

1837-135 SOUTHAMPTON COUNTY
CHANCERY PAPERS

MURDAUGH

VS. RIDLEY'S ADMINISTRATOR

vs

4/837

other surnames: Hart,
Darden, Denegree, Goodwin

Munday
 17
 1823

Miss-augh
 Bill of
 Exemption
 1823

April 21st 1823 granted
 26

May 5th 1823 bond
 given

Oct 20th 1823 Depo. filed

Nov 3rd 1830 am^d of
 Gen Denden filed

1834 March. Injⁿ disposed of

Ap^l. Reinstated

1837 Ap^l. Disposed by Consent &c

Rec^d due November 21/1823
 for toll spent 27/1823

Rec^d

172.57
 1.96
 554
 80.07
 87.27

To the worshipful the County Court of Teton in
Chancery sitting - Humbly complaining sheweth
unto your worshipful your Orator Jonah Murdough
that sometime about the year 1874. he executed his
bond to. Wm. Denegre for the amount of \$9. about
that a certain William Hart was indebted to your
Orator in a sum exceeding the amount of the said
bond for the purchase of a gig. That while the
said bond was in the hands of the said Denegre. The
said Hart. offered to ~~sell~~ to Denegre the same
gig for which he owed your Orator. & offered.
& did take the bond executed by your Orator as part
satisfaction & the balance in good. & this fact is
stated with a view to show that the bond of your
Orator was of much less amount than the value of
the gig for which Hart then owed your Orator.
That a settlement was then made between your
Orator & the said Hart in which the said bond was
included & discharged. by being set off against the
said account. That the said Hart avowed that he
did not have the bond with him but that he would
destroy it in which statement your Orator relied &
never expected again to have heard from it. That
the said William Hart & your Orator afterwards had
divers transactions in which money passed from each
to the other without the said bond being at all mentioned

and moreover that the said boat did considerably inure to
your orator. Notwithstanding which either by the negligence
& accident of the said boat or by manifest fraud in the
said the said boat was not destroyed inasmuch as the
said boat was afterwards put in service by the personal repair^{or}
of the said boat. & as your orator supposed that the trans-
action was not induced by any other than the said boat
& your orator he is judgment go against him. — Since
which time he has discovered that the statements which he
now makes he will most probably be able to establish by
the affidavits of the said John Derogues — In tender
consideration of the premises & inasmuch as your orator
is without remedy in the premises in a Court of Law in respect
that your worship's cause. Thomas Noley & William B. Goodwin
the owners with the will annexed of Francis Noley who was the
agent of William Hart. as well as Carr Dancer who was
the beneficiary, p^{ty}. to a made doft, hints &c. to answer
se & also grant the Comth writ of Supp^{re} of any
injunction & such other & general relief as the premises
considered may seem equitable & your orator as in duty &c
Isiah Mursdough

This day personally appeared before me a Justice of the Peace for
the County of St. Louis Isiah Mursdough who made oath that
such of the allegations in the above bill contained as come
within his knowledge are true & that such as do not so
believe to be true. —
J. D. Mursdough J. P.

The separate answer of Carr Darden to the bill of Injunction exhibited against him & others in this court by Josiah Munday's compt. — This respondent saving &c. for answer shews saith he received ^{for a valuable consideration} as the representative of Josiah Cready, ~~from~~ from Lewis P. Hart in his life time, the bond in the bill referred to — This respondent has accounted for the said bond, to the estate of the said Cready — and this respondent further answering saith that after the said bond came to his possession he applied to the Compt. for its amount, and the compt. offered to discharge the same by the transfer of claims which he held against the estate of said Cready, but which this respondent refused to take; nor did the compt. ever state to this respondent any objection to the payment of the said demand, until after the recovery of a judgment upon the said bond, altho' this respondent had frequent conversations with the compt. in relation to the matter, in some one or more of which conversations the compt. urged only as a reason for non payment that he was hard pressed for money & could not conveniently make the payment — This respondent would not have stayed himself, in the settlement of his transactions upon the estate of said Cready, with the amount of the said debt, but for his firm belief that no objection would ever be set up against its payment — ~~Now this~~ ~~this~~ respondent ever took any step to compel the payment of the said demand until the compt. upon application, refused to give security for the same — and this respondent further says that he knows nothing of the claim set up by the compt. against Wm Hart — If such claim exist this respondent calls for proof of it, & he calls for proof of its existence before the transfer of the said bond to this respondent — Without that &c. and this respondent prays to be dismissed with costs, &c.

St. ampston county fe.: This day Carr Darden
appeared before the subscriber a justice of the
peace for the county of said & made oath
that the statements contained in the annexed
answer are true to the best of his knowledge
& belief - given under my hand this 3.
day of Nov. 1830.

David Darnes, J.P.

Murdough
Mr. J. answer of
Ridley sat. Darden.

filed November 3^d 1830.

Murdough v. Risley's Exor & al. by on.

Loisak Murdough the complainant having departed
this life, James Murdough his administrator is admitted ~~as~~ party.
~~compelt~~ and Carr ~~Darden~~ Darden having also departed this life
since he filed his answer, Carr Bowers Sheriff and Committee
is by like consent admitted a party defendant. This Cause came on
again, this day to be heard, on the bill, answer, deposition ~~and~~
and exhibits filed, and was argued by Counsel, on consideration
whereof, and with the assent of the parties, it is by the Court
decreed and ordered, that all the matters in this suit are per
petuated, except as to the sum of Ninety ^{Eight} Dollars, and ^{12 cents} for which
sum this injunction is dissolved. and by like consent
the plaintiff agrees to pay the Clerk's fees, and each party
agrees to pay ~~their~~ the fees of their respective Counsel -
and this order is intended by the parties, as a full final
judgment and decree, and disposition of all matters in
controversy in this Cause -

(97.12. is the real sum)

Southampton County to wit.
The deposition of John Denegau taken before us

and James D Massenburg Justices of Peace for the
said — by consent of Parties who were present — this 20th day
of October Eighteen hundred and twenty three — to be read
as evidence in a certain suit in Chancery now depending
in the county court of Southampton between Joseph
Murdaugh plff and Thomas Ridley and William B Goodwin
representatives of Francis Ridley dec^d who was Administrator
of Lewis P Hart dec^d.

The deponent being duly sworn deposes and says that
some time in the year Eighteen hundred and fourteen he
held a note executed by Joseph Murdaugh to himself
and that he transferred the said note to William Hart
endorsing on the same that he the said Hart was
to take said note without any recourse to the deponent
that the said Hart said it would answer his purpose
better than any other note he being in Murdaugh
debt — that some time subsequently the said Hart
came to this deponent and stated that he must
have a draw back upon him as Murdaugh
had refused to pay the note stating that by agreement
the deponent was to have taken a gift in discharge
of the same but the deponent refused to have any
thing more to do with the note considering himself

entirely discharged by his endorsement — After this
the note being again the subject of conversation
the deponent asked Hark what he had done with it
and that Hark gave for answer that the same
was settled —

Question by the defendant — Do you know of your own
knowledge whether Mordaugh ever did pay said note —

Answer I do not —

Signed —

John Denegre

I We the undersigned do hereby certify that foregoing
deposition was this day taken and signed before us — Given
under our hands and seals the 20th day of October 1823

Jarr Bowen *Seal*

Wm Maffenburg *Seal*

Came to hand enclosed
under seal 20th Oct. 1823

On us augh, }
to } Rega
Riscup about ff bonds

Know all men by these presents that we Josiah Munsault,
James D. Mapontburg and Henry Gurley — are held and firmly
bound unto Thomas Ridley and William B Goodwyn administrators with
the will annexed of Francis Ridley decd, in the just and full
sum of One hundred and forty five dollars and fourteen Cents to which
payment well and truly to be made, we bind our selves and
each of us our and each of our heirs executors and administrators
jointly and severally firmly by these presents sealed with our seals
and dated this 5th day of May 1823

The Condition of the above obligation is such that whereas the
above bound Josiah Munsault hath obtained from the County Court of
Southampton (to wit at April Court 1823) an Injunction to stay all further
proceedings upon a Judgment obtained against him and Stephen
Munsault by the aforesaid Tho^s Ridley & ~~Wm B Goodwyn~~ ^{as aforesaid}
of Francis Ridley decd at March Court last for the sum of \$145.14
Cts and the Cots. But to be discharged by the payment of Seventy two
dollars and fifty Seven Cents with legal interest thereon from the 1st
of Nov^r 1822 till paid and the Cots. Now if the said Josiah
Munsault and Stephen Munsault shall well and truly pay and
satisfy the aforesaid Judgment and all Damages and Cots as
shall be awarded ag^t them by the said County Court of Southampton
in case the Injunction shall be dissolved, then this obligation
to be void & void to remain in full force and virtue

Witness

A. Munsault

3
2
1

Josiah Munsault

James D. Mapontburg

Henry Gurley