

1821-016

Chancery Causes: Carter Deeds vs Henry Joyner's admorsal

Isle of Wight County

other SURNAMES: Broadfield,
Applewhaite

Know all Men by these presents that we Charles Deas and Bartholomew
Lightfoot of the County of Prince Georges and Charles B. Broadfield
Administrators of the will annexed of Thomas Soper decd.
in the sum of Fifty two dollars current money of Virginia to the payment
whereof we are both to be bound. unto the said Charles B. Broadfield Administrator
of Thomas Soper decd. his heirs and assigns in and to whose favor and use each
of our heirs Executors & Administrators jointly and severally jointly by these
presents sealed with our seals and dated this 25th day of March 1816

The condition of this Obligation is such that whereas the said Charles
B. Broadfield Administrator decd. is now with the will annexed of
Thomas Soper decd. hath obtained a Judgment at common law against
the said Carter Deas in the County Court of the County of Prince Georges
for Twenty six Dollars, Interest and costs and the said Carter Deas hath obtained
an Injunction to stay the Judgment until the hearing of the matter
in equity upon a bill for that purpose filed. If therefore the said Carter
Deas shall satisfy and pay the said Judgment at common law. and
all costs and Damages that shall be awarded to the said Charles B. Broadfield
Administrator or case the said Injunction shall be dissolved then
the above obligation to be void the herein in full force & virtue

Witness our hands
In presence of
John H. Jones

Carter Deas Seal
Lightfoot Seal

The commonwealth of Virginia to the sheriff of Isle of Wight
County greeting; you are hereby commanded to summon
Charles H. Brasfield Administrator of Thomas Boyner Senr
to appear before the Justices of our county court of Isle of
Wight at the courthouse of the said county on the first
Monday in July next to answer a bill in chancery
exhibited against them by Doctor Dorr

and this they shall in no wise omit under the penalty of
£100 — and have then there this writ witnessed
Nathaniel Loring clerk of our said court at the court
house the 15th day of June 1816 in the 4th year
of the commonwealth —

Nathl. Loring
Clerk

The commonwealth of Virginia to the sheriff of Isle of Wight
County greeting: you are hereby commanded to summon
Charles D Broadfield Administrator of Thomas Joy our Son: doo
to appear before the Justices of our county court of Isle of Wight
at the courthouse of the said county on the first monday in
August next to answer a bill in chancery exhibited against
~~them~~ ~~by~~ him by Carter News

and this they shall in no wise omit under the penalty of
£100 and have then there this writ Witness
Nathaniel Young clerk of our said court at the
courthouse the 24 day of July 1816 in the 4th year
of the commonwealth — Nathl Young

To injoin a Judgment obtained at common law
 by Lebrardus D. Broadfield Xd mor. V. of Thomas Seymour
 Sen. decd. against Carter Dew, bond & security given
 & release of men in law — Teste Nathl. Young Esq

Dew
 No. 1
 20 Apr. of Enine
 Seymour Xd mor

Wm. Robertson
 J. M. Boykin
 J. M. Boykin

Enacted

The answer of Charles D. Broadfield Advt. de bonis now
of Henry Byrne decd. who was Esq. of Thomas Byrne decd.
in the Bill of Repudiation exhibited in the Court at the Court of
Circuit Decr. - They respond saying & reserving
themselves all benefit of exception &c. - In answer, said
he found the bond in the Bill mentioned, & saw
which such way, but a Judm. record, among
the papers of this intestate - he denies that
he in any way prevented ^{alaw} D. Byrne from attending
in the defence of the said ^{alaw} a, alleged - believing
the claim an honest one - In fact,
denies all every allegation in the
Compt. said Bill, as set forth - & calls
on him to establish the facts therein
alleged, by satisfactory evidence -

has never heard Henry Byrne say that
the bond in question was cancelled -
on the contrary thinks, had such been
the fact - that he would have
returned it to said Decr. - But
permitted it to sleep with his other
unimportant papers. - They respond praying
of Court to disprove the D. Byrne claim.
Shall retain the benefit of his
Judm. at Law - ~~which is~~

File of Bright County Court.

Thursday Charles D. Broadfield made
 oath before me in the Superior Court of County that
the facts in the Bill of answer as set forth
to be best of his own knowledge are true &
so far as they depend on the information
of others he believes them true.
Given under my hand this 11th day of Decr. 1825

North Mills J.P.

Dear

Brother & Sister

My dear

To the Worshippful Court of Isle of Wight County in Chancery sitting, humbly
complaining I shew unto your worships, your orator Carter Dees - That a certain
Charles D. Broadfields senior. do bonis moris of Henry Joyner decd. who was exor. of Thomas
Joyner S^r decd. did institute an action of debt on a bond executed by your orator Mills
Applicante his security, to the said Henry Joyner exor. of Thomas Joyner S^r decd. for the
sum of \$26 and that an execution has issued against your orator - your orator
further states, that he believes it would have been in his power to have established
payment on the day of the trial at common law, by a material witness who has
since died, but previous to that day the said Charles D. Broadfields senior. as aforesaid,
and your orator agreed to have the matter to reference, and your orator therefore
deemed it unnecessary to attend the trial, as he expected the suit was dismissed -
Your orator further states that he believes and supposes the manner in which this bond,
upon which the execution has issued was that he purchased property at the sale of
the said Thomas Joyner S^r decd. to the amount of the said bond, and for which he
must have given ^{this} said bond; Your orator also states that he attended the s^d
sale the succeeding day, and purchased more property to the amt^d of \$42. 7³/₄
including the property of the first day purchase, and that he gave another bond
for that amt^d which he believes was to cancel the small bond given the first
day, and upon which the execution has issued, but by neglect of your orator
he failed to take in the small bond that day, and it afterwards escaped his memory
until after the said Charles D. Broadfields senior. as aforesaid tenders it to him
for payment - your orator further states, that the amt^d of both day purchases
in the account of sales of the estate of the said Thomas Joyner S^r decd. agrees
precisely with the amt^d of the large bond, which was discharged by him
in the lifetime of Henry Joyner exor. as aforesaid - Your orator further states
that after the death of the said Henry Joyner, the said Broadfields presented
him with this s^d small bond, and he refused to pay it knowing it to be
unjust - In tender consideration whereof and for as much as your orator is
remedied in the premises except through the intervention of this Worshippful
Court - your orator prays that the said Charles D. Broadfields senior. as aforesaid
be made defendant hereto, and that he may be compelled upon his corporal
oath, to make as true and perfect answer to the foregoing allegations, as if the
same were here again repeated and he thereto particularly interrogated, and
more especially, that he do forth and say, whether he believes the said bond
just, and this due, and whether he ever heard the said Henry Joyner in

his life time say, that the said bond was cancelled in the manner heretofore
alluded - and your orator prays that the said, and all others concerned may be
excluded from further proceedings, in said matters, and that your worship will
grant the commonwealth writ of injunction commanding &c. and your orator
will ever pray &c.

Jordan J. J.

Attest Teste Nathl. Young, Clk

News
as
Soyner's removal
as
Inj. Bill

Attest

To the Worshippful Court of Isroflight County in Chancery
 sitting, humbly complaining, sheweth unto your
 Worships, your orator Carter Deems - That a certain
 Charles D. Broadfield adm^r de bonis non of Henry Joyner
 dec^d. who was Ex^r of Tho^s Joyner Jr^r dec^d. ^{did} ~~institute~~ an
 action of debt on a bond ~~of your orator~~, executed
 by your orator & Mills Applewhite his security, to the
 s^d Henry Joyner ex^r of Tho^s Joyner Jr^r dec^d. for the sum
 of \$25. and that an execution has issued against your
 orator - Your Orator further states, that he believes
 it would have been in his power to have established
 payment on the day of the trial at common law, by
 a material witness who has since died, but previous
 to that day, the s^d Charles D. Broadfield adm^r as afor-
 -said, & your Orator agreed to leave ^{the matter} to reference,
 & your Orator therefore deemed it unnecessary to
 attend the trial, as he expected the suit was dismissed -
 - as - Your Orator further ^{he believes, & supposes} states that the manner
 upon which the execution has issued
 in which this bond came into existence, was, that
 he purchased property at the sale of the s^d Thomas
 Joyner Jr^r dec^d. to the amt^t of the s^d bond, & for
 which he ^{must have} given this s^d bond; Your Orator also
 states that he attended the s^d sale the succe-
 -ding day, & purchased more property to the amt^t
 of \$42.7 ³/₄ including the property of the first
 days purchase, & that he gave another bond for
 that amt^t, which ^{he believes} was to cancel the small bond
 given the first day, and upon which the execution has

Deems
 vs. 3 Mills of
 Broadfield adm^r de
 bonis non

Deems
 vs. 3 Mills of Joyner
 Joyner adm^r

March 1816 having been
 still filed Bond & Pa. Jr^r
 August 1820 answer filed

September 1821 injunction dis-
 solved with damages and costs.

ipsum, but by neglect of your orator, he failed to
take in the small bond that day, & it afterwards
escaped his memory, until after the s^d. Charles W.
Broadfield am^t. as aforesaid, tendered it to him
for payment - Your orator further states, that
the am^t. of both says purchases in the account
of sales of the estate of the s^d. Tho^s. Joyner J. sec^d.
agreed precisely with the am^t. of the large
bond, which was discharged by him in the
lifetime of Henry Joyner ex^t. as aforesaid -

Your orator further states, that after the death of
the s^d. Henry Joyner, the s^d. Broadfield presen-
-ted this him with this s^d. small bond, and he
refused to pay it knowing it to be unjust -

~~And~~ In tender consideration whereof
and for as much as your orator is remedied in the
premises except through the intervention of this
Worshipful Court - your orator prays that the
s^d. Charles W. Broadfield ^{as am^t. as aforesaid} be made a defendant
~~And~~ hereto, & that he may ^{be compelled} upon his corporal
oath, to make as true & perfect answer to the
foregoing allegations, as if the same were here-
^{again} ~~repeated~~ repeated, & he thereto particularly interroga-
-ted, & more especially, that he set forth & say,
whether he believes the s^d. bond just, & still due,
& whether he has ever heard the s^d. Henry Joyner
in his lifetime say, that the s^d. bond was cancelled
in the manner heretofore ~~alleged~~ alleged - and your

orator prays that the said, & all others concerned
may be enjoined from further proceedings, in s^d.
execution, & that your worshipful rule grant the
Commonwealths writ of injunction commanding
do & your orator will ever pray -

Jordan - P. G.