

1826-39

SOUTHAMPTON COUNTY
CHANCERY PAPERS

MOORE VS. SMITH'S EXECUTORS

6/1826

other surnames: Laurence Smith

↓ Company, Murrell, Mason

W. J. Moor

Saw. Smith, Esq.

Bill of Indemnity

May 1844 Indemnity granted

June 1846 Ind. Disposed

£8.35
£5.30
£3.05

In this case F. L. Bond was taken before the
Ship was granted & the bond sold to L. Ross
Dep. of S. Davidson Shff. on the 23rd May 1845
to give notice. no Capt. or award of execution
has ever been obtained.

Framingham Feb

This day appeared before
me Saml. G. Boykin a Justice of the peace
for the said County of Suffolk Mass

Who has made oath to the truth
of the within Bill of complaint
Given under my hand this
16th May 1847 -

Saml. G. Boykin

To the worshipping Court of Southampton County
sitting in Chancery humbly complaining sheweth
unto your worships, your orator William T. Moore

That about the years 1804 & 1808 your
orator had dealings with and bought of Lawrence
Smith & Co. Merchants in the County of Gloucester
several articles of Merchandise from a Store of
theirs called by them, their Bridge Store to amt.
of £10:19:0. That some time in the said
year 1808 John Murrell who transacted
business for the said Company, called on your
orator to close his acct by executing a bond for
the amount, which was accordingly done.

That your complainant afterwards bought
goods of Lawrence Smith when the part-
nership of Law Smith & Co. had been dissolved
untill some time of the year 1809 - when
the said John Murrell again applied to
your orator to execute another bond to
close the then open account, and to include
the former bond which had fallen to the
Law. Smith in dividing the debts due to
Lawrence Smith & Co. so as to embrace all
the demand in one bond, all being now due
to L. Smith alone. That your orator being
willing to comply with the request of the D.

John Murrell did on the 21st of June 1809
enter into and execute his obligation to the
said Law. Smith for the sum of £38:19:2
being the whole amount of what he owed
to the said Smith including the former
bond given to Law Smith of £10:19:0
your orator upon that
and thirty Dollars for J. Murrell -

Making in all as above. £38:19:2
That the said John Murrell at the same
time promised your complainant that
he would positively procure the said first
bond of £10:19:0 (which he had not
then with him) and deliver it up, it
being then in the hands of Law. Smith;
that the said Murrell some time after
wards left the service of the S. Law.
Smith, without getting the S. bond -
as he often told your complainant -
that the said Law. Smith not very
long after departed this life leaving
Dan. Mason & Henry Smith his Exrs.
who qualified and immediately instituted
suits on the two bonds executed by your

Complainant and obtained judgment
thereon because your complainant was
unable to procure the attendance of
the said Murrell as a Witness, who
alone knew the circumstances and facts
here set forth. - In tender consideration
whereof and in as much as that your
complainant is compelled in a Court of
Law, he prays, the said Executors of
Law. Smith, may be made Defendants
to this bill: may be compelled to answer
therein on oath to the allegations therein
contained - that they and all other persons
whatever may be restrained from further
proceedings on the said judgment on the
said bond of £10:19:0 which bears
date 23rd Day of November 1808 and which said
judgment is for money not due from this
complainant but was paid & satisfied by
executing another bond including the same -
until this matter can be heard in equity,
that the Court will grant the Com^r the
writ of Subpoena commanding &c. &c.
for general relief. -

For Com^r

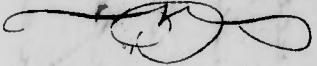
Smith's Executors

Order

Wm. T. Moore

Answer.

Black's office May 19th 1817
Answer filed

Missileton D.


To the worshipful Court of Southampton in Chancery
Sitting - The answer of Daniel Macon.

To the worshipful Court of Southampton in Chancery
sitting - The joint and several answers of Daniel
Marion and Henry Smith executors of Laurence
Smith dead to the bill of Injunction exhibited
against them by William T. Moore -

These Respondents now and at
all times hereafter saving and reserving to themselves
all and every benefit of exception to all errors
imperfections, mistatements and untruths in the
complainant's bill contained for answer thereto
or to so much thereof as they are advised is
material and necessary for them to answer,
answering, say, that acting as executors upon
their occupation, it is not to be expected that they
knew any information other than that, which
they have been enabled to obtain from the
books and papers of their testator, which can
throw any light upon the matters and things
stated in the bill. That from an examination
of ^{the} ~~of~~ ~~reference~~ books, they can confidently state
that the complainant has not confined him-
self to statement of facts: for it appears from
them, that the bond which is now the subject
of controversy cleared the complainant's account
with Laurence Smith £60; and that afterwards
an account was opened by the complainant
with Laurence Smith, which ran up with
amount of the large bond, and that the
small ^{bond} of £10.19 was not included in the
large one of £38.19.2. These facts most manifestly
appear from the books of your Respondents testator

and if the complainant seems it necessary
in his case to have the benefit of any inform-
-ation from them, they can at any time be pro-
-duced. From all which your respondents are
compelled to believe that the facts upon which
the complainant seems to rely are not as
have been represented by him, and he is therefore
called upon to prove them to the satisfaction
of this Court. But your respondents beg
leave further to represent to this Court, that
if the facts were as have been stated by
the complainant, that yet he is without
remedy here, in as much as he has had
an ample and free opportunity of making
his defence (which is purely a legal one) at
law, and has failed to do so. And they return
to themselves every benefit which may be derived
from this objection, in as free and complete
a manner as if the same had been presented
to this Court in a more formal way.

These respondents denying the complainant's
facts upon which he relies in obtaining the
aid of this Court, and calling upon him
for proof of the same, pray that ~~that~~
the injunction heretofore granted may be
discharged, and that they may be permitted
to have the benefit of their judgments
at law. And that they may be hence discharged
with their costs in this behalf most reverently
sustained.

Southampton County Court -
This day Henry Smith personally appeared
before me a justice of the peace for the said County
and made oath to the truth of the facts contained
in the foregoing answer so far as they depended
upon their own knowledge, and so far as they
depended upon the information of others, they
believe them to be true. Given under my hand
this 18th day of December 1816.
M^{rs} Goodwyn P.

Southampton County to wit

This day Daniel Mason, personally
appeared before me a justice of the peace for the said
County: and made oath to the truth of the facts
contained in the foregoing answer so far as they
are founded upon his own knowledge, and so
far as they depend upon the information of others
he believes them to be true - Given under
my hand this 6th day of May 1817.

M^{rs} Johnston C.
— " —