1823-020 Chancery Causes. Archibale Williford vs Ludwell Gwaltney

Isle of Wight County

Other Surnames. Blunt, Gualtney, Blount, Holleman, Willeford

Know all men by these presents that we Archibald Willford and Littleberry Delk are held and firmly bound unto Ludwell Gwathney in the sum of ~~eighty two dollars~~ ~~[illegible]~~ cents current money to which payment well and truly to be made we bind ourselves our heirs, executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this 24th day of July 1823

The condition of this obligation is such that whereas the said Ludwell Gwathney hath obtained a Judgment at common law against the said Archibald Willford in the county court of Isle of Wight for forty six dollars with Interest & costs and the said Archibabald Willford hath obtained an injunction to stay the execution of the said Judgment until the hearing of the matter in equity upon a bill for that purpose filed; If therefore the said Archibald Willford shall satisfy and pay the said Judgment at common law, and all costs and damages, that shall be awarded to the said Gwathney in case the said Injunction shall be dissolved, then the above obligation to be void or else to remain full force and virtue

Signed sealed and acknd.
In presence of
Wm. G. Edwards
" Ed "

Archibald his mark Willford (seal)

Littleberry Delk (seal)

Willson

to

Gwallney

Injunction

Bond

Personally appeared before us Eley Hallerman ~~and~~ ~~made oath~~ at Isle of Wight court house pursuant to notice and made oath that in the case of a controversy between A. Williford plaintiff & L. Gwatkins defendant) the deponent went one evening with the said Willifords to the said Gwatkins and saw the said Williford deliver to the said Gwatkins an order drawn in favour of said Willifords by D. Blunt on said Gwatkins for $25 the said Gwatkins said he would take the order, & see Dr Blunt about it - and further said that Dr Blunt had been to his house to borrow money to purchase a half tuning iron and further this deponent saith saith not.

Gray Carrell J. P.

[illegible] Duke J. P.

Oley Hallerman
Deposition

Aug.t 4th 1823. Isle of Wight County, this day Noah Delk came before me and made Oath that he Delivered a true Copy of this notice to Ludwell Giva=tney on the Wednesday the 16th day of July 1823

Jordan Parr J.P.

Mr Lewill Gwatney take notice, that I shall proceed to take the deposition of Josiah Blunt Eley Hollman and others, before two magistrates, at Samuel Wombles store, in the county of Sussex between the hours of ten O'Clock in the morning and four o'clock in the evening of 31st day of July 1823.

— and likewise, take in like manner the deposition of Eley Hollman Josiah Blunt and others at Southwights court house on the first of August court 1823 between the hours of ten o'clock in the morning and four in the evening; both in a matter of controversy (in chancery) in which you are defendant and I am plaintiff. Where you may attend if you please.

Archibald his X mark Wellford

July 16th 1823

The answer of Ludwell Yeatman to the bill of complaint of Archibald Williford the complainant, exhibited against him in this worshipful court. — This ~~defen~~ ~~dant~~ Respondent now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception that can or may be had or taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said complainants said bill of complaint contained, for answer thereto, or to so much thereof as he is advised it is material or necessary for him to make answer unto, answereth and saith, — That it is true as the complainant alledges, that some time, he believes, in the year 1819 he sold him the said complainant a watch and took his note for $25. the amount agreed to be paid for the same; and that some short time thereafter a payment towards the said note was made, and which he believes was credited on the said note, leaving a small balance due thereon. But at the time of this transaction the complainant was indebted to this respondent

dent on an open account, the amount of which was very largely increased be dealings subsequent to the transaction above mentioned. That some time in or about the month of March 1821, the complainant, as he states, did obtain an order from on him from Dr. Josiah Blount for the amount of $25. and which he presented to this respondent in part payment of the debts due from the complainant to him; that this respondent did not at the time come to a settlement with the complainant, because he wished first to see Dr. Blount for the purpose of coming to some understanding with him on the subject that after having seen Dr. Blount and as he believes in the month of July following, he sent for the complainant in order to come to settlement of all their transactions being then willing to allow him the amount of the said order drawn in favour of the complainant by Dr. Blount: But this respondent totally denies that he charged the complainant with the amount of the said order, on the contrary he avers that he gave him in their settlement credit for for it; having in the settlement which took place added the amount of principle and interest still due on the note above mentioned, to the amount of his this respondents open account, and then having deducted the amount of the said order from that sum. And the judgement which has been obtained by this respondent against the complainant, and which on the application of the said complainant has been injoined, was rendered on a note taken for the balance thus found to be justly due to him the said respondent.- This respondent having thus fully and unevasively answered the bill of the said complainant, prays to be hence dismissed with his reasonable costs in this behalf expended, &c.

Swayze Gwatney

A. Smith attr. for Defendant

State of Bright County, to wit:

This day personally appeared before me a justice of the peace for the county aforesaid Lodwell Gwatney and made oath that the above written answer and the matters therein contained are true.

Given under my hand the 4th day of Aug. 1823.

J. H. Chapman J.

Williford
vs.
Guattney } In Chancery.
Answer

To the honorable court of Isle of Wight in chancery sitting.

Humbly complaining sheweth to the court, your complainant Archibale Williford that he was sometime in the year indebted to a certain Ludwell Gwaltney on a running store account to the amount $16 — and your complainant became further indebted by the purchase of a watch of the said L. Gwaltney; for which your complainant executed his note to the said Gwaltney in the year 1819 for $25 — some two or three months after, your complainant made a payment of $20 which credit was entered on the said note, leaving a ballance of principle on said note $5 with about two months interest which ballance of principle with the interest, being added to the said store account amounted to about $21. Your complainant then sold the said watch to Dr Blunt for $25 — who drew an order on the said L. Gwaltney in favour of your complainant Williford for the purpose of paying of the said $21 due the said Gwaltney by your complainant, which order the said Gwaltney refused to accept on that account but still kept the said order in his possession and refused to deliver it to your complainant as he ought to have done, but what is most wonderful; and unjust is, that the said L. Gwaltney said he would settle it with your complainant, when he the said Gwaltney should have a settlement with Dr Blunt, saying at the same time he would charge your complainant with the amount of said order; for Dr Blunt would get it out of him, accordingly some few days afterwards the said Gwaltney sent for your complainant to renew the old note of $25 (given for the watch as above) and instead of redilivering the said order — or accepting the same which would have nearly extinguished the debt, the said Gwaltney instead did add the said order for $25 (that was drawn in your complainant's favour) to the $21 which was caught to be extinguished by it, and prefed your complainant to execute a note for the iniquitous amount $46 thus made up: and your complainant being wholly ignorant of legal transactions, and having some confidence in said Gwaltney, was by some unaccountable circumstances, indeed, improvidently induced to sign; upon which Note a suit has been lately brought and judgment obtained against your complainant who now stands exposed to the execution of that unrighteous judgment. tending to the injury and opp of your complainant.

In tender consideration whereof, and in as much as your complainant is without remedy else where, he prays that the said Ludwell Gwaltney may be made defendant hereto, and be compelled upon oath to answer all the allegations herein contained, fully and unevasively, touching the disposition of the above orders, and for what reason the amount was charged upon the said plaintiff, and particularly the condition on the note and all the other particulars relative to making up the said account upon which the said suit was brought. He further prays that all further proceedings may be enjoined untill the matters herein can be fully heard in this court; and he prays for general relief.

Isle of Wight county to wit.

Archibald Williford

This day and year personally appeared before me a justice of the peace and made oath to the truth of the facts stated in the foregoing bill. Given under my hand this 7th day of July 1832. Hollomon J.P.

Millford

vs } Bill of Injun

Gwathmey

July 1823, leave given to file the said bill on giving bond and security in the clerks office within one month according to law

July 1823 bond and security given according to law & filed

August 4th 1823 Answ. & affidavit filed

Feby 5th 1824 Injun. dissolved with damages & costs

Petitioner $5.04 filed at J.C.

Millford

vs } Injunction

Gwathmey