

1792-005

Chancery Cause. Richard Williams vs Thomas Green

Isle of Wight County

other SURnames: Smith,
Stokely

Green }
Bill }
27
22

References

a. }
Green }
Bill }
Inquest

March 1792

Bill filed & leave & subject
Sp. granted on qu. bond
in 30 days.

April 1792

Rule for answer?

May 1792

Rule for answer?

June 1792

Answer filed & notice
to order by inquest &c.

August 1792

parlia heard & the Bill
Resolved & sent to parliament.

Depts

149 & 3 of f. f. f. p.

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126
23
149

and the said Thomas proceeded to & took the possession
in the absence of your creditor, & without giving him any
notice of the time & place where the same the said
settlement was made which actings & doings as
your creditor conceives are highly inequitable —

But now so it is made it please your worship. That
notwithstanding the premises, the said Thomas Green
upon the return of the report aforesaid made by the said
Deputies, obtained a Judgment for the full amount of
the bond aforesaid, and hath since executed against
your creditor, without giving him any credit for the
value of the said Lumber, which your creditor for-
mally agreed to Contract —

In under consideration whereof & for as much as your
creditor is remedied in the premises, save in this
— shipped Court of equity. In the said Thomas
Green (as the said Thomas Green (as the said your creditor may,
may be made dependant to this bill) may upon
his Corporal oath just true & perfect answer make
to all and singular the allegations in this bill con-
— tained, and that as fully and sufficiently as if
the same were again herein repeated & interrogated
but more especially, that he set forth & discover
whether Arthur Smith did not assign him the bond
as is here set forth, did he not agree with your
creditor for the Lumber herein mentioned, and not
your creditor deliver the same, hath he ever paid
him for the same, or any part thereof, & how much,
hath he not received Judgment on the said bond

and issued execution, and that your worship will
rejoice the said Judgment until this matter is
heard in equity, & then perpetuate the same, and
make any other or further order or decree for your
creditor relief as may be agreeable to equity.
May it please —

Yours for Compt.

Sworn to the Court March 7th 1792
T. Young Clerk

To the worshippful Court of Justices of the County
in chancery shewing humbly complaining sheweth unto
your worshipps your orator Richard Widdowes, that some
time or on about the day of 1783, your orator
was indebted to a Certain Arthur Smith late of this County
in the sum of £100 for which he gave the said
Arthur his bond or note obligatory, that some time after,
that is to say, on or about the day of the said
Arthur Smith assigned over the said bond to a Certain Thomas
Green, your orator further sheweth to the Court, that
after the assignment aforesaid, the said Thomas Green ap-
plied to your orator, to furnish certain plank & scantling
for the purpose of building houses on a tract of land sold
by the said Arthur Smith to a William Stebbins, which
your orator furnished by agreement to the value of
Ten pounds 6s, and which said agreement was also
confirmed by a Certain Peter Green, brother of the said
Thomas, & by your orator, the said Thomas & Peter Green
were both considered as answerable for the payment
of the said debt, and further sheweth that he
frequently applied to the said Thomas Green to have
his debt abridged of £10. 6s. 6d. discounted out of your
orator's bond, which the said Thomas, held as assignee
of the said Arthur Smith, when he utterly refused,
your orator further sheweth to your worshipps, that
the said Thomas, brought his suit upon the bond aforesaid
against your orator, and by consent an order of Re-
feree was made by his worshippful Court as will
appear upon Reference to the Records, and the Petition

Faint, mostly illegible handwriting at the top of the page, possibly a list or notes.

Green }
v. ... } Aus.^m
Williams }

Faint handwritten text, possibly a name or title.

Faint handwritten text on the right side of the page.

~~Libellula~~
~~distans~~
~~caudata~~
etc.

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To the bill of Complaint of Rich^d. Williams, Thomas Green
answers - That he made no contract with the Compt^{rs} as
respecting plank and scantling as is set forth in his said
bill - And that, altho' the referees mentioned in the said
bill did meet and determine the matter in difference be-
tween the Compt^{rs} and Deft respecting the s^d plank and
scantling in the absence of the Compt^{rs}, - it was the
neglect of the Compt^{rs}, having had notice thereof by
Peter Green - And this Deft prays hence to be dis-
charged with his costs &c.

Thomas Green

Sworn to - ^{June} ~~Sept~~ 5th 1792 -
before Geo Purdie

Meint M. Robinson

for the pl^t

Williams }
v. } Injunct.
Green } Bond.

March 31st 1792

Appl. Rule for Answr.

May 1792

Rule for Answr.

June 1792

Answer filed & notice to Duke

Injunct.
—

Know all Men by these presents that we Richard
Williams (Francis Young) — of the County of Isle
of Wight are hold and lawfully bound unto Thomas
Green in the just and full sum of fully two pounds
Current Money of Virginia to
to which payment well and truly to be made unto the
said Thomas Green — his heirs Executors &
we bind our selves our and each of our heirs Executors &
Jointly and severally lawfully by these presents sealed
with our seals and dated this 31st Day of March 1792

The Condition of this obligation is such that whereas
the said Thomas Green — hath obtained Judgment
at Common Law against the said Rich^d Williams
in the County Court of Isle of Wight for twenty pounds
Nineteen shillings — and Costs and the
said Richard Williams — hath obtained an Injunction
to stay Execution ^{of ten pounds six shillings six pence} of the said Judgment until the
hearing of the matter in Equity upon a Bill for that
purpose filed, if therefore the said Richard Williams —
shall satisfy and pay the said Judgment at Common
Law and all Costs and Damages that shall be
awarded to the said Thomas Green — in Case the
said Injunction shall be dissolved then the above
obligation to be void of no effect or else to

Remain in full force —
Sealed and Delivered

In presence of

Ed: Mason

R. Williams Seal

Francis Young Seal