

1859-012 Chancery Causes: George J. Purdie v ux vs Joseph B. Whitehead v John R. Purdie v al Folder 1
Sale of Wright County James Thomas, John E. Adams v al vs George J. Purdie v ux, Joseph B.
Whitehead, trustee v al

Sally Purdie v al, by & c v al vs Joseph B. Whitehead, trustee v George J. Purdie +
ux
other surnames: Powell, Lightfoot,
Barrett, [Thomas & Adams] White
Jordan, Pedin, Womble, Whitfield,
Wilson, Pasteur, Woodley, Murphy,
Atkinson, Southall, Morrison,
Pasteurs, Barret, Valentine,
Pinner.

Pardon Sale.

no. 3 Chrys.

Whitbread Sale.

Jan'y mch. 1850. Bill filed
and ans. spec. to Feb'y.

Feb'y. mch. 1850 gdn. as taken
ap'd. mch's, ans. filed Sept.

Ap'd. mch. ans. of Whitbread &
Jno. B. Pindie & rep.

May Term 1850 Doctated by
consent & decree for act's.
O. B. p. 245.

Sept. 13th. 1850 resp. of
com. Lightfoot, filed.

Octo. Term 1850 decree for
act. O. B. p. 257.

May Term 1837 Leave to
Defts. Thomas & Adam, to file
corp. bill & comd.

rdce H. W. H. H. H.

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

W. H. H. H. H.

Octo. 1851. Contd.

May 1852. Contd.

Octo. 1852. Contd.

May 1853. Contd.

Octo. 1853. Oron in this case
& the case of Henry & Adair v.
Parker together. O. B. p. 18.

Octo. 1854. Decree L. H. L. 36.

May 1855. Contd.

Octo 1855. Do.

May 1856. Contd.

Octo 1856. Contd.

May 1857. Contd. for upl.

Octo 1857. Contd.

May 1858. Contd.

Octo 1858. Contd.

Octo. 1859.
for upl. of case

Wm
(Thomas
Adams)

Agar

papers

Geo. J. Purdie & als.

1851. Octo. rules. Prop. bill
filed, A. P. Young ap^o g^ond ad litem
to inst^o defts. his ans^o filed
& gen^l rept and decre^e in
v^o other defendants

Nov. rules Bill taken for
confess as to all the adult defts.
Dec. rules Cause set for hearing
on pt^l motion.

May 1852. continued

Octo. 1852. leave to def^s Whitehead
to file his Ans^o

Octo. 18. 18th 1853 Defts. filed.

Pennin Swift

• n 3 birds
whiteheads &

Long. m. 1850

a. Althaus
p. 9

= why it has been impracticable
to pay the debts with the large
amount of receipts. It is true you
water and water may be used
a delusion or to the profit of the
estate, a receipt of money, and
and paid, but a receipt that passed
by the trustee, but they are aware
that the said trust shall be settled
and the property returned to
the said George J. Spencer who is
now fully competent and able
to manage his estate. It is true
that the said George J. Spencer
cannot be a trustee, but it is for the children
to wit, Sally, John, Thomas and
many others who may possibly
be regarded as beneficiaries in
under the above said. But if
as is alleged to be true, the said
George J. Spencer is competent to
manage his estate, then it is but
reasonable and proper that the
authority of the said trustee
should be set aside, and the property
rested in your compliance
to the children and benefit of the same,
and then divided. Your orator
and writer refer to the said deed
between themselves, the said trustee
- which is here filed with
the inventory of the estate attached, and
which are to be taken for consideration
of part of this Bill of complaint.

You complainant disavow any intention to charge a fraud upon the said Joseph B. Whithead or any one concerned in the execution of the deed but it is certainly made inadvisable because the said George Spencer intended to divert himself and his wife of all control over the property, yet thus are restrictions imposed which no husband and wife should be placed in reference to their estate. You complainant charge that the said Joseph B. Whithead, by virtue of the said deed possessed himself of the whole estate of the said Spencer and has had the contents thereof from the date of the previous - the large sums of money arising from the rents of lands, the cattle, bridges, rents of slaves, sale of lands and personal or other produce of crops made by and received over to the said George Spencer and transferred to him the said trustee by the said executor - the said George Spencer is indebted to some few persons at the time the deed was made, and you complainant falsely hoped the said debts had been paid off, but they are owing that debts to a considerable amount are still due & unpaid, notwithstanding the large receipts by the trustee. You complainant also charge that the said Whithead has signed to commit a fraud upon their rights, but so it is that they cannot comprehend

control of the said Pender, and his wife, so
that the said George Pender and his wife may
should not have or enjoy and exercise
any care, management, attention, author-
-ity or use over the said property - so as
that neither the said George Pender &
wife, or either of them, can in any possi-
-ble manner (except by the will of the
of the said whitehead), exercise any
right over any portion of the said estate.
But the said deed provides that the
said whitehead shall, with the bond,
account, in equity &c. then due to the
said Pender pay off the debts owing
at the time of the execution of the said
deed. - Indeed the conveyance deprives
you and your wife of all control
or right in and about their property, &
fully as if they had conveyed, bought
and sold and delivered up the same
to a purchaser or purchasers - and the
said whitehead is made the master,
guardian and governor of the said her-
-base, wife and children, as fully
and effectually as the they were
before a slave, dependent upon
his master's will. - ~~For a statement of~~
Your complainant says that at the
time the said deed was made, the said
George Pender was addicted to in-
-temperance which caused him to neglect
the interests of himself and family,
but having been convinced of the
mistake, consequent upon a life of
dissipation, and intemperance, he, by
for more than two years, entirely
reformed in his habits, he now is sober
industrious and economical, &
in every way capable of taking care
of & managing his estate, or rather

that which he has imperfectly conveyed
- as by the deed appears. - It
must be apparent to every reflecting
mind, that had the said George
Pender been properly advised of the
consequences to arise to him, his wife
and children by the execution of the
deed to Mr Whitehead, it never would
have been made - nor could the
said Mary, his wife and children
have recovered to their present condition
could she have had the power to
prevent it. - You state also that at
the time of the making of the said
said George Pender and the said
Mary were, consequently, the said
George Pender had a good estate
worth at the least of \$20,000 in the
estimation of the ancestor to his father
from whom he acquired it by 12th,
and she had the right to expect a
comfortable support for herself & the
offspring - but so it is, may it please
your honor, by the misadventure &
imprudent deed so as aforesaid, that
she and her children are placed
in a very dependent condition, &
neither she or her husband, can exer-
-cise any right over the said prop-
-erty of which her husband was
possessed unless by the permission of
the said whitehead - the terms of the
deed are such as no man in
the possession of his reason would
have agreed to and to which the
said George Pender and his wife
would never have assented, had they
properly understood its tenor & effect.

To the Honble Richd H Baker Judge of
the Circuit Superior Court of Law and
Chancery for the County of Isle of Wight,
humbly complaining. Shew to the Court
your complainant George Spencer &
Mary his wife, of the County of Isle of
Wight, and state of Virginia - that on the
28th day of December 1862, the said
George Spencer made a deed to Joseph
B. Whithead of the said County, which
is of record in the County Court of the
said County, whereby the said George
Spencer conveyed unto the said Joseph
B. Whithead all that tract of land
situate of lands lying and situated on
Pagon creek near Smiths River, that
was devised to him the said Spencer
by his father and known as the "Cla-
rence tracts", and also his heirs
together with his negro slaves, Nancy,
Jade, Isaac, Betty and her child Jack,
and, Willis, Bile, Tom, Lorry, Washburn,
Rose, Elizabeth and old Mary King
and Mitty Spencer and the heirs
of the females, and also all his stock
of horses, mules, hogs, cattle, sheep, cows,
fowls, implements and effects of all
kind, either Agricultural or me-
- nial then in the possession of the said
George Spencer and his household, accoutre-
- ments, furniture, goods, chattels, effects,
a copy of which and is herewith
filed, and is to be taken as part of this
bill, as also the schedule thereto attached.
The said and conveying the whole of
the said George Spencer's estate to the said
Joseph B. Whithead, from and to the

complainant as that the said Francis
 Powell, Bartho. Lightfoot, Noble Barrett
 and James Thomas and John & Henry
 merchants under the style of Messrs
 Thomas & other creditors be made affy.
 to this Bill, as well as the assignees
 to the original Bill be made affy.
 to this Bill - that seven miles more sent
 over as is one of the to enable the mining
 men to be paid and make any more
 for the relief of the parties as may
 be necessary - W. A. Thompson

Remainder
 of the
 same
 with his
 consent
 at Oct. 10
 1830

To the Judge of the Circuit Superior Court of
Law and Chancery for the County of Shelby
in ch. Telling - Humbly complacant - I beg
to the Court your complacant in any more of your
and his wife may proceed - that whereas
time ago, in the Circuit Court of Shelby Co.
they filed their bill agt. Joseph B. White
- head, when Responded and then for infant
children - to wit, Sally, John, Thomas, and
Mary Responded as to any other
things that a settlement was made of the trans-
action of the trust for J. B. White head
& when Responded - that the respondents
filed their answers and prayers
have been had in the said case, which
will appear by the record of the said
suit in Equity which is now a part
hereof; that the complacant, by way
of amendment to said bill charges that
there are outstanding debts against the
said George Spencer or his trustee Es.
B. Whitehead which ought to be paid
out of the estate - that the sum of \$250
is due to Mrs. Frank & family with inter-
est on same from 31 Dec. 1868 to the
20th of Dec. 1869 at 6% per cent a year due for
\$75 with interest from the 10th of May
1869 to the said - To Mr. B. Barrett is due
\$18.30 for blacksmith work - To Thomas &
Mary seven hundred and five dollars &
67 Cents on an obligation made by said George
Spencer made 1st of Nov. 1869 - and
with a view to payment of the same, the

Thomas Adams et al
vs
Whitehead Trustee
of Purdie et al -

Complainant's Cross
Bill -

ed on said Whitehead's said instructions, that the said Whitehead had property of the said Purdie out of which the said claims could be paid - that if the said Whitehead purchased the said goods & merchandise in violation of his duties as trustee & without any trust funds of the said Purdie in his hands out of which they could be paid, the said Whitehead committed a fraud upon your complainants & other creditors furnishing similar articles & that the said Whitehead is personally responsible for the same - that the accounts taken in the aforesaid suit of the said Whitehead's transactions are enormous in allowing the said Whitehead commissions on the estimated rents & hires of the land & negroes loaned to said Purdie under said deed - for the commissions allowed said Whitehead on the amount borrowed by him from F Powell in 1846 to repair the toll bridge - that the money thus borrowed & other sums paid for the repair of said bridge, purchasing lime & other stock should be charged upon the principal of said property & not on the profits - the said enormous charges are shown by the accounts aforesaid which are prayed to be taken as a part of this cross bill - in tender consideration whereof & as your complainants are without remedy at law & can only be relieved by this Court of Chancery where matters of this sort are cognizable your complainants pray that to this end the aforesaid George J Purdie & Mary his wife, Sally, John, Thomas & Mary R Purdie four infant children of the said George J & Mary Purdie by some one appointed guardian ad litem to defend them in this suit, the said Joseph B Whitehead in his own right & as trustee aforesaid & the said John R Purdie may be made parties defendant to this bill & answer the same - that the said Joseph B Whitehead be required to show what amount of disbursements he has made on account of debts prior to the date of said deed & that an

account may be taken of the same & of the expenses of repair & repair put of the said trust property so far as the same have been paid out of the profits of said trust property - that an account if necessary may be taken of your complainants' claims & those of other creditors of said Purdie, both prior to the deed & subsequent who may think proper to become parties to this suit on the usual terms & that your complainants & the said creditors may be decreed satisfaction out of the principal of said trust property - that an account may be taken of the said trust property & the said Whitehead's said accounts be accounted & corrected in the sums specified - that the said deed may be set aside as void & your complainants & the other said creditors satisfied out of the property conveyed by said deed - that if the said relief cannot be granted that the said Whitehead may be made responsible individually to your complainants & other creditors of a similar class - & that such other further accounts may be decreed as may be necessary & such other further relief may be granted in the premises as the nature of the case shall require & to the Court may seem proper Your complainants will ever pray -

Hayden - JS

confine & limit the support of his family to the profits of the property settled, when such profits are insufficient for such support & that hence the said deed made by the said Purdie, a husband with a large & increasing family in which the wife of said Purdie did not join by which an insufficient fund was created for the support of the family, hence virtually depriving the said family of a support was illegal & void - that at the time the said deed was made by the said Purdie, the said ^{Purdie} was incompetent to make a deed owing to his habits of gross intoxication, that he was unable to comprehend the nature of the said deed & made the same without understanding its provisions & effects your complainants do not mean to charge that any intentional fraud was committed upon the said Purdie, but that from his aforesaid habits, as disclosed by the deed itself, his friends fearing he would waste his property, induced him to make a deed which from the disclosures of the deed itself the said Purdie was incompetent to make & your complainants charge that owing to the incompetency of said Purdie, the said deed was fraudulent & void & should be set aside & the property thereby conveyed made liable for your complainants said claims - your complainants charge that they knew nothing of the character & provisions of said deed at the time they furnished at the instance of said Whitehead, the goods & merchandize which were the consideration of said claims - they only knew that the said Whitehead had the property of said Purdie in his possession as the agent & trustee of said Purdie & was in the habit of providing necessaries for the said Purdie's family & keeping the bridge & other trust property in repair & at the request & under the instructions of said Whitehead your complainants furnished the said goods & merchandize to the said Purdie's family on the faith & credit of the said Whitehead & under the belief & funds

support - that by the provisions of the said deed the debts
judgments &c due on the date of its execution were appropri-
ated to the payment of the liabilities of said Purdie at that
date & the rents profits & issues were appropriated to
the support & maintenance of the said Purdie family -
your complainants charge that the said fund crea-
ted by said deed for the payment of the debts of said
Purdie due at the date of the deed was insufficient for that
purpose & that the fund created by said deed for the sup-
port of the family has been encroached upon for the
payment of the debts prior to the deed - the fund created
for the support & maintenance of the family has been still
further diminished by the expenses of the trust property, such
as the repairs of the toll bridge & other similar charges -
your complainants charge that the net proceeds of the
trust property under the provisions of said deed were
liable for the support of the family, & that your com-
plainants & other creditors who have contributed neces-
saries to the family & furnished materials for the repair
& support of the trust property, have a right to charge
the principal of said trust property to the extent to
which the profits & proceeds of the same which was
primarily liable to them has been diminished by the
payment of debts prior to the deed, & the expenses of the
support & repair of the trust property - your complain-
ants further charge that the fund provided for the
support of the family even when undiminished by
the expenditures aforesaid, was insufficient for the
support & maintenance of the family & your complainants
are informed & so charge that it is competent for this
court of Chancery to encroach upon the principal
of said trust property so far as may be necessary to satis-
fy your complainants & other creditors who have fur-
nished necessaries for the support of said family -
your complainants charge that a husband with a
large & growing family cannot so settle his property, as to

the same as, ^{trustee} as aforesaid - that the said trustee by virtue of the said deed has received the profits of the said trust property & disbursed the same, that the rents, profits & issues of the said property have been all exhausted in the payment of the debt of said Purdie existing prior to the deed & in meeting the current expenses of said property & share of the said Purdie's family & debts to a large amount are due your complainants & other creditors for necessities furnished the said Purdie & family, with the concurrence & under the instructions of the said trustee & also for the support of the said trust property, such as materials furnished for the repair of the toll bridge constituting a part of said trust property, & clothing & provision furnished the trust negroes, all of which debts were incurred by the said trustee - that the said George & Purdie & Mary his wife on the 8th of Jan'y 1850 instituted a chancery suit in this court against the said Joseph B Whitehead trustee as aforesaid John R Purdie, a co trustee in said deed, & Sally, John, Thomas & Mary R Purdie, four infant children of said George & Mary Purdie, praying a settlement of the said Whitehead's transactions as trustee aforesaid, the surrender of the trust property by the said Whitehead to the said Purdie & that the said deed might be set aside as void & for other purposes, that at the Oct term 1850 of said court, the said complainants filed an amended bill in said cause, against the aforesaid defendants & your complainants & other creditors of the said Purdie & his trustee praying that the debt due the said creditors might be paid out of said trust property & by a decree pronounced at the said term of said court, an account was ~~directed~~ to be taken of the said Whitehead's transactions as trustee aforesaid & of the outstanding debts due by the said

Purdie & his trustee binding the said trust property - that the accounts taken under said decree, showed that the profits of said property had been exhausted in meeting the current expenses of the property, paying the debts of said Purdie due prior to the deed & for the current expenses of the said Purdie's family & that debts were still unpaid due by said Purdie at the date of the said deed, as well as those incurred since for the repairs & expenses of said property & the support & maintenance of said Purdie's family - that on the hearing of said cause in said court at May term 1851, leave was given your complainants & other creditors of said Purdie to file their cross bill against the said complainants & the other defendants in said cause - your complainants charge that the debts repaid as aforesaid under said decree due your said complainants consisting of a bond executed by said Purdie to them for \$705.57 on 1st day of Nov. 1849 - with interest from date & the sum Exhibits of \$47.83 due them on open a/c of which Bonds open a/c B & C } respectively marked B & C, are herewith filed as a part of this bill, are for necessities furnished the family of said Purdie & materials for the repair of the toll bridge & other trust property from the 1st day of Jan'y 1846 to the 16th day of May 1851 - with the exception of the sum of \$281.04 part of the consideration of said bond, which was the amount of a bond given by said Purdie to J White for similar articles furnished by said White to said Purdie & which bond was assigned your compts by said White at the request of said Whitehead & included in said Bond given them by the said Purdie with the consent of said Whitehead & taken by your complainants under the advice of said Whitehead - that all the foregoing consideration of said debts were rendered with the knowledge & consent & under the instructions of said Whitehead & furnished at his instance either to said Purdie or to his wife & every thing so furnished for the use of the family was necessary for its

To the Honorable Richard H Baker Judge of the
Circuit Court for the County of Isle of Wight, in Chan-
cery sitting, humbly complaining, sheweth, to the
court, your complainants James Thomas & John E
Adams, merchants & partners trading under the
partnership name & style of Thomas & Adams, who sue
on their own behalfs that of all other Creditors of
Lease I Purdie who may chuse to contribute to the
costs of this suit - that on the 28th day of Dec- 1842 one
Lease I Purdie of the County of Isle of Wight conveyed
all his property, real & personal to Joseph B Whitehead
of said County on the following trusts as will appear
Exhibit } from a certified copy of the deed conveying the
A } same, marked (A) herewith filed as a part of this
bill, to wit; that the said Whitehead should take & re-
ceive all the property of said Purdie, real & personal, im-
ed, charges in action &c & out of the bonds, accounts, & judgments
due the said Purdie at the date of said deed pay off
the debts owing by said Purdie at the date of said deed
& on the further trust that the said Whitehead should
out of the rents, hires & profits of the property conveyed
by said deed support & maintain the family of said
Purdie during his life & at the end of the year in
which the said Purdie died, on the further trust
that the property conveyed by said deed should be
transferred by said trustee to the executor or other persons
entitled under any will which the said Purdie should
make & in default of said will, to such person or
persons as might be entitled to the same under the
statutes of descent & distributions - & the said Purdie
further covenanted by said deed that the property
therein conveyed, should in no manner be liable
to the debts, charges, liabilities or contracts of the said
Purdie or any member of his family - your complain-
ants charge that by virtue of the said deed the said trustee
took possession of the property therein conveyed & now holds

Pursuant to

order of the

commissioners of the

infants —

Filed
Jan 11, 1830
file 24

The answer of Sally, John, Thomas &
Mary Robinson herein infants by
Nathl. P. Young their pt. & attorney to
the bill of complaint in the Circuit
superior Court of law and chancery
for the County of Id. of right of liberte
of the children and others by Geo. Spencer
and his wife -

The defendants say & aver is &
to answer say they are infants of
very tender years and incapable
of protecting their rights - they
therefore ask the intervention of the
Court in their behalf & pray that
their interests shall be properly
served - Having answered &
(signed,

N. P. Young Geo. & Co.

Id. of Wright County Geo. This day
came before the undersigned who
is a justice of the peace for said
County, Nathl. P. Young who made
oath to the truth of the foregoing
answer so far as he knew or
believed - given under my hand
this day of Jan. 1850 -
JNO. H. Bateman (J)

Ino: W. Purdie

at. } Chy.

Amicus of

Purdie tabs. John R. Purdie

Ap. July 1830 filed.

in order to establish the said mill

constituted as he, to control & wear out, the obstinacy, occasional rashness
& reckless disregard of domestic & social obligations which ever characterize
the history of an unfortunate inebriate. Mr. Whitehead as far as this respondent
knows has not acted harshly, unkindly & in a despotic manner to the
Complainants. He believes, under all the circumstances, he has acted well
& faithfully to his trust. This accounts were, as by the wishes of the complainants,
incorporated in the "Deed"; submitted & made out (with proper vouchers)
before this respondent and he believes them correct. Owing to the misfortune
of your respondent the account of 1849, were not examined by him; he has
understood they were examined by Sarg. S. Purdie. your respondent denies all
fraud in the circumstances connected with the said deed. What motive had he or
any one? The whole benefit & purpose of that instrument looked to the interest
& welfare of the complainants & their children which he believes have been
subverted. He has no interest & never had any in the matter, other than such
as one must feel for a friendless youth, incapable of perceiving his duty,
an orphan - neglected by those whom duty it was to protect him, - throwing himself
& fortune on the dark tide of intemperance & vicious indulgence.

The above is the truth your respondent believes, and the preservation of the estate
which the complainants now enjoy, resulting from conduct now proscribed by them,
it is the effect of arrangements gladly accepted by them. This respondent,
~~having answered your letter to the effect that~~ in conclusion will say
that a deed without such restrictions would have been futile; the very disposition
and temper & conduct of George, suggested such restriction as essential, necessary
and peculiarly appropriate. Harry answered pray him &c.
J. B. Purdie

He of the County to wit:

Rev. N. Purdie personally appeared before me a justice of the peace
for the County of Mead, and made oath, that the facts as above set forth
in his answer, are true to the best of his knowledge & belief. Given under
my hand this 1st April 1857.

M. Monble J.P.

The answer of Geo. R. Purdie to a Bill filed V^s him & al.
by George S. Purdie & wife. In Ch^l Sup^l Ct of Law & Eq^y for So^l of up^r the county.
This respondent saving & reserving &c. for answer to so much of said Bill
as he is advised it is material for him to answer, - says that the most effectual & satis-
factory answer he can give to the allegations in said Bill, will be a narration of the
facts & circumstances which connected him with the "Deed" complained of. Your respond-
ent is the near relative of the complainant - Geo. S. Purdie, and was often applied to
for advice and directions. He will say, that the said George S. Purdie was left as the possessor
of a large estate by his father, but unfortunately, without capacity to manage, or
even to understand his affairs & business; and ^{his} tutelage or supervision extended
over him in his youth, - up to his manhood, was not favourable to his improvement.
He early indulged his appetite for spirituous liquors, to an alarming extent, which
produced its more than usual deleterious effects upon his passions, temper, mind,
& general conduct. His conduct before & up to the time of the execution of the said
"Deed" was marked by reckless extravagance & waste of his means & property accompanied
by violent & inexcusable treatment to the members of his family. Your respondent was
sent for by Mrs Purdie the wife of George, and when he reached her residence, she approa-
ched him with tears in her eyes, & in great distress, and begged your respondent to aid,
to do something for her, to save herself and children from starvation which must
inevitably be their fate unless George, in some manner was restrained or his manner of
life checked. and as the best, and as the only thing to accomplish that end, your respondent
suggested an assignment. It was gladly accepted & he requested to act as agent or trustee. he refused
and Nathl. Whithead was applied to, ^{to} prepare a deed in conformity with the wishes of the parties,
and reaching as far as possible the ends complained of. He prepared the deed, but refused the
trustee ship, whereupon Mr. Whithead was applied to with the full concurrence of the complainants.
Mr. Whithead after hesitating some time, at length consented to act. The parties were brought
to your respondent's office, ^{and} in the presence of several ~~persons~~ ^{the said} persons, was read over, and fully
& thoroughly explained in all of its parts & effect & bearing to the complainants & to
each of them; and then executed by them. Mr. Whithead entered upon the discharge of
his onerous & most troublesome duties and your respondent believes to the incalculable
benefit of the complainants; and but for this Deed & the restrictions imposed he
truly believes ~~that~~ that George S. Purdie, would long since have squandered
and utterly ruined his property & reduced his wife & children to hopeless want
and indigence. This property now saved is the beneficial fruit of that instrument -
as carried out by Mr. Whithead, for few men are so constituted, favourably

Whitaker & Co

at. 3/4 Chy.

Purdie & Co.

Consider of Whitaker & Co
G. & Co April 1850.

his property & having answered
New York

Joseph B. Whithead personally appeared before me a justice of the peace for the county of Greene & State of Ga. that the facts as above detailed are true as far as he knows or believes being under my hands, this the 4th day of April 1870

La S. Jordan (Ep.)

ultimately in the distance, to repair the damage caused by the terrific
storm of March 1846, your respondent was compelled to
borrow money - which he did with the concurrence of George &
Purdie, to the amount of \$
for which your respondent is now bound as security, to Mrs
Frances Powell the holder of the note given therefor. The public
was interested in the speedy restoration of this Bridge, and the annual
sum paid therefore by the Public depended upon its being kept in good
order. But for this, as in all other & every part of his transactions your respon-
dent is ready & willing & prefers at any time to render an account.
He denies that he has failed to return regular accounts of his acting
& doing. He has every year submitted his receipts & vouchers & account
thereof, before Dr. Geo. R. Purdie a near relation of the complainants, and
the one selected by them, for his & their inspection; until the last
year when in consequence of the embarrassments & business of Dr. Purdie
his attention could not be given to the subject, George & Purdie himself
examined & testified to the accuracy of this last. And this respondent
further says that he is now, as he has ever been, willing & exceedingly
anxious to deliver up his trust, if it can be done without a profitable and
contingent loss to himself - he was advised, that it only could be done by
a decree of Court; and has no objection to such decree, if he is made safe,
for it is a trust of no profit; but full of vexation, trouble & annoyance.

He denies every charge & imputation of unnecessary strictness practiced by him
on the said Purdie & his family, and that he avers that the only personal constraint he
ever exercised over the said Purdie, or restraint imposed on his personal wishes
was in reference to Brandy; and even in this particular he was forced as a
mere matter of policy, to allow him for sometime from a quart to a $\frac{1}{2}$ gallon
per week. Have it ⁱⁿ would, at all cost & in defiance of all those authorities; so it
~~has seemed to consume~~ ^{been} seemed the only way to control him in this matter
was to yield to a certain extent to his appetite. The abstinence of Purdie
may have been the result of your respondent's discipline; but he can safely say,
that but for the deed in question, Purdie & his family would have been, by this
time Paupers; and he ventures to say, from his knowledge of the fact, that
unless death arrests him, that before ten years his property preserved by this =

well knew, as did his & wife's mutual family relatives, that the only possible mode of saving the balance of his property, and of saving even Purdie himself, & may say from himself, was to take all legal constraint from Purdie, to destroy all legal capacity as far as could be done, on his part from disposing of his property or contracting in regard to it; for otherwise, he & his wife & they knew, as the said Whitfield and the entire community knew, ruin to his family was inevitable, and to have such legal capacity with Purdie was to keep in his hands ~~the~~ the instrument and power of mischief, and the exertion of it by him, as the past too well demonstrated, would bring desolation and beggary to the innocent & friendly. Under such representations & for such objects, as this respondent is advised, was the said Deed prepared by the said Whitfield, backed too by the wish^{or} Purdie & wife & their mutual relatives, after the refusal of Dr. Jas. R. Purdie (a near relation & confidential adviser of complainants) to act as agent - that the said Whitfield himself would take upon himself the trusteeship which however was refused by him. Able of these things at the time your respondent was ignorant of, and had no agency whatever in: After the refusal of said Whitfield, it was suggested as your ^{respondent's} advised, and agreed upon by those concerned, that application be made to your respondent to act as trustee; it was made, and agreed to by him and ^{he} executed the Deed with the parties, framed & constructed by their directions, authority, consultation & advice. And after the execution thereof under such circumstances, your respondent avers most solemnly that he intended & endeavored to carry out its requirements. If then the said Purdie was badly advised, or if there was fraud in the matter, the Sticks of your respondent are at least clear, and the vengeance of the complainants and their present advisers should fall on those really guilty, for your respondent as aforesaid, had no other agency in the matter than to sign the Deed, and carry out its provisions, which, in justice to the counsel employed to prepare the same, he may add that in the absence of all motive or inducement to ^{ever} commit a wrong, one may well say that what was accomplished was at the request & dictation of those who employed him.

Your respondent further says, that after the execution of the said Deed, he endeavored to carry out its injunctions as leniently as possible, much to the satisfaction of eldest George J. Purdie & her friends & her

husband's real friends; but in a manner he admits chafing and unpleasant - to George J. Purdie. Your respondent, denies, and declares that the charge of his playing the part of a master over the complainants; or subjecting them in any form or manner or instance, to the condition of slaves to be unqualifiedly false. What motive - what interest - what inducement could he have? He admits that he did, as the only and last resort, on one occasion, slap the said George J. Purdie, and for this reason. Complaints of his cruelty, ~~in~~ at times of indignation, to his wife & others of his family ^{was often times} brought to him: at last he goes over, uncertain & beholds the bruise on the wife of Purdie, made by her husband, finds her suffering from the effects of a most cruel beating given by him, without cause & she far advanced in pregnancy, and ^{as} a mode of silencing & driving him away & to prevent a repetition of the same similar scenes did slap him as aforesaid; and he truly believes that with such a man, under such influences, - lost to all shame - all pride & sense of decorum, thoroughly besotted - unconscious of ~~the~~ the baseness of his conduct, not susceptible of any impression of reason & friendly admonitions - that the only way or mode of preventing his cruelty, or save him at that time from the commission of some horrible act - was a line of conduct operating upon his fears &c. As to his general management it has only been such as would protect this respondent from loss. George J. Purdie has lived on his farm ever since the execution of the Deed, has kept cultivated such portions as he pleased and as he pleased, and with the profits - to his own use.

He retained just such and as many negroes as he pleased; and only such part of the farm and so many of the negroes as he, Purdie, did not want, have been rented or hired out for the payment of his debts; and in only one instance was any thing made by him on the part cultivated as aforesaid, taken & sold by the said Whitfield - which was only 15 bushels of wheat, for which he has credit. There is only one debt of about \$100 due now which was due at the time this respondent entered upon his trust - and that would have been paid but for the continual drain made upon the resources of said Purdie, to pay his other debts contracted in spite of the advice & persuasion of your respondent, and to keep up a most costly & expensive Bridge across Pagan Creek. The said bridge is old & decaying, has once been blown up, and several times injured by the easterly blows or storms, to repair which required a considerable

To the Hon^{ble} Rtd. & B. J. of the Circuit-Court of
Law & Chy. for the County of Elk of Md. Elk of Light County to wit.

The answer of Joseph B. Whithead, sometimes called trustee to a Bill
of Complaint filed against him & ^{also} by George S. Purdie and Mary his wife
in the Court (in Chy) aforesaid

This respondent having & accepting or: for answer to so much of said Bill as he
is advised is material for him to answer, says: that it is true he is the trustee
selected in the deed referred to in said Bill, and as such took nominal possession
and control over the property which came to his hands after the execution of
the said deed, as the said Schedule will show; and he further states, to relieve
himself, and his character probably as a man and as a gentleman from the
implied imputations cast by the phraseology and some of the charges in said
Bill, that respondent will, by ^{way} of reply, repeat the circumstances connected with
his agency and trusteeship in the transaction indirectly complained of.

It is notorious, that for sometime preceding the execution of the said deed,
indeed from the time of the majority of said Purdie till the date of deed,
the said George S. Purdie was ^{affected with} ~~governed by~~ beastly intemperance. at the time believed
to be an incurable dot; by which, he had greatly impaired an intellect at-
most very feeble and weak, and scarcely capable, with the most favourable advantages
& training, of reaching the limit of mediocrity. This unhappy practice, indulged
in for several years, had not only produced the results, spoken of, but as usual ~~produced~~
a total indifference to the wants of his family, a neglect of his business, large
indebtedness, and a defiance of all considerations of prudence, economy and
the claims of society and of his domestic relations. The said Purdie had sold
but a ~~short time~~ ^{short} time before your respondent was applied to, to act as trustee,
the most valuable portion of the real estate devised to him by his father, at a
price deemed ^{by some} inadequate which excited the alarm & anxiety of his wife
and their respective connexions and friends, by whom persuasions, and as the
means of saving the balance of his estate for his wife & children and from the
certain and deplorable consequences of his intemperance & imprudence,
one Mr H. Whithead was applied to by Purdie & wife & their mutual relations
and friends, to prepare a deed with such terms & provisions as would
as far as could be done, secure the property or the balance of the estate to Purdie
his wife and infant children, and to prevent as far as possible the said George
S. Purdie from exercising control or the power of disposing, or making
contracts in relation to his property, for he then in an interval of sobriety,

Pure in Spirit

7

~~Whitbread's~~
answer to
amensie's

To the Circuit Court of the City of New York -
The answers of Sally Pender, Mary
Pender, John Pender and Mary B
Pender infants by A. P. Group the
guardian ad litem - or calling
the answers of Joseph B. Whitehead
and John R. Pender, John E. Adams
and James Thomas, merchant and
partner under the style of Thomas
Adams, Robert Hancock, B. Lightfoot
and Francis Powell

to the answers filed in this case
by Geo. J. Pender and
his wife Mary Pender -

The defendants say that the assign-
ment in the answers filed and
trans - that Geo. J. Pender is indebted
to them as shown in the said filed
and they respectfully ask that the Court
make a decree for the payment of
the debts aforesaid out of the estate
of the said Geo. J. Pender &c.

But the said Whitehead who he denies that he is,
or the trust estate is bound for the debt of the said
Adams - the whole of which is debt of Adams &c. Adams
not being contracted according to the provisions & terms
of the trust deed of the said

Thomas Adams say that the
said Geo. J. Pender is indebted
to them in the sum of \$705.67
cents and as each appears
by the note hereunto filed
make a decree on
part of this answer -

Geo. N. Pender

J. B. Whitehead

B. Lightfoot

Francis R. Powell

Robert

A. A. Whitehead

Francis -

(B. Hayden, Attorney for Thomas Adams
A. P. Group guardian
Adams)

in reference to the trust were paid off by him, and were generally founded on orders drawn by him. Purdie at the time of contracting these debts had the use of a valuable farm, and negroes sufficient to work it - sufficient for his support. he told him that all he could make, he could sell & appropriate as he pleased - this was to encourage him, and to save as far as possible his self respect; doubtless many of his debts were contracted upon the promises he made founded on the statements he told of the quantities of produce he should raise. This respondent contends that the deed is legal & void effective. That the purchasers family of Purdie are purchasers, that no one has authority to sell the property for any other purposes than the objects of the trust. That the Complainants have no remedy against the property, or any one. ~~etc.~~ He denies all fraud of all sorts, and that the Complainants are entitled to any relief. He prays that their Bill be dismissed & having answered. &c.

M^{rs} Whitehead @

Dee of Wight Co. Va

Joseph B. Whitehead appeared before me a justice of the peace for the County aforesaid, and on oath that the facts as stated in his answer above are true to the best of his knowledge and belief - Given under my hand this 3rd day of May 1852 -

W^m J. Latimer JP

Received by the
Deputy Attorney Genl
for the State of Va
this 3rd May 1852
Recorder of D. W. Whitehead

reasons. is simple & idle, and deserves hardly notice. If this were true, a Court of Chancery might modify the deed, or rather could authorize a sale of a sufficient portion. To pronounce a deed void, because possibly the income of the property might not afford a full, but a partial support. When the admitted consequence of such a proceeding, would be, before long, a total privation, would scarcely be commended for its wisdom. The Complainants allege "Geo. S. Purdie was incompetent to make a deed, owing to his habits of gross intoxication" &c; yet in their opinion he was very competent to run up a large account with them, and to execute his deed, or bond for the amount. This respondent alleges that Purdie at the period of that acct^r, was as much addicted to intoxication and more restless than when the deed was executed. ~~It is not to be supposed that he was so much addicted to intoxication and more restless than when the deed was executed.~~

~~It is not to be supposed that he was so much addicted to intoxication and more restless than when the deed was executed.~~ Your respondent answering further say, that the allegations in the Bill (Copy) that the accounts of Complainants, or debts referred to, were in any manner or form, contracted by his direction, instructions or advice, consent, or request are totally destitute of truth. In regard to White's claims, Purdie or wife were anxious to change their place of dealing, and asked his advice in regard to Mr. White. He stated it was a matter of indifference to him where they traded, but that he should not be responsible for any debts contracted by them. As far as ^{his} duty and their means would allow he would cheerfully pay back as they might contract; and so much he doubtless mentioned to Mr. White, and the Complainants, but certainly never pledged himself, or the profits of the trust property, to them or either of them. He desired to pay Mr. White especially, but he, nor did the Plaintiff ever imagine that this respondent designed to make himself responsible. They trusted Geo. Purdie, upon the supposition the income of his estate would be adequate to discharge the claims, but at their own risk; for they knew that the property was beyond his control, that it was covered by the trust, since they were told of it. It was a notorious matter. The allegations that the consideration of said Bonds or Volls - to wit, merchandise, repairs, &c, were supplied Purdie, at the instance, request, or credit of this respondent, is clearly falsified, as the nature of the dealings is disclosed by the fact that they trusted Purdie, and looked to him only, by taking his bond for the amounts. This respondent surely had no objection to their Compt^r taking an assignment of Mr. White's bond against Purdie, and he would have been glad if all the ^{now been} debts could be paid; but that either Mr. White, or the Complainants ever dreamed that this respondent ever designed to make himself responsible, or that he was to go beyond the his ability under the trust deed, in

the conversations which they chose to have with this respondent, with a view to ascertain how the property of Purdie was held - is too fanciful to be seriously maintained. At the time Purdie was contracting these debts, his obstinacy, his wickedness - his perversity and singular & strange delight in thwarting & opposing this respondent, ^{his threats against him were subjects of common talk and merriment, &c.} ^{And about the same time Purdie has assumed to sell the property by force against this respondent, & threatening to} This respondent cannot help from suspecting that the Compt^r had fallen into the opinion generally entertained at one time by the Savans of the Village, that the deed of trust was void, that no man could convey his property to another for his benefit, and exempt it from his liabilities - They forgot that an interest & title were created in the wife & children, subject to the payment of existing debts. And that these children stand on higher ground than their Compt^r. No attempt was made, none wished to screen the property from debts existing at the date of the deed - those who traded with Purdie after wards did so at their peril, and their doing so was only encouraging him in opposition to the interest of others, and embarrassing to all who desired to restrain & keep him under wholesome & prudent advice. All deeds of this character would be worse than useless, if all debts which might be called necessities, were fastened on the property. Purdie was supplied to the extent of his income other wise, and with enough, this respondent could do no more. The very purpose of the deed was to restrain his running in debt, and the propriety of it in his case is demonstrated by the suits against him. The complainants are in error when they charge that the consideration of their claims, in part, were materials furnished to preserve the trust property, or repairs for the bridge. This respondent is advised that none of the ^{was pretended to be discovered in his accounts are exact.} He states that he had no authority, still less had Purdie ^{to} contract debts beyond the profits; that if the profits here, & were applied to the discharge of pre-existing debts, it was precisely what the deed enjoined, and they can give no right to the Plaintiff to be substituted in the place of their creditors thus paid off; as against them, the effect of the income over expenditures, &c, incurred, the family of Purdie had a prior claim to have invested for their benefit. This respondent states that all debts contracted by him

To the Hon^{ble} Rich^d. H. Baker Judge of the Circuit Court of Law & Chy, in
Chy-
Sitting. The Answer of Joseph B. Whitehead as trustee, and individually to a
Crop Bill filed at him & al. by Thomas & Adams &c.

This respondent saving & excepting &c, for answer to so much of said Bill
as he is advised it is material for him to answer, says if the Complainants had
contented themselves with the mere assertion of their right, and fair endeavours
to obtain payment of their claims, he should have raised no other objection or defence
than such as his duty imposed; but he feels it is incumbent on him from other
considerations to deny the truth of many of the statements set forth, and the relief
which is sought. This respondent personally has no desire that the Com^{plaint}ants should loose their
debts, he wishes they could be paid, but is impatient under imputations which rather belong
to themselves if he may judge from the reckless, false and inconsistent charges with which
their Bill abounds. The history of your respondent's connection with this trust, he believes, is
set out in his Answer to the Original Bill. He at first refused to act as trustee, but finally yielded
to the solicitation of Purdie, and his immediate family connections. Geo. S. Purdie was ⁱⁿ the habit
of drinking freely, and when sober ^{not} ^{v is not now} indeed never was capable of managing to advantage quite a
large estate devised from his father. He was easily influenced by the companions around him.
He was plunging himself & family in ruin. He had sold for half its value, a valuable farm,
a portion of his patrimony. He had quite a valuable estate left. His friends, his wife, and their
mutual relations, to save his estate for himself & family, ^{it} advised him to place beyond
the consequences of his indiscretion. He consented. He came with his friend & relative Dr. Geo. R.
Purdie to Counsel for advice, or to carry out his views. The deed was prepared in accordance
with his wishes - was fully explained to him when sober, and as sensible as he ever was, or ever
will be, and executed. These are the facts as your respondent is informed. Since the execution
this respondent has done the best he could under the circumstances. He has for years to manage
for years after, a drunken & obstinate man. The restraints to which his duty & his own
protection rendered it proper to subject George S. Purdie, caused Purdie to look upon
him at times with hostile feeling. This respondent knows full well, as do the community,
and none better than these Complainants, that but for this trust deed, and the efforts of your
respondent, that Purdie and a family would long since been beggars, with no other prospect
for bread even, than the Parish, for Purdie is not qualified to support them. With these facts
and this respondent invites an inquiry as to the truth of them, the charge in the said Bill, that
the said deed is void, because ^{illegal &} "a husband with a large & growing family cannot so
settle his property, as to confine their support to insufficient profits" & other similar

Thomas Adams }
as
Whitehead & Co }
}

Answer of Infants -

^{My}
To the Honorable Richard H Baker Judge of the Circuit Court for the County of Isle of Wight in Chancery sitting -

The joint & several answers of Sally, John, Thomas & Mary R Purdie infant children of J S & Mary Purdie by A P Young their guardian ad litem, to the bill of complaints in said court exhibited by Thomas Adams et als against them & others. These defendants severally say they are infants under twenty one years of age & know nothing of the matters charged in complainants bill & submit their interests in the premises to the protection of this honorable Court & pray hence to be dismissed &c -

Signed -

A. P. Young gon.
ad litem.

Geo. J. Purdie to
w. c. Jeff. D. in chp.
D:

Joseph B. Whitman
et. al.

To Geny. July 1849

A. A. Whitman

Not executed for
want. of time

C. L. Ballant. Jr.

Los. Clays

Geny. 1850

THE COMMONWEALTH OF VIRGINIA,

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

You are hereby commanded to summon *Joseph B. Whithead*
John R. Purdie, and Sally, John Thomas
and Mary R. Purdie the last 4 infants
of t.

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

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

WITNESS, *Nathl. P. Young* Clerk of our said
Court, at the Courthouse, the *24th* day of *December* 184*9* and in the
74th year of our Foundation.

N. P. Young &c.

(One Copy to be delivered each Defendant.)

Rev. L. Purdie wife

no: { Mrs. P. O.

Whitchurch, Purdie

July.

To July. July 1858

A. Atkinson
p. v.

Examiner

C. L. Balcarris

Los. Clay & Co.

July. July 1858

Thomas S Adams

vs. } Sum^y in
Chy.

Joseph V. B. Whitehead
Inv. R. Purdie & others.

To Sept. Rule 1837.

May den p^y.

Aug 29th 1837 I gave a true copy
of this Sum to Joseph B Whitehead
On the 30th I gave a copy to
John H. Purdie George S Purdie
Mary his wife & Sally John
Thomas & Mary H Purdie
In witness A. Gordon Secy
W. P. Gordon M^y

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU to summon Joseph B. Whithead, John B. Purdie
George I. Purdie and Mary his wife, and Sally, John, Thomas
and Mary B. Purdie the last four infants.

to appear at the Rules at the Clerk's Office of the ^{Precinct} Court of Isle of Wight
County, on the first Monday in September ^{at 10 o'clock in Chancery filed against them by} next, to answer, James Thomas and John
C. Adams merchants and partners trading under the name
and style of Thomas & Adams who sue on their own behalf
and their Creditors of George I. Purdie ~~et al.~~

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

Witness, N. P. Young
27th day of August

Clerk of our said
1851, and in the 76th.

N. P. Young ©.

To Joseph B Whitehead & Mrs R Purdie, trustees
for George I Purdie & Mary his wife, Joseph B White-
head in his own right, George I Purdie & Mary his wife
N P Young John ad item for Sally, John, Thomas
& Mary R Purdie infant children of said George I
& Mary Purdie, Bartholomew Lightfoot, Frances H
Pruett, Robert Barriatt.

Take notice that on the first day of October
next between the hours of 9 A.M. & 5 P.M.
of that day at the Office of Geo R Atkinson
in the town of Smithfield in the county
of Isle of Wight in the State of Virginia
we shall proceed to take the depositions
of certain witnesses to be used as evidence
for us in an original and across suits ~~now~~
now pending in the Circuit Court for the County
of Isle of Wight on the Chancery side ^{of} ~~where~~
in the former of which suits we are defend-
^{Thomas Thomas & John}
^{C Adams, Merchants & Partners under the firm of Thomas & Adams}
ants and on the latter of which suits we
and other creditors of George I Purdie are plain-
tiffs and in both of which suits you are
interested either as Plaintiffs or Defendants; and
if from any cause the taking of said depositions
shall not be commenced, or being commenced, shall
not be completed on that day. The taking of the same
will be adjourned from time to time until the said deposi-
tion shall be completed. Given under our hands this
26th day of September 1863

Thomas Thomas & Adams
& Mrs O Adams
C B Hyden Thos Atkinson

Pearce wife

7

Whitman

I cannot this may be said

N. P. Young with for to wife.

Robert Whitfield

I have known the prisoner for some years,
I believe he has been a sober man for
at least 20 years, and I think he is a
capable of managing his estate or people
generally, and that he has the
ordinary capacity to manage his
farm or operations for the benefit
of himself or any -

Signed W. T. Jordan

Sworn to this 10th day 1850 before
me a justice of the peace for the
County of Columbia and in witness
my hand this 16 day 1850 -

Rich. Reynolds R. L. J.

The exposition of Watson & Jordan
taken at the High Court House
on the 15 day of May 1850, to be read as
evidence in the suit in the Circuit Sup. Ct. of Cal.
and ch: for the right in which Geo. J. Spence
claims an interest: and Joseph B. Whitehead & others
are defendants - Question by J. Spence: all owing to
the Watson & Jordan -

Do you know George J. Spence? or know
him for several years? if so, is he a sober &
sensible man now that he has been so for the
last year or two, and do you think he
is capable of managing his own estate?
Is he a fit person to manage an estate, such as
carrying on a farm, buying & selling for
the benefit of his family? Be pleased to
answer the above questions -

The answer of Watson & Jordan
to the above interrogatories -

Punari b.

7

Whitman

St. Mary —

affidavit

[Faint, mostly illegible handwritten text at the top of the left page.]

The deposition of Mrs. B. Pedin was this day
sworn to before me *J. H. Jordan*
Oct. 12th 1850.

[Faint, mostly illegible handwritten text covering the lower half of the left page.]

I hereby certify that the affidavits
of John B. Pedin and others
may be taken without notice, to be
made in the writ in ch. in the
Circuit Court of Whigg Co., in
which George Spencer and others
are p[ar]ts; and J. B. Whitcomb &
others are defendants.

Oct. 9. 1850
(signed)
W. Whitcomb, atty. for defendant

The deposition of John B. Pedin
above the age of 21 years, taken by
consent of George J. Pender and
Joseph B. Whitehead plaintiffs and after
in a suit in the Circuit Court of
John Wright County, to be read in
evidence in the said suit, the said
George J. Pender & others being plaintiffs &
the said Whitehead & others defendants.

The deponent having been sworn to
speak the truth, says he knows
George J. Pender a plaintiff in this
above named; he is a neighbor
to the said Pender - that the said
George J. Pender has for some years
past been a sober and discreet
man and this deponent does not
hesitate to say that he the said
George J. Pender is fully competent
to manage his own estate, and
he believes, that if the said Pender
had the control of the estate
which some years ago he conveyed to
trustees, he would manage it as well
as ordinary men manage theirs -

John B. Pedin

The Deposition of George J Purdie Taken, with waiver of notice of the part of Thomas Adams, before George R Atkinson a Commissioner of the Circuit Court of Ark of Wright County, at his office in Smithfield in said county on the 8th day of October 1883 between the hours of 9 AM & 4 PM, to be read in evidence for Joseph B Whitehead in the case pending in the Circuit Court on the following order made between George J Purdie and wife and ~~attorney~~ Joseph B Whitehead ^{to wit} and others and between Thomas Adams and others plaintiffs and Joseph B Whitehead ^{and others} defendants.

George J Purdie being first duly sworn deposes that as follows..

Question State whether the accounts due to Thomas and Adams by you, contracted in 1880 & 1881 were upon your own responsibility or by the authority of Joseph B Whitehead as your trustee?

Answer I do not recollect but my impression is that I did it on my own responsibility.

Question Were you not in possession of all of your property in 1880 & 1881, and how

Answer I took and held possession of all the property except the bridge (which I regarded of little or no profit to the estate) during those years when Mr Whitehead and I were at variance.

Question At what ^{time} did the variance between your self and Mr Whitehead commence?

Answer Some time last year to the best of my recollection. And further this deponent swears.

Geo J Purdie

Sworn to and subscribed before me as Commissioner
after said the 8th day of October 1913

Geo. K. Stevenson

Your application on taking the deposition not more than in New York
The signed to J. B. Whitman

Geo. K. Stevenson Commissioner

This deposition is accepted as by Thomas and others by the
Court alleging that the same is illegal, and for a
cause.

Geo. K. Stevenson Commissioner

The deposition of
George L. Davis

The Deposition of Willis Wilson Taken with notice of
notice on the part of Thomas and Adams, before George
R. Atkinson a Commissioner of the Court County of
of Wright County, at his office in Southfield in said County
on the 8th day of October 1883, to be read as evidence for
B Whitehead in the Court pending in said Court between
George J Purdie and wife plaintiffs and Joseph B Whitehead
Trustee and other defendants and Thomas & Adams and other
plaintiffs and Joseph B Whitehead Trustee and other
defendants.

Willis Wilson being first duly sworn deposes as follows
Question Do you recollect what years George J Purdie
has entire control of the management of his property independent
of the direction or control of Joseph B Whitehead?

Answer The years 1850 & 1851

Question Was not the ^{income from the} property of Purdie materially
and injuriously affected by several storms which oc-
curred in 1846 and some subsequent years?

Answer About 1846 the bridge was injured and Mr
Whitehead had it repaired at an expense of \$500 or \$600
and from that time the expenses of the bridge were considerable
and the rent was \$200 a year. It had been before that
\$375 and was lessened because of the bad condition of
the causeway. The storm of 1846 was an unusually severe
one.

Question State whether the fact that Joseph B Whitehead
acted as trustee for George J Purdie was not universally
known in this community?

Answer I believe it was around Southfield.

Question. Have George J. Purdie and wife been on friendly
terms with Joseph B. Whitehead since the commencement
of the suit vs him Whitehead
Answer. Called back as 1851 Mrs Purdie seemed to be very
unfriendly to Mr Whitehead saying she could not understand
or did not know what had become of the property ^{income of it}
Could further this deponent saith not

Willis Wilson

Sworn to and subscribed before me a Commissioner as
aforesaid the 8th day of October 1853

Geo R. Atkinson

Thomas and Abner by their counsel except to this
deposition on account of the illegality of the same and
for other reasons

Geo R. Atkinson Court

Was employed in taking this deposition not more than one hour
75c Fee charged to J. B. Whitehead

Geo R. Atkinson Court

The Depositions of
Henry H. Womble
and
Robert H. Whitfield

Thomas Adams

3 Depos.

Purdie & Co

—

Octo. 18th. 1833

folio.

The Commissioner in the deposition of White, W. H. Thomas
Worley, Murphy, & all other witnesses failed, it appears,
to note the exception made, and intended to be taken
to the reading of the same. Which as, on the part of Joseph
B. Whitehead: as the same was excepted to, and now on
by two counsel.

May 6. 1874

J. B. Whitehead
by N. H. Whitfield

1
The Deposition of Joseph B. Whitham, Sheriff of
Millsboro. He Thomas and John J. Murphy, witnesses of
said age. taken at the office of George R. Robinson in the
town of Southgate on the 1st day of October, ^{between the hours of 11 Am & 6 Pm of that day} to be read as evi-
dence for Thomas & Adams, in the suits now pending in the
Circuit Court of Sale of Wright on the Chumney side thereof, of
Purdie and wife vs Whitehead trustee & als and Thomas and
Adams and als vs Whitehead trustee and als

Sampson White being first duly sworn deposeseth
and saith

Question: Did you assign a bond of George S. Purdie,
to Thomas & Adams, what was the amount of said bond
and what the date of assignment? What was the con-
sideration of said bond, were the articles which were the
consideration of said bond furnished by ^{the authority of} Joseph B. White-
head, was the said bond taken and assigned to Thomas
and Adams by the authority of Joseph B. Whitehead?
Answer: I did assign a bond of George S. Purdie to Thomas
& Adams, ^{without recourse to me} on the 15th day of October 1849, and the amount
of said bond, ~~principal and interest~~ was two hundred
and eighty dollars twenty nine cents. The consideration
of said bond were articles furnished George S. Purdie
such as coffee sugar flour meat and some clothing
These articles were furnished to G. S. Purdie by Mr Joseph
B. Whitehead verbal request. Mr Whitehead advised me to
take a bond from George S. Purdie for the price of these ar-
ticles, saying that he has no funds in hand to pay the account
and that the bond would be good. This bond enclosed an ac-

account due to R. K. Kegan for six dollars and the price of a cow bought by George S. Purdie at Mr. W. M. R. Ross auction for six dollars, the cow belonged to John R. Ross. I do not know positively that the bond was assigned to Thomas S. Adams or Mr. Whitehead against. I believe I told Mr. Whitehead what I intended doing with the bond but I am not positive that I did.

Question Was it not the authority given to you by Mr. Whitehead to furnish these articles, generally given verbally?

Answer They were given verbally.

Question Did not Joseph B. Whitehead tell you when he gave you these verbal orders to furnish George S. Purdie with these articles mentioned that he Whitehead would not be individually responsible for the same?

Answer I do not recollect that Mr. J. B. Whitehead said so, and has he said so I should not have furnished the articles. Question Did you at the time these articles were furnished to George S. Purdie, expect that you would be paid by Mr. Whitehead's ^{out of his} individual property, or out of the property of G. S. Purdie in his Whitehead's hands? and did you treat with Mr. Whitehead as an individual or as trustee? I expected him to pay as trustee, and did not expect to be paid by Mr. Whitehead out of his private property. I dealt with him as trustee, ^{of G. S. Purdie's property} knowing that G. S. Purdie could not bind his property.

Question To whom, on your books were these articles charged? They were charged to George S. Purdie, and the bond above alluded to was the individual bond of G. S. Purdie.

Question How many times did Mr. Whitehead give you the orders above mentioned, and what interval of time did this account embrace?

He gave me one general order, and when I presented the account to him annually, he made two payments and did not tell me to stop furnishing the articles. The account commenced in 1846 and closed in October 1849. Question Had you not been informed when you were

furnishing these articles that the end of trust from Purdie to Whitehead was of no avail.

Answer I do not know that I knew any such thing. Question Did you while this account was being contracted regard Mr. Whitehead as acting as trustee, in regard to these orders?

I regarded him as acting as Trustee.

Question What was the date of the last payment made by Mr. Whitehead on this account?

Answer May 14th 1849.

Question Were there any previous payments or settlements? The account was commenced in 1846. a payment of \$100 was made in November 1847 leaving a balance of \$38 36¹⁰⁰ and the whole transactions finally closed by taking the bond above mentioned.

Direct Examination resumed.

Question. Had you any knowledge of the constitution of the trust fund in the hands of Mr. Whitehead, and would you have furnished the foregoing articles to G. S. Purdie if you had not supposed Mr. Whitehead had the authority to direct you to furnish them? Answer I had no knowledge of the trust funds until the close of the transaction when Mr. Whitehead died. he has no funds in hand but he did not say there would not be funds in his hands, and he said that ~~he thought~~ the bond would be good. I should not have furnished the articles to G. S. Purdie if I had not supposed Mr. Whitehead had authority to direct me to furnish them.

Question Who made the two previous payments of \$100 each and to whom did you look for the payment of the balance?

Answer Mr. Whitehead, made the payments. I looked to him for the balance.

Cross examined by Refuse at Whitehead.

Question In the last question you answer that Mr. Whitehead

made

The payments and you looked to him for the balance. Did you look to him as trustee or as an individual?

Answer He paid me as trustee and I looked to him as trustee.
Question. To a previous question you state that you would not have furnished the articles to G. J. Purdie, if you had not supposed Mr Whitehead had authority to direct you to furnish them. Do you mean that you supposed Mr Whitehead as trustee had authority to bind the property of George J. Purdie for the payment of his Purdie's debts with the debt contracted with you.

Answer I supposed he had authority.

Direct Examination resumed

Question Had you ever read the deed of trust before allowed to by J. B. Whitehead and did you furnish the foregoing articles from any authority given by said deed to Joseph B. Whitehead or did you furnish them from your confidence that J. B. Whitehead would not direct you to furnish them without authority.

Answer I had never read the deed and did not suppose Mr Whitehead would have directed me to furnish them without authority.

Question by J. B. Whitehead

Did you not suppose Mr Whitehead in all this matter was acting bona fide, and without any intention of defrauding or wronging you?

Answer I did.

and further this deponent swears not

S. L. White

Question and answer omitted and resumed by Counsel

Question by J. B. Whitehead. Did I not tell you that you were not to credit George J. Purdie, but you might credit his wife?

Answer. You did, and the articles furnished were furnished to Mrs Purdie or her order.

I am now subscribed before me a Commissioner of the Circuit Court of the County of Alle of tonight

Chas. R. Johnson

5-

Joseph D Woodley being first duly sworn deposes and says.

Question What is the amount and date of the bond which Thomas & Adams hold against George S Purdie, which is one of the subjects of this suit, by whose authority was the said bond taken and what was the consideration of the same?

Answer The amount of said Bond is \$705.67, dated the 1st day of November 1849. The said bond was taken by authority of Mr Joseph B Whitehead, and ~~if we took Mr Whites~~ ^{Mr Whitehead} at the time ~~he~~ ^{he} ~~was to take~~ he remarked that it would be as good a bond as any we had meaning the bond of \$705.67 which bond includes Mr Whites bond amounting with interest to \$281.04. The balance of the consideration of said Bond of \$705.67 is shown by statement marked A and filed with this deposition as a part thereof, viz amount of an account for \$304.83, a note for 119.80 (including interest) The consideration of which note and account is shown by a statement marked B ^{of C} filed with this deposition as a part thereof, and the note assigned to Thomas & Adams by S White. The amount of which with interest was \$281.04.

Question By whose authority were the articles mentioned in said account furnished?

Answer The principal items were furnished by authority of Joseph B Whitehead.

Question For what purpose were said articles furnished?

Answer Some were furnished for the support of the family and some for the repairs of the Bridge. The largest portion, for the support of the family.

Question Explain Statement C?

Answer It shows by whose direction the articles were bought.

Question State whether Joseph B Whitehead ordered to furnish the ^{articles} ~~following~~ enumerated in said account.

as furnished by his authority, were written or verbal, and what was his general manner of dealing at the store of Thomas & Adams on account of George J. Purdie?

Answer. A part of J B Whitehead's orders were written and a part verbal, the written ones are filed with this deposition and marked D and E. Mr J B Whitehead was in the habit of stopping at the store and ordering George J. Purdie to be furnished with bacon molasses &c. and the articles enumerated in statement C as purchased by Mr Whitehead were, with the exceptions of those furnished by his written orders, furnished by his verbal ones. The balance of the articles, by George J. Purdie's orders, which orders are marked F, G, and H and filed herewith.

Question Were the orders of G J Purdie ratified by Mr Whitehead?

Answer I do not know.

Question Was or was not Mr Whitehead in the habit during the period covered by these accounts, of giving Thomas and Adams ~~general~~ verbal directions to furnish George J. Purdie and family with such articles as are charged in said account?

Answer He was.

Question On closing the account on the 1st November 1849 did Mr Whitehead authorize, ^{or suggest} Thomas and Adams to take the bond of George J. Purdie for \$700 & 67 cents, and state whatever at that time you heard Joseph B. Whitehead say respecting the taking of said Bond?

Answer Thomas & Adams applied to Mr Whitehead to know whether they should take Purdie's Bond, and he directed them to take and that it would be as good a bond as any Thomas and Adams had, to which bond I was a subscribing witness. This bond marked I is the bond here alluded to, and filed ^{with the} ~~herewith~~ ^{Shamrock file.} The taking of this deposition was then adjourned to

Friday the 7th October when it was resumed at 9 o'clock A.M.

Question State whether or not there were any further dealings between George J. Purdie and family and Thomas & Adams, ^{what} and, were those dealings?

Answer There were, sundry articles furnished for Bridge and the family, as shown by the account marked K and filed herewith which account runs from November 3rd 1849 to March 27th 1851, and also by an account marked L filed herewith, which account extends from April 2nd 1851 to May 16th 1851.

Question State whether or not during the time covered by said account Joseph B. Whitehead from time to time authorized Thomas & Adams to furnish George J. Purdie and family with the articles contained in accounts K and L?

Answer I can not say that he did, except for the articles furnished for the bridge which he directed to be furnished. Question State whether or not, since the date of the accounts K and L, and up to within a short period of this time Joseph B. Whitehead has not authorized Thomas and Adams, or Thomas Adams & Co to furnish George J. Purdie and family with articles of merchandise?

Answer He has authorized George J. Purdie to be furnished with bacon by Thomas and Adams and by Thomas Adams & Co. ^{A copy of} ~~The~~ ^{the} bacon purchases of Thomas & Adams has been paid for since. Corp is examined by Joseph B. Whitehead.

Question ~~Whether~~ were the last orders given, to furnish George J. Purdie with bacon, and upon those orders was Purdie authorized to take any amount or only a limited amount?

Answer The order to Thomas Adams & Co was given some time this year, and to Thomas and Adams a short time previous. The orders were for a limited amount.

Question Was not the Bacon, directed to be furnished by Thomas, Adams & Co directed to be charged to Joseph B Whitehead as trustee of George J Purdie?

Answer It was.

Question What opportunities has you of knowing the facts stated in your foregoing deposition relation to the dealings embraced in all the accounts alluded to in your deposition?

Answer I was living with Thomas & Adams, in the capacity of book keeper.

Question Was authorized Thomas & Adams to take the Bond of George J Purdie marked (3) referred to in statement C, and to whom was that bond, delivered when it was incorporated in Bond marked (1) \$705.67, and to whom were the several accounts embraced in last named bond, accepted and defined?

Answer Mr J B Whitehead authorized the taking of the bond, and ~~the bond~~ the bond and a statement marked W filed herewith was delivered to George J Purdie.

Question In the articles in statement C purporting to be brought by J B Whitehead and those directed to be furnished by him, were you present when these articles were brought, by him?

Answer I was present when all the articles in statement C were directed to be furnished, by J B Whitehead, except the articles from November 21st 1848 to January 10th 1849 inclusive, about which Mr Whitehead gave no direction or authority that I am aware of. I do not know that Mr Whitehead gave any order in relation to a barrel of Molasses furnished April 28th 1849.

Question Where were you when Mr Whitehead gave these orders?

Answer In Thomas & Adams counting room.

Question What do you know of any direction given by Mr Whitehead as to the articles embraced in

deponent B. MAX

Question What do you know as to the direction to furnish the balance of account for merchandise for family referred to in statement C?

Answer I know nothing about them except ^{about the} nails, spikes & Rope & Iron for the Bridge.

Question In all of these dealings orders and directions referred to, did you not know and did not Thomas & Adams know that J B Whitehead was acting as trustee more or less of trust from Purdie to him?

Answer I had heard that he was so acting and I have no doubt that they knew it.

Question Did J B Whitehead ever give orders verbal or written otherwise than as detailed in your ^{deposition} ~~or deposition~~ or were they general or special.

Answer He did not, and those given were special.

Question What were the habits and mental capacity of George J Purdie at the time these several transactions took place.

Answer It is unprofitable for me to say, his habits were not good up to the period of his reformation but when that was I do not know.

Question To whom were all these articles, referred to in your deposition, charged?

Answer To Geo J Purdie.

Question Was not the estate of Purdie supposed to be a large one?

Answer It was considered a very good estate ^{at that time}.

Question Did you ever see, a receipt was given by Thomas & Adams and signed by Thomas, the 22nd January 1846, to Jos B Whitehead as trustee for George J Purdie?

Answer Yes, I did, as appears by paper herewith filed by J B Whitehead marked Mr. Clippit ~~of the estate of George J Purdie~~.

And further this deponent further not known to be subscribed before me as a witness J. D. Woodcock
Book Attorney.

John J. Murphy being first duly sworn, deposed and said:
 Question Are you living with Thomas and Adams how long
 have you been living with them, and in what capacity?
 Answer I have been living with them since January, 1st 1846

as a mechanic and attendant of their business generally.
 Question Say whether or not you ever heard Joseph B. White-
 head authorize Thomas & Adams to take the bond of
 George J. Purdie and state anything you may have
 heard J. B. Whitehead say at the time, respecting the taking
 of said bond?

Answer I was standing in the porch of Thomas & Adams
 and Mr. Whitehead came up, Mr. Thomas went out to him
~~and said that he was a partner in the~~
 and asked him what he should do with the open account
~~that he was indebted to~~ ^{that he was indebted to} ~~let it stand as it was and that he wished it settled~~
 due by George J. Purdie. Mr. Whitehead said that he had
 no money in hand with which to pay it, and advised him
 to take Purdie's bond for the amount, and remarked that
 the bond would be as good as any ones.

Question Say whether at any time since you have been living
 with Thomas & Adams you have heard Joseph B. Whitehead
 direct them to furnish George J. Purdie and family with
 merchandise of any kind?

Answer I have, about twice as well as I recollect. I recollect
 once he directed Mr. Thomas to let Purdie have some bacon.
 At other times I do not recollect what was the article directed
 to be furnished. At one of these times I am not certain where the
 order was given but my impression is that it was at the boat
 wharf. Further this deponent saith not.

Geo. J. Murphy

Sworn to and subscribed before me as Commissioner
 of Circuit Court of Isle of Wight County

Geo. R. Robinson

William M. Thomas being first duly sworn deposed as
 follows

Question How long have you been living with Thomas
 and Adams and in what capacity?

Answer About twelve or thirteen years, as Clerk

Question Say whether or not you know any thing respecting
 Joseph B. Whitehead's authorizing Thomas & Adams to take
 the bond of George J. Purdie and what you have said
 Whitehead say about the said bond at that time?

Answer Mr. Thomas asked Mr. Whitehead what he should
 do with the account due by George J. Purdie, that it had been
 standing some time and he wished it settled ^{in some way}. Mr. White-
 head said he had no money in hand, but that if he
 would take Purdie's bond it would be as good a bond
 as any he had against any one.

Question State whether or not during the time you have
 been Clerk for Thomas & Adams you have heard Joseph B.
 Whitehead authorize Thomas & Adams to furnish George J. Pur-
 die and family with merchandise of any kind, and state
 generally what you may know of any authority given
 by said Whitehead to Thomas & Adams to deal with said
 Purdie and family, either before the taking of the bond you
 have alluded to, or since?

Answer I have frequently heard him say to them, furnish
 George J. Purdie and family with such articles as they
 may need. This was both before and since the taking of
 the bond.

Question State whether or not at any time, after George
 J. Purdie had purchased articles of merchandise on the
^{verbal or written} order of said Purdie, when said Whitehead was informed
 of the same, whether he approved of or ratified it.

Answer As well as I recollect, I think ^{Mr. Thomas} named it to him
 and he said it was all right. I am certain that on
 one occasion that he ratified a purchase of Bacon made
 by George J. Purdie.

Question Say whether or not you know anything of the items in accounts B and C, charged to George J. Purdie.
Answer I ^{furnished} ~~charged~~ the principal items myself.

Question Say whether or not ~~you~~ ~~concerned~~ at the time said articles were furnished, Thomas & Adams had the authority of J. B. Whitehead to furnish them.

Answer They did.

Question State what you may know of the purchase and delivery to George J. Purdie and family of the articles contained in accounts K and L?

Answer I sold the principal items of said accounts.

Question To whom were ^{the principal items in account K} they sold and delivered?

Answer The principal part were sold and delivered to the wife of Geo. J. Purdie.

The examination was then adjourned to Saturday Oct 8th 1883 and then resumed.

Question To whom were the principal portion of articles in account L sold and delivered?

Answer To Mrs. Purdie, the wife of George J. Purdie.

Question State what you may know of any authority given by Joseph B. Whitehead to Thomas & Adams to furnish George J. Purdie the articles contained in foregoing accounts?

Answer He divided my uncle James Thomas a member of the firm of Thomas and Adams, to furnish Mrs. Purdie with such articles as should be necessary for the family. The authority was given to him as a member of the firm of Thomas & Adams.

Question State what you may have heard Joseph B. Whitehead say to Thomas & Adams or either of them as to the liability of the property of George J. Purdie for the goods furnished to George J. Purdie and family?

Answer Mr. Whitehead told Mr. James Thomas that the property of George J. Purdie was liable for his George J. Purdie's debts that is the debt above alluded to.

Capt. examine by Joseph B. Whitehead

Question You have stated in your previous answers, that Joseph B. Whitehead authorized Thomas and Adams to furnish George J. Purdie and family with such articles as they might need. do you mean to say that the authority ~~thus~~ given by Whitehead was unlimited, subject to the discretion and pleasure of G. J. Purdie and family, or was it special and confined to certain articles mentioned at the time by Mr. Whitehead?

Answer I believe it to be special and confined to articles mentioned at the time. Mr. Whitehead went some down and authorized Thomas and Adams to let George J. Purdie have "so much Bacon, or certain quantities of groceries," or such dry goods as the family might need, and he did not mention all the articles.

Question Do mean to say that Mr. Whitehead gave authority in your hearing, ^{that} the numberless little articles taken up by George J. Purdie and wife, as you ^{mentioned in the foregoing accounts K and L} say, should be furnished to them, and what articles does your recollection extend to.

Answer Mr. Whitehead did not mention every article but he mentioned some Bacon, molasses, dry goods and shoes. Though he did not mention the quantity of dry goods or number of shoes or specify the articles of dry goods.

Question At the time these articles were taken up was Mr. Whitehead present?

Answer He was not.

Question How then do you ~~know~~ ^{know} that the articles thus furnished were in accordance with the authority given by Mr. Whitehead.

Answer He gave us directions to furnish them to Mrs. Purdie and George Purdie, though he did not specify all the articles though he specified some.

Question The articles not specified by Mr. Whitehead

are not they taken on Mr & Mrs Purdie's responsibility
Answer I do not know

Question ^{where} ~~and~~ ^{and} you ~~gave~~ James Thomas when Mr Whitehead
gave this authority to furnish George J Purdie and family
and to whom was this authority given, and were they
furnished upon the bearing the authority given or upon
the direction of Mr Thomas, and did you take a memoran-
dum of the articles at the time mentioned.

Answer We were standing about the store door. The articles
were furnished upon the authority of ~~the~~ ^{and} Mr White-
head gave. I took no memorandum of the articles at
the time the authority was given. The directions were
generally verbal. Mr Whitehead being at the store pretty
generally every week.

Question In looking over accounts W and I you stated
that some of these articles were furnished to George J Purdie
and some to Mrs Purdie, what evidence does these ac-
counts give on their face, if the articles furnished to
Mrs Purdie or to George J Purdie.

Answer The account furnishes no evidence but I recollect
that Mrs Purdie bought ^{most of} ^{and some other articles} the dry goods, and George
J Purdie the others.

Question Were Mr Woodley or Mr Murphy present when
these orders were given?

Answer Mr Woodley was present sometimes. I do not
recollect about Mr Murphy.

Question Were these orders uniformly of the same
character?

Answer I do not recollect.

Question Do you not know that for the years 1850
and 1851 George J Purdie had entire control of his property

by
Answer I do not,

Direct examination resumed

Question Say whether or not any of the articles contained

in accounts W and I were authorized to be furnished
either by the special directions you have mentioned as
given by Joseph B Whitehead to furnish George J Pur-
die and family with the particular kinds of merchandise
specified, or by the directions to furnish such articles as
the family might need for their support.

Answer Some were furnished by special and some ^{by} general
orders. ~~At~~ ^{for} ~~the~~ ^{an} account to for money paid James Foster
(say \$250/100) by order of George J Purdie. I know nothing about
and further this defendant's debt.

W. J. Thomas

Sworn to and subscribed before me as Commissioner
of Circuit Court of Isle of Wight County

Geo R. Atkinson

Joseph B Whitehead by his counsel except to the foregoing dep-
ositions, alleging that the same are illegal and for other reasons
from under my hand as Commissioner of Circuit Court of
Isle of Wight County.

Geo R. Atkinson

Time employed in taking foregoing depositions ^{to be} ^{hours}
\$9.00

Fee charged to Thomas & Adams

Geo R. Atkinson

The taking of these depositions was then adjourned
to, Monday, October 10th between the hours of 9 AM
and 6 PM, ^{of that day} at the same place.

Geo R. Atkinson Com.

The deposition of Geo R Atkinson taken at the office of said Atkinson in the town of Smithfield on the 10th of October 1853. between the hours of 9 A.M. + 6 P.M. of that day to be read as evidence in the suits now pending in the circuit court of Isle of Wight County, on the Chancery side thereof, of Purdie + wife, vs. Whitehead + others and of Thomas + Adams ~~vs~~ Purdie + wife + others the deponent being first sworn on the Holy evangelist depased as follows.

Question by the counsel of Thomas + Adams.

2 Say whether or not when you as commissioner were making up an account of the debts binding the estate of Geo J Purdie under a decree in the original suit of Purdie + wife, vs Whitehead + others, + in said account you went, taking audit of the bond ^{due} of Thomas + Adams for \$705.67 due the 1st nov 1849. from Geo J Purdie.

C. B. Hayden as counsel for Thomas + Adams did not ask J B. Whitehead then present before you, if he the said Whitehead had not authorized Thomas + Adams to furnish the articles which constituted the consideration of said bond, + whether in reply thereto. The said Whitehead did not say "you are too hard for me" + when a categorical answer was insisted upon by said counsel whether or not the said Whitehead did not reply that he could not answer the said question until he had seen Mr E Adams, + that on his return from seeing said Adams, he did not admit that the said articles were furnished on his authority, or to that effect.

Answer. At the time of stating the account, referred to in the above ^{question} ~~conversation~~, or conversation in substance, ^{similar} to the one mentioned, occurred between Mr Whitehead and Mr Hayden. In stating said account, I had determined to report on debts as binding the estate of George J Purdie and the hands of his executor Joseph B. Whitehead, except those contracts

by Purdie before the date of the trust deed, these articles since by Whitehead's authority, or contracted for me, ^{as} is for the family of Purdie during the period when, as I understand Purdie has the property in his own hands.

After the conversation referred to, I again saw Mr Whitehead and he remarked that he has seen John C Adams, and that "it was all right" which I understood to be an admission that the said debt of \$705.67 was contracted by his Whitehead's authority, and I so reported that debt Cross examined by J.B. Whitehead

Q. Did I not ~~at the time referred to~~ state at the time when I admitted the articles which constituted the ^{as you seem to think I did, in the term "it was all right"} consideration of the bond last named, were furnished by my authority. That part of the said bond consisted of the debt originally due S. White & a part for articles I had authorized Thomas & Adams to furnish. To wit: Bacon, and not wishing them to lose the debt originally due S. White. & the articles furnished by Thomas & Adams by my authority. I therefore made the admission above stated. by G.R. Atkinson

A. I do not recollect -

further this deponent saith not.

G.R. Atkinson

I hereby certify that the foregoing deposition was taken sworn & subscribed to before me a justice of peace for the county of Isle of Wight. in the presence of the counsel for Thomas & Adams & J.B. Whitehead at the time and place mentioned in the caption

Jn^l Scott J.P.

Time employed in taking this deposition one & three fourth hours.

\$1.31. Fee to be charged to Thomas & Adams

Jn^l Scott J.P.

Thomas Adams
no 3 Cl
Purdie &

The Refutation of
Hypocrite & Whittaker
& Co.

Filed Octo. 19. 1833

What in paying out as fast as ^{he} could in satisfaction of
the debt that he Whitehead had authorized, that he
refused to the trust funds?

Answer I did, because he, Whitehead stated that he would not
hold himself responsible personally for any of Purdie's debts
Question Was it not known to Thomas that Purdie's property
was under a deed of trust and that the property was
valued to be valuable?

Answer I suppose he did.

Question From your knowledge of George J Purdie's habits
and mental capacity in 1848 & 1849 would any man
of common sense and experience, have authorized
Purdie to contract debts for which he might possibly
be responsible? or ~~how~~

Answer I do not think they would. It was
and further this deponent can't not

J. J. Whitehead

Given by and subscribed before me as Commissioner of
said Court the 8th day of October 1853

Geo R. Johnson

Thomas Edwards by then counsel except to this deposition
on account of its illegality and for other reasons

Geo R. Johnson

There employed in taking this deposition one Geo J. B.
For charged to J. B. Whitehead

Geo R. Johnson Comt

The deposition of Algernon A Whitehead, taken, with
leave of court on the part of Thomas Sedgwick, before
George Reddickson a Commissioner of the Court of
Probate of Wright County, at his office in Smithfield in
said County, on the 8th day of April 1853, to be read as
evidence for and against B Whitehead in the suits pending in
the court aforesaid between George J Purdie and wife
plaintiffs and Joseph B Whitehead ^{trustee} and others defendants
and Thomas and others and other plaintiffs and Joseph
B Whitehead ^{trustee} and other defendants.

Algernon A Whitehead being first duly sworn, de-
poses and says.

Question. State what you ever heard Joseph B Whitehead
say to James Thomas one of the firm of Thomas Sedgwick
in relation to collecting George J Purdie in the fall of
1848 or spring of 1849?

Answer. James Thomas mentioned that they had sold
George J Purdie ^{some bacon} without any order
and that he wanted to know ~~whether~~
how they were to be paid for it. J B Whitehead said that
Purdie was in debt and that he Whitehead should
only pay such of his Purdie's debts, as he Whitehead
had contracted for. - That he Whitehead had not au-
thorized Purdie to purchase the said Bacon, and that
he did not hold himself responsible for any of Pur-
die's debts, and would only pay such as he Whitehead
~~contracted~~ ^{authorized} for, and that he would ^{pay out} as just as he
could.

Question In the conversation referred to did you
or I understand the substance thereof to be as follows

Purdie Cal.

108:

3 Com. 2 Sept.

Obituary ad 12

May 5th 1857 filed.

An account of the debts claims or demands against George J Purdie for which his estate in the hands of his trustee is responsible, proved before George R Atkinson one of the Commissioners of the Circuit Court of Sale of Wight County

A debt due to Samuel M Wilson administrator de bonis non of John G Purdie deceased who was the assignee of John Edwards Purdie. This debt is the last installment of a legacy of one hundred dollars per annum for ten years bequeathed to said John G Purdie by the last will & testament of Thomas Purdie and chargeable on the estate of George J Purdie which was devised and bequeathed to the said George J Purdie by the said Thomas Purdie in his last will & testament.
May 16th 1857 Interest on same from 7th day of December 1839. \$100 00 68 66

One bond due to Francis A Powell on which there was due on the 31st December 1850 the sum of 100 00
Interest to May 16th 1857 3 66
The conservation of this bond is for money borrowed by Trustee to repair the bridge of George J Purdie

One bond due to Bartholomew Lightfoot given in exchange of horses to work on farm. May 16th 1849. 75 00
Interest to May 16th 1857 9 00

One bond to James B Southall assignee of Wm Ford P for slave executed 8th March 1841. Paid on 8th January 1845. 44 50
Interest to May 16th 1857 16 96

An open account for medical services rendered by James B Southall. Due January 1st 1857. 73 75
Interest to May 16th 1857 1 63

An open account for tuition of one of George J Purdie children due to Maria J. Minors January 1st 1850 8 12
Interest to May 16th 1857 66

Amount Carried forward \$561 88

Amount Brought forward 1561 88
An open account for clothing &c furnished to Mrs Purdie in 1850 due to David B Pastors on January 1st 1857 58 93
Interest to May 16th 1857 1 32

One bond to Thomas & Adams for necessaries furnished Purdie by direction of Trustee due 1st November 1847 705 67
Interest to May 16th 1857 65 29

An open account for necessaries furnished in 1849 & 1850 by Thomas & Adams due April 1st 1857 180 62
Interest to May 16th 1857 1 35

An open account for necessaries furnished by Wmble & Wilson in 1849 & 1850 due March 1st 1857 120 57
Interest to May 16th 1857 1 50

An open account for Blacksmiths work to R F Parrott due April 1st 1857 27 03
Interest to May 16th 1857 21

Total inclusive of Interest May 16th 1857 \$1724 34

Commissioners Office Smith, Va. May 1st 1857
To the Circuit Court of Isle of Wight County
Pursuant to a decree of the Circuit Court of Isle of Wight County
rendered on the 19th day of October 1850 in a suit in Chancery depending in
said Court between George J. Purdie and Mary his wife and Joseph B. White-
head, John S. Purdie, Sally Purdie, John Purdie Thomas Purdie & al., the
undersigned one of the Commissioners of said Court to whom was referred for
stating by said decree an account of all the debts claims or demands
against George J. Purdie for the estate of the George J. Purdie in the hands
of the trustees Joseph B. Whitehead and John S. Purdie is responsible after
a notice of thirty days in one of the newspapers published in the city of
Norfolk, reports that he published a notice as aforesaid and that the
parties appeared in accordance with said notice and he thereupon ex-
amined vouchers and stated the foregoing account of the debts claims
and demands against the said George J. Purdie for which his estate
in the hands of his trustees is responsible up to May 16th 1857. and on
that day finds the aggregate amount of debts claims or demands as
aforesaid inclusive of interest to be \$1724.34
Given under my hand as Commissioner of said Court the day &
year first aforesaid

Geo. A. Atkinson

Time employed by Commissioners in examining vouchers and in stating
and reporting this account 5 hours \$3.75 - Paid for publishing notice \$5.00 \$8.75 -
Commissioners fee charged to Joseph B. Whitehead trustee

Isle of Wight County to wit
George A. Atkinson one of the Commissioners of the Circuit Court of
said County this day personally appeared before me a justice of the
peace of said County and made oath that he was diligently employed not
less than 5 hours in performing the services for which the fees stated
at the foot of the foregoing account are charged
Given under my hand this 3rd day of May 1857.

W. Duell (J)

Purvis

or

Reproach

Whithead

Sept. 10th. 1800

An Account of debts due growing ~~owing~~, for money borrowed by
the Trustee for the repairs of the Bridge of said Purdie T. T.

the bonds executed by George I. Purdie & J.B. Whithead on the 2

28th of March 1846 ^{to} ~~for~~ to Trans. H. p. m. l. b. , for 3. 250.00

Int. on debts till 31st of December 1847. 26.37

278.37

paid 31^u Dec. 1847

26.37

250.00

Int. on 4250: from Dec. 31st '47. to 31st Dec. '48 one year

15.00

\$265.00

paid on 31st Dec. 1848

15.00

~~\$250.00~~

Interest on \$250 from 31st Dec. '48 till paid

A bond executed by George I. Purdie on the 10th Day of May
1849 payable to Bank: Lighthouse for

75.00

Interest on a/c from the 10th of May 1849 till paid

An account in favour of Robert Barrow for Black Smiths
work for said Purdie for 1849

3 18.30

Commissioner's fee, charged to Purdie

Time employed 14 hours @ 14.00

for giving notice . . . 1.50

15.50

Isle of Wight County

This day Barth. Lightfoot made oath before me a Justice of the Peace for the said County that the time employed for this report is just & true.

M. Womble J^r

1846

To this sum expended for the support of Purdie's
Family - for timber & for repairs on Bridge, hires
of negroes &c. &c. 946.29
Dec 31 " 5 Percent Comm^s on receipts 4590
\$992.19

1847

Jan 1 To this sum due the Trustee, last year \$ 1144
Dec 31 " This sum expended for support of Purdie's family,
for labourers on Farm & Bridge - for Int. on Mr.
Powell's bond - hires of negroes, rent of Land &c. &c. 769.82
" 5 Percent Comm^s on receipts 4287
" " This sum bal. due G. I. Purdie & Contra 3328
\$257.41

1848

To this sum expended for the support of Purdie's
family, hires of negroes, rents &c. 448.48
Dec 31 " 5 Percent Comm^s on receipts 27.85
" Balance due G. I. Purdie & Contra 114.15
\$590.28

1849

Dec To this sum expended for the support of Purdie's
family - hires of negroes, rents of Land, repairs of
Bridge, payment of debts &c. &c. 827.65
" 31 " 5 Percent Comm^s on receipts 37.25
\$864.90

1846

Jan 1 By this amount due Purdie last year \$ 62.75
By amount of receipts this year, including
\$250. borrowed of Mr. Powell to pay for
repairs of Bridge 918.00
Dec 31 By this sum bal. due the Trustee & Debits 1144
\$992.19

1847

Dec By amount of Receipts this year for use of Bridge,
hires of negroes & rent of Land &c. &c. 857.41
" 31
\$857.41

1848

Jan 1 By this sum due G. I. Purdie last year \$ 33.28
Dec 31 By amount of receipts this year - for the use of the
Bridge, hires of negroes, rents &c. &c. 557.00
\$590.28

1849

Jan 1 By this sum due G. I. Purdie last year \$ 114.15
Dec 31 By amount of receipts this year, - for the use of the
bridge - hires of negroes, rents of Land &c. &c. 745.52
" " By this sum balance due the Trustee & Debits 523
\$864.90

See the Trustee 31st of Dec. 1849 \$523

In the Circuit Superior Court of Law & Chancery for the County of
 George I. Purdie and Mary his wife
 against
 Joseph B. Whitehead, John R. Purdie, Sally, John, Thomas & Mary R.

Dr. Joseph B. Whitehead, Trustee
 1843

To this sum expended for the support & main-
 -tenance of said Purdie & family
 hires of Negroes, Rent of Land &c.
 Dec 31 " 5% cent Comm^s on receipts
 \$ 848 73
 42 33
 \$ 891 06

1844
 Jan 1. By this sum bal. due the Trustee last year \$ 59 86
 Dec 31 " this sum expended for the support & main-
 -tenance of said Purdie & family, debts of said
 Purdie, plank & repairs of bridge &c. \$ 1033 50
 " " " 5% cent Comm^s on receipts 58 00
 " " " Balance due G. I. Purdie & Contra 9 58
 \$ 1100 94

1845
 To this sum expended for the support of Purdie's
 family - debts of said Purdie - plank for repairs
 of Bridge &c.
 Dec 31 " 5% cent Comm^s on receipts
 " " " Balance due G. I. Purdie & Contra
 842 87
 47 15
 62 75
 \$ 952 77

Sale of Wright held the 17th day of May 1850
 Complainants

In Chancery for the settlement
 of the said Joseph B. Whitehead
 Purdie, last four Infants Defendants
 transactions on the estate of said George I. Purdie
 as Trustee, under the deed from said Purdie
 on the 28th of December 1842

In account with George I. Purdie & Mary his wife
 1843

By this sum received for use of the Bridge, rent of
 Land, hires of Negroes, &c. this year
 By this sum bal. due J. B. Whitehead, Trustee
 \$ 831 20
 59 86
 \$ 891 06

1844
 Jan 1. By this sum balance due the Trustee last year \$ 59 86
 Dec 31 By this sum received for the use of the Bridge, for
 corn sold - taken for Land rent - hires of Negroes -
 & for money received as hires pro. of sale of mother land
 \$ 1100 94

1845
 Jan 1. By this sum balance due G. I. Purdie last year 9 58
 Dec 31 By this sum received for use of Bridge in part - sales
 of property sold - at tractors courtys bond, from Broadfields
 & more, hires of Negroes Rent of March &c.
 \$ 943 19
 \$ 952 77

In Isle of Wight Circuit Superior Court of Law & Chancery held the
17th of May 1850 -

George I. Purdie

against

Joseph B. Whitehead

Plt

Def. In Chancery, for

the settlement

of said Whitehead's transactions as
Trustee - under a deed -

Pursuant to an order of the said Court made on the 17th day of
May 1850. I have examined, stated & settled the account directed
by said order - after giving the parties, notice of the time & place of
settlement - the notice is herewith filed marked A -

I have examined the several accounts returned to the County Court.
By consent of the parties, have dispensed with the entries of the
several Items contained in said accounts - I have simply brought
into this account the balances struck in said accounts with a
few corrections - I find on the 31st of December 1849 the sum of
\$ 5.23 due to the said Trustee -

For the year 1844 I find a charge of six dollars for three days services
in superintending the repairs of Causeway - & in 1845 the sum
of \$ 25. for superintendence of hands in repairs of the bridge.
These charges were rejected by your Commissioner on the ground,
that under the deed it was his duty to attend to the business of said
Purdie without charge, save that of commissions -

Mr. W. B. Whitehead Atty. for the Trustee, that the charges ought to
be allowed - in the said Trustee having to perform extraordinary attention
on account of the great damage to the Causeway & Bridge -

Should the Court be of opinion that the Trustee ought to be allowed
the \$ 25. the said Purdie will owe him \$ 31.23 instead of \$ 5.23 -

At the request of the Trustee, I have stated an account of
debts yet unpaid, contracted by the said Trustee, for the benefit
of said Purdie & family - All of which is submitted to the
Court - Copies of the bonds due Mr. Powel & Belknap are
herewith filed -

Barth. Lightfoot,

Aug. 20th 1850

Statement of
Junt. with
Geo. J. Purdie
Nov. 1st 1849.

from 28th Aug 1846 to 6th July 1847.

17506

Mr George J Purdie (A)
To Thomas Adams D^r

1849

Nov 1 To amt of ap^s for Bacon

Malapud & C^h Fam^y . . . 304. 83.

To amt of note due 6th July/47 105. 09

" Int on do to date 14. 71 119. 80

" amt of note & int ap^d to us

by J. White . . . 281. 04

. \$ 705. 67

By Note of hand to bal. 705. 67

does 705. 67 705. 67

Smith & Nov 1st/49.

Thomas Adams
by J. D. Woolley

1848

Continued

Decr	4	To amt Brought Forward	185.89
Jan ⁴⁹	1	8 Midy Bacon 203 m . . . 9¢	18.27
	10	1 Side Sole Leather 11 3/4 m 23¢	2.71
		1 Do Whper Do	1.75
	12	1 Bot Jayms Expectorant	1.00
Apr	16	30 m Bacon 435 m 9¢	39.15
	28	1 Bl Molofus 44 m 35¢	15.40
Aug	31	14 m Mid & Jhl Bacon 217 m 9¢	19.53
Sept	17	1 Bl Washington City Lemo	1.63
Oct	10	2 Bars O Chow 49 m 6¢	2.94
		24 m Cut Spikes 6 1/4¢	1.50
	12	5 m " Do 6 1/4¢	.31
	13	1 " " Do	.06
	22	5 m O Chow 116 m 6¢	1.96
	26	2 Do O Do 52 m 6¢	3.12
Nov	1	3 Do " Do 77 m 6¢	4.62
		amt of Note due 6th July 1847. 105.09	
		Int on do to date	14.72
		amt of Note & Int assigned to me by S. White	281.04
		By Note of bonds to balance	705.67
			705.67 705.67

Smithfield Nov 1st 1849.
 Thomas A. Adams
 By J. D. Woodhull

(B)

Mr George S Purvis
In ac^t With Thomas & Adams

1846							
Jan	23	to	33	200 lbs Rope for Bridge	1/2	5	50
				1/2 lb Nails			03
	26			100 Repair on Good Watch		3	50
Feb	28			4 Bds Green Goods	58 1/2	2	25
	31			1 Cloth Cap		1	00
				53 lb Bacon 500 m	8 1/2	4	00
Apr	1			1/4 lb Fish Oil	4/6		19
	9			1 Cow Whisk			13
May	11			1 Bbl Molasses 36 1/2 lb	35 1/2	12	78
Aug	13			200 lbs Green Goods		2	50
Sept	23			2 Boxes Matches	3 1/2		06
Dec	15			1 Green Stone 21 1/2 lbs	10 1/2	2	15
Feb 1847	2			2 Bunches Cattle	50 1/2	1	00
	15			39 lb Bacon 310 m	10 1/2	3	10
Nov	15			prop & fare to & from Norfolk			3 00
July	6			By Note of hands to Bal.			105 09
						105 09	105 09

Settled July 6th 1847 Thomas & Adams
By J. S. Wooding

Mr George S Purvis
In ac^t With Thomas & Adams

1847							
July	8	to	1	200 lbs Rope	1/2	1	50
	27			2 1/4 Bds Calico 4 1/2	4 1/2		47
	30			1 Spool Cotton 1/2 Cracker	38 1/2		44
Aug	2			1/2 Bds Calico	1/2		08
	5			6 Bds Bro Green	12 1/2		75
	26			4 Bunches Cattle	50 1/2	2	00
Sept	16			Summary Mchdgs		8	00
	27			5 3/4 m 200 lbs Rope	1/2		96
Nov	10			200 lbs Green Goods		1	00
	12			Summary Mchdgs		3	22
1848	29			2 Mids 18 m	12 1/2	8	50
July	19			Summary Mchdgs			76
Feb	28			prop from Norfolk		1	00
Apr	10			46 lb Bacon 408 m	10 1/2	4	80
May	12			prop for self, Lady, Son & Children		3	00
	23			21 lb Wash Bacon 413 m	9 1/2	3	71
				1 lb V. Cured Bacon 108 m	10 1/2	1	80
Aug	15			prop to & from Norfolk		2	00
	19			1 Bbl Molasses 38 lb	31 1/2	11	78
				200 m V. Cured Bacon	9 1/2	18	00
				230 m V. Cured Bacon	8 1/2	18	40
Nov	21			36 m Mid Bacon	9 1/2	3	24
Dec	4			120 m V. Cured Bacon	7 1/2	8	40
				40 m V. Cured Bacon	9 1/2	3	60
				to forward		185	87

185

(C)

1846
 March 31. 53¹/₂ m Bacon 500 m . . . 8¢ 40.00
 (Bot by J. B. Whithead)
 May 11 1 Bal Malapua 31¹/₂ lb . . . 35¢ 12.78
 (Bot by J. B. Whithead)
 1847.
 Mch 15 39 m Bacon 310 m . . . 10¢ 31.00
 (Bought by J. B. W. En. by W. N. D.) \$83.78

Balance of acc for Rope

Rep on Watch. Ground Run 1 C 21 31

Now at hand \$105.09

July 6.
 1848
 Apr 10. 46 m Bacon 408 m . . . 10¢ 40.80
 (for J. B. Whithead's order 20th Mch)
 May 23 21 m Bacon 413 m . . . 9¢ 37.17
 1" Do 108 m . . . 10¢ 10.80
 (for J. B. Whithead's order 22nd May)
 Aug 19. 1 Bal Malapua 38 lb . . . 31¢ 11.78
 200 m 20 Bacon . . . 9¢ 18.00
 230 m West Do . . . 8¢ 18.40
 (directed to be furnished by J. B. W.)
 Nov 21 36 m Bacon for Self. 9¢ 3.24
 Dec 4 120 m Do for order. 7¢ 8.40
 40 m Do for order 9¢ 3.60
 1849.
 Jan 1 203 m Do for Self. 9¢ 18.27
 10 1 Siver Whper & Saw Leather
 (Bot for Mr S. White . . . 4.76)
 Apr 16 30 m Bacon 435 m . . . 9¢ 39.15
 (directed to be furnished by J. B. W.)
 28. 1 Bal Malapua 44 lb . . . 35¢ 15.40
 (for J. B. Whithead's order by G. J. P. M.)
 Aug 31 217 m Bacon (directed by J. B. W.) 9¢ 19.53
 \$249.30

Balance of acc for Mchdgs for Family

Sum Nails &c for Bridge 55.53

Nov 1 Included in Note of 700⁰⁰ for \$304.83

1940

730

67

Any Person who will let Mr Joseph
Pardie have four hundred pounds of
beaver shall be paid for it in November
next March 20th 1868

Wm Whitehead

$$\begin{array}{r}
 4 \quad 203 \\
 \underline{210} \\
 13 \\
 \underline{21} \\
 413
 \end{array}$$

Mr J. J. Parn

Pr

(2)

Any person who will let Mrs George
Purdie have five hundred weight
of bacon at market price shall
be paid for it, on or before the
1st of December next.

May 22^d 1848

W Whitehead

(71)

Messrs Thomas C Adams

Will Please send by the boy one hundred
fifty Pounds of Bacon and send me a bill with it by so doing
you will very much oblige your friend

Decr 4 1848

George James Purdie

(9)

Messrs Thomas C Adams By order of Mr J B
Whitehead will send me a good Barrel of molasses and a
Bill of it
Apr 27 1849

Yours Respectfully
J J Furber

(76)

Dear Major

you were speaking to me the other day about
some Bacon and if I wanted any you would sell it Low. I now
call on you to send me two hundred pounds if you have got it
I prefer middlings and Shouder. Please send me a bill and let
me have the Bacon as Low as you can

Augst 31 1749

yours Truly
G. F. Rindin

1851

Continued

Aug	15	To Aunt Brat forward	118.94	25
	20	" 1 pr Baggies	1.38	
	28	" 3 pr do	4.12	
July	4	" 1 fish Bal	17	
	9	" 1 Umbrella	1.25	
		" 1 Bal & fine Glass	6.50	
		" 1 Box Blacking & 1 pr Brushes	.22	
	12	" 1 pr Boots	1.13	
	14	" 1 pr 5 Bunk Oars 45¢	2.25	
		" dy 18¢ - put at 4¢	.33	
	19	" 1 flw Point	.17	
	22	" 1 pr thick cow Mo shoes	1.25	
	24	" 1 pr 5 Horns for Lody	2.00	
		" 1 pr 5 Horns for sup	1.00	
	27	" 1 Box occlusive	1.00	
		" 1 Box Serrative Pails	.25	
		" 4 lb Coffee 14¢	.56	
		" 4 lb Bro Sugar 9¢	.36	
Mich	21	" 15 lb Boem 205¢ 9¢	18.45	
		" 42 lb Molasses 35¢	14.90	
		" 3 lb Shoes 50¢	1.50	
		" 1 large brass Lock	.94	
	24	" 1 lb in 4 lb Shoes	.50	
	27	" 2 pr Small Shoes	1.38	
		" 1 Spool Cotton	.06	
		" Sugar 50¢ Coffee 50¢	1.00	
		" 1 lb Tobacco	.31	
		By 2 pr Shoes Returned	1.00	
			181.90	1 25
			Deduct for Cr	1.25
			Bills 180.65	

(K)

Mr George J Purdie
In ac With Thomas J Adams

1849.									
Nov	3	20	1	box	0	show	24	in	1.44
	1	"	3	in	Shirley	for	George		19
	8	"	4	"	Do	"	Do		25
	"	"	13	in	Do	"	Do		81
	10	"	1	in	Do	"	Do		38
	12	"	5	in	Do	"	Do		31
	14	"	8	in	Do	"	Do		50
	15	"	1	box	0	show	24	in	1.44
	30	"	5	chey	57	in			3.82
Dec	1	"	1	3d	White	Flannel			38
	17	"	3	Box	Chicks				30
					Black	in	post		25
1850	10	Dec	1	pr	Cart	shaly	show	80	Box
Jan	26	"	1	pr	Boys	Shoes			75
May	2	"	1	Green	Box				63
Oct	29	"	1	Set	No 2	Harriet	Castings		1.17
Nov	15	"	1	pr	Ant	Boys			7.50
	"	"	1	pr	"	Boys	Do		1.00
	22	"	3	pr	Boots	119	in	Do	3.38
	"	"	28	Box	Cotton	Cloth	"	Do	94
	"	"	38	"	Satinet	"	"	Do	37 1/2
	"	"	21	"	Blue	show	"	Do	12 1/2
	"	"	2	Shap	Shoes	"	"	Do	11
	"	"	8	Box	Cat	Cloth	"	Do	74
	"	"	5	"	Curry	show	"	Do	25
	26	"	2	Blankets				Sup	150
	"	"	2	Do				125	4
	"	"	1	Box	Shirting		41	Box	11
	"	"	1	Set	Cups	+	Downy		33
	"	"	1/2	Box	Plates				31
	"	"	1	Dist					31
	"	"	1	Do	Large				63
	"	"	1	Set	Knives	+	Forks		2.00
	"	"	12	Box	Bees	hicks		18 3/4	4
	27	"	1	Set	in	4th	Cups	+	Downy
	30	"	34	in	Churn			10	4
	"	"	7	chey	13	Mid	30	in	86
Dec	3	"	1	Box	10/12	Window	Glass		2.50
	"	"	10	1/4	in	Putty			13
	17	"	1	Box	under	to	for	Water	2.50
Jan	2	"	4	Box	Satinet			12 1/2	4
	"	"	4	Box	Shirting			20	4
	"	"	1	Set	Buttons				25
	13	"	8	Box	Curry	Muslin		37 1/2	4
	"	"	1	"	Black	show			13
	"	"	3/4	"	Cambric			12	4
	"	"	1	Box	Blue	Cloth			17
	"	"	1	pr	W	Proof	Boots		4.00
	14	"	1 1/2	Box	Muslin			2 1/2	4
	15	"	1	pr	Blk	Cat	show		13
(Carried over)									118.94

25

25

Thomas & Adams

vs

George J. Bondie

\$147.22

(M)

Mr George J. Ludi

1843		To Thomas & Adams		Dr C	
Apr 20	10	1 Rob Molap 37 ² gls @ 1/6 ²	9 ¹¹ 88		
Oct 31	"	1 Rob Pork & fat	13 ¹¹ 00		
1844					
May 4	"	2 as Hurrings @ 4.	8 ¹¹ 00		
June 8	"	1/4 gl Apple Brandy	" 31.		
"	"	13 gas Br Cotton @ 9 ² Brandy 15c	2 ¹¹ 03		
"	12	1/4 gal of Brandy @ 3/5 ²	" 16		
"	22	1 pair Shop shoes 10/6 1/2 pair Socks 20c	1 ¹¹ 95.		
"	25	1 Pocket 3/5 ² 1/4 gl Brandy 16c	" 79		
"	26	Brandy 23c as 16c	" 39		
July 3	"	1/4 gl as @ 3/5 ²	" 16		
Aug 10	"	299 ^m Western Sholders @ 4 1/2c	13 ¹¹ 45.		
"	"	13 ps Top Night Bacon 208 ^m @ 6 1/2c	13 ¹¹ 00.		
"	13	1/4 Rob W Backus 3/3 ² fat 4 1/2c	" 94		
"	29	1 Bacon Strip 6c	1 ¹¹ 00.		
Sept 21	"	1 Reg Lard 85.18.67 ^m @ 9c	6 ¹¹ 03		
Nov 2	"	12 699 ^m (Meat @ 40c	" " " 5 ¹¹ 59		
"	"	off 496 ^m as c "	" " " 3 ¹¹ 96		
"	5	12 gas Rusy @ 44c Thread 9 ²	5 ¹¹ 41		
"	"	19 as as @ 44c	8 ¹¹ 36		
"	"	15 as White Cloth @ 10c	1 ¹¹ 50.		
"	"	Thread Brandy 21c	" 21		
"	"	1 Shawl 23 3 gas Muslin @ 1/6 ²	1 ¹¹ 13.		
"	"	3 gas Cotton Cloth @ 8c	" 24		
"	"	1 pair Steider 9 ² 3 Spoon Cotton @ 4 1/2c	" 31		
"	"	By 10/4 Bush corn @ 40c	" " " 4 ¹¹ 10		
"	"	60 Bush as @ 40	" " " 4 ¹¹ 00		
"	"	10 1/2 gal Brandy 1/6 ² 1/2 pair Shoes 1.25	1 ¹¹ 50		
"	"	2 pair Shoes @ 7/6.	2 ¹¹ 50.		
"	"	2 as as @ 6 1/2c	2 ¹¹ 25.		
"	"	1 as Lard @ 4/6.	" 75		
"	"	2 gas Corn Lard @ 44c	" 88		
"	"	4 as Home spun Yarn Cloth @ 3/4	2 ¹¹ 00.		
Amt. carried over			\$98 ¹¹ 13 1/2 63		

(M)

Account, taken in and note
given November 7th 1849

Mr. George J. Purdie
By ap. Miss Mary Adams

1849		ar	cr
Nov 1.	To Amt. ap. of this date	306.46.	1.63
"	" " of Note due 6 th July/47	105.09.	
"	but we do to this date	14.71	
"	Amt. of Note that appn. to us		
	By J White due 15 th Oct/49	281.04	
	By Note of hand this date		705.67.
		all 707.36.	707.30.

ll.

Mary Adams
Per M. A. Mordley

(3)

George I. Purdie
Pay to Mr
Wm. r. Young
£ 103.⁰⁹

\$105.09

On *Amica* I promise to pay to
THOMAS & ADAMS, order or Assigns, *One Hundred and Five*
Dollars and *9* Cents, for value received; for which payment well
and truly to be made, I bind myself my Heirs, Executors, and
Administrators. jointly and severally, firmly by these presents; as witness
my hand and seal this *6th* day of *July* 1847.

TESTE,

J. D. Wadley

Thomas A. Dean

2: 364.

Prison

—
Genl. A. C. Thompson

(rept). filed Octo. 18.
1834.

(C)

An Account Showing the amount of Commissions, charged by Joseph B Whitehead in the annual accounts of his transactions as Trustee of George J Purdie, on the amounts agreed upon and entered in said accounts as the price received from said Purdie for the use of the land and negroes.

1845	5% Cent Commissions on \$255 of which \$100 is for Rent of Land and \$155. Rent of Negroes	12.75
1846	5% Cent Commissions on \$125 Rent of Negroes	6.25
1846	5% Cent Commissions on \$55 Rent	2.75
1847	5% Cent Commissions on \$120 Rent of Negroes	6.00
1848	5% Cent Commissions on \$183 Rent of Negroes	9.15
		\$ 35.40

Commissioner Office Smithfield
Sept 18th 1854

In the Circuit Court of Side of Hight County
Pursuant to a decree of the said Court rendered on the 18th day of October 1853, in 2 Suits in Chancery depending therein the one between George J Purdie and Mary his wife plaintiffs and Joseph B Whitehead John R Purdie Sally, Thomas John & Mary R Purdie (the last four infants) defendants, the other between James Thomas and John C Adams merchants and partners trading under the name and style of Thomas & Adams on their own behalf and other coactors of George J Purdie plaintiffs and Joseph B Whitehead John R Purdie George J Purdie and Mary his wife and Sally, John, Thomas, and Mary R Purdie (defendants) defendants, the undersigned one of the Commissioners of said Court to whom was referred for settlements by said decree, ~~has~~ an account of any other debts not heretofore reported due by George J Purdie or Joseph B Whitehead as his trustee created since the said trust died, second an account showing which of the debts due as aforesaid were created by the authority of said trustee, and the consideration of said debts including in said account those heretofore reported as well as those which may be hereafter reported, third an account of the expenses ~~for~~ support and repair of the trust property since the date of the said, paid out of the profits or income of the trust property, fourth an account of any debts created prior to the date of the said which have been paid out of the profits or income of the trust property, reports that on the day of 1854 he issued notice against the parties named in the said decree to attend the settlement of the said accounts at his said office on the 30th day of August

1854, that the said parties appeared in obedience to the said notice, and he thereupon examined vouchers and upon the act of this report completed the foregoing account marked (A) showing the amount of the expenses of the support and repair of the trust property since the date of the said from George J Purdie to Joseph B Whitehead his trustee paid out of the profits or income of the trust property, up to the 31st day of December 1853 to be, Three thousand four hundred and fifty four dollars and fifty eight cents. He has also stated an account marked B showing the amount of the debts of George J Purdie created prior to the date of the trust died from him to Joseph B Whitehead which have been paid out of the profits or income of the trust property, and finds the said debt paid as aforesaid to amount to the sum of Two hundred and fifteen dollars and fifty three cents. To find said account your Commissioner has deducted from the gross amount of said debt (\$1147.40) the sum of \$931.88 which is the gross amount of receipts from all sources other than the income or profits of the trust property. Your Commissioner has also stated an account which is marked (C) and shows the amount of debts of George J Purdie which have not been heretofore reported to be \$128³⁴/₁₀₀ which includes interest to October the 18th 1854. He has also stated an account marked (D) showing which of the debts of George J Purdie were created by the authority of Joseph B Whitehead his trustee, and the consideration of all of the debts of said Purdie, and finds the whole of said Purdie's debts to amount with interest to October 18th 1854 to the sum of Seven hundred and ninety one dollar 32 cents. Your Commissioner at the request of the plaintiffs Thomas & Adams by their counsel, has also stated an account marked E showing the amount of Commissions charged by Joseph B Whitehead in the annual accounts of his transactions as Trustee of George J Purdie, on the amounts agreed upon and entered in said accounts as the price received from said Purdie for the use of said land and negroes, and finds said Commissions to amount to the sum of \$35.40 for there was no such charge in the accounts for the years 1849 + 1852, and your Commissioner did not have the account for 1849 + 1850 + 1851 before him. Given under my hand as Commissioner of said Court the day and year first aforesaid.

Geo R Peterson
Formerly employed in examining vouchers and in stating and reporting the foregoing account 40p. terms \$30.37
Fee charged to Thomas & Adams

Geo R Peterson

(C)
An account of the debts of George J. Purdie which have not been heretofore reported

A Bond due to Archibald Aikman	50 00
Int from 8 th day of December 1850 to Oct 18 th 1854	11 58
An account due to Joseph A. Aikman	5 00
Interest from Aug 1 st 1851 to October 18 th 1854	96
An account due to Edward Mc Valentine	
Interest from	
An account due to Wmble & Wilson	2 75
Int from Apr 3 rd 1852 to October 18 th 1854	41
An account due to Thomas Adams	47 83
Interest from May 16 th 1851 to October 18 th 1854	9 81
	<u>128 34</u>

(D)
An account showing which of the debts of George J. Purdie were created by the authority of Joseph J. Whithead, Trustee and the consideration of said debts of said Purdie

A Bond due to Thomas L Adams the plaintiffs by authority of Justice consent of a bond for \$105.09 the consideration of which was for Permanent Improvement of Real Estate	705 67
Support of Negroes	12 50
Support of Family	83 78
Interest to Nov 1849	8 81
An account for Permanent Improvements	14 72
" " " Support of Family	28 56
" " " Support of Negroes	23 22
A Bond due to J. White & Adams to Thomas L Adams the consideration of which is for Permanent Improvements	253 04
Support of Family	28 30
Support of Negroes	144 90
Interest	58 31
	29 53
	<u>705 67</u>
Interest from Nov 1 st 1849 to October 18 th 1854	210 29
An account due to Thomas L Adams contracted by authority of Justice the consideration of which is for Permanent Improvement & additions to Trust fund	180 65
Support of Negroes	25 79
Support of Family	112 17
	42 69
	<u>180 65</u>
Int from April 1 st 1851 to October 18 th 1854	38 47
An account due to Thomas L Adams. Contracted by authority of Justice the consideration of which is for Permanent Improvements and additions to Trust fund	47 83
Support of Negroes	3 75
Support of Family	27 33
Interest from May 16 th 1851 to October 18 th 1854	14 75
	9 81
	<u>47 83</u>
	<u>1292 72</u>

Continued

Amount Brought forward	1195 72
An account due to Wmble & Wilson including the account now, as well as that heretofore reported for Permanent Improvements and additions to Trust fund	123 26
Support of Family	47 50
Support of Negroes	75 07
	<u>123 26</u>
Interest from March 1 st 1851 to Oct 18 th 1854	24 87
x An account due James B. Southall for Medical services to Family	73 75
Medical services to Negroes	29 25
	44 54
	<u>73 75</u>
Interest from January 1 st 1851 to October 18 th 1854	16 81
x A Bond due to J. B. Southall prior to date of Trust Bond	44 50
Int from January 8 th 1845 to October 18 th 1854	26 10
A Bond due to B. Lightfoot given in exchange of Horse to work on farm	75 00
Interest from May 16 th 1849 to October 18 th 1854	24 38
An account due to Maria J. Morrison for Return of one of George J. Purdie's children	8 12
Interest from Jan 1 st 1850 to October 18 th 1854	2 34
An account for clothing &c for family furnished to Mrs Purdie due to B. B. Patterson	58 93
Interest from Jan 1 st 1851 to October 18 th 1854	13 43
An account for Blacksmith work due to Robert A. Parrott	27 03
Interest from April 1 st 1851 to October 18 th 1854	5 75
A Bond due to Archibald Aikman for his services as Counsel in the suit of J. B. Whithead as his trustee, &c, and for attending	50 00
Interest from December 8 th 1850 to October 18 th 1854	11 58
An account due to Joseph A. Aikman for medical services rendered to Mrs Purdie	5 00
Interest from August 1 st 1851 to October 18 th 1854	96
An account due to E. Mc Valentine for Commit for Mrs Purdie	3 75
Interest from March 1 st 1850 to Oct 18 1852	1 04
	<u>1791 32</u>

Continued

cygnus

18

(B)
An Account showing the amount of the Bills of
George J. Purdie created prior to the date of the trust
deeds from him to Joseph B. Whithead, which have been
paid out of the profits or income of the trust property.

(A)

An Account of the expenses of the support and repair of the trust property since the date of the deed from George J. Purdie to Joseph B. Whitehead his trustee paid out of the profits or income of the trust property

1843	Permanent improvements of Real Estate and Additions to trust property	72 39		
	Support of Negroes	95 12		
	Trustee's Commissions	42 33		
			209	84
1844	Permanent Improvement Real Estate and Additions to trust property	123 03		
	Support of Negroes	83 37		
	Taxes for 1843 & 1844 of trust property	70 00		
	Commissions to Trustee	58 00		
			334	40
1845	Permanent Improvements of Real Estate and Additions to Trust Property	120 30		
	Support of Negroes	224 12		
	Medical expenses of Negroes	44 00		
	Recording Trust Deed	1 50		
	Taxes of Trust property	24 22		
	Trustee's Commissions	51 33		
			472	47
1846	Permanent Improvements of Real Estate and Additions to Trust property	404 17		
	Support of Negroes	15 12		
	Medical Expenses of Negroes	20 50		
	Taxes of Trust property for 4 th Clerk's tickets &c	21 80		
	Commissions to Trustee	48 72		
			510	31
1847	Permanent Improvements of Real Estate and Additions to Trust property	178 25		
	Support of Negroes	149 55		
	Medical Expenses of Negroes	12 24		
	Trustee's Commissions	42 87		
			382	91
1848	Permanent Improvements of Real Estate and Additions to Trust property	155 59		
	Support of Negroes	27 49		
	Medical Expenses of Negroes	32 37		
	Taxes of Trust property for 1847 & 1848	44 95		
	Trustee's Commissions	35 50		
			297	90
1849	Permanent Improvements of Real Estate and Additions to the Trust property	217 31		
	Support of Negroes	90 10		
	Medical expenses of Negroes	47 13		
	Taxes of Trust property	24 47		
	Trustee's Commissions	23 27		
			404	48
			2812	81

1855 June 21st Received of Joseph B Whitehead trustee of
Mrs S Pordie one hundred and two dollars and forty three
cents in full of Principal & Int of Bond described in our book &c
above as a Bond due to B Lightfoot for seventy five dollars with
Interest from May 16th 1849, which Bond has been assigned to us.

Thomas de Adames

July 3-1898 Recd. of A. G. Whitehead Treasr of I. R. R.
 Return ^{dollar} fifty cents in full for cam. Sept 1900,
 he included in the cost of this duty.

Friday April
at B. Lightfoot.

Verdie twife

Wm. H. Coffey

Heaven

St. Michaels (no other)

Thomas Deane

Agnes, "

The Name

Lady R. 1855 Recd of New York Treas. to J. R. R.
ten dollars seventy nine cents in full for my claim
named in the above decree

E. Murray for
Mama J. Morrison

to the same. forty seven dollars and eighty three cents
with interest from May 16th 1851. till paid, to Womble &
Wilson one hundred and twenty three dollars and twenty
six cents with interest from March 1st 1851 till paid,
to B. Lightfoot seventy five dollars with interest thereon
from May 16th 1849 till paid, to Mariah J. Morrison, eight
dollars and twelve cents with interest thereon from January
1st 1850. till paid, to Dr. B. Pasteur fifty eight dollars (and
ninety three cents with interest thereon from January 1st
1851. till paid, to R. T. Barrett twenty seven dollars and
three cents with interest from April 1st 1851. to
A. Atkinson fifty dollars with interest from December 8th
1850. to J. A. Atkinson five dollars with interest from
August 1st 1851. to E. H. Valentine three dollars and
seventy five cents with interest from March 1st 1850.
So far as the said trust fund may be sufficient for that
purpose and to supply the deficiency of said trust fund,
The said Joseph B. Whitehead is hereby authorized to sell for
cash. so much of the personal trust property in his hands
as may be necessary to supply said deficiency in paying
the amounts aforesaid, exercising his discretion in the
selection of the said property to be sold, and make thereof
to this Court for further proceedings herein.

A. Copy?

Seal

N. P. Young, ex.

Rec^d of Whitehead Trustee of J. Purdie thirty three
dollars eighty six cent in full for my claim
named in the above decree June 2nd 1855

R. T. Barrett

June 6th 1855 Rec^d of Whitehead Trustee to J. Purdie four
dollars eighty seven cents in full for my claim named in the
above decree
E. H. Valentine

\$
100 Rec^d of Joseph B. Whitehead trustee for Geo. J. Purdie & others
the sum of one hundred dollars, be the fee which by the annexed decree
he was directed to pay. entering my hand March 2. 1855. R. H. Whittfield
Rec^d of Whitehead Trustee for J. Purdie & others
\$500 five hundred dollars on account of claims
decree to be paid by the within decree Feb 5. 1855

Thos. J. Adames

Feb 5th 1855 Rec^d of Whitehead Trustee of George
J. Purdie one hundred & sixty three dollars twenty
three cents in full for the same account
named in the within decree with interest to
to this day and I have delivered the said bank
account to him now he paid

Jas. B. Southall

Rec^d of Whitehead Trustee for J. Purdie seventy
three dollars ninety four cents in full for
the principal interest of the the claim due
me named in the decree

D. Boykin. Pasteur
Apr 4th 1855

Receipts of Joseph B. Whitehead trustee of Geo J. Purdie
fifty three dollars and eighteen cents in full for my
fee for stating and reporting accounts and taking depo
sitions in suits mentioned in annexed decree

Geo. H. Atkinson

Receipts of Joseph B. Whitehead trustee of Geo J. Purdie
forty four dollars and seventy five cents in full for Clerk
fee Sheriff fee and attorney fee in suit of Thomas Adams
vs Purdie and attorney fee in Purdie vs Whitehead & al.

June 4th 1855

Thos. J. Adames

Receipts of Joseph B. Whitehead Trustee of J. Purdie \$18.100 dollar in
full of my claim named in the annexed decree

July 25th 1855

Joseph B. Atkinson

In the Circuit Court of Isle of Wight County.
October 20. 1834.

George I. Purdie, and wife Plffs
against $\frac{1}{2}$ In Chy.

Joseph B. Whitehead, John R. Purdie, and Sally, John, Thomas
and Mary R. Purdie, the last four infants, Defts

And

Thomas & Adams Plffs

against $\frac{1}{2}$ In Chancery.
The Same Defts

This Cause this day by consent Came on to be again heard together on the papers formerly read, and on the report of Comm^r George R. Atkinson made pursuant to a decree herein of May term 1834, this day returned - to which report - no exceptions were filed. And was argued by Counsel, On Consideration where of, the Court confirming so much of said report as shows the amount of debts due by the said G. I. Purdie - and Joseph B. Whitehead as trustee of the said Purdie, Created prior to - and since the date of the trust deed in these proceedings mentioned, as well the account of the support and repair of the trust property, Since the date of the said deed - paid out of the income or profits of the trust property conveyed by said deed, doth adjudge, order and decree that the said Joseph B. Whitehead as trustee under said deed, out of any trust fund in his hand - pay the costs of the Plaintiff & Defendants in these suits, including a fee of One hundred Dollars to Robert H. Whitfield as Counsel for said trustee, (and to Thomas & Adams in addition to their costs - the legal attorney fee in the first suit, And the Attorney fee and writ - Tax in the latter suit, to James B. Southall forty four Dollars and fifty Cents, with interest thereon from Jan^y 8th 1845 till paid, to Same. Seventy three dollars and Seventy five cents with interest thereon from January 1st 1851 till paid, to Thomas and Adams Seven hundred And five Dollars and Sixty seven Cents - with interest thereon from Nov^r 1st 1849 till paid, to Same one hundred and eight dollars and sixty five cents, with interest thereon from April 1st 1851 till paid,

Report in the Case of *Sturges & wife*
vs Whipple & others & Thomas Adams
vs the same

To the Clerk of C. S. Court of Ark of
Wright Co

Stoff
165
Pencil

\$1.50
1 24
1 44
1 10

5 18

J. P. Proulx

~~Chapman~~ W

1852

Apr. 29

Wm. George J. Purdie

To Shff: of Island weight Co Dr

To Exc: Sund. on Jos. B. Whithead & Co. }
J. Purdie and wife 3 at 50¢ — } \$1.50

Feb 14th 1853 To the above of Whithead & Co. Dr
to J. J. Purdie }
I have shff.

Dr. James W. Pauthall
Certificate

No 1

Joseph B Whitehead Trustee for George I Purdie called
on me in the month of January 1855 - to attend a negro
boy Jacob (whom he had taken to sell by virtue of
a decree of the Court in the case of Thomas & Adams &
others vs Purdie & others) the said negro boy Jacob whom
I saw him was suffering with a disease of ^{the bone of the} leg
& it was exceedingly swollen & very painful - Mr White-
head consulted me as to the propriety of carrying him to Sch of
Night Ct House on February & April Court days & I advised
him against doing so, believing it would be better for him
not to be moved until his condition was ^{improved} better & his general
health in a measure restored -

Jas B. Southall

Thomas, H. D. C.

n. East. C. C.

P. C. C.

Filed 5th month 1863

1855 The Account of Sale of a negro boy named Washington
Feb⁵th was sold by virtue of a decree in the Court of Thomas
& Adams vs. Whitehead, George I. Purdie & others
which negro belonged to George I. Purdie
Washington James Thomas

\$715.
Whitehead Trustee
for George I. Purdie

Statement
No 2.

An account of the Sales of Washington and Jacob negro
 boy belonging to G. J. Purdie. Sold by virtue of a decree
 in the suit of George J. Purdie & wife vs Joseph D. Whitehead
 & Thomas & Adams vs the same and the balance
 of the money for which J. Purdie's negro sold.

	\$	c	\$	c
1855 Balance due for sale of Bridge sold by a decree of the Circuit Court of Isle of Wight County	328	93		
Feb 5 th By sale of Washington sold this day	715	00		
	1043	93		
Feb 5 th To paid Thomas & Adams			500	00
March 2 ^d To paid Robert H. Whitehead Atto.			100	00
Feb 5 th To paid Dr James B. Southall			163	23
5 th To paid Clerk & Stiff			5	18
Apr 4 th To paid D. B. Pastour			73	94
To keeping Washington from Dec 30 th 1854 to Feb 5 th 1855 at 30 ^c p day			11	10
To 5 p cent commission on \$715 sale of Washington			35	75
			889	20
Balance due	154	73		
June 4 th By sale of Jacob	200	50		
To keeping Jacob from Dec 30 th 1854 to June 4 th 1855 at 30 ^c p day he being doubly afflicted with a diseased leg & hip bone	355	23		
To 5 p cent commission on \$200 sales of Jacob			10	00
To paid Commissioner G. M. Atkinson			53	18
4 th To paid Thomas & Adams their cost			44	75
To paid Thomas & Adams apn of W. Lightfoot			102	43
21 To cash pd Robert F. Barrett			33	86
July 3 To cash pd William P. Jordan apn of Cam. Lightfoot			15	30
June To cash pd Dr J. B. Southall for attending Jacob			25	23
To cash pd Clerk in 1851			1	46
To cash pd Maria Morrison \$10.79. Jo. M. Atkinson \$6.18			16	97
To cash pd C. H. Patterson due			16	87
5-18 1-46 6-63			355	07

Signed

J. D. Whitehead Trustee of G. J. Purdie

~~A Circuit Court continued held for Sale of Wright County~~

To Wmble Wilson One hundred & twenty three Dollars and twenty six cents. With interest thereon from March 1st 1851 till paid, To B. Lightfoot Seventy five Dollars with interest from May 16th 1849 till paid, To Mariah S. Morrison Eight Dollars and twelve Cents with interest from Jan. 1st 1850. till paid, To R. B. Pastors fifty Eight dollars & thirty three cents with interest from Jan. 1st 1851. till paid, To R. F. Barrett twenty Seven dollars and three cents with interest from Apr. 1st 1851 till paid, to A. Atkinson fifty dollars with interest from Dec. 8th 1850 - to J. A. Atkinson five dollars with interest from Aug. 1st 1851, to E. H. Valentine three dollars and Seventy five Cents with interest from Mar. 1st 1850 - So far as the said trust funds may be sufficient for that purpose - And to supply the deficiency of said trust funds, The said Joseph B. Whitehead is hereby Authorized to Sell for Cash - So much of the personal trust property in his hand as may be necessary to supply said deficiency in paying the amounts aforesaid - exercising his discretion in the selection of the said property to be sold, (And make report thereof to this Court for further proceedings herein.

A. Copy

Teste

A. P. Goring

April 30th 1856 The of Whitehead Trustee to Geo. J. Purdie one hundred & forty six dollars fifty cents on account of the principal & interest of our claim named in the above decree

Wmble Wilson

May 15th 1858 The of Whitehead Trustee to Geo. J. Purdie twenty two dollars ~~and~~ ^{thirty one} cents in full for principal & interest of the claim allowed me in this decree

\$72.31

A. Atkinson

May 15. 1858 The of Whitehead Trustee to Geo. J. Purdie twenty two dollars ^{and} ~~thirty one~~ ^{thirty one} cents in full for our claim named in the above decree

Wmble Wilson

Geo. J. Purdie & wife
or
Z. G. Goring Deeds
for J. B. Whitehead & wife
And
Thomas & Adams
vs.
Same

1859 January 1 Recd of Mr Joseph B. Whitehead trustee for Geo J Purdie Ninety eight 500 dolla in full of the claims named in the annexed decree,

Thomas & Adams

At a Circuit Court Continued held for Sale of Wright County On the 20th
Day of October 1854.

George I. Purdie & wife

Plff.

Against

In Chancery

Joseph B. Whitehead, John R. Purdie and Sally, John, Thomas,
(and Mary R. Purdie - the last four Infants

Defts

And

Thomas & Adams

Plff.

Against

In Chancery

The Same

Defts

This Cause this day by Consent came on to be again heard together on the papers formerly read and on the report of Commissioner George R. Atkinson to a decree herein of May Term 1854. This day returned to which report no exceptions were filed and was argued by Counsel, On Consideration whereof the Court confirming so much of said report as shows the amount of debts due by the said G. I. Purdie and Joseph B. Whitehead as trustee of the said Purdie, Created prior to, and since the date of the trust deed in this proceedings mentioned, as well the amount of the Support & repair of the trust property - Since the date of the said deed paid out of the income or profits of the trust property conveyed by said deed; doth adjudge, order and decree that the said Joseph B. Whitehead as trustee under said deed, out of any trust fund in his hands - pay the Costs of the plaintiff and Defendants in these suits, including a fee of one hundred dollars to R. H. Whitfield as Counsel for said trustee, and to Thomas & Adams in addition to their Costs - the legal attorneys fee in the first suit - and the Attorneys fee and writ Tax in the latter suit - To James B. Southell forty five Dollars & fifty Cents with interest thereon from Jan: 8th 1845 till paid, to Same Seventy three Dollars and Seventy five Cents with interest thereon from Jan: 1st 1851 till paid, To Thomas & Adams Seven hundred & five Dollars and Sixty seven Cents with interest thereon from Nov: 1st 1849 till paid, to Same, One hundred & Eighty Dollars and Sixty five Cents with interest thereon from April 1st 1851 till paid, to Same, Forty Seven Dollars & Eighty three Cents with interest thereon from May 16th 1851 till paid,

Recd & acknowledged 20th July 1858 of Mr Joseph B. Whitehead trustee for George I. Purdie, the sum of Seven hundred and forty nine dollars and thirty one cents on account of claims directed to be paid by the annexed Decree.

Thomas & Adams

Witness

J. W. Morley

Dr W. Southall
Bill for
Attending Court
\$25.25

Los B Whitehead Trustees to Geo J Purdie -
 Mr George J Purdie

1855

To Jas. B Southgate Dr.

Jan 13	To mil by Jacot of alt: amoy pow & 3/4 Tinch Saperi	\$ 2 -
" 16	To mil by Jacot of alt: amoy powder & alt: amoy powder	2.50
" 19	To mil by Jacot of alt: amoy powder & alt: amoy powder	2.50
" 25	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.50
Feb 2	To mil by Jacot of alt: amoy powder & alt: amoy powder	2.25
" 7	To mil by Jacot of alt: amoy powder & alt: amoy powder	1. -
" 16	To mil by Jacot of alt: amoy powder & alt: amoy powder	2. -
" 17	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.25
" 20	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.25
Mar 10	To mil by Jacot of alt: amoy powder & alt: amoy powder	1. -
" 19	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.25
" 23	To mil by Jacot of alt: amoy powder & alt: amoy powder	2.50
April 6	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.25
" 21	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.75
" 24	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.25
" 27	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.50
May 13	To mil by Jacot of alt: amoy powder & alt: amoy powder	1. -
" 22	To mil by Jacot of alt: amoy powder & alt: amoy powder	1. -
Jun 3	To mil by Jacot of alt: amoy powder & alt: amoy powder	1.50

\$ 25.125

Recapaymt a full of Dr.

Los B Whitehead Trustees

Jas B Southgate

David W. D. & Co.
Wife

\$1.44

I have recd.

The payment of the whole head
Trusted by J. Purdie
Feb. 14th 1855

1833.

George I Purdie's wife

Dr

To the A/c of Sole freight air cot.

May
1833

Conts. M. Whitehead 36. A/c. Sam 36.

72

May

Sam 36. A/c. Sam 36.

72

A. P. H. H. H.

£144

Whitehead S. P.

1. 24

The payment of Whitehead
must be ~~made~~ covered
for \$8 with 19 1/4

24 Nov 1894
1.24
1.44
1.50
1.00

\$5.18

1833 Joseph B Whithead made for Geo. I. Purdie

To the clerk of the court

Aug. copy drawn in ch. 36

" Order & recd. of you ad. 88

W. P. Hargreaves, £ 124

Thos. Hall

to
Sardis

\$1.00

Mr George J. Purdell
To J. Hall Mff Dr
1832 To Receipting 2 notices for you
by order of Campian Allen \$1.00

Feb 14 1835 Recd. the above receipt
of Mrs Lilliehead Frost
to G. J. Purdell

J. Hall

1830.	George Purdie wife	D ^r
	To the bill of lading freight	recd. int.
June.	Rule n: Whitehead	. 50
Deco.	Deco n: do. 36. Copy 24.	. 60
1831		
May.	Continued n: do.	. 36
	<u>W. P. Youngd.</u>	<u>\$ 1.46</u>

In obedience to the annu'd decree I did on the 30th day of December
 1854 take two negro boys named Washington & Jacob the property
 of George J. Purdie to satisfy the demand of said decree and having
 advertised the time and place of the sale of said negroes at the
 Court house of Isle of Wight County on ~~January~~ Court day 1855 and
 at other places of said County, I did on the first Monday in
 February 1855 sell at public auction the boy Washington
 at which sale James Thomas became the purchaser for
 the sum of \$7¹⁵; Jacob was attacked early in January 1855
 with a disease of his leg which was so severe that his atten-
 ding physician Dr James B Southall advised that he
 should not be removed see Dr Southall's certificate
 herewith filed Married No 1, and it was not until June
 Court the he recovered so that he could be removed
 at June Court 1855 after ^{advertising} him as I did Washington, I sold
 him at public Auction at the Court house at which
 sale John C Adams became the purchaser for the
 sum of \$200.50^c which two sums with the sum of \$328
 95 the balance of the money for which said Purdie's bridge
 sold, make the sum of \$1244.43 which sum after pay-
 ing the cost of maintenance & Cammiferan \$103.65 I paid to
 the following persons by the receipts on the decree to Thomas
 & Adams \$500 to Robert F. Whitfield \$100 to Dr James B Southall
 \$163.23 to Clerk and Shff \$5.18 to David B Foster \$15.74.
 to Cammiferan George M. Althman \$53.18 to Thomas & Adams
 their Cost \$44.75 to Thomas & Adams apn of W. Lightfoot \$102.43
 to Robert F. Barrett \$33.86 to Walsan P. Jordan apn of Camm.
 W. Lightfoot \$15.50 to Clerk paid in 1857 \$1.45 to Dr James B
 Southall \$25.25 to Maria Morrisman \$10.79. to Jos M Althman
 \$6.18 to Edward H. Valentine \$4.87 making the sum of
 \$1244.27 Dr Southall's receipt for attending Jacob and the Clerk's
 & Shff's are not on the decree but herewith filed all of which
 will more fully appear by reference to Idolment ^{filed} here &
 with Married No 2. The negroes taken would have been
 sufficient to pay all the debts had not Jacob been attached

with the disease of his leg but in consequence of Jacob's afflic-
tion there yet remains some \$500 or more to be paid but
the balance of Mr Purdie's negroes being hired out and
the creditors not pressing, I thought it advisable to
wait till the expiration of the year and then sell
enough to pay the remainder of the debts all of
which is respectfully submitted

Signed

Wm. Littleton Trustee
of George J. Purdie
October 15. 1855

In obedience to the annexed decree I did on the first Monday
 in April 1856 sell Kereulo a negro man the property
 of George A. Purdie at Sale of West Court house he being
 first advertised one month before at the door of
 the Court house & in the Favor of Smith & Co
 at which sale Dr. Francis M. Keyser became
 the Purchaser for _____

156

but from April 7th day of Sale to April 30th when
 the money was paid

58.58

156.58

Contra

Came at 5 percent on \$156	\$ 7.80
Maintaining Kereulo 4 day	1 20
Covering to the Court house	75
Paid Wambled Wilson Apr.	
30 th 1856 by their receipt on	
Decree _____	\$ 146.50
	\$ 156.25

All of which is respectfully Submitted

Jr. B. Whitehead Trustee
 for G. A. Purdie
 May 15 1856

Account of
Sales of ~~the~~ *Med*
Sold by Geo
A. Jordan by
my consent
for J. J. Purcell
W. J. Purcell
Trustee

Expenses and Comps. for the sale of Recd.
belonging to Geo. J. Purdie, for Jos. B. Whitehead by
Jno. A. Jordan

Paid E. Morrison for Buggy hire	2.00
Wharfage by Papag & fare on E.R.	5.25
Tavern bill & Hack Hire	3.50
Papag & fare home	3.00
Wharfage & Hack Hire	1.00
	\$15.75

Comps.

	25.00
	\$40.75

Recd. Am^t. Rec^d. from
Wilkinson Hill Ho. Anch^r

786.75 75

\$827.50

40.75

\$786.75

Recd. Am^t. paid to J. B. Whitehead 786.75

July 15th 1858 Trustee for Geo. J. Purdie

Jno. A. Jordan

Final Report
in the Case of
Purdie & Wife
vs
Joseph B. White,
Heir & others
et al

An additional report of Joseph B. Whitehead Trustee
for George F. Purdie of his actings and doings under a decree
of the circuit court of Sale of High County rendered the
20th day of October 1854

1858
May 15th

To cash paid Archibald Atkinson by receipt } 72 31
on the decree

To cash paid. Hornle and Wilson by receipt } 16 79
on the decree

July 13th

1859
Jan. 1st

To cash paid Thomas and Adams 249 31

To cash paid Thomas and Adams in
full of all claims named in the decree } 98 52

To commissions on the sale of Acad. \$786.55. 39 33
976.26

By this amount from the income of
Mr. Purdie for the year 1857 and 1858 188 62

By the sale of Acad. sold, July 15th 1858 786 55
8974 37

Since my last report I have paid on the 13th of May 1858
Arch. Atkinson seventy two \$/100 dollars, and on the same
day I paid Hornle and Wilson \$16. 79, on July 15th
1858 I paid Thomas and Adams seven hundred & forty nine
3/100 dollars and on first day of Jan. 1859, I paid Thomas
and Adams ninety eight 52/100 dollars, the receipt for which
amounts are on the decree or attached to it.

In paying the same I used at Mr. Purdie's request \$188.
62⁵⁰ of his income for the year 1857 & 1858 and the sale
of Acad. \$786. 55. The whole of the claims named
in the decree are settled. Acl of which is respectfully submitted.

J. B. Whitehead Trustee
G. F. Purdie

Handwritten musical notation on a single staff, featuring various notes, rests, and clefs. The notation is written in a cursive, handwritten style. The staff is divided into measures by vertical bar lines. The notes are written in a fluid, connected manner, typical of handwritten musical notation. The paper is aged and shows some staining and wear along the edges.

George J. Spencer's wife copy

For B. Whitcomb, John R. Spencer,
sally, John, Thomas, William R. Spencer
the lost 4 infants — 25 ps.

On each of the copies. The
P. Young Clk of the Court is offered
in American as letters to the
infant's confessions, to defend
them in this cause.

Pardon Sirs

7

which has been

roughed

on a

submitted

to the Judge

121

Geo. J. Penn & Co. Joseph B. Schickel
and John R. Pennin, Exors, vs.
Thomas and Mary R. Pennin
the last 41 facts by St. P. Jones
their sv. and return -

This cause came on to be heard
this day on the bill of the couple
recovers of the debt, exhibiting
certain file, and the exami-
nation of a witness, on counsel
-ation whereof the Court with
Geo. Penn and Geo. J. Penn
Joseph B. Schickel and John R. Pennin
a sworn officer of this Court
an op of his transactions as
trusted under the said Geo.
Geo. J. Pennin on the 28th of
December 1842, which said coun-
is directed to examine, state &
with the said account, &
make report thereof to this Court
with any remark, sworn & pertinent
by himself, or required by the parties
or any of them to be stated for

Purdie & Wife
w Copy Secret Service
Whitchard & Co

W

In the Circuit Superior Court of Law & Chancery for the County of Lee of
Virginia May 17th 1850

George I. Purdie & Mary his Wife — Complainants
against
Joseph B. Whitehead, John R. Purdie, Sally
John, Thomas & Mary R. Purdie, the last
four, Infants Defendants

This cause came on to be heard, this day on the Bill
of the Complainants, Answers of the Defendants, replications thereto,
& exhibits filed & the examination of witnesses: — On consideration
whereof the Court doth adjudge, order & decree that Joseph B. White-
head lay before a Commissioner of this Court, an account of his
transactions as Trustee under the deed from George I. Purdie
on the 28th of December 1842: which said Commissioner is directed
to examine, state & settle the said accounts, & make report thereof
to the Court with any matters deemed pertinent by himself or
required by the parties or any of them to be so stated —

Attest

Teste

N P Young C.C.

Attest

Teste

BS Lightfoot Comr.

Lee of Rights County Commissioners Office July 10th 1850.

The parties interested in the foregoing decree, will take
notice, that I have appointed Thursday the 15th Instant, to carry
into effect the said decree, on which day at 9 O'clock AM, they will
appear at Mr Edwin Morrisons Tavern in Smithfield with their
papers & evidence

BS Lightfoot Comr.

Service of notice acknowledged

Whitehead

A. A. Kinton

A. H. To Becc den

Joseph Purdie

Purdee & wife

vs. 3/60. Deane

Whithead & Als.

For Const. Lightfoot.

Came to hand July 1st 1838
B.L.

Notice for settlement at E.
Morrison Tavern on Thursday
the 25th of July —

In the Circuit Superior Court of Law & Chancery for the
County of New of Wight, May 17th. 1850.

George I. Purdie and Mary his wife. Complainants
Against

Joseph B. Whitehead, John R. Purdie, and Sally,
John, Thomas and Mary R. Purdie, the last four
infants. Defendants.

This cause came on to be heard this day on
the bill of the Complainants, answers of the defendants,
replications thereto, and exhibits filed, and the
examination of witnesses; and consideration whereof
the Court doth adjudge, order, and decree that Joseph
B. Whitehead lay before a Commissioner of this Court
an account of his transactions as trustee under the deed
from George I. Purdie on the 28th of December 1842;
which said Commissioner is directed to examine, state
and settle the said accounts & make report thereof to
Court with any remarks deemed pertinent by himself
or required by the parties or any of them to be so
stated.

A Copy.

Liste

N. P. Younger.

published in the City of Norfolk,
the said Com. proceed to state the said
of if notwithstanding and with any
unlawful and put forward by
himself or required by any of the
parties to be stated. And the said
and all round to take before the Com.
or in any other manner performed
and without affidavit

Remain in

in 3/4 Rem

Whitthorn

for

for the etc

Oct. 1850

To be entered

R H Baker

May Co. 1850

George Spencer and many his wife, compts

Joseph B. Whithead, John K. Pearson, only
Pearson, John Pearson, Thomas Pearson,
only, and many Pearson the last 6
infants by St. P. Young their grandfather
Bartholomew Lightfoot, Robt. B. Bant,
Francis H. Perce, James Thomas and
John E. Adams, merchant of New York
under the style of Thomas & Adams
By consent of parties, the complainant
has filed this answer and bill in this
cause, & by like consent the defendant
has filed this answer, and then
by consent of parties, the
cause is set up on the 1st of June in the
papers formally read, & the report of
Coun. B. Lightfoot made in person
and of the order of the 17th of May
1850, and the Court having overruled
the exception filed by the defendant
Whithead at the time the Coun. took
the said ap, the Court doth confirm
the said report, and for reasons
appearing to the Court, & by like consent
the Court doth adj. order & decree
that the Coun. of this Court take
an ap of the outstanding debts,
claims or demands against the
defendant, complainant George Pearson,
for which the estate of the said George
Pearson in the hands of the last
Joseph B. Whithead John K. Pearson
is responsible - and that after notice
for 30 days in one of the news papers

Purdie & Co. Ltd.
or J. C. D. Co.
Whitehead Trust Ltd.

In the Circuit Court of Isle of Wight Oct. 19. 1830.

George J. Purdie Maylin wife

agustus

3 2. change.

Dr. B. Whitman, John R. Pender, Sally Pender, John

Purdie, Thomas Purdie & Mary Purdie, the last four

infants & the

Def.

By consent of parties the Complainants have filed their amended bill in this cause, and by like consent the defendants have filed their answers, and by consent of parties this cause coming on to be heard on the papers formerly read, the amended bill answers the report of Com^r B. Lightfoot made in pursuance of the order of the 17th of May 1850, and the Court having overruled the exceptions filed by the Defendants Whitehead at the time the Com^r took the said acct: the Court doth confirm the said report, and for reasons appearing to the Court & by like consent, the Court doth adjudge order and decree that the Com^r of this Court take an account of the outstanding debts, claims or demands against the Complainant Geo. J. Purdie of which the estate of the said Geo. J. Purdie in the hands of the trustees Joseph B. Whitehead and John C. Purdie is responsible, and that after notice of thirty days in one of the newspapers published in the City of Norfolk the said Com^r proceed to state the said account of the outstanding debts, with any remarks deemed pertinent by himself or required by the parties to be stated.

A Copy - List
W.D.

W. P. Young co.

Purdie &c

v.

Whitehead

The ~~affidavit~~ of Purdie is
entirely to the contrary he
claims, but the standing
is not an issue the ed-
geon he is to move when the
other case is ready but there
will be no issue Feb 13

The will of Mr Purdie
& the transfer to Mrs
Purdie were filed
with the Com. ~~and~~
he has reported the
liability of the estate
but has not filed
therein with his
report - as there
is ~~not~~ is ~~part~~ about
this claim & as the
debt is charged
by the testator will
a sale is asked for
enough to pay it

Purdie & Co v. Whitehead & Co

This cause came on this day to be again heard on the papers formerly read, and also on the report of the Commissioner made pursuant to the decree of October Term 1830 to which no exceptions have been filed, (and was argued by Counsel.

On consideration whereof the Court both adjudge order (and decree that George J. Purdie pay to Samuel W. Wilson admr. de bonis non of Henry Pinner decd one hundred dollars, with legal interest from 7th December 1839 till paid - and the Court deciding that the estate now in the hands of Joseph B. Whitehead the trustee of said George J. Purdie is liable for said debt, both adjudge, order & decree that the Joseph B. Whitehead make sale of such portion of the estate in his hands as may be sufficient to satisfy the same -

Since the date of the last paid out of the profits or income of the trust property. Fourth - an account of any debts credited prior to the date of said decs, which have been paid out of the profits or income of the trust property, which he shall report to Court with any matters deemed pertinent by himself - or required by the parties to be ~~so~~ Specially Stated.

A copy.

Teste

J. P. Young es.

Under the sign

m:

m

Witnesses

and

John Brown

Thomas A. Adams

m:

m

Witnesses

Againt $\frac{1}{3}$ In Charge
Joseph B. Whitehead, John W. Purdie, George J. Purdie and Mary his
wife, and Galley, John, Thomas, and Mary W. Purdie the lost four
Infants. Defs.

Purdie Turbe Sal.

v.

Whitehead Sal.

(am)

Thomas & Adams Sal.

Rev. J. Purdie Sal.

Dance Oct. Ct. 1853.

To be entered

A. H. Baker

Oct. Co. 53

Entered.

- At a commission of this court take the
following accounts; 1st an account of any other debts
^{not heretofore reported}
due by George I Purdie or Jos B Whitehead as
his trustee created since the said trust deed
~~distinguishing in said~~
2nd an account showing which of the debts
due or owing were created by the authori-
ty of the said trustee, ^{the consideration of said}
~~debts~~ ^{debts} there heretofore reported as well as
those which may hereafter be reported -
3rd an account of the expenses of the ~~trust~~ ^{trust} ~~deed~~ ^{deed} ~~deed~~ ^{deed}
& disburse of the trust property since the date
of the deed paid out of the profits ^{income} of the
trust property -
4th an account of any debts created ~~at~~ ^{on} ~~the~~ ^{the} ~~trust~~ ^{trust}
prior to the date of said deed which have been
paid out of the profits & income of the trust
property, which he shall report to court
with any matters deemed pertinent by
himself or required by the parties to be spe-
cially stated -

Geo. J. Purdie & Mary his wife

vs.

Jr. B. Whitehead, John R. Purdie, Sally Purdie,
John Purdie, Thomas Purdie & Mary Purdie the
last four Infants tal.

and

Thomas & Adams, & others:

vs.

Geo. J. Purdie tal:

~~And second cause~~ In this last cause
in which the Rice has been taken for confessed
at the rule as to George J. Purdie & Mary his wife
and in which Jr. B. Whitehead has filed his answer
and in which Sally, John, Thomas, & Mary R. Purdie
infants by A. P. Young their gd. ad litem have filed
their answers, came on to be heard ~~and tried~~
together, the first cause on the papers formerly
read thereon on the report of Lem. Atkinson
made under the decretal order of 19th Oct. 1850
to which no exceptions have been filed; and
the second cause, on the Rice of the complainant,
sexhibits filed, answers, affidavits, replications
thereto, & ^{examination} ~~depositions~~ of witnesses, and was
argued by counsel: on consideration whereof
the Court doth adjudge, order & decree that
Jr. B. Whitehead, out of any fund in his
hands as trustee for Geo. J. Purdie, or which
he may receive, pay to Saml. M. Wilson as
adm. de bonis non of John G. Pinner decd,
the sum of One hundred dollars, with
interest thereon from the 7th day of December
1839 till paid - (and the Court
doth adjudge, order (and decree that

Pendlebury
Whitehead's

Thames & Adams

Whitehead's

Rough beaver
Oct Term 1834

To be entered

R. H. Baker

Edw

XXXth January 1st 1831, till paid, To Thomas Adams
705.67 with interest thereon from Nov 1st 1849, till
paid, to same \$180.65, with interest thereon from
April 1st 1831, till paid, to the same 47.83 with inter-
est thereon from May 16th 1831, till paid, to Wm. A.
Wilson 123.26 with interest thereon from March 1st 1831
till paid, to B. Lightfoot \$75.00 with interest thereon
from May 14, 1849, till paid, to Maria J. Maines 8.12
with interest thereon from January 1st 1830, till paid,
to D. B. Partens 58.93 with interest from January 1st 1831,
to R. T. Barnet 27.03 with interest from Apr 1st 1831,
to A. Atkinson 50.00 with int from Dec 8th 1830,
to J. N. Atkinson 5.00, with interest from Aug 1st 1831,
to C. H. Valentine 3.75 with interest from March 1st
1830, so far as the said trust funds may be suffi-
cient for that purpose & to supply the deficiency
of said trust funds the said Joseph B. White
head is hereby authorized to sell, ^{for cash} so much of
the personal trust property in his hands as may
be necessary ~~thereof~~ to supply said deficiency
in paying the amount aforesaid, exercising his
discretion in the selection of said property to be
sold & make report thereof to this court for further
proceedings herein.

Purdie & up

as

Sos B Whitehead & als

&

Thomas & Adams & als

as

Purdie & als -

There comes this day ^{become} ^{on} to be again heard together on the papers formerly read ^{on} the report of Commissioner B R Atkinson made pursuant to a decree herein of May Term 1834; this day returned to which report no exceptions were filed & was argued by counsel, on consideration whereof, the court confirming so much of said report as shows the amount of debts due by the said P & S Purdie & Sos B Whitehead as Trustees of the said Purdie, created prior to & since the date of the Trust deed in these proceedings mentioned, as well the account of the said report & affairs of the trust property, since the date of the said deed paid out of the income or profits of the trust property conveyed by said deed, doth adjudge order & decree that the said Joseph B Whitehead as Trustee under said deed, out of any trust funds in his hands pay the costs of these suits, including a fee of one hundred dollars to R H Whitfield as ^{counsel} ~~attorney~~ for said Trustee, & to Thomas & Adams in addition to their ~~other~~ costs, the legal attorneys fees in the first ~~suit~~ & the attorney fees ~~in~~ ⁱⁿ the latter ~~suit~~, to James B Southall \$44.50 with interest thereon from January 8th 1845, till paid, to same \$73.75, with interest thereon from

F. J. Purdie wife

as

J. B. Whitehead & Co

L

Thomas Adams

as

Same -

Rough Decree

Oct Term 1839

To be entered -

R. H. Baker

~~~~~

20 Entered

G. I. Purdie's wife

vs

J & B Whitehead & al-

Thomas Adams

vs

The same

There comes this day by consent  
came on to be again heard together, on the papers  
formerly read, & on the report of Joseph B Whitehead  
made under a decree herein of October term 1834,  
was argued by counsel, on consideration whereof  
the court confirming said report, to which no  
exceptions were filed, doth adjudge order & decree  
that Joseph B Whitehead, Treasurer for G. I. Purdie's  
wife out of the trust funds pay the costs of this  
suit still unpaid -

Thomas Parke's

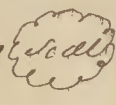
Mill

- Copy for

M<sup>r</sup> E. Parke esq<sup>r</sup>

courtesy not to demand security of my said execution for his damages  
to others of my estates as long as my unborn will confide me  
In witness whereof I have hereunto set my hand and affixed  
my seal this twenty fifth day of November 1829—

Signed sealed published  
& declared as and for the  
last will and testament  
of the above named Thomas  
Purdie in presence of us

Thomas Purdie 

Nathl Young  
Jas. H. Woodley  
Th Purdie.

At a Court held for the county of Volusia Night the 7th day of December  
1829 The foregoing Will was presented in court and proved by the  
oath of Nathaniel Young, James H. Woodley and John H. Purdie  
the witnesses thereto and ordered to be recorded

Attest Nath Young  
"et al"

particular friend Colonel Arthur Smith guardian to my son George  
I Purdie, and it is my will and desire that this plantation which  
I have devised to my said son George James Purdie be kept up  
and cultivated for his benefit without being rented out; but leaving  
it in the discretion of his guardian to rent it out in whole or in  
part, and to hire out his slaves if he shall judge it best for my  
said son's benefit - Seventhly It is my will and desire that the pen-  
sible part of my estate not herein disposed of, except such as  
may be necessary to keep up and carry on the works of the land  
and plantations devised to my son George James Purdie if in  
the opinion of my executor & my son's guardian, be sold after my  
decease, and out of the proceeds of such sale that my just debts  
and funeral expenses be paid, and the residue of my estate  
not otherwise disposed off I give and bequeath to my son George  
James Purdie & his heirs - Eighthly I give to my son John  
Everard Purdie the sum of one hundred dollars per annum  
for ten years to be raised out of the property I have hereby  
bequeathed to my son George James Purdie the first payment  
to be made at the expiration of twelve months from my  
death - Ninthly. It is my will and desire that my executor  
& guardian to my son George James Purdie keep up my  
Toll Bridge untill my said son attains the age of twenty  
one years out the income of my said son's estate - Tenthly  
It is my will and desire that if my grand daughter Ellen  
Purdie should die before she attains the age of twenty one  
years, leaving no children & child living at the time of her  
death, that the whole of this estate hereby bequeathed to her and  
that which she may by the death of my other children, heir by  
any bequest herein made shall return to my other children  
Sarah R and George I Purdie & their heirs forever - Lastly  
I hereby nominate and appoint my esteemed friend Col. Arthur  
Smith my whole and sole executor to this my last will and  
testament hereby making all other wills and testaments by me  
heretofore made, and I request the worshipful court of Chancery

I also bequeath to my said grand daughter the following negro  
slaves, to wit, Betty Carter, Rouse Tom, Charlotte and Mary of  
Puffy. But in case my said grand daughter should die be-  
fore she attains the age of twenty one years and without ha-  
ving a child or children living at the time of her death, then  
in that case I desire that all the said property and the pro-  
ceeds of the sales of same hereby bequeath to her be equally di-  
vided between my son George James Purdie and my daughter  
Sarah Robinson Purdie if they or their lawfull issue be li-  
ving at the time, otherwise to the survivor or surviving if-  
sue of them forever. Thirdly I give and bequeath to my son  
George James Purdie and his heirs, all my lands and planta-  
tions in the of weight county which I purchased of the following per-  
sons, to wit, Richard W Byrd, Wilkinson Whitfield and wife, Robert  
DeFord and wife, Louisa Cunningham, and John Love nephew  
being liad to their several deeds to me, which are of record in the  
of weight county court will fully describe the said lands, and all  
together being called my red point lands. I also give to my  
said son George J Purdie this land, my Toll Bridge, and the  
following negro slaves, to wit, Tom Butler, Tom King, Edmond, Isaac,  
Harry, Jacob Jimmy, Solomon, Sabina, Eliza, Ron, Randall,  
Anthony, Sam, Cyrus, Quarter Milly, Toby, Hercules, Betty,  
Jacob, Nancy, Milly Weaver, and Beck. But in case my  
said son George James Purdie should die before he attains  
the age of twenty one years, and without having a lawfull  
child or children or children living at the time of his death,  
then and in that case I give and bequeath the said lands  
and toll Bridge herein devised to my said son George James  
Purdie to my daughter Sarah R Purdie and her heirs, and  
the said negroes and their increase to be equally divided be-  
tween my said daughter Sarah Robinson Purdie and my grand  
daughter Ellen Purdie if they be living at the death as aforesaid  
of my said son George J Purdie otherwise to the survivor or  
surviving issue of them. Fourthly, I appoint my particular friend

James Chalmers Esq guardian to my daughter Sarah Robinson Purdie  
and I also appoint him the said James Chalmers Esq guardian to my  
grand daughter Ellen Purdie, but should the court think proper not  
to confirm my appointment of guardian to my said grand daughter  
then and in that case it is my will and desire that my said  
friend James Chalmers Esq. shall receive the money bequeath  
to my said grand daughter, of my executor and apply the interest  
thereof towards the education & maintenance of her annually  
as he may deem proper and according to law. Fifthly I emanci-  
pate and set free from slavery my mulatto woman slave Elizabeth  
commonly called Liza. whom I purchased of Edmond Limer. I  
also give to the said Elizabeth her son William and my negro girl  
Maria to her and her heirs; also one feather bed and furniture  
including winter and summer curtains commonly called Liza's  
Bed, Bedstead & furniture - also black walnut dining Table, one  
black walnut Tea Table, one black walnut Dressing Table, eight  
black walnut leather bottomed chairs, four silver Table spoons with  
a bird on them, six silver Tea spoons with the cypher P on them  
all my cups and saucers, plates and dishes, knives and forks, one  
tea tray & two water, three pair sheets, one pair of blankets, all  
the bed goods of her making also my gig, harness & Bay Horse  
and also three hundred dollars now in her possession; and I  
desire that my executor may permit the aforesaid Elizabeth to re-  
main on my plantation and live in one of my new dwelling  
House of her choice for the term of twelve months next after my death  
and for her to have provisions from my Smoke House and dairy,  
and to use as much sugar spirits coffee and wine as she may  
require for her individual use that my negroes Milly Weaver & Beck  
remain on the said plantation and in one of my Kitchens and  
be under the control of the said Elizabeth, and that the said Eli-  
zabeth, William, Maria, Milly Weaver and Beck be maintained  
out of my estate for this said term of twelve months after my death  
and that at the expiration of twelve months after my death the  
said Milly Weaver & Beck to return agreeable to the manner they  
first her use are directed. Sixthly I constitute and appoint my

I Thomas Purdie of the county of Isle of Wight and State of Virginia being in a weak state of Health, but of sound mind and memory do make, ordain, and constitute this my last will and testament, in manner and form as follows to wit, First I give and bequeath to my daughter Sarah Robinson Purdie and her heirs forever, the sum of Eight hundred dollars which Thomas C. Roper owes me, and for which I have his bond, also the sum of Two thousand eight hundred dollars, which Roper and Scott owes me for the purchase of lands lying in York county and which is payable in twelve months from <sup>the date of</sup> the date I am to give them for the said lands; also the following negro Slaves and other property to wit, Aaron, Judy, Fanny, Stephen, Jack, and Patience, my gold watch, and Jewellery, my best bed and bedstead with its furniture, including the best red ground curtains, my copy of Josephus, and Wilson's Orithology. But in case my said daughter Sarah Robinson Purdie should die before she attains the age of twenty one years and without leaving a child or children living at the time of her death, then and in that case, I desire that the property herein bequeath to her be equally divided between my son George James Purdie and my grand daughter Ellen Purdie if they, or their lawfull issue be living at that time, otherwise to the survivor or surviving issue of them secondly. I desire that my executors herein after mentioned, sell in such manner and on such terms, as he may think proper my tract of lands near Hiner's Mill in Isle of Wight county and which I purchased of Benjamin Drew, also my lots in the Town of Smithfield two of them lying between Doctr James B. Southalls' and Wm Hiner's lots and the other which I purchased of John Blair (called Casys lot), also my piece of marsh land lying opposite the said Town and which I purchased of Joseph B. Rodden, and the proceeds of such sales I bequeath to my grand daughter Ellen Purdie and her heirs

Thomas Adams

at  
Pender -

Exhibit {C} filed  
with Compt's Bill -

Adams Vol 1  
of Book D Money and 10th Dec 18



Recd. twenty six dollars & 37½ cents sent to Ger  
31<sup>st</sup> 1847 of J. B. Whitehead Trustee to G. J.  
Purdie for which I have given a receipt

Frances H. Powell

Recd. fifteen dollars of J. B. Whitehead  
Trustee entered to G. J. 31<sup>st</sup> 1848  
for which I have given a receipt  
June 27<sup>th</sup> 1849. Frances H. Powell

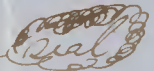
\$6.00

\$2.50

note

Geo. Purdie &  
J. B. Whitehead

For value received on demand we bind ourselves our heirs &c  
to pay to Frances H. Powell guardian to Mary E. Thomas or  
order Two Hundred & Fifty dollars as witnesses our hands and  
seals this 28<sup>th</sup> of March 1846

George J. Purdie   
Joseph B. Whitehead 

Teste  
Jordan Wombwell

Purvis  
to 2 copy of  
bond  
Lighthook  
=

On demand I promise to pay or cause to be paid unto Barth<sup>l</sup>  
Lighthouse his heirs or assigns the sum of Seventy five dollars lawful  
money: to which payment well & truly to be made I bind myself my  
heirs &c. firmly by these presents Sealed with my Seal & dated this 16th day  
of May 1849—

I test  
J B Whitehead

George I. Purdie Seal  
Attest  
Barth. Lighthouse

George J. Lunt  
To G. W. M.  
H. M. Adams  
\$ 705.<sup>67</sup>/<sub>100</sub>  
due 1<sup>st</sup> Apr. 1849

\$ 205. 67/100

On demand I promise to pay to  
THOMAS & ADAMS, order or assigns, *Seven Hundred & Five*  
*Dollars and Sixty seven Cents*, for value received; for which  
payment well and truly to be made, I - bind myself my  
Heirs, Executors and Administrators, jointly and severally,  
firmly by these presents; as witness my hand and seal  
this 1<sup>st</sup>. day of November - 1849

TESTE,

*Wm. H. Moody*

Boothby. Pr.

*G. J. Purdie*



In acknowledgement of the within notice

Geo D Purdie  
Mary Purdie  
C B Hayden  
Council for Creditors  
A. P. Young your or others

David & Wife

vs

Whitcomb & others

and

James & co heirs

vs

Whitcomb & others

Comme. process notice



Comptroller's Office

Smithfield August 1<sup>st</sup> 1854

To George J. Purdie, Mary Purdie his wife, Joseph B. Whitehead  
John R. Purdie & Sally Purdie, Thomas Purdie, John Purdie  
and Mary R. Purdie, (Infants) James Thomas & John C. Adams

You are hereby notified that I have filed on Thursday  
the 31<sup>st</sup> August 1854 to state and settle at my office  
the following accounts to wit first an account of any  
other debts <sup>herebefore</sup> reported to be due George J. Purdie or Joseph  
B. Whitehead as his trustee, created since the said trust  
and second an account showing of the debts due as follows  
and created by the authority of the said trustee, and the con-  
tinuation of said debts, including in said account  
those heretofore reported as well as those which may hereafter  
be reported, third an account of the expenses of the support  
and repair of the trust property since the date of this  
and paid out of the profits or income of the trust property  
fourth an account of any debts created prior to the  
date of the said and which have been paid out of the  
profits or income of the trust property, which said accounts  
are required to be taken by a decree of the Circuit Court of  
Albany of Wright County, Indiana on the 18<sup>th</sup> day of October 1853  
in this suit between George J. Purdie and Mary his wife  
plaintiffs and Joseph B. Whitehead, John R. Purdie, and  
Sally, Thomas, John, & Mary R. Purdie (the last four Infants)  
defendants, and James Thomas, and John C. Adams, mer-  
chants and partners trading under the name and  
style of Thomas & Adams who sue on their own behalf &  
other, co-actors of said George J. Purdie plaintiffs and  
the same persons parties defendants - as in fact suit,  
at which time and place you are required to attend  
Given under my hand as Comptroller of said Court  
the day and year first aforesaid

George R. Atkinson

Purdie &  
Bill Purdie & Co

Jno. T. Purdie and others  
infants of fund etc.

n. 3/4 Clap.

J. B. Whitehead Trustee  
for George T. Purdie & Co.

1852.

May rules. Bill to file  
and also the act of J. B.  
Whitehead, G. T. Purdie &  
May Purdie & Co.

May Term 1852 Decree  
decree for sale of B. p. 28.

Report of Com.  
with bond.

com. B. B.

7

humble Court, by George J. Purdie & wife v. against the said Whitehead Trustee & other suits connected  
there with of such a nature as to render it improper in him to sell, and no other resort  
was left to the parties pecuniarily interested or the public to obtain a sale as a  
preliminary to rebuilding the Bridge. And your Orator has leave to refer to said  
suits; and if for any purpose deemed necessary, this one, or the same, or the purposes of  
it, in any manner proper, is prayed to be considered for such objects connected or  
united. Furthermore, your Orator desires to state, that according to the Act of  
the General Assembly empowering Thomas Purdie to establish Bridge, that  
if the same were allowed to go down, or unfit for use for two years, that the  
Franchise, Right, or privilege of rebuilding a Bridge over the said Pagan  
Creek should be forfeited. This Privilege or Franchise is valuable, and  
they your Orator are unwilling and unable to lose it, as they must unless  
the same is sold, since they are not, neither is their father able to build a Bridge.

The Bridge has been regarded as abandoned for several months. The Legislature of  
1850-51, not having <sup>time</sup> to act on the said Memorial adjourned. It was brought to  
the notice of the Present General Assembly, and by an act passed April 12. 1852.  
a transcript of which is <sup>now</sup> ~~in the files~~ <sup>in the files</sup> as a part of this case.  
The Circuit Court of this County is authorized and empowered, to sell the said  
Bridge, its appurtenances, & your Orator prays, a sale of said Bridge, or the  
Franchise according to the directions of said specific act, and they are advised  
that their interests, and the interest of all parties, as well as the public safety  
and convenience, require a sale decreed as early as possible, at the  
May Term if the same can be accomplished. In the 1<sup>st</sup> place by lapse of  
time they may lose the 'Privilege' or the same be forfeited. 2<sup>d</sup> If the sale be post-  
-poned it increases their risk to the public 3<sup>d</sup> It is now of no profit, but an in-  
-convenience, and there will be a loss of interest on the purchase money, during the  
period of protraction. 4<sup>th</sup> It will bring money in early summer, than  
in the fall, because operations on the first instance <sup>can</sup> be commenced immediately  
by the Purchaser. The only persons interested besides your Orator who as appeared  
are children, (being all infants under 21, years of age) of the said George J. Purdie  
and Mary his wife, the said George J. Purdie and Mary, and the Trustee  
Joseph B. Whitehead. They pray, that this honorable Court will grant a decree  
for the sale of said Bridge on such terms as may be deemed best, and  
decree the proceeds for the benefit of themselves & father & mother, the be-  
-neficiaries, and according to the rights & terms of said Trust Deed.

That the said Joseph B. Whitehead Trustee, and George J. Purdie, & Mary Purdie  
his wife, do hereby assent to this Bill and be compelled to assent the same -  
and grant ~~last~~ - all relief which may be meet & proper in the premises  
J. B. Purdie

To the Honble Richd. H. Baker judge of the Circuit Court of Law & Chancery  
for the County of Isle of Wight in Chancery sitting, humbly complaining sheweth unto  
your honor, your orator, Solly, John, Thomas, Mary R, and Charles Purdie who are  
infant children of George S Purdie and Mary his wife, who are by their next friend Geo R. Purdie  
who also acts in his character of trustee in the deed hereafter mentioned, that some time ago, to wit, the  
28<sup>th</sup> December 1842, by a deed of that date, herewith filed as a part of this bill, the said George S Purdie  
for reasons therein set forth, conveyed all of his estate, real and personal to one Joseph B Whitehead  
trustee for the payment of his debts then existing and the support, maintenance of him  
self and wife, and his children your orator. That the said Whitehead trustee has taken possession  
of said estate, and proceeded to manage the same according to the requirements of said  
trust. your orator further state, that among the property conveyed in said Trust deed, is  
a "Bridge", over one of the branches of Pagan Creek, leading to, and forming a part of  
the high way to Smithfield, called 'Purdies Bridge'. That the same was established or built  
by one Thomas Purdie (the father of George S Purdie the father of your orator) as a "toll bridge"  
by virtue of an act of the General Assembly of Virginia in the year  
to which reference is made, and it is prayed that the same may be considered a part of this bill.  
That the said Bridge was destroyed by the late and testament of Thomas Purdie  
son the said George S Purdie as well appear by the copy of the same herewith filed as a part  
of this bill. Marked "A". your orator state further that the property, the said Bridge has been  
valuable and a profitable property until within the last few years. It has greatly decayed, and  
after inspection by the trustee, Whitehead, assisted by an intelligent Mechanic, it was pronounced  
to be unsafe, of which notice was given to, warning the Public of the danger of passing  
over the same. This precaution was deemed necessary, because of the responsibility which  
the said trustee, and Trust Property, might be under to those who should sustain loss or  
injury, by the giving way or falling in of said bridge, and the trust property is inadequate  
to justify the rebuilding thereof, and it is not worth repairing. The said Bridge is of  
great Public utility and convenience. Large numbers of the citizens of Smithfield  
and of the lower part of the County are greatly interested in its being rebuilt as soon  
as possible. Besides the convenience of travelling, it is essential to a large number of  
families, as a means of getting or sending their produce to market, or for shipment. It is  
said that families to the number of one hundred, are directly interested in having the Bridge  
rebuilt. They have become clamorous in regard to it, and hence, as well as for other reasons, similar  
the said George S Purdie & others, in a Memorial to the Legislature, during the session of 1850-51-  
praying for a sale of the same. The trustee in said deed did not like to assume the  
responsibility of selling even if he possessed the power. There is a suit now pending

"Bill filed"  
of  
"Deed" 1842

"Act of Assy"  
18  
establishing

"Bill" A

75

Calc. 5.63  
atto. Stey 75  
Hoff. 1.50  

---

22.88  
cont.

|    |                 |      |
|----|-----------------|------|
|    | sp.             | 25   |
| 20 | 3 ca.           | 36   |
|    | noty            | 18   |
|    | atls            | 10   |
|    | utw             | 35   |
|    | Bice            | 15   |
|    | blude           | 50   |
|    | an.             | 45   |
|    | recl            | 50   |
|    | lock.           | 18   |
|    | deed            | 36   |
|    | est             | 24   |
|    | brud            | 50   |
|    | feld            | 15   |
|    | per.            | 25   |
|    | cost.           | 40   |
|    | bird            | 36   |
|    | 27              | 3    |
|    | rept.           | 15   |
|    | per.            | 20   |
|    | <del>del.</del> | 5.63 |

Geo. I. Purdie & wife

ac. 36 1/2

Purdie pt. far.

Acct. of Geo. I. Purdie & wife  
Jelico 2<sup>d</sup> May 1832

The Answer of George S. Purdie to a Bill filed Whim & alr. D, Geo S Pur  
die who lives for the benefit of Thomas, Mary, Sally, John & Charles Purdie  
Infants of the Respondent Geo S Purdie -

This Respondent having and reserving so, for answer to so much  
of said Bill as he is advised, it is material for him to answer  
say, that the facts stated therein are true. He is now, as he has  
been for sometimes very desirous that the said Bridge be  
sold as speedily as possible. He is unable to rebuild, or repair  
it. It has been abandoned, and before long the privilege of  
Redemption, which is now of value to him and children, will  
be lost or forfeited. He is at expense in hosting the said Bridge,  
and receives no pay, for there as well as other reasons, he hopes that  
the Court will decree a sale as speedily as possible. & having some  
more here - so

Geo S Purdie

John of Wright County to wit:

George S. Purdie personally appeared before me a Justice  
of the Peace for the County of Greene and made oath that the facts as  
set forth in his Answer, are true to the best of his knowledge & belief  
Given under my hand this 24th June 1852

M. Womble J.P.  
3

Whithead Muller

Answer: 7

Purdies }  
 11 } The answer of Joseph B. Whithead trustee & to a bill, filed to  
 Purdee: } him & other By Geo. W. Purdee being for Geo. Thoms, only, & has been

This respondent saving & excepting &c. for answer to so much of said bill as he is advised it is material for him to answer, says that all the facts stated in said bill are true & that the reasons given for the sale are correct, and that the interest of the plaintiffs, and their parents manifestly require a sale at a day as early as possible. Having answered pray leave -

Joseph B. Whithead

Gile of light Co. &c.  
 of the Circuit Court & of Joseph B. Whithead personally appeared before me a Justice, Commissioner in Charge, of the County of Appraisals and made oath that is answer above is true to the best of his belief. Given under my hand this the 24<sup>th</sup> April 1852 May 1<sup>st</sup> / 1852

Geo. H. Atkinson Com. J.

Gray Parula

Purdies      The Answer of Mary Purdie to a Bill filed against  
As      her and others, By Geo. N. Purdie who sues for Geo. Thomas, Sally, Mary & Charles, Purdie.  
Purdies      are Infants of George J. Purdie & the Respondent Mary Purdie

This Respondent, Mary Purdie, states and says, that the children above named are hers, that she is the wife of the said George J. Purdie, and that a deed of Trust as set forth in said Bill was executed in 1842, by which deed she is informed that she is entitled to certain interests & rights in the said "Bridge" & all the other property thereon mentioned, besides her rights of dower in the same. That if what is said in reference to condition of the Bridge and the inability of Purdie's Estate to rebuild it, and the probable loss of it, if it is allowed to go down be true she has no doubt, but that the interests of all parties will require a sale as soon as possible. This Respondent says that as the wife of George J. Purdie she is entitled to dower in the said Bridge, and if it is sold insists that she should have the same right in the proceeds of sale as she has in the Bridge; and she therefore consents to the sale of the said Bridge only on the condition that her dower rights in the proceeds of sale be secured to her. She is willing that the value of the dower interest in fee, be paid over to her as her own property, to do with as she pleases & not to be controlled by an one, on these conditions and with this understanding she consents to the sale of the Bridge. She places herself and children & their interests in this matter under the protection of this Hon<sup>ble</sup> Court, and begs that the judge will secure the same to their benefit and advantage, and that he will require good security to be given by whosoever shall have to receive the proceeds of sale.

Mary Purdie

John T. Purdie Val:  
by Geo. R. Purdie their  
next friend

vs.  Sum<sup>d</sup>. in  
Chy.

Geo. R. Whitehead Trustee  
for Geo. T. Purdie Val.

To May 1852

Whitfield Jy.

April 30th. 1852. <sup>Exhibited &</sup>  
deposited in office to see that  
defendants. Geo. R. Gray Jr

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU to summon *Joseph B. Whitehead Trustee for George I. Purdie, George I. Purdie, and Mary Purdie his wife.*

to appear at the Rules at the Clerk's Office of the *Circuit* Court of *Ile of Wight* County, on the first Monday in *May* next, to answer *a Bill in Chancery filed against them by John Thomas, Sally, Mary and Charles Purdie infants of and children of George I. Purdie and Mary his wife, who sue by their next friend John R. Purdie, and John R. Purdie*

And have then there this writ. Witness, *N. P. Young* Clerk of our said Court, at the Courthouse, the *28<sup>th</sup>* day of *April* 1852, and in the *70<sup>th</sup>* year of the Commonwealth.

*N. P. Young*

Index to

n.  $\frac{3}{3}$  cont. rept.

Whithead

May 1882 filed.

An Account showing the interest of Mary Purdie  
in the proceeds of sale of the Bridge in the proceedings  
mentioned

|                                                                             |          |
|-----------------------------------------------------------------------------|----------|
| Proceeds of sale of Bridge (Net)                                            | \$ 59.14 |
| Interest on that amount one year                                            | 33.89    |
| One fifth of this sum to each member of the<br>family                       | 7.17     |
| Mary Purdie interest in fee simple her<br>expectancy of life being 28 years | 96.12    |

Commissioner Office Southfield  
May 3<sup>rd</sup>

In the Circuit Court of the County of Wright  
Docketed to a decree of the Circuit Court of the  
County of Wright, rendered on the 19<sup>th</sup> day of October 1853 in  
a suit in Chancery depending in said court between John  
Thomas Purdie, Julia Purdie, and Charles Purdie, infants  
and children of George J. Purdie and Mary his wife, who  
sue by their next friend John W. Purdie, and the said  
John W. Purdie complainants, and Joseph B. Whitbread  
trustee for George J. Purdie, and George Purdie and  
Mary his wife defendants. The undersigned one of the com-  
missioners of this court do hereby certify for settlement  
by said decree, an account showing the interest the  
defendant to which Mary Purdie wife of George J. Purdie  
may be entitled in the proceeds of the sale of the bridge  
in the proceedings mentioned under the deed of trust  
referred to in said proceedings, reports to the court  
that he opened volumes to the said parties of the time  
and place for stating said account. That he has  
studied said account and finds that under said  
deed of trust the said Mary Purdie is entitled to an  
equal share of the profits of the property conveyed  
by said deed with George J. Purdie and the said sum of  
the said George J. Purdie and the said Mary Purdie  
that the proceeds of sale of said bridge being \$59.14  
the interest thereon for one year is \$35.89. The said  
Mary Purdie interest (being one fifth of this sum,) is \$7.17  
annually. Also said Mary Purdie age is 36 years & her ex-  
pectancy of life is 28 years. With Commissioner further  
finds that the said sum of \$7.17 annually is equivalent  
to the sum of \$96.12 in fee simple  
Given under my hand as Commissioner of said  
court the day and year first aforesaid

Geo. B. Whitbread

Time employed in stating this account 3 hours \$2.25

Geo. B. Whitbread

John W. 40  
Bell

Mr. Secy. J. Whithead (Commissioner),  
100

1832

Mr. Secy. O. Whitehead (Commissioner),  
 '832 To Southern Argus  
 May 24<sup>th</sup> To Adv. Auction Sale of the Toll Bridge  
 across E. Branch, Sagaw Creek Semi Weekly 1/2 sq. ft. 4:12  
 Red payment R

Nov 24<sup>th</sup> To Ad. Auction Sale of the Toll Bridge

Across E. Branch, Pagan Creek Semi Weekly  $\frac{1}{2}$  ggs, 4:12

Redd Haymer & Co

S. S. Sawyer  
M.D. & Kill

Having been directed by decree  
of the Circuit Court of I despatched  
at Oct. term 1832 to collect  
the bond filed in this report  
I dispense of the proceeds - I have  
this day recd. from the clerk  
of said Court the said bond  
Have under my hand  
this 4th. of April 1833.

Wm. Whitehead  
Clerk.

In obedience to the annexed decree the undersigned commissioner  
 was named therein after having ascertained the time and  
 place of the sale according to the requisitions of the decree  
 did on the 15<sup>th</sup> day of June 1852 at the tavern of Edwin  
 Morrison in the Town of Smithfield sell at  
 public auction the Bridge and its appurtenances  
 named in said decree at which sale Willis Wilson  
 became the purchaser for the sum of six hundred  
 & fifty dollars being the highest bid made, from  
 which deduct the sum of fifty one dollars  
 eighty six cents cost of said and sale leaves the  
 sum of \$598.14 for which he took a bond with  
 good security and executed a deed to the said  
 Willis Wilson for the said Bridge and all its  
 appurtenances and he has the same in court  
 according to the order of Court

Signed

Jos. Whithead  
 Commissioner

|                  |               |
|------------------|---------------|
| Clerk's fee      | \$5.63        |
| Stamps           | 1.50          |
| Southern Express | 4.12          |
| Carriage         | 22.00         |
| Attorney         | 18.61         |
|                  | <hr/> \$51 86 |

A Copy

Teste

C. P. Young & Co.

Pudico pr. pud. et al.

3 Co. Dec 22

Quelch's Trustees & Co.

Also in Statin dots & rays on Aug 18.61, and up to in this part  
on 4 July 18. Malabar number. Oct 18. 1862. Malabar.

A Circuit court continued and held for the  
county of Isle of Wight on the 18th. day of May 1852  
John S. Sally, Mary and Charles Purdie infants of  
George J. Purdie & Mary his wife who sue by their next  
friend John R. Purdie, and John R. Purdie, Coplts.

Against } In Chancery  
Joseph B. Whitehead Trustee of George L. Purdie and  
Mary Purdie his wife Defendants

On motion and by consent of parties, this cause was  
docketed, and came on by like consent to be heard  
on the bill & answers and exhibits, and was argued by  
counsel; On consideration whereof, by virtue  
and in pursuance of the authority conferred by an  
act of the General Assembly of Virginia, entitled  
an "act authorizing the sale of Purdie's bridge"  
in Isle of Wight County (being the same bridge in  
the said bill mentioned) passed on the 12th. day  
of April 1852, doth order and decree that  
Joseph B. Whitehead who is hereby appointed a  
commissioner for such <sup>purpose</sup>, having previously executed  
his bond before the clerk of this court in the clerk's  
office with good security, payable to the Common-  
wealth in the penalty of \$2000. conditioned as  
the law directs, and having also previously adver-  
tised the time and place of sale for the space  
of Twenty days, by public advertisements at the Court  
House and other public places in this county, and  
by publication in one or more newspapers in the  
City of Norfolk, not less than once a week during  
the said 20 days, shall offer at public auction  
to the highest bidder the bridge across one of  
the branches of Pagan creek in said county,  
sometimes called and known as "Purdie's Bridge"  
together with all the rights and privileges appur-  
taining to the same, by virtue of the act of the

595.14 Jan 10 1853  

$$\begin{array}{r} 6 \overline{) 35.888} \\ 12 \\ \hline 23 \\ 18 \\ \hline 58 \\ 54 \\ \hline 48 \\ 48 \\ \hline 0 \end{array}$$

Purdie Falls  
 vs { Longfellow's notice  
 Whitehead and also

May 16. 1853 filed.

He has by advertisement given notice of the notice given  
 Henry Purdie  
 Dr. Atchafalua vs  
 Dr. Atchafalua vs

At a Circuit Court continued and held for the County of Isle of Wight  
on the 10<sup>th</sup> day of October 1852,

John Thomas Purdie Sally Purdie and Charles Purdie infants and children  
of George J Purdie and Mary his wife, who are by their next  
friend John R Purdie, and the said John R Purdie Plaintiffs  
against

Joseph B Whithead trustee for George J Purdie, and George J Purdie  
and Mary his wife Defendants

This cause came on this day to be again heard on the papers for  
it by read, and report of Joseph B Whithead to which no exception  
has been filed, and was argued by counsel, on consideration whereof  
the court doth adjudge order and decree that the said report and  
the sale of the said bridge be and <sup>the same</sup> is hereby confirmed and ratified  
and the court doth further adjudge order and decree that  
Joseph B Whithead collect the bond filed by him with the said report  
of sale when the same shall become due, and deposit the money  
so collected in the Norfolk Savings Institution, to the credit of this  
cause and make report &c.

And the court doth further adjudge order and decree that one of  
the Commissioners of this court, take an account of the sharing  
the interest to which Mary Purdie wife of George J Purdie may  
be entitled in the proceeds of sale of the bridge in the proceedings  
mentioned, under the deed of Trust referred to in said proceedings  
and make report thereof to <sup>the</sup> court

Commissioners Office for Town February 6<sup>th</sup> 1853

To John R Purdie in his own right and as next friend of John T.  
Purdie, Sally Purdie, and Charles Purdie, infants and children of  
George J Purdie and Mary Purdie, Joseph B Whithead, George J  
Purdie and Mary Purdie his wife,

You are hereby notified that I have fixed on the 8<sup>th</sup> day of March 1853  
to state the account required to be reported by the above decree, at  
my office at which time and place you are required to attend, Given  
under my hand as Commissioner of said Circuit Court the day and  
year above mentioned

Geo H Dickinson

Secured by John C. Neal  
Oct 17, 1853

Teste

Naevy Domestic C

22 copy decend

Dr. B. Wheeler & Trevelick

In the Circuit Court of Suffolk County  
May 18. 1853.

John S. Purdie and others, infants &c friends and others  
Against.  $\frac{1}{2}$  In chancery  
Joseph B. Whitehead trustee for George S. Purdie and others

This cause came on again to be heard on the papers formerly  
read, and the report of Commissioner George R. Atkinson  
to which no exceptions have been filed. And was argued by  
Counsel; On consideration whereof the Court doth confirm  
said report, And orders and directs that, Joseph B. Whitehead  
pay out of the proceeds decreed to be collected by the order of  
the 19th of October 1852 the sum of ninety six dollars and  
twelve cents. The fee simple value of his interest in the  
of trust mentioned in the said report.

A copy.

Teste

N. F. Langley.

Office Suffolk Savings Institution  
August 26 1853

Joseph B. Whitehead has this day deposited (through Asst. Sec. E. Adams)  
to the Court of Asst. Purdie & others vs Whitehead Trustee the sum  
of Five hundred & sixteen <sup>68</sup>/<sub>100</sub> Dollars under a decree of the Circuit Court  
of Suffolk County pronounced 10 October 1852 - which said  
sum is held subject to the further order of said Court

\$516 <sup>68</sup>/<sub>100</sub>

Rich. Walcott  
Secy

Pursie & the Jr. Jr. Jr.  
or  
Pursie & the Jr. Jr. Jr.  
The part in the  
Bridge Case

In obedience to the order of the Circuit Court  
of Isle of Wight made in the Case of Purdie vs. Whitehead  
& also Thomas & Adams <sup>same</sup> I drew from the Savings Bank of Norfolk  
the sum of five hundred and twenty two dollars  
thirteen cents on Nov<sup>r</sup> the 20<sup>th</sup> 1853 and on the  
5<sup>th</sup> of December 1853 I paid Thomas Holl. Sheriff  
of Isle of Wight County one hundred ninety three  
dollars twenty cents for an execution in favour  
of Samuel M. Wilson adm<sup>r</sup> de bonis of Mrs. J.  
Pinner against George J. Purdie and the balance  
being \$328.93 I placed to the credit of the writ  
of G. J. Purdie vs. vs. Lrs. B. Whitehead & others  
and Thomas & Adams vs the same the receipts for the  
same are on the Copy of the decree made in that  
Case at the Oct. Term of this Court 1854 a Copy  
of which will be filed with this if required  
All of which is respectfully Submitted

Signed

J. B. Whitehead Trustee  
of G. J. Purdie  
Oct 15 1855

<sup>Leaves</sup>  
Pine in N. fa.  
Whitened to G.

fell off the Black  
and color the

R. H. Barber

May 10. 52

Ino R Purdie & others infants of or

vs.

Secret

Purdie & wife & als

On motion, and by consent of parties, this cause was docketed, and came on by like consent to heard on the Bill & answer & exhibits, was argued by counsel on consideration whereof, by virtue & in pursuance of the Authority conferred by an Act of the General Assembly of Va. entitled an Act authorizing the sale of "Purdie's Bridge" in Isle of Wight County, (being the same Bridge in the said Bill mentioned), passed on the 12<sup>th</sup> day of April 1852, with order, and decree, That Joseph B. Whitehead who is hereby appointed a Commissioner for such, having previously executed his bond before the clerk of this Court, in the clerk's office with good security, payable to the Commonwealth - in the penalty of \$2000. conditioned as the Law directs - and having also previously advertised the time and place of sale for the space of twenty days, by public advertisements, at the Court house of & other public places in this County, and by publication in one or more news papers in the City of Norfolk, not less than once a week, during the said 20 days - shall offer at Public Auction, to the highest bidder, the Bridge across one of the branches of Pagan Creek in said County, sometimes called & known as "Purdie's Bridge" together with all the rights and privileges appertaining to the same by virtue of the act of <sup>the General</sup> Assembly of Virginia authorizing Thomas Purdie to build and use the same as a toll bridge, on a credit of nine ~~Six~~ months save so much as may be needed to defray expenses of this suit which is due which may be in cash - execute a deed to the purchaser, and take from him bond with good & approved security for the full proceeds of sale, and return the said Bond to this Court subject to its order: And this Court, will thereafter by its decree proceed to dispose of the said proceeds of sale in accordance with the principles of Law & Equity & the rights of the parties. &c.

Deane  
Dated 10. 11. 1852

To be entered  
R. H. Baker  
Oct. 10. 52

Geo. J. Purdie & Co.

v.

Leave in at

Geo. B. Whitehead Trustee for Geo. J. Purdie & Co.

This cause came on this day again to be heard on the papers formerly read, and Report of Commissioner Geo. B. Whitehead to which no exception has been filed, and was argued by counsel, on Consideration whereof the Court doth order, adjudge and decree that the said Report and the sale of said Bridge, be, and the same is hereby ratified and confirmed.

And the Court doth further adjudge or decree that Geo. B. Whitehead collect the bond paid by him with the said report of value, when the same shall become due, and deposit the money so collected in the Hampshire Savings Institution to the credit of the <sup>London report of</sup> cause - And the Court doth further adjudge or decree that one of the counsel of this Court take an account showing the interest to which Mary Purdie wife Geo. J. Purdie may be entitled on the proceeds of the sale of the Bridge on the proceedings mentioned under the name of Trust referred to in the said proceedings, and make report thereof to the Court.

Purdie Ledge

v

Purdie Ledge

Deer to be

estimated -

R. H. Baker

May co. 53

Purdie & Co. per pro.  
H.  
Whitehead Trustees.

This cause came on again to be heard  
on the papers formerly read, and <sup>the</sup> report of Commissioner G. N. Atkinson to  
which no exception has been filed, and was argued by Counsel. On consider-  
ation whereof, the court doth confirm said Report, and orders and directs  
that Joseph B. Whitehead, pay out off the proceeds decreed to be collected by  
the order of the 19<sup>th</sup> October 1852, the sum ninety six dollars, & twelve cents, the  
full simple value of his interest in the land of Trust mentioned in the said Report.

Mr. J. Purdie & al.

or ..

J. B. Whitehead & al.

To be entered

R. M. Parker

Oct. 24. 53

C. P.

Geo. J. Purdie vs.

J. B. Whitehead vs.

This cause came on this day to be again heard on the papers formerly read, and the report made by J. B. Whitehead, <sup>trustee</sup> under the decretal order of 18<sup>th</sup> May 1853, to which no exceptions have been filed: it was argued by counsel: on consideration whereof the Court doth adjudge, order & decree that J. B. Whitehead trustee for Geo. J. Purdie, receive of the Norfolk Savings Institution the sum of \$576.68 deposited therein under the said decree of 18<sup>th</sup> May 1853, together with all interest due on the same, and retain the same in his hands as trustee aforesaid, ~~subject to such further~~ to be disposed of by him according to Law — But this decree is to be suspended until the said Joseph B. Whitehead enters into bond with sufficient security on the penalty of \$1000 payable to the Comptroller of the Court for the benefit of the persons interested therein, in the clerk's office and before the clerk of the circuit Court of City of Norfolk County conditioned according to Law

London per fro

V.

J. B. Whithead & Co

bank account

Oct. 1855

J. B. Whithead

D. H. Baker

Oct. 20. 1855

1855

21

Purdie & other infants per fr?  
v.

J. B. Whitely to Justice & al

Secrecy

This cause, came on again to  
be heard, on the paper previously read, and the Report of Commissioners  
J. B. Whitely, made in pursuance of Decret, pronounced in the  
Court of <sup>October</sup> ~~May~~ Term 1853, and in the case of Thomas & Adams v. Same  
& Purdie wife v. Same, to which no exception has been filed & was  
argued by Counsel: on Consideration whereof the Court with Confin-  
g's Report - and doth order & decree that the proceedings had herein be  
& the same are hereby established and made final. &

Purdie

no. 3-64.

Purdie trust tax.

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Copy of an act for the  
Sale of Purdie's bridge.

An Act  
authorizing the sale of Purdie's Bridge in Isle of Wight,  
Passed Apr. 12<sup>th</sup> 1852

1. Be it enacted by the general assembly, that the Circuit Court of Isle of Wight be and is hereby authorized, by decree rendered, at some regular term of said court, in a suit in which all parties in interest are properly before the said court, to effect a sale of the bridge across one of the branches of Pagan creek in said county, sometimes called "Purdie's bridge", together with all the rights and privileges appertaining to the same, by virtue of the act of the General Assembly of Virginia, authorizing Thomas Purdie to build and use the same as a toll-bridge; the said court, by its decree, shall direct and provide for the sale aforesaid, and the disposition of the proceeds thereof in accordance with the provisions and principles of law and equity. —

2. This act shall be in force from its passage. —

State of Virginia }  
City of Richmond } to wit: I George W. Munford Clerk  
of the House of Delegates & Keeper of the Rolls of Virginia do  
hereby certify that the foregoing is a true copy of an act  
passed by the General Assembly of Virginia on the twelfth  
day of April 1852. Given under my hand this fourteenth  
of Apr. 1852  
George W. Munford, C. H. & D.  
& Keeper of the Rolls of Va.

Indie. fr. found

n. 3/4 Bond of Comm.

Whiteline & Trustee. &c.

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Entered in the Clerk's  
Office Jan 7th. 1832.  
Filed.

---

Know all men by these presents, that we Joseph B. Whithead  
S. A. Whithead and Robert S. Whithead  
are held and firmly bound unto the Commonwealth of Virginia  
in the sum of Two thousand dollars, to the payment whereof  
well and truly to be made to the said Commonwealth of Virginia  
we bind ourselves and each of us, our and each of our heirs  
executors and administrators, jointly and severally, firmly by  
these presents: Sealed with our seals and dated this  
day of June 1852. The condition of the above obligation  
is such that if the said Joseph B. Whithead who has  
been appointed by decree of the Circuit Court of Isle of  
Wight County, pronounced on the 19th day of May 1852, in  
the said then pending, wherein John T. Sally, Mary Schachly  
Purdee infants of George S. Purdee wife for next friend, are  
plaintiffs, and Joseph B. Whithead trustee for George S.  
Purdee and wife others are defendants, a Commissioner to  
make sale of the bridge in the said suit mentioned,  
known as "Purdee's Bridge" together with the rights and  
privileges appertaining to the same, shall faithfully discharge  
the duties conferred on him as Commissioner aforesaid,  
then this obligation is to be void, or else to remain in  
full force.

Signed & acknowledged

before me in my office

N. P. Young

Joseph B. Whithead Seal

Robert S. Whithead Seal

S. A. Whithead Seal

Paid in tal, p. 1. of 2.

25. 1/2 Crm. 1/2 Bnd

Whitlock & Co.

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Received 7th Nov.  
1853 & Security for the  
5.

KNOW ALL MEN BY THESE PRESENTS, That we

*Joseph B. Whitehead and Algernon S. Whitehead*

*Joseph B.*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the sum of *One*  
*Thousand Dollars,*

to the payment whereof, well and truly to be made to the said COMMONWEALTH OF VIRGINIA, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *Seventh*

day of *November* one thousand eight hundred and *fifty three*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said

*Joseph B. Whitehead who by decree in the Circuit Court of Lee & G'th County, in the suit of Purdie vs. said m. Purdie wife, and Whitehead trustee, has been appointed Commissioner to receive from the Norfolk Savings Institution the sum of \$516.68 with int. deposited there under the decree of the 18th of May 1853*

*according to said decree the law* shall faithfully discharge the duties of his said office, then this obligation is to be void, or else to remain in full force.

Signed, sealed, acknowledged and  
delivered in the presence of }

*A. P. Young*

*J. B. Whitehead*

*A. S. Whitehead*

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X SEAL. X  
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X SEAL. X  
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X SEAL. X  
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