

1849-002

Chancery Causes: Josiah W. Jordan vs Jesse Hodges & al

Isle of Wight County

Jesse Hodges vs Josiah W. Jordan & al

Folder 1

Josiah W. Jordan vs Richard S. Thomas' admr & al

Other SURNAMES Adams,
Howard, Holliman [Josiah
W Jordan & Co], Gwaltney,
Herring, Atkinson, Wilson
[Thomas & Adams]

Jordan

no: 3 Chy. papers.

Thomas' amor: also.

Jan'y. Rules 1846 Bill filed
sp. ip. to injr.

Feb'y. new spo. on. Howard.

March spo. rep. on do.

May set for hearing.

Octo. Term ¹⁸⁴⁷ ₁₈₄₈ contd.

May 1848. do.

Octo. " do.

May 1849 Decur. a. sp. 226.

Octo. 1849 final decur.

40.55

41.49

82.04

141.65

138.45

280.10

Jordan

2. ch. 1

Boegs John

Sept. 1843. Will file
W. H. Lang ap. go a little
to the right, his own file
of the Rep. & Sp. ex.

August 1843.

Division of Thomas & son
filed and Rep.

Deposition file Sept. 1843
1843 & answer filed by
answ. same day & rep.

Sept. 1843 set for hearing

Oct. term 1843 Decree
for acct. &c.

May term 1844. Cor. d.

Oct. term 1844.

dec. of def. Holloman suggested

1845

1845 term. Report of Com. S.

with clerks to restore

1845. Oct. term

Dec. 8 apts to be made

1846 Oct. 19. th Sept. of last. Jordan
made with the bond of W. H. Jordan
& Willis Wilson with A. G. Specialty
Security, and a deed of trust to secure
them.

Oct. 18. 1847. Search to file & subpoena. Will & same date
continued rules.

Oct. term 1848. Decree by court & order.

Oct. 1849. final dec.

interrogated that the said Hops
and Thomas Howard, and the said
J. C. Hume agree: of Richard L. Thomas
and the said Sarah Thomas & the said
Martha Anna shall each say whether
it is not true that the said real estate was
sold by the said Richard L. Thomas, Thomas
Howard, whether they are not agreed to sell
to the said Hops and Howard, & they
to purchase of the said Thomas Howard
each $\frac{1}{5}$ part of said land back to pay
\$150 - ^{and were not excepted from as being payers} were not the said Thomas, Howard
Howard and Hops, partners in trade
in the ship yard: and that you will cause
each to account for such monies as he
has received belonging to the said firm,
and that you will cause the partnership
transaction to be fully settled up. that
you will if necessary decree that the
whole yard, house, fixtures and other
property belonging to the late firm should
be sold to pay the debts if necessary, &
if not necessary to pay the debts, then that
the said property be sold to make a
division, or a division in kind would
materially prejudice the rights and
interest of the parties interested - and that
the premises considered, you will make
any decree that may be necessary to protect
the rights of the parties hereunto entitled to
the property the Court is of opinion.

A. Albion J. J.

com complainant charges that after the making and acceptance of the said receipt, the said Hodge and Howard, considering themselves part owners of the said vessel, and partners in the said ship yard, held with you water one said Richard Thomas the said vessel, and enjoyed it in and respects as fully as if the contract had been fully executed and completed, but by negligence of all parties concerned, no action was ever given to the said land, nor have the said Hodge and Howard, or either of them, ever paid the said sum of \$150, in execution of the contract, and so the matter remained at the death of the said Richard Thomas, when the copartnership terminated, & the said Hodge and Howard now refuse to complete their contract by paying the money which they were bound to pay, say each \$150. Your water has been always willing on his part to execute the contract and make a deed, if they would pay the money agreed to be paid. But the death of the said Richard Thomas has made it impossible to have the deed made, and the contract carried into effect, without the aid of this Court of Equity. Your water further states that suits have been instituted against him and the said Howard and Hodge, by creditors of the said firm of J. W. W. & Co., and they may soon expect judgment to be rendered; the said Howard is considered insolvent and the personal estate of Richard Thomas

is incompetent to pay the individual debts of the said Richard Thomas. It is apprehended that the effects belonging to the copartnership of said Richard Thomas & Co. are insufficient to discharge the debts now outstanding, and under such circumstances it may become necessary upon a settlement of the concern, that the whole property belonging to the partnership, real and personal, should be sold, but such is the condition of things produced in part by a long and careless way of managing the affairs, that the accounts cannot be adjusted & settled up without the intervention of this Court of Equity. So that the aid of this Court is invoked both for the purpose of having the contract about the land specifically executed, & the partnership matter fully settled & adjusted, and the same parties being interested in all the matter, it is desired to present the whole subject to the consideration of this Court. In tender consideration whereof, your water prays that the said Joseph Thomas, Howard, Joel Kellman and said Richard Thomas, Sarah Thomas (the widow and daughter Anna Thomas the infant child of said Richard Thomas and his heir at law, may be made defendants to this bill, and be compelled upon their oath full and perfect answers to make to all the allegations aforesaid, as fully as if the same were herein again repeated & they thereto were particularly

$\frac{1}{3}$, together, or each $\frac{1}{6}$ part, and the said
Richard Thomas and you or at the
other $\frac{1}{3}$, or $\frac{1}{6}$ each, and to carry on
the business in that share & proportion.
Accordingly the said Joseph W. Jones
and the said Richard Thomas sent to
me giving a receipt to Mr. Hodge
to the following effect, and in the follow-
ing words and figures, to wit:

Recd of Mr. Hodge, the sum of thirty
five dollars in part for $\frac{1}{6}$ part of a
piece, parcel or tract of land in or
near the town of Smithfield, and now
known as the ship yard or rail way,
which sum will entitle him to a and
for $\frac{1}{6}$ part of said property or soon
as he shall have complied with the
provisions of the contract. J. W. Jones

Rich^d Thomas

which receipt is now in the hands of
the said Hodge, but in order to entitle
him to a and for $\frac{1}{6}$ part he was to
pay one hundred and fifty dollars
with the intent thereof, to the said
Thomas and Jones - and a contract
and receipt to the same purport &
effect was made, given and executed
between them and me who however are
of age, but some time afterwards, the
said Thomas left the town of Smith-
field and County of Ch. of Wight, in a
sudden manner, and abandoned the contract
as it is supposed, to be delivered up to
J. W. Jones herein after stated to be
the administrator of R. L. Thomas, the

receipt which he had, in like man-
ner from you or at the R. L. Thomas
about the said land, and from that
time to wit, the day of A.D.
he was considered as having abandoned
the contract and copartnership -
The said Rich^d L. Thomas departed this
life about the day of in the year
1841, while the copartnership was
in existence, and full belief was
before the County Court of Ch. of Wight,
he and his administrators with the said
summers, he having made his last
will which was duly admitted to record
in the County Court of Ch. of Wight,
but being a man of a bad character had no
effect ^{upon} his real estate - The said Rich^d
L. Thomas left a widow Sarah Thomas,
and an infant child daughter Anna
Thomas, of my tender years, -

You and my husband have to state that the
said Thomas, however, Hodge, himself
commenced operation as partner, and in
the style of Joseph W. Jones at the
said ship yard about the day of
A.D. 1839, they built a rail way
with fixtures, and made many valua-
ble improvements on the said land,
built and repaired vessels, expended
large sums of money, and collected some
considerable money, and some of the
debts due the firm are yet unpaid to
them, and some of the debt from the
firm are likewise due and unpaid.

To the Judge of the Circuit Superior Court of
law and Chancery for the County of De Kalb
Wight - humbly complaining, sheweth to
the Court, your complainant John Rogers
of the County of De Kalb Wight - that some
years ago to wit, in the year 1854, he
being the then simple owner of a piece
or parcel of land in the County of De Kalb Wight
near to the town of Smiths, and lying
between the town lots of George A. Thomas
and Francis Briggs, which
he had shortly before that time purchased
from Walter P. Wood, and intending
to establish a ship yard and railway
on the said land. & Thomas of said County
purported to your orator that he would
purchase from him one half of the said
real estate, and that they should become
partners in the contemplated ship yard,
they accordingly entered into the said
partnership, and your complainant
for the use of
say and of record in the County Court of
De Kalb Wight, conveyed to the said
Richard & Thomas, one moiety of the
said land, and appurtenances, -
soon thereafter, and before any business
was done by the said concerned, they
took into the copartnership two white
children, Thomas Howard and John
Hodge - it being agreed between them
all that the said Hodge and Howard
each, should purchase 1/6 part of the
said property each to pay \$150, so that
Hodge and Howard together, would hold

To the Judge of the Circuit Superior Court of Law
and chancery for the County of Allegheny - you
complainant Josiah W. Jordan of the County of Allegheny
of West - that at a Circuit Superior Court of Law
and chancery for said County held on the day
of October 1845, in the suit of Josiah W. Jordan
vs. J. M. Jeff. Hoag, Thomas J. Howard, and Thomas
and heirs of Richard L. Thomas, a decree was
pronounced whereby, among other things it is
adjudged and ordered that you orator pay
to James C. Jordan sheriff and exor. of the
said Richd. L. Thomas the sum of \$40.55

You orator does not mean to complain of the
sum so as of said pronounced, because
he is advised by his counsel, that what he
thinks is an equitable set off against the sum
sum found due to said Richd. L. Thomas,
sum: could not be properly adjudicated in that
matter because - it was not correctly before the
Court. - The sum of Richd. L. Thomas has caused
an execution to issue against the goods &
chattel of you orator into the hands of the sheriff
having the execution has come for the said sum
of \$40.55

and costs of - has called on you orator &
threatened to levy his execution upon the goods
and chattels of your complainant. - The
complainant supposes that it will be unjust
to allow his property to be taken and sold to
satisfy an execution against him in favor
of the estate of Richd. L. Thomas, when he is pre-
pared to show that the said Richd. L. Thomas

order to the sum of \$47.77 1/8 you orator share of
the indebtedness of N. L. Thomas as partner from the
act of the decedent say \$40.55 - and the balance of
\$7.22 1/8 due to you orator - the firm of Smith & Jordan the
is insolvent, there are no assets in the hands of the
said partnership to pay the debts of the company, &
it is unjust it seems to your orator that he should
be compelled to pay the amt. of the error! especially
when he is a creditor of said Thomas - he therefore
prays that the said James C. Jordan and B. Dight
- forth the wrong into other hands the error. has
come and see others he is restrained from enforcing
the said execution, that it be enjoined till the
claims can be properly adjusted, that the said
James C. Jordan assign of N. L. Thomas ~~sum~~
N. L. Thomas assign of N. L. Thomas by master
and defendants, be compelled to answer this bill,
and that you will make any order for his
relief that may comport with equity. The said
Smith & Jordan offer her an ~~affidavit~~ copy of the
decree of said court, and of the execution to be made
pursuant of this Bill do and as in duty bound she
will pray -
A. Attorneys p. 5

Isle of Wight County Sec. This day came before the
subscriber a justice for said County, Smith & Jordan
who made oath that the allegations in the foregoing
Bill are true so far as they depend on the knowledge
of himself and that so far as they depend on the
knowledge of others, he believes them to be true -
Given under my hand and seal this 27. day
of November 1845.

M. Womble J. P. (Sp)

Injunct. awarded on the usual
terms.

Rich. D. Baker

To the clerk of
Isle of Wight C. S. Court

Dec. 22. 45.

Hoags 3 suppl. Bill
H. 3 Chy

Indian, Hawaiian Okinawa

~~This may be considered
a petition or bill
or may be proper
to be filed~~

This may
become a supple-
mental Bill, if one
is proper to be filed
as the
attorney for Mr. Green

the said court, upon a calculation contained in statement A. filed in the original papers -
 proceeded to adjust ^{the} between the several partners according to their respective shares or interests.
 and therefore decreed, that (to equalize the loss between the said members as aforesaid, and with reference
 to their several claims) - (Jordan ~~vs~~ W) should pay to Lepe Hodges the sum of \$138.88

And Jordan " " R. L. Thomas admr. \$ 40.55 -
 and that that Thomas G. Howard (admitted by me to be insolvent) -
 should pay to Lepe Hodges the sum of \$ 141.53.
 " Howard pay " R. L. Thomas admr " " \$ 111.41 -

for which executions issued, but as will appear by office copies of the same heretofore filed
 or to be filed - and by the returns thereon, the executions in behalf of your orator and he
 believes in behalf of Thomas admr, against the insolvent member Thos. G.
 Howard, have been totally profitless and unavailing: and your orator further
 sheweth, by ^{his petition} ~~way of supplement~~, to your honor, that by the said ~~case~~ decree, in not provid-
 ing for the insolvency of S^r Howard, the whole loss occasioned by his delinquency
 is made to fall and does fall, altogether on your orator and the estate of Rich. L. Thomas
 or: ^{contrary} to the interest or share of them or each of them in the said partnership
 business or stock, and in opposition to the principles recognized in said proceeding.
 When in truth and in justice the same should be sustained by each partner in the proportion of
 his interest in the said Partnership. your orator alleges that upon the principle of justice and
 equity, (as will appear by calculation on statement herewith filed and marked "B" and prayed
 to be considered as a part of ^{his petition} ~~his supplement~~ -) the portion of the loss which your orator
 and Jos. W. Jordan, and James C. Jordan who is admr of R. L. Thomas es. should bear
 of the amount: to wit of \$141.53 of the execution of your orator against Howard is as follows.

Jos. W. Jordan, being 2/5 th thereof equal to his 3 rd interest in partnership is	\$ 58.56	in (no 5) of statement "B"
R. L. Thomas admr portion. do " 1/5 th do - do - "	\$ 58.56	
Hodges' loss in the same 1/5 th equal " 1/5 th do - "	28.33	
	<u>\$ 141.55 -</u>	

so your orator is entitled to a decree against Josiah W. Jordan
 as his portion of the loss in consequence of Howard's insolvency, for the above sum of
 \$ 58.56: And as against James C. Jordan admr of R. L. Thomas, also to the
 sum of \$ 58.56 minus the proportion of your orator in ^{the} apportionment of the loss on
 execution in favour of them as against Howard: to wit \$ 8.29 which leaves a balance
 due your orator of \$ 58.56 - (minus) \$ 8.29 = \$ 48.37 from S^r Thomas estate: thus as per statement
 "B" (no 6): R. L. Thomas execution of Howard (to be apportioned) is \$ ~~141.55~~ \$ 141.55
 Thos as own loss - being 2/5th thereof corresponding to his 3rd interest in Partnership is \$ 115.56
 J. W. Jordan's do - 2/5th " " " 1/3 do - do - \$ 16.56
 and Hodges' do - 1/5th " " " 1/5th do - do - 8.29
~~251.41~~

add to the decree formerly pronounced, upon the principle herein set forth
 and the said cause be set down for further directions to
 your orator prays, that the said original suit, and decree may be so confirmed &c; that he may
 have, there being no final decree in the said suit - the fruits and benefit of the decree
 contemplated by the institution thereof &c: that this honorable court will grant a decree
 for the sum of \$ 58.56. with int. from ^{against the said Jos W Jordan, and the}
 sum of \$ 48.37. against the admr of S^r Thomas estate. and all other & necessary relief
 fit and proper in the premises: that the said, ^{Jos. W.} Jordan, and James C. Jordan admr of R. L. Thomas
 may be compelled to answer ^{his petition} ~~this bill~~ ^{and grant the sum of \$ 141.55} &c:

Lepe Hodges -
 R. H. Hildreth P^r.

To the honorable Richd. H Baker judge of the Circuit Supr Court of Law & Chy.
for the county of Isle of Wight, in Chancery sitting. Humbly complaining sheweth
unto your honor (~~that~~) your orator Jesse Hodges (~~By this his bill~~ ^{petition} ~~filed in the~~ ~~supr court~~ &c &c). That sometime ago, at July Rules, 1843, a suit was
commenced, by an original Bill, filed, in this honorable Court, by one Josiah W Jordan
against your orator, Thomas G. Howard, and Joel Holliman and ~~with~~ ^{with} Bill annexed
of one Richd. L Thomas &c. and afterwards on the suggestion of the death of J^d Holliman, was
revived and continued against one James C. Jordan ~~admo de bonis non~~ ^{admo de bonis non} of J^d R. L Thomas estate.
and your orator may further say, (that, for purposes through which have probably no connection with
the object of this his ~~supr~~ ^{bill} suit) - one Sally Thomas the widow, and one Anna Thomas, the
only infant child, of J^d R. L Thomas &c. were also during the progress of that suit made
parties thereto, all of whom, your orator believes, answered the said Bill. your orator further
states and charges, that, about the year 1839 - a copartnership (as represented in said Bill & the
quest proceedings) was formed by the said Josiah W Jordan, Richd. L Thomas (in his lifetime)
your orator Jesse Hodges, and Thomas G. Howard - to carry on - under the style of Josiah W.
Jordan & Co. in the town of Smithfield in s^d county of Isle of Wight - the business
of ship, or vessel building, repairing & cleaning vessels &c. and all other similar matters
usually performed & transacted, for gain and profit, at "Ship Yards"; and that, as the said original
Bill further sheweth - the said business was deemed unprofitable, and the subsequent death of
Richd. L Thomas which, taking place about the ^{late of} year 1841 - had dissolved the said firm of Jos W.
Jordan & Co. and one of the said partners to wit: Thomas G. Howard was (as charged & well
known to be) hopelessly insolvent - prayed an account of all the circumstances & trans
actions of said firm, with the view of winding up, or closing the same, and
ascertaining, and adjusting the indebtedness of the firm, as between the
several individual members of the same. your orator further charges that, as is set
forth in said Bill - that the interest ^{or share, or proportion} of each of said members in the said firm was as follows: to wit:

Josiah W Jordan 1/3^d; Richd. L Thomas 1/3^d; Jesse Hodges (your orator) 1/8th; and Thomas G. Howard 1/6th.

That a decretal order was pronounced (upon the hearing of the cause) directing an account (according
to the substance and prayer of said Bill) of the indebtedness of said firm, to its several mem
bers - which said account (having been returned by the Commissioner of Court, ~~and~~ ^{and} confirmed)
exhibited the following result: ^(to wit) "That the claims of each of s^d members allowed against the firm were
more or less as follows: Richd. L Thomas claim against the s^d firm was (per Report) - \$448.34

Josiah W Jordan	do	do	do	187.30
Jesse Hodges (your orator in this bill)	do	do	do	453.23
Thomas G. Howard	nothing	do	do	00.00

The total amt of indebtedness of s^d firm as between its several members and which - \$1098.87.

Thomas, ad
at $\frac{1}{3}$
Jordan
amuse

of the partnership transactions
something ought to be done
and owing to revive the
same state. He is ready
and willing to go into
a settlement of the affairs
as the court may direct
and asks that the parties
managing the concern shall
be required to render a
full account of the
management and exhibi
bit a full and perfect
statement of all the transac
tions so that it may
satisfactorily appear who is
the indebted parties.

Having thus occurred he
prays leave to be dis
missed with his costs
Or in this behalf ex
pended.

Teste

John J. Sullivan

Witness to wit

This day said defendant
personally appeared before me a justice
of the peace in the county of [unclear]
and made oath that the foregoing
account is true according to the
best of his knowledge & belief.
Given under my hand this 10th
day of May 1843

Wm. B. Purdie J.P.

The answer of Joel Williams
advers of Richard L. Thorne, said
to be, here exhibited against him
and others in the respect of the
prayer by Joseph M. Jordan

This respondent having & receiving
the for answer to said bill or for
as much as he deems it neces-
sary for him to answer, answer
and says that he is the owner
of Richard L. Thorne, said, that
he believes in the lifetime
of the said Thorne, there was
a partnership existing between
him, and the said plain-
tiff, and John Dodge and
Thomas Howard; that the
business was mainly con-
ducted by the other partners and
the books & accounts were in
the possession of the said John
Dodge. That the said Dodge
and Jordan received all
monies due to the firm
without accounting to the
said Thorne. That the respon-
dent paid and accepted the pay-
ment of his interest claims
against the firm for a
large quantity of timber
and labour furnished to
the firm, and on a
fixed and proper settlement

Kodgy

adly

Indian answer

filed by court

a.a.

Sept. 4th 1843 answer
filed by court

This answer is
substituted by
consent, by the
answerer filed
the 26 July 1845
by court

a.a.

Sup. Ct. ch.

sum with entitle him to a due proportion
sixth part of said property, & soon
as he shall have complied with the
provisions of the contract

Shipp. Mt. Court for 18 Jrs. and
wa. Richard L. Thomas

all which will appear by reference
to the said receipt hereto annexed,
marked A. and is to be taken as
part of this answer.

Now respondent proceeded to work
upon said ship yard, and has as
he conceives much more than
paid the said \$150 his proportion
and the said ship yard & copy
is largely indebted to him, as he
is prepared to show, when the
account shall be made up &
settled which he offers to do.

Isabel Wright County to wit:

This day Ipin Rogers appeared before me and made
oath that the facts contained in the above answer, were true
& correct. Given under my hand & seal this 31. day of
August A. D. 1843.

J. N. Pender J. P. Pender

With Judge of the Circuit Superior Court
of Law and Eq: for the 1st of May 1860.
The answer of Jeph Hooze, to the bill
of complaint against him & others in
the said Court exhibited by Josiah W
Jordan - This respondent saays &
for answer, says he is a ship carpenter
by trade, and came to the 1st of May 1860
some years ago, and entered into
an agreement with the plff. Jordan
and Richard Thomas who even the
joint owners of a ship yard, or land
near the town of Ben Smith where
they intended to establish a ship yard
of some importance - Hooze says and
between said Jordan & Thomas & Hooze
respondent that he should ~~pay~~
have 1/6 of the ship yard, or piece of
land for \$150, and the said Jordan &
Thomas executed a paper in the follow-
ing words, and figures, to wit:

§35. Whereas the 3: 1860 - R. J. of the
Jeph Hooze, the owner of the said ship yard
in part pay for one sixth part of a
piece of land in or near the
town of Ben Smith, and now known
as the ship yard, or rail road, which

This respondent receiving &c. for answers and says that he is a Ship Carpenter by trade, and came to Mississippi in the fall of 1838, at the instance of one Josiah W. Jordan & Rich^d. L. Thomas; and for them worked in erecting ^{Rail}ways on a lot of land in the town of Mississippi; at the price of \$~~5~~⁷ ^{per day & board} ^{until the Railway was completed & then \$2.00} ~~per day & board~~. In January 1840, the J^o. Jordan & Thomas being owners of the^d Lot & Railway, proposed to sell one sixth thereof to this respondent for the sum of \$150. and furthermore when this respondent had paid the said sum of \$150, he should be entitled to a deed for the same, & upon ^{upon} the execution of said deed, he was to become a partner in the Railway, upon terms of receiving \$2.00 per day as a workman, and being to be entitled to 1/6 of the net profits & responsible for 1/6 of the liabilities &c, but ~~until~~ ^{the} such execution of the deed, and the consequent formation of the partnership, this respondent was to work in the ^{Ship-}yard as a workman for the sum of \$2.00 per day - and notwithstanding the following receipt -

No money was ~~entirely~~ ever paid by this respondent to the S^r Jordan & Thomas - and he afterwards delivered up the same. and as he never paid the said sum of £180, or any part thereof, with reference to his contract for so doing, said never conceived himself a partner in the S^r Sheppard or Railway, and such he conceived was the understanding of the S^r Jordan himself - That being the principal workman, he, ~~with the~~ though totally unacquainted with the principles of book keeping, or even ^{the} accounts of a large transaction or business

#35

February the 3rd 1840 Received of Mr Jesse Hodges
the sum of thirty five Dollars in part pay for
one sixth part of a piece parcel or tract of land
in or near the town of Smithfield, and now
known as the ship yard or rail way, the said
sum, will entitle him to a deed for one sixth
part of said property as soon as he shall have
complied with the provisions of the contract

(Jesse Wright & Co)

J. W. Jordan

Richard L. Thomas,

Rogers

Jan

A

Jan

Rogers &

as libel

Thomas (an infant)

ad.

Dr. W. Gordon

Amherst

To the Judge of the Circuit Superior Court
of law and chancery for the District of
Columbia - The answer of Maria Anna
Thomas an infant child of Richard Thomas
decd. to the bill of complaint in the
said Court exhibited against her
and others by Josiah N. Johnson -

This defendant Maria Anna Thomas
answering by Mathe. P. Young who
has been appointed guardian ad
litem in said cause - says that
a minor says, she is of very tender years
and entirely ignorant of all the
matter and things stated in the bill
of the complainant. she accepts
strict proof of the allegations of the
said plaintiff, and submits her
rights to the care of this Honble Court.
without that she - she prays her
costs be dismissed with her costs in
this behalf sustained &c.

(Signed)

M. P. Young &c.

Thomas' corner.

at. 3/4 Union

London

May 4th 1846 facing
Count of Sartre.

Carver's bill & counter

A. H. Hildgrees

C. B. Hildgrees

The answer of James C. Jordan admr. de bonis and with the will annexed
of Richard L. Thomas ex: to the Bill filed against him & alij by Jos. W. Jordan Compt.
Complainant &c.

The said defendant (respondent) now, and at all times hereafter, saving &c:
says, that it is true as alleged in Bill of Compt., that in a decree pronounced, at
the time specified, in the case mentioned, it was ordered (amongst other things)
that the said Compt. Jos. W. Jordan pay to the defendt. as admr. of R. L. Thomas
the said sum of £40. 5/- for which this respondt. sued out execution (not then
tendered to or as Complainant alleges) - which was levied on the goods &c: of
said Jos. Jordan, Compt., and for the objects contemplated by the said decree, the said
Jordan (the Compt.) - had executed his delivery bond before he thought
of, or at least before he presented his Bill of Exemption.

This respondent further says, that he should deem it unjust to grant the relief
prayed for the Bill, as well from facts in his own, as in the knowledge of the
Complainant himself. In the first place he denies, supposing that the debt
of £280. 0/- was p^d. to Thomas & Adams in the manner set forth by the Compt.,
that in consequence thereof, that the respondent's testator, or his estate would
owe to Compt., the sum of £47. 11/- unless the contemplated ~~that the~~ +
insolvency of Howard was to be borne only by Thomas's estate, and none
by himself. - admitting then the insolvency of Howard as alleged, it
will appear, as explained by a statement marked 'I', containing the
calculation of this & other matters intended to be introduced in this
answer, and to be taken as part thereof - that the portion which would
be due Jordan from R. L. Thomas would be the sum of £28. 0/-
instead of £47. 11/- as is claimed in the Bill - for if Howard be, as
he is, notoriously insolvent - then the said debt of £280. 0/- should
be p^d. by Jordan, Hodges & Thomas, in the ratio corresponding
to the interest of each of them in the Partnership: to wit: R. L. Thomas
R. L. Thomas - 5: Col. Jordan 3: Hodges 4: Howard 4: But Howard
being insolvent - Then Thomas would be bound for 3/5^{ths}: Jordan 2/5th and
Hodges 1/5th for this relation corresponds exactly as between these three
as 4/3 does to 1/3 when four (4) partners are considered - and this
principle governing the calculation made per statement 'I' gives
the sum of £28. 0/- as the portion due from this respondent's testator

To Jos. W. Jordan, instead of the sum of \$47.75. claimed in his Bill. Furthermore, in the said decree pronounced as aforesaid in the suit of Josiah W. Jordan et al. R. L. Thomas adm. &c. Hodges & Haran it was ordered that Haran pay to the Estate of R. L. Thomas dec. the sum of \$41.49. Now it is obvious that the insolency of Howard (for an execution was issued to him and returned "nulla bona") - should be borne by the other partners according to the interest of each. Then as by the said statement "I. Jordan (Jos. W.) will have to bear as his portion thereof, the sum of \$16.59.3/4. Again the rent for the year 1842 of the s^d "shop yard" of which this respondents testator owned one half - is in part as this respondent is advised, still due ~~from~~ from the said Jos. W. Jordan who rented of Jas. Thomas representing that interest - the said Thomas' half. The "yard" rented by Jordan for \$150 - of which \$75 was the right of Thomas - he, Jordan had p^d only \$50 - so the said Compt. still owes R. L. Thomas estate the sum of \$25.00 with two year interest. And for the three years following he has also rec^d the sum of \$145. of Hodges - whether any portion of this shall go to respondents Testator, is a matter for the Court to determine. Furthermore - There is, as your respondent is advised - the whole of the Chattel property - consisting of ropes, blocks, Jack screws &c. belonging to the s^d Firm of Jos. W. Jordan & Co. - which is now in possession of s^d Complainant himself; or at least more than the half thereof - This property your resp^t is informed cost near \$200. he is told it ~~is~~ (now) would not sell for more than \$50. how he can not say, = so by the very lowest valuation the said Complainant has of this Chattel property at least \$30. so that adding together these several items, the Complainant stands indebted to R. L. Thomas estate about \$170. against the claim of \$28.00 which he alleges & claims in his Bill: and the difference would be in addition ^{to} the s^d execution of \$40.55 - of the Complainant, which he seeks to offset & enjoin - your O^rator respondent is informed by the Complainant that there are debts now against the old Firm, which he designs to discharge by the proceeds of the sale of this property &c. but your respondent avers, that as he is informed the said

in his hand, Complainant has now assets, or funds belonging to the old Firm. How much it is impossible for this respondent to say, until the said Compt. shall render some account of ^{the} business since he took charge as surviving partner. Your respondent avers, that individually he has no interest in the matter, but he conceives it to be his duty to the estate of Thomas' committed to his hands - to protest against the relief sought for, for as he has shown, the 1st Compt. will be indebted to R. L. Thomas estate more than or about \$40 - after allowing the claims designed to be offset in the Bill, and independent of the execution of \$40.55, referred to in the 2^d Bill. But also, to allow the offset would be settling one item of a long, confused partnership transaction - between only two, of four, partners, whose claims & counter claims, must necessarily affect & alter that very item or charge itself. No accounts can properly be decreed upon the structure this Bill and of course the interests of the others, nor can the claims of R. L. Thomas estate, be properly in this suit, ~~be~~ presented to your honor, and yet they are connected with + the very item set forth in Compt. Bills. And until this is done, this respondent must grope in the dark, act without light or knowledge, and perhaps do injury & injustice to himself and his testator's estate - The Complainant - from the death of Thomas - as far as this respondent knows, has ^{had} the whole matter in his own hands, brought what suits he pleased - and by this present Bill gives only one fact, when he should present all - and must likewise be obvious to your honor, that ~~the~~ ^{the} settlement of this item of the contemplated assets as between the parties, must essentially depend upon the adjustment of the relative claims of each of the four partners. Hodges by the decree aforesaid pronounced at the full term 1841 - is entitled to an execution of \$44.65. to the (admitted) insolvent Howard - so your ^{her} will deem that some other suit - more comprehensive in its basis and structure & object should have been framed to do justice to all concerned without an increase of suits or litigation. As to the insolency of your respondents testator's estate as in the said Bill alleged this respondent cannot exactly admit - If there be no claims now outstanding of the estate and the two bonds of (about) \$100. (perhaps some cents) - making (about) the

Sum of \$212.00: which was the amt. of the proceeds of sale of R. L. Thomas' moiety of the "Ship yard" sold by the S^d Decree of Court - in which it is true Thomas' widow is entitled to dower, and which amt. of \$212.00 the S^d Complainant - well knew - ~~and~~ would be returned to Court and made subject (supposed) to the debts of S^d Thomas - the Complainant - knew this fact because he was (or was) entitled the same amount for the other moiety of same "Ship yard" and cognate facts to circumstances of the transaction - your respondent may therefore say that with the appropriation of said bond of \$100 - to the payment of the debts of S^d Thomas, his estate may not be dissolved: your respondents having thus set forth to the best of his ability, and as far as the nature of his relation with the S^d Thomas estate will allow - the above facts, grounds thereupon a decided objection to the relief sought for by S^d Complainant, and having answered, prays hence - to be discharged with his costs & expenses -

J. W. Jordan admt. R. L. Thomas

Geo. W. Jordan admt. R. L. Thomas

James C. Jordan admt. R. L. Thomas (with the full assent of the estate of R. L. Thomas &c. personally appeared before me, and made oath that the above facts, as set forth in his above answer set forth - are true to the best of his knowledge & belief - I am under my hand this 21st April 1845.

P. Drew. J. P.

A statement: "I. of Calculations referred to in Answer of Thomas. come to a Bill filed to him & also by Jos. W. Jordan

Claim of Thomas & Adams to Jos. W. Jordan & Co.: Amt. \$286.63

Portion of Jordan he owning $\frac{1}{3}$ in the Stock is = 95.54 $\frac{1}{3}$.

Do. " R. L. Thomas - do. $\frac{1}{3}$ " " " = 95.54 $\frac{1}{3}$.

" " Life Hodges - do. $\frac{1}{3}$ " " " = 47.77 $\frac{1}{3}$.

" " Thos. J. Howard " $\frac{1}{3}$ " " " = 47.77 $\frac{1}{3}$.

\$286.63.

Supposing Howard solvent

2nd

But suppose Howard, as he is, insolvent, then the debt of \$286.63 would fall upon Jordan, Thomas & Hodges in the same ratio, or proportion of their respective interest in the partnership stock: thus:

$\frac{1}{3} :: \frac{1}{3} :: \frac{1}{3} :: \frac{1}{3}$: Do Howard out of View:

Jordan (Jos. W.) - portion of the sum of \$286.63 would be $\frac{2}{3}$ = \$114.65 $\frac{1}{2}$

R. L. Thomas do. " " " " do. " " $\frac{1}{3}$ \$114.65 $\frac{1}{2}$

Life Hodges do. " " " " do. " " $\frac{1}{3}$ \$57.32

\$286.63

For \$114.65 $\frac{1}{2}$ is to \$57.32: as $\frac{1}{3}$ is to $\frac{1}{3}$: or as $\frac{2}{3}$ is to $\frac{1}{3}$

Now Jordan p^d one half of the debt (\$286.63) which was \$143.31 $\frac{1}{2}$

Subtract the amt. which he (as one of the three solvent) ought to have p^d. 114.65 $\frac{1}{2}$

Leave the excess or the sum of \$28.66 which

he can claim of Thomas' estate: instead of the sum of

\$47.77 $\frac{1}{3}$ as on his Bill -

Upon the same supposition Hodges p^d $\frac{1}{3}$ to wit: \$143.31 $\frac{1}{2}$

when he was bound for $\frac{1}{3}$ (Howard out of View subject is: 57.32.

and gives the amt. due him from R. L. Thomas admt. \$85.99

add to this the sum to be p^d Jordan. to wit: 28.66

\$114.65

and we have exactly the amt. due from Thomas' estate. in amt. equal to the amt. as above shown to be the portion of Jos. W. Jordan

So the Excess p^d by Jos. W. Jordan was the sum of \$28.66.

" " " " Life Hodges " " " 85.99.

Again:

The Decree in suit of Jordan &c. et. Thomas, Hodges & Howard - finds the

debt (on the adjustment of before: between the partners) - of \$41.49. to be due

from Howard to R. L. Thomas' admt. ... Apportion this \$41.49 between the parties

as follows =

To wit: The act of Execution M. Howard. returned
 insolvent = in favour of N. L. Thomas ad # 41.49 -
 2/5th Jordan's portion thereof # 16.59 $\frac{3}{4}$ -
 1/5 Hooges 8.29 $\frac{4}{5}$ -
 2/5 Thomas: Sols - 10.59 $\frac{3}{4}$ -
41.49

Executed June 31st 1873, on Lease Rodges, Leol Holleman
and Mrs Sarah Thomas by delivering a true copy of
the within to each person, Thomas & Howant
no inhabitant

H. Whitehead D., for
Benj. Drew shff

Jordan

n:

after in city.

Widger Kas.

To Widger Kas. 1873.

William by

Widger Kas. 1873.

not to be divided on

the infant.

a. c. 1873.

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU TO SUMMON

*Isaac Hodges, Thomas Howard,
Isaac Holliman a son of Rich^d. L. Thomas, Sarah Thomas
widow of Rich^d. L. Thomas (and Martha Anna Thomas an infant.*

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 *July* next, being rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *Isaac M. Lordaw*.

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 *June* 1843, in the 67th year of the Commonwealth.

N. P. Young Clk.

Yrs. Supper is at 10. Mr. Howard lives
in Paris more than 10 years past.

Jordan

vs. 3 Spas in Chy.

Hodges & Co.

= August
To Judge Ruler 1843.

Althausen p.p.

Executed by
delivering a copy
of the within on the 8th
of July 1843
Stephen J. Barron
R. G. Bayle Dyk
Shy

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Norfolk*

County, Greeting.

WE COMMAND YOU TO SUMMON *Thomas G. Howard*

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 ~~September~~ next, being Rule day, to answer a bill in Chancery in the said Court exhibited against *himself* by *Isiah W. Jordan*

and if *he* 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 *June*

1843, in the *67th* year of the Commonwealth.

N. P. Young Clk.

Swia a know ledge.

(writing)

protestantism
acc. 7. R. L. Thos

R. P. Gormy Ed. ad. ad. ad.

John Hodgins
Sarah R. Thoms

Prose

Thomys at

Other

to
take of

To the Esiah W. Allen and R
L. Thomas, Wm. Howard,
Wm. Hoogen, Nathl. P. Doy
so as letter to Martha and
Thomas and Sarah Thomas.
Take notice that at the Term
of the Court in Smith's
Wright County, on the first
Saturday in September next,
between hours of 8 o'clock
a.m. & 7 p.m. of same day, I
shall take the ^{depositions} of William
Wilson, ^{deponent} ^{for} & for ^{the} other, to
be made in the suit in the
Circuit Superior Court of Law
City of Wright, on the ch.
side, in which Esiah W. Allen
is plaintiff, & Richard Thomas
is defendant. Sarah Thomas, father
and mother of Esiah W. Allen
Esiah W. Allen
Aug 10. 1843

Mr. Thomas G. Howard - Take notice
that at the tavern of ^{dozen} John Morrison in
Smithfield Dist. of Wight County, on the
first ~~Saturday~~ ^{Saturday} in September next, ~~I~~
between the hours of 8 o'clock A.M.
and 4 o'clock P.M. of said day
I shall take the deposition of Willie
Wilson, regarding & bearing to this
to be read as evidence in the suit
in the Circuit Superior Court of Law
and Chancery of Wight County
in which Jacob W. Fordan is plaintiff
and others are defendants.

Teste
Jacob W. Fordan

Wight
County, Va. This day came
before the undersigned a Justice of the
peace for said County, Willie Wilson
who made oath that on the 21 day of
August 1853, he delivered a true copy
of the above notice to Chas. G. Howard
given under my hand & seal this
25 day of August 1853 -

Wm. H. Studie J. J.

(Seal)

The object of this Subpoena is to restrain and inhibit the
Coroner of Isle of Wight County, the said James C. Jordan
admor. de bonis non of Richard S. Thomas dead and
all others from having the execution in favor of
the said Thomas' admor. for \$40.55 cents against
the Plffs: Josiah W. Jordan or his goods & chattels or
if he dies, from selling the same Valas to restrain
the said admor. from transferring or assigning
the same & taking any further proceedings in the
cause until the further order of the Court.

Teste

N. P. Young Clerk

Josiah W. Jordan

(vs) J. P. in Chy.

James C. Jordan admor.
of R. S. Thomas vs

To Jy: rules 1840

The bond in this case
is executed
N. P. Young C.

Executed January 15th 1840 on James C. Jordan & Josiah
W. Jordan vs The Board of Inhabitants
North Lightfoot Coroner

THE COMMONWEALTH OF VIRGINIA,

^{Coroner}
To the Sheriff of Isle of Wight County, Greeting.

WE COMMAND YOU TO SUMMON *James E. Jordan* *admr. de bonis*
non of *Richard S. Thomas* *dec.* *Jesse Hodges* and
Thomas G. Howard

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 *February* next,
being Rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *Sosiah*
M. Jordan

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 *27th*
day of *January* 184*6*, in the *70th* year of the Commonwealth.

N. P. Young *clerk*

Jonah W. Jordan
vs. $\frac{2}{3}$ Spa: in Obj:

J. E. Leonard

To March rules 1846.

A. Atkinson

per.

Executed 14th Feb'y 1846 and
a copy hereof delivered
him -

John R. Kelly Dy
for Wm Tatum Shff
Norfolk County.

J. W. Murdaugh, printer, Portsmouth, Va,

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of

Norfolk

County, Greeting:

WE COMMAND YOU TO SUMMON

Thomas S. Howard

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 *March* next,
being rule day, to answer ^{*of Supplication*} a bill in Chancery in the said Court exhibited against *him* by *Sociab*
W. Jordan

and if *he* 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 *4th*
— day of *February* 184*6*, in the *70th* year of the Commonwealth.

N. P. Young Clk.

No 44, Jordan's ad. &
 paper:

The Club sup. &

Whip

Came to head under road
 left in 1843
 18 miles to

Jordan's ad.
 1843
 18 miles to

Jordan's ad.
 1843
 18 miles to
 and others

I have lived in or near the town of
Smithfield for the last ten years —

I know the said Jordan, Thomas
Hodges and Howard, I have worked in
the ship yard for the partners Jordan
Thomas, Hodges, and Howard — The partner-
ship consisted of J. W. Jordan & L. Thomas
Thomas & Howard and Levi Hodges —
Jordan and Thomas were equally concerned
and owned two thirds of the ship yard —
Hodges and Howard the other third —
The partnership carried on the business
of ship building and repairing — put up
all the fixtures necessary to a ship yard —
I worked in the ship yard and was usually
paid for my labour by Hodges — who I
understood was the superintendent — all I know
about the matter, I derived from the partners
afore said and my personal observation —
and further he says under

(Signed) Ezekiah Herring

Shelby County, Ind. this 2^d of
Sept. 1843, the first Saturday in
same month, the foregoing deposi-
tion of Ezekiah Herring was taken
before me a justice of the peace for
said county. J. W. Jordan (Ips)

The deposition of William B. Jordan taken on
the 2^d of Sept. at the house of Edwin Morris
— or in Smithfield Shelby County to
be read as evidence in the case in the
Circuit Sup. Ct. of Ind. & Ky. to Shelby County
in favor of J. W. Jordan & L. Thomas
is admitted to this — The deponent says
that he was the owner of the land now
called "ship yard" near Smithfield;
he took for the property when he sold
it the names of J. W. Jordan & L. Thomas
and conveyed it.

He lived near the ship yard to wit
within a mile, and the understanding
in the neighborhood was and he
believes it to be true that the firm
of Jordan & Jordan & Co. consisted of
W. B. Jordan, Levi Jordan &
Levi Hodges — the W. B. Jordan

Shelby County, Ind. this day
W. B. Jordan gave the above deposi-
tion upon his oath — sworn under
my hand and seal as a justice
of said county this 2^d of Sept. 1843.

J. W. Jordan (Ips)

The deposition of Hzekiah Berrington
of lawful age, taken at the town of Peoria
Illorison in Smithfield, County of Shelby
County on the first Saturday in September 1833
between the hours of 8 o'clock A.M. & 4 o'clock
P.M. of said day, to be read in evidence
in the suit in the Circuit Superior Court of Law
and Chy. for said County, in which Josiah
Jordan is plaintiff and Richard Thomas's ad-
verses are defendants. The said
Hzekiah Berrington — having been sworn to speak
the truth says and makes the following
answers to the following interrogatories —
1st Interrogatory — where have you lived for
several years past? Did you know
Richard Thomas, Josiah Jordan the plaintiff
and Dodge, and Howard, the two last
ship carpenters — and say what you
know relative to a co-partnership
between the said Josiah Jordan, Thomas, Howard
and Dodge, or any of them, respecting
a ship yard near to Smithfield?
which was any of them partners, if so
which of them?
Answer of said Berrington —

Levi Swattneys
Affidavit

N

The affidavit of Levi Gwatney of lawful age taken before me
Barth. Lightfoot Esq. in the Sup^r Court of Law & Chancery
for Isle of Wight. to be read as evidence in an account to be taken in
suit Jordan v. Howard & others - the Affiant after being sworn
said that he was present when a conversation took place between
Josiah W. Jordan (& Jesse Hodge. the foreman & principal work-
man in the Jackson Rail way Ship Yard) relative to repairs
to be put on the Sloop Augusta, then the property of said Jordan
that the said Jordan agreed to pay \$225. for certain repairs
to the said Sloop. Hodge continued that it would require \$250.
to complete the repairs necessary: to which last named sum
Jordan objected - Gwatney the witness was at that time about
to purchase said Sloop: & agreed to ^{pay} the \$25. to make
up the \$250 - & further saith not -

Mar. 27. 1844 -

Levi Gwatney

///

Jordan
vs ³ Sir Chauncy
Hodges & al.

October 5th 1844
report returned & filed

Amount of monies received by Jeffe Bridges for work done

1840	By this sum for work done on the Jackson	174 81
1841	By " " on Octany Ann	80 85
	By " " on Bridgers Boat	9 43
	By " " on Byslins Lighter	102 35
	By " " on Carters Boat	202 33
	By " " on John's " "	20 53
	By " " on Gatto " "	17 00
	By " " on Greenies " "	85 42
	By " " on Mansfield " "	87 83
	By " " on Jordans " "	98 17
	By " " on Greenies " "	14 91
	By " " on Jordans " Augusta	250 00
	By " " on Weiss " Saltspring	502 85
	By " " on ditto " Augusta	57 09
	By " " on Cuttings " "	150 00
	By " " on Wilsons " "	801 37
	By " " on T. B. Jordans Lighter	20 00
	By " " on Purdie's Boat	20 00
	By " " on Briggs " "	303 33
	By " " on " Coaster	10 00
	By " " on Hynds " "	124 05
	By " " on Gordon & Son's " "	191 03
	By " " on Bentons " "	388 03
	By " " on " Beach	7 00
	By " " on " Coaster	34 00
	By " " on Bentons Boat	175 50
	By " for making David	2 00
	By " " on all vessels Boat	319 58
	By " " on Bost's " "	240 80
	By " " on Wrights " "	728 00
	By " " on Carrolls " "	80 00
	By " " on Thomas & Adams " "	733 75
	By " " on Wilsons " "	23 25
	Mont. carried forward	7807 90

in the Jackson Railway Ship Yard for 1840 & 1841.

Mont. brought forward 7807 90

1840	By this sum for Sawing done for A. H. Forsythe	54 10
1841	By " " on Shivers Lighter	15 00
	By " " on Whitehead " "	5 00
	By " " on Swallows Boat	48 48
	By " " on " the George	20 00
	By " " on Greenies Boat	19 35
	By " " on Greenies " "	113 20
	By " " on " the Victoria	59 41
	By " " on " the Jersey	25 72
	By " " on " the Jackson	132 98
	By this sum for bricks sold to T. B. Jordan	1 50
	By " " for Tar sold to J. C. Atkinson	1 25
	By this sum done for D. Jones	5 00
	By " " for S. G. Boylin & 25 for T. Moore 2 50	27 10
	By " " for T. Moore 10 75	10 75
	Sum	10 75
		8458 60

Of the above sum of \$8458.60 the following Accts. for work done in the Yard are still due & unpaid:

Guaranty & Warring	\$49.47
Sos. N. Atkinson	1.25
Sand. P. Jordan	1.50
Sherrill Godwin	19.35
D. Jones \$5. J. Moore \$10.75	15.75
T. Moore 2.10. S. G. Boylin \$25	27.10
J. Bush	99.71
	2141.3
	\$8244.47

Amount of Expenditures by Sigsbee & Co. foreman and
 1840 To amount expended for hire of hands in the
 Year to the 31st of December 1840 38 151 97
 1841 To paid R. Nash 410.88 p^r C. Davis 37.75 148 03
 " paid W. Foster 31.73 p^r D. Williams 57.18 108 91
 " paid Whittlesly 45 15
 " paid W. Stephens 0.00 p^r Harding 01.02 07 02
 " paid J. Willis 09.75 p^r M. Gidding 2 71 75
 " paid B. J. Gray 47.80 p^r J. Paul 104.90 212 70
 " paid S. Rickman 110.32 p^r J. Purvis 03.17 182 49
 " paid W. Chapman 12.50 p^r J. Walker 125.98 138 38
 " L. Whittles 42.71 p^r W. Baker 50.49 99 20
 " paid An Jordan 50.00 p^r Rd Thomas 139.57 189 57
 " paid Mr. Marshall 07.19 p^r M. Tynes 12.24 79 40
 " paid W. Benson 95.00 p^r W. Weston 214.10 309 10
 " paid J. Shelton 37.18 p^r W. Pinson 35.00 72 18
 " paid J. Jordan 86.33 p^r W. Battin 35.97 122 30
 " paid J. Henderson 39.37 p^r J. Davis 92.02 131 99
 " paid C. Nash 39.57 p^r R. Allen 10.02 50 19
 " paid J. Grant 12.50 p^r C. Bricker 0.00 18 80
 " paid C. Price 108.25 paid to Wm. M. 35.00 143 25
 " paid S. Crumpler 20.00 p^r Thomas Adams 303.84 353 84
 " paid B. J. Gray 303.62 p^r J. Whittles 15.00 318 03
 " paid for hire of hands in the Year to Dec. 41 251 07
 " paid for book 1.25 p^r for nails 84 2 09
 " paid D. Hale 5.25 p^r Tynes 9.11 14 36
 " paid B. J. Gray 7.00 p^r M. Marshall 7.23 14 25
 " paid for nails 6.50 p^r M. Marshall 12.14 18 04
 " paid Chubb 2.90 p^r Gray 4 09
 " paid Tabb 2.75 p^r for Robin 2.03 0 38
 " paid Stephens 2.25 p^r Griggs 0.75 9 00
 " paid B. M. M. 2.04 p^r Kid for Iron 12.36 14 40
 " paid Jordan 30.87 p^r R. Wall 2.50 33 37
 " paid C. Price 2.08 p^r for Tard Iron 10.13 12 21
 " paid for nails 35 p^r for Beam 5.40 5 77
 " paid C. Birmingham 0.50 p^r B. J. Gray 2.31 5 81
 " paid G. B. J. Andrews for frame 11 00
 " paid S. White 71.90 p^r S. Crumpler 94 72 90
 \$ 3939 22

4
 Principal expenditures for the Jackson Rail way Company
 1841 Amt. brought forward \$ 3939 22
 To paid Tho. Adams 19.15 p^r for Bacon 11.71 30 80
 " paid J. D. Curtis 10.00 p^r S. White 200.00 210 00
 + " paid for ~~beam~~ D. J. Bain ~~for~~ 53 41
 " this sum retained by Sigsbee & Co. for labor 94 64
 " paid Thomas Howard for labor 11.98 12
 " paid J. D. Adams 45.00 p^r Wm. 45.49 80 49
 " paid W. Chapman 3.30 p^r Enclosure 41.98 45 28
 " paid L. Whittles 15.10 p^r for Ward 11.88 23 04
 " paid Thomas Adams 28.40 p^r for Tard 10.00 38 40
 " paid J. W. Jordan on Centine acct 57 00
 " paid ditto on Wrights 170 00
 " paid ditto on Stone 91 03
 " paid ditto on Bentons 381 58
 " paid ditto on Wrights 200 00
 " paid ditto on Lammells 80 00
 " paid ditto on Hutchins 49 29
 " paid ditto on Bentons 80 00
 " paid ditto on Guelleys 25 00
 " paid ditto on Wilsons 92 05
 " paid ditto on W. D. Jordans 2 40
 " paid ditto on Carters 39 07
 " paid Richard L. Thomas in work on Secary arm 56 80
 " paid ditto in work by Tynes, Adams & Co. 11 74
 " paid ditto in cash of 53.00 p^r ditto on Bedford 99.93 62 83
 " paid ditto in Baptists acct 43 33
 " paid ditto on Marshalls 148 84
 " paid ditto on Tynes 124 63
 " paid ditto on Curdies 20 00
 " paid ditto on Wilsons 70 00
 + " paid ditto in Coal & Lumber 36 89
 \$ 8448 30
 Amt. paid out by Sigsbee & Co. \$ 8448 30
 Amt. rec^d by Sigsbee & Co. for work done 8244 47
 due Sigsbee & Co. \$ 203 83

Dr The Jackson Railway Company

1839.

Oct 28	To 1 1/2 days work of Peter & Richard at 24.	1 50
"	" paid Morris for lodging for Hodges & Neward	50
"	" paid Tom Lawrence & John Wilson	1 43
Nov 3	" paid Bailey, John, Lewis & Archer Wilson	2 88
"	" " Services of Peter 3 days - of Richard 2 days	2 50
"	" 1 st Mails 90. Peter 50. 2 days service of Peter 90.	1 97
"	" 13 th " work of Peter & Coff	1 12
"	" 21 st " 3 days work of Peter 90. p ^r Tom Lawrence 60. 3. 37	4 87
Dec 28	" paid hand hire p ^r 4. 37. p ^r for strapping blocks p ^r 5.	9 37
"	" " 34 th Tallow p ^r 3. 40. Oil 75c. Ind. 75c.	4 90
"	" " 34 days work of Cyrus to this date	25 50

1840

Feb 5	" 337 feet of plank for the Jackson at 100.	10 12
"	" " 50 feet of Oak timber for keel & 10 feet for stem at 100.	7 40
"	" " 15 days boating by Cyrus on the Jackson & Tar	10 50
"	" " 98 th Penn 84 th 4 th of Penn at 40c & freight	7 93
"	" 11 th " 2540 feet of plank at 18 th Tar p ^r 5	81 20
"	" " 27 plank making 540 feet at 15 th	13 50
"	" 27 th paid Tom Lawrence	2 03
Apr. 16	" paid hand hire	1 02
"	" " 1743 feet of plank at 15 th 2 days service of Peter 90.	53 29
June 29	" paid Tom Lawrence 12 th	2 20
"	" " paid for Jack Lawrence	00 05
"	" " paid Dickson 60 th 90 th	100 45
"	" " paid Thomas Howard in '39 4 th at 100 th 100	75 00
"	" " 18 th Tallow	1 80
Sept 1	" 3395 feet of plank at 18 th 660 feet 3/4 5 th at 12 th	115 05
Dec 24	" 120 3/4 days work of Cyrus, carrying at 10 th	120 75
"	" Sawing done in the hand wharf hire	28 50

1841

Jan 18	" 3 broad axes at 15 th pit saw p ^r 6. files 100.	15 25
Feb 17	" 111 feet 1/2 plank at 18 th	2 33
"	" " paid M. Jordan: p ^r 30. 85 p ^r C. Edwin 97.5	105 85
"	" " paid J. Higgins p ^r 99. 29 p ^r C. White. p ^r 125. 18 22. 47	226 47
"	" " paid J. Chapman 33. 45 p ^r D. S. Bain	40 00 73 95
	Am't. carried forward	1237 33

In Account with Josiah W. Jordan.

1841		amt. brought forward	\$ 1237.33	1840	
Feb. 17	To paid L. Ashby 2.05 p ^r B. I. Gray	41.70	+4 30	Mar	
" "	" paid S. White 4.15 p ^r in number	49.32	53 47	Apr	
" "	" paid W. Weston 24.19 p ^r A. W. Kenworthy	20.86	44 85		
" "	" paid J. Smith 5.50 p ^r S. Chalmers	48.43	53 73		
" "	" paid J. Taylor 11.79 p ^r S. White	7.00	18 74	1841	
" "	" paid S. Cunningham 1.38 p ^r S. Coleman	72.02	74.00		
" "	" paid taxes 9.20 p ^r J. Stephens	64.13	73 39		
" "	" paid J. Smith 13.25 p ^r A. W. Kenworthy	14.31	27 50		
" "	" paid W. D. Jordan 42.00 p ^r A. W. Kenworthy	5.02	49 62		
" "	" paid S. White tickets 4.76 p ^r S. Wilson	82.00	86 76		
" "	" paid W. H. Stephens 9.12 p ^r A. W. Kenworthy	104.08	113 20		
" "	" paid W. H. Jordan 19.84 p ^r S. White & Clark	6.75	26 59		
Dec 23	197 days work of Cyrus & Co		197 00		
" "	due from		7 50		
" "	paid W. Wilson		3 84		

This sum balance due the Firm

19 16.
\$2131.34

Shuley
W. H. Jordan
W. H. Jordan

By this amt. for work on the Augusta	98.47
By this amt. for work on the	57 69
By this amt. for work on the	522 00
By this amt. for	3 09
By this sum received on Gordon & Son's acct	91 53
By this sum received on	39 97
By this sum received for mass & repairing	30 00
By this amt. for work on the Augusta	252 00
By this amt. for 18 feet of plank	72
By this sum received on	91 00
By this sum for 6 gallons Tar	1 18
By this amt. for 4	41 00
By this sum received on	85 00
By this sum received on	385 00
By this sum received on	378 00
By this sum received on	42 29
By this sum received on	92 15
By this sum for 2 Ship Laws	2 00
	2131 34

Due from Josiah W. Jordan to the Firm of
Jordan & Co

19 16

D^r The Jackson Railway Company

1840	To 100 days work of Willis at 4/10	79 50
"	24 days work by Lewis & Tom at 4/10	18 00
"	93 days work of Henry at 2/3	34 87
"	30 days work of Joe Dale	27 00
"	199 ¹ / ₂ beam of 15.22 ft to Price	25 32
"	1734 feet of plank at 5/9. 2711 feet at 3/6	158 00
"	paid to Weston \$11.81	11 81
"	68 timber trees at 6/1. Rep. paid 95	73 00
1841	" 113 days work of Willis at 4/10	84 75
"	62 days work of Jacob at 3/1	31 50
"	1 1/2 days work of Archer 81 by Joe & 43 by John	84 00
"	78 1/2 days work of Lorenzo at 3/1	39 25
"	2 hydropress mast	57 00
"	10 feet Oak timber at 8/6	3 20
"	amt. of Black Smiths bill by Henry	95 70
"	amt. of Deu bill	2 12
"	amt. of timber bill for Railway	139 82
"	2 prime mast of 30 ft. for hauling timber of 43	81 00
"	amt. of Black Smiths work done in Thomas's Shop	149 53
		<u>1184 33</u>

In Account with Richard L. Thomas

1840	By this amt. for work on Delany Ann	88 80
	By this amt. for work by Cyrus, Owen &	3 00
	By this amt. received on Bidgoods acct.	7 83
	By this amt. in cash	33 00
1841	By this amt. in cash	139 57
	By this amt. received on Baptists acct.	43 35
	By this amt. received on Marshall's "	148 84
	By this amt. received on Flynde "	124 65
	By this amt. received on Dennis "	20 00
	By this amt. received on Wilson's "	70 00
	By this amt. for Coal	14 90
	By this amt. for Sawing 1763 feet timber	21 93
"	By this sum balance Due R. L. Thomas	448 34
		<u>1184 33</u>
	Due from the Firm to Rich. L. Thomas	448 34

List of Claims against the Jackson Railway Company
presented before the Commissioners.

Sampson White bal. of bond \$ 52.74
Interest on do. from 13th Mar '44 till 18th May '44 52
\$ 52.36

John Hedges bal. for work &c Act. mark^d H \$ 147.45
do. bal. on acct. of monies advanced
on acct. of the Yard &c of foregoing Act. marked D 203.83
\$ 351.28

Archibald. Thomson Att. at Law for J. W. \$ 25.75

Archibald. Thomson for J. W. Jordan Act. \$ 10.25

Col. Holliman Adm. of Richard L. Thomas
bal. on settlement of Act. marked H 448.34

Due from J. W. Jordan to the Firm on settlement
of his Act. marked E 19.16

Commissioners Office April 17th 1844

Pursuant to an order of the Circuit Superior Court of
Law & Chancery continued & held for the County of St. Joe
on the 11th day of October 1843. & at the instance of the
Plaintiff a notice was issued on the 20th day of December
1843 appointing the 21st day of March 1844 last, at Edwin
McQuinn's Tavern in the Town of Smithfield, the time & place
for commencing the account, & order: the notice was
returned with service acknowledged by the parties, & is
herewith filed marked A.

On the day set the parties appeared & laid before your
Commissioners their books & papers relating to the Jackson
Railway Company. Time was taken by your Commissioners
for the examination of said books & papers from day to day
till this 17th day of April 1844 when the account ordered
was completed. The account of John Hedges the pre-
sent principal workman in the St. Joe Yard, showing the
amount of work done in the Yard, as well as the monies
expended by him for the Yard up to the 31st of December 1841
shows that the said Hedges expended of \$203.83 over and
above the amount received by him. The account hereto an-
nexed is marked D. at the foot of said account D. is a list
& list of accounts for work done in the Yard, amounting to
\$214.13 which are yet due & unpaid. The greater part of them
(as your Commissioners is informed) are disputed.

The account marked E. shows the amount of labour
& expenditures for the said Yard by Josiah W. Jordan, together
with the amount of monies received by him & of the work done
for him by the said Yard, which account shows the said Jordan
indebted to the Firm as the 31st of December 1841 \$19.16.

The account marked H. shows the amount of labour
& expenditures for the said Yard by Richard L. Thomas
together with the amount of monies received by him & of the
work done for him in the said Yard, which account shows
the Firm of Jordan &c. indebted to him \$448.34 the 31st
day of December 1841.

The account of claims presented by various persons against the Jackson Railway Company marked G amounts to \$918.14

Among the claims presented was one by Jesse Hodges for work done for work & done by him in the Ship Yard amounting to \$297.40 which balance is credited by said Hodges for \$150 for the rent of the Yard for the year 1843 leaving the sum of \$147.40 due said Hodges on account of work as aforesaid - which sum of \$147.40 added to the sum of \$203.83 due said Hodges for money advanced by said Hodges for the Yard makes the sum of \$351.23 still due him. The acct. of Hodges marked W is herewith filed.

The Plaintiff Jordan objected to the credit of the \$150 being placed to the credit of Hodges' account, & contended that he as the surviving partner rented the Yard for the year 1843 to Hodges, & that he Jordan was the person to receive the rent.

Hodges contended that the Yard belonged to the Firm; that the Firm was indebted to him in a larger amount, & that he had a right to place the credit to his account.

The Plaintiff Jordan contended that the said Jesse Hodges & Thomas Howard were partners in the said Yard with him the said Jordan & R. L. Thomas, that is to say Hodges & Howard one third, R. L. Thomas one third, & the remaining one third was owned by the said Jordan. That the said Jordan & Thomas sometime about '39 or '40 gave their receipt to Hodges & Howard for \$ in part of the purchase of one third of said Yard.

Hodges contended that the conditions as agreed upon between them were never complied with, & that he did not consider himself a partner in the Yard. The said Hodges produced a paper said to be written by J. W. Jordan to Jesse Hodges, proposing to sell the said Jordans one half of the Yard to Hodges, - the paper is without date or signature, but acknowledged before your commissioners by Jordan to be written by him - the paper is herewith filed marked G. The said Jordan also objected to the charge of \$250 for repairs done on the Sloop Augusta, he objected to allow more than \$225. & introduced Levi Swatney to prove the agreement as to the price - see Swatney's affidavit herewith filed marked N.

Barth. Lightfoot com.

Since the foregoing account was closed, Josiah W. Jordan presented a claim against the Firm, for money paid by him to the Sheriff of Isle of Wright County on an ex. in favour of Arch. Atkinson, against, the said Josiah W. Jordan & Jesse Hodges, joint obligors with J. G. Howard, & surviving partners of themselves & R. L. Thomas for \$145.02 from which sum, due from said Jordan to the firm of \$19.10 leaves \$126.46

due said Jordan

Jesse Hodges also produced a like claim paid by him to the Sheriff on said ex. for 145.02 which sum added to the sum due Hodges to wit \$351.20 make \$496.90 due Hodges \$496.90

Barth. Lightfoot com.

Commissioner fee
Time employed 42 hours \$42.00
charged to Ptt. J. W. Jordan
Isle of Wright County to wit,

Barth. Lightfoot this day made oath before me a Justice of the peace for the said County that the fee charged by him for this report is just & proper - Witness my hand this 3^d of Sept. 1844

Will W. Linder.

$$\begin{array}{r}
 463.23 \quad 188.56 \\
 187.30 \\
 448.34 \\
 4 \overline{) 1098.87} \quad 173.07 \\
 \underline{274.79} \quad \text{Hawaii} \\
 87.37 \\
 \underline{362.64} \quad 362.23
 \end{array}$$

Hawaii to pay Thomas' account p

Jordan

vs

Report

Storages R

Amount due Arch. Atkinson Atto. \$ 25.75
 " due A. Atkinson for J. W. Jordan \$ 10.25
 " due the Admor. of R. L. Thomas \$ 448.34
 " due Jos. W. Jordan & Co. of 1842 payments made for the firm of 1841 \$ 280.63

" due John Dickson on acct. \$ 79.42

Total amount of claims against the Firm up to 31st Dec. 1841. presented before your Commissioners - exclusive of the Interest on S. Whites bond \$ 1304.28

I am requested by Mr. Hodges one of the defendants to state, that in the year 1842 the Loft & Yard was in the possession & occupied by Josiah W. Jordan, (it being the year after the partnership ceased. that for the years 1843, 1844 & 1845 the Yard was in his possession, & he agreed to pay the following prices

for 1843 \$ 150.00
 for 1844 125.00
 for 1845 100.00

The said Hodges contended that he is authorised to retain the said Rents for the three years, amounting to \$ 375. as a credit to his account against the Firm that ended in December 1841. but your Commissioners is not advised upon that point, & begs leave to refer that to the Court. The said Jordan objects to the said Hodges retaining the said Rents and insists that the rents should be paid to him as surviving partner, & that the Commissioners should close the account of Hodges & the Company on the 31st of December 1841 - the year when R. L. Thomas died.

Josiah W. Jordan also desired your Commissioners to state that Richard L. Thomas died in 1841, & the Firm of which he was one, ceased to exist, at the end of that year: that after the death of Thomas & on the commencement of the year 1842, Josiah W. Jordan, Jesse Hodges & Thomas B. Howard were considered by the said Jordan as partners; that they occupied & used the Yard & for 1842, & the said Jordan

considering that the child and heir of R. L. Thomas was entitled to 1/3. of the rent, he paid \$ 50 to James Thomas Esq. of Martha Ann Thomas infant & heir of R. L. Thomas - that Howard sometime in the year 1842 was left out of the concern & ceased to be a partner.

that Hodges occupied the yard on his own account for 1843, at \$ 150. that for the year 1844 Hodges still occupied the Yard & at \$ 125. & that at the end of 1844 the said Jordan demanded the Yard of Hodges, who refused to give him the possession - the said Jordan offered it for rent for 1845, no bid was made, but Hodges said he would give \$ 100. & the said Jordan said he would give \$ 105. - The said Hodges still held the Yard against the will of the said Josiah W. Jordan, who contends that Hodges should pay for it \$ 125. - the said Jordan also desired your Commissioners to say that the said Hodges was one of the partners with him & R. L. Thomas from the beginning of 1840 up to the end of 1841, when Thomas died. (but as before remarked by your Commissioners, that fact is submitted to the Court.)

Barth. Lightfoot Commr.

Commissioners fee in this 2^d report
 Time employed 8 hours. \$ 6.00
 charged to Mr. Jordan.

Isle of Wight County Court

Bartholomew Lightfoot this day made oath before me a Justice of the peace for the said County that the fee charged by him for this report, is just & proper. Witness my hand this 19th of July 1845

E. Harrison J.P.

Isle of Wight County - Since the close of the foregoing account, your Commr. has ascertained that the sum of \$ 1.25 due from Jas. A. Atkinson on the former acct. for work done in the Yard, has been received from said Atkinson by Jesse Hodges: which leaves the Firm indebted to said Hodges \$ 401.98 instead of \$ 403.23 as previously ascertained.

Barth. Lightfoot Commr.

Commissioners Office, Isle of Wight County, July 19th 1845.

Josiah W. Jordan

against

Sepe Hodges, Thomas Howard, & others

Plts

In Chancery

Defts

Pursuant to an order of the Circuit Superior Court of Law & Chancery for the said County made on the 17th day of the May term 1845, I have convened before me the Defendants Sepe Hodges & the Complainant Josiah W. Jordan, & proceeded at different times to re-examine the account and Report made in this cause heretofore. Your Commissioner having ascertained that some payments made by Josiah W. Jordan were omitted in the foregoing report; he has now allowed to the said Jordan, the additional sum of \$ 60:84, which instead of making him a debtor to the Firm; of \$ 19:16, makes the Firm indebted to him \$ 41:68. Your Commissioner has ascertained that the charge in Hodges' account of \$ 11:74 paid Rich: L. Thomas in Perm, pitch & Tar, should be disallowed. & that the charge of \$ 36:89 paid Thomas in Sawing &c. allowed to Hodges; the sum of \$ 21:93 is erroneous. Therefore instead of Hodges being as appears on page 11- of the old account, a creditor of the Firm to the amount of \$ 203:83, the Company is indebted to him as Agent \$ 170:16 only, instead of the said sum of \$ 203:83.

Recapitulation

Amount due Hodges as Agent	\$ 170:16
" due ditto for work &c.	147:45
" ditto paid to Shff on execution	145:02
Due Hodges	<u>\$ 463:23</u>

Amount of Josiah W. Jordan's acct.	\$ 41:68
" paid by ditto to Shff. on execution	145:02
	<u>\$ 187:30</u>

Amount due S. White on bond	\$ 63:36
Interest on ditto from the 16th of May 1844	_____
	<u>\$ _____</u>

Jordan, Thomas & Co. No 1.
same as Hodge & Co.

Acct. due by Corv. report, ~~to~~ statement

Jordan, Thomas & Co. No 1.
same as Hodge & Co.

By Commission - May say
statement, the estate of R. L. Thomas, is
incapable to Hodge & Co. \$96.39.

But Hodge has effects belonging to
the old firm of the value of \$23.25
whereof he is to pay to the estate of R. L.
Thomas 1/5. That must be seen to
from the above indebtedness — \$9.30

Bal. due by the estate of R. L.
Thomas to Hodge & Co. \$87.09

By same statement. Report of the
Corv. the estate of R. L. Thomas is
found incapable to Litch & Jordan \$82.90

But Jordan has effects belonging
to the firm of the value of \$21.60
whereof Thomas is entitled to have
from him 1/5. — \$3.66

Leaving the amt. of found due
in favor of Thomas & Co. \$79.24
Bal. due from the estate of R. L.
Thomas to Litch & Jordan \$75.58

By same report, the estate of the
Litch & Jordan is found incapable
to Hodge & Co. \$56.69

And Hodge 1/5 of the amt. of effects
in Litch & Jordan hands — \$4.32

But Jordan is entitled to receive
from Hodge 1/5 of \$23.25 effects
in hands belonging to the firm — \$4.32
Bal. due by Litch & Jordan to Hodge \$51.71

London

in

Hooper &

statute

At -

begin with the
infl. of Com.

Statement of totals filed in the
 case of Jordan P. O. Rogers & Co as a part of
 the report of the Commissioner -

Whole amt. of debts existing between the parties
 Josiah W. Jordan, Richd. L. Thomas, Jap. Rogers
 and Howard & Howard -

Jordan owes		\$366.29
Rogers owes		183.14
Howard		183.14
Thomas		366.29
		<u>1098.87</u>

Rogers claims on parties is	\$463.23
his portion of debts	183.14
on Rogers	<u>280.09</u>

Jordan claims on parties	187.30
portion of debts	366.29
he to pay	<u>178.99</u>

Howard's portion	183.14
which he is to pay	<u>183.14</u>

Thomas owes on parties	366.29
of the affairs debt	448.34
his claims from	<u>82.05</u>
to receive	

so that Jordan is to pay Rogers	\$138.44
Jordan to pay Thomas's	40.55
	<u>178.99</u>

Howard is to pay Rogers	\$141.65
Howard to pay Thomas's adv	41.45
	<u>183.14</u>

Again: (No 6) Thomas' execution against Howard insolvent to be apportioned is $\$41.41$ -

Thus R. L. Thomas' own lob. hereof equal to $\frac{2}{3}$ is $\$16.58$

" Mr. W. Jordan do to make up to Thomas - 16.58.

" Hodges - portion of this to bear, and to pay to Thomas - 8.29

$\$41.43 =$ $\$41.41$ -

But as Thomas owes Hodges on the execution of Hodges to Howard, being Thomas' share of that debt to wit $\frac{2}{3}$ which corresponds with his $\frac{2}{3}$ Int. in the Partnership is $\$56.66$ and as Hodges owes Thomas, on Thomas' execution as above No 6) - that - amt = 8.29.

gives this upon subtraction the amt. owing on this whole indebted to Hodges - 48.37 *

h. which sum of $\$48.37$ due from Thomas: add the sum (No 5) due from Jordan: amt. 56.66

and we have here, as shown (in No 4) the amt. which Hodges has to receive $\$105.03$ - from Thomas & Jordan on account of Howard's insolvency after deducting or accounting for his own lob which is the difference between this sum of $\$105.03$ - and this amt. to wit $\$101.65$ the amt. of 1st execution:

Recapitulation: & proof

The decree gave execution for Hodges to Mr. W. Jordan and p^d off for this $\$138.44$.

" " " " Thomas to wit and p^d off - 41.41 -

The supplemental decree (in consequence of Howard's insolvency and the apportionment of that lob -) should give Hodges execution to Jordan see (No 5) this =

56.66

and the 2^d decree should give execution to Thomas to same see (No 6) this =

16.58

which corresponds exactly with Jordan's portion of the lob $\$252.23$.

as will be seen by the calculation in No. 3 of this statement.

So the whole matter will be adjusted by the Suppl. Decree giving

to Hodges to Mr. W. Jordan this sum - to wit $\$56.66$:

to Hodges to Thomas' admt. as No 6) * 48.37

to Thomas to Jordan - (No 5) 16.58.

State means (No 3)
with proper decree

Statement "B" showing the indebtedness of the members of the firm of Jos. W. Jordan & Co. made up from the Report of Compt. in the original suit between the Partners of said firm, to be appended to the Suppl. Bill filed in same cause - account No 11 R. L. Thomas & Co. claim (per Report) against the firm is - \$448.34.

" Jos. W. Jordan's	"	"	"	"	187.30
" Leffe Hodges	"	"	"	"	463.23
" Howard	"	"	"	"	000.00

Total Indebtedness of said firm as between its members is their sum - \$1098.87 - Now as Thomas and Jordan's portion or share in the said Partnership stock was each $\frac{1}{3}$ and Hodges & Howard each one ~~third~~ sixth ($\frac{1}{6}$) - then to apportion between Thomas, Jordan and Hodges the whole indebtedness (as Howard is insolvent) - the same ratio must be preserved, as exists between their several interests in the original Business. that is to say as $\frac{1}{3}$ is twice the value of $\frac{1}{6}$ - then $\frac{1}{3}$ is to $\frac{1}{6}$ as $\frac{2}{3}$ is to $\frac{1}{3}$ i.e. $\frac{2}{3} : \frac{1}{3} :: \frac{2}{6} : \frac{1}{6}$. Then

NO. 2) R. L. Thomas portion of $\frac{2}{3}$ of \$1098.87 = will be \$439.54 $\frac{1}{11}$ -
 Jos. W. Jordan's " " do - " " " 439.54 $\frac{1}{11}$ -
 Leffe Hodges " " $\frac{1}{3}$ - " " " 219.77 $\frac{2}{11}$ -
 NO. 3) Leffe Hodges claim of firm is \$463.23. } \$1089.87

his Hodges $\frac{1}{3}$ as per acct. NO. 2) - $\frac{219.77 \frac{2}{11} - \text{loss of. Hodges} -}{\$243.45 \frac{1}{11} - \text{to be made up to } \frac{1}{3} \text{ of } \$243.45}$
 Shows the amt. \$243.45 $\frac{1}{11}$ - to be made up to Hodges by Jordan & Thomas -
 R. L. Thomas claim of firm as above (NO 1) is \$448.34
 his Thomas' $\frac{1}{3}$ as per (NO. 2) - $\frac{439.54 \frac{1}{11} -}{\$8.89 \frac{1}{11} -}$
 Shows the amt. to be made up to Jordan Thomas -

Col. Jos. W. Jordan's claim of firm is as (NO 1) \$187.30.
 his Jordan's $\frac{1}{3}$ as per acct. NO. 2) is $\frac{439.54 \frac{1}{11} -}{\$252.24 \frac{1}{11} -}$
 which being subtracted leave this amount of \$252.24 $\frac{1}{11}$ which Jordan is to make up to the firm - Now as appears by this acct. NO 3) Hodges is to have \$243.45 and Thomas is to receive as above the sum of $\frac{5.79 \frac{1}{11} -}{\$252.24 - \text{total}}$
 which is exactly the sum Jordan is to make up -

NO. 4) The decree gave Hodges & Jordan an execution for this \$138.64. which
 taken from the amt. above to make up to Hodges $\frac{243.45 -}{\$104.81}$
 which shows the loss he has sustained by Howard - and to be made up by Jordan & Thomas: after subtracting his own portion of the loss $\frac{1}{3}$ by Howard: or $\frac{1}{3}$ of \$104.81 = \$34.94
 NO. 5) The execution of Hodges & Jordan to be apportioned - is \$141.65

R. L. Thomas' portion of this amt. (\$141.65) = being $\frac{2}{3}$ is \$94.43
 Jos. W. Jordan's - do - " $\frac{1}{3}$ - " \$47.22
 Leffe Hodges' portion, or $\frac{1}{3}$ of \$141.65 = 47.22
 carried over

Recd of St R Young Ch Feb 1870
Sup to the bonds filed by me in this
report - take collection account to
the last order in the case - of
Joanna Rogers &
Sum 4.15 9.

Wm C. Jordan Clerk

Com-Book

In pursuance of a decree of the Circuit Superior Court of Law and Chancery pronounced on the 22nd day of October 1845 in the suit of Josiah W. Jordan against Jesse Hodges & others and hereto annexed - I as Comr. in accordance with said decree did on the 6th January 1846, after having given the requisite notice expose to sale to the highest bidder on the terms directed in said decree, the real estate therein mentioned, called the Jackson railway, and Wm. H. Jordan and Willis Wilson became the purchasers by bidding therefor the sum of four hundred and fifty one dollars. The commission on the sale amounted to \$22.55^{cts} giving the net price three dollars which amount deducted from \$451 - leaves \$428.45^{cts}. The said Wilson & Jordan executed to me four bonds each for \$106.36^{1/4}^{cts} two of which bonds are due in six the other two in twelve months after date and secured by personal security & a deed of trust on the property - The Comr. has paid two of these bonds to Josiah W. Jordan and taken his receipt for the same - The other two bonds he brings in court, subject to its future order -

State ment Sale of property - \$451. ¹²

Comrs	\$ 22.55
Cash p ^d for notice or advertisement	3.00
	<u>\$25.55</u>

\$ 25.55
<u>\$425.45</u>

which is respectfully submitted

Wm. H. Jordan Commissioner

Jordan

m

Thomas' mnd. fee.

and

in J. Kelly

Jordan

m

Hedger fees.

Refy for J. B. Jordan

Cammt.

1849 July 6th. Received of J. B. Jordan a Cammt. appointed
for that purpose Seventy One dollars and Ninety five Cents, it being
One fourth part of the two bonds due the estate of my deceased
husband, for his half of the proceeds of the sale of the Ship Land,
which was allotted to me as my own estate, in lieu of dower in
the said property, under a decree of the Superior Court of Law
and Chancery for the County of Mississippi, pronounced on the
14th day of May 1849.

Sarah S. Thomas

Jessie Thomas

to be held by her as her own estate, in full satisfaction for her dower in the said real estate so sold.

That the said Commissioner take the receipt of the said Sally Thomas and file the same in his report to be made, and deposit the balance to be collected by him by virtue of the obligations aforesaid of the money in the Savings Bank at Norfolk to the credit of this suit.

The Court doth also adjudge, order and decree that Charles B. Hayden, who is appointed a Commissioner for that purpose take an account of the debts paid by Josiah W. Jordan and Jesse Hodges, or either of them as surviving partners of Josiah W. Jordan & Company, an account of the old firm of Josiah W. Jordan & Company, of which Richard S. Thomas and Thomas G. Howard were partners, as well as an account of the debts due to the said Josiah W. Jordan & Company collected by the surviving partners or either of them, showing distinctly how much of the assets of the firm of Josiah W. Jordan & Company has come to the hands of them or either of them; as also the sums of money paid by either to the said last named firm, including costs paid in this suit to the officers of this Court, specifying by whom and to whom paid, and by whom any of the assets have been collected and not accounted for. The said Commissioner is also directed to ascertain whether the sums decreed hereof in this suit against Thomas G. Howard to be paid to either of the partners, have been paid, and if not whether the said Howard is insolvent or not, and if so be insolvent then to ascertain the proportion that the partners, to wit Josiah W. Jordan, Jesse Hodges and Richard S. Thomas should contribute to make up the deficiency occasioned by the insolvency of the said Howard. The said surviving partners Jordan, Hodges and

Howard are directed to lay before the Commissioner a statement, showing what property, if any, belonging to the firm is now in the possession of either, the value thereof if used or appropriated to their use, or the use of either of them, at the time appropriated, or if sold the amount received therefor, and in order to ascertain such facts, the Commissioner is authorized to examine the parties upon their respective oaths, and to receive any other testimony that may be offered, and make report to this Court with any matters deemed pertinent by himself, or required by the parties or either of them to be stated.

C. B. H.

Date

J. P. Young & Co.

In Obedience to the foregoing decree of the Superior Court of Law and Chancery, I Josiah W. Jordan a Commissioner appointed for that purpose proceeded on the 5th day of July 1849 to collect the two Bonds which had been deposited in the Clerk's Office of the said Court amounting to the sum of Two hundred & forty seven dollars & eighty one Cents Principal & interest due to the estate of the late R. L. Thomas for the sale of the Ship Bond, and on the same day I paid to his widow Mrs. Sarah Thomas Fifty one dollar & ninety five Cents, it being one fourth part of the whole sum, as directed by the said decree, which she took as her own estate, in lieu of her ^{dower} in the sale of the Ship Bond, as will appear by her receipt herewith filed & attached hereto. On the 20th day of July 1849 I deposited in the Savings Bank in Norfolk One hundred and eighty five dollars and eighty six Cents the remaining three fourths of the whole amount of the said Bonds Principal & interest, to the credit of the suit of Josiah W. Jordan vs Josiah W. Jordan Adm'r of R. L. Thomas & same vs J. Hodges & others, agreeably to the said decree of said Court, pronounced on the 17th of May 1849, to be held subject to the further order of the said Court, as will appear by a certificate of deposit signed by the Cashier of the said institution, which is also filed and attached to this report. All of which is most respectfully submitted

Josiah W. Jordan Comm'r.
Oct 17th 1849.

Office Safe Savings Inst
July 20 1849

James C. Inman of Smithfield Conn: has this day deposited to the Court of the Suits of Josiah W. Jordan vs J. C. Inman Adm'r of R. L. Thomas & same vs J. Hodges & others the sum of One hundred & eighty five ⁰⁰/₁₀₀ Dollars upon a decree of the C. Supr Court of the said Court pronounced on said Suits 17. May 1849 to be held subject to a further order of said Court

Richd Wake Pay

At a Circuit Superior Court of law and Chancery continued
and held for the County of St. Francis in the 17th day
of May 1849.

Isiah W. Jordan

Compl't.

against

3 In Chancery.

James C. Jordan adm'r. de bonis non with the will
annexed of Rich^d. S. Thomas dec'd. and others. Defts.

(and)

The same

Compl't.

against

3 In Chancery

Esso Hodges & others

Defts.

By consent, these causes came on this day to be heard
together on the papers formerly read, and the report
of James C. Jordan who was a commissioner
appointed by the order of the 22nd day of October
1845 to make sale of the real estate therein
mentioned, and was argued by counsel; on
consideration whereof the Court doth confirm the
sale made by the said James C. Jordan and his
said report thereof. And the Court being of opinion
that the defendant Sarah Thomas widow of Rich^d.
S. Thomas in view of her age and other circumstances,
should receive of the net amount of her late
husband's proportion, one fourth thereof, doth further
adjudge, order, and decree that, James C. Jordan
the Commissioner aforesaid, do proceed to collect
the bonds of Willis Wilson, W. M. Jordan & A. J.
Spratley filed with his report, each being in the
sum of one hundred and six dollars (and thirty
six ~~and~~ ^{one} fourth cents; one of them with interest
from the 6th day of July 1840 till paid, and one other
with interest thereon from the 6th day of January 1847
till paid. That the said James C. Jordan pay to
the said Sarah Thomas, widow of Richard S. Thomas
one fourth part of the whole sum so to be collected

Jordan

no.

Hodges tab.

and

Jordan

} In chf.

no.

Thomas' adm. tab.

August 18th 1849 filed.

A

A statement of the amount paid by Jesse Hodges on account of the debts of the firm of Josiah W Jordan & Co as surviving partner of said firm

Amount paid Thomas & Adams on account of Josiah W Jordan & Co \$ 143.32

B

A statement of the amount paid by Josiah W Jordan on account of the debts of the firm of Josiah W Jordan & Co as surviving partner of said firm.

Amount paid Thomas & Adams on account of Josiah W Jordan & Co \$ 143.31

" " Costs in suit as Conkleing 2.71

\$ 146.02

C

A Statement shewing the amount received by Josiah W Jordan on account of debts due Josiah W Jordan & Co.

From A & B. B. B. \$ 8.75

D

A statement shewing the amount of costs paid in this suit by Josiah W Jordan on account of Josiah W Jordan & Co.

Amount paid Barth Lightfoot Comm \$ 48.00

" Clerk & Sheriff 16.29

\$ 64.29

E

A statement shewing the loss occasioned to Jesse Hodges by the insolvency of Thomas & Howard & of the respective shares of said loss of each solvent partner -

Amount of execution in favor of Hodges as Howard not satisfied on account of Howard's insolvency \$ 141.65

Hodges share of said loss $1/5^{th}$ - - - - \$ 28.33.

Jordan's do $2/5^{th}$ - - - - 56.66

Thomas do do 56.66

\$ 141.65

F

A statement shewing the loss occasioned to Richard L Thomas decid
by the insolvency of Thomas P Howard & of the respective share of
said loss of each solvent partner

Amount of execution in favour of Thomas Adams as Howard not
satisfied on account of Howard's insolvency - - - - - \$ 41.45
Thomas's share of said loss - $2/5^{th}$ - - - - - \$ 16.58
Jordan's do do do 16.58
Hodges do do $1/5^{th}$ 8.29 \$ 41.45

G

A statement of the property of the firm of Josiah W Jordan & Co sold
& appropriated by S W Jordan & of the value of the same

Amount of Sundry articles sold in Norfolk - - - - - \$ 16.35
Property appropriated - Work Bench - - - - - 4.00
" Block & Wheel - - - - - .25
" Pinches & Catch - - - - - 1.00
\$ 21.60

H

A statement of the property of the firm of S W Jordan & Co approp-
riated by Jesse Hodges & of the value of the same

2 Shovel Bars \$ 2.00 Leek \$ 5/- 1 Pair Screws \$ 15.00 - - - \$ 17.75
5 Augers \$ 1.50 - Grindstone Crank \$ 5/- 2 Crofs Put Saws - 2.50 - 4.75
1 Crow Bar 5/- 1 Push Bar 25/- .75
\$ 23.25

I

List of articles belonging to S W Jordan & Co in possession
of Jesse Hodges -

1/2 Broken Screws - 4 broken Augers - 30 feet Chain
Broken Iron Kettle - 2 Pitt Saws - One Broken do -

R

Jesse Hodges

In acc with Josiah W Jordan

To your share $(2/5^{th})$ of amount pd Thomas & Adams as per A - \$ 57.32 1/2
" my share $(1/5^{th})$ of amount received from A P Boykin as per C - 1.75
" your share $(2/5^{th})$ of my execution as Howard as per - E - 56.66
" my share $(1/5^{th})$ of property sold & appropriated by you as per G - 4.32
Cr \$ 120.05 1/2

By my share $1/5^{th}$ of amount pd by you to Thomas & Adams &c
as per Statement {B} - - - - - \$ 29.20 3/4
By my share $1/5^{th}$ of costs paid by you in this
Suit as per Statement D - - - - - 12.85 1/2
By your share $2/5^{th}$ of property appropriated
by me as per Statement H - - - - - 9.30
57.36 1/2

Balance due from Jordan to Hodges \$ 8.69 3/5 - \$ 120.15 1/2
L -

Josiah W Jordan

In acc with Richard L Thomas -

To your share $(2/5^{th})$ of amount paid by me as per {B} \$ 58.40 1/2
" do " costs in this Suit as per {C} 25.71 3/4
Cr \$ 84.12 1/2

By my share $2/5^{th}$ of loss on your execution as
Howard as per statement {F} - - - - - \$ 16.58
" your share $2/5^{th}$ of property retained &
sold by me as per statement {G} - - - - - 8.64
\$ 25.22

Balance due from Thomas to Jordan \$ 58.90 1/2 - \$ 84.12 1/2
M

Richard L Thomas

In acc with Jesse Hodges

To your share $(1/5^{th})$ of Thomas loss on execution as Howard as per {F} \$ 8.29
" Thomas's share $(2/5)$ of property appropriated by you as per {H} 9.30
Cr - By Thomas's share $2/5$ of amt paid by Hodges to Thomas & Adams as per {A} - 57.32 1/2
" " Thomas's share $2/5$ of Hodges loss on execution as Howard as per {E} 56.66
Carried over \$ 113.98 1/2 - 17.59

Richard L Thomas

M

In ac with Jesse Hodges

To this amt not over from opposite page - - - \$ 17.59
Cr

By this amt not over from opposite page - - - \$ 113.98 1/2

Balance due from Thomas to Hodges - - - \$ 96.39 1/2
\$ 113.98 1/2 - \$ 113.98

N

A special statement of balances between the solvent partners inclu-
sive of the \$ 50. paid by Josiah W Sordan on account of S W Sordan
& Co. to Dickson & Hipkins

Amount due from S W Sordan to Hodges as per R; \$ 68.69 3/4
Deduct Hodges share 1/5 of amt paid by Sordan to Dickson & Hipkins 12.00
Amount due from S W Sordan to Jesse Hodges \$ 56.69 3/4

Amount due from Richard L Thomas to S W Sordan as per L; - - - \$ 58.90 1/2
Add Thomas share 2/5 of amt paid by Sordan to Dickson & Hipkins 24.00
Amount due from R L Thomas to S W Sordan - - - \$ 82.90 1/2

Amount due from R L Thomas as per statement M;
to Jesse Hodges - - - - - \$ 96.39 1/2

Josiah W Sordan Plaintiff
against In Chancery -
Jesse Hodges & others Defendants

Pursuant to an order in the above cause made by the Circuit
Superior Court of Law & Chancery for the County of Isle of Wight
on the 17th day of May 1849 a notice was issued on the 6th day
of June 1849, appointing the 28th day of June ultimo at Edwin Mor-
rison's Tavern in the town of Smithfield for the time & place for
commencing the accounts ordered by said decree, which notice
was either served upon or acknowledged by the respective par-
ties as will appear by exhibits A; & B; herewith filed - On the

set the parties met at the place appointed & at their request
the taking the said accounts was adjourned to the 7th day of
July 1849 when they again met at the same place, where the
said accounts were commenced, & for want of materials their
completion was again adjourned at the request of parties
until the 4th of August 1849. The annexed statements from A to
H inclusive show the amounts paid & received by the solvent
members of the firm on the partnership account, & ascertain the
loss accruing from the insolvency of Howard & apportion the
same among the respective solvent partners. It appears from
the return of the sheriff on the execution issued as Howard under
a decree in this cause that the same was not satisfied & evi-
dence was produced at the taking of this account that the said Thomas
as P Howard has for some time been & is now insolvent - Accounts
R, L, M are the balances between the solvent partners inter se
& show that from the data included in this account (excluding the
property mentioned in P; in the possession of Hodges) Josiah W Sordan
is indebted to Jesse Hodges in the sum of \$ 68.69 3/4 -
Richard L Thomas is indebted to S W Sordan in the sum of \$ 82.90 1/2
& to Jesse Hodges in the sum of \$ 96.39 1/2 -
S W Sordan at the taking of this account filed a receipt showing that
he had paid to Dickson & Hipkins on account of Josiah W
Sordan & Co \$ 50, which he had failed to present to the former
commissioner which consequently had never been credited to
him. As it was the understanding of the parties that this account
was to be confined to transactions subsequent to the last ac this
claim was not included in the general accounts between the
solvent partners, but at the request of S W Sordan is inclu-
ded in a special statement N;
Jesse Hodges also presented the following receipts stating that
he was unable to say whether they were included in the former acs
in this suit or not & as there was no means of ascertaining this
fact, in consequence of the transactions between these parties the firm being
stated in general amount, not showing the items & as the parties to

whom part of the money was paid were debtors of the firm these receipts for money paid by Jesse Hodges on account of the firm are not included in this account but at his request are specially stated.

{1st} A Receipt for \$11.16 - due April 14th 1841 to Levi Gwaltney by J W Jordan & Co & paid June 24th 1842 by Jesse Hodges

{2nd} " \$1.72 due Oct 18th 1841 to A Hering by J W Jordan & Co & paid May 18th 1842 by Jesse Hodges.

{3rd} A statement from A. Hering showing that in May 1842 he received from Jesse Hodges on account of J W Jordan & Co \$18.77 due prior to 1842.

{4th} A receipt from Thomas & Adams for \$107.47 paid Jan 17th 1843 by Jesse Hodges on account of amount due by J W Jordan & Co in 1841--

C. B. Hayden

August 18th 1849

Commissioners fee \$10.-

Wm. Wright County: to wit:

C B Hayden this day made oath before me a justice of the peace for the said County that the fee charged by him for this report is just & proper - Given under my hand & seal this 18th day of August 1849.

B. Drew Seal

✓
Affidavit of Service of Notice
on Y G Howard --

Exhibit {A}
filed
with C B Hayden's Report -

A Copy

C B Hayden Commissioner

Isle of Wight County June 6th 1849.

The parties interested in the foregoing order are
hereby notified that I have appointed the 28th day
of June 1849 at Edwin Morrison's Tavern in the town of
Smithfield & County of Isle of Wight & State of Virginia, for
the settlement of the accounts directed by the foregoing order,
where the said parties will attend on the day aforesaid
between the hours of 9 AM & 9 PM with their papers &
proofs necessary for the settlement of said accounts. ^{If from}
any cause the taking of the said accounts should not be completed on that day, the taking of the
same will be continued from time to time until completed.
C B Hayden Commissioner

Norfolk County, to wit:

This day Mr Wm A Woodley
who is upwards of 21 years of age personally appeared before me
a Justice of the Peace for the county aforesaid, & made oath that
he did on the 11th day of June 1849 deliver to Thomas P
Howard a true copy of the above written decree & notice -
Given under my hand this 11th day of June 1849 -

John Nash JD

ceipt of the said Galt, Thomas & file the same with his report to be made, & deposite the balance of the money to be collected by him by virtue of the obligations aforesaid in Savings Bank at Norfolk to the credit of this suit; The court doth also adjudge, order & decree that Charles B Hayden, who is also appointed a commissioner for that purpose take an account of the debts paid by Josiah W Jordan & Leffe Hodges or either of them as surviving partners of Josiah W Jordan & Company, of which Richard L Thomas & Thomas G Howard were partners, as well as an account of the debts due ^{Said} the Josiah W Jordan & Company collected by the surviving partners or either of them, ~~as also the sums of money paid by either of them~~ distinctly how much of the assets of the firm of Josiah W Jordan & Company has come to the hands of them or either of them, as also the sums of money paid by either to the said last named firm, including costs paid in this suit to the officers of this court, specifying by whom & to whom paid & by whom any of the assets have been collected & not accounted for, the said commissioner is also directed to ascertain whether the sums decreed heretofore in this suit against Thomas G Howard to be paid to either of the partners have been paid & if not whether the said Howard is insolvent or not, & if he be insolvent then to ascertain the proportions that the partners to wit; Josiah W Jordan, Leffe Hodges, & Richard L Thomas should contribute to make up the deficiency occasioned by the insolvency of the said Howard, the said surviving partners Jordan, Hodges, & Howard, are directed to lay before the commissioner a statement shewing what property if any belonging to the firm is now in the possession of either, the value thereof if used or appropriated to their use or to the use of either of them at the time appropriated, or if sold the amt received therefor in order to ascertain such facts, the commissioner is authorized to examine the parties upon their respective oaths & to receive any other testimony that may be offered & make report to this court, with any remarks deemed ~~by the~~ ^{by the} ~~of them~~ ^{of them} to be stated

A Copy

Certe N P Young

At a Circuit Superior Court of Law & Chancery, con-
tinued & held for the County of Isle of Wight on the 17th
day of May 1849.

Josiah W Jordan } Complainant
against } In Chancery
James C Jordan administrator de bonis non with the
will annexed of Richard L Thomas dec'd & others
Defendants

and
The Same } Plaintiff
against } In Chancery
Jesse Hodges and others } Defendants

By consent these causes came on this day to be heard
together on the papers formerly read & the report of James
C Jordan who was a commissioner appointed by the
order of the 22nd day of October 1845 to make sale of the
real estate therein mentioned & was argued by counsel; On
consideration whereof the court confirm the sales made by
the said James C Jordan, & his said report thereof; & the
court being of opinion that the defendant Sarah Thom-
as widow of Richard L Thomas in lieu of her dower
in one half of the real estate sold, from her age & other
circumstances should receive of the nett amount of her
late husband's proportion, one fourth thereof, doth
further, adjudge, order & decree, that James C Jordan,
the commissioner aforesaid do proceed to collect the
bonds of Willis Wilson, W H Jordan, & A G Spratley filed
with his report each being in the sum of one hundred
& six dollars & thirty six & one fourth cents, one of them
with interest from the 5th day of July 1846, till paid &
one other with interest thereon from the 1st day of January
1847 till paid; that the said James C Jordan pay to the
said Sarah Thomas widow of Richard L Thomas, one fourth
part of the whole sum so to be collected to be held by her as her
own estate in full satisfaction for her dower in the said
estate so sold; that the said Comm.

✓
Acknowledgment of
Notice by Isaiah Lindsan
Leper Dodge & Richard L
Thomas' Representatives -

Exhibit B
filed with
C. B. Hayden's Report -

either, the value thereof if used or appropriated to their use
or to the use of either of them at the time appropriated, or
if sold the amount received therefor & in order to ascer-
tain such facts the Commissioner is authorized to exam-
ine the parties upon their respective oaths & to receive
any other testimony that may be offered, & make report to
this court with any remarks deemed pertinent by him-
self or required by the parties or either of them to be stated

A Copy

Teste

N. P. Young

A Copy

Teste

C. B. Hayden Commissioner

Smithfield Isle of Wight County, Virginia

June 5th - 1849 -

The parties to the foregoing extract of decree are hereby
notified that I have appointed the 28th day of June
1849 at Edwin Morrison's Tavern in Smithfield for the
settlement of the accounts directed by the foregoing order;
the said parties will attend at the time & place afore-
said between the hours of 9 AM & 9 PM with their
papers & proofs necessary for the settlement of said ac-
counts

C. B. Hayden Commissioner -

Witness at &c

A. C. Thomas atty for Josiah W. Green
Notar. Smithfield atty for J. P. Hodges & R. L. Thomas

At a Circuit Superior Court of Law & Chancery continued &
held for the County of Isle of Wight on the 17th day of May 1849 -

Josiah W Jordan } Complainant -
against } In Chancery -

James C Jordan administrator de bonis non with the
will annexed of Richard L Thomas & others. Defendants
and

The Same } Plaintiff
against } In Chancery -

Lepe Hodges and others } Defendants

Among other things it is ordered that Charles B Hayden
who is also appointed a commissioner for that purpose
take an account of the debts paid by Josiah W Jordan and
Lepe Hodges, or either of them as surviving partners of
Josiah W Jordan & Company, ~~an~~ account of the old firm
of Josiah W Jordan & company of which Richard L Thomas
& Thomas G Howard were partners as well as an account
of the debts due the said Josiah W Jordan and company
collected by the surviving partners or either of them, shew-
distinctly how much of the assets of the firm of Josiah W Jordan
& Company has come to the hands of them or either of them,
as also the sums of money paid by either to the said
last named firm, including costs paid in this suit to the
officers of this court specifying by whom & to whom paid &
by whom any of the assets have been collected & not account-
ed for, the said commissioner is also directed to ascertain
whether the sums decreed heretofore in this suit against
Thomas G Howard, to be paid to either of the partners have
been paid & if not whether the said Howard is insolvent,
or not, & if he be insolvent then to ascertain the proportion
that the partners, to wit Josiah W Jordan, Lepe Hodges, &
Richard L Thomas should contribute to make up the deficien-
cy occasioned by the insolvency of the said Howard, the said
surviving partners Jordan, Hodges, & Howard are directed
to lay before the commissioner a statement shewing what
property if any belonging to the firm is now in the possession of

Income

7
Rodgers

Run

312
40

22330
1

to be entered

R. H. Baker

9856
64

59130

Entered

Wm. M. Fordaw, Mr. L. H. Hooper, Thomas
Howard, Joel H. Huan ad. of Richard
Thomas, Sarah Thomas widow of Richard
L. Thomas and Martha Ann Thomas
as infant &c. By consent of parties having
presentment of Richard L. Thomas, is made as
said this case came on this day to
be again heard on the papers formerly
made and the report of Com. Leigh Fort
made in pursuance of the order of the
5th of May 1843, and the exception
to said report, on consideration
whereof, by consent of parties the
said report is re-committed to
the Com. who will ^{again} examine, state
and settle the matter in controversy
In witness whereof

Jordan

}
Hager &

Sen for
the Judge

Enter

Isiah W. Brown vs. Jeph. Rogers,
Thos. Howard, Sol. McKenna
admo. Richd L. Thomas, Sarah Thomas
and Martha Anna Thomas, the last
an infant. —

The subpoena in this case having been
only executed, and the bill filed more
than 2 months, the same is taken
for confessed against Thomas, How-
-ard and Sarah Thomas who still
fail to appear and file their
answers. — and the case coming
on to be heard on the Bill, answers
of the other defense ants, replication,
counter, exhibits filed and exami-
-nation of witnesses, was argued by
Counsel. On consideration whereof,
the Court doth order that a Commr. of
this Court do take an account
of the partnership ^{transacted} in the bill
~~mentioned~~ ^{with the value of the same}, and make report thereof
with any matter specially stated,
deemed pertinent by himself, or
required by the parties or any of them
to be so stated. —

Jordan
as } M. Chauncy
Hodges & others
Copy of Deed

in Leg. & report
to ex. & cents
a. a

Dec. 20. 1843 notice for
taking the within named
accounts at Emersons
Lanier ^{Mar 24} 1844

Jordan
is : ^{the} Secre
Georges D

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

Josiah W. Jordan

Plt.

against

In Chancery

Jeppie Hodges, Thomas Howard, Joel Hollerman admors. Defts
of R. S. Thomas, Sarah Thomas & Martha Ann Thomas
an infant.

The Subpoena in this cause having been duly executed &
the Bill filed more than two months, the same is taken for confessed against
Thomas Howard & Sarah Thomas who still fail to appear & file their answer
& the cause coming on to be heard on the bill, answers of the other defendants
replications thereto, exhibits filed, & examination of witnesses was argued
by counsel. On consideration whereof the Court doth order that a Com-
missioner of this Court do take an account of the partnership transactions
in the Bill mentioned & make report thereof with any matters specially stated
deemed pertinent by himself or required by the parties or any of them, to be
so stated.

Hoping

Teste

J. O. Mills D.C. JWC

Commissioner's Office Isle of Wight December 20th 1843

The parties to the foregoing mentioned suit, as well as
all others interested in the subject matter of the foregoing decree are
hereby notified that I have appointed Thursday the 26th day of March
next, to execute the duties therein required of me; on which day at 9 o'clock
AM they will attend before me at Edwin Morrisons Tavern in Smithfield
with the necessary proofs & documents.

Service acknowledged

Barth. Lightfoot Comr.

Joel Hollerman

Sarah R. Thomas

Jeppie Hodges

Thos. G. Howard

Isiah W Jordan

vs Zephyr of Cew in chp.

Sept ¹¹ Hodges and others

At a circuit Superior court of Law and Chancery
continued and held for Island of Light County the 17th
day of May 1845.

Josiah W. Jordan

Plaintiff

against

In Chancery

Leise Hodges, Thomas ^{vs} Howard, Isob Holleman admor: of
Rich^d L Thomas, Sarah Thomas widow of Rich^d L Thomas,
and Martha Ann Thomas an infant, &c.

Defendants

By consent of parties James C Jordan admor: of Rich^d L
Thomas is made defendant. And this cause came on this day
to be again heard, on the papers formerly read, and the report of
Commissioner Lightfoot made in pursuance of the order of
the 5th of May 1843, and the exceptions to said report; on
consideration whereof, by consent of parties the said report
is recommended to the Commissioner, who will again
examine, state and settle the matters in controversy, and
make report &c.

Therefore

Filed

N. D. Young ed

1846 Jan'y. 24th Rec^d of Jas^{ts} C. Jordan Compt^r, in accordance
with the within decree, two Bonds, one at Six Months & the
other at Twelve Months after date, and each for the sum of
One hundred & Six dollars & 36 1/4 Cents, It being the amount
due me, for the sale of the Jackson Rail way. —

Jas^{ts} C. Jordan

Jordan
by Allen
Hodges &
Co

Jordan
by Allen
Hodges &
Co

15.

At a Circuit Superior Court of Law & Chancery held for the County of
Isle of Wight on the 22nd day of October 1845—

Josiah W. Jordan

Plff.

Against

In Chancery

Sepe Dodge Thomas Noward, James C. Jordan adm^r of R. L. Thomas, & D^{ft}
Sarah Thomas and Martha Ann Thomas the last an infant
This cause came on this day again to be heard on the paper formerly read and
the report of Commissioner Lightfoot made pursuant to the order of the 11th day of
Oct^r 1843 and of the — day of May 1845 to which no exceptions have been filed, and
was argued by Counsel, On Considerations whereof the court doth adjudge, order
and decree that the report of the Commissioner with the addition of Statement of
with the same be confirmed so far as concerns the debts between the partners
and the court being of Opinion that this is no case for specific execution of the
contract named in the bill, nor was there any partnership in the real estate,
but so far as it appears to the court, the Shipyard or Jackson Railway belongs
equally to Josiah W. Jordan and the heirs of Richard L. Thomas, in which
said Rich^d L. Thomas' share Sarah his widow, is entitled to dower — and
the court adopting as correct the statement aforesaid doth adjudge, order
and decree that the Plaintiff Josiah W. Jordan pay to James C. Jordan adm^r
de bonis non with the Will Unm^d of Richard L. Thomas forty dollars and
fifty five cents — and that he pay to Sepe Dodge one of the defendants
one hundred and thirty eight dollars and forty five cents. That the defendant
Thomas G. Noward pay to James C. Jordan adm^r de bonis non of Richard L.
Thomas forty one dollars and 17 cents and to Sepe Dodge one hundred
and forty one dollars and 13 cents. And the court doth further adjudge, decree
and order that James C. Jordan who is for that purpose appointed a
comm^r after advertising the same at the door of the court house of this
County and at some other place near the premises and by advertisement
in one of the news papers published in Norfolk for at least 30 days sell to the highest
bidder on a credit of six and twelve months except for so much as will be necessary
to pay costs of the sale (which shall be for cash, the real estate in the premises
called the Jackson Railway which was the property of Josiah W. Jordan and
Rich^d L. Thomas at the decease of the said Thomas, taking of the purchase
bonds with good security for the purchase money and a lien on the property
to secure the payment thereof — that he make a deed to the purchaser
without warranty, that he pay over to Josiah W. Jordan one half of the
net sales as his part and bring the balance into court for the moiety of
Rich^d L. Thomas, in said real estate subject to its future order, and
said Thomas widow of R. L. Thomas having consented to take in lieu of
her dower in the portion of her late husband R. L. Thomas so much
absolutely as the court may think equivalent — the said Shipyard to be
sold free from her dower and she is to join in the conveyance to the
purchaser — And make report to the court.

A. Copy Teste J. G. Mills D.C.

Money
Paid

to

Enoch W Jordan

Jas. C Jordan and of Nichol & Thomas
and Lys. Hodge & Thos. causes
again having come on to be heard on
the papers, jointly read, the report of Ch B Hodge
and of James C Jordan made pursuant to
the order of the 17th day 1849, to which no
exception has been filed, as argued by Counsel
on common law & equity, that it confirms the
said reports and adopting with consent of
parties statement & files in the cases, & the
adj. now made seems that Enoch W Jordan
pay to Lys. Hodge fifty one dollar,
and seventy one cents,

(two over)

Cent

and it appears by the report of Jas C Jordan
that he has deposited to the credit of this
suit, in the Suffolk Savings Institution
\$185.86 - the Ch & the adv that Lys. Hodge
draw out of the said funds \$87.09, and
that Enoch W Jordan, draw out of the
said funds \$33.71 and that Robert W
Whitfield & Co. for the estate of
R L Thomas in the said cause, &
draw out of the said savings bank
the remainder of said funds - out of
which he is to retain \$25 the adv
of his pay in the said suits, and pay
the balance to the duly qualified
guardian of Martha Anna Thomas
infant & ayette and her at law of
said Nichol & Thomas -

The Ct & the also order that Enoch W
Jordan pay to James C Jordan and of
Nichol & Thomas, the costs of the
said action in the injunction of
Enoch W Jordan on James C Jordan
and R. & Thomas, and that Enoch
W Jordan & James C Jordan, each pay
of Nichol & Thomas, each pay 1/5 of
and that Lys. Hodge pay the other 1/5
of the costs of taking the aff.
under the order of last day, &
that as to the balance of the costs
in the said v. of Jordan & Hodge &
they be mutually borne by the parties,
Lys. Hodge is required to, ~~Enoch W Jordan~~ the
parties who have been made responsible
for the execution of her bond, to make
in any manner that they may choose, their
share of said bond and execution -

101.36
212.72

Indifference
to
the
truths —

Though seen
for the 1st.

+ such facts the Court is authorized to examine
the parties upon their respective oaths & to
receive ~~instructed~~ any other testimony
that may be offered
and make report to this Court with
any remarks deemed pertinent by himself
or require by the parties creation of them
to be stated —

sums of money paid by either to the
 said lost ^{in this suit} ~~in this suit~~ ^{in this suit} ~~in this suit~~ ^{in this suit}
 by whom, and to whom paid - &
 by whom any of the assets have been
 collected not accounted for. -
 The said Court is also directed to
 ascertain, whether the sums deemed
 lost in this suit, of the said Howard
~~in fact~~ to be paid to either of the
 partners, have been paid - if not,
 whether the said Howard is insolvent
 or not - and if he be insolvent,
 then to ascertain the proportion
 that the ~~other~~ partners to wit, Josiah
 W. Jordan, J. H. Hoogs and
 Thos. L. Thomas should contri-
 bute to make up the deficiency
 occasioned by the insolvency of
 the said Howard; ~~having agreed to~~
 the said surviving partners, Jordan, Hoogs
 and Howard are directed to lay before the
 Commissioners, a statement showing what
 property, if any, belongs to the firm is
 now in the possession of either, the value
 thereof, if used or appropriated to their
 use or the use of either of them, at the
 time ~~the~~ appropriated - or if sold the ~~value~~
 and used therefor, and in order to ascertain

2

interest thereon from the 6th of January
1847 till paid - That the said James Gorman
pay to the said Sarah Thomas, widow of
Richard L Thomas, one fourth part of
the whole sum so to be collected, to be
held by her on her own estate, in full
satisfaction for her share in the said
real estate so sold - That the said Court
take the receipt of the said Sally Thomas
~~for the same~~ and file the same,

with his reports to be made, and deposit
the balance of the money to be collected
by him by virtue of the obligation aforesaid
in the Savings Bank at Norfolk to the
credit of this suit.

The Court doth also, ~~for the said James Gorman~~
and decree that ^{the said James Gorman} ~~a Court to that effect~~ ^{be appointed}
take an ass of the debt paid by Josiah
W Jordan and his wife, or either of them
surviving partners of Josiah W Jordan
Hes on ass of the old firm of Josiah W
Jordan Hes of which Rd Thomas and
Thomas Gorman were partners,
or each or an ass of the debt due to the
said Josiah W Jordan Hes collected
by the surviving partners or either of
them - showing distinctly how much
of the assets of the firm of Josiah W
Jordan Hes has come to the hands
of them or either of them, or also that

The equity before Thomas's heirs can claim any share - But it is clear that Koez was a partner in the business of the yard. Koez can well be entitled to 1/6 of the real estate if he chooses to pay \$150 with the interest due on that sum, as the purchase money. After R. L. Thomas died and on which went, the dissolution of the firm occurred; Jordan took possession of the real estate and rented it out for a while, & Koez has no possession under contract with Jordan for a year, held over & has refused to pay the rent to Jordan - Koez contends that the firm of Smith & Jordan & Co. of which R. L. Thomas was one is indebted to him for work and he chooses to take claim to hold the right to have himself paid which of course he can't do - If he is a creditor of the yard, he must be paid like all other creditors of Jordan under the circumstances of the case. I suppose the Court will consider Koez to have been a partner in the business of the yard, and responsible for his share of the debt - That he is responsible to Jordan the same way is partner of the real estate for the debts that have accrued. - The evidence does not show to what extent Koez is or was a partner in the trade & therefore he may be considered bound equally with Jordan & Thomas for the debt. In the absence of proof as to the share each had in the trade, it follows that they take a common interest in the stock of the company, & a personal responsibility for the partners' liabilities must follow. A. C. H. v. J., p. 9

Jordan, Rogers & Co. This suit was brought to
settle partner's life transactions - Rogers one
of the defendants contends that he was not
a partner, but the deposition states
that he was a partner - It seems that the
firm is largely indebted, and nothing to pay
with but the real estate - "ship yard",
this was purchased with a view to the
estate, but of a ship yard, and Thomas
the first purchaser sold 1/3 to Jordan -
they sold 1/3 to Rogers and Howard
who never complied with the contract.
They put up large buildings, improvements
out of the partner's life effects, but
think the real estate ought to be consid-
ered partner's life property the sale for the
sake - if sold, Lewis in March 1840
appointed a Commissioner to sell -
suppose if it is to be considered part-
ner's life property, then Thomas widow of
Richard L. Thomas and: is not to have
even - Howard has refused to comply with
his agreement to take 1/6 and pay off 150 and
has returned the receipt of Jordan & L.
Thomas, and thereby abandons claim to
any part of the real estate - I consider
Rogers as having likewise abandoned
his claim to the real estate - if this be true
then the real estate belonged to Jordan &
Thomas exclusively, but is subject to pay of

on consideration whereof the Court doth see
that the report of the Corro. ~~prosecution~~ ~~into~~
with the Statute A. files with the same be
confirmed - ~~and being~~ ~~as far as concerning~~
the debts due to the partners, & otherwise as to other matters
~~the Court~~ ~~of the~~ ~~Court~~ ~~that~~ ~~this is no~~ ~~case~~
for a specific execution of the Court at
name in the Bill, nor was there any
partnership in the real estate but to a
or it appears to the Court the ship was
belong equally to Lorion M. Jordan &
the heirs of Richard Thomas, and his
Thomas, & have, and at Henry, his widow
is entitled to a share ~~in the Court at the ship~~
and the Court at the ship or correct the Statute
files ~~in the~~ in the papers make a A, doth say.
now and seem that the self. Lorion M.
Jordan pay to James C. Jordan and his heirs
now with the will assigned of Richard Thomas
the sum of \$40.55.

and that he pay to John Rogers one of the
defendants the further sum of \$138.45

that the said self. Tho. Jordan pay to James
Jordan and his heirs of R. & Thomas the sum
of \$41.49. and to John Rogers \$141.65.

And the Court with adj. deem proper that
James C. Jordan who is for that purpose
appointed a C.W. after advertising the same at
the door of the Court House of Isle of Wight,
and at some place near to the premises
and by advertisement in the one of 30th Messy
published in Norfolk, for at least 24 days, sale
to the highest bidder on a credit of 6 or 12
months (except to so much as will be
sufficient to pay costs of the sale which
will be for cash the real estate in the
Bill mentioned called the "Jackson
Rail way" which was the property of
Irish Messrs. Thoms & Thomas at the
instance of said Thomas, to be of the
purchase money with good security for
the purchase money to be lien on the
property to secure payment thereof, ~~that~~
that he make a plan for the purchase
that he pay to the said Thoms & Thomas the full value of the property
and that the said Thoms & Thomas be bound into Court
for the property of Thoms & Thomas in said real estate,
subject to its future order - and Sally
Thomas widow of R. & Thomas having
consented to take in lieu of her share
in the portion of her late husband
R. & Thomas, so much absolutely as
the Court may think agreeable, and
the said ship given to the said for
from her share and she is to
give in the proceeds and to the pur-
chaser - -

And the his

John W. B. 1877.

or parties. Hodges is Mrs. - when it is then executed into Sherwin - which
must be erroneous - then with Peter Clark & Howard out of way -
the decree must have been in the wife - in Sherwin. T. hand

Judge of Wicket

County.

13 The record shows that
the answer has not been
filed and no mo: under
the rule of court can
be made to depose
at the next court: all
that can be done is
to give leave to file
answer the answer so
that the cause may be
prepared by the next
court: objections to
the p'ty success in this
case seem to be
many and strong
as may be seen by
reference to answer
which he may if he
chooses go on, let
his proof & mature

his trial - On the
subject of the right
to claim the p'ty
set-off in satisfac-
tion of the decree
rendered against him
in the first suit in
favor of Thomas, &c.
I refer to the authorities
noted by Tates Dig:
page 286 - (last Edition)

R H B

represents. That sometime in the year 1843 - a deed was executed by J. W. Jordan, to witte, and joined up the transaction of a firm, formed by the said Jordan, one R. L. Thomas - the Thomas & Jordan Company for the purpose of carrying on the business of ship building, repairs & repairs - under the style of J. W. Jordan & Co., in the town of Northfield - at a general meeting of the J. W. Jordan & Co. - that one of the firm Thomas - had died & this terminated the 1st partnership - on whose estate documents were filed in the probate court - that Howard one of the parties was interested - that that firm was much indebted - and several asked to submit the whole matter to a court to adjust the top - ascertain the condition of the business - its indebtedness, & the members - in order to a final settlement of the transactions of the same - the report was made, showing upon an examination of the accounts of the several members into the firm, that the loss of the firm or its indebtedness - was \$1098.87 - as between the members of the firm - made up in the same the state of filed with the probate court - Howard claim of firm - was - allowed 4. cents - \$403.23

Howard & nothing he was counted interest -

Thomas - 448.34

Jordan -

187.20

which had to be born or made up to each other - according to the \$1098.87
 view of each party - the statement which was -

That Howard claim - was part of the loss of - was 183.14

which was to be - 483.27
 to be made up to - 280.09 -

Thomas - 2/8 of - \$368.29

and J. D. - 448.34
 82.09 - to be paid to -

Howard claim - was - 187.20 - \$368.29 - left 178.99 he was to pay -

Howard - part of loss - - \$183.14 - and Howard a share

was received - compensation to the partners - on which it was ordered that Howard should pay to Howard \$141.55 of to Thomas - \$41.45 -

and : and Jordan, to pay \$138.44 - to the said - 40.55 - This was all right

it. Howard had been solvent - but it was admitted that he was insolvent, so that he could

have been appointed the loss among the solvent - parties - according to the value

of the solvent - parties is the value of his respective interest - or share - other wise

the loss was in the line of the solvent - parties Howard - is liable to full exclusion on

X

41

$$\begin{array}{r} 197.00 \\ - 15.25 \\ \hline 212.25 \end{array}$$

161

Smithfield December 23rd
1841

Time made by Cyrus Jan November
& December 1841 15 1/4 days \$ 15.25

The whole time made by Cyrus Jan 1841
up to December 23rd 20 1/2 days
at one dollar per day ----- \$ 20.50

wish to connect

Lesse Dodge

Wadges
vs } Accd
Jordan Vb. 9)

W

1/4 m. 1/2 m. 1/4 m.

Memo Josiah W London Dec

To Mr Hedges

In

To work done in the Lackaonabewey
ship yard from Oct 1839 to December 31 X
For cash advanced for materials for said yard \$1225.55

4 days attendance before committee in
setting up the concerns of yard

8.00

3 days service in attending to the
collection of claims due the firm

X hire of horse & gig 3

7.00

\$ 1243.55

By cash paid at sundry times up to 31st

December 1841

Due at the time

146.40

\$ 297.45

1843 By want of shipyard this year

147.45

Leah.	\$231.38
W. tier 28 th June 1844.	36.57
Cost	9.49
Meriffs Camp.	\$277.38
	13.86
	\$291.24

1844 July 10th Rec^d of Josiah W. Jordan, One hundred
and forty five dollars and ⁶²/₁₀₀ cents, It being one half,
and the ballance of an Execution in favour of
Archibald Atkinson, and as the said Josiah W.
Jordan, Jesse Hodge, Joint obligors with J. G.
Harvard, and surviving partners of themselves, and
Rich^d L. Thomas Sec^y: under the style of Josiah
W. Jordan & Co.: — J. W. Jordan M^{fr}
of "Sheepwright St."

Woods claim
Kendall's bill

\$463.23
187.14
\$280.09

Gordon claim

\$151.30

336.25 = \$470.99

Howard claim

\$183.14

Thorne claim

\$356.25

\$1098.47

463.23
187.36
448.34
\$1098.47

Sum total of debts due by the old firm \$1028 87
 Share of each 274.72

Lepe Hodges is a creditor for \$463.23

His share of debts 274.72
 Hodges. To receive \$188 51

Isaac W. Jordan's share. \$274.72

He has paid 187.30
 Jordan to pay 87.42

R. L. Thomas also claim is \$448.34

His share 274.72
\$173.62

Then Lepe Hodges is to receive \$188 51

R. L. Thomas also 173.62
\$362 13

Isaac W. Jordan to pay \$87.42

25 Howard to pay 274.71
\$362 13

W. Jordan will pay Lepe Hodges. 87.42

25 Howard will pay do. 101.09

25 Howard will pay R. L. Thomas. 173.62

As Howard is insolvent. The amount to be paid by ^{Jordan} ~~Hodges~~ should be apportioned between Hodges & Thomas also - viz 52 percent of Jordan's debt should be paid to

Hodges on \$454.5 to Hodges & 48 percent on \$4197. to

Thomas also - Then Howard will pay Hodges \$143.06 & will pay to Thomas also \$131.65

Hodges will receive from Jordan. \$454.5
 " " " " Howard 143.06 188 51

Thomas also will receive from Jordan 41.97
131.65 \$173 62

Jordan to pay Hodges 454.5 ? Howard to pay Hodges \$143.06
 " " Thomas 41.97 " " " Thomas \$131.65
\$87.42

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The assets left over between the members of the Firm - that is to say
the top of the Firm - which is ~~the~~ ^{at} \$1098. 87: which is to be apportioned among
the members of the Firm according to the interests of each member

Mr. W. Jordan	$\frac{1}{3}$	of	$\$1099.87 =$	$21 \$366.29$
W. L. Thomas	$\frac{1}{3}$		" "	$366.29.$
Boys	$\frac{1}{3}$			183.14
Remainder	$\frac{1}{3}$			$\frac{183.14}{\$1098.87 -}$

Remand is involunt.; so the ~~whole~~ ^{loss} of the loss by him is to be ~~borne~~ borne
equally among the parties according to the extent of the other parties.

This Cop -	=	183.14 =	of which
Inson - pay 2/5 -	"	\$73.25 -	
Thurmer - pay 2/5 -	"	73.25 -	
Hodges -	-	<u>36.62 c</u>	
		183.14	

$$\text{Kerosin} - 4/41.03 - 30.62 = 105.03$$

1. Thay. ad.
~~1. 41.45~~ - 73.25 = // 31.80
 2. Inv. 73.25 -
 // 185.05

Irish Reform - Sept 1848, &c.
On mch. of the complainant, Nathl
P. Young Esq of the Circuit Supr Ct
of Law &c &c to Whose W. is appended
permission as a letter to the opposite
cfe, to appear here in this case -

Jordan Wilson

To
Atkinson } Leudof
 } husk

Joseph N Atkinson his heirs and assigns that they the said
Willis Wilson & Wm H Jordan will and their heirs & executors
shall warrant and defend the same to the said Joseph
N Atkinson his heirs and assigns forever against the lawful
claim and demands of all persons whomsoever —

In trust nevertheless that the said Joseph N Atkinson
his heirs and assigns shall permit the said Willis Wilson &
Wm H Jordan to remain in quiet and peaceable possession of the
said lot of land and its appurtenances, and to take the profits
thereof to their own use until default be made in the payment
of the said sum of four hundred ⁴⁵⁻⁰⁰ twenty five dollars in whole or in
part, and then upon this further trust, that the said Joseph N
Atkinson shall and will, so soon after the happening of such

default of payment as he shall be requested by the said James C
Jordan his executor administrator or assigns so to do, sell the sd
lot of land and its appurtenances at public auction to the
highest bidder for ready money, after having fixed the time and
place of sale at his own discretion and given 30 — days
notice thereof in one of the newspapers published in the city of
Norfolk and causing advertisements to be placed in conspicu-
ous places in the county of Isle of Wight; And out of the proceeds
of sale shall after satisfying the expenses thereof, and all the other
expenses attending the execution of this trust, pay to the said James
C Jordan his executor admr or assigns the said sum of money
that may be then due including the interest thereon —

And the balance if any, shall pay to the said Willis Wilson &
Wm H Jordan their executors admrs or assigns: But if the whole of the said
debt and accruing interest shall be fully paid off and discharged
to the said James C Jordan his executor admr or assigns so that
no default be made of the payment of the said debt then this indenture

shall be void: or else remain in full force.
In testimony whereof, the parties to these presents have
hereunto set their hands and seals this the day and
year first before written — Joseph N Atkinson (Seal)

Willis Wilson (Seal)
Wm H Jordan (Seal)
Jas C Jordan (Seal)

Shall of Wight County N:

We John P Thomas and Edwin Morrison
Justices of the peace in the county aforesaid in the State of Virginia
do hereby certify that Willis Wilson Wm H Jordan Joseph N Atkinson
and James C Jordan parties to a certain deed bearing date
on the 6th day of January 1846 and hereto annexed personally
appeared before us in our county aforesaid and acknowledged the
same to be their act and deed and desired us to certify the
said acknowledgment to the clerk of the county court of Isle of Wight
in order that the said deed may be recorded. Given under our
hands and seals this 10th day of January 1846

John P Thomas (Seal)
Edwin Morrison JP (Seal)

An Indenture made this 6th day of January 1846 between
Wm H Jordan & Willis Wilson of the one part Joseph N Atkinson
of the second part and James C Jordan of the third part
all of the county of Isle of Wight and state of Virginia
Whereas the said Willis Wilson & Wm H Jordan are justly indebted to
the said James C Jordan in the sum of four hundred and
twenty five dollars & 25 cts by four several bonds of this date for
each bond for the sum of one hundred & ~~six dollars & 25 cts~~
dollars & 24 1/4 cts two of which bonds are payable six months
after date the other two ~~twelve~~ months after date, which several
bonds the said Willis Wilson & Wm H Jordan are desirous to secure -
Now this Indenture witnesseth, that for and in consideration
of the premises, and for the further consideration of one dollar
in hand paid by the said Joseph N Atkinson -
the receipt whereof is hereby acknowledged, by the said Willis Wilson
& Wm H Jordan do hereby presents grant bargain sell and convey
to the said Joseph N Atkinson his heirs and assigns a
certain lot or parcel of land in or near the town of Smithfield
on which the Jackson railway is erected with all the improvements
thereon, being the same lot of land which was this day conveyed
by the said James C Jordan to the s.d. Willis Wilson & Wm H Jordan
and being the same lot which was sold & conveyed by deed
from Watson P Jordan - to Josiah W Jordan & R L Thomas
to which deed reference is hereby made for a more particular
description of boundaries &c To have and to hold to him,
the said Joseph N Atkinson his heirs and assigns forever
And the said Willis Wilson & Wm H Jordan for themselves their heirs
executors and administrators ~~do~~ covenant with the said

b. l. c. l. v. l. p. 11

Sat. C. Jordan Adm^r. de
bonis nov^{is} of R. S. Thomas

@ $\frac{2}{3}$ of fa:

Thomas Howard

To January 1846

Atkinson p. 9

come to hand 17th Nov^r.
1845 - John R. Kilby
Dy. for Wm Salem Shff.
Norfo. Co. —

I can find no property
where with to satisfy the
within execution or any
part thereof —

John R. Kilby Dy. for Wm
Salem Shff. Norfolk County

A. Copy
Teste

J. P. Wells D.C.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Norfolk* County, Greeting:

WE COMMAND YOU, That of the goods and chattels of *Thomas G Howard*

late, in your bailiwick, you cause to be made the sum of *forty one dollars and forty nine cents*, Which *Sal. G. Jordan* admor. de bonis novis of *R. L. Thomas* decd:

late, in our Circuit Superior Court of Law and Chancery for the County of *Isle of Wight* back, by *deane* recovered against the said *Howard*, also *fifty eight cents* costs of *this execution* which to the said *Thomas* admor.

in the same Court were adjudged ~~for~~ ~~costs~~ by ~~about~~ ~~suit in that behalf~~ expended; whereof the said *Howard* is

convict, as appears to us of record; and that you have the same *at the clerks Office* of our said Circuit Superior Court of Law and Chancery for the County of *Isle of Wight* on the *first Monday in January* next, to render to the said *Thomas* admor.

of the debt and costs aforesaid: And have then there this Writ.

Witness, *Nath. P. Young*
Clerk of our said Court, at the Courthouse, the *27th* day of *October* 1845, in the *70th* year of the Commonwealth.

N. P. Young cc

C.S. 16. 186. 70 11

Sefer Hooze

as $\frac{1}{2}$ Sefer

Thomas G. Howard

To January 1821

Whitfield

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ^{Isle of Wight} ~~Isle of Wight~~ COUNTY, GREETING.

WE COMMAND YOU, that of the goods and chattels of *Thomas G. Howard*

late in your bailiwick, you cause to be made the sum of *One hundred and forty one dollar and fifty five cents.*

which *Leif Hodges*
lately in the Circuit Superior Court of Law and Chancery of the County of Isle of Wight *hath (by decree) recovered* against the said *Howard*
as well for a certain debt as for interest thereon; Also, *fifty eight cents and of this execution* — which to the said *Hodges*

in the same Court were adjudged ~~costs by~~
~~in that behalf expended~~ whereof the said *Howard* is

convict as appears to us of record. And how you shall have executed this writ, make known at the Clerk's Office of our said Court, at rules to be holden for said Court, on the first Monday in *January* next. And have then there this writ. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at the Court House, the *27th* day of *October* A. D. 1845, and of the Commonwealth the

40th

N. P. Young & Co.

for the Ford

Y

I will Take for my 1/2 of the Yard, including
Scurrs, Blocks, Pells, Ways, Shans, &c. thus
properly belong to the Yard. --- \$600.

Or. I will Take \$450 and the piece of Land
mentioned, ~~or~~ \$75 (rent) with the
privilege of selling at any time, and
possession to be given in 60 day after I
make sale;

Isiah W. Jordan

To { Inf. Band

Jas. C. Jordan admor:
de Louis m^{or} of Rich?
S. Thomas Lud:

Know all men by these presents that we Josiah W. Jordan and William D. Jordan are held and firmly bound unto James C. Jordan Administrator de bonis non of Richard S. Thomas decd: in the just and full sum of Eighty one dollars and ten cents, for the payment whereof we bind ourselves, our heirs executors and Administrators jointly and severally firmly by these presents, Sealed with our seals, and dated this 5th day of January 1840—

The condition of the above obligation is such, that whereas, the above bound Josiah W. Jordan hath obtained from the Judge of the Superior Court of Chancery directed by law to be holden in and for the County of Islet of Wight, an injunction to stay, until the further order of the said Court, all further proceedings on a judgment of the Superior Court of Law and Chancery for Islet of Wight County, recovered against him by the above named James C. Jordan Admor: de bonis non of Richard S. Thomas decd: on the 29th day of October 1845 for forty dollars and fifty five cents. Now, if the said Josiah W. Jordan shall will and truly pay and satisfy the judgment or decree aforesaid, and also, all such costs and damages as shall be awarded against him, in case the injunction aforesaid shall be dissolved, then the above obligation to be void or otherwise to remain in full force and Virtue —

Jos W Jordan Seal
W. D. Jordan Seal

A. Statement 'I' to show the indebtedness of the partners: R. L. Thomas &c. Jos. W. Jordan, Lefu Hodges, and Thomas G. Howard, composing the firm of Jos. W. Jordan & Co:

1st Decr: L. Thomas &c. claims to Firm, Jos. W. Jordan & Co as per report on the books of \$48.34

Jos. W. Jordan do. " " " " 187.20

Lefu Hodges do. " " " " 463.29

The total indebtedness of Firm as between its members. \$1098.87

Now Thomas & Jordan each owned $\frac{1}{5}$ Hodges & Howard, each $\frac{1}{5}$. Then putting Howard aside as insolvent - whose loss is to be borne among the other three partners in the ratio of their respective interest. $\frac{1}{5} : \frac{1}{5} :: \frac{1}{5} : \frac{1}{5}$: $\frac{1}{5} : \frac{1}{5}$: $\frac{1}{5} : \frac{1}{5}$: so then Thomas' portion is $\frac{2}{5}$ Jordan's is $\frac{2}{5}$ & Hodges $\frac{1}{5}$

2nd Then whole amt. of debt being as above (to be adjusted & borne by them) is \$1098.87.

R. L. Thomas &c. $\frac{2}{5}$ his part of the loss is = \$439.54 $\frac{4}{5}$

Jos. W. Jordan's $\frac{2}{5}$ " do. do. do. do. 439.54 $\frac{4}{5}$

Lefu Hodges. $\frac{1}{5}$ " " " " 219.77 $\frac{2}{5}$

Total $\frac{5}{5}$ = indebtedness = \$1098.87

3rd Again Lefu Hodges claims to Firm of these three solvent partners is \$463.29

his Hodges' portion of loss $\frac{1}{5}$ as between these three as above is. 219.77 $\frac{2}{5}$

Which is to be paid him by Jordan & Thomas. \$243.45 $\frac{3}{5}$

R. L. Thomas claims to Firm of these 3 partners as above - is \$448.34.

his Thomas part of loss $\frac{2}{5}$ do - as above. = 439.54 $\frac{4}{5}$

Which is to be paid Thomas. \$8.79 $\frac{1}{5}$

4th Jos. W. Jordan's claim to Firm as above is \$187.20.

his portion of the loss as above. $\frac{2}{5}$ = is 439.54 $\frac{4}{5}$

Which he of course must make up. - } \$252.34 $\frac{4}{5}$

to Hodges & Thomas: whose Hodges' loss as above. to wit \$243.45 $\frac{3}{5}$ + \$8.79 $\frac{1}{5}$

added to Thomas' loss as above - which is 8.79 $\frac{1}{5}$

corresponds exactly with the loss of Jordan's - \$252.34 $\frac{4}{5}$ portion to pay.

5th The Decree gave Hodges an execution to Jordan for \$138.44.

and gave him a decree or execution to Howard - for \$141.65 - which, because

of Howard's insolvency he can't get. Now let us apportion this loss \$141.65.

among the three solvent partners - Thus:

6th Thomas' portion of this \$141.65 $\frac{2}{5}$ thereof - is \$56.66. to be p^d. Hodges -

Jordan's do - do - do - $\frac{2}{5}$ do 56.66. to be do -

Hodges' loss of the same - $\frac{1}{5}$ - 28.33. Hodges' own loss.

\$141.65

The said Decree (Complained of)

gives: Thomas execution of Howard the insolvent for \$21.45.
apportion this as above in No. 3: between the three solvent parties:

Jordan 2/5 portion to make up to Thomas: = is: = \$10.58.

Hodges: 1/5: 00 - 00 - 00 - is 8.29.

Thomas 2/5: own loss is: 2/5: $\frac{10.58}{2} = 5.29$
\$21.45

"7":

Again:

As per No. 3: above, Thomas had to pay Hodges on account of his unprofitable
execution of \$41.85: to Howard: the sum of \$50.00.

Deduct: what Hodges has to pay Thomas to wit: $8.29 =$ to Howard: and

we have balance due Hodges on his execution - \$48.37 to Howard -

Add: Jordan's portion to pay on this execution to wit: 50.00 as per No. 3:

also add the amount of the execution which the sum 138.44 gave Hodges to Jordan

which corresponds & proves exactly into \$343.47 the portion of Hodges

left, as calculated in No. 3 of this statement, & the decree should

have given, in the event of Howard's failure = the sum of \$50.00 from

Jordan: and the sum of \$48.37 from Thomas: which is

the error complained of - in this decree -

8th no.

again.

Thomas' unprofitable execution to Howard: as in No. 3: demands of Jordan: 10.48.

But the decree gave: ~~\$48.37~~ to ~~Jordan~~ for this line. ~~credit~~ $\frac{40.55}{2} = 20.27$

so that Jordan has over paid him by this much ~~\$28.10~~