

1805-006 SOUTHAMPTON COUNTY
CHANCERY PAPERS

STOTT & CO. vs. WILKINSON

6/1805

other surnames: Vick, Scott
Wilkinson & Vick, Yarbrough,
[Ebenezer Stott & Company], [E.
Stott & Company]

Stott &

W.

Wilkinson

Dill

July 1803 Rule to run over
Aug or Sep. Otto

June 1805

Deer of good

Stott & Bill

Wilkinson

To the worshipfull Court of Southampton County or chancery
Sitting

Humbly complaining sheweth us to your
worships your orators ^{Cheney} Lot of B: - That some time ~~before~~
~~about the year~~ ¹⁷⁹² a certain James Wilkinson of the County of South
ampton and a certain Giles Vick of ^{who your}
orators pray may be made defendant to this bill, entered into
partnership under the firm and style of Wilkinson & Vick,
that some time about the 25th day of October 1792 your orators received
from the said James Wilkinson a Letter dated the ^{day of}
Oct^r 1792 in which said Letter is hereunto annexed and prayed to be taken
as part of this bill, in which Letter the said James Wilkinson informed
your orators of the connection which had taken place between Vick
and himself. That they had a few goods on hand, but an in-
complete assortment - that if your orators would furnish such
articles as might be deemed necessary in completing the assortment
in the Store of Wilkinson & Vick, that he the said James Wilkinson
would be responsible to your orators to the full amount thereof
that your orators relying exclusively on the responsibility of
James Wilkinson, and confiding in his honor and integrity
and well knowing that his situation in a pecuniary point of view
was such as to warrant your orators in furnishing the copartnership
of Wilkinson & Vick with the articles of Merchandise to a large amount
on the 25th day of October 1792 ~~your orators delivered to Wilkinson & Vick~~
your orators delivered to Wilkinson & Vick ~~with the said~~ goods,
wares and merchandizes to the amount of £57.13.2 that on the 25th
day of ~~October~~ ^{Nov} 1792 the said Giles Vick ^{or} executed to your orators a
bond which is hereunto annexed and prayed to be taken as part
of this bill ~~for the sum of £57.13.2 the~~
amount then due your orators ^{for the goods furnished them}
James Wilkinson ~~the said~~ ^{at Law} ~~which he as partner or~~
~~co-partner~~ ^{alone} ~~became responsible for the amount of the bond~~
alone became responsible ^{at Law} for the amount of the bond as
aforesaid executed. That after the execution of the said bond
by the said Giles Vick, to wit on the ^{6th} day of November 1792 your orators
at the instance and request of the said James Wilkinson
furnished the copartnership of Wilkinson and Vick with

dandry other goods wares and merchandises to the amount of
£4.12.7 your orators here beg leave to state that the said
Giles Tick is ~~not an inhabitant of this~~ not an inhabitant of this
State - That your orators have since caused the said bond to be
aforesaid executed by the said Giles Tick amounting to £52.13.2
and their account for the articles purchased after the execution
of the said Bond, amounting to £4.12.7 to be presented to the said
James Wilkinson for payment, who always admitted that
the claim of your orators was just, and that the bond aforesaid
was executed by the said Giles Tick for and on account
of goods furnished the copartnership of Wilkinson & Tick by
your orators, and promised from time to time payment of
the said bond and account and your orators here beg leave
to set forth and charge - That notwithstanding the execution of the
bond aforesaid by the said Giles Tick ~~and the fact that~~ only
that the said James Wilkinson remains liable to your orators in
equity for the full amount of the bond which still remains due
and unpaid, and of the subsequent account, amounting together
to the sum of £62.5.9 Because the said James Wilkinson by
his Letter, herein before referred to and prayers to be taken into
of this bill, pledges himself to your orators, for the payment of all
sums which shall become due on account of goods furnished
Wilkinson and Tick by your orators - That as your orators were
induced by the assurances of the said James Wilkinson
to furnish Wilkinson & Tick with the goods, and as Tick
was ~~at the time~~ ^{at the time} ~~not an inhabitant of this State~~ ^{an inhabitant of this State}
previous to the execution of the bond, and as
Tick is ~~not an inhabitant of this State~~ not an inhabitant of this State
and as your orators ought to be paid for the goods fur-
nished Wilkinson & Tick by your orators, and as the
said James Wilkinson is a considerable gainer by the
goods furnished by your orators, Your orators humbly
conceive that the said James Wilkinson is under a moral
and equitable obligation to pay your orators for them
But now as it is may it please your worships, the said
James Wilkinson his promises and the dictates of con-
science notwithstanding, refuses to discharge your orators just

claims against him - In tender consideration
whereof and for as much as your orators are immediately
in the premises except by the intervention of a Court
of equity - To the end therefore that the said James
Wilkinson may full true and perfect answer
make to the premises and more particularly to the
following questions - ? Were you not a partner of
Giles Tick - Was not the bond executed by Giles
Tick bearing date the 25th day of October 1792
given for goods furnished Wilkinson & Tick by
O'Brien and Co. <sup>and is not that bond dated by mistake in
O'Brien and Co. 1792</sup> Have you not once promised
W. Garbrough payment of the said bond & account
and that your worships may order and decree that
the said James Wilkinson pay to your orators the amount
of the said Bond and Account together with the interest
thereon, and that your worships may grant to your
orators such other and further relief in the premises as
may be just and equitable - May it please
Worships the premises considered to grant to your orators
the commonest writ of Subpoena commanding
Taylor for comp'ts

Stott H. C.

v
Wilkinson }

Answers -

The answer of James Wilkinson to the bill of complaint exhibited against him in the Worshipful court of Southampton by Ebenezer Stott & Co.

This Respondent reserving to himself all right of excepting to the many errors and imperfections contained in the complainant's said bill; for answer thereto, or to so much thereof as he is advised is material for him to make answer unto, he answers and says, that it is true he did write such a letter to the said Comptts as they have alleged in their said bill, and it is possible that they did furnish some articles of merchandize to the said Giles Vick and himself in ~~full~~ conformity to the said letter: indeed the said Vick did inform your respondent that some goods were furnished them by the said E. Stott & Co. but he also told him that those goods were fully paid for. He adds that previous to the death of the said Vick, they had a settlement in which your respondent credited him with the amount which he said he had paid in discharge of the account of the said E. Stott & Co. against Vick & Wilkinson. Your Respondent is induced to believe that the said Vick did discharge all the demands of the Comptts against them, not only from the positive assertions of the said

Vick, but also because your Respondent actually sent up to Petersburg four barrels of brandy ~~on the~~ in part of the said account at a time when Vick was in that town.

Your Respondent is astonished that men of the talents and mercantile skill of Emerzer Stott and company should now pretend to have been guilty of such unprecedented ignorance, and of ^{such} gross negligence as to have taken a bond from Giles Vick alone, for a debt of Wilkinson & Vick; and also to have dated a bond in 1791 for goods sold and delivered in 1792. These circumstances convince your Respondent that Giles Vick in 1791 gave his bond to E. Stott & Co. for a private debt then due to them; and that the declarations of the said Vick, ~~being~~ to wit that he had discharged the claim against Wilkinson and Vick were true.

He acknowledges that he might have told Mr. R. Garbrough that if E. Stott & Co. had any just claim against Wilkinson & Vick which they could prove to his satisfaction that he was willing to pay it. This he still says; but he can not in justice to himself pay off a claim which has so little appearance of equity and justice unless it be clearly proven by a disinterested witness. Your Respondent knows nothing of the debt account amounting to £4.12.7.

and must consequently require proof of that also. He lastly prays to be hence dismissed with his costs in this behalf most wrongfully sustained.

James Wilkinson This day appeared before me a justice of the peace for Southampton County and made oath that the foregoing answer is true as far as depends upon his own knowledge, and as far as depends upon the knowledge of others he believes it to be true. given under my hand this 20th day of March 1804.

Robt. Mabry ^{E3}

Stott & Co.
v
Wilkinson } answer.

Stote & Co }
vs } In chancery
Welkinson }

This cause being this day heard on
the file answer and ~~affidavits~~ depositions filed
in the cause, the court doth adjudge, order, and
Decree on due consideration thereof, that the
defendant James Welkinson pay unto the
Complainants Stote & Co the sum of fifty
two pounds, five shillings and nine pence
the amount of the bond and open account
in the complainants Bill mentioned, with
Interest thereon after the rate of five per centum
^{per annum} from the ninth day of November 1792 til
paid and the costs

Sturtevant 25th October 1792

Messrs James Wilkins & Giles Dick

Bot of Ebenezer Stoddard

60/100	100 Kings	8/9	1 doz	do	6/6	£	15	3
1	Penknives	2/4	2	do	2/10		8	
1	ditto	3/3	3/8	57	4	7/1	18	11
1	Cut-throat	22	24	3/8	4	4/1	11	6
1	Razors						4	3
2	Pinus Forks	2/5	6	do	2/8	1	10	
2	ditto				3/3	6	6	
2	Shoe Buckles	5/1	1	do	3/6	3/9	7/1	4 7/3
1	Shoe Buckles	2/3	2	do	2/9		7	9
1	ditto	4/1	1	Scissors	4/1	4/3	12	3
8	Ten Spoons	6/2	1/2	Claw Hammocks	7/6		7	
4	Gimblets	7	1/2	Spike	2/4		4	3 1/2
1/2	Draw Knives	1/6	1/2	Stocklocks	7/6	1 do	8	
1	Stocklock	2/3	1	Horn Tumbler	10/2		3	1 1/2
1	do Ivory Combs	4/3	1	do. Thimble	3/1		7	3
1/2	Pins	7/1	9/3	9/9	4	10/3	18	1 1/2
1	ream Paper						8	
1/4	do Hats	10/1	1/4	do	10/6		9	1 1/2
1/2	do	22/1	3/4	do	3/1	1	13	6
1/6	do	38/1	1/4	do	4/1		16	7
2	Hats	4/1	2	Guays	12/4	1	12	10
2	Guays				13/6	2	11	6
1/2	do C. Buckles	5/9	1/2	do Comms	2/9		4	3

Advance 87 1/2 Cent

Carried Forward

16 11 3
14 9 10
31 1 1

To Amount Brought forward $\$1.1$

$\frac{1}{4}$ Twist 28/ - $\frac{1}{4}$ Sewing Silk 30/ - 14.6
 $\frac{1}{2}$ Run Thread w^d - 11/6 - 6/8 6/4/4 - 14.3
3 Scarlet Cardinals - 14/6 - 2.3.8
1 doz Chick Nuts 11/6 - 1/6 - do. printed 13/6 1.6.1 1/2
1 - Printed - 14/9 - 1 - do - 15/9 1.10.6
15 yds. Blk Mude - - - 2/ 1.11 -
2 yds. Rose Blankets 9/ - 2 yds do - 9/6 1.17 -
1 - ditto - - - 12/ - 12 -
10 8 10 1/2

Advance 85 Cent - 8 17 6 1/2 10 6 5

$\frac{1}{2}$ Cl. Shot } 25/ with 80 Cent - 2 5 -
 $\frac{1}{2}$ - Lead }

Duty on 112th Shot 1 Cent - 6.9

9 yds. Allspice 2^d - Bag - 9^d - 17.4 1/2

7 yds. Ginger 12^d - Bag - 6 - 8 -

$\frac{1}{2}$ doz Cotton Cakes 11/6 32/6 - 1/2 - do - 7 56/ - 2.4.11

$\frac{1}{4}$ - ditto - 8 64/ - Bag - 9 - 1.1 -

4 yds. Wrapper - - - 8 - 2.8

57.13.2

1792

Novem^r } 1 Cash Coppers 112th 27/2 L. 3.4

Cash for ditto - - - 2.3

80th Iron - - - 3 1/4 - 1.5 -

1 Quarter Cash for powder - 2.2 -

4 12 7
62.5.9

Scott

is

Spain

Wilkinson & Co^{ys}

to Sep. 1803

August 2nd 1803 executed
Thos Standley Esq^r
for
Jas Brown Esq^r

The Commonwealth of Virginia to the Sheriff of Sampson
County Greeting, You are hereby Commanded to summon James Wilkinson
to appear before the justices of our said court at the Courthouse
of the said County on the 3 Monday in September next to
answer a bill in Chancery exhibited ag him by Ebenezer
Stott and Comp^y and that he shall not omit under the penalty
of \$100 and have then there this writ return of Sam^l Kello clerk of
our said Court at the House the 23 day July 1803 and in the
28 Year of the Commonwealth

Sam^l Kello C^l

Virginia & State Sec

The Commune of the of Virginia & the Hon. the President
of the Council of the State of Virginia
Gentlemen justices of the peace for the
County of Hanover and State of Virginia greeting
We are by the Court of your president Circum-
stances in diligently examining Richard
Yarbrough.

Witness as well as
behalf of the Court of the State of Virginia as on behalf of James
William Deft and we do give to you power to call
and cause to come before you the Witnesses aforesaid
in hand and where you shall appoint and diligently
examine them on the Holy Evangelist of Almighty
God and their examination to take in that your
distinctly certify with the names of your hands
enclosed with this your Witness Sam. Kell clerk
of our said Court at the Court house the 22nd
day of March 1804 and in the 28th year of the
Commune of the

Sam. Kell & Co.

John Barnes made oath before me that he did,
on the 10th of April 1854,
leave at the house of James Wilkenson, a Notice of
which the within is a true copy

James Millar. JP.
— O —

Shall be
in
Mr. Wilkenson's
Choice

Mr James Wilkinson

Take notice that on Friday the 27th of the present month (April) We shall at the tavern of John M Cowling in the town of Suffolk between the hours of ten in the forenoon and three in the afternoon of the same day, proceed to take the deposition of Richard Garbrough of the said Town, to be read as testimony in a suit in chancery now depending and undetermined in the county Court of Southampton - between ourselves plaintiffs and you defendant. By virtue of a Commission for that purpose by us obtained from the said court of Southampton - at which time and place you will attend if you think proper

We are Your Obedt Servts

Wm & H. H. H. Co

Stone Hill

W

Wilkinson

Norman

April 10 1864

So
ampton county set

The commonwealth of Virginia
to Robert Birkett & William Moore. Gentlemen
greeting know ye that we trusting to your provident
circumspection in diligently examining James
Scott a witness as well on behalf of
Cheney Stott and Compy plffs as on behalf
of James Wilkinson defendant and we do give
to you power to call and cause to come before
you the witness aforesaid when and where you
shall appoint and diligently examine him
on the holy Evangelist of Almighty God and
his examination so taken that you ^{and} us endorse
with this writ Witness Sam Kello Clerk of our
Court at the Courthouse of our said county
the 27 day April 1804 and in the 20th
of the Commonwealth

Sam Kello
3

W^r James Wilkinson

Take notice that on Friday the 18th day of May next. We shall at the tavern of John R Brewer in the town of Petersburg between the hours of ten in the forenoon and three in the afternoon of the same day- proceed to take the deposition of James Scott- to be read as testimony in a suit in chancery now depending and undetermined in the county court of Southampton- between ourselves plaintiffs and your defendant- by virtue of a commission for that purpose by us obtained from the said court of Southampton- at which time and place you will attend if you think proper

We are your Obedt Serv^{ts}

Benj^r Kott Ho

John Barnes made oath before me that he did
leave at the house of James Wilkinson on the 18th
day of April 1804 a Notice of which the within
is a true copy

James Mellar. JP

Chas. H. B. }
J. M. }
J. M. }
J. M. }

Mr James Wilkinson

Take notice that on Thursday the
seventh day of June ^{next} at the Tavern of Mr John M Bowling
in the town of Suffolk, between the hours of ten in the
forenoon and three in the afternoon I shall proceed
to take the deposition of Mr Richard Garborough, to
be read as testimony in a suit in chancery now
depending before the ~~worshipful~~ court of Southampton
wherein we are plaintiff and you are defendant.
At which time and place you ~~will~~ attend if you
think proper

20th May 1804

We are your Obedt Servts

Ebenzer Stote Esq^r

X
Scott & Co
Notice
McKinnon

Copy

John Barry made oath before me that he
did deliver a notice to James McKinnon on
24th day of May 1804 of which the within
is a true copy

Wm Johnston

~~Not a true copy~~

~~Not a true copy~~

~~Not a true copy~~

The Clerk of Southampton
Borough Court

Agreable to a comission to us directed by the
Worshipfull court of Southampton we have caused
the said James Scott to appear before us at the
house of John A Brewer in the Town of
Petersburg who having first been duly sworn on
the holy evangelist of almighty God deposeth and saith
That he came into the employment of Stott &
Donaldson Merchants in Petersburg in the month
of September 1790 and continued therein till the
month of April 1791 when the firm was changed
to that of Eben Stott & Co and remained in the service
of the last mentioned firm and the succeeding one
of Watson & Eben Stott untill sometime in November
1797 He further deposeth and saith that on the
25th day of October 1792 an entry was made on the
Day Book of the said Eben Stott & Co in which
James Wilkinson & Giles Vick are charged with
sundry articles of Goods amounting to £ 57^{..} 13^{..} 2^{..}
all of which entry is in the hand writing of this
deponent except a few articles to the amount of £ 7^{..} 5^{..} 3^{..}
which are in the hand writing of George Haldane
who also lived at that time in the employment of
the said Eben Stott & Co - That the said Goods were
applied for and delivered to Giles Vick in consequence
as he this deponent understands and believes of a Letter
from the said James Wilkinson to the said Eben Stott & Co

dated in Richmond in October 1792 in which
Letter the said Wilkinson mentions that he and the said
Nick were in want of a few Articles to complete their
apartment for a Store in Chatham and that if the said
Eben Stott Esq thought proper to furnish them - he the
said Wilkinson would become responsible for any contract
the said Nick might make relative thereto - That agreeable
to the usual practice of the said Eben Stott Esq a Bond
was taken from the said Nick bearing date 25th Oct^r 1791
for £57. 13. 2 being the amount of said Goods which
Bond is filled up in the hand writing of the said
George Haldane and witnessed by him - That this
deponent hath not the smallest doubt but that this Bond
tho' dated in 1791 was in fact executed in 1792 and
on the 25th day of
October in the last mentioned year, and that the error
in the year arose solely from the inadvertency of the
said George Haldane who filled it up, and the hurry
of business at that season. - That his reason for believing
this to be the fact, is the exact correspondance of the
amount of the Bond with the amount of the goods
and of the day and month of the date of the Bond with that
of the entry of the goods on the day Book - He further
deposeth and saith that the said Giles Nick never was
at any time indebted to the said Eben Stott Esq in
his private or individual capacity for any dealings or
transactions whatever and that he verily believes no part
of the said Bond, nor of the goods furnished afterwards
viz on the 9th day of November 1792 was ever paid by the

said Nick. - Nor does he know or believe that four
Barrels Brandy were ever sent or deliver'd to the said
Eben Stott Esq by either the said Wilkinson or the
said Nick as no such Credit appears on their acc^t
which from the usual regular and exact manner in
which the Books of the said Eben Stott Esq were kept,
could scarcely failed to have been the case had such
payment or delivery been made. - He further deposeth
and saith that the Goods charged to the said Wilkinson
& Nick on the 9th day of Nov^r 1792 are ~~entered~~ ^{entered} on
the Day Book of the said Eben Stott Esq on that day
in the hand writing of the said Eben Stott but are
extended and sum'd up in the hand writing of the
said George Haldane and appear to have been furnished
in consequence of a written order from the said
Wilkinson & Nick which Goods amount to £4. 16. 7
he verily believes and has no doubt were so ordered
furnished, and deliver'd

James Scott

Town of Petersburg Test:

The foregoing Deposition was duly taken
before us at the House of R Breuer & others Town,
on Friday the 18th day of May between the hours of
12 & 2 O'clock of the same day in the year 1804

Robt W. W. Mayor
Wm Moore Aldmⁿ

Richmond county to wit

In virtue of a Commission to us directed from the Clerk of Southampton Court, & which is hereto annexed we have caused Richard Yarbrough to come before us to give testimony in a Suit in Chancery now depending in the Said Court of Southampton wherein Ebenezer Stoll & Company are Complainants, and James Withersom defendant. The Said Richard Yarbrough having been duly sworn deposeth and saith, That he was put in possession by Watson Stoll & Co. of a bond of Giles Vick, he believes for fifty seven pounds 13/2 payable to Ebenezer Stoll & Co. & an account of four pounds 12/7 payable from the same to the Said Ebenezer Stoll & Co., with a letter purporting to be James Withersom directed to Messrs Ebenezer Stoll & Co. merchants Petersburg, for the purpose of collecting the said debt of the Said Withersom as the Said Vick was not a resident of this State. The Said letter, ^{the deposition} I believe was in the following words to wit, "Richmond October 1792. Sir Mr. Giles, Vick the bearer hereof and myself, have a few goods on hand which he is to take charge of to the County of Chester, we are in want of a few articles to complete our assortment. If you think proper to let Mr. Vick have these articles, I will be liable to make good any contract he may make with you relative thereto. Yours obedt Servant James Withersom" This deposition further saith, that he was a long time in possession of the said bond and other papers and had frequent conferences with the Said James

Withinson upon the subject, who never denied the debt, but
frequently promised this deponent that it should be paid.
nor had this deponent the most distant idea, from the
promises of the said James, that he ever would endeavor
to evade the payment thereof. I am this 5th day of June 1874.

R. P. Young

Tested before me the 7th day of June 1874
at John W. Cushing's Tavern in the Town of
Suffolk between 10 & 3 o'clock.

Robert M. Reddick
Jas. Godwin

This Book is by mistake dated in 1791 instead
of 1792. —

K NOW all Men by these Presents, that *J. Giles*
Vick of Southampton County am
57.13.2 held and firmly bound unto *Ebenezer Stott & Co. of Petersburg*
57.13.2 in the just and full sum of *One hundred and fifteen pounds*
115.6.4 *six shillings and four pence*
to be paid unto the said *Ebenezer Stott & Co.* Their
certain Attorney, *their* Heirs, Executors, Administrators, or Assigns: To which
Payment, well and truly to be made, I bind myself my Heirs, Executors,
and Administrators, jointly and severally, firmly by these Presents. Sealed with my
Seal, and dated this *Twenty fifth* day of *October* Anno Dom.
One Thousand Seven Hundred and Ninety One

THE Condition of the above Obligation is such, That if the above
bound *Giles Vick*

do and shall well and truly pay, or cause to be paid, unto the said *Ebenezer Stott & Co.*

their certain Attorney, *their* Heirs, Executors, Administrators, or Assigns, the just sum of
fifty seven Pounds thirteen shillings and two pence
on or before the first day of April next
then the above Obligation to be void, or else to remain in full Force and Virtue

Signed, Sealed, and Delivered, }
in the presence of

George Haldane

Giles Vick

Letter to A. Wilkinson
enclosing
Giles Dickson Bond
for £57.13.2 -
pay'd April 1st 1793

Erasmus Stott Esq
Messrs. ~~Stott~~ Stott & Co
Mar 1st
Petersburg

Richmond Oct. 1792

Dear Sir
I Mr. Giles Vick the bearer hereof
myself have a few Goods on hand which he is to
take charge of to the County of Chatham - we
are in want of a few articles to complete
our assortment, If You think proper to
let Mr. Vick have those articles he
be lyable to make good any contract
he may make with your Statute
therein. I am with great respect

Yours Obedt. Servt.
James Wilkinson