

1859-010 Chancery Causes: Alfred Redd + Zachariah Spivey + <sup>Watkins</sup> vs Abraham Redd's admr + Dempsey D.  
Sale of Wight County

Other surnames: Clements, Gay,  
Hall, Beaton, spivey, Hines

Spivy & wife & als.  
vs.  $\frac{3}{4}$  City. paper.  
Redd's adm. & as.

1857.  
July rules. Bill v. filed &  
decree nisi.

Augt. rules. Bill taken for  
confid. & set for hearing.

Octo. Term 1857. Decree p. 185.

Sept. 11. 1858. Appt. filed.

Octo. Term 1858. Con d.

May 1859. Decree for further acts.

Sept. 12<sup>th</sup> 1859. 2<sup>d</sup> Appt. filed

Oct. 1859 final  
decree

Spicer & wife tabs.

vs.  $\frac{3}{3}$  Bill & Co

Redds Admors. tabs.  
1837

July Rules Bill & filed &  
decreased.

August rules - Bill  
taken for conf. &  
set for hearing.

Confession Bill

Spicer & wife  
vs. Bill & Co  
in Rem. & charging  
4-24

as his distributee at law his mother  
Cherry Read wife of the said Abraham  
by your complainant Alfred & Elendar  
aforesaid - that the said Abraham  
Read departed this life many years  
since in the County aforesaid intestate  
& insolvent that he continued to be  
guardian of aforesaid during his life  
that no qualification was had out the  
estate of the said Abraham Read  
until the sixth of May 1854 when  
Thomas J. Clements qualified in the  
County Court aforesaid as adm. of  
said Abraham Read as will appear  
from the certificate of such qualifica-  
tion marked C herewith filed as a part  
of this bill - that since the death of the  
said guardian the said Alfred &  
Elendar have attained majority & the  
said Elendar has intermarried with  
the aforesaid Zachariah Spiro that the  
said guardian has never returned any  
account of his transactions as guardian  
aforesaid nor did the said guardian  
in his life time nor has his said adm.  
since his death ever paid to your com-  
plainant the amount due them from  
said guardian ship that the said guardian  
at the time of his death many years  
prior thereto was insolvent and your  
complainant are informed & so charge  
that in the Court of the insolvency of said  
estate the said Deufrey D. Watkins sec-  
urity in the guardian bond aforesaid is  
liable to your complainant for such amount  
as may be due them from said

guardian & your complainant further  
charge that the said guardian in his  
life time paid to the said Deufrey D.  
Watkins a sum of money to indemnify  
him as security aforesaid - that the  
said Deufrey D. Watkins although often  
requested so to do has not paid to your  
said complainant the amount due  
them from their said guardian or any  
part thereof - all of which in contrary  
to equity & good conscience - in their  
consideration whereof, & for as much as  
your complainant are without remedy  
at law & can only be relieved by the  
aid of the <sup>honorable</sup> ~~honorable~~ Court of Chancery  
where matters of this sort are cognizable  
To this end your complainant pray  
that the said Thomas J. Clements adm.  
as aforesaid of the said Abraham  
Read & the said Deufrey D. Watkins  
may be made parties defendant to  
this bill & be required to answer the  
same & that by a decree of this hon-  
orable Court an account may  
be taken of the transactions of the  
said Abraham Read as guardian  
aforesaid & the amounts respectively  
due your complainant - ascertained  
& that your complainant may be decreed  
payment of the same from the estate  
of the said Abraham Read or in de-  
fault thereof from the said Deufrey  
D. Watkins - & that such other & fur-  
ther relief may be granted in the  
premises as the nature of the case may  
require or as the Court may seem meet  
& your complainant will ever pray &c. Hayden per

To the Honorable Richard H. Baker  
Judge of the Circuit Court of Ill of  
Wright County in Chancery sitting;  
Humbly Complaining sheweth to the  
court your complainants Alfred  
Kidd & Zachariah Spivy & Elendai  
his wife late Kidd suing by Zacha-  
riah Spivy her husband as her next  
friend that on the third day of July  
1837 Abraham Kidd the father of  
said Alfred & Elendai qualified in  
the County Court of Ill of Wright Coun-  
ty as the guardian of said Alfred &  
Elendai & as such guardian with  
Demsey S. Watkins as his security ex-  
ecuted a bond in the penalty of four  
hundred dollars conditioned accord-  
ing to law as will appear from an  
attested Certificate of such qualifica-  
tion & an official copy of said bond  
respectively marked A & B herewith  
filed as a part of this bill that on  
the 25<sup>th</sup> of December 1837 the said  
Abraham Kidd as guardian aforesaid  
received from Joseph P. Gay as admr.  
of Elias B. Watkins dec<sup>d</sup> the sum of  
one hundred & ninety seven dollars &  
eighteen cents to which the said Alfred  
& Elendai were entitled in equal pro-  
portion as the distributees at law of  
the said Elias B. Watkins a half brother  
of the said Alfred & Elendai on the  
side of their mother Cherry Kidd by a  
former marriage the said Elias B.  
Watkins having died <sup>intestate</sup> under age  
without having ever married having

Exhibits  
A & B

Kedd tal.

or

Kedd's adw

Answer of  
Dempsey D  
Watkins.

and bonds and accounts filed herewith, which  
with interest thereon now amount to ~~the~~  
~~a very large sum.~~ and which will more than  
about the <sup>sum of</sup> \$50, received by this Respondent  
of Abraham Redd - That this \$50, was paid  
to this Respondent <sup>as he understood towards trying to pay</sup>  
for one third of the land they lived on belonging to this  
~~Respondent which Abraham Redd wished to buy which~~  
~~Abraham Redd bought of this Respondent~~ Tract  
of land <sup>was purchased by this Respondent</sup> many years ago, belonging  
to said Elias B. Watkins, ~~which was never completed~~  
~~and that he considered~~ & that he considered  
he had <sup>claiming that he</sup> the right to apply that  
towards the payment of the money this  
Respondent paid as security for said  
Abraham Redd, & he denies that he has  
any money now to which the plaintiffs are  
entitled - No other money was rec<sup>d</sup> by this Respondent of Abraham  
Redd. and now this Respondent having answered  
all that is material for him to answer, begs in  
Conclusion to be <sup>hence</sup> dismissed. ~~&c.~~

D. D. Watkins,

Hausmond County Court,

This day D. D. Watkins, came before me &  
made oath that the facts set forth in said answer  
are ~~as stated~~ true so far as the same depend on  
his own knowledge so far as they depend on  
information derived from others, he believes the  
same to be true - Given under my hand this  
17<sup>th</sup> Sep. 1857.

R. L. Brewer, J. P.

that but for the aid this respondent furnished  
said Abraham <sup>gratuitously</sup> he could not have supported his  
said children towards (Alfred & Elender) at  
all — That the said Abraham Redd  
with his wife Cherry & four children, said  
Alfred Elender & Edy & Louisa, lived on  
land belonging to this Respondent, for many  
years before his death & was fed to a  
considerable extent by this respondent, no  
rent ever charged, except occasionally, a small  
part of crop — and this Respondent after the  
death of said Abraham Redd, continued to  
let the parties (widow & children) live on  
his premises almost entirely free, & has  
continued to aid them till now, & has kept  
the parties off the parish <sup>or else</sup> & they would  
have perished — That the said Alfred has  
frequently come to this Respondent & begged  
for something to eat. She has repeatedly given  
them meal & meat & keep him from the  
<sup>& took him into his employment & paid him good wages as a matter of</sup>  
<sup>liberality & kind ness</sup> parish. Now he is repaid by an attempt  
to make this Respondent pay a small sum  
of money which they allege their father  
received & which if ever he received he  
spent to keep them from the poor house —

This Respondent paid as security large  
sums of money ~~as security~~ for Abraham  
Redd, as are evidenced by ~~statements~~

2

arick Spirey - That this Respondent knows  
nothing of any estate received by Abraham  
Redd as guardian of said Alfred & Elender  
& calls for proof of such fact - It is true  
that their half brother may have been  
entitled to some very small estate which went  
into the hands of Mariab P. Gay his admr.  
In law, his guardian, and your complainant  
~~is informed~~ does not know that ~~the~~ Mariab P.  
Gay as such admr. ever made any settlement  
of his acts as such admr. If so, this  
Respondent calls for the strictest proof  
that Mariab P. Gay as guardian or as admr.  
of Elias B. Watkins, ever paid to Abraham  
Redd as guardian of said Alfred & Elender  
any money whatever - That if ever Abraham  
Redd received any money as guardian of said  
Alfred or Elender, he had expended the  
same to support his wards, and this Respondent  
now claims the privilege to offset any  
demand that the said Alfred & Elender  
may have against the estate of Abraham Redd  
or this Respondent as his said security  
with a reasonable sum for Board, clothes  
& necessities furnished by said Abraham  
Redd to said Alfred & Elender - That the said  
Abraham Redd was insolvent as is admitted  
by the Vice & as this Respondent knows & was  
utterly unable to feed or clothe said Alfred  
& Elender in his capacity as father, and

To the Hon. R. H. Baker Judge of the Circuit Court of Isle of Wight County -

The answer of Sempsey D. Watkins to a Bill in Chancery filed exhibited in the Circuit Court of said County, ~~was~~ <sup>is</sup> by Alfred Redd & others against Abraham Redd's adm. & others -

This Defendant reserving &c. Says that he believes, it is true that the said Abraham Redd did qualify as guardian of Alfred & Elender the plaintiffs as alleged - & that this respondent became his security & his guardian Bond as stated - That he knows nothing as to the receipt by Abraham Redd of Josiah P. Gay as adm. of Elias B. Watkins, &c. of the money as charged - That said Alfred & Elender were half brother & sister of said Elias B. Watkins & further that said Elias B. Watkins left <sup>not only</sup> his mother Cherry & said Alfred & Elender, but also two other half sisters Edy & Louisa (now alive) living on this Defendant's land, as equally entitled to a part of any estate left by Elias B. Watkins - who should be parties to this suit - That it is true Abraham Redd died many years ago about 1844 Insolvent & Intestate - That he believes it is true Mrs. J. Clements is now his adm. - That said Alfred & Elender are over 21 years of age, & that said Elender is the wife of Zach -

Spring Wife Val 2  
for 1  
Reads a day Chaucer

Memor of Abraham's  
Adm.

To the Honorable Richard H. Baker Judge of the  
Circuit Court <sup>for the County</sup> of Wight in Chancery sit-  
ting.

The answer of Thomas J. Clements a son of  
Abraham Red dec'd to the bill of complaint in  
said Court exhibited by Alfred Red & Jacobrick  
Spivy & Elendor his wife vs him & others. The de-  
fendant answering &c. admits as in said bill  
alleged that he is a son of the said Abraham  
Red, & that the said Abraham Red was in his  
life time the guardian of the Complainants Alfred  
Red & Elendor Spivy late Red that he has no  
knowledge of any amount <sup>of money</sup> received by his said inter-  
state as guardian aforesaid & calls for strict  
proof the same that no assets whatever of the  
said interstate have come to his hands that he  
understands & believes that his said interstate died  
totally insolvent & had been so for many years prior  
to his death & having answered pray hence to be dis-  
missed with his in the behalf expensed

Signed

Thos. J. Clements

Sea of Wight County Court.

This day personally appeared before me  
Charles Chapman a justice of the peace for the County  
aforesaid Thomas J. Clements whose answer is  
above written & made oath that the statements con-  
tained in the said answer so far as made of his  
own knowledge are true; & that such statements as  
are made therein from knowledge or information derived  
from others he believes to be true. Given under my  
this 20<sup>th</sup> day of Oct 1867

Chas. Chapman J. P.

Received by delivery a box of the within  
to the witnesses on the 16th day of May  
1857 and on the same day delivered  
into the Banking & Warehouse

Joseph D. Gray  
Att. 2.

Jack. A. Sperry wife  
tal.

103. 3/4 Sund. in  
Chap.

Redd's adm. tal.

To June 1857

Rev. Est.

Hayden p.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Thomas J. Clements Adm'r.*  
*of Abraham Redd dec'd, and Dempsey D. Watkins*

to appear before the *Circuit* Court of Isle of Wight county, at the Court-House of said County, on  
*the first Monday in June next, at the Clerk's office, being*  
*such day, to answer the Bills in Chancery of Zachariah A.*  
*Spring and Elender his wife, late Redd, the latter being*  
*by her said husband as next friend & Alfred Redd.*

: and have then and there this

Summons. Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *8<sup>th</sup>*  
day of *May*, 185*7*, in the *81<sup>st</sup>* year of the Commonwealth.

*N. P. Young co.*

Spencer's wife &

vs. { Depo. taken  
before Court, &  
filed with apt.

Redds adm. &

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The foregoing deposition was taken before  
me & sworn to the day & year mentioned in the  
caption.

A. D. Young Comr.

to his mill to grind meal for them and sometimes he gave them meat - Sometimes Alfred Redd came for such articles himself - Portions of these articles were furnished in the lifetime of Redd & portions after he died - I think Abra. Redd died in Feby. 1846 - I do not think that during the time I knew Redd's condition he could have supported his family without aid - I do not think Eleanor & Alfred in that time were able to take care of themselves by themselves. I know they were small children but do not know what their ages were. I am no relation to any of the parties to this suit - I think \$20. or \$25. would have been a reasonable board for each of the children Alfred & Eleanor during per annum when I knew them as above.

And further the deponent saith that  
 Thomas <sup>his</sup> Spivey  
 mak

John C. Harris being sworn says. That I lived with D. D. Watham during the years 1844 & 1845, during which time he frequently furnished to Abra. Redd provisions for his family - That Redd made small crops during the time but not sufficient for his family - That Redd was a bad manager - That he supported the children Alfred & Eleanor Redd not competent at that time to support themselves - That he thinks \$25. each would have been a competent board per annum for said children - That Abra. Redd, died, or will as he recollects in 1846.

and further the deponent saith that  
 John C. Harris

aid, during the said term from 1837 to 1843  
A. Redd would have been a charge upon  
the parish - Abraham Redd ruined by his  
marriage two or three negroes, some little  
chattel estate & his wife down land &c  
of which was sold soon after for debt.  
I was not sufficiently acquainted with the  
family to say whether the children Alfred  
& Elmer rendered assistance to the family.  
I do not think their ages were such  
that they could have done work up to  
Redd's death. And from 1837 to 1841 they were  
not capable of rendering any aid to the  
family.

and further the deponent saith not.

Jno. R. Watkins

Thomas Shewey being sworn deposed & said

That he was acquainted with Abraham Redd  
& his family previous to his death, how long  
before his death did you know him, what  
was his pecuniary condition ~~from~~ during  
the time you knew him, do you know  
of any aid or assistance rendered him  
by D. D. Watkins - say whether you consid-  
ered him in a condition to support  
his family without aid from some other  
person, and what relation you owe to  
either of the parties in this suit?

Ans. I know ~~but~~ him for eight or 10 years  
before he died, but not much about  
how he got along until about 3 years  
before he died. I lived with D. D. Watkins  
~~for the year~~ <sup>the year</sup> before Redd died, frequently  
members of Redd's family would come to  
Mr. Watkins, sometimes for meat & sometimes  
for meal. Mr. Watkins frequently sent me

whether any receipt was given by Redd for the same?

Ans. I am certain a receipt was passed between them on that day for the full amount, but I do not recollect the full amount paid. (the last quitrent amounting to) and further the deponent said not.

Elisha Gay

Witness examined by the deposed.

William J. Beaton being sworn says. State whether you were acquainted with Abraham Redd in his lifetime & his family, and what you know in regard to money paid for him by Deacon D. Watkins.

I was acquainted with Aba. Redd & family in his lifetime & for some twelve years previous to his death. Redd was a very poor man, I think he was not in a condition to support himself & family without aid from some other person during the time aforesaid. I was a constable during said time, and several times sold him out under execution. Mr. D. D. Watkins paid money to witness several times for Redd, among them, the amounts specified in paper S. & G. I ~~know~~ know that D. D. Watkins was very kind to A. Redd & his family, but do not know it of my own knowledge - I suppose \$30.00 per annum would have been a reasonable charge for the board of Alfred & Eleanor from July 1837 to 1843 and after that period they might have been bound out for support - I was not at Redd's house often enough to know whether they were made to render any service in the family, but do not think they could have done work sufficient to support themselves. I think that A. Redd was not able to have supported

his children during the said period, without aid from some person.

& further the deponent said not.

Wm. J. Beaton

John R. Watkins being sworn deponent & says.

Ques. Were you acquainted with Abraham Redd and his family during his lifetime, & how long before his death? Do you know of any aid or assistance rendered said Redd by D. D. Watkins & what was the pecuniary condition of said Redd?

Ans. I knew him from the time he married his wife and came into the neighborhood until his death, he lived in sight of me. I was at two sales at Redd's house when he was sold out, D. D. Watkins bought property at each sale & left it there.

I was at the house of D. D. Watkins just before last Christmas ~~a certain occasion~~ & Alfred Redd came there and asked Watkins what they should do with the property he had bought & left at Redd's, as they were about to move, D. D. Watkins told him to carry it with them & keep it until called for. I know of no other aid rendered them by D. D. Watkins, I know that the family of A. Redd lived upon Watkins' premises several years previous to his death.

At the death of Elias B. Watkins, I think Eleanor & Alfred Redd were the only two children living. From July 1837, to 1843, I do not think A. Redd was able to support his children without aid, and that from \$20. to \$30. would have been a reasonable compensation for their board per annum each - I think it probable that without

Elisha Gay a witness in said case, being sworn deposes and says.

1<sup>st</sup> quest. by Jtts. att. Were you acquainted with Abra. Redd this family?

Ans. I was acquainted with them & lived within three or four miles of them.

2<sup>d</sup> quest. by same. At the date of the death of Elias B. Watkins, how many children were living of Abra. Redd? ans. Two, Eleanor and Alfred.

3<sup>d</sup> quest. Look upon the paper X. and say whether your name is subscribed thereto as a witness, & what you may know of the said paper?

Ans. (To this question the att. for Deft. Watkins, excepted)

Ans. I signed my name to the paper X. as a subscribing witness. I was present at a settlement of Josiah P. Gay admr. of Elias B. Watkins, with Abra. Redd & the said paper was executed for the balance due from said Gay as admr. of said Watkins and the said paper was then delivered to said Redd. Redd expressed himself satisfied with the settlement (This Ans. was excepted to by deft. atts.)

4<sup>th</sup> quest. ~~was~~ the settlement alluded to in your last answer with Redd, in his own right as husband of his wife & distributor of said Watkins, or as guardian of Alfred Redd & Eleanor Redd, or in what capacity did A. Redd receive the said paper.

Ans. I understood the settlement to be a final one with Redd, in his own right & as adm. (The last question & answer were excepted to by the Deft. atts.)

5<sup>th</sup> quest. by same! Do you know or remember the whole amount paid by Jos. P. Gay as adm. of Elias B. Watkins, to Abra. Redd, and

any thing in it was not worth more than \$25.  
 13.<sup>th</sup> Ques. by Sam. State what amt. of debts were  
 paid by D. D. Wathins for A. Redd - Ans.  
 the amts. specified in paper master B. C. D.  
 were paid by him -

14.<sup>th</sup> Ques. by Sam. After the death of Abram  
 Redd, did D. D. Wathins continue to  
 furnish aid Mrs. Redd & the Children?  
 Ans. She continues to live on the same premises  
 and heard Mr. Wathins say that D. D. Wathins  
 charged her \$15. for annual rent, but do  
 not know whether she ever paid the rent.

J. Hall

the family of Abner Redd during the time alluded to?

Ans. I should suppose it did, A. Redd was sickly for many years before he died & his wife & children did more work than he did for many years before his death.  
8<sup>th</sup> q<sup>st</sup>. by Sam. What were the ages of Alfred Redd & Eleanor Spring when their father died?

Ans. I suppose they were between 8 & 12 - They were large enough to do a good deal of work.

9<sup>th</sup> q<sup>st</sup>. by Sam. Did Dempsey D. Wither, purchase chattel est. at any of the sales above alluded to, & if so, how often, & what became of the property thus bought?

Ans. I think he did, probably twice, I think he left the property so bought, at Redd's house. I do not think I ever found more than \$15. worth of property at Redd's house, unless when I could find a cup of corn.

10<sup>th</sup> q<sup>st</sup>. by Sam. With out the use of the lands & farm aid the said Chattel est. and the aid furnished the family of A. Redd by D. D. Wither would they not have had to go to the poor house or severely suffered. Ans. I think that Abner Redd would - And that the children Alfred & Eleanor would have had to be bound out - The said two children with the aid of the mother could have supported themselves & even the other two children.

11<sup>th</sup> q<sup>st</sup>. by Sam. - From July 1837 to 1841, could Alfred Redd & Eleanor Spring have supported themselves? Ans. I think they could not.

12<sup>th</sup> q<sup>st</sup>. by Sam. What would have been a reasonable board for Alfred Redd & Eleanor Spring from July 1837 to 1841. Ans. Not more than \$20 per year, the home in which they lived

to go to Abram Redd's & take a negro woman & carry her to Dempsey D. Watkins & sell (I don't know the name of the woman but she belonged to Abram Redd at that time - he said, I think, that he had bought her of Isaac B. Gay adv. of Elias <sup>or at Elias Watkins' sale</sup> Watkins) -

Abram Redd sold the negro after I carried her over there to Mr Ripley, for about five hundred or five hundred and fifty dollars - after Mr Ripley paid Mr Redd the money, Mr Dempsey D. Watkins said to Mr Redd, I am security for you as guardian of your children, & he (Dempsey Watkins) asked me (Watkins) & Mr Ripley if Mr Redd had not better leave the money in his (Watkins) hands - we said it was - Mr Redd readily consented to it, & left with Mr Dempsey D. Watkins, as much as Mr Watkins required to be left, to indemnify him as security as aforesaid - I learnt that ~~Mr Redd~~ the money left with Mr Watkins, came from Elias Watkins' estate, & the date was, about the time of Tom Marshall's sale - which was in the Spring of 1851.

2<sup>nd</sup> quest. by same - Are you acquainted with the hand writing of Dempsey D. Watkins?

Ans. I am. Say whether the paper beneath filed marked A. is the signature thereof, in the hand writing of Dempsey D. Watkins. I think the paper & signature is in D. D. Watkins' hand writing.

Ex. examined by Mr. M. Kelly att. for D. D. Watkins -

1<sup>st</sup> quest. by deft. att.

What was the pecuniary condition of Abraham Redd for 6 or 8 years previous to his death?

Ans. He was very poor, was frequently sold out during that time by Constables, and several times by Writs or Constables, and

that during that time Dempsey D. Watkins frequently paid of claims for him, sometimes as security & sometimes he, Watkins, advanced money for him.

2<sup>nd</sup> quest. by same - On whose premises did Abra. Redd live during said period? Ans. He lived on a tract of land originally his wife's dower land, which had been sold under a deed of trust, & purchased by D. D. Watkins.

3<sup>rd</sup> quest. by same - During that period, who composed the white family of Abra. Redd? Ans. Himself, his wife & children, to-wit: the step. Alfred Redd & Eleanor Shing & two other children, who I think were born since the death of Elias B. Watkins.

4<sup>th</sup> quest. by same - Did the said Abraham Redd have quite sufficiently to support his family during that period? Ans. I should judge he did, his children were generally clad badly & badly provided for.

5<sup>th</sup> quest. by same - Do you know of any aid furnished Abra. Redd then family by D. D. Watkins?

Ans. I do not, but I know he was very kind to them.

6<sup>th</sup> quest. by the same - Did it not require all the estate of the said children Alfred Redd & Eleanor Shing to support them even in the most efficient way & for them of - Ans. I cannot tell. I know that the mother & father worked the children very hard from the time they were large enough & that they were stinted in clothing.

7<sup>th</sup> quest. by same - Did it not require all the labor of Abraham Redd, and a reasonable board from Alfred Redd & Eleanor, to support

Spirey wife sal:

or.

Redd's adv. sal.

Commissioner's Office  
March 2<sup>d</sup> 1858

This day Thomas Hall appeared before the undersigned, the Commissioner, appointed to discharge certain duties under the decree of the 2<sup>d</sup> day of October 1857 in said suit, as a witness on behalf of the plaintiffs - The said Thomas Hall being sworn says as follows -

1. Question by C. B. Hayden, p'tts. atty.

Were you acquainted with Abram Redd from 1837 to the day of his death?

Ans. I was - I had frequently to do business with him as an officer - I can't say when he died - but it has been seven or eight years ago.

2. Quer. by same - were you acquainted with Elias B. Watkins?

Ans. I have seen him, tho. not particularly acquainted with him, I think he died under age -

3. Quer. by same: what relation was Elias B. Watkins of the p'tts. Alfred Redd & Elender Spirey, late Redd?

Ans. I have always understood he was their half brother & child of Cherry Redd, wife of Abram Redd, formerly wife of <sup>(I think)</sup> Jas. Watkins

4. Quer. by same. at the date of the death of Elias B. Watkins, how many children of Abram Redd & his wife Cherry, were then alive?

Answer. I don't think there were but two, Elender now the wife of Jas. Spirey, & Alfred Redd -

5. Quer. by same. do you know any thing of any settlement between Josiah B. Gay & adv. of Elias B. Watkins & said Abram Redd as guardian of Alfred Redd & Elender Spirey - or have you heard the said Abram Redd say any thing about the same?

Ans. I do not know any thing of such settlement, - I ~~had~~ <sup>was called on by</sup> Abram Redd & Thomas, Repley (a negro trader)

A.

October 30 1843 Read of Abram Reed a gardener of Elmden Road  
and Alfred Reed the sum of Eighty Dollars which is there paid  
of Elias B. Watbrens estate given under my hand this day and  
above written

Test

Dempsey D. Watbren

The foregoing deposition was taken  
& sworn to before me as Commissioner  
aforesaid, the day & year mentioned in  
the caption.

N. J. Young

Spencer &  
Co. 30 Depts.  
Dec & con. 18  
July 3<sup>rd</sup> 1889 files

enough to save him harmless as such security - I cant be mistaken, that myself & Ripley were asked by Watkins, if we did not think Redd ought to leave money enough with him (Watkins) to indemnify him as security as aforesaid, to which Redd readily consented - the money was counted out & put on the table or bench (and the Bill of sale signed, & I think both Watkins & Redd signed the Bill of sale, but I wont be positive as to whether both or which one signed it - I think Watkins signed it as he said he had a Deed of Trust on the negro. - It was understood then, that W. Watkins was to have enough money to indemnify him as security aforesaid, and I distinctly recollect I told Redd that his money would bear 6 per cent. if left in Watkins hands, myself & Ripley immediately left; who took or kept the money I dont know - what became of the money after it was placed on the table <sup>or bench</sup>, I dont know. -

I did not know until W. Watkins told me that he was security for Redd, as guardian. ~~Then~~ a few days before I heard of this suit, W. Watkins asked me, on a Court day standing near the Court house door, if I recollect about the sale or purchase of a negro by Ripley of Redd, alluded to above, and how much

money was left or to be left in his hands, to indemnify him as security as aforesaid - I told him I couldnt recollect & save my life - he asked me to try to recollect & come as near as I could to it - I answered it was impossible, whether it was one, or two hundred or more - at the day of the sale of the negro, I think myself & Ripley <sup>were called on by W. Watkins</sup> to figure up what was due the ~~heirs~~ of Redd, we done so I think according to the statement of Watkins & ~~myself~~ cannot now recollect what the amount was. ~~at~~ I think the money was counted by myself & Ripley (and I think passed in Watkins hands) & what became of it <sup>after that</sup> I dont know.

Questions by Mrs. R. Kilby atty. for Deft.

I do not say that the money from the sales of the negro alluded to above was retained by W. Watkins, but it was agreed by Redd to be left with Watkins - but I cant say it was thus left with Watkins - I cant say what became of it after it was left on the table or bench - I am very certain no one else or rest. was given by Watkins to Redd while I was present: and further this Deponent saith not.  
J. Hall

Spivey sal.

Commrs. Office  
J. of W. C. H. July  
1859

Redd's adw sal.

The Deposition of Thomas Hall taken on this 5<sup>th</sup> day of July 1859, to be read in the above cause - taken on behalf of the Plaintiffs -

The said Thomas Hall being duly sworn says -

~~Question~~ by C. B. Hayden Jcts. atty - State more particularly the circumstances attending the payment by Abraham Redd to Sempsey D. Watkins, of any money to indemnify the said Watkins as security for the former as guardian of his children as alluded to in your former Deposition.

I cannot certainly state the amount of the sales of the negro sold by Redd to Ripley but I think such negroes were worth between five (and six hundred dollars - as soon as they agreed on the price, the money was paid down by Mr Ripley & I think placed on the table, it was counted by Mr Ripley, myself & I think by Mr. Watkins, - at Mr Watkins' house - Mr. Watkins remarked to me & Mr Ripley, that he was <sup>security</sup> ~~guardian~~ for Mr Redd as guardian of his (Redd's) children (and said it is nothing more than right for Mr Redd to leave with him (Watkins) money

Commissioner's Office, Ishpeming Cantonment  
Dec. 7. 1837.

The parties mentioned in the within decree  
are hereby notified that I have appointed  
the 15<sup>th</sup> of January next at my office  
aforesaid, for testing & stating the acts  
named in said decree, at which time  
I place they are required to attend.

Given under my hand as Commissioner  
aforesaid the day & year first aforesaid.  
N. P. Young

We acknowledge receipt of the above notice  
C. B. Hayden - att. for ptlts.

(Per my D. & Co. Series)

Thos. J. H. H. H.

Yack Spring  
By W. H. H. H.  
Dec. 11. 1837

Received to 15. day, 1838  
== to 2. 2. 1838  
== to 2. 2. 1838  
== to 2. 2. 1838

At a Circuit Court continued Held for Isle of  
Wight County On the 27<sup>th</sup> day of October 1857.  
Zachariah A. Spiny & Elender his wife (late Redd  
and others. . . . . Plffs

(Against  
Thomas Clements adm<sup>r</sup> of Abram Redd, and  
Dempsey & Watkins. . . . . Dfts

This Cause came on this day to be heard  
On the Bill - & on the answer of the Defendants Dempsey  
& Watkins and Thomas Clements adm<sup>r</sup> of Abram  
Redd. - this day filed by Consent of the Court, with  
general replications thereto; I was argued by Counsel;  
On consideration whereof the Court doth adjudge -  
order and decree - That a Commissioner of this  
Court - take an account of the transactions of Abram  
Redd as guardian of the plaintiffs - After Redd &  
Elender Spiny (late Redd, which accounts he will  
State, settle & report to Court, with any matters speci-  
ally stated deemed pertinent by himself or required  
by the parties to be so stated.

A copy

Teste. J. C. Latimer & Co

|      |         |                                                |               |               |
|------|---------|------------------------------------------------|---------------|---------------|
| 1846 | Feb. 15 | Balance for. Contra                            | 156 89        |               |
| 1845 | Dec. 24 | By balance due at this date                    |               | 155 61        |
| 1846 | Feb. 15 | " interest to date (bring date of genl. death) |               | 1 28          |
|      |         |                                                | <u>156 89</u> | <u>156 89</u> |

|      |         |                                     |               |       |
|------|---------|-------------------------------------|---------------|-------|
| 1846 | Feb. 15 | Balance due ward as above           | 156 89        |       |
| 1858 | Oct. 15 | Interest on said balance to date    |               | 25 10 |
| "    | "       | Balance due ward this day p'd. Int. | <u>181 99</u> |       |

Spivey & wife & al.,

vs: } Com. & Rept. 1<sup>st</sup> 4

Redds adm. & al.,

Sept. 11. 1858 filed.

Dr. Alfred Redd

In account with Abram Redd father & guardian &c.

|      |          |                                                                         |                        |  |
|------|----------|-------------------------------------------------------------------------|------------------------|--|
| 1838 | Decr. 24 | To balance frr. Contra                                                  | 103 51                 |  |
| 1837 | Decr. 25 | By this sum received from Jos. I. Gay admr. of<br>Elias B. Watkins Esq. | 98 59                  |  |
| 1838 | Decr. 24 | Interest thereon 10 months                                              | 4 92                   |  |
|      |          |                                                                         | <hr/> \$ 103 51 103 51 |  |
| 1839 | Decr. 24 | To balance frr. Contra                                                  | 109 72                 |  |
| 1838 | Decr. 24 | By balance at this date                                                 | 103 51                 |  |
| 1839 | Decr. 24 | " int. on balance to date                                               | 6 21                   |  |
|      |          |                                                                         | <hr/> \$ 109 72 109 72 |  |
| 1840 | Decr. 24 | Balance frr. Contra                                                     | 116 30                 |  |
| 1839 | Decr. 24 | By balance at this date                                                 | 109 72                 |  |
| 1840 | Decr. 24 | " int. to date on bl.                                                   | 6 58                   |  |
|      |          |                                                                         | <hr/> \$ 116 30 116 30 |  |
| 1841 | Decr. 24 | Balance frr. Contra                                                     | 123 27                 |  |
| 1840 | Decr. 24 | By balance at date                                                      | 116 30                 |  |
| 1841 | Decr. 24 | " interest to date                                                      | 6 97                   |  |
|      |          |                                                                         | <hr/> \$ 123 27 123 27 |  |
| 1842 | Decr. 24 | Balance frr. Contra                                                     | 130 66                 |  |
| 1841 | Decr. 24 | By balance at this date                                                 | 123 27                 |  |
| 1842 | Decr. 24 | " interest to date                                                      | 7 39                   |  |
|      |          |                                                                         | <hr/> \$ 130 66 130 66 |  |
| 1843 | Decr. 24 | Balance frr. Contra                                                     | 138 50                 |  |
| 1842 | Decr. 24 | By balance at this date                                                 | 130 66                 |  |
| 1843 | Decr. 24 | " interest on bal. to date                                              | 7 84                   |  |
|      |          |                                                                         | <hr/> \$ 138 50 138 50 |  |
| 1844 | Decr. 24 | Balance frr. Contra                                                     | 146 81                 |  |
| 1843 | Decr. 24 | By balance at this date                                                 | 138 50                 |  |
| 1844 | Decr. 24 | " interest on bal. to date                                              | 8 31                   |  |
|      |          |                                                                         | <hr/> \$ 146 81 146 81 |  |
| 1845 | Decr. 24 | Balance frr. Contra                                                     | 155 61                 |  |
| 1844 | Decr. 24 | By balance at this date                                                 | 146 81                 |  |
| 1845 | Decr. 24 | " interest on balance to date                                           | 8 80                   |  |
|      |          |                                                                         | <hr/> \$ 155 61 155 61 |  |

The Estate of Abram Redd decd. In acct. with Thomas J. Clements admr.

1857

May 4 To paid tax on administration 1 00

Aug. " paid clerks fees 1 45

1858

May 3 By balance due the admor: 2 45

\$ 2 45 2 45

Commissioners Office, Isle of Wight Courthouse,  
Sept. 1st. 1858.

To the Circuit Court of said County.

Pursuant to a decree of the Circuit Court aforesaid, the undersigned, Commissioner of the said court, to whom, by decree of the 21st. of Octo: 1857, in the suit of Zachariah Spivey wife & Alfred Redd plaintiffs, against T. J. Clements admr. of Abram Redd decd. and Dempsey D. Watkins defendants, were assigned the following accounts to wit: of the transactions of Abram Redd as guardian of Elender Spivey (late Redd) and Alfred Redd, reports that, on the 7th. of Decr. 1857 he issued notice to the several parties interested, stating that he had appointed the 15th of Jan'y. last, at his office, for taking said accounts, and requiring the parties to attend on that day. That the parties failed to attend & the accounts were adjourned until the 2nd of February. On which last day at the instance of the defts. a/c. the accounts were again adjourned to 2nd of March 1858, and not being able to complete the said acts. on said last mentioned day, they were continued from day to day until the date of this report - at which time the Commissioner completed the foregoing guardian acts. and on the 15th day of October 1858 finds a balance of \$181.19 due from the said Abram Redd to his wor Elender Spivey, (late Redd), \$25.10 of which is interest - and on the same day finds a like balance of \$181.19 due from the said gdw. to Alfred Redd \$25.10 of which is interest. The depositions, taken on the part of the parties before your Commr. & the notes of Counsel are herewith filed. At the request of the Counsel for the p'tp. the Commissioner has made an account of the transaction of Thomas J. Clements as admor. of Abram Redd decd. which (marked B.) shows the sum of \$2.45 due the admor. on the 3rd day of May 1858, the admor. having paid out that amt. & received nothing. Given under my hand as a Commissioner of the said Circuit Court, the day & year first aforesaid.

A. D. Young

Time employed by your Commr. in issuing notices, taking depositions, stating reply acts, &c. 18 Hours - Comm. fee \$14.25 charged to p'tp.

A. D. Young Comr.

Dr. Elenda Spivey (late Redd)

In account with Abram Redd father & guardian. Cr.

|      |         |                                                             |           |        |
|------|---------|-------------------------------------------------------------|-----------|--------|
| 1837 | Dec. 20 | To balance fr. Contra                                       | 103 57    |        |
| 1838 | Dec. 25 | By this sum recd. from Jos. P. Gay admr. of Elias B. Wathen | 98 59     |        |
| 1838 | Dec. 24 | " int. on bal. to date for 10 mos.                          | 4 92      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 103 57 | 103 57 |
| 1839 | Dec. 24 | To balance fr. Contra                                       | 109 72    |        |
| 1838 | Dec. 24 | By balance at this date                                     | 103 57    |        |
| 1839 | Dec. 24 | " int. on bal. to date                                      | 6 21      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 109 72 | 109 72 |
| 1840 | Dec. 24 | Balance fr. Contra                                          | 116 30    |        |
| 1839 | Dec. 24 | By balance at this date                                     | 109 72    |        |
| 1840 | Dec. 24 | " int. on bal. to date                                      | 6 58      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 116 30 | 116 30 |
| 1841 | Dec. 24 | Balance fr. Contra                                          | 123 27    |        |
| 1840 | Dec. 24 | By balance at this date                                     | 116 30    |        |
| 1841 | Dec. 24 | " interest on bal. to date                                  | 6 97      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 123 27 | 123 27 |
| 1842 | Dec. 24 | Balance fr. Contra                                          | 130 66    |        |
| 1841 | Dec. 24 | By bal. at this date                                        | 123 27    |        |
| 1842 | Dec. 24 | By int. on balance to date                                  | 7 39      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 130 66 | 130 66 |
| 1843 | Dec. 24 | Balance fr. Contra                                          | 138 50    |        |
| 1842 | Dec. 24 | By bal. at this date                                        | 130 66    |        |
| 1843 | Dec. 24 | " int. on bal. to date                                      | 7 84      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 138 50 | 138 50 |
| 1844 | Dec. 24 | Balance fr. Contra                                          | 146 81    |        |
| 1843 | Dec. 24 | By balance at this date                                     | 138 50    |        |
| 1844 | Dec. 24 | " interest on bal. to date                                  | 8 31      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 146 81 | 146 81 |
| 1845 | Dec. 24 | Balance fr. Contra                                          | 155 61    |        |
| 1844 | Dec. 24 | By balance at this date                                     | 146 81    |        |
| 1845 | Dec. 24 | " int. on balance to date                                   | 8 80      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 155 61 | 155 61 |
| 1846 | July 15 | Balance fr. Contra                                          | 156 89    |        |
| 1845 | Dec. 24 | By balance at date                                          | 155 61    |        |
| 1846 | July 15 | " interest on bal. to date (death of govd.)                 | 1 28      |        |
|      |         |                                                             | <hr/>     |        |
|      |         |                                                             | \$ 156 89 | 156 89 |
| 1846 | July 15 | Balance due ward this day                                   | 156 89    |        |
| 1846 | Oct. 15 | Interest on above to this day                               | 25 10     |        |
|      |         | " Balance due ward this day pr. & int.                      | <hr/>     |        |
|      |         |                                                             | \$ 181 99 |        |

Spiny &c

v

Redd & adw

Excaptions  
to Com. Report

Spivey &c.

Redd's adr

The Defendant D. S. Watkins  
by his atty. (John R. Kelly) excepts to the  
Report of S. P. Young, Comr.

- 1<sup>st</sup> Because he should not have  
charged said Watkins with any thing.
- 2<sup>d</sup> That he should have allowed the  
offset claimed by said Watkins.
- 3<sup>d</sup> That the Comr. has charged ~~with~~ the  
said Watkins with claims, if due, out of  
date & barred by limitation (and
4. Because of other errors.

John R. Kelly atty

Spencer wife

as

Redds Adam

~ als -

Notes by Redds Ally

edge of the manner in which the children lived & the work they did) that from the time the children were able to work until their fathers death their services were equal to their support during the whole period of the guardianship, as he says they were stinted in clothing & worked very hard.

3<sup>rd</sup> - The security B. & Watkins cannot screen himself from liability by offsetting these charges, as it is alleged in the bill & ~~denied~~<sup>thoroughly</sup> denied by Watkins in his answer that Watkins received from the Idm the wards money to indemnify him as security, & it is proved by Halls deposition - The security seeks to set up as an offset against the Plff claim the amt paid by him for Abraham Redd - to all the claims proved Watkins was security. Watkins says in his answer his aid to Redds family was gratuitous, yet he now seeks compensation out of the funds of the wards which he does not deny he rec'd -

The Idm should hence be charged with the amt (\$197.18) being 1/2 of the bal due from Elias B Watkins Adm - this amt should be equally entitled between the wards  $\frac{2}{197.18} = \frac{97.59}{97.59}$  - this was rec'd by the Idm on the 25<sup>th</sup> Dec. 1837 & the amt should be regularly made up to Feby 1846 when the Guardianship terminated by the death of the Idm & from that date simple interest alone chgd -

The above amt is shown by the said Adm of which is filed on behalf of the Plffs & the payment is proved by Gays deposition - The Commissioner will also make up an ac of the transactions of Tho J Clemens Adm of Abraham Redd showing that no assets have come to his hands -

Spirey wife  
et al -

Redd's Admrs  
et al -

Note by R. B. Watkins Atty -

The Note of the Atty for R. B. Watkins the security of Abraham Redd as Guardian of his children Alfred Redd & Elender Spirey late Redd, admits the reception by said John of the amt due his wards from the Admrs of R. B. Watkins, but contends that said wards, should be charged with Board until the close of 1843 when they were able to support themselves, notwithstanding the John was the father of the wards as he on account of their poverty was unable to support them without the aid of their property. And that if thus charged the wards would at the close of 1843, be each in debt to the John in the sum of \$30.24; see Note page 4. In answer to which it is submitted;

1<sup>st</sup>

That in no case has a court of chancery made such an allowance except on the petition of the parent; such allowances are usually prospective, rare & retrospective never have been made except on the application of the father. A court of chancery will never make such an allowance where the father has not only not made it, but kept no charges against his children & has expressly repudiated any such claim by fully paying over to the security & leaving in his hands full indemnity for the amt he has recd as John, & so indemnifying him in the spring of 1841, some three <sup>or four</sup> years after his qualification as John, & when the principal part of the expense of supporting the wards had been incurred. Under the former statute no encroachments could be made on the principal of the estate without a prior order of court.

2<sup>nd</sup>

No charge for board to the extent even of the annual income can be made, as it is evident from the deposition of Thomas Hall (the only one of the witnesses who speaks from actual personal knowl-

4-

|                        |                   |          |
|------------------------|-------------------|----------|
| 1841 Dec. 31           | By amts. due ward | \$ 19.76 |
| "                      | To 1/34 Board     | 25.00    |
| "                      | By Bal. due ward  | 5.24     |
| 1842 Dec 31            | To 1/34 Board     | 25.00    |
| "                      | To Bal. due ward  | \$ 30.24 |
| Int. fr 31 Dec 1842 to |                   |          |
| 31 Dec 1857 - 12 yrs - |                   | 21.72    |
|                        | Sum for           | \$ 51.96 |

The same as to Elderer!

The case is a clear one for an acct. & as above stated, I think - I have taken \$25 as average board from what the witnesses say (20-25 + 30 \$).

Respy  
John R Kelly  
atty for  
D. D. W.

Living by  
in  
Held of Supr.  
Circuit Ct.  
J. R. Kelly  
J. R. Kelly

for board when not so able. — So that if  
 Abram Ridd were alive & this suit were  
 brought to recover what he owed, as <sup>you</sup> get  
 he could set up offset for board by proving  
 his insolvency & inability to support them  
 — see 1 Parsons on Contracts p. 256 &

McPherson on Infancy vol 31. Law Library p. 517

If this be so how much <sup>more</sup> equitable is  
 it for the security to be allowed to set up  
 such offset? I admit if there were  
 proof before you to show Abr Ridd had  
 expressly refused to charge Board, that  
 then the principles which decided the  
 case of Setana & Butler children, brought by  
 me a few years ago in your court <sup>might</sup> ~~be~~  
 govern this case (see Com. Hayden's Report  
 in that <sup>& judge's notes</sup> case) — But here there is no  
 such purpose made known — Is it equitable  
 that the security should be allowed to  
 set up an offset for Board for these  
 children? Certainly justice requires it.

— I may go further and say that if Abr Ridd  
 had not been the father of the wards, his promise  
not to charge board would not prevent the sureties  
 from setting up claim for Board, because  
 such a promise would be without consideration  
 see Armstrongs heirs vs. Wakeup. 9 Crat. p. 372

This case settles the claim are now set

up in our favor, it declares, that <sup>heirs (I may not,</sup> a security)  
may set up a claim for board, where none  
was set up by guardian & even where he  
said he intended to set up none —

In the case before you we have shown that  
 Abr Ridd was in the condition, which exempted  
 him from the obligation not to charge board,  
 & as he has never said he would not charge  
 board, the case comes fairly under the  
 principle in Armstrong v. Wakeup —

We therefore claim a reasonable board  
 from July 1837 to 1843 for each — to wit:  
 Alfred Ridd — from July 3<sup>d</sup> 1837 to 1843  
 & Elender same — which will leave  
 the acct. thus  
 Alfred Ridd.

In acct. with Abr Ridd for  
 1837 By 1/2 of \$190 recd. of Elia, Wathen

|                                |         |
|--------------------------------|---------|
| Intake                         | \$95.00 |
| Dec 31 To board 6 mth in 1837. | 12.50   |
| 1838                           | \$82.50 |

|             |         |       |         |
|-------------|---------|-------|---------|
| Dec 31      | By 1 yr | Int.  | 4.95    |
|             | To 1 yr | Board | 25.00   |
| 1839 Dec 31 | By 1 yr | Int.  | 62.45   |
|             | To 1 yr | Board | 3.74    |
|             |         |       | \$66.19 |
| 1840 Dec 31 | By 1 yr | Int.  | 25.00   |
|             | To 1 yr | Board | 41.19   |
|             |         |       | 2.46    |
|             |         |       | \$43.65 |
| 1841 Dec 31 | By 1 yr | Int.  | 25.00   |
|             | To 1 yr | Board | 18.65   |
|             |         |       | 1.11    |
|             |         |       | \$19.76 |

To Mr. Young Comr

Redd sal.

n.

Redd's adm'r

The atty. for D. D. Watkins  
one of the depts. presents this  
view of the case to Comr. Young—

Abm Redd quald. as son of Alfred  
Redd & Eleander Spirey (late Redd) on  
3 July 1837 — at that time & until his death  
Abm Redd was totally incompetent & without  
aid from some source, other than the labor  
of himself & family would have had to  
have gone to the poor house, in all probability.  
— these facts are <sup>for the most part</sup> admitted in the Bill <sup>are</sup> signed  
~~to settle~~ — The said Alfred & Eleander from  
July 1837 to 1843 were very small and  
unable to take care of themselves as is abundantly  
proved — being about 4 & 5 years old in 1837 & of  
course 9 & 10 in 1843 — It is also fully  
proved that allowing Abm Redd all the  
funds he recd. as son by way of board, yet  
he could not support his family —

Now under these circumstances, he had  
the right to charge a reasonable board —  
for while the law compels every father  
to support his children if able, without  
pay, yet he will be allowed to charge

Spiny sal:

or

Redd's adm

notes by  
Mr. R. Kilby atq  
for Sept.

assumed that \$190. had been recd. not that I admit any such thing, but to make the most liberal estimate & yet show the Deft ought not to pay any thing if board be allowed —

But Mr Hayden says no such allowance has ever been made by a Court of Chy. — I think he is mistaken, in *Hoppe v Roster* 1 Mun 119 similar allowances were made under extraordinary circumstances — are not such the circumstances here — The *jd.* abn Redd, totally Involunt, in bad health & almost starving, was put in possession gratuitously, by D. D. Watkins, of aid, by which he lived & fed his wards (the *plts*) — only \$80 was on hand (even allowing it to have been on hand at all & assuming Mr. P. Gay as adv of Elias B. Watkins overpaid him anything, which the proof we contend does not show) — the interest of which being  $\frac{1}{2}\%$  totally insufficient — as indeed was all that they were entitled to — and if the wards had no income & could not live without the use of so small a principal & without aid from neighbors also, can not a Ct. of Equity say that this is an extraordinary case & being satisfied that every dollar ever recd. has been more than spent, no decree shall go to make a security now pay such sum, & thus give the *plts* the benefit twice of the same amo. — If the wards could not live without using their Principal, & were to buy necessaries to live on, & on a credit too, could not the principal be subjected to pay such debt to a creditor — if so why not protect a security from repaying that which went to pay for absolute necessities —

The evidence of Mr Hall does not prove that the *plts* were ~~of~~ any profit to the guardian (and the facts show the impossibility of any such thing as the *plts* were during the period referred to from 4 to 12 years of age (and it is too extravagant to suppose a child at 12 even could be of any profit when a negro of that age at that day would be worth nothing —

Mr Hayden mistakes the case, when he says "Watkins the security aided abn Redd gratuitously & now seeks compensation out of the wards" — The security (Watkins) did aid Redd gratuitously and thus enabled him to live (and keep the *plts* from starving, the now only claims that Redd may be allowed for Board &c. not himself — it is true if allowed to Redd it relieves Watkins, but this is I apprehend a different case — Suppose Redd had obtained food <sup>for his wards</sup> by purchasing it on a credit <sup>& having it charged to them</sup> & had died not paying for it could not the creditor have recovered it out of the wards principal, by showing that the same was absolutely necessary for their existence, notwithstanding no order of Ct. had been obtained — & if so is that a stronger case than this — is a security less the object of regard by a Court of Equity than a creditor — I ask a recommitment of the acct. with direction to allow the board & to disallow the \$197.18 —

John R. Kilby  
atty for Watkins

Spivey &c.

27

Redd's adm.

In addition to what I have stated to Mr. Young, Com (to which statement is annexed) I add the following, in reply to Mr. Hayden -

The Com. has charged the Deft. Sempsey D. Watkins with \$197.18, one half of Balance due by Isaiah P. Gay as adm of Elias B. Watkins, when no certain amts. is charged to have been placed in Watkins hands as indemnity, and Thos. Hall does not prove that any particular amt. was left, but speaks of the sale of negro & that out of such sale, as sum may left &c. - Elisha Gay also is introduced to prove the same, but does not - he only proves that Is. P. Gay adm of Elias B. Watkins paid abn Redd a note of \$47, balance on settl, &c, he supposed on settl of his private & gen. matters - The amts. expressly states the amt. left was \$80 & that it was left for different purposes, & exhibit filed with Hall's Deposition shows it was \$80, yet the Com has assumed that abn Redd recd \$197.18! - The Evidence of Elisha Gay we contend is to be disregarded, - The party should have produced some acct. from abn Redd to Is. P. Gay that the bal. due by Is. P. Gay as adm of Elias B. Watkins was ever paid over - where is the evidence that Isaiah P. Gay ever paid over the Balance? The testimony of Elisha Gay as to the settl, relates to a period 20 years ago & is not probable he has any distinct recollection of what the sum of \$47 was for - whether it was for abn Redd's individual share of Elias B. Watkins estate (for Redd's wife was an heir) or not. In making my statement for Mr. Young I

Sperry wife to h.  
m. 3 Com. (young)  
3 2<sup>nd</sup> Sept.

Redds Acct. to h.

---

Sept. 12<sup>th</sup> 1839 filed

---

which appears to be \$197.18. It appearing by said Hollis' deposition that, when the money was paid by the purchaser of the negro referred to by him, at the request of Watkins with his aid, he made a statement of the amt. then due the word & counted the money out for Watkins - which amt. could not have been less than the sum herein above reported.

C.

Account marked, C. Shews the amounts due the plaintiffs respectively from Abraham Redd their late gen: including & excluding interest. To wit-

Am't. due Zachariah A. Spier & Elvira his wife on the 15<sup>th</sup> day of Octo: 1838 of principal & interest \$181.99

Am't. due same excluding interest 98 59

Am't. due Alfred Redd as above pr. int. 181 99

Am't. due same excluding interest 98 59

The notices & deposition referred to are herewith filed.

Given under my hand as a Commissioner of the said Circuit Court, the day & year first herein written.

A. J. Young

Time employed by Court. 16 hours - Com. fee \$12.00  
Charged to plaintiffs.

A. J. Young Comr.

Com. fee . . . \$12.00

Shff. fee . . . 2.00

J. Hall writup . . . .50

Costs before com. \$14.50

Commissioners Office, Isle of Wight Courthouse.  
August 6<sup>th</sup> 1859.

To the Circuit Court of Isle of Wight County.

Pursuant to a decree of the said Court, rendered on the 20<sup>th</sup> day of May 1859, in a suit therein depending, in which Zachariah T. Shiver and Elenor his wife, and Alfred Redd are plaintiffs, and Thomas J. Clements Admor. of Abraham Redd decd: and Dempsey D. Watkins are defendants. The undersigned, one of the commissioners of the said Court, reports to the Court, that on the 9<sup>th</sup> day of June last, he issued notices to the parties interested, that he had appointed the 5<sup>th</sup> day of July, then next ensuing, for taking the following accounts, directed by said decree: "1<sup>st</sup>. an account, shewing, upon the evidence in the record, and such other proof as may be offered by either party, the amount paid by the admor. of E. B. Watkins to Abraham Redd as the guardian of his children."

"2<sup>nd</sup>. An account shewing the amount of money, if any, paid over by the said guardian, into the hands of the defendant D. D. Watkins, his security, for the purpose of indemnifying said D. D. Watkins against loss as such security."

"3<sup>rd</sup>. An account shewing the amount due the plaintiffs, including and excluding interest upon the same." which notices were returned to your Commissioner duly executed.

That on the day so appointed the said accounts were commenced, and not being completed, were continued to the 6<sup>th</sup> of August, then next ensuing; on which last day, being the date of this report. Your Commissioner made up and completed the foregoing accounts, marked respectively, A. B. & C.

A. Account marked A. Shews that on the 25<sup>th</sup> day of December 1837, Abraham Redd, received from Josiah S. Gay admor. of E. B. Watkins decd: as guardian of his children \$197.18.

This account is based upon the settlement of said Gay's transaction as admor. of E. B. Watkins, a copy of which is filed in the cause; and the evidence of Elisha Gay, also filed in the cause, shewing a settlement between said Admor. and said Abr. Redd.

B. Account marked B. Shews the amount of money paid over by Abraham Redd guardian of Alfred & Elenor, into the hands of D. D. Watkins his security, to indemnify said Watkins as such security. And from the evidence of Thomas Hall filed with a former report in this cause, and additional evidence of said Hall filed with this report, your Commissioner is of the opinion, and so reports, that the said Watkins received from said Redd, as indemnity to said Watkins or security, the amount due the word of said Redd at the time of the sale of the negro, referred to in the deposition of said Hall.

A.

An account shewing, from the evidence in the records, and such other proof as may be offered by either party, the amount paid by the Admin<sup>r</sup> of E. B. Watkins, to Abraham Redd as the guardian of his children.

Amount paid by Josiah J. Gay Administrator of Elias B. Watkins decd: to Abraham Redd guardian of his children on 25<sup>th</sup> Dec. 1837. \$ 197 18

---

B.

An account shewing the amount of money, if any, paid over by Abraham Redd guardian of Alfred Redd and Elinda Redd, to the defendant Dempsey D. Watkins, his security, for the purpose of indemnifying said Watkins against loss as such security.

Amount paid over by Abraham Redd to Dempsey D. Watkins as indemnity to said Watkins as security aforesaid \$ 197 18

---

C.

An account shewing the amounts due the plaintiffs from their guardian Abraham Redd, including and excluding interest upon the same.

1858

Octo. 15 This Sum due Zachariah A. Shiver & Eleanor his wife, who was Redd, from the estate of Abraham Redd, their late guardian, interest being included, as per account made up & reported to the Circuit Court of Isl of Wight, under a former decree in this cause. \$ 181 99

---

This Sum <sup>due</sup> same from the same, being wards portion of \$ 197. 18 received by her guardian, from Jos. J. Gay admin. of Elias B. Watkins, on 25<sup>th</sup> Dec. 1837 (interest excluded) \$ 98 59

---

1858

Octo. 15 This Sum due Alfred Redd from Abraham Redd his late guardian (interest being included) as per account made up and reported to court under a former decree in this cause. \$ 181 99

---

This Sum due same from same, being wards portion of \$ 197. 18 received by his guardian from the admin. of E. B. Watkins, as above, excluding interest. \$ 98 59

---

Spiny to  
27

Reeds and to

Exceptions to  
Com. Youngs 2?  
Rept.

Spivey &c

vs

Redd &c.

Exceptions to Com Young's  
2<sup>d</sup> Report, filed by D. D. Watkins one of  
the Defendants

1<sup>st</sup> Because the Com. has charged  
the debt with the amo<sup>r</sup> due the Plts;  
on the testimony of Tho<sup>s</sup> Hall, whereas  
the evidence of Hall does not shew that  
Watkins ever rec<sup>d</sup> the same, & if  
it did, yet no such charge should have  
been made as the fact is denied by  
the answer & one witness is not  
sufficient to outweigh the statement  
in the answer

2<sup>d</sup>. Because the Com. should not have charged  
the debt with the amo<sup>r</sup> alleged to have  
been paid Redd by Gay, as there is no  
sufficient evidence of such pay<sup>t</sup>.

3<sup>d</sup>. Because Com Young has committed an  
error in reporting as follows "It appearing  
by said Hall's Deposition that when the money  
was paid by the purchaser of the negro  
referred to by him, as the receipt of Watkins  
with him and he made a statement of the  
amt<sup>t</sup>. then due the vend<sup>r</sup>, & committed the  
money out for Watkins" whereas taking  
the whole of Hall's Dep<sup>t</sup>. together, he  
does not prove or say that Watkins  
retained any of said money, & does  
not say what became of the money.

For other causes, &c.

John R. Kirby att<sup>r</sup> for  
Oct. 3<sup>d</sup> 1839 Watkins

Sperry & wife et al }  
11 }  
Kidd's Administrators } Chancery

Rough decree

October Term 1857

To be entered.

R. H. Baker

19<sup>th</sup> Entered

Spivy & wife vs  
Redd's admr vs

This cause came on this day to be heard on the bill & on the answers of the defendants Dempsey Watkins & Thomas J. Clements a demur of Abraham Redd dec. This day filed by the the consent of the Court with general replication thereunto was argued by Counsel in consideration whereof the Court doth adjudge order & decree that a Comr. of this Court shall take an account of the transactions of Abraham Redd as guardian of the plaintiffs Alfred Redd & Elender Spivy late Redd which accounts he will state settle & report to Court with any matter specially stated deemed pertinent by himself or required by the parties be said stated.

Spiny snipe }  
as } his change  
Redd's adm }

Rough sketch  
May Term 1839

To be entered -  
R. W. Baker

9 - cut

Spivey wife

Redd's Adm'r.

& al's

This cause this day came on to be again heard on the papers formerly read, the report of Commissioner Young under a decree herein of Oct term 1838, & the exceptions thereto of the defendant D. D. Watkins, & was argued by counsel, on consideration whereof the court without at this time expressing any opinion as to said exceptions, on the principles involved by the proofs & pleadings in this case, doth adjudge order & decree that the said report be recommitted to the same commissioner for further statements & examination, & that said commissioner particularly report the following accounts;

- 1- an account showing upon the evidence in the record, & such other proof as may be offered by either party of the amount ~~paid~~ by the administrator of C. B. Watkins to Abraham Redd as the guardian of his children.
- 2- an account shewing the amount of money if any paid over by the said guardian to the hands of the defendant D. D. Watkins his security for the purpose of indemnifying the said D. D. Watkins against ~~loss~~ as ~~such~~ security.
- 3- an account showing the amount due the Pltfs, including & excluding interest upon the same - which accounts the said commissioner shall take, settled report to court with any matter specially stated, deemed pertinent by himself or required by the parties to be so stated.

Spiry Wife p.<sup>d</sup> (Ct. 8<sup>d</sup>)

Co.  $\frac{1}{2}$  Copy Decree

Redds adm<sup>r</sup>.

---

act.

At absent Court continued held for Isle of Wight  
County on the 20. day of May 1859.

Zachariah A. Spivy wife vs. Plffs.  
(against)  $\frac{3}{4}$  In Chancery.  
Thomas J. Clements, adm<sup>r</sup> of Abraham Redd, Demisey D.  
Watkins vs. Defts.

This Cause this day came on to be again  
heard on the papers formerly read - the report of Court  
young under a decree herein of October term 1858. and  
the exceptions thereto, of the Defendant D. D. Watkins - and  
was argued by Counsel: On consideration whereof, the  
Court without at this time expressing any opinion  
as to said exceptions, On the principles involved by the  
proofs & pleadings in this Cause, doth adjudge - order  
and decree - that the said report - be recommitted to the  
same Commissioner for further Statements & examina-  
tion. And that said Commissioner particularly report  
the following accounts: 1<sup>st</sup> an account shewing, upon  
the evidence in the record, & such other ~~evidence~~  
proof as may be offered by either party, of the amount  
paid by the administrator of E. B. Watkins to Abraham  
Redd. as the guardian of his children. 2<sup>nd</sup> an account  
shewing the amount of money, if any, paid over by the  
said guardian to the hands of the defendant D. D. Watkins <sup>for his security</sup>  
for the purpose of indemnifying said D. D. Watkins  
against loss his such security. 3<sup>rd</sup> an account shewing  
the amount shewing the ~~amount~~ due the plaintiffs  
including & excluding interest upon the same. Which  
accounts the said Commissioner shall take, settle and report  
to Court - with any matters specially stated - deemed perti-  
nent by himself, or required by the parties to be so stated.

At Copy

Test.

W. C. Latimer D.C.

Spring day } In  
                  } Chaney  
Reddelschne }  
Lulu

Rough sketch  
Oct-Term 1839  
To be entered  
R. H. Baker

Spirey wife

vs

Redds adm

& als-

This cause this day came on to be again heard on the papers furnished, & on the report of Commissioner Young made pursuant to a decree herein of May Term 1857, & the exceptions thereto of the defendant & Wathens was argued by counsel, on consideration whereof the court, being of opinion from the proofs & pleadings in this cause that Nathaniel Redd as the guardian of his wards Alfred Redd & Elender Spirey late Redd, received from Isaac P. Gay adm of Elias B Wathens the sum of \$197.18 to which the said wards were entitled share & share alike, which he subsequently deposited in the hands of E & W Wathens his secretary as such guardian, for the benefit of his said wards, & the court adopting ~~as much~~ <sup>as much</sup> of ~~the~~ <sup>the</sup> report of a said as & so much of ~~the~~ <sup>the</sup> report of a said as ascertains the sum of \$98.59, to be due each of the said wards, <sup>the</sup> Court overruling the <sup>said</sup> exceptions so far as the <sup>to the</sup> ~~same~~ <sup>same</sup> are inconsistent with the above opinion doth adjudge order & decree that E & W Wathens pay to Alfred Redd the sum of \$98.59 with interest thereon from the <sup>5th day of May 1857</sup> ~~date of this decree~~ & to Zachariah Spirey & Elender his wife the like sum, with interest from the same date & the court doth further adjudge order & decree that the plaintiffs recover from the said E & W Wathens their costs-

Spivey wife tal.  
n. <sup>2</sup>/<sub>3</sub>  
Ridd tal.

without at this time specifying any specimen  
as to the defendant's exception to the Comer's  
report, and without deciding the principles  
involved by the facts and pleadings in this  
case the court doth ad. or. doe that the  
Report of the Comer be recommended to the same  
Comer for further statement and examination  
& that the said Comer particularly report the  
following accounts

- 1 an account showing upon the evidence in  
the record and such other proof as may be  
offered, the amount paid by the Comer  
of Elias Watkinson to Abraham Red as the  
guardian of his children -
2. an account showing the amount of  
money, if any, paid over by the said  
guardian to the hands of the def.  
D. D. Watkinson his security for the purpose  
of indemnifying the said Def. Watkinson  
against loss as such security.
- 3 An account showing the amount  
due the plffs., including & excluding  
interest upon the same -

Shirley wife sal.

m. 3 order of qual. p.  
3 of go. filed with  
Chy. Bill.

Redds adm. sal.

---

Chas. H. H.

In Isle of Wight County Court July 3<sup>d</sup> 1837.

On the motion of Abraham Redd, he is appointed guardian  
for Elender and Alfred Redd his children, and with Dempsey  
D. Watkins his security, signed a bond in the penalty of  
\$400.00 Conditioned as the law directs.

A Copy.

Teste A. J. Young co.

Shirley et ux. et al.  
2 ch. 95<sup>th</sup> room  
3 filed with Bill  
in ch.

m.

Rudds adm<sup>r</sup>. +

Watkins

---

Exhibit B.

KNOW ALL MEN BY THESE PRESENTS, That we *Abraham Redd*  
*and Dempsy D. Watkins* " " "

are held and firmly bound unto *Parker Mills, David Roberts, Eum Eley*  
*and Jordan Parr* " " "

Gentlemen Justices of the *County Court of Isle of Wight County*  
now sitting, in the sum of *four hundred* " " "

Dollars; to the payment whereof, well and truly to be made to the said Justices, and their suc-  
cessors, we bind ourselves, and each of us, our, and each of our heirs, executors, and administra-  
tors, jointly and severally, firmly by these presents: Sealed with our seals, and dated this

*3rd.* day of *July* A. D. 18 *37.*

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above  
bound *Abraham Redd* " " " his heirs, executors, and ad-  
ministrators, shall well and truly pay and deliver, or cause to be paid and delivered, unto  
*Elender and Alfred Redd Children of Abraham*  
*Redd* " " " "

~~orphan of~~ " " " all such estate or estates, as now  
is, or are, or hereafter shall appear to be due to the said ~~orphan~~ <sup>children</sup> when, and as soon as *they*  
shall attain to lawful age, or when thereto required by the Justices of the said *County*  
Court, as also keep harmless the above named Justices, their, and every one of their heirs, ex-  
ecutors, and adminisrators, from all trouble and damages that shall, or may arise about the said  
estate, then the above obligation to be void; otherwise, to remain in full force.

Witness,

*N. P. Young D.C.*

*his*  
*Abraham + Redd*  
*mark*

\*\*\*\*\*  
\*SEAL\*  
\*\*\*\*\*

*Dempsy D. Watkins*

\*\*\*\*\*  
\*SEAL\*  
\*\*\*\*\*

\*\*\*\*\*  
\*SEAL\*  
\*\*\*\*\*

*A Copy.*

*Test N. P. Young co.*

*Isle of Wight Affair 3*  
*May 9th. 1857.*

of the Estate of Elias B. Watkins, was returned  
and Ordered to lie for exceptions; And at another  
Court held for said County the 5<sup>th</sup> day of March 1838.  
the same having been returned for more than two  
Months - and no exceptions filed thereto; is Confirmed  
and ordered to be recorded.

Teste. Nath<sup>l</sup>. Young Clk

Copy

Teste. J. C. Statmer D.C.

Elias B. Watkins Est:

With.  $\frac{2}{3}$  Settlement.

Jos. P. Gay adm<sup>r</sup>.

Copy

Springer & Ridd

vs.  $\frac{2}{3}$  Chy.

Watkins, &c.,

The Estate of Elias B. Watkins. In account-  
 With Josiah P. Gay — admr.  
 1837  
 June 15 To find Mills & Powell making 2 Coffins for decd.  
 & a Negro . . . . . 9 00  
 " paid 3 Appraisers of the Estate . . . . . 3 00  
 " paid Jan tax 1836. & 1837. . . . . 58  
 " paid Clks. tickets . . . . . 37  
 " paid Abr. Red Keeping Negro & Mrs. this yr. . . . . 16 25  
 " This to pay Clk. for recording this op. act. cont, &  
 & Genl account . . . . . 3 11 28  
 " paid Comr. for mkg. up this act. . . . . 1 00  
 " paid Abr. Red for taking an insane & helpless  
 boy during life, at public Sale . . . . . 3 94 50  
 The admr. Comr. on \$330: 87 for the hire & sale  
 of a Negro Eliza @ 5 p. cent. . . . . 3 16 34  
 To this sum due the Estate Decr. 31. 1837 394 36 1/2  
 1837 \$546 88 1/2

Jan. 1 By this sum due the Estate on a guardian of  
 with P. Josiah P. Gay, which is on record . . . . . 3 209 21 1/2  
 By Int. On. Clo. to 21. Novr. 1837. . . . . 11 17  
 Decr. 25 " Sale of Negro girl Eliza due this day 326 50  
\$546 88 1/2

In obedience to the annexed order of the County Court  
 of Isle of Wight, bearing date 2<sup>d</sup> Octo 1837. to me directed,  
 I have pursuant thereto, After being sworn thereto as  
 directed in said order, Made up the foregoing acct.  
 of the transactions of Josiah P. Gay admr. of Elias B.  
 Watkins decd: & find a balance due the Estate of three  
 hundred and ninety four Dollars and thirty six cents,  
 & 1/2. \$220: 38: is to carry interest from this day. & \$173: 98  
 is to carry interest from the 25<sup>th</sup> day of Decr. next.

Given under my hand this 21<sup>st</sup> day of Novr. 1837  
 Edmund Eley S. C.

At a Court held for Isle of Wight County the 1<sup>st</sup>  
 day of January 1838. the foregoing account current

x

J. P. Gay

note

\$47 —

282

47.00

49.82

50

50.32

56.39

50.32

\$6.07

This day I and ~~John~~ ~~Richard~~ ~~Read~~ came to a settlement and  
I find my self indebted to him in the sum of forty seven  
dollars on the acct. of ~~John~~ ~~Richard~~ ~~Read~~ B. Watkins, which I promise  
to pay ~~with~~ ~~himself~~ ~~on~~ ~~date~~ as writing my  
hand and seal this 25<sup>th</sup> day of Oct. 1857

Witness  
Elisha Gay

Joseph

To be included  
in statement of acct.  
p<sup>d</sup>. by D. D. Watkins  
for A. Vedd.

It is quarterly Court held for the County  
of Isle of Wight so make the following  
presentments to wit

180  
Periol J. Hall  
at canaville  
the son of  
\$3.78 Bellanca  
On this note  
Decr to 24. 1843  
O. D. Watkins  
for O. Read  
Security lost

54  
Abram Redal  
Doz Bell  
Cavels & Borno  
\$6.39  
6.58  
Judgt  
M. W. S. & Co  
Paid per  
for this man  
J. B. S.

on demand we and each of us do hereby promise  
to pay or cause to be paid unto Hauls &  
Bourmes the just and full sum of Six dollars  
thirty nine cents good and lawful money of  
Virginia for value received as witness  
our hand and seal this 22<sup>nd</sup> March 1843

Witness

Wm. J. B. Garton

Abraham <sup>his</sup> Reed Seal

Penry <sup>his</sup> O. Watkins Seal

20 cut  
120 cut  
90 cut  
110 cut

23.20

Kind pay from S.B. Math.  
July 7th 1824

Abraham Beolo  
& others La Zetou  
C. Eley  
\$ 20

five days after date we and each of us do  
hereby promise to pay or cause to be paid  
unto Eum Oleg<sup>son</sup> his heirs or assigns the just  
and full sum of twenty dollars good and lawful  
money of Virginia for value received as  
witness our hands & seals this 28th January  
1843

Witness

Wm. J. Beaton

20  
6  
120

Abraham<sup>his</sup> & Medol<sup>maker</sup> Seal  
Jno. P. Watkinz Seal  
Cempey Watkinz Seal

Abraham Bodol

To 3 Tol.

Cam Eley

\$17.90

10640

(2)

\$20 88 was twenty dollars  
and six cent paid to  
Matthew in place of being  
in this month of March  
July 12 1864

1790  
6  
10740  
10840

2320  
2083  
4403

On Demand we and each of us bind Ourselves our  
Heirs &c to pay unto Eum Eley Senr. his Heirs or af  
-signs the Just and full Sum of Seventeen Dols  
-lars and Ninety Cents Current Money of the  
State of Virginia for Value of him Receiv<sup>d</sup> as  
Witness our hands & Seal this 28<sup>th</sup> day of January

1843

Witness

Wm<sup>th</sup> J. Beaton

Abraham <sup>his</sup> ~~Widd~~ <sup>maker</sup> Seal  
Jno. R. Watkins Seal  
Cempsy. C. Watkins Seal

71

8th May 1843 Received of Capt Dampsey &  
Watkins thirty nine dollars & sixty nine  
cents as security for Abram Mead in  
full of two Certificates of the said Mead  
In favour of O. W. Flynn  
Amos T. Beaton Secy

9.

19th Feby 1844 M<sup>rs</sup> Geo<sup>s</sup> of Captt Dampney  
D. Watkins as security for Abram Moore  
Eleven dollars fifty seven cents in full of  
an execution V<sup>o</sup> them in favour of Jeremiah  
Hollan~~apine~~ of La cote H. Duch~~et~~  
Mrs J B. Carr. Cont.

Abram All  
Lamprey & Butler  
by Note

A. B. Johnson

\$2.00

On Demand I Promise to pay or cause to be paid unto  
Allen. L. Johnson the just and full sum of two Dollars good  
And lawfull money of Virginia it being for value of him  
Recd. up witness my hand and seal this the 16 day of August  
1842

Witness

A. L. Johnson

his  
Abram + Redd Seal  
mark  
Dempsy. L. Watkins Seal

20

3  
60

\$20.00 Dolls. —————

Cts:

to  
of

*P R Flynn*

*Twenty*

promise to pay  
order or assigns, the sum  
Dollars ————— Cents;

for value received; for which payment well and truly to be made, *we* bind *ourselves*  
*our* heirs, executors, administrators and assigns, firmly by these presents.

as Witness *our* hand and seal this 1<sup>st</sup>

day of *Nov*

1842

TESTE,

*J. M. Hall*

*Shraham*  
*mark*



*Dansey D. Watkins*



1196

35 1/2  
38





11 Dolls: 91 Cts.

to  
of

*O R Flynn*

*Elmer*

promise to pay  
order or assigns, the sum

Dollars 91 Cents;

for value received; for which payment, well and truly to be made, ~~we~~ bind ~~our~~ self  
our heirs, executors, administrators and assigns, firmly by these presents.

Witness ~~our~~ hand and seal this 1<sup>st</sup> day of ~~Nov~~ 1842

TESTE,

*J. W. Hall*

*Abraham*  
*mark*

*Dempey D. Watkins*



Ex & Grant  
Wm D

G. Pearl

73 Apr

\$1.75-

Abraham Peard

1842

Oct 10<sup>th</sup>

To Wily W. Robert  
To Repairs of Wheel

L8

10/6 - \$1.75-

Decr 12th 1843 Pay the  
within to Arminiah Holland  
without recourse to me  
after two months

J. Duck

Alcum Redd &  
others to Duck

Note / \$17.68

proceeding  
R

on Demand we and each of us do hereby promise  
to pay or cause to be paid unto Jacob. H.  
Buck his heirs or assigns the first and full  
sum of Seventeen dollars sixty eight cents  
good and lawful money of Virginia for  
Value recd. as witness my hand & seal This

21<sup>st</sup> Janry 1843  
Witness

Wm. Y. Beaton

Abraham <sup>his</sup> ~~son~~ <sup>son</sup> + Seal  
Ceney O. Watkins Seal  
Geo. A. Watkins Seal

Abraham Reed

to } Note

Eley \$11.00

Judgment

Boyer D

pd by S.D. Waples

On Demand we and each of us do bind ourselves  
Our heirs &c to pay unto Eam Eley Senr. the sum of  
Eleven Dollars current Money of Virginia for  
Value of him recd. as Witness our hands & seals this  
27<sup>th</sup> day of July - 1842

Witness  
Elisha Gay

his  
Abraham & Reep Seal  
mark

Jno. W. Watkins Seal

Subscribed & sworn to at 28<sup>th</sup> Nov 1842

Abraham Redd

to  $\frac{3}{4}$  Note

Elev

\$2.00

On Demand we find ourselves our heirs & to pay  
unto Eum Ely for his heirs or assigns the sum of  
Two Dollars bought for the use of Virginia for value  
recd. Witness our hands & seals this 27<sup>th</sup> day of July  
1842 this State being for Govr

Witness  
Elisha Gay

Abraham <sup>his</sup> Red Seal  
mark

Jno. G. Watkins Seal

July the 28<sup>th</sup> when Rekenew 1843

paid By D. D. Watteans

Abraham Redd  
de  
to  $\frac{3}{4}$  Note  
Eley \$12.00

Indgment  
13 of kin P.

On Demand we and each of us bind ourselves  
our Heirs &c to pay unto Eum Eley Per<sup>r</sup> his Heirs &c  
the Sum of Twelve Dollars current Money of the  
State of Virginia for value of him rec<sup>d</sup>. as wit-  
ness our hands & seals this 8<sup>th</sup> day April 1842

Witness

Alfred Braden

Abraham <sup>his</sup> ~~Brad~~ Seal  
mark

January 28. Renewed 1843

Dempsey D. Watkins Seal

On the 20<sup>th</sup> day of June 1859 I delivered  
to Sampson D. Mackin a copy of the  
within.  
for P. Gay  
Hff-

and on the 22<sup>nd</sup> day of June 1859 I delivered  
to Zachariah A. Spier a copy of the within  
& left one with said Spier for Alfred Radd  
he being from home & living all in  
one opening.

David Beaton Esq.  
for Jos. P. Gay Hff

I acknowledge the service of the within  
by Hff. mme

Thos. Clements

Spier & wife tal.

2 Corn. P.

3 Radd's

Radd's adm. tal.

20<sup>th</sup> July 1859.

July 5. Corn. & W. C. Aug. 1.

Loan to Henry

Commissioners Office, Isle of Wight  
Courthouse - June 9th. 1859.

To Zachariah A. Spivey and wife,  
Eleanor, Alfred Redd, Thomas J. Clements  
adms. of Abram Redd decd; and Dempsey  
D. Watkins.

You are hereby notified that  
I have fixed upon the fifth day of July next,  
at my office, for taking the following accounts  
First - An account, shewing, upon the evidence  
in the record, and such other proof as may  
be offered by either party, of the amount paid  
by the administrator of E. B. Watkins, to Abram  
Redd as the guardian of his children.  
Second - An account shewing the amount of  
money, if any, paid over by the said guardian  
to the hands of the defendant D. D. Watkins  
his security, for the purpose of indemnifying  
said D. D. Watkins against loss as such security.  
Third - An account shewing the amount due  
the plaintiffs, including and excluding interest  
upon the same - directed by decree of the Circuit  
Court of said County, rendered on the 20<sup>th</sup> day  
of May 1859, in a suit therein depending -  
between the said Z. A. Spivey wife & Alfred  
Redd plaintiffs, and Thomas J. Clements adm.  
of Abram Redd decd; and Dempsey D. Watkins  
defendants - at which time you are required  
to attend.

Given under my hand as a commis-  
sioner in chancery of the said Court, the day  
and year first aforesaid.

N. J. Young