1830-42 SOUTHAMPTON COUNTY CHANCERY PAPERS

EDWARDS et al VS. EDWARDS' ADMINISTRATOR etal

3/1830

other surnames: Moore, Darden, Lawrence, Massenburg, Murfee, Holland

The answer of John Moore as admr of Wm Edwards dec.d and of the said John & Delilah his wife to the foregoing Bill of complaint. These Defendants, saving &c for answer to the said Bill &c. these Defendants saving &c. for ~~answer to the said~~ say that they admit the allegations of the ~~s~~ plaffs bill, and having ~~answered~~, no objection to the prayer thereof & having answered pray &c.

2.
Edwards et al.
vs
Bill &c.
Edwards &c

Mason

To the worshipful the County Court of Southampton sitting in Chancery. Humbly complaining, shew unto your worships, your Compltˢ, Gray Edward, Priscilla Edward, and Scott Edward, Martha Edward, Randolph Edward and Gillian Edward who are ~~Infants~~ by the said Gray Edward, and Tyler Edward and Tempe Edward. That William Edward late of this County died intestate in the year and admr. on his estate was granted to John Moore, who intermarried with Delilah, daughter of the said Wm that the heirs and distributees of the said Wm Edward were, his children, the said Gray, Priscilla, Scott, Martha Randolph, Gillian, Tempe, Delilah, and Washington Edward, an infant, who has since died of tender years - that your Compltˢ have reason to believe that the said John Moore hath discharged the said decedents debts, and no necessity exist to retain the estate in his hands - that they have been anxious to have an acct. of the assets which have come to his hands, and the payment of the balance due. But such acct. cannot be compelled without the aid of this Court sitting in equity. In tender consideration, whereof, & inasmuch as yr. Compltˢ are remediless at Law, To the end that the sd John Moore as admr. of Wm Edward dec.d and the said John & Delilah his wife may be made defdts & compelled to account for the assets &c they pray the Commˢˢ mit of Sfa &c &c. that your worships will ~~pay~~ decree to the payment of such balance as may be due on the settlement of the Defdts admr. acct. & grant your Compltˢ such other and genl. relief as may be consistent with equity & good conscience &c as in duty bound, they will pray &c -

Edwards Exr

vs Exr Cleared

Edwards Exr

1828 January dismd on
pltfs by Counsel Cpt

Southampton County January Court 1828

Gray Edwards, Priscilla Edwards, Newell Edwards, Randolph Edwards
Martha H Edwards and William Edwards who are infants by the said
Gray Edwards their next friend. . . Plaintiffs } In Chancery

against

John Moore as administrator of William Edwards dec'd
and the said Moore & Delilah his wife in right of the said
Delilah & Tyler Edwards and Temple his wife. . . Defendants

This day this cause was docketed by consent of parties and came
on to be heard upon the bill and answer and was argued by
Counsel On consideration whereof the Court doth order that the de-
fendant John Moore do render an account of his administration of
his intestates estate before Master Commissioner Cobb, who is directed to
examine State and settle the same and make report thereof to Court
with any matters specially stated deemed pertinent by himself or
which he may be requested by any of the parties to State—

Edward et al.

" 3 Deeds.

Edward L

Edwards &c.

vs

Edwards &c. In Ch'y.

This cause this day came on for a final hearing. The report made to this Court by Master Commr. Cobb in this cause, of the accounts and transactions of John Moore as admr. of William Edwards dec'd having been returned more than two months, and no exception being taken to the same, & the Court seeing no error therein the Court doth adjudge, order and decree, that the same be confirmed, and that in pursuance thereof, the Defdt John Moore do pay to the pltff Fray Edwards the sum of one hundred seventy six dolls 42/100 with Int. from the 25th Dec. 1828, till p'd deducting the sum of two dolls 77/100 his part of Costs paid, that the Defdt pay to the pltffs, Priscilla Stewart, Randolph, Martha H. Gillian, & the admr. of Washington Edwards dec'd each the sum of $ 216.42. with Int. from the 25th Dec. 1828, till paid, deducting from each share the said sum of $ 2.77 as their respective proportion of the costs expended by the said admr. in their behalf — upon their giving bond, refunding bond, as the Law directs — and that the Defdts Lydia Edwards & Temple Edwards pay to the pltffs and to the Defdt Moore & wife, each the sum of $ 12.40 with Interest thereon from the 25th Dec. 1828 till paid — and that the parties each pay their equal portions of the costs in their behalf —

filed March 1830.

1830. March 16th Recd of John Moore,
admr of Wm Edwards dec'd the bond execu-
ted by Ichabod Johnson and his securities,
to the Comm'r within mentioned, agreably
to the within order — Richd H. Baker

Witness.

J. J. Mason

Tyler Edwards and wife, and Others, &c

vs

John Moore, Admr &c. } Inchy.

On motion of the pltffs. Tyler Edwards and wife, the Court doth order, that the Defat John Moore, who was Admr. of Wm Edwards dec'd. in whose hands, a bond executed by Jehabod Johnson, Jordan Edwards, and Tarleton Scott to James D. Mapenburg, Alfred Dawdy and Simon Murfee Commrs for the sale of the real estate of the said Wm Edwards dec'd, for ~~the sum of two~~ hundred and thirty four dollars 80/100 due the 23d day of Janry. 1879. was deposited by the order of this Court. do surrender the said bond to Richard H. Baker esq. Attorney for the said Tyler Edwards dec'd— this Court being of opinion, that the sales of the real estate, descended to the wife of the said Tyler Edwards, are not liable to the payment of the indivi-dual debt due from the said Tyler, to the Admr. or distributees of the aforesaid Wm Edwards dec'd—

John Moore adm.
William Edwards

Comrs. Report

Returned Feby 16th 1829

1829 April final decree as files by Counsel &c.

1830 March. decree as filed &c.

Southampton County January Court 1828

Gray Edwards, Priscilla Edwards, and Newit Edwards, Martha H. Edwards, Randolph Edwards, and Gilliam Edwards who are infants by the said Gray Edwards their next friend – Plaintiffs

against

John Moore as admr of William Edwards dec'd and the said John Moore and Delilah his wife, in right of the said Delilah and Tyler Edwards and Tempy his wife Defendants

This day this cause was docketed by consent of parties and and came on to be heard upon the bill and answer, and was argued by Counsel, On consideration whereof the court order that the defendant John Moore do render an account of his administration of his intestates estate before master Commissioner Cobb, who is directed to examine state and settle the same, and make report thereof to Court, with any matter specially stated deemed pertenent by himself, or which he may be required by any of the parties to state

A Copy Teste L.M. Edwards D.C.

Comrs Office august 19th 1828

In pursuance of the above order, the comr. issued legal notice to attend this day at his office, when John Moore admr &c Wm E. Lawrence & William Lawrence Guardn &c attended with John Y Mason Esqr. their attorney, and Richd H Baker Esqr. as Counsel for Tyler Edwards. Sundry witness were examined and affidavits taken in relation to a bond which the admr found in the house of his intestate, executed by Tyler Edwards to the said intestate for three Hundred dollars which with sundry other bonds were stolen out of the house of the said admr. the door of the said dwelling House having been broke open in the absence of the said admr and his family and a trunk containing said bond, and all his papers were taken; no discovery of which has been made all the bonds recollected with the exception of the aforesaid bond against Tyler Edwards has been renewed; it is contended by the Counsel for the said Tyler, that although there might have been such a bond, yet from various circumstances it was not justly due to the intestate

and upon this point the aforesaid evidence was princi pally taken:- no objection having been made to any other exibit, the Comrs has therefore made up the following account. This examenation was contenied to the 2nd day of the Setember Court following, but the partees ~~working~~ at whose instance it was contenued did not attend and no further evidence was offered

The estate of William Edwards decd
In account with John Moore admr

1827 Decr	24	By Cash recd of Newsom Holland	" "	403	00
		" " found in the house	" "	10	00
		" " of E. Edwards	" "	9	00
		" " W. Doyle	" "	7	75
		" " W. Joyner	" "	3	50
		" Wm Williams bond	" "	1	00
		" James D Mosenburg's do	" "	21	00
		" Matthew Joyners do	" "	5	00
		" Cash of Sundry persons	" "	5	00
		To Comrs on $475.25		23	76
"	27	" paid Lemon Murfee acct of Rect		18	81
		" my acct retained for attending to the plantation & Crops 5 months		25	00
		" paid Jacob Beal acct of Rect		4	25
		" " S. Rutting "			25
1828		" " John G Mason attorney "		30	00
Jany	8	" " Lemon Murfee Comr		20	00
		" " Alfred Darden		20	00
		" " Clerks lectets		1	02
		" " preaching Jeneral		2	00
		" " John Moore Chain Carrier		1	00
		" " J. D Mosenburg Comr		17	00
		" " Lewis & Traywick (Cyer)		4	00
March	23	" " Roch Hunter		6	00
		" " Josiah Murdaugh		7	25
		" " A. Edwards appraiser		3	00
		Cand forward	$	183	34
				475	25

1828		Amount brought forward		183	34
March		To paid W. Judkins acct of Rect		1	25
		" " W. C. Lawrence "	"	3	30
		" " James Moore appraiser	"	1	50
		" " ditto account	"		38
		" " Gro. Camp for Coffin	"	2	00
		" " J. Johnson appraiser	"	1	50
		" " Surveyors account	"	6	00
Augt		" " Lewis & Traywick		6	00
		" " Wm Lawrence appraiser		3	00
		" " Clerks lectets		6	81
				215	26
Decr	25	By amount Sales due this day	"	"	1422 53
		To Comrs on ditto		71	12
		Balance due the estate		1611	40
				1897	78
		By balance brought down	"	"	1611 40
		By Tyler Edwards bond found in the House			300 00
		" ditto account			28 00
		" Gray Edwards do			40 00
		" Jno Moore for 4 yrs Rent a $20 Pyr			80 00
		Washing Edwards proportion 1/9		228 82 2/9	2059 40
		To Jno. Moores proportion say 1/9		228 82 2/9	
		" Tyler Edwards do		228 82 2/9	
		" Gray Edwards do		228 82 2/9	
		" Priscilla Edwards do		228 82 2/9	
		" Newit Edwards do		228 82 2/9	
		" Randolph Edwards do		228 82 2/9	
		" Martha H Edwards do		228 82 2/9	
		" Gilliam Edwards do		228 82 2/9	2059 40

Tyler Edwards in account with the estate

To your bond due the estate	"	"	300	00
" account do	"	"	28	00
			328	00
By your proportion of the estate	"	"	228	82
To balance due the estate		$	99	18

1828 Gray Edwards, in account with the estate

By your proportion of the estate	"	"	228 82
To amount your account	40 00		
" your proportion of bal. due from Tyler Edwards	12 40		52 40
Dec 25 By balance due Gray Edwards			176 42

Priscilla Edwards in acct with the estate

By your proportion of the estate	"	"	228 82
To your part due from Tyler Edwards off	"		12 40
By balance due Priscilla Edwards			216 42

Nevit Edwards, Randolph Edwards, Martha H Edwards, Gilliam Edwards and Washington Edwards $ 216 42 each.

Note

Tyler Edwards not being an inhabitant of this commonwealth and is also supposed to be insolvent, and as the admr. is charged with the amount of his Bond and account in order to ascertain the whole amount due, the Comr. has therefore charged each distributee with his proportion of said balance say 1/8 of $99.18 which is $12.40 a share to be deducted from their proportion which gives the balance as above stated

A list of Bonds due the estate found in the House and are not collected

Thomas C. Jones due Novr 1827	12 00
Thomas Joyner $7.00 Allen Beal $1.00	8 00
Benja Beal $13.26 Allen Bradshaw 62¢	13 88
Eaton Joiner $7.25 Silas Vick $6.37	13 62
all due at the same time	
Amount total	$ 47 50

Respectfully submitted to the Court

To attorney fee	$10.00	Jesse Cobb Comr
Comrs. fee 38 Hours	$19.00	
8 Wit. Sumd. by Shff	1.68	
Wit attendance	4.24	
9	$24.92	2.77

Edwards &c
vs
Moore admr &c

The affidavit of Britton Edwards of lawful age who being, duly sworn, saith that the following property to wit, 1 Bed, Cow and calf, ewe and lamb, and pine chest, was levied by the Shff to satisfy an execution, and that William Edwards the intestate, furnished his affiant with the money say twenty eight dollars to purchase the said articles

Question by mr Baker Counsel for Tyler Edwards - did you understand the money given you by Wm Edwards to purchase the above property as a loan or a present

Ans. I understood it to be a loan

Questn by mr. Mason Counsel for the plffs and the admr did not you reserve the title in the above property in yourself

Ans. I did & further saith not

Britton his + Edward mark

Alfred Darden of lawful age, saith, that he was present with Jacob Darden, and James Edwards, who made an examination of desk and papers of William Edwards dec'd a few days after his death, and found a bundle of bonds due the intestate on demand, among which, there was one against Tyler Edwards for somewhere about three hundred dollars, but dont recollect its date

Questn by mr mason, did there appear to be any erasure or credit on that bond. -

Ans. There did not

Questn by the same, do you know anything about the defendants house having been broke open after the examination above attended to

Ans. I understood that the house was broke open, some short time afterwards, and that papers were taken therefrom and among others this bond against Tyler Edwards and this affiant objected the admr in renewing the bond so lost

Questn by mr Baker, Did you ever see Tyler Edwards write

Ans. I never have seen him write

Alfred Darden

William Lawrence of Lawful age, saith,

Quest[n] by Mr mason, did you see Tyler Edwards bond among the papers of the intestate,

Ans[r] I was one of the appraisers and after we had appraised the rest of the property, the defendant brought out a trunk which I opened and took out a bundle of bonds, and listed them and among them was a bond against Tyler Edwards for three hundred dollars, and from what he thought and could judge of the signature, it was in the hand writing of Tyler Edwards –

Quest[n] by Mr. Baker, Have you frequently seen Tyler Edwards write. –

Ans[r] I have often seen him write and from my knowledge of his handwriting, I was induced to think it his signature

William Lawrence

John Moore the defendant & admr saith that on the subsequent Sunday after the sale of the property of his intestate which sale took place on Thursday the 2nd day of October, himself and his family left home, and that on their return, he found his house broke open and a Trunk which contained the appraisement of his intestates estate and sundry bonds and other papers belonging thereto, and among them the bond alluded to of Tyler Edwards had been stolen, and that he has never been able to recover or hear of them since

John Moore

James Dmasfenburg of Lawful age, saith that the defendant came to his house the morning after he stated his house had been broke open, and stated that he had been working the whole night, in order to make some discovery of the bonds and other things stolen

Quest[n] by Mr Mason, What is Mr Moores standing in his neighbourhood as to integrity

Ans[r] Mr Moore has borne an unstainable character in his neighbourhood, and I think would be incapable of purloining or destroying any paper by which his interest might be promoted

Question by the same, did you hear Tyler Edwards admit he had executed a bond to William Edwards the intestate for three hundred dollars, or thereabouts

Ans[r] I frequently heard Tyler Edwards admit he had executed a bond to Wm Edwards for a considerable amount, and also heard him say it had been paid, and could establish it by the evidence of Wells Murfee, Nevison Holland & others

J. D. Mossenburg

Jordan Edwards of Lawful age saith, about Jany 1823 he was in company with Tyler Edwards, and Wm Edwards when a contract for a piece of land was agreed upon to wit, Tyler Edwards sold to William Edwards a tract land for the sum of seven hundred and fifty dollars, that he this affiant understood by the parties that Tyler Edwards was in debt to him the said Wm Edwards, and that so far, a discount was to be made and the balance to be paid to the said Tyler, and this affiant knows nothing of any subsequent transactions between the parties

Jordan Edwards

Wells Murfee, who being sworn saith that about the fall or winter of 1823 he had a conversation with Wm Edwards upon the subject of a supposed trade of land between Tyler Edwards and Nevison Holland, this affiant thinks he understood Mr Edwards to say, (yet he would not be positive whether it was him or some other person), that he the said Edwards held an incumberance on the land of Tyler Edwards for a certain amount, which this affiant thinks about three hundred dollars, Wm Edwards expressed some unwillingness at first, that this exchange of land, should take place, but after some conversation, and this affiant recommending to him to agree, he finally observed, he should not interfere, that if they chose to do so,

they might make the trade, this affiant thinks the trade was finally made and did take place in the course of the winter aforesaid.

Quest^n by mr. Baker, do you know any thing of the origin of this debt due from Tyler Edwards to Wm Edward or its amount—

Ans^r. Tyler Edwards purchased some years ago a tract of land of Rich^d Munsee, and executed a deed in trust to said Munsee for the purchase money, believed to be about three hundred dollars, that about the conclusion of the year 1822, or the first of the year 1823 the said land was advertised to be sold; that on the day the land was to have been sold, Wm Edwards as this affiant was informed, paid the debt, this affeant was present, and see money counted, but cannot speak with any certainty as to the amount

Wells Munsee

Nevison Holland of Lawful age, saith some time previous to February 1823 Tyler Edwards and himself made an exchange of Lands, and that this affiant was to pay the said Edwards (as the difference) three hundred dollars, that at the above mentioned time, this Land transfered by said Edwards to this affiant was advertised to be sold for Rich^d Munsees benefit, to release which he borrowed of William Edwards three hundred dollars, and paid it over to Rich^d munsee in discharge of the debt aforesaid, in exchage of Land with the said Tyler Edwards, this affiant executed his bond to the said William Edwards for the sum borrowed as aforesaid, and has paid it since his death to his administrator

Nevison Holland

Samuel Daughtrey of lawful age, saith, that previously to the day appointed for the sale of the Land under a deed in trust for the benefit of Richard Munsee, from Tyler Edwards, this affiant prepared deeds for the parties, which were executed, and that Nevison Holland paid the sum of three hundred dollars to Rich^d munsee in discharge of the said deed in trust, which this affiant thinks was on the 11th Feby 1823

Samuel Daughtrey

The above are copies of the affedavits with some slight corrections; they being taken in haste.

Lud^k Cobb Com^r