

Introduction

The following is a transcription in no particular order of records requested from the Augusta County, Virginia, court clerk pertaining to the suit between John Morrison and George Huston between 1792-1795.

Records were found and photocopied by the Augusta County Genealogical Society researchers for Zipporah Tyler, May 2017.

Records transcribed by

Zipporah Tyler

May 8, 2017

Georgetown, Ky.

The Commonwealth of Virginia.

To the Sheriff of Rockingham County, GREETING:

YOU are hereby commanded to take George Huston

if he be found within your bailiwick, and him safely keep so that you have his body before the Judges of the District Court, holden at Staunton, at the next Court, to answer John Morrison of a plea of Covenant broken Damage Four Hundred pounds

And have then there this writ. Witness JAMES LYLE, Clerk of the said Court, at the CourtHouse, in the town of Staunton, the 24th day of February 1792 in this 11th year of Commonwealth.

signed

J. Lyle Jp.

The Commonwealth of Virginia

To the Sheriff of Augusta county, greeting:

YOU are hereby commanded to summon Daniel Friel (?) Wm. Renick & Robt Rennick—

to appear before the judges of our district court holden at Staunton, at the court-house, on the 3rd day of September court next, to testify, and the truth to say in behalf of John Morrison

in a certain matter of controversy in our said court, depending and undetermined between said Morrison ptt & George Huston Defendant

and this they shall in no wise omit under the penalty of 100 each And have then there in this writ.—
witness, JOHN COALTER, clerk of our said court, at the court-house the 29th day of August 1793 in the 10th year of the commonwealth.

signed

Jno Coalter

Augusta

George Huston maketh oath before Me

Robert Douthat a Justice of the Peace for the County of Augusta that he conf...[illeg.] Nathan Huston to be material witness in a writ at Common Law depending in the honourable District Court holden at Staunton wherein John Morrison is Plaintiff and the said George Huston is Defendant and that the said Nathan Huston resides in Kentucky in the County of Lyncoln-Given under my hand this fifth day of April 1792.

Signed

Robert Douthat

Rockingham

John Morrison } In Covenant

v

George Houston

This day personally appeared before Me Peter Nicholas a Justice of the Peace for the County Aforesaid John Huston & John Kiplinger of the County aforesaid and undertook for the said George Huston at the writ of John Morrison In an action of Covenant now depending in the district Court holden at Staunton that he the said George Huston should pay and satisfy the condemnation of the said Court or under his Body to pri...[illeg.] in Execution for the same or that they the said John Huston & John Kiplinger would so to for him Given unfrt my hand this second day of April 1792.

signed

John Huston

Sam...? [illeg.]

Test

Peter Nicholas

Mr. John Morrison

Sir

please to take notice that on the Eighteenth day of September next in the State of Caintuckey in the County of Lincoln and there at the Courthouse of sd. County between the Hour of eight o Clock A.M. and Six o Clock P.M. I shall proceed to take the deposition of Nathan Huston a witness in a Cause now depending in the district Court holden at Staunton wherein you are Pltf. and I am Deft. which Said deposition I shall offer as Testimony on the trial of the Said Suit.

Your humble Servant

signed

Geo. Huston

August the 2nd 1792

The Commonwealth of Virginia to Alexander Blaine and John James

Gentleman greeting: Know ye that we trusting in your fidelity and provident circumspection on diligently examining Nathan Huston a witness who resides in the District of Kentucke on behalf of George Huston. In a suit depending in the District Court of Staunton between John Morrison ptt. & said Huston Deft.

Command you or any two or more of you that at such certain days and places as you shall appoint you assemble yourselves and the witnesses aforesaid before you, or any two or more of you, you call and cause to come and diligently examine on the holy Evangelists of Almighty God, and his examine on into our sd. District, Court of Staunton, distinctly and plainly without delay you shall send and certify inclosed returning also this writ witness James Lyle clerk of our said court at Staunton this 23rd day of May 1792 in the 16th Year of our Foundation.

J. Lyle J.P.

Of John Morrison against George Huston [illeg.]

District Court in Staunton each of the parties paying own costs & oblige sir your friends and ?

Humble servants

signed

Robt Renick

Geo. Huston

Test.

Francis Erwin

Wm. Shipman

Augusta S.

This day George Huston came before me and made Oath that John Morison removed to the State of Kentucky Eight or nine years ago and still resides there as far as he the said Huston knows or believes certified under my hand this 3rd day of Sept. 1795

signed

Alexr. St. Claire?

Know all men by these presents that we George Huston & John Huston of the County of Rockingham an hold firmly bound unto Andrew Shankling Shrrff. of said County in the just & full sum of eight hundred pounds to be paid Andrew Shankling his certain assg. his Heirs, Ex. or Admns. to which payment will & truly to be made or done, we bind ourselves jointly & severally, our joint& several heirs exed. & admns. firmly by these presents, sealed with our seal & dated this twentieth of March 1792.

The Condition of the above obligation is such that if the above bound George Huston shall make his personal appearance at the next District Court to be heldd at Staunton & then & there to answer the suit of John Morrison in a plea of Covenant broken Damage four hundred pounds & then & more abide untill Dialogue? by a due course of Law then the above obligation to be void & of none Effect otherwise to remain in full force & virtue

signed

George Huston

Sealed & delivered

in presents of

Lam. W. Williams

Morrison v. Huston } notice

Lincoln County State of Kentucky

This day David Stephenson came before us Alexander Blane & John James Justices of the Peace for said County and made oath that he Served John Morrison with a true copy of the within on the fourth day of September 1792.

Certified by us 18th Sept. 1792

signed

Alexander Blane

John James

Augusta County

George Huston personally appeared before me a Justice of the Peace for the Afsd. County and made oath that he conceives Nathan Huston of the State of Kentuckey to be a material witness for him in a suit brought by John Morrison against him in the District Court holden at Staunton, and that this depont. has had a Commission to take his deposition which come? this depont. put in the hands of a certain Bofurll to take to that state and give to this Depont. brother to have the Cuseness? done. and that it hath not yet come to hand and this depont. thinks he could not with safety go to trial without it. given under my hand this 6th day of Sept. 1792.

R C Mathews

Morrison

v.

Huston

Covt. Stuart. p.q.

Apl 10 1792 Set bail & set impartama

May 10 Holmes Def. performance

June 11 Rept. & issue

1793 Apl Court plt.

Sept Jury withd. & cont.

April 1794 Cont.

sept. do

795 Apl do

sept. cont. plff.

796 Apl contd.

to be dis. as pr. order

Sept. disd. agreed

Rockingham County Court.

John Morrison complains of George Huston in Custody ?

That whereas by a certain writing made the 20th day of September in the year of our Lord one thousand seven hundred and eighty six at the Parish of _____ in the County of Rockingham aforesaid which the said ptt. brings here unto this Court sealed with the seals of them the said John ...[illeg.]

the same day & year). It was covenanted & agreed by & between the said ptt. by the name of **John Morrison of the County of Rockingham & State of Virginia** of the one part and the said Deft. by the name of George Huston of the same County & State of the other part That in consideration of the sum of one hundred and twenty pounds the said ptt. did Bargain & sell unto the said Deft. his plantation whereon he then lived containing Eighty eight acres, be the same more or less, which said sum aft 120 was covenanted and agreed to be paid in the following and form, that is to say, the said ptt. was to take **three hundred acres of Land in Kentucky** at ninety pounds the said Land to be second rate land, and the said ptt. to have his choice of two tracts of Land, the one Tract containing five hundred acres, and the other containing six hundred acres that Stephen Huston located, and half of the said six hundred his own for locating the same~

The other five hundred acres is the Land that Nathan Huston gave his obligation for and was to Deed it to him the said Deft. by the October Court next

aforesaid to be held in the County wherein the said land doth lye. The said Deft. did farther Covenant & engage that there is running water on said Land and that the said ptt. should have his choice as aforesaid in either of the two tracts already mentioned, but if said tract should contain any more than the quantity he is to have the said ptt. was by no means to destroy the remainder by running his line, but to leave the Balance as good as what he takes, paying a proper respect both to quantity & quality, the price of the said three hundred acres to be ninety pounds as before specified. & then the Balance of the said Lands price to be paid in two horses, not exceeding eight years old & the price not to exceed L.8.10? and if the said ptt & dft could not agree on the price of sd. Horses, each to chose a man & if them two cannot

agree, them to choose a third man & then the three to settle the price of said Horses, and likewise a good rifle Gun in the same manner the said Horses & Gun to be valued at ready Money price, so as not to take any advantage on account of the Scarcity of Money, but to be rated agreeable to the real worth of such goods between man and man in such trade- and then that these deft should pay unto the said plt. the Balance of the price of said Land in Cash at or before the day when the said ptt should make unto the said Deft . a Deed for said Land, which was to be at the June Court, next after the said Date, or sooner if they two shall agree = and It was farther Covenanted and agreed between the said parties, that the said Deft. should make or cause to be made to the said Plff. a Deed for the said three hundred acres of land within the term of thirty months from the date of the said Agreement. And it was farther Covenanted & agreed between the said parties that the said ptt. should reserve the house where he then lived with the liberty of wood & water for his own use, **together with the field next James Hookes, about five acres**, to do with whatever he pleases, in putting in a Spring Crop in the same and all the rest, of the said place he should give the said Deft. peaceable possession at the said Date or aftor? before the first day of September then next ensuing And the said ptt. did oblige himself his heirs exec. & admrs. & every of them to give unto the said Deft. peaceable possession of all and every thing of said lands and promises by the said writing sold with the appurtenances thereon each man to pay his own costs and the said parties by the writing aforesaid and each of them did bind themselves their heirs excrs. admnsr. & every of them jointly firmly & severally in the penal & just sum of four hundred pounds to stand to each of the above Covenants & agreements as by the said writing may more fully appear and the said [illeg. sentence] convey unto the said Deft. the plantation whereon he the lived containing by estimate eighty eight acres according to the form and effect of the said writing, and also that he gave unto the said Deft. peaceable possession thereof, and of the appurtances thereunto belonging, on the day of ___[note:left blank] 178_[left blank] at the parish & county aforesaid according to the form and effect of the said writing, and the sd. ptt. farther declares that in fact the said Deft. hath not made or caused to be made to the Ptt. a Deed for the said three hundred acres of Kentucky land within the term of thirty months from the date of the said writing according to the form & effect thereof & the sd. ptt. farther Declares taht the sd. Deft. hath not paid unto him the Balance of the price of the said Land sold him – in 2 horses a rifle gun & cash according to the form & effect of the said writing, & thus these Deft. altho, often requested, hath not performed to the said Ptt. but broken his Covenant, & hath hitherto refused and still doth refuse to perform the same—To the damage of the said Ptt. four hundred pounds & therefore brings Suit.

Pledges afpros } Jno. Doc V }

Rd. Roe }

Articles of an agreement made and concluded only and Between John Morrison of the County of Rockingham and State of Virginia of the one part and Geo. Huston of the Same County and State of the other part certified that the said John Morrison hath and by these presents doth Bargain to [illeg.] the Sd. Geo. Huston and sell his plantation whereon here now lies contains one Eighty Eight acres be the same money for and in consideration of the sum of one hundred and twenty pounds to be paid in the following manner and form that is to say the Sd. John Morrison is to take three hundred acres of Land in Kentucky at Ninety Pounds the Sd. Land is to be second rate Land and the Sd. John Morrison is to ? his Choice of Two tracts of Land the one Tract Containing five Hundred acres & the other Containing Six Hundred Acres that Stephen Huston Located half of the Sd. Six hundred acres for Locating the Same the other five hundred acres is the Land that Nathan Huston Gave me ? obligation for ? to ? it to me by the Octr. Court next Ensuing the case here if to be held in ? the Sd. certify that the Land doth Lye in the Hustonis to Engage that there is running water on Sd. Land ? he the Sd. Morrison is to have his choice of afforesaid. in other of the two tracts already Mentioned but if Sd. tract should contain any more than there ? he is to set the Sd. ? is by no means to Destroy the remainder by running his Line but to Leave the Balance as Good as what he takes paying a proper respect both to Quantity and Quality, the sd. three hundred acres the price is to be as is before specifyd. Ninety pounds and then the Balance of Sd Lands price to be paid in Two Horses not ? eight years old and the price not to exceed eight pounds ten shillings if that we the sd. John Morrison and ? Huston consent agree in the price of sd. Horses each to choose and ? and if these two men cannot agree then to chose a third man of then the three to settle the price of the Sd. Horses and likewise a Good Rifle. Gun in the Same Manner the Sd. Horses and Gun is to be Valud. at ready Money price so as not to take any advantage on the Acct. of the Scarcity of Sd. Money, but what ? things of ?the sd. Kind is worth Between man and man in Such Trade and then the Ballance what even it is of the ? of sd. Land the sadi Huston is taking each at or before the Day that the Sd. John Morrison Makes ? the said for the sd. Land as is Before ? ? whereby is to be at the same Court next ? the date here of and sooner if they two doth agree of the sd. Huston is to make to the Sd. John Morrison or cause to be made a Deed for said three hundred Acres of Land within this Term and Time of thirty months from this Date the Sd. John Morriossn Doth reserve the House where he now doth Live in with Liberty of wood and water for his ? ? together with the field next James Hooke's about five acres to

do with what ever he pleases in puting a Spring Crop in the same and all the rest of said place he doth give unto the sd. Geo. Huston peaceable possession at this ...and at or Before the first Day of Sept. next doth oblige my self my heirs Exec admr and everyof them to Give unto ? Huston peaceable possession of ? and ? ? of Sd. Land and promises thereby told by me unto its apportenances and Every that is thereon each ? to pay and ? costs. we and each of ? doth honor and ? our heirs Exec. admr. and every of them jointly firmly and severally by these presents in the penal & just sum of four hundred pounds to Stand to each of the above covenants and agreements so witness our hands and seals this 20th day of Sept. 1786.

signed

John Morrison (seal)

Geo. Huston (seal)

Test

Isaac Garvins, John Huston (A true copy)

Received within Bond the sum

Of thirty pounds & I say Received

By me John Morrison

Wm. Renick of Rockbridge

truly certify for costs of request?