

1793-003

SOUTHAMPTON COUNTY
CHANCERY PAPERS

ALLEN, ^{DURVIVING}
^{PARTNER}

VS.

HINES' ORPHANS

8/1793

See also Allen etc v Collier et al 1793-17

other SURNAMES: Bennett & Company,
Vick

Attitude
as
Hum. Exp. } Bile

Aug. 1793. deuce

Declaration

To The Worshipful Court of Southampton County in chan-
-cery sitting humbly complaining thereof unto your
worships your Orator Nathaniel Allen surviving part-
-ner of Bennet & Company

That a certain
Homer Hines late of the county aforesaid in his life time
to wit on or about the day of October 1787 being
seized in fee simple of one certain Tract or parcel of
Land in the said County, adjoining the Lands of
Stephen Pope &c. Containing by estimation Seventy
two three acres, for and in consideration of the sum
of Seventy two hundred and thirty pounds to him in
hand paid by the said Bennet & Company, did bargain
& sell to the said Bennet & Company the said Land with
all its appurtenances ^(the houses excepted) that after the said purcha-
-se was so made, on or about the day of
the 1st of November, after having made his will having ^{by the day of}
disposed his life ~~entirely~~ leaving ~~three~~ children
to wit Dolly, Sally, & Elizabeth Hines that are
now infants of tender years; without having made
a deed of Conveyance to the said Bennet & Company,
agreeable to the tenor of their contract, But now
so it is now it please the court, that notwithstanding
the said Bennet & Company, have paid & fully
satisfied the said consideration money to the said
Homer Hines. yet the said Children to whom the
Land aforesaid descended by the death of their
father, refuse to make conveyance of the same agree-
-able to their fathers contract. which your Orator
conceives. to be contrary to equity & justice

In tender consideration thereof, and for as much
as your sister is immediately in the premises at law,
and only & properly relievable in a Court of equity,

To be and therefore that the said Dolly, Sally,
 & Elizabeth - His orphans of Howell Hines by
 their Guardian to be appointed by this Court, may
 upon the ^{proper} ~~proper~~ answer make all & singular the
 allegations in this bill contained, and that are copies
 of as if the same were again repeated & enlarged.
 And more especially that the said father & discover, if
 the said Howell Hines was not seized & possessed of the
 tract of land therein set forth? did he not make
 sale thereof to Bennett & Company, upon the terms
 herein stated? hath he not been paid the con-
 sideration money aforesaid? hath the terms of
 the said contract been complied with, by making
 a deed of conveyance to the said Bennett & Company?
 hath not the said Howell Hines departed this life
 leaving the children as aforesaid, & do they not
 desire to have conveyance of the said land made
 agreeable to the said bargain & sale —

And that your worship
will advise that the said express by John Vick
his byword in make conveyance of the said land
be your order as surviving partner of Bennett &c.
(the House of Mon excepted)
& agreeable to the Contract of their said Father, &
make any other or further order or decree for your
betters relief, as may be Consistent with Equity,
May it please the

The answer of Dorcy. Talley, & Elmer —
 His children & infants of Bennett's owned
 by Josiah Vick their Guardian in the Bill of
 Complaint of Nathaniel Allen surviving partner
 of Bennett & Company —

This Respondent having & desiring to
himself all benefit and advantage of exception
to the many uncertainties mentioned in the said
Complainant's bill of Complaint contained, for
an answer thereto, as to so much thereof as this Respon-
dent is advised is material for him to make an-
-swers unto, he answers & saith, That the said
Hornelkins was seized & possessed in fee of the lands
mentioned & that he in his life time made sale thereof
as is stated in the bill, that the consideration money
therefor hath been paid & fully satisfied, this Respon-
-dent doth not know that any deed of conveyance
hath ever been made to the Complainant, that
the heirs of the said Hornelkins are infants & like-
-wise true, but he denies that they fraudulently
refuse to make conveyance of the said land agreeable
to contract. but only wait the order & decree
of his worshipful Court, they having no power
without - and therefore they may be lawfully
discharged, with their reasonable costs in this behalf
lawfully sustained -

Josiah Wick Guardian

Loisiah Clark Garrison