

1816-061 Chancery Causes, William Waller vs William Bennett + James Adams

Dsh of Wright County

other surnames: Addams,
Bennet

Waller - {
is { Bill of inju
Bennett & Co. }

March 1804

bill filed

July 1804

Ans. filed

April 1816

Cont. dismissed

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is nevertheless at law he solicits the intervention
of this court.

To this end therefore he prays
that the said ~~Waller~~^{Waller} and Adams may be made
dependants to this bill of complaint and that they
may on oath full, true and perfect answer
make to all the allegations aforesaid and that
as fully as if the same were here repeated and
by them particularly interrogated - he therefore
prays that the said judgment may be entered
or that y^e worshipps will make any other
order or decree in the premises for his relief
as may seem just &c.

May it please &c.

Richard L. Pryde
p. 2

known to be one and the same.

W. B. Lantall J. C.
24 Nov 2

To the justices of Isle of Wight county sitting in
chancery, humbly complaining sheweth to the court
your orator William Waller.

That he purchased of James Adams
and William Waller a schooner called the saney
Jack for the price of \$200. half of which sum he
paid down in cash, and for the residue he
gave them his bond. That at the time the bargain
was made, it was agreed that the vessel should
be sent to yr. Compt. in a few days accompa-
with a good and legal bill of sale; and that
when the vessel was sent, they omitted to send
such a bill of sale as above mentioned. In
consequence of the bill of sale ^{which they did send} being faulty
and defective, the custom house officer at
Norfolk expressly refused to grant or issue ~~any~~
the papers indispensably necessary to enable
him to sail the vessel. Yr. Compt. alleges
too that the said Vessel remained idle and
totally useless to him for the space of four
months, whereby he conceives that he was
injured and endamaged to the amount of
(at least) eighty dollars. He begs leave further
to represent that the said vessel was sold to him
as being upwards of thirteen ton; whereas in
fact she was but little above twelve. He adds
too that ~~that~~ the ~~Compt.~~ said Adams & Waller
notwithstanding these circumstances have
brought suit, recovered a judgment and
threatens yr. Compt. with an execution
upon the said bond.

In tender consideration
whereof and for as much as yr. Compt.

Adams V. } Ans. 2
and
Wallace - }

respondents Cannot believe the Complainant would
have peaceably sustained a loss of four months
use of the vessel for the Cause stated without
Complaining & seeking redress; indeed they are well
informed that that vessel was kept in pretty
constant use from the time Waller purchased
her untill she was lost. - These respondents deny
having sold the vessel for any particular tonnage
but just as she was, and as she was described
in the papers which he saw at the time he
purchased & received with the vessel, which
as well as is now remembered was between
twelve and thirteen tons. - They are surprised
upon the whole at the Complainant's Conduct,
for after the bond was in the hand of Council
to Collect, Waller solicited further indulgence
from ~~one of~~ these respondents, which was granted
him and the attorney directed by letter, of
which Waller was himself the bearer, to proceed
no further untill further orders. At which time
he stated some of the means by which he purposed
raising the money, and positively promised
payment of the bond. He did not then mention
the bill of sale, nor did ~~any~~ these respondents
hear any Complaints stated untill the Compl-
aints exhibited them in his bill. - These re-
spondents pray him to be dismissed with their
Costs in this behalf so wrongfully sustained.
H.

Sworn to wit

Today James Adams William Ben-
nett personally appeared before me a Justice of
the peace for the said and made oath to the
affidavit so stated in the within
of the 18th June 1821.

John Smith

The answer of James Addams and William Bennett
Defendants to a bill in Chancery exhibited against them
in the County Court of Isle of Wight, by William
Waller. These respondents saving to themselves now
and at all times hereafter the right of excepting to
the Complainant's said bill for the many errors
imperfections and untruths therein contained, for
answer thereto or to so much thereof as they are
advised is material for them to answer unto,
they answer and say, that it is true they sold a
vessel to William Waller, the Complainant for \$200
that the One half was paid down and a bond
taken for the other half, on which the suit was after-
wards brought and judgment obtained, which
the Complainant by his bill has enjoined.

These respondents sent with the vessel when she
was delivered to the Complainant, such a bill
of sale as they considered proper and sufficient,
but least it might not be considered so by Mr Waller
or others concerned they sent him a message by
the person who carried the vessel, that if the bill
of sale was not such as he approved of, they
would execute One of any description he chose
to have prepared. They were always ready and
convenient to Waller, and would most cheerfully
have fulfilled any duty which their said bargain
justly and properly required, but Waller never
mentioned the thing or complained to them or either
of them about the bill of sale. ~~Yours~~ These

Waller

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17.

3 Ann.

Adams

3 June 31

Know all Men by these presents that we William Waller and George
Dorby are held and firmly bound unto James Adams & William Bennett
in the sum of _____ current money of
Virginia, to which payment well and truly to be made, we bind our selves our
heirs executors and administrators jointly & severally firmly by these presents
Sealed with our Seals dated this 5th Day of January 1804

The consideration of the above obligation is such that whereas the said James
Adams &c. hath obtained a Judgment at common law, against the said
William Waller in the County Court of Isle of Wight for

£ costs, - and the said William Waller
hath obtained an injunction to stay the execution of the said Judgment
until the hearing of the matter in equity upon a bill for that purpose filed, &
therefore the said William Waller shall satisfy and pay the said Judgment
at common law and all costs & damages that shall be awarded to the said
James Adams &c. in case the said Injunction shall be dissolved, that then
the above obligation to be void, else remain in full force & Virtue.

Signes & Seals of
In presence of
Bath^{as} Lightfoot

William Waller Seal

George Dorby Seal