

1759-001 SOUTHAMPTON COUNTY
CHANCERY PAPERS

LITTLE vs. CLINCH, s/1759

other sURNAMES: Jones, Cary

NOT
DEFICIT 1-10-92

[Faint, mostly illegible handwriting on a torn piece of paper]

Little
or
Bill in her?
Cinch
to Feb.
35

Cinch } Bill
to 6.
35

March 1755
Time to answer
April 1755
Cont
July 1755.
Cont
Nov. 1755.
Cont
Jan'y 1756.
Cont
July 1756
Cont at Det. 1756.
July
Cont for Dec.
Aug.
Cont for Dec.
Sept.
Ans. to June
Dec.
Cont
July.
Cont July.
Cont.

Wed July 13. 1755.

Dec. 1755
Cont

July 13. 1858.

[illegible]

March 1733
April 1733
May 1733
June 1733
July 1733
Aug 1733
Sept 1733
Oct 1733
Nov 1733
Dec 1733

March 10. 1860

Little
07
Church } Not in line?
1870.
35

In the Worshipfull Juries of Southwark
Chancery
Humbly complaining sheweth unto your Worships that your Orator
John Little of the County of Surrey
one William Finch Gent^l of the County of
Surrey sold several Negro Slaves to your Orator the Value of which amounted
to or thereabouts That in Order to secure
the said Sum to be paid to the said William he took your Orators Bond for
the same that your Orator made several large Payments to discharge
the said Bond, and the said William being very pressing with your
Orator to discharge the whole Sum due on the same, and threatening
him in case of his not discharging the same in some small Time
he would commence a Suit against your Orator, and which End delivered
your Orators Bond to one Miles Fox Gent an Attorney at Law to be put in
Suit - Your Orator further sheweth unto your Worships that one Richard
Jones being indebted to your Orator in the Sum of
or thereabouts by two severall Writings Obligatory which
said Sums of Money would together with what was already paid satisfy
your Orators Bond to Finch. That the said William or his said Attorney by
his Direction took your Orators Assignments on the said Bonds and kept

them in their Recovery of the Money due on the
 the said Bonds against the said Jones, and as
 recovered full the goal of this Court in Execution for
 sometime in my due on the said Bonds - Your Orator
 Part of the Marshals that the said Richard Jones
 unto your Orator and becoming in the said
 circumstances Remainder of the said Money from
 never get the prosecuted an Action of Debt against
 but soon after the Worshipful Court of Common Law
 on his Bond Judgement on the same against your
 and recovered their sheweth unto your Worship that by
 Your Orator full had Credit for the sum of
 he hath received he paid in Discharge of the said Bonds
 Bonds, which is same. And that the said William Finch
 likely to lose, Orator, to make Use of his Name for the
 to suffer your Orator of the said Jones's Administrator
 said Sum of the sheweth unto your Worship that if
 Your Orator full he is informed that the said Bonds
 Bonds return to be brought on the same or any part

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

Which } Hon
 at } Answer.
 Little }
 27/

12d Sep. 1756.

The Answer of William Little Gent D.J. to the Bill
of Complaint of John Little Compl.

This Defendant now at all Times hereafter saving
surrendering to himself all and all Manner of Advantage
of Exception that may be had and taken to the manifest
Imperfections, Contradictions, & Uncertainties in the said
Compl.^r Bill of Complaint contained for Answer
thereto or too much thereof as this Def. is advised is
material or effectual for him to answer and he
answers with faith that truth is that the said Compl.^r
was indebted to this Def. in the sum of three hundred &
thirty six Pounds due by Bond dated 20th July 1752
and also the sum of £12 8. 8^d for his Imprisonment
for 11 M^{os}. Prison of the County of Southampton and so
being indebted made several Payments that the Compl.^r
accepted the Bonds of one Richard Jones when Def. saw
Action brought on them & J^{us}. recovered thereon
but that the same was done as this Def. hath heard &
believes to be true to oblige the Compl.^r This Def. having
logged the Compl.^r Bond with M^r. Miles Cary atty
at Law who used to deal with the Compl.^r & then
about it this Def. desiring that Cary not to disclose
the Compl.^r if it could be avoided that to oblige
the Compl.^r that Cary took Jones's Bonds that
suit on them in this Def.'s Name and agreed to
stay with Little till the said Jones's Bonds could
be known but not to take them as Payments as this
Def. hath heard & believes to be true This Def.
living at some Distance knew not of these
Transactions nor of Jones being in Prison or his
being released till this Def. believes was done by
Little — This Def. recd. a Sum of Money of

N. Bond amounting to £30. 1s. 2 with this Def. Credited
Little's Bond for but this was paid by Little's
Procurement as this Def. hath heard Little's Def.
knowing nothing of it till paid on Little's Ac.
That this Def. never having concerned with Jones
did not pay the Bal. of his Bond to this
Def. or his Attorney as ~~he~~ ^{he} ~~was~~ ^{was} engaged
to do he commenced an action at Law on the Bond
and recovered a Jud. agst the Compl. for

and the Compl. with the ^{Compt.} ~~Def.~~ hath never yet paid the Def.
That the Bal. due on a fair Settlement on the said
Bond at the Time of Trial amounted to more
than the Jury gave this Def. a Verdict for the Jury
not allowing this Def. Interest on his Bond amounting
to upwards of twenty Pounds That this Def. never
looked upon Jones as liable to his Bond whom
But always took Little's Bond as still good &
Jones's Bond when received to be paid to the
Or of Little's Bond but never took them as Paid.
They being assigned merely to ~~oblige~~ ^{oblige} Little as above
set forth and with Little's Transactions in those
Actions discharging Jones clearly shew this Def.
to be in his satisfaction Little over him more than he
hath a Jud. for on his Bond — And did offer to come
back ~~sett.~~ over again with the Compl. and to allow
any thing that might have been omitted on
Condition that Little would allow this Def. the
Interest of his Bond over he was offered in justice
intitled to but the Compl. refused — That this Def.
never pretended any right or claim agst Jones's Bond
nor ever would have applied to Jones for the money
but his Circumstances shall be good always —

knowing Little but Debtor to Jones, who owed
the money to Little who only made use of this
Def.'s Name and had it done him as a favor as
this Def. before hath declared he being liable
after the assignment of these Bonds to this Def. for
his Debt & this Def. only to C. him for what
money he received of Jones for Little's use this
Def. having often refused to take Jones's Bonds
as payment on Little's offering them

And this Def. prays the Court be directed
with his Costs And to have the Benefit of his Jud.
as Law on the Compl. hath wrongfully kept
him out of (Without that that is)

August 18th 1756.

This Day Capt. William Clinch swore
to the above Answer before me —

J. Spratley

Clinton
to
Litt. of
Dec.

M Baker

Southampton.

William Glanville - complains of John Little
in Custody &c of a plea that

he render unto him
which to him he unjustly detaineth or this, to wit, that
whereas the said Deft on the Day of
One thousand seven hundred & fifty three at the parish of Nottoway
in the County aforesaid by his certain Writing Obligatory which
Sealed with the seal of the said Deft the said Plt. herein Counters
shows whose Date is on the same Day & year did acknowledge
himself to be held & firmly bound unto the said Plt. in the said
Sum of Money to be paid to him when he should be thereto after-
wards required yet the said Deft (altho often required) hath
not paid the Plt. the said Sum of Money but the same to him
to pay hitherto hath refused and still doth refuse to the
damage of the said Plt. past hundred Pounds And thereupon
he brings Suit &c

M^r for the Plt

Copy
R. Wells

Michigan
Winn
Book

1752. Mr. John Little 6³

Nov. 4. By 1 Prof. Mr. Turner 300 @ 11. 14.0

A. D. Mr. Blunt 1255 @ 10. 6. 5.6

1A. 32 D. & J. Brothers and. 52. 17. 7

2 Small Keppies . . . 1. 5. 0

6 Hogheads Tob. . . 46. 10. 0

Cash of Aaron Park . . 4. 18. 82

D. Joseph Park . . . 12. 0. 0

D. of W. Cole 20. 4. 92

Cash in . . . 1A An 15. 6
10 8

Thos. P. Wagon bond 252. 15. 6
79. 19. 2

332. 14. 8

Richard Jones's
Bonds Indorsed } 72. . . .

Cash Paid Thos. P. Wagon 30. . . .

d. paid George Jordan 13. 7. 7

To ditto J. Simon T. T. T. T.

To ditto J. P. P. P. P.

To Bury. Nicholas

Bonds. 230.

448. 2. 3
5. 18.

454. 0. 3
13. 11

154. 14. 2

447. 12.

7236. 2
11. 12

447. 12

Dapra - 1101
1004
1006
J. Park 961
Haley 919
J. Little 929

J. H. P. Parson Jr.
D. 2:1752
To Mr. Wm. Church
These

Cap. Wm. Church
Bond for \$50.00

To be paid unto the said Benjamin Nicholson
his certain Attorney, his Heirs, Executors, Administrators,
or Assigns: To which Payment well and truly to be made, I
bind myself, my Heirs, Executors, and Administrators, firmly,
by these Presents. Sealed with my Seal, and dated this Twenty
second Day of April. Anno Dom. 1752
One Thousand Seven Hundred and Fifty Two

THE Condition of the above Obligation is such, That if the
above bound William Clinch
do, and shall well and truly pay, or cause to be paid, unto the said
Benjamin Nicholson - his certain Attorney,
Heirs, Executors, Administrators, or Assigns, the just Sum of - -
Twenty pounds Current Money on or upon
the Twenty fifth Day of September next ensue
ing the Date hereof - Then the above Obligation to be void,
or else to remain in full Force and Virtue.

Sealed and Delivered }
in the Presence of }

Robt Wager
John Taylor

W^m Clinch

Thos. Person Jr.
c. 2: 1752.
To Mr. Wm Church
These

Copy now kind
bond for 50:00

March 5th 1753 Recd of J. Willin
Bond 15-8-10
Recd 14 19 2 more Thos. Person

J. Person - paid by John
P. Lister

Feb. 7 1733

Received the within Note of unto John Little

his
George Jordan
~~of~~

I Promise to pay unto Mr. George Jordan
The Sum of Thirteen pounds Seven Shillings
& Seven pence Current Money of Burg. ^{at}
or upon the Twelfth Day of April next
for Value rec^d ~~of me~~ ^{of him} ~~and~~ ^{and} this 20th Day
of January 1752 —

Test —

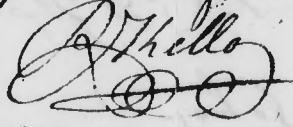
John Spratley

W^m Clinch

Little } Bond in
to } Injunct
Cinch }

Know all Men by these Presents that We John Little
John Person & James Turner of the County of Southampton
are held and firmly bound unto William Clinch of the
County of Surry Gent in the full & just Sum of four hundred
Pounds To be paid to the said William Clinch his certain
Attorney Executors Admors or Assigns To which Payment
well & truly to be made We bind our selves our Heirs
Executors & Admors jointly & severally firmly by these
Presents sealed with our seals & Dated this Thirteenth
Day of February 1755

The Condition of this Obligation is such that Whereas the
above bound John Little hath obtained his Majestys Writ of
Injunction to stay the Proceedings in a certain Judgment
lately obtained in the said County Court of Southampton wherein
the said William Clinch was Plaintiff & the above bound John Little
Defendant Now if the said John Little his Heirs &c shall pay &
satisfie unto the said William Clinch his Heirs Executors &c all
such Sums of Money & Tobacco & Costs which ^{shall} be due on the said
Judgment in Case the injunction aforesaid be dissolved then
this Obligation to be void otherwise to remain in full force & Virtue

Sealed & Delivered
in Presence of

Wm. Simmons J.

John Little

John Person
his
James Turner
Mark