

1783 - 005

Chancery Causes: Robert Tynes vs William Robertson

Isle of Wight County

other surnames: Woodrop
[William Robertson & Company],
Ronaldson, Wardrop, Woddrop

Tynes. Bill
Robertson

Before proper persons, skilled in Accounts, produce
the Original Books ^{& Articles} of the ~~said~~ partnership, & ^{also} make
up & render an Account of all his Dealings &
Transactions as ~~owner~~ the sole manager & acting
partner of the ~~above~~ concern during the time
he hath continued to Act therein - that he may
be compelled to pay & satisfy unto your Co^rs
his personal Sum of £433. 6. 0. so advanced ~~for~~
by him towards the joint Stock of the ~~said~~ Office
as aforesaid together with all interest & ~~profits~~ that
shall appear to have arisen from the ~~said~~ Trade
from its commencement to the dissolution of the
~~said~~ partnership together with interest on your
Co^rs part share or dividend from such Dis-
solution to the time of payment, & that your
Worships will make such further or other decree
as may be consistent with justice equity & the
particular circumstances of your Co^rs.
can may it please V^{rs}

Kells for Co^rs.

William Robertson may upon his Corporate Oath
full true & perfect answer make to all things & demand
the premises as fully & particularly as if the same
were herein again repeated & interrogated & more
especially that he may set forth & discover
Whether there was or was not such agreement & Articles
executed between your Orator the said John Woodrop
& the said William Robertson? What is the date
& purport of the said Articles? Did not such
partnership exist, & continue, & for the
period herein before set forth? Did not your
Orator advance the sum of £433. 6. 8. towards the
joint stock ~~expended~~ for carrying on the said trade.
Was not the same for the space of five years or for
what space of time ~~even~~ wholly engaged & trans-
acted by him the said W^m Robertson? Hath he hath
not possession of the said Original Articles together
with all the Books & papers relative to the said trade
Hath he ever made up & settled ^{or rendered to} with you or Orator
any account of his dealings or transactions as the
sole or an agent as afd. Hath he paid you or Orator
any or what sums of money on account of said
partnership? And that this Court will decree
& Order that the said William Robertson may

& that in consequence thereof ^{several} Houses were erected
& large fargoes of Goods wares & Merchandizes were
imported from Great Britain to the ports & there ^{in the name of W^m Robertson & Co.}
trade was carried on & prosecuted by the said William
Robertson as the sole acting manager of the said
concern for as the Town of Smithfield in this country
for the space of five years or thereabouts - & as your
orator hath great reason to believe with advantage
to the Company & that very large profits arose from
the said trade - that the terms by the said articles
for the existence of the said Company, hath long since
expired & the death of said John Woodroffe hath also
long since happened from which circumstances
the said partnership is dissolved & become void
by your Orator thereby ~~become~~ justly intitled to
his ~~proportion~~ ^{proportion} of the said ~~proportion~~ ^{proportion} of the said
of the said firm of £433. 6. 0 Sterling money
as also to his part share or dividend of all profits that
may have arisen by means of the said partnership
for which purpose your Orator hath both by himself
& his friends made many fruitless ~~applications~~
applications as well to the said W^m Robertson as to
the said John Woodroffe in his life time & requested
them in the most friendly & amicable manner

to render by him up a true & just account of his
transactions as the manager of the said concern
in trade in every respect during the period or
continuance of the said firm in his hands. & pay to
your Orator what may appear to be & well knowing
him as one of the joint partners of the said
Company. But now so it is that it please your
worships, that ~~in~~ the aforesaid Original ~~articles~~
articles of Copartnership - ~~in~~ all Auditors, Books of
Accounts Bonds Bills & especially respecting the
settlement or adjustment of the profits & loss of
the said partnership remain in the custody &
possession of the said William Robertson - who therefore
utterly refuses to come to any settlement of his
trust as the sole acting partner of the said trade
or to ~~render~~ pay your Orator either his principal
sum so advanced as aforesaid or to account with & pay
to your Orator any interest or profit on the said
sum - All which attempts & doings of the said
W^m Robertson are in an utterly fraudulent & equitable
manner intended to the ruin of your Orator & the
utter subversion of justice. But under consideration
whereof & for as much as your Orator is required
by the rules of the Common Law & only releasable in
this worshipsful Court. To the end therefore that the

To the worshipful justices of Islet Wyke
sitting in Chancery

Humbly complaining sheweth unto your Worships
your orator Robert Tyner That sometime about the
year 17 one John William Robertson of this county, John
Woodrop of the county of Gloucestershire now deceased & your
orator, entered into & engaged in a joint trade as
partners & merchants according to certain articles
made & executed between them by which it was
signified & agreed that each partner should pay &
advance & procure ~~the~~ an equal or joint stock for the
carrying on the said trade or merchantry as the
word of Smithfield & each person to share equally
all profits & emolument arising from the said joint
trade which was to continue ~~for ever~~
the space of seven years - ~~which~~ was to be managed
& carried on personally by the said Robertson
who was to have the principal management of
the said stores & books. Your orator further sheweth
that ~~there was~~ according to the said agreement he hath
& then did pay & advance into the hands of the P.
Robertson & Woodrop the sum of £433. 6. 8. Sterling
towards his dividend or share of the joint stock so to be
employed in trade & merchantry as aforesaid

for a final Settlement, but the said Complainant was obstinate & would
 listen to no Proposals, upon which he applied to the said John Waddrop
 with whom in Right of his Father he immediately made a Settlement of
 his Part of the Concern. This Respondent further in Answer says that the
 said Complainant has always had Access to the Partnership Books, & that
 they have been in his own Hands for a considerable Time, by which Means
 he had it in his Power to make himself acquainted with the State of the
 Concern. The Reasons which now prevent a Settlement & which render it
 impossible for this Respondent to make up an Account of the Transactions
 of the Partnership are, that, since the Books were delivered up to him,
 many Suits have been brought against him some now depending in the
 honourable the Genl. Court, some in this worshipful Court for Sterling
 Balances due by the Concern & that there are also a Number of Suits in
 the Province of N. Carolina for Debts due to the same. This Respondent
 acknowledges that no Account of the Transactions of the Partnership since
 the Books have been had in his Hands was ever made up & rendered
 to this Complainant, for the aforesaid Reasons, & he avers ~~that~~
~~that he never had any Intention of~~ that he never had any Intention of
 lying to the Complainant in this Behalf & more hopes that this worship-
 ful Court will not compel him to make a Settlement till the Debts
 of the Partnership are all collected & those due by it are all discharged
 more particularly as he now acts in both these Respects by Consent
 & Direction of the Complainant, & prays to be hence dismissed with
 his reasonable costs &c.

Will Robertson

Sworn to before me this 26th

Day of April 1779

Thomas Peirce

(Scribble)

Robinson
 as
 Answer

Robertson
 ad
 Jones

The Answer of William Robertson Defendant to the Bill of Complaint of
Robert Tyne Complainant

This Defendant saving & reserving to himself all Manner of Benefit &c.
for Answer thereto or to someth as he advised is materia for him to answer,
answereth & saith, that true it is a Partnership was entered into by the
Complainant Robert Tyne, the deceased John Wodroff & this Respondent, in
the Month of November 1759, the Articles of which were executed on the first
Day of June 1760, that the said Partnership was to continue for six Years
from the Time of its first Commencement, & be under the Management of
this Respondent, that the Partners were to be equally concerned, & the Concern
to be carried on under the Firm of William Robertson & Company, that
the said Articles contain Provisos in Case of the Death of either of the
Partners, as by the said Articles now in the Possession of this Defendant
ready to be shewn & to which he begs leave to refer, may appear. This
Defendant further answering saith, that the Goods imported were all sold
off in the Month of November 1762, he agrees that the said Complainant
advanced the said Sum of £400, & ~~the Partnership was conducted~~
~~by him for that Time~~ but in the Month of January 1763 after publicly
advertising that the Partnership was expired, the Books & Debts were put
into the Hands of one James Ronaldson where they remained till September
1765 & in November following were put into the Hands of John Wodroff
Esq. of John Wodroff dec'd who kept them till February 1768 during which
Time this Respondent made frequent Applications to both the other
Partners but particularly to this Complainant for a Settlement of the
said Concern, but he always waived it by telling him that there should
be but one Settlement, which could not then be made because many
Debts due to the Concern were outstanding, & several starting Debts
unpaid, he also represented to him the Injury it would be to him to
be kept so long out of Business, & that he actually had been deprived
of a very beneficial Connection in Trade purely because the said
Partnership was unsettled. Some short Time after this Respondent was
Requested by the said Complainant to take again into his Possession the
Books, which he agreed to, that sometime in the Year 1769 upon another
Offer having been made to him of being concerned in Trade with some
other Gentlemen, he made a New Application to the said Complainant
for

Recorded on William Robertson & John Mackay in the
- Court - John Smith's list

Sept 1771
Robertson & Chas.

Augt 1772

Oct. Time

Nov. Court

Dec. 1772

Domestic Affairs

June 1773

Contd

Sept. 1773

Repts. & Cont. awarded

Oct. 1773

Contd

Nov. 1774

Repts. Contd.

July 1779

Contd & Repts.

Oct. 1779

Contd & Repts.

March 1783

Chas. by Dgth death

George the Third by the Grace of God of Great Britain France
and Ireland, King, Defender of the Faith &c. —

To the Sheriff of Isle of Wight County, Greeting We
Command you, that you Summones William Robertson &
John Wardrop ~~Esqrs~~ ^{and} John Wardrop Decd. to appear before
our Justice of our said County, at the Court house, on the
first Thursday in August next to Answer^r Bill in
Chancery & debited against them by Rob^d Thorne
and their ~~Executors~~ shall in no wise omit under the penalty of £100^{each}
Witnes Nath^l Burwell Clerk of our said Court, at the
said Court house the Eighth Day of ~~July~~ ^{August} 1772. in the
twelfth year of our Reign. —

Nath^l Burwell Clk.