

Some of the most important evidence pertaining to the descendancy of James¹ DENNISON^[1] of FauquierCo (hereinafter “D”) is embedded in the following two court cases in which he was a party, both filed in Fauquier County Court, sitting in Chancery:

- Chancery 1791** [JOHN MOREHEAD vs. JAMES DENNISON](#)
 {LVA FauquierCo [Case 1793-009](#) (51 images)}, and [Case 1791-019](#) (2 images) ^[2]}
- Chancery 1793** [JAMES DENNISON vs. JOHN MOREHEAD](#) {LVA FauquierCo [Case 1808-013](#) (38 images)}

Chancery suits can be gold mines of genealogical evidence because the parties are supposed 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. These two suits tell us nothing directly about James¹ (D) and his genealogical relationships, but they are rich in clues to the man himself and his way of life.

My source for the original papers of these suits is the Library of Virginia online [Chancery Records database](#), and can be downloaded a ZIP file via the links provided above. My detailed citations to these records are to particular sequential image#s in each set of records: e.g. {23} refers to the 23rd image of the case of which it’s a part. In my abstracts below, however, I’ve re-arranged these documents into their original chronological order, in two sections: a Docket History section that tracks the progress of the case itself; and an Evidential Exhibits section of pre-suit documents brought into the case as evidence. And I’ve prefaced each case with comments about it and it’s implications.

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 1791**. **The year I’ve used for these designators is that of the original complaint**, not necessarily the year the judgement was handed down ^[3].

An [Appendix A: Chancery Suits Explained](#) provides an introduction to the legal aspects of chancery suits.

Quoted extracts in this report have been modernized in line with [the conventions I’ve defined and labeled as RMM](#).

Since the original publication of this report in 2020, I’ve abstracted the entries in the FauquierCo court order books that track, on the next page, [James’s original case in law against Morehead](#) upon which these suits are predicated, as well as an abstract of the Fairfax lease to James itself, which conveyed conditional title to him, and/or either of his sons John or Thomas as of 21Apr1787, on an annual renewal basis.

¹ “Dennison” is the most common modern spelling of this surname, and I generally employ “DENNISON” (in all-caps) to stand for all of it’s close phonetic variants. However the surname appears to have both Scottish and Irish or English derivations, with the Scottish forms generally incorporating a “t” (e.g. “Denniston”), and ultimately deriving from the ancient Scottish gentry surname “Danzielstoun”. Y-Chromosome DNA testing, coupled with very extensive genealogical research, has shown that only descendants of [DENNISON Patrilineage 1](#) have this ancient Scottish ancestry, while descendants of the subject of these FauquierCo lawsuits, James DENNISON is of the unrelated [DENNISON Patrilineage 5](#). Both of these DENNISON patrilineages have roots also in Ireland, with DENNISON Patrilineage 1 known, therefore, to be Scotch-Irish. Interestingly, “t” variants of this surname are sprinkled throughout the papers of these cases, raising the question of whether Patrilineage 5, too, has roots ultimately in Scotland, although James’s chosen place of settlement, and his occupation, bespeak more of an Irish-Irish cultural inheritance..

² One of the documents of this case, a list of John Morehead’s chosen witnesses, is misfiled as the only document (image# 2) in [LVA FauquierCo 1791-019](#)

³ These LVA case dates are later than my case dates because they purport to be the dates that the cases were resolved. I’ve labeled mine with the date the case began, with the complaint of the plaintiff, because the documents preserved often fail to include either a judgement or other dated indication of final resolution.

James DENNISON's Original Case in Law against Morehead in the FauquierCo Court Order Books

In these abstracts I've capitalized surnames to aid in scanning but have spelled them exactly as they appear in the original. This convention, which I use only in such abstract compendiums, is somewhat at odds with my convention of reducing all phonetic surname spelling variants to one standard form (in this case DENNISON) in ordinary text.

I've provided a link to an image of the original record of the first of these items, which is Image# 167 on the FamilySearch DGS, where it can be accessed by signing in to a free account that anyone may establish at the FS site. The other images can then be accessed by entering the image# in the box near the top left corner of each FS page.

26Mar1790 Ct {FauquierCoVA Orders (1791-1793), 270; FHC DGS 8359354, [i#167](#)}

James DENNISON vs. John MOREHEAD, In Case

-continued til next court

The cause of action, "In Case", was kind of a legal catchall, with no particular meaning.

7May1790 Ct {FauquierCoVA Orders (1791-1793), 301; FHC DGS 8359354, i#186}

James DENNISON vs. John MOREHEAD, In Case

-continued til next court on the motion and at the cost of the defendant

25Aug1790 Ct {FauquierCoVA Orders (1791-1793), 351; FHC DGS 8359354, i#200}

James DENNISON vs. John MOREHEAD, In Case

A jury of 12 finds for the plaintiff in the amount of £29/4/6 plus court costs.

This amounts to about \$78 in 1790 US\$, which when adjusted for price inflation as measured by the CPI is about \$2850, but the CPI has been massively under-reporting inflation for decades: adjusting for this, the actual price adjusted value would be more like \$6000.

29Mar1791 Ct {FauquierCoVA Orders (1791-1793), 390; FHC DGS 8359354, i#227}

"On the motion of James DENNISON by his attorney, it is ordered that Thomas BRONAUGH, Gentleman Sheriff of Fauquier, be fined £6 for the use of said DENNISON for failing to return an execution obtained by him against John MOREHEAD, and for his costs by him in this behalf expended."

This order was recorded a week after the date of the 22Mar1791 complaint (usually the first paper filed) in Morehead's chancery suit against James, which sought an injunction to relieve Morehead, at least temporarily, of the need to pay Dennison and satisfy the judgement that the latter had obtained against him. Since the regular county court which here on the 29th dunned the county sheriff for failure to collect from Morehead wasn't cognizant of Morehead's attempt to forestall his obligation under the law, or whether the complaint may not have been fraudulently back-dated.

John Morehead was a wealthy and influential man, and it appear that he had the "gentleman sheriff" in his pocket—a valuable ally to have since in Virginia county sheriffs were always chosen largely by, and representative of, the wealthy county elite, and they had a monopoly of the use of force, subject only to the edicts of county judges. But I've never before seen a fine levied on a sheriff for misbehavior, and between the jury that found for James, and the county judge who issued this fine, something like a revolt in county politics may have been brewing.

Be that as it may, and despite the ambiguity the remains concerning the final disposition of the chancery suits thanks to records loss, the FauquierCo land tax records show that after 1787 (when the chancery documents show that Morehead paid the taxes on James's leased land), from 1788-1807, James himself was taxed for his 138a, and he would hardly have gone on paying those taxes if title hadn't resolved in his favor.

[Here is my abstract and comments of thie 21Apr1787 Fairfax lease to James](#), together with comments and images of the document itself.

Chancery 1791: Suit in chancery, before the County Court of FauquierCo

John MOREHEAD vs. James DENNISON

{LVA FauquierCo [Case 1793-009](#) (51 images)}, and [Case 1791-019](#) (2 images) ^[4]}

complaint (22Mar1791); no judgement or final accounting; latest date in documents (20Aug1792)

Detailed abstracts of the [Docket History](#) and [Evidential Exhibits](#) for this suit follow.

Summary and Analysis of **Chancery 1791**

The partial papers of this suit by MOREHEAD [M] to suspend the judgement that DENNISON [D] had obtained against him for £29/4/6, fail to tell us what the resolution of this suit was, though they implicitly show that the injunction was granted and, if it remained permanent, it would have re-opened D's original case against Morehead. Since, however, the original judgement was based on a jury verdict, that seems unlikely, and it's likely that M remained on the hook for that £29/4/6, with interest continuing to accrue. In fact, although Chancery 1793 reversed the colors, with James Dennison suing John Morehead, it's entirely possible to see the latter suit, that was focused primarily on the land that DENNISON lived on, as a continuation of the present suit.

One thing the two parties agree on in this suit is that D was employed by M for the years 1773 and 1774 as an overseer, managing some of M's slaves in the growing, curing, and finishing of the main Virginia cash crop of the day: tobacco. They also show that D was constantly in over his head financially, and that M, evidently large, well-capitalized landowner, was ever ready to cater to D's short term financial needs, the better to exploit his labor.

As a measure of M's success in this enterprise, another thing that both men agreed on in this suit (having no choice because unlike virtually all the rest of their transactions, it was documented by a paper submitted to the court), is that on 6Mar1784 the two parties reached at least a partial settlement of D's net outstanding debts to M—documented by a bill of sale in which D sells M for some £20 the whole of his personal estate, with it's most valuable components, his livestock, itemized. However, the two explicitly disagree that this completely cleared the books between these two, D maintaining that M still owed him on balance, payment for the tobacco he had grown for M in 1774, and had agreed to allow M to sell on his behalf to take advantage of a market price that was high at the time..

In addition to M's complaint, and D's answer, which tell rather different stories, neither of them quite complete or particularly coherent, at least ten witnesses were deposed, all but two of them recommended to the court by M. Naturally, these witnessed in general supported M's version of what happened, though, collectively, their vagueness and contradictions don't provide particularly compelling evidence for M's particular claims.

D's two rebuttal witnesses, John Brooke and Anthony Hailey, provide little specific clarification respecting the financial transactions between the principals, M and D, but they make rather devastating character witnesses for D and against M, one of them claiming that he heard M say that he was determined to ruin D, which he certainly had done by 1784. Yet despite this, dealings between these two men continued on long after 1784, as the other chancery case covered here, **Chancery 1793**, shows.

⁴ One of the documents of this case, a list of John Morehead's chosen witnesses, is misfiled as the only document (image# 2) in [LVA FauquierCo 1791-019](#)

Docket History of **Chancery 1791****22Mar1791 Bill of Complaint of John MOREHEAD {9-10}**

Complainant **Morehead [M]** alleges that he had dealings with **James Dennison [D]** from 1771-1788. That for 1773 and 1774 D acted as M's overseer in exchange for a share of the tobacco crop. That for those two years, the total of M's tobacco amounted to 15 hogsheads, or 13,712# (as inspected), 1300# of which M had purchased from **William Simpson**, and at least one third of the rest was produced under M's supervision, independently of D's. On 6Mar1784 "a settlement of all accounts and dealings prior thereto took place" between M and D, and it was found that D owed M £20/10/4, for which D executed for M a receipt [actually a "bill of sale"] in that amount "for sundry effects", which is annexed to this complaint.

Some years after this settlement M purchased of D a lease for £30 (see **Chancery 1793** which is primarily concerned with this supposedly purchased lease), and also "laid for him several sums" itemized in an accompanying document, leaving a balance due M of £18/4/3.5. Despite this balance owed, D has since sued M for D's share of the crop of tobacco aforesaid, and produced an inaccurate account of the tobacco that showed D producing 3 or 4 thousand more pounds than he actually did. Because M was unable to produce at trial either the authentic inspector-certified inventory of tobacco or the aforesaid receipt, judgement was rendered against him (i.e. for the plaintiff D) in the amount [left blank], who then procured an execution against him. M has since had recourse to the tobacco inspector's books and procured an authentic inventory of the tobacco he produced and owes D in consequence "not a farthing". He therefore petitions for a temporary injunction against the execution, which he expects will be made permanent when his cause is later heard in equity.

Although this complaint merely asks for an injunction against execution of the judgement that DENNISON had formerly obtained at law, it appears that the suit somehow progressed to a chancery suit on its original merits.

29Mar1791 Bond of John MOREHEAD, security Thomas Massie, to James Dennison, for £80 {3}

to secure the debt owed to **Dennison** of £29/4/6 from a judgement whose execution is currently stayed by injunction; this bond to remain in force unless the injunction is dissolved —indicating that the injunction MOREHEAD petitioned for was granted.

12Sep1791 Answer of James DENNISON {5-7}

Respondent **James Dennison [D]** acknowledges that he made a settlement with **John Morehead [M]** as noted in the complaint [presumably the settlement of 6Mar1784], and though he doesn't remember the details he denies that it was an all-encompassing settlement that included the tobacco owed him. What he does remember is that a year before that when he became M's overseer [a year or a decade?] they also made a settlement in which D was found to be indebted to M in the amount of about £11, for which he gave his bond. D also says that at the beginning of his first year as overseer, and before he had finished his crop, he compensated M against his bond by selling him a mare for £7/5 and a saddle for 25s, and also paid him £3, which M expressly accepted in discharge of D's bond, which was in fact overpaid by some shillings.

D states that in 1773 he became overseer for M and since that time hasn't had any dealings with him except for a horse he purchased of **John Randal** for £5 which he paid to M in labor after D had left M's service, against a debt owed M by **Randal**—with certain adjustments involving bushels of rye and wheat.

D acknowledges that he was overseer for M for two years, during which he received his due allotment of corn and other things, but that he has never been paid for the 2870# of tobacco due him. D states that the receipt referred to in the complaint was never meant to be a settlement of his claim for payment on his tobacco, and in fact M repeatedly evaded making such a settlement.

D states that he owed one **Charles Pinkard** £8/4/9, and that **Pinkard** was indebted to M but had removed to HenryCo. Nonetheless, **Pinkard** had hired a local agent to press D for the amount owing, and M, hearing of this, offered to pay Pinkard [presumably first subtracting out the amount **Pinkard** owed him], provided that D made out a receipt for him, which D agreed to do [in this case, the “receipt” would have amounted to an IOU, or a personal bond].

Shortly after this, when tobacco was selling at 30s/hundredweight, and both M and D had tobacco for sale, M offered to sell D’s tobacco for him, subtract the amount owed M for paying D’s debt to **Pinkard**, and pay D the difference. But later, M was only willing to credit D for his tobacco at 12/6 per hundredweight even though M had obtained the full, much more favorable, market price obtaining at the time they made their bargain—which offer D refused to accept. D further disputes the accuracy of M’s copy of the official record of the tobacco M had sold, because, as D understands, M obtained his copy from the son of the man who actual inspected the tobacco, but that the original inspector is now deceased, while D’s copy of that inventory was the original one from the actual inspector.

Finally, D notes that he had brought suit and obtained a judgement against M for the tobacco owed him, and prays the court that it allow that judgement to be executed.

27Oct1791 John Morehead’s chosen witnesses are ordered to be subpoenaed {15, and 2 from Case 1791-019}

These are: **Richard Rixie, Thomas Massie, William Simpson, John Moffett, Jesse Obannon, Matthew Neale, and Martin Pickett.**

17Nov1791 Deposition of William Simpson {17-18}

William Simpson deposes that he lived with **John Morehead [M]** during the two years that **James Dennestoun [D]** lived with M. He deposes that to his knowledge, each year D’s crop, inspected at Dumfries, consisted of just 1350# of tobacco, while M brought in 4000# each year himself.

25Nov1791 Deposition of Matthew Neale {39}

Matthew Neale deposes that **Morehed [M]** told him that he had grown 18-20,000# of tobacco independent of **Jeames Denneson [D]**, his overseer, but D told him that M’s portion was just 6000#, and that “all the tobacco that he carried down was his but one hoghead that he bought of the widow **Oldham.**”^[5]

⁵ The original of this deposition is just as vague as it seems in the abstract; it is also remarkably illiterate.

25Nov1791 Deposition of John Dearing {43}

John Dearing deposes that he was asked by **John Morehead** [M] to attend the settlement meeting with **James Denenson** [D]. The balance between the two showed that M owed D £7 and some shillings for D's tobacco, and a settlement was made with some of the tobacco priced at 9s/hundredweight, and some at 10s. **Dearing** also deposes that he heard D say that he owed, or had owed M £16.

25Nov1791 Deposition of Richard Rixey {50-51}

Richard Rixey deposes that at **Mr. Morehead's** [M's] after **Dennason** [D] had brought [this] suit and saw a receipt from D; that M then summoned D, showed him the receipt and claimed that it was a settlement for his tobacco, which D denied, and alleged instead that the receipt was merely for £18/5 that he had owed M. D also acknowledged that he had given M his bond for £11/12 when he had lived with him [as M's overseer], against which there was a credit for the mare that D had sold M. Deponent further saith that D visited him at his home this summer and on being asked why he couldn't settle with M regarding the disputed tobacco, D said that it was because M refused to settle. Deponent asked D whether it was possible that M owed D as much as D had been awarded in his successful suit against M, and D said that the award of £29+ for his two crops, minus a hogshead to repay M for paying D's debt to **Charles Pinket**, was for "more than he owes me", and that M ought to have credit also for: £16 that D owed him; £4 that M paid for D to **Col. Pickett**, and another small debt involving some corn.

28Nov1791 Deposition of Martin Pickett {38}

Martin Pickett deposes that he lodged with **John Morehead** [M] some time in the Fall of 1787, and asked M for advice on how to collect a small debt from **James Denniston** [D]. M summoned D and they worked out a bargain by which D would execute a deed of trust (a mortgage) for his leased lot to M, if M would pay D's debt to **Pickett**, and give D a year of possession of the lot to repay M and also to satisfy his other debt to M.

These final two depositions, both, probably, from the next year, were evidently from partisans of James Dennison:

20Aug1792 Deposition of John Brooke {40}

John Brooke, aged 52, deposes that he had often heard **John Morehead** [M] and others say that "he the said Morehead had got a lease for **James Dennison** [D] of **Col. Martin** on which the said **James Dennison** now lives". He also deposes that he was present when D offered to pay M £10/5 "to redeem his lease", but that M refused. The same evening M offered D 2000# of tobacco to dismiss the suit that D had pending against M, but D refused that. Brooke also deposes that he was present in 1772 when M purchased from D a bay mare for £7 and a gallon of brandy. "Further, this deponent saith he often heard the said Morehead say he would ruin the said Dennison."

Undated—1792? Deposition of Antony Hailey {41}

This deposition by James's son-in-law is so rich in color that I'm reproducing it here in full (modernized, and minus the framing boilerplate):

“This deponent says that he and **James Denison** went to the house of **John Morehead**, and after some small stay at **Mr. Morehead's**, **James Denison** asked **Morehead** if they could not settle between themselves, or he would leave the settlement to his son **John Morehead** and abide by what **John Morehead** should do in the settlement. Then **Mr. Morehead** absolutely refused for to let his son make the settlement, but says ‘**James**, I will tell you what I will do with you: I will give you 2000# of tobacco and be at quits.’ Then **James Denison** told him he would not take it. To this **Morehead** said he was willing to leave it to be arbitrated between **Captain Shackeford** and **Colonel Triplet**; to which **Deneson** said he was willing. But **Morehead** said to **Denison**, ‘Now **James**: since it is left to the law I will open your eyes, for I will quirk and rogue all I can—you may do the same—so let the hardest fend off.’ To which **Denison** replied: ‘I shall not quirk nor [e]quivocate, nothing about it. All I want is my right, and my right I will have if the law will give it me.’

The Resolution of **Chancery 1791**: **John Morehead vs. James Dennison**

Although there are no papers in the chancery file that tell us how or when this suit was resolved, there is an entry in the regular county law court order books, captioned “In Chancery” that relieves the suspense. At the 28Mar1793 county court session {[p350](#)} there an order is recorded that in light of of the judgement for **Dennison** in the suit, **Morehead's** temporary injunction staying the monetary satisfaction of **Dennison's** judgement against him in the original **Chancery 1793** case was dissolved, making **Morehead** liable again for the money, plus the costs incurred by **Dennison** in contesting the injunction.

Evidential Exhibits for **Chancery 1791**: **John Morehead vs. James Dennison**

6Mar1784 The “settlement” document {35} alluded to both in **John Morehead's** complaint, and **James Dennison's** answer **James Denison -Bill of Sale-> John Morehead**, for £20/10/4: 8 head of cattle, one colt, one black horse, one bay horse, three beds and furniture, five plates, one dish, one iron, one frying pan, and “all the rest of my estate”.

Signed: **James Denson**

Witnesses: **Elizabeth Morehead, John Morehead Jr**

1787 a receipt by the FauquierCo tax commissioner to **Mr. John Morehead** {46}
for £ /13/3 in payment of **Mr. Ja[me]s Denniston's** land tax for the year 1787

Chancery 1793: Suit in chancery, before the County Court of FauquierCo

James DENNISON vs. John MOREHEAD {LVA FauquierCo [Case 1808-013](#) (38 images)}
complaint (undated but probably 1793); judgement (1May1806); latest date in documents (1May1806)
Detailed abstracts of the [Docket History](#) and [Evidential Exhibits](#) for this suit follow.

Summary and Analysis of Chancery 1793

James DENNISON's [D's] purpose in filing this suit was evidently to gain possession of the long term lease for the land he had been living on for many years. The surviving documents of this case indicate that the lease documents had been from their beginnings in the hands of the defendant, John MOREHEAD [M], whom D had trusted to act as his agent in procuring it. However, D and M told somewhat different stories about D's legal interest in the lease, and as with [Chancery 1791](#), there was a third party and other debt owed by D involved, and the document that formalized the agreement between D and M about the lease could not be produced—it was alleged to have been destroyed in a fire.

Nonetheless, between D's complaint, M's answer, and the deposition of several witnesses, we can pretty well figure out what this controversy was all about.

The parties both stipulated that M had agreed to act as D's agent in completing the purchase of a lease that D had bargained for—a 138a tract in the Manor of Leeds—a large proprietorial grant, subdivided from the vast Northern Neck Proprietary holdings of Lord Fairfax, and after 1781 when Fairfax died, by his heirs. M alleges that he paid the £6 purchase price for the long term (or perhaps indefinite term) lease of this tract to the proprietor's agent Anthony Garrett, and Garrett's wife, as a witness in the case, confirms this. However, D implies in his complaint that *he*, James, had paid the purchase price, though he nowhere mentions any £6, and it's also possible that D didn't understand that such an amount was owing. M was unable to obtain the paperwork for the lease on his first visit to Fairfax's agent (for which no date is given) but he did say that he had acquired the documents in Apr1787.

M didn't immediately turn over the lease to D, because (both agree) D owed £4 to Col. Martin Pickett which he couldn't pay, and M offered to cover that debt in return for keeping the lease in his hands. An agreement to this effect was drawn up that involved all three men, but this was the document that was destroyed in the fire.

One original, witnessed, document that was produced by M, was an unconditional conveyance of this lease from D to M, in return for £30 consideration. I say "unconditional" because this document (Image 30 in the case, abstracted under Evidential Exhibits, below) fails to include the usual language for a mortgage or deed of trust, that would become void on repayment of a borrowed amount, with interest, by a certain date. The signature of James Dennison on this document is by mark, even though James was able to write his own signature ("James Denson") to a 1784 bill of sale (Image 35 of [Chancery 1791](#)), and one might wonder just how legitimate this document was, though it was, after all, witnessed by three people, including Martin Pickett. In any case, M acknowledged in his answer that D's conveyance of the lease was only conditional, although, as both D and supporting witnesses allege, M was unwilling to turn over the lease to D in return for merely being compensated for his outlays for it, and for paying D's £4 debt to Pickett: M wanted more. I suspect that the £30 consideration written into

D's unconditional conveyance of the lease to M was an approximation of the amount that M figured that D apparently still owed him, and what M was really after, using this conveyance and the lease document itself as hostage, was repayment of the £30 .

M included allegations of D's other indebtedness, but even the chancery court commissioner wasn't buying that because M, evidently a sloppy record keeper, couldn't produce the documentary evidence to support his claims on D. The court nonetheless found a way to rule in M's favor by noting, in 1806 when the case was finally resolved, that the original amounts that could be documented, plus accrued interest, totaling some £30 was due M, if D wanted to gain possession of his lease.

In those days, absent explicit provisions to the contrary, it was understood that in law interest was due on all debts in the amount of 5% per year, and it's striking that nowhere in either of these chancery cases, does James DENNISON seem to understand that. If he had, he presumably wouldn't have bothered to lodge the [Chancery 1793](#) suit.

One wonders on the other hand, just why a suit for debt wasn't simply lodged by MOREHEAD, and why, according to the uncontroverted allegations in his answer, he for all the years from 1787-1806 continued to allow DENNISON to occupy a lease that in effect belonged to him, even paying the yearly rent on it, to the tune of 40 shillings. The answer to this question is probably because (1) he knew that DENNISON wasn't good for the debt; (2) he enjoyed keeping D under his thumb; and (3) he probably found other ways of exploiting him, his labor, and that of D's grown sons.

As far as D was concerned, when this suit eventually prevented him from gaining even the temporary title to his land that a long term (perhaps "three lives") lease provides, without coming up with a lot of cash that he didn't have, that was likely what induced him to accompany, or follow, his sons west to HarrisonCoVA, in the Appalachians, where land was still cheap and plentiful.

Docket History of **Chancery 1793**

[undated—probably late 1793] **Bill of Complaint of James DENNISON {3-4}**

Complainant **James Dennison [D]** alleges that sometime in 17__ he had purchased a lease from **Anteny Garrette** in FauquierCo, in the Manor of Leeds, but that the paperwork for the lease hadn't been issued by the Proprietor's Office. Meanwhile, a neighbor, **John Morehead [M]**, approached D, told him that he was going to that office, and promised to obtain the lease for D. D also states that he had become indebted to **Col. Martin Pickett** in the amount of about £4, and that he, M, and **Col. Pickett** jointly drew up an agreement that M would be permitted to keep D's lease in his own hands, in return for acting as security for D's debt to **Pickett**, and in fact, discharging that debt, but that as soon as M had been made whole by D's paying him the £4, M would hand over the lease to D.

D continues: About a year later D came to M with a sum of money sufficient to cover several small debts D owed him, including the repayment of the £4 that M had paid **Pickett** on D's behalf and a guinea [roughly a pound] that M had advanced D, in return for M's handing over the lease. But M refused to accept this settlement, and instead offered to pay D a thousand pounds of tobacco [which functioned as currency in VA] in return for being allowed to keep the lease.

D refused this offer, telling M that "he had worked too hard to procure an easy situation to give it up on any such terms."

In response, M utterly refused to give up the lease, alleging that he (M) had paid for it, and told D that because the original agreement [meaning, presumably the document drawn up between M, D, and **Pickett**] had been destroyed by fire, D couldn't prove otherwise.

Complainant D therefore prays the court to order M to deliver up the lease in return for D's paying him the £4 he owes M for the latter's assumption of his debt to Col. Pickett, and the guinea that M paid to the proprietors of the Manor of Leeds in fees for the lease document.

Not mentioned in this complaint is the 5% yearly interest that was legally presumed to apply to all debts.

3Dec1793-Dec1795 John Morehead [M] ordered to appear to answer the complaint of James Dennison [D] {18,19}

This case is unusual in that it appears that D's original (undated) complaint was probably filed in 1793, four years before M got around to filing his formal answer to it. The original court order to Morehead to answer was dated 3Dec1793, and the document at image# 19 itemizes the many continuances granted him over the years.

24Mar1796 The court orders the deposition as witnesses: Sally Rogers, John Delaney, and Milly Garrett {16}

24Mar1796 Deposition of Salley Rodgers {35}

Salley Rodgers deposes: **James Dennison [D]** & wife visited her and said that his lawyer told him that he should be able to sow and reap his crop before **John Morehead [M]** "got the place", and D further said that he would not "hinder Morehead from the place if he [M] would settle with him [D] his [D's] crops that he made while he [D] lived with him [M]".

This is evidently a reference to D's stint as overseer for M, which was the main point at issue in **Chancery 1791**.

24Mar1796 Deposition of Milley Garrett {37}

Milley Garrett deposes that John Morehead purchased from her husband, for £6, the lease that James Dennison lives on.

29Nov1796 The court orders Jeremiah Woodyard to be deposed {16}

25Mar1797 Deposition of Jeramiah Woodyard {32-33}

Jeramiah Woodyard deposes that he attended a meeting at the house of John Morehead [M] between M and James Deniston [D], where D offered M £10/5 in compensation for paying D's debt [of £4+] to Col. Pickett, and for purchasing D's lease for him [which M elsewhere claims cost £6+]; but M refused the offer because it wasn't enough. Woodyard remembers other negotiations involving rents and tobacco [as currency] but not the details.

25Mar1797 Deposition of Henry Rogers {34}

Henry Rogers deposes, based on his attendance at the same meeting as Woodyard, that M told D that the latter was welcome to his lease [presumably for the money D offered] provided that D allowed M to have the crops that Dennison had raised on the land.

This, at least, is my interpretation of the convoluted and ambiguous text of this deposition, which, like the previous one of Woodyard, omits the date of the meeting. Also, in the heading of Roger's deposition, the names of M and D are erroneously switched.

2Dec1797 Answer of John Morehead {6-9}

Respondent John Morehead [M] alleges that it was he who purchased the lease in question from Anthony Garrott, for £6, even though Garrott had only the possession of the land, and was unable to provide him with documentation. Furthermore, about the year 177_ James Dennison [D] was indebted to M in the amount of £11/12 by a bond that been since lost, and also "many years ago" M settled a debt of £18/5 owed by D to one William Delaney, in D's presence; yet M has never received any repayment for these sums from D.

About Apr1787, M finally procured from the Proprietor's Office [he says "from Col. Martin", though Martin was the non-resident British landlord of the Manor of Leeds] the lease he had purchased from Garrott for £6 (and also at that time paid the surveyor's fees for the tract) "for the use of the Complainant" [D]. "Afterwards" Col. Pickett came to M in pursuit of a debt owed to Pickett by D, amounting as of Nov1791, to £4/17/6, and that "before your Respondent became answerable for the aforesaid debt, the Complainant agreed to give him a conveyance of the aforesaid lease as a security to pay him all the claims before enumerated, which said conveyance is hereto annexed." [This, presumably, is [the deed below dated 14Nov1787](#) from James Dennison to John Morehead. NOTE: This deed is not in any way made conditional, as it should have been if it were, in effect, a mortgage. But M in his answer nonetheless acknowledges it's conditional nature]. M further states that D has never repaid any of the amounts advanced to him, or even the 40s of rent that M has paid the proprietor for the lease of this land over the years, yet D "hath always been in quiet possession of the aforesaid lease ever since the conveyance aforesaid was made to this Respondent".

12Mar1806 The two parties to the suit are order to appear on 29Mar to receive judgement {11, 21-22}

By order of the FauquierCo court, the parties to the suit by their counsel were ordered to appear 29Mar before **Justice Charles R. Scott** to present their vouchers and other evidence and receive judgement; on 22Mar the sheriff swore that he had served both parties on 15March. This meeting, however, was later continued to 5April, and finally to 1May.

1May1806 The final accounting and judgement in the case by Master Commissioner Scott {23-24}

The two documents represented by image#s 23 and 24 were folded together.

The first document is an account drawn up by **Charles R. Scott**, the master commissioner appointed by the courts for this case, of the outstanding amounts owed to **John Morehead [M]** by **James Dennison [D]**, totaling £30/10/9, and consisting of: the amount M paid to **Garrett** for D's lease, plus clerical fees; the amount M paid **Pickett** in satisfaction of D's debt; plus 32 years interest (1774-1806) on the one payment, and 15 years interest (1791-1806) on the other.

The second document is MC Scott's judgement in the case, which I reproduce here in full:

In obedience to the above decretal order, the undersigned M[aster] Commissioner attended at his office agreeably to notice and proceeded to an adjustment of the accounts between the parties and reports; as stated above the sum of £30/10/9 to be due from the complainant **James Dennison** to the defendant **Jno[John] Morehead**. The Commissioner further states that this statement is taken from the bill and answer, supported by deposition: that there is long accounts between the parties which have been standing for twenty or thirty years, which cannot be brought into this statement for want of the necessary vouchers."

Cha[rle]s R. Scott, Master Commissioner
Fauquier Courthouse, 1May1806

Jno[John] Moorehead

To the Master Commissioner D[ebit?]

attending three times—in all 11 hours @ 3/9... £2/1/3

1May1806

Cha[rle]s R. Scott, Master Commissione

Evidential Exhibits for **Chancery 1793**: James Dennison vs. John Morehead

1782 An account of amounts owed and/or paid to John Morehead, by James Dennison, totalling £3/4/7.5 {28}
mostly for servicing plows and other agricultural implements.

This document doesn't seem to have any relevance to this case.

1785 An account of amounts owed and/or paid to James Dennison by John Morehead, totalling £18/2/1 {27}

James Dennison's signature appears at the bottom of this document, but it's in the hand of the drafter of the document, and doesn't correspond to the "James Denson" with which he signed [the 6Mar1784 Agreement with Morehead](#), and this document is annotated "E.E., 21Jan1789" so it's evidently a copy, probably made up by the clerk E.E. for this case.

This document may correspond to the £18/5 that M claimed in his answer to have paid out to settle a debt owed by D.

14Nov1787 James Dennison -Sale> John Morehead, for £30, the 138a lease Dennison now lives on {30}

"by him held by lease conveyed by Colonel Tho[ma]s Bryan Martin, attorney in fact for ***** Martin, Esq. of Great Britain"

Signed: James his x mark Dennison; Wits: Martin Picket, Dan[ie]l Gary, Jos[eph] Doniphan

Appendix A: 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.