1821-005 SOUTHAMPTON COUNTY CHANCERY PAPERS

CRICHLOW VS. BLOW (2) and
CRICHLOW'S ADMINISTRATOR VS. BLOW'S EXECUTOR
3/1821

other SURNames: Thomas, Briggs

Hoschlow
vs
Blow } Bill

July 1809. Injunction
granted as to £32:10:4 p.
on giving Security

To the worshipful Court of Southampton
in Chancery sitting — Humbly complaining
Sheweth unto your worships your orator John
Crichlow. That a certain James Blow
of this County instituted a suit against your
orator upon a note under seal dated in
the year for the sum of £36
and recovered a judgment on the same on the
Common Law side of this Court at
March term last. your orator represents
to your worships that subsequent to the
execution of the said Note the said
James Blow purchased of your orator
a bay horse at the price of One
hundred dollars for which your
orator had no credit at the trial
of the suit at Common Law and he
also represents to your worships that a
small account amounting to the
sum of £2. 10. 4½ due for tavern exp-
enses still outstanding and unpaid
by the said James Blow and for which
he also has obtained no credit upon his said
Note. All which is contrary to Justice

and equity. Intending discoveries whereof
and in as much as your orator is desirous
in the premises except by the interposition
of this worshipful Court he prays that your
worships would make the said James
Blow defendant hereto and Compel
him upon his corporal oath full true and
perfect answer to make to all and
singular the allegations herein contained
&c. and your orator further prays
that your worships would injoin
all further proceedings upon the
said judgment as far as the £32-
10-4½ will discharge the same
and your orator further prays that
your worships would grant such
other and further relief in the premi-
-ises as may suit his case and that
they would grant the Commone-
-alths writ of subpona & injunction
and your orator as in duty bound
will &c -

Southampton to wit
July 17th 1809. This day John Crichlow Jenso-
-nally appeared before me a Justice of the
Peace for the said County and made
oath to the truth of the foregoing bill

Jacob Darden

Bill

Blow

May Court 1810.
Bond given by Spa specified
& Bill filed Rule A

June 1810 Rule to answer
July Rule to answer
Sept 1810 answer filed
Rule to dispose —

as

Apl 1814 Rule to dispose
at May Ct
May 1814 referred to M.C.

Nov. 1818 ref'd to Mr Faucett
March 9th Spa of Reivers in the name
of ~~Blair & Rives~~ in Blows Exrs

Nov 1821 dispersed —
Costs $39.16 Cts

To the worshipful Court of Southampton County
in Chancery sitting - Humbly complaining
sheweth unto your worships your orator John Faulkner
that a action at Law James Blow of this County, whom your
orator humbly may be made a defendant to this bill
some time ago instituted suit and recovered a Judgment
against your orator at the Southampton side of this Court
at the March Court 18[illegible], on a note executed by your
orator to him for that time for the sum of thirty
six pounds - Your orator further states to this
Court, that subsequent to the execution of the said note,
the said James Blow purchased of him a bay horse
at the price of one hundred dollars, for which your
orator was not allowed a credit at the trial of the said
at Common Law, although at the time of selling the said
horse, he intended that the purchase money should
be applied to the credit of the said note and calculated
that it would have been so applied - Your orator
also states to the Court that the said James Blow is
also indebted to him in the sum of £2:10:4½ for
sundry expenses for which he has obtained no
credit on the said note - But so it is, that
notwithstanding these credits to which he is justly
entitled the said James Blow has [illegible]
and an execution against his said goods & chattels

If has actually obtained a Judgment at the said comm
-on Law which he is enabled to recover there - Law of
thereby considerably enlarged & increased the original
debt - which is contrary to Equity & good conscience
& tender consideration whereof the cause ought
only to be had in a Court of Chancery, where matters
of fraud, trust and mistake are properly cognizable -
your orator prays that the said James Blair may
be compelled on his corporal oath to answer all
& singular the allegations of this bill fully, perfectly
distinctly and unevasively - that the Court will
enjoin the said James Blair & his
from further proceedings on the said Judgment rendered
on the said forthcoming bond until the matters of
will be fully heard & determined in Equity - that
the Court will render any other decree & perpetual
the said injunction or otherwise as from the hearing
of the cause may be deemed proper & expedient,
& grant any other & general relief in the premises
which may be meet & applicable - May it please
the Court to grant the Commonwealth writ of Subpa
-na commanding the and your orator as in duty bound
will ever pray &c

Jno Tricklow

May 22. 1810 Sworn to in Court

Sam Kello

The answer of James Boyce to a bill of Injunction exhibited against him in the County Court of Southampton, by John Crichlow, for answer thereto - saving to himself all manner of exception &c. - Saith - that true it is, as stated in the said Bill, this respondent did buy & receive of John Crichlow a horse, at the price of $100 - not because he was in want of the said horse, but to get payment on his open account, which otherwise might have run over five years, & thereby have been subject to the act of limitations; that the said $100 - was accordingly credited on the said Jno. Crichlows account, then existing between them for dealings & transactions seperate and distinct from the bonded debt due from the complainant to this respondent

That no such agreement was ever made & had it been proposed would never have been agreed to by this respondent as putting a credit on the bond for the amount of the said horse; since the purchase was only made with a view of getting payment on the open account, the bond being considered good if suffered longer to remain unpaid and not so the open acct. - which the complainant Crichlow could never find time to adjust; and further this respon-

2 bill.

respondent solemnly avers in the face of heaven that no such instruction - agreement - insinuation - or direction was ever given or heard of as placing the credit for the horse on the said Crichlows bond until long after suit had been instituted thereon; — this respondent therefore as he had a right to do: put the credit on the open Account; which it is true was not equal in amount to £100 — but that the balance which then appeared in favor of the said Crichlow over and above the open Acct. was immediately carried to his credit on his bond — and will appear by reference to the said bond & open Acct. filed in the clerks office — which it is prayed may be taken and considered as part of this answer.

That as to the £2:10:4 stated in the bill, to be Tavern expenses, and not allowed as a credit on the said bond the account may be just, but the reason of its having been contracted was that Crichlow as Agent of his dec. Brother was indebted on an acct to this respondent which is within the knowledge of the said John Crichlow a larger sum than the £2:10:4 - and on that like the other account something besides money must be taken, or that like the other account, remains unpaid, this respondent never being fortunate enough to get in all his just demands on the said Complainant Crichlow but a few Dollars in cash as will appear by the said account filed in the office — notwithstanding the many applications for payment on his various claims.

That this respondent had indulged expectations after the first injunction granted to the complainant and his neglect to comply with the directions of the Court, for 14 months: in giving bond and security as the law requires, that there was a prospect of obtaining at no distant period, the money so justly Due to him. — But since to his astonishment, he finds new & additional counsel employed - a new bill exhibited, as if there never had been one before, when 14 months had rolled away since the first extension of the merciful arm of the Court to arrest the progress of a Judgment justly rendered to this respondent - all of which proceedings shew most clearly the complainants intention of avoiding payment forever. —

This respondent therefore prays the said Bill of Injunction may be dissolved & he have the benefit of his Judgment at Law. — & be hence dismissed with his costs so unjustly incurred &c.

J. Blow

Southampton Co.

This day appeared before me Josiah Vick a magistrate for the s. County James Blow & made oath to the truth of this foregoing answer — Given under my hand this seventeenth Day of September 1810.

Jo. Vick J.P.

James Blows
Answer to
J. Hubbards
Bill of Injunction

Sep. 1810, Answer
files finle to dispobie

102.

Crichlow
Vs
Blow

Injunction
Ejectment

May 1810

June 5th 1810
Executed
Sam Calvert Dep Shff
James Gue Shff

The Commonwealth of Virginia to the Sheriff of Southampton County and to James Blair his Councellors attorneys and agents and every of them greeting whereas it hath been represented unto the Court of the County of Southampton in Chancery on the part of John Crichlow who hath prayed that he may have an writ or writs of Injunction suspend for stay of all further proceedings at Common Law till hearing of the Cause we therefore in Consideration of the premises of our said do strictly and Command you the said sheriff James Blair and all and every the persons beforementioned that you and every of you absolutely desist from all further proceedings against the said Jno Crichlow on the Judgement and Error obtained our said County Court of Southampton against him the said Jno Crichlow until the hearing of this said Cause in Chancery under the penalty of one hundred pounds Witness Sam Kello clerk of our said Court at the Court house the 23d day of May 1800 and in the 24 year of the Commonwealth

Sam Kello

Crichlow
vs
Blow. } Injr.
Subp.

The Commonwealth of Virginia to the Sheriff of Southampton County, and to James Blow his councellor, attornies, Solicitor, and against all and every of them greeting. Whereas It hath been represented unto the Court of the County aforesaid in Chancery on the part of John Crichlow who hath prayed that he may have an writ or writs of Injunction Subpona to Stay all further proceedings at Common Law untill the hearing of this cause, Therefore in consideration of the premises aforesaid We do positively injoin and Command you the said Sheriff, James Blow and all (and every the persons before mentioned, that you and every of you do absolutely desist from all further proceedings against the said John Crichlow as to Thirty two pounds ten Shillings and four pence half penny part of a Judgment and execution obtained in the County Court aforesaid against him by the said James Blow untill the hearings of the said cause in Chancery, under the penalty of one hundred pounds. Witness Samuel Kello clerk of our said Court at the Court-house, the 24th day of August 1809. in the 34th year of the Commonwealth

Samuel Kello

Memo:

Bond filed, according to Law.

H. Minton D.C.

Crichlow vs Thomasien } Spa of Revival

Fo September 1815

The Commonwealth of Virginia to John Thomas Executor of James Blow dec.d Greeting. for certain cause moved before our Justices of our county court of Southampton in chancery, you are commanded and firmly enjoined that all other matters and causes whatsoever Set aside, in your proper person you be before the Justices of our Said county court of S.d Co.y for at the courthouse on the third monday in September next to Shew good and Sufficient cause why a certain bill in chancery and the proceedings thereupon had, lately brought by John Crichlow ag.t James Blow Should not be retrieved. And further to do and receive what our Said court Shall in that part consider And this he Shall in no wise omit under the penalty of £100 and have then there this writ. Witness James Rochelle clerk of our Said court at his office the 17.th day of June 1816 and 39.th Year of the comm.th

James Rochelle C.

Briggs ad: 3
3
Blows & Son 3 Spa of Revivo

To April county court
1821

Executed

William H. Nicholson
dpty of Geo. Hines shff

The Commonwealth of Virginia to the Sheriff of Southampton county Greeting You are hereby commanded to Summon John Thomas Executor of James Blow dec.d to appear before the Justices of our county Court of Southampton at the Courthouse on the third monday in April next to Shew cause if any he can why a certain bill of Injunction and proceedings thereon had originally ~~brought~~ exhibited by John Crichlow to enjoin James Blow from further proceedings upon a Judgment obtained against him by the said Jo.s Blow Should not now stand revived in the name of Henry Briggs adm.r with the will annexed of John Crichlow dec.d against the said John Thomas Executor of James Blow dec.d and further to do and receive what our said court in this part may consider - And this he shall in no wise omit under the penalty of £100. And have then there this writ - Witness James Rochelle clerk of our said county court of Southampton at his office the 9th day of March 1818 45th Year of the Commonwealth

James Rochelle C.

Mr. James Blow.

To John Cruchlow Dr.

1805			£	s	d
June	23	To dinner and brandy 3/		3	0
	29	" Club 3/9		3	9
July	4	" dinner 6/ (12th) Brandy 4½		6	4½
Sept.	20	" dinner 3/ (21st) dinner 3/ (22d) dinner 3/		9	0
Oct.	5.	" Brandy 9d ditto 1/6		2	3
Mar.	18.	" 3 half pints Spirit 2/3 (20) Brandy 9d		3	0.
			£ 1	6	4½
1806					
Oct.	–	Cash at Bethlehem		4	0
			2 "	10	4½

Enclosure
to
Blow
Insp.
Bond

Know all men by these presents that we John Crichlow and Benjamin Hines are held and firmly bound unto James Blow in the sum of Sixty five pounds and nine pence, to which payment well and truly to be made, we bind ourselves our and each of our heirs exors & admrs firmly by these presents, sealed with our seals and dated this 24 day of May 1810.

The condition of the above obligation is such that whereas the above named James Blow hath obtained a Judgment at common law against the above bound John Crichlow for the sum of thirty pounds two Shillings & Eleven pence including debt int costs and Sheriffs commissions — and whereas the above bound John Crichlow hath obtained an Injunction to stay the proceedings on the said Judgment and costs ~~as to thirty two pounds ten Shillings and four pence half penny~~ until the matter thereof in Equity on a Bill filed for that purpose can be heard,

Now if the above bound Jno Crichlow shall well and truly pay or cause to be paid unto the said James Blow the aforesaid sum of thirty two pounds ten Shillings & four pence half penny and costs, and all damages & costs that shall or may arise in case the said Injunction shall be dissolved, this this obligation to be void otherwise to remain in full force & Virtue.

Sealed & delivered
in presence of
H Hines

Jno Crichlow Seal

B Hines Seal