1824-024 Chancery Causes: Martha Broadfield v Catharine Joyner, Exy v C vs Charles D. Broadfield,

Isle of Wight County v John R. Jones v Ux

that for the credit part, he take of the purchaser or purchasers bonds with good and sufficient security in such way as to enable him to comply with this order & decree. That of the net proceeds of the sale he the said do pay over one sixth part to Elizabeth Broadfield widow of Thomas Broadfield and one of the complainants, to be holden by her in fee as her absolute property, in lieu of her dower & right in the said land; that of the remainder he do pay over one third to Catharine Joyner, 1/3 to Charles D Broadfield and one third to John N Jones and Polly his wife, in her right. It is furthermore ordered and decreed that the said Jones and N Jones and wife do execute a bond with good security in a penalty equal to twice the proportion, conditioned to refund to the said Charles D Broadfield & others of Thos. Broadfield, their proportion of any debts or demands which may have arisen or hereafter arise against the estate of the said Thos. Broadfield for which the land aforesaid is responsible, together with the expenses attending the recovery of such demands; and that the said Chs. D Broadfield as the Guardian of the said Catharine do receive in his hands

Martha Broadfield and Catharine Joyner the latter an infant under the age of twenty one years, suing by Chs D Broadfield her next friend . . . complainants

against

In Chancery.

Chas D Broadfield and John N Jones and Polly his wife defts.

This cause having having by consent of parties with the assent of the Court, came on to be heard upon the Bill, answer Exhibits filed and was argued by Counsel, whereupon the Court being of opinion that the share of each distributee in the lands of which Thomas Broadfield died seized or entitled to in fee simple in the County of Edgecombe and in the bill mentioned, is not worth the sum of $300, doth adjudge, order and decree that Bartholomew Lightfoot having given at least thirty days notice of the time and place of sale by advertisement to be posted at the front door of the Court House of this County, and in such other manner as he shall judge best, do sell to the highest bidder upon a credit of nine months, except for

required to pay the expenses of this suit

will [illegible] land aforesaid

subject to a similar contribution, the part to which may be allotted to him.

It is also adjudged, ordered and decreed that the said Com.rs do cause the said tract of land previous to the sale, to be divided by the aid of the County Surveyor if required, into so many parcels as he shall judge most expedient and as will in his opinion best promote the intent of the parties complainants & defendants - and make report &c.

Broadfield &c.

" 3 Dwn

Broadfield &c.

I do certify that I am willing the County Court of Ile of Wight, shall have a relief of the land of which Mrs. Bradford died seized and give me so much in fee simple as may be considered equal to my dower for life—

July 25. 1824—

Test

A. Atkinson

Martha Bradford

Mrs Broadfield's
certificate

The Joint & seperate answer of Charles D. Brodfield and John R. Jones & Polly his wife to the bill of complaint exhibited in this Court by Martha Brodfield & Catharine Joyner complainants - These respondents saving & reserving &c: for answer thereto say, they admit the allegations in the said bill contained are true: the said respondents state that your respondent Charles D. Brodfield, as charged in the said bill, became bound as security for the said Thomas Brodfield as guardian to the complainant Catharine, for whom the said Charles is at present guardian: it is also true that the said Thomas Brodfield for the purpose of saving harmless the said Charles upon his said undertaking as security, conveyed to a trustee for the benefit of the said Charles the tract or parcel of land in question - and your respondents further answering say that the accounts of the said Thomas Brodfield as guardian have not yet been settled nor can it yet be ascertained whether the said Charles D. Brodfield will or will not be finally compelled to pay money by reason of his said security ship - your respondent Charles further is not willing that the said tract or parcel of land should be sold disregarding his claim to indemnity for loss which he may hereafter sustain: But the said Charles Brodfield, as also the said Jno. R. Jones & Polly his wife, are willing & therefore consent to a sale of the said land upon such terms & on such conditions as will save & protect the said Charles in consequence of the circumstances above mentioned - without &c and the said respondents pray all & singular to be hence dismissed with their costs &c

Rich.d H. Baker
Sol.r for the defts.

Broadfield

v. Amwor.

Broadfield

To the Worshipful, the County Court of Isle of Wight
in Chancery sitting - humbly complaining, shewn unto
your worship, your oratrix, Martha Broadfield and
Catharin ~~Broadfield~~ Joyner the latter an infant under
the age of twenty one years, by her next friend
suing by, That the said Martha
Broadfield is the widow of Thomas Broadfield dec'd.
late of the County of Isle of Wight, who died intestate
having one child to wit Charles Broadfield who
died intestate and under the age of twenty one
years, about the day of A.D. 182, leaving
no child but having one uncle and one aunt,
to wit Charles D Broadfield and Polly Jones
the wife of a certain John R Jones, and the said
Catharin Joyner the descendent of an aunt to wit
Joyner deceased, all on the part of the father
of the said ~~Thomas~~ Charles Broadfield - In the
lifetime of the said Thomas Broadfield, he was
seized and possessed in fee simple of a tract of land in
the County aforesaid containing by estimation
acres; ~~which he immediately~~ which he in the
possession of the said land, and in his lifetime, he
the said Thomas Broadfield being the Guardian of
the said Catharin Joyner, and ~~the said~~ Charles D
Broadfield having become bound as his security for
the said guardianship, ~~executed~~ conveyed the land
aforesaid to a certain in trust to indemnify

the said Chas D Broadfield against any injury or damage which he might possibly sustain as his security aforesaid; which deed of trust your complainants believe is of record in the County Court of Albemarle and to which reference is prayed to be had &c. Your oratrix further shows that the said Chas D Broadfield is the administrator of the intestate Thomas and has assets as they believe sufficiency of personal estate to pay and satisfy all the debts, (the guardian debt aforesaid inclusive), and your oratrix Catharine is advised that the real estate aforesaid (provided it is discharged from the lien aforesaid ought to be divided equally between herself, John Ryons and Polly his wife, & the said Chas D Broadfield, subject however to the dower right of the complainant Martha Broadfield the widow of said Thos Broadfield; and as the share of each distributee will not exceed the sum of three hundred dollars, she is advised that it is in the power of this Worshipful Court to direct that the said land be sold for a division; and for as much as the complainants cannot obtain their just rights without the interference of a Court of Equity, they pray the aid of your worship; May pray that the said Chas D Broadfield, John Ryons and Polly his wife and he may defendants hereto and that they be compelled full true, perfect and direct answers to make to the allegations aforesaid &c That they say whether the statement herein made is not true & correct, & what objection have they to a sale of the land aforesaid and to an allotment in fee simple to the said Martha of so much as the Court may adjudge to be an equivalent for her dower right and a division of the balance among the parties then the said defendants and the complt Catharine

May lastly pray that your worship will decree a sale, allotment and division as aforesaid according to Law and that you will make any other or further order or decree in the premises for their relief which may comport with Equity — May pray the Courts writ &c. con &c.

Attorney for p. q

Broadfield &c
3 3 Exh.
Broadfield &c.

Broadfield &c

vs Bill & answer

Broadfield &c

May 3rd 1824 Bill and answer
field and Interlo decree

Broadfield &c