

1859-009 Chancery Causes : William B. Whitehead, for & c Vs Robert H. Whitfield, adm of Crawley
Isle of Wight County Finney & d

other surnames: [Davis, Nolen & Company]
Callicote, Veasey, Norfleet, Carpenter
[G. W. Carpenter & Company], Johnson
Nolen

other surnames: Walker,
Sutton, Bailey, Davis, Tynes,
Norfleet, Veasey, Meador Simpson,
Blackwell, [Simpson & Brother],
Bailey Veasey, Pruden, Kilby,
Bradshaw, [G. W. Carpenter &
Company], Carpenter, Ragland,
Wright, Finny, Darden, Paul,
[Wicks & Clements], Wicks, Clements,
Edwards, Gray, Bunting, Hall,
Dashield, [Wilmington Herald],
Wilson, Lippet, [Womble & Wilson],
Womble, [William A. Butler & Company],
Butler Phillips Stephenson,
Outland, Babb, White, Goodwin,
Pierce, [J. B. Crumpler & Brother],
Crumpler, Kitchen, McAlister,
Callicote, Marshall, Saunders,
Folk, Dashiehl, Pinner,
Bayley, Phillips, Goodwin, Nowlin,
McAllister [Davis, Nolin & Company],
Nolin, [Davis, Nowlin & Company]

trustee aforesaid may be decreed to be made - That
the amount received by said Whitfield or such
adm^r. arising from said Life Insurance may
be distributed to all the creditors of said dec^d,
and if not, that after paying the creditors
named in said Dec^d, that the surplus
and the proceeds of the Chatter estate and
all other assets may be applied to
the payment of the debts due your Com-
plainant & the other creditors of said
Deceased who may become parties hereto,
and that such further relief may
be granted as may be consistent with
Equity &c. And your Complainant will
ever pray &c.

John R. Kilby p. v.

Kilby
Com. D. Whitfield &c.
vs.
S. Rice &c.
vs.
D. H. Whitfield adm^r of
D. E. Manning &c.

set forth in said Deed; and by said Deed conveyed the following property, to wit: "all of his the said Jimney's life interest in & to the following negro slaves, viz. Nancy, the elder, & Nancy the younger, Joe, Aurelia, Charlotte & Minerva; also two Policies of life Insurance, the one for two thousand dollars, No. 5557, and the other for one thousand dollars No. 9525. both policies, being of the office of the Mutual benefit Life Insurance Company, Newark - New Jersey; with directions, that the said Whitfield should hire or cause to be hired out, the said negroes, and collect the said hires, and apply the same to the payment of the debts therein before mentioned pro-rata; and in the event of the death of said Jimney, to apply the said Policies or the avails thereof, as far as may be needed to the discharge of the said debts, named in said Deed." all of which will more fully appear by reference to a copy of said Deed filed herewith as part of this Bill, marked (D.).

Your Complainant Charges that after the death of said Jimney, the said Robert H. Whitfield, in his capacity of administrator of said Deceased, (and not as trustee under said Deed, received of the said Insurance Company the nett proceeds of the said two policies, which amounted to the sum of \$2620.08 as appears by statement filed herewith, marked (E.).

That the said Rob. H. Whitfield as trustee under said Deed hired out said slaves ~~from the date thereof Deed~~ ^{some time} from the 25th of ~~January~~ ^{in 1857} 1853, till said Jimney's death & is accountable for the same - Your Com-

plainant submits to the Court whether the said sum of \$2620.08, received by said Whitfield as administrator aforesaid, is not liable to be distributed generally, to the creditors of said Jimney, along with the sales of the Chattel estate of said Deceased, and not to the creditors named in said Deed - Your Complainant humbly prays that should the Court direct the said hires and the said sum of \$2620.08, to be paid to the creditors named in said Deed of Trust, that then all surplus arising from such sources and all the proceeds of the Chattel estate, debts due the deceased, and all other assets which have come or may come to the said Robert H. Whitfield's hands as such administrator may be paid & distributed to the general creditors of said Crawley Jimney deceased - Your Complainant prays that the said Robert H. Whitfield may be directed to render a statement & account of all such hires and money received from said Insurance, and also all other assets received by him, either under said Deed or as administrator aforesaid - ^{In consideration whereof, ~~and~~ ^{and as this Court has jurisdiction to do the end your}} Your Complainant prays that Robert H. Whitfield as administrator of Crawley Jimney dec^d, and as Trustee under the Deed aforesaid, and Edward Walker, Benjamin Sutton, John N. Bailey, Micajah Davis, Henry L. Lynes, James B. Mfleet, Wm B. Vane, J. C. Meador & J. E. Blackwell, may be made parties hereto and be required to answer the several allegations herein - That an account of the transactions of said Robert H. Whitfield as administrator aforesaid, and as

To the Hon: Richard N. Baker Judge of the
Circuit Court of the County of Isle of Wight,
Complaining, shew unto the Court, Your
Complainant William B. Whitehead <sup>for himself
and all other creditors of Cawley Finney dec'd who may make themselves parties
hereto on the several terms.</sup> your Complainant respectfully represents
and shew unto the Court, that Cawley Finney
late of Isle of Wight County, died in the fall
of the year 1856, Intestate, and that Robert N.
Whitfield, qualified as his administrator in
the County Court of said County ~~at~~ the December
term 1856, as will appear by a copy of the order
of said Court, granting such administration filed
herewith & marked (A.) -

That the said Intestate, was indebted to your
Complainant in two Bonds, one for Fifty three dollars,
dated the 14th June 1853, payable two days after date,
and the other for Fifty dollars, dated the 1st day
of October 1853 & payable one day after date, both
of which sums of money are now due your Complainant
— which Bonds are filed herewith & marked (B. & C) —

That the said Cawley Finney died possessed
of a small Chattel & personal Estate, which
duly came to the hands of said Robert N. Whit-
field his administrator, & which the said admin:
has sold and converted into money — That
sometime previous to the death of said Cawley Finney
~~he~~ ^{he} on the 25th day of January 1853, he executed
a Deed of Trust to the said Robert N. Whitfield
as Trustee to secure certain debts therein named, to
Edward Walker, Benjamin Sutton, John N. Bailey,
Micajah Davis, Henry S. Zynes, James B. Mflect,
Wm. B. Vasey, J. C. Meador, and — Blackwell, a

Whithead

18. Aug. 1899

Fungi, Entomoi

Amundson 1899

12. Whithead 1899

1899

The amended answer of Northchfield trustee for C. Finney & his Creditors to a Bill filed against him & al. by W. B. Whitehead in the Circuit Court of Isle of Nigbt.

This Respondent, says that in addition to the facts stated in his answer hereto-for file d, the development of facts in the progress of this cause, then unknown to him, requires, in justice to himself, further to state, other circumstances connected with his transactions as trustee in the deed of Trust, in the proceeding mentioned, so far as he can now recollect them. That some time before, it may be at the time of, the ~~executing~~ writing of the said deed, Dr Finney being greatly embarrassed and involved, and wishing to secure his creditors & at the same time to prevent his being sued, or to gain time, came to this Respondent to consult with him, and to have prepared a paper containing his views and wishes - he having previously, or intended then after to correspond with his creditors. - The deed aforesaid was prepared and delivered to Finney, and this Respondent was induced to accept the trusteeship, under the persuasion ^{that Finney} would, as he had promised to do, abandon all of his enterprises, and give his entire attention to his profession, and deliver up the negroes to this Respondent at the end of the year 1853, or before if he, Finney determined to execute ~~the~~ deed - to be hired out by the trustee and the hire to be applied as the deed directed - In this way, the trustee was sure, ^{he} should sustain no loss, and he was also further induced to accept the trust, because the negroes, having belonged to his sister, was all that was left of her estate, which she had when she married Dr Finney, to go her three little children, subject to a life interest in Finney which she had secured to him by her will - Indeed these negroes were then subject to a prior deed of Trust - The donor names

as well as the sums due were unknown at the time it was written to this Respondent. The deed was written & probably signed by this Respondent, and delivered to Finney to be carried out, or executed & recorded, or not as he should thereafter determine, and the blanks therein left for the names of the creditors, the amounts ~~of~~, were to be filled up by Finney as was subsequently done by him, as will be perceived by referring to the original paper, herewith filed - the same, that is the names of creditors, ~~amounts due~~ ^{amounts due} & being in his hand writing. How long Finney kept the deed, or whether he afterwards delivered it to this Respondent to have ^{it} recorded, or sent it to the Clerk's Office himself, this Respondent cannot now say - but is quite ^{sure} if returned to him, it was soon thereafter delivered to the Clerk for recordation - so that referring to that time, of its delivery to the Clerk, this Respondent was aware of the resolve of Finney to carry out the deed, until about the 1st of September 1853 - indeed the deed was not fully paid until March 1854. Finney, in the latter part of the year 1853, soon changed his plans, as was usual with him, and resolved to move to Wilmington N. Carolina, to live - He went there, but whether during the fall of 1853, or in January or first of the year 1854, this Respondent does not certainly know - He believes it was before the year 1854 - as his daughters, the eldest, expected to take charge of, as they did of, a school after getting to Wilmington. Dr. Finney without the knowledge, ^{or} consent, ~~of~~ this Respondent, carried the said negroes with him & family to Wilmington, except two - and one of these two, he hired ~~out~~ ^{before} he left (but sent the bond, with one or two small notes for luck as he had hired out for the year 1853, to this Respondent) - and the other being very old, and unwilling to go, came to this Respondent for support, which was cheerfully given her, as well as a considerable medical bill paid by him, as she was, ~~the flagrant~~ ^{the flagrant}, raised with her mother, and the nurse of her children. The removal by Finney of these negroes produced much uneasiness with this Respondent, and he wrote to him & the

several creditors about the matter, but from none of the latter, received he any reply, except from, Mr. F. L. Lynes & Mr. Do. Lawrence, both of whom cheerfully signed the "paper." marked it herewith filed, releasing the respondent as trustee, from any loss, or responsibility, arising out of Finney's act of removal. It is true Finney considered himself as hiring the negro, and so did the respondent, at least from the year 1854. Though nothing was said between them for that year, because he had carried them away as above stated - and one year there was some arrangement between him & his eldest daughter with which the respondent had nothing particularly to do. On his return from Wilmington, either at the end of the year 1854, or beginning of 1855, he ^{Finney} retook possession of the one he had hired ^{out}, and the old nurse with me was sent to wait on the young children - Thus he had possession of the negro, from the time of the deed, until his death. Finney failing to pay the hire, caused the respondent to expostulate with him, until he finally told Finney unless the hires were paid up he should be compelled to take possession & hire them out himself. During one of these interviews, he observed to the respondent, that while in Lynchburg, that he had paid off Mrs. H. Bailey's three bond with the hires due me - that he, conceiving it to be the same thing to me, that in lieu of paying me the hires owing to me as trustee, he ^{had} taken in the bond aforesaid, as Bailey was obliged to. - Of course the respondent could then do no better, though he pointed out to Finney the injustice he was forcing the respondent to do, to the other creditors - and the bond, on the same filed in this case, bearing the signature of Bailey admitting, or stating the same had been paid, and the respondent had not the remotest suspicion that these bonds had not been paid off, until the claim set up by the assignees of Bailey & the arrangement spoken of by Bailey in his answer - but the respondent supposed that at least, he had saved so much of the hires due him as trustee, and for which he was bound to make

This respondent will not charge that these parties contemplated a fraud upon him, but certainly a most gross deception was practiced to say the least of it. Neither ever hinted to him any thing about the alleged arrangement, ~~on the contrary~~, one stated that with money in his hands belonging to this respondent as trustee, he had paid off these bonds, on which was the signature of the other admitting & confirming the statement so made. By this deception, and by this very act of Bailey, this respondent was prevented from taking steps to get that amount, or to secure the hires due, - as he conceived at least he was safe as to the amount of these claims. - This respondent submits whether a loss thus occasioned by a secret arrangement of Bailey, agent ought to be borne by any else than Bailey - his own act relaxed the effort of this respondent to collect that much of the hires, for he deemed them paid, because so stated by Bailey himself, under his sign manual.

This respondent will sustain loss any way, which no prudence could have avoided - he advanced money to pay the premiums on the policies of insurance, to protect the interests of the creditors, and conceives that he should not be saddled with a loss as to a creditor who, if he did not intend to deceive him, did deceive most grossly - and having received my money

Robt Whitfield

Dee of magt County.

Robt Whitfield personally appeared before me C B Hayden
a Commissioner in Chancery for the Circuit Court
for the County of Nassau and made oath that the facts as stated above
for the County of Isle of Wight
in his answer, are true to the best of his belief. Given under my hand this
17th of May. 1858. C. B. Hayden (J. 1)

Rev. H. Whitfield widow of
C. H. Hynney dec'd &
James B. Inflect &

ats S

W. B. Whitehead &

answer of
J. B. Inflect.

April 2nd 1887 filed.

so far as this Respondent knows, liable to distribution among the creditors generally of said Deceased. This Respondent says further that the said Insurance Company should have paid the said sums named in said Deed, to the said R. H. Whitfield as Trustee, therein, being the assignee of said Anney, and entitled to the proceeds by the very terms of said Policies, as will appear by a printed form of such Insurance filed herewith which contains the same covenants and obligations of those above named (and which having been surrendered to the Insurance Company on payment of the money, this Respondent cannot now obtain) (and by the one now filed, it is expressly declared that the sum insured, should be paid to the said assured "his executors, administrators or assigns". And this Respondent charges that the said assigns are to be distributed according to the terms of said Deed, no matter in what capacity the same were received by the said Whitfield.

This Respondent further prays that should his debts thus secured be paid only in part (in the event the said assigns are insufficient to pay all the debts named in said Deed in full), that for any part thus unpaid he may be allowed to participate in any other assigns which the said R. H. Whitfield may have or receive as the administrator of said

deceased
And now this Respondent having answered, prays & he hence dismissed
Jc.

(Signed) M. B. Mayfield

The answer of James B. Mflect to
a Bill in chancery Exhibited in the
Circuit Court of ~~the~~ of Wright County,
Lyman B. Whitehead &c. against Robert H.
Whitfield Admr. of Crawley Finney dec?
&c. and others -

This Respondent says it is true that
said Cawley Finney died Intestate and as is
alleged in said Bill - That he does not doubt
the indebtedness of the deceased to the Complai-
ant - That it is true the said Cawley
Finney did on the 25th day of January 1853
execute a deed of Trust to Robert H. Whitfield
as Trustee to secure certain debts as therein na-
med, one of which is due to this Respondent
(and which is described properly in said deed, being
due in 1. 2. 3. 4 & 5 years, from 1st Jan'y 1853,
with interest from date, and for which this Respondent
now holds the five several Bonds of said Cawley
Finney, ^{filed herewith} - That the hires of certain negroes and
two policies of Life Insurance, as set forth
in said Bill are by said deed conveyed to
secure the debts therein named, and this
Respondent denies that any of the assets
conveyed by said deed are subject or liable
to be applied to pay the general debts due
by said deceased, whether received by the
said Whitfield as administrator, or Trustee
or otherwise, but that the same are only
liable to be applied to the payment of the
several debts named in said deed - and
should a surplus remain, that surplus may be

Whitehead
V aurum

Harporhynchus

April 1857 fitted

To the Hon. Archd. H. Boken judge of the Circuit Court of the City of N.Y.

The Answer of R. H. Whitfield agent of Crawley Fidelity Co., and as trustee for Henry Otis Crockett - to a Bill filed against him & co. by Tr. B. Whitman

This respondent saving and excepting for answer to so much of said Bill, as he is at issue it is material for him to answer, - says that the facts as stated in Complaint & Bill are in the main correct, - that he qualified & was trustee as is therein alleged, and received the amt. of money on the Policies of Life Insurance of his estate in said Bill mentioned - that he demanded of the Agent of the Life Insurance Company, the said amount as trustee, but he was unwilling to pay it to this respondent as such, stating that it was the custom of the Company always to pay to the personal Representative - and was unwilling to depart from the usage - This respondent conceived it a matter of no moment how he received the amt. He is willing to pay the said sum received, subject to all proper charges, in any manner or at any time the Court shall direct & that he is prepared to render any account of his transaction as trustee & co. when it is required & having answered the

R. H. Whitfield agent
of C. F. Henry & Co. trustee

State of Virginia

~~City~~ of Lynchburg.

This day personally appeared
before me John Smith a justice ~~a temporary justice~~ for the
~~City~~ of Lynchburg of the said, Geo. H. Bailey, whose answer
is above written & made oath that the statements in it
said answer, so far as made of his own knowledge
are true, and that such statements as are made
therein from knowledge or information derived
from others, he believes to be true. Given under my
hand, 21 day of April 1857

John Smith Jr. P.

Witnessed to

Mr.

James Adams

Sworn to by Geo. H. Bailey

The answer of Jno. H. Bailey one of The defendants to The bill of complaint exhibited against him & others in The circuit court of Isle of Wight County by W. B. Whitehead & als. complainants.

This defendant, reserving to himself all right of exception to The said bill of complaint, for answer thereto saith, That sometime in The year 1852 Ser. C. Finny of Isle of Wight being indebted to him in The sum of \$ 265.98 executed for The same three bonds to this defendant payable in 1, 2, & 3. years from The 1st day of January 1853. — That Ser Finny failed to pay any of these bonds as they became due, but, afterwards, to wit, Oct 15th 1855, he then being in Lynchburg he paid The defendant \$ 75.00 on The said bonds, & for The balance on said bonds, ^{in lieu of said bonds,} but in continuance of The same original indebtedness he gave him The said defendant two drafts accepted by him the said Ser. Finny, of \$ 122.54 each, payable at Portsmouth Va, two hundred & sixty five days after date — One of these acceptances The defendant assigned to Geo. W. Lewis, & the other to Simpson & Bro. — both of which were afterwards protested for non payment, & neither of them has as yet been paid. The aforesaid two acceptances are all that Ser. Finny or his estate owes The defendant or his assignees. This respondent further saith That Ser Finny on several occasions Told The defendant That he had secured the defendants claims in a deed of trust conveying his policy of life insurance & other interests; and that it was The understanding & intention of both Ser Finny & of The defendant that The aforesaid acceptances were & should be entitled to all The benefit & advantage of The deed of trust as The original bonds had, as they were only a change of The form & not of The character of The original indebtedness. This defendant has relinquished to Bailey Simpson & Bro & to G. W. Lewis, all his right & interest in The said deed of trust & ~~that~~ they are now entitled to all The benefit of the same which this defendant had.

And now having fully answered the complainants bill, this respondent prays hence to be dismissed with his reasonable costs in this behalf expended & he will ever pray &c.

Jno. H. Bailey

Service as a steward of the
in the Leeward - boat 15/1837

C. Walker &

D. Verduyden

Wm. B. Whithead

vs. 3 Jam^d.
3 in chq.

Finney's Admⁿ.
Feb.

To Apl. 1837

Jno. R. Kelly for

Walker & Verduyden

Richmond

THE COMMONWEALTH OF VIRGINIA, *Richmond City*
TO THE SHERIFF OF ~~ISLE OF WIGHT~~ COUNTY—GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *Edward Walker and*
Benjamin Sutton

to appear before the *Circuit* Court of Isle of Wight county, at the Court-House of said County, ~~on~~
at rules to be held in the *Clerk's office* of said Court
on the first Monday in April next to answer
a Bill in Chancery filed against them, and the
oppon. of D. Crawley Finney others by William B.
Whithead suing for himself and all other creditors
of D. C. Finney who may make themselves parties
on the usual terms.

: and have then and there this
Summons. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*
day of *March*, 1857, in the *81st* year of the Commonwealth.

N. P. Young co.

Noof: March: 16th 1857
I acknowledge service
of within summons
Westwood & Todd
attys: for J. C. Blackwell

J. C. Blackwell

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of Isle of Wight County—Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON *C. Blackwell*

to appear at the Clerk's, Office of our *Circuit* Court for Isle of Wight county,
on the first Monday in *April* next, to answer a bill in Chancery
filed against the adm. of D. C. Tinning, the
said Blackwell to them, by William B. Whithead
~~of a plea of~~ *pleading for himself and all other creditors*
of D. C. Tinning who may make themselves
~~damages~~ *parties in the usual terms.*

and have then and there this Summons

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*.
day of *March*, 185*7*, in the *87th*. year of the Commonwealth

Copy.

N. P. Young co.

Service acknowledged of the
craft burning - 10 March 1857 -

Reg. Sullivan

Curran

A. W. Wright

Reg. Sullivan

THE COMMONWEALTH OF VIRGINIA, *Richmond City*
TO THE SHERIFF OF ~~ISLE OF WIGHT COUNTY~~ GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *Benjamin Sutton*

to appear before the *Circuit* Court of Isle of Wight county, at the Court-House of said County, on
at ~~rules~~ to be held in the Clerk's office of said Court
on the first Monday in April next to answer a bill
in Chancery filed against him and the Adm^{rs} of D.
C. Finney & others by William V. B. Whithead suing
for himself and all other creditors of D. C. Finney
who may make themselves parties on the usual terms

: and have then and there this

Summons. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*
day of *March*, 1857, in the *81st* year of the Commonwealth.

a copy.

A. S. Young & Co.

I a chamber service of the author
December - 18 March 1857

Mr. H. L. Tyng

to Washington



H. L. Tyng

Washington

&

Washington
to Mr. H. L. Tyng

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of Isle of Wight County—Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON *Henry A. Lynn*

to appear at the Clerk's, Office of our *Circuit* Court for Isle of Wight county,

on the first Monday in *April* next, to answer *a bill in chancery*
filed against the adm^r of D. C. Feimney, said Lynn
an attorney, by William B. Whitehead suing for
himself & all other Creditors of D. C. Feimney
of a plea of who may make themselves parties on
the usual terms.

~~—damages—~~

and have then and there this Summons

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*
day of *March*, 1857, in the *87th* year of the Commonwealth

Cop,

N. P. Young.

Service Acknowledged of the last Mr
Jennings - 10 March 1837

W. B. Vary Jr

R. B. Whitehead



W. B. Whitehead

W. B. Vary

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of Isle of Wight County—Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON *William B.*

Vesey

to appear at the Clerk's, Office of our *Circuit* Court for Isle of Wight county,
on the first Monday in *April* next, to answer a bill in Chancery
filed against the Adm^r. of *D^r. C. Gimney decd.*, the
said *Vesey* & others by *William B. Whitaker* & *Lucy*
for himself and all other creditors of *D^r. C.*
~~of a plea of~~ *Gimney decd.* who may make
themselves parties on the usual terms.
~~damages~~

and have then and there this Summons

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*
day of *March*, 1857, in the *87th*. year of the Commonwealth

Copy

N. P. Young co.

Service acknowledged by me as intended
as adv. of C. L. Loring. Received 10. 1857

R. H. H. H. H. H.

No. 10. Whitfield
to H. H. H.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Robert H. Whitfield as Adm^r of*
Crawley Finney decd, and as trustee under a deed
of trust executed by said Finney, Micajah Davis, Henry
A. Tyson, James B. Nesbitt, Wm. B. Caley, Joseph C. Meador
and C. Blackwell.

to appear before the *Circuit* Court of Isle of Wight county, at the Court-House of said County, on
the first Monday in April next (being a legal day) at the Clerk's
office of said Court, to answer a Bill in Chancery filed
against him and others, by William B. Whithead suing
for himself and all other creditors of D^r Crawley Finney
decd. as may make themselves parties hereto on the
usual terms.

: and have then and there this

Summons. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*

day of *March*, 185 *7*, in the *84th* year of the Commonwealth.

N. P. Young cc.

Service rendered of the
summers - March 10. 1857

Ans. Hailly
in summer

Wm B. Whithead

3 Sum.
3 in city.

Finnig's Adm. to 1.

To ap. recd 1857

Ans. R. Kelly
per

Ans. D. Bay
by recd 1857

THE COMMONWEALTH OF VIRGINIA, *Lyndhurst City*
TO THE SHERIFF OF ~~ISLE OF WIGHT COUNTY~~ GREETING:
YOU ARE HEREBY COMMANDED TO SUMMON *John H. Bailey*

to appear before the *Circuit* Court of Isle of Wight county, at the Court-House of said County, on
at *rules to be holden for said Court, in the Clerk's office, on*
the first Monday in April next, to answer a Bill in
Chancery filed against *Ro. H. Whitfield admr. of Crawley*
Turney decd., the said Bailey *vs.*, by William B. Whitfield
acting for himself and all other Creditors of *D. C. Turney*
decd. who may make themselves Creditors on the
usual terms.

: and have then and there this

Summons. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*
day of *March*, 1857, in the *81st* year of the Commonwealth.

N. P. Young co.

1857 Mar: 16th Service of this Summary
acknowledged Feb.

John Scully
att: J^r:
Mar: 103 Andover

J. B. N. offell

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of Isle of Wight County—Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON *James B.*
Norfolk.

to appear at the Clerk's, Office of our *Circuit* Court for Isle of Wight county,
on the first Monday in *April* next, to answer a bill in Chancery
filed against the adm^r of D. C. Fleming,
said Norfolk and others by William B.
Whithead suing for himself and all other
of a plea of Creditors of D. C. Fleming who may
make themselves parties on the usual terms
~~damages~~

and have then and there this Summons

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*
day of *March*, 185 *7*, in the *81st* year of the Commonwealth
Edw. *N. P. Younger.*

Wm. B. Whithead
f.

Sum. in
Chy.

Trinity's adm. pay.

To Ap. recd. 1837.

Kilby pay.

Given acknowledged

Mar 16. 57

(M. Baker)
att. for M. Davis

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Micajah Davis*

to appear before the *Circuit* Court of Isle of Wight county, at the Court-House of said County, on
at rules to be holden for said Court in the Clerk's
office on the first Monday in April next, to answer
a Bill in Chancery filed against the adm^r of D. C.
Finney, said *Davis* together, by *William B. Whithead*
suing for himself and all other creditors of D.
C. *Finney* who may make themselves creditors
on the usual terms.

: and have then and there this

Summons. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this

day of *March*, 1857, in the *81st*

year of the Commonwealth.

N. P. Young C. C.

I a purveyor - Secrecy of the button business

Mar 10 March 1857

J. C. Meador by

his counsel

L. Westcott

Whitcomb

v

Henry et al

J. C. Meador

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of Isle of Wight County—Greeting.

YOU ARE HEREBY COMMANDED TO SUMMON *Joseph C. Meador*

to appear at the Clerk's Office of our *Circuit* Court for Isle of Wight county, on the first Monday in *April* next, to answer a *bill in Chancery* filed against the *admt. of D. C. Surin*.
The said Meador *together with William B.*
~~of a plea of~~ *Whitehead Surin* for himself and
all other Creditors of *D. C. Surin* who
~~may make themselves parties on the~~
~~damages~~
usual terms.

and have then and there this Summons

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *6th*.
day of *March*, 185 *7*, in the *81st*. year of the Commonwealth

6th.

N. P. Young ec.

Came to hand
Sealed April 6th - 1858

C. B. Hayden

if there recovers -

Ans - I told Mr. Simpson last summer that if he did not get the money out of them I would pay it -

Q. By same -

Has there been any conversation between you and Messrs Simpson & Bro., since that time by which that promise was waived -

Ans. There has been very little said about it. I don't know that there has -

By Simpson & Bro. & Davis & Co. -

At the time of the delivery of the release or as a condition of its execution, or since their execution have you made any promise about paying the debt or costs or for trouble -

Ans. I have not -

W. M. Bailey

Time 2 1/2 Hours - Costs for $\$187\frac{1}{2}$ -
I hereby certify that the foregoing dep. of John W. Bailey was duly taken subscribed and sworn to before me, at the time and place mentioned in the caption - Given in my hand this 31st day of March 1838.

R. H. Keane
Clerk in Chy for Cir. Ct. Sen. ch. 1838.

At the Meeting

Ans. That conversation was last year (1837.)
By same.

Q. all that you have said about your intention to pay and obligation to pay, do you mean to say that you have come under such an engagement as you can be compelled by law to comply with, in despite of the releases or that you would pay these debts from what you regard to be the dictates of moral propriety and duty — (Objected to as ~~binding~~ & improper by Council for Whitfield. &c.)

Ans.

I did not mean to say that they could compel me to pay the debts, but that if I ever got able, and chose to pay them I would pay them from a sense of moral propriety —

Re-Re-Cross-Examined —

By Whitfield &c.

In your answer to questions above by us. ~~did~~ respect to your promises to pay the debt of Simpson & Bro & Davis &c. and ~~Ans~~ did you not mean what you said —
Ans. I did —

By same. Was not your understanding and promise to pay — before the execution

Simpson & Bros to pay any of the attorney's fees and costs in this case -

Ans. Some time ago Mr Simpson said some thing to me about this matter being a good deal of trouble and expense to him, and I told him that I reckoned it would all come out right - but if not I would pay him the costs - nothing was said about attorney's fees -

Q. By same -

In case Davis now in No fail to recover do you not feel under a moral obligation to pay them -

Ans. If I ever get able, I mean to pay every debt I am bound for in any way - and that with all the rest -

By counsel for Simpson & Davis &c

Be pleased to state, whether at the time the release of Simpson & Bros was delivered to you, or as a condition of its delivery to you Simpson & Bros required or requested you, or stated to you, that in case they failed to make this money out of the trust fund they would expect you to pay it.

Ans. They did not -

By same. Say whether the conversation about the cost & trouble of this proceeding was before, or since or at the time of the execution of this release - (object to as leading) - see ans to 4th question on this page -

3^d Sheet

not feel bound by the promise you made them and not rely upon their release in bar of any recovery.

Ans. I should rely upon the release

Q. By same.

When you made the promise aforesaid to Simpson & Bro. yourself to pay them their debt in case they failed to recover it of the trust fund, did you or not intend to comply with that promise -

Ans. I thought at the time if ever I got able to pay it, I would pay it.

3 By same

Did you propose to them to release you, or did the proposition come from them.

Ans. They proposed to me to release me

A By same

Did they not say at the time that they should expect you to pay their debt in case they failed to recover it in this suit, - and did you not assent to that arrangement.

Ans. -

I owed them a large debt besides, and there was very little said about this debt - but I made the promise as before stated

5. By same. Say whether you have promised

Ans. No - not a cent -

3. By same -

Do you or not regard the release of Simpson & Brother as a legal discharge of you - so that if they fail to recover, in this suit. whether you pay them or not will be a matter of discretion with you.

Ans - I consider it would be a matter of discretion with me -

4. By same -

In whose hand writing are the receipts endorsed on the three bonds filed during the Crop Examination -

Ans - In Dr Finney's -

5. By same

At the time of the execution of these receipts was Whitfield the trustee present -

Ans - He was not -

6. By same -

Did Finney at the time these receipts were executed, intimate to you that the object was to discharge the trust fund to the amount of these bonds?

Ans He did not -

Re Crop examined by Whitfield Whitehead &c

1. In case the debt are not recovered by the claimants and Simpson & Brother were to institute suit against you for the amounts of their claim, would you

and Bro. and Davis & Nowlin surviving partners
of Davis Nowlin & Co having released me from
all liability. The releases are filed - dated one
the 17th of February 1858, the other the 31st of March
1858, and both delivered this morning previous
to the taking of this deposition -

Ans. Same.

Was any assurance verbal or other given by
you to the releasors that in any contingency
you would hereafter hold yourself legally
or morally bound, to make good to them
their drafts or any part of them -

Ans.

I assured Messrs Simpson & Bro that I would
pay their debt if they did not get it (verbal
ly) As to Davis Nowlin & Co. I never said
a word to them or they to me about it -

7th By same.

Have you not employed on your own account
counsel to attend to you in this case
and in taking this deposition -

Ans.

As Simpson & Bro, and Davis Nowlin & Co
gave me full value for their drafts, I feel
an interest in it, and as Maj Garland at
my request agreed to appear and attend to it
gratuitously I went after him and he came
accordingly -

8th By same

You are shown their bonds here with filed,
marked (C), (F) & (G), with the receipts thereon endorsed
Say whether there are ~~the bonds~~ the receipts endorsed
on their bonds are signed by you.

Ans.

They are -

Reexamined -

1. Say whether at the time of the execution and
delivery of the release of Simpson & Bro in this case
you entered into any legal obligation or gave
any assurance, for the future payment of their
debt, as the condition of the execution and delivery
of that release - and do you now feel yourself
under any legal obligation to pay their debt
to under any contingency whatever -

Ans.

I feel under a moral obligation, and a legal
one too if they fail to get the money, to pay them
if I ever sit abed - and I did oblige myself to
Simpson & Bro to do so - but not to Davis
Nowlin & Co -

2 By same

Do you feel now bound by law, by a contract
with Simpson & Bro which they could enforce
by suit, ^{so that they might} if they fail to recover this debt, in this
case, ~~and~~ recover if you not withstanding this
release - ?

Ans.

2nd Sheet-

Answer for Whitfield and Willard to except to so much of
this 32 answer as gives Finney's declarations -
Hear, Dear

upon the bond, I had such entire confidence in
what he told me of my being safe by reason of
the due of trust and the policy on his life that
I did not notice particularly what he wrote
on them - There was no agreement reduced to
writing showing my right to resort to the trust
deed - I did not intend to sign any such - Dr
Finney wrote a settlement upon the bond,
I don't recollect now what it was, as I
have said I had entire confidence in his
declarations that I was secured by the due
policy -

A By same -

In the arrangement made, was Dr Finney
acting for himself individually, or in any
capacity for the trustee Whitfield -

Ans.

He was acting for the trustee - For he told
me that any arrangement which he made
would be satisfactory to the trustee -

B By same.

Have you now any interest, direct or remote
in the result of this controversy - and if not -
how have you become disinterested, and
when -

Ans. I have no interest in it. Meigs Simpson

R. H. Whitfield, Merle D. Whitehead and others
except to the competency of the witness Bailey because
of his interest in this controversy, notwithstanding
the releases filed - as above - and without waiving
their said exception proceed to cross examine the
witnesses.

Note by Court - The acceptances spoken of in the foregoing
questions & answers are herewith filed ~~as a part~~ of this
deposition marked (C) & (D) -

1. Question by counsel for Whitehead & Norfleet & Whitfield.

When you took the acceptances referred to, were the
bonds secured by the trust deed surrendered by you to Mr
Finney.

Ans. They were -

2 By same

Did you give him a receipt in full upon the same,

Ans. I think he wrote upon the bond "Settled by
acceptances" or something of that sort. I don't remem-
ber whether I signed what was so written, or not.

3 By same

Did the writing upon the bond contain any reserva-
tion of your right to resort to the trust deed, in any
contingency whatever - or was there any agree-
ment reduced to writing evidencing your right
so to do - in other words, did you not, upon receiv-
ing the draft, give a receipt in full upon
the bond -

Ans. - I do not recollect what Dr Finney wrote

your answer

Ans. Davis Nowlin & Co. and Sampson & Bro have respectively released me fully from all liability on account of said acceptances which I have examined, and identify, and the releases are herewith filed marked respectively (A) & (B) as part of this answer.

2nd By same.

Please state whether these acceptances were given on account of the bond executed by the 1st of January 1853, and dated in that day, each for \$88¹⁸/₁₀₀ payable severally at one, two and three years, and secured in a deed of trust from the said C. Finney to R. H. Whitfield dated 24th January 1853. If so please to state the circumstances under which the said acceptances were taken.

Ans. Doctor Finney gave me these two acceptances, and paid the balance in money making up in the aggregate the amount of the three bonds spoken of in the question which I held against him. One of the drafts I passed to Davis Nowlin & Co and the other to Sampson & Bro: the present holders, in both cases for value.

3^d By same.

State whether these drafts are now due and unpaid.

Ans. - They are now due, and no part of them paid

4th By same.

State whether the drawing and acceptance of the drafts was the result of a previous arrangement between you and C. Finney, and whether at the time it was agreed that you were to waive and he accept the said drafts, there was any understanding or contract that you were to waive or release the right to resort to the said deed of trust for satisfaction of the debt in case the drafts were not paid at maturity.

Ans. When Finney gave me the drafts, which I took as a new mode of payment of the bond he promised to pay them at maturity, and remarked that I was amply secured in the deed of trust and in his life policy.

(The foregoing answer is excepted to by R. H. Whitfield trustee as being hearsay, and because Finney's declaration are no evidence against him. Also by J. R. Kitchy for his clients, Whitehead & Norpes for the same reasons)

5th By same.

State whether or not you intended to release, or suppose you were releasing, the benefit of the said deed of trust by taking the acceptances above mentioned and surrendering the bond.

Ans. - I did not.

(The foregoing question & answer is excepted to by Whitfield trustee and others, because not proper evidence
over

The deposition of John H. Bailey taken pursuant to the annexed notice this 31st day of March 1858 at the counting room of Samuel M. Simpson sworn to be read as evidence on behalf of Simpson & Brother and Davis Nowlin & Co before C. B. Hayden Commissioner of the Circuit-Ct. of Lee of Wight-county in a certain suit in Equity depending in the said court; wherein ~~you~~ the parties to whom said notice is given are parties-plaintiff and defendants. begun at 11 o'clock A.M. J. H. Bailey being duly sworn & answering by counsel for Simpson & Bro. and Davis Nowlin & Co.

Look at two acceptances drawn by you on C. Furmy in favor of yourself for one for \$119.97 dated 15th Oct: 1835; at one hundred and thirty five days after date, and endorsed on its face "protested for non payment." and now held by Davis Nowlin & Co. the other for \$122 $\frac{34}{100}$ dated 15th Oct. 1835 at 215 days after date, marked on its face "protested for non payment" and now held by Simpson & Bro: - and state whether the said Davis Nowlin & Co and Simpson & Bro: have released you from all liability to them respectively both as drawer and endorser of said acceptances. if so file said release with

Very important
Receipts of money paid
by N. H. Whitfield and
master for C. Henry in
december of May 1858 - in sum
of whitehead and C. Henry

For cash

~~For H. Whitfield~~

~~For M. Henry~~

C. a

~~For~~
~~Whitfield~~

Mrs Henry Cotton
directing how to
apply her interests

Seynchburg, July 11th

Mrs. Whitfield

Dear Sir

Your letter dated the 4th of July is just received detained, I presume through the negligence of our Post-master. I therefore hasten a reply. Learning, from this letter that you were already written on the same subject.

You state in this letter, that you "wrote to ascertain if you should send a check" for the amount you have been kind enough to receive for me from the estate. I do not need the money now, & if you think proper to appropriate it to the use of Dr. Tinney's children, without giving offence you will do me a favor to do so. I regret, very much having put you to this trouble, but at the time you first wrote me about this matter, I was very much embarrassed & would ^{not} apply to my friends for aid.

True; I had property, but no money.

My sincere thanks for your kind attention.

If you deem it necessary to remind me again, direct it to the care of
Henry Silverthorn

With great respect
R. P. Farney

This Bond was deducted from my
Salary for the first term & her
at her request - R. H. W.

To Henry
To 3/4 note

~~31.28~~

~~5.40~~

~~25.88~~

Paid R. H. Whitfield

13.60 ahead

36.48

11/31 28 Ordinance The 12th of Sept next we
and each of us here and below
him or to pay to S. B. Edwards
Sum of Alben Edwards Thirty one
dollars and Twenty Eight cents for
purchase at the sale of and send
your order - and have and send
This 7 day of March 1836

G. Finney
R. P. Finney

(Recd)

(Recd)

(Recd)

Sansemond County to wit

This day Nathl. P.

Phillips personally appeared before me in my County
aforesaid and made oath that the Coffin &
within named was furnished by David L. Parker

GIVEN under my hand this 13th day of Oct. 1837.

Berij Riddick J.P.

Edw. H. H. H. H.

Edw. H. H. H. H.

To The Est of Doc C Ferry &
1856 To J. Parker

Aug	To Onyx & Mahog Coffin	40.00
"	4 Silver Plated Dishes	8.00
"	1 plate & Eng. ware	6.00
"	1 Hair & lined Case	12.00
		63.00

Rec'd payment of R. H. Whitfield admr.
Wm. McQuire Thirty dollars allowed
for the Trustee.
C. B. Hayden

Recd. of Robt. Heffeld, master & owner
of C. Finney dec; the sum of two hundred
& thirty four dollars & eighty six cents: being
the sum total, decreed to be paid by him
to Mrs C. Blackwell, who is my client, by a
decree of the Circuit Court of Ill. of Aug 1st, at the
May term 1859, in the case of Whitehead &
als. vs. Finney, docketed & als. pending therein.
On this 1st June 1859 —

Washwood & Todd
attys: for C. C. Blackwell

Prigami Sultan
Left to Wilson

Received of Robert H. Whitefield trustee & admin^r of L. Finney dec^d, the sum of
One hundred & ninety four dollars - (\$194.⁰⁰) less costs - being the amount, total &c.
decreed by the Circuit Court of Isl of Wight County, at May term 1859, in the
Case of W^m B. Whitehead & als. vs. Finney admin^r & als., to be paid me, or claimer,
and me, & as assignee of Edwin Walker, against said Finney - : and I have
received also the bond, or claimer aforesaid, and me, & to me as assignee of Walker
from the said Whitefield. Witness my hand this the 8th June 1859

V. Birge Sutton
J. H.

Recd of West. A. 2008
acts for J. C. Blackman
ff
Fenney's adu

Norfolk, June 10th 1859
My dear Sir

I have received
your favor of 4th inst
enclosing your check on
Norf. Savings Institution for
 $\$234\frac{86}{100}$ amt decreed to be
paid to Geo. C. Blackwell in
the suit of Whitehead & others
vs Finney & Tom & others

I enclose herewith a receipt
for $\$234\frac{86}{100}$. With thanks for
your kindness throughout this
matter

I am very truly
Your friend
Westwood A. Todd

To
Robt. H. Whitfield Esq
Smithfield

Alucapt Davis
R. Rogland
2 up.

Received of R. H. Whitfield admr. & Trustee
of C. Finney dec, the sum of Seventy two dollars
& 44 cents. amount decreed to be paid to Micajah
Davis, by the said Whitfield trustee & admr. as
appraised, at the May term 1859, by a decree, in
the case of R. B. Whitehead & alr. vs. C. Finney's admr. &
alr. on the Circuit Court of Isle of Wight: & also the
sum of \$5.10²: amount decreed on said Court
to be paid to R. Ragland - of ^{for} whom, as well
as for the said Davis I am counsel -
Witness my hand this 15th June. 1859

Nichl. H. Paken jr

Receipt — of Stock
Trusted for M. Vasey
to

D. Whitfield trustee
son of C. Vasey &

Received of Robt^h. Whitfield trustee &
admon^r of G. Finney acc^t the sum of one hun-
dred & nine Dollars & sixty eight cents (\$109.⁸⁸).
being amount decreed to be paid by said Whitfield
to W. Viny, in the case of Whithead & als. H. Finney's
admon^r: & als. - at the May term 1859, in the Circuit
court of Isle of Wight: this undersigned, A. S. Rock
being trustee for said Viny & authorized to receive
the above account: & also the bond, placed
before the Commissioner in said Inst. the 10th June
1859 -

} Andrew. S. Rock. C.
Trustee

H. by T. M. & Co.
p. 49. 10 paid.
Under a name in
con of Whitehead
to Henry -

Received of Robt. H. Whitehead trustee for Finney &c. the sum
of six hundred & forty nine dollars & ten cents \$649.10, being
amounts (total) decreed to be paid to me, by R. H. Whitehead
a debtor trustee of C. Finney dec'd & als: by a decree of 18 May 1859
in the case of W. B. Whitehead & als. vs. C. Finney; administered
in the Circuit Court of Isle of Wight County -
This 11 July 1859 -

W. H. Lyman

conts.

Whithead & Co.

n.

3
3
3

In Aug.

Furney's trustee & Co.

Costs incurred to date. 1858 . . . \$23.47

addl. costs to be incurred (estimated) . . . 5.00

28.47

A. P. Furney & Co.

Simpson & Barr L
Lewis & Clark
ads
Whitcomb & Co

Exptis & Carr
Hoy & Carr Rept.

Simpson & Bros &

Lewis Howell & Co

attys &

Wm. Whitcomb & Co

These ^{several} ~~several~~ except to so much
of Corn's & Hayden's Rept. as excludes
their claims from the benefit of
the deed of Trust. on the grounds

1. The acceptances excluded by the Cor's
were given for the indebtedness secured
in the deed of Trust.
2. That the said indebtedness has not been
paid off, & the Trust cannot be
discharged until the indebtedness
secured is paid - or paid to the extent
of the trust fund.
3. That the point of Filing on
the Trustee should not affect the
rights of Bailey - who is innocent
of all point -

Crockett

per

Simpson & Bros &
Lewis Howell & Co

An Account of the debts against C Finney's Estate
proved by the general creditors not named in the deed of Trust

Nathl C Pruden assignee of M. H			
Warden's Executa -	Bond -	300 00	
Int on from July 11 th - 1855 -		60 95	360 95
M. H. Warden Bal on Bond -		18 12	
Int from March 21 st 1857, on 14.25		1 65	19 77
Joshua Bradshaw Bal on due Bill		7 93	
Int from May 9 th / 57 -		75	8 68
J. M. Kilby assignee of S Parker Bond -		57 16	
Int from July 1 st / 56		8 28	65 44
J. H. Carpenter & Co 5. Bonds		150 00	
Int from Jan 1 st / 53 -		53 25	203 25
W. L. Tynes,	Bond -	50 00	
Int from Sept 28 th / 53 -		15 52	65 52
do	Balance Bond	143 07	
Int from June 15 th / 57		12 88	155 95
do	assignee of Phos Jayner, assignee of Frances Whitley assignee of M E Marshall Bond -	450 00	
Int from July 10 th / 54 -		108 50	558 50
R Ragland assignee of C Sedbetter			
Bal Bond for -		60 53	
Int from July 2 nd / 53 -		23 28	83 81
M ^{rs} W Waight	Bond	300 00	
Int from July 12 / 52		11 49	41 49
do	amt paid to Nathl C Pru-		
den as security for C. Finney		260 00	
Int from April 13 / 57 -		25 43	285 43
do & C M Finney amt paid Thos R			
Kilby as security for C Finney		125 39	
Int from Feb 9 th / 57		13 58	138 97
M E Warden Bal on Bond -		209 15	
Int from Dec 25 th / 55 -		36 91	246 06
Amount Carried over -			\$ 2233 82

Amount brot up.		2233 82
John G Whitfield (C.A. Paul Securit)		
Bond	40000	
Int from Jan 1 st /54.	116 00	516 00
Nicks & Clemens Bal Bond.	2322	
Int from Aug 5 th /54.	323	26 45
Allen Edwards Adm's Bond.	3128	
Int from Sept 12 th /54.	415	35 43
H. L. Gray - Bond.	13500	
Int from Jan 1 st /55	3105	166 05
G. H. Bunting -	1450	
Int from June 12 th /53	475	19 25
Wm H. Wright assignee Mad Johann Bond	6741	
Int from Feb 6 th /54	1139	78 80
Wm P Wright. A/c -	2615	
Int from Jan 1 st /57	300	29 15
Geo F Hall A/c -	853	
Int from Jan 1 st /54.	149	10 02
Thomas M Cassiell - Bond.	5000	
Int from Feb 2 nd /54.	848	58 48
do do	5000	
Int from Feb 3 rd /54.	847	58 47
Wilmington Herald A/c	3000	
Int from July 1 st /54	795	37 95
Caris Edwards lcp offset of 22.00 Bond	4300	
Int from Jan 1 st /57.	494	47 94
G. J. Wilson Bond.	5000	
Int from Aug 8 th /54	1292	62 92
H. H. Lippert Note	5940	
Int from Aug 1 st /54.	1544	74 84
Humble & Wilson A/c	1425	
Int from Jan 1 st /54	249	16 74
H. A. Butler & Co Note & Prolet.	20806	
Int from Nov 15 th /54	2548	233 54
do Note	20542	
Int from July 19 th /54	2922	234 64
		<u>\$3940 49</u>

Amount brot up.		3940 49
M. P. Philips Bond.	200 00	
Int from June 5 th /55.	4183	241 83
do assignee C. G. Philips	2000	
Int from Jan 1 st /54	479	24 70
do do - A/c lcp offset of 35.75	2557	
Int from Jan 1 st /54	447	30 04
Mills W Garden Bal Bond.	2499	
Int from Jan 5 th /55.	583	30 84
Baitton Edwards - A/c lcp offset of 5.00.	238	
Int from Jan 1 st /57.	27	2 65
Joseph Stephenson A/c lcp offset 7.50.	100	
Int on from Jan 1 st /57	11	1 11
Thos E Outland Bal Bond.	7332	
Int from Aug 5 th /53	1459	87 91
John Babb A/c lcp offset - 5.98.	105	
Int from 1 st Jan 57	12	1 17
Nathan White Bal on Bond.	3797	
Int from Mar 10 th /57	354	41 51
Sam H. Godwin Bal on Bond.	6388	
Int from April 3 rd /57	634	70 22
Eley Pierce A/c lcp offset of 4.50.	2712	
Int from Jan 1 st /55.	637	33 49
Joseph B Crumple & Brother A/c -	5500	
Int from 1 st Jan 157	632	61 32
W. H. Stitches A/c -	1716	
Int from Jan 1 st /55.	403	21 19
A. McAllister A/c	1300	
Int from Jan 1 st /55	203	16 03
Henry Calcotte A/c	3500	
Interest from Jan 1 st /57	422	39 22
Sarah Bailey Bond.	5000	
Int from Sept 28 th /53	1676	66 76
Mr C Marshall A/c lcp offset 23.75	791	
Int from Jan 1 st /54	138	9 29
Amount carried over -		<u>\$4719 79</u>

Amount not up			4719 79
Neverson Saunders	Bond	5000	
	Int from July 1 st /54	725	5725-
Mr Folk	Bond-	3350	
	Int from Jan 25 th /53	1175	4525-
do	A/c	2425-	
	Int from July 1 st /54-	364	2789
Finney A/c for money			
loaned out of separate estate		150500	
	Int from Jan 25 th /54-	25584	176184
Simpson & Bro assignees of Mrs			
H. Bailey Draft & Protest -		12537	
	Int on from July 9 th /54	1799	14336
Davis Nowlin & Co assignees of			
Mrs H. Bailey Draft & Protest for		12199	
	Int on from March 1 st /55-	2013	14212
Mr B. Degez -	Bal due in Trust debt.	4149	4149
Mrs C Blackwell -	"	17335-	17335-
Is B Napier -	"	21694	21694
Benj Sutton in his own right & as			
assignee of E Walker -		33300	33300
H. L. Tyner		56547	56547
M. Davis -		12489	12489
Mr B Whitehead	Bond-	5300	
	Int from June 16 th /53	1735	7035-
do	Bond-	5000	
	Int from Oct 2 nd /53-	1549	6549
Total amount of debt due			\$8488 41
general creditors -			

5

An account of the debts against C. Finney's Estate
proved by the general creditors not named in the deed of Trust.

Amount brought up - 8488 41
Deduct amount of debt of Tynes
assignee of Tynes &c included in
above amt - it appearing to the com-
missioner that said debt is secured
by deed of Trust & that sufficient af-
sets are in the hands of Trustee to
discharge the same - 558 50
Total amount of debts to share in the \$7929 91
distribution of fund in the hands
of the Administrator -

Statement shewing the amount which each of the
foregoing creditors is entitled to receive out of the balance
of \$582.38 in the hands of the Administrator -

M E Pruden assignee of Mr W	
Warden's Executors - Bond	26 51
W. H. Warden -	" 145-
Joshua Bradshaw	" 65-
J. M. Kilby	" 4 80
G. W. Carpenter & Co -	" 14 93
H. L. Tynes inclusive of Bal due on Trust debt -	57 80
R. Ragland assignee of Ledbetter	8 16
Wm W Wright. Bond	30 5-
" Amt paid M E Pruden	20 96
do & C M Finney .. Jas R Kilby	10 21
M E Warden Bond	18 08
Thos S Whitfield (W. A Paul Security) -	37 83
Wicks & Clemens -	195-
Allen Edwards Adm'r -	2 60
H. L. Gray - Bond -	12 20
G. W. Bunting	1 42
Wm W Wright assignee M Johnson	579 \$226 39

Amount hot up.		226 39
Wm P Wright.	A/c	2 15-
P. F. Hall.	"	75-
Thos M Washell	2 Bonds.	8 60
Wilmington Herald.	A/c	2 79
Wavis Edwards.	"	3 53
G. J. Wilson	Bond.	4 63
W. H. Lippert	Note.	5 50
Humble & Wilson	A/c	1 25-
W A Butler & Co	Notes.	34 38
M. P. Philips.	Bond.	17 76
do assignee.	"	1 72
do A/c.		2 21
Mills & Warden		2 26
Bilton Edwards.		20
Joseph Stephenson		09
Thos E Outland	Bal on Bond.	6 46
Mrs Babb	A/c	09
Nathan White	Bal on Bond.	3 05
Sam H. Goodwin	"	5 16
Eley Pierce	A/c	2 46
J. B. Crumpler & Bro	"	4 50
D. W. Kitchen	A/c.	1 56
A. Mcallister	"	1 16
Henry Talcotte	"	2 88
Sarah Bailey	Bond.	4 90
Mr E Marshall	A/c	6 8
Reveron Saunders	Bond.	4 20
W Folk	"	3 32
"	A/c	2 04
Mrs Finney	"	1 29 39
Simpson & Bro assignee Bailey		10 53
Wavis Hawlin & Co.		10 44
Wm B Vezy	Bal Trust Debt	3 05-
Mrs C Blackwell	do	12 73
Sam B Masflect	do.	159 36
		<u>\$538 76</u>

Amount hot up.	---	\$538 76
Benjamin Sutton in his own right & as assignee of E Wal.		
Ren bal of trust debt.		24 46
Micajah Davis	do.	9 17
Wm B Whitehead	2 Bonds.	999 \$582 38
Balance in Hands of Admini- strator as per Administration A/c.		<u>582 38 \$582 38</u>
	Commissioners Office	
	Smithfield March 30 th 1839	

To the Circuit Court
of Isle of Wight County;

Your commissioner reports to the court that on the 7th day of December, 1838, pursuant to the decree of said court, herewith filed, he appointed the 15th day of January 1839, at his office as aforesaid for receiving proof of debts and demands against the estate of C Finney, & posted a notice of such time & place to the creditors of said estate, & all others concerned, at the front door of the court house of said county, on the first day of two successive terms of the county court of said county, to wit: at the election 1837 & January term 1838. That the several creditors of the said estate, whose names are mentioned in the foregoing account appeared before the commissioner on the day specified in said notice, & on the subsequent days to which the taking said account was successively at the request of some of the creditors adjourned, & proved to the satisfaction of your commissioner their several debts and demands against the said decedent, as set forth in said account, upon which interest is computed to the 30th of Nov 1838 & finds that on that date the aggregate amount of said debts to be \$7929.91, which amount includes the balance due the trust creditors, after exhausting the trust assets. All of said debts are

of equal dignity & entitled to share pro rata in the assets of
 said decedent remaining in the hands of his administrator
 for the payment of debts, amounting as shown by his
 administration ac to the sum of \$ 582.38. Your commis-
 sioner has made up a special statement showing the
 amount which the said credits are respectively enti-
 led to receive of said fund of \$ 582.38 which is here
 with returned.

Given under my hand as commissioner of the
 said court, the year & day first aforesaid -

C. B. Hayden

Michael }
 as }
 Henry }
 Trustees }
 of the Chancery

Commissioner Hayden

Report of debts -

due General Credit-
 tors -

Oct. 12th 1839 filed.

(No. 2.)

4

Statement of Debts, due by C Finney decd, to
Creditors secured by deed of Trust -

John C Blackwell	5 Bonds	218 07	
	Interest from 1 st Jan'y 1853 -	<u>77 41</u>	395 48
W ^m B. Vezev	1 Bond for	40 00	
	Int from Jan'y 1 st /53, to Jan'y 26/54	<u>2 57</u>	
		42 57	
do	1 Bond for	40 00	
do	Int from Jan'y 1 st /53, to Jan'y 24/54	<u>2 57</u>	
		82 57	
Jan'y 26 th 1854	Paid by C Finney; Trustee	<u>50 00</u>	
	Balance -	32 57	
	Interest on Balance to Dec 4/55	<u>3 92</u>	
do	Bond for	40 00	
	Interest on from Jan'y 1 st /53 to Dec 4/55	<u>4 62</u>	
		87 52	
Dec 4/55	Paid by C. Finney -	<u>50 00</u>	
	Balance -	37 52	
	Int on Balance from Dec 4/55 to Nov 30/56	<u>1 04</u>	
do	2 Bonds 40 each.	80 00	
	Int on from Jan'y 1 st /53 to Nov 30 th /56	<u>28 40</u>	
	Total Bal due W ^m B Vezev -	<u>148 12</u>	148 12
James B Mafleet	Bond for	100 00	
	Int from 1 st Jan'y/53, to Feb'y 13 th /54 -	<u>6 72</u>	
		106 72	
Feb'y 13 th /54	Paid by Trustee -	<u>50 00</u>	
	Balance -	56 72	
	Int on Balance to Nov 2 nd /57 -	<u>12 65</u>	
do	4 Bonds each 100 00 -	400 00	
	Int on from Jan'y 1 st 1853 to Nov 2/57	<u>116 06</u>	
		585 43	
Nov 2 nd 1857	Paid by Trustee	<u>300 00</u>	
	Balance -	285 43	
	Int on Balance to Nov 30 th /58	<u>18 46</u>	
	Total Balance due Jas B Mafleet -	<u>303 89</u>	303 89
	Am't carried over - -		<u>\$ - 847 49</u>

Amount brot up -		847 49
Benjamin Suttan Bond for	83 00	
Int from 1 st Jan/53 to Mch 22/55	11 09	
	94 09	
Mch 22/55 Paid by Trustee -	21 44	
Balance -	72 65	
Int on to July 30 th /54 -	14 63	
do 4 Bonds each for \$3.00	332 00	
Int from Jan 1 st /53 to July 30 th /54 -	109 56	
do assignee of Edward Walker		
5 Bonds each \$2.00	310 00	
Int from 1 st Jan/53, to July 30 th /54 -	103 85	
	942 69	
July 30 th /54 Paid by Trustee -	450 00	
Balance -	492 69	
Int on to Nov 30 th /54 -	98 5	
Total Balance due Benjamin Suttan	502 54	502 54
in his own right & as assignee of		
Edwin Walker -		
Micajah Davis 1. Bond for -	52 82	
Int from Jan 1 st /53, to Mch 12/55	6 97	
	59 79	
March 12 th /55 Paid by Trustee -	13 90	
Balance -	45 89	
Int from March 12 th /55 to Dec 14/57	7 54	
do 4 Bonds ea 52.82 -	211 24	
Int from 1 st Jan/53 to Dec 14 th /57 -	62 82	
	327 57	
Dec 14 th /57 Paid by Trustee -	150 00	
Balance -	177 57	
Int to Nov 30 th /54 -	10 59	
Total Balance due M Davis	188 16	188 16
Amount carried over -		\$1534 19

Statement of debts due by C Finney dec'd
to Creditors secured by deed of Trust -

Amount brought up		153819
Henry L Tynes	Bond for	150 00
	Interest on from July 15 th 52 to Nov 24 th 57	51 98
do	Bond for	375 00
	Interest on from Oct 20 th 52 to Nov 24 th 57	114 57
do	Bond for	475 00
	Interest on from Jan 2 nd 53 to Nov 24 th 57	
	less 62.50 paid by Trustee March 24 th 57	105 50
do Assignee of J. C. Meadow	Bond for	166 91
	Interest on from Oct 9 th 52 to Nov 24 th 57 -	51 32
		1490 28
deduct payment made by Trustee Nov 24 th 57 of		400 00
	Balance -	1090 28
	Interest on do to Nov 30 th 57	66 49
Total Balance due H L Tynes	- - -	1156 77
Balance due Trust Creditors		\$219496

Special Statement showing the amount which each trust creditor has received, the proportion of the original debt of the amount & what each creditor should receive to equalize their portions & how the trust fund should be distributed -

Mr B. Dezey	-	Original Debt 20000	-	has recd 5000	-	a 25000 of debt -
Sutton Walker	"	725.00	do	471.44	-	a 65026 of "
M. Davis	"	264.10	do	163.90	a	62059 of "
J. B. Napflect	"	500.00	do	350.00	a	70000 of "
J. C. Blackwell	"	218.07	do	1000	-	
H. L. Tyner	"	1181.80	do	462.50	a	30855
Mr H Bailey	-		do			1.00000

To equalize the amounts already distributed,					
Mr B Dezey	should receive	45000	of his debt	a	\$ 9000
J. C. Blackwell	"	70000	"	"	15265
M. Davis	"	07941	"	"	1321
Sutton Walker	"	04974	"	"	3606
H. L. Tyner	"	30855	"	"	36464
					<u>\$ 65656</u>

Balance in Trustee's hands as per	
Trustee Ac -	119002
Deduct above amt, necessary to equalize	65656
	<u>53346</u>

Add this amount paid Mr H Bailey over	
Other credits a 3000 per cent original debt	6979
Balance to be distributed among	<u>\$ 60325</u>
Trust Creditors -	

Statement showing balance due each trust creditor after deducting foregoing amounts necessary to equalize shares -

Mr B. Dezey	-	Bal due by Trustee Ac	14812	
		Deduct payment of	9000	
		Balance due Mr B Dezey -	5812	5812
Mr C Blackwell	-	Bal due by Trustee Ac	39548	
		Deduct payment of	15265	
		Bal due Mr C Blackwell	24283	24283
M. Davis	-	Bal due by Trustee Ac	18816	
		Deduct payment of	1321	17495
J. B. Napflect	Bal by Trustee Ac		30389	30389
Sutton Walker	do		50254	
		Deduct payment of -	3606	46648
H. L. Tyner	-	Bal by Trustee Ac -	115677	
		Deduct payment of -	36464	
		Bal due H. L. Tyner -	79213	79213
Amt unpaid Mr H Bailey -				6979
Amount of debt to share in the distribution of foregoing trust fund of \$603.25				<u>\$210819</u>

Amount to be paid each trust creditor out of fund of			<u>\$ 60325</u>
Mr B Dezey	to receive -	1663	
Mr C Blackwell	do	6948	
J. B. Napflect	do -	8695	
Sutton Walker	do -	13348	
Tyner	do -	22666	
M. Davis	"	5006	
A H Whitfield substitute for Bailey to retain -		1999	<u>\$ 60325</u>

5

Statement shewing amount which each trust creditor
is to receive from Trustee in distribution of trust fund

Mr B Dezey -	90 00	
"	16 63	106 63
Mrs C Blackwell -	152 65	
do	69 48	222 13
J. B. Napleat -	86 95	86 95
B. Sultan in his own right & as assignee of Edwin Walker -	36 06	
do	133 48	169 54
H. L. Tynes	364 64	
do -	226 66	591 30
M. Davis -	13 20	
do	50 06	63 26
Trustee for Mrs H. Bailey -	19 99	19 99
		<u>\$1259 81</u>

Actual balance in Trustees hands
as per af-

1190 02

Am't to be refunded by Trustee overpaid
Mrs H Bailey -

697 99 \$1259 81

Statement shewing balance due each trust creditor, after
exhausting trust fund, & as to which they are entitled to share
in general assets -

Mr B. Dezey -	41 49
Mrs C Blackwell -	173 35
J. B. Napleat -	216 94
Ben Sultan in his own right & as assignee C Walker	333 00
H. L. Tynes	565 47
M Davis -	124 89

7

The Estate of Crawley Finney deceased
In account with R H Whitfield his Administrator

<u>1856</u>				
Dec	1	To Cash paid Administration Tax	1 00	
"	26	" do E Eley Crier at Sale	1 00	
"		" do Clerks Tickets -	7 50	
<u>1857</u>		" do retained to pay Appraisers -	3 00	
Nov	30	" Commissions on \$453.56 -	22 68	
"	"	" Balance due estate as per contra	418 38	\$453 56

<u>1857</u>				
June	26	By Amount of Sale of Chattel Estate due this day -	410 36	
"		" Cash from H T Philips balance on Settlement of A/c	1 20	
"		" do amt of Med a/c from S. boty	20 00	
"		" do " E. Eley	3 00	
"		" do " J. G. Lawrence	19 00	\$453 56

<u>1858</u>				
March	23	To Cash paid Constable (E Eley) for collec- ting med a/c & settling with sundry persons -	30 00	
"		" do E & Philips for Bricking Grave	12 00	
"		" amount retained to pay S & L Parker portion of a/c allowed for Coffin &c	30 00	
"		" do to pay Commissioners fee for a/c of debt, scaling & made & this a/c -	45 00	
"		" Commissions on \$295.79 -	14 79	
Nov	30	" Balance due Estate as per contra	582 38	\$714 17

<u>1857</u>				
Nov	30	By Balance due Estate as per above a/c	418 36	
<u>1858</u>				
March	23	" Amount of Medical a/c collected from various persons -	286 10 -	
"		" Int on 161.55 (portion of above balance in- verted) from Nov 30 '57 to date -	9 69	\$714 17

Commissioners Office
Smithfield March 30th 1839

To the Circuit Court
of Isle of Wight County;

Pursuant to a decree of the court aforesaid, made on the 19th day of May 1837, in a suit in chancery depending in the said court, between W^m B Whitehead & the creditors of C Finney dec'd Plaintiffs, & R H Whitfield as adm^r of C Finney & as trustee under a deed of trust for the benefit of Edward Walker, Benj Sutton, Jas H Bailey, M Davis H L Tyner, S B Russell, W^m B Verey, J C Meadow, & Jas C Blackwell & the said beneficiaries of said trust deed defendants, the undersigned one of the commissioners of said court, to whom was referred for settlement, by said decree the accounts of the debts due & unpaid named in the deed of trust executed by C Finney to R H Whitfield as trustee on the 25th day of January 1833; of the transactions of said R H Whitfield as adm^r of said C Finney & as trustee under said deed, reports to the court that on the 25th of February 1839, he issued notices to the several parties aforesaid, requiring them to attend the settlement of said accounts before him at his said office, on the 15th day of March last, which were acknowledged by the counsel for said parties. That the said R H Whitfield & the trust creditors by their counsel appeared before the commissioner in obedience to said notice, & he thereupon examined the vouchers & stated & settled the foregoing accounts of the transactions of said R H Whitfield as trustee under the deed of trust aforesaid, of the trust creditors claims, of the amount due each of said trust creditors out of the fund in the hands of said trustee & of the transactions of said R H Whitfield, as administrator aforesaid. The trustee of shows a balance due from said Trustee of \$1190.02 on April 24th 59 -

In said trustee of the said trustee is charged with in-

tent only when invested it having been collected prior to each term
 of the Circuit Court, in expectation of a decree for its distribution -
 In this account the trust fund is charged with the payment -
 to Geo H Bailey of his trust debt, it appearing from the answer of
 the trustee & from his examination before your commissioner
 that said trust debt receipted by said Bailey in full were received
 by the trustee in payment of the negroes ~~sett~~ from Feiner -
 for the trust negroes. The total balance due the trust creditors
 on Nov 30th 1838 as shown by the ac is \$ 2694.96. The trust fund
 being insufficient to pay this balance, your commissioner has
 ascertained & reported what each creditor named in the trust
 deed should receive to equalize the amount already re-
 ceived from the trustee & also the final distribution of the
 trust fund among the trust creditors. The ac of the said
 administrator's transaction shows a balance due from him
 of \$ 582.38 on Nov 30th /38.

Given under my hand as commissioner of a said
 the day & year first aforesaid.

C. B. Hayden

M. L. Head

as
 Attorney & Trustee

Commissioner Hayden

Report of Trust &

Administration

Ac. of Trust

debts - - -

ap. 12th 1839 filed

(No 1)

1856

Jan 24 To Balance as per last acf 13170
 Jan 24 " One years interest on - 790 \$139 60

1856

Aug 1 By Nego Hies to date when Finney's
 interest terminated by his death - 11708

1857

Jan 24 " Balance due Trustee as per delib. 2252 \$139 60

1857

Jan 24 To Balance due Trustee as per last acf 2252
 " Expenses of Trustee to Richmond
 on business of Trust & two trips &
 transp. of Trust 2500

Nov 2 " Amt paid S. B. Nafleet on
 Trust Bonds - 30000

" 24 " do N. L. Tynes - do - 40000

Dec 14 " do M. Davis - do - 15000

1858 Jan 24 " Int on 15000 paid Davis from Dec 14th to date 100

" " " do 40000 do Tynes from Nov 24th " 200

" " " One years Int on \$22.52 - 135

" " " Commissions on \$2710.61 - 135.53

" " " Balance as per contra - 167321 \$2710 61

1857

March 1 By amount rec'd on Insurance Policies 2620 08

Oct " Interest on do to date while
 in Bank - 59 84

1858

Jan 24 " Interest on (2245.92) being 2679.92 less
 commissions payment to Nafleet from
 Nov 2nd/57 when reinvested to date 30 69 \$2710 61

1838

April 17 To Cash paid Attorney for attending
 to taking deposition in
 Lynchburg - 1500

July 30 " do B. Sultan in his own right &
 as assignee of E. Walker on
 Trust Bonds - 45000

" Mrs. Kelly Attorney for Trustee
 in this suit fee of - 3000

1859 Jan 24 " To Interest on 45000 amt paid Sultan
 from July 30th to date - 1394

" " " Commissions on \$14.93 - 325

" " " Balance as per contra - 123095 \$173814

1858

Jan 24 By Balance as per last acf - 167321

April " " Interest on to date - 2410

Sept " " do from June 24th when reinvested
 to date 2410

1859

Jan 24 " do from Nov 24th when reinvested
 to date - 1673 \$173814

1859

April 24 To this amount retained to pay
 Commissions for this acf & ac of
 debts due trust creditors - 3000

" " " Commissions on \$18.46 92

" " " This amount retained to pay cats
 in this suit now due properly
 chargeable to trust fund - 2847

" " " estimated cats of do - 500

" " " Balance due by Trustee
 on this date as per contra - 119002 \$124941

1859

Jan 24 To Balance on this date as per above acf 123095

April 24 " Interest on to date - 1846 \$124941

C. Finney

In account with R H Whitfield his Trustees -

1854
 Jan 12 To Cash paid Policy of Life Insurance 30 64
 " 24 " Balance as per contra 70 89 \$ 101 53

1854
 Jan 1 By Amount of Negro Hires for 1853
 from Geo T Puerden - 41 66
 " " " do from Ames & Staker for 1853 54 87
 " " " do W^m Goodson 500 \$ 101 53

1854
 May 19 To Cash paid Policy of Life Insurance 58 44
 Jan 26 " do W^m B. Dezer in Trust Bond 50 00
 Feb 13 " do J^d B. Hasket do - 50 00
 1855
 Jan 24 " Balance as per contra 131 70 \$ 290 14

1854
 Jan 24 By Balance as per last a/c. 70 89
 1855
 Jan 1 " Amt of Negro Hires for 1854, (Negroes
 retained by C. Finney) - 215 00
 " 24 " One year interest on \$70.89 - 42 5 \$ 290 14

1855
 To Cash paid Clerks Tickets - 2 00
 March 12 " do Mr. Davis in Trust Bond - 13 90
 " 22 " do Benj Sutton " 21 44
 " 24 " do H. & Tyner 12 50
 May 20 " do Policy Life Insurance 59 24
 Oct 15 " do Geo H Bailey Trust Bonds
 & Interest in full to date 310 84 \$ 469 92

1855
 Jan 24 By Balance as per last a/c 131 70
 1856
 Jan 1 " Negro Hires for 1855, (Retained by C. Finney) 215 00
 " 24 " Int for one year on 131.70 - 7 90
 " " " Balance due Trustee as per debit. 115 32 \$ 469 92

Creditors -
Names brought over

This column shows by the parties requiring their money, payment had been made - that is to say, it is an acknowledgment of payment.

Doll. Cents

Mrs Rebecca Finney
Gimpson & Sons ap^{ts} of Bailey
Davis, Nolen & Co. ap^{ts} of Bailey
W. B. Whitehead
Mrs. R. Kilby
C. B. Haydon
Mrs. R. Kilby
John R. Kilby

Retained at her request to be applied for benefit of Dr. Finney's ^{children & her} estate
J. F. Crocker atty for Dr. Finney & Son
J. F. Crocker atty for Lewis & Co.
John R. Kilby atty for debt Whitefield
John R. Kilby (cont)
John R. Kilby atty. for pets
(clerk's coats & Shff. coats n. pets)

129. 39
10. 53
10. 44
9. 99
30. 00
~~30. 00~~
16. 50
11. 50

Respectfully Submitted
R. H. Whitefield
admn & trustee of
C. Finney's est

Whitehead &
Finney & Co
Report by
R. H.
Whitefield

To be filed among papers of
Whitehead & Co. & Finney's est
These are payments made by
me as trustee & adm of C. Finney
to his creditors under decree of court
1859

This is a statement of the names of the creditors of C. Finney ~~de~~, and the amounts ~~de~~ -
- owed to be paid them, by R. N. Whitfield trustee & admin of said Finney at the day term 1857
of the Circuit Court of Isle of Wight County, in the case of W. B. Whitehead & al. against Finney
Admin & al. - with the receipts of the payment to the parties entitled - as will appear below

This contains the names of the Creditors	This column, or space, contains the names of the said Creditors, signed by them as receipt for the payment made to them, or their attorneys	Those columns show amt. paid to each
		Dollars Cents
W. B. Verney	paid to A. S. Nock trustee & atty for W. Verney - by check on N. S. Bank -	109 68
Geo. C. Blackwell	Sent a check June 1 st to Westward & Jobb atty for Blackwell at his request	234 60
J. B. Kofflett	John R. Kelly atty	102 88
Benjamin Sutton	The amount due Sutton ^{receipt taken} as assignee of Walker, paid by check on Norfolk Savings Bank	194 00
H. L. Tynes	from a to Tynes, see his receipt filed -	649 10
Eliezer Davis	paid by check on N. S. Institution to R. W. Baker atty for same	72 44
N. E. Pruden	Resid Payment J. Pruden - for N. E. Pruden	26 51
W. H. Darden	Dixon W. Kitchen for W. H. Darden	1 45
J. M. Kelly	John R. Kelly atty	4 80
Joshua Bradshaw	Joshua Bradshaw	0 65
J. W. Carpenter & Co	John R. Kelly atty	14 93
R. Ragland	pd by check on N. S. Institution to R. W. Baker his atty -	6 16
Wm W. Wright & Son	John R. Kelly atty	34 90
E. M. Finney	E. M. Finney	5 11
W. C. Darden	C. B. Hayden	18 08
J. S. Whitfield ^{or} D. Paul	Retained by R. N. Whitfield atty -	37 88
Wicks & Clements	Wicks & Clements	1 95
Allen Edwards: Admin	As Mrs Rebecca Finney is security on this claim & has p ^d - the amount goes to her -	2 60
H. L. Gray	C. B. Hayden	12 20
G. W. Bunting	Geo. W. Bunting	1 42
W. P. Wright	Junior R. Gray for Wm P. Wright	2 15
S. F. Hall	Geo. F. Hall	75
J. M. Dashiell	J. M. Dashiell	8 60
Wilmington Herald	G. R. Hutchinson atty	2 79
Davis Edwards	Davis Edwards	3 53
S. S. Wilson	J. Junius Wilson	4 63
W. H. Lippert	G. R. Hutchinson atty	5 50
Wm K. Wilson	By J. Junius Wilson	6 21
Wm A. Butler & Co	Wm A. Butler & Co for W. A. Butler	34 38
N. P. Phillips & Son	N. P. Phillips	21 08
Wm W. Darden	N. P. Phillips for Wm W. Darden & Co	2 26
Britton Edwards	William B. Edwards for Britton Edwards	20
Mr. Stephenson	Joseph Stephenson	09
Thos. E. Outlaw	Thos E. Outlaw	6 46
Mo. Batt	John Batt	09
Nathan White	N. H. White	3 05
J. H. Godwin	retained by R. N. Whitfield p ^d to Spinner Geo. J. H. Godwin & Co	16
Ely Pierce	retained by R. N. Whitfield	2 46
J. B. Crumpler & Son	J. B. Crumpler & Son	4 50
D. W. Kitchen	Dixon W. Kitchen	1 16
A. M. Alister	John R. Kelly atty	1 18
Henry Calcutt	A. S. Calcutt for Henry Calcutt.	2 88
Sarah Bailey	R. W. B. Darden for S. J. Bailey	4 90
M. E. Marshall	M. E. Marshall	68
Newton Saunders	paid to Mr. W. Saunders in my presence J. H. P. Crumpler	4 20
W. Foltz	Wm Foltz	5 36

9¢. + To Thos. E. Outland \$6.46. To Mrs. Babb 9¢. + To Nathan White \$3.05.
 + To J. H. Goodwin \$5.16. + To Eley Pierce \$2.46. + To J. B. Crumpler & Bro.
 \$4.50. + To R. W. Kitchen \$1.56. + To A. McAtister \$1.18. + To Henry
 Callicote \$2.88. + To Sarah Bailey \$4.90. + To M. C. Marshall 68¢.
 + To Vernon Samuels \$4.20. + To Wm. Folk \$3.32. + \$2.04. To
 + Mrs. Rebecca Finney \$129.39. + To Simpson & Brother appt. of
 Bailey \$10.53. + To Davis, Nolin & Co. appt. of Bailey \$10.44.
 + To Wm. B. Veasey \$3.05. + To Mrs. C. Blackwell \$12.73. * To J. B. Knight
 \$15.93. + To Benja. Sutton P. \$24.46. + To Micajah Davis \$9.17.
 To + Wm. B. Whitehead \$9.99. And that the said Whitefield trustee
 aforesaid pay to the parties entitled the costs allowed in his
 account by said Commissioner as fr. report No. 1. & make
 report of his proceedings as said trustee & as administrator
 under this decree to Court.

Acopy

Teste

J. C. Latimer D.C.

All there are paid over to
 the Treasury - by order of the
 day - Aug 11, 1883 - North side
 of the N. Atlantic -

(Exd.)

Wm. B. Whitehead Jals.

By Copy Deane

es.

Finney's adm't. to

At a Circuit Court Continued & held for Isle of Wight
County on the 18th day of May 1859.

William B. Whitehead Pls:

Defts:

Against In Chancery

Robert W. Whitfield Adm^r. of R. L. Finney decd. & as trustee Defs.

This cause came on this day to be again heard on the
papers formerly read - & on the report of Commissioner Hayden,
made pursuant to the decree of May Court 1857. & on the Depo-
sitions ^{& other evidence} filed with the said report - & on exceptions filed to said
report. And was argued by Counsel: On consideration whereof
the Court doth overrule the said exceptions to said Commissioner's
Report, & doth adjudge - order and decree that R. W. Whitfield
trustee for R. L. Finney, pay the sum of Twelve Hundred and fifty
nine Dollars - & Eighty one cents, as appears by said report N^o. 1.
Page 6 - to be liable to Distribution as follows, To Wm B.
+ Veasay \$106: 63, - To Geo. B. Blackwell \$222: 13. To J. B. Norfleet
\$86: 95. + To R. Sutton \$169: 54. + To W. L. Sykes \$591: 30. + To M.
Davis \$63: 27. To himself (Whitfield) \$19: 99. And the court doth
further adjudge order & decree - that Robert W. Whitfield as
Adm^r. of R. L. Finney decd: pay the sum of \$582: 38. in his hands as
such Adm^r. as appears by report N^o. 1. page 7. To the following
Creditors of R. L. Finney as appears by report N^o. 2. page 5.
To wits - + To N. E. Landon \$26: 54 + To Wm H. Darden \$1: 45. + To Jm.
Kilby \$4: 80. To Joshua Bradshaw \$ - 65¢. + To G. W. Carpenter & Co.
\$14: 93. + To H. L. Sykes \$57: 80. To R. Rayland \$6: 16. + To Wm W. Wright
\$3: 05. + \$20: 96. To Wm W. Wright & Co. M. Finney \$10: 21. + To M. E. Darden
\$18: 08. + To Geo. G. Whitfield (D. A. Paul Security) \$37: 83. + To Wicks &
Clements \$1: 95. + To Allen Edwards' adm^r. \$2: 60. + To H. L. Gray ^{id est} \$12: 20.
+ To G. W. Bunting \$1: 42. + To Wm W. Wright oped: of M. Johnson \$5: 79.
To Wm P. Wright \$2: 15. + To G. J. Hall 75¢. + To J. M. Dashiell \$8: 60.
+ To Wilmington Herald \$2: 79. + To Davis Edwards \$3: 53. + To S. J. J. Wilson
\$4: 63. + To W. H. Lippert \$5: 50. + To Wmble & Wilson \$1: 25. + To
Hon A. Butler & Co. \$34: 38. + To N. P. Phillips \$17: 76. + \$1: 72. as aped: \$2: 21.
+ To Mills W. Darden \$2: 26. + To Britton Edwards 20¢. To Jos. Stephenson

Whitchard &

Or.

Finney's adw &

1857

May 1st

Deeree

To be entered

R. H. Baker

Whitfield &c

vs.

Finney's adrs &c

This cause came on this day to be heard on the Bill taken for contempt as to the Defendants except Ro. H. Whitfield as admr, & Trustee, Jas. B. Norfleet & John H. Bailey, and on the answers of the said Whitfield Norfleet & Bailey, ^(the last being filed this day) replications to said answers, Exhibits filed with the said Bill, and was argued by counsel; On consideration whereof the Court doth adjudge, order and decree that a Commissioner of this Court, take the following accounts -

1st an account of all debts due and unpaid, of the debts named in the Deed of Trust executed by C. Finney on the 25th day of January 1853 to Ro. H. Whitfield Trustee.

2^d an account of all outstanding debts due by C. Finney -

3^d an account of the transactions of Ro. H. Whitfield as admr. of C. Finney decd,

4th an account of the transactions of Ro. H. Whitfield as Trustee under the Deed from

C. Finney, dated 25th day of January 1853. ^{charging him as Trustee with the proceeds of the Policy of Life Insurance referred to in the proceedings}

and make report to Court of his proceedings under this decree, with any matters specially stated seemed pertinent by him or that may be required by any one to be so stated -

Wm B. Whitehead & Co.

vs.

Copy Deeds

Finney & Co. Admrs.

Ch. & Circuit Court Continued and held for City of Wright
County on the 14th. day of May 1857.

William B. Whitfield being for himself and all other Creditors
of Dr. Cravley Finney decd. who may make themselves parties
on the usual terms

Defts

against

~~vs~~

In chry.

Robert H. Whitfield admr. of Cravley Finney decd, and as
Trustee in a deed of trust executed by said Finney for the benefit of
Edmund Walker, Benjⁿ Sutton, John H. Bailey, M. Davis, H. Higgins,
J. B. Norfleet, Wm B. Veasey, J. C. Meadows & C. Blackwell —

Defts

This Cause came on this day to be heard on the bill taken
for — Confessed as to all the defendants — Except Robert H. Whitfield
as administrator and trustee, James B. Norfleet and John H. Bailey
and on the answers of the said Whitfield, Norfleet & Bailey, the last
being filed this day, Replications to said answers and exhibits filed
with the said Bill, and was argued by Counsel; On Consideration
whereof the Court doth adjudge, Order and Decree — that a Com-
missioner of this Court take the following Accounts; first, An
Account of all debts due and unpaid of the debts named in the
deed of trust — Executed by C. Finney on the 25th day of January
1853. to Robert H. Whitfield trustee; second — An Account of all
Out Standing debts due by said Finney, Third, An Account of
the transactions of Robert H. Whitfield as admr. of C. Finney decd;
Fourth, An account of the transactions of Robert H. Whitfield as
trustee under the deed from C. Finney, dated 25th day of January
1853. Charging him as trustee with the proceed of the policies of
life insurance referred to in the proceedings; And Make report
to Court of his proceedings under this decree, with any matters
Specially stated deemed pertinent by himself — or that may be
required by any one to be so stated.

a Copy

Teste. J. C. Latimer J.C.

Whitehead 9

27.

Journey Sal.

May co. 1838

To be entered

R. H. B.

Entered

Whitehead &c

27

Simms adm tal.

By leave of the Court, this
day granted Ro. W. Whitfield filed an
amended answer in this cause &
the pt. replication to the same &
the cause is continued

drafts; and the question is whether, under
such circumstances, Bailey, or his payee,
shall be allowed to set up the drafts
as the evidence of a debt to be paid out
of the trust subject to the injury of
the trustee and the other creditors? my
opinion is that inasmuch as Bailey has
been guilty of the fault of so dealing with
the money he has either as to involve the trustee
in loss and injury, that Bailey should
bear the burden, and that the settlement
of the account should be sustained.

R. H. Baker

Whitehead & Co

Whitehead Trustee
& Co

note by the

Trustee

May 20 1859.

R. H. Baker

Whitehead & Co

²
Whitfield Trustee & Co

- The court is of opinion that the exception of Simpson & Brothers Ltd should be overruled and the Report of the Comptroller confirmed.
1. John B. Bailey is an incompetent witness; he is one of the defendants, and altho he has been released from all liability to the drawer or payee of the drafts referred to in the report, still if he fails to make good his debt against Finney, or the claims of his drawers to the same, he will be responsible for the costs arising out of the controversy so provided by them, from which costs he cannot be released by the said drawers.
 2. But whether Bailey, as a witness, be competent or incompetent, the exception I think should be overruled. Whitfield as trustee was bound under the deed for the heirs of the slaves which were due from Finney, and Bailey with a knowledge of that fact, succeeded to Finney, the debtor and obligor, the bond in question which Finney paid over to Whitfield in discharge of Finney's said debt for heirs, by reason of which Whitfield discharges Finney from the payment of the debt for heirs, and charges the trust subject for the same amount in satisfaction of Bailey's preferred demand secured by the deed. In this situation the matter continues for one, ~~two~~ two years, without, as far as the record shows, any notice whatever, to the trustee & the other creditors of the failure or dishonor of the said

Whitehead &

v

Whitfield Justice

1859

May Court decree

To be entered

R. H. Baker

as such admr. as appears by Report No. 1. page 7, to
the following creditors of C. Timney as appears by said
Report No. 2. page 5. to wit. to N. E. Pruden \$26.57- to
W. H. Dawson \$1.45- to Joshua Bradshaw .65- to J. M. Kelly
\$4.80- to G. W. Carpenter \$60. \$14.93- to H. L. Iznes
\$57.80- to R. Ragland \$6.16, to Wm W. Wright \$3.05 and
\$20.95- to W. W. Wright & E. M. Timney \$10.21. to M. E.
Dawson \$18.08- to Mrs. G. Whitfield (D. A. Paul security) \$37.83; to
Wicks & Clements \$1.95- to Allen Edwards' admr \$2.60- to H.
L. Gray \$12.20- to G. W. Bunting \$1.42- to W. W. Wright
afree of M. Johnson \$5.79- to Wm P. Wright \$2.15- to G.
T. Hale ~~\$6.75~~ to Thos. M. Dashiell \$8.60, to Wilmington
Herald \$2.79- to Davis Edwards \$3.53- to S. J. Wilson
\$4.63- to W. H. Lippert \$5.50- to Wmble Hurlson
\$1.25- to W. A. Butler \$60. \$34.38- to A. P. Phillips
\$17.76, + \$1.72 (as apf mco) + \$2.21- to Mills W. Dawson
\$2.26- to Britton Edwards 20c- to W. Stephenson 9c-
to Mrs. E. Outland \$6.46- to Mrs. Babb 9c- to Nathan
White \$3.05, to Jas. H. Gordon \$5.16- to Ely Pierce
2.46- to J. B. Crumpler \$Bro. \$4.50- to D. W. Ketchum
1.56- to A. Mcalister 1.18- to Henry Calcott 2.88-
to Sarah Bailey 4.90- to M. E. Marshall 68c- to Anson
Saunders 4.20- to W. Jock 3.32 + 2.04- to Mrs Timney
\$129.39- to Simpson \$Bro. afree of Bailey \$10.53- to Davis
Howlin \$60. afree of Bailey \$10.44- to Wm B. Vasey 3.05
to Mrs. C. Blackwell 12.73, to Jas. B. Asfleet
\$15.93- to Benja. Sutton & \$24.46- to Micajah
Davis 9.17- to W. B. Whitehead \$9.99-

And that the said Whitfield Trustee aforesaid
pay to the parties entitled the costs allowed in his
acct. by said Comr. as per report No. 1. ~~xxx~~ - and
make report of his payments as said Trustee has
admr. under this decree of Court-

Whitehead &c.

27

Whitfield Trustee

This cause came on this day to be again heard on the papers formerly read, and on the reports of Comr. Hayden, made pursuant to the decree of this Court 1857, and on the Definitions and other evidence filed with the said report, and on exceptions filed to said report; and was argued by counsel. On consideration whereof the Court doth overrule the said exceptions to said Comr. Report, and

~~and the Court~~, doth, adjudge, order and decree that Ro. H. Whitfield trustee for C. Finney, pay the sum of \$1259.81, as appears by said Report, ^{no. 1} page 6, to be liable to distribution as follows - To Wm B. Vosey \$106.63 - To Bro. C. Blackwell \$222.13 - To J. B. Anfluet \$86.95 - To B. Sutton \$169.54 - To H. L. Zynes \$591.30 - To M. Davis \$63.27 - To himself (Whitfield) \$19.99.

And the Court doth further, adjudge, order and decree that Ro. H. Whitfield as admr. of C. Finney dec^d pay the sum of \$582.38 in his hands

+ +0
Whitehead &
v

Whitfield &

1839

Act Court

Decree

To be entered

R. H. Baker

James

10th Oct

Whitehead &c

vs.

Whitfield Trustee &c

This cause came on this day to be again heard on the papers formerly read & on the Report of Ro. N. Whitfield ^{decd.} as Trustee & as admr. of Crawley Finney ^{decd.} made pursuant to the decree of May Court 1859, to which there is no exception, and was argued by Council. On Consideration whereof the Court doth adjudge, order & decree that the said report be confirmed & that the proceedings had in this cause be confirmed & made final between the parties.

Finney's case

Finney owed Bailey & gave Bonds named in Deed & afterwards surrendered the Bonds for acceptances, which were never paid - Finney paid these Bonds over to the Trustee for negro hire - Now Bailey claims that he should still participate in the Trust fund -

By taking the acceptances & surrendering the Bonds we claim he designed (and intended) to take a new security for the old one - nothing could be more clear - These bonds thus paid by Finney cancelled his indebtedness in the Deed to that extent, & thereupon whitified the Trustee surrendered to Finney apoth, under the Deed of Trust to that extent - Bailey has by his act in surrendering the Bonds, justified the Trustee in Believing & treating them as ~~cancelled~~ assigned over to Finney - Suppose Bailey had assigned these Bonds to me, or had transferred without assignment the same to me, & the Trustee had paid them, could Bailey afterwards be permitted to claim^{partly} them as against the Trustee, whether I had got them by paying money for them or by giving my draft or other paper which I might feel to pay? surely not - whether therefore the acceptances did ~~change~~ the debt so far as Bailey is concerned or not - he has by his act, ~~yet~~ parted with his debt as originally secured for a new demand & cannot now complain if he is held to his bargain - certainly the Trustee should not be made to lose by his acts - The acceptances were taken as a discharge

of the debt prima facie & if so Bailey has no claim
Taylor, ad v. Bank of Ala., 5 Lipp p 477. — & as
nothing appears on the Bond to show that Bailey
retained any claim to them, Whitfield should
be protected as he may become an innocent
holder of them

Whitfield came honestly by the
Bonds, is entitled to them, unless fraud
is shown Wilson v. Lazier 11 Lipp p 482.
If Whitfield had the right to use the trust
apitts to pay the debts in the deed & the negro
hires were a part of such apitts, & having
thus applied them (and obtained the Bonds
secured in the deed, it will not do for the
party to say, "It is true I accepted other notes
for the Bonds secured to me, but as these new
notes are not paid, I will resume my former
securities" — moreover there is no privity between
Bailey & Whitfield, to demand repayment of
Whitfield — The trustee should not be
made to suffer from Bailey's confidence in
other securities not paid & lost by the trustee
& over which the trustee had no control —

The claim that Bailey's debt must now
be repaid so far as he is concerned & Whitfield
allowed the amount as a credit in his trust
acct.,

John R Kelly
att'y for the trustee
12 Feb 1838

Whitehead &c.

vs

Turney's adm &c

5 Exhibits filed with
Comptroller's Bill

(L.A.)

At a Court held for Isle of Wight County on the
first day of December 1856.

On the Motion of Robert W. Tuttlefield (with the Consent
in waiting of the Widow.) who made oath, and with N.
P. Young his Security, who testified entered into and acknowledged their bond in the penalty of \$1000, conditioned
according to law, Administration is granted him on the
Estate of Bradley Himey Decd. in due form.

A copy

Teste. H. C. Latimer D.C.

22

AAAAAAAAAAAAAAAAAAAA

(B)

17

any one who has been
and who has been in the
to the fact that the
the fact that the
the fact that the

the fact that the
the fact that the
the fact that the

1867

1867

1867

\$ 53.00.

Two days after date I promise to pay
to the order of Wm B. Whitehead the sum
of Fifty three Dollars and _____ Cents, for value
received. For the payment of which sum I bind my self my heirs,
executors, and administrators, severally and jointly, firmly by these presents; As witness
my hand and seal this 14th day of June 1853

Test:

Crawley Finney

SEAL.

SEAL.

Cor B. A. Lister

6

\$50 75

to the order of *Wm B. Whitehead* *One day* after date *I* promise to pay
of *Twenty* Dollars and *—* the sum
received. For the payment of which sum *I* bind *my* self *for* heirs,
executors, and administrators, severally and jointly, firmly by these presents; As witness
my hand and seal this *1st* day of *October* 18*53*

Test:

C. Finney

SEAL

SEAL

C. Linnay

To 3rd Trust Dec

Re. H. Whitfield & Co.

(S. J.)

To have and to hold the said life Interest in said Negroes
above named; And the Policies of Insurance as above mentioned
to him the said Robt. Whitfield & his heirs and Executors: But for
the following purposes & trusts Nevertheless, That the said Robt. H.
Whitfield shall hire or cause to be hired out, the said Negroes,
and shall collect the said hires and apply the same to the pay-
ment of the debts herein before mentioned - pro. rata; And in
the event of the death of said Finney to apply the said Policies
or the avails thereof as far as may be needed to the discharge of
of said debts, And the said Whitfield is not authorized by this
Indenture to sell the life interest in said Negroes, such not
being the wish and it is believed - would not be to the interest
of the creditors - for the reasons before given, but only, as to the
said Negroes - to apply the hires as aforesaid, And the said
Whitfield is hereby fully empowered to employ any one as agent
to hire out said Negroes. But if the whole of said debts be paid
off - then, all the property herein conveyed to be reconveyed to
said Finney - or in such manner as he shall direct. Witness
Our hands and seals this the day and year first above written.

Witness
J. T. Pardon
W. J. Pardon

L. Finney Seal
Robt. H. Whitfield

In the Clerk's office of Isle of Wight County Court - Sept. 5th
1853. this deed was recd. and was acknowledged by Robert H.
Whitfield & continued, And on the 7th day of March 1855.
the same was acknowledged by Lawrence Finney - and
admitted to record.

A Copy
Geste.

H. L. Latimer D.C.

This Indenture Made this the 25th day of January 1853: between
Crawley Finney of the one part, Ro. H. Whitfield Trustee of the 2^d part
both of Isle of Wight County, and State of V.^a. And the several parties
hereinafter mentioned, being creditors of said Finney of the third part,
Whereas the said Finney is justly indebted as follows, to Edward
Walker 310\$ in 5 ~~months~~ Notes for 62\$ each payable in 1-2-3-4
and 5 years from 1st Jan'y: 1853; To Benjamin Sutton 415\$ in 5
Notes of 83\$ each payable in 1-2-3-4 & 5 years from 1st Jan'y: 1853.
To John H. Bailey 265: 98\$ in 3 notes payable in 1-2 & 3 years from
1st Jan'y: 1853. To Micajah Davis 265\$ payable in 5 notes of
53\$ each from 1st Jan'y: 1853 in 1-2-3-4 & 5 years; To Henry L.
Tyms in one note for 375. endorsed by Robert Lawrence & dated
1852; To H. L. Tyms one note for 150\$ endorsed by David Jordan
dated 1852. To H. L. Tyms for one note for 474\$ payable on dem'd.
and dated 1st Jan'y: 1853; To Jas. B. Norsted 500\$ in 5 Notes of
100\$ each payable in 1-2-3-4 & 5 years from date — To Amos B. Casey
200\$ in 5 notes for 20\$ each payable in 1-2-3-4 & 5 years from 1st
Jan'y: 1853 — J. C. Meadow for one note for 165\$ payable to H. L.
Tyms — To — Blackwell 5 Notes payable 1-2-3-4 & 5 years for
42\$ each — All of which debts he is anxious to secure the certain
payment of. And whereas the said Finney has a life interest in
the several negroes herein after mentioned — which it is believed
will be more available for the purpose of paying the debts aforesaid
by the arrangements herein set forth, than the sale of the life interest
which would necessarily be sacrificed, especially when the annual
hires are to be considered; Therefore This Indenture Witnesseth—
That for and in consideration of the premises and the further sum of
one dollar in hand paid to the said Robert H. Whitfield trustee — by
the said Crawley Finney, He the said Crawley Finney does hereby,
sell bargain & convey unto the said Ro. H. Whitfield, his representa-
tives, all of his the said Finney's life interest in & to the following
negro Slaves, viz. Nancy the Elder, & Nancy the younger, Joe, Aure-
lia, Charlotte and Minerva — also — two Policies of life Insurance
the one for two Thousand Dollars — N^o. 5.557. and the other for One
Thousand Dollars — N^o. 9.525. both Policies being of the office of the
Mutual Benefit & Life Insurance Company New Ark, New Jersey;

(E.)

Mutual Benefit Life Insurance^{Co.}
151 Market St. N. Y.
Decr. 29. 1856

The Mutual Benefit Life Ins. Co.
To

For Insurance under Policy No. 5557

Crawley Finney \$ 2,000.00

For Insurance under Policy

No 9525 Crawley Finney 1,000.00
Co. \$ 3,000.00

By Premium note 5557 248.28

" Interest 10.04

" Premium note 9525 114.90

" Interest 6.70 = 379.92
\$ 2,620.08

The above is a correct Copy of the statement furnished
me by the Mutual Benefit Life Ins Company and by
which I settled with R. H. Whitfield Esq Administrator
Paying him the Cash balance of Twenty six hundred & twenty
⁰⁸/₁₀₀ dollars — Richmond Va July 15th 1857 — J. W. Knowles, Agt

Whitehead &c.

or.

Finney's adn &c

2 Exhibits filed with
Jas. B. Moffett's
answer.

[illegible]

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY.

NEWARK, N. J.

THIS POLICY OF INSURANCE WITNESSETH,

ANNUAL PREMIUM

\$ 5.00

SUM INSURED

\$ 2000

TERM OF

Life

That **THE MUTUAL BENEFIT LIFE INSURANCE COMPANY**, in consideration of the sum of Five dollars and 00 cents, to them in hand paid by Robert S. Vanden and of the annual premium of Five dollars and 00 cents, to be paid on or before twelve o'clock, M., on the Twentieth day of June in every year during the continuance of this Policy, **Do Assure** the Life of Robert S. Vanden of Charleston City Co. in the County of Sumter State of Virginia in the amount of Two Thousand dollars, for the term of Life.

And the said Company do hereby Promise and Agree, to and with the said assured, his executors, administrators, and assigns, well and truly to pay, or cause to be paid, the said sum insured, to the said assured, his executors, administrators, or assigns, within ninety days after due notice and proof of the death of the said Robert S. Vanden deducting therefrom all Notes taken for premiums on this Policy, unpaid at that time.

Provided always, and it is hereby declared to be the true intent and meaning of this Policy, and the same is accepted by the assured upon these express conditions, that in case the said Robert S. Vanden

shall die upon the seas, or pass beyond the settled limits of the United States, without the consent of this Company previously obtained, and endorsed upon this Policy, (excepting into the settled limits of the British Provinces of Canada, Nova-Scotia, or New-Brunswick,) or shall, without such previous consent thus endorsed, visit those parts of the United States which lie south of the southern boundaries of the States of Virginia and Kentucky, or west of the settlements on the western bank of the Mississippi River, between the first of July and the first of November, or shall, without such previous consent thus endorsed, enter into any military or naval service whatsoever, (the militia not in actual service excepted;) or in case he shall die by his own hand, in, or in consequence of a duel, or by reason of intemperance from the use of intoxicating liquors, or by the hands of justice, or in the known violation of any law of these States, or of the United States, or of the said Provinces, this Policy shall be void, null, and of no effect.

And it is also Understood and Agreed, to be the true intent and meaning hereof, that if the declaration made by the said Robert S. Vanden and bearing date the Twentieth day of June 1878 and upon the faith of which this agreement is made, shall be found in any respect untrue, then and in such case, this Policy shall be null and void: or in case the said Robert S. Vanden shall not pay the said annual premiums on or before the several days hereinbefore mentioned for the payment thereof, then and in every such case, the said Company shall not be liable to the payment of the sum insured or any part thereof: and this Policy shall cease and determine.

And it is further agreed, that in every case where this Policy shall cease, or become or be null or void, all previous payments made thereon, and all profits, shall be forfeited to the said Company.

N. B. If Assigned, notice to be given the Company, and the party to whom the Policy is transferred, must sign all premium notes with the assured.

In Witness whereof, the said Mutual Benefit Life Insurance Company,

1840
Jan 1st
Feb 1st
Mar 1st
Apr 1st
May 1st
Jun 1st
Jul 1st
Aug 1st
Sep 1st
Oct 1st
Nov 1st
Dec 1st
Total

1841
Jan 1st
Feb 1st
Mar 1st
Apr 1st
May 1st
Jun 1st
Jul 1st
Aug 1st
Sep 1st
Oct 1st
Nov 1st
Dec 1st
Total

Dollr 100

Four years after date I promise to pay to Jas B. Norfleet or order One Hundred Dollars, with interest from date for value received, for which payment will & truly to be made I bind myself my heirs & administrators, At witness my hand & seal this 1st Jan, 1853

C. Finney

Dollr 100

Five years after date I promise to pay to Jas B. Norfleet or order One Hundred Dollars, with interest from date for value received, for which payment will & truly to be made I bind myself my heirs & administrators At witness my hand & seal this 1st Jan, 1853

C. Finney

Doll^r. 100^{cs}.

One year after date I promise to pay
to James B. Norfleet or order or assigns, One
hundred Dollars with interest from date
for value received for which payment will
& truly to be made I bind myself my heirs ex
ecutors &c, As witness my hand & seal this
1st day of Jan^y 1853.

C. Finney *Secy*

Doll^r. 100^{cs}.

Two years after date I promise to
pay to Jas. B. Norfleet or order or assigns One
hundred Dollars with interest from date
for value received, for which payment will
& truly to be made I bind myself my heirs
executors & administrators, &c as witness my
hand & seal this 1st day of Jan^y 1853.

C. Finney *Secy*

Doll^r. 100.

Three years after date I promise to
pay to Jas. B. Norfleet or order or assigns
One Hundred Dollars with interest from
date, for value rec^d for which payment
will & truly to be made I bind myself
my heirs executors & administrators, &c as witness
my hand & seal this 1st day of Jan^y 1853.

C. Finney *Secy*

Paper of Lynes & Lavinna
 Position of Finney to
 Dr. Bushfield's house -
 In regard to removal of
 houses of Finney -

ok but in the
Amended Answer

7

Whereas, Robert R. Whitfield is trustee in a deed of trust executed
of record in the Clerk's office of the State of Georgia, by the said Robert R. Whitfield,
conveying certain negroes, Nancy & children & in 1847, to secure
us with certain other creditors: and whereas the said Robert R. Whitfield has
removed the said negroes to Carolina without the consent, or knowledge
of said trustee - Therefore in acquit said Robert R. Whitfield of all claims
and do hereby release said Robert R. Whitfield or trustee from all respon-
sibility, if any, which may arise in consequence of said removal
hereby my hand given the 6. July. 1854 -

H. P. May C
W. R. Lawrence D

(A)

Filed with depts: of
Bailey. Kean
Court

(B)

Filed with depts:
J. H. Bailey:
Kean
Court

Know all men by these presents that we Charles
 Simpson & C. M. Simpson, Merchants & partners trading
 under the firm & style of Simpson & Co., & who are the
 holders of a certain acceptance drawn by J. H. Bailey
 & accepted by C. Finney for \$122. $\frac{57}{100}$ dated Oct 15th
 1855 & payable to the order of J. H. Bailey 265 days
 after date, have released, & by these presents do
 release the said J. H. Bailey from all liability to
 us by reason of his being the drawer & endorser of
 said acceptance. Given under our hands,
^{and seals} This 10th day of February 1858. Charles Simpson (Seal)
 C. M. Simpson (Seal)

Know all men by these presents that we,
 George B. Davis and Benjamin H. Nowlin formerly
 partners of the late firm of Davis Nowlin & Co. composed of
 George B. Davis Benjamin H. Nowlin & Matthew B. Nowlin
 Merchants & partners trading under the firm
 & style of Davis Nowlin & Co., & who are the
 holders of a certain acceptance drawn by J. H.
 Bailey & accepted by C. Finney for \$119. $\frac{91}{100}$, dated
 Oct. 15th 1855 & payable to the order of J. H. Bailey
 135 days after its date, have released & do by these
 presents release the said J. H. Bailey from all
 liability to us by reason of his being the drawer
 & endorser of said acceptance. Given
 under our hands ^{and seals} This 30th day of March 1858.

George B. Davis (Seal)
 Ben. H. Nowlin (Seal)
 Mat. B. Nowlin (Seal)
 Geo. A. Davis (Seal)
 Ben. H. Nowlin (Seal)
 Geo. B. Davis Nowlin & Co.

(6)
Filed with Bailey's Depo.
Hear Case



2646.
C. Finney
\$119.94
March / 1

Synchburg Oct 15 1855

To C Finney
Putnamville
Va.

Respectfully
Jno A Bailey

Indmed.

Geo H Bailey

David Howland

Pay Wm W. Dimm Cash. a Turnstate Car by Geo C Saunders.

UNITED STATES OF AMERICA, }
STATE OF VIRGINIA, } ss.
NORFOLK COUNTY.

BE IT KNOWN, That on this *four* day of *March* in the year of our Lord one thousand eight hundred and *fifty six* at the request of *Wm H Williams*, the holder of the original of the above copied *Bill* I, *Jos Emmerson*, a Notary Public, in and for the County aforesaid, by lawful authority duly commissioned and sworn, did present the original of the above copied *Bill* (the time limited having expired) *at the Bank of Virginia at Portsmouth.*

and demanded payment thereof: WHEREUPON *I was answered*
"he has no funds here"

which answer not being satisfactory, and notice of my having PROTESTED the said *Bill* for non-payment, and that the holder look to *them* for payment of the same *having* been placed in the Post Office under cover directed to A Tunstall Esq Car Norfolk for the drawer & *endorser* of the said *Bill*. THEREUPON, I, the Notary, at the request aforesaid, did PROTEST, and by these presents do most publicly and solemnly PROTEST, as well against the *Drawer* *drawn out in & over* of the said *Bill* as against all others whom it doth or may concern, for all loss, damage, exchange, re-exchange, principal, interest, and costs already incurred, or to be hereafter incurred, for want of payment of the said original *Bill* -

IN WITNESS WHEREOF, I, the said Notary, have hereunto set my hand and affixed my Notarial Seal, the day and year above written.

Pro. and Rec,	- - -	1.00
3 additional Notices,	-	30
State Tax on Notarial Seal,		75
Charges, \$		2.05

Postage $\frac{3}{\$2.08}$

John Emerson Notary Public.



\$119.41

Lynchburg

Oct 15

1854

No.

One hundred & thirty five days after date

Pay to the Order of M. V. Bailey

One hundred & nineteen or 91 Dollars

Value Received, and charge the same to account of Bond taken on

T. C. Farnsey Respectfully

Portsmouth Va

M. V. Bailey

Sold by John P. Wright, Lynchburg, Va.

To be collected at the bank of the 1st of Nov or 1st of Dec

11/2 30 31 27 25

W. H. Bailey

Co.
C. Quincy

Bill - 122.54

Proport. 2.83

125.37

**UNITED STATES OF AMERICA, }
STATE OF VIRGINIA, } ss.
NORFOLK COUNTY.**

BE IT KNOWN, That on this ninth day of July in the year of our Lord one thousand eight hundred and eighty at the request of M. H. Wilson, the holder of the original of the above copied bill, I, W. H. Wilson, a Notary Public, in and for the County aforesaid, by lawful authority duly commissioned and sworn, did present the original of the above copied bill (the time limited having expired) at the Bank of the Commonwealth

and demanded payment thereof: **WHEREUPON** it was agreed - and having made diligent inquiry for the said currency, the payer, I was informed at the Bank that he did not reside in the town and that he had no agent here to transact his business -

which answer not being satisfactory, and notice of my having **PROTESTED** the said bill for non-payment and that the holder looks to them for payment of the same having been placed in the Post Office, under cover directed to W. H. Wilson, Bank of the Commonwealth, for the drawer and endorsers

of the said bill, **THEREUPON**, I, the Notary, at the request aforesaid, did **PROTEST**, and by these presents do most publicly and solemnly **PROTEST**, as well against the Payer drawer and endorsers, of the said bill, as against all others whom it doth or may concern, for all loss, damage, exchange, re-exchange, principal, interest, and costs already incurred, or to be hereafter incurred, for want of payment of the said original bill.

IN WITNESS WHEREOF, I, the said Notary, have hereunto set my hand and affixed my Notarial Seal, the day and year above written.

Pro. and Rec,	- - -	1.00
3 additional Notices,	-	30
State Tax on Notarial Seal,		1.50

Charges, \$ 2.80
1.00
1.80

W. H. Wilson
 Notary Public.

Indorsed.
 M. H. Wilson
 Bank of the Commonwealth
 July 9th 1880
 M. H. Wilson
 Bank of the Commonwealth
 July 9th 1880
 W. H. Wilson

Received by
 M. H. Wilson

1880
July 9th
1880
Accepted
W. H. Wilson

3365

Finney

(D)

\$122.54

filed with Bailey's

July 6/9

depo: Ream
Cont.

Protest & Post 2.88

\$125.42

Mr. J. A. Bailey

~~Chapman & Co~~

Pay to the order of
Cash or order

Wm. B. Clark of order

Pay to the order of Wm. B. Clark

Cash or order Geo. W. Clark

by A. B. Clark

To be collected at
the Bank of Virginia



\$122.54 Lynchburg, Oct 15 1855

Two hundred & sixty five days after date
Pay to the Order of Mr. H. Bailey

One hundred & twenty two 54 Dollars

Value Received, and charge the same to account. If none taken in
Respectfully

T. C. Finney
Portsmouth
Virginia

Mr. H. Bailey

Bond
& Guaranty
to
Geo. H. Bailey

\$88. ⁸⁸/₁₀₀
(E.)

filed with Bailey's depo:

Recd Cont-

Recd payment
from C. F. Turner
for R. H. Whitfield
Trustee —
Oct 15. 1855 J. H. Bailey

Doll^s 88 $\frac{66}{100}$

One year after date I
promise to pay John H. Bailey on
order Eighty eight Dollars + 88c
with interest from date
for value received as witness my
hand & seal this 1st day of Jan'y
1853 -

C. Fennell

Bond
to Henry
to
J. W. Bailey

\$88. $\frac{68}{100}$

(F)
tied with Bailey's & Co
Och 15 1855 - R. W. (cont.)
payment from C
Henry for R. H.
Whitfield Trustee
J. W. Bailey

119. 9^c - Och 15 -
135 day - 119. 9^c
265 days 122. 54

Doll^r 88 $\frac{66}{100}$

Two years after date I
promise to pay to John H. Bailey
or order Eighty ~~Three~~ eight Dollars
and sixty eight cents, with interest
from date, for value received as
witness my hand & seal this 1st day
1853 —

C Finney (Seal)

Bond
to Henry
to
Geo. W. Bailey

\$88. ⁶⁴/₁₀₀

(4)

filed with Bailey's defo:

Rem
Cord-

Oct 15 H 1833. Recd
payment from
James for the
Albany and
Geo. W. Bailey

Doll: 88 $\frac{6}{100}$ Three years after date I
promise to pay to John H. Bailey or or
den Eighty eight Dollars & 68 cts with
interest from date for value received
as witness my hand - seal this 1st day
of January 1853

C. Finney (Seal)

24, 00
1, 50
25, 50

Deed of Trust
Finney to
Whitfield

Sept. 5th 1853 rec'd & ordered
to be recorded

Sept 5th 1853
Grant Hall
Buckingham

For paid
M. J. Gandy

C. Finney
to } Deed of Trust
Whitfield

Sept 5th 1853 acknowledged
Whitfield. and proved as to
Finney by Mr. J. Pender &
Continued. & on the 7th.

March 1855. acknowledged
by C. Finney & admitted to
record.

Recorded in B. 39 p. 247
7

Nancy the Elder & Nancy the younger, Joe, Aurelia,
Charlotte and a ^{Minerva} ~~Minerva~~ also two Policies of Life Insurance
the one for two Thousand dollars No: 555
and the other for one Thousand dollars No: 9525
both Policies, being of the Office of The Mutual Benefit & Life
Insurance Company New Ark. New Jersey; to have & to hold
the said life Interest in said negroes above named; and the
policies of Insurance as above mentioned to him the said
Robt. Whitfield & his heirs & assigns. But for the following
persons and trusts & covenants. That the said Robt. Whitfield
shall hire or cause to be hired out, the said negroes, and
shall collect the said hires, and apply the same to the payment
of the debts heretofore mentioned, pro rata; and in the event
of the death of said Finney, to apply the said Policies, or the proceeds
thereof as far as may be needed to the discharge of said
debts. And the said Whitfield is not authorized by this Indenture
to sell the life Interest in said negroes, such not being the wish
and it is believed would not be to the Interest of the creditor,
for the reasons before given; but only, as to the said negroes, to apply
the hires as aforesaid. And the said Whitfield is hereby fully empowered
to employ any one as agent to hire out said negroes. But if the
whole of said debts be paid off, then, all the property herein conveyed
to be reconveyed to said Finney, or in such manner as he shall direct
during our lives & that this the day 5 year past above written.

Witness
J. P. Pender
H. Pender

Robt. Whitfield
C. Finney

Ed

Ed

Ed

Ed

Ed

In the Clerk's office of Isle of Wight County Court Sept. 8th
1853. this deed was received, and was acknowledged by R. H. Whitfield
to be his act & deed - & confirmed, and on the 7th of March 1855
the same was acknowledged by C. Finney to be his
act and deed - and admitted to record.

Teste

N. P. Pender

An Indenture made this the 25th day of January

1853, between Crawley Finney of the One part, Robt. Whitfield trustee of the 2^d part, both of the County of Cynthiana, and the several parties hereinafter mentioned, being creditors of said Finney of the Third part.

Whereas, the said Finney is justly indebted, as follow, to Edward Walker 310^{ff} in 5th notes for 62^{ff} each payable in 1. 2. 3. 4. & 5 years from 1st Jan 1853 - to Benjamin Sutton 415^{ff} in 5 notes of 83^{ff} each payable in 1. 2. 3. 4. & 5 yrs from 1st May 1853 to John H. Bailey 265.98^{ff} in 3 notes payable in 1. 2. & 3 yrs from 1st Jan 1853 - to Micajah Davis 265^{ff} payable in 8 notes of 53 dollars each from 1st Jan 1853. in 1. 2. 3. 4. & 5 yrs - To Henry L. Tynes in one note for 375^{ff} endorsed by Robert Lawrence and dated 1852 - to H. L. Tynes one note for 150^{ff} endorsed by David Jordan, dated 1852, To H. L. Tynes for one note for 474^{ff} payable on demand & dated 1st May 1853 to do? B. K. Fleet 500^{ff} in five notes of 100^{ff} each payable in 1. 2. 3. 4. & 5 yrs from date - To Wm. B. Vesey 200^{ff} in 5 notes for 40^{ff} each payable in 1. 2. 3. 4. & 5 yrs from 1st May 1853 - To H. L. Tynes for J. C. Meador for one note for 105^{ff} payable to H. L. Tynes to — Blackwell 5 notes payable 1. 2. 3. 4. & 5 yrs for 425^{ff} each All of which debt, he is anxious to secure the certain payment of. And

Whereas, the said Finney has a life interest in the several negroes hereinafter mentioned which it is believed will be more available for the purpose of paying the debts aforesaid by the arrangements herein set forth, than the sale of the life interest which would necessarily be sacrificed, especially when the annual hires are to be considered. Therefore this Indenture witnesseth, that for and in consideration of the premises and the further sum of one dollar in hand paid to the said Robt. Whitfield trustee, by the said Crawley Finney, he the said Crawley Finney does hereby, sell, bargain & convey unto the said Robt. Whitfield, his representatives, all of his the said Finney's life interest, on & to the following negro slaves, viz,

An Indenture made this the 25th day of January 1853, between
Crawley Finney of the one part, R. H. Whitfield trustee of the 2nd part,
both of Isle of Wight County, (and the several parties hereinafter mentioned
being Creditors of said Finney of the third part, Whereas, the said Finney
is lawfully indebted, as follows, to Edward Walker \$310— in 5 notes
for 62¢ each— payable in 1. 2. 3. 4 & 5 years from 1st Jan: 1853. — To
Benjamin Sutton 415¢ in 5 notes of 83¢ each— payable in 1. 2. 3. 4 & 5
years from 1st Jan: 1853. — + to John W. Bailey 265. 98¢ in 3 notes
payable in 1. 2 & 3 years from 1st Jan: 1853. + to Micajah Davis 265¢
payable in 5 notes of fifty three Dollars Each— from 1st Jan: 1853. in
1. 2. 3. 4 & 5 years — to Henry D. Tynes in one note for 375. endorsed by
Robert Laurence and dated 1852 — to W. D. Tynes one note for 150¢
endorsed by David Jordan, dated — 1852, to W. D. Tynes for
one note for 474¢ payable on demand and dated 1st Jan: 1853, To
Sol. B. Norfleet 500¢ in five notes of 100¢ each payable in 1. 2. 3.
4 & 5 years from date, to Wm. B. Vasey 200¢ in 5 notes for 40¢
each— payable in 1. 2. 3. 4 & 5 years from 1st Jan: 1853. J. C. Meadow
for one note for 165¢ papered to W. D. Tynes, to — Blackwell 5
notes payable 1. 2. 3. 4 & 5 years for 42¢ & cts each, All of which
debts, he is anxious to secure the certain payment of, And where
as, the said Finney has a life interest in the several negroes
hereinafter mentioned which it is believed will be more available
for the purpose of paying the debts aforesaid by the arrangements here
in set forth, than the sale of the life interest which would necessarily
be sacrificed, especially when the Annual hire are to be considered,
Therefore this Indenture witnesseth, that for and in consideration of the
premises and the further sum of one dollar in hand paid to the
said R. H. Whitfield trustee, by the said Crawley Finney, He the
said Crawley Finney does hereby— sell— bargain & convey unto The
said Rob. H. Whitfield, his representatives, all of his the said Finney
life interest in & to the following negro slaves— viz; Nancy the
elder, Nancy the younger, Joe, Aurelia, Charlotte and Minerva
also two policies of life Insurance the one for two thousand dollars

N^o. 557. And the other for one thousand dollars N^o. 9. 525—
 both Policies, being of the office of The Mutual Benefit Life Insurance
 Company New Ark. New Jersey; to have and to hold the said life
 Interest in said Negroes above named; and the Policies of Insurance
 as above mentioned to him the said Rob^t. H. Whitfield his heirs and
 executors: But for the following purposes and trusts Nevertheless, that
 the said Rob^t. H. Whitfield shall hire or cause to be hired out, the said
 Negroes, and shall collect the said hires, and apply the same to the
 payment of the debts herein before mentioned, pro. rata; and in
 the event of the death of said Finney to apply the said Policies or
 the avails thereof as far as may be needed to the discharge of said debts,
 and the said Whitfield is not authorized by the Indenture to sell the
 Life Interest in said Negroes, such not being the wish—and it is
 believed would not be to the Interest of the Creditors, for the reasons
 before given; but only, as ^{to} the said Negroes to apply the hires as
 aforesaid, And the said Whitfield is hereby fully empowered any one
 as agent to hire out said Negroes, But if the whole of said debts
 be paid off, then, all the property herein conveyed to be reconveyed to
 said Finney, or in such manner as he shall direct, Witness our
 hands & seals this the day and year first above written.

Witness

Geo. J. Pender

H. J. Pender

Rob^t. H. Whitfield

C. Finney

Seal

Seal

Seal

Seal

Seal

Walter - Sutton Richmond

Bailey - Lynchburg

Leopold - Philadelphia

J. C. Blackwell - Gravel Hill
 Buckingham

Statement to be read
by evidence

Service acknowledged -

Do Whitehead alias for

E. Walker, Boston, U.S. vs. W.B.

Wing & J. C. Menden

John R. Kelly atty

for J. B. Norflees, Wm

B. Whitehead & Co. H.

Whitehead trustee London

Whitehead }
as } For Chancery
Finney, Trustee }
et al. --- }

Commissioners Notice -

Commissioners Office

Smithfield Feb'y 25th 59

To, W^m B Whitehead, Robert H Whitfield. Admrs
of C Finney & as Trustees under deed of Trust
from said Finney, Edward Wilkes, Benjamin
Sutton, John H Bailey M Davis, H. L. Tynes
J. B. Walker, W^m B Dejeu J C Meadows &
Jas C Blackwell -

You are hereby notified that I have fix-
ed upon the 15th day of March next, to take & settle at my of-
fice the accounts required to be taken by the decree of
the Circuit Court of Isle of Wight County made at the
May Term 1857, in a suit in chancery depending in said
court between the said W^m B Whitehead suing on his
own behalf & that of the other creditors of said C Finney
as Plaintiff, & the others named in the caption as defend-
ants to wit; 1st An Ac^t of the transactions of said R H Whitfield
as admr of C Finney; 2nd An account of the transactions
of said R H Whitfield as Trustee under the deed of
trust in said suit mentioned & 3rd An account of
the unpaid debts due the creditors named in said
deed; at which time & place you are required to
attend.

Given under my hand, as commissioner in chan-
cery of the said court the day & year first aforesaid -

C. B. Hayden -

I acknowledge service of the within notice for W.B. Whitfield
& Jos B. Rapplet - Jan. 1858. John R Kilby
their atty.

I acknowledge service of the within notice for myself
as Trustee & Adminr of C. Fanning dec'd & for Wm Perry.
H.L. Jones, Jos E. Meador, Benjamin S. Carter, &
Edward Walker. Jan. 1858 R.W. Whitfield

I acknowledge service of the within notice for
Micajah Lewis. Jan 28th 1858.
R.H. Baker jr atty

Jan: 28th I acknowledge service of within Notice for
J.C. Blackwell
Westwood & Todd Atty:

N.H. Whitfield Trustee & adm'r of C. Finney dec'ds,
 H.L. Zynes, Wm Peasey, J. C. Meador, Benjamin
 Sutton, Edward Walker, W.B. Whitehead,
 Jas. B. Norfleet, J.C. Blackwell, Micajah Davis
 Sir:

Take notice that we shall on 1st day of
 March 1858, at the Counting Room of Samuel M.
 Simpson, in the city of Lynchburg, between the
 hours of 6 A.M. & 6 P.M. of that day, pro-
 ceed to take the depositions of Jno. H. Barclay
 & others, to be read as evidence in our
 behalf before C.B. Hayden Commissioner of Cir: Ct.
 of Isle of Wight County, at his office in Smithfield,
 in a certain suit in Equity depending in the
 said Court of said County wherein you are
 plaintiffs & defendants; and if, from any
 cause, the taking of the said depositions be not
 commenced on that day, or, if commenced,
 be not concluded on that day, the taking
 of the same will be adjourned & continued
 from day to day, or from time to time, at
 the same place & between the same hours
 until the same shall be completed.

Respectfully yours

Simpson & Bro.

Davis Howland & Co

by

Godwin & Crocker
 their attys.

Whitehead,
as
Finney's Trustee, In Chancery
& als

Depositions, Notices &c
Returned with
Commissioner Hayden's
Report.