

LE14-072

SOUTHAMPTON COUNTY
CHANCERY PAPERS

MURDAUGH

VS. BLOW

5/18/4

other surnames: Calvert

Mordough } Injⁿ
or } Bill
Blond }

May 1803 Bill
filds Blond given

Nov 1803 Dipolwa

June 1805

Bill review filds
Blond given

1814 May oft used state

Gatasha

To the Justices of Southampton County Court in
in Chancery sitting, Josiah Murdaugh humbly complaining
sheweth that in the year 1800 he was indebted unto one
George Blow in the sum of dollars which said sum
of money your complainant verbally agreed to pay unto
William Blow provided the same could be effected by
I with the consent of the said George Blow, & provided also
that the same should operate as a complete discharge of the
debt due by your complainant to the said George Blow.

Your complainant further states the consent of
the said George Blow, to the transfer of the debt due
by him, ^{that} should be made to William Blow, was never
made known to your complainant, in consequence
whereof he supposed himself exonerated from his undertaking
to the said William Blow, and ~~was~~ ^{was} made ~~stronger~~ ^{stronger}
in that belief, well knowing, that under the act of
Assembly "entitled an act to prevent frauds & perjuries, No
person shall be liable in an action to answer for the debt
default or nonperformance of another upon any special promise,
unless such promise or agreement upon which such action
shall be brought, or some memorandum or note thereof
shall be in writing & signed by the party to be charged thereunto."
That the said William Blow frequently mentioned to your
complainant that George Blow was indebted to him
in the like sum of money aforesaid, but never has shewn
to your complainant any writing whereby he would be
warranted in complying with the verbal agreement
aforesaid. — Your complainant further shews
that afterwards, himself & George Blow met and agreed
that the aforesaid sum of money should be paid to Saml.
Calvert, which was accordingly done, and your

complainant discharged from the debt due by him
to the said George Blow, in presence of the said
Samuel Calvert. That after the commencement
of suit by the said William Blow, the settlement
above set forth, was made known to him by your
complainant, upon which he engaged to dismiss
the suit. — But so it was, the said William Blow
disregarding his said undertaking, prosecuted the suit
and hath obtained judgment in the County Court of
Southampton for the sum of Dollars, taking
your complainant by surprise, not being prepared
with the evidence to ~~prove~~ establish the payment
made to the said Samuel Calvert agreeably to the
direction & express agreement of the said George
Blow. — By ~~which means~~ ^{of which said judgment} your complainant
is liable to the payment of money for which
he has received ^(without the interfering of this Court) no consideration ~~of~~ which
actings & doings of the said William Blow are
oppressive & contrary to equity & good consequence,
in consideration whereof & in as much as matters of
this kind are properly relivable in this Courts, to the
end therefore that the said William Blow may be made
defendant hereto, and on his corporal oath, full, true
and perfect answers make to all & singular the
allegations of this bill, in as ample manner, as the
same were again repeated. — That the Court
will enjoin the deft and all others from proceeding
in virtue of the unjust judgment so as aforesaid obtained
until the cause is heard in equity and then make the

same perpetual or grant such further or other relief as
shall be most agreeable to justice and equity —

May it please the Court the Comonwealths
Subp^{ts} of injunction to grant directed to the said
William Blow. I your complainant will be thankful
as in duty bound I

George M. Luer

Personally appeared before me one of the Just Common-
wealths Justices of Peace for the County of Southampton
Josiah Mordaugh & make oath that the allegations of
the afd bill are true as far as he knows & believes —
May 16th 1803

J. Mordaugh

To the Court of Sacchar County in Chancery
telling your orator Josiah Merdagh humbly
sheweth - That in the year 1803 your orator
pleaded in this Court an injunction to a judgment
which had been rendered against him at com-
-mon Law in favor of William Bloer. That
Bloer filed his answer thereto denying the alle-
-gations therein & obtained a dissolution of the
s^d injunction on des^t of the imperfection
of your orators testimony - That since
the trial of the s^d injunction new &
important facts have come to the know-
-ledge of your orator which if they could
have been disclosed on the trial would
have produced a different decision as
your orator believes & is advised - where-
-fore your orator prays that the said in-
-junction may be reversed & the pro-
-ceedings thereon reviewed by your worship
& your orator ever will be -
sworn to in Court

Shobon Jay

To

The Clerk of Southampton

The Deposition of Samuel Calvert in a suit in Chancery,
now depending in the County court of Southampton where
Josiah Mordaunt is Plaintiff and Wm. Blow defendant
taken at the house of William Hart in Jerusalem
between the hours of Ten a.m. and six o'clock P.M.
on the thirtieth day of June 1804 who being of
lawful age and first sworn on the holy Evangelists
of Almighty God depose and say: That some time
about the year 1793 he was indebted to Josiah Mordaunt
in the Sum of forty dollars, who was at the same time indebted
to George Blow to an equal or greater amount, & the
said George Blow indebted to ~~him~~ a sum also equal,
and when by mutual consent of the said Mordaunt,
Blow and himself a discount was made, and the parties
reciprocally discharged as to the amount of forty dollars.
That at a subsequent point, he was in company with the said
Josiah Mordaunt and William Blow, who were in conver-
= sation respecting a suit then depending in the County court
of Southampton between the said Blow and Mordaunt and
was by them particularly called on, to notice, that at a
future day (then named by the parties) themselves, George
Blow and himself were to meet in order to settle and
adjust their suit, and in conformity thereto, the Suit was
to be immediately dismissed and further this deponent
saith not

Sam. Calvert

1804 June 30

This certifieth that the above deposition
was taken at the time and place as therein stated before
us

Sam. Hunt J.P.

Wm. Briggs J.P.

The answer of William Blow Deft
to
The bill of Josiah Murdaugh Compt.

This Deft saving dec. to so much of the apts bill as is material or essential to be answered, answers with oath - That true it is the Compt. was indebted to the S^c George Blow in the sum of seventy one dollars as stated in the bill, and that the S. George was also indebted to this Deft in a sum of money exceeding that amount - That in consideration thereof this Deft was willing to take the amount of ~~that~~ claim as far as 71.⁰⁰ in the hands of Murdaugh provided he would assume the same; that with this view, the Compt. Murdaugh, George Blow, and this Deft in company together arranged the business and the transfer was made, ~~and fully understood~~ ^{by Consent and full} ~~and fully understood~~ by all parties; in consequence thereof this Deft considered the S. George Blow discharged as to the 71 dollars.

This Deft further saith, that in regard to any exoneration of the apts^c claim on account of the Statute of Frauds as recited in the bill the Compt. should have pleaded the same in bar

of the action at law, if he expected to derive any benefit therefrom, but if he had, the same would have been unavailing, as not applying to the circumstances of this case. — As to the new arrangement with Mr Calvert & Mr Geo. Blow, spoken of by the Comptrolr, this could not effect, nor discharge the afo^e promise made by him to this Deft. — even if such ~~payment~~ had been made, which however this Deft doth not believe, and as to his making the promise as stated in the bill in consideration of such arrangement, to dismiss his suit he expressly denies. — The Deft further saith that the trial of the Cause in the Co. Ct of Boston was in due form and the jury not obtained by surprise, and that as he is advised, if the s^d Comptrolr had adduced the testimony spoken of respecting the payment made to Mr Calvert the same would have been irrelevant. —

The Deft denies all fraud &c and requests to be hence dismissed with his Costs &c.

By Bill for Deft

Soton Co. &c.

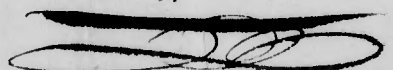
William Blow personally appeared before me a Justice of the Peace for the afo^e County and made oath, that the substance and matter of fact in the foregoing answer so far as they relate to his knowledge are true, and so far as they are derived from the information of others he believes them to be true.

Given under my hand this 10th day of Aug. 1803.

John Ughark J.P.

The Commonwealth of Virginia to Samuel Plumer
and Henry Briggs

Gentlemen justices, greeting know ye that we trusting
to your provident Circumspection in Diligently ex-
-mining Samuel Calvert Witnesses as well on behalf
of William Blac ~~Plumer~~ as on behalf of Josiah
Murdaugh ~~Plumer~~ Com^m and you to Call
and Cause to Come before you the witnesses afores^d
and Diligently examine when and where you shall
Appoint on the holy Evangelist of Almighty god and
their examination so taken into our Court of our said
County that send without delay enclosed returning
to us also this writ Witnesses Sam^l Kello Clerk
of our said Court at his Office the 30th day
of June 1804 and in the 28 year of the
Commonwealth

Sam^l Kello C


Murdaugh } Injia
To } Bone
Bone

Murdaugh

KNOW all men by these presents that we Josiah Murdaugh and _____ are held and firmly bound unto William Blow in the sum of ninety dollars to which payment well and truly to be made to said William Blow his heirs executors administrators or assigns we bind ourselves & each of us our & each of our heirs executors & administrators jointly and severally firmly by these presents Sealed with our seals and dated this 16 day of May 1803 & in the 27th year of the Commonwealth

The Condition of the above obligation is such that whereas the afd William Blow hath obtained a judgment at Common Law against the above bound Josiah Murdaugh for the sum of £ _____ and costs and the said Josiah Murdaugh hath obtained an injunction to stay the execution of said judgement until the matter in equity, upon a bill for that purpose filed can be heard, if therefore the said Josiah Murdaugh shall satisfy and pay the said judgement at common law & all costs & damages that shall be awarded to the said William Blow in case the said injunction shall be dissolved then the above obligation to be void or else to remain in full force & virtue.

Sealed & delivered
in presence of

Josiah Murdaugh

James Douglas Seal

Benjamin Johnston

Gershom Galusha

*Injunction
Bond*

Know all men by these presents that we Josiah Mordaugh
and Jphe Browne ——— are here and firmly bound
unto William Blais the sum of one hundred fifty
dollars to which payment well and truly to be made to the said
Wm Blais ——— his heirs executors administrators or
assigns, we bind ourselves and each of us, our and each of our heirs
executors and Administrators jointly and severally firmly by
these presents sealed with our seals and dated this 18 day
of June 1808 and in the 29th year of the Commonwealth

The condition of this obligation is such that
whereas the aforesaid ~~Josiah Mordaugh~~ ^{Wm Blais} hath obtained
a Judgment at Common Law against the above bound
Josiah Mordaugh for the sum of twenty one pounds
and costs and the said Josiah Mordaugh hath obtained
a bill of review
~~and injunction~~ to stay the execution of the said Judgment
the matter in equity upon a bill for that purpose filed can
be heard if therefore the said Josiah Mordaugh
shall satisfy and pay the said Judgment at Common Law
and all costs and Damages that shall be awarded to
the said Wm Blais ——— in case the said Judgment
shall be dissolved. Then this obligation to be void or
else to remain in full force and virtue

Sealed and delivered
In presence of — }
Jana Kellen

Josiah Mordaugh
Browne (read)