

1797-040

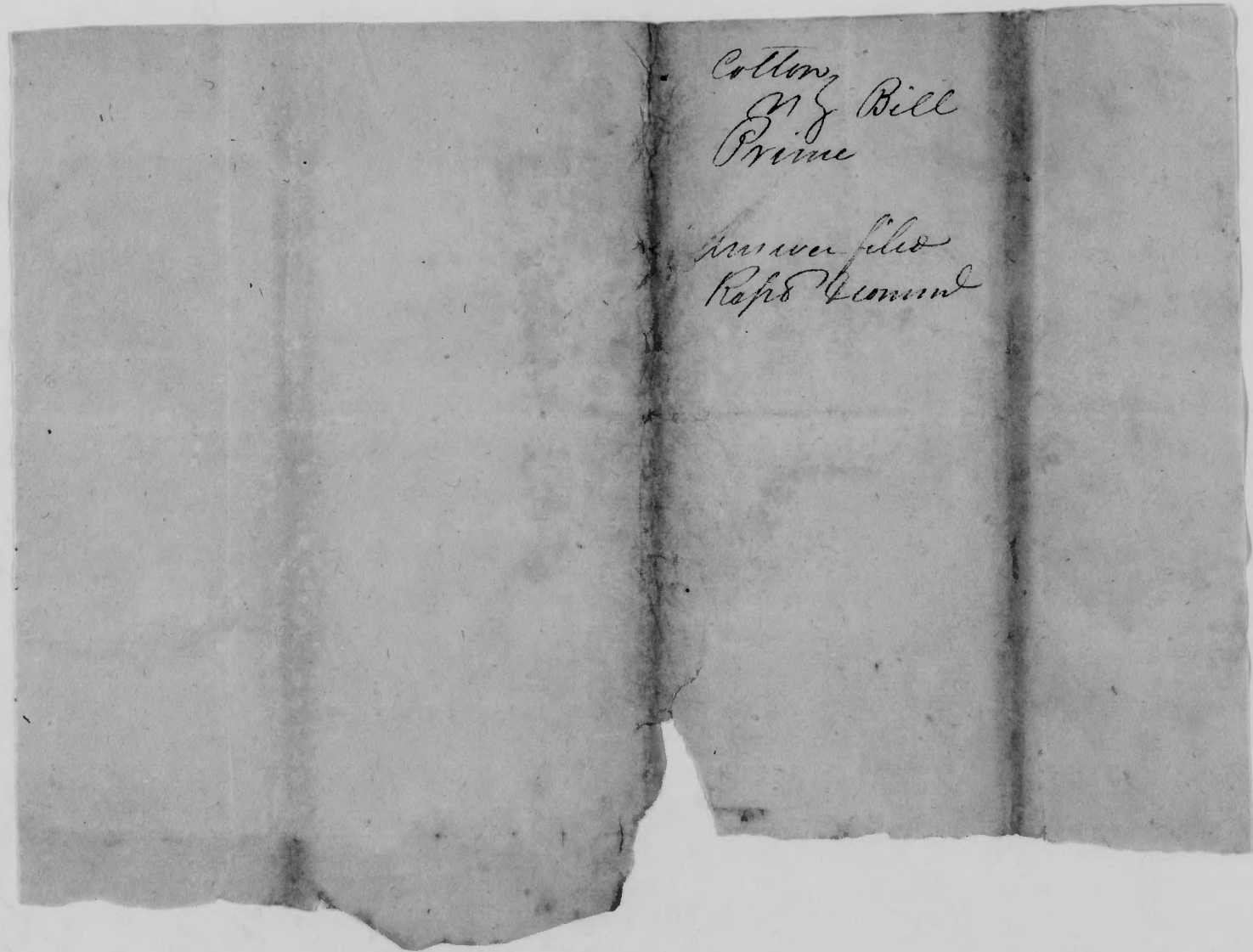
Chancery Papers: Cotton vs Prince

6/1797

Southampton County

other SURNAMES: Drew

Fiduciary Records



Cotton  
Bill  
Prince

Answer filed  
Ralph Linnard

~~Chrysope~~

May term 1792.

~~Chrysope~~

March 1797.

dissol'd.

June 1797 revoc'd.

deceas'd.

Chrysope

To the worshipful the court of Southampton county in  
chancery sitting Humbly complaining sheweth unto y<sup>r</sup> worshipps  
your orator, Herbert Lottow, that sometime on or about the  
day of <sup>your orator gave his writing obligatory</sup>  
to a certain <sup>Nicholas Prince</sup> ~~the Prince~~ for the sum of Twelve pounds,  
& being so indebted your orator afterwards to wit sometime in  
the year of our Lord 17 ~~1765~~ let the s<sup>d</sup>. Nathan Prince  
have a pair of cart wheels for which the s<sup>d</sup>. Nathan was  
to allow y<sup>r</sup> orator the sum of three pounds, that subsequent  
this year or let the s<sup>d</sup>. Prince have two pair of stockings  
one for the price of 5/6 & the other for the price of 7/-  
& some other articles to the amount of fifteen  
shillings, amounting in the whole to four pounds  
ten shillings & six pence. - But so it is may it  
please your worshipps that notwithstanding the payments  
aforesaid, the s<sup>d</sup>. Nathan <sup>retained</sup>  
his suit & commor <sup>in</sup> court

& obtained a judgment <sup>for the</sup>  
full amount of <sup>of</sup> <sup>obligatory</sup>  
& hath issued his execution without giving the  
credits to y<sup>r</sup> orator to which he was justly entitled.

All which actings & things are contrary to equity  
& good conscience. In tender consideration  
whereof, & for as much as y<sup>r</sup> orator is properly relievable  
in this worshipful court, where matters of this  
kind are cognizable. To the end therefore that  
the s<sup>d</sup>. defendant Nathan Prince may on his  
corporal oath full true & perfect answer make  
to all & singular the allegations of this bill,  
& that as fully as if the same were herein  
again repeated. but more particularly that  
he may set forth & discover whether y<sup>r</sup> orator did  
not give his bond to the s<sup>d</sup>. Prince for the sum herein

mentioned; did he not, or has he not paid & delivered  
 in discharge of the s<sup>d</sup> bond the several articles herein  
 mentioned:— & has there been any credit given for the  
 same?— And that y<sup>r</sup> worship may order & decree an  
 injunction directed to the s<sup>d</sup> Prince, for the sum  
 of four pounds ten & six pence, till the matter  
 can be fairly heard in equity, or make such further  
 or any other decree as may be consistent with  
 equity & justice is the prayer of y<sup>r</sup> orator.  
 May it please the court to grant unto y<sup>r</sup> for  
 the commonwealths most gracious writ or  
 writs of subpoena &c

May 11<sup>th</sup> 1792.

The truth of the within  
 contents & allegations  
 shewn to be

B. D. New for J<sup>r</sup>  




May term 1792

March 1797

dissolved

June 1797 recess & ex<sup>te</sup>  
 decem.

Chippes

State of N. Carolina. Cumberland County

This 27th Day of December Anno Dom. 1794

Nathan Prince came before the Justice of  
the Peace for said County and Made Oath  
that he never did receive any Money or any  
Other Articles in discharge of Debt that  
Herbert Cotten gave him for the sum of Twelve  
pounds This Sworn to before ~~me~~ <sup>me</sup> in answer  
to a Bill of Injunction the s<sup>d</sup> Cotten exhibited  
against the s<sup>d</sup> Prince in the County Court of  
Southampton Samuel Northington J.P.

The Answer of Nathen Prince to the Bill  
of Injunctions exhibited against him and  
Nicholas Prince in the County Court of  
Southampton by Herbert Cotton

This Defendant saving, and  
reserving to himself all manner of Exception to  
the many errors and Untruths in the Complain-  
ants Bill contained. For Answer says, that a  
Bond was given him as stated in the Bill, that a  
Suit was instituted and Judgment obtained  
thereon: And this Defendant further Answereth  
that the said Herbert Cotton did not pay him  
any Article of Money in discharge of the said  
Bond, as is stated in the Bill, without this that  
any thing in the Complainants Bill material  
or Effectual for this Defendant to answer unto  
and not truly answered, confessed or denied to be  
True to the knowledge of this defendant, all  
which Things these Defendants are ready  
to prove as the Honorable Court shall award:  
These defendants deny all Combination Fraud  
per and perjury since to be done with his  
reasonable assets &c.

Wm. Wilkin Attorney

for Def<sup>t</sup>

Prin  
& under  
Cotton

Greenville S<sup>t</sup>

Sworn to the above this

1793

20<sup>th</sup> Day of February  
John P. Jones

10/10/12



Y<sup>rs</sup> Affectionate Son  
I have the honor to receive  
with his last &c

Wm. W. W. W.  
Esq. of the City

Since  
I received  
your letter

Gransville St

London to the above the  
1793

At the City of the County  
John Jones

W. W. W.

The Answer of Nicholas Prince to the Bill of  
Exemption exhibited against him by  
Harriet Cotton in Southampton Court.

This I shew & shew to himself  
all manner of benefit of Exception to the  
main or as impugnation & untruth in  
the Compliments Bill contained for  
answer saith that he believes ~~the~~ judgement  
sent was obtained in this case by this Gift  
of a note assigned to him by one Nathan  
Prince for so much the sum of forty pounds  
principle with interest & cost; this I shew further  
against the said cotton; this I shew further  
answer saith that he does not believe that the  
said cotton ever did pay the said Nathan  
Prince any of the articles in discharge of  
the said bond, as the said Nicholas  
has had the said note in possession ever  
since a week ten days after it was given  
to the said Nathan; that the said  
Nathan has resided in the State of  
North Carolina ever since; & this I shew  
further saith that he is not so well inform  
with respect to the said credit as the said  
Nathan who assigned the said bond  
to him; & this I shew further. The said  
may join him in answering these

Mr. Bayley, D. C., having declined his practice at this bar  
& you is now engaged with you the balance, on the your  
petition can be ~~applied~~ <sup>applied</sup> for the facts as here stated,  
for these reasons ~~of~~ <sup>of</sup> ~~the~~ <sup>the</sup> ~~same~~ <sup>same</sup> nature that the said  
objection may be removed. I shall be very glad

To the worshippd Court of Saithernsytire sitting in chancery  
The petition of Robert Cotton sheweth, that your pete-  
-tioner was indebted to Nathaniel Prince in the sum of £12-6-0  
which being his bond, that subsequent thereto he paid the  
said Nathaniel a pair of Calceatals at the price of £3, & good of  
Jerdan Devon of the value of 20p. afterwards the said Nathaniel  
applied upon your petitioners bond, to Nathaniel Prince who shall  
thereupon for the whole debt obtained judgment, upon  
which your petitioners paid W. within £9. 4. 6. & all cost to  
the Sheriff, and obtained an injunction for the residue  
which was disposed, in consequence of your petitioners Alce.