

1841-024 SOUTHAMPTON COUNTY
CHANCERY PAPERS

RIGGS & CO. VS. MURDAUGH et al
4/1841

See also: Riggs & al. v. French et al 1841-23

other surnames: Riggs & Company,
Gertsen, Bacon, Trezvant

Riggs H^o

v. { Papers.

Murdough J^{at}.

-1820-

Dec. S^{pe}. Ex^o. on Murdough Inquest
no in hab^t. - Will filed -

-1821-

Jan. O.P. v Dft. Inquest -

Feby. Ans of Dft Murdough. G.R. W^e
1 ap^t. Dismissed with costs &c

Dft Murdoughs Costs

paid \$ 3.17

Douglas

Riggs & Co. }
vs }
Mourdaugh & Co. } Bill
} Exhibit

(C. Supr Court)

(1620 words)

To the Hon. Richard A. Baker Judge of the Cir: Supr: Court
of Law & Ch: in and for the County of Southampton.

Humbly complaining sheweth unto your honour, y^r Orators
Romulus Riggs, Samuel D. Riggs, James M. Aertsen and James
W. Bacon, merchants and partners in trade under the name
firm style of Riggs & Co: That sometime in the year—One The:
Tregvant of the County of Southampton, came to their store-
house in the City of Philadelphia, and by fraudulent
representations induced, your Orators, merchants as aforesaid
to give him credit to a large amount, promising that he wd:
satisfy and discharge their claims, when he should be there-
unto afterwards required: Your Orators would also shew unto
your Honour, that they obtained judgment against the sd.
Theodore Tregvant for the amount of their demand at a
Circuit Supr: Court of Law & Ch: directed by law to be holden
in ^{for} the County of Southampton on the 27th day of October 1840.
and caused an execution to issue in their favour from the
Clerks office of said Cir: Supr: Court; against his body; and
that the said Tregvant took the oath for the relief of insolvent
Debtors, and rendered a Schedule of his effects to a small
amount, leaving the most of the demand of your Orators
unpaid and unprovided for; all of which will more
fully appear by a Copy of the judgment, execution, and
Schedule, herewith filed and prayed to be taken as
a part of this Bill.

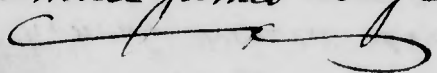
Your Orators would also shew unto your honour, that the
said Tregvant just before he took the oath for the relief of
insolvent Debtors, and as y^r Complainants charge, and
verily believe; after the service of the Ca: sa: transferred
to one Joseph C. Murdaugh several bonds for large amounts
which he the said Theodore Tregvant held against Bailey
Bryant and others; which bonds were transferred to said
Joseph C. Murdaugh for the benefit of John P. Tregvant
son of the said Theodore Tregvant; and were in the
hands of said Murdaugh at the time said Theodore
Tregvant took the oath for the relief of insolvent Debtors

Your Complainants would also show your honour, that the said Theodore Tregvant was not indebted to the said John P. Tregvant at the time the said bonds were placed in the hands of Joseph C. Murdaugh for his benefit; and but pretends that said John P. Tregvant was his security. Now your Orators are advised that the transfer of the said bonds was voluntary and fraudulent; and that the said bonds, upon Theodore Tregvant's taking the oath for the relief of insolvent debtors, vested in the Sheriff of Southampton, for the benefit of your Orators; all of which the said Joseph C. Murdaugh had due notice as will more fully appear by a Copy of which, herewith filed, and prayed to be taken as a part of this Bill -

All which actings, doings, and pretences, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your Orators in the premises. In tender consideration whereof and forasmuch as your Orators are remediless in the premises, at and by the direct and strict rules of the Common Law, and cannot have adequate relief, save in a Court of Equity, where matters of this and the like nature are properly cognizable and relievable: To the end therefore that justice may be done touching the premises, Your Orators pray your honour that Joseph C. Murdaugh and John P. Tregvant may be made parties to this bill, and that they may, upon their several and respective corporal oaths, full, true, direct, and perfect answers make to all and singular the matters hereinbefore stated & charged, as fully and particularly as if the same were hereinafter repeated, and they distinctly interrogated; and that not only as to the best of their respective knowledge and remembrance, but also as to the best of their several and respective information, hearsay and belief, and more especially that the said Joseph C. Murdaugh may answer and set forth what was the number of bonds placed in his hands by the said Th: Tregvant for the benefit of John P. Tregvant and what was the sum of money

due on each bond. That the said defendant may set forth at what time or times the said bonds were placed in his hands and delivered to him by the said Th: Tregvant and when last in his custody, possession, or power, or what became of the same respectively, and if not now in his possession, power, & custody; to whom he said, passed and delivered them, or any part thereof; and that he may also set forth, a full, true and exact list or schedule thereof, together with the names of the obligor or obligee in each and the sum or sums of money due upon each bond; and that the said Defendant may set forth if he did not have the said bonds, or any part thereof in his custody, possession and power at the time he received notice from your Complainants not to part with them, or suffer them to pass from his possession. And your Orators would pray your honour that the said John P. Tregvant may be required to set forth and say, where and when, and under what circumstances he became bound as security for Th: Tregvant, and in what amount he is so bound; and that the said Defendant may set forth & show what sums of money (if any) he has been compelled to pay for said Th: Tregvant, as security aforesaid. That the said John P. Tregvant may set forth and say if he has not received from said Th: Tregvant the means to settle and discharge any demand or claim to which he may have been security for said Th: Tregvant independent of the before named bonds, and that the said John P. Tregvant may set forth whether he has recd of said Joseph C. Murdaugh the bond executed by Bailey Briant and - his wife and Joseph Joyner to said Th: Tregvant as indemnity against any loss which he may hereafter sustain as security to said Th: Tregvant. And that the said Defendants may answer the premises, and that complete justice may be done touching the same. Your Orators would humbly pray your honour & if it shall appear that the transfer of the before named bonds

was voluntary and fraudulent your honour would decree a
delivery of them to the Sheriff of Southampton, that the
money, or so much as may be found necessary, may be
applied to the payment of your Orators judgment and
execution against the said Th: Tregvant; and that your
honour would grant such other and general relief, the premises
considered as to your honour may seem just & proper and which
may be consistent with the rules of this honourable Court; and
that your honour would be pleased to grant yr Orators the
Comm: mit of Spai: to be directed to the said Joseph C Mordaugh
and John P. Tregvant; Commanding them &c to stand to, and
abide such order & Decree as to your honour shall seem agree-
-able to equity and good Conscience, and your Orators shall
ever pray &c.

Samuel James Douglas Esq.


This day personally appeared before me Nicholas M.
Sebrilla a Justice of the Peace for the County of Southampton
Jos C. Murdough who being duly sworn deposes
and saith that the facts contained in the
within answer are true to the best of his know-
ledge and belief. Given under my hand
and seal this 29th of January 1841

N. M. Sebrilla *N. M. Sebrilla*

Recd. 26.

to { Ans. of Deft
Murdough

Murdough J.C.

1841. February 1st.

Priggs & Co
vs 3 Answer

Mundough The separate answer of Joseph C. Mundough to a Bill of complaint exhibited against him & John P. Trevant by Priggs & Co in the circuit Sup. Ct. of Law and Chancery for the County of Southampton - This Respondent saving to himself all fit and proper exceptions to the many errors in complainants Bill set forth and stated; for as much as he deemeth it material for him to answer, answereth and saith: That with regard to the debt due from J. Trevant to Priggs & Co, the manner in which it was created, the judgment upon it, or any thing else connected with it this Respondent knows nothing whatever - That with regard to the bonds placed in his hands by J. Trevant, he has never examined them, that a parcel of papers were placed in his hands to secure a debt due John P. Trevant by J. Trevant accompanied by a list setting forth their number and amount which list is herewith filed and prayed to be made a part of this answer - The papers being retained by this Respondent that the list transferring the claims for the benefit of John P. Trevant is dated 19th of May 1840, but at what time they were placed in his hands

he does not recollect but is certain it was
some time before he ^{servant} was forced to take ^{the} oath
of insolvency - That merely with a disposition
to oblige John P. Servant, in whom he has the great
-test confidence, he consented to take the claims
from T. Servant, with a view to their collection
for John P. Servant's benefit - This Respondent
further saith, that he resided a few years
past in Tennessee, near James Murdaugh, and
knows that T. Servant was justly indebted
to him in an amount exceeding four thou-
-sand dollars, chiefly for bonds, acts, and
claims which James Murdaugh placed in
the hands of T. Servant as his agent to collect
when he James Murdaugh moved to the West
and which, if denied can be proved by the per-
-sons here who paid to T. Servant as agent
the claims placed in his hands for collection
This Respondent further saith in confirmation
of the above, that when he left Tennessee James
Murdaugh gave this Respondent a draft
on T. Servant for ~~two~~ \$2050 - which was duly
honored - That James Murdaugh also gave
a draft to a merchant in Memphis for \$500 -
on T. Servant which was also paid - and
which still left a balance due James Mur-
-daugh by T. Servant of some \$17 or 1800
dolls - which he does not doubt has been
applied to James Murdaugh by John P. Servant

The reason of this Respondent for not doubting
that the debt due James Murdaugh by T. Servant
was assumed by John P. Servant, is that in June
1840 at a time when T. Servant was not har-
-assed by his creditors, and seemed to be do-
-ing well, T. Servant ~~was~~ showed to this Respon-
-dent a letter from his son John P. Servant of Mem-
-phis in which he told him he had assumed
the debt he owed James Murdaugh and given
his own bonds in payment at 1. 2 + 3. years
amounting to \$1651.04 - This Respondent further
saith that he is well acquainted with the hand-
writing of John P. Servant and knows the let-
-ter to be genuine, and further more that no one
stands higher where he is known than John P.
Servant, nor would any one ~~be~~ sooner be believed
And further more this Respondent verily believes from
information he possesses, that John P. Servant
would if he could, pay every dollar his Father
owes - That further more he is acquainted with the
circumstances of John P. Servant, knows the friends
who originally set him up in business, and does
not believe he ever received any assistance from
his Father - nor does he believe that there is the slightest
^{fraud} ~~plotted~~ in any manner connected with this matter
and that the amount due John P. Servant - as having
been paid by him for T. Servant is correct as can be
proved by James Murdaugh the holder of the bonds.
And this respondent having answered prays to
be hence dismissed with his costs, if - ~~found~~
C. G. Leland

Riggs H.

" { Sleepy Judge

Ingrants

Southampton Circuit Superior Court November 21st 1840

Romulus Riggs. Saml. J. Riggs. James M. Auburn & James W. Bacon, merchants
& partners in trade under the style & firm of Romulus Riggs & Co. Plffs.
against
J. Ingersant Defs. } In Debt

The defendant still failing to appear on the motion of the plaintiffs by
their attorney it is considered by the Court that the plaintiffs recover against the Defs.
the sum of six hundred and forty one dollars and eighty four Cents the debt
in the declaration mentioned with legal Interest thereon from the 10th day of
October 1838 till paid and their costs by them about their suit in this behalf
expended. And the said Defendant in Mercy
Plffs. Costs \$6.73.

Copy Teste. L R Edwards Clk

Riggs L^o

~ } Dr. Pub

Murdough R^p

Accepted at the L^o House

Jan 7 1841.

L.R.C.

At Rules holden in the clerks Office of the Circuit Superior Court of Law and
Chancery for the County of Southampton on the first Monday in January 1841.

Romulus Riggs. Samuel J Riggs. James M. Ertsen and James
W. Bacon, merchants and partners in trade under the name, firm
and style of Riggs & Co.
against

Plffs

In Chancery

Defts.

Joseph C. Merdough and John P. Trovant.

The defendant John P. Trovant not having entered his appearance and given
security according to the Act of Assembly and the rules of this Court and it appearing
by satisfactory evidence that he is not an inhabitant of this County it is ordered
that the said defendant do appear here on the first day of the next Term and
answer the bill of the plaintiffs and that a copy of this order be forthwith insert-
ed in some news paper published in the Town of Petersburg for two months succes-
sively and posted at the front door of the Court house of this County-

C. 56

Reggs L^d

& J^r Sp^a. in Chy

Murdaugh &

1510 December Rules

Executed

By delivering a true
Copy to Joseph C. Murdaugh
John P. Bryant no inhabitant
F. S. Tredkms Deputy Shff
Thos Preston Shff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

P. Fitzgerald

Joseph C. Mordough & John

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for the County of Southampton, at the Rules to be holden for the said Court on the first Monday in *December* next, to answer a Bill in Chancery exhibited against *them* in the said Court by

Remondus Riggs, Samuel J. Riggs, James M. Stetson & James W. Bacon merchants & partners in trade under the firm style of *Riggs & Co.*

And unless *they* shall answer the said Bill within ^{*Two*} ~~four~~ months thereafter, the Court will take the same for confessed, and decree accordingly. And this *they* shall in no wise omit, under the penalty of £100. And have then there this writ. Witness, LITTLETON R. EDWARDS, Clerk of our said Court, at the Court-house, the *27th* day of *November* 18*40*, in the *15th* year of the Commonwealth.

L R Edwards Cl

[One Copy to be delivered each Defendant.]



Samuel S. Douglas Esq

Jerusalem Connecticut

Va.

Wm Lloyd Garrison
New York
March 23 1841

N CHANCERY—VIRGINIA. At Rules holden in the Clerk's Office of the Circuit Superior Court of Law and Chancery for the county of Southampton, on the 1st Monday in January, 1841.

Romulus Riggs, Samuel J Riggs, James M Aertsen, and James W Bacon, merchants and partners in trade under the name, firm and style of Riggs & Co. Pliffs.

AGAINST

Joseph C Murdaugh, and John P Trezvant, Defts.

The defendant Trezvant not having entered his appearance and given security according to the Act of Assembly and the Rules of this Court, and it appearing, by satisfactory evidence, that he is not an inhabitant of this country; It is ordered, that the said defendant do appear here on the first day of the next Term and answer the bill of the plaintiffs, and that a copy of this order be forthwith inserted in some newspaper published in the Town of Petersburg, for two months, successively, and posted at the front door of the Court-house of this county.

A copy—Teste,

Jan 14 w8w

L.R. EDWARDS, c.c.

Town of Petersburg to wit.

Person ally

appeared before me (an Alderman of said Town) and made oath that the annexed order of publication has been published for eight weeks successively, since under my hand this 22th day of March 1841.

Printed for \$5.50

John Ross & Co. Printers

Riggs H.

v. } Cu. Sa.

Tregant

Copy

The Commonwealth of Virginia: To the Sheriff of Southampton County - Greeting
We command you that you take T. Trivant if he be found within your bailiwick and him safely
keep until he shall satisfy Romulus Riggs, Samuel S. Riggs, James M. Airtom and James W.
Bacon Merchants and partners in trade under the style and firm of Romulus Riggs & Co. the sum
of six hundred and forty one dollars and eighty four cents with legal interest thereon from the 10th
day of October 1834 till paid which they lately in our Circuit Superior Court of law and chancery
for the said County have recovered against the said T. Trivant for debt. also six dollars and seventy
three cents for their costs in that suit expended. Whereof the said Trivant is correct as appears
to us of Record. And how you shall have executed this writ make known at the Clerk's Office
of our said Circuit Superior Court of Law and Chancery at the Rules to be holden for said Court
on the first Monday in February next. And have them there this writ Witness Littleton
R. Edwards Clerk of our said Court at the Court house the 12th day of November 1840 in
the 65 year of the Commonwealth.

L. R. Edwards Clk

Arrested the within named Theodore Trivant who availed himself of the benefit
of giving bond and security for the prison bonds which bond is herewith returned afterwards
availed himself of the benefit of the Insolvent act with schedule herewith returned.

Depe Denny Depy of
Thomas Postlaw Sheriff

Reggs 86^o
" } Schedule
Mundw. 98^o

A Schedule of property received by H^{rs} Trivant on Taking the oath of
Insolvency on a Case issued from the Clerk's Office of the Circuit Sup^r. Court of Law
and Chy; for Southampton County in the Case of Romulus Regg, Esq^r of
Philadelphia vs J Trivant this 23^d day of November. 1840

J Trivant

A Schedule of accounts and other property delivered to the Sheriff of Southampton
County for the benefit of Regg, Esq^r of Philadelphia upon my taking the
Insolvent Oath Nov. 1840.

One shew case one Desk 1 Pistolly Gauging Rod one Barrel fish an
the following accounts

Ely Sping 5.00 Miller, Hamblin J N. 5.66 Geo. Stewens - 2.81
Wmz Arnd Nicholson - 94 Ely Cobb 1.41 Estate of Lewis N Branch 2.32
Wm Addison Bailey 1.50 Mrs Bell 2.00 Gray J Jackson - .50 Sink joiner 10.81
David Doyle 2.34 Jos Smith 5.14 Samuel Wallace 20.75 William Griffin 2.32
Samuel J Douglass 5.00 Dany Wiggins J N 2.00

List of Bonds &
Open Accounts,
deposited in the hands
of Joseph C. Murdaugh
for the benefit of
John P. Torgant

Receipts:

v. }

Murdaugh & Co

Filed with Dft Murdaugh

answer

I am justly indebted to Mr. P. Bryant, of Memphis Tennessee, as security for me, to pay, a debt due James Murdaugh off, or near La Grange Tennessee, for the sum of sixteen hundred & fifty one dollars, 4/100, payable in equal instalments of three years, from the 19 day of May 1840. And for the security of the same, I feel bound in justice and honor, to make the following assignments in Bonds & Open Accounts, to meet those payments as far as I am able, and I this day assign for the same purpose, & have placed in the hands of Jos. C. Murdaugh this list, Octo 19 1840

Charlot Bryants Bond for 300. 00	
do - do. Our other Bond 138. 31 1/2	
both with sundry credits, leaves a supposed balance of	100 00
Baily Bryants Bond	106 58
Joseph S. Triners Bond	130. 96
Mason Schollars do	100. 00
Wm H. Cokers Bond with a balance	19 37
Wm Whitehead's	26 69
Bryant P. Lee	8 25
James V. Kitchings about	6
Miss C. Coker & Co. 1/2. 9. One do for 13. 12.	19 21
Oliver H. Humman	15. 66
Saul Wallace	30 75
Super Crocker	5 98
J. C. Jones	7 25
	<u>576. 70</u>
<u>Open Accounts</u>	
Alexander P. "Pete"	32. 19
Two Executions V. S. Wm Griffin returned to Office (say)	30. 00
James D. M. Asprebury	25. 38
Estate of Stephen Murdaugh (supposed)	25 00
Constables Receipts for 105. 94 subject to credits, & the balance good for nothing.	105 94
	<u>995. 21</u>

Amount brot forwards \$ 795. 21
The list containing my Portage Apts. 23. 10
\$ 818. 31

The letter containing the evidence of the Notes given
to James Murdaugh by Bro P. Truants, may be found
in this paper with the Bonds & accounts

Jerusalem 10th 19 Octo 1840

P. Truants

My dear Father -

Memphis 22nd June 1840

No farther news from you since your letter relative to the Portsmouth enterprise - I rather think Mr Coker's calculation of \$10,000 profits for a beginning, too sanguine, and upon further investigation of the matter, expect to hear the amount considerably reduced - My letter to you on this subject proposed several enquiries, the answer to which will enable me to form my opinions of the business with some degree of accuracy -

I infer from your letter that business at Jerusalem is no longer worth your attention, & that you intend to abandon it - Uncle James made a start for Virginia three or four weeks ago, and said that he should exert himself to bring you with him on his return home - He was however overtaken by sickness and has given up the trip at present - This circumstance I expect will prevent us from effecting your removal, as I think representations by letter will scarcely have as much influence with you as would a personal interview with him - I am of the opinion that you may do as well in mercantile business there as here, with all the advantages of avoiding the inconvenience and privation attending the removal of a family to a distant Country.

I am anxious that you should give attention to your acceptance of our draft in favor of White & Holmes, for the balance due Uncle Lewis for his man Miles - The draft was given to W & H. to settle a long standing balance, and we are desirous to have it paid, and can look to no other quarter for the means.

In a letter rec^d from David St White & Co, to day, they say they have written to you on the subject without receiving a reply, and request me to call your attention to it - I hope you can pay it at once, or a portion of it; but if you can not, at least write to them and make such a statement of your situation as will procure you the indulgence you need. Be sure to write to them at once -

I paid James & sister a visit some time last month, and found them all in good health, but in very straightened circumstances. The purchases of land & negroes made by James, will give him the greatest difficulty, and he is using every effort of labour and economy to meet his engagements. At the time he made the contracts they were considered, highly prudent and advantageous, which exonerates him from censure in having made them - You will see by the copy of an account here annexed that I have given him my notes for the amount in which you are indebted to him, and by our mutual efforts I hope they can and will be promptly met - He would not have asked the arrangement, I feel

well assured, if his circumstances had not been such as to require that he should make all his resources available - Theodore Tregmont

To James Mordaugh Or

To your note and int amty to	\$1526.94
" Order on Ridley \$273 ⁰⁰ By amt to bond from	1273.06
" balance on Miles, Coker, bond & int	270.21
" Interest	85.38
" Drawing Bittles note due 25 th March 1836	107.26
Interest to Apr 1840	25.79
" Hol. Revells note due 30 th Dec 1836	80.00
Int	16.00
" Jos C. Mordaugh's note due 17 th May 1837	748.83
" Int	134.78
" note on Jos Moore & S Mordaugh	105.50
" Int	2.71
" note on - Bureau sink	8.58
" amt pd you by Sony Ind King wife for conv.	8.00
Cr	
By amt pd Jos C. Mordaugh	\$2000.
" " pd my draft	500.
" " " Thos B. Wall	100.
" Jos P Tregmont's notes due in 1. 2 & 3 years from 17 th May 1840	1651.04
	\$4301.04

Besides these claims are several other small ones included in your receipt, which he supposes can not be made, and has therefore said nothing about them. There is also a note signed by you as his agent, given he says for him of Bot, which you will of course protect

We all continue in good health (and hope you have
 the same blessing - this and our religion, are all left
 to console us in these gloomy times - Let me hear from
 you soon, at length in all these subjects - With best
 regards to your wife & family I remain
 your affectionate son
 Geo. P. Fitzgerald

Reggs Ho
 30 JUN 1841

Murdaugh & Co

Filed Apr. 3^d 1841 by
 J. H. Murdaugh

mail

Wm

James C. Murdaugh & Co.
 Virginia

James C. Murdaugh & Co.

Q

10 April 300
 20 April 115
 415

Parson
 Bond - 50
 465
 12
 477
 25
 502

as you used his name without authority, and the
 bond was given for services of which you had exclusive
 benefit - I should be glad to have this transaction explained
 when you write again, as James seemed greatly surprised
 at hearing from Dr Patton that there was such a note,
 and that he should proceed to sell James' negroes if
 it were not immediately paid -