

Deane v Sedgwick (TNA, C 11/1725/8)

Summary

Plaintiff: Thomas Deane, merchant of St. George Buttolph Lane, London

Defendants: Robert Sedgwick, Rebecca Sedgwick and Edward Sedgwick

Date of bill:

Main points:

- in 1715 Edward Sedgwick of Allhallows London Wall, coachmaker, was close to bankruptcy
- Rebecca and Robert Sedgwick, his sister and brother, asked Thomas Deane, merchant to speak with Edward's creditors and try to restructure his debt to something he would be able to pay
- Edward's goods were appraised at around £103
- Edward had a debt of £105 to his sister Rebecca at the time
- Edward constituted his sister Rebecca as his attorney to sell his goods
- Robert at the time was an unemployed Excise officer and was in 'low and poor condition'
- Thomas Deane took Robert into his house to assist in managing Edward's estate
-

Text

To the Right Honourable Thomas Lord Parker Baron of Meklefield Lord High Chancellor of Great Britain

Humbly Complaining unto your Lordship your Orator **Thomas Deane of the parish of St. George Buttolph Lane London Merchant That Edward Sedgwick late of the parish of Allhallows in the Wall in London Coachmaker being very considerably indebted to diverse persons** on great [fold not photographed] manage his said trade and employment for fear of being arrested and thrown into prison by his creditors Your Orator **about the month of February one thousand seven hundred and fifteen was at the pressing instance and request of Rebecca Sedgwick and Robert Sedgwick sister and brother** [fold not photographed] affairs of the said Edward Sedgwick in order to get him discharged from his said debts and making an end with his said creditors by **compounding his debts for such sum of sums of money or making such satisfaction to the said creditors as he the said Edward Sedgwick was then able to do** [fold not photographed] statute of bankruptcy against the said Edward Sedgwick or otherwise as your Orator should be advised to **get the said Edward Sedgwick discharged from his said debts and to have his liberty to go about and follow his said trade**

And your Orator further shows unto your Lord [fold not photographed]? your Orator **applied himself to several of the creditors of the said Edward Sedgwick but not being able to persuade them to accept of such composition as the said Edward Sedgwick was then able to pay** your Orator was advised by Council to endeavor to get the said Edward Se [fold not photographed]? discharged that way, and accordingly your Orator did for that purpose apply himself to the creditors of the said Edward Sedgwick of the major part of them and did endeavor to prevail upon them or some of them for that purpose which they refused to do And your Orator [fold not photographed] be taken of all his goods and effects and an appraisal to be made as to the values of the same by William Cook and Joseph Budd two sworn appraisers of the City of London the appraisal of which said **goods amounted to the sum of one hundred and three pounds twelve** [fold not photographed] in your Orator's custody which he is ready to produce as this honourable court shall direct may appear And the said **Edward Sedgwick being at the time indebted to his said sister Rebecca Sedgwick in the sum of one hundred and five pounds** he the said Edward Sedgwick [fold not photographed] of February one

thousand seven hundred and fifteen In consideration of the said sum of one hundred and five pounds bargain and sell and and every the said goods and effects mentioned in the aforesaid Inventory or appraisal and all other his goods and estate whatsoever [fold not photographed] distrained by William Wright landlord of the house the said Edward Sedgwick then lived in for rent then due for the said house To hold the said goods and effects and all other the estate of the said Edward Sedgwick to her the said Rebecca Sedgwick her executors admi [fold not photographed]? ? & annexed to the said Bill of Sale and the said **Edward Sedgwick did by such writing constitute and appoint the said Rebecca his attorney to sell and dispose of the said goods** or to authorize and depute any other person or persons under her for that pur [fold not photographed]? that the said Rebecca Sedgwick not being capable of disposing of the said goods herself did earnestly request and accordingly prevailed upon your Orator to take upon him the care and management of the selling and disposing of the said goods and estate mentioned in the [fold not photographed] and owing to him the said Edward Sedgwick and the better to enable your Orator to proceed in the management thereof the said Rebecca Sedgwick by ? of Attorney under her hand and seal duly executed and witnessed dated the fourth day of February one thousand seven hund [fold not photographed] to transact or manage the matters aforesaid for her and in her name and to account with and pay her the said Rebecca all and every sum and sums of the money that should arise by sale or disposition of the said goods and estate or otherwise on account thereof And the better to induce [fold not photographed] of the said estate the said Rebecca did promise and agree to pay and allow unto your Orator the sum of thirty two pounds as a recompense for such his care trouble and loss of time that he should have on account thereof and also to indemnify your Orator [fold not photographed] the said Edward Sedgwick of any other person or persons on account thereof And the said **Robert Sedgwick being at that time a reduced Excise Officer and in no business or employment and in a very low and poor condition** and for some time before wholly maintain [fold not photographed] **desired your Orator to take the said Robert Sedgwick into his house as an assistant to your Orator in the management of the foresaid estate** And that she the said Rebecca would pay and allow your Orator for the board and what other expenses your Orator should [fold not photographed] upon to do And your Orator further shows unto your Lordship that pursuant to such power as aforesaid your Orator did proceed to sell and dispose of the said goods and accordingly **did sell and dispose of greatest part of the shop goods** mentioned in the Sched ... advantage he could make of the same and on or before the twenty third day of March in the year one thousand seven hundred and fifteen your Orator **having received the sum of one hundred seventy five pounds seven shillings** and one penny for [fold not photographed] for the same And your Orator having before that time paid and advanced several sums of money to and for the use of the said Rebecca Sedgwick and to and for the use of the said Edward Sedgwick by the order and direction of the said Rebecca On the said twenty third day of [fold not photographed] from the said Rebecca Sedgwick **on balance of the said account** for moneys so advanced and **paid** by your Orator as aforesaid the sum of **forty seven pounds** which sum the said Rebecca then allowed and accordingly paid the sum to your Orator or gave him a Note [fold not photographed] said account which was prepared and drawn up by the said Robert Sedgwick who also subscribed his name as a witness to the said Rebecca's signing and allowing the same she the said Rebecca Sedgwick declared herself satisfied and pleased with your Orator's said managem [fold not photographed] her as he had done or then expressed herself to that or the like effect and did then also promise and assure your Orator that **she would pay him the sum of thirty five pounds for such his extraordinary care** trouble and service or make him some other satisfaction or amends equivalent to the [fold not photographed] said Rebecca Sedgwick your Orator disposed of the remaining part of the said goods mentioned in the said Schedule to the said Bill of Sale ? great part of the household goods therein also mentioned which the said Edward Sedgwick has and took over with him into

the street by the order and [fold not photographed] then received and gotten amounted to the sum of twenty six pounds or thereabouts And your Orator further shows that he having paid off the said William Wright the rent due to him for the said Edward Sedgwick's house and the charges for distraining the said chariot on and about the twenty th [fold not photographed] with some other things of small value for the sum of twenty four pounds to your Orator And your Orator the same day gave the said Rebecca Sedgwick a promissory note under his hand for the said sum of twenty four pounds and the said Rebecca did at the same [fold not photographed] April the twenty third one thousand seven hundred and sixteen Then received of Mr. Thomas Deane a Note for twenty four pounds when paid which being in full for a chariot some small pieces of leather and bitts I say received the said Note of twenty four pound [fold not photographed] Orator has likewise shipped off to Barbados a set of harness which were made up and finished at your Orator's charge and expense but has not yet been able to get any return for the same which said sum of twenty six pound and twenty four pounds for [fold not photographed] hands she be accounted for to the said Rebecca Sedgwick by virtue of the said Letter of Attorney or otherwise howsoever And your Orator further shows unto your Lordship that since your Orator's settling the said account of the twenty third of March one thousand seven hund [fold not photographed] Edward Sedgwick for several sums of money paid to and advanced for him the said Edward Sedgwick and for his use and by his order and otherwise the sum of sixty seven pounds sixteen shillings and three pence as appears by an account of the particular ther [fold not photographed] may be taken as part of the same And there is likewise due to your Orator from the said Rebecca Sedgwick from the said twenty third of March one thousand seven hundred and fifteen several sums of money paid expended and advanced by your Orator to and [fold not photographed] one hundred and fifteen pounds three shillings and ten pence which likewise appears by an account of the particular items of the same and to whom the same was paid and upon what account set forth likewise in the schedule to this your Orator did bill [fold not photographed] several times by himself or his agent requested and sent to the said Rebecca Sedgwick to come to a fair account with your Orator for the same and to pay your Orator what shall be found to be due to him upon the balance of such account And that she the [fold not photographed] hitherto or at any time been at or put to upon account of your Orator having been several times arrested and sued by the said Edward Sedgwick or which your Orator shall or may sustain or be put to at any time hereafter by the said Edward Sedgwick for and upon the said [fold not photographed]

Having taken the said Robert Sedgwick into his house as an assistant in managing the said Edward Sedgwick's estate aforesaid your Orator at the like instance and request of the said Rebecca has lent and advanced to and for the said Robert Sedgwick diverse considerable sums of money as appears by [fold not photographed] to and for the said Robert Sedgwick a particular of all which sums so advanced lent and paid to and for the use of the said Robert Sedgwick and otherwise and upon what account the same was so paid had or received your Orator has likewise set forth in the schedule to this his second Bill of Complaint and which your Orator ... and four pence half penny which sum or greatest part thereof the said Robert Sedgwick has several times acknowledged to have had and received before diverse persons and your Orator has several times sent and applied to the said Robert Sedgwick to pay your Orator what is so justly [fold not photographed] satisfied and paid your Orator the same or good part thereof for that your Orator had not credited the said Robert Sedgwick with so many considerable sums of money or taken him in to board at your Orator's house but upon such promise and assurance of the said Rebecca as aforesaid. B [fold not photographed] having entered into a combination and confederacy together amongst themselves and to and with diverse other persons to your Orator unknown whose names when discovered your Orator prays may be inserted into this Bill of Complaint with apt words to charge them endeavor not only to [fold not photographed] respectively as aforesaid But also perplex your Orator and

bring him into several vexatious lawsuits and for that purpose the said Edward Sedgwick having entered into a combination with the said confederates as aforesaid does now pretend and give out in [fold not photographed] that any such schedule or inventors of his said goods thereto annexed for payment to her the said Rebecca the aforesaid sum of one hundred and five pounds or that before that time of at any time his the said Edward's executing the said Bill of Sale that any inventory or [fold not photographed] and for that reason that his said sister Rebecca had no right nor lawful power or authority to make of execute any such power or letter of Attorney to your Orator as aforesaid and threatens to make your Orator accountable to him the said Edward Sedgwick for all the said good [fold not photographed] if such Bill of Sale was so executed by him to his said sister Rebecca in manner as aforesaid and that if she the said Rebecca did make & execute such power and letter of Attorney to your Orator as aforesaid that your Orator by some private and clandestine dealing with the person [fold not photographed] dispose of the same for low and underrates and for a much lesser price or value than the same were really worth although the said Edward Sedgwick well knows in his conscience and so the truth really is that your Orator was so far from selling or disposing of the said goods and eff [fold not photographed] the schedule to the said Bill of Sale annexed of your Orator did afterwards offer and would have agreed to have given your Orator the sum of fifty pounds if your Orator would have acquitted him the said Wilson from his bargain and agreement which your Orator doubts not but to pro [fold not photographed] pretences for that it does appear by the appraisal made of the aforesaid goods by the said William Cook and Joseph Budd two sworn appraisers that the same did not amount to more than the sum of one hundred and three pounds seven shillings and one penny [fold not photographed] the greatest part of the household goods mentioned in the schedule to the said Bill of Sale which he the said Edward Sedgwick had and carried over with him into the Mint as aforesaid and further the said Edward Sedgwick does pretend that your Orator never did advance [fold not photographed] twenty third of March one thousand seven hundred and fifteen and by such combination with his said sister Rebecca as aforesaid does threaten to make your Orator account with and pay him the said Edward all and every the sum of money received by [fold not photographed] refuses to allow your orator any of the said sums of money so advanced and paid by your Orator for him the said Edward Sedgwick as aforesaid And at other times the said Edward Sedgwick does pretend that although he did make such Bill of Sale to his said sister to which such [fold not photographed] the said schedule that the said Rebecca Sedgwick had no lawful right or power to dispose of the same to your Orator aforesaid And threatens to make your Orator pay him the said Edward for the same and at such rate or price as he pleases And for that purpose [fold not photographed] two several accounts in the Sheriff's Court in the City of London for the sum of two hundred and fifty pounds and -- pounds which your Orator caused to be removed from the said Court by habeas corpus into his Majesty's Court of Common Pleas at Westminster since [fold not photographed] to bring him into more vexatious lawsuits and thereby to put him to great and extravagant charges he the said -- did on the seventh day of July last cause your Orator to be arrested in the County of Surrey by a warrant from the Sheriff of the said County on a Kings [fold not photographed] arrest and sue your Orator for other great sums although the said Edward Sedgwick well knows in his conscience as the trat -- ally is that he the said Edward is at this time justly and truly indebted to your Orator on a fair account in the said sum of sixty seven pounds three [fold not photographed] to him on such account as aforesaid And your Orator further shows unto your Lordship that the said Rebecca Sedgwick does now pretend that she never did execute such Letter of Attorney to your Orator for the purposes before mentioned and at other times that is any such ever was by her executed to you [fold not photographed] of March one thousand seven hundred and fifteen into her hands does now deny that ever she came to account with your Orator at the time aforesaid or at any other time as herein before is charged or that your Orator paid the said money arising by sale of the said goods to her the said

Rebecca of to [fold not photographed] ever she the said Rebecca did ever promise of agree to allow your Orator the aforesaid sum of thirty five pounds or any other sum of money for such your Orator's extraordinary pains care trouble loss of time and expenses as aforesaid in selling or disposing of the said goods or that she the said Rebecca [fold not photographed] costs charges damages or expenses that your Orator should at any time suffer or be put unto by the said Edward Sedgwick or any other person or persons whatsoever for or by reason or means of your Orator's taking upon himself the management or disposition of the said goods and effects by virtue of the [fold not photographed] does now likewise deny that ever she promised or undertook to pay your Orator for the board of the said Robert Sedgwick as aforesaid or to pay and allow your Orator any sum or sums of money to be paid advanced or lent by your Orator to the said Robert Sedgwick although the said Rebecca well knows in her [fold not photographed] or given him credit for any such sums but at the special instance and request of her the said Rebecca aforesaid And your Orator further shows that the said Rebecca Sedgwick having entered into combination with the said Edward Sedgwick touching the disposition of the said chariot to your Orator both now deny [fold not photographed] the said sum of twenty four pounds or any other sum of money whatsoever Or that your Orator gave her any Note for the sum of twenty four pounds Or that she the said Rebecca gave your Orator any such receipt for the aforesaid sum to the words or effect before mentioned or any other receipt whatsoever [fold not photographed] any lawful power or authority to sell or dispose of the same to your Orator as aforesaid by reason and means whereof and for that the said Edward Sedgwick likewise claimed the said chariot and was and still is considerably indebted to your Orator. Your Orator caused the said chariot to be attached in the Sheriff [fold not photographed] very considerable charges and at other times she the said Rebecca Sedgwick does threaten to arrest and sue your Orator on his Note of twenty four pounds as also for the said twenty six pounds and for the said set of horse harness sent by your Orator to Barbados by direction of the said Rebecca although the said Rebecca [fold not photographed] to your Orator ? aforesaid yet refuses to come to account with your Orator or pay him the balance of such account or to indemnify your Orator against the costs and charges he has sustained for and on account of the several vexatious lawsuits commenced and prosecuted by the said Edward Sedgwick [fold not photographed] further shows unto your Lordship that the said Rebecca Sedgwick does now pretend that your Orator is indebted to him in several great sums of money and for that purpose to put your Orator to further trouble and expense did in Hillary Term last cause your Orator to be arrested at his suite by a Warrant [fold not photographed] bench at Westminster for the sum of one hundred and forty pounds and has since carried on and prosecuted the said suit in a very vexatious manner to put your Orator to great expenses and the only colour or pretense that the said Robert Sedgwick has or pretends to have against your Orator for such his [fold not photographed] money for wages pretended by him the said Robert to be due him from your Orator for assisting your Orator in negotiating and managing the affairs of the said Rebecca his said sister and in selling and disposing of the said goods. And that the same is so due to him the said Robert by some contract or agreement made [fold not photographed] sum to be paid by your Orator to him for some pretended service whereas your Orator never contracted or agreed with the said Robert Sedgwick or ever did promise him any pay wages or salary whatsoever for any business or service at any time done or performed by the said Robert Sedgwick for your Orator neither did [fold not photographed] whereby he the said Robert could deserve any wages or reward from your Orator save in taking him as an assistant to your Orator in transacting the affairs of the said Rebecca which was done at her request as aforesaid And although the said Robert Sedgwick does well know that he is truly and bonafide indebted to [fold not photographed] four pence half penny and that the several particular items charged by your Orator in the said account set forth in the schedule to this your Orator's said Bill are fair just and reasonable and that he ought to pay the same to your Orator yet still refuses to come to

an account with your Orator and although your Orator has [fold not photographed] pay your Orator what shall so appear to be due to your Orator thereon All which actings and doings of the said confederates are contrary to right equity and good conference and tend to the manifest injury and great oppression of your Orator In tender consideration whereof and for that your Orator can have no remedy against the said [fold not photographed] Orator and the said confederates being matters of account are most properly congruizable and to be heard and determined in a Court of Equity before your Lordship And your Orator's witnesses who should prove the several ? and things to be as herein before set forth by your Orator are either dead or gone to places beyond the [fold not photographed] of the said several confederates your Orator cannot discover and prove the same

To the end therefore that the said confederates may upon their several and respective corporal oaths true and perfect answer make to all and singular the premises as if the same were again particularly interrogated and repeated [fold not photographed]

- he did not at or about the time herein before mentioned or at any and what other time cause an Inventory and Appraisal to be taken & made of all his goods effects by the said William Cock and Joseph Budd or any and what other person or by whose order direction or procurement was the same done
- And [fold not photographed] thousand seven hundred and fifteen make and execute such Bill of Sale of all his goods and effects to his said sister Rebecca as aforesaid
- And whether there was not at the same time a schedule or inventory of the said goods annexed to the said Bill of Sale as aforesaid
- and that the said Edward Sedgwick may [fold not photographed] mand by the said Bill of Sale by Letter of Attorney empower your Orator to sell & dispose of the said goods as herein before is mentioned
- And whether the said Edward did not know that your Orator stated and settled such account with the said Rebecca on the said twenty third of March one thousand seven hundred and f [fold not photographed] on the balance of the said account
- And whether he the said Edward Sedgwick had not before that time received of your Orator diverse considerable sums of money or there had not been several sums paid by your Orator for his the said Edward's use by his said sister's order
- and whether the [fold not photographed] not privy and consenting to the settling the said account & to the allowing the several items therein charged by your Orator to be due to him
- And that the said Edward Sedgwick may further set forth and discover whether the said chariot was not by him sold to his said sister the said Rebecca by the said [fold not photographed] he did not give his said sister any other and what power to dispose of the said chariot
- and why he has since claimed and threatened to make your Orator accountable for the same and all other the goods mentioned in the schedule to the said Bill of Sale or the moneys made by sale thereof
- And [fold not photographed] of the said goods for the best price and advantage that could be got for the same and whether he did not ? and carry over with ? most out of what part of ? goods mentioned in his schedule to the said Bill of Sale
- And that the said Edward Sedgwick may [fold not photographed] two hundred and fifty pounds sixty pounds and three hundred pounds or for any other and what sum and for what reason he so arrested your Orator in so many several actions
- And that the said Edward Sedgwick may likewise set forth whether he is not indebted to your Orator in [fold not photographed] and what other sum

- and whether the several items mentioned in the account set forth in the schedule to this your Orator's Bill of Complaint are not just and true and the several sums of money therein charged were not had & received by him of your Orator or paid by your Orator for his use
- and why he refuses [fold not photographed] whether she did not make and execute such Letter of Attorney to your Orator as aforesaid
- and whether the said Rebecca Sedgwick did not settle such account with your Orator on the said twenty third of March one thousand seven hundred and fifteen or at any and what other time and who was present and signed [fold not photographed] whether there was not at the time of settling the said account any & what sum of money due to your Orator on balance thereof
- And that the said Rebecca may by her ? set forth the said stated ? leave the same with the ? in Court for your Orator to take a copy thereof
- And whether the said Rebecca did [fold not photographed] obligation to your Orator for his extraordinary pains care & trouble in serving her as aforesaid or in what other manner did she express herself
- And whether she the said Rebecca Sedgwick did not at the time of settling the said account or at any & what other time or times & before whom either before or since that time [fold not photographed] of money as a recompense or reward for his extraordinary pains trouble & expenses in the matter aforesaid or make him some other amend for the same
- And whether she the said Rebecca ? so ? or allowed your Orator the said sum of thirty five pounds or any other & what sum of money or made [fold not photographed] and disposing of the said goods
- And ? the said Rebecca Sedgwick may set forth whether she did not at any and what time or times place or placed and before whom promise & assure your Orator to indemnify him against the said Edward Sedgwick in manner as aforesaid
- And whether she does not ? [fold not photographed]? and what person or persons
- And whether your orator was not so arrested & prosecuted by the said Edward Sedgwick – Warren or any and what other person on account of his being concerned for her the said Rebecca in selling the said goods as aforesaid or was the same done upon any and what other [fold not photographed]
- whether the said Rebecca Sedgwick did not on the said twenty third of April one thousand seven hundred and sixteen or at any and what other time sell and dispose of the said chariot with any & what other things to your Orator
- & whether the same was sold for the sum of twenty four pounds or and & what other [fold not photographed] his hand for the said sum she the said Rebecca did not give your Orator a receipt for the said Note on the said twenty third of April one thousand seven hundred and sixteen or at any & what other time
- and whether the same was not in the words or to the effect as herein before is set forth or in what oth [fold not photographed] set forth whether she has not threatened to sue your Orator as aforesaid
- And that the said Rebecca Sedgwick may set forth whether the account ? schedule to his your Orator's said Bill touching the several sums of money due from the said Rebecca to your Orator & the several items therein is & are not just lawful [fold not photographed] of March one thousand seven hundred & fifteen
- & whether he did not see the said Rebecca Sedgwick so sign the same as aforesaid
- & whether he did not sign & subscribe his name as a witness thereto or what other person witnessed the same

- And if he may set forth whether your Orator or any other person or [fold not photographed] sum of money or yearly salary for any & what business service or employment done at any time & when to be done & preformed for your Orator & before whom was such agreement made and at what place and when
- And also if he the said Robert may set forth whether your Orator did at any time & when [fold not photographed] due from him the said Robert Sedgwick to your Orator is not a just fair & true account
- And whether he has not caused your Orator to be arrested and sued in manner as aforesaid
- And why he has so done ? your Orator may be aided & assisted by the Injunctions of this Honourable Court to stay the said several debts [fold not photographed] further and other relief in the promises the nature of his case requires & according to right equity and good conscience

May it please your Lordship to grant unto your Orator not only the written writs of Injunction of this Honourable Court to stay the said several confederates proceedings at law [fold not photographed] the said Edward Sedgwick Rebecca Sedgwick & Robt Sedgwick thereby compelling them at a certain day and under a certain pain personally to be and appear before your Lordship in this High & Honourable Court & then & there true & perfect answer make to all and singular the premises & further to stand & abide such [fold not photographed] conscience And your Orator shall ever pray

The Defendant Edward Sedgwick (ES)'s Account

Lent ES to bury his child	00	10	00
Paid ES's rent ? month?	04	10	00
Lent ES to pay Mr Matteson to redeem his watch	03	04	06
Paid Mr Malin for 20 barrels of beer for said debt	23	00	00
Brandy sold for debt ES	14	18	09
For charges at law & ? the chariot	02	05	00
? surrendered on being ? the sum of £300	07	00	00
? house for the chariot 2 years & 2 months	12	09	00
Total	£	67	16 03

The Defendant Rebecca Sedgwick (RS)'s Account

? goods from Waren from March 1713 to March 1715	15	12	00	15 ? 1715
Paid expenses for getting in the debts	03	00	00	
Paid ? window Lights & ? Tylers	01	02	10	21 Mar
Paid Mr Mattesey ? set of harness on your order	05	05	00	18 Apr 1710
Paid the Playsters? Bill	01	09	00	7 July
? boad & expenses ? allow	10	00	00	9 July
? debts Rebecca Sedgwick ? trouble ? other affairs	35	00	00	17 July
? ? ? Mr Warren	40	00	00	20 July
? ? our abroad?	03	15	00	31 July
Total	£	115	03 10	

The Defendant Robert Sedgwick (RS)'s Account

? debt RS ? Mint ?	05	15	00
Lent the said RS in money	03	14	00
Paid debt RS ?	00	05	00
More paid the said RS ? use of said Rebecca	00	?	?
Lent the Defendant RS on his Note	?	?	?

Lent the Deft RS on his Note	?	?	?
For six bottles of burgundy wine			
For ditto			
Lent the Deft RS in money			
Paid the debt RS as by his receipt 3 guineas & 4 pcs French			
For ditto and the debts bill from Calais			
? debt RS ?? money without his ?			
Total	£	?	?

[part folded, not photographed]

[?The several **answer of Robert Sedgwick** one of the defendants?] to the Bill of Complaint of Thomas Dean

This defendant saving and reserving to himself now and at all times all and all manner of benefit and advantage of exception to the manifold errors uncertainties and imperfections in the complainant's said Bill of Complaint contained for answer thereunto or unto so much thereof as materially concerns him to make answer unto this defendant answers and says he was employed by the complainant as his servant from the seventh of April one thousand seven hundred and sixteen to the twenty eighth of May one thousand seven hundred and seventeem and was sent by him into France and Flanders for to buy and dispose of goods and merchandizes for the said complainant for which service defendant honestly deserved and the said complainant in the presence of Thomas Ansell of London Wine Cooper agreed to give defendant fifty pounds per annum and to defray all his charges at home and abroad and this defendant says this defendant never did live with the said complainant as a lodger neither did he ever promise or agree to pay complainant for his lodging or board neither did Rebecca Sedgwick one other defendant mentioned in the complainants said Bill of Complaint by this defendant order or knowledge or with his privity or consent ever promise complainant any sum of money for this defendant upon any amount whatsoever neither did the said Rebecca as this defendant verily believes ever make any such promise and this defendant says he is the rather apt to believe the said Rebecca never promised for to pay complainant any sum of sums of money upon this defendant's account because this defendant is not nor never was upon a fair stated amount indebted to the complainant in any such sum of money whatsoever but on the contrary the complainant from the time defendant came to live with him was in this defendant's debt for wages and for money advanced and paid by defendant for his use and this defendant further says that said complainant is in this defendant's debt at this time in the sum of sixty two pounds and nine pence for which this defendant has received no satisfaction whatsoever and for which this defendant did in last Hillary Term cause him to be arrested on a Laktat? Issuing out of his Majesty's Court of King's Bench at Westminster on which this defendant caused a declaration zo be delivered against complainant and obtained a judgement in last Hillary Term against him as this defendant has been sure informed by his attorney and this defendant further says the particulars of the account referred to by the complainant in his said Bill of Complaint are so far from being just and reasonable that the complainant has charged this defendant with money advanced and paid by him for the defendant's use in the said account four or five years before this defendant had any dealings with him or ever heard of his name and was the said account referred to by the complainant's bill fairly stated the complainant well knows there would upon the balance thereof be remaining to defendant the sum of sixty two pounds and nine pence and this defendant says the writ that was brought by this defendant for the said sixty two pounds and nine pence against complainant as aforesaid was as this defendant believes made out for one hundred and forty pounds and this defendant says he never caused complainant to be arrested save only for the said sixty two pounds and nine pence neither would this defendant have caused complainant to have been arrested this

defendant have prevailed on him to have paid the said sum of sixty two pounds and nine pence due to this defendant as aforesaid and this defendant further says that he did draw out the account between the other defendant Rebecca Sedgwick and the complainant the twenty third day of March one thousand seven hundred and fifteen and saw it signed settled and allowed between them and signed by the said Rebecca and did subscribe his name as a witness thereto but does not remember that any other person besides complainant defendant Rebecca and himself were present when the said account was settled and signed and this defendant does deny all and all manner of unlawful combination and confederacy in and by the complainant's said Bill of Complaint charged without that any other matter or thing in the complainant's said Bill of Complaint contained material or essential in the law for this defendant as he is advised to make answer unto and not herein and hereby well and sufficiently answered unto confessed or avoided Eraversed or denied is to this defendant knowledge of belief all which matters and things this defendant is ready and willing to aver justice maintenance and prove as this honourable Court shall direct and pray to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained

Thomas Birch

The several **answer of Rebecca Sedgwick** one of the defendants to the Bill of Complaint of Thomas Dean

This defendant saving and reserving to herself all and all manner of benefit and advantage of exception to the manifold untruths uncertainties insufficiencies and imperfections in the said complainant's Bill of Complaint contained for answer thereunto or unto so much thereof as his defendant is advised in any ways material ? defendant to make answer unto she answers and says that she is a total stranger to the several transactions mentioned in the complainant's Bill to have passed between him & Robert Sedgwick this defendant's brother and therefore this defendant cannot set forth anything as to the said transactions And as to what concerns this defendant & what passed between the said Thomas & this defendant relating to the affairs & circumstances of the other defendant Edward Sedgwick another brother of this defendant this defendant says that the said Edward Sedgwick failing on or about the end of the year one thousand seven hundred & fifteen & being at the time of such his failure indebted to this defendant in the sum of one hundred pounds & upwards & none of the other creditors of the said Edward Sedgwick offering to seize or take possession of any part of the said Edward Sedgwick's estate or to take out a commission against him though he was absconded The complainant about the latter end of December one thousand seven hundred & fifteen to the best of this defendant's remembrance sent out Madison a workman of the said Edward Sedgwick's to the defendant at Kensington to acquaint this defendant that the complainant was a good friend of the said Edward Sedgwick & that as he the said complainant was informed that there was money due to this defendant [blank space with underlining] with by the said Edward Sedgwick he would be very glad if he could serve her in it & that he thought she had best either to take out a commission of bankruptcy against the said Edward Sedgwick in order to clear him or to take an assignment from the said Edward Sedgwick of the goods in order to secure her said debts And this defendant says that being a woman & not versed in business this defendant did not give the said Madison any direct answer this defendant not caring to engage in anything that might give her any trouble before she had advised with her friends And this defendant says that sometime afterwards the said complainant not receiving any answer from this defendant came himself to this defendant & still pressed this defendant to take some measures to secure what the said Edward Sedgwick had left for fear it should be wholly wasted And in order to induce this defendant to come into his measures complainant at the same time informed this defendant that the said Edward Sedgwick was very willing & inclined to make her a Bill of Sale of the said goods none of the other creditors having intermeddled herewith &

that if she would accept of such Bill of Sale she would thereby secure her debt And that as to any trouble that might ensue from thence the complainant did voluntarily offer that this defendant might appoint him to be her attorney for to receive & got in the said effects for her use whereby she would rid herself of all manner of trouble & inconveniences (the complainant offering to take all the trouble upon himself & to do this defendant & the said Edward Sedgwick what service he could in the matter without expecting any Fee or Reward for such his service & trouble And this defendant says that though the complainant's offers did seemingly appea[r to] be king & obliging yet still this defendant was backwards for fear of trouble to accept of his offer nor could this defendant have accepted thereof had not the said complainant frequently applied to this defendant & pressed her very much as this defendant does not doubt but to prove And this defendant cannot tell well what the complainant had for being so pressing upon this defendant in[?] were chiefly to serve the said Edward Sedgwick the complainant being then a total stranger to this defendant And this defendant says that she was at last prevailed upon by the said Thomas Dean this not till the month of February following for to accept a Bill of Sale from the said Edward Sedgwick And this defendant says that the said Edward Sedgwick as this [?] ives] did execute unto or for the use of this defendant a Bill of Sale of several goods & debts belonging to the said Edward Sedgwick which is dated the third day of February one thousand seven hundred & fifteen to which Bill of Sale both for the import thereof & for the particular goods & debts thereby made over to this defendant she this defendant [?] rself] when the same shall be produced And this defendant expressly denies that she at any time did desire the complainant to undertake or manage the affairs of the said Edward Sedgwick in order to the getting him discharged from his debts or making an end with his creditors or otherwise as in & by the complainant's Bill is untruly suggested but this defendant says th[at if the said complainant] did undertake the same it was voluntarily & of his own accord & without any ways being prevailed upon by this defendant And this defendant says [5-6 words to EoL] had so executed the said Bill of Sale to this defendant as aforesaid this defendant being prevailed upon by the seeming kind offers of the complainant die give a Letter of Attorney to the com[plaintant ?] get in the debts & effects mentioned in the said Bill of Sale which Bill of Sale this defendant believes [ca. 12 words to EoL] greater certainty therein & as to the particular import thereof she refers herself to the same when it shall be produced But this defendant denies that either at the time of of[? ?] Letter of Attorney or at any other Time she ever promised or agreed to pay or allow to the complainant the sum of five & thirty pounds or any other sum as a recompense for the complainant's care trouble & loss of time which he should have on account of the trouble or management in the sale or disposition of the goods & estate mentioned in the said Bill of Sale or otherwise And likewise denies that she ever promised to indemnify the complainant from any costs or charges which he might any ways sustain or be put unto by the said Edward Sedgwick or any other person or persons on account of such Bill of Sale or in the sale or disposition of any of the goods & estate mentioned in such Bill of Sale or otherwise however And this defendant says that she believes that the complainant might by virtue of such ? proceed to sell and dispose of the goods but what particularly or to whom & for what this defendant does not know nor can set forth But this defendant says that on account thereof she at several times received from the complainant several sums amounting in the whole to the sum of one hundred and fifty pounds three shillings & five pence or near the ? And this defendant says that on or about the twenty third day of March one thousand seven hundred & fifteen in the complainant's Bill mentioned the complainant came to this defendant & brought this defendant an account of receipts & disbursements by the balance whereof the complainant pretended to be in disburse of the sum of forty seven pounds three shillings & eleven pence And this defendant says though the several disbursements mentioned in the said account were for the most part made by the said complainant without this defendant privity or order & though the same amounted to so large a

sum as eighty seven pounds two shillings & four pence exclusive of ten pounds mentioned in his said account to have been paid by the complainant to this defendant & which are part of the sum of one hundred & fifty pounds three shillings & two pence mentioned to have been received by this defendant as aforesaid yet this defendant allowed the same to the complainant partially paid him forty seven pounds three shillings & eleven pence & not forty pounds only as by the bill is set forth for the balance of the said [? ?] account as appears by the complainant [? ?] dated the twenty third day of March one thousand seven hundred & fifteen which stated amount is as follows

An Account of money disbursed		1715		
Jan	15	To counsel to advise about a commission of bankrupt	00	10 09
	26	To one quarters rent & charges paid John Wright w. dist.	11	18 05
Feb	15	To cash pd Robt Sedgwick for the use of bro. Edward	20	18 04
		To do pd Edward Sedgwick	16	19 03
		To do paid the appraiser	04	01 00
		To do paid for a set of glasses for the chariot	04	12 06
		To do paid Mr Maddison for brass for a set of harness & ?	10	11 01
		To 6 gallons 1q of brandy sent to Edward Sedgwick	03	11 11
		To cash pd Mrs Sedgwick	10	00 00
		To expenses from the 10 th of Dec to 21 of March	03	18 07
March	21	To cash pd Mr Gowen Hudson the quarters rent ...	10	00 00
		Total	97	02 04

And received of the Estate of Edward Sedgwick

Feb	27	By cash received of sundrys	49	18 05
		To Balance due to me	47	03 11
		Total	97	02 04

March 23rd 1715 Then received of Mrs Rebecca Sedgwick

The full balance of this account being £47 3s 11d

Per me Tho: Deane

But this defendant says that the other defendant Robert Sedgwick did not prepare or draw up the said account as this defendant believes

But the complainant. But admits that the said Robert Sedgwick & no other to this defendant's knowledge remembrance and belief was present at the signing & settling the said account And that the said Robert Sedgwick was a witness to this defendant's allowing (? signing the same) But this defendant denies that then or at any other time she declared herself satisfied & pleased with the complainant's management (? of the money ?ed) or thanked him for the same or acknowledged the complainant's faithful services or any wise expressed herself to that or any such like effect or that then or at any other time she ever promised or assured the complainant to pay him the sum of thirty five pounds or any other particular sum for his care trouble & service or make any other satisfaction or amends as by the complainant's Bill suggests but on the contrary the defendant notwithstanding she acquiesced to the amount objected to several disbursements mentioned therein as having been made without her order or privity And this defendant says that she does not know what goods (mentioned in the Bill of Sale since the stating of the said account) the complainant disposed of or whether by the disposal of any goods or by his receiving any debts due to the said Edward Sedgwick the whole amounted to the sum of twenty six pounds or any other particular sum But this defendant denies that Edward

Sedgwick carried or had any goods with him in the Mint with this defendant's order direction saving some few necessary household goods of a small value the particulars whereof this defendant cannot now remember nor set forth But this defendant says that after the settling of the said account of the twenty third day of March one thousand seven hundred and fifteen she believes the complainant did receive several sums of money on account of the estate & made as he pretended several disbursements for the settling of which subsequent matters the said complainant & this defendant met together to the best of her remembrance some time in July one thousand seven hundred & seventeen And this defendant says that though there was no account then as regularly stated as the said account of the said twenty third day of March one thousand seven hundred and fifteen yet the said complainant appeared to be debtor to this defendant by the balance & acknowledged himself to be so as this defendant does not doubt but to prove if necessary And this defendant finds by several memorandums that she has kept by her since the said meeting of July one thousand seven hundred & seventeen that the complainant stood then indebted to this defendant in the sum of seventeen pounds sixteen shillings & two pence over & besides the Note of twenty four pounds mentioned in the complainant's Bill & also besides several sums amounting to seven pounds or thereabouts as are herein after mentioned to have been received by the complainant but omitted in his account with this defendant. And as to the said Note of twenty four pounds this defendant says that there remaining in the hands of the complainant as he pretends a chariot belonging to the estate of the said Edward Sedgwick the complainant did from time to time apply to this defendant to know what he should do with it but the same not being included in the Bill of Sale so made to this defendant by the said Edward Sedgwick as aforesaid & this defendant having no power over it she could give the complainant no direction about it & was much surprised that complainant should apply to her about it not having made her privy to his transactions before And this defendant says that this defendant still refusing to give the said complainant any directions about the said chariot the complainant with a view as this defendant has since apprehended to have a tolerable title to the said chariot for himself pressed this defendant to take his Note for twenty four pounds as if she had sold him the said chariot for so much alleging to induce her into his measures that if a commission was taken out she would only be answerable for the said Note whereas if she did not she would be answerable for the chariot whereupon this defendant although she did not apprehend that she had any right to the said chariot the same not being included in the said Bill of Sale as aforesaid yet being very much pressed by the complainant & being ignorant in business she agreed to take the said twenty four pounds Note & accordingly the said Thomas did on or about the twenty third day of April one thousand seven hundred & sixteen give unto this defendant a promissory Note for the sum of twenty four pounds as for the said chariot & for some small pieces of leather & bits but what such small pieces of leather and bits were this defendant does not now remember nor can set forth --- which Note remains still in this defendant's custody And this defendant believes she might at the time that the said complainant gave the said Note give the complainant a receipt to the effect in the said Bill which this defendant believes complainant required that he might be the better able in time to come to prove that he had paid some consideration & value for the said chariot in case his right thereto should be disputed But this defendant denies that she sold the complainant the said chariot than as aforesaid And in regard this defendant apprehends & is advised that she had no power to dispose of the said chariot & that the complainant gave this defendant the said promissory Note for such purposes as aforesaid only she is ready & willing to deliver up the said Note the complainant delivering up her receipt for the same And this defendant does not know whether there be any more to be accounted for from the complainant besides for the twenty six pounds in the Bill mentioned & the twenty four pound Note & for the set of harness therein likewise mentioned which harness however this defendant believes were fitted up & furnished at defendant's charge she having allowed for

the same in the account settles the twenty third day of March one thousand seven hundred & fifteen And this defendant says that she does remember that at this defendant & the complaintant meeting sometime in July one thousand seven hundred & seventeen the complaintant did mention something of his having been arrested by the Edward Sedgwick or by some creditor in his name & that he had been put to some charge on that account which he insisted should be allowed him as also a recompense for his trouble but this defendant did not think it reasonable for to make the complaintant any such allowance for that by what the complaintant did then mention it appeared that he had been arrested on account of the said chariot which he had taken altogether upon himself as aforesaid & of which he may have made good profit for ought this defendant knows And as to any reward for his trouble this defendant did not think fit to allow him any for that the complaintant had in his management of those matters charged this defendant with extravagant sums which swallowed up near half of what was gotten in of the said estate by means of which this defendant has not been able to get in her said debt of one hundred & five pounds as the complaintant at first proposed to this defendant besides the great trouble which this defendant has had contrary to the complaintant's promises expressly denies that she ever desired the complaintant to take the other defendant Robert Sedgwick her brother at his house as an assistant to the complaintant in the management of the estate in the complaintant's Bill mentioned or any other capacity or that she ever promised to pay or allow the complaintant for the board of the said Robert Sedgwick or for such other expenses as the complaintant should be at on the account of the said Robert Sedgwick or ever desired the complaintant to lend or advance him any sum or sums of money whatsoever on this defendant's account saving one guinea as is falsely alleged in the complaintant's Bill but what induced the complaintant to take the said Robert Sedgwick into his house this defendant does not know otherwise that as she believes the complaintant thought the said Robert Sedgwick might be serviceable to him but denies that it was from any encouragement or promise that the complaintant received of this defendant repaying of him And this defendant has been informed & believes that the complaintant has for some time past employed the said Robert Sedgwick as his servant in his own private affairs & has sent him in France & in Flanders on his own account but upon what terms or agreement this defendant knows not but has been informed that the complaintant stands indebted to the said Robert Sedgwick for such his services & that the said Robert Sedgwick has caused him to be sued for such his demands And this defendant says that she does not know nor can set forth otherwise than as she was informed by the complaintant as aforesaid whether the complaintant has been arrested or sued either by the said Edward Sedgwick or [blank] Warren in the Bill mentioned or by any other person or persons excepting the said Robert Sedgwick of if he has upon what account he has been arrested or sued But this defendant does not believe that it was upon the Account of selling the goods in the Bill mentioned for this defendant or disposing of any part of the said Edward Sedgwick's estate unless for the said chariot & for the said Robert Sedgwick's having served the complaintant as aforesaid And this defendant denies that she has threatened for to sue the complaintant for all or any of the several purposes in the complaintant's Bill mentioned or that she has caused any suit to be commenced against him on any account whatever And as to the account to the complaintant's Bill annexed & entitled the defendant Rebecca Sedgwick's Account wherewith the complaintant seeks to charge this defendant this defendant says that she ought not to be charged there with or with any part thereof And so far from being so that my inspecting & examining the same she has found out some error to this defendant's prejudice in the former accounts delivered by the said complaintant to this defendant for that as to the first item of the said account she does not apprehend what the complaintant means by charging fifteen pounds twelve shillings or any sum for warehouse room for the goods for if by the goods complaintant means Edward Sedgwick's goods those were disposed of before the twenty third day of March one thousand seven hundred & fifteen excepting the said chariot which the

complaintant took upon himself as aforesaid neither has the complaintant till now set up any demand of this nature And as to the second & third articles this defendant says that she has in the she has in the said account of the twenty third day of March one thousand seven hundred & fifteen allowed the complaintant three pounds eighteen shillings & seven pence half penny for expenses & that therefore the complaintant's demand on that account of three pounds is an unreasonable demand & as to the window tax & Minister's tithes the defendant allowed the same to the complaintant in the account between them at the meeting of July one thousand seven hundred & seventeen And this defendant says that as to the five pounds five shillings mentioned in the said account to have been paid to Mr [blank] Matteson for making up a set of harness by this defendant's order this defendant denies she gave any such orders & says further that she apprehends she has allowed for the same in the said account of the twenty third day of March one thousand seven hundred & fifteen for that she has in the said account allowed for so much charged by the complaintant to have been paid to the said Metteson for a set of harness & wages ten pounds eleven shillings & one penny in which sum this defendant believes the said five pounds five shillings is included And as to the charge mentioned in the said account by the plumber's bill of one pound nine shillings this defendant heard nothing of it till now nor does she think herself obliged to pay the same the same being a general item without specifying to what & for what that expense has been applied And as to the article of ten pounds charged in the said account for the defendant Robert Sedgwick's board & expenses this defendant denies she has made any promise of paying the same directly or indirectly And as to the charge of thirty five pounds this defendant denies as she has already done that she ever promised to allow & pay to the complaintant the sum of thirty five pounds charged in the said account or any sum of money whatever for any trouble or expenses of the complaintant in managing any affairs for this defendant And as to the article of forty pounds for the charges which the complaintant pretends he has sustained by his being sued this defendant does not apprehend herself to be concerned in the payment thereof for the reasons before set forth And this defendant looks upon this last article of three pounds fifteen shillings charged for harness to be also an imposition on this defendant this defendant having already allowed considerably for the said harness as is before mentioned though she was not obliged thereto And this defendant with that the complaintant remains indebted to this defendant in the abovementioned sum of seventeen pounds sixteen shillings & two pence by the balance of the accounts as this defendant computed the same in the month of July one thousand seven hundred & seventeen & likewise in the sum of seven pounds in several small items which this defendant has good reason to believe were received by the complaintant but omitted by him in his accounts And this defendant denies that the complaintant by himself or others ever desired this defendant to come to any account but if he had so done this defendant had readily complied therewith could this defendant any ways apprehend that the complaintant would pay this defendant what should appear to be due to her on the balance of such account And this defendant denies all & all manner of unlawful combination & confederacy whatsoever in the complaintant's Bill charged without that that there is any other matter cause or thing material or necessary for this defendant to make answer unto & not herein or hereby before well & sufficiently answered unto confessed or avoided traversed or denied is true All which matters and things herein before contained this defendant is ready to aver maintain & prove as this Honourable Court shall award & therefore to be here dismissed with her costs & charges by her in this behalf most wrongfully sustained

Note: Answer from Edward Sedgwick missed, not photographed