1772-005 SOUTHAMPTON COUNTY CHANCERY PAPERS WILLIAMSON etal vs. WILLIAMSON etal 1772 9/1772

other SURNames: Williams, Hyndman, Gray, Taylor, Fanning

May 1771
Cont.
July 1772
Cont.
Sept. Cont.

NOT DEACIDIFIED 1/21/92

To the worshipfull court of Southampton
county sitting in chancery

Humbly complaining shew unto your
worships your orator Thomas Williamson of the
county of Southampton and John Hyndman
of the city of London merchants and partners
that they sometime since exercised merchandize
under direction of your orator Thomas at his
house in the said county. that one Pride Williams
being desirous to deal with your orator for a large
quantity of goods came to your orator Thomas
on or about the tenth day of July one thousand seven
hundred and sixty and produced to your orator
Thomas a letter addressed to your orator from one
Chaplain Williams late of the said county of
Southampton desiring your orator to let the said
Pride Williams have seven or eight hundred pounds
worth of goods and he would be the said Pride's security
for the same, at [illegible] deal with your
orator to the amount of four hundred sixty two pounds
five shillings one penny. and your orator sent
one Edwin Gray (who was then your orator book keeper)
with the said Pride Williams to his father and
took their bonds for the aforesaid sum, on the fifteenth
day of September following the said Pride Williams
dealt with your orator for the sum of two hundred
and thirty eight pounds seven shillings and
eight pence in goods which the said Chaplain
Williams also stood security for. Your orator
further shew unto your worships that by several
payments from time to time made the said
debt is reduced to the sum of
with the growing interest from
the Day of
That sometime after the said Pride Williams
purchased a large quantity of goods amounting
of one Thinchin
Taylor for which also the said Chaplain Williams
was his security, on which the said Thinchin
Taylor

Taylor commenced an action against the said Chaplain Williamson in this worshipfull court at common law and after having obtained Judgment for the said sume and costs the said Chaplain Williamson's body was committed to the Prison of the said county in execution for the same where he was confined a considerable time - that your orator considering his condition on the 12. July 1763 paid the said Thomas Taylor debt at the said Chaplains request and released him from prison on his promise to secure both the Debts to your orator either by selling his land or giving your orator other Security - that your orator Thomas somtime in the month of August following went to the said Chaplain Williamson house by his appointment to get security for the said debt your orator then told him he might set his own time of payment giving sundry people then named for securitys and accordingly he fixed the time of payment at two years which your orator consented to - that sometime in the month of March before the money became due the said Chaplain Williamson [illegible] sale confessed to pay your orators demand at which sale your orator Thomas attended and as it was imagined that if the land was sold for ready money it would not fetch near the value your orator in order further to indulge the said Chaplain Williamson told him he might sell it at a years credit - the land however was not sold but the said Chaplain offered to secure the same to your orator if he chose it but your orator relying on his honesty did not persue the matter - soon after your your Orator heard that the said Chaplain Williamson with his whole Family had clandestinely removed themselves out of this colony and that his land and what other estate he could not carry away was made over to one Stephen Williamson [illegible] your orator may may be made party and respondent to this their bill of complaint Your orators further shew unto your worships that they thereupon threatned to sue out an Attachment against the said Chaplain Williamsons estate but the said Stephen Williamson told your orator there would be no occasion as the land and other things were left as a security for the payment of your orators debt and that they were to be sold up at public sale when there would be enough to pay your orator accordingly the said Stephen Williamson advertised them for sale but before the day of sale the said Stephen Williamson came to an agreement with one William Fanning Esq to sell him nine hundred acres of the said land for the sum of six hundred and seventy five pounds on condition the said Fanning and your orator Thomas could agree upon the terms of payment of the money. Your orator further sheweth unto your worships that he did accept of the said Fanning as a paymaster for so much of Williamsons debt as the said sum amounted to - that the said nine hundred acres so purchased of the said Stephen Williamson by the said William Fanning was [illegible] part of the land sometime after which the said William Fanning went to have the land laid of according to the terms of the said agreement at which time he offered the said Stephen Williamson seven hundred pounds for the whole of Williamsons land which the said Stephen refused alledging there would be two or three hundred acres of the best of the land after laying off the said nine hundred acres as your orator has been and believes to be true after which the said William Fanning & the said Stephen Williamson agreed that the said Stephen Williamson should have the said nine hundred acres of land at the same rate which the said William Fanning was to have given for it in consequence of which agreement the said Stephen Williamson is in possession as well of the said nine hundred acres of land as the remainder and altogether refuses to sell the said remainder Your orator further shews unto your Worships

that

Not Description 11/1/92

that the said Stephen Williamson has been offered at the rate of eighty pounds for the hundred acres for the surplusage of the said land after laying off the said nine hundred acres according to the last agreement made between the said Stephen Williamson & the said William Fanning, and that the said Stephen Williamson hath been often applied to and requested by him either to pay the remainder of the said Williams's debt which amounts to the sum of

or to lay off the said nine hundred acres according to the said agreement, and also the surplus thereof, to satisfy your Orators demand. But now so it may it please your worships that the said Stephen Williamson, & the said Pride Williams combining & confederating with divers evil disposed persons unknown to your orators, altogether refuses to comply with so reasonable a request, but giving out in speeches and sayings at sometimes that as he bought the said land of Chaplain Williams he is accountable to him alone for the same & knows that the land was left as a security to pay your Orators demand and that he was only a trustee therein, at other times that there is no surplus land after laying off the said nine hundred acres, tho he well knows there is sufficient quantity if sold to pay your orators debt. In tender consideration whereof and forasmuch as your orators are remediless at the common law, and only properly to be relieved in this worshipful court where frauds of this kind are properly cognizable. To the end therefore that the said Stephen Williamson & Pride Williams may on their corporal oaths full true and perfect answer make to all and singular the allegations of this Bill as if herein again set down and interrogated and more especially that they may set forth and discover. Whether the said Chaplain Williams as security for the said Pride Williams did not become indebted to your orators in such sum of money as is herein set forth? Whether the said Chaplain Williams did not become indebted to your orators for Kinchin Taylors debt? Whether the said Chaplain Williams did not advertise his lands and other estate for sale in order to discharge your orators demand? What was the reason it was not then sold? Whether the said Chaplain Williams did not soon after remove himself and all his family clandestinely? Whether he did not before such removal make over his lands & other estate to the said Stephen Williamson in order to be sold to pay your orators demand? Had the said Stephen any other right therein than as a trustee? Did not the said Stephen look upon himself as a security to your orators for the said Debt? Did not he sell part of the said land to William Fanning? What part thereof was sold and for what sum? To whom was the said land sold? Was Fanning was to give for the said land? Is he paid? Did not the said Stephen buy purchase the said land again of the said Fanning? Is there not a large quantity of Land, after laying off the said nine hundred acres belonging to the said Williams? How much is the same worth? How much hath been agreed for the same? What is the reason he will not sell the remainder of the said Land and pay your orators demand in such money as the same will sell for in discharge of so much of the said Williams's debt? And that the said Stephen Williamson may by decree of this worshipful court be compelled to lay off the said nine hundred acres of land according to the first agreement made between him and the said William Fanning and that he may be compelled to sell the surplus of the land which

which belonged to the said Chaplain Williams
for the most that can be got for the same
and pay with the money arising by the sales
thereof to pay your Orators demand against
the said Chaplain & Pride Williams ~~William~~
and that your orators may be further and
otherwise relieved in the premises according to
equity and your Honours. May it please
your Honorships to grant to your Orators his
majestys most gracious writ or writs of
Subpena &c ——— And that the said Pride
Williams may also be compelled by Decree of
this Worshipfull Court to deliver Unto and
Leave to your Orator in Discharge of this Debt
or be compelled to join in the sales thereof
with the said Stephen Williamson in Order
to satisfy your Orators Debt & Interest and
that your Orator may have such further
Relief as agreeable to Equity and good Conscience

Williamson &c Decd
vs
Williamson &c

June
time Granted

for answ^d three
July
time Granted
Oct cont
Nov further time to
answ^r Mar 68
attd for answ^r
June 68
Cpt for answ^r
Mr 68 attachment
Ans: filed
Oct 1769
Repl & Hom
Jany
Cont for Depon
Feb 1770
Continued

* Your Orator further Sheweth unto your Worships that the said Chaplain Williams is since dead, & without making any Disposition of the said Lands, which descend to the said Lidia Williams as his eldest Son and Heir at Law, and that the said Stephen Williamson hath no other Right to the said Lands than as a Trustee and never made any positive Agreement nor has no proper Conveyance of the said Lands from the said Chaplain, ~

This Bill of Complaint

The Ans.r of Hesther Williamson
to
Thom.s Williamson's Bill

Ans.r
12 Feb.y

Feb.y 1771
Cont.d to an Exam.n
April
Cont.d
June
Cont.d to depos.n
Sept.r Cont.d to depos.n
Jany 1772.
Cont.d to Depos.n
May 1772
Cont.d
June Cont.d

filed Doc. 68

The answer of ~~Lucas~~ Stephen Williamson the Defendant to the Bill of Complaint of Thomas Williamson & others complainants

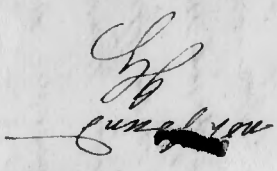
This Defendant now and at all times hereafter saving and reserving to himself all & all manner of Benefit of Exception to the many insufficiencies in the said Bill contained for answer thereto or to so much thereof as he is advised is material or necessary for him to answer unto he answereth and saith that some considerable time ago this Defendant together with John Wilkerson John Pittman & William Arrington became bound with one Chaplain Williams the Elder as securities for s.d Chaplain to the said complainant for the Payment of a very considerable sum of money amounting to six hundred pounds or thereabouts as well as he can remember that afterwards said Chaplain being about to remove himself out of the Colony, the said Debt being unpaid, this Defendant & the other above mentioned securities became uneasy, least they should be made liable to pay the said Debt out of their own Pockets, whereupon this Defendant and the said Chaplain did Bargain for the Land mentioned in the said complainants Bill for the consideration of six hundred pounds as appears by the Deed from the s.d Chaplain to this Defendant and it was agreed & concluded by the s.d Chaplain & the said securities, that out of the purchase money aforesaid this said Defendant should pay and satisfie the Debt of the s.d Chaplain to the s.d Thomas Williamson for which they were bound, this Defendant further answering saith that he did sell nine hundred acres of said Land to M.r Fanning as is mentioned in said Bill, and that the Debt aforesaid for which this Defendant

& the other Securities were bound has been discharged
a considerable time ago by this Defendant. This
Defendant doth Expressly Deny that he ever
received any kind of Direction whatsoever from
the said Chaplain Williams to discharge or
pay any other of his Debts except the one
in this answer already mentioned, nor hath
he any part of the Estate of the S. Chaplain in
his Hands not accounted for, doth deny all
Fraud Combenation &c. Without that that &c.
Wherefore he prays to be hence dismissed with
his reasonable Costs in this behalf wrongfully
sustained

Stephen Williamson

Sworn before me this
Certified Under my Hand
this 13th Day of October
1768 ——

Benj'a Jarrell



George the third by the Grace of god of Great Britain
France and Ireland King defender of the faith &c to the Sheriff of
Southampton county greeting we command you attach Stephen
Williamson if he be found within your bailiwick and
come in chancery at the courthouse of our said county on the
second Monday in April next to answer us as well of a
certain contempt to us offered as it is said as upon those
matters which to him then and there shall be objected and
further to do and receive what our said court shall of them
in that part consider And have then there this
writ witness Richard Tullo clerk of our said court at
the courthouse the tenth day of March in the eighth
year of our reign

For not answering the bill of complaint
of Thomas Williamson & Jno Boyndman

Tullo CC

Mr Sanford
Newport

Mr Sanford
Boston

George the Third by the
Grace of God of Great Britain
France and Ireland King
defender of the faith &c To the
Sheriff of Southampshire county greeting We command
you that in all and singular Liberties in your Bailewick
where &c you shall cause most expedient proclamation
& publickly on our part to be proclaimed that
Stephen Williamson under the penalty of his allegiance
before our justices of our county court of Southampton
in chancery on the second Thursday in October next
personally do appear and answer the said
Stephen Williamson in the mean time if you
find you attach so that you have him before our
said justices of our said county court in chancery at the
said October next to answer as well of a certain
contempt by him done & committed within said county
things which he then there and there shall be objected
and further to do and receive what our said court
shall of him in that part consider and have then
there this writ witness Richard Tullo clerk of our said
court at the court house the eighth day of September
in the eighth year of our reign

For not answering the bill of complaint
of Thomas Williamson Jn. Heyndman

Tullo D

Williamson &c
v
Wm Fox
&c. another

Copy Right
Jurisdiction

George the third by the grace of god of Great Britain France & Ireland
King defender of the faith &c To the Sherif of Southampton county
greeting we command you that you summon Stephen Williamson
to appear before our justices of our said county ~~county~~ court
at the courthouse of the said county on the second thursday in June
next to answer a bill in chancery exhibited agst him by
Thomas Williamson and John Boyndman merchts and this they shall in no
wise omit under the penalty of £100 and have then there this writ.
witness Richard Kello clerk of our said court at the courthouse the
day of May in the 15th year of our reign

Kello

32
16
48/16

Capt. John Williams
Dr

Mr. Hunt Jeffreys
Cr

To

Capt. Thomas Williamson

Southampton Co. this

Dear Sir May y^e 4th 1765

I am sorry to hear that you give so much attention to the false tails of People against me I am informd You have heard that I have been striving against you in a Strainge manner Which is a very rong information and I thought you had Lived Long enough to know the disposition of People better My uncle Chaplin Williams never thought of Defrawding your Of one penny he ows you I believe and desires you may be Paid above all things, I had a Sifle Cause to Court today you to day but intend in on purpose Shortly I dont doubt But give you Satisfaction quite in another Light then What you have heard, I am very sorry People indeavours so hard to Set you against me that never intended you nor yours any Ill So far from that I should be glad if Lay in my Power to be of Service to you in any Shape what ever therefore Sr. I hope you Will not give the least Ear to What you Hear concerning that affair till you See me, this bearer is full of Deceit I believe more so than your are aware of for instance Mr. is one main that I believe You thought you could Confide in told you that I should say that if you had given one days Credit I would have bought Armistead Land and bin sewd Mr. Joseph Eaton says he never said so and I believe he did or you would not told Mr. Wilkinson so much, therefore pray dont put so much Confidence in hearsays I shall in hast I dont doubt but Satisfie you better when I See you from your Obedient Servt. and Loving Cosin &c

Stephen Williamson

NB: My Wife Joyns me with her best Love and Compliments to you and Mrs. Williamson and Betty Salley hoping you are Well as We are at Present thank God

SW