

1832-001 Chancery Causes. Robert W. Young VS Arland P. Hines 'adm'r

Isle of Wight County

Other surnames: Simmons,
Little, Jarrett, Moore,
Hobbs

Young
100
Hunt (Jr.)
The above

Young

vs.

Bill

Hunt's Admors

83.

September 3rd 1827 leave
given & bill filed

October 22nd 1827.

Ans^r filed

May 5th 1828
affidavit of Parham H.
Robts filed

November 21st 1828 affidavit
of Sampson Little filed

March 6th 1832 Injunction
perpetual as \$500 - and deposits
as to \$33.60 with 6 percent interest
from the 20th Dec^r 1826 till the 10th
of Aug^r 1827 and 10 p^{er} cent. &
Exp^s for the same with costs

in consideration of the said Shires was in the
difference in value between his gig and
the new one (which was to have been a first
rate single seater) with which he was
to have been furnished in lieu of it by the
said Shires, - that your Orotor applied to
a certain Daniel W. Simmons the admi-
nistrator of the said Shires and offered to
pay the said note, provided the said agree-
ment in consideration of which it was
given ~~was given~~ was fully carried in
to effect by him for the said Shires;
but the said Simmons, instead of ful-
filling the agreement of his testator, com-
menced a suit in the said note, and the
return ~~made~~ to the transaction having re-
cently, and before the said suit was brought
left this state and removed to the western
country, your Orotor, not exactly know-
ing in time where this evidence was to
be obtained, was deprived of the means
of defending himself at law and judge-
ment was rendered against him at the
last August court of this county by de-
fault, and an execution has as is expected
to issue against your Orotor for the amount
of the said note with interest and costs, a-
gainst which your Orotor no remedy with-
out the interposition of this worshipful
court in his behalf.

In tender consideration whereof your Orotor
prays that your worship will enjoin
the judgement and execution aforesaid un-
till the matters herein can be fully heard in
in equity. - That the said Daniel W. Sim-
mons administrator of the said Shires, be made
defendant hoto, and be compelled to an-
swer the premises and allegations here-
in contained as fully and distinctly as if
the same were ^{again} repeated and be thereupon
particularly interrogated. And that your Orotor
may have such other and further re-
lief in the premises, as may be agreeable
to equity, and to your worship may
seem proper. And may it please your
Worship to grant &c. &c.

Affirmed by the
Plaintiff

We of Wight County, to wit:

Personally appear-
ed before me a justice of the peace for the coun-
ty aforesaid Robert W. Young and made oath that
the matters and things contained in the above writ-
ten bill of injunction so far as they depend on
his own knowledge are true and so far as they de-
pend on the knowledge of others he believes them
to be true. Given under my hand this 10th day
of August 1827 -

James W. D. D. S.

To the worshipping Justices of the court of
the County of Wright in Chancery sitting.

Thumby complaining sheweth unto your
worships your Oorator Robert W. Young, that
sometime about the 23^d day of March 1826
he agreed with a certain Roland P. Shires of
the county of Tupper to exchange a horse and
gig which your Oorator then had for a horse
of the said Roland P. Shires and a new gig
which the said Shires was to make and
furnish to your Oorator in about six
weeks, and in consideration of the dif-
ference in value between your Oorator's
horse and old gig and that of the horse and
new gig to be furnished by the said Shires
your Oorator agreed to pay to the said Shires
the sum of \$83.60, that pursuant to this
agreement your Oorator and the said Shires
did exchange horses, and your Oorator at
the same time, to wit, on the 23^d of March
1826, without reflection executed his note
to the said Shires for the said sum of \$83.60,
that very shortly after and before the said
Shires had fulfilled his agreement by fur-
nishing your Oorator with a new gig in-
stead of his old one the said Shires died, your
Oorator further states and alledges that his
old gig was at the time of the said agree-
ment much worn and broken and that
~~the~~ the whole or very near the whole of

Stimulus ad mori!

ad: 3 annu

No. 17 young

to be filed provided
an opinion could
say for her piece -

Wm. W. W.

he applied to the plaintiff young for payment
which he refused and thereupon this Sept.
put the bond into the hands of Counsel for
suit as he thought it his duty to do. ~~That~~
he this defendant is wholly ignorant of
the circumstances related by the couplets.
He, and requiring strict proof of the
allegations and charges therein contained
he wishes that he ought longer to be kept out
of the amount of his judgment at law
remains as aforesaid. ~~Content~~ that the
Court of Chancery has no jurisdiction of
this case and prays that the complainants
injunction may be speedily dissolved that
he may have his execution and that his
answer be prays hence to be dismissed
do (signed) Daniel Simmons

Attestation
for the defendant

County of Supton to wit: This day
came before the subscriber clerk for the
said County, who made oath that the
 foregoing answer contains the truth so far
as it depends upon his knowledge & that
so far as it depends upon the knowledge
of others he believes it to be true. Given
under my hand this 15th day of Oct^r 1844 —

Reuben Griffin J. C.

To the County Court of Shelby County in chancery
sitting - The answer of Daniel C. Simmons
administrator of Arland P. Kins, dec'd to a
bill of injunction exhibited against him in
the County Court of Shelby County by Robert W. Young.

This defendant having and reserving to himself
now and at all times hereof to all manner of
benefits & advantage of exception to the errors &
imperfections in the complainant bill as laid
for answer says, that shortly after the death
of his intestate Arland P. Kins, late of the
County of Tupper he took administration
upon his estate and in that character he
came into the possession of a note or writing
obligatory executed by Robert W. Young the
complainant upon which he caused a
suit to be instituted in the County Court of
Shelby County and he is informed that it is true
a judgment was rendered in his favor of \$⁵⁰
the said Robt. W. Young upon the said note
which he supposes is the same accused to by
the complainant. This respondent at the time of
the receipt of the said obligation by him as a debt
was and now is entirely ignorant of the
~~equitable~~ existence of any equity on the part
of the complainant; the obligation seems to
have been given for value received & the
consideration if for the exchange of a horse
and/or for any other exchange with him,
said note appear upon the face of the instrument

original

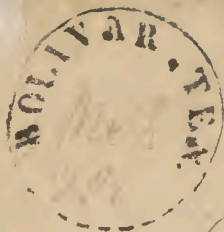
To Mr. Robert W. Young. Take notice, that on
the first Thursday in April next, at the
town of Cyrus Dill and in Sussex County,
between the hours of 8 o'clock in the morning
& 5 o'clock p. m. of the same day, I shall
take the affidavits of John Moore and
others, to be read as evidence in the suit
in chancery in the County Court of Ich of
Wight in which you are complainant
I am Defendant &c. Yours &c.

March 16. 1829 -

Wm. W. Simmon,
att. of said land &c.

Stamford County Md.

This day came before me the subscriber a justice
for said County, John B. Day, who made oath
that on the 24th day of March 1829 he delivered
to Robert W. Young a true copy of this notice, given
under my hand this 24 day of March 1829 -
Sam^l Corbells



Received April 18th 1828

Doct^r Robert W. Young
Smithfield
Islewright County Va

8360
52
33.60

Hardman County, Tennessee, March 17th 1828

My Dear Friend Young

Your letter directed to my Brother Kinch & myself, bearing date the 20th of Jan, & post marked, 6th Feb, I received about two weeks past. It afforded me great pleasure to hear from you - but am sorry to learn, that there is a probability of ^{your} saying an unjust claim, therefore any assistance, which I can render you, will be done with the greatest pleasure, but I am afraid my friend you have let the time slip, as my truly affectionate Brother who knew more of the bargain relative to your & Kinch's trade, than I do, is now no more - He left us for Virginia about, 1st of Dec last, in order to attend to my unsettled business in that Country, & I was in hopes you would see him during his stay there & get him to render you any assistance, which he was capable of - but a few days after yours came to hand, I rec'd a letter from Jasper bearing the painful intelligence, of his Death -

This news have so completely overwhelmed me in sorrow, placed in such a disagreeable situation, is one cause of my not writing, & another reason for my delay is, the difficulty of getting ^{my} business together in this Country, but God forbid that I should refuse at any time to speak in the cause of justice. I therefore according to ^{your} request my Friend, send ^{you} inclose with this, my affidavit, & I hope it will be there in time to answer your purpose, & if it should not, I trust my friend if you were only acquainted with my distressed mind & almost broken heart, you would pardon the delay - In consequence of my Brother's Death, my business is left in that situation both here & in Va, that I expect to return again, with the remainder of my little distressed family to Va, & if it be the will of God I expect to get in, about the last of May -

For your offer to serve me any way in attending to any business which I might have there please accept my thanks ^{my} I am truly sorry you did not get the affidavit of Brother & myself before we left Va,

& now with the most sincere wishes for your Temporal & eternal Happiness, I subscribe myself, Sir your most Obedient servant

Dr Robt M Young

Mrs Hobbs desires to be Remembered to you & family & eternal Happiness
wishes to see you very much for your health & prosperity here
in the morning above. Please accept her wishes & adieu.

State of Tennessee

Hardiman County (to wit)

The affidavit of Parham. M. Hobbs, of the County and State aforesaid taken this 18th day of March, 1828 before Alm. J. Robinson & A. Stupps two of the acting justices of the peace in and for the County, to be read in evidence in a certain Exjunction, in Chancery depending & undetermined in the County Court of Isle of Wight, in the State of Virginia in which Robert. W. Young is Complainant and Daniel Simonons Administrator of Anland. P. Hines is defendant: The said Parham. M. Hobbs, being of lawful age, and duly sworn, saith, that in the month of March or April in the year 1826 he was a resident of the County of Super, in the State of Virginia, that Doctr. Robt. W. Young, came to his house, & while there he the said Young, & certain Anland. P. Hines, swapped their Horses & gigs on the following terms, Hines was to repair the said Youngs gig which was broken, and to give him his horse, and to make and deliver, to the said Young on the 1st of Thursday in June next following (it being Court day, for the County of Super) the neatest and best single gig, that he the said Hines, was capable of making (Carriage and gig making being his profession) that in consideration of which, the said Young was to give the said Hines his horse, and his note, or obligation for the sum of Eighty three Dollars & sixty cents or thereabouts, and on the delivery of the new gig, by the said Hines, to the said Young on the above mentioned first Thursday in June next following, the said Young was to deliver to the said Hines, his old gig that day repaired; The Exchange of Horses was made immediately, & the note or obligation for the aforesaid sum was also given by the said Young at the same time, that altho there was no condition, or stipulation as to the delivery of the gig, to be made by the said Hines, for the Young, mentioned in the said note or obligation, it was expressly understood, & mentioned by the said Hines & Young, that if he the said Hines did not deliver, the new gig to the said Young, according to the aforesaid terms, that the said note or obligation, was to be void & of no effect: He, the said P. M. Hobbs further states that the said Hines died very soon after, & did not deliver the gig according to his promise, & agreeable to the bargain above stated; and that the Horses exchanged by them, according to this affiants opinion, was not of Equal value, as he thinks, at the time the Horses were Exchanged, the Horse which the said Hines Recd. of the said ^{Young} was worth \$20⁰⁰ more than the Horse the said Young Recd. of the said Hines.

sworn to & Subscribed before me on the day & year above written

Attest J. C.

J. M. Robinson

A. Stupps

This day came before me a justice for south-
ampton County Sheriff Little who made
oath that he let Aialand Kinner late of
super ~~have a~~ white horse in
trade ~~for~~ some time in the year 1825
which he is informed the said Kinner
let be Robert W going then of super have
in exchange for a horse with a flaxen
maned - that he thinks there was a
difference of about seventy dollars
he thinks the white horse was worth
one thousand and twenty dollars
and the flaxen maned horse was
not worth more than fifty dollars
given under my hand this 18th of
Nov. 1826

James Kinner

(Jp)

Nov 2, 1891

King's adv.

Chy -

Ble of night

Southampton Locusts &c.

The affidavit of Ransom or Little
taken at the ~~town of~~^{clerk's office} ~~Spring~~ ^{Wagon}
in said County, to be read as evidence
in the suit in Chancery in the Court
County of Ind. at right is which R. H.
W. Young is plaintiff: Henry's ad. suff.

This affiant says that he knew a
 horse which ^{he understands} Dr. Doug got of Mr.
 Arkand & Kears. That the said Little
 owned the said horse & let Kears
 have him; he was a white horse
 and at the time this affiant
 let Kears have him he was worth
 from \$100 to \$120 & more he and
 of his leg injured after he parted
 with him & before Dr. Doug got him
 the let Kears have him he thinks
 in 1825 perhaps the price; -

Given under my hand as a
justice of the peace this 16 day
of May 1831 sworn to by
said Susanna Little

Chris. A. Brown

Sp

To the Clerk of the County Court of
Sale of Wright

Wm. Young Esq.

Came to hand 11th May 1829 under seal

The Depositions of John Jarrett Mccayah Ellis and
Wm^d Dobie taken at Cyrus Dillards Tavern in
the County of Super between the hours of eight
o'clock AM and five o'clock PM agreeably to
Notice to be read in evidence in a suit
in Chancery young Complainant against
Gerronous ~~def~~ adm^r of Hines dec. in the County
Court of Isle of Wight.

Question by Defendant. ~~Is John Jarrett~~
~~What do you suppose to be the value of the Horse~~
which Hines swapped away to young
Answer by John Jarrett. - At the time I (the
said deponent) owned him I estimated his value
at one hundred dollars. and agreed to let
m^r Dobie have him when he belonged to me
at whatever may? Dillard said he was worth
who valued him at one hundred dollars
but I afterwards traded him away.

Answer by Mccayah Ellis. - I think
the Horse was worth a hundred dollars at
the time of the swap. that Mr Jarrett
owned him. but I know nothing of his
value at the time of the trade between
young Hines. -

Answer by Wm^d Dobie. the same
as that of Mccayah Ellis. - he moreover
deposed that he ~~agreed to give~~ ^{was willing to} give one hundred
dollars for the Horse when he belonged to
Mr Jarrett. -

and further the said Deponents
say not Taken before us - two of the
Commonwealths Justices for the County
of Super. Given under our hands
and seals on Thursday the 2^d Day of
April 1829

Geo. Blom Jr (Seal)
" "
W. Harrison J. P. (Seal)

The depositions of John Moore, Henry Moore and
Charles Magee
taken at Cyrus Dillards Tavern in the County of Super
between the hours of eight o'clock P.M. and five o'clock
P.M. agreeably to notice to be read in evidence
in a suit in Chancery. young against Gerronous
adm^r of Hines. in the County Court of Isle of Wight
Question by Defendant. ~~Did you know the horse~~

What do you consider to be the value of the
said Horse rec'd by Ireland Hines from Doctor
Robert M. young at the time he rec'd him. -
Answer of John Moore. - I do not suppose him
to have been worth more than fifty dollars. -

The same question was then propounded to Henry
Moore. who gave the same answer
and likewise to Charles Magee who also concurred
in the same answer. - and further
these deponents saith not. Taken before us
two of the Commonwealths justices for the said
County of Super. Given under our hands
and seals this 2nd day of April 1829

Geo. Blom Jr. (Seal)
" "
William Harrison J. P. (Seal)

Young

Ad. 3 Inj. 1000

Adm. 1000

Know all men by these presents that we Robert W. Young and Nathaniel Young
of the County of Isle of Wight are held and firmly bound unto Daniel Simmons
Administrator of Airland P. Wines decd in the just and full sum of
current money: to which payment well &
truly to be made, we bind our selves our heirs executors and Administrators
jointly and severally, firmly by these presents Sealed with our Seals and
dated this 15th day of September 1827.

The Condition of the above obligation is such that whereas at a Court
held for the County of Isle of Wight the 5th day of August 1827. The said
Daniel Simmons Administrator of Airland Wines decd in the said Court
obtained a judgment at common Law against the said Robert W. Young for
eighty three dollars and sixty cents with 6 per cent interest from the forth day of
January 1827 till paid and seven dollars and forty nine cents and the said
Robert W. Young hath obtained from the Court of said County ~~an injunction~~
to stay the execution of said judgment until the hearing of the matter
in Equity upon a bill for that purpose filed: If therefore the said
Robert W. Young shall satisfy and pay the said judgment at common
Law, and all costs and damages that shall be awarded to the said
Daniel Simmons Administrator as aforesaid in case the said ~~injunction~~
shall be dissolved, then the above obligation to be void, else remain in full
force & Virtue —

Witness
My hand

Robert W. Young Seal

Nathl Young Seal

R. W. Young

De

73. Henry

4.00

Ro. W. Young to Airlaid Hines & Co
1826

March 24 th To putting in second handed shingles	\$ 250
To Repairing Old Iron Works	1.50
	\$ 4.00