

1848-008

SOUTHAMPTON COUNTY
CHANCERY PAPERS

THORNTON and Wife VS. MASSENBURG et al.

11/1848

other SURNAMES: Mordaugh,
Ricks, Briggs, Edwards,
Peel, Peele, Walters, Waters

Thorton George

& Papers.

Wapentown &c

1828 Nov. Durn

Thornton & Wife

to ? Stat. Rules

W. Aspinning & Co

Colts Leds - -	\$10.90
Shiff	2.50
Law &c	<u>17.41</u>
	30.81

William Thornton and Rebecca his wife

against
James D Maysenburg, Robert Richs Allen Edwards & Joseph T Briggs
& John R Briggs admors of William Briggs dec^d

1846 Dec 15 Subp^a of awarded

1847 Jan. R. Bill filed sp^a ret^d Ex^d on Maysenburg, Richs & Edwards

New process awarded to Dft^s Briggs^s

Feb. " Subp^a of ret^d Granted

Mar. " Cause set for hearing as to Dft^s Maysenburg, Richs & Edwards

Apr 5 Cause set for hearing as to Dft^s Briggs^s

Nov. 5 Continued

May " Leave to amend bill

Nov " Final dec^{ree}

It is agreed that this
suit shall be dismissed
agreed at the costs
of the defendt -

Wm Thornton

vs Wm Masfentury

Thornton & wife

vs 3 Bill in Chy

Masfentury & co

Wm
5 May

1927 January Rules

39 12 words

To his Honor Richard St Baker, Judge of the
Circuit Superior Court of Law and Chancery for the
County of Southampton, your Complainant William
Thornton and Rebecca, his wife

Humly complaining, shew unto your honor
that in the year 1839, Stephen Mordaugh late of
this County departed this life, having first duly
made and published his last will and testament,
which was admitted to probat on the 31 day of October
1839 by the County Court of Southampton, and on the
same day, James D Mopenburg of this county, the
executor named in said will, qualified - a copy of
said will with a certificate of the said Mopenburg's
qualification thereto annexed, are herewith filed

marked A and prayed to be taken and considered as
a part of this bill. ^{He entered into bond, with Robert Ricks, Allen Edwards}
and William Briggs as his securities - a copy of the bond marked G is herewith filed as a part
of this bill - +

Your honor will perceive that by said
will, the said Stephen Mordaugh devised & bequeathed
his estate to his wife, Rebecca Mordaugh, subject to
the payment of his debts - Your female Complainant
was then the wife of said Stephen Mordaugh, and
intermarried with your complainant William
Thornton on 3^d Feby 1846.

The Exor James D Mopenburg took possession of the
estate and managed it until the marriage of your
complainants in February last - He returned an account
current of transactions on the 19th of Sept 1842 - a copy
of which marked B is herewith filed as a part of
this bill - this is the only account ever rendered by him
as Exor - It shews a balance due from him as Exor on
the 21st October 1842 of \$1798.98 with interest from
that day till paid. The said account is not
legally and accurately settled - On Decr 31, 1841 com^d
\$59.16 - On 25th Decr 1840 com^d \$201.83, and on 31 Decr
1839 com^d \$46.94 are allowed the Exor - To which

William Briggs departed this life in 1841, and Joseph S Briggs & John A Briggs have qualified as his administrators

comes the said Error was not entitled, because he had not returned his account according to law.

This error appears on the face of the account - and there may be objections to items paid by the Error, and to other matters connected with the said account, of which your complainants are not informed - for your complainant Rebecca confided all to the Error who was her brother - and your complainant William has not had the means of informing himself. They are advised that the account should be corrected in the matter of comes, if in no other respect.

The said James D Mapeburg also returned to your complot Rebecca, on the 12 Jan'y 1846, an account as a kind of agent, by which he brought himself in debt ~~of \$565.91~~ ^{with} ~~the account~~ ^{handed} ~~to your complot Rebecca~~ - she knew nothing of acct^s, her brother settled everything just as he pleased, and your complot was content & satisfied with every, or any, settlement he made, without examination - indeed she would not understand the account after examination - the said account in the hand writing of the said James D is herewith filed marked (G) - The said account, your complainants are advised, is upon its face improperly settled - no interest is charged against the said James D and if properly charged the account would shew a balance of more than \$900 - This account is also charged entitled to a credit of \$30 handed by your complot Rebecca to the said James D Mapeburg.

Your complainant Rebecca, also states to your honor, that on the 12th day of Jan'y before her marriage, at the earnest sollicitation of her brother she gave up to him his bond for \$1540 which bond the said James D says was executed on 15 Dec^r 1840, and for which he claims a credit on his executorial account - but she cannot speak positively as to the amount due

by said bond - its date so because she relied upon her brother to keep all straight, and did whatever he would advise or ask - he paid nothing in money, or property, and all that she ever received from her brother is, she verily believes, embraced in his account.

Your complainant William states to your honor that upon his marriage as aforesaid on the 3^d Feby 1846, he received from his wife, the bond for \$565.91, and that upon ascertaining the circumstances of the case, he informed Mr Mapeburg that he would not receive the same in settlement of his account - and has respectfully on more occasions than ^{one} asked him for information in relation to the bond for \$1540, and all that he has ever been able to get from him is contained in two papers marked (D & E) herewith filed as a part of this bill.

Your complot William further shews to your honor, that the said James D Mapeburg knew on the 12 Jan'y 1846 that your complainant and his sister were soon to be married - that in order to avoid a settlement with your complot, he ^{made} out his account & styling himself agent, executed his bond for the balance, which he ^{brought} himself in debt, and on the same day induced his sister, who would do anything, which he would require, to deliver to him the bond for \$1540 - all of which was done without the privity, consent or knowledge of your complot and in fraud, as he is advised of his marital rights -

Your complainant William further shews that the indebtedness of the said James D Mapeburg to the said Rebecca constituted a very large portion of her estate - that besides this she owned only a poor tract of land and a few negroes. Your complot asked Mr Mapeburg

if he had paid any part of the \$1540 for which the bond before alluded to was no doubt given, and which in Exhibit E he says is to be credited 25 Decr 1841 as pr recpt - but the said Hapenburg would not answer the question, saying that there was the recpt, at the same time pointing to it and exhibiting it to your comflet.

Your comflet does not believe that the said recpt was given on 25 Decr 1841, as it purports, because the Exor returned his account to Septor Court 1842, embracing charges against the said Rebecca for the year 1841; and yet the sum of \$1540 is not mentioned.

Your comflet is advised that the execution of the bond for \$1540 (unless recd as a payment of so much on the executorial account) was no payment until the bond was paid - and that if this were not so, that the Conduct of the said James D Hapenburg in procuring its surrender to him, on the eve of your complainants marriage, and without his knowledge, was a fraud upon him, and that the said James D is still liable to your complainant for the amount with interest, and that for the same reason, the settlement by the said James D of the account, which he styles his account as agent, is not binding upon your complainant.

The said James D Hapenburg refuses to come to a fair settlement with your complainant - and he is therefore without relief save in a Court of Equity -

In tender consideration of all which, and for as much as your complainants are without remedy save in this Court where so, To the end therefore that justice may be done, they pray that James D Hapenburg, Robert Hicks Allen Edwards & Joseph S Briggs & John R Briggs administrators of William Briggs dec^d.

may be made defendants to this bill and true answers

make upon oath to the allegations thereof - that the said James D Hapenburg may state whether he did not on the 12th January 1846 know that your complainant William was soon to be married to his sister, your Complainant Rebecca - whether without his knowledge he did not hand to her his account marked as exhibit (G) and bond for the balance - that he also state whether he did not, on that day, receive from his sister the bond mentioned for \$1540 - and whether he informed your complainant William at any time before his marriage of these things, or any of them - that he state whether he paid any money on the bond for \$1540, at any time and if any, when and how - that if the said bond was not surrendered on the 12 January 1846 he state when it was surrendered, and whether he paid the money due upon it - that he may file with his answer the receipt mentioned for \$1540, and the bond for that amount surrendered as aforesaid to him by the said Rebecca, and all other bonds which he may ever have executed to her and which may be in his possession; and if not in his possession that he may state what has become of them - and that he may state for what the said receipt for \$1540 was executed and when; whether it was not, when he executed a bond for that amount - That he may state all amounts (not embraced in his accounts) which he has at any time paid to the said Rebecca, when paid and how - In short that he may without evasion or equivocation, answer each and every allegation contained in this bill - that your honor will order him to render accounts of his transactions as Exor and as agent, if he really ever acted in that capacity - that your honor may declare the surrender of the bond for \$1540 null and void, so far as the rights of your complainants are concerned, and decree to them whatever may be due from the said James D Hapenburg

I Nopenburg upon a full and fair settlement
of all matters in controversy; and if he should not be
able to pay the same, grant a decree against his official
securities as aforesaid for whatever they may be legally
bound to pay - And grant unto your complainants such
other and further relief as justice and equity may
dictate; and as in duty bound they will forever pray, &c.,
May it please your honor to grant &c. &c.

William Thomas Hedden
his wife Pettr
By W. May & J. G. H. H. H.
their counsel

Thomson & wife.

v. } A new one
Marpburg }
left }
Marpburg

1847 May Term

Chs. for aft
4280

To The Honourable Richard H. Baker, Judge of
the Circuit Superior Court of Law & Chancery
for the County of Southampton.

Answer of James D. Maysburg, to a Bill of Complaint, exhibited
in this Court, against him by William Thornton Swift.

This respondent saving
and reserving to himself all benefit of just exception to the numerous and
false statements in the said Bill contained, for answer to so much of said
Bill as he is advised, it is material he should answer, and says—

That he admits the death of Stephen Murdaugh, the probat of his will,
and his qualification as executor at October term 1839 of the County
Court of Southampton, at which time he entered into bond and security
according to law.

It is true his account was not returned by the Commissioner till Octo:
1842, but the facts will fully shew, that he has not incurred the penalty
of losing his commissions for a failure to settle at an earlier day— He
obtained an order on his own motion at Octo: Court 1841 and repeatedly
pressed the Commissioner to state his account, but could not obtain
the desired result till the time at which it was stated & reported,
and surely this respondent being in no default himself ought
not to be held accountable for the negligence of the Commissioner.

But no penalty is incurred where the executor has paid the legatee
before the lapse of two years, and in this case your respondent has
actually paid to the Complainant Rebecca \$1570 and taken her receipt
for the amount long before the settlement of the account. How this pay-
ment was made will appear in the subsequent part of this answer.

The testator Murdaugh was in embarrassed circumstances & much trou-
ble and difficulty attended the management and administration of
his estate— In addition to other difficulties, the estate was involved in
a law suit in the Federal Court at Richmond and in which, success
crowned the active efforts of your respondent— Your respondent also,
out of a mass of papers, had to make up one administration and
two Guardian accounts, the commissions on all of which were paid
to the credit of Murdaugh— Notwithstanding all this, strange as it
may appear, there is one man who has a soul so small and whose
sense of justice is so beclouded, as to wish him to lose if he can, the

Small compensation allowed by the Commissioner for his trouble.

Your Honor will perceive that next comes a charge that the respondent James D. Massenburg rendered his sister a very imperfect account, bringing himself in debt only \$565.91, where, if the account had been properly made out, he would have been brought in debt more than \$900. That the Complainant Rebecca knew nothing of accounts and that this respondent knowing William Thornton & Sister were soon to be married, to avoid a settlement with Thornton, he made it with his sister. To which this respondent answers and says, Rebecca was an intelligent lady and did understand accounts. That at the close of the year 1840, he, as executor of Stephen Munday's, surrendered to his sister the land and slaves belonging to the estate. At the request of his sister he from that time attended to the renting of her land, hiring her negroes and collecting the money when due. The land was leased out for five years at \$100 per year, and the Complainant Rebecca was advised each year, for what each negro hired and she informed this respondent, that she kept an account of all monies furnished her by this respondent. It was therefore supposed that she was better prepared to detect any errors in the account than any other person. William Thornton knew nothing of the respondent's transactions as agent for Rebecca, and had the settlement been postponed till after the marriage, Thornton must have relied on the information of his wife, to have detected improper charges and to have ascertained the proper credits. The Complainant Rebecca was well acquainted with the items of the account and was in the opinion of the respondent the proper person with whom he should settle.

It is urged that the respondent charged himself with no interest in the agency account. Why? Because this respondent was acting as the agent for the Complainant Rebecca, and the balance in his hands was at all times subject to her orders, and every demand she made was promptly met. It will be perceived that the demands made on this respondent in the year 1845 were more than \$200; was the respondent to hold himself ready at all times to meet such demands and at the same time be held accountable for interest? Such a rigid rule can never receive the sanction of a court of equity. If this respondent had been held to a strict account for interest, and had been allowed the usual commissions for his trouble, instead of the balance amounting, as the Complainant supposes, to more than \$900.

it would not have amounted to the \$565. with which his respondent charged himself, as will be seen by the statement herewith filed marked A. & prayed to be considered a part of this answer.

Your respondent is advised that the Court will not disturb the settlement of the agency account, made as it was in good faith, on fair and just principles and between parties, possessing all the legal capacities to make valid and binding contracts. And if the account is resettled, that the respondent will be allowed a reasonable commission for his trouble in managing the property of the Complainant Rebecca, as well as a just & fair compensation for board and trouble, while she was a member of his family.

Moreover this respondent stated to William Thornton, that if the account was wrong and any two business men would say he ought to pay interest he would do so. In connection with this said account, we have an allegation that the account was entitled to a credit of \$30 which the Complainant Rebecca handed this respondent; here we have a wide field for guessing, for we are not told when, where or for what purpose this thirty dollars was placed in the hands of James D. Massenburg, yet he thinks he can show that this like the other complaints urged before your Honor is without a shadow of foundation. In December 1845 This respondent went to Richmond on business and the Complainant Rebecca gave to him \$30 in half Eagles, the only money he is sure she ever gave him, and requested him to use it as far as it would go in the purchase of a watch, in execution of this request this respondent purchased what he supposed an excellent English watch warranted to be so by the most respectable dealer in Richmond and paid \$90. for it and so informed the Complainant Rebecca. Moreover this respondent on the 12th of January following paid to the Complainant Rebecca \$100, \$90 of which was in gold, informing her at the time, that the identical gold she gave the respondent was a part of it to which she remarked "Then you did not use the money I gave you", to which the respondent replied, "I did not, supposing as you had kept it a long time you attached to it more value than its intrinsic worth, I substituted paper in place of it, having paid \$90 for the watch and only charging in my account ^{the} \$60 advanced, this respondent thought the \$30 fully accounted for. The Complainant William Thornton states to your Honor that upon his marriage the Complainant received from his wife the bond for \$565, and that upon ascertaining the circumstances of the case he informed Mr. Massenburg that he would not receive the same in the settlement of his account, so far as relates to the statement said to have been made to Mr. Massenburg, this respondent unqualifiedly pronounces it untrue, though he supposes it is of no sort of moment farther

+ which bond is herewith filed marked (C) and prayed to be taken as a part of this answer. than it tends to shew the general blundering of the Complainants; it is true that Wm Thornton insisted that interest ought to be calculated on the account, but not one word as to the bond farther than to state he had it - this respondent did on one occasion make direct mention of the bond. One of the items creating this balance of \$565 dollars against the respondent was the rent of 1844. The bond for the rent had been put in suit by the respondent and prosecuted to a forthcoming bond, sup- posing the whole matter under his control the respondent charged himself for the rent as though it had been received as the Complainant must have seen by the account rendered. Nevertheless in the summer before second judgment was obtained, the Complainant William Thornton stated to the respondent, that he had given instructions for the money when made to be paid to him, that he thought he might as well receive it and asked the respondent if it was not right, to which the respondent answered, it was perfectly so, provided his bond was credited for \$100, as the Complainant Wm Thornton manifested such a desire to re- ceive the rent which constituted a part of the bond, this respondent had no doubt but he was willing to receive the residue and consequently procured the means, and fully expected to pay the bond at Southampton Dec. Court, when he was met by the Com- plainants bill.

Having fully answered as to every thing connected with this \$565 bond and the account out of which it grew, This respondent will endeavour to be equally clear as to every thing in connection with what the Complainants call a bond for \$1540 but which was in fact a bond for \$1570. The discrepancy grew out of a mistake made by this respondent which shall be hereafter explained - William Thornton complains that he more than once respectfully sought from this respondent infor- mation in relation to this bond and all he could get was certain papers filed in the cause, this respondent thinks that he in a manner equally respectfully referred him to his the Complainants wife for all the information he desired believing she was fully competent to give it; but if the Complainants bill truly re- flects the information obtained, the respondent confesses that in this he was mistaken - The Complainant Wm Thornton moreover asserts that on the 12 of January, James D. Massenburg knew that the Complainant and his sister were soon to be mar- ried; to which the respondent answers that he expected they would be married, but had no idea it was so near at hand, they were so reserved upon the subject that this respondent knew nothing of their arrangements more than a week before the marriage. The complaints and averments in regard to the bond which this respondent will speak of as a bond for \$1570 are so numerous and con-

fusedly grouped together, that the respondent finds some difficulty in answering each in its proper order, but hopes by giving a free and full narrative of all the facts con- nected with the execution of the bond and its final settlement the Complainants will be fully answered - The bond in question was given for \$1570, and was executed at or about the time it bears date and the receipt which corresponded with the bond, was with the papers laid before the Commissioner, but not being entered on the account was overlooked and this respondent was very near having the ac- count recommitted for the purpose of getting the credit, but finally concluded it was of no importance. The bond was executed and the receipt given under the following circumstances, this respondent stated to his sister that he had nearly settled the estate and that upon a final settlement about \$1570 would be due to her, that he was desirous of balancing the account and wished to give to her his bond for the amount which would be due and take her receipt for it, to which she agreed; the bond was accordingly executed and the receipt given. It is true the respondent was not at the time ready for a final settlement, but he knew what assets would come to hand and he supposed he knew all the out- standing debts, and with the exception of the lawyer's fee, their amount. He therefore assumed that upon a final settlement there would be about \$1570 due from him and the sequel fully justified the accuracy of the estimate. Commissioner Cobb reports a balance of \$1798.98 due the 31 Oct. 1842. -- \$1798.98 This respondent executed his bond to Rebecca Mundaugh Dec. 25. 1841 for \$1570 Interest on \$1570 from 25 Dec. 1841 to 31 October 1842 79.80 Paid a Lawyer fee Sept. or Oct. 1842, not charged in account (supra p. 3. 50) 140.00 \$1789.80 Balance due October 1842 after giving credit for the Lawyer fee 9.18

This respondent is not certain that he ever had any receipt for the \$140 paid the lawyer, but the letter and papers marked B. will shew that a larger claim was made and the respondent docked the charge because he believed a part of the services had been paid for by Stephen Mundaugh in his life time. This respondent had never examined the account reported by the Commissioner, he knew that the receipt of the Complainant Rebecca had not been charged and that consequently the account exhibited a considerable balance against him, but knew of no other suspicions. The respondent therefore stated to the Complainant Wm Thornton, that if the reported balance exceeded \$1540, this respondent owed whatever the excess amounted to; The respondent afterwards went to the of- fice and ascertained the balance exhibited on the face of the account and gave to William Thornton a statement, which after crediting the receipt

x which receipt is herewith filed marked (D) and prayed to be considered a part of this answer

of \$1540, left a balance of which the respondent professed to pay under the impression that all was right, for he had not then and never did examine into the details of the account until after the complainant filed their bill, and as the respondent's sister had given his children a part of the bond for \$1570, he claimed only a credit for \$1540 the amount of the receipt he had, though the receipt ought to have been for \$1570 as will be shown, correcting this error of \$30 and the lawyer's fee of \$140 and we have the exact balance of \$9.18. Having fully explained the circumstances under which the bond was executed, the respondent will proceed with its subsequent history. After the execution of the bond this respondent never saw it until, he thinks, the latter part of 1844; about which time this respondent lost his pocket book, among other papers, containing the complainant Rebecca's receipt for the \$1570. After giving up all hope of recovering either the book or receipt, the respondent stated to his sister that the receipt was lost and he wished her to give him another. As the original receipt exactly corresponded with the bond, the bond was produced to write the new receipt by; in the hurry of the moment the receipt was written for \$1540 instead of \$1570 and the error never discovered until after the bond was surrendered into the hands of the respondent - he has no doubt but as the bond just read concluded with a recital of the date; the forty constituting a part of that date became so prominent in his mind that it was inserted in the note instead of the 70^x from the writing of this receipt this respondent never saw the bond until the 11 January 1845 and not the 12 as stated in the complainant's bill. But to trace events in chronological order it will be necessary to go back to about the middle of December 1845, at which period this respondent in speaking of his indebtedness to his sister, he stated to her it would be a matter of inconvenience to him to pay her what he should owe upon the bond she held; to which she replied, that if she attended her situation she should give up the bond, it would be \$500 a piece for the boys meaning my three sons, and that she should have done more for them before, but that the respondent was using her funds and "she thought it would benefit them as much in that way as any other." She moreover said the boys had been every thing to her an Aunt could wish. From that time to the 11th January 1845 not a word passed upon the subject of the bond nor did this respondent mean ever to revive the subject farther than to procure the credit he was entitled to, which would have been one hundred and thirty five dollars besides paying the \$505 for which he gave his bond for

had not the bond been expunged from the account the complainant Rebecca would have been brought in debt on account \$135, for the purpose of getting this credit this respondent had drawn off his account in which he had made a charge of \$150 paid for a buggy and double set of harness and \$100 pr. year for board. During the evening of the 11th January the complainant Rebecca unexpected to the respondent came into the room in which he was sitting with a paper in her hand, and said as she found the respondent was entirely alone, she had come in for the purpose of giving up that bond, laying it on the stand on which the respondent had been writing, but that the amount paid for the buggy and harness must be taken from it.

This respondent furthermore stated to the complainant Rebecca, that he had already drawn off his account and charged the buggy and harness, but as she wished it taken from the bond he would draw off the account again and omit the buggy and harness and that as she had thought proper to give the bond to the boys he would also omit the charge for board - as the account had to be drawn again the settlement did not take place until next day. But when this respondent remarked that in drawing the second account he would omit the charge for board, the complainant Rebecca said she thought she had paid very high board, for she could have boarded in a more public situation, where she could have had better society for less money - To this the respondent answered it was more than she had been charged for board, and apprehending that what she had done was done with some reluctance, this respondent said to her, that if what she had given was not given cheerfully, this respondent would advise her not to give it, for he was sure the boys would rather not have it if given with reluctance, to which she promptly replied, that if she had not given it cheerfully she would not have given it at all. This respondent must in justice to his sister say she had on every proper occasion manifested a kind and affectionate interest in whatever related to the well-being of the respondent and his children and in doing what she did in regard to this bond, he believes she did no more for his children than it had been her settled purpose to do when the occasion should require it. One illustration among many of such beneficent intentions will be given - The last year before her marriage she informed this respondent that she did not wish Wat (one of her negroes) hired out, that Edward, meaning my son Edward, needed a servant and that she should as live he should have his services any one else. This respondent intimated to her that the hire would do Edward more good than the services of the boy,

she then said if ~~he~~ would be benefited more in any other way, the boy might be hired out and this respondent expected no other but Edward was to have the hire - but as the Complainant Rebecca had apparently given the respondent's son the greater part of this bond he said nothing about the hire of Wat, farther than that to account for it. Although the Complainant Rebecca had apparently given the larger part of this bond, she had in fact given but a small part of it. She came to live with this respondent in 1839, having at that time a daughter about five years old; the following August the little girl died and the Complainant Rebecca continued to board with the respondent until her marriage with Wm. Thornton, a period of 6 years and 5 months; the respondent never received any thing for said board, he had charged it in his account at \$100 pr. year, but in consideration of the Complainant Rebecca having made the disposition she did of the bond, the board was struck out. The charge made was certainly very moderate as the Complainant Rebecca kept a servant the greater part of the time, that was of no use, but to wait on her mistress, and in all respects she acted in the respondent's house as though it had been her own, except taking the trouble, for a respectable female that would have been of no use to the respondent was kept in the family as a companion for the Complainant Rebecca and to take all trouble off her hands and nearly all the company entertained by the respondent was the company of his sister, and she was furnished with servant horses whenever desired. Notwithstanding this board and notwithstanding the Complainant William Thornton is now in possession of the buggy and harness for which this respondent paid \$150. The Complainant Rebecca is made to say she verily believes all she ever received from the respondent is entered in the account which the respondent renders. In addition to these facts this respondent affirms that every cent which was given to his son William might reasonably be considered as compensation for medical services. At the time the Complainant Rebecca came into the family of this respondent she was labouring under a chronic disease that had considerably impaired her condition - and this respondent knows that William apprehended it had been so long neglected that it would be difficult to eradicate; in process of time it yielded to the treatment adopted and her health considerably improved, but was delicate and frequently required medical aid. In addition to her general delicate health she had several attacks of fever during which she received the most unremitting attention. The last severe attack she had was at Super Court house in 1844. She had been very ill, but was

slightly convalescent when the respondent saw her, and on that occasion she remarked to the respondent that though she had every confidence in the general skill of her physician, yet she was sure that had William been there she would not have been half so sick, for he knew her constitution perfectly and would have treated the case differently; in addition to this William attended her daughter and more especially in her last illness. No regular charges were even made out for these services, because he had no doubt but his aunt would make him remuneration.

The Complainant Wm. Thornton says the indebtedness of this respondent to said Rebecca constituted a very large part of her estate. If he means his indebtedness on this bond, the respondent will shew that it constituted a very small part of her estate, after giving credit for the buggy, harness, the bond amounting to \$1764. The respondent was entitled to a farther credit of \$700 for board, and upon every principal of justice William Massenburg was entitled to compensation for his services; but saying nothing about the latter, and there would have been only 1164 dollars - and Wm. Thornton had the bond which the respondent gave for \$564, and contends that that is not near enough - he had three other bonds amounting to \$130 - and one bond in suit on which he has recovered \$165 besides the land and slaves. The poor plantation of which the Complainant William Thornton speaks, was under the management of this respondent for six years and there was and will be realized from it during that period \$700. To wit: for the first year \$120 for the five years lease \$500, and \$80 recovered in damages for violating the conditions of the lease drawn by the respondent, for he not only acted as agent, but performed the duties of attorney.

This respondent is called on to say whether he did not on the 12. January 1840 know that the Complainant Wm. Thornton and his sister were to be married, whether he did not with this knowledge hand her his account and whether he did not on that day receive from her the bond for \$1540 - all these interrogations and every other contained in the Complainant's bill, this respondent shoves he has fully answered, except the enquiry, whether the respondent at any time before the marriage communicated this settlement to Wm. Thornton to which he answers he did not; had he done so, he would have been much more communicative than the Complainant had been, he did not suppose that any thing was done that the parties had not a perfect right to do, without consulting any one, and he supposed, if he had a right to pay her \$100, which he did at the time of settlement, he had a right to pay her all or any part of the bond, and if he did not pay the money he had a right to settle

it in any other way the Complainant Rebecca might direct.

Your respondent further answers, that the surrender of the bond of \$1570 was no gift to him, it was a gift to his three sons William, Edward & James (in execution of an intention long before entertained ^{from some substantial marks of her regard} ~~of conferring on~~ and in consideration of services rendered, board furnished, as well as natural love and affection), to whom he was required to execute his bonds to each for one third of the amount, which bonds your respondent still owes - If any fraud has been committed on the rights of W^m Thornton, it was committed by his wife and not by your respondent - For if fraud was contemplated, it is strange this respondent did not so arrange it as to make something by the operation - The gift of the money to respondent's sons was free and voluntary, without influence or constraint, and was a transaction too fair to be polluted by the Complainant William Thornton, whose wife has hitherto been too virtuous to suffer in reputation by even her husband's charge of her connection with a fraudulent transaction, and your respondent denies in the most emphatic manner, that the bond was delivered upon his "solicitation": On the contrary, it was the free will act of the Complainant Rebecca.

And your Respondent believing he has now fully answered the various, strange and in some instances, false allegations of the Complainant's bill prays to be hence dismissed with his costs.

May it please the Court.

W^m Thornton

Santhampton County to wit:

This day, J. D. Mapes being sworn.

- duly appeared before me a Justice of the Peace for the County of said and made oath that the facts contained in the foregoing answer, are true to the best of his knowledge and belief - Given under my hand this first day of February 1847.

J. A. W. Newson J. D.

Thomson & wife
as } not for
mapmaking } accu.

Nov. - Dec. 1845

Thomson & Mife

vs

Mapenkurog

This way this cause came on to be heard on the bill, answer of the Defendants. application thereto, exhibits. Examination of witnesses and was argued by counsel. On consideration whereof it being admitted by the parties that the matters involved in the suit have been settled) and by consent of the parties. The learned with adjudge order and decree that the Plaintiffs. bill be dismissed, and that the Defendants pay to the Plaintiffs, their costs. by them in this suit expended.

Thornston & wife v. W. a. Johnson
On Motion of the Pliffs by Counsel leave is
granted them to amend their bill and
their cause is remanded with

1861
1861
1861

Branbury Bar and in 1832 - James Bar adw -

James Bar and in 1842 - Bar adw. But James
the act of Bar transaction on Branbury Bar. return
in 1845 -

C. D. G.

Thornston & wife

6. } Sp. in Chy

Mapenburg & P

1847 January Rules

Secured on the on their names

Mapenburg Robert Pickens and

Allen Edwards —

Mr. J. C. Mag. Dr. Deft
for South Barre
Shft

New Sp. & Brigg. sp.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you that you summon

*James O Malpassbury Robert
Ricks. Allen Edwards and Joseph Briggs and
John R Briggs administrators of William Briggs
dec.*

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

January next, to answer a Bill in Chancery exhibited against *them* in
the said Court by *William Thornton and Rebecca his
wife*

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 *15th* day of
December 184*6*, in the *7th* year of the Commonwealth.

L. R. Edwards

[One Copy to be delivered each Defendant.]

10.5.6

Thornton & wife

~ } Sp^{rs} in Chr

Massemburg Jas

1847 February Rules

Executed

J. H. Dillard copy of
Rott & Lariggo shff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of ^{Sussex} ~~Southampton~~ County, Greeting:

We command you that you summon *Joseph Briggs & John R Briggs*
administrators of William Briggs dec

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 ^{and there} Monday in
February - next, to answer a Bill in Chancery exhibited against ~~them~~ in
the said Court by *William Thornton & Rebecca his wife*

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 ¹¹ 4 day of
January - 1847, in the *7th* year of the Commonwealth.

J R Edwards

[One Copy to be delivered each Defendant.]

Thornton & Wife

2 } Depositions

Mapleburg & Co

Came to hand book October

19~~19~~ 1920

The Deposition of Elizabeth F. Paul,
Eighth witness now at Mafpenburg and Edward
M. Mafpenburg, taken at the house of
James D Mafpenburg, on 19th day of
October 1847. between the hours of 9 O'Clock
A.M. and 1 O'Clock P.M., in the presence of
the Plffs. and Defendant. To be read
as evidence in a suit depending in the
Circuit Superior Court of Law & Chancery
for the county of Southampton, in
which William Thornton and Rebecca his
wife are Plffs. and James D. Mafpenburg
is Defendant.

Elizabeth F. Paul having been first
asked how she knows and says:

That a few days after the death of Stephen
Murdough. Mrs. Murdough. now the wife
of Mr. Thornton, the Plff in this suit came to
the house of James D Mafpenburg to live, and
remained there till her marriage with Mr.
Thornton: in 1826.

Was Mrs. Thornton, comfortably situated, at the
house of Mr. Mafpenburg?

I think she was, as much so as any lady
could be. She kept a servant a portion of
the time, she frequently visited, received and
entertained company.

What would the Board of Mr. Thornton be
worth, in your opinion, each year during the
time she resided with Mr. Mafpenburg?

Answer. I am unacquainted with what board
is worth, ~~but think it would be worth~~
~~as much, as it would have been any~~
~~where else.~~

Do you think it would be worth as
much there as at any other place?

Answer. I think it would.
was a house-keeper, retained in the family
whose duty it was to attend to the household
matters?

Answer. There was - Miss Edith matters.

Question by Peff.

Did you understand whether Mrs. Thornton
was to pay board, at Mr. Mapenbury's?

Answer - I do not know whether she was
to pay board, or not to pay board - I never
made any enquiry about it.

Question by the same.

Did not Mrs. Thornton spend a portion of
her time in Greenville?

Answer - I do not know much about
that, I do not know when she went, or
when she returned, I kept no account of
her visiting.

And further this Deposition. Sworn
not.

Elizabeth H. Peck

The Deposition of Edith matters -

Question by Defendant?

Did you reside in the family of James
D. Mapenbury, while Mrs. Thornton lived there
if so state the length of time, she lived there
and the manner she was entertained &c.?

Answer. I came to Mr. Mapenbury's to
live in the year 1841. While the wife of Mr.
Mapenbury was sick, I continued to reside
there till Mrs. Thornton was married - at
the time I first went to live at Mr. Mapenbury's
Mrs. Thornton was on a visit to her relations
in Greenville - She visited her relations

every summer, & when she left on her visit
I went to see my relations, we generally
left about the last of July & returned
about last of Oct. or 1st. November.

Mrs. Peck has said as much about the manner
in which Mrs. Thornton was entertained
as I can say.

Question by Peff. Was Mrs. Thornton better entertained
than you were?

Answer. She was not?

Question by Peff. Did you or Mr. Thornton
superintend the household matters?

Answer. It was my business - but Mr.
Thornton, occasionally, attended to it.

Question by Peff. - Did you understand
Mrs. Thornton was to pay ~~the~~ Mapenbury
board?

Answer. I did not understand any thing
about it, I had never heard it named.

Question by Peff. Whenever Mrs. Thornton
was sick who was her physician?

Answer. She was never confined, while I
was there. Dr. Mr. Mapenbury gave her
medicine occasionally. Mrs. Thornton's health
was generally bad.

Question by the same.

Did not Mrs. Thornton while living at Mr.
Mapenbury's invite, receive and entertain
company. & did she not have horses and
servants whenever she wished to visit?

Answer. She entertained company
and had horses and servants, whenever
she asked for them.

Question by the same. Did you ever

Know any visitor or visitors to come & remain for months at a time?

Answer. I remember only one who remained more than a month - and that was Miss Mary Mapenbury. Others came occasionally & remained a few days but not a month.

Question by Pepp.

Did you ever hear Mr. Mapenbury complain of Mrs. Thornton's inviting company to his house?

Answer. I never did - I never heard him complain of any thing she did -

and further this Depo. is said not.

Edith & Walter's mark

The Deposition of William A. Mapenbury

Question by Depo.

Do you know how long Mr. Thornton lived in the house of James D. Mapenbury? how she was treated - what privileges she enjoyed, what her board was worth per annum - and whether she entertained visitors, at her pleasure, and whether or not she and Mr. Mapenbury lived on terms of affection? Mrs. Thornton resided in the house of James D. Mapenbury from the death of Stephen Mudgett until her marriage with William Thornton which event took place in the early part of eight hundred and forty six - While in the family of James D. Mapenbury Mrs. Thornton was

treated in the kindest and most affectionate manner. She had the privilege of inviting whatever company she thought proper and of entertaining them in whatever manner she pleased - As to board while in the family of James D. Mapenbury I suppose it was worth ~~what~~ ^{as} the board of a lady in any genteel family. During her residence in the family she kept a female servant the greater part of the time, and this servant was exclusively occupied in waiting and tending on Mrs. Thornton - Whenever Mrs. Thornton wished it a servant and horses were furnished her in order that she might enjoy the privilege of visiting friends.

Question by same -

Do you hold bonds against James D. Mapenbury? If so, what is the amount & how did you acquire such bond?

Answer. I do hold a bond, the amount is \$588 - & dated 12th Jan'y. 1846 - and was placed in my hands by J. D. Mapenbury saying it was given me by my Aunt. Mr. Thornton - and was understood by me to be one third of a debt which my father had owed my Aunt - my brother James, held at the time of his death a bond of same amt. & date.

Question by same

~~Did~~ any visitor of Mrs. Thornton sick at your father's if so, who attended her, & what amount was ^{paid} for medical services?

Answer. Mrs. Hanny was sick at my father's while on a visit to Mrs. Thornton - she was confined about a week, when she died - I attended her and did not charge any thing for my services.

through courtesy to my aunt. I was asked what was
my charge for attending Mr. Harney - by her
son-in-law. I understood from the inquiry
that if I had charged it would have been paid
by him -

and further this Depoent saith not.
W. M. Mappenburg

The Deposition of Edward M. Mappenburg
Question by Deft.

Do you hold a bond against
James D. Mappenburg, if so, what is
the date and amount. & how did you
acquire it?

Answer. I do hold such a bond for several
hundred dollars exact amount not ac-
collected at this time nor the date, James
D. Mappenburg gave me the bond saying
it was for one third of the amount
due from him to Mrs. Thornton
which she had requested him to pay
to myself & two brothers as a gift from
her, and further this deponent saith not.
W. M. Mappenburg

The above depositions of Elizabeth T. Peck
Edith Wallis W. M. Mappenburg and
W. M. Mappenburg were taken sworn to
to subscribed before me a justice
of the peace for the county of Southampton
at the time & place mentioned in the
caption. Given under my hand
this 19th day of Oct 1847
Richard Barrett J.P.

L H Edwards, Esq
Belmont
Jerusalem

My dear Sir.

I enclose you Bill and V^h L. Thornton L. vs Massenberg -
You will see I want a copy of bond filed & marked q: and I
must ask you to do me the favor to fill up the bill or margin
of first page with the names of William Briggs representatives
and also to add their names as defend^{ts}. I do not know who they
are - Edwards and Risher are alive I believe - if either
is dead, please add or margin, that he died in 1841 and
state who are his representatives, and make them defend^{ts}.
You will much oblige me by doing this, and is doing the
and requesting Shiff to execute before Jay Ruler.

Very respectfully

Y^r friend

Thos S. Holton

Nov. 11. 1846

L R Edwards Esq

Wm Thornton & wife
vs. } Plaintiff. -
J. D. Mapenbury

Am't which defendt. agrees to pay by way
of compromise _____ } \$1653.43
Interest from Augst 12. 1848 to this date (7.23) 14.57
\$1668.00

I, Wm Thornton have this day rec^d. of James D.
Mapenbury One thousand six Hundred & sixty eight
Dollars in full of my claim set forth & asserted
in right of my wife in the suit now pending in the
Circuit Sup^r. Court of Southampton and I hereby
release said Mapenbury from all claims whatever
in regard to the matters specified involved in said
suit - But with this understanding that if the sum
of One hundred & forty Dollars charged to have been paid
to Ro. C. Stanard in said statements shall not be proved
to have been paid; ^{it is to be accounted for:} ~~as of the sum of~~ it being understood
that if that sum of One hundred & forty Dols. was not
paid as alleged & charged by Mr. Mapenbury ^{it is}
to be paid to me by him - The suit to be dismissed
at the costs of the defendt. -

October 5. 1848. -

Wm Thornton

Witness -
David May

Wife of
S. Mundaugh

Exhibit (A)

In The Name of God amen I Stephen Mordaugh of the County
of Southampton and state of Virginia being in perfect health of disposing
memory and sound mind doth make and ordain this my last will
testament whereby and utterly disallowing all other bequestes by me made
I give and bequeath to my wife Rebecca Mordaugh and her heirs forever
all my estate both real and personal consisting of a tract of land situate
and being in the County of Southampton & being the plantation formerly owned
by Griffin Rich & sold to myself by Alexander S. Potts for further particulars of
said tract of land (see) deed from Potts to me also two Negro men Holland
& Craven also twenty five hundred Dollars in the United States Bank in the
Branch of Norfolk also twelve or fifteen hundred Dollars in Bonds & accounts
left in the care of my wife also my crop of corn fodder spruce household & kitchen
furniture plantation utensils stock of horses cattle hogs and sheep running out
of the said enumerated property enough to pay all my just debts & appraisals
and constitute to this my last will and testament my wife Rebecca Mordaugh
& James D. Mafford as executor & executrix herein under my hand & seal
in the Borough of Norfolk September 13/ 1831

Stephen Mordaugh (Sd)

At a Court held for the County of Southampton on the 31st day of October 1831
This Writing bearing date September 13 1831 purporting to be the last will
and testament of Stephen Mordaugh did was produced in Court and there being
no subscribing witness thereto William C Parker Joseph J. (Land William J. Pottle
and Robert Rich were sworn who severally depose and swear that they
are acquainted with the hand writing of the said Stephen Mordaugh and
that they verily believe the body of the said writing as well as the signature
therein to be in the hand writing of the said Stephen Mordaugh Whereupon
it is ordered that the said writing be Recorded as & for the last will
and testament of the said Stephen Mordaugh did and as the Motion of
James D. Mafford the Executor therein named who made oath and
together with Robert Rich Allen Edwards and William Buggis his securities
sworn into and acknowledged a bond in the penalty of Ten Thousand
dollars conditioned as the law directs certificate is granted him for obtaining
a probate thereof in due form hereby being reserved for the executor therein
named to be joined in the said probate when the Court shall so order

Test J. R. Edwards Clk

Account current of James
D. Massenburg Esq.
of Newburgh.

Exhibit (B)

1864

James D. Massenburg

Newburgh, N.Y.

At a Court held for the County of Southampton on the 19th day of December
1843. The account Current of James D. Masseyburg's Curatorial
proceedings on the estate of Stephen Mordaunt dec'd was reviewed and ordered to
be one Term for exceptions and at a Court held for the County aforesaid
on the 16th day of January 1843 the account having been one
Term the exception brought in was confirmed & ordered to be recorded

Teste J. R. Edwards Esq

Attest J. R. Edwards Esq

The Estate of Stephen Mudding decd
 In account with James P. Mafford Esq. Executor

1839			Dr	Cr	Int.
Oct 1	By Cash found in hand		"	938 83	
	to paid expenses to Richmond		12 00		
	" " for negroes		2 30		
	" " for family		20 00		
	" " for weaving		2 30		
	" " for you as admr of Peruss decd		33 30		
	" " ditto C Peruss do do		13 00		
	" " J. M. Beammill accd		30 00		
	" " J. Harcum "		5 00		
	" " Appraisers "		21 00		
	" " copying the estate		10 00		
	" " J. W. Hays accd		5 00		
	" " A Gardner "		1 38		
	to Comr on Receipts		46 24		
Dec 31	Balance due the estate		749 01		
			938 83	938 83	
"	By Balance brought down		"	749 01	
1840	to paid W. loss accd		3 00		
	By amount recd. of ditto		"	18 70	
	to paid C Woodward accd		4 31		
	" " J. S. Williams "		2 30		
	" " J. Mountfort		2 00		
	" " expenses to Richmond		15 00		
	" " of Lyons attd.		30 00		
	" by accd retained		7 03		
	By W. A. Sparks accd		"	37 00	
	" Trunks not id		"	24 00	
	" Dock Board do		"	7 17	
	" W. Dole accd		"	17 68	
	" H. Blaws not		"	11 39	
	" W. Dole do		"	43 30	
	amb. carried forward		\$ 85 84	1183 35	

1840

1840

Amounts Brought Forward

To paid J. Dicks acct

By J. Williford

By J. Ingoant note bal

By J. Mardough note 20

By J. Dixon

To paid J. Bullo

" " Sundry tickets 20

" " R. Dicks acct

By James P. French note

To paid ditto acct

" " J. M. Scammell acct

" " Mrs. Calvert "

By ditto acct

" J. Whitson "

" J. Dicks "

" J. D. Bryant "

To paid ditto "

By sales of Girl Agnes

By Doct. Nicholas note

By W. Park "

By Doct. Nicholas "

By ditto do "

By Nicholas Griffin "

By A. Gardner "

By Sundry bonds

By J. W. Scott Bond

By W. Gardner "

By C. B. Gardner "

By A. Gardner "

By B. Cobb "

By J. Ingoant "

By amt. Sales due this day

By rent lands. Mrs. Ingoant

Amt. Carr forward.

85 84 1183 23

6 213

" " 2 81

" " 13 63

" " 31 17

" " 103 83

33 18

53 84

13 82

" " 214 00

32 00

20 00

27 21

" " 33 00

" " 2 00

" " 16 10

" " 33 00

34 44

" " 275 00

" " 38 18

" " 13 10

" " 21 86

" " 6 40

" " 281 93

" " 18 30

" " 43 00

" " 3 33

" " 40 33

" " 100 00

" " 110 57

" " 10 70

" " 33 90

" " 1519 39

" " 233 00

307 38 4781 39

X

1840

Dec 23

Amounts Brought Forward

To paid J. Lurvey Guard. A. Jones

" " ditto do W. Jones

" " W. Park Guard. C. S. G. G. G.

" " A. Gardner

" " William Gardner

" " J. Gardner

" " W. Gardner

" " A. Dicks

" " A. Gardner acct

" " S. Camp "

" " James Nichols

" " W. Park school fut.

To Com. on Receipts

" 31 Balance due the state

By Balance W. down

By interest on the balance of 1839

To paid Doct. Nicholas acct

" " J. Scott acct

" " B. Cobb "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

" " S. Gardner "

By Nicholas Griffin bond

Carr forward.

307 38 4781 39

396 74

453 00

762 23

197 12

197 12

197 12

10 00

44 79

4 62

3 00

9 38

25 00

281 83

1973 67

4781 39

4781 39

" " 1973 67

" " " 24 74

67 70

8 08

4 10

2 06

2 10

2 50

3 00

63 00

1 10

9 33

6 68

4 50

9 00

20 25

673 33

" " 14 54

889 13 2037 21 24 74

Dec 31

1841		amounts brought forward	889	13	2837	21	4474
		By Cash of 3 Bulls			2	50	
		By of Gesto acct			4	00	
		By B. Rochelle 21 notes			100	00	
		By S. Dole acct			4	00	
		By our note & interest			577	50	
		By Geo. H. Mander bond			354	70	
		By W. Cobb do			136	00	
		To Com. on Receipts			59	16	
Decr	31	Balance due the state	2207	62			
			2155	91	3155	91	4474
		By Balance bro't down			2207	62	4474
		By interest on the bal. of 1840				118	33
1842		By Wm. Cobb's note do			134	10	
		By J. Lawrence ditto			53	33	
		To Com. on Receipts			9	39	
		" paid Geo. Cobb adm's do			33	00	
		" " J. D. Barkman acct			3	00	
		" " S. C. Smith "			2	00	
		" " A. Moore Const. "			3	55	
		" " Geo. Cobb Const. notes			2	50	
		" " ditto for this acct			2	50	
Decr	31	Balance due the state	2339	61			
			2394	55	2394	55	44327
		By Balance bro't down			2339	61	44327
		By Int. on the Bal. of 1841 10 Mo.				110	38
		By Int. acct bro't down			275	65	27365
		By Balance due the State			2613	28	
1840		To paid Mrs. Mordungh the only legatee	X	403	00		
		Int. on 10 Mo.		44	25		
		To paid ditto ditto		267	16		
		" Int. on ditto 1 yr. 10 Mo.		259	60		
1841		paid ditto		66	00		
1842		" Int. on ditto 10 Mo.		3	30	814	28
Oct	21	By Balance due the state			1778	98	work
		interest thereon from this date till paid					

James D. Mendenburg (acting as agent) In At. With Rebecca Murdaugh

		<i>Dr</i>	<i>Cr</i>
1841	To Cash furnished you	\$ 10 00	
May 5	" Ditto	20 00	
June 26	" Ditto	11 00	
"	" Ditto when going to Greenville	20 00	
Decr	" Ditto	5 00	
		<u>\$ 66 00</u>	
	By Rent of Land for this Year		\$ 100 00
	By Hire of Miles		60 00
	" Dr. of Sep		25 00
	" Dr. of Nat		26 50
			<u>2 11 50</u>
			66 00
	Due due R. Murdaugh 31 Decr 1841		<u>\$ 1 45 50</u>
1842	By Rent of Land this Year	\$ 100 00	
	" Hire of Miles	60 00	
	" Hire of Sep	30 00	
	" Hire of Nat	31 50	
			<u>2 21 50</u>
	By Balance due 31 Decr 1841 Brought down		1 45 50
			<u>3 67 00</u>
	To Articles purchased by S. Murdaugh in Norfolk	\$ 15 00	
	" " prior tax act for 1842. Including some tickets	10 90	
May	" To Cash	11	
May	" To Cash	5 00	
July	" To Cash	1 75	
	" Cash when going to Greenville	28 50	
	" Paid Dr. Haddaway's bill	8 00	
	" Postage &c	2 00	
Decr	To Cash	10 00	
			<u>\$ 92 15</u>
	Balance due R. Murdaugh 31 Decr 1842		<u>2 74 85</u>

1843	By Balance due Dec 31-1842			Dr	274 85
	By Sale of Negro Girl Ann				300 00
	By Rent of Land this Year				100 00
	By Hire of Negro Man Miles				45 00
	" Hire of Sep-				30 00
	" Hire of Wab				37 00
	" Small note collected from J. L. Mayes				26 00
					<u>\$ 805 85</u>
	To Paid Subscription to Christ Advocate	2 50			
	" Paid note due from R. Murdaugh to R. Parks	6 50			
Aprils	To Cash	25 00			
May	To Bills	10 00			
	" Paid J. Lawrence for Shingles furnished R. Murdaugh	5 00			
	" Paid for Cotton Cloth	2 37			
	" Paid tax Act & Clerk's tickets	7 94			
July 28	To Cash	50 00			
	" Paid for Hat and blanket for Miles	2 00			
					<u>\$ 111 3 1/2</u>
	Amount due R. Murdaugh 31 Dec 1843				\$ 695 53
1844	By Rent of Land for this Year				100 00
	" Hire of Sep-				30 00
	" Hire of Miles				45 00
	" Hire of Wab				35 00
	To Cash when Edward went to Norfolk	10 00			9 05 53 1/2
	" Paid J. Smith for new boots &c to R. Murdaugh	2 00			
May 8	To Cash	10 00			
	To When going to Suffolk	40 00			
July 3	To Cash	50 00			
	" Paid for dress in Petersburg	1 62			
	" Paid for Advocate	2 50			
	" Paid postage \$ 3.00 Tax Act 4.50	7 50			
	" Paid dock Sumner for attending Sep-	7 50			
Oct 19	" Cash	10 00			
					<u>143 1 1/2</u>
	Balance due R. Murdaugh 31 Dec 1844				<u>762 41</u>

1845

By Balance due R. Murdaugh 31 Dec 1844 Brought forward	\$ 762 41
By Hire of Miles	65 00
" Hire of Wab	35 00
" " Sep-	31 50
	<u>873 91</u>
To Paid Postage Act	\$ 2.50
" Cash	30.00
" Paid Martha Fowler note R. Murdaugh security	6.31
To Cash	50.00
To paid the act 3.69. Frank Strope 1.00	4.69
" Paid for the Advocate	2.50
To Cash given you in Greenville	50.00
Cash paid for Watch	60.00
	<u>208 10</u>

Due 31 Dec 1845 to R. Murdaugh	665 91
Cash paid to R. Murdaugh 12 Jan 1846	100 00
	<u>\$ 565 91</u>
By Note Jan 12. 1846 given to R. Murdaugh	565 91

The Rent of the Land for 1845 is due and the bond is in the hands of Chamberlains & Mapleton - who brought suit for failure to comply with the terms of the lease in 1844
JDM

Exhibit (G)

(D) Exhibit

Balance due the Est of S. Muddough as per Report
of Mr. Commissioner both Oct 31. 1842 . . . \$ 1797.00

% Amt Settled with Rebecca Muddough 31 Oct 41
\$ 15.40

Sub on that amount to 31 Oct 42. 77.00

Paid for auditing A/c . . . 2.00

From Bal due . . . 178.00

Sub to 31 Oct 1846. . . 42.72

220.72

Fr. y. lib. (Fr. y. lib.)

Oct 31. 1842
den Est. 179898

\$ 15 40 Dollars to be credited to J B Maffenburg.

Executorial Act. of J. Murdaugh's Estate Paid as pt

Receipt of R Murdaugh Dec^r 25. 1841. —

To the Worshipful L

5

A Summary Statement of the Rent of Land and hire of negroes belonging to R. Mordaugh, varying from the account rendered to her by charging commissions on Money Recd and calculating Int. on the balances in hand from the 31 Dec^r after it was recd in each year. holding it in each Year from the time of its receipt to the end of the year as a fund to be drawn on

By Rents and hires for the Year 1841. Rec ^d Jan ^y 1842		\$ 212 00	
To advances made in 1841. No funds then in hand	66 50		
To commissions on the Rents & Hires Rec ^d January 1842	10 60		
To advances made during the Year 1842	87 65	164 75	
Balance due 31 December 1842			47.25
Interest on the above balance from 31 Dec ^r 42 to 31 Dec ^r 43			8.69
By Receipts and Hire for 1842. Rec ^d Jan ^y 1843		222 00	
By amt. Rec ^d 1 Sept. 43 for Sale of Girl Ann		300 00	
		\$ 522 00	
To advances made during the Year 1843	\$ 111 32		
To commissions on Receipts this Year	26 10	\$ 137 42	
Balance due on the transactions of 1843			\$ 384.58
Interest on this balance of 1843 from 31 Dec ^r to 31 Dec ^r 45			46.14
By Rent and Hire of 1843. Rec ^d Jan ^y 1844		\$ 206 00	
To advances made in the Year 1844	\$ 143 12		
To commissions on Receipts for this Year	10 30	\$ 153 42	
Balance due on transactions of 1844			52.58
Interest on the balance from 31 Dec ^r 1844 to 31 Dec ^r 45			3.14
By Rent & Hire for 1844. Rec ^d January 1845		\$ 210 00	
To advances during the Year 1845	\$ 206 00		
To commissions on the Receipts for 1845	10 30	\$ 216 30	
To Balance due M ^{rs} Mordaugh on transactions of 1845		6 30	
By Hire for the Year 1845. Rec ^d Jan ^y 1846		\$ 111 50	
To commissions on \$ 111.50	5 57		
To amount advances 12 January 1846	100 00		
To Balance due M ^{rs} Mordaugh 31 Dec ^r 1845 brought down	6 30	\$ 111 87	
due on 1846 to M ^{rs} Mordaugh			37
Aggregate of balances due R. Mordaugh & the Sub		\$ 542.18	
Deduct balance for \$6			37
Amount due Rebecca Mordaugh 12 Jan ^y 1846		\$ 541.71	

(P.D.)

Note \$1570.00
376.80
1956

Take from it exp^d for

Buggy ——— 150.

Exp^d to repairs &c 30 180—

\$ ——— 1766
588 66

Credit by 3 Notes to Benjamin Edwards,
and James Massenburg — \$1766

James Massenburg }
to } note
R. Muntausch

(P)

On Demand I promise to pay to Rebecca Murdaugh the sum of fifteen hundred and seventy dollar current money to the payment whereof I bind myself and heirs as witness my hand and seal this 25 day of December one thousand eight hundred and forty one.

Wm — W A Napenburg

R. Murroughs

Receipt

(D.)

51
58.2
124.03
126.38

Received December the 25 One thousand Eight hundred and
forty one of James Wapenbury Est^d of Stephen Mordaugh fifteen hundred
and forty dollars.

Rebecca Mordaugh

Test W^m Wapenbury