

1871-16

Southampton County Chancery

Doles, Patrick vs Doles, Demarcus

Injunction

Injunction is granted to the plaintiff
 according to the prayer of the Bill, on
 the plaintiff confessing a judgment in
 the Clerk's office before the Clerk of the Circuit
 Court of Southampton County for the demand
 of said the within named Demaree Dole,
 according to the debt sued for in the suit at
 Law, & on his the said Patrick Dole,
 executing a Bond (or some one for him) before
 the Clerk of said Court in the penalty of
 \$2500 conditioned according to Law, and
 process will issue accordingly.

Dec. 22^d 1868.

E W Massenburg

Kelly p. 2

Patrick Dole,

To The Clerk of the Circuit Court for the
 County of Southampton

3

n

Demaree Dole,

1868 Dec. 22^d bill

filed -

" Dec. 25^d process p. 2

1155 words.

Southampton County to wit:

I Robt. M. Dole, a Justice of the peace in and for said County do certify that Patrick Dole, whose name is signed to the foregoing Rice, has personally appeared before me in said County and being duly sworn says, that the facts & statements contained in said Rice are as he verily believes, true.

Given under my hand this
19th day of December 1868

Robert M. Dole, J. P.

To the Hon. R. H. Baker Judge of the
Circuit Court of Southampton County.

Complaining shew unto the Court your
Complainant Patrick Dole of the County of
Southampton -

Your Complainant respectfully
represents to the Court and says, that on the
11th day of December 1848, he executed his Bond
to Demarius Dole, for the sum of \$2337.85⁰⁰
as will be seen by paper filed herewith marked
"A" & asked to be considered as a part of this
~~Price~~ - That various payments were made
on said Bond as may be seen by endorsements
thereon, and that on the 1st day of March 1858
Your Complainant had a settlement with
said Demarius Dole, relative to said Bond
and that your Complainant executed his Bond
to said Demarius Dole, ^{Balance on settlement} for \$1146.⁰⁰ as will
be seen by a duly certified copy of said Bond
filed herewith marked "B" -

Your Complainant says that when
he and the said Demarius Dole, had a
settlement as above referred to, ~~(the said~~
~~Demarius Dole did not have with him at~~
~~the time the above named Bond of \$2337.85~~
~~and at which time~~
he ~~was never seen~~ and the new Bond for \$1146. may
then executed & that your Complainant objected
at the time to giving his new Bond, fearing

that some error might be made in not
allowing to him some credit for payments
made on said first above named Bond, as
many ^{payments &} such credits had been made.
But as the ^{said} Demarcus Dole, was a near relative
and they had had many transactions to-
gether, he did not doubt but that if any
error was then made, he, the said Demarcus
Dole, would correct it, and after objecting
to the execution of said new Bond for the
reasons above stated, he, the said Demarcus
Dole, declared and pledged himself to your
Complainant, that if any payment had
not been credited and allowed, or if there
was any mistake in the settlement it
should be corrected - this statement was made
to your Complainant by said Demarcus Dole,
in the presence of Edmund Kitchen who unfor-
tunately for your Complainant has recently
died - ^{accordingly the new Bond was executed &} That, in a very short time - only a
few days - after such settlement your
Complainant discovered that a payment
which he had made to said Demarcus Dole,
and which ought to have been credited on
said first named Bond, of about \$675, had
been omitted, whereupon your Complainant
notified said Demarcus Dole, by letter of
such error and demanded a correction of

4. That the payment of the said sum of \$675 was made on or about the 1st March 1852 when the said Demaree Doler did not have the said Bond of \$2337.85 with him in the absence of himself that he would place the said Bond, which he never did.

the same, but which the said Demaree Doler, refused to do and has ever since refused to do. That when such settlement was made, it was at the residence of your Complainant, ~~and when the said Demaree Doler had the said first named Bond (the material in action) with him and no reference could be had to the same costs except from memory.~~

That the said Demaree Doler has brought suit in the Circuit Court of Southampton County, against your Complainant for the said sum of \$1146, on the said renewed Bond and is now preparing for a judgment (and execution therefor.

Your Complainant cannot allow a judgment to go against him for said debt without seeking the aid of a Court of Equity, for relief against the wrong attempted to be inflicted on him as above set forth.

Your Complainant is advised that all such errors and mistakes are properly cognizable in Courts of Equity and that such Courts will interfere to prevent fraud & wrong.

Your Complainant therefore prays that the error and mistake aforesaid may be corrected and that the said Demaree Doler may be compelled to credit your

Complainant with the said sum of \$675
on the 1st day of March 1857 ~~when~~ when the error
was made — That the said Demarcus
Dole, also be compelled to produce your
Complainant's letter notifying him of
the error as aforesaid, and that the said
Demarcus Dole, may be enjoined and
prohibited from prosecuting his said
suit at Law until he shall give
the credit above referred to.

In consideration whereof and as this
Court has ample power to grant the relief
desired, In the End your Complainant
prays that the said Demarcus Dole,
may be made defendant hereto and be
compelled to answer the several allegations
herein and that too as specifically and
particularly as though they were here
again repeated; That the relief asked
for as aforesaid may be granted, and that
the injunction also prayed for may be
granted your Complainant, and that
all other and further relief may be
granted consistent with Equity — And
your Complainant will ever pray &c.

John R. Kilby

(sign)

Patrick Dole

P. D.

2000
 2000
 360
 351
 431
 1631
 491

Mr. Demarcus L. Dole
 Southampton City Va.

Santhamphow County Va. Feb. 9th 1858

Demarcus Sir when I was at your house the other day I was
a little frustrated, so much so that I did not recollect
things as I had said to of none but after I got home I
reflected and considered the matter over well, and I have
it all before me now just as it occurred at the time it was
transacted, the recit for four hundred dollars I paid you
when you made the first payment for your Land, which money
I paid you about ^{the} 10th of April 1852 but the recit will show when
it was paid which recit you have, Now Sir I will ask you where the
money came from, that you made the last payment for your
Land ^{whether it} was paid about the first of June 1852 some time before
it was due and Holton deducted the interest from the time it was
paid until it became due, and the balance was paid to you
as you acknowledge to me your self, Now Sir where did you
get the six hundred & seventy five dollars from did you furnish
one dollar of it your self. If you say you did after you get
this letter I shall say you lie, for I furnished every dollar of it
my self which I will prove, & which money you have not
to give me credit for, which you failed to do, as I have said
about the money was paid about the first of June 1852 (viz) \$675.00
from the 1 day of June 1852 to 1 of March 1858 time ^{your note} 5th & 9th Interest on
six hundred & seventy five dollars for that time is 232.87 1/2
Now Sir six hundred & seven dollars & 87 1/2 / 1000 is the amount
principal & interest added to the 1 day of this month, take that
amount from \$1146.00 will leave a balance due you of two
hundred & thirty eight dollars & 12 1/2 / 1000 which is every cent that I justly
owe you. I have sent you that amount by Mr. G. W. Eddy which
you can receive & send me my balance or do as you please but if this matter
is carried in to Court there is something in it that will grow out
of it that will shine like New Silver, Now Sir I will say to you
if I was certain you recollect all these things ^{at} the time we
settled I do not think I would ^{not} speak to you again, but as they have
slipped my memory at the time, I will tolerate for granted it slipped
yours also, for any near relation to me in the way this looks
if it was in factually done, yours &c Patrick dolls

P.B. This letter you are welcome to have & if it is in the papers, should you
think proper P.B.

Deposition, of Patrick Doles & Ro. m. Doles
taken at Dor, Southampton County Va
on the 22^d day of February 1869 to be
read as evidence for ~~the~~ ^{Patrick Doles} ~~defendant~~
in a suit in Chancery depending in
the Circuit Court of Southampton
County, between Patrick Doles plaintiff
and Demarius Doles defendant
, taken between the hours of 8 a. m. &
6 p. m. of the day & pursuant to the
annexed notice.

The said Patrick Doles being
duly sworn on the Holy Evangelists
of Almighty God, deposes and says as is
set forth in the annex, below.

1st Question by John R. Kilby attorney for
Patrick Doles.

State all the facts & circumstances,
connected with the execution of the Bond
by you & said Demarius Doles, on the 1st
of March 1858, and as to any payment
made by you in part thereof, not cred-
ited on said Bond, if any, and all
the circumstances connected therewith
Answer.

At the time the bond in controversy was executed
(\$1146) dated 1st of March 1858. it was in reni-
oval of an old bond due to Mr. Demarius Doles.

by me. I was at the time satisfied that I was not indebted to him more than two or three Hundred Dollars, and so expressed myself to him. This was in the presence of Edmund E. Ketchen now dead. According to my recollection Mr. Demareus L. Dole, acquired in the statement that there was not more than two or three Hundred ~~then due~~ Dollars then due, But on the assurance being given me by Mr. Demareus L. Dole, that if any error had been made in ascertaining the amount for which the bond for \$1146, had been given that it should be corrected. I accordingly executed the bond, all of this occurred on the day of the execution of the said bond. on the next day finding that an error had been made in estimating the amount for which the said bond was given because no credit had been given on the old bond of a credit of Six Hundred and Seventy five Dollars paid about May or June 1852, which was paid in my house and the money counted on my desk, which money was taken by Dr. Robert M. Dole at the request of Mr. Demareus L. Dole to be taken and carried to Mr. Joseph S. Holland and to be paid to him for Mr. Demareus L. Dole in part pay for land that Mr. Demareus L. Dole had purchased of said

Did you never pay Demareus L. Doles. Some sum or sums of money which was not credited on the bonds at the time, but for which you took his separate Receipt.

Answer, I think not, I have no recollection of ever having done so.

8th. Question, by same, If you really paid the \$675. which you claim to have paid why did you not take his Receipt.

Answer, Mr. Demareus L. Doles. did not have the bond with him at the time, but promised to put the Credit on the bond, and I took no Receipt trusting to his honesty to do so. as he was my Nephew and Son in Law and very intimate,
And further this Deponent. Says not.
Patrick Doles

D^r R^s. M. Doles, being duly sworn says as is set forth to the questions below.

1st Question by John R. Kelly atty. for Patrick Doles..

state what you may know of any payment by Patrick Doles, to said Demareus L. Doles, about May or June

1852, in part payment of any debt
then due by said Patrick Dole, to said
Demaree L. Dole, and all the cir-
cumstances connected therewith
Answer.

About the Spring of 1852. the beginning of
warm weather I was at the house of my Father
the said Patrick Dole when Mr. Demaree L.
Dole came there, my Father said to him that
he had failed to purchase Hogs the past Sea-
son as he had been in the habit of doing
and that he had money on hand, and
then wished to pay him all he owed him
Mr. Demaree L. Dole, said he had no use
for the money unless Capt. Joseph S. Holland
would take it in payment of a bond then
not payable for the land purchased by Mr.
Demaree L. Dole of the said Holland.
He however agreed to receive \$675.00 and
asked me to take it to Capt. Holland, and
pay the bond referred to, I counted the
money myself and took it up off the desk
where it was. at the request of Mr. Demaree
L. Dole, I took the money and went on to
Allen Edwards where I then resided and
soon thereafter (a day or two) I carried
the money to Capt. Holland and paid it
to him for Mr. Demaree L. Dole, and took

in the bond due said Holland by Demareus
L. Doles. I returned the bond taken in of
Capt Holland to Mr. D. L. Doles. with the
odd Change as Mr Holland deducted the
interest on his bond for the unexpired Credit
On the same day that these transactions took
place between my Father and said Demareus
L. Doles. my Father paying the \$675. to D. L.
Doles. I remarked to him. I am not afraid to
trust you to put the Credit on the bond I owe
you altho' you haven't it here. — Mr. D.
L. Doles promised to Credit the amount
on my Father's bond as soon as he got home.
My Father further remarked to Mr. D. L.
Doles that ~~there is~~ ^{on the last calculation from my} ~~due~~ ^{belonging} on my bond to you
~~about~~ \$800. & \$900. and that now after
paying the \$675. it will leave a little over
\$200 — due. To this statement Mr Demareus
L. Doles made no objection but admitted
its correctness. —

I was present when my Father handed a letter and
money to Geo. M. Eley to be carried to Demareus
L. Doles and when Mr. Eley reported that
Mr. Demareus L. Doles refused to receive the
money. — I saw Mr. Whitfield at my Father's
request and heard his advice relative to the sub-
ject heretofore referred to.

1st. Question, by Defendants Counsel.

State what Conversation occurred between Demareus L. Dole and yourself in the presence of Patrick Dole at the time you were requested to carry the money to Holland, not already spoken of by you.

Answer, I have already stated all that occurred on that day so far as I recollect.

2^d. Question, by same, Did you not say to Demareus L. Dole, that you would carry some money for him to pay one of Hollands bonds if he would carry a young lady to wedding for you, and if so state time place and circumstances.

Answer, I paid both of the bonds to Holland for Demareus L. Dole each of \$675. at his request, - About the 29th. of January, 1852 ~~I agreed~~ when David H. Joyner was married I agreed to carry some money for Demareus L. Dole to pay one of the Holland bonds if he would carry a young lady to said Joyner's wedding for me, - That money however was not the money spoken of as having been paid at my Fathers desk, I did carry the money and took in one of the Holland bonds

3^d. Question by same: State at what place the money spoken of in the last answer was handed to you by Demareus L. Dole

Answer:- I do not recollect.

4th Question, by Serjeant. — Do you know whether your Father ever took any receipts from D. L. Dole for money or monies paid by him to D. L. Dole. —

Answer:- I know of none except those placed on the bond. —

Examination resumed by Plaintiff's

Attorney.

1st Question. You have spoken of taking to Mr. Holland \$675. on two occasions — One about the time David St. Joyner was married and the other in warm weather, now state if you can the exact locality where you paid Mr. Holland each amount.

Answer. — Both payments were made in Mr. Holland's house the first in his Chamber by the fire in cold weather, the second in his parlor when the weather was pleasant. having no fire. —

And further this Deponent saith not.

Robert M. Dole.

Southampton County to wit.

I, Milton D. Butler, a
Justice of the peace in and for said
County, do certify that the foregoing
depositions were taken at the place
on the day & between the hours as
set forth in the above Caption &
pursuant to annexed notice

Given under my hand 22^d
Feb. 1869.

Justice Fee \$3-

M. D. Butler, J. P.
"

Seals,

as

Seals

Sealprothins

Handled by Willis Bradshaw
JP July 22-1878

I will give a list of bonds, for which reason I will now say.
It is to show that I had money at my command besides what
Mr. P. Doles was owing me, as he said he furnished every dollar to
pay for my land.
1848. A list of bonds against different persons.

One against Alexander Falconer, treasurer of the
Petersburg R.R. Co. given May 8th 1849 to the amt
\$1000.00.

One against the P.R.R. Co. to the amt \$1400.00.

One against R. M. Doles, given Jan 2nd 1862 to the
amt \$436.62.

One against Mr. P. Doles, given Dec 18th 1848 to the
amt \$2337.85 on the renewal of bond I held against
him up to that date.

In April 1849 Mr. P. Doles wrote to me, while I was
living in Petersburg, stating that he had bought pork
that winter & he had credit on a part of it until
May court, he did not have the money to pay for it;
bacon was very low at that time, he thought it
would be much higher in the summer. He also
stated that he did not wish to carry his bacon
into market then & he wished me to loan him
\$300.00 if I possibly could spare it. I came down to
see him & loaned him \$300.00 on May 1st 1849, for
which he gave me his bond.

During the year 1861, he made me several payments
on that large bond, on which it had credit.

In the Fall of 1851, I bought my farm of Joseph
Holland, for which I gave him two bonds, consisting
of \$626.00 each. One payable Jan 16th '52, the other
July 1st '52.

Mr. P. Doles had promised to pay me some money by Jan.
court. I was down to see him a few days before court,
he told me that he could not pay me any money
then, he wished to use what he had then, to buy
pork, if he could get it.

On 27th of Jan. Mr. P. Doles sent for me to go to his
house wishing to pay me some money, as he had

failed to buy pork. He paid me \$50.00 on that day. After he paid me the money for which the bond was credited, that day, Dr. R. M. Dole was in the room, & I asked him if he would take some money to go to Holland for me to make the first payment on my land & bring me my bond? He said he would, if I would do one thing for him. He said if I would go to Mr. Hugars Lainers & carry Miss Ann Hindley to David Joyner's wedding at Twin Griffens the day after the following day, which was the 29th of Jan. 1862 he would carry the money for me. That was the agreement between us. So with the \$50.00, which I had received of Mr. P. Dole that day & with other money I had, made out the amt. \$675.00, which Mr. P. Dole assisted me in counting on his table. I asked Dr. R. M. Dole to count that money over, which he did. He carried it to Mr. Joe Holland & paid him for me. On his return, which was the day after the wedding, the 30th of Jan, he brought me my bond. This ends the 1st payment. On the 10th of April 1862 I was at Mr. P. Dole's, he paid me \$400.00 & as I did not have the bond with me at that time, he demanded my receipt for the money, which he paid me. I told him at that time that I had no particular use for the money then.

He wrote the receipt in these words. *him with piece* "Received of Patrick Dole the 10th of April 1862 the sum of \$400.00 in part of a bond that was given to me for a little over \$2000.00, that has credit on it for \$1600 & some odd dollars", which he remarked at the time, that the balance due on the principal of the bond was about \$300.00, which I thought was nearly right, as no interest had been calculated on the

bond up to that time.

So with this money & with other money I had, I counted out \$675.00 & asked Dr. R. M. Dole to take it to Mr. Joe Holland for me, which he agreed to do. He carried the money & brought me my bond with the interest deducted until it became due. This ends the last payment.

The 1st Monday in March 1865 Mr. P. Dole sent for me to go to his house he wished me to take a horse to Isle of Wight court for him & trade him for a pair of mules. On my way to his house, I overtook Mr. E. Hitching, he asked me to take him on to Gunn as I went, which I did. We went by Mr. P. Dole's. When we got there the weather was so disagreeable that I concluded not to go to Isle of Wight court. I said to Mr. P. Dole that our business had been standing so long, we had better have a settlement. I also said to him that Mr. Hitching & my self were going to Gunn & while we were gone to calculate the interest on his papers, so that we could settle when I returned. I also left a statement, which I had gotten Mr. M. J. Davis to write out, the amt. of bonds, credits & interest, for him to examine.

When Mr. Hitching & my self returned from Gunn to Mr. P. Dole, he told me that he had examined the statement, which Mr. M. J. Davis had made of the amt. of bonds, credits & interests & had found it to be correct.

Mr. P. Dole held some small notes against me also an open acc't, of which acc't I will now give a statement. I will give it first as he wrote it, & as you turn to the next page you will see it just as it is.

D. L. Doles to Patrick Doles do

1862. March 3rd.

To 1 bushel souse $\frac{1}{2}$ cts	\$1.00
To 24 pounds soap-grease 8 cts	1.92
To $6\frac{1}{2}$ pints brandy $4\frac{1}{2}$ pr. gal.	.66 $\frac{1}{4}$
To $\frac{1}{2}$ bushel Irish potatoes 8 $\frac{1}{2}$ cts	.68 $\frac{1}{4}$
April To 3 quarts brandy $4\frac{1}{2}$ pr. gal.	.64 $\frac{1}{4}$
June 4 th . To 3 gal. & a pint brandy $4\frac{1}{2}$ " "	2.36
" " To 3 bushels seed peas $4\frac{1}{2}$ pr. bu.	2.25
1863. To cash received from Miss Crum.	.87 $\frac{1}{2}$
March. To 6 bushels oats 45 cts pr. bu.	2.25
	<u>12.48 $\frac{3}{4}$</u>

Notice.

It is very strange that an uncle & a father-in-law should keep such a correct acct of such small articles as these against a nephew & a son-in-law, upon whose honesty he so much depended, & not charge him with \$625.00 if he had paid it. The interest was calculated on this acct up to the 1st of March 1868 & was taken in on the day of our settlement, which acct I now have. I also have a bond to the amt of \$16.00 given 1862 for the hire of a little negro girl for nurse, which was taken in on the day of our settlement.

After Mr. P. Doles had made all the calculations to suit himself, as he always did in all our transactions, he then proposed to pay the balance off in bonds that was due me on that large bond. I told him that I did not wish to take my pay in bonds, I had rather have the money. He replied, he could not pay me the money, he had other use for it.

When he was going to write me the bond for the balance due on the large bond, I said to

him I have another bond of \$300.00, which you had as well include all in one. He replied with astonishment. "Do what! another bond! I thought all I was owing you was included in the large bond, I had lost sight of this \$300.00 bond entirely" & said that if the \$300.00 bond had not been of a later date than the large bond, he would be damned if he would pay it.

I then said to him: Do you not recollect the \$300.00 that I loaned you to pay for pork? he said he did, & said that the bond was in his own hand writing & it must be right.

He took the bond, calculated the interest on it & added the interest to the principal of the \$300.00 bond. He said that he had lost sight of that bond entirely, if he had known he was owing me that, he would have paid it long before. He then added the amt of the \$300.00 bond & interest to the balance due on the large bond & gave me his bond ^{for the whole} for a balance due on a settlement up to that day, which was March 1st 1868. We agreed that if there was any mistake made in calculating the interest on the large bond, we would correct it. There was no one present when we had our settlement, except Mr. P. Doles, Mr. E. Hitching & my-self. Mr. R. M. Doles was not there, he knew nothing about our settlement.

I received a letter from Mr. P. Doles dated Feb 9th 1868, which was ^{the} 21st before we had our settlement, I will state a few of the particulars of his letter. Now with file.

He said in his letter to me that the money

which he paid me about the 10th of April 1862 I applied to my 1st payment, which money I have a receipt for & which debt was paid off 29th of Jan. '62.

How could I apply money to a debt which was paid ^{on the} 2nd of Jan. previous to the time I received it.

Another statement in his letter was, that if I carried this matter in court, something should grow out of it that would not shine like new silver.

Some time after that I placed my papers in the hands of Chambers & Hasenborg to bring suit on. There they remained for several years, but owing to the stay-law & the situation of the country, I did nothing with them.

The deposition of D. M. Dole taken in the
Town of Jerusalem, on 22nd day of February 1870.
to be read as evidence in a suit, in the
Circuit Court of Southern, in the case of
Patience Dole vs. Dole & Dole.

D. M. Dole being first duly sworn
deposes & says.

Question by Judge Counsel.

State all you know about the settlement
made between Patience & D. M. Dole, and the
credits made by Patience on his bond to
serve as Dole a and 18th Dec. 1868.

Answer, The following statement I submit
is accepted on the answer of D. M. Dole.

Question by Mr. Kelly, also for D. M.

Did you say to P. Dole in the presence of Edmund
Elkinton, that if there was any error in the settlement
with him (P. Dole) that you would correct it?

Answer - I did say that if any error
existed in the calculation of interest on the bond,
I would correct it. I did not say error in
the settlement. but I now say I am willing
to correct any error.

Question by same.

Did not Mr. Geo. W. Eley call on you soon
after your settlement with P. Dole, ^{with a letter} from P. Dole
calling your attention to the error in calculating
the bond of \$1146.50?

He did & the letter is here with file.

Question, by Deft Counsel.

Did not Dole make you any payment,
not in cash nor your statement.

Answer

He never did -

and further this deponent says not.

I am on my Oath

deposition from W. Branch. being sworn.
affirms & says.

Question by Defendant.

Did you see two bonds in the hands
of D. L. Dole, against P. Dole?

Answer - I did - in the year 1857.

One for something upwards of \$2000 - and
the other about \$300 - I saw the same
bonds, to the best of my recollection, on the
day of the settlement. and

and further this deponent says not -

My Oath

Shugan Lane being duly sworn says

Question by Defendants

Did you see two Bonds in the hands
of D. L. Dole against P. Dole, & the assets.
taken.

Answer. I saw two Bonds in the hands
of D. L. Dole, against P. Dole, & he handed
them to me to make calculations on - I can't
recollect the time exactly, but it was just
before a letter was written to D. L. Dole

by P. Dole, in reference to their settlement
which letter I saw & is filed now in the
papers - one Bond was over \$2000 & the
other some 300 off & the rise.

2^d Question, did you know Patrick Dole, &
what was his habit in doing business.

Ans. yes I knew him - He was a
very particular man never let any money
go out without receipts, so far as I am
concerned, & I had a good deal of business
with him

and further deponent says not

Shugan Lane

Wm J. Wellens being sworn, affirms & says.

Question by Deft.

Were you at D. L. Dole's house at any time
when R. M. Dole was present?

Answer, yes sir.

What did you know & say?

Answer.

I went over to D. L. Dole's house &
when I arrived, was informed by D. L. Dole
that he was up stairs in a few minutes
they came down, & R. M. Dole had money
in his hands & said this money is to make
the last payment on D. L. Dole's land.

Robt. said to deponent, you had better give
me a piece of paper to wrap it up in, as
I might get into a speck - I do not
know how these men - I think this was

about Oct. 4th or first May 1852 -
or about that time.

Deceased, who Robert. Dole came to make
Holland, to whom the bond was payable, to
give him a receipt, as the bond was not
then due.

And further this deponent saith not.

William J. Nelson

D. R. M. Dole, being recalled ~~being again~~
says as set forth below.

Question by Geo. R. Kelly, Atty. for Patrick Dole &c

You have just heard the deposition of
Wm J. Nelson - will you state whether any
such circumstances or conversations
occurred as he has detailed.

Answer. It never occurred as to the last
settlement as the money to make the last
payment on D. L. Dole's land was got by
me at my father's house - as to the
money given to me by D. L. Dole to make
the first payment on his land I don't

know where it was given to me at.

And further saith not.

Robert M. Dole

Deceased & Dole recalled.

You have heard the statement
made by Wm J. Nelson - state whether
in substance it is correct and whether

you will give the money to R. M.
Dole at your house, to make the
last payment for your land.

Answer.

I think the statement of Dole
is correct. and I state positively that
I handed to R. M. Dole at my house
to make the last payment for my
land -

Deceased & Dole

The foregoing deposition was
taken, sworn to & subscribed
before me, the undersigned and
placed on file in the caption.

Given under my hand this
22nd Feb 1870.

Willis Bradshaw J. D.

Doles

to { Injon bond

Doles

Know all men by these presents that we Patrick Doles & George W
Spivey are held and firmly bound unto Demarcus
Doles in the just and full sum of two thousand five hundred dollars to be paid to
the said Demarcus Doles his executors, administrators or assigns. to the payment
whereof well and truly to be made we bind ourselves, our heirs, executors and adminis-
trators jointly and severally firmly by these presents. Sealed with our Seals and
dated the 21st day of January 1869-

The condition of the above obligation is such that whereas the above
bound Patrick Doles in conformity with the conditions upon which an injunction
has been awarded him has on this 21st day of January 1869 confessed
judgment in the Clerks Office of the Circuit Court of Southampton County in a
suit in the said Court depending in which Demarcus Doles is Plaintiff and the
above bound Patrick Doles Defendant for Eleven hundred & forty six dollars with
interest thereon from the 1st day of March 1858 till paid and the costs - Now if
the said Patrick Doles shall well and truly pay and satisfy the judgment aforesaid
and also all such costs as shall be against awarded against him and all such
damages as shall be incurred in case the injunction be dissolved then the above obliga-
tion to be void or else to remain in full force and virtue.

Patrick Doles (Seal)
Geo. W. Spivey (Seal)

Southampton Circuit Court Clerks Office January 21st 1869
This day Patrick Doles & George W Spivey the obligors to the above bond acknowledged
the same to be their act and George W Spivey the security made oath that his
estate after the payment of all his just debts is worth the sum of two thousand five
hundred dollars - Given under my hand the date above.

L. R. Edwards Clk

On or issued I promise To pay or cause To be paid unto Demarcus
L. Dole or his order the just and full sum of Twenty Three hundred and
thirty seven dollars & 85/100 for rent value received of him with my
hand and seal this 14 day of December 1848

Witness

Robert M. Dole

The

above bond is full

July 8th 1857 This day Received
The within note

August 4th 1857 Received
in part of the within note

September 2th 1857 again Received
The within

Jan 27th 1852 Received
and fifty dollars in part

March 6th 1852 Received four
thirty one dollar in part of the within

Two hundred dollars in part of
J J Gales

Two hundred and ninety dollars
J J Gales

Two hundred & sixty dollars in part of
Thomas J Gales

of P. D Three hundred
of the within Bond.

Received
Thomas J Gales
J J Gales

Doley

7

Doley

2 Exhibits

filed with Rice

abound due P. L. Dohs of \$2337.85
due the 18 day of December 1848
1 payment made 8 July 1851 \$200
2 do made 1 day Aug 1851 290
3 do made 2 day of September 1851 \$360
4 do January 27th 1852 of \$350
5 do March 6 1852 of \$431
6 do about the 1 day of June 1852 of \$675 +

On demand I promise to pay or cause to be paid unto Innocent
S. Toles or his order the just & full sum of Eleven hundred &
fifty five dollars, current money of Virginia, it being a bill
= now due on Settlement. Witness my hand & Seal this 1st day
of March 1858. C

Patrick Toles, (Seal)
C

Given
E. E. Kitchin

The above is a true ^{copy} of the bond filed in Dist. "Toles v. Toles" depending in
Southampton Circuit Court - July 22. 1866.

Toles

G. R. Edwards Clk

\$15.00

On demand the 25 day of December 1852 I promise
to pay or cause to be paid unto Patrick Dals or his order
the just and full sum of fifteen dollars current money
of Virginia its being for the hire of a negro girl Meriah
this present year with girl I bind my self to keep and
return in good clothes Good Blantat & Exp witness my
hand and seal. This day of 1852

Demarest L. Dales

To } Note

\$198.19

Int 1 March \$773.97
1858

On or before the 11th day of June next we
Demas L. Dole do Promise and Oblige
ourselves our heirs &c to pay or cause to be paid
unto Patrick Dole Admt. of Caroline A M Griffin
Deed the just and full sum of one hundred
and thirty eight dollars and nineteen ——— cents current
money of Virginia for just Value recd as witness
our hands and seal this 11th day of Decr 1834

Our Patrick (Daher) & son of Caroline & Griffin Died.
thirty eight dollars & 23/100 a ball and for board this
year Dec. 13th 1857

D. L. Dole

In {amp}t

\$10.18 $\frac{3}{4}$

Oct 2.25

\$12.43 $\frac{3}{4}$

Int March \$4.47
1858

march 1st 1858 J D & Dole
Has settle in full with D Dole
for this account — J & Dole

Samuel L. Dole

1852

To Patrick Dole

Dr.

March 3 rd	To 1 bushel sugar 6/-	\$1.00
"	To 24 pounds of soap grease at 8/cents	1.92
"	To 6 pints & 1/2 brandy at 4/6 per gallon	0.86 2/3
"	To 1/2 bushel Irish potatoes at 8/3	0.68 2/3
April	To 3 quarts Brandy at 4/6 per gallon	0.54 1/2
June 4	To 3 gallons & 1 pint Brandy at 4/6 per gal.	2.35
"	To 3 bushels sugar peas at 4/6 per bushel	1.25
1853	To Cash received from Miss Cumis	0.87 1/2

\$16.18 3/4

March To 5 bushels oats at 45 cents

2.25 1/4

March, 1853 J. J. Dole Has settle with
P Dole the above account in full J L Dole

\$12.43 3/4

© L. Dols
Rd for
\$400.00

L.F. 1. March \$147.35
1858

March 1st 1858 J. J. Gales
Hasettle in full with P. Dols
For this receipt J. J. Gales

Received of Patrick Dole this 10 day of April 1852
the sum of four hundred dollars in part of
a bond that was given to me for a title the money
two thousand dollars that has been paid out for
Sutton Linn and some ad dollars —

March 1st 1852 J. D. Dole has settled with J. Dole
With J. Dole in full for this present

Patrick Doley

n. } native
 } to take up

Demetrius Doley

To 22 Feb 1869

Executed Feb. 11th. 1869
by leaving a copy at -
his house with a white
member of his family
over 16 years old and
explaining its purpose -
he being from home.

E. L. Story Dep't -
for G. Wells shiff

To Demarcus Coles

Take notice that I shall on the 22 day of February 1869, next, at
the store house of Mrs. C. Thomas, at ~~House~~ ^{Door} in ~~the~~
~~of Southampton County~~ between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of Patrick Dole, No. M. Dole,

_____ and others, to be read as evidence in my behalf, in a certain *chancery*
suit _____, depending in the Circuit Court of Southampton
County, wherein I am _____

_____ are plaintiffs, and you _____
_____ are defendants; and if from any cause the taking of the said
Depositions be not commenced on that day, or if commenced be not concluded on that day, the
taking of the same will be adjourned and continued from day to day or from time to time, at the
same place and between the same hours, until the same shall be completed.

Respectfully.

To the Sheriff of Southampton }
County to execute.

Patrick Dole,
by atty.

Executed by delivering a true
copy of the within to William
Wellons on the 27th of Sept
1869

Mills. B. Powell Es
for Frank Smith Shff

Also

as E. J. J.

Also

19 October 1869

THE COMMONWEALTH OF VIRGINIA.

Sole of Wright
To the Sheriff of Southampton County---Greeting:

WE COMMAND YOU to summon

Wm Wellons

to appear before ~~our~~

Serjeant a Justice of the Peace

~~in~~ Court of Southampton County, at the Court-House, on the

19th

day of

November

~~Term~~

next

to testify and the truth to speak in

behalf of

D. L. Diles

in a certain matter of controversy in our said Court, depending and undetermined, between

said D. L. Diles

Pat. Diles

plaintiff and

defendant and have then there this writ.

Witness,

Osmin White
LITTLETON R. EDWARDS, Clerk of our said Court

at the Court-House, this

20th

day of

Sept.

1869, in the

94th

year of the Commonwealth.

Osmin White

To injoin and prohibit the said Demareus Doles from prosecuting his suit at law now pending in the Circuit Court of South anderson County against the said Patrick Doles on a bond of \$1146. until the further order of the Court. But this injunction is not to take effect until the plaintiff shall confess judgment in the clerks office of the said Circuit Court before the clerk thereof for the demand of the said Demareus Doles according to the ^{debt} demand sued for in the said suit. & until the said Patrick Doles or some one for him shall execute a bond before the clerk of said Court in the penalty of \$2500 conditioned according to law

Teste J. R. Edwards bly

The plaintiff has executed bond & security & confessed judgment in conformity with the conditions upon which this injunction ~~was~~ is granted

J. R. Edwards bly

Doles

E. L. Story + J. R. Edwards

Doles

1868 February Rules

Executed June 28th.

1869 on D. L. Doles by

leaving a copy at his

house with a white man

bro of his family over

16 years old & explaining

its purpose, he being

from home.

E. L. Story Deft

for J. R. Edwards

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Southampton—GREETING:

We command you to summon *Demarcus Doles*

if *he* be found within your bailiwick, to appear at the Clerk's office of our ^{*Circuit*} court of Southampton County, at the Rules to be holden for the said court, on the first Monday in *February next to answer a bill* in *Chancery exhibited against him in our said Court by Patrick Doles*—
and this he 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 courthouse, this *25th* day of *December* A. D., 186 *8*, in the *93^d* year of the Commonwealth.

L. R. Edwards *cl*

Long Is.

boles

3

}

bees

boles

}

Nov Dec 1871

To be entered

Geo. B. Shaw.

60

192

219

3.12

5
Dobbs. Patrick Dobbs, having executed
his } this will, & R. M. Dobbs, having executed
Dobbs. as above with the will annexed - the
Court is satisfied in the matter of said will. And
that in any other cause coming on
the matter on the will, & that the
accumulation of profits and was urged
of Counsel - On consideration whereof the
Court with a quorum of said Court and a view
that the injunction awarded the Plaintiff
Robert M. Dobbs, on 22nd December 1868.
to restrain the Defendant from further
proceedings, in a suit instituted by him
against the Plaintiff, on 5th of Plaintiff.
bond, in the bill mentioned, in the Circuit
Court of South Carolina, be affirmed,
and that the Plaintiff pay to the Defendant
out the costs of this ^{Testator,} ~~Testator,~~
his ^{costs,} ~~costs,~~ and damages according to
law and that the Plaintiff be dismissed.

Dols

v } Stat. Rules

Dols

blk.

Law

5.12

15 00

20.12

In Southampton Circuit Court

Patrick Doles

Jeff

against
Demarcus Doles

Sept.

1868 Decr 22 Bill filed Injourn: awarded

" " 25 Process awarded

1869 Jan 21 Bond & Security given

" Feb Rules Sp: & Injourn ret: Executed D Nisi to left.

" Mar " Bill taken for Confessed

" June " Cause set for hearing &c

1871 Nov Injourn dissolved bill dismissed with costs P

108.

Kelly p. v

Patrick Doles

m } chz &
Injin

Demarcus Doles

Cir. Ct. Southern Co

100 89
Dols

v } Papers

Dols

To the Court in
vacation

1871, November

So. Hampton County