

1837-009 Chancery Causes: Alexander Anderson & Elijah P. Goodridge vs Josiah Jones' admr & al
Isle of Wight County Anderson and Goodrich vs Josiah Jones' admr & al

Other surnames [Anderson &
Goodridge], Jordan, Goodrich,
Gwaltney, Cofer, Parnell,
Couch, Holliman, Carrell,
Ward, Calcoat, Hankins,
Boykin, Moody, Womble,
Carroll, Callcote, Chapman,
Flood.

Anderson & Goodrich

vs. Bellin Chy.
Exhibits

Jones's heirs & others

January 5th 1835 Bile

Exhibits filed

March 2nd 1835 Ans.
of Asham Jordan filed

May 7th 1835 Nathl.

Young assigned 5th addition
to the infant defendants & this
Ans. filed

Sept. Rules 1835

Cause set for hearing

October 1835 decree for
Accounts

Febr. 1st 1836 com. rept

set with documents heard to

A. B. C. D. E. F. G. H. I. K. L. M. N.

O. P. therein & filed & cause

set for hearing

May 6th 1836 decree to lay
off the road & make sale of
the lands &c.

Sept. 18th 1836 rept of the com.
set

Oct. 8th 1836 rept cont
Held for Coffey's claim

May 6th 1837

decree

Anderson C. Gadwick

" 3. 6/10

Nov 15. 1835

January 3rd 1835 Recd.
filed

March 2nd 1835 I have been
answered filed

Apr. 9. Rules 1835 cont.

May 7th 1835 N. Gungap.

It relates to the in tent act.

I inquire answer filed & cont.

June Rules 1835 cont.

July Rules 1835 cont.

Augt. Rules 1835 cont.

Sept. Rules 1835 let for hear-
ing.

October 1835 Please for
accounts &c.

To the Judge of the Superior court of
Law and Chancery for the county
of Blaine in chancery sitting;

Humly complaining their writs your
honour your orators Alexander See
decease and Elijah P Goodridge well
known and partners under the firm
and style of Anderson & Goodridge
are behalf of themselves and other credi-
tors of Josiah Jones died late of
said county, that the said Josiah
Jones departed this life on the day of
eighteen hundred and thirty one
possessed of considerable real and per-
sonal estates in said county; that
the said Josiah Jones at the time of
his death was largely indebted to
divers persons by bonds, notes, &
accounts, that administration
on the estate of said Josiah Jones was
committed to the hands of a certain
blaine Jordan who possessed himself
of said personal estate and pro-
ceeded to pay the debts due from
his intestate according to their dig-
nity, a large amount of which
debts were binding on the heirs
of said Josiah Jones; that the said
blaine Jordan has paid away all
or nearly all of said personal

estate which came into his possession
on large portions thereof being to satisfy
debts and demands, which bound the
heirs of the said Josiah Jones as of record
leaving other debts against his real
estate still unpaid. That your
ors have on your account as
against the said Josiah Jones proceed-
ed to institute suit thereon against
the said Wham Jordan as administrator
said and obtained a judgment
thereon on the day 1832 for
the sum of \$76.32 with interest thereon
from the 4th day of September 1830 till paid
and \$9.02 costs a copy of which judgment
is herewith filed and prayed to be
considered a part of this bill. Your
ors have applied to the said Wham
Jordan as administrator for payment
of said judgment, but he refuses to
pay the same on any part thereof, on
the ground that he has already paid
off the estate in satisfaction of debts of
superior dignity; your ors further
show that the said Josiah Jones at the
time of his death ^{was possessed of} two tracts of land con-
taining acres of considerable ad-
value, and as your ors are advised
the said tracts of land are liable
to the payment of the simple con-
tract debts due from the said

Jos. Jones, inasmuch as a large sum
amount of the personal estate has been
applied to the payment of debts which
bound the heirs of the said Josiah Jones
your ors further show that the said
Jos. Jones left a widow Minnie Jones
and an only child Benjamin Jones
an infant, who are now in possession
of the said two tracts of land and
enjoying the use and profits thereof
to the prejudice & injury of your ors
and inasmuch as your ors are
without remedy at law & can be
relieved only in a court of equity. To
the end therefore that relief may be
had your ors pray your honors
that the said Wham Jordan as
administrator, the said Minnie Jones,
and the said infant Benjamin Jones
by a guardian for that purpose to be
appointed as defendants hereto, may
be compelled to remove the premises
as fully and distinctly as if the same
were again repeated and they thereto
interrogated; that the said Wham Jordan
be required to return an account of
his transactions as said estate show-
ing how he has administered the same
and the balance if any now in his
hands; that the said Minnie Jones and
Benjamin Jones be required to state what

is the quantity and value of the land
now in their possession by descent from
the said said Jones: and that by a sale
one of this court your creditors may
be substituted in the place of the bond
creditors of said Jones who have been
paid out of the personal estate, and
that the said land be sold and the
proceeds applied to the payment of the said
judgments in favour of your creditors
and such other claims as may appear
to be just and proper, and may it
please the court to grant such other
relief in the premises as may be con-
sistent with equity &c

Admonition p. 7

Anderson & Goodridge
vs.

Jones heirs

January 5th: 1835 Bill
& exhibit filed

To the Judge of the Circuit Superior Court
of Law and Chy: for the County of Wright County.
The signature of John Jones, and
official Jones, and: to the list of complaints
against him and others, in the said
Court exhibited by Anderson Goodrich
and others.

This defendant now and at all times
hereafter saving and reserving his
rights - admits that he the
nomor: official Jones, and as such
has administered all the estate of the
intestate which has come to his hands
to be administered, and caused two
accounts at different times to be
audited by a Commissioner of the
County Court of Wright County and
of the Court aforesaid. he files herewith
an office copy of the last report
- to which there is a balance of \$4.35
due to the nomor: - which copy he
will place in a part of his account
and is marked W. It is true that since
the last report, this defendant
has collected some small sums of money
and on claims which were considered
nearly worthless - and he has paid some
out, and he annexes a statement of
all his transactions since the last audit
and may, the same to be taken as part

of this is a man - He is perfectly
 willing and anxious to close his
 administration on the said
 estate and should ^{and to account for any thing which may hereafter} be found
 that he has properly paid debts
 for the estate, more than the debts
 which have come to his hands
 to be administered, he asks the
 Court to place him in regard to the
 matter on the footing of the other
 creditor entitled to that fund,
 permit him to participate -
 I pray him to be so disposed of
 (signed)

Wm Jordan

County of Ulster, N.Y. This day came
 before the undersigned, a justice for the
 said County, Wm Jordan who
 made oath that the foregoing account
 is true as far as he knows or believes -
 Given under my hand at the 21st
 day of ~~July~~ ^{Feb} 1835 -
Wm Jordan (Jp)

Wm Jordan sworn adv. of Jonah Long and
 on of with said estate

By this sum bel. to the adv. on last	\$	8 -
of parties		4 35
paid King Calcutt money overpaid		4 -
me in form settlement		825
paid Arthur Swilly atty. ap		20 -
paid A. Atkinson atty. at law		923
for hiring of the estate		2474
pd. St. J. V. B. tickets		
paid in part error! Pay him me		
By Cork rec. of A. C. B. by Mooney	41	
on of left by the intestate		
By this sum of Constable's fees atty.	13	
on debts collected for the estate		
By this sum rec. of Constable's debt	17 83	
due by Mr. Thomas		
paid Calcutt tickets		14 49
pd. St. J. ticket		6 71
~~bal. of said estate~~		~~37 71~~
Balance due	71 83	9277
	1894	
	89 77	

Edw Jordan

a or 3/4 an

Greenwood

March mts dep. d.
1835

March 2nd 1835 answer
Jico March Rates

Alfred

The survivors of Benjamin A Jones are
infants under the age of 21 years to a
bill exhibited against him & others in
the circuit & up. ex. of law & chancery for
the county of Mississippi by Anderson
& Goodridge for themselves & the credit
tors of Jm Jones dead. by Nathaniel
Young his guardians ad litem

This respondent by his said guardian
for answer to said bill answers &
says that he is an infant under
the age of 21 years and is ignorant
of the allegations therein and re-
quires that proof thereof, and
having thus answered prays leave
to be dismissed with his costs &
expenses

Nathl Young Esq
Ad litem

Infants
around

May 7th 1835 this
ans^r. filed

The commonwealth of Virginia to the Sheriff of Isle of Wight County
Greeting, you are hereby commanded to summon Benjamin N. Louis
infant son and heir of Josiah Louis decd., Winnefred Jones, and Isham
Jordan administrators of said Josiah Louis deceased, to appear before the
Judge of circuit superior Court of Law and Chancery for the said county
of Isle of Wight, at the clerks office of the aforesaid county on the first
Monday in January next, that being rule day to answer a bill in
Chancery, exhibited in the said court against them by Alexander
Anderson, and Elijah P. Goodridge merchants and partners under
the firm and style of Anderson and Goodridge for themselves and others.
and if they fail to appear and answer, within four months from the
date of the service of this subpoena, the said bill will be taken as
confessed. And that you have them return this writ. Witness Nathaniel
Young clerk of our said court, at the court House of the said county
the second day of December 1834 in the 59th Year of the common-
wealth—

Nathl. Young


Executed Dec 8th 1834, on the defen-
 dants by leaving a copy with each
 party
 Chas J. Merri D.
 for Chas Merri Duff.

Anderson & Goodridge
 H. C.
 19.
 Jones & Co.
 Sp. in Chy.

To January Supr. Court
 Rules 1835

Came to hand December 4th 1834
 C. J. Merri D.
 for Chas Merri Duff

Anderson & Goodrich

vs.  Report

Jones vs. 

February 1st 1836 ret'd for

Isle of Wight Courthouse January

Alexander Anderson & Elijah P. Goodrich, Merchants
traders under the firm & style of Anderson & Goodrich
themselves & others.

in

and N. Jones Infant son & heir of Josiah Jones

deceased Jones & Isham Jordan Administrator

Jones deceased

Pursuant to a decree of the Circuit Superior

Chancery for the County of Isle of Wight made the 10th day of

above named suit in said Court depending, hereto annexed

notice was issued on the first day of December 1835 appointing this

of January 1836 at the Courthouse in this County for carrying the

into effect; which notice was returned by Ch^s F. Wrenn D^y

Sherriff " Executed & a copy left with each of the Defendants D^y

1835 marked B.

At which time and place Your

presented when papers and evidence were laid before me to enable me

make up the account directed by said decree, which I examined & stated

settled, marked C. showing the sum of twelve and one half cents due

from the estate of the said Josiah Jones to the said Isham Jordan, the Admini-

strator - To which account I have annexed a list of debts paid out of

the estate of said Josiah Jones died by Isham Jordan the Adminor. founded on

bonds which bind the heirs of said Jones, amounting to \$2000. On

the list annexed does not contain all the bonds which were paid

Adminor. out of his Intestates estate - but the list contains all that

are common inspection -

Commissioner has ascertained that the said Josiah Jones

was seized possessed of, in fee, to two tracts of Land, one of five

acres of Eighty acres which passed at his death to his widow

afterwards became Son. to Benj. N. Jones the only

son of Jones deceased. An account of the principal & interest

due is annexed marked D. - Josiah Jones died

21st

The Plaintiffs demand of Copy of

marked E. is

Int. from 4th of Sept. 1830 till

Costs of suit for the dep. &c.

The account in favour of the Plaintiff on which the

was rendered, was proved before me by the Testimony of

marked E. & filed in said Judgment.

of Sundry executors of the said Josiah Jones decd. Names
of their names with the amount of their claims marked
being to contribute to the expense of this suit & with
attesting their respective claims — All of which
are certified —

Barth. Lightfoot

Shrove 10.

at County Court

Bartholomew Lightfoot this day made
you are a Justice of the peace for the said County that the fee
pay him for this report is just & proper — Witness my hand this
1st January 1836.

(W. L. Jordan)

Vol. 100

MS.

Jones Huthers

Copy decree
in Chancery

Exprot

The commissioners of the lower
Sale of the Land &c

Sept. 18th 1836

kept out

(At a Circuit Superior Court of Law and Chancery held for Island of Wright County, the 6th day of May 1835)

Alexander Anderson and Elijah P. Goodrich merchants
and partners under the style and firm of Anderson and
Goodrich for them selves and others

against

Benjamin A. Jones infant son of Josiah Jones decd.
Winifred Jones, and Isham Jordan administrators of
Josiah Jones decd.

Plaintiff

Def't

In Chancery

The said Winifred Jones having intermarried with a
certain Willis Gwaltney, the said Gwaltney & wife are made defendants hereto,
and this cause came on this day again to be heard on the papers formerly
read in the cause, and on the report of the commissioner, On consideration whereof
the court doth adjudge order and decree that Joseph B. Whitehead, Nathaniel
Young, Josiah Holleman and James Gray who are appointed commissioners
for that purpose, or any three of them with the assistance of the county surveyor
should they deem his services necessary do proceed to lay off and set apart to the
defendants Willis Gwaltney and Winifred his wife one third part of the lands of
which the said Josiah Jones did seize and possess (to wit) of a tract of fifty
acres and another tract of eighty acres in the county of Island of Wright mentioned in the
said report of the commissioner having regard to quality as well as quantity, that
they lay off the same in one parcel in one of the said tracts to be held by the said
Gwaltney and wife as part of the said Winifred, in the lands of the said Josiah
Jones decd. That the said commissioners having published notice of the time & place
of sale, for thirty days, in any one of the news papers printed in the Borough of
Norfolk and advertising the same at the door of the court House of the county of
Island of Wright on some court day, and at some public place near the residence of
the said deceased, at least thirty days such sale, shall proceed to sell, the said
tracts or parcels of land subject to said dower at public auction on a credit of
nine months; that they take from the purchaser or purchasers bonds with goods
and sufficient security, payable to themselves for the benefit of the creditors
of the said Josiah Jones decd. for the amount of sales, that they convey the said
lands to the purchaser or purchasers by deed without warranty and report their
proceedings thereon, and also the said bonds to this court in order to a final
decree

Attest Nathl. Young C.S.

Pursuant to the annexed decree of the circuit Superior Court of Law and Chancery
for the county of Island of Wright We the undersigned, being three of the commis-
sioners named in the aforesaid decree, after advertising the time and place of
sale of the lands mentioned in the said decree in the Norfolk Beacon, at the
Court House door, of the said county, and at other places in the aforesaid county,
for more than thirty days previous to the day of sale - did on the seventeenth
day of September in this present year 1835 meet on the premises, and after
examining the lands, buildings &c we laid off by the following metes and
bounds, one third part of the two tracts of land mentioned in the aforesaid
decree, having regard to quality and quantity, in the tract containing
fifty acres and one which the late Josiah Jones decd. resided (to wit) beginning
at a red oak mark near the side of ^{the} road, and thence to the nearest corner
of the garden, thence along the front of the garden to the gate post nearest the
road, thence along the middle walk of the garden to the far thence to a
post, then a straight course to a stooping pine near the branch which divides
the said land from Albert G. Moody's land. - and we then set a part to Willis
Gwaltney and Winifred his wife that part lying eastward of the above
mentioned bounds on which is the dwelling house &c as the corner of the said
Winifred in the lands of which the said Josiah Jones did seize and
possess. The undersigned then, exposed to sale the tract of eighty acres, and
James Flake became the last or highest bidder, at Two hundred and forty
dollars, for the payment whereof, to be made in or before the expiration of nine
months, he gave his bond with good security payable to the said commissioners
for the benefit of the creditors of the said Josiah Jones decd. The said commis-
sioners then exposed to sale the tract of fifty acres aforesaid, subject to the dower
aforesaid, and Willis Gwaltney became the highest bidder, at Six hundred
and sixty dollars for the payment whereof, he gave his bond with good
security payable to the said commissioners for the benefit of the creditors of
the said Josiah Jones decd. and your aforesaid commissioners conveyed by deed
the said tracts of land, to the said James Flake, and Willis Gwaltney, without
warranty. All which is respectfully reported to the court, together with the said
Flake & Gwaltney's bonds - September 17th 1835 -

Nathl. Young

Josiah Holleman
James Gray

Auderson & Goodbridge for
themselves & their creditors of
Jurat Jones dead. In Chancery.

Wm Jones admin. of said J. Jones
Nathaniel Jones & Benjamin A Jones
~~as executors of said J. Jones~~
~~as executors of said J. Jones~~

On motion of the plaintiffs
it is ordered that Nathaniel
Jones be appointed guardian
ad litem to the infant de-
fendant Benjamin A Jones
to answer the bill of the
plaintiffs

Order to
appoint you
ad litem

Alexander Anderson & Elijah D
Goodridge merchants and partners
under the style and name of
Anderson & Goodridge for them
relates and others

Benjamin St John's infant son &
line of John's son and ~~Benjamin~~
~~Benjamin~~ ~~Benjamin~~ ~~Benjamin~~ ~~Benjamin~~
~~Benjamin~~ ~~Benjamin~~ ~~Benjamin~~ ~~Benjamin~~
Jordan admr. of J. Jones and
The said Minnuped Jones having intercourse with
in certain Millie Gualtney, the said Gualtney & wife are made defendants
and this cause came on this day again
to be heard on the paper formerly
made in the cause and on the report
of the court on consideration whereof
the court doth adjudge order and
decree that Joseph B. Whittemore Atty. Young & Josiah
Holliman & James Gray commissioners for the purpose
who are appointed commissioners for the purpose
or any three of them with the assistance
of the county surveyor should they
deem his services necessary do pro-
ceed to lay off and set apart to the
defendants Millie Gualtney & Minnuped
his wife one third part of the lands
of which the said John Jones died
seized and possessed to wit of a tract
of fifty acres and another tract of
eighty acres in the county of Hampshire
mentioned in the said report of the
commissioners having regard to
quality as well as quantity, that they
lay off the same in one parcel
in one of the said tracts to be
held by the said Gualtney & wife
as dower of the said Minnuped
in the lands of the J. Jones and,

That the said commissioners having published notice of the
time and place of sale, for thirty days, in any one of
the newspapers printed in Borough of Norfolk and
by advertising the same at the door of the Court House of
the county of Hampshire on some court day and at some
public place near the ~~former~~ residence of the said
decd., at least thirty days - before such sale shall proceed to
sell - the said tracts or parcels of land subject to said dower
at public auction on a credit of nine months -

that they take from the purchaser
or purchaser bonds with good
and sufficient security payable
to themselves for the benefit of the
creditors of the said joint owners
for the amount of sales, that they
convey the said lands to the purchaser
or purchaser by deed without
warranty and report their pro-
ceedings thereon and also the
said bonds to this court in
order to a final decree

Auderson & Goodridge

for his

(entire)

Anderson & Goodridge
vs.

Jones, administratrix & heirs

The defendant Minnie Fred Jones having since the last term of the court intervened with a certain Willis Gooding, on motions of the plaintiff it is ordered that the said Willis Gooding be made a party defendant in the cause and it appearing to the court that the subpoena has been executed on the said Minnie Fred and the bill filed more than four months and she still failing to appear, the court doth take the bill as confessed as to the said defendant. Gooding and wife, and this cause came on to be heard on the bill, the answer of the defendant Maria Jordan administratrix of Jos. Jones dead, and the answer of the infant defendants, the replies thereto and the exhibits filed, and was argued by counsel: On consideration ^{without setting the principles of the case} whereof the court doth adjudge order and decree that a commission be of the court take the following acts to wit 1st an account of the actings and doings of the said Maria Jordan administratrix of Jos. Jones dead in taking which the court is to ascertain what debts paid by the administratrix bound the heirs of the said Jos. Jones: 2nd an asset of the real estate of which the said Jos. Jones died seized and possessed, which passed by descent or devise & to whose and the fee simple and annual value of the same; if any part thereof has been aliened, by whom, when, and the fee simple value thereof, at the time of Alienation: 3rd an asset of the plaintiffs demand, and liberty is given to all other creditors of the said Jos. Jones dead who shall come in before the said commissioner and

agree to contribute to the expenses of
the suit, to show and prove the
claims to which they are respectively in-
titled; which said several acts, the
said court is to examine & state and
settle, and to the court reports,
with any matters specially stated, deemed
pertinent by himself or required
by the parties

Auderson & Goodridge
vs.

Jones, admr.
&
Lewis

Decree

To be entered

Before

Auderson and Goodridge & this Ref.

Blaw Jordan ~~and~~ ^{vs} ~~of~~ ^{of} Josiah. ~~and~~ ^{vs} ~~of~~ ^{of} Josiah.

This cause came on this day to be again heard on the papers formally read on the report of the commissioners made pursuant to the order of the 6th day 1836 to which no exception has been filed —

and was argued by counsel; On consideration whereof the Court doth confirm the report of the sale made under the order of the 6 day of May 1836 —

and on the motion of Joseph Coper, Roswell Chapman and Lemuel Wainwright who represented themselves to be creditors of Josiah Jones dec'd: and who were not aware of the same heretofore rendered in this cause for an app., in time to exhibit their claims before the Court, leave is granted them to prove their debts before the said Court upon the condition that they pay the costs of this application and the expense of reapportioning the funds among the creditors provided there is a deficiency of assets. — and the said Court is to report.

Amesbury
Goodridge &
in the name
Jones's owner:

for

Octo. 1826

Answer in *Hoodridge v Jones* &c

This cause came on this day to be argued
and on the paper found was the report
of the ^{Court} ~~Commissioners~~ ^{Commissioners} presented to the order
of the day of 1836, directing a sale
of the lands belonging to the ~~estate~~
Heirs of Joseph Jones, ~~and in pursuance~~
~~and of the~~ and on the report of Com.
Sightfoot was assigned to the order
of day of October 1836, to which
reports no exceptions have been filed
and was agreed by Counsel. On
consideration whereof the Court doth
advise, and order that the said
Report be confirmed. And the do & do
also order that the sors. who sold the
said lands collect the respective moneys
due there for the purchase ~~of the lands~~
thereof as soon as they become due,
then pay first the costs of this suit & of
the sale, and distribute the balance
as follows - that is to say - pay to Andrew
outdoorick \$85.74 with int. ~~from~~ or \$76.
22 cents part thereof from the 4th of
September 1830 till paid, to Jane Parnell
\$17.09 with int. or \$15.15 part thereof from
10th of August 1833 till paid - to Mary in
Cane \$21.94 with int. or \$20 part thereof
from 15 June 1833 till paid, to Whitfield
Holleman \$44 and forty cents with int. or
\$35 part thereof from 1 Day 1831 till paid.
to Mary Cane and company \$35 with
int. from 1 Day 1831 till paid; to Francis
Mans \$38.06 with int. thereon from the
5th August 1830 till paid - to Susan Mans
\$32.30 with int. from 2d July 1825 till paid
to Mary Calcoat \$52.70 with int. or \$42
- 50 cts. part thereof from 1 Day 1831 till paid
to John Rankins adnor. D. & Baykin
\$37.41 with int. thereon from 29 Day 1835
till paid -

[illegible]

500. ... 2005

Audusont Good
rich 4
" 3 Acacia
low down: de:

(Curtain)

The Commonwealth of Virginia,

To the Sheriff of Meigs County,
Greeting; We command you, that of the goods and chattels
which were of Josiah Jones at the time of his death in the
hands of Phelan Jordan to be administered, late in your
bailiwick, you cause to be made the sum of seventy six
dollars and thirty two cents, with interest thereon at 6 per
centum per annum from the fourth day of September
1830 till paid: which Anderson & Goodrich lately in our
circuit superior court of Law and chancery hath recovered
against him for damages, also the sum of nine dollars and
two cents in the same court were adjudged for their dam-
ages as well by reason of the said damages as for their costs
by them about their suit in this behalf expended, whereof
he is convicted as appears to us of record; and that you have
the same at Clerk's office of our said court, on the first
Monday in July next, to render unto the said Anderson
& Goodrich the debt and costs aforesaid. And have them there
this Writ. Witness Nathaniel Young, Clerk of our said court,
at the courthouse, the 17th day of May 1832 in the 5th
year of the Commonwealth.

Nathl Young
Clerk

Sherriffs return

no property August 6th. 1832.

Wm Whithead Dr. for P. Pay 250
Abel Taylor Nathl Young

Anderson & Goodrich

25 1/2 Cts.
New York

Anderson, Wm. D. Rich

Pratt

1874

Defendant

Costs \$9.00 plus 10%

A copy of the 2nd. printing.

1871

Conover & Goodrich
vs. J. Judgmt.
Jury admt.

A

January 31st 1835
exhibt. A filed by
ptt. etc.

At a circuit Superior Court of Law and Chancery continued and held
for the county of St. Croix the 8th day of October 1835

Alexander Anderson and Elijah P. Goodrich merchants
and partners under the firm and style of Anderson and
Goodrich for themselves and others

Plaintiffs

against

In Chancery

Berjamin A. Jones infant son and heir of Josiah Jones
decd. Winifred Jones and Jehan Jordan adminis-
trator of said Josiah Jones decd.

Defendants

The defendant Winifred Jones having since the last
term of the court intermarried with a certain Willis Gwatney, on
motion of the plaintiff it is ordered that the said Willis Gwatney be
made a party defendant in the cause and it appearing to the court
that the subpoena has been executed on the said Winifred and the
bill filed more than four months and she still failing to appear, the
court doth take the bill as confessed as to the said defendants Gwatney
and wife, and this cause came on to be heard, on the bill the answer
of the defendant Jehan Jordan admin. of Josiah Jones decd. and the
answer of the infant defendant, the replications thereto and the exhibits
filed, and was argued by counsel: On consideration whereof the court with-
out sitting the principles of the case doth adjudge order and decree that
a commissioner of this court take the following account to wit: —
1st an account of the actings and doings of the said Jehan Jordan
admin. of Josiah Jones decd. in taking which the commissioner is
to ascertain what debts paid by the admin. bound the heirs of the said
Jos. Jones: —

2nd an account of the real estate of which the said Josiah Jones
died seized and possessed, which passed by descent or devise & to whom &
the principal and annual value ~~of the same~~; if any part thereof
has been aliened, by whom, when, and the principal value thereof,
at the time of alienation. —

3rd an account of the plaintiffs demands, and liberty is given to
all other creditors of the said Josiah Jones decd. who shall come in
before the said commissioner and agree to contribute to the expenses
of this suit, to show and prove the claims to which they are respective-
ly entitled, which said several accounts, the said commissioner, is to
examine state and settle, and to the court report, with any matters

Specialty stated, deemed pertinent by himself or required by the parties.

Albany State

Nath^l Young clk:
" Secy

Anderson & Goodrich
vs Z Deere
Jones admor. P.

A

At a Circuit Superior Court of Law and Chancery continued and held for the County of New York the 11th day of October 1835.

Alexander Anderson & Elijah P. Goodrich, Merchants & Partners under the firm & style of Anderson & Goodrich for themselves & others

Plaintiffs

against

In Chancery

Benjamin A. Jones, infant son & heir of Josiah Jones

Defendants

and Minnie Jones & Isham Jordan Administrator of Josiah Jones decd.

The Defendant Minnie Jones having since the last term of the Court intermarried with a certain Willis Swatney: On motion of the Plaintiffs, it is ordered that the said Willis Swatney be made a party defendant in the cause, and it appearing to the Court, that the subpoena has been executed on the said Minnie & the bill filed more than four months, & she still failing to appear, the Court doth take the bill as confessed as to the said Defendants Swatney & Wife. and this cause came on to be heard on the bill, the answer of the defendant Isham Jordan admor. of Josiah Jones decd. & the answer of the infant defendant, the replication thereto, & the exhibits filed & was argued by counsel. On consideration whereof the Court without settling the principles of the case, doth as judge, order & decree that a Commissioner of this Court take the following accounts to wit

- 1st An account of the doings and doings of the said Isham Jordan admor. of Josiah Jones decd. in taking of which, the Commissioner is to ascertain what debts paid by the admor. bound the heirs of the said Josiah Jones decd.
- 2^d An account of the real Estate of which the said Josiah Jones decd. seized & possessed which passed by descent or devise, & to whom, & the principal and annual value of the same, if any part thereof has been aliened, by whom, when, & the principal value thereof & at the time of alienation
- 3^d An account of the Plaintiffs demand

And liberty is given to all other creditors of the said Josiah Jones decd. who shall come in before the said Commissioner and agree to contribute to the expenses of this suit, to shew & prove the claims to which they are respectively entitled, which said several accounts the said Commissioner is to examine state and settle & to the Court report with any matters specially stated, deemed pertinent by himself, or required by the parties

Attest Teste Geo. Youngd

Attest Teste Bart. Lightfoot Com.

Smithfield Commissioners Office December 1st 1835

The parties to the foregoing suit, are hereby notified
that I shall attend at Isle of Wight Courthouse on the first
Monday in January next, (being Court day) between the hours
of 10 & 4 o'clock, to carry the foregoing order into effect, at
which time and place the parties are requested to attend,
with such evidence and vouchers as they may think proper
to produce, in order to an adjustment of the accounts

Barth Lightfoot Comr

Anderson & Goodrich

vs.

2
2
2 Notice

Johns & Co

VB

Executed and a copy left in the care of
the defendants December 2nd 1835 -
Chas. H. Wrenn Esq
for Chas. H. Wrenn Esq

1834				
Oct 30	By this sum, balance due the Administrator on an account, made under an order of the County Court of Isle of Wight this day reported	4	35	
	" paid Arthur Smith att. decr.	0	25	
1835				
Jan 7	" paid Ludwell Swattney, Const. decr.	11	30	
	" paid Jos B Whitehead Dyff. Clerks tickets	21	20	
	" paid Arch. Atkinson att. decr.	25	00	
" 29	" paid Sheriff on an execution in favour of D. A. Boykin's adnor. founded on bond.	24	74	
	" 5 cents Comm. on g 103.90. receipt	5	20	
	" this sum over paid Henry Calicote Const. in settlement of accounts	3	00	
			104	10

1834				
	By this sum received of Albert G. Moody on decr	41	00	
	By this sum " of Thomas	17	83	
	By this sum " of Turner	1	91	
	By this sum " of Bracey	7	5	
	By this sum " of Wm. Gray	2	67	
	By this sum " of John Brock	16		
	By this sum " of Barlow	31		
	By this sum " of Cofer	2	83	
	By this sum " of Sarah Bell	1	60	
	By this sum " of Hancock	8	3	
	By this sum " of Mr Gray	8		
1835	By this sum " of Elij. Swattney	8	47	
Jan. 29	By this sum " of the Sheriff on an execution vs. J. Leaver	24	74	
	By this sum balance due the Administrator		12	
			104	10

List of debts paid by Isham Jordan Administrator of Josiah Jones decd. on bonds which bound the heirs of said Josiah Jones decd.

To Joel Holloman present Gen. to Josiah A Jones	1526	22
at several payments,		
" Emancip. Moody Decr. of Isham A. Moody decd.	343	35
" Jos B Whitehead Dyff on an execution in favour of Wm A. Pegrant	94	80
" Joel Holloman att. on an exort in favour of D. A. Boykin	42	16
	2006	69

There were several other payments made by the said Isham Jordan Adnor. as aforesaid on bonds, which the Commissioner has not been able to get hold of, they are mistaken since they were all made in the settlements made under orders of the County Court.

An Account of Itham
Jordan's Abmon: on Josiah
Jonis etc.

~~1777~~

6

• In Account of the Real Estate of Josiah Jones decd.

One tract containing fifty Acres of Land, Principal value thereof \$ 700.00
Annual value thereof \$ 40. —

One other tract containing Eighty Acres of Land, prin. value thereof 250.00
Annual value thereof \$ 20

Josiah Jones died in the latter end of the year 1736, possessed of the above named tracts of Land which went into the possession of Winifred Jones the Widow & Relict of said Josiah Jones: who since the death of said Josiah Jones has become the Son. to Benjamin N Jones the only child of said Mr. Jones.

The said Winifred as Widow and as Son. aforesaid has retained possession of said Land to the time of her intermarriage with one Miles Gwatney who in right of his said Wife, holds possession thereof —

An Account of the
Real Estate of which
Josiah Jones was seized
with its prin: & annual
value —

9

The Deposition of Dawson Moody of Lawful age taken before me Bartholomew Lightfoot a Commissioner in the Circuit Superior Court of Law & Chancery for the County of Isle of Wight this 4th day of January 1830. agreeably to notice. This Depoant saith that some few months before the death of Josiah Jones, he this deponent was at the house of the said Jones, when Mr. Anderson a Merchant of Norfolk, & partner with Mr Goosrick, presented an account against the said Jones, for Merchandise sold & delivered to Jones for about Seventy or Eighty dollars that Jones assumed the payment of the account, - & at that time placed a bond against Merit Jordan in the hands of said Anderson for collection, with an understanding, if the bond was not collected by Anderson it was in a reasonable time to be returned to Jones. That the bond was not collected, but returned to said Jones. & further saith not.

Dawson Moody.

The above deposition sworn to before me this 4th day of January 1830.

Barth. Lightfoot Com.

Dawson Moody's
deposition

establishing Anderson
& Goosnick's claim vs.
Jones' est.

E

1830 Mr. Josiah Jones To Anderson & Goodrich Dⁿ

June 4 th	To 1 keg 16 ^{lb} pepper	@ 17¢	\$ 2. 72
"	1 8 ^{lb} 13 ^{lb} allspice	" 27"	3. 57
"	1 8 ^{lb} 16" Ginger	" 10"	1. 60
"	2 Bags No. 2 & 13. shot	" 150	3. 00
"	1 Box 34 ^{lb} candles	" 10 1/2	3. 57
"	1 Barrel 258 ^{lb} 240 ^{lb} sugar	" 9	21. 80
"	1 Ream writing paper	"	3. 00
"	1 sack salt	"	2. 50
"	24 pair course shoes	" 50¢	12. 00
"	12 8 ^{lb} fine 8 ^{lb}	" 110¢	13. 20
"	12 8 ^{lb} Womens pumps	" 50¢	6. 00
"	12 8 ^{lb} 8 ^{lb} 8 ^{lb} Springhubs	" 37 1/2"	4. 50
"	12 8 ^{lb} Mus. Lend & 6 ^{lb} 12 boots	" 90	10. 80
			88. 00
	C ^x By Rags & Iron		11. 68
	322 90 days credit	Balance	\$ 76. 32
			3. 81
			80. 13

July 17th 1831 Received an order on Mr. Merit Jordan for the above amt. which when paid will be in full Anderson & Goodrich

May Sept. Court 1832 A Copy Teste Nathl Young & C^s

Anderson & Goodrich vs. P^{ts}. In Case
 against
 Asham Jordan adm^r of Josiah Jones dec^d Deft.

This day came the plaintiff by his attorney and thereupon came a jury (to wit) Benjamin Powell, Merit Crumpler, William B. Moody, Josiah Gray, Albert G. Alloody, Nelson Hall, Merit White, Joseph Cofer, Elisha Gay, Merit Bracey, Samuel Thomas & Benjamin Cozzie, who being sworn diligently to enquire of damages in this suit, upon their oath do say that the plaintiffs have sustained damages by occasion of the non performance of the defendants intestate promises and assumption in the declaration mentioned to seventy six dollars and thirty two cents, with interest thereon from the fourth day of September Eighteen hundred and thirty till paid, besides his costs; Therefore it is considered by the court that the plaintiff recover against the defendants the damages aforesaid, with interest aforesaid, in form aforesaid as per & their costs by them about their suit in this behalf expended; to be levied of the goods & chattels of the defendants intestate in the hands of the defendant to be as ministers & the defendant in mercy &c.

A Copy Teste Nathl Young & C^s D. J. W. C.

Anderson & Goodrich The commonwealth of Virginia to the Sheriff of
 Isle of Wight county greeting We command you, that of the goods and
 chattels which were of Josiah Jones at the time of his death in the hands of
 Isham Jones to be administered, late in your Bailiwick, you cause to be
 made the sum of Twenty six dollars and thirty two cents with interest
 thereon at 6% Centum per annum from the fourth day of September
 1830 till paid, which Anderson & Goodrich lately in our circuit Superior
 Court of Law & Chancery hath recovered against him for damages, also
 the sum of Nine dollars and two cents in the same court were adjudged
 for their damages as well by reason of the said damages as for their costs
 by them about their suit in this behalf expended, whereof he is convicted
 as appears to us of record: and that you have the same at the clerks office
 of our said court, on the first Monday in July next, to render unto the
 said Anderson & Goodrich the debt and costs aforesaid. And have then
 there this writ Witness Nathaniel Young clerk of our said court, at the
 Court House the 17th day of May 1832 in the 36th Year of the common-
 wealth — on which exon: the following return is made

No property August 6. 1832

J. B. Whitehead D.S. for
 E. Eley Shff

Attest Nathl. Young Clk.

Anderson & Goodrich

vs.

2 Copy Ind. &
 2 Acct.

Jones Admor

Prin. 70.32
 Int. from 4th Sept. 1830 till
 Costs 9.00

E

A List of the creditors of Josiah Jones att'd with the amount of their claims, who came in & agreed to contribute to the expense of the suit of Anderson & Goodrich vs. Jones & others to wit

101	Saml Parnell due by account marked H. for	\$ 15. 15
	Interest from 10th of Aug. 1833 till	
	Costs of warrant & copy of Sub. &	1. 94
	Proved by the Evidence of Josiah Hollerman marked H.	Sum
102	Gray M. Carroll due by account marked G. for	\$ 20. 00
	Int. from 13th of June 1833 till	
	Costs of warrant, copy of Sub. &	1. 94
	Proved by the Evidence of Edmund Chapman marked G.	Sum
103	Whitefield W. Hollerman due by account marked H.	\$ 35. 00
	Interest from 1 st of January 1835 till	
	Costs of suit	2. 40
	Proved by the evidence of Edmund Chapman marked H.	Sum
104	Gray Carroll & Co. Agents of Billy Flood due by bond marked G.	35. 00
	Interest from 1 st of January 1835 till	
	Proved by the Evidence of Dawson Moody marked G.	Sum
105	Francis Ward due by bond marked K.	\$ 20. 00
	Interest from 5th of August 1830	
	Proved by the Evidence of Dawson Moody marked K.	Sum
106	Susan Ward due by bond marked L.	\$ 32. 20
	Interest from 2 nd of July 1825 till	
	Proved by the evidence of Dawson Moody marked L.	Sum
107	Henry Calcutt for money paid as Security for Josiah Jones marked M.	\$ 42. 50
	Int. from 1 st of January 1835 till	
	Costs of suit	5. 91
	Sheriff's Comm. & taking bond	3. 29
	giving notices	1. 00
	Proved by the Cert. of Arch. Robinson marked M.	Sum

John Hawkins admor. of Dorcas St. Bapts. due on bond balance. ^{marked N} \$ 37. 41
Interest from 29th January 1835 till

^{No. 8} Dawson Moody due by account, marked O. ^{Cost 30cts} \$ 19. 13
^{No. 9} proved by the evidence of Edmund Chapman marked O. 30

^{No. 10} Merit Womble sur J partners of Womble & Atkinson 3
due by account marked O. 10: 01
Interest from 20th June 1832 till
Costs of Sugt. on warrant. ^{1. 54}

Not established before me - Geo. Davis the witness before the
Singer magistrate, has moved to North Carolina or
Georgia

List of claims in favour
of the creditors of Josiah
Jones who came in before
the court.

2

The Deposition of Josiah Holliman of Lacoful age taken before me
Barth. Lightfoot a Commissioner in the Circuit Superior Court of Law &
Chancery for the County of Alle of Wight taken this 4th day of January 1836
agreeably to Notice - This deponent saith that shortly after the death
of Josiah Jones, - Ellis Lane Parnell placed an account in his hands
against said Jones; that he call'd on Isham Jordan the Admor. of Josiah
Jones for a settlement of the account - a settlement of the accounts of the
said Parnell & Jones was made by this deponent & Jordan, the Admor. when
the sum of fifteen dollars & fifteen cents was found due from the said Josiah
Jones to the said Lane Parnell - & further this deponent saith not;
Josiah Holliman

The foregoing deposition was sworn to before me this 4th
day of January 1836.

Barth. Lightfoot Comr.

Josiah Hollenans
Deposition, establishing
the claim of Jane Parndt
vs. the estate of Jos. Jones

1830 Josiah Jones

To Saml. Parnell

Dr

To 200 days work done by her son Levi @ 9^{cts} per day
1831 To 3 months & 12 days of rent @ \$4 per month
Et.

\$75.00

17.61

37.61

By acct. left by Josiah Jones on his books

22.46

\$15.13

14th June 1832 this day the papers acct. & relation to the transactions of Saml. Parnell with Josiah Jones acct. were examined by Isham Jordan & myself and found the above sum of \$15.13 to be due said Saml. Parnell exclusive of a note for \$13.50 bearing date 1st Jan'y: 1831

Josiah Holliman

County Court,

Summon Isham Jordan answer of Josiah Jones to appear before me, or some other Justice of the peace for this county, at William Holliman store on the 13th day of July 1833 to answer the complaint of Saml. Parnell of a plea of debt for the non payment of fifteen dollars & fifteen cents with interest, due by acct. and then make due return of this warrant. Given under my hand this 13th day of July 1833.

To any Justice Constable
of the county aforesaid. Executed.

Jos. Holliman J.P.

William Jones Const.

Judgment is granted the plff. for the sum of fifteen dollars and fifteen cents and costs 104 cents with interest from the 10th day of August 1833 till paid. Given under my hand this 10th day of August 1833.

Jos. Holliman J.P.

Shuf Night County Court,

I command you, that of the goods and chattels of Josiah Jones now in the hands of Isham Jordan answer you owe to be paid the sum of fifteen dollars & fifteen cents with interest from the 10th day of August 1833 till paid, and costs 1-04 cents which Saml. Parnell recovered before me a Justice of the peace for the county aforesaid, and that you return the said Saml. Parnell the debt aforesaid, and make due return thereof within sixty days. Given under my hand this 30th day of November 1833

To any Justice Constable
of the county aforesaid.

Jos. Holliman J.P.

Dec 12 1833 No property within my precinct, whereof any part of the within execution can be made.

William Jones Const.

A Copy To

Wm C. Edwards J.C.

Pennell
no 22 paper
Jones & aduor

27

no 1

costs 90 of

The Deposition of Edmund Chapman of Lacoful age taken before me
Bartholomew Lightfoot a Commissioner in the Circuit Superior Court of
Law & Chancery for the County of Isle of Wight this 4th day of January
1836. agreeably to notice — This Deponent saith that he believes the
account for twenty dollars in favour of Gray M. Carroll against the estate
of Josiah Jones for Medical services is just, that he was frequently
in the family of the said Jones and has seen the said Gray M. Carroll
perform services as a physician in the family of said Jones — Further
saith not.

Edmund Chapman

The above deposition sworn to before me this 4th day of
January 1836.

Barth. Lightfoot Commr.

Edmund Chapman's
deposition establishing
Gray M. Carrolles acct.
vs. the estate of Jos. Jones

G

Mr Josiah Jones Jr		
1830	To Gray M. Carroll	\$ 0
Oct 24	To visiting Virginia, medicines &c	2.00
" 30 "	last visit in morning, Ditto in afternoon	2.00
" " "	medical services, medicine, Fiddling Stallings	
1831	To medicines for child &c	50
Sept 14	To visiting child, medicine &c	2.00
" 10th "	Ditto Ditto &c	2.00
" 14th "	Box of Cinchona for child	25
" " "	Ditto Ditto for Ditto	25
Aug 15	To visiting Virginia, medicines &c	2.00
" " "	visiting her again at night bleeding, medicines &c	5.00
" 25th "	visit medicines &c	2.00
" 26th "	visit, medicines &c	2.00
		\$ 20.00

Shelby County, South,

The Commonwealth of Virginia to the Constable of Smithfield district in the said county Greeting; You are hereby commanded to summon John Jordan admor. of Josiah Jones decd. to appear before me or some other Justice of the peace for the county aforesaid, at Smithfield on the 3^d Saturday in this Inst. to answer Debt J. M. Carroll of a plea of debt for \$20.00 due by acct. and then give, there make return how you have executed this warrant. Given under my hand this 11th day of June 1833.

Summons for p^{ts}.

Ja^s C. Jordan Jst.

James C. Chapman Jst June 11th 1833 executed

Lured Geo. F. Jst Const.

Judgment is granted the plaintiff against defendant for twenty dollars & not 1st paid & costs \$1.04 Given under my h^d this 13th day of June 1833.

Ja^s C. Jordan Jst.

The Commonwealth of Virginia to the Constable of Smithfield district in the county of Shelby Greeting; You are hereby commanded that of the goods and chattels of John Jordan admor. of Josiah Jones decd. you cause to be made the sum of twenty dollars with interest thereon from the 13th day of June 1833 till paid, which Gray M. Carroll lately before James C. Jordan one of the Commonwealths Justices of the peace for the county of Shelby hath recovered against him for debt, also \$1.04 which to the said Gray M. Carroll before the same Justice were adjudged for his costs in that suit expenses, whereof the said John Jordan admor.

of Josiah Jones. Feed is correct and that you have the said debt & costs before
the said Justice the 12th day of August next to return unto the said Gray & Co.
Carroll of the debt & costs aforesaid. I have then there this writ. Witness my
hand at the county of Talbot Wight this 12th day of June in the year 1834 in
the year 50th of the Commonwealth.

James C. Jordan, Jp.

No effects by which I can satisfy this execution.

L. Swatney Const.

Attest Teste

Nath^l Young, clk.

Carroll

vs Copy Papers
Jones's order.

G.

N^o 2

costs 20¢

The Deposition of Edmund Chapman of lawful age taken before me
Bartholomew Lightfoot a Commissioner in the Circuit Superior Court
of Law & Chancery for the County of Isle of Wight the 4th day of January
1836 agreeably to notice — This Deponent saith that Doct. Whittell
Holliman was the attendant Physician in the family of Josiah Jones
at the death of the said Jones & previous to his death, & he believes the
account for his services is just: & further this deponent saith not

Edmund Chapman

The above deposition sworn to before me this 4th day of January
1836.

Barth. Lightfoot Comr.

Edmund Chapman's
Deposition establishing
W. W. Hollenans account.

H

Sheriff Wright County August Court 1836

Whitfield W. Holliman Plaintiff

against

Isaac Jordan Adminr. of Josiah Jones ~~decd~~ Defendant } In Case.

Jury sworn, Verdict and Judgment for the plt.
for Thirty five dollars with interest thereon at six per centum per
annum from the first day of January 1831 till paid and the costs

Attest Nathl Young Ck.

1830	Mr. Josiah Jones	To W. W. Holliman	Dr.
Oct. 28 th		To visit to daughter Virginia and sundry medicines	\$ 2 - 25
29	"	visit S. sp. ² citharis nitronis R. # camphor for Nancy & ³ R. # for Virginia & ⁴	2 - 50
30	"	visit family S. calomel Zinc of Digitates for Nancy, ⁵ dos. of calomel & nitro antim.	3 - 00
Nov: 1	"	Visit S. 2 pul nitro camphoratum & ⁶	2 - 50
2	"	Visit mixtura febrilis & ⁷	2. 25
1831			
Sept. 13.	"	S. cathartic & directions for Nancy	1. 50
14	"	call medicine directions & ⁸	1. 50
Oct: 19	"	call Aetas plumbi S. sub muras Hydrar. Sub Guaiacum ⁹	2. 50
		R. # and directions for wife	
24	"	visit self S. sub muras Hydrar. Sub magnesia & ¹⁰	2. 00
"	"	staying all night medicine & ¹¹	5. 00
25	"	visit S. staying nearly all day sundry medicines ¹² consultation & ¹³	5 - 00
"	"	stay all night sundry R. # & ¹⁴ for S.	5 - 00
		Attest Nathl Young Ck.	\$ 35 - 00

The commonwealth of Virginia to the Sheriff of Sheriff Wright County Greeting we command
you as before you have been commanded that of the good behavels which were of Josiah Jones ~~decd~~
at the time of his death in the hands of Isaac Jordan administrator of said Jones to be administered
late in your bailiwick, you cause to be made the sum of thirty five dollars with interest at 6%
Cent per annum thereon from the 1st day of January 1831 till paid. which Whitfield W. Holli-
man lately in our said county court hath recovered against him for debt; also the sum of
nine dollars and forty cents - in the same court were adjudged for his damages, as well
by reason of the said debt, as for his costs by him about his suit in this behalf espoused,
whereof he is convict as appears to us of Record; and that you have the same before the Justices
of our said county court, at the Court House, on the first Monday in April next, to render to
the said Whitfield W. Holliman the debt and damages aforesaid. and have them there this writ.
Witness Nathaniel Young clerk of our said court at the Court House the 27th day of January
1835 in the 59th Year of the commonwealth. N. Young.

endorsed came to hand February the 2^d 1835. Elijah Joyner Ds. for Charles Murre Shff.

Return - No property nor ever will be Apr: 5. 1835 J. B. Whitehead Ds. for
Chs. Murre Shff.

W. W. Holliman

vs.

3 copy Ind.

3 Con: & Act.

3
Sons amor.

R

N. 3

An demand the 31st day of January one
thousand eight hundred and ~~and~~ thirtyone
Josiah Jones do promise to pay
William Hood free man of colour the
Just and full sum of fifty Dollars
for his services this present year
Given under my hand this 1 day of
January 1830

Witness
Dawson Moody

Josiah Jones (Seal)

Joseph Smith

To Note

William Flood

Man of colour

\$30.00

\$3.00

\$35.00

\$

1830 July Rec^d fifteen Dollars for a part of
the within Note
Lest
James Gray
his-
Billy + Floaife
mark

Pay the within to Gray Carroll & Co
Lea-
John Carroll
Wm. Flood

The deposition of Dawson Moody taken before me Bartholomew Lightfoot
a Commissioner in the Circuit Superior Court of Law & Chancery for the
County of Ill. of Wight this 4th day of January 1836 agreeably to notice.

"This deponent saith that he was well acquainted with
Josiah Jones. that he has frequently seen him write, and that he verily
believes that the bond executed by Josiah Jones on the 1st day of January
1830 to William Flood for the payment of fifty dollars, on the 1st day of
January 1831. assigned by said Flood to Gray Carroll &c. he verily
believes is in the hand writing of the said Josiah Jones. & further this
deponent saith ~~not~~ that he saw the said Jones sign & seal the said
bond. & further saith not.

Dawson Moody

The above deposition sworn to before me this 4th day of January
1836.

Barth. Lightfoot Comm.

Adair on all oodys
Deposition establishing
the hand writing of Mr.
Jones to a bond executed
to Mr. Flood, afterwards
assigned by Flood to
Gray Canale & Co.

J

107

On or before the first day of July next
for Value Rec^d I promise to pay unto
Frances Ward the Test and full sum
of forty Dollars as witness my hand and seal
this 3rd day of December 1826. —

Josiah Jones *my seal*

August 5th 1830 Recd in part of the mth in
note of 4.34 cents — — — Josiah Jones

Recd. Five dollars & 83-Cents in part of this Note
Edmund Chapman for freight m.

5

~~Second~~
not to
H. Ware
\$4.00

The Deposition of Dawson Moody of Lawful age, taken before me Bar-
tholomew Lightfoot a Commissioner in the Circuit Superior Court of Law
& Chancery for the County of Isle of Wight this 4th day of January 1835
agreeably to notice: This deponent said that he was intimately
acquainted with Josiah Jones, that he had frequently seen him write,
& that he verily believes ^{that} the bond executed the 3^d of December 1825 to Fran-
k Ward for the payment of forty dollars, the 1st of July 1827. is in the hand
writing of the said Josiah Jones. & further this deponent said not.

Dawson Moody

The foregoing deposition sworn to before me this 4th day of
January 1835.

Barth. Lightfoot Comd.

Dawson Moody's
Deposition establishing
the hand writing of Mr.
Jones, to a bond executed
to Frances Ward

K.

p. 5

Recd. Seven dollars
& 70 cents in part pay

Samuel Chapman

I have
not it
of you
\$50
✓

One day after date for Value Rec^d I promise to
pay or cause to be paid un to Susan Ward the
Just and full sum of fifty Dollars as witness
my hand and seal this first day of
July 1825 ————— Josiah G. ~~Seal~~

The Deposition of Dawson Moody of lawful age taken before me
Bartholomew Lightfoot a Commissioner in the Circuit Superior Court of
Law & Chancery for the County of Isle of Wight this 4th day of January 1836
agreeably to notice. This Depoant saith he was well acquainted
with Josiah Jones - that he has frequently seen him write, & that he
verily believes that the bond executed by Josiah Jones the 1st day of July
1825 to Susan Ward for the payment of fifty dollars is in the hand
writing of the said Josiah Jones - Further this deponent saith not.

Dawson Moody

The above deposition sworn to by Dawson Moody before me, this 4th
day of January 1836.

Barth. Lightfoot Com.

Dawson all oaks
deposition establishing
the hand writing of Mr.
Jones to a bond executed
to Susan Ward —

L

At 6

I certify that sometime ago a bone was sent into
my hands to collect in which Josiah Jones & Henry
Calcutt were oblig'd which I think was for the
kin of a negro - It was from one I think by
one Jarriss - I brought the suit against Henry
Calcutt who (understand), was the surety
he paid the money - The fact that it was
for the kin of a negro who under stand
was never in Calcutt's possession, but in that
of Jones I think is evidence enough that
Calcutt was surety -

A. Atkinson
Lawy 1836

Mr. Cor. Lattin

10

By Virtue of a decree of the Circuit Superior Court of law and
Chancery, held for the County of Schoffwight, pronounced on the
6th. day of May 1836, in a suit in Chancery, wherein Alonzo
Anderson & Elijah P. Goodrich, merchants and partners trading un-
der the firm and style of Anderson & Goodrich, for themselves and
others, are plaintiffs, and Benjamin N. Jones infant son and
him at law of Josiah Jones decd., Willis Swatney and Minniefred
his wife and John Jordan admor. of Josiah Jones decd. are
defendants - Will be sold to the highest bidder, on Saturday the
17th. day of the present month (September) at the store of John
B. Andrews, (that being on the premises), the two tracts of land
with the improvements thereon, of which the said Josiah Jones
did seize and possess, & nine months credit will be given
allowed the purchaser by giving bond with approved security
for the amount of the purchase money to the

Commissioners

By Virtue

By Virtue of a decree of

In Solis of Night County Court

November Court 1832

John Harris apx. of John Holt who was apx. of
William H. Piquen answer: de bonis viri of John Boardman Plaintiff

In Debt

against
Henry Callette surviving obligor of Josiah Jones dead:
and himself

Defendants

The defendant being arrested, and not appearing, on the motion of the plaintiff, by his attorney, it is considered by the court, that the plaintiff recover against the defendant forty two dollars and fifty cents, the debt in the declaration mentioned, and his costs by him about his suit in this behalf expended. And the said defendant in money &c.
costs \$5.91 five⁰ ip⁰.

The following is a copy of the execution issued on the above Judgment &c.
The Commonwealth of Virginia,

To the Sheriff of Solis of Night County, Greeting;
We command you, that of the goods and chattels of Henry Callette surviving obligor of Josiah Jones dead: late in your bailiwick, you cause to be made the sum of Forty two dollars and fifty cents with interest thereon from the 1st day of January 1831 at 6⁰ cent per annum till paid; which Zachariah Harris apx. of John Holt apx. of Mrs. H. Piquen lately in our said county court hath recovered against him for debt; also the sum of five dollars and ninety one cents in the same court were adjudged for his damages, as well by reason of the said debt as for his costs by him about his suit in this behalf expended, whereof he is correct as appears to us of record; and that you have the same before the Justices of our said county court, at the courthouse on the first Monday in February next, to render to the said Harris, the debt and damages aforesaid. And have then there this writ Witness Nathaniel Young, Clerk of our said court, at the courthouse, the 14th day of November 1832, in the 5th year of the Commonwealth.

Nathl Young

Served December 15th 1832 on a horn & a forthcoming or delivery bond taken for the delivery of the same which bond was forfeited
Jos. B. Whitehead & for
Evan Eley M^{rs}

Harriſp apw:

in 2 copy sent: 10

Collected: 1000

~~1000~~	~~1000~~
~~1000~~	~~1000~~
~~1000~~	~~1000~~
~~1000~~	~~1000~~

1000

1000

Twelve months after date we Josiah Jones and
do promise to pay Dorcas A. Baykin her heirs, executors, admors. or assigns
the sum of fifty dollars current money of Virginia, it being for the hire
of black Smith Edmund and cook for the ensuing year, we also promise
to furnish 3^d reg^t usual clothing, for the two performances of which
we bind ourselves our heirs, executors, admors. & assigns, Witness our hands
and seals this 29th day of December 1829

Attest

Josiah Jones (Seal)

Mrs R. Jenkins

Principal	\$50.00
Paid as G. Hargrett	7.92
	42.08
Int. from 29th December 1830 to 29th January 1835. 44 ² 1/2 m ^o 2	10.29
	52.37
Costs	9.78
Paid by Diff. money rec ^d on exon. as I live in favor of Jones at	37.41
	37.41

A Copy taken

Nath^l Young Wk.

Lower
to ²/₃ note
Boswell

Pay her order of mine
the balance due
on this note say

\$37.41 with int from the 29th Jan'y 1835
and costs of this copy 36

A. A. Allen per

N.

N^o 1

cost of this copy 36c

Shelby County to Wit

Summons I shew Jordan ^{admr of Jonathan Jones Decent} to appear before
me or some other Justice of this County
at Cosby Chatmans store on Saturday the 27th
of June 1835 to answer the Complaint of
Dawson Moody for the non-payment of
nineteen Dollars & 13 Cents Due by a/c
and then make return how you have
Executed this warrant - Given under my
Hand this Day of June 1835

Jonas Wallman JP

Dawson Moody
Mr E Marrant
Cham Jordan
Acty of Parish
Louis Recd
Executed
Jas Gray Const
Summons? / Returns
Rec^d of the Const of Dawson
Moody. Jas. Gray Const

0
no. 9

pay must be granted the Plaintiff for
for \$1911.13 with interest from then day till
paid and cost 30 cents given under my hand
the 27th day June 1835
James M. Marrant

Settled in part of the within account

0

Balance due \$20.42
19.13

Recd

All Available Text Successfully Captured

for John Gordon Adm of John's bed

To Danson Mowley Sr

1841 { Making Coffin for J. Jones \$18.00
finishing trimmings for the same {
Bellows case on bands of difference
insurance are in ap^l of settlement \$2.42
\$19.12
\$39.53

The Deposition of Edmund Chapman taken before me Bartholomew
Lightfoot a Commissioner in the Circuit, Superior Court of said Chancery
for the County of Ill of Wight this 4th day of January 1836 agreeably to
Notice. This Depoant said that the account in favour of
Dawson Moody against the Estate of Josiah Jones for nineteen dollars
& thirteen cents is just true, and further said not.

Edmund Chapman

The foregoing deposition was sworn to before me this 4th
day of January 1836.

Barth. Lightfoot Com.

Edmund Chapmans
deposition establishing
Dawson Moodys claim
as the wt. of Cor. Jones

O.

Mr. Isaac H. Jones

1831

J. Yomble & Atkinson

Dec 18th	84	cup Iron	c 5c	\$4.20
1831	1	Rasp	2/3	38
Jan 8th	1	Bar Blistered Steel	4 1/2 @ 10c	4.45
	1	" German	9 1/2 @ 10c	1.58
				\$10.61

Mr. Jas. Jones

To \$ a/c

W. J. Atkinson

\$10.65

Shelburne County, to wit:
Summon *Isaac Jordan* an adm^r of *Isaac Jordan* to appear before me, or some other
Justice of the Peace for this County, at *Wombles & Atkinson* on the *20th* day of
June 1832 to answer the complaint of *Wombles & Atkinson*

of a plea of debt, for the non-payment of
Ten dollars & 6 Cents with interest, due by *act* and then make
due return of this warrant. Given under my hand this *4th* day of *June* 1832

To any sworn Constable of
the County aforesaid. }
Summon George Davis

Isaac Jordan

Judgment is granted the *4th* for the sum of *ten dollars & 6 Cents*
and costs, *four* with interest, from the date *day* of *judgment* till paid.
Given under my hand, this *20th* day of *June* 1832

W. Jordan

Shelburne County, to wit:
I COMMAND YOU, That of the Goods and Chattels of *Isaac Jordan* at the time of this
debt *now in the hands of Isaac Jordan* you cause to be made the sum of *ten dollars and sixty one Cents*
with interest from the *20th* day of *June* 1832 till paid, and costs, *10th Cents*
which *W* recovered before
a Justice of the Peace for the County aforesaid; and that you render to the said
the debt aforesaid, and make due return thereof within sixty days. Given
under my hand, this *day* of 1832

To any sworn Constable of
the County aforesaid. }

Mumble & Atkinson

No { warrant -
Jones admr

recd

Ch. Callcott

Principal \$10.61

Cost 1.04

Net .60

\$12.25

to May 1-1853

Q

No 10

and demand I promise to pay or Cause
to be paid unto Joseph C. Eger his
Heirs or order the Just and full sum
of Fifty one Dollars and 75 Cents
Lawfull money of Virginia for Value
received. for the true performance
of which I bind my self my Heirs
He firmly by this present sealed
With my seal and Dated this
10th day of July 1831.

Attest
A. G. Moody

Jonah Jones Seal

Josiah Jones

To 3 orate

\$ 58.75

3

1

Isle of Wight Court House May 1st 1837.

Alexander Anderson & Elijah P. Goodrich Merchants &
partners under the style and firm of Anderson & Goodrich
for themselves and others

Pls:

against

In Chancery

Benjamin & Sons, infant son & heir of Josiah Jones decd.
Wells Geoatman & Winnifred his wife, formerly Winnifred Defts
Jones - and Abraham Jordan Admor. of Josiah Jones decd.

Joseph Cofer, who claims to be a creditor of said Josiah
Jones decd: presented before your Commissioner a bond purporting to be
executed by the said Josiah Jones on the 10th day of Feb'y 1831. for the sum of
Fifty one dollars and seventy five cents payable to the said Joseph Cofer, on
demand: - the said Joseph Cofer agrees to pay the costs of his application &
the expense of reapportioning the fund among the creditors of said Jones provided
there is a deficiency of assets. - The bond aforesaid is herewith filed marked
A: and submitted to the Court -

Barth. Lightfoot Comr.

Is of right homely (downy)

I do hereby certify ^{that} there is charged to the estate of
Josiah Jones ~~and~~ on the commissioners books of this county one thousand
and thirty acres of land. — Given under my hand this 4th day of July 1835
Nath Young W.
1835

Certif: of the quantity
 of land charged to Jos:
 Jones's est:

I have received of Mr N. Young one of the Comms. in suit Anderson
& Goodrich vs. Ennis Admors. for making report in favour of Joseph
Leaser - a party to said suit - the sum of one dollar.

W B Lightfoot Secy.
July 23rd 1837.

The Commissioners

TO SHIELDS, ASHBURN & GRIGSBY,

OFFICE OF "The American Beacon and Norfolk and Portsmouth Daily Advertiser," } Dr.

			\$	Cts.
1836				
Aug.	11	To Advertising Sale of Josiah Jones' land, on 17 th September next once a week & times	2	00

E. E.

Received Payment Aug. 18th 1836

Shields, Ashburn & Grigsby
for Richard Courtney

I paid two dollars for the 1st
time advertising but have mislaid
the receipt — N. Young

Acct. of Clerk's fees	Anderson & Goodrich	\$ 20. 75
do	the other parties	3. 50
Att ^o fee	do	33. 25
Writ Tax due the att ^o (he having paid it) -	do	16. 66
do	do	75
do	do	50. 66
do	do	90
do	do	51. 50

Commissions on the first \$300 . @ 5%	\$ 15. 00
do on \$500 . @ 2%	12. 00
	\$ 27. 00 - 1/3 of 1st
paid printer for advertising	4. 00
Com ^o fee . . . (1 rept.)	16. 00
do . . . do . . . for copies rept.	1. 00
	<u>48. 00</u>
	\$ 99. 50
	9. 00
	90. 50
	16. 66
	<u>73. 90</u>

Anderson & Goodrich
vs. $\frac{3}{4}$ Beer costs
Poussant & Co

At a circuit Superior Court of Law and Chancery held for Islip Wight County
the 8th day of October 1836

Alexander Anderson and Elijah P. Goodrich
merchants & partners under the style &
firm of Anderson & Goodrich for themselves
& others } Plaintiffs

against

Benjamin A. Jones infant son and heir of
Josiah Jones decd: Willis Gwaetung & Winnifred
his wife formerly Winnifred Jones, and Isham
Jordan Administrator of Josiah Jones decd. } Defendants

In Chancery

This cause came on this day to be again heard
on the papers formerly read; and the report of the commissioning made
pursuant to the order of the 6th May 1836 to which no exception has been
filed, and was argued by counsel, in consideration whereof, the Court doth
confirm the report of the sale made under the order of the 6th May 1836
and in the return of Joseph Cofer, Edmund Chapman, and others.
And the Court doth order themselves to the execution of the same.
And the Court doth order the decree heretofore made in this
cause to be exhibited their claims before the Court.

Anderson & Goring to
15. 3 Copy
3 decr
Low's hair to

May 4th 1837 files

At a Circuit Superior Court of Law and Chancery held
for the County of Islip on the 6th day of May
1837 —

Alfred Anderson and Elijah P. Goodridge
merchants and partners under the firm &
style of Anderson & Goodridge —

3 plffs.

against
Bridg. N. Jones infant son of Josiah
Jones decd. Minors Sarah and William
Jordan admors. of last Jones decd.

in eqy

3 defts.

This Cause came on this day to be again heard on
the papers formerly read and the report of the Court made
pursuant to the order of the 6th day of May one thousand
eight hundred and thirty six, directing a sale of the
lands belonging to the heirs of Josiah Jones, and the
report of Court right full made pursuant to the
order of the eighth day of October one thousand
eight hundred and thirty six, to which report no
exceptions have been filed, and was argued by
counsel, an examination being of the Court with
adjudge order as appears from the said report be
confirmed — And the Court doth also order that
the said Court who are the said lands collect the
superior bonds, and — for the purpose thereof as
soon as they become due — then pay over the costs
of the suit and of the collection and distribute the

balance as follows. Thursday, pay to Anderson
& Goodridge eighty five dollars and thirty four cents
with interest on seventy five dollars 32 cents, paid
thereof, from the fourth of September eighteen
hundred and thirty till paid -

To Saml Parnall seventy dollars and nine cents
with interest on \$5.00 and 13¢ from the tenth of Aug.
1833 till paid - To Gray M. Canoll twenty dollars &
94¢ - with int: on \$20 paid thereof from the 13 June
1833 till paid - To Whitfield W. Holliman forty four
dollars and forty cents with interest on \$35 - paid
thereof from 1st Jan: 1831 till paid - To Gray Canoll
\$60.33 with interest from the 1st of Jan: 1831 till
paid - To Francis Ward thirty eight dollars & 60¢
with interest thereon from the 30th Aug: 1832 till paid
to Susan Ward \$32.30 with int: from 2^d July 1828 -
till paid - To Henry Cole \$52.70 with interest
on \$42.50 paid thereof from 1st Jan: 1831 till paid -
To J. H. Henderson account of D. Boykin \$37.41 with
int: from 29th Jan 1833 till paid - ~~Do~~ To
Dawson Moore \$43 with int: on \$17.13 paid
thereof from the 2^d Jan 1833 till paid - To Wm
Worble \$11.83 with int: on \$10.51 paid thereof
from 2^d Jan 1833 till paid - To Joseph Cope
\$57.73 with int: from the 10th day of Feb: 1831

till paid And that the said Court pay the
balance (if any) to the legally qualified go.
of the ^{infant} defendant - liberty is reserved to the
infant defendant, to third Cause if any he
can against this decree within one year after
he shall arrive to the age of twenty one years.

a copy sent N. P. Young Esq

Anderson & Goodridge
vs. 3 copy clause
Series 1.

Statement showing the amount of Money received by the commissioners who sold the lands of which Josiah Jones was the owner together with the costs of the suit of Anderson & Goodrich both as said for & against them, and the balance due, and the balance due to the said Benjamin St. Louis son & heir of said Josiah Jones Decd. — all which, being copied & certified with a decree of the Superior court of Law and Chancery entered in the above mentioned suit the 6th day of July 1837, then to remain

Willis Gwaltney & Gray Carrell's bond for the manor plantation for					\$ 660 00
Interest on 5% from the 17 th day of June till the 8 th of July 1837 — 21 days					2 20
James Flake & Josiah Holliman's Bond for the other tract of land					240 --
Int. on 5% from the 17 th day of June till the 8 th of July 1837 — 21 days					1 13
					\$ 903 33
Anderson & Goodrich Principals	\$ 85 34				
Interest on \$70 — 32 qrs till the 4 th of Sept. 1830 — till 8 th July 1837 — 6yrs 10 mo 4 days	34 28		116 02		
Jane Parnell's debt — in principal	17 09				
Interest on \$15 — 15 from the 10 th day of August 1833 — 3yrs 11 month	3 49		20 58		
Gray M. Carrell's debt — in principal	21 94				
Interest on \$20 — from the 15 th June 1833 — 4 Years 23 days	4 86		26 80		
Whitfield W. Holman's debt in principal	44 40				
Interest on \$35 from the 1 st Jan. 1831 till 1 st Jan. 1835 — 4 years 6 months 8 days	17 35				
Gray M. Carrell's debt in principal	35 --				
Interest on \$35 from the 1 st Jan. 1831 — 4 years 6 months 8 days	13 69		48 69		
Francis W. Holman's debt in principal	38 08				
Interest on \$38 — from the 5 th day of Aug. 1830 — 5yrs 11 mo 3 days	15 79		53 87		
Francis W. Holman's debt in principal	32 30				
Interest on \$32 — from the 2 nd July 1825 — 12 Years 4 Days	23 28		55 58		
Francis W. Holman's debt in principal	52 70				
Interest on \$52 — from the 1 st Jan. 1831 — 5 years 6 mo 8 days	16 65		69 35		
Francis W. Holman's debt in principal	37 41				
Interest on \$37 — from the 1 st Jan. 1835 — 2 years 5 mo 9 days	5 40		42 81		
Francis W. Holman's debt in principal	19 43				
Interest on \$19 — from the 27 June 1835 — 2 years 11 days	2 32		21 75		
Merriam's debt in principal	11 65				
Interest on \$11 — from the 10 th of June 1832 — 5 Years 18 days	3 20		14 85		
Joseph Cofer's debt in principal	57 75				
Interest on \$57 — from the 1 st January 1831 — 6 Years 5 mo 8	20 11		77 86		
Amount of costs of the suit and sale &c					604 55
Nett balance paid over to the guardian of Benjamin St. Jones					298 78
					99 56
					\$ 798 89
					199 22

July 7th 1837 — of Nathl & Loung, Josiah Holliman & James M. Carrell commissioners named on the above named bonds the sum of One hundred and ninety two dollars and Twenty two Cents being the net balance due for the amount sales of the lands of said Josiah Jones and after paying the costs of the suit, and the above named debts —

Witness

Willis Gwaltney
Geo. for Benjamin St. Jones
orphan of Josiah Jones
Decd.

Currier & Goodrich
 35 State Street
 Boston, Mass.

Received of the Young Josiah Hollins
 of the sum of \$100.00 by the annexed decree
 of the Court of Probate for the estate of Josiah Jones etc. agreeably to the within

Currier & Goodrich: Gray fee
 and, Henry Callcott, John B. Bunker
 and, John M. Moulton and Joseph

July 1837 - of the above named commissioners Sixteen dollars and
 six cents for my fee in the above mentioned suit and twenty five cents for the
 writ of ~~scire facit~~

J. C. Currier