

John P. Hines vs. James L. Jones

against

Mills D. Sumner and Nicholas M. Sebrell

Def.

Def. } A motion upon
a writ of Habeas

§ 5. 16

for the forthcoming of property at the day of sale.

Ex. p. ap.

This day came the plaintiff by his attorney and it appearing to the Court that the defendants here had legal notice of this action they were solemnly called but came not. Therefore it is considered by the Court that the plaintiff may have execution against the defendants for twenty three dollars and seventy four cents the penalty of the said bond and his costs by him about his said and this behalf expended. And the said Defendants in Money &c. But this execution may be discharged by the payment of forty five dollars & eighty seven cents with legal interest thereon from the 2^d day of October 1841 till paid and the costs.

John M. Seammell

against

Mills D. Sumner & Nicholas M. Sebrell

Def.

Def. } A motion upon
a writ of Habeas

§ 5. 16

taken for the forthcoming of property at the day of sale.

Ex. p. ap.

This day came the plaintiff by his attorney and it appearing to the Court that the defendants here had legal notice of this action they were solemnly called but came not. Therefore it is considered by the Court that the plaintiff may have execution against the defendants for twenty dollars and six cents the penalty of the said bond and his costs by him about his said and this behalf expended. And the said defendants in Money &c. But this execution may be discharged by the payment of thirty five dollars and three cents with legal interest thereon from 2^d day of October 1841 till paid and the costs.

§ 4. 16

Ex. p. ap.

On the motion of Benjamin H. Warshaw against James Roberts. This day came the plaintiff by his attorney and it appearing to the Court that the defendants here had legal notice of this action they were solemnly called but came not. Therefore it is considered by the Court that the plaintiff may have execution against the defendant the sum of twenty three dollars thirty two cents - that being the amount paid by the plaintiff as the penalty of the defendant to the Sheriff of Southampton in discharge of an execution sued out against the plaintiff as the defendant's security by Henry Parker who had for the benefit and at the costs of Edwards, Bells and his costs by him in this behalf expended. And the said defendant in money &c.

An Account Current of Smith Wicks administration on James Wicks estate was returned and ordered to lie on the Table for objections.

An Account Current of Alexander Reynolds administration on James Seammell estate was returned and ordered to lie on the Table for objections.

The last will and Testament of Joel Cropper deceased was proved by the oaths of J. M. Bailey and James M. Gaulting two of the witnesses thereto and ordered to be recorded and read the will of Joshua Cropper one of the Executors therein named who made oath and together with Henry Cropper, Jr. J. M. Seammell and B. M. Bailey his deacons entered into an acknowledgment as bond on the penalty of thirty thousand dollars conditioned as the law directs to be taken.