1789-004
Southampton County

Chancery Papers : Newsum vs Edmunds

3/1789

other surnames: Drew, Vaughan

Joel Newman
v
A Edmunds
Injunc

Sept. 1785
6 green bale felts
Olive
[redacted]
March 1789
Partpd

To the worshipfull justices of Southampton County
sitting in Chancery.

Humbly complaining Sheweth unto your worship your Orator Joell Newsum That sometime about the year 1780 your Orator being amongst strangers & at a public place ~~xxxx~~ far from his neighbours & friends was unintentionally drawn in ~~intoxby~~ & incited to drink too much. & being greatly intoxicated & deprived in a measure of his reason. was perswaded to play at Cards with one William Vaughan who played for & on the behalf of one Jesse Drew at which game your Orator lost to the said Jesse the sum of seven hundred pounds at one sitting, that the said Vaughan & Drew insisted upon your Orator to give his bond to the said Drew with Security for the said Sum but on your Orator [illegible] who was far from his neighbourhood offering the only friend he had there Isham Newsum. the said Vaughan who transacted the business refused to accept of the said Isham Newsum alledging he was under age - & then by force & against the will of your orator seized upon his horse & notwithstanding your Orators earnest entreaties kept the same from him until he was compelled to execute his bond with the said Isham Newsum his security whom at last they consented to accept. that this transaction was during the time your orator was quite deprived of his Senses & reason - ~~& Entirely have been left~~ ~~and he not so done~~ ~~& whose~~ & who was ~~Entirely have been left~~ a distance from his home & without his horse, that your Orator alledges the said Jesse Drew was also present. consenting aiding & abetting the said Vaughan in the several transactions above that sometime after the said Jesse Drew in order to avail himself the more securely of this imposition on your Orator. assigned over the bond to one Howell Edmunds. whom your has heard & believes was present during the whole of the time of the gaming as aforesaid which said Howell Edmunds as Assignee of the said Jesse Drew hath since commenced his action at law agt your Orator & hath obtained a judgment on the said bond agt your Orator & his Security & issued an execution on the estate of

your & compelled him thereby to the necessity of executing another bond to Replevy the estate taken by virtue of the said execution on the judgment aforesaid Your Orator further sheweth that during the dependance of the said Suit your orator always intended to instruct his Attorney to plead the several matters above — for his defence but was unfortunately deprived of that defence by being confined to his house with Sickness & thereby deprived of his attendance on the Court for that purpose to instruct his Attorney for his legal defence And so it is May it please your worships that notwithstanding the said Howell Edmunds well knew the several illegal artful & unjust advantages taken to compass & bring about this imposition upon your orator still persists in the prosecution of this their ungenerous proceedings & threatens to move the Court at Law for judgment against your Orator this last Security on the Replevy bond aforesaid In tender consideration of the premises and for that your orator is remediless by the rigor of the common Law know only relievable in this worshipful Court of Equity where matters of fraud & accident are properly cognizable To the end therefore that the said Howell Edmunds may upon his Corporal Oath full true & perfect answer make to all & singular the allegations of this bill of complaint as fully & particularly as if the same were again repeated and more especially that he may set forth & discover Whether he was not present when your Orator & the said Vaughan played at the game of Cards at the house of one Absalom Joyner; Whether he did not know that the Consideration on which the bond assigned to him by the said Jesse Drew was founded & for which it was given was not for money originally won at gaming Whether your Orator at the time of the gaming aforesaid was not intoxicated with liquor & unequal to the task of defending himself at the said game (if lawful) on equal terms with the said Vaughan & Drew Did he not see the said Vaughan deprive your Orator by force of his horse

compel your Orator to
& thereby comply with any terms that might then be imposed on him What Consideration did he the said Edmunds give bona fide for the said bond; was he not informed or did he not know that the same had been obtained from your Orator for the payment of a gaming debt: And that this Court will grant unto your Orator the Commonwealths most gracious writ or writs of Injunction directed to the said Howell Edmunds his Attorneys Solicitors Agents & Officers Commanding them & every of them not to proceed to the execution of any Judgment at Law against your Orator or his Security until the matter is heard in this worshipful Court in equity And that your Worships will make such Decree in the premises for the relief of your Orator as may agreeable to Equity & good Conscience May it please &c.

Kello for Compt.