

1820-015 Chancery Causes, Nathaniel Young vs Arthur Smith, admr of James Johnson & d
Isle of Wight County

other SURNAMES: Tynes
Fullghum, Goodrich, Wilson,
Byrd, Randolph, Patrick,
Godwin, Henley, Fulgham

End of Bill is in "fragile Documents, Do Not Leave Box"

Arthur Smith (adm^r of James Johnson decd.)
the obligations were originally made payable for the
benefit of the said Andrew Woodley, and judgments rendered
thereon by default at the March term last past of this
county, office copies of which are hereto annexed, and
prayed to be taken as a part of this bill. That execu-
tions on the judgments aforesaid, have been issued, and
are now in the hands of the sheriff, who threatens to
levy the same. Your orator is advised that under the
agreement aforesaid with the said Byrd in his life-
time, to allow as a discount all clerk's tickets which
could be produced against him either in a represen-
tative capacity or individually, that he is entitled
to relief against the said judgments in equity, as he was
unable to make the defence at law.

In tender consideration whereof, and for as much
as your orator is remediless without the aid and assistance
of a Court of equity, where matters of this sort are
properly cognizable, and relievable.

To the end therefore he prays that
the said Arthur Smith adm^r of ^{de bonis non} James Johnson decd. and
Woodley adm^r ^{de bonis non} of Timothy Lynes decd. and ~~the~~
George Wilson and James R. Wilson adm^r of Richard W.
Byrd decd. who was adm^r of the said James Johnson
may be made defendants thereto. that they be compelled
to make full and perfect answers to all and singular
the premises herein contained as unequivocally, as if the
same ~~as mentioned~~ ^{as if the same} were here again
repeated, and they thereto interrogated. More especially
that the said George Wilson and James R. Wilson (admi-
nistrators as aforesaid, may set forth and discover
whether the said Byrd their intestate did not make
the agreement relative to clerk's tickets as herein before
set forth? Have they not found the tickets themselves
among the papers in the possession of their intestate
do they not know that the facts herein before stated
are just and true? Has not their intestate charged
the amount of tickets delivered him by your orator
to the estate of Lynes under Johnson's administration,
as well as to the estate of Johnson under the said

administration: and ~~that~~ in order that justice may be done
to all parties that the said George Wilson, and James
H. Wilson adjors as aforesaid may be compelled to
settle the said ~~Johnson~~ Timothy Lyne's estate, so far as
the same was administered by Johnson by Decr. before
the Commissioner of this Court, or in any other way, which
this Worshipfull Court may think proper to direct.

You Orator lastly prays that your Worships
will injoin all further proceedings on the judgments
at law, 'till the matter in equity can be heard, and
decided - May it please your Worships to grant
the Amoveth's writ of Habeas Corpus directed to the Commanding
And as in duty bound he will ever pray &c.

See Dwight County to wit:

On this day Nathaniel Young clerk of the
county aforesaid appeared before me a justice
of the peace for the county ^{and made oath} ~~before said~~ that the allega-
tions contained in the foregoing Bill so far as
they depend upon his own knowledge are true and
correct, and so far as they depend upon the knowledge
or information of others, he believes them to be
correct. Given under my hand this 4th day
of May — A.D. 1878. Saml. Woodley J.P.

Nathaniel Young
vs } Bill
feehibls.
Arthur Smith admr.

May 1810 Bill filed there
for inj. -

August 1818 ansr of Johnston ad
fils -

August 1818 Ansr of Tynes ansr
fils -

July 5th 1819 Nelson's Ansr. filed

August 1819 B. for M. Court to make
up an act.

Feb 5 1820 rept. ut^o

May 1820 Injunctio perpetuata
with costs; rept. correctio & conf.
Jud. for complt. for \$103-552
with int. from 31st Dec: 1812 -

Proctor's atto
Costs \$10. 68 per fol. ip.^o

Sole of Wright

him for the amount of the tickets which had been given up.
 At this time, the said Byrd again deferred going into a
 settlement, but said that if your orator would call in an hour
 he would give him up the obligations, that ^{he} only wanted then-
 that time, for the purpose of making a statement which
 would enable him as the representative of Shuron who
 was Ex^r of Lynes, to come to a settlement with Andrew
 Woodley, the adm^r. de bonis Non of Lynes. Your orator instantly
 remarked, that if he would permit him, he could make
 out the statement in a few minutes, and at any rate, he
 thought that he ought to give him the discharge he asked
 for, if a final settlement could not at that moment
 be produced - whereupon the said Byrd became a little
 excited, and asked your orator if he doubted his word, or if
 he thought he would by any sort of management take
 advantage of the possession of the tickets, and so compel your
 orator to pay a debt twice - upon this your orator left
 the office with an intention to return at the end of an
 hour which he did, but found Byrd had shut up the
 office and retired to his lodgings, whether your orator
 also went, and was informed upon inquiry ~~was informed~~
 that Byrd had just taken medicine and could not
 be seen - Your orator then concluded that he would
 come to Smithfield in the morning early, and accomplish
 his business, he accordingly came to town for that pur-
 pose, and was very much surprised to find that Byrd
 had gone to Norfolk, from whence it is believed, he
 went to Westover where he died suddenly - true it is, that
 your orator never saw him after the time when the
 conversation took place in his office.

Your orator has been three minutes
 in his statement in order that your Worship might be
 in full possession of all the facts connected
 with his case - He further represents that
 the death of the said Byrd, the two first named
 obligations, being found among his papers, without
 credits aforesaid, have been paid over by George
 and James R. Wilson, admors of Richard W. Byrd
 (without assignment) unto Andrew Woodley adm^r.
 de bonis Non of Timothy Lynes dec^d. that suits
 have been constituted thereon, in the name of

the clerk's tickets of your orator to go as discount, and payment
towards the said obligations, then in ~~his~~ hands, and under his con-
trol, and management. That he received in reply, the most
positive assurances from him that he would cheerfully allow
and receive in payment of the said obligations, all the
clerk's tickets which your orator had or might have against
him, as the representative of Johnson who was the actor
in the matter, ~~Lyndes~~ and all other tickets which he had against
him as the representative of any other estate, or as an
individual. Your orator relying upon these assurances
placed his tickets against the said Byrd in the
hands of the sheriff for collection, which were then due, but he
gave up the discount agreed to by Byrd and continued to per-
form other services, being governed as to their disposition in
the same manner. That while things remained in this
situation, he in the month of March 1808, received a note
from the said Byrd, ~~requesting~~ by his servant Harry, request-
ing your orator to send the tickets he might have against
him as the adv. of John K. Randolph, and if they were not
made out to send a receipt for the amount, and that he
would settle for them on their first meeting - which said
note, altho it is not dated, your orator avers was in the month
of March 1808 and is hereto annexed marked (C) and
expressed to be taken and considered as a part of this his Rec-
ord upon the receipt of Byrd's note, (in which he also ad-
vices your orator of his intention to get Randolph's estate
settled on the following Monday) your orator felt no sort
of hesitation or difficulty in sending the tickets themselves
by the return of the servant and not merely those against the
estate of Randolph but as far as your orator believes
he inclosed all the tickets which he had against Byrd,
and the estates under his management, to the amount of
\$231. 63 - part of which amounting to the sum of \$231. 63
from Timothy Lynes and Robert Lynes's estates - and the
balance being \$107. 63. was for tickets against John K. Ran-
dolph's estate, Jacob Godwin's, and some of Byrd's own tickets.
Your orator has thus shown how the tickets themselves
came into the hands of Byrd and for which he never received
any compensation. Believing that the tickets sent, would be in-
stantly applied to his credit by Byrd, and as he did not
know how the ~~balance~~ would turn out, after getting these tickets,
but rather imagined that Byrd would be in his debt, your
orator did not urge an immediate settlement, after the

friendly and accommodating disposition, manifested towards
by the said Byrd. That not very long thereafter, he went
to Byrd for a settlement, but which was declined by Byrd, on
alleging as reasons that his professional engagements would
not then allow him time and opposing your orator, that it
was ^{his} firm belief, that the obligations had been absorbed or
nearly so by the clerk's tickets which had already been given
up to him; that at some more convenient time, they could
investigate the matter together, and come to a final settle-
ment.

Your orator further represents, that feeling some uneasiness
at the situation in which he had placed himself, by send-
ing the tickets without having any thing to show for them,
and the convenient time not having arrived, as spoken
of by Byrd, and having other claims upon him, your orator
in the years 1813. and 1814, renewed his application for a
settlement and adjustment not only of the tickets which had
already been given up, but for the payment of tickets which had
been ~~rendered~~ ^{accrued} in the years 1808. 1809. 1810. & 1811 - amounting
to \$49. 69: together ^{with} an account for writ taxes, for the
years 1810. & 1812 due from the said Byrd as attorney, for fees,
on process ordered by him, and which taxes your orator has
been compelled to advance and pay into the Treasury of
this Commonwealth - but also for the payment of a judgment,
which your orator as atty of Joseph Fullingham had recovered
in the district court of Suffolk, against Robert S. Fullingham
& which judgment had been enforced by execution, and the
amount thereof paid to the said Byrd as atty. at Law for
the plff. by one H. W. Mills who was either sheriff, a deputy
sheriff of Isle of Wight County, which last named tickets,
account for writ taxes, and a copy of the said judgment
marked B. C. & D. are hereto annexed, and prayed to be
considered and taken as a part of this his Rec. -

Your orator further represents, that upon
application the settlement was delayed, because of the
absence of the obligations, which were among Byrd's papers,
which had been removed from Smithfield upon the
threatened invasion by the British in the late war.
That upon the last application, which your orator
thinks was in 1814, he went to the office of the
Byrd in the town of Smithfield, with the friends of the
mination to remain there, until he effected a final
settlement, or procured a discharge from

To the Worshipful the Justices of the
Court of Wight County. In Chancery sitting.

Humbly complaining sheweth unto your Worships
your orator Nathaniel Young, - (That some time
about the year 1802, as well as he recollects, he executed
three writings ^{obligations} - One for purchases made by him at
the sale of the estate of Timothy Tynes, for the sum
£23:2:9 - which was made payable to James
Johnson executor of Timothy Tynes decd. an other payable to
the same person was executed by him as security for one Joseph
Fullgham who was also a purchaser at the same sale
for the amount of £34:7:6² - and one other obligation
was given by the said Fullgham for purchases at the sale
of Solomon Wilson decd. and which was made payable to
John Goodrich decd. for the sum of \$100 - as the heirs - of Solo Wilson
obligation your orator was also security.. and to which last

That not very long after, the foregoing obli-
gations were executed, James Johnson and
the heirs in the said writings obligatory departed this life, and a
certain Richard W. Byrd in due form of law, became the
personal representative of each. That the said obligations
came to the hands and possession of the said Richard
W. Byrd, and while he was thus possessed, your orator
made him considerable payments, in the following
manner, that is to say, in services rendered as clerk of the
county Court of Isle of Wight, to the said Byrd in the capacity
of executor or admor. to the following estates, to wit, James
Johnson's who was exor. of Timo. Tynes - Wilson's - John
K. Randolph's, William Patrick's, Margaret Patrick's, John
Talbot Godwin decd. - and as the guardian of Miss
Patrick, now (Mrs. Henley) - which services in clerk's fees
amounted to a considerable sum. Your orator said
that he should have to pay his undertaking as security
the said Fullgham, as well as his own obligation, and
being desirous to set apart a fund, to meet these engagements,
made application to the said Byrd, with whom your orator
was intimate, and upon whose word he placed the most
unbounded confidence, to ascertain whether he would allow

Young.

Smith down ^{Ans-} =

of Timothy Tyner dec'd - The report of them
in Clerk's tickets - this report can
make no particular answer, being
entirely unacquainted with all the said
debt transactions charge, in relation
thereunto. - As to so much of the sd.

Bill as calls for a settlement of Timothy Tyner's
Estate, so far as the same was administered
by James Johnson - this report presumes
it cannot now be necessary, having
already been duly settled by commissioners
for said purpose appointed - audited &
regularly recorded - & unless an charge
be made by the Compt., should not at
his late period of time be disturbed

This report says, that he may however
be disposed with by vote &c.

James Johnson

John of the County of Va.

This day Arthur Smith came before me,
a Magistrate for the said County, and made
oath, that the said matters & things as in the above
Report contained, - so far as depends on his own
knowledge, are true, and so far as depends on
the information of others, he believes them to be true.
Given under my hand and Seal the
first day of August eighteen hundred & eighteen.

Edmund A. Dixon

The answer of Arthur Smith, to the Bill of injunction
exhibited in the County Court of Ark. of Wright,
on the part of Nathl. Strong Compt^r, against
himself, as Adm^r. de bonis non, of James Johnson dec^d.
Andrew Woodley, Adm^r. de bonis non, of T. J. T. T. T.
and, George and James Wilson, Adm^r. of
Richard W. Byrd dec^d. who was Adm^r. of
James Johnson dec^d. defend^t. - This respond^t.
sparing and reserving to himself all, & every
benefit of exception to the many errors
& misstatements in the said Bill contained.
In answer therunto, or, unto so much
thereof as he is adverse material to be
answered, - answered and said, - It is
true, that he is the legal representative of
the dec^d. James Johnson, as charg^d in the
Compt^r's bill - It is also true, (as he is informed,
& believes correctly,) that suits have been
instituted, and judgments rendered against the
said Compt^r as by him stated in his said Bill.
But, so far as respects all other allegations
in the said bill contained, and, more
especially, as respects, the said - transactions,
negotiations, and understandings, charged to
have existed between the said Richard W. Byrd
in his lifetime, and the said Compt^r,
touching the said two obligations due the estate of

an adjustment of them but was told by him that he had already
 paid them off. to the said Reck & W. W. in C. L. tickets -
 'or' respond. Then applied to said W. W. - suggesting
 his conversation with Young - but W. W. remarks,
 that said Young had not paid him off the 3 bonds,
 " but, further said, that he ^{intended} to hold them up
 himself in order for a settlement with Young & said
~~that~~ when he had a settlement with the respondent,
~~Further remarks?~~ that he would himself
 account for those bonds - as he went to settle
 them with Young himself, by which conversation
 this agent did suppose that W. W. had rec'd tickets,
 yet to settle with the Comp^y - but to what
 extent or in what way - this respondent has no
 knowledge - This agent admits that after W. W.'s
 death - he did request his representative Geo. S. Law, to
 deliver up said bonds to his att^y W. H. King, for
 the purpose of suits - which were accordingly added
 to Inom's Execution & record & awarded - as stated
 by the Comp^y - This respondent to all the allegations
 as made by C. L. Comp^y in his said bill is utterly unable
 to make further answer being entirely ignorant
 of all the secret negotiations & adjustments represented
 by the Comp^y to have been made between himself
 and the dec^d. Reck & W. W. in his character as Chas.
 This agent prays, that he may have the benefit of
 his Inom's always & otherwise in what the
 P. will be disposed to do. -

Henry H. reports -

I. H. H. County S^r. This day Andrew Woods, came before me
 a Justice of the Peace & L. P. County S^r. to inform that the above
 matters which in the 1st August contains, so far as respects his own
 knowledge are true, & so far as they are derived from the information of
 others, he believes them true -

Given under my hand that this 3^d day August 1818 -

J. H. H. County S^r.

Young & Lawless
 say W. W.
 Wood by agent

The answer of Andrew Woodley to the Bill of Exemption
submitted in the County Court of All of Wight on the part of
Katharine. Among Compt. against Henry's a, Compt.
of Henry's of Timothy Tyner de? - William Smith
Compt. of James Whelan de? - as Geo. & James Wilson
Compt. of Richard W. Byrd de?, who was Compt.
of James Whelan de? (~~the first representative of~~
~~Timothy Tyner de?~~) Appd. 5.

This Appd. having and receiving to himself all and
every benefit of exception to the many errors in
the 2^d Bill contained, he answer thereto on to so much
 thereof as he is advised material to him to answer
Appr. 17th and said - It is true that he has
not qualified as the legal representative of the said
Timothy Tyner as charged by the Compt. - That
in his character he frequently called on the deced^t
Rich^d W. Byrd who represented the 2^d Estate as
in fact in the Compt's line, - for the purpose of
effecting a settlement of the same - & moreover
as ~~he~~ ^{the said Byrd} held an att^d at law had rec^d from
the first representative of 2^d Timothy Tyner all the
bonds that were demand^d & value as due to
the Estate of 2^d Timothy Tyner de? - That said
Rich^d W. Byrd as frequently advised the wish to
settle - ~~that~~ ^{that} ~~appd.~~ ^{that} this Appd. at length
made application to the Representative of ^{Patience}
~~the~~ Byrd's reft. in said bonds, for the purpose of
recovery of receiving a legal adjustment with him.
This Appd. did not as expected obtain the reft. of Byrd,
but soon after procured a copy of his original reft. from
James Chambers of Smithfield - from which he found
a list of a large no. of bonds as due the Estate of
2^d Timothy Tyner, & among others - the two first
obligations as mentioned by the Compt. in his said
Bill - This Appd. made application to 2^d Compt. he

Young
of my mother
Wilson ad. of Ryd. &c.

The answer of George Wilson and James A. Wilson administrators of Richard Myer deceased, to the bill of complaint exhibited against them as administrators of Richard Myer deceased, who was agent of James Woodley and against Arthur Smith as executor of James Woodley and against Woodley as executor of Timothy Tynes deceased, by Nathaniel Young - their respondents, now and at all times hereafter, saving to themselves all manner of benefit, and advantage of exception to the many imperfections, insufficiencies and uncertainties, in the said complainant's bill of complaint contained; for answer thereto, or unto so much thereof as they are advised it is material for them to answer, they answer and say. That since their qualification as administrators of the said Richard Myer they found among his papers the writing obligatory mentions in the complainant's bill, and that ~~and~~ they have paid over to answer Woodley as agent de bonis non of Timothy Tynes deceased, two of the said obligations, that is to say, ~~one~~ those executed to James Johnson executor of Timothy Tynes deceased by Nathaniel Young, and by Arthur Talcott and the said Young which said obligations your respondents are now paid over to the said Woodley with a belief on their part that they were justly due and unpaid. Your respondents are wholly unacquainted with any agreement which is said by the complainant Young to have been made with them and their intestate. They have found among the papers of Richard Myer deceased the following tickets, to wit - against ~~the estate of~~ John K. Randolph in his lifetime for \$40 and 92 cents for the year 1805 and 1806 also two tickets against Richard Myer agent of John K. Randolph for 1812 & 1813 amounting to the sum of 88 cents - they find tickets against Richard Myer for 1805 and 1806 to the amount of \$3.53 cents - against the said Richard Myer agent of James Johnson deceased for the year 1806 and 1807 amounting to 3 dollars and 92 cents, and against John Eason agent of Mr. Patrick deceased for Richard Myer agent of James Johnson deceased for 1807. amt. \$3.53 - and one ticket vs the said Myer agent of Johnson for 1812 amounting to \$3.60 - against Richard Myer agent of Margaret Patrick for the year 1812 & 1813 to the amt. of \$2.75 - against Richard Myer agent of John Eason for 1812 ¹⁸¹³ amt. ~~\$4.40~~ \$4.40 - and against John Goodrich agent of Talbot Greenup for 1807 amt. \$3.40 - which tickets the respondents are receipts for themselves and they imagine have been settled for by the said Myer in his lifetime.

and others and no evidence was produced that they were for
the benefit of Rich^d W Byrd & he has only charged to the
amount of \$11.60 which was in the name of the s^d Rich^d W.
Byrd & your Commissioner has not credittd the account
with the cost of the suits upon the two bonds upon which
Judgements hath been rendered because it appear
-ed that they were discharged before the suits
was instituted & all of which is respectfully
submitted to the court

Commissioners fee

Thos Smully M^c

12 hours @ 75 Cents \$9.00

young

Young

vs.

Commis^{rs}
Report

Smith v^{rs}

7th Febr. 1820 ret^d to the
clerk's office

D^r George & James R. Wilson admits of Rich^d. W. Byrd dec^d. In account with Nathaniel Young C^r

		\$.	c.
1000	August 3 To paid your Intestate (Rich ^d . W. Byrd) my fees against the estate of Rich ^d . W. Byrd amounting to £19.4.10	19	15
	20 To p ^d ditto ditto against the estate of Tim ^o Tynes dec ^d £45.13.10	45	30
	To p ^d ditto against the estate of J ⁿ . K. Randolph dec ^d amounting to £20.4.3	20	37
		283	82

	To balance brot down	35	45 ¹ / ₂
1009	To amount of my Judgment as Aspi. of Joseph Fulgham vs Rob ^t . J. Fulgham &c	17	540
	To amount of Tickets for the year 1000 \$2.37		
	To ditto ditto 1009 14.20		
	ditto ditto 1011 8.95	31	60
1011	To amount of writ-tax &c for writs brot by Rich ^d . W. Byrd this year	15	50
1012	To amount of ditto ditto this year	11	00
		260	95 ¹ / ₂

To balance of Contra brot down 258 95¹/₂

This amt^t disallowed by the by } 75 40
 the court }
 the consent of the parties } 183 55¹/₂
 this first day of may in open court

		\$.	c.
1003	Sept. 1 By my bond payable to Tynes's adm ^r for £23.2.8 on demand this day (equal to)	23	12 ¹ / ₂
	By bond as security for Lo. Fulgham to Tynes's adm ^r for £34.7.6 equal to	34	58
1000	August 3 By Interest on my bond up to this date	22	60
	20 By Int: upon Lo. Fulghams bond to this date	34	06
	Balance due to Nat. Young	35	45 ¹ / ₂
		283	82

1012	By cash received at Norfolk	10	00
	Balance due n. Young	258	95 ¹ / ₂

260 95¹/₂

Thom the papers produced to me I have made up the foregoing account shewing a balance of \$258.95¹/₂ due to Nathaniel Young in the year 1012 - your Commissioner has not charged the whole of the tickets making \$49.69 as stated in the complainants bill because they were in the name of Elizabeth Hallon (and

Isle of Wight County August Court 1819

Nathaniel Young

Compl^t

against

Arthur Smith adm^r of James Johnson dec^d

Andrew Woodley adm^r of T. J. Tynes dec^d &

George & James R. Wilson adm^r of R. W. Byrd } Defts

upon a Injunction

By consent of the parties it is ordered that the Master Commissioner Smelly make up an account between the parties in this cause together with any special matter he may deem pertinent or which he may be required by the parties, and make report thereof to the Court.

At Copy Test

Nath^l Young C^t

Commissioner's office Isle of Wight Jan. 3. 1820

The parties concerned are hereby notified that on the 20th of the present month I shall proceed to carry the above order into effect, on which day they are requested to attend at Wilson & Davises Tavern in the Town of Smithfield at Twelve o'clock with their books, papers and evidence appertaining thereto.

Thos. Smelly M. C.

Pursuant to the foregoing order and notice Nathaniel Young the complainant and George Wilson the acting adm^r of Richard W. Byrd and the principle deft in this case attended with their books and papers by which your Commissioner reports the following Account to wit

Know all men by these presents that we Nathl. Young and
David Dick are held and firmly bound to And^r Woodly
Adm^r of Timothy Tynes decd in the just & full sum of three hundred
dollars current money of Virginia to the payment whereof well & truly
to be made we bind our selves our heirs &c firmly by these presents
sealed with our seals and dated this 10th day of May 1818

The condition of the above obligation is such that when as the
And^r Woodly Adm^r as aforesaid hath obtained two Judgments
at common law against the said Young for fifty seven pounds
ten shilling & three pence and costs and the said Nathl. Young hath
obtained an injunction to stay the execution of the said Judgments
untill hearing the matter in equity, upon a bill filed for that purpose
if therefor the said Young shall satisfy and pay the ~~the~~ said Judgments
at law and all costs & damages that shall be awarded to the said
Woodly in case the said injunction shall be dissolved that then the
above obligation to be void else to remain in full force & virtue

Signed & Sealed }
in presence of }

Nathl. Young 

David Dick 