

1844-079

Chancery Causes: James Chalmer VS Alfred S. Turner's admr & al

Isle of Wight County

other SURNames: Gibbs,
Chapman, Edwards, Jordan,
Casey, Howell, Moody,
Mingo, Gwaltney, Darden,
[Wills + Dickson] Wills,
Dickson, Nelms, Bracey,
[Lattimore + Joyner], Joyner,
Lattimore, Uzzelle, Tomlin,
Bains, Purdie, Womble,
Butler, Uzzell, Joiner,
Uzzel, Atkinson, Hall,
Harvell

To the Judge of the Circuit Superior Court of Law &
Chancery for the County of Richd. M^{ch}. sitting
in chancery - humbly complaining, shew to the
at your complainants James Chalmer, who
was on side on his own behalf, or of 12 of the
other creditors of Alfred G. Turner, who may
choose to come in and contribute to the expenses
of this suit - that our Alfred G. Turner late of
the County of Richd. M^{ch}, departed this life on
or about the day of ^{intestate} ad. 18th 2nd seized and
possessed, as an estate of inheritance, to own
or more tracts of land in said County, contain-
ing and bounded by the lands of
some of said other men to the Court
house of said County, and the said intestate at
the time of his death left several valuable
slaves, and other personal estate to the value
of ^{and upwards}, and one Robert
Gibbs before the said Court has qualified as
administrator of the said Turner, as will appear by a
certificate of said qualification which is herewith
filed and marked A, and is to be considered
part of this bill - and the said Gibbs has taken
possession of the personal funds aforesaid, and the
said Harriet Turner the widow and ~~the said~~
Mary Ann Ferguson and Harriet Turner infants &
heirs at law of said Alfred G. Turner have possess-
ion and themselves of the real estate of said much
more than enough to pay your orators and
other debts due, and they are in the receipt
of the rent and profits - Your orators aver that
the said Alfred G. Turner at the time of his death
was indebted to him in the sum of \$28.32

and appear by exhibit A herewith filed
— for goods, wares, and merchandise
then sold and furnished to the said Turner at
his request and in view of the sum of money
and also to view of the sum of money
and your orator has applied to the said
Gibbs and requested him to pay said money
but he has refused to do so, alleging that the
personal fund in his hands is inadequate
to the payment of the bonds due to the said
of his intestate of superior dignity to your orator
demand in the legal course of administration
— location of the assets — and he has applied to the
said widow and heirs to be paid out of the
real estate but they refuse to pay him because
they say his demand should be paid out of the
personalty and is not to be paid out of the
real estate — whereas your orator is advised
that as the personal fund has been taken to
pay the bonds due binding the heirs the
real estate to that extent is responsible for
such of the bonds as have not been discharged
the simple contract claims, and that in a
Court of Equity your orator can be relieved
and paid his just and proper demand;
the personal fund was the fund to pay your
orator demand and that has been taken to
pay bonds due binding the real estate —
in tender consideration whereof, &c. for as
much as your orator is without remedy in the
premise save in this Court of Equity. To the
end that justice be done, he prays that the said
Robert Whitty administrator aforesaid, and the said
Harriet Turner, and her heirs

of Alfred F. Turner, and Margaret, Georgiana and
Harriet Turner infants
~~and~~ and heirs of said Alfred F. Turner
may be made defendants to this bill and
be compelled to answer the same fully &
unvariously — that you will compel the said
Gibbs administrator aforesaid to settle his adminis-
tration account and show distinctly how
he has disposed of the assets that came to his
hands — that the said widow & heirs may
set forth to the best of their knowledge and
belief, whether your orator demand is
just and correct? How much back at
real estate has come to their hands, or to
the possession of either of them, when it lies to
the annual or other simple value thereof.
That you will make the usual true copy
over in reference to said property, that
you will decree a sale of the real estate
to pay your orator demand, if it be true that
the personality has been or shall be consumed
in paying debts in which the real estate
bonds — that your orator may be permitted
to stand in the place of such bonds & con-
ditions and that you will make any other
or further order in the premises that may
comport with equity, and that you will grant
him the Contingent writ of habeas corpus to
A. T. Kinsman p. 9

Chalmers &
or { Reel &

The adm. & of
Alfred J. Turner

January Rules 1843. Bill filed
H. Pa. ex. on N. W. Hells adm. &
The adm. of infants, filed by N. O.
Young who is app. & 5th ad. litem
at this rule & gen. Rep.

Sam. rule Sp. ex. on Hamilton

March rules set for hearing

May Term 1843.

Decree for actor &

Sept. rules 1843 comm. & pord
returned & filed

Octo. Term 1843 decree for
Sale &

Decr: 4th 1843 Rept. filed

May Term 1844. decree
directing comm. to collect bonds
&

Octo: 1844
final decree.

Attk: p. g.

KNOW ALL MEN BY THESE PRESENTS, That we *Robert M. Gibbs*
And Robert Gibbs

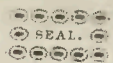
are held and firmly bound unto *James C. Jordan, James M. Jordan,*
Watson P. Jordan (and John R. Purdie
gentlemen justices of the *Court of Isle of Wight*
in the just and full sum of *five thousand* Dollars; to the
payment whereof, well and truly to be made to the said justices for the time being,
and their successors, we bind ourselves, our heirs, executors and administrators, jointly
and severally, firmly by these presents: sealed with our seals, and dated this *fourth*
day of *July* in the year one thousand eight hundred
and *forty two*

THE CONDITION of this obligation is, that, if the said *Robert M. Gibbs*
administra^{tor}
of the goods, chattels and credits of *Alfred G. Turner* deceased,
do make a true and perfect inventory of all and singular the goods, chattels and cred-
its of the said deceased, which have, or shall come to the hands, possession or knowl-
edge of *him* the said *Ro. M. Gibbs*, or in the hands or possession
of any other person or persons for *him*, and the same so made, do exhibit unto the
Court aforesaid, when *he* shall be thereunto required by
the said court; and such goods, chattels, and credits, do well and truly administer ac-
cording to law; and further, do make a just and true account of *his* actings and
doings therein, when thereto required by the said court; and all the rest of the said
goods, chattels and credits which shall be found remaining upon the account of the
said administra^{tor}, the same being first examined and allowed by the justices of
the said court for the time being, shall deliver and pay unto such persons respectively,
as are entitled to the same by law; and if it shall hereafter appear, that any last will
and testament was made by the deceased, and the same be proved in court, and the
executor obtain a certificate of the probat thereof, and the said *Robert M.*
Gibbs do in such case, being required, render and deliver up *his*
letters of administration, then this obligation to be void, else to remain in full force.

Witness.

Ro. M. Gibbs

Robert Gibbs



Copy

Teste N. D. G. M. Gibbs



Rev. W. Gibbs bound as
adm. of A. G. Turner

(A copy)

364

Chas. Jos. Chalmers

Dr. Mr. Alfred G. Turner in acct. with James Lehalnurs.		
1841	Aug. 3 rd	For 4 Yds. Barn cloth @ 3/9. 1 Y. Canvas 1/6.
	"	" 1 Sett Coat buttons 2/3. 3/4 Y. padding 3/.
Nov. 11.	"	1/2 rd rope 1/6.
1842	Feb. 14	" 1 Barrel Sup flour \$7 1/2 3 muding hours @ 3/4 p
"	"	" 2 killing hours @ 3/.
"	"	" 1 Fleets axe 12/.
"	28.	" 2 Bushels Irish Potatoes @ 3/9. 1 Spelling book 1/6
	"	" 3 Spools Cotton @ 6 th . 2 Y. leading lines @ 1/6
Apr. 11. to 23.	"	" 1 Qt. French brandy 3/.
"	26.	" 10 Yds. Burlaps @ 15 ^{cts} . 2 1/4 Yds. Cotton cloth @ 9/.
"	"	" 12 " Stripes Cotton @ 1/.
	"	" 1 Spool Cotton 6 th .
	"	" 1/2 " Summer cloth @ 3/9. 2 3/4 Yds. Gambon @ 6/.
	"	" 4 Paper pins @ 9/.
	"	" 10 Yds. Callico @ 9 ^{cts} .
May 12.	"	" 3 Plough points @ 1/6. 1 Spade 7/6.
"	24	" 1 1/2 Yds. Burlaps 1/6 Sand paper 1/6 —
1842	Feb	
Feb. 14.	"	" 7 1/2 Bushels pear @ 60 ^{cts} .
		\$ 32. 72
		4. 50
		\$ 28. 22

Isle of Wight County (to wit)

Sam. G. Boykins

Personally appears before a justice of the peace for
the aforesaid County ^{made} and ^{and} oath to the justice of the foregoing
acct. of Twenty Eight Dollars 32. Cents. Given under my hands this 30th day
of December 1842

E. Harrison J.P.

Alfred G. Turner
To
James Chalmer
\$28.32

exhibit
12-

Julia Gray (a free colored girl is
Nath. W. Gibbs admr: Alfred G. Turner
In this case seen me an apprentice
upon the invention — \$12.

Calia frag

7

Depos

Jam

at

11/12

Lamy, Charles & Co. 1866:

No. 11 Fifth ad. Alfred J. Tamm & Co.
This case came on to be again heard
on the papers formerly read, the report of
A. Atkins - Coun. made in pursuance
of the order of the 17 of May 1866, to which
no exceptions have been filed & was
agreed by Counsel; On consideration
whereof the Court doth adj. ord. and
decree that the said report be confirmed
and held firm between the parties, &
that the costs ~~be~~ ~~the~~ ~~total~~ ~~incurred~~
~~by the parties~~ ~~be~~ ~~paid~~ ~~by~~ ~~the~~ ~~parties~~ ~~do~~
in sum 24 Nov. 1866 be mutually
borne by the parties -

Chalmers &
Gifts son of
R. J. Turner &

Sum
to the ct Octo.
1846.

To be Entd.

Entered

At a Circuit Superior Court of Law and Chancery held for the County of Islet of Wright on the 17th day of May 1844.

James Chalmers who sues on his own behalf and that of other Creditors of Alfred G. Turner decd. *Plffs.*

Against

Robert W. Gibbs Adminr. of Alfred G. Turner decd. Harriet Turner, widow of Said A. G. Turner, and Margaret, George Ann, and Harriet Turner the last three infant children and heirs at Law of Said A. G. Turner decd. *Defts.* *In Chancery*

This cause came on this day again to be heard on the papers formerly read, and on the report of the Commissioner directed to make sale of the lands of the said Alfred G. Turner decd. on consideration whereof the Court confirming said report and sale, doth adjudge, order and decree that the said sale be made binding between the parties, and that Archibald Atkinson the Commissioner shall proceed to collect the bonds reported to Court against Kena K Chapman for \$172:18 and the bond against George F. Hales for \$524:36 and pay to Kena K Chapman the sum of \$38:25 with interest thereon from the 7th October 1843 till paid, to James M Turner \$319:13 with interest on \$305:92 part thereof from the 7th October 1843 till paid, to William Turner for Ransom G. Hawick \$148:32 with interest on \$124:62 part thereof from the 7th October 1843 till paid, Elizabeth Edwards \$39:01 with interest on \$30:49 part thereof from the 7th October 1843 till paid, to Isaac Moody \$23:54 with interest on \$20- part thereof from the 7th October 1843 till paid, and to Nancy L Turner \$31:31 with interest on \$25:89 from the 7th October 1843 till paid, and the balance of the said bonds against said Chapman and Hales, the said Commissioner shall divide and pay pari passu to the other Creditors mentioned in the decree in this cause on the 11th day of October 1843 —

And report his proceedings herein in order to a final decree.

A copy

Teste

J. P. Mills D.C. J.M.C.

Archd. Atkinson comr. under the seal in the case in Supr. Ct. of Chalmers vs Gibbs admr. Alfred G. Turner & others, pay to Allen Edwards the sum of thirty one dollars and 31 cents with interest on twenty five dollars and 89 from the 7th of October 1843 till paid — This will be paid by the said

Witness —

J. H. Marshall

Nancy L. Turner
mark

amt. paid out by A. Atkinson

Wage Hawser 153.30 -
Knoch & Chopin 39.86
Mr. Edwards 40.28
Miss Turner 32.31
Mr. Turner 332.03
David Moody 597.78
24.35

amt. recd. of Halsey 526.48
of K & K Chopin 174. -
700.48

622.13
700.48
78.35 bal

May 1844

Chalmers 404.
Agnew & Co. 404.
C. B. Turner 404.
for Asst. Atkinson
Commissary

1. July 1844 Recd of Atkinson for One hundred ^{fifty three dollars} ~~thirty nine dollars~~ 130
lent on the undersigned for interest
\$153.30
\$29.86
\$183.16

For & from all
for R. G. Harrell

Recd of A. Atkinson under this order the
sum of \$39.86. July 1. 1844.

(Signed)
B. Chapman

Recd of A. Atkinson \$40.28 in
full for claim of Eliza Edwards
J. Williamson att

Recd of A. Atkinson the sum of three
hundred and thirty two dollars &
thirty cents in full of my claim under
the within order - (Signed)
James W. Turner

Recd from A. Atkinson the sum of thirty
two dollars and 31 Cent on this order
July 6. 1844. (Signed)

Allen Edwards

Recd from A. Atkinson twenty four dollars ³⁶
in full of my claim under the within
order July 8. 1844. (Signed) Isaac Moody

At a circuit Superior Court of Law and Chancery continued and held for
the County of Isle of Wight on the 11th day of October 1843

James Chalmers

Plff

Against

In Chancery

Robert W. Gibbs adm^r of Alfred G. Turner & others

Def^s

This cause came on this day to be again heard on the papers formerly
read and the report of the Com^r made, pursuant to the order
of the day of May 1843, to which no exception has been filed,
and was argued by Counsel on consideration whereof
the court doth confirm the said report, and doth order and
decree that Robert W. Gibbs adm^r of Alfred G. Turner, out
of his own estate pay to Isaac Moody the sum of \$286-92
with interest from the 7th of October 1843 till paid, to
Rena H. Chapman \$132-56 with interest from the 7th
day October 1843 till paid, and that unless the defendants,
or some one of them pay to the plffs respectively the claims
to which they are entitled under this decree and the costs
of suit on or before the 1st day of November next, Archibald
Atkinson who is for that purpose appointed a commissioner
after advertising for at least 20 day at some public place near the
premises, and likewise at the door of the Court house of this County,
sell to the highest bidder for so much cash as will pay the expenses
of this suit & of the sale, and the balance on a credit of 6 months,
the real estate in the County of Isle of Wight whereof Alfred G. Turner
died seised as an estate of inheritance, including the reversionary
interest in the widows dower heretofore allotted Harriett Turner,
which land are estimated to contain 295 acres, bounded by the
land of Rena H. Chapman, Nancy Uzzell and Eliza Whitley,
and the public road leading from Isle of Wight Court House to Black
water Bridge taking of the purchaser or purchasers bonds with
good security and a deed or deeds of Trust on same to secure
payment of the purchase money, and that he dispose of the money
or bond in the following manner - that he pay to Rena H.
Chapman \$38-25 with interest from 7th October 1843 till paid
to James M. Turner \$319-13 with interest on \$305-92 part
thereof, from the 7th of October 1843 till paid, to Mrs Turner
for Ransom & Harwell \$148-32 with interest on \$124-62
part thereof from 7th of October 1843 - to Elizabeth Edwards
\$39-01 with interest on \$30-49 part thereof from 7th October 1843
till paid - to Isaac Moody \$23-54 with interest on \$20- part thereof
from 7th October 1843 - to Nancy L. Turner \$31-31 with interest

on \$25.89 from 7th of October 1843 till paid, to James Chalmers
 \$33.85 with interest on \$28.31 paid thereof from 7th of October 1843 till paid
 to Billy Mingo for Isaac Moody \$8.61 with interest on \$7.14 paid thereof
 from 7th of October 1843 till paid - to Peter Swallow for Isaac Moody \$1.28
 with interest on \$1 - paid thereof from 7th of October 1843 till paid, to Charles
 Darden \$3.46 with interest on \$3.25 paid thereof from 7th of October 1843
 to Mills & Dickson \$67.49 with interest on \$62.41 from 7th October
 1843 till paid, to John S. Melms \$12.27 with interest from 7th of
 October 1843 on \$11.32 till paid, to James Wacey \$1.88 with interest
 on \$1.50 paid thereof from 7th of October 1843 till paid, to Lattimer &
 Joiner \$7.97 with interest on \$7.03 paid thereof from 7th of
 October 1843 till paid, to Catharin M. Uzzee \$13.26 with interest
 on \$12 - paid thereof from the 7th of October 1843 till p^d, to John
 Corbin \$4.64 with interest on \$4 - paid thereof from 7th October
 1843 till p^d, to David A. Bain \$5.65 with interest on \$3.71
 paid thereof from 7th of October 1843 till paid, to W^m Turner
 \$21.14 with interest on \$19.75 paid thereof from 7th of October
 1843 till paid, to John R. Purdie \$60.16 with interest on
 \$50.25 paid thereof from 7th of October 1843 till paid, to
 Miss Noble \$5.61 with interest on \$4.75 paid thereof from
 7th of October 1843 till paid, to John W. Butler \$4.24 with
 interest on \$4 - paid thereof from 7th of October 1843 till
 paid - but if the said lands shall not sell for enough to pay
 the whole of the said demand, then the Commissioner will
 pay the aforesaid demand, of Rena K. Chapman, James
 M. Turner, Ransom G. Hawley, Elizabeth Edwards, Isaac Moody,
 and Nancy L. Turner if there be enough to pay them, and if
 not sufficient then divide said funds between the last
 aforesaid creditors pro rata and if after paying the last
 named creditors a balance shall remain in the hands
 of the Commissioner he shall divide the same among
 the said creditors, who shall not have received any portion
 of their demands to be paid pro rata and if after
 satisfying the expenses of the suit and of the sale and the
 aforesaid creditors there remain in the hands of the
 Commissioner any balance he shall bring the same
 into court, subject to the future order in this cause -
 The Commissioner is to make a deed to the purchaser
 or purchasers, without warranty, Liberty is reserved to the

infant defendants to shew cause against this decree if anything
 can in a year after they shall have respectively arrived
 to the age of 21 Year - and the Commissioner is to make
 report &c. -

costs \$58.87

A copy

Teste

J. P. Mills D.C. W.C.

Chalmers & Turner admt. - report.

sale of one part of the land in the same
 mentioned - say one hundred acres to
 Rena K. Chapman for \$200.
 Balance of say manum plantation
 and 50 acres of wood detached,
 to George Hall - \$80
 780

cost of suit	\$24.60
Chapman bond	58.87
Hall bond	172.18
	524.36
	<u>780.00</u>

Wm. Court. after notice on the same since
 sold the land to the highest bidder as of
 said - he executed deed to Chapman &
 Hall the purchasers, paid the costs to the
 p^{er}ff. Chalmers, and filed herewith the
 bond of George Hall with David H. Batten,
 and the bond of R. K. Chapman with W^m.
 R. proper security. He took a deed of
 Court from Hall on the land, he presented
 Wm. Court. did not object to the bond,
 he said - as they do not fall due till
 after May Court, he thought it best to
 return them to Court to be collected
 under a future order -
 He took bond and As sh^d. Attorney on
 from Hall, and on Nov. 23. 1843.
 p^d. cost of suit to be
 Chalmers & Turner

~~34~~
~~10.00~~
~~2.75~~
~~17.25~~

Recd \$580
 amount —

Profr. — as. Atkinson — the cost
 of the said section this morning is
 say, fifty six dollars 87 cts
 Nov 20. 1843. *Wm. Chalmers*

Chalmers
 vs M Chancery
 Turner's Adm'r.

Copy of Deeds
 Friday the
 24 Nov. 1843
 Sale of the
 land —

Cost of Deeds ~~55.64~~
 — chips — ~~27.83~~
~~83.47~~

on last chips ~~200~~
 on bank all ~~580~~
~~780~~

16.66
 17.41

22.22
 22.22
 44.44

\$ 580
 200

\$ 780

300
 10.00
 9.20
 20.80
 58.00

580
 55.64
 524.36

30
 2782
 218

24 75
 51.75

80.617
 26.281
 26.282

Chalmers, T. J. & Son, Boston
 Bon & Hines's Hair &c.

Saml de Turenne	\$40.38	
	233.13	
	39.62	
	<u>319.13</u>	319.13
Wm. T. Sumner for Hanson & Hancock		48.10
Whitcomb Hancock		37.19
Isaac Moody		286.92
Stanley T. Sumner		31.31
Reuben K. Chapman		170.81
Isaac Moody		33.57
Wm. T. Sumner for Hanson & Hancock		100.22
		<u>1027.25</u>
claiming nothing's Hair		

Saml Chalmers of	\$33.85
Billy Mingo for Isaac Moody	8.61
patronage for same	1.28
Ch. Sumner	3.40
Willis Dickson	67.49
John T. Nelson	12.27
Saml. Wacey	1.88
Sattina Sprin	7.97
Catharine Lygok	13.26
John Tomlin	4.64
David A. Bain	5.65
Wm. T. Sumner	21.14
John K. Francis	60.10
Levit Munk	5.01
John B. Butler	4.24
	<u>250.91</u>
	1027.25
	<u>1278.16</u>

amt. due by the owner.

July 15. 1863 413.80
with same to 7th Octo. 1863 5.68
amount paid 7 Octo. 1863 419.48

Ant. of jgt. on bond in favor of
Dana & Co. \$286.92
Kenah R. Chapman 170.81 ~~170.81~~
to receive of the owner 132.56
170.81
132.56
38.25 bal. due

if the land - to be paid to Kenah R
Chapman 38.25
with int. from 7 Octo. 1863.
To Dana & Co. 40.38
do 233.13
do 39.62
319.13 with int. on

38.34
228.56.
39.02
305.92 paid to Dana & Co. 7th Octo. 1863.

To Dana & Co. for balance of bond
pay \$48.10
100.22
148.32 with int. on \$40.28 \$86.52
pay \$124.02 from 7th Octo. 1863.

Robert H. H. H. \$39.01 with int. on
\$30.47 -

Dana & Co. \$23.54 with int. on
\$20 from 7th Octo. 1863.

Dana & Co. for \$31.31 with int.
25.89 from 7th Octo. 1863 -

Dana & Co. \$33.85 with int. on \$28.31
from 7th Octo. 1863 to 10th 1863

With int. on \$8.61
with int. on \$7.15 to 10th 1863.

With int. on \$1.25 from 7th Octo. 1863 to 10th 1863.

Then comes the owner.

on 10th of 1863 -

Chalons, Fr.

3 2
of
sums ad.

North America

for the Society

James Chalmer of Robt. W. Fifth ad. of
Alfred of Turner & Co.

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 day of May 1863, to which
no exception has been filed and
was agreed by counsel; On consid-
eration whereof the Ct. doth confirm
the said report, and doth order and
decree that Robt. W. Fifth ad. of
Alfred of Turner out of his own
estate pay to Isaac H. Moody the
sum of \$286.92 with interest
from the 7th of October 1863 to
to Kinah K. Chapman \$132.56
with interest from 7th of October
1863 to do. and that each of the
above suits or some one of them
pay to the plaintiffs respectively the
claiming to which they are entitled
under this decree and the costs
of suit on or before the 1st day of
November next, and that the Court
who is for that purpose appoints
a com. after advertising for at
least 20 days at some public
place near to the premises of
likewise at the door of the Court
house of this County, sale to the highest
bidder for so much cash as will
pay the expenses of this suit & of the
val. and the balance on a credit

monthly, the real estate in the County of
Rich. Wright whereof Alfred of Turner is
possessed as an estate of inheritance including
the provisional gift in the widow's dower right of the
same of the same.

of 6 months, the real estate
in the County of Isle of Wight
whereof a part of the same is
held by, or an estate of inheritance
includes the reversionary
interest in the same, does not
hereby vest as in and to which
are estimated to contain 295
acres, bounded by the lands of
Renee K. Chapman, Nancy Bizzell,
Alisha Whittly,
and the public road leading
from Isle of Wight Court House
to Blackwater Bridge.

~~interest in the same, and to the~~
~~land of the same, and to the~~
the purchase or purchases, bonds, with good
security and a sure or error of payment
same to secure part of the purchase money,
and that he signs of the money in hand,
in the following manner - that he pay to
Renee K. Chapman \$38.25 with interest from 7
Oct. 1843 till paid; to James de Turman \$319.13
with interest on \$305.94 part thereof from the
7th of Oct. 1843 till paid; to Mr. Turner for
Ransom of Harvill \$148.32 with interest on
\$126.62 part thereof from 7th of Oct. 1843;
to Elizabeth Ransom \$39.01 with interest on
\$20.49 part thereof from 7th of Oct. 1843
till paid - To Isaac Moody \$23.54 with
interest on \$20 part thereof from 7th of Oct. 1843
till paid; To Nancy de Turman \$31.31 with interest
on \$25.89 from 7th of Oct. 1843 till paid -
To James Chalmers \$33.85 with interest on \$28.31
part thereof from 7th of Oct. 1843 till paid;
To Billy Mayo for Isaac Moody \$8.61 with
interest on \$7.14 part thereof from 7th of Oct. 1843
till paid; to Peter Seavally for Isaac Moody
\$1.28 with interest on \$1 part thereof from 7th of

of Oct. 1843 till paid - To Charles Ransom \$3.46
with interest on \$3.25 part thereof from 7th of Oct. 1843;
to Mills & Dickson \$67.49 with interest on
\$62.41 from 7th of Oct. 1843 till paid;
To John S. Mayo \$12.27 with interest from
7th of Oct. 1843 on \$11.32 till paid;
to James Braley \$1.88 with interest on \$1.50
part thereof from 7th of Oct. 1843 till paid;
to Lattin and Lavin \$74.97 with interest on
\$74.03 part thereof from 7th of Oct. 1843
till paid; to Catharine de Bizzell \$13.26
with interest on \$12 part thereof from the
7th of Oct. 1843 till paid; to John Lomlin
\$4.64 with interest on \$4 part thereof from
7th of Oct. 1843 till paid; To Isaac A.
Baird \$5.65 with interest on \$3.71 part thereof
from 7th of Oct. 1843 till paid; To Mr. Turner
\$21.14 with interest on \$19.75 part thereof
from 7th of Oct. 1843 till paid; to John R.
Pension \$50.10 with interest on \$50.25 part
thereof from 7th of Oct. 1843 till paid -
To David Monble \$5.01 with interest on
\$4.75 part thereof from 7th of Oct. 1843
till paid; to John B. Butler \$4.26
with interest on \$4 part thereof from 7th
of Oct. 1843 till paid; but if the said
lands shall not sell for enough to pay
the whole of the said demands, then the law
will pay the said demands of Renee K. Chapman
James de Turman, Ransom of Harvill, Elizabeth Ransom,

Isaac Moody, Mary & I turned if there be
enough to pay them and if not sufficient
then divide the said funds between the
last and said creditors, paid paper; And
if after paying the last named creditors, a
balance shall remain in the hands of
the Cor., he shall divide the same among
the said creditors who shall not have recd.
any portion of their demands, to be paid
paid paper - and if after satisfying the
expenses of the suit & of the sale & the
said creditors, there remain in the
hands of the Cor. any balance, he shall
bring the same into Court, subject to the
future order in this cause - The Cor. is
to make a deed to the purchaser or
purchasers without warranty.

Liberty is reserved to the infant & its to show
cause against this decree if any they
can at a year after they shall ^{have} ~~be~~ ^{fully}
~~have~~ arrived to the age of 21 years -
and the Cor. is to make report to.

X

To be returned

to the Lib.

End

At A Circuit Superior court of law and Chancery held for the County of
Albany the 5th day of May 1843.

James Chalmers who sues for himself and other creditors of Alfred G Turner
Decd.

against
Robt W Gibbs admor. of Alfred G Turner, Harriet Turner widow
and Margaret, Georganna, and Harriet Turner infants and heirs
at law of Alfred G Turner.

Plff
in Chancery

Def.

This cause (in which the bill is taken as confessed as to the defendants
Robert W Gibbs and Harriet Turner on whom the subpoena seems to have been
and the bill filed more than 3 months and who still fail to appear) came on to be
heard on the bill, the answers of the infant defendants, its replications thereto
exhibits filed and was argued by counsel on consideration whereof the court doth
adjudge order and decree that court of this cause take the following account
that is to say. First an account of the doings and dealings of the said Robt W Gibbs
on the estate of Alfred G Turner decd (in taking which up the court is to ascertain
what debts of the said intestate paid by the said admor. binds the heirs &
an up of the real estate of which the said Alfred G Turner, decd seized &
possessed or otherwise entitled to subject to the dower of the widow) and which
has come by descent to the infant defts. and if the same has been
disposed of to whom, by whom, for what price, and the probable annual
value thereof subject to widows dower. & an up of the plaintiffs demands
and liberty is reserved to all other creditors of Alfred G Turner to prove their
claims before the said Court distinguishing those that bind the heirs
from such as do not upon the said creditors agreeing to contribute ratably
to the expenses of this suit, which said accounts the said court is to examine
state and settle and to the Court report with any matters specially stated
or inquired for by himself or which may be required by the parties to be so
stated.

A. Coffey

Per J. H. Wells DC.

Chalmers & Co

vs 3 copy decree

A. G. Turners admor. & Co

=====

Notice of 23rd May 1843 for
settlement at Isle of Wight Court.
House on the 13th July 1843

Bl

At a Circuit Superior Court of Law and Chancery held for the County of
Isle of Wight the 5th day of May 1843—

James Schalmers, who sues for himself & others, Creditors of
of Alfred G. Turner decd. Plaintiffs

against

Robt. W. Gibbs admor. of Alfred G. Turner decd. Harriet
Turner Widow—Margaret, Georganna, & Harriet Turner
infants & heirs at Law of Alfred G. Turner Defendants
In Chancery

This cause (in which the bill is taken as confessed as to the
Defendants Robert W. Gibbs & Harriet Turner, on whom the Subpoena seems
to have been executed, & the bill filed more than two months & who still fail to
appear) came on to be heard on the bill, the answer of the infant defendants,
replication thereto, exhibits filed, & was argued by counsel: On consideration
whereof the Court doth adjudge, order & decree that a Commissioner of this
Court take the following accounts, (that is to say) First—An account
of the actings and doings of the defendant Robt. W. Gibbs on the estate of
Alfred G. Turner decd. (in taking which account the Commissioner is
to ascertain what debts of the Intestate, paid by the Administrator binds
the heirs—Second: An account of the real estate of which the said
Alfred G. Turner did seized & possessed or otherwise entitled to, subject
the dower of the Widow) & which has come by descent to the infants, &
if the same has been disposed of, to whom, by whom, & for what price,
& the probable annual value thereof, subject to the Widow's dower—
Third: An account of the plaintiffs demands—& liberty is reserved
to all other creditors of Alfred G. Turner to prove their claims before
the said Commissioner, distinguishing those that bind the heirs, from
such as do not: upon the Creditors agreeing to contribute ratably
to the expenses of this suit:—which said accounts the said Commis-
sioner is to examine, state, & settle, & so the Court report with any matters
specially stated, deemed pertinent by himself or which may be
required by the parties to be so stated—

Attest

Teste

J. P. Mills D.C.

Attest

Teste

Barth. Lightfoot Comr.

Isle of Wight County, Commissioners Office May 25th 1843

I have appointed Thursday the 13th day of July next,
for the examination & settlement of the accounts directed by the
foregoing - decree. The parties interested, will appear before me
at Isle of Wight Courthouse on the said 13th of July 1843 with their
papers & evidence to enable me to make up said accounts

Barth. Lightfoot Comr.

Service acknowledged

A. P. Young

Robert Gibbs

Hannet Turner
Saffchalmers

Chalmers &
as
2 Notices
Hannet Admors. & ad

SP

James Chalmer, who sues for himself and
the executor of Alfred G. Turner's estate.

No. 10 Gibbs against Alfred G. Turner,
Harriet Turner widow, and Mary Ann,
Georgianna and Harriet Turner infants
under him, at law of Alfred G. Turner.

This cause (in which the bill is taken for
compulsory as to the defendants, Robert W.
Gibbs and Harriet Turner, on whom
the subpoena seems to have been executed
and the bill filed more than 2 months,
and who still fail to appear) came on
to be heard on the bill, the answer of
the infant defendants, replication
thereto, exhibits, files and was argued
by Counsel; On consideration whereof
the Court both agreed, and are of opinion
that a Com. of this Court take the following
- is a account - that is to say -

1st - an asc of the assets and doings of
the estate of Alfred G. Turner's estate (in taking which asc the Com.
is to ascertain what debts of the said estate
paid by the said assets: bound the heirs.
2 - an asc of the real estate of which the
said Alfred G. Turner died seized of property
- ie (or otherwise entitled to) subject to the
power of the widow, and which has come
by descent to the widow and infant heirs,
and if the same has been disposed of,
by whom, to whom for what price,
and the probable annual value thereof
subject to widow's dower. 3 - an asc of the
Gibbs' demands. And liberty is reserved to

all other creditors of Alfred J. Turner
to prove their claims before the said
Covr., signing by them that he had the
being from such as do not, upon
the said creditors a group to control.
- but ratelately to the expenses of this suit.
which said account, the said Covr. is
directed to examine and state & settle &
to the Court report with any matters
specially stated, deemed pertinent of
himself, or which may be required
by the parties to be so stated -

Chas.

7 2/3

Turner adms.

Worth sum

to the U.

to be returned to the

Page 13

This is to certify
and state to all
to pay debt -

James Chalmer who was for ~~the~~
himself & other creditors of A. S. Turner
or

Robert M. Gills owner of about 5 Turner
& other days

This cause came on this day
again to be heard on the papers
formerly read ~~in the case in the~~
report of the commissioners di-
rected to make sale of the lands
of the said Alfred S. Turner and
on consideration whereof the court
confirming said report and
sale with adjudge order and all
ever that the said sale be
made binding between the parties
and that Archibald A. Thomson
the commissioner shall proceed
to collect the bonds reported
to court against Henry H. Chap.
man for \$172.18 and the bond against
George H. Hall for \$524.36 and pay to
Henry H. Chapin the sum of \$38.25 with
interest thereon from the 7th October 1843
till paid, to James M. Turner \$319.13 with
interest on \$305.92 paid thereof from the
7th October 1843 till paid, to William
Turner for Ransom & Service \$148.32

with interest on \$124.62 past thing
~~from~~ the 7th Oct 1843 till paid
to Elizabeth Belding \$39.01 with interest
on \$30.45 past thing from the 7th Oct
1843 till paid, to Isaac Morse \$23.54
with interest on \$20 past thing from
the 7th Oct 1843 till paid, and to
Samuel L. Turner \$31.31 with interest
on \$25.85 from the 7th Oct 1843 till
paid, and the balance of the
same be paid against said Chapman
and shall the said court shall
divide and pay said sum to the
other creditors mentioned in the
decree in this case on the 11th
day of Oct 1843 and report his
proceedings hereon in order to a
final decree.

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side.]

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side.]

Chalmers &

us

Turner and

Deane

May 1843

To be returned

R. H. B.

Entered

To the Judge of the Circuit Superior Court of
 Lawrence Chy: for Lawrence County
 Equally to the order of the Circuit Superior
 Court of Lawrence Chy: for said County, in
 the suit of Chalum, Dutton & 5. Pro. M. J. 1843
 against Alfred & Turner Dutton, I collect
 the balance of K. K. Chapman and Geo. F.
 Hall amounting to the sum of — \$700.48
 Given hundred dollars fifty eight cents

Of that sum Dr: Joseph Sprague	2153.30
also for Bargeed	39.86
K. K. Chapman	40.28
Joe Holman for Eliza Edwards	332.03
Lat. M. Turner	32.31
Stanley & Turner	24.35
Isaac Moorey	78.35
which left in hand, a balance of	700.48

By the additional sum of May last, I
 am directed to distribute this balance
 pro rata, between the other creditors named
 in the case in the decree of the 11 October 1843.
 Those creditors are James Chalum, whose claim
 is for — \$33.85

without: or \$28.31 from the 7 th of Octo: 1843	2.03
to 1843 to 7 Octo: 1844 - say	35.88
Chalum is to receive	\$10.62
Mingo for Moorey	2.70
Qualty for Moorey	.37
Chr. Bason	1.06
Wills & Dickson	21.25
John Adams	3.88

Received of Mr Archerbel Alkerson
 Commissioner of Alfred Turners Estate
 one dollar & seventy cents in part
 of my claim
 Oct 19th 1844
 David A. Bair

Lewis Bracey	56 Cents
Letitia Brown	2.38
Mr Catharine Bygones	4.14
John Tomlin	1.42
David Bain	1.70
Mr. Turner	6.63
John R. Spence	18.91
Levit Noble	1.54
John B. Butler	1.31
	<u>78.35</u>

This is the sum of
 \$78.35 as before - and I have
 paid the parties the portions to
 which they are respectively entitled
 A. Atkinson

Arch. Atkinson will pay to Mr
 Mills Daniel, eighteen dollars and
 ninety one cents on of my claim as
 Alfred J. Turners estate, under a
 decree of the Supr. Court of Sh. Wight
 Octo. 1. 18th 4.

Signed
 J. P. B. B. B.

Recd the said the order of A. Atkinson.
 Octo. 19. 18th 4. — Signed Mills Daniel

We have now the sum to which we
 are respectively entitled under the
 decree of Charles J. J. Turners
 estate of A. Atkinson's estate.

David P. Kelly

For Mills Dickson

Mr. W. W. B.

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

Mr. J. B. Butler

the sum of 63 cts.
 our Mr. Turner estate
 on this of — of
 A. Atkinson —
 J. M. Shivers

W. Darden for E. Darden

W. J. Atkinson
 Sept. 29. 1844
 Respectfully Sir.

I received your note and
 have noticed the contents. I am aware Sir that it
 is through your goodness I receive one cent. I owe you
 a debt of gratitude for your kindness to me and mine.
 I have not the favour of Mr. J. B. Butler to call upon
 you for the amount you mention.

Very Respectfully Sir

Chalmers L.

in Feb 1844

Turner L.

Report

Octo 1844

W. K. Chopin \$38.25 - with int. on 7 Oct 1863,
John Linn 319-13 with int. on \$305.50
from 7 Oct 1863 to 10 - W. Linn for N. J. H.
168.22

Rich. Chitt. to see ad. \$29.01

Irish Moody - \$23.52

To Mary & Linn 31.31 with int. on
\$28.31 from 7 Oct - to J. P. Chitt.
\$32.85 with int. on \$28.31 from 7

Oct 1863 - Billy de Jo's to Linn & Mary
\$8.61 with int. on \$7.16 from same
date for Linn & Mary

1.28 with int. on \$1.28 to Linn &
Ch. Daven \$3.65 with int. on

\$3.25 from 7 Oct 1863 -

Phil's to Linn - \$67.49 with int. on

\$62.41 from 7 Oct 1863 -
to John Linn \$12.27 with int.
on \$11.22 from 7 Oct 1863 - to

J. Bracy 1.88 with int. on \$1.50

from 7 Oct - Lattin's to Linn

\$7.97 with int. on \$7.03 from

7 Oct 1863, to Linn & Mary

\$13.26 with int. on \$12 from

same - to John Linn \$4.64

with int. on \$4 from same; to Linn

Ch. Bracy \$5.65 with int. on \$3.70

- to Linn \$21.16 with int. on

\$19.75 - John R. Bracy \$60.10

with int. on \$50.25 - Linn & Mary

\$5.00 with int. on \$4.75 from same -

John R. Bracy \$4.26 with int. on
\$4.26 to Linn -

~~14.18~~
~~1.88~~
~~1.42~~
~~1.11~~
~~20.32~~
~~3.80~~
~~58~~
~~2.47~~
~~1.14~~
~~1.43~~
~~1.75~~
~~6.55~~
~~18.04~~
~~1.55~~
~~76.47~~
~~1.56~~
~~78.03~~

Chalmers 33.85
 May 8.61
 Peter Smith 1.28
 Ch. Lane 3.40
 Wills & Deets 67.49
 John Stalman 12.27
 J. H. Tracy 1.88
 Lall: & Gay 7.97
 Cath. Lyden 13.26
 John Tomlin 4.64
 5.65
 Basin
 W. Lunn 21.14
 John R. Pender 60.10
 W. Smith 5.01
 W. Smith 4.26

8.61
 31
 8.61
 2583
 26691
 67.49
 31
 67.49
 247
 1888
 32
 188
 544
 58.28
 18.92
 19.25
 20.91
 33
 21.54
 20.92
 33
 21.25

174.78
 520.48
 700.48
 622.13
 78.35
 1227
 31
 1227
 3681
 38037
 6
 20.91
 33
 21.54
 20.92
 33
 21.25
 250.91
 32
 50.82
 75273
 502921
 188
 32
 188
 544
 58.28
 18.92
 19.25
 20.91
 33
 21.54
 20.92
 33
 21.25
 23505
 23505
 258555
 78.35
 32
 15.670
 23505
 250.720

Chalmers, John

7 3 Report
of
Journals and

for —

Jan 1. 1844 to
file —

38.25
315.13
148.32
39.01
23.54
31.31

599.56
18.00
617.56

524.36
122.50
706.86
619.30
87.56

282.82
132.12
414.94

19.35
24.35

25.11
11.15
14.96
36.81
11.15
25.85

Dr. The Estate of Mrs. E. Turner due
1842

Nov. 9	paid Jos B Edwards, Const. Judgt on bill	\$ 5 39
" "	in favour of William Powell for Leps Fulgham	
" "	paid Jos. I. G. Butt by Shff	11 37
" "	paid Rena B Chapman acct	1 00
10	paid Thomas. Hall for ceying the est.	3 00
" "	paid Jos B. Whitehead on bond <u>binding the heirs</u>	3 30
" "	paid Jos B. Whitehead admor of Saml. Thomas on bond, <u>binding heirs</u>	20 30
" "	paid Thomas Hall, Const. Judgt on bond, <u>binding heirs</u> in favour of Milmouth Moody	7 18
" "	paid Thomas Hall, Const. Judgt on bond, <u>binding heirs</u> in favour of Edwin Mombke	19 70
" "	paid Geo S. Hall for appraisising the est	1 00

1843

Jan 2	paid J. B. Sattinere for conveying Negro man to Smiths	1 00
Feb. 3	paid John S. Sattinere for Coffin for Intest- " " paid John S. Sattinere, Commr. in setting apart Widows Dower	14 30 2 00
" "	paid John Phillips ditto	2 00
May 9	Amount of two bonds in favour of the admor due from Intestate — <u>bonds binding heirs</u>	55 74
" "	paid Arch. Atkinson, Judgt on bond <u>binding heirs</u>	46 32
23	paid Merit Mombke for Shoes for Intestates Negroes	6 00
" "	paid Merit Mombke Judgt on bond <u>binding heirs</u>	5 80
July 6	paid Merit Bracy Judgt on bond — <u>heirs not bound</u>	20 25
" "	paid Mills Daniel & Richd Edwards for dividing land	4 00
11	paid Jos Chalmers Judgt on bond, <u>binding heirs</u>	99 70
13	paid Rena B Chapman Judgt on bond, <u>binding heirs</u>	5 01
" "	paid Mrs. Lay att ^y at Law	20 00
" "	5 cent Commissions on \$1780.62 amt of Sales	88 92
" "	This Sum, balance due the Estate of Contra	413 80

\$1780 62

B
In Account with Wm. H. Gibbs, Administrator

61

1843

May 9	By Amount of Sales of the estate due this day	\$1763 12
Sept.	By this Sum rec ^d of Shff. for County Claims	17 30

Due the Estate July 15th 1843 \$413.80

\$1780 62

C

The Intestate Alfred G Turner died seized & possessed of two hundred & ninety five acres of land lying within the County of Isle of Wight - the said land is now in fee simple, Subject to the Widows Dowry, the sum of \$1300.00.
 the annual value thereof, Subject to the Widows Dowry is 43.00

The plaintiffs demand
 James Chalmer on account for \$28.31 July 14th 1842 28 31
 proved by Samuel Boplin - Cost of Suit 3 54
\$33 85

D
 List of Claims against the estate of Alfred G Turner
 presented & proved before your Commissioner

James M Turner for \$38.34 paid by him as security
 for Alfred G Turners bond binding heirs 38 34
 Interest on ditto from 25th December 1842. till Oct. 1843 174
 Cost of Suit 10 30
\$46 38

James M Turner for \$228.36 paid by him to
 (Watson & Lordan,) as security for A. G. Turners bond
binding heirs 228 36
 Interest on ditto from 30th May 1843 till Oct. 1843. 4 57
\$233 13

James M Turner for 39.02 paid by him to (Seabrook &
 Casey,) as security for A. G. Turners bond binding heirs 39 02
 Interest on ditto from 26th June 1843 till Oct 1843 60
\$39 62

William Turner for the benefit Ransom G. Brown on Indgt.
 on bond binding heirs for \$40. 40 00
 Interest on ditto from 12th March 1842 till Oct-1843 198
 Cost of Suit 6 12
\$46 10

Elizabeth Edwards Judgment on bond binding heirs for 166 87
 Interest on ditto from 15th Jan'y 1841 till 6th June 1842 13 60
 180 47
 paid June 5th 1842 137 00
 30 47
 Int on \$30.47 from June 5. 42 till ^{Oct} 1843 2 42
 Cost of Suit 6 12
\$39.01

Isaac Moody Judgment on bond, binding heirs for \$265.00
 Int on ditto from 6th Apr. 1840 till 6th June 1842 34 45
 299 45
 paid June 6th 1842 40 00
 259 45
 Int on \$259.45 from June 6th 42 till Oct. 1843 28 74
 Cost of Suit 6 73
\$286 92

Wibbey Mingo for the benefit of Isaac Moody on
 due bill July 29th 1840 3 for \$ 7 14
 Int till Oct 1843. 1 47
\$8 61

Peter Gwatney for the benefit of Isaac Moody
 on due bill July 29th 1840 3 for \$ 1 00
 Int till Oct 1843 28
\$1 28

Charles Ludden account Aug 6th 1842 . . . for \$ 3 23
Interest till Oct. 1843 . . . 21

3.46

Wills & Dickson account May 25th 1842 for \$ 62.41
Interest on ditto till Oct. 1843 . . . 3.08

67.49

John T. Holmes Judgment on acct Nov. 9th 1842 for 11.32
Interest till Oct. 1843 . . . 63

Cost . . . 30

12.27

James Bracey Judgment on acct Nov. 7th 1842 for 1.30
Interest till Oct 1843 . . . 18

Cost . . . 30

1.88

William & Boyner Judgment on acct Nov. 9th 1842 for 7.03
Interest till Oct. 1843 . . . 34

Cost . . . 60

7.97

Catharine Myzlo. Judgment on acct Jan 10th 1843 for 12.00
Interest till Oct. 1843 . . . 66

Cost . . . 60

13.26

John Tomlin Judgment on ditto till Apr 25th 1842 for 4.00
Interest till Oct 1843 . . . 34

Cost . . . 30

4.64

David A. Baines Judgment on acct Dec 17th 1842 for \$ 3.71
Interest till Oct. 1843 . . . 16

Cost . . . 1.78

5.63

William Gunner Judgment on acct Nov. 3. 1842 . . . 19.75
Interest till Oct. 1843 . . . 1.09

Cost . . . 30

21.14

John P. Dandie Judgment on acct May 3th 1843 . . . 30.23
Interest till Oct. 1843 . . . 1.23

Cost . . . 8.66

60.16

Nancy V. Turner On bond, binding hers up 7.15400 23.89
Interest till Oct. 1843 . . . 3.42

31.31

Merit Womble On acct Oct 1842 . . . 4.73
Interest till Oct 1843 . . . 2.6

3.01

Wena B. Chapman On bond binding hers May 14th 42 130.00
Interest till Oct 1843 . . . 12.37

Ditto On acct . . . 8.44

170.81

Isaac Moody on bond binding hers Oct 12 1840 20.00
Interest till Oct. 1843 . . . 3.34

23.34

Isaac Moody on acct for March 1842 . . . 9.23
Interest on ditto till Oct. 1843 78

10.03

John B. Butler Medical acct for
Interest till act.

4 00

24

4.24

William Turner for the benefit of Ransom & Harriet

Judgment on bond binding heirs

Interest from 1st Jan 1842.

Cost of Suit.

84 62

8 85

16.75

\$100.22

Commissioners Office July 29th 1843

James Chalmers, who sues for himself & others

creditors of Alfred G. Turner decd. 3d Plt.

against

Ro. W. Gibbs admor. of Alfred G. Turner decd.

Harriet Turner (Widow,) Margaret, Georgianna,

& Harriet Turner infants & heirs at Law of

Alfred G. Turner

In Chancery

Deft.

Pursuant to an order of the Circuit Superior
Court of Law & Chancery for the County of Isle of Wight pronounced
in this suit the 3th day of May 1843—

Your commissioner issued his notice to the parties, appointing
Thursday the 13th of July 1843 at the Courthouse in the said County
for taking the accounts directed by said decree. The notice was
served of said notice was acknowledged "against A. P. Young, Ro. W.
Gibbs, Harriet Turner & James Chalmers," the notice is marked A
& herewith filed—

At the time and place appointed the defendants
Ro. W. Gibbs attended & laid before your court papers & vouchers
relative to his transactions on the estate of Alfred G. Turner decd. —
time was taken for the examination of said vouchers & settlement of
the account. — Several Creditors of said Alfred G. Turner presented
claims against the estate of said Turner, but for want of sufficient
evidence to establish said claims, the account was kept open from
time to time until this 29th of July 1843 when the same was closed.

The account of Ro. W. Gibbs administration on the
estate of said Alfred G. Turner decd. hereto annexed marked B shows
the said Gibbs indebted to the estate of said Turner on the 13th day of
July 1843 the sum of \$413.80 — the claims paid by the said admor.
on bonds binding the heirs of said Turner, is marked with a line
under the words "binding heirs," —

An account of the real estate of the
said Alfred G. Turner decd. is hereto annexed marked C —

Your commissioner is advised, that since the commencement
of this suit. — Dower has been assigned to Harriet Turner, Widow of

said Alfred G. Turner in the real estate of which the said Alfred G. Turner died seized & possessed —

Your Commissioner has stated an account of claims of sundry creditors of Alfred G. Turner decd. which were presented & proved by your Court. The account is hereto annexed marked D. — The bonded claims which binds the heirs of said Turner is marked with a line under the words "binding heirs," —

Total amount of claims proved before your Commissioner including the plaintiffs demand, including Interest to Oct. 1843 amounts to the sum of

\$ 1279.98

All of which is submitted to the Court

Commissioners fee

Barth: Lightfoot Commr.

Time employed 34 hours of 34.

charged to James Chalmers & Co.

Isle of Wight County to wit

Bartholomew Lightfoot made oath

before me a Justice of the Peace for the said county that the fee charged for this report is just & proper. Given under my hand this 15th day of August 1843 —

J. Morrison J.P.

Chalmers &

vs.

Report

Gunnery Admin. & Ad

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Isle of Wight* County, Greeting.

WE COMMAND YOU TO SUMMON *Robert E. Gibbs admr. of*
Alfred G. Turner decd.; Harriet Turner widow of said A. G. Turner
and Margaret, George Anna and Harriet Turner the
last three infant children and heirs at law of said
A. G. Turner decd.

to appear before the Judge of the Circuit Superior Court of Law and Chancery for the County of Isle
of Wight, at the Court House of said County, on the first Monday in *January* next,
being Rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *James*
Chalmers who sues on his own behalf and that of other Creditors
of Alfred G. Turner decd.

and if *they* shall fail to answer the Bill within two months thereafter the Court will take the said
Bill for confessed, and proceed to decree the matter thereof accordingly. And have then there this
Writ.—Witness Nathaniel P. Young, Clerk of our said Court, at the Court House, this *30th*
day of *December* 1842, in the *6th* year of the Commonwealth.

N. P. Young Clk.

Service acknowledged

(Signed)

Robert W. Gibbs Esq.
of a S. Turner

Chalmers

no: $\frac{3}{3}$ Sp. in Chy.

Turner's admor. 1843.

To Long. Ruly 1843.

Atkinson p.p.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Isle of Wight County, Greeting.

WE COMMAND YOU TO SUMMON

Robert W. Gibbs attorney of Alfred G. Turner decd: Harriet Turner widow of said A. G. Turner, and Margaret, Georgianna (and Harriet Turner the last three infant children and heirs at law of said Alfred G. Turner decd.

to appear before the Judge of the Circuit Superior Court of Law and Chancery for the County of Isle of Wight, at the Court House of said County, on the first Monday in *January* next, being Rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *Samuel Schalmey who sues on his own behalf and that of his co-defendant Alfred G. Turner decd.*

and if *they* shall fail to answer the Bill within two months thereafter the Court will take the said Bill for confessed, and proceed to decree the matter thereof accordingly. And have then there this Writ.—Witness Nathaniel P. Young, Clerk of our said Court, at the Court House, this *30th* day of *December* 1842, in the *6th* year of the Commonwealth.

Ref. Secy

N. P. Young

Executed by delivering a true Copy
to the defendant Harriet Turner
Jan 22. 1842

James J. Driscoll
Esq. for Benj. Driscoll

Photocopy, with photo
of the original
manuscript.

to be found on
the wisdom
only —
affects

to the County Judge of the Circuit Superior
Court of Law and ch: for the County of Shof
Wright. The answers of Margaret, Georgiana
and Harriet Torgue
infants and heirs at law of Alfred Torgue
and: by their pleadings and a letter, Nathl.
Torgue, to the bill of complaint in the said
Court exhibits against them others by
law, Chalmers on behalf of himself & of
other creditors of Alfred Torgue &c.

The respondents waive and resign to
themselves all manner of beneficial advantage
of exception to the errors and imperfections in
said bill contained - In answer, say they
on of tender years, and ignorant of the
same and setup by the complainant -
The defendants contend that the personal
fund in the hands of the a & m: ought
to be applied to payment of the plffs demand,
and they submit to the Court the pro-
= portion of their just rights &c. and
they pray to be satisfied with their
rights in this behalf contained &c.

(Signed, R. D. Torgue & c.

Shof Wright County Gt. This day Nathl. P.
Torgue came before me a justice for said
County, and made oath that the foregoing was
in truth so far as he knows or believes -
Given under my hand & seal this day of
January 1st 3 -

(20)

Turner's

ad 12

anum

lehalum

infant anu

James Lehigh who was on his own behalf &
that of the executor of Alfred J. Turner

Robert M. Gibbs administrator of Alfred J. Turner, and
Turner, ~~and~~ the
last infant - on each of the parts.

Nathl. P. Young is appointed for a citation
to the infant heirs to defend them in this
suit &c.

Chalmers

7 3
y
sums for

order for

Co. ac

Settlement

Chalmers Accts.

1.78

.50

.96

1.30

.87

.08

.36

.24

.38

.18

.08

6.73

16.66

.75

.50

34.00

\$58.71

KNOW ALL MEN BY THESE PRESENTS, That we *Richard M. Bidgood, Jos. B. Whitehead, Mills Daniel, Josiah Loiner and James Thomas*

are held and firmly bound unto *Isaac Jordan, Watson P. Jordan, John P. Thomas, and Jordan Carr*

Gentlemen, Justices of the Court of Isle-of-Wight County, now sitting, in the sum of *Twenty Thousand* Dollars, to which payment well and truly to be made to the said Justices, and their Successors, we bind ourselves, and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents—Sealed with our Seals, and dated this *5th* day of *January* one thousand eight hundred and *thirty five* and in the *59th* year of the Commonwealth.

THE CONDITION of the above obligation is such, That if the said *Richard M. Bidgood*

Execut ~~or~~ of the last will and testament of all the goods, chattels and credits of *John B. Young* deceased, do make a true and perfect inventory of all and singular the goods, chattels and credits of the said deceased, which have or shall come into the hands, possession or knowledge of ~~him~~ the said *Richard M. Bidgood* or into the hands or possession of any other person or persons for ~~him~~ and the same so made, do exhibit unto the County Court at such times as shall be thereto required by the said Court, and the same goods, chattels and credits, do well and truly administer according to law, and make a just and true account of ~~his~~ actings and doings therein, when thereunto required by the said Court; and further do well and truly pay and deliver all the legacies contained and specified in the said will, as far as the said goods, chattels and credits will extend, according to the value thereof, as the law shall charge ~~him~~ then this obligation to be void or else to remain in full force and virtue.

Signed, sealed and acknowledged }
in presence of

Nathl. Young

Rich. M. Bidgood 

J. B. Whitehead 

Mills Daniel 

Josiah Loiner 

Jos Thomas 

Copy

Given Nathl. P. Young O.C.

Rich^d. W. Bedgood's
Bond as Exec. of J. B.
Young Decd.

Jan. 5th 1835 Executed

Copy for
R. H. Whitfield

~~W. B.~~

Young
to J. B. Bedgood's Bond -
Young's Ex^{or} or
Filed with Standish's Will -
Exhibit No 3.

In the County Court of Salisbury, January 5th 1835.

On the motion of R. M. Beagood, executor named in the last will and Testament of M. B. Young deceased, who made oath thereto, & together with Jos. B. Whitehead, Mills Daniel, Josiah Joyner and James Thomas his security, entered into and acknowledged his bond in the penalty of \$30000, conditioned as the law directs Certificate is granted them for obtaining a probate of the said will in due form.

Cpy Taken N. J. Young D.C.

Young

n:

3 Certificate of Honor
3 Qualification

Young's Letter: 13.

Filed with the Att. Gen.

Revised No. 2.

In the name of God Amen, I John B. Young of the County
of Isle of Wight and State of Virginia do make and ordain
this my last will and testament, in manner and form follow-
ing, to wit: First I nominate and appoint R. W. Beagood
my whole and sole executor.

2^d I give and bequeath unto my beloved wife the plantation
I now live on known by the name of Oyster shell neck, &
every thing thereunto belonging, including the following negro
to wit: Milla, Ned, Peter, Chelvia, her child John and her future
increase to her and her heirs forever.

3^d It is my desire after my just debts are paid, that the
remainder of my property be equally divided between Sally
N. Cobb, Elizabeth, Georgianna, Mary Louisa, and James J.
Cobb, to them and their heirs forever. In testimony whereof
I have set my hand & affixed my seal this 19th day of
March 1834.

J. B. Young Seal

At a Court held for Isle of Wight County the 5th day of January
1835, A writing purporting to be the last will and testament
of John B. Young Decd., was produced in Court by R. W. Beagood
the executor therein named, and then being no subscribing
witness thereto, Nathl. Young, Rich^d L. Thomas, and Charles Murphy
were sworn, and severally deposed, that they are well acquainted
with the testator's hand writing, and truly believe the said writing
to be the same thereto subscribed to be wholly written by the testator's
own hand. Whereupon the writing is ordered to be recorded
as the true last will and testament of the said J. B. Young
decd.

Teste

Copy

cert

N. Young ed:

N. B. Young D.C.

Young 2
n: 3 copy J. B. Young's will

Young's acco: H.
Filed with Pliffs: Bill
Exhibit No 1.

Young ~~vs~~

v s.

by his atty.

Young's last & other ~~parties~~ of Mr. Young's det. leave is given her to
on the motion of Mr. Bird ~~and~~ ^{fills his answer.} and
On the motion of the ~~Plaintiff~~ ^{Plaintiff} defendants by their attorneys

this cause is continued - and on motion of the

Plaintiff by her attorney and for reasons appearing
to the Court leave is granted her to retake the
depositions of Sally Abbott and 2 other ~~persons~~ ^{persons}
upon her giving ^{reasonable} notice to the defendants
of the time & place of taking them -

To be entered

John B Young of the county of Isle of Wight made his will the 19th of March 1834, containing three clauses. By the first, he appointed R W. Bidgood his executor. By the second he gave to his wife the plantation he lived on, known by the name of Oyster shell neck and every thing thereunto belonging including the following negroes, to wit: Willis, Ned, Peter, Silvia, her child John and her future increase, to her and her heirs forever. The third clause is in the following words: "It is my desire after my just debts are paid that the remainder of my property be equally divided between Sally R Cobb, Elizabeth, Georgianna, Mary Louisa and James J Cobb to them and their heirs forever". This clause embraced a tract of land ^{called Irons ville} and other personally. Land & debts due to the estate, some slaves and other personally.

The will was admitted to record the 5th of January 1835 and in the same month, a bill was filed in the name of Sarah R Cobb, calling herself guardian to James, Elizabeth and Georgianna Cobb. The bill states that Bidgood qualified as executor and incurred a large personal estate consisting of slaves and other estates; that the testator was considerably indebted and it is believed that after discharging the amount arising from sales of the chattel estate and debts due to the testator, the debts remaining unsatisfied will require a sale of all or the better part of the slaves not specifically bequeathed to the widow, unless the court will interpose its authority and decree a sale of the land called Irons ville, and direct so much of the proceeds of the land to be applied as may be necessary in discharge of the legal liability of the ^{said land} ~~real estate~~ ~~deceased to their~~ represents that the estimated value of the ^{said land} ~~real estate~~ ~~deceased to their~~ is \$2000, which is to be divided between five parties of whom Sally Ann and Mary Louisa are adults and the other three infants of whom Georgianna is under 14. The estate of the three infants independently of their interest in John B Young's estate is stated ~~to be~~ ^{to be} very small not exceeding \$200 and that is an unascertained interest in the estate of James T. Young. ~~and~~ The complainant represents that the interest of the infants will be promoted by the sale of the real estate devised to them, in order to pay debts due from the decedent and to exempt the slaves of such decedent given to the said infants from being sold for that purpose. And it is claimed to be within the province of the court to decree the land of the infants to be sold and the proceeds involved in ~~such~~ the purchase of such and so many of the slaves of the decedent as to the court may seem proper, and such order and decree are prayed. It is stated that if the infants were dead ^{and they} their legal heirs would be Sally R Cobb and Mary Louisa Cobb ~~to~~ ^{to} gether with Richard W Bidgood executor of John B Young, James H Young widow and devisee of

of the testator and Elizabeth Cobb, Georgianna R Cobb and James J Cobb infants are made defendants. This bill was argued by the oath of the guardian. L. 1835 had the debts of the testator

The executor answered in February 1835 that the debts of the testator amounted as he was then advised to between 3 and 4000 dollars; that the chattel estates which came to his hands to be sold had been sold and produced about \$1700, and he had no doubt that in order to pay the debts it would be necessary to sell the whole or greater part of the slaves not specifically given to the widow unless the land should first be sold as prayed by the bill; that it was to him a matter of no importance out of what fund the debts were to be paid but he claimed the right to hold the slaves until the debts should be paid in some way; that it was equally agreeable to him whether the debts were paid out of the land or slaves, and his judgment led him to say that the interest of those entitled to the land would be greatly promoted by a sale of it.

The widow stated in her answer that she had no objection to any disposition of the parties or the court might make about the real estate included in the residuary clause after the debts of the testator were paid but she insisted that the property included in the residuary clause was subject to the payment of the debts of the testator before any of the estate given her could be touched.

The testator before any of the court
The infants answered in proper person on oath, admitting that
before the estate given to the widow ~~to her~~ could be taken all
the estate given to them was liable for the debts of the testator -
that stating that so far as they knew or ^{were} advised, they believed
the land included in the devise to them and others ought to be
sold - admitting the allegations in the bill and praying in
aid of their defence as was prayed for.

In the name of the infants

asked - admitting the allegations -
asking such a decree as was prayed for.
A formal answer was likewise put in, in the name of the infants
by a guardian ad litem. It is not such an answer as the act of
openly contemplates.

Sarah H. Cobb and Mary Louisa Cobb answered, writing in the
prayer of the bill.

Whether or no commissions were
the material facts proved, I am not informed
The decree was pronounced by the county court of Lolo of Wight on the
3rd of September 1835. It first declares that to divide the land in
kind so as to allot to each devisee one fifth part thereof would materially
injure and prejudice the rights of the infants. After the expression of
this opinion, which is entirely foreign to the purpose of the bill, the
decree goes on then to declare that the court is of opinion from the
evidence in the cause that the interest of the infants manifestly
requires ~~the~~ a sale of the said land and that their good would
be greatly promoted by such sale and that the rights of others
would not be thereby violated. Thereupon with the consent of the
adult

The court of the land
adult parties, decreed a sale, on a credit of twelve months except
for so much as might be necessary to pay the expenses of sale, and
appointed Bidgood commissioner to make the sale. The commissioner
was directed to take from the purchaser for the credit part, five
bonds with good security, each for the same sum payable to the said
Sally H Cobb, Mary Louisa Cobb, James B Cobb, Elizabeth A Cobb and
Georgianna Cobb, and to return a lien on the lands to secure the
payment of the purchase money. He was also directed to bring the
bonds into court subject to its future order.

The commissioner reported that he made the sale on the 5th of October 1835 and that M^{rs} Wornble became the purchaser at the price of ~~of~~ \$1840 of which he paid in cash \$39.93 and executed for bonds for \$350 each. ~~The commissioner reports that after the execution of the bonds with surplus, he made a deed to the purchaser for the land.~~

On the 27. of Novr 1835 the court confirmed the report and sale and directed the commissioners to make a deed conveying the land to the purchaser. Provision was also made for debts from the devisee to the purchaser. And the debt was directed to deliver to Sarah H Cobb and Mary Louisa Cobb their bonds.

On the 4th of July 1836, an order was made directing the other bonds to be delivered to Sarah H Cobb guardian of the infants.

It was the duty of the court when under the statute of 1819, to have decided how the proceeds of sale should be vested and applied and to require ample security that the proceeds should be faithfully applied in such manner as the court decided. 19. C. 1819 p 409.

This case was obviously framed under the act of 1819.

But the bill in this case was obviously framed under the act of Feb. 27. 1828 (Sess acts 1827, 8 ch 34 p 26. 54)

But the bill in this case
Feb. 27, 1828 (Sess acts 1827, 8 ch 34 p 26. 54)
Under the last mentioned act the slaves should have been valued
by discreet and disinterested commissioners, appraisers and sworn
for the purpose and a report with a description of the slaves
should have been returned to court. The object being to return the
residuary slaves, as far as practicable, the court should have specified
in which of these slaves, the proceeds of the land were to be invested
and the proceeds of the land should have been paid to the executor
selling the slaves, and been applied by him in paying debts due
from the testator.

The sixth section of the said act expressly declares that no sale shall be made of any real estate under the provisions thereof until the guardian of the infants shall have executed bond with sufficient security, payable to the justices taking the same in a penalty equal to double the value of the land proposed to be sold and with a condition to invest the proceeds of the sale and account for the same according to law; upon which bond a suit or suits may be brought and the justices taking any such bond shall be liable in case the sureties therein shall prove insolvent in the same manner in all respects, as upon

other guardians bonds: And if any real estate of an infant shall be sold under this act without bond and surety having been given as aforesaid or without the provisions of the before recited acts having been complied with, the act declares that the sale shall be of no effect.

Amongst the debts for which the testator was liable, were two obligations to R. P. Jordan and others executed by R. W. Bedgood with the testator as his surety. When the testator became Bedgood's surety on these obligations, Bedgood placed in the testator's hands, a bond amounting to \$700 dollars, as a means of indemnity. ~~of~~ This bond with the testator's other papers came to the hands of Bedgood after his qualification as executor, and he collected the money and applied it to his own uses instead of paying the amount to Jordan and others and thereby discharging the testator from his suretyship, to that extent.

The debts due to Jordan and others are still unpaid. Bedgood the executor is insolvent, but the sureties on the bond which he gave as executor, are solvent.

Jordan and others instead of bringing actions on their bonds against the executor, obtaining a judgment against him for a devastavit and then suing the executor and his sureties upon the executorial bond have brought ^{an} actions against the widow as devisee ^{to charge her in respect to} of the ~~estate~~ ^{estate} specially devised to her.

Upon the foregoing state of facts, I am asked to say what is the proper mode for Mrs. Young to pursue to obtain redress.

I take it for granted that the papers on which ~~of~~ Mrs. Young is sued are specialties in which the heirs are named and bound. It is only in favour of creditors by such specialties that any action lies against a devisee. The remedy is purely statutory, and by the terms of the statute is to be pursued by action of debt against the heirs at law of the obligor and his devisees jointly. 1 R.C. 1819 p 392 53 ~~concerning~~ ^{taken from the English statute, concerning which see 2 Wms. Samsd. 7a to 8d.; 1 Madd. Ch. Prac. 321}

If in this case, the action which is brought be not according to the statute, a general demurrer had best be filed to the declaration. And whether it is properly brought or not, there should be a plea by Mrs. Young the devisee, stating what lands the testator died seized of, stating also the devisees on his will accurately and shewing that her husband was the subject of the ^{special} devise and the other devisees after the testator's just debts ^{should be paid}. The devisee must take care not to put in a false plea, but to state the matters of fact precisely as they are, leaving the question whether the plea is good in point of law to be decided by the court on a demurrer to the plea.

I have suggested these modes of defending the action at law merely to prevent any immediate annoyance to Mrs Young from a judgment against her. But my opinion is that her most effectual remedy is to be through the medium of a court of equity and that her bill had best be filed without any further delay than may ^{be} necessary properly to prepare it.

In her bill, she should make defendants Bedgood the executor and his sureties in the executorial bond, the residuary devisees and legatees, viz Sally H Cobb, Elizabeth, Georgianna, Mary Louisa and James, J Cobb, also Smith H Cobb guardian to James, Elizabeth and Georgianna, Went Womble the purchaser of the land and the creditors who have sued her.

She should state in this bill, such facts as would go to show the extent to which the sureties of the executor are responsible, that is to say the names and number of the slaves, embraced by the residuary clause and their values, the amount recovered by the executor for sales of other personal property, stated by the executor to be about \$1700 and the amount supposed to be collected for debts due to the testator, ~~stating also the facts in relation to the bond put in the testator's hands, the circumstances under which he collected it and the amount~~ The bill should ~~pay~~ ^{ask} an account of the executorship ~~and ask that the sureties be held responsible for all the personal effects that I have mentioned. and pray that the amount recovered from them should be applied to pay the testator's debts and thus relieve the widow from charge as devisee~~

Upon the facts so far as known to me, the sureties seem to be chiefly responsible for the personal effects that I have mentioned. The only room for question seems to be in relation to the debt placed by Bedgood in the testator's hands and subsequent to the testator's death collected by Bedgood and was applied by him. Whomsoever paid the debt to Bedgood paid it to him in the character of executor. He received it in that character. and ~~I think~~ ^{being} a personal fund, received in a course of administration, I think his sureties cannot relieve themselves from responsibility by urging that Bedgood ought to have paid the money to Jordan and others. It is because he has not paid it, that they are to be held liable.

2dly. The bill should state the nature of the suit for the sale of the land devised by the residuary clause and the proceedings therein and take the ground that the land ^{is} still subject to the charge created on it by the testator for the payment of his debts and liable to be sold in preference to the land devised to the widow.

The testator did not devise the real estate embraced by the third clause to his executor or any ^{other} person to sell to pay debts, nor did he give to the executor or any other person a power to sell for the payment

payment of debts. There is therefore no ground upon which the surties of the executor can be held responsible for the proceeds of the land.

But the effect of the clause was to create a charge for the payment of debts upon all the real estate comprised by it. See 2 Rob. Prec. 81, 2, 3

If the devisees had been all adults, and without any suit, had sold and conveyed the land to meet Wombles, the doctrine caveat emptor must have applied. He who purchases from another must look to the title - must know the authority of the seller. The charge binds the real estate in the hands of the purchaser, so far as it was bound in the hands of the devisee, that is to say for so much as the personal estate applicable to debts fell short.

In this case, it was conceded when the bill was filed for the sale of the residuary land that before the estate given the widow could be taken, all the estate given by the residuary clause was liable for the testator's debts. Mrs Young by her answer waived none of her rights and the court could not rightfully diminish them.

If the provisions of the statute had been complied with and the proceeds of the land paid to the executor for slaves of the estate, and those slaves the subject of an investment, in lieu of the land, then indeed the purchaser of the land ^{may perhaps} would have gotten a good title. For in such case, the amount applied in paying the executor for slaves ^{executors} would constitute appts for the payment of debts, and if the ^{executors} did not apply the appts in that way, his surties are responsible for the same as for other personal appts. And as to that charge which originally existed on the land in default of sufficient personal appts applicable to debts, the same might ~~now~~ be considered as ^{afterwards} existing upon the slaves in which the proceeds of the land were invested, in that way and ~~those~~ ^{the} slaves, the devisees and legates ^{could} be called on to answer.

Or even though no investment was actually made in slaves, yet of the guardian of the infants executed bond with security for with a condition to invest the proceeds of the sale and account for the same according to law, I think it probable the purchaser would be allowed to indemnify himself by means of this bond to the same extent that he might have ~~had~~ obtained relief, had the investment been actually made. And it would be proper to make the obligors in such bond parties to the suit.

But if as I apprehend, the real estate has been sold without any such bond and surely as the act requires, and without the provisions of the law having been complied with in other respects, then the sale is of no effect and the land is as much chargeable as it would have been, had it never been sold.

The proper course is to state in the bill the whole case, make as parties all who are interested and leave the court to put the question where under all the circumstances may seem most proper.

On the part of the widow, the ground to be taken is that the charge still rests on the land in the hands of the purchaser for the benefit of the creditors of the testator and for the widow's benefit by means of her

But right to be substituted in their places, ~~but~~ without relinquishing in any wise the claim against the land in the hands of the purchaser - for the whole amount of the charge upon it, the bill will consign before the court such persons as ^{may} be supposed ought in equity and good conscience, to relieve him ⁱⁿ part, if able. These are Sarah N Cobb and ^{many} Louisa Cobb for two fifths. And as to the other three fifths they are ~~James Elizabeth and Henry~~ Sarah N Cobb the guardian who received the ~~money~~ ^{money}, the surties which she gave to invest the same and the three infants as owners of the slaves invested, if any such there be.

Richmond March 5th 1840

Con Robinson

It may be proper to observe here that the bond filed among the papers executed by Henry Cobb as guardian to the children, was in the possession of Mr. Robinson - it is known that bond was not made in compliance with the act.

W. H. D.

Opinion of Conway Robinson
prepared for Mrs Young the devisee
of John B Young

The Commonwealth of V.

This paper is filed by
R.H. to the field.

Young v. Bedgood-

Land devised is charged with the payment of debts - the heir or devisee is considered as a trustee - the charge considered as a Trust - or implied one. Lands expressly devised to be for payment of debts - & to be sold - is an express trust. And the general rule - "That when the charge is general the purchaser is not bound to see to the application of the purchase money" applies to either case -

But in case of direct and culpable, or of negligent and constructional collusion between vendor & vendee by which trust may be defeated, [as of from the intrinsic nature of transaction the purchaser must have known that the purchase money was not to be applied in satisfaction of the charges created by the will] the purchaser may become responsible for the application of the purchase money - or the land may remain charged in his hands -

The testimony required to establish the collusion - would be different in the cases of an express and implied trust -

In the case of an express trust - requires a devise to Trustees or Executors to sell for payment of debts. They take a legal, but not a beneficial Trust, and no vendee can consider him as acting otherwise than in the execution of his Trust. He has no right therefore to suspect a breach of Trust, & the payment of his purchase money is the regular consequence of the contract - The existence of a debt is the very circumstance which justifies a sale - & notice of its existence can never excuse the purchaser for withholding the payment of the purchase money -

But where lands devoted to the heir or pass to the devisee, he does not necessarily sell in execution of his Trust - but for his own purposes - The purchaser does not consider the seller as executing a Trust, nor does he so consider himself - but each considers him as acting for his own benefit - If in such a case, the charge still remains unsatisfied the purchaser who has notice of it may be considered as acting in and conniving at a violation of the Trust under circumstances which would not justify the same conclusion - if the Trustee professed to act in execution of his Trust -

what degree of connivance thus on the part of the purchaser in acts which may defeat the Trust, will leave him responsible to the creditor?

Mortgage fraud. or direct collusion for the purpose of defeating the Trust.

So if a purchaser after receiving notice of a charge, pay the purchase money to the seller, who notwithstanding its validity, and did not hold himself responsible for its payment under such circumstances would charge the purchaser in the event of a failure on the part of the Trustee with the amount of the debt so far as the purchase money is liable for.

(This was the case at bar in Garnett v. Mason. 2 Brock. Rep. 662 & 6 Call.)

The old rule was that all persons acquiring property bound by a Trust with notice, shall be considered as Trustees. 1 Story 388.

See cases collected in Equity Cases Abridged under title "Notice". The purchaser is subject to all the consequences of notice if he receives it before payment of purchase money.

(Notice of what I say. Notice of the charge created, not notice of the fact that there are debts yet unsatisfied. A notice of the charge is sufficient to put a person acquiring aware of all the other incidental facts and that is sufficient notice in equity. See cases before. 1 Stark. 388.)

In one case Wigg v. Wigg. 1 Atk 382, 384. The rule has been extended so far as to affect the purchaser who had paid his purchase money, but had not received his conveyance.

The principle is at least unquestionable, that notice after the contract and before the payment of the purchase money, binds the purchaser. Trustees.

Even in chattels, if a sale by an Executor be a breach of Trust, and the purchaser have notice of the fact he is affected by it. As if the Executor sells to a person who knows that there are no debts or that all the debts are paid, and that the sale is not a full execution of the Trust, the purchaser may take the property subject to the Trust. 2 Plow 148. So too if the executor sells ^{at least} ~~at least~~ value as to indicate fraud, or for payment of his own debt. 2 Broil C. 433, 477 &c. Dodson v. Simpson 2 Rand 294. 5 Mass. 195.

In these cases the purchaser is not bound to make any inquiry. But if

he buys with notice that the sale is a breach of Trust, the property remains charged with it.

The same principle applies to freehold estates charged with the payment of debt. [See Marshall J. 2 Brock. 238. and therefore if land be sold for other objects, in exclusion of a debt charged upon it, it is not released by the sale from that charge, if the purchaser pays with notice of the intended misapplication of the purchase money.]

Opinion of Ch. J. Marshall - in Garnett v. Mason. 2 Brock. Rep. 662 & 6 Call. So in Broadus v. Rogers 3 Serg. 12. The purchaser of the land executes Bonds for the purchase money, in such proportions as the Guardians of the Infants requires, with a view to enable him to transfer Bonds to others for his own purposes - the Bonds are assigned ^{for individual debts} - & Guardian dies Insolvent - Held that the securities are first liable to wards - the assignees are bound to reimburse sureties - and if they prove unable to pay, the purchaser is bound to reimburse the sureties - and that the wards may have recourse against the purchaser. [the sureties & assignees failing] on the ground of his aiding the Guardian in his Breach of Trust.

The General doctrines on this subject are strongly and clearly stated by Lord Stirling in 3 Mason's Reports - Gardner v. Gardner - Thus - "Though a person being a real purchaser, is not bound to see to the application of the purchase money, if he has bona fide paid it, yet he is not permitted to become a party to any misapplication of the fund - or knowingly to assist in diverting it to his own interest, as in payment of debts due to himself, and then to resort upon the protection of a bona fide purchaser - He is not at liberty to assist in its misapplication - he is not to buy the Trust property in payment of antecedent debts or to aid the devisee in diverting the fund from its proper uses - and if he does, a Court of Equity will fasten on the Estate in his hands, the original charge, which he has attempted to displace".

This case also is an authority for the right of the Plaintiff to file this Bill, to release himself from a Trust when & another by a paramount obligation is bound to execute it.

So too in Watkins v Cheek. 1 Cond. Ch. Rep. 416 - it was held & reported
that where real Estate is devised subject to debts and to all
legacies and the devisee is also executor & a purchaser of the
mortgage from him of the real Estate is liable to the charges
if the circumstances of the transaction afford evidence
that the mortgage or purchase money was not to be applied for the
debts & legacies =

But is Womble a purchaser without notice, even admitting that
he has not become a party to the breach of Trust -

Has he yet obtained a conveyance of the land so as to make
him a complete purchaser - Must he not have obtained a legal
conveyance or well have paid the purchase money - to entitle him
to this defence - Wigg v Wigg. 1 Atk 382 - 3 P.W. 307. 7 Atk 397-630.
It is said - And is he such a purchaser -

It is not he has but an Equity which must yield to the prior equity of Creditors.
Was the sale of the Infants land valid - and has Womble any
title - Facts as shown by the record. Supp. to H. Code. Ch. 186
§ 223 - Feb. 27. 1828 = The Bill was filed with reference to this act
No sale could be ^{made} devised. And it is made until the Guardians executed
Bond with security to ensure payment of sale - 50 - and here Bond
was not executed till ^{the day of} the sale And if the Estate be sold without
such bond or a compliance with the other provisions the sale shall be
of no effect.

As to title - The decree of Sept 1835 directing Broughton to sell did not authorize
him to convey but directed him to retain the title - Yet on the 5th October
1835 the day of sale Broughton executes & delivers the deed for the whole tract as
well the shares of the adults as of the infants - and this is the only deed
he has - The decree of Novr. 1835 confirms the sale and directs the
Comrs to convey as also the adult parties - and the infants when
they came of age - but no other conveyance has yet been made -

J Taylor

May 5 1842.

Young
v
Young's Exr.

1. The Court will take care to exhaust Personal Estate before descending to descent - & will therefore Order an account of Birdgood's Inventory.
2. The Fearnville Tract was bound specifically by a charge on the will for the payment of debt - and the debt - to whom it descended - would be personally bound for the payment of ^{to the extent of assets descended} Young's debt - If they can pay it - the Youngs will be discharged as they are first liable - Lands descended being bound for debt before Lands descended -
an account therefore of the debt unpaid and of the value of assets descended will be necessary - & the disposition made of them.
3. The Bill charges the sale of the Fearnville Tract under the decree of the County Court of Life of Wight - & prohibits the record - charges also the purchase of it by Womble - & the payment of the purchase money to the parties by Womble in a mode & under circumstances to satisfy him that the money was not to be applied to the payment of Young's debt - & from that concludes that the knowing nature of the misappropriation of the funds is responsible in equity to them who suffer therefrom -
4. The Bill charges that the sale of the infants part of the Fearnville tract is illegal - & that the same arises in title in Womble -

See Guardian. § 16 et seq. 1 R. 1. 409. & Supplement to Revenue Act. p. 224 § 4 et seq - & note that by express provision of 6th S. of last act. an omission to comply with any of the provisions of the act makes the sale of none Effect -

Now. The Bill was filed under the act of Feb. 27. 1828 - Sup. p. 223. The Court had no authority to direct the Bonds to be delivered up to the parties, except on terms to invest them in the purchase of slaves - to be selected & valued by Committee - ~~any~~ ^{such} his such order was made - & therefore no investment was contemplated or could legally be made - a payment therefore to the Guardian would have been made with a full knowledge of ^{intended} misappropriation - But a part of the Bonds was expended by the private

account of Womble against the infants -

on both grounds. Womble is affected with notice in equity & becomes a party to the Breach of Trust in the Guardian -

5- This is a contest between equitable interests - viz. Mr. Young on the one side seeking to enforce the constructive Trust.

raised by the charge on the Seemsville tract - and Womble

opposing to it not his legal title to the land, but his

equitable title - at best - even if the facts decided by

the recent case leave him in as high a position -

For Note. That Womble has not the legal title to the land.

Bedford's deed as former was made on the day on which

the land was sold - not only without authority - but in

express opposition to the decree which required him to

retain a lien on the land - by withholding the deed -

* Could Womble ~~not~~ rely upon this ~~fact~~ deed as an equitable -

It not - then he has but an equity at most - and in

a contest between equities which shall prevail - ?

* Bedford as former could not convey the shares of the adults -

and the decree of Nov 1835 regarding the adults and

Bedford to convey has not yet been complied with -

Young
v. 5 notes
Young's box

~~Notes:~~ At Webster's

Notes of J. D. L. -
Comment for Plainly

The case of Salcafero v. Minor 1 Hall 524 (cited by Mr. Atkinson) was decided upon the rule - that where the execution of the trust although deferred in its object required time and discretion, or the acts of sale and reinvestment are manifestly contemplated to be at a distance from each other, the purchaser shall not be bound to see to the application of the purchase money - See the case quoted & thus explained in 1 Domey Digest p 245

Mr. Atkinson contends - that the Court has no right to inquire into Womble's title - & cites 1 Madd 443 - But the reference establishes directly the contrary: for it is there said "that a purchaser has no right to call upon the Court to protect him from a title not in issue in the cause - and his rights are not affected by the decree - were the rights of creditors affected by the decree - or those of Mrs. Young as specific legatee - but her answer surrenders or compromises those rights -

a Bill of Review it is said must be filed - but could creditors not parties: or even Mrs. Young, who could not be a legal party to the suit - She had an interest in the suit at the time - those entitled the creditors of E. B. Young, sought to enforce payment from her - neither Mrs. Young's debt interests or those of the creditors were put in issue by the suit of Cobb & Grant - See the case of Burnett v. Hamwell 2 Sch. & Lef. 577.

In the case of 2 H. & N. 20 cited by Mr. Atkinson remedy was by appeal from the decision - I cannot see what application it has to this case or why an authority should be cited for so plain & acknowledged principle.

Mrs. Young never did consent to any decree by which her interests were to be put in jeopardy - The consent of the adult parties referred to in decree of Sept. 1835, ~~was~~ clearly referred to the Cobb, who were adults - Why was Mrs. Young's consent necessary - what was she to do with it - Mrs. Young could neither appeal or file a Bill of Review for the reasons already stated -

as liability = Mrs. ~~Young~~ Cobb's disposition good as to Womble - Her interest ~~cannot~~ can be affected by it in fact she testified against her interest - J. Foster Esq.

Young & Young -

where lands are vested in trustees by act of parliament, to be mortgaged for a particular purpose, it is incumbent on the mortgagee to see the money applied accordingly. 1 Madd. 443 - citing 2 Vern. 6. Lord devedst. for payment of particular debts &c. The vendor is obliged to see to the application of it; and that, altho' the estate be sold under a decree; or in pursuance of an act of parliament. 1 Madd. 609.

Now was not the Leamsville tract: sold under a decree, or in pursuance of an act of assembly. (as the parties say) - for a particular purpose - to wit. the investment of the proceeds of sale, of land in slaves - why then upon these authorities - was not Noble bound to see to the investment of the fund - Besides, the act of 1828. under which the land was sold, seemed to require it of him -

Mrs Young ought not to be considered as a party to the suit under which land was sold. She was not legally before the court on that issue - it was as to her a case ex am non judice - for the act of assembly, expressly prescribes who shall be parties - and on her answer, she expressly trusts upon her rights as devisee -

A decree under this act, confers no rights, unless it conforms to the law - and therefore it is void - that is, the same as if it had never been rendered -

If the original purpose of the ~~law~~ will had been executed, Mrs Young, or Dr Young's creditors would not have suffered - Suppose Mrs Y. had, after the sale, contended in that suit before the court, the subsequent proceedings - Would the court have been bound to hear her objections - Surely not, if she had no legal right to become a party to the suit. But the real parties to the suit are the creditors - their right to the fund under the will of Dr Young, cannot be affected by this sale - the land sold is the prior fund - & if so, their claim upon this sale - the land sold is the prior fund - & if so, their claim upon the fund is entitled to a decree -

2^d The second branch of the subject remains to be considered to wit-
The liability of the land called Fearnsville, in hands of the purchaser
subject to the charge of the payment of debts, tho' the sale be not invaded-
and this branch of the question involves several points, which we will
proceed to enumerate & establish, which being done will prove the liability
of the tract as aforesaid - 1st The language, or the words in the 3^d clause of the
will, constitute a lien, or charge on the land, conveyed or embraced in the
sentence the remainder of my property "I C, for the payment of the debts
settled - & 2^d Exempt the other property disposed of by the prior clauses. - 3^d The ~~will~~
are memories which establish the position, that where a testator directs all
his debts to be paid, & then disposes of his estate, creates a charge on the real
estate for that purpose - as "After my just debts are paid," or "after settling
my just debts," a ~~charge~~ is made the debt or charge - and when a willator
wishes that his debts should be paid," will exercise over every disposition
which he may subsequent make - see - 1. lead. ch. Dr. 597-8-9. & 600. 2^d Story
Equity. § 493. 3^d Trench. Com. 2^d Book. P. 435-6. & 3^d Somers. Digest. 264-; 7 and there
will amount to charge debts for which the testator is bound, as for his own
personal debts see 1st Trench. Com. 2^d Book. P. 435-6; also 6 Am. G. Rep. 302.
Your Honor, by consulting 1. lead. ch. Dr. P. 604. will find an authority for the
2^d position above - viz. That where a testator is possessed of several estates &
charges one part, & leaves the other to be sold, or devises it, the latter, his
intention to burden a part in exoneration of the rest is manifest -
and that such was the intention of Mrs. Young in her will, in relation
to the "property" embraced in the 3^d clause, is equally manifest; from the
course of the disposition - Under the impression that his debts were small
in proportion to his estate, he first provides for his wife & then directs the
balance to go to the lady - after his debts are paid - for if he had intended the
property given his wife to be subject to his debts or if he had devised it, in this respect -
to stand on the same footing with the "property" in the 3^d clause, he would certainly
have annexed to the devise to his wife some qualification or limitation, similar to the devise
in the 3^d clause - his reserving or subjecting the land in the 3^d clause the such qualification, clearly pointed
to that as he provided for the payment of his debts - In connection with this subject -
it may be not amiss to show the intention of testator to exempt his personally
conveyed to his wife, from the charge - or that the property both real & personal
embraced in the 3^d clause, was liable before the personalty came to the end
to be charge for payment of debts. The personally is unquestionably, the ^{natural} fund

for the payment of the debts; and it is likewise said, that it cannot be exempted from such liability - we admit to be the natural fund; and we admit that a testator cannot force Creditors, to resort first to another fund selected & set apart by himself, in his will for such purpose - but as between the next of kin, and the heir, or devise, it is certainly true, that he can give the personality to the heir, devise or any representative, clear of the payment of debts; or that he can exonerate the same & make the land real estate first in the hands of a devise, or heir first - liable, if such be his intention collected in any manner from the will - If that intention is declared in express words - the question is settled - If not expressly declared, it must appear from the context of the will - This intention may be found, not merely in the mode in which the personal estate is given, but also in the mode in which the real estate is given, or the application directed to the payment of a debt; for the real estate may be so appropriated to the payment of debt as to show a clear intention, that it shall not be a burden upon any other fund, tho' the intention to exonerate the personal estate is not in any other mode, or way expressed - "When a testator directs his real estate should be subject to his debts, it is such an expression of his intention to exonerate the personality, specifically bequeathed, from his debts, that it shall be dis-burthened" - So when a testator directs his real estate to be sold & out of the proceeds to pay his debts, & his residue to be added to his personal estate which he bequeathed - It was held that the personal estate was exempt - see 4 Story, 538-9. 1. d. 589-90-1. 4 L. Ch. Com. 2. North B. 436. & 2. Wm. on Ex. 1048-9-50 - By applying the principles contained in the above literal extracts from the authorities just cited, to the will of Mrs Young, the conclusion intention of the testator to exempt the personality given his wife from the payment of debts is clear. For the testator, first makes a specific bequest of the slaves on Oysterhole neck to his wife, and in a subsequent independent clause, directs the remainder of his property (embracing real estate) to be divided in a certain manner after the payment of his debts - so that the manner in which the personality to his wife is given (being "specifically") & the mode in which the remainder of his property (embracing real estate) is disposed of subject to the payment of debts, are not altogether sufficient to convince the "Judicial Mind" but the ordinary understanding, that he intended the debts to be charged only upon the remainder of his property - embraced in the will.

possible. If then the tract called Fearnerville was primarily liable for the debt of the testator, the services mentioned must have taken it as trustee subject to the lien, trust, or charge created upon it, and all others who come in possession of the land, affected with notice of the trust, must likewise hold subject to the charge or trust, & a man who can no one can question. The next question then is, was Womble a purchaser without notice, we answer that he was not, and for the following reasons - 1. From the extrinsic nature of the proceedings he must have known that land was charged by the will and so he is a trustee with notice of Trust - 2. Somax. 215. 242. 2. d. 394. 395. For whatever is sufficient to put a party on enquiry is good notice in equity & in law. 3. Volume 394 - & in Honble. B. 3. C. 3. 51. it is laid down, that when a purchaser could not make out a title, but by a deed or will which led him to another fact, he should be presumed to have notice of such fact. See 2. North B. 436. 5. d. 195. Now of whom did Womble purchase this land & from what sources did he complete his title? from persons who claimed under a will creating a trust - & to this same will must he have looked to make out his own title - This will was or had been upon record, it well came to the knowledge of the trustee who was raised on property therein bequeathed. The mere fact that he bought at a commissioner's sale, by virtue of a decree of Ct, cannot alter the fact. For a court might decree the sale of any one's land, yet that could never oust the owner's right. But if the same purchaser had looked at the decree & the proceeds which led to that decree, he would, or if he questioned the commissioner who sold the land (being the agent of trust, of the parties w/ the Decree maker, he could not fail to have been satisfied of the improper trust for the wife of Mr Young was filed among the papers, & the very file & indices of the parties admitted & arrived at the fact; the answer of the widow herself invited upon making it subject to the payment of debts, & can Womble whose purchase is a mere consequence of such process is to be ignorant of the fact. Again will you say that Mrs Young asserted her claim, or even asked that court to respect the exoneration of her portion, and can a court in any manner deprive her of her right - been & published by the will of her husband - It is more than true is to be found in Somax 1. 10. 251. that a parol upon the faith of the representation of an executor that the estate was his own estate given him by the will of the testator which was not the case - & so that the executor erred in not looking at the will &c.

Then we see that the parson was not allowed to retained the money
 bequeathed to him, by an exec who told him the property was given him by
 the will of the testator, because the will had not in any way
 a disposition of the chattel, & even if he had, as he ought have, looked
 at the will, he would have found that he was receiving in pursuance of
 the express bequest, property belonging to his testator. Here the will was not
 of the fact, the source of information should not be will in the case of young
 & more be untrue equally so. as there is a great diff. in the

Young

v. s.

Young's Exec

Prods. of R. A. McElfield
 Counsel for Plaintiff

The above is a true
 copy of the original
 of the above

Humble could only ^{acquire} the title which was in the Cobbs, now the Cobbs had an imperfect one. The devise to them was subject to a charge which ensured to the benefit of the widow of the testator. So that the testator does in fact give, indirectly, to his widow an interest in the Hearnsville tract, which interest, renders imperfect the title of the Cobbs & a sale by them or the Est. could not divest the widow of her interest or right under the "will", or give Womble a greater interest, or better title, than the Cobbs had from the same source, the Will. See particularly 1 Somax Digest ^{243. T.} Pa. 246-7. 6 Rand. 586. 8 = 6 Cal. garnet. etc. ^{macdon}

Womble was bound to see to the ~~the~~ application of purchase money. P. H. Whitfield. 2.

Certainly Caveat Emptor applies in the interest of Mrs. Sally M. Cobb and Mary Louisa Cobb (adults) see trust & Bowman 6 Rand. 586. But Womble has no conveyance for the seed which he has is dated & delivered in certificate of Magistrate, before ^{the} an order was made to effect a conveyance. By the Decree of sale, the Commissioner was directed to retain a lien. If these views be correct, there is no need of invalidating this sale & the proceedings in County Court &c.

But has Mrs. Young the right to impeach sale, or to subject the Hearnsville estate? Yes. Because the devise of the "remainder of the property" in 3^d clause of will, subjecting that property, to the exception here (the money), is a devise indirectly for her benefit, as it placed the charge of debt on property other than hers.

The doctrine of Invalidation. 1 Story 29. 5 ⁹ 9-91-23
4 Rand. 433. 2 ibid 424. & 2 Leigh 70

Francis R. Young & Dick? H. Bidgood, Executor & Alias.

The question, or the case naturally divides itself into two branches

1st. The liability and the extent thereof, of Bidgood & Executors on his executor's bond given as Exec. of Jno Young, for the payment of the debts of Jordan & others, in consequence of Swastavits, by Bidgood, the 1st of which Swastavits, is the balance found due by his accounts filed, & which he paid over without demanding & taking refunding bonds. & 2^d in not accounting (see his accounts filed) for the amount of the accounts which he transferred to Young, as collateral security.

The 2^d branch is the liability of the Land, called Fearnsville, in the hands of Noble the purchaser, for the said debts, before the property given to the widow (F. R. Young) can be taken. Because 1st. The sale of the said Fearnsville, by ^{the} county Ct. of Isle of Wight, was invalid, null & void, since the provisions of the several statutes authorizing the sale of infants real estate, were not complied with: to wit: no order of court was made, appointing commissioners to ascertain the value of slaves given to the debts, the exemption of the legal liability of which slaves for the payment of Young's debts, was the purpose & object of the Bill of Sarah R. Cobb &c. the reverse argument, the sale of the Land &c. Such a bond as the law requires to be taken, was not given - there & other requisitions of the law, in such cases, not being observed, the statute declares the sale to be null & void. see 1 R. C. & 209. § 20. & Supplement to R. C. Page 323-4: But admitting the sale is valid, still 2^d. the Land is liable in the hands of Noble. which gives rise to several points -

1st. The Language, or words in the 3^d clause of the "Will" are sufficient to create, an implied trust, or lien or charge on the Land, Fearnsville, for the payment of testator's debts. and 2^d excepts the property, both real & personal, previously given to his widow. as this was the intention of Young decd. For the sufficiency of the language &c. to create the charge &c. see 1st lead. ch. p. 597-8-9. & 600. 2^d story's Equity p. 492. 1st T. Comm. 2^d B. p. 235-6 & 3^d Somers. 364-57 and embraces or includes debts for which testator is security see 1st T. Comm. 2^d B. p. 435: - And that (2^d) ER - except the estate real & personal given to widow &c. 1st lead. ch. p. 604 & ibid 589-90-1. 1st story's eq. 538-9. 1st T. Comm. 2^d B. p. 436 & 2^d Story on Exors. 1028-9-50 - This being true how can Noble protect himself. 3^d. Is he purchaser without notice. No, for the intrinsic nature of the proceedings of sale, if it does not ^{amount} to a virtual notice, was sufficient to put him upon inquiry, which would have led him to the knowledge of the "Will" which creates the trust or charge on the Land &c. In Somers dig. 1st vol. 394 & 7. vol. 3. c. 3. § 1st we find that where a purchaser cannot make out ^{his} title, but by a deed or will which led him to another fact, he is affected with notice of that fact. Bidgood & (commfgr). in the deed of conveyance to Noble mentioned the Will of Jno Young (vide, deed). - See Somers 1st vol. 251 p. for a very strong case of a will being notice. Lastly there is no need of establishing even notice, for the principle of Caveat Emptor applies in this case -

16 Nov 442

Young's Youngs case &c.

The bill charges the death of John B. Young - his testament - and the qualification of the executors: - That he is his own individual - and debts, the executor is a surety for R. Whidgood in several bonds that are not unpaid - That in the residuary estate given away to his heirs at law, is a tract of land called Farmerville & several places, and that the same was liable to pay the testamentary debts.

That a writ was granted in Co. St. John of the death of the residuary estate - prayer is made of the land to have the proceeds applied - to exonerate the executors, &c. That a decree was rendered, ~~for~~ land sold in accordance with the decree - That the said North was a purchaser of the land, ^{for a part} paid the money on his bond, that by the final decree some part into the possession of the executors of the infant and the adults, & that they have become insolvent &c. I pray, that the land in the hands of North be again sold to pay the debts, or that he shall be compelled to pay again the purchase money. -

1st. contends 1st that North was bound to look to the application of the purchase money -

2^d. That the decree under which the land was sold was assess - over - and that under that decree North has no title -

2 answer to 1st proposition.

The charge in the will (if it be indeed a charge on the land) is general and not specific - and the rule of law is, that in case of a general charge on land, a sale, before any suit by the creditors, defeats the charge - in standard argument in the case of Garnett and Deacon 5 Call 314 - also 180 Mass 443. 444 - 609

Worrell had no notice of any debts charging the land, though some were surety debts, and it can't be required of him, that he should have gone about to ascertain if any one held a claim on John B. Worrell as principal or surety. He had seen the deed of a lot of competent jurisdiction, gave his bond accordingly to the terms of the sale deed, and paid them before any notice -

In Saliapero's Minor 1 Call 524 land descended from Thornton to his infant children - On petition to the genl assembly, the legislature passed an act to sell them by trustees appointed, who were ordered to sell the land, and invest the proceeds in other lands for the benefit of the parties - The trustees sold the land in 1793, and Saliapero & Woodford became the purchasers - The money was not paid when due

(the trustees assign the purchase, to hold it May interest) The money depreciated, and no loans were bought by the trustees as the law directed. Yet the Court decided that the purchasers were not bound to look to the application of the purchase money - This was a strong case, the effect of the law which stood in place of a decision of Court, was not carried out, but the purchasers were not protected.

In Garnett and Deacon 6 Call 353, Chief Justice Deane says, "It is unquestionably true that, whatever doubts may exist respecting the liability of a purchaser in the application of the purchase money to schedule debts, with which lands are charged, he is exempt from all liability for its application to debts generally -

It has been justly said by the master of the Rolls in the case of Elliott & Mannan in Barnard's Chy. reports, that if 'lands charged with debts generally remained bound in the hands of an innocent purchaser, they could never be discharged without a suit in Chy: which would be extremely inconvenient - and Worrell in this case could not know of out-standing debts -

4 In *Garnett v. Deacon* 6 Cal 354 - The Judge says "the principle laid down by the decision of the *Robt. Appen* to have been followed in *Sim*" - and in *Walker v. Smallwood* 676 which was a charge on land for debts generally the Chancellor said "The Court has established it as a rule, that when the charge is general, the function is not become to see to the application of the purchase money". This rule has been pursued invariably in the English Courts for near a century, and may therefore be considered as well settled. In the case ~~of~~ *Walker v. Smallwood* 676 - and also in the case of *Garnett v. Deacon* - John Smallwood devised his estate to his son Thomas charged with the payment of his debts. - Afterwards, and before payment of the testator's debts, Thomas the devisee mortgaged the estate for the payment of his own debts, and then devised it to his wife, charged with the payment of his debts. A bill was brought by the creditors of John & Thomas Smallwood against the wife and mortgagee, and pending the suit the wife and the mortgagee joined in selling the land. From an appeal, a supplemental bill was filed to set aside the sale. It was set aside only tho, on the principle that *Joinder* was a *pendente lite* purchase and actual notice was admitted - But for the *pendente lite* and actual notice, the purchase was clear and land not bound. In the case

5/ In the case now before the Court, Worthington
vs. without notice or without a proper
notice -

suppose the devisee or heir had acc
him of full age, had sold the land
to a purchaser without notice of any
existing demands binding the heir, under
the will, and the purchaser had paid
the purchase money without fraud,
can it be pretended that the creditors
who had remained dormant could
have charged the land in the hands
of the purchaser?

In 1 Merid. case 393. In the act for
the relief of creditors, & fraudulent devisees,
It is provided that in case an heir bound
to pay the debts of his ancestor in regard
of any lands descended to him, and
shall sell, alien or make over the same
before any action brought or process issued
out against him, the heir at law shall
be liable for the debt to the value of the
land so sold or made over, but it is
provided that the land, bona fide
aliened before the action brought,
shall not be liable to such execution.
~~the debt of the ancestor is no lien on the land,~~

This Court has no right to look
into the papers in the suit under which
the land was sold to Worthington even
if the deed was erroneous. -

1 Meadock, 443. It is said that the
purchaser under a deed is not
responsible for the mode in which the
Court has sold the estate. -

~~and the same principle is recognized in the case of~~

In that another it is said "page 444-

"A purchase of an estate under a decree is not assumable for the mode in which the estate has been sold by the Court, nor for the disposition which it makes of the money; for a purchaser has a right to presume that the Court has taken the steps necessary to investigate the rights of the parties, and that it has on that investigation properly decreed a sale."

This principle is clearly recognized in the case before cited of *Taliaferro* and *Minor*. It is a case in point even if the objection urged by the *Plffs* exist to the decree under which *Wm.* purchased. In *Taliaferro* and *Minor* the money was to be invested in other lands and the money was not invested but sunk by the depreciation of money -

2 *H. L. L. v. Ford* 20. Banks, Anderson and Anderson had had suit in the Hustings Ct. of the City of Richmond, Banks to foreclose a mortgage and obtained a decree for a sale, which was made; but the Court has not entered their report of a sale (no deed made) when Banks obtained leave in vacuo Ct. to file a Bill of review - pending the Bill of Review Banks is to visit in the Sup. Ct. City for the Richmond District of the Anderson and the purchaser & others to set aside the sale of the fallow garden, which had been made under a deed of Court, to correct

the error of the Hustings Court in the deed and for a Certificate to remove the record of the cause into the Sup. Ct. City. The Court said - "It is not competent for this Court to correct the error in a decree of an inferior Court, by an original writ."

Again - The personal funds is the primary and proper fund for the payment of debts, and the purchaser his real estate with the payment of his debts, yet that does not exempt the personalty from being first applied to that purpose unless the testator expressly exempts it. - *1 Domes 17.* -

see also 1 Mass. 588 &

The testator does not direct the sale of the lands nor had the executor any control over them, nor could the executor be expected to pursue them in execution of the express directions given to the wife of the testator &c.

see also 1 Domes 244-245 &

But suppose it were competent for this Ct. in this move, to look into the suits under which the lands were sold, is there such a defect or error as to affect the purchase? - Surely not - The parties in that suit are not complaining.

It is true that Mrs. Young the plaintiff was a party in the suit under which the land was sold to Mr. Noble but she consented to the deed and if she had not done so, still the error (if any) must have been corrected by a bill of review not by an original suit. — Equity sign'd by Barbara Harrington 360. — 4 Wh. 104 Rpt. 199 — 5th 20 58. —

Mrs. Noble

as:

Young

John & Co
the Court

A. A. Allison
Att'y

+ Again, in respect to the errors charged to exist in the decree of the County Court, under which Noble purchased, the parties have not suffered because if the money arising from the sale of the land had been applied to payt. of the debts of the ancestor and testator, in exclusion of the slaves — the slaves could not have been sold to pay the debts, and hence it is apparent that the slaves that might have been purchased for the infant with the same money, have been sold by the exec. of the testator & with the money, the debts of testator were paid — the bill should be dismissed as to Noble with his costs to be paid by the plaintiff: —

A. A. Allison
for Noble

Youngs Exr
v. S.

Youngs Exr v

The ~~last~~ written decree is submitted.
The remaining question in the case is as to the
payment of the balance of \$730. due to P. Anderson.
Whether it shall be paid by the Plaintiff on the
securities of Anderson. as to which question I desire
to present a written ~~statement~~ argument in
vacation. I have mentioned this subject to
Mr. H. Mearns & have proposed to him to take the
papers & prepare an argument. I send the papers
down to me to be delivered to the Judge after
I have prepared my note -

J. Taylor. Oct 10. 1843.

Youngs. v. Youngs, Exr -

This cause came on this day to be again heard on the papers
presented read and was argued by Counsel. On consideration
whereof the Court being of opinion that the defendants
Watson P. Jordan. Samson White and Joel Cook administrators
of Elijah Cook. have the right to recover from the
Plaintiff as Executor of Frances H. Young deceased. who was
deceased of John B. Young deceased. the balance of their
several claims ~~petition after deduction~~ as shown by statement
marked W.W. filed with the decree rendered in this cause at
the last term and that the securities of N.W. Delport ad.
Executor of John B. Youngs. are not liable to pay the said
balances until the assets in the hands of the said Plai-
ntiff Executor of the said Frances H. Youngs. are applied to
the payment thereof as far as they will go ~~in the~~
the due course of administration. doth adjudge order
and decree that the ~~Plaintiff~~ defendant Watson P. Jordan
recover of the Plaintiff Executor of Frances H. Youngs. the
sum of \$465⁵², that the defendant Samson White also
recover of said Plaintiff Exr as aforesaid. the sum of \$206¹²
and the defendant Joel Cook administrator of Elijah Cook - also
recover of the said Plaintiff Exr as aforesaid. the sum of
\$59⁰². with interest on said sums respectively at the rate of
6 per centum per annum from the 5th day of April 1842, till paid.
To be levied of the goods and chattels of the said Frances
H. Youngs in the hands of the said Plaintiff to be administered
as aforesaid is reversed to the said defendants to apply to the
Court for further relief if necessary. In the payment of their
respective debts hereby decreed -

Dear to
be intended.

R. H. B.

At a Circuit Superior Court of Law and Chancery continued and
held for the County of Schofield on the 13th day of October 1843

Youngs Exor.

Against

Youngs Exor. &c.

Plff.

In Chancery,
Defts.

This cause came on this day to be again heard on the papers formerly
read and on the report of sale of Commissioner Whitfield made in
pursuance of the decretal order pronounced herein on the 6th
day of May 1843 and also on the Report of Commissioner Leghtfoot
taken and returned to Court in pursuance of the same order
to which said Reports no exceptions are taken, and was argued
by Counsel on consideration ^{whereof} the Court doth adjudge, order
and decree, that the sale made to Merit Womble by Commissioner
Whitfield of the Turnersville tract of land in the proceedings
mentioned in pursuance of the decree rendered in this
Cause on the day of October 1842 and on the 6th day
of May 1843 be and the same are hereby confirmed, and that
the said Commissioner collect from the said Merit Womble
the bond of \$521.37 which was executed and made payable to the
said Commissioner on the 8th day of March 1843 & returned
to the Court with his first Report of sale of the Turnersville
tract, which Bond will be due on the 8th day of Decr. 1843.
and that the said Commissioner distribute and pay the
monies collected from the said Womble in payment
of the said bond to the defendants Watson P. Jordan
Samson White, and Joel Cook admors. of Elijah Cook, and
in the proportions stated and shown in special State-
ment Marked W hithertoan filed with the decree of May
6th 1843 and adopted by the Court. The sums so paid to be
credited by the said last named defendants to their respective
debts in the proceedings mentioned. And the said Commissioner
is also authorized to collect from the said Merit Womble the
Bond executed by him for \$335.90 to the said Commissioner
on the 5th of October 1843. This day returned to the Court with
his second Report of Sale which will be on the 5th day of April
1844 - and distribute and pay the monies collected from said
Womble in payment of the last mentioned Bond to the
same defendants in the proportions stated and
shown in special Statement Marked W W now

Lited with the decree, the sum so paid to be credited in like manner, and all further questions in this cause are reserved for the future decision of the Court, and the cause is retained for that purpose.

A copy

Teste

J. P. Mills Dec. 11. 1816.

Youngs Exor. Xd.

vs. Mr. Chancery

Youngs Exor. & ad.

Copy Decree

Youngs Exor.

Youngs Exr et al

This cause came on this day to be again heard on the papers
formerly read and on the Report of sale of Commissioner
Whitfield made in pursuance of the decretal order pro-
nounced herein on the 8th day of May 1843. and also on the
Report of Commissioner Lighthfoot taken and returned to Court
in pursuance of the same order to which said Reports
no exceptions are taken. and was argued by Counsel. the
consideration whereof the Court doth adjudge. order a
decree. That the sales made ^{to merit prompt} by Commr. Whitfield of the Knoxville
tract of land in the proceedings mentioned in pursuance of the
decree rendered in this cause ~~at~~ on the day of October 1842
and on the 6th day of May 1843. be and the same are
heavily confirmed. and that the said Commissioner collect from
the said Thos. Womble the Bond ~~of~~ of \$521.¹³/₁₀₀. which was
executed and made payable to the said Commissioner on the 8th
day of March 1843. and returned to the Court with his first
Report of sale. ~~at~~ 2 of the Knoxville tract, which Bond will
be due on the 8th day of December 1843. and that the said
Commissioner distribute ^{last pay} the monies collected from the said Womble
in payment of the said Bond to the defendants Watson & Susan
James White and Joel Cook administrators of Elijah Cook
dec^d in the proportions stated and shown in special statement
marked W. H. and filed with the decree of May 6. 1843. and
adopted by the Court. The sums so paid to be credited by the said
last named defendants to their respective debts in the proceedings
mentioned. And the said Commissioner is also authorized to
collect from the said Thos. Womble the Bond executed by
^{for \$335.90} him to the said Commissioner on the 5th October 1843.
^{this day} returned to the Court with his second Report of sale. which
will be ^{due} on the 5th day of April 1844. and distribute and
pay the monies collected from the said Womble in payment of the
last mentioned Bond to the same defendants in the proportions stated
and shown in special statement marked W. W. now filed with this
decree. The sums so paid to be credited in like manner.
and all further questions in this cause. are reserved for the
future decision of the Court and the cause is retained
for that purpose.

James L. X

✓ 5.

James L. X

Wright Dec 1833

De to his Term 1833.

J. L. X

To be paid

1833

Endorse

At a Circuit Superior Court of Law & Chancery continued
held for the County of Isle of Wight the 5th day of May 1843.

Nathaniel P. Young executor of Frances R. Young & others. Plts.

against

Richard W. Bidgood exor. of John B. Young & others.

In Chy.
Defts

This cause came on this day to be heard again on
the papers formerly read, and on the report of the sale of Commissioner
Whitfield, made & reported to Court in pursuance of an interlocutory
decree pronounced at October term 1842: and on the special statement
marked N. filed with this decree by consent of parties by their counsel,
which was adopted by the Court, and it appearing to the Court, that the
sum of three hundred & fifty dollars which was decreed by the Court at
the last term to be paid by Sally R. Cobb & Gray Barrell Shff. & Committee
of Mary Louisa Cobb are still unpaid, and the Court being of opinion
that the undivided interest of the said Sally R. Cobb & Mary Louisa
Cobb in the Hearnsville tract of Land are liable for the payment of
the said demand, the Court doth adjudge, order & decree that unless
Sally R. Cobb in her own right, & Gray Barrell Shff. of the County of
Isle of Wight & Committee of Mary Louisa Cobb, or Sally R. Cobb, James
A. Cobb, Elizabeth Cobb, & George Anna Cobb, or some one of them who are
heirs at Law of Mary Louisa Cobb decd. within sixty days from the
date of this decree pay to the defendants Watson P. Jordan, Sampson White,
& Joel Cook Admor. of Elijah Cobb, the sums decreed to be paid them
respectively by the said Sally R. Cobb, & Gray Barrell Shff. & Committee
of Mary Louisa Cobb by the decree pronounced herein by the Court at
October term 1842, that then & in that case Robert W. Whitfield who is
hereby appointed a Commissioner for that purpose shall expose to public
auction to the highest bidder on a credit of six months after giving thirty
notice of the time & place of sale by advertising in one of the newspapers
published in the Borough of Norfolk & at the Court house door of Isle of
Wight County on some Court day previous to the day of sale, the undi-
vided interest of Sally R. Cobb, & Mary Louisa Cobb in the Hearnsville
tract of Land devised to them by the will of John B. Young. The Court being
of opinion that the said interest are liable to the payment of said debts,

in the hands of the defendant, Merit Womble under the charge created by the wife of the said John B. Young because the said Womble was a purchaser with notice of said charge, & has not yet acquired ^{a conveyance} of the legal title of the said interest; & that the said Robert H. Whitefield take for the purchase money after deducting ^{the expenses} of the sale & survey herein after mentioned, which shall be for cash; bonds with security from the purchaser retaining liens thereon, & make report thereof, of his proceedings to this Court. — And should Commr. Whitefield deem it necessary he is hereby empowered to direct a Survey, to divide & set apart the said two fifths of the said Hearnsville tract, regard being had to the quality & quantity thereof. And the Court doth further order & decree that Nathaniel P. Young executor of Frances K. Young decd. render before the Commissioners of the Court, an account of his transactions on the estate of his Testatrix, which account the Commissioners is directed to audit, state & settle. & that the said Commissioners do take an account of all the slaves bequeathed to the said Frances K. Young by John B. Young her deceased husband, & the value of the same when they came into their possession of the said Nathaniel P. Young exor. as aforesaid, & in whose possession they are now. & that the said Commissioners also ascertain & report the value of the Land devised to the said Frances K. Young by the Will of the said John B. Young: — which accounts the Commissioner is directed to report to the Court with any matter deemed pertinent by himself or required by the parties —

Copy

Test

J. P. Mills D.C.

Copy

Barth. Lightfoot Comr.

Isle of Wight County Commissioners Office June 3^d 1843.

The parties to this suit as well as all others interested in the subject matter of the foregoing decree, are hereby notified that I have appointed Wednesday the 19th day of July next, to execute the duties required of me; on which day at 9 O'clock A.M. they will attend at Isle of Wight Courthouse with the necessary proofs & documents —

Barth. Lightfoot Comr.

Service acknowledged

W. Jordan

Isaac Cook

Gray Carroll

Rich^d W. Diagoon

Sally N. Cobb

Elizabeth & Coler

Longman Cobb

M. Womble

J. White

A. P. Young &c.

Young

vs.

Young

This Cause, came on this day to be again heard, on the papers formerly read, and on the report of Sale of commission Whelpley, made & returned to court, in pursuance of an interlocutory decree, pronounced herein, at October term 1842, and on the special statement of master "V." filed with this decree. By consent of parties, by their Counsel, which was adopted by the court, and it appearing to the ~~consent of the court~~ court that the sum of \$350.00 each decreed by the court, at the last term to be paid by Sally N. Cobb, and Gray Caldwell & Co. Executors of estate of Mary Luiza Cobb, are still unpaid, and the court being of opinion that the undivided interests of the 1st Sally N. Cobb & Mary Luiza Cobb in Farnerville tract-land are liable for the payment of 1st decree, the court doth adjudge, order & decree, that unless Sally N. Cobb, or her assigns, and Gray Caldwell, Committee of Mary Luiza Cobb, and Sally N. Cobb, James S. Cobb, Elizabeth Cobb, and George Anna Cobb, ^{or some one for them,} who are the heirs at law of Mary Luiza Cobb decd, within ten days, from the date ^{of this decree,} pay to the assignee John D. Indian, the sum of \$350.00, as well costs and charges, the same decreed to be paid them respectively by the 1st Sally N. Cobb, and Gray Caldwell & Co. Committee of Mary Luiza Cobb: by the decree pronounced herein by the Court at October term ^{1842,} that there is in that case, North Whelpley who is hereby appointed commissioner for that purpose, shall, upon the public auction, to be held between on a week of 6 mos. and after giving 30 days notice of time & place of sale, by advertisement in one of the newspapers published in the borough of Norfolk and at the Court Room over of the County, on some court day - the undivided interest of Sally N. Cobb, and Mary Luiza Cobb, in the Farnerville tract of land devised by the will of Geoth Young. the court being of opinion, that 1st interest ~~are~~

leave for payment of the said debts, in the hand of the defend-
ant Meritt Wrentham, under the charge created by the
will of the said ^{late} young. Re came, the 1st bundle
was a purchase under notice of the 1st charge, and has not
yet acquired a "good" title of the 1st interests: and that
the 2nd & 3rd bundles taken for the purchase money after deducting
expenses of suit, ~~from the~~ ^{of the} ~~for which shall be for costs, taking~~
~~from the~~ ^{of the} ~~for which shall be for costs, taking~~
from the purchase, leaving being thereon, and make
report thereof of his proceedings to this Court, and should
be ~~compelled~~ ^{compelled} to comply. Whitfield, deems it necessary
he is hereby empowered to direct a surveyor, to divide & set apart
the said two fifths of the 1st tract of Teanmille tract, regard being
had to the quantity & quality thereof. ~~and to erect a fence~~
~~between the same & the 2nd & 3rd bundles, to collect from Meritt~~
~~Wrentham the land taken by him for the interests~~

And the court doth further order
and decree that Nathaniel P Young
Executor of Francis H Young died
under before the Commissioner
of this Court an account of his
transactions in the estate of his
testator which account the
Court is directed to audit state
and settle, and that the said
Court do also take an account
of all the slaves bequeathed to
the said Francis H Young by
his husband Mrs B Young died

and the value of the same
when they came into the posses-
sion of the said Nathaniel P Young
by ^{and in whose possession they are} ~~an~~ ^{of record} ~~of record~~ that the said
Court also ascertain & report
the value of the land devised
to the said Francis H Young
by the will of the said Mrs B Young
which accounts the Court is
directed to report to Court
with any matters deemed
pertinent by himself or re-
quired by the parties

Young's ep. tal

n: 3 Dec

Young's ep. tal

—

To be cut out

Yourrs esq.

as $\frac{4}{3}$ copy Decr

Yourrs esq.

June 3rd 1843 Notice for
settlement at Isle of Wight
Court house on Wednesday
the 19th of July 1843 -
Pth

At a Court superior Court of Law and Chancery
(continued held for the County of Suffolk the 6th day of May 1843—

Nathaniel P. Young exor. of Francis H. Young vsd Plff

against
Richd. W. Beagood exor. of John B. Young vsd Defis

This cause came on this day to be again heard on the papers
formerly read and on the report of the sale of Commissioner
Whitfield made and reported to court in pursuance of an
interlocutory decree pronounced herein at October term 1842
and on the Special Statement marked W filed with this
decree by consent of parties by their counsel which was
adopted by the Court and it appearing to the Court that the
sum of three hundred and fifty dollars which was decreed
by the Court at the last term, to be paid by Sally N. Cobb &
Gray Carrol Shff and Committee of Mary Louisa Cobb are still
unpaid and the Court being of opinion that the undersigned interest
of the said Sally N. Cobb and Mary Louisa Cobb in the
Fernside tract of land are liable for the payment of the
said demands the Court doth adjudge order and decree
that unless Sally N. Cobb in her own right and Gray Carrol Shff
of the County of Suffolk and Committee of Mary Louisa Cobb
or Sally N. Cobb, James S. Cobb, Elizabeth Cobb, and George Anna Cobb
or some one for them who are heirs at law of Mary Louisa Cobb
and: within 60 days from the date of this decree pay to the defendant
Watson P. Jordan, Chapman White & Joel Cook, admors of Elizabeth Cobb
the sums decreed to be paid them respectively by the said Sally N.
Cobb and Gray Carrol Shff and ^{Committee} ~~and~~ of Mary Louisa Cobb by the
decree pronounced herein by the Court at October term 1842 that then
and in that case Robert S. Whitfield who is hereby appointed a
commissioner for that purpose shall expose to public auction to the highest
bidder on a credit of six months after giving thirty days notice of
the time and place of sale by advertising in one of newspapers
published in the Borough of Norfolk and at the Court house
door of Suffolk County on some Court day previous to the

day of sale the undivided interest of Sally N Cobb and Mary
Louisa Cobb in the Fernside tract of land devised to them by the
will of John B Young the Court being of opinion that the said
interests are liable to the payment of said debts in the hands of
the defendant Court Womble under the charge created by the will
of the said John B Young because the said Womble was a purchaser
with notice of the said Charges and has not yet acquired a
conveyance of the legal title of the said interest and that the said
Robert M Whitfield take for the purchase money after deducting
the expenses of sale and survey herein after mentioned, which shall
be for cash bonds with security from the purchaser retaining liens
thereon and make report thereof of his proceedings to this court
and should com Whitfield deem it necessary he is fully empowered
to direct a surveyor to divide and set apart the said two fifths
of the said Fernside tract regard being had to the quantity and
quality thereof and the court doth further order and decree
that Nathl P Young exor. of Francis K Young stand under
before the court of the Court an account of his transactions
on the estate of his testator which af. The court is directed
to audit state and settle and that the said com do take an
account of all the slaves bequeathed to the said Francis K Young
by ^{John B Young} her deceased husband and the value of the same when they
came into their possession of the said Nathaniel P Young exor. as
aforesaid and in whose possession they now are and that
the said comr also ascertain and report the value of the
land devised to the said Francis K Young by the will of
the said John B Young which accounts the commissioner is
directed to report to court with any matter deemed pertinent
by himself or required by the parties.

A Copy

Teste

J. P. Miles D.C.

Youngsi sarō in Youngsi sarō tokkōn ~

This cause came on this day to be again heard on the papers previously read here on the report of Commissioner Lightfoot taken and returned to Court in pursuance of a decretal order made in this cause on the 7th day of May 1842. ~~with~~ The depositions & other papers returned by the Comptroller with his Report were argued by counsel on consideration whereof the Court being of opinion that the debts now due by John B. Young the defendant herein should be paid out of the real and personal Estate of said Defendant shown in the recdary clause of his will before and that ~~the~~ the Plaintiff has a right ^{to the all of it} the Court to have that Estate applied to those purposes before the unpaid creditors shall be permitted to resort to the Estate devised to the Plaintiff's distribution and the Court being satisfied that the defendant R. H. Burgess Executor of John B. Young is indebted to the Estate of his Testator John B. Young in the sum of \$399.⁵¹ with interest at the rate of 6 per centum per annum on \$250.⁰⁰ paid thereon from the 5th day of April 1838 the Court as shewn by Account D reported by the Commissioner - and reviewing for further decision the liabilities of the said ^{defendant} Burgess for the amounts appearing to be due by the said ^{for his debt owed} Burgess as by Accounts B and C reported by the Commissioner - and also reviewing liberty ~~granted~~ ⁱⁿ the ~~said~~ unpaid creditors of the said John B. Young to ask for a decree against the said Burgess ^{Executor} for the sums for the same which may appear to be due from the said Burgess after as may hereafter be decided after deducting therefrom the sum hereby decreed against them - And the Court being ~~also~~ of opinion that the defendants Sally Webb Elizabeth Cobb James L Cobb Mary Ann Cobb and Mrs Farrell late Sheriff of Isle of Wight County and some three of the Estate of Mary Jordan formerly are severally liable jointly or ~~severally~~ ^{jointly} rendering decrees of John B. Young dec. of the Trust of land in the Will mentioned called Leamsville to pay ^{the defendant} William P. Jordan apiece of Anthony & Boykin James White Isaac and Elijah Webb. The amounts severally due them on their Bonds of the testator John B. Young as reported by the Commissioner after

deducting the sum to be paid then by R. B. Rogers son of said
R. B. Young this sum in his official Bond as Executor as herein
to be decreed and it appearing from the statement of ~~the~~
R. B. filed by Plaintiff's Counsel answer to the decree that
the said defendants as devisees as aforesaid have received the
sum of \$150 each the net proceeds of the sale of
sums exceeding such balance from the sale of the Farmville
tract of land which was devised to them by the last John
B. Young. ~~but~~ charged with the payment of his debts
and the Court being also of opinion that the ~~sum~~ the
interest of the defendants James I. Cobb, Elizabeth Cobb
and Henrianna Cobb ^{in the Farmville tract of land} under the decree of the County Court of Isle
of Wight County referred to in the proceedings is void ~~and~~
in consequence of the irregularity requisitions of the Act of Assembly
authorizing the sale of infants lands not having been
complied with and that the ~~said~~ defendant Merit Womble
as the purchaser of the said interests has no title thereto and that
the ~~interests~~ undivided interests of the said defendants James
I. Cobb, Elizabeth Cobb and Henrianna Cobb in the Farmville
tract of land now in the possession of the said Merit Womble
claiming title thereto by virtue of his purchase under said
decree is liable to be sold for the payment of the sums herein
to be decreed against the said last named defendants -
and reserving for future decision the question as to the
liability of the remaining ~~part~~ of the said tract of land
to ~~be~~ in the possession of the said Womble for the payment
of the sums hereby decreed ~~also~~ to be paid by the
defendants Sally I. Cobb and Mary Carroll late
Sherriff of Isle of Wight County and Committee of the
Estate of Mary Sarah Cobb deceased in the event of
their default in the payment thereof as also the question
of the personal liability of the said defendant
Merit Womble for the payment thereof in such event -
The Court doth therefore adjudge order and decree
with the consent of the defendants Joseph B. Whitehead
Melville Daniel Sonnet J. J. J. and James Thomas ~~that~~
(who are the securities of the defendant Richard B.
Bridgford as Executor of John B. Young as his official
Bond as Executor as aforesaid) that the defendants Richard
W. Bridgford son as aforesaid and of his own Estate and
the defendants Joseph B. Whitehead Melville Daniel Sonnet

Joyner and James Thomas securities as aforesaid pay to the
defendant Watson P. Jordan assignee of Anthony S. Boykin
the sum of \$300.44 with ^{legal} interest on \$100. part thereof from
the 1. October 1842 till paid - to the defendant Jameson White
the sum of \$131.32 with like interest on ^{71.33} part thereof
from 1. Oct. 1842 till paid. and to Joel Cook administrator
of Elijah Cook - ~~who~~ recently deceased whose death by
consent is hereby suggested ^{by like consent} ~~in the cause~~ reserved against the
said Joel Cook as administrator without process being served
on him) the sum of \$36.23 with like interest on \$19.82
part thereof from the 1. October 1842 till paid - the sums
above decreed being the aggregate of the ~~due~~ principal
and interest (calculated up to the 1. October 1842) of the
sums reported due from the said R. B. Rogers Executor as
shown by former account D. and special statement
R. B. Rogers referred to ~~above~~ showing the applica-
tion of the said balance among the said defendants. The debts
now are to be applied credits by the said debts respectively
towards the payment of their demands against the Estate
of the said John B. Young. ~~and~~ ~~that~~
the Court doth ~~therefore~~ ~~order~~ ~~and~~ ~~decree~~ that the
defendants - and it appearing from statement R. B. before
referred to that after deducting the sums above decreed from
the said sums due to the defendants Watson P. Jordan
assignee of Anthony S. Boykin Jameson White and Joel
Cook administrator of Elijah Cook deceased the sum of \$1789.48 with
interest on \$1702.57 from 1. October 1842 till paid
(the proportion of the said sum due the said defendants
respectively being shown by that statement). ~~that~~
the Court doth further adjudge order and decree that
the defendant Sally I. Cobb pay to the deft. Watson P.
Jordan assignee as aforesaid the sum of \$229.28 with
interest on \$217.24 part thereof from the 10 October 1842
till paid. to Jameson White the sum of \$100.33 with
like interest on \$97.06 from 10 Oct. 1842 till paid. and
to Joel Cook administrator of Elijah Cook deceased
the sum of \$27.23 with like interest on \$26.20 from
10 October 1842 till paid and that each of the other
defendants James I. Cobb, Elizabeth Cobb ^{Henrianna Cobb} and Mary
Carroll late Sherriff (committee of the Estate of Mary Sarah

out of the of the said into the
Cobb (under a ~~seal~~ ^{seal} ~~into~~ into the hands of the said Gras (an order
to be assigned) pay to the said defendants aforesaid the like
sums with like interest as aforesaid. as decreed to be paid by
the said J. H. Cobb - And the Court doth further
A. O. & D. that ~~in~~ in case the said defendants ^{James}
H. Cobb, Elizabeth Cobb and Georgeanna Cobb ^{or either of them} shall
make default in the payment of the sums duly
decreed against them for ^{monthly} ~~weekly~~ days after the adjourn-
ment of this Court. that then and in that case
Robert H. Whitfield who is hereby appointed
a special commissioner for that purpose. sell at public
auction ~~to the~~ highest bidder on a credit of nine
months ^{except so much as may be necessary to pay expenses of sale or such} taking bond and security of the purchaser and
retaining a lien on the land for the purchase money.
The undersigned ~~three~~ ^{who may make default as aforesaid} ~~parties~~ ^{parties} interests of the said defendants
in the tract of land called ~~Leamsville~~ ^{Leamsville}: having
first duly advertised notice of the time and place
of sale at the Court House door of the County in
some form or do. and also in one or more newspapers
published in the County of Suffolk for thirty days
and notice in the ~~proceedings~~ ^{proceedings} of sale ~~after~~ ^{after} deducting
the expenses of sale pay and due the said Commissioner
report of his proceedings hereon to the Court ~~and~~
and the Court doth further A. O. & D. that ~~the~~ ^{the} ~~like~~
be decreed against the defendants John H. Cobb
John H. Whitfield and Robert H. Whitfield Executors
of Saml. Whitfield dec'd. Nathaniel P. Young.
individually and John B. Mason but without
contingent. It having been mentioned. that the sums above decreed to
be paid by the defendants daily of \$100. & the other Co. decreed to
John Young. except in each case ^{by} the sum of \$200 the nett
amount ^{of principal} received by the said defendants for the sale of the
Leamsville tract of land. also duly decreed that on the
settlement of this decree the said defendants shall be
^{severally} credited with that amount. to be applied and account the
several demands.

Virginia

At a Circuit Superior Court of Law & Chancery held for Isle of
Wight County the 7th day of May 1842

Nathaniel P. Young executor of the last Will & Testament of Frances K. Young
decd. & Hannah W. Bidgood and Elizabeth A. Bidgood Plaintiffs
against

Wm. Bidgood individually and as executor of John B. Young decd. Joseph B.
Whitchead, Miss Daniel, Josiah Senior, James Thomas, Sally A. Cobb, Elizabeth
Cobb, James I. Cobb, Georganna Cobb, Gray Carroll late Sheriff of Isle of Wight
County & Committee of the Estate of Mary Louisa Cobb decd. Charles Murphy,
John P. Thomas, Merit Mombie, Sampson White, Elijah Cook, Anthony G.
Boysen, Watson P. Jordan, John R. Todd, Robert B. Whitfield & John G. Whitfield
executors of Samuel Whitfield decd. Nathaniel P. Young & John G. Mason
Defendants.

It appearing to the satisfaction of the Court that the defendant
Georganna Cobb has now attained the age of twenty one years: it is ordered
that this cause proceed against her as an adult, and the original bill in this
cause having been filed and the subpoena executed on the defendants Sally
A. Cobb, Elizabeth Cobb, James I. Cobb, Gray Carroll late Sheriff of Isle of Wight
County & Committee of the estate of Mary Louisa Cobb decd. Charles Murphy
and John P. Thomas more than two months & they still failing to appear &
answer the Original bill: On motion of the plaintiffs by their counsel,
the Court doth take the said bill for confessed as to those defendants, & the
cause coming on this day to be heard by consent on the Original bill & bill
of revision & Supplemental bill and exhibits filed with said bill, the answers
of Richard W. Bidgood individually and as exor. of John B. Young decd.
Joseph B. Whitchead, Miss Daniel, Josiah Senior, James Thomas, Georganna
Cobb, by her late Guardian ad litem Nathaniel P. Young assigned to defend
her in this suit, Sampson White, Merit Mombie, Elijah Cook, Anthony G. Boysen
& Watson P. Jordan to the original and exhibits filed with said answers, & of
John R. Todd, Robert B. Whitfield and John G. Whitfield executors of Samuel
Whitfield decd. Nathaniel P. Young & John G. Mason to both the said bills
& general replication to all the said answers, & the depositions of Nathaniel
P. Young & Sally A. Cobb taken by the plaintiffs under an order of Court
made in this cause at October term 1841 the plaintiffs consenting to strike
out from the deposition of Sally Cobb that part of her deposition affecting

the defendant Richard W. Bidgood, and was argued by Counsel:—

On consideration whereof the Court not at this time deciding the points in controversy in this case but reserving them for future adjudication doth adjudge, order & decree that the Commissioners of this Court take the following accounts— 1st The transactions of R. W. Bidgood as executor of John B. Young's deed in stating which, the audits returned by the said Executor to the County Court of Isle of Wight (copies of which are filed in this cause) are to be taken as prima facie correct, liable to be surcharged & falsified by any of the parties, and which said account the said R. W. Bidgood as aforesaid is hereby required to render before said Commissioners and submit himself to be examined in solemn form upon oath touching the matters of said account if required— 2nd an account of the Guardianship transactions of Sally Cobb as late Co. of Elizabeth, James I. and Georgianna Cobb— 3rd An account of the Administration of Gray Carroll late Sheriff & Committee of the estate of Mary Louisa Cobb decd. And that the said Commissioners ascertain & report to this Court the absolute value of Heavensville tract of Land formerly belonging to John B. Young and now held by the Defendant Barnble— And also the absolute and annual value of the Lands devised by John B. Young to his Widow Frances K. Young, and the value of the slaves bequeathed her & by whom the said Lands & slaves are now held, and what debts of the said John B. Young decd. binding his heirs are still due, which said accounts & other accounts that may be required by any of the parties, the said Commissioners will state, settle & report to the Court with any other matters deemed pertinent by himself or by any of the parties—

Copy Teste

Wm J Banks DC

Copy Teste

Barth Lightfoot Corr.

Smithfield June 11th 1842

The parties concerned in the foregoing decree are notified that I have appointed Saturday the 23rd day of July next, at 10 O'clock A.M. at Edwin Morrisons Tavern in Smithfield in the County of Isle of Wight to commence taking the accounts directed by said decree— & they are hereby directed to attend on that day with their accounts, vouchers & proofs to enable me to carry said decree into effect—

Barth Lightfoot Corr. Sup. Ct. of
Said Cty. for Isle of Wight County

Service made.

~~A. Atkinson att. for def.~~

On acknowledgment service of this notice.

A. Atkinson & J. Judgement, Whithead, David
J. Coleman & J. Driver, James Thomas, Ch. Murphy, John
P. Thomas, Levitt Womble, Sampson
White, Elijah Cook, Asby, G. Ayres,
Matson P. Jordan
Gray Carroll Shff. admt. &c

Service is acknowledged for complainant, and for the following defendants. to wit: Geo. S. Whitfield, Robt. Whitfield

Service acknowledged.

Do. W. Whitfield att.

Sally & V. Leath

R. W. Bidgood

To the R. W. Bidgood } by J. Taylor
John S. Bidgood } atty
A. P. Bidgood

Youngs exor & ad

or { Copy done

Youngs adm. & ad

111

Virginia

At a Circuit Superior Court of Law and Chancery held for
Isle of Wight County the 7th day of May 1842:

Nathaniel P. Young executor of the last Will & Testament of Frances K.
Young decd: and Hannah W. Bidgood & Elizabeth A. Bidgood - Plaintiffs
against

Wm Bidgood individually and as executor of John B. Young decd: Joseph B.
Whithead, Miss Daniel, Josiah Senior, James Thomas, Sally A. Cobb,
Elizabeth Cobb, James J. Cobb, Georganna Cobb, Gray Carroll late Sheriff,
of Isle of Wight County and Committee of the estate of Mary Louisa Cobb,
decd: Charles Murphy, John P. Thomas, Merit Womble, Sampson
White, Elijah Cook, Anthony G. Boykin, Watson P. Jordan, John R.
Todd, Robert W. Whitfield & John G. Whitfield executors of Samuel Whit-
field decd: Nathaniel P. Young & John G. Mason - Defendants:

It appearing to the satisfaction of the Court that the defendant
Georganna Cobb has now attained the age of twenty one years; it is ordered
that this cause proceed against her as an adult. and the original bill in
this cause having been filed and the subpoena executed on the defendants
Sally A. Cobb, Elizabeth Cobb, James J. Cobb, Gray Carroll late Sheriff of Isle
of Wight County & Committee of the estate of Mary Louisa Cobb decd:
Charles Murphy, & John P. Thomas more than two months, & they still
failing to appear and answer the Original bill. On motion of the
Plaintiffs by their Councils, the Court doth take the said bill for confessed
as to those defendants - and the cause coming on this day to be heard by
consent on the Original bill Bill of revisor and supplemental bill and
exhibits filed with said bill, the answers of Richard W. Bidgood individually
and as exor. of John B. Young decd: Joseph B. Whithead, Miss Daniel
Josiah Senior, James Thomas, Georganna Cobb, by her late Guardian
ad litem Nathaniel P. Young assigned to defend her in this suit, Sampson
White, Merit Womble, Elijah Cook, Anthony G. Boykin & Watson P. Jordan
to the Original bill and exhibits filed with said answers and of John R. Todd
Robert W. Whitfield and John G. Whitfield executors of Samuel Whitfield decd:
Nathaniel P. Young & John G. Mason to both the said Bills, and general
replication to all the said answers and the depositions of Nathaniel P.
Young Sally A. Cobb taken by the plaintiffs under an order of Court made
in this cause at the October term 1841. the plaintiffs consenting to strike said

from the deposition of Sally C. Cobb, that part of her deposition affecting the defendant R W Bidgood executor:— and was argued by Counsel— On consideration whereof the Court not at this time deciding the points in controversy in this case, but reserving them for future adjudication, doth as judge order and decree that the Commissioners of this Court take the following acts: 1st The transactions of R W Bidgood as executor of John B. Young died in stating which, the Audits returns by the said Executor to the County Court of Isle of Wight (Copies of which are filed in this cause) are to be taken as prima facie correct, liable to be surcharged and falsified by any of the parties; and which said accounts the said R W Bidgood exor. as aforesaid is hereby required to render before the said Commissioners and submit himself to be examined in solemn form upon oath touching the matters of said account if required— 2^d An account of the Guardianship transactions of Sally Cobb as late Guardian of Elizabeth, James J, and Georgianna Cobb— 3^d An account of the Administration of Gray Carrol late Sheriff & Committer of the Estate of Mary Louisa Cobb. And that the said Commissioners ascertain & report to this Court the absolute value of Hearnsville tract of Land formerly belonging to John B. Young, and now held by the defendant Wamble— and also the absolute and annual value of the Lands devised by John B. Young to his Widow Frances K. Young, and the value of the slaves bequeathed her, & upon whom the said Lands & slaves are now held, and what debts of the said John B. Young died binding his heirs are still due, which said accounts & other accounts that may be required by any of the parties, the said Commissioners will, state, settle & report to the Court, with any other matters deemed pertinent by himself or by any of the parties—

V.

Attest Teste Wm J Banks DC

Attest Teste Barth. Lightfoot Com.

Smithfield June 11th 1842

The parties concerned in the foregoing decree are notified that I have appointed Saturday the 23^d of July next at 10 O'clock AM at— Edwin Morrisons Tavern in Smithfield in the County of Isle of Wight to commence taking the Accounts directed by said decree, & they are hereby directed to attend on that day with their accounts, vouchers & proofs to enable me to carry said decree into effect—

Service acknowledged by us

Elizabeth Cobb

Georgianna B. Cobb

James J. Cobb

Barth. Lightfoot Com. Sec. Sup. Ct. of
Law & Chy. for Isle of Wight County—

Justices

Virginia:

At a Circuit Superior Court of Law and
Chancery held for Isle of Wight County
the 7th day of May 1842.

Nathaniel P. Young executor of the last will & testament
of Frances K. Young dec.^d and Hannah W. Bidgood and
Elizabeth A. Bidgood Plaintiffs
against

R. W. Bidgood individually and as executor of John B. Young
dec.^d Joseph B. Whitehead, Mills Daniel, Josiah Siner,
James Thomas, Sally N. Cobb, Elizabeth Cobb, James I. Cobb,
Georgeanna Cobb, Gray Carroll, late Sheriff of Isle of Wight
County and Committee of the estate of Mary Louisa Cobb
dec.^d Charles Murphy, John P. Thomas, Merit Womble,
Sampson White, Elijah Cook, Anthony G. Boykin, Watson
P. Jordan, John R. Todd, Robert H. Whitfield, and John G.
Whitfield execs. of Samuel Whitfield dec.^d Nathaniel
P. Young and John Y. Mason Defendants

It appearing to the Court that the defendant Georgeanna Cobb has
now attained the age of twenty one years; it is ordered that this
cause proceed against her as an adult: And the original bill in
this cause having been filed and the Subpoena executed on the ^{defendants}
Sally N. Cobb, Elizabeth Cobb, James I. Cobb, Gray Carroll, Sheriff
of Isle of Wight County and Committee of the estate of Mary Louisa
Cobb dec.^d Charles Murphy and John P. Thomas more than two
months, and they still failing to appear and answer the original
bill. On motion of the plaintiffs by their Counsel, the Court doth
take the said bill for confessed as to those defendants. And the cause
coming on this day to be heard by Consent on the original bill and bill
of revivor and Supplemental bill and exhibits filed with said bill
the answer of Richard W. Bidgood individually and as exec. of John
B. Young dec.^d Joseph B. Whitehead, Mills Daniel, Josiah Siner,
James Thomas, Georgeanna Cobb by her late guardian ad litem
N. P. Young assigned to defend her in this suit, Sampson White

Merit Womble, Elijah Cook, Anthony G. Boykin and Walton
P. Jordan to the original bill and exhibits filed with said answers
and of John R. Todd, Robert H. Whitfield and John G. Whitfield
vs: of Samuel Whitfield dec. Nathaniel P. Young and John
G. Mason to both the said bills, and general replication to all
the said answers and the depositions of Nathaniel P. Young
and Sally N. Cobb retaken by the plaintiffs under an Order of
Court made in this cause at the October term 1841 the jcts
consenting to strike out from the deposition of Sally N. Cobb
that part of her deposition affecting the defendant R. W. Biggood
executor - and was argued by Counsel; On Consideration whereof
the Court not at this time deciding the points in Controversy in this
cause, but reserving them for future adjudication doth adjudge
Order and decree that the Commissioners of this Court take the
following accounts - 1st An account of the transactions of R. W.
Biggood as executor of John B. Young dec. in Florida which the
Audits returned by the said executor to the County Court of Isle of
Wight (Copies of which are filed in this cause) are to be taken
as prima facie correct, liable to be surcharged and satisfied by
any of the parties; and which said Account the said R. W. Biggood
vs: as aforesaid is hereby required to render before the said Commissioners
and submit himself to be examined in solemn form upon oath touching
the matters of said account if required - 2nd An account of the
Guardianship transactions of Sally N. Cobb as late guardian
of Elizabeth, James J. and Georgianna Cobb - 3rd An account of
the administration of Gray Carroll late sheriff and Committee of
the estate of Mary Louisa Cobb dec. And that the said Com.
ascertain and report to this Court the absolute value of Teams-
ville tract of Land formerly belonging to John B. Young and now
held by the defendant Womble, and also the absolute and annual
value of the Lands devised by John B. Young to his Widow Fra.
H. Young and the Value of the Slaves bequeathed her and by
whom the said lands and Slaves are now held. and what debts

of the said John B. Young dec. binding his heirs are still due -
Which said accounts and other accounts that may be required by any
of the parties the said Commissioner, will take Solite and report
to the Court with any other matters deemed pertinent by himself
or by any of the parties.

A Copy

Teste

Wm. F. Banks S.C.

Whicpda
Hill
Atch: p. 2

Mr. V. B. at
Youngs Cor. VAD
Co. Decree
Youngs Armor VAD

Notice to Saturday the
23rd of July next at
Morison's Tavern in
Smithfield

July 23. 1842 cont. till Aug. 2^d
1842.

Aug 2. 1842. cont. till 3^d Aug
1842.

J.

Nathaniel P. Young Executor of the last will and testament of Francis
H. Young deceased and Hannah W. Ridgord and Elizabeth
a Ridgord Plaintiffs

^{individually &c}
Ridgord-Executors of John B. Young deceased
Joseph B. Whitehead, Mills Daniel, Isaac Lyner, James
Thomas, Sally A. Cobb, ~~and others~~, Elizabeth Cobb, James
Cobb, Georganna Cobb, ~~the latter named~~ Gray (a
late Sheriff of Isle of Wight County) & Committee of the Estate
of Mary Louisa Cobb deceased, Charles Humphrey,
John P. Thomas, Merit Womble, Sampson White,
Elyah Cook, Anthony G. Boykin, Watson P. Bond,
John H. Edd, Robert Whitfield and John
Whitfield Executors of Samuel Whitfield deceased
Nathaniel P. Young and John G. Mason - Defendants

* It appearing to the Court that
~~the defendant~~ ^{Georganna Cobb} ~~has attained the age of 21 years~~ ^{is now of the age of 21 years}
~~and is now of the age of 21 years~~ ^{and is now of the age of 21 years}
~~and is now of the age of 21 years~~ ^{and is now of the age of 21 years}
and the bill in this
cause having been filed and the sub-forn executed on the
defendants to Sally A. Cobb, Elizabeth Cobb, James I
Cobb, Gray (a late Sheriff of Isle of Wight County)
and Committee of the Estate of Mary Louisa Cobb deceased,
Charles Humphrey, and J. P. Thomas. Some time since
months and they state failing to appear and answer
the original Bill in the motion of the Plaintiffs
their Counsel. The Court do take the said Bill for
confessed as to those defendants - and the cause is
on this day to be heard ^{by consent} on the original Bill, and Bill
Reverend and Supplement. The answer of Richard W.
Ridgord ^{individually} Executor of F. H. Young deceased, Joseph B.
Whitehead, Mills Daniel, Isaac Lyner, James Thomas,
Georganna Cobb, by her late Guardian as before J. P. Young,
assigned to defend her in this suit, Sampson White, Merit

Youngs. San de
v s.

Youngs. San de

Re. de no. May 6. 1842.

J. May

Young. v. Young.

The death of the Plaintiff ^{2K Young} in this cause being suggested
on the motion of R. P. Young. Exec of the last James K.
Young. & Hannah W. Bedgood and Elizabeth A. Bedgood
deceases of the said J. K. Young. The cause is ordered
to be removed in their names as Plaintiffs and on
like motion they are allowed to file a Bill of Review
and supplemental Bill ~~which is~~ ^{which is} ~~also~~ ^{also} and make
new parties. ~~which is~~ ^{which is} ~~also~~ ^{also} and thereupon
the said R. P. Young Exec of J. K. Young. and Hannah
W. Bedgood and Elizabeth A. Bedgood. filed their said
Bill of review and supplement - And on the motion
of John A. Todd & Robt H. Whitfield & Geo. S. Whipple
Execs of Saml. Whitfield decd. and of Nathl. J. Young
and John J. Mason. by their counsel. and with the
consent of the Plaintiffs. leave is given them to
file their answers - whereupon the same were filed to
which the said Plaintiffs, replied generally -

Francis H. Young

01

Richard W. Bedgood exec of John B. Young decd

Youngs Bay

✓ S.

Youngs Bay

Sketch of river

May 5. 1892

Youngs v. Youngs.

Debit on Exor & his securities on Account D. \$399.51

Interest on \$255 ⁴⁵/₁₀₀ from April 5 1838

To 1. Oct. 1842

68.70
468.21

This sum decreed to Watson P. Jordan, Samson White and E. Cook.
who are entitled to receive from the Sheriff the amounts decreed them.

The Balances then due as per special statement filed will be.

To Watson P. Jordan \$1148.91

with Interest on \$1086 ²²/₁₀₀ from 1. Oct. 1842.

To Samson White 501.96

with interest on \$485 ³¹/₁₀₀ from 1. Oct. 1842.

To Elijah Cook's admr. 138.62

with interest on \$131 ⁰²/₁₀₀ from 1. Oct. 1842.

James J. Cobb has paid \$350- from which Sheriff's costs were deducted

Watson P. Jordan received Feb. 7. 1843. \$220.

S. White " " 92.

E. Cook's admr " " 20.50
332.50

which being credited makes the following balance, due - Feb. 7. 1843.

1. W. P. Jordan - Amount due above. 1148.91

Interest on \$1086 ²²/₁₀₀ from 1 Oct. 1842 to 7. Feb. 1843 - 4m 7.55 22.98

Feb. 7. 1843. By Cash of S. B. Whitehead 1171.89

Dr. Exor v. James J. Cobb. 220.

Balance due with interest from 7. February 1843. \$951.89

2. Samson White Guar^d - Amount due above. 501.96.

Interest on \$485 ³¹/₁₀₀ from 1. Oct. 1842 to 7. Feb. 1843. - 10.58.

By Cash of S. B. Whitehead. Dr. Exor v. J. J. Cobb. 512.54

with interest from 7. Feb. 1843. 92.
420.54

3. Elijah Cook's admr - Amount due above. 138.62.

Interest on \$131 ⁰²/₁₀₀ from 1. Oct. 1842 to 7. Feb. 1843. 2.77

By Cash of S. B. Whitehead. Dr. Exor v. J. J. Cobb. 141.39

20.50

120.89

Aggregate of Balances due after deducting Amounts decreed October 1842.

to be paid by Betson's securities and the amount from James J. Cobb. as above.

W. P. Jordan - 951.89.

Samson White Guar^d. 420.54.

Elijah Cook's admr. 120.89

with interest from 7 Feb. 1843. \$1493.32

To pay these amounts. 2/5 of the Framville Tract of Land have been sold and purchased by Merit Womble & for the net purchase money he has executed his Bond at 9 months from March 8th 1843 for \$521.¹³/₁₀₀ see R N Whitfield Commissioner's Report.

This Bond will be due on the 8th of December 1843. and the amount due will be apportioned among the creditors.

The Balance due after deducting the amount of this Bond may be ascertained in two ways-

1. by calculating interest on the debts to 8th December 1843. and then deducting the amount of the Bond.
2. by estimating the present value of the Bond on the 8th of March - adding interest to the debts to the 8th March - and then apportioning the present value -

I will adopt the second mode -

The Present value of \$521.¹³/₁₀₀ at 9 months is. \$498.⁶⁸/₁₀₀
 W.P. Indan's balance due Feb. 7. 1843. as within. 951.89.

Interest to March 8. 1 month. 4.75
\$956.⁶⁴/₁₀₀

Samson White's balance due Feb. 7. 1843. as within. 420.52
 Interest to March 8. 1 month 2.10
422.⁶²/₁₀₀

Elijah Cook's a/c balance due Feb. 7. 1843. as within - 120.89
 Interest to March 8. 1 month 60
\$121.⁴⁹/₁₀₀

The sum of \$498.⁶⁸/₁₀₀ apportioned among the creditors will serve to WP Indan - \$318- to Samson White \$140.¹⁸/₁₀₀ to Elijah Cook \$40.⁵⁰/₁₀₀ which are credited below -

Thus. Amount due WP Indan. March 8. \$956.⁶⁴/₁₀₀
 Cr. By Merit Womble... 318.-
 Balance due with interest from March 8. \$638.⁶⁴/₁₀₀
 Amount due Samson White... 422.62
 Cr. By Merit Womble 140.18
 Amount due E Cook's at present value. \$121.⁴⁹/₁₀₀
 Cr. By Merit Womble. 40.50
\$180.²²/₁₀₀

Then aggregate of Balances due March 8 1843.
 W.P. Indan. 638.⁶⁴/₁₀₀
 Samson White 422.⁶²/₁₀₀
 E Cook's a/c 121.⁴⁹/₁₀₀
\$1002.09

In the final settlement with Womble. the creditors will of course receive the amount actually due from him on the 8th of December. and this amount will be ascertained by calculating interest on the sums due by this apportionment from March 8th to Dec. 8 -

Thus to W.P. Indan. \$318.-
 Int on \$318 from Mar. 8 to Dec 8. 9 ms. 14.32 332.32
 Samson White 140.18.
 Int on \$140.¹⁸/₁₀₀ from March 8 to do. 6.34 146.52
 Elijah Cook's a/c 40.50.
 Int on \$40.⁵⁰/₁₀₀ from March 8 to do. 1.80 42.30
 Amount actually due by Womble on the \$521.¹³/₁₀₀
 8th December 1843 -

The amounts in the statement above will be paid by Womble to the creditors - and the result to the creditors is the same as if interest on their debts had been calculated up to 8th December 1843. and their debts credited with the actual amount to be paid by Womble on that day -

May 3. 1843. Whittfully T Taylor. p 5 -

Youngs Exor.

v. S.

Youngs Exor

Special statement made
W. refused to in decree
interit May Term 1843.
+ adopted by the Court.

To the Hon. Michl. H. Baker, judge of the Circuit Superior Court of Law & Ch. for the County of Isle of Wight, in Chancery sitting, represents that The undersigned, a Commissioner appointed by a decree rendered in this honorable Court, of the 6th May 1843, in a suit pending between, Youngs Ex^{or} H. Mumble & others, = that upon the failure of Sally N. Cobb in her own right, and Gray Carroll shff. & Committee of the estate of Mary Louisa Cobb de^d. - and of Sally N. Cobb, George Anna, James S. & Eliza both Cobb the heirs at law of M^{rs} Mary Louisa Cobb de^d, within (or more than) 60 days after the date of 1st decree, to pay to the defendants,

Watson D. Jordan, Sampson White, & Joel Cook adm^{rs} of E. Cobb de^d. the sums decreed to be paid to them respectively: and after the advertisement for (more than) thirty days notice of the time and place of sale, herein after mentioned, in the Norfolk Herald, and by advertisement at the door of the Court House of 1st County, & other places, - did expose, on the 5th day of October 1843, before the Tavern door of Edwin Harrison of the town of Smithfield, at public Auction, to the highest bidder, on a credit of six months (save the costs of sale &c, which was in Cash) the undivided interests, (being two fifths) of Sally N. Cobb & Mary Louisa Cobb de^d. in a tract of land called Feornville decreed to be sold, - and at the sale so made, Merit Mumble became the purchaser, by bidding therefor the sum of \$355.00

that being highest bid made for the same - for which

sum of ————— \$355.00
after deducting for advertisement in Herald \$3.00.

and Commissions, Commissions 2 1/2 per Ct. ———— 16.10
19.10

leaves the sum of Three hundred & thirty five dollars 90¢ \$335.90
for which a bond was taken of the 1st Mumble and here
returned to Court. all of which is most respectfully submitted

R. H. Waples

October 5th 1843.

Yours truly

J. S.

Yours truly

Report of sale of
Commissioner Whitfield
returned to Secretary
1843.

Rec^d of Robt. H. Whiffles, Commissioner (appointed to sell the Seconsville tract of land. & sold, by decree of Circuit Sup^r Court of Law & Eq^y for the County of Isle of Wight - in ^a which suit - by Youngs & ex^{ts} At. Noble & others -) - The sum of five hundred and fifty six dollars & 05¹/₁₀₀, being the portion of the proceeds of the sale of the 1^o tract of Seconsville - assigned to me by the 2^d Com^per - & which (being the ^{second} payment made to me on the claim or bond of mine in said suit) is to be credited to me as of the 15th May. 1844. - given under my hand & seal this the 29th day of June 1844 -

W. J. Jordan

B. P. Jordans Lectr.

Co. Lect-

R. K. Whitfield Comper

in Youngs. sm. th. Mmblers

J. S. S.

Received of Robt. H. Whitefield Commissioner appointed to sell by decree
of the Sup Court of Law & Eq. for the County of Middlebury, pronounced in
the case of Youngs ~~Exec~~ vs. Wm. & others: The Fearnsville tract of
land or portions thereof — the sum of Seventy three dollars & 50 cents
the amt. due me as assignee of Elijah Cook decd. on the two bonds.
Given by Sheriff Wm. & the Purchaser of the Fearnsville: as per state
ment ^{of paper} — marked "W & W W" in the paper filed: To wit —

On 1st bond (Wm. & W) per statement "W". \$ 42.30.

with Int. from 8th Decr - 1843 - 1st Jan. 1844.

\$ 2.80
\$ 45.10

On 2nd bond W. & Wm. & others. Statement "W. W." \$ 27.14

Int. from 5th Apr / 44 - 9 Nov - 11th.

\$ 1.26
\$ 28.40

The amt as above — to be credited on the \$ 73.50

and of more as assignee as aforesaid in said amt. pay. 16. 1845 —

Juel Cook
assignee of Elijah Cook

Cook's adu
int.

To? of Robt. & Whitfield Commiser, the sum of two-
= hundred and forty five dollars, and thirty cents, being the
amt. due me, on the two bonds against Merit-Womble purchase
of Heensville tract of land, sold under decree of Court-
in Suit of Young, Exr. H. Womble & other, (per statements
in the papers filed, referred to as "W." & "W.W." to wit:-

1st bond. as of March 8th 1843.

\$140.18

Int. to May 15th 1844. 1^{yr}. 2 m. 7 d.

9.96

2 bond H. Womble as of April 5th 1844.

94.53

Int. to May 15th 1844- 1 m. 10 days, - - - -

63
245.30

Making on both bonds - per statements "W." & "W.W." the amt
as above recd. of R. & Whitfield and to be credited on the said
bond of mine in the suit - as aforesaid - as May 15th 1844.

S. White

Youngs Exr v. Youngs Exor et al

Statement WW. filed into decree pronounced October Term 1843
referred to in said decree and adopted by Court-

Ment Womble's second Bond will be due on the 3rd of April
1844 =

By Statement W. filed with decree May Term 1843. the interest
on the debts due Watson P Jordan. Samson White and Eliza
Cook's administration was calculated up to March 8. 1843.
and the proportion ~~due~~ ^{of the Bond} of Ment Womble
due December 8th 1843. calculated according to its present
value as of the 8th of March 1843. apportioned to the said
debts. and deducted - The said statement W. shews the amount
due the said parties respectively. after deducting the sums
to be received from Ment Womble on his first Bond -

Due to W.P. Jordan	638.64
Samson White	282.46
Eliza's adm.	80.99
	<u>\$1002.09</u>

In the present statement. Interest is calculated on the said
balances up to the 5th April 1844 - and the Bond of
Ment Womble for \$335.90 dated October 5. 1843. payable six
months after date. given for the sale of the interests in the Hamster
tract sold by Lewis Whitfield on that day. apportioned amongst the
said creditors -

1. W.P. Jordan - Balance due March 8. 1843.	638.64
Int. from March 8. 1843. to April 5. 1844.	41.18
	<u>\$679.82</u>
2. Samson White - Guad. Balance due March 8. 1843.	282.46
Int. from March 8. 1843. to April 5. 1844.	18.59
	<u>\$300.65</u>
3. Selfork Administrator of Eliza - Balance	80.99
Int. from March 8. 1843. to April 5. 1844.	5.22
	<u>86.21</u>

The amount of M. Womble's Bond. due April 5. 1844.
will be apportioned as follows:-

To Watson P Jordan	214.23
" Samson White	94.53
" Selfork Administrator of Eliza	27.14
after deducting three payments	<u>335.90</u>

The Balances then due viz on 5 April 1844. will be -

To W.P. Jordan	679.82
" Samson White	300.65
" Selfork adm.	86.21
	<u>1066.68</u>
	59.07
	<u>\$1125.75</u>

Young's Ex. v.

v. S.

Young's Ex. v.

Statement made by W.W.
 referred to in decree of Oct.
 ber Term 1843. and filed with
 and adopted by said decree.

Watson P. Jordan - Balance March 8. 1843. 638.64
 Samsen White 00 " " 282.46
 Elookis adin 00 " " 80.99

W.P. Jordan. 638.64.

Int from March 8. 1843. to April 5
 1844 - 19th 27 dy^s -

41.18
 \$ 679.82

Samsen White 282.46.

Int from March 8. 1843. to 8th.

18.19
 \$ 300.65

Elookis adin 80.99.

Int from March 8th 1843. to 8th -

5.22
 \$ 28.21

W.P. Jordan. 679.82

S. White 300.65

Elookis adin 86.21
 1066.68

If 1067 : 336 : 680. 214.13.
 680
 2688.0

2016
 1067 12284.80. (214-13.
 213.4

1508
 1067

4410

4268

214.25.

94.57

27.18

0

1420

1067

3530

336

86

214.23.0

94.53

27.14

335.90

2016

2688

2889.6 (27.3

2164

7556

7469

8700

679.82

214.23

465.59

38.31

2.87

41.18

638

4466

1276

1722.6

287

16.02

1.27

18.19

282

27

1974

564

781.4

127.

486.

26

1.41.

14

1.

24.3

4

846

53

40

36

Youngs: Exor v. Youngs: Exor.

Special Statement marked X refers to an decree showing the balance due Watson P. Insan after of a 9th of 10th Sampson White and Elijah Cook on Bonds refers to in report of Commissioner after deducting the amounts received from H. H. Burrows Executor & his securities -

The amount decreed against Executor is \$399.57

Interest on \$255.45 from April 5. 1838 to date calculated to 1. Oct. 1842. to correspond with the time on which interest is calculated by the Court on the Bonds - but to 1. Oct. 1842.

68.70
\$468.21

- 1 Amount due H. P. Insan. after of 10th of 10th
to Boyden. principal & int. up to 1. Oct. 1842 as per Comr. Sighefforth report - 1449.52
- 2 Due Sampson White - do. do. 633.28
- 3 Due Elijah Cook. - do. do. 174.90
2257.70

The sum of \$468.21 appropriated in the payment of \$2257.70 with the \$20.24 per cent. & well given to

1. Watson P. Insan as above. 300.61
2. Sampson White. 131.32
3. E. P. Cook. 36.28
\$468.21

The principal sum due by Executor is \$255.45. Therefore of the sum of \$300.61 to be paid to H. P. Insan. principal & interest to 1. Oct. 1842.

Interest will be calculated from 1. October 1842

on
to Sampson White. 71.83
" Elijah Cook. 19.82
\$255.45

Due H. P. Insan Oct. 1. 1842. as above. 1449.52

Credit. Payment by Executor of J. B. Youngs. 300.61
to be decreed as of Oct. 1. 1842. as above.

Balance due with interest on \$1086.22 from 1 Oct. 1842. 1148.91

= Due Sampson White as above. 633.28.

Credit. Payment by J. B. Youngs Insan to be decreed. 131.32
with interest on \$485.31 from 1. Oct. 1842. 501.96

Due Elijah Cook. as above. 174.90.

Credit Payment by J. B. Youngs Insan to be decreed. 36.28
with interest on \$131.92 from 1 October 1842. 138.62

Aggregate of amounts due after deducting payments made by Rev. Robert Emerson - viz.

1. W. P. Jordan apportion. of A. S. Boyden - \$1148.91

2. Sumner White. Guardian 501.96

3. Elijah Hook. 138.62

with interest on \$1702.⁵⁵ from 1. Oct. 1842. \$1789.49

Share of each devisee. $\frac{1}{5}$... 357.90.

with interest on \$340.51 from 1. Oct. 1842.

Each of the devisees of J. B. Youngs. viz. Sally A. Cobb.

Elizabeth Cobb. James J. Cobb. Georgiana Cobb. and

Mary Louisa Cobb. have received their portion of the

net proceeds of the Fearnside tract of land -

viz. - Each the sum of. \$350.

Interest from Oct. 1836. (when the bond

became due) to 5. Oct. 1842. 6% interest.

The liability of each for the debt of \$476.

J. B. Youngs =

5 parts. makes the aggregate of the liability of all

on the 5th Oct. 1842. the sum of. \$1750

This statement shows that each of the said devisees is severally liable for $\frac{1}{5}$ th of the balance due the creditors of J. B. Youngs. as above -

October 9. 1842 -

W. H. Appleton
Payee S. A. S.

Each of the said devisees will of course be liable to the respective creditors for one fifth of their demands as above. viz. To W. P. Jordan. $\frac{1}{5}$ of 1148.91 = \$229.78

with interest on \$217.²⁹ from 1. Oct. 1842 -

To W. P. Jordan. $\frac{1}{5}$ of 501.26 = \$100.25

with interest on \$97.⁰³ from 1. Oct. 1842 -

To. Lord Hook administrator of Elijah

Cook. due $\frac{1}{5}$ of 138.62 ... 27.72

with interest on \$26.³⁰ from 1. Oct. 1842. to be paid 357.90

deduct the except. from each - 290

Oct 2 1842. \$357.90

Whitfield & Payson

The sums above are to be credited proportionally with this

receipt -

1789.07
 1702.55
 86.52

1148.91
 1086.22
 15 | 62.69
 12.52
 357.90
 340.51
 17.39

300.61
 62.69
 363.30

1449.52

To the Hon Richard H. Baker, Judge of the Court Supr. Court of Law
& Chancery for the County of Isle of Wight.

The undersigned, who was a special Commissioner appointed for purposes
objects, hereinafter mentioned, respectfully represents, that in a suit pending
in the Court aforesaid, in which one Nathl B. Young Esq. of the last will & Testam-
ent of one Frances Young and others were complainants; and Rich^d W. Bird
good in his own right; & as Executor of her B. Young and, Christ Mumble, J. B.
Whithead & others were defendants, - a decree was rendered at the October
Term of S^d Court, directing and ordering, that in case James J. Georgeanna,
and Elizabeth Cobb, parties defendants, or either of them, should make default
default in the payment of the sums of money, in the S^d decree, decreed to be
paid by them, to W. D. Jordan agent of A. G. Boykin, Sampson White, &
Joel Cook admin^r of Elijah Cook &c. as in the S^d decree is more particularly
set forth & specified, - for ninety days after the adjournment of the Court, that
then, & in that case, Robt H. Whitfield who was appointed a special Commis-
sioner for that purpose, should sell, at public Auction to the highest bidder on
a credit of nine months, except so much as may be necessary to defray
expenses of sale &c which should be for cash, & take bond and security
of the purchaser, and retaining a lien on the S^d land in the decree mentioned,
called Fearnsville, - the undivided interest of the S^d defendants, James J.
Georgeanna, and Elizabeth Cobb, who may make default as aforesaid, in
the said tract called Fearnsville tract, having first advertised the time
of place of sale, at the Court House door of this County, on some Court day & also
in one or more papers published in the Borough of Norfolk for thirty
days: And that the S^d Georgeanna, & Elizabeth Cobb, (James J. Cobb, having
paid her amount,) not paying, but making default in the payment
as aforesaid decreed against them, on the expiration of the S^d ninety day
after the adjournment of the Court as aforesaid, - the undersigned
Commissioner, after having advertised the time & place of sale
for more than thirty days, at the door of the Court House of Isle of Wight -
City & in the Herald & Beacon newspapers published in the
Borough of Norfolk, did on the 8th day of March 1843, at the store of Hiram
Mumble, on the premises of the Fearnsville tract, expose at public auction

on the terms aforesaid,

"The undivided interest of the said Georgeanna, and Elizabeth Cobb, being two
fifths, of the whole tract, called Ficusville, of which one Meritt Wmble
became the purchaser, by bidding therefor the sum of five hundred
and fifty five dollars that being the highest bid made.

and from which sum of $\$555.00$
doubt commissions 19.50. and advertising in Herald ~~23.87~~
will leave the net amt. of $\$521.13$

for which a bond was executed by the said Wmble with
as surety, and a lien retained on the interest
sold as aforesaid; all of which, together with the bond, & lien, is
respectfully submitted to the Court:

Robt. Whitfield *comr.*

Young Comm. Report &
v. 13 p. 212

Young

May 4th 1881 3rd volume
and file

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2
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Smithfield March 2nd 1840 - I have this day had
a settlement with my Mother and Guardian Mrs.
Sally K Cobb - And I do hereby acknowledge to
have received from her the sum of three hundred
and fifty dollars with the interest ~~thereon~~ ^{thereon} from the
8th day of ^{October} 1835 - which amount came into her
hands as my Guardian from the estate of my
Uncle John B. Young -

Wmth
William H. Pittman

James I Cobb

Bidgood Val.

ad. } Swamp field.

Young } by Sept. 25th.

May 4th 1841. felio

Dr The Estate of John B Young decd.
In account with Richard W Bidgood Executor.

1835					
Jan	1	To paid Peter Turner	part of acct	✓	5 00
"	"	" paid Jack Atkins	note		9 45
"	"	" paid Margaret Atkins part of bond		X	112 62
"	"	" paid James Ellis	act	✓	4 75
"	"	" paid Nathl Young	"		18 00
"	20	" paid Albert Taylor	"		6 50
"	23	" paid Archd Atkinson	"		2 50
"	24	" paid Jimmy Urquhart	H/K		6 20
Feb	9	" paid Clements Battin	"	X	50 60
Mar	7	" paid Peter Turner	pt of		7 00
"	25	" paid Amos Clark	"	X X	2 50
"	"	" paid Henry Baker	"	X X	8 00
Apr	3	" paid James I Pedin	"	X	16 00
"	"	" paid Merit Womble	"	X	2 63
"	6	" paid Elijah Cook	Bond	✓	63 33
May	18	" paid Archd Atkinson	act	✓	2 50
"	"	" paid Archd Atkinson five bonds			225 40
"	"	" paid Bidgood & Co	act		78 35
"	"	" paid James Thomas	"		75 19
June	3	" paid John Morrison for coffin	"		15 00
"	10	" paid Murphy and Gibbs	"		17 40
"	19	" paid James B Southall medical	"		128 46
"	25	" paid John R Purdie part of	"		22 31
Aug	1	" paid Peter Turner	"		4 36
Sept	21	" paid Levy Westry	"		3 75
"	"	" paid Jos B Whithead by shff	Tickets		8 00
"	24	" paid Dawson Flake	act		75 00
"	29	" paid Richard Reynolds	"		4 50
Oct	6	" paid Merit Crumpler	"		1 00
Nov	16	" paid Kinchen Edwards	bond		21 19
"	19	" paid Jos B Whithead exp of Parker	"		21 24
"	24	" paid John Tomlin	act		2 00
"	25	" paid James Chalmers	"		19 28
Dec	4	" paid E Cook for John Ware	"		10 00
"	"	" paid F.O. F. Andrews	"		75
"	6	" paid W.W. Holliman	"		6 00
"	"	" this sum due the executor on bond and acct			204 82
"	10	" 5% cent coms on \$2140 receipts			104 07
"	"	" Balance due the estate & contra (\$2140)			2140 00

1835		Dr	
Jan		By this sum in cash left by Testator	55 26
		By this sum received of Nancy Tomlin	2 00
		By this sum received of Charles Chapman	1 25
Sept 16		By this ~~sum~~ amount of sales of the estate due this day	1681 53
Dec 31		By this sum for hire of Randal and Dick this year	100 00
"		By this sum for hire of Randal and Everett " "	120 00
"		By this sum for hire of Old Sam and small piece of land	20 00
"		By this sum for hire of little Everett	10 00
"		By this sum for rent of plantation and mills	150 00
			<u>\$2140 00</u>

1836		Dr	
Feb 20		To paid Peter Turner bal. of acct	9 64
"		" " paid Thomas Carroll for Mary Jones 2 bonds	360 32
Mar		" " paid Thomas Hall for apprehending negro	5 00
"		" " paid James B Southall two bonds	575 00
"		" " paid James B Varguhart bond	27 50
"	8	" paid Stephen W Jones part of "	85 50
"	16	" paid John R Purdie bal of acct.	52 31
"	"	" paid Jack Atkins for maintaining woman & 3 children in '35	25 00
"	19	" paid J. B. Whitehead four bonds	160 28
Apr 4		" paid Richard A Varguhart bond	16 32
"	13	" paid Sally Cobb for maintaining negro in 1835	30 00
"	"	" paid Sally Cobb bal of legacy left her by Michans Fearn	141 60
"	"	" paid Hardy Chapman for apprehending Randal & Dick	10 11
May 11		" paid A Atkinson for bare Bowers bond	325 97
"	"	" paid Charles Murphy for buying the estate 8 days	18 00
"	"	" paid John Hankins bond	144 94
"	"	" paid Robert W Young med acct rendered Mr Fearn 3	25 00
"	"	assumed by the Testator	
"	"	" paid Nathl Young for recording apprais. acct of sales &c	9 00
"	"	in uncl. fr.	95 78
June 15		" 5% Cent comm ^s on \$1915.63 receipts	
"		" Balance due the estate of Conrad.	<u>712 25</u>
			<u>\$2701 55</u>

see br for 1836 on next page

1836		Cr	
Jan 1		By this sum balance due last year	771 67
Feb 6		By this sum of 1 Polly	5 10
"		By this sum for beef sold to J R Purdie	3 78
Mar 7		By this sum for sales of Rachel and children	650 00
"		By this sum for sale of Randal & Dick	1245 00
"		By this sum of Phillip Edwards	37
Apr		By this sum for plank sold	11 38
June 15		By interest \$700.14 from Jan 1 st 1836 to this day	12 35
			<u>balance after deducting disbursements</u>
			<u>\$2701 55</u>

Balance due the estate \$719.25

Smithfield June 15th 1836
 Pursuant to an order of the court of Isle of Wight County, I have examined stated and settled an account of Richard W Bidgood transactions on the estate of John B Young dec'd from papers and other evidence laid before me and find that the said Rich^d W Bidgood is indebted to the estate of said John B Young the sum of seven hundred and nineteen dollars and twenty five cents with interest till paid. All of which is submitted to the court.

Barth. Lightfoot Clerk

In the county court of Isle of Wight November 7th 1836 this account of the transactions of R. W. Bidgood as executor of John B Young was returned with the comm^s report hereto annexed ordered to be filed for exceptions - and on the 2nd of January 1837 the same was confirmed and ordered to be recorded -

Teste Nathl Young Clk.

Copy Teste

W. Young Clk.

John B. Young
Acct. current

Mr. John B. Hung

1834

J. B. M. Bidgood Dr

March 27. th	L. 7 ¹ / ₂ ^{lb} loaf Sugar @ 20 ^c	1. 50
April 11.	3 well. Plough points @ 1 ¹ / ₂ ^d	1. 56
	2 ^{lb} Sugar @ 9 ^d	1. 25-
7	1 yd table diaper @ 9 ^d	1. 12
8	2 do ditto @ 6 ¹ / ₂ ^d	2. 25-
May 3.	1 ¹ / ₂ ^{lb} cotton yarn @ 3 ¹ / ₂ ^c	1. 51
		<u>\$ 6. 24</u>

John E. Young

To 3 act

6. 24

R. M. Bidgood

On demand I promise to pay to R. W. Bidgood the
sum of one hundred and twenty two dollars for value
received to which payment I bind my self my heirs &c as
witness my hand and seal this 12th day of September 1894

J. B. Young

John O. Manning
To. Ben. J.

122.00
<u>8</u>
732
<u>122.00</u>
12932
<u>829</u>
135.56
<u>11</u>

Dr The estate of John B Young decd. In an additional account with Rich^d W Bidgood administrator

1836						
June 20	To paid Turner & James B Southall Junr	act	✓	53 50		
-	" paid A Atkinson	atto		2 50		
Aug 12	" paid Andrews & Southall		✓	75		
Sep 22	" paid Richd & Thomas		✓	66 36		
Nov 11	" paid Lucy A Young bad of bond error on ^{1312.91}		✓	262 41		
	Balance due the estate of contra			33 51		
				1350 53	23 33	
				1789 56	23 33	
1837						
Jan	To paid Stephen W Jones interest on bond		✓	57 00		
Apr 1	" paid Jos B Whitbread Son to Jos Bidgood		✓	8 40		
" 3	" paid John Hank ^{ing} admor of D.A. Boykin	bond	✓	297 07		
Oct 10	" paid Samuel Whitfield	bond	✓	121 96		
Dec 31	" 5% cent comm ^{on} on \$1790 receipts			89 50		
	Bad due the estate of contra			1480 60	104 36	
				3140 10	104 36	
1838						
Jan 13	To paid Turner & James Southall	act	✓	19 00		
	To paid Stephen W Jones	bad of bond	✓	977 50		
Apr 5	" paid Elijah Cook	bond	✓	38 68		
"	" paid Elijah Cook bond for which the testator was security for R W Bidgood		✓	189 81		
"	" this sum for clothing for negroes &c		✓	27 96		
"	" this sum to pay the clk for order of settlement of leg ^s for expositions and Recording this act		✓	2 75		
"	" this sum for making up this act		✓	5 00		
	Balance due the estate			150 50	106 61	
				1480 60	106 61	

Isle of Wight County May 7th 1838.

Pursuant to an order of the court said
 bounty made this day I have examined stated and settled an account of
 Richard W Bidgood's transactions on the estate of John B Young and find
 that on the 5th day of April 1838 the said Bidgood was indebted to the estate
 of the said Young the sum of two hundred and fifty seven and eleven cents
 which sum was paid by the said Bidgood to Mrs Sally Cobb in her own right
 and as guardian to Louisa Cobb, James Cobb, Elizabeth Cobb, and George Edmund
 Cobb, who are legates in the will of the said Young all which is submitted
 to the court.

Barth. Lightfoot comr

Barth: Lightfoot com.

$$\begin{array}{r} 218.91 \\ 217.11 \\ \hline 180 \end{array}$$

1836				
June 16	By this sum due the estate settlement made the 15 th day of June 1836 & reported	719	25	
	By this sum for sale of Everett	663	-	
	By this sum for hire of 5 ⁰ till sold	7		
Oct 2	By this sum for sale of five shares in the Smithfield & Chockatuck stock	319		
Decr 31	By this sum for hire of Everett son till his death	31	31	
	By this sum for hire of Randal this year	50		
	By interest on \$719:25 from the 15 th of June 1836 to this day			23 33
		<u>\$789 56</u>		<u>23 33</u>
1837				
Jan 1	By this sum balance due last year	1357	53	23 33
	By this sum for sale of Randal	600	-	
Nov 11	By this sum for sale of Mariah & 3 small negroes	1150	-	
	By this sum for sale of Old Sam	20	-	
	By this sum for sale of Old Sally	20	-	
Decr 31	By interest on \$1350:53 one year			81 03
		<u>\$3140 53</u>		<u>104 36</u>
1838				
Jan 1	By this sum balance due last year	1480	60	104 36
Apr 5	By interest on \$150:50 from Jan'y 1838 till this day @ 6% per An ^o after deducting disbursements			2 25
		<u>1480 60</u>		<u>106 64</u>
Due the estate of Pringle 150:50				
do of Int. 106:61				
				<u>\$257:11</u>

At a court held for the State of Wright County the 7th day of May 1838. The above account and report thereon was returned and examined and ordered to lie over for exceptions. And at another court held the 3rd day of July 1838. The said account and report having laid over one term and no exceptions filed thereto was confirmed and ordered to be recorded.

Letter N. Young c8:

Copied

Taste W. G. Young Clerk.

John B. Youngs
Additional
Acct. Current.

Dr. James I. Cobb

3

In Account with Sally M. Cobb: Guardian

67

1835

Apr 28	To paid. Went Mornble for 3 1/2 Yds. cloth at 30¢	19 50
"	" padding Harware 78¢. lining 38¢. padding 12¢.	1 28
"	" circason 17¢. 2 vest at 2/3. 8¢	2 05
"	" 1 1/2 Yds. James & 20¢. buttons 0/9. silk & twist 9¢.	1 55
"	" Heriad Buttons 19¢. molder 0 1/2. silk 2/3.	0 2
Nov 12	" paid for hat \$5.50. vesting & silk \$3.25	8 75
"	" trimmings for vest 3¢. making 2 vests 9¢	2 00
"	" making one vest 3/4 - making coat \$6. Cash 12¢.	8 52
		<u>\$44 37</u>

1836	To this sum due for last year	\$44 37
"	" paid for altering coat	5 00
"	" paid. Medical bill	20 00
"	" paid for 7 Yards cotton cloth	3 40
"	" 1 Yard Linen 4/6 Cap. 9¢ shoes 13/6	4 50
Dec 31	" 5 Cent Comm ^t on \$350. receipt	17 50
"	" Balance due the Orphan	<u>\$255 23</u>
		<u>\$350 00</u>

1837	To paid for 5 Yds. James	84
"	" 1 Yd. Linen	75
"	" 5 Yds. flannel	3 41
"	" board of Orphan	40 00
Dec 31	" Balance due the Orphan	<u>225 54</u>
		<u>\$270 54</u>

1838

Apr 5	To 5 Cent Comm ^t on \$51.42 receipt	2 57
"	" Balance due the Orphan	<u>274 39 3 56</u>
		<u>\$276 90 3 56</u>

1836

Oct. By this sum being the Orphans pro. of sale of Hearnsville Land \$350 00

1837

Jan 1	By this sum balance due last year	\$255 23
Dec 31	By Interest on \$255.23 one year	15 31

1838

Apr 5	By this sum balance due last year	\$225 54
Apr 5	By this sum received of R W Bidgood exor of Temp	51 42
	By Interest on \$225.54 - 3 Mo & 5 Days	3 56
	Due the Orphan Apr. 5. 30 of prin	<u>276 90 3 56</u>
	of Int	<u>\$277 95</u>

Dr Elizabeth A Cobb

L.

In Account with Sally N. Cobb.

Guardian Cr.

1835
Dec To this sum for articles of clothing for Ward this year \$ 38 60
" " paid for Station 25 00
\$ 63 60

1836
Jan 1 To this sum due for last year \$ 63 60
Dec 31 To this sum for articles of clothing this year 18 04
" 5 % Cent Comm: on \$ 330. receipt 17 50
" Balance due the Ward of Contra 250 86
\$ 350 00

1837
Dec To this sum for articles of clothing this year \$ 61 05
" Balance due the Ward of Contra 204 86
\$ 265 91

1838
Apr 5 To 5 % Cent Comm: on \$ 51.42 receipt 2 57
" Balance due the Ward of Contra 253 71 3 00
\$ 256 28 3 00

1836

Oct By this sum the Ward pro: of sale of the Fearnville Land \$ 350 00

1837

Jan 1 By this sum balance due last year \$ 250 86
Dec 31 " Interest on \$ 250.86 one year 15 05
\$ 265 91

1838

Jan 1 By this sum balance due last year \$ 204 86
Apr 5 By this sum received of R. W. Bidgood exor. of Young 51.42
By Interest on \$ 204.86 3 Mo. 8.5 days 3 00
\$ 256.28 3 00

Due the Ward April 5. 1838 of Prin: \$ 253.71
" of Int: 3.00
\$ 256.71

35
Georgeanna R. Cobb

1830	Jan 1	To this sum due for last year	\$	25	92
	Dec "	" this sum for articles of clothing		55	12
	"	5 percent comm ^s . on of \$350.	receipt.	17	50
	"	Balance due the Ward	pl ^o contra	251	40
			\$	350	00

1837.			
Dec.	To this sum for articles of clothing	\$	85 80
	" paid medicine bill		19 00
	" paid for Station		25 00
	" Balance due the Ward J Contra		130 07
		\$	200 87

1838				
Apr 5	To 5 Cent Comm ^s on \$ 51.42 receipt	2	57	
	Balance due the Estate of Horton	185	32	2 05
		\$ 188	09	2 05

In Account with Sally Cobb Guardian 67

1836	By this sum, being the Wards pro. of sale of the Fearnsville Land	33	3.50	00
------	--	----	------	----

1837			
Jan	1	By this sum balance due last year	\$ 257. 46
		By Interest on \$ 257. 46 one year	15 07
			258 53

1838			
Jan 1	By this sum balance due last year	\$ 130. 57	
Apr 5	By this sum received of R. W. Bedford & son of Young	51. 42	
	By Interest on \$ 130. 57 . 3 mo 85 days		2 05
		\$ 188 09	2 05

Due the Ward April 5th 1838 of priv. of 185.50
 disct. of Int. 2.05
 \$187.55

Accounts of Sally A.
Cobb's Guardianship of James
Cobb. Elizabeth Cobb &
Georgianna Cobb.

Witnessed
F. G. H.

I have had a settlement with my mother and guardian
Sally N. Cobb & acknowledge to have received from her the
full amount due me from the sale of the Harnsulle Land
& the amount paid her, by R. W. Bidgood exor of John B
Young on the settlement of said Bidgood's transactions on
said Youngs estate

Georgiana R. Cobb

March 1st 1842

Georgiana Lewis
rick

On or before the fifth day of October, next, we
bind ourselves and our heirs to pay to
Mary Lewis both the sum of three hundred
and fifty dollars, it being a proportionable
share of the nett sales of the land under a
sum of the County Court of Ohio might,
made at September Court last, in the suit of
Sarah et al vs Jacobson for James, Elizabeth
and George and a child infant, and of Miss
W Biggood vs: of John B Young, Fanny
K Young and others, made at September Court
last in said County; - Witness our hands &
Seals this sixth of October Right Hon. Secy.
- we are thirty five -

Teste
A. Atkins or a to do. Wt
N. C

184-9 no Recd's Payment of Mers' Mamber

Recd Recd

Wm. L.
to 3 Bond
May 1844
L

On or before the fifth of October next, we bind
ourselves and our heirs to pay to Elizabeth
Stobbs, the sum of — 'three hundred & fifty
dollars — it being her proportion
of the net sales of land, made under a
decree of the High Court of Chancery, in the
last term last past, in the suit of Sarah
Stobbs, &c. of one Stobbs & others vs. Young,
&c. & others. Witness our hands &
seals this sixth of October One thousand
eight hundred and thirty five
A.D.

A. Atkinson & Co.
M. H. & C. G.

~~M. Womble, Secy~~

~~Henry Calcutt, Secy~~

Samuel S. Matthews (as to E. Womble)

~~Edwin Womble, Secy~~

Moulton L.
 to 3 Bonds
 Elizabeth Cobb

350
 140.09
 209.91
 3.36
 213.27
 52
 79

111

Paid
 Samuel D. Thayer

105
 3 15
 16
 3 24

B. 140.09
 100

On demand the Fifth day of October One
thousand, eight hundred and thirty six,
we bind ourselves to pay or cause to be
paid unto Sarah St Cobb

the sum of Three hundred and fifty dollars
it being a part of the proceeds of the sale of
land made agreeably to a decree of the
County Court of Albany, made at
September Court last, in the suit of Sarah
St Cobb guardian for Georgianna, Jane
and Elizabeth Cobb, infants, against Nicho.
W. Biggs and others - to which payment, well
and truly to be made, we bind ourselves,
our heirs, executors and administrators,
jointly and severally, firmly by these
present. sealed with our seal and
dated this sixth day of October One
thousand and thirty five

Test. -

A. Skinner at or. n. d.

H. C.

Edmund S. Maltham (as to E. Maltham)

Wmble Father
to 3 Bond
Sarah at Cobb
th

due 5 Octo: 1835

Ⓞ $\begin{array}{r} 40 \\ 44 \\ 29 \\ \hline 113 \end{array}$
Paid

We bind ourselves, and our heirs to pay to
James Cobb, or or before the fifth
day of October next, the sum of three hundred
and fifty dollars being his nett propor-
-tion of the proceeds of land sold by a court
of the County Court of Ia of Wright County
made at September Court last, in the suit of
Sarah H Cobb guardian for J. H Cobb,
and others, and picked W Biegood over
of John B Joup, James K Joup & others -
Given under our hand and seal
this ~~fifth~~ sixth of October One thousand
, eight hundred and thirty five
Fifth.

A. C. Thomas & Co. to be W & Co. to

Edmund S. Malthano (as to E Malthano)

Mr. Double Lead
Henry

Edwin Malthano

Mowh to
to
~~Ben~~ J. Cobb
\$350--

R

Octo 5. 1836 Am

350
<u>175</u>
7.00
<u>350</u>
350

pay to Amos Addison --

Jas. M. Cobb

Over before the fifth of October next, we
 have our day, and our heirs, to pay to
 George and A. B. Cobb, the sum of three
 thousand five hundred and thirty five
 of the said George and A. B. Cobb, in the
 suit process of law, sold under a
 order of the County Court of the
 Night of the last year in the
 suit of Cobb and others, in error, and
 others in law, - with our heirs,
 and heirs, this sixth of September one
 thousand eight hundred and thirty five

Cate
 W. W. King on
 as to Mr. W. H. C.

Edmund S. Maltham (as to E Mable) Edwin Mable (Ld)

Worbla d.
to \$
Georgiana Cott.

Bond
N

In the County Court of Isle of Wight, January 5th 1835

James I. Cobb and Elizabeth Cobb orphans of George Cobb decd; with the approbation of the Court, made choice of Sally N. Cobb for their Guardian and the Court doth assign the said Sally N. Cobb Es^{re} to George Amos Cobb who is also an orphan of George Cobb decd; and then upon the said Sally N. Cobb with Rich^d M. Beaprod, Joseph B. Whithead, Charles Murphy and Geo. P. Thomas his securities, entered into and acknowledged a bond, in the penalty of \$3000.00, with condition according to law.

Copy Teste

Walter P. Gony, Clk.
3

Young

n:

3 Culvert. of E. H. Cobb
3 purchased for as per
of the gift of E. Cobb

Young's exor. H.

In the County Court of Schoffheghe, April 5th 1840.

Mary Louisa Cobb of this County, having died intestate more than three months ago, and no person having applied for administration of her goods and chattels, it is ordered, that Gray Canoll Sheriff of this County, take the estate of the said deceased into his possession, and administer the same according to law.

Esq. Foster

Wm. P. Young D.C.

Monny
v.
m.

3 Cattle of M. S. Cobb's
estate having been put
in the hands of Sheriff.

Monny's Cor. H.

Estimated no. 8. fed with

Plt. Rice.

Dr. the Estate of John B. Young *ad.* In an additional account with Rich^d. W. Biggood Administrator.

Cr.

1836	June	20	To paid Turner & James B. Southall Int.	Acct.	53	50		
			" " paid A. Atkinson	all?	2	50		
Aug	12	"	" paid Andrew Southall			75		
Sept.	22	"	" paid Rich ^d . L. Thomas		66	36		
Nov.	11	"	" paid Lucy A. Young bad. of bond		262	41		
			" Balance due the estate	Y. contra	1350	53	23	33
					\$ 1789	56	23	33

1837	Jan.		To paid Stephen W. Jones interest on bond		57	00		
Apr.	1	"	" paid Jos. B. Whitehead 50 ^{ts} to Jos. Biggood		8	40		
"	3	"	" paid John Hanks, as mort. of D. A. Baykin	bond	292	07		
Oct.	10	"	" paid Sam ^l . Whitfield	X. bond	1212	96		
Dec.	31	"	" 5 th Cent comm ⁿ on \$1790 receipts		89	50		
			Bad. due the estate Y. contra		1480	60	104	36
					\$ 3140	10	104	36

1838	Jan.	13	To paid Turner & James Southall	Acct.	19	00		
			To paid Stephen W. Jones	bad. of bond	997	50		
Apr.	5	"	" paid Elijah Cook	bond	88	08		
"	"	"	" paid Elijah Cook bond to which the testator was security for R. W. Biggood		189	81		
			" this sum for clothing for negroes &c		27	96		
			" this sum to pay the clk for orn of settlement, fig for exceptions &c		3	25		
			According this acct.		5	--		
			" this sum for making up this acct.					
			Balance due the estate		130	50	106	61
					\$ 1480	60	106	61

Shelbourn County May 7th 1838 Pursuant to an order of the court said County made this day I have examined stated & settled an account of Richard W. Biggood's transactions on the estate of John B. Young; and find that on the 5th day of April 1838 the said Biggood was indebted to the estate of the said Young the sum of Two hundred and fifty seven and eleven cents which sum was paid by said Biggood to Mrs. Sally Cobb in her own right as guardian to Louisa Cobb, James Cobb, Elizabeth Cobb & George Anna Cobb who are legatees in the will of said Young - all which is submitted to the court.

Barth. Lightfoot clrk.

At a court held for Shelbourn County the 7th day of May 1838 The above account and report thereon was returned, examined, and ordered to lie over for exceptions - And at another court held the 2^d day of July 1838 The said account and report having laid over one term and no exceptions filed thereto was confirmed and ordered to be recorded.

Attest Teste Nathl. Young C. J. M. G.

1836	June	16	By this sum due the estate of settlement made the 15 th day of June 1836 reported		779	25		
			By this sum for sale of Coritt		663	--		
			By this sum for hire of 5 th till sold		7	--		
Oct.	2	"	By this sum for sale of five shares in the Smithfield & Chockatuck Stock		319	--		
Dec.	31	"	By this sum for hire of Coritt Sew. till his death		31	31		
			By this sum for hire of Randal this year				23	33
			By interest on \$719.25 from the 15 th of June 1836 to this day		\$ 1789	56	23	33

1837	Jan.	1	By this sum balance due last year		1350	53	23	33
			By this sum for sale of Randal		600	--		
Nov.	11	"	By this sum for sale of Mariab & 3 small negroes		1150	--		
			By this sum for sale of old Saw		20	--		
			By this sum for sale of old Sally		20	--	81	03
Dec.	31	"	By interest on \$1350.53 one year		\$ 3140	50	104	36

1838	Jan.	1	By this sum balance due last year		1480	60	104	36
Apr.	5	"	By Interest on \$150.50 from Jan ^y . 1838 till this day bad of P. P. in.				2	25
			after deducting disbursements		\$ 1480	60	106	61

Due the estate of Princ^l. 150.50
of Int. 106.61
\$ 257.11

John B. Young's ⁷⁰ C¹
and Acet. Chart
A Copy for
R. B. Whitman
1875

For 50¢
and C¹

\$500 On demand we promise to pay or cause to be paid unto Sampson
White Esq^r to the heirs of James White dec^d or order or assigns the
just sum of five hundred dollars lawful money of Virginia
for Value rec^d: of him which payment well and truly to be
made we bind ourselves our heirs and executors administrators &c
firmly jointly and severally by these presents as witness our
hands and seals this 19th day of April one thousand eight hundred
and thirty four (1834)

Witness

Rich^d W. Biggs Esq^r

J. B. Young Esq^r

Dec^r 19th 1835. Paid fifty dollars out of the within.

J. White.

Nov^r 1st 1837, rec^d \$71.35 in part of the within - J. White

Cop^y to

W. B. Young Esq^r

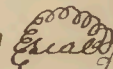
Bigood &
to Zhono
St. White

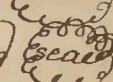
\$300

On demand we promise to pay or cause to be paid unto Elijah Cook, the
just and full sum of two hundred dollars good and lawful money of
Virginia for the true payment we bind ourselves, our heirs, or assigns, jointly
by these presents as witnesses our hands and seals this 6th day of Octr 1834.

Witness

Henry Reynolds

R. W. Bidgood 

J. B. Young 

1836 Augt 23rd Recd the sum of ninety one dollars and forty eight cents
in part of the within note.

Elijah Cook

Recd interest on the within note up to this date march 16th 1837.

Elijah Cook

Copied

Wm W. Lumsden.

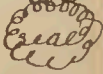
Bidgood Jr
to . 3 bonds
Eleon 3

\$200

On demand the 10th day of March 1835 we promise to pay or cause to be paid unto Anthony S Boykin the sum of eleven hundred and fifty three dollars and twenty three cents good and lawful money of Virginia for the true payment we bind ourselves our heirs & firmly by these presents as witnesses our hands and seals this 7th day of October 1834.

Teste

Wm Powell

R. W. Bidgood 
J. B. Young 

1836 January 19 Recd: one hundred and ninety dollars in part of within for store acct.

(Signed)

W. D. Jordan

1840 Feby. 4th Recd: six dollars and 33 cents in store acct: in part of this re note.

(Signed)

W. D.

W. D. Jordan

Teste

R. W. Bidgood

Bidgoodt
to } bond
Boykin. }

41153.23

N. H. Bigood exec. of John B. Young has paid
by post the 25th December, to Mr. Atkinson
one hundred and ten dollars and sent
two cents in part of John B. Young's bond
for which the power is executed on of that
day — 1836. —

(signed,

Margaret H. Atkinson

2

M Atkinson

Receipt

\$ 112.62

Dec. 25. 1834

On or before the first day of November next ensuing the date
hereof I promise to pay or cause to be paid to George Wilson one
of the executors of Joseph Atkinson deceased his heirs and assigns
the just and full sum of One thousand One hundred and fifty
five dollars Lawful money of Virginia for value received, for the
true payment whereof I bind myself and heirs, jointly and
severally firmly by these presents. As Witness my hand and
seal this 29 - day of October 1832 -

Witness
A. Atkinson

J. W. Young Esq
Scriber

Oct 30 - 1837. Paid of Richard W. Miasard Executor
Tulsa Funeral & Undertaking Co. \$96. in full of
the above note. -
Saml. Whitfield

I assign the within to Margaret Atkinson
without recourse to me -

Geo Nelson one
of the Exrs of S. Atkinson

Decr 5th 1833

Recd part of the within
= in Note one hundred and sixty dollars
and nine cents

\$160.09

Wm H. Atkinson

Ex. 13. Young

to

Note

Geo. Nelson one of the
exors. of S. Atkinson

\$155.00.

By bank to the order of Geo. Nelson
and further order and 62 cents
also me by the order of Geo. Nelson
(M. H. Atkinson)

Smithfield March 3.^d 1840 I have this had a
Settlement with my Mother and Guardian Mrs. Sally
N. Cobb, and I do hereby acknowledge to have received
of her the sum of three hundred and fifty dollars
with the interest thereon from the 8th day of October
1835 which amount came into her hands as my Guardian
from the estate of My Uncle John B. Young
W. B. B.

Wm. B. B.

George Cobb

George Cobb
To

Wm. A. Cobb } Receipt

Redwood Val?

add: } Chy.

Goring

May 4th 1841. filed
by Dept.

641113

Elizabeth A. Cobb

Bedgood vol.

acc: } Chy.

Gump

May 4th 1841. filed
by Diffs: atts.

April 10th 1838. Received of W. Bidgood
Admor.^r of John B. Young decd. the sum of two hundred &
fifty seven dollars & eleven cents. in full for the balance found
due from the said Bidgood on his Administration on the
estate of said Young & account made up by Lemuel P.
Lightfoot the 5th of April 1838

Teste

W. Lightfoot

Sally N. Cobb in my own right and
as Gen. of James S. Cobb Elizabeth H.
Cobb and George A. R. Cobb

(R)

"On demand the 10th day of March 1835. We promise to pay or
cease to be paid unto Anthony G. Boykin the sum of Eleven hun-
dred and fifty three dollars and twenty three cents good and lawful
money of Virginia, for the true payment. We have ourselves, our
heirs & assigns by these presents, as witness our hands and seals this
7th day of October 1834."

Teste
M. M. Powell.

R. W. Bedgood Seal

J. B. Young Seal

"1836. January 19. Recd: One hundred and ninety dollars in part
of within for store a/c."

(Signed) "M. P. Jordan"

"1840. Feby. 4th Recd: six dollars and 23 cents in store acct. in part
of this note."

(Signed) "M. P. Jordan"

Copy Teste

A. P. Young D. C.

3
Bridgman

to 3 Note

Boykin

1153.23.

A

28 2

On demand We promise to pay or cause to
be paid unto Elizabeth Cook the just and
full sum of two hundred dollars good
and lawful money of Virginia for the true
payment We bind our selves our heirs or
assigns. & firmly by these presents as witness
our hands and seals this 6th day of Octo
ber

Witness —
Henry Reynolds.

1884
R. M. Bidgood Seal

J. H. Young Seal

1836 sept. 23rd Rec^d the sum of ninety one
Dollars and forty eight cents in part
of the writ in note Elijah Cook

Received on the writ in note
up to this date. March 10. 1837

Elijah Cook

Received
March 10 1837

In the County Court of Isle of Wight, September 7th 1835.

Sarah A. Cobb guardian of James, Elizabeth
and George Anna Cobb infants of George Cobb decd. *Plffs.* *vs*
Against *Chancery*

Richard M. Bidgood exor. of John B. Young, Fanny
K. Young, Sally A. Cobb, Mary Louisa Cobb, James
J. Cobb, Elizabeth A. Cobb and George Anna R. Cobb
the 3 last under the age of twenty one years. *Defts.*

By Consent of parties, this cause came on this day to be heard on the
bill of the Complainant; the answer of Richard M. Bidgood exor. of John
B. Young, Fanny K. Young, Sally A. Cobb, Mary Louisa Cobb, James J.
Cobb, Elizabeth A. Cobb and George Anna R. Cobb, the three last in-
fants, replication thereto, exhibits filed, and the deposition of John P.
Thomas and George O. J. Andrews; on consideration whereof, the Court
entertaining the opinion that to divide the lands in the County of Isle
of Wight devised to the defendants Sally A. Cobb, Mary Louisa Cobb,
James J. Cobb, Elizabeth A. Cobb and George Anna R. Cobb in
kind, and so as to allot to each 1/5 part thereof, would materially
injure and prejudice the rights of the infant defendants, and that
the same ought to be sold, and the Court being also of opinion,
from the evidence in this cause, that the infants' interests manifestly
require a sale of the said land, and that their good will be greatly
promoted by such sale, and that the rights of others will not be
thereby violated; with the consent of the adult parties, the Court
with advice, order and decree, that Richard M. Bidgood, who is
for that purpose hereby appointed Commissioner, having published
notice of the time and place of sale for at least twenty four days, by
advertisements in one of the Newspapers published in the Borough of
Norfolk, and by advertising the same at the door of the Court-house
of this County; proceed to sell to the highest bidder on a credit of
twelve months (except for so much as may be necessary to pay the expen-
ces of the sale, the costs of suit and which will be for each) the
lands and appurtenances in the bill mentioned and alluded to, and
which lands were devised by the last will and testament of John
B. Young decd. to the said Sally, Mary Louisa, James, Elizabeth &
George Anna R. Cobb, and which land lie in Isle of Wight County,
except the Grave yard to the plantations, which is expressly to be reserved
in the sale and in no way to pass from the defendants. And the
Court doth also, advise, order and decree, that the Com^r take from
the purchaser for the Credit part, four bonds with good security,
each bond in a like sum, and one payable to each of the said Sally
A. Cobb, Mary Louisa Cobb, James J. Cobb, Elizabeth A. Cobb and
George Anna R. Cobb, and that the said Com^r retain a lien on
the land to secure the payment of the purchase money, and
that the Com^r bring the said bonds into Court to be filed, subject

to the future order of said Court, and that he report his proceedings to this Court in order to a final decree.

Copy

Teste N. P. Young D. C.

Book's Page

121

Copy
Wm. H. Young

Young's Case: 121

8

121

In the County Court of Soligisright, November 2^d 1835

Sarah M. Cobb Es^{ro} of Sarah M. Cobb & others

Plaintiffs

Against

Richard W. Bedgood ex^{or} of Jas. B. Coningbatter De^{ft}.

311 In Chy

This Cause came on again to be heard on the paper formerly read and the report of the Court made pursuant to the order of the Sept. Term 1835. to which no exception was filed, and was agreed by Council; on consideration whereof the Court doth adjudge, order and decree, that the report and sale be confirmed, and that the Court make a deed conveying the land to the purchaser and that Sally M. Cobb and Mary Louisa Cobb the said de^{ft}s. coming to the purchaser their infants in the said deed, and they said infants do the like when they shall respectively arrive to the age of 21 years, and liberty is granted to the infants defendants, to shew cause, if any they can, within one year after they shall respectively arrive to the age of 21 years, & the Court doth also order that the Clerk of this Court, deliver to Sarah M. Cobb and Mary Louisa Cobb their bonds filed with the report of the Court, and that the bonds and the reports be retained subject to the further order of this Court, and this Cause is retained for any further ^{order} the Court may see fit to pronounce.

Copy sent

N. P. Coning D.C.

Cabbs 74th

at

3

Deerod.

Young's ex. R.

Chy

7

for 36th

This indenture made this sixth day of October
One thousand, eight hundred and thirty
five, between Richard M Biagood of the County
of Isle of Wight of the one part, and Unit
Mouble of the County afore, and all of
the State of Virginia
of the other part: Whereas, by a decree of
the County Court of Isle of Wight, pronounced
- need on the - day of September
Eighteen hundred and thirty five, in a cause
then depending therein, between Sarah M
Cobb guardian for James, Elizabeth and
George Anna Cobb, plaintiff, and Richard M
Biagood vs: Jno B Young, James M Young, Sally M Cobb,
Mary L Cobb, James M Cobb, Elizabeth M Cobb, and George M Cobb,
it was decreed and ordered, that the said
Richard M Biagood should sell at publick
auction for a credit of twelve months except
for so much, should be necessary to pay
the expenses of the suit and of the sale which
should be for cash, certain lands in the said
decree mentioned, and which lands were
devised by the last will and testament of John
B Young to the said Sally, Mary Louisa, James,
Elizabeth and George Anna M Cobb, and which
lands lie in Isle of Wight County, except the
grave yard to the plantation which was expressly
to be reserved in the sale, after advertising the time
and place of sale for at least twenty five days
by advertisement in one of the newspapers published
in the Borough of Norfolk, and by advertising the
same at the door of the Court House of the said
County, and take from the purchaser for the
credit part, five bonds with good security, each
bond in a like sum, and one payable to each
of the said Sally M Cobb, Mary Louisa Cobb,
James M Cobb, Elizabeth M Cobb and George
Anna M Cobb, and that the Commissioners retain

a lien on the land to secure the payment of the purchase money. And whereas, in pursuance of the said decree, the said Richard W Biggood did on the fifth day of the present month, at the Court House of the County of Albemarle, expose to sale, the land alluded to in the said decree, and in the aforeaid decree described and alluded to, that is to say, the land in Albemarle County, by John Biggood to the said Sally Cobb, Mary A Cobb, ~~John~~ Cobb, Elizabeth A Cobb and George A Cobb, notice of the time and place of sale, having been advertised in the Norfolk Beacon (a newspaper printed in Norfolk County) or will appear by a certificate of the Editor, thereof, filed with the report respecting the said sale, and also advertised at the other places directed by the said decree; and whereas, at the said sale, Meint Mowble

became the purchaser of the said land, being the highest bidder therefor, for the sum of One thousand eight hundred and forty dollars. This inducement, therefore, certifies, that the said Richard W Biggood, for and in consideration of the execution by the said Meint Mowble together with his sureties, given Mowble King Clerk of Five several bonds, of the payment of the expenses in Court altogether in strict compliance with the provisions of the said decree, and the sum to be paid the amount of the bonds aforeaid, at the time mentioned in the said decree, as aforeaid, and also in consideration of the sum of One dollar, in addition to the sum of eighty nine dollars and 93 cents by the said Mowble in hand paid, to

the said Richd W Biggood commissioners as aforeaid, before the seal and delivery of this indenture and of the present the receipt whereof; hereby acknowledged) hath granted, bargained and sold, and by the present, doth grant, bargain and sell and convey unto the said Meint Mowble

his, heirs and assigns, the land before mentioned and described by the Court in the suit aforeaid to be sold, and which were sold by the said Richd W Biggood to the highest bidder at publick auction or aforeaid) except the grant yard on the said land) together with the appurtenances thereto belonging (except the grant yard aforeaid). To have and to hold the said several pieces or parcels of land, and all the land so sold as aforeaid, with the appurtenances, to the said Meint Mowble

his, heirs and assigns, to the only proper use of the said Mowble his, heirs, assigns forever. And the said Richd W Biggood, for himself, his, heirs, executor, and administrator, hereby covenant to and with the said Mowble his, heirs and assigns, that they will from warrant defend the said land hereby conveyed with the heirs, assigns and improvements thereon, and the appurtenances thereto belonging, to the said Mowble, his, heirs and assigns, against the claim of the said Richd W Biggood, and all persons claiming the same by, through or under the same. but against the claim of no other person or persons, whatsoever. In witness whereof, the said Richd W Biggood has hereunto set his hand and seal the day & year first herein written. —

Richd W Biggood (Seal)

Shelby County Jct. - We John H. Purdie and
Edw. C. Jordan - Justices of the peace in the County
aforesaid, in the state of Virginia, do hereby certify,
that Nicho. W. Biggs a party to a certain deed,
bearing date on the fifth day of October 1835, thereto
annexed, personally appeared before us, in our
County aforesaid, and acknowledged the same
to be his act and deed, and desired us to certify
the said acknowledgment to the Clerk of the
County Court of Shelby County, in order that the
said deed may be recorded. - Given under
our hands and seals, this 5 - day of October
1835 -

~~Edw. C. Jordan~~
John H. Purdie
Edw. C. Jordan

Biggs & Co.
to 30000
Wm. B. Co.
Jan. 4. 1836 rec'd with
the cert. of J. H. Purdie.
J. H. Purdie

In the County Court of Sevier Co. July 4th 1830.

Sally N. Cobb Exr. of Jas. J. Cobb & Plffs.

against

R. M. Biggins exor. of J. B. Young & Co. Defts.

3 On Chy
3

This cause came on this day again to be heard on the papers formerly read on consideration whereof the Court doth order that the Clerk of this Court deliver to Sally N. Cobb Exr. of James, Elizabeth and George James Cobb the bond filed in this cause for the said infants by R. M. Biggins Court.

Copy Extra

M. P. Young D.C.

Cottis & Co.

n:

3 Over

Young's exor. to

copy

for 30th

Statement of the sales of land made at Island Wight
Court House on the 5th of October 1835 under the
Decree of the County Court of Island Wight at Sept-
-ember term 1835 in the suit of Sally & both Edm
for James, Elizabeth and Geo. Anna R both
Jlff. and Rich^d W. Bridgman vs them &c &c

The land to Grant 70 months for \$1840
from which deduct expenses

as follows (to wit)

Paid Atty his att \$35.00

" Clerk's fee 4.53

" Bump. on sale 45.50

" for advertising &c &c 3.50

89.53

\$1750.07

In obedience to the annexed order, I advertised the time &
place of sale of the land therein named & alluded to;
at the Court House of Island Wight, in the Norfolk
Beacon, in Smithfield and other places for the time therein
specified; and on the 5th day of October 1835 at Island
of Wight Court House being Court day - I sold to
the said land to the highest bidder at publick auction
where Mont Dambth became the purchaser, being the
highest bidder at the price of \$1840. He paid in cash
the sum of eighty nine dollars & 7³/₁₀₀. which was neces-
sary to defray the expenses & executed fine bonds with

Edwin Wamble, I to Balcomb his executor, each bond
being in the sum of three hundred ~~seventy~~ fifty dollars
one payable to Sarah A Cobb, one payable to Mary
Ann Cobb, one payable to James Cobb, one
payable to Elizabeth Ann Cobb, one payable to
Geo. Anna Cobb, each payable on the 5th of
October next - which bonds are herewith returned
to the Court - Your Commissioner, after the execution
of the said bonds & has made a good and sufficient
due to the purchaser for the bonds aforesaid - He has paid
the expenses of the suit of the sale, and herewith returns
five bonds each for \$350. as aforesaid, all which is
respectfully submitted - Given under my hand this 5th
of October 1835.

Signed

Copy sent

Richard Bidgood
Nathl. P. Young Esq. Commissioner.

Pro. L.

Young's executors

Pro. L.
Cord. P. Bidgood

The joint and separate answers of Sarah N. Cobb and Mary
Louisa Cobb, to the bill of Complaint in the County Court of
Schofield against them and others in the same Court exhibited
by Sally N. Cobb Guardian of James, Elizabeth and George Anna Cobb
These defendants having P^d. for answer say, they admit the statements
in the Complainants bill to be true, that the Will of the late
John B. Young is therein properly described, and set out, and
they hereby consent and write in the prayer of the Complaint
that the Court will decree a sale of the lands devised to them
& Elizabeth, George Anna and James I. Cobb by the testator John
B. Young, and they consent to any decree the Court may pronounce
in the premises consistent with the prayer of the Complaint:
and the principles of justice and equity, and having answered
they pray hence to be dismissed.

(Signed) Sally N. Cobb
Mary L. Cobb

Copy

Teste N. P. Young D. C.

Robt's G. E.

or: Aug. 10. 1844
Mary L. E.

copy

Young's error: 16..

6

Jan 3 1847

The joint and separate answers of James I. Cobb, Elizabeth A. Cobb, and George Anna Cobb - infants above the age of 14 years, except the said George A. Cobb, to the bill of Complaint against them and others in the County Court of Selkirkshire exhibited by Sarah A. Cobb Guardian of James, George Anna and Elizabeth Cobb - these defendants for answer say, that John B. Young late of Selkirkshire County, departed this life about the - day of Decr. A.D. 1834, having made his last will and testament, which is of record in the County Court of Selkirkshire; that after devising to his wife Oystershell much plantation and every thing thereunto belonging, including Slaves Mills, Ned, Peter, Silvia and her child John and her fifteen menials, to her and her heirs forever, the Testator directs that after his just debts are paid, the remainder of his property be equally divided between Sally A. Cobb, Mary Louisa Cobb and four respondents, to them and their heirs forever, and they admit that before the estate given to the widows can be taken, all the estate given to them is liable to the debts of the Testator that so far as they know or are advised, they believe the lands included in the devise to them and others, ought to be sold. They admit the truth of the allegations in the bill, and unite in asking such a decree as the plaintiffs pray for, and having answered they pray hence to be dismissed.

Sally A. Cobb

Copy

Test. N. L. Young D. C.

To the County Court of Isleswight sitting in beh^y The joint and
separate answers of George Anna Cobb, James J. Cobb
& Elizabeth Cobb by Nath^l. Young who is by the Court-
appointed guardian to defend them in the suits in
said Court against the said infants and others exhibited
by Sarah A. Cobb Es^r of Law, George Anna and Elizabeth
Cobb - The defendants say they are infants and incapable
of protecting their rights which they submit to the Court
of the Court and call on the Complainants for proof
of the allegations in the bill contained - and pray leave
to be dismissed. —

(Signed)

Nath^l. Young

Colts of 20

3 ans of colts

m:

city

Young's exd. 4

4

10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

To the County Court of Schleswig sitting in Chancery - the answer
of Richard M. Bigwood exor. of John B. Young to the bill of Com-
plaint against him and others in the said Court exhibited by
Sally M. Cobb Vttr. &c. This defendant savingth for answer
avoids that he is the executor of John B. Young and that he
made his will to the effect charged in the Complainant's bill.
This defendant is charged with the payment of the debts
of his Testator amounting as he is at present advised to
between the sum of three and four thousand dollars - that
the Chatter estate which came to his hands to be sold, has
been sold and produced about \$1700 - He has no doubt
that in order to pay the debts, it will be necessary to sell
the whole or greater part of the Slaves not specifically
given to the Testator's widow, unless the land is first to
be sold - It is to him a matter of no importance out
of which fund the debts are to be paid; but he claims
the right to hold the Slaves until the debts shall be paid
in some way - That they shall be paid out of the sale of
the land or Slaves, is equally agreeable to him - and his
judgment leads him to say that the interest of those
entitled to the land will be greatly promoted by a sale
of it. He submits to any decree in the premises the
Court may make, and prays hence to be discharged.
(Signed)

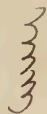
Copy Teste

Richard M. Bigwood

N. P. Young D. C.

6th & Co.

rs.



Ans: of Young's accor.

Copy

Young's accor. lb.

3

for 4.0/-

The separate answer of Francis K. Young to the bill of Complaint in the County Court of Jefferson exhibited by Sarah M. Cobb Guardian of George Anna Cobb, James I. Cobb & Elizabeth A. Cobb against her and others to the defendant for answer says: it is true that John B. Young decd. late of Jefferson the County was his last will and testament whereby he appropriated Richd. M. Bickins his exor. and gave to your respondent the plantation whereon he lived called Ogden shall neck, and every thing therein belonging, including the following negro, to-wit: Milton, Ned, Peter, Silira and her child John and her future increase, to her and her heirs forever; and the testator gave the remainder of his property (after payment of his debts) - he equally divided between Sally M. Cobb, Elizabeth Cobb, George Anna Cobb, Mary Louisa Cobb & James I. Cobb to them and their heirs forever - She claims to be entitled to the property given or bequeathed to her, and has no objection to any disposition the parties or the Court make about the real estate included in the residuary clause, after the debts of the testator are paid - But she insists, that the said property, included in the said residuary clause, is subject to the payment of the debts of the testator, before any of the estate given to her can be touched. and having answered she prays her honor to be dismissed.

(Signed)

Francis K. Young

Copy True

N. P. Young D. C.

Cottis of G. & Co.

Ans: of F. K.
M. M. M. M.
C. M. M.

Young's & Co.

2

for 409

In the County Court of Isle of Wight sitting in Chancery. humbly
Complaining, Shews to the Court your Complainant, Sarah N. Cobb
Guardian to James, Elizabeth and George Anne Cobb, that our
John B. Young late of the County of Isle of Wight departed this life
on or about the - day of December 1834, having first made his
last Will and Testament, which has been duly and legally admitted
to record in the County Court aforesaid, an office Copy of which
said Will marked A. is hereto annexed, and prayed to be taken and
conceded part of this bill - by the said Will the Testator appointed
R. M. Beagood his executor, and bequeathed to his wife the plantation
wherupon he lived called "Cyler Shill neck" and every thing thereunto
belonging, including the following negro, to wit: Melin, Ned, Peter,
Selina and her Child, John and the future increase, to her and her
heirs forever, and he also directs that after the payment of his debts
the remainder of his property be equally divided between Sally N.
Cobb, Elizabeth, George Anne, Mary Louisa and James J. Cobb to them
and their heirs forever. Your Complainant represents that our R. M.
Beagood who was by the Testator appointed executor, has given
evidence to said Will before the County Court of Isle of Wight County,
in proof whereof a certificate is hereto annexed and prayed to be taken
as part of this bill - and the said executor has received a large personal
estate consisting of Slaves and other estate, to the value of - or upwards.
The testator was considerably indebted and it is believed, and charged
to be true, that after disbursing the amount arising from sale of
the Chattel estate and the debts due to the Testator at the time of
his death, the debts remaining unsatisfied, will require a sale of
all or the better part of the Slaves of the Testator not specifically
devised to the widow of the Testator - and it is believed to be the
law of the land that the general legacies shall be taken, if neces-
sary to pay the debts, before recourse can be had to the specific
legacies - under that rule of law, together with the principle that
the real estate can't be taken to pay debts until the personal is
absorbed - although by a fair construction of the Testator's Will,
the land is ultimately liable, the Slaves not specifically devised, but
which pass under the general devise to Sally N. Cobb, Mary L. Cobb,
and the infants George Anne, Elizabeth and James J. Cobb, will be
obliged to be sold, unless it shall please the Court to interpose its
authority and decree a sale of the land called "Farm Village", which
the Testator devised to be by the Will of "Mechum Farm" and
direct so much of the proceeds of the land sale to be applied as may
be necessary, in discharge of the legal liability of the Slaves, and
your Complainant represents that the estimated value of the real
estate devised to them by the said John B. Young is \$2000 - there are
5 parties, each entitled to the same share, that is to say Sally N.
Cobb, Mary Louisa Cobb, both adults, Elizabeth A. Cobb, James J.
Cobb and George Anne R. Cobb, the three last infants, the said
infants being above the age of fourteen years, except George Anne
Cobb, the estate of the said Elizabeth Cobb, James Cobb and George

Anna Cobb manifestly of this interest in the estate of the aforesaid John B. Young is very small, certainly not exceeding \$200, and that is an undetermined interest in the estate of Ann Saml J. Young. And your complainant represents and believes to be true, that the interests of the infants will be promoted by the sale of the real estate as aforesaid united to them, in order to pay debts due from the decedent, and to exempt the slaves of such decedent given to the said infants from being sold for those purposes, and so as believed to be entirely consistent with law, and within the powers of your Honor, to decree the said infants to be sold in conformity to the Acts of the General Assembly in such cases made and provided, and the proceeds of such sale be invested in the purchase of such and so many of the slaves of the decedent as to the Court may seem proper and advantageous to the infants.

They therefore pray your Honor to make such order and decree the complainant represents that if the said infants were dead their legal heirs would be Sally M. Cobb and Mary Louisa Cobb who together with Richard M. Bigwood exec. of John B. Young, Francis H. Goring Executors of the Estate and the aforesaid Elizabeth Cobb, George Louis R. Cobb and Saml J. Cobb infants who are above 14 years of age, shall be made defendants to this bill, and required on their corporate oath to answer the same fully and unanimously, that your worship ships the premises considered, well decrees that the lands aforesaid be sold upon such terms as to you shall seem fit and advantageous, and that the proceeds belonging to the infants shall be laid out in the purchase of slaves or in such other manner as to your worship may seem fit. That you will appoint fit and proper persons to carry the same into effect, and make any other or further decree in the premises which may comport with equity and as in duty bound she will pray.

(Signed)

Attest me p.g.

Sally M. Cobb Exec.
of Saml, Elizabeth & Geo. A. Cobb

Copy True

A. P. Young D. C.

Leaves of book

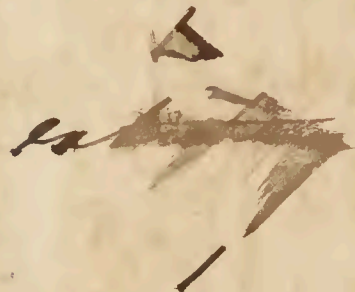
as.



Page 10

a. copy

Young's Econ. Hb.



Aug 89

"\$500. On demand We promise to pay or Cause to be paid unto
Samson White Esq. to the heirs of James White Esq. or order or assigns,
the just sum of five hundred dollars, lawful money of Virginia,
for Value Recd. of him, which payment will and truly to be made
We bind ourselves, our heirs, executors, administrators &c. jointly,
severally and personally by these presents, as witness our hands and
seals this 19th day of April one thousand eight hundred and
thirty four (1834) "

"Witness"

"Rich^d. M. Bidgood Esq."
"W. Young Esq."

Decr 19th 1835. Recd. fifty
dollars due on the within.

J. White

Nov 1st 1837 Recd. seventy five
dollars & thirty four cents in
part of the within.

J. White

Bidgood & Goring
to $\frac{3}{4}$ note

\$500.

J. White & Co.

~~as before~~

I certify that this is
a true copy of the note
in the sight of White
& Co. & Co. as Comp. esd.
in the C. S. C. law & Chy. for
discovery of the.

Wm. P. Goring & Co.

White, Bedford &
ante ——— \$500

Int from 19

Dec. 1875 to the

1st Nov. 1877 - say ——— 56

to 1. 10:12 ——— 55-6

the 12 ——— 71.35

484.65

white

cap } L

new

to state

Youngs Ex
v S. Dub. of Ind.
Youngs Ex

Exhibits filed by Plaintiff
with Book of Review &
Supplement -

May 5. 1872. Filed.

Exhibits la. & D.

The original deeds filed until
copies can be made out.

N. P. Young es.

I Frances K. Young of the County of Isle of Wight in
the State of Virginia do hereby make my last will
and testament in the following manner. First I desire
that my Executor herein after named pay all my
just debts out of any money that may come to his
hands belonging to my Estate - Second I give and
bequeath to James I Cobb my negro man named
Randall to him and his heirs forever. Third all the
residue of my Estate of every description I give and
bequeath to my two sisters Hannah W. Bidgood
and Elizabeth A. Bidgood so long as they both live
and at the death of either of them not leaving issue
I give the said Estate to the survivor and her heirs
forever. I constitute and appoint Nathl P. Young
executor of this my last will and testament.
In testimony whereof I hereunto set my hand and
affix my seal this second day of February
1842-

Frances K. Young *Seal*

Signed, sealed and
acknowledged by the
above named F. K. Young
as her last will & testament
in our presence. The said
will being read to her in
our presence -

Geo. H. Todd, Rich. Reynolds.

Saml B. Murray -

* The above interlined words "not leaving issue" was made
by my consent.

Frances K. Young.

Geo. H. Todd

Rich. Reynolds

Saml B. Murray.

In the Circuit Superior Court of Law and Chancery for the County
of Selfsight May 5th 1842.

The last will and Testament of Francis R. Young, proved by
the Oaths of Jas. R. Todd and Rich^d. Heynder two of the
witnesses thereto and ordered to be recorded And on the motion
of Nathl. P. Young the executor therein named, who made oath
as the Law requires, and with Robert M. Boykin, John Edwards
and James M. Jordan his co-executors, who justified on oath,
entered into and acknowledged a bond in the penalty of
Five thousand dollars conditioned as the Law directs, certificate
is granted him for obtaining a probat of said will in
due form.

Teste N. P. Young ed.

Copy Teste N. P. Young ed.

Copy Will of Francis
R. Young.

Young's Case &c.

as: 1/2 Excluded A. & B.

Young's Case &c.

May 5th 1842 finally

per: atts.

In Sale of Wright County Court July 4th 1838.

Sarah M Cobb, Geo for James, Elizabeth, and
Gorge Anna Cobb.

Compell:

vs:

Richard M Bischoff exor of John B Young,
Francis K Young, Sarah M Cobb, Mary
L Cobb, James L Cobb, Elizabeth Cobb and
Gorgeanna Cobb

Deft:

in Chy:

Deft:

This cause came on this day again to be heard on the
papers formerly read; on consideration whereof the Court doth
rejoice, decree and order that the bill of this Court dole to
Sarah M Cobb Geo for the aforesaid James, Elizabeth and
Gorgeanna Cobb the bonds which were filed in this suit for
said infants subject to the order of the Court.

Copy to N. P. Young &c.

Cobb.

03.

Lamg's Exa: 8c3

July Oct. 1830

No. 11.

Dance

No. 11.

In Case of Right County Court Nov: 2nd 1835.

Sarah M Cobb Guardian for James Elizabeth
and Georgiana Anna Cobb } Comps lts.

Against

Richard M Birdgood, Exor. of John B Young,
Fanny K Young, Sarah M Cobb, Mary
Louisa Cobb, James I Cobb, Elizabeth M
Cobb, and Georgiana Cobb. } Defts.

In
Chanc.

This cause came on again to be heard on the papers
formerly read, and the report of the Court made pursuant to
the order of Sept: term 1835, to which no exception was filed,
and was argued by counsel; on consideration whereof the
Court doth say, order and decree that, the report and sale be
confirming, and that the Court make a deed conveying the
land to the purchaser, and that Sarah M Cobb and Mary
Louisa Cobb the adult defendants convey to the purchaser
their interest in the said land, and the said infants do the
like when they shall respectively arrive to the age of 21 years;
and liberty is reserved to the infant depts. to show cause ^{if any} they can
against this decree within one year after they shall respectively
arrive to the age of 21 years, and the Court doth also order that,
the Clerk of this Court deliver to Sarah M Cobb and Mary Louisa
Cobb their bonds filed with the report of the Court; and that the
bonds due the infants be retaining subject to the further order
of this Court; and this cause is retaining for any further decree
which the Court may see fit to pronounce on

Copy Teste

Nathl B Young Clk.

Cobb

As.

Youngs. Ex. Ac.

Nov. 1st. 1835

Ms. M.

Dance

Ms. M.

In the County Court of Salisbury, September 7th 1825.
Sarah W. Cobb, guardian of James, Elizabeth,
and George Anna Cobb infants of George
Cobb and
against

Richard M. Burgess executor of John B. Young.

James M. Young, Sally W. Cobb, Mary L.
Cobb, James S. Cobb, Elizabeth C. Cobb &
Georgeanna R. Cobb the three last under
the age of twenty one years.

By consent of parties this cause came on this day to
be heard on the Bill of the Complainant, the answer of
Richard M. Burgess exec. of John B. Young decd. James M.
Young, Sally W. Cobb, Mary Louisa Cobb, James S. Cobb, Elizabeth
C. Cobb and Georgeanna R. Cobb, the three last infants, rep-
resentation thereof, exhibits filed and the depositions of John C.
Shannon, and George C. H. Andrews, in consideration whereof
the Court entertaining the opinion that to divide the land
in the County of Salisbury decd. to the defendants Sally
Cobb, Mary Louisa Cobb, James S. Cobb, Elizabeth Cobb and George-
anna Cobb in parcels as to allot to each one fifth the part thereof
would materially injure & prejudice the rights of the infants
defendants, and that the same ought to be sold, and the
Court being also of the opinion, from the evidence in this
cause, that the interest of the infants manifestly require a
sale of the said land, and their good will be greatly protected
by such sale, and that the rights of others will not be thereby
violated, with the consent of the adult parties, the Court
doth adjudge order and decree, that Richard M. Burgess
shall or for that purpose lawfully appointed Commissioner, having
published notice of the time and place of sale for at least
twenty four days, by advertisement in one or more of the news-
papers published in the County of Norfolk and by advertising
the cause at the door of the Court-house of the County, proceed
to sell to the highest bidder on account of twelve months,
except for so much as may be necessary to pay the expenses
of the sale, the costs of suit &c. which will be for each, the
land and appurtenances in the Bill mentioned and alluded
to, and which lands were devised by the last will and testament
of John B. Young to the said Sally, Mary Louisa, James S.
Elizabeth & George Anna R. Cobb, and which lands lie in
Salisbury County, except the grain yard to the plantation,
which is expressly to be reserved in the sale and in no way to
pass from the defendants. And the Court doth also adjudge,
order and decree that the Commissioners take from the sum
shown for the Credit part, five bonds with good security,

each bond in a like sum, and are payable to each of the said
 Sally N. Cobb, Mary Louisa Cobb, Susan, George Cobb, Elizabeth
 & Cobb and George Anna R. Cobb, and that the said Court
 retain a lien on the lands to secure the payment of the pur-
 - chase money - and that the Court will bring the said bond
 into Court to be filed subject to the future order of said Court
 and that he report his proceedings to this Court in order to
 a final decree. —

Copy filed with Wm. C. Cowley Esq.

Cobb & Son No. K.
 in 1/2 duty decreed
Young's Exors.

Cobb & Son
 in 1/2 duty decreed
 with

No. K.

The joint and separate answers of Sarah N. Cobb and Mary Louisa Cobb to the Bill of Complaint in the County Court of Isle of Wight against them and others in said Court exhibited by Sally N. Cobb guardian of James, Elizabeth and George Anna Cobb. Their defendants having for answer say, they admit the statement in the Complainants Bill to be true, that the will of the late John B. Young is therein properly described and set-out, and they hereby consent and concur in the prayer of the Complainants, that the Court will decree a sale of the lands devised to them and Elizabeth, George Anna and James B. Cobb by the testator John B. Young, and they consent to any decree the Court may pronounce in the premises consistent with the prayer of the Complainants, and the principles of justice and equity - and having answered they pray hence to be dismissed.

Signed

Sally N. Cobb

Mary L. Cobb

Isle of Wight County (Vt.)

This day came before the subscriber a justice of the said County, Sarah N. Cobb & Mary Louisa Cobb, who made oath that the foregoing answer is true so far as they know or believe. Given under my hand this 31st day of Jan'y 1835.

Jas. C. Jordan (J.P.)

Copy Teste Nathl. P. Young D.C.

To the County Court of Isle of Wight sitting in Chancery.

The joint and separate answer of George Anna Cobb, James I. Cobb and Elizabeth Cobb by Nathaniel Young who is by the Court appointed Guardian to defend the infants aforesaid in the suit exhibited in the said Court against the said infants and others, by Sarah A. Cobb, guardian of James, George Anna and Elizabeth Cobb. The defendants say they are infants and incapable of protecting their rights which they submit to the care of the Court, and call on the the p[ar]ty for proof of the allegations in the bills contained and pray leave to be dismissed &c.

(Signed) Nath^l Young

Isle of Wight County, to-wit:

This day came before the subscribers, a justice for said County, the aforesaid Nath^l Young, next friend for the aforesaid George Anna, James and Elizabeth Cobb who made oath to the truth foregoing answer. Given under my hand and seal this 3rd day of Jan^y 1835.

Lat^h C. Jordan P. (Seal)

Copy True

Nath^l P. Young D^y Clerk

et o. K.

Cobb's

ad.

Cobb's K.

3

Infants answer

et o. H.

The joint and separate answers of James I. Cobb, Elizabeth A. Cobb and George Anna Cobb infants above the age of 14 years, except the said George Anna, to the bill of complaint against them and others in the County Court of Isle of Wight exhibited by Sarah N. Cobb guardian of James I. Cobb, George Anna and Elizabeth Cobb. These defendants for answer say, that John B. Young, late of Isle of Wight County, departed this life about the - day of Decr. A.D. 1834, having made his last will and testament, which is of record in the County Court of Isle of Wight, that (after dividing to his wife "Ryalskill Neck" plantation and every thing thereto belonging, including Slaves Miller, Ned, Peter, Sylvia, her child John and her fictive manum, to her and her heirs forever, the testator directs that after his just debts are paid, the remainder of his property, be equally divided between Sally N. Cobb, Mary Louisa Cobb, ~~James I. Cobb~~, and your respondents, to them and their heirs forever - and they admit that before the estate given to the widow can be taken, all the estate given to them is liable to the debts of the testator - that so far as they know or are advised, they believe the lands included in the devise to them and others, ought to be sold - they admit the truth of the allegations in the Bill, and unite in asking such a decree as the ~~plffs~~ pray for - and having answered, they pray hence to be dismissed &c.

Sally N. Cobb

Isle of Wight County (Jel)

This day before the subscriber a justice for said County, came James I. Cobb, Elizabeth Cobb, and George Anna Cobb the respondents aforesaid, who sworn that the foregoing answers true so far as it depends on their knowledge, and that so far as it depends on the knowledge of others they believe it to be true. Given under my hand and seal this 2^d day of February 1835.

Jas. C. Jordan J. P. Geo

Copy Teste Nathl. P. Young J. C.

Coll: No (9)
m: $\frac{1}{3}$ Ans. of the infants
Coll: No

No. 9.

The separate answer of Frances R. Young, to the Bill of Complaint in the County Court of Isle of Wight exhibited by Sarah N. Cobb guardian of George Anna Cobb, James J. Cobb, and Elizabeth A. Cobb, against her and others. The defendant for answer says, it is true that John B. Young decd. late of Isle of Wight County, made his last will and testament, whereby he appointed Richard W. Bedgood his executor and gave to your respondent the plantation which he then called "Oystershell Neck" and every thing thereunto belonging, including the following negroes to wit: Miller, Ned, Peter, Sylvia, then Chilo, John and her fiction Dueman, to her and her heirs forever - and the testator gave the remainder of his property (after payment of his debts) to be equally divided between Sally N. Cobb, Elizabeth A. Cobb, George Anna Cobb, Mary Louisa Cobb, and James J. Cobb, to them and their heirs forever. She claims to be entitled to the property given as aforesaid to her, and has no objections to any disposition the parties or the Court may make about the real estate included in the residuary clause after the debts of the testator are paid. But she insists that the said property included in the said residuary clause, is subject to the payment of the debts of the testator, before any of the estate given to her can be touched - And having answered, she prays hence to be discharged &c.

(Signed) Frances R. Young

Isle of Wight County, to wit:

This day came before the subscriber a justice for said County, Frances R. Young, who made oath that the foregoing answer is true, so far as she knows or believes -

July 29th 1835

(Signed)

J. C. Jordan

J. P.

Copy Taken Nathl. P. Young Esq.

Young . 10 (F)
ad.  ~~Ad. 10~~
Colts 1/2. Gen. 10

10 (F)

To the County Court of Hillsborough sitting in Chy.

The answer of Richard W. Bidgood, exec. of John B. Young, to the Bill of Complaint against him and others in the said Court- submitted by Sally N. Cobb & others- this defendant saving &c. for answer admits that he is the executor of John B. Young, and that he made his will to the effect charged in the plaintiffs bill. this defendant is charged with the payment of the debts of his testator, amounting, as he is at present advised, to between the sum of three and four thousand dollars - that the Chattel estate which came to his hands to be sold, has been sold and produced about \$1700- He has no doubt that in order to pay the debts, it will be necessary to sell the whole or greater part of the slaves not specifically given to the testators widow, unless the said is found to be sold. It is to him a matter of no importance out of which- funded the debts are to be paid; but he claims the right to hold the slaves until the debts shall be paid in some way that they shall be paid out of the sales of the land or slaves, is equally agreeable to him, and his judgment- leads him to say, that the interest of those entitled to the said will be greatly promoted by a sale of it. He submits to any decree in the premises the Court may make, and prays leave to be dismissed &c.

(Signed) Rich^d W. Bidgood

Isle of Wight County (N.C.)

This day Rich^d W. Bidgood made oath before me, that the foregoing answer is true so far as it depends on his knowledge, and that so far as it depends on the knowledge of others, he believes it to be true - Given under my hand as a justice, this 7th day of February 1835.

John C. Jordan (JP)

Copy Teste

Nathl. P. Young Dy. & CR.

Young's cocor: no (E).

as:  answer

Colb: sp. 600 to

no (E)

To the County Court of Ishofwight, sitting in chancery humbly complaining, shew to the Court your complainants Sarah A Cobb guardian to James, Elizabeth & George Anna Cobb, that one John B Blauing late of the County of Ishof Wight, departed this life on or about the day of December 1834 having first made his last Will and testament which has been duly & legally admitted to record in the County Court aforesaid. An Office Copy of which said Will, marked (A) is hereto annexed, and prayed to be taken and considered part of this bill - by the said Will the testator appoints R D Bidgood his executor & bequeaths to his Wife the plantation whereon he lived called Oysterville Neck, & everything thereunto belonging including the following negroes (to wit) Willis, Ned, Peter, Silvia and an child John and the future increase to her & her heirs forever - and he also directs that after the payment of his debts the remainder of his property be equally divided betwixt Sally A Cobb, Elizabeth, George Anna, Mary Louisa and James A Cobb to them & their heirs forever - Now Complainant represents that one Richard W Bidgood who by the testator appointed Executor, has qualified to said Will before the County Court of Ishofwight County in proof whereof a certificate is hereto annexed & prayed to be taken as part of this bill, & the said Executor has received a large personal estate consisting of slaves and other estate to the value of \$ or upwards. The testator was considerably indebted, & it is believed & charged to be true, that after deducting the amount arising from sales of the ~~whole~~ ^{part} estate and the debts due to the testator at the time of his death, the debts remaining unsatisfied will require a sale of all or the better part of the slaves of the testator not specifically devised to the widow of the testator, and it is believed to be the law of the land that the personal legacies shall be taken if necessary to pay the debts, before recourse can be had to the specific

legacies - under that rule of law together with the principle
that the real estate cannot be taken to pay debts until
the personally is absorbed, although by a fair construction
of the testator's will, the land is ultimately liable, the
slaves not specifically devised, but which pass under
the general devise to Sally & Cobb Maria Louisa Cobb
and the aforesaid Geo. Anna, Elizabeth & Jas I Cobb
will be obliged to be sold unless it shall please
the Court to interpose its authority & decree a sale
of the land called Fearnville which the testator
devised to, by the will of Masham Fearn dead,
and direct so much of the proceeds of the land sale
to be applied as may be necessary, in discharge of the
legal liabilities of the slaves - and your Complainant
represents that the estimated value of the real estate
devised to them by the said John B Young is \$2000, there
are five parties, each entitled to the same share, that
is to say, Sally & Cobb, Maria Louisa Cobb, both
adults Elizabeth & Cobb James I Cobb, Geo. Anna
& Cobb the three last infants, the said infants being
above the age of 14 years except Geo. Anna Cobb,
the estate of the said Elizabeth Cobb James Cobb and
Geo. Anna & Cobb independently of their interest in the
estate of the aforesaid John B Young, is very small
certainly not exceeding \$200 & that is, an undivided
interest in the estate of James I Young deceased -
And your Complainant represents ~~and believes~~ &
he believes it to be true, that the interest of the infants
will be promoted by the sale of the real estate as
aforesaid devised to them in order to pay debts due
from the deceased and to exempt the slaves of such de-
ceased from the said infants, from being sold for
that purpose, and it is believed to be entirely consistent
with law and within the province of your Honor
to direct the land of the infants to be sold in con-
formity to the acts of the General Assembly in such
cases made and provided, and the proceeds of such
sale be invested in the purchase of such and so

Many of the slaves of the deceased as to the Court
may seem proper and advantageous to the infants; they
therefore pray your Honors to make such order and
decree - The Complainant represents that of the said
infants, were and then legal heirs would be Sally
& Cobb and Mary Louisa Cobb who who together
with Richard & Bridget wife of John B Young, James
& Young widow of & devisee of the testator, and
the aforesaid Elizabeth Cobb Geo. Anna & Cobb
and James I Cobb, infants who are above 14
years of age, shall be made defendants to this Bill
and required on their corporate oath to answer
the same fully and unreservedly, that your worship
the premises are veridical, with due that the land
aforesaid be sold upon such terms, as to you shall
seem fit ^{and that the proceeds belonging} & advantageous to the infants, shall be
laid out in the purchase of slaves, or in such other
manner as to you worship may seem fit - that you
will appoint fit and proper persons persons to
carry ~~to carry~~ the same into effect, & make any other
or further decree in the premises, which may
comport with equity, & as in duty bound she
will ever pray &

Signed

Atkinson p 9

Sally & Cobb
Wife of James, Elizabeth, and
Geo. Anna Cobb -

Judge of Wight County (to wit). This day came before the
Subscribes who is a justice of the peace for the
said County - Sarah & Cobb above named as
affixed to the foregoing Bill and she made oath that
the facts stated in the foregoing Bill are true so
far as they depend on her knowledge - and so far as
they depend on the knowledge of others, she believes it
to be true - given under my hand and seal this 31st
day of Jan. 1835

Jas B Jordan J P

Copy Teste

Nathl. P. Young J. C.

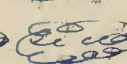
Young
to S - { Copy of Record of
Youngs Equity of - sent in Chancery
of Ct. to make in Ct. -
Filed with Plaintiffs Bill -
Exhibit No 7.

in (S)
Cobb's of Law Copy
as: 3 Will in Chy.
Young's Case V. Patton

No. (S)

Know all men by these presents, that we Sarah A. Cobb
Richard W. Beagrow and Charles Murphy are held and
firmly bound unto Parker Wells, James C. Jordan, Jordan
Parr and David Roberts, Gentlemen, justices of the Court of
Isle of Wight County, now sitting in the sum of three
thousand dollars, to which payment well and truly
to be made, to the said justices and their successors, we
bind ourselves and each of us, our, and each of our
heirs, executors and administrators jointly and severally,
firmly by these presents, Sealed with our seals, and dated
this 5th day of October 1835.

The condition of the above obligation is such, that if
the said Sarah Cobb guardian of George Anna Cobb,
James J. Cobb and Elizabeth Cobb nephews of George
Cobb, shall invest the proceeds of the sale of the
land to be sold under a decree of the County Court of
Isle of Wight County, at September Court of this year, in
the case of Cobb & guardian vs. Young &c, and account
for the same according to law, then the above obligation
to be void, else to remain in full force and virtue.

Sally A. Cobb 
Chas. Murphy 
Rich^d. W. Beagrow 

Copy

Teste Nathl. P. Young D.C.

Young
to } - Bond of J. J. Lott. Quads
Young's Exor de
Filed with Plaintiff's Bill
Exhibit No 6.

Lott, J. J. Exor. vrs. O
vs:
Young, J. J. Bond
in copy

Exor. J. J. Lott

No. 2

Know all men by these presents, that we Sally N. Cobb, Richard W. Bedgood, Joseph B. Whithead, Charles Murphy, and John P. Thomas, all heirs and jointly bound unto Abner Jordan, Watson P. Jordan, Jordan Parr and Josiah Holliman Gentlemen, Justices of the Court of Seaford County, now sitting, in the sum of three thousand dollars, to which payment well and truly to be made, to the said Justices, and their successors, we bind ourselves, and each of us, our and each of our heirs, Executors, and Administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of January 1835 & in the 59th year of the Commonwealth.

The Condition of the above obligation is such, that if the said Sally N. Cobb, Guardian of James Elizabeth and Georgiana Cobb orphans of George Cobb dead or her executors and Administrators shall well and truly pay and deliver, or cause to be paid and delivered unto the said orphans, all such estate or estates as now is, or may hereafter appear to be due to the said orphans, from the said Guardians, when thereto required by the Justices of the said Court, as also keep harmless and indemnify the above named Justices, from all trouble and damages, costs and charges, that shall or may arise or happen to them, or any, or either of them, about the said estate - then this obligation to be void, or else to remain in full force and virtue.

Signed Sealed and acknowledged
in presence of
Wm. C. Edwards

Sally N. Cobb Esq
Rich^d W. Bedgood Esq
J. B. Whithead Esq
Ch. Murphy Esq
Jno. P. Thomas Esq

In the County Court of Seaford County January 5th 1835. This bond was signed, sealed & acknowledged by the parties according to law.

Teste Nathl. Young Esq.

Cpy Teste

N. P. Young D.C.

Young

ms.

3 copy S. N. Cobb's bond
3 in 9th to orph. of Gen. Cobb.

Young's Acc. B.

Filed with the Pitt. Recd

Exhibit No. 5

Dr The Estate of John B Young decd.

In account with Richard W. Weyss Executor.

1835.

Jan.	1	To paid Peter Turner Young	part of acct	5	00
"	"	" paid Jack Atkins	note	9	45
"	"	" paid Margaret Atkins part of bond		112	52
"	"	" paid James Ellis	acct	4	75
"	"	" paid Martha Young	"	18	09
"	22	" paid Albert Taylor	"	6	50
"	23	" paid Arch ^r Atkinson	"	2	50
"	24	" paid Jimmy McGrath D.N.	"	6	20
Feb.	9	" paid Clements Patton	"	50	60
Mar.	7	" paid Peter Turner	part of "	7	00
"	25	" paid Ann Clark	"	2	50
"	"	" paid Henry Baker	"	8	00
Apr.	3	" paid James J. Raden	"	16	00
"	"	" paid Aunt- Monibla	"	2	00
"	8	" paid Elijah Cook	Bond	83	23
May	15	" paid Arch ^r Atkinson	acct	2	00
"	"	" paid Arch ^r Atkinson five Bonds		225	40
"	"	" paid Bedgood & Co.	acct	78	35
"	27	" paid James Thomas	"	75	19
June	3	" paid John Morrison for Coffin	"	15	00
"	10	" paid Murphy & Gibbs	"	17	40
"	19	" paid James B. Southall medical	"	128	46
"	25	" paid John R. Purdie part of "	"	22	31
Aug.	1	" paid Peter Turner	"	4	36
Sept.	21	" paid Levi Westray	"	3	75
"	"	" paid Cor. B. Whitehead D.Y. staff	Part of	8	00
"	24	" paid Dawson Flake	acct	75	00
"	29	" paid Richard Reynolds	"	4	50
Oct.	8	" paid Miss- Campbell	"	1	00
Nov.	18	" paid Rucker Edwards	Bond	21	19
"	19	" paid Cor. B. Whitehead part of Parker	"	21	24
"	24	" paid John Tomlin	acct	2	00
"	25	" paid James Chalmers	"	19	28
Dec.	4	" paid E. Cook for John Hare	"	10	00
"	"	" paid S. O. F. Andrews	"	6	75
"	6	" paid W. C. Holloman	"	6	00
x3	31	for given due the Executor on Bond & acct.		244	87
"	"	5 & cost court on 2140	receipts	207	87
"	"	Balancer due the estate of executor		244	87

(22140)

1835	Cr.		
Jan.	By this sum in cash left by Testator	55	20
	By this sum received of Nancy Tomlin	2	00
	By this sum recd. of Charles Chapman	1	20
Sept. 10	By amount of sales of the estate due this day	1081	53
Decr. 31	By this sum for hire of Randal & Dick this year	100	00
"	" By this sum for hire of Randal & Bonnett "	120	00
"	" By this sum for hire of Old sum and small piece of land	20	00
"	" By this sum for hire of Little Court	10	00
"	" By this sum for rent of plantation and mess	150	00
1836	Dr.		
Feb. 20	To paid Peter Turner bal. of acct.	9	04
" 24	" paid Thomas Carroll for Mary Jones 2 bonds	300	32
Mar. 7	" paid Thomas Hall for apprehending negro	5	00
"	" paid James B. Southall two bonds	575	00
"	" paid James B. Unguhart bonds	27	50
" 8	" paid Stephen D. Jones part of "	85	50
" 16	" paid John R. Purdue bal. of acct.	52	31
"	" paid Zack Atkins for maintaining woman & children in 30	25	00
" 9	" paid J. B. Whitehead four bonds	100	33
Apr. 4	" paid Richard A. Unguhart bonds	10	32
" 13	" paid Sally Gott for maintaining negro in 1835	30	00
"	" paid Sally Gott bal. of Legacy left her by Mchm. Team	141	00
"	" paid Hardy Chapman for apprehending Randal & Dick	10	00
May 11	" paid A. Atkinson for Ben Bowers bonds	225	97
"	" paid Charles Murphy for crying the estate 6 days	18	00
"	" paid John Hawkins bonds	114	94
"	" paid Robert C. Young made acct. rendered m. Team & expenses by the Testator	25	00
"	" paid Nathl. Young for recording apprais. acct. of sales &c.	9	00
Jun 15	5 of cash comm. on \$1915.03 receipts	95	78
	Balance due the estate of contra	719	25
		\$2706	55

(see also for 1838 on next page)

1836	Cr.		
Jan. 1	By this sum balance due last year	771	07
Feb. 5	By this sum of J. Lolly	5	00
"	" By this sum for Beef sold J. R. Purdue	3	78
Mar. 7	" By this sum for sale of Rachel and children	650	00
"	" By this sum for sale of Randal & Dick	1245	00
"	" By this sum of Phillip Edwards	37	
Apr. 15	By this sum for plank sold	11	38
Sum 15	By interest of \$702.14 from Jan. 1 1836 to this day bal. after deducting disbursements	19	25
	There is no account of hire of one of the negroes for 1836		
	Balance due the estate	\$719	25

Smithfield Jan 15th 1836

Pursuant to an order of the Court of Isle of Wight County, I have examined stated and settled an account of Richard W. Bridgman transactions on the estate of John B. Young and from papers and other evidence laid before me, and find that the said Rich^d W. Bridgman is indebted to the estate of the said John B. Young the sum of seven hundred and nineteen dollars and twenty five cents, with interest till paid - All of which is submitted to the Court.

Barth Lightfoot Comr.

In the County Court of Isle of Wight, November 7th 1836. This account of the transactions of R. W. Bridgman as executor of John B. Young, was returned, with the annual report hitherto annexed, and on the 2^d of January 1837 the same was confirmed and ordered to be recorded.

Teste Nathl. Young etc.

Copy

Teste Nathl. B. Young D. C. C.

Young
to J. Quon of the Anderson Co.
Young Co. re
Filed with Plaintiff's Bill -
Exhibit No 4.

No (C)
John B. Young's
Account Current

Copy for
Ro. H. Whitfield atty.

Fee \$1.00.

No (C)