

1814-034

SOUTHAMPTON COUNTY
CHANCERY PAPERS

MABRY

VS. BROWNE & al

5/18/14

Other SURNAMES: Browne
[John & Alexander Brown]

In the worst fit located in Southampton County in Chancey
sitting - Humbly complaining sheweth unto your worship
your orator Robert Mealy that during the years
there was a company of merchants in the town of Petersburg
acting & trading under the firm style of John and Alexander
Brown, with whom he had considerable dealings and
transactions - that there was a lengthy amount current
between them, towards the extinguishment of which
your orator paid to the said Alexander Brown the
sum of forty seven pounds, nineteen shillings and
three pence, on the 21st August 1801, as it will fully
appear by the receipt of the said Alexander Brown
here to annexed & prayed to be considered a part of
this bill - Here your orator begs leave to represent
to your worship, that about the time of the above
payment or shortly afterwards (to the best of your
orator's recollection) the partnership between the
said John and Alexander Brown was dissolved; in
consequence of which, payment was demanded of
your orator, of the balance of the amount, which was
paid against him: - Whereupon, your orator, being unable

to discharge the amount thereof, executed his bond to the
said Alexander Brown, (the active partner of the concern,)
for the same, without examining the general account between
them - the said amount being one hundred and

- upon this explicit agreement, never
- the less, made with him, by the said Alexander Brown,

that any mistakes, which might occur, should be rectified -
And here, your orator, most positively charges, that, on
examining the before mentioned account current, he has
discovered, that no credit has been given to him, for the
said sum of forty seven pounds, nineteen shillings
and three pence, paid before the execution of the bond
as aforesaid. Your orator, however, is very far from
believing that the said credit was intentionally omitted -
on the contrary he feels convinced, that it was the
result of a mistake committed in the hurry of business
so common to all mercantile houses of importance.

Your orator further states to the Court, that his dealings
with the before mentioned partnership, were conducted

on a credit of twelve months, which they intended to him,
but that, in making out the account against him, they have
drawn a balance against him, at the expiration of every
quarter of a year, and charged him with interest on the
sum due at each of those respective dates - thereby subjecting
him to the oppressive burden of paying interest upon interest.

All which acts & doings are contrary to Equity and
good conscience. In tender consideration whereof and
relief being only to be obtained in a Court of Chancery
where matters of mistake are peculiarly cognizable, your
orator prays that the said John & Alexander Brown may
be made defendants to this bill and be compelled to
answer on oath all & singular the allegations of the former
as fully, perfectly and unreservedly, as if they were
respecting each and every of them, herein particularly
interrogated - and until the matter of this bill (which
could not have been tried in the Court of Common Law at the
time of the rendition of the original Judgment on account
of the private trust & confidence between your orator
and the said Alexander Brown) be fully heard in

Court, may it please the Court to grant the common
 writ of Injunction staying all proceedings
 on the Judgment at Law which has been rendered against
 our orator for the amount of the bond before mentioned
 so far as the said \$47.19.3 is concerned. on which
 Judgment your orators property is now unjustly
 exposed to seizure &c. - May it please the Court
 to grant such other General relief as may be appli-
 cable your orators will ever pray &c.

Little for Plaintiff

July 21. 1807

Arrived in Open Court

J. Wells

May 1804
 Damaged

made to answer

July 1807 Date filed

Brown's
 Injunction.

Henry Wells

Rob Malry
to } Bond
Alex Browne

July 2. 1807

Know all men by these presents that we Robert
Mabry Rich Mabry Wm Hart are held and firmly
bound unto Alexander Browne in the just full sum
of ninety five pounds eighteen shillings & 6 to which
pay well and truly to be made we bind ourselves and each
of us our and each of our heirs ex^{ra} adm^{rs} firmly by these
presents sealed with our seals & dated this 2 July 1807

The condition of ~~this~~ obligation is such that whereas the
the above bound Robert Mabry hath obtained ~~from~~
Injunction for forty seven pounds nineteen shillings and
3^d part of a p^{ie}ce obtained of him by Alexander
Browne at Common Law untill the same can be heard
on a bill filed for that purpose, Now if the s^d Robt
Mabry shall well & truly pay & satisfy or cause to be paid
and satisfied all such sums of money or ~~debts~~ which
shall be now due on ~~the~~ much of the s^d p^{ie}ce as is enjoined
and pay all costs that shall be awarded in case the said
Inj shall be dissolved then this obligation to be void
Feyle.
Sam Kello
Robt Mabry Seal
Richard Mabry Seal
Wm Hart Seal