

1845-001 SOUTHAMPTON COUNTY
CHANCERY PAPERS

BARRETT'S ADMINISTRATOR VS. LILES et al

N.B. Several sheets pasted together + folded.

other SURNAMES: Liles, Barnes + Company,
Boon, Barnes Phillips, Pope, Cowper,
Boykin, Hill

21
Darrill's adm:

v } Papers -

Liles 80

1845 May - Decem.

Diffs. Costs

clerk	\$ 11.35
Shff	4.50
Printer	5.00
Law	85.00
L & P. Fee	17.41
	<u>\$122.26</u>

Liles
Diffs. Costs -

clerk	\$ 5.91
Law	16.66
	<u>\$22.57</u>

Barretts adm:

v. { Statement.

Liles &c

James Mager admor: with the will annexed of John Barrett dec?
against

Joseph T. Giles, Nicholas Boon & William L. Everett Sheriff & Committee of the Estates
of Simon Barnes & James Phillips -

1843. Nov. 4th. Injunction awarded. Terms of Injor complied with.

" 18. Subp^a of Injor: $\mathcal{L}$ issued. Returnable to December Rules.

Dec. Rules. Subp^a Ret^d executed on Giles & Everett $\mathcal{L}$ $\mathcal{L}$.

1844, Jan'y. " Order Pub: to Dft. Boon

" Feby " Cause set for hearing as to Dft. Everett $\mathcal{L}$ $\mathcal{L}$ - answer of Giles

" Mar. " Answer of Dft. Giles Gen. Rep: $\mathcal{L}$ -

" May 1. Decree for Settlement of partnership accounts -

" Aug 31. Gen. Com^{rs} issued to $\mathcal{L}$ to take depositions

" Nov 5. Continued -

1845 May. Injor dissolved as to $\mathcal{L}$ 3,000 with Interest from Nov: 1/1844.

X
James Maye adm.
with the will annexed
of John Banister

vs. 3 Biles.

Length 7 Lines & 10 Lines

(1)

To The Honorable Richard H Boker Judge of
The Circuit Superior Court of Law and
Chancery for the County of Southampton
shewing complaining sheweth to your Honor
your complainant James Maple admr. with
the will annexed of John Barnes late of this
county now dead, that on or about the 6th of
April 1837 Joseph T Liles, Simon Barnes,
Nicholas Boone and the said John Barnes entered
into and formed a copartnership to carry on mer-
cantile business under the firm and style of
Liles Barnes & Co. in the town of Merpurchamp
in the State of North Carolina, where the said
Joseph T Liles then resided. By the terms of
the copartnership the said Liles was to furnish
one third of the capital, to be interested in one
third of the profits and liable for one third
of the losses, whilst each of the other partners
was to furnish one third of the remaining
capital and to be respectively interested in one third
of two thirds of the profits and in the same
proportions liable for the losses. Articles of copart-
nership were executed by all the parties. This
document has recently been misplaced; it is expected
however that it will be found and if so it will
be hereafter filed as an exhibit with this bill and
as a part thereof. Previous to that time the said

Joseph T Liles and one James L Phillips had been partners, carrying on mercantile business in the same town under the firm of Phillips & Liles, but the said Phillips was then dead and the business was conducted by the said Liles as surviving partner of the said Phillips & ~~Phillips~~ Liles. It was agreed that the new firm should purchase of the said Liles as surviving partner of the said the stock of the late firm, and that for the amount the said Barnes, Boon and Barneet should give their notes payable in six installments of 12. 18. 24. 30. 36. & 42 months, carrying interest from the 6th of April 1838 and that the said Liles should execute his notes to the said Barnes, Boon and Barneet for his one third of the said purchase payable in six equal installments corresponding with the notes to be given by them. Pursuant to this agreement the said Joseph T Liles as surviving partner of Phillips and Liles sold and transferred to the said Barnes, Boon and Barneet the said stock amounting to the sum of \$5715.64 as will fully appear by the bill of sale executed by the said Liles as surviving partner of the said dated April 6. 1837 and filed herewith as a part of this bill. At the same time the said Barnes, Boon and Barneet executed their six obligations all dated April 6. 1837, two of which were for \$952.60 and four for \$952.61 payable at 12. 18. 24

30. 36 & 42 months respectively with interest from the 6th of April 1838 till paid. These obligations, however, instead of being made payable to the said Joseph T Liles as surviving partner were made payable to Phillips and Liles, although the said Phillips had then been dead for some time. Simultaneously and as a part of the same transaction the said Liles executed his obligations to the said Barnes, Boon and Barneet all dated on the same 6th of April 1837, three for \$317.53 and three for \$317.54, all carrying interest from the 6th of April 1838 and payable respectively in 12. 18. 24. 30. 36. & 42 months. These bonds as well as the bonds executed by the said Barnes, Boon and Barneet are filed in a suit now pending in this court on its common law side in favor of the said Joseph T Liles against this complainant as administrator of the will annexed of John Barneet deceased, which suit will be more particularly referred to hereafter.

At the time the said copartnership of Liles Barnes &c. was formed, the said Liles was living in the said town of Murphy's borough, the said Boon and Barnes in the County of Northampton in the State of North Carolina and the said Barneet in the County of Southampton aforesaid. The said Barnes, Boon and Barneet were respectively farmers and the said Liles was a merchant, and it was a part of the

4) agreement that the said dies should be the active and managing partner of the business. The store was carried on by him under the firm of said until some time in the year 1837 when he sold out the entire stock and by his bad management produced a total loss to the firm of all the original stock as well as a large amount. The failure of this complement had caused to the firm. Your complement charges that the said Joseph Dies has never rendered to his copartners any account whatever of the copartnership affairs, and that with a view of obtaining an unjust advantage over the estate of his copartner the late John Barnes, he has instituted a suit in this court on its law side in his favor as surviving partner of Phillips & Dies against this complement as the admr. with the will annexed of John Barnes to recover the amount of the said 14 bonds, amounting as stated before to the sum of \$5715.64 with interest from April 6. 1837 till paid, although he well knows and as this complement charges the fact to be, that he is indebted to his said copartners in a larger sum than the amount he seeks to recover, and that if the copartnership accounts were properly adjusted and settled, instead of his being a creditor of the said Barnes, Born and Barnes he would be in their debt. A copy of the record of the said suit embracing

copies of the six notes executed by the said Barney Boon and Barbee as well as the six bonds executed by him to them will be filed with this bill as an exhibit, so soon as the Clerk of this Court can have leisure to attend to the same.

The said Liles by his counsel has agreed that the said six bonds executed by him to Barnes, Boon and Barbee shall be received as legal offsets to the said six bonds executed by them and sued upon as aforesaid, as will appear by the document marked A filed herewith as a part of this bill; but he refuses to consent to stay proceedings until the copartnership accounts can be settled, and to permit the balance that he may be found indebted to his copartners to be taken in offset to the said bonds - all which is contrary to equity and fair dealing; and this balance although a just and equitable offset to the said bonds this complainant is apprehensive he cannot legally offset in consequence of the said accounts not having been finally adjusted. This complainant has already stated that although the said six bonds were made payable to Phillips & Liles yet that the said Phillips was then dead, and he is advised that the legal effect of the said bonds was nothing more than a bond executed to the

Liles trading under the firm and style of Phillips and Liles, or a bond executed to him as surviving partner of Phillips & Liles, and this complainant now expressly charges that the said Liles has retitled the transactions of the firm of Phillips & Liles with the persons entitled to the estate of the said Phillips and that Liles thereupon became the exclusive owner of the said six bonds, so that the estate of the said Phillips has no interest whatever in the said bonds.

Your complainant further charges that the said John Barnes departed this life in September 1842, having previously made and published his last will and testament which was subsequently admitted to probate in the County Court of Southampton, by which Court admitted the will annexed on his estate was duly granted to this complainant, as will appear by the certificate of the Clerk filed herewith as a part of this bill. Simms Barnes died in the County of Northampton, in the State of North Carolina, about four months since. The estates of the said Simms Barnes and James S. Phillips, have been committed to the hands of William L. Crumie the Sheriff of the County of Southampton for administration by this Honorable Court, as will appear by the certificate of the Clerk to be filed with

this bill. The said Nicholas Boone continues to reside in the County of Southampton, in the State of North Carolina, and of course is a non resident of this Commonwealth.

Your complainant further charges that on the 30th of August 1843 an agreement was entered into between him as adm^r. of the estate of John Barnes and the said Joseph S. Liles and Nicholas Boone, by which they appointed and authorized Mr. James Hice of Murfreesboro, in North Carolina, who has been a clerk in the store of Liles Barnes & Co. during the whole time of its continuance, to take charge of and obtain all the books and papers belonging to said firm then in the hands of Nicholas Boone, to adjust the said accounts, to ascertain the state of each member's account in relation to said firm, state the balances due to or from each individual member, make a stated account and hold the same subject to the control of all or any one of the parties interested, as will appear by document marked B filed herewith as a part of this bill. By this arrangement your complainant expected to have had the accounts of the copartnership of Liles Barnes & Co. fully settled and stated previous to this time and the balance due by the said Liles to each of his copartners exactly ascertained; but in consequence of the indisposi-

8) Town of Mr. Hill he has not been able to settle
the said accounts; he however expects to do so
shortly, and when done your complainant
will file the account stated by him as an
exhibit with this bill. From the information
this complainant has received from the said
Hill, who has the books of the firm now
in his possession, he is confident and charges
that such will be the result, that the said
debt will owe to the said firm an amount
so large, that instead of his being indebted to
any thing on account of the bonds sued
on as aforesaid, he will be found indebted
to his copartners in so large a sum as not
only to offset the said bonds, but to bring
him in debt to them, and particularly to
the estate of this complainant's testator.

Your complainant further charges
that the said Nicholas Boon is totally insol-
vent; that the estate of Sumner Barnes is
considered insolvent, and that the said Joseph
L. Liles is much cramped in his pecuniary
affairs, and finding from the representations which
the said Liles has made to this complainant
he believes that he is also insolvent or nearly
so. Under such circumstances it is apparent
that the estate of the said John Barnes would
be likely to lose a large sum should a
judgment be had against his administrators

in the suit opened, and the money thereupon be paid to the said Liles.

To the end that ample justice may be done to the estate of the said John Barnes and to all the parties concerned, and as this complainant is without adequate relief save in a Court of Equity, where matters of this kind are cognizable, your complainant prays that the said Joseph J. Liles (who now lives in this country), the said Nicholas Boon who is a non resident of this Commonwealth and the said William L. Smith the Sheriff of this country and committee of the estate of Thomas Barnes and James J. Phillips may be made parties respondents to this bill and that due publication may be had as to the said J^r Nicholas Boon according to the Statute in such case made and provided; that the said respondents may respectively answer all and singular the allegations of this bill as specially as if here particularly impleaded to each of them; that the copartnership accounts of the said firm of Liles Barnes &c. may be adjusted and settled; that all proceedings in the suit in this Honorable Court on its common law side in favor of the said

Joseph T. Ellis as surviving partner of Plunkett &
Ellis against the complainant as admr. with
the will annexed of John Barrie dead
may be enjoined; That the balance due
on the said partnership accounts due by the
said Ellis to his copartners and particularly
to the estate of the said John Barrie
may be paid; That all other necessary
accounts may be adjusted, and that such
other and further relief as may be necessary
may be granted &c.

Jos. May Jr. Admr

Southampton County to wit.

James Magie (admr. with the will
annexed of John Barrie), appeared before
me and made oath that the facts
and statements set forth in the above
bill are true to the best of his belief
and knowledge. Given under my hand as
a Justice of the Peace for the County of
said this 3^d day of November 1843

James B. Hervey

An Injunction to stay all further proceedings
in the action at Law in the Bill referred to
is awarded according to the prayer of the Bill,
upon the defendants confessing judgment in
the said action at Law and executing a
release of errors: but the p^{ty} being, and
acting as exor. is not to be required to give
bond and security before the issuing of the
injon.^d

Rich. H. Baker

Nov. 4. '43

To the Clerk of S. C. Circuit
Court at N. C.

Answer of
Jos. T. Liles.

May 1st adms. & others
vs 3
Liles

1844 Feb 19th

To the Hon. R. H. Barker Judge of the Circuit
Sup. Ct. of Law & Chancery for Southampton County.

The answer of Joseph T. Liles to a Bill of
Complaint exhibited against himself and others
in this Court by James Wright admsr. with the
Will annexed of John Barrett Sec.

This Respondent answering unto himself
all and every exception to the many errors
and insufficiencies in the said Bill contained
for answer thereto, as far as he is advised it is
material for him to answer unto, says, he admits
the partnership alleged in the Bill, under the
terms contained in the articles filed in this
cause - That he admits the Co-partnership of
Phillips & Liles, and the sale and apportionment
made by him, as surviving partner, and
the execution and delivery to this defendant
of the six specialties by Barnes, Boon and
Barrett - he also admits that he executed
the six specialties mentioned in the Bill
also the institution of the suits on the special-
ties executed to Phillips and Liles, and the agreement
filed relative to offsets - Also that this defendant
had the management of the business, but claims
that he is entitled to a reasonable allowance
for his services - That the said partnership
continued for two years, and was then dissolved

by mutual consent, and Boon was appointed as alleged to settle up the accounts of the concern - That it is admitted the concern was not profitable, but this defendant denies that the losses were caused by his bad management. That the Books and papers of the concern have been fairly, and correctly kept, and have at all times been open to the inspection and examination of the other partners - This Respondent denies, that he has at any time, or in any manner wished to take, or taken any unjust advantage of his deceased partner Banitt, or against either of the other partners - It is true he has never rendered an account of the copartnership affairs to the other partners, because it was not his duty to do so, and because the books were transferred by consent to Boon, yet when in possession of this defendant they were at all times open to inspection, and no obstacle was thrown by him in the way, toward the making out of an account - That this suit was instituted on the side bonds, for the purpose of recovering the amounts due - subject to the offsets allowed, in and not for the purpose unjustly charged in the Bill, and it will be seen, that full credit was given for the bonds executed by this defendant to the other partners, and

that the Plaintiff consented that judgment should be rendered for the balance of said debts, and it was rendered accordingly at the November Term of this Court.

This defendant proceeds to state to your Honor that in February 1836 he qualified in the Court of Quarter Sessions of Hertford North Carolina as Guardian to the Children of Benj B. Camp dec. and executed a Guardian's bond in the penalty of \$16,000 with Wm B. Wise and A. Langston as his securities which bond was renewed ~~and A. Langston, A. W. Moore, and George Spier substituted~~ in Feb 1839, in pursuance of the Laws of North Carolina in such case made and provided. That he received the sum of \$5,800 belonging to his wards, the children of said Camp, and the same was invested by this defendant in the business of Phillips and Liles aforesaid - That the stock of goods on hand at the time of the said sale, after the death of Phillips, had been purchased by the money of his said wards, and not having sufficient other means of his own to secure or pay to them said amount, he considered it his duty to secure to them the payment of the amount due, as far as he had the power by appropriating for that purpose the amount derived from the sales of said goods, thus purchased by their means as aforesaid - That

This defendant accordingly laid by said specialties, and retained them for the express purpose of securing and paying to his said wards the amount due them as aforesaid, and that he always considered them as their property - that he did not make any assignment of them in writing, anterior to the institution of his suit, because he did not know that the Law required any such step on his part -

Your Respondent further states that on the 2^d day of August last after the institution of the suit on the six specialties aforesaid he transferred in writing, and as collateral security many claims, among others the bonds in controversy to Wm B. Wise, one of his ^{the others being insolvent} securities, in the Guardian's bonds aforesaid for the purpose, and under the express agreement that the proceeds should be applied towards paying the amount due by him to his wards as aforesaid, and he contends, that such transfer and assignment being bona fide, and for valuable consideration is legal and effectual against any claim either at Law or in Equity which can be set up by the plaintiff, or by either of the obligors in the bonds, and this Respondent submits that under the circumstances in this cause, a court of Equity has no jurisdiction of the matter in controversy, and that the

Bill should be dismissed for want of Jurisdiction

This Defendant however proceeding further to answer said Bill, says that suit has been instituted against his securities Wise and Langston to recover of them on the Guardian's bond the amount due by this Defendant to his said wards, and he submits that they his securities should be substituted to all the rights and privileges which would accrue to the children, were they claiming this property instead of his securities -

This Respondent denies, that as charged in the Bill, he owes to the said late partners, or either of them, an amount equal to the said specialties on which suit was instituted - or that he is indebted to them - That against his account due the late firm, as it appears on the Books, there are credits not entered, particularly a considerable sum due him for devoting his time exclusively to the management of the concern, while the other partners were attending to their own affairs - This Respondent further states, that although the Firm of Phillips and Liles, did not technically owe his said wards yet that under the circumstances a Court of Equity should regard the appts of such concern, as liable to pay such claims

in preference to any other debt that might be found due by this Respondent on his individual account - This Respondent denies that he is insolvent, as is erroneously charged in the Bill; and submits to your Honor if you shall be of opinion, that under all the circumstances of this case a Court of Equity has jurisdiction, whether or no, Wise and Langston his securities, deeply interested in the decision of this cause should not be made parties to this suit, and as it might turn out that they should be unable to pay the amount due on the Guardian's bond, whether or no his wards should not be made parties.

This Respondent having answered all the allegations of the Bill, to the best of his knowledge, information, and belief, and calling for strict proof of every thing not herein admitted, prays that the Injunction heretofore awarded in this cause, may be dissolved, and that he may be hence dismissed with his costs & *Geo. T. Liles*

This day personally appeared before me Geo. T. Liles and made oath that the statements in the above answer are true to the best of his knowledge and belief -

Given under my hand and seal this 19th day of February 1844

Geo. T. Liles

Dear

May term 1844

To be entered

R. H. B.

Barnes adm.

2.

debits &c.

This cause came on this day by consent of parties to be heard on the bill, answer of the defendant, and 7 debits, general explanation and exhibits, and by like consent the Court, not settling any of the principles of the cause, but reserving them for adjudication at the final hearing, do the adjourn and direct that James Hill of Mansfield, in the State of Maine, who is hereby appointed with the consent of all parties a special auditor, settle an account of the accountings of James Barnes & Co. in the proceedings hereinbefore; that he ascertain as far as he can all outstanding debts due by the said firm and then make an account; and that he make a statement showing the amount due to and from each of the parties a true representation of such as are due - all which he will report to the Court with such matters as he may deem pertinent to be specially stated or which either of the parties may require to be so stated.

Dec. 11 May 1848

To be entered

R. H. B.

Barnes adw.

27
dollar d. . . 3

This cause came on again to be heard on the papers previously read together with the report of the Commissioner made under the decree of May Term 1844 to which no exceptions have been taken. ~~and the court~~

~~and the court~~ Whereupon the Judge heard the de-
fendant that the plaintiff's interest is entitled
to an offset of \$2312.30 including interest to the
1st of November 1844 to the judgment in the
proceedings mentioned on account of the said dollar
portion of the amount due by the firm of
dollar Barnes & Co. to the estate of John Barnes
and Simon Barnes two of the said parties
after deducting the amt due by the said dollar
to the said firm and charging him with the
same, according to the statement marked Z
filed among the papers in this case, and
it being admitted by all the parties that the
amount due in the said judgment including
interest to the 1st of Nov. 1844 ~~is \$5312.30~~
is \$5312.30

and the same being argued by counsel the
court ^{in conference} doth advise and direct that the
original judgment awarded by this court to
the judgment in the proceedings mentioned be
depended as to the sum of \$3000 (the difference
between the said judgment amount as of w. and
to \$5312.30 and the said offset of \$2312.30)
with interest thereon from Nov. 1. 1844 till paid
and the case at law. and with the
consent of the plaintiff and the said dollar
this suit is dismissed without costs.

Darrells name

r } Dr. Sub

Giles &c

Copy posted at front door of the
House Jan'y 4. 1844
G.R.C

At Rules holden in the Clerks Office of the Circuit Superior Court of Law and
Chancery for the County of Southampton on the 1st day of January 1844.
James Mager administrator with the will annexed of John Barnes dec^d. Plff.
against

Joseph T Liles, Nicholas Doon & William D Everett Sheriff of Southampton } In Chancery
County and Committee of the estate of Simmons Barnes & James J Phillips Defts }

The defendant Nicholas Doon not having entered his appearance and given
security according to the Act of Assembly and the rules of this Court and it ap=
pearing by satisfactory evidence that he is not an inhabitant of this County, it is
ordered that the said defendant do appear here on the first day of the next
Term and answer the bill of the plaintiff and that a copy of this order be
forthwith inserted in some newspaper published in the Borough of Norfolk
for two months successively and posted at the front door of the Courthouse of this
County.

Attest
Copy Teste. L R Edwards ckl

Aug^r 20th 1849 I hereby
accept the services of
the within notice
J. J. Hiles

I have by acknowledge the service
of the within notice a copy
of which I have rec^d. this
20th Aug^r 1849

J. M. L. Esq. Clerk of the
Court
: to Comm^{rs}
: of the

I hereby acknowledge the service of
the within notice
N. Boon

Southampton Aug. 20th 1844

M^r. Joseph T. Liles & M^r. J. Smith shffs & com^{rs}
& Rich^d. Broom / Sir you will please take notice
that I shall on Monday the 2nd day of Sept.
next (it being Court day) at the Clerk's office
in the Town of Jackson Northampton County
N Carolina between the hours of eight o'clock
in the fore & six o'clock in the afternoon
and from day to day until the same is
completed proceed to take the deposition
of John & Boykin to be read in evidence
in the suit now depending in the Chancery
Superior Court for this county wherein I
as a dm^t. with the will annexed of John
Barrett am plff. and yourself and
others Defts.

Yours M^{ch}. (adm^r)

To injoin the defendant Siles his agents, attorneys & all others from further pro-
 ceedings in a suit at Law in the Circuit Superior Court of Law and Chancery for
 Southampton County between Joseph Siles surviving partner of ~~himself~~ James
 Phillips & Siles against James Elagot executor with the will annexed of John
 Barrett dec'd. until the further order of the Court. The said James Elagot as
 aforesaid having confessed judgment in the action at Law aforesaid and executed
 a release of all errors at Law in the said judgment and proceedings -

Teste. J. R. Edwards Clk.

60.16

Barrett's Exr

v. J. Siles & Siles.

Siles & Siles

1843 Quarter Rules

Executed on
 Joseph Siles and
 James Elagot

Richard Brown no inhabit.

James Elagot Exr. of
 John Barrett dec'd.

THE COMMONWEALTH OF VIRGINIA,

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

We command you that you summon *Joseph T Liles, Nicholas Roun. Wm L
Everett Sheriff of this County and Committee of the states of Summers Barnes &
James I Phillips*

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 *December*
next, to answer a Bill in Chancery exhibited against *them* in the said Court by

James Magot administrator with the will annexed of John Barrett dec^d

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 18th day of *November* 1843, in the
68th year of the Commonwealth.

L R Edwards

[One Copy to be delivered each Defendant.]

Aug^r 19th 1844 I hereby
accept the services of the
within notice
J^d J. Miles

I do hereby acknowledge the
service of the within a copy of
which has been delivered to me
Aug^t. 20th 1844

Mr. L. Everett take up
Committee

I hereby accept the service of the within
notice Aug^t. 22^d 1844 A. B. Brown

Southampton County Aug. 20/44

Mr. Joseph T. Sides, ^{Wm. & Eversh} sh. & Comm.
& Nick. Brown / Sirs you will please take notice
that I shall on the third Monday in Sept.
next (that being court day) at the office of
Wm. S. Shands Esq. in the Town of Jerusalem
in said county between the hours of 8 o'clock
in the fore and 6 o'clock in the afternoon &
from day to day until the same is completed
proceed to take the deposition of Benj.
& Dope to be read in evidence in the suit
now depending in the Chancery Superior
Court for this county wherein I as adm.
with the will annexed of John Barnett
dec. am p^lff. and you are defendant

Jos. Mayet. adm.

Barnett's adm.

& } Com:

Giles &c

The Commonwealth of Virginia: To any Two Justices of the Peace for
~~To~~ the County of Hertford State of North Carolina. Greeting:

Know ye that we trusting in your fidelity and provident circumspection
in diligently examining whatsoever witnesses on behalf of the plaintiff in a
suit in Chancery depending in our Circuit Superior Court of Law & Chancery
for the County of Southampton in which James Mager admor: with the mill
annexed of John Barrett is plaintiff and Joseph T. Siles, Nicholas Wood &
William L. Everett Sheriff of Southampton County & Committee of the estate of
Simmons Barnes & James S. Phillips are Defendants —

command you, or any two or more of you, that at such day and place as you
shall appoint, you assemble yourselves, and the witness is ~~as said~~ before you,
you call and cause to come, and diligently examine on the Holy Evangelist
of Almighty God, and their — examination into our said Court dis-
tinctly and plainly without delay you send and certify enclosed returning also
this writ. Witness, ^{Edw. R. Edwards} ~~James Rochelle~~, Clerk of our said Court, at the
Courthouse this 31st day of August 1844
in the 69th year of the Commonwealth.

J. R. Edwards *clerk*

Barrett's adm:

v. Bloom:

Liles ye

The Commonwealth of Virginia: To any two Justices of the Peace
For the County of Southampton State of North Carolina Greeting:

Know ye that we trusting in your fidelity and provident circumspection
in diligently examining whatsoever witnesses on behalf of the plaintiff in a suit in
Chancery depending in our Circuit Superior Court of Law and Chancery for the
County of Southampton in which James Mager admor. with the will annexed of
John Warrick is plaintiff and Joseph T Liles Nicholas Moore & William L Everett Sheriff
of Southampton County & Committee of the estate of Simmons Barnes & James I
Phillips are Defendants

command you, or any two or more of you, that at such day and place as you
shall appoint, you assemble yourselves, and the witnesses ~~afforded~~ before you,
you call and cause to come, and diligently examine on the Holy Evangelist
of Almighty God, and their — examination into our said Court dis-
tinctly and plainly without delay you send and certify enclosed, returning also
this writ: Witness, ~~Littleton R Edwards~~ ^{James Rochelle}, Clerk of our said Court, at the
Courthouse this 31st day of August 1844
in the 69th year of the Commonwealth.

L R Edwards Clk

Messrs Joseph T Liles Nicholas Bourn &
William L Everitt Esqrs shuff & committee of
The Estates of Simon Barnes & Jas. J. Philips dec.

Sirs

you will please take notice that I shall on
Saturday the 28th day of this inst. at the store of Hill
& Spier in the town of Martinsboro State of N Carolina
proceed to take the deposition of Moses B Borden
Esq. to be read in evidence in the suit now depend-
ing in the Circuit Superior Court of Law and Chan-
cery for Southampton County wherein I as a com-
mittee will annexed am plff, & you are def^s
when and where you will attend if you think
proper This the 16th day of Sept. 1844

Jas May Jr (admr. &c.)

Messrs. Joseph T Liles & William L Everitt Esqrs
shuff & committee of Estates of Simon Barnes &
Jas. J. Philips dec.

Sirs

you will please take notice that I shall on
Saturday the 28th day of this inst. at the store of Hill & Spier
in the town of Martinsboro, N.C. between the hours of 6 o-
clock A.M. & 6 P.M. & from day to day till the
same is completed proceed to take the deposition
of Nicholas Bourn Esq. to be read in evidence
in the suit now depending in the Circuit Superior
Court of Law and Chancery for Southampton County
wherein I as a committee will annexed of John Barnhill
am plff & you are def^s when and
where you will attend if you think proper

Jas May Jr (admr. &c.)
Sept. 14th 1844

Sep^r. 16th 1844 I hereby accept the service of
the within notice

Jos^y J. Liles
Wm. J. Everett late off
& adms of S. Baines & Co

September 28th 1844 I hereby accept the service of
the within notice N. P. Boon

Sep^r. 16th 1844 I hereby accept the service of
the within notice

Jos^y J. Liles
Wm. J. Everett late off
& adms. of S. Baines & Co

service accepted for all the above notices and
the taking the depositions is postponed to Friday
next by consent

J. J. Liles by
W. A. N. Smith atty

September 28.th 1844 I accept the Service of the
within notice N. Brown

W. Nicholas Brown

Sir

you will please take notice that I shall
on Saturday the 5th day of Oct^r next at the
store house of Edna's Beaton at ~~Boys~~ Kings
depot in Southampton County Virginia
between the hours of 6 o'clock A.M. & 6 o'clock
P.M. & from day to day till the same is com-
pleted proceed to take the deposition of William
H Cowper to be read in evidence in the suit -
now depending & undecided in the Circuit -
superior Court of Law and Chancery for
Southampton County Va. wherein I as admin^r
of John Banitt am plff. and ~~and~~
~~at~~ Joseph T. Miles & others are defts

Yrs M^t (adm^r)

Sep^r. 27th. 1844

I accept services of the
within notice
Sept 30th 1844

~~I accept the same~~

Mr. Joseph T. Liles

Sir

you will please take notice that -
I shall on Saturday the 5th day of Oct^r
next at the store ~~at~~ house of Edward Besten
at Boykins Depot Southampton County
Va. between the hours of 6 o'clock A.M.
& 6 o'clock P.M. and from day to day
till the same is completed proceed to take
the depositions of William H. Cowper
to be read in evidence in the suit now
pending and undecided in the Superior
Court of Law and Chancery for South
ampton County Virginia I as admin^r of
John Ban. H. am plff and you and
others are defts.

Jos. May Jr. Clerk

September 28th 1844 I hereby accept the Service
of the within notice N. Brown

Service accepted and consent given to the post-
ponement of the taking the depositions to Friday
next.

J. F. Liles
by W. A. Smith atty

To Nicholas Brown Esq.

Sir

you will please take notice that I shall on
Friday the 4th day of October^{next} at the store of
Hill & Spivey in the town of Murfreesboro N. Carolina
between the hours of 6 o'clock A.M. & 6 o'clock
P.M. and from day to day till the same
is completed proceed to take the deposition
of James M. Hill to be read in evidence
in the suit now depending & undecided in
Circuit-Sup^r. Court of law and Chancery
for Southampton County Va. wherein
I as adm^r of John Burnett am plff
& Joseph G. Giles & others are diff's

Yours dearest adm^r
Sep: 27th 1849

Barrett's adm

~ Deposition

Lies ye

Came to hand Sealed Sept.

16. 1844.

State of North Carolina

In obedience to the inclosed Commission
& notice Mr Charles Magist & Deputy R. Garriss
two of the Justices of the peace for the County of
Northampton & State aforesaid proceeded to
Take the deposition of John F. Baykin to be
read in evidence in a suit now depending in
the Circuit Superior Court of Law and Chancery
for the County of Southampton in which James
Magist - admr. with the will annexed of John
Bant is plaintiff and Joseph T. Liles Nicholas
Barn & William L. Eversiff Shoff of Southampton
& Committee of the Estate of Lemmons Barnes
& Jas. J. Philips are depts

Who deposite and sayeth as follows to me
Quest. 1st Were you employed in the store
of Liles Barnes &c

Ans. I was

Quest. 2nd Do you think the business was transacted
in the manner which it should of been
to be most profitable to the Concern

Ans. I do not.

Quest. 3rd Were they not in the habit of trusting
pretty much all who applied for
credit without regard to solvency

Ans. Pretty much all

Quest. Was not Mr. Liles always consulted
in such cases

Ans. So far as I was concerned as one
of their Clerks he was

Quest. Did they not trust many who you
had refused

Ans. They did

Quest. Did you ever hear any of the parties
Complain of the manner in which the
business was conducted

Ans. I have

As witness our hands & seals This
2nd day of September 1844

Chas. Maple Dead

Dempsey R. Garrison Dead

The Court of Southampton City
Virginia

Dis-
miss

Maple

Southampton County Sep. 16th 1844

~~The deposition of Ben^g E Pope taken in
conformity to the enclosed notice to be read in
evidence in the suit now depending in the court now
sitting in the Superior Court of Law and Chancery
of Southampton County with note annexed, is by
and Joseph J Giles & others deponents
and deponents to the same~~

Barrett adm.

2 Deposition

Giles &

Handed in by the 13 Ward
Sep. 16 1844

The Deposition of Benj. E. Pope, Tallow, agreeable
to another Notice, to be Read as evidence in
a suit now depending and pending
in the Circuit Supl. Court of Law and Chancery
for the County of Southampton, in which James
Muggeridge and John Barnett is plaintiff and
Jos. T. Dyer and others are defendants.

The Deposition being first duly sworn, as oath
and sworn.

Did you as a Mercantile business, in part.
partnership with Alexander Pyrick? ~~at the Cross Keys~~
at the Cross Keys, commencing business in
October 1844, and closed in the fall 1857, and paid
Pyrick on the amt. invested (that being equal)
something more than double the amt. invested
I attended to the whole business
and charged him for his proportion, of my
services twenty five dollars annually

question what Compensation is it worth for one
concerned to close the business of a former
partnership.

I should think two and half per cent for all
you receive and disbursed

Ben E. Pope

Sworn To and Subscribed before me

Thos. W. Worrell J. P.

Barnes adms

v { Deposition

Liles JP

Handed in by Thos. B. Worrell JP
Sep: 16- 1844 -

The deposition of Joseph G.R. Cooper of lawful age taken pursuant to the notice hereto annexed to be read as evidence in a suit now pending in the Circuit Superior Court of Law & Chancery for Southampton County, in which James Maget ^{of John Brantley} adm^r with the will annexed, is Plaintiff, and Joseph T. Liles, Nicholas Boon, and Wm L. Everett Sheriff of Southampton, and Committee of the estates of Simmons Barnes & James S. Phillips are defendants —

The ~~Defendant~~ Cooper being duly sworn annexed and sayeth —

Question 1. Will you state whether or no this memorandum ^{made} ⁽²⁾ of notes is in your hand writing, and if so at what time it was made?

Answer, The memorandum is in my hand writing, and was made on 10th May 1839, at the house in which I lived Co. formerly kept a store in the Town of Southampton

N.Y.
Was Nicholas Boon present at the time the Memo. was made? he was in the store, at the time, but had nothing to do with the memorandum or with the notes at that time made between myself and myself. — Mr. Boon did not receive the settlement, neither do I know whether he knows what disposition was made of the papers, mentioning in the memorandum who were the distributees of J.S. Phillips? Answer — His widow, whom I had married.

Question by Dyer: - ~~These~~ all the Bonds, Statutes are
this memo: before passing to pass over, at the time
you sitting with me, to the Guardians of B.B. Camps
Children? Answer, They were, staying by the Guardians
as payment of the debt. and from the friends of
Phillips & Dyer to Camps, & others.

Question by James Mayet. Do you know, whether
any of the partners, & capt. Dyer, of the firm of Dyer
Barnes & Co. know, whether the bonds mentioned
by you, were staying by the Guardians of Camps
Children? Answer. I do not know, whether
they know it or not. then or afterwards.

~~and further this Department with~~

Question by Dyer - What sum the ^{annual} services of
Jos. A. Dyer, worth as clerk in the store of Dyer
Barnes & Co.?

Answer - I should think from my knowledge of
his services, they were worth ~~from~~ \$250. and
more.

Question by Mayet. How was the business
of Dyer, Barnes & Co. Answer. I do not know.
and further this Department with not.

for George

Subscribed and sworn to
before me

The J. P. Monell J.P.

Augt. 24th 1844

Whereby accept the service of the within notice

Las Mayt. (adm. 96.

Sept. 4th 1844 I acknowledge service of N. B. Doon
The within notice and have received a copy
of the same in Mr. L. Everett State Sheriff & Committee

Attested in by the 13th March
1845

Mr. James Magent. Nicholas Borne
& William S. Everett. Shuff. and Committee
of the Estate of Sumner Borne, an?
James J. Phillips take notice that J.
Phall. on Monday the 16th day of September
next at the office of William B. Shands, in
the Town of Sumner between the hours
of sunset an? sunset of that day proceed
to take the deposition of Joseph G. R. Soper.
to be used as evidence in a suit then
pending in the Circuit Superior Court
of San. an? Chancery for Southampton County
in which James Magent Advers. With the
Wid. an? of John Borne dec? is plaintiff
an? myself defendant an? if ^{any} found ^{any} and the
said deposition be not taken on that day
it will be taken at the same place and
between the same hours on the next day
August 20th 1844

J. S. Liles

The deposition of Nicholas Brown

Taken This day in obedience to the annexed Commission & notice to be read in evidence in the cause now depending and undecided in the Circuit-Superior Court for Southampton County Virginia wherein Jas. Magrath admr. of John Banister is plff. and Joseph & Giles & others are defts.

The deponent after being duly sworn deposes and says that as follows to wit

Question by Plaintiff Were you one of the firm of Giles Barnes & Co? Answer I was

Question Plaintiff Who the firm of Giles Barnes & Co collect the debts and pay the outstanding debts of Phillips & Giles

Answer They did I think so far as some \$12000 to \$14000

Question Plaintiff Did Mr. Giles the surviving partner of Phillips & Giles direct you to charge a per cent for settling its affairs

Answer He directed me to charge it to him individually Two & half per cent

Question Plaintiff Do you think two and half per cent sufficient compensation to indemnify Giles Barnes & Co for their trouble & loss on account of the manner in which the business was transacted

Answer I do not think it more than compensation

Question Plaintiff Did Mr. Giles request you more than once to make this charge spoken of to him as to commission

Answer Sometime after directing me to charge it to him individually, I saw him and he asked me if I had done so. I told him I had not. That I designed charging it to the firm of Phillips & Giles

Question *Plff* Did the firm of Liles Barnes & Co occupy the same house that was formerly occupied by Phillips & Liles?

Answer They did

Question *Plff* Do you not think that the store of Liles Barnes & Co was used as a mere convenience and to its great loss for the benefit of J. T. Liles & Phillips & Liles

Ans I think so, and for the following reasons
Sometime after we had been doing business Mr Liles remarked to me that he thought it likely Capt Barrett & Simmons Barnes would become tired of the business and he and myself would buy them out; and as soon as I thought from his own statement concerning the business of Phillips & Liles was nearly settled up he then proposed our getting their mess and further that customers to the house who owed Phillips & Liles were constrained by Mr Liles to pay off the debt to Phillips & Liles to the neglect of the debt due to Liles Barnes & Co

Ques *Plff* Did you understand at the time the time the bonds of Barnes Boon & Barrett were executed to Phillips & Liles that they were to have any connexion with Chl Camp his children or Mr Liles their Guardian

Answer I did not

Ques *Plff* Was not the purchase of the old stock of goods of Phillips & Liles & the execution of Bonds between the Copartners Liles Barnes Barrett & Boon understood as a transaction severally entered into by all the four as joint partners purchasing of a fifth person or borrowing the money to purchase a stock of goods to commence business with, which purchase amounted to their whole joint Capital & entire stock

in Trade

Answer That was as I understood it.

Question *Deft* Was there no consultation between the partners with regard to the collection by Liles Barnes & Co of the debts due to Phillips & Liles

Answer not to my knowledge for they all objected to the manner in which it was done except Jos & Liles

And further the deponent saith not
N. Boon

Sworn to and subscribed before us
at Murfreesboro this 4th day of Oct
1844

Jno. G. Wilson J. R.

E. J. Mill

Barnett's Exam

is } Deposition

Files of

Came to hand sealed May 7. 1844

The Clerk of the Court of
South Carolina County

Jas Barnett

Santhampton County of
State of Virginia }

Agreeable to the enclosed notice

I Jacob Banitt one of the justices of the peace for the County
of Southampton have hereby proceeded to take the deposition
of William ~~H~~ Casper to be made in evidence in a
suit now depending and undecided in the Circuit
Superior Court of Law and Chancery for the above
named County wherein James Magist. admr. of John
is plaintiff and Joseph Siles & others are defendants

said deponent after being duly sworn deposes
and saith as follows (to wit)

question 1st by J. P. Did you act as clerk in the
store of the firm of Siles Barnes & Co?

Answer, I did about twelve month more or less

question 2nd Did you know in what manner the business
of Philips & Siles was settled by said firm

Answer, By disbursement of various aunts ~~the~~ for
and paid out for said firm of Philips & Siles

question 3rd Did the manner in which the business of
Philips & Siles was settled operate to the disad-
vantage of the firm of Siles Barnes & Co?

Answer, I believe it did by receiving produce for
more than it was worth and selling it for less
than was paid for it
& by charging the firm of Siles Barnes & Co the
same as allowed the customers

question 4th Do you believe the business of the firm of
Siles Barnes & Co was conducted in a way to
make the most profit to the concern

Answer I do not

question 5th Is Joseph Siles capable of keeping a regu-
lar and proper set of Merchants books

Answer, I think not by any means

question 6th Was he not looked to by the other partners
as principal manager of their concern

Answer he was

question 7th Do you not believe the store of Siles Barnes
& Co was used by Siles more for the benefit of
his own private interest through the settling up of
the business of the late firm of Philips & Siles
in which he was half interested than for its own
benefit

Answer I do
question 8th Was Silas services worth more or less than
other clerks engaged in the firm generally ~~and~~

Answer Worth less, not more than \$175. at furthest
question 9th What do you think it was worth to receive
and disburse the amt. of \$26000 or more in the manner
in which said amt. was rec^d. and disbursed by the firm
of Silas Barnes & Co. for that of Philips & Silas

Answer Two and half per cent - at least - ordinarily
question 10th Was there any account kept of frequent amounts
taken out of the drawer for the pretended purpose
of traveling and other expenses by Silas

Answer, There was not
question 11th (by Diff. Silas) Is it customary for such accts.
to be kept by merchants

Answer ~~It is~~ It is because without such an acct.
there is no way of properly keeping and adjusting a
copartnership business

question 12th do you know the cause of the dissolution
of the copartnership of Silas Barnes & Co.

Answer I believe it was for the want of confidence
in Joseph I Silas as to capacity & honesty

question 13th Were there not a great many insolvent
debts made as due the firm of Silas Barnes & Co.
occasioned by the manner in which said firm was
made to receive and disburse the ~~old~~ accts, and
debts. and the firm of Philips & Silas

Answer There were insolvent persons frequently trusted
by Mr. Silas as I believe for the purpose of inducing
them to pay in produce at different times which was
always credited to Philips & Silas as long as there
remained any thing due them & the same placed
to the debit of Silas Barnes & Co.

question 14th ~~Are~~ Do you know any thing about the pecuniary
situation of Nicholas Boon the estate of ~~Linous~~
Barnes & Joseph I Silas one of the surviving partners

Answer Nicholas Boon & Barnes estate are known
to be insolvent and Joseph I Silas situation is very
limited from what I have understood

question 15th Are Joseph I Silas & Nicholas Boon the
two surviving partners of the firm of Silas Barnes
& Co. related

Answer Nicholas Boon married L. J. Silas's sister

And farther This deponent sayeth not

M. H. Harper

Sworn to and signed before me this 5th day
of October 1844

Jas. Barnett (D)

Deposition of James W. Hill continued

By Deft.

Will you please to state what you mean and whence you derive information in the answer to question number five (5) of the leading examination

Answer

My information was derived from seeing the accounts on Siles Barnes & Co. Books the only source that I have any recollection of at present, Mr. Siles & Mr. Cooper clerk attended to the Books and settling up the store accounts, I had nothing to do with this department, I attended only to settling goods ^{and} receiving produce

Do you know of Mr. Siles settling the business of the late firm of Phillips & Siles and were yourself or any other of the clerks to your knowledge called on to assist him in such settlement?

Answer

I think Mr. Siles settled the business of Phillips & Siles have seen him thus engaged, Mr. Siles got myself and Horatio Siles to draw off the accounts of Phillips & Siles at night this is the only service I recollect to have rendered, have no recollection that any of the clerks in the store did assist in the settlement further than I have stated

By Plaintiff

Do you recollect that the other clerks ^{did not.} assisted in settling the business of Phillips & Siles

Answer

I do not.

By Deft.

Do you mean to be understood as saying in your answers to question No. 6. that Siles Barnes & Co are entitled to a commission as stated for their agency as a firm in the business of Phillips & Siles?

Answer.

I believe it was worth two & a half per cent on the receipts and disbursements to settle the business of Phillips & Siles

By Deft.

Do you know whether according to our usages and
Laws a partner who settles the business of a firm is
entitled to any compensation

Answer. He is not -

By Plaintiff

Was Silas Barnes & Co. surviving partners of Phillips
& Sils

Answer - They were not

By Deft.

What were your pains for your services as clerk in
the firm of Silas Barnes & Co

Answer I was paid two hundred dollars and my board
found by the concern.

By same - What in your judgment were Mr. Sils services
worth exclusive of board, and did he board himself
and what was board worth at the time referred
in this plea.

Answer I consider Mr. Sils services worth to the
concern exclusive of board two hundred and fifty
dollars, He board? himself, I board? with him
and he (Mr. S.) charged the concern one hundred
dollars per annum with extra charge of ten dollars
for washing which I think was a fair price at
that time for board

By Plaintiff

Was not produce rec^d. on account Phillips & Sils
and the Clerk of Silas Barnes & Co. employed in receiving
such produce

Answer.

I have no doubt they did and gave
the proper credits for the same

By Deft.

Was the produce purchased for the use and benefit of
the concern of Silas Barnes & Co.

Answer.

The produce was purchased by Silas Barnes & Co. and
I expect for their benefit

By Plaintiff

Was not Capt. Barrett and Enos Barnes a
great benefit to the store in the ^{way} of Electromining
with and sending customers to trade & in buying
Cotton Brandy Bacon &c.

Answer.

I believe they were

By Deft.

Has not the interval from the dissolution
of the firm to the present time been one of
general and wide prevailing insolvency
in this region of country

Answer

There has general insolvency
a part of the time -
and further the deponent says that not

James W. Hill

Sworn to and subscribed before in this 5th day of
November 1844

Amo G. Wilson J.P.

C. S. Hill J.P.

Murphysboro Hartford County N.C. Exp: ~~Oct 1858~~

In obedience to the enclosed commission & notice
me the undersigned two of the justices of the peace
for Hartford County N. Carolina have proceeded
to take the deposition of Mr. W. Mills
to be read in evidence in a certain suit now
depending and undecided in the Circuit-Superior
Court of Law and Chancery for the County
of Southampton State of Virginia wherein
James May Jr. admr. of John Bandy decd.
is plff. (and Joseph T. Giles & others are affs.

The deponent after being duly sworn deposes
and saith as follows. (to wit)

1 Question ^{By Plaintiff} Did you act as clerk in the store of Giles
Barnes & Co? Answer I did.

2 Question Which of the partners in the Concern atten-
ded to store of the firm?

Answer Joseph T. Giles attended to the business of the firm
during its continuance which was about two
years. Nicholas Brown attended to the busi-
ness also, about one year.

3 Question By Defendant Did Mr Brown during this
time viz the one ^{year} give the business his
entire attention or not.

Answer I do not recollect.

4 Question By Defendant Did Mr Giles devote his whole
attention to the business of the firm?

Answer I believe he did.

5 Question By Plaintiff Did the firm of Giles Barnes & Co
collect the debts due to and pay off
the debts against the firm of Phillips
& Giles?

Answer Yes it did to the amt of \$26562.22.

6 Question Plaintiff What per cent do you think
should be charged for settling the busi-
ness of Phillips & Giles?

7 Answer I should think two and a half per cent.
would be sufficient compensation.

Question by Plaintiff Was not the manner in which the business of firm of Phillips & Giles settled, the cause of many bad debts contracted by the firm of Giles Barnes & Co.

Answer I do not know at that time I had but little to do with keeping the books

Question by Plaintiff Was not the ~~business~~ business of Giles Barnes & Co. done and the books kept very loosely to the great injury of the firm

Answer The books I should say from having drawn debts off were kept loosely finding a good many mistakes

Question by Plaintiff Was Mr Giles induced any anxiety to have the business of the firm expedited or settled up since the dissolution

Answer I have heard Mr Giles on two or three occasions express a desire to have the business settled but he has never had anything to do with the settlements of the business that I know of

Question by Plaintiff. How long did the firm of Giles Barnes & Co. do business, and when did the dissolution of Partnership take place

Answer About two years; the dissolution took place in April 1839

Question by Plaintiff What is the pecuniary situation of Nicholas Brown Simmons, Barnes and Joseph T. Giles

Answer I think Mr Brown is insolvent, and that the estate of Simmons Barnes is insolvent also; of Mr Giles situation I do not know, but do not suppose it to be very good from current report

Question by Plaintiff What prices did they their clerks

Answer They paid me \$900 and some others \$125. I do not know what was paid to some of the clerks of the house

Question by Plaintiff Was Mr Giles services worth more than other one of the clerks

Answer His services were worth more than one of the clerks

Question Were his services worth more than \$200

Answer I do not know

Question by Defendant Giles. State where the several partners resided during the whole and whether all save Mr Giles did not attend to other business of their own and seldom visited the store to assist and whether Mr L was not confined to his his sole employment and any other facts showing the services rendered by him

Answer Simmons Barnes resided in Hampton Capt John Barrett in Hampton and Mr Brown twelve months in Hampton Mr Giles in Murfreesboro where the business was carried on and attended to ^{no} other business, and ^{the} ~~there~~ ^{thus} gave the business their personal attention Mr Giles giving the business his entire attention having no other business as I know of

Question Defendant State what in your judgement the services of is a fair compensation for Mr Giles services from your knowledge of their extent & usefulness

Answer I should think \$350. per annum a fair compensation

Question Was not the by defendant, did the firm conduct its business in the usual way for that section of country and was its business brought to a close during a period of general embarrassment and extending into

Henry and are not its losses mainly attributable
to those circumstances

Answer— The business was conducted in the usual
way. There was not a general embarrassment
in the country at the time. The losses are
not mainly attributable to the embarrassment
and insolvency of the country at the time

Question by Plaintiff were not the losses in part
owing to the bad debts contracted by the firm

Answer— There were bad debts made but to what
extent I do not know

Question by Plaintiff Might not many of its
repudiated insolvent claims have been collected
by strict diligence and prompt action
after its dissolution

Answer— I suppose there were claims at the
time of the dissolution which might have
been

been collected which are now insolvent

Question— Did not the firm buy suits of Jas Banks
for some \$1000 to \$1500 and did it not turn
out on further investigation, that the firm
was in his debt as was made to
appear, but which fact was not exhibited
by the books of the concern

Answer— I believe suit was brought and discon-
tinued and that Mr Giles acknowledged in
my presence that there was a balance

due to Jas Banks, after the investigation
but the true amt not ascertained by
the investigation

Question— And further the deponent says that
not

James W. Hill

Sworn to and subscribed before
us at Murfreesboro this 4th day Oct. 1848
Geo. G. Nelson J.D.
C. S. Neal C.P.

W

James Magar Esqr.
Newcom's ~~Postoffice~~ Depot
Southampton Co.
Va

I CERTIFY that the annexed Notice in the case of *James Maget Adm^r of Jm^r Barrett*
vs. Joseph T Liles, Nicholas Boon and others has been inserted once a
week for eight weeks successively, in "THE AMERICAN BEACON," Newspaper, published
 in Norfolk, Va. commencing *February 24th, 1844*

H B Bagnall
 of William E. Cunningham & Co.
 Publishers of the Beacon.

Sworn to before me, an Alderman of Norfolk Borough, by *Henry B Bagnall*
 this *27th* day of *April* 1844

Sam^r Ferguson Jr
 adm^r

AT Rules hoden in the Clerk's office of the
 Circuit Superior Court of Law and Chan-
 cery for the county of Southampton on the 1st
 day of January 1844, James Maget adminis-
 trator with the will annexed of John Barrett
 dec'd Plaintiff

against
 In Chancery
 Joseph T Liles, Nicholas Boon and Wil-
 liam L. Everett, Sheriff of Southampton Co,
 and committee of the estate of Simmons
 Barnes and James J Phillips Defendants.

The defendant Nicholas Boon, not having
 entered his appearance and given security ac-
 cording to the act of assembly and the rules
 of this court and it appearing by satisfactor
 evidence that he is not an inhabitant of thi
 country it is ordered that the said defendant do
 appear here on the first day of the next term
 and answer the bill of the plaintiff, and that a
 copy of this order be forthwith inserted in
 some newspaper published in the Borough o
 Norfolk for two months successively, and pos-
 ted at the front door of the Court House of this
 county.

A copy—Teste.

fe 24 S3w

L R EDWARDS, c c.

James Maget Esq. Adm^r of Jm^r Barrett dec^d

TO WILLIAM E. CUNNINGHAM & CO.

Office of the American Beacon and Norfolk and Portsmouth Daily Advertiser, } Dr.

1844

Feb 24 To publishing notice in the case of *Self vs. Joseph T Liles, Nicholas* } \$5
Boon and others

Rec^d payment to
Wm. E. Cunningham & Co.

Release of Errors

Barrett's card

2
5

Sides of

I James Maget administrator with the Will annexed of John Barnett
de^d. in consideration of the Terms upon which an injunction hath been
granted me by the Judge of the Circuit Superior Court of Law and Chan-
-cery for the County of Southampton to a judgment recovered against me in the
said Court on the law side thereof on the 3^d day of November ~~18~~43 by
Joseph G. Giles surviving partner of himself and James J. Phillips de^d. for the sum
of three thousand Eight hundred and ten dollars and forty three cents with
interest thereon from the 6th day of April 1838 till paid, do hereby release all
and any error or errors at Law in the said Judgment & proceedings.

Given under my hand & seal this 4th day of November 1843

Witness

E. Dwight Nash

Jas. Maget. (adm. Seal)

Stammunt Z

Statement.

amt. due to John Barnes estate
with interest to Nov. 1. 1844 for

amt. Hester report \$ 2890. 87

amt. due to Simon Barnes
estate with like interest }
for same report }

2459. 70
\$ 5350. 57

amt. reported to be due by the
same report by Jas. T. Deane \$1113.84
of amount due for ~~salaries~~
interest thereon to Nov. 1. 44. 1084.69
due by Jas. T. Deane — \$ 29. 15

29. 15
\$ 5327. 47

Jas. T. Deane 3/7.5% of 5327. 47. . . \$ 2283. 21
add his indebtedness amt. . . 29. 15
amt. of fees to the judge \$ 2312. 30

amt. of Judg. included in amt.
to Nov. 1. 44. 3 5312. 30

Proportion to be repaid from
with interest from Nov. 1. 1844
all paid out the said to law.

\$ 3000. 00

Barrett St.

2 } Exhibit with Bill

Letter 7²

I have brought suit for Jos. T. Liles on
six bonds executed to ~~him~~ Phillips
& Liles for about nine hundred and
fifty two each by John Barrott, Nicholas
Brooke & Simmons Barnes, and I as Ma-
=get adv. with the will annexed by John
Barrott holds six notes for three hun-
dred and seventeen dolls 54 ^{each} et^a payable
and due by Jos T. Liles to the parties bound
in the first mentioned bonds, which
as counsel for said Liles, I am authorized
to admit as offsets —

James S. Fennell

Jerusalem Sept 18th 1843

Argument.

Barrett's adm:

v. } Exhibit Referred to in
the bill.
Liles &c

This Indenture and articles of agreement and copartnership, made, entered into and concluded the Fifth day of April, Anno Domini One Thousand Eight Hundred and thirty Seven Between Joseph T. Siler, Simmons, Barnes, John Barnett and Nicholas Boon - Witneeth. That whereas the Said Barnes, Barnett and Boon have purchased the entire stock of goods, wares and merchandize of every description - agreeably to an inventory lately taken - belonging to late firm of Phillips & Siler, a deduction being made of two and a half per cent. from the prime cost of said articles, with certain credit allowed in their payment and then having sold one third part of said stock upon the same terms, pro rata, at which they purchased, to the said Joseph T. Siler, all the aforesaid parties have now associated and formed themselves into a copartnership for the purpose of pursuing and conducting the mercantile business in the town of Muncie - borough and have mutually, jointly and severally agreed to adopt the following rules, or articles, for the regulation of said concern

Article 1st - The aforesaid business shall be conducted under the firm and designated and known by the style and title of Siler, Barnes and Company and shall so continue for the term of five years unless sooner dissolved by the mutual consent of all or a majority of the parties, or by the death of any one of the concern

Article 2nd - The Capital Stock of the Concern now advanced or in store is divided and owned in the following proportions by each individual of the firm viz. Joseph T. Siler, takes own, and shares one third part and the said Barnes, Barnett and Boon each own an equal part or share, or one third part of the other two thirds, and wheresoever by consent of the parties, the Capital Stock is to be increased or purchases of any kind, for the benefit of the firm, is to be made, the advances or expenses in such manner incurred is to be shared or borne, in the aforesaid proportions, as agreeable to the interests, separate and individual, by the said firm

Article 3rd - The Capital Stock of the Concern is at no time to be increased nor purchases of magnitude to be made without the consent or concurrence of a majority of the parties, nor shall either one of the copartners, during said term, without the consent of the others give or use the name of the firm to or for any other person or for any business other than of this concern, as maker or endorser of any bill of exchange, note of hand, bond, covenant or as surety in any manner or for any other purpose whatever, as the interest of this concern is distinct and separate from the individual interest of the parties in every other particular, nor is the private interest or business of either one of the parties to be affected in any manner by this concern or the interest or business of this concern by that of either of the parties in any other manner engaged

Article 4th - All purchases made and all expenses of every description incurred necessarily for the interest of the concern, in the name of the firm and by the consent of the parties, such as the wages of clerk, and the hire of services of all kind, the rent of stores, ware houses, &c. in fine every expense which may be required to carry on the business of the concern in an ample, extensive and profitable manner shall be maintained by the firm in proportion to the interest specified in Article 2nd - and in like manner and in the same proportions, shall the nett proceeds of profits arising from the business of said concern, be shared or divided among the aforesaid parties

Article 5th - Strict and correct accounts shall be kept upon the books of the firm for all articles used by each individual of the concern all of which articles are to be charged at twenty per cent. on their prime cost

Article 6th - Joseph T. Siler is to be allowed a reasonable compensation for his services, which he is expected to, and may render to the concern, more or above the other copartners

Article 7th - If one or more of the parties should die before the expiration of the aforesaid term of copartnership the Survivor or Survivors shall proceed to close the business of the concern as speedily as

- as possible and at least within two years from the time of the demise of any one of the Copart-
ners; and whenever this Copartnership shall terminate either by the death of one of the parties
by its own limitation at the end of five years, or by the consent of the parties, all the debt of,
or due by the said firm shall be fully discharged and paid out of the partnership concern of said
of said firm after which all the property, Securities, or interest of any kind then remaining and
belonging to the concern shall be subject and liable to a true and fair division to be had among
and between all the individual partners (or their representatives, should any one of them have died) agreeing
to and in proportion to their interest or share in said concern as specified in Article 3rd and
if the transactions of this Copartnership shall have resulted in a loss to said concern said loss
shall be sustained and borne by said firm in proportion to their concern or interest, as afore-
said in the business of the firm

Article 8th No one of the Copartners shall sell or dispose of, in any manner, his interest in
the aforesaid concern unless by the consent or agreement of all the other parties, or he
engages or concerns in any other business or with any other person, which shall conflict with
or militate against the interest of the firm and it is understood and agreed that the business
of the firm is to be duly conducted and attended to according to a fair and honest system of
mercantile transactions, each individual using his exertions to promote & secure the
entire interest of the concern. And for the faithful performance of all and singular the
provisions contained in these articles the parties respectively bind themselves, and their respect-
ive executors and Administrators - by these presents - In testimony whereof all the aforesaid
parties have hereunto set their hands and seals the day and year before written

Signed Sealed and
interchangeably delivered
in presence of

Joseph T. Liles Seal
Simmons Barnes Seal
John Barrett Seal
Nicholas Boon Seal

Barnett acc

v. } Ex. with Bill

Siles 80

Joseph. J. Siles
To Siles. Barnes & Comp
for the Stock of
Goods of the Firm
of Phillips & Siles

Know all men by these presents, that I Joseph T. Liles -
Surviving partner of the firm of Phillips & Liles, of the
freeborn State of North Carolina - for and in consideration
of Five Thousand Seven hundred and fifteen Dollars and
Sixty four cents to me - as Surviving partner as aforesaid -
Secured to be paid in several different installments, by notes
of hand executed by Simmons Barnes, John Barnett
and Nicholas Boon - have bargained and sold and by these
presents do bargain, sell, convey and deliver unto the said
Barnes, Barnett and Boon and their assigns forever
the entire stock of goods, wares and merchandize of every
description belonging to the firm of Phillips & Liles, an
inventory of which has been properly taken and exhibited
to the said Barnes, Barnett & Boon, the said entire stock
all and singular and every part and parcel thereof, with
as good and perfect title and right to the same as the said
firm of Phillips & Liles had and can make and the same
I shall and will warrant and defend, to have and to hold
unto the said Barnes, Barnett and Boon and their
assigns to the only proper use and behoof of them and
their assigns forever. In testimony whereof I the Survi-
ving partner of Phillips and Liles as aforesaid, have
hereunto set my hand and Seal the Sixth day of April
Anno Domini one thousand eight hundred and
thirty seven -

(Seal)
R. C. Ireland

Joseph T. Liles Seal
Surviving Partner of Phillips & Liles

John Barretts
Will

A. Copy

Barretts accs

to } Exhibit with bill

Lites 80

In the name of God Amen. I John Barrett of the County of Southampton and State of Virg-
inia do make and ordain this my last Will & Testament that is to say Item first my will
& desire is that such portion of my perishable Estate as can be spared of the Crop Stock of
horses, cows, Sheep furniture &c be sold at my death reserving enough for the use & support
of the whole family for twelve months my wish & desire is that my family & plantation
be kept together a farm carried on as I do now for three years from my death provide
it may be thought advisable & can be done so as to be profitable to my Estate & at the expi-
-ration of the above time all the Crop Stock house hold & kitchen furniture to be sold &
disposed of as hereafter named. Item 2nd. I give to my wife Margaret P. Barrett
all the negroes that I got by her when Married & their increase named as follows
Dempsey Aggy Barbary Grace Russell, Lawrence, Joe Jerry, Helen Sharack little
Jacob Esther Louisa Milly & child not named & her other child named Susan together
with all their future increase to her & her heirs forever I lend to my wife three hundred acres
of land to be laid off nearest adjoining the house I now live in during her said Margent
P. Barretts life or widowhood I give to my wife the first choice of my beds the first choice of
my horses 1 mule 1 cow 1 table 2 Sows & pigs & two hundred dollars Cash or bonds to her
& her heirs forever 3rd Item I give to my Son William S Barrett the tract of land called
the old place & the tract of land called the Jackson tract in case either of my chil-
-dren should die leaving no lawfull issue then I give their portion to the survivors or sur-
-vivor. 4th Item I give to my son Benjamin J Barrett all the balance of my lands say
the home house with all my other lands not disposed of heretofore & in case he should
die not leaving lawfull issue then to my other children or their lawfull issue
5th Item I give to my Daughter Catharine E Barrett fifteen hundred dollars to make
her equal with my sons as to the land I gave them. My Will & desire is that
my negro man Jacob be hired out untill he shall pay to my estate four
hundred dollars with Interest thereon from my death & then be free.

My will & desire is that my negro man George be hired out untill he pay to my
estate two hundred dollars with interest thereon from my death & then be free.

My will and desire is that my negro man Edmund be hired out untill he pay
to my Estate three hundred Dollars & interest thereon from my death & then be free.

All the balance of my Estate I give to be equally divided between my three chil-
dren & should either of them die not leaving lawfull issue then to the survivor
or survivors. In Testimony whereof I have hereunto set my hand & Seal this 29th
day of September 1842

Signed sealed and delivered in
presence of

Alex Myrick

Richard B. Ferguson

Josiah Morrell

John Barrett (Seal)

At a Court held for the County of Southampton the 21st day of November 1842
The Last Will and Testament of John Barrett dec^d was proved by the oaths
of Alex Myrick, Richard Ferguson & Josiah Morrell the subscribing witnesses
thence and Ordered to be Recorded. There being no Executor named in said Will.
On the Motion of James Magie who made oath and together with Alex Myrick
Alex Myrick & Davis Bryant his securities entered into and acknowledged a bond
in the penalty of Thirty thousand dollars, Conditioned as the law directs. Certificate
is granted the said Magie for obtaining letters of administration on the said decedent's
Estate with his will aforesaid annexed in due form

Teste L. R. Edwards C^l

B

Bennett's com

~ } Ex. with Bill

Sides of

McC The undersigned parties in this late mes-
-sage firm of Lister Barnes & Co. do hereby authorize
and appoint Mr. James Hill of Maryland
N.C. to take charge of and retain all the books
& papers belonging to said firm of Lister Barnes
& Co. now in the hands of Nicholas Boon and
that he the said Hill is required to adjust our
said acct. and ascertain the state of each mem-
-ber's acct. in relation to said firm, state the
balances due to or from each individual
member, make a stated report thereof and hold
the same subject to the control of all or any
one of the parties interested Given under our
hands this 30th day of Augt. 1843

Jas. Magt. adn. of
John Branch adn.
Jas. T. Liles

N. Boon

Warrells and

or } Ex. with Will

Liles &c

Southampton County November Court 1842.

The Last Will and Testament of John Barrett was proved by the oath of Alexander Myrick Michael B Ferguson & Josiah Worsell the subscribing witnesses thereto and Ordered to be recorded. There being no Executor ^{named} ~~mentioned~~ in said Will. On the Motion of James Maget who made oath and together with Clements Rochelle Alexander Myrick and Davis Bryant his securities entered into and acknowledged a bond in the penalty of thirty thousand Dollars. Conditioned as the Law directs. Certificate is granted the said Maget for obtaining letters of administration on the said decedant's Estate with his Will annexed in due form.

Copy Teste L R Edwards clk

Southampton County Circuit Superior Court of Jan Chancery October Term 1843.

Simmons Barnes having died intestate more than three months ago & no person having applied for administration of his goods and chattels: it is ordered that William L Everett Sheriff of this County take the Estate of the said deceased into his possession, and administer the same according to Law.

Copy Teste L R Edwards clk

Southampton County Circuit Superior Court of Jan Chancery October Term 1843.

James J Phillips having died intestate more than three months ago and no person having applied for administration of his goods and chattels: it is ordered that William L Everett Sheriff of this County take the Estate of the said deceased into his possession, and administer the same according to Law.

Copy Teste

L R Edwards clk

Liles s g pth
v. } Copy Record

Barnetts ex.

Barnetts adm

v. } Exhibit with Bill

Liles ye

few \$1-48

\$317.53 Two years after date with interest from Twelve Months
after date for value received I promise to pay Simmons Barnes John
Barnett and Nicholas Bown jointly Three hundred and seventeen dollars
and 53 Cents as Witness My hand and seal the 6 day of April
A.D. 1837
Seal Joseph J. Liles Seal

\$317.54 Thirty Months after date with interest from Twelve Months
after date for value received I promise to pay Simmons Barnes John
Barnett and Nicholas Bown jointly Three hundred and seventeen dollars
and 54 Cents as Witness My hand and seal the 6 day of April A.D. 1837
Seal Joseph J. Liles Seal

\$317.54 Three years after date with interest from Twelve Months after
date for value received I promise to pay Simmons Barnes John Barnett
and Nicholas Bown Three hundred and seventeen dollars and 54 Cents as
Witness My hand and seal the 6 day of April A.D. 1837
Seal Joseph J. Liles Seal

\$317.54 Forty Two Months after date with interest from Twelve Months after
date for value received. I promise to pay Simmons Barnes John Barnett and
Nicholas Bown jointly Three hundred and seventeen dollars and 54 Cents as
Witness My hand and seal the 6 day of April A.D. 1837
Seal Joseph J. Liles Seal

Copy

Seal J.R. Edwards Cb

Pleas before the judge of the Circuit Superior Court of Law and Chancery for Southampton County at the Court house of said County on the third day of November in the year of our Lord one thousand eight hundred and forty three

Be it Remembered that heretofore to wit on the 18 day of July in the year aforesaid Joseph J. Liles surviving partner of himself & James Phillips late Merchants and partners trading under the firm and style of Phillips & Liles by their attorney sued out of the Clerk's office of the said Circuit Superior Court of Law and Chancery a writ of Capias ad respondendum against James Mage's administrator with the Will annexed of John Barnett dec'd returnable to the first Monday in August then next which writ together with the endorsement and Sheriff's return thereon made is in the words and figures following to wit:

"The Commonwealth of Virginia

To The Sheriff of Southampton County Greeting.

We Command you: that you ~~that you~~ take James Mage's adm^r with the Will annexed of John Barnett dec'd if he be found within your jurisdiction and him safely keep so that you have his body at the Clerk's office of the Circuit Superior Court of Law and Chancery for said County at the rules to be holden for said Court on the first Monday in August next to answer Joseph J. Liles surviving partner of himself & James J. Phillips late Merchants and partners trading under the firm & style of Phillips & Liles of a plea of debt for five thousand seven hundred & fifteen dollars sixty four Cents Damages One hundred dollars: and have them there this writ Witness Lilliston R. Edwards, Clerk of our said Court, at the Court house the 18 day of July 1843 in the 68th year of the Commonwealth

L. R. Edwards C^l

Endorsement: An action of debt on six several writings obligatory No bail required French p. 97

Sheriff's Return; "Executed: C. D. Bishop Dy of W. L. Everett Sheriff"

And at another day to wit at Rules held in the Clerk's office of the Circuit Superior Court of Law and Chancery aforesaid on the first Monday in August in the year aforesaid Came the plaintiff by his attorney and filed his declaration against the defendant in the words ^{and figures} following to wit: Southampton County to wit

Joseph J. Liles surviving partner of himself and James J. Phillips late Merchants and partners trading under the firm and style of Phillips & Liles complains of James Mage's administrator with the Will annexed of John Barnett dec'd Def^t in Custody of a plea that he owes unto him the sum of \$5713. 64/100 with interest from the 6th of April 1838 till paid which from him he unlawfully detains for that heretofore to wit at the County aforesaid on the 6th day of April 1837 he the said John Barnett in his lifetime together with Nicholas Bowne and Lemmons Bownes by their certain writing obligatory the date whereof is the day and year last aforesaid signed and sealed with their seals did promise to pay to James J. Phillips & Joseph J. Liles Merchants and partners

trading under the firm and style of Phillips and Liles the sum of \$932.^{64/100} Twelve Months after date: and on the same day & year aforesaid to wit on the 6th of April 1837 he the said John Barnett in his lifetime together with the said Boone and Barnes by their Certain other writing obligatory signed and sealed with their seals did promise to pay to the aforesaid Phillips and Liles the further sum of \$932.^{64/100} Eighteen Months after date with interest from twelve Months after date and on the same day and year aforesaid to wit on the 6th of April 1837 he the said John Barnett in his lifetime together with the said Boone and Barnes by their Certain other writing obligatory signed and sealed with their seals did promise to pay the aforesaid Phillips and Liles the further sum of \$932.^{64/100} Two years after date with interest from twelve Months after date and on the same day and year aforesaid to wit on the 6th day of April 1837 he the said John Barnett in his lifetime together with the said Boone and Barnes by their Certain other writing obligatory signed and sealed with their seals did promise to pay the aforesaid Phillips & Liles the further sum of \$932.^{64/100} payable thirty Months after date with interest from twelve Months after date and on the same day and year aforesaid to wit on the 6th of April 1837 he the said John Barnett in his lifetime together with the said Boone and Barnes by their Certain other writing obligatory signed and sealed with their seals did promise to pay three years after date with interest from twelve Months after date to the aforesaid Phillips and Liles the further sum of \$932.^{64/100} and on the same day and year aforesaid to wit on the 6th day of April 1837 he the said John Barnett in his lifetime together with the said Boone and Barnes by their Certain other writing obligatory signed and sealed with their seals did promise to pay forty two Months after date with interest from Twelve Months after date the further sum of \$932.^{64/100} which said several writings obligatory were signed and sealed as above stated and to the Court are now here shewnd: Making in the aggregate the sum of \$3715.^{64/100} and all of which writings obligatory carry interest from Twelve Months after date to wit from the 6th day of April 1838: Nevertheless the said John Barnett in his lifetime being so indebted to the said Phillips & Liles did not pay the same or any part thereof to the said Phillips & Liles or either of them during the life of the said Phillips nor to the said Joseph J. Liles surviving partner since the death of the said Phillips nor did the said Nicholas Boone and Simmons Barnes Coobligors with the said John Barnett or either of them pay the same or any part thereof to the said Phillips & Liles or to either of them in the lifetime of the said Phillips or to the said Joseph J. Liles since the death of the said Phillips: nor has James Magee admt with the Will annexed of John Barnett as aforesaid the often requested paid the same or any part thereof either to the aforesaid Phillips and Liles or either of them or to the said Joseph J. Liles surviving partner since the death of the said James J. Phillips But to pay the same or any part thereof hath hitherto wholly refused and still does refuse to damage of the Plffs for therefore he owes &c

French p 92

Whereupon the defendant being arrested and not appearing on the motion of the plaintiff by his attorney it was Ordered that judgment be entered for the plaintiff against the defendant for the debt and interest in the declaration mentioned and the Cost: To be levied of the goods and Chattels of the decedant in the hands of the defendant to be administered unless the said defendant should appear and plead to issue at the next Rules: And at another day to wit at Rules held in the Clerk's Office aforesaid on the first Monday in September in the year aforesaid the defendant still failing to appear: On the motion of the Plaintiff by his attorney it was Ordered that the last order made against him in this Cause be confirmed:

And Now at this day to wit at a Circuit Superior Court of Law and Chancery held for the County aforesaid on the day and year first herein aforesaid to wit the third day of November 1843 Came as well the plaintiff by his attorney as the defendant in his proper person and the plaintiff admits the by Bonds executed by him to Simmons Barnes John Barnett and Nicholas Boone dated April 6/1837 three for three hundred and seventeen dollars and fifty four Cents each and three for three hundred and seventeen dollars and fifty three Cents each payable in 17.18.24.30.36.42 Months and Carrying interest from April 6/1838 till paid and filed in this suit to be offsets to the bonds sued upon in this suit and thereupon the defendant acknowledges the plaintiffs action for three thousand eight hundred and ten dollars parcel of the debt in the declaration mentioned with interest thereon from the 6th day of April 1838 till paid & the Costs: Therefore with the Consent of the plaintiff it is Considered by the Court that the plaintiff recover: against the defendant the sum of three thousand eight hundred and ten dollars and forty three Cents with interest thereon from the 6th day of April 1838 till paid and his Costs by him allowed his suit in this behalf expended to be levied of the goods and Chattels of the decedants in the hands of the defendant to be administered and the said defendant in Mercy &c:

The following are Copies of the writings obligatory upon which the foregoing action was founded

\$932.⁶⁰ Twelve Months after date for value received: We promise to pay Phillips & Liles or order: Nine hundred and fifty two dollars and 60 Cents at Witness our hands and seals the 6th day of April A.D. 1837

Simmons Barnes (Seal)
Nicholas Boone (Seal)
John Barnett (Seal)

\$932.⁶¹ Eighteen Months after date with interest from Twelve Months after date We promise for value received to pay Phillips & Liles or order Nine hundred and fifty two dollars and 61 Cents at Witness our

Hands and seals the 6 day of April A.D. 1837

Teste

Simmons Barnes *(Seal)*

Nicholas Bown *(Seal)*

John Barnett *(Seal)*

\$952.61 Two years after date with interest from Twelve Months after date for value received We promise to pay Phillips & Liles or order Nine hundred and fifty two dollars and 61 Cents as Witness our hands and seals the 6 day of April A.D. 1837

Teste

Simmons Barnes *(Seal)*

Nicholas Bown *(Seal)*

John Barnett *(Seal)*

\$952.61 Thirty Months after date with interest from Twelve Months after date for value received We promise to pay Phillips & Liles or order Nine hundred and fifty two dollars and 61 Cents as Witness our hands and seals the 6 day of April A.D. 1837

Teste

Simmons Barnes *(Seal)*

Nicholas Bown *(Seal)*

John Barnett *(Seal)*

\$952.61 Three years after date with interest from Twelve Months after date for value received We promise to pay Phillips & Liles or order Nine hundred and fifty two dollars and 61 Cents as Witness our hands and seals the 6 day of April A.D. 1837

Teste

Simmons Barnes *(Seal)*

Nicholas Bown *(Seal)*

John Barnett *(Seal)*

\$952.60 Forty Two Months after date with interest from Twelve Months after date for value received We promise to pay Phillips & Liles or order Nine hundred and fifty two dollars and 60 Cents as Witness our hands and seals the 6 day of April A.D. 1837

Teste

Simmons Barnes *(Seal)*

Nicholas Bown *(Seal)*

John Barnett *(Seal)*

The following are Copies of the six Bonds referred to in the foregoing judgment

\$317.53 Twelve Months after date for value received I promise to pay Simmons Barnes John Barnett and Nicholas Bown jointly Three hundred and seventeen dollars and 53 Cents as Witness my hand and seal the 6 day of April A.D. 1837

Joseph J. Liles *(Seal)*

\$317.53. Eighteen Months after date with interest from Twelve Months after date for value received I promise to pay Simmons Barnes John Barnett and Nicholas Bown jointly Three hundred and seventeen dollars and 53 Cents as Witness my hand and seal the 6 day of April A.D. 1837

Teste

Joseph J. Liles *(Seal)*

Barrett
103
Giles

Messrs Barnes Boon & Barnet

To Jos. J Libs — W^{ts}

To Services Rendered from the 6th of April 1837

To the 6th of April 1838 — \$500.00

To Services Rendered from the 6th of April
1838 To the 6th of April 1839 — \$500.00

6th