

1823-042 SOUTHAMPTON COUNTY
CHANCERY PAPERS

WOODARD VS. JOHNSON'S ADMINISTRATOR et al
6/1823

Other SURNAMES: Evans,
CARR

Hoover

189

Johnson's Am

Bill of Ligation

June 18 07 Bill filed

Rule to dep. Hawer

July ditto

Aug ditto

Feb. Answer filed

Rule to depolice

Apr 1814 Rule to mag

June 16. 1803 decreed to
dispolice unless good cause
shown to the contrary at the
next Court

To the worshipping Court of Southampton in Chancery sitting
Humbly complaining sheweth unto your worships your orator
William Woodard that John Vaughan adm^r of William
Johnson instituted a suit against your orator on the
Common Law side of the worshipping Court upon a
bond executed by your orator to the said William
Johnson and recovered judgment upon the said
bond when your orator was entitled to a credit of
two barrels of Apple brandy delivered to a certain
William Evans late of this County as the agent of
said Johnson at 4/6 per Gallon the said
barrels containing upwards of sixty gallons
In tender consideration whereof and in as much
as your orator is remediless except by the intervention
of a Court of Equity, he prays that your worships
would make the said John Vaughan adm^r as
aforesaid and Mary Evans and Richard Willis
executors aforesaid Evans defendants to this bill and
compel them to say whether your orator is or

entitled to the above credit of brandy at 4/8
p Gallons and your ~~wishes~~ ^{orator} prays that
your worship would injoin all further proceedings
by the parties concerned upon said judgment
so far as the said credit extends. and your
~~orator~~ ^{orator} prays that your worship would grant general
relief and the Commonwealth writ of injunction
commanding &c. and your orator will &c.

William Woodard appeared before me a Justice of the
Peace and made oath to the truth of the allegations
contained in the above bill

June 16th 1807.

Jam. Colwell JP

Vaughan & Ineson

Vaughan

ads

Woodard

Vaughan ad Ineson

ads

Woodard

} Answer

Feb 4 1808 Answer

Filed & Rule to dispose

The several answer of John Vaughan Adm^r of William Johnson
deceased, to the bill of injunction exhibit against him and others, in
the county court of Southampton by William Wood and complainant

This defendant having and reserving to himself, all
and all manner of benefit of exception to the imperfections, incertainties
and insufficiencies of the complainants said bill of complaint, for answer
thereunto, or so much thereof as this defendant is advised by his counsel
is material for him to make answer unto answers and says, That he
knows nothing of the credit of the two barrels of Brandy as mentioned
in the complainants bill of complaint. And that from the best infor-
mation that this respondent can get from others the complainant
is entitled to no such credit. This defendant prays hence to be dismissed
with his cost in this behalf most wrongfully sustained to.

his
John O. Vaughan
mark

Specimen of the County

Shew is to certify that John Vaughan Adm^r of

personally appeared before me Lewis Dupree — a justice of
the peace, in & for the county of Greenville aforesaid, and made oath
on the holy Evangelists to the truth of the above answer. Given
under my hand this 19th day of December, in the year of our Lord
one thousand eight hundred and seven.

Lewis Dupree

Wm Woodard

on
Mr. Solomon's account
& others, the

Owner of
R. Williams, Inc.
Car & Wife.

August 16th 1814 am 7th 1814

The Answer of Rich^d. E. Williams & Mary Carr late
Mary Evans Ex^{rs} & Execution of W^m. Evans Dec^d. and
John Carr who has intermarried with the said
Mary Evans Ex^{rs} as aforesaid, to a bill of injuncti-
on exhibited against them and John Vaughan
Esq^r. of W^m. Johnson Dec^d. in the County Court
of Southampton; - for answer thereto saving to
themselves all & all manner of exception &c.
Said that they these respondents verily believe
from all the information they have been
able to obtain that the allegations contain-
ed in the said bill are wholly untrue as
relates to the two barrels of brandy delivered
by the complainant to the said W^m. Evans,
as part payment for, and on account of the
bond entered into by the said W^m. Woodard
to W^m. Johnson; and that if any brandy
was ever delivered at all, to the said W^m.
Evans, by the com^{pt}. that it was in paymt.
of some other debt - or if not, that it
must have been included in one of the
credits entered on the s^d. bond: there being
two credits on the said bond, either of
which was sufficiently large to have includ-
ed the two barrels of brandy, with payments
of other articles or cash; now does either
credit express in what the payments

were made; nor does the bond, or any other evidence that these respondents are aware of, shew that the said Mr. Evans was the agent of John Vaughan admr. of Mr. Johnson. — These respondents beg leave farther to observe that they think it very improbable that the complainant would have paid any part of the said bond without seeing the credit put on it; a circumstance which strengthens their belief that no such payment was ever made — or if made on any debt whatever, that it must have been some other than the bond here alluded to — the complainant & the said Mr. Evans having had other dealings of various kinds — to wit, Mr. Evans for Rich & Evans — Mr. Evans for Mr. Boykin & Son &c and finally what is conclusive in the minds of these respondents, is that the P. Woodard ought to have made his defence at common law, if he had any just claim to an off-set for the two barrels of brandy; and the P. Woodard of brandy stated to have been delivered in 1803 the year before the other credits on the bond is a farther inducement to believe that if ever delivered at all, & not for some other

debt, that they must have been taken into one of the other credits, since the compt. would have known from having received the said bond at different times, that such credit had been omitted; — and if the said bond was not present at the time of the pretended delivery of the brandy, the complainant would at least have taken a receipt for so much — combining all circumstances together, with the fact that this credit was not claimed until after the death of Mr. Evans these respondents are firmly of opinion no payment was ever made on the said bond to Mr. Evans if he ever did receive any thing in part payment but what is credited on the said bond. — And having answered &c — These respondents pray that the injunction may be dissolved, and they have the benefit of their judgment; and that they may be hence dismissed with their costs &c

August 15th 1814 Rich^d. E. Williams, John Carr, and Mary Carr, formerly Mary Evans, personally appeared before me Just. of the peace for the County of Hampshire and made oath to the foregoing answer, &c. Just. M. C. B.

185
Woodard.

W 3 Deena Mure
Williams & co.

Evans

To July 1814

Executed

J. J. Wardlaw D.
of A. L. Darden & Co.

Scampten May Court 1846

Wm Woodard
att

plth

John Vaughan com. Wm Johnson and
Richd Williams and John Carr and
Mary his wife Executors & executrices
of William Evans deceased — Defts

On
an
Bijr

The defendants Richd Williams
& John Carr and Mary his wife not having
filed their answers therefore it is decreed
and Ordered that unless they appear here
on or before July Court next And answer
the same the bill will be Confessed as
to them the court will proceed to perpetuate
the plth Injunction as to them

Skello

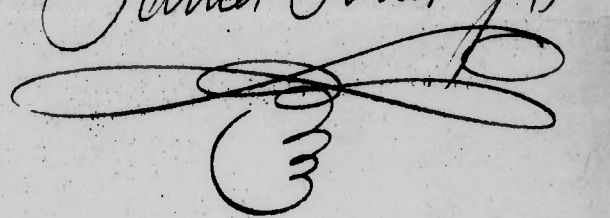
July 21st 1814

This day came Joshua Fort before
me and made oath that the Brecht of one
Hundred dollars Given on the bond that William Woodie
gave to William Johnson living in the State of ~~Northampton~~
North Carolina and County of Northampton is in William
Evans. Own hand write — agreeable to the best
of my belief —

James Jones JP

The affidavit of Josiah Cobb taken this 21st of
July — 1814 to be read as Evidence in the Injunction
depending in the County Court of Sumpter between
William Woodward Opp. & John Vaughan adm^r. of
William Johnson & John Carr and Margaret his wife
Executrix of Rich^d. & William Esqr. of William Evans dec^d.
deft^s. (Notice being acknowledged)
(States that he)

Josiah Cobb sold William Woodward two Barrels of Brandy
at 20 dollars pp. Barrel which Barrels Pro^v. to be a full
Gauge, which was deliver^d. to William Evans, in the
state of 1803 in the month of April ^(of the same day) and W. William
Woodward was Present when I deliver^d. the Brandy to
Evans, and Josiah Cobb also came to Jerusalem to sell
the same 2 Barrels of Brandy and William Woodward
stop^d. him, Saying not sell the Brandy until I
return to you again at which return the S^r.
Woodward and Josiah Cobb Bargain^d. and the Brandy
was deliver^d. to ~~Evans~~ ^{Evans} at 20 \$ pp. Barrel
— and further this deponent saith no^t —

James Jones JP


Woodard }
to } Aug³
Vaughan } Aug Bond

Know all men by these presents that Wm Woodward
and Wm Blair ————— are held firmly bound
unto Pro Vaughan and Wm Johnson —————

4 in the sum of eighty dollars —————
to which payment well truly to be made to the S. Pro Vaughan
and Wm Johnson his heirs executors & administrators we
bind ourselves our heirs executors & administrators jointly and
severally firmly by these presents sealed with our seals &
dated this 7 day of April anno Dom. 1807

The condition of this obligation is such that where as the
S. Pro Vaughan and Wm Johnson hath obtained a judgment
at common law against the S. Woodward

————— for the sum of —————

& costs whereas the above bound

Woodward hath obtained an injunction to
stay the proceedings on the S. judgment & costs ^{as to thirteen pounds nineteen shillings & pence} until the
matter thereof in equity on a bill filed for that purpose can
be heard now if the S. Woodward —————

shall well truly pay or cause to be paid unto the S. Pro
Vaughan and Wm Johnson the aforesaid judgment & costs & also
damages ^{costs} that shall or may arise in case the S. bill shall
be disposed then this obligation to be void or else to
remain in full force & virtue

Sealed & delivered
in presence of
Sam Wells

W Woodward Seal

Henry Blair Seal

Seal