

1819-016 Chancery Causes: Alexander McDougall vs Thomas Davis; Samuel Woodley & al

Isle of Wight County

other SURNAMES: TANN,
Hass, McDougal, Dews

Mr. Bouyale
re Zinjirski
Woolly &

October 1818 Bill filed &
leave for Eng.ⁿ

Oct. 1818 ans.ⁿ filed

November 1818 cont.^d for consp.^t

June 1819 conditional decree
& appeal granted the consp.^t

any that the said Thomas Davis intended to
defraud him for assigning the said obligation to
a certain ~~James~~ ^{Samuel} Woodley notwithstanding he
had no claim whatever to the said Bay or
where account the bond or note was given
and the said ~~James~~ ^{Samuel} Woodley ^{for James W. Woodley} took certificate
about on the common Chest Side of this Court
and obtained a judgment for the sum of fifty
dollars with 6 per cent interest from the 25th day of Decr 1816
till paid and 793 Cents -
and on which judgment he is now threatened with
an execution. Your orator having been advised
that his defence was good in Equity only failed
to defend the said action. In tender considera-
-tion whereof and for as much as your
orator is remedied in the premises except
by the intervention of a Court of Equity in
which matters of this nature are alone properly
relievable he prays the aid of your worship
to the end that ~~that~~ ^{that} the said Thomas Davis
and the said ~~James~~ ^{Samuel} Woodley ~~and~~ ^{with} Woodley and all
other interested when known to your orator be
made defendants to this writ and that they
be compelled ^{on their oaths} to answer fully and unvariously
the allegations in the Bill contained. That
they say whether the facts stated are not strictly
true and correct ^{and whether the said bond did not purchase the obligation for less than its stated value, &c} and your orator prays
that the Court will again the judgment aforesaid
against him and that your worship will
make such other order as seems in the
premises as may be correct and proper. &
your orator prays the necessary process
conferred.

Attorney for C

Wm. C. Combs tomt.

This day Alexander de Bore all came before
me ^{a Justice of the peace} and made oath that the several
matters and things as set forth and
contained in the foregoing Bill of
intervention are true - given under my
hand this day of ^{admon.}
1818 -

(P)

Wm. C. Combs

to the County Court of Rich. Wright's Chancery
sitting. Agents confidentially sheweth unto
Honors your orator Alexander etc. Doyale
that on or about the 28th day of June 1876
the ~~then~~ was in treaty with a certain Thomas
Davis of the County of Rich. Wright concerning
the purchase of a free boy of colour named
Raymond M. Law who the said Thomas Davis
affirmed your orator had been bound to him
according to law to serve till he should arrive
to the age of twenty one year - that your orator
agreed with the said Thomas Davis that he
would give him the sum of fifty dollars for
the services of the said Raymond for and during
the time for which the boy was said to have
been bound to serve - that he bought him for
the purpose of employing him about his plantation
and not for the purpose of teaching him
the art of painting - that he was bound to
Davis to learn the art of farming only and
that your orator executed his Bond for or
writing obligatory dated the 28th day of June
1876 and payable 25th December 1876
for the said sum of fifty dollars. Your compts
alleges that after he had contracted with
the said Thomas Davis for the said boy, he
was surprised or being informed that the said
Ray had not in fact been bound to the said
Davis according to law and that the Com-
missioners of the County Court of South Carolina
in consideration that the said boy had not
been legally bound out, proceeded to bind him
or to affect the owners of the poor to
so - ~~so that~~ the said Thomas Davis therefore
could have had no right or claim to the said
Ray at the time he sold him to your orator
and on which contract the said Bond or
writing obligatory was executed. Your orator

The arrival of Thomas Davis, to the bill of complaint against
John Atkins exhibited in the county court of Isle of Wight,
on the part of Alexander Mack ~~Douglas~~ Douglas Compt.
"This defendant, saving preserving to himself every benefit
of exception to the errors in said bill contained, he answers
hereunto saith - It is true, that ~~that~~ the Compt.
did execute by bond for the sum as mentioned - that the
same was opened - but in what La Vidon record?
in Ischough County - but that there ~~was~~ ^{were} any
such conversation - conditions - or misrepresentations
as he is charged by the Compt. in his bill to have made
to this utterly false in every point (Respect whatsoever)
" - On the contrary - His response further answering
saith - that he used no language calculated to
surprise the Compt. or to defraud him - that he
narrated on the contrary - the full & entire history
into the manner way & all the circumstances, going
to show the true title - by what he held the said
New Bay, to the Compt. before the bargain was made
- but all of which facts, his response has no doubt, ^{were} ~~was~~
fully known to the Compt. himself - without any
statements made on his part - & as an evidence
of the correctness of such an opinion, - y^e response
further states - That the Mother of the said Busho^r W^r
Tamm, Edy Huf - having selected his response to
let her friend to him, the said Ch^r - did actually
by indenture, on the 29th of ^{13th} execute an agreement
accordingly - That y^e response recd him when a small
boy about 6 or 7 y^r old, - ^{& kept him till he arrived at the age of 13 or 14} - that soon after the mother
having removed to L^{on} - the said boy eloped & staid
off some time in that County - that he again secured him,
but a second elopement ensued, ~~when~~ ^{after} y^e response
has no doubt, but he was harbored in L^{on} - that the
Compt. was angry to it - as the boy had then become
pateented, in about this time the Compt. ^{having} ~~had~~ been engaged
by Mr Wighams - when he had visited sometime, engaged in printing

came to the defense - I said he would get the boy if they respond
would pay him for so doing - which he promised he would do -

Soon after however - the Compt. came without the boy, which
offered of his own accord, without any previous request or
statement on the part of the defense - to give him fifty dollars
for the said boy - this request then remarking that he did
not know if he had a right to sell his interest - or assign
the indentures, for the said boy to any person - He stated correctly
the title away, he held him - the Compt. remarking that
he would give him \$50 for his right to the boy - good or
bad, & he ends up all pay and not only onto the title
but onto getting possession of him. - This Compt. & request
then both went to Litch for the purpose of securing the negro -
They found that he had been in possession of a certain - ^{to the Compt.} ~~the~~ who
had been endeavoring to have him ^{the boy} found by the overseer to him
but could not effect it - This request & Compt. then went to
John Manley, an overseer of the farm - He stated all the circumstances
of the case - after which the overseer - recommended that they request
in order to enable the Compt. to hold the negro - should go
a fortnight, there assign his right over to the Compt.
which when done - ~~would~~ the overseer would then
settle them, hand him over to the Compt. - as the overseer
further remarking that - Justice requires - that he should
certainly if required, again find him to respond, who
was certainly entitled to the preference - in case any calamity
should have taken place in the first finding) - This was accordingly
done as appears by the account marked A. There with I set the
part of the bill - at which time of response delivered over to
the Compt. by indentures - I who then & under all the
circumstances appeared - executed the bond as mentioned.
The Compt. further said - that the overseer after this purchase
vaunted that I bragged that he had lost the boy only for \$50. when
at the very time old Mr. Phillips under the very same circumstances
offered to give him \$110. for his right in the negro as lost &
then all rescues onto its possession, - that the boy is now worth
from \$40. to \$60 per annum - so that in fact the Compt. who pretends
they heavily to complain in fact got him for one year hire only -
that the Compt. is very willing to take the negro as he originally held
him instead of the hundred of the Compt. & believes that whatever
fraud has been practiced - has been entirely on the part of the
Compt. who now holds the boy quietly - that the defense has
been entirely the injured man - prays that the Court be displeased
that he have the benefit of his freedom without more delay & expense
He of the County Court. This day Thomas Davis came before me a magistrate
in the County & made oath that the said matters shown in the foregoing bill
are true & correct as far as he believes & knows. Given under my hand &
Seal the 29th of Oct 1818.
Jno. Woodley J. P. Clerk

Mr. Hargis

Washburn & Co.

San Francisco

The Answer of Samuel Woodley, to the bill of complaint against himself
and others exhibited in the County Court of Isle of Wight, on the
part of Alexander Mack Douglas Compt. - The respondent
serving and reserving to himself, all and every benefit
of exception to the manifold errors, and technicalities
in the bill of the Compt. contained, in answer thereto,
or unto so much thereof as he is advised material to
him to answer, answereth and saith -

That the land in the Compt. bill mentioned, was
assigned over to him in the benefit of the said
James Woodley - that a legal mortgage has been
obtained thereon - that he has no doubt, but that
the bill is partly entitled to the benefit of his
adversary's affidavits - which may triumph for a
fair & ^{decisively satisfactory} consideration - ~~They respond~~ ^{Thomson, Davis} ~~belonging~~
denies, that the said allegations in the Compt. bill are
correct & true, but on the contrary, declares them entirely
groundless and fraudulent on his part -
that he ^{the Compt.} obtained the said negro, under circumstances
on his part - of a deceitful & unfair & uncondemned
character, ~~he~~ ^{he} now holds him, for a consideration
much below his value - and is at a loss to account
upon what ground ^{the Compt.} he has set up the smallest
pretence on his part to complaint - This defendt. denying
all fraud, combination &c. - & being entirely ignorant
upon all other points - not heretofore stated, says
that the by the defendt. &c. with his costs much
unreasonably incurred &c.

Isle of Wight County Court.

They say, Samuel Woodley came before me a Justice of the Peace
for the said County, & made oath, that the said matter in the foregoing
bill so far, as he has been informed by others he believes correct, &
so far as depends on his own ~~personal~~ knowledge are correct.

Given under my hand & seal this
28th Oct 1818. Jno. Woodley J.P.

Make now all
Monday Jan

Decr 5th 1818. This day appeared before
me George Green who made oath that
on the 25th day of November last past,
he delivered a ~~written~~ copy of the within notes
to James Woodley and Woodley and
Thomas Davis - being under my hand
the day & year aforesaid - Given under
my hand this 5th day of ^{Decr} ~~that~~ in the year
1818
J. H. Curtis J. R.

Wmth Saml Woodley James &c Woodley and Thomas
Davis Jurs Take notice that I shall on Saturday the
5th day of December next at the Town of Warr
Davis in the Town of Smithfield in the County
of Isle of Wight between the Hours of 6 o'clock
in the morning and 6 in the evening of the same
day proceed to take the affidavits of Carter
Deveres and others to be heard as evidence in
a suit in Chancery brought by one in the
County Court of Isle of Wight Wmth James
Plaintiff and you are Defendants Wmth James
may attend if you please Yrs &c

Alex^r H. Bougall
November 25th 1813

To the Clerk

of Dorchester

Came to hand under seal

2^d Nov^r 1818 - W^m Garry Esq.

returned he was escorted by one of the Bells of Southampton,
who had apply'd to the Court of Southampton for an order
to bind the said Boy to him the 4th Bell, that they might ~~ascertain~~
during this they went to the house of a M. Bailey one of the
overseers of the poor in that County and ^{informed} him, the
indentures which Davis had assigned to M^r Dargall and
informed him of the Circumstances of the Case, and that
said Bailey informed them Davis and M^r Dargall that if
Davis would go to the Court of I. Shottwright and in
Court release his right and interest, unto said M^r Dargall
and fetch an order from said Court that then they
the Overseers would bind the said Boy to the said M^r
Dargall all of which being done, and M^r Dargall now
holds the said Boy in quiet possession under the foregoing
Circumstances, and further the affiant saith not

Questions by the plaintiff. Are you not interested in
this case. Answer I am not - Question. Whether
or not do you know of your own knowledge that
the overseers of the poor ^{of Southampton County} of the County of I. Shottwright
ever rebound this boy to
me after having him bound to Tho^s Davis.

Answer - I do not - Question Whether you
ever wrote to the overseers of the poor of
^{Southampton County} relative to this affair. Answer I did - Question
whether the indentures were sold to me as
good ones or bad. Answer, he sold you his right
such as they were ~~for~~ for the the consideration
of fifty dollars without any responsibility
on his part -

I do hereby certify that the foregoing affidavit
was duly sworn to before me this 31st day of Oct.
1818—

J. Crocker Esq.

Mr. Alexander Mc Donnell

Sir,

Take notice that I shall,
on Saturday the 31st of Oct. of the present year, 1818, at the
late store house of Andrew Woodly in the county of
Ile of Wight, between the hours of ten o'clock in the morn-
ing, and six o'clock in the evening of the same day, proceed
to take the affidavits of Andrew Woodly and others, to be read
as evidence in a suit enjoined by you in the county court of
Ile of Wight; where you now stand as plaintiff, and myself as
assignee of Thomas Davis, for the benefit of James H Woodly; and
James H Woodly and Thomas Davis are defendants &c. where
you will attend if you please, &c.—

James Woodly
Oct. 20th 1818.

Cum

William H Woodly came
before me, a justice of the peace in and for the said
county, and made oath that he delivered a notice,
of which the within is a copy, to the wife of Alexander
McDougal, and informed her of its contents at the home
of ~~Dr~~ McDougal on the 20th day of Oct. 1818. — Given
under my hand the day and date aforesaid. ~~W~~

Andrew Woodly J.P.

Oct. 20th 1818.

Woodly
To ~~the~~ Notice
McDougal

1818

The affidavit of James Woodley is taken at his late store
House in the County of Solid Light on this thirty first day of October 1818
between the hours of 10 O'clock in forenoon and six O'clock in afternoon of
the same day to be read as evidence at the trial of a Certain Suit standing
on an injunction now depending and undetermined in the County
Court aforesaid in which Alexander Mc Dougall is plaintiff and
James Woodley assignee of Thomas Davis for the Benefit of
James Woodley and James Woodley and Tho^s Davis are Made
Def^s, this affidavit is taken in Conformity to the annexed Notice
which is here to annex and directed to J. A. Mc Dougall -

This affidavit being first duly sworn to on the Holy
Evangelists of almighty God deposit and swear that same time
in the summer of 1818 Tho^s Davis and A. Mc Dougall
Came before me to the House of this affiant and related to him
a bargain they had just made and requested the favour of this
affiant to write a Note of hand for fifty dollars which the
J. Mc Dougall agreed he was to pay unto the J. Tho^s Davis
for his right for the Indenture of a Certain Minuties Boy
Called Bushrod Washington Tamm which the Mother of
said Boy had placed and bound to said Thomas Davis the Bargain
was over and over repeated before this affiant who was called on
to take Notice that Davis only sold his right only he would
not warrant nor agree to deliver the said Boy, he would
assign and deliver over the Indenture only with which the J.
Mc Dougall expressed to be satisfy, with stating he was
acquainted with all the Circumstances and knew where to
find the said Boy, that he only wanted said Davis to go with
him to the house of one W Britt in Southampton to which
Davis agreed to go with the said Mc Dougall who after
the Note was executed and delivered to Davis and the inden-
ture of said Boy to J. Mc Dougall, Mc Dougall
before he left the House of this affiant said he would not
take one hundred dollars for the said Boy to which this
affiant replied he had made a good bargain, I'm afraid
words other words the said Mc Dougall and Davis called on
this affiant again, and stated that they had failed in getting
the said Boy when they went after him and said it was

the.

The Deposition

~~The Affidavit of Carter Dins taken at Wilson Davis
Tavern in the Town of Smithfield on the fifth day
December 1878 to be read in Court according to law
in a case depending between Thomas Davis
Plaintiff and Alexander Mc Dougall Defendant~~

~~The Affidavit of Carter Dins taken at Wilson Davis
Tavern in the Town of Smithfield on the fifth day
December 1878 to be read in Court according to
law in a case depending between Alexander
Mc Dougall Plaintiff and James H Waddy
Defendant~~

the affiant.

On a certain day not recollected at present Mr Thomas Davis was at my shoe shop and askt me if I wou^d buy a note I askt him whose it was he told me it was Alexander Mc Dougalls I askt him the amount he said it was fifty dollars as well as I recollect I then askt him what he wou^d take for it he said he wou^d take twenty five dollars in cash and six dollars worth of shoes I then told him I wou^d see Mr Mc Dougall and if it made no difference with him that I wou^d give him what he askt after that I saw Mr Dougall and mention^d the circumstance to him and it did not appear to meet his approbation in consequence I declin^d buying the note. I think he told me that the note was executed to him by Mr Dougall for a boy that Mr Dougall had of him

Nothing more recollected by me

5 December

1818

Carter Dews



Judge of County do wit

I do hereby certify that ^{Dews} Carter came before me J. H. Purdie a justice of the Peace for the said county & made oath to the above Affidavit on the 5th day of Dec^r 1818 Given under my Hand the day & year above written

J. H. Purdie J. P.

12

Isle of Wight County (to wit)

July court 1816—

On motion of Thomas Davis. and with the assent of
the Court leave is given him to assign Bushrod W.
Tamm Indentures to Alexander M. Douglass

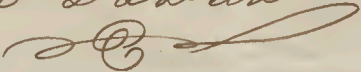
A copy

Teste Nathl. Youngth
" JH "

Recd: July 12th 1819. of Mr. Alexander Mc Dougall the sum of sixty eight
dollars and 84 cents the within sum is paid for an execution
obtained in Sd. Court coming up the said Alexander Mc Dougall
by Sd. Woodly as per me of James H. Woodly —

Sd. Woodly
of James H. Woodly

Is of Wright County to wit,
Samuel Woodley assignee of Thomas Davis for James H. Woodley
vs Alexander M. Douglass & Carter Duns his appearance bail in debt
for for \$50 with 6^{per cent} interest thereon from the 25th day
of Dec^r 1816 ^{and ten per cent damages from} until the 5th day of October 1818 until the 7th day
of June 1819 and 1068 cents —

Teste Darius D.C.


Prind	\$ 50. 00
Int. 10 M ^o	5. 25
Jan ^l for 7 M ^o	2. 91
	10. 58
	68. 84

Came to hand under seal

3th Decr 1878

W. Henry C.

Clerk of Isle of Wight

To the Clerk of the Court
Candy Court

By the Clerk

Dear Sir
here in your letter. Please the several answers
of Samuel Wooddy [redacted]
the writ of M. Douglass, which you will please
to file and set the said writ for trial the next Court
as I shall move the Court to dissolve his injunction
— and Much oblige yours —

Sam Wooddy
Oct 30th 1878.

Know all men by these presents that we Alexander M. Longall
and Ro. Butler are held and firmly bound unto
Samuel Woodley agree of Thomas Davis for James H.
Woodley

in the sum of One hundred dollars —
current money to which payment well & truly to be made
we bind ourselves & each of us our & each of our heirs executors
and administrators jointly & severally firmly by these
presents sealed with our seals & dated this 2nd day of
November 1818

The condition of the above obligations is such that whereas
the said Samuel Woodley agree of Thomas Davis for the benefit of
James H. Woodley —

hath obtained a judgment at common law against the
said Alexander M. Longall — in the
county court of Isle of Wight for \$50 —

with interest & costs and the said Alexander M. Longall
hath obtained an injunction

to stay the execution of the said Judgment until the
hearing the matter in equity upon a bill filed for that
purpose if therefore the said Alexander M. Longall

shall satisfy and pay the said
Judgment at law and all costs and damages that shall
be awarded the said Samuel Woodley &

in case the said injunction
shall be dissolved then the above obligation is to be
void or else to remain in full force and virtue

Signed Sealed & acknowledged
in presence of

Alex^r M. Longall

Ro. Butler

Seal

Seal