

1774-005

Chesterfield

Chancery Papers: Robinson v Wilkinson

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RECORDS REQUESTED: COLLECTION/ RECORD GROUP	<u>Chesterfield Chancery</u>
SPECIFIC RECORD REQUESTED	<u>1774-00 5</u> <u>Robinson v Wilkinson</u>
ACCESSION NUMBER OR MAP CALL NUMBER	<u>B&amp;Z B011670</u>

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PULLED BY: (NAME)	NUMBER OF ITEMS:				
RETURNED BY: (NAME)	STACK <u>4</u>	AREA <u>F</u>	ROW <u>17</u>	SECTION <u>11</u>	SHELF <u>3</u>

others surnames: Blaikley, Robertson, Wilkeson

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To the worshipful the Justices of  
Chesterfield County sitting in Chancery

Humbly complaining sheweth unto your worship your  
<sup>the Plaintiff</sup> ~~the Plaintiff~~ <sup>James Robinson</sup> ~~James Robinson~~ <sup>James Robinson</sup> ~~James Robinson~~ <sup>James Robinson</sup> ~~James Robinson~~  
~~that~~ <sup>that</sup> James Robinson your ~~son~~ <sup>son</sup> ~~son~~ <sup>son</sup> ~~son~~ <sup>son</sup>  
~~being~~ <sup>being</sup> in his lifetime & at his death seized and  
possest of a considerable Estate did make his last will  
& Testament in writing bearing Date on or about the  
~~24th~~ <sup>24th</sup> ~~of~~ <sup>of</sup> ~~November~~ <sup>of</sup> ~~1757~~ <sup>1757</sup> and therein did appoint his wife Mary  
~~his~~ <sup>his</sup> ~~sole~~ <sup>sole</sup> ~~and~~ <sup>and</sup> ~~exclusive~~ <sup>exclusive</sup> ~~executrix~~ <sup>executrix</sup> who proved the same in this worshipful  
Court. And your Honor sheweth that his said  
Testator by his said will devised unto his said wife Mary  
the use of the Plantation whereon he then lived during  
her natural life, & after her death unto his son George  
that there had been formerly a valuable Grist Mill belonging  
to the said Plantation partly built on the said Land & partly on  
an Acre of Land for & granted according to the Act of Assembly  
on the opposite side of Swifts Creek. That the said Mill  
some short time before the death of the said James was  
totally destroyed by the overflowing of the said Creek and  
so continued in that state till some time after the death  
of the said James when your Honor conceiving it would be  
greatly to the benefit of his said brothers Estates if preserved  
the said Acre of Land to his said son George <sup>from</sup> ~~from~~  
preventing to the former Owner did propose to the said  
Mary to rebuild the said Mill at <sup>the</sup> ~~the~~ <sup>expense</sup> ~~expense <sup>of</sup> ~~of~~ <sup>her</sup> ~~her  
provided the Children might have the sole benefit thereof  
to which proposal she readily agreed, and thereupon  
your Honor in confidence of the above Agreement of the  
said Mary with your Honor your Honor immediately agreed  
with a Willwright who rebuilt the said Mill & finished  
her so that she was a working Mill the 23<sup>d</sup> November 1758~~~~

and

and as such hath continued to this time During all which  
time the said Mary hath received the Profit of the said  
Profit of the said Mill without paying to you or any  
whosoever of the said Custom or any other person for their  
any part of the Profit of the said Mill. And you  
ought of well to show that the said Mary hath intermarried  
with the said Thomas within your view  
for any way be made Party & Debt and hath frequently  
applied to them in a friendly manner to make up and  
acc. of the Profit of the said Mill & pay you or  
the said Thomas & Mary being in Possession of  
the said Mill & has continually received the Profit  
thereof as in all Equity & conscience they ought to do.  
But now so it is may it please your worship the said  
Thomas & Mary combining & confederating themselves  
& with diverse persons unknown to you or whose  
names are not known to you or any other Party  
Debt in order to Oppress & defraud you. Praying that  
as the said Mill was devised on the Lands devised to the  
said Mary the same should be subject to her control and  
Disposition whereas you or any other Party during  
her widow-hood relinquished all title & benefit to the  
same. and that such Account ought to be carried into  
Execution in a Court of Equity. In Testimony  
whereof I for as much as you or  
in Circumstances can only be relieved in a Court of  
Equity &c. To the said Thomas that the said Thomas  
with in full & Mary his wife on their Conjugal Oath  
may have & perfect Assurance to all & in full  
the Possession and they may be relieved to acc. of the  
or the Profit as above said & that you or any may have all  
such further & other Relief in the premises as

The joint and several Answer of Thomas Wilkinson  
Clerk and Mary his wife Defendants to the Bill of  
complaint of George Robertson James Robertson & John  
Robertson Complainants

These Defendants now & at all Times hereafter saving to  
themselves all manner of Benefit & Advantage of Exception to the  
many Incertainties & Imperfections in the said Complainants  
Bill certainly for Answer thereto or to so much thereof as these  
Defendants are advised is material for them or either of them to  
answer unto <sup>answer</sup> And first the said Defendant Mary  
answereth and saith she admits it to be true that James  
Robertson her late Husband & Father of the Complainants  
did make such Last Will & Testament in writing as mentioned  
in the Bill and thereby did devise unto this Defendant the Use  
of the Plantation whereon he then lived together with part of his  
Tract of Land thereunto belonging, During her natural life and  
at her Death unto his son George in Fee-simple, as by the second  
clause in the said Testament will more fully appear & to  
which this Deft begs leave to refer. That there had been  
a Water Mill on the said Plantation, which some  
Time before the Death of the said James Robertson was almost  
totally destroyed <sup>and was</sup> by the overflowing of the Creek on which  
it stood. That soon after the Death of the said James - John  
Robertson the Executor of his Will aforesaid, came to the House of this  
Deft and brought with him one Wm Blakely, and both of  
them earnestly importuned this Deft to make a Conveyance  
of her Right and Interest in the said Mill, <sup>place</sup> and produced to  
this Deft a Deed or Instrument of Writing for that purpose  
which this Deft positively refused to sign and would by no  
means consent <sup>that</sup> the said Mill should be either repaired or  
and

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Rebuilt at the Expense of the said Decedent's Estate, unless  
the said John would agree to have the same done for the  
particular use and Benefit of this Defend<sup>t</sup> and her  
Children, which he would not consent to. And thereupon  
this Defend<sup>t</sup>, as she always conceived she had (under the  
before recited Clause of her said late Husbands Will) the  
sole Right of repair, repair, rebuilding the said Mill, or of  
making any other Improvement on the Land & plantation is  
as aforesaid devised to her, for her own particular Endowment,  
Did apply to several Workmen to repair & rebuild the said  
Mill, but they being at that Time engaged with other people  
could not undertake it, and this Def<sup>t</sup> was at last advised  
to send for and employ one Jarratt a Mill-wright living  
then in New Kent County - to whom this Def<sup>t</sup> sent Charles  
Cooper one of her Neigh<sup>rs</sup>. That the said Cooper at  
this Defend<sup>t</sup>'s particular request & in her behalf did  
go to and did employ the said Jarratt to perform the said  
work which was by him accordingly undertaken and  
the Mill finished and set to work at this Defend<sup>t</sup>'s own  
proper Expense, she having directed John Robertson the  
s<sup>t</sup> Executor to pay unto Jarratt's widow the sum of Thirteen  
Pounds (which was the sum her Husband became indebted  
to for his work about the said Mill) out of a Legacy of  
Fifty Pounds due to this Defend<sup>t</sup> from the said Decedent's  
Estate. That this Defend<sup>t</sup>, as she thinks she had a just &  
lawful Right to do, did afterwards receive & take the  
Benefit arising from the said Mill and the same were  
expended in her Family while all her Children by the  
said James Robertson lived with her. That in the  
year 1760 this Def<sup>t</sup> intermarried with the Rev<sup>d</sup> Mr. Tho<sup>s</sup>.  
Wilkinson

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Wilkinson the other Defend<sup>t</sup>, who in the month of  
November in that year became possessed of the aforesaid  
Land, plantation and Mill, in right of this Defend<sup>t</sup>, &  
took upon himself the Management thereof  
And the said Defend<sup>t</sup> Thomas Wilkinson for himself -  
anoverseth and saith That when he came to the possession  
of the Land & plantation in the Title mentioned, which  
was in the month of November 1760, there was thereon  
a water grist Mill - That some time in the year  
following the Dam of the said Mill was carried  
away by the overflowing of the Creek, whereupon  
this Defend<sup>t</sup> applied to the afd<sup>r</sup> John Robertson the  
Executor and acquainted him with the Condition  
in which the said Mill was, and told the s<sup>t</sup> John  
that if he had any claim, as this Def<sup>t</sup> had been  
informed he had - in behalf of some of his Testator's  
legatees, that he was then at liberty to rebuild the  
Dam, but the said John would have nothing to do  
with it. That some time in the succeeding year  
(1762) this Def<sup>t</sup> caused the said Dam to be rebuilt  
with Plank. That about this time being informed  
that the said John Robertson had not paid the Thirteen  
Pounds to the Mill-wright, as mentioned in the Answer  
of the Def<sup>t</sup> Mary, agreeable to her direction and  
intention, and when she expected that the said sum  
had been placed to her Credit as part of her Fifty or  
Pounds Legacy afd<sup>r</sup>, the said John had charged his  
Testator's Estate with it on for services done the Estate  
and

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and not for her, this Deft thought it necessary  
 to avoid any after dispute w<sup>ch</sup> might happen in  
 relation to the payment of that sum, which he  
 conceived no person was <sup>him</sup> subject to the payment  
 of but himself as a debt contracted by the Deft Mary  
 to pay the same again and did accordingly make  
 a tender thereof by the hands of one the same  
 That in August 1764 a suit was commenced in this Court  
 by the s<sup>d</sup> John Robertson in behalf of the Compt<sup>s</sup>, to compe  
 this Deft to account for the profits of the said Mill - which  
 suit being continued until August 1766, abated by the death  
 of the said John. That in the same year, after the suit had  
 abated, and as this Deft believed was altogether discontinued  
 and ended, - the said Mill & the House & Barn thereto belonging  
 were so much damaged by the Creeks overflowing that this  
 Deft was under the necessity of rebuilding the whole, -  
 which work was undertaken & finished in the year 1766  
 That this Deft in right of the Deft Mary, from the month  
 of November 1760 until sometime in the year 1769 when  
 the Compt<sup>s</sup> George purchased the Deft Mary's Right & Interest  
 in the said Plantation, received the profits of the said  
 Mill as he always conceived he had a Right to do and  
 that he always during the time of his being possessed of the  
 said plantation repaired or rebuilt the said Mill on occasion  
 requiring, at his own proper Expence. And these Defts  
 further answering say that as the Mill mentioned  
 in the Compt<sup>s</sup> Bill was destroyed ~~in~~ before the death  
 of the said J<sup>n</sup> Robertson and never was afterwards  
 rebuilt until the place whereon it had been erected a

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To the Confession of the Deft. Mary in the time of  
 her widowhood and then rebuilt at her own proper  
 cost and always afterwards repaired or rebuilt <sup>Deft</sup>  
 occasionally, at the Expence of these Defendants -  
 They humbly conceive that the profits arising from the <sup>Deft</sup>  
 said Mill cannot be looked upon as part of the profits <sup>from</sup>  
 of the said Robertsons Estate and that therefore they  
 are not accountable for the same unto the Complainants  
 or to any other persons. And these Defendants -  
 deny all combination in the Bill charged on  
 Without that, that he and humbly pray to be  
 hence dismissed with their reasonable costs in  
 this behalf wrongfully sustained.

Mary Wilkinson  
J<sup>n</sup> Wilkinson

Amelia S. The Defendant. Mary Wilkinson or this  
 day made oath before me that the several  
 Matters & Things contained in this answer  
 in relation to her own act & Deed are just  
 & true & what is therein contained in Relation  
 to the act & Deed of any other person she  
 believes to be true. & the same oath was also  
 taken by the other s<sup>d</sup> Thomas Wilkinson  
 Clerk before

John Wimpy

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Charterfield Co.

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The Deposition of William Blackley being  
of full age, taken in a suit in Chancery, depend-  
ing in the County Court of Chesterfield Co. Pa.  
between George Robertson, James Robertson  
and John Robertson Sons & assigns of James  
Robertson deceased Plaintiffs, & Thomas Wilker-  
son Clerk, & Mary his Wife defendants.

This deponent being first sworn on the holy  
Evangelists of almighty God deposeth & saith  
in July 1758 this Deponent was at Mr. Robertson's  
now Mr. Wilkenson, ~~resided~~ with Capt. John  
Robertson Executor to the said James Robertson, &  
that upon the said John Robertson offering to  
Mr. Robertson an instrument of writing, request-  
ing her to sign the same, she expressed great dis-  
approbation of the said Writing, & utterly refused  
to sign it, but this Deponent being at some distance  
from the said John & Mr. Robertson, did not  
learn what the import & meaning of the  
said Writing was, however after Mr. Robertson  
refusal to sign, Mr. Robertson made her a  
proposal respecting the rebuilding the Mill  
on Swift Creek, & desired her consent or Per-  
mission to rebuild the same, alledging that  
the reparation of the ~~the~~ Mill would redound  
equally to the benefit of herself & Children  
as it would to the advantage of the estate upon  
which Mr. Robertson offered to the proposal, <sup>Capt. Robertson</sup> and that  
that was all he wanted from the signature of the writing.

Wm Blackley

Sworn to before  
J. Bauster Nov. 2. 1773.

William Blackley  
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Robertson's

Robertson's  
27  
Wilkenson's  
774 Mary Sworn

Starfield Co.

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As I have been remind<sup>d</sup> that it was not testified in my former Depo-  
-sition & I Outed stood & look<sup>d</sup> on of verbal Agreement betwe-  
-en Capt. La Robertson & the Reiddons La Robertson respecting  
the rebuilding of Mill was this that the sd widows was to have  
an Equal part with La Robertson's Children both by force  
- or as well by Law as I omitted in my former Deposition  
ought to be added to my Evidence at Petersburg

Feb. 25<sup>th</sup> 1774

Wm Will Blackley

Asmbley

At the request of William  
Blackley he made oath before me to the  
above Instrument of Writing  
Given under my Hand this 25<sup>th</sup>

Feb. 1774

John Wynn

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005  
Terfield Co.

Chancery Papers: Robinson vs. Wilkinson & Co.

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[Faded, mostly illegible text on the left page of the document]

Handwritten notes and a large scribble on the top right of the document. The scribble is a dense, circular mass of ink. Faint text around it includes "New York", "1774", and "Robinson vs. Wilkinson".

1774  
New York  
Robinson vs. Wilkinson

Robinson vs. Wilkinson  
as  
Plaintiff  
vs.  
Defendant

Robinson  
vs.  
Wilkinson  
1774  
New York

Robinson vs. Wilkinson  
1774  
New York

Misc

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774-05  
Chesterfield Co.

Chancery Papers: Robinson vs. Williamson

5/1774

In obedience to an order of the worshipful  
the County Court of Chesterfield then sitting in Chan-  
cery, bearing date in November 1773. we Thos  
rick Bland & John Banister two of the commissari-  
es in the said Decretal order named, did on the  
day therein appointed, meet at the House of Willi-  
am Braden the Town of Petersburg, and  
having considered the matter in difference between  
the compl. and the Defend. as it appeared  
on the 1<sup>st</sup> of Novem Court 1773

Robertson John Robertson & James  
vs  
The. Williamson & Wife - D

By Consent of the Parties by their Attornies  
all Matters in difference are referred to  
the final award of Arbitration of Arth  
Bary Thos. Bland & John Banister Com-  
or any two of them & it is ordered that  
they meet at Wm Bradleys in the  
Town of Petersburg on the first  
Wednesday in March next to determine  
the same & proceed as parted in Case  
either Party fails to attend  
B. Williamson C

774-005  
Cheslerfield Co.

Chancery Papers: Robinson vs. W. W. Mathews

In obedience to an order of the worshipsful  
 the County Court of Cheslerfield then sitting in Chan-  
 = cery, bearing date in November 1773. we the do-  
 = rick Bland & John Banister two of the Commissioners  
 = es in the said Decretal order named, did on the  
 day therein appointed, meet at the House of Willi-  
 am Braden in the Town of Petersburg, and  
 having considered the matter in difference between  
 the Complainant and the Defendants as it appeared  
 on the answer and depositions, did  
 come to the opinion of the Complainants  
 are not  
 the Pr  
 Bili on  
 sons a  
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 17

George the third by the grace of god of great  
 Britain France and Ireland King do hereby  
 of the faith of To the Sheriff of Cheslerfield County  
 greeting we command you to summon John  
 Mathews and Mary Mathews to appear  
 before our Justice of our said County at the  
 Court house on the first Friday in September next  
 to answer a subpoena in Chancery right against  
 them by John Robertson son of James Robertson  
 and that they shall in no wise omit and have  
 them there their wife Benjamin Mathews  
 Clerk of our said Court at the Court house  
 the third day of August in the fourth  
 year of our reign  
 W. Mathews

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In obedience to an order of the worshipful  
the County Court of Chesterfield then sitting in Chan-  
cery, bearing date in November 1773. we Thedo-  
rick Bland & John Banister two of the Commissioners  
in the said Decretal order named, did on the  
day therein appointed, meet at the House of Willi-  
am Bradley in the Town of Petersburg, and  
having considered the matter in difference between  
the complainants and the Defendants as it appeared  
on the Bill answer and depositions, did  
come to a determination that the Complainants  
are not entitled to any share or Proportion of  
the Profits accruing from the Mill in the  
Bill mentioned, as it appears from Mrs Wickers-  
son's answer that the same was rebuilt, after the  
death of the said James Robertson, at her own  
expense, & was directed to be paid for out  
of a legacy left her by the Wife of her said  
Husband James Robertson; and further appears  
by the answer of the said Thomas Wickerson  
that the said Mill was kept in repair  
by him until his & the said Mary's right was  
determined in the same by a Sale of it with  
the Consent to George Robertson one of the  
Complainants in the Bill named. Given under  
our hands this Second day of March  
1774.

Thedo-  
rick Bland  
John Banister

Procedure  
John Wilkeson Pettr

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Robinson vs. Wilkinson