

1814-081

SOUTHAMPTON COUNTY
CHANCERY PAPERS

WILKINSON

VS. MABRY

5/1814

other surnames:
Camp, Lundy, Blunt,
Mason

Ed Keiron

u.

John

Mary

Bill Jannwa files

to rule to

To the worshipful bench of Justices of the Peace for the County of
Chancery Hilling. Humbly complaining sheweth unto
your worships your orator James Wickerson, that
some time in the year 1845 he purchased of
a certain Robert Mabry, whom he prays may
be made dependant to this bill, a tract or par-
cel of land containing acres - that in
payment thereof he paid to the said Mabry
in full the sum of £126.0.6 as will appear
by a statement made by the said Mabry and
hereto annexed as part of this bill - that to
complete the payment for the said land, he executed
his bond, as well as he recited, for the sum of £34.10.
and that since the execution of the said bond
he has made a payment in part of its discharge
of twenty pounds. Here your orator begs leave
further to Represent to your worships, that in
the month of June 1845, some difficulties oc-
curring between him and the said Mabry relative
to the settlement, they mutually covenanted to refer
the matter in dispute to Benjamin Plummer, and
James Hendy Esqrs, as will appear by the said
covenant hereto annexed and referred to

Is made a part of this bill - and that the said
Mabey afterwards agreed to pay all costs of
the said agreement to submit the case to arbitrators
and ~~to take~~ ^{to take} whatever a certain George Morn
was owing your orator in the said Morn's debt,
as a full discharge, as your orator conceived
them, of all claims against him - his debt against
the said Morn ^{upwards of twenty pounds} ~~the amount of~~ notwithstanding which, your
orator's property has been seized by ~~an~~ virtue
of a fieri facias, issued from your clerk's
office, in favor of the said Mabey

and is little blood - thick

is contrary to Equity - In tender consideration
whereof and because relief can only be
had in a Court of Chancery, your other prayer
that the said Whaley may on his solemn
oath, to be by him taken on the holy Evangelist
of Almighty God, be compelled to answer
the allegations of this bill fully and
satisfactorily - I pray it please the Court
to direct the Commonwealth writ of Habeas Corpus
to stay all proceedings on the said Examinations

till the matter be fully decided Equity
May it please the President & your
General ~~saying~~ ^{sayings} ~~relief~~ ^{favor}
which will ever be


W. H. J. J. J. J.

Robt Mabry's
Answer to James
McKesson's bill
of Injunction
Nov 1806 Answer
filed & ruled to be paid

To the Worshepful Court of Southampton
County in Chancery sitting - The answer
of Robert Mabry Defendant to a bill of
Injunction obtained against him in this
Court by James Wilkinson Plaintiff.

This Dft saving to himself all benefit
exception to the improprieties of the pl's
said bill for answer thereto saith; That
true it is the s.^d plf purchased this Dft
a tract of Land & that in part pay-
-ment therefor the s.^d plf paid this Dft the
sum of £126.0.6 in cash. According to
this Dft his bond for the balance of the
purchase money - But this Dft alleges
that this bond or Specialty thereto executed was
for the sum of one hundred & thirty eight
dollars payable on demand 13.th July 1853, & not
for the sum of £34.10.0 only, as hath been
falsely stated by the plf, which will ap-
-pear by an official copy of said Specialty
hereto annexed as part hereof - This Dft fur-
-ther acknowledges that the plf did pay in
part of said bond the sum of Twenty pounds
as he has stated which payment is indorsed
on the s.^d bond. - This Dft however most
positively charges that the s.^d £20. is the
only credit to which the plf is entitled &
that the balance of s.^d bond with interest &
costs is ~~now~~ ^{now} justly due this Dft. For this
Dft denies that he ever repaid his claim ag.
the s.^d plf on the said bond or Specialty to the
ar.

arbitration of any person or persons, or that
he ever received or had a right or was empow-
-ered to receive of George Mason one cent
on account of the balance of said bond.

The fact is that there were ^{other} dealings & trans-
-actions between the s.^d plf & this Dft sub-
-sequent to the said bond, about the settle-
-ment whereof they could not agree & this Dft
did say ^{he wanted} it is now willing to submit them to
arbitration. For upon this score he would not
bear an adjustment. This Dft further states
that so far from George Mason having
owed the plf any thing, the said Mason
hath since this present affair obtained a judg-
-ment of the District Court of Suffolk against
this plf for a considerable ^{amount} an execution
whereon is now in the hands of this Dft as
Sheriff of this County. This Dft denying all
ground he prays to be hence dismissed with
his costs &c -

Robt Mabry

Southampton, civil,

19th - November 1806

On this day Robt Mabry appeared before
me a justice of the peace for s.^d County & made
oath that the foregoing answer so far as relates to
his own knowledge is true & so far as relates to the
knowledge ^{of others} he believes to be true -

Jacob Darden

Wilkinson
M
Mary } Albion
} Trans

Del^d an act to compl
contg rights of 3 Act 1812
to wit 1090. 1467-1279.

May 1814
Dismissed

This day Personally appeared before me Robt.
W. Land one of the Commonwealths Justices
of the Peace for the County of Greenville
Jm^l Camp Sen. who being of Law full age
& duly sworn on the Holy Evangelists
of Almighty God deposed & says that
some time in the Spring of 1806 he
was at the House of Robert Mabry in
Company with a certain Pa^r Lundy Sen
of Sumpter County & the conversation
took place between Robt Mabry & the said
Lundy respecting an Acc^t existing between
a certain Pa^r Wilkinson & Geo Mason &
the said Mabry observed he knew nothing
about the Acc^t but if they the said
Mason & Wilkinson would make a
Settlement & the Geo Mason should
fall in debt to the Geo Wilkinson that
he would pay it. Given under my Hand

This 14. Sep^r 1807. — Robt W Land Jst

This Day Personally appeared before me Robt. W. Land one of the Commonwealth's Justices for the County of Brecksville George Mason who being of lawful Age & duly sworn on the Holy Evangelist of Almighty God deposeth & saith that some time in the Spring of 1807 he was at the House of Robert Mabry and a certain Jas. Lawrence Sen. of S^{am}pton City. happened there and a Conversation took place between Robert Mabry & the said Sunday respecting an acc^{ts} existing between a certain Jas. Wilkerson & the deponent George Mason & the said Mabry offered if they would come to a Settlement if the said Mason should be in Debt he the said Mabry would pay it & find this deponent further saith that he has always been ready to come to a Settlement with the said Wilkerson & does not conceive himself very little indebted to the said Wilkerson, Given under my Hand

This 14 day of Apr. 1807. Robt. W. Land J. P.

Wm. Samuel Wells Clerk of S^{am}pton

County

Wilkinson
in
Mabry & Spaw

Excerpted
M. C. C. C. C. C.
March 27th 1806

The Commonwealth of Virginia to the Coroner of Sampson
County and to Robert Mabry his Cancellors attornies
Solicitors and agents and every of them greeting; whereas
it hath been represented unto the Court of the County of
Sampson in Chancery on the part of James Wilkinson
who hath prayed that they may have our writ of
Writs of Injunction Subpoena for stay of all further
proceeding, at Commandare writte hearing of the Cause
we therefore in Consideration of the premises aforesaid
do Strictly enjoin and Command You the said Sheriff
Robert Mabry as aforesaid and all and every you the
persons before Mentioned that you and every of you
do absolutely desist from all further proceedings
agst. the said James Wilkinson on the Judgment
and execution in our said County Court of Solon
against them by the said Mabry - writte the hearing
of the said Cause in Chancery under the penalty
of one hundred pounds to be paid by Saml Keller Clerk
of our said Court this 24th day of February 1806
and in the 30th Year of the Commonwealth

Sam Keller C

Hampton Set

Benjamin Cobb this day personally appeared before me Benjamin Blair a justice of the peace for the County of Dorset, and made oath that he did deliver to Maj^r Robert Macey on the 2nd of July 1817 a notice of which the within is a true copy.

Given under my hand this 8th day of
August 1817

Benjamin Blair -
—

Major Robt. Maber

Sir,

Please to take notice that I shall on Saturday
the 8th day of August next, between the hours of 10^o Clock
A. M. and 6^o Clock P. M. of that day, at Anon
Shorps town, proceed to take the depositions of Benjⁿ
Blunt Senr. James Lundy Senr. and John R. Tiller,
to be read as evidence in a suit in Chancery now
depending in the equity Court of Southampton, wherein
James Wilkinson is complainant, & your self
defendant, when & where you may attend if you
think proper

James Wilkinson
by James Harris his
attorney in fact

July 21st 1807

Sampton Feb.
The Comm^t of Virginia to
Justices of the peace for the County of Accomack. Know ye that we
trusting to your fidelity & possible circumspection in diligently ex-
amining Benjamin Blunt Senr. James Leary Senr. & Thos. P. Tullar
witnesses as well on behalf of James Witherton pff as on behalf of
Robt. Macey Dep. & his command you to call & cause to come before
you the witnesses aforesaid when & where you shall appoint & diligently
examine them on the holy Evangelists of Almighty God & their examination
to take that you send without delay returning to us also this writ
Noting S. Kells clerk of our S.^t Court at the House the 4th of Aug^r 1807
In the 32nd year of the Comm^t Sam^l Kells C^k

Capt. James Harris, Attorney in fact for James
Milkerson. —

Sir

Please to take notice that I
shall on Monday, the 14.th day of September
next, between the hours of eight o'clock A.M.,
and six o'clock P.M. of that day, at the house
of Joshua C. Lundy, Esquire, in the town of
Beck, ^{for} proceed to take the affidavits of John
Camp sen.^r & George Mason; and on Tuesday the
twenty second day of September next, between
the hours of eight o'clock A.M. and six o'clock
P.M. of that day, at the house of William Hart,
in the town of Jerusalem proceed to take the
affidavits of William Hart and others, which
affidavits, to be read as evidence in a suit
in chancery now depending in the County
Court of Southampton wherein James Milker-
son is complainant and myself defendant
when and where you may attend if you think
proper. —

I am Sir

Your Ob^t Serv^t
Rob^t Mabry

August 29.th 1807

Southampton Let

James Rachell this day personally appeared
me James Lewis a justice of the peace for the County
aforesaid and made oath that he did deliver to Robert Malby
in the 20th day of November last 1808, a notice of which the
within is a true copy — Given under my hand this 19th day
of December 1808 —

James Lewis

94/14

Major Robert Mabry

Take notice that I shall on Monday the
19th day of December next between the hours of
10 of the clock A.M. and 5 o'clock P.M. of that
day in the clerk's office of the County of Sumpton
proceed to take the deposition of Benj. Bunt son
to be read as evidence in an Information now
depending in the said County ^{County} of Southampton
between James Wilkinson ^{Plt} and yourself
Def^t when & where you may attend if
you think proper —

November 20th 1808,

James Harris atty.
in fact for James Wil-
kinson —

Southampton County to wit,

The affidavit of James Lindy senr. Taken before me Benjamin Blunt senr. a justice of the peace for the County of Southampton agreeable to notice to be read as evidence in an injunction now depending in said Court, between James Wilkinson plainiff and Robert Mabry defendant. — Who being first sworn on the holy Evangelist of Almighty God, — Deposeth and saith, that he went with James Wilkinson to Robert Mabry, at the time that said Mabry signed the articles of agreement between said Wilkinson & said Mabry, but said Mabry refused to sign the same before ^{he} the said Mabry ~~signed~~ interlined said agreement and the ^{said} Mabry agreed after he signed said agreement, that he would take in George Masons hands whatever said Mason should be owing him the said Wilkinson, then the said Wilkinson asked the said Robert Mabry if he should be obliged to lose the interest of what said Mason owed him, the said Wilkinson, then said Mabry assured and said no; He would see that the said Wilkinson should not lose the interest that is above mentioned. — This affiant was present when said Wilkinson give said Mabry a bond for thirty odd pounds, the bond was wrote by said Mabry and was not read to said Wilkinson before he signed the bond, and he the said Wilkinson could not read writing, and he the said Wilkinson says the bond was to have been on demand the 25th day of December following, and not before.

Benjamin Blunt senr. and this affiant being appointed in the articles of agreement to settle their differences, and there was a day appointed for a meeting of the parties at Aaron Thorps tavern to adjust their accounts or to make a settlement agreeable to the articles entered into by said Wilkinson & Mabry and said Mabry failed to meet agreeable to appointment. — This affiant says that it was some time after the bond was given that Wilkinson informed him when the bond became due and further this affiant saith not.

Sworn to before me at Aaron Thorps tavern this 8th day of —
August 1807. —

Benjamin Blunt senr.
— " — "

Southampton County to wit

The affidavit of Benjamin Blunt sworn taken before ~~me~~ James Irwin Justice of the peace for the County of Southamp-
ton agreeable to notice to be read as evidence in an injunction now de-
pending in ~~the~~ said Court between James Wilkinson plaintiff and Robert
Mabry defendant. — Who being of lawful age and ^{being} first sworn on
the holy Evangelist of Almighty God, — Deposeth and sayeth ~~that~~ to the
best of his recollection that he was in company with Robert Mabry and James
Wilkinson in the early part of the year 1804. And James Wilkinson asked
Robert Mabry if they could not have a settlement by laying their accounts before
men, and stop their suit, or words to this effect (or import) and said Mabry ~~replied~~
replied and said he was willing, and said to ~~said~~ Wilkinson choose your men, or
and any two good men, and they may make a settlement for us, or of our accounts
~~and they both agreed~~ and James Sundry sworn and this deponent was named as refer-
rees and they both agreed to lay their accounts & all matters in dispute, (as
it was understood by this deponent ^{before} James Sundry & this deponent, and said
Mabry agreed to dismiss a suit of his, then depending (as this deponent was
informed) by said Mabry against said Wilkinson, and this deponent further say-
eth that to the best of his recollection that said Mabry did agree to include
George Massons account or accounts in the settlement to be made by the re-
ferees between said Mabry and Wilkinson. —

Question 1st By the plaintiff was there any interling in the articles
of agreement entered into by said Mabry & Wilkinson at the time said
Wilkinson signed the said agreement.

Answer there was not, that this ~~that~~ deponent recollects, but if there was
^{any interling in it} but a very few words perhaps not more than half a dozen
Question 2nd By the plaintiff was any appointment made for a meet-
ing of the referees, to adjust or settle the accounts between said Mabry
and said Wilkinson. —

Answer there was two appointments to meet at Aaron Thorps tavern and the
referees met & James Wilkinson also, was present, but said Mabry failed to
attend ~~the first~~ ^{the first} appointment, and the second appointment this deponent

could not attend and he believes said Mabry failed to attend also—

Question 3rd By the plaintiff, did the said Mabry & Wilkinson sign the articles of agreement both at the same time—

Answer said ^{Mabry} signed the said articles several days after said Wilkinson signed them, & further this affiant says not.

Suora to before me in the clerk's office of the County of Southampton this 19th day of December 1808

James Hewitt J. C.

Mabry } Recd
to
Wilkinson }

£126.0.6

Gold	12. 2. 22	£64. 15. 6
Silver	£40.	12. 0. 0
Bond & Int.	104. 50	31. 7. 0
Additional Intrest on Bond	£3. 34	1. 0. 0
4 Cows & Calves		16. 0. 0
Small Silver	£3. 00	0. 18. 0
		<u>£126. 0. 6</u>

Rec^d Dec^r 29th 1802 of James Wilkerson
 the Sum of One hundred & twenty Six
 Pounds & Six pence, in part pay of the
 purchase of a tract of Land, sold him
 lying on the three Creeks in Southampton
 containing 160 $\frac{1}{2}$ Acres. —

Witness
 Jno R Gillan

Robt Mabry

Wilkinson
to } note
Mabry }

\$138

Copy

On Demand I James Wilkinson (Overseer) of the County of
Sampson, do promise to pay or cause to be paid unto Robt. Mabry
his heirs or assigns the sum of one hundred and thirty eight Dollars;
to which payment well and truly to be made. I bind myself
my heirs &c in the penal Sum of two hundred and Seventy
Six Dollars, as Witness my hand and Seal this 13th day
of January 1803

Witness

his
James X Wilkinson Seal
mark

James Sundry

Memorandum if the within bond is paid within two months
from the date hereof, then there is to be a deduction of
twenty two Dollars, sixty two Cents, Witness my hand
this 13th day of January 1803

May 7th 1803 By Cash in part in sweep of horses = Sixty
Six Dollars Sixty five Cents in part of this note

Littles Meason

Robt. Mealy

Attn Copy Teste J. Amherst

Meekinson

to { note
Mealy

\$138

Copy

We James Wilkinson and Robert Mabry
of Southampton county do covenant and agree
Whereas ~~there is~~ ^{there is} an execution
now in the hands of the Sheriff of Southampton
and the property of said Wilkinson is taken by the
said Sheriff to satisfy the said execution in favor of
said Mabry ~~against~~ ^{against} the said Wilkinson
and said Wilkinson supposing he has claims agt.
the said Mabry to nearly or quite or perhaps more
than will satisfy the whole of said execution Now
the said Mabry and Wilkinson do agree to refer
their said accounts and differences to be finally
settled and adjusted by Benjamin Plimpton
and James Dundy ^{except what is due to Wilkinson by the said Mabry} who shall assemble and meet
the said the said parties at such place and time
as the said Arbitrators shall appoint and the
said parties shall then and there produce all
their accounts and claims against each other
and the said Arbitrators shall have full power
to adjust and settle the same in such manner
as they shall think most agreeable to justice
and equity, and the said Mabry and Wilkin-
son do by these presents bind themselves in the pe-
nalty of One hundred dollars each to stand and
abide by the Arbitration and award of said Ar-
bitrators and in the mean time all Operations
of the said suit shall abate and be of no force
and lie dormant until the arbitrators shall
make their award of the said differences and disputes
In Witness whereof the said
humans

Mabry and Wilkinson have herunto set
 their hands & seals this ~~10th~~ 17th day June
 One thousand eight hundred and five
 Sealed & delivered
 in presence of }
 Test
 Irwin Mayes
 Lufford Lundy
 James Lundy

Robt Mabry Seal
 James ^{his} Wilkinson Seal
 mark

The Robert Mabry agreed that
 he would pay all cost that should
 arise from the within agreement
 and would take what ever George
 Mason are owing James Wilkinson
~~in the name of~~ in George Mason
 hands
 James Lundy

Mabry Diff
to } Recd.
Mickerson

Rec^d February 24th 1807 of James Wilkerson by
the hands of Capt. James Harris, the sum of
Five pounds seven shilling, and a penny in
full of Debt & Cost of an execution which
Issued from the district Court of Suffolk in
favor of George Mason against the said Wilkerson.
= Lon.

Robt Mabry Shff

Greenville County Collet

This day James Wilkinson
personally appeared before me and
made Oath to the Justice of the
within Account given under my
hand this 9th day of March 1807

Mr. Madill 18

Major Rob^t Mabrey to James Wilkerson - Dr

1801	To 2 blade Stacks -----	£ 2 ⁰⁰	5 ⁰⁰	0 ⁰⁰
	To my half of 4 Sows & piggs & 15 Shoats -----	6 ⁰⁰	19 ⁰⁰	6 ⁰⁰
	To 245 ^{lb} Tobacco, which is my part this year Lat. 22 ¹ / ₂ pl -----	2 ⁰⁰	7 ⁰⁰	3 ¹ / ₂
	To one Harrow Ax -----	"	4 ⁰⁰	0 ⁰⁰
1802	To 45 ^{lb} Tallow @ 10 ⁰⁰ -----	1 ⁰⁰	19 ⁰⁰	9 ⁰⁰
	To Cash p ^d for one peck Salt -----	"	1 ⁰⁰	6 ⁰⁰
	To loss of work by Negro Austin out of my hope 4 Weeks by your orders -----	"	6 ⁰⁰	0 ⁰⁰
"	To loss of work by Negro Ben who was in your service 5 Months -----	1 ⁰⁰	0 ⁰⁰	0 ⁰⁰
	due -----	£ 15 ⁰⁰	3 ⁰⁰	1 ¹ / ₂

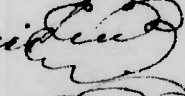
Wilkinson
To Mary & Elizabeth

Know all men by these presents that we James Wilkinson
James Harris and James Lee are here and jointly bound
unto Robt. Mabry in sum of

to which payment well and truly to be made we bind
ourselves and each of us our and each of our heirs &
ad^{rs} jointly and severally firmly by these presents sealed
with our seals and dated this 17th day of July 1806

The condition of this obligation is such that
Whereas the above named ~~James~~ Wilkinson hath obtained
an Injunction to stay the proceedings on a certain
Judgt^{mt} obtained in the County Court of Lancaster afores^d
by the above mentioned Robt. Mabry Now if the
aforesaid James Wilkinson his heirs & ad^{rs}...
shall well and truly pay and satisfy or cause
to be paid & satisfied unto the Robt. Mabry all
just costs as shall be ordered ag^t him in law
the injunction aforesaid be dissolved then this Obligation
to be void & else to remain in full force & virtue

Signed & sealed & attested
In presence of

James ^{his} Wilkinson 
James Harris 
James Lee 