

1836-028

SOUTHAMPTON COUNTY
CHANCERY PAPERS

MAHONE VS. HODGES et al.

4/1836

Other SURNAMES: Browne,
Veale, Harrison

Mahone

{ Papers -

Hodges &

1835. April 16 Injunct. awarded & H.C.

24. Bond & filed

25. Sp. issued.

June R. Sp. Ret. & Ex. on Harrison &

Hodges no Substantant.

July- Sp. & Hodges ret. not found

Aug. Ans. filed. & Resp. H.C.

1836 April Injunct. Dissolved.

Mahone

vs

Hodges & others

Bill of injunction

Injunction awarded according
to the prayer of the Bill on the
usual terms.

Rich. H. Baker

16. Apr. 1835.

Parker p. q.

To the Honorable Richard H. Baker judge of the
circuit superior court of law and chancery for
the County of Southampton

Thumblly complaining sheweth unto your honor
your orator Fielding J. Makone, that in the year

he purchased of one Henry H. Hodges, one
third of a tract of land purchased by the said
Henry H. Hodges father William Hodges, who
was vendee of one Edwards Browne vendee
of Jesse Browne & wife, which said Jesse was
vendee of a certain George Beale and his wife
Elyse, your orator further states that the said
Elyse Beale is still living the widow of George
Beale, that ~~the~~ land in question belonged to
her before her intermarriage, & that although
the united in the deed of conveyance to Edwards
Browne, ~~the~~ ^{she} ~~has not~~ ^{has} relinquishment has
never been taken according to the act of the
General Assembly, by which alone a feme covert
can make a valid conveyance of real estate, and
the land aforesaid is still subject to her claim,
& your orator is liable to be deprived of it, if she
should think proper to assert her rights, in a suit
of ~~for~~; your orator further states, that he
executed to the said Henry H. Hodges his note
for \$

as part of the purchase money, who
assigned the same to one William Harrison
who has brought suit and recovered judg-
ment against your orator in the circuit superior
court of law and chancery for the County of South-
ampton at the present term of the said court for
the sum of \$

your orator refers
to a copy of the said deed from the said Henry H.
Hodges to him, and to a copy of the said judg-
ment of Harrison against Hodges, filed herewith
and prayed to be taken as a part of this bill, by
which it will be seen that the said deed contains

a clause of general warranty - Your orator is en-
dowed, that he might not be compelled to pay
the purchase money to the said Henry Hodge
or his assignee, until a good complete and
indisputable title is made to him for the said
tract of land - In such consideration whereby
& inasmuch as your orator is, immediately in
the premises, sworn by the intervention of the
^{honorable} ~~respectable~~ court, your orator prays that
the said Henry Hodge and the said Wm
Harrison may be made defendants hereto
with apt and proper words to charge them
and that they may fully and severally an-
swer the allegations herein contained upon
their respective corporal oaths - and that
the said William Harrison & all other persons
may be enjoined from all further proceedings
in the said judgment at law, until the matters
and things herein set forth can be finally
heard and determined - and that your
Honor would be pleased to grant such other
further and general relief touching the pre-
mises, as may seem consistent with equity
and justice, & your orator will ever pray -
Parker p. g.

Southampton County

Personally appeared before me a justice of the
peace for the County of Southampton aforesaid
Tudling J. Mahone, who made oath that the
facts ^{stated} contained in the above bill upon his own
knowledge are true and there stated upon the infor-
mation of others he believes to be true given under
my hand and seal this 12th day of April in the

year of our Lord one thousand eight hundred
and thirty five.

N. L. Selous M. J. Seal

F. P. Mahons

21 { Answer

H. H. Dodge Esq.

1895 July 20th

The separate answer of Henry N. Dodge, to the bill of Complaint exhibited against him & another, in this Honorable Court, by Feeling J. Mahone, complainant.

This defendant saving and reserving to himself all manner of advantage to the many errors and insufficiencies in the said bill of Complaint contained, for answer, thinks & says - That it is true as stated by the complainant that he purchased of this defendant one third part of a tract of land devised by descent from his father Wm Dodge, who devised it immediately as alleged from one George Vrele; that it is equally true that Eliza Vrele, wife of the said George Vrele, never did execute any relinquishment of her right to the said land, and that, so far as is known by this defendant, she is now living; but he denies that the circumstances of this case, as made out by the complainant, are such as to exonerate him from the payment of the ~~sum of~~ ^{purchase} money, or such as to justify a Court of Equity in interfering to restrain the judgment obtained for the recovery of the same ~~at law~~. And this defendant further answers and says, that the complainant purchased the said tract of land with a perfect knowledge of the defect in the title of which he now complains, and voluntarily agreed to take it "at all hazards", and to bear the burden of any responsibility which might be encountered in the perfection of the title. And this defendant further answers and says, that the complainant, since his purchase as aforesaid, has transferred the said land to one D. Lafayette Browne, received the consideration for the same, and executed a conveyance to him (as appears by a deed now of record in the Clerk's Office of South Amptn, & to which, if useful, this defendant begs leave to refer); and therefore there cannot be, as al-

logged by the Complainant, any ground what-
ever to apprehend an eviction ~~should~~ from the
said Eliza Beale, should she think proper,
and were it competent for her, at any time
hereafter, to institute suit for the recovery
of the said land. And this defendant, not
confessing any facts to be true not heretofore
improperly admitted, but denying the same,
prays to be heard dismissed with his costs in
this behalf sustained.

Wm D. Hodges, p.d.

H. H. Hodges

Starrsboro County, to wit: This day appeared
before the subscriber, a Justice of the Peace
in the said County, Henry H. Hodges, who
made oath that the facts stated in the fore-
going ~~are~~ ^{answers} are true and correct to the best of
his knowledge and belief.

Henry Harrison

F. I. Mahons

21 } Answer

H. H. Hodges p.d.

1835 July 20th

The separate answer of William Harrison to the bill of Complaint exhibited against him and another by Festing J. Mahone, Complainant.

This defendant saving and reserving to himself ~~whenever~~ all manner of advantages to the many vices and inefficiencies in the said bill of Complaint contained, for answer thereto, or to so much thereof as he is advised it is material for him to make answer unto, answers ~~that~~ says, — That he knows little or nothing in relation to the facts in controversy between himself and the Complainant, and therefore begs leave to refer to the answer of the defendant Henry M. Hodges, ~~which~~ and to adopt the same as a part of his own, as it presents a clear and more satisfactory explanation respecting the intention of the Complainant. ~~He says~~ ~~that~~ ~~he~~ ~~is~~ ~~in~~ ~~his~~ ~~power~~ ~~to~~ ~~give~~. In addition to that statement, however, he further answers and says, that ~~at~~ he is the assignee of the note executed by the Complainant to the defendant H. M. Hodges, for the purchase money due on the sale of the land mentioned in the Complainant's bill; ~~and further, that at the time he purchased the note he was not aware that there existed any equity by which the said note might be affected in his hands, or that there was any defect in the title to the land sold; which circumstance, though not of itself sufficient to deprive the Complainant of his right to an injunction, yet when viewed in connection with other facts, may exert some influence in a court of equity on the decision of the case.~~ And this defendant, having answered the, prays to be hence dismissed with his costs in this behalf sustained.

Wm. D. Hodges, J.D.

Wm. Harrison

So. Hampshire County, to wit: This day ap-
peared before the subscriber, a Justice of the
Peace for the said County, William Harrison
who made oath that the facts contained in
the foregoing answer are true and correct to
the best of his knowledge and belief. Given under
my hand this 20th day of July 1855.

Car. Rogers J. B.

F. I. Mahone

or { answer.

Wm. Harrison

1855 July 20th

Hodges for 8⁰
" E. C. P. J. J. J.

Mahons

" { Ea: with bill

Hodges 4

Southampton Circuit Superior Court April Term 1835.

Henry H. Hodges for the benefit of William Harrison

against

Filding McMahon

Plff:

In Debt.

Dft.

The defendant still failing to appear on the motion of the plaintiff by his Attorney it is considered by the Court that the plaintiff recover against the Defendant the sum of One hundred dollars with legal Interest thereon from the 25th day of December 1827 till paid the debt and interest in the declaration mentioned and his costs by him about his suit on this behalf expended And the said Defendant in Mercy &c. This judgment is to be satisfied for \$23. paid April 28th 1828 & for \$8. "for paid September 16th 1828 - Plaintiff Costs \$6.73.

Attest
J. R. Edwards

Teste

L. R. Edwards D^o

To enjoin the defendants, their agents, attorneys and all others concerned from further proceedings on a judgment of the Court of Southampton Circuit Superior Court of law and equity, recovered at the April Term 1835 of the said Court by the Defendant Henry H. Hodges for the benefit of the other defendant against the plaintiff until the further order of the said Court. The said plaintiff having given bond and security as the law directs, and filed a release of all errors at law in the said judgment and proceedings.

Teste James Rockwell, Ck.

C. S. C.

McNamee

" E. A. & S. J. J. J.

Hodges & Co

1835 June Rules

Parker

Executed by delivering a true copy to William Harrison May 30/1835 Henry H. Hodges no in habitants

John C. Tamm
Ck. of B. County
Thp

The Commonwealth of Virginia:

To the SHERIFF of *Southampton*

County.—GREETING:

You are hereby commanded to summon *Henry H. Hodges and William Harrison*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, on the first Monday of *June* next, that being rule day, to answer a

Bill exhibited against *them*
in the said Court by *Fielding J. Mahone*

And unless the said defendants shall answer the said bill, within four months thereafter, the Court will take the same for confessed, and decree the matter thereof accordingly.

And this *they* 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 the Court House, the *25th* day of *April* 183*5*, and in the *39th* year of the Commonwealth.

James Rochelle Clk

[One copy to be delivered to each defendant.]

b. 56

Mahone

a { 3 of 10 days

Boagor &

1835 only ruled

Thos. J. Kelly Court

Not found

Do inform the defendant the agents attorney and all other concerned from
 further proceedings on a judgment of the Circuit Superior Court of Law & Chancery
 for Washington County received at the Court term 1835 by the defendant
 Henry H. Boagor for the benefit of William Mahone against defendant
 under the further order of the Court. The said plaintiff having given bond &
 security as the law directs, and also a release of all error at law in its
 due judgment and proceedings.

J. O. Jones & Co. Attys.

The Commonwealth of Virginia: To the Sheriff of Nansemond County: Greeting.
We command you that you summons Henry B. Hodges to appear at the Clerks Office of
our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules
to be holden for said Court on the first Monday in July next to answer a bill in
Chancery exhibited against him and another in the said Court by Fielding J. Mahone.
And unless the said defendant shall answer the said bill within four months thereafter
the Court will take the same for confessed and decree the matters thereof accordingly; and
this he shall in no wise omit under the penalty of £100. And have them thereunto
writ. Witness James Rochelle Clerk for said Court at the Courthouse the 1st day of
June 1855 in the 59th year of the Commonwealth.

James Rochelle Clk

This Indenture made and entered this fiftenth day of November in the year of our Lord One thousand eight hundred and twenty Seven Between Henry H. Hedges of the County of Naneymond Va. of the one part & Feilding J. Mahone of the County of Southampton Va. of the other part. We true both that the said Henry H. Hedges for and in Consideration of the Sum of Four hundred Dollars good and lawful money of this Commonwealth to me in hand paid & secured to be paid by the said Feilding J. Mahone, the receipt whereof I do hereby acknowledge hath given granted bargained and sold and do by these presents give, grant, bargain, and sell unto the said Feilding J. Mahone and his heirs and assigns forever One Third of one undivided tract or parcel of land lying and being in the County of Southampton on Rottoway River, near the Town of Monroe (known formerly by the name of Browns Ferry) and containing by estimation in the whole tract three hundred and eighty Acres be the same more or less all of which will more fully and at large appear by reference to the Deed of Edward Browne and Catherine his wife to William Hedges who died seized and possessed of the same and who was the Father of the said Henry H. Hedges party to these presents which deed is duly recorded in the Clerks Office of the County aforesaid, as will by reference to a deed from Jesse Browne & Wife to the said Edward Browne it being the same tract of land which was allotted to Eliza Browne by the Commissioners who divided the lands of Doctor Samuel Browne dec^d and known in the plat thereof by Lot N^o 8 which will more fully appear by reference to the deed from George Dial and Wife to Jesse Browne which is of record in the former district Court of Suffolk together with all interest claim title and demand of him the said Henry H. Hedges in and to the said undivided tract or parcel of land which he may now be entitled to as one of the heirs and distributees of the said William Hedges dec^d unto the said Feilding J. Mahone to him and his heirs and assigns forever. To have and to hold the said one third part of the aforesaid undivided tract or parcel of land with the appurtenances hereunto belonging to him the said Feilding J. Mahone his heirs & assigns to the only proper use and behoof of the said Feilding J. Mahone his heirs & assigns forever. And the said Henry H. Hedges for himself his heirs, Exor. & adm^r. doth hereby covenant and agree to and with the said Feilding J. Mahone his heirs & assigns that he the said Henry H. Hedges and his heirs the said one third part of the aforesaid undivided tract or parcel of land with its appurtenances unto him the said Feilding J. Mahone his heirs and assigns against him the said Henry H. Hedges and his heirs and against all persons whomsoever shall well and do by these presents ^{forever} warrant and defend. In

Witness whereof the said Henry H. Hodges hath hereunto set his hand
and affixed his seal the day & year first herein written.

Signed sealed & delivered

Henry H. Hodges Seal

In the presence of

David B. Matthews

Richard ^{his} ~~son~~ ^{mark} ~~Seymour~~

Samuel Drake

Southampton County In the Clerks Office 17th Decr 1827

This Indenture of bargain and Sale was proved by the oaths of David B.
Matthews a witness thereto and having been proved on the 20th day of
November 1827 in the Clerks Office by Richard Seymour and Samuel
Drake also witnesses thereto the same is admitted to record and
at a Court held for the County aforesaid the 21st of January 1828 The said
Indenture was entered upon the proceedings of the day

Test James Rochelle C.C.

Copy Test
James Rochelle C.C.

Hodges
Sneed
Mathone

A Copy

Mathone

{ Ex: with lld

Hodges &

Southampton County to wit

I Fielding J. Mahan - of the County of
Southampton in Consideration of the terms upon which an Exjunction hath
been granted me by the Circuit Superior Court of Law and Chancery for the
County of Southampton to a Judgment of the said Court recovered against me
on the day of April 1837 by Henry H. Hodge for the benefit of William
Hanna for the sum of \$100. ~~with interest & costs~~
with legal interest from the 25 day of Decr. 1835 till paid & the Costs, do
hereby release all and every error and errors at Law in the said Judgment and
proceedings. Given under my hand and Seal this 24 day of April 1835

Fielding J. Mahan (Seal)

Mahine

" { Injoi bond of

Bodges &

Know all men by these presents that we Filding J. Mahone & Jas H. Sebell
are held and firmly bound unto Henry H. Hodges for the benefit of W^m Harrison -
in the just and full sum of Ten hundred & fourty dollars eighty cents -
to be paid to the said Hodges for & his heirs, his certain attorney
Executors, administrators, or assigns, to which payment well and truly to be
made we bind ourselves, our heirs, Executors, and administrators, jointly and sever-
ally firmly by these presents. Sealed with our seals and dated this 24th
day of April 1835

The Condition of the above obligation is such that whereas the above
bound Filding J. Mahone hath obtained from the Judge of the Circuit Superi-
or Court of Law and Chancery for the County of Southampton, an injunc-
tion to stay untill the further Order of the said Court, all further proce-
dings on a judgment of the said Circuit Superior Court of Law and Chancery
for the County of Southampton recovered against him by the above named
Henry H. Hodges for the benefit of ~~William Harrison~~
on the day of April 1835 for the sum of One hundred dollars -

with interest thereon to be computed after the rate of Six per Centum per an-
num from the 23rd day of December 1827 till payment and the Costs.
Subject to a credit of \$133 paid April 28 1828 for \$891¹⁰ paid September 16 1828.
Now if the said Filding J. Mahone shall well and truly pay and satisfy

the judgment aforesaid and also all such costs as shall be awarded against
him, and all such damages as shall be incurred by him in case the injunc-
tion aforesaid shall be dissolved, then the above obligation to be void, or else
to remain in full force and Virtue

Filding J. Mahone Seal

Jas H. Sebell Seal