

1799-006

SOUTHAMPTON COUNTY
CHANCERY PAPERS

TAYLOR'S ADMINISTRATOR,

VS. WATSON STOTT & CO.

6/1799

other surnames: John Blow &
Company, Vick, Fisher, Blow,
Hattersly, Watson Stott & Company,
Blow & Company, Stott, Critchlow

Taylor, admsn Le
adv. 3 Bill

Watson Stott Leo.

Decr 1798

Ans: filed & notice
to dissolve inj.
at Jan'y Ct 1799

June 1799

Major Deposed &c

Not
2/20/92
DEACIDIFIED

To the Justices of Southampton County,
Sitting in Chancery.

John Taylor, the elder, administrator of the goods chattel rights & credits of Charles Taylor dec^d? respectfully complaining, shews unto your Worships — That on the day of in the year 179 , Watson Stott & company, merchants of Suffolk, instituted an action at common law, in the Court of this County, against the Complainant, for £573. 8, the penalty of a writing obligatory made to them (as they state in their declaration) by 'John Blaw & company', alledging, that Charles Taylor was a member of the firm of John Blaw & company; & in June '98, obtained a judgment against the Complainant by default: altho' his Intestate never was a member of the firm of John Blaw & company — That the Complainant intended to have made defence to this to appear & act for him; but the attorney of the Complainant has since understood from ^{him}, not noticing the cause among the judgments, that stood to the Session of June '98, & not ^{seeing} his being engaged in it, did not then plead to it, & in consequence thereof, the officia judgment became final & conclusive against the Complainant, who was then absent, presuming that his attorney would act for him — And finally, that Watson Stott & company, intending to avail themselves of the advantage thus gained at common law, threaten to sue out an execution upon the judgment thus accidentally & wrongfully obtained against the Complainant, & to enforce a payment thereof from him —

Wherefore, & for as much as the Complainant is only receivable in a Court of Chancery — & in order that Watson

I company may, upon their oaths, answer this bill & each of its' allegations — that they may be enjoined by this Court from proceeding upon the judgment, which they have obtained against the Complainant — that the Complainant, who has been deprived of making his defence at common law by the circumstances above stated, may have an opportunity of defending himself against this unjust claim of Watson Stott & company, by this Court's directing an issue to be made up between the parties in this case, & fairly tried at common law — & that the Complainant may have such other & farther relief in the premises as may appear proper — May it please your worshipps to grant unto the Complainant, not only a writ of injunction, directed &c. but also a writ of Subpoena, directed &c.

Southampton County, to wit,

This day, John Taylor, the older, made oath before me a Justice of the peace for the County aforesaid, — that the foregoing bill is true, so far its' allegations are founded on his own knowledge, — & so far as it rests upon information otherwise derived, he believes it to be true. Given under my hand this day of October 1798.

Jno. Urquhart J.P.

NOT
DECEASED
Hephz
Stall & Co, } answer.

The answer of Watson Stoll & Company defendants
to the bill of Complaint of John Taylor administrator
of Charles Taylor deceased who was a partner of
John Blow & James Cretchlow, Complainants exhibited
against them in the County Court of Southampton.

These defendants saving & reserving to them-
selves now and at all times hereafter, all manner of
advantage and benefit of exception that may be had
and taken to the many untruths, uncertainties, insuffi-
ciencies & imperfections in the said Complainants said
bill of Complaint contained, for answer thereto, or to
so much thereof as it materially concern these defendants
to make answer unto they answering say, That it
is true that they instituted a suit at Common Law in
this Court against the Complainant as administrator of
Charles Taylor on a bond signed John Blow & Company
in the penalty of £673. 8. It may also be true that
a judgment thereon was obtained by default, but these
defendants know nothing concerning the Complainants having
employed counsel or any instructions that might have been
given him. The defendant Watson Stoll who transacted the
business states for answer, that John Blow came to the Store
of these defendants in Suffolk the 2^d day of December 1794
and informed this defendant, that himself, Charles Taylor &
James Cretchlow, had entered into Partnership for the purpose

of carrying on a retail trade at Southampton Court House
and purchase of these defendants on account of the said
Charles Taylor to the amount of £326. 14 and gave a bond
therefor in the penalty aforesaid which he signed John Blow &
Company, being the same bond, that the Complainant speaks of.

These defendants further for answer say, that they have
been informed that the said Charles Taylor acknowledged that he
was at that time a partner of John Blow & James Critchlow.

That he acted as such in the store, and that the goods which
these defendants sold them, were carried to that store, as these
defendants believe can be sufficiently manifested — These
defendants also state, that the Comp^{te} John Taylor as they are
informed, admitted, that at the time the bond aforesaid was
given, and for some time before and after the bond is
dated, ~~that~~ the said Charles Taylor was a partner of John Blow
& James Critchlow, but that he was not a member of the firm
of John Blow & Company. It was impossible for these defendants
to know with certainty the firm of that House, but their interest
required that they should know the persons who were responsible
for the goods that they had thus disposed of, and they always
calculated upon the credit of the said Charles Taylor, and not
upon the other partners, well knowing that they had no visible
property of consequence.

These defendants for the relief
of Charles Taylor's estate, did order a writ from the District Court
of Suffolk against the said John Blow & James Critchlow the
carrying partners of John Blow & Company, but the writ was

not executed by means of their having departed this County
— ~~without~~. They do deny anything unjust & wrongful
against them in and by the said Complainant's bill of Complaint
withheld that, that any other matter or thing in the said Com-
— plaint's bill of Complaint contained, material & effectual for
defendants to make answer unto, and not herein & hereby
and sufficiently answered unto. Confessed or avoided, traversed
or denied is true, all which matters and things these de-
— fendants are ready to aver maintain & prove, as this worship-
— ful Court shall award, and humbly pray to be hence dis-
— missed with their reasonable Costs & charges in this behalf
made wrongfully sustained.

Watson Stott
for Watson Stott &
Company

Primer George County Court, Watson State

Thos Day, a member of the firm of Watson Stott &
Company, came before me a magistrate of the said County &
made oath, that the foregoing answer, as far as comes within
his knowledge is true, and that so much thereof as comes within
the knowledge of others he believes to be true. Given under
my hand this 29th day of December. 1798

Joac Hall

The affidavit of Josiah V. de la Torre at City
Hall's Tavern at Southampton the 26th of May
1799. in a certain suit depending in the Court
of the said County, wherein John Taylor adm^r
of Charles Taylor is p^{ty} & Watson Stott & Com-
pany are Defendants

This deponent having been duly sworn
deposed & said, That not long before the demise
of Charles Taylor, this deponent was at the Store
of Watson Stott & Company at Safford, where
John Blew of Southampton was purchasing Goods
of the said Company, which he understood was
to be carried to a Store at Southampton Court
House, and which he believed were carried there
previous to the said Blew's taking up the Goods
Watson Stott enquired of this deponent what
the Circumstances of the partners in that Store
were? This deponent told the said Stott that
as to their Circumstances he was not well acquaint-
ed, but that their partners were all able Men
meaning John Taylor, John T. Blew, & William
Cuthbertson. for he understood that the partners

were Charles Taylor, John Blawie & James
Cristobian. This document says further. That
the business carried on at Southampton Civil
House first, was under the firm of Blawie and
Cristobian, but about the time that the aforesaid
goods were taken up at State & Co. Store. The
firm of the House was John Blawie & Company.

This document does not well recollect when
written. State enquired as to the circumstances of the
partners, then he mentioned John Taylor as be-
ing a partner of one of them, but he well re-
collects. That from circumstances that happened
~~thereby~~ that he considered Charles Taylor
as a member of the firm of John Blawie & Company.

W. Vick

This above was sworn to before me a justice of
Southampton at Colo. Hall's Tavern on Monday
the 20th May 1799. Given under my hand the
day & year aforesaid

Ben. Blundy

Triller steps.

The affidavit of William Fisher taken in a
Circuit Court in chancery & injunction in Southampton
Court. wherein John Taylor administrator of Charles
Taylor deceased is Complainant & Watson Still & Company
are defendants

This deponent after having been
duly sworn deposeth & saith, That he was present
when the said John Taylor called at the Counting
House of Watson Still & Co. in Suffolk & requested
to see their Day Book wherein books were charged
to John Black & Company, and after examining
the book & seeing the state of the account to wit
from the 1st to the 4th of December 1794, the said his
son ^{Charles} was a partner of John Black & James Cuthbertson
at that time, that he was a partner with them for
three months before his decease, & that he died in
the latter part of December in that year (1794) This
deponent saith that the said John Taylor further
observed that he did not know that his son Charles
was a partner of said Black & Cuthbertson, till since his
the said Charles Taylor deceased he discovered it. This
deponent further saith that he is in no way interested
in the estate of this said. William Fisher

The foregoing affidavit was sworn to before
me a Magistrate of Newsmenland County at Hatteras

I think there is a paper in the 10 day of
May 1799. Given under my hand the day before
aforesaid

J Richardson

Hallensley Super.

The affidavits of David Hattersly taken in a
certain matter of Controversy in Southampton
Court depending, wherein John Taylor adminis-
trator of Charles Taylor dec'd is complainant &
Watson Hottel & Company are defendants

This deponent having been sworn in the
Holy Evangelist of Almighty God according to
oath, That sometime in the Spring and there-
abouts seven hundred & ninety eight John
Taylor called at the Counting House of Watson
Hottel & Company & requested to see the Day
Book of the said Company wherein were charged
sundry goods to John Blow & Company, and
upon his seeing the day in which the goods
aforesaid were charged to wit from the first
to the twentieth of December one thousand seven
hundred & ninety four, the said John Taylor
swore & acknowledged that his son Charles
Taylor was a partner of John Blow & James
Britchburn at that time, that he had been a
partner with these Gentlemen for three months
anterior to his death, and that he died some
time towards the last of December 1794, That
deponent was present when John Blow took
up the articles for which the Bond of John Blow

Memoir, notice given by R. G. at depoth the 15th May 1799

A Company to certain State & Company was given,
& which is the subject of the present suit, and
he at that time understood from John Blaw, that
Charles Taylor & James Buchanan were his Partners.

This deponent further said that he is in no
manner interested in the suit of this business.

W. Hattestey

The above was sworn to before me a Justice of
the peace of New Brunswick County at Hattestey &
Tobias Store on Saturday the 10th day of May
1799. Given under my hand this 18th day of
May 1799.

J. Richardson