1887-02 Southampton County Chancery - Barham - C. D. et al vs Barham, Theophilus et al

settle property dispute

Barham, Samuel H.

Barham, George H.C.
" , Paul G.
" , Georgiana

5 Nr. [illegible]

Barham

5 3 Papers

Barham

Nothing yet to be done
Other Publications are
necessary

Southampton County Court
April Term 1857

Barham
vs
Barhams

Decree

This cause this day coming on to be again heard on the papers formerly read and was argued by Counsel: On consideration whereof the Court doth adjudge, order and decree that Edmund D Barham (who is appointed a special commissioner for the purpose) be and is hereby authorized to sell publicly or privately at his discretion for Cash or on a credit as he may deem proper the negro slave Hal, the chattel property and real estate bequeathed and devised by Samuel Barham deceased in his last will and testament to Willis F. Barham for and during his life the said real estate being particularly described in said will, and apply the nett proceeds arising from such sale as directed by said will, to wit One fifth part to the children of George A C. Barham, (that is to say one third to Theophilus G. Barham, one third to Paul G. and one third to Georgianna Barham) and divide the remainder equally between Samuel H. Barham, and himself the said E D Barham.

And the said E D Barham is further ordered to sell in like manner either publicly or privately for cash or on a credit the whole of the real estate of which the said

Willis F Barham died seized in fee simple and all the Negro slaves of which he was possessed in fee simple at his death and apply the nett proceeds as follows, viz: one third to Samuel H. Barham, one third to the children of George A. C. Barham (that is to say, in equal portions to Theophilus G. Paul G and Georgianna Barham) and retain the other third to his, the said C D Barham's own use and benefit.

But the said Commissioner is not to proceed to the duties mentioned in the premises until he shall have executed in the Clerk's Office of this County, bond with sufficient security in the penalty of ten thousand dollars conditioned for the faithful performance of the said duties.

And the said Commissioner is directed to report to this Court in order to a final decree.

Barham
vs
Barham

1857 Apr Term.
Ord Rep.
1870 July Rule to Com.

Barham

~ Copy Decree

Barham

Southampton County Court November Term 1870

Barham
against
Barham

Pff
Deft } In Chancery

This day this cause came on to be heard again on the papers formerly read and the depositions of Jno. H. Williams & Geo. T. Joyner and C. D. Barham, and was argued by Counsel: On consideration whereof the Court doth adjudge, ~~order and decree~~ that the contract of Sale between C. D. Barham and William Joyner more particularly alluded to in the depositions has not been complied with on the part of the said William Joyner. And the Court doth further adjudge, that the said William Joyner shall be entitled to the tract of land for which he contracted with C. D. Barham upon the following conditions Viz. That he pays to C. D. Barham in three equal annual instalments, one third part of the purchase money, ~~the first payment~~, together with the accrued interest, the first payment to be due December 1. 1871. but no interest is to accrue from the time of this order And the Court doth further order that if the said William Joyner shall fail to comply with the first payment, then the land is to be resold for the purchase money

A Copy—
Teste, O. White CC

Southampton County Court, ~~May Term 1866~~.

Barham Plaintiff

against

Barhams Defendants

In Chancery

This day this cause ~~was docketed by leave of the~~ Court with consent of parties and came on to be heard on the bill, the answer, ~~replication thereto~~ and exhibits papers formerly read and was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that Cuthbert D. Barham (who is appointed a special Commissioner for that purpose) sell at public auction ~~for cash or on such credit as he may deem proper~~ having duly advertised the same the ~~two~~ negro slaves Hal and ~~Roberts~~, the Chattel property and real estate bequeathed and devised by Samuel Barham deceased in his last will and testament to Willis F. Barham for and during his life, (the said real estate being particularly described in said will) and apply the nett proceeds arising from such sale as directed by said will; Towit; one fifth part to the children of George A.C. Barham - that is to say, one third of the said fifth to Theophilus G. one third to Paul G. and one third to Georgianna Barham) and divide the remainder equally between Samuel A. Barham and himself the said C. D. Barham.

And the said Cuthbert D. Barham Commissioner as aforesaid is further ordered to sell in like manner either publicly or privately the whole of the real estate of which the said Willis F. Barham died seized in fee simple and all the negro slaves of which he was possessed in fee simple at his death and apply the nett proceeds as follows, Towit; one third to Samuel A. Barham, one third to the children of George A.C. Barham, that is to say in equal portions to Theophilus G. Paul G. & Georgianna Barham and retain the remaining third to his the said C. D. Barham's own use and benefit. But the said Commissioner is not to proceed to the duties mentioned in the premises until he shall have executed

in the Clerks office of this County bond with sufficient security in the penalty of Ten thousand dollars conditioned for the faithful performance of the said Duties.
And the said Commissioner is directed to report to this Court in order to a final decree

A Copy
Test.
Henry S. Howard, D.C.

Barham
vs
Barhams
Copy of Decree

Amended Decree
March 20 - 1857.

Bahama

vs 3/3 Shares

Bahama.

Nov Term 1870.

To be entered

J. W. Urquhart Judge

Barham
vs 3 Decree.
Barham's

This day this cause came on to be heard again on the papers formerly read and the depositions of Jno: H. Williams & Geo: T. Joyner, and C.D. Barham, and was argued by Counsel. On consideration whereof the Court doth adjudge that the Contract of Sale between C.D. Barham & William Joyner more particularly alluded to in the depositions has not been complied with on the part of the said William Joyner. And the Court doth further adjudge that the said William Joyner shall be entitled to the tract of land, for which he contracted with C.D. Barham upon the following conditions. viz: That he pay to C.D. Barham in three Equal annual installments, one third part of the purchase money, together with the accrued interest, the first payment to be due Decr 1. 1871. but no interest is to accrue from the time of this order. And the Court doth further order that if the said William Joyner shall fail to comply with the first payment, then the land is to be resold for the purchase money.

Barham's Heirs
vs
Barham's Admr's.

July Term 1870

To be entered

J. H. Wyckart
Judge C.C.P.

1870 July 6th.

Barham's Heirs
vs
Barham's Adm'r &c.

3 Decree -.

This day this cause came on to be heard on the papers formerly read, and it appearing to the Court, that C. D. Barham, who was appointed a Special Commissioner to sell the real Estate in the proceedings mentioned, the Court doth adjudge order & decree that the said C. D. Barham appear at the next Term of this Court, and show cause why he has not made a report of the said Sale -.

STATE OF VIRGINIA.

Bird Brother, Bankers



No Stamp. Need

No. 1363

Portsmouth, Va Jan 15th 1873

C. D. Paulson Comm'r has deposited in this Bank

Forty two 25/ DOLLARS

100

payable ~~to the order of~~ on return of this Certificate properly endorsed

Paul Rid

B.F. Corlies & Mury, Stationers, 37 Nassau St. N.Y.

Barham

vs 33 Decree

Barham

August Term 1870

To be entered.

J. M. Wyuhart

Judge

Barham
vs
Barham

Decree.

This day this cause came on to be again heard on the papers formerly read, & on the report of Commissr C.D. Barham, made in obedience to an order entered at the July Term 1870, to which report there is no exception and was argued by counsel. And it appearing to the Court that the land in the bill & proceedings mentioned has been conditionally sold to William Joyner, and that the said Joyner has failed to comply with the contract & refuses to give up the possession of the land, it is ordered by the Court that the said William Joyner appear at the next Term of this Court and show cause, if any he can, why an order shall not be entered directing a resale of the real estate in the bill & proceedings mentioned, for the purpose of paying the unpaid purchase Money.

Southampton Circuit Court, January Term 1874.

Barham Plaintiff In Chancery

against

Barhams Defendants

This day this cause came on to be further heard on the papers formerly read, the Report of C. D. Barham reporting Sale of Land filed February 26th 1874, and Statement (A) and was argued by Counsel On Consideration whereof the Court Confirming the said Report No Exceptions being filed to the same, and adopting Statements (A) as the basis of this decree doth adjudge, order and decree, that C. D. Barham after paying the amounts retained in his hands as shown by Statements (A) pay to Steven G. Barham the sum of $42.33 with interest from January 27th 1874, to Georgianna Stith $42.33 with like interest, to Jane Barham $42.33 with like interest, to Samuel Barham $254.00 with like interest and retain for himself $254.00. And the said C. D. Barham as Commissioner will execute to Joseph L. Barham a Deed with Special Warranty for the real Estate in the proceedings Mentioned, and make Report to Court in order to a final decree.

A Copy

Teste Jas R Ayles D.C.

Rec'd August 18th 1874 of C. D. Barham Comm'r
Forty three + 59/100 dollars in full of amount
ordered to be paid me by this decree.

W. W. Briggs Atty for
R. G. Barham.

Rec'd Augt 27th 1874 of C. D. Barham, Comm'r
thirty dollars in full of fee allowed me in
this suit.

L. B. Pinned - Atty.

Rec'd. Augt 29 - 1874 of C. D. Barham
comm'r) Forty three dollars & 50/100
in full of amount ordered to be
paid by this decree

R. T. Barham Agt
for Benjamin Stith

Barham
vs
Barhams

Copy deed

Barham

vs Decree

Barham

Oct Term 1874

To be entered,

Geo. Bland

Barham

vs Decree.

Barham

This day this cause came on to be further heard on the papers formerly read and the report of C.D. Barham, Comr. filed during the term, and was argued by Counsel. On consideration whereof the Court doth confirm said report, no Exceptions being filed to the same; and it appearing to the Court, from said report that there is in the hands of said Barham the sum of $42.33 due to the heirs of Paul Barham dec'd, the Court doth further adjudge order & decree that C.D. Barham deposit said sum of $42.33 in the Banking House of Bain & Bro of the City of Portsmouth, take a certificate of deposit therefor in his name as Comr. in this cause, and file the same among the papers of this suit. And the said Barham will make report to Court.

Barham

v

Copy Decree

Barham

1875 Jany 18 Cert of Depos filed

Southampton Circuit Court, October Term 1874.

Barham Dft

against In Chancery

Barham Dft

This day this Cause came on to be further heard, on the papers formerly read, and the Report of C. D. Barham Commissioner filed during the term, and was argued by Counsel, on consideration whereof the Court doth confirm the said report. No Exceptions being filed to the same, and it appearing to the Court from said Report that there is in the hands of said Barham the Sum of Forty two dollars and thirty three Cents due to the heirs of Jane Barham dec. the Court doth further adjudge, order and decree, that C. D Barham Deposit said Sum of Forty two dollars and thirty three Cents in the Banking House of Bain & Bro. of the City of Portsmouth, take a Certificate of Deposit therefor in his Name as Commissioner in this Cause, and file the same among the papers of this Suit.

And the said Barham will make reports to Court.

A Copy

Teste James R Tyler D.C.

Southampton County to wit

George Wick this made oath before me Jas R Tyler Deputy Clerk and made oath that he delivered to Frances Joyner who is a white member of Wm Joyner family over 16 years of age a true copy of the within Summons, Given under my hand this the 3rd day of Sept 1870 James R. Tyler DC

Barham
vs
Co: Board
Barham

Southampton County August Court 1870

Barham — Plaintiff
v
Barham — Defendant
In Chancery

This day this cause came on to be again heard on the papers formerly read and on the report of Commissioner D. D. Barham made in obedience to an order entered at the July Term 1870, to which report there is no exception, and was argued by Counsel

And it appearing to the Court that the land in the bill and proceedings mentioned has been ~~sold~~ conditionally sold to William Joyner and that the said Joyner has failed to comply with the contract and refuses to give up the possession of the land It is ordered by the Court that the said William Joyner appear at the next Term of this Court, and shew cause, if any he can, why an order should not be entered directing a resale of the real estate in the bill and and proceedings mentioned for the purpose of paying the unpaid purchase money.

A Copy

Teste D. Irwin White Clk

Barham

vs

Barham

Feby Term 1873

To be entered.

Geo. Green

Barham
vs Decree.
Barham &c.

This day this cause came on to be further heard on the papers formerly read, the report of C. D. Barham, reporting sale of land, filed Feby. 25. 1874, and statement X, and was argued by Counsel. On consideration whereof, the Court confirming the said report, no exceptions being filed to the same, and adopting statement X as the basis of this decree, doth adjudge order & decree that C. D. Barham, after paying the amounts retained in his hands, as shown by statement X, pay to Thos. G. Barham the sum of $42.33- with interest from Feby 27. 1874, to Georgeanna Stith $42.33, with like interest, to Paul Barham or his heirs, $42.33- with like interest, to Saml. Barham $254. with like interest, and retain for himself $254. And the said C. D. Barham, as Commr will execute to Jos L. Barham a deed with special warranty for the real estate in the proceedings mentioned, and make report to Court, in order to a final decree.

Barham
v Copy Decree
Barham

Southampton County Court November Term 1870

Barham
v
Barham's

In Chancery.

This day this cause came on to be heard again on the papers formerly read and the depositions of Jno: H Williams & Geo: T Joyner and C. D. Barham and was argued by Counsel. On Consideration whereof the Court adjudges that the contract of sale between C. D. Barham & William Joyner more particularly alluded to in the depositions has not been complied with on the part of the said Joyner. And the Court doth further adjudge that the said William Joyner shall be entitled to the tract of land for which he contracted with C D Barham ~~in three equal~~ upon the following conditions Viz: That he pay to C. D. Barham in three equal annual installments, one third part of the purchase money, together with the accrued interest the first payment to be due December 1st. 1871. but no interest is to accrue from the time of this order. And the Court doth further order that if the said William Joyner shall fail to comply with the first payment, then the land is to be Sold for the purchase money.

A Copy

Teste L R. Edwards Clk

17

Banham

M & Repairs

Banham

Oct 26. 1914

In obedience to a decree of the Circuit Court of Southampton County, in the Chancery Suit of T Barham against Barham, I have paid to Georgeana Slick Forty three + 59/100 dollars to T. G Barham Forty three + 59/100 dollars, I retained for myself as assignee of Saml Barham $254.00 and also $254.00 My own share, and hold in My hands the Sum of $42.33 due to Dans Barhams heirs, who reside in the State of Mississippi; the receipts of Georgeana Slick + T. G Barham are herewith returned, as a part of this Report; I have Executed a Deed to Joseph E Barham with Special Warranty for the Real Estate in the Proceedings Mentioned.

C D Barham Comr

Statement showing Costs of this Suit & Expenses of Sale:

Amt of purchase money.		$700.
To Commissr Comrs -	$23.00	
" pd Auctioneer	4.00	
" " Clerk's Tickets	5.00	
" " Sheff's "	3.00	
" Amt retained for L.B. Price, atty	30.00	$65.00
		$635.00

To be divided - as follows.

To Thos: G. Barham 1/3 of 1/5. =	42.33⅓	
" Georgeanna Tilth " "	42.33⅓	
" Heirs of Paul Barham "	42.33⅓	
" Saml Barham	254.00	
" C.D. Barham	254.00	$635.00

Feby 27. 1874

Barham

v. } Rule v. Com

Barham

1870 August Court.

By order of Court

O Whitehead Clk

Executed.

W. H. Briggs Sheff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County, Greeting:

We command you to summon O. D. Barham Commissioner in suit of Barham v. Barham

if he be found within your bailiwick, to appear before the Judge of our County Court of Southampton County, at the Court-house, on the first day of August term next — — to show cause why he has not made a report and to do and receive what our said Court shall in that behalf consider

And have then there this writ. Witness, OSWIN WHITE, Clerk of our said Court, at the Court-house, this 22 day of July 187 0. in the 95 year of the Commonwealth.

O White Clk

KNOW ALL MEN BY THESE PRESENTS, That we C D Barham
Richard J Darden

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Ten thousand Dollars, current money of Virginia, to the payment whereof 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 27 day of July A D. 1857

The Condition of the above Obligation is Such, That if the above bound C D Barham who has been appointed Commissioner under a decree of the County Court of Southampton in case of Barham & Barham rendered at the April Term 1857

shall faithfully discharge the duties of his said office or trust according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, Sealed and delivered in the presence of ~~the Court~~

C D Barham L.S.

Richard J. Darden L.S.

L.S.

L.S.

Barham

2i Dupont

Barham

1874 Febry. 25

In Obedience to a Decree of the County Court of Southampton, rendered at November Term 1870, in the Chancery Suit of Barham. against Barhams I advertised the Real Estate in the proceedings mentioned by Advertisements posted at the Courthouse & Neighborhood of said Land Twenty days previous to the day of Sale, And Sold the Same to the highest bidder at public auction for Cash, in the Town of Jerusalem on the 3rd Monday in January 1871: And at the Sale so Made, Joseph L. Barham, became the Purchaser, by bidding therefor the Sum of Seven Hundred dollars; which said Sum of Seven Hundred dollars has been fully paid by the said Jo. L. Barham, and is in My hands Subject to the order of the Court.

Respectfully Submitted

C. D. Barham Comr

Barham
vs 3 Commissrs
Barham Report

To the Honorable Judge of the County Court of Southampton County.

In obedience to a decree of this Court entered at the July Term 1870, directing your Commissioner to show cause why he has not made sale & report of the real estate more particularly described in the bill & proceedings, your Commissr respectfully submits the following.

That soon after the decree was entered appointing me a special Commissr to sell the real estate, I made a conditional sale of the land to William Joyner for $1000 Cash in 1861. but he has never complied with the Contract, that he has sometime since been adjudged a Bankrupt, and has very little means to pay with. That the said Joyner has been in possession of the land for several years & refuses to give up the possession. That your Commissr is not able to collect any rent from the said Joyner.

Your Commissr would further state that it would be to the interest of all the parties to have the land resold upon the same terms as were authorized by the original decree.

All of which is respectfully submitted.

C. D. Barham

Barham
vs
Barham's } Decree

This day this cause was docketed by leave of Court with consent of parties and came on to be heard on the bill, the answer replication thereto and exhibits and was argued by counsel: On Consideration whereof the Court doth adjudge, order and decree that Cuthbert D. Barham (who is appointed a special Commissioner for that purpose) sell at public auction, for cash or on such credit as he may deem proper, having duly advertised the same, the ~~two negro slaves~~ Hal ~~and Charlotte~~, the Chattel property and real estate bequeathed and devised by Samuel Barham deceased in his last will and testament to Willis F. Barham for and during his life (the said real estate being particularly described in said will) and apply the nett proceeds arising from such sale as directed by said will; Viz: one fifth part to the children of George A. C. Barham, (that is to say one third of the said fifth to Theophilus G, one third to Paul G and one third to Georgianna Barham) and divide the remainder equally between Samuel A. Barham and himself the said Ed Barham.

And the said Cuthbert D Barham, commissioner as aforesaid is further ordered to sell in like manner, the whole of the real estate of which the said Willis F. Barham died seized in fee simple and all the negro slaves of which he was possessed in fee simple at his death, and apply the nett proceeds as follows, Viz: one third to Samuel A. Barham, one third to the children of George A C. Barham, that is to say

in equal portions to Hesperius G. Paul G & Georgianna Barham and retain the remaining third, to his, the said C D Barham's own use and benefit -

But the said Commissioner is not to proceed to the duties mentioned in the premises, until he shall have executed in the clerk's office of this county, bond with sufficient security in the penalty of ten thousand dollars conditioned for the faithful performance of the said duties.

And the said Commissioner is directed to report to this Court in order to a final decree.

Barham
vs
Barham's
Decree.

1856 May - Decree as filed
1857 Mar. Decree amended
" Apl. "
Oct Report.
1870 July Rule & Com.

Recorded by Clerk Circuit Ct Aug 13 1873

1874. Feby. Decree & Report Extd from Docket

351 42

Barbam

or 3

Barbam

answer of Mrs Joyce

to summons in

Lim

To the Honorable judge Joseph Ingraham
in chancery sitting

Your respondent William Joyner
of jones in obedience to a summons issued
against him and States that he purchased
the land mentioned in the bleem from
C. D. Barham for one thousand dollars
and that he paid to the said Barham
a claim or debt against Patience Keen
estate of which Davis Bantz was
administrator as a payment in full for
the said land which was as mentioned by
the said C. D. Barham that the said
debt was good at the time and if not
collected was wholly the fault of the
said C. D. Barham and the parties
interested should now look to the said
Barham on his official bond for the
purchase money of the said land

William Joyner

Bachaw

2 } Gehöft.

Bachaw

I Samuel Barham of the County of Southampton and State of Virginia doth make and ordain this my last Will and testament hereby revoking all other or former wills or testaments by me heretofore made.

1st. I lend to my son Willis F Barham a certain portion of my land with all the appurtenances thereto belonging beginning at a persimmon Tree in the line between Dr. Albert G. Neves and myself thence a straight line westward from the Persimmon tree to a red oak, a corner between Benj^a C. Everett and myself, thence along the old line to Mr. Mary E Pennington's line and M. B Coles to the Stewart Shop road to a small pine, corner tree standing the Southside of the road thence down the said road to a small pine an elbow thence from from s^d pine to a Big Black gum standing in the reedy branch L and aft tree thence down the said branch to where it unites with the Cabbin Branch to a black gum, a corner between Dr. A. G. Neves and Mrs Eliza Little thence up the said branch to a gum a L and aft tree thence from the said gum L and aft to the persimmon the beginning. I also lend unto him two negroes, Viz, Sal and Charlotte one featherbed and furniture his choice, one set of China that belongs to him, one set of silver tea spoons, one pine chest painted black with all of its contents, Two cows and calves Two sows and pigs.

2nd. The residue of my estate both real and personal I wish to be sold and all of my just debts paid and of the remainder after paying my debts if any, I give to Geo. A. & Barhams children one seventh part to be equally divided between them and of the remainder I lend to my son Willis F Barham one third part and the Balance I wish to be equally divided between my two sons Samuel Miriam and Cuthbert David Barham to them and their heirs forever.

3dly. But in case Willis F Barham does not have a lawful heir issue or issues of his body my Will and desire is that what I have loaned him shall be sold and of the proceeds of the same I give to Geo. A. & Barhams children one 5 part to them and their heirs forever and of the remainder. I wish to be divided between my two sons Saml M and Cuthbert D Barham to them and their heirs forever. The property of all kinds which I loaned To my son Willis F Barham I wish him to have possession of and control during his natural life.

Be it understood it is my will and desire that William Judkins nor M. B. Cole neither of them nor any member of their families shall have any thing to do with

with what falls to Geo. A.C. Barhams children or unless it be some of my grand children I wish the Court to appoint some good man to take charge of it let them have it as they need it as I give it to them to raise and educate them

And lastly I hereby constitute and appoint my Son Cuthbert D Barham Executor of this my last Will and testament in witness whereof I have hereunto set my hand and affixed my seal this 27th day of April in the year of our Lord One thousand eight hundred and fifty two — Signed Sealed Published and declared as and for the last Will and testament of the above named

Samuel Barham (Seal)

In the presence of us
Benj.a C Everett
A. G. Neves
Thos. J. Wrenn

At a Court held for the County of Southampton the 21st day of February 1853.

This last Will and testament of Samuel Barham dec.d was proved by the oath of Benjamin C Everett and A.G. Neves two of the subscribing witnesses thereto and ordered to be recorded And on the motion of Cuthbert D Barham the Executor therein named who made oath and gave bond and security according to law, Certificate is granted him for obtaining a Probat of the said Will in due form

Teste

L R Edwards Clk

A Copy

Teste L R Edwards Clk

Barham

vs } Com^n Report.

Barhams

1857 October

The undersigned a Commissioner appointed by a decree of the County Court of Southampton County rendered at the May Term 1856 in the case of Barham against Barham &c to make Sale of Negro Slave Hal, the Chattel property and real estate bequeathed and devised by Samuel Barham dec'd by his last will and testament to Willis F. Barham &c and during his life and apply the nett arising from such sale as directed by said will; Towit; one fifth part to the children of George A.C. Barham, that is to say one third of the said fifth to Theophilus G., one third to Paul G. and one third to Georgianna Barham and divide the remainder equally between Samuel H. Barham and himself the said C. D. Barham reports to the Court as follows; Towit

By Sale of Negro Hal to Wm B. Westbrook the 19th day of May 1856		$410.00
To Commissions on same	$17.20	
" ½ Attorneys fee in this cause	5.00	
" ½ Clerks fee " " "	2.50	
" ½ Auctioneers fee	2.50	
Costs	$27.20 =	$27.20
		$382.80

To paid Theophilus G. Barham ⅓ of ⅕		$25.52
" " Georgianna Barham ⅓ of ⅕		$25.52
" " Paul G. Barham ⅓ of ⅕		$25.52
" " Sam'l H. Barham ½ of remainder		$153.12
" " Himself ½ of remainder		$153.12
	$382.80 =	$382.80

The undersigned further reports in obedience to said decree directing him to sell in like manner the whole of the real estate of which the said Willis F. Barham died seized in fee simple and all the negro slaves of which he was possessed in fee simple at his death and apply the nett proceeds as follows towit; one third to Samuel H. Barham, one third to the children of George A.C. Barham that is to say; in equal portions to Theophilus G. Paul G. & Georgianna Barham

and retain the remaining one third to his the said C. D. Barham's own use and benefit, that on the 19th day of May 1856 he made sale of Negro man Micajah to John Whitehead for $580.00

To Commission on Same	$20.60	
" 1/2 Attorney's fee in this cause	5.00	
" 1/2 Clerk's fee " " "	2.50	
" 1/2 Auctioneer fee	2.50	
Costs	$30.60 =	$ 30.60
		$549.40

To paid	Saml H Barham	1/3	183.13 1/3
" "	Theo G Barham	1/3 of 1/3	61.04 4/9
" "	Paul G. Barham	1/3 of 1/3	61.04 4/9
" "	Georgianna Barham	1/3 of 1/3	61.04 4/9
" "	himself	1/3	183.13 1/3
		$549.40 =	$549.40

The Commissioner has not as yet been able to make sale of the Land as directed by the said decree

All of which is respectfully submitted by

C. D. Barham. Comm.

Barham's

& 3 Depositions

Barham's

Handed in by Comm. Tyler
15 October 1870

The Deposition of Witness taken before me James A. Sykes, one of the Commissioners in Chancery of the County Court of Southampton County, at my Office in the Town of Jerusalem on the 12th day of October 1870, between the hours of 11 A.M. and 6 P.M. to be read as evidence on behalf of William Jeyner
in a certain Suit in Chancery pending in the said County Court of Southampton County wherein C.T. Barham & others are Plaintiffs and T.G. Barham & others are Defendants — Present Joseph B. Prince Counsel for Plaintiff and Wm B. Shands — Counsel for Defendants.

John M. Jeyner being first duly Sworn on the Holy Evangelists of Almighty God, deposeth and saith as follows;

Question by Counsel for Wm Jeyner
Tell all you know about the purchase of the land sold by your Father and purchased by Dr. C.T. Barham as Commissioner?

Answer; My Father bought it and he was to take the debts in payment for the land. My sister & Brother Tom & Sue in payment for the land. The debt referred to was a legacy from Patience Reed of whose Estate Davis Barrett was the Executor

Question by Counsel for C.T. Barham —

Do you know or could you state the Sale was made?

Answer Yes in 1860 as near as I remember

Ques Were you present and did you hear the bargain?

Ans; No I was not —

Ques State did you learn of the bargain?

Ans; Dr. Barham was at my father's one day after the Sale, and my Mother asked him if they could take this land to pay my father's debts, and told him everybody said that Mr. Davis Barrett was a broke and did he think he could get the Money from Mr. Barrett to pay for the land. Dr. C.T. Barham said he could make the Money. That Davis Barrett's Securities as Executor were good, and that he could stand on

the the Land 20 years, (Meaning the land of the Executrix of Doris Barrett,) and claim it for the payment of the debt that my father owed for the payment of purchase this tract of land.

Ques by the Same—

Do you know anything further of the bargain between your father and Dr. Barham?

Ans; Dr. Barham told me I would not have no intrest in this suit but me in my name it was the property of William Jeffries.

Such as good pay as he wanted— and further this deponent Sayeth not—

John H. Jeffries

William Jeffries being duly Sworn deposes and says as follows,

Ques by Counsel for C. D. Barham—

Tell all you know of the bargain between yourself and Dr. C. D. Barham for the purchase of the tract of Land which the said C. D. Barham sold as Executor?

Ans; I purchased the land from Dr. Barham with the understanding that he was to take the legacy due from Catherine Reese Estate to my two Children Thos & Sue in payment thereof, Dr. Barham was not fully Satisfied about it and said that Sue was not of age, and wanted her to choose him as Guardian, and she did so, & Thos Made him a right to his interests in what way I do not know.

Do you State that your Daughter Sue did choose Dr. Barham as her Guardian in bond?

Ans; No—

Ques; Was there ever any written agreement between yourself and any party in reference to the Sale and purchase of this land—

Ans; Yes I believe there was?

Ques Have you that agreement?

Ans No— Not that I remember?

Ques; About what time did you purchase this land?

Ans. About the fall fall of 1860?

Ques; Did you at anytime Subsequent to this bargain for the purchase of this land go to Dr. Barham's home, and offer to pay him for this land in Confederate Money?

Ans— I did— Dr. Barham Sent me word about the year 1864, that he wanted the Money for this land and must have it, I Sold Carried a yoke of Steers and a Small Sum after I received this Message & borrowed $300. of Bolling Tittle in Confederate Money, and Carried all the Money in Confederate Notes to him at his home, and he told me that D. G. Barham had Stade at his home the Night before and told him that he was not willing to receive Confederate Money for his part of the debt.

Ques; If the bargain between you and Dr. Barham was that Dr. Barham was to receive the legacy before Mentioned in payment of this debt, why did you offer to pay it in Confederate Money?

Ans; I did not offer to do it, he Sent for the Money and I Carried it to him, and he refused to take it.

Ques; Did Dr. Barham Send you word when he Sent you word that he must have the money, to Collect it from Doris Barrett.

Ans. No. Nothing was said about Doris Barrett—

Ques; Did you at anytime Subsequent to the purchase of this land pay Dr. Barham any Money as rent for this land?

Ans; No. I paid him interest.

Ques; Why did you pay him intrest on a debt that you considered paid?

Ans: Because as he had not collected the money of Doris Barrett, I thought the most I paid him, the most there would be in Doris Barretts hands.

Ques: Do you recollect how much interest you paid him annually?

Ans: Sixty dollars.

Ques: How much were you to pay for the land?

Ans: One thousand dollars.

Ques: Did you ever take any receipt from Dr. Basham for the one Thousand dollars the purchase price of this land in any shape?

Ans: As I did not, but I took receipts for the payment of the interest.

Ques: Did you ever ask Dr. Basham to make a Deed for this land?

Ans: As Dr. Basham promise to make a Deed as soon as he collected the money from Doris Barrett. I could not make a man make me a Deed unless I had him tied.

Ques by Counsel for Wm Jones:

Was it not your impression and belief that if you paid this debt to Dr. Basham yourself, that the legacy would be then paid to your wife and Children by the will directed?

Ans: It was.

Ques by C. D. Basham's Counsel

Did not you and your wife previous to 1864, relinquish all claim interest in this legacy?

Ans: We had.

Ques: Have you taken the ~~benefit~~ benefits of the bankrupt law?

Ans: I knew-
Ques: Did yr send Dr. Barham a Notice as one of yr Creditors-
Ans: I did-
Ques: For what amount did yr send him a Notice
Ans: As near as I recollect $120-
Ques: What was that debt for-
Ans: For the interest on the one thousand dollars for two years-
Ques: Did yr consider the debt for the land paid
Ans: I did-
Ques: ~~And what was the~~ understanding that yr or Dr. Barham was to collect this money for this land-
Ans: Dr. Barham was to collect the money-
And further this deponent sayeth not-

William Joyner

Geo W. Joyner having been first duly sworn deposes and says as follows-
Ques by Counsel for Wm Joyner-
Will yr state as yr know in regard to the sale made of Land by Dr. C.S. Barham as commissioner to Wm Joyner-
Ans: All I know is I heard Dr. Barham tell my Mother, when she asked him suppose she could not get the money from Doris Barrett, that she wanted to know for life did not want to be moving about from place to place. and Dr. Barham told her he could get it, he could stand on the land of the securities (I think) as well as I remember of Doris Barrett, and claim it as his twenty years. I did not hear

I bargain betwen Dr. Barham and my father
I have no interest in the subject matter of this suit, but am
~~and prefer this Deponent Saith not~~
the son of William Joyner.

Geo. W. Joyner

Dr. C. D. Barham being duly Sworn deposes and says as follows—

Ques: by Counsel for C. D. Barham—

Did you ever sell a tract of Land as Commissioner to Wm Joyner—

Ans: I did make a conditional Sale of Land to Mr. Joyner—

Ques: Was there any written Contract about this Sale—

Answer There was—

Ques:

Have you that Contract

Answer

I have not—

Ques:

Will you State to us as you recollect what was the Contents of that Contract—

Ans. As well as I recollect, the contract was that Mr. Wm Joyner was to pay to me, sixty (60) dollars a year, (& I retained the tax on the Land) until he paid the principle; then I would give him a deed for the Land,

And further this deponent Sayeth not.

C. D. Barham

It is agreed by Counsel as evidence that Mr. Doris Bazemore has since paid Dr. Barham one Cent of the Legacy due from Selima Reed to the Children of William Joyner—

State of Virginia, County of Southampton, to wit;
I James A. Tyler, one of the Commissioners in Chancery of the County Court of Southampton, do hereby Certify that the foregoing Depositions was duly Sworn to and Subscribed before me at the time and place Mentioned Herein. Given under my hand this 12th day of October 1870—

James A. Tyler, Commissioner

Commissioners fee for taking Depositions $ Charged to C. D. Barham—

Commissioners fee for taking Depositions $6.00—
Charged to William Joyner—