

1815-D15

SOUTHAMPTON COUNTY
CHANCERY PAPERS

MILLIKIN

VS.

WOODARD'S ADMR. & al 3/1815

See also: Woodard v. Woodard, 1815-20

other SURNAMES: Millekin
Vick, Hart, Rochelle

Millikin }
m } Billy
} Amos

Mordant

March 1815 Decree

End of Record

To the worshipful Court of Southampton in Chancery sitting.
The joint and several answers of Elizabeth Woodward widow
and relict of Wm Woodward dead and Sally Woodward & Charles
Woodward, David Woodward, William Woodward, John Woodward
Elizabeth Woodward and Amy Woodward infant children and
heirs of William Woodward died by their next friend
John Rockwell appointed by the Court to defend
them in this ~~cause~~ ~~the said William Woodward's administration~~
~~the said William Woodward~~ to the bill of complaint
exhibited against them by James Mellickin -

These respondents now and at all times saving and
reserving to themselves all and every benefit of exception
to any error in said bill contained for answer thereto
or to some of them as they are advised is material
and necessary for them to make answer unto, answering
say - That they admit that the complainant and the
said William Woodward made a verbal agreement
to exchange their tracts of land as stated in the
complainant's bill. That in pursuance of such
an agreement they mutually put each other ^{in possession} of the
respective tracts of land. That the said Woodward
was to have given to the complainant two hundred
and fifty dollars as the difference in the value of the
said tracts of land provided the complainant would
receive a horse at the price of one hundred
and fifty dollars in part and that the said horse
was actually delivered by the said William Woodward.

in his lifetime and according to the complainant at
the sum of One hundred and fifty dollars are
facts which cannot be denied by these respondents
And that the said William Woodard in the further
execution of the said agreement paid the sum of
thirty seven dollars and twenty five cents to the
complainant and respondents have no reason
to believe and these respondents admit, that
the said William Woodard departed this life after
a very short illness so that legal conveyances
were never passed between the complainant
and the said William in his lifetime by ^{the} tracks of
land mentioned in the complainant's bill - your
respondent Elizabeth Woodard widow of the said
William Woodard with that she is perfectly willing to
part with her dower right in the land claimed by
the complainant provided she can be allowed
to have a similar interest in the land received by
the said William Woodard in exchange. These
respondents have no reason to doubt any of the
facts contained in the complainant's bill and they
are perfectly willing that this honorable court
should pronounce such a decree as the case presents
by the bill and answer may warrant. These
respondents having answered may ^{be} hence dismissed
Elizabeth Woodard
mark
J. J. Heyman

To the worshipful Court of Southampton in Chancery
sitting - Humbly complaining sheweth unto your
worships your orator James Mullikin. That ~~that~~ some
time in the latter part of the year eighteen hundred
and ~~fifteen~~^{fourteen} himself and a certain William Woodard
entered into a verbal agreement to exchange with
each other their tracts of land lying within this County. The
tract of land of which the said Woodard was then
seized and which was to be conveyed to the said Mullikin
in exchange for his tract containing acres
being the same tract which the said Woodard had
theretofore purchased of a certain Josiah Peck
and lying contiguous to the town of Samsalem in
this County. And the tract of land of which the said
Mullikin was then seized and which was to be conveyed
to the said Woodard in exchange for his tract containing
acres being the same tract of land
which the said Mullikin had theretofore purchased
of a certain Lewis P. Hunt lying also in this
County. That the said Woodard agreed to give to the
said Mullikin the sum of two hundred and fifty
dollars provided the said Mullikin would receive
a lease of the said Woodard at the price of one
hundred and fifty dollars, as the difference
in the value of the two tracts of land, which your
orator consented to do. That with a view to the
faithful performance of the agreement thus

verbally entered into between your mother and the
said Woodard they mutually put each other in
possession of the tracts of land so as aforesaid agreed
to be exchanged, and the said Woodard actually
delivered to your mother the horse which he was to
receive at the price of One hundred and fifty
dollars, which said horse your mother has now
in his possession, and in the further execution of the
agreement aforesaid the said Woodard paid the
sum of thirty seven dollars and twenty five
cents leaving a balance of sixty two dollars and
seventy five cents only due to your mother on
account of the two hundred and fifty dollars to
be paid on the difference in the value of the said
two tracts of land. That the agreement between your
mother and the said Woodard having been thus far
faithfully carried into execution nothing was wanting
to its completion but the passing of deeds of conveyance
to each other, and a day further purpose was set
apart by your mother and the said Woodard. but
before that day arrived the said Woodard was
seized with a disease which very suddenly termi-
nated his life. That the said Woodard died without a
will and a certain John Rockwell hath taken out
letters of administration upon his estate. That the said
Woodard left a widow Elizabeth Woodard and seven
children all of whom are under the age of twenty one
years to wit, Sally, Charles, David, William, John

Elizabeth and Amy Woodard. That the said
Woodard widow of the said William Woodard is entitled
to dower in the tract of land of which your mother was put
into possession by the said William in his lifetime, but
your mother believes that the said Elizabeth would have
no difficulty in conveying to them her dower right in the
said, provided she is allowed to have her dower in
the land of which the said Wm Woodard in his lifetime
was put into possession by your mother, which your
mother humbly conceives can be effected by the interposi-
tion of this honorable Court upon the well established
principles of equity that a Court of Chancery will carry
into effect that as done which ought to have been done
and which nothing but an event beyond the control
of the parties could have prevented being done. That
your mother having in good faith performed his part of the
agreement so far as he could during the lifetime of the
said William Woodard is still willing to carry it into
full and complete execution by ~~executing~~ ^{making} any deeds
or deeds of conveyance to the tract of land delivered
to the said Wm Woodard in his lifetime to such persons
as this honorable Court may direct, provided he can
have his title to the land of which he was put into
possession by the said William in his lifetime as paid
to him and provided also the payment of the balance
in the difference between the two tracts of land amounting
to sixty two dollars and seventy five cents is secured
to him. But notwithstanding this anxiety on the part of

your notice to fulfill his agreement has advised
that in consequence of the death of Wm Woodard, the
minority of his children before mentioned and the
title of the agreement Woodard his widow
to her own in the land he is compelled to apply
to this honorable Court for a specific performance
of the contract or agreement herein before set forth
In tender consideration whereof and in as much as
your orator is without remedy save in a Court of
Chancery where matters of this kind are properly and
alone relivable, he prays that the said John Rochelle
advoc of the said William Woodard died.

Woodard widow of the said Wm Woodard died and
Jelly. Charles Davis. William. John. Elizabeth and
Amy Woodard infant children of the said Wm Woodard
did by some friends appointed by the Court to defend
them in this behalf make defense and to hunt
and be compelled to answer all and singular the
allegations herein contained fully and unequivocally
That the said Elizabeth — the widow of the said
Wm Woodard will say whether she will convey her
dower right in the tract of land mentioned in the
foregoing part of this bill provided she is allowed
wherein dower in the land which your orator is ready
to convey according to the directions of this Court. and
your ^{orator} prays that your worships would decree that
the aforesaid infant defendants (after your orator hath
made suit a dower or dower of conveyance as this Court

Milliken - Plff
17
Woodard - Dft } In Chancery

This cause being this day docketed, by consent of parties
and a part of the court came on to be heard on the bill and
answer and arguments of counsel ~~wherein~~ and upon due
consideration thereof had the court doth order adjudge and
decree that the ~~complainant James Milliken~~ legal estate
in fee simple to the tract of land ~~wherein~~ William Woodard was
put into possession ⁱⁿ his lifetime by the complainant in
virtue of an exchange therefore made between them
~~be~~ ^{dependent} in the infant ~~complainant~~ ^{complainants} Sally Woodard
David Woodard Charles Woodard William Woodard
John Woodard Elizabeth Woodard and Amy Woodard
heirs of the said William Woodard and receiving
nevertheless to Elizabeth Woodard the widow of the said
Wm Woodard and her dower right in the same, and
it is decreed that the complainant James Milliken
do make a good and sufficient deed of conveyance
in fee simple to the aforesaid tract of land to the
beforementioned infant dependants and heirs of the
said Wm Woodard and waiving and defending
the title to the same against all and every person
whatsoever. And it is further decreed adjudge and ordered
that the legal estate in fee simple to the tract of
land ~~wherein~~ the said complainant ~~James Milliken~~
was put into possession by the said Wm Woodard in
his lifetime ⁱⁿ virtue of an exchange therefore made

between them be vested in the said James Mellickin
and it is further deemed and ordered that the aforesaid
Elizabeth Wood and widow of the said Wm Wood and do
make a deed of conveyance relinquishing her dower
claim in the said land to the complainant and the
aforesaid infant children and heirs of William
Wood and by the said John Rockwell their
guardian and next friend appointed to defend them in their behalf
do also make good and sufficient deed of conveyance
in fee simple to the aforesaid tract of land to the
said complainant Mellickin Mananting and
defending the title to the same against the claims
of all and every person whatsoever and it is further
deemed and ordered that the claim which the said
Wood and Mellickin hath set on as a fine amounting
to the sum of \$62.75 the balance of the difference
in the exchange of lands shall remain as an
equitable lien upon the tract conveyed by him to
be conveyed to the heirs of Wm Wood and

may descend to the land of which the said Wm Wood
and was put in possession in his lifetime by ~~the said~~
(your estate) and the said Elizabeth - the widow
in case she should consent to take her dower in
the land which was put into the possession of the said
Wm Wood and in his lifetime by your estate should
make good and sufficient deeds of conveyance in
fee simple to your estate in and to the aforesaid tract
of land of which your estate was put into possession
by the said William Wood and in his lifetime, ~~the~~
~~said Elizabeth Wood and the widow~~
~~and the said infant children within six months~~
~~after the expiration of six months to the age of twenty years~~
your estate further prays that your
wishes would grant any other or further relief
in the premises which which may best comport with
the principles of justice and equity and as in duty
bound he will ever pray &c.

John Rockwell guardian and
next friend to Sally Charles
David, Wm John Elizabeth
and Amy Wood and

Millikin }
M }
Woodard } Dec 20

Southampton, March Court 1815

James Millikin ----- Complainant
against

Elizabeth Woodard, widow and relict of William
Woodard dec'd, and Sally Woodard, Charles Woodard
(David Woodard, William Woodard, John Woodard,
Elizabeth Woodard and Anne Woodard, infant
children of William Woodard dec'd, by their
next friends John Rochelle appointed by the
court to defend them in this behalf Defendant.

In Chancery

This cause being this day docketed by consent of parties and assent of
the court, came on to be heard on the bill and answer and arguments of
counsel whereupon (and upon due considerations thereof) had, the
court doth order adjudge and decree that the legal estate in fee simple
to the tract of land of which William Woodard was put into possession
in his lifetime by the complainant in virtue of an exchange there-
before made between them be vested in the infant defendants, Sally
Woodard, David Woodard, Charles Woodard, William Woodard, John
Woodard, Elizabeth Woodard and Anne Woodard, heirs of the said William
Woodard dec'd, reserving nevertheless to Elizabeth Woodard, the widow of
the said William Woodard dec'd, her dower right in the same, and it
is decreed that the complainant James Millikin, do make a good
and sufficient deed of conveyance in fee simple to the aforesaid tract
of land to the before mentioned infant defendants (and heirs of the
said William Woodard dec'd) warranting and defending and defending
the title to the same against all and every person whatsoever. And
it is further decreed adjudged and ordered that the legal estate in fee
simple to the tract of land of which the complainant James
Millikin, was put into possession by the said William Woodard
in his lifetime, in virtue of an exchange theretofore made between
them be vested in the said James Millikin, and it is further decreed
and ordered that the aforesaid Elizabeth Woodard, widow of the
said William Woodard do make a deed of conveyance relinquishing

her dower claim in the said land to the complainant, and the aforesaid
infant children and heirs of William Woodard sec^d by the said John
Rochelle their guardian and next friend appointed to defend them in
this behalf do also make good and sufficient use of conveyances in
fee simple to the aforesaid tract of land to the said complainant
Millekin, warranting and defending the title to the same against
the claim of all and every person whatsoever, and it is further decreed
and ordered that the claim which the said Millekin hath yet unsatisfied
amounting to the sum of sixty two dollars and seventy five cents the
balance of the difference in the exchange of lands shall remain as
an equitable lien upon the tract directed by him to be conveyed to the
heirs of William Woodard sec^d. —

Teste J^r Rochelle Esq

Millekin }
W } Decreed
Woodard & }