

1826-004

SOUTHAMPTON COUNTY
CHANCERY PAPERS

ELLIS

VS. HARRISON'S admr

ELLIS

VS Harrison's EXOR & al

6/1826

other Surnames: Mundal,
Sullivan, Clifton, Scott,
Mundall, Sylleman,
Sullevant

Ellis, Hanson

Beer

11/2/18

Dec. 1819 Jy. ^{or granted}

This day Norrington Ellis Came before me
and made oath to the allegations contained in
this Beer. Given under my hand this 20th
day of December. 1819

Beny Griffin JP

July 27th 1820 Jy. ^{or}
renewed & further
time allowed to give bond

March 20th 1820 bond
given

D.

To the worshipped the County Court of Southampton
Chancery sitting. Humbly complaining sheweth unto
your worshipps your Orator Norington Ellis. that
sometime in the year 1812. Sally Harrison died leaving
your orator John Mundae Joseph Manali representative
Lydia Mundae her heir at law which last is married
to your Orator. Polly Mundae who has married Isaac
Pyluan her heir at Law. in the manner hereinafter
stated viz Sally Harrison formerly Sally Clestan was
sometime ago married to one John Scott who died ^{intestate}
leaving his widow who was possessed of one negro as her
tutor & also John Mundae (the father of your
Orator wife & the other parties mentioned in this bill as
legals) his half brother & heir at Law. whereby he became
entitled to the said negro at the death of his said widow.
that the said Mundae did sometime since leave
a will to this effect that whichsoever of his children
should be alive at the time of the death of said
Scott widow should inherit the said slave. & your Orator
begs leave to state. that none of his children were alive
at the time of said widow's death except those mentioned
in this bill. that since the said widow of Scott has
remained with the Henry Hanson. that the said Sally
Scott since Sally Hanson. at the time of her death
left Thomas Harrison her administrator. that shortly
afterwards the said Hanson who is prayed to be made a defendant
to this bill. refused to deliver the negro to the legals.

referred but proceeded to hire out the said negro man whom
your orator hired, an account of which said transaction
the said Hannan has received a judgment in this court against
your orator for the amount of \$5 dollars & thirty cents
contrary to equity & good conscience in as much as your
orator has paid for the said negro in this said court.

In tender consideration whereof & inasmuch as your
orator is without remedy in the premises at law it is prayed
that your worship would adjudge Order & decree that the
said Hannan be enjoined from further proceedings at law
until the termination of the said suit for the said negro

& then decree between the parties, as may be consistent with
equity & ^{and} may it please this court to grant the common writ of Habeas Corpus.
I your Orator as a duty bound will ever pray

Wm B R C

Ellis Σ Lyⁿ
Hanson

March 20th 1896 Inj^y Reinstated

June 20th 1896 Inj^y Disposed with costs
& Damages acc^y to Law

To the worshipful the County Court of Southampton in
Chancery sitting - Humbly Complaining sheweth unto
your. worships your. Orator Norington Ellis that on the
day of 1812 a certain Thomas Harrison
received a judgment in the County Court of this County
against your. Orator for the sum of eight pounds. which
sum was due to him by bond executed by your orator for
the hire of a negr man Harry and which was executed under
the following circumstances. John Scott died ^{intestate} a number of years
past leaving a widow Sally. and John Mundall (his half
brother (& there being no other relation in equal degree living
-nently) his heir at law - he left also among other property
the said slave Harry. which was allotted to the said Sally
as a part of her thirds in the estate of her said deceased husband
-not estate - that about the year 1810 the said Sally Scott.
the widow intermarried with a certain Henry Harrison
who took possession of the said slave in her right and.
sometimes afterwards died and the said Sally then took possession
-on and sometimes in the year 1813 she died & the said
Thomas Harrison as ^{having qualified as such} ~~the~~ adm^r took possession of the said
Slave & hired him out. - Your Orator begs leave to state
under these circumstances the said slave Harry belonged to
John Mundall's heir at the death of the said Sally - that
the said John Mundall had previously died & by his will
^{a copy of which is herewith filed & proved a part of the will.}
of record in the Clerk's office of this County, bequeathed all
his right in the estate of which John Scott died possessed
which he would be entitled to at the death of the said Sally
Harrison. to be equally divided between his ^(the testator's) children
set Elizabeth Mundall, John Mundall, Joseph Mundall, Lydia

Mundall. Mary Mundall, ~~William~~ William Mundall, or such
of them as should be at the death of the said Sally Harrison
that at the death of the said Sally there were ~~living~~ four
of the said legates ~~of~~ John Mundall, Joseph Mundall, Polly
Mundall & Lydia Mundall. and the said Joseph Mundall
has since died intestate without leaving wife or child.
So that there are now entitled to the said negro Harry
only John Mundall, Isaac Sylliman in right of his wife
Lydia, formerly ~~Lydia~~ ^{Polly} Mundall one of the 3^d legates & your
Orator in right of his wife Lydia the other. That your
Orator hired the said negro Harry from the said Thomas Harri-
-son, the agent of the said Sally Harrison & executed his
bond as aforesaid expecting to pay it only in the worth of
his bond exceeding his proportion of interest. - but he alleges
that as no division has yet taken place, & as the said
Thomas Harrison refused to deliver the said slaves to
those entitled but has since sold him the bond of
your Orator is left there his proportion ought to be of
his hire. So that in fact the said Harrison was hiring
to him his own ^{3^d raters} property. - notwithstanding the said Thomas
Harrison instituted his suit on the said bond & recovered
judgment as above stated. & upond to deliver up the
negro. upon which your Orator together with the
other parties interested brought a suit in equity against
him for the same. & your Orator obtained an injunction
from this honorable Court. at the said judgment.
his original suit in equity still pending. - That to his
astonishment a Scire facias has been a short time since
served on him in the name of ~~Benjamin~~ ^{Benjamin} & Russell Harrison
exec of the said Thomas Harrison (who had previously died)

directing him to show cause why an execution should not
issue against him. & upon examining the office he found that
some time before an order had been made that unless he
your Orator should receive his said injunction of the report
of the said Thomas Harrison the same should stand dormant
of which Order he has never before heard. & moreover understands
that none was directed to be served on him. he thinks it hard
that a motion of the sort should be made in his absence.
and when it was done in such a manner. & not even to
give him an opportunity thro his Counsel to defend it so
to perform its condition, being as he believes. a very liberal
Court. - that he had little doubt that from the surprise
that was put upon him as it seems to him with a design too
that the Court would restate his injunction. but that
the original bill has been from some cause. Mustard so
that he is advised to file an original bill ~~up~~ ^{up} ~~that~~
the Court will now permit him to avail himself of the
equity arising from the circumstances. & under consider-
-ation of the premises it is prayed that the said Rowlet
Harrison Exec. of Thomas Harrison. - the said John Mundall
& the said Isaac Sylliman be made defts heirs & the said
Rowlet Harrison. Exec. be caused to answer each allegation
hereof & that the Court. enjoin him from proceeding
further with his Scire facias or any other process for
the purpose of compelling the payment of the judgment
& as in duty he will ever pray &c.

Donington Ellis

March 9th 1826 This day personally appeared before me, Norington Ellis, and made oath that the allegations contained in the within Bill are true — Given under my hand and Seal —

William L. Covert 

Hansen

a. cor. } answer

- Ellig

January 23rd 1873 answer
filed —

2
The Answer of Thomas Harrison to the bill of Exemption
of libels in the County Court of Southampton by
Morrington Ellis against him —

This Respondent saving and reserving to himself
all and every benefit of exception to the many
errors, inconsistencies and mistakements in the Complai-
= ants bill contained or to so much as he is advised
it is material to answer, concerning saith: —

That he admits the fact, that he is the
Representative of Sally Harrison &c. and that the
~~the~~ said Morrington Ellis did execute to
him his bond or note for the hire of a Negro. for the
sum of £.

upon which said was brought on
the Common Law side of this Court and a Judgment
obtained thereon — Your Respondent states, that as to
the Interest which Ellis, the Complainer may have
in the Negro mentioned in his bill, is a subject for
a different Tribunal — and admitting the fact
which is by no means allowed; that he is entitled
by his Intermarriage with his Wife, to an equal part
of the said slave, there are others interested equally
who are not Parties to this bill, which will appear

by his own showing - Your Respondent begs leave
hereto state, that he denies the right of the said
Ellis even to the Negro as in the bill mentioned,
unless he should prove by disinterested evidence
his title thereto -

Your Respondent states that he is the
Representative of Sally Harrison former & sundry Slaves,
which have been in her possession, he reduced
them into his, and proceeded to hire them out
as her administrators - that the Complainant hired one
& executed his bond for the same - that your
Respondent considers the debt as his own & that is right
to recover the same, as the same bond & security
for his action on the said estate - Your Respondent
having answered, Prays your Worship to dissolve the
Adjunction aforesaid - & to let him have the advan-
tages of his Judgment obtained at Common Law
&c. Praying also for a combination let Prays leave
to be clamped & with his Costs &c. - & as in duty
will ever pray &c.

Southampton County. To wit.

This day Thomas Harrison appeared before
me a Justice of the Peace for the County of Southampton,
& made oath that facts stated in the within answer
so far as they come within his own knowledge, ~~are~~ ^{are}
true & that so far as it depends upon the information
of others he believes them to be true - Given under
my hand this 15th day of Decr. 1820.

Clement R. R. R.

Harrison

ad^r { answer.

Ellis.

May 15th 1826 filed

The separate answer of Rowell Harrison vs. of Thomas
Harrison dec'd to the Bill of complaint exhibited against
him fathers by Christopher Ellis complainant - this respon-
dent saving and reserving to himself all just exception to
the many errors in the said bill contained for answer
thinks saith, that many of the facts and circumstances
stated and set forth in the said bill, having taken place
many years past, are matters of which he has little or
no personal knowledge: this respondent is not apprised
that any suit is now pending in which the title to the
sugar slave named Harry in the bill, ^{mentioned} is likely to be
brought into question, nor does he know or believe &
therefore he denies, that the complainant is properly
entitled to any interest or share whatever in or to the
said slave - this respondent has understood & therefore
charges that the said slave belonged originally not to
the estate of John Scott but in fact to John Muddall
the half brother of said Scott: that the said Muddall
who is entitled to the said slave, conveyed ~~him~~ or
delivered him over to Henry Harrison the grandfather
of this respondent after his said grandfather's marriage
with the widow of the said Scott in consideration
of land held by him the said Henry Harrison in right
of his said wife's dower: that said slave, ~~this~~ ^{the} respondent
has understood, many years since was sold and divided
among the descendants of Henry & Sally Harrison -

Without that &c. and this respondent claims all said
&c. & says to be dismissed with his costs &c.

Rowell Harrison

Laurens County, Tenn: This day Roubin Harrison
appeared before the subscriber a justice of the peace for
the county aforesaid? made oath that the allegations con-
tained in the foregoing return so far as they depend
upon his own knowledge are true, so far as they
depend upon the knowledge of others he believes them to
be true - sworn under my hands. This 15th day of
May 1890

Samr. Cook J.P.

Ellis 3
copy Boerw
Harrison

To be sent on Ellis

Came to hand Decr
17/1825

not Executed for want
of time

Stephen Lundberg
Dy of Jeremiah Cobb Esq

Southampton November County Court 1825

Novinton Ellis

against

Thomas Harrison

Plt.

Def.

upon an Injunction

It appearing to the court that since the awarding the Injunction in this case that the defendant Thomas Harrison has died, on motion it is ordered that unless the plaintiff shall revive this suit against the defendants representative on or before the first day of the next county court of Southampton to be held in the month of December next the Injunction heretofore awarded in this case shall stand dissolved as an act of this day.

Attest Teste James Rochelle S.
(17)

~~Ellis & Wm. J. W. Jones
No. 10
Hampden~~

July 1820

New home to be
given —

Know all men by these presents that we Mornington Ellis
and Thomas Harrison are hold and jointly bound ~~Thomas Harrison~~
as administrator of Sarah Harrison decd, in the just and full
sum of Sixteen pounds to which payment well and truly to be
made, to the said ~~Thomas Harrison~~ ^{Thomas Harrison} ~~Prorog.~~ as aforesaid, we bind
ourselves and each of us, our and each of our heirs executors and
administrators, jointly and severally jointly, by these presents sealed
with our seals and dated this Eighth day of February 1820

The Condition of the above obligation is such that whereas
the said ~~Thomas Harrison~~ ^{Thomas Harrison} ~~Prorog.~~ of Sarah Harrison decd. hath
obtained a Judgment in the Common Law Court, against the
said Mornington Ellis, Charles Harrison, & Helen Pope Secutives for his
appearance, at ^{December} ~~Prorog.~~ Court East for the sum of Eight pounds with
Int. to be Comp. after the rate of 5p per centum per annum from the first
day of Oct. 1814 till Paid also Seven dollars & Seventy five Cents Cts. and
whereas the said Mornington Ellis has at Decr Court being the same
Court, the Judgment was rendered, obtain an injunction to stay
all further proceeding upon the said Judgment, until the matter in
equity, in a bill filed for that purpose can be fully heard and determined
Now if the said Mornington Ellis shall well and truly pay
or cause to be paid unto the said ~~Thomas Harrison~~ ^{Thomas Harrison} ~~Prorog.~~ administrator
of Sarah Harrison decd, all damages and Cts, that can or
may arise in Case the said injunction shall be dissolved
and also the amount and Cts of the said Judgment, then
this Obligation to be Void else to remain in full force & Virtue

Signed sealed and ~~attested~~
acknowledged in the
presence of

A. Micolton

Know all men by these presents that we Norrington Ellis and
Robert Murrell are here and jointly bound unto the
Harrison & administrator of Sarah Harrison and in the Just and
true Sum of fifteen pounds which pay ment well and truly to
be made, to the said Thomas Harrison & adm^r as aforesaid, we
bind ourselves and each of us, our and each of our heirs
executors and administrators jointly and severally jointly by
these presents. Sealed with our seals and dated this 20th day of
February 1820

The Condition of the above obligation is such that whereas
the said Thomas Harrison & adm^r of Sarah Harrison did half
obtain a Judgment on the Common Law side of this Court
against the said Norrington Ellis, Charles Harrison and Nelson Pope
Securities for his appearance at December Court last for the Sum
of Eight pounds with interest thereon to be computed after the
rate of Six per Centum per annum from the first day of Oct.
1814 till Paid also Seven dollars and Twenty five Cents Cts. and
whereas the said Norrington Ellis did at dec^r Court bring the same
Court the Judgment was reversed, obtained an injunction, and
the time in which he was, to have given bond having elapsed, the
Court at their February term, ordered that the said Injunction
should be reinstated and time allowed to give bond, - to stay all
further proceedings upon the said Judgment until the
matter in equity, contained in a bill filed in this Court
for that purpose can be fully heard and determined now
if the said Norrington Ellis, shall well and truly pay or
cause to be paid unto the said Thomas Harrison & administrator
of Sarah Harrison and all damages and Cts. that can or
may arise now and then the said injunction shall be dissolved
and also the amount and Cts. of the said Judgment, then
this obligation to be void, else to remain in full force & virtue
Signed Sealed and delivered
and acknowledged in the
presence of
A. Missillon

Norrington Ellis ^{and}
Robert Murrell ^{and}