

1826-010

SOUTHAMPTON COUNTY
CHANCERY PAPERS

MURFEE

VS.

WEBB

10/1826

other SURNames: Magett

Murfee

n { Bill of Inj'n
Webb

Mason

August 21st 1896 Inj. awarded

Southampton County To wit. This day Union Men
appeared before me, and made oaths that the
within bill contains the truth. Given under
my hand, as a justice of the peace for the
County aforesaid. this 21.st day of August 1826.

Leffiah Darnall

To the most honorable the County Court of Southampton sitting in
Chancery sitting: Humbly complaining sheweth unto your
worships, your Orator Simon Musfee, that in the year 1826,
he purchased of one Mr. Webb, a horse, at the price of
\$80. of which part was paid in money, (as the whole words
have been put for some difficulty in procuring change)
and your Orator's bond given for the sum of \$36.^{as received} dated on
the day of - that the said Webb sold him for
a sound price, as a sound horse, and warranted him
such. That confiding in the assurances and warranty of
the said Webb, your Orator very soon after he purchased
the horse, transferred him to one Nicholas Magett, he, also
warranting him to be sound - that the horse proves
to be unsound, and a habitual windcutter, as termed
by farmers, which is a permanent disease, and detracts
greatly from his value - Your Orator further states, that
the said Webb, altho' he must well know that a fraud
has been thus practiced on your Orator, has instituted
suit on the said bond, on which judgment will be
rendered at law, as he is advised, he cannot be
admitted there to make his defence, ^{as which rule appears by an attested copy thereof} and your Orator
without the aid of this Court, may be compelled to pay
the whole price of the horse as sound, and also to com-
pensate the said Magett, for an injury to the horse
of which he was ignorant, which existed as he believes
and charges, before the said Webb parted with him,
and which was not revealed to him. He tender
consideration whereof and for as much as y^e. Court is
wholly remedied at law, and only receivable in this
Court, where such matters are peculiarly cognizable

To the end, that the said Mr. Webb may be made Defat
hereto, and compelled to answer the allegations herof
fully and unceasingly, and in the meantime he may be
injoined, and restrained, from further proceedings on the
said judgment: he may the Com^{rs} writ of Habeas Corpus
= tion directed in commanding L. that the said Webb
may be decreed to compensate your Com^{rs} for the injury
to the said home: and that you will grant him such
other and gent. relief as may be consistent with Equity,
and the nature of his case. And as in duty bound
we will ever pray &c.

475

Mbb

odi: 3 amica

unfu

Oct. 16th 1876 am. Lila

Allen a prof

To the justices of the County Court of
Ampton in Chancery sitting. The answer
of William Webb to a bill of complaint
(in injunction) exhibited against him in the
County Court of South Ampton by Simon Murphy.
This response it now and at all times being
serving and reserving to himself all and
every manner of benefit and advantage of
exception to the errors and imperfections
in the complainant's bill contained.
for answer thereto, or unto so
much thereof as he is advised it is materi-
al for him to answer. says that it is true
that in the month of December 1825 he
sold to the said Simon Murphy ~~for~~ a
horse about 3 or 4 years of age, for which
the said Murphy ~~paid~~ agreed to pay some
respondent eighty dollars. That ~~in discharge~~
the said Murphy paid in part of the said
settle a horse in security for the sum of \$
and gave his horse for the balance. Now
respondent has recovered a judgment against Murphy
or charges in his bill and cannot discover any
portion in his being kept out of the amount.
Now respondent denies that he committed any fraud
upon Murphy in the sale of the horse and says
that at the time he sold the horse he was as far
as this world knows a sound horse. He did have
some fears that he might run away and he
therefore cautioned Murphy to run him carefully
as he was young. He shortly thereafter saw
Murphy the owner of whom he learned that
Murphy had swapped the afore said horse with one
slight. That Murphy said he had made a good
trade with slight and that both he and slight
were pleased with the horse sold by this respondent.

This defendant sometime probably about three months after the contract between him and ~~the~~ ^{the} plaintiff, the complaint stated that the defendant had said the horse was "a greentw" that he was satisfied with him and that this defendant must have it to persons to settle - to which this defendant replied that he would leave it to no person but that if the plaintiff desired did not like the horse, he would take him back and was perfectly willing to do so, but it is true that the plaintiff had made a swap with the defendant much to his advantage, ~~was~~ ^{was} unwilling that the contract should be cancelled - He got in trade with the plaintiff ten dollars and a mare for which he now asks one hundred and fifty dollars - the plaintiff has not been compelled to make any compensation to the defendant except ten dollars, which the plaintiff took as a gift. He has allowed to the defendant in consequence of his being dissatisfied with the horse sold by this defendant to the plaintiff - He is now worth more money than the plaintiff gave for him even if he be a "greentw". He denies that the horse is in any way unsound and relies upon the plaintiff for proof - He has been lately told that if the horse could be returned to him he should have \$100 for him - if the horse is worth more than the sum for which your respondent sold him surely he ought not to make any deduction to the plaintiff.

Respectfully the Court to protect his interests & hopes that the injunction will be dissolved.

Wm. Webb.

Whose County J. P. This day appeared before the subscriber a justice for said County, Mr. Webb who made oath that the statement contained in the foregoing answer is true so far as the same depends upon his own knowledge and that so far as it depends upon the knowledge of others he believes it to be true, given under my hand this 2^d of October 1826.

Chas. Whinn J. P.

Wm. H. Webb

James G. Thompson

Wm. H. Webb

Manfred
J. J. P. D. S.

W. H. Webb

80

36

Know all men by these presents that We Simon Murfee & Jacob
Lardon & Saml Story — are held and firmly bound unto
William Webb

in the just & full sum of Seventy Two dollars
the payment whereof well and truly to be made we bind ourselves
and each of our heirs Executors jointly & severally firmly by
these presents sealed with our Seals & dated this 18 day
of Sept 1826

The condition of the above obligation
is such that whereas the above bound Simon Murfee hath obtained
from the worshipful Court of Southampton at August Court
last an injunction to stay all further proceedings on a Judgment
at Common Law obtained against the above bound Simon Murfee
by William Webb now if the said Simon Murfee shall
well and truly pay and satisfy the Judgment aforesaid
of the said Court and all such Costs as shall be
awarded against him the said Murfee by the said Court
and all such Damages as shall be incurred by him
in Case the injunction aforesaid shall be dissolved
then the above obligation to be void & else to
remain in full force & virtue

Witness
Attest
Wm Webb

Simon Murfee
Jacob Lardon
Saml Story Seal