

1793-006

Southampton County

Chancery Papers: Browne vs Scott

3/1793

other surnames: Stores

To the worshipping court of Southampton in Chancery  
sitting humbly complaining sheweth unto your  
wisshipp. orator William Browne that not  
very long since there was a suit at common law  
instituted in this worshipping

Wm Browne

orator

Joseph Scott

Esq. Agent. term.

1790



March 1795.

abates def. dead.

2  
To the worshipful court of Southampton  
county in chancery sitting humbly complaining  
sheweth unto your worships your orator  
William Browne that many years  
past there were dealing between a certain  
Joseph Scott of Stanemond county of your  
orator, & that your orator fell in indebted  
to the defendants in this bill the sum of  
or thereabouts.

And your orator further sheweth unto your  
your worships that at the time of your orator  
traded with the def.<sup>t</sup> a certain Thomas Stores  
was his store-keeper, & that he was informed  
Averily believes that he <sup>do</sup> keep the books that  
he received the credits, & papered his receipts for  
the same. - And that your orator under  
an impression of this kind did sometime  
a haire the year of our Lord one thousand  
seven hundred & sixty seven, or thereabouts  
pay the above mentioned Thomas Stores  
the full amount of what he stood  
charged on the books of the defendants,  
& that he the said Thomas Stores did pay  
a receipt to your orator in full for what

he stands charged on the said books - That sometime after this yr orator was called upon, <sup>in these parts of his</sup> country, & that he during his state of warfare, & having been <sup>often</sup> put to great confusion by means of his enemy unfortunately lost his receipts, which had been given him by the above named Thomas Stores - That matters resting in this situation yr orator well hoped that they would ever remain so - But as it is may it please yr worship that the s<sup>r</sup> Stores having some years ago departed this life, the dep<sup>t</sup> Joseph Scott instituted suit at common law in this worshipful court against yr orator for the amount of what he stands charged on the books of the dep<sup>t</sup>. & hath recovered judgment against yr orator for the same all which ~~acts~~ ~~actings~~ & doings are contrary to equity & good conscience. In tender consideration whereof & for as much as yr orator is remediless by the strict rigor of the common law, & only relievable in a court of equity To the end therefore that the s<sup>r</sup> Joseph Scott may on his corporal oath full true & perfect answer make to all & singular the allegations of this bill, as fully & particularly as if the same were again set forth & repeated, but more especially whether

The said defendant never received any money by the hands, or means of Thomas Stores, <sup>on account of yr orator</sup> whether he does not remember to have heard the s<sup>r</sup> Stores say that the debt was discharged, or that he <sup>the s<sup>r</sup> Stores</sup> had papered a receipt to yr orator for the money - And that yr worship will grant unto your ~~orator~~ the commonwealth the most gracious writ or writs of subpoena & bill of injunction directed to the s<sup>r</sup> Joseph Scott is the prayer of yr orator, & yr orator shall ever pray & so forth

August 14<sup>th</sup> 1790

The truth of this bill sworn to before me Wm Kniss

B. D. [Signature]

Brownie  
vs }  
Scott } Bill

Copy

To the worshipful court of Southampton county in chancery  
sitting humbly complaining sheweth unto your worships  
your orator William Broome that many years past there were  
dealing between a certain Joseph Scott of Wandsworth county  
& your orator, & that your orator fell indebted to the defendant  
in this bill the sum of nine pounds, sixteen shillings & ten pence half penny  
or thereabouts. And your orator further sheweth unto your  
worships that at the time your orator traded with the defen-  
dant a certain Thomas Stores was his Store keeper & that  
he was informed and verily believes that he did keep the books,  
that he received the credits, & passed his receipts for the same.  
And that your orator under an impression of this kind did some-  
time about the year of our Lord one thousand seven hundred &  
sixty seven or thereabouts pay the above mentioned Thomas  
Stores the full amount of what he stood charged on the books  
of the defendant, & that he the said Thomas Stores did pass  
a receipt to your orator in full for what he stood charged on  
the said books. That sometime after this your orator was  
called upon in the service of his country, and that he during  
his state of warfare, & having been after put to great confusion  
by means of his enemy unfortunately lost his receipt, which  
had been given him by the above named Thomas Stores —  
That matters resting in this situation your orator well hoped  
that they would ever remain so — But so it is may it please  
your worships, that the said Stores having some years ago  
departed this life, the defendant Joseph Scott instituted suit  
at common law in this worshipful court against your orator  
for the amount of what he stood charged on the books of the  
defendant & hath recovered judgment against your orator for  
the same, all which actings & doings are contrary to equity  
& good conscience. In tender consideration whereof & for as-  
much as your orator is remediless by the strict rigor of the  
common law, and only relievable in a court of equity, to the  
end

and therefore that the said Joseph Scott may on his corporal oath  
full true & perfect answer make to all & singular the alligations  
of this bill, as fully & particularly as if the same were again  
set forth & repeated, but more especially whether the said depen-  
dant never received any money by the hands or means of Thomas  
Stones on account of your debt, whether he does not remember  
to have heard the said Stones say that the debt was discharged,  
or that he the said Stones had passed a receipt to your orator  
for the money. And that your worships will grant unto your  
orator the commonwealth's most gracious writ or writs of sub-  
poena & bill of injunction directed to the said Joseph Scott  
is the prayer of your orator & your orator shall ever pray &c  
forth

August 14<sup>th</sup> 1790

The truth of this bill sworn  
to before me Will. Hines.

J. B. Drew for plaintiff

Copy  
Shelton

The Answer of Joseph Scott to the Bill of Complaint, Exhibited against him  
by William Brown.

This respondent, saving and reserving to himself, all  
manners and benefit of advantage, to the many errors, imperfections, uncertainties, and  
untruths, in the Complainants Bill of Complaint contained, and for answer  
- or therunto, or so much thereof, as this respondent is advised, is material for  
him to answer unto, Answereth and sayeth true it is, that this  
respondent, and the complainant had dealings to a considerable  
amount, that the complainant fell in debt to this respondent, the  
sum of nine pounds. Six shillings <sup>and pence</sup>, this respondent further answereth  
+ and sayeth true it is Thomas Store was a storerooper that he received  
credits and pass'd his receipts for the same, but that he believes that  
Thomas Store kept, just, true, and accurate, accounts, and that, if he  
had received satisfaction, he would have given credit, on the Books,  
for the same, and that the account, upon which this respondent  
instituted his suit at Law, upon, stood open and unsettled upon his  
Books, that before he instituted his suit at Law, he requested  
Jacob Randolph to call on the complainant, in order to adjust  
this account, that the complainant, then inform'd ~~the~~ Randolph  
+ that if he would wait some time, that then he would pay it,  
that this respondent, after waiting, he then instituted his suit,  
and was inform'd that the complainant, the then Deft. at Law,  
directed his counsel, to plead the Act of Limitation, in order  
to defraud this respondent, of his just, and equitable <sup>claim</sup> right, this  
Respondent further Answereth and sayeth, that if Thomas Store  
- or did pass a receipt, great injury, and injustice, would be  
+ done him by allowing of it, which he verily believes never did  
pass, <sup>for</sup> by allowing of it, without the receipt being produced ~~whatsoever~~.



put it out of the respondents power of ever recovering the money of  
the said Thomas Stores or his representatives, and that if Thomas  
Stores did receive it, that the respondents has more, as appears by the  
Books, received the same, therefore humbly prays, to be dismissed  
with reasonable costs &c

Robert Goswin J. Dft

This Answer was legally affirmed before me }  
the 26<sup>th</sup> day of April 1791 by Mr. Jo<sup>h</sup>n Scott

John Diver

Brown }  
vs } Answer  
Scott }

9. 16. 10 1/2

Know all men by these Presents that we  
William Browne & Benjamin Blunt  
are held and firmly bound unto the ~~Magistrate~~ <sup>Magistrate of the County of</sup>  
in the sum of twenty pounds

current money of Virginia. To which payment well and  
truly to be made to the said ~~Magistrate~~ <sup>Magistrate</sup> and his Heirs and assigns, We bind our selves our Heirs  
Exors. and Assigns jointly and Severally firmly by these  
presents Sealed with our seals & Dated this 14<sup>th</sup>  
Day of Fe<sup>b</sup> 1790.

The Condition of the above obligation  
is such that whereas the said ~~Magistrate~~ <sup>Joseph Scott</sup> ~~Benjamin~~  
hath obtained a judgement at common Law against  
the said W<sup>m</sup> Browne in the County  
Court of South Hampton for nine pounds, six shillings  
& eight pence and Costs, & the said W<sup>m</sup> Browne  
hath obtained an Injunction to  
stay the execution of the said Judgement untill  
the hearing the matter in equity, upon a bill for  
that purpose filed; — If therefore the said  
W<sup>m</sup> Browne shall satisfy the said Judgement  
at Common Law and all costs and Damages that shall  
be awarded to the said Joseph Scott  
In case the s<sup>d</sup> Injunction shall be dissolved  
Then this obligation to be void or else to remain in

Full force

Sealed & Delivered  
In the presence of  
Benjamin Blunt

William Browne Seal

Benjamin Blunt Seal

Seal

Seal