

1823-003

SOUTHAMPTON COUNTY
CHANCERY PAPERS

CHAPMAN VS. CALVERT 'S EXTOR & al

S/1823

other SURNames: Parham,
Heartwell, Cordle, Wallace

Chapman

207

Calvert & Parkham

Engl.

Chapman

My
Calcutt & Parham

Bill

Decr. 1818 Shy: granted.

May 15th 1820 Injⁿ air.

of Geo Spence —

Costs \$8.65

Freight.

To the worshipful Court of Southampton in Chancery
sitting - Humbly complaining sheweth unto your
Worships your orator John A Chapman That a certain
Samuel Calvert executor of Matthew Calvert died for
the benefit of Lewis A Parham hath send out an
execution from the office of the Court of the aforesaid
County against your complainants for the sum of
and costs. That the aforesaid
execution is founded upon a judgment obtained at the
November term ^{last} of the Court of the said County in the
name of said Calvert executor as aforesaid for the benefit
of said Parham against your orator upon a motion
made against him as late Sheriff of Brunswick
County for failing to return an execution which
issued from the office of the said Court of Southampton
in behalf of said Matthew Calvert on the 28th day
of March 1812 against the goods and chattles of said
Lewis A Parham and a certain Robert Wallace
on aforesaid forthcoming bond for the sum of \$192.22
but to be discharged by the payment of \$96.22 with interest
thereon at the rate of six per cent per annum from
the 15th of February 1811 till payment and the costs
\$5.54 - all which facts will more fully appear by
attested copies of the said executions and judgment
which are hereto annexed as a part of this bill -
your Orator begs leave to state to the Court that
that the judgment against him was rendered
without his having an opportunity of making
such defence as he might have made and as
he is advised would have been amply sufficient

to have defeated the motion against him in
consequence of an artifice and stratagem practised
by the said Lewis A. Parham. It will appear by
the affidavit enclosed on the back of the notice
which was given to your orator, advising him of
the intended motion that ~~some notice had not~~
~~the notice was given in fact upon a date when it was given on the 8th~~
~~the notice was given~~ given, of which fact your orator informed
the said Parham, and the said Parham in
consequence of this communication having been
made to him, promised to meet him on a certain day
and let him know whether he should proceed further
upon the notice. Parham met your orator at the
appointed time and place and informed him that
he should not proceed further upon the notice, being
satisfied that it had not been delivered in time
your orator reposing the utmost confidence in the
honor and integrity of Parham, being satisfied with
the assurance which he had then given, and failed
to appear for the purpose of making his defense
your orator will here remark, that he felt himself
bound to see that the proceedings which were
to be had against him should be strictly according
to law, to enable him to recover over against his
deputy, who, if there had been fault of duty,
was the person guilty of it. and hence his desire
that the notice should have been given in the
time required, to avoid even the appearance of
collusion - notwithstanding this understanding
existed between your orator and the said Parham
to his astonishment and surprise the judgment

was rendered and an execution immediately
issued and placed in the hands of the present
Sheriff of Brunswick: your orator however cannot
believe that so shameful a fraud as that which
has been practised towards him by Parham can
have the effect to prevent his availing himself
of the defense which he ~~always~~ intended to
have made - but on the contrary he is advised
that he may now in this Court where matters
of fraud are more especially relished against
have every benefit of that defense which, if he
had had an opportunity he might have made
at law. The defense which he should have
relied upon at law and upon which he now
insists is this. A certain Robert Wallum late of
the County of Brunswick, who is now dead and who
acted as deputy Sheriff to your orator left among
his papers the execution in favor of Matthew
Calvert vs Lewis A. Parham & himself which
has recently come to the hands of your orator. The
said Parham as your orator has been informed
and verily believes had a claim in his own and
his wife's name against a certain Willis Parker
and others, which claim with the full knowledge
and consent of said Parham was placed in
the hands of said Wallum and by him trans-
ferred to the said Samuel Calvert in payment
and full satisfaction of the execution upon
against the said Parham and Wallum with

an understanding that the sum after selling
the said execution was to be paid to the said
Wallace. and in this way this same execution
your orator verily believes was paid and satisfied
and ^{with} all which facts the said Lewis A. Parkman
is fully ^{acquainted} ~~satisfied~~. If this were the fact of which
your orator has no doubt, it appears that the execution
remained in the hands of Wallace, against whom
as well as the said Parkman it had been issued.
Whether Parkman has been against whom the execution
was issued has received any injury by the failure
to return it, or whether he can recover the penalty
imposed by law against ^{that} ~~himself~~ for failing to
return ^{the} execution are questions submitted to the
judgment of this Court. In fact your orator has
doubts whether the said Samuel Calvert ever autho-
rized Parkman to use his name for the purpose
for the purpose of carrying on this vexatious
suit. From the above statement of the facts
it is manifest that a most gross fraud
has been practiced by Parkman upon your
orator. That if it has been prevented
from taking an exception to the notice
which would have been fatal. and that
Parkman hath sustained no injury
which could justify him in making the
motion and reversing the judgment against
your orator. yet your orator is threatened

with the reverse of the execution which has
issued against him, and will suffer miserably
without the aid of a Court of Chancery where
matters of this kind are properly cognizable.
Intender consideration whereof and in as much
as your orator is residing in the premises ^{and}
in a Court of Equity he prays that the said
Samuel Calvert executor of Matthew Calvert
die and the said Lewis A. Parkman may
be made defendants unto and be compelled to
answer all and singular the allegations herein
contained fully and unequivocally and more
especially that the said Samuel say whether
he authorized the said Lewis to use his name
in the motion made against your orator, and
whether the execution in favor of Matthew
Calvert is said Lewis A. Parkman and Robert
Wallace has not been fully paid and
satisfied and in what manner. And the
said Lewis is called upon specially to state
whether in substance, the above content of the
motion upon the notice which he gave your
orator, is not correctly stated. Whether the said
execution against himself and Wallace was
not paid to Samuel Calvert and in what
manner, whether he did not authorize the
said Wallace to settle it as is herein
alleged or in any other manner, and

whether he has any and if any what authority
to use the name of Samuel Calvert in the
proceedings had against your order - you
order says that your ships would
grant the Commonwealths subjection of
Injunction commanding &c and finally
that any other or further relief in the premises
may be granted which may be consistent with
justice and equity and as in duty bound
he will ever pray &c -

Chapman 3
as 3
Parkman 4 3

3 Bels of

Enj. a copy

At the worshipful Court of Southampton in Chancery sitting & Monthly
complaining sheweth unto your worshipps your Orator John H. Chapman
That a certain Samuel Calvert Executor of Matthew Calvert decd, for
the benefit of Lewis A. Farham hath sued out an execution from the
office of the Court ^{of the} aforesaid County against your complainant for the
sum of _____ and costs. That the aforesaid execu-
tion is founded upon a Judgement obtained at the November Term
last of the Court of the said County in the name of the said Calvert
Executor as aforesaid for the benefit of said Farham against
your Orator upon a motion made against him as late Sheriff
of Brunswick County for failing to return and execution which issued
from the office of the said Court of Southampton in behalf of said
Matthew Calvert on the 23rd day of March 1812 against the goods &
Chattels of said Lewis A. Farham and a certain Robert Wallace on a
forfeited forthcoming bond for the sum of \$192.22 but to be discharged
by the payment of \$96.22 with interest therein at the rate of six per cent
per annum from the 10th of February 1811 till payment & costs \$5.50
all which facts will more fully appear by attested copies of the said Execution
and Judgement which are hereto annexed as a part of this bill. Your
Orator begs leave to state to the Court that the Judgement against
him was rendered without his having an opportunity of making such
defence as he might have made and as he is advised would be amply
sufficient to have defeated the motion against him in consequence of an artifice
and stratagem practised by the said Lewis A. Farham it will appear by the affi-
davit endorsed on the back of the Notice which was given to your Orator advis-
ing him of the intended motion that notice been given of which fact your Orator
informed the said Farham and the said Farham in consequence of this commu-
nication having been made to him promised to meet him on a certain day &
let him know whether he should proceed further upon the Notice Farham met
your Orator at the appointed time and place and informed him that he should
not proceed further upon the Notice being satisfied that it had not been acting
in time. Your Orator reposing the utmost Confidence in the Honor and
integrity of Farham rested satisfied with the Assurance which
he had thus given and failed to appear for the purpose of

of making this defence Your Orator will here remark that he felt himself bound to see that the proceedings which were to be had against them should be strictly according to Law to enable him to recover over against his deputy who if there had been failure of duty was the person guilty of it and hence his desire that the notice should have been given in the time required to avoid even the appearance of collusion - Notwithstanding this understanding existed between your Orator and the said Parham to his astonishment and surprise the Judgment was pronounced and an execution immediately issued and placed in the hands of the present Sheriff of Bucks which your Orator however cannot believe that so manifest a fraud as that which has been practised towards him by Parham can have the effect to prevent him availing himself of the defence which intended to have made but on the contrary he is advised that he may now in this Court when matters of fraud are more especially relieved against have every benefit of that defence which if he had had an opportunity he might have made at Law. The defence which he should have used upon at Law and upon which he now insists is this A certain Robert Wallace late of the County of Bucks who is now dead and who acted as deputy Sheriff to your Orator's left hand and his papers the Execution in favor of Matthew Calvert re Lewis A Parham and himself which has recently come to the hands of your Orator. The said Parham as your Orator has been informed and verily believes had a deed in his own and wife's name against a certain William Parker and others which deed with the full knowledge and consent of said Parham was placed in the hands of said Wallace and by him transferred to the said Samuel Calvert in payment and full satisfaction of the execution aforesaid against the said Parham and Wallace with and understanding that the Sheriff after satisfying the said Execution was to be paid to the said Wallace and in this way this same execution your Orator verily believes was paid and satisfied and with all such facts the said Lewis A Parham is fully acquainted. If this were the fact which your Orator has no doubt it appears that the Execution

remained in the hands of Wallace against whom as well as the said Parham it had been issued whether Parham against whom the Execution was sued on. has received any injury by the failure to return it or whether he can recover the penalty imposed by Law against the Sheriff for failing to return the execution and questions submitted to the Judgment of this Court. In fact your Orator has doubts whether the said Samuel Calvert ever authorized Parham to use his name for the purpose of carrying on this vexatious suit. From the above statements of the facts it is manifest that a most gross fraud has been practised by Parham upon your Orator. That by it he has been prevented from taking and exception to the notice which would have been fatal and that Parham hath sustained no injury which would justify him in making the motion and receiving the Judgment against your Orator. Yet your Orator is threatened with the service of the Execution which was issued against him and will suffer necessarily without the aid of a Court of Chancery where matters of this kind are properly cognizable. In tender consideration thereof and in as much as your Orator is compelled in the premises to sue in a Court of Equity he prays that the said Samuel Calvert Executor of Matthew Calvert dec'd. And the said Lewis A Parham may be made defendants, Hereto he is compelled to answer all and singular the allegations herein contained fully and unreservedly and more especially that the said Samuel say whether he authorized the said Lewis to use his name in the motion made against your Orator and whether the Execution in favor of Matthew Calvert re said Lewis A Parham and Robert Wallace has not been fully paid and satisfied and in what manner and the said Lewis is called upon specially to state whether in substance the abovementioned of the motion upon the notice which he gave your Orator is not correctly stated whether the said Execution against himself and Wallace was not paid to Samuel Calvert and in what manner whether he did not authorize the said Wallace to settle it as is herein alleged or in any other manner and whether he has any and of any what authority to use the name of Samuel Calvert in the proceedings had against your Orator. Your Orator prays that your worship should grant the Commencement subpoena of Injunction commanding the And finally that any other or further relief in the

premises may be granted which may be consistent with Justice
and equity and as in duty bound he will ever pray for

Most Truly Yours James Doehle Esq.

Park and
at, & Ans?
Chapman

Feb 21st 1820
Answer of him

To the worships the County Court of South
-ampton sitting in Chancery.

The answer of Lewis T. Parkman
to the Bill of complaint exhibited against
him in this worships Court. This answer
-dent saving to himself all benefit of
exception to the many errors & mistakes
in the s^d Bill contained for answer thereto
or so much thereof as he is advised it is
material for him to answer says that
it is true that he has issued the execution
of the Court, which he states which execution
was found as a judgment rendered for ^{himself} the failure
of the complainant to return a certain execution
as he has stated. As to the Notice on which
this judgment was rendered your respondent
presumes this to have been ~~fully~~ a question
of Law, for the consideration exclusively of
the Court which rendered it. He need show
that the s^d Court had legal notice of the
Notice & even if ~~they~~ had not been the fact
your respondent is advised that a Court of
Chancery is not the place to correct any
error in the judgment of a Court of Law.
Your respondent admits having had some
communication with the counsel subsequently
to the service of the s^d Notice & previously
to the rendition of the s^d judgment in which
he himself expressed some doubts whether the
Notice would be deemed sufficient by the
Court, but so far from an unconditional assurance
that he should not waive the Notice, he

expressly informed him that he should leave
the management of his case entirely to the
discretion of his counsel which he accordingly
did not having been at court himself when
the 1st motion was made. Your respondent
therefore conceives that even if the 1st court
had a just defence to have made to the
said Motion that he has forfeited the right
by a failure to appear in the Court of law.

He however contends that the said court
could not at law on the trial of the Motion
if he had been present & attempted it much
less now before this Tribunal have offered
an available objection to the 1st judgment.
As your respondent will now proceed to show &
explain. It is true that Mr. Wallace was
the Deputy of the Comptroller & had in his
possession the execution for the balance
to return which the Judgment for the 1st
fine was rendered & it is equally true
that your respondent had an order from
the Chy. Court at Williamsburg in right
of his wife against Abraham Harvey
& Griffin Ditch & that a Willis W. Parker
for a much larger amount than the one
before mentioned, which execution he sent
by the 1st Wallace also happened to be
going to Southampton to be put in the hands
of Samuel Calcutt then Sheriff of that County
for collection, that Wallace did not bring
back to your respondent the said Samuel Calcutt
with respect for the 1st execution, to which was
also annexed a memorandum before the record

made by the 1st Samuel Calcutt himself that
when it was made the 1st spirit execution of
his brother Matthew Calcutt & your respondent
was to be satisfied therefore. Your respondent
states that this arrangement was never
applied to by him as he had previously paid to
the 1st Wallace the amount of the 1st execution
against himself, & if Wallace did apply to the
said Memorandum it was an unauthorized
arrangement on his part to arrange the
settlement of an order for which he was per-
sonally responsible & however binding the
said arrangement might have been be-
tween the 1st Calcutt & your respondent it
certainly could not avail the 1st Wallace
himself or those who claim through him as
the present Comptroller does in a ~~particular~~
with this respondent. Your respondent
further states that having paid to the 1st
Wallace the full amount of the execution
which Calcutt had against him, when he
came after ward to settle with the 1st
Samuel Calcutt for the amount of the execu-
tion put in his hands to the 1st Harvey &
Ditch, the amount of the 1st order of Matthew
Calcutt & your respondent was deducted &
retained since which period the execution
& your respondent has never been returned
altho' thus doubly discharged. As to the
legality of the Motion made by this respondent for
the 1st failure of duty on the part of the 1st
Comptroller, your respondent is advised that this Court
has nothing to do with it inasmuch as it has

James A. Paulson.

Will Rice Jr.

Take care
at 3 o'clock
Thompson &c

Friday 21st Dec 1820
Answer of the

Calvert 2408

"

Chapman

} copy

Southampton June Superior Court 1821

John H. Chapman late Sheriff of Brunswick County
against Plaintiff

Samuel Calvert. Executor of Matthew Calvert decd.
for the benefit of Lewis A. Parkam Defendant

upon a
writ of
Supercedas

Judgement of the County Court of Southampton whereby it was
considered by that Court that defendant recover against the
the sum of four hundred and seventy six dollars and fifty
cents for a fine of five $\frac{7}{8}$ cent per month on the amount of
execution which issued from the County Court of Southampton
in favor of Matthew Calvert against the goods and chattels
Lewis A. Parkam and Robert Wallace for failing to pay
the same according to Law the same having been paid
by the Sheriff of Brunswick County

This day Came the parties by their attorneys and showed
a transcript of the Judgement aforesaid being seen and read
It seems to the Court here that there is no error in the said
Judgement. Therefore it is Considered that the same be in
all things affirmed and that the defendant recover against
the plaintiff his cost by him about his defence in this
behalf expended

John H. Chapman late Sheriff of Brunswick County
against Plaintiff

Samuel Calvert. Executor of Matthew Calvert decd for the benefit
of Lewis A. Parkam Defendant

This day came the parties by their attorneys and the Defendant agreed
to release so much of the Judgement affirmed in this case during this
Court as will reduce the said Judgement to the sum of two hundred
Dollars exclusive of costs —

of James A. Fletcher. ~ ~ ~
Jute Lewis A. Parkham
Wm Goodrich

Satisfied by James A. Fletcher to be renewed for his benefit
L. A. Parkham

The plaintiff in the execution. Parkham vs. Chapman will be returned
paid by me you will therefore renew the execution for my benefit

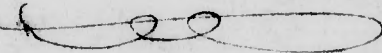
James A. Fletcher

6 May. 1823

The Commonwealth of Virginia to the Sheriff of Brunswick
County Greeting. You are hereby Comanded that of the goods &
chattels of John A. Chapman late Sheriff of Brunswick County
late in your Bailiwick you Cause to be made Four hundred and
seventy six Dollars and fifty three cents which to Samuel Calvert
Executor of Abatthens Calvert decd for the benefit of Lewis A.
Parham late in our Superior Court of Southampton County
were adjudged for a fine imposed upon the said John A. Chapman
an for not returning ^{put in his hands as Sheriff of Brunswick County & executed} according to Law, an execution, also four
Dollars and ten cents which to the said Calvert & for as aforesaid
for Lewis A. Parham in the same Court were adjudged for his
costs by him in that behalf expended whereof the said
John A. Chapman is Convict as appears to us of record. And
that you have the same at the clerks office of our Superior
Court of Southampton County aforesaid on the first monday in
June next to render unto the said Samuel Calvert exor of
Abatthens Calvert decd for Lewis A. Parham of the fine & costs
aforesaid, And have then their this writ returne James Rochelle
clerk of our said Superior Court at the Court house on the 22nd
day of March 1833. In the 47th Year of the Commonwealth
James Rochelle C
Memo. This fieri facias is to be discharged by the payment of two
hundred dollars and the cost

J. Rochelle Clk

1st April 1833 Received the within execution in full by the

Affidavit
of
Harrison Heston


Recd of James Rochelle clerk of the county court of Southampton the following paper, to-wit:
"Balance on Parham's A/c Debt —————"

The Affidavit of Harrison Hartwell of Newfal Age taken at
Brunswick Court House agreeable to Notice on Monday the
22^d of Feby 1819 in court in Chancery now depending in the
County Court of Southampton wherein John H Chapman
late ^{Att^y of Orphan^y Co^y} Plaintiff and Jas Colvert Esq of Matthew Colvert dead & Lewis
A Parham are defendants and after being sworn on the holy
Evangelist of Almighty God deposed & sayeth that a conversation
past since the 7th day of Nov^r last past in the year 1818
between Lewis A Parham and myself respecting a notice given
the former by the Sheriff John H Chapman said Parham
acknowledged the notice he had given was too short and he the
Parham agreed to meet said Chapman at Owenton to have
some conversation respecting the business which he did and
said Chapman asked said Parham if any thing would
be done with it &c Parham answered I do not know Mr
Broadway is counsellor for both of us and he will have the
management of it and further the said Hartwell knoweth
not.

Harrison Hartwell

Brunswick County Vez

The above affidavit was sworn to before me this
22nd day of Feby 1819 agreeable to Notice

Joseph Martin Jp

To The Com of Subscribers

The affidavit of C. Carole of Lawler age taken at
Brunswick Court House agreeable to notice on Monday
the 22nd day of Febr^y 1819 in a suit in Ch^y now depend-
ing in the County Court of Southampton wherein John
H Chapman Late Sheriff of Brunswick County is plaintiff
and Sam^l Colvert Esq. of Matthew Colvert & de^d Lewis A Parham
are defendants after being sworn on the Holy Evangelist of
Almighty God. deposes and says that some time in
the month of March last he qualified as Adm^r of
Robert Wallace Esq. and took in his possession the Papers
of the d^d decedent And on perusing a large bundle of Executions
and Other Papers which appeared to be against Lewis A Parham
He found an Execution in favour of Matthew Colvert vs
the said Parham and Robert Wallace which issued from the
Clerks Office of Southampton City Court bearing date in the
month of March 1812 as well as this deponent Recollects and
and he found inclosed in the above Execution two Receipts Viz,
one given by Sam^l Colvert deputy of James Lee Sheriff for
an Execution which issued from the District Court of Chancery
of Williamsburg the 29th of July 1812 in favour of Lewis A
Parham and Martha Louisa his wife vs Abington Barney
and Griffen both for the sum of £ 50⁰⁰ 3⁰⁰ 10⁰⁰ with Int^y from
2nd day of May 1812 and £ 17 60/100 Int^y with a NB in those words
When the money is made on the above Execution An Execution in
favor of Math Colvert vs Lewis A Parham & Rob^t Wallace is
to be satisfied therefrom signed A. C. The above Receipt
was given to Rob^t Wallace which said Receipt had an Order
on the back in those words 13th Dec^r 1812 The Sheriff of
Southampton will pay to Rob^t Wallace the Int^y of the

Within mentioned Execution I Am yrs. to Lewis A Parham. Sal
Colbert Esq. The Other Receipt was given by Sal. Colbert for m. with
Colbert to Lewis A Parham in Those Words Received the within sum
of One hundred & Eleven Dollars + 62 Cents of Mr. Lewis A Parham
in full of the within statement and further this deponent saith
not.

C. Cordle

N. The two Receipts within mentioned
are herewith inclosed

Brunswick County Virg

The above affidavit was sworn to before me this
22nd day of Feb^y 1879 agreeable to Notice

Joseph H. Harkin Jps

On May 20th 1870 Rec^d of John Stachell clerk of the county court of
Southampton the paper receipts & vouchers refers to in this deposition

15th of October 1812 The sheriff of Southampton will
pay to Robert Wallace the amount of the within men-
tioned execution

I am Yrs

Samuel Calvert Esq Lewis A. Parham

Parham side

Sept 21, 1812. of Robert Wallace on
execution from the District Ct of Ch.
of Williamsburg. in favor of Lewis Parkman
vs Martha Lucia his wife a. g. Albridge
Harvey & Griffin debtors. July 29. 1812 &
Feb. 7 October Term. For fifty pounds three
shillings & 10 with 4th from 2. May 1812
1819. 60 Cents -

N.B. when the money is
made on the above exec.
an execution in favor of

Amos Calvert vs Lewis Parkman
& Robert Wallace, is to satisfy the debt.

Amos Calvert exp.
James G. Giff

S.C.

L. A. Packham
Akab.^t

Packham to Harvey & Co. Debt. £50. 3. 10
 Int from May 2^d 1812. to Oct 20. 1812 - 1. 9. 9
 Costs \$19.60 - - - - - 5. 17. 7
~~£57. 11. 2~~
\$191. 86

Harvey or Packham. Li for Co. Debt \$8.55
 Amt. of Shpps Tickets - 1. 94
 Ditto - - - - - 42
 Ditto - - - - - 10.22 11.98 20.53
171. 33

Mr. Wallace for amt. of Li for }
 Math^l Calvert or L^d Packham } - - - 111. 62
59. 71

Calcutt vs Parkman ~~se~~ ~~Q 160~~ \$96.22
Pmt from Feb 15, 1811 to Oct 30, 1812 — 9.86
Doct ————— 5.54
111.62

Paid? the within sum of one hundred & Eleven dollars & 62 Cents of W.
Lewis & Packham in full of the within statement.

Samuel West for
Matt^e Calvert

W. Lewis A. Parkman

Take notice that I shall on the 22^d day of February
1819 — take the affidavit of Charles Cordell Harrison
Hartwell & Others, at Brod Court House between sunrise and sunset of
that day, to be read as evidence in an injunction
depending and undetermined in Southampton
County Court wherein I am plaintiff and Samuel
Calvert executor of Matthew Calvert died and
yourself are defendants, at which time and
place you may attend if you think proper

John H Chapman

Branswick County Court
Benjamin Chapman

On the 6th of the present month deliver to Lewis A. Parkman
a notice of which the within is a true copy given under
my hand this 22nd day of February 1818 Rich^d Fletcher J^{ps}

6th Jan. 1865
Chapman -
to Bond
Calcutta -
for Packard

Know all men by these presents that we
John H Chapman Sr & John H Chapman Jr
^{balvest and for the benefit of Lewis A Pacham}
and ^{one} ~~firmly~~ bound unto said balvest Extra of Matthew ^{balvest} in
the sum of eight hundred and fifty three, & Sixty Six ^{dollars} ~~cents~~ ^{cents} to which
payment well and truly to be made unto the said
said balvest Extra as aforesaid — We bind our selves, our
heirs, executors and administrators jointly & severally
firmly by these presents sealed with our seals and dated
this 22nd day of Decr — One thousand eight hundred and
18 The condition of this obligation is such, that
balvest and for the benefit of Lewis A Pacham hath obtained a judgment
whereby the said John H Chapman Sr & John H Chapman Jr are bound
at common law against the said John H Chapman Sr
for the sum of four hundred and Twenty Six dollars and
~~Twenty five cents~~ ^{cents} — and
whereby the above bound John H Chapman hath obtained
an injunction to stay the proceedings on the said suit
until the matter in equity on a bill filed for that
purpose can be heard. Now if the said John H
Chapman — shall well and truly pay or cause to be
paid unto the said balvest Extra of Matthew all damages
and costs that can or may arise in such case of the said
injunction shall be ~~discharged~~ and also the amount
and costs on which the said suit is instituted after
Judgment, then this obligation to be void or else to
Remain in full force
Signed, Sealed & acknowledged
in the presence of
C. Middleton

John H Chapman Seal
John H Chapman Seal