

1897-16

Southampton County Chancery - Hughes, M. M. vs Newsome, T. D. (adm.)

asks that defendant be
enjoined & restrained from
further proceedings as adm. of
the Hughes estate & he also have
to give an accounting of all
transactions heretofore made -

J
Hughes. George M.

To Hon. C. H. Hill, Judge of the
Circuit Court of Southampton
County - In chancery Docket -
Humbly complaining sheweth
unto your honor your complain-
ant Mollie M. Hughes, that on the
Day of 1886 Geo. M. Hughes
departed this life testate, leaving
your complainant his widow
him surviving - that at the
term of the County Court of
Southampton administration
upon the decedents estate was
granted to J. D. Newsom who
qualified according to law
and entered upon the discharge
of his duties as administrator
with the will annexed - that under
the will of the testator your com-
plainant is the sole distributee
of the estate - that the condition
of the estate was such as to
render it easy of settlement
there being no outstanding debts
against the estate of consequence
and but little to do further
than to collect the debts due to
the estate and to dispose of the
produce on hand, and afterwards

coming into the hands of the
admr. which consisted of the
crop of cotton made by the
decedent in the year 1886 and
a large portion of the crop made
in the farm in 1887: the latter
being one half the crop made
by tenants during said year.

Early in the year 1888 your
complainant being entirely
uninformed as to the progress
made towards settling the es-
tate asked the admr. for some
account of his transactions, when
he declared himself ready to
settle in full - and which he
proceeded to do, about March
1888. That the admr. had paid
out from time to time divers
amounts on account of the
farm expenses and had advanced
small sums to your complainant
which constituted all the information
your complainant had then or
now has concerning the manage-
ment of the estate; that at the
time referred to, about March

1888, the admr. produced several receipts which he alleged it was necessary for your complainant to sign the purport of which she did not then nor does she now understand. One of which she is informed is a receipt for all bonds &c due at that time to the estate "at face value", which she now understands were paid to her as money, and that the admr. by virtue of said receipt has charged 5% Commissions for Collecting. Your complainant further shows that no appraisement was had of the personal estate of the decedent, but that an inventory was made out by the admr. which she presumed included all the personal estate of the decedent, but your complainant has since that time learned from the admr. that a considerable portion was not included in the inventory and that your complainant's title to the same now depends upon the choice by her of some disinterested

party to confer with a like person to be named by the Admr whose joint act is in some way unknown to your complainant necessary to perfect her title. Your complainant further shows, that the account rendered by the Admr of the proceeds of sale of produce of the farm is absolutely unintelligible to her, she being unable to distinguish the transactions of 1886 from those of 1887, and being unable to find anywhere any mention of the crop receipts for the latter year, except a credit of some \$200⁰⁰ which is more than absorbed by accounts paid for the tithes. That the Admr has rendered an account before a Comm. of the County Court of Southampton where the receipts above referred to are exhibited as a settlement with your complainant and by which account the Admr shows an exact settlement, charging

alleged to be your complainant went ^{\$}584⁰⁰
paid her, which makes an exact balance
upon final settlement - Yet the
said Admr, notwithstanding said
account [a copy of which is
herewith filed marked "A" and
prayed to be read as part of this
bill] has brought his action on
the Common law side of your
Honors Court for about \$150⁰⁰
which he alleges is his unpaid
commissions as Admr. Your
complainant further shows that
there is a great discrepancy
between the receipt given to
your complainant for bonds
and accounts delivered to the
Admr, and his inventory filed
and recorded, and your complain
ant is wholly uninformed
as to which is the correct account.

For a correction of these and
many other J.D. Newsom Admr.
with the will annexed of Geo. M.
Hughes has been guilty of many
errors in the settlement of the
estate, that the accounts as now
settled are wholly unintelligible,
that your complainant has been

* That there is a considerable quantity of valuable property not included in the inventory of the Admr, your complainant's title to which the said Admr. alleges depends upon conditions not yet performed.

wrongfully charged with a great sum of money as Commissions to which the Admr was not entitled. That the Admr by bad management has entailed great loss upon your complainant, and that the Admr is now annoying your complainant with useless litigation * That even if your complainant was indebted to said Admr. in ^{the} sum claimed by him which his own settlement refutes, yet your complainant charges that upon a proper settlement with said Admr a much greater balance will be found due to the estate.

Therefore being without remedy save in a court of equity where matters of this kind are properly cognizable, your complainant prays that J. D. Newsam Admr. with the will annexed of Geo. M. Hughes deed. be made a party defendant to this bill - That he be

required to answer the same
but not oath; his answer on
oath being expressly waived,
that he be enjoined and re-
strained from further proceeding
in his action at law against
your complainant until your
honor has ^{decided the issues raised} ~~presented a proper~~
~~by this bill~~ ~~force~~ in this cause - and
that one of the Commissioners
of this Court take an account of the entire
transactions of J. D. Newsom
Admr. with the will annexed of
Geo. M. Hughes decd; that the
account settled by the said
Admr. may be surcharged and
falseified, and that your
honor will grant such other
further and general relief as
the nature of the case may
require and to equity may
deem meet. And your
complainants as in duty
bound will ever pray &c.

Frederick Borkum
J.C.

Hughes

148.

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3

Stat: Rules

Hughes Admin

1 Oct. Rules

Mollie M. Hughes. Plff

against

J. D. Newsom, Adm'r

with the Will annexed of

Geo. M. Hughes dec'd. - Deft.

In Chancery

1888. Sept 20. Sum: to 1st Oct. Rules.

" 1st Oct: Rules: Process ret'd Executrs, bill filed -
Decease nisi v Deft.

" 2^d Oct: Rules: Answer filed. Genl replication,
& Cause set for hearing.

Answer J. D. Dutton
to Bill. Exhibited
volume by M. M. Hay

The separate answer of Thos. Mewson in his own right and also as Administrator with the will annexed of Geo. M. Hughes deceased, to a bill of complaint exhibited against him in the circuit court for the County of Southampton, by Nellie M. Hughes.

The respondent reserving to himself the benefit of all just exceptions to the said bill, for answer thereto or to so much thereof as he is advised it is material that he should answer, answers & says.

That true it is the said G. M. Hughes died at the time alleged in the bill, leaving a will as therein stated and leaving as his heir & distributee the party therein named. That the respondent became as in the bill is stated the said G. M. Hughes' Administrator with the will annexed and that in that capacity personal estate to a considerable amount came to his hands to be administered whereof a true inventory and appraisement is herewith exhibited. But the respondent denies wholly so much of the allegations of the said bill as would tend to fix any maladministration of the assets of the estate upon him.

It is not true that the estate of the said G. M. Hughes was easy of settlement. The crops were unharvested, and the debts due the estate were for the most part small & badly scattered about, some in Petersburg, some in Southampton, some

in sum & some in Greenwell County. And also the debts due by the estate were scattered about though some were of any considerable amount. the said estate being indebted to your respondent & the largest amount.

Your respondent then finding the estate entirely solvent & there being but one distributor, viz your complainant, no sale being necessary & make a division of his decedent's personal estate among your complainant & take the entire chattel estate at her own valuation, & to avoid the needless expense of a sale, whereupon your complainant accepting such a done received the said chattel estate at such a valuation as she herself was fully satisfied with, as is seen from an exhibit marked A & prayed to be taken as a part of this answer.

The respondent had acted throughout his administration, until lately with the concurrence & thanks of the complainant, and had actually settled in full the estate with her, & had over paid her to the amount of \$150⁰⁰, knowing it at the same time but fully confiding in her promise & refund whatever was due your respondent when his receipts, vouchers or were properly audited by the Commissioner of accounts & his compensation was definitely ascertained. But your complainant after getting all the moneys, assets or into her own hands then for the first time to your respondent's great surprise declared that she would refund nothing - that she did not intend to pay that your respondent ought to have accepted

no compensation as commissions & for collecting
debts due to the estate, getting together & keeping secure the
effects, & for the expense, risk, inconvenience &
responsibility attending the administration thereof.
Your respondent urged her to refund the amt. advanced
as due & to save him the unpleasantness of suing
her. She still refused & declared she would spend
the last cent she had to keep your respondent
from getting into the possession of his lawful commissions.
Whereupon your respondent was forced to bring his common
Law action in your honor's court to recover said
commissions, which are in fact but a small pittance.
Then it was that your complainant, actuated by such
motives as revenge & malignancy, instituted her
suit in Chancery to see if she could not avoid the
refunding the said commissions to your respondent.
Then it was that your complainant became
incapable of understanding anything about
the matters of settlement which had been
finished & over some three months or more.
Then it was for the first time she lost the
power of discerning between the transactions
of 1880 & 1887, and brought the aid of counsel
to carry her through the mysterious labyrinth
of computation & explanation over a two
horse crop two thirds of which she herself
sold & pocketed the results & gave no accounting
whereof for, & she & counsel, like the blind
leading the blind have both fallen in the
ditch, and are now before your honor's
court complaining.

The allegation in complainant's bill of the

Estate being wasted by your respondents administration, is wholly unfounded & is but another strand in their tissue of misrepresentations & falsifications. The real truth is that there was an old horse belonging to the estate that was almost worthless, that your complainant traded off, of his own act, for an older one that was quite worthless, & therefore the estate was greatly wasted by your respondents. And this is all the wasting that your respondent knows of & is more than your complainants have pointed out.

The allegation that your respondent has not made a full & true inventory by which he might be held chargeable to the estate in his default of delivering over to your complainant on final settlement is wholly untrue & as your respondent verily believes is a premeditated untruth.

The allegation that there is nothing due your respondent from the statement of the Account by the Com. of accts. - said statement being balanced & showing an exact settlement because of the fact that the last item in the ac^t states that \$584 - was paid to the complainant & upon which \$584 - the debits & credits balance - is completely erroneous & such an error is plainly attributable primarily to an incomprehension of the simplest rules of arithmetic. The \$584 - as stated in the account being intended by the commissioner of accounts as simply

what ought to have been paid to your
complainant & no more, whereas your
respondent holds his receipt for \$797—
which was actually paid to your complainant
& from which item the commissions of
settling said estate were deducted leaving
the balance of \$584— which is all that
ought to have been paid your complainant
but which together with the said commissions
were paid to your complainant, these two
items being identical with the \$797— as is
plainly proven by adding the commissions
to the \$584—

The allegation of your complainant that
she asked at the end of the year for a
statement of the accounts of the estate
whereupon your respondent refused her
he was ready to settle in full & brought
over papers for her to sign telling her
that it was necessary for her to sign
them, is hardly false. There is not a
syllable of it true. Your respondent was
never asked for a statement of accounts
nor did he bring over to her any fixed up
papers telling her it was necessary for her
to sign them. On the contrary your respondent
was written to & to settle the estate, having
previously paid over to her two notes for
about \$400. & which your respondent required of
her to accept for at her value, as for so much
money & which your complainant then knew
the meaning of & unhesitatingly did sign for her value.

as she did all uncollected notes paid over
to her, she herself deeming it nothing but
just & right but that she should, in view
of her having previous threats & seriously
intended to try to avoid any collection
of said notes by your respondent, by telling
the obligors of the aforesaid notes that she
was not in need of the money & therefore
they need not pay the notes, when in fact
there was need of funds to complete the
payment of the indebtedness of the estate
& worse than that, disregarding entirely
the fact of the risk your respondent was
running, had he failed to have collected
when he might have collected. Your respondent
most emphatically states that he was suddenly
called upon to settle, & did so in strict compliance
with the request of your complainant
did so when he was in the act of making some
important negotiations for the interest of the
estate, which would have saved the
estate from heavy losses. Prior to your
respondent's settling with your complainant, your
complainant was going around inquiring of
this one & the other one how she might get
the estate out of your respondent's hands, in
case he declined to settle, yet all this without
your respondent's knowledge. And after the settlement
acknowledged openly that she had gotten her
plans ready to force a settlement from your
respondent ~~when~~ ^{since} your respondent did not
willingly settle, your respondent all the while

being only too anxious to settle & having time
before offered & himself proposed a settlement
with her, which she declined, alleging that
she preferred your respondent's proceeding with
the administration of the estate till all debts were
paid the estate, when she was coming with
the debts of the estate to defeat the efforts of
your respondent in said collections.

Your respondent further states that he fully
satisfied your complainant of the day & hour
he would settle with her, & requested her to get
her brother, Gregory Rawlings, or any one else, to be
present & act as her aid & counsel in settling, & that
on the day of settling your respondent had
her brother present, who looked over all matters
pertaining to the estate, & no fault or objection
was found either by him or by her. That she
gave all receipts only upon full knowledge
of their import & not otherwise, & that none
were certainly exacted of her upon any other
terms.

And now having fully answered the complainant's
bill, your respondent prays to be her
assured with his reasonable costs in
this behalf expended.

J D Murray
for himself.

Hughes
vs. Decree
Hughes' Admir. &c.

In Vacation

To be entered
Cmt
apl 17. 1853

After met at
the court 27th inst

Entered

M. M. Hughes

Against. & Decree In Vacation
J. D. Newson. Admr. & t. a. of J. M. Hughes decd.

This day this cause came on
again to be heard upon the papers formerly
and was argued by Counsel. On consider-
ation whereof and it appearing to the
Court necessary and proper, doth adjudge
order and decree that W. J. Sebrill who
is hereby appointed a special Commissioner
for the purpose. do proceed to execute the
decree rendered in this cause at the Novem-
ber term 1888, taking the several accounts
therein called for and report to this Court.

C. M. Smith Judge

of the Circuit Court

April 17. 1893

March 27. 1893

To the Clerk of the Circuit
Court of Southampton Co.
To be entered.

M. M. Hughes

vs J. Note for Decree -

J. D. Newsom admr. with the will
annexed of G. M. Hughes decd.

This cause which has regularly
matured at rules and been set for
hearing, came on this day to be
heard upon the plaintiffs bill and
Exhibits filed, and upon the answer
of J. D. Newsom this day filed
by leave of Court, with general
replication to said answer, and
was argued by counsel - On
consideration whereof, the Court
did adjudge order and decree
that one of the Commissioners
of this Court take an account
of the transactions of J. D. Newsom
as administrator with the will an-
nexed of G. M. Hughes decd, showing
I. What property came into the hands
of the said J. D. Newsom to be
administered,
II. How much of said property was
in notes and bonds and what
proportion of them could have
been collected by the exercise
of ordinary diligence -
III. Of the amounts paid and to

M. M. Hughes in settlement, what
part was in money, and what part
in notes, bonds and accounts, and
what proportion of the notes, bonds
and accounts so paid over could
have been collected.

And the said Commissioner is
directed, to specially state any other
matter deemed pertinent by himself
or which he may be required by any
party interested to so state, and the
said Court, will return the depositions
of witnesses with his report to this
Court.

1477
Hughes

vs Z. Deane.

Hughes Adminr.

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Nov. Term 1858

Samuelson Ch. Ct.

T. M. W. C.

Nov 9, 1858

Hughes
vs. $\int$ In Chy.
Hughes's admr.

Report of Comr.
W. J. Tubrell.

1896. Sept. 3rd. filed.

Hughes

vs.

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Report of Comr.

Hughes's admr.

The undersigned, who was appointed special Commissioner by decree entered on the 17th day of April 1893, to take the accounts required to be taken by decree entered in this cause at the November term 1888, would respectfully report that he has before him the deposition of M. M. Hughes, the plaintiff, and the administration account of J. D. Newsom, admr., and defendant, of record in the Clerk's office of the County Court of Southampton County, and that from these, which are all that he has been able to get upon which to base a report, he would state that the following property came into the hands of J. D. Newsom to be administered:—

I.

Chattel property—	1176.00
Notes, bonds & accounts—	1992.30
Cash collected on bonds—	797.03
Total —	\$3965.33

II.

Of the said property \$2789.³³ was in notes, bonds and accounts as shown by the said administration account and the deposition of said M. M. Hughes. As to what proportion of said notes, bonds &

could have been collected by the exercise of ordinary diligence, your Commissioner has only the evidence of the said M. M. Hughes, stating that she could collect not more than one-half, if that much. Your Commissioner, however, deems it pertinent to state here that there has been produced before him by the Administrator a statement showing that he has paid over to said M. M. Hughes \$1582⁴¹ of the said notes, bonds &c., and that they were received by her at face value in settlement of the estate of S. M. Hughes, decd., as will appear by receipt subjoined to said statement, same being filed herewith as a part of this report.

III.

Of the amount paid over to said M. M. Hughes in settlement, \$584²⁸ was paid in Cash, and \$1992³⁰ was paid in notes, bonds &c. As to what proportion of said notes, bonds &c. could have been collected by the exercise of ordinary diligence, your Commissioner would refer to what he has stated above under II.

March 10th 1896.

Comr's. fee
\$5.80 chgd
to plff.

Respectfully Submitted,
W. D. Schell,
Special Comr.

Hughes

2^d { Notice

Hughes' Admon

Met. 15—

J. D. Newson

sent to New

Executed

J. Williams
Scrip

Commissioner's Office,

Courtland,
~~Jerusalem~~, Va., Mch. 1st 1895

To

J. D. Newson, Adm'r, defendant in a
suit now pending in the Circuit Court of
Southampton County, styled,

Mr. M. Hughes,

vs.

J. D. Newson, adm'r, with will annexed of
G. M. Hughes, dec'd

You are hereby notified that I have fixed upon the 15th day of March 1895
next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office,
the following accounts, to wit:

- 1st What property came into the hands of the said
J. D. Newson to be administered.
- 2nd How much of said property was in notes and bonds,
and what proportion of them could have been collected by
the exercise of ordinary diligence.
- 3rd Of the amounts paid over to M. M. Hughes
in settlement, what part was in money,
and what part in notes, bonds and accounts,
and what proportion of the notes, bonds and
accounts so paid over could have been col-
lected.

required to be taken by a decree of Southampton Circuit Court, rendered at the November
term, 1888, in a suit in chancery depending in said Court, in which you are party, plaintiffs and
defendants; at which time and place you are required to attend.

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

W. J. Sebrall

Special Commissioner.

To the Sheriff of Southampton County to execute.

good	1 note	us J. A. Seabars	12.00	100	2.35	14.35
"	1	" us E. H. Wainman	10.00	v	90	10.90
"	1	" " O. T. Drury	32.40	v	2.88	34.98
"	"	" " Hardie & Kelly	48.08	v	7.92	56.00
doubtful	"	" " S. T. Rawlings	65.51	v	4.10	69.61
"	"	" ap us Richard Redley	2.27	v		2.27
"	1 note	us Jordan Hines	11.00	v	3.65	14.65
good	1	" " R. Brandy	8.10	v	1.52	9.62
bad	1	" " Henry Moon	2.48	v	4.4	2.84
good	1	" ap us Mrs S. C. Mason	19.58	v		19.58
doubtful	1	" us N. Parker	70.61	v	16.80	87.41
good	1	" " E. Sutt	92.92	v		92.92
"	1	" " Tom Turner	29.27	v		29.27
"	1	" " E. Burkes	51.27	v	3.60	54.87
bad	1	" ap " A. Turner	5.00	v	3.00	8.00
"	1	" note " M. Wainman	2.50	v		2.50
good	1	" " Dick Clements	15.88	v	1.22	17.80
bad	1	" " E. Wright	25.00	v	12.00	37.00
paid	1	" " B. Blount	5.05	v	55	60
good	1	" " W. T. Adams	50.00	v	5.75	55.75
"	1	" " Paul Sykes	130.00	v	15.60	145.60
"	1	" " J. N. Prinson	100.00	v	36.00	136.00
"	1	" " J. E. Prinson	79.87	v		79.87
"	1	" " H. L. Lodge & Prinson	43.00	v	7.74	50.74
"	1	" " Jim Lucas	19.67	v		19.67
						\$1857.96
"	1	" note us T. J. Jarratt & Son			2.08	100
"	20	" balance due by J. H. J. B. Prinson			12.63	96
"	20	" note us T. J. Jarratt & Son for J. H. J. B. Prinson			2.10	76
"	20	" ap us T. J. Jarratt & Son			95.95	
"	20	" note us B. Blount			8.12	
						1575.79
						6.62
						\$1582.41

To amt brought over

\$ 1582.41

Rec'd the above notes in settlement
of the Est. of Mr. G. W. Hughes at face value

Mary E. Hughes

1582 41
1358 07

224 34 amo. insolvent claims.

Receipt - No 2

The witness Mrs. M. M. Hughes, being duly sworn, deposes as follows:—

- Q— State, if you can, what property came into the hands of J. D. Newson, admr., to be administered?
- A— The chattel property as reported by him in his administration ope, filed in Clerk's Office, which I agreed to accept at his appraised value, except as to the bonds, notes & other evidences of debt. As to these, I did not agree to receive them at their face value, but they were delivered to me by Mr. Newson, independently of any agreement between us, on his own motion. Since getting them I have tried my best to collect them all, but have not succeeded in collecting but about \$110.⁰⁰ principal

and interest—I have thus far been unable to collect any more, and don't believe I can collect one half of them, if that much.

Q. How much of said property was in notes & bonds, & how much in other assets?

A. The administration of Mr. Newson, filed in Clerk's office, shows this so far as I know, & to that I refer you for information.

Q. How much money in all has Mr. Newson ever paid you in his capacity as Admin?

A. Forty dollars—

Q. Has Mr. Newson ever collected any money on the bonds he turned over to you since he turned them over to you, if so how much, & has he accounted to you for them?

A. He has collected \$111.⁸⁹ on bond of Drs. N. P. & S. S. Norton, which he has never accounted for—

And further this deponent saith not—

April 1895

W. M. Hughes.

Hughes

5
4 } Sum
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Hughes' Admir
1888. 1st Oct. Rules

Leir: Let.

Executed Sept. 28th 1888
by clerking G. J. D. Newson
a copy of this Sum

R. D. Moon depth
for J. M. William Skiff

The Commonwealth of Virginia,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON *J. D. Newsom, Administra-*
tor with the will annexed of G. M. Hughes, dec^d

to appear at the Clerk's Office of our Circuit Court of Southampton County, at the Rules to be
holden for the said Court on the first Monday in *October* next, to answer a bill in
chancery exhibited against *him* in our said Court by

Mollie M. Hughes

And this *he* shall in no wise omit; and have then there this writ.

B. F. M. Lemond
Witness, ~~J. B. PRINCE~~, Clerk of our said Court, this *20* day of *Sept*
188 *8*, in the *113th* year of the Commonwealth.

Testo: B. F. M. Lemond

C. C.

Est. G. M. Hughes
In acct with

J. D. Newcom. Admin

1888.

The Estate of Geo. M. Hughes, dec'd.

In acct. with Tho^s. D. Newsom, Admin^r l. J. A.

Apr 13	By Chattle property of the dec'd at its appraised value as delivered to widow		1176.00
" "	By amt bonds notes &c pd to widow at their face value		1992.30
" "	By Cash collected on bonds notes etc		797.03
" "	To Comm ^r on \$3965. ³³ @ 5%	198.26	
" "	" paid Clerk's fee bills	3.49	
" "	" " for probate of will	1.00	
" "	" " Mrs G. M. Hughes widow of dec'd all his Chattle Est at appraised value	1176.00	
" "	To said Mrs G. M. Hughes, widow of dec'd bonds notes etc at face value as per receipt no 2	1582.41	
" "	To said Mrs G. M. Hughes bond to Paul Sykes, at face value	25.26	
" "	To said Mrs G. M. Hughes, two bonds, at face value as per receipt no 4	384.62	
Nov 7	To paid Comm ^r for appraising inventory	2.50	
" "	" " Clerk for recording same	1.25	
Apr 23	" " Comm ^r for stating this ac	5.00	
" "	" " Clerk for recording same	1.25	
" "	" Balance fd Mrs G. M. Hughes	584.28	
		\$ 3765.33	3765.33

Respectfully Submitted

L. Parker.

Franklin 72 Comm^r of accts.Apr 26th 1888.

Hughes

vs. } Statement of case

Hughes' Adm't

Hughes.

vs. } Statement of Costs

Hughes Advers.

Sum. 25, Copy 13, Receipt 18, atty 10, = .66

Docket 18, Rules 1⁰⁰ Entering return 35 = 1.53

fil. bills 15, Do. Exp 15, fil. Newsums Ans. 15 = .45

2 Deacons 12, 1⁴⁴

1.44

Dea 13, F. McMahon 4.08

8 Continuances 2⁰⁰ fil. Com's report 25 = 2.25

Copy additional 24, 25, fil same 15 = .40

Deacon 12, 72, Jay Court 12, 40, Execution 50 = 1.62

Receipt 18, abstract of deacon 25, fil. paper 25 = .68

fil. abstract 20, Docketing Judgment 25 = .45

to Court 9.48

Shiff. .50

Land re. 16.50

26.48

Fee of Special Comm W. J. DeBruce 5.00

31.48

Test. L. A. Hay to be

Oct. 23rd, 1877

Hughes

vs. } Statement of costs,

Hughes Admr.

Sum. 25, Copy 13, Receipt 18, atty. 10=	66
Docket 18, Rules 1. ⁰⁰ , Entering Return 35=	1.53
fil. bill 15, D. Ex. 15, fil. Newson's Ans, 15=	.45
2 Decrees &c. 1. ⁴⁴	1.44

Decree B. F. McLeone \$4.08

8 Continuances \$2. ⁰⁰ fil. Comr's report 25=	2.25
Copy an additional exhibit 25, fil. same 15=	.40
Decree &c. 72, Tax Costs &c, 40, Execution 50=	1.62
Receipt 18, abstract of decree 25, fil. papers 25=	.68
fil. abstract 20, Docket Judgment 25, =	.45

to look \$9.48

Shff. .50

Law &c. 16.50

\$26.48

Fee of Special Comr W. J. Sabree 5.00

\$31.48

Oct. 23rd. 1897

A copy.

Teste: L. A. Gay 4.43

Hughes

vs } Statement of the case

Hughes' Admin

Hughes.
R. B. Deane
Newman Adams.

1897 Sept. 30th

Enter

~~What is this~~

Hughes

vs.

Hughes' Adm'r.

This day this cause came on to be again heard upon the papers formerly read, and upon the report of Commissioner W. J. Sebrall, filed September 3rd 1896, to which report no exceptions have been taken and was argued by Counsel. On consideration whereof the Court doth confirm the said report, and it appearing from the same that J. D. Newsum has received \$111.⁸⁹ an account of bond due by J. C. Pearson & others, after the said bond had been turned over to Mrs. M. M. Hughes at its face value, by the said Newsum Administrator of G. M. Hughes, dead; and ^{afterwards} accounted for by him, the Court doth adjudge order and decree that said plaintiff Mrs. M. M. Hughes recover of the said J. D. Newsum the said sum of \$111.⁸⁹ with interest from this day, till paid and her costs in this behalf expended, and the cause is stricken from the docket with leave to reinstate the same, on motion, within twelve months. -

Baughes
vs. Decree
Newsom Admin.

1897. Sept. 30th
Entl.
Robert R. Prentiss

Entl. Page 182.

Hughes

vs.

Hughes' Adm'r.

This day this Cause came on to be again heard upon the papers formerly read, and upon the report of Commissioner W. J. Sebrule, filed September 3rd, 1896, to which report no exceptions have been taken and was argued by Counsel. On consideration whereof, the Court doth confirm the said report, and it appearing from the same that J. D. Newsom has received \$111.⁸⁷ on account of bond due by J. M. Presson & others, after the said bond had been turned over to Mrs. M. M. Hughes at its face value, by the said Newsom Administrator of G. M. Hughes, dead; and never afterwards accounted for by him, The Court doth adjudge order and decree that said plaintiff Mrs. M. M. Hughes recover of the said J. D. Newsom the said sum of \$111.⁸⁷ with interest from this day, fees paid and her costs in this behalf expended, and the Cause is stricken from the docket, with leave to re-estate the same, on motion, within twelve months.

Acopy.

Teste: L. R. Gay Esq.