

1794-004

Chancery Cause: William Bridger's estate vs Francis Young

Isle of Wight County

other surnames: Baykin

Bridges v. Young
1794

Bridges v. Young } Bill
of } Injunction
Feb'y 1794.
Bill filed
May 1794
Dum? at P.H. Ch.

ally - Did not the said Wm. Bridger depart this life
having first made his last will & testament, which has
been duly proved & recorded in this Court, & therein appoint-
ed your Orator & Arthur Boykin his executors? Did not Francis
Young obtain ^{a judgement} against Wm. Bridger as above mentioned
for the sum of £ ? Has he not renewed the said
judgement against your Orator by several times? Had
not your Orator, at the time of the renovation of the said
judgement, care & diligence against it? Has he not
since paid a number of debts drawn by the said Young;
& has he not other legal credits amounting in all to the
balance said to be due upon the said judgement?
Does not the said Francis Young refuse to allow the
said debts; & has he not taken out execution for a
balance said to be due upon the said judgement?

May it please the Court to enjoin the said Francis
Young from further proceeding at law, touching the pre-
mises, untill the matter can be heard in equity &c.

C. Taylor

To the worshipful Court of H^{is} Majesty, in chancery sitting
humbly complaining shews to your Honors, your Orator
Simon Boykin, executor of William Bridger decd. - That
some time in the year of our Lord the said W^m
Bridger departed his life, having made his last will &
testament, which has been duly proved & recorded in His
court, & therein appointed the complainant & Arthur Boykin
his execs. - The said Arthur Boykin refused to be concerned
with the estate funds as requested by the said will, & the com-
plainant took upon himself the sole execution of the same
Francis Young obtained a judgement against the said
William Bridger in his life time, for the sum of £
& he has renewed the said judgement against the complain-
ant by scire facias issued on
Altho at the time of the said renewal of the said judgement,
the complainant had a right to large discounts against
the demand of the said Young, yet as he was at that time
unprepared with witnesses to substantiate the justice thereof,
they were not allowed as a w^{ill}-off. He further shews that,
since the renovation of the said judgement he has paid
large sums to the orders of the said Young, in discharge
of the said judgement, & has other additional credits, amount-
ing in all, as he conceives, to the whole balance of the sd.
judgement, uncredited by the said Young. Yet, notwith-
standing the premises, the said Young refuses to allow the
said credits, & has taken out execution against your
Orator for a large balance said to be due upon the
said judgement, to the amount of £
; which pro-
ceeding your Orator conceives to be contrary to equity &
good conscience. In consideration whereof, & forasmuch
as your Orator is only & properly receivable in a Court of
Chancery. and to the end that the said Francis Young
may upon his corporal oath, full & true answer make,
to all the allegations in this bill contained. & especi-