

1806-015

Chancery Causes: John Woodley vs Peter Faggan + Joseph Hill

Sale of Wight County

other surnames: Blunt,
Harrison, Wilson, Fagan,
Robinson, Moody

Phil 1805

Miss Anne.

May 1805

Int. filia

July 1806

Intim. deserv. with etc.

& left appeal to the high
let. of Chancery

Intim. deserv.

Intim. deserv.

Woodley & Papers

May 1809

Int. filia & write for Int.

May 1809

Int. deserv. conf.

June 1814

Intim. deserv.

To The worshipping Counts of Jfe of Wight in Chancery Sitting
Humbly Complainin sheweth unto the Count, your Orator
John Woodley, That a certain Joseph Hill, late of this county
was the Executor of Willis Wilson dec^d and the guardian
of John Wilson (since dec^d); that the said John was
an idiot, that your Orator ~~was~~ was appointed by
this Court to supersede the said Hill, in the Guardian
-ship of said John Wilson. Notwithstanding said
appointment, the said Hill refused to deliver to
your Orator the estate of said John Wilson and to
account for the profits of the estate while in
his possession; altho: your orator frequently demanded
the same. At length a compromise was entered
into, between the said Hill, and your Orator,
which compromise was committed to Writing Hodge
Witham Blunt of said County, by Consent of
the parties, for safe keeping. By the said writing
it was stipulated by said Hill, that he w^d deliver up
to your Orator the plantation and negroes belonging to said
John Wilson, and also the use of the negroes belonging to
~~John~~ ^{Wyllis} Wilsons Estate, which were, by said Willies will, given
to said John Wilson during his life, to exonerate ~~the~~
your Orator from any Claim or Claims of him the said
Hill and his heirs, ~~from any future claim~~ against
your Orator for any part of the said Wilsons estate
either real or personal; and after several other
articles, on the part of said Hill, which are quite irrelevant

to the equity, prayer of this bill, the said Hill agrees to pay to your Orator Eleven pounds and three years interest thereon, which appears due the said John Wilson, by a gift, on record. — On the part of said Woodley, it was stipulated, that he would pay unto the said Hill the valuation of building on the said plantation, which was done by said Hill, and also a number of other articles, which are also quite irrelevant to the equity and prayer of this bill, and are therefore omitted here. But for the better information of the Court, a copy of the whole writing is herewith annexed, and is prayed to be taken and considered as part of this bill. The said writing is dated the 7th day of November 1787 — and therefore the interest promised on the said eleven pounds, commences the 7th of Nov^r 1784. In conformity with your Orator's said undertaking to pay the said Hill for the building &c as above stated, he on the day of 1788 at the special instance and request of John Harrison, as agent of said Hill, executed his bond for the sum of £15 — the amount of the valuation of said building, not doubting but that Hill (who was then absent), would on his return, either pay to your Orator the said Eleven pounds with interest from Nov^r 7th 1784, or admit it as an offset against the said bond. But your Orator sometime afterwards was surprised to find that Hill had assigned away the bond, without credit thereon, to one Peter Faggan; who brought Suit thereon, and because your Orator was deprived, during the pendency

of the suit of his proper defence (the said Hill having so mislaid the said writing that it could not be found), A Judgment was accordingly entered up against your Orator, in the Common law side of this Court, for the whole amount of said bond, interest & Costs. —

Under those hard and oppressive circumstances your Orator applied to this worshipful Court, upon the ground herein stated for an injunction, which was granted, & as usual one month allowed him to file his bill &c. On account of the distance between your Orator's place of residence ^{and his counsel,} and the intervention of ^{some} ~~other~~ imperious circumstances, your Orator did not ~~comply with the~~ file his bill and bond within the given period; in consequence whereof the said ^{Faggan} ~~Hill~~, by his attorney, has taken again the advantage, and has ordered out execution against your Orator's property, and threatens to sell the same; contrary to Equity and Justice.

Your Orator is advised that the said Hill ought in Justice, besides the said Eleven pounds but from Nov^r 1784 (which is the period at which Hill got possession of said John Wilson's estate), to account with & pay your Orator for the interest on the said Eleven pounds, which accrued during the life of his testator, who was for many years, the Guardian of John Wilson; during which period the said sum was on interest, as appears of record. —

Wherefore and because your Orator is without relief only in a Court of Chancery

having jurisdiction. He prays your worships, that the
said Peter Faggan and all others be enjoined from
further proceedings at law, ~~as he~~ on said judgment
against your Orator, untill the parties are heard
before this worshipfull court in equity, that said
Faggan & Hills be made defendants, and may upon
their oaths, full, true and perfect answer to make
to all and singular the allegations herein contained,
as fully as tho they were now again repeated
and interrogated, and that your worships will
enter up such order or decree as is just and
equitable, and make any other or further
order or decree, as for your Orator relief as they
may consider just. May it please you

Barber for Compt

Isle of Wight county, march 26th 1802. This day I
Woodley made oath before me, that the foregoing bill
contains the truth, to the best of his knowledge and belief
Given under my hand.

July 1800. L. 297

John Goodrich

The answer of Peter Fagan to the bill of complaint exhibited against Joseph Hill and himself in the Worshipful court of Isle of Wight by John Woodley.

This Respondent saving to himself all right of excepting to the various errors contained in the said bill, for answer thereto or to so much thereof as he is advised is material for him to answer, says that he did get such a judgment against the Compt. as is stated in the bill. That the said judgment was founded upon a note assigned to him by Joseph Hill for a valuable consideration. That some ^{time} after receiving the said note from Hill, he lodged it in the hands of Merit M. Robinson Esq. a practising attorney to collect. That the Compt. after discovering that the note was in the hands of Mr. Robinson. expressed some surprise at ~~that~~ it, upon which your respondent told him that if he would pay the amount that he himself would pay all the fees or costs. Your Respondent expressly charges that the said Woodley agreed to pay the said ^{debt} in some short time, as he was to be exempt from the costs. That the said Woodley did not comply with this promise, which induced your respondent to prosecute the note to judgment. He prays therefore that the injunction of the said John Woodley may be dissolved and that he may be hence dismissed with his costs in this behalf expended.

Shewn to before me a justice of the peace for the county of Southampton by Peter Fagan.

Sam. Galvert

[Faint, mostly illegible handwritten text at the top of the page, possibly bleed-through from the reverse side.]

Woodley {
 ²⁵ }
Fagan & } Answer.

[Faint, mostly illegible handwritten text in the lower half of the page, continuing from the top or as bleed-through.]

The separate answer of Joseph Hill to a bill of injunction exhibited against Peter Fagan and himself in the worshipful court of Isle of Wight by Jno. Woodley -

This Respondent saving to himself all right of excepting to the various errors contained in the Compt's said bill, for answer thereto or to so much thereof as he is advised is material for him to answer, he answering says. It is true that ^{Peter Fagan} ~~he~~ brought a writ against John Woodley on a bond assigned to him by your respondent, and recovered a judgment thereupon. He admits that he did enter into an agreement with the said John Woodley, but he states that the said Woodley told him that there was a gift on record to John Wilson of £11. That he never saw the gift, but he agreed and is still willing to credit the said Woodley with the said Eleven pounds and the interest, provided the said Woodley can shew by the record that there was such a gift. This Respondent relied entirely upon the word of the said Woodley as to the gift, but he thinks that he was deceived by him, for he has since searched the records for the pretended gift, but without success. He hopes that the said Woodley may be compelled to produce the record if there be one. At the time of the agreement they were at some distance from the clerk's office, and therefore he ~~agreed thereto~~ relied upon his (Woodley's) word respecting the said gift. This Respondent also says, that the said Woodley had a negro man named Peter for two years while your Respondent was the guardian for the said John Wilson, to the use of which negro the said John Wilson was then intitled. The said negro ran away from yr. Respondent and went to the said Woodley, and without any bargain. The said Woodley kept and worked him for the abovesaid two years - Your Respondent

has charged the said Woodley for the said
two years time, at the rate of £8 pr annum.
and if the said Woodley can produce such
a record as he told yr Respondent of, about
the gift of £11. to Geo Wilson, he is willing to
deduct the amount from his charge for
the two years work and labor of the said
negro Peter. This Respondent prays to be hence
dismissed with his costs in this behalf expended.

Joseph Will

Joseph Will this day made oath before me a justice
of the peace for the County of Wigtown, that the
allegations contained in the foregoing answer
are true.

Thos King

Woodley {
" { answer.
Willk }

Isle of Wight County Court,

The Commonwealth of Virginia, to the
Sheriff of Sussex County, greeting. We command you to summon Joseph
Hill to appear before our Justices of our County Court of Isle of Wight at
their Courthouse on the first Monday in September next, to answer
a bill of Injunction, exhibited against you, and one Peter Fagan, by
John Woodley - and of this he shall in no wise omit under the Penalty
of \$100. And have then there this writ. Witness Nathaniel Young Clerk
of our said Court at the Court House the 2^d day of July 1864 and in
the 28th Year of the Commonwealth

Nath^l Young

Executed this 3rd August 1864

William & John, deputies
for Thomas & Rivers Trust

W. & J.
deputies
for
Thomas & Rivers Trust

Isle of Wight County, to wit,

April Court 1805

John Woodley

Compt.

against

On Injunction

Peter Fagan

Deft.

The Defendant having failed to file his answer to the bill of Complaint exhibited against him, by the Complainant in this Cause, It is ordered that unless the Defendant appear here at June Court next and file his answer, that Judgment will be entered for the Complainant against him, agreeable to the prayer of the said Bill —

Teste Math^o. Young Clk

To be retained or Dr. M. M. Byrd Attorney for Self.

Woodward
Mull
Stapman

Copy Left

W. W. Affonsohate Liff
Lor
W. Wills Shiff

The Deposition of Ishmael Moody taken at the house of Andrew
Woodley in the county of Suffolk the 30th Day of March 1805
in an injunction depending & undetermined between John Woodley
administrator of John Wilson D^r, complainant & Joseph Hile and
Mecajah Bidgood executors of Willis Wilson D^r Defendants in the
said in the said County Court between the hour of Ten in the morning
& Six in the evening This Depoⁿant being of Lawfull age and having
been duly sworn on the holy Evangelist of Almighty God Depoⁿeth
& says That he was called on to witness an Instrument of Writing
between Joseph Hile & Andrew Woodley Some time in the year 1787. & that
he understood from their conversation that the said Joseph Hile
had Relinquished all his right Whatsoever to the property that
the said Hile had in his possession at this time, & the said
Woodley & Hile was to pay their own cost of all suits that was
then depending between them, This Depoⁿant states that the
property alluded to was the property that the said Hile
held by the will of Willis Wilson D^r, and further this
Depoⁿant saith that on the next night or the next after
the aforesaid, the said agreement he as^t William Blunt
what the contents of the said agreement was to which the
~~Depoⁿant~~ said William Blunt replied, it was an agreement
that had taken place between And^r Woodley D^r & Joseph
Hile and that the said Hile ^{had} agreed to Relinquish all future
claiming to the Estate of Willis Wilson Which at that
time was in the possession of said Hile and that Each
Party was to pay their own cost of all suits that had
been & then was and the Business was to be taken out
of Court as is stated in the agreement and here^{by} the
Depoⁿant saith not, ^{Ishmael Moody}
we do Certify that the above was
Sworn to before us March 30th 1805
Andrew Woodley.
Jos^{ph} Moody

In the name of amen I Willis Willson of Isle of Wight County
and parish of newport being very sick and weak of body but of
perfect sound sense and memory thanks be to Almighty God
do make and ordain this to be my last will & testament in form
and manner following Item I give & bequeath to Micajah
Bidgood two cows & calves two Ewes and Lambs one sow and pigs
one currying knife fifteen calf Skins of the first choice Item
I give and bequeath to Sarah Davis Twelve pounds current money
Item I give and bequeath to Martha Bidgood six pounds current
money Item I give & bequeath to Benjamin Bidgood six pounds
current money Item I give & bequeath all the rest and remainder
part of the calf Skins now in the House to Lewis Chapman
Item I give and bequeath to Andrew Woodley three pounds
current money Item I give and bequeath to Mildred Loops ~~two~~
two pounds current money Item I give & bequeath to Margaret
Roberts five pounds current money Item my will & desire is
that all the rest and residue of my Estate of what sort
soever except my negroes, be sold for ready cash or six
Months credit as my executors thinks most convenient and
the money arising therefrom together with the use of my
Negroes be appropriated & applyed to the maintainance of my
brother John Willson Item my will & desire is that the princi-
pal cash of my moveable estate (my negroes excepted) at my
brothers death be equally divided between Joseph Hill and
Micajah Bidgood provide they see that good and due care be
taken of my Brother John Willson during of his natural
life, Item I also desire my Negroes at my Brothers death to
be equally divided between Joseph Hill and Micajah Bidgood
Item I also appoint Joseph Hill and Micajah Bidgood Executors
of this my Last will and testament and Lawrence Baker Trustee
over the whole estate as witness my hand this 3^d day of Dec: one thousand
and seven hundred & eighty four —

Signed Sealed and in presence of
Shadrack Aimes,
Wm Canoll...

Willis Willson

At a Court held for Isle of Wight County the 6th day of January 1785
This Will was presented in Court by Joseph Hill one of the executors
therein named who made oath thereto according to Law and the
same being proved by the oaths of Shadrack Ames and Wm Canoll
the witnesses thereto and ordered to be Recorded. —

Attest
Copy Tiste

Wm. Young Clk.

Willis Willsons

(Will Attest)

Dec 2. per Express of
Goods & Passengers

Goodly

17:

Hi eres nisi

Kigari

To Southampton

number of Lincoln Drive.

Henry Augustus (last of August)
(bond dated in 88 11 due in 84)

no acct. of Hill rot. else the £11. has existed
(the former guardian made away with it)

The writing speaks of the gift as received.
Hill doubts about Mr. deceptions)

distance from the office.

Let us see till -

(Fagan's answer (gaming assignment).)

Isle of Wight County Court,
John Woodley
against
Peter Fagan

June Court 1804

Comptt:

} Injunction

Defl: }

On the motion of the Complainant by his Attorney; It ap-
pearing to the Court that the Defendant in this cause has failed to file his
answer to the Complainant's bill; and the said bill having been taken as con-
fessed. Therefore it is ordered that unless the said Defendant appears at the next
Court, and answer the said bill of Complaint, that the Injunction granted
in this cause will be made perpetual — and that the Sheriff of Southampton
County, serve the Defendant with a copy of this order —

Teste

Wm. Young Cl. Court.

Know all men by these presents that we John Woodley & William
Jordan _____
are held and firmly bound unto Peter Fagan of _____
in the sum of _____
of current money to which payment well and truly to be made, We bind ourselves
our Heirs Executors and Administrators Jointly & Severally firmly by these
presents Sealed with our Seals & dated this 16th day of July 1801 ~~1801~~

The Condition of this obligation is such that whereas the said
Peter Fagan _____ hath obtained Judg-
ment at common Law, against the said Woodley _____
in the County Court of Isle of Wight for

and Costs and the said Woodley _____ hath obtained an
Appuntion to stay the execution of the said Judgment untill the hearing
the matter in equity upon a bill for that purpose filed: If therefore the said
John Woodley _____ shall satisfy & pay the
said Judgment at common Law and all costs and damages that shall be
awarded to the said _____ in case the said
Judgment shall be reversed then the above Obligation to be void or else
to remain intire force and Virtue _____

Signed & Sealed
in presence of
Barth^{le} Lightfoot

John Woodley (Seal)
Peter Fagan (Seal)

Fagan after:

as *Angus: Boul*
Woodley

Know all men by these presents that we John Woodley
and Andrew Woodley
are hitherto and firmly bound unto Peter Fagan of Isle of Wight
in the sum of
of current money to which payment well and truly to be made, we
bind ourselves our heirs executors and Administrators jointly and
severally firmly by these presents sealed with ~~our~~ seals and dated
this 30th day of April, ~~1799~~ 1802.

The condition of this obligation is such that where as the said
Fagan hath obtained
Judgment at common law against the said John Woodley
in County Court of Isle of Wight for
and costs and the said John Woodley
hath obtained an injunction to stay the execution of the said judg-
ment untill the hearing of the matter in equity upon a bill for
that purpose filed. If therefore the said Woodley
shall satisfy and pay the said judgment
at common law and all costs and damages that shall be awarded
to the said Fagan in case
the said judgment shall be dissolved that then the above obliga-
tion to be void or else to remain in full force and virtue.

Signed & Sealed
in presence of

Bath^{ly} Lightfoot Sec^y

John Woodley Seal^d

Andrew Woodley Seal^d