orator} to be paid his said debt & the balance
if any to go to the s^r. Marks? And that your
worship's may order & decree that the land herein
& hereby described & set forth, together with the
other property, or so much as may be sufficient
to discharge the debt for which the s^r. deed was
made & entered into & be sold, & the money arising
from such sale to be first applied to the payment
of your orator, & the balance (if any) to be
refunded & paid back by your orator to the s^r.
Marks is the pray of your orator; or that
your worship's may make such further or
other decree as may appear just & reason-
able - May it please

Bⁿ Drew for the compt.
①

Newsum

or

Marks

} Sea in
} Ch 4

~~Third day~~ J.

to Aug: 1791.

FD

Executed

J. Simmons Ship

The commonwealth of Virginia to the Sheriff of Southampton
county greeting. You are hereby commanded to summon Jos.
Marks to appear before the Justices of our said court of
Southampton, ^{at the courthouse} on the second Thursday in August next to
answer a bill in chancery exhibited against him by Randolph
Newsum and this he shall not omit under the penalty of
£100. And have then there, this writ. Witness Samuel
Fello clerk of our said court at the courthouse the 21st day
of July 1791 & in the 16th year of the commonwealth.

for Sam: Fello &
Jno: D. Haubmann Secy

For not answering a bill of complaint exhibited
against him by Randolph Newsum

Jno: D. Kaufmann D.C.

Newsum }
vs }
Grants }
to March 1792

~~Executed~~
Jno: Kaufmann D.C.

The commonwealtth of Virginia to the sheriff of Southampton county
greeting: We command you that you attach Jos. Marks so that
you have his body before our justices of our court of Southampton on
the second thursday in March next to answer us as well of a certain
contempt by the said Jos. Marks to us offered as it is said as upon
those things which to him then and there shall be objected, and
further to do and receive what our said court shall in this part
consider. And have then there this writ. Witness Samuel Kello,
clerk of our said court at the courthouse the 18th day of November
1791. & in the 16th year of the commonwealtth.

Jno. D. Haufsmann D^{cl}

This Indenture made this fourteenth day of May in the Year of our Lord, One thousand seven hundred & ninety, between Joseph Markes of the County of Southampton & State of Virg.^a of the one part, & Randolph Newsum of the County of Spotsylvania of the other part: Whereas the said Jos: Markes stands justly indebted to the said Randolph Newsum in the just sum of one hundred & thirty Pounds Current Money of Virg.^a & being willing to secure the Payment of the same with Interest to the said Randolph Newsum. This Indenture Witnesseth, that the said Jos: Markes for & in consideration of the sum of five shillings by the said Randolph Newsum to him in hand paid the receipt whereof he doth hereby Acknowledge; For the securing of the Payment of the aforesaid sum of one hundred & thirty pounds with Interest to the said Randolph Newsum hath bargained & sold, & by these presents doth bargain & sell unto the said Randolph Newsum, his Heirs & Assigns, one certain tract or parcel of Land containing, by estimation four hundred & seventy seven Acres, also the Crop of all kinds & flock of all kinds that is or that shall be of the said Land whereon I now dwell upon this express condition, to wit, that the said Randolph Newsum shall make sale of the aforesaid Land, Crop & Cattle at any time after the twentieth day of Oct^r next ensuing & out of the Money arising from the sale, first to satisfy, pay the aforesaid sum of one hundred & thirty pounds with Interest as aforesaid, & after discharging the said Debt & Interest, to pay the balance if any unto the said Joseph Markes, and the said Jos: Markes for him self, his Heirs, Ex^{ors} or Adm^{rs} doth give & agree with the said Randolph Newsum that he shall have claim to the aforesaid Land, Crop & Cattle. But if upon the settlement of the above Deed of Trust there appears to be a deficiency in the same, it shall be rectified agreeable to the Consent of Parties. In Witness whereof the Parties to these presents have hereunto set their Hands & seals the Day & Year above written

Sealed & Delivered
in presence of —
Edw^d C. Tupper v
Nathan Markes
his
J. Staines & Capⁿ
Mark
John Simmons Sen^r

Joseph Markes
Randolph Newsum

At a Court held for the County of Southampton the ^{11th} day of Oct 1790. This Deed of Trust was acknowledged by Joseph Markes and Randolph Newsom —
and having been before a Court held for the said County of Southampton the 9th day of Sept 1790 the Deed of Trust was proved by the oath of Edw. Newsom one of the witnesses thereto and ordered to be recorded.

Recorded
Shello, B.

Markes
to
Newsom
Sept 1790
By 1 Court Order
Recorded