

Some of the most important evidence pertaining to the descendency of John³ DENNISON is embedded in the following chancery court cases, and it is in two of them that the only direct evidence for the ancestry of John⁵ and James⁵, sons of Samuel M.C.⁴ DENNISON is found:

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|----------------------|--|
| Chancery 1818 | William McMAHON vs. Representatives of James KING (LVA RockinghamCo case 1824-008) |
| Chancery 1828 | Joseph POINTS Jr vs. Exors of John DENNISON Sr (LVA AugustaCo Case 1828-016) |
| Chancery 1837 | Alexander NEWMAN vs. John D. MOYERS (LVA RockinghamCo case 1839-02) |
| Chancery 1859 | Orphans of John DENNISON vs. other DENNISON HEIRS (LVA AugustaCo case 1860-073) |

These chancery suits can be gold mines of genealogical evidence because the parties are obliged to make truthful and complete characterizations of their legal (and often therefore family) relationships to other parties, and they often provide unique biographical and characterological insights into the parties and their way of life.

My source for the original papers of these suits is the Library of Virginia online [Chancery Records database](#), and my detailed citations to these records are to particular sequential image#s in each set of records: these citations to image numbers appear in curly braces, e.g. {23}.

For convenience, I'll refer to each of these suits in the text of this and other reports by the prefixed designators in red, e.g. **Chancery 1828**. **The year I've used for these designators is the year of the original complaint**, not necessarily the year the judgement was handed down.

The online digitized cases can be downloaded in their entirety in the form of a ZIP file of the images, and this I have done for each of the four cases above, as well as several other chancery cases involving DENNISONs of Augusta or Rockingham counties which have little or no genealogical implications, though these other suits do help fill out the circumstantial picture of the parties and at least provide some additional color respecting their lives and characters. I found just two additional cases: one of about 1800 involving some of the Naked Creek land owned by John DENNISON Sr and the other in about 1863, involving land that John⁵ DENNISON's executor had sold to Abraham BEAVER, who reneged on his deal (this detail is noted in the important AuguVA-1959 suit that I've abstracted).

In some instances I've plucked out certain key images from these cases and labeled them more informatively than LVA's bare numerical labeling. Thus, I've renamed LVA's "015_1860_073_0026.pdf" to "Summons_to_defendants_in_NicholasCoVA-26", where the final number in both cases refers to the sequential image# of the set, to which my abstracts are keyed and cited.

The following sections, [Chancery Suits Explained](#), [The Virginia Common Laws of Intestate Inheritance](#), and [The Dower Rights of Widows](#), provide an introduction to the legal aspects of chancery suits, and to two other legal topics that often figure heavily in those suits, and which can have important genealogical implications. For example, the laws of intestate inheritance are crucial to the correct interpretation of **Chancery 1818**, and **Chancery 1859**.

A note about the conventions I've followed in this report. Quoted extracts have been modernized in line with [the conventions I've defined and labeled as RMM](#), except that instead of bold facing all names to help them stand out from the text, I've merely rendered the surnames in all-caps. As always, though, where my references are to names as they appear in particular documents, they are spelled exactly as they appear in those documents, except that standard name abbreviations have been expanded within square brackets, e.g. "W[illia]m".

Chancery Suits Explained

In early Virginia, and in many other jurisdictions predicated on the common law (going back to ancient England), suits in chancery could be brought in cases where the strict operation of the law was thought to be unfair, and the plaintiff(s) (sometimes with the willing assent of the defendants) petitioned courts sitting in chancery to smooth over the rough edges of the law.

Before 1802, chancery courts were available only at the Colony or Commonwealth level, but gradually regional and then county courts were established that were able to accept chancery cases. From 1802-1830 the Superior Court of Chancery at Staunton heard cases in chancery for the whole of Virginia west of the mountains, and as of 1831, this court was succeeded by separate county Circuit Superior Courts for Law and Chancery, with the same county justices adjudicating cases either in law or chancery.

Thus, the first two cases listed above came on before the Superior Court of Chancery at Staunton (the seat of AugustaCo) even though the 1818 complaint initiating this suit was filed by William McMAHON, a resident of RockinghamCo.

The Library of Virginia has gathered up all the old chancery records from the Virginia counties and is deep into the project of archiving and indexing them, and these digitized archives are searchable online, though the search can be a little tricky. Deciphering and understanding these cases is considerably more so, and the identifications of the parties and the dates of the cases that the LVA archivists have annotated on the image# 1 folders are often misleading or mistaken. Although I've appended the LVA case numbers to the end of the filenames I've assigned to my abstracts of these cases, I've identified them primarily by the year the suit commenced (with the original complaint document), and by a more accurate identification of the parties than you will find in those LVA folder annotations.

The basic structure of a chancery case begins with the filing of a complaint (with any supporting documents) in which the complainant (or plaintiff) sets forth the facts of the case, the applicable law as he understands it, and prays the court for a different, more favorable judgement than the strict application of the law would seem to allow him. The plaintiff names the defendants in the case—either those on the other side of a controversy, who are more favored by the law, or sometimes merely other interested parties who may be perfectly willing to assent to the outcomes the plaintiff desires. Cases of the latter kind are called “fictitious suits”—suits that are gotten up to suspend the automatic operation of the law, or sometimes just to make judicial record of a particular set of rights that may not be adequately or clearly enough recognized by the law, *per se*. Chancery 1859 is just such a fictitious suit between different groupings of DENNISONs who all presumably desire the same end: the right to sell a piece of inherited property under different terms than those by which it was devised in a will.

The next phase of chancery suit (once it has been accepted by the courts) is an order to the sheriff to notify the defendants of the suit, and the court's acceptance of their “answers”—formal filings in which the defendants, either jointly or separately, present their own side of the controversy, rebutting any germane assertion in the complaint that they consider invalid, and outlining their own desired outcomes. Next after that, all the parties are allowed to depose various witnesses in support of their case, and to submit the results of those depositions to the courts as additional evidence in their favor.

The court then took all the evidence in consideration and renders a judgement that outlines the principles by which the case must be resolved. The court may also at this point appoint a commissioner to inquire into monetary details and render a detailed accounting to guide them and the parties to a specific settlement, and the courts continue to monitor the case, perhaps receive additional evidence, and issue any additional orders necessary to a final resolution of the case.

Identifying these suits by date is problematic. The formal beginning of a suit in chancery is the date the initiating complaint is filed, but that date isn't always noted in the surviving case papers, and sometimes the complaint is undated too, and these dates have to be inferred. There's also usually no formal ending date for the case, since its ultimate resolution may drag on for years. The closest thing to a date of resolution is the date of judgement, but sometimes the judgement document is undated as well.

Nonetheless, I've tried to work up at least estimates for the dates of the complaint, the judgement, the final account (if any), and the latest date that occurs in the extant documents, thus providing a summary timeline for the case; a more detailed timeline will be found in the docket history for each case, as will some additional commentary or analysis of the legal or other implications of the suit and the data that it discloses.

The Virginia Common Laws of Intestate Inheritance

The Virginia version of the common law of intestate inheritance had been revised by the new Commonwealth legislature in 1785 to eliminate primogeniture, which would have dictated that any real property due to pass to a set of children, all go to the eldest then living son, or if none, to be divided equally among the daughters. The new law ([Henings Statutes 12:138-140](#), enacted Oct1785) dictated that for each set of sibling inheritors, starting with the children of the deceased, any real property not devised in the will, pass equally to all the children of both sexes, or, if there were no living children of the deceased, that the property pass in whole to deceased's father. If deceased's father was also deceased, the property was to pass in equal shares to his mother (if living) and his surviving siblings (or their descendants). Or, if all of these people had also died leaving no descendants, the real property was to pass equally to the paternal and maternal grandparents of the deceased—first to either or both grandfathers, if living, or in their stead their wives and children (or their descendants). Of course such convoluted inheritances were rare, but when they did occur, they opened up a wide and scattered class of possible “long lost cousin” inheritors.

The Dower Rights of Widows

By the English common law that prevailed in most of the colonies (where it wasn't modified by statute), the husband was the outright unconditional, and sole owner of all of the couple's property, except any reserved by an explicit, usually pre-nuptial, marriage settlement, and these were exceedingly rare, and mostly confined to wealthy, propertied widows.

However, by that same common law, a man's widow was also entitled to a one-third life interest in her husband's real property, with slaves (in Virginia, at least) being considered real property for purposes of dower. In Virginia, besides, the widow was entitled to a share of her husband's personal property, not just for life but in outright ownership: thus, occasionally one will find a woman making a will, but again, these female wills were largely confined to well-to-do propertied widows or unmarried daughters of wealthy men.

The share of the husband's personal estate that widows were entitled to was standardized by statute in 1664 to one-third, but was modified in 1673 to merely to “a child's portion”—an equal share with each of her husband's surviving children in the event that he left more than two. Finally, in 1705, the widow was again allowed to receive one-third the value of her husband's personal estate regardless of the number of children, but, if the husband left a valid will that shorted the widow on her dower interest in his personal property, though she could

“renounce” the will to obtain her dower share, the share in that case would be reduced to a child’s portion in the event he was survived by more than two children.^[1]

In certain cases, though, the widow’s option to renounce a husband’s will could prove invaluable. If the husband died insolvent as well as intestate, the widow’s dower had a claim to any property on hand superior to the man’s creditors, and this was true even if he left a will if his wife took exception to it and claimed her dower thirds.^[2]

¹ Marylynn Salmon, *Women and the Law of Property in Early America* (University of North Carolina Press, 1986), 151-156.

² *Ibid.*, 143-144.

Chancery 1818: Suit in chancery, before the Superior Court of Chancery at Staunton (filed under RockinghamCo)

William McMAHON vs. Representatives of James KING ([LVA RockinghamCo case 1824-008](#))

complaint (undated but probably 1818); judgement (20Dec1821); final account (14Jun1826); latest date in documents (Aug1828)

Genealogical and Legal Analysis of **Chancery 1818**

The “representatives” of James KING are named only on the 6th and 7th pages of the complaint (image#s 5,7), and they comprise three sets of people: (1) The deceased James KING’s siblings, because they had a legal interest in his estate; (2) the beneficiaries of KING’s 12Apr1810 will (a copy of which is included in these papers (image# 30); and (3) those involved with probating KING’s will. Groups (2) and (3) were, with one exception, members of John³ DENNISON’s conjugal family.

McMAHON sued these diverse groups of people because he had long been embroiled in a complex legal controversy over a series of deals he made with James KING and later others respecting KING’s principal asset: a tract of land that he had inherited from his father John, that lay adjacent to the land of John³ DENNISON and his family of Naked Creek. I’ve summarized most of the details of the controversies in the material below in the Docket History, under the rubric of the Complaint and elsewhere.

The copy of James KING’s will included in the papers to this suit may be unique, as it appears that the original was disallowed by the courts (the complaint alleges as much, but notes that the executors had appealed the disallowance to the Commonwealth appeals court). Apparently, certain of KING’s siblings, who stood to inherit if the will was disallowed, challenged it on the grounds that King was drunk or mentally incompetent when he made it, and this was a major point of controversy in this suit by McMAHON as well: the chancery court held that he was competent when he made the initial lease deal with McMAHON, but incompetent later, which would have included the period in which KING made his will.

Be that as it may, the will would seem to be at best incomplete, since the only property it disposes of (after the standard stipulation that first testator’s debts be paid) are the \$3000 proceeds of the sale of KING’s land (a tract of 341a he inherited from his father, John KING) to (next door neighbor and brother-in-law) John DENISON Sr (on 28Mar1810, just a few weeks before James’s death)—that, plus KING’s bay mare, which was also to go to John DENISON Sr, who was made a co-executor. Thus, however deficient this will may have been legally, it’s extremely valuable genealogically because it appears to name as beneficiaries all of John Sr’s then living children by his deceased wife Mary KING, namely : “my three nephews ... Daniel DENISON, James H DENISON [*sic*], and Samuel M C DENISON ... [and] my two nieces ... Margaret NOBLE and Mary DENISON”.

To my knowledge, this is the only evidence that John³ had a daughter named Mary, and since she’s not named as a defendant in McMAHON’s suit of 1818, we may reasonably presume that she died before that time. It’s also likely that she was the youngest child of John³ & Mary (KING) DENNISON, since her sister Margaret married some years before her. This is also the only document I know of that specifies both of Samuel⁴ (John³)’s middle initials: “M C”.

It will be noted also, that there seems to be a glaring error in the list of testator’s DENNISON nephews, as there’s not the slightest doubt that John³ had an oldest son named John (this is shown both by John³’s 1824 will, and by the AugustaCo tax records), and there’s no evidence

whatsoever other than this will that he had a son named James (no James DENNISON ever appears in the annual tax records of AugustaCo from 1782 on, nor is any son James named in John³'s will). We wouldn't be able to entirely rule out a possible son James (and John³ had a brother named James, as well as a grandson, as we shall see), rather than a mistake by a befuddled James KING, if this conclusion wasn't supported by McMAHON's 7Aug1819 notice of intent to depose one of his witnesses (see the Docket History below), in which "John DENNISON Jr" is added to the list of defendants, and the name "James K. DENNISON" is crossed out (see image# 46}. I suspect, though, that the middle initial of this son, "K", was in fact the middle initial of son John, and that it stood for son John's likely namesake, his maternal grandfather, John King (the father of the testator James), as this would have been right in line with the Scottish Onomastic pattern followed by most of these Scottish and Scotch-Irish families. Finally, it should be noted that this middle initial is actually written "H" in James King's will, but I suspect that this was the result of one of the most common of transcription errors, mistaking a "K" for an "H", and that this error too was initially corrected in the 7Aug1819 intent to depose right before it was realized that full given name of this oldest son of John Sr, John Jr (John⁴), was in fact, John King Denison. It may be thought odd that this ambiguity wasn't simply resolved by writing the full names of these people, but in fact, middle names were new at this time in America, weren't generally known outside the family circle, and both the individuals who bore them and the clerks who recorded their doings were used to disregarding them.

This chancery case is at least as valuable for providing a presumably complete inventory of James KING's siblings (or their descendant heirs), who are, as stated:

"Jones HENDERSON & Isabella his wife; James LAIRD & Sally his wife; John HENDERSON & Margaret his wife; Joseph McCUTCHEON & Jane his wife; the children of said Mary DENNISON deceased, to wit, Daniel DENNISON, James K. [sic] DENNISON, Samuel M.C. DENNISON, Margaret NOBLE (which said Daniel DENNISON [etc.] ... are also devisees named in the said will aforesaid); and the said Samuel, John, Robert, and William KING, [who, it is prayed] may be made defendants to this bill".

It would be nice if these siblings of James were listed in birth order, as one would normally expect them to be in a legal document, and perhaps they are: however, the children of the deceased Mary (KING) DENNISON certainly aren't listed in *their* birth order, and in fact her supposed son James K (transcribed as "H" in the will copy), and listed second, was presumably her oldest son John.

Docket History of Chancery 1818

(I've rearranged the digitized documents into their original chronological order)

[1818?] Complaint of William McMAHON (undated): {2-4,6,5,7-8—to rearrange the image#s into the actual order of the complaint}

This is a convoluted and complex suit about a piece of land that McMAHON leased for 8 years on 7Mar1809 from James KING [the brother-in-law and next door neighbor of John³ and his wife Mary (KING) DENNISON]. McMAHON turned around and sublet just a part of the land to a third party for the whole amount that he was paying KING. This third party was later replaced by another third party, for whom KING agreed to act as security, and when this other third party absconded without paying off the least, KING actually became liable to his own tenant, McMAHON, for rent due on KING's own property. Then KING died, and his executors, including John DENNISON refused to pay McMAHON what he thought he was due, on the grounds that McMAHON had committed fraud in setting up this financial structure, deceiving James KING who may have been drunk and/or mentally incompetent. Although KING left a will, leaving all his property to his DENNISON in-laws, James's legal heirs in the event that he had died intestate apparently challenged his will with success, obstructing it's probate, though that decision was being appealed—apparently unsuccessfully, because there seems to be no record of this will outside of this chancery suit. McMAHON therefore sued KING's legal heirs, his siblings, as indicated in the summary above.

McMAHON doesn't get around to listing all the desired defendants to his suit until the end of the penultimate page of his complaint, and the final page. These are:

“Jones HENDERSON & Isabella his wife; James LAIRD & Sally his wife; John HENDERSON & Margaret his wife; Joseph McCUTCHEON & Jane his wife; the children of said Mary DENNISON deceased, to wit, Daniel DENNISON, James K. DENNISON, Samuel M.C. DENNISON, Margaret NOBLE (which said Daniel DENNISON [etc.] ... are also devisees named in the said will aforesaid); and the said Samuel, John, Robert, and William KING, [who, it is prayed] may be made defendants to this bill; that James NOBLE, the probator aforesaid & the husband of said Margaret NOBLE, may also be made a defendant hereto, as likewise the said James ALLISON, and John DENNISON Sr, the executors in said will”.

As noted in the Analysis section above, these named defendants appear to be a complete inventory of James KING's surviving siblings and John³ DENNISON's living children at the time the complaint was filed, and also of the several people involved with the attempted probate of KING's will: executors John DENNISON [Sr] and James ALLISON, and DENNISON's son-in-law James NOBLE who is said to have probated it.

25Mar1818 Answer of James & Sally [(KING)] LAIRD {9-11}

24Nov1818 Answer of John DENISON {12-14}

Acknowledges that he knew of James KING's lease to the plaintiff for 8 years, and that he witnessed one of the other documents, but declares himself "astonished" that KING would have agreed to a sublet of a portion of the whole he had leased to McMAHON that generated payments equal to the whole of McMAHON's indebtedness. He states that he knew KING died unmarried and without children, leaving a will dated 12Apr1810 of which he and James ALLISON were appointed executors, that the will was contested as stated in the complaint, and he believes that a judgement as to its validity is currently on appeal.

DENISON further acknowledges that on 28Mar1810 he had purchased the land KING had leased to McMAHON [300a on Naked Creek, for \$300] and that he couldn't say how much he had paid out for it in the 1st installment, but thought that it was \$900. However, when he made the purchase, he had no idea that KING had leased it out, and he affirms his title to that land.

7Aug1819 Notice to defendants by plaintiff W[illia]m McMAHON of intent to depose William Wallace on 6Sep1819 {46-47}

The defendants are named as: "John SEARIGHT, Administrator of James KING deceased; John DENNISON Sr; John DENNISON Jr; Samuel M.C. DENNISON; ~~James K. DENNISON~~ [crossed out]; James NOBLE & Margaret his wife; Samuel KING; James LAIRD & Sally LAIRD". This copy of the notice bears the signed acknowledgments of service of John SEARIGHT and James LAIRD.

Jul1821 Order of the court {18-20}

The court recognizes the validity of James KING's initial lease agreement with plaintiff on 31Dec1808 (reduced to writing Mar1809) but considers that William WALLACE, McMAHON's sublettee, was a secret partner with him in obtaining the lease, and therefore engaged in fraud. The court therefore orders plaintiff to amend his complaint to make WALLACE a defendant instead of just a witness.

10Dec1821 Deposition of George ROWLAND by plaintiff {21-23}

ROWLAND supports plaintiff's story about the contract between him, WALLACE, and James KING. In particular he states that KING seemed to be in his right mind when he agreed to stand security for GUNDLIFF, and he never heard any of the parties questioning the validity of the agreement, which was in his (ROWLAND's) possession until he removed elsewhere, when he left it in the hands of his son. ROWLAND also attests that the document presented to him at the time of the deposition was that same agreement.

20Dec1821 Judgement of the court

It was the judgement of the court that James KING's original lease contract with McMAHON was valid, KING being competent, and no fraud being perpetrated by McMAHON, but the subsequent sublease shenanigans of McMAHON with WALLACE, whom the court found was his secret partner, amounted to fraud and are set aside.

In the caption on the reverse, it was noted that service of a copy of this judgement was made on John SEARIGHT, Administrator of James KING, William McMAHON, and William WALLACE, and the parties were ordered to meet with Master Commissioner Sam[ue]l CLARKE on 2Apr1822, presumably to furnish him copies of the receipts and documents in the case so that he could work out the details of the financial judgement.

These additional depositions would seem to be in pursuit of some sort of appeal of the above judgement:

25Apr1822 Answer of “William WALLACE to a bill of complaint against John SEARIGHT, administrator of James KING, and others by William McMAHON at the Superior Court of Chancery holden at Staunton...”. {15-17}

WALLACE denies that he was a partner with McMAHON in setting up a fraudulent lease. He says that initially his sublease was informal and that he made his payments directly to KING, McMAHON having removed to RockinghamCo, however, after hounding McMAHON several time in trips to Rockingham he finally got M and KING together with himself and an explicit contract was made for the sublease. WALLACE says that he had many conversations with KING and never heard him express any displeasure with the agreement. WALLACE also says that the contract KING made to be security for GUNDLIEF in lieu of COOK took place at his house, that (contrary to the allegations of some) KING was sober, in his right mind, and eager to stand security.

19Jun1824 Deposition of William WINDLE, by James KING’s administrator {24-26}

WINDLE, who says that he lives in New Market, in ShenandoahCo, testifies that he was present at John DENNISON’s house in May (he thinks 1821) when DENNISON delivered two documents to John SEARIGHT related to the suit: one of these was an account for some £20-25, and he remembers a few articles in the account, viz. a bridle and a hat. WINDLE had accompanied SEARIGHT to DENNISON’s at SEARIGHT’s request, and he stated that SEARIGHT was married to his (WINDLE’s) mother’s sister.

[20Sep1822] Deposition of Baltzer SUTZ {27}

(this document, which includes several depositions, is undated; the indicated date was appended later in pencil)

Deponent says that he had a conversation with George ROWLAND 2-3 days before ROWLAND was to be deposed by the plaintiff regarding the capacity of James KING to contract, and that ROWLAND told him that “his testimony would be of no service to him [presumably the plaintiff] because he never did believe that James KING was altogether capable of managing his own matters.”

[20Sep1822] Deposition of Peter HANGER {27}

Asked about the general character of James CUNDIFF, deponent says that he had heard that he was “a drinking, trifling man”

Asked about the general character of George ROWLAND, deponent says that he had found him “upright” by by rep and in his own dealings with him.

Asked about the general character of the witness SUTZ, deponent says that he believes him to be as much a “man of truth” as any other.

[20Sep1822] Deposition of Philip SHEETS {27-28L}

Asked about the general character of James CUNDIFF, deponent says that he was believed not to be a “man of truth”, but rather “a drinking, trifling man” Deponent says that CUNDIFF left and wasn’t expected to come back, but did so once briefly to collect his wife. He says that James KING repossessed CUNDIFF’s land after he had gone.

[20Sep1822] Deposition of John DENISON by, it seems, the plaintiff, McMAHON {28R}

When asked whether he had any recollection of a lease agreement between the interrogator and James KING on 21May1810, DENISON acknowledged that a meeting between the two took place at his house at about that time, but DENISON remembers only that there was some sort of “settlement” between the two, and that KING seemed sober and competent to contract.

18Nov1822 Deposition of Charles S. LANEY {28R-29}

LANEY testifies regarding crops that the deal between James KING and McMAHON involved.

8Apr1823 {42-45}

Note that the meeting requested on 20Dec1821 for 2Apr1822 eventually took place

Summary of the Early contractual history in this case

Initial Account of Plaintiff William McMAHON with John SEARIGHT, Administrator of James KING deceased

14Jun1826 Final Account of Plaintiff William McMAHON with John SEARIGHT, Administrator of James KING deceased {32-38}

This elaborate account by Master Commissioner Samuel Clarke, in response to a court order (copy attached) of 15Nov1823, of the complex financial transactions among James KING, his original lessee William McMAHON, their sublessee, William WALLACE, and others, works out who owes who how much according to virtually all of the possible legal findings of the chancery court. In every permutation, though, it turns out that it's McMAHON who owes James KING's estate, and not the other way around.

In the caption on the reverse of this report there's an inscription dated Aug1828 that the defendant insists on the exceptions in his favor noted in the report.

Many other exhibits besides the following are referred to in the complaint, but these are the only ones that have been preserved:

Exhibit B 22Dec1809 Agreement between William McMAHON & William WALLACE

This is the notorious sublease from McMAHON to WALLACE, by which the former leases just part of his own land to the latter in return for the latter's paying the full amount of McMAHON's rent to James KING. The land is said to lie “on the headwaters of Naked Creek” and there is much detail about what it consists of, though no overall acreage number. The document purports to have been signed, not only by the parties, but also by James KING, and witnessed by James CUNDIFF and William BARNSBY, but since the whole is in the same hand, this would seem to be a copy, and not the original. In any case, it's validity was denied by the court.

Exhibit K Copy of James KING's Will (see the Evidential Timeline for an abstract) {30-31}

The names of James's deceased sister Mary's children names as defendants in the complaint (image# 7) were evidently taken from this will, even though her oldest living son, John⁴, was erroneously identified as “James H” in the transcribed copy used as a document in this case..

Chancery 1828: Suit in chancery, before the Superior Court of Chancery for Staunton District

Joseph POINTS Jr vs Exors of John DENNISON Sr (John & Samuel DENNISON), & Samuel DENNISON, devisee in the will
(LVA AugustaCo case 1828-016}
complaint ([early 1828]); judgement (Dec1828); (otherwise) latest date in documents (May1828)

Genealogical and Legal Analysis of **Chancery 1828**

This successful suit against John³'s sons, John Jr and Samuel, for non-payment of debt, sheds light on their circumstances, if not also their character.

Partial Docket History of **Chancery 1828**

(I've rearranged the digitized documents and the referenced exhibits in separate chronological sequences)

early 1828 Complaint of Jess POINTS Jr (caption says "filed 7Aug1828") {2-4}

Joseph POINTS sues the executors of John DENNISON [Sr] deceased (John & Samuel DENNISON), and Samuel DENNISON as devisee of Sr's real estate in his will, for a debt of \$40 plus interest from 13Aug1822, the date it was due, plus court costs. He states that a judgement was obtained against the DENNISONs but that they refuse to pay it.

May1828 Summons to John & Samuel M. DENNISON, exors of John DENNISON, deceased
to answer a suit at the next court by Joseph POINTS Jr. {14-15}

27Sep1828 Answer of John & Samuel DENNISON {5-6}

The executors claim that the net value of the personal estate was insufficient to pay the debt, and that testator's real estate was exempt from any liens on it by the provisions of the will

Dec1828 Judgement {10-11}

The court found for the plaintiff in all respects (debt + interest + court costs) and ordered the defendants to pay the amount owed or the sheriff would attach and sell the land to cover the debt.

The document itself is undated: the date comes from the docket caption on image 4 of the complaint document

EXHIBITS

2Mar1824 Copy of the will of John DENNISON {8-9}

12Nov1827 Copy of the Record of execution of Joseph POINTS Jr's Judgement Against the DENNISON Exors {12}

The sheriff states that "Defendants say they have no property in their possession and know of none of Jno [John] DENNISON deceased".

Chancery 1837: Suit in chancery, before the Circuit Superior Court of Law and Chancery at Staunton, AugustaCoVA

Alexander NEWMAN vs. John D. MOYERS (LVA RockinghamCo case 1839-02)

complaint (Aug1837); judgement (11Oct1838); final account (21Dec1838); latest date in documents (15Oct1839)

Genealogical and Legal Analysis of **Chancery 1837**

The bold-faced statement in the complaint virtually speaks for itself. It tells us that Samuel M. DENNISON died in RockinghamCo about 1835 (the last year he appears on the tax rolls there) and provides the direct evidence that he was the father both of a John DENNISON, and of other children with the same names as the parties to **Chancery 1859**, abstracted below: James [A] DENNISON and “Jane, Eliza” [Jane Eliza (DENNISON) HENDERSON, the wife of Nicholas K., both of NicholasCoVA].

Docket History of **Chancery 1837**

(I’ve rearranged the digitized documents and the referenced exhibits in separate chronological sequences)

Aug183[7] Complaint {2-4}

On 23Feb1827 John J. & wife Anna RISS conveyed 96a in RockinghamCo on BeaverCrk to John D. MOYERS (Exhibit A), and on 4Feb1828 Isaac & wife Elizabeth BURNER conveyed another 34a to MOYERS adj to the previous tract. On 8Nov1830 MOYERS agreed to sell both tracts to Samuel M. DENNISON of AugustaCo by agreement, and though the original of this document is lost, a document found among MOYERS papers since his death (Exhibit D) is believed to be a true copy. It’s also believed that the purchase price of this land was paid except for a last bond, but MOYERS never delivered a deed of sale to DENNISON, though such a deed was also found among MOYERS papers (Exhibit E) at his death.

On 3Oct1833 said DENNISON sold the complainant 60a of this land for \$600 (Exhibit F), which was paid, and about the same time DENNISON entered into an agreement with complainant and MOYERS to sell the remaining 70a in return for a horse and wagon, \$50, and an assumption of the remaining notes owed by DENNISON to MOYERS. Complainant can’t find the latter agreement, but he has paid off one of DENNISON’s notes (Exhibit# 1) and still owes MOYERS on three notes: \$200 due 1Mar1837; \$241 due 1Mar1838, and a smaller note due in Mar1836. He is prepared to pay off all of these notes, but has withheld payment until he can obtain a good title to the 70a tract.

“During the year 1835 or 1836, the said Samuel M. DENNISON departed this life intestate and utterly insolvent, leaving a widow named Nancy and the following children, infants under the age of twenty-one years, as his heirs, to wit. John, James, Jane, and Eliza DENNISON”. Though the names Jane and Eliza are separated by “, and” in the original complaint, **Chancery1859** correctly concatenates them.

In 1836 John D. MOYERS also died leaving his widow Barbara MOYERS, and two infant children: Joshua Rush MYERS and William MYERS. Archibald HOPKINS of RockinghamCo was appointed administrator of the MOYERS estate, and to facilitate this suit, Hopkins purchased Nancy DENNISON’s interest in the 130a for \$10, and conveyed that interest to complainant (Exhibit G).

Complainant prays that the court will compel Barbara MOYERS and her infant children, and the infant children of Samuel M. DENNISON, to convey to complainant a good title in the 130a he has purchased.

15Feb1838 Answer of Archibald HOPKINS, administrator of John D. MOYER {11-12}

HOPKINS says that he has examined the documents in the case with some care, and finds them substantially correct. He proceeds to itemize the amounts due on the outstanding notes from NEWMAN and states that as soon as they are paid, he has no objection to a deed being made to complainant NEWMAN for the remaining 70a of land.

15Mar1838 Answer of Barbara MOYERS to the complaint {7-8}

Barbara says that as far as she knows all the allegations in the complaint are true and that she has no objection to executing a deed of conveyance of her interest in the 70a as soon as the remainder of the purchase price is paid.

15May1838 Henry J GAMBILL appointed guardian *ad litem* for the two sets of infant heirs

17May1838 Answer of the infant [orphaned] heirs of John D. MOYERS {5-6}

The infant children of John D. MOYERS, Joshua Rush MYERS and William MYERS, by their guardian and attorney *ad litem* Henry J. Gamble disclaim personal knowledge of the facts and pray that the court verify the validity of NEWMAN's claims and make an equitable settlement of them.

17May1838 Answer of the infant [orphaned] heirs of Samuel M. DENNISON

The infant children of Samuel M. DENNISON, John, James, Jane, and Eliza DENNISON by their guardian and attorney *ad litem* Henry J. Gamble disclaim personal knowledge of the facts and pray that the court verify the validity of NEWMAN's claims and make an equitable settlement of them.

14Aug1838 Order to the sheriff to summon the defendants to 1Oct1838 court to answer to NEWMAN's complaint {27-28}

Of interest here is that on the reverse there's a caption noting that the summons was delivered to Administrator HOPKINS and the MOYERSes, but that "John, Jane, Eliza, and James Denison [are] not inhabitants of this county". This is interesting in part because it not only seems to follow the birth order of Samuel's conjugal family, it nearly (but for the comma after "Jane") corrects the list of Samuel's supposed four children everywhere else in these papers from Jane AND Eliza to Jane Eliza.

11Oct1838 Judgement for the plaintiff {18-20 (draft), 21-22 (faircopy)}

The court having examined the complaint, the exhibits, and the answers of the defendants, judges that the 70a of land was sold but not conveyed [i.e. no deed was executed and delivered] from John D. MOYERS to Samuel M. DENNISON, and sold but not conveyed by DENNISON to the complainant, Alexander NEWMAN. It orders that John Kenney be appointed commissioner to make a deed of "special warranty" to the said NEWMAN as soon as he shall pay off the balances on the three outstanding notes of 1836, 1837, and 1838 that he assumed from DENNISON. Kenney is enjoined to make a report by the next [quasi monthly] court.

21Dec1838 An account by Administrator HOPKINS

noting several payments by plaintiff NEWMAN of the amounts due on DENNISON's bonds {48}

24Dec1838 Note by J H***berger that the tract in question has been reduced in size by 1.75a and 23p {24}

15Oct1839 Notice by Commissioner Kenney that he has conveyed the 70a to NEWMAN {23}

15Oct1839 Decree to authorize recording of the deed {14-15 (draft), 16-17 (faircopy); 13}

In view of the report of RockinghamCo Commissioner John Kenney on this case, authorizes the plaintiff and allows him to withdraw the deed of John D. MOYERS offered as evidence, to allow it to be recorded in the county books. Archibald HOPKINS, the administrator, is ordered to pay plaintiff's court costs of \$26.39. The infant heirs are enjoined from instituting any further legal action until the 12 months following their coming of age.

Image 13, is of a caption on the reverse side of one of these documents, that provides a brief docket summary of the case.

EXHIBITS

Deeds

23Feb1827 Exhibit A {39-41}

John J & wife Anna RISS -> John D MOYERS, for \$1,

96a on both sides Beaver Crk and Briery Branch, cor BYRD, BURNER, BARNES, DEVERS, NEWMAN, WILLIS

Sgnd: John J RISS, Anna RISS

Dower release 24Feb1787

4Feb1828 Exhibit C: Deed of the BURNERS to MYERS {32-33}

Isaac & wife Elizabeth BURNER -> John D. MYERS, for \$650

34a on the W side of Beaver Crk and on the N side of Briery Branch, adj DEVER

Sgnd: Isaac BON[NER?—in Old German Script], Elizabeth [mark] BURNER

Ackn (w dower release): undated (Witn: none)

—continued on the next page---

The originals of Exhibits D and E following are lost; the documents submitted to court were copies found among MOYERS's papers:

8Dec1830 Exhibit D: Agreement between John D MOYERS and Samuel M DENSON {44-45}

John D MOYERS (of RockinghamCo) <-Agreement-> Samuel M DENSON (of AugustaCo)

MOYERS agrees to sell DENSON 130a according to a complex payment schedule

stipulated in the body of this amateurishly written document, which is lacking in specifics about the land.

Sgnd: John D MYERS

This agreement isn't signed by "DENSON"—apparently Samuel delivered some of the bonds and initial cash payments and made out a series of three notes for the remainder, q.v below.

- — 1830 Exhibit E: Unsigned copy of Deed from MOYERS to DENISON {37R, 36, 38, 37L}

John D MOYERS -> Sam[ue]l DENISON (of AugustaCo), for \$1875

130a comprising 2 tracts purchased from Jno[John] J RISS & wife 23Feb1827, and from Isaac BURNER & wife,

(1) the first tract adj NISWANDER, DEVERS (metes & bounds included);

(2) the second tract purchased of RISS, adj BYRD & BURNER on W side Beaver Crk, DEVERS, NEWMAN

No signatures or acknowledgements

Although this document is also undated, the complaint states that the agreement was made 8Nov1830.

5Mar1830 Exhibit 1 {42-43}

A note for \$200 to John D MOYERS by Sam[ue]l M DENISON [crossed out and Alex[ander] NEWMAN written in]

On the reverse, John D MOYERS assigned this note to Joseph WENGER.

Also on the reverse is an unsigned annotation stating "receipt on the written note this 28Sep1835", and written over it at a 90 degree angle, all in the same hand is "No.1 Sam[ue]l M DENISON".

Based on the statements in the complaint, this note was paid off by NEWMAN.

30Mar1830 Exhibit (unidentified specifically in the complaint) {34-35}

Two notes for \$200 to John D MOYERS signed Sam[ue]l M DENISON: one to be paid 1Mar1836, the other to be paid 1Mar1837.

On the reverse is an annotation that \$95 had been received 26Aug1836 by Alexander NEWMAN

3Oct1833 Exhibit F: Deed from the MYERS's to NEWMAN {46-47}

John & wife Barbara MYERS -> Alexander NEWMAN, for \$600

60a on Bever Crk, adj Andrew NEWMAN, BYRD, BURNER (metes & bounds specified)

Sgnd: John D. MYERS, Barbara MYERS

Dower release 26Ovt1833

6Mar1837 Exhibit G: Deed of Nancy DENNISON, widow of Samuel to NEWMAN {29-31}

Nancy DENNISON, widow of Sam[ue]l DENNISON (late of RockinghamCo, now of Augusta) -> Alexander NEWMAN, for \$10, all her interest in 130a in RockinghamCo on Beaver Creek, adj NEWMAN, Lewis BOND et al., the same land that John D. MYERS sold to Samuel DENNISON and that the latter sold to the NEWMAN, the grantee.

Sgnd: Nancy DENISON

Ackn: 6Mar1837 (10Mar1837 ordered to be recorded)

Chancery 1859: Suit in chancery, before the AugustaCoVA Circuit Superior Courts for Law and Chancery

David LANDES, Guardian of the Orphans of John DENNISON vs. DENNISON Heirs in contingent remainder

(LVA AugustaCo case 1860-073)^[3]

complaint (12Jul1859); judgement (29Nov1859); final account (4Jan1860); latest date in documents (20Mar1862)

Genealogical and Legal Analysis of **Chancery 1859**

This case is a “fictitious” suit filed in chancery by David LANDES, the guardian of the surviving orphans of John DENNISON—Eliza A. DENNISON, William Harvey DENNISON, and Mary Jane DENNISON—and on behalf of his wards, against their heirs in contingent remainder, in case all three children die before reaching their majority. The named heirs at law of these three children are “James A. DENNISON, Nicholas K. HENDERSON and Jane Eliza his wife, late DENNISON”.

These heirs’ suits are considered “fictitious” because they are suits not in law, but in equity (filed with a court competent to sit in chancery), and they are seldom undertaken unless both defendants and complainants both wish the same prayed for judgement of the court.

John DENNISON, the father of the complainant orphans, left a will in Mar1856 that named his then four living children, for whom he requested that his brother-in-law and co-executor, David LANDES, be appointed guardian. These named children were Eliza Ann, William Harvey, Mary Jane, and James Addison Luther. The last listed (and presumably youngest) of these, James Addison Luther Dennison, had evidently died by 12Jul1859 (the date the complaint was drawn up), or he too would have been listed in the therein. In fact, the AugustaCoVA Death Register, 1853-1896 (items 70 & 71) show that two additional sons of John and Sarah DENNISON died in 1853: David A. on 14Feb1853, and John M. on 7Dec1853.

For convenience of unique reference, since there were several John DENNISONs in the lineage being investigated here, I will hereinafter refer to the John who made his will and died in Mar1856 as “John1856”. That he is the same man as John⁵ (Samuel Mc.⁴, John³, Daniel²⁻¹) is shown by the direct evidence of the complaint in **Chancery1837**, and by the whole body of circumstantial evidence presented and argued in the other reports that accompany this one.

Although John1856’s children legally became orphans at the time their father died, it’s also implicit that their mother Sarah was also deceased by 12Jul1859, or she would have been made a party to the suit too owing to [her legal dower entitlement](#) to one-third the value of her husband’s real property. And as a matter of fact, Sarah’s earlier death is also evidenced by the 4May1859 AugustaCo records of the inventory and sale of the estate of “the widow [Sarah] DENNISON, deceased”. In fact, it was probably the mother’s recent, premature death that provoked this suit to sell the remaining DENNISON land and thus fully liquify her husband’s estate to assist David Landes (whom John in his will had requested be the guardian of his children) to more conveniently support the orphans. John’s will did authorize the sale of as much of his land as was necessary to pay his debts, and David Landes, his executor, had already sold part of the land, presumably for that purpose, but the remainder was supposed to be kept intact (and by implication rented out) until all of John’s children reached their majority.

³ This case was mislabeled by LVA archivsts: "GDN(S) OF ELIZA A DENNISON ETC vs. INFANT(S) OF JOHN DENNISON ETC".

However, the plaintiff's bill of complaint alleges that his wards could earn more in interest on the proceeds of sale of this land than they could earn in rents, and if this were true (as the depositions of two witnesses claim, and as the court agreed) selling the land would be for the benefit of the heirs in remainder as well, which is why this can reasonably be termed a "fictitious" suit—a suit brought, not to settle a controversy, but simply to obtain an order of the court that the land be sold, subject to the laws of intestacy—not that John had died intestate in general, but simply that his will had failed to specify exactly what might be done with the land in all the contingent circumstances—in this case the better economics of sale versus rent, and (though not explicitly mentioned in the complaint) the mother's death.

Formally, even a fictitious civil suit also requires opposing parties, and the justification for naming John1856's siblings as defendants trades on the technicality that since the will doesn't specify what was to be done with the remaining land if none of John's children should reach their majority (and this isn't entirely far-fetched given that three of them had already died) that he in effect died intestate with respect to this remaining piece of land, leaving it up to the executor, the children's guardians, and the chancery courts to resolve the issue.

The suit names just two heirs in contingent remainder, "James A. DENNISON, Nicholas K. HENDERSON and Jane Eliza his wife, late DENNISON", and from this fact alone, interpreted in the light of their USCensus records in NicholasCoVA, which show them to be rough contemporaries of John1856, a strong circumstantial case can be made that these two were John1856's siblings. We are entitled to infer from [the laws of intestacy](#) and the absence of any other defendants to the suit that both of John1856's parents were dead, and that James A. DENNISON and Jane Eliza (HENDERSON) DENNISON were his only living siblings—or his half-siblings, because the new law of intestacy of 1785 also eliminated the previous rule that only relatives of "the whole blood" (sharing the same set of parents) were entitled to inherit from each other.

This conclusion is strengthened by the fact that even if the identify of John1856's father be in question, his grandfather was almost certainly John³ (Daniel²-1) of AugustaCo. This is indicated both by the circumstantial evidence that John³'s father and siblings had all departed (mostly for KY) by about 1784 (the last year any but John³ appear in the personal property tax lists of Rockingham or Augusta counties), and from the Y-Chromosome DNA testing of descendants of most of Daniel²'s sons, which turn up a unique pattern that is shared by descendants of the two DENNISON stay behinds—descendants, respectively, of John1856 of AugustaCo, and James A DENNISON of NicholasCoVA.

There are other ways of interpreting the DNA evidence, but this new genealogical evidence by itself makes it overwhelmingly probable that John1856 and the defendants named in this suit were siblings or half-siblings.

There is the *prima facie* theoretical possibility that John1856 was a late son of one of Samuel's brothers, John⁴ or Daniel⁴, or even of his father John³, and John1856's AugustaCo death record even alleges that he was the son, not of Samuel, but of one Jn^o [John] Dennison. But in that case, according to the laws of intestacy the inheritance should have backed up a generation, and all of the descendants of John³'s various children would have been heirs in contingent remainder and should have been listed in the suit, not just the NicholasCoVA DENNISONs, who would then have been John1856's cousins, not his siblings. At least that would be the requirement in law if these putative children of John, not Samuel, were recognized as such by the law, which they apparently were not. The complaint for **Chancery 1837** states unequivocally that Samuel M. DENNISON died abt 1835 leaving as his heirs his wife Nancy and his minor children "John, James, Jane, and Eliza".

Docket History of **Chancery 1859**

(I've rearranged the digitized documents into their original chronological order)

12Jul1859 Complaint {2-3}

Complaint: David LANDES, guardian of "Eliza A. DENNISON, William Harvey DENNISON, and Mary Jane DENNISON, infant children of John DENNISON, deceased", prays the court for permission to sell the land (about 40a) inherited by his wards from their father, John, since more income could be derived from interest on the proceeds, than from leasing it out.

Complainant asks that in case all the infant heirs, his wards, die before reaching their majority, the heirs in contingent remainder to the property be made defendant parties to this suit, and these heirs in remainder are named as "James A. DENNISON, and Nicholas K. HENDERSON and Jane Eliza his wife, late DENNISON, of the county of Nicholas." {2}

12Jul1859 Writ to sheriff of NicholasCoVA {28,27}

summoning James A DENNISON, Nicholas K HENDERSON, and Jane Eliza his wife to appear in Staunton, AugustaCoVA on the first monday of August next to answer there a bill in chancery filed against them by David LANDIS, guardian of Eliza A, William Harvy, and Mary Jane DENNISON. The reverse of summons, is annotated with signature acknowledgements of service by James A DENSON, N K HENDERSON, Jane E HENDERSON {27}

Oct1859 N K HENDERSON and Jane E HENDERSON consent to the taking of depositions in the case {19}
with their original signatures

9Nov1859 Answer of the named DENNISON heirs by their guard *ad litem*, A F KINNEY {4-5}

The named heirs are: Eliza A, William Harvey, and Mary Jane DENNISON

[Nov1859] Legal notice to defendants that depositions will be taken in the case on 29Nov1859 {13}

29Nov1859 Depositions taken {11,12}

Present: David LANDES, plaintiff; A F KINNEY, guardian *ad litem* for the minor orphans; and John PARIS, agent for the defendant heirs R.H. Robertson deposes that, Mrs. DENNISON being deceased, the interests of the orphans would best be served by selling the land. {11}
A.D. Trotter deposes that the sale of the land will be beneficial as there is very little land in this country that will yield 6% in rents. {12}

29Nov1859 Judgement {9-10}

The court having heard the arguments, judges that it would be in the best interests of all that the land be sold, and Nicholas K. TROUT is appointed commissioner for that purpose.

4Jan1860 Account of the estate's sale of land on 4Jan1860 to William WOODSELL {17}
for the gross price of \$22/acre, or \$880, which after costs amounted to \$820.80.

4Jan1860 The IOU of the purchaser of the land, and his security, recorded 20Mar1862 {20}

11Jun1860 Court Order {7-8}

The plaintiff, David Landes, guardian of the infant DENNISONs is authorized to receive the proceeds of the land sale, and administer them on behalf of his wards, on the posting of bond in the amount of \$1700.

undated An account of court costs {30}

Altogether there are 30 images for this case (not counting image 1 (a pic of the annotated folder in which they are enclosed); the ones not abstracted here are mostly reverse captions of the documents themselves, or otherwise items of little or no consequence.