

1852-001

Chancery Causes: George R. Atkinson vs James R. Wilson & al

Dsh of Wight County

George R. Atkinson

vs S. Junius Wilson, adm of James R. Wilson & al

other SURNAMES: Day,
Womble

Geo. R. Atkinson

vs. $\frac{3}{4}$ Clay. Seaport

James R. Wilson Vals.

Octo. rules 1850.

Bill R. filed, presump. of d.
defts. not asf. g. dem. nisi.

Nov. rules, am. of Geo. R.
Wilson & A. Atkinson vs. J. R.
Wilson. Bill taken for am. of
as to day & J. R. Wilson.

Dec. rules. Cause set for
hearing.

May 10th Deft. filed by
deft. Day.

May Term 1851. Leave to
defts. J. R. Wilson & Day to file
ans. taken filed sup. heard.

Oct. Term 1851. Decm. for ans.
C. 15. p. 273.

April 10th. 1852 report of
Comm. Hayden with l. g. th. filed

May Term 1852. Decm. p. 284.

Octo. 1852. Term & decm. 1292.

Statement of Costs.

Bill. 8.00

Att. C. 15.75

Costs, prob. 5.00

Ans. conf. 2.00

Deft. 30.75

Pitt. Co. 30.75

due on such settlement by the said James R. Nelson
or in his default by his securities and would
grant such further & other relief in the premises
as may be proper. May it please the Court to
grant a Sta?

J. Taylor. Jr.

George W. Williamson

vs. J. M. C. Co.

James W. Williamson

Debt: Under 1830 Act

vs. J. M. C. Co.

1830 Act

interest into a separate column instead of com-
pounding it.

3^d In not crediting the hires of the slaves and the
rent of the land in the years in which they accrued
as was done in the second account.

4th In account No. 2. Exhibit C. For error in not com-
pounding the interest in the years 1835, 1836, 1837,

1838 & 1839 & 1840. (the two last years this was omitted
in part only,) although in the year 1835 excessive
interest by three months is credited

5th For short interest on the 31st December 1837, the interest
on \$7702.⁹⁴ is \$262.¹⁴ whereas only \$440.⁰⁰ is ~~only~~ credited

6th For short ~~on~~ interest on the 31st Decr 1838, this error
is partially corrected by the last entry, in the account

7th For short interest on the 31st December 1839, the
sum of \$408.³⁴ only being allowed for interest on
\$7663.²⁰ instead of \$459.²⁹

8th For short interest on \$8560.⁴⁷ for 8 mos. from Jan-
1844, the amount credited being only \$323.⁵⁸ instead

of \$342.⁴⁰ * Your orator charges that upon the correction
of these errors there is a considerable balance due

your orator from the said James R. Wilson his
late Guardian after crediting him with the amount

paid which balance the said Wilson refuses to pay.
He therefore prays that the said James R. Wilson, and

George Wilson, William H. Day & Archibald Atkinson
may be made parties defendants to this Bill & required

to answer the same, that the said accounts of your
orator's Guardianship may be settled on correct

legal principles & reformed in the particulars herein
complained of & such other matters if any, as may

hereafter be made to appear to be proper and for
that purpose referred to the Commissioner of this Court

and that your Honor would decree your orator satis-
faction for such balance as may be shown to be

had been erroneously stated by the Commissioner & that your orator had been greatly prejudiced by the error. Your orator is advised that he has a right to reopen the said settlement and to have the account settled upon correct principles and that the said James B. Wilson & his sureties will be liable to him for any balance which may on such settlement be ascertained to be due & he therefore charges the said account to be erroneous in the following particulars.

1st In account No. 1. Exhibit B. The Guardian credits towards us of the dates of January 1833 & Feb. 20. 1833 with the sum of \$2306.⁷⁵ & \$2834.⁸⁹ then received of A Atkinson & George Wilson respectively, Gov: of Joseph Atkinson father of your orator which was paid to the said Guardian as appears from the account in bonds bearing interest & yet the Guardian is not charged with the interest from the period in which they were delivered to him until the 1st day of January 1834 from which period interest is charged. Your orator insists that the Guardian should have been charged with the interest as ^{actually} ~~fully~~ received on the Bonds & that when collected a reasonable time should be given the Guardian for reinvestment provided a reinvestment was actually made & delay not exceeding a reasonable time occurred in such reinvestment. Your orator has no reason to believe such was the case in this instance & he therefore charges that interest was actually received by the Guardian on his funds from the time they were paid to him & that the same was either at once loaned to others or used by the Guardian in his business during the whole period of the Guardianship.

2nd The said account is erroneous in carrying on

* 9th For not crediting the sum of \$79.60 ³/₁₀₀ received by the Guardian on the 24th September 1836 from A Atkinson one of the executors of the Father of your orator, as appears by his receipt on the account of said A Atkinson executor as aforesaid.

To the Honorable Richard W. Baker Judge of the Circuit
Court of Sole of Wight County.

The Bill of your orator George R. Atkinson respectfully
represents That he was the orphan of Joseph Atkinson dec'd.
and that James R. Wilson was on the 1st day of October 1832
duly appointed his Guardian by the County Court of
Sole of Wight who gave Bond in the penalty of \$1600
with George Wilson, Wm. H. Day & Archibald Atkinson as
his securities, as will appear by a copy of the order and
Bond herewith filed & prayed to be taken as a part of
this Bill. Your orator charges that the said James
R. Wilson continued to act as his Guardian until he
attained his majority to wit on the 4th day of August 1844
That the said Guardian returned two accounts of his
transactions to the Court of Sole of Wight County, the first
embracing the period between January 1833 & April 1835
and the second from the latter period until the 1st day
of Sept. 1844, When the guardianship terminated. Office
copies of said accounts are herewith filed as Exhibits
marked B & C. & prayed to be taken as a part of this Bill
Your orator charges that soon after he attained his
majority the said James R. Wilson paid to him the sum
of \$853.³³/₁₀₀ the amount shown to be due him ^{by} the account
stated for which your orator gave his receipt as a full
discharge of his Guardian from his liability to him
presuming that the account was duly stated according
to law, Your orator at that time having very little famili-
arity with accounts & being ignorant of the proper mode
of stating such accounts. From that time to the present
until a few weeks past your orator has never seen his
Guardian accounts, but having a desire recently to
see in what mode such accounts should be stated he
looked into his accounts for that & no other purpose &
was greatly surprized to find that the accounts

Sunny County Tex.

This day, came before me a justice
for said County, George Wilson et
al who made oath that the foregoing
accused is true & false as he
knows or believes - given under
my hand this 1st day of November
1850.

A. J. Edwards

Jp. Geo. Wilson

Geo. H. Williams

and

And this defense a. t. f. further assumes
say that he is informed and he lies in it
be true that the fees that come to the
hands of the said James N. Wilson in
the character of peacemaker, consisting
mainly of bonds and by various persons,
and some of them executed to the order
- of the said group N. Atkinson in
his lifetime - that many of them remain
- averse for a considerable time in the
hands of the said peacemaker without
his being able to collect principal
or interest - that it is unjust that the
peacemaker shall be charged with
comprovement in trust, if he did not
receive it, and could not collect it,
but on the contrary the peacemaker
should have been entitled to a
reasonable time to put out at inter-
- est any sums that come in his
hands - but if charged with the
interest or receipts by him, then he
ought to have been allowed a
commission of 5 per cent at least
on such receipts - This defense assumes
the correctness or justice of the prin-
- ciples contended for by the complain-
- ant in the particulars, whereas he
never takes to such charge and falsify
the accounts of the said James N.
Wilson - And the defense a. t. f. fur-
- ther assumes, refers to the account
of his co-defendant A. A. Atkinson
and relies upon the matters and
things therein stated, in his defense
as fully as if they were more parti-
- cularly set out in this account &
having assumed, he says, began to be
disimproved with his co-defendant
Geo. Wilson

matter, and thus and not to the other day
the complainant set up his claims to recover
from the defendant only. Under such circum-
stances this defendant does feel aggrieved
by the conduct of the complainant, and
authorised by every principle of law &
justice to resist the same - so every int-
-ly set up against him. This respondent
as one ground of defence, pleads and
relies on the act of the general assembly
passed the 8th of March 1820 entitled "An
act for limitation of actions against persons
acting in a fiduciary character, and
other sundries for other purposes" - whereby it
is enacted that all actions, suits, and motions
at law or equity, founded upon honest accounts
by executors, administrators, guardians,
committees of estates and legatees, sheriffs,
deputy sheriffs & others in a fiduciary char-
-acter shall be instituted or brought
within ten years next after the right of
cause of action, shall have accrued &
not afterwards - saving to infants & five
years after the disabilities shall have
ceased. This respondent therefore submits to
the Court, whether the said George K. Atkinson
is not according to the facts charged by
himself having, and was having, at the
time of the institution of this suit, of
any action or suit upon the bond aforesaid
against ~~himself~~ himself & other sundries -
and this respondent is prepared to show that
the said complainant arrived to lawful
age on the 4th of August 1814, more
than 6 years before this suit was brought.
This defendant insists that the Court should
not against him, permit a recovery to be
opened in favor of a party who by his own
showing has slept upon his rights, if any
he had, without any sufficient excuse
for a number of years, during which time
he has opened the same of the defendant,
that he has been amply paid and satisfied
by his said guardian -

but believing that the duties of a guardian
were onerous, and fearing the evil that
might ensue, he did not qualify or guar-
-dian nor take any action in reference to
that special trust, other than by qualify-
-ing as one of the executor, together with
the said James R Wilson and A. Atkinson,
which test he believes is on fairly full
execution of the law directs. - your respondent
-wit is not aware that the testamentary
guardians, neither of them, did ever
declare his acceptance or renunciation
of such trusts in the mode prescribed
by law, nor did it occur to him or
anybody that he should renounce the
trust. However he did not become
guardian to either of the children of
the testator. - This respondent has no
reason to doubt the truth of the allega-
-tion of the complainant, when he says
that James R Wilson before the County Ct.
of Bedford Night did execute a bond on
the first of October in the 57th year of
the Commonwealth, and that he,
with Lord Day and Archd. Atkinson
signed the said bond, and he is liable
for all the legal obligations imposed
upon him by that act. - nor does he
doubt that it is true that after the said
George R Atkinson arrived to the age of
twenty one years, he and the said James
R Wilson went into a full settlement of
the acts doings of the said James R
Wilson - that the said James R Wilson then
paid to the said George R Atkinson
whatsoever amount was ascertained to
be due to him and that the said
George R Atkinson gave to the said
James R Wilson a receipt as a full
discharge of his guardianship from his liability

to him, and the defendant relies on such
discharge to the great disadvantage, as a full and
complete discharge to the securities for any
responsibility incurred by them. According
to the statement of the complainant, James
R Wilson returned only one account to the
County Court of Bedford Night during the
majority of the said George R Atkinson and
that embracing the period between Janry.
1833 & April 1835. - The other and last account
was made up after the said George R Atkinson
was of lawful age, which he states occurred
on the 4th of August 1844. - He was then
fully competent to assert his rights, to settle
with and give a full discharge to his
guardian - and your respondent further
says, that he has been informed and believes
it to be true, that when the said settlement
took place the James R Wilson was very
solvent, and perfectly able to pay all that
he justly owed the complainant, who
with a knowledge of that fact, gave the
knowledge afterwards that the said James
R Wilson was growing poorer in a
pecuniary way, but the said George R
Atkinson, when engaged by some of
the defendants in this suit, as to what the
said James R Wilson his late guardian
had fully paid up and discharged
his responsibilities to him as guardian
gave the said Lord Day and Archd.
Atkinson distinctly to understand
that they need feel no solicitude
about the matter, because a full
and satisfactory payment had been
made to him by the said James R
Wilson to whom he had given and
received ~~and~~ ^{received} and discharged - thereby
killing the fears and suspicions of
some of the defendants at least, but
now it is unnecessary to say that the said
James R Wilson has recently become insol-
-vent and unfortunate in his pecuniary

To the Judge of the Circuit Court of Isle of Wight
County. The answer of George Wilson to
the bill of complaint exhibited in the
said Court against him and others
by George R. Atkinson. This defendant
now and at all times, saving and
reserving to himself all manner of
benefit and advantage of exception
to the manifold errors, insufficiency
and false allegations in the complain-
-ant's bill contained, and intending
to avail himself of every legal and
equitable defence to which by the
law of the land he is entitled, for
answer to the said bill, he says so
much thereof as he is required to
answer - says that he understands
and believes it to be true that the late
Captain Joseph Atkinson died in the
County of Isle of Wight about the month
of September 1832, having made his last
will whereby among other things he
appointed James R. Wilson, himself,
and Asa D. Atkinson, 3 of the defend-
-ant, his executors and guardians to
his children to wit, Joseph A. Atkinson,
Margaret A. Atkinson & George R. Atkin-
-son the complainant in this suit
and the testator directed that if ^{neither of} the said
persons named as guardians to his
children and executors to his wife, would
act, then his estate to be put into the hands
of the sheriff of the County, all which
with appear by reference to a copy of the
will of said Joseph Atkinson - This document
was sincerely attached to the testator & was
voluntarily for the welfare of his children;

GR at Union

7 M 3
Wilson & 1 answer
of 11/17/82

Logan 2 Dec 2 1882

To the Hon^{ble} Richard S^r Baker Judge
of the circuit court of Isl of N^y H^t.

The answer of William H Day to a bill of complaint
exhibited in this court, against him, and others by George
R Atkinson. This respondent saving and reserving to him-
self all benefit of just exception & for answer to so much of
the said bill as he is advised it is material ~~there should~~
answer says - That he admits he was one of the securities of
James R Wilson for his Guardianship of George R. Atkinson.
That the Guardian accounts were audited and settled with
the complainant who gave his receipt for the balance reported
by said accounts, and that George R. Atkinson attained the
age of twenty one years in the month of September 1844 prece-
ding the time at which his receipt bears date, and that in
May 1845 he gave his Guardian a discharge as stated in
the bill. That he has not examined the exceptions made to
the mode in which the accounts were stated by the Com^r
with sufficient care, to decide whether the accounts are ob-
noxious to the objections indicated by the bill and therefore
neither confesses nor denies, that portion of its allegations.

That the plaintiff is not entitled to recover, because
the Guardian accounts were audited by a competent Com^r
were examined by the plaintiff who was a Lawyer by
profession - and therefore presumed to understand his legal
rights & who some months after he attained his majority -
gave a receipt for the balance reported to be due, dis-
charging his Guardian from all further liability. This
respondent felt a little surprised at the excuses which the
plaintiff alleges for settling with his late Guardian in the

mode he did. He says he did so "being ignorant of the mode of stating such accounts" and presuming they were settled according to law. These reasons cannot avail, for the purpose of fixing on this respondent, an innocent security the present demand, because the plaintiff, as before stated was at the time of the settlement a well educated Lawyer, had all the audits before him, charges no fraud or concealment, does not pretend that any just credit was withheld, or any improper charge exhibited. This pretended ignorance of the plaintiff if looked to at all, must be regarded by the court as a mere pretence, as self stultification. The complainant alleges that from the time of granting his charges to his Guardian to the present, he "had never seen his Guardian account" whether he had or not this respondent does not know, but the allegations cannot be received as any excuse for not asserting this claim at an earlier day. The plaintiff knew the account was audited, he knew the audit was recorded in the clerk's office of the county in which he lived, and in the court of which he was a practising attorney, and if he did not see it, he was guilty of wilful neglect, and cannot take advantage of his own laches.

This respondent further states that a few months after the plaintiff arrived at full age, he regarded James R Wilson as solvent though managing his affairs in such a way as inevitably to become insolvent. He held a claim due to himself of between \$1500 and \$2000. which he desired to secure, and feeling some uneasiness on account of his liability at one of the securities of J. R. Wilson

as Guardian to George R Atkinson, he intended to get indemnity against loss on that account. Before mentioning the subject to Wilson, Your Respondent went to the plaintiff, and after telling him that he was thus bound as security for his guardian, inquired of him if his Guardian had settled with him. The plaintiff informed this respondent that he had settled with him, expressed no dissatisfaction with the settlement, and asserted no further claim against his Guardian. That in consequence of this assurance, of the full settlement of the guardianship transactions alluded to given by the plaintiff, Your respondent did not take any indemnity from Wilson which he would have done, but for the conduct of the plaintiff. He secured his individual claim against Wilson, and afterwards received the money. At the time of the settlement with his ward, James R Wilson was able to pay and did pay large sums of money. Now he is totally insolvent, and if a recovery be had in this suit, it must be from innocent securities, and so far as this respondent is concerned, from one, led to believe himself wholly exempt from liability, by the declarations of the plaintiff himself.

Your respondent is advised that a court of equity will not permit such inequity to be practised, nor lend its aid in the premises. That the plaintiff will not be allowed to settle with his guardian on a full exhibition of accounts, while the guardian is in solvent circumstances, inform this respondent that he had settled with him, and thereby prevent his seeking and obtaining indemnity

~~indemnity~~, rest quietly on his rights, for six years
until his guardian had become insolvent, exculpate
himself by pretended ignorance and then call
on this respondent to pay money, on account of
error in the mode of stating the account.

Your respondent states that he would now, and at
all times be willing to answer any responsibilities
he might have been under, if the claim had
been asserted in proper time, and under proper circum-
stances.

That under all the circumstances, he
feels justified by law and morality to rely on
the lapse of time to protect him, that he now
relies on the statute of limitations, as if especially
pleaded. And having answered prayer to be heard
dismissed &c. May it please the court &c.
Wm. H. Day

Virginia Isle of Wight county &c

This day Wm. H. Day personally appeared be-
fore me John. S. Lubner a Justice of the peace
for the county and state aforesaid and made
oath that to the best of his knowledge & belief
the facts stated in the foregoing answer are
correct. Given under my hand and seal
this 2nd day of December 1850 —

John S. Lubner J. P. Seal

Atkinson's Museum
No. 1 James R. Nelson's
Museum & others

the uniform & deep affection of his son, who was ever desirous to assist & relieve
his father in any & every hour of need & though he feels bound to say, that
from his subsequent misfortunes, and unexpected change & depreciation
in the value of his property, the security so given would necessarily have
had to pay the amounts. He understands that one of the errors complained
of, ^{is} that interest was not collected annually & made to carry interest. He the
Guardian did not know that the law required this to be done, & he can
say, that so long as he was guardian, he never was benefited by what
is called compound interest & has having answered prayers to be dis-
missed. May it please the Court & —

James R. Wilson

Jobs of Wright County —

This day personally appeared before me Sath C. Jordan a Justice
of the Peace for the County of Jobs of Wright, James R. Wilson, who
made oath ^{that} the facts stated in the foregoing answer are true, so far
as he knows or believes. Given under my hand & seal this 15th
day of May 1857.

Sath C. Jordan

To the Hon^{ble} Richard St. Barbey Judge
of the Circuit Court of Isle of Wight

The answer of James R. Wilson to a bill of complaint exhibited in this court against him and others by George R. Atkinson.

This respondent saving & reserving to himself all benefits of just exception & for answer to so much of said bill, as he is advised it is material he should answer, says that it is true he was guardian to George R. Atkinson the complainant in the said bill who attained the age of twenty one years, this respondent believes, in the month of September 1844, & that in May 1845, as well as this respondent now recollects - on an account made up by an order of the County Court of Isle of Wight County, before its commissioners, for the balance therein reported to be due, & at that time believed both by the complainant, & this respondent, to be all that was due from him, to his said ward, your respondent executed his bond with his son S. J. Wilson as security to the complainant which was received & considered by him as payment of & as a discharge of said balance - This respondent did not for a moment know or suspect, that there was any error in said account, and was under the impression, as was his word that the execution of the bond aforesaid, covered every cent which could be demanded of him, & it was therefore regarded by him a final settlement of his fiduciary transactions in the matter referred to - your respondent has not examined the exceptions made to the mode in which his accounts were stated by the commissioners; and were he to do so, should be unable to decide upon their legality - Being ignorant of the law in such matters, he must leave such points now, as he did in presenting his vouchers to the commissioners of the County Court, to those who are competent to adjust them - with this observation, that whichever way they may be decided, a feeling of conscious innocence - of profound regret, that he has unwittingly injured his friend - will afford some relief to the load of sorrow that now crushes him - This respondent will further say, that if the alleged errors, in the said accounts, had not been made therein, that at the time of the execution of his bond for the balance found due as aforesaid, he thinks it most probable he might have given security for the additional sum, which the said alleged errors would have caused or embraced, and this belief he has for

Alkins

and 1/2

Geo. R. Alkins

for Nov. 1850

1850

right and cause of action accrued
on the said promissory bond, and
more than 5 years have elapsed since
the said complainant has arrived
to the age of twenty one years, and
since all disability has removed
before the commencement of this suit,
and he prays the Court to see that
his interest in the matter and
that he be dismissed with his
reasonable costs in this matter.
-and, he prays &c.

A. Attie

Wm of the 1st County J.C. This day
and A. Attie came before me
jointly for said County, and
swore that the foregoing was true
in law and fact as he knew or
believed - given under my hand
this 4th of November 1850.

Anthony L. Boykin J.P.

After that time, by adverse fortune, the said
James Wilson in his pecuniary affairs
gradually grew worse and the committee
at last two of them, feeling some oppre-
-ssion, applied to the plaintiff to know if
the guardian had fully settled his ac-
-counts with him and they were assured
that a full six days had been given
and that no oppre-ssion of loss
would be entertained; they were kept in
entire confidence that all was right,
by the representation of the plaintiff,
until the said James Wilson had
become so hopelessly insolvent, that
the amount is now on the committee.
The defendant is informed by the said
James Wilson that the plaintiff has now
applied to him before this court to compel
his settled accounts, or intimated
in any way to him that an error
had been committed by the Com. in
settling the accounts, and that he
had now refused to pay, if any thing
was due because no demand had
ever been made, before suit instituted.
This defendant denies, that under the cir-
-cumstances, the accounts should be
reopened, or against the committee. And
this defendant in further answer insists
that the said George R. Peterson is entitled
to be heard and precluded by the act
of limitation or fiduciary bond,
and now pleads the act of the general
assembly entitled "an act for limitation
of actions against persons acting in a
fiduciary character, and their successors,
and for other purposes passed the 5th of
March 1826". He insists that more than
10 days elapsed - from the time the

to the guardian by the execution of the
Lath, the interest is as well paid,
if at all ~~more~~ more than one in
several years, especially as the expenses
of the same are not required. The case
of the whole profits, as appears by the
bill of the complainant, is also
informed by the said guardian that
when the complainant reached his
majority, a settlement took place under
the supervision of the complainant
and the Commissioner of the Court to
whom the settlement was referred, &
he believed the account to be correct,
and was then able and ready to pay
any deficiency that might exist,
the said having been formerly one, he
paid over to the said George R. Atkinson
several bonds bearing interest, and
wherever considerable for interest,
then one as much as he known to the
complainant, and therefore he must
know that the guardian did not
collect the interest or convert the
principal and interest to his own
use. The defendants are now required
to show that the guardian did not
ever collect or armally collect
the interest, and if suit was brought
years ago before the money could
be recovered of the debtors, then only
simple interest could be recovered.
While the rule as a general one, to require
the interest to be compounded of a
guardian may be proper, there are many
circumstances under which the rule
a Court of Equity should not be enforced,

nor should such a strict rule be enforced, unless
it may appear that the guardian was
negligent in the discharge of his duties or
having used the interest lent it out in
conversion the money to his own use.
The defendant expects to be liable for such
sums as his principal has wasted or mis-
applied, or lost by negligence, &c. &c., and
that this Court will be as liberal in such
an assignment as the law will justify. The
defendant objects to the principle indicated
in these several items, on charge the account
of the guardian. It is insisted, without a
shadow of justice or reason, that when the
guardian used the bonds for the use of the
execution of his duties, that he should be
charged as having lent out the money forth-
with. It is insisted that the heirs of the
ward should be charged with the charges
and not a reasonable time allowed
to collect & put out the money. The
rule and his ~~defendant~~ fall on the
first of the year next ensuing the
- to and living, therefore must come into
the next year account, and moreover
the bill is erroneous in many particulars,
and this respondent calls for strict proof.
As a surety, respondent has good cause
to complain ~~of~~ of the attempt to recover
of the defendant since the execution of
this case. When the complainant came to his
majority, the guardian was very able to pay
any debt he owed his ward. He did settle
promptly, they are he then supposed to be
and was a full discharge for the same.

To the Honble. Judge of the Circuit Court of
Sb. of M. & T. The answer of Arch. Atkinson
to the bill of complaint exhibited against
him and others in the said Court by George
R. Atkinson. This defendant saying and
resolving for answer says that he
believes it true that James N. Wilson quali-
fies as praecursor of the complainant, &
that George Wilson, with say from respondent
he came his son-in-law. The respondent being
surety and supposing that the praecursor
would fully and legally discharge his duties
and not interfere in his management of
the estate, and therefore has no knowledge
of the matter other than information
received from the said James N. Wilson very
recently from the bill of the complainant,
and he has every reason to suppose that no
dereliction of duty occurred on the part of
the praecursor. Knowingly James N. Wilson
received the funds of his said principal
in bonds bearing interest, and some by debtors
in the country, of whom it was impossible
to collect the interest annually, such
not being usual among men engaged in
agricultural operations in the country
wherein the debt arose. The chief part
of the estate of the father of his said son-in-
law of Sb. of M. & T. being due by persons
who had never been accustomed to pay
the interest annually, there was no
bank or other stock on which interest
was paid semi-annually or annually,
and your respondent is advised that on
some of the principal debts transferred

George B. Atkinson

vs. } Linn.

James B. Wilson & Co.

To Octo: 1850

Civ. Ct.

G. B. Atkinson

Sept 28th 50 I delivered a
Copy of this book to Jas. B.
Wilson, A. Atkinson and
Mr. H. Dwyer.

A. J. Gordon Sept
H. P. Gordon

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Isle of Wight County, Greeting:

You are hereby commanded to summon *James R. Wilson, George Wilson, William H. Day & Archibald Atkinson*

to appear at the Clerk's Office of our Circuit ~~Superior~~ ~~Court of Law and Chancery~~ for *Isle of Wight* County, at the Rules to be holden for the said Court, on the first Monday in *October* next, to answer a Bill in Chancery, exhibited against *them* in the said Court, by *George R. Atkinson*

~~And unless the said Defendant shall answer the said Bill within two months thereafter, the Court will take the same for confessed, and decree the matter thereof accordingly. And this shall in no wise omit, under the penalty of \$100.~~

And have then there this Writ.

WITNESS, *N. P. Goring* Clerk of our said Court, at the Courthouse, the *24th* day of *September* 18*50*, and in the *7th* year of our Foundation.

N. P. Goring
(One Copy to be delivered each Defendant.)

For the purpose of printing in numbers

As the people, &c.

George Washington

Geo. R. Atkinson

M. J. Sam. in
Clyf.

James H. Wilson
Geo. Wilson & Co.

To Oeto. Cir. C.T.
1830

G. R. Atkinson
per

executed by
Leahy & Co
Copy to the
Leahy & Co.

M. M. West to
W. Leitch
off

For the purpose of printing in numbers
As the people, &c.
George Washington

George Washington

For the purpose of printing in numbers

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Surry* County, Greeting:

You are hereby commanded to summon *George Wilson*

to appear at the Clerk's Office of our Circuit ~~Superior~~ Court ~~of Law and Chancery~~ for
Isle of Wight County, at the Rules to be holden for the said Court, on
the first Monday in *October* next, to answer a
Bill in Chancery, exhibited against *Wm. Thomas*
in the said Court, by *George R. Atkinson*

~~And unless the said Defendant shall answer the said Bill within two months thereafter,~~
~~the Court will take the same for confessed, and decree the matter thereof accordingly.~~
~~And this~~ shall in no wise omit, under the penalty of ~~£100~~

And have then there this Writ.

WITNESS, *W. S. Young* Clerk of our said
Court, at the Courthouse, the *24th* day of *September* 18*72*, and in the
75th year of our Foundation.

W. S. Young

(One Copy to be delivered each Defendant.)

Va Jessfright county Sc.

C.B. Hayden

This day personally appeared before me
~~James H. Duck~~ - a Justice of the peace for
the county of Jessfright,
who made oath that he delivered a true copy
of this notice to George R. Stinson on
the 5th day of May 1857 - Given under my
hand & seal this 5th day of May 1857 -

Wm. Duck J.P. (Seal)

To George R Atkinson Esqr.

Sir

I take notice that on Thursday
the 8th day of May 1857- at the bar room
of Edwin Morrison in the town of Smithfield county
of Islop Nighb State of Va between the hours of Nooock
in the morning and 5 of the afternoon of same day
I shall proceed to take the depositions of Robert H
Whitfield Junius W Wilson and James R Wilson
to be used as evidence in a suit now depending
in the circuit ~~superior~~ ^{court} ~~court~~ of East chancery for
the county of Islop Nighb State of Va in which you
are plaintiff and James R Wilson George Wilson
Archibald Atkinson and Wm H Day are defendants
~~at which time and place you may attend if~~
~~you choose~~ and if the said depositions are not
May 5th 1857 H. H. Day

continued or completed on that day the taking of the
same will be continued from time to time until
completed — May 5th 1857 W. H. Day

Wm. H. Day

at. } Chy.

S. R. Astor...

Depos. of W. H. Whitfield,
S. J. Wilson & L. R. Wilson
Juli 8 15th May 1857.

The deposition of Robert A Whitfield taken this 8th day of May 1837 - between the hours of 11 o'clock in the morning and 6 in the afternoon of the same day at the Bar room of Edwin Morrison in the town of Smithfield county of Isle of Wight and State of Virginia to be read as evidence in a suit now depending in the circuit court of Isle of Wight county - in which George R Atkinson is plaintiff and James R Wilson George Wilson Archibald Atkinson and Wm H Day defendants - taken at the instance of Wm H Day one of the defendants in the suit - The deponent being first duly sworn on the holy evangelists - deposes and says as follows

1st Question by Wm H Day defendant: Have you not in the Bar at Isle of Wight Court House when it was mentioned to me, that there was error in the settlement of the Guardians accounts of James R Wilson as Guardian of George R Atkinson, and did you not hear me remark to George R Atkinson to that effect - George (meaning George R Atkinson) I called on you, I being one of the securities of James R Wilson as Guardian for you, shortly after your settlement with him, and asked you if Mr Wilson had settled with you, and you (meaning George R Atkinson) have told me he had settled - State whether, he, George R Atkinson, admitted or denied what I said, or alleged in the foregoing remarks? - at that time -

Answer: I was present at the Bar at the Court house, ~~at~~ of said County on some Court day, when mention was made of the subject of the error in the account of Mr Wilson as Guardian to George R Atkinson, and I believe that I mentioned the fact, the error was discovered, recently and to Mr Day. Mr Day called upon Mr Atkinson, and asked him if he, Atkinson, had not told him Day, that he Atkinson, had settled with Mr Wilson his Guardian - Atkinson told or replied to Day, that he had so told him ^{and this occurred shortly after the settlement, that is the} and at the time he so told him he was not aware that there was any error in Mr Wilson his Guardians account; but had within a few days just discovered the error. That ~~after discovering his mistake, at the instance of the parties of Mr Wilson and probably of himself, Mr Day himself a commissioner was appointed to settle the transactions of and close the accounts of the said Wilson, his Guardian. That the account so made up by Mr Day, was presented to him, either by Mr Day, or Mr Atkinson. He thought in the office of the latter with the statement that such was so much due, as the said account shewed, from James R Wilson & as aforesaid - that he took it for granted that every thing was right, and the account so returned was correct, and he settled with Mr Wilson for the balance so, on the said account, (found, or alleged~~

deposition of J. James Wilson continued

3rd

Quest. 2. by the same. Did you become security to your father James R. Wilson, in a bond executed by him to George R. Atkinson, on the settlement of his accounts as guardian to said G. R. Atkinson, for about the sum of \$1000. on the 1st May 1845?

ANS. I did give security for my father to a bond of that amount & date, to George R. Atkinson, which I understood was for the settlement of his guardianship accounts - my father told me it was for the balance due George R. Atkinson on a settlement of said accounts.

Quest. 3. by the same. If at the time you executed the bond for \$1000. your father had fallen in debt to his ward, George R. Atkinson, to a greater amount, to wit - \$2000, or \$2500. would you not at that time have become security for your father?

ANS. Perhaps I might; the amounts of \$2000. or \$2500, might have caused me to reflect very seriously upon the subject, yet I might have so done - he was my father and I might have signed the bond for that amount if he had insisted upon it. I did not know at that time that my uncle, ^{son} George Wilson held a lien upon his decedent's Holly property.

Quest. 4. by the same. Did not your father own slaves property to the amount of \$1500.

ANS. Yes Sir, I should think he had.

Quest. 5. by the same. Has not James R. Wilson been conducting business on a large scale since the settlement with George R. Atkinson.

ANS. He has Sir, under the style of R. F. Wilson & Co. - he being one of the firm.

Quest. 6. by the same. Has not James R. Wilson given security for various sums of money contracted since May 1845? - ANS. I believe that he has Sir. George Wilson has become security for the firm of R. F. Wilson & Co since that time.

2nd

to be due; and it was with reference to the settlement so made, on the account returned as aforesaid, he spoke of in the reply made to the inquiry of Mr. Day as herein before mentioned.

Question by Mr. Day. Did George R. Atkinson at the time of this conversation, in the bar, ^{say} ~~say to me~~ that he had ever expressed any disapprobation ~~to me~~ ^{of the settlement} when after he told me, that Mr. Wilson had settled or since that period until this conversation took place in the bar.

ANS. I did not understand him to say that he had.

Quest. Is not George R. Atkinson a practicing lawyer in the county of Isle of Wight? - ANS. He is & was, and he re-came to the bar in the latter part of 1844, and has attended regularly the courts, except the year 1849 during this latter year he occasionally -

Question by George R. Atkinson. Was not George R. Atkinson appointed a Commissioner in the County Court of Isle of Wight, in August 1850

ANS. I believe he was.

J. P. Wilson ex

The foregoing deposition was taken & sworn to before me a justice of the at the bar room of the ~~Sage Hotel~~ ^{Sage Hotel} Tavern of Edwin Morrison, on the 8th day of May 1851, between the hours of 11. A.M. & 6. P. M. of that year when my land drove the 8th May 1851.

J. P. Wilson ex

The deposition of J. James Wilson (taken at the time & place aforesaid,) who having been first duly sworn on the Holy Evangelists, deposes as follows.

Question by Mr. R. Day. Did you execute a bond to me, in 1844, the 20th Sept. 1844, in the sum of \$2000. in discharge of a debt due to me by your father James R. Wilson?

ANS. I did so execute a bond for that amount of that date, and on this account - My father was indebted to Mr. Day to the amt. of two thousand dollars, and I was indebted to my father for real estate, the house & lot ~~on~~ I now live in - and I paid off my father by redeeming the debt due Mr. Day by him, and for this reason & in this way I executed the bond of the \$2000. to Mr. Day. which I have since paid.

The deponent test by Geo. N. Alderson. Who composed the firm of R. F. Wilson & Co. Ans. I can't say positively, but think it was James R. Wilson & Reuben F. Wilson.

Quest. 2^d by same. What was the relationship between George, R. & Reuben F. Wilson?
Ans. R. F. Wilson is a son of George Wilson.

Quest. 3^d by same. What was the nature of the business transacted by R. F. Wilson & Co.?

Ans. They conducted the manufacturing business of manufacturing cotton yarns.

Quest. 4th by same. Was not their manufacturing & factory, conveyed by deed in trust for the benefit of Geo. Wilson, from 1845- till 1849.

Ans. I did. The, Mr. Wilson had a deed of trust upon the factory, at what time it was given I do not know.

Quest. 5th by same: Had you known of the existence of this deed, would you not have been more cautious in giving your father's security than you ~~were~~ ^{were}?

Ans. My impression now is, that of course I should have been.

By consent of parties, the continuation of the examination of J. R. Wilson is adjourned till Saturday next the 10th of May - at two o'clock - given under my hand this 2nd day 53

J. P. Spooner, J. C.

At the Bar Room of Mr. C. Morrison in the Town of London
- held on Saturday the 10th day of May 1851. The parties hav-
-ing adjourned to this day and place the parties being present
and the deponent J. P. Wilson being first duly sworn, his
examination was continued.

Question by Geo: R. Atkinson, to J. J. Wilson - Did you not at the time of the execution of the bond of \$1000 to me by your father James R. Wilson and by you as its security have fears that he was not solvent? and were you not induced to become his security by the execution by him of a deed of trust to secure you against loss by reason of such security ~~and~~ and by your filial affection for ^{him} and was said trust deed ever of any benefit to you?

Answer. I was under the impression at the time, that my Father was solvent, but he made me the deed referred to above, I think, to secure me against loss by him, if any accident should occur to him - I was induced to be my father's security by filial affections, as I had commenced life with the determination to be security for none but my own family, & this determination was formed from after hearing my father say, ~~that~~ he had suffered greatly from being security - The above named deed was never of any benefit to me whatever, that I know of -

Question By E. R. Atkinson. Do you believe that James R. Wilson was able to pay his debts at the time of the execution of said bond and ^{if so} what are the grounds for that belief?

Answer. My Father's indebtedness at the time, was more than I was aware of - I do not now believe that he could have paid all his debts at the time, if his property had been forced into market -

Question By E. R. Atkinson. Did your father, James R. Wilson ever ~~pay~~ ^{now} the debt to me of \$1000 and do you not ^{now} regard it as your debt? Answer - My Father has never paid off the claim, & I do now consider myself bound to pay it off -

Question by Mr. Hay - You state that the deed made to secure you as security for your father, in a bond executed by him to Geo. R. Atkinson was never of any benefit to you? - Will you say why it was not of any benefit? - Was it not on a quarter share of dismal swamp land company stock, which you failed to have recorded, according to law. - And was it not in consequence of this, that you failed to be benefited? - Was not that quarter share estimated to be worth thirty five hundred dollars, and did it not sell for that amount. -

Answer. The deed I think was on a fourth share of Dismal Swamp Land Company stock, & I am pretty certain the deed was never recorded. -

I think the stock named, was afterwards sold for thirty five hundred dollars. -

Question by the same. You state in one of your answers, that you do not ^{now} believe, that at the time your father Geo. R. Wilson ~~at the time he~~ executed the bond to Geo. R. Atkinson to which you are security, that if his property had been forced into market, he could not have paid his debts. Is not that opinion founded on the fact, that ^{the} factory's ~~for~~ ^{the} ~~factory~~ cotton in which your father had an interest was sold at greatly reduced price, to what it was supposed to be worth, at the time the bond was executed. - That what it was supposed to be worth, at the time the bond was executed. -

Answer. The sacrifice in the sale of factory property when sold, is the foundation of my belief, that my father could not pay his debts at the time named. - I ~~then~~ thought it worth at least twenty thousand dollars. - But I do not know, that I am much of a judge of such property. -

Question by the same. From the property held in possession by

Geo. R. Wilson, & his position in society, do you not believe that for a year or two subsequent to his settlement with Geo. R. Atkinson if he, Geo. R. Wilson could not have given security for a thousand or twelve hundred dollars? answer. It is my impression that he could. -

Question by Geo. R. Atkinson. - Was there not a deed by which the one fourth share of dismal swamp land company stock ~~has been previously~~ conveyed, in existence at the time of the execution of the deed conveying said fourth share for your benefit. - answer. From what I learn from my father, there was a prior deed on the stock, to one of the Banks, for twenty five hundred dollars. - That fact was embraced in the deed given me. - *James Wilson Dep.*

The foregoing deposition was taken & sworn to before me a Justice of the peace at the bar room of C. Morrison on Saturday the 10th day of May 1851. - between the hours of 11 A.M. and 5 P.M. - Given under my hand & seal this 10th day of May 1851. - *Edw. Forester J.P.*

The deposition of Geo. R. Wilson taken at the time & place aforesaid, who having been first duly sworn on the holy evangelist, depose, as follows. -

Question by Mr. Hay - Did I not hold a bond against you, in 1844 for the amount of two thousand dollars, and require of you, that you should secure the said debt? -

Did you not secure the said debt, and has it not been since paid? answer. You did. - I did secure the debt by a sale of my house & lot in Smithfield to my son Geo. Wilson for twenty seven hundred dollars. when he gave me his note for the same & which was soon paid with the residue of the plantation money he took in & paid other debts against me. -

Question by the same. Did I not ask or intend

to You in 1844 that I wished You to settle your
Guardianship account with George R. Atkinson

Answer - You came out to Mr. Holly one evening - I
was then as you rode up about to ride forwards Mr. Edwards
& you rode along with me, when this question was asked -

Question by Geo. R. Atkinson Was the sale of your house and lot previous
to your settlement of your guardianship account with me, what was the
date of that settlement and at what time was I of age?

Answer - I do not at this time recollect, whether the lot was
sold previous, or subsequent to the settlement of my Guardianship
account, yet I could answer it positively if I could have reference
to a receipt & the date of the deed -

Question by Geo. R. Atkinson Was not the Cotton factory conveyed
by deed to me at the time of your settlement with me say
in 1844 and the first part of 1845? Answer - That portion or
half of the Factory & all the property belonging to, then by me - I
conveyed to my Brother George Atkinson, when we jointly pur-
chased the Factory, which deed was never recorded -

Question by Geo. R. Atkinson Did you not in your settlement with
me as my guardian pay me bonds executed by J. G. Spratley Doctor
for \$3000, in consideration of a tract of land, ^{given by him} and is there not a bond of
\$1500 still due ^{by you} and unpaid, the consideration of which is part of the
price which you were to pay for the same land when you purchased
it? Answer - I did pay you such Bonds & there is such a
bond of \$1500 unpaid -

Question by Geo. R. Atkinson Was you believe that at the time of your
settlement with me, as my guardian you were in solvent circum-
stances? Answer - If the property I then held, could have been sold
for a fair valuation, I believe I was able to pay my debts -

Question by Geo. R. Atkinson Is you believe that under the circumstances
in which you were then placed your property could have been sold for

a fair valuation, and did not you endeavor to sell the factory in 1844?

~~and did you not with the \$3500 for which the one fourth share of District
Lumber Company Stock, was sold, pay debt for which said share was bound?~~

Answer - I believe that property of that character being
so with a Cotton Factory, in this section of country, could not
have been sold for its value, or near its cost, as but few persons
knew either its value, or had any knowledge of the business -

Question by Wm. H. Day Did you not after
your settlement with George R. Atkinson erect
a large brick building in Norfolk and conduct
the manufacturing business there - Answer - Yes.

Form of N. A. Nelson & Co. did so, & borrowed the money
to erect the Building of the Farmers Bank of Va. at Norfolk.

James A. Nelson & Co.

The foregoing deposition was taken & sworn to before me a
Justice of the peace at the bar room of C. Morrison in the
Town of Smithfield & State of Virginia on the 10th day
of May 1857 between the hours of 11 A. M. and 6 P. M.
of that day. Given under my hand & seal the 10th day
of May 1857.

J. H. Jordan D. C.

"

Exhibit "A" referred to in the
Deposition of John Worrall
N. A. C. v. P.

Mr J R Wilson, Guardian of Geo R Atkinson

1842

On acc with Womble & Deane

Sept. 9th To W. Lightrees draft on Geo. R Atkinson

1843

From B F Graham

\$70.00

March 2^d " Cash paid for Box of Cigars \$6.1 Cane \$1.

7.00

" Intd to 1st Augt. 1843.

3.92

Augt. 1 By amt charged to Wilson & Brother

\$80.92

80.92

E. E. Womble & Deane

By Geo. H. Tompkins

Magruder & Bos

Exhibit B" referred to in the
Deposition of John Womble
Wal. W. P.

Pay to Magruder &
Boschman on order

Beyers & Graham
aug. 20. 1842

Magruder & Boschman

James Magruder

Goveiland Co. Va

Aug. 19. 1842

Mr George W. Atkinson

Richmond Va

Ten days after date will pay

to Messrs. F. G. & Co. or order seventy

Dollars & charge the same to account
of yours Respectfully

Wm Lister

— " —

To debit if Jas. B. Williams }
Sep 1st 1842

Service acknowledged by me

30 Dec. 1851

Q. Atkinson for
self & Mrs. Wilson
Wm. H. Day -
J. H. Wilson

To Messrs James R Wilson, George Wilson, Archibald Atkinson,
and William H Day, Gentlemen, Take notice, That
on the 13th day of January 1852, between the hours of nine
in the forenoon and six in the afternoon of that day, at the
counting room of Parker Bayly Shimmens in the city of Richmond
and State of Virginia, I shall proceed to take the depositions
of John Womble and George W Atkinson, to be used as evi-
dence in a certain matter of account, referred to Commissioner
Hayden for settlement by a decree of The Circuit Court of Isle
of Wight County, rendered at the October term 1851, in a suit in
Chancery depending therein in which I am plaintiff and
you are defendants; and if from any cause the taking
of said depositions should not be commenced or being com-
menced, should not be completed, on that day, the taking of the
same will be adjourned from time to time, until the said depositions
are completed. Given under my hand this 29th day of December 1851
Geo R Atkinson

Atkinson

W.

Wilson et als.

Deposition of John
Womble.

For Plaintiff

Notary's fee \$5.
Paid by Pett W. B.

or George R. Atkinson, and what has become of that draft?

Answer. at the time the draft came into my hands, I believed it to be on George R. Atkinson, the ward of James R. Wilson, and now the Plaintiff in this suit. I remained of that opinion, until after I had been requested by the guardian James R. Wilson to pay it; after which I discovered my error, and found that the draft was on George W. Atkinson, and that it had been paid by mistake. at the request of Mr Wilson the guardian, made after the money was paid, or at his suggestion, he having first informed me of the mistake, I called on ^{one of} the firm of Magruder & Brother who had forwarded the draft to us for collection; and informed him of the facts of the case, and stated to him that his firm ought to refund the money to me, or to the guardian. On his refusing to do so, we agreed, to save the trouble and expense of a suit, to submit the matter to Joseph Mayo, a Lawyer in the City of Richmond, who decided that Mr Magruder was not bound to pay it, all the facts on his part having been submitted by Mr Magruder, and for Mr ~~Atkinson~~ ^{in view of the guardian} by me. I annex the draft hereto marked "B"

And further this Dependent saith not
Jno. Wamble

City of Richmond to wit.

In testimony whereof and of the due execution of the foregoing Deposition of John Wamble, I, Herbert A. Claiborne, a Notary Public for the City aforesaid, have

have hereto set my hand and affixed my notarial seal of office, this thirtieth day of January, one thousand, eight hundred and fifty,

two

Herbert A. Claiborne

Notary Public

The Deposition of John Womble taken before me
Herbert A. Claiborne, a Notary Public for the City of
Richmond, on ~~Tuesday~~ the 13th day of January,
1852, between the hours of nine in the forenoon, and six
in the afternoon of that day, at the Counting Room
of Parker, Bayly & Nimmo, in said City, in the State
of Virginia, to be used as evidence in a certain matter
of account referred to Commissioners Hayden for settlement
by a decree of the Circuit Court of Isle of Wight County,
rendered at the October Term, 1851, in a suit in Chan-
cery depending therein, in which George R. Atkinson is
Plaintiff, and James R. Wilson, George Wilson, Archi-
bald Atkinson, and William W. Day, are Defen-
dants, the said deposition being taken in pursuance
of notice hereto annexed - the Plaintiff, and the defendant
Archibald Atkinson being present.

The said John Womble having been first duly sworn,
deposes as follows to the subjoined Questions
1st Question by the Plaintiff

Did you in August, 1843, have an account against
James R. Wilson as guardian of George R. Atkinson?
Was that account paid by Mr Wilson, in August, 1843,
and what were the items of that account?

Answer. I did not, but the firm of Womble & Deane,
of which I was a member, did. That account was
settled on the first day of August, 1843, by being char-
ged to the account of Wilson & Brother, and the items
were W. Lightner's draft &c. as enumerated in the
account now exhibited marked "A" and hereto annexed.
which is a correct account from the books of Womble
and Deane.

2nd Question by same

Was the draft of W. Lightner, on George W. Atkinson
or

A. H. Hinson

in 1871

Confidential

B

Notes with 2nd copy

To

Charles B. Hayden

Special Commissioner &c.

Smithfield

Isle of Wight County

va



G R Atkinson }
as } In Charge
Saml R. Whitcomb }

Commissioners Hayden
Report

Filed 16th. April 1832

Account of George R Atkinson with James R Wilson his Guardian

1833	Sept 30	To Disbursements this year	42 60
"	"	" Comm on \$5741.88 (principal)	257 08
"	"	" " 47.73 - Interest	2 67
"	"	" Balance per contra	4892 81
			<u>\$5195 16</u>

1834	Sept 30	To Disbursements this year	97 16
"	"	" Comm on Shares & Rents (\$203.00)	10 15
"	"	" Interest on Balance	14 67
"	"	" Balance as per contra	5267 39
			<u>\$5389 37</u>

1835	Sept 30	To Disbursements this year	236 38
"	"	" Comm on \$257. rec'd this year -	12 55
"	"	" Interest	16 47
"	"	" Principal rec'd this year -	126 17
"	"	" Balance as per contra	7979 77
			<u>\$8371 34</u>

1836	Sept 30	To Disbursements this year -	146 48
"	"	" Comm on Shares & Rents	12 25
"	"	" Interest on Balance -	23 93
"	"	" " " on amt from Father's Exp -	3 98
"	"	" Balance as per contra	8596 51
			<u>\$8983 15</u>

1837	Sept 30	To Disbursements this year	167 68
"	"	" Comm on Shares & Rents	11 91
"	"	" Interest on Balance	25 67
"	"	" Balance as per contra	9143 04
			<u>\$9348 30</u>

1838	Sept 30	To Disbursements this year	688 39
"	"	" Comm on Shares & Rents	11 60
"	"	" Interest	27 42
"	"	" Balance as per contra	9196 27
			<u>\$9923 68</u>

1833	Jan	By this amt from Father's Estate - \$2306.77 -	
"	Feb 20	" " 2834.89 -	5141 16
"	Sept 30	" Interest on \$2306.77 - from 1 st July to date	34 60
"	"	" " \$2834.89 " Aug 20 th "	18 90
			<u>\$5195 16</u>

1833	Sept 30	By Balance due per debit in principal	4892 81
1834	Sept "	" Interest on ditto to date	293 56
"	"	" Rents & Shares rec'd this year.	203 00
			<u>\$5389 37</u>

1834	Sept 30	By Balance due per debit in principal	5267 39
1835	Sept "	" Interest on to date	316 07
"	"	" Rents & Shares rec'd this year	257 00
"	Feb 28	" Amt rec'd from Father's Exp	2523 42
"	Sept 30	" Interest on from Aug 28 th to date	13 46
			<u>\$8371 34</u>

1835	Sept 30	By Balance due per debit in principal	7979 77
1836	Sept "	" Interest on to date	478 78
"	"	" Rents & Shares rec'd this year	245 00
"	24	" Amt Rec'd from Father's Exp	79 60
			<u>\$9983 15</u>

1836	Sept 30	By Balance due per debit in principal	8596 57
1837	Sept "	" Interest on to date (Sept \$9.60)	511 01
"	"	" " \$79.60 - from March 24 th to date	242
"	"	" Rents Shares this year	238 36
			<u>\$9348 30</u>

1837	Sept 30	By Balance due per debit in principal	9143 04
1838	Sept "	" interest on ditto to date -	548 58
"	"	" Shares & Rents this year.	232 06
			<u>\$9923 68</u>

3
Account *A* of George R Atkinson

1839	Sept 30	To Disbursements this year	743 82
"	"	" Comms on Shares & Rents	13 15
"	"	" " Interest	27 09
"	"	" Balance as per contra	922 148
1840			<u>\$10011 04</u>
Sept 30	To Disbursements this year	1035 48	
"	"	" Comms on Shares & Rents	12 50
"	"	" " Interest	27 67
"	"	" Balance as per contra	89 54 42
1841			<u>\$10030 09</u>
Sept 30	To Disbursements this year	513 32	
"	"	" Comms on Shares & Rents	15 48
"	"	" " Interest	26 86
"	"	" Balance as per contra	924 573
1842			<u>\$9801 39</u>
Sept 30	To Disbursements this year	788 54	
"	"	" Comms on Shares & Rents	11 90
"	"	" " Interest	27 74
"	"	" Balance as per contra	9210 29
1843			<u>10038 47</u>
Sept 30	To Disbursements this year	870 71	
"	"	" Comms on Shares & Rents	11 75
"	"	" " Interest	27 63
"	"	" Balance as per contra	9087 81
1844			<u>\$9997 90</u>
Aug 4 th	To Disbursements to date	909 36	
"	"	" Comms on Shares & Rents	12 15
"	"	" " Interest	23 09
"	"	" Balance as per contra	8857 77
1844			<u>\$9802 87</u>
Sept 1	To amt pd wad this day as per receipt on		
	Commissioner Lightfoot's Report	8531 33	
"	" Balance as per contra	366 31	
		<u>\$8897 64</u>	

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with James R Wilson his Guardian

1838	Sept 30 th	By Balance due per debit in principal -	9196 27
1839	Sept "	" Interest on ditto to date.	531 77
"	"	" Hires & Rents this year -	263 00
1839			<u>\$1001104</u>
Sept 30	By Balance due per debit in principal	9226 48	
1840	Sept "	" Interest on ditto to date	553 59
"	"	" Hires & Rents this year	250 00
1840			<u>\$1003009</u>
Sept 30	By Balance due per debit in principal	8954 42	
1841	Sept "	" Interest on ditto to date	537 26
"	"	" Hires & Rents this year	309 71
1841			<u>\$980139</u>
Sept 30	By Balance due per debit in principal	9245 73	
1842	Sept "	" Interest on ditto to date	554 74
"	"	" Hires & Rents this year	238 00
1842			<u>\$1003847</u>
Sept 30	By Balance due per debit in principal	9210 29	
1843	Sept "	" Interest on ditto to date	552 61
"	"	" Hires & Rents this year	235 00
1843			<u>\$999790</u>
Sept 30	By Balance due per debit in principal	9087 81	
1844	Aug 4	" Interest on ditto to date - (10 mos & 5 days)	461 96
"	"	" Hires & Rents for year ending Sept 30 th 1844) present value	253 10
1844			<u>\$980287</u>
Aug 4	By Balance due per debit in principal	8857 77	
Sept 1	" Interest on ditto to date	39 87	
			<u>\$889764</u>

1852
 May 16 To Balance as per contra \$ 535 71
 \$ 535 71

1844
 Sept 1st By Balance due per debit in principal \$ 366 31
 1852
 May 16 " Interest on to date 169 40
 \$ 535 71

George R Atkinson, In Account with James R Wilson his Guardian.
 Account B

1833
 Sept 30 To Disbursements this year 42 60
 " " " Commissions on Principal 257 08
 " " " Balance as per contra 4895 48
 \$ 5195 16

1833
 Jan By this amt from Father's Etc - \$2306.77
 Feb 20 " " 2834.89
 Sept 30 " Interest on \$2306.77 from 1st July to date 34 60
 " " " do \$2834.89 " Aug 28th " 18 90
 \$ 5195 16

1834
 Sept 30 To Disbursements this year 97 16
 " " " Commissions on Shares & Rents 10 15
 " " " Balance as per contra 5284 89
 \$ 5392 20

1833
 Sept 30 By Balance due per debit in principal 4895 48
 1834
 Sept " " Interest on ditto to date 293 72
 " " " Rents & Shares this year 203 00
 \$ 5392 20

1835
 Sept 30 To Disbursements this year 236 38
 " " " Commissions on Shares & Rents 12 55
 " " " ditto on Principal 126 17
 " " " Balance as per contra 8014 76
 8389 86

1834
 Sept 30 By Balance due per debit in principal 5284 89
 1835
 Sept " " Interest on ditto to date 317 09
 " " " Shares & Rents this year 257 00
 Feb 28 " This amt from Father's Etc 2523 42
 Sept 30 " Interest on ditto from Aug 28th to date 13 46
 8389 86

1836
 Sept 30 To Disbursements this year 146 48
 " " " Commissions on Shares & Rents 12 25
 " " " Amt on Principal 3 98
 " " " Balance as per contra 8657 53
 8820 24

1835
 Sept 30 By Balance due per debit in principal 8014 76
 1836
 Sept " " Interest on ditto to date 480 88
 " 30 " Shares & Rents this year 245 00
 " 24 " This amt from Father's Etc 79 60
 8820 24

1837
 Sept 30 To Disbursements this year 167 68
 " " " Commissions on Shares & Rents 11 91
 " " " Balance as per contra 9233 39
 \$ 9412 98

1836
 Sept 30 By Balance due per debit in principal 8657 53
 1837
 Sept " " Interest on ditto less \$79.60 to date 574 67
 " " " " on \$79.60 from March 24th to date 2 42
 " " " Shares & Rents this year 238 36
 \$ 9412 98

1838
 Sept 30 To Disbursements this year 188 39
 " " " Commissions on Shares & Rents 11 60
 " " " Balance as per contra 9319 46
 \$ 10019 45

1837
 Sept 30 By Balance due per debit in principal 9233 39
 " " " Interest on ditto to date 534 00
 " " " Shares & Rents this year 232 06
 \$ 10019 45

Account B. of George R. Atkinson with

1839	Sept 30	To Disbursements this year	743 82
"	"	" Commissions on Slaves & Rents	13 15
"	"	" Balance as per contra	9384 66
1840			<u>\$10141 63</u>
Sept 30		To Disbursements this year	1035 48
"	"	" Commissions on Slaves & Rents	12 50
"	"	" Balance as per contra	9149 76
1841			<u>\$10197 74</u>
Sept 30		To Disbursements this year	513 32
"	"	" Commissions on Slaves & Rents	15 48
"	"	" Balance as per contra	9479 65
1842			<u>\$10008 45</u>
Sept 30		To Disbursements this year	788 54
"	"	" Commissions on Slaves & Rents	11 90
"	"	" Balance as per contra	9485 99
1843			<u>\$10286 43</u>
Sept 30		To Disbursements this year	870 71
"	"	" Commissions on Slaves & Rents	11 75
"	"	" Balance as per contra	9407 69
1844			<u>\$10290 15</u>
Aug 4 th		To Disbursements to date	909 36
"	"	" Comms on Slaves & Rents	12 65
"	"	" Balance as per contra	9217 03
1844			<u>\$10139 04</u>
Sept 1 st		To this amount paid over on this date as per Commissioner Lightfoot's Report	8531 33
"		" Balance as per contra	725 64
			<u>\$9256 97</u>
1852			
May 16		To Balance as per contra	<u>\$1061 25</u>
			<u>\$1061 25</u>

James R Wilson his Guardian

1838	Sept 30	By Balance due per debit in principal	9319 46
1839	Sept ..	" Interest on ditto to date	559 18
"	" ..	" Hires & Rents this year	263 00
1839			<u>\$10141 63</u>
Sept 30		By Balance due per debit in principal	9384 66
1840	Sept ..	" Interest on ditto to date	563 08
"	" ..	" Hires & Rents this year	250 00
1840			<u>\$10197 74</u>
Sept 30		By Balance as per debit in principal	9149 76
1841	Sept ..	" Interest on ditto to date	548 98
"	" ..	" Hires & Rents this year	309 71
1841			<u>\$10008 45</u>
Sept 30		By Balance as per debit in principal	9479 65
1842	Sept ..	" Interest on ditto to date	568 78
"	" ..	" Hires & Rents this year	238 00
1842			<u>\$10286 43</u>
Sept 30		By Balance as per debit in principal	9485 99
1843	Sept ..	" Interest on ditto to date	569 16
"	" ..	" Hires & Rents this year	235 00
1843			<u>\$10290 15</u>
Sept 30		By Balance as per debit in principal	9407 69
1844	Aug 4 th	" Interest on ditto to date	478 25
"	" ..	" Hires & Rents due per 35 th percent value	253 10
1844			<u>\$10139 04</u>
Aug 4 th		By Balance as per debit in principal	9217 03
Sept 1 st		" Interest on ditto to date	39 94
1844			<u>\$9256 97</u>
Sept 1 st		By Balance as per debit in principal	725 64
1852	May 16	" Interest on ditto to date	335 61
			<u>\$106125</u>

Account of George R Atkinson with

James R Wilson his Guardian

1833	Sept 30	To Disbursements this year	42 60
"	"	" Commissions on Principal	257 08
"	"	" Balance as per contra	4972 21
			<u>\$5271 89</u>
1834	Sept 30	To Disbursements this year	97 16
"	"	" Commissions on Slaves & Rents	10 15
"	"	" Balance as per contra	5366 23
			<u>\$5473 54</u>
1835	Sept 30	To Disbursements this year	238 38
"	"	" Comms on Slaves & Rents	12 55
"	"	" do on Principal	126 17
"	"	" Balance as per contra	8138 83
			<u>\$8513 93</u>
1836	Sept 30	To Disbursements this year	146 48
"	"	" Comms on Slaves & Rents	12 25
"	"	" " " Principal	3 98
"	"	" Balance as per contra	8789 05
			<u>\$8951 76</u>
1837	Sept 30	To Disbursements this year	167 68
"	"	" Comms on Slaves & Rents	11 91
"	"	" Balance as per contra	9374 03
			<u>\$9553 62</u>
1838	Sept 30	To Disbursements this year	688 39
"	"	" Comms on Slaves & Rents	11 60
"	"	" Balance as per contra	9468 54
			<u>\$10168 53</u>
1839	Sept 30	To Disbursements this year	743 82
"	"	" Comms on Slaves & Rents	13 15
"	"	" Balance as per contra	9542 68
			<u>\$10299 65</u>

1833	Sept 30	By this amount from Father's Exp - 2306.77	
"	Feb 20 th	" " " 2834.89	5141 66
"	Sept 30	" Interest on 2306.77 from Apr th 5 mos - 29 days	68 81-
"	"	" " 2834.89 " May 20 th - 4 mos - 10 days -	61 42
			<u>\$5271 89</u>
1834	Sept 30	By Balance as per debit in principal	4972 21
"	"	" Interest on to date	298 33
"	"	" Slaves & Rents this year	203 00
			<u>\$5473 54</u>
1835	Sept 30	By Balance as per debit in principal	5366 23
"	Sept 30	" Interest on to date	321 97
"	"	" Slaves & Rents this year	251 00
"	"	" This amt from Father's Exp -	2523 42
"	"	" Interest on do from May 28 th	57 31
			<u>\$8513 93</u>
1836	Sept 30	By Balance as per debit in principal	8138 83
"	Sept "	" Interest on to date	488 33
"	"	" Slaves & Rents this year	245 00
"	"	" This amt from Father's Exp	79 60
			<u>\$8951 76</u>
1837	Sept 30	By Balance as per debit in principal	8789 05
"	Sept "	" Interest on left \$79.60 to date	522 57
"	"	" do on \$79.60 from Dec 24 th to date	3 64
"	"	" Slaves & Rents this year	238 36
			<u>\$9553 62</u>
1837	Sept 30	By Balance as per debit	9374 03
"	Sept "	" Interest on to date	562 44
"	"	" Slaves & Rents this year	232 06
			<u>\$10168 53</u>
1838	Sept 30	By Balance as per debit	9468 54
"	Sept "	" Interest on to date	568 11
"	"	" Slaves & Rents this year	263 00
			<u>\$10299 65</u>

11
Account of George R Atkinson with

1840			
Sept 30	To Disbursements this year	1035 48	
" "	" Comms on Sales & Rents	12 50	
" "	" Balance as per contra	9317 26	
		<u>\$10365 24</u>	
1841			
Sept 30	To Disbursements this year	513 32	
" "	" Comms on Sales & Rents	15 48	
" "	" Balance as per contra	9657 20	
		<u>\$10186 00</u>	
1842			
Sept 30	To Disbursements this year	588 54	
" "	" Comms on Sales & Rents	11 90	
" "	" Balance as per contra	9674 19	
		<u>\$10474 63</u>	
1843			
Sept 30	To Disbursements this year	870 71	
" "	" Comms on Sales & Rents	11 75	
" "	" Balance as per contra	9607 18	
		<u>\$10489 64</u>	
1844			
Aug 4 th	To Disbursements to date	909 36	
" "	" Comms on Sales & Rents	12 65	
" "	" Balance as per contra	9426 63	
		<u>\$10348 64</u>	
1844			
Sept 1 st	To this amount paid ward as per Commission	8531 33	
	Lightfoot's Refsat	937 72	
" "	" Balance as per contra	<u>\$9469 05</u>	
1852			
May 16	To Balance as per contra	1371 41	
		<u>\$1371 41</u>	

12
James R Wilson his Guardian

1839			
Sept	30	By Balance as per debit	9542 68
1840			
Sept	"	" Interest on to date	572 56
"	"	" Hires & Rents this year	250 00
			<u>\$10365 24</u>
1840			
Sept	30	By Balance as per debit	9317 26
1841			
Sept	"	" Interest on to date	559 03
"	"	" Hires & Rents	309 71
			<u>\$10186 00</u>
1841			
Sept	30	By Balance as per debit	9657 20
1842			
Sept	"	" Interest on to date	579 43
"	"	" Hires & Rents	238 00
			<u>\$10474 63</u>
1842			
Sept	30	By Balance as per debit	9674 19
1843			
Sept	"	" Interest on to date	580 45
"	"	" Hires & Rents	235 00
			<u>\$10489 64</u>
1843			
Sept	30	By Balance as per debit	9607 18
1844			
Aug	4	" Interest on to date	488 36
"	"	" Hires & Rents present value	253 10
			<u>\$10348 64</u>
1844			
Sept	4 th	By Balance as per debit	9426 63
Sept	1	" Interest on to date	42 42
			<u>\$9469 05</u>
1844			
Sept	1 st	By Balance as per debit	937 72
1852			
May	16	" Interest on to date	433 69
			<u>\$1371 41</u>

13
Account of George R Atkinson with

1835	Sept 30	To Disbursements this year	236 38
"	"	" Comms on Hires & Rents	12 55
"	"	" ditto on Interest	19 27
"	"	" ditto on Principal	126 17
"	"	" Balance as per contra	8032 90
1836			<u>\$8427 27</u>
Sept 30		To Disbursements this year	146 48
"	"	" Comms on Hires & Rents	12 25
"	"	" " Interest	24 10
"	"	" " Principal	3 98
"	"	" Balance as per contra	8652 66
1837			<u>\$8839 47</u>
Sept 30		To Disbursements this year	167 68
"	"	" Comms on Hires & Rents	11 91
"	"	" " Interest	25 84
"	"	" Balance as per contra	9202 39
1838			<u>\$9407 82</u>
Sept 30		To Disbursements this year	688 39
"	"	" Comms on Hires & Rents	11 60
"	"	" " Interest	27 60
"	"	" Balance as per contra	9259 00
1839			<u>\$9986 59</u>
Sept 30		To Disbursements this year -	743 82
"	"	" Comms on Hires & Rents	13 15
"	"	" " Interest	27 78
"	"	" Balance as per contra	9292 79
1840			<u>\$10077 54</u>
Sept 30		To Disbursements this year	1035 48
"	"	" Comms on Hires & Rents	12 30
"	"	" " Interest	27 87
"	"	" Balance as per contra	9024 31
			<u>\$10100 36</u>

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James R Wilson his Guardian

1834	Sept 30	By Balance per debit	5267 39
1835	Sept	" " Interest on to date	316 07
"	"	" " Hires & Rents this year	257 00
"	"	" " Amt from Father's Eye	2523 42
"	"	" " Interest on from April 15 th to date	69 39
1835			<u>\$8427 27</u>
Sept 30		By Balance as per debit	8032 90
1836	Sept	" " Interest on to date	481 97
"	"	" " Hires & Rents this year	245 00
"	24	" " Principal	79 60
1836			<u>\$8839 47</u>
Sept 30		By Balance as per debit	8652 66
1837	Sept	" " Interest on to date (less \$79.60)	514 38
"	"	" " on \$79.60 from March 24 th	242
"	"	" " Hires & Rents this year -	238 36
1837			<u>\$9407 82</u>
Sept 30		By Balance as per debit	9202 39
1838	Sept	" " Interest on to date	552 14
"	"	" " Hires & Rents this year	232 06
1838			<u>\$9986 59</u>
Sept 30		By Balance as per debit	9259 00
1839	Sept	" " Interest on to date	555 54
"	"	" " Hires & Rents this year	263 00
1839			<u>\$10077 54</u>
Sept 30		By Balance as per debit	9292 79
1840	Sept	" " Interest on to date	557 57
"	"	" " Hires & Rents this year	250 00
1840			<u>\$10800 36</u>

15
Account *L* of George R Atkinson with

1841				
Sept	30	To Disbursements this year	513	32
"	"	" Comms on Shares & Rents	15	48
"	"	" " Interest	27	07
"	"	" Balance as per contra	931	9 82
			<u>\$987</u>	<u>5 19</u>
1842			788	54
Sept	30	To Disbursements this year -		
"	"	" Comms on Shares & Rents	11	90
"	"	" " Interest	27	96
"	"	" Balance as per contra	928	8 61
			<u>\$1011</u>	<u>7 01</u>
1843			870	71
Sept	30	To Disbursements this year -		
"	"	" Comms on Shares & Rents	12	65
"	"	" " Interest	27	86
"	"	" Balance as per contra	916	9 70
			<u>\$1008</u>	<u>0 92</u>
1844			909	36
Aug	4	To Disbursements to date		
"	"	" Comms on Shares & Rents	12	65
"	"	" " Interest	23	30
"	"	" Balance as per contra	894	3 57
			<u>\$988</u>	<u>8 82</u>
1844			853	1 33
Sept	1 st	To this amt paid round on this day -		
"	"	" Balance as per contra	452	43
			<u>\$898</u>	<u>3 76</u>
1852				
May	16	To Balance as per contra	\$661	78
			<u>\$661</u>	<u>78</u>

James R Wilson his ¹⁶Guardian

1840	Sept 30	By Balance as per debit	9024 51
1841	Sept "	" Interest on to date	541 47
"	"	" Shares & Rents	309 71
1841			\$9875 69
Sept 30	By Balance as per debit	9319 82	
1842	Sept "	" Interest on to date	559 19
"	"	" Shares & Rents this year	238 00
1842			\$10117 01
Sept 30	By Balance as per debit	9288 61	
1843	Sept "	" Interest on to date	557 31
"	"	" Shares & Rents this year	235 00
1843			\$10080 92
Sept 30	By Balance as per debit	9169 70	
1844	Aug 4 th	" Interest on to date	466 02
		" Shares & Rents due Sept 30 th 1844 present value	253 10
1844			\$9888 82
Aug 4 th	By Balance as per debit	8943 51	
Sept 1	" Interest on ditto to date	40 25	
1844			\$8983 76
Sept 1 st	By Balance as per debit	452 43	
1852	May 16	" Interest on to date	209 25
1852			\$66178

Pursuant to the annexed decree of the Circuit Court of the County of Isle of Wight pronounced at its October Term 1835 in the case of J. R. Atkinson, vs James R. Wilson et al, I have made up the foregoing a/c of the transactions of James R. Wilson as Guardian of George R. Atkinson, from the 1st of Oct 1832, the date of the qualification of said Guardian, to the 4th of August 1844 when the ward attained majority, on the principles applicable to Guardian a/c's, & from the latter date on the principles applicable to the case of an ordinary debtor & creditor up to the 16th of May 1852 - In all the a/c's annual rents are made during the term of the guardianship, & in each year the surplus of interest, if any, over disbursements is incorporated with the principal & made an interest bearing fund in the succeeding year. The a/c's returned by the Idm & filed with the Plaintiffs Bill, have been adopted as to the receipts & expenditures except that in the a/c's herewith returned the ward is credited with \$79.60 on the 24th day of Sept, 1836, paid by the Exrs of the ward's father to the Guardian, not credited in the former a/c's which I have allowed in the voucher marked {A} herewith filed showing the payment - & in the original a/c's the ward in 1833 is charged with the sum of \$80.92 paid Mrs Womble, of which amt I have only allowed \$7.00 the balance \$73.92, it appearing from the accompanying deposition of Mrs Womble herewith filed & marked {B} was improperly paid - In the original a/c's as well as those herewith returned, the expenditures for the maintenance & support of the ward, in several of the latter years of the guardianship exceed the receipts, which except I have allowed as the Plaintiff waived his right of exception thereto. In Account A, I have allowed the Guardian commissions on the interest on the balances of the preceding years & invested the principal sums received by the Guardian six months from the date of their receipt, there being no evidence before me of an actual investment of the sums credited in the former a/c's as received

in the months of January & February 1833 & which the former Commissioner does not charge the Guardian with interest upon until the 31st of December following - The amount credited the ward in the former a/c on Feb 28th, 1835, is first invested by the Commissioner on the 15th of April of that year when the a/c is closed & the balance struck, but by a subsequent arrangement of the a/c's the amount last mentioned is made to bear interest from the first of January prior to its receipt - Considering the time allowed by the former Commissioner on the first named sums as too great except in the case of inability to invest at an earlier date of which there was no proof, I have allowed six months for the investment of the first named sums, as well as the ~~last~~ mentioned, & the aforesaid sum of \$79.60 credited in 1836, there being no evidence of the date at which they were invested - This A/c A, shows a balance due the ward of \$535.71 on the 16th of May 1852 with interest on \$366.31 part thereof till paid - After completing A/c A it occurred to your Commissioner that as the amt of principal above named as received in 1835 was invested by the former Commissioner on the 15th of April 1835 & the subsequent arrangement of the a/c's by which it was made to bear interest from the 1st of January 1835 was an obvious error of the Commissioner, that the Plaintiff was entitled to interest on this sum from the 15th of April 1835 when the former Commissioner treated it as invested, & I have accordingly made up an A/c B supplemental to A/c A (see page 13) differing only from A/c A in investing the amount received by the Guardian on Feb 28th, 1835 on the 15th of April, 1835, instead of allowing six months for investment as in A/c A - This A/c B (see pages 15 & 16) shows a balance of \$661.78, due the ward on the 16th of May 1852, with interest on \$452.43 part thereof from that date till paid. A/c B (see page 5) differs from A/c A only in not allowing the Guardian commissions on the annual interest charged him, & shows a balance due the ward of \$1061.25 on the 16th of May 1852, with interest on \$725.64 part thereof from that date till paid - (see report pages 7 & 8)

A/c C (page 9) was made up at the request of the Plaintiff allowing the Guardian three months for the investment of the principal received by him, & allowing him no commissions on the annual interest with which he is charged. This a/c (see pages 11 & 12) shows a balance due the ward on the 1st of May 1832, of £137.41 with interest from that date on £93.72, part thereof till paid - The foregoing a/cs were commenced on the 1st of April 1832, pursuant to the annexed notice, duly served on all the parties, & continued until the 1st of April when they were completed

April 1st 1832-

C. B. Hayden

Atkinson

Wilson

The Comm has reported the account in 4 forms -

1st A is the most favorable statement for Defendants -
In that account Comm has charged Guardian with
interest on receipts after lapse of six months -
and allowed Commissions on the interest due from
Guardian - Balance by this of - \$538.77.

with interest on \$366.81. from May 16. 1832

The Comm states in his report that there was
no evidence of an actual ~~subsequent~~ investment -
But is this so? The 1st account shows that
in Jan'y 1833 he received from the Exors of the wards
Father an Bonds which of course bore interest
\$2306.77 on Febr 1833. \$2834.⁸⁵ which of course
bore interest to Geo: Atkinson Father of Ward
died in Sept. 1832 - & of course but little if any
interest was due on the Bonds. The Bill charges
that the Exors of Geo: Atkinson paid to the Guardian
Bonds bearing interest & the answer of Geo: Wilson
admits & relies on that fact for an ~~other~~ exemption
from interest whenever these bonds were paid of course
interest was paid the Guardian from the time they were
assigned him - There can be no propriety in allowing a
Guardian except under peculiar circumstances say
months for investing & where he receives the funds
already invested - fails to show when he charged the
Bonds to whom he loaned it - & does not invest under
the order of the Court. I think the rule should be to
have state the accounts as if there would have been
^{they had been} stated if returned regularly to the September Court
& to charge interest from the date of the receipts unless
he shows that he invested the funds & that two
months is a reasonable period & the most that should
ever be allowed. as a general rule -

In Cunningham v Cunningham 43 Grattan 43. The Court sanctioned
this allowance of two months implicitly at least & this was
allowed in Poole v Newcomb -

I am not aware that any case has gone the length of my proposition. but in this case. I submit that the Guardian having rec^d interest on the Bonds from the time they were paid him. that he should be charged accordingly.

But if not. it is insisted that 6 months is an unreasonable allowance of time. but at least the balance should have been struck on the 1st day of Sept^r instead of the 31st as the Court meets on the 1st Monday. & that 2 months if any. is the greatest period that should be allowed.

The Comm^r is evidently not satisfied with this account. as in his Account D he corrects this alleged error. as to the sum received in 1835. as to which I would remark that the Guardian by his Expts^r account having admitted himself bound for interest from the 15th April 1835. the Comm^r had no right to correct the ap^t in that particular.

I regard D then as A. corrected by Commissioner. & except to this account as corrected. and for the following grounds:-

1st For not crediting the ward with interest on the two sums of \$2306.77 & \$2834.⁵⁹ paid by the Exrs of Joseph Atkinson to the Guardian in January 1833 & the 2^d on the 20th Feb^y 1833 from the date of the said payments. the said sums having been paid not in money. but in Bonds bearing interest.

2^d For charging interest on all the receipts. after the lapse of six months. The Plaintiff insists that not more than two months should have been allowed the Guardian to invest.

3^d For allowing the Guardian either commissions on the interest charged to and due by him.

As to Account B. This differs from Account A. only in excluding interest on commissions and as this credit interest on all the sums rec^d by Guardian after 6 mos. this account is excepted to.

The exceptions No 1. & No 2. to account A as corrected by D are here taken to this account & a further exception viz-

No 3. For crediting interest on the sum of \$2523.⁴² rec^d from Father's exrs on the 28th Feb^y 1835. from 28th August 1835. ^{see p 6} thus allowing the Guardian six months to invest. The Comm^r should at least have credited interest from 15th April 1835. as was done by the Guardian himself in his account returned to Court. and as the Comm^r Hayden has done in account D.

If A. is to be relied on & treated as an account by itself ~~then~~ unconnected with D. then this last exception is to be considered as taken to A in addition to the 3 exceptions filed herewith to A as corrected by D.

To account C. styled Plaintiff's request. I would remark that if the Court will confirm that account. no exception will be filed. but that it is not to be understood as an ap^t conforming to the views of the Plaintiff's counsel but as an offer of compromise. & that the allowance of three months for interest shall not prejudice the ~~ap~~ view of Plaintiff's counsel on this question as presented in this note.

The Comm^r has made an error in Guardian's charges being with interest on the gross amount received from Exrs instead of on net amount after deducting com^r.

May 17. 1852.

J. Taylor Esq.

Atkinson
vs
Wilson & Co

Bought these
October term 1851

To be entered

R. W. Baker
Oct. Co. '51,

Entered.

In the Circuit Court of Isle of Wight County
October 21st 1851

Atkinson

vs In Chancery
Wilson &als

This cause came on this day to be heard on the Bill & exhibits, on the answer of the defendants, general replication thereto, and examination of witnesses & was argued by counsel on consideration whereof the Court ^{doth} judge, order and decree that ^{Charles B Staggden with the consent of his wife} ~~a~~ Commissioner of ^{for the purpose of settling} ~~this estate~~ ^{the} ~~shall~~ settle and adjust an account of transactions of the defendant James R Wilson as Guardian of the plaintiff, in taking which account, the accounts heretofore returned by him to the County Court of Isle of Wight County shall be taken as prima facie correct but with liberty to either party to surcharge and falsify the same; And either party shall if duly required, submit to be examined in solemn form before the Commissioner touching the matter of inquiry herein referred to him.

George R. Atkinson

vs. Geo. Deane.

James B. Wilson vs.

For C. B. Hayden
vs. Geo. Deane.

In the Circuit Court of Isle of Wight
October the 22nd 1857.

George R. Atkinson. Complainant
Against 3 In Blaming

James B. Wilson, George Wilson, Arch^d Atkinson
and William H. Day Defendants

This Cause came on this day to be heard on the bill and exhibits, the answers of the defendants general affidavits depositions and examination of witnesses, and was argued by counsel; an examination whereof, the Court doth adjudge order and decree that Charles B. Hayden who by the consent of parties is hereby appointed a special Commissioner for this purpose, shall settle and adjust an account of the transactions of the defendant James B. Wilson as guardian of the plaintiff. In taking which account, the account heretofore returned by him to the County Court of Isle of Wight County, shall be taken as prima facie correct, but with liberty to either party to impeach and falsify the same. And either party shall, if duly required, submit to be examined in solemn form before the Commissioner touching the matter of enquiry herein referred to him.

Attest

W. P. Young & Co.

Attention

n. } Dec 10 of
May 1882

Wilson's

Atkinson

vs.

Wilson et al

Decree

The Defendant James R Wilson having died since the last term on motion of the plaintiff & with the assent of J S Wilson admr of the said James R Wilson, it is ordered that this cause be revived against the said J S Wilson admr of the said Jas R Wilson dead & stand in the same plight & condition as if the said Wilson had not died. And the cause coming on this day to be again heard on the papers formerly read & on the Report of Special Commissioner Hayden taken & returned to court in pursuance of the decretal order herein pronounced at the last term, & on the exceptions filed thereto by the plaintiff & was argued by counsel, on consideration whereof, the Court is of opinion, that the said Report is erroneous in charging the guardian with ^{interest on the} gross amounts of principal received by him, without ^{deducting} ~~allowing~~ commissions therefrom, & that annual rents should be made in the said account on the 31st of August of each year allowing interest on the several balances from the first of September ^{& that the Guardian be allowed commissions} & the Court overruling the exceptions of the Plaintiff to the said Report so far as the same are in conflict with this opinion & sustaining them so far as they accord therewith, doth recommend the said Report to the said special Commissioner to be rectified & settled in conformity with the aforesaid opinion & the Court doth further (a.o.d.) that the said special Commissioner take an account of the transactions of J S Wilson as Admr of Jas R Wilson dead & report the same to this Court with any matters &c—

as far as they accord therewith, doth recommend
the said report to the said special Commissioner
or ~~Commissioner~~ to be stated and settled in conformity
with the aforesaid opinion. And the Court doth
further order that the said special Commis-
sioner take an account of the transactions
of S. J. Wilson as administrator of James R.
Wilson decd. and report the same to this Court
with any matters deemed pertinent by
himself or required by the parties to be so stated.

A Copy

Teste

W. S. H. Co.

Geo. R. Atkinson

vs.
Ex. Decree

Wilson et al.

At a circuit Court continued & held for the
County of Isle of Wight on the 18th. May 1852
George R. Atkinson Plaintiff.

Against In Chancery
James R. Wilson, George Wilson, Archibald Tithmen,
and William H. Lay. Defendants.

The defendant James R. Wilson having died since
the last term, on motion of the plaintiff and with
the assent of S. J. Wilson administrator of the said
James R. Wilson, it is ordered that this cause
be revived against the said S. J. Wilson admor,
of the said James R. Wilson decd. and stand
in the same plight and condition as if the
said Wilson had not died, and this cause
coming on this day to be again heard on the
papers formerly read, and on the report of
Special Commissioner Hayden, taken and
returned to Court in pursuance of the
decretal order herein pronounced at last
term, and on the exceptions filed thereto by the
plaintiff, and was argued by Counsel; On
consideration whereof the Court is of opinion
that the said report is erroneous in charging
the guardian with interest on the Gr. of
amount of principal received by him without
deducting commissions therefrom, and that
annual rests should be made in said
account on the 31st. of August of each
year, allowing interest on the annual
balances from the 1st. September, and
that the guardian be allowed commissions
on the annual interest, and the Court annulling
the exceptions of the plaintiff to the said
report, so far as the same are in conflict
with this opinion, and sustaining them

Atkinson

"

Wilson }

Wicks

Oct. 1892

To Taylor

by

Atkinson

Wilson }

Atkins suggested that

Since the last term of the Court all the matters in
controversy between the parties in this cause
~~have~~^{have} been adjudicated, on motion of the plain-
tiff by his counsel and with the assent of the
defendants by their counsel it is ordered that
this suit be stricken from the docket.

on the several balances from the first of September.

Atkinson & Wilson
The court decides

1. That the act of Limitations does not apply because ten years have not elapsed since the right of action accrued.
2. That the defense set up by the def.^t being growing out of the declarations or admissions charged to have been made to him by the petty tending the settlement with his guardian, ought not to avail because they do not show fraud on the part of the petty, and because they do not in law amount to a discharge or release - or order, or parole declarations on the part of the

Atkinson & Wilson
The court decides

Atkinson & Wilson
The court decides

Atkinson & Wilson
The court decides

Plaintiff to the effect
"I have here had a
settlement with my
guardian and therefore
in charge you from
all liability, under the
circumstances of this
case, would not pro-

-bably exonerate the def.

3. That the guardian
is entitled to come
on the annual in-
terest.

4. That the receipt of
bonds bearing interest
instead of Cash, does
in no manner ch-
-ange or affect the
rights of the guardi-
an, but he should be
entitled to the same
favor in all respects
as the money had
been paid: the law

recognizes no distinction
between the two cases,
and if it were, the in-
-dulgences to the guardian
who had rec^d. bonds sh^d.
be the greater, because
his responsibility is
greater.

5. The error in charging
the guardian with the
gross sum of \$
without allowing come
on the same should
be corrected: for the
purpose of correcting
which, and for the pur-
-pose of uniformity as
to the charge of interest
against the guardian
or the allowance of
time to invest the money
properly, let a statement
be made up with
annual entry on the
31st of August of each
year, allowing interest

Geo. B. Atkinson
vs. 3 lks.

Geo. B. Wilson tab.
copy good. bound.

Know all men by these presents, that we James B. Wilson, George Wilson, Wm. St. Day and Arch^d. Atkinson are held and firmly bound unto Parker Wells, Augustus Ballard, Jordan Ford and John P. Thomas Gentlemen Justices of the Court of Isle of Wight County, now sitting, in the sum of Fifteen Thousand Dollars, to the payment whereof, well and truly to be made to the said Justices, or their successors, we bind ourselves & each of us, our heirs of our heirs, Executors & Administrators, jointly & severally, firmly by these presents. Sealed with our seals, & dated this 1st. day of October in the 57 year of the Commonwealth. The Condition of the above obligation is such, that if the said James B. Wilson guardian of George Robert Atkinson, orphan of Joseph Atkinson Dec^d: or his executor & administrator shall well and truly pay and deliver, or cause to be paid & delivered unto the said orphan, all such estate or estates as now is or may hereafter appear to be due to the said orphan from the said guardian, when thereto required by the Justices of the said Court, as also keep harmless & indemnify the above named parties from all trouble & damages, costs & charges that shall or may arise or happen to them or any or either of them about the said estate, then this obligation to be void or else remain in full force & virtue.

J. B. Wilson *Seal*
Geo. Wilson *Seal*
Wm. St. Day *Seal*
A. Atkinson *Seal*

Attest

Teste

W. D. Young Jr.

H. R. Attkinson

vs: Geo Chy.

J. R. Wilson vs.

copy and affix. good.

In the County Court of Isle of Wight October 1st. 1834.

On motion of James B. Wilson he is appointed
guardian to George B. Atkinson, orphan of Joseph
Atkinson decd., and with George Wilson, Wm H. Day
and Archibald Atkinson his co-guardians signed their bond
in the penalty of \$1000. conditioned as the law directs.

A copy

Teste

W. H. Young & Co.

At a court held for the county of Selkowitz the 1st day
of June 1835 the foregoing guardian's acct was returned
by Commissioner Lightfoot with his report thereon endorsed
and ordered to lie for exceptions, and at another court
held for the said county on the 7th day of September
1835 the said acct & com's Report having been returned
for more than two months & no exceptions being
filed thereto the same are confirmed and ordered
to be recorded.

Teste Nathl. Young & ~~Stk~~
a Copy ~~A. P. Young~~
Teste ~~Stk~~
D. W. B. of Riv. St.

Geo. D. Atkinson
As: 3 cts. Guardian's
~~Acct~~ Acct.
Geo. D. Atkinson & S.
No 1 Exhibit 1835.

for 945

Decr. 31 To 5 pr. cent cont. on \$203. receipts \$ 10 15
 " Balance due the orphan pr. contra 4915 42 290 57
 \$5044 98 290 51

1834 Cr.
 Jan: 1 By this sum balance due last year 4841 98
 By this sum for hire of Harrison last year 40 00
 By this sum for hire of Peter " 85 00
 By this sum for hire of Polly " 18 00
 By this sum for hire of Venus " 10 00
 By this sum of Collets for rent of land 50 00
 By this sum of Latham for land do. 20 00

Decr. 31 By int. on \$4841.98 one year 290 57
 5044 98 290 51

1835
 Jan: To paid Doct. Andrews medl. bill to Peter 7 75
 " " paper of Peter to t from Norfolk 1 00
 " " paper for Eliza to Norfolk 50
 " " for pr. States & ears advanced toward 1 06
 " " Collets for shoes 3 50
 " 24 " " Harrison of Amelia in advance
 for board & schooling this year } 75 00
 " this advanced for pocket money 5 00
 " this sum expended in carrying the
 orphan to school in Amelia } 11 17
 " p^d for umbrella & shoes 2 75
 " 5 pr. cent cont. on \$2774.42 receipts 138 72

apl. 15 " this sum for making up this acct. 2 50
 " Balance due the orphan pr. contra 7526 89 290 51
 \$7775 84 290 51

1835 Cr.
 Jan: 1 By this sum bal. due last year 4915 42 290 51
 By this sum for hire of Harrison last year 50 00
 By this sum for hire of Peter " 75 00
 By this sum for hire of Venus " 10 00

By this sum for hire of Polly last year 10 00
 By this sum for hire of Eliza 25 00
 By this sum of Collets for
 rent of land 50 00
 By this sum of Bagnall for rent of land 25 00

Febr. 28 By this sum of A. Atkinson one of the execs. of
 Jos. Atkinson decd. the orphan's pro. of bal.
 found due from s^d. A. Atkinson on acct.
 stated by court. Lightfoot this day 1089 25
 By this sum of J. R. Wilson one of the execs. of
 Jos. Atkinson decd. the orphan's pro. of bal.
 found due from said execs. on acct. stated
 by court. Lightfoot this day 1454 17

apl. 15 By int. on \$4915.42 from 31st Decr.
 1834 to this day 3 mos. & 15 days 80 00
 \$7775 84 290 51

due the orphan of Prin. \$7526.89
 bills of Int. 290.51
 \$7817.40

Commissioner Lightfoot's Office Apl. 15th, 1835.
 Pursuant to an order of the Court of Lee & Wight county
 I have made up an account of Jas. R. Wilson's
 guardianship on the Estate of Geo. R. Atkinson
 orphan of Joseph Atkinson decd. from papers and evidence
 laid before me, which I have carefully examined &
 stated, shewing the sum of seven thousand eight
 hundred and seventeen dollars & forty cents due
 from the said James R. Wilson to the said George
 R. Atkinson with Interest on seven thousand
 five hundred and twenty six dollars and eighty
 nine cents (part thereof) from the date hereof till
 paid. which is submitted to the court.

Wm. B. Lightfoot comr.

Dr. George R. Atkinson orphan of Joseph Atkinson dead.
In account with James R. Wilson. Guardian.

		Dr.	Cr.	
1833. Jan:	To paid for state and copy book	38		
" "	" " Crumpler for grammar	38		
Mar: 29	" " James R. Wilson & Co. store acct:	12 24		
" "	" " midwife fee to woman Eliza	2 00		
" "	" cash advanced the ward @ sundry times	83		
" "	" p ^d for books	1 13		
" "	" " Clerk's tickets	4 07		
" "	" " Nathan Walker for tuition, books & fuel	21 17		
" "	" 5 per. cent com. on \$541.50 receipt	257 08		260
Decr: 31	" Balance due the orphan for contra	4841 98		
		\$5141 08		
1833	Cr.			
Jan:	By this sum in bonds recd. of ~~Atkinson~~ Atkinson one of the exors. of Joseph Atkinson dead. the orphan's pro. of said J. Atkinson's admon.	2306 71		
Febr: 20	By this sum in bonds recd. of Geo. Wilson one of the exors. of Joseph Atkinson dead. the orphan's pro. of sd Geo. Wilson's admon.	2834 89		
		\$5141 08		
1834				
Jan: 1	To paid for shoes	1 00		
" "	" " Henry Coleto's bill for shoes	7 02		
Mar:	" " for shoes for servant Eliza	1 00		
" "	" " J. O. G. Andrews for supporting Eliza who had a child	5 00		
apl: 9	" " J. R. Wilson & Co. store acct:	32 19		
" "	" " Dr. Southall med. bill	25 57		
" "	" " for making pantaloons	50		
July	" " for trip to the cape in steam boat	1 25		74 13
Sept: 1	" " Griffin for shoes p ^d Sidgood & Co. p ^d 18.03	23 03		97 16
Decr:	" " S. Sherwood for tuition &c.	22 25		

G. R. Atkinson

3/4 Dec ad.

~~1/4~~

os.

In bly.

Jas. R. Wilson

No 2 Exhibit C

A copy.

1844

Feb. 20	To cash sent the ward thro' Wilson & son	100 00
Mar.	" paid A. Atkinson for R. Higgins	7 00
Apr.	" paid Dr. J. R. Purdie medl. bill	10 62
May 22	" " Thomas & Adams acct.	44 54
June 10	" cash sent ward pr. check on H. Bank	300 00
July 1	" pr. David A. Bains acct.	2 50
	" pr. Fare on land for '43	5 79
	" 5 pr. sent court. on \$100. 50 receipts	5 01
	" this sum to pay the bill for order for settlement & exp. this acct.	12 75
Sept 1	Balance due the ward pr. Contra	8531 33
		<u>\$9019 71</u>

1844

Jan. 1	By this sum balance due last year	\$8560 47
Sept.	By this sum for hire of Harrison die 31 st Dec. 1844	30 00
	By this sum for hire of Peter	32 50
	By this sum for hire of Eliza	18 00
	By this sum for rent of land to Bagwell	20 00
	By Int. on \$8560.47 8 mos. after deducting disbursements	323 58
	By this sum error in calculation of Interest for 1838	35 10
		<u>\$9019 71</u>

The farm, for this year, was rented to Mr. Adams by the ward, himself - will of course receive the rent from Adams himself
 Due the ward \$8531.33

Isa of Wight County May 1st 1850

Pursuant to an order of the court of said county I have made up an account of James R. Wilson's Guardianship of George R. Atkinson from 1835 to 1844 inclusive which I have examined, stated and settled & find that on the first day of December 1844 the said James R. Wilson was indebted to the said George R. Atkinson the sum of eight thousand five hundred and thirty one dollars and thirty three cents with Interest till

paid. At the request of the said James R. Wilson and George R. Atkinson I am desired to report that the said sum with Interest was paid by the said Wilson to the said Atkinson pr. his receipt hereto annexed, which is taken as a part of this report, all of which is submitted to the court.
 Barth: Lightfoot comr.

Received of James R. Wilson eight thousand five hundred & thirty one dollars, 33 cts. with Interest to this date, in full of the balance found due me by the above acct.
 May 1st 1845 Geo. R. Atkinson

In Isa of Wight County Court May 5th 1845 the foregoing account was filed for exceptions, and in the same court the 7th day of July 1845 the said account having been filed two terms and no exceptions taken thereto was confirmed and ordered to be recorded.

Teste
 A. P. Young cc
 a copy - Teste
 J. P. Boykin Clk.

	10 th p ^d . Taylor on land & C ^h l ^d s. tickets	\$ 4 87	
Decr. 1	" p ^d . Capt. Gordon for keeping Polly & children	22 00	
" "	" 5 th pr. cent. com ^p . on \$238 receipts	11 90	
" "	" Balance due the ward for Contra	8825 14	
		<u>\$9777 90</u>	

1841	Jan: 1	By this sum balance due last year	\$8551 99	474 79
Decr. 31	By this sum for hire of Harrison	80 00		
" "	By this sum for hire of Eliza	18 00		
" "	By this sum for hire of Peter	80 00		
" "	By this sum for rent of farm to W. Whitehead	50 00		
" "	By this sum for rent of land to Bagnall	30 00		
" "	By int: on \$8551.99 one year	513 12		
" "	By amt: of int: for last year brought forward	474 79		
		<u>\$9777 90</u>		

1842	Febr. 9	To cash to ward on return from University	\$190 00	
Mar. 20	"	p ^d . Morrison & Mills store acct.	25 83	
July 9	"	cash to ward in Smithfield for R. A. Whitfield	100 00	
" "	"	p ^d . Paul & Pegram for blanket for Peter	2 00	
" "	"	p ^d . Dr. Pardee for attend: to Polly in '41	10 25	
Aug. 25	"	p ^d . H. C. N. Mills acct.	15 82	
Oct: 18	"	p ^d . Abby Clark's tickets	3 82	
Decr. 2	"	cash to ward p ^d . C. Ashby \$10	40 00	
" "	"	p ^d . Geo. W. Pardee \$1.75 for keeping Polly \$2.0	21 75	
" 31	"	5 th pr. cent. com ^p . on \$935 receipts	11 75	
" "	"	Balance due the ward for Contra	9102 53	
		<u>\$9589 75</u>		

1842	Jan: 1	By this sum balance due last year	8825 14	
Decr. 31	By this sum for hire of Harrison	80 00		
" "	By this sum for hire of Peter	80 00		
" "	By this sum for hire of Eliza	20 00		
" "	By this sum for rent of land to Whitehead	50 00		

Decr. 31	By this sum for rent of land to Bagnall	25 00	
" "	By Int: on \$8825.14 one year	529 57	
		<u>\$9589 75</u>	

1843	Jan: 1	To paid R. Higgins \$7. p ^d . Mrs. Jordan \$60.11	67 11	
Apr. 12	"	paid J. Wallingford for clothes in Boston	47 25	
" "	"	cash to ward \$10. cash in N. York: by J. Wilson \$30.	40 00	
" "	"	p ^d . Southall's medl. bill	11 25	
June 13	"	p ^d . C. Ashby 7. 00. p ^d . M. J. Mills \$8.50	95 64	
July 6	"	" J. H. Southall	30 13	
" "	"	cash sent to ward in Richmond	340 00	
" "	"	cash p ^d . R. A. Whitfield for gown	50 00	
" "	"	p ^d . A. Atkinson for R. Higgins	22 50	
" "	"	also for	9 00	
" 22	"	M. Womble \$110.25. p ^d . J. Morrison 10.84	121 09	
Aug. "	"	M. W. Womble 4.49. p ^d . A. Asworthy 15f	6 99	
" "	"	A. W. Asworthy	51 18	
" "	"	John Womble acct.	80 92	
Oct: 1	"	A. Atkinson for money loaned ward	50 00	
" "	"	R. A. Whitfield for 5 th	30 00	
" 14	"	cash sent ward by Wilson & son	320 00	
" "	"	p ^d . Dr. Kinney medl. bill	16 00	
Nov: 24	"	M. Womble for money loaned in Richmond	10 00	
Decr. 31	"	5 th pr. cent. com ^p . on \$155 receipts	7 75	
" "	"	Balance due the ward for Contra	8580 47	
		<u>\$9867 28</u>		

1843	Jan: 1	By this sum balance due last year	9102 53	
Decr. 31	By this sum for rent of land to Adams	50 00		
" "	By this sum for rent of land to Bagnall	25 00		
" "	By this sum for hire of Harrison	80 00		
" "	By this sum for hire of Eliza	20 00		
" "	By Int: on \$9102.53 one year	549 75		
" "	negro man Peter was hired by the ward to his mother Mrs. Whitfield. She will settle with her son	<u>\$9867 28</u>		

Dec. 31	By this sum for hire of Polly & child	12 00		
" "	By this sum part of \$1049.40 ac. Int. due up to 3/1st, Decr. 1839 brought forward	857 33		
" "	By this sum balance of the \$1049.40		782 07	
" "	By Int. on \$7083.21 after deducting disbursements		408 34	
		<u>\$8770 54</u>	<u>\$1190 40</u>	
1840				
Jan. 11	To paid R. W. Bidgood	6 03		
" 31	" " S. Wilson for boots & shoes	14 75		
Mar. 3	" cash to ward	58 00		
" 19	" P. Rowworthy & Chapman for bill	40 75		
" 24	" p.d. Morrison & Wills store acct. for '39	28 95		
Apr. "	" " Dr. Southall med. bill	38 03		
" 23	" cash sent ward	50 00		
" "	" p.d. 1 1/4 day work in trimming orchard	8 02		
May 21	" cash sent ward	50 00		
June 22	" cash sent ward	50 00		
Aug. 21	" cash p.d. Saml. Wilson for money loaned when returning to the University	80 00		
" "	" cash sent ward for chest thro. Jas. Womble	170 00		
" "	" p.d. Southall & Jordan acct.	1 50		
Sept. 5	" p.d. H. E. N. Mills bill	19 03		
" "	" cash sent ward thro. John Womble	200 00		
" "	" p.d. Mr. Riddick thro. Mr. Womble for money - you at the University	20 00		
Nov. 24	" p.d. H. Atkinson for in sent w. Collette to recover damages for injury done to land	10 75		
" "	" p.d. Clark & Shypp tickets	4 82		
" "	" p.d. Crumpler & Jewell	1 03		
Dec. 31	" 5 for sent cont. on \$309.71 receipts	15 48		
" "	" Balance due the ward for com. 8551 99	474 79		
		<u>\$9413 33</u>	<u>\$474 79</u>	

1840				
Jan. 1	By this sum balance due last year	\$7913 21		
Nov. 21	By this sum recd. of Shypp on exp. w. Collette	57 71		
Dec. 31	By this sum for rent of land to Whitehead	50 00		
" "	By this sum for rent of land in S. Neck	30 00		
" "	By this sum for hire of Harrison	60 00		
" "	By this sum for hire of Peter	80 00		
" "	By this sum for hire of Polly & children	12 00		
" "	By this sum for hire of Eliza & children	20 00		
" "	By amt. of Int. up to Dec. 31, 1839 brought forward	1190 41		
" "	By Int. on 7913.21 one year		274 79	
		<u>\$9413 33</u>	<u>\$474 79</u>	
1841				
Jan. 1	To p.d. for medicines for Polly when confined	50		
" 9	" cash to ward by draft on John Womble	50 00		
" "	" this sum p.d. Bidgood for cloth for coat	14 03		
" "	" p.d. for gun collar for Alice	2 00		
" "	" p.d. for article for Polly - confined	50		
" "	" p.d. Thomas & Adams for provisions for Polly	1 06		
Febr. "	" p.d. midwife for services to Polly	2 00		
Mar. 24	" p.d. Merid Womble store acct.	64 43		
May 13	" p.d. Levi Ashby acct.	9 00		
July 15	" p.d. E. Ashby boot & shoe acct.	23 50		
" "	" cash sent ward	20 00		
Aug. "	" cash sent ward for letter to Washington	50 00		
" 25	" cash sent ward by Mills Jordan	200 00		
Sept. 9	" p.d. H. E. N. Mills	28 00		
" "	" expenses on two boxes from Richmond	50		
" "	" cash to ward by Mr. Bagnall	30 00		
Oct. 4	" cash to ward thro. John Womble	100 00		
Nov. 1	" cash to ward thro. ditto	100 00		
" "	" p.d. Miss Bidgood for making shirts	4 50		
Dec. 1	" p.d. Wm. Jordan store acct.	60 89		
" "	" p.d. Rowworthy & Chapman acct.	40 38		
" "	" cash to ward by the hands of Mrs. Jordan	100 00		

1838

Jan. 16	To cash sent the ward at Charlottesville	\$50 00		
Febr. 24	" paid S. Atkinson for trunk	10 75		
Mar. 6	" paid Saml. Whifflet for 9 mo. board	75 00		
" 26	" cash sent to ward at Charlottesville	50 00		
" "	" paid Southall Jordan store acct.	52 19		
" 30	" " Mills Chapman Tailor's bill	20 00		
Apr.	" " for shoes for Harrison	1 25		
May 28	" cash sent ward at Charlottesville	50 00		
June 12	" cash sent ward ditto	20 00		
" "	" paid Jas. D. McCabe (dentist)	9 00		
" 25	" " Wilson & More for ~~two~~ boots	0 00		
" "	" cash to ward at the Point	10 00		
Aug. 29	" cash to ward when returning to Ch. ville	100 00		
Sept. 10	" this sum expended to meet ward in Norfolk	3 00		
Octo: 1	" p ^d . Mills Chapman Tailor's bill	19 44		
" "	" this sum expended for ward in Norfolk when going to R. M. College	7 94		
" "	" cash to ward in Norfolk	50 00		
Decr.	" p ^d . S. Southall small bill	14 30		
" "	" " F. C. T. Mills Tailor's bill	9 50		
" "	" " Tax on land	2 59		
" "	" " Mrs. May	1 84		
" "	" " 5 per cent cou. on \$203. receipts	13 15		
" "	" Balance due the ward fr. Contra	7663 21	1039 40	

1838

Jan. 1	By this sum balance due last year	\$7567 29	\$1039 40	
Mar. 6	By this sum recd. from Saml. Whifflet for an annuity due for Mr. Whifflet	15 00		
Decr. 31	By this sum for hire of Harrison	00 00		
" "	By this sum for hire of Peter	75 00		
" "	By this sum for hire of Polly	15 00		
" "	By this sum for hire of Eliza	18 00		
" "	By this sum for rent of land to ^{Mr. Whitehead} ~~Mr. Whitehead~~	50 00		
" "	By this sum for rent of land to Bagnall	30 00		
" "	By Int. on \$7567.29 after deducting disbursements	418 87		
		\$8249 10	\$1039 40	

1839

Jan. 16	To cash to ward when returning to R. M. College	\$40 00		
Febr. 26	" cash sent ward to do.	50 00		
Mar.	" cash sent ward to do.	50 00		
" "	" paid Morrison & Mills store acct.	10 31		
Apr.	" " J. S. Bloodgood for Bk. cloth	38 13		
" "	" " S. Wilson R. O. for shoes & boots	12 25		
" "	" " Willis Wilson for do.	4 50		
" "	" " F. C. T. Mills acct.	9 88		
" "	" " Munt Muntle store acct.	38 85		
July 13	" " Southall Jordan "	70 52		
June 3	" cash sent ward	20 00		
" "	" p ^d . Isaac J. Jones for pulling fences around young plantations (put at lowest bidder)	50 50		
July 3	" cash to ward on return from college	20 00		
" 13	" p ^d . for shoes for Harrison	1 25		
Sept. 1	" cash to ward on steam boat for Norfolk	10 00		
" "	" cash to ward when going to the University	150 00		
" "	" p ^d . Price of Norfolk for boots	0 00		
" 13	" p ^d . F. C. T. Mills Theo. A. Atkinson	24 09		
" "	" p ^d . R. M. Bidgood acct.	21 93		
Octo: 4	" " Thomas & Adams for money paid by them for repairing watch	2 50		
" "	" " Cases & labels tickets	4 12		
" 5	" " bel. Willis St. Morally for board &c. do.	200 00		
Decr. 31	" 5 per cent. cou. on \$250. receipts	12 50		
" "	" Balance due the ward fr. Contra	7913 21	1190 41	
		\$8770 54	\$1190 41	

1839

Jan. 1	By this sum balance due last year	7663 21		
Decr. 31	By this sum for rent of farm to Joseph B. Whitehead	50 00		
" "	By this sum for rent of land to Bagnall	30 00		
" "	By this sum for hire of Peter	80 00		
" "	By this sum for hire of Harrison	00 00		
" "	By this sum for hire of Eliza	18 00		

1836			
Febr.	To paid for mattress & blanket for Peter white in the small Dock	5 00	
	" paid for carrying Peter to Pest house	1 00	
Mar.	" paid for book	1 00	
Apr.	" p ^d . Sherwood shoe acct.	10 88	
" 20	" p ^d . for hat	2 00	
June	" p ^d . Dr. Dodge for attendance on Peter	18 75	
" 9	" p ^d . Rick ^d . Mr. Bidgood stone acct.	39 22	
	" p ^d . Phrenologist	1 50	
July 8	" cash to ward	1 00	
" 26	" p ^d . John Stubbs tuition for 5 mos.	20 00	
Aug: 9	" cash to ward to buy books in Norfolk	10 00	
Nov: 12	" p ^d . Wm. Jordan stone acct.	4 49	
Decr. 5	" p ^d . clerk's tickets	1 25	
" 21	" p ^d . John Stubbs tuition Dr. 5 mos.	21 00	
" "	" p ^d . Mrs. Lee for clothes for Peter	6 00	
" 31	" 5 pr. cent coms. on \$238. 36 receipts	11 91	
" "	" Balance due the ward for Contre	7702 97	1199 29
		<u>7857 97</u>	<u>1199 29</u>

1836			
Jan: 1	By this sum bal. due last year	7019 01	742 12
Decr. 31	By this sum for the hire of Harrison this yr.	50 00	
" "	By this sum for the hire of Polly " "	12 50	
" "	By this sum for the hire of Eliza " "	15 00	
" "	By this sum for the hire of Peter " "	58 50	
" "	By this sum for rent of land to Colebrook "	50 00	
" "	By this sum for rent of land to Baynall "	30 00	
" "	By this sum rec ^d . of Eliza Davis for the words		
	pro. of sale of land under decree of court.	12 30	
" "	By Ints on \$7019. 01 one year	457 17	
		<u>7857 97</u>	<u>1199 29</u>

1837			
Jan: 1	To paid land tax for last year	2 01	
Febr. 1	" " Mills & Chapman Tailor's bill	14 01	
" 8	" " cash to ward	1 00	
March 25	" " Mrs. Davis the ward's pen. for keeping		
	old Platts 2 years & burial	2 08	
" "	" " Dr. B. D. medl. bill for Polly	3 50	
Apr. 7	" " Wm. Jordan stone acct.	9 22	
" 18	" " Merit trouble for gun	17 00	
" "	" " R. W. Bidgood stone acct.	53 58	
May 20	" cash to ward	1 00	
Aug. 10	" cash to ward when going to Norfolk	10 00	
" 20	" p ^d . Willis Wilson for self		
	& servants <u>Nov 1/30</u>	18 88	
Sept.	" p ^d . Tax on land	2 11	
Oct: 3	" cash to ward when going to Charlottesville	110 00	
" "	" p ^d . R. W. Bidgood stone acct.	60 20	
Decr. 10	" " midwife for for Eliza	2 00	
" "	" " for digging grave & burying Eliza's child	1 00	
" "	" " R. C. Barnes for carrying for child	1 00	
" 31	" " John Stubbs for tuition	41 00	
" "	" 5 pr. cent coms. on \$232. 86 receipts	11 00	
" "	" Balance due the ward for Contre	7507 29	1039 40
		<u>77935 39</u>	<u>1039 40</u>

1837			
Jan: 1	By this sum balance due last year	7702 97	1199 29
Decr. 31	By this ^{sum} for rent of land to Colebrook	50 00	
" "	By this sum for rent of land to Baynall	30 00	
" "	By this ^{sum} for hire of Eliza & child	9 50	
" "	By this sum for hire of Polly	12 50	
" "	By this sum for hire of Harrison	55 00	
" "	By this sum for hire of Peter	75 00	
" "	By Ints on \$7702. 97 after deducting		
	disbursements		
		<u>77935 03</u>	<u>1039 40</u>

Dr. Geo. R. Atkinson orphan of Joseph Atkinson
 In account with James R. Wilson Guardian

1835

Apr.	To paid James B. Southall med. bill	33	80		
"	" " Dr. Boyd for attendance on Polly	1	50		
" 17	" cash sent ward @ Mr. Harrison	2	50		
June 1	" cash sent ward when leaving Harrison	10	00		
" 9	" paid R. W. Bidgood for clothing	39	39		
" 30	" cash to ward to go in steamboat up river	7	5		
Aug. 23	" cash 1/6 p. Jordan's bill for clothing 132	13	48		
Sept. 10	" p. Pay on land	2	48		
Oct. 7	" p. John Stubbs for tuition to end of this yr.	7	50		
" "	" p. Dr. Moulton for board	15	00		
" "	" p. S. Sherwood for shoe	2	13		
Dec.	" cash to ward of "	1	00		
" "	" p. Peter's expenses to Norfolk	1	00		
" "	" " midwife services to Polly	2	00		
" "	" " James C. Jordan's cash	1	13		
" 31	" " J. Sherwood & Co. shoe bill	0	37		
" "	" 5 pr. cent com. on \$245.00 notes	12	25		
" "	" This sum balance due the ward for rent	709	01	742	12
		777	189	742	12

1835

		prin.	Int.		
Aug. 15	By This sum due the ward for settlement made this day & reported to court.	7525	89	290	51
Dec. 31	By This sum of balance for rent of land this yr.	50	00		
" "	By This sum for rent of land in S. West.	30	00		
" "	By this sum for hire of Harrison	50	00		
" "	By this sum for hire of Eliza	25	00		
" "	By this sum for hire of Polly	15	00		
" "	By this sum for hire of Peter	75	00		
" "	By Int: on 7525.89 one year			451	01
		777	189	742	12

William
- Goby
William

At a Court held for Schofield County on the 1st.
day of October 1832.

The last will and testament of Joseph Atkinson
decd. was presented in court by George Wilson, James
R. Wilson and Archibald Atkinson the executors
therein named who made oath thereto according to law
& William Holliman, Nathaniel Young and Arthur Smith
being sworn, deposed that they were well acquainted with
Joseph Atkinson, that they had frequently seen him write, and
that they were satisfied the will aforesaid wa. wholly
written and signed by the said Jos. Atkinson, & thereupon the
said will was received and ordered to be recorded. On motion of the
said executors who gave ~~separate~~ bonds in the following
manner to wit: the said Geo. Wilson with Archibald Atkinson,
James R. Wilson, Wm. H. Day & his securities signed a bond in the
penalty of \$25000. the said James R. Wilson with Arch. Atkinson
John D. Day & George Wilson his securities signed a bond in the
penalty of \$25000. and the said Arch. Atkinson with James R.
Wilson, George Wilson, William H. Day, John G. Cunniff
and Arthur Smith his securities signed a bond in the
penalty of \$25000. which said bonds are conditioned as
the law directs, certificates are granted them
for obtaining a probat thereof in due form.

A Copy

Test

Saml. H. Byrkin J. C.

D^r George A. Atkinson
1833

In account with

August 31 To disbursements to date
" " " Commissions on Receipts
" " " Balance due the Ward of Contra

42 60
257 07
~~299~~
\$5141 66

1834

August 31 To disbursements from August 31 1833 to date
" " " Commissions on Receipts inclusive of Interest
" " " Balance due the Ward of Contra

74 13
24 67
~~5234 70~~
\$5335 50

1835

August 31 To disbursements from August 31st 1834 to date
" " " Commissions on Receipts inclusive of Interest
" " " Balance due the Ward of Contra

286 93
154 43
\$7913 94
~~8325 32~~

1836

August 31 To disbursements from August 31st 1835 to date,
" " " Commissions on Receipts inclusive of Interest
" " " Balance due the Ward of Contra

148 96
88 99
~~8448 84~~
\$8633 79

1837

August 31 To Disbursements from August 31st 1836 to date,
" " " Commissions on Receipts inclusive of Interest
" " " Balance due the Ward of Contra

165 57
41 34
~~9066 92~~
\$9273 73

1838

August 31 To disbursements from August 31st 1837 to date
" " " Commissions on Receipts inclusive of Interest
" " " Balance due the Ward of Contra

687 54
38 80
~~9116 65~~
\$9842 99

James A. Wilson his Guardian
1833

Dr

February 20 By the sum received from Executors of Wards father.

\$5141 66

1833

August 31 By Balance due the Ward of debit
1834 Jan 1 " Rents & Wages due this day.
August 31 " Interest on Balance one year

\$4841 99
203 00
~~5045 00~~
\$5335 50

1834

August 31 By Balance due the Ward of debit
1835 Feb 28 " This sum received from Executors of Wards father.
" Jan 1 " Rents & Wages due this day.
" Aug 31 " Interest on Balance one year

\$5336 70
2523 42
251 00
~~314 20~~
\$8325 32

1835

August 31 By Balance due the Ward of debit
December 31 " Rents & Wages due this day
1836 Aug 31 " Interest on Balance one year

\$7913 96
245 00
~~74 83~~
\$8633 79

1836

August 31 By Balance due the Ward of debit
Sept 24 " This sum received of Executors of Wards father
December 31 " Rents & Wages due this day.
1837 Aug 31 " Interest on Balance one year.

\$8448 84
79 60
238 36
~~506 92~~
9273 73

1837

August 31 By Balance due the Ward of debit
December 31 " Rents & Wages due this day
1838 Aug 31 " Interest on Balance one year

9066 92
332 00
~~544 01~~
\$9842 99

1839

August 31 To disbursements from August 31 1838 to date
 " " " Commissions on Receipts Inclusive of Interest
 " " " Balance due the War of contra

534 80

40 49

9351 359926 64

1840

August 31 To disbursements from August 31 1839 to date
 " " " Commissions on Receipts Inclusive of Interest
 " " " Balance due the War of contra

1007 87

40 55

9914 01910162 43

1841

August 31 To disbursements from August 31 1840 to date
 " " " Commissions on Receipts Inclusive of Interest
 " " " Balance due the War of contra

694 48

42 82

9233 2999970 56

1842

August 31 To disbursements from August 31 1841 to date
 " " " Commissions on Receipts Inclusive of Interest
 " " " Balance due the War of contra

847 04

39 59

9138 65910025 28

1843

August 31 To disbursements from August 31 1842 to date
 " " " Commissions on Receipts Inclusive of Interest
 " " " Balance due the War of contra

870 71

39 16

9012 099922 96

1844

August 4 To disbursements from August 31 1843 to date
 " " " Commissions on Receipts Inclusive of Interest
 " " " Balance due the War of contra

914 36

37 75

8815 179767 28

1838

August 31 By Balance due the War of debit
 December 31 " Rents & Wages due this day (1838)
 1839 Aug 31 " Interest on Balance one year

99116 65

263 00

546 9999926 64

1839

August 31 By Balance due the War of debit
 December 31 " Rents & Wages due this day (1839)
 1840 Aug 31 " Interest on Balance one year

99351 35

250 00

531 08910162 43

1840

August 31 By Balance due the War of debit
 December 31 " Rents & Wages due this day (1840)
 1841 Aug 31 " Interest on Balance one year

9114 01

309 71

546 8499970 56

1841

August 31 By Balance due the War of debit
 December 31 " Rents & Wages due this day (1841)
 1842 Aug 31 " Interest on Balance one year

9233 29

238 00

553 99910025 28

1842

August 31 By Balance due the War of debit
 December 31 " Rents & Wages due this day (1842)
 1843 Aug 31 " Interest on Balance one year

99138 65

235 00

548 319921 96

1843

By Balance due
 August 31 By Balance due the War of debit
 December 31 " Rents & Wages due this day 1843
 August 4 " Rents & Wages due this day 1844
 " " " Interest on Balance 11 months 4 days 8 months 4 days

9012 09

155 00

98 53

507 669767 28

1844

September 1 To his J. P. Atkinson late owner
" " Balance due J. P. Atkinson

\$8531 33

323 51

~~8854 84~~
8854 84

1844

August 4 By Balance due the owner this day when he arrived at the
age of 21 years

\$8815 17

September 1 " Interest on Balance 27 days

39 67

~~8854 84~~
8854 84

1844

September 1st By Balance due of Debit

323 51

June 8 " Interest on Balance 7 years 9 months & 8 days

~~150 86~~

~~474 37~~

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Hand. Ind. - Boston -

1
4 Mr. R. H. Barker.

On examination
I found - that I left my note in the
care of Mr. Nelson - at home
and must request you to take the care in
vacation - I will furnish you with an
argument - and the authorities! on the point
on which I write -

There can be no objection to an order
for an account - reserving the question
of the suit's liability - for future
decision -

Very truly & Respectfully.

J R Chambers
Oct 22 / 1857.

I send to them

J Taylor for Jett

Smithfield March 28th 1832

To George Wilson, A Atkinson,
Geo. R Atkinson, & Wm H Day-

You are hereby notified
that I have fixed upon the 1st day of April 1832, to take &
settle at my office in Smithfield the account of the transac-
tions of Geo R Wilson as Guardian of George R Atkinson
required to be taken, by me as special Commissioner by the
decree of the Circuit Court of the County of Isle of Wight
rendered on the 22nd day of Oct, 1831 in a suit in Chan-
cery depending in said Court between G. R. Atkinson
Plaintiff & Geo R Wilson, George Wilson, A Atkinson &
Wm H Day Defendants; at which time & place you are re-
quired to attend -

Given under my hand the day & year first of April

C. B. Hayden

March 28th 1832

We acknowledge service of the above notice -

Geo R Atkinson

a Atkinson

for self &

Geo. Wilson

Smithfield March 20th 1852 -

To James R Wilson

You are hereby notified that I have fixed upon the 1st day of April, 1852, to take & settle at my office in Smithfield the account of the transactions of James R Wilson as Guardian of George R Atkinson, required to be taken by me as special Commissioner by the decree of the Circuit Court of the County of Isle of Wight, rendered on the 22nd day of October, 1831, in a suit in Chancery depending in said Court between George R Atkinson Plaintiff James R Wilson, George Wilson, A Atkinson, Wm H Day & others; at which term & place you are required to attend. Given under my hand the day & year first aforesaid -
C. B. Hayden

Richmond March 25th 1852

I acknowledge service of the above notice -

J R Wilson

Atkinson

. 53.

Wilson re

consent of Jas K.
Wilson's adm.

Atkinson
Wilson }

As a son of James D. Wilson deceased I consent
that this cause shall be revived against
me without precept & shall stand on the
same legal consideration as if my interests be
not lost &c

May 18. 1852.

James Wilson

Attorney M. Watson

The Copies of
gov. acts. filed
in this cause
by ptiff. have
been temporarily
withdrawn by him.
M. Watson

George B. Atkinson

Against

$\frac{3}{8}$ In chg.

Prof.

James B. Wilson & Co.

Debt.

Statement of p^{ty}: Cash, to wit:

Chk^s & fees \$ 8.00

Att^y: Visit Exp 15.75

Notary public 5.00

No Commⁿ. for chg^d.

Shiriff 21.00

\$ 30.75

Teste

W. D. Young Clk.

Chk^s office, Civ. Ct.

May 21. 1832