

1804-032 Chancery Causes, Eley Johnson vs John Lawrence's estate

Deed of Wright County

Johnson — }
vs }
Laurence & Co } J. M.

John in his lifetime the truth of which he can prove,
together with the 10^l paid to the S^r Executor, would be
nearly or wholly ~~discharge~~ discharge S^r bond and
all other just claims vs your Oration which were due
to S^r John Lawrence —

Wherefore and for as much as your Oration
is only relievable in a court of equity, he prays that
said Mills Lawrence may be made a dep^r to this his
bill of complaints, and that on his corporal oath he may
full, true, and perfect answer make, to all and singular
the allegations herein contained, and that as fully as if
the same were here again repeated and interrogated,
and that S^r plaintiff at law be enjoined from all further proceedings untill a full hearing in equity
~~That~~ that he be decreed to allow your Oration the
costs which may appear due to your Worship, and
make any other decree in the premises which may
be just. May it please you —

Barth. for complt.

This bill was sworn to before me, by Eley
Johnson this 6th August 1800 —
Isaac Baykin

To the worshipping court of Isle of Wight in chancery sitting
Humbly complaining shew unto the court your Orator ^{Ray} Johnson:
That your Orator had considerable dealings with
a certain John Lawrence in his lifetime, and that at the
time of his death, which happened on or about the 17th day of
17th, the said Lawrence was considerably in your
Orator's debt.

Your Orator did suppose that
under these circumstances he would be allowed a discount
with the executors, for articles which he purchased at the
sale of said Lawrence's estate. This was refused by the executors.
They demanded of your Orator bond and security agreeably
to the terms of sale, but promised that all just accounts
would be admitted against the said bond. — your

Orator has since that time paid to Mills Lawrence one
of the executors the sum of Ten dollars, for which said sum
ought to have been credited, but is not. Your Orator having
great confidence in said Executor did not require from him
a receipt. — ~~I saw~~ the said Mills Lawrence the

surviving Executor of said John Lawrence, notwithstanding the
justice of your Orator's claims, and forgetting his own
promises in that respect, has sued your Orator in
two actions, One founded on said bond, & another on
an open acct. Which it seems said John Lawrence had improp-
erly left open on his books against your Orator, the latter of
which is now depending in law side of this court, and
on the former a judgement was obtained vs your Orator.
Notwithstanding if a fair settlement could be had it is
conceiv'd by y^r Orator that his accounts against B^d

getting his own promise in that respect, has sued your
Orator in two actions, one founded on said bonds, and an
other on an open Account, which it seems said John
Lawrence has improperly left open on his books against
your orator, the latter of which is now depending in law
side of this Court, - and on the former a Judgment was
obtained against your orator, - Notwithstanding if a
fair Settlement could be had it is conceived by your
Orator that his accounts against said John in his lifetime
the truth of which he can prove, together with the 10 \$ paid
to the said Executor, would nearly or wholly discharge said
bonds and all together just claims against your orator which
were due to said John Lawrence - Wherefor and for
as much as your Orator is only relievable in a Court of
equity, he prays that the said Mills Lawrence may be
made a Defendant to this bill of Complaint, & that on his
corporate oath full true & perfect Answer make to all
& singular the allegations herein contained, and that
as fully as if the same were herein repeated & interro-

gated - and that said Plaintiff at law, be enjoined
from further proceedings until a full hearing in
equity - That he be decreed to allow your orator
the credits which may appear just to your Wor-
ships, and make any other or further order or decree
in the premises which may be just -

May it please ^{ye}

Barber for Comptt.

Alfred Teste

Attest: Young Ck.

Feb. 1. 1804. The within named Mills Lawrence Esq. as
a pious doth on the holy Evangelist of Almighty God
answer the said bill in the following manner to wit,
he the said Lawrence doth admit that there was an ap-
pointment between said Dec. David Johnson but it so happened
that the said was left by said Dec. totally against of Johnson
& said Dec. did he acknowledge receive 10 \$ which C.
was placed on the Appen A by consent of said Johnson
who intimated David as the app and bond was to be paid
that it would make no difference as to which the C.
was on the said Dec. doth on his part deny ever being
inted with any app as related to in. bill & never application
ever was made by s. Johnson for any discount whatever

To the worshipful Court of Isle of Wight in Chancery sitting
humbly complaining shew unto the Court your orator Elly
Johnson: That your orator had considerable dealings with
a certain John Lawrence in his lifetime, and that at the
time of his death which happened on or about the day of
17 the said Lawrence was considerably in your
orators debt, - Your orator did suppose that under these
circumstances he would be allowed a discount with the
executors, for articles which he purchased at the sale of
the said Lawrences Estate, - This was refused by the ex-
ecutor, they demanded of your orator bond and security
agreeable to the terms of Sale, - but promised that all just
accounts would be admitted against the said bond -

Your Orator has since that time paid to Mills
Lawrence one of the executors, the sum of ten dollars
for which said bond ought to have been credited, but is
not, Your orator having great confidence in said executor
did not require from him a receipt, - The said Mills
Lawrence the surviving Ex^r of John Lawrence notwithstanding
regarding the Justice of your Orators claim, and for =

M^r Mills Lawrence this is to give you notice that
On Saturday the 10th day of September next I shall
have the Deposition of Jordan Johnson taken in
the suit of Chancery now depending in Sothampton
Court between me and John Lawrence's Executors
at John Barboers at 12 O'clock in the fore noon
August 20th day 1803 } Eley Johnson

Isle of Wight County to wit.

This day Jacob Holland made oath before me
a Justice of the Peace for the said County, that on
the 20th of August last, he did deliver to Mills
Lawrence Executor of John Lawrence, a notice
of which the within is a true copy. —

Given under my hand This 1st day
of September 1803. —

Wm. Lacy
J

at the date of the said John Lemmon's estate
that for articles purchased, for the said ten dollars.

Mr. Nathaniel Yong

Ed. H. S.

The deposition of Jordan Johnson ~~taken in a suit now~~
depending and undetermined in the County Court of Isle of
Wright in Chancery, in which Eley Johnson is plaintiff and
Mills Lawrence executor of John Lawrence dec: is defendant
due notice of time and place of taking being duly proven by
the annexed copy & affidavit. —

This deponent being duly sworn
On the holy evangelists of almighty god deposes and
saith that. He was present at the sale of John Lawrence
estate, that Eley Johnson became a purchaser of sundry
articles, the amount of which he does not recollect.
That toward the evening of the day Mills Lawrence & Eliza
Boland the executors of the said John requested the said
Eley Johnson to execute a bond for the amount of
his purchases, when Eley replied that it was unnecessary
and would be improper as the estate was indebted
to him, within ~~within~~ ten dollars, as much as what
he had purchased amounted to — to which the
Executors replied that he need not mind that, that
he must give bond and when the time of credit
of the estate expired, he might bring in his account
and it should be allowed him, that they had
not time to look over the acts of their testator, but
that it should be allowed ^{and that he did upon those assurances give bond} — That part of Eley
Johnson's account alluded to, he knows to be just,
to wit that part which consists of charges made for
beef &c charged as furnished by Nathl Johnson. Eley
Johnson's testator, and ten dollars which he had

This ~~deponent~~ deponent further states that Mills
Laurence, one of the said Executors, received ten dollars
from the said Eley Johnson, as a payment ~~of~~
but that he had credited an account which ~~he~~ ^{he} ~~had~~ ^{had} ~~against~~ ^{against} Eley Johnson
~~and~~ ~~the~~ ~~same~~ ~~Laurence~~ ~~has~~ ~~acknowledged~~ ~~the~~ ~~receipt~~ ~~thereof~~
the said Laurence has acknowledged the receipt thereof
in this deponent's hearing.

—
Jordan his
+ Johnson
mark

at John Burkers,
The above deposition was taken before us, and
returned in conformity to the annexed commission
Given under Our hand this 16th day
of September 1863 — — —

Robt. Eley
Wm. Eley

Lawrence's copy.

or } *Injun Bond*
Johnson *1800*

Oct. May 1800.

March 1802 Bill filed
& rule to Ans?

Nov. 1802
bill taken as conf?

March 1804
Ans? filed & rule for deso:

June 1804
Injun. dissolved with etc.

Oct 4 cents & 1/2 p. 1/2 p.

Know all men by these presents that we Eley Johnson & Mills
Darden are held and firmly bound unto Mills Laramie surviving Executor of John
in the sum of
current money, to which payment well and 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 the
0th day of May ~~1800~~ 1800.

The Condition of this obligation is such that whereas the said
Mills Laramie surviving Executor of John Laramie ~~Deed~~ hath obtained a
judgment at common law against the said Eley Johnson &
in the County court of Isle of Wight for

and costs, and the said Eley Johnson &
hath obtained an injunction to stay the execution of the said judgment
untill the hearing the matter in equity upon a bill for that purpose
filed. If therefore the said Eley Johnson &
shall satisfy and pay the said judgment ~~shall~~ at common law;
and all costs and damages that shall be awarded to the said Mills
Laramie Executor ~~as aforesaid~~ in case the said ~~judgment~~ ^{injunction} shall
be dissolved that then the above obligation be void or else to remain in
full force and virtue.

Signed & sealed
in presence of
J. H. Voicing

Eley Johnson Seal
Mills Larden Seal