

1804-011

SOUTHAMPTON COUNTY
CHANCERY PAPERS

CRICHLOW

vs.

COBB

1804

other surnames: Kello,
C Richlaw, Critchlow,
Williams, Blow, Hines, Thomas,
Bailey

N^o 68
Cricklow & J^r Jⁿ
D^r
D^rus, G^r L^o

Rice Vanuam felio

depositions

Hile.

To the Judges of Southampton County Court in
Chancery sitting - James Crieblow humbly sheweth
that on or about the day of the hire of
a certain Benjamin Cobb a negro-slave by the name
of Bob for the term of one year fully to be complete
and ended, for which he agreed to give the sum
of fifteen pounds Vt Cy. whereupon he executed a bond
to Wm Henis (then acting as Guardian to the^r Cobb),
who approved of and confirmed the^d agreement as by
the afo^r bond will fully appear — that in a few
months after, the^d Cobb took the slave Bob out of
the possession of Yr Comp^t and in a short time
thereafter sold him to Richard E Williams — and
thence Yr Comp^t was divested of all use & service of
the^d Bob for the balance of the year - Yr Comp^t
further shews that he had expended several sums of
money in tools & proper for carrying on the business
of sawing; that being the occupation of the^d Bob
chiefly — which things became of no use, and of
but little value comparatively to the purpose for
which they were bought, and that he had a num=
ber of blocks got for plank &c to be sawed up, in
which he was disappointed by the conduct of the
said Cobb — Yr Comp^t further states, that had
he not been thus deprived of the^d slave he could

have hired out for the sum of ten dollars per month for the residue of the year as he is informed & believes and that of the time then remaining there were about months -

Yr Compt also shews that notwithstanding the premises the S^r Cobb continued to demand payment of the S^r bond, and in order most probably in his opinion to give colour and secure the same (but without assignment thereof) associated the S^r bond as his said, with Wm Blow, but whether in reality or under pretext is equally a matter of indifference with Yr Compt - however the bond was put in suit, & judgment obtained thereon, so that the property of Yr Compt is now exposed to Exon to satisfy the same unless by the timely interposition of a Court of Equity it should be protected from this unjust & vexatious claim! - In tender consideration whereof, and inasmuch as matters of this kind are properly relievable here, and to the end that the S^r Benjamin Cobb may be made doft heart & answer on oath the allegations of this bill fully & particularly - and that this Court will enjoin the S^r B. Cobb in the name of Wm Henis Guardian &c and all others from proceeding in virtue of the afo^r unjust Ind^y.

until the Cause is heard in Equity, and then make the Injunction perpetual &c or that they will make such further Decree or order therein as shall be most consistent with the Principles of Justice & Equity - May it please the Court the Com^r of the S^r of Injunction to grant directed to the Deft, Commanding him to appear &c &c &c

Wm Hill for
the Compt.

Cobb. {
" { Answer
Cutchlow }

The answer of Benjamin Cobb to the bill of injunction
exhibited against him in Southampton court, by
James Crichtlow -

This depts. saying to himself all right
of excepting to the various errors contained in the
compts said bill for answer thereto, or to so much
thereof as he is advised is material for him to
answer - Says that it is true that the compts did
line of him his negro man Bob for the year
1802. That he kept the said negro in his possession
from Christmas until about the middle of August.
That about this latter period, your ~~compts~~ Respondent
discovered that he said negro had the venereal
complaint, and immediately informed the
compts of it. That the compts upon being
thus informed of the situation of Bob, told this
~~depts~~ that he (this depts) must cure him. That
in consequence of this direction of the compts,
your Respondent took Bob and put him in the
hands of doctor George G. Thomas. That doctor
Thomas took the negro and kept him eight
or ten days, when the compts told your Respon-
dent that he must put the negro in the
hands of doctor Bailey, which he refused to do,
first because he considered that removing the
negro from doctor Thomas to doctor Bailey
would be treating the former very ill, and
secondly because Bob at that time was in
such a state of salivation, that he considered
it dangerous to send him such a distance.
That the compts became irritated at this refusal
of your Respondent, and swore that the negro
should never go upon his plantation again,
~~alleging that he would punish him severely if~~
~~he returned.~~ He also stated, that your respondent
might take the negro and nurse him while

sick, and do as he pleased with him afterwards,
repeating that the negro should never again come into
possession. Your Respondent also states that after the
negro was cured which was in four or five weeks,
he sold him, but he avers, that he did so, solely
on account of the complaint declaring that he would
not take him any more. Your Respondent
did not know what else to do with the negro,
Cutchlow refusing to take him and he having
no use for him. This Respondent prays to be
hence discharged with his costs in this behalf
expended.

Benjamin Cobb appeared before me and made
oath that the allegations contained in the foregoing
answer are all true. Given under my hand
and seal this 21st day of ^{June} 1851.

Samuel W. Cobb

[Faint, illegible handwritten text]

Boston Pierce this day personally
appeared before me ~~James~~ J. Kaffir
one of the Commonwealth Justices of
the peace and made oath that he
did on the first day of the past
month Sep. 9 deliver to James Bricklow
a true copy of the within notice
Given under my hand this 14 day of
Sep. 1803

J. Kaffir J. P.

Sir James Nichol

Take notice that I shall proceed to take the depositions
of ^{Richard E. Sullivan} Samuel Wells, on Friday the 14th of September next between
the hours of nine o'clock A.M. and four o'clock P.M.
of that day in the clerk's office of the County of S.ampton
to be read in a suit in Chancery depending in the
Court of the said County wherein you are Complainant
and myself as guardian to defendant.

Aug^r 28th 1884

William Hines

Champion County (to wit)

The Commonwealth of Virginia as to us
For Ruffin W. B. Bloer

Gentlemen Justices, greeting know ye that we trusting
to your provident Circumspection in Diligently examining
Samuel Kello

James C. Kello ————— plaintiff and as on
W. B. Bloer's Guardian & for W. B. Bloer — Defendant do Com-

—mand you to Call and Cause to Come before you the
Witnesses aforesaid when and Where you shall Appoint
and Diligently examine in the holy evangelist of
Almighty God and their examination so taken into
our Court of our said County that you
send without Delay enclosed returning to us also
this writ Sam. Kello Esq of our said Court
the 14th day of Sep- 1804 and in the
29th year of the Commonwealth —
Kello

The deposition of Saml Wells of lawful age taken before us in
the clerk's office of the County of Southampton this 14 day of
September in an Injunction Writ depending
in the Court of said County between James Cricklaw
Comptroller and William Merriam guardian Benj Cobb
for Wm Blau's benefit Deft against a notice
legally given & who being first sworn deponeth
that sometime in the month Aug 1802
the said James Cricklaw came into the ^{office} of said and
~~asked~~ Benj Cobb why he had not sent Bob to
Doct^r Baileys and the said Cobb said that he had
no boy nor could he get one to go with the ^D Bob
and the Compt. Cricklaw said that he had a horse and
Cart ready if the ^D Cobb would find a boy to go down
with ^D negro Bob and the ^D Benj Cobb replied
that he could not get a boy and further that the
^D Bob had been under the hands of Doctor Thomas
and was then in a state of Salvation & could not be
moved - and the said Compt. ~~replied~~ said that the ^D Cobb
might take the ^D negro and keep him for he would

never have any thing more to ^{do} with him the Negro and
further this deponent sayeth not
taken before us this 14 day of Sep.

Sam Kello

1804

J Ruffin J.P.
Henry Blow J.P.


The Commonwealth of Virginia to the Sheriff of S'amp
County and to Benth William Blount ^{And William Hayes Guardian &} his Councillors attorn
Solicitors and Agents and every of them greeting, whereas
it hath been represented unto the Court of the County
of S'ampton in Chancery on the part of James
Cricklow who hath prayed that he may have out
writ of writs of injunction & subpoena for stay of
all further proceedings at Common Law until
hearing of the Cause, so therefor in Consideration
of the premises aforesaid, do I truly enjoin and ~~summon~~
~~and you the said Sheriff Benth Blount & his~~
and all and every the persons before mentioned that
you and every of you do absolutely desist from
all further proceedings against the said Cricklow
— on the judgment and execution obtained
— in our said County Court of S'ampton against
him by the said Hayes Guardian & until the hearing
of the said Cause in Chancery under the Penalties
of 100 pounds — Witness Myself
of our S^d Court at the Office the 23
day July 1864 Year the 24th Year of the Common-
wealth
Sam. Keller C^l

Cricket
to J. D. S.
Blac & Co. Lth
July 1804

Know all men by these presents that we James Bricklaw
& Francis Hill _____ are held our family bound unto
in the just and full sum
of _____ to be paid to the s^t

his certain attorney executor and adm^r to which payment well
and truly to be made, we bind ourselves and each of us, our and
each of our heirs ex^{ts} and adm^{rs} jointly and severally firmly by
these presents sealed with our seals and dated the day
of _____ 180 _____

The condition of this obligation is such that whereas the
above named _____ hath obtained

an injunction to stay execution on a certain judgment
obtained in the Court of the County of Southampton afores^d by
the above mentioned _____ now of the
afores^d _____ his heirs executor or adm^r

do and shall well and truly pay and satisfy or cause to be p^d
and satisfy all such sum or sums of money or Tobacco which
shall be now due on the said judgment and also pay and
satisfy unto the s^t - all just costs

as shall be or ordered against him in case injunctions afores^d
be dissolved then this obligation to be void else to remain in full

force and virtue -
Sealed and delivered
in presence of - - }

J. Bricklaw Seal
F. Hill Seal