

1815-010 Chancery Causes. Thomas Joyner, Junior's admr vs John Joyner

Isle of Wight County

Other surnames: Broadfield,
Duggin

Answer of John Joyner to a Bill exhibited against
him in the Honorable Court of Chancery
in Chancery by Thomas Broadfield administrator
de bonis non with the will annexed of Thomas
Joyner Senior. This respondent saving and
reserving to himself now and ~~hereafter~~ at all times
hereafter all right and manner of exception to the
Complainant's Bill, for answer thereto or so much
thereof as he is advised is material to answerants,
he answering saith, That it is true that the Complain-
-ant's tutor and himself had dealings and that
the Bond stated in the Bill was executed as therein
mentioned - That the settlement set forth in said Bill
& receipt therein named took place and was passed
between the Complainant's tutor and himself
for and on account of certain accounts
unliquidated, and nothing was at that time done,
or intended to be done respecting the said Bond -
Your respondent furthermore says that in passing the
said receipt it was intended to show that the balance
of two dollars on open accounts was due said
respondent from the Complainant's tutor when in
fact through error in the parties the said receipt
shows a balance to be due said Complainant's tutor
from said respondent. - Your respondent also
says that the Bond executed from the said Complain-
-ant's Tutor to himself, was by him mislaid in
the lifetime of said Thomas Joyner and not found until
after the death of Henry Joyner. That he had given
over all hope of finding the same for a considerable
time but at length among some rubbish which had
fallen behind his desk it was found. That in the lifetime of the said
Henry Joyner there was an application for the payment of said debt was made
by him to the said Henry who refused to pay it until the Bond could be found
by your respondent also says saw the date of said
receipt and in the lifetime of said Complainant's
Tutor he in the presence of witnesses acknowledged

himself justly indebted to said who your respondent in the
amount of said Bond which was said to be lost
and that if said Bond was not found he felt him-
self in conscience bound to pay the amount, not-
withstanding he doubted whether the said respondent
could recover unless he found the same. That in instituting
suit on the Bond as said Complainant he exercised no
fraud or injury, nor did he intend to do ~~it~~
so.

This respondent therefore prays him to be discharged with
his costs in this behalf so awfully ~~expended~~ sustained
and as in duty he prays &c.

Atteston. p. r

Sworn to before me this 9th of November 1815.

J. W. Woodley (J. P.)
2.

J. Joyner
ad. 3/4 answer
Joyner's admt.

To the worshipful Court of the Mayor & Aldermen in Chancery
Letting humbly complacently sheweth to
your worshipful orators Thomas Broadbent
brother of lower row with the wife and son of
that sometime in the name of your orators
tentative having had dealings with a certain
John Rogers by which he became indebted
to him in the sum of £ 7000 his
bond executed the day of in the same
and your orators further represents that
the said ~~John~~ Thomas did some short time
previous to his death have a full & complete
settlement with the said John Rogers at the
time took a receipt from him, purporting
that they had on that day fully
settled that he the said John Rogers
was at that time left indebted to said
Thomas in the sum of two shillings
all of which with more fully appear
reference being made to the said receipt
dated subsequent to the date of the bond
in which is made to be considered a part of
this bill. And your orators further says
that on the death of said Thomas Rogers
a certain Henry Rogers qualified as, his
Exor who during his lifetime received
no application or demand whatever
on the part of said John Rogers for any money
said to be due him on account of said bond

but as soon as he said being defrauded this
life & go complacently & gracefully on his
case. The said John ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~case~~ ^{case}
a court against him founded on the bond
aforesaid alledging that before that time
the bond had been lost, a circumstance
from his own confession that well ^{illustrates} ~~shows~~
the transaction of the receipt given &
taken as aforesaid, which acknowledges
a full settlement made as stated, &
compt^h having no doubt but at the
time of such settlement made the receipt
was so taken in consequence of the
bond being missing & lost: but under
which receipt & compt^h is compelled to believe
that the said Thomas, in his lifetime had
fully settled & discharged the am^t of the
said bond, & was in reality indebted
to him as actually acknowledged in the
said receipt. Nevertheless, the said Thomas
endeavouring to evade & postpone & did
sustitute suit on a bond - & a receipt of
credit received a judgment by default
in consequence of the absence of his wife
Elizabeth, to whom he had delivered
the receipt as aforesaid for his defence -
in tender consideration therefore to the
said that said judgment may be reversed, & full
justice had in the case, it would not be surprising
to know the 10. month past necessary & sufficient
that the 10. month past sufficient the life in his wife
and the 10. month past sufficient the life in his wife

In name

Soyner commor.

in 2 Bills of injⁿ

Soyner

Dec^r 1816 leave to file bill

Jan^y 1815

Bill filed

Nov^r 1813

ans^r filed & Injⁿ dissolved

~~A deposition of Thomas Duggin of Loudoun Co Va~~
taken at the house of William Davis in the Town of
Smithfield, County of Alb of North and State of Virginia
on the twenty first day of October A.D. 1801 One
thousand eight hundred and fifteen between the hours
of ten o'clock in the morning and five o'clock
in the evening of the same day, by virtue of the within
noted and annexed Commission to us directed as
Justices of the Peace for the County of Alb of North
to be read or evidenced in a cause now depending
and undetermined in the County Court of Alb of North
on the Chancery side (in injunction, in which Thomas
Broadfield administrator de bonis non with the wife
and assigns of Thomas Loyner jr. decd. is Plaintiff and
John Loyner defendant on behalf of said defendant.

~~This deponent Thomas Duggin of Loudoun Co Va~~
~~as being sworn upon the Holy Evangelists of the~~
God, depone and saith - That on or about the
eighth or tenth day before the death of Thomas
Loyner jr. decd. he the said deponent was at the house
of said Thomas Loyner, and he there then heard the
said Thomas say that he was indebted unto the said
John Loyner in the sum of sixty dollars or thereabouts
for the purchase of a horse and chair, for which he
had given to the said John Loyner his bond or note,
which was executed for the said sum of sixty dollars or
thereabouts - That the said Thomas Loyner jr. said that
the bond was lost & that he could choose whether or

Oct. 10. 1843 This day
The Board of Trustees
made a correct copy
of the report. —

Marie Rodby

My dear friends
and make us that
have only of us in the
world. We are all
in the same of us. We are
all the day of our lives.

I have dille with Thomas Joyner
and I owe him ~~twelve~~ twelve Shillings —

July ^{the} 17 1811

John Joyner: &

John Jaynes

me.

to
John Jaynes

These all men by their power to that we Thomas of
Broadfield are fully bound unto the signers
in the sum of One hundred and ten Pounds and to
to which signers are and truly to be made our bond
numbered our bond, cross and across: jointly, severally
firmly by their power to sealed with our seals dated
this 28th day of June 1844 —

The condition of the above obligation is such that
whereas the said John Rogers hath obtained a judgment
at common law against the said Thomas Broadfield
administrator sitis non with the Vice-Chancellor
of Thomas Rogers Esq. &c. in the county court of
Essex for £50.41 and costs and the said Tho.
Broadfield has obtained an injunction to stay the
execution of the said judgment until the hearing
the matter in equity, upon a bill for that purpose
filed — It therefore the said Thomas Broadfield com-
mits to the said Rogers, shall satisfy and pay the said
judgment at law and all costs and charges that
shall be awarded to the said John Rogers in and
the said injunction shall be revoked, then the above
obligation to the said John Rogers remains in full force

Signed Sealed
in presence of
David Dicks

Thomas Broadfield (Seal)

(Seal)