

1795-009

SOUTHAMPTON COUNTY
CHANCERY PAPERS

PATRICK

VS. ROGERS

11/1795-

other surnames: Burnham, Watkins,
Hunt

Patrick
v. $\frac{2}{3}$ Bill
Rogers

Novbr 1795
Quashed for want of
security

NOT
DEACIDIFIED
2/12/92

To the Justices of Southampton County
in Chancery sitting

Thomas C. Patrick, complaining, shews — That
sometime in the year 1780, being an infant under the age of 21 years,
he was unwarily drawn into a contract with a certain John Rogers
late of this County, whereby he farmed of ^{the said} Rogers a part of the
Sheriffalty of the said County, — & on the 8th day of October in that
year, being still in ~~the~~ state of infancy, entered into a bond unto
the said Rogers, with John Burnham, Henry Watkins, & Thomas
Hunt as securities, in the sum of £1000, with a condition
thereto, stipulating that the Complainant should collect all the
taxes & public dues, within the parish of St. Luke in the said
County, & within certain bounds in the said condition set forth,
that should be due & collectable within the space of one year
then succeeding, — also all fines amercements & penalties, & ac-
count for the same when called on by the said Rogers, — &
that he should indemnify & keep from damage the said Rogers
in all matters relative to the duties attached to the part of the
office of Sheriff thus farmed: — & thereupon that the said
obligation of £1000 should be void, — but otherwise conti-
nue in full force — That under this contract the Com-
plainant proceeded to form regular books debiting the re-
specting persons within the limits assigned to him with the
public demands against them for the year for which
he was to act as aforesaid, & had made considerable
some progress in the collection thereof, when on the
12th of November 1789 the said Rogers upon a motion
obtained a judgment ^{at common law} in the Court of Southampton County
against the Complainant & the said Burnham, Watkins, &
Hunt, for the full amount of the said bond of £1000, al-
leging that the same was recoverable to its full amount
in consequence of a non-performance of the terms of the
condition annexed thereto — That in consequence of this
proceedure on the part of the said Rogers the said Burnham
Watkins & Hunt called on the Complainant, & induced him to
deliver up to them the aforesaid books in order to com-
plete the collection assigned to the Complainant by the
said Rogers, urging their responsibility to the said Rogers
for the amount of this judgment as a reason — That
the demands uncollected at the time of delivering up

these books to them were more than sufficient to have fully
satisfied the said Rogers, upon a fair settlement & correct
statement of what was due to him. ^{that the complainant knows that the s^d Rogers has received from the s^d defendants a considerable sum of money & has just reasons to believe that as much more is being paid to him} ^{that the said Rogers is justly intitled to}

the Complainant has often in a friendly manner requested
the said Rogers & the said Burnham Watkins & Hunt to li-
quidate all matters relative to the premises, ~~and the said~~
in order that the Complainant might ~~be~~ exonerated
without further trouble & expense, in this case, and
of which, he is advised, his infancy ^{& the other circumstances} as above-mentioned will
enable him to draw himself — But now so it is

that the said Rogers, notwithstanding the premises, has
sued out an execution upon the said judgment agst
the personal estate of the Complainant, & threatens to proceed
to the obtaining thereby of the said sum of £1000 with the
costs attendant — In tender consideration & for
as much as the Complainant is only & properly relievable
in a Court of Chancery — and to the end that the
said John Rogers may upon his oath true & perfect
answer make to this bill — That he may be per-
petually enjoined from further proceedings upon the
said judgment against the Complainant & he suffered
to proceed thereon only against the said Burnham
Watkins & Hunt, who are in possession of funds
by means of the said books adequate to satisfy the
just demands of the s^d Rogers agst the Complt by
virtue of the afore-mentioned contract — & that
he may have such other & further relief in the
premises as to this Court may seem proper —

MAY it please this Court to grant unto the Com-
plainant not only a writ of Subpoena, but also a writ of
injunction restraining the s^d Rogers from further proceed-
ings upon the said judgment

Nov. court 1895

Sworn to in court

J. D. Hauffmann Dcb