

1858-001

Chancery Causes George W. Carroll vs Archibald Alkenison, executor of Thomas H. Hardy

Isle of Wight County

Carroll

vs. } Clug. paps.

Atkinson

1852

Sept. rules. Bill filed
and decree nisi.

Octo: rules. Ans. of Deft.
filed & signed.

Nov. rules and b. Bill filed
also ans. of def. to pl.

1853

May. Court Decree for aces.

Octo. Court Continued

1854

May Court final dec.

1
To the Hon. the Rich^d. H. Baker judge of the Circuit Court of Law &
Chy for the County of Isle of Wights, In Chancery sitting, humbly complaining sheweth unto
honor, your Orator George W. Carroll, legatee and devisee of the late Thomas H. Hardy,
who departed this life about September 1832, having made his last will & testament
only admitted to probate & record in the Clerk's Office of said County, a copy of which is herewith
filed and prayed to be considered as a part of this bill. At the time of the death of said
Hardy the grandfather (Maternal) of your Orator, he (your Orator) was an infant of tender
age. He had lost his father, and Gray Carroll his paternal grandfather had qual-
ified as his guardian who only took the management of the estate derived from his
your Orator father - conceiving and he was so informed, that he (his said guardian)
had nothing to do with the Hardy estate which entrusted to Atkinson the exec^{or}
or trustee for the purposes of the trust ^{is duty} in the said Will enjoined, until your Orator
attained his majority which was in February the 1843.

Your Orator states that Archibald Atkinson the executor in the Will appointed
in October 1832,
duly qualified as such, and took upon himself the performance of the
duties and trusts imposed by the same, which your Orator alleges were much
more, as intended by the testator and so understood by the said Atkinson, than
the ordinary duties of a mere executor. The said Atkinson took possession of
the entire Hardy estate and exercised absolute power of disposition over the
same as he will empowered, but without fulfilling in any respect the
object and purposes for which he was invested with such absolute powers.
He held possession of the same till the year 1843, when a pretended settlement was
had with your Orator ~~some~~ on certain accounts (or parts) made up by Comptroller Light
foot by which said Atkinson was made indebted to the estate of Hardy, in
the sum of \$16860. ⁵00 of which \$5890.26 was interest which had for ten years
been suffered to accumulate & unproductive to your Orator, which reported
balance or amt. due ~~was~~ paid over to your Orator in the bond, ^{(and he paid your Orator} ~~including~~ a state
bond of \$1000, and not ⁱⁿ money as the Comptroller states. see acct No. 8 or A.

Your Orator at that time (of settlement) had just obtained 21 years of age, and
of course totally inexperienced in the duties of a guardian or trustee, or the prin-
ciples of law whereby they should settle their affairs or trusts, & matters he is in-
formed which produces no little embarrassment with experienced Lawyers & Ministers.
The account "No 8 or A" was produced and the amount stated to be due & he regarded
it right, not knowing any better. He had full confidence in the integrity & skill
& reputation of Mr. Atkinson who enjoyed a reputation for business habits

of great experience - totally ignorant himself he the more readily confided in one whom his grandfather had selected as the depository of important interests, and on whose diligence he had placed confidence that the powers given would be exerted for the benefit and not to the palpable injury of his estate. Your orator will proceed to enumerate the errors in the several accounts current returned by said Atkinson, and to surcharge & falsify the same. 1st In account numbered 'No 3', for the year 1835 & a portion of 1836 - there is an error of \$306.52; being the amount of hires of negroes for the year 1834, which were omitted to be charged to the executor by the Commissioner. Or it is an error of addition to that amt. for that year.

2nd In same account there is the error in omitting interest on \$9412.75 from Jan'y 1st 1836 - till April 11th 1836 - that is 3 months & 11 days. Int. on the principal is not credited. And in acct of 1836 an error of \$10. in addition.

3rd In acct. 'no. 4' for the year 1837 - there is an error in addition of \$10.

4th In acct. 'no. 5' for the year 1838 - The sum of \$1000. paid for 5 per cent stock is an erroneous debit for that amt. (off 1000), ^{and credit of the Bond entered,} when the money of the estate was loaned to the Board.

5th Acct. 'no 7' year 1841 - Item Credit of \$30. Int. on state Bond to July 1st 1841 - is erroneous in this - to wit, omitting the interest from Jan'y 1st 1840 - till July 1st 1841 - \$16.20.

All of which copies of said account - from no. 1 to no. 8 inclusive are herewith filed and prayed to be considered as parts of this Bill. The above specified errors and others which plainly appear on the face of said accounts, your orator prays may be corrected. Your orator further charges that the principles which governed in the settlement ^{or the making up} of said accounts and the transactions of Mr. Atkinson is & was decidedly erroneous - frustrating the intention of his testator and defeating the objects for which he was clothed with the absolute powers, by the Will conferred. These accounts are settled on the principle of executors simply - As there were no debts, his accounts as executor should have been closed after the 1st year, and from that time till the year orator attained 21 years of age - (i.e. Feb. 1843 -) his accounts should have been settled as guardian accounts, compounding the interest or as a trustee's bond to accumulate. By the 2nd clause of his testator's will, he is authorized, whenever he may choose, to sell all of the estate both real & personal, with unlimited discretion as to the funds in which he may invest the proceeds of sale

for the benefit of the estate? He finds nearly \$5000. cash in the house & sells the land for \$2400.00 in two months after testator's death - which are punctually paid, and all of this with that from other sources, may soon amount to population is allowed to remain idle - might & it should have been invested in state or Bank stock whereby the interest as it accrued may have been re-invested, instead of accumulating & becoming dead & unproductive capital, so that on settlement there was paid over nearly \$5000. of interest dead capital as it had been - was such management as this contemplated by the testator, judging from the powers he confers on the exec or trustee? Was it for this his real estate is sold so soon, thus changing real for personal security as to that amount? Was this for the benefit of the estate? your orator prays that the accounts of said Atkinson may be corrected and that he be charged as though the annual accruing interest had been turned as it should have been, into principal. There is then further error - viz, the annual expenses are paid out of the hires and rents, instead, of out of the interest which had already accumulated & lying idle as to your orator in the hands of Mr. Atkinson - then hires or rents would have earned interest as they should have done under any view of the case - This principle was grossly unjust & erroneous. The said Atkinson may say that he was not guardian, or that another was, and it was the duty of the guardian to have demanded the fund - your orator believes & charges that his guardian was assured that he had nothing to do, with the Hardy estate - that that Estate was confided specially to Mr. Atkinson for management - that Atkinson saw himself so thought & acted; that Atkinson well knew that had he been his guardian Gray Carrol it was his duty to receive the Hardy estate, that he would have received the same, and a refunding Bond would have been given in return for Carrol his guardian was fully able as Mr. Atwell & Penns - But this subterfuge if resorted to, cannot avail him for the guardian had no right as such to receive the Hardy estate, it was a trust, continuing trust devolved on Atkinson for the benefit of the estate: and if otherwise

Atkinson by voluntarily taking on himself the duties of guardian as to the Hardy estate, must account as guardian. He well knows he could in a day have gotten clear of the estate. He well knows he never wished or expected to do ^{so} till your orator attained 21 years - He well knows that any & all sort of monies he may have required would have been promptly given by Gray Carroll - a man of considerable wealth, if he had merely mentioned it? & He well knows that it is notorious that he Atkinson, (with a few exceptions if any,) compromised his interest: & your ^{orator} is without adequate remedy save in this Honble Court. He prays that the said Atkinson sometimes called executor of the last will & testament of Thos H. Hardy, may be made a party defendant to this Bill & be compelled to answer the same - That his accounts in the several items referred to & other may be opened & corrected - That he be compelled to settle his transaction, upon different principles than those which governed in the making up those returned & herein referred to - That they be settled or made up on the principles contained for in this Bill, or on such as the may secure the objects contemplated by the bill of Hardy, and grant all other relief as may be meet & fit in the premises & the Communionally Law.

Your orator in addition to the reasons herein given will state that he never had the slightest intimation or impression that the said accounts were wrong, until he was put on inquiry by the continuing growing out the cause of Atkinson & Parker & wife & Atkinson & al. That he had full confidence in Mr A (who still has on his integrity) in his knowledge of his duties & business habits & being, as the Court is well aware every inexperienced youth must be, he was lulled in to rest; and after being induced to make inquiry and assisted by counsel he was enabled for the first time & that very recently to find out the great injustice done him.

G. W. Carroll

By

N. H. Whitfield Esq

Geo. W. Carver
to 3 ^{Amesbury} New

Amesbury

Feb. 10. 1852.

due on the account of 1843, he paid over to your orator Bonds which were "payable to him Atkinson executor of Hardy", but your orator denies that they were the same Bonds, or any ^{one} of them, which were taken by Atkinson at, or soon after his qualification. That there was but very little interest, if any, due on the Bonds so paid over to your orator, but that the principal of said Bonds was nearly equal to the full amt, reported to be due from Atkinson & which he paid to your orator. Your orator charges that Atkinson did collect the Interest as it became due within a reasonable time thereafter. That he did not let the same accumulate on the bonds, taken by him without collecting the same, if so he has the opportunity & requisite knowledge of the facts to show it. Your orator states that Atkinson never intimated to Gray Barre that it was his barre's duty to receive the Estate from him, and that he, your orator, being an infant, at the time ^{in not} is not to be prejudiced by any opinion on the part of Atkinson to "give up the estate, or asking the aid of a Court of Chancery; or by any such reasons as that the Credit of the state or of Corporations was believed to be indifferent; or that the Hardy himself kept his money idle by him. Your orator prays that the said Atkinson be compelled to answer the amended bill; that he state particularly whether the Bonds paid over to your orator, on settlement ^{had} in 1843, were the same Bonds which he first took from those indebted to the Estate of Hardy, if so, if they had not been renewed by him afterwards? If the principal of said Bonds ^{was} not quite equal to

the amount reported to be due from him? If the interest was allowed to accumulate, and uncollected from the debtors of the Estate, as he pretends, state what Bonds, or debtors, to whom this indulgence was allowed? That he state also whether the Land he sold would not since the sale, being woodland, have sold for three or four times as much as he obtained for it?

Your orator prays that the said accounts, referred to in the original bill be corrected in the several particulars mentioned, as in all other respects in which the same may be erroneous, or illegal. That the said Atkinson be compelled to render an account of his transactions growing out of the estate, and bill of said Hardy, according to the principles set forth ^{in this} & the original bill and according to the principles of justice & Law bearing on the case, and the relations which under the "Will" he held ^{by his own acts} to the property, & to your orator. And grant all other & necessary relief which may be met & proper &c. & Grant Costs. Surcharge &c.

George W. Barre
By H. Bethel
his attorney

1
To the Honble. Richd. H. Baker Judge of the Circuit Court of
Lancaster & Ky., for the County of Isle of Wight, In chancery sitting
humbly complaining sheweth unto your honor, by way of Amendment
in this his amended bill filed by leave of this honble Court, & our
orator George W. Carroll, that he has hitherto
filed in this court, his original bill against one Archd^d. Atkinson
Esq; sometimes called the executor of Henry Hardy Esq; in which, besides
other things it was charged, that the said Atkinson had qualified on
the estate of said Hardy with the will annexed, sometime in the year
1832, - that he had taken possession of the estate of his testator, and con-
tinued to hold and manage the same under the authority & power
conferred by said will, until your orator attained his majority which
was in the year 1843, when a settlement was pretended to be had between
your orator the beneficiary or ~~beneficiary~~ ^{beneficiary} legatee & devised, and
the said Atkinson. It was further charged that the accounts of said
Atkinson returned to the County Court, were erroneous in many
particulars therein specified, and that the principle on which the
same were made up, was erroneous, that he should have been charged
with Compound Interest; or at all events he should have been charged
with Interest on the ~~total~~ annual accruing ^{on the capital,} Interest, until
the time of settlement with your orator, allowing a reasonable time
for investing the same, which, ^{the former he believes,} was the obvious meaning and intention
of his testator's will; all of which, as well as other matters therein alleged
are herein again designed to be repeated. Your orator further states, that
it is true when Mr. Atkinson settled with him for the amount found

Archd. Atkinson

ad: 3 annu

Gen. W. Carroll

Octo. 4. 1832.

Filed by dep't. Octo. 4th.
1832. —

To the Judge of the Circuit Court of Blount County. The answer of Archd. Atkinson & of Thomas H. Hardy, to the bill of complaint of George W. Bank, as he likes against him in the said Court. This respondent saying & answering to himself all except to the errors, imperfections and false allegations contained in the said bill for answers so much as is relevant and material in the bill, says that it is true that Thomas H. Hardy did in the County of said about the time charged in the bill that he made a will of which a copy is filed by the complainant appointing him his executor. That he qualified as executor of said Hardy at October Court 1832, and took possession of his estate under the said ~~provisions~~ or ~~provisions~~ and now supposes that from the will & the bond given by him that he was in any manner a trustee, or authorized to do or stand in any other character than an ordinary executor. He found in the house some upwards of \$5000 ~~which~~ ~~the~~ the chief part of which the testator had kept by him for 8 or 10 years. He principally the proceeds of slaves, he had sold. For some years, the credit both public & private in the County had him considered as representing that the testator preferred to keep his money by him rather than lend it out & that account for the large amt. he had in the house at his death. He was no speculator, nor did he sell of crops & produce large sums. The executor lent

out the money as soon as he could do so
consistent with safety, and had no
occasion to use it for his own benefit
he being merely a trustee by profession
not engaged in speculation of any
kind, and he kept the money that
he found in the house & the other, took
out as he believed right & proper.
He did not expect the interest annually
and invest that, he caused in the County,
it is impossible to do so, or is known by any
person a trustee in this County. The only land
belonging to the testator at the time he died, was
a tract, mainly wooded located in Lacrosse
Creek in this County which rented for \$15 or \$20
a year, & the appraisers show that the rent the
year 1832 was about \$15. The exor. therefore took
the earliest opportunity to sell the land for
\$2400, the interest on which was more
than \$100 annually, over the rent. The exor.
nor any person connected with him, did
not become the purchaser, and it is strange
under the circumstances that exist, that
he should be blamed for selling the land
as soon as he could, and for a price
much beyond what the testator would have
taken in his lifetime. He did not sell the
land for ready money, but took bonds
carrying interest. This is a prudent pro-
test against being considered as a trustee,
quasi guardian
or in any other character than ordinary
executor with power to sell - and he avers
that he would have delivered over the estate
to the Gray Canth who was the predecessor of
the plff. at any moment. The Court should have
viewed it, as he has no right after the fact

with some pains the value of the estate became
known. The exor. administered the estate as he supposed
and now contends according to law, exhibited
to the Court under this order account of his
transactions, made up by a regular Court of
the Court, and was ready and willing to
pay over all the legacies contained in the will,
with, to the legally qualified person
under the terms prescribed by law. The exor.
had authority to sell the slaves, which he could
have enhanced his profits in 'consequence'
very largely, but he considered it his duty
to the testator to keep the negroes in line,
and by so doing he benefited the plff.
thousands of dollars, for under the testator's
will, likely men negroes, he was to \$32 dollar
for each \$300 or 400, and the negroes
put would have sold all the day they were
sold to the plff. for 2 or 3 times as
much as they ^{were} worth when Mr. Hardy died.
So prudently did the exor. manage the slaves,
that not a single death that he recollects
occurred among the slaves which he managed
them in the 10 years that he had the estate, it
more than doubled in value - it is to be
found that in 1833, the whole estate in the hands
of the exor. excluding of the slaves, was about
\$9000, and in 1843, he paid to George W.
Candell the plff. in the presence of a
Commissioner of the Court \$16,501.74 on the
1 May 1843, ^{in bonds over him as executor of the estate} & so received in addition to it
delivered to the plff. a bond of the State of Va.
for \$1000, all which will appear by the receipt
of the Commissioner. The deft. has never owned
any stock in banks or any incorporation company,
and did not think it prudent to purchase any for
the estate of Mr. Hardy, but as soon as he was

convinced that it was prudent, he died on the
 day of - 1839, purchased a house of the state of Va
 for \$1000, the interest or divisions on which
 are charged to him in the account returned
 to Court. For many years, the state debt was
 considered unsafe, and although the pay
 value was \$100, many years occurred
 solely at 75 & 80, to the hundred - the
 exec. could not collect the money due to
 the state at his will, & if he could have done
 so, he should have lent it out in the
 mortgage bonds to persons where he knew
 the same was safe; and although he could
 not annually collect the interest, he
 thought it better for the estate that the funds
 should remain in good and safe hands,
 rather than to be invested in precarious
 stocks, especially as he had no idea that
 he was required to pay compound interest
 or to act in any other way than as an
 ordinary executor. For a few years back
 the credit of the state has been so well
 established that prudent men have made
 public investments rather than private.
 The first investment your respondent ever made
 in state debt was for the estate of Mr. Hardy
 and he never invested any funds on his own
 account in such bonds, until a few
 years since; when. It is true that in the
 various settlements made by the Court
 of the Court, some mistakes have
 occurred in the additions, some
 in favor of your respondent, & some
 against him; and he believes it
 with he found that in some cases
 the accounts are too rigid against him.
 In one case, that of 1836 -

instead of a charge against the estate for
 \$40 a month for the support of wife
 - putting woman & 5 children
 the Commission by mistake has made
 the charge only \$4 - this and various
 other mistakes may possibly be cor-
 rected. Your respondent informed the
 complainant and his atty. as
 soon as he understood from them
 that a settlement was desired,
 that if any mistakes could be pointed
 out of omission to charge
 the atty. with actual receipts or
 in the calculations, that he was
 ready and willing to have them
 corrected without a suit; but the
 information as to what to be the
 principles on which the account
 were made up. The complainant
 insisting that they ought to be
 his statement or predecessor's account,
 and your respondent contending,
 as he hopes he does honestly and
 properly, that he was chargeable
 only as an ordinary executor.
 That the mode of the testator Hardy
 was never considered by the exec.
 as entrusting him beyond an ordi-
 - nary executor, but rather giving
 him a greater latitude in the man-
 - agement of the estate.

This respondent solemnly controverts the allegation in
 the bill which charges him with knowingly holding
 the estate of Hardy as trustee or in any other way than
 an ordinary executor. He avers that he never told any
 can call the production of the compl. that he barrell
 had no right to controvert the estate of Hardy or take

it out of your respondent's hands - nor did he ever
 say so to any person, or entertain such an opinion
 nor was Mr Gray Canale the guardian, even so advise
 - as this respondent knows or believes - on
 the contrary he says unequivocally and without
 "subterfuge" that he was always ready to deliver
 on the estate and settle with the guardian if
 he had asked it, or he had been directed by
 the Court so to do, claiming to hold it, as an
 ordinary executor, & in no other way - subject to
 all the restrictions and obligations of an executor,
 and he denies that he ever intended that
 the will imposed duties by one of a "mere executor"
 Your respondent was anxious to pay to the complaint
 upon attaining his majority, all to which he was
 entitled, and with a view to correct settle
 the Court of the Court was present and
 witness the settlement, it was not done in any
 secret or improper manner, but at the time such
 settlement was made, for some years thereafter,
 Joel Holliman the connection and friend of
 the plaintiff was living in the village with your respondent,
 was a practicing lawyer at the Court to which the
 record accounts were returned, and had frequent
 conversations with the respondent about the estate
 before & after the settlement, and he never heard
 the guardian, Mr Gray Canale, his son in law
 Holliman or any other person ever suggest
 that the estate was beyond the control of the
 complainant's guardian, or that there was
 any thing in the will to make the executor a trustee
 or quasi guardian, until recently advised
 by Mr Canale the complt. that he has been advised
 to institute a suit - the complt. is willing that what
 is right under the law, shall be done, & he submits
 the same to the Court - Archd. Atkinson

County of Shropshire 11th Feb. This day came before
 a Justice of the Peace for said County, Archibald
 Atkinson who made oath that the foregoing
 answer is true & correct as he knows or
 believes - signed & sworn my name this
 4th of October 1852 -

M^r Scott Esq

Atkinson

add: 3 ~~am~~
to the
Canada.
and a file

Not.
Filed Dec. 1, 1852.

such sum, as had been paid on said bonds or
paid to the complainant previous to the assign-
ments of them, has been credited on the bonds,
no doubt, whether of principal or of interest,
and appears to the plff. when he reads them.
This respondent can not think that the prin-
cipal of the bonds paid to the plff. in May
1843 when he paid him on such appear-
ance by his receipt \$17,501.74, including the
state have handed over, was equal to the
amount paid, but that interest was due
on them when assigned over. The complainant
has been very slow (more than 9 years having
elapsed) in calling upon this defendant to
give particulars as to the bonds paid over.
After such a lapse of time, it can not reasonably
be expected that a minute account could
be given of the said bonds, but this he the
best means to say that he could not
annually collect the interest on such and
to him personally as executor. He has
for years been aware of the advantage of
collecting interest and compounding it.
If any man who would, to calculation, he
could not do it. As to the land sold
to Thomas D. Ripley in November 1832, this
defendant admits that it would have
sold, recently, for more money than he
got for it in 1832 before the demand for
wood was so great. But in the mean-
time it would not have produced a
rent more than \$20 or \$25 per annum, &
the increased price would not have been
equal to what the plff. has received for
it, principal and interest. His purpose then
to complain that the land sold for \$2600
in Novr-1832 to Ripley was sacrificed on
any wrong account by some respondent,

when it was sold to Thos. D. Ripley in no wise
connected with your respondent and no
interest in him to sacrifice the land to any
person. He refers the complainant to Thomas
Ripley who can say whether he bought it
on such price, or whether the defendant
convinced and conferred with him to
injure the complainant. The defendant
was anxious to get the best price he could
for the land, and manage the estate in the
best manner, not only as a matter of
safety or executor, but also because he
had a contingent interest in the estate
under the testator's will and which inter-
est, by arrangement, he received to the
complainant, soon after the settle-
ment in May 1843. This defendant was
as he supposed an executor upon ordinary
principles, and was ready and willing
to surrender the estate to the legal guardian
of the said complainant when required by
him or the Court so to do. He denies all
fraud, and prays him to be dismissed &c.

Archd. Attorney

File of Wright County. The foregoing was
shown to before me a justice of the peace
for the County of Wright this 29 day of October
1852 by Archd. Attorney -

(Signed) M. Scott J.P.

To the Judges of the Circuit Court of Law and chj.
for Blount Wigt County. The answer of said
Attorney, on to the amended bill in this Court
filed by George W. Candler ap. said Attorney.
The defendant ~~for~~ ~~the~~ answer to the said
amended bill, refers to his original answer,
or containing what he considered right to
answer so far as he knew or believed and
for further answer denies that it is true that
he collected annuities or in any other line
thereafter generally, the interest on the
bonds for sale of Bailey's estate or for money
lent out. It was impossible to do so, as is
known to the complainant and others who
lived money in the country. He has no
list of the bonds he paid over to the couple
when he settled with him, and therefore he
can't state, after a lapse of 10 or 15 years, upon
bonds he did pay over, what payments of the
principal or the interest had been ~~made~~
on them, but he thinks the couple had a
list of the bonds, and he ought after so many
years have supplied, to know better than this
defendant. This defendant admits that proba-
bly the bonds paid over were not the origi-
nal bonds, but for the sale of the testator's
estate or for the money found in the bonds.
The testator died in 1832 and was represented
qualified or ex: or on or about the day of
October 1832, and he settled with the couple
in May 1843 - more than 11 years had elapsed, &
it is not to be presumed that the bonds first given
were never discharged in part or whole with
himself. When any of the first bonds were paid
the money was lent out. It is no doubt the fact
that the defendant had collected the original
bonds, and lent out the money or was his agent.

George W. Carroll
vs. 3 Simon L.
3 in Chy.

Arch^d Atkinson

To September recd
Circuit Court 1832

Whitfield p. g.

Entered by delivering
a copy to A. M. W. W.

31st Oct. T. Hall sff
1832

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU to summon *Archibald Atkinson* (sometimes called
executor of Thomas H. Hardy decd.)

to appear at the Rules at the Clerk's Office of the *General* Court of *Isle of Wight*
County, on the first Monday in *September* next, to answer a bill in chancery
exhibited against him in said Court by George W. Carroll

And have then there this writ.
Court, at the Courthouse, the
year of the Commonwealth.

Witness,

Nathl. P. Young
9th: day of *August*

Clerk of our said

1852, and in the *77th.*

N. P. Young

July 1th 1855 I acknowledge service of the within notice
Ro. H. Whiffles & atty
for Plaintiff
A. J. [Signature]

Commissioner's Office

Smithfield July 1st 1833

To George W Carroll and Archibald Atkinson Executors
of Thomas W Hardy deceased

You are hereby notified that I have fixed on the 30th inst
to state, settle and adjust at my office the following
accounts required to be taken by the decree of the circuit
court of Isle of Wight County, rendered on the 17th day
of May 1833 in a suit in chancery depending in said
court between George W Carroll plaintiff and Archi-
bald Atkinson Executor of Thomas W Hardy ^{deceased} defendant,
to wit the accounts of the defendant Archibald At-
kinson executor of Thomas W Hardy deceased, including
his account, the accounts returned by the defendant to
the county court of Isle of Wight County, shall be taken
as prima facie correct, liable to be surcharged by the
plaintiff, and the said accounts shall also be stated
at the expiration of two years from the date of the
qualification of the said executor, on the principle
established by the Court of Appeals for the settlement
of guardian accounts. And I shall also inquire
and report to the court, as required by said decree,
whether the funds of defendant, ^{deceased} in his hands from
time to time, were duly invested by the defendant
for the benefit of the complainant, or loaned out or
otherwise disposed of; and any other accounts or
statements required by either of the parties to be stated
at which time and place you are required to attend
from under my hand as Commissioner of said
court the day and year first aforesaid.

Archibald Atkinson

Carroll

as: 3^d Rept. of Comr.

Atkinson Exor. of Hardy

Oct. 19. 1853 Filed

Commissioners Office
Smithfield Oct 18th 1853

To the Circuit Court of Isle of Wight County

Pursuant to a decree of the Circuit Court of Isle of Wight County rendered on the 17th day of May 1853 in a suit in Chancery depending in the said Court between George W. Carroll Plaintiff and Archibald Atkinson executor of Thomas W. Hardy deceased, the undersigned one of the Commissioners of said Court to whom was referred for settlement by said decree the accounts of Archibald Atkinson executor of Thomas W. Hardy deceased, in stating which accounts, the accounts returned by the defendant to the County Court of Isle of Wight County shall be taken as prima facie correct liable to be discharged and paid by the plaintiff, with directions to the Commissioner also to state the said accounts at the expiration of two years from the date of the qualification of the said executor on the principal established by the Court of Appeals for the settlement of guardian accounts, and that the Commissioner will also examine and report to the Court whether the funds of the defendants testator in his hands from time to time were duly invested by the defendant for the benefit of the complainant, or loaned out or otherwise disposed of, reports to the Court that he issued notices against the parties aforesaid requiring them to attend the settlement of said accounts at his office on the 30th day of July 1853 which were returned to your Commissioner duly executed. That your Commissioner stated the foregoing account of the transactions of Archibald Atkinson as executor of the said Thomas W. Hardy deceased up to the 18th day of October 1853 and on that day found a balance of \$985.01 due the said estate or to George W. Carroll the legatee of Thomas W. Hardy deceased from the said executor, of which the sum of \$360.68 is a balance of Interest. Your Commissioner has also stated an account (marked B) on the principal established by the Court of Appeals for the settlement of guardian accounts, at the expiration of two years from the date of the qualification of the said executor, up to the 18th day of October 1853, 1st day of May 1843, and found a balance due the estate, or to George W. Carroll as the legatee of Thomas W. Hardy deceased, from the executor aforesaid, of \$1772.21, which with Interest thereon to October 18th 1853 amounts to \$2885.15. Your Commissioner has also stated an account (marked C) on the principal of debtor and creditor, in which the disbursements are regarded as payments made on the 30th day of September in each year, the receipts or new debt of the same less the amount of the commissions, the investment of \$1000 in state stock has been charged to the principal and not to the interest, as your Commissioner regards, as a charge from one interest bearing fund for

another and not as a payment to be applied to the liquidation of the interest due up to that time. Your Commissioner finds the balance due on said account by the executor to the estate to be, on the 1st day of May 1843 \$1004.03 which with interest thereon to October 18th 1853 amounts to \$1634.56. Your Commissioner has at the request of the plaintiff made the statement D showing the amount of Interest due on May 1st 1853 on the Interest of each year, in the executorial account, regarding the several sums of Interest as invested or loaned out after the expiration of six and nine months from the end of the year in which such Interest accrued, and finds the amount of such Interest on Interest, invested after six months, to be \$1284.54, which, added to the amount due on the executorial account, makes as shown by Statement D, the amount due on the 1st day of May 1843 by the said Executor to be \$1858.87 which, with interest thereon on to October 18th 1853 amounts to \$3026.24. Statement E shows the amount due by the executor, (adding the amount of Interest on Interest invested or loaned out after the expiration of nine months from the end of the year in which such interest accrued, to the amount on the executorial account) on the 1st day of May 1843 to be \$1786.06 which with interest thereon to October 18th 1853 amounts to \$2907.70. Your Commissioner has also made a statement F which is similar to D with the exception that the interest of each year in the executorial account being regarded as invested or loaned out at the expiration of six and nine months, interest is allowed only on the balance of interest remaining after deducting commissions.

Your Commissioner has made a statement G in which the amount of Interest on Interest, due as shown in statement C is added to the amount due on the executorial accounts, and commissions on Interest regarded as receipts deducted, and the amount due as shown by said statement G, by said executor on May 1st 1843 is \$1533.41 which with the interest thereon to October 18th 1853 amounts to \$2480.11. Statement I is similar to G except that the interest is regarded as invested at the end of nine months and the amount shown to be due by said statement to the executor on May 1st 1843 is \$1487.71 which with the interest thereon to October 18th 1853 amounts to \$2421.99. By your Commissioner with that no evidence, of the funds of the defendants testator, in his hands from time to time being duly invested by the defendant for the benefit of the complainant or loaned out or otherwise disposed of, has been produced before your Commissioner, other than that afforded by the accounts of the defendant in which it is shown that \$1000 was invested in state stock in 1839.

Given under my hand as Commissioner of the said Court the day and year first aforesaid

Geo. Atkinson

Time employed by Commissioner in stating and reporting foregoing accounts forty two hours \$31.50

Re charged to Geo. W. Carroll

Geo. Atkinson Comr

1843
 May 1 To paid George to Carroll the legate of Thomas
 " " Henry's account 16581 74
 " Balance due for contra 1858 87
 18360 61

1843
 May 1 To paid George to Carroll the legate of Thos W Henry 16581 74
 " Balance due for contra 1786 56
 18368 30

1843
 May 1 To 5% int Commission on 73372.43 Interest agrees
 as receipt at the end of six months 268 62
 To paid George to Carroll the legate of Thos W Henry 16581 74
 " Balance due for contra 1523 41
 18293 77

1843
 May 1 To 5% int Commission on 4782.22 Interest agrees
 as receipt at the end of nine months 237 41
 To paid Geo W Carroll the legate of Thos W Henry and 16581 74
 " Balance due for contra 1487 71
 18297 06

1843
 May 1 By Balance due as shown by Executive account 11328 82
 " Balance of Interest 5747 25
 " Interest on the Interest of each year (regarding it as
 interest on loan and not on months from the end of each
 year) as shown by statement D 1282 54
 18360 61

1843
 May 1 By Balance due Geo W Carroll as per contra 1858 87
 1853
 October 18 1167 37
 183026 24

1843
 May 1 By Balance due for Executive account principal 11328 82
 " " " " Interest 5747 25
 " Interest on the Interest of each year (regarding it as
 interest on loan and not on months from the end of each
 year) as shown by statement D 1211 73
 18287 81

1843
 May 1 By Balance due Geo W Carroll as per Debit 1786 56
 1853
 October 18 " Interest shown to date 1121 64
 182907 70

1843
 May 1 By Balance due for Executive account principal 11328 82
 " " " " Interest 3747 25
 " Interest on the Interest of each year (after deducting Commissions
 as shown by statement E) 1211 73
 18293 77

1843
 May 1 By Balance due Geo W Carroll as per Debit 1533 41
 1853
 October 18 " Interest shown to date 956 70
 2480 11

1843
 May 1 By Balance due for Executive account principal 11328 82
 " " " " Interest 3747 25
 " Interest on the Interest of each year after deducting
 Commissions, regarding it as interest on loan and not on
 months from the end of the year, as shown by
 statement E 1136 99
 18297 06

1843
 May 1 By Balance due Geo W Carroll as per Debit 1487 71
 1853
 October 18 " Interest on Balance to date 934 28
 2421 99

(D)

1835

At Six Months

April 1	Interest on \$558.71 from date to May 1 st 1843	\$ 270 97
1836 April 1	Interest on \$564.53 from date to May 1 st 1843	239 42
1837 April 1	Interest on \$577.78 from date to May 1 st 1843	210 37
1838 April 1	Interest on \$589.52 from date to May 1 st 1843	179 30
1839 April 1	Interest on \$602.24 from date to May 1 st 1843	147 34
1840 April 1	Interest on \$621.22 from date to May 1 st 1843	114 92
1841 April 1	Interest on \$640.67 from date to May 1 st 1843	80 08
1842 April 1	Interest on \$597.55 from date to May 1 st 1843	38 84
1843 April 1	Interest on \$520.24 from date to May 1 st 1843	3 10
	<u>\$5372.43</u>	<u>\$1284 34</u>

At Nine Months

1835 July 1	Interest on \$558.71 from date to May 1 st 1843	\$ 262 39
1836 July 1	Interest on \$564.53 from date to May 1 st 1843	231 45
1837 July 1	Interest on \$577.78 from date to May 1 st 1843	202 22
1838 July 1	Interest on \$589.52 from date to May 1 st 1843	171 02
1839 July 1	Interest on \$602.24 from date to May 1 st 1843	138 37
1840 July 1	Interest on \$621.22 from date to May 1 st 1843	105 60
1841 July 1	Interest on \$640.67 from date to May 1 st 1843	70 47
1842 July 1	Interest on \$597.55 from date to May 1 st 1843	27 57
1843 July 1	Interest on \$520.24 from date to May 1 st 1843	3 10
	<u>\$4752.22</u>	<u>\$1211 73</u>

(C continued)

1843

May 1	By Balance due George to Canale & Co. Ret'd	1884 13
Dec 18	Interest on Balance to date	631 33
		<u>\$1034 56</u>

(E)

1835

At Six Months

April 1	Interest on \$530.78 to May 1 st 1843	257 42
1836 April 1	" " 526.31 " "	237 93
1837 April 1	" " 528.90 " "	207 34
1838 April 1	" " 560.05 " "	176 81
1839 April 1	" " 572.13 " "	146 17
1840 April 1	" " 590.16 " "	109 17
1841 April 1	" " 608.64 " "	73 13
1842 April 1	" " 667.68 " "	36 39
1843 April 1	" " 589.20 " "	3 44
		<u>\$1217 70</u>

At Nine Months

1835 July 1	Interest on \$530.78 to May 1 st 1843	249 46
1836 July 1	" " 536.31 " "	219 78
1837 July 1	" " 528.90 " "	193 11
1838 July 1	" " 560.05 " "	162 11
1839 July 1	" " 572.13 " "	131 38
1840 July 1	" " 590.16 " "	100 32
1841 July 1	" " 608.64 " "	66 95
1842 July 1	" " 667.68 " "	28 38
1843 July 1	" " 589.20 " "	3 44
		<u>\$1150 99</u>

(6)

	Interest	Principal
1835 September 30 To Disbursements this year	43 64	
" 5% cent Commissions on Receipts	13 92	
" Balance due the Estate p Contra	1079 60	9673 45
	<u>\$1123 24</u>	<u>\$9687 37</u>
1836 September 30 To Disbursements this year	76 35	
" 5% cent Commissions on Receipts	14 32	
" Balance due the Estate p Contra	1583 45	9945 63
	<u>\$1666 07</u>	<u>\$9959 95</u>
1837 September 30 To Disbursements this year	82 93	
" 5% cent Commissions on Receipts	13 32	
" Balance due the Estate p Contra	2697 35	10240 61
	<u>\$2156 18</u>	<u>\$10236 13</u>
1838 September 30 To Disbursements this year	38 32	
" 5% cent Commissions on Receipts	19 72	
" Balance due the Estate p Contra	2633 36	10615 14
	<u>\$2711 68</u>	<u>\$10634 86</u>
1839 Sept 30 To Disbursements this year	71 90	
" 5% cent Commissions on Receipts	20 85	
" Balance due the Estate p Contra	3218 36	11011 29
	<u>\$3296 26</u>	<u>\$11032 14</u>
1840 Sept 30 To Disbursements this year	127 25	1000 00
" 5% cent Commissions on Receipts	21 50	
" Balance due the Estate p Contra	3751 78	10419 79
	<u>\$3879 03</u>	<u>\$11441 29</u>
1841 Sept 30 To Disbursements this year	126 72	
" 5% cent Commissions on Receipts	26 35	
" Balance due the Estate p Contra	4250 24	10924 24
	<u>\$4376 96</u>	<u>\$10950 79</u>
1842 Sept 30 To Disbursements this year	102 75	
" 5% cent Commissions on Receipts	23 00	
" Balance due the Estate p Contra	4802 94	11399 24
	<u>\$4905 69</u>	<u>\$11424 24</u>
1843 May 1 To Disbursements this year	209 38	
" 5% cent Commissions on Receipts	43 03	
" Balance due the Estate p Contra	5277 57	12228 26
	<u>\$5486 89</u>	<u>\$12271 89</u>
1843 May 1 To the sum paid George W Cornell the legatee of Thomas H Hardy deceased	16501 74	
" Balance due p Contra	1004 03	
	<u>17505 77</u>	

	Interest	Principal
1835 September 30 By Balance due this day	338 71	9403 87
September 30 " Interest on Balance	344 53	
" Receipts this year	278 30	
	<u>\$1123 24</u>	<u>\$9687 37</u>
1836 September 30 By Balance due the Estate p Contra	1079 60	9673 45
September 30 " Interest on Balance of Principal	386 46	
" Receipts this year	286 50	
	<u>\$1666 07</u>	<u>\$9959 95</u>
1837 September 30 By Balance due the Estate p Debit	1583 45	9945 63
September 30 " Interest on Balance of Principal	396 73	
" Receipts this year	310 50	
	<u>\$2156 18</u>	<u>\$10236 13</u>
1838 September 30 By Balance due the Estate p Debit	2697 35	10240 61
September 30 " Interest on Balance of Principal	614 43	
" Receipts this year	394 25	
	<u>\$2711 68</u>	<u>\$10634 86</u>
1839 September 30 By Balance due the Estate p Debit	2633 36	10615 14
September 30 " Interest on Balance of Principal	436 96	
" Receipts this year	417 00	
	<u>\$3296 26</u>	<u>\$11032 14</u>
1840 Sept 30 By Balance due the Estate p Debit	3218 36	11011 29
Sept 30 " Interest on Balance of Principal	666 67	
" Receipts this year	436 00	
	<u>\$3879 03</u>	<u>\$11441 29</u>
1841 Sept 30 By Balance due the Estate p Debit	3751 78	10419 79
Sept 30 " Interest on Balance of Principal	635 18	
" Receipts this year	331 00	
	<u>\$4376 96</u>	<u>\$10950 79</u>
1842 Sept 30 By Balance due the Estate p Debit	4250 24	10924 24
Sept 30 " Interest on Balance of Principal	633 45	
" Receipts this year	326 00	
	<u>\$4905 69</u>	<u>\$11424 24</u>
1843 Sept 30 By Balance due the Estate p Debit	4802 94	11399 24
May 1 " Interest on Balance of Principal	683 93	
" Receipts this year	872 65	
	<u>\$5486 89</u>	<u>\$12271 89</u>
1843 May 1 By Balance due the Estate p Contra Principal	12228 26	
" Balance due of Interest	5277 31	
	<u>17505 77</u>	

Continued

1839			Profit	Principal
Sept 30	To Disbursements this year	\$ 71 90	"	"
	" Commissions on Receipts inclusive of Interest	61 62	"	"
	" Balance due the Estate of contra	1087 53	13391 21	
		<u>\$1330 47</u>	<u>\$13391 21</u>	

1840				
Sept 30	To Disbursements this year	\$ 1127 25	\$	
	" Commissions on Receipts inclusive of Interest	64 93		
	" Balance due the Estate of contra	106 34	14478 76	
		<u>\$1298 72</u>	<u>\$14478 76</u>	

1841				
Sept 30	To Disbursements this year	\$ 126 72	\$	
	" Commissions on Receipts inclusive of Interest	70 30		
	" Balance due the Estate of contra	1209 09	14585 30	
		<u>\$1406 11</u>	<u>14585 30</u>	

1842				
Sept 30	To Disbursements this year	102 45		
	" Commissions on Receipts inclusive of Interest	72 35		
	" Balance due the Estate of contra	1272 53	15794 39	
		<u>\$1447 66</u>	<u>\$15794 39</u>	

1843				
February 22	To Disbursements this year	209 38		
	" Commissions on Receipts inclusive of Interest	63 77		
	" Balance due the Estate of contra	1052 25	17066 92	
		<u>\$1275 40</u>	<u>\$17066 92</u>	

1843				
May 1	Debit paid George W. Carroll the legatee of	"	"	
	Thomas W. Henry deceased	16501 74		
	" Balance due by Executor of contra	1772 21		
		<u>\$18273 95</u>		

Continued

1838			Profit	Principal
September 30	By Balance due the Estate of Debit	\$	"	\$13391 21
September 30	" Interest on Balance	563 47	"	"
	" Receipts this year	117 00	"	"
		<u>1230 47</u>		<u>\$13391 21</u>

1839				
Sept 30	By Balance due the Estate of Debit	\$	"	\$14478 76
Sept 30	" Interest on Balance	868 72	"	"
	" Receipts this year	130 00	"	"
		<u>1298 72</u>		<u>\$14478 76</u>

1840				
Sept 30	By Balance due the Estate of Debit	\$	"	14585 30
Sept 30	" Interest on Balance	875 11	"	"
	" Receipts this year including Interest of State Stock	531 00	"	"
		<u>1466 11</u>		<u>\$14585 30</u>

1841				
Sept 30	By Balance due the Estate of Debit	\$	"	\$15794 39
Sept 30	" Interest on Balance	947 66	"	"
	" Receipts this year	380 00	"	"
		<u>\$1447 66</u>		<u>\$15794 39</u>

1842				
Sept 30	By Balance due the Estate of Debit	\$	"	\$17066 92
February 22	" Interest on Balance to date of year 1842	"	"	"
	Debit to Legatee of Thomas W. Henry	"	"	"
	to the age of 21 years	106 11	"	"
	" Receipts this year	869 24	"	"
		<u>\$1275 40</u>		<u>\$17066 92</u>

1843				
February 22	By Balance due the Estate of contra	\$18009 17		
May 1	" Interest on Balance	264 78		
		<u>\$18273 95</u>		

1843				
May 1	By Balance due George W. Carroll the legatee	\$1772 21		
October 18	" Interest on Balance	1112 94		
		<u>\$2885 15</u>		

61^r

Continued

1813		Principal	Interest
May 1 st	To Disbursements this year	309 38	
	" Commissions on Receipts	43 63	
	" Balance due the Estate of contra	11328 82	5747 25
		<u>\$11381 83</u>	<u>\$5747 25</u>

1813		Principal	Interest
May 1	By Balance due the Estate of Thomas W. Hardy	16501 74	
	" Balance due of contra	574 33	
		<u>\$17076 07</u>	

(B)

The Estate of Thomas W. Hardy deceased In account

1833		Principal	Interest
September 30	To Disbursements this year	103 66	
	" Commissions on Receipts	195 55	
	" Balance due the Estate of contra	9311 89	
		<u>\$9911 10</u>	

1831		Principal	Interest
September 30	To Disbursements this year	\$ 122 11	
	" Commissions on Receipts	11 52	
	" Balance due the Estate of contra	\$9408 87	558 71
		<u>\$9542 39</u>	<u>\$558 71</u>

1835		Principal	Interest
September 30	To Disbursements this year	\$ 43 64	" "
	" Commissions on Receipts profits inclusive of Interest	69 08	" "
	" Commissions on Receipts principal	" "	1 00
	" Balance due the Estate of contra	1269 02	9427 87
		<u>\$1381 74</u>	<u>\$9428 87</u>

1836		Principal	Interest
Sept 30	To Disbursements this year	\$ 46 55	" "
	" Commissions on Receipts inclusive of Interest	46 41	" "
	" Balance due the Estate of contra	805 35	10696 89
		<u>\$ 928 31</u>	<u>\$10696 89</u>

1837		Principal	Interest
Sept 30	To Disbursements this year	\$ 82 93	" "
	" Commissions on Receipts inclusive of Interest	50 03	" "
	" Balance due the Estate of contra	867 67	11502 24
		<u>\$1000 63</u>	<u>\$11502 24</u>

1838		Principal	Interest
Sept 30	To Disbursements this year	\$ 58 32	" "
	" Commissions on Receipts inclusive of Interest	56 82	" "
	" Balance due the Estate of contra	1021 30	12369 91
		<u>\$1136 44</u>	<u>\$12369 91</u>

Continued

1842		Principal	Interest
Sept 30	By Balance due the Estate of Debit	\$1071 18	3372 13
May 1	" Interest on Balance to date		3711 82
	" Receipts this year	877 85	
		<u>\$11381 83</u>	<u>\$5747 25</u>

1843		Principal	Interest
May 1	By Balance due the Estate of Debit	11328 82	
	" Balance due the Estate of Debit	5747 25	
		<u>\$17076 07</u>	

1843		Principal	Interest
May 1	By Balance due of Debit	574 33	
Sept 18	" Interest on Balance to date	361 68	
		<u>\$935 01</u>	

Archibald Atkinson his Executor

1833		Principal	Interest
September 30	By Receipts this year	\$9911 10	

1833		Principal	Interest
Sept 30	By Balance due the Estate of Debit	\$9311 89	
Sept 30	" Interest on Balance	" "	338 71
	" Receipts this year	331 82	
		<u>\$9542 39</u>	<u>\$558 71</u>

1834		Principal	Interest
Sept 30	By Balance due the Estate of Debit	558 71	9408 87
Sept 30	" Interest on \$9408 87 Balance of Principal	544 33	" "
	" Receipts this year	258 50	" "
	" Receipts this year	" "	25 00
		<u>\$1381 74</u>	<u>\$9428 87</u>

1835		Principal	Interest
Sept 30	By Balance due the Estate of Debit	\$ 641 81	\$10696 89
Sept 30	" Interest on Balance	286 50	
	" Receipts this year	928 31	\$10696 89

1836		Principal	Interest
Sept 30	By Balance due the Estate of Debit	" "	\$11502 24
Sept 30	" Interest on Balance	690 13	
	" Receipts this year	310 50	
		<u>\$1000 63</u>	<u>\$11502 24</u>

1837		Principal	Interest
Sept 30	By Balance due the Estate of Debit	" "	\$12369 91
Sept 30	" Interest on Balance	742 19	
	" Receipts this year	394 25	
		<u>\$1136 44</u>	<u>\$12369 91</u>

Dr The Estate of Thomas H Hardy deceased

1833		Principal	Interest
Sept 30	To Disbursements this year	\$ 103 66	
	" Commissions on Receipts	495 85	
	" Balance due the Estate of contra	9311 89	
		<u>\$9911 10</u>	
1834			
Sept 30	To Disbursements this year	\$ 122 00	
	" Commissions on Receipts	11 52	
	" Balance due the Estate of contra	9408 87	538 71
		<u>\$9542 39</u>	<u>538 71</u>
1835			
Sept 30	To Disbursements this year	43 14	
	" Commissions on Receipts	13 92	
	" Balance due the Estate of contra	9129 81	1123 24
		<u>\$9687 37</u>	<u>1123 24</u>
1836			
Sept 30	To Disbursements this year	76 35	
	" Commissions on Receipts	14 32	
	" Balance due the Estate of contra	9823 44	1711 12
		<u>\$9916 31</u>	<u>1711 12</u>
1837			
Sept 30	To Disbursements this year	\$ 82 93	
	" Commissions on Receipts	15 32	
	" Balance due the Estate of contra	10037 49	2291 51
		<u>\$10135 94</u>	<u>2291 51</u>
1838			
Sept 30	To Disbursements this year	38 32	
	" Commissions on Receipts	19 72	
	" Balance due the Estate of contra	\$10353 76	2892 78
		<u>\$10431 74</u>	<u>2892 78</u>
1839			
Sept 30	To Disbursements this year	\$ 71 91	
	" Commissions on Receipts	21 85	
	" Balance due the Estate of contra	\$10677 95	3374 11
		<u>\$10770 76</u>	<u>3374 11</u>
1840			
Sept 30	To Disbursements this year	\$ 1127 25	
	" Commissions on Receipts	21 57	
	" Balance due the Estate of contra	9959 20	4134 67
		<u>\$11107 95</u>	<u>4134 67</u>
1841			
Sept 30	To Disbursements this year	\$ 126 72	
	" Commissions on Receipts	26 33	
	" Balance due the Estate of contra	10336 93	4752 22
		<u>\$10490 20</u>	<u>4752 22</u>
1842			
Sept	To Disbursements this year	\$ 102 75	
	" Commissions on Receipts	23 10	
	" Balance due the Estate of contra	11719 18	5372 43
		<u>\$11836 93</u>	<u>5372 43</u>

1833		Principal	Interest
Sept 30	By Receipts this year	\$9911 10	
		<u>\$9911 10</u>	
1833			
Sept 30	By Balance due the Estate of debit	\$9311 89	
Sept 30	" Interest on Balance		538 71
	" Receipts this year	231 57	
		<u>\$9542 39</u>	<u>538 71</u>
1834			
Sept 30	By Balance due the Estate of Debit	\$9408 87	538 71
Sept 30	" Interest on Balance		564 53
	" Receipts this year	278 52	
		<u>\$9687 37</u>	<u>1123 24</u>
1835			
Sept 30	By Balance due the Estate of Debit	\$9687 37	1123 24
Sept 30	" Interest on Balance		577 78
	" Receipts this year	386 51	
		<u>\$9916 31</u>	<u>1711 12</u>
1836			
Sept 30	By Balance due the Estate of Debit	\$9916 31	1711 12
Sept 30	" Interest on Balance		599 52
	" Receipts this year	311 51	
		<u>\$10135 94</u>	<u>2291 51</u>
1837			
Sept 30	By Balance due the Estate of Debit	\$10135 94	2291 51
Sept 30	" Interest on Balance		612 24
	" Receipts this year	374 23	
		<u>\$10431 74</u>	<u>2892 78</u>
1838			
Sept 30	By Balance due the Estate of Debit	\$10431 74	2892 78
Sept 30	" Interest on Balance		621 22
	" Receipts this year	417 00	
		<u>\$10770 76</u>	<u>3374 11</u>
1839			
Sept 30	By Balance due the Estate of Debit	\$10770 76	3374 11
Sept 30	" Interest on Balance		641 67
	" Receipts this year	431 00	
		<u>\$11107 95</u>	<u>4134 67</u>
1840			
Sept 30	By Balance due the Estate of Debit	\$11107 95	4134 67
Sept 30	" Interest on Balance		597 53
	" Receipts this year	531 00	
		<u>\$10490 20</u>	<u>4752 22</u>
1841			
Sept 30	By Balance due the Estate of Debit	\$10490 20	4752 22
Sept 30	" Interest on Balance		626 31
	" Receipts this year	511 00	
		<u>\$10836 93</u>	<u>5372 43</u>

Carroll
^{U.S.}
Atkinson Exa Hardy

Rough decree

May term 1853.

Enter this

R. H. Baker

Carroll This cause came on this day to be heard
Atkinson } on the original and amended Bills and
 exhibits therewith filed and on the answers of
 the defendant to said Bills ^{and on the release due from plaintiff to} ~~and answered by~~ ^{the} de-
fendant this day filed general replications to said answers
+ was argued by counsel - On consideration whereof
the Court without now deciding the matters in
controversy between the parties but reserving the same
for decision upon the coming in of the report doth
adjudge order and decree ^{that} George B. Atkinson
^{one of the} Commissioners of this

Court shall settle and adjust the accounts of the defendant
Archibald Atkinson Guardian of Thomas Hardy decant
in stating which account the accounts returned by
the defendant to the County Court of Isle of Wight County
shall be taken as prima facie correct liable to be
surcharged and falsified by the plaintiff.
and the said Commissioner will also state the said
account at the expiration of two years from the date
of the qualification of the said Guardian on the
principle ^{established} settled by the Court of Appeals for the
settlement of Guardian accounts. and the said
Commissioner will enquire and report to the
Court whether the funds of the defendant's
testator in his hands from time to time were
duly invested by the Defendant for the benefit of
the ^{complement} or loaned out or otherwise disposed of.
which said accounts and statements together with
any other accounts or special statements required
by either of the parties ^{to be stated} or deemed pertinent by the
Commissioner he will state settle and adjust and
report to the Court.

George W. Carroll

vs. $\frac{3}{4}$ Co. Deers

Arch^d Atkinson Esq^r
of Thomas H. Hardy

4

In the Circuit Court of Isle of Wight County,
May 17. 1883.

George W. Carroll

Against

~ In chy
Archibald Atkinson Executor of Thomas H. Hardy Decd.

(This cause came on this day to be heard on the original and amended bills and exhibits therewith filed, and on the answers of the defendant to said bills, and on the release and from the plaintiff to the defendant. This day filed, general replications to the said answers, And was argued by counsel on consideration whereof the Court without now deciding the matter in controversy between the parties, but reserving the same for decision upon the coming in of the report, doth adjudge - Order and decree that one of the Commissioners of this Court shall settle and adjust the accounts of the defendant, Archibald Atkinson Esq. of Thomas H. Hardy Decd. - In stating which accounts the accounts returned by the defendant to the County Court of Isle of Wight County, shall be taken as prima facie correct liable to be discharged and falsified by the plaintiff, and the said Commissioner will also state the said accounts at the expiration of two years from the date of the qualification of the said executor. On the principle established by the Court of Appeals for the settlements of guardian accounts, And the said Commissioner will enquire and report to the Court, whether the funds of the defendant's testator in his hands from time to time were duly invested by the defendant for the benefit of the complainant or loaned out or otherwise disposed of; which said accounts and statements together with any other accounts or special statements required by either of the parties to be stated are deemed pertinent by the Commissioner, he will settle and adjust report to the Court.

A. C. P.

Teste

A. J. Youngd.

such decree, and the intention of the Defendants
to present a petition and providing for the payment
of all such damages as the plaintiff may sustain
by reason of the said suspension in case a supersedeas
to said decree should not be allowed, and be
effectual within the time above specified.

Bancroft

in
Decree

Attorney

2175

Geo. W. Carroll

Plf.

against

$\frac{3}{4}$ In Chancery.

Archibald Atkinson Exor. of Thomas H. Hardy decd. Def.

This cause came on this day again to be heard on the papers formerly read and the report of the Commissioner made in pursuance of an interlocutory order made on the ^{seventeenth} day of May Eighteen hundred and fifty three to which no exception has been filed and was argued by Counsel on consideration whereof the Court doth adopt the account (B) in said report and confirmed the same. (and doth further adjudge order and decree that the plaintiff George W. Carroll do recover of the defendant Archibald Atkinson the sum of Two Thousand Eight hundred and Eighty five dollars & fifteen cents with interest on one thousand seven hundred and seventy two dollars and twenty one cents, past thereof ~~from~~ at the rate of Six per centum per annum from the eighteenth day of October Eighteen hundred and fifty three, till paid, and that the plaintiff recover against the said defendant his costs about his suit in this behalf expended, But this decree is to be suspended until the plaintiff shall execute to the defendant in the Clerk's office and before the clerk of this Court a bond with sufficient security in the penalty of four thousand Dollars, Conditioned to refund a due proportion of any debts or demands which may hereafter appear against the estate of the said testator and the costs attending their recovery. And on the Motion of the defendant by his Counsel it is ordered that execution on this decree be suspended for ninety days on the defendants executing in the Clerk's office before the Clerk of this Court a bond in the penalty of four thousand Dollars, payable to the plaintiff with a condition reciting ~~such~~

Atkinson
to 7 co: Decree
Loansee

Isle of Wight

Virginia: At a Supreme Court of Appeals. held at the State
Courthouse, in the City of Richmond. on
Tuesday January 26th 1838

Archibald Atkinson (sometimes called executor of
Thomas H. Hardy deceased)
against
George W. Loanoll.

appet: {
appee: { upon an
appeal from
a decree pronounced by the circuit court of Isle of
Wight County, on the eighteenth day of May 1834, in
a suit in which the appellee was plaintiff and
the appellant was defendant.

This day came the parties by their counsel, and the court having maturely considered the transcript of the record of the decree aforesaid and the arguments of counsel, is of opinion, for reasons stated in writing and filed with the record, that there is no error in the said decree; therefore it is decreed and ordered that the same be affirmed, and that the appellant do pay unto the appellee, damages according to law, and also, his costs by him about his defence in this behalf expended.

Which is ordered to be certified to the said circuit court.

Appellee's costs in the
Court of Appeals \$74.76

Acery. Aeste.

Allen. C.C.

X
Carroll

v

Alkumov

note

have terminated at the period
at which the word attained
his majority, from which
time simple interest should
have been charged. The acc.
B. seems to be otherwise
than as above suggested,
and if so, should be
corrected.

R. H. Baker

Carroll v Atkinson

This case in all its important facts and circumstances is like the case of *Gorrell v Carr*, and however strong the rule may be, must be decided accordingly, except that I think under ^{the} facts of this case, each party should pay his own costs - Let a decree therefore be prepared establishing and affirming the account B. made up, on the principle of a guardian's account, with one small modification, however, which may first be made - The p^{ty} Carroll attained lawful age in February 1843, and the account of the Com^r concludes May 1. 1843: the principle of Compounding interest should

Carroll
v. ~~3~~
Atkinson

Salewright

Garrett v Carr
3 Leigh 407 - 1
Rob. Rep. 196
Kerr's admist. v
Snead vol 11 Law
Reporter 217 - by
Surp Scarborough.

Geo. W. Carvill

in 3/4 ch.

A. Attwood Esq. of
T. H. Hardy Esq.

Copy Testator will to
file with Bill.

That he do not die before he arrives to the age of twenty one year, or that he do not die at any time period without leaving a child living at his death; but it is to be expressly understood that if the said George W. Carroll, my grandson, shall either marry before he arrives to the age of twenty one year, or die at any time without leaving a child living at the time of his death, then and either of the said events, I give the estate of which I may die possessed (save the negroes liberated) to my friend Archibald Atkinson, to him & his heirs forever.

In testimony whereof, I have set my hand and seal to this paper, as my last will, this twenty fifth day of December one thousand eight hundred and twenty four.

This will was acknowledged by Thomas H. Hardy in our presence to be his last will & testament & that he had read & signed the same, in our presence.

Wm. H. Day
Willis Wilson
Sitt. St. Jordan.

Thos. H. Hardy (Seal)

Memorandum I, Thomas H. Hardy as a codicil to this my annexed will, make known, that having by deed set free my woman Sally & her children, and having given into her possession the legacy named in the will for her and her children; for these reasons I revoke so much of my will as bequeaths property to them. The will in other respects is to remain firm and stable. Given under my own seal & written in my own hand writing, at my house the 25th of September 1829.

Thos. H. Hardy (Seal)

At a Court held for the County of Isle of Wight, the first day of October 1832. The last will and Testament of Thomas H. Hardy decd. was presented in Court by Archibald Atkinson the executor therein named, and the same being proved by William H. Day & Willis Wilson two of the witnesses thereto. and the codicil thereto being proved by Joseph B. Whithead, who being sworn, deposed that he was well acquainted with the hand writing of the testator & believed the said codicil to be in his own hand, as well as the name thereto signed. The said will and codicil are ordered to be recorded. And on the motion of the said Archibald Atkinson the executor in said will named, who made oath, and with John B. Crenshaw, George Wilson, M^{rs} H. Day, John A. Day and Saml B. Wilson, his security, entered into bond in the penalty of twenty four thousand dollars, conditioned accordingly to law, Certificate is granted him for obtaining a probate of said will in due form.

Teste N. Goring Esq.

A copy.

Teste N. Goring Esq.

I Thomas H. Hardy of the county of Isle of Wight
being in sound mind and memory do make this
my last will and Testament in the form and manner
following. First. I appoint my friend Archibald
Atkinson my sole executor, and desire that as soon
after my decease as possible he shall pay & satisfy all
my proper debts. I furthermore emancipate & set
free my woman Sally and the Children of the said
Sally, to wit: Amelia, William, Fervin, Arametta and
Crawford, Hinson and Mary Ann, and all others
which she may hereafter have, or which she now
hath, and I direct my executor to pay to the said
Sally if living, or to her Children if she be not
living, within sixty days after my death, the
sum of three hundred dollars, for the purpose
of enabling her and her Children to emigrate
or to use in any manner she or they may
choose, and if it be possible I hope my said
Executor will pay the said sum of three hundred
dollars within the sixty days. I also give to the
said Sally one rumble cart and one horse to
be purchased by my executor, but not to cost
more than seventy dollars, or less than fifty
dollars. And I authorize my executor to sell
and dispose of, to the best advantage, whenever
he may choose, all my estate other than the
aforesaid Slaves, both real & personal, and to lend
out the proceeds thereof upon good security, or to
purchase other property in lieu thereof, or to
purchase bank stock, or to dispose of the
same as he may think best for my estate.
I give and bequeath unto my grand son George Washington
Carroll the whole of my estate except that heretofore
disposed of by this will, upon the condition following,
and some other, that is to say, That he do not marry
until he arrives to the age of twenty one years.

J. H. Hardy's est.

with $\frac{3}{4}$ ^{less} settlement.

A. Attman's Cr.

Care of

in $\frac{3}{4}$ ^{less} settlement.

Attman's

Expt. filed with bill

By this sum on Braswell's bond in House	42 20
By cash on Braswell's due bill do.	1 50
By cash on A. Atkinson's bond for hire in 1832	35 00
By cash Jos. Sullivan's bond for hire of Mary 1832	40 00
By cash Frank Whitley's do for do of Tucker 1832	35 00
By cash Lucy Holloway's do for do of — 1832	12 00
By cash Nathl. Hamilton's do for hire in 1832	12 00
By sales of chattel estate which will be due 1st April 1833	999 00
By bal. of Mrs. Edwards on acct. for rent. of 1831	10 00
	<u>\$991 70</u>

Commissioner's office, Smithfield April 1st. 1833
 Archibald Atkinson Executor of Thomas H. Hardy decd.
 laid before me papers and evidence relative to his transactions
 relative to the estate of ~~the estate~~ of the said Thomas H.
 Hardy decd. which papers and evidence I have carefully
 examined and stated ^{thereby} the sum of nine thousand three
 hundred and seven dollars and eighty nine cents
 due from the said Archibald Atkinson (the Executor)
 to the estate of the said Thomas H. Hardy, which is
 respectfully submitted to the Court.
 Barth. Lightfoot Comr.

At a Court held for the County of Wright County 1st. July 1833
 the foregoing account current was returned by Commissioner
 Lightfoot and together with his report ordered to lie for
 exceptions, and at another Court held for the said County
 on the 7th. day of October 1833, the said account having
 laid for more than two months and no exception filed
 thereto, the same is confirmed & ordered to be recorded
 Teste

Nathl. Young Ck. J. W. C.

A Copy

Teste

James H. Boykins S. C.

The Estate of Thomas H. Hardy
In account with A. J. Atkinson, Executor.

1832			
Sept. 16	To cash paid a/c. vs. testator for chickens	2	00
" "	" " for shoe thread to make shoes	37	
" "	" paid postage on letter from Philadelphia	18	
" "	" do on letter directing papers to stop	13	
Oct. 5	" " for leather for shoes for negroes	4	38
" "	" " Jordan Pass about the same	1	50
8	" " taxes & tickets to the Sheriff & his wife	19	23
" "	" " appraisers	4	00
" "	" this sum lost in counterfeit money found in house & credited	1	00
15	" paid Dr. Warren's acct. vs. testator	8	00
" "	" " for testator's coffin	15	00
27	" " Dr. Warren's medl. acct. vs. testator	20	12
Nov. 10	" " J. R. Wilson & Co. for negro clothing	10	00
" "	" " for blankets for negroes	10	00
Decr.	" " Lucy Holloway for mending	1	75
" "	" " Folk his acct. vs. testator	4	00
" "	" 5 for cent bond. on Decr.	495	55
1833			
Apr. 1	" this sum for making up this a/c.	2	00
" "	" Balance due the estate for Contra	9311	89
		<u>\$9911</u>	<u>10</u>
1832			
Sept. 18	By amt. silver in the house	924	88
" "	" Bank notes found in the house	46	20
Oct. 1	" Cash on Wm. Atkinson's bond found in the house	465	96
8	" bal. of exps. of Shff. J. O. Wright & Clarke	9	13
" "	" this sum of Henry Jones bond found in the house & same		
	30th. March 1832, Int. on \$552 deducted	244	18
" "	" 8 yds. cotton kept, not wanted for the negroes		64
" "	" Amt. of sale of time in neck to Thos. & Ripley for } which his bonds are taken }	2400	00
Decr. 9	" Cash on Jonathan Woods bond in House	10	65
" "	" Amt Benjamin Chapman's acc. etc	8724	31

(No. 2. 24?)

J. H. Hardy's est.

with $\frac{1}{2}$ ^{loo.}
y. Sullivan.

A. Atkinson Esq.

Carroll

vs. $\frac{1}{2}$ Chy.

Atkinson

Ex. fil. & with bill

x

x

Old Charlotte for actuals & debts to Charles Mann
 Dec. 31 By Interest on \$9311.88 from April 1st. 1833
 to this day, 1 year & 9 months
 By this sum of Tyner bal. of rent

		977	73
	4	00	
\$9551	38	977	73

Due the estate in Principal \$9412.11
 Plus do of Interest 977.73
\$10389.84

Spurthfield, Saff. Wight, County, April 11th. 1835

Pursuant to an order of the Court of said County I have made up
 an additional account of Archibald Atkinson's transactions
 with the estate of Thomas H. Hardy, from papers and evidence laid
 before me, and find that the said Archibald Atkinson is indebted
 to the estate of the said Thomas H. Hardy the sum of two thousand
 three hundred and eighty nine dollars and eighty four
 cents, with interest on nine thousand, four hundred and
 twelve dollars and eleven cents from the 31st. day of
 December 1834 till paid. Which is submitted to the Court.

(Barth. Lightfoot Comr.)

At a Court held for Saff. Wight County the 4th day of May 1835
 the foregoing account current was returned by Commissioner Light-
 foot with the report thereon endorsed and ordered to lie for
 exceptions. And at another Court held for the said County
 the 3rd day of August 1835, the said account and
 Commissioner's report having been returned for more
 than two months and no exception being filed there to
 the same are confirmed and ordered to be recorded

Teste

Nathl. Young clk.

A Copy

Teste Saml. H. Boykin S.C.

The Estate of Thomas H. Hardy decd.
In account with Archibald T. Kinross Executor.

1834					
Jan. 1	To this sum for maintaining woman Estia & 4 children				
	all the year & the 5th child part of the year	45	00		
	" paid postage of the letters about the estate		19		
	" " for publication in newspapers as to debts		34		
	" " Clerk's tickets	12	58		
	" " Dr. Guthrie for services to slaves	22	50		
	" " Midwife fee for woman M. Isaac	2	00		
" 9	" J. R. Wilson & Co. for negro clothing	4	56		
	" " midwife fee for woman Estia	2	00		
	" " for blanket for negro baby	1	50		
July	" " for blanket flannel &c. for negro Lin down with Rheumatism	4	26		
	" this sum for maintaining by Lin affected with Rheumatism	20	00		
	" paid for medicine for boy Solomon		25		
	" the sum for cloth &c. for making cloths for Lin	1	00		
	" paid H. W. Bidderd & Co. acct.	5	00		
Oct. 31	" paid Charles W. Kinross for maintaining woman				
	to maintain this year	10	00		
	" for out Court m. of 245.50 receipts	12	27		
	" the sum for making up this acct.	1	00		
	" Balance due the estate pr. Contra	94	12	11	94 12 11
		94	57	38	94 57 38
1834					
Jan. 1	By this sum bal. due on former settlement made 1st April 1833	93	11	85	
	By this sum for hire of Anselm last year	12	00		
	By this sum for hire of Tom	3	50		
	By this sum for hire of Solomon	45	00		
	By this sum for hire of Lin	15	00		
	By this sum for hire of Minerva	15	00		
	By this sum for hire of Henry	18	00		
	By this sum for hire of Tucker	37	50		
	By this sum for hire of Larry	40	00		
	By this sum of Tyne for Rent	6	50		

No. 8. Exp.
T. H. Hardy's est.

with $\frac{1}{2}$ ^{Co.} Sullivant

A. Atkins's exp.

Candle

in $\frac{1}{2}$ Ck.

Atkins

left. paid with bill

34	May 4 To paid clerk's tickets	1 00		
June 3	" " Dr. Southall to vaccinate 2 negroes	2 00		
" "	" " R. W. Bidgood for negro clothing	5 56	S	
400.10	" " Dr. Geo. R. Pindie medl. bill to slaves	8 25		
" "	" " for shoes for Anselmus	1 28		
" "	" " Dr. Southall medl. acct for slaves	5 75	should be	
" "	" " for keeping Letitia & children this year	4 00	- 10 00	
" "	" " for keeping old Charlotte	10 00		
31	" 5 pr. cent com. on \$310.50 Repts.	15 52		
"	" paid for making up this acct.	1 50		57 86
"	" Balance due the estate pr. Contra	95 51 80	1927 53	
"	" due the estate in print. \$9551.80	\$9606 66	\$1927 53	
"	" due in Int. 1927.53			
1836	" = 11419.33			
Dec. 31	By balance due April 11th. 1836	9296 16	1532 45	
"	By hire of Tom this year	50 00		
"	By hire of Solomon "	55 00		
"	By hire of Tucker "	50 00		
"	By hire of Minerva "	20 00		
"	By hire of Anselmus "	27 50		
"	By hire of Lacy "	55 00		
"	By hire of Charlotte "	10 00		
"	By hire of City Ann "	5 00		
"	By hire of John "	38 00		
"	Sum with Rheumatism for victuals & clothes			
"	By Int. on \$7296.16 from April 11th.			
"	" 1836 to this day		395 08	
"	It comes up \$9510.00 - sum of 110.	\$9606 66	\$1927 53	

Smithfield, March 3rd. 1837

Pursuant to the annexed order of the Court of Isle of Wight County, I have examined, stated and settled an additional account of Arch^d. Atkinson's transactions on the estate of Thomas M. Hardy. By dect. from papers and other evidence before me and find the said Arch^d. Atkinson indebted to the estate of the said Thomas M. Hardy the sum of Eleven thousand four hundred and seventy nine dollars and thirty three cents

with Interest on nine thousand five hundred and fifty one dollars and eighty one cent part thereof from the first day of January one thousand eight hundred and thirty seven, which is submitted to the Court.

Part 6: Lightfoot Case?

At a Court held for Isle of Wight County the 5th. day of March 1837 the foregoing additional account current of T. H. Hardy was reported to Court and, to be for exceptions, and at another Court held for the said County the 1st. day of May 1837, the same having been returned for more than two months, and no exceptions filed thereto was confirmed by the Court and ordered to be recorded.

Teste

John Young & Co. M.C.

A Cope

Teste

Saml. H. Royster S.C.

The Estate of Thomas H. Hardy dead.

In an additional account with Arch^d. Atkinson Sec^y.

1835									
Apr.	To paid James B. Southall med ^l serv ^{ce}								
	for services to Simon last year	22	93						
	" paid for negro clothing	5	23						
June 23	" " Dr. T. H. Southall for drawing teeth for Solomon	2	00						
Aug. 13	" " Geo. Q. F. Andrews for medicine for John	1	07						
" 14	" " Dr. Southall for medicine	50							
"	" " Clerk's tickets	91							
Nov 5	" " for 1 yd flannel for Sim with Rheumatism	3	00						
"	" " tapes	1	24						
Dec 2	" " Clerk's tickets	1	00						
"	" " for coffee & buying Lettins chica	1	50						
24	" " for blanket for Solomon	1	25						
"	" " for flannel for servants	3	00						
1836									
Jan 1	" " expenses of Lettins & 4 children last year	40	00						
"	" " for keeping old Charlotte last year	7	00						
"	" " for med ^l services to Sim	10	00						
Apr. 11	" 5 pr. cent Com ^l on \$306.50 Repts.	15	32						
	" Balance due the estate fr ^m Contra	9296	16	1532	45				
	+ bal owed to \$9502.65 error of \$306.52	9412	11						
1835									
Apr. 11	By this sum bal. due on settlement made this day	9412	11	977	73				
.20	By this sum for sale of old Harry	20	00						
1836									
Jan 1	By hire of Tom last year	50	00						
	By hire of Tucker "	50	00						
	By hire of " "	20	00						
	By hire of John "	30	00						
	By hire of Solomon "	55	00						
	By hire of Davy "	50	00						
	By hire of Anselm "	22	50						
	" hire of Charlotte "	9	00						
	Sim with Rheumatism for victuals & clothes								
Apr. 11	By Lett on \$9412.11 one year			564	72				
	Simon, in settling let on entire price paid from								
	12 Aug 1836 till 11 Apr 1836								
		9718							
		\$9711	61	1532	45				

J. H. Hardy's cat.

with $\frac{3}{4}$ ^{cc.} Settlement.

A. Altman's exp.

Carroll

m. $\frac{3}{4}$ cty.

Altman

Robert & D. with bill

Decr.	To paid House rent for old Charlotte	10 00	57 87	41 79
"	" " Morrison & Will act:	2 44	100 66	
"	" " St. Southall mudl. act:	4 25		
"	" " St. T. N. Southall do. do.	2 25		
"	" 5 for cent com. on \$17. 00 Repts.	20 85		
"	" This sum for making up this acct:	2 00		
"	" balance due the estate for. Contra	10207 09	3093 47	
		\$10307 75	\$3093 47	

828				
Aug. 1	By this sum balance due last year	9890 75	2508 63	
Decr. 31	By the sum for hire of Solomon chispen	60 00		
	By this sum for hire of Dany "	60 00		
	By hire of Tom \$55. By hire of Tucker \$55.	110 00		
	By hire of Lira \$25. By hire of John \$65.	90 00		
	By hire of Unsalung & Co. By hire of Minna school \$10	60 00		
	By hire of Charlotte \$25. By hire of William \$12.	37 00		
	By Int. on \$9880. 75 one year		592 84	
		\$10307 75	\$3093 47	

Due the est. of principal \$10207. 09
 do do of Interest 3093. 47
13300. 56 Decr. 31st. 1838.

Sole of Wight County February 22nd. 1839
 Pursuant to an order of the Court of said County I have examined
 stated and settled an account of Archibald Atkinson's transactions
 on the estate of Thomas H. Hardy decd. for the years 1837 & 1838
 from papers and other evidence laid before me, Hence that the
 said Archibald Atkinson executor as aforesaid on the 31st. of
 December 1838 was indebted to the estate of the said Thomas
 H. Hardy decd. the sum of Thirteen Thousand three hundred
 dollars and fifty six cents, with interest on ten thousand
 two hundred and seven dollars and nine cents part
 thereof from the said 31st. December 1838 till paid.
 Which is respectfully submitted to the Court.
 Barth. Lightfoot Comr.

At a Court held for Sole of Wight County the 4th. day of
 March 1839 the foregoing account current of Thomas H. Hardy's
 estate with the report thereon was returned & examined & ordered
 to lie for exceptions: And on the 6th. day of May 1839 the said
 account and report having been returned for two months
 and no exception filed thereon was confirmed by the
 Court and ordered to be recorded.

Date
 Nathl. Young Esqr.
 & Esqr.
 Date
 Saml. S. Popham Esq.

The Estate of Thomas H. Hardy decd.

In additional account with Archibald Atkinson, Executor.

1837					
Mar.	To paid Richd. M. Biggs act:	4	16		
"	" " Immeriger for cloths for John	4	57		
"	" " White & Hickman for flannel & blankets	4	44		
July 3	" " Clerk of Supr. Court tickets	2	48		
Sept.	" " for medicine for Tom		50		
Nov. 29	" " for cloths for Charlotte & blanket for Lucretia	3	07		
" 30	" " for hat for Solomon 15¢ shoes 2/3	3	88		
" 31	" " for keeping old Charlotte & 10. expenses for her children	12	50		
"	" 5 pr. cent. com. on \$393.25 acct.	19	71	55	31
"	" balance due the estate pr. Court	98	70	75	25 00 63
	bal. shoud be \$9900.75 - over of \$10.	\$99	46	75	\$2500 63
1837					
Aug 11	By this sum bal. due 31st Decr. 1836 pr. acct. reported to Court	95	57	81	1927 53
Dec. 31	By this sum for hire of Solomon this year	60	00		
"	" " By hire of Day \$60. hire of Tom \$55.	115	00		
"	" " By hire of Tucker \$53. hire of Lucretia \$40	93	00		
"	" " By hire of John \$50. hire of Minerva \$25	75	00		
"	" " By hire of Charlotte \$15. hire of Elizabeth \$9.25	24	25		
"	" " By hire of Lin \$25. affixed with summation	25	00		
"	By Int. on \$9557.81 one year	87	11	25	573 10
		\$99	46	75	2500 63
1838					
Aug 14	To paid Dr. J. D. Smithall for med. service to Solomon	1	75		
"	" " for corn for Lishie & children \$12.	12	00		
"	" " ditto for old Charlotte \$8	8	00		
"	" " for Molasses for Lishie		75		
July 27	" " Dr. Purdie for med. service on negroes	12	62		
Apr. 25	" " Dr. Graves do	1	50		
"	" " Hannah & sons midwife fee to Minerva	2	00		
"	" " for medicine for Lino		25		
Decr.	" this sum for house rent for Lishie & children	20	00	58	87

No. 5. 25/2

J. H. Hardy's est.
with ^{Co.} $\frac{1}{2}$ Settlement

A. Attenuated Eyes

error in this account
of charging \$1000 - for
the State Works with
a going account
for the same.

Canada $\frac{1}{2}$ by

Attenuated

Settlement with base

X

V.

err.

1839

Aug:	By this sum bal. due the estate for settlement at court.	10207	09	3093	47
Dec. 31	By this sum for hire of Solomon this year	65	00		
	By this sum for hire of City Run "	20	00		
	By " " " of Lott "	30	00		
	By " " " of John "	75	00		
	By " " " of Tucker "	62	50		
	By " " " of Lacy "	62	50		
	By " " " of Anselm "	55	00		
	By " " " of Tom "	60	00		
	By Int. on \$10207. 09 one year	430	00	612	43

Note. Sum in full & expensive \$10637 09 \$3705 89

Lisbig & children expensive
 Old Charlotte expensive
 Minerva & child for actuals & clothes
 Lott was hired for \$30. The hire not
 to furnish her with her clothing
 therefore now furnished by executor.

Dec. 31. 1839 due the estate of principal 7414 13
 do of interest 3705 89

In the Court of Wight County January 1st. 1840. \$13181 02.

Pursuant to an order of the Court of said County, I have
 examined, stated and settled an account of Archibald Atkinson
 son's transaction on the estate of Thomas H. Hardy dead
 for the year 1839 from which said son we are due
 that the said Archibald Atkinson is indebted to the estate
 of the said Thomas H. Hardy, the sum of fifteen thousand
 one hundred and eighty dollars and two cents, with
 interest on nine thousand four hundred and seventy four
 and thirteen cents from the 1st of January 1840. The son
 has purchased state stock which is carrying interest at the
 rate of six per centum per annum for the benefit of the
 Testator's Estate. All of which is submitted to the Court.

Perth: Lightfoot Court.

In the Court of Wight County April 6th. 1840. This account with
 the Commissioner's report, was returned and filed for exceptions,
 and on the first day of June following two months

having elapsed and no exception filed the said account
 was confirmed and ordered to be recorded.

Teste

(N. Young)

At Copy

Teste

Isaac H. Boykin S.C.

The Estate of Thomas B. Hardy decd.

In an additional account with One H. Atkinson Executor.

1839				
Febry:	To paid for flannel for Linan infirm negro	1	25	
Mar	" " for shoes for Lotty & Anselm	2	50	
Apr. 29	" " for an extra suit of clothes for Anselm	3	00	
"	" " for medicine for boy Tom		35	
"	" " for bandages for Linn		25	
May 6	" " White & Dickson for clo. tw for Lott	2	15	
June 20	" " Midwife fee to Lishia	2	00	
"	" " for medicine for Linn		35	
"	" " for cloths for Lotty &c.	2	75	
July	" " Clerk of Sol. of Wight ticket	4	90	
"	" " Sheriff taxes	6	24	
"	" " for extra shoes for Linn		88	
Sept.	" " for medicine for Solomon & Minerva		75	
18	" " for shoes for Lotty	1	25	
22	" " James Chalmer's acct.	1	38	
"	" " for medicine for Lishia & children		75	
Octo.	" " Midwife's fee to Minerva	2	00	
"	" " for clothing for Minerva's child born this mo.	1	25	
"	" " for medicine for Minerva		30	
Nov.	" " for clothes for Lotty	1	91	
"	" " for shoes for woman	1	25	
"	" " for 2 blanket for Lishia & children	2	50	
Decr. 31	" " for supporting old woman Charlotte	10	00	
"	" " James Dr. Southall medl. bill	12	43	
"	" " Medl. bill for Minerva & child	2	25	
"	" " for Queen & corn for Lishia & 3 children	15	68	
"	" this sum for dues rent & fuel for do.	20	00	
"	" this sum sum for supporting Linn	35	00	
"	" this sum paid for 5 pr. Ct. stock	1000	00	
"	" 5 pr. Cent Com. on \$430. Reels.	21	50	
"	" this sum for making up this acct.	2	50	
"	" Balance due the Estate for. Contra	9474	15	3705 89
		\$1063	13	\$3705 09

Dec. 31 By Sub. m \$9474.13 one year

368 47

\$9975 12 \$1274 33

Due the Est. of principal \$7855.57

do. of Sub. 4274.33

\$14129.84

Smithfield December 31st. 1840

Pursuant to an order of the Court of Seely Wright County made at December Court 1840 I have made up an additional account of Arch^d. Atkinson's transactions on the estate of Thomas H. Hardy decd. from vouchers and other evidence before me and find that the said Archibald Atkinson is indebted to the Estate of the said Thomas H. Hardy decd. the sum of fourteen thousand one hundred and twenty nine dollars and eighty four cents with interest on nine thousand eight hundred and fifty five dollars and fifty one cents part thereof till paid. It was further in evidence before your Commissioner that in addition to the aforementioned and first named sum the said Arch^d. Atkinson Executor of said Hardy, has in his hands belonging to the estate of the said Hardy, ten shares of state stock estimated at one thousand dollars, the interest of which has been received by the said Atkinson up to July 1840. I accounted for by him in within account. All of which is returned to the Court.

Barth. Lightfoot Comr.

In Seely Wright County ^{Ind} January 4th. 1841 the foregoing account with the Commissioner's report thereon was returned filed for exceptions, and on the first day of March following two months having elapsed and no exception filed, the said account was confirmed & ordered to be recorded.

Teste J. Young. C.E.

A Copy - Teste

Sam^l. H. Boykin S.C.

The Estate of Thomas H. Hardy deceased.

In additional account with Thos. & Robt. Robinson Executors.

1840

Feb.	To paid for extra shoes for Lotty, City and Minerva	4	50		
Apr. 1	" paid clerk's tickets \$1.35, do \$1.98 shoes for Solomon \$1.35	4	74		
May 21	" " W. D. Gordon for cloths for Lotty	2	00		
" 28	" " for medicine for Tom \$6 3/4		63		
July 11	" " Mrs. Cooper (midwife) for Lishia	2	00		
" 26	" " for shoes for Ansalton \$1.38	1	38		
Sept.	" " for medicine for Tom	1	50		
Octo	" " for Rice &c. for sick girl City Ann while sick at Pitmans		50		
Novr	" " for shoes for Lotty, 1.25 & for pack for do 1.15	2	38		
"	" " tax on negroes Lishia and Jim	2	94		
Decr.	" " Midwife fee to girl City Ann	2	00		
"	" " for medicine for Minerva & child		75		
" 31	" this sum for maintaining woman Lishia & 3 children one of them subject to fits	35	00		
"	" this sum for maintaining Jim afflicted with Rheumatism	30	00		
"	" paid for flannel shirt for Solomon 75 c		75		
"	" " for pack for Lotty \$1		1 00		
"	" \$ for Court Court on \$500. Bonds.	25	00		
"	" this sum for making up this acct.	2	38		
"	" Balance due the Estate	98	55	51	
		\$99	75	13	\$42 74 33

1840

Aug. 1	By this sum bal. due 31st Decr. 1839	94	74	13	3705 89
Dec. 31	By this sum for hire of doer this year	70	00		
	By hire of Tucker do	70	00		
	By hire of John \$80. By hire of Ansalton \$50	130	00		
	By hire of City Ann to Pitman	25	00		
	By hire of Lotty the exor to find her cloths	31	00		
	By hire of Solomon \$75. hire of Tom \$20	145	00		
	By this sum Recd. as set on state scrip up to July 1st. 1840	30	00		
		561	74	13	

(No. 7. 842)

with } Co. Sellers.

18. Altman Expr.

Barrell

no. 1/2 Chy.

Atkinson

Oct. 1. Sunday with Lee

X

* error of 230

Int. on state Bond -

Decr 31 Minors & children for rictals & clothes
By Interest or \$48.55.51 One year

			371	33
\$103.55	51	\$41.65	44	

Sole of Wright County, Barth: Lightfoot Const. in the settlement
of the foregoing account made oath before me according
to law, Given under my hand this 31st of Decr. 1841
E. Morrison J.P.

Sole of Wright County Decr. 2nd. 1841
Pursuant to the sumis order of the Court of said County, I have
(after being sworn according to law) made up an additional
account of Archibald Atkinson's transactions on the estate
of Thomas H. Hardy decd. from such has laid before me,
and find the said Archibald Atkinson indebted to the estate
of the said Thomas H. Hardy the sum of fifteen thousand
and sixty two dollars and eighty cents with interest on
Ten thousand and one hundred and ninety eight dollars
and seventy three cents till paid, all of which is
submitted to the Court.

Barth: Lightfoot Const.

In Sole of Wright County Court January Term 1842, This account
was returned to Court examined and filed for exceptions.
And in same Court, the 7th. day of March following the
same having been filed for more than two terms and
no exception filed thereto was confirmed & ordered to be recorded
Teste

(N. P. Young Clerk.

A Copy

Teste

John C. H. Boykin J.P.

Dr. The Estate of Thomas St. Hardy decd.

In an additional account with Dr. P. P. Johnson Executor.

1841

Aug: 1	To paid A. B. Mann for keeping Charlotte last year	10	00		
Mar. 30	" " Wm. St. Jordan for blankets for Minnie Schuller	3	33		
"	" " Midwife fee	2	00		
Apr. 24	" " for extra shoes for Lotty	1	00		
June 3	" " Mrs. Davis for doctoring Linn's leg	1	00		
"	" " for medicine for Linn		19		
23	" " Dr. J. H. Southall medl. acct.	7	00		
"	" " for shoes for Lotty		75		
July 6	" " Dr. J. H. Southall medl. acct.	12	85		
Aug: 4	" " for medicine for Lotty		50		
"	" " Dr. J. H. Southall medl. acct.	1	25		
28	" " for medicine for children		63		
Sept. 23	" " Sheriff taxes	3	36		
"	" " for shoes for servant	1	13		
"	" " Dr. J. H. Southall medl. acct.	3	88		
Octo:	" " Dr. John R. Purdie	14	63		
"	" " Dr. J. H. Southall	1	25		
Dec: 31	" this sum for keeping old Charlotte this year	10	00		
"	" paid for keeping Lishia Schuller "	30	00		
"	" " for keeping Linn diseased	25	00		
"	" 5 per cent comm. on \$500. paid.	25	00		
"	" this sum for making up this acct:	2	50		
1841	" Balance due the estate for Conting.	101	98	23	4865 88
		\$10355	51	\$4865 88	

1841

Aug: 1	By this sum bal. due last year	98	55	51	4274 33
Dec: 10	By this sum as Vms. instruct in state bond to Aug 1841	30	00		
31	By hire of Solomon this year	75	00		
	By hire of " "	70	00		
	By hire of Tucker & Co. for hire of John \$80.	158	00		
	By hire of " " for hire of Lotty \$30.	95	00		
T	By hire of " " for hire of Ann \$15.	88	00		

In the County Court of Shropshire Jan. 5th 1843 this was argued
for execution, in the same Court August term - 1843 the same
having been filed & no motion, & no execution filed & there was
no further order to be recorded.

Test W. P. Younger.
A copy. Test W. P. Younger.

Ms. A. 9. 8
of Thomas H. Hardy's Esq.
with
William.
and O. Atkinson Esq.

James
W. Hardy
Atkinson
Test. J. Hardy

X

1843

May	To This sum for keeping Minors & 3 children &	40 00
"	" " for keeping Sisley & 4 children	40 00
"	" " for keeping Jim, inferior,	15 00
"	" paid Coyer for keeping negro	1 50
"	" " for medicine & for bleeding Solomon	75
"	" This sum for keeping La Charlotte	10 00
"	" " " " Sisley & 3 children.	
"	" omitted in last year acct.	30 00
"	" 5 Yrs. Int. on \$327.50 here	16 37
"	" This sum to pay Clerk for order for	
"	" Settlement Tuesday this acct.	2 50
"	" This sum for making up this acct.	3 00
"	" This sum paid George W. Carr. to the legatee	
"	" in the will of Hardy of principal	10811 48
"	" paid debt of Interest	5690 26
		<u>\$16660 86</u>

1843
 May 1. By This sum balance due last year \$10643 10 5477 40

May 1	" This sum for hire of Lord for 1843 due 1. May 1843	3	50 00
	" to J. C. Jordan	3	
"	" hire of Amalia to A. Atkinson for 1843		47 00
"	" " " Dary " Do. W. Gibbs "		47 50
"	" " " Solomon " A. Atkinson "		47 00
"	" " " John " Do. M. Boykin "		55 50
"	" " " Tucker " J. B. Wilson "		65 50
"	" " " City Am. " J. H. Cutchin "		15 00

Negro Lotty was hired out by Gray Canale god.
 of Geo. W. Carroll by consent of Atkinson & for
 of J. H. Hardy, the bond retained by said god. for
 the benefit of Geo. W. Carroll

By interest on \$10643.10 from Jan 1. to May 1. 1843 212.86

Acct. of Int. lost for.

\$10970 60 5690 26
5690 26
\$16660 86

Isle of Wight County, May 4th. 1843.

Pursuant to the annexed order of the Court of said County I have examined, stated and settled an additional & final account of Archibald Atkinson, transactions on the estate of Thomas H. Hardy dec'd. from vouchers and other evidence laid before me, in presence of George W. Canell the legatee in the will of said Hardy, and find that, on the first day of the present month, May 1843, the said Archibald Atkinson was indebted to the estate of said Thomas H. Hardy dec'd. the sum of sixteen thousand six hundred and fifty dollars and eighty six cents, interest and principal, including the hire of negroes of the present year. which sum of money was in the presence of your—paid by the said Archibald Atkinson to the said Geo. W. Carroll. The said Atkinson paid & delivered over to the said Geo. W. Carroll a State Bond of \$1000.

All of which is submitted to the court.

Wm. Lightfoot Comr.

Dr. The Estate of Thomas H. Hardy decd.

In additional account with Archibald Atkinson Esq.

1842

Jan.	Is paid for flannel & medicine for Minerva child and for medicine in Dec. last not eleg ^d	3/ 1 13
Feb.	" paid for flannel for woman & child	2 58
Apr.	" " for shoes for Lotty	1 25
"	" Geo. A. F. Andrews for bleeding Jim	50
May	" " Midwife fee	2 00
	" This sum deducted from the hire of City and for last year, she having proved to be sick when hired to Jas. Davis	1 00
June 23	" paid bill of Isle of Wight tickets	6 29
Aug.	" " for fish for servant	1 00
"	" " for bottle of oil for Sisley & child	1 62
" 25	" " Dr. J. R. Purdie meal. bill	2 00
Dec. 25	" " for blanket for Minerva	1 00
"	" " clothes for City Ann child	63
" 31	" This sum for keeping at Charlotte	10 00
"	" " " " Minerva & child	30 00
"	" " " " Jim (<u>unborn</u>)	25 00
"	" 5 pr. Cent Com ^d on \$557. 75 receipts	27 88
"	" " Balance due the estate pr. Com ^d	10643 10 5477 40
		\$10755 98 5477 40

1842

Cr.

Jan. 1.	By this sum balance due last year	\$10198 23 4865 51
Dec. 31	" " Sum for hire of Tom \$70. Ausalind \$71.	141 00
"	" " " " " " Dany 60. Solomon 75.	135 00
"	" " " " " " John 80. Lucker 70.	150 00
"	" " " " " " Lotty 23.75- City Ann 18.	41 75
"	" " " " " " for interest on State bond to Jan. 1842	30 00
"	" " " " " " on do. to Jan. 1843	00 00
"	" " " " " " Interest on \$10198. 23 ann year	611 89
		\$10755 98 5477 40

Arch? Atkinson
to release.

Geo. W. Carroll

Carroll

58.

Atkinson

Copy of release from G. W.
Carroll to A. Atkinson -

May 16th. 1853. filed by
deputy. Atkinson

Fee for copy paid
W. P. Morrey

doth for the sum of Two Thousand dollars by the said Carroll
to the said Atkinson paid before the sealing & delivery of this deed
(the receipt whereof is hereby admitted) he the said Atkinson for
himself and his heirs does hereby bargain, sell, convey, and release
to the said George W. Carroll this heirs forever all right, title, claim
interest or demand in law or equity, to all the estate which the
said George W. Carroll acquired under the Will of the said Thos.
H. Hardy, subject to the conditions and restrictions in the said
Will named - And the said Atkinson for himself & his heirs,
does hereby agree that neither he or any of his heirs or legal repre-
=sentatives, shall claim, demand or receive any part of the said
estate, so acquired by said George W. Carroll under the Will of said
Hardy, in the event the said Carroll shall die without a child
living at his death; And that so far as the said Arch^d Atkinson
and his heirs are concerned, neither he or they shall sue for or
recover of any adm^r. exor. or heir of said George W. Carroll any
part of said estate, if he die without issue living at his death,
and he the said Carroll is to hold the said property consisting of the
Slaves, Money, and Bonds which he rec^d. of said Hardy? exor.
without any claim or demand to be set up by said Atkinson
or his heirs, or exor. or admor. - the said George W. Carroll is to
be at liberty to sell or dispose of the said estate in any way
he may choose by Will, deed or any other manner - the said
Atkinson hereby releasing for himself & his heirs, all interest
in possession, remainder or reversion, ~~reversion~~ or
contingent, to the said George W. Carroll, against him the
said Arch^d Atkinson his heirs & assigns forever In testimony
whereof the said Atkinson sets his hand & seal this 20th
June 1844

Witness
N. P. Young.

Arch^d Atkinson. 

In the Clerk's office of Independence County Court July 22^d 1844
the foregoing deed was proved by the oath of N. P. Young
& continued August 5th 1844 the same was acknowledged
by Arch^d Atkinson and admitted to record

Liste.

N. P. Young. cc

A Copy.

N. P. Young.

Whereas Thomas H. Hardy, by his will dated the 25th Dec^r 1824 and admitted to record in the County Court of Seaford the 18th of October 1832, the testator devised and bequeathed unto his grand son George Washington Carroll, the whole of his estate, except some part therein particularly excepted, upon the following conditions &c one other, that is to say, that he do not marry before he arrives to the age of twenty one years, or that he do not die before he arrives to the age of twenty one years, or that he do not die at any period without a child living at his death, but it is to be expressly understood that, if the said George W. Carroll my grand son shall either marry before he arrives to the age of twenty one years, or die at any time without leaving a child living at his death, then and in either of the said events, I give the estate of which I may die possessed (save the negroes situated) to my friend Arch^d. Atkinson, to him and his heirs forever And whereas the said George W. Carroll has some time since (to wit, in February 1843) arrived to the age of twenty one years, and has received from the executor of the said Thomas H. Hardy, to wit, Archibald Atkinson money, bonds and slaves of the estate aforesaid under said will estimated to be worth twenty thousand dollars, And whereas it is uncertain whether the said George W. Carroll will marry and leave a child living at his death, or whether the said estate may ever so rest or descend to the said Arch^d. Atkinson or to his heirs, executors or administrators at any time, and whereas the said George W. Carroll is anxious to make some arrangement whereby all interest of the said Atkinson & his heirs &c. whether vested or contingent in said estate, may be surrendered, so as to make the estate, the absolute & unconditional and unqualified property of the said Geo. W. Carroll, Now therefore, with the consent of the said Geo. W. Carroll and the said Arch^d. Atkinson be the said Atkinson in order to convey to the said Carroll all his interest vested or contingent in the estate bequeathed by Thomas H. Hardy to his grand son, said Geo. W. Carroll, so as to make the estate the absolute property of the said Geo. W. Carroll. unconditionally

Carroll

vs. { Bond of debt,
 { under decree of
 May term 1834

Attest

Executed & filed 22^d.

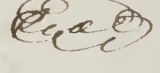
July 1834.

A. P. Sawyer.

Know all men by these presents, that we Arch.^d
Atkinson and Charles W. Hayden are both and
firmly bound unto George W. Carroll, his heirs
assigns, ~~the~~ the sum of four thousand dollars,
to the payment whereof well and truly to be made
to the said George W. Carroll, we bind ourselves
& each of us, our and each of our heirs, executors
and administrators, jointly and severally, firmly by
these presents, sealed with our seals and dated
this 22nd day of July 1854.

The condition of the above obligation is such, that
Whereas on the 18th day of May 1854, in the Circuit
Court of Isle of Wight County, in the Cause of George
W. Carroll plaintiff against Arch.^d Atkinson for
of Thomas W. Hardy, dec'd. defendant, pending on
the Chancery side of said Court, The Court
decreed that the said plaintiff George W. Carroll
recover against the defendant Arch.^d Atkinson
the sum of two thousand eight hundred
and eighty five dollars and fifteen cents, with
interest on one thousand seven hundred &
seventy two dollars & twenty one cents, past
thereof, at the rate of six per cent per annum
from the 18th day of October 1853 till paid.
and that the plaintiff recover against the
said defendant his costs, about his suit
in this behalf expended. and whereas, it
was further ordered by said decree that execution
thereon should be suspended for ninety days
on the defendant's executing in the Clerk's
office before the Clerk of ~~this~~ Court, a bond
in the penalty of four thousand dollars,
with condition meeting the decree of said Court
and the intention of the defendant to pursue

a petition - And when, the said Arch^d. Atkinson
the plaintiff aforesaid, has declared his intention
to present such petition - Now if the said Arch^d.
Atkinson shall well and truly pay to the said
George W. Carroll all such damages, as the
said George W. Carroll may sustain by reason
of the said suppression, in case a superseding
to the said decree should not be allowed &
be effectual within the time specified then the
above obligation is to be void, or else to remain
in full force & virtue.

Signed sealed & acknowledged, arch^d. Atkinson 
in presence of } C. B. Hayden 
 }

as shall be awarded in case the said judgment
shall be affirmed, then the above obligation is to
be void, otherwise it is to remain in full force.

A Atkinson for C B Hayden *C.B.*

C B Hayden *C.B.*

Received
of
M. Atkinson and the
opening of the
Atkinson & Co. in
the year 1854

2885.15
\$5770.00

Shew all men by these presents, that we Archibald Atkinson and Charles B. Hayden, are held and firmly bound unto George W. Canoll in the sum of five thousand seven hundred and seventy dollars and thirty cents, to the payment whereof will and truly to be made to the said George W. Canoll, his executor, administrator or assigns, we bind ourselves each of us, our and each of our heirs, executor, administrator, jointly & severally firmly by these presents. Sealed with our seals & dated this 2nd day of October 1834.

The Condition of the above obligation is such that whereas the Clerk of the district Court of the first Judicial District of Virginia has issued a writ of Supersedeas in the name of the Commonwealth to the Sheriff of Isle of Wight County directed, commanding the said Sheriff that from all further proceedings on a decree pronounced by the Circuit Court for the County of Isle of Wight, on the 18th day of May 1834, in a suit in which George W. Canoll was plaintiff, and Archibald Atkinson (sometimes called executor of Thomas H. Hardy decd.) was defendant, he should altogether supersede, but on the said writ the said Clerk of the district Court has addressed that it "is not to be effectual until the petitioner shall enter into bond, with sufficient security, in the Clerk's office of the County Court of Isle of Wight, in the penalty of double the amount of the decree aforesaid conditioned as the law directs." Now if the said Archibald Atkinson, his executor or administrator, shall prosecute the said writ with effect, or shall well & truly pay the amount of the decree aforesaid of the said Circuit Court, and all such costs and damages