

1796-004

SOUTHAMPTON COUNTY
CHANCERY PAPERS

MADILLE vs. LANIER

7/1796

other surnames: Madill

To the worshipful Court of Southampton County in Chancery
sitting— Humbly complaining sheweth unto the Court, your
orator Alexander Madillo that one Nicholas Lanier (late
of the County of Greenville) (but now a resident of the County of
Southampton aforesaid) being justly indebted to your orator
~~in~~ the sum of sixty three pounds—forty five pounds thereof
on account of house-rent, and eighteen pounds on account of
that sum advanced, laid out, expended, and paid to one Henry
Bass for the said Nicholas—and also in consideration that he
the said Alexander Madillo had become Bail for the said
Nicholas in an action brought by one William Hall against
him for the sum of fifty seven pounds. And the said Nicholas
being possessed of certain property as is hereafter mentioned,
and in order to secure the payment of the aforesaid sums of
money, and Interest thereon, ~~from the first day of February~~
~~ascertain and maintain the same~~ by one certain Deed of Trust or
mortgage bearing date the Twenty second day of December one
thousand seven hundred and ninety one; for the considerations
therein expressed, did bargain, sell, and deliver unto the
said Alexander Madillo the following negroes viz Rachel
a woman, and Pleasant, Sylvia, and Lucy her children—Jeff
a boy, and Anna a girl—also One grey horse and a black

man - To have and to hold the aforesaid negroes and
horses unto your orator his heirs and assigns forever - subject
to a provision and in special Trust and confidence, nevertheless
that if the aforesaid sums of money, were discharged by the first
day of April as aforesaid and the said Alexander Madilla
should be exonerated from being bail as before mentioned ¹⁰⁰⁰⁰ that
then and in that case the Estate and all claim therein of
him the said Alexander Madilla should cease, or be null
and void; otherwise that your orator should have full
power, (on default of the said Nicholas,) and that it should
be lawful for your orator to dispose of the aforesaid negroes
and horses, or so many of them, as should by him be deemed
sufficient, to satisfy the debts aforesaid, and interest thereon,
together with the incidental costs and charges attending the same.

Which said Deed of trust or mortgage, hath been duly proved
and recorded in the Court of Greensville County, and to which
your orator refers, ~~and also refers as part of this~~
his bill - Your orator further shews that the aforesaid sums
of money and interest have not been paid; by reason whereof
the said bargained property hath become the Estate of your
orator; yet subject to the Trust, and provisional clauses,
in the said Deed of Trust or mortgage mentioned

In consideration whereof, and for as much as matters of Trust
and the foreclosing the Equity of redemption of mortgages
are properly cognizable in a Court of equity To the end
therefore that the said Nicholas Lanier may true answer
make to the whole premises as fully as if they were
again repeated - particularly, was ^{not} the said Nicholas Lanier
Indebted the sum of sixty three pounds as aforesaid with
Interest thereon? whether for securing the payment thereof
he did not execute a Deed of Trust or mortgage as aforesaid
to your orator for the aforesaid Negroes and horses?
Whether the aforesaid sum or sums of money or any part
thereof hath been paid to your orator? Is not the said
sum of sixty three pounds and Interest still due unpaid? And that
the said Nicholas Lanier be decreed to pay and satisfy
your Orator the aforesaid sixty three pounds with Interest
thereon from the 25th Day of December 1791 till paid, together
with all ~~the~~ costs and charges consequent on the said Deed of
Trust or mortgage and the expence for recording the same, by
a short day to be appointed by this Court together with your
Orator's Costs: And in default thereof that the said Nicholas
Lanier be decreed peaceably and quietly to deliver up the

said slaves and horses to your orator that sale may be made
of the same or so much thereof as shall be sufficient to
satisfy the debt ~~of interest~~, costs & charges aforesaid or that may
in anywise be incurred thereon - And that he the said Nicholas
Lanier and all persons whatsoever, claiming from, by, or under him
may be forever fore-closed ^{of and} from all equity of Redemption, or
claim in, or to the slaves and horses aforesaid or any of
them; and that the estate of your orator, the purchaser, or
purchasers, may become absolute therein - Or that your
orator may have such further and other relief as shall be
agreeable to the Principles of Equity and good Conscience

It please the Court to be &c

Key Madille
vs Bill
Lanier

Bill for the
Complainant

March 1793 interlo-
cutary decree
July 1796 superseded in
the high court in Gt.

(Bill)

Madille } Bill in
vs }
Lanier } Chancery

Madill
vs. } Spa in Chy
Lanier }
Hill
to Aug. 1792.

Rescued

John Hurley D. Hill
Ct.

The commonwealth of Virginia to the sheriff of Southampton county
greeting: You are hereby commanded to summon Nicholas Laxier
jun^r to appear before the justices of our said county court at the
courthouse of the said county on the second Thursday in August
next to answer a bill in chancery exhibited against him by Alexan-
der Madill and this he shall not omit under the penalty of
£100. And have then there this writ. Witness Samuel Fuller
clerk of our said court the 12th day of July 1792 in the
16th year of the commonwealth

Jn^r: D. Haufmann D. C.

For not answering a bill in chancery exhibited
against him by Alexander Madill.

By Rule of court
In: D. Hausmann D. C.

Madill }
vs } Atta for
Lanier } contempt

Novbr. 1793.

Executed on
one Tin. Bar
G. Gundry D.

113
115
1243

113
226
1356
45
90

113
213
1243
41.1/2
83. cts.

63. 1. 6 9 - 7/4

1. -

The commonwealth of Virginia to the sheriff of Southampton county
greeting: We command you that you attach Nicholas Lanier so that you
have his body before the justices of our said court at the courthouse on
the second Thursday in March next to answer us as well of a certain con-
tempt by the said Nicholas Lanier 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 Saml Kello clerk of our said court
at the courthouse the 13th day of November 1792 in the 17th year of
the commonwealth.

Jno^e D. Kauffmann Dk. C
C^{uo}

To The Hon^{ble} George Wythe

12/19
30
36570
185-8

1793. Apr. 11th This day held at the
High Court a Supplicatio Madill vs
Manier in presence of Col Beng
Blunt Majr Rob. Mabry & Wm
Tho. Holliday -
Esse
J. Cato

Watson

Madille the following negroes viz Rachel a woman and Pleasant, Sylvia, and Lucy her children Jeff a boy, and Anna a Girl - also a Grey horse and a black mare to have and to hold the aforementioned negroes and horses to him the said Alexander Madille, his heirs and assigns forever: nevertheless upon Trust; in order to secure the payment of the aforesaid sums of money to the said Alexander Madille in manner following (that is to say) and it is the true intent and meaning of these presents that if the said Nicholas should pay unto the said Alexander Madille the aforementioned sums of money on or before the first day of April one thousand seven hundred and ninety two and also discharge the debt and damages which may accrue by reason of the suit aforesaid (or in case the said Alexander Madille should be compelled to pay the same to the said William Hall in consequence of being bail as aforesaid) and the said Nicholas shall immediately thereafter within ten days pay unto the said Alexander Madille all such debt and damages as the said Alexander shall have paid in consequence of being bail as aforesaid. Then this Indenture to be null and void in the

This Indenture made on the twenty second
day of December Anno Domini one thousand seven
hundred and ninety one between Nicholas Lanier
of the County of Greenwille of the one part and
Alexander Madille of the same County of the other
part witnesseth that the said Nicholas for
in consideration of the sum of forty five pounds due
the said Alexander Madille for the rent of the
House and Tenements now in the occupancy of the
said Nicholas, and also in consideration of the sum
of eighteen pounds paid by the said Madille to
Henry Baps for the said Nicholas, and also for
and in consideration of the said Alexander Madille
having become bail for the said Nicholas in an
action of debt William Hall against the said
Nicholas for the sum of fifty ~~six~~ pounds: and
also for the further sum of six shillings to him
the said Nicholas in hand paid by the said
Alex^r Madille before the sealing and delivery
of these presents - The said Nicholas hath
bargained, sold, and delivered and by these presents
doth bargain, sell and deliver unto the said Alex^r

same manner as if it had never been entered into
Provided nevertheless and it is hereby intended that if
the said Nicholas Lanier his heirs or should fail to
pay unto the said Alexander Madille his heirs or
the aforesaid ~~sums~~ ^{sums of money} by the day and date
beforementioned ~~that they~~ and in that case it shall
and may be lawful for the said Alex^r. Madille the
aforesaid Negroes and horses or so many of them as by
him shall be ^{deemed} sufficient to expose to public sale for
ready money for the best price that can be got after
giving ten days public notice by advertising the
same and the money arising from such sale to apply
in discharge of the debts aforesaid with Interest thereon
together with all incidental charges and costs attending
the same and the surplus if any to retain in
his hands until the demand of William Hall aforesaid
be fully satisfied, or until the said Alex^r. Madille
shall be exonerated by the surrender of the said Nicholas
Lanier to answer the said debt, damages and costs that
may be awarded against the said Nicholas Lanier in
the suit aforesaid - in witness whereof the said Nicholas
Lanier hath hereunto set his hand and seal on the day

and date first above written

signed, signed & delivered in

Presence of
Com^d Lucas

Nicholas Lewis

Bill

[Faint signature]

10/5 for recording this
also charged for A. Madick
P. Pelham

RRERD

(415)

pro^{ve} 26th Jan^y 1792 90/4

James Deed
to
Maddie of Shute

December the 22^d 1791.

Received the sum of six shillings for the
purpose and consideration within mentioned

Test
Com^d Lucas

Nicholas Lewis

At a Court held for Greensville County the 26th day of January 1792
This Indenture was proved by the Oaths of the witnesses thereto and
the receipt was proved by the Oaths of the witnesses thereto and
with the said Indenture ordered to be recorded

Test. P. Pelham C. Clk

[Faint signature]