1820-027 Chancery Causes : Thomas Hardy, James Atkinson v ux v d vs William Ward v James Coote

Isle of Wight County

In Tender consideration whereof and for as much as your Complts are without remedy at law they solicit the aid of this Court—

To the end therefore they may that the said William Ward and the said James Coats if not that his heirs when discovered may be made defts to this bill of complaint and that they may upon their corporal oaths full true and perfect answer make to all and singular the allegations aforesaid, and that as fully as the same were here repeated and they thereto particularly interrogated— May lastly may that the said Court will decree that the said William Ward deliver to them the possession of the said land and pay a reasonable rent for the same from the first day of January 1800. and that the said Coats when discovered or his heirs may be decreed to make and execute to them a compleat legal title to the same. or that Yr Worships will make any other order or decree in the premises for their relief that may seem just &c

May it please &c

Richd Wm Byrd
Pt

Atkinson &c
vs
Ward &c } Bill
} Receipt

Atkinson and Wife &c
vs } Bill
Ward &c }

November 1805
Bill filed

May 1806
Answ filed

May 1820 dismissed

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To the Worshipful court of Isle of Wight county in chancery sitting humbly complaining, sheweth to the court your orators and oratrix Thomas Hardy, and James Atkinson and Elizabeth his wife and Samuel Hardy an infant who sues by the said Thomas Hardy his next friend.

That in the year 1788, James Coots formerly of this county, sold a tract of land lying within the jurisdiction of this court to a certain William Hardy for the sum of £150. That the said coots received the said sum of £150 as will more fully appear by his receipt hereto annexed and prayed to be taken as a part of this bill, and by other evidence which your orators and oratrix will in due time furnish. That the said Coots put the said William Hardy in possession of the said land in 1788 which he retained until his death which was in 1798 or 1799, and after his the said William's death, his widow retained possession of it about two years and then rented it to a certain William Ward who now holds. That the said Ward for some time paid her rent for the same unto aforesaid administrator of the estate of the said [illegible] and now holds the same as aforesaid and refuses to deliver it to yr. Orators and oratrix. They add that the said Coots was to have executed a deed to the said William Hardy but he (Coots) went away soon after the said contract and has never been heard of since.

Your complts add that they are the only persons intitled to the said land as heirs to the said William Hardy, to wit, Marilla Hardy his mother has released any right she may have to the same in a regular and legal manner. They prove this by the following statement, to wit, That William Hardy died intestate leaving a child who died an infant very soon after his death. That he left only two brothers and no sister. That is to say, Richard Hardy and Thomas Hardy. That your complt Thomas is the only son of the said Richard Hardy. That your complts Elizabeth and Samuel are the only children of the said Thomas Hardy. That the said William descended to his infant child from the child to your complts. They add that notwithstanding this fact, the said Ward refuses to deliver up the said land, nor can your complts recover possession of the same without the aid of this court.

All Available Text Successfully Captured

Wait
adf
Atkinson & Answer.

(Isle of Wight Court.)

that it would be prudent and proper for him to gain the possession of the land.

With Regard to the contract ~~made~~ pretended to have been made by Col. William Hardy in the year 1780. for the purchase of the land aforesaid this respondent knows nothing of it neither has to the value or payments or price agreed upon if indeed any bargain was ever made. True it is that a scrip of paper is adduced by the complainant, which they produce as a receipt ~~for the~~ in part payment of the consideration money.

Your Respondent knows nothing of the consideration of that receipt or in fact that the receipt adduced is the receipt of Coots, but he presume that the complainants will prove the execution which will be insisted upon to the satisfaction of this worshipful Court. He cannot believe that this Court will comply with the prayer of the complainants bill by the delivery of the scrip and payment of rents nor can he suppose that they will be held out without security by the complainants.

Your respondent has understood and has reason to believe that although the receipt which is held by the complainants and stated to have been given for the purchase of land, that no money was ever paid, and that the reason why no conveyance of the fee or other Estate held by Coots in the land was never executed arose from the circumstance just mentioned. That he has understood that Coots before his departure from this state often declared that no deed should be executed by him until the money was paid. Under all the circumstances your respondent cannot conceive it possible, that the claimants have the smallest transitory fleeting shadow of title and that this worshipful will not decree, in conformity to the prayers of the petitioners.

your respondent begs leave further to represent that he has been paying the taxes on the said land for several years and still continues to do so. That the said Coots is also indebted to your respondent and your respondent prays that he may be hence dismissed &c. and deny all fraud & combination &c.

Charles L. D.

Albemarle County to wit

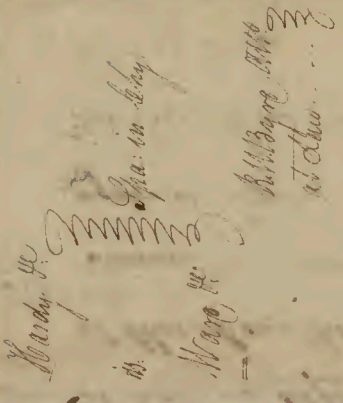
Personally appeared the above named the foregoing Answer personally appeared before me a Justice of the peace for the county aforesaid and made oath that the foregoing fact, as far as they relate to himself are true, and as far as they relate to others he believes them to be true. Given under my hand this 5th Day of May 1806.

Robt Eley

The Answer of William Ward administrator of James Coots to the bill of complaint exhibited in the Worshipful Court against him by Thomas Hardy, James Atkinson and Elizabeth his wife and Samuel Hardy an infant by Thomas Hardy his next friend.

This respondent now and at all time hereafter saving and reserving to himself all benefit of advantage to be had of exceptions to the many uncertainties insufficiencies and false allegations in the complainants said bill contained for answer thereto or unto so much thereof as he is advised is material or necessary for him to make answer thereto answering saith.

That it is true that one James Coots a foreigner a number of years since resided in the county of Isle of Wight and held an interest in a small tract or parcel of land in said county, that after remaining here the exact time he does not recollect, the said Coots betook himself off to some distant county and from thence departed from the United States for some foreign dominion and such has been the length of time since his removal from this track of country, that a legal presumption has arisen long since of his death. That letters of administration have been granted to your respondent and he is occupied in discharging the various functions attached to his office. That he was advised that a Coots had no heirs in this country



Executed on Wm Ward & James Coots Not found

H. W. Applewhaite D.S. for

W. Wells Sh. Ff

The Commonwealth of Virginia to the Sheriff of Isle of Wight County Greeting; we Command you that you Summon William Ware and James Cook

To Appear before the Justices of our County Court of Isle of Wight at their Courthouse of said County, on the first monday in ~~September~~ November next, then there to answer a bill in Chancery against them Exhibited by Thomas Hardy, James Atkinson and Elizabeth his wife - and Samuel Hardy an infant by the said Thomas Hardy his next friend

and this they shall in no wise omit under the penalty of £100 each And have then there this writ. Witness Nathaniel Young Clerk of our said Court, the 27th day of July 1805 and in the 30th year of the Commonwealth

Nath. Young

1787 Dec. 1

Rec.d of Mr. Wm. Hardy £110-15- in part of
Payment for a Tract of Land
Rowe's Farm Cork