

1874 - 30

Southampton County Chancery

Jaynes, Jempy vs Selw, R M.

"Separation"

To stop salary

Real Property"

Robert M. Selw

Samuel Kella

William Outlaw

22 5 7 (45)

Insurance policy
adw

M } ch

Rev. M. Dole, Jr

Ci. Ct. Southw

Depositions

1869

Mar 13

To

L. R. Edwards, Clerk of Southampton
Circuit Court.
Jerusalem



~~585~~ 127 #15 107.95

Joyner
" Bill
Doleo Lc

1868 Dec. 6th Injow awarded

1869. Jan. R. Sp^o V^ont. Ex.
D. Nisi v^o 2^ofts.

Feb. Bill taken for Conf^o

Mar. Cause set for hearing

Mar. 6th Cause removed to Kir.
6th by consent.

Humbly complaining sheweth unto your
 Grace that in the year 1861
 being indebted to Robert M. Dole in the sum of \$600.00
 by bond due the 6th of March 1861 she executed to William
 Patton a deed for a certain tract of land lying in the
 County of Southampton, a negro man named Archer,
 & other personal property in trust to secure the
 payment of the said debt a copy of which deed is here
 with filed marked (A) and prayed to be taken as a
 part of this bill: and that a short time after the execution
 of the said deed she sold & delivered the said negro Archer
 to the said Robert M. Dole he agreeing to pay a fair
 price for him and that the said negro was at that
 time well worth \$1000, and that the said Dole said
 to her after he took possession of the said negro that the
 said sale had cancelled her debt to him though he
 did not then state the further fact which your Grace
 now charges & is ready to prove that he was then in-
 debted to her in at least the sum of \$200.00 which is
 now due & unpaid - That the said Patton having
 declined to act as trustee on motion of said Dole
 Samuel Kello was appointed by the Court of Court
 of Southampton as the trustee in the year 1868 in his stead
 to execute the said trust as will appear from a copy
 of the order of the said Court herewith filed marked (B)
 And that the said Kello has advertised the property
 mentioned in the said deed except the negro for sale on
 the 22^d of December 1868 notwithstanding your
 Grace does not owe one cent to the said Dole and
 notwithstanding the act of Assembly usually known
 as the slavery law prohibits sales under deed of trust
 for debts contracted prior to April 1865 - Your Grace

for the charges that the said property is of peculiar
& special value to her and that she could not be compen-
sated in damages therefor. In tender consideration
of all which and in as much as your Oration is with-
out remedy in the premises except in a Court of
Equity where matters of this kind are only cognizable
to the end therefore that justice may be done & ~~and~~
~~and therefore that justice may be done~~ she prays that
Robert M. Doles Samuel Kellogg Wm P. Kellogg may be
made Defs to this bill & required to answer the allega-
tions therein and that the said Kellogg his agents & attorneys
may be enjoined & restrained from further proceeding
to sell the property mentioned in this bill and that she
may be granted such other and general relief in the
premises as equity may dictate & as may please the
Court &c

for Plaintiff

Southampton County, to wit:

This day Lemuel Seymour the Plff in the above bill appeared
before me a Justice of the Peace for the said County and made oath
that the allegations contained in said bill are true.
Given under my hand this 21st day of Decr 1868
Wm H. Pickett Compt. Plff.

The answer of Wm Pickett to the bill of complaint
filed against him &c by Lemuel Seymour

This Deft answering saith that so far as has
any personal knowledge of the facts stated in
the bill they are true and having answered he
prays hence to be dismissed &c

Pickett for Deft

Seymour }
Doles &c }

On motion of the Plaintiff an injunction is awarded
to restrain the Defendants according to the prayer of
the bill from selling or otherwise disposing of the
property conveyed by the said Deft; but this order is to
be suspended until the Plaintiff or some one for her
shall enter into bond with approved security in the
penalty of \$50.00 conditioned to pay all costs & damages
which may be sustained by either of the Defendants
in case this injunction be dissolved

The answer of Robert M. Dole to a Bill in Chancery exhibited against him in the County Court of Southampton County, by Temperance Joyner.

This Respondent for answer to so much of said Bill as he is advised it is necessary and material for him to answer - answering says, That sometime about the month of February in the Year 1861, Wm H. Dicklow and probably H. S. Howard, acting under Needs of Trust executed by one Edward Joyner, sold his interest in a tract of Land in said County referred to in the Will, which formerly belonged to his father Dr. Joyner, and who by will had given said Land to his widow, the said Temperance, for life, and remainder to his son, the said Edward Joyner, and that at said sale one George H. Knicker purchased said Edward Joyner's interest. - That at the same sale - the remainder of said Edward Joyner in a negro man named Riches, was also sold (the said Temperance Joyner being also entitled under said will to said negro for life) and Robert M. Dole, your Respondent, became the purchaser at said sale at auction of the said Edward Joyner's interest in said slave - which was the slave subject to Mrs. Temperance Joyner's life right of said slave; and for which

interest from Respondent paid One hundred
and eighty-two dollars and fifty cents.

That on the same day, in a few moments
after said purchase, John Respondent proposed
to said Transference Joyce to sell her the right
he had purchased in said negro, which she then
declined to do.

That in a few weeks thereafter, said Edward
Joyce called on this Respondent with a message
purporting to be from his mother, said Transference
Joyce, saying that she would sell him her
interest (a life right) in said negro Dickie, and
if he would send her in addition enough money
to purchase the interest in the Land of George
H. Cardon, which he had bought, she would
give this Respondent a Deed of Trust on the
said Land and her chattel estate to secure the
Debt. To this arrangement John Respondent
was willing to agree, and on the 6th of March
1861, John Respondent in company with Alfred
P. Stephenson, a Justice of the Peace, went over
to said Mrs. Joyce's house to arrange the
trade. - John Respondent agreed to purchase
her interest in said negro Dickie, the price to
be fixed by arbitration, but in order to close
the contract, a Bill of Sale was executed, and
the nominal sum of \$400 expressed therein
as the consideration for her interest in said

negro to be afterwards freed by substitution.

That at that time (6th March 1861) the said negro Rachel was hired out to one Harrison, but about the first of May 1861 your Respondent obtained possession of said negro, and held him ever afterwards till set free by the late act.

The said Bill of sale was duly executed and recorded, and is filed with the deposition of your Respondent and there marked "B", and is now asked to be taken as part of this answer.

That on the same day (6th March 1861) your Respondent and Mrs. Joyce went to said George H. Gudroe's to see him about the Land - Mr. Gudroe agreed to sell her the interest he had bought in said Land for \$600, and your Respondent lent her the amount to pay for the Land, and she paid it over to said Gudroe therefor - Whereupon the said Temperance Joyce executed her Bond to your Respondent for \$600, to which George H. Gudroe is witness, - which Bond is filed with said deposition, and is marked "A" and is prayed to be taken as part of this answer - and in addition thereto the said Temperance Joyce executed a Deed of Trust on said Land and her Chattel estate to John H. McKim, Trustee for your Respondent, and which was duly recorded, and a copy of

which is filed with this answer and marked "D."

That it was agreed by and between your Respondent and said Temperance Joyce that whatever sum the arbitrators should allow her for her interest in said negro, should be credited to her.

That sometime after this arrangement, a suit was brought by W. H. Holloway Esq. as attorney for John Hundley against Edward Joyce and the said Temperance Joyce, wherein the said Temperance Joyce sent for your Respondent, and requested him to pay off said Debt for her, proposing that the amount should be deducted from whatever sum the arbitrators might allow her for her interest in said negro - to which your Respondent agreed as a favor to her, and accordingly paid the Debt, about \$137.

That the arbitration did not meet very soon, not until about November 1863, during the late war, when on the 2nd November 1863 your Respondent happening at the house of George H. Guidance, asked him to go to Mr. Joyce's with him, which he did, where your Respondent and Mr. Joyce signed a Bond submitting the same to arbitration as will be seen by said Bond filed with said deposition, and marked "E", and asked to be taken as

17

part of this ^{Answer.} ~~Matter~~. — Mrs Joyner appealed to
said George W. Girdner to act as her arbitrator,
which he at first declined, but finally con-
sented, and Your Respondent selected Al-
fred T. Stephenson, a highly respectable cit-
izen, as was Mr. Girdner, with which selec-
tion Mrs Joyner expressed herself as well
pleased. — These arbitrators met very soon
thereafter at Mr. Girdner's house, with the
parties being present, they knowing the negro
and Mrs Joyner and all the facts, and fixed
the price Your Respondent was to pay to
Mrs Joyner for her life right of said negro
Achee at \$335³⁸ from which they deduct-
ed, as previously agreed on by Mrs Joyner, the
sum of \$137. paid by Your Respondent as
above, and credited the balance of \$196.54
on said Bond of \$600 as of the 1st April 1861,
intending to place the credit of said Bond
back to its date when the original Contract
was made so as to stop Interest. — The ^{Receipt} ~~was~~
for \$137 above ^{alluded to} ~~was~~ ^{not} before them at the time, and they
guessed at the date as being about the 1st
of April 1861.

Your Respondent denies that the value
of said negro at the day of the purchase of
Edward Joyner's Interest had anything to do
with the value of Mrs Joyner's life right,

Yours Respectful Denial that the Robt Co
him was cancelled as charged in the Bill

by the sale of said life Interest, and denies
that he owes said Temperance Joyner any-
thing.

That it is true said Tom H. McKim; the
Trustee in said deed refused to act after
he became Counsel for said Temperance Joy-
ner, and your Respondent had to go to the
expense of having another one appointed.

Your Respondent in conclusion says that
in this whole transaction he has acted the
part of said Mrs. Joyner's friend, lending
her the money without charge except
simple Interest, to purchase the reversion
in a farm which she held for life, an
arrangement good for her - he has paid
her the full value of her Interest in said
negro though worth less at the time (Nov.
1863) in consequence of the war, and now
when he seeks to obtain his just dues, is
met with a suit and injunction, which
for the time being enables said Temperance
Joyner to hold the Land and other estate
and your Respondent's money also - using
the same and paying nothing - all
which your Respondent prays may be
corrected in this Court - That the injunc-
tion awarded in this case may be dis-
solved, and he be permitted to sell under

Said Debt, and have his Debt made ac-
cording to Law - and that right and
justice may be done.

And having answered, prays
hence to be dismissed, &c.
Robert M. Dole

Southampton County to wit

I, Willis Bradshaw a Justice of
the peace in and for said County do certify
that Ro. M. Dole whose name is signed to
the foregoing answer, personally appeared
before me in said County & made oath
that the foregoing answer contains the
truth to the best of his knowledge.

Given under my hand this 21st
day of February 1869.

Willis Bradshaw J.P.

Joyner }
" }
Doles }

Answer of
Rev. M. Doles
Julius May 1871.

Joyner }
vs } Lums.
Dolis }

Executed, on Robt.
M. Dolis Feb. 27th
1869 by leaving a
copy at his house
with a white member
of his family over
16 years old and ex-
plaining its purport
he being from home.

E. L. Story & M
for G. Kellochff.

To Rot In Dotes

TAKE NOTICE, That on the 13th day of March 1869 between the hours
of sunrise and sunset, at the Court House of Loudon County
County

9 shall proceed to take the depositions of certain witnesses to be used as evidence, for me, in a suit now
pending in the Circuit Court, for the County of Loudon
in which I am Plaintiff and you are Defendant

And if from any cause the taking of the said depositions shall not be commenced, or being commenced
should not be completed on that day, the taking of the same will be adjourned from time to time, until
the said depositions shall be completed.

Testimony
of Robert Lee & W. H. Henshaw
attys.

At a Court held for the County of Southampton on the 18 day of May 1868
On the motion of R. M. Diles, it is ordered that Samuel Kello be appointed
trustee in a Deed of trust executed on 6 day of March 1868 by Temperance
Soyner to Wm H Proctor Trustee, in the place of Wm H Proctor who declines
to act.

A Copy -

Teste, O. White Ck

(Copy)

Soyner
To } D. Trust
Diles Trustee

This deed made the 6th day of March 1864, between Tempy Joyner of the first part and William Fretlow of the second part, Witnesses, that the said Tempy Joyner doth grant unto the said William Fretlow all her right, title and interest in a certain tract or parcel of land lying in the County of Southampton and State of Virginia, formerly the land belonging to Jeremiah Joyner deceased and containing one hundred and thirty five acres, be the same more or less and bounded as follows on the North by Black Creek swamp, on the East by the land of John Camp, on the South by the lands of Eley Joyner dec^d and Joseph Turner, on the West by the lands of Zachary Doyal. Also her right to a negro man named Archer, one horse, yoke of oxen, stock of hogs, cattle and sheep, household and kitchen furniture and interest in this years hire of Archer. in trust to secure Robert M Dodes one bond due the 6th day of March 1864, for the sum of six hundred dollars. —

As Witness the following Signatures and Seals the day and date above written —

Witnesses.

Geo H. Gardner

William V. Turner.

Tempy ^{her} Joyner (Seal)
mark (Seal)

Southampton County. In the Clerk's Office March 18. 1864

This deed of trust was proved as to Tempy Joyner, a party thereto, by the oaths of Geo. H. Gardner and William V. Turner, the subscribing witnesses thereto, and admitted to record —

Teste,

L. R. Edwards Clk

A. Coffey —

Teste. J. White Clk

March 14th 1868

Not having signed it
did not mention within
I decline to act as
Treasurer

Wm H. Bellows

To Wm H. Prettow Esq.

Trustee to a deed executed
by Temperance Jozner to you for my
benefit.

You will proceed without delay
to see the property conveyed by said deed
of Trust, and to execute the deed
in all respects according to Law

Do. Wm. Doli,
by John R. Kelly atty
17 Mar. 1868.

The clerk will
copy the record
of Trusts

Temperance Ingers
to Prutton Trust
for Dues, & file
in the Beer,
as Exhibit A &

also copy the
order of ex. removing
Prutton as trustee
substituting same

Records & file
with Beer & make
Exhibit B.

Syner

in

W. D. L.

Filed Oct. 19 7874

Report of Wm W Briggs
of payments

In Obedience to a Decree of the Circuit
Court of Southampton, ^{made at the May Term 1872} in the Chancery Suit of
Joynt against Doles, I Collected the three
bonds Executed by Silasiah Lewis, for the pur-
chase of the Tract of Land in the proceedings
mentioned, and paid the proceeds of Sale to
Robert W. Doles as directed by said decree, as per
his receipts herewith returned. I also Executed
to said Lewis a Deed for said Land with
Special Warranty.

Respectfully Submitted
W. L. Briggs Comy

Oct. 19th 1874

St. Louis Circuit Court. May Term 1872.

Temperance Jagers
against
R. M. Jolly &c.

Plff. }
Def. } Substantive

This cause came on this day to be again heard in the papers formerly read and on the Report of W. W. Briggs Sheriff and Jurymen, made pursuant to the Order of May Term 1871, of this Court - to which Report there is no Exception, and was argued by Counsel; on Consideration whereof the Court doth Confirm the said Report, and the Court by Consent of parties deciding that R. M. Jolly is entitled to receive the proceeds of the Land of Temperance Jagers, sold by said Briggs as aforesaid in part of the debt due by said Temperance Jagers to said R. M. Jolly, doth adjudge Order and decree that the said W. W. Briggs Sheriff and Jurymen aforesaid, receive of the Clerk of this Court the same Bonds of S. Lewis filed with his said Report each for \$133.33^{cts} and collect the same when due, and Make to said Lewis a Deed with Special warranty for the real estate sold herein - And the said S. Lewis is at liberty to pay the said Bonds before the Credit thereof shall expire, and in which event the said Interest thereon to cease when paid; And the Court doth further adjudge, Order and decree, that the said W. W. Briggs Sheriff and Jurymen aforesaid, out of the proceeds of said Bonds pay any Costs that may remain unpaid including @ for of \$10. to Plaintiff's Attorney, and the residue pay to said R. M. Jolly in part of his demand against said Temperance Jagers, and Make Report to Court.

Clks. Cash

\$ 5.46

Attest
Jury

James R. Tyler, Clks.

Rec November 13th 1833 of W L Briggs
Commissioner for the Sale of Temperance
Sayer Land a sight draft on Wm H
Morris & sons for one hundred forty three
+ 3/100 dollars Robert M Dole

Rec October 19th 1834 of W L Briggs Commissioner
for Sale of Temperance Sayer Land one hundred
+ fifty seven + 3/100 dollars in full of Amount due
the from Sale of said Land Robert M Dole

Joyner } Copy done
Dole

Rec^d October 21st 1832 of Wm Duggis
Commissioner for sale of Temperance Jayners
Land a sight draft on Wm Duggis
Pay for one hundred forty & 45/100 dollars
Robt Mc Dole

Joyner

2 { Infow: bond

Dols

Now all men by these presents that we Tempy Joyner & John
Lewis

are held and firmly bound unto the Commonwealth of Virginia
in the just and full sum of fifty dollars
to the payment of which well and truly to be made we bind ourselves our heirs executors
and administrators jointly and severally firmly by these presents. Sealed with our
Seals and dated this 21st day of December A.D. 1868

The Condition of the above obligation is such that whereas the above bound
Tempy Joyner ~~has~~ obtained from the County Court of South-
ampton County on the 21st day of December 1868 an Injunction to enjoin
and inhibit Samuel Kello Trustee from proceeding to sell under a certain deed of
Trust executed on the 6th day of March 1861 by the above bound Tempy
Joyner to secure a debt due Rob^t. M. Dole and recorded in the County Court of
Southampton on the 18th day of March 1861, unto the further order
of the Court. Now if the said Tempy Joyner shall pay and satisfy all such
costs and damages as may be awarded against her or sustained by the said Rob^t. M.
Dole in case the said injunction be dissolved then the above obligation to be void
or else to remain in full force and virtue.

Tempy ^{her} Joyner (Seal)
mark
John ^{his} Lewis (Seal)
mark

Joyner
is } Copy done

Dols

Dorchester Circuit Court, November Term 1870.

Temperance Jagers?
against
Robert M. Tobes Jr.

Plff
Defts
Sub Chancery

It appearing to the Court that the Plaintiff Temperance Jagers?
has died and Yachariah Doyle, has become the personal Repre-
sentative - It is Ordered that this suit hereafter proceed and be
prosecuted in the name of said Yachariah Doyle adm. of
Temperance Jagers? decd - and it is Ordered that the parties to this
suit be allowed till the first of April next to take
further Depositions in this case.

And it is Ordered that the said Doyle as administrator
aforesaid, make a Report showing his transacting as such
Administrator, and find what sums and moneys in
his hands have been received, and the case is Conclu-
ded.

Attest
J. C. Doyle

James R. Doyle, D. C.
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COMMISSIONER'S OFFICE,

Jerusalem, *apl 4th*

1871

To

Robert M. Doles
Zachariah Dyal adm- of
Temperance Society

Deft
Plff

against

Robert M. Doles

Deft

. You are hereby notified that I have fixed upon the *10th* day of *April* next, if fair, if not, on the next fair day thereafter, (Sunday excepted,) to take and settle, at my office, the following accounts, to wit:

That Zachariah Dyal make a report
of his transactions as administrator of Temperance
Society, and from what sums any moneys in his
hands have been received &c

required to be taken by a decree of Southampton Circuit Court, rendered on the _____ day of *November Term* 1870, in a suit in Chancery, depending in said Court, in which you are parties, plaintiffs, and defendants; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid.

James R. Tyler

Commissioner.

To the Sheriff of Southampton County to execute.

The Estate of Temperance Joyner Dec'd
In account with Zachariah Doyal, her Executor

1869			Dr	Cr
Nov 12	By Amount sales of personal property	\$		\$ 74 39
Aug 3	To paid Mr Johnson for Coffin		8 00	
23	" paid S. Lewis	acct	1 80	
"	" paid Mrs S. Rowe	liens	2 00	
1870	" paid Appraisers		3 00	
June	" paid for Copying Will		30	
"	" paid Clerks Tickets		6 06	
"	" paid Zack Doyal		3 00	
"	" paid Taxes for 1865 & 66 & 67		15 60	
"	" paid Taxes for 1869		8 38	
"	" paid Clerks for recording acct sales		1 00	
"	" paid attorney fee		15 00	
"	" paid Clerk for recording this acct retained		1 00	
"	" Commissioners fee for this acct & copy		3 00	
"	" Commissions		6 25	

74 39 \$ 74 39

Respectfully Submitted,

James A. Tyler, Commissioner

Commissioner's Office
Jerusalem April 20th 1871

To the Circuit Court of Southampton County:

Pursuant to a decree of the Circuit Court of Southampton County rendered at the November Term 1870 in a suit in Chancery depending in the said Court between Zachariah Doyal and Robert M. Doles the undersigned one of the Commissioners of the said Court to whom was referred for settlement by said decree the following account that Zachariah Doyal make a report of his transactions as administrator of Temperance Sawyer dec'd and from what source any moneys in his hands have been received &c. reports to the Court that on the 4th day of April 1871 he issued notices against the several parties aforesaid requiring them to attend the settlement of the said account before him at his said office on the 10th day of April which were returned to your Commissioner duly executed that the parties aforesaid appeared before the Commissioner in obedience to the said notices and he thereupon examined stated and settled the foregoing account of the said administrator ~~at to the~~ and finds nothing due to the said Est. The Commissioner reports specially that the administrator has not received any moneys from any source other than what have been reported in the account of sales. The Commissioner further reports to the Court that after the completion of the said account he retained the same in his office ten days for the examination of the parties which with the decrees and notices are herewith returned.

Given under my hand as Commissioner aforesaid the day and year first aforesaid.

James R. Tyler
Comm.

Commis: for issuing notices
& making report \$2.50
Chg'd to Plff.

Rec'd October 21st 1872 of the Clerk of the
Circuit Court Three Bonds Executed by S
Lewis for \$133.33 each

Wm Briggs Com

9
Dayner
in of Reports
books

1872 May

1872 May 2

In Obedience to a Decree of the Circuit
Court of Southampton County in the Chancery
Suit of Tempy Jayner against Robert M. Dole,
Solruss, I advertised according to directions
of said decree the Tract of Land in the
Proceedings mentioned containing one hun-
dred & thirty five acres belonging to Tempy
Jayner, and sold the same to the highest
bidder in the Town of Jerusalem on the 16th
day of October 1871, And at the sale so
made Salathiel Lewis became the purchaser
by bidding therefor the sum of Five Hundred
dollars; and paid in Cash one Hundred
dollars; And Executed to me as Commissioner
his three bonds for \$133.33 each payable
one two & three years after date, carrying
interest from date, which bonds are
herewith returned with this Report; and
out of the one Hundred dollars received
in Cash I paid Costs of Suit & Expenses the
~~Deeds~~ ^{also} ~~add~~ ~~to~~ R M Dole, \$68.39 which
was balance left in my hands, and took
his receipt therefor, which receipt is herewith
returned with this Report

W. L. Driggs Comr

Rec^d March 19th 1872 of W C Briggs
Sheriff & Commissioner in the Chancery suit
of Sawyer against Dole Sixty eight & 39/100
dollars is being amount of balance after
paying costs of suit. Robert M Dole

To enjoin and restrain the Defendants, according to the prayer of the bill, from selling or otherwise disposing of the property conveyed by the deed in the bill referred to until the further order of the Court - The plaintiff having given bond with approved security in the penalty of \$50. conditioned to pay all costs and damages which may be sustained by either of the parties Defendants in case this injunction be dissolved.

Teste

L. R. Edwards Secy

Doynor

Spa. & Engd

Dols &

1869 January Rules

Executed Jan 1st.

1869 on all the
within named per-
sons by delivering a
copy to each.

E. L. Story Depy

for S. Wells off

130
50
140
340

964 375

51

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Southampton—GREETING:

We command you to summon

Robert M Dole. Samuel Kello. & Wm. Prichard

if *they* be found within your bailiwick, to appear at the Clerk's office of our court of Southampton County, at the Rules to be holden for the said court, on the first Monday in *January next to answer a bill* in Chancery exhibited against them in our said Court by *Temple Joyner*—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 courthouse, this *21st* day of *December* A. D., 1868, in the *9th* year of the Commonwealth.

L. R. Edwards *cl*

the contract and should both parties abide
by the contract - then the aforementioned obligation
to be void and no effect



Mrs. Lemmy Poyrum
and
Dr R. M. Doles

[Signature]

Exhibit C. filed with Dr.
Doles' dep.

W. Giffins

3000
500
1000
500
4000
9000

60
— 1001
— 1001

On demand we promise to pay to George H Gardner
and A J Stephenson Arbitrators between Tempy Joyner
and Robt Mc Dole the just and full sum of five
hundred dollars of currency it being for just value
received as witness our hands and seals this the
2nd day of November 1863

Geo H Gardner }

Tempy Joyner ^{her} ~~from~~ ^{seal}
Robert Mc Dole - ^{seal}

The condition of the above obligation is such
that whereas Tempy Joyner and Robt Mc Dole have
chosen George H Gardner and A J Stephenson Arbitrators
with powers to call in the third person should
they fail to agree to settle finally and con-
sider the amount of money that the said
Robt Mc Dole is to pay to Tempy Joyner for
her life interest in a negro man Samuel Archer
and both the above mentioned parties Tempy
Joyner and Robt Mc Dole have agreed that
the amount agreed upon by the aforesaid Arbitrators
shall be binding and legal now should either
the above mentioned Tempy Joyner or Robert Mc
Dole violate the above mentioned agreement
then the aforesaid George H Gardner and A J
Stephenson shall recover from Tempy Joyner or
Robert Mc Dole either violating the contract
~~and the sum of five hundred dollars~~
~~and pay out of the party violating and~~
pay it over to the other party abiding by

To Temperance Logner

Take notice that I shall on the 12th day of March 1869, next, at
the residence of Jas. G. Jones in South-
ampton County between the hours of 8 a. m. and 6 p. m. of that day, proceed to
take the Depositions of Alfred J. Stephenson, Geo. H. Gardner
and others, to be read as evidence in my behalf, in a certain suil
in chancery, depending in the Circuit Court of Southampton
County, wherein you
are plaintiffs, and I am

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.

Ro. M. Dole,
By ally

Ro. m. Dole,

at Jentice

Impurance Jzner

To 12 March 1869

Executed Feb. 27th 1869
on Impurance Jzner
by delivering her a copy.

E. L. Story Sept-

for S. Kellys Claff

Executed & enclosed

me by mail

J. R. Kelly

BB 41

Joyner

to } B. Lale

D. Lale

Exhibit "B" filed with R. Lale's
deposition

H. Griffin

Received of R. M. Ddes four hundred dollars in full payment of
my interest for in a negroman named Archer. the title to the said
negro I warrant and further warrant said negro to be, sound and healthy -
As witness my hand and Seal this the 6. day of March 1861

Temperance ^{her} Joyner (Seal)
marked

Southampton County to wit.

I Alfred T. Stephenson a justice of the Peace
for the County aforesaid and State of Virginia, do certify that Temper Joyner
whose name is signed to the writing above bearing date the 6th day of March
1861, has acknowledged the same before me in my County aforesaid
Given under my hand this the 4 day of April 1861.

Alfred T. Stephenson J. P.

Southampton County In the Clerks Office, April 4 1861
This deed of bargain and sale was presented and together with the certificate
of the acknowledgment of Temper Joyner a party thereto, was admitted to
record.

Teste

L. R. Edwards cv

Copy

Teste

L. R. Edwards cv

(1)

Depositions taken at Dor in the County of Southampton, on the 12th day of March 1869, between the hours of 8 a.m. and 6 p.m. of that day, to be read as evidence in a Chancery cause pending in the Circuit Court of said County, wherein Temperance Jozner is the plaintiff and Robt. M. Doles is the defendant, taken pursuant to the annexed notice (being changed from Jan. 5. Jozner's residence to Dor by consent of parties) -

Robert M. Doles being duly sworn deposes and says as is set forth in his answers below.

141 Question by John R. Kelly Atty. for Robt. M. Doles.

Will you state what the consideration of a Bond for \$600 executed by Temperance Jozner to you on 6th March 1861, was for and is the Bond now shown you marked "A" that Bond, is Temperance Jozner the same as Temperance Jozner - State also all your dealings with said Temperance Jozner relative to the purchase of the life right of said Jozner in negro Archer and every circumstance connected with the transactions with said Jozner.

Answer.

The bond shown is marked "A"

and annexed hereto executed by Tempy Joyner on 6th March 1861. to me for \$600⁰⁰ in money loaned her for the purpose of purchasing of Geo. H. Gardner a tract of land purchased by him at a sale made by W^m H. Pullow as trustee for Edward Joyner subject to the dower of said Tempy Joyner. Temperance Joyner is the same as Tempy Joyner.

The circumstances relative to my purchase of her interest in negro Archer are as follows: The boy Archer was held for life by W^m Tempy Joyner under the will of her husband, Jeremiah Joyner, and at her death, the negro belonged to her son Edward Joyner. The reversionary interest of said Edward Joyner in said negro Archer sold by W^m H. Pullow, trustee, and purchased by me for (\$182⁰⁰) One hundred and eighty two dollars and fifty cents. On the same day in ten minutes after my purchase or thereabouts, I proposed to sell my interest to her in said negro - or to purchase her interest in the same - which she declined to do at that time. After this conversation (within a few weeks) her son Edward called on me with a message purporting to be from his mother, said Tempy Joyner, saying that she would sell to me her interest in said negro Archer and also convey her other property to me for money

Enough to purchase from Mr. Gardner the land
which he had purchased. After this conversation
to wit: on 6th March, ¹⁸⁶¹ I, in company with Mr.
Alfred T. Stephenson, a justice of the peace, ^{whom I requested to go with me} knowing
that she was incapable of transacting business
because she could neither read nor write, for
the purpose of explaining the transaction to her.
After seeing her, I agreed upon the purchasing
of her interest in said negro - and she executed
to me a bill of sale therefor, a copy of which is
annexed marked "B" - in which the sum of
\$400 ⁰⁰ is named as the consideration - but with
the distinct understanding that the price which I
was to pay should be fixed by arbitrators - one
to be selected by me, one by herself. Whereupon
the bill of sale was duly acknowledged by her
before the said A. T. Stephenson, a justice of the
peace. On the same day, I and Mrs. Joyner went
at Mr. Gardner's by agreement to arrange the
business about paying for the land. Mr. Gardner
sold Mrs. Joyner the land referred to - and I paid
Mr. Gardner \$600 ⁰⁰ for her ~~interest~~ - being the
amount she gave Mr. Gardner for the land - and
which I paid Mr. Gardner at her request - and
took her bond therefor, marked "A" above referred
to. Whereupon Mr. Gardner executed to her a
deed for the land - and she executed to me the
deed of trust referred to in this suit. The bond

of 66
\$600⁰⁰ aforesaid was to be credited with
whatever amount the arbitrators should fix
as the sum for me to pay her, for her interest
in said negro Archer. Some time after
this during the same year, a suit was brought
by W^m H. Putlow, Esq. for John Handley against
the said Edward Joyner and ~~his~~ mother, the said
Tempy Joyner. Mrs. Joyner sent for me and
asked me to pay off the debt for her, proposing
that the amount should be deducted from
whatever sum the arbitrators might allow
her for her interest in said negro. I accord-
ingly paid the same to W^r Putlow, Atty. afore-
said - amount being 137 dollars and some
cents as near as I can recollect. Mrs.
Joyner selected W^r Geo. H. Gardner and I selected
W^r Alfred T. Stephenson as arbitrators to fix
the amount I was to pay her for her interest
in said negro - and ~~we~~ ~~both~~ signed the paper
marked "C", and handed it to W^r Gardner to
take to W^{rs} Joyner to explain to her and to be
executed. Accordingly, these arbitrators met,
and fixed the amount I was to pay her
for the negro at \$333 ³³/₁₀₀ - from which sum
as reported to me, and acquiesced by me, the
sum of 137 dollars and some cents was deducted
and the balance of \$196 ⁵⁴/₁₀₀ was credited on the
bond aforesaid of \$600⁰⁰ according to our agreement.

Thus the matter between me and Mrs. Joyner has stood until I attempted to collect the debt by the sale of the property conveyed to me by the proceedings in this case. For the services rendered Mrs. Joyner in these transactions, I have never charged her anything except simple interest, which she agreed to pay annually and did not.

(3) (W. H. Putlow, Esq. Atty for Mrs. Joyner excepts to so much of the foregoing answer as undertakes to explain by oral testimony the sealed instruments referred to herein.)

1st Question by W. H. Putlow Deponent's Counsel.

What is Mrs. Lempy Joyner's age?

Answer.

I suppose she is nearly seventy years of age.

2nd Question by same. Do you not consider Mrs.

Lempy Joyner exceedingly ignorant and totally unfit for the transaction of any business?

Answer — I knowing nothing of her condition at present, nor for the last 2 or 3 years. At the time (March 1861) I considered her as capable of transacting business as the generality of uneducated women. On the 2nd November 1863 (date of Arbitration bond) I considered her perfectly competent to transact business, because she repeated

the particulars of our contract as above referred to in my deposition.

3rd Question by same. Were you not the family physician of Mrs. Tempy Joyner at or about the date of the bond spoken of in this suit?

Answer - I think I was.

4th Question by same. Were Mrs. Joyner's associations in life (whom you state was altogether unlettered) such as would be calculated to give her any idea of business transactions?

Answer - I do not know what her associations were. She went but little from home - but lived in a family who could read and write.

5th Question by same - Did not Wm. W. Briggs offer Mrs. Tempy Joyner the sum of 1000 dollars for the boy Archer, mentioned in the suit, on the day that you purchased ~~that~~ reversion in said negro from Wm. H. Pettow, trustee, for \$182 ⁵⁰/₁₀₀?

Answer - I heard nothing of any such offer on that day - but Mr. Briggs did offer me after the execution of the bill of sale (which was ^{dated} the 6th of March) referred to in my answer in chief, the sum of 1050 dollars, which I refused to take - Briggs saying at the same time that he didn't want him unless he could get both rights, he not knowing that I possessed both rights. The reason that I did not wish to sell, was that I had promised the boy not to sell him.

6th Question by same - Did you go to Mrs. Joyner's on the morning after the sale? If so, on any business connected with the sale of the negro? or, was it not to prevent Mrs. Joyner from effecting a sale of said negro Archer?

Answer - I did - I went there for no such purpose, but went for my father to measure some corn & bring home some sheep purchased at the sale by my father - I did not go on any business of my own.

7th Question by same - In whose possession did the boy Archer remain from date of sale to date of arbitration - being the 2nd November 1863?

Answer. Part of the time with me - and part of the time with Mrs. Joyner. He was hired by Mrs. Joyner to Dr. Persons of Greenville before I bought him - and I only succeeded in getting possession of him about the 1st May 1864. From that time, he remained in mine.

8th Question - Did you not carry Archer home with you the day after sale; or, did not Archer go to your house on that day?

Answer - I neither carried him home - nor did he go to my knowledge on that day.

9th Question - Who received the hire of Archer from Dr. Persons?

Answer - Mr. Edward Joyner received it - and he said it was for his mother.

10th Question - Who received the hires of
Archer from ^{the day of sale} 1861 to November 2nd 1863?

Answer - ~~From~~ ^{Previous to} May 1861 - Edward Loynes
received his hire for his mother as I have
said above - After May 1861, he worked part of
the time on my farm - part of the time elsewhere,
but all the time, under my control.

Examination resumed by J. H. Kilby, Defendants' Counsel.

Question - When the arbitrators met on 2nd November
1863, and fixed their award - and deducted therefrom
the sum of 187 dollars as above referred to - was the
remainder of the award to wit: \$196⁵⁴ Credited on
the said bond as of the date of 1st April 1861, and why?

Answer - It was, and explained to me by the
Arbitrators that they intended to place the credit
about the date of the original contract.
And further this deponent saith not.

Robert McDoles

Alfred J. Stephenson being duly sworn says as it set forth in the answers below:

1st Question by J. R. Kelly, Defendant's Counsel.

State all you may know as to the sale by Mrs. Lempy Joyner to Rob^t. M. Doles of her interest in negro Archer - and of the execution of the bill of sale of the 6th March 1861 - and of the arbitration as to his value - and how the same was appropriated - and all you know relative to the transaction.

Answer - I was called upon by Dr. R. M. Doles on the 6th March 1861, to go with him to Mrs. Lempy Joyner's to explain to her the nature of the bill of sale and to take her acknowledgment as a justice. On getting there, she said she desired to sell her interest in said negro Archer to said R. M. Doles to enable him to buy the land referred to of Mr. G. R. Gardner. The sale was agreed upon in my presence, after explaining to her the bill of sale. The price named in the bill of sale was 400 dollars, though no money was then paid. And whilst that sum was named, it was agreed between them that the actual sum to be paid should be left to arbitration. He signed the bill of sale, and acknowledged it before me, and we left.

Some time in November 1861, I was called upon by said Dr. R. M. Doles, to act as arbitrator to fix the amount he was to pay Mrs. Joyner for her interest in said negro - he informing me at the time, that Mr. George Gardner had been selected by her for the same purpose - I and Mr. Gardner met at Mr.

Gardner's house and we proceeded to fix the amount that Dr. Doles should pay her for the said interest - which ^{we} fixed at \$333 ³³/₁₀₀ - from which amount we deducted about 137 dollars which Dr. Doles had paid W^m H. Pellow, Atty for John Handley and for which Mrs. Joyner was responsible as security for her son Edward - and the balance of \$196 ⁵⁴/₁₀₀ was credited on the bond of 600 dollars aforesaid as of the 1st April 1861. The reason why we placed the credit as of that date was, in order to stop the interest on Mrs. Joyner's note from about the date of her original contract. The exact date of the original contract was not then recollected by us as the bill of sale was not before us at the time

2nd Question by Same - On the 6th March 1861, was Mrs. Joyner competent to make the contract referred to.

Answer -

I think she was -

Cross-examined by W^m H. Pellow, Atty for Mrs -
Tempy Joyner -

1st Question. Previous to and up to the time of the sale of Edward Joyner's reversion in boy Archer, were you well acquainted with Mrs. Tempy Joyner? and could you speak from your own knowledge as to her competency ^{or in competency} of making contracts for herself? -

Answer - I was not very well acquainted with her, but knew her when I saw her - Up to that time, I never had any business transactions with her - nor never saw her transact any business.

2nd Question by same - Who beside Mr. Gardner was present with you at Mr. Gardner's house when the question of Arbitration was settled?

Answer - No person was present but Mr. Gardner and myself -

3rd Question by same - Had you ever heard Dr. Dole state that he had been offered 1050 dollars for the boy Archer by Wm. W. Briggs?

Answer - I have never heard him say so until in his deposition to-day.

4th Question by same. Did you not as one of the arbitrators in so grave a matter as involved the house and home of Mrs. Tempy Joyner think it very singular that Mrs. Joyner should not have been present? (Objected to by Defendants counsel) -

Answer - In the first place I did not think it involved the house & home of Mrs. Tempy Joyner, in the second place, I did not think it singular.

5th Question - Do you remember of having, at any time, had a conversation with Mrs. Joyner save the time she acknowledged the bill of sale before me, which I explained to her.

Answer - I've had no conversation with her on

business except the one referred to - and nothing
ever passed between us except the usual civilities
of life.

And further this deponent saith not.

Alfred T. Stephenson

George H. Gardner being duly sworn, says as
is set forth in the answers below.

1st Question by J. R. Kilby, Defendant's counsel.

State all you may know as to the sale of by Mrs
Tempy Joyner to Rob^t M. Doles of her interest in
negro Archer and of the execution of the bill of
sale of 6th March 1861 and of the arbitration bond
of 3rd November 1863 and of ^{your} ~~his~~ actions thereunder
and how the proceeds were appropriated and all
you know of the transactions referred to.

Answer - I know nothing of the execution of the bill
of sale. About 3rd November 1863 Dr. R. Doles called
by my house and asked me to walk with him to
Mrs. Joyner's to see about the settlement of her interest
in negro Archer. I accordingly went with him - and we
found Mrs. Joyner in the field gathering beans. The matter
was discussed between them and finally the arbitrators
agreed to be selected - when Mrs. Joyner selected me - I con-
sented to serve after several denials. She and Dr. Doles
signed the arbitration bond, and I witnessed it - but whether

~~it is a true and correct copy of the original~~

(4)

at my house or hers I dont recollect. Dr. Doles selected as the other arbitrator, Mr. Alfred J. Stephenson and told her so - when she said that he was good man and was willing to trust him. Some time thereafter Mr. Stephenson met at my house and we considered the matter and fixed the amount to be paid her by Dr. Doles for her interest in negro Andrew at $33\frac{33}{100}$ - I dont remember distinctly, but I think that part went to pay a claim Dr. Doles had paid for her - and the balance placed as a credit on the bond of 600 dollars.

2nd Question by same. Did Dr. Doles pay you 600 dollars for Mrs. Joyner for a tract of land sold by you to her - and was the bond of Mrs. Joyner of 6th March 1861 and witnessed by you given for the amount loaned her by Dr. Doles - and was Mrs. Joyner competent to make contracts?

Answer - Dr. Doles did pay me 600 dollars for Mrs. Joyner for land I had sold her. The said bond was executed by Mrs. Joyner to Dr. Doles for the money thus loaned her, which was witnessed by me - and I think she was competent though an illiterate woman.

3rd Question by same. Was the borrowing of the said sum of money by her of Dr. Doles and investing it in land and a home for herself, a judicious arrangement for her?

Answer - I think so, as she owned a dower in the same tract and wanted the remainder.

Cross-examined by W^m H. Pritlow, atty for Mrs.
Tempty Joyner.

1st Question by him - How long have you been ac-
quainted with Mrs. Tempty Joyner - and is she
not in the neighborhood considered very igno-
rant?

Answer - I have lived near her since 1846 and
saw her several times during the ^{time} ~~year~~ - and
I don't consider her more ignorant than any other
illiterate woman of her extreme age.

2nd Question by same. What conversation occurred be-
tween you and Mrs. Tempty Joyner on the day that you
purchased the land in reference to her purchase
from you; or, whether you knew on that day or before
that Mrs. Joyner wished to purchase the land?

(Excepted to by Defendant's Counsel)

Answer - If there was any conversation on that
day between Mrs. Joyner & myself, I don't recollect it - and
~~didn't~~ ^{didn't} remember her wishes on the subject.

3rd Question by same. Who ^{first} asked you to go to Mrs.
Joyner's to see her about your being selected as
her arbitrator in settling the question of the value
of the boy Archer? I was not asked at all until
I got there in regard to being selected as arbitrator.
I was asked by Dr. Doles to walk with him over to
Mrs. Joyner's. Dr. Doles being my family physician,
was at my house at the time. Dr. Doles said nothing
to me when going over to Mrs. Joyner's about the business ex-

cept that Mrs. Joyner had sent for ^{him} ~~her~~ to come over to her house.

4th Question by same - Did you know the boy Archer, and what would you have considered a fair value for him about the time of the sale - and do you know anything of Mr. Wm Briggs' or any one else's offer of a thousand dollars for said boy to Mrs. Joyner?

Answer - I did know Archer well - I suppose the boy free of claims would have brought a thousand dollars - and except from what I have heard, know nothing of the offers made Mrs. Joyner.

Examination resumed by J. R. Kilby Defendant's Counsel - Question - Did Dr. Doles charge Mrs. Joyner anything over simple interest for the 600 dollars he loaned her?

Answer - He did not - as the amount he loaned her was paid over to me for the bond.

Question by same. Because Dr. Doles asked you to go with him to Mrs. Joyner's when you were selected as arbitrator, did it therfore influence you in Dr. Doles' behalf in your arbitration?

Answer - It did not - it had no bearing at all on me.

Question, by same - Did not Mrs. Joyner consent and desire that the claim in the hands of Mr. Pritchard

as Atty for Mr Handley, and for which she was bound and which Dr. Doles had paid for her, should be paid out of whatever sum the arbitrators might allow her for her interest in Archer?

Answer - I think she did - and I delivered to Mrs. Joyner Dr. Doles' receipt for the same. And Mrs. Joyner has since this suit was commenced said to me that she recollected that the papers had been handed her by me.

And further this deponent saith not.

Geo W. Gardner

State of Virginia
County of Southampton } Just. I, John C. Griffin,
a Justice of the Peace for the County aforesaid
do certify that the foregoing depositions were
taken at doo in said County on this day, between
the hours of named in the Caption hereto - and
pursuant to the annexed notice - modified by
consent. Given under my hand this 12th day
of March 1869.

J. C. Griffin, J.P.

Justice's Charge \$3⁷⁵

On demand I promise to pay Robert M. Dole on
order the just and full sum of six hundred
dollars. lawful money of Virginia it being for just
value received of him as witness my hand and
seal this the 6th day of March 1861

Witness.

James ^{Henry} Joyner 
Marsh

Geo. H. Gardner—

1861 April 1st Rec^d of Tenny
joins the sum of One hundred
and ninety six dollars & 54 cts
in part of the within bond
\$196.54

A. J. Stephenson

Geo. H. Gardner
for R^m Dols

Mr Tenny Joynes
\$600.00 Bond

6th March 1861

Exhibit A. 11 paid
with Dr Dols
dep.

J. B. Griffin

\$36.

Executed, on W. W. Briggs Feb. 23rd - 1869 & on
Geo. H. Gardner Feb. 27th. 1869 by leaving a
copy at each of their houses with a white
member of the family over 14 years old
& explaining its purpose they being from
home.

E. L. Story dep't
for S. Kiddle shift

Copy

2 { Sps

Notes

15 March 1869

Executed Feb. 27th. 1869
on Geo. H. Gardner, 1766 St.
Lewis, 1766 St. Lewis, 1766 St.
Lewis & 1766 St. Lewis
by delivering a copy
to each.

E. L. Story dep't
for S. Kiddle shift

THE COMMONWEALTH OF VIRGINIA,

To THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON

*Ans. J. Lewis, Geo. H. Gardner, Nancy Lewis, Katy Lewis
W. W. Briggs & Robt. Lewis & Emily Joyner*

to appear before ^a ~~the~~ *Justices* of ~~our~~ *the peace* ~~Court~~ of Southampton County, at the
Court-house, on the *13* day of *March* next Term to testify and the truth
to say on behalf of *Emily Joyner*
in a certain matter of controversy in our said Court, depending and undetermined, between

Said Emily Joyner
R. M. Dole

Plaintiff, and
Defendant.

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, this

19 day of *February* 186*9*, in the *93* year of the Commonwealth.

L. R. Edwards

91

Log new

3

Order 1

} been

Nov Term. 1870

to be entered

Geo B. Low.

Lynner v. Boyle

It appearing to the Court
That the Plaintiff, Lemmy Lynner has
died & Zachariah Boyle has become
his personal Representative. It is
ordered that this suit hereafter
proceed and be prosecuted in the
name of said Zachariah Boyle
as and of Lemmy Lynner decd. &
it is ordered that the parties to
this suit be allowed till the
1st of April next to take further
depositions in this case — and
it is ordered that said Boyle as
and as aforesaid make a Report showing
his transactions or such as and
from what source any money in
his hand have been received &
the case is continued

Jaynes
res. Z. Linn
Village

May Term 1871—

500
5 Linn

11

Dorchester Circuit Court, May Term 1871

Temperance Jagers
vs.

Deft

Plt

Robert M. Coley, Samuel Kello and William Prillow
Deft

This Cause Came on this day to be heard on the Bill of the Complainant taken for Confess as to the Defendants Samuel Kello and William Prillow in whose process had been duly Executed, and they still failing to appear and make defense, and on the answer of Ro. M. Coley this day filed, and on Examination of witnesses, and on replication to said answer, and on the Report of Commissioner Tyler, made pursuant to the Order made in this Cause at November term 1870, to which Report there is no exception and was argued by Counsel; on consideration whereof the Court not deciding any question in this Cause, doth adjudge, Order and decree, that Wm. W. Briggs Sheriff of Dorchester County, proceed to sell at auction, before the Court house door of said County, on some Court day, the Land referred to in the proceedings, and described, in the Ind of Indict Executed by Temperance Jagers, to Wm. St. Prillow as Trustee for Ro. M. Coley and dated the 6. day of March 1866, as a tract of Land of two hundred and thirty five acres, more or less, and adjoining Black Creek Swamp, John Camp Eley Jagers, Josephus Turner and Zachariah Dyal, a Copy of which Ind is filed in this Cause. That the said Land be sold on a Credit of one, two and three years, with interest from date, except

(except that a Sum Sufficient to pay the Costs of such and Expenses of Sale, shall be Cash, and be paid to them entitled,) taking from the purchaser bond and good personal Security, and retain the title till the further Order of Court having first given at least twenty days Notice of such Sale by advertisement at the Court house door of said County, and at Berlin and Irony and two other public places in said County, and Make report to Court. But if Sale shall be Made under other Terms, unless the said Land shall bring at least the fourths of the Value which it is appraised for Taxation -

Copy
 J. C. Tyler, J.C.

Dfts Cash
 blk \$9.48 Rec'd \$6.71 S.R.E.
 Shff 4.40
 Corn Tyler 2.50 Paid J.W.S.
 Law & 16.00 \$32.38

Dfts Cash
 blk \$
 Shff 50
 J.C. Griffin S.P. 3.75
 Law 15.00 \$19.25

Tract of Land

Sold to S Lewis for \$17500—

Cash from Lewis \$100 — 100
\$1.21 400

Paid CLK. 6 31 68.39

Cow. 2 50

Stamp duties. 3.00

Comm. 19

\$31.21

one, two & three years with Interest
 from date (except that a sum
 sufficient to pay the costs of suit
 expenses of sale shall be cash &
 be paid to those entitled) Taking from
 the purchaser Bond & good personal
 security retain the title till the
 further order of Court, having first
 given at least twenty days notice
 of such sale by advertisement at the
 Court house & of said County at
 Berlin & Dor and two other public
 places in said County, and make
 report to Court - But no sale shall
 be made under this decree unless the
 said Land shall bring at least three
 fourths of the value with which it is
 assessed for taxation -

Jayner's adms

(7)

Over

1871

may be secured

To be entered.

Geo. B. Low,

This decree agreed to

John R. Kitch

Wm. Whitlow

Temperance Joyner adms

vs

Dolan &c.

This cause came on this day to be heard on the Bice of the Complainant taken in confession as to the Defendant James Keller & Wm Pulleton, on whom process had been duly executed & they still failing to appear make defence in the answer of Ro. M. Dolan this day filed, & on examination of witnesses & on replication & said answer & on the Report of Court Tyler made pursuant to the order made in this cause at. November Term 1870 - to which report there is no exception was ^{not deciding any question in the cause} agreed by Counsel. On Consideration whereof the Court, both Judges, order & decree that Wm. Briggs, Sheriff of Southampton County proceed to sell at auction before the Court House door of said County on some Court day the Land referred to in the proceedings and described in the Deed of Trust executed by Temperance Joyner to Wm Pulleton as Trustee for Ro. M. as a tract of land of 135 acres more or less & adjoining Black Creek & Doley & dated the 6th day of March 1861, a copy of which Deed is filed in this cause. - That the said Land be sold on a credit of

+ Swamp, Geo Camp, Ely Joyner, Joseph Turner & Zachary Boyce

one, two & three years with Interest
 from date (except that as soon
 sufficient to pay the costs & spent
 expenses & sale shall be cash &
 be paid to those entitled) Taking from
 the purchaser Bond & good personal
 security retain the title till the
 further order of Court, having first
 given at least twenty days notice
 of such sale by advertisement at the
 Court house & of said County at
 Berlin & Dor and two other public
 places in said County, and make
 report to Court — But no sale shall
 be made under this decree unless the
 said Land shall bring at least three
 fourths of the value with which it is
 assessed for taxation —

Joyner's adms

(7)

Over

1871

may or secure

To be entered.

Geo. S. Blow,

This decree is given to

John R. Kieley

Wm. Whitlow

~~Decree of this Court of May Term 1871~~
Bachman & Coyle proceed to execute the
Decree of May Term 1871 and report to
Court.

Joyner adw

vs

Coyle & Co

1871

Mr. Term

Decree

To be entered.

Soyner adw &c

vs

Dole, &c.

This cause came on this day to be again heard on the papers formerly read in the report of James R. Tyler, Commissioner made pursuant to the decree of November Term 1870 - to which report there is no exception taken, argued by counsel. On consideration whereof the Court doth adjudge, order and decree that the Injunction heretofore awarded in this cause be dissolved, and the Court doth decide that the said Ro^m. Dole is entitled to have the personal property & the real estate, conveyed by said Temperance Dyer to Wm. Patton to secure the Debt referred to in the proceedings, to said Ro^m. Dole, by the Deed of Trust of the 6th March 1861 applied to the payment of the said Debt, ^{and it appearing to the Court} ~~that the said Dyer~~ ~~decree~~ that the proceeds of said charitable estate amounting to \$74.39 has already been expended by Zachariah Doyle the adw of said Temperance Dyer Dec. as appears by said Com^r. Tyler's report, doth adjudge order and decree that the proceeds of the ~~said real estate~~ ~~and ordered to be sold by~~

adjudge and decree that the said
 W. W. Briggs Shff, Hcom, after aid out
 of the proceeds of said Bonds, pay any
 Cts that may remain unpaid including
 a fee of \$10. to plaintiff's attorney,
 the Residue for the said Ro. m.
 Dole, in part of his demand against
 said Temperance Ingher, and
 make up to Court.

Joyner
 n.

Doley

1872

May 21.

Decree

to be entered

W. S. T. B. 1872

We consent to this

Decree,
 John R. Kelly p. d.

W. W. Wilson p. r.

Hyner

v

Doley.

This cause came on this day to be again heard on the papers formerly read in the report of W. W. Briggs, Sheriff of the Court, made pursuant to the decree of the May Term 1871 of this Court - to which report there is no exception & was argued by Counsel. On consideration whereof the Court doth confirm the said Report, (and the Court ^{by consent of parties} deciding that Ro. M. Doley is entitled to receive the proceeds of the land of Temperance Hyner sold by said Briggs as aforesaid in part of the debt due by said Temperance Hyner to said Ro. M. Doley, doth adjudge order and decree that, the said W. W. Briggs Sheriff of Court aforesaid receive of the clerk of this Court ^{three} Bonds of S. Lewis filed with his said Report, each for \$133.33; and collect the same when due from said Lewis or send, ^{with special warranty} for the real estate sold herein, and the said S. Lewis is at liberty to pay the said Bonds before the credit thereof shall expire, in which event the interest thereon to cease when paid; and the Court doth further

adjudged and Decree that the said
 W. W. Briggs Shff, Hcom, afteraid out
 of the proceeds of said Bonds, pay any
 costs that may remain unpaid including
 a fee of \$10. to plaintiff's attorney,
 the Residue for the said Ro. m.
 Doley, in part of his demand against
 said Temperance Dryner, and
 make up to Court.

Dryner
 n.

Doley

1872

May 21.

Decree

to be entered

W. S. T. B. 1872

he consents to this

Decree
 John R. Kelly p. d.

W. W. Whitlow p. d.

Bozner &

in

Duly,

1874

Oct. Cir. Ct.

Final decree

to be entered.

Geo. B. Bond,

Joyner

3

Doley &c.

This cause came on this day to be again heard on the papers formerly read & on the ^{affidavits} report of W. W. Briggs made under the decree of this Court of May Term 1872 - to which report there is no exception and was argued by Counsel.

On consideration whereof the Court doth confirm the said Report and doth adjudge, order & decree that the said Report be confirmed; and that the proceedings had in this cause be confirmed & made final between the parties, and nothing more remaining to be done in the cause, it is ordered that the same be removed from the docket.