

1821-009

Chancery Causes. 'Wilkinson Whitfield' vs Joseph Goodwin 'Deftor

Dee of Wight County

Other SURNAMES, Jordan

Whitfield
Bill of
Gy. J. Injunc-
Governing Exp. #

2^d May 1820 leave given
4 Bill of files

3 July 1820 answer files

March 6th 1821 Injunc-
discharge with costs -

fees including first fee.
\$17. 14 first fee.

James Gordon p: q
Isaac Wright

appears on the back of the said Note, and as contended for by the Counsel for the S. David P. Jordan, on the day of trial, of the said at common law, that it is now in the power of yr. Orator, to establish clearly and incontestably by testimony which was on that day unknown to him, that the credit of £ which is on the back of the said Note, is solely in consideration of the S. bricks, and that therefore the credit of \$40 is not included —

Your Orator begs leave again to state to yr. worship that he should most certainly have seen the S. credit of \$40, also placed upon the S. Note, had he not have confidently believed that the S. Joseph would have done so himself, and he still believing, that he would not have omitted it, has it not have been through negligence and forgetfulness: and yr. Orator moreover believing, that if the S. Joseph, had have lived he would have ~~settled~~ settled the S. Note finally, that he would have readily have allowed the credit, as claimed by yr. Orator —

Yr. Orator ~~begs~~ begs leave lastly to state to yr. Honors, that he is now without remedy in the premises except through the intervention of ~~your~~ a Court of equity where such matters are alone relivable and properly cognizable — In tender consideration therefore, yr. Orator prays, that the S. David P. Jordan Esq: as aforesaid be made a Defendant hereto, and that he upon his corporate

oath, be compelled to say, whether or not, he knows any thing of the S. credit of \$40, which is not, but ought to have been placed upon the S. Note in consideration of the S. Of m — And Your Orator lastly prays, that the S. David P. Jordan Esq: as aforesaid & all others concerned, may be enjoined from further proceedings in said ~~Legal~~ Judgment and execution, & that yr. worship will grant the Commonwealth writ of Injunction commanding him & yr. Orator will ever pray —

David Jordan for
"Compl^y"

Sherrif Wright County to wit:

This day William Whitford personally appeared before me, one of the Justices of the Peace for the County of York, and made oath to the contents of the foregoing bill — Given under my hand this first day of May — 1820 —

Andrew Woodley J.P.

To the Worshipful the Justices of the Peace, Wight County
In Chancery sitting, humbly complaining sheweth unto y^r. worshipps
y^r. Orator Wilkinson Whetford - That a certain Samuel P. Loran
Esq^r of the last will and testament of a certain Joseph Goodwin
de^d. instituted a suit on the common law side of this worshipful
Court, on a note executed by y^r. Orator to the S^r. Joseph in his life
time, and at the last March term recovered a judgment; since
which time, by virtue of the S^r. Judgment an execution has issued
against y^r. Orator for the sum of \$

Your Orator begs leave to state to y^r. worshipps,
that after the execution of the said note, that he y^r. Orator,
and the S^r. Joseph, has considerable dealings together, and
that therefore he y^r. Orator became justly entitled in the
life time of the S^r. Joseph, to two separate and distinct
credits, to wit: one of \$ in consideration of a parcel
of bricks, sold and delivered to the S^r. Joseph in his life time,
which credit y^r. Orator believes is correctly placed on the
book of the S^r. Note the other of \$40 in consideration of
a cask of Ogen, also sold and delivered to the S^r. Joseph
in his life time, which credit, in consequence of negligence
y^r. Orator presumes, is omitted to be placed, as it ought
to have been, on the said Note - Your Orator begs leave
further to state to y^r. worshipps, that although it was
not in his power to establish, at the trial of this suit
at common law, that both the credits which y^r. Orator
claims, were not included in the one of \$ which

Isle of Wight County, town,

This day, Wilkinson Whitfield personally appeared before me, one of the
Justices of the peace for the ~~Said~~ County aforesaid, and made oath to the truth of
the allegations contained in the foregoing bill - Given under my hand this
first day of May 1820

Andrew Woodbury J.P.

Attest John D. Young J.P.

Whitfield
vs
Godwin ex or
Bill of
& Injunction
Attest for Honor etc.

To the Worshipful the Justices of the County of Middlesex, in Chancery sitting, humbly complaining sheweth unto your worshipps your orator William Whitfield - That a certain Samuel P. Jordan executor of the last Will and Testament of a certain Joseph Goswain deceased instituted a suit on the common law side of this Worshipful Court on a note executed by yr. orator to the said Joseph in his life time, and at the last March term received a judgment; since which time, by virtue of the said judgment, an execution has issued against yr. orator for the sum of £¹⁰. Your orator begs leave to state to yr. worshipps that after the execution of the said note, that he your orator, and the said Joseph, had considerable dealings together, and that therefore he yr. orator became justly entitled in the lifetime of the said Joseph, to two separate and distinct credits, to wit, one of £¹⁰ in consideration of a parcel of bricks, sold and delivered to the said Joseph in his life time, which credit yr. orator believes is correctly placed on the back of the said Note: the other of £⁴⁰ in consideration of a yoke of Oxen, also sold and delivered to the said Joseph in his life time, which credit in consequence of negligence yr. orator presumes, is omitted to be placed, as it ought to have been on the said Note - Your orator begs leave further to state to yr. worshipps, that although it was not in his power to establish, at the trial of the said at common law, that both the credits which your orator claims, were not included in the one of £¹⁰ which appears on the back of the said note, and as contended for by the counsel for the said Samuel P. Jordan, on the day of trial, of the said at common law, that it is now in the power of yr. orator, to establish clearly and incontrovertibly by testimony, which was on that day unknown to him, that the credit of £¹⁰ which is on the back of the said Note, is solely in consideration of the said bricks, and that therefore the credit of £⁴⁰ is not included - Your orator begs leave again to state to yr. worshipps that he should most certainly have seen the said credit of £⁴⁰, also placed up the said note, had he not have confidently believed that the said Joseph would have done so himself, and he still believes, that he would not have omitted it, had it not have been through negligence and forgetfulness: and yr. orator moreover believes, that if the said Joseph, had have lived to have to have settled the said Note finally, that he would readily have allowed both the credits as claimed by your orator - yr. orator begs leave lastly to state to yr. honors, that he is now without remedy in the premises except through the intervention of a Court of Equity, where such matters are alone relivable and properly cognizable - In tender consideration therefore, yr. orator prays, that the said Samuel P. Jordan executor aforesaid, be made a defendant here, and that he upon his corporal oath, be compelled to say, whether or not, he knows any thing of the said credit of £⁴⁰, which is not, but right to have been placed upon the said Note in consideration of the said Oxen - and your orator lastly prays, that the said Samuel P. Jordan executor as aforesaid and all others concerned, may be enjoined from further proceedings in said judgment and execution, and that yr. worshipps will grant the commonwealth's writ of Injunction commanding &c. & your orator will ever pray &c. - M. Jordan for complainant -

Whiffles
Yogurt? Eggs

Whiffles
Faintly visible text, possibly a signature or title.

The answer of Samuel P. Jordan Esq. to the last writ and
testaments of Joseph Gordon dec'd. to the said Benjamin
against him exhibited, on the part of William Whitfield,
in the Court - 7th March - said that he knows
nothing unto the credit of the exec. he is 40 or 45, claiming
to be unpaid by the Comp. in his said Bill -
"he denies the fact - & calls for the evidence to
sustain it. - he had thought, that the ~~off~~ Comp.
had a fair trial at law. by an impartial
jury, - but cannot say, whether the credit
allow'd, embraced the exec. debt, or was
charged, - The resp^{nt} acting only in a representative
character is himself unacquainted with
the transactions as mentioned - & calls for satisfactory
evidence on the part of the Comp. to support
the allegations as stated in his Bill.

They also denying all fraud & pray
that the said Benjamin be depol'd. - that
he may without more delay, have the
benefit of the judgment as often.

Honesty

"I do of right solemnly

affirmed
that the said Samuel P. Jordan ~~made~~ before
me a Justice of the Peace for said County that
the facts in the said answer contained, so far
as depends on his own knowledge, are true. &
so far as depends on the information of others, he
believes them true. Given under my hand this 3rd Feb 1820
Thomas Smalley Jr.

Whitfield
or
Lodding or
Mj^r Bones

Know all men by these presents that we Wilkinsons
Whitfield and Bightfoot & Meritt Lordan
are held and firmly bound unto Samuel P. Lordan executor of
Joseph Goodwin decd. in the sum of fifty pounds twelve Shill-
ings current money of Virginia to which payment well
and truly to be made, we bind ourselves or heirs exors. & admors.
jointly and severally firmly by these presents sealed with
our seals and dated this 15th day of May 1820

The condition of the above obligation is such that whereas the
said Samuel P. Lordan exor.^r of Joseph Goodwin decd. hath
obtained a judgment at common law against the said Wilkinsons
Whitfield in the County Court of Talbot for twenty five pounds
six Shillings with interest thereon and the said Wilkinsons
Whitfield hath 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
Wilkinsons Whitfield shall satisfy and pay the said judgment
at Law and all costs and damages that shall be awarded to
the said Samuel P. Lordan exor. as aforesaid in case the said
Injunction shall be dissolved then the above obligation to be
void, or else to remain in full force and virtue -

Signed Sealed & acknowledged
in presence of -

Wilkinson his Whitfield Seal
B. Bightfoot mark Seal
S. P. Lordan Seal

50

18

68

40

108

500

120

7.28

9.80

17.14