

1881-001

Chancery Causes
Isle of Wight County

R. W. B. Happer & ut & al vs Mills E. Marshall's
trustee, Mills E. Marshall's admr & al

Folder 183

Other surnames: Cleary
Young, Womble, Morris,
Hall, Joyner, Latimore, Hayden,
Morris, Clements, Gwaltney,
Betts

(2) Confederate bonds
in Folder 3

To R W B Happer Mary Thomas his wife, Charles N
Marshall, Joseph M Marshall W P Cleary & Alice P his wife -

Take notice that we shall on the 21st day of March - 1877, next, at

the Office of R S Thomas Att of Law - in Smithfield

between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of N. N. Womble, Thos J Clement -

and others, to be read as evidence in our behalf, in a certain Suit

Chancery, depending in the Circuit Court of the City of New York

Service Accepted
Jno J. Burroughs
Jno W. Stupper also
for receipts.

The deposition of H. H. Womble A P
young taken before me R. E. Boghian ^{deputy marshal}
in the Circuit Court of County of ^{deputy marshal} on 21st
to be read as evidence on behalf of
S. Young & administrators M. E.
Marshall, and S. Young trustee
under deed of trust from M. E. Marshall;
and William A. Womble, defendant in
the Chancery suit of E. H. B. Lippert
wife et al, against said S. Young
William A. Womble et al, taken pur-
suant to the annexed notices at the
time and place mentioned therein.
In the presence of J. J. Burroughs
counsel for Plaintiff, and L. O.
Hayden and R. E. Thomas counsel
for defendant.

The Plaintiff by their counsel object
to the taking of any deposition in this
cause, until the defendant shall have
waived this ground.

The said witness S. Young
being duly sworn depose and
say to the following question.
The Plaintiff by their counsel object
to the examination of the said S. P.
Young, as a witness in this cause, he
being a party in interest, and incom-
petent to testify under the Stat.

which objections were overruled by the Commissioner, and thereupon the said witnesses were examined as follows.

1st Question to A. P. Young.

Explain why the sale of the real estate of Mills & Marshall under his Trust deed in the Plaintiff's Bill mentioned was made so soon after his death.

Answer.

Mr Marshall took the House at the Court House, which was the trust property. We the administrators Mr Hall and myself were advised by Council that if we continued the House it would be at our risk, and the property being under a deed of Trust, to secure a debt due the estate of John & Catherine. It became necessary to enable the Executors of Catherine to sell the estate as directed by his will, to foreclose the deed, so that the debt due this estate could be divided as directed by his will, the proceeds of his estate. And for the further reason, that it was at the commencement of the war, it was deemed expedient that sale should be made to make the

purchase to continue the business of the Hotel, there being no other Hotel at the House House.

2^d Ques. State whether or not it was necessary for the settlement of Latimore's Estate, that the deed of trust should be foreclosed.

Answer. It was. Mr. Doynes was one of the Executors of Latimore, and we were aware of the fact that the proceeds of the trust fund were to be divided among Mr. Latimore's wife and children, and hence it became necessary to foreclose the deed of trust. Mrs. Latimore having purchased a farm, she was anxious to obtain her portion to pay for the farm which she had purchased; Mr. Doynes as guardian of Latimore's children was urgent for a settlement.

3^d Ques. State when and how the payment for said trust property was made.

Answer. The property, I think, was advertised to be sold for cash, on the day of sale believing it would be injudicious to sell for cash, on more said day. I consulted with Mr. Doynes, Mr. Hall being my co-administrator on Marshall's estate, in company with Mr. Hall, and Mr. Doynes as Guardian of Latimore

then all in corporate form, it was necessary to get offer for each of the other ads. and it was that there would be an early answer on day of sale.

Chicago, consented to take the purchase
 bonds with security, less a cash
 payment of \$500⁰⁰ for the amount due to
 Baltimore, and I as trustee con-
 sidered to take the bonds of the purchase
 for the balance. And accordingly Mr
 Wm A Noble, the purchaser of the property,
 on the 28th of January 1861, paid the
 expenses of the sale, and \$500⁰⁰ cash in
 money, which was paid over to the
 state of Baltimore. Wm A Noble
 executed this bond as instructed for
 \$2138⁰⁰, and for the balance of the
 purchase money. He executed this
 bond to the guardian of Baltimore
 children. (I think it was to the guardian)
 for the balance of the debt secured by
 the time used, which bonds were payable ^{at the time}
 The bond executed to me for \$2138⁰⁰ was
 subsequently paid as follows.
 on the 8th December 1861, \$1100⁰⁰ on the
 10th day of April 1862 \$600⁰⁰, on the
 2^d March 1863, \$308⁰⁰, and on the 7th
 day of September 1863, \$311⁰⁰ the balance.
 See statement of settlement of the trans-
 actions ^{made at the time} together with the bonds of Wm A
 Noble with the receipts thereon herewith
 filed, marked A & B.

4th Ques.

How to what extent the decree of December 1861, ^{made} directing the payment of Creditors of Miss Marshall out of the funds in the hands of the administrator and in the hands of James Marshall.

Answer

after the decree directing the payment a statement was made showing the amounts due the several Creditors out of the fund, and proceeded to pay the Creditors as fast as I could. The number then in existence, and I found it difficult to see the Creditors, some of them being in foreign and others in distant counties. So I authorized these payments by check, ~~made up by the~~ the said statement ~~with~~ ^{presented} to me with Messrs Thomas & Davis Dec. with whom I had funds deposited, ~~for the purpose~~ so that they, Thomas & Davis, might pay the said Creditors, when they could see them, the amounts due them, with a request from me to do so. This statement remained with Thomas & Davis who paid off some of the Creditors, for some time, not very long. The statement was afterwards taken from Thomas & Davis by me, and I provided that ^{the statement was} the Creditors could see it, and returned by me until May 1862

to get the money out of the bank as they see fit, and for Creditors to get property by reference to the same, together with funds for those of them who are in the bank, and who made over

at the May term of the County Court in 1862, the Court made an order, directing the records of the County to be removed from the County, on the 14th day of May 1862, being 2 days after the installation of Smithfield by Col. Rogers, the records were removed from the office in a case of J. G. G. and afterwards to the counties of Greenville and Brunswick, and being Clerk of the Court removed to the county of Greenville. I was rarely during the war, that I might be accessible to the records, and for the further reason that I had been advised by Gen. Miles not to remain in the County. But I should have followed the record whether advised or not. Before leaving, which was on the 18th day of May 1862, I left with Mr. McPherson my deputy who resided at the Court house. We agreed and stated our agreement and the condition of the mortgage, together with the checks made out for each of the creditors as had not been paid, on the same day of the removal, with the request that he should be ready in my absence to pay the creditors the checks and take their receipts, which he promised to do.

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and did to a certain extent. Which
aforesaid statement with the receipt of the
parties ^{herewith marked} is ^{is, actually to be} filed ~~with~~ Commis-
sioner Haydens report in the suit of
Marshall and et al v Marshall et al
under a decree in said suit of the 18th
day of May 1867 a certified copy of which
report of Commissioner Haydens marked B is
filed as an exhibit with the Consolidated
Bill. and by further payments as
shown by additional receipts, which
are likewise filed with Commissioner
Haydens report.

5th Ques Were any other payments made the creditors
of Marshall, besides those whose receipts
are on said Statement C. of you, produce and
explain them.

Ans I did pay other creditors, to wit Rogers
& Langley, Mrs Johanna Marshall
John P Thomas agent for Thomas & Adams
John R. Purdie, Geo W Price, Thomas
Adams & Co for the balance of their debt,
John & Womble. the receipts of said parties
are produced, and therewith filed marked D,
these receipts were taken from the parties
paid independent of the statement and
receipts ^{on the statement} aforesaid, the amounts having been
paid to them as I could see them, when not
having the statement in my possession, I

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Carried with me a memorandum of the
amount due the creditors so that I can
pay them off when I receive the money.

6th Ques Explain why all the creditors of the
Marshall were not paid, and what
effort, were made to pay them.

Answer They were not paid because in ^{some} instances the parties living were residents and could not be seen by me in consequence of the war, in others parties were soldiers in the Confederate service and in others both checks and money were tendered and refused. I delivered both checks and money to Cooper & Francis & Mr. E. Daniel who was in the country with the view of paying him ^{as much} as possible of his ^{owed} money. I went to see her also. James Wilson. Mr. Eley refused the check.

When I handed over the statement which
to Mr. Wampler after they had been
taken from Thomas & daughters, with
whom they had been left as a maid,
because they were ^{interchangeable} ~~conspicuous~~, and
the General Banker of the county, I kept
the most of my funds with me. I
retained in my possession the checks that
had been drawn in favor of N. H. White,
Elizabeth Wampler, Geo. Hall and Saml.
Lee into the view of emergency. I had
known one or two parties, but after

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many efforts & was unable to do so; when
 on the 8th day of July 1868 I handed the
 checks for the said parties to Mr. W. M. Moulton
 my agent to be placed with the other in
 his possession, with a request that he
 should enclose to Gay the ^{to the} parties, and
 for which I took Mr. W. M. Moulton's
 receipt which is herewith filed marked C.
 7th (Case) It was in what currency was the deposit
 of \$2,225.00 made through W. J. Clement
 and the amount of the same
 for which ~~was~~ ^{was} paid to by Mr. Moulton
 in his deposition; & where was
 said deposit made and where is the
 certificate in evidence of the same.

Ans

My impression is that a greater portion
 of it was in Bank notes, but was not
 the positive. I had in my possession a
 sum of money which came into
 my hands as administrator of the
 will of E. Marshall and on the 14th of Febru-
 ary 1868 I was in Norfolk and intended
 to deposit the same in one of the Banks
 in Norfolk. Considering that the fall of
 Roanoke Island had created great
 uneasiness in Norfolk, and a doubt
 arising as to the safety of deposit there,
 it was also ^{some} ~~intermediate~~ ^{intermediate} that the place
 would have to be evacuated, I concluded
 to make the deposit in a Bank in Richmond.

so that the Gamies, creditors of Marshalls
estate might the more readily be paid,
and for the further reason that some
times the money more readily is obtained.
Upon returning home a few days
after, Ed Clements Sheriff of my county,
being as the Clerk of the court informed me
that he would go to Richmond in a
few days, I then handed to Mr Clements
22000\$, and requested him to deposit
the same in the Farmers Bank of
Richmond to my order as trustee and
administrator of M. E. Marshall,
which he did and returned to me the
certificate of deposit which was paid to me
from the same and returned by him
with his report of receipts, a certificate copy
of which certificate is herewith filed
marked G.

8th Ques. State whether or not in your judgment
the sale of M. E. Marshall's personal property
to Wm A Womble at the price paid by him
was a good and proper sale, and
your reasons for such opinion.

Ans. I think it was an admirable sale as
thought by all present so far as I
heard any expression of opinion,
there were many persons present 150 or

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200 or more. My pleasure for my opinion
is because I think, that our neighbor
that sold for more than Marshall
paid, when Mr Womble bought the prop-
erty it had deteriorated, Mr Latimore
kept it in very good condition, Mr
Marshall had let it go down, real
property had decreased in value, rather
than increased, during Mr Marshall's
ownership, there being a general doubt
and suspicion of the state of affairs

^{the} Ques What generally the facts in connection
with the case of the negroes, belonging to
M & Marshall estate, the reasons for
such sale

Ans

Mrs Marshall resided near Barber's
crossroads, which was about 3 or 4 miles
from the Yankee Richel line. At the
November term of our County Court ^{86th} Mr
Hall informed me, that Mrs Marshall
had written him that the negro women
and her children had made urgent
requests to the Yankees, and desired that we
should take steps to apprehend and secure
her and her children.

I suggested to him the expediency of
sending some person to go to Mrs Marshall
ascertain the facts ^{if necessary to ask her} and
bring her to some secure place, I then

was employed for the purpose, who did
go on a schooner, took the women and
children and carried them to Richmond.
At the January Court following next
having before him also D. C. R. H.

Whitfield my counsel, the was convicted
as was also C. R. H. as an aid to the pro-
secution of disposing of these negroes and
it was thought best, that an order of
court be made, directing this sale, ^{order} after
and thereupon an order was made to
that effect, a certified copy of which ^{order} is filed
with Court Records and report and one
is also herewith filed marked G.

After this order ^{was} made, soon after in the
month of January, I went to Richmond
with the view of selling said negroes, and to
my surprise found that they had been
sold, the party with whom they had been
sold stating that he had sent them from
the institution residing where the negroes
were kept there that they were sold
at once, and the price received for
the net sale of the said negroes, and a
report made report to Court of the fact,
which report was confirmed by the Court, a
certified copy of which report and the
account of sale of the negroes remain on file

^{over} report, is herewith filed marked No and
 So much of the foregoing
 answer as relates to the communications
 made to Mr. Ball by letter from Mrs. March
 is objected to by Plaintiff's counsel.

10th Que. State whether or not of your own knowl-
 edge at the time of said sale, negroes were
 very numerous property frequently taken
 and escaping to the enemy, and also
 state any facts known to you touching
 the danger of escape of the said negroes.

Ans

I do know that negroes were very nu-
 merous property frequently escaping to
 the enemy. I don't know of my own knowl-
 edge of the danger of escape of the said negroes.
 I know that on the 16th day of May
 my own negroes left me, some 11 or 12,
 and I know that many others left their
 owners. I know that the husband
 of woman who was sold, belonged to
 me and had escaped to the enemy
 before her sale. From representations
 made to me I was convinced that an
 effort had been made to get the
 woman Pink and her children off,
 such representations and facts which
 had come to my knowledge and
 that of the said negroes to the Court,
 at January term, and the Court being

satisfied from such representations and facts, made the order for the negroes to be sold.

So much of the foregoing answer as relates to representations made to the judges and Mr. Ware, together with that part of the answer which refers to statements made to the Court at day, January, terms is objected to as incompetent testimony, and for this further reason, that the same was made several months previous to any such representation being made to the Court, is objected to by counsel for the Plaintiff.

11th Ques. State whether or not there is any record showing your transactions as administrator of Wm. Marshall, as trustee under the said trust mentioned in your deposition and as Commissioner of Sale of Dink and Children, the amount of sale, made by you in such fiduciary capacities, the money received in the proceeds of said sales & the disposition and whereabouts of said proceeds; if apparently such record.

Ans. There is such a record, and it may seen by the reports of Com^r Rogers's files in the Chancery Cause lately depending.

in the Circuit Court of D.C. of which County,
 in which N P Young and the said
 administrators of said Marshall were
 Plaintiffs, and Joanna K Marshall
 and Children were defendants. In which
 cause there was a final decree at the
 May term of said Court 1868, and the
 third report of said Commissioners in
 said suit is filed as a exhibit with the
 Plaintiffs Dec in this cause, and certified
 copies of the 1st & 2^d reports of the said
 Court marked K are herewith filed and
 certified copies of the vouchers accompa-
 nying said 3^d report. And there are
 herewith filed, except the Confederate bonds
 showing the investments, which remain
 in the said 3^d report of Com^r Rogers, in
 the original suit. Except that the funds
 reported as having been received for
 the sales of property in Confederate money
 during 1862 and the latter part of 1861,
 were received in the most part in bankable
 money, that is Virginia and North
 Carolina Bank notes.

So much of the foregoing
 answer as seeks to make the original record
 in the suit of Marshall v Marshall is also a
 part of this suit, or as seeks to make the
 accounts of the said N P Young as trustee

administrators and commissioners induce against the plaintiffs in this case is objected to by Plaintiff counsel

19th Ques. State whether or not by your answer to question No 11, you mean to affirm the correctness of the statements and transactions as recited in ^{the report} said commissioners' reports mentioned in your said answer, except as to the exceptions made in your said answer.

Ans. I do.

13th Ques. State why in said report Confederate currency alone is mentioned, whether ^{or} your certificates of deposit the currency deposited ^{is specified} and of notes specified the reason for the same.

Ans. A short time after making the deposit in the Bank at Richmond through Mr. Clements, I having discovered through the certificates of deposit he had returned to me, that no distinction had been made therein as to the kind of currency deposited, I called the attention of the cashiers of the Bank Mr. Smith to the fact, that a large portion of the capital was in Bank notes, and that I thought it ought so to be shown in the certificates. I was informed by him that they made no difference in the currency, and that whether or not the distinction had been

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in the certificate, they would make no distinction in cashing checks as to the currency. But would, be paid in the currency they were paying out. This conversation took place when I made the last deposit of \$320⁰⁰ as shown by certificate heretofore filed.

14th Ques Did you understand from the Bank officers aforesaid, whether or not in making the investment of deposits in Confederate bonds under the law of the Confederate Congress, the Bank would make any distinction between Confederate currency and State Bank notes.

Ans My understanding was that unless deposit was withdrawn they would invest it all in Confederate bonds. And not under

15th Ques That why not proceed of the same of the negroes, with ~~you~~ the other Confederate funds belonging to the States, was invested in Confederate bonds, and whether or not it was practicable to pay said funds to the parties to the suit or to the distributees at law of said Marshall. They were invested in Confederate 8 per cent bonds, it was impracticable to pay said funds to the parties to the suit or to the distributees, as there were outstanding

upts against the state, and had to be paid before distribution, which after strenuous exertions I had found it impossible to pay, up to that time.

16th Ques. That whether or not you considered better for you to withdraw the funds from the Bank and invest in 8 per cent bonds or leave the funds on deposit for the Bank to invest, and your reasons for such opinion.

Ans. I first saw the notice from various Banks, setting forth that unless the various deposits in them, were withdrawn, before a certain day, the 25th of March, by their depositors, the said deposits would be invested in consolidated bonds for them. I immediately went to Richmond and there ascertained that this was a fact: upon returning home I consulted Col. Chamberlaine as to what I had best do. His advice to ^{me} was to apply to Judge Baker for an order authorizing me to make the investment, as it would be much better for me to invest in 8 per cent bonds, rather than let the Banks invest in 4 per cent bonds. I immediately got Col. Jno. Chamberlaine to draw the petition for me to Judge Baker

made the necessary Affidavit there, and forwarded by mail to Judge Baker, who was then in Glouanna county, who declined to order the imprisonment at that time for the reasons mentioned in a letter to me which is herewith filed and marked L, I then saw Judge Joyous in Petersburg, advised with him as to what I had best do, his advice was that unless I made the investment the Bank would as it were, and by investing myself I would get 8 per cent Bonds, the Banks investing in 4 per cent Bonds. He stated at the same time that it was not important that the ~~investment~~ order should be made before investment, it could be ~~done~~ ^{confirmed} afterwards. I then made the investment in the Bonds returned with com Joyous report.

I considered it best to make the investment myself than to allow the Bank to do it for me.

Cross Examined by Plaintiff's counsel.

1st Ques

Was the trust property sold by you as trustee of Marshall, ample security for the debt of Latimore estate.

Ans

It was presumed the house was not burnt that was the difficulty, the value consisted in the house, the ^{Marshall's} farm being in different parts. Was the estate of Latimore indebted at that time

2d Ques

3rd Ques

It was not.

Ans

What portion of the proceeds of the sale of the trust property was paid to the widow Latimore, one fifth of this whole estate. My impression is that the whole of the cash payment of stock was paid to Mrs Latimore by her brother Mr Joyner one of the executors, but not by the executor.

4th Ques

What portion was paid to Mr Joyner as the guardian of the children of Latimore.

Ans

My impression is that after taking out the expenses the cash payment

\$2500⁰⁰ and \$777⁰⁰ was paid to Mr ^{278 Latimore} Joyner, as assignee of, Wm W Joyner of one of the bonds secured by the deed of trust.

5th Ques

And this includes the amount paid the widow of Latimore.

Ans

Yes Sir. Because Mr Joyner was guardian of the children and of the mother and there made arrangements for her.

6th Ques

Do I understand by your answer the cash question, that the amount due the widow, was paid to Mr Joyner in discharge of her indebtedness to him.

Ans

I suppose it was. I am not sure that it was in full discharge.

7th Ques

Did Mr Joyner as guardian of the children receive these amounts in cash, or in bonds?

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Ans

8500⁰⁰ in cash or at least in a few days
and Mr Mombles bonds were taken for the
balance

8th Ques At what time were these bonds payable,
Ans They were payable on demand.

9th Ques Were these bonds ever paid?

Ans I think they have, all of them.

10th Ques Was any suit instituted on them?

Ans A suit was instituted on Mombles bonds
paid to Rogers, because of a default as
to the amount of payments that had been
made on it, and arose between the ~~parties~~
of Mr Rogers and Mr Mombles purchases.
Mr Rogers died I think in Feb or March 69.

11th Ques Please state about the time the suit was
instituted

Ans I am not certain, but think it was in 1862,
there was a judgment & Mombles for the balance
due.

12th Ques You have charged yourself in your a/c
before Comr Heydens with a balance
due by the trustee on the 23^d January 61
of 2672⁹³, how much of this was in cash?

Ans None of it was in cash at that date.
— Hereafter I have been under the mis-
apprehension that the Heotis ^{farm} was the
only real property sold, but now re-
member that Mr Marshall owned a
moiety of the mill which was sold

13 Ques

Was the moiety in the misproperty sold
under the trusts and at the same time
with the Repled Property, and upon the
same terms,

Ans

My impression is that it was

By mutual consent of parties
the further taking of these dispositions is
affirmed ~~by consent of parties to the 6th~~
day of ^{June} 1877.

R. A. Boykin } Comr

\$2400.⁰⁰

On Demand, we bind ourselves and our heirs, executors and administrators to pay to William H. Joyner guardian of John S. Latimer, Edward T. Latimer and James F. Latimer the sum of two thousand four hundred dollars - for value received.

Witness our hands & seals this 25th day of Jan'y. 1864.

Wm. A. Womble *Seal*
John C. Adams *Seal*

Credits on the above Bond

Jan'y 23 ^d 1863	Sub. pd. to date	\$288.00
Oct 1 st 1865	paid	" 1364.00
Nov. 14 th	" "	" 40.00
Decr. 5 th	" "	" 90.00
Feby 5 ^d 1866	" "	66.00
Mar 4 th	" "	40.00
" 24 th	" "	80.00
" 9 th 1867	" "	110.00
Octob 5 1868	" "	75.00
Jan'y. 3 ^d 1870	" "	300.00
Aprill 4 th	" "	80.00
Octob 1871	Bal. pd. on judgment.	1019.88

Copy of bond with statement of credits in this suit of Joyner adm'r. n. Womble & c., lately decided Act. Term County Court Sep. of Wight 1878.

Test,

A. D. Springsted

Exhibit V
Filed by Clerk of Court
with deposition of
Poung. & Co

The deposition of A. P. Young taken on the 6th day of June 1877, at the office of R. S. Thomas, in the presence of the Plaintiffs, Counsel for Defendants, & for the purpose of ascertaining the amount of a former account.

Cross Examination by
Plaintiffs Counsel.

14th Ques When the further taking of your deposition was adjourned to this day, it was for the purpose of giving you time to ascertain the amt in cash rec^d by you for the moiety of the mill property, what amt was so rec^d?

Ans on the 28th of Jan'y 1861, five days after the sale I rec^d \$163⁰⁰, on the 13th Feb'y same year \$236⁸³ was rec^d by me.

15th Ques What did the moiety of the mill property sell for.

Ans \$990⁰⁰

16th Ques Did you take a bond for the balance due, at what time was it made payable, where was it paid and in what kind of currency.

Ans I did take a bond for the balance it was given on the 23rd Jan'y 1861 payable on demand. It was paid

on the 10th Jan'y 1862.

It is impossible for me to say, but at that time both currencies were of equal value in the community.

17 Que Was the ten acre tract sold along with the Court House tract?

Ans It was

18 Que I understand the gross proceeds of sale of the tract properly computed to \$6140⁰⁰. That the House of Noble the Purchaser was indebted to Dozyer genl of Baltimore children for \$200⁰⁰, the House of Noble was indebted to Dozyer as trustee for \$238⁰⁰. Please account for the balance of the purchase money.

Ans I account for the whole sum of \$6140⁰⁰, thus, \$770⁰⁰ was paid to Wm S Latimore assignee of Wm Dozyer who was the rep of Wm Latimore, and for and for and of said W S Latimore, \$2560⁰⁰ was paid to W W Dozyer genl of the remaining balance of the said sum was paid in the form of M A Noble the Purchaser and in cash \$25⁰⁰ paid over, \$181⁰⁰ comes on sale, \$150⁰⁰ for taxes

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at \$1500 clerk for correspondence at
Leaning a Val 5672 B, which ac-
counted for in the report of account
Keagan Gilson sent to Marshall
and Marshall is also heretofore
referred to.

In my former deposition I was
under the impression that said and
was paid Mr. Dwyer as the rep of
his sister Mrs. Latimore. But upon
examination of the trustee's ac. I find
that the payments were made as
stated in this answer.

19 Ques. Your answer does not respond to the
question. You have heretofore
stated that a bond ^{of the purchase money} was given
you of Latimore children for \$2000.
a bond of the purchase money
amounting ^{as stated} to \$1350, and that you
had recd in cash \$500. Please
account for the balance of the trust
fund.

Ans. I can account for it in any other
way than I have.

20th Ques. How much money in cash did
you receive on the day of sale?

Ans. I recd \$500 in cash from Noble
and \$400 from Col. Hall - us of the
day of sale

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This cash was paid out to Wm J Latimore assignee as aforesaid, & Wm M Doerner as aforesaid to Mr. Latimore \$70⁰⁰ & to Doerner the difference between \$200 and \$260 to Mr. Co. 4.

27th Ques What was the amt due on the trust property.

Ans By reference to my ak. a trustee, wh is the only means of ascertaining the fact, I find that there was paid as the trust debt, \$3330⁰⁰

28th Ques Were the three pieces of property sold together or separately, if separately how much each brought?

Ans The three pieces of property, farm & two acre lot were sold together for \$5,500⁰⁰ the moiety of the mill was sold by itself for \$990⁰⁰

29th Ques Would or Would not the Court House property, alone have been enough to discharge the trust debt?

Ans I suppose it would as the two acre lot was an old field worth very little.

30th Please state the terms of sale, as announced by the Crier.

Ans The terms of the sale were that

27 a portion of the purchase money was then paid in cash, and the hands of the purchaser to be taken for the balance. I suppose that announcement was made by the clerk, as such is my habit, never make a sale without the clerk announcing the terms.

28th Ques What portion of the purchase money did the clerk announce was to be paid in cash.

Ans I can't tell exactly this, that it was agreed that 500⁰⁰ in cash should be paid on the whole property, leaving a payable proportion on the mill & I presume that it was so announced.

29th Ques What time was announced by the clerk, would he give on the deferred payments.

Ans The time to the grant was no year all save that the bonds were payable on demand.

27th Ques Do I understand by this, that it was a cash sale.

Ans It was a cash sale as far as the proceeds for which bonds were given were to bear interest from the day of sale, but it was a piece by Mr Dozier that he would give time

on the bond to the executed Order for the Congreg-
24 me. Latimer & Co., and by the
trustee, that he would give such
time as the exigencies of the case
might permit.

28th Ques Was any time announced by the
Crier.

Ans As before stated as it was my duty
to have an announcement of the
terms by the Crier, I have no doubt
that the terms were announced as
above stated is my answer to the
above question.

29th Ques From the terms as announced by
the Crier, could the Spectators and
Ladies know whether demand
would be made for the deferred
payments within one month or
six months or two years or any
definite time.

Ans I can not say definitely whether
an announcement was made by
the Crier, but I remember that
an announcement was made by
myself, that we had made an
arrangement that a portion of the
purchase money would be in cash
& part payable on demand required
for the balance, Mr Dozier goes of

29 Latimore children agreeing to
allow time out the amount due to the
children, and the trustee would
give such time as the exigencies
of the case would admit, but no
definite time was stated.

30 Q Did not the terms of the deed require
a sale for cash.

Ans I don't know that it does, it requires
a sale according to law.

31 Q Unless you sell for cash enough
to pay off the individuals due
Latimore estate, please explain how
Latimore estate was benefited by
changing a security or real estate
for the individuals bonds of bonds.

Ans Latimore estate was benefited by
having a portion of the cash payment
or the amount paid to them,
and could possibly suffer no loss
as the bonds were secured by good
personal security, and I think by
a deed of trust on the property the
purchased, as to the deed of trust
am not positive.

32 Q Who directed you to make sale of
the trust property.

Ans Sale was directed by W W Joyner
one of the execs of Latimore, and given

of Latimore children, and by Tho
Heale and Thos M. Washell
securities of Marshall on his bond.
Mr Thos Heale was also one of the
representatives of Marshall.

33rd Q

Was the personal property sold for
cash.

Ans

It was sold on six months credit
except small amt.

34th Q

Look at the paper marked X
and state if it is a copy of the bond
of Wm A. Womble to Wm W. Joyner
of gov of Latimore children,
and the paper bond upon the
suit was brought by Joyner
across in the circuit court of county
of Dec. of Michs in the judgment
was obtained October term 1871.

Ans

35th Q

It is a copy of the bond. the credits
What security did you take for the
bond payable to you as trustee.

Ans

Jno C Adams was the security
I think a bond of ^{to indemnify Adams} ~~Adams~~ was
given by Womble on the property
purchased, but am not positive.

36th Q

What amt of debts exclusive of the
amt paid to Joyner gov of Latimore
children, & W. Latimore assigned
did you pay to the creditors of

31

Ans

marshalled up to the 30th July 1862, 8/62 & 7 was all that was paid up to that time. They consisted of debts of the finer dignity and not general debts.

37th Q

When you filed your bill as trustee and claimant of M^{rs} E. Marshall at April Term 1861 as the assignee of rights, you represented to the court, that after paying off the balance on the trust and your husband's hand \$2672.23 with your charge yourself with part of the 23^d Jan'y 62 did you in fact have a cent of that money on hand at that time.

Ans

I don't think I had any actual funds belonging to the trust at that time, as it was in bonds.

38th Q

When the decree of Nov 20th 61 was entered directing you out of the trust fund to pay M^{rs} Marshall \$738.50 interest and for you a trustee out of the balance of the trust fund to pay the creditors the amounts shown by Com^r Weyden's report, did you have at that time any money belonging to the trust fund except the sum of \$1100⁰⁰ paid on Womble's bond on the 8th Dec 61.

now recollect, Mr Womble had said
 this there is no date to this receipt,
 but I infer that he had paid it
 from the fact that the interest on his
 bond of \$758²⁸ was only 8/89.

43rd Q " Have you any date, & service time
 at which you paid each of the creditors
 in the statement marked B & paid
 with your deposition.

Ans I can't say that I have.

44th Q How many of the creditors there is
 named, and what assets were paid
 to each up to the 20th Feb 1861.

Ans It is impossible for me to tell, but
 a good many no doubt, as I had
 kept that statement in my hands
 until about that time.

45th Q Up to the time that you left the state-
 ment with Womble 15th May 1861

Can you say what assets you had
 paid to the creditors.

Ans I can not, but a considerable
 majority of the creditors had been
 paid at that time.

46th Q The report of Comr. Heyman shows
 the amt due creditors 3679⁶³ and
 that you paid in checks and cash
 the sum of \$2320⁷² in checks and
 cash, leaving a bal of \$1358⁸⁷ out

Ans
48th

standing, has this been paid.

It has never been paid.

at what time did you commence giving checks on the Farmers Bank & Co.

Ans Immediately after the deposit was made.

49th Q Why was not the sum of \$308.37 paid to the creditors.

Ans Because they could not be seen in a great part and some of them refused the checks when offered them.

50th Q State the names of those who could not be seen who owe them, the names of those who refused the checks and the amounts due them.

Ans	Lees. H. Jordan,	48.37
	J. H. Washell trustee	20.49
	Martha Vellies	3.50
	Thos M Washell	10.05
	~~Amos Thomas~~	~~11.57~~
	Wm B Nelson	1.19
	do	6.20
	Spas Vellies	94.04
	J. B. Norfleut	6.17
	A. W. Holcotte	5.68
	Watson P. Donnan	14.52
	Allison L. Swatney	19.87
	A. S. Warren	2.12

35

Wm M. Howsorthy	3.24
The following refused checks	
J. Ingers Wilson	14.51
Crocker & Jordan	181.52
Eliz Daniel	113.66
Samuel Eley	338.33
Heard Chapman	43.95
do	73.27

31st Ques Of those whom you could not see as mentioned above, how many lived out of the country.

Ans Five of them lived out of the country their claims amounting to \$698.

32^d Q Why were the checks refused by those mentioned above as refusing the checks.

Ans I can't say, because I don't know.

33^d Q At what time were they tendered

Ans It is impossible to say. I tendered Elizabeth Daniel's check late in 1862. It was some time before I could find where Sam Daniel was.

34th Q Did you tender these parties both checks and money & if money what kind of money

Ans I tendered both checks and money, Confederate money, it was the only kind I had.

36

55th Q

Will you file with this deposition the checks (amounting to \$1158⁰⁰) for Mr. Corns Hayden given your credit in his report.

Ans

56th Q

Ans

I have not the checks

where are the checks?

I have never seen the checks since they went out of my possession.

57th Q

Will you not call on the Bank for these checks, to be filed by you as evidence of your payment to the creditors.

Ans

I did and was informed by the Presidents of the Bank that they had been destroyed by fire.

58th Q

What evidence did you furnish Corns Hayden showing the payment of the above account checks.

Ans

Evidence of the signatures and acknowledgements of the parties.

59th Q

Do you refer to statement B as containing this evidence.

Ans

60th Q

I do in the most full

Did you have any funds of your own on deposit in the Farmers Bank of Virginia in 1862.

Ans

None at that time of my own, but I had a small amount there afterwards, some time in 1863.

Q^{2nd}

37

was this account kept separate from your administration and trustee ac.

Ans

It was.

Q^{2nd}

was no part of the investment in Confederate Bonds March 6th from providential funds.

Ans

None in the world.

Q^{3rd}

Now then as you account for \$741⁴⁶ you entered into the investment of \$3804⁸⁵, the sum of \$741⁴⁶ was in proof of the amt due by you as agent and trustee of Marshall & claimed in your name.

Ans

I account for it by the fact that I paid out of my own funds to Mr Marshall's creditors ^{those} who preferred money to checks, or in other words of the cash paid to the creditors of Marshall & paid of my own funds to that extent.

Q^{4th}
Ans

On what kind of money
is such money as I had, Confederate money principally,
I paid some few in Bank money, those who preferred it, so far as I had Bankable money, I so paid Mr Miles & Co.

38

65th Q

From the payments made to you by
Worble on his bond did you make
any deposits in the Farmers Bank
of Va, and if so, when and how much,
Ans I deposited \$320 ^{and some cents} in May 1863.

66th Q

~~Did you have been paid by Worble's~~
~~bond for any other reason~~
What became of the bal of the money
collected on the Worble bond.

67th Q

I suppose it was paid out to the creditors.
Have you not stated that most of the
creditors were paid in the latter part
of 1862 by checks and in each case
if so was any of the money collected on
the Worble bond in March & September
1863 paid to the creditors.

Ans

I reckon part of the money collected
in March 1863 was paid to the cred-
itors, and I have no doubt some
part of that paid in Sept 1863, was
paid to the creditors.

68th Q

Will you please give a statement
marked 15 of payments made to
Thos Adamles July 9th 63, \$143⁸⁸
to James Thomas July 8th 63, \$18⁰⁰
Rodgers & Langley Aug 11th 63, \$66¹⁸
J G Worble July 8th 63, \$6¹⁸
Jno R Purdie of \$2⁰⁰ & to Mrs Corran
K Marshall some time in 1864, \$105⁰⁰
were these payments in Confederate money

Ans. they were;

39

The further taking of these depositions is adjourned by consent of parties until tomorrow morning at eight o'clock.

R. E. Roykin } Clerk

The Cross Examination of A. P. Young is resumed pursuant to adjournment.

69 Q. What time, and where, did you make the deposit from the sale of Pink, and the other slaves?

Ans. A check was paid to me by the party who over the negroes taken in the Transfer, or Bank of the Commonwealth; my impression is, it was on The Transfer Bank, and the money remained there until it was withdrawn to be invested.

70 Q. You have stated that you deposited in The Farmers Bank of Virginia through J. D. Clements in February 1862 two thousand dollars, and in May 1862 you deposited yourself \$320.05, a total of \$2320.05, and you have also stated that you paid out of checks on this fund \$1157.76, leaving a balance of ~~\$1662.29~~ \$1162.29, the

410

report of Commissioner Hayden shows that the balance of the fund in Bank which entered into the investment of Confederate bonds was \$1658.99. How do you account for this difference between \$1162.29 and \$1658.99.

Ans: When I made the investment I invested what I thought I had in Bank belonging to the estate. Upon ascertaining the exact amount that had been paid out by check the difference appeared. I made the investment in a great hurry, and approximated to the amount I had in Bank as nearly as I could, because if I did not make the investment myself the Bank would bring it out for me.

71 Q. The difference between the amount entered into the investment (\$1658.99) and the amt remaining in Bank to my credit after paying off the checks (\$1162.29) was \$496.70 was not this my individual property?

Ans As I have before stated, I approximated in making the investment as near as I could from the facts before me. The amt in my hands & if the circumstances in view of that amt, it shows that I invested that

72Q

41

extent, more than was due to the estate.
Please state whether the excess invested
to wit \$496⁷² was the property belonging
to the estate of Miles E. Marshall or per-
sonal

waived.

Question excepted to by the defendant
counsel because it implies that there
was an excess invested above what was
due to the estate of M. E. Marshall, by
M. E. Marshall's trustee & admr. and the
admr. has not admitted to be the case.

73Q

Refresh your memory by the report of
your witness or any other records
or data you have, say whether
there is or is not an excess shown
the amt. in Court. He again reported
as balance of funds in Bank,
entering into the investment in
Confederate Bonds, to wit \$1658⁷²
& the paid amt. was to the credit
to wit \$162⁷², after deducting the
payments made by check, said
excess being about \$496⁷².

Question excepted to by Defendant's
counsel because the question im-
plies that there was only \$162⁷²
in Bank to the credit of M. E. Marshall's
trustee and admr. of M. E. Marshall
there being no evidence in this case

and no admission by Mr. Young that these were only that and to his credit character of a man.

The Plaintiff by his counsel replies that the witness has distinctly stated that he had deposited in the Farmers Bank of Va. through his agent Mr. Clements & Co. himself, the sum \$2220⁰⁰, that he had paid out by check on the said sum \$1577²⁶ and that the amount received from the sale of the property was deposited in a separate & different bank, & the court in his report has stated that the sources of the funds involved in the conspiracy were derived from the proceeds of the sale of negroes \$2145⁰⁰ & from balance of funds in Bank \$1658²⁷.

Ans

I withdrew from the Farmers Bank, what money I had on deposit there for the estate, and united it together with the proceeds of sale of negroes, supposing that it all belonged to the estate, but when my a/c came & the settler it is shown that the amount was more than the estate was entitled to, this occurred from the fact that I had paid out debt from

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majority funds, that some of the checks that had been drawn on the fund in bank, as was after-wards ascertained, had never been presented, from the further fact, that in investing the negro fund, I suggested it as corresponding to the cost of selling negroes, except the conveyance sales less the expenses, where as upon the settlement of the proceeds the same has advanced the commissions, thereby showing that the amount invested was to it as it was greater than the amount actually in hand belonging to the estate.

44

Your answer is neither satisfactory, nor responsive to the question. Please state the amount of funds to your credit as administrator, or trustee of Marshall in the Farmers Bank of Virginia, made by your agent, Mr. Clements and by yourself, in 1862?

Ans

75 Q

Then was deposited there \$2320.05. Did you make any other deposit there in your fiduciary capacity?

Ans:

76 Q

I did not. What amount did you pay out by checks on said fund, and for which amounts, since Hayden gave you credit in his 3^d report?

Ans:

I paid out \$1157.76.

44

77 Q. Did or did not, this leave a balance of to your credit of \$1162.29?

Ans: It left the difference between the amount deposited and the checks drawn, which is \$1162.29. if the checks were paid.

78 Q. What were those checks were not paid, and the amounts of each?

Ans. a check drawn payable to Geo. Deane for \$41²³, & a check in favor of Britton & Co. for \$34²². these are the only two checks that I have ever seen & have never been paid.

79 Q. Did you not get credit in your books for these two checks, as if they had been paid?

Ans. I did, I presume so, yes.

80 Q. Can you give the date of these checks?

Ans. I can not now recollect, Mr. Deane says given at an early date.

81 Q. Did you get any certificate of deposit for the proceeds of sale of negroes?

Ans. No sir. I recollect going to the Trades Bank & having it put on their book to my credit, or at least I directed it to be done. That was when I went to the parson, to see about selling the negroes & found them sold, after my court 1868.

82 Q. You have lived with an assumption

a copy of the original record in the
 suit of Marshall, trustee of Marshall
 against, is this a certified copy of all
 the proceedings and reports in that
 cause, except Court Haydens report.
 Ans It is intended to be and it is I sup-
 pose.

83 Q Did you make any report to the
 Circuit Court of the District of Columbia
 in the above cause, as to the facts and
 circumstances, connected with the
 sale of the negroes, Oakes & Co.

Ans None except what is mentioned
 in Court Haydens report.

84th Q You have filed with your answer
 two Confederate Bonds Exhibits O
 & P, which state when & from whom
 you purchased them.

Ans My impression now is that I purchas-
 ed these bonds in the latter part of
 1863. Probably Decr. I think but am
 not positive that I purchased from
 Lancaster & Co.

85 Q Did you make sale of any of your
 slaves in 1863, or at any time during
 the war.

Ans I did not, all of my valuable negroes
 ran away, leaving women & chil-
 dren & one boy about 20.

1 Q

Examined by defendant's counsel.
Say whether or not a sale of the two
acre tract separate from the farm
would have been judicious or your
reason for such opinion.

Ans

I don't think it would have been
judicious, because it was a small
corner that had been purchased by
Latimore to square this line, and no
one would have cared to purchase
it because of its location, no timber
growing on it. Consisted of pine
sawing.

2 Q

Say whether or not the entries are
of your transactions as agent & trustee
of M. Marshall filed or taken in the
suit of M. Marshall against M. Marshall
and filed as an exhibit with your
answer in this suit. Examined by
you and compared with the vou-
chers furnished by you to the Court
for such examination found by you
the correct.

Ans

They are examined by me & found
the correct.

3 Q

State therefore whether now
although you have mislaid or lost
your vouchers on which these are now
based, can you rely on them to refresh

your memory, & rely on the statement
contained in your account.

Ans

I can, for I went to your office & saw ex-
amines them myself & saw the books.

4 Q

The act of your transactions as
trustee of M. C. Marshall filed in
said suit, shows a balance in your hands
as such trustee of \$672.33. Does state
whether or not the disposition of said
balance of the balance in your
hands as agent of M. C. Marshall
is not fully & accurately explained
in your accounts & reports in said
suit & whether the said reports in
said suit do not contain an account
of the whole proceeds of the sale of
the real estate & personally the goods
of M. C. Marshall.

Ans

It is fully accounted for & explained
and the said reports do fully contain
an accurate account of the whole proceeds
of the sale of the real estate & personally
the goods of M. C. Marshall.

5. th Q

In your answer to the 4th Q on 4 Ex-
amination you say "when I made
the investment I intended what I
thought I had in Bank & that you
approximated to the amount I had
in Bank as nearly as you could"

45

State whether you are to be understood as not knowing the exact amt you had in Bank, and whether or not you did actually draw from the Bank the sum of \$1658²⁹ mentioned in said 3^d report. In answer to the same therein stated whether the said sum was not on that date actually on deposit in the Bank in said report named to your credit as trustee & amrs respectively, of M & Marshall

Ans

I am not to be understood as not knowing the amt I had in Bank, for I had a statement ~~of~~ ^{from} the Bank showing the exact amt I had on deposit. I did actually draw from the Bank the sum of \$1658²⁹. I inserted the same as stated in said 3^d report in Per Cent Confed Bonds. The said sum was at that time actually deposited in said bank as in said report mentioned. It was first to my credit as trustee & I had changed to my credit as trustee & amrs. It was owing to mistake that it was first placed to my credit as trustee.

6th Q

State whether the trust property owned the Mills & Marshall and was sold at the time it was with the approbation

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and request of W W Joyner sr Co
sr of Baltimore & the Principal
creditor under the trust decided
whether the sale on credit was not
also at the instance & request of the
said W W Joyner.

ans

It was said at the time it was
at the request & earnest solicitation
of W W Joyner; It was with the
consent of W W Joyner that we sold
on credit, the suggestion of a credit
came from myself & the Hon. Secy of
the Marshall

7th

State the facts & circumstances connected
with the advertisement.

ans.

on the day that Marshall & myself arrived
as agents we consulted in regard to the
propriety of selling the real Estate. Mr
Washiel I think was present, (who
was one of the securities of the Marshall)
& advised with counsel & it was deter-
mined that it was best to sell, I
prepared the notice on that day, sent
a copy to Suffolk & he published in
Christianian Sun & I think one in the
Suffolk Argus & also as soon as
possible posted printed notices of the
time & place of sale.

8th Q

On the 4th Question on your Vols

It is stated that the decree of December 20th 1861 in the suit aforesaid gave you and Hall, one decreed as advisors, to pay to the creditors the balance of \$1344.47 due as such ~~to advisors~~ administrators, ~~to pay~~, and are asked whether you did pay this sum as advisors; to which you answer "I think we did". On reference to the said decree it appears that you and Hall as such advisors are directed to pay said balance, and ^{you} the balance of the trust-fund ratably among the creditors. Are you to be understood as saying that the administration fund was separately distributed, and the balance of the trust-fund was separately distributed, or, did you as directed by said decree, distribute and pay out both of said funds jointly as far as was practicable.

Ans.

I am not to be understood as saying that I distributed the administration fund separately, nor am I to be understood as saying that the balance of the trust-fund was separately distributed, but I did distribute them jointly as far as practicable. When I said "I think I did" I ~~do not~~ ^{do not} as in your question quoted I mean that a ^{an amount} ~~few~~

equal to the personal fund was paid out to the creditors.

9 Ques. In the 46 question on your Corp Exⁿ it is stated that you the amount due the creditors as shown by the aforesaid third report, is, \$3679.13 and that there had been paid in money and checks, \$2320.76 leaving a balance due said creditors of \$1358.38 and you are asked whether this balance due the creditors has ever been paid, so which you answer "It has never been paid." Please state whether or not, the funds which should have been appropriated to said balance were not included in your investment mentioned in said 3^d report.

Ans. The funds which should have been appropriated to the said balance were included in the said investment.

10 Ques. On your Corp Exⁿ you stated that you could not pay some of the unpaid creditors because you could not see them. Do you mean by that, that you could never see them during the time you were making the payment, or that you could not see them when you had the papers with you necessary for a statement with them

52 and whether, some of the parties residing in the county were not in the military service

Ans: I mean ~~exactly~~ this, I paid the parties whenever I could ^{them} ~~on the frontier~~ when I had the papers with me. Some of the parties residing in the county were in the military service, but some of these I did see sometimes, but not on occasions when I could pay them their money.

11th Q. State whether or not some of the creditors who were not paid refused payment because they were indebted to you.

Ans. I recollect that one Chailey who refused payment for that reason, that was Robert Jordan.

12th Q. On your answer to the 5th Q. you say you stated that you had purchased the ducks since they were out of your possession, state how they got out of your possession.

Ans. They were delivered to the farmers in payment of their debts.

13th Q. State whether or not the officers of the Bank gave you any reason for not discharging in your certificates of deposit the names of the persons in whom the deposits were made

Ans

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and if so state the reasons given. When I applied to Mr Smith the Cashier of the Bank, he replied that they made no difference in paying out as they were of equal value, and hence made no distinction in the certificate.

14th Q

In answer to the 14th Q that in July 1863 you paid the Adams Es in full of their debt in Confederate money, state whether or not you did not make such payments as additional to their former payments, because you were thus relieved from the debt of the negroes, that the debt due by the estate would be paid in full.

ans.

Yes that was the reason I went up to pay the creditors in full, & there were many sufficient to pay all creditors. I paid several creditors in full.

15th Q

In answer to the 15th Q you mention two checks paid to creditors which were not collected. Had you any means of knowing the amount of checks not collected from the Bank except the ledger or deposit in Bank over what amount have been

there, if all of the checks had been
paid, was not this sum included
in your account mentioned in
your report.

I had no other means, it was
included in said account.
It is admitted by consent of parties
that Col John R Chambliss, mentioned
in deponents deposition as having
advised him in reference to said
matter was at that time a practicing
lawyer, and that he did before
the institution of this suit.

And further the deponent says
not.

A. J. Young

Examinations of the Honorable Sec Council
for A. Young and William A. Temple

1 Ques State whether any money was paid
money to the creditors of M. E. Temple
or of any other person employed by
you as the agent of A. Young.

Answer. In May 1862 Mr Young handed me
a statement of the claims due the M. E.
Temple to some persons, and told me
that he wished me to collect these
money for him. He gave me a list of
the parties, on the same, and of
Richmond, to collect them. I did
as far as I could. I wrote to most of
the parties, that Mr Young had deposi-
ted checks in my hands to pay them of.
Some of the parties were in series, and
I did not write to them, some were
applied and were paid. At the time I had
the statements & checks I was living
at 101 of High Street, New York, and
deputy for Mr A. Young.

Some of the parties refused to accept the
checks, saying they did not like to go
to Richmond ^{to collect the checks}, I think Mr Samuel
Bliss refused.

2 Ques State generally what was the condition
of the country after the evacuation of
Horseshoe, whether or not the Federal forces

made frequent raids in the country, whether or not property was safe, whether or not it was safe to keep money in the country. Answer The General forces made raids every week to Blackwater Bridge and the expert house, in numbers from five hundred to a thousand. Nothing was safe. It was not safe to keep money in the country out of bank. I had to keep the checks & my valuables in a hole in the tree.

3^d Question How long did you keep the statement receipts and checks. Why did you not pay all of the parties. Say whether or not you made an effort to pay all of the parties. Say whether or not in the various states of the country persons, more or more not indifferent to collecting what was due them. Where was the County Court held in this county after the removal of the records. Say whether or not you attended the Court and took the checks with you to pay the parties.

Answer About 4 years, from 63 until 66. I could not see all the parties. I made an effort to pay all parties. I wrote to persons and sent out agents to collect, all that I could. Persons are

safe during the war.

Cross Examined by Plaintiff's Counsel
1st Ques What amount of money as agent of
N. P. Young did you pay to the several
creditors.

Answer Between \$275⁰⁰ and \$280⁰⁰

2^d Ques How was this money paid?

Answer Most of it was paid by Mr Young's
checks on Richmond, some small
amounts were paid in money.

3^d Ques What became of the Georgia state checks.

Answer I returned ^{them} to the place containing the
receipts to Young in 1866.

4th Ques How were these checks signed.

Answer I am not positive, but think they were
signed N. P. Young, Adams & Mills & Marshall.

5th Ques Were you a creditor of Mills & Marshall.

Answer I was not.

6th Ques Did you receive any money for any of
the Georgia S. S. State m^o.
I did, received some for Alexis Whitty
about \$6⁰⁰

7th Ques Did you pay for Whitty in cash.

Answer In Cash, Mr Young deposited some
money with me to pay small amounts.

8th Ques What was the amount of checks left
in your hands.

Answer About \$2000, did have State m^o.

9th Ques How many of the parties refused to take the checks

Answer I don't recall exactly. I think Mr. Lambley refused one. So Gleason had to pay the latter in specie. Mr. Nathan White also refused, don't recall any other now.

10th Ques Did you make a tender of money to any of the creditors who refused to receive the same?

Answer I did after offering Mr. Young's check. Several stated that they could do business with Mr. Young's check, and I paid them the money.

11th Ques Did Mr. Young loan you money to pay such creditors as were ready to take his check?

Answer He left a small sum of money, and I was receiving money for coal & coal oil on his farm. He left about \$100.

12th Ques Had you any authority from Mr. Young to apply to the several banks and companies and other persons to the payment of the creditors of Mills & Marsh?

Answer He authorized me to pay from the proceeds of coal & coal oil all debts of Mills & Marsh as they were anxious to get the rest of his goods. Mr. Young authorized me in that

would not receive the checks, to pay the money.

13th Ques How much money had you in hand for Mr Young in May 1862 when the statement was turned over to you.

Answer \$100⁰⁰

14th Ques Would this sum have paid one tenth of the amount due the creditors had they demanded payment of you at that time.

Answer I think it would have paid more than one tenth, in the latter portion of 1862, I received more money for Mr Young, Mr John Edwards

15th Ques About what proportion would you have paid, I don't recollect

16th Ques What did you do with the money received by you as agent of Mr Young, & from sales of his real and other property

Answer I paid some of it out to him, and some I turned at my house now

17th Ques Was the money you received for Mr Young Confederate money.

Answer It was, there was no other money in circulation

18th Ques Was this the kind of money you offered to the creditors.

Answer Yes sir, it was the kind I gave other creditors.

61/
19th Ques What was the amount in this kind of money and check paid by you to the creditors.

Answer about \$275 or \$280⁰⁰ not more.

20th Ques When ^{was} the first paid made in this county, and when was the first paid made to Selby High Court House.

Answer The first paid made in this county was I think in the latter part of May 1862. I don't recollect exactly as to first paid at the Court House, have information at home.

21st Ques Was Mr Young in the County frequently after the removal of the records.

Ans Generally every month. He used to frequently come down to my house, the ^{or Sunday} Saturday before Court.

22 Ques Did you give any advertisement to creditors of your appointment as agent of Mr Young and that you had money in hand for them.

Ans I did not. I sent word to all parties I could and wrote some that I was here and to settle with them. I was afraid to advertise. Paid the parties around demand the papers and check from me.

23 Ques Had the creditors applied to you for payment, could you have paid them in ~~considerate~~ currency but ~~considerate~~ money

62
Aug

From the property funds
I could not.

24th Ques

At what time did you consider, Negro
property in this country as seized.

Ans

I considered them seized in June 1862.
I moved my prospects North Carolina
in June 1862.

25th Ques

Were you present on the day of sale of Mills
Marshall's real estate at the Court House,
Saras, it was between the 20th and 23rd of
January 1861.

26th Ques

Was any person present at that sale

Ans

A good many, a large number, all
the other property was sold same day, except
meadows.

27th Ques

What were the terms of sale of real estate,
I did not understand, I was in the
clerk's office when it was put up.

28th Ques

Do you know whether the real estate was
sold, according to the terms of advertise-
ment.

Ans

It was all but the little credit, it was ad-
mitted to the sale for cash, and a change
made that day, I don't know what
the credit was.

63

1st Ques

Examined by defendant's counsel,
 How much was the amount of debt due the
 creditors when you received the statement.

Ans

I don't recollect. Mr. Spurgeon paid some
 and Thomas Saunders has paid some.

2^d Ques

Was either or both in the spring of '82
 when you received the statement, resident
 at Monroe, Louisiana, receiving claims
 and vouchers from all parties in North
 Carolina and Virginia payable to you?

Ans

It was peculiar at that time, I recollect
 the statement. It was payable for
 North Carolina and Virginia vouchers
 notes, some were ordered expenditure
 money.

3^d Ques

In your examination you have
 stated that you received from the
 creditors of Mill Purchase the money
 of \$100,000; was it in legal tender,
 if refused by the creditors would you
 have paid them in North Carolina or
 Virginia payable money?

Ans

I would have paid them out of my own money.

4th Ques

Did any of the creditors refuse to take the
 checks immediately after you received
 them, or did some time elapse before the
 refusal?

Ans

I think about 2 months elapsed before
 any of them refused, I was some times in

3rd Ques

Said before any of them refused, worth \$100 or you have mentioned as first given you by Mr Young intended to pay the creditors who refused to take checks or to pay amounts inconveniently, man for checks.

Ans

It was not mentioned about refusal to take checks. Mr Young did not doubt that they would take the checks, the money was paid for amounts to a large for checks. Mr Young stated that he was anxious to get the matters of this land from Mr Young about the money and give to Mr Clements deposit in Richmond and I counted it, a portion of it was Confederate money and a portion of it Yankee money about \$700 was either Confederate or Yankee money I don't know which.

6th Ques

You have stated that you sent your negroes to North Carolina in June 1862, state why you then sent them, and whether the Yankee agents and arms & provisions.

Ans

Because the Yankees told my Cook they would come for her and her children to move them away in Sunday, I did not want to make a noise, the next day after they told her, they came with

Mr Young said so many times over so many times that he did not like to keep such an amount of money in one place

a wagon to take them away, and asked
what had become of my negroes.

He said whether one of us had paid down
real settle sale for more on account
of the credit given, than if paid for cash.

Ans I sold for at least \$550⁰⁰ more on
account of the credit. I don't believe
they would have had a bid if put up
for cash, which all would have been
caused by the response

And further this deponent says to wit

A. H. Wamble

Happertale

-7- In Chancery

Marshallsaunder

Expositions

April 16th - 1847.

Came to hand under

sec. of filed.

Filed
J. P. Smyth.

The deposition of Thos. J. Clements taken before me R. E. Doughton a court in chancery for the circuit court for the county of Isle of Wight in the state of Va. to be read as evidence on behalf of A. P. Young and of Mills & Marshall and A. P. Young trustees under deed of trust from M. & Marshall; and Wm. A. Womble defendants; in the suit of R. M. B. Kepper & wife et als v. said A. P. Young W. A. Womble et als taken on the 7th day of June 1877, pursuant to a subpoena, at the office of R. E. Thomas in the presence of J. Burroughs and John W. Kepper counsel for plaintiffs, and R. E. Thomas E. B. Hayden & Esq. R. W. Womersley counsel for defendants. Thos. J. Clements being duly sworn deposes and says to the following questions.

1st Q What is your age, present residence and occupation, and what was your residence & occupation from the 1st day of Jan'y '86 until the close of the war.

Ans 43 the 25th of March, present occupation a farmer. live in the

County of Isle of Wight near Virginia.
In May 1861 I was Sheriff of Isle
of Wight County, lived at the Court
House and boarded with M & E
Marshall. I was Sheriff from Jan
1st 1861 until the close of the war.

2^d Q

State whether or not you have ever
acted as auctioneer of the sale of
real property in this County, whether
or not from experience as
an auctioneer you have become
acquainted with the value of
real property in this County.

Whether you are acquainted
with the real property of John M & E
Marshall since seized and pos-
sessed at Isle of Wight Court House.

Where you are acquainted with the value of
said property, and your opinion
of the judiciousness of said sale,
both as to the price at which sold,
the time when sold.

Ans

I have for 15 years. I have become
acquainted with the value of real
estate in this County. I was an
auctioneer from 1857 to 1873.

I am acquainted with the property
of John M & E Marshall since seized
& possessed at Isle of Wight Court House.

I was present at the sale of said Property.
 I think it was wise to sell at the
 time, and as to the price think the
 property sold for more than its value;
 as well as I recollect, there was a cer-
 tain amount required in cash. I think
 \$1000⁰⁰ there was a credit for the
 bal of the purchase money, in
 consequence of that ^{that a small part} ~~it~~ sold for more. I was authorized
 to audit for \$400⁰⁰ cash ~~was~~
 there for that purpose. In consequence
 of the time given, it sold for \$1000⁰⁰
 more than it would have done for
 cash. The time was given in con-
 sequence of a consultation & arrange-
 ment between Mr A. Deering & the
 Rev. Wm H. Dozier & the Rev
 Washell, original intention was
 to sell for cash.

I think it was wisdom on the part
 of the res to sell the mill ~~quickly~~ in
 consequence of the condition it was
 in. The mill was in a ^{poor} ~~poor~~ ^{condition} ~~condition~~
 & needed repair for three years
 & subject to be run at any day.
 It sold for considerable more than
 it was worth, Mr Marsh was present.

69
a moiety of the mill only. The reason why it
sold for more, was that Mr Edwards
owned a majority of the mill & did not
want a partner. Mr Edwards as
stated & his assertion is the source
of my knowledge. Mr Edwards knew
it up because he did not want a
partner. Mr Edwards desired the
mill to be sold in consequence of
its condition, so that repairs might
be made. Mr Edwards had been con-
sidering during the life time of Mr Marshall
but Mr Marshall refused on account
of his pecuniary condition.

3^d Q Were Shos Hall and Wm W. Dozier
alluded to in your deposition, living
at the institution of this suit?

Ans They were not. Shos Hall died in
1863. and Wm W. Dozier died two years
or three after the close of the war.

4th Q Have whether or not the parcels of the ten-
acre lot owned by Marshall, sepa-
rate from the lands owned by him been
judicially.

Ans It would not. The cause it was consid-
ered a part and parcel of the Court
House tract, it was so arranged to
satisfy his line. Bought for that
purpose originally. Separate it

70
5th Q

might have been for \$10⁰⁰
Say whether the signatures belonging
to the ops are valid & is genuine &
whether during the years 1863
it was or not easy to find small
amounts of creditors or whether or not
creditors, owing to the excitement of
the times and exigencies about the
suspending the payment of money.

Ans

They are genuine. It was not easy
to pay small amounts to creditors, they
were very indifferent about accep-
ting. I had good many estates
committed to my hands as sheriff
and labored under the same dif-
ficulty about paying creditors.

6th Q

Say whether or not A. Johnson's
transfer for M. Marshall sent
any funds to the disposition of Richmond
before the ^{1st} date the Court matured of such
funds, if any.

Ans

In the 1st part of 1862, I carried a
sum of money to Richmond and
recalled the exact amt, think
about 2000⁰⁰ it was done at the
request of Mr. Johnson, the funds
were sent by him and deposi-
ted there in the Farmers Bank.
He requested me to deposit and

and take a certificate of deposit ^{with} the currency in which the deposit was made. The fund was directed by him to be placed to his credit as trustee, but am certain that he told me the fund belonged to Marshall's estate. The money sent by me was mostly in Va and No Ca Bank notes, some Confederate currency. When I returned home Mr. Young was not pleased at the certificate because it did not recite the currency, and some time afterwards I went to Richmond with Mr. Young and we went to the Bank to see about it. When Mr. Young requested me to deposit the money he gave me a memorandum stating how it was to be done. The certificate given me by the Bank did not show the kind of currency in which deposited & was present when Mr. Young complained to the Bank of this omission in the certificate.

7th
What reason if any did the officers of the Bank give for failing to mention the kind of currency in which the deposit was made in the certificate of deposit.

72

and take a certificate reciting the
~~kind of currency in which the deposit~~
~~was made.~~

The plaintiffs by their counsel
 object to the foregoing questions.

Ans

The reason assigned by the Bank
 officer, was, that they made no
 distinction in the kind of currency
 deposited, whether old Bank notes
 or Confederate currency, that
 they made no distinction in value
 in paying out.

8th Q

State whether or not at the time you
 made the deposit you as Sheriff in
 receiving or paying out money made
 any distinction between Confederate
 money and State Bank notes or other
 notes both were paid at par.

Ans

I made no distinction, both were
 paid at par.

9th Q

There is force in the papers in
 this suit, the certificate of the assis-
 tant letter of the Farmers Bank
 of Va. at Richmond of Feb 22
 1862, certifying that H. J. Clements
 had deposited in said Bank \$200.
 to the credit of A. J. Greening trustee
 State collector or not according to
 your recollection that is the amount

13

and date & character of the deposit made by you, and whether you ever made more than one deposit for Mr Spring of funds belonging to Marshall's estate.

Ans It is the amt, date & character of the deposit & the only funds I ever deposited for Mr Spring belonging to Marshall's estate.

X Examination by Plaintiff's Counsel

1st Q

Was the Property of Mr Marshall died seized alluded to as an examination in chief advertised for sale & if advertised state when, how, & how long advertised.

Ans

It was advertised by Foster & also through the Christiana sun. a week by paper, the paper has a very large circulation in Dec of High, Sun, & Providence. For Hampton & Co. & in N. Y. & Co. I can not say how long advertised. I don't recollect definitely. I can state at what time advertised. It was one or three months prior to sale when advertised, I think it was one or two months.

2nd Q

You have stated that at the time

74

Ans
3rd Q

of the sale. I was an auctioneer for this County. Were you the auctioneer employed to sell this property? Was not the employed auctioneer? Also whether the advertisements published in the Christian Science were given to the Spectator as the sale.

Ans

4th Q

I don't recollect that it was.

Ans

5th Q

State the terms of sale as advertised.

I don't recollect the terms advertised. You recollect that the terms as advertised were different from those announced at the day of sale.

Ans

I don't think the terms were made known in the advertisements, but were made known on the day of sale.

6th Q

Did the ads state that the property would be sold for cash?

Ans

7th Q

I think it did.

Is it not probable that many people may have been that way from not believing that the property would be sold for cash?

Ans

8th Q

I think not. there was a very large crowd there on that day.

State what time was announced by the crier to be given on the day of sale on the sale of this property.

Ans

No definite period, a hour or

demand with approved security, now
the price for deferred payments
are your means of knowledge in
judging that this property sold for
more than its ~~actual~~ value.

ans

know the ⁱⁿ premises from my child
hood, and living there at the
time of sale, boarding there before
and after the sale, I know the con-
dition of the property, and the dis-
advantaged condition of the building
was not known to me.

10th Q

Had property at the time of this
sale appreciated or depreciated
in value, from the time Marshall
purchased this property.

ans

As well as my memory serves me
I think it had depreciated in value
from the time it was acquired for
the fact that this property ^{was} under
the mortgage, for more than Mar-
shall gave for it.

11th Q

This property being at the county
sealand hotel property there were
four or five parties at the sale
who desired to purchase it to keep
a hotel.

12th Q

State what kind of land the two
acre tract is whether wood land

76

or arable.

Aug
13th Q

It was made of a scrubby growth.
At what time did you receive the
payments for the ^{as a matter of} receipts
on statements mentioned in Q 5
in your examination in chief.

ans

I am not prepared to say to say
what date, but I received as the
State received my money, I
suppose, it was paid some time in
1862 before the evacuation of Norfolk.

14th Q

Was the County Court held at the
Court House during the war. If so
was it well attended by the people
of the County.

ans

The Court were held at the Court
House regularly until the middle
of 1862. It was well attended by the
Citizens up to that time. It was then
moved to the Court House, on the line
of Surry & Islet of Wright. It was not
then so much ^{attended by} ^{Citizens as before} by the people & some
portions of Islet of Wright County.

15th Q

Did Mr. Young purchase any
funds by you to be deposited in
Bank in Richmond in any other
capacity than a trustee or agent of
M. C. Marshall.

ans

He did not.

Re Examination by W. J. W. & Co.
Counsel

16th Q When did Mr. Marshall die & who was the date of the sale.

Ans I recollect, that Mr. Marshall died the first of May 1861, & lived a short time thereafter, don't recollect the date.

17th Q When your memory is refreshed by the facts given in this cause that Mr. Marshall died before day & night court & that the sale was on the 23rd of May (same month) must you not be mistaken in stating that there was ten months notice given of the day of sale.

Ans I am satisfied that I am mistaken.

18 Q On your Examination you gave no reason why the Estate Property sold for more than its value that is there were five or six bidders competing for the place & store whether or not you know that one of these bidders was that purchaser Mr. A. Marshall, who purchased the store for the family of his brother, who was without a home.

Ans I do know that Marshall was one of the bidders & the purchaser, & that

the estate, the property for his
brother & family who were without
a home. They must there to live.
And further this account say the not.
Signed

Wm. Clements

State of Virginia
Jesse of High County to wit

J. R. E. Borkin a
Commissioner in Chancery for the Cir-
cuit Court for the County aforesaid.
in the State aforesaid, do hereby
certify that the foregoing depositions
were duly taken, sworn to and sub-
scribed before me at the times and
place mentioned therein.

Given under my hand this 7th day of June
AD 1877.

J. R. E. Borkin

Was employed in taking above deposition
5 hours.

Hoakley & wife et als

v { In chcy

A. P. Young admr & c

Depositions

June 14th 1847.

Came to hand

under seal & filed.

Test, A. P. Young & c

To

Joseph M. Marshall and William P. Clancy Petitioners vs.

Take notice that I shall on the 8th day of January 1877, next, at
the Office of C. B. Hayden Reg. Sec. & Clerk in Suffolk
County between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of J. P. Young C. B. Hayden

and others, to be read as evidence in my behalf, in a certain case
in the above case, depending in the Superior Court of Suffolk
County, wherein

are plaintiffs, and J. P. Young & C. B. Hayden
E. Marshall & others are defendants; and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Respectfully.

To the Sheriff of Suffolk City }
County to execute.

J. P. Young Attorney at Law
of M. C. Marshall

For W. C. Cleary & Co

W. C. Cleary & Co
Martin Co N. C.

Sum of notes
acknowledged

Wm. W. Hapten atty
for party

To

John C. Marshall and William C. Young & Alice his wife.

Take notice that I shall on the 3^d day of January 1879, next, at

the office of C. B. Hayden Esq. at *Smithfield*

Seaford County between the hours of 8 a. m. and 6 p. m. of that day, proceed to take the Depositions of *J. O. Young and C. B. Hayden*

and others, to be read as evidence in *my* behalf, in a certain *Suit*
in chancery, depending in the *Circuit* Court of *Seaford*
County, wherein *you*

are plaintiffs, and *J. O. Young and*
John C. Marshall are defendants; and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Respectfully.

To the Sheriff of *Seaford*
County to execute.

}

J. O. Young
Attorney at Law

Marshall's address at

2 Police Co
also 3 Lake deposit

Marshall's address

To 3. Jan. 1879

Executed this 28th
day of Dec 1878
by serving a copy
thereof to Joseph. M.
Marshall in person

Not found

W. D. Cleary & wife

Just. Glenn
Deputy

for A. J. W. action
L. J. W.

To *Joanna K Morris*

Take notice that we shall on the 21st day of March — 1877, next, at
the Law Office of R S Thomas — in Smithfield
between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of *H. H. Womble, T. J. Clements* —
and others, to be read as evidence in *our* behalf, in a certain *Suit*
in chancery, depending in the Circuit Court of *the* *State* of *North*
Carolina, wherein *R W B Happer Mary Thomas his wife, Charles & Marshall*
Joseph M Marshall Wm P Cleary & Alice
his wife — are plaintiffs, and *you and ourselves* —
are defendants; and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Respectfully.

To the Sheriff of
County to execute.

}

P. J. Green
Wm S Womble

25 March

Not finding Joanna
St Morris at her
usual place of abode,
on the 12th day of March
1877 I delivered a copy
hereof to Mrs R. B. Hopkin,
she being an inmate
of her family and
over the age of six-
teen years. Sergeant's
fee received.

Chas E Hopkins Wm
for H. H. Saunders Esq

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

N. P. Young Administrator
of *Hills C. Marshall*, *N. P. Young* Trustee *James
H. Morris*, & the said *N. P. Young* and *William H. Noble*

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the said Court, on the first Monday in *February* next to answer *the Bill in chancery
of R. H. B. Haffer and Mary Thomas his wife, Charles
H. Marshall, Joseph M. Marshall, William C. Cleary
and Alice P. his wife*

of a plea of *non est* for \$ *1000* Damages \$ *1000* And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Court House, the *27th* day of

January 187*7*, in the *101st* year of the Commonwealth.

N. P. Young clk.

Happes wife tal

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Marshall's adm. tal

To Selby. Rules 18th 7

J. J. Burroughs

J. W. Hapner

Executed by Selby
to the within. N. O.
Young & W. A. Womble
a true copy of the
within. S. C.
Feb. 15th 1877

J. B. Canard
Shiff

The Commonwealth of Virginia,
Sergeant Norfolk City

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

N. P. Young, Administrator of
Miss E. Marshall, N. P. Young, Foster, Joanna St.
Morris and N. P. Young & William Womble

to appear at the Clerk's Office of the Circuit Court of Isle of Wight County, at Rules to be holden for the said

Court, on the first Monday in *February* next to answer *the Bill in Chancery*
of R. W. B. Hopper and Mary Thomas his wife Charles
N. Marshall, Joseph M. Marshall, William P.
Clary and Alice P. his wife.

of a plea of *verdict* for \$ *0000* Damages \$ *0000* And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Court House, the *27* day of

January 187*4*, in the *101*st year of the Commonwealth.

N. P. Young Clk.

Stapler & wife

& als

3 Dec. 10
3 ans. Bell
vs.

Marshall's Adm. 29

to Del. Rules 1877.

W. J. Garrison

W. W. Stapler

Executed this 30 day of
~~January 1877~~
January 1877, by deliver-
ing a copy hereof to
Wm. W. Stapler
Sgt. for paid -
Thos. Co. & Co. by
for W. W. Stapler
J. H.

To the Hon. George Blinn, Judge of the Circuit
Court of Isle of Wight County.

The Amended Answer of J. Young in this
case right, and as administrator and Trustee
of H. E. Marshall this day filed by leave
of the Court to the bill of Complaint in said
Court Exhibit by R. W. B. Hopper and wife
vs him et al.

This defendant saving and alleging to.
Answering says; that he incorrectly stated
in his original answer that the answer
of the infant by J. C. Latimer their
guardian ad litem was now found
among the papers in the suit (meaning
the original suit referred to in the
plaintiff's bill) - that the defendant
having learned from the record of said
original suit that J. C. Latimer was
appointed guardian ad litem to the
infant defendant & filed their answer,
naturally supposed on seeing among
the papers of the suit a paper
entitled infant's answer, that it
was their answer by J. C. Latimer
their guardian ad litem, and it was
only after more particular examination
- of said answer ^{subsequently made} that he found
it was not the answer of J. C. Latimer
as such guardian ad litem, but a

paper unsigned, purporting to be the
answer of the infant defendants by
Chas. B. Young their guardian ad litem.
This defendant therefore says, in correc-
-tion of his original answer that the
recovery of the infant defendants by
B. C. Latimer their guardian ad litem
is not now found among the papers
of said original suit: And having
remained many years to be dismissed.
S. P. Young

Virginia

Shenandoah County to-wit:

at R. S. Thomas
a Notary Public for the county of Shenandoah
in the state of Virginia do hereby certify that S. P. Young
whose name is signed a writing above personally
appeared before me in my county aforesaid
and made oath to the truth of the statements
in the amended answer. Given under my
hand this 22^d day of October A.D. 1878.

R. S. Thomas

Not. Public

Happy thanks to
Young, Conn. Co.

Under Answer
of
To. D. Young.

Take enclosed

Receipts.

Accts. term 1878
Paid.

To the Honorable George Blount Judge of
the Circuit Court of Law & Chancery
for the County of St. Louis in Chancery
Selling:

Hon Petitioner St James
Humbly deprecates to the court,
that in his answer filed as
defendant in the suit of Happe et
als, as your petitioner in his
own right, & as assignee of
M & Marshall et als pending
in said court, ^{he} states that the
answer of F C Lelievre as sold ad
litem of the infant defendants
"now appears among the papers
of said suit". Your petitioner
now finds that the answer of said sol-
ad litem does not appear among the
papers of said suit, & that the paper
enclosed Infant's answer purports to
be the answer of ^{J. P. Young} ~~Richard~~ ^{Richard} ~~Richard~~, as
said sold ad litem is assigned to
your petitioner, having learned
from the record that F C Lelievre
was assigned sold ad litem of the infant
defendants & filed their answer,
which is supposed on finding in
the papers of the suit a paper en-
closed Infant's answer, that it was

their answer of 7th October then
got and filed it was only after a
care examination of this case as
above - Your Petitioner therefore prays
that he may be allowed to file the
amended answer herewith
presented to the court, earnestly
his original answer in the above
particular.

Your petitioner in the depositions to
the court that in your petitioner's
deposition taken in the above suit
on the 6th day of June 1877 & filed
herein, on the 31st page line 35, states
that \$5,000, 87, was all the debt that
was paid up to the 20th of Feb 1873
they consisting of debts of the first class
and not general debts; & in ans
44 - pa 32 - to the same question as
Glen & 36 says it is impossible for me
to tell - but a good many no doubt
as I had kept that statement in my
hands until about that time -
That since the taking of said depositions
your petitioner has had his memo-
ry refreshed by a closer examination
of statements & C filed with his
deposition pa ans 2 pa ans
and finds that the debt of the creditors

named in the 1st & 2nd A/c of debt
debated in the original suit; are sealed
together & as the latter of it appears
from the record of the suit was filed on
the 17th day of March 1862, & as Statement C
contains an exact transcript of the
debt in this 2nd A/c & scales them
with the list, your ^{petitioner} ~~commence~~
is enabled to state that none of the
general creditors so sealed, could
have been paid before the date
of the deposit on the 22nd day of
February, 1862, as the latter A/c (2nd)
was not made up until after that
date - Your Petitioner is therefore
with his ^{unable} memory thus enabled
to come & make (make certain his said
answers & other answers in said
deposition as to the time of payment
of said creditors in reference to the
date of said deposit & the drawing
of checks thereon - Your Petitioner
therefore prays that his deposition
may be taken in his behalf as to the
date of the payments of said in
reference to the date of said deposit -
& Your Petitioner will ever pray &c

L. J. Good

A. P. Young

Virginia

Shelby County Court:

R. S. Thomas

a notary public for the County of Shelby in
the State of Virginia do certify that A. P. Young whose
name is signed to the writing above personally ap-
peared before me and made in my County afore-
said and made oath to the truth of the statements
on the foregoing petition. Given under my hand
this 22^d day of October A. D. 1878.

R. S. Thomas

N. Public

Blanken of day
at Fair

Young ad-
vance

Petition

of
A. P. Young

Oct. Term 1878.

Filed.

To the Honorable George Blow, Judge of the
Circuit Court of Law and Chancery, for
the County of Isle of Wight in Chancery sitting;

The answer of William A. Womble
to the bill of Complaint in said Court
exhibited by R. W. B. Hapken and Mary Thomas
his wife, Charles M. Marshall, William P.
Oleary and Alice P. his wife against him
and others. This respondent saving and reserving
all right of exception to the many errors and
imperfections in said bill contained for answer
therein, or to so much thereof as he ^{is} advised, it
is material or necessary for him to answer, answering
says: that he denies the general allegations
in said bill, that he became the purchaser
of all the real estate conveyed by the deed
of trust in said bill mentioned, inclusive
of the moiety of the Mill property, but he
admits to be true the allegation in said bill
contained of his having become the purchaser
of the other real estate, ~~except~~ the said Mill
property conveyed in the deed of trust in
said bill mentioned at the trust sale of
N. P. Young, on the date in said bill named
and that he still owns the said real estate:
But this defendant utterly and entirely
denies each, and every allegation of said
bill, charging that the said trustees' sale
of said land and this defendants said

purchase thereof was in any manner irregular, illegal or void; On the contrary this defendant alleges that, the sale of said property by the said trustee as aforesaid, was in all and every respect, entirely regular, legal and valid;

2
3

This defendant has no knowledge of the allegations in said bill contained, charging irregularity in the use or misapplication of the proceeds of sale of said land by the said trustee or the loss of the same by the laches of the said trustee; and this defendant has no reason to believe the said allegations to be true, and this defendant demands full and strict proof of the same.

4th

This defendant is informed and so alleges that, even if the allegations aforesaid of irregularity in the use of said trust funds or their loss or misapplication be true that as he had no knowledge thereof, or privity or collusion therewith, he is in no manner responsible therefor, and such irregularity, misapplication or loss in no manner affects the validity of his said purchase.

5th

This respondent alleges that the plaintiffs, Mary J, Charles M, Joseph M and Alice P. were parties to the original suit mentioned in said Complaints bill, as appears by the record

thereof filed in this suit, which original
suit disposed of, settled and confirmed
said sale to your respondent and the other
matters mentioned in said original suit
and the said Complainants are concluded thereby
from questioning or disturbing the same

th
6 That it appears from said bill that on the date
of the filing thereof, the said plaintiff,
Charles M. Marshall and Mary J. Happer
had attained twenty one ^{more than six months} years of age, prior
thereto and hence were barred from shewing
cause against the decree in original suit,
wherefore this respondent pleads the same,
and claims in this, his answer the same
benefit as if the same was specially pleaded;

th
7 That it appears from the plaintiff's bill that,
more than three years had elapsed after
the said Mary J. Happer attained twenty one
years of age, before the filing of her said
bill, and your respondent claims the same
benefit, in this his answer, as if the statute
of limitation of three years to a bill of
review was specially pleaded.

th
8 That it does not appear from said bill that
the said Joseph M. Marshall had attained
twenty one years of age within six months
before filing his said bill;

th
9 This respondent avers that if it be true as
in said bill alleged that the sale of said trust

property was void and that the plaintiffs are not bound by the proceedings in said suit, then the plaintiffs have a complete remedy at law, and have no right to resort to a court of equity for relief; Wherefore your respondent avers that, for the causes mentioned in nos 8 & 9 and for other causes apparent on the face of said bill the same is insufficient, and this respondent claims the same benefit in this, his answer as if he had formally demurred thereto; And having answered this respondent prays hence to be dismissed with his costs in this behalf, most unreasonably expended, and he will ever pray &c

Wm A. Wumble

Isle of Wight County to wit;

I C. B. Hayden, a notary public for the County aforesaid, in the State of Virginia do certify that, William A. Wumble whose answer is above written, personally appeared before me, in my said County and made oath that the statements contained in said answer so far as made of his own knowledge are true, and that such statements as are made therein from knowledge or information derived from others, he believes to be true. Given under my hand this 2^d day of July, 1877.

C. B. Hayden Notary Public

Napper et al
vs

Marshall's Amis et al

Answer
of
William A. Womble

—
July 2nd, 1877
Filed.
—

To the Honorable George Blow, Judge of the
Circuit Court of Law and Chancery, for
the County of Isle of Wight in Chancery sitting;

The answer of William A. Womble
to the bill of Complaint in said Court
exhibited by R. W. B. Happer and Mary Thomas
his wife, Charles M. Marshall, William P.
Cleary and Alice P. his wife against him
and others. This respondent saving and reserving
all right of exception to the many errors and
imperfections in said bill contained for answer
thereof, or to so much thereof as he advised, it
is material or necessary for him to answer, answering
says; that he denies the general allegations
in said bill, that he became the purchaser
of all the real estate conveyed by the deed
of trust in said bill mentioned, inclusive
of the moiety of the Mill property, but he
admits to be true the allegation in said bill
contained of his having become the purchaser
of the other real estate, except the said Mill
property conveyed in the deed of trust in
said bill mentioned at the trust sale of
A. P. Young, on the date in said bill named
and that he still owns the said real estate;
But this defendant utterly and entirely
denies each, and every allegation of said
bill, charging that the said trustees' sale
of said land and this defendants said

purchase thereof was in any manner irregular, illegal or void; On the contrary this defendant alleges that, the sale of said property by the said trustee as aforesaid, was in all and every respect, entirely regular, legal and valid;

2
3

This defendant has no knowledge of the allegations in said bill contained, Charging irregularity in the use or misapplication of the proceeds of sale of said land by the said trustee or the loss of the same by the laches of the said trustee; and this defendant has no reason to believe the said allegations to be true, and this defendant demands full and strict proof of the same:

4th

This defendant is informed and so alleges that, even if the allegations aforesaid of irregularity in the use of said trust funds or their loss or misapplication be true that as he had no knowledge thereof, or privity or collusion therewith, he is in no manner responsible therefor, and such irregularity, misapplication or loss in no manner affects the validity of his said purchase.

5th

This respondent alleges that the plaintiffs, Mary S, Charles M, Joseph M and Alice P. were parties to the original suit mentioned in said Complaints bill, as appears by the record

To the Honorable Geo Blom
Judge of the Circuit Court of Land and
Chancery for the County of Dec & High
in chancery sitting.

The answer of A P
Young in his own right, A P Young
as administrator of Mills & Chapman
and as trustee for said Mills & Chapman
to the Bill of Complaint in said
court exhibited by Little Hecker and
Mary Thomas his wife, Charles S
McCracken, William P. Clary, and Alice
P. his wife, against him and others

This respondent, saving and
reserving all rights of exception to the
many errors and imperfections in said
Bill contained, for answer thereto so
much thereof as he is advised is ma-
terial or necessary for him to answer,
answering say, that he admits to be
true the general allegations in said Bill
as to the qualifications of this defendant
jointly with Thomas Hecker a partner
Mills & Chapman, and that as such agent
he took possession of the estate of
and made said repairs, and that in con-
tinuance of trust of said Mills & Chapman
he made the sale of the real estate conveyed

thereby, as in said bill alleged;

And this defendant further admits
to be true the allegations of said bill
that this defendant as administrator
of said, with his said co-administrators
Heads instituted a suit in the Chancery
side of the Court to April Term 1861
against the Plaintiffs in the said suit
John Walker and Mrs. Mary Walker
since intermarried with the said Mary
and Alice P. and James P. and
the said James P. ^{sometimes called James} and
James P. who have since died, for
the adjustment and settlement of the
transaction of this defendant as administrator
of said, and of said the said
as administrator, and for other purposes;
that in said suit all the matters and
things connected with the said transaction
were finally adjudicated and settled
and as from a certified copy of the
record of said suit, herewith filed, marked
A and prayed to be taken as a part of
this answer;

That this defendant is informed and
so alleges that the said suit was
and is before the said Plaintiffs from
further enquiry into the matter decided

Exhibit

A

in said suit and that they are found
by the same.

This respondent denies that there was
any irregularity or error in his transac-
tions as trustee or agent of said, and
that the said same are correct; that when
the said John & Catherine deposed
before him on the 11th of April 1854
Catherine sold the tract of land of
of which she was ^{the owner} with the said, and one
half of the said to Miss Emma Chase
for \$6000⁰⁰, for which he received his
deed, with a deed of trust on same,
to secure the payment of said bond, the
said said took place on the 18th of October
1854, a copy of said deed is herewith filed
and a part of the same marked D.

Exhibit
D

That the said Marshall took possession
of the said property, and continued
in possession of the same until June 28th
1861, when it was resumed by the
said and of trust. That the property
had deteriorated during the said
ownership, having had no repairs to the
houses, and a continued cultivation
of the land without any improvement
or repair, and the respondent
admits as a part of this his answer his
dissection of the same in the case on the 2nd

September 1877, relative to the same subject,
that the said property was sold under
said deed of trust on the 28th of January
1881, and notwithstanding said de-
claration of charge said land sold for
\$1400.

Your respondent says that when the
above named suit was brought the
supposed ^{the} outstanding debts of Martha
to her father being \$1000 in excess of the amt. from sale of personal property
received, and from her own efforts
that they were much larger, and by
reports made in said case it will
appear that debts outstanding amounted
V. and to said amount \$2447.00
and \$1235⁰⁰ making \$3679.00.

That the account of sale of the above
property amounted to \$1344⁰⁰, and
that after paying the debts of Martha
owed by the deed of trust, there
remained \$2679⁰⁰.

That when said land was sold on Monday
morning of 28th of January 1881, the sum of
the sum of \$1344⁰⁰ so exclusive of interest, amounting
with interest to 44th of 1881 of \$1000, and
in the said sum of \$2679⁰⁰, which
amount was paid to her by the court
at her request and was used by her
in the said case.

No

That after paying the said moneys, the fund remaining from the said sales and the sales of the same amounted to \$278³³ which I cashed \$400⁰⁰ of paying the debt of said Marshall, and the said sum of money would have been more than to pay the same, and at that time when the ^{10th} May 1857 I gave the negro woman not then sold for \$400⁰⁰ in good money.

Your respondent did actually pay to the creditors of the said Marshall the said sum of \$163⁰⁰ in cash, and \$157⁰⁰ by check drawn on the Farmers Bank & Merchants of the said city of New York, a sum of the said sum of money, and for which the said respondent has receipts, which receipts are given in this cause, and as your respondent pays it is not true as stated in the bill, that the said \$157⁰⁰ was never paid or received by the creditors.

Your respondent says that the negro woman Pinkard her children were sold as referred to in this deposition above named.

That as to the interest in confidential lands, as referred to in the bill, I refer to my deposition previously taken and

to which I ask you take care of this
bill. Answer.

What is appears from the confidential
Donald Giles in the original suit and
from the commissioners report therein,
a copy of which is filed as Exhibit 13 with
the plaintiffs bill in this cause, that the
respondent as agent for said insurance
\$2174²⁶ as agent and \$1631²⁵ as agent
of the C. M. & Co., making the total
amount received \$3804²⁵ which he used
the amount was by him to the paid
agent as agent for the C. M. & Co. of said
by the sum of \$741²⁶, because the
amount in his hands as for the C. M. & Co.
agent as agent was \$238²⁹, out of which
he had paid debts amounting to \$230²⁶,
leaving a balance due of \$8²³, which
added to \$2145²⁶ net sum of money ac-
counted to \$2063²⁹ the other balance due
from the fund in his hands as trustee
was agent as agent.

The paid excess of investment was attrib-
utable to the fact that he invested the
whole balance of the fund on a stock
in B. & Co. and had made the cash
payments on the debt amounting
of said to \$1163²⁵ as aforesaid, ^{partially} out of

* upon as is shown. One of the Exhibits drawn at the time payable to Cooper & Jordan
received by them March 11 & presented & paid a part of this amount

of his own funds, and hence he had
advanced to the creditors of the estate
that sum; but under the circumstances
which forced said invoice, as
explained in his paid declaration, he
had no means of retaining the
said amount of money paid out for
the estate, as his account had not then
been paid by the commissioners, and
he hence introduced the money as a
deposit in Bank to his credit as ^{& Adm'r} trustee,
of said estate.

The certificates of deposit made by your
respondent as trustee for M. C. Marshall
in Feb'y and May, respectively, 1863, ac-
mounting to \$320⁰⁰ filed with Com'r
Hayden's third report in said original
suit were not so marked as trustee for
M. C. Marshall owing to the inadvertence
or forgetfulness of the messenger through
whom the deposit of \$320⁰⁰ was made, and
of the officer of the Bank in giving the
second certificate. But the certificate was
made as trustee of said M. C. Marshall, and
the account was so kept, and so checked.
The said deposits of Feb'y and May
1863, were made out of payments made
me as trustee just previous to the date
thereof, &c. in such funds as directed

being taken in Standard notes and
considered notes, chiefly the former,
being on the day of payment of equal
value as currency.

That in the report of certain these receipts
are copies of as made in Confederate
currency because they were received
of some cause for the independent
State of the State, which would be
sincerely and differently in other cur-
rency.

That this defendant denies and
opposes all claims in said case, denying
that said instruments were irregular
or unauthorized, made with intent
to obtain the authority of a judge of the
Circuit Court thereon, and that they
were not issued in payment of money
in the State of Georgia.

This respondent on the contrary claims
that immediately after the said case
the original suit mentioned in
the Complaint was, owing to the
distress of the State of the said State, sought
the aid of a court of equity, which
was then in the said State.

That when arising the course of
said suit it appeared that the

of his interests were entirely as great
 as first supposed, and hence it is a
 larger part of the funds of the place
 would be consumed in the payment of
 said debt and there no room to be
 increased it was of course unnecessary
 to seek an increase of funds and he accordingly
 began measures to remove the funds
 the funds in the hands of the Bank
 and transfer them to the Bank, owing to
 the failure of the Bank of the South to meet
 from December 18th to May 6th 18th was
 suspended for several months and
 of interest.

That it was only necessary to
 transfer the funds to the Bank of the South
 out of the funds on deposit and no notice
 of the Bank, that would have been
 all that it would have cost the Bank
 deposit in confidence for a few years
 and then the Government would
 have no effort in this matter to obtain the
 authority of a judge of the Circuit Court to
 make the transfer of the funds in Bank
 and the other judicial funds in his
 hands, and he had retained for the
 payment of debt and he had the money
 in his hands and also the other
 funds, to make the people responsible

had no authority to pay or accept, and
he then made the said instrument & was
induced, as explained in the deposition
in this case, to do so. The defendant then in this
abortive attempt to issue a paper
judicial authority, and as the circum-
stances connected with said instrument
he hereby avows as a fact of this case.

That this respondent instead paid
funds in Coupon Bonds rather than
in registered bonds, because of the great
inconvenience of collecting the interest on
such bonds and the great inconvenience
of purchasing such bonds. The defendant
notwithstanding the delay and expense of resort to
the Treasury Office for the transfer of
registered bonds, because he was advised
by counsel, by the Broker to whom
business he deferred, and also because
the facility of the sale of the same, through
a sale to the respondent for the purpose
of debt or otherwise.

That the said bonds were received in
payment of a loan made by the respondent
to the said defendant, and that the
said bonds were accepted by the
respondent as payment for the same.
Receipt (made by the respondent) from

money of the real estate sold by him
as trustee was paid in gold and silver
or its equivalent on the 28th day of
January 1861. On the contrary this
respondent alleges that although his
account as trustee aforesaid shows the
whole amount of sums there have been paid
in cash on the day of sale, only some \$800
was actually paid in cash, ^{or about} the 28th of
January 1861, as of the 28th January 1861
and for the balance the bonds of the purch-
asers with good security payable on demand
with interest from date, being the sum of
of cash more than a sum in this respon-
dent's books account; the said sum is
the amount of the trust debt being assigned
to the parties from whom the said debt was
due or made payable to them, and the
bonds for the same being retained by
himself respondent as trustee, as is shown by
the report of the Commissioners who made
up said trustee's account.

Your respondent alleges that the payments
made on said bonds from time to time
after paying thereon the equities of
debtor to Mrs Marshall as therein before
mentioned together with the balance of the
paid of the Personal estate, after the

Payment therefrom to such of the creditors as could be paid by that date was deposited in Bank as a means to the credit of this respondent as trustee of said estate. Because under the decree, decreed that the two funds were amalgamated and were to be distributed jointly among the creditors of said estate.

This respondent denies the allegations of said bill as to the incompatibility of this trusteeship under said decree with the other fiduciary relations mentioned, and that such fiduciary relations invalidated the said trust sale; on the contrary this defendant alleges that said trust sale was in all respects valid and legal, and required by the interest of the creditors of said Baltimore and Maryland.

That the value of the security of said estate trust depended chiefly upon the building and improvements which were rapidly deteriorated by decay and to be destroyed by fire, and were not insured.

That the said sale was necessary for the settlement of said Baltimore estate.

That the said sale was further required by prudential considerations growing out of the agitated condition of public affairs and

* Respondent denies the allegations in said bill that the plaintiff was co-respondent by granting to the said suit, and that this granting and later did not get their answer. It is also alleged that the record of said bill is that they were made parties defendant in a proceeding for them, and that their answer, that a guardian was appointed for them, was not made.

the consequent precariousness of property. This respondent further answers that in reply to the allegations of said bill, and in explanation thereof, he duly referred the defendant herein to the 2nd day of March A.D. 1877 a certificate of which is herewith filed marked B and prayed to be taken as a part of the answer, which declaration as thus certified this respondent truly believes to be true, and so used in the particular herein before alluded to.

This respondent submits to this Honorable Court whether it is competent to the plaintiff in this suit to allege that they were not parties to said original suit by guardian's addition, when the record of said suit recites that they were parties to said guardian's addition who as such filed their answer in said suit, and whether they are not estopped by this record from alleging that their answer was not signed by said guardian's addition, although no such answer was signed by said guardian's addition as a party to said suit; wherefore your Honor's respondent alleges that it appears from the record of said suit, that B.C.

* and therefore barred from showing and asserting the debt in
said proceedings

Whitfield as counsel for all parties
signed an acknowledgment and
the commissioners noted in said suit,
that F. C. Salmore was admitted guardian
ad litem and the same being
guardian ad litem was ordered to
advise the Whitfield, and now being
among the parties, said suit, and the
said F. C. Whitfield as attorney for said
infant defendants in the original
suit defended their interest therein,
therefore the respondents deny the asser-
tion of said bill that the claims are
not barred by the decree in said original
suit, but on the contrary the respondents
assert that they are barred by the same.

That it appears from said bill that
on the date of the filing thereof the plain-
tiff's husband was dead and that
he had attained twenty one year
more than six months prior thereto, there-
fore this respondent claims the same and
claims in this his answer the same benefit
as if the same was a joint account.

That it appears from the plaintiff's
bill that more than two years had
elapsed after the said Mary C. Whipple had
attained twenty one year before the filing
of said bill, and therefore respondent claims

the same be, but from the American side
suppose us, and still a limitation
of time, and a time of review, and
ally, and.

That your respondent has reason
to believe and so alleges that the said
Joseph M. Marshall had acquired some
one year or ago more than six months
before the filing of said bill, and hence
is barred from showing cause against
the decree in said original suit.

And this respondent avers that if it be
true as is said, this alleged that the sale
of said trust property was void, and
that the plaintiffs are not bound by
the decree in said suit, then the
plaintiffs have a complete remedy at law
and a remedy right to resort to a court of
Equity for relief; and this respondent
averts that if the allegations of said bill
are true as to the loss of the fund, it
rests on the said respondents to show
that the said respondents, that the plaintiffs
have no right to or interest in the said
fund, and hence have no right to file
this said bill for the recovery of the
same. Wherefore your said respondent
is informed and so alleges that for said

causes, and for other causes apparent on
the face of said bill the same is insufficient,
and this respondent claims the same benefit
as if she had formally demurred
thereto; and further answered his
respondent's bill and is dismissed
with this cost in this behalf most un-
reasonably expended.

A. D. Young Adm. &
Trustee of M. E. Marshall according
his own right.

Spec of Right Coming to me!

I, R. E. Boykin as
Commissioner in Chancery for the Cir-
cuit Court for the County aforesaid in
the State of Virginia, do certify that A. D.
Young whose answer is above written
personally appeared before me in my said
Court & made oath that the statements
contained in said answer are true as
made of his own knowledge and that
that such statements as are made therein
from knowledge or information derived
from others he believes to be true.
Given under my hand this 9th day
of April 1877.

R. E. Boykin, Comr.

Kapper et al

} In Chambers

Marshall admiral

Defendants

Answer

April 20. 1877

In Chancery.

In the Circuit Court of
Isle of Wight Co.

R. W. B. Happer and Mary Thomas
his wife, Charles N. Marshall,
Joseph M. Marshall, William
J. Cleary and Alice P. his wife
Plaintiffs

vs.

A. P. Young administrator of
Mills E. Marshall, et al.

Young, Trustee, Joannet.

Charles and the said N. R.

Young, and William Warden Deft's.

To the Hon. George Blaw, Judge of
the Circuit Court of Isle of Wight Co.

Humly Complaining Sheweth
unto your Honor the above-named
plaintiffs, as follows.—

That on the 8th day of January 1861
Mills E. Marshall, of the County of
Isle of Wight, departed this life,
intestate, leaving surviving him his wife Joannet
H. Marshall, George A. Marshall
Mary Thomas Marshall, Charles N.

Marshall, Joseph M. Marshall, Alice
P. Marshall and James P. Marshall
his children, infants, under the age
of twenty one years. George H. Marshall
defunct this life on the 25th of April
1876 at the age of nearly five years,
unmarried and childless. James P.
Marshall died sometime during the
year 1863, an infant of three years.
Mary Thomas Marshall, in the month of
October 1873, intermarried with R. W. B.
Kapper, and Alice P. Marshall, in
the month of August 1873 intermarried
with William J. Cleary. Joann H.
Marshall, the widow of Nathl. E. Marshall
in the month of 1863, married
Morris, and the said
Morris died the day of
1865.

On the 7th day of January 1861, A. P.
Young and Thomas Hall, ^{qualified} as administrators
of the estate of E. Marshall, and took
possession of the whole of his personal
estate, consisting of horses, cattle, hogs,
household and kitchen furniture, farming
implements, bonds, notes, accounts
and slaves of great value; and entered
into and acknowledged a bond in the

penalty of \$6000, with Hardy Chapman
as their security, condition for the faithful
discharge of their duties as such adminis-
trators, as well as by Exhibit 'A'
herewith filed and asked to be taken as
a part of this bill. Thomas Stace
^{Hardy Chapman qualified as an Executor}
died in 186-, and N. P. Young and N. The whole estate
of said Marshall was managed & controlled
by the said N. P. Young.

Some time prior to his death the
said Miles E. Marshall, by his
deed, conveyed to the said N. P. Young
certain valuable real estate
(the Court house property, stone house and
a moiety of the mill ~~of the~~ property) to
secure the payment of a certain sum
of money to H. H. Joyner and N. P.
Young as Executors of John S. Latimer.
Immediately upon the death of the said
Marshall the said N. P. Young, advertised
the said real estate to be sold at public
auction, for cash, to satisfy and pay
off the balance due to himself and said
Joyner as Executors of John S. Latimer.
The said real estate was sold on the
23rd of January 1861 for the sum of
^{and William Thomas bidding the purchaser thereof.}
\$6140 ⁰⁰/₁₀₀. After satisfying the debt
due, and the costs of sale there
was in the hands of N. P. Young

Trustee a balance of \$2672:93.

At the Special Rules of the Circuit Court of Isle of Wight Co. ¹⁸⁶¹ the said Ct. P. Young & Trustee and N. P. Young & Mos. Hall administrators of Will^{ts} E. Marshall filed their bill in that Court, against the widow and infant children of said Marshall, asking that the debts of the Estate of said Marshall be paid from the Surplus of the trust fund in lieu of selling the slaves, and soliciting the aid of the Court in that behalf. ^{See Ex. & C.} The debts at that time were alleged to be between five and six hundred dollars. In this Court a decree was entered on the 20th of Decem-ber 1861 directing Ct. P. Young as Trustee to pay out of the trust fund in his hands \$738:50, with interest from Jan'y. 23. 1861, to Joanna K. Marshall widow of Will^{ts} E. Marshall. For Young & Hall Administrators out of the balance of \$1344:47, reported by Comptroller Hyden as due by them, and for Young Trustee out of the balance of the trust fund to pay the creditors the amounts due them as shown by Comptroller Hyden's Report.

On the 17. March 1862, ^{Comptroller Hayden} filed a second account, and report of additional debts, amounting to \$1232.10. There was nothing more done in said suit until the May Term 1867, five years after, at which time a decree was entered suggesting the death of Thomas Hale one of the administrators, confirming the former report of Comptroller Hayden, and directing St. P. Young as Trustee and as Administrator to render a further account; and also what sums remained in his hands in the capacities aforesaid, what disposition had been made of the same, how much and the balance remaining in his hands. Comptroller Hayden proceeded to execute this decree of the 20th March 1868, and returned to the Court an account, purporting to be an account of the said St. P. Young as Trustee of Mills E. Marshall, and also an account of the said Young & Hale as administrators of said Mills E. Marshall, a copy of which is herewith filed as an Exhibit marked "B", and prayed to be taken as a part of this bill. From this account it appears that large sums of money came into the hands

of the said N. P. Young in his several
capacities aforesaid, amounting in the
aggregate to at least \$6477.40.

After satisfying the balance due on the real
Estate, and the costs of sale, there was
in his hands as Trustee, on the 23^d of
January 1861 - - - \$2672.93

There was in his hands as Administrator

Jan'y 6. 1862 (and long before that time) } 1344.47

And on the 13th Nov. 1862, there was in
his hands from sale of Slaves } 2460.00

I In obedience to the decree of December
20th 1861 the said N. P. Young paid to Joann
K. Marshall \$779.11, and to various creditors
the sum of \$1163.00 (but at what time
does not appear). Commissioner Hayden
also gives him credit for the sum of
\$1157.76, which was never paid to or
received by the creditors. The balance
of the money in his hands the Commissioner
reports) was invested in Confederate bonds
on the 18th of March 1864, payable
to bearer at 8 per cent.

On the day of 1868, a decree
was entered confirming the investment
in Confederate bonds, and discharging
said Young as Trustee and Administrator from
all liability therefor, and removing the

1163.76
1157.76
2320.76
779.11
3249

came from the docket as will appear by Ex. "D."
~~herein to be taken as being in kept or this bill~~

The Plaintiffs charge that the said account of Comptroller Hayden is erroneous and incorrect, is made up on an improper basis, gives to the said Young credits for a large sum of money paid to creditors by checks through his agent, which were never received or accepted by said creditors, and also gives him credit for \$3804.85 in cash bonds, which investment he was never authorized to make.

That the accounts and papers in the said suit show on their face, that there was in the hands of St. P. Young Trustee, on the 23^d Jan'y. 1861, after paying balance due on the trust and

Cost of suit &c. - - -	\$ 2672.92
In hands of St. P. Young admin. after paying creditors under decree Dec. 20. 1861	181.47
In hands of St. P. Young, from sale of Rymer November 13. 1862. . .	2460.00

aggregating the sum of \$5314.39 which sum of money was in the hands of said St. P. Young, in his several capacities aforesaid, a part of it on the 23^d of January 1861, and the balance November 13. 1862

The Plaintiffs charge that the said
Ct. P. Young has never properly
accounted for the said sum of
\$5314.39, and the said sum with
interest thereon from the time it was
received by the said Young is still
due to the plaintiffs.

The Plaintiffs are informed that the
said Young pretends to have invested
a portion of said sum of money in
Confederate bonds; but the plaintiffs
charge that the funds belonging to
the Estate of said Marshall, or a
greater portion of it, which came
into the hands of said Young was
gold money, gold and silver, or Virginia
money worth as much as gold. That
the whole of the proceeds from the sale
of the real Estate (\$6140.⁰⁰/₁₀₀) was money
of this character, and that, in fact,
the same money belonging to the
Estate of Nellie E. Marshall, was now
invested in Confederate bonds. That
the balance remaining in the hands of
said Young as Trustee, after paying costs
of suit, expenses of sale and satisfying
the trust, to wit, the sum of \$2672.93
was received by him on the 23^d day of

January 1861; and that he did not, as he ought to have done, pay the debts of the said Miller E. Marshall with the money in his hands, the only payment made from said fund being the amount decreed to Joanna K. Marshall, widow, by decree of Decr. 20. 1861, nearly one year after, of \$738.00 and interest from Jan'y. 23. 1861, which payment the plaintiffs are informed, and so charge, was illegal and unauthorized. The Plaintiffs charge that if the funds in the hands of the said Young Master were personal estate, that the said James K. Marshall had an interest therein until the payment of the debts; and if the said fund was real estate, or to be treated as such, then the interest of said Joanna K. Marshall in said fund was one third thereof for life, and it was the duty of the said Young to have required of the said Joanna K. Marshall, a bond with good security, conditioned for the forth coming of the said amount at her death, which the Plaintiffs charge the said Young did not do. The surplus in the hands of

said Young, a Trustee (\$2672.93) was
retained by him from the 23rd January
1861 to the time of the presented purchase
in Confederate bonds on the 18th of March
1864, no debt of any kind paid with
the same (except the amount before
mentioned to the widow) and no
part of the same paid to the infant
children for their support or
Education.

The Plaintiffs further charge that
the said N. P. Young, notwithstanding
he did, at the April Rule 1861 of the
Circuit Court of Ill. of Wright Co., file
his original bill asking that the
debts of the Estate of Thos. E. Marshall
be paid from the balance of the trust
fund in his hands, instead of selling
the Slaves, which mode of paying his
debts he suggested would be to the
injury of the infant children, he
did on the 13th of November 1862, with-
out any authority of law, and
against the express provisions of the
Statute of Virginia, make sale of
the Slaves belonging to the Estate
of said Thos. E. Marshall, for which he realized
the sum of \$2460. That the

* That said bonds were not taken in his fiduciary
character or against the act of the Dep. Calver
of Va. paper March 3. 1863. (p. 81)

interests of his intestate Estate did not
require the Sale of said Slaves; and
that he had at that time, in his
hands, ^{a large sum of money} both as Trustee and Admin-
istrator amply in excess of the debts
due by the intestate - a fund amply
sufficient to have paid off all the
debts and to have left a Surplus.
The said ^{Young} ^{not} ~~does~~ pretend to have paid
the debts of his intestate with this
money; but the plaintiffs are informed
that he claims to have invested this
money (proceeds of sale of slaves \$2460)
and such other moneys as were in
his hands as Administrator, in
Confidential bonds on the 18th of March
1864. but the plaintiffs charge that
there is no evidence of any such
investment; and if any such
investment was made, it was done
without any authority or instructions
from any Court of competent juris-
diction, made at his own risk, and
at a time when he did not and
would not have made similar
investments of his own personal
fund. * The Plaintiffs charge that
the said Young was not justified

in retaining in his hands gold and
lawful money, gold and silver
from the 23rd of January 1861 to the
28th of March 1864, and when Confeder-
ate money and bonds were daily
and hourly depreciating, invest
his entire funds in such
worthless and uncertain currency.
That he did not in the manage-
ment of said trust funds, and
such funds as came into his hands
as administrator or otherwise, act
with that prudence and caution
which an ordinarily prudent man
would have exercised in the manage-
ment of his own affairs. That no
excuse is given for his delay to make
such prudent investments, at so
late a period of the war, at a
time when Confederate bonds and
Confederate securities were so greatly
depreciated that prudent men were
changing them for other and more
stable securities.

The plaintiffs further charge
that the said Young as Trustee
and as administrator received
and retained in his hands large

Sums of money between January 1861 and April 1861 (at which time he filed his bill) more than sufficient to have paid all the debts of his intestate. That there was no occasion or necessity for filing said bill, and only encumbered and delayed the settlement of his intestate's Estate. That after the decree of December 20. 1861, he still failed to pay the debts from funds in his hands, but held on to the same until it became so depreciated as to be worthless, and then ^{claims to be covered by a prebend} ~~there were transferred~~ in Confederate bonds. That the only money ever paid to creditors under the decree of Decr. 20. 61, was the sum of \$1163.00, the balance still being in his hands unaccounted for.

The Plaintiff charges that the said Young did not faithfully discharge his duties, and manage his intestate's Estate with that prudence and care which is expected and exacted from every fiduciary to whom is confided important trusts. That he might

have sought the aid of any Circuit
Judge in the State, and procured
from him a proper order for the
investment of the funds in his hands
as provided by the act passed by the
Legislature of Virginia (1862-3 - ch. 46. p. 81)
if indeed the management of his intestate
Estate up to that period had in all
respects conformed to the law; but the
Plaintiffs charge that the said Young
well knowing that he had not so man-
aged his intestate Estate as to give
to him the benefit of said law,
declines ^{refuses} and refuses to make any
such application - That at the time
said pretended investment was made,
the money which he pretends to have
invested was not in his hands as
Administrator of Neil's E. Marshall, that
the fund of \$2460 from sale of Slaves
was not in his hands in the due
Exercise of his trust: and ^{that} with
proper diligence he might have paid
off the debts of the Estate, and the
balance to the parties Entitled.

The Plaintiffs further
charge that the Sale of the real
Estate on the 23^d of January 1861

unmerably upon the death of the
said Marshall was premature,
hasty and summary. That the
personal Estate of said Marshall
was first liable for the payment
of his debts, as well the balance
due to the Estate of Jno. S. Latimer
as other debts, and that he should
have exhausted the personal Estate
before proceeding to make sale
of the real property, the most valuable
portion of his testator's Estate.

The Plaintiff further charges
that the said Chas. J. Young was Trustee
in the deed from Melis E. Marshall
to secure the debt due the Estate
of Jno. S. Latimer. He was also one
of the Executors of said Jno. S. Latimer
and one of the Administrators of
said Melis E. Marshall. That his
fiduciary relations as Executor of
Latimer and Administrator of Marshall
and Trustee in the deed from
Marshall to secure the debt to
Latimer were so inconsistent, incon-
-patible and conflicting as to incapacitate
-itate him from making any legal
sale of said real Estate as Trustee.

That the estate of said Salomon was
amply secured upon said real
estate, and then was no occasion
for, nor was it necessary for the
interests of the said Salomon Estate
to make such sale at that time;
nor did the interests of the estate of
said Marshall require or demand
any such sale. That the said sale
of the 23^d of January 1861 by said
Chas. P. Young as Trustee, was and
is, illegal and void.

The Plaintiff further charge that
the children of Melly E. Marshall
who were named parties defendant
to the original bill filed by N. P. Young
as Trustee and as Administrator, are
in no way bound by the orders
and decrees in said suit: that
no answers were filed by said
infant children by their guardian
ad litem, and although named
parties defendant in said bill, they
were never represented in said suit,
and were never properly before
the Court. That they were infants
at the time of the filing of said bill,
and when the final decree was

ablates them. That they are of
 the following ages - Charles N.
 Marshall 22 years, Joseph M.
 Marshall 21 years, Alice P.
 Cleary 19 years and May T.
 Hopper 26 years. That under the
 laws of the State of Virginia they
 have a right to file this bill, and
 have the whole proceedings in this
 aforesaid suit, and the final
 decree therein reviewed and
 reversed. That their disabilities
 have not been removed more
 than three years.

The Plaintiffs pray that the said
 A. P. Young Trustee of Melli E. Marshall,
 Ch. P. Young Administrator of Melli E.
 Marshall, the said N. P. Young, and
 Joshua K. Morris, and William
 Thornbelle

— be made parties
 defendant to this bill, and required
 on their several and respective corporate
 oaths, according to the best of their
 several and respective knowledge, remembrance,
 information and belief, a full, true, direct
 and perfect answer to make to all and
 singular the matters aforesaid; and that

as fully as if the same were here
repeated and they particularly interrogate
there to. That an account may be
and under the direction of the Court of
the personal effects of the said deceased
Miles E. Marshall prepared by or
come to the hands of the said N. P.
Young, administrator, or any other
person or persons by his or an order
an account of the administration of
the Estate of Miles E. Marshall, ^{by the said N. P. Young}
and what disposition was made
of the funds which came to his
hands as administrator. An account
of his transactions as Trustee of Miles
E. Marshall, and what disposition
was made of the trust fund which
came into his hands. An account
showing the balance due the heirs
of said Miles E. Marshall. And
the plaintiff pray that they may be
paid their respective shares of such
balance, and that such other, further,
and general relief may be afforded
them as the nature of their case may
require or the Equity shall seem meet.
And they well say

Geo. J. Burroughs and Geo. W.
Happis Attys for the Plaintiffs.

Happer et al
vs 3 ~~defendants~~
Marshall Adams
et al

Bill & Exhibits

Burroughs vs Happer
p. 9.

Feb. 1877

Bill & filed & de. m.

"

Mar. 1877. Bill
taken for copy & sent
for hearing.

" April 1877. leave to
defendant Young to
file answer, same filed
& replication. leave to
defendant Marshall to file
answer in 90 days. & de
for costs asked for and
refused. continued.

"

Oct. 1877. De. move for leave
to amend. Re. vs 10 days granted.
O. M. Marshall et al. vs. Happer
et al. move for leave to amend. granted.

Appl. ch. 1880 Bill dismissed and Dec.
in favor of Deft. for costs.

At a county court for the county of Essex
High Jan. 7th 1861.

On the motion of Nathaniel J. Young and
Thomas Hall (by consent of the widow who
refusing to qualify) and together with
Hardy Chapman their security who
justified, entered into & acknowledged a
bond in the penalty of six thousand
dollars, conditioned according to law,
administration is granted them on
the estate of Miles C. Marshall decd.
Ordered that Hardy Chapman, J. C.
Galimer, John Edwards & Wm. H. J. Wilson
or any three of them being first duly
sworn according to law, appraise the
estate & make report to court. Ordered
that said bond be recorded.

Attest.

W. O. Edwards J. C.
for N. J. Young clk.

Qualification of
Ch. P. Young & Thos. Hall
a Honors. of M. March

E. "A."

Marshall Heirs.

vs. } Circuit Court of S.C. of
Young et al. vs. Wright C., Va.

The bill of the plaintiffs in the above case having been dismissed, and the heirs of Marshall contemplating an appeal from the decision of the Circuit Court to the Court of Appeals, have agreed to abandon their application for appeal upon a compromise this day agreed upon as follows:-

Mrs. St. P. Young agrees to pay the sum of Six Hundred Dollars in full for all demands made by the heirs of said Marshall, as the administrator or trustee of said Marshall. Three Hundred Dollars of said sum is this day paid in cash, and the undersigned acknowledges receipt of the same: the balance of Three Hundred Dollars is to be paid in June 1882, the note of said St. P. Young to J. J. Burroughs accruing for Marshall's heirs, having been executed and received to him for that amount. Nov. 18. 1881.

Jno. J. Burroughs atty for Marshall Heirs
St. P. Young

J. J. Burroughs
recph. on Com-
promise & final
settlement with
the Marshall heirs
of all the others
between them & J. J.
Young admr. &
trustee for M. E.
Marshall.

Haffer + Wife + others

v.

Young administrators + others

J. L. LIPPINCOTT & CO.
Book Sellers and Stationers,
Philadelphia, Pa.

1 This cause came on this day to be again
2 heard on the papers formerly read upon the
3 depositions of ^{the} witnesses and on the amended
4 answer of A. P. Young filed at the October
5 Term 1878 under the decree herein of that
6 term and was argued by Counsel: On consid-
7 eration whereof the Court doth adjudge order and
8 decree that the complainants bill be dismissed
9 and that the complainants pay the ~~costs~~
10 defendants their costs in this behalf expended.
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Kappa & Wife

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Young, adm^r & al

Rough Decree

Apr 1st 1880

To be entered.

Geo. Blow

Entered 25

R. W. B. Hopper trustee for,

vs

Chas. P. Young, admr & Trustee of M. E.

Mawhall & al.

This cause came on this day to be again heard upon the papers previously read, and upon the petition of Chas. P. Young this day filed by leave of the Court, praying that he might be allowed to file his amended answer, and his deposition taken in reference to the matters stated in said petition and for the reasons stated therein which was opposed by the counsel of the plaintiffs, and the defendant, James L. Marshall, and an argument by Counsel: On consideration whereof the Court doth advise, order and decree that the said defendant Chas. P. Young be allowed to file his amended answer accompanying said petition, and the same are filed; and the Court doth further advise, order and decree that the said defendant Chas. P. Young be allowed to retake his deposition to be read in his ~~own~~ behalf ~~and~~ in his own right, and as administrator & trustee of M. E. Marshall with reference to the matters stated in said petition. And

R. W. B. & Co. Appellate

Young and T. M. L.

October 1st 1878

De la R. L. L.

De la R. L. L.

October 30

by consent of parties given in open Court
and hereby Entered of record, it is
ordered, ordered, that this
cause be submitted to the Judge of
this Court for decision and decree the
vacation.

H. H. B. Harper et al,

Charles Allen et al,

This cause came on this day to be heard upon
the ^{motion} ~~application~~ of the plaintiffs to enter a decree
nunc pro tunc, asking leave of the Court to file
their bill, which had heretofore been filed at
Jebby. Niles 1879, which ^{motion} ~~application~~ for reasons
appearing to the Court was ^{admitted} ~~received~~. And the same
cause then came on to be ^{again} heard upon the papers
formerly read, upon the report of a witness,
and the Exhibits filed, upon the motion of
the plaintiffs for an account, and was
argued by Counsel: On consideration
whereof the Court doth sustain the ^{pleas} ~~demurrer~~
of the defendants as to two of the plaintiffs
to wit, H. H. B. Harper & Mary Thayer & wife,
and Charles et. al. Marshall & wife. ^{and doth advise, order & decree that as to them the bill be dismissed}
The bill of Marshall et al. is ^{without}
prejudice to the other plaintiffs in the bill;
and the Court without now deciding any other
questions raised on the pleadings,
doth reserve the same for future consideration
and takes time to consider its opinion.

Rev. B. H. Hapke and wife only

clear hall, and

October 25/1877

To be altered

Geor. H. H. H.

Entered for

R. W. B. Happer & Mary Thomas his wife,
Charles A. Marshall, Joseph M. Marshall,
William J. Cleary & Alice P., his wife . . . Plffs.
vs $\frac{3}{3}$

St. P. Young, administrator of Miles E. Marshall,
St. P. Young Trustee, Joanna K. Morris & Charles N. P. Young. Defts.

On the motion of the above-named plaintiffs
to amend the interlocutory decree of the day of April
1877, so as to show that the bill of the plaintiffs was
filed by leave of the Court, it is ordered that the fol-
lowing Amendatory decree be entered into re-
cord, in lieu of the said decree which was entered
on the day of April 1877: to-wit:

R. W. B. Happer et al. Plffs.
vs $\frac{3}{3}$

St. P. Young, admor te. et al. Defts.

This day came the plaintiffs and asked
leave of the Court to file their bill in
this cause, and leave being granted,
the said bill is accordingly filed.

And the cause coming on to be heard upon
the bill of the plaintiffs (taken for Confession
as to the defendants) Joanna K. Marshall
and William Womble, and on the answer
of St. P. Young in his own right, N. P.
Young as administrator of Miles E. Marshall and
as trustee of the said Miles E. Marshall, with
general replication thereto by the plaintiffs,
^{and on the motion of the plaintiffs for a decree for account}
the exhibit filed, and was argued by Counsel:

Marshall, Henry

Marshall, Adam

Decease June 1876

Oct. Term 1877

John Decease 4000.00
at Oct. Term 1877
being on the 24th day
of the month of
September by the
court.

Wm. H. May Jr.

Heppner & wife

vs

Young & others

This cause this day came on to be heard on the complainant's bill taken for confessed as to Substantive James H. Morris & William A. Womble on whom process has been duly served they still failing to appear heard and over or demur and on the answer demurror and plea of the defendant A. P. Young in his own right as administrator and as trustee of Miller & Marshall and general plea of non est and on the motion of the plaintiff for decree for accounts, and on argument by counsel on consideration whereof the court without now deciding on said demurror and plea and continuing for the further consideration of the court all questions herein thereby both averals said motion for decree for accounts. Leave is granted the defendant William A. Womble to file his answer in this cause in ninety days.

Happier & wife.

W

Marshall's adm^t & Co

Amph Bence

Appl Term

1877

To be entered

Entered 3d

To the County Court of Isno of High County.

The undersigned Commissioner appointed by the order of said Court, made at January term last; reports to the Court that, the negro woman named Pink and children directed by the Court to be secured and sold by your Court, have been sold in Richmond under the following circumstances. Prior to the making of said order by the Court, at the request of the widow of Mills E. Marston decd. with whom the said negroes were living, they were arrested and carried to Richmond for safe keeping until sold. After the order for sale was made, your Court, went to Richmond to see them, but found that from what had been said to the party in whose charge they were left - that he had sold them at auction for the sum of \$2258.80, nett. The acct. of sales made by the party, Furrow who sold them, is herewith filed. And the money in the hands of the undersigned to be disposed of as the Court may direct. Given under

Report of sales of negroes
of M. E. Washoe

April 6th 1863. first
for exceptions
October 5th 1863,
confirmed and
final.

Acopy

my hand this 1st day of April 1863.

(A. S. Young Secy.)

Acopy

sent

W. H. Edwards Secy for
A. S. Young etc

At a county Court for the County of Isle
of Wight held on the 5th day of October
1863.

A. P. Young Comr. appointed to sell
negroes, Puck & children of M. E. Marshall's
estate, made his report which is confirmed
by Court filed.

a copy.

Test, A. P. Young

Confirmation of the
report of sale of
M. E. Marshall's
negroes.

a copy.

Recd. July 8. 1863 of N. P. Young twenty five
of M. E. Marshall decd. eighteen dollars, &
eleven cents in full of claim allowed Jas. P.
Thomson a quit for Thomson & Adams against said
Marshall est. by Court, & ordered under decree
of Cir. Court.

James Thomson

Recd. of N. P. Young twenty five of Mills &
Marshall decd. two dollars, sixteen cents in
full of claim allowed Jas. P. Thomson
as paid estate of Marshall.

Mo R. Purdie

Rid July 8th 1863 of N. P. Young trustee
and admⁿ of M. E. Marshall. did the sum
Four dollars and 12 cts - in full of the amt
of my claim against said Marshall
est-allowed by Com. Hayden in his
report - to the circuit-court of Is. of N. York
county -

Geo. W. Britt

Geo. W. Britt
Geo. W. Britt
Geo. W. Britt

Geo. W. Britt

Geo. W. Britt

~~Geo. W. Britt~~

To

Joseph M. Marshall William Henry Allen
their wife

Take notice that I shall on the 18th day of March 1878, next, at
the Office of Geo. H. Snows y. at Raleigh
North Carolina between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of James Bells

and others, to be read as evidence in my behalf, in a certain Suit
in Chancery, depending in the Circuit Court of Isle of Wight
County, wherein You

are plaintiffs, and myself & others

are defendants; and if from any cause the taking of the
said Depositions be not commenced on that day, or if commenced be not concluded on that
day, the taking of the same will be adjourned and continued from day to day or from
time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Respectfully.

To the Sheriff of
County to execute.

}

A. J. Spruill, Atty. at Law.
W. E. Marshall, Trustee
J. S.

Sworn and taken
the 11th day of March 1878
Geo. J. Burroughs &
J. W. Stapper, attys.
for Geo. P. Marshall & family
Deceased.

Interrogatories to be propounded to Samuel Belts in behalf of N. P. Young in his own right, and as admin^r & trustee of Mills E. Marshall to be read as Evidence on his behalf in the suit in Equity depending in the Circuit Court of Isle of Wright County, Va. wherein R. W. B. Happer & wife et al. are Plaintiffs - the said N. P. Young et al. are Defendants.

1st Question. What is your age, & where do you reside.

2^d Question. Where did you live in November 1862, and how long had you been a resident of that place?

3^d State, whether or not, you were well acquainted with N. P. Young, Mills E. Marshall Mrs Mills E. Marshall his wife, Mrs Joanna R. Morris, & John Hall either of them, or all of them, & how long had you known each of them.

4th Question. State whether or not you were sent by the said N. P. Young, or John Hall in November, or December 1862 to the then residence of Mrs Mills E. Marshall, and if so who sent you, what month ^{or year} it was, the purpose for which you went, who went with you, whom you saw there, what you did, & ^{all} the facts and circumstances connected with your visit.

5th Question. State whether, or not, there were any negroes upon the premises, & if so who they were, and how many; how near these premises were to the Federal forces; and if any caution was given to you by ~~any~~ ^{white} person by Mrs Joannak. Morris then Mrs Mills & Marshall, state, what that caution, or direction was.

6th Question. At what hour of the night did you arrive at the premises of the then Mrs Mills & Marshall; who was with you, and what did you do.

7th Question. If any conversation was had with the then Mrs Mills & Marshall, what was it, and who was present when it was had.

8th ^{Did} ~~Did~~ they hear that conversation.

9th Question. State when each party was what was said by each, ^{if} ~~if~~ ^{if} ~~if~~ there was ^{any thing} to prevent Mrs Marshall from hearing what was said by you to those who accompanied you, by her to you, & by you to her.

10th Question. State whether, or not, she made any objection to you carrying the negro Pink and her children away.

11th Question, what help, ^{if any} ~~aid~~ ^{did she give}, ^{or} ~~suggestion~~ ^{suggestion} ^{what} ~~did she make~~ you.

12th Question. Did she seem to be expecting

you

13th Question. Did she seem to be at all surprised

by your visit

14th Question, Did she readily and simply tell
you when the negroes were

15th Did she caution you about a colored boy
being in the Kitchen who might escape and
inform the Yankees & prevent you getting
off with Pink & her children.

16th Did she seem to wish you to take the negroes
away

17th Question. What did she say to you on this subject,
and if W. O. P. Swaetney, & Lincoln Addison
both, or either were present, state it, & state
what they were doing.

18th What kind of a night was it, & if there
was any peculiarity of the night state it.

North Carolina
Wake County.

R. H. B. Haffer & wife Et als. Plaintiffs
vs.
A. P. Young Adm^r & Trustee Et als. Defendants

In the Circuit
Court of the
County of Wake, Va.

Deposition of Samuel Betts, of the City of Raleigh,
County and State first above written, a witness exam-
ined in this Cause under the annexed notice, in behalf
of the Defendants, under the enclosed interrogatories.
The said Samuel Betts, being duly sworn says, makes
answer to the several interrogatories propounded as afore-
said, in the following words:

To the first direct interrogatory.

That he is 47 years of age and resides in the City
of Raleigh, County of Wake & State of North Carolina.

To the second.

That in November 1862, he lived in the County of
Salem of Virginia. and at that date
had been a resident of said County for six years.

To the third:

That at the date last aforesaid he was
well acquainted with all of the persons mentioned in
said third interrogatory and had known A. P. Young
from 1856 to 1862. Miss E. Marshall from about
1858 to the time of his death. Mrs. Miss E. Marshall

from about 1858 to 1862. and Thomas Hall from 1856 to 1862.

To the fourth:

That he was notified by the Deputy Sheriff of Thomas Hall - he chose Tom Clements by name, to go to see St. P. Young - that he went to see him the next date - he does not now remember, but it was in the year 1862. and the said Young told him (Whitely) to go to Mrs. Marshall and get a negro woman & three children - woman's name Pink, that Mrs. Marshall was uneasy that the Yankee soldiers then about 1 1/2 miles from her house, would get them. Perry Gwaltney went with ^{him} ~~her~~. that when he got there he saw Mrs. Marshall & some little children. that when he got there he knocked at the door, Mrs. Marshall opened it; and he told her that he had been sent there by Mr. Young to get the negro woman Pink & her three children. she then told him where they were & how to get them and went with ^{him} ~~her~~ to show him where they were. and counsel from her manner to have expected ^{him} ~~her~~ to come for them. and acquiesced & approval of ^{his} ~~my~~ taking them. she either showed ^{him} ~~her~~ or directed him to their clothing and was present when he carried them off.

To the fifth:

That he did not see any negroes upon the

premises but Mrs. Marshall told him that there were two negro boys in the Kitchen - that he does not remember their names at present - that the Federal force were about $1\frac{1}{2}$ miles from the premises - that he thinks there was some conversation given by Mrs. Marshall as to the two negro boys in the Kitchen not letting them know it - as they might tell the Yankees but the exact words he cannot give.

To the Sixth:-

That he adopts his answer to the fourth interrogatory as an answer to this, with the further answer that he thinks he arrived at Mrs. Marshall in the early part of the night.

To the Seventh:-

That he adopts his answer to the fourth interrogatory as an answer to this, with the further answer that Perry Gualtney was present.

To the Eighth:-

That he thinks Perry Gualtney heard the conversation.

To the ninth:-

The conversation with Mrs. Marshall occurred at the door of her house, she, Gualtney & himself alone being present and there was

nothing to prevent Mrs Marshall from having
everything that was said by him to her, by her
to him or by General to her or she to him.

To the tenth.

That she made no objection to his carrying
Pink & the other children off, but he thinks
she (Mrs Marshall) said she must pretend to
Pink like she didn't know anything about it.

To the eleventh.

That he adopted his answer to the fourth
interrogatory as an answer to this.

To the twelfth.

She did.

To the thirteenth.

She did not in the least.

To the fourteenth.

She did.

To the fifteenth.

She did.

To the sixteenth.

She did.

To the seventeenth.

That he adapts his answer to the form of interrogatory as an answer to the same. That he thinks Littleton Addison stayed all the time with the wagon at the gate. That he was with ~~him~~ the Wethers.

To the eighteenth.

That he does not now remember the contents of the message.

Samuel. Betts

Sworn & subscribed before me
at my office in the City of Raleigh
on the 18th day of March 1878.

Geo. H. Snow.

Commissioner.

I Certify to the contents of the foregoing deposition.

Geo. H. Snow.

Commissioner

R W B Hopper wife Et al

^{vs}
A P. Young Adm'r & Trs.

Et al.

Article to take Deposition.

Interrogatories.

Deposition of
Samuel But.

Geo. H. Snow.

Commissioner.

March 21st. 1878.

Came to hand under
seal & filed.

Test. A. P. Young,

The Depositions of A. P. Young and C. B. Hayden
taken, pursuant to writs hereto annexed at
the office of C. B. Hayden in the town of Smith
field on the 3^d day of January between the
hours of 6 A. M. and 6 P. M. to be read
as evidence in behalf of A. P. Young, trustee
administrator and trustee of M. E. Marshall
in a certain suit in Chancery depending in
the Circuit Court of the State of North-Carolina,
between wherein Joseph M. Marshall &
John P. Clary and Mary P. his wife are
Plaintiffs and A. P. Young administrator
of M. E. Marshall & others are Defendants.

Present C. B. Hayden and R. J. Shivers attys
for Defendants &
Jas. W. Hopper atty for Plaintiffs.

A. P. Young being duly sworn in the Holy Evan-
gelist of Almighty God deposes and says as follows.

1st Question The Counsel for the Plaintiffs and the
Defendant Joanna A. Marshall object
to the reopening of the deposition of A. P. Young
on the following grounds, viz
1. Because he is not a competent witness,
2. Because he has been twice before examined
by the Defendants, once after the deposition had

been closed.

3. Because the case had been submitted upon written argument at the suggestion of the defendants, that of the Counsel for the defendants, filing elaborate arguments; and no valid, or legal reason was assigned for delaying the cause, or re-examining the defendant; nor surprise alleged, or after discovered evidence: and the point upon which his deposition is asked to be re-opened having been fully, fairly, and with great minuteness of detail brought to his attention in his former examination both by the plaintiffs and defendants Counsel.

The defendant - N. P. Young, by Counsel object except to the first exception of the plaintiff on the ground of incompetency of the witness - because it states no ground of incompetency - and because ~~the~~ by order of the Court herein at the its last Term leave was given N. P. Young to have his deposition retaken on the points mentioned in his said order and in his petition on which said order was based. The ^{said} defendant - does not admit any agreement to submit the cause to be heard in vacation prior to the order herein of the last Term, and the agreement to file ~~now~~ written argument he understood to be for the purpose of informing the Court ~~and~~ prior to its being

heard by oral argument at the following time
without ~~as~~ a waiver of the right to argue
the cause orally at such term, but with
the intention of then arguing it orally; that
before the time at which according to their
understanding it was to be argued
the defendant ascertained the matter named
in his petition and the said defendant through
counsel proposed that his deposition should
be taken by consent ^{and the cause heard at the ensuing term}, the counsel having
previously filed as per agreement their
written arguments in the case: the plaintiff
counsel having rejected such offer and with
the deposition the defendant was forced to
appear to the court for leave which was granted
as of course, and the delay to hear the cause
at the last term of the court was hence caused
by the refusal of the plaintiffs to take such dep-
osition by consent - as aforesaid, and that if
such consent had been given the said defen-
dant would have been ready & willing to have
had the cause heard.

1st Quest. In your former deposition on page 31 ques-
tion 36 you are asked "what amount of
debt ^{exclusive} ~~inclusive~~ of the amount paid to Isaac
Dea Jones, guardian of Latimer children
and Mr. J. Latimer assignee of Edgum
Hay to the creditors of Marshall up to

+ And why the creditors in the first account of debts
were not paid up until after the 2^d account
of debts was made up

Answer 1.

the 20th of February 1862. To which you
answered One Hundred and six, two
dollars, and ~~ten~~ eighty seven cents. \$168.⁸⁷
was all that was paid up at that time,
they consented of debts of the 1st dignity
and not general debts and in the
same deposition page 32 question 44
you are asked "how many of the creditors
therein named" (^{meaning} in Statement "C") "and
what amounts were paid to such
up to the 20th of February 1862": to
which you answered "It is impracticable
for me to tell but a good many did
doubt as I had kept that Statement
in my hands until about that time".
State since the matter named in your
petition filed in this cause at October Term
1878 have come to you know of
what Explanation or Modification
of those answers you have to give; and
whether you can now state more
distinctly when any of said payments
were made, and when ^{said} Statement
"C" was made up, and the subse-
quent history of said Statement "C".

The answer to the 1st question at the
last 1, question 36 is, I think correct.
I can't conceive for any life why I
gave such an answer to the 2^d question

Then, question 3rd, unless it was I had
in my mind the date at which statement
"C" was left in the hands of H. H. North
which was in May instead of in February.
The payments in statement "C"
could have been made prior to ^{the} 20th
of February 1862, because subsequent to
the answers above alluded to upon my atten-
tion being called to statement "C" I discovered
that that statement contains a list of
credits in the first account & debts and
also a list of credits as contained in the 2^d
account & debts, which 2^d account of debts
and shows that the credits in each account
of debts were paid for so far as said statement.
that the said 2^d account of debts was not
filed until the 17th day of March 1862 and
as the credits in each account are named
in the said statement, it necessarily follows
that the ^{said} statement must have been made
& payments commenced to the creditors after
the filling ^{or making} of the said 2^d account of debts.
This account (2^d) of debts was reported by
Commissioner Hayden on the 5th of March
1862 though not filed until the 17th of
March 1862. Now I can't say whether
said this 2^d account of debts before ~~that~~
it was returned to the Clerk's office or not
I may have done so and was frequently at
his office

From the fact - that John A. Womble one
of the creditors was paid soon after the
filing of the said report I feel assured
that the statement must have been made
after the filing of the 2^d report of debt,
and payments commenced thereon: the
cause I find by the receipt of W. E. P. Wom-
ble for W. A. Womble who was in service
which was one of the 1st creditors paid, and
I don't know but what the very first - that
in the 18th day of March 1862 the pro rata
Account shown to be due him on said
Statement "C" of \$280.50 was paid to
the said Womble as per receipt in the trial held
by him as assignee of Aaron M. ^{Jordan, the} Womble.
^{Representative of N. P. Jordan}
This payment was paid in the store of G. F. Hall
on his counter. The creditors in the first ac-
count of debt were not paid because
I was informed by Com. Commissioner Hayden
who was making up the 2^d account of
debt by letter of January 11th 1862 that
it was probably that the return of Mar-
shall would be irrelevant which letter
is herewith filed marked "A" as an
exhibit with ^{this deposition} my deposition. The statement
"C" was kept and disposed of as stated in
my previous depositions until after the
war until the decree of May 1867 ^{was made}
at which time it was placed in the hands of Com-

Commissioner Hayden with other vouchers for
account under said decree. After that,
the vouchers & statement ^{"6"} were returned
to me by the said Commissioner and kept
in my possession in the same envelope in
which they were returned ~~and endorsed by the~~
~~said Commissioner if it is the case, and~~
~~marked to B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.~~
~~the exhibits & statements were after the distribu-~~
~~tion of this writ when it was brought in these papers~~
~~with my deposition, until it was filed out with my~~
~~deposition in this writ, endorsed by Commis-~~
~~sioner Hayden. Vouchers of St. P. Young~~
~~Master and Admin. of M. E. Marshall exam-~~
~~ined and received, and endorsed by Commis-~~
~~sioner Bryson as containing exhibit,~~
~~B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.~~
~~deposition" until it was so filed out, the said~~
~~Deposition~~

Q. 2d

Explain your allusion in your
answer before to the 36th question
to the sum of \$16.57 mentioned in that
answer, as being other types agreed.

Ans.

That sum was the sum of the
statements as the supervisor as Admin. of
Mills & Co. who's bill was checked
to the sum in the above statement &c.
The sum was by the parties concerned
and also by the court for the same.

March.

Q1

Occasionally, scientific authorities are
right & on their all public under the
reflections made to the various offices
of the office of the Secretary of the
Treasury the voice of the people.

Q1

Please remember on our statement
alluded to in the 1st line of your
direct examination and before
you in your previous deposition taken
in the same. And state if you were
present in person or by a witness.

State also if you were present at the
1st examination in regard to same.

Q2

What day were under those circumstances
examined first by the grand jury? State
the date of the examination
named. State your name given to the
jury 1862.

Q3

My attention was called to it, when
I was called to the stand with
the other witnesses and with the
other witnesses, and when I was
asked to answer the question
the 44th question, as it was then
called, and the answer, that was
given was that I had been appointed
the general assistant of the
1862, because the 1st of the

[illegible]

21

9

up of debt, more than a dozen together,
I should collect in hand on the estate,
I immediately answered: The money was
small compared with the value of the property,
and I thought that I should call the
attention of the court to the fact that the
last of these was a very large deposit
and was not to be taken on the point
of the case. I then said, as I had
said in 1875, I will consent to the estate
being sold, if need,
and further this deposit pay the cost
C. B. Anderson

Judge of Wright County to wit

*I, R. E. Rogers, a Commissioner
in Chancery for the Circuit Court for
the County of Wright in the State of Ia, do
hereby certify that the foregoing depo-
sitions were duly taken, sworn to
and subscribed before me at the
times & place mentioned therein.
Given under my hand this 3^d day
of January AD 1879.

R. E. Rogers, Commissioner
Price employed 15 hours.

Marshall &
J. D. Cheney

Marshall & Cheney
Deputies

Came to hand
under seal with
the 10th day of Jan,
1899 assigned on
the case.

John P. Young

1

The deposition of Isaac K Morris a witness
introduced before me by a Notary Public for the City
of Norfolk in the State of Virginia in pursuance
to the notice hereto annexed at the office of Burroughs
& Bro. in the City of Norfolk in said State on
the 10th day of October 1877 between the
hours of 6 A.M. and 6 P.M. of that day
to be used in evidence on the part of the Plaintiff
in a certain suit in Chancery with appeal
in the Circuit Court of Isle of Wight in the
County in said State wherein R. W. B. Happer
Plaintiff et al vs Plaintiff and A. P. Tompkins et al Defendants
Burroughs & Bro. vs Happer & Bro. for Plaintiff &
Thomas R. S. for the Defendant.

Isaac K Morris a witness of law full age
being first duly sworn deposes and says
By Plaintiff's Counsel:

1 Ques. 1st Please state your present residence:

Ans. Norfolk Virginia 105. Bermuda St - Kershaw
living in North Cordonia yesterday 4 weeks
ago: since the 18th of last March last.

2 Ques. 2nd How long the wife of Mills E. Marshall and
the mother of Mary Thomas. (Happer) Chas
H. Joseph M & Alice P Marshall. (Chary).

Ans. ~~See~~ See See

3 Ques. 3rd Please state the age of the other named
children.

Ans. Mary Thomas was born Oct 18th 1852 Chas Thomas

~~all~~ shall now born 30th September 1853 Jos.
M. Marshall 5 Sept 1855, Alice P. Marshall
26th day of July 1856,

49

Are the names of these children as given
above recorded in your family bible, and
is that book in the presence of the defend-
ants and open to their inspection?

Ans:

Yes Sir, all except Mary Thomas. That
was in there but was cut out by her the
year previous to her marriage, about
1872, The bible ~~was~~ ^{can} be looked at by Mr
Young, or her counsel.

x 5

How long has this bible been in your possession
Ever since the year 1849.

Ans

x 6

Were you ever consulted by Mr Hall or
Mr Young in the year 1862 about the sale
of the negro Pink and her children
No Sir

Ans

x 7

Did you ever write to Mr Hall stating that
the negro woman Pink and her children
had made an effort to go to the Liberties
and that you desired that he & Mr
Young, should take steps to apprehend
and secure her & her children;

Ans

No Sir I never wrote Mr Hall a note in
my life about anything. I never named it
to him or he to me.

x 8

Were the negro Pink an old family
servant

- Q Yes Sir.
- X 9 Q Did you desire to part with her?
- A No Sir. Not for her to be sold, I did not.
- X 10 Q Would you have given your consent to sell her?
- A No Sir.
- X 11 Q Was Mr. Young, shortly after the death of Mr. Marshall conversant with you about the propriety of keeping Pink and children and selling other property to pay the debts of the estate?
- A No Sir.
- X 12 Q When Mr. Young qualified upon the estate did you expect the negro Pink and children to be sold?
- 3 (Objected by the left counsel as not eliciting a fact but a thought)
- A No Sir I did not think they would be sold.
- X 13 Q How many children had Pink, at what sold?
- A Three: belonging to estate & two were others.
- X 14 Q Did any of her children go to the Southerns?
- A: No Sir.
- X 15 Q Had you any reason to believe that Pink would go to the Southerns?
- A No Sir. I had no reason.
- X 16 Q If she had desired to do so could she have gone without much difficulty?
- A I should have thought so because we were in three miles of the Southerns and her husband who belonged to Mr. Young bought.

x 17 Who came for Pink and took her away
a It was so dark I could not see but I asked
and he told me his name was Mr.
Perry Swallow.

x 18 Did he get your permission to take her
away?

a No Sir that ~~the~~ was every word he said, he
told me not to be alarmed, whom I asked
whom he was.

x 19 Had you been informed by Mr Hull or Mr
Young before that time that they intended
to send for Pink.

a Yes Sir by Mr Young.

x 20 What did you say when you were so
informed?

a I asked him please not to sell her. And
he told me he would not sell her.

x 21 Did you have an interview with Mr. Young
some time in the year 1872 at Lee of England
Court House, concerning the estate of Mills
Marshall, & if so state the substance of that
interview.

a: I don't recollect. I remember going once.

a Yes Sir I went up there once and saw him
I asked Mr Young if there was anything
coming to my children. & he told me he
thought perhaps something but would not tell
I told him I heard Mr Kilby said the estate
was in doubt, he ^{Young} said it was not so

x 22

x 23

Ans. Examined by Dep't's Counsel. (R.S. Thomas Esq.)

x 2

a

x 2

A

x 3

You have stated in your answer to the
sixth question that you were not consul-
ted by Mr. Hall or Mr. Young in 1862
about the sale of negro Pink and her
children. Do you or do you not remem-
ber a consultation they had with you
in ~~that year~~ (1861) 1861. in the hall
at the Court House about the sale of the
real estate first, as to save the negro
Pink and her children?

A: I don't recollect.

x 4

Would you not have consented to the sale
of Pink and her children if you had
thought that they would have escaped
to the Yankees?

A. No. Sir I would not. Because because my
husband ~~my husband~~ told me the day
he died that if every thing in the world
was sold he wished the negroes saved
for his children that was the way I
wished them saved.

x 5

How could you have saved them for
your children if they had escaped
to the Yankees?

(Question stated to be hypothetical by
by supposing the negroes would have
escaped.)

A: I should have been like the rest, but I
don't think they would ^{not} have escaped.

I wanted the negroes hired out.

x 6 If you had thought that the negroes would have escaped to the Yankees would you have preferred their total loss to what you would have received for them had they been sold?

A

I don't think they would have escaped

x 7 If you had thought they would have run away what would you have preferred the money arising from the sale of the negroes or their entire loss by their escape to the enemy.

(3) (Alpheta to become intress has already stated that she did not think that the negroes would escape to the enemy. And because the question assumes that she would have received the money arising from the sale of the negroes when the facts are they have been sold and no money received by her.)

A

Of Course I wanted for the benefit of my children. I would have preferred the money.

x 8 If you had thought that they would have run away what would you have preferred, the ^{proportion} benefit to the estate by the sale of the negroes or ~~the~~ ^{the} ^a ~~proportion~~ loss to the estate by the escape of those negroes.

(3) Alpheta to for the reasons assigned to the

preceding question in objection to the last
preceding question:

Q As much I would have suffered the same
fit if I had thought they intended bearing
and I would have then consented to a sale
what were the ages of Pink's three children
at that time time of sale?

A. I could not tell, as near as I can tell
One born in 1855; the others were older
the girl was a good big girl.

x 10 Q Are you or are you not aware of the
fact that Joe a negro man belonging
to Frank Latimer came to your house to
persuade Pink to go to the Sankees?

A Oh Sir:

x 11 Q What sort of a night was it that Perry Smith
my came to your house for Pink and
her children,

A It was dark, but whether very dark or
not I can't say

x 12 Q Who came with him

A Could not tell, did not see any body else:

x 13 Q Was there any snow on ground?

A I don't recollect -

x 14 Q ^{Were there} Any Sankees stationed near.

A The dearest were at Providence Church
about 3 or 4 miles off:

x 15 Q Were or were there not two negro men belong
to some of the neighbors on your premises
that night and perhaps in your kitchen

Q. Now of that that I verily
 did you or did you not caution Mr. Pratt
 - or the gentleman that was with him
 to be care full how they took charge of
 Pink and children lest the two negro
 boys allude to should escape to the
 Yankees and inform them of what was
 going on:

A. (Objected because (1st) It supposes that some
 one was with him (Mr. Groatney) when it
 was shown to be so, and (2nd) It supposes
 that the two negro men were on the premises
 which is also not shown)

Ans. No Sir I never:

Q. Did you caution Mr. Groatney against
 making any ~~untrue~~ false or incorrect
 information of his presence on your premises should
 be communicated to the Yankees:

Ans. All I No Sir, All I verily I told
 you first -

Q. Did you give such caution to the
 gentleman that was with Mr. Groatney
 (Question Objected on grounds ~~first~~ that
 it supposes that some one was with Mr
 Groatney)

Ans. ~~No Sir~~ I did not speak to any one but Mr
 Groatney; did not know who was with
 him.

Q. When was it that you went to Mill Swamp

to see Mr Young and what was the object
and result of your visit

A I went up there to ask Mr Young if he
had sold the negroes; could not tell the
year: it was ~~directly~~ after the negroes were
sold:

x ~~But further that deponent expected that:~~
Re Examined by Puff Council:

x 1 What induced you to go to Mills
Swamp to enquire about the sale
of the negroes

A Because I was told they were sold &
I went to know the truth:

x 2 Were you surprised when you heard
of the sale.

A Yes Sir I was surprised I did not
think they would be sold:

And further this deponent saith not -

J B Morris

State Va
City of Norfolk

I G. M. Antick a notary Public for the Corporation aforesaid
in the said State do hereby certify that the foregoing
deposition was duly taken sworn to and
subscribed to before me at the time and
place mentioned therein.

Attest before me
G. M. Antick

Given under my hand this 15th October 1877

G. M. Antick n.p.

R. W. Harper et ux
vs 3
N P Young et al et al

Depositions

Oct. 10th 1877
Filed

Adrian Felt

The deposition of W. O. P.
Gwatney taken before me
R. E. Boykin, a Commissioner in
Chancery for the Circuit Court
of the County of Meigs in the
State of Virginia pursuant to
notice thereto given me at the
Office of R. E. Thomas in the
Town of Smithfield the County
of State of Virginia on the 10th
day of January A.D. 1878, was
read as evidence on behalf of
N. P. Goring in his own right
and as damⁿ trustee of M. E.
Marshall, in a certain suit
in Equity, depending in the
Circuit Court for the County of
Meigs, Meigs, wherein, R. W. B.
Haber, wife et als are plaintiffs
and the said N. P. Goring et als
are defendants, in the presence
of John W. Harper of Counsel
for plaintiffs, and R. E. Thomas
of Counsel for defendants.

W. O. P. Gwatney being duly
sworn on the Holy Evangelists
of Almighty God, deposes &
says as follows.

Ques 1st By R. S. Thomas Counsel for
defendants.

The Plaintiff by their
counsel objects to the taking
of the deposition of the said
W. O. P. Swatney, as the depo-
sitions of the defendant have
been closed, there is no order
of court to open the same.

" 1st
Ans

What is your age & residence,
I am 38 years of age in
August, I reside near Mill
Swamp, in the County of Isle
of Wight

Ques 2

Where did you reside in 1862

Ans

Where I now live

3^d

Are you well acquainted
with A. P. Young, & are you
acquainted with McElhatchee

Ans

I am well acquainted with
Mr Young, known him
all my life, I have seen
Mr Marshall a good many
times, but had no particu-
lar acquaintance with him

4th

Are you well acquaint-
ed with Saml Butts then of
this County.

Ans yes I have been acquainted
with Mr Pittsford about 15 years
since within 2 miles of him.
I have known him about
15 years prior to 1862

5th 15 Quam Quor to 1862
State whether or not in honor
Decr of 1862, you accompanied
the said Saml Butts to the
residence of the ~~aforsaid~~ ^{Wm} said, in
Oma where to take & carry
off any slaves & so where
it was that you met, how
many were carried off &
the circumstances attending
your visit to the residence of
the said ^{Wm} said, & Marshall,

Ans In the fall of 1862 I met
Mrs M^r Marshall, Mr Bell
came to my house & asked
me if I would go with him
to Mrs Marshall to get
some negroes. I asked him
where, he said Mrs Marshall
lived near the Court House.
I told him I was afraid
to go, but the Justice would
catch me. He told me there
was no danger & said I

go, we went to ^{Mrs} Marshall
that night between 9 & 10 o'clock,
she had gone to bed.
Mr Butts knocked at back
door, she asked who it was,
he told her that it was
Sam Butts that Mr Young
had sent him for those negroes.
she then opened the door and
you had better be gone.
for the Yankee pickets are
as Barber's words, I don't
let that fellow boy get
out of the kitchen the
Yankees may catch you.
Mr Butts then told me
Mr ~~Butts~~ ^{Fuller} Jackson who was
then with us, but is now
dead. He told one of us to
go to each door of the kitchen.
Mr Butts went in the kitchen
told the negro woman to get
her things together as soon
as possible, in a few moments
we had them in the buggy.
We ^{Marshall} came to the doors we
drove off told the women
good bye.

Mr Butts took the yellow boy
against whom he had
been cautioned about a mile
or a mile & a half up the road,
& then turned him loose,
it was a fair moon shine night
right cold. I think we carried
off five negroes, a negro woman
& child & a man, I carried two
children. Mr Butts carried the
woman and I think one
child. I don't ^{now} think there was
but four negroes in all, a
woman & 3 children.

The Plaintiff's ^{by this} is
counsel object to so much of
the fore going answer as relates
to conversations between Mr
Butts & the defendant or Mr Butts
& Mr Madison

Q

When Mr Butts & I saw Mrs Meredith
that she had come for the negroes
that Mr Madison sent him for,
did she readily & quickly tell
us when they could be
found.

A

I don't know that she told us
anything about where the negroes were,
at all. She only told us about
the yellow boy, being in the kitchen.

7th

Did she seem to be at all surprised at the visit of Mr Bell & yourself.

Ans
8th

No Sir, I don't think she did. Did she interfere any objection to the negroes being carried away.

Ans
9th

None that I heard. Were you present when Mr Bell had the conversations above alluded to with Mrs Marshace I was. I was standing about ten feet from the door, she remained there during Mr Bell's conversation, I left her at the door.

10th

Was she near enough to hear the conversation between Mr Bell, and you & yourself, relative to your approach to the kitchen & your making of it. Was your conversation loud enough for her to hear the whole of it.

Ans

She was near enough to hear us. The conversation was loud enough for her to hear us. Nothing to prevent her from hearing us.

The Plaintiff not raising their
objection to the deposition of
said W. C. P. Gwaltney, asks the
following questions:

V. C. 4

1st Have you read, or had read
to you, the deposition of Mrs.
Morris in this suit,

Ans. I have not.

2^d Have you had any conversa-
tion or conferred with any
one as to her deposition.

Ans. I have not.

3^d Will you please state the exact
language used by Mrs. Marshall
in her conversation with Mr.
Bills.

Ans. Mr. Bills knocked at the back
door, Mrs. Marshall ~~came to~~
~~the door~~ & asked who it was,
he replied I am Bill. He then
said he came after the negroes
Mr. Sprung sent him for, she
then came to the door. When
Mr. Bills that he had better
be particular the room a
yellow boy in the kitchen the
pantry & kitchen were at

Barbours X roads, & that if the
yellow boy got out of the
kitchen he would let the
yankees know they would
catch him (Bill).

4th

How far was the kitchen in the
the negroes were, from the
house

Ans It was not far, not more than
some 20 or 30 steps. I was
never there before, I recollect
I could hear Mrs Marshall
& Mr. Bills talk.

5th

If you had spoken in a strong
concealment of voice could not
the negroes in the kitchen have
heard you

Ans Yes Sir if the door of the kitchen
had been open, but not if it
had been closed.

6th

Can you state why it is, why
your memory is fresh as to
the conversations that took
place between Mrs Marshall
& Mr. Bills, while you are so
doubtful as to the number of
negroes carried away.

Ans Some time last fall Mr. Goring

Stopped near Mr Chalmers &
 asked me if I did not go
 with Mr Pitts some where, I
 told him I did, he asked
 me if Mrs Marshall objected to
 Mr Pitts taking the quip
 off, I told him not that I heard
 he told me of the conversation
 between Mrs Marshall & Mr Pitt
 I did so, as I have herein
 stated.

And further this deponent says
 not

Signed W. O. P. Quattrone
 State of Virginia

J. P. Borkin a
 Commissioner in Chancery for
 the Circuit Court for the County
 of said aforesaid, do hereby certify
 that the foregoing deposition
 was duly taken, sworn to and
 subscribed before me at the
 time and place mentioned therein
 given under my hand this
 15th day of January, AD 1878,
 J. P. Borkin, Comr.

The deposition of A. P. Young taken at the time and place mentioned in the foregoing caption, to be read as evidence in the aforesaid suit in charging in which Huffer wife etc are plaintiffs, and said Young etc are defendants, in the presence of some counsel.

The Defendant being duly sworn, deposes & says, that subsequent to the war Mr. Morris, as stated by her in her deposition, visited him and had a conversation with him as to the condition of her former husband, Will, E. Marshall's estate in which conversation defendant said to her that all the funds belonging to the estate except what had been paid out, had been involved and that there would be nothing coming to the distributees. That ~~many~~ many of the creditors were still unpaid and that some of them had received nothing, naming Mr. Isaac C. Clegg as one of the largest creditors had not received any thing, her having refused to take either check or assignable money for his debt, and that she entirely corroborated defendant's foregoing statement when she says

that deponent informed her that
there would be something coming
to them. Further this deponent
says that not

Signature

J. D. Young

The plaintiffs by their counsel
object to the taking of the fore-
going deposition for the reasons
above mentioned in reference to
the deponent "V. O. G. G. G. G."

State of Va

I R. C. Roehrer a Commissioner
of the Circuit Court
for the County of Albemarle aforesaid
do certify that the foregoing
depositions were duly taken
and subscribed before
me at the time & place mentioned
in the caption of the above
written depositions.

Given under my hand this
15th day of January AD 1878
R. C. Roehrer, Comm'r

Happer et al

vs Duchay

Young adm et al

Deposition of
W. C. Goodhue

Jan. 16th 1848,

Came to land
under seal and
filed.

Test. A. S. Sprague

Exception to Young's statement
omitted as to publication -

W. H. BURROUGHS,
Late City Judge.

J. J. BURROUGHS

A specialty made of Questions arising
under the
Tax Laws of the State or Municipalities,
Customs and Internal Revenue.

COURTS:

Norfolk and Portsmouth cities, and Sur-
rounding Counties;
U. S. District and Circuit Courts, Norfolk;
Court of Appeals, Richmond;
Supreme Court U. S., Washington.

R. H. B. Staffer & wife & als
Burroughs & Brother,

N. P. Young Trustee of the same

P. O. BOX 152.

No. 24 BANK STREET.

Norfolk, Va., Sept. 24th 1877.

To N. P. Young & H. A. Noble.

Whereas, that we shall on Monday
the 15th day of ~~October~~ 1877, at the office
of Burroughs & Bros., No. 24 Bank St.
in the City of Norfolk, between the hours
of 6 A.M. to 6 P.M. of that day proceed to
take the depositions of Mr. Joann R. Mar-
shall & als, to be read as Evidence in our
behalf in a suit in Equity now depending
in the Circuit Court of Isle of Wight Co, wherein
we are plaintiffs and you are defendants,
and if from any cause the taking of the
said depositions be not commenced on that day,
or if commenced, be not concluded on that day,
the taking of the same will be adjourned & continued
from day to day & from time to time at the same
place & between the same hours until the
same shall be completed.

The Plaintiffs by J. W. Staffer &
Jno J Burroughs, their attorneys

Marshall Stern

23

Marshall Admiralty

To October 15. 77

Exempted by deposing to
the within named ^{Young} ~~Marshall~~
+ to a valuable work. a true
Copy of the within notice
October 15. 77.

A. B. Edwards Sheriff

In the Circuit Court of the U. S. for the
District of Columbia the 3^d day of January 1863.

It being represented to the court
that negro woman Patsy Dickinson, be-
longing to the estate of Miss Emma Marshall
deceased, have made an attempt to escape to
the United States military lines, and the
court being satisfied, that the only
method of securing the value of said
negroes, to said estate, is to sell them,
the court doth as aforesaid, being
of opinion that the interests of said
estate will be greatly promoted thereby,
that A. R. Young, who is appointed a
commissioner for that purpose, do
sell at auction or otherwise at his dis-
cretion the said negro Patsy Dickinson
made report of this proceeding, to wit,

A Copy True.

Marshall acc^{ts}

? } Duchey

Marshall acc^{ts}

order of Court for
sale of negro

Exhibit

G

~~2000~~ ~~1000~~

Farmers Bank of Virginia

Richmond July 22 1862

Y. J. Clement has deposited in this Bank
Two Thousand Dollars payable in
current funds, subject to his check of
N. P. Young & Co.

~~to \$46~~

R. S. Reynolds Asst
Clerk

Copy Recd

~~to \$100~~

Farmers Bank of Virginia,

Richmond Mo 20 1862

N. P. Young & Co. has deposited in this
Bank, Three Thousand & Twenty Five Dollars
payable in current funds, subject to
his check

R. S. Payner Miller

~~to \$100~~

Copy Recd

Marshall Hervey

W }
}

Marshall 7th

Certificate of
Deposit

Exhibit
of

Exhibit
C

A. H. Womb
(Recd. for
check)

Marshall's Trusts & als

vs

Marshall & als

This cause in which the marriage of the defendant Joanna M. Marshall with Morris & the death of the said Morris leaving the said Joanna M. Morris surviving it is ordered that the suit proceed in the name of the said Joanna M. Morris came on this day to be heard on the papers formerly read, & on the report of Commissioner Hayden under a decree herein of May term 1864, & was argued by counsel on consideration whereof the Court confirming said report to which no exceptions were filed, doth adjudge order & decree that the investments shown by said report to have been made on March 18th 1864, in Confederate, repub. ant Bonds by A. P. Young of the funds in his hands as Trustee for M. B. Marshall & as administrator of M. B. Marshall be confirmed & that said A. P. Young be discharged from all liability therefor, & the Court doth further adjudge, order & decree that this cause be removed from the docket.

A Copy Teste

W. A. Edwards D.C.
for A. P. Young Clk.

Marshall Trust

also

us 3^{copy} done

Marshall et al

("D")

(Second Act. of Defts.)

First Clasp.								
Willons William B.	1 75	04	1 79	1 79				
Marshall Joanna H.	48 19	-	48 19	48 19				Paid pt. m ^t .
Second Clasp.								
White Nathan H.	ck x 35 14	10 91	46 05	34 54				By apt. Wm. H.
Purdie John R.	+ 2 00	16	2 16	1 63				Per W. H.
Vellins Isaac	86 87	7 17	94 04	70 53				
Nesbit J. B.	5 70	47	6 17	4 63				
Calcott A. D.	+ 5 25	43	5 68	4 26				
Hall Eliz. ^d	ck 109 00	14 18	123 18	92 39				E. P. Wamble For E. Hale
Do.	80 00	10 41	90 41	67 81				E. P. Wamble For E. Hale
Do.	114 00	9 52	123 52	92 64				E. P. Wamble For E. Hale
Daniel Eliz. ^d	ck 105 00	8 66	113 66	85 25				Ch. H. Wamble
Stephenson Wm. H.	3 88	49	3 37	2 53				
Britt Geo. W.	+ 3 81	31	4 12	3 09				Paid pt. m ^t .
Jordan W. P.	12 00	2 52	14 52	10 89				
Gevaltmy Allison (fn)	18 35	1 52	19 87	14 90				
Cley Samuel Gdw.	ck 244 63	93 60	338 23	253 68				Ch. H. Wamble
Darden A. S.	11 10	92	12 02	9 02				
Gale James E.	36 91	3 05	39 96	29 97				James J. Gale
Willons Wm. B.	6 09	50	6 59	4 94				
Norworthy Wm. W.	3 00	24	3 24	2 43				
Chapman Hardy ad.	40 60	3 35	43 95	32 96				Ch. H. Wamble

A Statement shewing the principal, interest, total amts. due, and the pro rata amts. paid the several creditors of Mills E. Marshall decd. reported by Com^r Hayden in his 1st & 2^d reports of debts n. Dec^r. 1861.
(1st account of debts.)

Names of Creditors.		Principal.		Interest reptd. to 18. Oct. 1861	Total of		Amt. paid, being 75 p. ct. of total amt. of Prin. Int.		Signature of the person to whom paid. Dec. 20. 1861.
		Amt. upto			Prin. Int. to 18. Oct. '61				
Edwards John	+	5	98	59	6	57	4	93	John Edwards
Do.	*	14	50	70	15	20	11	40	John Edwards
Edwards Charles		4	50	21	4	71	3	53	J. J. Clements for J. C. Edwards
Jordan Geo. H.	1. ? +	27	00	48	37	48	20	61	
Briggs Merit	ck +	56	93	4	61	31	45	98	Jno C. Woodward
Do.	ck +	10	15	48	10	63	7	97	Attorn for B. W. Briggs
Gray William N.	x	1	96	16	2	13	1	59	William N. Gray
Eley John B.	x	39	74	1	41	63	31	23	John B. Eley
Edwards Timothy	1. ? +	4	38	21	4	59	3	44	
Hall Thomas	ck +	175	00	9	184	92	138	69	J. Hall
Do.	ck +	3	24	15	3	39	3	54	J. Hall
Chapman Eliz ^d .	ck +	18	18	1	19	20	14	40	E. J. Wombles for E. Chapman
Edwards Rich ^d C.		11	00	1	12	12	9	09	Recd. all my claims
Do.		10	00	1	11	02	8	27	R. C. Edwards
Young N. J.		400	00	89	489	67	367	25	
Do.		0	54	1	8	00	6	00	
Saunders James M.		23	44	1	24	85	18	64	J. J. Clements for Order
Boykin Sam ^l G.	+	31	80	1	33	33	34	99	J. G. Boykin
Do.	+	6	58	40	6	98	5	29	J. G. Boykin
Wimer Francis C.		14	00	1	15	00	11	91	
Do.		31	36	47	31	03	23	87	
Do. as gdw. to J. Porter		20	00	96	20	96	15	72	
Do. Int. from 1. Jan. 1862		2	33		2	33	1	75	
Rogers & Saugly	1. ? +	81	75	6	88	24	66	18	Joseph Stephenson
Stephenson Joseph	+	21	00	2	23	16	17	37	Joseph Stephenson
Do.	+	16	48	79	17	27	12	96	Joseph Stephenson
Hayden Chs. B.		5	00	52	5	52	4	14	
Wombles John G.	+	58	97	2	61	79	46	34	Paid for int.
Chalmers C. C.		2	88	13	2	88	2	16	
Thomas W. M. S.	+	9	45	45	9	90	7	43	
Dashill J. K. Trust for Corbell		16	21	4	20	49	15	37	
Marshall Joan and (W. 1862)		30	00	-	30	00	20	50	Paid for int.
Vallies Martha A.	+	3	50	26	3	76	2	82	
Dashill Thomas M.		9	62	43	10	05	7	54	
Whitby Jefe (all ✓)		8	00	38	8	38	6	29	H. Wombles for Jefe wholly all paid
Edwards Miles	ck +	15	62	3	18	90	14	18	Miles Edwards
Do.	ck +	8	25	39	8	64	6	48	Miles Edwards
Wilson S. Junius	x	13	50	1	14	50	10	88	
Thomas Adams & Co.	ck +	317	11	80	398	00	298	56	Refd Thomas Adams & Co.
Do.	ck	90	90	3	94	00	70	91	Paid Thomas Adams & Co.
Thomas John C.	+	1	50	07	1	57	1	18	
Jordan A. A. & W. S. Jordan		300	00	74	374	00	280	50	E. J. Wombles for W. S. Jordan
Crocker & Jordan		168	07	13	181	52	136	14	
Britt & Cohoon		30	00	3	33	00	24	75	C. B. Hayden

(Second Act. of Depts.)

First Class.				512496				
Willows William B.	1 75	04	1 79	1 79				
Marshall Joanna K.	48 19	-	48 19	48 19				Paid for. m.c.
Second Class.								
White Nathan K.	ck x 35 14	10 91	46 05	34 54				By capt. Wamble
Purdie John K.	+ 2 00	16	2 16	1 63				See receipt
Vellies Isaac	86 87	7 17	94 04	70 53				
Nesbit J. B.	5 70	47	6 17	4 63				
Ballcot A. D.	+ 5 25	43	5 68	4 26				
Hall Eliz.	ck 109 00	14 18	123 18	92 39				E. P. Wamble for E. Hale
Do.	80 00	10 41	90 41	67 81				E. P. Wamble for E. Hale
Do.	114 00	9 52	123 52	92 64				E. P. Wamble for E. Hale
Daniel Eliz.	ck 105 00	8 66	113 66	85 25				Ch. H. Wamble for E. Hale
Stephenson Wm. H.	2 88	49	3 37	2 53				
Britt Geo. W.	+ 3 81	31	4 12	3 09				Paid for. m.c.
Jordan W. P.	12 00	2 53	14 52	10 89				
Gevaltrey Allis m. (fw.)	18 35	1 52	19 87	14 90				
Eley Samuel Gdw.	ck 244 63	93 60	338 23	253 68				Ch. H. Wamble for E. Hale
Darden A. L.	11 10	92	12 02	9 02				
Gale James T.	36 91	3 05	39 96	29 97				James J. Gale
Willows Wm. B.	6 09	50	6 59	4 94				
Norworthy Wm. W.	3 00	24	3 24	2 43				
Chapman Hardy ad.	40 60	3 35	43 95	32 96				
Do (last bond)	69	13 38	73 27	54 90				
Thomas Jno. P. agt. for Thomas & Adams	+ 16 73	1 38	18 11	13 58				Paid for. m.c.

6

Vouches

To the Hon. Richard H. Baker Judge of the Circuit
court of Isle of Wighh County, in Chancery sitting.
Humbly complaining sheweth unto your honor,
your orators, Nathaniel F. Young as trustee, &
Nathaniel F. Young and Thomas Hall admin-
istrators of Mills E. Marshall decd: That the
said Mills E. Marshall a resident of the
county aforesaid, departed this life on the
3^d July 1861 intestate, leaving a widow
named Joanna Marshall, and the follow-
ing children as his heirs & distributees at law,
viz, Mary J. Phelps, Joseph, Charles, Alice
Ann, & James Marshall, all of whom (the
said children) are under twenty one years
of age. That the said Nat. F. Young & Thomas
Hall have qualified as administrators of the
estate of the deceased, as will appear by a
copy of the order of the county court of said
county herewith filed marked "A." as a part
of this bill. Your orators further state that
the said Mills E. Marshall during his
life time on the day of executed
a deed of trust, conveying the Courthouse
property, store house & a moiety of the
mill property situate adjoining to the said
N. F. Young trustee to secure the payment of
\$ to W. W. Joyce & N. F. Young as executors
of John S. Salinger, as will more fully appear.

by a copy of the said trust deed herewith
filed, marked "B" and prayed to be taken
as a part of this bill. That after the death of
said Marshall, to wit, on the
the said A. P. Young as trustee, according to the
requirements of said deed, and for the objects
thereof, sold at public auction, the property
therein conveyed, for the sum of \$6140.⁰⁰ and
after the payment of costs of said trust, and
the payment of the debts then due, there rem-
ained on the 23^d Jan. 1861, as will appear by
a statement marked "C" herewith filed, in his
hands the sum of \$2672.93. Your orators further
state, that the outstanding debts owing by
their intestate, are between 5 and \$6000.
to pay which it will be necessary to sell a
negro woman, named Pink & her children
five in number & small

The only negro property belonging to the
deceased, unless they be allowed to take the
 requisite amount from the balance rem-
aining in the trustee's hands as above stated,
and this they allege is not only desired
by the widow, she being unwilling to
have sold the said negro woman and
children, but will be to the interest of the
children of their intestate. But your orators
not being certain as to the nature of the

said surplus of \$2672.93, whether it was
really or personally (as the said sale of the
trust property was after the death of the
deceased) - and therefore not knowing what
course, if any, they as administrators had
over the same, deemed it advisable to
~~submit~~ ^{submit} the matter to this honorable court,
and solicit its aid in the premises
they therefore pray, from the unwillingness
on the part of the widow & children to have
sold the said negro woman & children,
on account of the attachment for them,
and believing that from the present
condition of public affairs, that the
same would be a ^{great} sacrifice, that
in lieu of seeing the said negro, whatever sum
may be required to pay the debts of the
deceased, be taken from the said surplus, &
so appropriated. And furthermore, from
the unsettled condition of the country, for their
safety, they ask this Hon. Court, to direct in
what manner they shall invest the
residue of said trust funds, which may
be left in their hands. Your orators are
without adequate remedy ^{have} in this Hon. Court.
To the end thereof, & they pray that Joann
Marshall the widow, and the said children
viz. Mary J. Alpheus, Joseph, Charles Alice & Anna

James Marshall, be made parties, defendants,
to the bill, and be compelled to answer the
same. That the sum aforesaid for the
objects aforesaid be allowed to be taken
from the said trust fund, instead of
selling the said negroes, and that all
other & further relief be granted in the
premises which to equity may seem,
and the nature of the case may require.
R. S. Whitfield J. C.

A copy Teste

W. A. Edwards D. C. for
A. P. Young & Co.

Marshall's claim

or Bill

Marshall's

Ex. "C"

Mills E. Marshall
In account with N. P. Young his trustee.

1862

July 11

To this amount paid Joana
H. Marshall under
decree of Decr. term 1861
in discharge of her dower
estate

479 11

Balance as per contra 1893 82 \$2672 93

Cr.

By this amount in the hands
of Trustee as per a/c filed
in this cause

2672 93 \$2672 93

To this amount credited
in statement (A.)

1893 82 \$1893 82

Cr.

By this amount in hands
of trustee after paying to
Joana H. Marshall is abou

1893 82 \$1893 82

The Estate of Mills E. Marshall deceased.
In account with N. P. Young & Thomas Hall his administrators

To this amt. credited in statement A. 1344 47 \$1344 47

Cr.

By Balance due estate as per
last report in this cause

1344 47 \$1344 47

1861

Mar. 18

To this amt. included in

investment of Confederate Bonds 2145 86

Commissions on \$2258.80

11 94 \$2258 80

Cr.
 (By) net proceeds of sale of
 Pick & children under
 order of County Court to
 prevent escape to the
 money

2258 80 / 2258 80

Statement A. of payments
 under decree of December
 Term, 1861.

To Amount paid, Commissioners
 fees in suit

	14 25
" Shff: fees in do.	50
" John Edwards	16 33
" Charles " (J. Clements assw.)	3 53
" Murk Briggs Esq.	53 95
" W. N. Gray	1 59
" Mrs. B. Clegg	31 23
" J. Hall	141 23
" E. Chapman	14 40
" R. L. Edwards	33 01
" Isaac M. Tammes	18 64
" Paul. G. Prokier	24 99
" "	5 29
" A. P. Young Esq. & Attorney	53 25
" Rogers & Langley	66 18
" Joseph Stephenson	12 96
" Mr. G. Womble	61 79
" Isaac K. Marshall	30 00
" Jesse Whitley	8 38
" Miles Edwards	20 66

To Thomas, Adams Rec.	497 67	
" W. A. Wouble apw: A. A. Jordan	280 50	
" Isaac H. Marshall	48 19	
" Elizabeth Hall	353 84	
" Geo. W. Britt	4 17	
" James T. Gale	29 97	
" Bro. R. Purdie	2 16	
" John P. Thomas agt. for Thos. & Adams	18 11	
" A. O. Young	197 67	
" Nathan White	34 54	
" Britt & Cochran (by chk to them oth. who had no opportunity to dissent)	21 75	
" Balance as per contra	917 53	\$3338 29

1862

Cr.

By this amount Balance in
Trusts hands as per foregoing
ap.

1893 80

" Do. in hands of Administration

1344 47 \$3238 29

1861

Mar. 18

To this amount included in
investment of this date

917 53 \$917 53

Cr.

By Balance as per above ap.

917 53 \$917 53

Portion of above debt paid by
check

1157 76

Do. Do. in cash

1163 00 \$3330 76

Statement B. of Investments
of March 18th 1864.

For A.P. Young Admin. M.C. Marshall 2000. Confederate 8 per cent Bonds,	2000 00		
Int.	34 00		
7 per cent	140 00	2174 20	
For A.P. Young Trustee M.C. Marshall	1500 00		
Interest	25 65		
in 7. per cent	105 00	1630 65	
		<u>\$3804 85</u>	

Sources of Funds Invested.			
Nett proceeds of sale of negroes	2258 80		
Commissions off	112 94	2145 86	
Balance of Freedmen Bank		1658 99	
		<u>\$3804 85</u>	

Commissioners office Smithfield,
March 25th 1868.

To the Circuit Court of Selkirk County,
Pursuant to a decree of the said court
made on the 18th day of May, 1867, in a
suit in chancery depending in said court
between A.P. Young trustee for Mills C. Marshall
and A.P. Young administrator of Mills C.
Marshall, Plaintiff, and James W. Marshall,
Mary T. Marshall, Alpheus Marshall, Joseph
Charles Marshall, Alice Ann Marshall and

James Marshall infants of said Mills E. Marshall. Defendants, the undersigned one of the commissioners of the said court, to whom was referred for settlement by said decree, the accounts of the transactions of A. P. Young as trustee for Lotimer & Co. & as administrator of Mills E. Marshall, and of what sums remained in the hands of said Trustee and administrator, what disposition had been made of the same, how invested, and the balance remaining in his hands - reports to the court, that on the 2^d day of March last, he issued notices to said parties requiring them to attend the settlement of said accounts, before him, at his said Office on the 30th of said month, which notices were acknowledged as served by R. H. Whitfield, attorney for all of said parties. That the said Plaintiff appeared pursuant to said notice, and he then examined the vouchers and stated and settled the foregoing accounts of A. P. Young as trustee for Mills E. Marshall & as Administrator of Mills E. Marshall. The account of said Trustee, shows nothing remaining in his hands, the balance remaining after paying the sum to the credit of Mills E. Marshall directed to be paid by the decree herein of December Term, 1861. is passed to the credit of Statement A. the credits of which are derived from said balance due from said trustee & from the balance due from him as

said administrator on the date of said decree for the purpose of creating a fund for the payment of debts due by said estate & directed to be paid by said decree. The balance due by said administrator has accordingly also been passed to the credit of said fund, making the sum of \$3238.29 for the payment of the debts directed to be paid thereout by said decree of December, 1861.

That on the day of 1861, he deposited in the Farmers Bank of Virginia at Richmond to his credit as trustee for Mills E. Marshall the sum of \$320.00, and on the day of 1862 he deposited in the same Bank to the same credit the sum of \$2000.00, making in all the sum of \$2320.00 as will appear from the accompanying certificates of deposit. That the funds thus deposited, as well as all the funds constituting the fund of \$3238.29 were derived from the payment of the sale of the property of Mills E. Marshall and were collected in Confederate money, early in 1862 and the latter part of 1861, when that money was at par. That in accordance with said decree, the said A. P. Young commenced paying off the debts of said estate, but that owing to the excitement of the country, growing out of the war, he found great difficulty in doing so. That it is known to your commission that said A. P. Young deposited the funds aforesaid in said Bank for safe keeping under the advice of counsel, it being impracticable to pay the creditors in.

mediately from the cause aforesaid, though he commenced doing so on the 20th of December 1861, & the retention of funds was regarded as dangerous in this region. That he drew checks for the amount due the creditors & paid them whenever practicable & after the evacuation of Norfolk left these checks in the hands of an agent for the purpose of payment. That in this manner he paid by checks debts to the amount of \$1157.46 & in cash to the amount of \$1163.00 making the total amount of debts paid \$2320.46 as will appear from statement A. & the following accounts. The said N.P. Young laid before your commissioners an order of the County Court of Isle of Wight County of Jan. 1863, directing the sale of Pink & her children to prevent their escape to the enemy and an account of the sales under said order, which order and account of sales respectively marked P. & A. and herewith filed. The said N.P. Young desired your commissioners to report that after the sale of said negroes he applied to the Judge of the Circuit Court for authority to invest the funds of said estate, but on account of the uncertainty about the law on the subject, the application was denied, that he then sent a petition to invest said funds to Judge Ogner of Petersburg, but the misfeigning having it was turned back by the said of the enemy, and the said

A. P. Young, after notice by the Bank, that
all funds remaining on deposit, would
be invested, deemed it best to invest the
funds belonging to said estate, and
accordingly did so in 8 per cent. Confederate
Bonds for \$3,500.00, amounting with the
interest, premium & costs to \$3,804.05 as
will appear from the foregoing account
of investments. The said Bonds with
the Broker's statement of the purchase
in the name of A. P. Young as trustee and
Administrator of Ellis C. Marshall, respect-
ively. The foregoing investment is shown
by statement B. was derived from the
sales of the negroes & the balance
of the funds on deposit as aforesaid,
which balance exceeds the amount that
would properly have been left after pay-
ing the checks of the creditors, in con-
sequence of many of the checks not having
been presented for payment in consequence
of the difficulty of communication.

Given under my hand as Commissioner
aforesaid, the day & year first aforesaid.

C. B. Hayden

Time employed 7 1/4 hours.

Fee \$18.00 Charged A. P. Young

Accepted

Teste,

A. P. Young, Clerk

Marshall's Trustees
et al. vs. J. M. Chapin.

Marshall et al.

Copied from Hayden's
3^d Report.

//
Ex. "B."

Received July 9th 1873 of A P Young Trustee & Administrator of
M E Marshall One hundred and forty three Dollars and Twenty
Eight Cents balance of Claims due by said Marshall to us allowed
by Commissioner Hayden

Thomas, Adams & Co


Thomson, Adams & Co.

recd

To

Munkholt's advt.

149.00

61.77

28.00

2.12

4.00

2.70

Peterburg Aug 12. 1883 Received of Mr P Young
Master Ship \$1000 dollars as claim due
Roper & Langley by Mr. E. H. Chandler. Reported
by Commissioner Nichols -
Mr R Langley
of Roper & Langley

Laing
rect.

Recd. of N. P. Young, adm^r of Miss E. Marshall
dec^d: one hundred dollars to the credit
of what may be due me ~~for board &~~
~~putting the children of said Marshall from~~
~~the time of his death to 1st Jan. 1864,~~

I est -

John M^r. Marshall

Esq^r & Secy

Mr. Marshall

est.

\$2138.00

On demand, we bind our selves & our heirs, exors.
and admors. to pay to A. D. Young trustee under a deed
of trust from Will^m E. Fishshole for the benefit of
the Execution of Mrs. J. Waterman deed: The sum of —
Two Thousand one hundred & thirty eight dollars
for value received. Witness our hands & seals this
23^d day of January 1861.

Wm. E. Fishshole

A. D. Young
John F. Adams

Seal
Seal

91100.00

Dec. 8th 1861. Recd. of Wm. A. Wamble Eleven hundred dollars in part of this bond.

N. P. Young

Apr. 1. 1862. Recd. in part of this bond Six hundred dollars, & sixty five cents for which E. P. Wamble has rec^d receipt.

N. P. Young

March 2^d 1863. Received through the hands of N. H. Wamble Three hundred dollars in part.

N. P. Young

Wm. A. Wamble

E. P. Wamble

N. P. Young

Sept. 7. 1863. Recd. of Wm. A. Wamble through the hands of E. P. Wamble Three hundred & eleven dollars & 49 cts in full of this bond.

N. P. Young

E. E.

Claims allowed by Comr. Hayden on the 5 th of M. E. Mauck		
Regen Saugly		\$ 58 24
✓ Smith Jno. G.		61 79
Chalmer C. C.		2 58
Thomas W. H.		9 90
Wilson S. Junior		14 57
✓ Thomas, A. & Son, H. Co.	Whole amt. \$398.18	p ^d \$298.56
✓ Do.	" "	94.54 - " \$ 70.91
✓ Conser & Jordan		181 52
✓ Purdie Jno. R.		2 16
✓ Britt Geo. Co.		4 12
Gale Jno. T.	Whole amt. \$39.96	p ^d \$29.97
✓ Thomas Jno. P. agt. for Thomas, A. & Son		18.11

Memo. for
Dr. Taylor
March 20th
Salem Mass

Mr. A. D. Young & Thos Wall. Att^{ys} of M E Marshall
1861 " To S. J. Clements. Shff of St. Wight county Va
March 21 To Ex^{or} "Luns" in Chancery" on W^{rs} Joann
Marshall S. J. Clements shff

A. D. Young &
The "Kane"
Adm^r " "

February 15th 1863 Received of N. P. Young
Trustee, the sum of Seven hundred & seventy
nine dollars & seven cents (\$779.15) being
the sum of \$738.50 with interest to this date which
was directed by decree of the Circuit Court of
Isle of Wight County, rendered on the 20th Dec. 1861
in the suit of N. P. Young Trustee & N. P. Young & Thomas
Holl Comrs. of Mills E. Marshalls decd. against
John & K. Marshalls & als. to be paid to me
by said trustee.

Given under my hand the day & year first
aforesaid

Isaac K. Marshall

W. P. Marshall
Recd.

Recd. July 8. 1863 of M. P. Young Treasr. Adm.
of M. E. Marshall died. The sum of Sixty one
dollar & Seventy nine Cents in full of the
amt. of my claim against said Marshall's est.
allowed by Comr. Stoyden in his report to the
Circuit Court of Wash. & Wyet. County.

John G. Womble

Mr. G. W. W. W.

Recd. for
Closin & M. E.
Marshalls est,

Wm: A. Wombles

Dr.

1861 In acct. with N. P. Young trustee for M. C. Marshes
July 23. By amt. paid on money for land \$5150.00
" 28 By Cash payment 500.00
By Comm. of Geo. & Jr. A 15.00
" And on \$500. of 2 W. " 97.00
To bal. for which bonds are ~~to~~ given 4538.00
\$5150.00 \$5150.00

5150.	112
3770.29	500.
<u>7389.71</u>	<u>758.29</u>
	1370.29
	<u>24100</u>
	3770.29

Wm. L. Comble
a. s. with
W. P. Young & Co.

2/15/47

40.
H. Young & Co.

Smithfield
May 11/62

Dear Nat

I take the liberty of suggesting that you pay no debts under the last decree in the M & Marshall suit until the new asc of debts is closed, lest the estate may prove insolvent. Some \$400.00 of debts have already been proved that have not been mentioned to any of us -

Yours sincerely

C. B. Hayden

Exhibit ¹¹ 4 is filed by
A. P. Young Jan'y
30 1878
R.S. 7.

W
P. Young
Plaintiff

Tablement

12

1862

Account of Sales of Slaves by S R
Gonzales for J. C. A. P. Brown & Co
Hall adm^r of Mill & Marchant dec^r

Nov 13

Woman Pink & Children, (Mib.)
Frank Mounning } \$2460.
Charges

Board	12.00	
Com ^d 200	4920	61.20
		\$2398.80

Expenses of arrest		
At Richmond		140.
		\$2258.80

S. R. Gonzales
Depy. M^ro.

also call of slate
received by
A R Fournier
oucher with
C B Hayden 3^d Rpt

Exhibit L

Second acct of Receipts against the Estate of Miss E. Munroe

First Class

Wm. J. Milnes a/c for cash 1750 179
out from camp 1868 04

Edward H. Milnes a/c for

keeping him in the No 25000

cash on 7/11/1868 4819 4819

Edw. H. Milnes a/c for 84998

Second Class

Mathew de St. John a/c for bond 3514

out from 12/14/55 1091 4615

Edw. H. Milnes a/c 200

out from camp 1868 16 216

Edw. H. Milnes a/c 5687

out from camp 1868 717 9414

J. B. a/c for 570

out from camp 1868 47 617

Edw. H. Milnes a/c 523

out from camp 1868 43 568

Elizabeth de St. John Bond 10900

out from March 1868 1418 12318

Edw. H. Milnes Bond 8080

out from March 1868 1041 9041

Edw. H. Milnes Bond 11400

out from March 1868 952 12352

Elizabeth de St. John Bond 10500

out from camp 1868 866 11366

Edw. H. Milnes a/c 258

out from July 1868 49 337

Edw. H. Milnes a/c 38

out from camp 1868 31 412

Edw. H. Milnes Bond 1200

out from July 1868 252 1452

Edw. H. Milnes (Guano) 1435 1987

out from camp 1868 152

Edw. H. Milnes Bond 24463

out from camp 1868 9360 33823

898498

Second a/c of Debt account the Estate of Milliman			
Amount bro up			984 95
A. G. Karan	a/c	17 11	
Int from Savings		92	1202
James H. Lee	a/c	36 91	
Int from Savings		305	139 98
Wm B. Miller	a/c	6 19	
Int from Savings		58	659
Wm H. Roseworthy	a/c	300	
Int from March 1861		24	324
Harvey Chapman	a/c	40 60	
Int from Savings		335	73 60
" a/c (La Bona)		19 64	
Int from Savings		1358	5327
And P. Chapman after Thomas			
amount		1673	
Int from Savings 1861		138	1811
			<u>1182 12</u>

Amount of Debt of First	
Class	49 98
2d Class	1182 12
Total amount of Debt	<u>\$1232 10</u>

Commissioner's Office

Dated March 28th 1862
 To the Circuit Court of Calhoun Co.
 Pursuant to a decree of said
 Court, made at the said December Term
 1861, a sum in Chancery against the
 said court, between A. DeYoung trustee

for M C Marshall & A P Brown vs Heac
wards of M C Marshall Elder & Joanna W
Marshall endow of said M C Marshall &
Mary S. Alchens, Joseph Charles, Alice
Anne & James Marshall infants of said
M C Marshall, the undersigned one of the
Commissioners of said Court, in response
was referred for settlement was and were
the accounts of the outstanding debt due
by the said M C Marshall not signed and
reported in his former report hereto, he set
in the record, that on the 1st day of January
1870 he had been duly notified by notice of
the time and place of settling said account
of debt at the Court door of the Court House
at said County & on the 1st day of February
1870 he went in person to all debts owing
parties, requiring them to come before him
to settle said account as directed by the Court
and on the 1st day of March 1870 he was
summoned to the notice of said Court and he
did so. Thus the matter came before the
Court and it being found that the parties
were unable to agree with the parties
adversely affected by the said Court's
order for all parties, he has now been
the same Court in accordance with the
provisions of law and whereupon he has
their respective claims, appearing at the
proper time and place and thereupon
the undersigned has filed the sum of \$1234
as above and has also filed the
report under the name "First Case"

approximately 184925, which
will probably be sufficient to
provide all.

There are no other variations
as far as the same are concerned.

184925
184925

184925 184925

184925 184925

184925 184925

184925 184925

184925 184925

184925 184925

184925 184925

The Estate of Wills & Marshall decd
 In ac with the Hon & J. P. Perry his admr
 1860
 Jan 7 To cash paid administration

Pay 1 00

" J. B. Monte Bazaar & Harri
 & servants 12 50

" L. B. Bazaar auctioneer
 bill 7 00

" J. Gay Shaw 22 59

" J. G. House & Furnishings &c 36 00

" Wks tickets incident to auction 8 81

1860
 Jan 6 " Common S 150734 73 37

" Balance Estate as per return 1374 75 1734

Ct

1860
 Jan By amts paid for from Sheriff 10 97

" recd from Bond 21 70

" do Bond 50 00

" " Shale 18 84

" " Paid fees 6 20

" " amts of expenses due the decd 1403 63 8150734

Statement of the value of the personal estate
 of Wills & Marshall

As per return Jan 6 & 7

Children viz, Amelia, Frank

Ellen & Parker, valued by appraisers

as per appraisement filed at 81635 00

Expenses for taking order for 161 836 00

Statement of the value of the interest of common
Marshall widow of J. C. Marshall in the surplus
proceeds of Sale of land.

Age of widow on Jan 23^d 1861 28 yrs 11 mrs & 8 days
Expectancy of life on that day 30.29 years

Shelton's annuity on that day \$2672 98

1/3 of do \$890 98

one year interest on \$53 46

Present value of annuity of
\$53 46 for 30.29 years as per
rule in Wilson vs. Harrison

& also 2 Rob Reports 284 \$738 50

Present value of do per
Table A of Law Journal
1854 p. 10

\$633 11

Am of Werts brought up		96073	
Geo. W. W. Bill	638		
Out from Port 4 th / 60	40	678	
W. C. Calumore	1400		
Out from July 29/50	187	1387	
do	3136		
Out from July 29/51	41	3183	
W. C. Calumore & Son Porter & Co	2000		
Out from Camp 1 st / 61	96	2196	✓
W. C. Calumore & Son	233	233	
Out from Camp 1 st / 62			
Porter & Company	8175		
Out from July 28/60	649	8824	
W. C. Calumore & Son W. Bill	2100		
Out from Camp 1 st / 60	216	2316	
do	1648		
Out from Camp 1 st / 61	79	1727	
W. C. Calumore & Son	500		
Out from Camp 1 st / 60	52	552	
W. C. Calumore	5897		
Out from Camp 1 st / 61	282	6179	
W. C. Calumore	196		
Out from Port 1 st / 60	16	212	
W. C. Calumore	273		
Out from Camp 1 st / 61	13	288	
W. C. Calumore	445		
Out from Camp 1 st / 61	45	590	
W. C. Calumore & Son W. Bill	1031		
Out from July 28/51	421	2149	
W. C. Calumore & Son W. Bill	3000		
Out from Camp 1 st / 62			
Out carried over		830007	

James Brown & Co			1300 07
Maria Vellies	alc	3 50	
Dut from July 1860		26	7 26
Thos M Washell	alc	9 62	
Dut from Aug 1861		43	10 03
Case Whitley	alc	8 00	
Dut from Aug 1861		38	8 38
Miss Emma New Bond		15 62	
Dut from April 1865		3 88	18 71
do	alc	8 20	
Dut from Aug 1861		39	8 64
W. H. Wilson	alc	15 50	
Dut from Aug 1860		1 01	4 51
Thomas Adams New Bond		317 11	
Dut from Aug 1861, 57		80 75	598 05
do	alc	90 40	
Dut from Aug 1861		264	94 54
do to Thomas	alc	1 50	
Dut from Aug 1860		07	1 57
do to Thomas assigned to him			
Edward	Bond	300 00	
Dut from Aug 1861		74 00	374 00
Colman New Bond	alc	168 07	
Dut from Aug 1860		13 43	181 52
Brill & Cohoon	alc	30 00	
Dut from Aug 1860		3 00	33 00
			824 47 02

Commencement of the

Amended Bill of 1861

in the Circuit Court of the County of High County,

Pursuant to a decree of said

court made on the 16th day of Novr 1861

in a suit in Chancery depending in said

court between J. P. Young as trustee of the

of the Marshall & P. Young & the said account

of the Marshall & P. Young & the said account

made on the said account of the said Marshall

and the said account of the said Marshall

and the said account of the said Marshall

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and the said account of the said Marshall

Marshall Islands

in 2 groups
1st group

Marshall Islands

Sept 25/1914

Chickit K.

Receipt

March 2^d 1864

Dear Sir,

In answer to
yours of the 27th ult^o with
its several enclosures for
investments under the act of
1863, it is proper to say that
for the present, I have declined
making any such order, until
I can more clearly see what
is to be effect of the late
financial act of Congress -

while I am holding my
court, this spring I hope to
be better informed on the
subject & will be able to
act accordingly - I had heard
before your letter was rec^d.

that the hat made for me
in Brunswick was delivered
& that it was too small -
my size is $7\frac{1}{2}$ - If you can
have the opportunity of
calling it in please do
so & have another made

Respectfully

Rich. H. Baker

Brown Draft
March 3



Exhibit

Nathl. P. Young Esq
Hicksford
Grumville Co.
Virginia

At Paying acct of Mills & Marshall
 40 2000 Conf 8% 2000.
 " Int 34.20
 pr 7% 140.00

 2174.20

Mar 18 - 64 Keinton & Wren
 At Paying acct of Mills & Marshall
 40 1500 Conf 8% 1500
 Int 25.65
 pr 7% 105.

 1630.65

Keinton & Wren
 Copies List

Produce on the ground
Lies down 30 Report

£

The Commission of Inquiry
To the Clerk of said Circuit Court, Quebec
We Command you to summon John
Doan and William Doan, and
and Marshall, John, Charles, and
and James Marshall, owners of said
mills of Marshall, to appear at the Clerk's
office of our Circuit Court of said
Quebec, at three o'clock for the
aid Court, on the first Monday after
the next day of Michaelmas, or the
Monday next for said Marshall, and
John Doan, and Charles Doan, and
administrators of said Marshall's dec'd
and have due due the said, Witness
my hand at Quebec this 1st day of March
in the 18th, in the 5th year of the said
monarch.

A. P. Young

Copy

Shew,

A. P. Young

Marshall's Lutescent
+ also

p } Lemniscus

Marshall's Lutescent

No. 1000

Whitlock's

Copy

Rules held in the Clerk's office of Isle of Wight
County Circuit Court, the day of April, 1861,
A. P. Young trustee for Mills E. Marshall, and A.
P. Young Thomas Hall adms of said M. E. Marshall
Decd. Plff.

vs. In Chancery.
Joanna Marshall widow of Mills E. Marshall
and Mary T. Alphin, Joseph, Charles, Alice Ann
& Laura Marshall infants of said Mills E. Marshall
Decd. D. M.

This day came the plff. & filed their bill, and
the deft. Joanna Marshall filed her answer to
said bill - And on plaintiffs motion, S. C.
Latimer is appointed guardian ad litem
✓ to the infants defendants & filed their an-
swer, to which said answer general rep-
lications are filed by the plaintiffs.

And at Rules held for said Court on the
day of May, 1861 -

This cause is set for hearing on the
plaintiffs motion.

Copied. Test

A. P. Young clk.

To the Hon: Richard H. Baker, Judge of
the Circuit Court of Islet Wright County,
in Chancery sitting. - Humbly complain-
ing sheweth unto your honor, your
orators, Nathaniel J. Young as Trustee
and said Nathaniel J. Young and
Thomas Hall administrators of
Mills E. Marshall decd. That the said
Mills E. Marshall a resident of the
county aforesaid, departed this life on
the 3^d January 1861 intestate, leaving
a widow named Joanna Marshall
and the following children as his
heirs and distributees at law. To wit:
Mary T. Phelps, Joseph, Charles, Alice
Ann, & James Marshall all of whom
(the said children) are under twenty
one years of age. That the said Nat.
J. Young & Thomas Hall have qualifi-
ed as administrators of the Estate
of the deceased as well appear by
a copy of the order of the County Court
of said county herewith filed marked
"A," as a part of this Bill.
Your orators further state that the
said Mills E. Marshall during his
life time, on the day of
executed a Deed of Trust, conveying the

court house property, store house, & a
moiety of the mill property thereto
adjoining, to the said N. P. Young Trustee
to secure the payment of \$ to
W. W. Joyner & N. P. Young as executors of
Jno. S. Latimer, as will more fully
appear by a copy of the said Trust
Deed herewith filed, marked "B" and
prayed to be taken as a part of this
bill. That after the death of said
Marshaw, to wit, on the
the said N. P. Young as Trustee, accor-
ding to the requirements of said Deed,
& for the objects thereof, sold at public
auction, the property therein convey-
ed, for the sum of \$6140.⁰⁰, and after
the payment of costs of said Trust, and
the payment of the debts then due.
There remained on the 23^d January 1861.
in his hands, the sum of \$2672.⁹³
as will appear by a statement marked
"E" herewith filed. Your orators further
state that the outstanding debts
owing by their intestate, are between
5 and \$600.⁰⁰, to pay which it will
be necessary to see a negro woman
named Pink and her children
four in number & small The

only negro property belonging to the
decedent, unless they be allowed
to take the requisite amount from
the balance remaining in the Trustee's
hands as above stated; and this
they allege is not only desired by
the widow, she being unwilling
to have sold the said negro woman
and children, but will be to the
interest of the children of their
intestate. But your orators not
being certain as to the nature of the
said sum of \$2072.⁹³, whether
it was really or personally (as the
said of the Trust property was after
the death of the deceased) - and
thereupon not knowing what ~~action~~
if any, they as administrators had
over the same, deemed it advisa-
ble to submit the matter to this
Honorable Court, and solicit its aid
in the premises. They therefore
pray, from the unwillingness on
the part of the widow and children
to have sold the said negro woman
and children, on account of the
attachment for them, and believing
that from the present condition of

public affairs that the same would be at a
just sacrifice, that in lieu of selling
the said negroes, whatever sum may
be required to pay the debts of the
deceased, be taken from the said
surplus and so appropriated. And
furthermore, from the unsettled con-
dition of the country, for their safety,
they ask this Hon. Court, to direct
in what manner they shall invest
the residue of said trust fund
which may be left in their hands.
Your orators are without adequate
remedy save in this Hon. Court.

To the end whereof and they pray
that Joanna Marshall the widow
and the said children viz. Mary T.
Alphens, Joseph, Charles, Alice Ann,
& James Marshall be made parties,
defendants. & this Rice, and be compe-
lled to answer the same. That the sum
of the said for the objects aforesaid be
allowed to be taken from the said
trust fund, instead of selling the
negroes, and that all other and
further relief be granted in the
premises which to equity may seem
right, & the nature of the case may require.

R. H. Whitfield J. L.

To the Honorable Mr. Justice of the
Circuit Court of the District of Columbia
in the case of Joanna Marshall
vs a Bill filed against her estate, in this
Hon. Court by A. Sprague, trustee & A. P.
Young & Thomas executors of the estate of
Marshall dec'd

This defendant having answered
excepting & answering to certain of
said bill as she is advised it is material
for her to answer, answering that
that the facts as set forth in said bill as
to the death of her late husband Mills &
Marshall, the children left by him &
also the trust property, the distribution of
the same & said trusts & qualification of
the estate of the dec'd are all true and
verily believes, and that this defendant
wishes in the Court to be heard that a
portion of the said trust property is
a payable debt of the estate of the
dec'd therefore in her answer prays
that the said surplus is subject to the
rights of "Devises" or "Heirs" & the same
she claims & having answered prays hence
to be dismissed

Joanna Marshall Respondent
App. etc.
A. P. Sprague etc.

Marshall Adams

P

}

Marshall Adams

Adams Adams

Copy

the joint & separate answer of Mary G. Apple
us, Joseph, Charles, Alice Ann & James
Marshall infant children of Miller & Marshall
do & by A. P. Pomeroy their guardian ad litem
to a Bill filed against them & do. by A. P. Pomeroy
& Thomas Hall defendants. McCall answered

These respondents saving & excepting for
answer do & answer of said Bill as they are
advised it is material for them to answer,
answering say, that as they are infants
under 21 years of age, they they leave to
submit their interests in the Premise to the
protection of this Hon Court & having answered
and pray hence to be dismissed &c

Wad litem

Copy

Filed,

A. P. Pomeroy

Marshall's adm't

is } Infants and
Marshall's

Marshalls

2 Decr

marshals. This case came on this day to the Court on the Petition of Emma Marshall & of the infant defendants by & opposing their guardian a solemn replication thereto, exhibiting as agreed by Counsel, on consideration thereof the Court doth adjudge order and decree that a Commissioner of the Court take the following accounts,

- 1st An account of the transaction of & opposing as guardian of said Emma Marshall
- 2^d An account of the transaction of & opposing & Thomas as guardian of said Emma Marshall
- 3^d An account of the personal value of said used & particularly of the annual value of the said negroes in the District of Columbia
- 4th An account of the outstanding debts of the said decd, which accounts he must take & report to Court, with any other matters annexed pertinent by himself or required by the parties to be stated.

Copy

Recd

N. S. Young

Full name address

11

Marshall

10000 May 1861

Lo the colored

to the 10000

Copy

The Est. of Miles E. Marshall deceased.
in acct. with Thos Hall. & H. P. Young his Admrs.

1860
Jan 7th

To Cash paid Admrs. tax	1 00
" J. G. Wombles Bacon for Tavern and Servants	12 50
" L. B. Edwards Auctioneer at Sale	7 00
" J. P. Gass Town	22 19
" W. G. Town Coffin and burial expenses	36 00
" Clerk Litcher incident to administration	8 81
" Commission on \$1507.34	75 37

1862. Jan 6.

" Balance and Est. as per contract	1344 47	\$1507 34
" do "		

1862. Jan 7

By amt of Jail fees from Shff.	10 97
" " " " " " " "	20 70
" do Tavern	50 00
" do Stable	15 84
" do Jail fees	6 20

July 23rd

" Do amt of amt of sales and this day	1413 63	\$1517 34

Statement of the value of the
personal Est. of M. E. Marshall.
Negro woman Pink + 4 children
viz. America, Frank, Ellen +
Jacker, valued by appraisers
as per copy herewith filed at
Expenses for keeping do for 561

1625 00

38 00

Statement of the value of the interest of
Joanna Marshad, widow of M. E.
Marshad, in the surplus funds
of said land.

Age of widow on Jan'y 28th 1861. 28 yrs 11 mos
+ 8 days

Expectancy of life on that day 30.29 years

Surplus fund on that day \$2672.93

1/30 of Do. ~~2672.93~~ 890.98

One year's interest, on Do. 53.46

Present value of annuity
of \$53.46, for 30.29 yrs
as per rule in Wilson +

as per Dawson + also 2.5% h.

reports 384 = \$758.50

Present value of Do. per
table A. + Law Journal 1859

Page 10 — \$633.11

Commissioner's Office
Smithfield Sept. 13th 1861

To the Circuit Court of
Said of Wight County 3

Pursuant to a
verdict of said court made on
the 16th day of May 1861. in a suit
in chancery, depending in said
court between A. P. Young as Torsen
for M. E. Marshad + J. P. Young and
T. Hall as adv. of M. E. Marshad & J. P. Young

+ Danna Marshall widow of said
Decedent + Mary D. Phelps, Joseph,
Charles, Alice Ann + James Marshall
infants of said M.E. Marshall; The
undersigned one of the commissioners
of said court, to whom was referred
for settlement by said Decree,
The accounts of the transactions of
N.P. Young as Trustee for M.E. Marshall
of N.P. Young and J. Hall account
of M.E. Marshall, of the approved
estate annexed hereto of said
Decedent, and of the outstanding
debts against said Estate, reports
to the court that on the 1st day of Augt.
last, he issued notices to said parties
requiring them to attend the settlement
of said accounts, before him at his
said office on the 13th of September
last, which notices were acknowledged
as served by R.B. Whitfield attorney
for all of said parties; that he
posted notice of the taking of said acct.
of debts on said day at the court
house door of said County - on the
first day of the County Court at the
August + September terms last. That
the said Plaintiffs appeared pursuant
to said notice, and he then and there exam-
ined the vouchers, stated and settled
the foregoing acct. of the transactions
of said account, shewing a balance

due by them as of the 6th of January 1867
of \$1344.07; that there being here no
transactions of said Trustee since the
last af. filed in this cause, said af.
showing a balance due from said
Trustee of \$2672.⁹³ on the 23rd of Jan'y. 1861
was adopted as correct by said attorney.
From the vouchers of the creditors of said
Estate, filed and proved before him, he
has ascertained the aggregate of said
debts with interest to the 18th of October
1861 to be \$244,702. That the value of the
shares as per appraisement is \$1625.⁰⁰
of an annual revenue of \$3000. The
present value of the interest of James
Marshall in the Trust fund was
made up at the request of N.D. Gonyea
and is according to the rule in Wilson
or Dawson in 2 R.R. reports \$738.50
The special statement according to
_____ tables reported in 2. L. Journal
for 1859 is \$633.11. Given under
my hand as correct. ~~of records.~~
of the said the day & year first aforesaid.
A. B. Stoyan

Time 40 hours
Fee \$30.00

W. H. H. & Co
or J. H. H. & Co
Report

W. H. H. & Co

14. 20. 1861 filed

An account of Debts against the
Estate of Mills E. Marshack.

John Edwards	Bond.	5 98	
Sub. from Feby 10 th 1860.		59	6 57
Do.	Acct.	14 50	
Sub. from Jan'y 1 st 1861.		70	15 21
Charles Edwards	Acct.	4 50	
Sub. from Feby 1 st 1861.		21	4 71
Geo. St. Jordan	Acct.	27 00	
Sub. from July 1 st 1861.		48	27 48
Merit Briggs	Bal on Note	56 93	
Sub. from July 5 1860.		4 38	61 31
Do.	Acct.	10 15	
Sub. from Jan'y 1 st 1861.		48	10 63
Wm Gray	Due Bill	1 96	
Sub. from June 5 th 1860.		16	2 12
Jos. B. Clegg	Acct.	39 74	
Sub. from Jan'y 1 st 1861.		1 88	41 63
Timothy Edwards	Acct.	4 38	
Sub. from Jan'y 1 st 61		71	4 59
Thomas Hare	Bond	775 00	
Sub. from Nov. 5 th 1860		9 92	184 92
Do.	Acct.	3 24	
Sub. from Jan'y 1 st 1861		15	3 39
Elizabeth Chapman	Bal on Note	18 18	
Sub. from Jan'y 7 th 1860		1 02	19 20
Richd B. Edwards	Due Bill	11 00	
Sub. from Feby. 6 th 1860		1 12	12 12
Do	Do.	10 00	
Sub. Dec. 14 th 1860.		1 02	11 02
N. J. G. G. G.	Bond	400 00	

Int. from Jan'y 23 ^d 1858.	89 67	489 67
Do. acct.	6 54	
Int. from Jan'y 23 ^d 1858.	1 46	8 00
James M. Saunders } Balanc'd out round }	73 44	
Int. from Sept. 4 th 1860.	1 41	24 85
S. G. Boykin acct.	31 50	
Int. from Jan'y 1 st 1861.	1 52	33 82
	\$ 960. 73	
amt carried over.		960 73
S. G. Boykin Due Bill	6 58	
Int. from acct. 4 th 1860	40	6 98
F. L. Latimer Due Bill	14 00	
Int. from July 29 th 1859	1 87	15 87
Do. acct.	31 36	
Int. from July 18 th 1861.	47	31 83
Do. as adv. of Francis J. J. J.	20 00	
Int. from Jan'y 1 st 1861.	96	20 96
Do. as adv. of Do. acct.	2 35	2 35
Int. from Jan'y 1 st 1862		
Rogers & Langley acct.	81 75	
Int. from July 22 ^d 1860	6 49	88 24
Joseph Sletten Due Bill	21 00	
Int. from Feby 1 st 1860	2 16	23 16
Do acct.	16 48	
Int. from Jan'y 1 st 1861.	79	17 27
L. B. Harpden acct.	5 00	
Int. from Jan'y 1 st 1860	52	5 52
John G. W. Noble Ac.	58 97	
Int. from Jan'y 1 st 1861	7 82	61 79
Wm. Gray Due Bill	1 96	

Int. from June 5 th 1860	16	2	12
C. C. Chalmer acct.	2	75	
Int. from Jan 1 st 1861.	13	2	88
W. H. Thomas acct.	9	45	
Int. from Jan 1 st 61	45	9	90
J. H. Daskill Lister			
for R. I. Lurbee Bond	16	21	
Int. from May 23 rd 57.	4	28	20 49
Josanna B. Marshall ac.	30	00	30 00
Int. from Jan 1 st 1862.			
Amount carried down			\$1300. 07
Martha A. Vellines acct.	3	50	
Int. from July 1 st 1860.	26	3	76
Thos. W. Daskill acct.	9	62	
Int. from Jan 18 th 1861.	43	10	05
Jesse Whitley acct.	8	00	
Int. from Jan 1 st 1861	38	8	38
Miles Edwards due him	15	62	
Int. from Apr 16 th 1858	3	28	18 90
Do acct.	8	25	
Int. from Jan 1 st 1861.	39	8	64
S. J. Wilson acct.	13	50	
Int. from July 18 th 1860	1	01	14 57.
Thomas Adams & Co. Bond	31	7	11
Int. from July 16 th 1857.	80	97	398 08
Do acct.	90	90	
Int. from Feby 18 th 1861.	3	64	94 54
John C. Thomas acct.	1	50	
Int. from Jan 1 st 1860	07	1	57
A. A. Jordan assignee of			
Walsworth Jordan Bond	300	00	
Int. from Sept 8 th 1857.	74	00	374 00
(over)			

W. C. Marshalls Est.
 acct of Debit.

Levorsen + Jordan	act	168	07	
Int. from June 18 th 1860.		13	45	181 52
Bills and Levorsen act.		30	00	
Int. from July 18 th 1860.		7	00	33 00
				\$2447.02

Mills & Marshall
In acct. with N. P. Young - his Trustee.

1861

Jan'y 23 ^d	To This amt. Ad. W. J. Latimer assignee of Wm. H. Joyner bal. due one of the bonds secured by deed of Trust.	770 17
" "	To Do. paid W. H. Joyner gov. of Latimer orphans assigned in full of two Bonds secured by deed of Trust	2560 10
" "	" Do. T. Hall auctioneer of Trust Sale	2 50
" "	" Trustee's Commission on \$300. ⁰⁰	15 00
" "	" Do. on \$5840. ⁰⁰ @ 2 per cent	116 80
" "	" Commissioners fee for this ret.	1 50
" "	" Clerk's Do. for recording	1 50
" "	" Balance due by Trustee as per Contra	2672 93
		\$6140 00

1861

Jan'y 23^d *Let*
By rent of sales of Plantation
mill under deed of Trust

	\$6140 00
	\$6140. ⁰⁰

Commissioners Office
Smithfield, March 20th - 1861
To The County Court of said County
Your comms. reports to the court
that N. P. Young, the Trustee of
Mills & Marshall, has exhibited

before him a statement of all
money recd. by the said Trustee
or wife, which he had become
chargeable with, or had disbursed
during the periods embraced in
the foregoing acct. together with
the vouchers for the disbursements
that he finds a balance of
\$2672.⁹³ to be due by the said Trustee
to the said Trust Fund; on the
23^d day of January 1861, which amt.
is due by bond, bearing interest
from that date. That the said
Trustee. That the said Trustee was
embraced in the list of financiers
whose accounts were to be
laid for settlement, posted at
the front door of the Court house
of said County, on the 1st day of
March Court last & on the date of
this report (the said having
closed since the same was
thus posted). The foregoing acct.
was made up and completed
given under my hand as Comm.
of said Court the day and year
first aforesaid

C. B. Haynes Com.

In the County Court of Essex & High
County, May 5th 1861. The foregoing
acct. having been filed in the

clerk's office of said court for
an month and no exceptions
being filed thereto, was waivd.
by the said court and ordered
to be recorded.

Teste.

A. A. Young c. c.

Attest
A. C. K. Yester

F. B. Lattin D. C.

Miles E. Marsh
sued with
A. D. Green, Junr

Marshall and others

17

3

On the

Marshall and others

The same case on the
day, the again the a order of
formed, read from the report of the
the, since in pursuance of the order
entered in this cause on the 16th day of May
1861, to which objection the said
was a great objection, on the same
motion the order was ^{the} made, and is not
affecting the order made, but the
said J. P. Young trustee of the
Joanna Marshall widow of John Marshall
out of the fund given in this cause, and
by the report of the said J. P. Young
the interest thereon from the 23rd January
1861, being the same value of the same
interest in the said trust fund, and the
court doth hereby order and decree
that J. P. Young & his heirs have a
paid mill of the said decedent, out of the
balance of \$1344⁴⁷ which is to be due to
them, the said J. P. Young & his heirs as above
said, out of the balance of the said fund
in this cause, as per the said order of the
court & then pay the ^{interest} of the said
mill of the said decedent, the amount of the same

respectively as shown by the report of Court
Mayday Comair. And the Court do not
further adjudge or give advice that the
Court of this Court take further account
of our standing debts due by the said Mrs.
Emmance & make report

Copy
Gale

1000
1000
1000

1000

1000

1000

1000

1000

1000

Sever's account of Debts.
against the Estate of Miles E. Washburn.

First Class

H. B. Willows acct. for ading. sale	1 75	
Dut. from Jan'y 1 st 1862	04	1 79
Joanna K. Marshall acct. for keeping figures for 1862		
Value on May 16 th 1862	48 19	
Total amt of debts 1 st class		49 98

Second Class

Nathan H. White Bal on hand	35 14	
Dut. from March 12 th 1856.	10 91	46 05
John K. Purdie acct.	2 00	
Dut. from Jan'y 1 st 1861	16	2 16
Isaac Vellines acct.	86 87	
Dut. from Jan'y 1 st 1861	7 17	94 04
J. B. Norfleth acct.	5 70	
Dut. from Jan'y 1 st 1861	47	6 17
A. D. Calvert acct.	5 25	
Dut. from Jan'y 1 st 1861	43	5 68
Elizabeth Hall Bond	109 00	
Dut. from March 15 th 1860	14 18	123 18
Do Bond	50 00	
Dut. from March 15 th 1860	10 41	90 41
Do Bond	114 00	
Dut. from Decr. 25 th 1860.	9 52	123 52
Elizabeth Daniel Bond	105 00	
Dut. from Jan'y 1 st 1861.	8 66	113 66
W. H. Stephenson acct.	2 88	
Dut. from July 1 st 1859	49	3 37
Geo. W. Burt acct.	3 81	
Dut. from Jan'y 1 st 1861	31	4 12
(over)		

W. F. Jordan	1 Bond	12 00	
Sub. from Sept. 8 th 1858.		2 52	14 52
Allison & Co. (Firm regd)		18 55	
Sub. from Jan. 1 st 1861		1 52	19 87
Samuel Eley Esq. (Bond)		244 63	
Sub. from Jan. 1 st 1856.		93 60	338 23
			\$ 984 98

amt. carried over			984 98
A. J. Darden a/c.		11 10	
Sub. from Jan. 1 st 1861		92	12 12
James T. Hall a/c.		36 91	
Sub. from Jan. 1 st 1861		3 05	39 96
Wm B. Allen a/c.		6 04	
Sub. from Jan. 1 st 1861		50	6 59
Wm H. Kinsworth a/c.		3 00	
Sub. from March 1 st 1861		24	3 24
Harris Chapman a/c.		40 60	
Sub. from Jan. 1 st 1861		3 35	43 95
" a/c. (Last Bond)		59 65	
Sub. from Aug. 1 st 1858.		13 58	73 77
			\$ 1164 01

John F. Thomas agent			
for Thos. Adams	3	16 73	
Sub. from Jan. 1 st 1861.		1 38	18 11
			\$ 1182 12

amt of debt of 1 st class		49 98	
do 2 ^d "		1182 12	
Total amt. of debts		\$ 1232 10	

Time employed in writing notices, receiving
proof of claims, stating af. and
writing report. 23 hours. Fee \$17.²⁵,
Chg. N. J. Young.

Commissioner's Office
Smithfield March 5th 1862.

To the Circuit Court of
Salem High County.
Pursuant to a decree of said Court, made
at the special December Term 1861, in
a suit in Chancery, depending in said
Court, between N. J. Young as Trustee
for M. E. Marshall & N. J. Young and
J. Hall administrators of M. E. Marshall
Estate, and Hannah M. Marshall widow
of said M. E. Marshall & Mary T. Alpheus,
Joseph, Charles, Alice Ann and James
Marshall, infants of said M. E. Marshall.
The undersigned, one of the commissioners
of said Court, to whom was referred
for settlement by said decree, the
accounts of the outstanding debts,
due by the said M. E. Marshall not
proved and reported in the former
report herein, reports to the Court that
on the first day of January and February
counts counts last, he posted notice of
the time and place of taking said
account of debts at the front door of
the C. Ct. of said County and on the 1st
of Feby. last, he issued notices to

all the foregoing parties requiring them
to attend the settlement of said
account at his said office on the 15th
of Feby last, the day and place
named in the notices aforesaid, posted
at the ~~est~~ door. That the notice aforesaid
issued to the parties was returned to
with the service acknowledged by W. H.
Whitfield attorney for all of said
parties. That pursuant to said notices
the several creditors mentioned in the
foregoing report appeared before him
and proved their respective claims
amounting in the aggregate inclusive
of interest thereon to the 15th day of May
1862 to the sum of \$1232.⁴⁴, all of which
are of equal dignity, except those
reported, and on the head of first class
amounting to the sum of \$49.⁹⁸ —
which being expenses of administration
are preferred debts.

Given under my hand at court house,
aforesaid the day and year aforesaid.

A. B. May

installs as and
or 3 in January

installs as

installs as

Report

March 14th 1862
ced

Marshall adm. & als.

vs. J. Deane

Marshall and als.

The death of Thomas Deane one of
the administrators of Mills & Co.
Marshall decd. being suggested
it is ordered that this suit abate, as
of him. And this cause coming
on again to be heard on the papers
formerly read, and the 2^d report of
C. B. Hayden Comm. made under an
order entered herein at the special
term of the court, of the 20th Decr.
1861. to which no exceptions have
been filed, and was argued by
counsel, on consideration whereof
the court confirming said report
doth adjudge order and decree
that the said N. S. Young as Trustee
for Latimer & als, and as adm.
of Mills & Co. Marshall decd. render
before C. B. Hayden a Comm. of this
court, a further account of his
transactions as trustee and as
administrator as aforesaid, also
what sums remained in his hands
in the capacities aforesaid and
what disposition thereof has

Marshalls admors.
or 3 Decree

Marshalls sale.

May term 1867.

To be entered.

R. A. Parker

been made of the same, how
invested, and the balances
remaining in his hands: who
will state and report the same,
with any other matters deemed
pertinent by himself, or may be
required by the parties to be so
stated.

Memo

The report of Commissioner Hayden ("3. Report")
made under decree in this cause of May term
1867, is not copied hereunder as it is filed
with the Bill of the Complaint. Noyes v. wife &c.,
in Marshall's adm. 1865.

A. J. Young clk.

Marshall Trustee & all.

or. { suchoney
Marshall and all.

This Cause in which the marriage
of the defendant Joanna K. Marshall
with Morris & the death of the
said Morris leaving the said
Joanna K. Morris surviving, it
is ordered that this suit proceed
in the name of the said Joanna
K. Morris - come on this day to
be heard on the papers formerly
read and on the report of counsel.
Hayden made a decree of May
term 1867, and was argued by
counsel, on consideration whereupon
the Court confirming said
report & which no exceptions
were filed, doth adjudge order
and decree that the investment
shown by said report & have
been made on March 18th 1864
in Confederate 8 percent bonds
by N. P. Young of the funds in
his hands as trustee for M. E. Marshall
and as adm. of M. E. Marshall be
confirmed and that said N. P.
Young be discharged from an

Marshall Lumber
v. Adams

Marshall v. Adams

George Adams

May Term 1868.

To be entered

B. H. O.

liability thereof, and the court
costs for the adjudge order and
decree that this cause be removed
from the docket.

I Certify that the foregoing is transcript from
the record in a suit in chancery lately de-
pending in the Circuit Court of Isle of Wight
County, wherein the parties mentioned in said
records were plaintiffs and defendants.

Given under my hand as clerk of the
said Court, April, 1847.

A. J. Young Clk

Hapner et al.

" } In ch.

Marshalls' adm. et al.

Copy of record in
the old suit of
Marshalls' adm. et al.

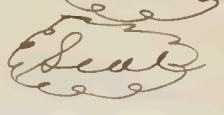
"
Marshall et al.
filed with the
Dist. Court as
as Ex. A.

October

This deed made this 18th day of ~~November~~
in the year 1854, between Mills & Marshall
of the one part and Nathaniel J. Young
Trustee of the other part, Witnesseth.

That the said Mills & Marshall do
grant unto the said Nathaniel J. Young
the following property to wit: a tract
of land known as the "Court house"
tract, containing four hundred acres
together with one moiety said & grist
mills thereto attached, also one other
tract - small tract, supposed to con-
tain two acres lying adjacent to the
first tract, both of which said tracts
having been this day conveyed by
Wm. W. Joyner and N. J. Young Executors
of John S. Latimer decd: and from
Francis W. Latimer widow of said
John S. Latimer decd: to the said Mills
& Marshall by deed of record in
the Clerk's Office of Isle of Wight.
in trust to secure the payment of
five several bonds for twelve hun-
dred dollars each, executed by the said
Mills & Marshall, with Thomas Hare
and Thomas M. Daskie his securities,
to the said Wm. W. Joyner & N. J. Young
Executors of John S. Latimer decd:

dated each on the 18th day of October
1854, and payable on the 18th day of
October 1855, with interest from the
15th of December 1854. The said Mills
& Marshall covenants with the said
N. J. Young, he well warrant generally
the property hereby conveyed and
the said N. J. Young covenants that
he will execute this Trust according
to law. Witness the following signatures
and seals.

Mills & Marshall 
N. J. Young 

In the Clerk's office of the of High
County Court Nov. 21st 1854. This Deed
was read, and was acknowledged
by Mills & Marshall and Nathaniel
J. Young Trustee, the parties thereto
and admitted to record.

Teste

J. B. Latimer D.C. for
N. J. Young Clerk.

A copy Teste.

W. A. Edwards D.C.
for N. J. Young Clerk.

M. C. Marshall
to } ^{copy} Trust Deed

J. P. Young

B

Exhibit
filed with
recd of
J. P. Young

before me, R. P. Thomas counsel for the
defendant for the purpose of depositions.

The deposition of A. P. Young taken on
on the 31st day of March A.D. 1877, is he
read as evidence on behalf of A. P. Young
admiral of Mills & Marshall, and A. P.
Young trustee under deed of trust
from M. E. Marshall; and Wm. Thomas
counsel for the plaintiff in the annexed
matter at the time and place mentioned
therein. In the presence of S. B. Burroughs
counsel for plaintiff, and A. B. Haydon
and R. P. Thomas counsel for defendant.

The plaintiff by their counsel
object to the taking of any deposition
in this cause until the defendant shall
have filed his answer.

The said witness A. P. Young
being duly sworn deposes and says, as
the following questions.

The plaintiff by their counsel object
to the examination of the said A. P. Young
as a witness in this cause, he being a
party to the matter and interested in the
outcome thereof; which objection
was overruled by the Commissioner, and
thereupon the said witness was examined
as follows.

Ques to A. P. Young.

Explain why the sale of the real estate of

Mills & Marshall, under his last will and the Will of his son, as made in & soon after his death.

Answer,

Mr Marshall took the title of the Court House, which was the most property, Mr. the adm^r, Mr. Hall and myself, were advised by counsel that it was better to let the title go and let the property be sold and the proceeds be used to pay the debt and the balance be used for the purpose of raising the title. The estate advised by this will, before close the will, & what the debt was. The will would be advised as advised by counsel. And for the purpose of the will, that it was better to let the title go and let the property be sold and the proceeds be used to pay the debt and the balance be used for the purpose of raising the title. The estate advised by this will, before close the will, & what the debt was. The will would be advised as advised by counsel. And for the purpose of the will, that it was better to let the title go and let the property be sold and the proceeds be used to pay the debt and the balance be used for the purpose of raising the title.

2^d Ques

What whether or not it was necessary for the payment of the debt, that the will should be made in such a way.

Answer

Let was, Mr. Joyner & myself were the executors of the will, and we were aware of the fact that the proceeds of the title

accordingly; the money being deposited
 ser of the proceeds on the 2nd of January
 1861. Paid the expenses of the sale, and the
 balance money, which was paid over to
 the State of Tennessee. (Wm. A. Womble, ac-
 count his bond was a receipt for \$238⁰⁰,
 and for the balance of the bond was
 the receipt his bond of the State of
 Tennessee. (I think it was the
 guarantee) for the balance of the debt
 secured by the trust deed, which bond
 was payable on demand.

The bond was made for \$238⁰⁰ and
 was frequently paid as follows.
 On the 8th Decr 1861 \$1100⁰⁰ on the 1st day
 of April 1862 \$600⁰⁰; on the 2nd March
 1863 \$300⁰⁰ and on the 7th Feb 1863 \$38⁰⁰ of
 the balance. The statement of the expenses
 made at the time, together with the bond
 of Wm. A. Womble with the receipts thereon
 herewith filed marked A 970.

4th Decr 1861 To what extent the decree of Decr 1861
 was executed; directing the payment of
 creditors & Miller & Co. on the 1st day
 in the hands of the adm^r, and in the
 hands of some other parties.

Was met After the decree directing the payment
 a statement was made & received in

5

among the several creditors out of
 the fund and I intended to pay the
 creditors as fast as I could. He was
 then in existence and I found it neces-
 sary to see the creditors, some of them
 being in service and others in distant
 counties. To facilitate these payments
 the said statement together with such checks
 as had been made out for creditors not
 previously delivered to them, together with
 funds for these parties, for whom
 checks had not been made out, were
 given to Messrs. Thomas Adams & Co.
 over clerks in Philadelphia, with power
 to hand funds as aforesaid, so that the Thomas
 Adams & Co. might pay to the creditors when
 they could see them the amount due them,
 with a request from me to do so. This
 statement remained with Thomas Adams
 & Co. who paid off some of the creditors for
 some time, not very long. The statement was
 afterwards called for by Thomas Adams
 & Co. and I proceeded to pay such
 of the creditors as I could see, and the
 statement was retained by me until May
 1862. At the May term of the County Court in
 1862, the court made an order directing the
 records of the County to be removed from the

events. On the 15th day of August, 1864,
 after the execution of Marshalls
 by Col. Anderson, the records were removed
 from the office to a place of safety, & taken
 to the County of Greenville & Brunswick,
 & being deposited the Court moved to Greenv-
 ille temporarily during the war, that it
 might be accessible to the records & for the
 further reason that I had been advised
 by Gen. Davis not to remain in the
 County, then I moved there & secured the
 records & other articles of value. Before
 leaving, which was on the 15th day of Au-
 gust, I deposited the records in a safe
 which resided at the Court House, the afore-
 said statement of amounts due the cred-
 itors of Marshalls, together with checks
 made out for such of the creditors as had
 not been paid, on the 15th day of
 Richmond with the records that the Court
 and its representatives to pay the creditors
 the checks and other due records, which
 the Court did not do, and did not a-
 certain extent, which were not paid
 with the receipt of the parties in Court
 thereon, is filed herewith marked & is
 attached to the Court Records report
 in the suit of Marshalls and et al.

The small sum underdressed in paid
 since of the 18th day of May 1867, a certified
 copy of which report of Amos Lawrence Mar-
 shall his file as accounting with com-
 mandant Pitt; and by further payments
 as shown by additional receipts which
 are likewise given with Amos Lawrence
 his report.

2nd Que

These receipts payments made the sum
 of \$1000.00, which were also received all
 on said statement &c. if produced &
 produced.

Ans

I have together examined, to wit, Roger
 & Langley, Amos Lawrence Marshall, John
 William Adams & Thomas Jones &
 John Le Prince, Esq. & Pitt, Amos
 Lawrence & his commandant their re-
 cepts, & receipts; the receipts of said parties
 are produced and certified to by Marshall
 A. These receipts were taken from the
 parties paid in accordance of those receipts
 on the statement of expense, the amount
 having been paid to them as shown by
 them; and as having no claim on
 my possession I have written me
 a memorandum of the amounts due
 the creditors, & what I could pay them
 when I could see them.

Spanish creators of Marshall's war, might
 be more readily be paid, for the same
 reason that I consider no more than
 paid in Spain. (When I returned home
 a few days after, I. D. Alvarado showed
 my country being at the time, I
 found me that he had a few dollars
 in a few days, I then had a few dollars
 \$2000 I. D. Alvarado showed me
 and in the same way I was
 to my mind a better value than
 Marshall, which I had received from
 the situation of affairs, which I had
 before, and I had a few dollars
 with me, and I was a few dollars
 more of which I had a few dollars
 more.

8th Que

How much compensation was
 the sum of \$2000 was paid
 to him I think at the price paid by
 him, was a good and judicious sale, and
 your reasons for such opinion.

Ans

I think it was an admirable sale, so thought
 by all persons so far as I heard any
 suppression of opinion. There were many
 persons present 150 or 200 or more.
 My reason for my opinion are, I think
 I think, that are not a critic, that it was

13

10th June.

1872

17

...the ... of ...
... therefore ...

14 Ques

Did you understand from the Bank
of ... whether or not in making
the ... of deposits in ...
... under the ... of the ...
... the Bank ... making ...
... General ...
... ?

Ans

... understanding ...
... the ...
... all in ...

15 Ques

Has any ... of the ...
... with the ...
... the ...
... Bonds ... or not it was
practicable to pay ... to the
parties to the ... or to the distribution
at ... of ...

Ans

... Bonds
it was ... pay ...
... the ... or to the distribu-
tion; as ...
... the ... to be paid before
distribution, which ...
... it ...
... this ...

16 Ques

Can ... or not ...

Letting for you as with the former
 from the 4th and 11th and 12th
 or leave the land on which the
 Bank is built? and your reasons for
 such opinion.

Ans

I find, from the notice from various
 Banks, that the same are all
 opposed to this great measure. They
 a certain day, which I do not think, they
 their depositors the paid deposits, would
 be involved in considerable numbers of
 individuals, and it is believed that
 would be the result, as the
 remaining funds of the Bank for the
 of the Bank, and the other banks.
 This advice is not acceptable to Judge
 Baker for an order authorizing me to
 make the investment, as it would be more
 likely to be successful in the case of the
 Bank than in the case of the other
 Banks. I have written to the other
 Banks in regard to the same. Since
 immediately got Col John P. Chamberlain to
 draw the order from the Bank, and he
 made the necessary arrangements and
 forwarded the same to Judge Baker. He
 was then in Livermore County, who de-
 clined to order the investment at that
 time for the reasons mentioned in a letter

to me which is therein filed & marked I
 I then saw Judge Coynes in Petersburg,
 advised with him as to what I had the idea
 this advice was that unless I made the
 instructions the Court would not be
 they might be going down to the
 Court, the Court is in the in the
 Court House. He stated at the same time
 that it was not important, that the Court
 would be made before the Court, of
 Court the Court would be made, of
 then made the instructions in the Court
 returned into Court before the Court.
 I considered it best to make the Court
 must appear, that is to say the Court
 as it is.

1st Ques

Cross Examination of John Brown,
 Was the Trust Property sold by you as
 trustee of Miss Marshall, and the security for
 the debt due Latimer & Co?

Ans

I was ordered by the House to do so,
 that was the difficulty, the same was done
 in the House of Representatives, and the
 same was done in the House.

2^d Ques

What part of the property was sold by you
 as trustee?

Ans

It was sold

3^d Ques

What portion of the property was sold by you
 as trustee?

the trust & debt was paid to the master of
Lancaster.

Ans

One of the objects was, my impression is
that the whole of the cash deposited at street
was paid to Mrs. Lanyon by her father
Mr. Doane one of the executors but all not
in my possession

4th Ques

What portion was paid to Mr. Doane as
the part of the share of Lanyon

Ans

\$9500⁰⁰ and \$77⁰⁰ was paid to Mr. W. J.
Lanyon as assignee of Mr. Doane of
one of the bonds secured by the deed.

5th Ques

Did this money become the share of
Lanyon & Lanyon

Ans

Yes it became the share of Lanyon & Lanyon
the children & the rest of the money & Lanyon
was not to receive it

6th Ques

Did the money come to you as executor
and Lanyon, that the money was the
money of Lanyon & Lanyon & Lanyon
of the money & Lanyon & Lanyon

Ans

Yes it was, yes it was that it was
in the money

7th Ques

Did Mr. Doane as part of his share
receive that money in cash or in bonds

Ans

\$500⁰⁰ in cash, or at least via Lanyon

8th Ques

Did Lanyon & Lanyon & Lanyon & Lanyon
At what time were they given?

Ans. They were furnished on demand.

9th Ques. Where were these books kept?

Ans. I think they were in a room

10th Ques. Was any person admitted to them?

Ans. I said was admitted on French paper
paid to Cooper, because it is not our cus-
tom to admit a person without a re-
commendation on it, whereas the French
representatives thought it necessary. They
came here & then in Feb. 1822 left.

11th Ques. Was Labaree's depositions taken in 1822?

Ans. I am not certain but think it was in 1822
there was a gentleman a general I think
for the General Court.

12th Ques. How much charge was paid to Cooper
before Court day, with a balance
due to him on the 25th of Jan. 1822?
He said \$2500, I am much of this paid in
cash at that date.

Ans. None of it was in cash at that date, and
now recollect; Nevertheless I had been under
the misapprehension that the Note was
made only for \$1000 by 2000, but now
remember, that the Note was made a
month or two before the 25th of Jan.

13th Ques. How was money in the Note properly paid
under the Trust and at the same time under
the Note & not upon the same?

22
Sus

My impression is that it was.

Benjamin a son of
of Charles the first of the name of the
first of the name of the first of the name of the
1817

State of Virginia
Great Magistrate's Court:

J. R. & P. P. a
certain part in the name of the first of the
court of the county of the name of the
state, do hereby certify that the foregoing
and others were duly taken and were
examined before me and were found to be
true and correct.

Given under my hand this 22nd day of
March 1817

J. R. & P. P. a
Copy
J. R. & P. P. a

Fee for copy 875-

Наконецъ

2. In case

Marshallsan

Definitions of
A Propositional
with its answer,

Copy.

Exhibet

\$500

\$500

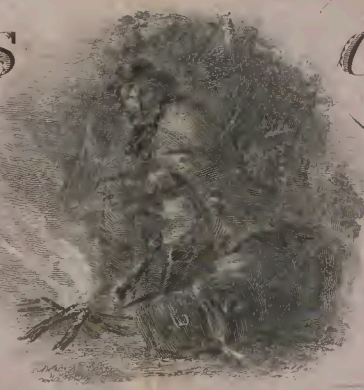
Seven Per Cent February 20th 1863.

Confederate States of America Loan.

AUTHORIZED BY ACT OF CONGRESS

C.S.A. of FEBRUARY 20th 1863.

N^o
12638



N^o
12638

On the first day of July 1868 the Confederate States of America will pay to the Bearer of this Bond at the seat of Government or at such place of deposit as may be appointed by the Secretary of the Treasury the Sum of **Five Hundred Dollars** with Interest thereon from date at the rate of Seven per Cent per annum payable semi-annually on the surrender of the annexed Coupons. This Contract is authorized by An. Act of Congress approved 20th February 1863. Entitled: "An. Act to authorize the issue of Bonds for funding Treasury Notes, and is upon the Express Condition that said Confederate States may from time to time extend the time of payment for any period not exceeding thirty years from this date at the same rate of interest upon the surrender of the Bond."

In Witness Whereof the Register of the Treasury in pursuance of said Act of Congress hath hereunto set his hand and affixed the Seal of the Treasury at Richmond this second day of March 1863.

\$500

Entered *SES*
Recorded *WV*



C. A. Rose
Register of the Treasury

\$500

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due July 1st 1863
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due Jan^y 1st 1864
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due July 1st 1867
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due Jan^y 1st 1867
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due July 1st 1866
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due Jan^y 1st 1866
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due July 1st 1865
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due Jan^y 1st 1865
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due July 1st 1864
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y

C.S. LOAN FEB. 20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN⁰⁰ DOLL'S
for SIX MONTHS INTEREST due Jan^y 1st 1864
on BOND N^o 12638 for \$500.
M. F. Camp for Reg^y of Treas^y
July 16

Chute
1

1/2
1/2
1/2
1/2

1/2
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\$500

\$500

Seven Per Cent February 20th 1863.

Confederate States of America Loan.

AUTHORIZED BY THE ACT OF CONGRESS

C.S.A. FEBRUARY 20th 1863.

No. 12637

No. 12637



On the first day of July 1868, the Confederate States of America will pay to the Bearer of this Bond at the seat of Government or at such place of deposit as may be appointed by the Secretary of the Treasury the Sum of **Five Hundred Dollars** with Interest thereon from date at the rate of Seven per Cent per annum payable semi-annually on the surrender of the annexed Coupons. This Contract is authorized by An. Act of Congress approved 20th February 1863, Entitled: An. Act to authorize the issue of Bonds for funding Treasury Notes, and is upon the Express Condition that said Confederate States may from time to time extend the time of payment for any period not exceeding thirty years from this date at the same rate of interest upon the surrender of the Bond.

In Witness Whereof the Register of the Treasury in pursuance of said Act of Congress hath hereunto set his hand and affixed the Seal of the Treasury at Richmond this second day of March 1863.

Entered *JSZ*
Recorded *WN*



C. F. Rose
Register of the Treasury

\$500

\$500

C.S. LOAN FEB:20th 1863.
The Confederate States of America
Will pay to bearer SEVENTEEN³³/₁₀₀ DOLL'S
for SIX MONTHS INTEREST due July 1st 1863
on BOND N^o 12637 for \$500.
M. F. Camp for Reg^y of Treas^y

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Vertical handwritten text in the center, possibly a signature or name.

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Handwritten text in the bottom right corner, possibly a signature.

Small handwritten mark or signature on the right side.

Vertical handwritten text in the center, possibly a signature or name.

Handwritten text in the bottom left corner, possibly a date or address.