

To the Honble the Judge of the High
Court of Chancery of the State of Virginia
Complaining sheweth unto your
Honour your orators Patrick Boyle and
Michael McKean that a certain Charles
Ingolsby & Charles McGovern formerly Mer-
chants & Co partners under the name and
firm of Ingolsby & McGovern in the Town
of Martinsburg purchased of your Orator
Patrick Boyle a considerable quantity
of Goods wares & Merchandizes to the am^t
of £1583.1.^{Cur} p^{ens} for which they executed bonds &
notes to your said Orator payable at dif-
ferent & distant times ^{and now due} which said bonds & notes
are in your^d Orators possession ready to be pro-
duced at any time if required, that after the
said Ingolsby & McGovern had for a short
time carried on a losing & unprofitable trade
in the said town & being likely to fail, they
entered into an agreement with a certain Geo:
Lindenburger, a Def^t hereinafter named, and
who was also a creditor of the said Ingolsby &
McGovern, by which agreement they the
said Ingolsby & McGovern agreed to deliver
up all the goods which they then had on hand
and the debts due to them to the said Linden-
burger in trust for himself your said Orator
and all other the Creditors of the said In-
golsby & McGovern to be applied to the
equal benefit of all the said Creditors, as by
a true Copy of the said Articles of Agreement

hereto annexed & which your Orators pray may
be taken as part of this their Bill, will more
fully and at large appear, that the said
goods & debts were accordingly delivered up
to the said Lindenburger for the purposes
aforesaid; that your Orator Patrick Boyle
immediately after entered into an agreement with
the said Geo: C Lindenburger for the purchase
of the said goods amounting to the sum of
£1400 per ^{cur} for which your said Orator Patrick
Boyle and your Orator Michael McKeenan
as his security executed to the said Geo: C Lin-
denburger four bonds payable at different times
being equal parts of the above mentioned sum
but it was agreed at the same time between
the said Geo: C Lindenburger & your said
Orator Boyle that he the said Boyle should
be allowed a credit on the said bonds for the
amt of the dividend ^{of his debts} and for such debts of the
said Ingolsby & Mc Govern as he the said
Boyle should pay & discharge; that the said
Lindenburger retained the debts due to the
said Ingolsby & Mc Govern to a considera-
ble amount which were put into the hands of
an attorney immediately for collection, & which
your Orators believe a greater part has been
collected and your Orator Patrick Boyle
further shews that the said Ingolsby & Mc Govern
at the time of the contracts & agreements afo-
said and still are considerably indebted to you
him that your Orator has besides paid debts due
from the said Ingolsby & Mc Govern to the amt
of £110. 9. the whole of which will cover con-

siderably the greatest part of the amt of said goods
for which your said Orator Patrick Boyle gave
his bonds as aforesaid, as by an account hereto
annexed will fully appear; that your said
Orator Patrick Boyle has frequently in a friend-
ly manner requested the said Geo: C Linden-
burger to come to a fair settlement of ac-
counts and to allow him credit on his
said bonds for the amt of his acc^t according
to the agreement aforesaid But now so it
is may it please your honour the said
Geo: C Lindenburger hath refused so to do
and has instituted suits upon three of the
said bonds in the District Court of Win-
chester upon one of which he has obtained
a Judgement which he is now about to carry
into effect by an execution and the other two
he is about to prosecute to a Judgement
all which actions and doings are contrary
to equity & good conscience & tend to
the manifest injury & oppression of you
Orators and for as much as your Orators
are remedied by the strict rules of
Common Law and only a ^{reversible} in this
honourable Court to the end therefore
that the said Geo: C Lindenburger may
upon his Corporal oath full true and
perfect answer make to all and singular
the premises as fully as if the same
were herein again asked & interrogated that
he may be compelled to come to a fair settle-

most of accounts with your Orator and to
 allow him all just credits and that he, his
 agents and all other persons acting by
 his authority may ^{be} enjoined from further
 proceeding in the premises until the matter
 hereof can be heard in equity and that
 your honour will grant such other and
 further relief in the premises as to your
 honour may seem just & right

May it please your honour
 to grant the Comor's writs of Sp^{ca} & Inj^o!
 commanding do

Berkely County Sh^r

Patrick Bayl made oath before me
 a Justice of the Peace for said County that
 the allegations in the above Bill stated so
 far ^{as} they relate to his own knowledge are true
 and so far as they relate to the knowledge
 of others he believes to be true Given
 under my hand this 12th Day of January

1801; Cha^s. Orrick

1801 96
 Bayl's

The injunction is awarded on the usual
 terms, the plaintiffs confessing judgements
 in the actions now depending with a release
 of errors. 26 January 1801

G^o Wythe

Bill 100th

Bayle & M^r Houston
 Amherst
 } Bill
 1801 dissolved

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