1820-024 Chancery Causes. John Whitfield vs Talbot Godwin

Isle of Wight County

Whitfield
v.
Godwin
Bill

October 1805
bill filed
Jany 1806
bill taken as confd

May 1806
Ans filed

May 1820 dismissed
unless prosecuted within
3 months —

To the worshipfull Court of Isle of Wight in Chancery Sitting
Humbly Complaining Sheweth unto this Court your Orator
John Whitfield. That he stood Lably indebted to Talbot
Godwin, in the Sum of Ninety five dollars, on note, which
balance due about the 25th of December 1803 — That
in the month of January 1804. he Sold and delivered
to the said Godwin, in part payment of the said note
three barrels pork at ninety Shillings ₩ barrel, amounting
to Thirteen pounds ten Shillings. and Lastly, to wit, on or
about the day of 1805 — he Sold and
delivered to the said Godwin, a horse, at the Stipulated
price of fifty —— dollars, which was also, by
Special agreement to be credited against said note. —
which two Sums added together makes the Sum of — $95. —
notwithstanding which, the said Godwin Continued the
prosecution of a Suit which he had Commenced on the
said note, obtained Judgement, and in the teeth of
Justice threatens your Complainant with Execution. —
In tender Consideration whereof and for=
asmuch as your Orator is only and properly relieveable
in a Court of equity, to the end therefore he prays, that
the said Talbot Godwin may be made a defendant
to this bill, and on oath full, true and perfect answer
make to all and singular the allegations it contains,
and that as fully as if they were here again repeated
and he thereunto interrogated; that he and all those
be injoined from further proceedings at Law, until a
full and fair hearing in equity, and that then the
injunction be made perpetual, and that such other
Or further relief may be granted, as Shall be
Considered to Square with Justice and equity.
May it please. &c.

Barlow for Compt.

Sworn to before me. the 7 day of Oct. 1805
1805.

Mills Dardene

Godwin
and Evans
Schelfield

27.16.11
28.10.0
51.6.11

was as he believes in order to make justice rather than
obtain justice that the so plaintiff injoined the proceed
-ings at law because the sheriff upon him for ca-- $50 -
would have satisfied the sheriffs as to that item when he
applied with his execution, because it was specified in that
~~said~~ receipt that it was in part of said claim -
That whilefield the complainant has paid no sum of money
or any other thing in discharge of the said Bond or the
Judgment or execution upon thereon, except the said fifty
dollars the value of the said horse, but that the said
$95 with the interest and costs now remains due to your
respondent except the $50 aforesaid, besides the sum of
the balance of his open account which
said account or a copy thereof is herewith filed and
prayed to be taken and considered a part of this
answer. That any other statement in the complainants
bill stated and set forth, which has not been either
admitted or denied are true as far as the respondent
knows or believes. Wherefore your respondent prays that
the said ~~Injunction~~ Injunction be dissolved and that
execution be awarded against the said Whitfield for the
said debt interest costs subject to a credit of said $50
may it please the court to relieve generally &c.

Tobb f. d

~~Monroe Co.~~ Nanemond County.

Talbot Godwin the respondent made oath before me
Esther Darkill Justice of the peace for said
County that the above answer is true as far as he
knows or believes given under my hand and seal this ~~[redacted]~~
~~[redacted]~~ 14 day of May - 1806

Esther Darkill

The answer of Talbot Goodwin to a Bill of injunction exhibited against him by John Whitfield in the Courts of Jefferson County

This respondent now and at all times hereafter saving and reserving unto himself all and all manner of exceptions to the said bill for the errors, imperfections absurdities and untruths therein contained, in answer thereto or to so much thereof as he is advised it is material for him to answer he saith —

That true it is the complainant Whitfield stood indebted to your respondent in the sum of ninety five Dollars due by note which was due in form and manner as is by the said complainant suppose in his bill But this respondent utterly denies that the said Whitfield ever discharged any part of that debt by pork as he alledges by his said bill He admits that he did receive three barrels of pork of the complainant and at 90 f barrel, but he in the mean time begs leave to observe that the complainant was then in arrears to him the sum of by open account, and

that the said account was credited with the said amount of pork by the consent and in the presence of the said whitfield, which was supposed in the receipts which passed from your respondent to Whitfield for so much on account that there remained at that time due your respondent on said open account

which the said complainant then and there promised to pay when called upon. He also admits the receipt of fifty Dollars the price of a horse sold and delivered him by the complainant which was to be an offset against the Judgment which your respondent had obtained against him in the Court of Jefferson founded on the above mentioned bond

Your respondent further begs leave to state that it

Whitfield
a. 3 Injunctions
Godwin

Know all men by these presents, that we John Whitfield and Valentine Jinkins are held and firmly bound unto Talbot Godwin in the just and full Sum of Thirteen Pounds ten Shillings Current money of Virginia, to which payment well & truly to be made - we bind our Selves, our heirs executors & administrators Jointly and Severally firmly by these presents Sealed with our Seals & dated this 7th Day of October 1805

The Condition of the above obligation is such that whereas the Said Talbot Godwin has obtained a judgment at common Law against the Said John Whitfield in the County court of Isle of wight for £ ninety five dollars and Costs, and the Said Jno. Whitfield 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 - If therefore the Said Whitfield Shall Satisfy & pay the Said Judgment at Law - & all Costs & Damages that Shall be awarded to the Said Godwin in case the Said Injunction Judgment Shall be dissolved - that then the above obligation to be Void, else to remain in full force & Virtue

Signed & Sealed
In presence of
B. Lightfoot

John Whitfield (Seal)

Valentine Jinkins (Seal)

Rob Some years ago Wm Bracy and R. W. Bird Esqrs
David Dick his hand and Seal

Sir

Sheffield July 7th 1806

You are authorised to dismiss the suit against Whitfield and Take his note for the cost ~~&c~~ and costs including both your accounts, deducting however the price of a barrel of Pork and settle as you think best

Mr Hardy Cobb

Talbot Goodwin