

1785-005

Southampton County

Chancery Papers: Tatum vs Prince

1785

To the worshipful justices of Southampton
county sitting in Chancery

Humbly complaining sheweth unto your worships
your orator Richard Tatum of this county, That about
the year 1769 your orator purchased a horse of one John
Prince for the sum of eleven pounds for which sum your
orator gave his note to the said John Prince the 11 day
of July 1769 - That in the month of December 1774 your
orator rented a plantation in this county to the said
Prince for the term of three years & executed a lease for
the same for the sum or annual rent of £8. & you
that the said Prince took possession of the said land
& occupied the same for the term specified in the said
lease during which term your orator paid the following
Articles in discharge of the note above said to wit
Syrbarr: of Corn delivered him by one Branch Mitchell
at 10s. the barrel, Sundry Merchandise from Charleston &c
to the amount of 20s. & 4000 Shingles @ 20s. the 1000.
amounting to £4. 00. the whole making eight pounds
which the said Prince promised should be credited
on the said Note - That the rent above said amounting
to £15. is still due & owing from the said Prince
to your orator, That some time in December in the
year 1780 at a time when the country was in the
utmost confusion & the courts of Justice at a stand
the said Prince commenced his Action at Law agt
your orator & then removed himself out of this State
but the Attorney, Solicitors or Agents of the said Prince
have prosecuted the said Action & obtained a judgment

Tatum
vs
Prince
Debit

thereon agt your Orator for the said L^{ts}. Sentenced from
the 25 December 1769 til paid - 136 L^{ts} 8s 15d. for L^{ts}
& on that judgment issued an execution agt the estate
of your Orator, levied the same on his estate & the estate
to sell such estate for satisfaction of the said judgment.
Your Orator further sheweth that the said prince having
removed himself out of this state yet well knowing
the several facts above related to be true. & that on
a fair & just settlement of their accounts & dealings
that ~~between~~ the bond aforesaid ^{had} been
fairly & honestly ^{paid} & he the said prince justly indebted
to your Orator a large balance - Yet so it is that
it please your worships by the strictness of the law
& the artful contrivance of the said prince that your
orators estate by then his unjust proceedings will
be exposed to sale, & your orator left without
any remedy unless by the interposition of this
worshipful Court in equity To the end therefore that
the said John prince may upon his corporal oath
full true & perfect answer make to all & singular
the allegations of this bill as fully as if the same
were again repeated & intimated, & more especially
that he may set forth & discover whether in discharge
of the bond aforesaid your orator hath not already paid
& delivered to the said prince the Articles abovementioned
to the amount of £8.00 which ought to have been
credited on the Note aforesaid. Whether he did not rent the
lands & premises aforesaid & clear the same for three years
at the yearly rent of £5.00. or not the said rents

yet justly due your Orator, & on a fair adjustment
of their accounts will be not be in arrears & indebted
to your Orator. And that this worshipful Court will
Decree & Order that the said John prince his Attorneys
Solicitors, Agents, & Officers be perpetually enjoined
~~from~~ proceeding on the execution of the Judgment
aforesaid - & that the Sheriff be directed to make restitution
of the Goods & Chattels of your Orator taken by him
in satisfaction of the said judgment. May it please
your Worships ~~thus~~ to grant to your Orator the
Commonwealths most gracious writ or writs &c.