

1804-028

SOUTHAMPTON COUNTY
CHANCERY PAPERS

WHITFIELD

vs.

RUFFIN et VICK

10/1804

other names: Ruffin

Whitfield & Bill
of
Ruffin & Dick

W. Whitfield & Bill
of
Ruffin & Dick

31.146

June 1805.

To the worshipful Court of Fairtrypton in chancery
sitting Humbly complaining sheweth unto your worship
your orator Reuben Whitfield, That somewhere about
the day of _____ in the year of our Lord one
thousand _____, an unpleasant
difference took place between your orator and
a certain Pilgrims Neck of this county, the consequence
of which was a prosecution on the part of the said Neck
in the district court of Suffolk against your orator
That your orator wishing to compromise the said
difference with the said Neck about the day
of _____ entered into an agreement with the said
Neck to the following effect: That if the said Neck
would dismiss the aforesaid suit then pending
in the district court of Suffolk, your orator would
in consideration thereof on or before the day
of _____ deliver to the said Neck a forty Gallon
still as a full and adequate compensation for
any injury the said Neck might have sustained
and to render the said agreement firm stable and
binding between the said Neck and your orator
your orator executed to him in bond in the penal
of one hundred Dollars, to be ~~discharged~~ discharged
by the delivery of the said 40 Gallon still, That
consequently afterwards, the said Neck, now having
applied to your orator for the said still, went to the store
of Graph Ruffin, and shewed him the obligation which
had been executed to him the said Neck by your orator
That it was agreed upon between the said Neck and the
said Ruffin, that the said Neck should assign the
obligation to the said Ruffin, and that the said
Ruffin should in consideration thereof purchase the

Said Beck with a still and such other articles as he
should want to the amount of one hundred Dollars
that sum being the half of the penalty expressed
in the said obligation, thus going to that obligation a
construction which it never was intended by either of
the parties it should receive, it being the true and
genuine intention of both Beck and your orator
that the said still should discharge the said obligation
to all intents and purposes. But now so it may it
pleas your worship, the said Beck and Ruffin con-
tinuing to vex your orator, the said Ruffin as
opposed of the said Beck hath instituted a suit
in this court and hath recovered of your orator

in stead of the amount of the said still to which
alone in justice and equity he was entitled, and
that the said out execution thereon, all which actions
and doings are contrary to equity and good conscience
Intender consideration whereof and for as much as
your orator is unable to pay in the premises unless by
the intervention of this worshipful court. To the
end therefore that, the said Beck and Ruffin
may be made defendants to this bill and that
they may on oath declare whether it was not
the intention of the parties that the said obligation
should be discharged by the delivery of the still
and that your worship will avoid so much of
the said judgment as amounts to more than the
price of the said still and grant to your orator
such other and further relief in the premises as
may be consistent with equity and to your
worship may appear meet and proper. May
it please your worship the premises considered
to be your orator the common law and the writ of
subpoena of inspection

Southampton County &c!

Ruben Whitfield this day made oath before
me a magistrate of the said County, that the
allegations contained in the foregoing bill so
far as they relate to his own knowledge are
true and so far as they relate to the knowledge
of others he believes them to be true

Given under my hand the 18th day
of September 1804

J. M. Blow J.P.

This respondent prays that the injunction
aforesaid may be dissolved, and he hence
dismisses with his costs in this behalf
expended -

affirmed

before me by Oliver Dick
This 19 Sept 1804

Geo. Garvey Jp

Vick }
and } Answer
Whitfield }

The answer of Pilgrim Vick to the bill of
injunctive exhibited against ^{Joseph Ruffin} him in the
worshipful court of Southampton county
by Reubin Whitfield -

This Respondent says, he
did receive such a bond of Reubin Whitfield
in consideration of his dismissing a writ
which he had brought against him in
the district court of Suffolk for a most
unjustifiable and unprovoked trespass, as
the court has alledged. He admits, that
that the bond was conditioned for the
delivery of a good forty gallon still by
the 1st day of June 1803. He states that
he demanded of the court the said
still as often as twice after the said
date, but without success. He adds that
the court agreed at the time of signing
the said bond, that if he did not deliver
such a still as is above described by the
said 1st of June 1803, that he was to pay
\$100 in cash. That it was understood
between them at the time, that the still
was to be good and worth an hundred
dollars. That he never could get either
the money or the still, and that sometime
afterwards, he being in great want of
a still, gave the said bond to the said
Joseph Ruffin & Co. for a smaller sized still
and some few trifling articles of merchandise.
That he was always ready and willing to
give up the said bond, and receive a good
still in lieu thereof, but the said Whitfield
would not comply with his part of
the agreement, although the time stipulated
for the delivery of the still had passed.

1804

The within answer was sworn to before me
Sept. 19. by Jos. Ruffin -

Geo Garley JP

Ruffin }
as } answer
Whitfield }

The separate answer of Joseph Ruffin to the bill of injunction exhibited against Pitgim Vick and himself and himself in the worshipful court of Southampton by Reubin Whitfield -

This Respondent saving and reserving to himself all right of excepting to the various errors contained in the compt's said bill, for answer thereto, or to so much thereof as he is advised is material for him to answer - He answers and says, that the compt. is mistaken in alledging that the bond on which the judgment ^{was obtained,} alluded to in the said bill, was assigned to him. He says that the assignment was to Joseph Ruffin Esq. and the judgment was obtained by the said firm. This deft. denies the combination with which he is charged, and adds, that the said bond was fairly assigned to Jos. Ruffin Esq. for a valuable consideration, and that, after the time had elapsed when the compt. (as appears by the said bond) was to have delivered the still to the said Vick. That the bond was in the penalty of \$200 conditioned for the delivery of a good forty gallon Still by the first day of June 1803. Your Respondent's best care to suggest to the court, that the still must have been intended by the compt. at the time of the contract to be worth \$100, as the penalty of the bond (which is almost always the exact double of the real debt) was \$200. He alledges further that a jury regularly sworn, did after hearing evidence as to the value of a good forty gallon still, find a verdict for the hundred dollars with such interest as had accrued thereon. The amount of the said Verdict was £31.75 - This deft. lastly prays that the said injunction may be dissolved, and that he may be hence dismissed with his costs in this behalf expended. Jos. Ruffin

Whitfield

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Ruffin H.

Inj. Spa

C. D. & L. G. Goodwin, M.D.

dear ...

Miss ...

The Commonwealth of Virginia to the Sheriff of S^{am}pt^{on}
County, and to Jos Ruffin Gentry — This Com^{mission} doth
= miss, Solicitors and Agents, and every of them, greeting,
Whereas it hath been represented unto the Court of the
County of S^{am}pt^{on} in Chancery on the part of
Reuben Whitfield who hath prayed that he may
have our writs of writs of injunction *Sulphana*
for Stay of all further proceedings at Common law
untill hearing of the Cause, we therefore in Consider
= eration of the premises aforesaid, do strictly enjoin
and Command you the Sheriff, Jos Ruffin G^{entry}
and all and ~~every~~ the persons before mentioned
that you and every of you do Absolutely discontinue
all further proceedings against the said Reuben
Whitfield on the Judgment and execution obtained in
our said County Court of Southampton against
him by the said Reuben — untill the hear
= ing of the Cause in Chancery in due the penalty
of two hundred dollars — Witness Myself Clerk
of our said Court the 2^d day of October 1804
and in the 29th year of the Commonwealth

Sam^{uel} Kelloe