

1889-009 Chancery Causes: James Thomas & John E. Adams' trustees VS Thomas & Adams, William D. Folk
Sale of Wight County + al Folder 1
James Thomas & John E. Adams' trustees VS N. P. Young & al

Plat

other surnames: Cofer, Peetlow,
Gay, Holland, Fulgham, Reed
[Thomas A. Hardy & Sons], Brickhouse
[Whitehead & Brickhouse], March,
[James Reed Company], Gamage
[S. March & Company], Blunt, Joyner
[H. F. Heimer Brothers], Hofheimer,
Henry Wise, [Broughton & Maltby],
Broughton, Maltby, Leigh, Lawson
[James V. Leigh & Brother], [William
F. Allen & Company], [Farmers &
Merchants Loan & Trust Company],
Goodson, Cawson, Hawkins, Whitefield
[Whitehead & Turner], [E. Vance
& Company], Emerson, Randolph,
Warren, Hall, Stallings, Ramsey,
Holt, Crocker [Farmers & Merchants
Savings Bank of Smithfield], BURRUSS,
[BURRUSS & Company], [BURRUSS, SONS
& Company], [Adams & Day], [Hofheimer
Brother & Company], Awell, Pierce
[Noah Walker & Company], Alley, Herrant,
Predmore, Blount, Morrison, Core
[Thomas & Core], Goodridge, Post

Petition of Barham & Stephenson & Swaltney & Delk

Petition of M. E. Price & W. H. Barlow

Petition of George L. Nettle

Petition of R. B. Allen, assignee of D. L. Cherry

& Son

Petition of L. B. Edwards; actng. of John W.
Edwards & al

Petition of William H. Turner & John B. Whitehead

Petition of John C. Thomas

Petition of William A. Wamble

Petition of John W. Mitchell & al

other surnames: Hayden, Getz,
Boykin, Cary, Clarke, Duck,
Purdie, Chalmers, Hodges, Day,
Cook, [Hardy & Brothers], Clark,
Hardy, Barham, Stephenson, Delk,
Gwaltney, Cherry, White, Bokin,
Goodrich [Thomas, Adams & Company],
Jordan, Chapman, Wrenn, Casey,
Rouse, Watson, Douglass, Daniel,
Atkinson, Pastuer, Sprattley, Walker,
Whitley, Boggs, Darden, Vellines,
[William T. Harrison & Company],
Harrison, [Getz Brothers], Hartman,
[Hartman & Whitehill], Whitehill, Watt,
Ashton [Watt & Knight], Knight, Britt,
[Davis & Brother], Davis, Vance,
[Vance & Company], Santos Eley,
Gale, Fitchett, [E. P. Tabb & Company],
Tabb, Urguhart, Burges, Wilson,
[Childs & Griffith of Baltimore],
Childs, Griffith, Johnson, Denning,
Wertheimer, [C. F. Greenwood & Brother],
Greenwood [Merchants & Mechanics'
Savings Bank], [Salamonsky & Company],
Salamonsky, Jones, Crowell, Mears

Thomas S. Adams' Trustees.
vs 3/4 Bill in chg.
William D. Folk & als

May Rules, 1873.

Bill & filed. Sum. and
to decm nisi.

June Rules. Bill &
filed & decm nisi.

July Ct. Dec: for accts.

May, 1874. Ac. Confm. 8. apt.
to for distribution & c

Octo. 1874 - Confm.

Feby. 1875. Ac. for act.
of partnership property & for
other act. & for reinstatement &

Apr. 1875. Rept. of paym.
and investments made &
Confm. 10. Ac. to
deposit U.S. Bonds in
Maine Bank Norfolk.

Octo. 1875. Sale to Wm. S. set
aside & resale to Wm. S. set
aside. Rept. of sale for res. title trust
& c, & for investment bonds in U.S. bonds.

Apr. 1876. Confm.
Act. 1876. Rept. of resale to
J. A. Thomas and D. S. set
aside & resale to Wm. S.
set aside. Rept. of sale for res. title trust
& c, & for investment bonds in U.S. bonds.

Apr. 1877. Rept. of resale to Wm. S. set
aside & resale to Wm. S. set
aside. Rept. of sale for res. title trust
& c, & for investment bonds in U.S. bonds.

Octo. 1877. & Apr. and Act. 1878. Confm.

Apr. 1879. De. to collect U.S. bonds
& c.

Act. 1879. To be used in vacation

Apr. 1880. Rept. re. confm. & c for
further distribution. & for sale
to J. A. Thomas & c

Act. 1882. Rept. of further distribution confm.
& decm to distribute such further appts. & c
collected.

Apr. 1884. Leave to file and Rept. of L. R. Atkins
Confm. as far as it relates to excess of town
Deem for sale of real estate & c.

Oct. Ct. 1884. De. to dis-
tribute, collect bonds made
and c. & c.

Apr. Ct. 1885. Rept. confm.
and. exception of black & c.
sustained & c.

debts are unknown to your complainants.
In tender consideration whereof, & for as much
as your complainants are without remedy at
law, & can only be relieved by the aid of
this Honorable Court of Chancery where
matters of this sort are cognizable; to this
end your complainants pray that the
said James Thomas & John E. Adams late
partners under the style of Thomas & Adams
the said James Thomas & Anna M. his wife,
the said John E. Adams & Antoinette V. his
wife, the said William D. Folk & T. Clarke &
Joseph H. Duck may be made parties defend-
ant to this bill, & be required to answer
the same, & that an account may be taken
of the amount due the said defendants
creditors as aforesaid & to all other creditors
of the said James Thomas & John E. Adams
individually, & as late partners under the
partnership name & style of Thomas & Adams,
who may choose to contribute to the costs of
this suit & that such other & further
relief may be granted in the premises as
may suit the equity of the case & to the
Court may seem meet, & your complainants
will ever pray &c

Hayden & Thomas p. q.

of said grantors as the equivalent of their expectancy of dower in the real property in which they had conveyed their interest by said Deed for the benefit of the creditors aforesaid, or so much of the property thus settled as might be equivalent to such expectancy of dower. That the said Deed clothed said trustees with the power to sell the property conveyed by said Deed & apply the proceeds in discharge of the trust of said Deed. Your complainants have accordingly in pursuance of said Deed sold a portion of the property thereby conveyed & expect in further execution of their trust to sell from time to time as may be practicable all the other property conveyed by said Deed but as the said Deed recites neither the names of the said creditors nor the amounts respectively due them, your complainants are consequently greatly embarrassed as to the distribution of the trust assets already realized & will be equally embarrassed as to the distribution of those which may be hereafter realized. Among the creditors of the said grantors known to your complainants are William D Folk, G T Clarke, & Joseph H Duck, but there are many other creditors whose names & the amount of whose

To the Honorable S B. Alkinson Judge of The
County Court of Isle of Wight County, in
Chancery sitting; Humbly complaining
sheweth to the Court, your complainants
B S Thomas, C B Hayden, & V P Young, trustees
under the Deed of trust from James Thomas
John E. Adams & others, herein after mentioned,
that on the 15th day of Feb' 1873 James Thomas
& John E. Adams, individually & as late partners
under the style of Thomas & Adams & Anna M
Thomas wife of said James Thomas & Antoinette
W. wife of the said John E. Adams by their
certain Deed duly recorded in the Clerk's
office of The county court of The County
aforesaid, a certified copy of which marked
A is herewith filed & prayed to be taken as
a part of this bill, whereby they conveyed to your
complainants as trustees for the equal benefit
without priority or preference of all the creditors
of the said James Thomas & John E. Adams
individually & as late partners aforesaid all
the property real personal & mixed of every kind
& nature whatsoever, individual & partnership
(the individual property for the benefit of
the individual creditors, & the partnership
for the benefit of the partnership creditors)
with the exception of certain real & personal
property settled upon the respective wives

Exhibit
A

at law or of his late wife, Anna M. Thomas,
 or either or any of said heirs did not make, as
 charged herein an absolute conveyance to him
 of all their interest in the estate of said
 Anna M. Thomas, his late wife, or whether the
 said heirs, or any of them, conveyed to him
 any part of said interest, and that he be required
 to file with his answer herein, the original or
 a Certified Copy of such or any other deed
 made by said heirs, or any of them to him of such
 or any other interest in said estate of said Anna
 M. Thomas; And that such further and other relief
 may be granted in the premises as the nature of
 the case shall require, and to the Court may
 seem meet, and Your Complainants will ever
 pray &c

Hayden & Thomas p. q

Thomas & Adams, Trustees

vs M. J. Chy

Back et al

Amended Bill

Sept. Rec. 1847. Amended
 bill filed, amended, and Howell
 def. except H. C. Young and
 Dr. Miller -

Oct. Rec. 1847. Accs. of H. S.
 Young filed by H. S. Young
 Bill taken for conf.
 as to other defts.
 set for hearing.

In tender consideration whereof, and forasmuch
as your Complainants are without remedy at law
and can only be relieved by the aid of this
honorable Court of Chancery, where matters
of this sort are cognizable: to this end your
Complainants pray that the said N. P. Young,
John R. Purdie, C. C. Chalmers, John D. Chalmers,
N. M. Purdie, Martha M. Purdie, J. H. Chalmers,
Francis S. Young, Antoinette M. Adams,
Joel Book, assignee in bankruptcy of said
Antoinette M. Adams, James Thomas in his own
right and as administrator of said Anna M. Thomas,
^{R. B. Thomas} assignee in bankruptcy of said James Thomas,
L. B. Edwards, administrator of John E. Adams,
Nardy of Thomas A. Nardy, dec'd

may be made parties defendant to this bill, and
be required to answer the same; and more
especially that the said N. P. Young, John R.
Purdie, C. C. Chalmers, John D. Chalmers,
N. M. Purdie, Martha M. Purdie, James H. Chalmers
and James Thomas be required on their several
and respective Corporate oaths to say whether
they did not as charged herein convey by an
absolute voluntary deed, all or any part of
their interest in the personal and real estate
of the said Anna M. Thomas to her surviving
husband, the said James Thomas, and that the
said James Thomas especially be required on
his Corporate oath to say whether the said heirs

departed this life, leaving the said Thomas & Hardy surviving, and that the said Thomas & Hardy has also departed this life, and that Hardy, Hardy has qualified as his executor

judgment is a lien on the interest of the said John R. Purdie, ^{James Thomas and James H. Chalmers} in the realty in these proceedings mentioned allotted the said Anna M. Thomas as her equivalent of dower, and conveyed to said James Thomas, by the deed aforesaid of the heirs at law of the said Anna M. That the said W. D. Hardy has, That your Complainants are informed that the said judgment against ^{James Thomas and James H. Chalmers} John R. Purdie, is wholly unsatisfied. That the said Francis S. Young has attained twenty one years of age.

That in consequence of the failure of the said James Thomas to have the said deed recorded, and consequently the doubt about its date, it is uncertain whether the judgments appearing in the proceedings of said original suit against the said James Thomas, individually and as partner aforesaid, are liens on the land conveyed by said deed or whether or not they pass to his said assignee, or whether said deed was made subsequent to the discharge in bankruptcy of the said James Thomas. That for the settlement of said questions and other questions raised in the said original suit, and for the proper discharge by your Complainants of the trusts arising under said deeds, your Complainants are informed and so allege, that it is necessary that said parties should be made parties to this amended and supplemental bill.

That on the 2^d day of August, 1873, the said R. E. Thomas, by B. Hayden and M. P. Young by their deed, duly recorded in the County of Dale of which in which deed the said Antoinette Adams joined, conveyed John E. Adams as trustee for the said Antoinette V. Adams, all the property, more or less which thereof as well as equal to her contingent right of dower, by virtue of the power of appointment in said original deed of assignment contained. The said deed of appointment is marked "A" is herewith filed and prayed to be taken as a part of this bill

voluntary deed, all their interest in the estate of the said Anna M. Thomas to the said James Thomas. That the said deed has not been recorded, and hence your Complainants are ignorant of its date. That said James Thomas, since the filing of said original bill, has been adjudicated a Bankrupt, and has from the certificate thereof marked "X" herewith filed and prayed to be taken as a part of this bill obtained his discharge in bankruptcy, as will appear.

That R. E. Thomas was appointed the assignee in bankruptcy of said James Thomas, and accepted the appointment. That ^{the said} John E. Adams has also departed this life intestate, and his estate has been committed for administration to L. B. Edwards, the Sheriff of this County. That the said Antoinette V. Adams has been adjudicated a bankrupt, and one Joel Cook has been appointed her assignee in bankruptcy.

That prior to the said conveyance, by John R. Purdie and others, as aforesaid, to the said James Thomas, a judgment was obtained against the said John R. Purdie, ^{James Thomas and James H. Chalmers} in this Court by W. J. Hardy and Thomas A. Hardy, partners under the style of Hardy and Brothers

for the sum of \$231.⁴⁰, with interest from the 13th day of June 1860, 1860, and \$10.³⁸, cost, as will appear from a certified copy of said judgment with certificate annexed of its having been docketed according to law, marked B, herewith filed and prayed to be taken as a part of this bill. That your Complainants are informed that the said

Exhibit
"B"

other Creditors of the said grantors: that accordingly such an account decreed and various other proceedings were had in said original suit, as will appear from the record thereof.

That after the filing of said original bill, the said Anna M. Thomas departed this life intestate, the said James Thomas her surviving, and leaving as her heirs at law, a brother, John R. Purdie, a sister, Martha M. Purdie, B. C. Chalmers, John D. Chalmers and J. A. Chalmers, Children of a deceased sister, M. M. Purdie, daughter of a deceased brother, N. P. Young, son of a deceased sister, and Francis D. Young an infant grand-son of the mother of the said N. P. Young: that by their consent, all of said heirs at law were made parties defendant to said original bill, except the said infant; that the said James Thomas qualified in the County Court of said County as the administrator of the said Anna M.; That steps were taken towards making the said James Thomas, as such administrator, and the said Francis D. Young, parties defendant to said original bill, but the same was not done.

That after the death of said Anna M. Thomas, Your Complainants are informed and so charge, that all of the heirs at law of the said Anna M. except the said Francis D. Young, who was then an infant, conveyed absolutely by their

To the Honorable George Blow, Judge of the
Circuit Court of Isle of Wight County, in
Chancery Sitting: Humbly Complaining, sheweth
to the Court, your Complainants, R. D. Thomas,
O. B. Hayden and N. B. Young, Trustees for
James Thomas and John E. Adams individually
and as late partners, under the style of
Thomas and Adams, that heretofore your
Complainants exhibited in this Court their original
bill of Complaint, Charging the execution by
James Thomas and John E. Adams, individually
and as late partners under the style of Thomas
and Adams, of a deed assigning to your
Complainants, as trustees, for the benefit of their
sole and partnership Creditors, the personal and
real sole and partnership property, described in
said deed, with settlements on Anna M. Thomas
and Antoinette M. Adams, the respective wives
of said grantors of certain property described
in said deed, in lieu of their respective
contingent right of dower in the property conveyed
by said grantors and their wives, for the benefit
of said Creditors, and making said James Thomas,
John E. Adams, Anna M. Thomas, Antoinette M.
Adams, and William D. Falk, G. I. Clarke and
Joseph N. Duck, the last three, Creditors of
said grantors, for the purpose of enforcing the
trusts of said deed, and praying for an account
of the amounts due the said Creditors and all

As partners of said are endorser in
Bank for the said S. G. Baykin to a large
amount - That the said S. G. Baykin sufer
by a deed of the 26th of May 1873 conveyed
certain property for the benefit of the creditors
of said S. G. Baykin ~~xxx~~ conditional on a
release by said creditors - A large majority
of the creditors of said Baykin have accepted
the provisions of said deed & our petitioners
believing that it would be for the interest
of the said James Thomas who is debtor
to their creditors to accept the provisions
of said deed have done so & they pray that
the court will direct an inquiry into the
propriety of said acceptance & if proper
confirm the same & they will ever pray

A P Jounp

R S Thomas

C B H of den Trustees for

C B H of den & R S Thomas

Attorneys -

James Adams Trustee

Folk Lake -

Petition of Thomas
Adams Trustee

To the Honorable Judge of the County Court
of Isle of Wight County in Chancery sitting
~~Your~~ Petitioners The Plaintiffs in the
above suit Trustees as aforesaid, humbly
represent to the court that since the filing
of the bill in this suit & the service of process
the defendant Anna M Thomas wife of James
Thomas has departed this life intestate &
James Thomas has qualified in the
County Court of this county as her administrator
that the said Anna M left as her heirs at law
a brother Mrs R Pendie, a sister Martha M
Pendie, & M Pendie the daughter of a
deceased brother - C C Cholmes, J F Cholmes,
& Mrs E Cholmes, children of a deceased
sister of said Anna M - N P Young a
son of Mary R Young a deceased
sister of said Anna M & Francis S Young
an infant orphan of James Young a deceased
son of said Mary R Young -
Your petitioners are informed that
the said admin & heirs at law of said
Anna M are necessary parties to this
suit & they file herewith marked A their
written consent ~~of the~~ made parties defen-
dant - Your petitions further inform
the court that S. F. Barker is large & indebted
& ~~Represents himself as~~ that the aforesaid
James Thomas & Mrs E Adams individually

Exhibit

- 1 -

Thomas Adams Insels

v. Petition of
 Baham, Stephenson
Folk Hall, Grafton & Del.

Thomson & Adams Trustees

W. D. Folk et al

To the Circuit Court of San Diego County:

The petition of

Barham and Stephenson and merchants
and partners trading under the firm and style of
Barham & Stephenson and P. D. Gwaltney and
O. G. Delk Merchants and partners trading
as Gwaltney & Delk ~~humbly~~ humbly repre-
sents that Jas: E. Adams is indebted to
them as follows, to-wit: to Barham and the
Stephenson in the sum of \$66¹⁶/₁₀₀ as is evidenced
by the note of the said Jas E. Adams dated Nov.
1st 1872 payable 30 days after date to the order
of themselves which is herewith filed as ex-
hibit "A" and prayed to be taken as a part
of this petition; and to them the said Gwalt-
ney and Delk in the sum of \$24.31 as is evi-
denced by their a/c herewith filed as Exhibit "B"
marked correct and signed Jas: E. Adams
which is prayed to be taken as a part of this pe-
tion. Your petitioners pray that they may
be made parties defendants to the suit
and may have the debts so due to them as
aforesaid paid to them respectively. And they
will ever pray &c

Barham and Stephenson &
Gwaltney & Delk by

R. S. Thomas their atty.

said, and that ~~may~~ be one to George J. Barlow
may be paid to your petitioner Barlow
and they will ever pray &c

M. E. Price &

Barlow

by R. S. Thomas
their atty.

Thomas & James Thomas

petition of the
E. Price and W.

W. S. Fackland & Barlow,

Thomas & Adams Insens

N

W. D. Fulk et al

To the Circuit Court of Isle of Wight County
Your petitioners M. E. Price & W. H. Barlow respectfully represents that the said M. E. Price is the owner of a note of Thomas and Adams for \$215. Dated Smithfield Va 27th March 1872 which is due and payable on the 1st day of January 1873 as is evidenced by the said note herewith filed as Exhibit "A" & prayed to be taken as a part of this petition that it is wholly due and unpaid; and your petitioner Barlow respectfully represents that the said Thomas & Adams are indebted to ~~the~~ George J. Barlow in the sum of \$99.91 as appears by the books of the said Thomas and Adams; that the said George J. Barlow is indebted to your petitioner in the sum of as appears by a copy of the judgment duly obtained and docketed against him in the clerk's office of the county court of Isle of Wight County; that interrogatories were propounded to the said George J. Barlow to compel him to discover, disclose and surrender this debt; that such disclosure and surrender was made; Wherefore your petitioners pray that they may be made parties to this suit and may have paid to them the amount that may be due to her M. E. Price on her note for

parties or opposers who may fail or refuse
to sign the said agreement. All of which
will more fully appear by two writings
herewith filed marked 1 & 2

Your petitioner asks that the decree
of the court in said cause may be such as
to protect & secure the benefits intended
to be conferred. And your petitioner will
ever be

Yours obediently
for Petitioner

Oct 23rd

James Y. Thompson

Adm'r

By

Wm. H.

Petitioner

James Thompson

To the Judge of the Court
of Pleas of Weymouth County.

Thomas & Adams Trustees

My

Folk &c

The Petition of James
Thomas respectfully sheweth unto the Court
that a large number of the creditors of James
Thomas and John E. Adams, individually or as
partners trading, as Thomas & Adams have kindly
consented and agreed that the assignment of the
property made in their deed of the 15th Feb 1873
to their respective wives as the proper equivalents
of their contingent right of dower in the property
conveyed in said deed shall be as made in
said deed, and the said creditors by their writings
here-with filed have released unto the said wives
their respective heirs or assigns all of their re-
spective interest in any excess of said assignment
above any valuation of such contingent right
of dower that may be determined in the
chancery suit above mentioned, should such
assignment be determined in said suit to be
too large; but the said release was made upon
the condition that the same shall accrue to the
benefit of the said wives, their heirs or assigns
and not to the benefit of any of the creditors of James
Thomas and John E. Adams individually or as

Thomas & Adams Insurers
v

Thomas & Adams Insurers
r

W. D. Foltz et al

W. D. Foltz et al

Petition of Geo. L. Ken-
neth.

Petition of Geo. L. Kenille.

Thomas & Adams Trustees
v.

W. D. JACK et al.

The petitioner Geo. L. Kerill respectfully represents to the court that Thomas & Adams are indebted to him in the sum of \$211.⁴⁰/₁₀₀ with interest on \$11.10 from May 20th 72, and on \$200 from July 11th 72 as will appear by their Due Bill, and Note herewith filed as Exhibit A. and prayed to be taken as a part of this petition; that he gave a memorandum of the said note and Due Bill to one of the trustees of the said Thomas & Adams for exhibit before the Commissioner making up an account of the debts of Thomas & Adams who required the memorandum and required the evidence of debt themselves which your petitioner now submits to the court with the prayer that he be allowed to share with the other creditors of the said Thomas & Adams in the distribution of the assets of the said Thomas & A. in the same manner as if his claim had heretofore been allowed by the said Commissioner; And he will ever pray &c

Geo. L. Kerill

by R. S. Thomas
his atty

J. M. K. S.
C. M. K. S.

426
10
50
5436
\$200⁰⁰/10

Portsmouth, Va., May 9th 1872

Sixty days after date, for value received, We promise to pay to the
order of S. L. Boykin without offset,

Two hundred Dollars,
100

Payable and negotiable at the office of BAIN & BROTHER, BANKERS, in Portsmouth, with interest
at the rate of twelve per centum per annum from maturity. The maker and endorser,
each hereby waive the benefit of the Homestead Exemption as to this debt, evidenced by this Note.

Credit the maker.

Hammer & Bann

Due

No.

RECEIVED

Articles :

PACKAGES.

\$11¹⁰ Due Geo. S. Nevilly eleven
dollars and ten cents, paya-
ble on demand. May 10th 1872.

Thomas & Army

Just Chalmers & A S Thomas Assignee or aforesaid

the said James Thomas, may be sum-
said Just Chalmers of said Thomas may be required to file
monied & answer this Petition, that

that an account may be taken of your
Petitioner's lien & that of all other liens on
the land aforesaid of James Thomas
conveyed to him as aforesaid by the heirs
of his wife who may choose to contri-
bute to the costs of this proceeding,
that an account may be taken of
the fee simple & annual value
of the said land of James Thomas
& that it may be subjected to the pay-
ment of said liens & that such other
& further relief may be granted your
Petitioner as to the Court may seem
meet and may suit the equity of the
case.

And your Petitioner will ever pray &c

R B Allen per

C B Hayden Atty -

Thomas & Adams
in
witness

Petition of
R B Allen
Assignee of
D. S. Cherry & Son

Dec 16 73

Just Chalmers & A S Thomas Assignee or aforesaid

✓ That after the date of said conveyance
the said James Thomas was acknowledged
a partner & A. S. Thomas appointed his
Assignee in Bankruptcy

that the partnership assets under
said Deed are insufficient to pay
the partnership debt & that the judg-
ments aforesaid are liens on the
real estate, ^{conveyed} to said James Thomas by
the heirs at law of his wife as aforesaid.
That there is a balance due of said
judgments of \$ r of \$ as
per Statement B herewith filed &
prayed to be taken as a part of this
Petition. That although the said
conveyance was made to said James
Thomas he has never had the same
recorded.
That said Deed from the heirs at law
of the said wife bears date on the
25th day of July 1873, was acknowledged
& certified by said heirs ~~out~~ before a
Commissioner in Chancery on the
15th day of Aug 1873, & some 8 or 10 days
thereafter was delivered to the said
James Thomas who, in the Fall
of that year returned it to said
James G. Chalmers one of said
heirs at law who on the 15th day
of Oct 1877, still held the said Deed
at the request of said James
Thomas without any explana-
tion of the reason for said request,
as shewn by the Answer of said
James G. Chalmers filed herein Oct
22nd 1877. your Petitioner prays that

to your Petitioner, since which as
 1 signment they have been paid to him.
 2 That said dividends are the only pay-
 3 ment made on said Judgment no-
 4 thing having been made on the
 5 execution issued on said Judg-
 6 ment, because under the Deed of
 7 Trust aforesaid all the assets in-
 8 dividual & partnership, real and
 9 personal of said firm & its mem-
 10 bers had been assigned to said
 11 Trustees for the benefit of the credi-
 12 tors of said firm & the members
 13 thereof, & as said assets were insuf-
 14 ficient to pay said creditors, there
 15 was nothing to satisfy said ex-
 16 ecution. That after the ex-
 17 ecution of said Deed of Trust and
 18 the institution of this suit & after
 19 the death of the wife of James Thomas
 20 one of the members of the firm
 21 of Thomas & Adams aforesaid, the
 22 heirs at law of the said wife con-
 23 veyed to said James Thomas all
 24 their interest in the real estate
 25 in these proceedings mentioned
 26 assigned the said wife in sat-
 27 isfaction of her contingent right
 28 of dower in the real estate convey-
 29 ed by the Deed of Trust aforesaid
 30 to said Trustees. That your
 31 Petitioner is informed & so charges

Thomas & Adams Trustees

vs

W D Felt & Co

To the Honorable George Blow Judge
of the Circuit Court of Isle of Wight County
Your Petitioner R. B.
Allen assignee of D. S. Cherry & Son
humbly represents to the Court that
on the 7th day of March 1873, the said
D. S. Cherry & Son obtained two Judg-
ments in the County Court of Isle of
Wight County for the amounts
respectively named in the cer-
tified copies of said judgments
herewith filed vs said Thomas and
Adams, & marked "A," & prayed to be
taken as a part of this Petition
That said judgments have been
reported in the Account of Debts
heretofore taken in said cause
in said firm & dividends have
been regularly paid thereon from
the asset of said firm, under the
distribution made herein to the cre-
ditors of said firm out of the asset
under the Trust Deed of the Plain-
tiffs in this suit, which assign-
ment was made prior to said
judgments. That said
dividends were paid to the Plain-
tiffs in said judgments until the
assignment of said judgments

Your Petitioners therefore pray that they may be allowed
 to share with the other creditors of Thomas Adams in
 the same manner as if they had been allowed by
 said Commission your Petitioners would
 ever pray

L B Edwards & Sons of
 Tho H Edwards & Co of Richard Edwards
 Tho C Thomas Adams R C Edwards
 L C B Heyden & Sons of R H Whitt
 per L B Heyden

Thomas Adams
 Executors

per the Testers

Petition of L B Edwards
 Adams of R H Edwards
 R C Edwards & Co
 Thomas Adams
 R C Edwards
 L B Edwards & Sons
 of R H Whitt

1874

Thomas Adams Trustee &

(18)

Wm C Folger

Your Petitioner L B Edwards

Adm of Tho B Edwards dec'd & as Adm of Richard
Edwards delin's hon of the assets administered by
Richard C Edwards his former administrator, Tho C
Thomas Adm of Richard C Edwards, & C B Hyde
Attorney of S H White, Humbly request to the court
that R C Edwards deposited for safe keeping with
Thomas Adams as Adm of Tho B Edwards the sum of \$41.32,
on April 1st 1871 & on the same date \$10.00 as Adm
of Richard Edwards dec'd & as Adm of Richard
Edwards the following Decem^r 13.95 on Jan 7/71 &
on same date \$14.49, — that on the 5th of same, 1871
the said Richard C Edwards departed in his own right
with Thomas Adams \$145.²⁵ ^{on the 26th 1871 30.24} as will appear from the
certificates of said Thomas Adams herewith filed —
that the said Richard C Edwards has departed
this life your Petitioner Tho C Thomas his qualified
as his administrator — That the said Thomas Adams
on Sept 24, 1872, was indebted to said S H White in
the sum of \$331.11 as appears from the certificate
of R S Thomas ^{marked & herewith filed} in whose hands the books of Thomas Adams
were placed for settlement that said S H White
on August 1st 1874, assigned the said claims to your
Petitioner for the purposes mentioned in said
assignment — declared in said claim — That said
claims were placed in the hands of their
attorney for Messrs Folger & Co by the Commission
maker making up the list of debts in the claim
said — but from inadvertence they were omitted

(Faint handwritten notes, possibly bleed-through from the reverse side)

Thomas, & Adams' Trustees

22

5

Folk sal.

Petition of
Wm. Turner and
Geo. B. Whitehead

27 May 1874

assigned to them, in accordance with their
purchase.

and they will be

Wm. H. Turner

Dr. B. Whitehead

John R. Kelly atty
27 May 1894.

petitioners are now informed that instead of getting the sixty eight acres of land & orchard on the same, that they are only to get $33\frac{1}{4}$ acres, of which $17\frac{1}{2}$ acres are marsh land, .5 acre, hill & dry, & $10\frac{3}{4}$ acres, of arable land -

Your Petitioners are also informed that one O. C. — Goodrich claims to be the purchaser of the residue of the land, after deducting the $33\frac{1}{4}$ acres aforesaid -

Your Petitioners claim that the sixty eight acres should be first set off to them, as the first to be supplied & that the said Goodrich should only take the residue, that if there should be any deficiency in quantity it should fall on the purchaser who purchased the Residue of the tract, after deducting first the 68 acres purchased by your Petitioners -

Your Petitioners pray that a Com^{ee} of this Court shall ~~report~~ enquire into and report the facts & circumstances, attending the said sale to your Petitioners, & to said O. C. Goodrich, and that notice of such enquiry ~~shall~~ be given to said Goodrich, & said C. B. Hayken, A. P. Young & R. S. Thomas Trustees; and that if no correction can be made as desired that an abatement in the price of the purchase money aforesaid may be made, but your Petitioners pray that the land as purchased by them as aforesaid may be set apart &

Thomas Adams' Trustees & } To the Circuit Court
 n. } of Isle of Wight County Va
 Joek & others. }

Your Petitioners W^m H. Turner and
 John B. Whitehead, respectfully represent rep-
 resent to the Court, and say..

That on the 17th day of Sep. 1873, they attended the
 sale of the Real estate of James Thomas, & others,
 made at Smithfield Va. by C. B. Hayden, A. P. Young
 and R. S. Thomas, the Trustees under a deed of
 Trust executed by James Thomas, &c., and at the
 sale, a parcel of land was put up by said Trustees
 for sale, & publicly announced as, containing
 sixty eight acres, more or less, and as part of a tract
 of land of 120 acres more or less: It was further
 announced by R. S. Thomas, one of the Trustees, that
 the tract then up for sale contained about 500 trees
 of fine early apples &c., and under these cir-
 cumstances your Petitioners bid for the said
 sixty eight acres, and it was knocked down
 to them at the price of \$730. That this land
 is immediately adjoining the town of Smithfield
 & very convenient to the Wharf, & Steamboat
 Landing at said town - and was purchased by
 your Petitioners, deeming the purchase desirable -

That your Petitioners have paid on this purchase
 \$4,433.33, which they did before they had any
 intimation that they were not to get the quantity of
 Land purchased by them. That your Pe-

Thomas & Wams Foster

v.

Förck et al

Petition of

Jos. C. Thomas.

Apr. 22⁵ 1879

Filed

11

The Petition of John C. Thomas respectfully represents

that Thomas & Adams are indebted to him in the sum of \$28.01

as of the 11th of October 1872
as will appear from Ledger
page 112.

Wherefore he prays that he may
be admitted into the suit - as a party
thereto and be permitted to share in
the distribution of their assets and to
receive his pro rata share thereof.
And he will ever pray &c.

Juv: C. Thomas
per

R. S. Thomas

31281 2801
21011 19607
11219 4640
2801 14
203
2006
2006
2536
24
2005
5112
1278
751
60

Thomas and Samuel Jones

v

Flock 4-11

Petition of
W. A. Womble

April 22⁵ 1879

Filed.

"

The Petition of Wmth A. Wornble and of
Jasth S. Thomas respectfully repre-
sents that Thomas and Adams
were ^{indebted} indebted to him in the sum
of \$174.11 as of the date of November
8th 1861, as will be seen by Ledger
&c. of the books of Thomas, Adams &c.
page 440; that immediately after
the war he became a depositor with
them, and a customer of theirs; that
he was & frequently an endorser for
them and as such they are largely indebted
to them; that the transactions between
them were never closed & that he kept
a running account with them; that
the said account of \$174.11 is still due
and unpaid and ought to be paid; and
therefore he prays that he will be ad-
mitted as a party to the suit - and be per-
mitted to receive his pro rata share
in the above and aforesaid account, and
he will ever pray &c.

Wmth A. Wornble
By R. S. Thomas
His Atty.

may be paid to them: wherefore they
pray that they may be admitted as
party to the suit - and receive the same
pro rata on their debt - as has been paid
to the other creditors of Geo. A. Adams before
any further payment is made to them.
And they will ever pray or

John W. Mutchell & Sarah
his wife

By R. S. Thomas
Atty

Thomas & Adams
Trustees

For all
Debt of
J. W. Mutchell
& wife

Thomas & Adams Trustees

Fack et al.

The Petition of J. W.

Mitchell and Sarah his wife respectfully represent that on the 5th Day of November A. D. 1872 John E. Adams & C. F. Day borrowed from Sarah Edwards the sum of \$1150.00 and gave and executed to him the note of Adams & Day for the same with S. G. Boykin as their Surety as will be seen from the note herewith filed as exhibit - A¹ & prayed to be taken as a part of this petition: that the said John E. Adams & C. F. Day were then doing business as Adams and Day: that several sums of money have been paid on the said bond as will be seen from the credits endorsed on the said bond and from and by a memorandum and account rendered by C. B. Hayden: that this bond has never in these proceedings been proved against the estate of John E. Adams and nothing has been paid on the said bond: that after the date of the said bond the said John W. Mitchell intermarried with the said Sarah Edwards: that if any thing can now be recovered on the said bond they pray that the same

Thomas & Adams' trustees

Amount of acct.
D^{rs}. } Geo. F. Clarke

Folio & others



Recd. & filed 15th
July, 1844.

Made entirely of individual appts and that it was expressed to be in lieu of her expectancy of dower in all the real estate conveyed in said deed by said James Thomas, both individual and partnership, which if she had lived and her intentions been carried out, would have produced great hardship to the individual creditors of said James Thomas unless the Court should have compelled the partnership creditors to bear their proportion of the burden. Your respondent further shows that the value of the property so attempted to be settled on her is out of all proportion to what she would have been entitled to receive even if she had lived. That she was a very old lady ~~of~~ ^{between} between sixty and seventy years of age as this respondent is informed, that her said husband was and still is living and in good health, and that her expectancy of dower in his estate (especially in his individual estate) would have been infinitely smaller than the value of the property attempted to be settled on her as aforesaid. And having answered this respondent's proofs here to be dismissed &c.

Geo. D. Clarke

Thomas, wife of said James Thomas died within a very short time (only a few days or thereabouts) after the execution of said deed of trust, and before any steps were taken to ascertain whether she was entitled to all of the property attempted to be settled on her by said deed of trust in lieu of her expectancy of dower in her said husband's real estate therein conveyed, both individual and partnership, and if not to all, to how much or what portion thereof she was entitled as aforesaid; in consequence of which, this respondent claims that the said attempted settlement upon her was rendered null and void and became and was of no effect, and that the whole of said property passed to said trustees in trust first, for the payment of the individual debts of said James Thomas, it being individual property. That the said James Thomas being alive it was only in the province of a Court of Equity to settle properly upon his said wife in lieu of her expectancy of dower in his estate, as against his creditors, and that until such settlement were made or ratified as aforesaid, no interest therein could vest in her, and therefore none could descend to her heirs or distributees at his death. This respondent further shows that as appears by said deed of trust said attempted settlement was

The answer of Geo. S. Blake, one of the defendants to the bill of complaint of R. S. Thomas, C. B. Hayden and H. D. Young trustees under the deed of trust from James Thomas, John E. Adams & others, heretofore exhibited against him and others, in the County Court of Lee of Wight County, but which suit is now pending in the Circuit Court of said County by operation of the late Act of the General Assembly in relation to the jurisdiction of the County.

This respondent now and at all times ^(savings &c) reserving &c, for answer to so much and such parts of said bill as he is advised it is necessary and material for him to answer, he, answering states that he admits the execution of the said deed of trust by said James Thomas and Anna M., his wife, and John E. Adams and Antoinette V., his wife, as charged in said bill, and that this respondent is a creditor of said James Thomas, who is bound to him for C. B. Boyden on a bond for \$1000⁰⁰ dated 26th June 1871 and bearing interest at twelve per cent per annum from said day of date till paid subject to a credit for one year's interest, for the payment of which bond the said obligors therein waived the benefit of their Statutory Exemption. This respondent further states that the said Anna M.

Thomas V. Adam's trustees
vs
Halk et als

Answer
of
Francis S. Young
to
Amended Bill
of
Octo. Rules 1877.
Filed.

ever pray &c.

Signed by

Francis S. Young

Sutro, Lynn Co., Nevada }
Sept. 21st, 1877. } 38

to wit:

J. B. Mercer

a Notary Public for the county aforesaid
in the State of Nevada

do certify that Francis S. Young, whose name
is signed to the answer above, personally appeared
before me in my said office —, and made
oath that the statements contained in his foregoing
answer, are true to the best of his knowledge
and belief.

Given under my hand, as Notary
Public, this 21st day of Sept., 1877.

J. B. Mercer

Notary Public,



To the Honorable George Blow, Judge of the
Circuit Court of Isle of Wight County in
Chancery sitting:

The answer of Francis S. Young
to the amended bill of Complaint in said Court
exhibited by R. S. Thomas, C. B. Hayden and M. P.
Young, trustees for James Thomas and John C.
Adams, individually and as late partners
under the style of Thomas and Adams, against
him and others.

This defendant, saving and reserving
all right of exception to the many errors and
imperfections in said bill contained for answer
thereto, or to so much thereof as he is advised
it is material or necessary for him to answer,
answering says: that he admits to be true the
allegation of said bill: that this defendant
has attained lawful age of twenty one years,
and that this defendant is one of the heirs at
law of the late Mrs Anna M. Thomas, dec'd, late
wife of James Thomas, being as in said amended
bill alleged, the son of James Young, a deceased
son of Mary R. Young, a deceased sister of said
Anna M. Thomas. That this defendant has not
conveyed to said James Thomas, his interest in the
estate of the said Ann M. Thomas. And this
defendant having answered, prays hence to be
dismissed with his cost in this behalf most
unreasonably expended, and he will

Thomas Adams
Trustees
Folk et al.

Answer
of
Mrs R Purdie
James F Chalmers
to
Amended Bill

Dec. 22, 1897.
Filed by leave of
the court.

File of Wright County, to wit

J. C B Hayden - a Notary

public for the county aforesaid in the State of Virginia
do certify that Mrs R Purdie & J. T. Chalmers whose
names are signed to the answer hereto
appeared personally appeared before me in
my said county & made oath that the state-
ments contained in said answer are true
so far as based on their own knowledge are
true & so far as derived from the knowledge
of others are true to the best of their knowledge
& belief. Given under my hand as notary
public this 15th day of October 1877 -

C B Hayden
Notary Public

against ~~the~~ said defendants; the said
Geo R Purdie being principal & the said
James F Cholmer surety on the debt on
which said judgment was obtained &
that said judgment is still unsatisfied
having been obtained & docketed
prior to the execution & delivery of
said deed, the Realty conveyed by the
latter is subject to the lien of said judg-
ment. That said deed bears date on the
25th day of Aug 1873 & was certified by George
R Atkinson as Commissioner in Chancery
on the 15th day of August 1873 & delivered to
said James Thomas some eight or ten days
after the date of said certificate -
The said James F Cholmer avers that
it was retained by said James Thomas until
when it was returned by said ~~Thomas~~
some time in the fall of that year & is still
held by said respondent James F Cholmer
at the request of said James Thomas -
without any explanation of the ~~reasons~~
such request - And having answered
they pray hence to be dismissed with
their costs in this behalf expended
they will ever pray -

Geo. R. Purdie
J. F. Cholmer.

To the Honorable George Blount Judge of the
Circuit Court of the State of North Carolina
sitting:

The joint & several answers
of Mrs R Rindie & James F Chalmer to the
Amended Bill of Complaint in said
Court exhibited by R S Thomas, C B Hayden &
N P Young as Trustees for James Thomas
& Mrs E Adams, individually & as late partners
under the style of Thomas & Adams against them
& others:

These defendants saving & reserving
all right of exception to the many errors
& imperfections, in said bill contained, for
answer thereto, to so much thereof as they
are advised, it is material or necessary for
them to answer, answering say that they
admit to be true the allegations of said
bill charging that these defendants are
heirs at law of the late Mrs Anna M
Thomas deceased & that they have by
absolute voluntary ^{deed} executed,
acknowledged & delivered conveyed
all their interest in the real estate
of said Anna M Thomas, to her late
husband James Thomas that they
admit to be true the allegation of said
bill as to the judgment therein mentioned
obtained from to said deed of conveyance

this day appeared before me in my
County aforesaid and made oath that
the statements made in the said answer
are true & correct. Given under my
hand this 8th day of July A. D. 1882.

R. S. Thomas

Notary Public

Thomas & Mary Thomas

Frank M. al

Answer of

L. F. & L. M. Thomas
to the Petition

2
L. B. Allen

The answer of James F. Chalmers
to the Petition of L. B. Allen filed in
the Court of Thomas & Adams Justices
v. W. D. Flock et-al.

This respondent for answer to the said
Petition, as to so much thereof as he is ad-
vised that it is material for him to an-
swer, answering saith,

That ^{most} the said heirs at law of Anna
M. Thomas, after her death, conveyed their
interest in the land that had been set-
tled upon the said Anna M. Thomas
to the said James Thomas as is alleged
in the said Petition of the said L. B. Allen
and that the said Deed was delivered to
This respondent and that it is now &
herewith produced & filed with this
answer.

J. F. Chalmers

July 8th 82

Virginia

Sen of Wash- Co county to-wit, J. R. S.
Thomas a notary public in the county
of Sen of Wash- in the state of Virginia
do certify that J. F. Chalmers whose
name is signed to the answer above

Exhibited by delivering to the within named
W. D. Holt Geo. F. Clark James Thomas &
Anna M. Thomas John E. Adams & Ambrose
V. Adams a true copy of the within Summons
dated 4th 1873.

L. B. Edwards D.S.

James F. Adams' heirs

Wm. F. Adams
(M. F. Adams, Jr.)

Wm. D. Holt & Co.

Wm. Adams & Co.

Co. of

Adams & Co.

Adams

The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY—GREETING:

We command you to summon *William D. Polk, G. T. Clarke*
and Joseph H. Duck, James Thomas & John E. Adams late partners under
the style of Thomas & Adams, and the said James Thomas & Anna M. his wife
and the said John E. Adams & Annabella V. his wife

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

for the said Court, on the first Monday in *May* next to answer *The Bill in*
Chancery of A. S. Thomas, C. B. Hayden and N. K.
Young Trustees under Deed of land from James Thomas
& John E. Adams.

And have then and there this writ.

Witness, NATHANIEL P. YOUNG, Clerk of our said *County* Court, at the Courthouse,
 the *3^d* day of *April* 18*73*, in the *9th* year of the
 Commonwealth.

N. P. Young, Clerk.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON

N. P. Young, Clerk of said Court, vs. R. D. Thomas, C. P. Hayden & F. L. Young, Partners, James Adams & Adams, individually and as late partners under the style of Thomas & Adams

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 *September* next to answer *the amended and*

supplemental bill in chancery of R. D. Thomas, C. P. Hayden & F. L. Young, Partners, James Adams & Adams, individually and as late partners under the style of Thomas & Adams

of a plea of _____ for \$ _____ Damages \$ _____ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Court House, the *31st* day of

September 187*7*, in the *10th* year of the Commonwealth.

N. P. Young, Clerk

not finding the within name of N. M. Purdie & Martha no.
 Purdie at the usual place of residence executed by delivering
 a true copy to James Thomas a member of the family, a white
 Person over the age of sixteen years, Sept. 1st 1877.

R. B. White Dep't for
 A. R. Edward Staff

Thomas & Thomas
 Executors

James to
 W. Aust. and
 J. R. C. Hill

Jas. Thomas & Co.

To J. R. C. Hill. 1877.

Executed by delivering to the
 within named N. M. Young J. R.
 Purdie, C. C. Chalmer, J. M. De la
 mur, J. H. Chalmer, A. V. Adams,
 James Thomas R. E. Thomas, each
 a true copy of the within Summons
 Sept. 18th 1877.

R. B. White Dep't
 A. R. Edward Staff

Carried by delivery to J. R. C. Hill
 a true copy of the within Summons
 Sept. 18th 1877
 A. R. Edward Staff

Thomas Hudson Hunt

Sum. as-
dfts. to am.
vs. the petition
of Allen
of Chery

Folk etc.

J. Octo. cir. ct 1882
Hudson

Executed according
to the within name
James Thomas Hunt
Chary and R. S.
Thomas. took a true
copy of the within
summons July 1st
1882.

T. B. Vincent Shgl

Received from the
July 1882.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY--GREETING;

You are hereby commanded to summon *James Thomas, James
F. Chalmers, and R. S. Thomas assignees in bankruptcy
of said James Thomas*

if *then* be found within your bailiwick, to appear at the ^{*Court Room before*} ~~Clerk's Office~~
~~of~~ our Circuit Court, for our said County of Isle of Wight, ~~at the Rules to be~~
~~holden for the said Court,~~ on the first ^{*day of*} ~~Monday in~~ *October term* next, to
answer *the petition of R. B. Allen assignee of D. S.
Cherry filed in the suit of Thomas & Adams
trustees vs. Folk et al.*

And have then and there this writ. Witness, NATHANIEL P. YOUNG, Clerk of our
said Court, at the office aforesaid, this *24th* day of *June* 1887,
in the *106th* year of our foundation.

N. P. Young Clerk.

Mr. E. Adams, a witness of lawfull age being
sworn in the Holy Evangelist. of Almighty
God deposes and says, That the lot known
as the John White usually rented for \$100.00
the Johnson lot usually rented for \$100.00
the Gallop lot usually rented for \$100.00
the Fullmer lot usually rented for 100.00
the Layman lot " " " 100.00
the farm known as the John E. Adams farm
might have rented for \$125. or \$150.00.
And further this deponent saith not.

John P. Adams

Dr. T. Brown
afflict.

Thomas Adams
Directors

v. 3rd Clg. Rept.
of Com. H. H.
Folk Sch. ^{Chapman}

Sept. 15th 1845.
Filed.

with interest calculated as aforesaid
to \$2412³²

Given under my hand as special Commissioner
aforesaid the day and year first above
written

R. K. Chapman
Special Commissioner

I am employed by Commissioner in making up
and reporting above account John W. \$30.00

Kept continued from day to day and time to time until the date of this report. On which day your commissioner from evidence before him has made up and completed the foregoing account marked "D" which is an account of the debts proven against Thomas & Adams. Your commissioner further reports that a Bond executed by James Thomas on the 29th day of January 1844 to Whitfield W. Holliman for the benefit of Susan T. Thomas wife of John T. Thomas for the sum of Three Hundred dollars was presented for proof against the said James Thomas by Geo. R. Titmouse attorney for Mary Louisa Byrkin and Lucy Ann Thomas to whom the said Bond was assigned on the 30th day of July 1843, was disallowed from presumption of fraud notwithstanding decisions exceptions are taken by the counsel of Mary Louisa Byrkin and Lucy Ann Thomas.

Your commissioner further reports that interest was calculated on the debts proven in account D against Thomas & Adams to the 30th December 1843 because on all debts heretofore proven against the said firm the interest had been calculated to that date.

The total amount of claims proven against the said firm of Thomas & Adams amounts

Commissioning office

Sanitised 11th October 1875

In The Circuit Court of DeKalb County.

Pursuant to a decree of the Circuit Court of said county rendered on the 11th day of February 1875 in case therein pending in which R. S. Thomas, C. B. Hayden and W. P. Young Trustees

for James Thomas and John C. Adams & Co are plaintiffs and William D. Fock, Geo. J. Clarke and others are defendants directing a Commissioner to take the following accounts

4th A further account of individual debts against said James Thomas.

5th A further account of individual debts against said John C. Adams.

6th A further account of the partnership debts of the said firm of Thomas & Adams.

The undersigned who was appointed a special Commissioner for these purposes reports to the court that on the day of 1875 he gave notice by publication once a week for four successive weeks of the time and place of the taking of said accounts above mentioned, in the Norfolk Landmark a newspaper published in the City of Norfolk. That on the day so appointed, for want of necessary evidence and to enable the creditors to prove their claims the said accounts were continued and

A further account of the partnership
debts of the late firm of Thomas and
Adams.

"D"

Notes held by Geo. L. Neville made by Thomas & Adams payable to S. G. Bopkin for 200 ⁰⁰ due 11 Jan 1872 with interest at 12 ⁰⁰ /100	200 00	37 26	237 26
Interest at 12 ⁰⁰ /100 to 30 th Dec 1873			
Debt held by Geo. L. Neville made by Thomas & Adams payable to said Neville for 11 ¹⁰ due 10 th May 1872	11. 10		
Interest at 6 ⁰⁰ /100 to 30 Dec 1873	1 03	12 13	
Debt held by John Rodmore made by Thomas & Adams payable to said Rodmore for 29 ⁰⁰ due 24 Feb 1872	29 00	3 22	32 22
Interest at 6 ⁰⁰ /100 to 30 Dec 1873			
Same held by same made by same payable to same for 14 ⁰⁰ due 9 Mch 1872	14 00	1 52	15 52
Interest at 6 ⁰⁰ /100 to 30 Dec 1873			
An account in favor of John Merrans for services due 6 May 1872 for	16 79	16 41	182 20
Interest at 6 ⁰⁰ /100 to 30 Dec 1873			
An account in favor of Adams & Day for 2117 ⁵⁷ due 9 th Dec 1872 less 300 ⁰⁰ for their orders of S. G. Bopkin not proven	1817 57	115 42	1932 99
Interest to 30 Dec 1873			
Total amount debts against Thomas & Adams			2412 32

I never gave any authority beyond that.

Cross examined

Question Who owned the steamer Smithfield at the time of the ~~destruction~~ of Thomas & Adams, as by you of your interest to be 2 day.

Answer The firm of Thomas & Adams, composed of James Thomas & John E Adams.

Question Was not the firm of Thomas & Adams at that time largely indebted.

Answer I suppose they were as things now appear but that was not my impression then.

Question Who was present when Leaft Adams stated to you that Thomas & Adams indebtedness was 10 or 12000 Dollars.

Answer I do not recollect.

Question Where did the conversation take place
In the store of Thomas & Adams then occupied by John E Adams.
And further this deponent said not

J. J. Thomas

As far as the partnership of Adams & Day was concerned
I always looked upon it as insolvent,
and further the defendant said the same

R. K. Chapman

James Thomas one of the late firm of Thomas & Adams
introduced as a witness by the trustees of Thomas
& Adams being duly sworn deposes and says.

Question.

State what understanding if any there was between
you and Adams & Day as to the payment by
them of the debts of Thomas & Adams, the extent
to which said debts were ^{to be} paid under said
understanding and out of what funds.

Answer

I recollect perfectly what took place. I asked
Leah & Adams what Thomas & Adams owed
and he stated about 10 or 12000 dollars. I
told him when Adams & Day could spare out
of their business the amount of the notes due
me by Adams & Day they could pay the same
for Thomas & Adams. I never authorized them
to pay the debts of Thomas & Adams beyond
the amount of the notes due me by Day.
I thought we could make up the deficiency
out of the property of Thomas & Adams.

The understanding was that Adams & Day should
pay debts against Thomas & Adams to the amount
of the notes I held against Day and John
& Adams should pay to the same amount.

Adams & Day's books I find that some of these notes
were credited by myself. Whenever James Thomas
paid over one of Day's notes to Adams & Day the
same was credited to James Thomas by me in
the books of Thomas & Adams. I balanced the
account of Adams & Day against Thomas ^{and Adams} on the
7th Sept and 27 Nov, 1892, also on the 1 Jan, 1893.
In conversation with me soon after the dissolution
of Thomas & Adams or about the time of such
dissolution Capt J. E. Adams stated to me that
Adams & Day would go in to pay the debts of
Thomas & Adams as far as they could. Adams
& Day had no capital to my knowledge other than
the steamer Swiftford and one horse and cart.
They did a very good business as far as freights
and commissions were concerned but am satisfied
that the profits of the business over and above
^{necessary expenses of the firm}
~~expenses~~ could not exceed three thousand
dollars. I have never had any other idea
than that they were using the money received
from sales of produce to pay not only their
own debts but those of Thomas & Adams.
I would mention that whenever James Thomas
paid me of Day's notes to Adams & Day in account
of Thomas & Adams the same was charged to
J. E. Day in Adams & Day's books.
I had access to Adams & Day's books at the
time and had personal knowledge of these transactions.

Question

It appears from the day book of Adams & Day that the items of one hundred dollars charged Oct 21st and the item of One hundred dollars charged Nov 9th as will be seen by reference to said day book and by the order of St Boykin herewith exhibited marked C are drafts drawn by St Boykin on Adams & Day in ^{favor of} Bates Buff & Co. How do these items become charges against Thomas & Adams.

Answer

I cannot tell

And further this deponent saith not.

John E. Adams

McClachman deposes and says in answer to the following question

Question

State what you know of account "A" herewith filed and also the accounts filed by Comptroller Hart,

Answer

I was in the employment of Thomas & Adams as book keeper at the time of the dissolution of said firm and continued in their employment as such until the 1st September or 1st October 1872. I remember making out several accounts of Adams & Day against Thomas & Adams which were presented to Major James Thomas by Mr Day and upon examination by him and myself the same were credited by C. F. Day's notes for James Thomas in purchase of his interest in Thomas & Adams. By an examination of

the amount which L & Day was to pay him
for his share of the steamer say five thousand dollars.
Answer. There was no specified ^{amount} named that I can recollect of.
We were to go on and pay the debts of Thomas & Adams
as far as we could. It was the understanding that
the amount which Adams & Day should pay for
Thomas & Adams, ^{should be affected} by the amount which was due by
L & Day to James Thomas and by my share of the
profits.

Question. Did James Thomas agree to the payment by Adams
& Day of Thomas & Adams debts beyond your interest
in the boat and what L & Day owed him for the
same.

Answer. There was no ~~understanding~~ understanding as to any limited
amount.

Question. What was the consideration of the assignment
account of
of Adams & Day against Thomas & Adams to O. B.
Gordrich & Co to the amount of one thousand dollars.

Answer. For produce sold for O. B. Gordrich & Co by Adams & Day.

Question. Was James Thomas a party to the assignment or
privy to it.

Answer. He was not.

Question. In account "A" Thomas & Adams are charged with
three items of J. H. Perkins of one hundred dollars
each as paid Oct 21, Oct 22 and November 9th
respectively. How and why were they charged with
these items.

Answer. I do not remember anything about them.

assets have they now

Answer.

The debts have not been paid and they have no assets to my knowledge except accounts due Adams & Day. I sold L. H. Day my interest in the Steamer Swiftsides and gave up to him all my interest in the assets of Adams & Day for three thousand dollars for which he agreed to pay the debts of Adams & Day. Out of the account due Adams & Day by Thomas & Adams, one thousand dollars, was to be paid to O. C. Goodrich & Co. The balance of said account after paying O. C. Goodrich & Co one thousand dollars was to come to me.

Question

Did the dissolution of partnership of Thomas & Adams embrace the agency of Jno. P. Thomas.

Did Jno. P. Thomas carry on business as agent for Thomas & Adams after the dissolution of the firm of Thomas & Adams with the consent of both parties.

Answer

He carried on business as he did before the dissolution. There was no particular understanding between us but I did not consider the dissolution extended to that part of the business.

Now examined by Thomas & Adams Trustees

Question

You have mentioned an understanding between Major James Thomas, L. H. Day and yourself as to the payment by Adams & Day of Thomas & Adams debts. Did Major James Thomas agree that Adams & Day should pay Thomas & Adams's debts beyond

Question State what the business of Adams & Day was.

Answer Shipping and Produce Commission Business.

Question Did Adams & Day ever put any money in the concern and if so how much?

Answer None that I know of.

Question Of what then did the funds of Adams & Day with which these debts were paid, consist

Answer They consisted of the profits of the business, to wit from freight commission and passage money.

Question Were or were not the sums of money paid for Thomas & Adams paid out of money received for sales of produce irrespective of what portion Adams & Day were entitled to for freight and commissions.

Answer They were paid in that way except what was collected for Thomas & Adams.

Question Did the amount of money received by Adams & Day for freight, commission and passage money after paying the expenses of running the boat and for clerk hire amount to six thousand dollars.

Answer I do not know.

Question State what is the amount of L. F. Day's account with Adams & Day and also the amount of your account with the same.

Answer L. F. Day account is \$4983¹⁰/₁₀₀. The amount of J. C. Adams account is \$2471³⁴/₁₀₀

Question Have Adams & Day's debts been paid and what

Q. 17

John Adams being duly sworn deposes and says.

Question Examine the account marked "A" and that heretofore filed by Commission State of Adams & Day against Thomas & Adams, state the consideration of the same, and under what circumstances it was contracted.

Answer

The account of Adams & Day against Thomas & Adams was made and directed to be charged mostly by myself. The understanding between James Thomas & I was that Adams & Day should pay the debts of Thomas & Adams as they became due and as far as they were able. The items in the account were generally charged every Saturday night on my return from work. I had been a member of the firm of Thomas & Adams and was a member of the firm of Adams & Day.

Question

State what the assets of Adams & Day were when they formed a copartnership.

Answer

They had the steamer Swiftsfield. No money was paid in by either partner.

Question

State out of what funds these debts of Thomas & Adams were paid.

Answer

They were paid out of what we collected of debts due Thomas & Adams and out of the funds of Adams & Day.

Answer

Rev. Chapman, J. O. Branch and myself
peruse said account. I have not compared the said
account with the ledger of Adams & Day in it.
Since the question was asked ~~there~~ and the
previous part of this answer given I have
compared it and find it correct with the
exception of nine dollars and fifty cents. The
balance should be two thousand five hundred
and forty ~~nine~~ dollars and seventy one
cent, instead of twenty five hundred and
forty dollars and twenty one cent. I have
also examined the account heretofore filed with
commissioners having a balance due to
Adams & Day by Thomas & Adams in the 9th
December 1872 of two thousand one hundred
and seventy dollars and fifty seven cents which
is the amount really due and find the
same to be correct.

Question

State what was the amount due Adams & Day
by Thomas & Adams after the last note due
by you to James Thomas had been credited to
their account.

Answer

Twenty five hundred and fifteen dollars
and twenty nine cents.

And further this document saith that

C. F. Day

Answer.

It looks on the Ledger as if it was scratched out. I don't know ~~whether~~ ^{whether} it is ^{or} not. The entry shows O. C. Gerdrich & Co charged "A and of Thomas & Adams \$1000.⁰⁰" The amount was for the assignment made to them the day previous - marked "B" and filed herewith.

Question

State whether or not the paid one thousand dollars is included in the addition showing a balance in favor of twelve hundred and sixty three dollars and ~~down~~ cents.

Answer

It is not included.

Question

Why was it not included

Answer

Because I wished to see what I owed them without this amount. The charge of one thousand dollars was made by me.

Question

By whom was it erased.

Answer

I suppose by myself

The book being here exhibited showed that the debit of one thousand dollars is erased.

Direct examination resumed

Question

You state in your cross examination that you have not compared the account "A" as drawn off with the original entries to see whether the same is correct or not. State what posted said account and whether you have compared the said account with the Ledger of Adams & Day as posted in it.

that Thomas Adams would be responsible for the same. The account of Good Thomas, as agent for Thomas Adams, was all made after the dissolution of the firm of Thomas Adams.

Question. What was the consideration of the assignment to O.B. Goodrich & Co for one thousand dollars mentioned in assignment B. filed with your deposition and was the assignment made on the date mentioned in the assignment?

Answer. We were owing them an account as shown on pages 324 and 328 of Adams & Day's ledger amounting to twelve hundred and fifty three dollars and eleven cents. Adams & Day dissolved partnership I think about the 10th February 1873, and the ~~and~~ account with Adams & Day ends the 22 January 1873. The assignment was made on the date mentioned in the assignment viz the 16th October 1873.

Question. Explain the items in said O.B. Goodrich's & Co. account on page 328 after the date you have added to of 22 Jan'y 1873.

Answer. I suppose the amounts were paid by G. F. Day for Adams & Day.

Question. Explain the Chap in said account of October 17th 1873 of one thousand dollars taken from Day Bank page 706. Refer to said page of the Day Book and show the consideration of said Chap.

Answer. By KK Chapman, M^H Fitch, ~~James~~
O. Branch and myself. They were made
chiefly by myself. The data for the charges were
generally obtained from Capt John C Adams.
Account "A" was drawn off by James O. Branch.

Question. Have you compared the account "A" as drawn
~~as drawn~~ off with the original entries to see
whether the same is correct or not

Answer. I have not

Question. What did you mean by saying in your
examination, ^{in chief} that you agreed to pay the debts
of Thomas & Adams as far as was in your
power

Answer. I meant whenever they were brought to us and
we had the money to pay them we would do so.

Question. Out of whose funds were the debts of Thomas &
Adams charged in account "A" and the account
previously filed with Commissioner Hunt paid.

Answer. Out of the funds of Adams & Day

Question. Explain the charge against Thomas & Adams of
the amount of \$200 & Thomas account of \$200
Hundred and nine dollars and seven cents and
amount paid E. P. Vail & Co. for same \$200 and
an fifty cents.

Answer. They were so charged because they were due by
Dr. O. P. Thomas as agent for Thomas & Adams
I had asked Capt Adams repeatedly about the
account and he told me it was all right

the money was actually paid in some instances, but I did in others.

Question Were you present when the debts were paid at any time

Answer Some of them. I was not present when most of them were paid. I did not always know beforehand when the debts were to be paid.

Question Did you know beforehand when most of them were to be paid?

Answer I do not remember whether I did or not.

Question When Capt Jas. C. Adams went to Europe did you know what debts he would pay before his return

Answer I did not.

Question If you had known beforehand that he would pay the amount of Thomas Adams' debts he actually did pay as shown by your account would you have consented to such payment

Answer I knew that he was paying them and did consent. I was willing that he should pay them.

Question Do you mean to be understood as saying that Capt Adams appropriated the funds of Adams & Day to the payment of Thomas Adams' debts to the amount shown by account "A" with your approbation and consent, given before such payment.

Answer It was with my consent but not always given before the payment.

Question By whom were the entries of the items in account "A" made on your Day Book

said notes in the agreement between us.

Question. Do you wish to be understood as saying that James Thomas gave you an indefinite and general authority to pay the debts of Thomas & Adams.

Answer. I was understood between James Thomas, John E. Adams and myself that Adams & Day were to pay the debts of Thomas & Adams without regard to the amounts when in our power to do so.

Answer excepted to as not responsive to the question.
and Question repeated.
Whenever Adams & Day presented their account against Thomas & Adams it was handed to Major James Thomas for his inspection. To the best of my knowledge and belief the whole of account herewith filed marked "A" has been presented to and approved by Major James Thomas. As an evidence of this my notes due to James Thomas were given up to me by him and credited in the account of Adams & Day against Thomas & Adams. I do not remember that the account was presented to James Thomas after the audit of the last note.

Question. Were the debts of Thomas & Adams charged in account "A" paid by you in person

Answer. Generally by Lieut John E. Adams.

Question. Were they paid with your knowledge and consent at the time of payment

Answer. The debts were paid in Norfolk by Lieut John E. Adams. Said charges to Thomas and Adams on his return to Smithfield. I did not know when

understood between James Thomas, and myself that the notes given by myself to him for his half interest in the steam Smithfield amounting to some four thousand dollars were to be applied as a credit on the account of Adams & Day against Thomas & Adams."

Answer

I do not know that I can make my meaning any more explicit than I have already done. It was understood between James Thomas, and myself that these notes, due by me were to be applied to the credit of Thomas & Adams in Adams & Day's books for any debts which Adams & Day had paid for ~~them~~ then buying for Thomas & Adams in New York and elsewhere. I do not remember whether this agreement was made before or after I gave the notes to James Thomas.

Question

Did said James Thomas at any time authorize you to pay the debts of Thomas & Adams beyond the amount of said notes, & what was the amount of said notes.

Answer

It was understood between James, Thomas, John C. Adams and myself that Adams & Day were to pay the debts of Thomas & Adams without regard to the amounts when in our power to do so. The amount of said notes was four thousand dollars.

Question

Am I to understand from your last answer that James Thomas authorized you to pay the debts of Thomas & Adams beyond the amount of said notes.

Answer

There was nothing said about the amount of

agreement ~~with~~ ^{were indebted} O. & Goodrich & Co to whom Adams
& Day, then I would give them an order on Thomas &
Adams, Trustees for 10000 of the said sum of
\$2117.57. ~~Due~~ by Thomas & Adams to Adams & Day. This
agreement was made I think in October 1872.
I gave the order for 10000 which is herewith filed marked
"B"

O

Question

Now examined by Thomas & Adams Trustees
State whether or not the debts in your account "A"
against Thomas & Adams were for payments made
after the dissolution of the firm of Thomas & Adams,
Answer They were.

Question

You have mentioned in your examination in chief
that James Thomas one of the firm of Thomas
& Adams authorized you to pay off the
debts of Thomas & Adams to the amount of
the notes given by you to him for his half interest
in the Steamer Smithfield. Say whether or not
he ever authorized you to pay the debts of Thomas
& Adams beyond the amount of these notes.

Answer

It did not mention that James Thomas authorized
me to pay off the debts of Thomas & Adams to the
amount of the notes given by myself to him for
his half interest in the Steamer Smithfield. He
did not authorize me to pay the ~~debts~~ of Thomas
& Adams beyond the amount of these notes.

Question

Explain ~~what~~ ^{what} you mean by your remark
in your examination in chief that "it was

the account marked "A". It is made out
"Messrs Thomas & Adams in account with L. J. Day".
It should be "Messrs Thomas & Adams with Adams
& Day". The accounts are correct to the best of
my knowledge and belief. Adams & Day were
the successors of Thomas & Adams. The debts
were contracted as other debts usually are. We
collected money for them and paid money for
them. Thomas & Adams had dissolved partnership
and the items of this account were for debts paid
by Adams & Day for them and the credits are for
moneys received for them, for James Thomas and for
John E. Adams. When Thomas & Adams notes fell
due ~~Adams & Day~~ paid them, or paid the current
and interest as was required. I would also state
that it was understood between James Thomas
and myself that the notes given by myself
to him for his half interest in the Steamer
Smithfield amounting to Four thousand ^{dollars} were to
be applied as a credit on the account of
Adams & Day against Thomas & Adams and were
so applied. The amount due by Thomas & Adams
on both the accounts ~~herewith~~ filed is \$2117.57 with
interest from the 9th day of December 1872. Account
"A" is an itemized statement of the balance due on
27 November 1872 by Thomas & Adams to Adams & Day
with which balance the account ^{of Adams & Day against Thomas & Adams} heretofore filed
with Commission starts commences. I made an

9 Sept 1875

Question

C. F. Day being duly sworn deposes and says
State your age and your occupation during the
years 1872 & 1873

Answer

I am twenty seven years old. During the years
1872 & 1873 I was engaged in the Steam Packet
and commission business. I was in partnership with
Capt John C Adams from 6th May 1872 to some time
in February 1873, I think about the 10th

Question

Please examine the accounts filled herewith marked
'A' of Adams & Day against Thomas Adams
and the accounts previously laid before Commission
part of Adams & Day against Thomas & Adams
and state whether they are correct and under
what circumstances they were constructed.

Answer

My bookkeeper made an error in the beginning of

4th Account 30 Jan'y 1864

221.88

5th Nov 27th May 1872

135.55

The old books of Thomas & Adams prior to 1853 were taken
by the enemy during the late war and destroyed,
^{was stated by John C. Adams.}
by which books it is ~~supposed~~, would show an indebtedness
by John & Thomas to Thomas & Adams of about one thousand
dollars.

Answer

State what amount he paid and in what currency.
It was paid during the war in Confederate money
and was about one thousand or twelve hundred dollars.
But I took ^{it} dollar for dollar for the indebtedness of John
P Thomas.

Question

State when the goods above mentioned were furnished to
John P Thomas.

Answer

About twenty five or thirty years ago

Question

You state above that John P Thomas paid the notes for the
Johnson lot. Please state to whom he paid the money
and give the history of the whole transaction.

Answer

As well as I recollect the money was paid to J. P. Thomas
as agent for Mrs J. H. Powell, to Mrs J. H. Powell or to W. A.
^{but to the person holding the bonds}
Attorneys I do not remember which, these bonds were
the bonds of John H. Stogges secured by deed of trust in
the house and lot now occupied by James A. Johnson.
These bonds were received by Thomas & Adams for their
face value dollar for dollar having been purchased by
John P Thomas for Confederate Money as above stated.
And further this deponent saith not.

John Thomas or

The accompanying states that there is due to Thomas & Adams
by John P Thomas as shown by their present book & otherwise
the following sums

1 st	Dr to his date 28 Jan'y 1857 for	92.00
2 ^d	account on Slough Union Oct'r 1865 "	25.26
3 ^d	do " 5 May 1866	689.64

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and he had never made us any returns. He had nothing but what Thomas Adams had furnished him, except the profits of this business. The whole indebtedness of John P Thomas does not appear on any books of Thomas Adams and Thomas Adams & Co. I bought ~~the~~ Whadons stock of goods without telling John P. Thomas know anything of it and sent for him to take charge of the same. The amount for these goods was never charged, I think, or if charged it was charged to me. These goods were afterwards taken under execution for John P Thomas's debts when we set him up again.

Question

State whether as between yourself and John P Thomas you ever expected him to pay for these goods, and were not these goods furnished to enable John P Thomas to support his family.

Answer.

My great object was to enable ^{him} to support his family. but at the same time while I did not look upon it as a gift I should never have called upon him for the money unless necessity had compelled it.

Question

State whether or not the amount paid for the Johnson lot by John P Thomas was or was not an offset to the indebtedness of John P Thomas to Thomas Adams and Thomas Adams & Co.

Answer

That was the object I had as far as it went.

Question

You have stated that you considered the amount of money paid by John P Thomas as a credit on his account due Thomas Adams & Co and Thomas Adams.

Question.

R. S. Thomas being duly sworn deposes and says.
State what you may have heard James Thomas
the obligor of the Bond herewith filed marked A, say
about the same

Answer

About the time that it was to be presented to Commissioner
Hart I had some conversation with Major James Thomas
relative to it. He expressed great surprise at the
existence and production of the bond, saying
that he had for a long number of years contributed
largely to the support of John P Thomas and his
family. That he had never paid this bond in money
but that he had paid it over and over again
in supplies and support furnished to the said
John P Thomas and his family. That regarding
it as paid he had upon more than one occasion
before the war, I think, called for it that it
might be delivered up and destroyed and he was
told that it could not be found. He did not
designate to which member of the family of John
P Thomas he had applied for the bond.
And further this deponent saith not.

R. S. Thomas

Question

James Thomas being duly sworn deposes and says
State who paid the notes for the Johnson lot

Answer

John P Thomas paid the notes, but I suppose out of
money which he had as agent for Thomas & Adams.
Thomas & Adams had set him up in business

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understanding there was with James Thomas and John
P Thomas about the matter. The lot was sold by Thomas
& Adams Trustees as their property. I was not privy to
the purchase and all that I know about the matter
is derived from conversation with James Thomas and
John P Thomas. The lot alluded to is the same which
was conveyed to Thomas & Adams by deed from James
H. Bender Trustee and Eliza F. C. Hodges dated 20th November
1867.

Question

If the amount paid by John P Thomas for the above
and lot above mentioned was a proper credit on the
account of his indebtedness to Thomas & Adams
and Thomas, Adams & Co, would it liquidate
the whole of that indebtedness? If not state how
much would remain unpaid as near as you can

Answer

As well as I remember he owed the firm of Thomas
& Adams prior to 1853 about ~~one~~ thousand dollars:
then the firm of Thomas, Adams & Co was formed and
continued ^{when the new firm of Thomas & Adams was formed} in business until 1868. My impression is
that he owed ^{and the new firm of Thomas & Adams} Thomas, Adams & Co, about one thousand
dollars. I have no definite recollection of the matter
but this is my impression
And further this deponent swears to the mat.

John E. Adams

1
firm of Thomas & Adams ~~did not~~ ^{lost} any thing by him when he was sold out in 1844. After living with James Thomas for several years, the firm of Thomas & Adams set him up in business in the town of Smithfield where Mrs Pitman now lives. He carried on business at that place some year or two when he moved to the corner store at present occupied by W.D. Hook. Some years after went Mr James Thomas built a store house on his land in front of the store house at present occupied by P.D. Gurnett, in which house John P Thomas carried on business for several years as agent for Thomas & Adams. It was never intended that Thomas & Adams should derive any benefit or profit from the business carried on by John P Thomas as agent, and they did not derive any. My recollection is that John P Thomas did not owe Thomas & Adams anything when he was sold out in 1844. I have considered him insolvent since he was sold out in 1844.

Question

Do you know who paid for the Johnson lot in the town of Smithfield.

Answer

John P. Thomas paid the money for the same, I do not recollect the amount. The deed was made to Thomas & Adams

Question

Was not John P. Thomas entitled to credit on the accounts due Thomas & Adams and Thomas, Adams & Co for this amount. Paid for this lot.

Answer

I should think so, but I do not know what

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Thomas & Adams and Thomas, Adams & Co. I do not know whether or not he was indebted to James Thomas individually. He used Thomas, & Adams and Thomas, Adams & Co. considerable sums of money but I do not recollect the amounts. The accounts were kept against him as agent for Thomas & Adams. I have always considered John D. Thomas as insolvent. The accounts of Thomas & Adams and Thomas, Adams & Co. had not been paid at the time I left the employment of Thomas & Adams on the 1st September 1842. I was Book keeper for Thomas, Adams & Co and Thomas & Adams from the 29th Jan'y 1841 to 1st September 1842 And further this deponent says not.

J. K. Chapman

John E. Adams one of the late firms of Thomas & Adams and Thomas Adams & Co being duly sworn deposes as follows.

Question.

State what you may know of the pecuniary condition of John D. Thomas and of his indebtedness to Thomas & Adams and Thomas Adams & Co and to James Thomas individually and how his family was supported.

Answer

When Bro. D. Thomas was sold out in 1844, he went with his ^{family} to live with Mr James Thomas and lived with him for several years. I ^{do not} remember that the

When the whole I do not know whether by J. Thomas, my brother, or by Thomas and Adams or myself individually the trust money.

Question

Is not the Mary Louisa Boykin mentioned in the assignment in this bond the wife of Samuel S. Boykin?

Answer

Yes.

Question

Is not the said Samuel S. Boykin indebted to you or are you not liable for him as endorser or otherwise and if so to what amounts?

Answer

He is indebted to me and I am liable as endorser for him for a larger sum than the amount of this bond.

And further this deponent saith not.

J. Thomas

20th Aug 1875

The Commissioner at the request of counsel, states what he knew about the indebtedness of John S. Thomas, to Thomas & Adams, Thomas Adams & Co and to James Thomas, and also what he knew of the pecuniary condition of John S. Thomas.

I knew that John S. Thomas was indebted to both

page 4
said ^{land} paying the balance of her interest in cash which was I think some two hundred dollars or more. This bond was given in my name but was for the benefit of Thomas and Adams. The deed of trust under which the land was ~~land~~ ^{sold} was made to secure ^{debts} due Thomas and Adams and James Thomas. I bid the land off as much for my own benefit as I did for Thomas Adams'. I think the deed of trust secured James Thomas to a larger amount than it did Thomas and Adams. My recollection is that the bond was made payable to Whitfield W. Holliman to preserve the marital rights of Mrs Susan F. Thomas' husband attaching.

X Question

State whether the said bond has been paid off or is still due and unpaid

Answer

I have never paid the bond and never saw or heard of it ^{after it was given} until about the time Thomas and Adams made an assignment for the benefit of their creditors. I thought the bond had been lost or destroyed. I had furnished for the use of my brother and family a great deal more than the amount of this bond. I sent them what they wanted and charged it to myself. In furnishing these things I had no reference to the bond. I should have furnished the same if the bond had not been in existence. Had I been called on at any time before my insolvency for the amount of this bond I should have paid it. Thomas and Adams were endorsers for my brother Geo F Thomas as well as I collected and he also owed them about eighteen hundred dollars.

Page 3
James Thomas whom I have alluded to as Major Thomas is the brother of Geo P Thomas who was the husband of Susan P. Thomas the obligee in said bond and the said Susan P. Thomas was on the date of her assignment of said bond to Mary Louisa Byrkin and Lucy Ann Thomas the wife of said Geo P. Thomas and was at the time on her death bed, died a short time afterwards leaving her said husband surviving who is still living. The said assignees Mary Louisa Byrkin and Lucy Ann Thomas are the children of the said Geo P. and Susan P. Thomas. It is my opinion that Captain John P Thomas was insolvent for many years and was doing business as agent for Thomas and Adams. And further this deponent saith not.

L B Byrkin Pastern

Question

James Thomas being duly sworn deposes and says. State under what circumstances and for what consideration the bond marked "A" filed with the deposition of D B Pastern and now shown to you was given or made.

#

Answer

As well as I recollect when Geo P. Thomas' land was sold Mrs Susan P. Thomas refused to relinquish her interest unless she was paid for it. I bid off the land in my own name for Thomas and Adams. This bond was given to Mrs Susan P. Thomas in part for her interest, Mr John C. Thomas the purchaser of

asked, I think, something about it when Mrs Thomas
replied. (Objected to and objection sustained by the Commission)
I saw Major James Thomas in regard to the bond and asked
him about it. I did not have the bond with me when
I saw him, nor did I tell him the amount or date, but
he recalled the bond. I cannot repeat his exact
words to save my life but can give the substance of
them. He said (Objected to because it has not been shown
that this conversation took place before the assignment of
Thomas and Adams, and when Major Thomas was a party
in interest, and because it is hearsay testimony, and
that Major Thomas is alive and might be produced as a
witness) that he considered the bond valid in that he
had done so much for the family. I told him that Mrs
Thomas did not consider that he had ever paid her
a cent. I asked him to renew the bond so as to bring
it in date, I supposing it was out of date. He said
a better plan would be to give a credit upon it of
One hundred dollars and that would bring it in date.
I would state that this conversation took place in my store
in the town of Smithfield. Major Thomas said that while
he gave the bond it should have been Thomas and Adams'
bond and not James Thomas', that the consideration
was for her surrender of her dower interest in the farm
of her husband which farm at the time of the conver-
sation belonged to the Estate of John E Thomas. I am
not positive that Major Thomas stated that this bond should
have been Thomas and Adams' instead of James Thomas'

10th Jan 1845

Question

A. B. Pasten having been duly sworn deposes and says.
State what you may know about the bond of James
Thomas herewith filed marked "A" and what you have
heard the said James Thomas say in relation to the said
bond and when and where said conversation occurred.
(Bond objected to on account of presumption of payment
and because it is barred by the Statute of Limitations).

Answer

I was at Captain Jack Thomas' on one occasion; can't
say positively whether it was before or after the assignment
of Thomas and Adams to their trustees for the benefit of
their creditors; Miss Lucy Thomas was looking over papers
to find some receipt: I was looking over a portion of
them and I came across this bond. I called the
attention of Mrs Thomas and Miss Lucy to it and

Thomas & Adams' Trustees

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W. J. Folk & others

Declarations of Witnesses taken
before Commissioner
as to purchase by W. & J. Folger &
as to value of the Grove House & Lot

Octo. 9th 1875. Filed.
with the Comm. report of
9th Octo. / 75.

Geo. S. Clarke being duly sworn deposes and says that he owns a lot, held at three quarters of an acre, in the town of Smithfield, on which there is a dwelling house, kitchen, smokehouse, stable &c. That he considers its annual value much less than that of Mr. James Thomas' lot which was assigned to Mrs. Anna M. Thomas or rather, that was conveyed to her in lieu of dower. That he gets for his said lot an annual rent of \$150. and in addition there gets the insurance paid by the tenant which is somewhere between \$18. and \$20. He does not remember the exact amount of said insurance. He thinks the annual value of the James Thomas lot at least one half more than that of his own lot above mentioned. He would further state that he is interested as a party in this matter, that is, as a creditor of James Thomas but he does not think that his opinion is biased by this fact. And further this deponent says not

Geo. S. Clarke

James Thomas having been duly sworn deposed and
said, the Whitehead farm rented for \$550- the Stinson
farm for \$300- the Round Hill farm rented for \$200-
The Port tract was never rented being wood land. The Bagg
tract was leased in ^{year} 1892 at \$100 a year. The Butler lot
rented for \$200- the Dodge lot for \$150- the Love Grand Wharf
was never rented but ought to have rented for \$250- the Toll Bridge
for \$350- the Edwards farm would rent for \$90-
These rents are for the year 1893.

And further this deponent saith not

J. A. Thomas

Subscribed before me

C. H. Stinson

Question You state above that you examined James Thomas lot at his request state whether or not anyone else examined it with you by like request and if so who?

Ans Col. W H Casey examined it with me, Mr Watson said that he had already examined it but it was useless for him to go with us

Quest Did you & Col Casey compare opinions as to the value of the property & did you make ^{known} to Mr James Thomas your opinions or the conclusions which you came to?

Ans I did not compare opinions with Col Casey as to the value of the property, nor did I inform Major Thomas what my opinion was.

Quest Were you summoned to give this deposition before or after the examination of said property?

Ans After wards. I was summoned last Monday. We examined the property about 15 days ago I think

Quest You state above that you think the property would be worth at \$2000 if sold in the time you mentioned. Do you not think it is worth more than \$2000?

Ans Not in the present condition of the money market. I do not. Money is very scarce & I do not see any prospect of its getting better. And further this defendant will not

Henry B. Womble

this relationship I would not value the said property at more than \$1500 -

Direct examination resumed

What is the value of property in Smithfield compared with what it was before the war?

Ans. I think it has depreciated fifty percent since the war, comparing its present market value with its appraised value before the war.

And further this Dependent I will not,

J. F. Chalmers

H. H. W. Noble having been duly sworn deposes that he is the State your age and residence and whether you are acquainted with the lots of James Thomas, assigned to his wife Anne M. Thomas and that of John Eckdams assigned to his wife Sulmette Eckdams, and what are the ~~value~~ fee simple and annual value thereof.

Ans. I am 42 years of age and live in Smithfield. I am well acquainted with the property mentioned. About fifteen or twenty days ago I examined the James Thomas ^{lot} thoroughly. It was done at the request of James Thomas. The building, out houses and enclosure are right much out of order. I think it cheap property at \$2000 if sold on a credit of 6, 12 & 18 months, but carrying interest from date. I think it would rent for \$250 - that is what I appraised the rent at in opening his business to keep a boarding house. I was the officer of Newport Township. I think Capt. Eckdams lot if sold in the same terms would bring \$1500 and that it would rent for \$200 - Cross examined by Mrs. J. Clarke

and its annual value is \$175. The John E Adams lot is
worth I think \$2000 and its annual value \$200 - including the
two tenements in it.

And further this I present saith not.

Wm. B. Westover

James P. Adams is having him duly sworn deposed & saith
that in your age and residence, are you acquainted with the
lot of James Thomas in Smithfield, assigned to Anna M Thomas his
wife and that of John E Adams assigned to Abner M Adams
his wife, and what are the annual & presumptive values thereof?

Ans I am only two years old and reside in Smithfield. I am
well acquainted with the said property. I think ~~that~~ ^{not} ~~it~~ ^{as lot} ~~is~~ ^{not} ~~worth~~ ^{more} than \$1800 if sold on a credit of
six, twelve and eighteen months deducting interest. I think
it would rent for \$150. I think the house is very much in
need of repairs. The fencing and out houses are in bad condition
& part of the fencing cannot stand very long unless some repairs
are put in it. I do not think the John E Adams lot would sell
for over \$1250 in the same terms as above mentioned unless some one
wished to buy it for investment to rent. There being two tenements
which rent for \$100 at present. I think the whole lot would rent
for not more than \$150. I have had an opportunity of being
acquainted with the sales of property in Smithfield for several
years. I am Commissioner of the Revenue.

Ex examined by Geo. H. Clarke

Question Are you related to Mr James Thomas or his wife?

Ans Mr Thomas was my aunt, and I ~~am~~ ^{was} one of her heirs. But for

that can be sub-let.

Have you recently seen and examined these lots, and when

and at whose request did you examine them?

Ans I have not been on the lots at any ones request to examine them. I have been in James Thomas lot within the last week or so. I am frequently in both lots.

Have you been consulted as to your opinion of their value?

Ans I have not.

Have you expressed to the parties or to any one interested your opinion of their value?

Ans I have not, I was sent for this morning by James Thomas and told that to day was the day for the meeting of the committee to appraise the value of his property and he wished me to attend and that I would be subpoenaed. Mr Rd Thomas requested me to attend & gave my deposition.

And further this deponent saith not

Wm G. Rouse

Question That B Watson having been duly sworn deponent saith that he is a State gunnery, and residence, that he is acquainted with the property and mortgage of James Thomas which was assigned to Anna Mc Thomas his wife and that of John E Adams, assigned to Antoinette V Adams his wife, and what are the present and annual values thereof?

Ans I am forty seven years old, reside in Smithfield and am a carpenter by occupation, I am well acquainted with the property alluded to. I think James Thomas lot is worth \$2000-

and its annual value is \$175. The John E. Adams lot is
worth I think \$2000 and its annual value \$200 - including the
tax assessments on it.

And further this Dependent saith not.

L. A. B. Weston

James R. Chalmers having been duly sworn Deponent & said

What is your age and residence, Are you acquainted with the
lot of James Thomas in Smithfield, assigned to Anna M Thomas his
wife and that of John E Adams assigned to Abner M Adams
his wife, and what are the Annual &c simple values thereof?

Ans I am forty two years old and reside in Smithfield. I am well acquainted with the said property. I think ~~that~~ ^{not} ~~it~~ ^{it} will sell for more than \$1800 if sold in a credit of six, twelve and eighteen months deducting interest. I think it would rent for \$150. I think the house is very much in need of repairs, the fencing and out houses are in bad condition a part of the fencing can not stand any longer unless some repairs are put in it, I do not think the John Coffmans lot would sell for over \$1250 on the same terms as above mentioned unless some one wished to buy it for investment to rent, there being two tenements which rent for \$100 at present. I think the whole lot would rent for not more than \$150. I have had an opportunity of being acquainted with the sales of property in Smithfield for several years. I am Commissioner of the Revenue.

Examined by Geo. H. Clarke

And Mr. Humes was my aunt, and I am one of her heirs, But for

There are about 3 acres in the James Thomas lot, and about half an acre of arable land besides the garden and yard. This half an acre can not be rented out or used to any advantage separately from the remainder of the property. And further the Deponent saith not.

C. L. Orem

W. H. Carey having been duly sworn Deposition & Sworn
That he ^{of James Thomas} briefly one year ^{old. resides about 3 miles from Smithfield} is well acquainted with
the lot ^{of James Thomas} named in the foregoing Deposition; that he
has present and viewed the taking of the foregoing dep
osition of C. C. Chalmers, and he is even fully there
with as to the James Thomas lot. That he is only slightly
acquainted with John Estlin, but can not give
a definite opinion about it, I should think there was three
or three and a half acres in the James Thomas lot, and about half
an acre of arable land besides the yard and garden
crop examined by us T. Blake

Justine Having gratefully seen & answered The James Thomas
note

Ans I was in it and looked at it then or three weeks ago. I don't
 know what time it was. There was a controversy about it, and I thought
 I should give an opinion about it rather than
 be called in to give an opinion afterwards.

~~Carry~~ further this important South West

Prussia state as near as you can on what day this request
was made by James Thomas how what day you examined
the said premises.

And I do not know exactly the day, but it was some two or three ^{I think}

star buildings on James Thomas lot.

Answer examination returned.

You have stated ~~and your own examination~~ others might give more than \$2000 for James Thomas lot but that you did not want that kind of property. Do you think it would be a judicious investment for one who wanted to invest in real estate, to give over \$2000 for it

Ans. I do not think it would be.

And further this I repeat I will not.

C. C. Chalmers

Question C. F. Wren having been duly sworn deponent and said I am your age and whether you are acquainted with the property of James Thomas aforesaid to his wife Anna M. Thomas and that of John E. Adams aforesaid to his wife Anne M. Adams, and what is its Annual and fee simple value?

Ans. I am sixty two years old. I am well acquainted with said property. I have known it for many years. I think James Thomas lot ought to sell for \$2500 or there abouts. I would give that for it if I wished to buy. The property is in a dilapidated condition generally. I think it ought to rent for \$150 or \$175. I think it ought to rent for more than the Southall lot which I have heard rents for \$100. It is a much more desirable place than the Southall lot. If anyone wished to farm the Southall lot is preferable as it has more land attached to it. but as a residence James Thomas is preferable. I suppose John E. Adams lot ought to sell for from \$1500 to \$1800. It ought to rent for \$150 to \$175 as there are trees on it which can be cut off.

Question 3 New muck land is ^{comprised in} ~~attached to~~ The lot of John E Adams
Ans. I think there is not more than an acre.

Question 4 Please describe the number and condition of buildings on paid lot.

Ans There is a ~~small~~ wooden dwelling about 20 x 30 feet
It was attached to ^{it} a Dutch roofed ~~man~~ ^{man} which has two rooms below
and one above. There is a very good kitchen, stable and carriage
house. The ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~house~~ ^{house} ~~is~~ ^{is} ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~best~~ ^{best} ~~condition~~ ^{condition}
The kitchen is in a very good condition. The house
part is out are only ordinary. The dwelling was in good
order twenty two years ago but I do not know the condition now.

Quest. 5 What is the size of James Thomas Dwelling House?
It is about 36 x 40 feet.

You have stated in your direct examination that the outhouses
 & 1/2 barn on James Thomas' lot are in bad condition & that the
 dwelling house needs a good deal of repair. It is ~~not~~ whether
 or not the buildings on the lot of John E. Adams are in any
 better condition or repair.

I think they are. The kitchen is a better building than Jones
Homes, and the two barns are in better condition than some

for simple and Annual. And further depone that

Wm Chapman

9th 3rd I have known Wm Chapman for a long time and know that he is 31 years of age, was born in Connecticut, and is acquainted with the property in dispute, and has been employed by Anna M. Thomas and A. Thomas as the free simple agent about of this estate, and that right of same, within their power, and that he has had the assistance of James Brown as the free simple and Annual value of same property and circumstances of opinion, and further this depone that

Wm Chapman
15 or 20

Anna M. Thomas has been daily in possession of same and that he thinks the annual value of the Consuelo tract is \$40, the annual value of the East of Shaw tract is \$20 and the annual value of the Whitcomb and Goodrich portions of the Green tract is \$10 for the Goodrich tract, and \$15 for the Whitcomb and the Davis tract is worth \$10 or \$15 per annum. And further this depone that the taxes would have to be paid out of the rents, and further this depone that at the date of the deed of agreement was 69 years that of his wife was of the rents, and further this depone that

J. Thomas

Subscribed and sworn before me

Chas. B. Johnson Clerk

James P. Ordway being duly sworn deposes and saith,
And further this deponent saith not.

J. P. Ordway

Question
James P. Ordway being duly sworn deposes and saith,
That your age, residence, and whether you are acquainted with the
property assigned to Mrs. Anna M. Thomas as her husband's equivalent
of her contingent right of dower in the lands of her husband
James Thomas, and what is its value having reference to the
value of other lands in Smithfield?

Answer. I am in my thirty first year and live in Smithfield. I
have known the said property since I was a boy. I think it would
sell for \$3500. I think it would rent for \$250 per annum. There is
a tract of land in the town of Smithfield, one and a half acres of land, and
the same is situated with the property in Smithfield assigned to
Mrs. A. Williams as the legal equivalent of dower her contin-
gent right of dower in the lands of her husband John Williams
and what is its value having reference to the market value of other
lands in Smithfield.

Question
Answer. I think it is worth \$2000 and would rent for \$250 per
annum.

And further this deponent saith not.

Jas. P. Ordway

James P. Ordway being duly sworn deposes and saith,
That he is 30 years of age, and lives in Smithfield. He is
the above deponent of James P. Ordway and deposes on the
Thomas Thomas as to the value of said property both

(the C.R. Adams firm) conveyed by deed of Robert McAdams
Trustee of same 1st 1868, and of several tracts of land conveyed by
deed from C.R. Adams, a Trustee and McAdams and wife of August
1st 1865, and of the Boggs tract conveyed by deed from the Retention
Company of May 20th 1871, and of the Kaszi lot conveyed by deed of
November 20th 1867 from Eliza McAdams and J. F. Crocker Trustee, and
of the Storehouse and wharf conveyed by Geo. Wilson and wife and others
by deed of November 7th 1859, herewith filed were made out of the
individual funds of James Thomas and John E. Adams, or out of
the partnership funds of Thomas & Adams, and whether the said
tracts of land respectively were held by and used for the benefit
of said firm of Thomas & Adams.

Answer. The said several tracts of land were paid for out of
the partnership funds of Thomas & Adams, and were held and
used by them for the benefit of said firm. The rents and profits of
said lands were used in the firm. All the lands my interest in lands
with the exception of Conant's tract, Gerstaphan tract, the Grove
tract as assigned to me in the partition between myself and John E. Adams
dated February 1st 1888, and tracts bought of Stephen & J. S. Davis, was
that of a partner in the firm of Thomas & Adams, and was used for partner-
ship purposes.

Question. What was the business of the firm of Thomas & Adams?

Answer. It was a general wholesale and retail ^{shilling and} ~~and~~ ^{merchandise} business
and to make money in any way ^{we} could. We bought lands
but it was not one of the primary objects of the partnership.

Question. What were the objects of the firm in the purchase of lands?

Answer. It was to ~~make~~ ^{earn} ~~make~~ ^{make} money ~~in any way we could~~ ^{in any way we could}. The first
other goods ~~in merchandise~~ ^{in merchandise} that we bought and sold. The first

The said James Thomas being first duly sworn,
deposes and says -

Quest. by Justice of Thomas & Adams -

State whether the payment for the half of
the Whitehead farm conveyed by your wife
by deed filed herewith, bearing date
on the 18th of Jan'y. 1872, to Jas. E. Adams, was
paid for out of the partnership funds
of Thomas & Adams or the individual
apts of John E. Adams, and whether the
original payment for the whole of said
Whitehead tract when purchased by
you from Jas. E. Adams or his wife for \$2.
^{under the said deed and make of November 18th 1871 herewith filed}
B. Whitehead was made by you from your
individual funds or from the funds
of Thomas & Adams. And whether the said Whitehead
farm was not used and held by you as the part-
nership property of Thomas & Adams.

Answer. It was paid for out of the partnership funds of
Thomas & Adams. Both when purchased by one and when John E. Ad-
ams purchased the one half and was held and used as the part-
nership property of Thomas & Adams. John E. Adams being the trustee
could not purchase the property and I therefore bought it in my
name for the firm. B. Whitehead was owing Thomas & Adams
and I thought by purchasing it I could settle it for an
advance and pay a part of the debt, and the proceeds of the
sale of the same would be used to pay the debt.

Question 2. State whether the payments respectively of Ravenswood.

standing by the crier, ~~Whitcomb~~
and it was announced by reading the written names of the bidders.
~~by the crier~~ It was intended to be sold
by said bonds, without any regard to the
number of acres, and was so sold - There
was a written memorandum of said bonds &
when the land was put up the said mem.
was in the hands of W. Thomas, ~~and~~ I think he
read the bonds from the same. And as well
as I recollect, they were repeated by the crier.
There was nothing said either by W. Thomas
or the crier, in my hearing, as to the quantity
of land contained in said bonds or as to
the relative quantity in that piece and
the piece afterward bought by A. C. Goodrich.
I was upon the spot or within a few feet of
the crier & W. Thomas when this land was put
up & during the time it was being sold, until
it was cried out to W. Dr. B. ~~Dr. B.~~ ^{Whitcomb}, and I
am positive nothing was said by either the
crier or W. Thomas in my hearing or that
of the by standers generally as to the quantity
of said land, or any apple trees being thereon.

And further the defendant saith not.

J. D. Young

divided into two parts. For the purpose of determining how said balance should be divided and sold, W. R. S. Thomas, W. W. D. Folk and myself went upon the premises & determined the bound of the said parcel of land purchased as aforesaid by W. Whithead, and made a written memorandum of the bound, to wit: commencing at a point north of the dividing line between the property of W. C. B. Hayden & Jas. Thomas running down a ravine and across the marsh a straight line in the direction of a red bank across the creek, until it reached the creek, then down the creek, passing under the bridge to a point opposite the horse lot of Thomas & Adams, then across the marsh & the road or common and around the said horse lot to a yard & upper enclosed lot of said Thomas & Adams to the south west corner of said upper enclosed lot, thence to the street, thence to the boards of the Jack Thomas Store house lot, thence around said store house lot to the line of W. H. Jordan's estate, thence to the line of the property assigned to the wife of Jas. Thomas, thence that line to the beginning. When this property was put up for sale, the bounds aforesaid, were announced ~~with~~ ~~by~~ by W. R. S. Thomas who was

James Jordan, W. H. Chapman, W. H. Jordan and James Thomas
The Depositions of A. P. Young, taken before
me George H. Atkinson, a Commissioner in charge
of the Circuit Court of Sale of Wight County,
Pursuant to published notice & continuance.
~~Ex parte~~ at my office in Southfield,
to be read as evidence in behalf of the
plaintiff in the suit in of Thomas &
Adams Trustees v. m. W. D. Folk & now
pending in the Circuit Court of said.

A. P. Young being duly sworn, deposes and
says -

Question by the Commissioner.

State what you know in regard to the sale
of the tract of land sold by the Trustees of James
Thomas and purchased by Mrs. B. Whitehead.

Answer.

On the morning of the day of sale known to
the sale, Mr. R. L. Thomas myself called on Mr.
C. B. Hayden, who is co-trustee with us, with the
view of determining in what manner the
land should be sold - we determined that
the grove property should be divided and
sold in three parcels, to wit: The lot on
the lane in one parcel, & the balance to be

held, the boundaries of said piece of land,
and that I then took the paper and repeated
the boundaries as first read by him. And in
accordance with said boundaries the land
was sold and cried out to W. Whitehead.

There was nothing said by W. Thomas or myself,
nor any one in my hearing as to the number
of acres in said piece of land, and
so far as I was informed, it was sold according
to the bounds as read out & claimed without
regard to any particular number of acres.

No announcement was made by me or anyone else that I
was aware of, that there was an apple orchard in the land
~~which was made by the quantity of said land~~
~~and with the tract of land was sold to Dr. Goodrich. There~~
~~being no connection or relation to the land bought by White~~
~~head and Thomas except the~~

And further this deponent saith not

L. B. Edwards

Subscribed and sworn to before me

Not Notarially

The deposition of L. B. Edwards taken before
Geo. W. Atkinson a commissioner in chancery of the
Circuit Court of Isle of Wight County, pursuant
to notice published & adjournment, on the
10th day of June, 1875, to be read as evidence in
the suit in chancery pending in said court, in
which the Trustees of Thomas & Adams & are
Plaintiffs and W. D. Folkes & are defendants.

The deponent being first duly sworn, deposes
and says.

Test. by the commissioner.

Were you the Crier who cried up the real
estate of Thomas & Adams & James Thomas & Mrs. C.
Adams which was sold by their trustees, if
so, state what you know as to the sale of
the piece or parcel of land, being part of the
grove property, which was purchased by
Mrs. B. Whitehead?

Answer.

I was the Crier who cried up said lands. And
my recollection of the facts in regard to the
sale of the parcel referred to above as bought
by Mr. Whitehead is, that when that piece
was put up W. R. S. Thomas, who was stand-
ing by me, read from a paper, which he

Thomas & William Trust

n. { exceptions to certain

Folk & others

Gov. J. C. C. C.

Thomas & Annas Trustees

v.

} Exceptions to evidence

Goetz & others

Ser. J. Clarke, one
of the defendants in this cause, ex-
cept to the depositions of James
Thomas filed herein on the ground
of incompetency, he having been
the husband of Anna M. Thomas
decd., one of the dowresses, and
prays that these his exceptions be
spread upon the record

Ser. J. Clarke

Thomas Adams, Franklin

Rolk Fother

Deposition of witnesses as to the
purchase by W. & Turner —

Oct. 9. 1875.

Filed with court report.

and running down the middle of same to the creek. Sold to J B
Whithead for \$730- Each payment \$300

Signed, J B Edwards act

- 18 The South half of the Parcel beginning at the point just
above mentioned and including all of the balance of said prop-
erty sold to O B. Orrick for \$600- Each payment \$300-

Signed, J B Edwards, act

value, I had for the moment, forgotten the quantity of compensation which I should have made on it. And further this dependent
Sally out.

R. S. Thomas

Mr Goodrich having been only a nominal deposit of the
I was present at the sale of the said land and heard that the
went that about one half of the same tract was then perhaps
the boundaries were mentioned, as stated by W D Rock in his
deposition. The first part sold was bought by Messrs. Thomas & Whit-
head. The other part was bought by myself. I was familiar with
the land and knew that the part I bought was more than half
of the same tract, and that the orchard was on my part. My understand-
ing ^{ing} ~~and further this dependent on the~~ of the boundary of the tract
bought by Thomas & Whithead was that it went down in the line of
the creek to the Thomas and Adams lot and then to the wharf.
And further this dependent on the

W D Goodrich

The following is an abstract of the memorandum of the sale of
property belonging to Thomas and Mrs E Adams trading as Thomas &
Adams and of James Thomas and Mrs E Adams individually as sold
by W D Edwards on the 17th and 18th days of September 1873.

- 1st The north half of the same farm commencing at the intersection of the
line of C B Hayden & of that property settled by the deed of trust of
James Thomas and Mrs E Adams and Thomas & Adams to R S Thomas,
C B Hayden & W D Edwards of July 15th 1873 upon Mrs Anna M Thomas

mentioned which Major Thomas himself was anxious to gain or per-
cure for himself. It occurred all differences of opinion went to
the office of Mr Hayden on the day of the sale and found there
Mr Young and Mr Dolk. Requested Mr Hayden Mr Young to go
with me and define the boundary lines of the part of the Iron tract
which Mr Hayden requested Mr Dolk to go with Mr Young and myself and
define these lines. We went and fixed upon the division which has
been mentioned by Mr Dolk according to the boundaries men-
tioned by him. We went almost immediately to the place of sale and
after having sold from the Iron tract the Jack Thomas Store and
the Charles Nelson tract then sold the remainder of the Iron tract. And the first part of this ^{remainder} tract sold was the part
purchased by Messrs. Turner & Whitehead. When the part was put up
it was announced that it would be sold according to the bound-
aries mentioned by Mr Dolk. I was asked how many acres
it contained. I replied that I did not know that I thought
there were 20 acres in the whole Iron tract. I think it probable
I may have said that this was about half but I do not
think indeed I am sure I did not represent it to contain the
definite amount of 68 acres. I think that the purchase of
Messrs. Turner & Whitehead was very largely due to representations
that I probably made on the day of sale. Mr Whitehead is I am
convinced mistaken in supposing that I said the tract bought by him
had not any apple orchard, and how I think I am provoked
some statements made by Major Thomas with those which he thinks
were made by me. During the sale I think I did make in the hear-
ing of Mr Whitehead, and most probably to him that the tract of land
then being sold was going very low and much below its

John B. Whitehead with the consent of the parties made the following addition to his deposition to wit that while he was on the ground he has no recollection of ^{any} declaration or statement made in relation to the said land when it was first put up, his ~~understanding~~ being that his attention was called to the selling of the land after the bidding commenced and was induced by representation made by R. S. Thomas to bid for and purchase the said land. The morning after the sale I with W. H. Sumner in company with James Thomas visited the said land for the first time and asked the said Thomas where the apple trees were. He replied that he was mistaken about the apple trees that they were on the land bought by O. C. Smith.

John B. Whitehead

R. S. Thomas having been duly sworn depose and swear that he is one of the trustees of James Thomas and John B. Thomas and from the date of the foregoing affidavit attested to the same swears that the land to which it should be divided should be dividedly subdivided for his purpose he first went over the property in company with the said James Thomas and thought it should be divided into two parts, the first on the rear of his kitchen and near his stable house the second on the rear of the said James Thomas that it should be divided into three parts the first from the spratling line to the White lot being one, from the line to the fence above said being the second, and from the fence to the creek and around the creek according to the line mentioned by W. H. Folger being the third. It is further stated that the said James Thomas has on at the apple orchard a few

included in certain boundaries, which were mentioned. I was
present when the line was run dividing the Grove tract, but the
surveys which were bought respectively by O B Goodrich and
Moses Whitehead and Turner, and spent in establishing the
line. Neither Moses Whitehead and Turner were present. This oc-
curred in the morning of and prior to the sale. I do not recollect
that anything was said at the sale of the number of acres in either
tract. I do not say positively that the number of acres was not men-
tioned but I have no recollection that they were. I understood it
was sold by the boundaries and not by the acre. The boundary com-
menced at a point in the rear of E B Wagners lot, ran the line between
the Wagners lot and that of Mrs Anne M Thomas, then down a ~~road~~ ^{road}
in the direction of a red bank on the land of Thomas Wright
on the opposite side of the creek, and to the creek. Thence down to Jan
Creek to the bridge thence along the ~~course~~ ^{course} creek to the upper ~~corner~~ ^{corner}
on the Thomas Adams Strichouse property, thence on rear of said property
to the line of the Jack Thomas Strich lot, and around that lot to W
H Adams land. Then along Jordan line to Mrs A M Thomas lot
thence around Mrs Thomas lot to the standing spring. My com-
persion is that the dividing line between the two tracts was stated so
when the land was put ^{up} and also the line around the creek.
I am confident that this statement was made. I do not recollect
that any statement was made about any ~~of~~ ^{of} the trees lying in the
land bought by Whitehead and Turner. There was such a statement
in relation to the land bought by O B Goodrich. If I did bid
for the said land, I did with reference to the boundaries and not
with reference to the quantity of land. I am almost confident that
I did bid. And further this document says that

W D Folk

and who purchased the same and at what price sold, and how was it described by the auctioneer or trustee?

Answer It was stated that the remainder of the Corvick tract was then sold to the auctioneer put it up as the remainder or balance of the Corvick tract. It was purchased by Mrs O C Goodrich for \$605. There were no improvements in the land purchased by one W H Turner. Had you learned of the deficiency in the quantity of the land sold prior to the payment of the sum of \$43⁵³ as aforesaid?

Ans I had not, nor for several months afterwards until I wanted to make the last payment.

Question When the sale aforesaid was made was it represented by A S Thomas the trustee, that the parcel first put up, was the larger half of the tract?

Answer It was so represented. These representations and statements mentioned in this deposition as having been made by A S Thomas the trustee were made by him publicly while standing by the auctioneer.

And further this deponent saith not. —

J. A. Whitehead

Question Nathan B. Cook having been duly sworn in Deposition and called then you present at the sale of the property referred to, bid off by Messrs Whitehead and Turner, if possible what declarations were made respecting the same and what you may know about the boundaries of said piece of land?

Answer I was present at the sale and think I bid for that property. My recollection is that the property was put up as a piece of land

As an additional inducement to purchase said property
it was represented as having 500 young apple trees upon
it. The property was then sold to my friend W. H. Fox
and was the bidder. Having paid the cash payment and
the first bond amounting to \$41,333. I subsequently called
upon the trustee for a deed of the property desiring to pay the
first deferred payment, and requested to have the property
surveyed and to furnish me with a plat of the same. The
plat was furnished to me which is herewith filed. Examined
it, as a part of this deposition, by which it appears that 17 1/2
acres are marsh, 40 acres hill sides, and ten and 3/4 acres
arable land, and in whole there were none of the apple trees
referred to. The quantity in the whole tract is 33 1/4 acres making
a difference of about 31 3/4 acres, or about one half. Mr. R. D.
Thomas, one of the trustees at the sale of said property, urged
that owing to the ground of the quantity of land and low
price at which ^{it was} then going at I purchased the land upon
representations publicly made by the said trustee and under
the full belief that it contained 68 acres and had not the apple
trees formerly mentioned. The next day I learned that there
were no apple trees on the land, but believing there were the same
number of acres represented, I was still willing to abide by the price
therefor in correspondence with R. D. Thomas one of the trustees.
Subsequently as to the quantity of land, he replied in writing
to "Bellevue" that the whole land is about 100 acres
and not 120 as announced. I was misled by the land broker
Thomas 2nd (The parcel of land aforesaid had been turned out
and the remainder of land tract of 120 acres of land

The depositions of John B Whithead, Wm D Dolk, O B Goodrich and
R S Thomas taken before me a Commissioner in Chancery of the Circuit
Court of the County of Wright in view to be read as evidence in a certain matter
of account or profit to said commissioners by deed of assignment in
the case depending therein between Thomas & Thomas Trustees & also plain-
tiff and W D Dolk & also defendants.

John B Whithead being duly sworn deposes and saith
Question. State whether you were at the sale of Thomas & Thomas
property in Smithfield on the 17th day of September 1873
and if so, state the facts and circumstances of the sale of the
parcel of land purchased by you and W H Turner for
\$730 - and any facts that have transpired about the same
since the sale.

Answer. I was at the sale on the 17th of September 1873 when the property
in question was put up for sale, and a statement was
made by Wm Thomas one of the trustees that there were about
120 acres in the above tract, of which the larger half was
then offered for sale, and supposed to contain about 68
acres. I was induced by representations made by said
trustee to purchase the same piece of property at \$730 -

$$\begin{array}{r} 66 \\ 2 \overline{) 330} \\ \underline{165} \end{array}$$

Part of Smithfield
 mly *Don*

$$\begin{array}{r} 443.37 \\ 221.00 \\ \hline 664.37 \end{array}$$

$$\begin{array}{r} 730 \\ 2 \end{array}$$

$$\begin{array}{r} 300 \\ 430 \\ \hline 143.33 \end{array}$$

Plotted 5 chains 1 inch

33 1/4

Total Area

34.25 Acres
~~34~~ Acres

17 1/2
 11
 105
 3



17 1/2
 10 1/2
 5
 33 1/4
 68
 34 3/4

Smith field

Thomas & Adams Trustees

v.  Clay.

Folk vs
Report of Sale &
Bonds of J. O. Thomas
& of A. B. Goodrich
for lands purchased

Susanna P. Thomas (died 1811)

Witnefs

K. K. Chapman

James Thompson

Wm. H. Stone

~~See~~

General Mansel

and allude to the case

affiliates of no value

18

Blackcap

1

PAY YOUR EXPRESS CHARGES.

ALL BILLS PAYABLE AT OUR OFFICE WITHOUT COST TO US

Baltimore.

Dec 11 - 1872.

Mr. John E. Adams

J. W. CHILDS,
R. C. GRIFFITH.

Smith
Bought of CHILDS & GRIFFITH,

MANUFACTURERS OF CONFECTIONERY

And Wholesale Dealers in Fancy Groceries, English & American Pickles, &c.

Terms

Perishable Goods at Purchaser's Risk.

52 LIGHT STREET.

30 days

✓	50 th Small Stick Candy	16	8	-
✓	2 Box Rock Mixture	28	2	80
✓	2 " Gumy Lozenges	90	1	80
✓	1 " Orange		7	-
✓	1 " Lemons		5	50
✓	1 " Raisins	2 ⁵⁰	5	-
✓	2 - 1/2" do	1 ⁴⁰	2	80
✓	2 - 1/4" do	85	3	40
✓	6 Drum Pipe ^{49 1/2} 44 1/2		8	01
✓	40 th Para almonds	22	8	80
✓	20 th Pick Walnuts	14	2	80
✓	10 th Palm Nuts	13	1	50
✓	10 th Pecan do	14	1	10
✓	10 th Filberts		1	50
✓	50 Cocoanuts		3	75
✓	Case 2 th Peaches 2000 @ 2 ⁰⁰		4	-
✓	1 " 2 th Pine apple 2 " @ 2 ⁷⁵		5	50
✓	1 " 2 th Strawberries 2 " @ 3 ⁰⁰		6	-
✓	1 " 2 th Tomatoes 2 " @ 2 ⁰⁰		4	-
✓	1 Doz 10 th mix. Peas		1	50
✓	1 " 2 th do do		2	50
✓	2 " Large Blacking	70	1	40
✓	2 " Small do	35	7	0
✓	5 Rms Paper 15x20	65	3	25
✓	5 " " 18x28	95	4	75
✓	5 " " 16x24	73	3	65
✓	2 th Mace @ 1 ⁶⁰		3	20
✓	1 th Nutmegs @		1	25
✓	2 th Clove @ 30		6	0
✓	1 th 30 Soda Bis 65 th @ 8		5	50
✓	1 " 30 Water Crack 75 th @ 7 1/2		5	93
✓	1 " 30 Sugar " 66 @ 10		6	96
✓	1 " 30 Butter " 72 @ 7		5	34
✓	1 " 4 th Ginser Case		7	-
✓	2 Box Fire Crackers 13		6	-
✓	Sack Box 1 th 30 Dray 75		2	5
✓	Less 2 Box Fire Crackers @		138	78

236⁰³/100 Dolls.

Quintfield Va 26 February 1842

On demand we promise to pay O. C. Goodrich
or order Two hundred and thirty six ⁰³/100 Dolls for value
received and as to this amount we hereby waive the
benefits of our homestead exemptions. It is further understood
and agreed that the interest on the above amount
shall be at the rate of six per cent per annum from
the date hereof till paid.

Witness

W. Chapman

Wm. H. Fitch Seal
John P. Adams Seal

all v

The bond of Fellowship
to
Adams.

Thomas Adams

To Z

R. H. Pulley

Mr. R. S. Puley

1861

Received of Thomas Adams Assignee of Thomas Adams & Co

Mar 4	To Warren Puley's bill of fat	1.41	
May 27	" for laundry for daughter	1.15	
July 15	" " Expenses in Bacon	1.09	
Sept 3	By Cash		75.00
Dec 11	" do		60.00
	" 2 Notes Fairmount Bank		10.00
Dec 8	By Cash at Current House	35.00	
	By Cash for Bacon & Peas		98.49
1862			36.00
Mar 3	" Cash		
Apr 7	" do Confed. ac 2105 \$60.00		
	To disburse in 1861	121.00	
	" Balance	119.84	
		279.49	279.49
1861			
Dec 11	By Balance due R. S. Puley		119.84

30th July 1873, I assig within
bond to Mary Louisa Boykin and
Lucy Ann Thomas to be equally
divided between them and their
heirs, as witness my hand and
seal the day and date above
ten, Susan ^{her} H. Thomas Seal
Witness
K. K. Chapman

John Thomas
to J. H. Bond
Susan H. Thomas
a copy
the original
disallowed on
account of the
unreproduction of
my name,
C. A. H. Thomas

Pat. Dec. 1873
Pat. Dec. 1873
30th Dec. 1873
\$768.00 after
deducting 4000.
\$368.00

\$ 300.

Ours and I promise to pay to Whitfield
W. Holliman, for the benefit of Susan F. Thomas
(wife of J. P. Thomas, The sum of Three Hun-
dred Dollars good and lawful money of
Virginia. As witness my hand and seal
this 29th day of January 1844.

J. P. Thomas Great

A Copy, Teste

Edw. Hart, Comm^r
()

1892

June	22	Amts brought forward	3424 51	1347 71	
		By amt of Mrs Wright ⁴²⁵ Dev Andrews ¹³⁴⁰		17 71	
		" " " Chapman & Ed Chapman		4 37	
25		" " " J P Corcoran ⁸⁰⁰ Pesson ⁴⁵⁰		15 50	
		" 5 Bu Blk Peas to Bourne		4 25	
		" 13 " " " ⁸⁵		11 05	
29		To pd Vickery & Co ⁵⁰⁰ Cur & Son ⁴⁹⁰⁰	99 00		
		" Curtail & Son ⁶⁰ W J Harrison & Co ²⁷³⁶	87 46		
		" " " 7 notes	11 00		
		By amt of Britts order		17 31	
		" amt of J. Adams & Day		375 24	
		" amt to A. Edwards		60 00	
		" " of Jas Thomas note vs C. Day		1020 00	
		To amt of J. Thomas acf	257 48		
		By amt of Estelle Velline		20 92	
		To pd W J H & Co Curtail & Son	55 92		
		" " Burroughs & Co	103 10		
		" " Mer & Meck Bank ²³⁰⁷ B & S Co ¹¹⁸⁰	141 07		
		By amt of Miss A Jordan		1 00	
		To pd Curtail & Son ⁵⁰⁹⁰ Do ³⁷⁰⁰ do ⁵⁰⁰⁰	137 90		
		" " E Biedford ¹²⁷⁵ Montgomery & Co ¹¹³⁰⁵	125 80		
		" " W J Harrison & Co	42 75		
		By cash on acf of Thomas		3 50	
		" amt of J. A Wilsons acf		6 16	
July	12	By order of C. Godrich		109 41	
		By Cash Paid Thompson		10 00	
13		To pd Curtail & Son note D. S.	53 22		
		" " note Jessie Jones & Co	144 41		
		" " Curtail & Son on note B. & Co	118 00		
		By amt of S. Hodgers bill		9 10	
		" " " Williams bill		15 00	
			4900 75	3046 33	

1872
 May 15 Amount brot forward 573.84 321.89
 To pd Protest on note 125 repairing 10.55
 By Sales 1 Bbl Linn 3.00
 25 " amt of 125 WJH to worthy 16.29
 " " " Allen Walker 1.09
 " " " C. J. Moore 1.91
 " pd WJ Hardy 118.05
 " N. J. Harrison for W. H. Stephenson 20.00
 " Whitehead & Brickhouse for White 30.00
 " Camp & Co for R. W. Dicks 36.84
 By amt of Edwin bill 36.04
 To difference in bill 6.16
 " Amt of Mrs Ed Wright 41.35
 By amt of R. J. Dicks of 20.17
 " one Bag Quano 191# @ 73¢ 7.49
 " 123# Hams 1225 lbs @ 13 1/2 153.12
 To pd & com 7.65 pd curtail & amt 32.16 59.81
 By amt of R. J. Barnett 15.95
 " order of Helms 34.66 CHDarden 46.08
 " amt of Jas D Jordan 11.38
 " " " B. P. Chapman 34.84
 " Error safe Chd twice 6.00
 June 1 To amt to Cr J. B. Braine 44.98
 " " pd Chas Reid & Son 134.11
 By apc vs W. H. Carey 45
 " 1 Bal Hay 200# @ 22 1/2 45.00
 " pd C. P. Edwards 94.56 138.31
 " curtail & amt on note 44.57 262.54
 " Robt Rhea for 38.00
 " pd on Bal Hay 30
 " amt of Thomas Fargo of 11.50
 By amt of W. H. Ward of 3.14
 To pd curtail & amt 54.66 169.66
 " " note to J. S. Jones 173.11
 " " curtail & amt 141.00 125.13
 " cash of F. J. Fittell to pay H. Chapman 24.40 39.00
 Amt forwarded 2077.50 671.11

1872
 June 14 Amt brot forwarded 2077.50 671.11
 By amt of W. H. Hardy of 4.91
 To pd due bill to Hardy 105.12
 By amt of E. J. Harrison 149.21
 To pd note to J. S. Jones 100.00
 " " order to John & Co 50.00
 " " John & Noble & Co 34.40
 By credit 267
 15 To pd curtail & amt 52.36 52.95 105.31
 " " do 112.44 16.70 129.14
 By J. Ed Chapman 200.23
 To pd Int on note 2.18
 By Sale H. Kerosine Bbls 80¢ 3.20
 Charges 82
 By Sale 39 Hams 395 lbs @ 12 1/2 49.38
 " " 53 Side 617 " @ 53.53
 " " 11 Baskets 16¢ 1.66
 " " " 7 1/3
 17 To pd J. C. White 100.00
 " " Sam Delt 10.00
 " " L. B. Edwards 4.12
 " Error John Hardy 4.91
 18 By apc vs Dry & Bro 135.61
 19 " Taylor Martin & Co of 8.15
 " Credit 2.00
 To pd order of W. J. Warren favor Miller & Grant 100.00
 By Cash of Jas Stringfield 15.00
 22 To amt from Thos Schwilke 11.33
 By amt of Harrison of vs Branch 5.76
 " " from C. P. Turner 175
 To pd W. A. Bell 111.22
 " " curtail & amt 105.00 60.95 165.95
 " " Rowland & Bro 9.18 66.88
 " " curtail & amt 104.50 235 106.83
 " " note & charge to But & White 71.00
 " " Charges on Higgin note 57.50 51.40
 Amt forwarded 3424.51 1347.71

Wm Thomas and Adams

In ac with L. F. Day

1872

May	7	To pd for water #25	10 ⁰⁰		
		By Sale 100 Baskets	15 ⁰⁰	111 25	
		To pd & commission	125	1873	45 00
		By Sale 41 Hams 337 # @ 12 1/2		20 00	
		" " 8 Sides 100 #	98		42 13
		To pd & com 329	126		9 00
		" Id protest on note 139	100	13 96	
		By Sales 5 Hams 116 #	0 15 4	11 39	
		To pd & com			6 90
		To 1 Buckle for Dresson	100	42	
		" Id for bill 50	124 00	8 65	
		By Chuck		124 50	
		To R. Saunders, co	7 44		31 00
		" N. J. Harrison & Co		105 52	
		" Harbor Master	6 00	10 80	
		" John S. Dwaltney	5 00	11 00	
13		" Id. shows for Safe per J. O. Atkinson		6 00	
		By amt of old bills			75 58
		" 1 Bot Line to Branch		3 00	
		" 2 " " " A. Edwards		3 50	
		" Sale 18 Baskets	@ 200	3 60	
		To pd & commission		31	
		By Sale 6 Hams 51 #	12 1/2	6 38	
		" " 1 Side 16 lbs	104	1 60	
		To pd & commission		31	
		By amt Recd of W. H. Hall			95 20
		To pd order R. P. Gray		35 00	
		" " W. J. Harrison & Co. Curtailed		26 24	
		" 2 Law Choc plate for Dr. Atkinson		1 50	
		" 12 du J. for Dr. A. Bue		6 34	
		" Sealings bill 525	30 00	35 25	
		" paid note of J. A. Cooper		65 75	
		Amount forwarded		573 84	320 89

1872		Am'ts brot-forwarded		1101 74	3693 47
Aug	31	To pd J.O. Wase		7 00	
Sept.	5	By Cash			3 00
		Wm Cutler & Ant E P Tabor & Co		13 94	
	7	By Cash from note			297 00
		To pd Cutler & Ant on note	101 29	Dr 26 23	127 52
		" " Mc Cullough 100 ⁰⁰ Cutler & Ant 65 ⁰⁰		165 00	
		" J.M. Shivers		27 18	
		By amount to J. Adams			2 29
	10	To Ant on ac		49 10	
		By note vs C. Day			1550 00
	14	To pd Cutler & Ant on note		26 72	
		By due bill favor E. B. Harrison	31 69	Dr 9 12	40 88
		To pd R.R. & Thomas on Bacon		60	
		" " note to Reid		50 00	
		By Cash			100 00
		To pd Ant on note to Pringle & Co		13 50	
		" H. Pickels		3 50	
	24	" " pd Ant on note		6 55	
	28	By Cash 123 68	Dr 59 00		182 68
		To pd Cutler & Ant on note		31 65	
Oct-	5	" " " " " W. J. H.		33 80	
		" " note to E. Vance & Co 50 ⁰⁰ Ant on note	85 27	58 56	
		" " Miss Emma Jordan		30 00	
	12	" " Cutler & Ant on note	11 7	Dr 33 88	18 18
	15	" " " " " B. S. & Co	109 00	33 33	164 33
	16	" " Washington Thomas		15 00	
	19	" " Cutler & Ant 58 89	Dr 61 56	Peter Blount	126 45
	21	" " H. K. Chapman		3 00	3 00
		" " order S. D. Brykin 100 ⁰⁰	W. J. Jordan	105 00	
	23	" " Luther Lee		23 22	
	28	By amt of Colus order			50 00
	22	" " J. R. Maddy			4 12
		To pd Peter Blount 34 ⁰⁰	Sam. Delp 5 ⁰⁰	39 00	
		" " Cutler & Ant 26 ⁵⁰	order S. D. Brykin 100 ⁰⁰	126 50	
		" " Ant on note 12 ⁰⁰	cutler & Ant 37 64	64 64	
Nov	4	" " R. A. Ford for W. Thomas		20 00	
	8	" " W. Thomas		20 00	
		" " W. S. Thomas		28 56	
	9	" " Vickers & Co 30 95	S. D. Brykin 100 ⁰⁰	130 95	
		" " note to Burham & Stephenson		50 00	
		By Sale 1 Side 260 [#]			10 40
		Charges 100 ⁰⁰ Junior Hill 25 ⁰⁰		3 50	
	16	By amt Recd of W. A. H.	12 50	Dr 12 50	28 75
	18	" Cash			10 20
				8294 61	5967 39

Smithfield, Va., Sept

Messrs Thomas and Adams

In Account with

ADAMS & DAY,

~~THOMAS & ADAMS~~

18th 1872

	Amounts not forwarded	4900 73	3046 33
July 13	Paid Bal on White order to W. & B.	30 00	
" "	" " S. H. Hodgers	7 11	
" "	" " Am tail & Don James Smithfield	49 11	
" "	" " order of C. O. Goodrich & Co	20 27	V
" "	" " " " do do & Bro	47 42	V
" "	" " Curtail & Co to W. J. H. & Co	108 11	
" "	" " Note to Jas Reid & Co	34 66	
" "	" " Baltimore Marrow & Co	75 00	
" "	" " Geo Tail	98 13	
23	By Am of Chas Jordan		12 00
24	" " John Scott & Co		49 2
" "	" " W. Hart		12 66
" "	" " L. Davis		6 12
" "	" " Curtail & Co 48 03 do 30 00 do 30 35	128 38	
" "	" " " " 52 52 do 53 81 do 101 50	211 83	
" "	" " " " " "		38 75
" "	" " Am of S. A. Mcquharl		40 57
Aug 5	" " W. A. Stott		90
8	" " W. A. Bell		35 96
" "	" " A. Edwards 66 00 E. Wright 70 00 C. O. Day 28 66		3 33
" "	" " W. C. Allen's ap		5 31
" "	" " to R. P. Chapman		
10	To Paid Note to Baster Hays & Co	71 91	N
" "	By amount of Dick Bowser		1 25
17	" " to Mrs E. S. Wright		45
" "	" " from Estelle Telling 10 66 for R. P. Goodrich 13 20		24 56
" "	To Paid 1/2 of White's Check 229 do on note 229	5 28	
" "	" " do on note Mrs Throckmorton	2 87	
" "	" " Judge Atkinson	25 03	
24	By note of Hardy vs C. O. Goodrich		160 34
" "	To Paid Expense 74 00 do 3 000	101 40	
" "	" " W. J. Harrison & Co	55 05	
31	By Check		300 00
" "	To Paid Jordan & Son's bill 300 W. J. H. & Co 109 96		
" "	" " do do 100 00 Curtail & Co 112 85		212 85
" "	" " Curtail & Co 57 60 Barkham & S. 52 00		109 60
" "	" " Morrison 50 63 Due bill 120 82		171 45
" "	Amount forwarded	6601 74	3693 47

A

Smithfield, Va.,

M

In Account with **CHAS. DAY,**

(~~THOMAS L. DAY~~)

1872

Nov.

21	Amount forwarded	8294 64	5967 79
	By cash		100 00
	To H. Curtail & Son to Harrison	103 64	
	" " " on note 5750	59 00	
	25-60 Jas Reid 2843 1/2	30	54 53
25	" Cash check	100 00	
	By amt of Edd Chapman 12 00		42 00
	W. A. Bell		13 21
	To 2 Bunches Turine	30	
	" Ant-on ase	31 10	
	" Balance		2540 21
		8163 21	
		6123	
	Balance		2540 21

B

1807

CADAMS & DAY,

C. FENTON DAY.

Successors to THOMAS & ADAMS,

Produce Commission Merchants,

Smithfield, Va. Oct 16 1873

2

Messrs Thomas, Young & Hayden

Trustees for Thomas & Adams.

As the party authorized to sign for
Adams & Day. in the settlement of their
business. I assign One Thousand
dollars of the amt. due Adams & Day
by Thomas & Adams to O.C. Goodrich & Co
or their representative.

C.F. Day

Adams & Day

is

deed;

Thomas & Adams;

Continued from

page 1

Continued from

Nov 26, 1873

Dee of Wight County to wit

This day personally appeared ~~W~~ Chapman who has made oath that he knows Thomas & Adams were indebted to the firm of Adams & Day at the times mentioned in the above account and that he believes the same to be correct. Given under my hand as commissary in Chancery this 12th day of February 1874.

Wm. H. Henson Comm. in Chancery
of Circuit Court of W. of Wight County

Smithfield, Va., Nov. 26th 1873.

Messrs Thomas & Adams

In Account with

Adams & Day

1872

Nov	27	To Balance	2549.71	
"	30	" paid Day & Co for 9 Bbls	3.60	
"	30	By amt for white ^{18.50} my one iron pot 2.08		20.58
"	"	To paid Curtail Dist ^{58.50} Do ^{17.23} Do ^{204.52}	279.77	
Dec	3	By amt. O. C. Goodrich		110.71
"	9	" " J. W. White ^{100.00} Cork ^{156.00}		236.00
"	"	" note vs. C. F. Day		1070.00
"	10	To paid 13 Jones	16.83	
"	14	" " Curtail Dist ^{151.00} Do ^{206.40}	357.40	
"	"	" " Ink R. Kelly for Mrs Parker	100.00	
"	21	By amt Draft on P. Eilman		298.20
"	"	" " Capt Wm Pargo		60.00
"	"	To paid Curtail Dist ^{62.00} Do ^{54.45}		
"	"	" " " " ^{55.76} " ^{58.00}		
"	"	" " " " ^{60.67} " ^{177.82}	368.70	
"	24	" " " "	26.60	
"	"	" Errr amt charged to Peter Bloom	20.00	
Jan	9	By J. B. freight on Am potatoes		27.45
"	3	By amt Jno. Jordan ^{49.84} Due bill ^{64.12}		113.96
"	30	" " J. A. Fulmer		14.37
"	4	" Cork of Washington Thomas		100.00
Feb	26	" paid Choyer on money order	109.00	
Dec	23	" " Cur. Dist ^{61.50} order Jno Jones ^{54.08}	115.58	
Feb	6	" amt of Jno. T. Thomas acc	209.07	
"	"	" paid C. S. Tabb & Co for Jno T. Thomas	12.58	
		By Balance		2187.57
			4148.84	4148.84
		To Balance. Due December 9 th 1872-	2187.57	

We hereby certify that the above account is correct and just, but that \$1000- of the amount was more than four months ago assigned by us to O. C. Goodrich for use of his money to that extent the debt was contracted, and that said \$1000 is due to said O. C. Goodrich & Co, the remainder to Adams & Day. February 26th 1874.

Wm. S. Adams
C. F. Day

Time employed by Comr in making
up and reporting this account

134 hours @ \$1.00 per hour \$134.00

Approved by C. H. Lamm

W. H. Lamm

W. H. Lamm

W. H. Lamm

to the judgments reported in said account
against John E. Adams. To wit: on the
first day of January 1873, the said John E. Ad-
ams together with his wife by Deed of that
date, which was recorded in the Clerk's
Office on the 4th day of March 1873
Conveyed to James P. Jordan, a certain
Lot in the Town of Smithfield, which was
owned by him the said Adams on the
date of the said judgments, and that con-
sequently they were a lien upon the said
Lot. Your Commissioner reports further
that the said Deed from Adams & wife
to James P. Jordan - was recorded subse-
quent to the Deed of Assignment to the
Trustees in these proceedings men-
tioned, and on the same day that the judg-
ments rendered against the firm of Thomas
& Adams in favor of William D. Folk,
and D. S. Cherry & Son, respectively, as re-
ported in account "C" aforesaid were
granted. but that the said Deed was duly
acknowledged, and certified by a Notary Pub-
lic from Jan. E. Adams & wife -
lie less than sixty days from its date.
to the recordation of the said Deed of Assign-
ment, and more than sixty days from
its date to the date of the judgments of
Wm D. Folk, and D. S. Cherry & Son afore-
said, Given under my hand as a com-
missioner in chancery of the said courts the day
and year first above written.

C. H. Hart, Commr.

on the Realty of John E. Adams, amounting with interest as aforesaid, to the sum of \$1045.08, of which the two judgments in favor of D. W. Turner are of first priority, and the judgment of A. J. Edwards is of second priority.

Account number "3" shows the liens on the Realty of Thomas Adams, amounting with interest as aforesaid, to the sum of \$249.90, composed of judgments all of which are of the same priority.

Your Commissioner reports further that for the want of material he has been unable to complete the third account required by the decree, being the value of the expectancy of Dower in the Realty conveyed by the wives of James Thomas and John E. Adams respectively, and has continued the same.

Your Commissioner reports further that upon inquiry he has ascertained that it was for the benefit of the creditors of James Thomas and John E. Adams as partners aforesaid, and the said James Thomas and John E. Adams individually, that their Trustees should accept the provisions of the Decree of S. G. Boykin and wife of the 26th of May 1873.

In connection with account "E" of the liens on the Realty aforesaid Your Commissioner reports that subsequent

in favor of Adams & Day for \$2117.57
due on the 9th day of December, 1872,
amounting with interest included as afore-
said to the sum of \$2251.68, was present-
ed for proof against the late firm of
Thomas & Adams, and not being fully
proved, final action thereon was sus-
pended to enable the claimants to ob-
tain further evidence, which acct. is herewith filed.

acct: "D"

This account is of the transactions
of the plaintiffs as Trustees under the
Deed of Trust in these proceedings men-
tioned and shows that on the 22nd day of
February 1874, there was a balance in
their hands of the assets of James Thomas
amounting to \$1937.11, in money & \$1871.16 in bonds,
and of the assets of John E. Adams amount-
ing to \$225.63 ^{& \$1/2 1000 in bonds} in money. And of the assets of the
late firm of Thomas and Adams
amounting to \$7477.29 in money & \$12216.40 in bonds.

acct: "E"

This account is of the liens of judgments
against James Thomas and John E.
Adams individually, and the late firm
of Thomas & Adams, and numbered res-
pectively. 1. 2. & 3.

Account number 1. shows the liens on
the Realty of James Thomas, amount-
ing with interest included to the 30th
day of December 1873 to the sum of \$8760.12
and composed of judgments all of which
are of the same priority.

Account number "2". shows the liens

thereof to be \$52235.40 — with interest com-
puted on the principal of said debt to
the 30th day of December 1873, of which
the judgments mentioned in account "E"
against the said James Thomas and John E.
Adams, late partners under the firm and
style of Thomas and Adams, have priori-
ty according to their respective dates
as stated in said account "E".

Your Commissioner reports that a Bond
executed by James Thomas on the 29th
day of January, 1844, to Whitfield W. Holle-
man for the benefit of Susan H. Thomas
wife of J. P. Thomas for the sum of
Three hundred Dollars, amounting with
the interest included, on the 30th day
of December 1873, to the sum of \$768.⁰⁰₁₀₀
was presented for proof against the said
James Thomas, by Geo. R. Atkinson at-
torney for Mary Louisa Boykin and
Lucy Ann Thomas to whom the said Bond
appears to have been assigned by the said
Susan H. Thomas on the 30th day of
July 1873, ^{a copy of} ~~xxxxx~~ which is herewith filed.
As a part of this report, it was disallowed
by your Commissioner from the pre-
sumption of payment, and final
action thereon is suspended to ena-
ble the claimants to rebut by evidence
the presumption of payment. Your com-
missioner also reports that an account

Claims the said accounts and inquiry were continued and kept continued from day to day and time to time, until the date of this report. On which day, your commissioner, from evidence before him has made up and completed the foregoing accounts marked respectively. "A", "B", "C", "D" and "E".

acct. "A"

This account is of the debts proved against James Thomas individually, and shows the total amount thereof to be \$1579.68 with interest computed on the principal of said debts to 30th day of December 1873, of which the judgments mentioned in account "E" against the said James Thomas have priority according to their respective dates as stated in said account "E".

acct. "B"

This account is of the debts proved against John E. Adams, individually and shows the total amount thereof to be \$21529.51, with interest computed on the principal of said debts to the 30th day of December 1873, of which the judgments mentioned in account "E" against the said John E. Adams, have priority according to their respective dates as stated in said account "E".

acct. "C"

This account is of the debts proved against James Thomas and John E. Adams, late partners under the firm and style of Thomas & Adams, and shows the total amount

Antoinette W. Adams, respectively and of the value of the property assigned them respectively as equivalent for said expectancy of Dower."

Fourth. The said Commissioner shall inquire and ascertain whether the acceptance by the plaintiffs as trustees under the Deed of Trust from James Thomas and John E. Adams, of the provisions of the Deed of S. L. Boykin and wife of the 26th of May, 1873. was for the benefit of the creditors of the said James Thomas and John E. Adams, as partners aforesaid and the said James Thomas and John E. Adams, individually."

Fifth. An account of any liens on the Realty conveyed by said Deed on the date of its execution and of their priority."

The undersigned a Commissioner in Chancery of the said County Court reports to the Court that on the 10th day of July 1873. he issued notice of the time and place of taking the accounts and making the inquiries, required by said decree, thereby appointing the 20th day of August 1873 as the said time, which Notice was published in the "Norfolk Virginian" and posted at the Courthouse door and other places as directed by the decree.

That on the day so appointed, for want of necessary evidence and to enable the numerous creditors to prove their

Commissioner's Office Sale
of Wight Co. N. H. May 9th 1874.

To the Circuit Court of Sale of Wight County.

Pursuant to a decree of the County Court of said County, rendered on the 10th day of July 1873, in a suit then therein pending in which R. S. Thomas, C. B. Hayden and M. P. Young, trustees for James Thomas and John E. Adams are plaintiffs and William D. Folt, George T. Clarke, Joseph W. Duck, James Thomas and John E. Adams others are defendants, (which suit has subsequently been transferred from the said County Court to the said Circuit Court,) directing a Commissioner of the said County Court to take the following accounts:

First an account of all debts and demands due by the said James Thomas and John E. Adams, individually, and as late partners, under the style of Thomas & Adams and to all other creditors of the said James Thomas and John E. Adams, individual or partnership, who may choose to make themselves parties to this suit, by proving their claims before a Commissioner, under this decree.

Second an account of the transactions of the plaintiffs as trustees under the Deed of Trust in these proceedings mentioned.

Third an account of the expectancies of dower in the Realty conveyed by said Decr. of said Anna M. Thomas, et al.

Amounts brought over	\$133 01	\$94 73
Interest thereon from the 1 st day of August 1872, to the 30 th day of December 1873.	11 31	
Charges of protest	2 25	
Costs of suit	8 60	155.17
Total of J. H. M. Thomas & Adams		\$249.90

Judgments against James Thomas and John E. Adams, late partners under the firm and style of Thomas & Adams.

Hayden 1 st Priority	1	A judgment of Sale of Wright County Court, rendered on the 3 rd day of December 1872, in favor of the Farmers and Merchants Savings Bank at Smithfield, against W ^m C. F. Gwaltney, and James Thomas and John E. Adams late partners trading as Thomas & Adams for \$125.46, with interest thereon from the 1 st day of September 1872, to the 4 th day of February 1873. (Subject to a credit of \$50.00 paid on the 1 st day of February 1873. Bal: Interest thereon from the 4 th day of Feb: 1873, to the 30 th day of December 1873, Charges of Protest Costs of suit.	79 00		
			4 30		
			2 25		
			9 18	94 73	
Hayden 1 st Priority	2	A judgment of the Same Court, on the same day in favor of the Same against William A. Harrison and James Thomas and John E. Adams, late partners trading as Thomas and Adams - - - - - for	133 01		
		amt. carried over	\$133. 01	\$94. 73	

Amounts brought over
Interest thereon at ten per
centum from the 10th day of
February 1871. to the 30th day
of December 1873,
Costs of suit
Total of judgt. n. M. E. Adams,

\$69 07 \$947 48

19 93

8 60 97 60

\$1045.08

No. 2.

Judgments against John E. Adams
individually.

Thomas 1 st Priority	1	A Judgment of Sale of Wright County Court, rendered on the 30 th day of May 1867, in favor of Zachariah W. Turner, against Jesse Hodges and John E. Adams - - - - - for	300 00
		Interest thereon from the 1 st day of January 1861, to the 30 th day of December 1873 (abated by interest from the 17 th day of April 1861, to the 10 th day of April 1865)	162 25
		Costs of Suit	7 17 469 42
Thomas 2 nd Priority	2	A Judgment of the same Court on the same day in favor of the same against the same	400 00
		Interest thereon from the 1 st day of April 1860, to the 30 th day of December 1873 (abat- ed by interest from the 17 th day of April 1861, to the 10 th day of April 1865) (less \$163. 71. paid on the 7 th day of July 1873)	70 79
		Costs of Suit - - - - -	7 27 478 06
Thomas 3 rd Priority	3	A Judgment of Sale of Wright County Court, rendered on the 2 nd day of April 1872, in favor of A. J. Edw. as against Samuel T. Kule, Wm. H. Stephenson and John E. Adams for	69 07
		Costs carried over	\$ 69. 07 \$947. 48

Hyden

4

Amount brought over
The sum realized from sales of Josiah Thomas land, resold

\$3108 56
1627 52

judgment of Cole of Wright

Balance \$1481 04

decree court. rendered on

the 20th day of April 1872.

in favor of W. D. Young Trust-

-tee for Josiah Thomas against

Thomas B. Henderson and

James Thomas for

208 08

Interest thereon from the 30th

day of December 1868. to the

30th day of December 1873.

62 42

costs of suit

8 58 279 08

Total of judgments in favor of Thomas

\$1760 52

E.

An account of all liens on the realty conveyed by James Thomas and John E. Adams individually and as late partners under the style of Thomas & Adams by their Deed of Trust of the 15th of Feb^y: 1873.

No. 1.

Judgments against James Thomas individually.

Hayden	1	A Judgment of Isle of Wight Circuit Court, rendered on the 20 th day of April 1872. in favor of M. W. Young Trustee for Josiah Thomas, against Thomas B. Henderson and James Thomas for	833	33 1/3		
		Interest thereon from the 30 th of December 1868, to the 30 th of December 1873.	250	00		
		Costs of Suit	8	58	1091	91 1/3
Hayden	2	A Judgment of the same Court on the same ^{day} in favor of the same against same	833	33 1/3		
		Interest thereon from the 30 th day of December 1868, to the 30 th day of December 1873.	250	00		
		Costs of Suit	8	58	1091	91 1/3
Hayden	3	A Judgment of the same Court on the same day in favor of the same against the same	833	33 1/3		
		Interest thereon from the 30 th of Dec ^r 1868 to the 30 th of Dec ^r 1873. (Less \$168.14 made on Execution of June 2 ^d 1873.)	81	84		
		Costs of Suit	9	56	924	73 1/3
		amt. Carried over			3108.56	

1873				
Apr.	17	Amts. brot: down	21912 33	2072 63
"	"	By amt: of sales of Wharf property. Store House and tanyard received in Bonds		1934 67
June	12	" amt. of sales of Leather received in cash		543 83
Sept.	17	" Amt: of Cash recd. on sales made of this date	✓	6793 26
"	"	" Amt. of Bonds for said sales, being bal. unpaid		9631 73
Octo.	4	" Amt. of cash on sale of Mrs. Cawson's dower interest		250 00
"	"	" Amt: of do. for do. do.		650 00
"	7	" Cash sales of sundries		36 21
			\$ 21912 33	21912 33

1874

Feb'y;

18 To amount brought over \$1053.78

" " " paid C. B. Hayden atts. for
amt. paid by him for auctioneer's
fee & Printer's bill in the sale
of the Lawson Dower land
belonging to Thomas & Adams 11 75

" " " paid Do. for drawing two
deeds, filing petitions in two
chancery suits, & writ tax
& atts. fee in suit, in fa-
vor of Thomas & Adams 42 50

" " " paid R. S. Thomas for draw-
ing three deeds of T. & A's.
Trustees to W. P. Moore, Tho.
Giffin, & Henry Lyles @ \$5.00 15 00

" 22 " Trustees' Commissions @ .50% on
\$21912.33, being the gross
amount of sales of Real and
personal estate of Thomas
& Adams - - - 1095 61

" " Balance in the hands of
the Trustees in Cash 7477 29

" " Do. in the hands of the
Trustees in Bonds 12216 40

1873

Mar.

24 By amt. of sales of goods in
Store on wharf received
in cash 69 80

April 17 " amt. of sales of wharf proper-
ty, Store house & tan yard, recd. in cash 2002 83

" " Amts carried down 21912 33 \$2072 63

1873

May

23 To amt. brought down \$209 42

"

27 " " paid Glennan & Adkisson }
Printer's bill per recit } 5 25

June

23 " " " L. B. Hayden, in part }
of debt against Thomas & Adams } 300 00 ✓

July

29 " " " Wm. H. Fitchett, clk. per recit. 10 00

Augt.

6 " " " F. B. Prentiss, being amt. }
due Mutual Assurance Society } 38 13

Sept.

20 " " " E. M. Morrison Surveyor's }
bill per receipt } 12 00

Octo.

6 " " " L. B. Edwards, auctioneer }
at sale, T. & A.'s portion thereof } 30 00

"

10 " " " Emma L. Jordan, in part }
of her debt vs. Thomas & Adams } 100 00

"

18 " " " R. S. Thomas, being amt. }
of various small bill paid }
by him to different persons } 25 48

"

23 " " " L. B. Edwards auctioneer's }
fee, per recit } 5 00

Nov.

6 " " " Glennan & Adkisson, Printer's }
bill. Thomas & Adams por- }
-tion thereof — } 215 12

Decr.

22 " " " Same — 15 75

1874

Jan'y

" " " " N. P. Young clk's fees. 116 70

27 " " " A. M. Eley collector of }
Newport Township, Taxes 1873 } 80 99

Feb.

18 " " " R. E. Womble collector of }
Hardy Township, taxes. 1873. } 67 44

"

" " " " R. S. Thomas, being amt. }
paid by him to Alex. Orenton }
& Bob. Jones per accts. } 12 50

To

" " " Amt. Carried over \$1053.78

1873	Sept. 17	Amts: brought over	\$4752 60	4315 80
	Octo: 7	By amt: of sales of personal property of John E. Adams received in cash		21 00
1874	Jan'y 27	" Amt: of sales of Leather of John E. Adams rec'd in cash		415 80
			\$4752.60	\$4752.60

No. 3

Dr. James Thomas and John E. Adams under the style of Thomas and Adams.
 In account with R. S. Thomas, C. B. Hayden and W. P. Morris their Trustees under the Deed of Trust aforesaid.

1873	Feb'y. 22	To amt: paid R. S. Thomas and C. B. Hayden for drawing Deed of Assignment, Thomas & Adams' portion thereof	110 00
"	"	" Amt: paid State Tax on said Deed & fee for recording same, do's. portion thereof	32 00
April	17	" Amt: paid L. B. Edwards auctioneer at sale per rec't.	25 00
May	"	" " paid R. S. Thomas. Printer's bill paid by him	2 50
"	"	" " " Do. being amt. paid by him to Alex. Weston of Pa. West.	16 42
"	23	" " " Collector of Hardy Township taxes for 1872.	23 50
"	"	To amt: carried down	<u>\$209.42</u>

1873				
July	19	To amt. brought down	\$143 41	
Augt.	1	" " paid Alex ^r Overton	11 00	
"	4	" " " Wm. S. Watkins	10 00	
"	"	" " " John E. Adams, pro rata Share of bill for advertising	5 00	
Sept.	1	" " " Alex ^r Overton	11 00	
"	17	" " " John E. Adams, portion of auctioneer's fee at Sale	10 80	
Octo.	3	" " " Alex ^r Overton	5 50	
Nov ^r	18	" " " S. W. Jones	17 65	
Dec ^r	22	" " " M. P. Young (collectors)	43 18	
1874				
Jan ^y	27	" " " A. M. Eley, Taxes,	21 60	
Feb ^y	18	" " " R. E. Womble (")	6 00	
"	"	" " " R. S. Thomas for draw- ing deed to Stratley Trustee	5 00	
"	22	" Trustees Commission @ .5% on \$4752.60, being the gross amount of sales of property of John E. Adams	237 63	
"	"	" Balance in the hands of the Trustees in cash	1225 63	
"	"	" do. in hands of Trustees in Bonds	3000 00	
1875				
mar.	24	By amt. of sales of goods in Store recd in cash (Jno. E. Adams)	465 80	
Sept.	17	" Amt. of the sales of the Real Estate of Jno. E. Adams recd in cash	850 00	
"	"	" Amt. of sales of the Real Estate of Jno. E. Adams in Bonds	3000 00	
"	"	Amts. carried over	\$4752.60	\$4315.80

Feb'y;	22 nd	To amount brought over	\$4156 45
Sept.	17 th	By amount of sales of the Real estate of J. S. Thomas received in cash	2105 84
"	"	do. do. do. in bonds	1871 16
Octo.	7	do. do. of personal property in cash	179 45
			\$4156 45 \$4156 45

No. 2.

Dr. John E. Adams.

In account with R. S. Thomas, C. B.
Hayden and H. P. Young his trustees under
the Trust of Trust aforesaid.

1873			
Feb'y;	22	To amt: paid R. S. Thomas and C. B. Hayden's fees for drawing Deed of Assignment, J. S. E. Adams' portion thereof	45 00
"	"	" amt: paid do's. portion of tax for recording said deed	8 00
Aprl.	17	" amt. paid L. B. Edwards auctioneer at sale	10 00
May	17	" amt: paid Alex. Overton	13 16
"	"	" " " J. R. Gwaltney	40 00
"	31	" " " Bob Jones	1 50
June	2	" " " Alex. Overton	11 00
July	1	" " " Do. Do.	11 00
"	17	" " " R. S. Thomas, (Clerk fees)	2 25
"	19	" " " Bob Jones	1 50
"	"	" amt. carried down	\$143.41

"D"

Accounts of the transactions of the plain-
tiffs as Trustees under the Deed of
Trust in the proceedings mentioned
No. 1.

Dr. James Thomas.

In account with R. S. Thomas, C. B. Hayden
and M. P. Young his Trustees under the deed
of Trust aforesaid.

1873

Feb'y

22nd To amt. paid R. S. Thomas and
C. B. Hayden's fees for draw-
ing Deed of Assignment
James Thomas' portion thereof

45 00

"

" " Amt. paid do's portion of tax
for recording said deed

8 00

Augt.

" " amt. paid do's portion for
advertising

5 00

Sept.

17 " amt. paid do's portion of
auctioneer's fee at sale

10 00

1874
Feb'y:

22 " paid Taxes on property in
Hardy Township

14 56

"

" " paid do. on property in
Newport Township

52 80

"

" " paid C. B. Hayden for draw-
ing deed to Mrs. Shralley

5 00

"

" " Trustees' Commissions @
5% on \$4156.45, being the
gross amount of sales of
property of James Thomas.

207 82

"

" " Balance in Trustees' hands in cash

1937 71

"

" " do. in Trustees' hands in bonds

1871 16

"

" " To amount carried over

\$4156.45

Am't: bro't: over

150193 74

Thomas
131

Account due J. O. Thomas for
Inst: from 1st April 1872.

54 00

2 52

26 52 ✓

June

Account due W^m A. Wamble for

211 00

132

Inst: from the 10th April
1865. to 21st of May 1872 \$90.10

less J. & A's acct. vs. W. A. W. 45.87

44 13

Inst: on \$211.00 from 21st of
May 1872. to 30th Dec: 1873.

20 36

275 49 ✓

Hayden

133

Three Bonds for \$483.15 each

due one, two & three years from
5th of December 1870. with
interest from date, payable

to C. B. Hayden & George R.

Atkinson Comrs in the

Suit in ch: of W. S. Swallow

vs. W. S. Jno. W. Lawson & sons

vs. Signed by James Thomas

John C. Adams & S. G. Boykin

making in the aggregate

1449 45

Inst. at 6% from 5th Dec: 1870.

268 10

1717 55 ✓

Hay 134

Order of George J. Barlow on

Thomas & Adams in favor of

E. L. Cley, & which was accepted

by said Thomas & Adams

20 06

Inst: at 6% from April 1st 1872.

2 04

22 10 ✓

Total debt & liabilities of Thomas & Adams

\$52235.40

Not all in 133 Hayden & Adams

amt. brot. down

46313 01

Same

127

Deb due C. B. Hayden for amts:
paid by him as endorser for
same on notes due various
Banks - - - - -

1177 29

Inst: on \$1137.54 part these of
from 26th of Feby: 1874. }

1177.29 ✓

Same

128

Note due Burruss, Son, & Co.
endorsed by Thomas & Adams
D. B. Pastner, S. G. Boykin and
W. H. Fitchett dated Jan. 11th
1873. for

177 42

Inst. thereon from the 12th
of March 1873 @ 6% }

8 52

185 94 ✓

Same

129

Note held by the Trustees of
Thomas & Adams a figure of
of Burruss, Son & Co. made
by S. G. Boykin payable to
W. A. Womble, endorsed by
said W. A. Womble, D. B. Pastner
& Thomas & Adams due
60 days from 23rd of Mar
1873, protested July 26th 1873
for \$300.⁰⁰ subject to a credit of
\$100.⁰⁰ paid on 26th July 1873. bal:

200 00

Inst: thereon @ 12% from the
26th of July 1873. }

10 27

210 27 ✓

x

S. C. S. 130

Board of James Thomas & John
E. Adams due to O. C. Godrich for
Inst. thereon @ 10% from 17th
of June 1872. - - - }

2000 00

307 23

2307 23

amt: carried over

50193 74

	Amounts brot: over	\$133	01	45776	68
	Interest thereon from the 1 st day of August 1872. to the 30 th day of December 1873.	11	31		
	Charges of protest	2	25		
	Costs of suit	8	60	155	17✓
Hayden	Note due to J. O. Thomas & Killmore Jordan for	464	75		
122	Inst. thereon at 12% from the 1 st of January 1872.	111	54	576	29✓
Same	Debt due Wm. H. Fitchett for amt. paid Burruss & Co. as endorser of note of Thomas & Adams, in full of note	51	06		
123	Inst. thereon @ 6% from the 4 th of March 1873.	2	55	53	61✓
Same	Debt due Same as co-endorser with C. B. Hayden ^{paid} on note of \$200. ⁰⁰ of Same to Same.	52	68		
124	Inst. thereon @ 6% from 10 th of May 1873. - - -	2	02	54	70✓
H. P. M. 125	Debt due M. P. Young co-endorser with C. B. Hayden ^{paid} on note of Same for \$200. ⁰⁰ due at 1 st National Bank of Norfo. Va.	107	89		
	Inst. on \$103.13 part thereof @ 6% from 26 th of Feby. 1874.			107	89✓
Hayden	Debt due D. B. Pastuer as co-endorser with C. B. Hayden amt. paid on note of Same held by the Norfolk Loan & Trust Co. for	188	66		
126	Inst. on \$180. ⁰⁰ part thereof from the 26 th of Feby. 1874. - - -			188	66✓
	Wt. Carried down	\$	46513	01	

Amount brot. down

\$ 44599 86

the 25th of Nov^r 1872. payable in
thirty days - - - - - for

200 00

Int: thereon @ 12% per cent. from
the 25th of December 1872 }

93 44

Charges of protest

2 00 235 44 ✓

H. H. C.

119

Note of T. A. Wilson payable to
the order of Thomas & Adams
endorsed by said Thomas & Adams
held by the same Bank. dated the
7th of October 1872, payable in
thirty days for

152 76

Int: thereon @ 12% from the
6th of November 1872. }

21 08

Charges of protest

2 00 175 84 ✓

H. H. C.

120

Note of the same payable to
the order of the same, endorsed
by the same, held by the same
Bank, dated on the 7th of
October 1872, & payable in fifty
days. - - - - - for

153 77

Int: thereon @ 12% from the
26th day of November 1872. }

19 78

Charges of protest

2 00 175 55 ✓

121

Judgment of Esleofwight
County Court, rendered on the 3rd
day of December 1872, in favor
of the same Bank against
William A. Harrison James
Thomas & John E. Adams, late
partners as Thomas & Adams for

133 01

Amount carried over

\$ 133.01 \$ 45176 09

to credit of the interest and
\$120.70 of principal on 1st
of January 1874, Bal.

79 30

Inst: thereon @ 12% from the
1st of January 1874

costs of protest

✓ 2 00

81 30 ✓

R. H. 116

Note of John E. Adams pay-

able to James Thomas, and

endorsed by James Thomas

held by the same Bank, da-

ted 14th of January 1873, pay-

able in sixty days, for \$250.⁰⁰

subject to credit of the interest

paid on the 5th of Jan'y, 1874, and

\$15.00 of the principal, bal:

335 00

Inst: thereon @ 12% from the

5th of Jan'y: 1874,

costs of protest

2 00

237 00

R. H.

117

Judgment of Colebrook County

Court on the 3rd of Dec^r. 1872, in

favor of the same Bank, against

W. O. P. Gwallney & Thomas A. Adams

with interest from 11th Sept. 1872,

for \$125.46, subject to a credit of

\$50.⁰⁰ on the 4th of Feby: 1873, bal

79 00

Inst: thereon from the 4th

February 1873

4 30

charges of protest

2 25

costs of suit

9 18

94 73

118

Note of J. S. Gule payable to the

order of Thomas A. Adams, and

endorsed by said Thomas A. Adams

held by the same Bank, dated

Am't. carried down

\$ 44599 86

Am't: brot: down

\$ 390.40 / 43396 94

Inst: thereon from the 4th day
of Dec^r 1869. }

95 39 485 39 ✓

X R. C. 113

Note of L. B. Pastner held by
the Farmers & Merchant Sav-
ings Bank of Smithfield Va.
dated 2nd of Feby, 1873, due 2nd
of April 1873, endorsed by
Thomas & Adams and S. G.
Boykin for \$200.00 subject
to credit on 6th of April
1873 of \$138.54 and on the
6th of Sept^r. 1873, of \$20.49 bal:
Inst: thereon @ 12% from
the 6th of Sept^r. 1873, }
Costs of protest

44 10

1 76

✓ 2 00

47 86 ✓

X R. C. 114

Note of John E. Adams
held by the same Bank, en-
dorsed by James Thomas and
S. G. Boykin, dated Jan^y, 14th
1873, payable in sixty days for
Inst: thereon @ 12% from
the first of Jan^y 1874 }
Costs of protest

✓ 254 84

✓ 2 00

256 84 ✓

(In renewal of an old note of Thomas
& Adams)

Note of Thomas & Adams
(in liquidation) held by the same
Bank, endorsed by S. G. Boy-
kin & L. B. Pastner, dated 16th
of Jan^y. 1873, for \$200.00 (subject

Am't carried over

\$ 44186 83

Am't: prot. over #

Hayden	Balance on account due C.B.			
107	Hayden ^{by way} for	953.87		
	Inst: thereon from 1 st Jan: 1872,	114.46	1068.33	
	Due bill of Thomas. Adams & Co.			
108	due to E. Morrison Exor: of Merit Womble, dated on the 30 th of April 1861. — for	169.16		
	Inst: thereon from the 10 th April 1865.	88.53	257.69	✓
Graves 109	Note of Thomas & Adams due to Mary E. Edwards Guardian of Wm B. and George L. Edwards, dated 6 th of April 1871. — for	503.87		
	Inst: thereon @ 10% from April 6 th 1871, —	137.87	641.74	✓
" 110	Note of the same due to Mary E. Edwards, 18 th of April 1872, — for	63.76		
	Inst. thereon @ 10% from the 18 th of April 1872.	10.67	74.43	✓
" 111	Note of the same due to M. D. Holt assignee of Wm A. Womble, who was assignee of John G. Womble, due on the 1 st day of May 1872 — for	642.11		
	Inst: thereon @ 6% from the 1 st of May 1872,	64.21	706.32	✓
" 112	Account due the Estate of William M. Crocker, on the 4 th day of Dec: 1869 for	390.40		
	Am't carried down	\$390.40	\$43396 7/4	

Ant: brot down \$3986 88 ✓

Swant 101
X
Do not pay in same inst.
as No 78 - Not on
hand for ment a student
in Butler's school.

Note held by Merchants and
Mechanics Savings Bank of Nor-
folk Va made by John E. Adams
payable to S. S. Boykin, endorsed
by said S. S. Boykin. W. P. Young
W. A. Womble Thomas Adams
Inst: at 6% from 3rd of May 1873.
Charges of protest,

400 00
20 10
2 42 422 42

102 Amount paid by W. P. Young
being Curtail inst: &c, on note
due same Bank for \$800.⁰⁰
on 3rd of April 1873
Inst: at 6% from 3rd Aprl. 1873
Amount of Curtail inst:

64 86
2 76 67 62 ✓

103 &c, paid by W. A. Womble on
the same note at the
same time.
Inst. from 3rd Aprl. 1873, at 6%.

50 00
2 25 52 25 ✓

104 Amount paid by W. P. Young
Curtail, inst: &c, on ^{note} to same
bank for \$500.⁰⁰, on the 3rd
of March 1873.
Inst: at 6% from 3rd Mar: 1873

59 53
2 90 62 43 ✓

105 Amount paid by W. A. Womble
Curtail inst: &c, on same
note to same bank same
day
Inst. from 3rd March 1873,

50 00
2 48 52 48 ✓

106 Account due John R. Swalling, bal.
on the 5th of Sept: 1872
Inst: thereon from 5th Sept. 1872.

152 11
12 04 164 15 ✓

Ant: Carried over 4061 88 23

Chas. Holt Jr. -

33923.81

N. O. A.

92

Order of Jas. H. Ramsey or Thomas & Adams in
favor of H. B. Young comr. in Brit. of Hall & Co. W.
Int. paid for

1400 00

Int. from the 15th Jan'y, 1872.

164 50 1564 50 ✓

Note due O. C. Godrich for

364 81

Int. at 10 % from 30th May, 1872

58 42 427 43 ✓

Acct. due O. C. Godrich, H. B. Young, & J. D. Cochran

1140 06

Int. from 30th March, 1868

393 32 1533 38 ✓

16. 95

Note due Jas. T. Godson for \$1000, held by the
Farmers & Merchants' Savings Bank at Smithfield
in care of Henry, with int. at 10 % from
1st March, 1872. Subject to credit on that day
of Godson's Note for \$22.15, also of Godson's
note for \$45.40, & acct. of Godson for \$86.22
on the 8th May, 1872

Int.

804 97

Int. at 10 % on balance from 8th May, 1872

132 36 937.33 ✓

N. R. C.

96

Bank of S. C. Mottin payable to Thomas & Adams
endorsed by them ^{due} to the Farmers & Merchants' Bank
& held by their trustees as assignees of said Bank
Int. at 12 % from 11th Feb'y, 1873.

200 00

32 00

Cost of protest

2 00

334 00 ✓

endorsed by same &

97

Note of same to same held by same for
Int. at 12 % from the 28th March, 1873

500 00

45 00

Charges of protest

2 00

547 00 ✓

endorsed by same &

98

Note of same to same held by same for
Int. at 12 % from 1st March, 1873

200 00

20 00

Charges of protest

2 00

222 00 ✓

99

Note due E. L. Eley endorsed by Thomas &
Adams on note to Farmers' Bank & held

266 21

Int. at 6 % from 17th March, 1873

11 45

266 21 ✓

100

Acct. due Jas. H. Ramsey for

58 45

Int. from 15th Feb'y, 1873.

3 07

41 52 ✓

Amount carried down 39826 88

	Ant. brought forward		\$ 29121 43	
82	Bond due Martha Carroll for	175 18		
	Int. at 6% from the 29th of June '70	36 75	211 93 ✓	
83	Note due R. T. Randolph for \$500, less \$47			
	Being Randolph's Note to Thomas Adams	453 00		
	Int. at 6% from the 29th of Nov. 1870.	88 80	536 80 ✓	
84	Bond due Ametion's Term for	1200 00		
	Int. at 6% from the 9th of June 1868	333 33	1333 33 ✓	
85	Bond due Anne	125 00		
	Int. at 6% from the 10th of June 1868	41 64	166 64 ✓	
86	Bond due Wm. A. Warren for	635 12 1/2		
X	Int. at 10% from the 5th of June 1872	99 74	734 86 ✓	
87	Note due J. D. Pellors, transferred to			
"	Wm. A. Warren for \$821.18, with			
	int. at 10% from the 27th of Sep.			
	1871,			
	Credit on 10th. April 1872 of 500 - Bal.	391 56		
	Int. on balance at 10% from Apr. 10/72	67 1 1/2	458 99 ✓	
88	Note held by Geo. F. Hall, cop. of Mary			
	Hall for \$586.83, with int. at 10% from			
	the 28th May, 1872 - subject to			
	Int. by G. F. Hall's bond & int. of			
	\$125.19 on the 24th. Sept. 1873. Bal.	539 23		
	Int. on bal. at 10% from 24th Sept. 73.	14 37	553 60 ✓	
89	Acct. due H. P. Young — for	573 64		
	Int. from 2d Oct. Jan'y. 1872	66 92	640 56 ✓	
	Order of J. A. Stallings on Thomas			
90	Adams in favor of H. P. Young	50 86		
	Int. from 2d Oct. Jan'y. '71	8 87	59 79 ✓	
	Order of Thomas Adams in favor			
	of H. P. Young, endorsed to H. P. Young	104 19		
91	Int. from 4th. March, 1872 -	11 39	115 58 ✓	
	Cont. Carried over		539 53 58	

Ant. brot. fwd.

\$ 26184 86

77	Bank	Note of Jas. C. Adams payable to Jas. Thomas, held by Merchants & Mechanics Savings Bank and endorsed by Jas. Thomas, S. G. Boykin & D. Boykin Pasteur, for	600 00	
		Int. from 19. July. 1878 at 10%	50 83	
		Charges of protest	2 29	653 12 ✓
77	Bank	Note of same payable to S. G. Boykin, held by same Bank, endorsed by S. G. Boykin, D. Boykin Pasteur & Thomas & Adams	450 00	
		due 19. July. 1878 for	38 86	
		Int. from 19. July. 1878 at 10%	2 29	491 15 ✓
		Charges of protest		16 82 ✓
78	Bank	Note of same payable to Jas. Thomas, held by same Bank, endorsed by Jas. Thomas, S. G. Boykin & D. Boykin Pasteur, due 1st. July. 1878 for	450 00	
		Int. from 1. July. 1878 at 10%	41 20	
		Charges of protest	2 29	493 54 ✓
79	Bank	Note of W. W. Womble, payable to Thomas & Adams, held by same Bank, endorsed by Thomas & Adams & S. G. Boykin, due 18 th July. 1878, at 10% for \$250.		
		Credit on 9 th of Aug. 1878 with H. N. Shel: 206 86		
		Int. from 9. Aug. 1878. on bal.	8 10	
		Charges of protest	2 16	217 12 ✓
80		Account due Geo. R. Atkinson atty. for Jordan's advt. val.	798 81	
		Int. at 6% from 15 th Sept. 1869	205 69	1004 50 ✓
81		Account due same atty. for N. Certhimus	65 47	
		Int. at 6% from 17. Jan. 1871.	11 67	77 14 ✓
		Ant. carried forward.		29121 43

Am't. not down

25508 86

Hayden	68	Judgment of Seleswright County court. March 4 th 1873. in favor of Wm D. Folk	1475 39	
		Less credit of 65.39 on 30 th Decr 1873		
		Inst. at 12 % from Octo: 8 th 1871.	329 12	
		Costs	9 00	1814 51 ✓
H.	69	Bond due N. W. Chapman trustee for Wm H. Thomas for	348 23	
		Int. at 6 % from 8 th of Apl. 1870	47 47	426 00 ✓
H.	70	Note of Thomas & Adams due Jas. G. Wombles	543 11	
		Int. at 6 % from 1 st of May 1872	64 20	706 31 ✓
H.	71	Note due E. L. Clay for	51 00	
		Int. at 6 % from 1 st of July 1872	4 53	55 53 ✓
H.	72	Note of same due same for \$578.07		
		Int. at 10 % from 26. Sept. 1870.		
		Credits - \$39.13 on 1 st Dec. 1870.		
		\$133. ⁵² on 7 th Dec. 1871 & 102.37 on 26. Sept. 1872. Balance	406 02	
		Int. at 10 % from 26. Sept. 1872	51 27	457 29 ✓
H.	73	Note due Wm H. Fitchett for	203 56	
		Int. at 10 % from Sept. 2 ^d 1872	27 14	230 70 ✓
H.	74	Note of same due same for	216 35	
		Int. at 10 % from 2 ^d Oct. 1872	26 96	243 31 ✓
J. B. Clark	75	Note held by Merchants & Mechanics Savings Bank, made by J. E. Adams, payable to Jas. Thomas, & endorsed by Jas. Thomas, N. P. Young, W. A. Wombles & O. S. Perkins for \$800.00 due 31. March 1873, with int. at 10 %.		
		Credit Apl. 3 rd 1873. \$114.86	685 79	
		Int. from 3 rd Apl. 1873 @ 10 %	57 14	
		Charges of protest	2 42	745 35 ✓
		W. A. Currier	26184 86	

Amt. brot. over

20131 63

Thomas	Note as Endorsers for S. G.			
59	Bohndue Whitehead & Limer	75 00		
	Assigned to Thomas & Adams, trustees			
	Inst: at 6% from March 11 th 1873,	3 61	78 61	
Thomas	Note as Endorsers for same			
60	due to J. O. Thomas for			
	\$429.59, Inst: at 12% from			
	the 2 nd of March 1873			
	Credit 5 th Feb. 1873, \$146.86, bal.	282 73		
	Assigned to Thom. & Adams, trustees			
	Inst: at 12% from 27 th March 1873.	25 73	308 46	
do.	61 Note of Thomas & Adams due			
	Whitehead and Limer for	25 00		
	Inst: at 6% from 23 rd Dec ^r 1872,	1 53	26 53	
Hayden	62 Note due E. Vance & Co. for	50 00		
	Inst: at 6% from 14 th Dec ^r 1872,	3 13	53 13	
do.	63 Note due same for	50 00		
	Inst: at 6% from 14 th Jan ^y 1873	2 88	52 88	
do.	64 Account due George W. Brill, for bal.	43 08		
	Inst: from 1 st of September 1872,	3 45	46 53	
do.	65 Bond due A. A. Cofer for	90 17		
	Inst: from 16 th Dec ^r 1872,	5 64	95 81	
do.	66 Judgment of D. S. Sherrington			
	of County Court of Essex & Wright County			
	March 4 th 1873, ——— for	309 45		
	Inst: at 10% from Oct ^r 1 st 1872	38 68		
	Costs	5 00	356 13	
do.	67 Judgment of same on same			
	day in same Court, for	314 12		
	Inst: at 10% from Dec ^r 1 st 1872,	34 03		
	Costs	8 00	356 15	

Amt. Carried down

21805 86

Am't. brot. down,

15343 95

Thomas 53	Note due J. O. Thomas for \$580. ⁰⁰ Inst: thereon at 12% from 27 th of March, 1873, Credit 31 st January 1873, of \$250. ⁰⁰ Bal: 330 00		
	Inst: at 12% from 27 th Mar: 1873	30 03	360 03 ✓
54	Bond due The Farmers and Merchants Loan and Trust Company of Norfolk Va for \$2691.80 with interest at 12% from 20 th of March 1872. Credits \$275. ⁰⁰ on May 11 th 1872, \$143.13 on Jan: 9 th 1873, and \$261.44 on March 6 th 1873, Bal: 2200 14		
	Inst: at 12% from March 6 th 1873	215 61	2415 75 ✓
X do. 55	Bond due to William Goodson Assignee of Ann E. Gausson for \$244.25 with at 6% from the 1 st of July 1872, Credit 28 th of October 1872, \$35. ⁰⁰ , Bal: 214 01		
	Inst: at 6% from 28 th Octo 1872,	15 25	229 26 ✓
+ do. 56	Note as Endorsers for S. L. Charged also in the Br. kin. due Whitehead & Turner for assigned to Thomas & Adams Trusts individual accts. Inst: thereon at 6% from the 11 th of March 1873 1200 00	57 80	1257 80 ✓
Thomas 57	Note as Endorsers for same due to same for assigned to Thomas & Adams Trusts Inst: at 6% from 17 th Feb: 1873, 250 00	13 04	263 04 ✓
Thomas 58	Note as Endorsers for same due to the same for assigned to Thomas & Adams Trusts Inst: at 6% from 17 th March 1873, 250 00	11 80	261 80 ✓
	Am't: Carried over		20131 63

all it: brot: over

\$12221 45

Thomas's		Note due to James Y. Leigh & Brother for	150 00		
		Inst: at 6% from the 28 th of January 1873	8 30	158 30	
do	114	Note due to Wm F. Allen Sec: for	216 30		
		Inst: at 12% from 16 th of April 1872.	44 27	260 57	✓
do	115	Note due Same for	216 66		
		Inst: at 12% from 21 st of April 1872.	43 98	260 64	✓
do	46	Note due Same for	217 01		
		Inst: at 12% from 26 th of April 1872.	43 69	260 70	✓
do	47	Note due Same for	215 94		
		Inst: at 12% from the 16 th of May 1872	41 96	257 90	✓
do	48	Note due Wm J. Harrison Sec: for	300 00		
		Inst: at 6% from the 9 th of February 1873	16 05	316 05	✓
do	49	Note due the Same for	900 00		
		Inst: at 6% from 21 st of February 1873,	46 35	946 35	✓
do	50	Note due the Same for	300 00		
		Inst: at 6% from the 9 th of February 1873,	16 05	316 05	✓
do	51	Note due Same for	279 64		
		Inst: at 6% from March 5 th 1873	13 75	293 39	✓
do	52	Note due Same for	50 00		
		Inst: from 24 th Feb: 1873. at 6%.	2 55	52 55	✓
Amt: Carried down				\$15543 95	

Am't. bro't. down

\$8518 67

Thomas	35	Note of Thomas & Adams due to Nathl: Henry, in liquidation - - - for Interest thereon @ 10 per cent from the 5 th June 1872	171 30 26 85	198 15 ✓
H.	36	Note due Sarah A. Cley for Int: thereon at 6% from the 20 th of Nov: 1867, (Less \$50.00 as of May 1 st 1872,)	527 00 143 23	670 23 ✓
Hay	37	Note due James G. Jones in Silver \$100.00 worth Int: thereon at 6% from February the 11 th 1869.	103 00 30 20	133 20 ✓
	38	Note due John Edwards for Int: thereon at 6% from the 19 th of August, 1868.	171 95 55 37	227 32 ✓
Thomas	39	Note due to E. W. Jones for Int: thereon at 10% from the 18 th of March 1872.	500 00 89 17	589.17 ✓
Hayden	40	Note of S. G. Boykin and Thomas & Adams, held by Thomas & Adams Trustees as Assignees of Marietta Wise - - - for Int: at 10% from Octo. 12 th 1871.	1000 00 221 67	1221 67 ✓
Hayden	41	Account due Broughton and Malby - - - for Int: from 1 st Jan: 1871	127 97 23 03	151.00 ✓
	42	Note due Emma C. Jordan 21 st October 1870. for \$581.78. Credit 25 th Jan: 1873. \$155.74. - - - Balance	484 58 27 46	512 04 ✓
		Int: at 6% for 25 th Jan: 1873. a. c't. Carried over		12221 45

Am't: bro't: forward

6468 07

27	Note due Mike Fulgham agree. of W. E. Fulgham \$75. ⁰⁰ due 1 st of Jan'y: 1872, with Int: at 6% subject to credit of \$10. ⁰⁰ , 5 th of June 1872, Balance,	66 93	
	Int: from 5 th of June 1872,	6 30	73 23
28	Account due Eliza Ayner 8 th Nov ^r 1872, for	22 00	
	Int: thereon	1 51	23 51
29	Account due the Vestry of Christ Church. Smithfield for	143 57	
	Int: from 15 th of April 1872,	14 72	158 29
30	Account due Hofheimer, Bros. Hos. for	144 79	
	Int: from 29 th of Nov ^r 1871. of Thos. Adams, endorsed by S. G. Boykin	18 12	162 91
31	Note due the First National Assigned to Thomas & Adams trustees. Bank of Norfolk Va for	77 06	
	Int: thereon at 6% from 21 st of February 1872,	8 59	85 65
32	Bond due W. A. Thomas & signed by James Thomas, John E. Adams S. G. Boykin and W. P. Young for	1000 00	
	Int: at 12% from May 1 st 1872,	200 00	1200 00
33	Note due Thos. A. Hardy & Sons Assigned to Thomas & Adams trustees	229 37	
	Int: thereon at 10% from the 29 th of July 1872,	32 55	261 92
34	Note due the same for	71 50	
	Int: thereon at 12% from 30 th of May 1872,	13 59	85 09

Am't: Carried down \$8518 67

	amt. brot. forward		\$5405 59
Thomas 17	Account due James Reed & Co. for Inst: from 21 st Jan'y: 1873	28 87 1 63	30 50 ✓
Same 18	Note due A. Edwards for Inst: thereon at 6% from 11 June 1872	100 00 9 32	109 32 ✓
Same 19	Note due Davis & Bro: for Inst: thereon at 12% from 23 rd of February 1872	100 00 22 23	122 23 ✓
Same 20	Note due S. March & Co. for Inst: thereon at 9% from 23 rd of May 1873	241 28 13 09	254 37 ✓
Same 21	Note due John O. Gamage for Inst: thereon at 6% from 6 th of February 1873	102 56 5 54	108 10 ✓
Same 22	Note due H. P. Mitchell for Inst: thereon at 10% from the 14 th of November 1871	100 00 20 28	120 28 ✓
Same 23	Note due Same for Inst: thereon at 10% from the 8 th of August 1871	100 00 23 94	123 94 ✓
Same 24	Note due Peter Blunt on 5 th Octo: 1872 for \$90. ⁰⁰ with Inst: at 6% Credit. 14 th of Octo: 1872 \$20. ⁰⁰ ; 20 th of Octo: 1872, \$20. ⁰⁰ bal	50 33 3 52	53 85 ✓
Same 25	Account due Davis & Bro: 6 th of January 1872. — for Inst: thereon at 6% —	107 81 12 83	120 64 ✓
Same 26	Account due Mike Fulgham for his wife & daughter. — for Inst: thereon from the 1 st of Decr. 1872.	18 07 1 18	19 25 ✓
	Wt. Carried over		\$6468.07

Am't: brot: over

945 89

R. L. Wilson	8	Note due R. H. Pretlow, for	1000 00		
		Inst: thereon at 10% from 16 th			
		of May 1872, ————	162 50	1162 50	
	9	Note due W. P. Young agree: of			
		A. G. Boykin ———— for	74 41		
		Inst: thereon at 6% from the			
		1 st of July 1872, ————	6 70	81 11	✓
	10	Note due Josiah P. Lee Admtr.			
		of So. E. Holland & B. E. Larden	335 88		
		Inst: thereon at 10% from the			
		22 nd of July 1871, ————	81 92	417 80	✓
Thomas	11	Note due Mike: Fulgham			
		1 st of May 1872, for \$462.82			
		with Inst: at 10% thereon			
		Credit 7 th of May 1872 \$48.24 bal.	430 78		
		Inst: thereon from 7 th May 1872,	71 08	501.86	✓
Thomas	12	Note due T. A. Hardy & Sons			
		on 3 rd of Feby. 1873 ———— for	1397 89		
		Inst: thereon at 10% ————	126 98	1524 87	✓
Same	13	Note due Whitehead & Brickhouse			
		due 7 th of Feby. 1873 ———— for	250 00		
		Inst: thereon at 6% ————	13 50	263 50	✓
Same	14	Note due John W. Chapman in			
		Gold for \$300.00, worth ————	330 00		
		Inst: thereon at 8% from	73 04	403 04	✓
		the 25 th of March 1871			
Same	15	Note due James Reed & Co:	50 00		
		Inst: thereon at 6% from the	2 72	52.72	✓
		4 th of Feby: 1873, ————			
Same	16	Note due Same, for	50 00		
		Inst: thereon at 6% from 25 th Mar: 1873,	2 30	52.30	✓
		Am't. carried down		5405.59	

3

"C"

Debts and demands against James Thomas and John E. Adams under the style of Thomas and Adams,

Hayden 1	Note due to Salamonsky & Co:	165 00	
	Charges of protest	2 00	
	Interest thereon at 6% from the 24 th of October 1872, to Dec ^r 30 th 1873	11 86	178. 86
Same 2	Note due Josiah T. Jones for	100 00	
	Inst: thereon at 12% from the 24 th of January 1873,	11 30	111 30
Same 3	Note due same for	53 69	
	Interest thereon at 12% from the 11 th of January 1873 -	6 26	59. 95
Same 4	Note due T. P. Crowell for \$197. ¹⁸ due Nov ^r 13 th 1870. credited on the 8 th April 1871, with \$100. ⁰⁰ - balance)	101 95	
	Inst: at 6% from 8 th April 1871	16 69	118. 64
Same 5	Note due same 21 st Nov ^r 1870.	221 15	
	Inst: thereon at 6%	41 24	262 39
Same 6	Note due same, signed by A. H. White, W. H. Miers and Thomas & Adams for	105 67	
	Inst: thereon at 6% from 15 th of April 1871.	17 17	122 84
Same 7	Note due same, signed by John W. Del ^r of O. Co. & Thomas & Adams for	79 21	
	Interest thereon at 6% from the 28 th of April 1871	12 70	91 91
A. T. carried over			\$945. 89

Cont: brot: over

\$ 18755 46

Thomas

Bond signed by James Thomas
John E. Adams, S. G. Boykin
and W. P. Young due to R. S. Thomas for
Inst: at 12% from May 1st 1872

1000 00

200 00

1200 00

Swank

Note held by the Merchants and
Mechanics Savings Bank
made by John E. Adams pay-
able to James Thomas, endorsed
by James Thomas, W. P. Young
W. A. Womble & S. G. Boykin for
\$800.00 due 31st of March 1873
with interest at 10% subject
to a credit 3rd of April 1873
of \$114.86 Balance

685 79

Inst: at 10% from April 3rd 1873

5 7 14

Charges of protest

2 42

745 35-1

Hayden

Debt due, C. B. Hayden, for amts.
paid by him as endorser on note
of Thomas & Adams due to
Burruss, Son & Co. (being part
of \$1177.29, charged in the account
vs. Thomas & Adams)

719 56

Inst. from 26th Feby, 1874

719 56

Thomas

Account due Dr. A. Atkinson for
Inst: from Feby: 14th 1873

103 70

5 44

109 14

Total amt. of debt to C. B. Hayden & Adams

\$ 31529 51

Amts. brot. down		\$69 07	\$14938 40
Thomas	Inst: thereon @ 10% from the 10 th of February 1871.	19 93	
	Costs of suit	8 60	97. 60
Thomas	Account due James Johnson for	19 25	
	Inst: thereon from Feb. . . . 1873.	1 06	20 31
Same	Account due H. Wertheimer. bal:	37 70	
	Inst: thereon from Octo. - 15 th 1873.	2 73	40 43
Same	Account due C. F. Greenwood & Co. ^{bal.}	43 00	
	Inst: thereon from Oct. 15 th 1872.	3 10	46 10
Same	Account due E. G. Danning for	14 00	
	Inst: thereon from Jan. 23 rd 1873	79	14. 79
Same	Account due S. G. Boykin		
	held by his Trustees for	102 07	
	Inst: thereon from 1 st Jan. 1873.	6 12	108 16
Same	Note of D. B. Fustner payable to the order of S. G. Boykin dated the 19 th of Dec ^r 1872, & payable Sixty days from date, endorsed by S. G. Boykin John E. Adams held by the Exchange National Bank of Norfolk "a" for \$350. ⁰⁰ Subject to credit on the 9 th of May 1873. of \$15.29. balance	1389 32	
	Inst: thereon from the 9 th of May 1873. at 6% —	13 06	352 38 ✓
Hayden	Bond due Marily Ann Turner - - - for	125 00	
	Inst: thereon @ 6% from the 9 th of May 1872.	12 29	137. 29
Amt: carried over			\$18753 46

Am't: brot: over \$17000.32

Account due J. R. Gwaltney for 134 26

Inst: thereon from the 24th of Jan^y 1873, to the 30th of Dec^r 1873. — } 7 52 141. 78

Dr. Adams

Bonds of John E. Adams & James Thomas payable to U. P. Young and assigned by him to James H. Whitley, said bond bearing Interest on date of Assignment at the rate of Six per centum per annum, and after the assignment was by interlineation therein as appears by the evidence of Stena K. Chapman and without the knowledge of the said assignor, altered or changed so as to appear, that the said bond is to bear interest at Ten per cent, which bond is dated on the 11th of November 1871, and due on demand for \$716.76 subject to credit on the 1st of December 1871 of \$61.50 ————— Balance 659 00

Interest thereon at 10% from the 1st of December 1871. } 137 30 796 30

Thomas

Judgment of Deleofwright County Court on 2nd of April 1872, in favor of A. J. Edwards, against Samuel T. Hale, W. H. Stephenson and John E. Adams for

69 07

Am't: Carried down \$69 07 \$17938 40

amt. brot. down

\$14409 35-

Atkinson

Account due Childs & Griffith of Balt ^o for	145 33	
Inst. from 11 th Jan ^y : 1873,	8 45	153 78
Note of John E. Adams & C. H. Day trading as Adams & Day, held by U. P. Womg for \$600. ⁰⁰ with interest thereon at 6% from 25 th of Jan ^y : 1873, subject to credit of \$50. ⁰⁰ on the 20 th of Feb ^y : 1873, Bal:	552 50	
Inst. from 20 th of Feb ^y : 1873 on bal:	28 55	581 05
Judgment of Sale of Wright County Court March 4 th 1873, in favor of Joseph H. Duck, against W ^m H. Thomas & John E. Adams for	94 65	
Inst. at 6% from 10 th Jan ^y 1873,	5 52	
Costs of suit - - - - -	8 86	109 03
Judgment of same Court on same day in favor of same against same for	400 00	
Inst. from 16 th of Aug ^t : 1867,	152 93	
Costs of suit -	8 86	561 79
Judgment of same Court on same day in favor of same against the same for	300 00	
Inst. from 28 th Jan ^y : 1867	124 60	
Costs of suit	8 86	433 46
Judgment of same Court on same day in favor of same against the same for	513 00	
Inst. from July 10 th 1866	230 00	
Costs of suit	8 86	751 86
amt. carried over		\$1700 32

Amt: bal: over

\$12630.48

Hayden

Note of S. G. Brinkin, endorsed
by John E. Adams, protested,
and held by Thomas + Adams
Trustees as assignees of the
Farmers + Merchants Savings
Bank of Philadelphia, for
Dut: at 12% from 13th Feby: 1873,
Charges of protest

791 46
83 65
2 00 877 11

Goode

Judgment of the Circuit Court
of Allegheny County 23rd of April
1873, against John E. Adams
in favor of Argubart's Exors. for
M. N. Argubart + R. W. Burges
+ Fanny M. his wife for
With Compound interest thereon
from the 1st of March 1857 to the
27th of December 1868, abated
by the interest from April 17th
1861 to the 10th of April 1865,
and with simple interest
thereon from the said 27th of
December 1868, to 30th Dec^r 1873
Less \$165.⁷⁵ paid on the 6th day
of April 1868. —
Costs of suit

497 60
358 45
8 70 864 75

Thomas

Note of Wm. Thomas of John
E. Adams due Ellen P. Wilson
Ex: of Jas. L. Wilson. for
Dut: at 6% from 18th Dec^r 1872
to the 30th of Dec^r 1873

34 85
2 16 37 01

Amt: Carried down

\$14409.35

unt; brot; down

~~755-7. 01~~

June

✓

Note of Adams + Day, in
liquidation, payable to the
order of J. G. Perkins held by
the same Bank, endorsed
by J. G. Perkins, D. B. Pastner
James Thomas for

\$50 00

Inst: at 10 to from 28th April 1873,

23 53

Charles of Protest

229 37582

Finches

Account due Wm. J.
Harrison Esq. for

21890

Inst: from same; 25th 1873.

12 26 231 16

Bond of James Thomas
John E. Adams, dated 17th of June
1872, due to J. C. Goodrich for

2000 00

inst: at 10% from its date

307 23 2307 23

Bond of Wm^t. H. Fitch & John E.
Adams due to O. C. Goodrich for }

2.36 03

Int: at 6⁰. from 26th Feb^y 1873.

1196 24799

Debt due W. P. Young Trustee
for A. G. Spratley, evidenced
by three bonds of James Thomas
Hobbs E. Adams, for \$400.00 each,
dated October 5th 1871, making.

1440 78

Int: at 6% from Octo: 5th 1871

193 30 163408

Handen

Note due E. P. Fabb & Co., for

209 C.

Inst. at 6% from 18th Apl. 1873.

878 21783

80

Bonds of Witness, Thos. as above
E. Adams & dau E. B. Eley for

47 82

Post. at 6 to from 2nd Dec^r 1869
to the 30th of Dec^r 1873

1154. 59. 76

And Carried over

\$12630.48

Am't. brot: over

\$6250 63

Hayden

Judgment of C. B. Hayden
Receiver against Jno: S. Gale &
John E. Adams for \$355.⁰⁰
with Int: at 6% from 1st of
Jan'y. 1873, subject to a
Credit 20th Jan'y. 1873, \$35.⁰⁰ bal: }
Int: from 20th Jan'y. 1873, }
Costs of suit ————— }

321 12

18 20

8 00

347 32

Thomas

Bond of Wm. H. Thomas, Jno: C.
Thomas and Jno: E. Adams due
to A. Atkinson Abs: of W. A.
Johnson for a Balance of }
Int: from 24th of Dec'r. 1868 }

24 77

7 46

32 23

Hayden

Bond of Jno: S. Gale & John E.
Adams due to John G. Wumble, Jr.
Int: at 6% from 27th Dec'r. 1870.

50 00

9 03

59 03

Do.

Bond of same due same as
assignee of James S. Edwards for
Int: at 12% from Jan'y. 1st 1871.

95 96

34 55

130 51

Swank

✓

Note of S. S. Boykin, payable to
the order of John E. Adams & held by
the Merchants & Mechanics
Savings Bank of Norfolk Va.
endorsed by John E. Adams
James Thomas and D. B.
Patterson for
Int: the sum 6% from
the 1st of March 1873,
Charges of protest

700 00

35 00

2 29

737 29 ✓

Am't. Carried down

\$7557.01

Not in pay book.

amt: brot: down

\$5291.86

Thomas

Account due Ashton &

Emmerson for

34 75

Int: at 6% from Sept: 5th 1872.

2 75

37 50

do

Account due to Wall & Knight for

15 22

Int: from 3rd of Augt: 1872,

1 29

16 51

do,

Account due Davis & Bros: for

6 20

Int: from 1st Augt: 1872,

53

6 73

do,

Note due A. Atkinson for

\$100.00 Int: at 10% from 9th

of January 1873, subject to

Credit 25th January 1873, 18.04. bal.

82.40

Int: at 10% from Jan: 25th 1873

7 69

90.09

Hayden

Note due George W. Britt. Agent

of W. W. White for

67 74

Int: at 6% from March 15th 1873

18 48

86 22

do,

Note of Joseph A. White & John

E. Adams due to Geo. W. Britt -

on 1st Jan: 1874, for

225 00

Int: at 6% from August 31st 1871.

31 50

256 50

do,

Account due E. Vance & Co. for

88 25

Int: from July 12th 1872,

7 77

96 02

do,

Account due D. S. Cherry & Son for

17 47

Int: from 10th of Dec: 1872,

1 11

18 58

do,

Account due W. A. & Co. A. Santos for

23 83

Int: from 1st January 1873,

1 43

25 26

do

Judgment of Sarah A. Eley against

E. H. Valentine & John E. Adams for

200 00

Int: thereon from April 4th 1860,

abated from April 17th 1861, to April

10th 1865. - - - - -

117 07

Costs of suit

8 29

325 36

amt: carried over

\$6250 63

Paid by
White
R 572

amt: brot: over

2012 34

Thomas

Note due Noah Walker & Co. for

928 45

Inst: at 6% from 6th Mar: 1873

12 83 ✓ 261 20

Same

Account due Thomas & Co.

12 80

Inst: from 5th of Dec: 1872,

72 / 13 52

Bond of B. F. Turner and John

E. Adams due to John Edwards, for

50 00

Inst: thereon at 6% from 25th

of November 1868

15 29 ✓ 65 29

Bond of H. H. Womble John E.

Adams due the Same for

\$557.⁰⁰ on the 15th of Octo: 1862,

(Scale) to — — — — —

262 74

Inst: thereon at 6% from

the 10th day of April 1865

137 60 ✓ 400 34

do

Note as Endorser for S. G.

assigned to Thomas Adams' Trustees,

Bonkin due Whitehead & Son

1200 00

Inst: thereon at 6% from the

11th of March 1873

57 80 1257.80 ✓

Same

Note due to Wm. J. Harrison & Co. for

125 00

Inst: thereon at 6% from 20th

of February 1873

6 46 131. 46

do

Note due Same for

125 00

Inst: at 6% from March 8th 1873

6 06 131. 06

do

Note due Same for

527 32

Inst: at 6% from Feby: 17th 1873

27 51 554 83

do

Note due Getz Bros. for

246 21

Inst: at 6% from 10th April 1873

10 67 256 88

do

Account due Hartman &

Whitehill for

194 42

Inst: at 6% from Dec: 2nd 1872,

12 64 207 06

amt: carried over

5291 86

"B"

Debts and demands against John E. Adams, individually,

Thomas	Judgment of Select Wright Circuit Court 30 th of May 1867 in favor of Zach: W. Turner vs. Jesse Hodges of John E. Adams for	300 00	
	Interest thereon from the 1 st of January 1861, (abated by		
	to the 30 th of Decr. 1873.		
	Just: from the 17 th of April 1861, to the 10 th of April 1865)	162 25	
	Costs of suit	7 17	469 42
Thomas	Same in favor of same		
	Same date against same for	400 00	
	Interest thereon from the 1 st of April 1861, (abated as above)		
	to the 30 th Decr. 1873.		
	(Less \$163.71 paid on July 7 th 1873.)	70 79	
	Costs of suit	7 27	478.06
Hayden	Account in favor of Samuel Bevan Rec. for	338 58	
	Just: from 10 th Decr. 1872	33 35	366 93
Same	Bond due to Ann M. Jordan		
	Exch: of W. P. Jordan. Sr. Signed by		
	J. S. Wainwright & John E. Adams	36 98	
	Ind: by C. B. Hayden for a debt.		
	Just: thereon at 6% from		
	10 th of April 1865.	19 35	56 33
	Bond due Mills E. Powell Exch: of H. Powell		
	Ind: by H. Stephenson, C. H. Darden		
	A. J. Vellies & John E. Adams for	600 00	
	Just: thereon at 6% from 14 th Nov. 1872.	41 60	641 60
	Just: carried over		\$2012 34

amt. brot. over

\$ 15050 12

Hayden

✓

See copy of
journal of
1874

Debt due to B. Hayden for
amts. paid by him as endorser
on note of Thomas & Adams
due to Burruss, Son & Co. (being
part of \$1177.29. charged in the
acct. vs. Thomas & Adams.)

719 56

Just: from 26th Feb. 1874.

719 56

Total debt. liabilities of Jas. Thomas

\$ 15769 68

11768 85
~~11768 85~~

amt. brot. down

Swank ✓

See if this
 note was
 not made
 after death
 of brother
 see also
 acct of bank
 in which it is

Note held by Merchants & Mechan-
 ics Savings Bank, made by John E.
 Adams, payable to James Thomas
 endorsed by James Thomas
 N. B. Young, W. C. Womble and S. G.
 Boykin for \$800.00 due March
 31st 1873, with interest at 10% —
 credit April 3rd 1873 \$114.86. bal.:

685 79
 57 14
 2 42 745 35

Swank ✓

not (a)
 See acct of
 bank in which
 it is

Note held by Same Bank made
 by John E. Adams payable to Jas.
 Thomas, endorsed by Jas. Thomas
 S. G. Boykin & D. B. Pastner for
 \$600.00 due 19th Feby; 1873,
 Charges of protest

600 00
 50 83
 2 29 653 12

Swank ✓

not (a)
 See acct of
 bank in which
 it is

Note held by the same Bank
 made by John E. Adams, paya-
 ble to James Thomas & endor-
 sed by James Thomas, S. G.
 Boykin & D. B. Pastner for
 \$450.00 due Feby. 1st 1873
 Charges of protest

450 00
 41 25
 2 29 493 54

Thomas ✓

See if this
 note was
 not made
 after death
 of brother

Round due R. S. Thomas
 signed by James Thomas
 John E. Adams & co. for
 \$1000.00 due 1st May 1872
 Cust: at 12% from 1st May 1872

1000 00
 200 00 1200 00

Hayden ✓

See if this
 note was
 not made
 after death
 of brother

Debt due to C. B. Hayden, for amts.
 paid by him as endorser on notes
 of Thomas & Adams due various banks
 \$180.00 part thereof.
 Cust: from 26th Feby; 1874, on

188 66
 188 66
 1505 12

	Am't brot over			
	in currency	76.47		
	\$66. ⁰⁰ the balance due in			
	Silver worth in currency	67.98	144 45	
	Int: thereon @ 10 % from the			
	1 st of January 1871. -----		43 33	187 78
Hayden	Note of S. G. Boykin with			
	James Thomas security due			
	to Henry Jones. & held by James			
	Thomas' Trustees as assignees			
	of Henry Jones for \$1078.85			
	with interest thereon at 6 % from			
	22 nd Jan'y. 1872, credited on the			
	22 nd of Jan'y. 1873 with \$138.08. bal:	1005 50		
	Int. from 22 nd Jan'y. 1873	56 64	1062 14	
Clarke	Bond of S. G. Boykin with			
	James Thomas security			
	due to George T. Clarke and			
	held by James Thomas' trustees			
	as assignees of said Clarke			
	dated 26 th of June 1871. for	1000 00		
	Interest thereon at 12 % from			
	26 th of June 1872. -----	181 33	1181 33	
Swank	Note of Adams & Day in liquida-			
	tion, payable to the order of S. G. Boykin,			
	held by the Merchants & Mechanics			
	Savings bank of Norfolk Va. endorsed			
	by S. G. Boykin, D. B. Pastner & James			
	Thomas ----- for	350 00		
	Int. at 10 % from 28 th of April 1873,	23 53		
	Charges of protest	2 29	375 82	
	Am't: Carried down		11768 85	
			11768 85	

16532 00
~~16532 00~~

amt: brot: down

✓ Debt due W. P. Young Trustee for
 S. S. Sprattle, evidenced by three
 bonds of James Thomas and
 John E. Adams, for \$480.26 each,
 dated October 5th 1871, making

1440 78

Int: at 6% from Octo: 5th 1871.

193 30 1634 08

Graves

✓

Bond of John E. Adams & James
 Thomas, payable to W. P. Young
 and assigned by him to James
 F. Whitley, said bond bearing inter-
 est on date of assignment at
 the rate of six per centum per an-
 num, and after the assignment
 was by interlineation therein as
 appears by the statement of Kona
 K. Chahman, and without the
 knowledge of the said assignor,
 altered or changed so as to appear
 that the said bond is to bear inter-
 est at ten per cent, which bond
 is dated on the 11th of November
 1871, and due on demand, for
 \$716.76, subject to credit on the
 1st of December 1871, of \$61.50. bal.

659 00

Int: thereon at 10% from the
 1st of December 1871,

137 30 796.30

Hyden

of S. S. Boykin & Jas. Thomas.
 Note held by the Trustees of
 Thomas & Adams as as-
 signees of Wm W. Coffin for
 \$133.67. \$67.67 part of which pay-
 able in Gold, worth by scale
 amt: carried over

8902 38

	Amount brot. over			3387 64
	Credit by amt. made by sales of Josiah Thomas land, recd. -			1627 52
Hayden	Bond due Elizabeth Daniel			1760 12
	18 th Augt: 1871.		55 00	
	Interest thereon at 6%		7 74	62 74
Thomas	Note as Endorser for S. G.			
	assigned to Thomas Adams Trustees			
	Borkin due to Whitehead & Co.		1200 00	
	Int: thereon at 6% from the 11 th		57 80	1257 80
	of March 1872.			
do,	Bond due to A. Atkinson. Exor.			
	of A. Atkinson decd. for		39 87	
	Int: at 6% from 2 nd Nov ^r 1872,		2 75	42 62
Swank	Note of S. G. Borkin payable to			
	the order of John E. Adams the			
	of the Merchants & Mechanics			
	Savings Bank of Norfolk Va			
	endorsed by John E. Adams			
	James Thomas and S. G.			
	Pastor for		700 00	
	Int: thereon at 6% from			
	the 1 st of March 1872		35 00	
	Charges of protest		2 29	737 29
Atkinson	Bond of John R. Purdie			
	James Thomas & others			
	due to Hardy & Bros. assessors		231 40	
	Int: from 13 th of June 1860.			
	abated by the interest from			
	the 17 th of April 1861. to the			
	10 th day of April 1865.		132 80	364 20
	Bond of James Thomas and			
	John E. Adams, dated 17 th of June			
	1872, due to O. C. Goodrich for		2000 00	
	Int: at 10% from its date		307 23	2307 23
	amt: carried down.			8159 52
				6532 00

An account of all debts and demands
due by James Thomas and John E. Adams
individually and as late partners under
the style of Thomas and Adams.
"A"

Debts and demands against James
Thomas, individually.

Judgment of Circuit Court, in favor of N. P. Young trustee for Josiah Thomas, on the 20 th of April 1872, against J. B. Henderson and James Thomas, for	833	33 1/3	
Interest thereon from the 30 th of Dec ^r 1868, to 30 th Dec ^r 1873. (Less \$168.16, made on Execution of fine 2 nd 1873.)	81	84	
Costs of suit	9	56	924 7 3/3
due in favor of same same date against same	833.	33 1/3	
Interest thereon from the 30 th of " 1868, to 30 th Dec ^r 1873	256	00	
Costs of suit	8	58	1091 91 1/3
due in favor of same same date, against same	833	33 1/3	
Interest thereon from the 30 th of Dec ^r 1868 to 30 th Dec ^r 1873.	250	00	
Costs of	8.	58	1091 91 1/3
due in favor of same, for	208	08	
but, same to same	62	42	
Costs of	8	58	279 08
Carried over	733	87.64	

DEPOSITED WITH

Farmers & Merchants' Savings Bank,

By *RS Munn & A. Young, Treas.*
L. C. Allen

Smithfield, Va. *May* 188*4*

DOLLARS

CTS.

NOTES

SPECIE.....

CHECKS, as follows.....

1384 }

McClellan's Cash

on page 320 ledger A

TOTAL.....

111134)

$$\begin{array}{r} 120 \\ 7 \\ \hline 840 \end{array}$$

$$\begin{array}{r} 40 \\ 12 \overline{) 1447} \quad (120 \\ \underline{12} \quad 12 \\ 24 \quad 1440 \\ \underline{24} \quad 0 \end{array}$$

May 23^d 73
Jan 17th 84 . 10.7.20

$$\begin{array}{r} 30 \\ 17 \\ \hline 13 \\ 111. \end{array}$$

$$\begin{array}{r} 22815- \\ 1\frac{1}{2} \\ \hline 22815 \\ 104 \\ \hline 3321 \\ 332 \end{array}$$

$$\begin{array}{r} 21815- \\ 3109 \\ \hline 36 \\ 72 \end{array}$$

Cash

Int to May 7th 84.3.20

$$\begin{array}{r} 241.22 \\ 0 \\ \hline 14.4732 \\ 10 \\ \hline 1447320 \\ 840 \\ \hline 80 \end{array}$$

$$\begin{array}{r} 15393 \\ 241322 \\ \hline 39515 \\ 70720 \\ \hline 22815- \\ 337 \\ 72 \\ \hline 23214 \\ 9025 \\ \hline 14214 \end{array}$$

W. D. FOLK, President.

K. K. CHAPMAN, Cashier.

➤ Farmers & Merchants Savings Bank ➤

Smithfield, Va.

1888

241.22

27.99

213.23

6

1279 38

213 23

106 6

1599 1

213.23

229 22

40

189.22

20

378440

63

189 22

159 85

50

139.81

138.43

1.42

1884. 4. 17

1883. 1. 17

13

13

28th Dec 76 Aug 14/80

on page 293 of ledger A
for a few more.

241 22

Amount due on that see
Inquest, as calculated by
K. T. B. & Self

Paid	see p 293 of ledger	A
"	" " 299 "	A
"	52 "	B
"		

R. T. C. Lehman
Cash

4403
6750
5700
1685-3
1675-2
70

Received January 17th 1884 of R. S. Thomas Trustee of Thomas & Adams the sum of One Hundred and sixty seven dollars and fifty nine cents on the \$241.22 received by him on the 23rd May 1873 on the draft of A. J. Cofer & Co which The Farmers & Merchants Savings Bank held as a collateral to secure the payment of Thomas & Adams to whom & which they collected & surrendered on the agreement of R. S. Thomas as Trustee of Thomas & Adams to return if their debt was not paid.

K K Chapman
Cashier Star & Mercantile Bk

167.59
70.00
257.59

Received May 7th 1884 of R. V. Thomas Trustee as above the further payment of ninety dollars on the above mentioned sum of \$241.22 received as above & paid on the agreement as stated. (Forty Dollars being 17th Dec 84 & 50th being 7th May 84)

K K Chapman
Cashier

To Mr. S. B. and C

^v
Thomas & Warren

^m
The Baper collateral

May 1874

Replaced hexamine
this aft. using con.
rod

Aug 10, 1874

Mr & Thomas & Adams

In ac with Barham & Stephenson

1871

Nov	29	To	Acct for W F Hanis & Co	170	36
	"	"	" " Hamburgs Bro	200	00
	"	"	Dr. Drft. " 1st Nat. Bank	200	00
Dec	6	"	Acct " W F Hanis & Co	100	00
	8	"	Cash Advd. thro. Fitchell	100	00
	13	"	" " " Capt Henry	100	00
	20	"	" " " "	50	00
1872	Jan	1	" Col. for 16 bags Flour	81	21
	12	"	" Advd thro. Mr Fitchell	150	00
	26	"	" " " "	80	00
	30	"	" Paid to Bro for Jan	40	30
	"	"	" W F Hanis & Co	75	00
	31	"	" Drp in Penn 4-		50
Feb	5	"	" Advd thro. Fitchell	400	00
	17	"	" " " "	150	00
Mar	5	"	" Paid to Bro for Jan	140	00
	8	"	" Drft. for. E. W. Hood & Co.	36	67
	11	"	" L. G. A. Berry	30	00
	11	"	" 8 March & Co	50	00
	13	"	" Guaranty Bro & Co. Dr. in Penn	6	03
	21	"	" Drft. W F Hanis & Co.	131	40
	22	"	" " " "	218	94
Apr	12	"	" Advd thro. Mr Fitchell	60	00
	17	"	" Mr Bro 46 bags Guano 76 91 07 74 00	293	68
	"	"	" 2 1/2 % Com. on 469 75 710 400	177	60
	"	"	" Int to date	167	43

Cr

3209 12

1871

Mar	29	By	Cash Colld, in Penn	413	62
	30	"	" " "	130	74
Dec	6	"	" " "	250	71
	13	"	" from Fitchell	100	00
	21	"	" " "	50	00

1872	31	"	Sunday foli.	868	
Jan	6	"	Cash Col. for 16 bags Furs	8120	
	19	"	" " " "	6421	34503
	"	"	" " " "	4432	18857
	"	"	" " 19 by Furs	9875	27676
	"	"	" " 13 "	6470	12080
	"	"	" " 62 lbs Pot.	877	
Feb	3	"	" " 35 bags Furs	19385	
	"	"	" " 14 "	4870	
	20	"	Sunday foli.	731	
Mar	14	"	Cash Col. for 70 bags Furs	38591	
May	25	"	Note 30 days 293 ¹⁸ Lf on 3 ¹⁴	29054	
July	29	"	Cash Col. for 107 bags Furs	43479	
x	"	"	Return Cents.	3600	
x	"	"	Int. to date	15357	
Aug	23	"	Sunday foli. to date	3520	
Sept.	6	"	Gols recd. on acct. Imp. Admrsing	2979	293236
Bal. due B & S				13760	\$ 27676
Aug 20 th 1874 th of deducting Cents				3600	10160
To Int. at 6% from July 29. 1872					74716
Bal due Aug 29. 1874					13516

I hereby certify, that William H. Barham of the firm of Barham & Stephenson personally appears before the undersigned and made oath, that the above is against Messrs Thomas & Adams, amounting to two hundred and seventy six $\frac{7}{100}$ dollars, is just and true.

Woburn July 1st 1874.

Geo. W. Dutton
Notary Public

Aug 10th 74 The above account is correct with the exception of the interest and commissions on both sides of the account. There ought to be struck out.

John C. Adams

177.60
16743
345.03

3600
153.57
18957

3209.12
345.03
2864.09
2742.79
121.30

2932.36
1895.2
2742.79

Thomas & Adams, Trustees

v. $\frac{3}{3}$ Com. Rept.
under Ac.
of Dec. 1874.

Tolk tals.

Feb. 23, 1875. filed.

description. He has no recollection of having heard any declaration or statement in relation to the land when it was first put up. His attention was called to the selling of the land, after the bidding commenced, by R. S. Thomas, one of the trustees of James Thomas, the former owner, who represented that it contained over sixty acres and was a cheap piece of property at the price for which it was going and the said Whitehead was solely induced to buy the said land by the representations so made by the said R. S. Thomas. The said land contains thirty three $5\frac{1}{4}$ acres of which seventeen and one half is Marsh, ^{and} five acres hill sides and two and $\frac{3}{4}$ acres of arable land. ^{the Commissioner thinks it fairly inferable from the evidence} That the representation in relation to the apple trees was made by James Thomas and not R. S. Thomas. The land sold to A. C. Kordich was put up as the balance of the horse tract. The said A. C. Kordich was well acquainted with the land and knew he was buying the larger half of the tract. When this piece was put up it was stated that the apple trees were in it. The Marsh in the part bought by said Turner and Whitehead is comparatively worthless. The evidence sustaining these facts is herewith filed. Your Commissioner has also reported the foregoing accounts of the transactions of R. S. Thomas, A. C. Hayden and A. D. Young as trustees of Thomas & Adams and of James Thomas and John C. Adams individually and finds that there is due from the said trustees to Thomas & Adams the sum of \$10952.94, to James Thomas the sum of \$621²⁵ and to John C. Adams the sum of \$1740.³⁹. These accounts are marked respectively A. B. & C.

Your Commissioner has not sufficient evidence or material to enable him to report the value of the contingent rights of dower of Anna M. Thomas and Anne Trumble & Adams respectively in the lands of their respective husbands James Thomas and John C. Adams held by them jointly and severally and delays it in his hands for further information.

Given under my hand as a Commissioner in chancery of the said court the day and year first aforesaid

Geo. D. Robinson Commissioner

Time employed 10 hours \$10.-

Commissioner's Office Southfield

January 25th 1875

To the Circuit Court of Ill. of Wright County

Pursuant to a decree of the said court rendered on the 28th day of May 1874 in a suit in Chancery depending therein between R. S. Thomas & B. Hayden and M. Young trustees under the deed of trust from James Thomas & John E. Adams plaintiffs and Will. B. Holt and others defendants the undersigned commissioner in chancery of the said court to whom was referred for settlement a further account of the transactions of the plaintiffs as trustees respectively of James Thomas and John E. Adams individually and as late partners under the style of Thomas & Adams, and an account of the expectancy of dower of Anna M. Thomas and Antoinette T. Adams respectively in the estate conveyed by the deed of trust in these proceedings mentioned made by James Thomas and John E. Adams individually and as late partners under the style of Thomas & Adams to the plaintiffs in this cause as trustees, and who was directed to ascertain and report to court the facts relative to the purchase of the said William H. Turner and John B. Whitehead and A. L. Goodrich of the lands mentioned in the petition of the said Turner & Whitehead reports to court that on the 11th day of November 1874 he issued notices against the said parties requiring them to attend the stating of said accounts at his office aforesaid on the 7th day of December 1874 which notice was published in the Norfolk Landmark a newspaper published in the city of Norfolk once a week for four weeks as required by said decree, that the parties did not appear in obedience to said notice and the taking of said accounts was adjourned to the day of January 1875 when the said parties appeared and your commissioner ascertained the following facts in relation to the sale of the land purchased by William H. Turner and John B. Whitehead and A. L. Goodrich, to wit that when the tract bought by said Turner and Whitehead it was described by boundaries certainly as definitely specified as is contained in the abstract of the account of sales herewith filed but there is no evidence that the said John B. Whitehead who made the bids heard the

James Thomas

In account with C B Hayden, R S Thomas & P Young his trustees

To paid W K Chapman certifying deed	1 50
" 5 per cent on \$77 ³ rec'd	2 88
" Balance due by Trustees,	424 24
	528 62
By this sum from J W Waddle	37 77
" " " " Todd re	94 48
" " " " General Court Wicks & Thomas	89 69
" " " " Do & Edwards	292 53
" " " " Todd re	91 87
" " " " Marine Bank for Interest	22 28
	128 62
By Balance due by Trustees	624 24

John E Adams

In account with C B Hayden, R S Thomas & P Young his trustees

To paid Clark's Tickets	7 59
" paid J H Thomas	18 00
" per cent Commission on 241. ³⁷ rec'd Interest	12 06
" Balance due by Trustees	1740 39
	1778 04
By this sum from Farmers & Merchants Savings Bank	321 68
" " " " J H Jordan	68 38
" " " " J T Whitley	210 00
" " " " R W Collins	928 28
" " " " J H Jordan	67 38
" " " " Marine Bank for Interest	68 44
" " " " Collections	117 00
	1778 04
By Balance due by Trustees	1740 39

Thomas & Adams

1875	In account with C.B. Hayden, R. Thomas & P. Young Trustees	
Long	Expd. A.P. Young Clerk's fees	79 77
	"paid Amos & Handman for advertising	13 50
	"paid A.D. Edwards Clerk's fees	5 23
	"paid C.B. Hayden for sundry bills paid	14 75
	"paid W.K. Chapman for life saving deed	3 00
	"paid R.E. Bryson for Dr.	1 00
	"paid C.E. Edwards Sheriff of Henry for bill	1 50
	"5 percent Commission on \$3751 ⁴¹	187 57
	"Balance due Thomas & Adams	10952 94
		11259 26
1876	By this sum from Joseph C. Goodrich 100.71 112 ⁶⁴	203 33
	" " " " J. G. Gilliam 554.48 870 ⁴²	1125 10
	" " " " R. W. Patton 171.65 170 ⁴⁸	342 33
	" " " " C. B. Goodrich 410 ¹⁹	410 19
	" " " " Thomas & Hardy 614 ⁰³ 218 54 16	414 13
	" " " " J. C. Hayden Trust of Jacob Hayden	217 88
	" " " " A.P. Young Trust of Jacob Thomas	378 40
	" " " " J. O. Thomas 507.50 502 ⁶⁷	1010 17
	" " " " C. Hall	763 88
	" " " " R. H. Gibbs	696 77
	" " " " T. J. & J. A. Hardy 624.34 1302 ⁵⁸	1926 92
	" " " " Grallings, Dick & Edwards	120 50
	" " " " R. D. Thomas attorney for boundary Collections	258 49 7
	" " " " Marine Bank for interest	292 50
	" " " " C.B. Hayden Balance on Collections	369 18
	" " " " Do	210 92
		11259 26
	By Balance due by Trustees for contra	11952 94

Wpck Dec 8th 1875

Received of Mess R. S. Thomas, C. B. Hayden and
N P Young Trustees of Thomas & Adams

Eighteen hundred & two 7¹/₁₀₀ dolls and
Thirty-six hundred & seventy six ²/₁₀₀ dolls
for investment in U. S. Govt bonds for use
respectively of Trustees J E Adams and
Thomas & Adams

John C Taylor

Oct 28th 1878 Received of A. P. Young
Clerk of the Circuit Court of Bell & Wright
County the certificates of Special Deposit
of funds of the Cashier of the Marine
Bank of Norfolk which by the decree of the
said Court at the October Term 1878
were directed to be delivered to the un-
dersigned as Trustees of Thomas &
Adams, and of James Thomas and
of John E. Adams.

R. S. Thomas

C. B. Hayden

A. P. Young

Trustees as aforesaid.

their hands as trustee of John E. Adams, they
 invested the sum of \$599.³⁸ in a like
 bond numbered 3332 for \$500.⁰⁰ the
 being the cost of the same, leaving balance
 in the hands of said trustee of \$24.⁸⁷
 All of which balances, amounting to
 the sum of \$191.⁸⁷ were transferred to
 the account of said trustee, in the
 Marine Bank of Norfolk.

The said bonds and statement A. show-
 ing the amount and cost, of the same
 are herewith returned to the Court.

All of which is submitted to the Court, this
 15th day of April, 1875.

R. S. Thomas

C. B. Harder

A. D. Young

} Trustees

Thomas & Adams Trustees
 vs.

3 Report of

3 Investments

Folk Subs.

Apr. 15th 1875

Filed.

Pursuant to decree of the Circuit Court of Isaac & Wright-
 County in the case of Thomas & Adams Trustees v. Folk Subs.
 April 20th 1875 we have received from A. D. Young clerk
 of the said Court the United States bond which were
 described and filed with this report. We keep our hands
 this 24th day of April 1875

R. S. Thomas } Trustees
 C. B. Harder }
 A. D. Young }

To the Circuit Court of the County of Isle of
Wight.

The undersigned, Trustees of Thomas &
Adams, and of James Thomas & Jno. E. Adams
respectfully report to the court, that pursuant
to the annexed decree of the said Court, of
February Term, 1845, in the suit therein
depending between W. D. Folk solr. against
the Trustees of Thomas & Adams, solrs. that
out of the sum of \$11,952.94 directed
to be invested in bonds in the name of
Thomas & Adams' Trustees, they invested
\$11,788.12 in United States Registered bonds
bearing six per cent interest, numbered
respectively 32,261, 32,262, 32,263 - 32,264 - for
\$1000.⁰⁰ each, and no. 9369 for \$5000.⁰⁰ making
the sum of \$9000.⁰⁰ that being the cost of
the same, leaving a balance of \$164.⁸²
in the hands of said Trustees. That out
of the sum of \$17410.³⁰ in the hands of
said Trustees of James Thomas, they invested
\$1738.¹⁸ in like bonds, numbered
respectively 32,260 for \$1000.⁰⁰ & nos. 16368.
16369 - 16370 & 16371 for \$100.⁰⁰ each, and
no. 2267 for \$50.⁰⁰ making \$1450.⁰⁰ that being
the cost of the same, leaving a balance
in the hands of said Trustees of \$2.¹²
And that out of the sum of \$124.²⁴ due

Statement of

Richard Taylor, President

Jno. C. Taylor, Cashier.

Marine Bank

In the name of Norfolk, Va., Apr 6th 1875

Trustees N & A.

\$9000 - U.S. Reg 5 th / 67	10.788.12	
ch sent to pay same	<u>10.952.94</u>	164.82

Trustee Jas. Thomas

\$1450 - U.S. Reg 5 th / 67	1.738.18	
ch sent to pay same	<u>1.740.30</u>	2.12

Trustee J. E. Adams

\$500 - U.S. Reg 5 th / 67	599.37	
ch sent to pay same	<u>624.24</u>	24.87

Am't. carried back to cr of Trustees N & A. against which Apr the chs were drawn	191.81
---	--------

Received from the Marine Bank \$10.950 -
U.S. Reg. 5th Bonds / 67. as per above memo.

Apr 6/75

R. S. Thomas

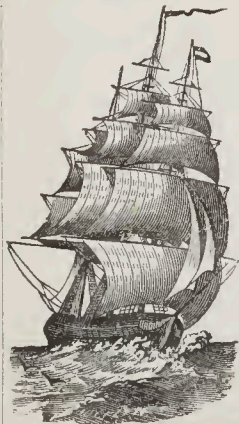
No.

Norfolk, Va. July 13 1874



Marine Bank

OF NORFOLK, VA.



Pay to ~~the order of~~ *Wm. A. Winslow* ^{cash} ~~treasurer~~,

Fifty ⁷⁰/₁₀₀ DOLLARS
in claims no. 103 & 105
\$ *15.70*/₁₀₀

R. J. Thomas
E. B. Jordan

Thomas &
Stevens
Trust

CHAS. W. WILSON & CO., PRINTERS

105,94

218,80

324,74

M. J. Hall

P. Dean Koper H

Esch. W. B. Norfolk

ed Bishop

No.

Norfolk, Va. July 10th 1874



Marine Bank

OF NORFOLK, VA.



Pay to Mr. L. Hackett *cashier*

One Hundred and Five

74/100 **DOLLARS**

\$105-74/100

R. S. Thomas
C. B. Hayden
J. J. Young

Five lots of
Thompson's
Bacon

CHAS. W. WILSON & CO., PRINTERS



Norfolk, Va July 1872

Marine Bank

OF NORFOLK, VA.

Pay to C. B. Hayden & Geo. R. Thomas or bearer
any in smallness & cannot be ordered

Two Hundred & Fifty Seven & 63/100 Dollars

\$257.63

R. T. Thomas }
C. B. Hayden } Thomas & Adams
A. D. Young } Trustees

287.63
16.223

419.86

Pay Farmers Merchants
Savings Bank Santhe for
for collection -

C B Hayden Com
Gro. Robertson and

Pay to Wm B. Hayden
or Order for Collection for Account of
the Farmers & Merchants Savings Bank
of Smith's 17th St.

Gro. Robertson and





No. _____

Norfolk, Va. Aug. 11. th 1874

Marine Bank

OF NORFOLK, VA.

original

Pay to W^m. A. Armbrist spec. of Burgess, Smith & Co. or bearer

Twenty Seven 9/100 ————— Dollars

\$27. 9/100

R. S. Thomas 3/ Treasurer for
C. S. Hayden 3/ Thomas Adams
A. P. Young 3/

Corlies, Macy & Co Stationers, 39 Nassau St. N.Y.

Mr. Dickinson in Albany

Pay to *Mr. W. B. & Co.*
or Order for Collection for Account of
the Farmers & Merchants Bank
of New York

Mr. Dickinson in Albany





No.

50.67

1.56+

162.23

Norfolk, Va July 5th 1874

Marine Bank

OF NORFOLK, VA.

Pay to George B. Henson or order

Hundred

and Sixty two & 1/2

\$162.23

Two Dollars

R. J. Thomas
C. B. Horden

A. D. Young

James A. Thomas
Trustee

Corlies, Macy & Co. Stationers, 39 Nassau St. N.Y.

Pay Cashier of
Farmers Merchants
Bank in Smithfield
C. B. Hayden } Trustees
R. S. Thayer }
A. P. Young

Pay to *C. W. Bann Jr Cashier*
or Order for Collection for Account of
the Farmers & Merchants Savings Bank
of Smith Co. Va.

Procter & Gamble



No.

Norfolk, Va July 16 1874

Marine Bank

OF NORFOLK, VA.



Pay to C. B. Hayden, N. P. Young, R. J. Thomas
Trustees of Thomas & Adams assignees of the
Savings Bank of Norfolk in order
Three Hundred & Sixty one & 39/100 Dollars

\$361.39

R. J. Thomas
C. B. Hayden

N. P. Young

Thomas & Adams
Trustees

Pay to G. I. in Cash
or Order for Collection for Account of
the Farmers & Merchants Savings Bank
of Smith Co. Va.
Pro. Letkin in Cash



97.10

159 17
25-6 27

No.

No. 14 Norfolk, Va. 11th Dec. 1874

Marine Bu

OF NORFOLK, VA.

OF NORFOLK, VA.

Pay to Mr. Chapman, Post Office or Bearer

Received of _____ Dollars in satisfaction of payment
noted on _____

\$218 $\frac{80}{100}$

R. S. Thomas & Co. Inc.,
C. B. Hayden
(H. H. Hayden)
(H. H. Hayden)

Corlies, Macy & Co Stationers, 39 Nassau St. N.Y.

Thomas & Adams Insurers

v

Foes & others

Report of payments
under Decree of May
Term 1874.

apt. 15th 1875

Filed.

apt. 20th 1875 confm.
by decree

78 and 79 ^{and 101} _^ one The Merchants and Mechan-
ics Savings Bank of Norfolk amounting in
all to \$ ^{416.17} ~~557.81~~ which amounts were not
paid in consequence of disputed offset-claimed
against said Bank and the omission from
masvertence of said Bank to make the assign-
ment agreed upon of said claims to Thomas
and Adams Trustees. Claim 126 apert
as ten D.B. Pastur was not paid as Thomas
and Adams assets had paid a much lar-
ger amount in account of D. B. Pastur as
co endorser for S. G. Boykin. Except
Claim No 10 - for \$ 62.67 repaid as
due David P. Gay adam which was not paid
in consequence the fiduciary debt being
included in said amount & the doubt
to whom the same was payable.

all which is respectfully submitted -

Signed

C. B. Hayden

J. D. Young

R. S. Thomas

the sum of \$ 138.68 which was not distributed in consequence of the smallness of the amount. The receipts for the payments of the judgment creditors having liens on the assets of the saids E. Adams are annexed to said Statement "B".

Statement "C" herewith annexed shows that after paying the costs of suit and judgment liens out of the sum of \$ 7477.29 the amount of assets in the hands of the said trustees of Thomas and Adams there remained the sum of \$ 7506.79 for distribution for general creditors inclusive of \$ 400.00 previously advanced said creditors, which with the sum of \$ 197.06 paid the said trustees of Thomas and Adams by Josiah Thomas, trustee subsequent to said decree made the sum of \$ 7703.80 for distribution among the general creditors. The respective pro rata portions of the creditors of Thomas and Adams is shown by said Statement "B" from No 1 to No 134 inclusive, and the receipts of said creditors for their said pro rata shares are attached to said Statement "C", or included in separate vouchers herewith filed except the receipt of Wm. A. Wombell for claim No 103 & No 105 and as assignee of Burrupson, Co for claim No 129. checks for which were tendered to him and refused and which checks are herewith filed, and except claims Nos 75, 76, 77

To the Circuit Court of Isl. of W. & M. County.

The undersigned Trustees for James Thomas and John E. Adams individually and as partners under the name and style of Thomas and Adams report to the Court that pursuant to the annexed decree of the May Term of the said Court 1874 in the suit of Thomas and Adams Trustees v. W. D. Fock and others they appropriated the sum of \$~~1937.11~~ 1937.11 shown by the report of Commissioner Hart to be in their hands as Trustees for James Thomas as shown by Statement "A" herewith annexed in payment of the judgments of W. P. Young Trustee for Josiah Thomas v. said James Thomas for the amount of \$1462.28 that being the balance in their hands as such Trustees after making the deductions directed by the said decree. The receipt of W. P. Young as Trustee of said Josiah ~~Thomas~~ Thomas is annexed to said Statement "A." Statement "B" herewith annexed shows that out of the sum of \$1225.63 in the hands of said Trustees of Jos. E. Adams after paying the pro rata share of costs and the judgment liens on the said assets there remained in the hands said Trustees of Jos. E. Adams

Thomas, A. L. &

Part

01 3

July 10, 1880

Explain to the
office of James

Thomas - -

Exhibit is taken on behalf of the heirs at
law of Mrs Anna Thomas dec'd, to
the disposition of James Thomas taken before
Jesse H. Atkinson Esq. in & chancery,
on the 10th day of June 1875, filed in said
Court - ~~and~~ the grant of said petition, he
having been the husband of the said Anna
Thomas -
Gordon & Brother
for Executors

Persons & places visited

V. } Corrections to
} Comm. report, by
} G. D. Beardslee
Field notes.

To report of Oct. 9th 1898

and he recommends the latter mode as being
the fairer one, when so far as this dependent
knows or believes there is no case in Virginia
in which it has been exclusively adopted. This
mode according to the common calculation
makes said value much larger than the former
one. This dependent contends that it is
unfair to estimate the value of lands by putting
the rents at six per cent. of it, because this would
would be a low rate of interest or profit for the
capital invested and would leave nothing
for taxes, insurance, and repairs.

7th That said commissioner in his account <sup>See common law
must be simple
+ estimate of value
of house & lot</sup>
"v" has adopted a higher value to the plot of
the simple value (to wit \$843) than the said Anna
M. Thomas was entitled to under the circum-
stances - taking the ages of herself and her
husband and all other circumstances into
consideration.

And the said dependent prays that her
exceptions to said Common Pleas and
report, may be spread upon the record
and sustained by the Court.

Geo. T. Givens

Oct. 21st 1893

came to in the town of Smithfield which was settled upon Mrs. Anna M. Thomas in said deed, as is shown by the testimony of witnesses examined on that point; every one of whom was called or summoned by the said James Thomas (the real beneficiary in said settlement) or by parties in his interest. And there is reason to believe that some of said witnesses were interrogated as to their opinions respecting the value of said house and lot, or that their opinions were in some manner ascertained before they were called or summoned to give evidence.

5th That said commissioner had based his calculations of the value of the expectancy of dower of said Anna M. Thomas on the supposition that she was only fifty five years old at the date of said deed, while there was no evidence on that point before him. The deposition of James Thomas the only witness questioned on the subject being blank on that point. This defendant has been informed that she was several years older (See my answer to the bill)

6th That said commissioner has made two estimates of the value of said contingent right of dower, one based on the fee simple value, and the other on the annual value of the house

Exhibit 1: Ex. 1 - Dec 1877

so as to give the partnership creditors a prior claim to it, yet he has also included it, or all of it except the toll-bridge, which is a small fraction of it, in his account "C" and has reported it as "Land in which both Mrs. A. M. Thomas and Mrs. A. F. Adams had a contingent right of dower" and has so considered it in his report of the value of their contingent rights of dower, separately of the claims of creditors of the partnership, who, if it be partnership assets, are entitled to have all the partnership debts paid before any rights of dower attach.

3rd That said Commissioner did not properly execute the decree under which he acted in taking accounts of the value of the ~~expansion~~ ~~of dower in the realty conveyed by said deed~~ of property assigned to Anna M. Thomas and A. F. Adams respectively as an equivalent for their expansion of dower (decree of July 1858) in this, that he did not take in consideration the value of the personally, viz. the household and kitchen furniture, settled upon them by said deed (see page 12), nor does he mention or value the same in any of his accounts or of his report as he should have done.

See account of the value of the personally settled upon them by said deed (see page 12)

4th That he has never estimated the value, both present and annual, of the house

Thomas & Adams Trustees

vs } Exceptions to Comrs. Report
Baker, & others

Be it remembered that Geo. D.

Beardslee, one of the defendants in this cause,
comes and excepts to the account and
report of Comrs. G. H. Kirkinson made in
the administration of Prob. Est. 1878 and filed
on 7th Oct. 1878, upon the following grounds,
and for the following reasons to wit:

1st That he has included in his account of the
firm with his report, which claims to be "the account
of all the partnership assets of the firm of Thomas
& Adams which have come, or ought to have
come to the hands of said Trustees" a large amount
of assets ^(real estate) which he ought to have included in
his accounts "A" and "B" of individual assets,
a moiety in each. Said assets are designated
in said account "C" as "property paid for out
of partnership funds, and held as partner-
ship assets, but not held for partnership
purposes" yet is included in the account
of partnership assets, as aforesaid, so as to
make it payable to the partnership creditors,
in preference to the individual creditors.

2^d That although he has reported the above-
mentioned ^(real estate) ~~assets~~ as partnership assets, or at
least has included it in his account as such

the value of the said contingent right of dower of Antoinette Adams is \$1184.36. That basing
 him on the annual values and estimating said annual values at 4 per cent of the full sum
 his value he finds that the said right of the said dower is \$1927.68. And of the
 said Antoinette Adams is \$2487.37. Your commissioner is sure these last sums
 more nearly the true value of said right than the former because he believes the sale of
 the property a fairer exponent of its intrinsic value than the price for which it sold.
 Your commissioner further reports in addition to the facts heretofore reported, relative
 to the purchase of William H Turner and John B Whitehead, and O B Goodrich of the lands
 mentioned in the petition of the said Turner & Whitehead, that the said lands were sold by the
 said Turner and Whitehead, and that no public mention was made of the number of acres
 of the whole tract or of either piece. Your commissioner further reports that he has studied
 the accounts of the transactions of O B Hayden, R S Thomas and J P Young as trustees
 of James Thomas and John E Adams, individually and as partners under the firm of
 Thomas & Adams, and finds that there is due by the said trustees to Thomas & Adams the
 sum of \$3676.28 to James Thomas the sum of \$345.36 and to John E Adams the sum of
 \$802.25. The said accounts are marked S. M. & L and are herewith returned.

Geo Dutton Esqr.

Time employed 64 hours \$60

Thomas & Adams Trustees

In Aug

Full & Adams

Commissioner Reports

Oct 9th 1895 Filed

113

brought with partnership funds and used for partnership purposes & that the sum of \$16428-
 is properly paid for out of partnership funds and held as partnership assets but not used for
 partnership purposes. That the several parcels of land were ~~brought~~ taken in payment of debts
 due to the firm or brought in speculation to save debt due by former owners, and that the rents and
 profits were used in the partnership. Account D is an account of the land in which Anna
 McThomson wife of James McThomson and Antometh Vedams have a contingent right of
 dower. That as to say each one has a contingent right of dower in one half thereof.
 Account E shows the land in which Mrs. McThomson alone has an expectancy of dower, and
 account F the land in which Mrs. Adams alone has such expectancy. The fee simple value
 of the lands in account D is \$15385.00 and the annual value \$1694.80. The fee simple value of
 the land in account E is \$5697.00 and the annual value \$614.62 and the fee simple value of
 the land in account F is \$5380.00 and the annual value \$780. These fee simple values are the
 prices for which the said lands ^{were} sold by the trustees & the annual values are the rents received
 in the cases where the property was rented and there was evidence before your commission
 of the fact, and interest on the purchase money in the instances except in the case of the Grove farm
 belonging to James McThomson and the house and lot in Smithfield belonging to John Eckman.
 The Grove farm your commission has valued at \$1335 and put its annual value at \$230-
 A portion of the said farm was sold for \$1335 and the value thereof assigned to Anna McThomson
 at \$2000. and its annual value at \$178- The portion sold is shown by evidence to be of the annual
 value of \$85- The house & lot of Capt. John Eckman your commission has valued at \$1500- and
 its annual value at \$200- We have had great difficulty in arriving at the value of this
 property in consequence of the very conflicting testimony of the witnesses examined and
 we could have had none but for the fact that he has himself been a resident of Smithfield
 for a great number of years and has some knowledge of the value of his property there. There are
 few people who would buy houses and real estate he supposes has diminished in value since the
 war at least 33 1/3 percent. The annual value of the property is \$200-
 Account G shows the value of the contingent right of dower of Anna McThomson on the
 lands mentioned in accounts D & E, and account H the value of Antometh Vedams' expec-
 tancy of dower in the lands mentioned in accounts D & F, and your commission finds
 that basing said values on the fee simple values of said lands as shown in accounts
 D & E & F the value of the said contingent right of dower of Anna McThomson is \$112872. and

1875

Amount Brought forward	884 00
By Cash of C.B. Hayden from claim of Geo. Nathan Johnson	131 51
" " " Same for collections from R.E. Carroll	133 47
" " " R.E. Thomas from B. Jones	700 00
To Commissions on \$964. ⁹⁸	48 25
" Balance due by Trustees	1802 75
	1851 00 1851 00
Balance due by Trustees for Debit	1802 75

Commissary Office

Smithfield October 9th 1875

To the Honorable Court of Sale of Hight County

Present to a decree of the said court rendered in the said court at the ^{February} ~~April~~ term 1875 in the suit on chancery depending therein between W.D. Folk & Co. ^{Defendants} & Thomas & Adams' Trustees ^{Plaintiffs}, and a decree in the same ^{cause} of October term 1874, and May term 1874. The undersigned one of the commissioners in chancery of said court to whom was referred for settlement by said decree 1st An account of the individual assets of James Thomas which have come or ought to have come to the hands of Atty. Spring, C.B. Hayden & R.E. Thomas Trustees & 2nd An account of all the individual assets of John E. Adams which have come or ought to have come to the hands of said trustees, 3rd An account of all the partnership assets of the firm of Thomas & Adams which have come or ought to have come to the hands of said trustees, and also all accounts heretofore done as to be taken by former deors in said suit and which have not yet been taken and reported that he caused to be published in the Norfolk Landmark a newspaper published in the City of Norfolk notice of the time and place of taking said accounts once a week for four successive weeks and on the date of this report finds that there come into the hands of said trustees of the individual assets of James Thomas the sum of \$3874.⁸⁰ as shown by account marked A, of the individual assets of John E. Adams the sum of \$3911. as shown by account B. and of the partnership assets of Thomas & Adams the sum of \$2942.54 as shown by account C. Your commissioner finds that of the last sum the sum of \$3957.⁸⁰ & \$80.⁰⁰ making \$4037.⁸⁰ is strictly partnership assets having been

1875	Amounts Brought forward	795 87	854 45
July	15 By Cash of J O Thomas on Butler Lot		537 13
	27 " " " T A Hardy " Atkinson farm		470 31
Aug	27 " " " H J Hardy Esq " Same		473 71
	20 " " " J G Hillman " Potland		446 00
	" " " L Hall " Round Hill		345 00
Oct	1 " " " R L Thomas from collections		442 98
	14 " " " Whitford Turner for Bridge		546 37
	Balance due by Trustees.	3671 28	
		4472 15	4472 15
	Balance due by Trustees per A/c.		3676 28

K

A further account of the transactions of C B Hayden R L Thomas and C P Young trustees of James Thomas

1875			
July	12 By Cash of Todd & others on the Cemetery tract		72 66
	15 " " " J O Thomas " 1/2 of Wharf		23 21
	" " " Gwaltney & Co " Same		23 24
	" " " Same " " Store		145 98
	" " " Noble " Vacant Lot		80 27
		✓	345 36

L

A further account of the transactions of C B Hayden R L Thomas and C P Young trustees of John Eddams

1875			
July	1 By Cash of Jas. Sillender Bank on Johnson Lot		172 56
	15 " " " R C Butler " The Pullman Lot & Logman		420 61
	" " " Jas D Whalley " J White Lot		223 31
	" " " Dr H Dole " Gray tract		69 54
	Amount Brought forward		886 02

Account of the value of the contingent right of dower of Antoinette Adams in the lands of which her husband John E Adams was seized.			
Age of John E Adams at date of the deed of trust	63 yrs		
" " Antoinette V Adams " " " "	45 "		
The simple value of land owned by John E Adams.	5384 00		
" " " 1/2 " " John E Adams & R Thomas	7692 50	13072 00	
Present value of Antoinette V Adams contingent right of dower in land of the full simple value of \$100- 19.01			
Present value of the same in the said lands.		1184 36	
Value of John E Adams lands estimating the rents at 6%.	13000		
" " 1/2 Thomas Adams " " " "	14123 34	27123 00	
Present value of A V Adams contingent right of dower in the same		2457 37	
The simple value of lot conveyed to A V Adams	1500 00		
Annual " " same	200 00		

A further account of the transactions of C B Hayden, R S Thomas and A P Young trustees of Thomas Adams.

1875			
July 15	Report Mutual Assurance Society of Virginia	116 33	
March 20	Report Norfolk Landmark advertising their for accounts	18 78	
" "	Taxes on Edwards Land	24 63	
" "	R E Boykin Notarial services	14 50	
" "	R S Thomas drawing deeds to P D Cawthron of R Thomas and to Cawthron & Thomas	15 00	
" "	C B Hayden for professional services in court and before commissioners	250 00	
" "	R S Thomas for same	250 00	
" "	5 per cent commissions on \$1412.67	70 63	
" "	" " " " " \$780.00	39 00	
April 19	By Cash of A P Young trustee for French Thomas & P 19 previously paid		105 18
May 28	" " " C B Hayden from R J Hollaway estate		18 08
" "	" " " Same from Holland & G Shivers		677 49
	Amount carried forward	795 87	850 65

Amount Brought forward	5572 00	504 12
The Carstarphus tract	125 00	2 00
	5697 00	524 62

G

Land in which Mrs. Annelle Adams alone has a contingent right of dower

The Miller Johnson Lot	575 00	100 00
" Laysman Lot	600 00	100 00
" Fullmer Lot	905 00	100 00
" Gallop Lot	510 00	100 00
" John White Lot	760 00	100 00
" Johnson Park	280 00	50 00
" Irish Thomas tract	260 00	30 00
" Hermit Lot in Middlefield. (Maudsion)	1500 00	200 00
	5380 00	780 00

H

Account showing the value of the contingent right of dower of Annelle Thomas in the Lands of which her husband James Thomas was seized

Age of James Thomas at the date of the death of	69 years	
" " Annelle Thomas	55 "	
The simple value of land owned by James Thomas individually	5697 00	
1/2 " " " the half of the land owned by Dr. Thomas & John Eckman	7672 50	13389 50
Percent value of Annelle Thomas contingent right of dower in land of the simple value of \$100-	8.43	
Percent value of same in thousand lands being of the value of \$13389.50	1128 72	
Value of James Thomas lands estimating the wife at 6%	8743 16	
" 1/2 of Thomas & Adams lands " " " "	14123 34	22867 00
Percent value of Annelle Thomas contingent right of dower estimating said lands at \$22867-		1927 68
Value of James Thomas land conveyed to Annelle Thomas The simple	2000 00	
Annual value of same	175 00	

Amount Brought Forward		7965 00	4317 54
✓ Post Tract	Sold to J. G. Williams	1815 00	
Brantly " adjoining Round Hill	" " Henry Jones	250 00	
Round Hill Farm	" " Emanuel Hall	2005 00	
Ugubart Tract	" " same	515 00	
Atkinson Farm	" " Hardy & Co.	3875 00	11425 00
			20942 54

E

Land in which both Messrs. J. M. Thomas and Mrs. A. F. Ada had a contingent right of dower.

	Real Estate Value	Annual Value
Cropper Lot	1825 00	200 00
Carl & Canning Lot	630 00	100 00
Washington or Brick House	1165 00	150 00
Whitehead Farm	3030 00	550 00
Boggs Farm	255 00	40 00
Post Tract	See Sept. 2nd volume	1815 00
Brantly adjoining Round Hill	250 00	15 00
Round Hill Farm	2005 00.	200 -
Ugubart Tract	515 00	30 90
Atkinson Farm	3875 00	300
	15385 00	16948 00

F

Land in which Messrs. J. M. Thomas alone has a contingent right of dower

The Charles Nelson Lot	700	100 00
Vacant Lot adjoining Judson Nelson	185 00	11 00
The Jack Thomas Share Lot	600 00	100 00
" Water front between Gooding & Bell	227 00	13 62
do Thomas		" "
The Davis Tract	225 00	10 00
" Green Farm	estimated value.	3335 10
		230 00
" Bensonby Tract	300 00	40 00
	<u>5572 00</u>	<u>504 62</u>
Amount Carried forward		

Amount Brought forward		539 1/3	
Catium	Sold to E. M. Todd	75	
Bedding	" " W. H. Wattle	80	
Sundries in Room No 5	" " Jas Thomas	50	
Plumb Cullender	" " Same	51	
Fine Mill	" " Same	5 25	
Chest & contents	" " W. H. Wattle	2 00	
Chain	" " Same	30	
Lot of hors	" " James Thomas	60	
Chest & contents No 2.	" " Same	05	
Grind Stone	" " W. H. Wattle	2 00	
Hay Rop	" " James Thomas	85	
Lot of fish	" " A. F. Worne	4 80	
Part of Bk of Coal Tar	" " W. H. Wattle	1 20	
Sundries under shelter	" " Jas Thomas	80	580 04
Lot No 1 Enclosed Lot on Hill	" " S. Buckley & others	347 50	
" No 2 of Water front	" " J. O. Thomas	350 00	
" No 3 Wharf Property	" " Same	600 00	
" No 4 Archway & Railhouse	" " O. B. Goodrich	700 00	
" No 5 Land yard &c	" " Do	1190 00	
" No 6 Horse Lot	" " J. B. Goodrich	300 00	
" No 7 Wharf Property	" " J. O. Thomas	550 00	3937 50
Property paid for out of partnership funds and held as partnership assets but not used for partnership purposes.			
✓ 1. Fish Bridge	Sold to John B. Whitehead	1140 00	
✓ " Lamp lot	" " J. O. Thomas	1825 00	
✓ " Jail or Herring Lot	" " R. B. Patton	650 00	
" " Jas Thomas or Brickhouse	" " O. B. Goodrich	1165 00	
" " Whitehead Farm	" " W. P. Worne	3030 00	
" " Bayze Farm	" " Thomas Griffin	255 00	
Amounts Brought forward		7965 00	4517 54

An Account of all the individual assets of John E Adams which have come, or ought to have come to the hands of said trustees,

One Buggy sold to John E Adams		21 00
Wells & Johnson Lot " a Farmers Merchants Sav Bank	575 00	
" Layman Lot " " R B Pullen	600 00	
" Fullmer " " " Wells	905 00	
" Gallop " " " Do	510 00	
" John White " " " James F. Mulley	740 00	
" Johnson Shop " " " A Bankley	280 00	
" Josiah Thomas tract " " Wm A Adams	260 00	3891 00
		3911 00

C

An Account of all the partnership assets of the firm of Thomas Adams which have come or ought to have come to the hands of said trustees,

Proceeds of sales of Leather		543 83
Worn Shells No 1 sold to John G Wamble	5 25	
Do No 2 " " H J Hammond	3 00	
Lot Black Paint " " James Thomas	40	
Cask & Oil " " J C Goodrich	25	
Lump Black " " E W Todd	25	
Paint " " Jas Thomas	1 30	
Whiting " " J C Goodrich	40	
Pot of Black & Red Ochre " " H J Hammond	3 00	
Two Barrels " " J C Goodrich	20	
Seals " " Jas Thomas	25	
Cask " " J G Wamble	1 25	
2 Boxes " " H B. Felt	25	
Amount Carried forward	589 43	

A.

An Account of all the individual appts of James Thomas, which have come or ought to have come to the hands of A Young, C B Hayden and A Thomas as Trustees.

One Buggy	Sold to James Thomas	7 50	
One Cart	" " " "	8 50	
one Do	" " " "	7 00	
one Old Carriage	" " " "	18 00	
one Muddled Steer	" " " "	25 00	
one Red Steer	" " " "	20 00	
one Black Steer	" " " "	18 25	
one Salky	" " " "	4 50	
one Small Cow	" " " "	10 50	
one Small Do	" " " "	15 00	
one Black Cow	" " " "	15 00	
12 Cords Wood	" " " "	24 40	177 80
The Charles Wilson Lot	" " " "	700 00	
Vacant lot adjoining Jordan & Watson ..	Jos G Wamble	185 00	
The Jack Thomas Store lot	Erastus Beld	600 00	
The Water Point Belton	Erastus Beld		
and J O Thomas	A Bunkley	227 00	
The Davis Tract	Ol Goodrich	225 00	
The East half or portion of Grove farm	W H Turner	730 00	
from Corner of C B Hayden's lot down			
Ravine across to the creek left from Thomas lot	John B Whitehead		
The West half of same except the Charles Wilson			
lot sold to Todd & the vacant to Jos G Wamble	Ol Goodrich	605 00	
The Benson by Tract	E M Todd	300 00	
The Canstarphan	Do	125 00	3697 00
			3874 80

No 134 E L Oley per C B Hayden atty 3 31
1/2 atty per C B Hayden 8 50

No 106 Jno R Gwathney 24 62

No 130 O E Goodrich 346 08 ✓

No 93 O E Goodrich 64 11

" 112 A. P. Young adm. of Wm. Crocker 77 80

51. 52. 53.
54. 55. 56. 57. 58.
59 60. 61.
R. S. Thomas, atty for Trustee
of Thomas
to A. D. Young
as agent of
of closing
conspiring with
the annexed
Examiners

No 828 C B Hayden atty 25 26

No 84. + 84* Amstons, X Thomas
mark 225 01

Instructions Amstons Thomas signature

Andrew J. Thomas

10 10 3 105 52 11

No 10 3 105

No 82 W. M. Randolph adm
of Mrs Martha Carroll, 31 79

W. Ver. Deverden 5 40

Mayor of
Middletown

W. Ver. Deverden 9 43

No 83 W. M. Randolph 80 52

No 109 Mary E Edwards guardian 96 26

No 110 Mary E Edwards 11 21

No 38 John Edwards 24 09

No 88 ~~Geo. F. Hall~~ 4

No 107 Geo. F. Hall Executor 83 07

Thomas & Adams Trustee
Chap.
No 5.
No 10 3 105

First Distribution

138	J. O. Thomas by R. S. Thomas	3 98
137	W. & W. W. W. by R. S. Thomas	41. 32
	R. S. Thomas	8 00

No 1	Salmonsky	per C B Hayden alt	26 83
No 2	Josiah Jones	per C B Hayden alt	16 69
" 3	Josiah Jones	per C B Hayden alt	8 99
" 4	J P Perovell	per C B Hayden alt	17 79
" 5	J P Perovell	per C B Hayden alt	39 35
" 6	J P Perovell	per C B Hayden alt	18 42
" 7	J P Perovell	per C B Hayden alt	18 78
" 36	Sarah A Eley	per C B Hayden alt	100 82
" 37	James E Jones	per C B Hayden alt	19 28
" 62	E Vance Ho	per C B Hayden alt	7 97
" 63	E Vance Ho	per C B Hayden alt	7 96
" 64	G H Britt	per C B Hayden alt	6 98
" 65	A J Leifer	per C B Hayden alt	14 37
" 66	D S Cherry Son	per C B Hayden alt	53 41
" 67	D S Cherry Son	per C B Hayden alt	53 42
" 68	William D Folk	per C B Hayden alt	272 18
" 69	H H Chapman Trustee	per C B Hayden alt	63 90
" 70	John S Wamble	per C B Hayden alt	105 94
" 71	E L Eley	per C B Hayden alt	82 3
" 72	E L Eley	per C B Hayden alt	68 54
" 73	William H Fitchell	per C B Hayden alt	37 60
" 74	William H Fitchell	per C B Hayden alt	36 49
" 95	James Goodson	per C B Hayden alt	140 60
" 99	E L Eley	per C B Hayden alt	39 93
" 107 1137	W. W. W. C B Hayden -		36 84
" 108	E Morrison Eley W. W. W.	per C B Hayden alt	38 65
" 122	Freemore Jordan	per C B Hayden alt	86 44
" 123	William H Fitchell	per C B Hayden alt	8 04
" 124	William H Fitchell	per C B Hayden alt	8 00

See page
Hend. 1137
of 1137
and for 1137
page 1137

16	James Reed & Co by R. S. Thomas atty	7 24
17	James Reed & Co by R. S. Thomas atty	4 57
18	A. J. Edwards by R. S. Thomas atty	16 39
19	Davis & Bro by R. S. Thomas atty	18 33
20	S. March & Co by R. S. Thomas atty	38 15
21	Jos. O. Gamage by R. S. Thomas atty	16 21
22	H. P. Mitchell by R. S. Thomas atty	18 04
23	H. P. Mitchell by R. S. Thomas atty	18 59
24	Peter Blount by R. S. Thomas atty	8 08
25	Davis & Bro by R. S. Thomas atty	18 09
26	Mike Fuleham's wife by R. S. Thomas atty	2 88
27	Mike Fuleham by R. S. Thomas	10 88
28	Eliza Jones by R. S. Thomas atty	3 52
29	Vestry of Christ Church by R. S. Thomas atty	23 74
30	Hofheimer Bros & Co by R. S. Thomas atty	24 43
34	J. A. Henry & Son by R. S. Thomas atty	12 76
35	Hot Henry by R. S. Thomas atty	29 72
39	E. W. Jones by R. S. Thomas atty	88 37
41	Brumpton & Co atty by R. S. Thomas atty	22 65
43	James M. Leigh by R. S. Thomas atty	23 74
44	W. F. Allen & Co by R. S. Thomas atty	39 88
45	W. F. Allen & Co by R. S. Thomas atty	39 09
46	W. F. Allen & Co by R. S. Thomas atty	39 10
47	W. F. Allen & Co by R. S. Thomas atty	38 68
48	W. T. Harrison & Co by R. S. Thomas atty	47 42
49	W. T. Harrison & Co by R. S. Thomas atty	141 96
50	W. T. Harrison & Co by R. S. Thomas atty	57 40
51	W. T. Harrison & Co by R. S. Thomas atty	44 00
52	W. T. Harrison & Co by R. S. Thomas atty	7 88
55	Wm Gordon by R. S. Thomas atty	34 38
86	W. A. Warren by R. S. Thomas atty	110 23
87	J. D. Puller, transgr. a. Wm. & R. S. Thomas	68 85

		Am't: brot. for d.	7397 56	7703 80
Mr.	No. 131	To paid J. A. Thomas' debt 15%	3 98	
"	" 132	" " Wm. A. Double " "	41 32	
H.	" 133	" " C. P. Hayden & G. R. Atkinson am't. in the suit of Hayden " " Casson, 3 Bond, " "	257 63	
"	" 134	" " Eley C. A. " "	3 31	
			<u>\$7703 80</u>	<u>\$7703 80</u>

Received of St. J. Thomas, C. P. Hayden and
A. P. Young trustees for James Thomas & John E. Adams
late partners under the style of Thomas & Adams,
the amount due us respectively and opposite
to our respective names, as appears by the fore-
going statement. C.

	R. H. Trebbow	174 37
No. 9.	A. P. Young spec.	12 16
" 89	A. P. Young	98 08
" 90	A. P. Young	8 94
" 91	A. P. Young	14 34
" 92	A. P. Young Com. in J. A. Thomas & G. R. Atkinson	234 64
" 102	A. P. Young	10 14
" 104	A. P. Young	9 06
" 125	A. P. Young	16 18
" 94	A. C. Goodrich Rec. by R. P. Young	230 00
11	Mike Fiepham by R. S. Thomas atty	75 27
12	J. A. Hardy's sons by R. S. Thomas atty	228 73
13	Whitcomb & Buckhouse by R. S. Thomas atty	39 52
14	Jos. W. Chapman by R. S. Thomas atty	60 45
15	Jas. Rice & Co by R. S. Thomas	7 90

Amts. brot. fwd.

5977 61 7703 80

St.	No.	107	To Paid C. B. Hayden's debts (left amt. 127)				
		127	advanced him of \$300.00 15%		36	84	
"	"	108	" " E. Morrison Esq. M. Wombt " "		38	65	
Gros.	"	109	" " Mary E. Edwards gold. " "		96	26	
"	"	110	" " Mary E. Edwards " "		11	21	
"	"	111	" " M. L. Holtz-sen: Wombt " "		105	94	
"	"	112	" " W. W. Crocker's Est. " "		72	80	
K. K. C.	"	113	" " Trustees of Thomas & Adam Esq. Farmers & Merchants Savings Bank note of Pastor T. left amt. paid by S. G. Boykins trustees, " "		6	49	
"	"	114	" " Do. Do. J. E. Adams note endorsed by Thomas & Adams & Co. " "		34	81	
"	"	115	" " Do. Do. Do. " "		11	02	
"	"	116	" " Farmers & Merchants S. Bank " "		35	55	
"	"	117	" " Do. " "		14	20	
"	"	118	" " Do. " "		33	81	
"	"	119	" " Do. " "		26	37	
"	"	120	" " Do. " "		26	33	
"	"	121	" " Do. " "		213	27	
Hay.	"	122	" " J. O. Thomas & Till: Jordan " "		86	44	
"	"	123	" " Wm. H. Fitchett " "		8	14	
"	"	124	" " Do. " "		8	20	
"	"	125	" " W. P. Young " "		16	18	
"	"	126	" " D. B. Pasteur " "		28	29	
"	"	127	(See no. 107 & 127 together C. B. Hayden)				
"	"	128	" " Thomas & Adams' trustees Esq. of Burrus, Sen & Co. left amt. paid by S. G. Boykins' trustees, " "		25	26	
"	"	129	" " Do. Do. Do. " "		27	91	
O. C. G.	"	130	" " O. C. Goodrich. " "		346	08	
			amts. carried fwd.		5977	56	7703 80

		Aunts. brot. from D		42	62	53	77	03	80
R.N.W.	No. 82	To paid debt due Martha Enoll 15%		31	79				
"	" ⁺ 83	" " " " R. H. Randolph " "		80	52				
A.T.	" 84	" " " " Armstrong Turner " "		200	11				
"	" 85	" " " " Do. " "		25	00				
Thos.	" 86	" " " " Wm. A. Warren " "		110	23				
"	" 87	" " " " J. D. Pettow transfer of W. A. Womble " "		68	85				
G.T.H.	" 88	" " " " Geo. F. Hall Exp. S. " "		83	04				
A.P.Y.	" 89	" " " " N. P. Young " "		98	08				
"	" 90	" " " " Do. " "		8	97				
"	" 91	" " " " Do. " "		17	34				
"	" 92	" " " " Do. " "		234	67				
"	" 93	" " " " O. C. Goodrich " "		64	11				
A.P.Y.	" 94	" " " " A. C. Goodrich, N. P. Young & J. D. Chalmer " "		230	00				
H.	" 95	" " " " Jas. T. Goodson " "		140	60				
K.H.C.	" 96	" " " " Thomas & Adams' transfer of Farmers & Merch. Bank, Cap amt. from S. G. Perkins' transfer " "		45	38				
"	" 97	" " " " Do. Do. " "		74	16				
"	" 98	" " " " Do. Do. " "		30	10				
E.L.E.	" 99	" " " " Eliza Ellen L. Endover, " "		39	93				
J.D.W.	" 100	" " " " Mrs. F. Ramsey " "		9	23				
Swank	" 101	" " " " Merchants & Mechanics Savings Bank Norfolk " "		63	36				
N.P.Y.	" 102	" " " " N. P. Young " "		10	14				
"	" 103	" " " " W. A. Womble " "		7	83				
"	" 104	" " " " N. P. Young " "		9	36				
"	" 105	" " " " W. A. Womble " "		7	87				
J.R.G.	" 106	" " " " Mrs. W. Gooding " "		24	62				
amt. carried from:				59	77	61	77	03	80

			Amtr. brought fwd.	2715 54 7708 80
Thos. W. H.	56	John Thomas & Adams trustees, agents of Exchange Natl. Bank, less amt. from S. C. Boykin trust 15%		169 91
"	"	57	" " Do. " " "	35 74
"	"	58	" " Do. " " "	35 54
"	"	59	" " Do. " " "	10 68
"	"	60	" " Do. agent J. O. Thomas " " "	41 99
"	"	61	" " Whitehead & Turner " " "	3 98
Stacy	"	62	" " E. Vance & Co. " " "	7 97
"	"	63	" " Do. " " "	7 96
"	"	64	" " Geo. Pittsford " " "	6 98
"	"	65	" " A. J. Cofer " " "	14 37
"	"	66	" " W. S. Cherry Saw " " "	53 41
"	"	67	" " Do. " " "	53 42
"	"	68	" " Wm D. Folk " " "	272 18
"	"	69	" " W. W. Chapman trustee " " "	63 90
"	"	70	" " Geo. G. Womble " " "	105 94
"	"	71	" " E. L. Eley " " "	8 32
"	"	72	" " Do. " " "	68 54
"	"	73	" " Wm H. Fitchell " " "	34 60
"	"	74	" " Do. " " "	36 49
Swann	"	75	" " Merchants & Mechanics Savings Bank, less amt. paid by S. C. Boykin trustee " " "	101 21
"	"	76	" " Do. " " "	88 60
"	"	77	" " Do. " " "	66 64
"	"	78	" " Do. " " "	66 96
"	"	79	" " Do. " " "	29 40
Atk	"	80	" " Geo. R. Atkinson & Co. " " "	150 67
"	"	81	" " Do. " " "	11 56
			Amtr. carried fwd.	4262 53 7703 80

			Aunts, brot. from D.	1242 13 7703 80
Thos.	No.	34	I paid J. A. Hardy & son debt 15%	12 76
"	"	35	" " Nathl Harvey " " "	29 72
H.	"	36	" " Sarah A. Clay " " "	100 53
"	"	37	" " James G. Jones " " "	19 98
"	"	38	" " John Edwards " " "	34 09
P.	"	39	" " E. W. Jones " " "	88 37
N.	"	40	" " Thomas & Adams trustees appt. of Marilla Wise, leg. amt paid by J. G. Boykin trustee, " " "	165 82
"	"	41	" " Poughkeepsie & Matley " " "	22 65
"	"	42	" " Emma C. Jordan debt getting nothing, she having been advanced by trustee of 29.20 more than her pro rata share.	76 90 paid
Jan.	"	110	" " Paid Jas. G. High " " "	23 74
"	"	111	" " Wm. J. Allen & Co. " " "	39 08
"	"	115	" " Do. " " "	39 09
"	"	116	" " Do. " " "	39 10
"	"	117	" " Do. " " "	38 68
"	"	118	" " Wm. J. Harrison & Co. " " "	47 42
"	"	119	" " Do. " " "	111 96
"	"	50	" " Do. " " "	57 10
"	"	51	" " Do. " " "	44 00
"	"	52	" " Do. " " "	7 88
"	"	53	" " Thomas & Adams trustees appt. of J. A. Thomas (leg. amt. paid by J. G. Boykin trustee " " "	48 41
"	"	54	" " Farm & Merchants Loan Trust Co. " " "	362 36
"	"	55	" " Wm. Goodson appt. " " "	34 38
			Aunts, carried forward	2715 54 7703 80

Amts. paid for d.			70 29 7/10 80
St. No.	5	To paid J. P. Corwillo's debt 15%	39 35
"	6	" " Do. " " "	18 42
"	7	" " Do. " " "	13 48
R. T. W.	8	" " R. H. Prettow " " "	174 37
"	9	" " N. P. Young spec. " " "	12 16
"	10	" " Josiah P. Gay adm. fr. " " "	62 67
Thm.	11	" " Mike Fulgham " " "	75 27
"	12	" " J. A. Hardy Bros " " "	228 73
"	13	" " Whitehead & Brickham " " "	39 52
"	14	" " Geo. W. Chapman " " "	60 40
"	15	" " James Reed & Co. " " "	7 90
"	16	" " Do. " " "	7 24
"	17	" " Do. " " "	4 57
"	18	" " A. J. Edwards " " "	16 39
"	19	" " Davis & Bro. " " "	18 33
"	20	" " S. March & Co. " " "	38 15
"	21	" " John O. Gamage " " "	16 21
"	22	" " H. P. Mitchell " " "	18 04
"	23	" " Do. " " "	18 59
"	24	" " Peter Blunk " " "	8 08
"	25	" " Davis & Bro. " " "	18 09
"	26	" " Mike Fulgham spec. " " "	2 88
"	27	" " Do. spec. " " "	10 98
"	28	" " Eliza L. Lyster " " "	3 52
"	29	" " Vestry of Ch. Church " " "	33 74
"	30	" " Hoffman Bros. & Co. " " "	24 13
"	31	" " Thomas & Adams Trustees assn. of 1st National Bank (as per cert.) L. C. S. G. Boykin Trustees, " " "	11 57
"	32	" " Same spec. of R. S. Thomas " " "	162 76
"	33	" " Same spec. J. A. Hardy & Sons " " "	35 54
			1242 12 7/10 80

C.

An account showing the disbursements of the assets of James Thomas & John E. Adams late partners under the style of Thomas & Adams, by their trustees, under decree of May term, 1874, in the suit of Thomas & Adams Trustees v. Folk & al. pending in Isle of Wight circuit court.

1874

June '80	By amt. of assets for distribution per com. rept.		7477 29
	To amt. of their portion of costs	114 28	
	By amt. of advancements to creditors		400 00
	To amt. paid on judgment in favor of Farmers & Merchants Savings Bank v. W. D. P. Gwatkins & Thomas & Adams, in full,	97 10	
Sept 1870	amt. paid on judgment in favor of same bank v. W. D. A. Harrison & Thos. & Adams, in full.	159 17	
Dec 1871	Balance for distribution	7506 79	
		7877 29	7877 29
	Balance for distribution brought down		7506 79
	This amt. from N. P. Gray Trustee for Josiah Thomas recd. since trustees act. was made reported by Com. Hart		197 08
St. & Co.	1 To paid Salamoniky & Co. 15% of debt	26 82	
" "	2 " " Jos. S. Jones " " "	16 69	
" "	3 " " Do. " " "	8 99	
" "	4 " " J. P. Crowell " " "	17 79	
	amt. carried forward	7029	7703 80

Paid to main fall
H. Chapman
Rent

Paid to in full
H. Chapman
Rent

An account of the distribution of the assets of John E. Adams, by his trustees, in accordance with the decree of May Circuit Court, 1874, in the suit of Thomas & Adams trustees vs. n. Folk vs. n., with the exception of \$138.68, the balance of said assets left after paying the judgment lien, which balance is not distributed in consequence of the very small percentage it would pay on the balance of debts.

1874

June 30

By acct. of assets for cond. refd.	1225 63
To Paid his portion of costs	18 80
" " J. W. Turner on two judgments of first priority, in full, &	968 48
" " A. J. Edwards in full of his judgment of 2 ^d priority &	99 67
" Balance in trustees hands	138 68
	\$1225 63 \$1225 63

Received of R. S. Thomas, C. B. Hayden & N. P. Young Trustees for John E. Adams, the amounts stated to have been paid as respectively in the foregoing statement. 73-

J. W. Turner by R. S. Thomas his atty.
A. J. Edwards by R. S. Thomas his atty.

Received of the trustees of John E. Adams, our respective portions of the sum of \$18.80 costs mentioned in above statement.

An account of the distribution of the assets of James Thomas by his trustees in accordance with a decree of the Circuit Court of Maryland 1874, in the suit of Thomas & Adams' trustees & al. v. Folk & al.

1874

June 30

By amt. of assets per rpt. of
com. Stark.

1937 11

To paid his for. of costs of suit 29 70

" amt. paid by Whitehead & Turner on their purchase of portion of Grov property deducted fr. decree. 3 445.13

" amt. paid N.P. Conroy trustee for Josiah Thomas on his four judgments of first priority 3 1462.28

\$1937 11 \$1937 11

Received of R. S. Thomas, C. B. Hayden & N. P. Conroy Trustees for James Thomas the sum of fourteen hundred and sixty two dollars & twenty eight cents, as stated to have been paid me, as trustee for Josiah Thomas, in the above statement, N. P. Conroy trustee for Josiah Thomas

Recd. of the aforesaid above mentioned trustee, our respective portions of \$29.70 cents above mentioned.

Received December 9th, 1876 of N. P. Young
clerk on the three bonds of C. C. Goodrich
for \$192.76 each bearing date Jan'y 4th, 1876 and
payable respectively in 6, 12, & 18 months as men-
tioned in this report.

R. S. Thomas

Received April 9th, 1880 of N. P. Young
clerk on the three bonds of J. C. Thomas
for \$58.02 each not matured from January,
3^d 1876 mentioned in the report within

R. S. Thomas

Received of
Thomas & Adams
Insurers
Report of Risale

Account at col-
Report under Decem-
Oct 75: Re-sale of Iron
nails
Total of April 1st
1876.

on the Marine Bank of Norfolk, Virginia, with their endorsement and with the cancellation of ^{the} ~~said~~ stamp of the said Bank.

That they have not as yet been able to adjust the account with O.C. Goodrich for use and occupation of the tract of land heretofore bought by him and repurchased by him at the resale of the aforesaid tract of land on the aforesaid sale of the said tract of land made as aforesaid on January 3^d 1876, and the value of certain rails furnished & put upon the said tract of land.

Respectfully submitted

R. S. Thomas

C. B. Hayden

J. P. Young

Comd.

April 1st - 76.



No.

Norfolk, Va. December 7th 1875

Marine Bank

OF NORFOLK, VA.

Pay to the order of

or bearer

Four Hundred and thirty-one 37/100

Dollars

on the refunding of money paid by them on behalf of the above tract

\$491.37/100

R. S. Thomas } Master
C. B. Hayden } Treasurer
J. P. Young } Cashier

315.00
 20.92
31294.08
 98.02

who paid in cash for commissions on sale 15.30

" L.B. Edwards Auctioneer 5.00

" 1/2 of Printing Bill 62 1/2

and executed his then several bonds 20.92

payable as aforesaid for \$98.03. \$98.03

and \$98.02 which are hereunto sub-
 random of sale herewith being marked "B" and forged to be taken
 as a part of above property
 marked and marked it together with the memo-

Thus the second part of the Grove tract
 which was previously bought by O. C.
 Goodrich was again bought by him
 for \$605.74

who paid in cash

Commissions on sale \$21.10

L.B. Edwards (Auctioneer) for 5.00

1/2 of Printing Bill advertisement 62 1/2 26.72
 \$578.28

31578.28
 192.76

and gave his then several bonds for
\$192.76 each payable as aforesaid.

Thus the tract bought by Whitehead
 & Turner had been owned by them and
 had paid them neither rent, nor profit-
 and we refunded to them the cash pay-
 ment they had made on their purchase
 of the said tract, the payment they
 had made on their bonds therefor
 and the interest on each (which on
 the day of payment, ^{was \$7.75} amounted to \$491.37
 and we hereunto submit in check

Thomas Adams Trustee

v.

Falk et al.

In the Circuit Court of Sale
of Wright County in Chancery sitting:

The undersigned hereby have to report that
in pursuance of the decretal order rendered
in herein at the October Term 1875 of this
Court, ~~they~~ after having first duly adver-
tised the sale of the two tracts of land
in the said decree mentioned, to-wit: that
part of the Grove tract purchased by White-
head & Turner, and by O. C. Goodrich,
respectively, they did on the 3^d day of
January 1876 at Sale of Wright County
House at public auction expose to
sale the said two tracts of land for so
much cash as would pay the costs
and expenses of sale, and the balance
upon a credit of six ~~months~~ and eighteen
months, requiring for the deferred payments
bonds and good security - bearing six
per cent interest from day of sale with
a waiver of the Homestead exemption.
That at this sale the first part of the
said tract ^{previously} was bought by Whitehead
was bought by J. O. Thomas for \$2385.00

matters this cause is continued
A. copy title

412
Conkey, David

Thomas & Adams brother

15-

Wm Foster & co

11

Car. Levin 1878-

Wm & John Henry Wm
to be the master

For Conkey

to the said report of Commissioner R. R. Atkinson. And was argued by Counsel. On consideration whereof the Court doth adjudge, order and decree that both the said sales made respectively to Whitehead and Turner, and to O. L. Goodrich be, and the same are hereby revoked and set aside and declared to be null and void, and that said trustees deliver up to the parties any bonds for the same now remaining in their hands, and that they also refund said Whitehead and Turner, and O. L. Goodrich, respectively, out of any money in their hands arising from the sale of the individual property of James Thomas whatever sum or sums of money they may have. Hereofore, paid on their said purchases deducting any debts or profits which they may have received with interest thereon from the date of payment until refunded, And the Court doth further adjudge order and decree that said trustees proceed to sell said lands in such manner and on such terms as they may think proper. And that the sale shall be made at public auction after due notice of the time, place and terms of sale. And upon the first and second exceptions of the said Geo. T. Clark to the

said Commissioner's report, the Court reserving its opinion as to said exceptions, and let B. Hayden and R. Y. Thomas trustees desiring to take further testimony on that point on their motion the report of said Commissioner is referred back to him with leave to take further testimony on that or any other matter in said report contained, and to make any corrections in his said accounts and report, which said testimony may under necessary and report to Court. And the Court sustains the 3^d & 5th exceptions of said Geo. T. Clark to said report. And the Court doth also further adjudge order and decree that the said petitioners be allowed to share with the other creditors of Thomas & Adams in the payment of the respective debts in said petition mentioned. And the Court doth further adjudge order and decree that R. Y. Thomas, B. Hayden & W. P. Young trustee &c. shall invest in U.S. six per cent. bonds in their names as such trustees the funds shown by the said report of Commissioner Atkinson to be in their hands in accordance with the decree of investment herein of Feby term 1875. And as to all other

In the Circuit Court of the County of Wright County Iowa 2d/75-

R. T. Thomas, L. B. Hayden & H. D. Young trustee for
James Thomas, and John E. Adams &c vs. Pffs
v.s. In chancery.

William D. Folger et al.

Defts

This cause came on this day to be again
heard, and the heard on the papers formerly
read: On the petition of L. B. Edwards Ad-
ministrator of John W. Edwards, and of
Richard E. Edwards dec'd and of John E.
Thomas administrator of R. E. Edwards,
and of L. B. Hayden assignee of A. A. White,
on the report of Commissioner Geo R
Atkinson made under decree herein of
Feb'y term 1875. of further testimony taken
in regard to the sale and purchase of the two
parcels of land belonging to James Thomas
individually, made by said trustee, one
of which was purchased by Whitehead and
Turner and the other by C. C. Goodrich,
and also of the accounts in said decree
directed to be taken on the report of
R. R. Chapman special Commis-
sioner made under said decree and on
the exceptions thereto; and on the exceptions
of George I. Clark one of the defendants

Thomas & James Trust

v.

Folk et al.

Assent of creditors.

per Will Rebt.
of James Thomas.

12 Aug 1876

C. B. Haydon

I sign this instrument of writing in my individual capacity, only, being willing that the assignment made to the writ, by the deed of assignment, may stand (Signed)

J. P. Young

J. O. Thomas

Andrew J. Turner, Amstun, & Turner
mark

A. L. Edwards

W. G. Womble

J. R. Chapman

J. L. Goodson

W. L. Womble

Mike X Fulgham for self and
as assignee of Eliza Joyner

Peter F. Blount

Mary E. Edwards

John W. Hammy

Jas. F. Whitley

Arhton K. K. K.

H. P. Mitchell

J. R. G. G. G.

Wm. F. Goodson

R. H. Patterson

M. L. Hall

Wm. D. Folk

W. F. Folk

note

We the undersigned creditors of James Thomas and John E. Adams, individually, or as partners trading as Thomas and Adams, in consideration of the benefits conferred by their deed of trust of February 15th, 1873, do hereby respectively agree to the apportionment of the property made in the said deed to the respective wives of the said James Thomas and John E. Adams, as the proper equivalent of their contingent right of dower in the property conveyed in the said deed, and do hereby release unto the said wives, their respective heirs or assigns, all of our respective interest in any excess of said apportionment above any valuation of such contingent right of dower, that may be determined in the Chancery suit now pending in the Circuit Court of Isle of Wight County for the settlement of the said deed of trust, should such apportionment be determined in said suit to be too large; and we do hereby severally release unto the said wives, respectively, their respective heirs or assigns our respective interest in said excess of said apportionment upon condition that the same shall inure to the benefit of the said wives, their heirs and assigns, and not to the benefit of any of the creditors of James Thomas and John E. Adams, individually or as partners as aforesaid who may fail or refuse to sign this agreement.

Witness our hands this 12th day of August A.D. 1876.

R. L. Thomas

Thomas & Adams Trust

vs
Folk et al

Assent of Creditors.

'2''

Herewith Bill
of James Thomas

12 Aug 1876

Whithead & Duckhouse
Whithead & Turner
For the Whithead
Per. Exch. For. Bk. 1/20/14

Bevan & Co
Wattage & Vebelhill
March 1860
Ley & Brown
Jas. Y. Leigh
of Chingford
Brookmans

M. a. a. Santos
C. D. Greenwood & Bro
Thos. Hardy & Son
By W. Hardy
David Davis Liquidator
by Mrs. Davis
Ed. Marsden Esq of
Far & Newlands Co

John Edwards
Broughton & Walby
J. D. Fryed assigned
of Wm. J. Harrison & Co
The Merchants & Mechanics
Savings Bank of the City of Norfolk
by Jos. R. Appally Esq. p. t.

We the undersigned parties of James Thomas
and John E. Adams, individually, or as partners
trading as Thomas and Adams, in consideration of the
benefits conferred by their deed of trust of February 15th 1873
do hereby respectively agree to the assignment of the
property made in the said deed to the respective
wives of the said James Thomas and John E. Adams
as the proper equivalent of their contingent right of
dower in the property conveyed in the said deed, and
do hereby release unto the said wives, their respective
heirs or assigns, all of our respective interest in
any excess of said assignment above any valuation
of such contingent right of dower, that may be
determined in the Chancery suit now pending in
the circuit court of Isle of Wight County for the
settlement of the said deed of trust. Should
such assignment be determined in said suit to be
too large; and we do hereby severally release unto
the said wives, respectively, their respective heirs
or assigns our respective interest in said excess
of said assignment upon condition that the same shall
inure to the benefit of the said wives, their
heirs and assigns, and not the benefit of any of
the creditors of James Thomas and John E. Adams,
individually or as partners as aforesaid who may
fail or refuse to sign this agreement.

Witness our hands this 12th day
of August. A. D. 1875
J. D. Allen & Co

Mem. of Sales
Jan 4th 76.

"B"

The plot of the Survey is
filed with deposition of
Whithead & others filed
October 9th 1875

1. That part of the Grove tract beginning at a stake on the dividing line between the property ~~of~~ upon Mrs Anna M. Thomas under the deed of Mrs. J. Thomas & Adams, and James Thomas & Jno E. Adams dated February 15th 1873 from the balance of the Grove tract, and running from that stake down ~~the middle~~ passing a ravine in a straight line to the creek opposite ^{the center of} a red clay bank, thence along the line of the creek to the wharf property bought by J. O. Thomas, thence around the old stone house property of Thomas Adams to the line of the property bought by Emeline & Dick (the Jack Thomas lot) thence along the line of that property to the line of the property of the late W. H. Johnson, thence up and along the line of that property, and the adjoining property until it meets the aforesaid line of the property of the said Anna M. Thomas under upon her as aforesaid; thence to the point of beginning, ~~as follows~~ ^{with} ~~to Whitehead & Adams~~

Given to \$315.00 J O Thomas

315.
15.75
5.00
5.62
2137 1/2

Thomas & Adams Trustees

v. } Exceptions to Compt.
} Report by Geo. T. Clark

Folios & Pages

Do report filed 18th Sep. 1876

account that she had already received more in the personal property of said James Thomas than she was entitled to out of those assets, and that the remainder ^(if any) should have been made up out of that class of assets which entitled her to compensation.

6 He also excepts to the item of \$18250 as given by the poor law, in said account "E" on the ground that it embraces articles, or must embrace articles not ~~admitted~~ to be exempted by said law, and that the Comr. has reported no list of said articles as he ought to have done.

7 This defendant here reiterates his exceptions numbered 1, 2, ~~4~~ 6, & 7, heretofore filed to report of said Comr. made under clause herein of Feb. term 1835, and which have not yet been passed on by the Court, and also the point raised in his answer to the bill that Mrs. Anna M. Thomas was not entitled to any compensation for her contingent rights of dower because she died before the Court could ascertain the amt. to which she was entitled and correct the settlement upon her in accordance therewith.

And the said defendant prays that these his exceptions to said Comr. Acct. and reports may be entered upon the record & sustained by the Court.

Geo. S. Clarke

both the same ^(by the government without any evidence as to its support) tracts are valued at more than
the interest therein held by James Thomas & John
E. Adams was worth.

3rd This defendant further objects that if the prop-
erty mentioned in accounts A. & B. is partnership
property as seems to be intimated by the Caption
to account A, then no right of dower attaches
thereto until all the partnership debts have
been paid.

4 This defendant excepts to accounts C. & D.
filed with said report, or to so much thereof
as estimates the value of the contingent rights
of dower upon any other basis than the ac-
tual value of the land as determined by its
sale. He especially excepts to the mode of
estimating the value of the land by putting
the rents at 6%, and the value of the property
conveyed and settled upon the dowerless shall
be ascertained in the same way. Thus the
value of the house and lot conveyed to Anna M.
Thomas would be worth \$2916.⁰⁰ instead of \$2000.
as reported by the Commrs. He also excepts to
the estimate of \$733 as the present value of Anna
M. Thomas' contingent right of dower in case of
the fee simple value of \$1000, as being too great.

5th He also excepts to the Commrs. allowing her,
the said Anna M. Thomas, the house and lot as
in account "E", out of the assets of which
James Thomas was seized it appearing by said

Thomas & Adams trustees

N. { Exceptions to Commo's Report
Follet & others

Be it remembered that Geo. T. Clarke,
one of the defendants in this cause comes & excepts
to the accounts and report of Commo. A. B. At-
kinson made under decree herein of Oct. Term
1875 and filed on 18th Sept. 1876 upon the
following grounds of objection to wit:

1st Said Commo. has not designated whether the
property mentioned in his acct. "A." filed with
said report is partnership property or indi-
vidual property held jointly by the parties.
This defendant contends that it is individual
property held jointly by James Thomas & John E.
Adams and that it should have been so reported
and must be so reported before Mr. A. B.
Thomas & Mr. A. V. Adams can claim any con-
tingent rights of dower therein as against the partnership ^(creditors).

2^d This defendant excepts to account "B" filed
with said report because it embraces two tracts
of land viz: The "Lawson Dower tract" and the
"Richard Edwards tract" valued respectively at
\$1000. & \$1800., and gives compensation for dower
out of the same to A. H. Thomas & A. V. Adams,
when in fact, as this defendant is informed,
neither of said tracts had been paid for, nor
the title conveyed to James ^(Thomas) John E. Adams at the
date of their deed of tracts. And further because

and was argued by Counsel; On consid-
eration whereof the Court doth adjudge
order and decree that both the said sales
made respectively to Whitehead & Turner
and to O. L. Goodrich be, and the same are
hereby revoked and set aside and declared
to be null and void, and that said trustees
deliver up. to the parties any bonds for the
same now remaining in their hands, and
that they also refund said Whitehead & Turner
and O. L. Goodrich, respectively out of any
money in their hands arising from the sale
of the individual property of James Thomas
whatever sum or sums of money they may
have heretofore paid on their said pur-
chases deducting any costs or profits
which they may have received with in-
terest thereon from the date of payment
until refunded. And the Court doth fur-
ther adjudge order and decree that said
trustees proceed to sell said lands in such
manner and on such terms as they may
think proper. only that the sale shall be
made at public auction after due no-
tice of the time, place, and terms of sale.
And upon the first and second exceptions
of the said George S. Clark. to the said Com-
missioner's report, the Court reserving

In the Circuit Court of Sale of Wight County. Oct 22/75

P. J. Thomas, C. B. Hayden & M. J. Loring Trustees
for James Thomas & John E. Adams & Co. Plffs.
vs.
In Chancery
William F. H. et al.

This cause came on this day to be again
heard on the papers formerly read; On the
petition of C. B. Edwards Administrator of
John H. Edwards dec'd and of Richard C.
Edwards dec'd and of John E. Thomas Administrator
of R. B. Edwards and of C. B. Hayden assignee
of A. B. White, On the report of Commissioner
G. R. Atkinson made under the decree made
in of Feb'y term 1875 of further testimony taken
in regard to the sale and purchase of the
two parcels of land belonging to James
Thomas individually, made by said mis-
trix; one of which was purchased by Thos-
mas & Loring, and the other by C. B. Goodrich,
and also of the accounts in said decree di-
rected to be taken; On the report of G. R.
Chapman, Special Commissioner made
under said decree, and on the exceptions
thereto; and on the exceptions of George T.
Clark, one of the defendants, to the said
report of Commissioner Geo R Atkinson

right of Drur in \$100 is \$7.33. The interest of \$100 being \$6 per annum is \$2 - so that \$7³³ is
 the present value of an annuity of \$2 - and \$3.66² of an annuity of one dollar. The debt of
 James Thomasland is \$524²² one third of which \$174⁷⁰ which multiplied by \$3.66² makes
 \$641⁰³ the same amount from as her equivalent of Drur taking the debt as a present of
 the value of the land.

Drur making my hand is a common form in chancery of the land court the day and
 year first aforesaid

Chas. Dickinson

Drur employed 25 Aug 1875

Thomas J. Adams Trust

33 In Aug 1875

York & Co.

Rept. of Comm. Atkinson
 under Re. of 1875

Feb 18th Sept. 1876.

comprovis of said court to whom was referred by said decree the report of said com-
proviser with leave to take further testimony concerning the contingent right
of dower of Anna M Thomas and Antoinette Adams in the lands of their respective
husbands James Thomas and John Adams, and concerning any other matters contained
in said and to make any ~~other~~ corrections in the said account and reports which
said testimony may render necessary, reports to court that his proceedings
against the several said parties requiring them to attend for the purpose
aforesaid at his said office on the 2nd day of August 1876, which were returned duly
executed or acknowledged by the said parties or their attorneys, and on the date of this
report he completed the foregoing account of the contingent right of dower of
Anna M Thomas and Antoinette Adams as aforesaid, and finds that
that the contingent right of dower of the said Anna M Thomas in the undivided
lands of James Thomas, is \$417⁵⁹ and in the joint lands of James Thomas and John
Adams is \$705⁵⁹. Estimating the lands on the basis of their rents, and assuming
that the rents are 6% of their actual value her contingent right of dower in James
Thomas lands is \$641⁰³ and in the joint lands is \$1321¹¹. Assuming that the rents are
ten per cent of the actual value her contingent right of dower in James Thomas
lands is \$384⁶¹ and in the joint lands is \$792⁶⁶. Our commissioner also finds that
that the value of the house and lot conveyed to said Anna M Thomas is \$2000
and the personal property deducting what is secured by the mortgage is \$94²⁵.
Our commissioner also finds by account Thomas the returned, that
Antoinette Adams contingent right of dower in the lands of her husband John E
Adams is \$488²³ and in the joint lands is \$870⁸⁹. Estimating the rents at six per cent
of the value of the lands, her equivalent of dower in her husband's lands is \$1177⁸⁰ and
\$1632²¹ in the joint lands. Taking ten per cent as the basis it is \$706⁶⁸ in the lands of her
husband and \$979²⁴. Our commissioner has made the three several statements
that the views of all parties might be presented to the court but he thinks that taking the
rents as six per cent of the value of the lands the more equitable basis on which to make
the calculation. ~~It had been practically impossible~~ as the rents were only approxi-
mate for the value of the lands. It is also but another mode of calculating the value
of the dower on the rents as a basis for instance ~~the value of~~ the value of Anna Thomas contingent

An Account Showing the value of the contingent right of dower of Antoinette Adams
in the lands of which her husband John Eldams was seized

Age of John Eldams at the date of the deed of Trust	63 years
" " Antoinette Adams at same date	45 "
Fed simple value of land owned by John Eldams	5390 00
" " of 1/2 " " " Thomas Eldams	9612 50
" " John Eldams land estimating the rent at 6%	13000 00
" " Thomas Eldams land (1/2) " " " 6%	18023 33
" " John Eldams land " " " 10%	7800 00
" " Thomas Eldams land (1/2) " " " 10%	10814 00
Present value of Antoinette Adams' contingent right of dower in land of the fed simple value of \$100	9 06
Value of same in John Eldams lands valued at \$5390-	488 33
" " " of Thomas Eldams " " \$9612 50	870 89 135922
" " " in John Eldams lands " " \$13000-	1177 80
" " " of 1/2 Thomas Eldams lands " " \$18023 33	1632 9 1281071
" " " John Eldams lands " " \$7800-	706 68
" " " of 1/2 Thomas Eldams lands " " \$10814-	979 74 168642
Fed simple value of lot conveyed to Adams	1500 00
Annual " " same	200 00
Value of Perpetual property	10000 00

Comptroller's Office
Smithgate Oct 7 1876

To the Circuit Court of Lee of Hight County

Presented to a decree of the Circuit Court of Lee of Hight County rendered on
the 22nd day of October 1875 in a suit in chancery depending in the said court between
Edw. H. Adams & Thomas and Wm. Young trustees over a deed of Trust from James
Thomas and John Eldams individually and as co-trustees of the late firm of Thomas Eldams
Plaintiffs and Wm. D. Felt and others defendants. The trustees are one of the com-

E

An Account showing the value of the contingent right of dower of Anna Mc Thomas in the lands of which her husband James Thomas was seized

Age of James Thomas at the date of the deed of Trust	69 years.	
" " Anna Mc Thomas at the same date	58 "	
Present value of Anna Mc Thomas contingent right of dower in land of the fee simple value of, \$1000	\$7.33	
Fee simple value of land owned by James Thomas at death	5697 00	
" " " 1/2 of the land owned by Jas Thomas John E Adams	9612 50	
Present value of Anna Mc Thomas contingent right of dower in the said land		
And lands of which Jas Thomas was seized	417 59	
Present value of same in the lands of Jas Thomas John E Adams	705 59	1123 18
Value of James Thomas lands estimating the rents at 6%	8745 33	
" " 1/2 of Thomas Adams " " " "	18023 33	
" " James Thomas lands estimating the rents at 10%	5247 21	
" " 1/2 of Thomas Adams lands " " " 10%	10811 00	
Present value of Anna Mc Thomas contingent right of dower in James Thomas lands estimating the rents at 6% =	641 03	
Present value of same in same " " " 10% =	384 61	
" " " " Thomas Adams lands estimating the rents at 6 percent =	132 11	1962 14
Present value of same in same estimating the rents at 10% =	792 66	1177 27
Fee simple Value of House and lot conveyed to Anna Mc Thomas for \$2000 00		
Annual Value of same		175 00
Value of personal property conveyed	677 25	
Help amount given by the poor law.	182 50	494 75

Summit brought forward	12035 00	1613 90
The Orphan's tract	515 00	30 90
" Atkins farm	3875 00	300 00
" Bowen's tract	1000 00	60 00
" Richard Edwards tract	1800 00	148 00
	19225 00	2162 80

C

Land in which Mrs S M Thomas alone had a contingent right of dower

	Regle Sample Value	Annual Value
The Charles Wilson lot	700 00	100 00
" Vacant lot adjoining Jordan & Wilson	185 00	11 10
" Jack Thomas lot	600 00	100 00
" Interment between Breathing Hill and S Thomas	227 50	13 62
" Davis tract	225 00	10 00
" Brown farm estimated value	3335 00	220 00
" Bondsmen's tract	200 00	40 00
" Carstensen tract	125 00	20 00
	5697 00	524 72

D

Land in which Mrs C Adams, alone, has a contingent right of dower

	Regle Sample Value	Annual Value
The Miller Johnson lot	575 00	100 00
" Layman lot	600 00	100 00
" Fullmer lot	905 00	120 00
" Bailop lot	510 00	100 00
" John W. lot	760 00	100 00
" Johnson shop	280 00	50 00
" Josiah Thomas tract	260 00	30 00
" House lot in Smithfield (Henderson)	1000 00	200 00
	5390 00	780 00

8

An account of the property of Thomas Sedgwick which was paid for out of partnership funds, and held as partnership assets, but not used for partnership purposes.

Toll Bridge	Sold to John B. Whithead	1040 00
The Swamp Lot	" " J. O. Thomas	1825 00
" Jail or Herring Lot	" " J. H. Cottle	650 00
" Jas. Johnson or Brinkhouse	" " O. Goodrich	1165 00
" Whithead Farm	" " W. P. Worr	3030 00
" Briggs Farm	" " Thomas Griffin	255 00
" Best Tract	" " J. G. Fullam	1815 00
" Brantly Tract	" " Henry Jones	250 00
" Round Hill Farm	" " Cornelius Hall	2005 00
" Wagoner Tract	" " Same	515 00
" Atkinson Farm	" " Hardyt Pro	3845 00
" Cassin Iron Tract		1000 00
" Richard Edwards Farm		1800 00
		19225 00

B.

Land, in which Mrs. S. M. Thomas and Mrs. A. T. Adams, each had a contingent right of dower

	Fee Simple Value	Annuit Value
The Toll Bridge	1040	300 00
" Swamp Lot	1825 00	200 00
" Jail or Herring Lot	650 00	100 00
" Jas. Johnson or Brinkhouse	1165 00	150 00
" Whithead Farm	3030 00	550 00
" Briggs Farm	255 00	40 00
" Best Tract	1815 00	178 90
" Brantly Tract	250 00	15 00
" Round Hill Farm	2005 00	200 00
	12035 00	1263 90
Anticarned forward		

When the firm of Thomas Adams Rev was formed from Thomas and John
C Adams, as when the former firm of Thomas Adams owned the store
house, and wharf and certain pels and stock of goods which they put
into the new firm at a certain valuation which I now forget, and I gave
my bond with personal security, so they for ever third of the valuation
apart. In 1868 this debt being full unpaid I conveyed to them certain property
to them in satisfaction of it which was the stock in hand
I have nothing by my own knowledge of the purchase of land by
Thomas Adams since 1868-

Collettman Lem

At the request of James Thomas the common-law maker the following statement. That in 1853 he became associated with the said James Thomas and John Eckhaus under the firm of Thomas, Adams & Co. in the business of merchants, produce commission merchants, and common carriers between the field and New York and elsewhere. That the said James Thomas and John Eckhaus had been previously engaged in the same business, and had during their connection acquired considerable real estate, which with the exception of the bridge they divided between them after the formation of the new firm.

The first piece of land bought by the said James Thomas, John Eckhaus & George Robinson was the East River. It was bought at a sale under a deed of trust and paid for out of the partnership funds. James lost the title. It was resold to Thomas Adams & Co. and so bought, to land hoping to sell it again for more than we paid for it and thus balance our loss by East. The next piece was the Butler lot known as the East as the Cooper lot and the Jail or Herring lot. This was bought at a Trust sale made under a deed to leave a debt due to the firm of Thomas, Adams & Co. I do not think the firm of Thomas, Adams & Co. required any other real estate. During the existence of the firm James Thomas & John Eckhaus as members of the firm of Thomas, Adams & Co. held a debt against one E. H. Valentine secured by a deed of trust in the Round Hill Farm. Valentine with the consent of the said James Thomas, John Eckhaus, sold the said farm to one R. M. Cary who assumed the debt and gave a deed of trust in the farm to secure it. In 1865 or 1866 during the existence of the firm of Thomas, Adams & Co. the said James Thomas, John Eckhaus agreed to take the farm for the debt. In 1868 the said debt was still indebted to the said James Thomas & John Eckhaus in part for his share in the firm of Thomas, Adams & Co. conveyed among other property, in liquidation of said debt, the other in farm

1	Beasair & glass \$5. 1 washstand bowl & pitcher \$1.50	479 75 6 50
1	bandle stand \$1. 1 Carpet rug \$10. 2 Tables \$3.50	14 50
	Property in lumber room \$5. 1 painted bed curtains \$5	10 00
1	Chest & Bed Clothes \$5. Refrigerator \$1.50 ^{paid \$2.50} other furniture in back.	11 50
	Clock \$1.50, Table & Bench \$2.50, 1 side Board 4 ft 1 piece 2 ft	10 00
1	Dining table & Carpet 10 ft Archway & glass ware 4 ft	50 00
1	Hanging sofa \$2. 2. Knives & forks & silver ware 72 ft	74 00
	Looking glass & fixtures \$5. 1 Copper & Iron Kettle & pots \$5	20 00
	Lot of Tubs & ruggies	2 00
		677.25

K. K. Bh of pen an
S. G. Boykin
E. M. T. & Co

Sept 8th 1873 Recd. examined & approved
Teste

W. P. Young Com. of acts of
Isle of Wight County Court.

In the Clerk's office of the county court of
Isle of Wight County, Sept 8th 1873. The foregoing
appraisment of the Charles Est. of Mrs.
Anne Thomas decd. was recd. from the
Com. of acts & admitted to record.

Teste.

C. V. Hart D.C.

H. C. P. S.

Teste.

W. H. Edwards D.C.

Inventory & appraisment of the Chattel property of Anna M. Thomas decd;

1	Piannos + stool \$50, 1 work stand \$2 1 stool 25 ^c	52 25
12	Leam seat chairs Rockers \$15, 1 Sofa \$10	25 00
3	Rockers + 1 large arm Chair 4 \$1 Center table lamp \$2	6 00
1	Marble top table \$3, 2 candle stand \$2, 1 Melodion \$5	10 00
1	Pan Tables + lamp \$3, 1 pr. Opera glasses \$2, 2 Mirrors \$1.25	8 00
	Paintings + pictures in parlor \$5, 1 pr. vases \$1, 2 carpets + rug \$1	21 00
3	Settees \$3, 1 clock \$5, 4 passage chairs + lot of causerat do. \$5-	13 00
1	Hall Table + glass \$2, 1 Book case \$5, 1 Commode \$5	12 00
3	Lamps + Hall do. \$3, 1 water Cooler \$1, 1 umbrella stand 75 ^c	4 75
1	Sideboard Press \$3, 1 wardrobe \$5, 1 table 50, 1 lounge \$2.50	13 00
1	Buggy Blanket \$5, 2 washstand do \$3, 1 mantle mirror 50	8 50
1	Bureau \$5, 1 sewing machine \$15, 1 lounge \$2	22 00
1	Bed + Bedstead \$30, 1 Carpet \$3	33 00
2	Dining Tables \$10, 1 clock \$1.25, 1 sofa \$2.50, 1 old pers 50 ^c	14 50
1	Bed. Bedstead furniture \$3, 1 wardrobe \$2.50, 1 lounge \$5	58 00
1	Rocking Chair \$1.50, 1 stool 25 ^c , 1 bureau \$15	16 75
1	Marble Top Washstand, Bowl + pitcher \$3, 1 Carpet \$10	13 00
1	Bed. Bedstead furniture \$25, 1 bureau \$5, 1 table + comm \$1	31 00
1	Washstand Bowl + pitcher \$2, 13 blankets \$8	10 00
2	Half round Tables \$3, 1 Carpet \$5	8 00
1	Lot of Books \$5, 1 bed. bedstead furniture \$35-	40 00
1	Bedstead + Pillows \$10, 2 Rocking Chairs \$2, 1 wardrobe \$5	17 00
1	Washstand Bowl + pitcher \$5, 2 candle stand \$2, 1 bureau \$5	10 00
1	Wardrobe \$5, 1 lounge \$2, 1 candle stand \$1	8 00
1	Feather Bed, 2 Bedsteads + 2 Mattresses	25 00
		479 75

Thomas & Adams, Executors
v. $\frac{2}{3}$ Clay.

Toll & Sale

Affidavit of N. S. Henry
as to the age of Mrs.
Anna M. Thomas.

Commissions Office, Smithfield, Isle of Wight Co
Sept. 7th 1876.

On this day, before me Geo. W. Atkinson, a commissioner in chancery for the Circuit Court of said county, personally appeared N. P. Young, who being duly sworn, deposes and says that, he was born on the 10th day of June, 1816, as is shown by his father's family record, now in his possession. That the late Mrs. Anna M. Thomas wife of James Thomas, was his aunt and that he has always understood from his mother & other of the family, that the said Mrs. Thomas was born in the year, 1815, either two months before or two months after the month of June in which deponent was born in 1816 as aforesaid. That his impression is, rather, that she was four months older than himself, which would make the date of her birth in April, 1815.

N. P. Young

Sworn and subscribed to by said N. P. Young, the day & year first aforesaid,
Geo. W. Atkinson

estimated as fifty eight years instead of fifty seven years. I was
fifty seven years ~~old~~ in the 31st day of July^{last} and I was always under the
impression that I was six years old than she was.

And further this defendant saith not

Mr. B. P. P. P.

Sworn to and subscribed before me

Geo. A. M. M. M.

The deposition of John R. Curdie a witness of lawful age taken before George Robinson a commissioner in chancery of the Circuit Court of the City of New York on the 2nd day of August 1876 to be read as evidence in a certain matter of account referred to said commissioner by a decree of the said court rendered on the 10th day of October 1875 in a suit in chancery depending therein between C. B. Hayden, R. B. Thomas and A. P. Young trustees under a deed of Trust from James Thomas and John Edwards individually and as partners under the firm of Thomas & Edwards plaintiffs and Wm. A. Rock and others defendants.

Question 1st John R. Curdie having been duly sworn deposeth and saith, ^{The wife of James Thomas} State whether you know the age of Mrs. Anna M. Thomas, and what of her death you have for knowing it, and what was her age at the time of her death.

Ans. She was my sister and lived in the same house with me until her marriage to James Thomas in 1846. Although I have never seen the record of her birth I have heard my father and my elder sisters frequently speak of it having occurred in either March or May 1815. I think in March. The fact that she and A. P. Young who was her nephew should be so nearly of the same age surprised her age upon me. I recollect that A. P. Young was born in A. D. 1816. There was a family record of my brothers and sisters ages but having occasion to examine it some twenty years or more ago, it could not be found. ~~In the register of the~~ ^{In the register of the} ~~book of~~ ^{book of} ~~Christ Church~~ ^{Christ Church} New York Parish of the Protestant Episcopal Church in the Diocese of Virginia, and I find a registration of her death made about the time stating that she died on the 23rd day of April 1873, aged fifty seven years and two months. In making this entry, and ~~being~~ ^{being} calculating from the date of her birth in 1815 I suppose I made a mistake of one year and the

I acknowledge legal service of the
within Motion

Rev. S. L. Hunt &
C. B. Hayden (Attys.)
K. S. Thomas }
 } Thomas Adams
 } Clerk

John Adams
Antoinette V. Adams
Wm. D. Folk

1843 27
1844 21
1845 23

Commissioner's Office

Smithfield July 15th 1876

To R. S. Thomas, C. B. Hayden and H. Young trustees and
deeds of trust from James Thomas and John E. Adams, Plaintiffs
and

William D. Holt, G. T. Clark, Joseph C. Smith, James Thomas and John E.
Adams defendants under the style of Thomas & Adams and the said James
Thomas and Anna M. his wife and the said John E. Adams
and Adeline D. his wife Defendants

You are hereby notified that I have filed upon the 2nd day
of August next at my office aforesaid to take further testimony
upon any matter contained in my report to the Circuit Court of Cook of
Sight County under the name of February term 1875 and make any
corrections in my said account and report which said testimony
may under necessity as required by a decree of said court
rendered on the 23rd day of October 1875 in a suit in chancery
pending in said court in which you are parties Plaintiff
and defendant.

Given under my hand as a Commissioner in
Chancery of this said court the day and year first aforesaid

Geo. C. Peterson Commissioner

A Copy Letter

Copy Deed

Thomas & Adam's

vs

Wm. Foul. et al

//

Oct term 1875

From Court
Copy Deed

its opinion as to said exceptions, And
L. B. Hayden and R. G. Thomas trustees de-
siring to take further testimony on that
point, on their motion the report of
said Comptroller is referred back to him
with leave to take further testimony
on that or any other matter in said re-
port contained, and to make any corrections
in the said accounts and report, which
said testimony may under necessary, and
report to Court. And the Court sustains
the 3^d & 5th exceptions of said G. T. Leach
to said report; And the Court doth also
further adjudge order and decree that the
said petitioners be allowed to share with
the other Creditors of Thomas and Adams
in the payment of the respective debts
in said petition mentioned, And the Court
doth further adjudge order and decree that
G. T. Thomas L. B. Hayden and M. D. Young
trustees &c. shall invest in U. S. Six per cent
bonds in their names as such trustees the
funds shown by the said report of Com-
ptroller Atkinson to be in their hands
in accordance with the decree of in-
vestments herein of Feb'y term 1878. And
as to all other matters this cause is con-
tinued

on this tract of land and to receive his due
for the same.

Out of the Cash payment of \$95.00
we paid L.B. Edwards Clerk \$5.00
and to the Suffolk Landmark for

Papers 2.00

and to themselves. Commissions 54.75 61.75

And have in hand \$33.25

The vouchers for the said payments are
herewith returned.

Respectfully submitted

R. S. Thomas

C. B. Hayden

J. P. Young

Thomas de Vilam 'Em.
vs.  Akey,
Folk tax.

Report of the results
of the perusal of the
"Green Tract" that was
first purchased by
A. C. Goodrich.

Sept. 16th 1897 filed

May 3rd 1897
Board, returned to the
Treasurer of the Board
by the sum of \$100.00
See receipt herein
filed.

Thomson & Adams Trustees

v.

Falk & others.

20th Hon: Circuit Court of Dist. of Wright-County.

The undersigned by leave most-respectfully to report that pursuant to the decree herein of October Term (21) 1876 they offered for sale the tract of land mentioned therein as previously bought by O. C. Goodrich on the 4th day of January 1876 for resale at Sale of Wright-County House on the 4th day of December last (1876) after they had previously advertised the time, time and place of sale as in the said decree directed, and that at the said sale that portion of the Grove tract which had been previously purchased by the said O. C. Goodrich as recited in the said decree was bid off by Geo: J. Clarke, the highest bidder for the sum of (\$1095.00) one thousand and ninety five dollars, who paid in Cash the sum of ninety five (\$95.00) dollars and executed two other several bonds each for the sum of (\$333.33 1/3 each) payable in six, twelve, and eighteen months from the day of sale, with interest from day and with a waiver of the Homestead. ^{which are here with returned as Exhibit "A"} The said George J. Clarke desires as a report that he wishes to pay off his bonds for the deferred payment

1889. 54

840 00 Wm. H. L.

65 100

Received December 6th 1876 of R. S.

Thomas the sum of Eighteen dollars
and twenty five cents each due us as
commissions on the sale of the
Gardnith tract of land

N. P. (Yorres)

C. B. Hayden

R. S. Thomas C. W. Hayden & M. P. Young
Trustees of James Thomas
Co. J. B. Edwards

18th/4
Decr. 4. Co. Duocis as auctioneer in
Sale of Home land.

\$3.00

Recd Payment
J B Edwards

ALL JOB PRINTING CASH ON DELIVERY.

NORFOLK, VA., April 13, 1877.

J. B. Thomas, C. B. Hayden and C. P. Young
Trustees of James Thomas and John C. Holmes
To THE NORFOLK LANDMARK, Jr.

DAILY LANDMARK, . . . 5.00 per annum }
TRI-WEEKLY, 3.00 " " }
WEEKLY, 1.50 " " }

77 AND 79 MAIN STREET.

\$ 50.00

2.00

For Payment

for L. Young & Son

Thomas & Adams' Tr.

3 Receipt for
n, 3 D. D. Clarke
bonds.

Polk et al.

//

Received May 3rd 1877, of the clerk of the
Circuit Court of Isle of Wight County, the three
bonds of Geo. T. Clarke for \$333. 33 1/2 each, that
were filed with the report of sale of Goodrich
part of the "Green tract", in the suit of Thomas &
Adams Trustees vs. Gold 1874, which said bonds
were delivered under decree of April term 1877.

R. S. Thomas

R. S. Thorne, Am
asking for book
to be prepared
to G. F. Clarke

Dear Mr. Young,

Be pleased to
prepare clocks and for their
write receipt for the receipt and removal
of the bonds. I enclose a memorandum
of the sale of the first freight by
^{the disbursement of}
June, which I may have taken from
former memorandums, or depositions
in the Cause. Be pleased to return the
Mem. ^{very} at the time you send the Debt

Very truly &c.

R. S. J.

Richard Taylor, President.

Hugh N. Page, Acting Cashier.

Marine Bank,

Norfolk, Va., May 4th 1877.

R. Thomas Esq
Dear Sir: Smithfield

Your favor of the 4 is received with enclosures
as stated. \$ ——— to your credit. J.W. Jordan & Co
on Haines & Co entered for you.
Yours, truly,

Hugh N. Page,

Acting Cashier.

Enclosed:

Thomas & Adams Int was	957 37
Jas. Thomas	145 21
J. E Adams	95 74
	1198 32
The draft on Haines & Co has	502 36
gone to your credit.	1700 68

1653

1650

6

9906

2

17800

14
Investment of Bonds

Marine Bank

Norfolk, Va., Decr 17 1875

Statement of Purchase of Bonds for ac
of R S Thomas, CB Hayden, & CP Young Trustees

In name of R.S.T., CBH, & CPY. Trustees Thomas & Adams

\$3000 - U.S. Registered 5/20th issue '67 C 119 1/2 \$3585.-

In name of RST, CBH, & CPY Trustee J.E. Adams

\$1500. U.S. Registered 5/20th issue '67 C 119 1/2 1792.50

In name of RST, CBH, & CPY, Trustee Jas. Thomas.

\$200 - U.S. Registered 5/20th issue '67 C 119 1/2 239.-

\$5616.50

Three cts were sent in payment of above viz \$3676²⁸, 1802²⁵ &

\$345.36. after making the purchases there remained of

the 1st of (\$3676.28 - \$3585.-) = 91.28 J.E.A.

" 2^d " of (\$1802.25 - 1792.50) = 10.25 J.E.A.

" 3^d " of (345.36 - 239.-) = 106.36 J.E.A.

This amt. carries back to or of the \$209.89

Trustee of Thomas & Adams.

Rich. Taylor.

Pres.

Thomas Kildams

Trustee &c.

vs. } Aug.

Folk Wells,

Statement of the
distribution made
under decree of
Octo. 1848. and
Report of the
trustees - the latter
to be signed &c.

Lough

June 1877

17K 4

17K 4

W. H. Taylor, President.

H. N. Page, Act'g Cashier.

Marine Bank,

Norfolk, Va., June 28 1879

Memorandum W. S. Can? Bond
Truster Jas Thomas

\$1000 + 113 d^y int 1018.57

Less N York chq? exp

chq? & notary's fees 3.08 1015.49

Truster Thomas & Adams

\$9000 + 113 d^y int 9167.18

1200, + 117 " 1223.08

10.200 10.39026

Less chq? as at me 28.12, 10.362.14

Am't, credited to respective inf.
apx this 28 day June 1879

C. W. H. Taylor

Attest

Thomas

Hayden

Young

Trusters

Smithfield & Co

Memo. for Marine Bank of Norfolk Va.

BY H. C. HARDY, No. 10 Wall Street,

New York, June 5. 1877

\$100. - Reg 5 20's. of '67 @ 109 $\frac{7}{8}$
1's bonds

109	87
	13
110	—

For { R. S. Thomas
L. B. Hayden
N. D. Young } Trustees of J. C. Adams

Memo. for Marine Bank of Norfolk Va.

BY H. C. HARDY, No. 10 Wall Street,

New York, June 5 1877

\$150. Reg. 520's. of '67 @ 109.78
1/8 bonus.

164 80

19

164 99

For { R. S. Thomas
L. B. Hayden
A. Z. Young } Trustees of James Thomas

1302 57

1320

22.57

198 70

100 97

22.5 18

159 74

170

40 70

105 69

Memo for Marine Bank of Norfolk Va.

BY H. C. HARDY, No. 10 Wall Street,

New York, June 5

1877

\$1,200.00 Reg. 520's. of '67 @ 109 7/8
1/8% bonus.

1318 50

1 50

1320 --

For { R. Thomas }
 { G. B. Hayden } Trustees of Thomas & Adams
 { W. D. Young }
\$ 29.50 \$ 1200
3.68 1

of 13.18
1.64

$$\begin{array}{r} 110 \\ 1649 \\ \hline 2759 \end{array}$$

Richard Taylor, President.

~~John C. Taylor, Cashier.~~
Hugh N. Page, Acting Cashier.

Marine Bank

Norfolk, Va., June 7th 1877

R. A. Thomas Esq^r

Smithfield Va

Dear Sir In accordance with instructions contained in your favor of the 31st ult^o we have caused to be purchased Reg^d. 3/20 U.S. bonds of '67 for Thomas, Hayden & Young, Trustees, as per enclosed memoranda, viz:

For Thomas & Adams \$1200 cost \$1320 ex: July int.

James Thomas	150	"	164.99	00
--------------	-----	---	--------	----

M ^r . Adams	100	"	110	00
------------------------	-----	---	-----	----

Total cost 1.594.99

The balance remaining in hand 105.69 we have this day credited back to a/c "

" Trustees Thomas & Adams.

We thus account for \$1.700.68, the amt you desired us to invest.

It will be necessary to send the bonds to Washington after the 1st of July, as the books will not be reopened for transfer 'till after that date.

Yours truly W. A. Taylor Pres^t.

mean while they are held in New York for transmission to Wash^g. or in accordance to you as you may direct

In Anfolle I guessed that the
 proportion of the \$502.36 belonging

to Thomas Adams waste	391.56
to James Thomas	50.36
" J. S. Adams	60.44
	<u>502.36</u>

whereas I ought to have been

to Thomas Adams	391.56
	<u>385.20</u>
	6.36

4 cents

to James Thomas	52.96
instead of	<u>50.36</u>
deficiency	260

to J. S. Adams

64.20
<u>60.44</u>
3.76
<u>260</u> 6.36

385.20
937.37
<u>1342.57</u>

1342.57

6712.65
<u>2234</u>

38.95
 All Letters to be addressed and Remittances made payable to
 Jas L. Worth, President, The National Park Bank of New York, C. H. Wright, Cashier.

The National Park Bank

New York, 14 Feb 1879

Geo R. Atkinson Esq, Cashier,
 Smithfield, Va.

Receipts:

The interest referred
 to in your letter of 5th inst was
 \$469.50 goods, divided as follows,

J E. Adams		60.420
J Thomas	49.50 34.6 52.96	49.50 + 34.6
Thos. Adams	360 25.20 45.20	360.425.20

in currency total \$02.36

64.20
 52.96
 385.20
 502.36

Respectfully

C. H. Wright Cashier
 J. Beldan

Thomas William Ruston

As

Fisk & als

Commons Deposit
under decree of October Term 1878

pending between Thomas Adams Trustee Kingsley and W^m Holt and
other defendants, an account of the names of the creditors of James Thom-
as and John Edwards respectively, who have not released the execs of settle-
ment on Anne Williams wife of said James Thomas and on Abigail
Williams wife of John Edwards, the amount of their respective debts and
of their respective pro rata shares of said execs of settlement, reports to
the court. That after giving due notice to the parties to said Court of the
time and place of stating said accounts, on the date of this report
he completed the foregoing statements marked A & B respectively and finds
that the creditors of James Thomas who have not released the execs of
settlement on Anne M^c Thomas have claims against him amounting to
\$2048.63 and that their pro rata shares in said execs of settlement
amount to \$910.30. and that the claims of the creditors of John Ed-
wards who have not released the execs of settlement on Abigail Williams
amount to \$7833.04 and that their pro rata shares in said
execs of settlement amount to \$534.99

given under my hand as a commissioner in chancery of said
court the day and year first aforesaid

Geo. H. Johnson

Commissioner Fee \$75

Amount brought forward	854	02	58	80
Act. Bond	329	51	22	53
Ashton & Co.	47	58	3	25
Hall & Knight	21	00	1	43
A. Atkinson	30	58	8	53
Rev. W. Pitt assignee of A. W. White	106	19	7	26
E. Vance & Co.	122	05	8	34
Sarah A. Eley	359	06	24	80
S. & Haydon Receiver	418	58	28	62
A. Atkinson assignee of W. A. Johnson	39	53	2	88
G. & Goodrich	2502	42	71	16
Same	314	57	21	51
E. P. Tabb & Co.	279	50	19	12
E. L. Eley	73	46	5	02
Childs & Griffiths	196	68	13	45
Procurator & Executors for W. W. Vaughan and R.				
A. Burgess & F. A. His wife	497	60	33	13
Allen O. Wilson Exr of James L. Wilson	47	29	3	23
G. W. Duck	57	56	3	93
Same	283	44	19	41
Same	219	24	15	40
Same	377	81	25	84
James A. Johnson	25	99	1	77
H. H. H. H.	53	87	3	68
E. & Dunning	18	91	1	29
S. & Boykin Trustees	138	36	9	46
Marilla Ann James	174	18	11	90
A. Atkinson	139	75	9	65
	783	514	53	499

Comptroller's Office
 Nashville April 8th 1879

In the Court of Sessions of Davidson County
 The undersigned a Comptroller in charge of the said Court & shown
 was returned by a decree of October Term 1877. entered in a suit thereon

An account of the names of the individual creditors of James Thomas who have not released the excess of settlement on Anna M Thomas wife of said James Thomas, the amount of their respective debts and of their respective pro rata shares of said excess of settlement

Names of creditors

Amount of debt Pro rata share
With Interest of said excess
to November 20th of settlement
1878

Elizabeth Daniel	78 92	11 88
A Atkinson Exr of A Atkinson	54 41	8 18
Harden & Bros assignees	487 75	73 40
J C Cordick lps Thomas & Adams distribution	502 42	376 61
Thomas & Adams Trusts assignees of W. W. Cofer	277 24	34 20
" " " " Henry Jones	1153 30	173 57
" " " " Geo. J. Clarke	1544 49	232 46
	6048 63	910 30

R. B. Cofer has
signed the annex

An account of the names of individual creditors of John & Adams who have not released the excess of settlement on Antionette Adams wife of the said John & Adams the amount of their respective debts and of their respective pro rata share in said excess of settlement

Names of Creditors

Amount of Pro rata share
debt with Int of such excess
not to November 20th of settlement
20th 878

Anna M Cordas exr of W. C. Cordas	45 05	3 08
Wells & Smith exr of W. F. Powell	797 60	54 55
Thomas & Co	17 27	1 17
Amount forward	859 92	58 80

Virginia

No.

Norfolk. April 14th

1879

The Marine Bank
OF NORFOLK.

Pay to R. B. Parker

in order

Thirty one $\frac{97}{100}$

Dollars

\$31. $\frac{97}{100}$

Thomas Adams
Mass. Cir.

10

Frank M. al

Report.

July 16th 1849.

Filed.

one thousand Dollars - standing in the name of James Thomas - which at the rate of the said sale, your trustees, in obedience to the said order named decree, reserved to meet the disputed debt of Mary Louisa Boykin and Lucy Ann Thomas. When it was discovered that the said bond did not belong to James Thomas but to John E. Adams your trustees sold the said bond to James Thomas at the same rate of sale that the others sold for crediting John E. Adams with the proceeds of the said sale and changing the amount of the said sale to James Thomas.

Your trustees further report that in pursuance of the decree of the April Term 1879 directing them to sell the bonds reserved from sale as herein before mentioned for \$1000 belonging to James Thomas and for \$10.200 belonging to Thomas & Adams they leave to report that they sold the former, at expenses for \$1015.49 and the latter for \$10,362.14 as is shown by the certificate of the President of the Marine Bank marked X here with filed.

All of which is respectfully submitted.

July 15th 1879.

R. S. Thomas
C. B. Hayden
J. S. Thomas
)

respectively No 16 369, 16 370, 16 371, 17 334
17, 335 and 19 948 each for \$100- and
two bonds numbered 2267 and 2769 each
for \$50- aggregating \$700- and placed
the proceeds thereof in the account of their
transactions as trustees of James Thomas
from the date of their last account to
the aforesaid 5th of March 1879 marked
"D" which is herewith filed which shows
a cash balance in their hands as of that
date of \$1093.49 which should have been
distributed amongst the creditors of the said
James Thomas, but by a mistake the
sum of \$161.77 was paid to them as
appears from the aforesaid statement¹² X
herewith filed and the receipts of the said
creditors thereto attached - they receiving
thereby an excess of \$68.28 over and above
what they were properly entitled to.

The mistake before alluded
to, and explained, of the investment of the
funds of John E. Adams in the name of
James Thomas and vice versa was not
discovered until after the sale of the bonds un-
der the Decree of October Term 1878 when all
of the bonds standing in the name of James
Thomas and of John E. Adams were sold
except the bond No 32260 for \$1000-

of James Thomas instead of standing in the name of John E. Adams as it should have done as is hereinbefore in this report shown being a part of the investment of the aforesaid sum of \$1738.19 in bonds for \$1450 and of the interest thereon - which said sum of eleven hundred dollars was included in registered bond no 32.260 for One thousand dollars and bond no 16368 for One Hundred dollars. The proceeds of the sale of these bonds are credited in Account "4" of the transactions of the undersigned as trustees of John E. Adams from the date of their last account to March 5th 1879 showing a balance of cash in their hands on that date of \$4307.60 which amount should have been distributed the creditors of the said John E. Adams, but by a mistake the sum of \$4372.17 - an excess of \$64.57 - was distributed amongst the said creditors as will appear by the aforesaid statement X herewith filed with the receipts of the said parties for the said sum of \$4372.17 thereto attached.

In pursuance of the said Decree your Trustees sold of the bonds belonging to James Thomas, viz the six bonds, numbered as

marked "X"

Your trust is reserved from the said distribution of the said assets of the said Thomas and Adams the following, invested bonds, viz, bond, no 32.264 for \$1000 - bond, no 9369 for \$500. four bonds, nos 33754 33755, 33756, & 33754 for \$1000 each, the two bonds, nos 19946 & 19947 each for \$100 - making in all Ten thousand and two Hundred dollars (\$10,200.) in order to meet the reservation directed by the aforesaid decree of one half of the assets of the said Thomas & Adams, and the disputed debt of Adams & Day.

In further pursuance of the said decree your trust is sold bonds for thirty Two Hundred dollars (\$3200-) for the benefit of John E. Adams of which seven & one Hundred (\$2100-) were standing in his name, to-wit, registered bonds as aforesaid, nos 8732 and 8733 each for \$500 - no 33753 for \$1000 - and no 19949 for \$100 - which said sum of \$2000 - included \$599.37 invested in a Five Hundred dollar bond (\$500-) which should have been invested in the name of James Thomas - and of which ^{said \$3200 - or} eleven hundred dollars were improperly standing in the name

trustees did not report this collection of interest - and this investment although the said vouchers show that both were properly done and the bonds shown thereby to have been invested are shown hereafter to have been sold under the Decrees of the October Term 1878 and of the April Term 1879.

In pursuance of the decree of the October Term 1878 your trustees sold three bonds belonging to Thomas & Adams viz, bonds numbered, respectively 3261, 3262 and 3263 each for One thousand Dollars netting \$3025.00 which is shown by the statement of the Marine Bank marked "F" herewith filed, which said amount is credited in the account of the transactions of your trustees of the undersigned as trustees of Thomas & Adams herewith filed marked "G" from the date of their last report - to March 5th 1879 showing a balance of money in their hands as such trustees, including the proceeds of the sale of the said bonds of \$8782.69, which was distributed pro rata among the creditors of the said Thomas & Adams who have proved their claims in this cause as will appear from the accompanying statement and receipts of the payees ^{for said payments} there is attached herewith filed

the said investment and deposit. The statement of the President of the Marine Bank valid December 17th, 1875 marked "A" herewith filed shows the said investments and the balance of each fund remaining after the said investments.

The Decree of October Term 1876 directed your trustees to collect the interest due on the said and aforesaid notes and bonds and to invest the same in six per cent United States Registered Bonds and to deposit the same in the said Marine Bank of Norfolk Va. which they accordingly did as is shown by the accompanying statements of the said Marine Bank and of the National City Bank of New York, through whom the collections of interest and investments were made, marked respectively "B" "C" "D" & "E" herewith filed showing the total amount of interest collected to be \$1700. 68, the amount invested to be \$1594. 99, leaving a balance of \$105. 69. Statement "D" shows the amounts invested for each of the parties. The collection of interest under this Decree was delayed so as to include in the collection the interest falling due January 1st, 1877, your

invested bonds in the Marine Bank of
Norfolk Taking memorandum of such
deposit from the Cashier of the said Bank
and to return the same to the Court.

Your trustees withdrew the said bonds and
deposited them in the said Bank but made
no formal report of such withdrawal
and deposit, but they returned the certifi-
cates of deposit of the said bonds with the
said Bank and filed them in the papers
of this cause instead of such report as
will appear from their receipt to the
Clerk of the ~~the~~ Court given under the
Decree of the October Term 1878 directing
them to withdraw the said certificates
and to see the bonds therein named
which receipt is attached to their report
filed herein April 13th 1875. which
report of investment shows the num-
ber and the amount of the bonds invested.

The Decree herein of the
October Term 1875 directed your trustees
to invest in United States bonds the sum
shown by Commissioner McKim's re-
port filed herein October 9th 1875. They
did so and deposited the bonds so invested
in the aforesaid Marine Bank of Norfolk
Virginia, though they made no report of

small amount were exhausted in satisfying the judgment liens against him and that none of this small amount was distributed. The reservation directed in this said Decree of was made in the distribution under the Decree of the October Term 1878 hereinafter reported.

Sam Trustees' would further report that they ^{have} lately discovered that in executing the Decree of the February Term 1875 directing them to invest the assets then in hand their purchasing agent made the mistake of investing the sum of \$1788.18 in the name of James Thomas when it should have been invested in the name of John E. Adams, and of investing the sum of \$599.30 in the name of John E. Adams when it should have been invested in the name of James Thomas, as the report of Commissioner Atkinson filed herein February 3^d 1875 (prior to the investment) shows ought to have been done, but this mistake we corrected in the report of the distribution made under the aforesaid Decree of October Term 1878 hereinafter made.

The Decree of the April Term 1875 directed the Trustees to deposit the

Thomas & Adams Trustees

v.

Foote et al

To the Hon George Blair,

Judge of the Circuit Court of District
Wright County, in Chancery sitting.

The undersigned trustees respectively for James
Thomas and John E. Adams both as indi-
viduals and as partners trading as Thomas
& Adams most respectfully report to the
Court, that in their report under the decree
herein of May 2^d 1874 filed April 15th 1875
they omitted to report that they did not re-
serve the assets directed by the said decree
to be reserved from distribution, because
it was evident that the future assets would
be amply sufficient for that purpose and
they were thus enabled ^{to distribute} a larger sum of money
than they could have distributed had such res-
ervation been made. It appears, however,
from the said report, impliedly, that no
such reservation was made because it
appears from the said report that all of
the assets of James Thomas and of John
E. Adams were distributed, that all of
the assets of John E. Adams except a very

1191

1878	Anti. brok. found.	16397 65	12758 11
Oct. 16	To H. P. Young for	21 43	
Dec. 5	By Cash of R. S. Thomas, Baykin		
	Trustee & Home Nov		258 42
" 16	" interest on U. S. Bonds		396 00
" 27	" do. " do.		756 00
1879	" H. K. Chapman Notary for	5 00	
Jan. 8	" int. on U. S. Bonds		396 00
" 9	" Cash from C. B. Crumpler, ^{or sold} of		
	the R. C. Edwards Tugboat and		334 67
" 24	" Sales of \$3000.00 U. S. Bonds		
	under de. of act. '78		3025 00
Feb. 18	" Cash of R. S. Thomas H. Horn		
	& S. G. Baykin trustees		25 00
Balance forward		7079 12	
		7079 12	
Bal. Bk. Acct.		7079 12	
By your deposit of int.			
on savings on deposit			1024 52
Mar 5	1/3 and from C. B. Hayden		
	from 3 ^d distribute of S. G. Thomas		
	less charges in that case on bill		549 30
To 5 months exp. 222.50		267 77	
" Expenses of Treasurer to Adulth.			
in business of Court		42 50	
Bal. per Contra		8742 69	
		9092 96	9092 96

1875					
Dec. 1	1876	Amounts brought forward	14853	37	151.59 21
Jan. 4		By cash of C. B. Hayden att. for W. H. Thomas' trustee		441	64
		" Do. of do. in suit Milton & Ward		233	00
	31	" Do. of do. " Hall & Gray		84	49
Feb. 9		" Do. " Do. on claim & Gray & Branch		130	25
	10	To Cash paid R. E. Boykin atty. Deeds	3	00	
Apr. 12		By amt. from C. B. Hayden att. for W. H. Thomas' trustee		291	65
May 20		To paid taxes on Rich. Edward land	21	15	
June 16		By cash of C. B. Hayden att. on Claims & Edwards sale		122	86
Dec. 9	1877	To paid G. R. Atkinson cont. for	25	00	
Mar. 22		" " Notary fees	12	00	
Apr. 21		By interest collected on U. S. Bonds and Deer of Octo., '76		1342	54
June 5		To amt. invested in U. S. Bonds, same due	1320	00	
		" paid C. B. Hayden cont. on int.	22	38	
		" " A. P. Young Do.	22	38	
		" " R. S. Thomas Do.	22	38	
		By cash of A. P. Young from Est. of J. C. Satterlee's bond		22	81
		" amt. from S. G. Boykin's trustees		85	60
July 18		To paid Clerk's fees &	44	99	
Dec. 12	1878	" " Shff. Do. &	57	00	
June 21		By Cash of C. B. Hayden att. from claim & Henry Turner B. F. Lumb's sale		289	64
July 2		" Do. for do. in suit Gray & Gray " " " " " "		246	13
	12	" Cash of S. G. Boykin's trustees		9	36
		Amts. carried forward	16397	65	18758 11

James Thomas & Mrs. C. Adams married.

In acct. with R. S. Thomas, C. B. Hayden & N. P. Gough
their trustees.

1874	Jan 30	By amt. of Wm. A. Wambles distribution shown on last distribution, which he refused to accept, as per chkr. in his favor filed July 21st 1875		1, 3	61
1876	Sept. 6	By amt. of distribl: shown of Mechanics & Mechanics Savings Bank & Norfolk		1, 16	17
		To paid said Bank lfe offsets	310	58	
		By amt. of distrl: shown of D. O. Pasternak, res. ord, because he was indebted to the est. in a greater amt. than his share		28	39
1875	Apr. 6	By amt. of assets as per Court Atkinson report filed July 3 ^d 1875		10952	94
		To amt. invested in U. S. Bonds under decree of July 1875	10,788	12	
		By amt. of further assets as per Court Atkinson report filed Oct. 9, 1875		3676	28
	Dec. 17	To amt. invested in U. S. Bonds under decree of Oct. 1875	3585	00	
	Nov. 13	By Cash of J. F. Gilliam on Post Card		81	00
	" 29	To Cash paid Norfolk Landmark	22	00	
	Dec. 8	By Cash of J. F. Gilliam on Post Card		260	92
	" 12	To Cash paid N. S. May for st.	74	67	
	" 18	" " " L. B. Edwards for st. for	3	00	
	" "	" " " G. R. Atkinson for st. for	70	00	
		Assets: carried forward	14883	37	15257 21

1878	Amk. brot. food	3728	54	4182	65
Jan. 14	To paid Jeff. & clk. fees	24	50	4207	22
Dec. 16	By Sip Mos. int. on U.S. bonds			88	50
" 27	" one year int. on do. in Washington			168	81
	To paid not. pub. fees (Chapman)	5	00		
1879	Jan. 8 By int. on U.S. Bonds			88	50
" 21	" Cash from sales of \$2100. ⁰⁰ of U.S. Bonds underdorm			2117	75
	" This amt being the coln of \$700. ⁰⁰ U.S. bond which was ^{credited} to Mr. Thoms, & transferred to Adams			705	25
29	By cash of D.C. Deas on the for Thoms tract, under resale the acct. of sale of \$100. ⁰⁰ Bonds included in the sale of \$500. ⁰⁰ Bonds standing in the name of John Thoms but which was bought and the funds of D.C. Deas By and of sale of \$100. ⁰⁰ U.S. Bonds to John Thoms. Money stand- ing in his name but bought with the funds of D.C. Deas Bal. for cont. on			354	00
				1010	00
		4117	54		
		18075	88	18075	88
				4117	54
	By bal. brot. down				
	By your prospect interest				
	To Cash. 1752.77	62	83		
	" Expense of Thoms underdorm occasions a. 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.	28	38		
	To Balance (4307.60	4372	17		
		44463	34	4463	34
		4398	77	4398	77

Wm E Adams

In acct with C. S. Thomas & B. Hayden M. P.

Trusting their trustees.

1844

Jan 30

By bal. in trustees hands &
this date per former report

138 68

By amt. of acct. as per

Cord. Atkinson's report filed

3rd Feb. 1845.

1740 39

To amt. invested in U. S.
in the name of James Thomas which property
appears in the name of Adams & Co. 1/45

1758 18

By this amt. of further acct.

as per acct. in Cord. Atk

inson's report filed Oct. 9/45

1802 75

To amt. invested in U. S. Bonds

under date of Oct. 1/45

1792 50

1844

Apr. 21

By amt. of int. collected on

U. S. Bonds under date of Oct. 1/45

for two years

289 43

~~354 00~~

June 17

To amt. invested in U. S. Bonds of

int. coll. under date of Oct. 1/45

150 50

1845

Dec. 1

" To do. in a bond of \$1875.00

paid Oct. 1/45 to N. P. Young

164 99

1846

May 12

By amt. of C. B. Hayden att. from

out of E. A. Jelloriff

211 40

Dec. 5

To paid Cord. Atkinson acct.

5 00

" " C. B. Hayden & R. S. Thomas

for acct. with Merchants &

Merch. Bank for services

50 00

1847

Mar. 22

" Paid Notary fees

1 50

1848

Jan. 11

" Amt. refunded N. P. Young

cash paid on Josiah

the
traged bought by W. E. Adams and
Thomas & Co.

62 75

Accts. carried forward

4182 65

1876	To a/c b'rt. from D.	1364 35	1579 77
Octo. 21	" paid K.K. Chapman on a/c for	30 00	
1877	Jan 2 By a/c b'rt. from G.S. Clarke on		
	the grove tract		1024 33
July 2	To paid Taxes on grove tract	15 30	
	" N.P. Young for Deed Wiley		
	& Clarke	10 00	
"	" K.K. Chapman Notary for	5 00	
Octo. 30	" a/c b'rt. refunded A.C. Goodrich		
	payment on Grove tract under		
	decree of court	124 66	
1878	June 1 By a/c b'rt. from D.D. on settlement		
	of rent & improvements on D.D.		10 02
Dec. 16	" int. on U.S. Bond (700.00)		31 00
" 27	" Do. Do. Washington		40 25
+ 879	July 1 " Do. on deposits in bank		25 50
" 8	" Do. " U.S. Bond 700.00		25 00
" 24	" " " " " " " "		705 25
" 24	" " " " " " " "		806 50
	" a/c b'rt. of J. A. Thomas on part		
	grove tract		200 00
	Balance forward	2052 35	
		3601 62	3601 62

To other a/c b'rt. from D.D. on settlement of rent & improvements on D.D.

in payment of J. Thomas' a/c b'rt.			
under decree of Oct. 1876	1010 10		
Balance forward	1042 21		
	3601 62	3601 62	
(Charge on D.D. on May 11, 1877)			

By Bal. b'rt. on		1042 21	
By from profits of a/c b'rt.			
on a/c b'rt. on deposits		154 07	
To Comm. on \$407.30 receipt			
from int.	3 20 35		
To expenses of various items			
on business of Trust	1416		
To Balance	1161 77		
	1161 77		
	68 28		
Correct Balance	1093 49	1196 28	1196 28
		68 28	
		1264 56	

James Thomas

In account with E. S. Thomas, C. B. Hayden &
J. S. Young, Trustees.

1894
June 30

By amt. reserved in trustees' hands
under decree of May term
1894, being Whitehead & Turner
pay receipt.

445 13

" amt. of appts as per court.

Atkinson's report filed Feb. 3. 1895

624 34

To this amt. invested under
decree of Feb. term 1895 in U. S. Bonds

599 37

" This amt. refunded to Whitehead &

Turner under decree of Oct. 1895

491 37

By amt. of further appts as per
acct. of in court. Atkinson's

report filed Oct. 9. 1895

345 36

To amt. invested under decree
of Oct. 1895 in U. S. Bonds

289 57

~~amt. invested on Jan. 1. 1896~~

~~under decree of Oct. 1895 in U. S. Bonds~~

~~164 99~~

~~Amount of interest collected~~

1894, Mrs. E. K. Chapman, Notary fees on pow. att. to Col. incl.

1 50

Apr. 21 By int. col. on U. S. Bonds under
decree of Dec. 1895 for two years

68 68

84 50

May 14 " " " " " " " "

52 96

July 27 " Amt. from E. M. Todd bal. and
the Constable's fees

28 08

Oct. 14 To paid R. E. Bryker Notary fees

1 50

Nov. 6 " " " " " " " "

1 06

" " " " " " " "

30 46

" " " " " " " "

1064 35

1099 77

To comm. on \$40.00,	
receipt from interest	30.85
" Expenses of Trusts during	
trans. in business of Trust	14.16
" Balance	116.74

3755 69 / 3755 69

1876	To amt. recd. from	8	1322	83	15	9	00
May 6	To paid for S. Edwards legal on the J. H. Adams tract	1	20				
	" Same to Treasurer	30	46				
Oct. 21	" paid S. H. Chapman same fees	30	00				
June 2	To amt. from S. H. Clarke on the same tract					1234	33
July 2	To paid to same on same tract	15	30				
	" S. H. Clarke for same by S. H. Clarke	10	00				
	" S. H. Clarke same as above	5	00				
Oct. 30	" Amt. returned S. H. Clarke present on same tract under decree of Court	134	06				
June 1	To cash from S. H. Clarke same as above under S. H. Clarke					10	00
Dec. 16	" int. on U. S. Bonds 8 th 77					21	00
" 21	" do. do. Washington					40	00
" 8	" do. do. U. S. Bonds					21	00
" 24	" Sales of U. S. Bonds for 6,000 ⁰⁰ under decree of Ct.					105	35
" "	" Amt. of J. O. Thomas on part same tract					200	00
	To this amt. paid for 6,000 ⁰⁰ U. S. Bonds purchased from J. O. Thomas to enable the treasury to receive what was required to be received in J. Thomas' estate under decree of Dec. 1878						
	By your order of interest on moneys on deposit			1010	10		
						154	07

James Thomas

In account with T. L. Thomas, C. S. Hayden
& H. S. Young, his Trustees
"J"

1874-

June 30.

By amt. received in trust
hands under decree of May
term 1874, being Whitehead
& Turner payment.

445 13

" amt. of appts as per com:
Atkinson's acct. filed
Feb. 3rd, 1875

624 24

To this amt. invested under
decree of Feb. term, 1875,
in U. S. Bonds.

599 37

" this amt. referred to White-
head & Turner, under decree
of Octo: 1875.

491 37

By amt. of another appt as
per acct. T, in com: Atkinson's
acct, filed Octo: 9th, 1875.

345 36

To amt. invested under decree
of Octo: 1875 in U. S. Bonds

239 00

1877

Mar.

" L. E. Chapman, Notary
for on power atty. to collect int.

1 30

Apr. 21.

By int. coll: on U. S. Bonds
under decree of Feb. 70 for two yrs.

87 00

May 17.

" do. do.

52 96

1876-

Jan. 27

" Amt. from E. M. Ford, bal?
on the Eastman tract

28 08

Feb. 10

To paid U. S. Co. (action notes) for

1 30

" Amt. received from -

\$1332 83 81 57 77

1879	Wats. brot. forward	\$3958 04	\$8095 88
Jan'y. 29	By year prop. of interest on		
	monies on deposit		345 50
	To coms. on \$1250. 71 (acc'ts.		
	of int. L.	62 83	
	" Expenses of Trustees on		
	several occasions on business		
	of Trust.	28 34	
	To Balance	4372 17	
		\$8421 38	\$8421 38

1875	Amounts paid forward	\$3809 29	\$4035 82
May 12	Paymt. of C. B. Hayden atty.		
	from suit vs. E. P. E. Morris		211 40
Dec. 5	Spd. Comr. - Atkinson's acct.	5 00	
	" C. B. Hayden & R. D. Thomas		
	for settlmt. with merchants &		
	much. Bank for services	50 00	
1877	Mar. 22 " pd. Notary fees	1 55	
1878	Jan. 14 " Mt. refunded - W. F. Thomas		
	cash paymt. on the Josiah		
	Thomas tract bought by Wm.		
	Thomas and resold	62 75	
	To Paid Shff. & Clerk's dues	24 50	
Dec. 16	Per sup. mts. int. on U. S. Bonds		78 50
" 27	" " " " " " " " " " " "		
	Washington		168 51
1879	Jan. 8 " pd. Not. cut. fees (Chapman)	5 00	
" 24	Paymt. on U. S. Bonds		58 50
" 29	" cash from sales of \$2100.00 of		
	U. S. Bonds under decree		2117 75
	Per cash of J. C. Durs on the		
	Jos. Thomas tract under resale		234 00
	Paymt. of sale of \$100.00 Bond in-		
	cluded in the sale of \$800.00 sold		
	standing in the name of James		
	Thomas but which was bought		
	with the funds of J. E. Adams		151 00
	Paymt. of sale of \$100.00 U. S. Bond		
	to Jas. Thomas already standing in		
	his name but bought with the		
	funds of J. E. Adams		1010 10
	Amts. carried forward	\$3958 04	\$8075 58

John E. Adams

In acct. with R. S. Thomas & B. Hayden and
W. F. Gouge his trustees.

"H"

1874

June 30	Bal. in Trustee's hands at this date, per former report By amt. of acct. as per Mr. Atkinson's report filed 3rd. Febr. 1875.	138 68
	To this amt. invested in U. S. Bonds in the name of James Thomas which properly should have been in the name of Adams & E. under decree of Febr. 1875.	1740 39
	By this amt. & further acct. as per acct. & in U. S. Bonds upt. filed Febr. 1875.	1738 18
	To amt. invested in U. S. Bonds under decree of Febr. 1875.	1802 75
1877 Apr. 21	By amt. of int. collected on U. S. Bonds under decree of Febr. 1875. for two years.	1792 50
June 7	To amt. invested in U. S. Bonds & int. coll. under decree Febr. 1876.	337 00
	To do. in a bond of \$150.00 in James Thomas name which properly should have been in J. E. Adams name.	110 00
	To paid. Chgs. for W. F. Gouge	164 99
1875 Dec. 1	To paid. Chgs. for W. F. Gouge	3 62
	Bal. carried forward	4035 82

Thomas & Adam
Inmates

✓

Folk et al

— " —

"Accounts" G. H. & J.

with Receipts

Filed July 12-1879

1879

1878	Sept. 16	Ans'd. Brought forward.	\$ 16397 65	\$18768 11
		To A. P. Young fees	21 43	
	Dec 5	By cash of R. S. Thomas Hopkins Trustee & Herman Harb.		202 42
	" 16	" interest on U. S. Bonds		396 00
	" 27	" Do. " Do.		756 00
		To E. H. Chapman Attorney fees	5 00	
1879	Jan. 7	By int. on U. S. Bonds		396 00
	" 9	" cash from C. B. Humphreys - 2 on sale of the R. S. Edwards Humphreys land.		334 67
	" 24	" sales of (\$3000.00) U. S. Bonds under de. of Oct. 1878		3025 00
	Feb. 18	" cash of R. S. Thomas, R. Harb & F. W. Hopkins trustees		25 00
		By your propn. of int on 3 moneys on deposit		1024 54
	March 5	By amt. from C. B. Hay in from 3 rd distribution of R. S. Thomas less charges in that & Harbans suit		549 30
		To commission on \$5355.00	267 77	
		" expenses of Trustees to collect on services of int. on various occasions.	42 50	
		Bal. per contra.	\$8782 69	
			\$25517.04	\$25517 04

\$25517.04-

1875					
Dec 17	Amount brought forward	\$14558 37	\$14558 37	21	
1876					
Jan 4	By cash of C. B. Hayden atty.				
	from H. B. Thomas trustee		441	64	
	" Do. of Do. in suit against W. H. B.		232	00	
" 31	" Do. of Do. " " " " " "		87	47	
July 9	" Do. " Do. on claim W. B. B. & B. B.		100	25	
" 10	Do cash paid E. B. Boykin aty. Deeds	3	00		
Apr 12	By amt. from C. B. Hayden atty.				
	from H. B. Thomas trustee }		291	60	
May 20	By id. taxes on Richd Edwards land	21	10		
June 10	By cash of C. B. Hayden atty. on				
	claims vs. Edwards & co. }		122	86	
Dec 9	Do paid E. B. Atkinson com. fee	20	50		
1877	" " Atty fees	13	00		
Mar 22	By cash collected on W. F. B. B.				
Apr 21	under decree of Oct. 1876 }		1842	87	
June 5	Do amt. collected on W. F. B. B. B. B.	13	20	00	
	" paid C. B. Hayden com. on int.	22	38		
	" " A. P. Young Do.	22	38		
	" " R. L. Thomas Do.	22	33		
	By cash of A. P. Young from Est.?				
	of A. B. Latimer Gal. }		22	81	
	" amt. from E. B. Boykin trustee		85	60	
July 18	Do paid Clerk's fees &c	44	99		
Dec 12	" " Shff. Do. &c	51	00		
1878					
June 21	By cash of C. B. Hayden atty. from				
	claims vs. Henry Barnes, B. F. }				
	Wright & co. }		289	67	
July 2	" Do. from Do. in suit against				
	vs. Carson & co }		246	13	
" 12	" cash of E. B. Boykin's trustee		9	36	
	Am't. carried forward.	\$16397 60	\$18708 11		

James Thomas & Jno. Edwards merchants
 in acct with St. James C. B. Bayden & Chas. Young Jun. Trustees
 "G"

1874

June 30

By amt. of Hon. A. Hamilton
 distribut. share in bank distribu-
 tion, which he refused to accept,
 as his shs. in said bank
 filed \$27-44 + \$10-70

48. 61

By amt. of distribut. share of
 Merchants & Mechanics' Savings
 Bank at Brooklyn

416 17

1875
 Feb. 6.

To said bank less of said 310 58

By amt. of distribut. share of S. B.
 Carter, record because he was
 indebted to the est. in an
 amount more than his share.

28 29

By amt. of assets as per court

1875
 Apr. 6

Atkinson's report filed Feb. 3rd 1875

10,912 94

To amt. invested in U. S. Bonds
 under decree of Feb. 1875

10,788 12

By amt. of further assets as per
 act. S. court Atkinson's report filed Oct. 9, 1875

3676 28

Dec. 17.

To amt. invested in U. S. Bonds
 under decree of Oct. 1875

3085 00

Nov. 12.

By cash of J. L. Williams on "Post bank"

81 00

" 20.

To cash paid Prof. Landmark.

22 00

Dec. 8.

By cash of J. L. Williams on "Post bank"

260 92

" 12.

To cash paid St. P. Company for &c.

74 07

" 15.

" " " L. R. Edwards chff. fees

5 00

" "

" L. R. Atkinson comm. fees

70 00

Am't. carried forward. \$14835 37 10459 21

An account of all Debts and demands due by James Thomas and John
 & Adams, individually and as late partners under the style of
 Thomas & Adams after deducting all payments from all sources

A

Debts due by James Thomas individually

N. P. Young trustee of Josiah Thomas against
 Judson against J. D. Henderson and James Thomas
 after deducting \$146²⁶ paid by James Thomas trustee
 June 30th 1874

350 64

Interest to November 30th 1878 at 6%

92 92 443 56

Hayden

Elizabeth Daniel. Bond of account 18th 1871

55 00

Interest at 6% to November 30th 1878

23 92 78 92

Thomas

Whithead & Transit. Notes endorsed by J. D. Boykin

or \$1200 due March 11th 1870 subject to the following

credits from J. D. Boykin \$125 on May 27th 1874 \$30²⁶

March 2nd 1876 \$80⁶² May 20th 1877 \$9⁵⁸ June 20th 1878 \$109²¹

Distribution of Thomas & Adams.

Balance of Prin

998 74

Balance of Interest

139 21 1137 95

Sam

A. Atkinson & Co. & Atkinson

Bond

39 87

Interest 6% from November 3rd 1872

14 54 54 41

Swank

Merchant & Merchants Savings Bank of Chicago Note of

\$700 J. D. Boykin payable to John & Adams & endorsed by

John & Adams James Thomas & D. B. Casters credited May 27th 1874

69⁴⁹ Feb 2nd 1875 \$16⁰⁰ May 20th 1877 \$43⁵⁶ June 20th 1878 \$6³⁰ Balance of Prin

584 97

Balance of Interest to Nov 30th 1878

111 40 796 37

Atkinson

Hardy & Co. ap. w. Bond of John D. Boykin James Thomas

and others due June 13th 1860

231 40

Interest to November 30th 1878

256 35 487 75

Amount forward

2998 96

Amount brought forward

2998 96

J. B. Goodrich. Bond of James Thomas & Adam Adams
credited \$340⁰⁰ 1st Dist due June 17th 1872

2000 00

Balance of Interest at 10%

954 48 2954 48

James F. Whitley assigned of R. F. James balance due Dec
ember 1st 1871

559 00

Interest at 10% to November 30th 1878

276 78 935 78

Wages

Thomas & Adams trustees as assignees of R. F. James note of
J. B. Goodrich & James Thomas credited May 27th 1874 \$1,583⁰⁰

March 2nd 1875 \$3. May 20th 1877 \$10 June 20th 1878 Balance

144 45

Balance of Interest at 10%

82 79 227 24

Same

Same assigned of R. F. James. Note of J. B. Goodrich & James
Thomas for \$1000⁰⁰ due January 22nd 1873 credited May 27th 1874

\$100⁰⁰ March 2nd 1875 \$24. May 20th 1877 \$68 June 20th 1878 Balance

986 75

Balance of Interest at 6%

166 55 1153 30

Clubs

Same assigned of R. F. James. Bond of J. B. Goodrich & James
Thomas for \$1000 with interest at 12% dated June 20th 1871

& payable June 20th 1872 credited May 27th 1874 \$115. Feb 2nd 1875

\$27⁵⁰ May 20th 1877 \$77³⁰ June 20th 1878 \$8⁰⁰

1000 00

Balance of Interest

544 59 1544 59

Bank

Merchants & Mechanics Savings Bank of New York. Note of
Adams & Pay in liquidation endorsed by J. B. Goodrich, D.

S. Putnam & James Thomas credited May 27th 1874 \$54⁰⁰ Feb

2nd 1875 \$8 May 20th 1877 \$20 June 20th 1878 \$2⁶⁴

530 54

Balance of Interest

53 16 383 70

Bank

Same. Note for \$800 made by John C. Adams payable to
James Thomas & endorsed by James Thomas, J. B. Goodrich & James

J. B. Goodrich due Feb 2nd 1873 with interest at 10% credited Apr 3rd

1873 \$114 Balance \$68⁰⁰ less \$288⁰⁰ for stock & \$68⁰⁰ 1st Distribution as

of Feb 4th 1876 & paid by Goodrich trustees Feb 4th 1876 \$46⁰⁰ Feb 2nd 1877

371 80

\$23⁵³ June 20th 1878 \$2¹⁴ Balance

Balance of Interest to November 30th 1878

796 6 451 46

Amount forward

10649 51

Amount brought forward

11649 51

Bank

Merchants & Mechanics Savings Bank of Norfolk, Note of John
 & Adams payable to James Thomas as endorsed by James Thomas
 S. S. Stephen & D. B. Pasture for \$500 with interest at 10% from
 July 19th 1873 costs of Protest \$2²⁹ credited \$264⁰⁴ \$18³⁶ 39⁹⁹ Feb 4th 1876
 \$21⁷³ Mch 27th 1877 \$2⁵² June 20th 1878

415 13

Balance of Interest

92 90

518 01

Same

Same Bank. Note of same payable to same & endorsed by
 James Thomas S. S. Stephen & D. B. Pasture for \$450. Interest at 10%
 from July 1st 1873 costs of Protest \$2²⁹ credited \$178⁸⁶ \$44²⁰
 \$30²⁸ Feb 4th 1876 \$15⁴⁷ Mch 2nd 1877 \$1⁸⁴ June 20th 1878

312 03

Balance of Interest

69 75

381 78

Thomas

Ab Thomas. Bond of James Thomas for \$1000 with interest at 12% from May 1st 1873 credited June
 30th 1874 \$162⁷⁴ May 27th 1874 \$114⁸² Mch 2nd 1875 \$29⁸⁰ May 20th
 1877 \$78⁶⁶ June 20th 1878 \$8⁹⁹

352 39

1386 90

Balance of Interest

404 51

Hayden

B B Hayden for amount paid by him as endorser for
 Thomas & Adams on Note to Norfolk Loan & Trust Co. of \$28²⁸

1st Distribution. bal.

164 09

Interest from June 30th 1874

43 48

207 67

Same

Same for amount paid by him as endorser for Thomas
 & Adams on Note due to Burrup Bros & Co being part
 of \$1177²⁹ charged in the account of Thomas & Adams
 debts left \$1107⁹³ 1st distribution

626 40

Interest from June 30th 1874

162 86

789 26

13923 03

An account of the pro rata amounts paid by James Thomas Trust
as to his estate under decree of October Term 1878.

Amount in the hands of the trustee for distribution		1161 77
7	to paid A. P. Young trustee for James Thomas Trust	443 36
		<u>718 41</u>
H.	to paid Elizabeth Daniel	4 65
J.	to " " Whithead & Turner lrp to A. distribution	56 22
J.	to " " Whithead & Turner lrp of A. distribution	3 32
S.	to " " Merchants Mechanics Savings Bank of Norfolk	46 48
A.	to " " Henry B. Brown	28 49
	to " " O. C. Woodcock lrp to A. distribution	145 48
	to " " James M. Whiting James L. Whitley	54 62
H.	to " " Thomas & Brown Trustees of W. W. for	13 30
J.	to " " Same " " Henry Jones	67 32
	to " " Same " " George H. Clarke	90 12
S.	to " " Merchants Mechanics Savings Bank	22 42
S.	to " " Same lrp to A. distribution	22 33
S.	to " " Same " " "	25 13
S.	to " " Same " " "	15 89
J.	to " " R. S. Thomas	68 49
H.	to " " C. B. Hayden	12 15
H.	to " " Same lrp to A. distribution	39 00
		<u>718 41</u> 718 41

we the undersigned have respectively received from the
trustees of James Thomas under the Decree of October
Term 1878 the amounts in the ^{above} statement opposite our respec-
tive names

A. P. Young trustee for James Thomas	443 36
Elizabeth Daniel per C. B. Hayden atty	4 65
W. W. Cope per C. B. Hayden atty -	13 30
C. B. Hayden	12 15
C. B. Hayden	39 00
Whithead & Turner per R. S. Thomas atty	56 22
A. Atkinson per R. S. Thomas atty	3 32
R. S. Thomas	68 49

Receipts continued

Henry Jones

Geo R Arknesson Atty for Bridge & Box

Geo R Arknesson " "

67 32

2849

(B)

Debts due by John G. Adams individually

Hayden	Samt Howard & Co	Account for	338 58	
	Interest from Decr 10 th 1872 to November 30 th 1873		119 53	453 11
Same	From W. Jordan & Co of N. H. Jordan Bond signed by W. H. Thomas & John G. Adams held by C. B. Hayden her admr.		36 98	
	Interest from March 10 th 1865-		8 07	450 05
	Mills & Powell & Co of N. H. Powell Bond of for stock moneys to H. Jordan & Co of N. H. Thomas & John G. Adams		600 00	
	Interest from November 14 th 1872		197 62	797 60
Thomas	W. A. H. H. & Co	Note	248 45	
	Interest at 6% from 5 th March 1873		85 51	333 96
Same	Thomas & Co	Account for	12 80	
	Interest at 6% from 5 th December 1872		4 67	17 27
	John Edwards Bond of N. H. H. H. & Co Adams for \$557 sealed to		264 74	
	Interest 6% from April 10 th 1865-		215 00	477 74
Thomas	Whithead & Turner: Note for \$1500 as ordered by S. H. Taylor & assigned to Thomas & Adams trustees dated March 7 th 1874			
	\$125 ⁰⁰ Nov 2 nd 1873 & 50 ⁰⁰ Jan 26 th 1874 & 85 ⁴² June 21 st 1878			
	& 9 ²⁸ & 169 ⁹¹ paid 30 th 1874		998 74	
	Balance of Interest at 6%		539 21	1137 95
Same	W. T. H. H. & Co	Note for	125 00	
	Interest 6% from 20 th Oct 1873		43 53	168 33
Same	Same	Note for	12 5	
	Interest 6% from March 5 th 1873		42 95	167 95
Same	Same	Note for	527 32	
	Interest 6% from July 1 st 1873		184 34	711 66
	Amount forward			

Amount brought forward

Same	Sety Bros	Note	for	246 21	
	Interest from April 10 th 1870			83 30	329 51
Same	Harbunay & Whitehill	Account	for	194 42	
	Interest 5% from Decr 2 nd 1872			64 92	264 34
Thomas	Ashton & Emerson	Account	for	34 75	
	Interest 5% from Sept 8 th 1872			12 83	47 58
Same	Hutt & Knight	Account	for	15 22	
	Interest from Augt 3 rd 1872			5 78	21 00
Same	Davis & Bee	Account	for	6 20	
	Interest from August 1 st 1872			2 35	8 55
Same	A. Atkinson	Note for \$100	due 7 th Jan'y 87 at 10% Int. credited 10 th Jan'y 28 th 1870. Bal	82 40	
	Interest at 10% from Jan'y 28 th 1870			48 18	130 58
Hayden	Geo. W. Pitt assigned for A. W. White	Note	for	67 74	
	Interest 5% from March 18 th 1870			38 45	106 19
Same	G. Vance & Co.	Account	for	88 25	
	Interest 5% from July 12 th 1870			33 80	122 05
Same	D. S. Glean & son	Account	for	17 47	
	Interest 5% from Decr 10 th 1872			6 25	23 72
Same	M. A. & Co. & son	Account	for	23 83	
	Interest 5% from Jan'y 1 st 1870			8 46	32 29
Same	Sarah A. Glen, Judgment against G. H. Valentine & John Adams		200 00		
	Interest from April 4 th 1860 up to Decr 1 st 1874				
	\$151 ⁷ up to 8 th 1874			159 56	359 56
Same	C. B. Hayden Receiver of Judgment against John Adams & John Adams for \$355 with Interest at 5% from Jan'y 1 st 1873, subject to credit of \$500 from 21 st 1873 + \$22 ¹³ Decr 15 th 1873			316 42	
	Interest from Decr 15 th 1873		94 ¹³ 8-	112 13	418 55
	Amount forward				6174 52

617454

73 78

1876

34 53

68497

79637

3311 54

38360

218 90

7680 29570

Two or

295448

23603

7858 31461

20905

70 45 279 50

4782

2564 7346

Amount brought forward

27

Fanner & Merchants Savings Bank, Note of \$1000
 endorsed by John Anderson, collected & paid by Thomas &
 Adams for \$791⁴⁰ with interest at 3% from 15th July 1873
 credits made \$4884²³ March 20th 1874 \$20¹⁶ May 20th 1874
 \$57⁹² June 20th 1874 \$43⁴³ June 2nd 1874 \$184²⁵

974 02

Balance of Interest

363 97 1087 99

Alkinson

Gloucester & Griffiths for the W. & L. account

145 33

Interest from Jan 1st 1873

51 35 196 68

Good

Discharge of execution for the W. & L. account &
 for the W. & L. account of the W. & L. account
 of April 23rd 1873 for

497 00

With Concord Interest from March 1st 1873 to December
 27th 1873, added to the Interest from April 17th 1871 to
 April 10th 1873 - \$103²⁰ paid April 10th 1873

Interest to December 31st 1873

515 24

Gift of Gift

3 70 1011 54

Thomas

John Thomas & Co. for the W. & L. account
 & Adams for

34 88

Interest 3% from 15th December 1872

12 44 47 19

W. & L. account, Note of \$1000 & Adams & Co. as trustees
 Adams & Co. for \$1000 with interest at 3% from July 25th
 1873 credited \$50 July 20th 1873

552 50

Interest from July 20th 1873

191 53 744 03

Joseph H. Dyer, Esq. of the W. & L. account
 March 4th 1874 against the W. & L. account & Adams & Co. id
 to a credit of \$1⁴⁴ and Dyer & Co. \$24⁶⁵ which sum E. & A.
 and is chargeable with one half of the Dyer & Co. commission
 of \$12³² the other half of \$12³² Interest from July 10th 1873

47 33

Balance of Interest

11 23 54 56

Amount forward

1865 82

Amount brought forward

Same Judgment of same Court on same day against
same for \$400 with Interest from August 15th 1867 ^{8.86}
credited \$112⁹⁰ Dec 2nd 1878 John & Adams half as above 200 00

Balance of Interest

83 44 283 44

Same Judgment of same Court on same day against
same for \$300 with Interest from 28th June 1867 ^{8.86}
credited \$88⁴⁸ Dec 2nd 1878 John & Adams half as above 150 00

Balance of Interest

69 24 219 24

Same Judgment of same Court on same day against same
for \$575 with Interest from July 5th 1865 ^{8.86} credited
\$147⁷² Dec 2nd 1878 John & Adams half as above 256 50

Balance of Interest

121 31 377 81

John A. Galtner Account for

134 26

Interest from 24th January 1870

47 12 181 38

James F. White a friend of John & Adams Bond of John
& Adams + James F. White Balance

659 00

Interest 10% from Dec 1st 1871

276 78 935 78

Thomas

James F. White

Account for

19 25

Interest 5% from Aug 1st 1870

6 74 25 99

Same

J. F. White

Account for

39 70

Interest 5% from Oct 15th 1872

16 17 55 87

Same

E. F. Wainwright & Co

Account

43 00

Interest 6% from Oct 16th 1872

18 38 61 38

Same

E. C. Downing

Account

14 00

Interest 6% from June 23rd 1870

4 91 18 91

Same

S. S. Boykin's Trustees

Account

102 04

Interest 6% from Aug 1st 1870

36 32 138 36

Same

Exchange National Bank, N.Y. City. Note of J. B. Jackson for
\$300 payable to order of S. S. Boykin + endorsed by J. B.

Amount forward

Amount brought forward

2995.00

Doyle, John C. Adams due July 20th 1873 credited May 4th 1873
 \$15²⁴ Balance \$10¹² credited May 27th 1874 \$14⁰³ March 2nd 1875 \$1⁹⁰ May 2nd 1875

20th 1877 \$22¹⁴ June 20th 1878 \$2³⁴ Balance 327 46

Balance of Interest at 6% 55 31 382 75

Hayden

Marie Ann Turner Paid 125 00

Interest 5% from Jan 1st 1872 49 18 174 18

Thomas

Dr Thomas, Board of Union Turnpike Co. Adams & Co. Boston
 & Co. for \$1000 with interest at 12% from March 1st 1873
 credited \$152 paid June 20th 1874 by Thomas & Co. Adams
 balance March 2nd 1874 \$14⁰³ March 2nd 1875 \$1⁹⁰ May 2nd 1875
 1877 \$22¹⁴ June 20th 1878 \$2³⁴

982 39

Balance of Interest 404 51 1386 90

Smith

Richards & Richman Longest Bank, Note for \$800 made
 by John C. Adams, payable to Union Turnpike Co. Adams & Co.
 Jan. Thomas, 10th Nov. 1873, \$1000 & Co. Adams & Co.
 March 31st 1874 with interest at 12% credited. Paid 7/3/114¹⁰
 Balance \$685² Feb 28th 1875 for Stock \$408⁵¹ Feb 4th 1876 \$46⁹ July
 4th 1876 \$28⁵³ Mar 20th 1877 \$2¹⁴ June 20th 1878

371 80

Balance of Interest 79 66 457 46

Thomas

Dr Adams & Co. Account 103 70

Interest 5% from Feb 14th 1873 36 05 139 75

Hayden

OB Hayden's personal paid by him to Adams & Co.
 Thomas & Adams & Co. due to Adams & Co. & Co. in
 part of \$1177²⁹ (this is a record of debt of Adams
 & Adams) Feb 10th 1873 1st Distribution

626 40

Interest from June 20th 1874 162 86 789 26

20288 28

Account of the for data amounts due the creditors of John Edwards

	Amount in hands of Trustees for distribution		4372 17
Hogden	To Samuel Pearson Co	103 85	
Same	" Amelle Jordan Esq of W Jordan	10 23	
H	" Mills & Powell Esq of Wt Powell	181 05	
Same	" John Walker Esq	75 80	
Same	" Thomas Gore	3 92	
	" John Edwards and Edwards by G Muddell	108 44	
Same	" Whithead & Turner	218 65	
Same	" W T Harrison & Co	38 20	
Same	" Same	38 11	
Same	" Same	161 54	
J	" Gutzkow	74 79	
J	" Chaismant Whitehill	60 00	
H	" Ashton & Emmerton	10 79	
J	" Pratt & Knight	4 76	
J	" Davis & Son	1 94	
J	" A. Whitson	29 63	
H	" Geo W Smith Esq agent of A W White	24 09	
H	" S. Vance & Co	27 69	
H	" J. L. Cherry Son	5 38	
H	" R. B. & Co. & Co.	7 33	
H	" S. L. Clay	81 61	
H	" B. B. Hogden & Co.	95 00	
H	" John G. Waddle	16 84	
H	" Same agent of Jas T Edwards	42 45	
J	" Ashtons agent of W. J. Johnson	8 97	
S	" Merchants & Mechanics Savings Bank	180 76	
S	" Same Bank	87 09	
J	" W. T. Harrison & Co	57 11	
H	" R. B. Corroch	568 04	
	" Same	71 41	
H	" S. F. Tate & Co	63 43	
H	" S. L. Clay	16 67	
A	" Charles H. Wright for his balance	44 64	
	Amount Forward	2631 21	4372 17

2530 21 4372 17

Q To Merchants Execution for H. A. Wygant and M. Berger
and F. A. his wife

229 61

J. E. Allen Esq of James L. Allen

10 43

Y. H. Young

169 89

S. J. Buck

13 07

" Same

64 33

" Same

50 65

" Same

85 75

A. Farmers & Merchants Savings Bank

235 61

" John A. Granting Paired 2H Swatney

41 17

" James B. Whittier James H. Whitley

212 41

" James C. Johnson

5 90

" H. H. Huthamer

12 23

" C. H. Hammond Esq

13 93

" E. C. Durning

4 29

" S. H. Boyden

31 41

" Exchange National Bank

86 87

" Hardy & Son Turner

38 53

" C. A. Thomas

266 49

" Merchants & Mechanics Savings Bank

86 74

" W. A. Atkinson

31 72

" C. H. Boyden

15 64

4372 17 4372 17

We the undersigned have respectively received the from the
trustees of John E. Adams under the Decree of October
Term 1878 the amounts, or amounts in the above state-
ment appropriate in respective names.

A. S. Young

168 88

Samuel B. Swan Esq C B Hayden Atty

103 83

Sam M. Jordan Esq C B Hayden Atty

10 23

Wm. C. Bond Esq C B Hayden Atty

181 03

L. B. Burt Esq C B Hayden Atty

24 09

C. B. Bond Esq C B Hayden Atty

27 69

C. B. Bond Esq C B Hayden Atty

5 37

M. A. & C. A. Santos	C. B. Hayden atty.	7	33
Samuel A. Eley	C. B. Hayden atty.	81	11
C. B. Hayden Treasurer		9	500
Mrs. F. Wemble	C. B. Hayden atty.	16	84
Mrs. F. Wemble agent	C. B. Hayden atty.	42	45
E. P. Felt	C. B. Hayden atty.	63	43
E. L. Eley	C. B. Hayden atty. per order	10	27
Manly American	C. B. Hayden atty.	38	53
C. B. Hayden		157	64
Ashcroft & Emmerson	C. B. Hayden atty.	10	79
Hoak Walker & Co	per R. S. Thomas atty.	75	80
Thomas & Co	per R. S. Thomas atty.	3	92
Whitford & Jenson	per R. S. Thomas atty.	218	65
W. J. Harrison & Co	per R. S. Thomas "	38	20
do	do	38	11
do	do	161	54
Gutz Bros	per R. S. Thomas atty.	74	79
Watt & Knight	per R. S. Thomas atty.	4	76
Davis & Bow	per R. S. Thomas "	1	94
A. McInerney	per R. S. Thomas "	29	63
A. McInerney Jr	per R. S. Thomas "	8	97
W. J. Harrison & Co	per R. S. Thomas "	67	11
Ellen P. Wilson Ex ^t	per R. S. Thomas atty.	10	73
James A. Johnson	per R. S. Thomas "	5	90
H. Wertheimer	per R. S. Thomas "	12	23
C. F. Greenwood & Co	per R. S. Thomas atty.	13	93
E. C. Deming	per R. S. Thomas atty.	4	29
S. G. Boykins Trustee	per R. S. Thomas atty.	31	41
Exchange National Bank	per R. S. Thomas atty.	86	87
R. S. Thomas		266	49
A. McInerney	per R. S. Thomas atty.	31	72
Hartman & Whitwell	per R. S. Thomas atty.	60	60
Wells & Wells	" G. R. Arkness atty.	46	64
Pinney, Merchants Express Bank	G. R. Arkness "	23	561
Joseph H. Duck	C. B. Hayden atty. (Total)	213	80

181-

181-

		Amount brought forward		3764 33
Thomas	12	J. A. Hardy & Sons Note for \$1277 ⁰⁰ with Interest at 10% from 3 rd July 1876 less \$228 ²³ 1 st Distribution	1366 03	
		Interest from June 30 th 1874	603 32	1969 35
Samu	13	Whitehead & Brickhouse Note for \$250 due 1 st July 1873 less \$39 ⁵² 1 st Distribution	231 42	
		Interest at 5% from June 30 th 1874	61 32	292 74
	14	John H. Chapman Note for \$200 in Gold with Interest 8% from March 23 rd 1871 less \$60 ⁴³	330 00	
		Interest 8% from March 23 rd 1871 less \$60 ⁴³	143 51	472 51
	15	James Reid & Co. Note for \$50 with Interest at 6% from July 4 th 1873 less \$7 ⁹⁶ 1 st Distribution	46 31	
		Interest from June 30 th 1874	12 27	58 48
	16	Same Note for \$80 with Interest at 6% from March 26 th 1873 less \$7 ⁷⁴ 1 st Distribution	16 35	
		Interest from June 30 th 1874	12 20	58 25
	17	Same Note for \$28 ⁸⁷ with Interest at 6% from January 21 st 1873 less \$4 ⁸⁷	26 45	
		Interest from June 30 th 1874	7 09	33 84
	18	H. & J. Edwards Note for \$100 with Interest at 6% from June 1 st 1872 less \$16 ³⁹ 1 st Distribution	45 92	
		Interest from June 30 th 1874	25 32	121 24
	19	Paris & Bro. Note for \$15 ³⁵	20 00	
		Interest 12% from July 23 rd 1873 less \$15 ³⁵	60 33	160 93
	20	S. March & Co. Note for \$241 ²⁸ with Int at 9% from Aug 25 th 1873 less \$50 ¹⁵ 1 st Distribution	230 64	
		Interest from June 30 th 1874	82 67	313 31
	21	John G. Samson Note for \$102 ⁵⁶ with Interest from July 6 th 1873 at 5% less \$10 ²¹ 1 st Distribution	94 06	
		Interest from June 30 th 1874	25 16	120 12
		Amount forward		7364 90

Amount brought forward

1364 90

22 H. P. Mitchell Note for 100 00

Interest 10% from January 1st 1872 up to 8th 1874 52 40 52 40

23 Same Note for 100 00

Int 10% from Aug 8th 1871 up to 5th 1874 52 40 152 40

24 Ochs & Son's Note for \$90 with Interest at 6% from October 3rd 1872 until October 14th 1873 \$20 (Oct 31st 1872) \$21 June 30th 1874 \$5⁰⁸ 1st Distribution 47 26

Interest from June 30th 1874 12 22 59 48

Thomas 25 Davis & Son's Account due 5th January 1872 for \$107⁸¹ with Interest at 6% up to \$18⁰² 1st Distribution 106 32

Interest from June 30th 1874 28 17 134 49

Same 26 Nine & Son's for his wife & daughter Account for \$18⁰² with Interest from December 1st 1872 up to \$2⁵⁵ 1st Distribution 16 90

Interest from June 30th 1874 4 67 21 57

Same 27 Same as above & H. & Son's Note for \$73 with Interest at 6% from June 1st 1872 until June 6th 1873 \$10 June 30th 1874 1st Distribution of 10⁷⁹ 64 27

Interest from June 30th 1874 17 53 81 80

Same 28 Olga Boyer Account for \$22 with Interest at 6% from Nov 5th 1872 up to \$5⁵² 1st Distribution 20 55

Interest from June 30th 1874 5 34 26 89

Same 29 The Putney of St. Owen & Son's Account for \$143⁵² with Interest from April 13th 1872 up to \$23⁷⁴ 1st Distribution 134 23

Interest from June 30th 1874 34 51 164 74

Same 30 Hoffman & Co Account for 114 79

Int from Dec 29th 1871 up to 24th 1873 1st Distribution 36 40 181 19

Same 31 First National Bank of St. Louis sold & assigned to Thomas & Adams trustees for \$7⁰⁰ with Interest at 6% from July 21st 1872 until May 27th 1874 \$7⁸⁵

Amount forward 8338 16

Amount brought forward

8338 16

31 March 2nd 1875 \$1.⁹³ May 20th 1877 \$8²⁷ June 20th 1878.⁶¹
June 20th 1874 \$11⁶⁷

68 45

Balance of Interest

10 24 78 69

Same 32 B S Thomas, Bond of James Thomas John Q Adams & L
Soykin & N S Young for \$1000 with Interest at 12% from May
1st 1872 subject to credits of \$114²⁷ May 31st 1874 \$37²⁰ March 2nd 1875
\$78⁶⁶ May 30th 1877 \$8²² June 20th 1878 \$163⁷⁴ 1st Distribution

982 39

Balance of Interest

404 51 1386 90

33 Thos A Harder & Sons Note for

229 37

Interest 10% from July 29th 1872 less \$35⁵⁴

109 79 339 16

34 Same Note for

71 50

Int 12% from May 30th less \$12²⁶

43 01 114 51

Thomas 35 Nathaniel Henry Note for

171 30

Interest 10% from June 5th 1872 less \$29²⁰

81 38 252 68

Hayden 36 Sarah A Gley Note for

527 00

Interest from Nov 20th 1867 less \$500 of May 1st

1872 + \$100²³ 1st Distribution

198 17 725 17

Same 37 James G Jones Note payable in cash with

103 00

Interest 6% from July 1st 1869 less \$14⁹⁸

40 60 140 60

38 John Edwards Note for

171 95

Interest 6% from Sept 19th 1868 less \$34⁰²

71 67 243 62

Thomas 39 E H Jones Note

500 00

Interest 10% from March 18th 1872 less \$88³²

115 13 615 13

Hayden 40 Marietta Hise. Note of S B Byrkins & Thomas Adams held by
Thomas & Adams trustees here assigned for \$1000 with Interest
at 10% from October 2nd 1871 less \$100⁰⁰ 1st Distribution and the
following amounts paid by S B Byrkins trustees May 31st 1874
\$116¹⁶ March 2nd 1875 \$28¹¹ May 31st 1877 \$99²² June 20th 1878 \$8²⁸

989 69

Balance of Interest to Nov 30th 1877

320 59 1310 28

Amount carried forward

12542 90

		Amount brought forward		3544 90
Same	41	Broughton & Maltby account for	27 97	
		Interest 5% from Jan 1 st 1871 to Sep 22 nd 1873	58 13	166 10
	42	Emma Jordan Note for \$581 ⁸⁰ Oct 21 st 1870 credited Jan 20 th 1873 \$175 ⁷⁴ 1 st Distribution \$15. ⁸⁰	449 78	
		Interest from Jan 20 th 1874	119 19	568 97
	43	James G. Leigh & Bro. Note for \$150 with interest at 6% from Jan 28 th 1873 to Feb 23 rd 1 st Distribution	139 06	
		Interest from Jan 20 th 1874	36 85	175 91
	44	W. F. Allen & Co. Note	216 30	
		Interest 12% from Apr 15 th 1872 to Apr 30 th 1873	132 80	349 10
	45	Same Note	216 66	
		Interest 12% from Apr 15 th 1873 to Apr 30 th 1874	132 71	349 87
	46	Same Note	217 01	
		Interest 12% from Apr 20 th 1873 to Apr 30 th 1874	132 62	349 63
	47	Same Note	215 94	
		Interest 12% from May 10 th 1872 to Apr 30 th 1873	132 76	348 70
Thomas	48	W. J. Harrison Note for \$300 due July 9 th 1873 to Apr 30 th 1874 1 st Dist.	276 63	
		Interest 5% from Jan 20 th 1874	73 34	349 93
Same	49	Same, Note for \$900 due July 21 st 1873 to Apr 30 th 1874 1 st Distribution	831 39	
		Interest 5% from Jan 20 th 1874	220 31	1051 70
Same	50	Same, Note for \$500 due July 21 st 1873 to Apr 30 th 1874 1 st Distribution	266 68	
		Interest 5% from Jan 20 th 1874	70 66	337 31
Same	51	Same, Note for \$279 due Nov 5 th 1873 to Apr 30 th 1874 1 st Dist.	287 87	
		Interest 6% from Jan 20 th 1874	68 33	326 20
Same	52	Same, Note for \$500 due Dec 24 th 1873 to Apr 30 th 1874 1 st Distribution	46 17	
		Interest 6% from Jan 20 th 1874	12 23	58 40
Same	53	J. G. Thomas, Note for \$580, Interest at 12% from March 21 st 1873 credited \$280 Jan 31 st 1873 \$48 1 st Dist. \$33 May 27 th 1874 \$15 ²⁸ March 2 nd 1875 \$45 ⁹⁶ May 20 th 1877 \$4 ⁸⁵ June 20 th 1878	292 02	
		Amount forward	292 02	1797 62 2

Summit bought forward

CR CR 1794622

Balance of Interest

92 71 384 73

Same 84 James + Elizabeths loan + trust company of Norfolk
in at \$2021²⁵ with interest at 12% from March 26th 1872
related \$120 March 1873 \$40 June 7th 1873 \$20⁴⁵ March 6th 1873
\$60⁵⁶ Distribution from 20th 1874 \$60¹¹ from 20th 1876

2300 14

Balance of Interest

619 71 2919 85

Same 85 William Gordon a partner of James + Sons for \$344²⁵ with
interest at 6% from July 1st 1872 related October 28th 1872
\$35 from 20th 1873 \$34²⁵

201 10

Interest from June 20th 1874

53 29 254 39

X 86 Whithead + Thomas. Note as evidence for 24.000 + assigned
to Thomas + Adams trustee subject to the following notes \$120⁰⁰
August 1st 1874 \$20²⁵ Dec 1st 1874 \$80⁶⁰ May 20th 1875 \$98²⁵ from
28th 1875 to 104⁷¹ from 20th 1876 1st Distribution

998 74

Balance of Interest

189 21 1157 35

Thomas 87 Whithead + Thomas. Note as evidence for same for \$280 + assigned
to Thomas + Adams trustee. Interest at 6% from July 1st 1873
Credit \$24 May 2nd 1874 \$148⁹² March 2nd 1875 \$17 May 1st 1877
\$1⁸⁹ from 20th 1875 \$80¹⁴ 1st Distribution

210 00

Balance of Interest

30 74 240 75

Same 88 Same. Note as evidence for same for \$280 with interest from
March 1st 1873 + assigned to same. Credit \$24 May 1st 1875 \$80⁸⁹
related \$180 \$16⁹⁰ August 1st 1875 \$59 from 20th 1875 \$35⁵⁷ 1st Distribution

209 01

Balance of Interest

30 68 239 69

Same 89 Same. Note as evidence for same for \$75 with interest from March
1st 1873. Balance 6% + assigned to same. Credit \$7⁴⁰ March 1st 1874
\$1⁷⁷ March 2nd 1875 \$3⁰⁰ June 20th 1875 \$5⁰⁰ from 20th 1875
\$10⁰⁰ 1st Distribution

58 12

Balance of Interest

7 29 00 11

Summit forward

2321969

Amount brought forward

23219 69

Same 60 J. H. Starnes. Note as under same for \$4487⁰⁰ Interest at 12% from June 27th 1874 and to same date \$140⁰⁰
 July 28th 1875 \$24⁰⁰ Aug 27th 1875 \$20⁰⁰ March 2nd 1876 \$20⁰⁰
 March 17th 1876 \$20⁰⁰ June 20th 1876 \$24⁰⁰ 1st Distribution

251 31

Balance of Interest

103 92 355 23

Same 61 W. H. Starnes. Note for \$2500⁰⁰ Interest at 12% from Dec 31st 1875 to 1st Distribution

23 30

Interest from June 30th 1874

6 17 29 47

Raydon 62 E. Vance. Note for \$500⁰⁰ Interest from December 14th 1875 at 12% to 1st Distribution

16 66

Interest from June 30th 1874

12 36 59 02

Same 63 Same Note for \$500⁰⁰ Interest from January 1st 1876 at 12% to 1st Distribution

46 42

Interest from June 30th 1874

12 30 58 72

Same 64 Geo. H. Witt. Note for \$450⁰⁰ Interest at 12% Sept 1st 1872 to 1st Distribution

39 84

Interest from June 30th 1874

10 55 50 39

65 J. H. Starnes. Note for \$400⁰⁰ Interest at 12% from Dec 10th 1872 to 1st Distribution

84 14

Interest from June 30th 1874

22 29 106 43

Raydon 66 Del. H. Starnes. Judgment for \$800⁰⁰ Interest at 12% from Dec 10th 1872 to 1st Distribution

309 45

Balance of Interest

107 21 416 66

Same 67 Same Judgment for \$314⁰⁰ Interest at 12% from Dec 10th 1872 to 1st Distribution

314 12

Balance of Interest

105 35 419 47

Same 68 W. H. Starnes. Judgment for \$1475⁰⁰ Interest at 12% from Dec 10th 1872 to 1st Distribution

1475 39

Balance of Interest

956 43 2411 82

Amount brought forward

27126 90

Amount brought forward

27126 90

Same	69	A. A. Chapman, Trustee for W. H. Thomas Bond for \$348 ²³ with interest at 6% from April 18 th 73, & up \$63 ⁹⁰ 1 st Distribution	348 23	
		Balance of interest	116 13	464 46
Same	70	John S. Double Note for \$142 with interest at 6% from May 1872 up \$105 ⁷⁴ 1 st Dist.	619 64	
		Balance of interest	164 10	783 74
Same	71	O. S. Eley Note for \$51 with interest at 6% from Aug. 5 th 1872 up \$8 ⁵² 1 st Distribution	48 75	
		Interest from Jan 30 th 1874	12 91	61 66
Same	72	Same, Note for \$578 ⁰² with interest at 10% from Sept 1 st 1870 audits \$39 ¹³ 1 st Decr 1870 \$133 ⁵⁰ 7 th Decr 1871 \$102 ⁵⁴ 26 th Sept 1872 \$58 ⁵⁴ 1 st Distribution	522 29	
		Balance of interest	192 14	614 43
Same	73	W. H. Fitchett Note for \$203 ⁵⁶ with interest at 1% from Sept 2 nd 1872 up \$24 ⁰⁰ 1 st Distribution	203 56	
		Balance of interest	92 51	295 07
Same	74	Same, Note for \$210 ⁵² with interest at 10% from Oct 2 nd 1872 up \$60 ³⁷ 1 st Distribution	216 35	
		Balance of interest	96 80	313 15
Branch Hayden	75	Merchants & Mechanics Savings Society, Capital \$1000 made by John Q. Adams payable to W. H. Thomas and endorsed by Geo. Thomas, W. H. Double & Co. Cashier for \$800. Due March 21 st 1873 with interest at 10% audit paid \$117 ⁸⁶ 8/14 ⁸⁶ Balance \$585 ⁷⁹ up \$288 ⁶¹ for lock up & \$68 ⁰¹ 1 st Dist. paid as of July 4 th 1876 & paid by Geo. Thomas & Co. trustees Feb 4 th 1876 March 20 th 1877 \$25 ⁵³ Jan 20 th 1878 \$2 ¹⁴	371 80	
		Balance of interest	79 66	451 46
Same	76	Same Bank, Note of Geo. S. & Co. for \$500 payable to Geo. Thomas & endorsed by Geo. Thomas, W. H. Double & Co. Trustees with		
		Amount forward		25108 7

Amount brought forward

3110 87

76 Interest at 10% from July 1st 1873 to date of interest ²⁹ credited
\$204⁰⁹ \$58³⁶ \$39⁹⁹ July 4th 1876 \$21⁷⁵ March 2nd 1878 ³² June 2nd 1878

415 11

Balance of Interest

92 90

507 01

77 Same Bank. Note of same payable to S & B Ogden and
endorsed by S & B Ogden D. B. Pasture and Thomas & Adams
for \$450 with interest at 10% from July 1st 1873. Date of
Interest ²¹ credited as of July 4th 1876 \$4³⁴ 1st Distribution
\$29⁸⁸ from Ogden's trustees Nov 20th 1878 ³⁰ June 20th
\$78 \$1⁸¹ + \$1⁹⁸ for stock re

260 55

Balance of Interest

55 67

315 92

Same 78 Same Bank. Note of same payable to Thomas &
endorsed by Jas Thomas & B. Ogden & D. B. Pasture for \$450
Interest at 10% from July 1st 1873 Date of Interest ²³
credited \$198⁸³ \$44²⁰ \$30²⁸ July 4th 1876 \$10⁴² March 2nd 1877
\$1⁸⁴ June 20th 1878

312 03

Balance of Interest

69 75

381 78

Same 79 Same Bank. Note of W. A. Wamble for \$200 with interest at
10% from July 1st 1873 payable to & endorsed by Thomas & Adams
credited Aug 1st 1878 \$50 Balance \$20⁸⁶ Date of Interest ²⁶
left \$32²⁶ \$22³² paid July 4th 1876 \$3²⁰ Aug 30th 1877 \$11²⁹ June 20th 1878

203 06

Balance of Interest

27 10

230 16

Atkinson 80 Geo. R. Atkinson attor for foreclosure & other ap
Interest 6% from 15th Sept 1867 left \$150⁶² 1st Distib

798 81

200 77

1089 58

Same 81 Same Atto for W. H. Wathen account
Interest 6% from 15th May 1871 left \$4⁵⁶

65 47

17 44

82 91

82 Martha Carroll Bond for
Interest 6% from 29th June 1870 left \$31²²

175 18

56 70

231 88

83 Note to R. H. Randolph paid

" "

84 Armstrong Turner Bond for
Amount forward

1000 00

1000 00

32950 11

84	Account brought forward		1000 00	52950 11
	Put at 10% from 9 th June 1868 left \$200		228 50	1428 50
85	Same Bond for		125 00	
	Put at 10% from June 10 th 1868 left \$25		53 50	178 00
Thomas	86 W. A. Warren Bond for		635 12	
	Put at 10% from June 5 th 1870 left \$110 ²³		301 71	936 93
87	Put at 10% from June 5 th 1870 left \$110 ²³		301 71	936 93
	Put at 10% from 1 st April 1870 left \$100 April 10 th 1870 Balance		591 56	
	Put at 10% from April 10 th 1870 left \$58 ⁸⁰		95 10	586 66
88	Put at 10% from 3 rd May 1870 credited by W. A. Warren Bond & Put			
	of \$125 ¹² in Sept 24 th 1870. Balance \$539 ²³ left \$83 ⁰⁴		488 04	
	Put at 10% from June 30 th 1874		215 77	704 31
89	A. D. Young Account for		573 64	
	Put at 10% from June 30 th 1874 left \$89 ¹²		166 07	720 51
90	Same Order of J. S. Billings on Thomas & Warren		00 00	
	Put from 21 st Jan'y 1871 left \$8 ²⁷		15 01	65 87
91	Same as order of J. S. Billings on Thomas & Warren			
	Wilson as from 1 st Feb 1871 left \$104 ²⁷ left \$17 ⁷⁴ at 1 st Feb 1871		107 36	
	Put from June 30 th 1874		26 86	128 22
92	Same from in Suit of W. A. Warren & Co. against order of			
	J. S. Billings on Thomas & Warren \$400 left \$234 ¹² at 1 st Feb 1871		1371 83	
	Put from June 16 th 1870 left \$234 ¹²		363 53	1735 36
* 93	W. A. Warren Bond for		369 27	
much by 112.60	Put at 10% from June 16 th 1870 left \$64 ¹²		125 74	544 78
See J. S. Billings' act. for				
that act. on				
74	W. A. Warren Bond for		1140 00	
	Put at 10% from June 16 th 1870 left \$230		429 63	1639 69
95	Same as order. Note for \$500 held by the Treasurer, Bank of			
	Springfield at 10% held as collateral security with interest			
	at 10% from 3 rd March 1870 subject to a call at 10%			
	Account forward			410174 5

Amount brought forward		216 94 5
That day of endorsement for 22 ¹⁶ at 12% from note of \$895 ⁴⁵ & recd for \$80 ⁰⁰ on 8 th May 1873		874 97
Interest at 11% from May 18 th 1873 to Aug 1 st 1873		386 38 11 91 35
76	Thomas & Co. v. Bank of N. S. & C. B. Co. for \$1000 payable to Thomas & Co. & endorsed by them & held by their trustees as a security of said bank with 12% at 12% from Feb 1st 1873. Note of \$1000 - \$1000 paid June 30th 1874. Distribution 53⁰⁷ May 27th 1874 \$1⁰⁶ March 2nd 1875 - \$22⁰² May 26th 1877 \$2⁴⁵ June 30th 1878 + \$58⁵³ Aug 1st 1874 from collection 215 03	
Balance of Interest		81 84 296 87
97	Same. Note of same for \$1000 to same endorsed by same & held by same with interest at 12% from March 28th 1873 Note of \$1000 - \$1000 paid June 30th 1874. Dis- tribution 53⁰⁶ May 27th 1874 \$12⁵⁸ March 2nd 1875 \$66¹² May 20th 1877 \$4⁰² June 30th 1878 \$96³⁰ Aug 1st 1874	329 21
Balance of Interest		132 37 451 58
98	Same. Note of same for \$1000 with interest at 12% from March 1st 1873. Note of \$1000 - \$1000 endorsed by same and held by same. \$1000 paid June 30th 1874. Dis- trib 53⁰³ May 27th 1874 \$13⁰⁹ Dec 2nd 1875 \$14⁶⁴ Mar 26th 1877 \$1⁰³ June 30th 1878 + \$39¹³ Aug 1st 1874	140 29
Balance of Interest		53 00 193 38
99	C. L. Gray as endorser of Thomas & Co. v. Bank of N. S. & C. B. Co. for \$1000²⁶ March 7th 1873 \$1000 June 30th 1874, at	234 48
Interest from June 30 th 1873 at 12%		60 96 795 44
100	John F. H. v. Account for \$55¹³ at 6% from 5th July 1873 Interest at 6% from June 30th 1874	54 02 14 36 68 40
Amount forward		44146 47

Amount brought forward

4414.47

101	Merchants & Mechanics Savings Bank of Norfolk. Note of John & Adams payable to S. B. Baylin & ordered by said S. B. Baylin A. P. Young & H. W. Wemble & Thomas & Adams for \$400 with Interest at 6% from May 3 rd 1873 to 1 st Dist. 1 st Dist. \$2.40 1 st Distribution \$5.00 as of July 4 th 1876 \$27.00 May 30 th 1877 \$3.00 June 30 th 1878	252 97	
	Balance of Interest	31 74	384 71
102	A. P. Young Amount \$64.80 Curtail. Interest on same due same Bank for \$800 on April 3 rd 1873 to 1 st Dist. 1 st Dist. Interest at 6% from June 30 th 1874	09 58	
		15 68	75 23
103	W. A. Wemble. \$500 Amount of Curtail. Interest on same same Note at same time left \$783 1 st Dist. Interest at 6% from June 30 th 1874	45 90	
		11 16	37 06
104	A. P. Young \$500 Amount paid for Curtail. Interest on same same Bank same time left \$783 1 st Dist. Interest at 6% from June 30 th 1874	54 90	
		14 58	69 48
105	W. A. Wemble \$500 Amount paid for Curtail. Interest on same same Bank same time left \$783 1 st Dist. Interest at 6% from June 30 th 1874	46 10	
		22 22	58 32
106	John R. Smalley Balance on account as of 3 rd 1872 - 1 st Dist. \$24.00 1 st Dist. Interest at 6% from June 30 th 1874	144 09	
		38 18	182 27
107	Has been paid	" "	
108	E. Morrison Executor of W. Wemble. Note dated 1 st Dist. 6% from April 30 th 1861 left \$38.65 1 st Dist.	109 01	
		140 28	304 89
109	Mary & Edwards gdn of W. B. & S. Edwards Note 1 st Dist. 10% from April 6 th 1871 left \$96.26 1 st Dist.	503 87	
		289 20	793 07
110	Mary & Edwards Note for 1 st Dist. 10% from 10 th April 1873 left \$11.21	63 76	
		30 97	94 73
	Amount forward		46171 20

Amount brought forward

16171 20

- 111 M^{rs} G. Holt assignee of W. A. Howell note was assignee of John G. Howell Note for \$643⁰⁰ May 1st 1873 less \$105⁹⁶ in 1st Distribution

619 64

Interest 6% from Jan 30th 1874

161 20 783 84

- 112 Estate of W^m B. Grocker Account for

390 10

Interest from 4th December 1869 less \$72⁰⁰ 1st Dist^{ct}

137 75 528 15

- 113 Farmers & Merchants Savings Bank Southfield Note of D. B. Pastern for \$200 due April 2nd 1873 with Int at 12%

Subject to credits April 6th 1873 \$138⁵⁴ Sept 6th 1873 \$25⁴⁹

1st Distribution on May 27th 1874 \$1⁰⁰ March 3rd 1875 \$31¹²

May 30th 1877 \$35 June 30th 1878 Endorsed by Thomas & Adams

& S. B. Boykin. Costs of Protest \$2 - Bal

99 60

Balance of Interest

16 26 55 86

- 114 Same Bank. Note of John G. Adams for \$254⁸⁰ with Int at 12% from Jan 1st 1874. Costs of Protest \$2 - endorsed by

James Thomas & S. B. Boykin credited 1st Distribution \$54⁸¹

May 27th 1874 \$24⁷² March 3rd 1875 \$5⁹⁰ May 20th 1877 \$17⁵¹

1 4 35

June 30th 1878 \$1⁸²

87 83 30038

Balance of Interest

- 115 Same Bank Note of Thomas & Adams for \$500 endorsed by

S. B. Boykin & D. B. Pastern dated Jan 1st 1873 subject to

credit of the Interest and \$120⁰⁰ of the Principal on the 1st Jan 1874

Costs of Protest \$2 subject to credit of the Interest \$120⁰⁰ of

Principal on 1st Jan 1874 Balance \$81³⁰ credited \$11⁰²

1st Distribution \$7⁸⁴ May 27th 1874 \$1⁸² March 3rd 1875 \$5³⁸

May 20th 1877 \$1⁶⁰ June 30th 1878

67 31

Balance of Interest

35 67 102 98

- 116 Same Bank. Note of John G. Adams payable to James Thomas for \$250 subject to credit of the Interest to

Amount forward

479 12 - 1

Amount brought forward

17942 41

Jan 1st 1874 and \$15 of Principal balance \$235

Left \$35.35 Cost of Protest \$2. 1st Distribution

209 48

Interest from Jan 30th 1874 at 12%

110 72 320 50

117 Has been paid

118 Same Bank Note of \$1000 payable to and endorsed by Thomas & Adams for \$200 due 25th December 1873

Cost of Protest \$2

200 00

Interest 12% from Dec 25th 1873 left \$35.35 1st District

110 82 311 52

119 Same Bank Note of \$1000 payable to and endorsed by Thomas & Adams

150 00

Interest 12% from Dec 25th 1873 left \$35.35 1st District

80 02 236 98

120 Same Bank Note of same payable to and endorsed by same. Cost of Protest \$2

50 77

Interest 12% from Dec 25th 1873 left \$35.35 1st District

86 28 242 55

121 Same Bank Note same has been paid

Hayden 122 of \$1000 Thomas & Adams for same Note for

264 75

Interest 12% from 1st Jan 1874 left \$86.40 1st District

290 20 76 05

Same 123 W H Fitchett \$51⁰⁰ for amt paid as endorser of Note of Thomas & Adams to Burns & Co with 12% from November 4th 1873 left \$8.00 1st District

47 07

Interest from Jan 30th 1874

22 57 59 57

Same 124 Same for \$32⁰⁰ amount paid as endorser with \$1000 on Note of same for \$200 to same with 12% from 10th Dec 1873 left \$8.00 1st District

48 08

Interest from Jan 30th 1874

22 80 60 88

AD 125 \$117⁰⁰ for amount paid as endorser with \$1000 on Note of same for \$200 at 1st National Bank. Left with 12% from Jan 30th 1874 left \$10.00 1st District

03 79

Amount forward

93 79 4934 97

120

Amount found forward
 Sub from June 30th 1874

73 79 1,234 72
 24 86 118 65

Hayden 126 D. B. Pasture \$188⁶⁶ for amount paid as evidenced
 with L. B. Hayden on Note of said field by the
 Northern Insurance Co with interest on \$188⁶⁶ and
 thence from Feb 28th 1874 to Feb 28th 1875 1st Distribution
 Interest from June 30th 1874

16 67
 43 208 33

Same 127 L. B. Hayden \$1177²² for amount paid by him
 as evidenced for same on Notes due various Banks
 with Interest on \$1137⁵⁴ from thence from
 Feb 30th 1874 to Feb 28th 1875 1st Distribution
 Interest 6% from June 30th 1874

102 8 45
 266 09 1289 53

Hayden 128 B. B. Pasture Note endorsed by Thomas & Adams
 D. B. Pasture L. B. Hayden & H. H. Mitchell with Sub
 at 6% from March 15th 1875 to Feb 28th 1876 1st Dist
 \$247.00 May 27th 1874 \$4¹⁸ March 2nd 1875 \$12⁰¹
 May 26th 1877 \$1³³ June 30th 1878
 Balance of Interest

140 82
 20 09 160 91

129 Same Note by Thomas & Adams trustee made
 by L. B. Hayden payable to W. H. Noble and endorsed
 by said W. H. Noble D. B. Pasture & Thomas & Adams
 for \$200 due 30th day 1875 subject to a credit of \$100 paid on
 that day, bal \$100 with Interest at 6% to Feb 28th 1876
 1st Distribution \$17⁴⁹ May 27th 1874 \$5⁷⁷ March 2nd 1875
 \$16⁵⁹ May 20th 1877 \$1⁸⁵ June 30th 1878
 Balance of Interest

186 86
 74 82 261 68

130 W. H. Noble Bond of James Thomas & John C. Adams 2000
 Interest 10% from June 1st 1872 to Feb 28th 1875

944 47 994 4 47

131 J. B. Thomas account for \$50 with Interest at 6%
 from April 1st 1872 to Feb 28th 1875

23 26
 6 16 29 42

132 W. H. Noble (Account for
 Interest from April 1st 1866 to Feb 28th 1875
 Thomas & Adams account \$41²⁵ 1st Distribution

211 00
 131 33 342 34

133 L. B. Hayden & L. B. Thomas from settlement
 Sale of Garrison's real estate same day sold
 Amount forward

5529 03 0

	Amount brought forward			55290 30
Hayden 134	G. S. Gley order of George Burlew over-accepted by Thomas & Adams for \$20 ⁰⁰ up for 3 rd 1 st District	18	40	
	Interest from Jan 1 st 1874	3	04	21 49
Same 135	G. S. Hayden order of A. H. White remant	33	11	
	Interest from Sept 24 th 1870 up to 3 rd 1 st District	60	02	591 25
136	Richard Edwards admsr	153	95	
	Interest from Jan 1 st 1871 up to 3 rd 1 st District	37	47	191 42
137	Same for Edw. dau. children of James Taylor	16	69	
	Interest from Jan 1 st 1871 up to 3 rd 1 st District	4	19	20 88
138	Same	10	00	
	Interest from April 1 st 1871 up to 3 rd 1 st District	2	40	12 40
139	Same	145	65	
	Interest from Jan 5 th 1871 up to 3 rd 1 st District	36	48	182 13
140	Same	30	26	
	Interest from Dec 26 th 1871 up to 3 rd 1 st District	6	19	36 45
141	Same John H. Adams admsr	11	32	
	Interest from April 1 st 1871 up to 3 rd 1 st District	9	87	51 19
				56897 11

* 43 This Bond was \$369.01, but it ought to have been
256.32. See the order of 1864 as made
out by K. H. Co.

56897 47 580 80 39 00 / 15.26
56197 11
30.106 00
56087 11

30677890
16859220
5712003

The following amounts paid the creditors of Thomas Adams under cover of October Term 1878.

For the undersigned have respectively received from the trustee of Thomas Adams the sums opposite our respective names.

Amount in hands of Trustee for distribution

8782 69

To pay the following creditors who have since passed their bills their pro rata of first distribution

Exhibit 35 v	St Hayden assignee of A W White	C B Hayden	63 80	C B Hayden
" 136 v	Richard Edwards admr	C B Hayden	34 47	C B Hayden
" 137 v	Same	C B Hayden	3 73	C B Hayden
" 138 v	Same	C B Hayden	2 20	C B Hayden
" 139 v	Same	C B Hayden	32 58	C B Hayden
" 140 v	Same	C B Hayden	6 39	C B Hayden
" 141 v	Bro St Edwards admr	C B Hayden	7 13	152 30
			8630 39	
Same 1 v	Same & Co	C B Hayden	30 43	
Same 2 v	Josiah T Jones	C B Hayden	26 56	
Same 3 v	Same	C B Hayden	12 70	
Same 4 v	J O Grevell	C B Hayden	20 06	
Same 5 v	Same	C B Hayden	44 24	
Same 6 v	Same	C B Hayden	12 50	
Same 7 v	Same	C B Hayden	15 56	
8 v	Q H Pittlow	R. T. Wilson atty	227 01	
9 v	A P Young	Paid, A. P. Young	13 74	
10 v	Josiah P Gay	C B Hayden	79 86	
11 v	Mike Tuleyham	R. S. Thomas atty	97 98	
Thomas 12 v	J A Hardy & Sons	R. S. Thomas atty	301 30	
Same 13 v	Whithead & Buckhouse	R. S. Thomas atty	44 93	
Do 14 v	John H Chapman	R. S. Thomas atty	72 50	
Do 15 v	James Reid & Co	R. S. Thomas atty	8 97	
Do 16 v	Same	R. S. Thomas atty	8 93	
Do 17 v	Same	R. S. Thomas	5 30	
Do 18 v	A. G. Edwards	R. S. Thomas	18 60	
Do 19 v	Davis & Bro	R. S. Thomas atty	24 68	
Do 20 v	S March & Co	R. S. Thomas atty	18 08	
Do 21 v	John G. Savage	R. S. Thomas atty	8 44	
A. 22 v	H. P. Mitchell	R. S. Thomas atty	23 40	

Not forward

1152 77 8630 39

Amount Brought forward				1152	77	8630	39
Thomas 23	Same	Paid R. S. Thomas atty-		23	38		
Thomas 24	Peter Blunt	" R. S. Thomas atty		9	13		
Thomas 25	Davis & Co	" R. S. Thomas atty		20	63		
Same 26	Mike Fulymore for his wife & daughter			3	24	R. S. Thomas, atty	
Same 27	Same, a friend of M & Fulymore			12	48	R. S. Thomas atty	
Same 28	Gliza Brown	paid R. S. Thomas atty		3	98		
Same 29	The Vestry of Christ Church Southfield			25	28	R. S. Thomas atty	
Same 30	Hoffman & Co	Paid R. S. Thomas atty		27	81		
Same 31	First National Bank of Ala			12	07	R. S. Thomas atty	
Same 32	J. S. Thomas	Paid R. S. Thomas atty		212	90		
Same 33	Thos & Hardy & Son	Paid R. S. Thomas atty		52	04		
Same 34	Same	Paid R. S. Thomas atty		17	56		
Thomas 35	Nathaniel Henry	Paid R. S. Thomas atty		38	77		
Thomas 36	James A. Hays C B Hayden atty			111	33		
Same 37	James & Lewis C B Hayden atty			21	57		
38	John Edwards des closed by H W Scales			37	38		
Thomas 39	G. H. Jones	R. S. Thomas atty		94	63		
Thomas 40	Maritina Rice	R. S. Thomas atty		20	10		
Same 41	Broughton & Chaffey	R. S. Thomas atty		25	49		
" 42	James & Jordan	R. S. Thomas atty		87	34		
Thomas 43	James & Leigh & Co	R. S. Thomas atty		24	00		
" 44	W. F. Allen & Co	R. S. Thomas atty		53	58		
" 45	Same	R. S. Thomas atty		53	00		
" 46	Same	R. S. Thomas atty		53	66		
" 47	Same	R. S. Thomas atty		53	42		
Thomas 48	W. J. Henderson	R. S. Thomas atty		53	71		
Same 49	Same	R. S. Thomas atty		161	66		
Same 50	Same	R. S. Thomas atty		51	77		
Same 51	Same	R. S. Thomas atty		50	07		
Same 52	Same	R. S. Thomas atty		8	96		
Same 53	J. S. Thomas	R. S. Thomas atty		59	84		
Same 54	James & Mackintosh & Son & First National Bank of Ala			448	27	R. S. Thomas, atty	
Same 55	William & Son of James & Son			39	02	R. S. Thomas atty	
Same 56	Whithead & Turner	R. S. Thomas atty		174	67		
Thomas 57	Butcher & Turner	R. S. Thomas atty		36	93		
Same 58	Same	R. S. Thomas atty		36	78		
Same 59	Same	R. S. Thomas atty		10	14		
Amount Brought forward				3562	90	8630	39

		Amount forward.	3562	90	863	0	39
Same 64	J. P. Thomas	R. S. Thomas atty	54	52			
Same 65	Richard + James	R. S. Thomas atty	4	52			
Hayden 62	G. B. Hayden	C B Hayden atty	9	05			
Same 63	Same	C B Hayden atty	9	02			
Same 64	Geo. H. Pitt	C B Hayden atty	17	73			
Same 65	A. B. Covert + Co	C B Hayden atty	16	34			
Hayden 66	D. S. Hayden + Son	C B Hayden atty	88	96			
Same 67	Same	C B Hayden atty	24	22			
Same 68	W. D. Folke	C B Hayden atty	371	26			
Same 69	R. S. Thomas	Trustee for W. H. Thomas C B Hayden atty	71	30			
Same 70	John G. Wouble	C B Hayden atty	120	32			
Same 71	E. L. Gley	C B Hayden atty	9	46			
Same 72	Same	C B Hayden atty	96	33			
Same 73	W. H. Fitchett	C B Hayden atty	45	28			
Same 74	Same	C B Hayden atty	48	06			
Bank 75	Merchants + Mechanics Savings Bank of Norfolk		69	30			
Same 76	Same Bank		77	83			
Same 77	Same Bank		48	68			
Same 78	Same Bank		58	60			
Same 79	Same Bank		35	32			
Atkinson 80	Geo. H. Atkinson atty for Jordans almsh + others		167	29			Geo. H. Atkinson
Same 81	Same atty for H. W. Atkinson		42	72			Geo. H. Atkinson
82	Martha Garrell	R. H. Randolph admr	35	59			
83	Note to R. H. Randolph		"	"			
84	Amsterg. Trust	William L. Turner	219	30			
85	Same	L. Turner Esq	27	40			
Thomas 86	W. A. Thomas	R. S. Thomas atty	143	83			
" 87	J. D. Pullow transferee of W. H. Wouble.		88	06			R. S. Thomas atty
88	Geo. F. Hall executor of Mary Hall		118	13			Geo. F. Hall Esq
89	A. P. Young	Paid A. P. Young	110	61			
90	Same	" A. P. Young	10	59			
91	Same	" A. P. Young	19	68			
92	Same	" A. P. Young	286	24			
93	G. B. Goodrich		83	72			
94	G. B. Goodrich A. P. Young + John D. Goodrich		251	74			Paid, A. P. Young
95	James T. Goodson	C B Hayden atty	182	00			
Atkinson 96	Thomas + Merchants Savings Bank		45	50			Geo. H. Atkinson
	Amount forward		6626	83	8630	39	

		Amount forward	6626	83	8630.39
June 97	✓ Same	Wm R. Linn	73	73	
June 98	✓ Same	Wm R. Linn	29	68	
June 99	✓ E. S. Gley	Wm R. Linn	44	35	
June 100	✓ John H. Cannon	John H. Cannon	10	99	
June 101	✓ Merchants & Mechanics Savings Bank	Paid	59	15	Paid J. S. Young
" 102	✓ J. P. Young	Paid J. S. Young	11	74	
" 103	✓ H. H. Winkle		8	98	
" 104	✓ J. P. Young	" J. S. Young	10	64	
" 105	✓ H. H. Winkle		8	98	
" 106	✓ John G. Quattrone	Paid J. P. Quattrone	27	96	
" 107	✓ Paid		"	"	
Oct 108	✓ J. S. Young		47	56	Wm R. Linn
Nov 109	✓ Mary E. Edwards		21	74	Mary E. Edwards
" 110	✓ Mary E. Edwards		14	54	Wm R. Linn
" 111	✓ R. S. Thomas		120	33	R. S. Thomas atty
" 112	✓ J. S. Young	Paid J. S. Young	81	87	
Dec 113	✓ Merchants & Mechanics Savings Bank	Paid	8	37	Wm R. Linn
" 114	✓ Same Bank	Wm R. Linn	46	10	
" 115	✓ Same Bank	Wm R. Linn	15	81	
" 116	✓ Same Bank	Wm R. Linn	48	19	
" 117	✓ Paid		"	"	
" 118	✓ Same Bank	Wm R. Linn	47	38	
" 119	✓ Same Bank	Wm R. Linn	36	36	
" 120	✓ Same Bank	Wm R. Linn	36	83	
" 121	✓ Same Bank				
Jan 122	✓ J. S. Young	Jordan C. B. & Co	117	30	
Same 123	✓ J. S. Young	C. B. & Co	9	13	
Same 124	✓ Same	C. B. & Co	9	34	
Feb 125	✓ J. S. Young	Paid J. S. Young	18	21	
Mar 126	✓ J. S. Young		31	97	
Same 127	✓ J. S. Young	C. B. & Co	197	98	
Apr 128	✓ J. S. Young	C. B. & Co	24	70	
Same 129	✓ Same	C. B. & Co	40	17	
" 130	✓ J. S. Young		452	06	
J. 131	✓ J. S. Young	R. S. Thomas, atty	4	51	
J. 132	✓ J. S. Young	R. S. Thomas, atty	52	64	
" 133	✓ Paid		"	"	
	Amount forward		8494	88	8630.39

Amount forward

8494 85 8630 39

May 134	E. S. Oley	C B H & Co	7	29
" 135	E. S. Oley	C B H & Co	60	03
" 136	E. S. Oley	C B H & Co	29	37
" 137	"	C B H & Co	3	19
" 138	Same	C B H & Co	1	90
" 139	Same	C B H & Co	23	32
" 140	Same	C B H & Co	5	09
" 141	Mr. H. Edwards	C B H & Co	7	85

8630 39 8631 39

Flannias ^{Ad} Adams

or. { Comes
dipt.

Forch & Adams

X

X

Thomas & Adams Trustees

v.

Faest et al.

In the Hon. George Bolles, Judge of the Circuit
Court of Isle of Rights County in Chancery
Sitting:

The undersigned trustees respectively
for James Thomas & John E. Adams indi-
vidually and as partners trading as Thomas
and Adams respectfully report to the Court
that in their report under the decree herein
of May 2^d 1874 filed April 15th 1875 they
omitted to report that they did not reserve the
assets directed in ^{the said} decree of July Term 1875
to be reserved from distribution because it was
evident that the future assets would be amply
sufficient for that purpose and they were thus
enabled to distribute a larger amount of
money. It appears however from the said report
impliedly that no such reservation was made
because it appears from the said report that all
of the assets of James Thomas and of John E.
Adams were distributed, and that all of the John
E. Adams assets except a small amount
were exhausted in satisfying the judgments
against him, and that none of this small
amount was distributed. The reservation
directed in the said decree was made in the
distribution of the October Term 1878 here-
inafter ~~reported~~ reported. Your trustees

would further report that they have lately discover-
ed that in executing the Decree of February
Term 1875 directing them to invest the assets
of the trust the mistake of the purchasing
agent \$1738.18 invested in the name
of James Thomas ^{might have been invested in the name of John E. Adams} and the sum of \$599.30
invested in the name of John E. Adams
should have been invested in the name of James
Thomas as shown by Commissioner Atkin-
son's report filed herein ~~October 1st 1875~~
February 3^d 1875; the said mistake was
corrected in the report of distribution under
the decree of distribution of October 1878
hereinafter made. The Decree of April
Term 1875 directed the trustees to deposit
the invested bonds ^{in the Marine Bank of New York} and report to the Court
taking memorandum of such deposit from
the Cashier of the said Bank and to return
the same to the Court. Your trustees with-
drew the said invested bonds for that purpose
and deposited the same in the said Bank
but made no formal report of such depos-
it but merely returned the said certifi-
cates of deposit and filed them in the
papers of the Cause instead of such report
as will appear from their receipt to the
Clerk of the Court given under the decree
of October Term 1878 ~~attached~~ directing
them to withdraw such certificates and to
sell the bonds therein named, which re-
ceipt is attached to their report filed herein
April 15th 1875 which report of invest-

1 ment shows the number and the amount
2 of the bonds invested.

3 The Decree herein of October 1875 directed
4 your Trustees to invest in United States bonds
5 the sum shown by Commissioner H.
6 Kinman's report filed herein October 9th 1875,
7 your ~~Commissioner's~~ Trustees which they
8 did and deposited the bonds in the aforesaid
9 Marine Bank through they made no report
10 of the said investment and deposit, but
11 the statement of the President of the Marine
12 Bank of December 17th 1875 marked "X"
13 herewith filed shows the said investment
14 and the balance remaining of each fund
15 after the said investment.

16 The Decree of October Term 1876 directed
17 your Trustees to collect the interest due on
18 the invested bonds and to invest the same
19 in 6 per cent United States Registered
20 bonds and to deposit the same in the
21 Marine of Norfolk, Va., which they did ac-
22 cordingly as shown by the accompanying
23 statements of the Marine Bank, and the
24 National Park Bank of N.Y. through whom
25 the collections of interest and investments
26 were made marked respectively "B" & "C"
27 & "D" and "E" herewith filed showing the total
28 amount of interest collected to be \$1700.68
29 and the amount invested to be \$1594.99
30 leaving a balance of \$105.69; Paper D
31 shows the amount invested for each of

the parties. The collection of interest by the
decree of October 1876 was delayed so as to
include the interest falling due January
1st 1877. Your trustees did not report this
collection of interest and investment although
they said vouchers show that it was properly
done and the bonds shown thereby to have
been invested are shown to hereafter to
have been sold under the decree of October
1878 and April 1879.

In pursuance of the decree of October
Term 1878 your ~~commissioners~~ trustees over
the bonds ~~now~~ belonging to Thomas & Adams, Jr
numbers 3261, 3262, 3263 each for
One thousand dollars paying \$3025.00 which
is shown by the statement of the Marine Bank
marked "F." herewith filed which amount
is credited the account of the transactions of
your trustees ^{for Thomas & Adams, Jr} herewith filed ^{from the date of} their last report to March 5th 1879, show-
ing a balance of money in their hands of
including the proceeds of the sale of the said
bonds of \$8782.69 less the said bal-
ance of \$8782.69 was distributed pro rata
among the creditors who have proved their
claims in this cause as appears by
the accompanying statement and receipts
of the parties for said payments herewith
filed marked "X". Your trustees reserved
from said distribution of the assets of
Thomas & Adams invested bonds num-
ber 32264 for \$1000., number 9369 for

J. B. LIPPINCOTT & CO.
Booksellers and Stationers,
Philadelphia, Pa.

Two which
+ one of which \$2100.00 included \$599.37 invested
in a 7 in thirty dollar bond which
should have been invested in the name
of James Thomas

1 Five thousand dollars \$5000- ^{four bonds} numbers
2 33754, 33755, 33756, 37544 for (\$1000-)
3 each one thousand each, two bonds
4 19946, 19947 for one hundred dollars (\$100-)
5 each in all ten thousand and two hun-
6 dred dollars (\$10,200) in order to meet the
7 reservation directed by the decree of one
8 half of the assets of Thomas & James, and
9 the disputed debt of Adams & Day. In
10 for the purchase of said decree your trust-
11 ties sold bonds for thirty two hundred dol-
12 lars for the benefit of John E. Adams of
13 which twenty one hundred dollars were
14 standing in his name, to wit No 8382
15 and 8733 were each for (\$500.00) three
16 hundred dollars, No 33753 was for
17 (\$1000-) one thousand dollars and No
18 19949 was for \$100- one hundred dollars +
19 and eleven hundred (\$1100-) were improp-
20 perly standing in the name of James Thomas
21 and should have been in the name of John
22 E. Adams ^{not being a part of the} as
23 the investment of \$1738.18 in bonds for \$1450- in the name
24 of James Thomas and as further shown
25 by the account of John E. Adams report
26 investment of \$1738.18 in bonds for \$1450-
27 in the name of James Thomas instead
28 of John E. Adams as heretofore shown
29 in this report and of the investment of
30 the interest on the said \$1450- bonds: to-
31 wit bonds Nos 2267 and 2709 for \$50.00

1 Fifty Dollars Each No 32260 for \$1000. One
2 Thousand Dollars, and No 16368 for \$100.
3 One hundred dollars, the proceeds of the sale
4 of which bonds are credited in account ^{of} ~~of~~
5 hereunto filed ~~to~~ of the transactions of the
6 undersigned as trustees of John E. Adams,
7 from the date of their last account to
8 March 5th 1879, showing a balance in
9 Cash in their hands as trustees of John
10 E. Adams of \$4307 60 which amount
11 should only have been distributed among
12 the creditors of John E. Adams, but through
13 mistake the sum of \$4372.17 was dis-
14 tributed among said creditors as shown by +
15 the aforesaid Statement 'X' ^{herewith filed} with the receipts
16 of the said creditors of the said John E. Adams
17 for that amount attached being an excess of
18 payment to those creditors of \$64.57 above
19 ~~to~~ his assets.

20 In further pursuance of the said decree
21 your trustees sold of the bonds belonging to
22 James Thomas ^{the sum} for seven hundred
23 dollars to-wit: Nos 16369, 16370, 16371
24 17334, 17335, 19948 for One hundred
25 dollars (\$100.) each and two bonds for Nos
26 2267 and 2769 for Fifty (\$50.00) dollars
27 each, the proceeds of which bonds are cred-
28 ited in the account of their transactions
29 as trustees of James Thomas from the date
30 of their last account to March 3th
31 1879 marked "I" herewith filed, which

1 account shows a balance of \$1093.49 in
2 cash in their hands as trustees of said
3 James Thomas, which balance should have
4 been distributed among the creditors of the said
5 James Thomas, but through mistake the
6 sum of \$1161.77 was paid to them as
7 appears from the ^{affidavit} Statement X ^{herewith filed} and the
8 receipts of the said creditors ~~thereby~~ attached,
9 being an excess of \$68.28 paid to said
10 creditors above the cash assets properly belong-
11 ing to the said James Thomas.

12 The mistake before admitted and explained
13 of the investment of the funds of John E. Adams
14 in the name of James Thomas, and vice versa
15 was not ~~discovered~~ discovered until after the sale of
16 the bonds under the decree of October Term 1878
17 when all the bonds standing in the name of
18 James Thomas and John E. Adams were sold
19 except bond no 32260 for \$1000— One
20 thousand dollars standing in the name of
21 James Thomas, which at the time of the said
22 sale, your trustees in ~~the~~ obedience to the said
23 last named decree reserved to meet the dis-
24 puted debt of Lucy Ann Thomas and Mary
25 Louisa Boykin, when being discovered said bond
26 did not belong to James Thomas but to John E.
27 Adams your trustees sold the said bond to James
28 Thomas at the same rate of sale of the others,
29 crediting John E. Adams with the proceeds of
30 the sale and charging the amount of the sale
31 to the said James Thomas. Your

1 trustees for the report that in pursuance of
2 the decree of April term 1879 directing them
3 to sell the ~~seized~~ bonds secured as herein before
4 mentioned for \$10000 belonging to James Thomas
5 and of ten thousand two hundred dollars
6 belonging to Thomas & Adams by leave to report
7 they sold the former life expenses of wife for
8 \$1015.49 and the latter for \$10362.14 as is
9 shown by the certificate of the President of
10 The Marine Bank marked "K" herewith
11 filed

A

An account of the individual debts due by James Thomas

Emjabah Dunit	55		
Interest due October 20 th 1882	21 37	76 37	
X Whithead & Tinsman	387 51		
Interest due to same date	53 56	643 05	
A Atkinson Esq of A Atkinson	39 89		
Interest due to same date	13 81	53 70	
X Merchants & Mechanics Savings Bank	387 61		
Int due to same date	137 11	724 72	
X O Gossard	1416 77		
Int due to same date	339 08	1775 85	
Geo T Whiting	723 36		
Int due to same date	71 79	795 15	
Thomas & Adams Trustees of W W Cooper	144 45		
Int due to same date	94 97	239 36	
Same of Henry Jones	986 75		
Int due to same date	130 02	1136 77	
Same of Geo J Holster	1000 00		
Int due to same date	711 83	1711 83	
Merchants & Mechanics Savings Bank	293 10		
Interest due to same date	19 38	312 68	
Same	216 31		
Int due to same date	32 36	248 67	
Same	319 37		
Interest due to same date	53 78	375 15	
Same	239 38		
Int due to same date	41 73	281 11	
R J Thomas	666 71		
Int due to same date	151 66	816 37	
Ans. carried forward		8990 78	

Amount Paid Thomas

8990 79

to B. Hayden

162

Int due on same date

41 46

205 46

Sum

411 69

Int due on same date

40 43

452 12

L. B. Edwards adm of Jas B Southall

85 33

Int due on same date

24 74

115 67

9763 43

B.

An account of the individual creditors of James Thomas who have not released the exec of settlement on Anne M Thomas wife of said James Thomas, and the amount of their respective debts and of their respective proportion share of said exec of settlement

Ebenezer Daniel

76 37

14 31

A. Atkinson Son of A. Atkinson

53 68

10 20

W. B. Southall

1775 83

337 41

Thomas Adams Trustee of James of Henry James

1736 77

214 48

Sum

" " Geo B. Southall

1711 83

323 24

4754 50

902 36

The account of the demands of H S Henry Son and of all other
 creditors of James Thomas whose claims are here on the land em-
 ployed to him by the heirs at law of Anna M Thomas

J. H S Henry Son	Judgement for	309 45	
	Int from October 1. 1872 to October 20 1882		
	Lep \$53 ^{h1} paid at 1 st distribution and 63.96		
	paid at 2 nd distribution at 10% and	193 11	
	less	8 00	510 56
"	Same judgement for	314 12	
	Int from December 1 st 1872 to Oct 20 1882		
	Lep \$53 ^{h2} paid at 1 st distribution 264 ³⁹		
	paid at 2 nd distribution at 10%.	192 81	
	less	8 00	514 93
"	W H Falk Judgement for	1275 39	
	Int from October 8 th 1871 to October 20, 1882		
	at 12% per cent Lep 65 ³⁰ paid December 30 1872		
	272 ¹⁸ paid at 1 st distribution and 371 ⁹⁶ paid		
	at 2 nd distribution	1246 66	
	less	9 00	2731 05
			3756 54

An Account of the individual debts of John Edwards

1	Samuel Bowen Esq	333 58	
	Int due October 20 th 1882	93 65	427 23
2	Ann M. Jordan Esq W P Jordan	36 98	
	Int to same date	6 67	42 65
3	Mills & Powell Esq of A & Powell	600	
	Int to same date	156 55	756 55
4	Wool Walker Esq	248 45	
	Int to same date	67 68	316 13
5	Thomas Hove	12 80	
	Int to same date	3 43	16 23
6	John Edwards	262 74	
	Int to same date	167 86	430 60
7	Whithead & Turner	387 51	
	Int to same date	55 54	443 05
8	W J Harrison Esq	125	
	Int to same date	36 29	159 29
9	Sam	125	
	Int to Sam date	36	139
10	Sam	527 32	
	Int to same date	146 07	771 39
11	Lucy Bross	246 21	
	Int to same date	75 95	322 16
12	Hartman & Whitehill	194 42	
	Int to same date	55 28	249 70
13	Ashton & Emerson	34 75	
	Int to same date	10 14	53 89
14	Watt & Vanght	15 22	
	Int to same date	6 52	19 74
	Amount carried forward		4167 41

Amount Brought Forward

15	Davis Bros	6 20	
	Int to same date	1 85	8 05
16	A Atkinson	82 40	
	Int to same date	50 58	132 98
17	Geo W Burt agent of W W White	67 74	
	Int to same date	28 16	95 90
18	E Vance Bros	88 25	
	Int to same date	26 70	114 95
19	W B Cherry Bros	17 47	
	Int to same date	4 96	22 43
20	M A & A Santa	23 83	
	Int to same date	6 68	30 51
21	Sarah A Ely	200	
	Int to same date ^{1 24 61} bank memo	124 61	324 61
22	to B Haydon receiver	816 42	
	Int to same date ^{72 96} bank	80 96	897 38
23	John L Womble	30	
	Int to same date	18 60	48 60
24	Same agent of Jas E Edwards	95 96	
	Int to same date	71 04	167 00
25	A Atkinson agent of W A Johnson	24 77	
	Int to same date	11 57	36 34
26	Merchants Merchants Savings Bank	243 10	
	Int to same date	19 58	262 68
27	Same	216 31	
	Int to same date	32 36	248 67
28	W J Harrison Bros	218 90	
	Int to same date	60 76	279 66
29	O L Goodrich	1416 77	
	Int to same date	339 08	1755 85
			8483 00

	Amos Broughton Forward		8183 00
30	W L Loomis	286 03	
	due to same date	62 24	298 27
31	E P Todd & Co	209 00	
	due to same date	35 79	264 84
32	E L Ely	47 82	
	due to same date	20 12	67 94
33	Farmers & Merchants Savings Bank	674 02	
	due to same date	242 88	1116 90
34	Charles H. Buffum	145 33	
	due to same date	40 62	185 95
35	Wright & Son	497 60	
	due to same date ^{391 73} _{less 870}	400 63	898 03
36	Ellen P. Wilson	34 85	
	due to same date	9 84	44 69
37	H P Young	532 30	
	due to same date	151 56	704 06
38	Joseph A. Duck	47 33	
	due to same date	8 20	55 53
39	Same	200	
	due to same date	63 78	265 78
40	Same	150	
	due to same date	53 39	203 39
41	Same	256 00	
	due to same date	93 41	351 41
42	John R. Whalley	134 26	
	due to same date	37 27	171 53
43	Geo F. Whitney	723 36	
	due to same date	71 79	795 15
44	Geo A. Johnson	19 25	
	due to same date	5 33	24 58
			1363 75

And Paid Forward

13631 75

45	W Weatherman	37 71	
	Int to same date	12 23	49 96
46	L J Greenawald Bros	43	
	Int to same date	14 46	57 46
47	E b Denny	14	
	Int to same date	3 88	17 88
48	J G Boykins Louisa	102 04	
	Int to same date	27 71	129 75
49	Exchange Nat Bank	327 44	
	Int to same date	44 83	372 27
50	Marilyn Ann Turner	123	
	Int to same date	39 81	164 81
51	R S Thomas	664 71	
	Int to same date	151 66	816 37
52	Merchants & Mechanics Savings Bank	293 10	
	Int to same date	19 38	312 68
53	W A Arkison	103 70	
	Int to same date	28 32	132 22
54	L B Hayden	411 64	
	Int to same date	40 83	452 52
			16237 63

42 E.

An account of the individual credits of John E Adams who have not released the exec of settlement on Antoinette's Adams wife of said John Adams, and the amount of their respective debts and of their respective pro rata shares in said exec of settlement

Ann M Jordan	Ex of W P Jordan	42 45	3 45
Mills E Powell	Ex of A E Powell	756 35	61 68
Thomas Moore		16 23	1 32
Lucy Ross		322 16	26 22
Walt Knight		19 74	1 60
A Atkinson		132 98	10 82
Wm W Pratt	upgr of W W White	95 90	7 80
E Vance	do	114 95	9 35
Sarah A Ely		324 61	26 42
W B Hayden	Reim do	397 38	32 34
A Atkinson	upgr of W A Johnson	36 34	2 45
O G Goodrich		1775 85	144 45
Same		298 27	24 38
E P Tait	do	264 84	21 55
E L Ely		67 94	5 42
Charles Gaffett		185 95	15 13
Wm W Pratt	Ex of W W White	898 03	73 10
Ellen P Wilson	Ex of J L Wilson	44 69	3 63
J A Wick		53 33	4 32
Same		263 78	21 63
Same		203 39	16 37
Same		351 91	28 64
Jas A Johnson		24 58	2 00
E B Denney		17 88	1 45
A Wetherman		49 54	4 06
		6764 07	550 61

And brought forward	6764	07	530	61
J. B. Rayburn Bros	194	75	10	56
Mary Ann Turner	166	81	13	61
Albithson	132	92	10	76
	7190	85	585	36

Comptroller's Office
San Francisco October 9th 1882

To the Honorable Board of Lake of Wight County
Pursuant to two decrees of said court, ~~the~~ rendered at the
~~October~~ June 1881 of said court in a suit in chancery then pending
under the style of ~~James Thomas~~ ^{James Thomas} Trustee as Plaintiff and as
the undersigned a commissioner in said cause in chancery, to whom
was referred for settlement by said decree 1st an account showing
what of the creditors of James Thomas and John E Adams have not released
to their respective wives the exch of dower in their lands and the amount of
their claim on said exch. and 2nd an account of the demand of John
M Thomas and the demand of all other creditors of James Thomas whose
claims are liens on the lands conveyed to him by the heirs at law of Anna
M Thomas his wife refers to said that in the day, first above said
he completes the foregoing account marked A showing that the indebtedness
of James Thomas is \$9763.43. Account marked B shows which of his
creditors refused to release the exch of dower to Anna M Thomas his
wife. ^{and that the pro rata amt of said Exch is 902.34} Account C is an account of all demands against James Thomas
as which are a lien upon the lands conveyed to him by the heirs at
law of the said Anna M Thomas, and shows that the amount of
said demands is \$3756.34. and that they are all of equal priority.
Account marked D is an account of the total indebtedness of John
E Adams and amounts to ^{16237.65} \$7190.85. and Account E shows which
of his creditors have refused to release to Anna M Thomas
his wife the exch of dower up and to her and that their claims

of our exp amount to \$385.32

has in my hand as a compromise in clearing of sand and the
dry and green foot of the sand.

line R A U m m Com

File 923-

Thomas & Alden, Wash.

v. $\frac{2}{3}$ In chg.
Folk Socy.

✓

Report of G. R. Alkin-
son under Decree of
October Term 1881.

Filed Oct. 10th
1883.

✓

In the Circuit Court of the State of Michigan County
Thomas & Adams Trustees

20

Joel & aces.

Henry Jones, one of the defendants in
the above styled cause, Excepts to the report of Geo
R. Atkinson, Commissioner, dated the 9th day of
October 1882 filed the 10th day of October 1883, for
this, to wit: That in the report of individual
debts due by James Thomas are included the
debts due Whitcomb & Turner, O. C. Goodrich
and the Merchants and Mechanics Savings
Bank, all of which were reported against the
Partnership of Thomas & Adams, and the
same debts are also ~~for~~ reported as individual
debts of Geo E. Adams. This Exceptant claims
that as against Creditors primarily of James
Thomas, the above claims, which were pri-
marily Partnership debts of Thomas & Adams
can not be allowed against the individual
Estate of James Thomas, until his individual
Creditors are first satisfied; and this Except-
ant asks that said report may be corrected
accordingly. He also excepts to said report
because no interest is allowed on the Excess
of Dower of Mrs Anna M Thomas Decd.

Henry Jones
By Geo A. High atty.

Thomas' & Adams' Letters

⁷⁰
Joel & others

Exceptions of
Henry Jones to report
of Geo. W. Atkinson filed
Oct 10th 1883

Filed

Lodged in paper 4th.

Augt. 1884.

A. P. George

In the Circuit Court of the County of High- Co.
Thomas & Adams Trustees.

or.

Folk et al.

Geo. T. Clarke one of the defendants in the above styled suit excepts to the report of G. R. Atkinson made on the 9th of Oct. 1882 under decree rendered at the Oct. term 1881 for this to wit: That the claims of Whitehead & Turner, of the Merchants & Mechanics Savings Bank and of C. C. Goodrich, are included in the account of individual debts due by James Thomas, while all the said claims are also included ⁱⁿ ~~against~~ the ~~firm~~ accounts of debts against the firm of Thomas & Adams find in the papers in this cause. And this defendant does not see how they can be both individual and partnership debts.

And this defendant prays that these exceptions to the said court report may be spread upon the record and sustained by the Court.

Geo. T. Clarke

I think he has not advanced any interest in the case of
debt of Thomas & Co. Thomas & Adams.

Thomas & Adamie Trustee

or. } Exceptions
Folk U-ale } of G. F. Clarke

~~Filed~~ Octo. 23. 1883.

To the Honorable George Blund

Judge of the Circuit Court of Essex
Wright County in Chancery sitting
The undersigned,

R. S. Thomas, Co. B. Hayden & R. P. Young
Trustees

Respectfully by James Thomas individ-
ually & of the said James Thomas and
John E. Adams partners trading under
the partnership name & style of Thomas &
Adams respectfully report to the Court
that pursuant to the annexed decree of
the said Court of April Term 1880 in the
suit of Thomas & Adams Trustees & others
v. Fock et al that out of the sum ~~\$44,766~~

\$14,764.89 shown by Statement "A"

hereunto filed to be in the hands of the
said trustees of the assets of Thomas &
Adams they paid the several creditors
of Thomas & Adams mentioned in said
Statement their pro rata share of said as-
sets, first paying to the creditors who
had not shared in the prior distributions
the same percentage on their debt as has
been paid to the other creditors. The said
Statement shows the amount due the
several creditors of Thomas & Adams out-
of the said assets and their receipts for said
several payments with the exception of D.
B. Pastors who was not paid because
he was indebted to the trust fund in a
larger amount than his pro rata share.

Your commissionaries further report

That out of the sum of \$1248.05 shown
by said statement "A" to be in their
hand ~~for~~ as trustees for the said James
Thomas individually they paid the several
creditors of James Thomas their pro
rata shares of said amount shown by said
statement "A" to be due them first paying
to the administrator of James B. Scitall
the same percentage on his debts as
had been paid to the other creditors of James
Thomas on former distribution of his assets.

The said statement also shows the receipts
of the said creditors for the said payments:

Messrs Baker & Waack attorneys for the
Merchants & Mechanics Savings Bank
of Norfolk not being residents of the county
were paid by checks the several pro rata
shares due the said bank by James Thomas
individually and by Thomas & Adams by the
checks of the said trustees on the Marine
Bank of Norfolk which said checks endorsed
by the said attorneys are herewith filed.

All of which is respectfully submitted.

R. S. Thomas

C. B. Hayden Trustees

A. D. Young

Yours aforesaid Trustees beg leave by way
of Supplement~~ally~~ to the aforesaid report an
explanation of their non-compliance with
so much of said decree as directs the dis-
tribution of the assets of John E. Adams
beg leave to state that such distribution
was not made because ~~the~~ his
assets were so small as to make such
distribution impracticable.

All of which is respectfully submitted
R. S. Thomas } Trustees
C. B. Huntington }
A. J. Young }

Thomas & Adams
v
Trusts
Folk et al

Report of Trusts
of payments under
the Decree of April Term
1810.

Filed Octo 4th - 1888

Account - "A"

Account of the debts of James Thomas mentioned in the petitions
Filed and their pro rata share of 1st Distribution

<i> L B Edwards owes of James B Southall for one half of balance of bond paid to A R Young Interest from January 1st 1878 to December 31st 1878 </i>	<i> 85 33 20 05 105 38 </i>
---	--

Pro rata share of \$500000th Distribution of James Thomas assets

Edwards, owner of Lewis B. Benthall	543
Interest from November 30 th 1878 to May 30 th 1880	48
	591 Pet C B Bledin, Secy

for Account of the death of James Thomas one of their persons here
of 2nd Division

Christell Daniel	Paid C B Hayden atty	78 92	10 73
Whithead & Sonner	Paid R.S. Thomas atty	406 01	55 01
Artikemon Eer of Dickinson	do R. S. Thomas atty	54 41	7 41
MERCHANTS & Merchants Savings Bank		618 61	83 40
Heddy Voss & Agnes	who paid G.R. Atkinson atty Paid R.S. Thomas atty	487 75	66 09
O J Goodrich		14 16 77	19 1 88
Jas & Whalley agents of P Young	Paid R.S. Thomas atty	723 36	9 7 99
Thomas Williams trustee agent of W H Bedford	Paid R.S. Thomas atty	327 24	3 0 81
" " " " Harry Jones		7153 30	156 20
" Paid - Geo. T. Colver & Genl Clarke		1544 59	209 19
MERCHANTS & Merchants Savings Bank		294 61	4 0 20
Same		216 31	19 33
Same		319 37	4 3 29
Same		239 38	3 2 46
C B Thomas . Paid R.S. Thomas		664 71	90 05
C B Hayden	Paid C B Hayden	207 57	28 15
Same	Paid C B Hayden	411 69	55 64
L B Edwards, Agent of James B Southall		105 38	1 43 1
		9168 98	1242 14

Statement

James Thomas

In account with L.B. Hayden & R. S. Thomas & A. Young his Trustees

1880

	Spaid R. S. Thomas salary bookkeeping dues	1 00
	" " Whitehead & Turner survey of Grove lot	17 68
	" " A. Young for writing deeds	10 00
	" " Same Clerk fees	68
	" " L.B. Hayden attorney fee for services at April Term 1880	75 00
	" " R. S. Thomas for same	75
	" " Carl Peterson bond in 1st Distribution	31
May 4	" Commission on \$125 ⁰⁰ interest on sales Bonds	6 18
"	" " " \$58 ⁸⁵ " in Bank	2 94
	" Balance due by the Trustees	1248 05
		<u>1469 50</u>

1879

June 7	By check of O. B. Goodrich on Davis lands	102 67
28	" Sale of U.S. Bonds	1015 49
July 14	" Check of O. B. Goodrich balance of the Davis land	134 54
May 4	" " " J. O. Thomas in full of Grove	157 95
	" Interest in Bank	58 85
		<u>1449 51</u>

By Balance due by Trustees	1248 05
Spaid L.B. Edwards adv. J. B. Athall 1 st Distribution	5 91
	<u>1242 14</u>

To paid the following creditors their per rata share of 2nd Distribution to wit

Elizabeth Daniel	19 73
Whitehead & Turner	55 01
Whitman & Co of St. Anthony R. S. Thomas "	7 41
Merchants & Mechanics Savings Bank	83 40
Hardy Bros	66 09
O. B. Goodrich	191 88
James F. Whalley	97 99
Thomas & Adams Trustees assignees of W. H. Coffey	30 81
" " " " Henry Jones	156 30
Amount Carried Forward	<u>699 52</u>
	1242 14

Amount brought Forward	699	52	1242	14
Thomas Holmes Trustee of the Co. of Holbrook	209	19	✓	
Merchants & Mechanics Savings Bank	40	20	✓	
Same	29	33	✓	
Same	43	29	✓	
Same	32	46	✓	
R. S. Thomas Paid R. S. Thomas, acct-	90	05	✓	
Edw. Mayden	28	15	✓	
Same	55	64	✓	
Edw. Mayden, adon for R. S. Thomas	14	31	✓	
	1242	14	1242	14

State report
27

Thomas & Adams

In account with C B Hayden R S Thomas & N O Young their trustees

To paid R C Boykins Notary's fee	1	50
" paid G B Atkinson certifying deed	2	50
" paid R H Chapman " "	1	00
" paid N O Young for deeds	22	50
" paid Do " Clerks fee	6	21
" paid Sergeant of Norfolk		50
" paid C B Hayden Atty for services at April term 1880	25	
" paid R S Thomas for same	25	
" paid R S Thomas expenses to Norfolk on two occasions	20	
" paid G B Atkinson stating account & Distribution	55	00
" Commissioners on \$1492.84 Debts collected	74	64
" " " \$639.15 Interest on sales bonds	31	86
" " " \$636.55 " " Banks	31	82
" Balance due by Trustees	14	764 89
	150	62 32

1879

June 5	By cash of Henry Patton on fail lot	223	74
7	" cash of C B Goodrich " Johnson lot	121	8 04
28	" " from sales of U S Bonds	103	62 14
July 29	" " of C Hall balance of Round Hill	61	61
1880 Jan 9	" " " J A Cofer ow of H Edwards land	114	52
	" " " Geo J Gale ow debt due Thomas & Adams	118	09
22	" " " Wilsons and Shivers Estates	733	91
	" " " James Elles trans admr & Josiah Thomas trustee	269	35
	" " " C B Goodrich bal: ow Store House ^{529.97} ow Saw Yard ^{487.57}	1167	50
	" " " L B Edwards, admr of H J Patton & Shadrach Barber	184	84
	" " " Geo J Davis	72	17
	" Interest accrued in Bank	63	1 55
		1586	2 42

By Balance due by Trustees

14764 89

To paid the following creditors their pro rata share of 1st distribution & Interest to wit

R S J	Barham & Stephenson Paid R S Thomas	27	13
	Amount carried forward	27	13 14764 89

Amount brought forward			24	13	14,764	89
R S T	John C Thomas	Paid R. S. Thomas, atty	6	23		
"	William A Wumble	Paid R. S. Thomas, atty	6	51		
"	Same	Paid R. S. Thomas, atty	10	33		
C B A	Same	" Instruction " "	48	94		
R S T	Martha C Price	Paid R. S. Thomas, atty	37	34		
"	Geo J Barlow	Paid R. S. Thomas, atty	22	77		
C B H	J B Herrant	Paid C B Hayden -	37	85		
	Richard H Pulley	Paid R. S. Thomas, atty	42	97		
C B A	W B Goodrich & Co assignees of Adams & Day	Paid by instruction atty	352	73		
R S T	Geo L Neville	Paid R. S. Thomas, atty	49	28		
"	Same	Paid R. S. Thomas, atty	2	51		
"	John Predmore	Paid R. S. Thomas, atty	6	69		
"	Same	Paid R. S. Thomas, atty	3	21		
To paid same creditors their pro rata in 2 nd distribution interest to wit						
R S T	Barham & Stephenson	Paid R. S. Thomas, atty	24	05		
"	John C Thomas	Paid R. S. Thomas, atty	5	53		
"	William A Wumble	Paid R. S. Thomas, atty	5	55		
"	Same	Paid R. S. Thomas, atty	9	16		
C B A	Same	Paid by instruction atty	38	96		
R S T	Martha C Price	Paid R. S. Thomas, atty	41	96		
"	Geo J Barlow	Paid R. S. Thomas, atty	19	96		
C B H	J B Herrant	Paid C B Hayden atty	33	54		
	Richard H Pulley	Paid R. S. Thomas, atty	35	44		
C B A	W B Goodrich & Co assignees of Adams & Day	Paid by instruction atty	310	80		
R S T	Geo L Neville	Paid R. S. Thomas, atty	45	79		
"	Same	Paid R. S. Thomas, atty	2	24		
R S T	John Predmore	Paid R. S. Thomas, atty	5	93		
	Same	Paid R. S. Thomas, atty	2	85	1333	25
Balance on hand for general distribution					13431	64
To paid the following creditors to wit						
Hayden	1	Salamonsky & Co	Paid C B Hayden atty	45	86	
"	2	Joseph F Jones	Paid C B Hayden atty	35	52	
"	3	Same	Paid C B Hayden atty	19	12	
"	4	J O Crowell	Paid C B Hayden atty	30	26	
"	5	Same	Paid C B Hayden atty	66	63	
Amount carried forward						

Amount brought forward

Hayden	6	J. P. Brownell	Paid C B Hayden atty	18	86	
"	7	Same	Paid C B Hayden atty	23	47	
"	8	R H Outlow		341	80	
"	9	A P Young assignee of S C Boykin		20	72	A. P. Young assign.
Hayden	10	Josiah O Bay	Paid C B Hayden atty	120	21	
Thomas	11	Mike Fulgham	Paid R. S. Thomas atty	147	47	
"	12	J A Hardy & Sons	Paid R. S. Thomas atty	402	85	
"	13	Whithead & Brickhouse	do R. S. Thomas atty	67	66	
"	14	John H Chapman	Paid R. S. Thomas atty	109	14	
"	15	James Reed & Co	Paid R. S. Thomas atty	13	54	
"	16	Same	do R. S. Thomas atty	13	49	
"	17	Same	do R. S. Thomas atty	7	85	
"	18	A J Edwards	Paid R. S. Thomas atty	28	04	
"	19	Davis & Bro	Paid R. S. Thomas atty	37	21	
"	20	J Marsh	Paid R. S. Thomas atty	72	41	
"	21	J O Gamage	Paid R. S. Thomas atty	27	78	
"	22	H O Mitchell	Paid R. S. Thomas atty	35	24	
"	23	Same	Paid R. S. Thomas atty	35	24	
"	24	Peter Blount	Paid R. S. Thomas atty	13	77	
"	25	Davis & Bro	Paid R. S. Thomas atty	31	12	
Thomas	26	Mike Fulgham for his wife & daughter		4	97	Paid R. S. Thomas atty
"	27	Same assignee of W C Fulgham		18	81	Paid R. S. Thomas atty
"	28	Eliza Joyner	Paid R. S. Thomas atty	6	01	
"	29	The Vestry of Christ Church Smithfield		38	09	Paid R. S. Thomas atty
"	30	Hofheimer & Co.	Paid R. S. Thomas atty	41	89	
"	31	First National Bank of Norfolk		18	29	Paid R. S. Thomas atty
"	32	R S Thomas	Paid R. S. Thomas	242	80	
"	33	J A Hardy & Sons	Paid R. S. Thomas atty	78	38	
"	34	Same	Paid R. S. Thomas atty	26	48	
"	35	Nathaniel Henry	Paid R. S. Thomas atty	58	40	
Hayden	36	Sarah A Clay	Paid C B Hayden atty	167	55	
Hayden	37	James G Jones	Paid C B Hayden atty	32	51	
"	38	John Edwards	Pd. A. P. Young Ed.	56	31	
Thomas	39	E W Jones	Paid R. S. Thomas atty	144	15	
"	40	Maritta Wise	Paid R. S. Thomas atty	302	71	
Amount carried forward						

		Amount brought forward	3052	51	
Thomas	41	Broughton & Maltby. Paid R.S. Thomas, atty-	38	40	
"	42	Emmew & Jordan Paid R.S. Thomas, atty-	131	47	
"	43	James G. Lough & Bro. Paid R.S. Thomas, atty-	40	77	
"	44	W. F. Allen & Co. Paid R. S. Thomas, atty-	80	68	
"	45	Same Paid R. S. Thomas, atty-	80	74	
"	46	Same Paid R. S. Thomas, atty-	80	80	
"	47	Same Paid R. S. Thomas, atty-	80	58	
"	48	W. F. Harrison Paid R. S. Thomas, atty-	80	87	
"	49	Same Paid R. S. Thomas, atty-	242	97	
"	50	Same Paid R. S. Thomas, atty-	77	95	
"	51	Same Paid R. S. Thomas, atty-	75	39	
"	52	Same Paid R. S. Thomas, atty-	13	32	
"	53	J. O. Thomas Paid R. S. Thomas, atty-	88	91	
"	54	Farmers & Merchants Loan & Trust Co. Norfolk	674	62	Paid R. S. Thomas, atty-
Thomas	55	William Goodson assignee of Ann O. Harrison	58	80	Paid R. S. Thomas, atty-
"	56	Whitehead & Turner Paid R. S. Thomas, atty-	199	41	
"	57	Same Paid R. S. Thomas, atty-	55	64	
"	58	Same Paid R. S. Thomas, atty-	55	40	
"	59	Same Paid R. S. Thomas, atty-	15	30	
"	60	J. O. Thomas Paid R. S. Thomas, atty-	82	09	
"	61	Whitehead & Turner Paid R. S. Thomas, atty-	6	84	
Hayden	62	E. Vance Paid C. B. Hayden atty-	13	67	
"	63	Same Paid C. B. Hayden atty-	13	60	
"	64	Geo. H. Britts Paid C. B. Hayden atty-	11	67	
"	65	A. G. Cofer & Co. Paid C. B. Hayden atty-	24	62	
"	66	D. S. Cherry & Low Paid C. B. Hayden atty-	96	28	
"	67	Same Paid C. B. Hayden atty-	96	93	
"	68	W. D. Fidd Paid C. B. Hayden atty-	557	15	
"	69	H. H. Chapman trustee of W. H. Thomas	107	34	
"	70	John G. Humble Paid C. B. Hayden atty-	181	08	
"	71	E. L. Clegg Paid C. B. Hayden atty-	14	28	
"	72	Same Paid C. B. Hayden atty-	141	97	
"	73	W. H. Fitchett Pd. N. P. Young assign.	68	20	
"	74	Same " N. P. Young assign.	72	37	
75		Merchants & Mechanics Savings Bank Norfolk	79	11	
		Amount carried forward	6791	91	

		Amount brought forward	6791	91	
	76	Merchants & Mechanics Savings Bank Norfolk	111	81	
	77	Same	73	01	
	78	Same	83	85	
	79	Same	53	20	
Atkinson	80	Cas R. Atkinson atty & paid by him & wife	251	93	
"	81	Same attorney for H. Wetherill & wife	19	19	
	82	Maria Carroll	53	60	
	83	Note to R. H. Randolph paid	"	"	
	84	Armstrong Turner. Paid R. S. Thomas atty	330	08	
	85	Same Paid R. S. Thomas atty	41	38	
Thomas	86	W. A. Warren Paid R. S. Thomas atty	216	44	
"	87	J. D. Outlow transfer of W. A. Noble	135	58	Paid R. S. Thomas atty
	88	Geo. F. Hall Executor of Mary Hall	163	73	
	89	A. P. Young Pd. A. P. Young	166	47	
	90	Same " A. P. Young	15	34	
	91	Same " A. P. Young	29	65	
	92	Same Commissioners in Hall & also vs Gray & also	400	90	Pd. A. P. Young
	93	O. C. Goodrich O. C. Goodrich Paid	86	99	
	94	O. C. Goodrich A. P. Young & J. D. Chalmers	378	80	Pd. A. P. Young
Hayden	95	Geo. J. Goodson for Geo. & Merchants Savings Bank	275	74	Paid C. B. Baker atty
Atkinson	96	Farmers & Merchants Savings Bank	68	61	
"	97	Same Paid by R. S. Thomas atty	111	28	
"	98	Same Paid by R. S. Thomas atty	44	70	
"	99	E. L. Eley for Farmers Bank Paid by R. S. Thomas atty	68	28	
	100	John F. Ramsay Pd. A. P. Young for R.	15	83	
Young	101	Merchants & Mechanics Savings Bank	88	90	
"	102	A. P. Young Pd. A. P. Young	17	41	
	103	W. A. Noble Paid R. S. Thomas atty	13	21	
	104	A. P. Young Pd. A. P. Young	16	08	
	105	W. A. Noble Paid R. S. Thomas atty	13	51	
	106	John C. Gwaltney Paid R. S. Thomas atty	42	14	
	107	Has been paid	"	"	
Atkinson	108	E. Morrison Ex W. A. Noble Paid by R. S. Thomas atty	71	62	
	109	Mary & Edwards & dr of W. B. & E. L. Edwards	183	23	Paid R. S. Thomas atty
	110	Mary & Edwards Paid R. S. Thomas atty	21	92	
		Amount carried forward	10457	54	

		Amount brought forward	104	54	54	
111	Mr G Hart assignee of W A Noble		181	10		Paid R.S. Thomas ^{adv}
112	Estate of W M Crocker P. ^{A.P. Young}		122	06		
Akinson 113	Farmers & Merchants Savings Bank	Paid G.R. Thomas	12	94		
" 114	Same	Paid G.R. Thomas	69	48		
" 115	Same	Paid G.R. Thomas	23	82		
" 116	Same	Paid G.R. Thomas	74	07		
" 117	Same Has been paid		"	"		
" 118	Same	Paid G.R. Thomas	76	26		
" 119	Same	Paid G.R. Thomas	54	78		
" 120	Same	Paid G.R. Thomas	55	48		
" 121	Same has been paid		"	"		
Hayden 122	J C Thomas & Baltimore Jordan		176	53		Paid C.B. Hayden
" 123	W H Fitchett		13	79		
" 124	Same		14	01		
125	A P Young ^{P.O. A.P. Young}		27	44		
126	D B Pastors (Not-distributed)		48	16		
Hayden 127	C B Hayden	Paid C.B. Hayden	253	88		
" 128	Burrup Low & Co	Paid C.B. Hayden	37	22		
" 129	Same	Paid C.B. Hayden	60	48		
130	O C Goodrich	O C Goodrich Paid	515	61		
Thomas 131	J C Thomas	Paid R.S. Thomas	6	83		
" 132	W A Noble	Paid R.S. Thomas	79	11		
133	Has been paid		"	"		
Hayden 134	E L Eley	Paid C.B. Hayden	5	08		
" 135	C B Hayden assignee of A H White		90	39		Paid C.B. Hayden
" 136	Richard Edwards admr	Paid C.B. Hayden	44	25		
" 137	Same	Paid C.B. Hayden	4	86		
" 138	Same	Paid C.B. Hayden	2	90		
" 139	Same	Paid C.B. Hayden	42	10		
" 140	Same	Paid C.B. Hayden	8	45		
" 141	John W Edwards admr	Paid C.B. Hayden	11	85		
Thomas 142	Barham & Stephenson	Paid R.S. Thomas	33	32		
" 143	John C Thomas	Paid R.S. Thomas	7	67		
" 144	William A Noble	Paid R.S. Thomas	71	22		
" 145	Same	Paid R.S. Thomas	12	68		
	Amount carried forward		1246	87	58	

		Amount brought forward	12687	58
Atkinson 146	William A Womble	Paid R. S. Thomas atty	53	83
Thomas 147	Martha E Price	Paid R. S. Thomas atty	57	98
" 148	George C Barlow	Paid R. S. Thomas atty	27	61
Hayden 149	J R Herant	Paid C B Hayden atty	46	36
150	Richard H Pulley	Paid R. S. Thomas atty	48	82
Atkinson 151	O C Gordich + Co	assignees of Adams & Day	429	45
Thomas 152	Geo L Kiville	Paid R. S. Thomas atty	64	77
" 153	Same	Paid R. S. Thomas atty	3	11
" 154	John Ordmore	Paid R. S. Thomas atty	8	50
" 155	Same	Paid R. S. Thomas atty	3	96
			1343	164

Thomas Adams

$\frac{1}{3}$ day

Doct et als

Distribution under
Decree of appt ch.
1880.

Filed for Decs 1880

Mr. *Anna M Thomas heirs*Magisterial District, *5*

1884.

To I. N. JONES, Treasurer of Isle of Wight County, Va., Dr.

LAND.	
No. Acres.	Value.

To State Capitation Tax.....	1 00	
To State Tax on <i>lot</i>acres Land, value \$. <i>2500</i> , at 30c. on \$100..	<i>750</i>	
To State Tax on Personal Property, value \$....., at 30c. on \$100.....		
To State School Tax on Real & Pers'l Prop'y, value \$. <i>11</i>, at 10c. on \$100..	<i>250</i>	
Total amount of State Taxes.....		<i>10</i>
To County Capitation Tax.....	50	
To County Levy on <i>lot</i>acres Land, value \$. <i>2500</i> , at 33 $\frac{1}{3}$ c. on \$100..	<i>833</i>	
To County Levy on Personal Property, value \$....., at 33 $\frac{1}{3}$ c. on \$100..		
To Co. School Tax on Real & Pers'l Prop'y, value \$....., at 10c. on \$100..		
To Dist. " " " " " value \$., at 5c. on \$100..		
Total amount of County Taxes.....		<i>833</i>
Total amount of State and County Taxes.		<i>1833</i>
December 1st—5 per cent. added.....		<i>92</i>
TOTAL AMOUNT.....		<i>1925</i>

RECEIVED PAYMENT.

of J. O. Thomas

TREASURER.

May 24/86 J. R. Whitehead

DEPUTY TR.

Anna M. Thomas
lives

See R. S. Thomas

19²⁵

Taxes for 1884

paid

by J. O. Thomas
and not deduct
ed by him when
he paid his bond

The Bell &
The Amended Bell.

THE VIRGINIAN NEWSPAPER, JOB PRINTING and PUBLISHING HOUSE

VIRGINIAN BUILDING, Cor. Main and Commerce Streets.

Northolk, Va.

188

Mr. R. S. Thomas & N. P. Young Trustees - Mrs. Adams,

N. NORFOLK VIRGINIAN, Dr.

July 19 Dr. **T. NORFOLK VIRGINIAN,** Dr. 50 '8 Bell's Sale ~~1~~ 1.50

Received Payment,

R. G. Gorman

M. GLENNAN, OWNER.

Thomas & Adams Trustees

Folk et al

To the Hon George B Low Judge of the
Circuit Court of Sale of Wright County in
Chancery sitting:

The undersigned have
the honor to report that under and by vir-
tue of the decree heretofore rendered
at the April Term of your honorable
Court - 1884 in the suit of Thomas & Adams
Trust, after due and proper advertise-
ment, & pursuant to public sale on the
6th day of October 1884 at Sale of Wright
Court House (that being Court Day),
The House & Lot of Land in the town of
Smithfield that was assigned to Anna
Mc Thomas the wife of James Thomas
as and for her dower or so much thereof
as should be the equivalent of her
dower as will be seen from a copy of
the advertisement of sale herewith
filed as a part of this report and on
the said 6th day of October at Sale of Wright
Court House they sold the said House &
Lot on the terms presented in the said
decree viz, one third cash and the bal-
ance on a credit of one & two years requi-
ring bonds, ^{with good security} for the deferred payment bear-
ing interest from the day payable in ar-

and two years from the day of sale with a
 waiver of the hundred & retaining title
 till the purchase money is paid. Some
 slight mistakes in the description of the
 property & as made in the Deed of Trust-
 under which the assignment was
 made having come to our knowledge
 we employed E. M. Morrison the
 county surveyor to survey the same.
 It was advertised, and sold according
 to this survey, & the survey was exhib-
 ited on the day of sale which is hereunto
~~attached~~ ~~as a part of this report~~ exhibited and
 hereto attached as a part of this report.

At the sale aforesaid the property
 was bid off by and knocked down to
 J. O. Thomas for the sum of \$2550.00
 Twenty five Hundred and fifty-
 dollars who paid in cash

the sum of \$850.00
 and gave his two bonds each 850.00
 payable in 1 & 2 years from 850.00 2550.00
 the said 6th day of October A.D.

1884 with
 as his surety. The said bonds are here-
 unto returned.

Out of the said sum of 850.00
 they paid

E. M. Morrison surveyor	5.00	
Printer for advertisements	1.50	
R. A. Whitehead, Clerk	5.00	
Themselves Commissions	<u>112.50</u>	<u>124.00</u>
		\$726.00

and had left in their hands the sum of \$726.00
which they deposited in the Marine Bank
of Norfolk Virginia to the credit of
themselves as Trustees of James Thomas
as soon as seen from the certificate
of the said Bank here with filed as a
part of this report.

Respectfully submitted

R. S. Thomas	} surviving Trustees of James Thomas
<u>M. P. Thomas</u>	

October 8th 1884.

Received Aug 14th 1886 of N. P. Young clerk of
the Circuit-Court of Wright Co the two bonds of
J. O. Thomas and M. E. Jordan for \$850.00 each
dated October 6th 1884 payable one and two years
from date and the plot of E M Morrison filed with the
report-

R. S. Thomas Secy.
N. P. Young Secy.

Thomas & Jordan Aug 14

Receipt - do

Receipt of R. S. Thomas
N. P. Young Secy.
of James Thomas &
Sale of the above prop-
erty under decree of
April term 1884.

Oct 8th 1884
Rec'd 8th 1884

In the Circuit Court of Ark of Wright
County, the 21st day of April 1884.
Thomas & Adams Executors Plffs.

^{vs}
H. J. Folk and als. Defs.

This cause came on this day to be again
heard on the papers formerly read on the
answer of James T. Chalices to the petition
of L. B. Allen which answer with the deed
of the heirs of A. M. Thomas to James Thomas
is this day filed by the leave of the Court
on the report of George R. Peterson spe-
cial Commissioner received under decree
of October term 1881 and on the ex-
ceptions of Geo. S. Clarke to the said re-
port and was argued by counsel; on
consideration whereof the Court doth
confirm said report so far and so far only
as it relates to the issues of dower of
Mrs. Antonette T. Adams in the lands
of her late husband Geo. T. Adams and
without now deciding the exceptions
of the said Geo. S. Clarke, doth adjudge
order and decree that the deed of H. C.
Young and others the heirs of A. M.
Thomas be admitted to record. And the
Court doth further adjudge order and
decree that R. S. Thomas and H. C.

Young trustees of the said James Thom-
as and John E. Adams under the
deed of trust in the proceedings men-
tioned shall sell the real estate as-
signed to Anna M. Thomas in the
said deed of trust and bill and pro-
ceedings mentioned as and for her
dower, and unless the said Antoinette
T. Adams or some one for her shall pay
off and discharge the pro rata
shares of the debts due Ann M. Jo-
dan and others, as shown in ac-
count "E." of Commissioner & Atten-
sion's report, shall also sell the
house and lot assigned to said An-
toinette T. Adams, in the town of
Smithfield, in the said deed of
trust and in the bill and pro-
ceedings mentioned as and for
her dower on the following terms
to wit: One third cash, the bal-
ance on a credit of one and two
years, taking for the deferred pay-
ments bonds with good security,
with the waiver of homestead
bearing interest from the day of
sale, and make report to Court

of their proceedings under this
decree -

Acce^d.

Teste, A. D. Young *cl.*

Thomas & Adams
For. $\frac{2}{3}$ in cheq-
as. $\frac{1}{3}$

Tolk et al.

Co. De. of Feb. 1884.
for percent. by Dr. Adams
- for sole pr.

W. Thomas

Thomas & Adams Trustees

Fock et al

To the Honorable George Blair
Judge of the Circuit-Court of Cook
County - Chicago

The undersigned who were directed by the Decreeal order herein at the April Term 1884 to sell the house and lot in the town of Smithfield that was assigned to Antoinette V. Adams under the Deed of Trust of James Thomas, and John E. Adams as individuals and as partners trading as Thomas & Adams and of their ~~est~~ wives respectively in the title and proceedings mentioned unless the said Antoinette V. Adams should pay off and discharge the two notes shares of the debts due to Ann M. Jordan and others as shown in Account E. of Com-missaries Atkinson's report filed Octo-ber 10th 1883 by leave must respec-tively report that on the 8th day of August 1884 they paid over to the under-signed as Trustees ^{John E. Adams} as aforesaid the Prin-cipal sum of

585-34

shown by the aforesaid report of Com-missaries Atkinson to be due by the said Antoinette V. Adams to Ann M. Jordan & others who had

not released the except of Taxes assigned
 to the said Antromette v. Adams, \$585 34
 And interest on the same from Octo-
 ber 9th 1882 - the date of the report
 of Benjamin R. Atkinson - to the
 6th Day of August 1884, viz, 64 09
 And 1/2 of Benjamin R. Atkinson
 his fee of \$23.00 for the said report
 and cost of printed notices of sale 11. 50
 making in all 1 50
 \$662 43

That we have paid

George R. Atkinson, Comr \$11.50

Printer 1.50

and have on hand 649.43 662 43

Subject to the order of the Court.

There are some twenty five or thirty per-
 sons entitled to the said \$649.43 in various
 and unequal amounts, and so the said
 A. v. Adams paid the money over to us for
 distribution.

Respectfully submitted.

R. S. Thomas } Trustees
 J. D. Gray } J. E.
 Adams

Received eleven^{ty} or dollars commission
 as above.

Geo R Atkinson

Received December 1st 1884 of N. P. Garry
clerk of the circuit court of D. & W. Co.
the within named certificate of deposit
for \$649.43 Paid Aug. 29th 1884. to credit
of R. S. Thomas & N. P. Garry Trustees of Jno S
Adams

R. S. Thomas

Special Comiss

Thomas & Adams
Trustees

Jack et al

Received & kept

1884

Report of collection of
Deposit of money paid
by R. S. Thomas

W. H. Taylor,
President.

Hugh V. Page,
Acting Cashier.

Marine Bank

Norfolk, Va., ^{He} Oct: 10th 1884

R. V. Thomas, Esq., Cashier.

Dear Sir: Smithfield

Your favor of the 8 is received
with enclosures as stated. \$8.50 to your credit

Entered for collection: _____

Yours truly,

Hugh V. Page.

Acting Cashier.

Enclose

We also place \$726. to the
cr "R. V. Thomas & N. P.
Young Trustees of
James Thomas" as
directed by you. I do
not understand how-
ever, what you mean
by placing this also to
the cr: of "Thomas and
Adams Trustees in full et
al". If you desire to

place this amt. to the
Credit of same suit &c
You and also Young will
please draw yr check
on us, as "Trustees of
James Thomas" & indi-
cate more clearly the
style of suit, for we
have no ac^t "Thomas
& Adams, Trustees, in full
of ac^t"

W. H. Taylor,
President.

Hugh A. Page,
Acting Cashier.

Marine Bank

Norfolk, Va., ¹¹Oct. 15th 1884

R. V. Thomas, Esq., Cashier.

Dear Sir:

Sanitized in

Your favor of the 13th is received
with enclosures as stated. \$ 7 to your credit.

Entered for collection: _____

Yours truly,

Hugh A. Page,

Acting Cashier.

Enclose

Please sign the enclosed
check (let Mr. Young to
sign with you) & return
it to me. I will then
open suit of car, given
Tread Court Certif.

No. _____

Norfolk, Va. Octo: 15th 1884

The Marine Bank

OF NORFOLK.

Pay to Credit acc^t. "Thomas & Adams & Co. of Ala."

Seven hundred & twenty six — no Dollars.

\$726⁰⁰

100
} Trustees of
} Jas. Thomas

Thurman & Adams Justices

v

Faell et al

Received October 7th 1884 of R. S. Thurman
and M. P. Young surviving Justices of
James Thurman the sum of Five dol-
lars for services as Crier in the sale
of the Grove House & Lot.

A. K. Whithead

Crier

Deed of Bargain and Sale.

TO

R. S. Thomas & N. P. Goring
Trusts L James Thomas

1884

To

E. M. Morrison

July 14

To making survey & plot
of Grove Lot

5 00

Rec'd payr.
E. M. Morrison
Surveyor

SALE OF THE GROVE HOUSE AND LOT

An Excellent Piece of Property for a Hotel, a Boarding School or a Private Residence.

Under and by virtue of the decree of the Circuit Court of Isle of Wight County, pronounced at its April term, 1884, in the suit of Thomas and Adams' Trustees vs. Folk et als., we shall offer for sale at public auction, at Isle of Wight C. H., on the

6th Day of October, A. D., 1884.

[that being Court day] all of that certain HOUSE and LOT OF LAND in the town of Smithfield, which was assigned to Anna M. Thomas, the wife of James Thomas, as and for her dower [or so much thereof as should be its equivalent] by the deed of trust of James Thomas and John E. Adams as individuals and as partners trading as Thomas & Adams, and by Anna M. Thomas and Antoinette V. Adams bearing date February 15th, 1873, which, according to the plot of E. M. Morrison, County Surveyor, made July 12th, 1884, by which it will be sold, begins at a corner numbered 1 corner on lot formerly belonging to C. B. Hayden, and the lot formerly belonging to S. G. Boykin, and runs thence north $29\frac{1}{2}^{\circ}$, west 6.75 chains to a post corner on Mrs. S. A. Ely, thence north $55\frac{1}{2}^{\circ}$, east 5 25 chains to a corner on I. O. Thomas, thence

*S $29\frac{1}{2}^{\circ}$ East 6.75 chains to a post corner on J. A. Brun
and J. O. Thomas, thence S 56° W 1.75 chains to a corner
on J. O. Thomas, thence S $29\frac{1}{2}^{\circ}$ E 1.13 chains to a corner
near old jail: thence S 56° W 80 chains to a corner
on J. S. Cofer thence N $29\frac{1}{2}^{\circ}$ West 1.13
chains to a corner on J. S. Cofer, thence S
 $55\frac{1}{2}^{\circ}$ West 2.70 to the point of beginning.*

TERMS: One-third cash, and the balance in one, two and ~~three~~ years for which bond with good security will be required, payable in one and two years from the day of sale with interest from date with a waiver of the homestead will be required, and title retained till after the purchase money is paid.

R. S. THOMAS,
N. P. YOUNG,
Trustees.

M. GLENNAN, OWNER.

THE VIRGINIAN NEWSPAPER, JOB PRINTING and PUBLISHING HOUSE

VIRGINIAN BUILDING, Cor. Main and Commerce Streets.

Norfolk, Va.

188

Mr. R. S. Thomas & A. P. Young, Trustees for Mrs. Thomas

T. NORFOLK VIRGINIAN, Dr.

July 19 To Printing 50 ^{from}/₈ Bill

Sale of ~~House~~ House & Lot.

100

Received Payment,

M. Glennan

Thomas & Adams Trustees
v

Fack et al

The undersigned who were directed by a Decree of the Court herein to collect of The Marine Bank of Norfolk Virginia the sum of \$649.43 and all interest on thereon and after paying out the costs as in the said Decree directed to pay over the balance in hand pro rata to Ann M. Jordan et al by have most respectfully to report that they collected the said sum of \$649.43 and the sum of \$7.15 making \$656.58 and after paying thereon the costs there remained in their hands the sum of \$620.45 for pro rata distribution as will appear by Statement "A" of an account of their transactions herewith filed as a part of this report. And they paid out the same to the parties respectively entitled there to in their several pro rata shares as will appear by Statement "B" of the aforesaid report.

All of which is respectfully submitted

R. S. Thomas

Thames & Adams

✓

Folk M. al

Report of
R. S. Thames

Mr. P. M. M. M.
the Board
of payments under
Decree of Oct- '84.

Apr. 6th 1885. Filed

In the Circuit Court of Scales County,
the 20th day of October, 1884.

Thomas & Adams Trustees vs. Ittles.
15 Ex Chancery.

H. D. Folk et al. Defts.

This Cause came on this day to
be again heard on the papers for-
mally read and on the report of
R. S. Thomas and A. P. Young Trustees
of John E. Adams filed herein Aug-
ust 14th 1884, showing a net col-
lection of \$649.43 of Antionette D.
Adams, and a deposit of the same
with The Marine Bank of Norfolk
Virginia, to their credit as Trustees
of John E. Adams, and on the report
of the said R. S. Thomas & A. P. Young
Trustees of James Thomas of the
sale of the Groves House and lot
filed herein October 8th 1884, to which
reports no exceptions are filed and
was argued by Counsel. On consid-
eration whereof the Court confirm-
ing both of the said reports and
modifying the decree herein of
April term 1884, directing
Antionette D. Adams to make

Certain payments therein mentioned
doth adjudge order and decree that
R. S. Thomas and A. P. Goring who are
being appointed special Commissioners
for that purpose shall collect of
and from the Marine Bank of Nor-
folk, Virginia, the sum of \$649.⁴³
shown by their said report of August
14th 1884, to have been deposited with
it and all interest due thereon and
after reserving from and out of the
money thus collected the costs and
charges attending a distribution
of the same and report thereof they
shall pay over the balance pro rata
to Am. M. Jordan et al. mentioned
in Account E. of Commissioners
Atkinsons report filed herein Octo-
ber 10th 1883, and the Court doth ad-
judge order and decree that the
said R. S. Thomas and A. P. Goring
trustees of James Thomas shall
withdraw from their report of the
sale of the Grover House and lot,
filed herein October 8th 1884, the
plot of the survey of the said
Grover House and lot and also

the two bonds of J. C. Thomas & M. J. Jordan each for \$830.⁰⁰ bearing date October 6th 1884, payable with interest from date in one & two years respectively on leaving their receipts with the Clerk of this Court for the said plat used for the aforesaid bonds and collect the said bonds at maturity, or before should payment be tendered before they mature and on payment in full of the same to make to the said J. C. Thomas a good and sufficient deed in fee simple with special warranty for the said house and lot by and according to the metes and bounds of the said plat of the said survey of the said Grove House and lot making the said plat a part of the said Deed. But the said K. S. Thomas & A. P. Goring trustees of John C. Adams shall not collect or receive from the said Marine Bank of Norfolk, Virginia the aforesaid sum of \$649.⁴³ and interest as aforesaid until they shall have entered into bond in the penalty of \$1300.⁰⁰ with good & sufficient security before the Clerk of this Court or his deputy, conditioned for the

faithful performance of their duty
in the distribution of the said sum
of \$649.⁴³ and its interest under
this decree.

Recd.

Teste, J. D. Young et al

Thomas & Abnerus & Co.

W. B. Leach.

W. D. Tolch. et al

" Copy Decree

Oct. 1st 1884

A

An Account of the Amount in Bank as per Report of August 14th 84, Interest on the same & the pro rata shares of each creditor

Amount in Bank as per Report	649 43	
Interest on same as Per Statement	<u>7 15</u>	656 58
Commissions on the same	22 13	
Costs of this Report & Distribution	<u>14 00</u>	<u>36 13</u>
Amount for Distribution		620 45

B.

The Pro Rata share of Each creditor as per Report of Commissions G. R. Atkinson filed October Term 1881 with interest added.

Per Atk.

Ann M. Jordan ex of W. P. Jordan	3 45	3 66
Mills E. Powell of H. T. Powell	61 68	65 38
Thomas & Co	1 32	1 40
Heitz Bros	26 22	27 79
Watt & Knight	1 60	1 70
A. Atkinson	10 82	11 46
G. W. Brant appt of R. W. White	7 80	8 26
E. Vance & Co	9 35	9 91
Sarah A. Eley	26 42	28 00
C. B. Hayden Receiver	32 34	34 28
A. Atkinson appt of W. A. Johnson	<u>2 95</u>	<u>3 14</u>
	183 95	194 98

Amount Brought forward	183	95-	194	9.8
O. C. Goodrich	144	45-	153	11
Same	24	28	25	73
E. P. Tabb + Co	21	55-	22	84
E. L. Eley	5	53	5	88
Chiles + Griffith	15	13	16	03
Ingvald's Exrs for M. N. Ingvald	73	10	77	48
Ellen P. Wilson Exr of L. L. Wilson	3	63	3	86
J. H. Duck	4	52	4	79
Same	21	63	22	92
Same	16	37	17	35
Same	28	64	30	35
James A. Johnson	2	00	2	12
E. C. Denney	1	45	1	56
H. W. Thurman	4	06	4	32
S. G. Boykin Justice	10	56	11	19
Mary Ann Turner	13	41	14	21
A. A. Lindsey	10	76	11	40
	585	34	620	45-

Amount in our hands for Distribution 620 45-

C.

We the undersigned have each and severally received from R. S. Thomas and A. P. Gony special commissioners in the matter of Thomas + Adams Justices v. Folk et al the

Decr of October 2nd 1884 the sun set opposite
beach of our names respectively

Ann M. Jordan Ex ^t of W.P. J by R.S. Thomas atty	3	66
Mills E. Powell Ex ^r by R.S. Thomas atty	65	38
Thomas & bore by R.S. Thomas atty	1	40
Getz Bros " " "	27	79
Watt & Knight " " "	1	70
A. Atkinson " " "	11	46
H. W. Burt of ^e of A.W. White & Webster of.	8	26
E. Vance & Co by R.S. Thomas "	9	91
Sarah A. Eley " " "	28	00
C. B. Haylen Receiver by R.S. Thomas "	34	28
A. Atkinson " " "	3	14
O. C. Goodrich O. C. Goodrich	153	11
Same O. C. Goodrich	25	73
E. P. Jabb & Co by R.S. Thomas atty	22	84
E. L. Eley see check	5	88
Chiles & Griffith by R.S. Thomas atty	16	03
Ingensharts Ex ^t see check	77	48
Ellen P. Wilson Ex ^r by R.S. Thomas atty	3	86
J. H. Duck by R.S. Thomas atty	4	79
Same " " "	22	92
Same " " "	17	35
Same " " "	30	35
J. A. Johnson " " "	2	12
E. C. Deming by R.S. Thomas "	1	56
H. Wertheimer " " "	4	32
S. G. Boykins Trustee " "	11	19
Mary Ann Turner " " "	14	21
A. Atkinson by R.S. Thomas "	11	40
	620	45

Mr. R. S. Thomas Norfolk, Va. May 10 1884

To NORFOLK VIRGINIAN Dr.

M. GLENNAN, Owner.

Published Daily and Weekly in Virginian Building.

Cor. Main and Commerce Streets.

Aug 30 00 1/8 Sheet Bill
Grove house & lot \$1750 17

Paid Dec 20/84
M. Glennan
J. D. P. Calisfurn

Please send Bill for due by N. R. Young and
myself. The end terms for sale of land of
R. C. Edwards

Dec 1884

M. GLENNAN, OWNER.

VIRGINIAN NEWSPAPER, JOB PRINTING and PUBLISHING HOUSE
VIRGINIAN BUILDING, Cor. Main and Commerce Streets.

Norfolk, Va.

Dec 16 1884

Mr.

R. S. Thomas

T. NORFOLK VIRGINIAN, Dr.

Nov 22nd 50-¹/₈ Shd Bills - Sale of Isle

of Wight Property - N. P. Young & R. S. Thomas
\$150

Received Payment,

Dec 20th 1884
M. Glennan
P. A. L. S. P. A.

Received of R. S. Thomas & A. P. Young
Special Com Misers of & in the suit
of Trustees of Thomas & Adams v. Felt
at all the sum of \$77.48 the per cent
share of regulars Exes for Mr. M.
Lopez Lusk & R. W. Bunge & Fournier
his wife as per report of said Com Mis
ers in the above entitled suit.

Feb 7. 1885

John Good

Atty.

all of funds cred: of James Thomas
from sale of home land

The last Deposit - of #649 -
was from Mrs Adams & was
paid out & reported by us April
6th 1883 -

Waring Bank

Bank Statement

See Memorandum

Turns
within

1885.

R. S. Thomas, Esq.,

Smithfield



V^o

1886

R. S. Thomas & A. P. Gandy
 Trustees of James Thomas
 In etc with the Grove Property
 bought by J. O. Thomas

Aug	14	To collection of 1 st Bond of J. O. Thomas for	850	00	
"	"	To collection of 2 Bond of Same And Interest on the same from October 6 th 1884 to August 14 th 1886	850	00	1700 00
					189 26
					1889 26
		To paid commissions on \$189.26	9	46	
		To paid R. S. Thomas for Taxes paid on Property in 1884 Interest from July 2 nd 85 to Au- gust 14 th 1886	3	45	
				30	
		To paid A. P. Gandy for writing Deed	5	00	
		To paid C. B. Hayden Notary	1	00	19.21
					1870 05
		Cash deposited in the Ma- rine Bank of Norfolk, Vir- ginia as per its Letter of Advice			1870 05

Com mis cins

9 46

1/2 of do

4 73

Deed

5-00

Received August 14th 1886 of R. S.
Thomas Trustee of James Thomas
the sum of Nine 73/100 dollars for 1/2
com mis cins and for Writing Deed
to J. O. Thomas

In
check
236

Received of N. P. Bunn Trustee of
James Thomas the sum of Four
dollars and seventy three cents 1/2 of com
mis cins on interest due on the J. O.
Thomas bond

R. S. Thomas

Thomas & Wams
v

Folk et al

To the Hon: George Blair
Judge of the Circuit-Court
of Lee & Wright Counties

We have the hon-
or most respectfully to report, that
O. Thomas, the purchaser of the Grove
Property - sold by us under the decree
rendered in this cause on the 21st day
of April 1884 as reported by us in
our report of October 8th 1884 - wish-
ing to pay off and discharge his two
bonds for the purchase price of that
property each bearing date October
6th 1884 and each being for the sum
of \$850.00 with interest on each from
its date we on the 14th day of
August collected the same amount-
ing with Principal and interest to
the sum of \$1889.26 from which we
deducted our commissions on interest
and taxes amounting to \$13.21 and
deposited the balance to our credit -
as Trustees of James Thomas in
the Marine Bank of Norfolk, Vir-
-ginia as will appear from a state-
ment of the said collection and pay ments
and the certificate of the Cashier here-
with filed as a part of this report -

Respectfully submitted

R. S. Thomas

N. S. Thomas
Trustee of James Thomas

August-14th 86

18
Thomas & Adams
Foster

v

Fall et al

Report of Collec-
tion of bonds of J. O.
Thomas for the Govt
Property & Deposit
of funds and in the
Decemr

Filed Oct. 9, 1880.
"

UNITED STATES
POSTAL CARD



Nothing but the address to be on this side.

R. S. Thomas Esq
Smithfield
—TW

MARINE BANK,

Norfolk, Va., *Aug: 18: 1886*

Your favor of the *16* is received with enclosures as stated.

*We cr \$1870⁰⁵ to
alc R. V. Thomas
to N. P. Young Trustees
of James Thomas*

H. N. PAGE,
Acting Cashier.

No. *Smithfield, Va. December 8 1886*
The Marine Bank of Norfolk, Va.
Farmers & Merchants' Savings Bank,

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The Marine Bank of Norfolk, Va.
Farmers & Merchants' Savings Bank,

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The Marine Bank of Norfolk, Va.
Farmers & Merchants' Savings Bank,

No. *Smithfield, Va. December 8 1886*
The Marine Bank of Norfolk, Va.
Farmers & Merchants' Savings Bank,

Pay to the order
of R. S. Thomas

R. S. Thomas

Pay to order of
W. H. Taylor & Co
to go to operate at
R. S. Thomas

FOR COLLECTION,
For Credit,
THE MARINE BANK,
Norfolk, Va.

R. S. Thomas
Attorney at Law

Practices in the Courts of Isle of Wight, Surry, Southampton, and, Hansemond Counties

Smithfield, Va. 188

Received of R. S. Thomas the sum
of Three 45/100 dollars - tax on Estate
of James Thomas as per tax
bill of Corporation for the year
1884

R. N. McGuire Collector

February 2^d 1885

1884.
Corporation
Tax

188 4

Mr

James + Thomas' Estate (Grove)

To Corporation of Smithfield.

To Street Tax.

~~4.50~~,, Corp' on \$ $\frac{1500.00}{100}$ at 8cts per 100.

1.20

,, Dog ,,

,, Amt of Corp' Tax

1.20

,, School Capitation

~~50~~,, Tax \$ $\frac{1500.00}{100}$ at 15cts per 100.

22.5

Amt of School Tax

22.5

Total amt of Corp' & School Tax

\$3.45

5 per cent added

Jas. Thomas & Co.

\$345

Received of R. S. Thomas and W. P.
Young Trustees for Thomas & Adams
One Dollar for Certifying Deed
for Grove Property to J. O. Thomas.

Aug 14. 1886.

C. B. Hayden
Notary Public

List of the amount directed by Decree of November 12th
 1887 and October 23rd 1888 to be paid to the widows of James Shannon
 who have not received to them the Shannon Pension except of lower

J. Elizabeth Harnall	14	67	
Interest from Oct 23 rd 1878 to Nov 12 th 1887	8	89	23 56
J. Elizabeth Harnall	10	31	
Interest for same time	6	24	16 33
" Elizabeth Harnall	318	66	
Interest for same time	193	05	511 71
" Henry Jones	218	50	
Interest from Oct 23 1878 to Nov 23 1887	119	08	
	337	58	
Paid under decree of November 12 th 1887	332	14	
	5	44	
Interest to November 28 th 1888		33	5 77
" Mrs J. Clarke	328	97	
Interest from Oct 23 1878 to Nov 23 1887	179	29	
	508	26	
Paid under decree of November 12 th 1887	502	50	
	5	76	
Interest to November 28 th 1888		35	6 11
			563 70

At the end of the book accounts made by R. G. Thomas and
 N. P. Perry, trustees of James Thomas under deces of November
 12 1887 and October Term 1888,

Amount on deposit in the Marine Bank of
 Norfolk as shown by report filed Oct 8th 1886

726 00

Amount on deposit in the same Bank as shown
 by report filed October 4th 1886

1870 08

Amount received for interest on said deposits

274 26

2870 31

To 5 percent commission on \$274.26

13 71

" paid commission for T. Perry account

7 30

" paid **Taxes**

19 82

" paid under deces of November 12 1887

" Henry Jones

332 14

" Mrs J. Clarke

502 50

" paid under deces of October Term 1888

" Elizabeth Daniel

23 56

" A. Wilkinson Exec of A. Wilkinson

16 38

" J. B. Goodrich

511 71

" Henry Jones

5 77

" Mrs J. Clarke

6 11

" paid Mrs R. Wilkinson

24 23 1463 62

1406 69

To paid to J. B. Clark, Clerk for year 1887

191 18

" " " "

192 83

" " " "

1022 68

1406 69 1406 69

We the undersigned have each and separately received of R. S. Thomas and N. P. Young trustees of James Thomas under the decree of November 12th Term 1887, and October Term 1888 the amount set opposite to our name respectively.

R. S. Thomas & N. P. Young Paid.	13 71
Geo. R. Atkinson Paid Mrs R. Atkinson	7 50
J. O. Thomas, refunded taxes (check)	19 82
Henry Jones (see check)	332 14
George T. Clarke (see check)	302 50
Elizabeth Daniel Paid R. S. Thomas ally	23 56
A. Atkinson & Co Paid R. S. Thomas ally	16 55
O. C. Goodrich Paid Mrs R. Atkinson ally	571 71
Henry Jones see check	5 77
George T. Clarke see check	6 11
George R. Atkinson Paid Mrs R. Atkinson	24 25
D. S. Cherry & son Paid R. S. Thomas ally	191 18
D. S. Cherry & son Paid R. S. Thomas ally	192 83
W. D. Folkes assignee Paid R. S. Thomas ally	1022 68
	<u>2870 31</u>

An account of the debts of Thomas C. Adams, including payments and the pro rata share of each in the 1st distribution

Aug 1	Salamanca Ky Sta	198	60	13	96
" 2	Frank T Jones	133	61	10	80
" 3	Same	82	64	5	82
" 4	J P Brownell	130	86	9	21
" 5	Same	288	28	20	28
" 6	Same	81	48	5	72
" 7	Same	101	47	7	15
" 8	R H Petros	1479	51	104	06
" 9	W P Young agent of S J Baykin	89	56	6	31
Aug 10	Frank P Bay for W Adams	520	26	36	60
Sharon 11	Wm E Bulgham	638	26	44	90
" 12	J A Handy Sons	1469	35	138	51
" 13	Whitehead Merch House	292	74	20	60
" 14	John W Buchanan	472	31	33	23
" 15	Jos Reed Esq	38	48	4	12
" 16	Same	38	25	4	11
" 17	Same	33	82	2	39
" 18	A J Edwards	121	24	8	54
" 19	Davis Esq	160	93	11	32
" 20	J Marsh	313	31	22	05
" 21	J O Ramsey	120	12	8	46
" 22	W P Mitchell	152	40	10	73
" 23	Same	152	40	10	73
" 24	Peter Belmont	59	48	4	18
" 25	Davis Esq	134	49	9	47
" 26	Wm E Bulgham for his wife & daughter	21	37	1	38
" 27	Same agent of W E Bulgham	81	30	5	13
" 28	Ely's payee	25	89	1	82
" 29	The Society of Christ Church Philadelphia	164	74	11	60
" 30	Hoffman Esq	181	19	12	75
" 31	1 st National Bank New York	78	69	8	54
" 32	R S Thomas	728	64	51	26
" 33	J A Handy Sons	339	16	23	86
" 34	Same	114	51	8	06
unt bonded amounts		9399	16	67	53

		Amount brought forward	25087	26	176442
London	70	John E Wemble	783	74	58-13
"	71	E L Gley	61	66	4 38
"	72	Same	614	43	43 23
Young	73	W A Fitchett	295	07	20 70
"	74	Same	313	15	22 04
	75	Merchants & Merch Savings Bank	215	90	15-20
	76	Same	367	43	25 88
	77	Same	315	92	22 23
	78	Same	277	11	19 49
	79	Same	230	16	16 19
William	80	Mr R W Thomson Attorney for R W Thomson	1089	58	76 63
"	81	Same " for A W Thomson for R W Thomson	82	91	5 84
	82	Martha Gould	231	88	16 81
	83	Has been paid	"	"	
	84	Anthony Green	1428	50	100 47
	85	Same	178	32	12 86
Thomas	86	W A Warren	936	93	65 90
"	87	J W Pellow husband of W A Wemble	386	66	41 26
	88	Geo E Hall husband of Mary Hall	704	31	49 53
	89	A P Young	720	51	50 68
	90	Same	65	87	4 63
	91	Same	128	22	9 02
	92	Same born in Hall as Mary	1735	36	122 05
William	93	O B Goodrich for R W Thomson	376	42	26 48
	94	O B Goodrich A P Young of J W Blackman	1639	69	115 32
	95	Geo E Goodrich for Geo E Wemble	1191	35	83 79
	96	Samuel & Merchants Sav Bank	296	87	20 78
	97	Same	481	38	33 87
	98	Same	193	38	13 70
	99	E L Gley for Farmers Bank of Minnesota	295	44	20 78
	100	John E Ramsay	68	40	4 81
	101	Merchants & Merch Sav Bank	384	71	27 06
	102	A P Young	73	22	5 29
Thomas	103	W A Wemble	57	06	4 01
	104	A P Young	69	43	4 89
		Amount carried forward	41580	67	292452

		Amount Brought forward	41880	67	2924 52
Shunns	105	W A Wamble	38	32	4 10
"	106	John R Gwathmey	182	27	12 82
	107	Has been paid	"	"	" "
Wk	108	E Manson Exr of W A Wamble Exr of W A Wamble	309	89	21 80
Shunns	109	Mary E Edwards Exr of W B & L Edwards	793	07	55 78
"	110	Mary E Edwards	96	73	6 68
"	111	M G Holt apyee of W A Wamble	783	86	55 13
Shunns	112	Estate of W M Crocker	328	15	37 15
	113	Lawrence & Merchants Gas Bank	35	86	3 93
	114	Same	300	38	21 06
	115	Same	102	98	7 26
	116	Same	320	30	22 56
	117	Same has been paid	"	"	" "
	118	Same	310	52	21 86
	119	Same	236	98	16 67
	120	Same	240	05	16 88
	121	Same Has been paid	"	"	" "
Wm	122	J O Thomas & Fittmore for an	764	05	33 74
"	123	W A Fitch	39	56	4 19
"	124	Same	60	92	4 29
	125	A P Yarny	118	65	8 35
	126	W B Parsons	208	33	14 66
Wm	127	L B Hayden	839	20	59 13
"	128	Bureau San Ho	160	91	11 32
"	129	Same	261	68	18 61
Wm	130	A B Goodrich Exr of W A Wamble	1374	75	96 79
Shunns	131	J O Thomas	29	62	2 07
"	132	W A Wamble	362	36	24 08
Wm	133	Has been paid	"	"	" "
"	134	E L Ely	21	69	1 36
"	135	L B Hayden apyee of A W White	391	15	27 36
"	136	Richard Edwards' Adm	191	62	13 67
"	137	Same	20	88	1 67
"	138	Same	12	60	87
"	139	Same	182	13	12 82
"	140	Same	36	65	2 36
		Amount Brought forward	30973	92	3585 48

	Amount Brought Forward	50973	92	3585	48
W 141	John W Edwards	51	19	3	60
Dec 142	Barkum Stephenson	142	53	10	03
" 143	John C Thomas	33	10	2	32
" 144	W L Womble	339	94	23	84
" 145	Same	54	78	3	90
" 146	Same	226	61	15	94
" 147	Wm B Price	285	04	20	05
" 148	George J Barlow	119	26	8	39
Wk 149	J B Harcourt Same as R. S. Thomas	200	80	14	12
Dec 150	Richard A Pilling	225	60	15	87
Wk 151	W B Goodrich Same as R. S. Thomas	2127	78	149	64
Dec 152	G L Neville	379	68	26	70
" 153	Same	13	61		96
" 154	John Fodmore	34	47	2	49
" 155	Same	17	09	1	20
		55226	39	3884	53

Thomas & Adams

In account with R J Thomas and R Young their Trustees

1880					
Dec 13	By Cash of J A Goff			127	16
July 1 1881	" " " Del & Swatney			247	45
July 14 1882	" " " W A Fordum sum			22	51
Wk 7 1885	" " " R B Edwards sum			256	77
" " "	" " " James Wells			70	49
July 17 1886	" " " sum of Thomas & Adams as Spratley			1873	11
" " "	" " " Estate of J A Goff			11	40
Wk 7 1888	" " " " J L Wilson			46	76
Dec 1	" " " " R B Edwards			506	11
" " "	" " " " W G Rouse			249	66
	" Interest received from Marine Bank			855	52
				4268	54
Paid	J B Harcourt commission on \$4268 54	213	42		
A. P. Young	" paid black tickets Ed. A. P. Young	20	39		
R. S. Thomas	" paid Geo R. Dickinson loan R. S. Thomas	50	00		
	" paid R B Thomas services as atty. R. S. Thomas	100	00	384	01
	" Balance for distribution carried forward			3884	53

		Balance for distribution brought forward			3884 53
4	1	To find Salamon by the P ^r R. S. Thomas atty		13	96
"	2	" " found I found P ^r R. S. Thomas atty		10	80
"	3	Same P ^r R. S. Thomas atty		5	82
"	4	" " J P Browell Paid R. S. Thomas atty		9	21
"	5	" " Same Paid R. S. Thomas atty		20	28
"	6	" " Same Paid R. S. Thomas atty		5	72
"	7	" " Same Paid R. S. Thomas atty		7	15
"	8	" " R H Pailow		10	40
29	9	" " W P Young apymer Pd. W P Young		6	31
4	10	" " J P Bay Esq of S. Holland " R. S. Thomas atty		36	61
Shut	11	" " Mike Bulgham " R. S. Thomas atty		44	90
"	12	" " J U Hardy Sons P ^r R. S. Thomas atty		188	51
"	13	" " Whitehead & Borchers " R. S. Thomas atty		20	60
"	14	" " John W Chapman P ^r R. S. Thomas atty		33	23
"	15	" " Jas Reid Esq " R. S. Thomas atty		4	12
"	16	" " Same P ^r R. S. Thomas atty		4	11
"	17	" " Same P ^r R. S. Thomas atty		2	39
"	18	" " A J Edwards P ^r R. S. Thomas atty		8	54
"	19	" " Davis & Bos P ^r R. S. Thomas atty		11	82
"	20	" " J March P ^r R. S. Thomas atty		22	05
"	21	" " J O Hamme P ^r R. S. Thomas atty		8	46
"	22	" " H P Mitchell P ^r R. S. Thomas atty		10	73
"	23	" " Same P ^r R. S. Thomas atty		10	73
"	24	" " Peter Blount P ^r R. S. Thomas atty		4	18
"	25	" " Davis & Bos P ^r R. S. Thomas atty		9	47
"	26	" " Mike Bulgham for wife & Daughter. R. S. J "		1	50
"	27	" " Same apymer of W O Bulgham R. S. Thomas "		5	73
"	28	" " Eliza Jeymer P ^r R. S. Thomas atty		1	82
"	29	" " Vicky of Shust Blumch " R. S. Thomas atty		17	60
"	30	" " Hofmann Esq P ^r R. S. Thomas atty		12	75
"	31	" " 1 st Mill Bank Norfolk P ^r R. S. Thomas "		5	54
"	32	" " R S Thomas Pd. J. P. Young		51	26
"	33	" " J U Hardy Sons P ^r R. S. Thomas "		23	86
"	34	" " Same P ^r R. S. Thomas "		8	06
"	35	" " Wm H Henry P ^r R. S. Thomas "		17	78
		Amount brought forward		693	15
					3884 53

		Amount Brought forward		693	13	3884 52
H	36	Lepine Sarah & Elly	R. S. Thomas, atty	51	01	
"	37	" " James & Jones	R. S. Thomas atty	9	90	
Yancy	38	" " John Edwards	Pl. A. O. Young Esq	17	14	
Thos	39	" " Edw Jones	Pl R. S. Thomas atty	43	27	
"	40	" " Marcella Wise	Pl R. S. Thomas, atty	92	16	
"	41	" " Thoroughbred & Maithy	Pl R. S. Thomas "	11	69	
"	42	" " Emma & Jones	Pl R. S. Thomas "	46	03	
"	43	" " Jas W Lyght & Son	Pl R. S. Thomas "	12	38	
"	44	" " W B Allen & Co	Pl R. S. Thomas "	24	56	
"	45	" " Same	Pl R. S. Thomas "	24	38	
"	46	" " Same	Pl R. S. Thomas "	24	60	
"	47	" " Same	Pl R. S. Thomas "	24	53	
"	48	" " W F Harrison	Pl R. S. Thomas "	24	62	
"	49	" " Same	Pl R. S. Thomas "	73	98	
"	50	" " Same	Pl R. S. Thomas "	23	73	
"	51	" " Same	Pl R. S. Thomas "	22	95	
"	52	" " Same	Pl R. S. Thomas "	3	69	
"	53	" " J O Thomas	Pl R. S. Thomas "	27	07	
"	54	" " Farmers & Merchants L & Co	R. S. Thomas "	205	27	
"	55	" " Wm Gordon & Co	Pl R. S. Thomas "	17	90	
"	56	" " Whitehead & Son	Pl R. S. Thomas "	48	95	
"	57	" " Same	Pl R. S. Thomas "	16	94	
"	58	" " Same	Pl R. S. Thomas "	16	87	
"	59	" " Same	Pl R. S. Thomas "	4	65	
"	60	" " J O Thomas	Pl R. S. Thomas "	24	98	
"	61	" " Whitehead & Son	Pl R. S. Thomas "	2	07	
H	62	" " E Vance	Pl R. S. Thomas "	4	16	
"	63	" " Same	Pl R. S. Thomas "	4	14	
"	64	" " Geo W White	Pl R. S. Thomas "	3	54	
"	65	" " A J Bofor & Co	Pl R. S. Thomas "	7	50	
"	66	" " W B Cherry & Son	Pl R. S. Thomas "	15	87	
"	67	" " Same	Pl R. S. Thomas "	15	95	
"	68	" " W B Cook	Pl R. S. Thomas "	97	92	
"	69	" " R K Shubert & Son	Pl R. S. Thomas "	32	68	
"	70	" " John B Wamble	Pl R. S. Thomas "	55	13	
		Amount Brought forward		1819	55	3884 52

Amount Brought Forward				181	50	388	53
H	71	Johas & L Ely	Paid R. S. Thomas atty	4	28		
"	72	" " Same	PT R. S. Thomas "	43	23		
Young	73	" " W H Edchete	Ord. A. P. Young atty	20	70		
"	74	" " Same	" A. P. Young atty	22	06		
	75	" " Merch & Merch Sav Bank	PT R. S. Thomas	13	20		
	76	" " Same	PT R. S. Thomas atty	23	83		
	77	" " Same	PT R. S. Thomas "	22	23		
	78	" " Same	PT R. S. Thomas "	19	49		
	79	" " Same	PT R. S. Thomas "	16	19		
Atkins	80	" " Geo R. C. Atkins atty	Paid Geo R. C. Atkins atty	76	63		
"	81	" " Same	" Geo R. C. Atkins atty	3	84		
	82	" " Martin Carroll	PT R. S. Thomas atty	16	31		
	84	" " Amos Thos Jones	PT R. S. Thomas "	100	47		
	85	" " Same	PT R. S. Thomas "	12	56		
Thos	86	" " W A Warren	R. S. Thomas "	63	90		
"	87	" " J W Postlows	PT R. S. Thomas "	41	26		
	88	" " Geo F Hall Esq Mary Hall	R. S. D. "	49	33		
Young	89	" " A P Young	Ord. A. P. Young	30	68		
"	90	" " Same	" A. P. Young	4	63		
"	91	" " Same	" A. P. Young	9	02		
"	92	" " Same born Hall vs Gray	PT A. P. Young	122	05		
Atkins	93	" " O B Goodrich	Paid Geo R. C. Atkins atty	26	48		
	94	" " O B Goodrich & P Young & J Abrahams	Ord. A. P. Young	113	32		
	95	" " Geo F Goodrich for Geo F. H. Sav Bank	PT R. S. Thomas	83	79		
	96	" " Geo F. Merch Sav Bank	PT R. S. Thomas atty	20	78		
	97	" " Same	PT R. S. Thomas "	33	87		
	98	" " Same	PT R. S. Thomas "	13	70		
	99	" " E L Ely for Sav Bank of Massachusetts	R. S. T "	20	78		
100	"	" " John F. Ramsay	PT R. S. Thomas "	4	81		
	101	" " Merch & Merch Sav Bank	R. S. Thomas "	27	06		
	102	" " A P Young	Ord. A. P. Young	3	29		
Thos	103	" " W A Wamble	PT R. S. Thomas "	4	01		
Young	104	" " A P Young	Ord. A. P. Young	4	89		
Thos	105	" " W A Wamble	PT R. S. Thomas atty	4	10		
"	106	" " John R. Whitting	PT R. S. Thomas "	12	82		
Amount Brought forward				2941	44	388	53

		Amount Brought Forward		2941	44	3884 32
Wk	108	John & M. W. Wamble P. R. S. Hummer		21	80	
Shs	109	" " Mary & Edwards W. P. R. S. Hummer atty		35	78	
"	110	" " Mary & Edwards P. R. S. Hummer "		6	68	
"	111	" " Mary & Edwards P. R. S. Hummer "		35	13	
Yany	112	" " School of W. M. Wamble P. R. S. Hummer atty		37	15	
	113	" " Bank of W. M. Wamble P. R. S. Hummer atty		3	93	
	114	" " Same P. R. S. Hummer "		21	06	
	115	" " Same P. R. S. Hummer "		7	24	
	116	" " Same P. R. S. Hummer "		22	54	
	118	" " Same P. R. S. Hummer "		21	84	
	119	" " Same P. R. S. Hummer "		16	67	
	120	" " Same P. R. S. Hummer "		16	88	
Shs	122	" " J. O. Thomas & S. L. Jordan P. R. S. Hummer "		33	74	
"	123	" " W. H. White P. R. S. Hummer atty		4	19	
"	124	" " Same P. R. S. Hummer "		4	29	
	125	" " N. P. Young P. R. S. Hummer "		8	35	
	126	" " W. B. Posters P. R. S. Hummer atty		14	66	
"	127	" " L. B. Anderson P. R. S. Hummer "		59	13	
"	128	" " B. W. S. S. S. P. R. S. Hummer "		11	32	
"	129	" " Same P. R. S. Hummer "		18	41	
Wk	130	" " W. B. Goodrich P. R. S. Hummer atty		96	79	
Shs	131	" " J. O. Thomas P. R. S. Hummer atty		2	07	
"	132	" " W. H. Wamble P. R. S. Hummer atty		24	08	
"	134	" " E. L. Ely P. R. S. Hummer "		1	36	
"	135	" " L. B. Anderson P. R. S. Hummer "		27	56	
"	136	" " P. R. S. Hummer atty		13	47	
"	137	" " Same P. R. S. Hummer "		1	47	
"	138	" " Same P. R. S. Hummer "		8	7	
"	139	" " Same P. R. S. Hummer "		12	82	
"	140	" " Same P. R. S. Hummer "		2	56	
"	141	" " John W. Edwards P. R. S. Hummer "		3	60	
Shs	142	" " B. W. S. S. S. P. R. S. Hummer "		10	03	
"	143	" " John & M. W. Wamble P. R. S. Hummer "		2	32	
"	144	" " W. H. Wamble P. R. S. Hummer "		23	84	
"	145	" " Same P. R. S. Hummer "		3	90	
"	146	" " Same P. R. S. Hummer "		15	94	
				3645	11	3884 32

		Amount Brought Forward	2645	11	3884	
Dec 147		Robert Martin & Price	20	05		
" 148	"	Prof Barlow Paid R.S. Thomas, atty	8	89		
Oct 149	"	J B Hancock Paid his R. S. Thomas atty	14	12		
Dec 150	"	R H Pilling Paid R.S. Thomas "	15	87		
Oct 151	"	Obbendorf & Co Paid his R. S. Thomas atty	149	64		
Dec 152	"	Mr L Hewitt Paid R.S. Thomas atty	26	70		
" 153	"	Same Paid R.S. Thomas "		96		
" 154	"	John Pindmore Paid R.S. Thomas "	2	49		
" 155	"	Same Paid R.S. Thomas "	1	20		
			3884	53	3884	53

An account of the debts of John E Adams after deducting payments, and
 their pro rata share in the 3 distribution

		Unit of Debt	Pro Rata Share
1	Samuel Bevan Esr	427 23	22 34
2	W P Adams Esr	42 45	2 23
3	W B Powell Esr of W B Powell	756 55	39 92
4	Frank Walker Esr	316 13	16 67
5	Thomas Esr	16 23	86
6	John Edwards	430 60	22 72
7	Whitcomb & Turner	367 94	19 41
8	W J Harrison Esr	139 29	8 40
9	Same	139 00	8 39
10	Same	771 39	40 70
11	Levy Bros	322 16	17 00
12	Hartman & Whitehill	249 71	13 17
13	Ashlin & Emerson	33 89	2 85
14	Wells & Knight	19 74	1 04
15	Davis Bros	8 05	42
16	A Atkinson	132 98	7 02
17	Geo W White	93 90	5 06
18	E Vance Esr	114 93	6 06
19	W J Cherry Esr	22 41	1 18
20	W A H A Santos	30 31	1 41
21	Sarah A Eley	324 61	17 13
22	G B Hayden Receiver	397 38	20 96
23	John L Wamble	68 60	3 63
24	Same apptee of J J Edwards	167 00	8 82
25	A Atkinson apptee of W A Johnson	36 34	1 92
26	Wash & Wash Sav Bank	385 57	30 90
27	Same	252 62	13 34
28	W J Harrison Esr	279 66	14 74
29	O B Goodrich P	1343 14	70 87
30	Same	298 21	15 73
31	E P Subb Esr	264 84	13 98
32	E L Eley	67 94	3 39
33	Wash & Wash Sav Bank	1116 90	38 94
	Amount carried forward	9699 92	511 84

	Amount Brought Forward	9699	92	511	84
34	Charles Griffith	185	93	9	82
35	Weymouth Beer	898	03	47	39
36	Ellen P Wilson	44	69	2	36
37	A P Young	704	06	37	16
38	Joseph H Duck	55	53	2	93
39	Same	265	78	14	03
40	Same	203	39	10	73
41	Same	331	91	18	37
42	John R Whitting	171	33	9	00
43	James F Whitley	798	15	41	96
44	James A Johnson	24	58	1	30
45	H Whitham	49	94	2	64
46	C F Greenwood M B	57	46	3	04
47	Ed Waring	17	88		94
48	J H Baykins Trustees	129	73	6	85
49	Exchange Noel B	372	27	19	65
50	Marion A Turner	164	81	8	70
51	R J Thomas	659	33	34	80
52	March & Merch Sav Bank	200	00	10	36
53	W A Witherson	132	22	6	98
54	C R Hargrave	363	27	19	28
		15369	87	820	33

John C. Witherson

In account with R J Thomas and A P Young their Trustees

	By amount in Marine Bank New York			884	79
	To amount same previous Paid	44	24		
	" paid for R Witherson commission Phila Witherson	20	00	64	24
				820	33
1	To paid Samuel Brown for	Paid R. S. Thomas atty	22	54	
2	" " W F Jordan Beer	PT R. S. Thomas "	2	83	
3	" " W C Powell Beer W F Powell	PT R. S. Thomas "	39	92	
4	" " North Walker Beer	Paid R. S. Thomas "	16	67	
5	" " Thomas Beer	Paid R. S. Thomas "	86		
	Amount carried forward	82	29	820	33

		Amount brought forward		82 22	820 58
	6	Do paid John Emerson	Pd. A.P. Young Esq.	22 72	
	7	" " Whitehead & Son	Paid R.S. Thuman atty	19 61	
	8	" " W.C. Harrison Esq	Paid R.S. Thuman "	8 60	
	9	" " Same	Paid R.S. Thuman "	8 39	
	10	" " Same	Pd R.S. Thuman "	60 70	
	11	" " City Bros	Pd R.S. Thuman "	17 00	
	12	" " Hartman & Whitehead	Pd R.S. Thuman "	18 17	
	13	" " Ashlow & Emerson	Pd R.S. Thuman "	2 83	
	14	" " Wells & Knight	Pd R.S. Thuman "	1 04	
	15	" " Davis & Bro	Pd R.S. Thuman "	62	
	16	" " A. L. Wilkinson	Pd R.S. Thuman "	7 02	
	17	" " Geo W. Price	Pd R.S. Thuman "	5 06	
	18	" " B. Venn & Son	Pd R.S. Thuman "	6 06	
	19	" " H. S. Blumington	Pd R.S. Thuman "	1 18	
	20	" " W. L. B. L. Santos	Pd R.S. Thuman "	1 61	
	21	" " Sarah L. Clay	Pd R. S. Thuman "	17 13	
	22	" " B. B. Hayden & Son	Pd R.S. Thuman "	20 96	
	23	" " John L. Wamble	Pd R. S. Thuman "	3 63	
	24	" " Same	Pd R. S. Thuman "	8 82	
	25	" " A. L. Wilkinson & Son	Pd R. S. Thuman "	1 92	
	26	" " Meach & Meach San Bank	Pd R. S. Thuman "	30 90	
	27	" " Same	Pd R. S. Thuman "	18 34	
	28	" " W.C. Harrison Esq	Pd R. S. Thuman "	14 76	
With	29	" " B. B. Garrison	Paid Geo R. L. Wilkinson atty	70 87	
"	30	" " Same	" Geo R. L. Wilkinson atty	15 75	
	31	" " E. P. Cobb Esq	Pd R. S. Thuman atty	18 98	
	32	" " S. L. Clay	Pd R. S. Thuman "	3 39	
	33	" " Geo & Meach San Bank	Pd R. S. Thuman "	58 94	
With	34	" " Charles H. Griffith	Paid Geo R. L. Wilkinson atty	9 82	
	35	" " Wagoner & Son	Paid R. S. Thuman atty	47 89	
	36	" " Allen P. Wilson	Pd R. S. Thuman "	2 86	
	37	" " A. P. Young	Pd. A.P. Young	81 16	
Bought	38	" " Joseph H. Duck		2 98	
"	39	" " Same		14 08	
"	40	" " Same		10 75	
"	41	" " Same		18 37	
		Amount carried forward		636 85	820 58

Amount Brought forward			654	85	820	58
42	John R. Gwaltney	Pd R.S. Thomas aty	9	00		
43	" " James B. Whitley	Pd R.S. Thomas "	41	96		
44	" " James A. Johnson	Pd R.S. Thomas "	1	80		
45	" " A. Westhaver	Pd R.S. Thomas "	2	64		
46	" " C. E. Greenwood W.D.	Pd R.S. Thomas "	3	04		
47	" " E. B. Werning	Pd R.S. Thomas "		96		
48	" " S. S. Boykins Trustee	Pd R.S. Thomas "	6	85		
49	" " Exchange Natl Bank	Pd R.S. Thomas "	19	65		
50	" " Meridly Ann Bureau	Pd R.S. Thomas "	8	70		
51	" " R. S. Thomas	Cd J. P. Young ofc	34	80		
52	" " Merch Merch Sav Bank	Pd R.S. Thomas "	10	56		
53	" " W. W. Wilkinson	Paid R.S. Thomas "	6	98		
54	" " C. B. Hayden	Paid R.S. Thomas "	19	28		
			820	58	820	58

Thomas & Adams Trustees

v

Falk et al

The undersigned
who were directed by the decree herein
of October Term 1888 to make certain
payments out of the funds in their hands
as trustees of James Thomas & the
parties therein mentioned beg leave
most respectfully to report that they
made the payments to the parties enti-
tled as the said decree directed as will
appear by Statement "A" hereunto
filed as a part of this report and file
hereunto their receipts for the same
as will appear in paper "B".

And they also beg leave further to
report, that having in their hands
the sum of \$3,884.53 for the creditors
of Thomas & Adams, they have paid
out the same to the parties entitled
there to as will be seen from State-
ment "C" ^{as a part of this report} hereunto filed showing
^{the value shares of the} the parties, and their receipts for the
same.

And they beg leave further to report
that having in their hands that
having in their hands the sum of \$820.55
for the creditors of John E. Adams
and being desirous of paying out the same

same to the parties who were anxious
to receive it, and feeling sure that
the mission to find the payment
in the Decree of October 1888 was a
mere in advance they have paid it
out and file herewith Statement
"D" as a part of this report showing
the per cent shares of the parties
respectively and their receipt for
the same.

All of which is respectfully submitted
R. S. Thomas

A. P. Young
Trustee of James Thomas
of John E. Adams &
of Thomas Adams

March 20th 1889.

Thomas & Adams
v

Folk et al

Report of Payments

Filed 1. apr. 1889.

B 11

An account of the individual conditions of James Thomas who have not received the except of settlement on Anna M Thomas wife of said James Thomas, the amount of their respective debts, & of their respective shares of said except of settlement

Elyzabeth Dennis	76 37	14 67
A Atkinson Ex ^r of A Atkinson	33 68	10 31
O B Goodrich	16 58 09	318 66
Thomas Alden Executors of Henry James	1136 77	218 30
James " " John Blake	1711 83	328 97
	4636 74	891 11

A statement of the amount due on the debt of James Thomas and John E Adams to O B Goodrich after deducting all payments made.

Principal of debt due June 17 th 1872	2000 00	
Interest to November 30 th 1878 at 10 percent per cent	1290 55	3290 55
Amount paid at 1 st Distribution of Thomas & Adams	346 08	
" " " 2 " " " Do	452 06	
" " " 1 st " " James Thomas	145 48	
" " " 1 " " John E Adams	569 04	1511 66
		1778 89
Interest to May 30 th 1880		266 97
		2045 86
Amount paid at 2 nd distribution of James Thomas	191 88	
" " " 3 rd " " Thomas & Adams	515 61	707 49
		1338 37
Interest to October 20 th 1884	337 39	
Amount paid at 2 nd Distribution of J E Adams	153 11	384 28
		1722 65

Comptroller's Office

Smithfield September 12th 1888

To the Circuit Court of Isle of Wight county

The undersigned a commissioner in chancery of the said court to whom was referred the settling of an account showing whether or not the claim of O B Goodrich which was proven against the partnership assets of the firm of Thomas & Adams and also against the individual assets of both James Thomas and John E Adams has been paid in full out of all of the said assets, and if not, how much is still due thereon, by a decree of the said court rendered on the 12th day of November 1887 in a suit in chancery pending therein styled Thomas & Adams's Trustees vs Folk and others, reports to court that on the 15th day of August 1888, he found notices against the parties in interest requiring them to attend the taking of this said account at his office aforesaid on the 12th day of September 1888 which notice was unknown by the said parties or their attorneys and on the date of this report he states the foregoing account and finds that there is still due on the said debt

of O B Good with the sum of \$1722.65 with interest on \$1338.37 paid thereon
from October 20th 1884 till paid. Your committee have understood
that the object of this inquiry is to ascertain properly the funds of
James Thomas, which ~~are~~ ^{are} the hands of his trustees. It seems to ^{me} ~~me~~ ^{that}
to report that the amount shown herein to be due to O B Good is on October
30th 1880 is less than is owing to be due him by Greenup from the
report of October 9th 1882 being \$1338.37 ~~and~~ ^{the} interest thereon
to October 20th 1882 the date up to which interest was not included in all
of the debt of James Thomas, amounts to \$1658.09 instead of \$1773.85
as shown by said report. The amount of said debt, however, ~~and~~ ^{the}
pro rata due on the report of Greenup Thomas is increased and ~~the~~ ^{the}
of said ~~the~~ ^{the} report is not the true basis on which the payment to
the creditors of James Thomas who have not released their claim to the ex-
cept of Greenup Thomas. ^{should be made} ~~your committee~~ ^{has} therefore stated
an account of the net and real creditors of James Thomas who have not released
the assets of settlement on Greenup Thomas wife of James Thomas, the amount
of their respective debts, and of their pro rata share of said assets of settlement and
and finds the amount of said debt as \$1636.74 and of their pro rata share
is \$891.11 The said account marked B is herewith returned
Greenup under my hand as a committee man in charge of the said work the
day and year first above said

Geo R. Wilkinson Comr

Time employed 17 hours
Dec 12th 1881

Comptroller's Office
Smithfield August 15th 1888

To W P Yarny and R S Thomas Trustees for James Thomas
and John E Adams as individuals and as partners under
style of Thomas & Adams Plaintiffs
and to

W W Folk and others

Defendants

You are hereby notified that I have fixed upon the 12th day
of September next at my office aforesaid to take and set
the account showing whether or not the claim of O B
Goodrich which was proved against the partnership assets of
the firm of Thomas & Adams and also against the individual
assets of both James Thomas and John E Adams has been paid
in full out of all the said assets and, if not, how much is still
due thereon, required to be taken by a decree of the Circuit
Court of Isle of Wight county, rendered on the 12th day of Nov-
ember 1887 in a suit in chancery in which you are parties
plaintiff and defendant; at which time and place you are
required to attend.

Given under my hand as a Comptroller in chancery of the
said court the day and year first aforesaid

Geo R Atkinson

We acknowledge service of the above notice

Geo. T. Clarke
Geo. H. Wright Atty
for Henry Jones.
O B Goodrich

Thomas & Dennis Foster
vs

W D Folk and others

Commissions taken for
accounts under decree of
October Term 1887

In the Circuit Court of Blount County.
the 12th day of November 1887:

Thomas & Adams Trustees

Plffs.

v. In Chancery
Dale & Co.

Defts

This cause came on this day to be again heard upon the papers formerly read, and upon the report of R. S. Thomas and A. P. Young, trustees of the collection of bonds for the purchase of the property in the town of Smithfield, known as the "Grove property", showing a balance of \$1870.⁰⁵, now in the hands of said Trustees subject to distribution under the orders of this Court, and was argued by Counsel. On consideration whereof the Court doth adjudge, order and decree that out of the said funds so shown to be on deposit in the Marine Bank of Norfolk to the credit of the said Trustees, they do and pay to Elizabeth Dammie or to her heirs on personal representation of sum of \$14.⁵¹ with interest from the 23rd day of Oct. 1878, the sum of \$10.²⁰ to A. Atkinson ex or of Atkinson dec. with interest from the same date, to Henry Jones on his duly authorized attorney the sum of \$214.⁹⁸ with interest from the same date, and to Geo. P. Clark the sum of \$325.²⁴ with interest from the same date; taking from all the parties

receipts for the amounts paid them and
filing the same with the papers in the
cause; and they will report to Court their
proceedings hereunder.

And the Court doth further adjudge order
and decree that some Commissioners of this Court
take and report to Court an account showing
whether or not the Claim of O.C. Goodrich, which
was proved against the partnership assets
of the firm of Thomas and Adams, and also
against the individual assets of both James
Thomas and Geo. E. Adams, has been paid
in full out of all the said assets, and if
not how much is still due thereon. And
the said Justices are hereby directed to
retain within hands the amount due
the said O.C. Goodrich on his claim afore-
said until the further order of the Court.

at copy,

Test: N.P. Young cll.

Thomas & Adams
Justices
vs

W.D. Folger and others
Comrs. Jenkins vs report
and decree of Nov in ter 12th
1887.

Filed Dec. 1. 1888

The release of the cadets to Mrs. Thomas & Mr. Adams,
expressly provides that it shall not amount
to the benefit of cadets who failed to sign it.
Chas. Adams and myself. There is it stated that
there is no camp to receive them the fact
regarding the release is. I regret this release only
in any manner of assistance I shall resist the
actions of Chas. Adams if I can, for the

Presented to the
R. S. Thayer.

Gift of Major Thayer
1875

We the undersigned, heirs at law of Mrs.
Ann & M. Thomas decd. consent that we may
be made parties defendant to the suit in
chancery of Thomas & Adams' Executors against
Folk & al. now pending in the County Court
of Ich of Wright County.
Jan'y 2. 1843.

A. J. Young
Jno. M. Purdie
C. C. Chalmers
Jno. P. Chalmers
W. M. Purdie
Martha M. Purdie
J. F. Chalmers

Memorandum

The answer of the
Court says that the
Garrison, Rogers, &
Garrison, Perry, &
by Charles D. Smith
and others, should
be fined & costs
The Court says
Lester H. Rogers - was
restored to

Thomas, & Alan, Trustees,

v

Folk &c.

In your Honor, let the case
Come on, on the Petition of Turner &
Whithead, & direct Gen R. Atkinson
a copy of the Court. to ~~ascertain~~ enquire
into & ascertain the facts relative to the purchase
by said Turner & Whithead ^{& of O. L. Goodrich} of the Lands.
referred to in their said petition, report the
same to Court.

Thomas Adams

Memo for
W. Heyden

R. S.

Thomson & Adams Trustees

M S

William Falk & Co

This Court came on this day to be again heard upon the papers formerly sent, the report of R. S. Thomson, C.B. Hayden and H. P. Young Trustees and Special Commissioners made pursuant to the decree entered herein on the 22nd day of October 1875, to which report there are no exceptions; the report of Commissioner George R. Atkinson made pursuant to the decree of the 22nd day of October 1875, the exceptions of George T. Clark taken to the said last-mentioned report, and on the offer of George T. Clark of an advance price ~~and above the price at which~~ for the tract of land reported by the said R. S. Thomson, C.B. Hayden and H. P. Young Trustees to have been sold by them to O. C. Goodridge on the 3rd day of January 1876 as in their said report mentioned, together with the bond of George T. Clark, L. H. Gwaltney and M. Womble, and was argued by counsel: On consideration whereof the Court doth approve and confirm so much of the said report of R. S. Thomson, C.B. Hayden and H. P. Young

as relates to the trust of land purchased of J. O. Thomas, and the said Court doth approve and confirm the said sale and purchase. And the Court doth adjudge order and decree that the sale made by said Trustees to O. C. Goodridge as in their report mentioned, be set aside, ~~and the Court doth~~ ^{and declare null and} void and that the said Trustees deliver to O. C. Goodridge the bonds taken from him, and that they refund out of any funds in their hands to the said O. C. Goodridge ^{any} cash paid by him on said purchase, with interest thereon from the day of payment, deducting any rents and profits of said property received by him. And the Court doth

further adjudge order and decree that the said Trustees, do ^{proceed} ~~after~~ advertising the time and place of sale as prescribed in former decree, to sell at public auction the land reported to have been sold to the said O. C. Goodridge, on the same terms on which the said land was previously sold; and make report to the Court.

below x
All other matters in these proceedings are adjourned for the further consideration of the Court.

And the Court doth further adjudge order and decree that the said N. S. Thomas,

C. B. Hayden and H. P. Young Trustees
as aforesaid, do and they are hereby directed
and authorized to collect the interest now
due on the United States bonds which were
purchased by them by the previous order of
this court, and which are held subject
to the order of this court; and this after
paying out of the same all unpaid costs of
this suit, they invest the residue ^{thereof} together
with any other funds of this cause in
their hands, in the further purchase of
United States six per cent registered bonds,
which bonds when purchased they
shall deposit for safe keeping with
the Mercantile Bank of New York, as and for
account.

X
as above

No 6
Miles 7 Adams &
Thomas

2 }

Folk for
to be sent
to the State.

48

For the

October Term 1876.

in their hands arising from the sale of
the individual property of James Thomas
whatever sum or sums of money they may
have heretofore paid on their said purchases
deducting any debts or profits which they may have received
with interest thereon from the date of payment
respective. And the Court doth further
adjudge order and decree that said Trustees
proceed to sell said lands in such manner
and on such terms as they may think proper
only that the sale shall be made at public
auction after due notice of the time, place
and terms of sale. And upon the first and
second exceptions of the said Geo. S. Clarke,
the Court being of opinion that as to the
to the said Comrs report, the Court, ^{weaving} being
of opinion as to said Exceptions - ~~on the basis of~~
~~of opinion that as the testimony now stands~~
~~that of James Thomas being all that is before~~
~~was taken on this point, said property ought~~
~~to be regarded as partnership assets and not~~
~~subject to the claims of dowry of Anna M.~~
~~Thomas and A. B. Thomas as against the~~
~~partnership creditors), And C. B. May den~~
~~and B. S. Thomas trustees, and calling~~
~~on said Anna M. Thomas desiring to~~
take further testimony on this point, on
their motion the report of said Comrs
is referred back to him with instructions
leave to take ~~any~~ further testimony on

And the Court concludes the 8th
and fifth exceptions of said
H. S. Thomas to said report

that or any other matter in said re-
port contained, and to make any cor-
rections in his said account & report
which said testimony being under rec-
essary, and report to Court, ~~And as to all~~
~~other matters this cause is con-~~
~~tained~~ And the Court doth also further
adjudge, order and decree that the said
petitioners be allowed to share with the
other creditors of Thomas & Adams in the
payment of the respective debts in said
petition mentioned. ~~And as to all~~
~~other matters this cause is contained in~~
~~contained~~ And the Court doth further
adjudge order and decree that ~~H. S. Thomas~~
~~H. S. Thomas~~, to B. Dwyden and H. D.
Boring Trustees to, shall invest in U. S.
Six per cent bonds ^{in their names as such trustees} the funds shown
by the said report of Comrs. Atkinson
to be in their hands in accordance with
the decree of investment herein of Feb.
term 1875, And as to all other matters
this cause is concluded

Vol 3
Thomson & Nelson's

14 } Ocean

Folio 1 also.

Oct. term 1875-

To be entered

by

Geo. B. Brown,

Entered 4/2

Thomas Adams
Trustees & als

^{vs}
Folk & als.

This cause this day
came on to be again heard on the papers formerly
read & on the report of payment of the
Trustees of James Thomas & Thos Adams
individually as partners under the style of Thomas Adams
under the decree herein of May Court 1874, was
argued by counsel, on ~~consideration whereof the~~
~~court~~ & on the report of said Trustees of Inventures
under the decree herein of February Term 1875 - &
was argued by counsel, on consideration whereof
the court doth adjudge & does decree that said
reports to which no exceptions were filed be
confirmed & that the clerk of this court deliver
to said Trustees on their filing their receipt
therefor the U S Registered Bonds returned
by them with their Report of Inventures of assets,
which Bonds they are allowed to deposit in
the Marine Bank of Norfolk for special
deposit for safe keeping taking from the Cashier
of said Bank a memorandum thereof, which they
shall return to court with their report of their
proceedings under this decree -

No-4
The ~~area~~ ^{area} of ~~the~~ ^{the} ~~area~~ ^{area}
Twelve

11

I d R snipe salt -

Rough ~~the~~ ^{the} ~~area~~ ^{area}
~~the~~ ^{the} ~~area~~ ^{area} 1875 -

To be entered -

Geo. T. Stone
April Term 1875 -

Entered (5-)

Thomas & Adams Trustees &c.

v.

Giles & others

This cause came on this day to be again heard on the papers formerly read and on the report of Commr. G. B. Atkinson made under deen herein of May Term 1874 and depositions of witnesses filed with said report, and was argued by counsel; On consideration whereof the Court without now deciding or determining as to any thing else contained in said report doth recommend to said Commr. for further investigation so much thereof as is in relation to the facts in regard to the purchase of Com^{rs} D. J. Turner and John B. Whitehead and O. L. Goodrich of the lands mentioned in the petition of said Turner and Whitehead. And the Court doth further order and deem that said Commissioner, in addition to the accounts heretofore directed to be taken by former deenes herein and which have not yet been taken and reported, Also take and report to Court the following accounts, to wit:

1st An account of all the individual appts of said James Thomas which have come, or ought to have come to the hands

of H. D. Young, C. B. Hayden and H. S. Thomas
Trustees &c.

2nd An account of all the individual assets
of said John E. Adams which have come
or ought to have come to the hands of
said Trustees

3rd An account of all the partnership assets
of the firm of Thomas & Adams which
have come or ought to have come to
the hands of said Trustees

And that W. K. Chapman
who is hereby appointed
Special Commissioner for
the purpose.

And report the same to Court with
any other matters specially stated which
he may deem necessary or which may be re-
quired by any of the parties to be so stated.

And the Court doth further adjudge
order and decree that - The said H. D.
Young, C. B. Hayden and H. S. Thomas
Trustees &c. invest in United States six
per cent <sup>(or such other U.S. Securities as said Trustees in their discre-
tion may think most advantageous)</sup> ~~per cent~~ ^{per cent} ~~specie~~ ^{paying} bonds, the amounts
of \$10952.94^x — \$624.24^x and \$1740.30^x
shown by the report first above mentioned
to be in their hands as Trustees for James
Thomas & John E. Adams respectively and
as parties &c. making the aggregate amt.
of \$13317.48^x in their hands as aforesaid,
after first paying the unpaid costs of
this suit, returning said bonds to Court
with the report of their proceedings under
this decree

And that W. K. Chapman
who is hereby appointed
Special Commissioner for
the purpose.

And the Court doth further adjudge
order and decree that - The said H. D.
Young, C. B. Hayden and H. S. Thomas
Trustees &c. invest in United States six
per cent <sup>(or such other U.S. Securities as said Trustees in their discre-
tion may think most advantageous)</sup> ~~per cent~~ ^{per cent} ~~specie~~ ^{paying} bonds, the amounts
of \$10952.94^x — \$624.24^x and \$1740.30^x
shown by the report first above mentioned
to be in their hands as Trustees for James
Thomas & John E. Adams respectively and
as parties &c. making the aggregate amt.
of \$13317.48^x in their hands as aforesaid,
after first paying the unpaid costs of
this suit, returning said bonds to Court
with the report of their proceedings under
this decree

And the Court doth further order that
publication once a week for four suc-
cessive weeks of the time and place of
the taking of said accounts above
mentioned in some convenient the
Norfolk Courthouse a news paper
published in the City of Norfolk
shall be equivalent to personal service
on the parties

No. 3
Thomas & Collins Auctioneers

N. 3 Deer

Folio 20.

Feb. term 1875-

To be entered

Academy

Entered (25)

Thomas & Adams Trustees

of

Yolk stac

This cause this day came on to be again heard up the paper formerly read, on the report of Commissioner Le St part under the decree therein of July term 1873, and on the petition of William & Turner and John B Whithead this day filed by consent of the court, and was argued by counsel, on consideration whereof the Court doth adjudge order and decree that said report to which no exceptions were filed be confirmed as to apct of debts and demands against James Thomas in curiam only, as to apct of debts and demands vs John & Adams in curiam only, as to apct of debts and demands against James Thomas and John & Adams as full partners under the style of Thomas & Adams, as to apct I number 1 of the transactions of the plaintiffs as trustees for James Thomas, apct I number 2 of the transactions of the plaintiffs as trustee of John & Adams, apct I number 3 of the transactions of the plaintiffs as trustees for Thomas & Adams, and as to the ~~rest~~ apct of ~~the~~ judgments liens against James Thomas and John &

Adams individually and as late partners
under the style of Thomas & Adams, in the
deed conveyed by the deed of trust in
those proceedings mentioned, & as is the report
of said court that it was for the benefit
of the creditors of James Thomas and
John E. Adams individually & as late
partners under the style of Thomas and
Adams, that their trustee should
accept the provision of the deed of St
Peters wife of the 20th May 1873;
And the court without now deciding as
to the effect of the judgments of William
D. Galt & L. J. Cherry won against Thomas
& Adams as liens on the land conveyed by
John E. Adams wife to James P. Adams
in the deed of assignment by John E. Adams
upon the land conveyed by said deed
from Adams wife to Gordon mentioned
in the report aforesaid, doth further ad-
judge order & decree that the said trusts as tri-
stee of James Thomas & John E. Adams
individually & as late partners under the
style of Thomas & Adams out of the assets
shown by the said report to be in their
hands as such trustees, first pay
the certain costs of this suit, in proportion
to the amount of assets respectively held

XXXXXX

And the court doth further adjudge order
and decree, that a Com^r of this Court take
a further ac^t of the transactions of the plain-
tiff as trustee & executor of James Thomas
and John E. Adams, individually and
as sole partners under the style of Thomas
Adams, and revive the former decree herein
of July term 1878 of the ac^t of the name of
the executor to convey in the realty
~~conveyed by the deed of Anna M. Thomas~~
and Ambrose T. Adams respectively
in the realty conveyed by the deed of
trust in these proceedings mentioned
made by James Thomas & John E.
Adams individually, and as sole part-
ners under the style of Thomas & Adams
to the Plaintiff in this cause as trustees,
which ac^t he shall take settle and report
to Court with any matters specially
stated deemed pertinent by him-
self or required by the parties to be so
stated. Notice of the time & place of taking
said ac^t shall be given by advertising
ment once a week for four successive
weeks in the Norfolk Landmark a news-
paper published in the City of Norfolk, and
that such publication shall be equivalent
to personal service of such notice on the
parties or any of them

after debts payable thereout in full the government claims reported
in aforesaid Nos 1, 2, & 3 respectively out of the respective funds to which they
are charged

by their several trustees & that ~~with~~ of
the balance of the assets due by them
in such course respectively, they shall
pay ratable the several creditors named
in the report aforesaid in proportion
to the amounts reported to be due
them ^{deducting from said amount any advantage made}
^{to any creditor in the aforesaid} out of the fund against which
they are allowed in said report, receiving
from said distribution the several
share of the claims of James & Co
& of Mary Louisa Boefkin & Lucy Ann
Thomas & the amount due by James
& James & Whithead in part payment of
debts mentioned in said petition
aforesaid & that where any claim has
been properly charged to more than
one fund there shall be deducted from
such claim its proportionate share of the
fund to which it is primarily char-
geable before it shall be allowed
its share in the distribution of any
other fund. Making the receipt of
said creditors thereof & returning the
same with their report to court
of this proceeding under this
decree. And the Court doth fur-
ther assigne master & does that H
P Atkinson a com^r of this Court

ascertained report to court the fact remains
 in the purchase of said William D. Hume
 nor & John B. Whithead & O. O. Good-
 rich of the lands mentioned in
 the petition aforesaid, and the
 court doth ^{in motion of the defendant} adjudge order
 & decree that ^{the} said ^{the} defendant be allowed
 to file his answer in this cause
 within sixty days, and if appearing in the
 court that the Plaintiffs have the trust as-
 sets on deposit in the Marine Bank of
 Norfolk the court doth adjudge order
 & decree that they shall deposit the said
 trust assets as they may hereafter collect
 the same in said Bank or such other
 Bank as in their discretion they may select.

No 2.
 1874

John White
 Rough Draft
 May Term 1874
 40 The cultures
 Geo. B. Stow.
 Entered
 56

XXX

~~And the court doth further adjudge order
 & decree that a copy of this court's decision
 as of the transaction of the said trusts
 respectively of James G. Jones & John S. Adams
 individually as well as jointly under the style of
 Thomas & Adams which in the said facts fully
 report to court with any matters specially
 stated deemed pertinent by themselves or
 required to be stated, notice of the same &
 place~~

To the Creditors of Thomas & Charles
and James Mearns & John E. & Charles
individually.

A lot of 1000 Doerries.

In Sale of Wright County Court, July 10th 1873.

R. S. Thomas, C. B. Hayden and N. P.
Young Trustees under deed of trust
from James Thomas and John E. Adams. Defts.
vs, J. E. Eileby;

Wm. D. Folk, G. T. Clarke, and Joseph St.
Duck, James Thomas and John E. Adams
late partners under the style of Thomas
& Adams, and the said James Thomas
and Anna M. his wife, and the said John
E. Adams and Antoinette V. his wife. Defts,
This Cause in which the bill is taken
for confessed as to the defendants
Wm. D. Folk, G. T. Clarke, Joseph St. Duck
James Thomas, John E. Adams and
Antoinette V. his wife, on whom pro-
cess has been duly served they still
failing to appear, plead answer or
demurr, Came on this day to be heard
on said bill & Exhibits filed, for the
petition of the plaintiffs, and was ar-
gued by counsel; on consideration
whereof the Court doth adjudge order
& decree by Consent of parties that
James Thomas be administrator of
Anna M. Thomas, & N. P. Young, John
R. Lurdie, M. M. Lurdie, N. M. Lurdie
E. C. Chalmers, John D. Chalmers

James H. Chapman and Francis L. Jones
infant orphans of James M. Jones,
the latter by Charles H. Hart who are
motion of the plaintiffs is appointed
the guardian ad litem of said infant,
be made parties defendant to this
bill and be required to answer the same,
And by like consent the Court doth
further adjudge, order and decree
that a Commissioner of this Court
take the following account,

1st An account of all debts and demands
due by the said James Thomas and John C.
Adams, individually and as late
partners under the style of Thomas
& Adams, to the defendants respective
ly, in this suit, and to all other credi-
tors of the said James Thomas and
John C. Adams, individual or part-
nership, who may choose to make
themselves parties to this suit by pro-
ving their claims before a commis-
sioner under this decree,

2nd An account of the transactions of
the plaintiffs as Trustees under the deed
of Trust in these proceedings mentioned,
3rd An account of the value of the expec-
tancy of dower in the realty conveyed

by said deed, of said Anna M. Thomas
and Antoinette V. Adams respectively
of the value of the property assigned
them respectively as an equivalent
for said expectancy of dower,

4th July

The said Commissioner shall in-
quire and ascertain whether the ac-
ceptance by the plaintiffs, as Trustees
under the deed of Trust from James
Thomas and John E. Adams of the
provisions of the deed of S. G. Boykin
wife of the 26th of May 1873, was
for the benefit of the creditors of said
James Thomas & John E. Adams
individually & as partners aforesaid,
and of the said James Thomas & John E.
Adams,

5th July

& an account of any liens on the
realty conveyed by said deed on the date
of its execution, and of their priority.
Which accounts the said Commis-
sioner shall take settle & report
to Court, with any matters spe-
cially stated deemed pertinent by
himself or required by the parties
to be so stated, Notice of the time
and place of taking said accounts
shall be given by advertisement

Once a week for four successive weeks in the Norfolk Virginian, which shall be equivalent to personal service on the parties, and by posting notice of the same at the Courthouse door of said county on the first day of the term on some court day, and at other public places in said county.

Attest,

C. H. Hart, J. C.

Thos. Adams & Sons

Copy decree

W. J. July Term

Co. Ct. 1873.

Wm. D. York et al.

Thomas Adams Trustee
Folk Sch -

This cause in which the bill is taken for confessed as to the defendants William O. Folk, F. J. Clarke, Joseph H. Buck James Thomas, John E. Adams & Antoinette O. Her wife, on whom process has been duly served they still failing to appear plead answer or demurrer, came on this day to be heard on said bill exhibits filed & on the petition of the Plaintiffs was argued by counsel, on consideration whereof the Court doth adjudge order & decree ~~that~~ by consent of parties that

James Thomas the administrator of Anna M. Thomas ~~and~~ ^{and} Wm. P. Young, Thos R. Purdie M. M. Purdie, N. M. Purdie, C. C. Chalmers Thos B. Chalmers James T. Chalmers & Francis F. Chalmers infant nephew of James^W Young, the latter by Charles H. Hart who on motion of the Plaintiffs is appointed ^{the} guardian ad litem of said infant be made parties defendant to this bill & be required to answer the same & by like consent the Court doth further adjudge order & decree that a Commissioner of this Court take the following of & An account of all debts & demands due by the said James Thomas & John E. Adams individually & as late partners under the style of Thomas Adams to the defendants respectively in this suit

A 4th - The said Commission shall inquire & ascertain

whether the acceptance by the Plaintiff, as Trustees

under the deed of trust from James Thomas & John Adams

of the provisions of the deed of S B Boykin wife of the 2^d

of Aug 1873 was for the benefit of the creditors of said James

Thomas & John Adams individually or partners of or an estate of the said James Thomas & John Adams.

& to all other creditors of the said James Thomas
& John Adams individuals or partnerships
who may choose to make themselves parties
to this suit by proving their claims before
a commissioner under this decree -

An account of the transactions of the
Plaintiffs as Trustees under the deed
of Trust in these proceedings mentioned.

An account of the value of the expect-
tancy of dower in the Realty conveyed
by said deed of said Anna M Thomas
& Antoinette Adams respectively &
of the value of the property assigned
them respectively as an equivalent
for said expectancy of dower -

~~And~~ accounts the said Commissioner
shall take settle report to Court with
any matters specially stated deemed
pertinent by himself or required by
the parties to be so stated -

Notice of the time & place of taking
said accounts shall be given by
a advertisement once a week for

four successive weeks in the Norfolk

Virginia, & by posting notice of the
personal service with the papers

same for the Clerk's door of said County

for two successive ^{on the first day of the}
Court ^{on Court day} ~~for two successive~~ ^{at} days &

at other public places in the County -

5th

An account of any liens on the
realty conveyed by said deed on the
date of ~~its~~ execution ~~of said deed~~
& of their priority -

Thames & Adams Trustees
as

Folk 1873

Rough & Co
July Term 1873

To be entered -

Pro Ratione

Entered

Thomas & Adams Trustees

v. Folke & others } Notes of Argument.

1st

Mrs. Thomas having died soon after the attempted settlement was made on her and the creditors of her husband never having assented to said settlement, is entitled to no compensation for her contingent right of dower, the settlement being so excessive as to require the action of the Court to adjust it, and she having died before such action could take place. Therefore her expectancy has ceased and the Court cannot compensate for an expectancy which does not exist. In Davis's Widow v. Davis's heirs 25 Gratt. 587, in which husband died and Court ruled that Mrs. Davis was not bound by settlement made upon her but that she might take actual dower. If she is not bound in case of husband's death before the Court has adjusted the settlement, the creditors should not be bound in case of her death before that time.

Proving debt before Commr. by creditor, is not assenting to the deed. Davis's Widow v. Davis's heirs. Idbi. Supra.

The doctrine of settlement of the wife's equity
on her seems to support the above view
See 1st Minors' Institutes 305 & authorities
there cited

Widow is not entitled to damages for detention
of dower if she die before they are ascertained.
1 Com. Dig. 113 § 32.

Case of Lord Mary Russell & her College v.
Powell 12 East. 372 may seem contra to the
above, but see page 389 which shows the
reason why the claim was sustained. Mrs.
Russell lived about ten years after the set-
tlement and no suit was brought until
about twelve years after, and the question
of her not being entitled to compensation
in consequence of her death was not
raised. And the suit was not brought by
the creditor (Lord Mary College) but it
filed its petition in the case about fifteen
years after the date of the settlement.

2^d

If Mrs Thomas is dowable at all she is not
dowable out of Partnership assets. Nor is
Mrs. Adams dowable out of said assets. See
1 Com. Dig. 99-100 & 649. Parsons Mercan-
tile Law 174. Parsons on Partnerships 386
& notes & 387. 1 Bright on Husband & Wife
331. et seq. Price v. Jeff 10th Leigh.

Judge Munn's Opinion in Davis v. Christian
15 Galt 36.

If they are dowerable out of partnership assets
and individual assets, they are not dowerable
out of one in lieu of the other, and the suc-
cessors giving them compensation must conform
to the law for apportionment of dower. See 1
Conn. Dig. 114. Therefore as Mrs. Thomas has
received from the individual assets in per-
sonally, more than she is entitled to
out of his individual assets, she must look
to the other fund for the remainder, and
the house and lot attempted to be set off
on her out of the individual assets, must
be sold for the benefit of creditors.

The compensation to Mrs. Thomas (\$7³³ per hun-
dred dollars) is too much. It is not right
to aggregate the chances for the husband's age
at 68 and at 70 and take the average to
get the chance for 69, and other calcula-
tions from the table, for instance 66 and 70
to get the chance for 68 will show it. It should
be \$7²² per hundred dollars instead of \$7³³.

The actual value of the land as evidenced by
the sales is the true basis of calculation
to ascertain the value of the contingent
right of dower, and the common mode
of calculating it by estimating the value
of the land by putting the rents at six per

cent of their value, or rather by putting the value at such sum as will make the rent only six per cent of it, and that too in the face of the values as ascertained by actual sale, has never been acted on in Va., or elsewhere so far as I can learn.

The Commr. in estimating the value of the house and lot settled on Mrs. Thomas has not adopted that mode even at his own estimate of the annual value (\$175. as against \$250 by the township assessor Capt. Womble and three or more other witnesses). The Commr. has not adhered to that mode in his six per cent. calculation any further than it tended to increase the amounts of compensation to the dowresses, viz: he adhered to it in estimating the value of the lands out of which they were considered dowable, even including the property settled upon them but when he comes to fix the value of the same property as a part of the compensation, he arbitrarily puts Mrs. Thomas' house and lot at \$2000. notwithstanding the preponderance of testimony of the parties own witnesses and the almost united testimony of all except those who were hired by Mrs. Thomas putting it at \$3500. and notwithstanding his belief in

The overruling of his six per cent rule
as set forth in his two last reports.
Which rule, putting Mrs Thomas home
and lot at \$175. as its annual value
(his own estimate) would put its fee sim-
ple value at \$2316⁵⁰ instead of \$2000.
Major Thomas deposition put the value of
the Ross tract of land (annual value)
at 00 saying that it was all wood-
land and produced no rent or words
to that effect. The Comrs report in
estimating the value of the contingent
rights of dower by his six per cent rule
puts it at \$10890

3^{me}
7

The name of James Thomas & John E. Adams
was not partnership property but they
held it jointly or as tenants in com-
mon, and the individual creditors are
entitled to its proceeds. See Comr Atkin-
son's report which says that it was not
used for partnership purposes, and
which give compensation for dower
out of it. See *Dolney v. Hutchinson*
2 Ormsd. 183. 1 Com. Dig 100 & 543
1 Matt. Dig 537 & note, *Calhoun v.*
Wheatley 12 Leigh 273. *Brooks v.*
Washington 8th Bratt. 235. From all

These authorities the intention of the
partners to make the ^(really) partnership prop-
erly must distinctly appear, and it
only appears by James Thomas depo-
sition and he was incompetent to tes-
tify being the husband of Anna M. Thom-
as the dec^d dowress. See Ward & Mary
Colley v. Powell 12 Grate 382-3. See
also another part of his deposition
about the commencement of the part-
nership, where it does not appear but
the contrary appears.

The deed of trust does not make it part-
nership property nor apply it neces-
sarily to the payment of partnership debts
because 1st That recitals in a deed are
not evidence, Ward & Mary Colley v. Powell
12 Grate 384 and because 2^{dly} That
the deed of trust clearly expresses an
intention (in two places near the com-
mencement & near the end) to apply
individual property to the payment of
individual debts, and partnership
property to the payment of partne-
ship debts. See McCullough v. Somerville
& Leigh 415, Morris v. Morris 4 Grate
310 et Seignior, Gordon v. Cannon 18th Grate
387. See also the plaintiffs construc-
tion thereof in their bill.

The record shows that the old firm of Thomas & Adams was dissolved in 1853 and the firm of Thomas, Adams & Co. was organized. This firm continued until 1868 when it was dissolved and another firm of Thomas & Adams organized. Several pieces of property sought to be made partnership ship property were conveyed to James Thomas and John E. Adams between 1853 & 1868 while there was no such firm as Thomas & Adams. Therefore these lands could not be partnership property. Such are "Rome Hill farm" comprised of Smith's tract of 385 acres and another tract of 200 acres, The Hedges or Johnson Lot, and probably the Atkinson or Haverwood farm, and may be others. The deeds for most of them are in the records.

4th

Large debts of C. B. Hayden, H. S. Thomas O. C. Goodrich & others have been proved both against the partnership and against the individual estate of James Thomas. And they have all received payments from the partnership as appears by the record. No appts

of James Thomas have been distributed to
the general creditors or I suppose they
would have received payments from
both. These debts are either individual
or partnership - not both,

Geo. F. Clarke

Thomas & Adams County,

is { part of original

Fowler & Co,

Geo. F. Clarke

Thomas & Adam's Trustees
vs
Folk et als

Mr Clarke in his answer and in his Note
of Argument claims:

1st

That Mrs Anna M. Thomas is not entitled to any
right of Dower, because she died before
a Court of equity had settled her equivalent
of Contingent dower and that as her husband
was alive a Court of equity only
could make the settlement, and
that as this was not done, that all
the property settled on her by the
deed passed to the Creditors of
her husband.

It is a sufficient reply to this to
say that a Contingent right of dower
is a good Consideration for a post nuptial
settlement

1st Bishop On Husband & Wife 572
Mum & Mary Col vs Powell. 12th Grat;
& Authorities quoted 385.

Taylor vs Moore. 2^d Ran; 563 - Deed.
Set aside as to exec and supported as
to residue

Johnston
& als
vs
Gill et als
2nd Gratian
587

Burwell's et vs Lumsden & als. 24th Grat,
443. In the absence of fraud settlement
will not be disturbed in the absence
of fraud, unless grossly excessive
Contingent right of dower therefore
will support a settlement and immediately

on the execution of the deed by Mrs Thomas under which she parted with this inchoate right of dower she took a vested interest in the property settled upon her to the extent of the value of the Contingent dower parted with & this notwithstanding her death. Mrs & Mary College vs Powell, is authority for this, where after the death of the wife, although the deed was declared void as to the Creditors, it was sustained to the extent of the dower interest parted with.

Davis's Widow vs Davis's Creditors, 25th Gratton, 590 quoted by Mr Clarke as showing that Mrs Thomas was not entitled to any dower proves just the contrary; in that case the Creditors filed a bill to set aside the deed of settlement as excessive; it appearing that the value of the widow's dower was \$8,890.43, and the value of the real property settled upon her was \$28,311.00 of personal, \$2,100.00, in all \$30,414.00; excess \$21,523.57; the Court sustained the settlement to the extent of her dower interest, and allowed her to elect to take it in a reasonable allowance to be made by the Court or in dower in kind, pa 596

3

It is believed that no case can be found where a post nuptial settlement founded on a release of Contingent dower was set aside in consequence of the death of the wife soon after the execution of the deed in the life time of the husband where the value of the settlement could be ascertained by a Court of equity.

2 - Mr Clarke in his answer alleges that the settlement on the wives was made in lieu of their expectancy of dower in both individual and partnership property and therefore should not be made exclusively out of the individual property, but that the partnership Creditors should bear their proportion of the burden.

It is admitted that this is just, and that the individual assets should be compensated out of the partnership fund.

AB It will be noticed that Mr Clarke here admits the liability of the partnership assets to dower, which he afterwards so persistently denies.

2

Mr Clarke, in his bills of exception (No 1) and in his note of argument (Sec 3) objects to the allowance of partnership debts out of the proceeds of sale of the realty mentioned in Acts 6 & 7 respectively of Commissioner Atkinson's reports filed respectively

4

Oct 9th, '75 and Sept 18th, 76.

To which it is answered;

pt

That according to Mr James Thoma's Deposition, these lands were bought with partnership funds, and used for partnership purposes & were bought with the intention of making money thereby as they did in any other goods or merchandize, they bought or sold.

These lands, according to this deposition of a partner, were strictly partnership assets and liable for partnership debts

1. American L. L. (5th Ed) § 498.

Broke vs Washington & Grub; 248

2. Minor's Institutes, 206.

2^{ly}
2

That according to Com'r Atkinson's said reports, these lands were "bought with partnership funds held as partnership assets but not used for partnership purposes"; that some of the lands were taken in payment of debts due the firm, or bought on speculation, by the firm to save debts due by the former owners of the land, & that the rents & profits were used in the partnership (see report of Oct 9th) some of the conveyances of these lands were to the firm, & some were to the individual partners and all of them, it is believed were listed and stand on the Land Book in the name of the firm. The following authorities

show that neither the purchase of land with partnership funds alone, or the use of it for partnership purposes ^{alone} will conclusively render it partnership stock;-- some other evidence of an agreement to that effect express or implied is necessary. 1st Am, L B; 5th Ed, top 604. -- 2 Minors Institutes, 205, -- Brooke vs Washington, 8th Crat, 255, opinion of Judge Monroe. -- In Wheatly vs Calhoun, 12 Leigh, 273; Judge Tucker says: ~~There~~ may be indeed partnerships in the business of milling, or mining or farming; but unless the intent of the joint owners to throw their real estate in to the fund as partnership stock is distinctly manifested, or unless the real property is bought out of the social funds, for partnership purposes, it must still retain its character of realty. This intention sufficiently shown, is therefore equivalent to a purchase with partnership funds for partnership purposes.

Let us see if in this case, this intention as to the realty in question is sufficiently shown.

What can more certainly manifest such intention than the solemn deed of the parties, describing this property as partnership property and setting it apart for the payment of the partnership debts.

This purchase of ⁶land with partnership funds, accompanied with such evidence of intention to convert the land into partnership stock, will create a trust for the partnership in the land, no matter to whom the conveyance is made, or in whose name the legal title stands. ² Minn. 205-6. If purchase of land by partners ^{with partnership funds} to save a debt would convert so much of the partnership stock into individual assets, the firm might be unintentionally ruined by the very caution taken to protect it, but it is said by Mr. Blake in his note of argument (53) that recitals in a deed are not evidence, quoting *Mm & Mary College vs Powell*, 12 Grab. 384. The principle in that case stated, has no application. That case merely decided that the recital of the grantor in the deed of a consideration moving from the wife was no proof of such consideration as would affect the creditors. But in this case the recital is evidence of the intention of the grantor and is sufficient to justify an appropriation of the individual assets to the payment of partnership debts, even if as is contended such was the case, and is certainly evidence of the intention of the firm to hold such property for partnership assets. The individual creditors have no legal right to object to the appropriation of

7

individual assets to the payment of partnership debts.

If the deed is not proof of the intention of the grantors to make such property partnership stock, it is proof of the intention of the grantors to appropriate it to the payment of partnership debts, which is sufficient for the purposes of the deed.

Hiscock vs Jaycox 10th American Law Review, 509 & 12th N B R, besides that real estate purchased by partners, as a speculation with partnership funds, the losses to be sustained by partnership assets and the profits to accrue to them, is firm assets, and on this principle, the property in question is liable for partnership debts.

3

But it is said that Mr James Thomas's deposition cannot be read, and that the hearing of this cause in vacation, Mr Crocker, as atty for the heirs of Mrs Anna Thomas filed a Bill of Exception to the deposition of James Thomas taken before Corin Atkinson on the 10th day of June, 1875, because the said James Thomas is the husband of said Anna M. Thomas.

All the heirs of Anna M. Thomas, except A. B. Young, who was not then a party to this suit, had prior to the filing of said bill

of exceptions, and prior to the taking of said James Thomas's deposition, conveyed all their interest in Anna Thomas's estate by absolute deed to James Thomas, as appears by the Amended Bill since the last hearing of this cause, filed herein, and ^{as} was well known at the time of filing said bill of exceptions in the assumed name of the heirs. This is therefore a mere attempt on the part of Mr James Thomas to get clear of his own testimony.

The bill of exceptions in the name of the heirs may hence be disregarded.

At the hearing of this cause in vacation, Mr G. S. Clarke, on his own behalf, filed a similar bill of exceptions to the deposition of James Thomas in lieu of one said to have been heretofore filed by him.

Mr G. S. Clarke was present at the taking of this deposition and cross-examined the witness without objection to his testimony, which was a waiver of objection.

² Greenleaf, 375.

This deposition was returned with the report on Oct 9th, '75.

The report was excepted to by Mr. Clarke, but his exception to the report shows no

objection to Mr Thomas's testimony, although his testimony is alluded to in the bill of exceptions. The decree at the first hearing of the Cause, after the return of the depositions, (October term, 1875) does not mention any exception to the testimony and the original decree of that term was based on said testimony. The decrees of the next term, April, 1876, ^{and of Octo., 76} do not notice any exceptions to this testimony. It is submitted therefore, that even if this deposition was excepted to, it has been waived.

Is James Thomas an incompetent witness, on the point on which his testimony was taken, although the husband of Anna M. Thomas. His examination was confined to how the partnership property of the firm of which he was a member, was acquired and held, and was confined to these points, and was necessary to show what property was liable to individual and what to partnership debts—it was a matter within his own knowledge, as to which other parties might testify, and not derive from Confidential Communication with, or from his wife, and hence was not within the reason of privileged marital communications. 1st Greenleaf on evidence (13th Ed) § 338.— 1st Wharton on evidence, § 427, n 5. & § 429, n 1.

10

His evidence only incidentally affects his wife's interest. 1st Greenleaf, top 398, n 5 — Wife after divorce, may be a witness for husband in action for Criminal Conversation with his wife — Wife cannot in prosecution of husband for bigamy, be a witness, but may be produced in Court for identification and thus fix the charge on him.

James Thomas was not, in this case as was the husband in *Mrs & Mary College vs Powell* called to prove the consideration of the settlement and the payment by the deceased wife of a sum of money, which if made was known only to themselves and hence Mr Thomas is not within rule of exclusion in that case. Mr Thomas's testimony is within the rule of *Fried vs Brown*, 24th Gratt. 74, where witness was allowed to testify on some points, but not for all. Being the assignee of nearly all of his wife's interest, his testimony is against his own interest.

11th

Mr Clarke's second exception in first bill of exceptions is to the allowance of dower out of property appropriated by the deed to the payment of partnership debts, or out of the property reported by Com^r Atkinson, as paid for with partnership funds, held as partnership

assets, but not used for partnership purposes, and he argues that if liable to dower, it is therefore necessarily individual assets, and not liable to partnership debts.

It is a sufficient answer to this, that the Consideration upon which the wives entered into the deed, as expressed on its face, was their equivalent of Contingent dower, both in the individual assets, and in the partnership assets, the legal effect of which is to leave the wives dower in such property unaffected by its appropriation by the deed to the payment of partnership debts.

Mr Clarke's 6th exception objects to making the rents alone, the basis of the valuation of dower, and contends that the valuation should be based on the sales alone.

In Devaughn vs Devaughn 19th Grat, 556, the fee simple and annual value was taken as basis.

In Davis's widow vs Davis's Creditors, 25th Grat, 590, the sales were rejected in computing the dower, because in that case, owing to peculiar circumstances the sales were too high, and would have given the widow more than a just allowance, and the Commissioner valued the property independantly of the sales.

There is ^{not} and cannot be any iron rule on

the subject. The only rule is the equitable of a fair valuation of the property. And whereas was the case here real property was much depreciated at the time of sale, the actual rents were the most just mode of valuing the property.

The proving of claims, both against the firm and the individual partners, objected to by Mr Clarke in his Note of Argument is right, because the debts in question bound both the partnership and individual assets, being notes made by individual partners, and endorsed by the firm for money borrowed for the firm, or vice versa or note of one member of the firm, payable to, and endorsed by the other member of the firm, for money for partnership purposes, and the decree confirming the first account of debts recognizes such proof and directs how they shall be paid.

As to the valuation of the house and lot, assigned Mrs Thomas by Commissioner Atkinson at \$2,000.00 Complaind of by Mr Clarke, it is sufficient to say that amidst conflicting testimony, he was best calculated to weigh the testimony, and is himself acquainted with the property; and familiar as

Commissioner in Chancery, with the valuation of property, and as an experienced Commissioner of Sale, acquainted with its market value and it is presumed, has properly valued it at \$2,000.00.

Thomas & Adam's Trustees
vs
W. D. Folk et als

Note of Argument
by
C. B. Hayden

When Mr Kelly, Mr Hayden and myself
were in Norfolk, and Mr Turner's
statement relative to the sale and pur-
chase of ~~of the~~ part of the Grove tract
bought by him and Jno B. White-
head was being made I told him
at the same time I thought there was
a fortunate mode of settling a ques-
tion at issue between us, (Whitehead
& Turner & the Trustees of Thomas & Jane)
that the enquiry had been previously
made of me what they gave for the
piece of land in controversy, whether
they would take what they gave, and
the statement almost amounting to an
assurance had been made at the same
time that if the said price of land was
stated that the same amount would
be given for it, and that I regarded
the whole conversation as an offer of
the amount of their bid, and that if they
would take it they would live ^{with} nothing by
their purchase. Mr Turner promptly
declined the offer & my mediation, and said
he would not take what they gave and
was holding the land for speculation.
I expressed to Mr Turner my regret for

in the beginning of the conversation on this subject my report for not having earlier communicated to him the offer, as I understood it, to take the land in execution off of his hands. I thought he felt as though he had been induced by my public statements and representations to give for the land more than it was worth and though I and others understood differently yet I was very anxious for him to escape from this purchase without the loss of a cent.

And as connected with this subject I will state further that my attention has been drawn to the report of Commissioner Atkinson heretofore made and to a construction of his language that I did not make. A memorandum of the sale of this tract was exhibited to him and he reports it as "the memorandum of sale." I did not understand that he regarded the memorandum exhibited as the identical one used at the time of the sale. The memorandum used at the sale was a magazine prepared by Mr. Young, Mr. Hove and myself, or by Mr. Young, or myself after an ex-

announcement of the premises on
the morning of the sale, and after
the sales of the two days were over
I appeared in my office the mem-
orandum exhibited to the commis-
sioner and then designated the land
in question as, "the South half of the
Grove land or, as I had designa-
ted the other portion bought by Ben
Goodrich as, "the North half".
I did not mean by these terms to
indicate that Goodrich had bought
one half of the Grove tract and
"Whitehead & Surver the other part
I knew better not only from a general
knowledge of the land sold but from
a special inspection made the morn-
ing of the sale. To my mind the
announcements made at the
sale were so repeated and distinct
I did not think there could possibly
be a misapprehension of them
and hence I used the language guar-
anteed as merely description of the parts
bought by each being perhaps too
much under the influence of a thin
present recollection that said words
being under a promise to the King

to purchase no more land, obtained
his permission to buy one acre
more and under the permission
bought an immense estate known
as such. I felt and felt it to be
my duty to give to Mrs Whithead
& Thomas the benefit of every fact
relating to the sale known to me
and hence I promptly informed them
after the sale that the land did not
contain 120 acres as I supposed on
the day of sale, that the survey which I had
made for them at their request surprised
me at the number of acres, and for the same
reason I showed them the afore mentioned
memorandum of sale. At the same
time the creditors of Thomas & Thomas
are entitled to the benefit of every fact
just as I remember and meant
it.

R. S. Thomas

Subscribed & Subscribed before me

For the Thomas Case

Thomas & Adams Trustees

v.

Folke & others

By consent of parties this
day given in open Court, ~~by their counsel~~
~~at~~, which consent is hereby entered of
record, it is ordered that this cause be
submitted to the judge of this Court
for decision or decree to be made
herein, in vacation

Thomas & Adams Castles

1. { Vacations, Order
Folio & Other

April term 1877

To be entered

Geo. Blow.

Ex. F. 43,

Thomas Adams, Trustee

V

John L. Adams

This cause came on this day to be again heard on the papers formerly read, the report of Commissioner Geo. R. Atkinson, made pursuant to the decree entered herein on the 22^d day of October 1875 together with the evidence taken and returned by the said Commissioner with his report; the exceptions taken by the defendant George D. Clarke to the said report and to the deposition of James Thomas, and the exceptions of the heirs of Anna M. Thomas to the deposition of James Thomas and upon the petition of James Thomas ~~the~~ day filed by the leave of the Court and was argued by counsel: On consideration whereof the Court doth ~~overrule the said~~ ^{and of the heirs of Anna M. Thomas as} ~~exceptions of George D. Clarke to the deposition~~ ^{of James Thomas} ~~overrule the said~~ ^{exceptions of George D. Clarke and of the heirs of Anna M. Thomas to the deposition of James Thomas, and doth overrule the exceptions of} the said G. D. Clarke to the said report of Commissioner G. R. Atkinson as far as the same ^{and said exceptions so far as consistent with this decree} are inconsistent with this decree, and the Court doth further adjudge order ^{and report be confirmed as} and decree that to ~~the said report~~ the valuation of the

house and lot assigned ^{by the Deed} to Anna M. Thomas
at two thousand dollars, and the per-
sonal property at five hundred and
ninety four dollars and seventy five
cents (\$494.75) ~~assigned to her in full~~
~~satisfaction of her~~ as to the value of the
house and lot valued at fifteen hundred
and the personal property at one thou-
sind dollars assigned to Antoinette
V. Adams by the said Deed, and as to
the value of the contingent right of
dower of the said Anna M. Thomas
in the lands of James Thomas at six
hundred and forty one dollars and
three cents (\$641.03), and as to the
value of the contingent right of dower of
Antoinette V. Adams in the lands of
John E. Adams at eleven hundred and
seventy seven dollars and eighty cents
\$1177.80. ~~And also as to~~ And the com-
bining of the opinions that according to the
true intent and meaning of the deed of
trust in the bill mentioned executed
by James Thomas and Anna M. his
wife, and John E. Adams and Antoinette
V. his wife to W. S. Thomas, L. B. Hay-
nes and N. P. Gormy bearing date on
the 15th day of February 1873 the real

estate in said deed mentioned as partnership property having been purchased with partnership funds for partnership purposes is partnership property, and that the same is first liable to the payment of the partnership debts of Thomas and Adams being the property mentioned in Account "A" in Commissioner Atkinson's said report; and that the individual real estate of James Thomas and John E. Adams being the property mentioned in Account C. & D. in Commissioner Atkinson's said report is first liable to the payment of their respective individual debts, both accordingly as adjudged order and decree, and the court being further of the opinion that ^{the said} Anna M. Thomas, wife of the said James Thomas, and Antoinette V. Adams wife of John E. Adams were not under said deed entitled to the contingent rights of dower in the aforesaid real estate held as partnership property by Thomas and Adams, and that the contingent rights of dower of Anna M. Thomas in the real estate owned individually by James Thomas, and conveyed in said deed was of the value of six hundred and forty one dollars and thirty cents \$641.03, and that the contingent rights of dower of

the said Antoinette v. Adams in the individual real estate of John E. Adams conveyed in said deed was of the value of Eleven hundred and seventy seven dollars and eighty cents (\$1177.80) and that the real estate reserved by the said deed as a settlement on the said Anna M.

Thomas for her separate use and benefit and described therein by metes and bounds, is of the value of two thousand dollars (\$2000.00) and that the personal estate ordinarily reserved and settled in said deed on her is deducting what is reserved her by the prior law is of the value of four hundred and ninety four dollars and seventy five cents (\$494.75) and the said judge under and from that the said settlement be set aside as to the said excess of the value of the real estate and personal property so settled upon the said Anna M. Thomas over and above the said value of her said contingent right of dower, to wit: as to the sum of Eighteen hundred and fifty three dollars and seventy two cents (\$1853.72)

~~that the said~~ And the Court being of the opinion, ^{that the settlement on the said} ~~as to the~~ Antoinette v. Adams as to her contingent right of dower

of the real estate
in said deed for his separate use and benefit
was of the value of fifteen hundred dollars
and that the personally was of the value
of one thousand dollars with adjudge
order and decree that the said sentence
in said deed in said Antoinette v. Adams
be set aside as to the said Excess of the value
of the real estate and personal property
or estate to wit as to the sum of
thirteen hundred and twenty two dol-
lars and twenty cents (\$1322.20)
and that the ~~said~~ individual creditors
of James Thomas and of John E. Adams
are entitled to respectively to have the
said Excess applied to the payment of their
respective debts. But it appearing to
the Court that by the aforesaid petition of
James Thomas that a large number of
the creditors of James Thomas and John
E. Adams individually and as partners
have released the said Excess ^{of the said sentence} on
basis and account ~~as to~~ the respective
wives of the said James Thomas and John
E. Adams. And the Court doth further
adjudge order and decree that a commis-
sioner of this Court ascertain and report
the names of the individual creditors of
James Thomas & John E. Adams who
have not released as aforesaid the

Amounts of their respective debts and of
their respective ^{two parts} shares & their respective
or of said estate of settlement. And the
the Court with further advice, order, and
decree, that the clerk of this Court deliver
to R. S. Thomas, C. B. Hayden & R. P. Perry
Trustees of Thomas & Adams, ^{and James Thomas} and John
E. Adams respectively the certificates of
deposits of the Cashier of the Marine Bank
of Norfolk, Va., on their filing their receipt
therefor of May 1st 1875, one for one
United States Registered bond for Five
Hundred dollars due them as trustees for
John E. Adams, one United States registered
bond for fourteen hundred and fifty dollars
due them as trustees for James Thomas
and one for nine thousand dollars
registered United States bond due
them as trustees of Thomas & Adams
which bonds with any other bonds,
~~held by them as trustees aforesaid they~~
~~are hereby authorized to be~~ deposited
with the said Bank by said Trustees
the said Trustees are hereby authorized
to receive from the said Bank and
to convert into money in any man-
ner in this opinion most ^{conducive to} for the
benefit of interest of the respective

trust Estates, the proceeds of which
bonds and any other funds in their
hands as trustees as aforesaid after
paying thereout the unpaid costs of
this suit inclusive of said collection
of said ^{bonds} and of the distribution here-
in after mentioned they will apply *
in payment pro rata ^{to} the creditors
who have heretofore proved their claims
in this cause paying the partnership
creditors of Thomas and Adams and
the individual creditors of James
Thomas and John C. Adams respec-
tively out of the respective partnership
and individual assets held by them
respectively as trustees ^{as} aforesaid, and
that when any claim in the accounts
of debts heretofore reported herein has
been properly charged to more than one
fund there shall be deducted from
such claim its pro rata share of
the fund to which it is primarily
chargeable before it shall be allowed
to share in the distribution of any
other fund making such distribution
in accordance with the principles
of the Decree herein of May Term
1874. Reserving from said distribution
an ^{on behalf of the partnership funds and} sufficient funds ~~in~~ invested, or uninvested

8-8

X

Thomas Adams, Insulin

v.

Fork et al.

Per gh decree

October Term 1878

to be entered.

Geo. B. Brown

Entered 15.

vested to meet the payment of the
contested debts heretofore filed in
this cause and to meet the contin-
gent expenses and liabilities of this suit
and of said trust fund. Taking the
receipts of the parties for said pay-
ment which receipts they shall
return to court with their report
of their proceedings under this decree

Thurman & Adams Trustees

v

Folk et al

This cause came on this day
to be again heard on the papers formerly filed, and
on the reports R. S. Thurman, L. B. Hay Jr., and W.
P. Young ~~filed herein December 18th 1876~~ and
James Thurman and John E. Adams
trustees for Thurman and Adams, plaintiffs
in this suit of settlements with and pay-
ments to The Merchants and Mechanics
Savings Bank of the City of New York filed
herein December 18th 1876, and on the
report of said Trustees of the sale of the land
first purchased by O. C. Goodrich and
was argued by Counsel: On consideration
whereof the Court confirming the said reports
to which no exceptions were filed doth ad-
judge order and decree that the check of this
Court deliver to the said Trustees in their
filing their receipts therefor. the three bonds
of George J. Clarke for \$333.33 1/3 each payable
respectively on six, twelve, and eighteen months
from the 4th day of December 1876 with interest
from that date returned with their report of
sale aforesaid, which bonds they are hereby
authorized and required to collect on maturity
or before should the said G. J. Clarke tender
payment of the same and the Court doth
further adjudge order and decree that on the

payment in full of the same by the said G. J. Clarke
 the said trustees who are hereby appointed
 special commissioners for that purpose
 shall execute and deliver to the said G. J.
 Clarke a good and sufficient deed in fee
 simple with special Warranty for the tract
 of land in these proceedings mentioned bid
 off by the said G. J. Clarke mentioned in the
 said report of sale, being that portion of "the Grove
 tract" that was at the sale of the real estate made
 by the aforesaid trustees on the 17th and 18th of September
 1873 purchased by the said O. C. Goodrich, and
 bounded on the East by the lands of George J. Clarke,
 and that portion of the said Grove tract that was
 at a resale ^{purchased} by J. C. Thomas, on the North, and West
 East by the Pagan Brook, on the West and South
 West by the land of A. G. Spradley and on the
 South by the ^{range} town lots of Smithfield fronting on
 the Main Street leading through the town.

NO 7

Sherrill Adams Trustee

11.

Fall 1877

April 1877

Decr

20 be ended

Geoffrey

1877

Thomas & Adams Trustees

vs.

J. B. Hayden

Dec 1879

This cause came on this day to be again heard upon the papers formerly read and was argued by counsel, on consideration taken up, and it appearing to the court that the United States bonds were held by the trustees of James Thomas and of James Thomas & John Co. Adams, to be sold, under the style of Thomas & Adams under the decree herein before entered directing in instant of assets, have been collected in by the United States, and that the interest thereon will stop on and after the 20th day of May, 1879, the court doth adjudge, order and decree that C. B. Hayden & J. Thomas & Co. Trustees of said bonds, do proceed to sell the bonds held by them as aforesaid, and that the said Trustees of James Thomas and Thomas & Adams do deposit the proceeds arising from said sale of said bonds, in the Marine Bank of New York & Virginia, taking the certificate of the cashier thereof, and return the same with their report to the court, and with respect to court.

^{No 9}
Thomas Adams

Printer

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

Sold at 10

to be entered
Apr. 22^d. 1849.

Edw. B. H. S.

Entered 25

Thomas ^{no 10} Adams
Trenton
Folk at at -

Order
Oct 2nd 1899
to be submitted -

Geo. B. Wood.
—

Order
44

X 11

Thomas Adams

Tuesday 11

W B Folk et al.

By consent of
parties referred of
Record it is ordered that the
suit may be heard on
vacation -

Whereas, We James Thomas and John E. Adams late merchants and partners trading under the name and sale of Thomas & Adams believe ourselves to be amply possessed of sufficient property to pay all of our debts both partnership and individual, and whereas some of our creditors doubting either our ability or our inclination to pay have instituted suits to obtain priority over other creditors; And whereas we desire that no preference may be obtained by any but that all may share equally and alike. Now therefore this deed made this 15th day of February, A.D. 1873, between the said James Thomas and Anna M. his wife, John E. Adams and Antoinette V. his wife, of the one part; And R. S. Thomas, C. B. Hayden, and M. J. Young, trustees of the other part. Witnesseth: That the said James Thomas and Anna M. his wife for and in consideration of the sum of five dollars in hand paid by the said trustees, and the further consideration of the settlement upon the said Anna M. of the property hereinafter settled conveyed to her separate use or of so much thereof as may be the equivalent of her dower in the real Estate belonging to the said James Thomas individually or as a partner with the said John E. Adams. And the said John E. Adams and Antoinette V.

his wife for and in consideration of the sum
of five dollars, in hand paid by the said trustees,
and the further consideration of the settlement
upon the said Antoinette & his wife of the
property hereinafter settled & conveyed to her
separate use, or of so much thereof as may
be the equivalent of her dower in the other
real estate belonging to the said John E.
Adams, individually or as a partner with
the said James Thomas, do grant with
general warranty unto the said R. S.
Thomas, C. B. Hayden and W. D. Young trust-
ees as aforesaid with all the rights, powers
and authority hereinafter expressed the fol-
(11) lowing partnership property. Viz: (1) That
certain piece or parcel of land lying and be-
ing in the County of Sale of Wright, near the
Town of Smithfield, known as the Whitehead
farm, on which the late Joseph B. Whitehead
resided, lying on the main road leading from
Smithfield to the Courthouse of said County,
and bounded on the North by the said road; on
the West by the land lately belonging to
George R. Atkinson to the West fork of
Great Spring run, thence down the said
run by the said Atkinson's land to the
junction of the two forks of said run, thence
up the Southern fork of said run by the

Said Atkinson's land, thence along the said
line to John Lynes' line, to George F. Nelson's
line, thence along Nelson's line to Scott's
factor road, thence up said road to its
junction with the road aforesaid leading
from Smithfield to Isle of Wight Courthouse,
containing by estimation three hundred
and fifty five (355) acres, more or less,
being the same tract of land that was sold
by the aforesaid John E. Adams to James Thomas
aforesaid, on the (5th) fifth day of October A.D.
1868, as will appear by the deed of the said John
E. Adams dated November 10th A.D. 1871,
and duly recorded in the Clerk's office of
the County Court of Isle of Wight County in Deed
Book No. 42, page 155, a moiety of which was
subsequently to wit; On the 18th day of January
1872, conveyed by the said James Thomas
to the said John E. Adams as will appear by
the deed of the said James Thomas & Anna
M., his wife, likewise of record in the said
Clerk's office of the said County, in Deed Book
No. 42, page 162, (2). Also that certain
piece or parcel of land lying and being
in the county aforesaid, known as the
Atkinson or "Ravenwood" farm, and
adjoining the lands lately belonging to
James H. Litchhead decd, Mrs Winifred
Litchhead and others, lying on the East

side of the road from Smithfield to Isle
of Wight Courthouse, "being the same piece
or parcel of land that was conveyed by George
P. Atkinson to Robert H. Whitfield decd.,
by his deed dated January 1st 1867, for the
purposes of the trusts therein mentioned,
and conveyed by the said R. H. Whitfield Trustee
on the first day of June 1868, to the said par-
ties of the first part, as is evidenced by
the deed of the said R. H. Whitfield of the said
date duly recorded in in the aforesaid Clerk's
Office of the aforesaid County in Deed Book
No. 41. page 160. 3) Also that certain other
piece or parcel of land lying and being
in the County of Isle of Wight, known as
the "Round Hill Farm" with its two
Tracts, the one known as the "Smith Tract,"
containing by estimation Three hundred
and Eighty five (385) acres and one rood,
and the other containing by estimation
Two hundred acres, formerly known as
the "Urguhart Tract", being the same that
was conveyed by Edward H. Valentine
to R. M. Carey on the 17th day of December A.D.
1859, and by the said R. M. Carey and Hannah E.
his wife and C. B. Hayden to James Thomas
and John S. Adams by the deed of the said
R. M. Carey & wife and the said C. B. Hayden

(5)

4
dated August 1st A.D. 1865, and likewise
of record in the clerk's office of the said County
in Deed book No. — page 576. (4). Also that
certain other tract ^{or parcel} of land lying and being
in the aforesaid County, containing by
estimation One hundred and Eighty
acres (180) more or less, and bounded
and adjoining the lands of Merit Whitney,
Jere: Cutchin, John Pastures decd, and
Whitehead and Parker, being the same tract
of land that was conveyed by James Post to
R. H. Whitfield by two deeds of trust dated
respectively April 20th 1854, and April 7th
1857, and was conveyed by the said R. H.
Whitfield to the said James Thomas and John E.
Adams and George R. Atkinson by deed da-
ted June 20th 1857, and of record in the
aforesaid clerk's office in Deed Book
No. — page —, and is the same that was
conveyed by the said George R. Atkinson
to the said R. H. Whitfield in trust for the
benefit of the said James Thomas and
John E. Adams by deed dated January
1st 1864, and was by the said George R. At-
kinson and Georgianna his wife and
R. H. Whitfield on the 18th day of April 1868,
conveyed to the aforesaid James Thomas
and John E. Adams, duly recorded in the
aforesaid clerk's office, in Deed Book No. —

County in Deed book No. 39, page 608,
and is the same that was conveyed by the said
Geo. R. Atkinson to R. H. Whitfield Trustee
for the uses and trusts set forth in the
said deed; And was by the said R. H. Whit-
field conveyed to the aforesaid James
Thomas and John E. Adams, by deed dated
January 1st 1868, and duly recorded in the said
Clerk's office in Deed book No. 41, page 160.

1 (7) Also that certain other lot in the said Town
of Smithfield known as the Hodges or John-
son lot, which was conveyed by James H.
Crocker Trustee and Eliza H. C. Hodges to
the said James Thomas and John E. Adams
by deed dated November 20th 1867, duly re-
corded in the Clerk's Office of the
said County in Deed Book No. 41, page, 109.

8 (8) Also that certain other lot or piece
of land known as the Store House or
Wharf, of the said James Thomas and
John E. Adams which was purchased
by them of and from George Wilson &
Mary his wife, Elizabeth Hankins,
William R. Hankins and Lelia his
wife, John H. Hankins, James S. Law-
son and Sarah P. his wife, Albert W. Han-
kins and Lelia his wife, Wm E. C. Doug-
lass and Lucy Ann his wife as appears

by their deed of November 7th 1839, duly recorded
in the said Clerk's Office of the said County
9 in Deed book No - page - , (9) Also all their
title and interest in and to the Bridge known
as the Toll Bridge at Hodsden's Point, on
Pagan Creek formerly known as Pierce's
Bridge, together with all the land, fran-
chises, rights, privileges, ways, appurte-
nances, and easements thereto belonging,
being the same that was conveyed by
Wentworth W. Pierce and Margaret W. Pierce by
deed dated December 31st 1846, likewise
duly recorded in the aforesaid Clerk's office
of the aforesaid County, in Deed Book No.
10 37 page 30. (10) Also all their right title
and interest whether at law or in Equity
to any and all other real Estate owned and
possessed by the said James Thomas and
John E. Adams jointly or separately, saving
and excepting that which is hereinafter
11 excepted, (11) Also all stocks, bonds, bills,
notes, accounts, all other evidences of debts &
and all choses in action with every right to
collect and enforce the same by any judg-
ment or decree, together with full power
and authority to compromise the same
at any time, or at any amount that may
be deemed advisable by the said trustees,

(12) Also all hides, whether owned by the said James Thomas and John E. Adams, or by the said John E. Adams that are now being tanned and cured in the tanyards connected with the store and Wharf property above spoken of with every right and authority to employ competent persons and means to prepare them for market, and to pay for the same out of the trust fund,

And the said James Thomas and Anna M., his wife for the consideration aforesaid do hereby grant unto the trustees with general warranty the following individual property of the said James Thomas, Wiz: (1) All that certain piece or parcel of land known as the Grove including both that portion of the original tract which is described in the deed of Partition between James Thomas and Anna M. his wife and John E. Adams and Antoinette V. his wife bearing date of February 1st 1855, as as commencing "at the upper or north west corner of the upper or first mentioned lot herein described as conveyed by deed from Reuben Butler (in former conveyance from A. Atkinson to Wm. H. Pittman and from him to said Butler, called Pollard's" thence along the boundary between "Pierceville" and the Grove" N. $32\frac{1}{2}^{\circ}$ W. 40 poles to a ditch near the Ice house, thence along said ditch

N. $32\frac{1}{2}^{\circ}$ E. $14\frac{1}{2}$ poles to a bend in said ditch,
thence N. 54. E. 18 poles to a bend in ditch,
thence N. 85. E. 11 poles to the corner of the
ditch near the old Settlement Called "mills",
thence N. 12. E. $69\frac{1}{2}$ poles along a line of
marked trees to a live oak on side of Pagan
Creek, thence down said Creek and with the
meanderings of the same to where the
said Creek is intersected by the upper
boundary of the property of Thomas, Ad-
ams & Co. fronting on said Creek conveyed
to them by Thomas & Adams by deed duly
recorded in the Clerk's Office of the County
Court of Dale of Wright County and from
said intersection along the upper or bridge
side of said line of Thomas, Adams & Co.
thence along the back and lower line of same
to said Creek, thence down the meanderings
of the said Creek to the intersection of the line
of William A. Jordan with said Creek, and thence
up the back line of said Jordan, and that of
the late Robert Butler and down the Western
side of the lot of the latter to the back corner
of the old Jail, thence to the opposite point on
the Eastern side of the lot owned by A. Parker
or wife, thence up the same to the back line
thereof and along the latter and that of S. G.
Bozkin formerly that of James Chalmers
to the sideline between the Grove and C. B.

Hayden and along the same to the back line thereof and along the said back line and that of S. White and down the upper side line of said S. White to the point where the line of said White crosses the lane thence across the said lane to the line of said White on the lower side of said lane, thence down the line of the said White and that of the heirs of Turner N. Southall to the main street, thence with said street to the lot of S. J. Wilson down the lower side line thereof to the rear thence along the said rear line and that of the conveyed to S. White as Trustee of Keturah Jordan and that of the heirs of the late Arthur Smith, and that of Edwin Morrison and down the upper side line of the latter to main street, thence with said street to the lot owned by W^m H. Casey thence down the lower side line thereof to the back line of the same, thence along the said back line and that of J. W. Atkinson the back line as enclosed of the lot hereinbefore mentioned as occupied by John P. Thomas the back line of the hereinbefore mentioned lot as occupied by John J. Murphy (or Pollard lot) to the beginning; and that certain other piece or parcel of land containing about (25)

twenty five acres more or less, now known
as a part of the Grove Tract, which com-
mences at the north end of the failings, the
partition fence between the lands of A. G.
Spratley and James Thomas thence in
a straight line to the head of a bottom, which
line is in the direction of said runs north
 $32\frac{1}{2}^{\circ}$ West, thence in a straight line $33\frac{1}{2}$
East to the Western branch of Pagan Creek,
thence along the said Creek to the lands of James
Thomas called the Grove Tract, thence along
the said James Thomas' land to the beginning,
being the same tract of land (the last men-
tioned) that was conveyed by A. G. Spratley
wife to James Thomas by deed of Septem-
ber 4th 1857, duly recorded in the Clerk's
Office of the County Court of Seaford
County in Deed Book No. 39, page, 548,
saving and excepting from and out
of the original Grove Tract as described
in the aforesaid deed of Partition that
portion of it, (or so much thereof as shall
be the equivalent as aforesaid of the dower
interest as aforesaid of the said Anna
M. Thomas) which commences at lot
No. —, owned and occupied by S. G. Boykin
 $29\frac{1}{2}^{\circ}$ West thence along C. B. Hayden's line
13 chains and 24 links to a stob on the

(13)

West side of a ravine, thence north 55°
E. 10 chains 23½ links to a stob in the
field of James Thomas, thence S. 29½ E,
13 chains and 94 links to the W. West side
of lot No. - , belonging to the Estate of W. H.
Jordan thence along the said back line
of the said back lot across the yard of the
premises now occupied by the said James
Thomas according to its present bound-
aries. and along the W. W lines of A. J. Cofer
and S. G. Boykin to the beginning, together
with all of the household and kitchen furni-
ture now upon the premises, which said
excepted property the said James Thomas
and Anna M., his wife in consideration
of her release of her expectancy of dower
in all the other real Estate, herein con-
veyed, do hereby grant with general war-
ranty unto the aforesaid trustees to be held
in trust by them or any other trustee whom
she may in writing under her hand
and seal acknowledged before any mag-
istrate or Notary Public and duly recorded
in the Clerk's Office of the County Court of
Salem County, appoint which power
of appointment is hereby reserved to her, to
use and separate use in fee simple
free from the control of her husband
and free from all liability for his debts

or contracts without accountability by the said Trustees for the use, waste or damage of the said property with the power on the part of the said Anna M. Thomas with the Consent of the said Trustees, or substituted trustee evidenced by his joining in the conveyance to convey, alienate, sell, exchange any or all of the said property, and with the power without the consent of the said trustees or trustee to dispose of the same by Will, which said exchanged property, or the proceeds of the sale of excepted property is and shall be held under the trusts of this Deed, (2) Also that certain other piece or parcel of land lying and being in the County aforesaid adjacent to the lands of Joseph Davis and others, containing by estimation Eleven and three quarters acres, which was conveyed to James Thomas and John E. Adams by Thomas Hall Commissioner by his Deed of January 7th 1857, duly recorded in the Clerk's Office of the said County in Deed book No. 39, page 513, an undivided moiety of which was by the aforesaid John E. Adams conveyed to the said James Thomas by deed bearing date

of November 15th 1858, and duly recorded in the clerk's office of the said county in Deed book No. 46 page 136, (3) Also that certain other piece or parcel of land lying & being in the county aforesaid containing Eleven acres and one hundred and forty Six poles, adjoining the lands of James Thomas and John E. Adams and bounded by the main road on the other side, which is the same that was inherited by Portozal Davis from Stephen Davis & was by the said Portozal Davis conveyed to James Thomas by his deed of November 12th 1869, and duly recorded in the aforesaid clerk's office of the said county in Deed book No. 41, page —, (3) That certain other piece or parcel of land lying & being in the county of Seleswight of which Thomas W. Carstarphen died seized & possessed, containing by estimation Seventy acres, more or less adjacent to the lands of Berbin Jones, and those formerly owned by James M. Jordan, being the same that was conveyed to the said James Thomas by C. B. Hayden, Special Commissioner by his deed of July 18th 1870, and duly recorded in the aforesaid clerk's office in Deed Book No. 41, page 446, (4) Also that certain other piece or parcel of land lying & being in the Town of Smithfield

which was conveyed to the said James Thomas by J. A. Whitehead Special Commissioner by deed dated August 20th 1858, duly recorded in the aforesaid clerk's office in Deed book No: 39, page 710. and describes in said deed book as adjacent to the lots of Edwin Morrison, John A. Jordan, James Thomas and others, (5) Also all stocks, bonds, bills, notes accounts, all other evidences of debt and all Choses in action held and owned by the said James Thomas, and all other personal property belonging to him have and except that herein conveyed to the trustees aforesaid for the sole and exclusive use of his wife aforesaid,

And the said John E. Adams and Antoinette his wife, for and in consideration of the premises aforesaid and for and in consideration of the release of the expectancy of Dower by the said Antoinette E. Adams in all of the real Estate hereby conveyed, (whether owned in partnership with the aforesaid James Thomas or individually by the said John E. Adams) do hereby grant with general warranty unto the trustees aforesaid the following property, viz: (1) All that certain lot of land in the Town of Smithfield which is at present occupied by J. H. Fuller

lying on the main street of the said town and
 described in the aforesaid deed of Partition
 between the said James Thomas and Anna
 M. his wife, and the said John C. Adams and An-
 toinette M. his wife, dated February the 1st 1855;
 as "a lot near the Town of Smithfield now occupied
 by John P. Thomas lying on the main street of
 the said Town, and between the lot of J. N. Atkinson
 on the East and the lot herein before mentioned pur-
 chased by the said Thomas & Adams of Ebenezer
 Butler on the West, and running back from
 the said street to the back boundary of the said ad-
 joining lot, (2) Also that certain other lot of
 land likewise described in the said deed of Partition
 as a tract or lot of land lying on the main road
 near Smithfield between the last mentioned
 lot occupied by John P. Thomas on the East, and
 the hereinafter mentioned lot on the West,
 with a front line on the said street of ninety
 feet, and running back one hundred and
 sixty five feet, (3) Also one other lot the
 same dimensions as the last and de-
 scribed in the said deed of Partition as ad-
 joining the lot last mentioned on the
 West " And now occupied by A. Hayman,
 (4) Also that certain other tract of land
 lying and being in the County aforesaid
 containing by estimation One hundred
 and twenty four (124) acres, more or less,

and bounded as follows, viz: "on the north
by the lands of John E. Adams, crosses
Atkins and the Burwells Bay Road; on the
East by the lands of Polly Batimer; on the
South by the lands of Whitfield W. Holliman
dec'd, and on the west by the mill Pond of
John E. Thomas, being the same land
that was conveyed by Josiah Thomas
and Mary A. his wife by their deed of
December 14th 1854, duly recorded in the
aforesaid clerk's office in Deed Book
No. 39, page 196, (5). Also all of the right
title and interest in and to all other real
and personal Estate owned or possessed by
the said John E. Adams, save and except
the two lots lying & being in the Town of Smithfield
mentioned upon the plot of the Town as
Numbers (17) Seventeen and (18) Eighteen,
which were conveyed to the said John E. Adams
by James H. Tucker and Fazelwell Taylor and
others by their deed of December 2nd 1850, duly
recorded in the clerk's office of the County
Court of Isle of Wight County in Deed Book
No. 38, page 198. and the one bought of H. A. B.
Watson and Emeline his wife on the 30th of
December 1856, which is described upon the
plot of the said town as lot No. (19) Nineteen,
and more fully described in the deed from

the said H. A. B. Watson and wife duly recorded
in the aforesaid Clerk's Office in Deed book
No. 39. page 629, and the household & Kitchen
furniture upon the said premises, and the
household and Kitchen furniture and all
other personal property upon the farm
which is, and was the maiden property of the
said Antoinette V. Adams which said three
lots of land in the Town of Smithfield com-
posing what is now known as the 'Adams
lot'; together with the said household & Kitchen
furniture upon it, and the said household &
Kitchen furniture and all the personal prop-
erty upon the said farm of the said Antoi-
nette V. Adams it together with the dower
of her husband John E. Adams therein
is, in consideration of the premises
aforesaid and of the release of the expectan-
cy of dower of the said Antoinette V.
Adams in all of the other real estate
of her said husband whether owned individ-
ually by him, or in partnership with
the said James Thomas, or so much thereof
as shall be the equivalent of the dower
interest of the said Antoinette V. Adams
as aforesaid, is hereby conveyed with gen-
eral warranty unto the aforesaid Trustees
to be held in trust by them or by any other

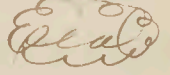
Substituted Trustee whom she may in writing
under her hand and seal, acknowledged be-
fore any Magistrate or Notary Public
and duly recorded in the Clerk's Office
of the County Court of Schoharie County
appoint, which power of appointment
is hereby reserved to her, in full and sole
to her sole and separate use, free from the
control of her husband, and free from all
liability for his debts or contracts, with-
out accountability on the part of the said
Trustees, for the use, waste, or damage of the
said property, with the power of the part of the
said Antoinette V. Adams with the consent
of the said Trustees or substituted Trustee ex-
idenced by their or his joining in the said
Conveyance to convey, alienate, sell, ex-
change any or all of the said property, with
the power with the consent of the said Trust-
tees or Trustee to dispose of the same by
will, which exchanged property or the pro-
ceeds of sale of this excepted property is
and shall remain under the trust of this
deed, And the said John E. Adams does fur-
ther grant and convey all his stocks, bonds,
bills, notes, accounts, all other evidences of
debt, and all of his choses in action and
rights to the said Trustees to do with and by

(20)

7
* them as they the said Trustees are empowered to do with & by those belonging to Thomas & Adams. All of the property both partnership and individual herein conveyed to the trustees aforesaid is conveyed, In Trust to secure to all of the partnership creditors of the said Thomas and Adams and to all of the individual creditors of the said James Thomas and John E. Adams the sum or sums that may be due them, the partnership assets to be applied to the payment of the partnership debts, the individual assets to be applied to the payment of the individual debts, the surplus of either to be applied to the payment of the other, And it is covenanted and agreed that the said trustees shall in their discretion sell at once or at such time and on such credit, after reasonable notice by advertisement in the newspapers or otherwise any of the real or personal estate for cash or on credit at Public or at private sale, whether the said real estate be leased or not, before or after the expiration of the lease or leases, and to lease the same till sold, for cash or at private sale, it shall not be sold for less than three fourths of its assessed value, nor upon a longer credit than two years, And it is further covenanted and agreed that when the hides herein

before mentioned belonging to the said Thomas & Adams, and to John E. Adams are properly prepared for market they may be sold at public or private sale for cash or on credit as the trustees aforesaid shall deem most advisable, And it is further covenanted and agreed that the said trustees shall pay all costs & charges attending the drawing, recording, acknowledging of this deed and the execution of this trust inclusive of a commission of five percent, On all sum or sums that come to their hands, And the property herein conveyed is conveyed subject to any judgment, decree, execution or other lien that may be upon it.

The word "Estate" inserted after "real" in the 22^d line of the first page was inserted before the signing and sealing and delivery of this deed, Witness the following signatures and Seals this 15th day of February A.D., 1873,

John Thomas, 
Anna M. Thomas, 
John E. Adams, 
Antoinette V. Adams 

Essex Wright County, Iowa:

I, George R. Atkinson a commissioner in chancery of the Circuit Court of the County aforesaid in the State of Virginia, do certify that James Thomas and John E. Adams whose names are signed to the writing hereto annexed bearing date on the 15th day of February 1873 have acknowledged the same before me in my said County. And, I do further certify that Anna M. Thomas the wife of the said James Thomas and Antoinette V. Adams the wife of the said John E. Adams whose names are signed to the writing hereto annexed bearing date on the 15th day of February 1873, personally appeared before me in the County aforesaid, and being examined by me privily and apart from their husbands, and having the writing aforesaid fully explained to them, she the said Anna M. Thomas, and she the said Antoinette V. Adams acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it, Given under my hand this 22nd day of February, 1873,

Geo. R. Atkinson, Comm'r

In the Clerk's office of the County Court
of Selesworth County, the 2nd day
of February, 1873, This Deed of Trust
from James Thomas and Anna M.,
his wife, and John E. Adams and An-
toinette V. his wife to R. S. Thomas
C. R. Hayden and N. P. Young trustees,
was received, and the tax thereon being
paid, was admitted to record upon the
annexed Certificate of George R. Atkinson
Commissioner in Chancery as to the
acknowledgement of said James Thomas
and John E. Adams, and the private ex-
amination and acknowledgement
of their wives, the said Anna M.,
Thomas, and Antoinette V. Adams,
Teste,

N. P. Young Clerk
Heopky, Teste,
C. R. Hayden, D. C.

Thomas L. Adams: Trustee.

vs. $\frac{4}{3}$ Chy.

Folk'sals.

Copy of Deed of Trust

Exhibit A.

Filed with Bill.

Thomas & Adams Trustees
v

Falk et al

This cause came on
this day to be again heard on the papers for-
merly read and on the report of payments by
R. J. Thomas and A. P. Young Trustees of
James Thomas, of John E. Adams individu-
ally and as partners trading as Thomas & Adams
bearing date March 20th 1889 to which
no exceptions are filed and was argued by
counsel: On consideration the Court doth
confirm the said report, and it appearing
to the Court that nothing further remains
to be done herein it is ordered that this
cause be removed from the docket.

Thomas Adams
Trustee

✓
Fackel-er

Rough Draft

April 1889

To be entered
C. White

Entered # 9

In the Circuit Court of Lake of Waples county
Thomas & Adams's Executors

Plaintiffs

vs
E. H. and others

Defendants

This cause came on this day to be again heard on the papers
formerly read and on the report of Commissioner Dickinson
under decree herein of November 12th 1887 and was argued by
counsel. On consideration whereof the court doth approve said
report to which no exceptions are filed and doth adjudge order
and decree that so much of the decree herein of November 12th
1887 as directed R. J. Thomas and W. P. Young Trustees of James
Thomas to pay to Elizabeth Daniel or her heirs or personal repre-
sentatives the sum of \$14.²¹ with interest from the 22nd day of Octo-
ber 1878, the sum of \$10.⁰⁰ to A. C. Dickinson Exr of A. C. Dickinson with
interest from the same date, to Henry Jones or his duly authorized
attorney the sum of \$214.⁹⁸ with interest from the same
date and to Geo. J. Blake the sum of \$328.⁹⁴ with interest from
the same date be and the same is hereby rescinded and the said
R. J. Thomas and W. P. Young Trustees of James Thomas ~~understand~~
~~ably~~ are hereby directed to pay out of the fund on deposit in the
Waukena Bank of Waples to their credit as such Trustees, to Eliza-
beth Daniel or to her heirs or personal representatives the sum of
\$14.⁶⁷ with interest from the 23rd day of October 1878, to A. C. Dickinson
Exr of A. C. Dickinson the sum of \$10.⁴⁵ with interest from the
same date, to Henry Jones or his duly authorized attorney the
sum of \$218.⁵⁰ with interest from the same date, to Geo. J. Blake
the sum of \$328.⁹⁷ with interest from the same date, and to O. C.
Goodrich or his duly authorized attorney the sum of \$318.⁶⁶
with interest from the same date, but the said Trustees shall de-
duct from the said amounts hereby directed to be paid to the said

Henry Jones and George S. Blake may sue which the said
 trustees may have ^{paid} them or either of them and or decree
 herein of November 12th 1887. And the court doth further adjudge, order
 and decree that the said trustees shall out of the said fund pay to
 George R. Litchman the sum of \$24.25 amount of his fee for his
 reports and or decrees herein of October Term 1881 and November
 12th 1887 and the remainder of the said fund shall pay suitably
 towards the judgments of H. S. Cherry and W. D. Folk as per the in
 banc opinion Litchman's report of October 4th 1882 and or
 decree herein of October Term 1881

And the court doth further adjudge, order and decree that the
 said R. S. Thomas and W. P. Young Trustees of Thomas & Adams
 shall out of any funds in their hands or that may come into their
 hands as partnership assets after paying the unpaid costs of this
 suit make distribution suitably among the creditors of Thomas
 & Adams whose debts have been heretofore reported upon and set-
 ting from any of such debts all amounts that may have been paid
 towards ^{them} ~~of~~ from all sources whatever and make or not to account of
 their proceedings under this decree

Thomas & Adams Trustees
 vs
 Folk and Folks

Received
 October Term 1888

do be entered

C. J. Folks

Oct 25, 1888

The further distribution

16
 11

Thomas & Adams' Trustees }
 25 } Dr. Chancery -
 Joek & als }

In the Circuit Court of Isle of
 Wight County, ~~April 21st 1887~~

This cause
 came on this day to be again heard upon
 the papers formerly read, and upon the report
 of R. S. Thomas & N. P. Young, Trustees of the
 Collection of bonds for the purchase of the
 property in the Town of Swittfield, known as
 the "Grove property", showing a balance of
 \$1870 ⁰⁵/₁₀₀ now in the hands of said Trustees
 subject to distribution under the orders of
 this Court; and was agreed by Counsel.
 On Consideration whereof the Court doth act,
 judge) Order & decree that - out of the said funds
 you deposit in the Mechanics Bank of Norfolk to the credit
 so shown to be in the records of the said Trustees,
 they pay ^{check out gold} to Elizabeth Daniel, the sum of \$14 ⁵⁰/₁₀₀
 or to her heirs or personal representative
 with interest from the 23^d day of Oct 1878; the
 sum of \$10 ²⁰/₁₀₀ to A. Atkinson Ex^{or} of A Atkinson
 Dec^d, with interest from the same date, to O. C.
 Goodrich the sum of \$337 ⁴⁰/₁₀₀ with interest from
 the same date, to Henry Jones, or his duly author-
 ized attorney, the sum of \$214 ⁹⁸/₁₀₀ with interest from
 the same date, and to Geo J. Clarke the sum of
 \$328 ²⁴/₁₀₀ with interest from the same date; and
 the residue of said fund the said Trustees will

distribute among the parties entitled thereto,
taking from all the parties receipts for the
amounts paid them and filing the same
with the papers in the cause; and they will
report to Court their proceedings hereunder.
And the Court doth further adjudge
order and decree that some Comrs. of
this Court take and report to
Court an account showing whether
or not the claim of O. C. Goodrich
which was proved against the ^{partnership} assets
of the firm of Thomas and Abams
and also against the individual assets
of both James Thomas and Jas. E.
Abams, has been paid in full out
of all the said assets, and if
not how much is still due thereon.
And the said Trustees are hereby di-
rected to retain in their hands the
amount due the said O. C. Goodrich
on his claim aforesaid until the
further order of the Court

Thomas & Adams
v Trustees

Joek & als

Decree for
Distribution

To be Entered

C. White
Mar 12
~~Oct 2, 56~~
~~Apr 24, 1887~~

Entered
No 4.

Oct term 1888
Decree for further
Distribution

14

15

16

17

18

19

20

In the Circuit Court of the County of Wright
County October 20th 1886 -
Thomas & James' Trustees (Plffs.)
v. } In chancery
Folk et al

This cause came on this day to be
again heard on the papers formerly
read, and on the report of B. S. Thomas
and H. P. Young Trustees of James
Thomas filed herein October 9th 1886, of
collection and deposit under decree
herein of October Term 1884, to which
report no exceptions are filed, and
was argued by Counsel. on consideration
whereof the Court doth confirm the said
report and doth adjudge order and
decree that the said B. S. Thomas and
H. P. Young Trustees as aforesaid
of the said James Thomas check on
the money deposited in the Marine
Bank to the credit of themselves as
Trustees of James Thomas the sum of
\$19.25 with interest thereon from
May 8th 1886 till paid and pay the
same over to B. S. Thomas for the
taxes paid by him on the property
purchased by him under decree
herein due at the time of the sale

of the said property, and the Court
 doth further adjudge order and
 decree that the said R. S. Thomas
 and H. Q. Young surviving trustees
 render a further account before
 one of the Commissioners of this
 Court of their transactions as
 trustees of James Thomas and John
 C. Adams as individuals and
 as partners trading under the
 name and style of Thomas and
 Adams.
 R. S. Young Secy.

H. Q. Young attk

Thomas & Adams' Est.
 to.
 In Clerk,
 Holk et al.

Copies decreed of
 Dec. 1886.

Thomas & Adams Trustees

vs

Folk et al

This cause came
on this day to be again heard on the
papers formerly read and on the
report of R. S. Thomas & N. P. Young
trustees of James Thomas filed
herein October 9th 1886 of collection
and deposit - under decree herein of
October Term 1884 to which report
no exceptions are filed and was ar-
gued by counsel; On consideration
whereof the court doth confirm the
said report and doth adjudge, order
and decree that the said R. S. Thomas
and N. P. Young trustees as aforesaid
of the said James Thomas keep check
on the money deposited in the Marine
Bank to the credit of themselves as
trustees of James Thomas the sum
of \$19.25 with interest thereon from
May 8th 1886 till paid and pay the
same over to J. O. Thomas for the taxes
paid by him on the property purchased
by him under decree herein due at the
time of the sale of the said property:
And the court doth further adjudge,

order and deem that the said R. S.
Thomas & J. P. Henry, surviving
partners under a former account-
before one of the commissioners of the
court of then transactions as part-
ners of James Thomas and John
E. Adams as individuals and as
partners trading under the name
and style of Thomas & Adams

Thomas & Adams

v

James et al

Rec'd Dec 18

October Term 1886

To be entered

Geo. B. Brown

Entered
\$11-

Thomas & Adams Trustees

vs

John & als.

This cause came on this day to be again heard upon the papers formerly read and upon the Exceptions of Geo J. Clarke and Henry Jones to the report of Geo R. Atkinson Commissioner, dated Oct 9th 1882, filed Oct 10th 1883 and was argued by Counsel -

On Consideration whereof the Court overruling the first Exception and sustaining the 2^d of said Exceptions, doth adjudge, Order & Decree that the sum of \$14⁵¹/₁₀₀ due Elizabeth Daniel, under the report of Geo R. Atkinson Com^r made under a decree of Oct Term 1881 shall bear interest from the 23^d day of Oct 1878 the date of the decree confirming the report of said Commissioner of Sept 18th 1876 - and the sum of \$10²⁰/₁₀₀ due to A Atkinson Ex^r of A Atkinson, and the sum of \$337⁴¹/₁₀₀ due to O. C. Goodrich; and the sum of \$214⁹⁸/₁₀₀ due to Henry Jones & the sum of \$325²⁴/₁₀₀ due to Geo J. Clarke shall all bear interest from the same date -

Thomas & Adams Trustees

25

Took & als -

Deene

To be entered

Geo. Blom.

Apr. 21st 1885

Entered #26

Trusts of Thomas & Adams

Folk et al

This cause came
on this day to be again heard on the
papers formerly read and on the report
of R. S. Thomas & N. P. Burns, Special
Commissioners of payments under
the Decree herein of October Term 1884
to which report no exceptions are filed
and was argued by Counsel: On cause
whereof the Court doth com-
mence the said report-

Thomas Adams
Inspector

v

Folk et al
Rough Decree
Apr Term 1885

To be entered
Yes! Blow.

Entered # 13

+ Astoria v. Adams & make certain pay ments
therein mentioned

Thomas & Adams Trustees

Facts et al

This cause came
on this day to be again heard on the fac-
tus formerly read and on the report-
of R. S. Thomas and N. P. Young Trust-
ees of John E. Adams filed herein
August-14th 1884 showing a net col-
-lection of \$649.43 of Astoria v.
Adams and a deposit of the same
with the Marine Bank of Norfolk
Virginia to their credit as Trustees of
John E. Adams, and on the report-
of the said R. S. Thomas & N. P. Young
Trustees of James Thomas of the sale
of The Grove House and lot filed
herein October 8th 1884 to which
reports no exceptions are filed and
was argued by Counsel: On considera-
tion whereof the Court can find the
facts of the said reports, with adjudge-
ment and deem that R. S. Thomas
and N. P. Young who are hereby ap-
pointed special commissioners for that
purpose shall collect of and from
the Marine Bank of Norfolk Virginia
the sum of \$649.43 shown by the said
report of August-14th 1884 to have been
deposited with it and all interest there-
on and after receiving from and out of the

money then collected the costs and charges attending a distribution of the same and a report thereof they shall pay over the balance pro rata to Ann M. Judan et al mentioned in Account-~~of~~ ^{of} of bon misaine At the Rinsins report filed herein October 10th 1883, and the court doth purchase judge, order and decree that the said R. S. Thomas & N. P. Young Trustees of James Thomas shall withdraw from their report of the sale of the Grove House & Lot filed herein October 8th 1884 the plot of the Survey of the said Grove House and Lot and also the two bonds of J. O. Thomas & M. F. Judan each for \$850.00 bearing date October 6th 1884 payable with interest from date in one & two years respectively on leaving their receipt with the clerk of this court for the said plot and for the aforesaid bonds, and collect the said bonds at maturity or before should payment be tendered before they mature and on payment in full of the same to make to the said J. O. Thomas a good and sufficient deed in full ^{with special warranty} ~~simple~~ for the said house and lot by and according to the meter and bounds of the said plot of the said Survey of the said Grove House and Lot making the said plot a part of the said Deed.

But the said R. S. Thomas & N. P. Young

Trustees of John E. Adams shall not-
collect or receive from the said Marine
Bank of Norfolk Virginia the aforesaid
sum of \$649. 43 and interest as aforesaid
until they shall have ~~entered into a~~
~~good and safe sufficient~~ ^{entered into} ~~or given~~
bond in the penalty of \$1200. with good suf-
ficient security before the clerk of this
Court or his deputy conditioned for the
faithful performance of their duty
in the distribution of the said sum of \$649.
43 and its interest under this decree.

Thomas & Adam Foster
✓ Dec
Fork and

October Term 1884

To be entered

Geo. T. Brown.

Entered No. 6

Thomas & Adams Trustees

v

Folk et al.

This cause this day came and
be again heard on the papers formerly read
on the report of R. S. Thomas & B. Hayden
and N. P. Young Trustees respectively of
James Thomas and John E. Adams as
partners trading as Thomas & Adams &
of said James Thomas individually
under the decree herein of April Term 1880
showing the execution of said trustees of
said decree by the payment of the assets
in their hands as trustees of James
Thomas individually and as trustees
of the said James Thomas & John E.
Adams as partners trading under the
name & style of Thomas & Adams to the
creditors of the said James Thomas & of
said Thomas & Adams, & was argued by
counsel: On consideration whereof the
Court doth adjudge order and decree that
said report & which no exceptions were
filed be confirmed. And the Court doth
further adjudge order & decree that R.
S. Thomas, B. B. Hayden & N. P. Young
trustees respectively of James Thomas
& John E. Adams individually and as
partners under the name & style of
Thomas & Adams out of any individual
or partnership assets now in their hands
or that may come to their hands as trustees

Thomas & Sons
huskins

V. Ralph Deane

Foek et al

October Term 1882

To be entered

Geo. B. Lons

Entered 7

ordered pay ratably out of said assets to
said individual and partnership creditors
who have proved their claims in this cause
the pro rata shares of their several debts
first paying out of said assets their respec-
tive proportional amounts of the unpaid
costs of this suit - taking the receipts of the
said creditors therefor and return the same
to me & their report to court of their pro-
ceedings under this decree.

Thomas & Adams Trustees

vs

John and us

This cause came on this day to be again heard on the papers formerly read, on the answer of James T. Adams to the petition of L B Allen which answer with the aid of the him of ^{A M} ~~James~~ Thomas to James Thomas is this day filed by the leave of the court on the report of Lewis B. Atkinson on special commission herein under decree of October Term 1881 and on the exceptions of Esq J. Clarke to the said report and was argued by counsel. On consideration, On consideration whereof the court doth both confirm said report so far and so far only as it relates to the except of decree of ~~the court~~ the Adams in the lands of her late husband John E Adams and without now deciding the exceptions of the said Esq J. Clarke doth adjudge order and decree that the deed of W P Young and others the him of A M Thomas be admitted to record and the court doth further adjudge order and decree that R J Thomas and W P Young trustees of the said James Thomas and John E Adams under the deed of trust in the proceedings mentioned shall sell the said estate according to Annex M Thomas in the said deed of trust and bill and proceedings, as and for her decree, and unless the said Antoinette V Adams or some one for her shall pay off and discharge the private shares of the debt & due to Ann M Jordan and others, as shown in account ~~to~~ of Lewis Atkinson's report shall also sell the house and lot appraised to the said Antoinette V Adams

in the Town of Southfield, in the said deed of Trust and in
 the Bill and proceedings mentioned as and for her dower
 on the following terms to wit, One third cash and the
 balance on a credit of one and two years taking for the
 deferred payments bonds with good security with a waiv-
 er of homestead, bearing interest from the day of sale and
 make report to court of their proceedings under this decree

Shannon & Warren
 Attorneys

John & wife

Dower

Oct Term 1892

S. A. L. L. L.

Wm. B. L.

Entered 1/3-

Thomas & Adams Trustees

v.

Falk et al.

This cause this day
came on to be again heard, ^{the papers formerly read &} on the report of
R. S. Thomas, L. B. Hayden and N. P. Young
trustees respectively of James Thomas and
John E. Adams individually and as partners
trading as Thomas & Adams filed herein on the
16th day of July A. D. 1879 under the decrees
herein of October Term 1878 and of April
Term 1879: on the petitions of Barkham
and Stephenson and Gwaelney & Deek &
John C. Thomas, Wm. A. Wamble ^{Mr. P. Young} Mr. E.
Price ^{and} L. B. Edwards administrator of James
B. Southall ^{R. H. Palling} and of F. B. Herrant and of an
the report of ^{Commissioner} R. R. Chapman filed herein
and the exceptions ^{of R. R. Allgren attorney for M. L. Boyd and J. A. Thomas} on the 15th day of September 1875, and was
argued by counsel: on consideration whereof
the Court ^{over the said exceptions} doth confirm in full the report
aforesaid of the said Trustees to which no ex-
ceptions were filed, and by consent of parties
an account do in said Commissioner
report of additional debt against Thomas
& Adams to which no exceptions were filed
is confirmed except as to the debt reported
therein ~~as~~ in favor of John Herrant and
Adams & Day and by like consent it is agreed
that the debt due Adams & Day reported as
\$1817.57 shall be reduced by the sum of \$221.65
unexpended allowed by said Commissioner for
payment made by Adams & Day for Jno. P.

+ to the presence by the Commissioner of the
Clerk of the said M. L. Boyd and J. A. Thomas

1 Thomas agent of Thomas & Adams, created
2 after the dissolution of the firm of Thomas
3 & Adams leaving the true amount due
4 Adams & Day ^{to be} \$1595.92 with inter-
5 est from December 9th 1872 and the
6 court doth adjudge, order and decree that
7 R. S. Thomas, C. B. Hayden and N. P. Young
8 as trustees of James Thomas and of John
9 E. Adams individually and as partners
10 trading under the name and style of Thomas
11 and Adams out of the ~~proceeds~~ sales of the
12 bonds mentioned in their report aforesaid
13 and the proceeds of the bonds of J. O. Thomas
14 and R. S. Thomas for the sale of that
15 part of the Iron tract bought by the said J.
16 O. Thomas and ~~heretofore reported~~ and return-
17 ed by the said trustees by their former report of
18 sale herein, which bonds the said trustees
19 are hereby authorized and required to collect
20 and ~~on~~ out of the proceeds pay other collec-
21 tions made by the said trustees since
22 their former report herein first pay
23 out of ^{included in said proceeds} the assets of Thomas & Adams to
24 the creditors of Thomas & Adams named in
25 the petitions aforesaid and in account of
26 as aforesaid, such a percentage on their debts
27 as shall have been paid the creditors of Thomas
28 & Adams on former distributions herein and
29 the balance of the assets of said Thomas & Adams
30 included in said proceeds after paying thereout
31 their proportionate share of the unpaid costs

1 of this suit - pay ratably among the several
2 creditors of Thomas & Adams who have here-
3 before proved their debts herein inclusive of
4 the debts named in the said account of
5 and the judgments aforesaid: and that out-
6 of the assets of James Thomas included in
7 the said proceeds after paying thereout their
8 proportionate share of the unpaid costs of this
9 suit - pay ratably among the creditors of the
10 said James Thomas who have hitherto
11 fore proved their claims herein

12
13
14
15
16
17
18 and that out of the assets of John E. Adams
19 included in the said proceeds after paying
20 thereout - their ratable proportion of the
21 unpaid costs of suit, pay ratably among the
22 creditors of John E. Adams who have hith-
23 erto proved their claims herein. Before
24 making the distribution above directed to the
25 creditors of James Thomas and John E.
26 Adams the said trustees shall first correct
27 the except of distribution made to the said
28 creditors named in their last report herein
29 lacking the receipts of the parties for the said
30 payments and return the same to comply with
31 their report - of their proceedings under this
decree

of the purchase lands in full

Thomas & Adams 10/10/1876

Dolk et als

Rough Deed

April Term 1880

To be entered

Yerit Blood

(Entered 18)

And the court with further adjudge order and de-
crees that in the ^{of the board} presence of the said J. O.
Thomas, to the said Justice, who are hereby
appointed special Commissioners for that
purpose ^{these things} shall execute and deliver to the
said J. O. Thomas a good and sufficient
Deed in fee simple with special warranty
for the tract of land in these proceedings
mentioned bid off by him being that part of
the ~~go~~ Grove tract formerly owned by James
Thomas sold originally to Whitehead & Jernan
and in the resale bid off by J. O. Thomas
bounded and described as in the memoran-
dum of sale returned with Commis-
sioners report of sale filed herein April 1st
1876

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, ^{to} May 29. 1874.
J. A. Hardy surviving partner of *W. J. and T. A. Hardy*
late partners trading as Hardy & Bro.
Plaintiffs,

Jno. B. Cardie, N. P. Young against *C. B. Hayden, Jos. F.*
Colman & James Throck
Defendants.

Judgment was granted the Plaintiff against the Defendant for the sum of
Two hundred thirty one Dollars and *forty* cents,
with interest thereon, to be computed after the rate of per centum per annum,
from the *13th* day of *June*, 18*60*, till payment
and the costs.

Plaintiff's costs, \$ *9.80*

An Extract.

Teste:

N. P. Young
Clerk.

This judgment is to be abated by
 interest from 17.th Apl. 1861 to 18.th
 Apl. 1865. And was docketed
 in the judgment docket of
 Jan of Wright County, on the
 1.st day of June 1874.

Teste, J. P. Gray Ck

Recd. 13. 1861

24th. 1861

W. J. J. J. J.

Chas. J. J. J.

Book of 1861

W. J. J. J.

Wm. J. J. J.



Chas. W. Wilson & Co., Printers.

\$66 ¹⁵/₁₀₀

NORFOLK, VA., *Chas. W. Wilson* 1872

Thirty days after date, *I* promise to
pay to the order of *Gorham & Stephenson*

AT THE ~~OFFICE OF MOORE, HEBBLY & CO. BANKERS, NORFOLK, VA.,~~

Sixty six ————— *16*/₁₀₀ Dollars,
without defalcation, for value received. Interest thereafter at the rate of ————— per cent per annum.

No. —————

Due 30th Dec

John C. Adams

4915

Feb 00

Dear Sir

Yours truly
Barham & Stephens

Barham & Stephens

1873

Captain Edwards

1871

John Anthony Edell

Sept 23	1 lb Mustard	Oct 14	1/4 gal Whiskey	1.00	1.00	2.10
July 17	10 doz Eggs			16¢		1.66
Oct 10	180 ^{lb} Beef	12¢	100 ^{lb} Lard	2.00		4.25
Nov 23	3 Quire Wrapping Paper			.54		15
Dec 16	Black Salt					3.25
Jan 4	2 Bu Meal	.90	1 Bag	.20		2.00
"	47 ^{lb} Bacon	.10	15 ^{lb} Butter	.30	1 Bu Meal	1.00
Feb 5	2 ^{gal} Butter	.80	1/2 gal Whiskey	2.00		2.80
May 24	30 ^{lb} Flour		Casting		7¢	2.10
						74.31

Correct

John J. Adams

Mr E Adams —

n B9

215⁰⁰ Dells.



Smithfield Vm 29 March 87
On the 1st day of January 1893 we promise
to pay Mrs M. E. Pice two hundred and fifteen
dollars for value received.

Thos A. A. Chas.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, *Octo. 20th* 187*0*

Wm. H. Barlow _____, Plaintiff~~s~~,

against

George J. Barlow _____ Defendant~~s~~,

Judgment was granted the Plaintiff against the Defendant for the sum of
Fifty _____ Dollars and *88* _____ cents,
with interest thereon, to be computed after the rate of *6* per centum per annum,
from the *23rd* day of *July*, 1866, till payment
and the costs.

Plaintiff's costs, \$ *7.15*—

An Extract.

Teste:

W. P. Young, Clerk:
per C. H. Hart, Dy — Clerk.

Wm. T. Barlow

Vol. } Extract of
Judgment

Geo. Barlow,

R. S. Thomas

Attorney at Law,

Courts of Isle of Wight, Surry, Southampton and Hansemond Counties.

Smithfield, Va., 18

Deed of Trust
—
Deeds.

Practices in the Courts of the
 Counties of
 Isle of Wight, Hansemond,
 Surry, and Southampton,

Office of R. I. Thomas,

ATTORNEY AT LAW,

Smithfield, Va.,

187

Thomas & Adams

To

George J. Barnes

1872

May 8th

To balance due on per
 Books issued by R. K.
 Chapman

\$ 99.51
 75.91
 23.60

7258
 66782
 58918

5788
 341
 20352
 15264
 2544
 1272
 7768
 6856
 715
 7571
 2220

Thomas Adams

20 3rd of

Barlow & J.

Thomas's. Team

In Sale of Wight County Court, December 3rd 1872,

Hayden The Farmers and Merchants Savings Bank at
Smithfield. Pltff:

vs. } In Debt

Wm O. P. Gwaltney, and James Thomas and
John E. Adams late partners trading as
Thomas and Adams. Defts.

Judgment was granted the plaintiff
against the defendants for the sum of
One hundred and twenty five dollars and
forty Six Cents, with interest thereon from
the 11th day of September 1872, till paid, also
two dollars and twenty five cents Charges of protest,
and \$8.60 Costs.

The above judgment was docketed Dec^r. 10th 1872,

In the Same Court on the Same day,

Hayden The Same Pltff.

vs. } In Debt

Wm A. Harrison, and James Thomas and
John E. Adams, late partners trading as
Thomas and Adams. Defts:

Judgment was granted the plaintiff
against the defendants for the sum
of One hundred and thirty three dollars
and one cent, with interest thereon

from the 1st day of August, 1872 till paid,
also two dollars and twenty five cents costs
of protest, and \$8.60 Costs,

The above judgment was docketed Dec^r 10th 1872.

In Isle of Wight County Court. March 4th 1873.

Hayden William D. Folk } Plaintiff.
vs. } In Debt.

James Thomas and John E. Adams, late mer-
chants and partners under the partnership
name and style of Thomas & Adams. Defs.

Judgment was granted the plaintiff against
the defendants for Fourteen Hundred and
seventy five dollars and thirty nine cents,
with interest thereon at twelve per cent per
annum from the 8th day of October 1871,
till paid, and \$9.00 costs,

The above judgment was docketed March 8th 1873.

In the same Court, on the same day

Hayden D. S. Cherry & A. H. Cherry, merchants & partners
trading under the partnership name and style
of D. S. Cherry & Son } Plaintiff.
vs. } In Debt.
The Same ----- Defs.

Judgment was granted the plaintiffs against the defendants for the sum of Three Hundred and nine dollars and forty five cents, with interest thereon at ten per cent per annum from the 1st day of October 1872, till paid. and \$8.00 Costs.

The above judgment was docketed. March 8th 1873,

In S. C. of Wight County Court, March 4th 1873.

Hayden D. S. Cherry & A. H. Cherry, merchants & partners
trading under the partnership name & style
of D. S. Cherry & Son } Plaintiffs:
vs. } In Debt.

James Thomas and John E. Adams, late
merchants & partners under the partnership
name and style of Thomas & Adams. Defs.

Judgment was granted the plaintiffs against the defendants for the sum of Three Hundred and fourteen dollars and twelve cents, with interest thereon at ten per cent per annum from the 1st day of October 1872, till paid, and \$8.00 costs.

The above judgment was docketed on the 8th day of March 1873.

I certify that the foregoing are true abstracts
from judgments recorded in the books
of Isle of Wight County, and that the said
judgments were docketed in the judg-
ment docket of said County on the
days mentioned at the foot of each
abstract.

Teste. C. H. Hart, D. C. for
N. P. Youngblck; of
Circuit & Co. Courts.

Thomas & Adams'
Debtors
List of judgments
against Thomas
vs. Adams, debt-
ors of docket.

Wm D. Folke et al.,

Exhibit A

Filed with Petition
of N B Allen
Assignee of
W S Cherry & Son

51³² Dols Due R. C. Edwards Admr Rich^d Edwards dec^d
Fifty One ³² Dols payable in dem. and.

Sanctified ^{7^m}
1 April 1871

Thomas & Adams
Jus^t K. Chapman

Small C. Est	41.32	1 Apr 1871
O. C. C. C.	10.00	6 Apr 1871
	51.32	

5
52 3/74

John W. Adams
51.32

153⁹⁵ ¹⁰⁰dolls

Smithfield 7th 7 January 1891 Dear Richard L.
Edwards Admr. Rich^d Edwards dec^d. One
Hundred and Fifty Three 95¹⁰⁰ dolls for
value rec^d as per statement annexed below.

Thmas & Adams

Geo K Chapman

A/c of R. L. Edwards Int

6.60

amt due Juniors Wills m of Hein Rich^d Edwards

16.69

It A due bill & Int 24 Dec 1869

42.50

do do do 8 Mch 1870

22.08

do do do 21 do 1870

57.08

less

150.00 / 153.95

Thm. & Adams
7 Jan 1891
\$153.95

522/74

Thos Adams
for benefit of children
of St Nazaire
16 69

16/5/74

16 ⁶⁹/₁₀₀ Dols Due R. L. Edwards Adm. Rich^d Edwards dec^d - six -
teen ⁶⁹/₁₀₀ Dols being balance on a/c rent for 1869
and for the benefit of the children of Fannie
H. Brazier dec^d -

7 Jan'y 1871

Thomas Adams
Jus. Chapman

524/74

1347

Thomas Stedman
den bill

145⁶⁵ 10 dally

Printed & 5 June 1871 Due R. C. Edwards One
Hundred and forty five ⁶⁵/₁₀₀ dollars payable in demand.

Thos & Adams
Per R. C. Chapman

526/74

1871 Dec 26 \$30.26

Dr. R. C. Edman adon

R. Edman

5.26/74

THE S. Insurance

OF N

A Fire Insurance Company l

WALTER H. TAYLOR, Presi

C. B. DUFFIELD,

J. W. WHITEHURST,

B. H. CHAMBERLAIN,

CHA

JAM

J. P.

Commissioner's Office,

Smithfield,

185

To the Creditors of the Estate

of

and all others concerned:

You are hereby notified, that, at the request of

I have appointed the day of next, at my Office, for receiving
proof of debts or demands against the said decedent or estate, at which time and place you
are required to attend.

Given under my hand, as Commissioner of the County Court of Isle of Wight County, the day and
year first aforesaid.

C. B. HAYDEN.

Commissioner's Office,

Richardson

7

Thomas Truman

Pine

W. H. White

£5

The sum & value
received

507/74

August 1st 1874 - I assign the within
claim to C. B. Hayden for the pay-
ment of the d. of S. Cherry &
son & the claim of Thos. P. Arnold
& others.

W. H. White

Thomas & Adams

1872

To A. H. White

Sept: 24th

To Balance due A. H.

White on his Books 7

Thomas & Adams

\$331.11.

R. S. Thomas

Thomas & Adams

To J. W. C. Thomas

October 11th 1872. To Balance due as per
Ledger (the last) and as
per statement rendered by
Thomas & Adams to J. C. Thomas
(see Ledger p 112

\$28.01.

Thomas Adams

203 apt

Jno. C. Thomas
#28. 01

Thomas & Adams
20

Due: C. Thomas

1872

October 11.

To balance as per Ledger
page 112

28.01

To interest from October
11th 1872 to

Thomas & Adams,

203 aft

Rev. C. Thomas
#28.01.

Thomas & Adams

20

Wm A. Wornble

Nov: 8th 1861. To balance due
as appears by Folio 6
n 440

144.11

Thomas & Adams

To

Wm. A. Wuntle

July 29th 1872 To Balance
due as per books

48: 57.

Thomas & Adams

20 1/2 Account

Wm A. Womble

May

Thomas & Adams

To

Wm. A. Womble

1861

Mr S.

To balance due Wm. A.

Womble by Thomas, Adams & Co

as per ledger C page 440 \$ 174.00

Whitbread & Turner's purchase

£ 730

on the basis of 60 a day

The real quantity is $33\frac{1}{2}$

or deficiency $26\frac{3}{4}$

which makes

£ 325. 45-

which is the amount he states

forth but, from day of sale.

& of already paid to be

reformed.

March 21

to

Whitaker &

Truman

Pennington

Lat. 20.00

Longitude 100.00

Adams & Day

100

100 over

"C"

Pay to the order of
Messrs John D. Gordon & Co
for collection

Baker Bruff & Co

Gro. & Gasar & Co
Pulley

Hold until 1st

Nov

\$100

50

Baltimore Oct. 9th 1872

Twenty days after date

Pay to the order of Baker, Buff & Co.

One hundred

X
100 Dollars.

Value received and ~~George~~ to account of

To Messrs Adams & Leay
No. 11 North 4th Norfolk Va
Washington & Bailey, Baltimore

J. G. Boykin



J. V. Mitchell & Sarah his wife

In account with C. B. Hayden

1874

Jan

To fee for proving claim vs Adams
& Day in Bankruptcy

5 50

" cash paid Register's fee

1 00

July

8 By this amt from suit of S. L.
Boykins Trustees under first
distribution

99 08

To fee for proving claim vs S. L. Boykin

5 00

" check for

9 + 08

1875

Mar

By amt from S. L. Boykins Trustees
2nd distribution

23 98

"

15 To check No. 391 for

23 00

" commissions

98

1877

May

25 By amt 3rd distribution S. L. Boykin

67 82

"

" To commissions & fee for do

6 78

"

" " check No. 155 for

61 04

By amt from claim vs Adams & Day

129 53

To commissions on \$ 29.50

6 48

" check No. 170 for

117 07

1878

July

8 By amt 4th distribution S. L. Boykin

7 58

"

10 To postage &c

10

"

" " check No. 307 for

7 48

\$328 01

\$328 01

Mr. Burdett wrote in one of his letters that I
could not be released from bankrupt court
except he paid 500 to the court, he certainly had
not paid it to us.

R. S. Thomas,
Attorney at Law

Practices in the Courts of Isle of Wight, Surry, Southampton and Hansemond Counties.

Smithfield, Va. 188

Recd Jan any 15th 1890
of R. S. Thomas the ^{holder} ~~owner~~ of
Notes & Doin and S. G. Borker
for \$150.00 Eleven Hundred and
fifty dollars paid Nov. 3rd 1872
payable on demand subject to the
cashes of \$150.00 on Feb 7th 1873 +
\$50. on July 8th 1873 - payable
to Miss Sarah Edwards.

Jas. Geo W. Mitchell
Pr. H. W. Mitchell.



This deed, made the eighteenth day of January, in the year one thousand eight hundred and seventy two, between James Thomas and Anna M. his wife parties of the first part, and John E. Adams party of the second part, witnesseth that in consideration of the sum of Seventeen hundred and fifty dollars to them in hand paid by the said John E. Adams, the receipt whereof is hereby acknowledged, the said James Thomas and Anna M., his wife, do grant unto the said John E. Adams with general warranty, one moiety or one half of that tract of land lying in the county of Schoftwight and known as "Whitehead Farm" being the same land conveyed to James Thomas by John E. Adams Trustee for Joseph E. Whitehead by his deed bearing date the tenth day of November eighteen hundred and seventy one and recorded in the clerk's office of Schoftwight County, reference to which deed may be had for a more particular description of said land. The said James Thomas covenants that he has the right to convey the said land to the grantee; that he has done no act to encumber the said land; that the grantee shall have quiet possession of the said land free from all incumbrances; and that they, the said parties of the first part will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals

the day and date first above written.

John M. Thomas 

Anner M. Thomas 

Joseph H. County to wit:

I, J. H. Chapman, a Notary public for the county aforesaid in the state of Virginia certify that James Thomas whose name is signed to the writing above bearing date on the 18th day of January 1892 has acknowledged the same before me and I further certify that Anna M.

Thomas the wife of James Thomas whose name are signed to the above writing bearing date on the 18th day of January 1892 personally appeared before me in my county aforesaid, and being examined by me privately and apart from her said husband, and having the writing aforesaid fully explained to her, she, the said Anna M. Thomas, acknowledged the said writing to be her act, declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this 19 day of January 1892.

J. H. Chapman

Notary Public

In the clerk's office of the County Court of
Sole of Wight County, the 22nd day of January
1872, this Deed from James Thomas wife
to John E. Adams, bearing the requisite
United States revenue stamps of two
dollars affixed and cancelled hereto, was
received and admitted to record upon
the annexed certificate of H. K. Chisholm
a notary public.

Teste,

J. P. Young, Clerk.

Jam. Thomas wife
to $\frac{3}{4}$ Deed

Mr. E. Adams

May 22^d 1872

Recd. H. K. on

Acct. C. H. Thompson.

Recorded Deed
Book, No. 42,
page 162.

Know all Men by these presents, that
whereas Joseph B. Whitehead by his
certain Deed, bearing date the ^{1st} First day
of August in the year "Eighteen
Hundred and Sixty Six", and recorded
in the Clerk's Office of the County Court
of Isle of Wight County in the State of
Virginia, did grant with general
warranty unto the undersigned
John E. Adams besides other property the
Plantation whereon the said Joseph B.
Whitehead then resided, lying in
the said County of Isle of Wight on
the Road leading from Smithfield to
the Coast House of said County, and
bounded on the North by said Road; —
West by the then lands of George R.
Atkinson to the west fork of the
"Great Spring Run", thence down said
Run by said Atkinson's Land to the
junction of the Two Forks of said
Run, thence up the Southern
Fork of said Run by said Atkinson's
land to said Atkinson's line, thence
along said line to John Egnis line,
thence along said John Egnis line
to George T. Kelm's line, thence along
Kelm's line to the "Scott Factory Road"

thence up said Road to its Junction
with the Road aforesaid, leading from
Smithfield to Isle of Wight Court House
containing by estimation "Three Hundred
and Fifty Acres" more or less in trust
for the purposes of said Deed. And
whereas the said John E. Adams
was empowered by said Deed, for
the purpose of executing the trusts
thereof to sell the said Tract of
land on such terms as the said
John E. Adams in his discretion
might think best for the interests
of all parties, and whereas the said
John E. Adams in pursuance of said trust
offered the said Tract of land
aforesaid for sale at public auction
at Isle of Wight Court House on the Fifth
day of October 1868, being county court
day on a credit of Six - Twelve &
Eighteen Months in three equal
payments with interest from
the day of sale, and whereas
James Thomas being the highest
bidder became the purchaser at
said sale of the Tract of land
aforesaid, for the sum of "Thirty
Five Hundred Dollars," and

whereas the said James Thomas^{of}
has fully paid off the said
purchase money, the receipt
whereof is hereby acknowledged,
Now I the said John E. Adams
Trustee as aforesaid, in consideration
of said payment do hereby grant
with special warranty in fee
simple unto the said James
Thomas, the said Tract of Land
herein before described.

In testimony whereof, I the said
John E. Adams as Trustee aforesaid
have hereunto set my Hand and
affixed my Seal, this Tenth day of
November in the year Eighteen
Hundred and Seventy One.

John E. Adams Seal

State of Virginia

Isle of Wight County to wit:

J. K. Chapman a Notary Public for
the County aforesaid do certify that
John E. Adams whose name is
signed to the writing above bearing
date on the 10th day of November 1871,
has acknowledged the same before
me in my County aforesaid.

Given under my hand this
26 day of December 1871

J. K. Chapman
Notary Public

Deed
of
Bargain & Sale

from
John E. Adams Trustee

to
James Thomas

Jan. 16. 1872.

Rec'd. & Recorded &

A. R. on cert. accepted

Witnessed

Recorded Deed Book
No. 42. page 153.

In the clerk's office of the county court of Isle of Wight County,
the 16th day of January 1872. This Deed from John E.
Adams, Trustee, to James Thomas, having the requisite
United States revenue stamps, amounting to \$3.50
affixed hereto & cancelled, was admitted to record
upon the accepted certificate of J. K. Chapman
notary public. Test, J. P. Young, clk.

This Deed made the 20th day of May in the year, one thousand eight hundred and seventy one, between George R. Atkinson of the one part, and James Thomas and John E. Adams of the other part, Witnesseth: That whereas on the 18th day of October 1869, it was decreed and ordered by the Circuit Court of the County of Wright County, in a certain suit in Chancery depending in said Court, between James Thomas, John E. Adams and George R. Atkinson late merchants and partners under the firm of Thomas, Adams & Co, who sue for the benefit of James Thomas and John E. Adams, and Rebecca A. Whitfield Executrix of Robert A. Whitfield deceased, Complainants, and Francis Smith Administrator of William Boggs, and Administrator de bonis non of Mary E. Gibbs, and others defendants, that the said George R. Atkinson, Commissioner appointed by said Court, should at public auction upon the following terms, to wit: on a credit of twelve months with interest from the day of sale, except for so much of said purchase money as will be necessary to defray the expenses of said sale and the costs of said suit, the deferred payment to be secured by bond with approved security, make sale of the tract of land which was conveyed by the said William Boggs to Robert A. Whitfield by the deed of trust bearing date ^{on} the 18th day of December 1857, having first advertised the time place and terms of sale for at least

twenty days at two or more public places, and
at the door of the Courthouse of Seaford County,
on some court day, And whereas the said George R.
Alkinson Commissioner, party of the first part hereof,
in pursuance of the said decretal order, and on the 6th
day of December 1869. (being court day) offered for sale
at public auction at Seaford County Courthouse, the
said tract of land, having advertised the time, place and
terms of sale as directed by said decree, At which
sale the said tract of land was struck off to the
said James Thomas and John E. Adams for the sum
of Five Hundred Dollars that being the highest bid
for the same, of which sum the said James Thomas
and John E. Adams then and there paid the sum of
ninety-one dollars and twenty four cents, and executed
their bond for the sum of Four hundred and eight
dollars and Sixty Six cents, And whereas by decree
of the said Court rendered on the 20th day of April
1871, in the said Cause, the said George R. Alkinson
Commissioner was directed to collect the said
bond, and on the payment of the same to make
to the said James Thomas and John E. Adams
a Deed with special warranty, in the usual
form for said land, And whereas the whole of
the purchase money has been paid according
to the last mentioned decree, Now This Deed
further witnesseth; that in consideration of
the premises and of the said sum of Five

and Hundred Dollars, the said George R. Atkinson
Commissioner, Doth grant unto the said James
Thomas and John E. Adams with special warranty,
the said tract of land, situated in the County of
Essex of Wight, it being the same land which
was conveyed by the said William Boggs to the
said Robert H. Whitfield by deed of time bearing
date on the 10th day of December 1857, to which
deed reference is made for a more particular
description of the premises,

Witness the following signature and seal,

Geo. R. Atkinson Seal

Essex of Wight County, To wit:

I, Warren Van Deventer a Justice of the peace of the
County aforesaid in the State of Virginia, do certify
that George R. Atkinson whose name is signed
to the writing above bearing date on the 20th
day of May 1871, has acknowledged the same before
me in my said County, given under my
hand this 23rd day of May 1871.

Warren Van Deventer, J. P.

In Essex of Wight County, Court Clerk's Office,
August 23rd 1871, This Deed from George R. Atkinson
to Thomas and Adams, having the requisite
United States Revenue Stamps of fifty cents
affixed hereto and cancelled, is admitted to
record, upon the annexed certificate of

of Warren in Decatur, a justice of the peace as
to its acknowledgment,

Wm. H. Hart, D. C.
Alcoy - Lute

Wm. H. Hart, Deputy for
H. P. Young, Clerk.

Res. W. H. Hart, D. C.

Boys

to Dec

Wm. H. Hart

Alcoy

This Deed made this 1st day of June
an. D. C. 1874, between John E. Adams and
Antoinette, his wife, and James P. Jordan
both of the County of Lee of the State of
Virginia, Witnesses: In Consideration
of the sum of One Thousand Dollars the said
John E. Adams and Antoinette his wife
do grant with general warranty unto the
said James P. Jordan all that certain piece
or parcel of Land lying and being in the
Town of Smithfield. Known upon the
plat of the said Town as Lot No. 1, bounded
upon the East by a lot known now as the
lot of John H. Moore. On the South by a
branch of Pagun Creek known as the
Little Creek. On the West by a lot of Charles
Smith, a purchaser from Warren Van Dewater,
a purchaser from Robt. A. Whitfield, And on
the North by Main Street of the said Town
of Smithfield, and the Residence of the late
Archibald Thomson Sr. being the same
parcel or Lot of Land that was conveyed by
James P. Jordan and Elizabeth his wife
on the 27th day of November 1844 to
Thomas S. Adams, and by the said Thomas
S. Adams conveyed to John E. Adams as
will, by their deed of partition bearing
date on the 1st day of February in the

year 1855, and of record in the County Court
of Essex Wight County.

Witness the following signatures and seals
the day and year first above written.

John E. Adams Seal
Antoinette V. Adams. Seal

State of Virginia.
Essex Wight Co.

I, R. N. Chapman a Notary
Public for the County aforesaid, do certify
that John E. Adams whose name is signed
to the writing above bearing date the 1st day
of January 1874, has this day acknowledged
the same before me in my County aforesaid.
And I further certify that Antoinette V. the wife
of John E. Adams whose names are signed
to the ^{writing} above - bearing date as the date aforesaid,
personally appeared before me in
my County aforesaid, and being examined
by me privily and apart from her said
husband and having the writing aforesaid
fully explained to her, she, the said Antoinette V. Adams acknowledged the
said writing to be her act, and declared
that she had willingly executed the same
and does not wish to retract it.

Given under my hand this 16th day of January
1874,

R. N. Chapman,
Notary Public.

Virginia

In the clerk's office of the County Court
of Essex & Wight County, the 4th day of
March 1874, This Deed from John E.
Adams wife to James P. Jordan
was received, and admitted to record
upon the annexed Certificate of Rena
E. Chapman a Notary Public of
Essex & Wight County, of the acknowl-
edgement before him of said John E.
Adams, and the privy examination
and acknowledgement of Antoinette V.
Adams the wife of the said John E. Adams.
Teste

Leah Hart, D. C. for
N. P. Young, clk.

Attest
Copy

Leah Hart, D. C. for
N. P. Young, clk.

John E. Adams wife

To } Deed

James P. Jordan

Aleopu



This deed made the 20th day of May in the year one thousand eight hundred and twenty one between George R. Atkinson of the one part and James Thomas and John E. Adams of the other part, in respect that whereas on the 18th day of October 1849 it was decreed and ordered by the Court of Sessions of the County of Wright in a suit brought and depending in said Court, between James Thomas, John E. Adams, and George R. Atkinson late merchants and partners under the firm of Thomas Adams & Co. for the benefit of James Thomas and John E. Adams, and Robert H. Whitfield Executors of Robert H. Whitfield deceased, complainants and Francis Smith Administrator of William Boggs and Administrators de bonis non of Mary Gibbs, and others defendants, that the said George R. Atkinson, commissioner appointed by said Court, should at public auction, upon the following terms to wit: to wit of twelve months with interest from the day of sale, except for so much of said purchase money as will be necessary to defray these prices of said sale and the costs of said suit. The defendant pay in cash to be secured by bond with approved security, make sale of the tract of land which was conveyed by the said William Boggs to Robert H. Whitfield by the deed of Trust bearing date on the 18th day of November 1837, having first advertised the time, place and terms of sale for at least twenty days at two or more public places, and at the door of the Court House of said County on some Court day; And whereas the said George R. Atkinson as commissioner of the first part hereof in pursuance of the said decretal order, did, on the 6th day of December 1849 (being Court day) offer for sale at public auction at the Court House of said County the said tract of land, having advertised the time, place and terms of sale

As directed by said decree at which sale the said tract of land was struck
off to the said James Thomas and John E Adams for the sum of Five hundred
dollars, that being the highest bid for the same. Of which sum the said James Thomas
and John E Adams

did then and there pay the sum of Ninety one Dollars and thirty four cents and
wrote their bond for the sum of Four hundred and eight dollars and sixty six
cents, And whereas by a decree of the said court rendered on the 20th day of April
1871 in this said cause the said George R Atkinson senior was directed to
collect the said bond and on the payment of the same to make to the said James
Thomas and John E Adams a deed with special warranty in the usual form
for said land, And whereas the whole of the purchase money has been paid ac-
cording to the last mentioned decree, Now this deed further witnesseth that in
consideration of the premises and of the said sum of Five hundred dollars
that said George R Atkinson senior doth grant unto the said James
Thomas and John E Adams, with special warranty, the said tract of land
situated in the county of Isle of Wight it being the same land which was
conveyed by the said William Boyce to the said Robert H Whitfield by deed
of trust bearing date on the 10th day of December 1857, to which deed reference
is made for a more particular description of the premises.

Witness the following signature and seal.

Geo R Atkinson Senr.

Isle of Wight County to wit

I Warren Vandewater a justice of the peace of the county aforesaid in the
State of Virginia do certify that George R Atkinson whose name is signed to the

Antony above bearing date on the 20th day of May 1871 has acknowledged
the same before me in my said county. Given under my hand this 23rd
day of May 1871

Warren Van Deventer J.P.

In Sale of Wright County Court
Clerk's Office, August 23rd 1871.
This deed from George R. Atkinson
to Thomas A. Adams, having the
requisite United States Revenue
Stamps of fifty Cents affixed here-
to & cancelled, is admitted to re-
cord upon the annexed Certificate
of Warren Van Deventer a Justice
of the Peace as to its acknowledgment.
Teste L. H. Hart, D.C.

Geo. R. Atkinson

to { Deed

Thomas & Adams.

Augt. 23rd 1871. Rec.
Stamped & admitted to
record &c. ———

Per Canveller Chok

To At

Borgo hnt

Recorded Deed Book
No. 42, page 13.

c An Indenture made this 1st Day of June 1868 between Robert H
Whitfield, Trustee, of the first part and James Thomas and John E Adams
of the second part, all of the county of Alle of Wight and State of Virginia.
in. Whereas one George R Atkinson did, by a deed of trust bearing date
on the 1st day of January 1867. besides other property, convey unto the said
Robert H Whitfield trustee the following property to wit, one third of his
interest in the houses and lots in the town of Powellfield whereon he the said
Atkinson resides and also his farm near the said town containing about
one hundred and seventy four acres in trust to indemnify and save harm
less to said Robert H Whitfield and one Joseph A Atkinson by reason of
their being sureties for the said George R Atkinson in a certain bond which
is fully set forth and described in the said deed. And whereas the said
Robert H Whitfield, for the purposes of the said trust and to indemnify himself
and the said Joseph A Atkinson for the sum & sums of money paid by them
in satisfaction and discharge of the said bond, did, at the same time & place by the
consent of the parties to the said deed, after having duly advertised the time
and place of sale, expose at public auction on the 1st day of June 1868, before
the door of the Hotel at Alle of Wight Courthouse the above mentioned property
on the following terms to wit one fourth Cash and the residue or balance of
the price in two equal payments, of six and twelve months without interest.
c At which sale the said property was struck off to the said James Thomas and
John E Adams at the following prices to wit the one third of the said houses
and lots for the sum of fourteen hundred and twenty five dollars, and

the said farm of one hundred and seventy four acres for the sum of
Four thousand Dollars, they being the highest bidders therefor
Now this indenture witnesseth that for and in consideration of the premises
and the payment of the sum of Five thousand four hundred and twenty
five dollars (the sum of the bids for the said property,) the parties to the said deed of
Trust
having agreed that the whole purchase money of said one third of the houses
and lots of the said farm might be now paid, in full and satisfaction
of the bonds which were to have been executed according to the terms of the
said sale payable in six and twelve months, the said Robert H Whitfield
does hereby grant unto special warranty unto the said James Thomas
and John E Adams, the said one third of the houses and lots in the Town
of Smithfield and the said farm of one hundred and seventy four acres
situated near said town. a more particular description of which houses and
lots and farm may be had by reference to the above mentioned deeds
of trust from the said George R. Atkinson to the said Robert H Whitfield
Trustee bearing date on the 1st day of January 1867 and recorded in the
Clerks office of Alle of Wright County.

Witness the following signatures and Seal

Robert H Whitfield

I the of Wright County, to wit:

J C B Hayden a Notary Public for

the County aforesaid in the State of Virginia certify that
Robert H Whitfield whose name is signed to the writing annexed,
bearing date the 1st day of June 1868, has acknowledged the
same before me in my County aforesaid.

Given under my hand this 6th day of June 1868.

C. B. Hayden Notary Public

This deed made the 18th day of April in the year 1868 between George R. Atkinson and Georganna T. Atkinson his wife, Robert H. Whitfield and Joseph C. Atkinson son of the first part, and James Thomas and John E. Adams of the second part, witnesseth that whereas the said James Thomas John E. Adams and George R. Atkinson did on the 6th day of April 1853 covenant and agree to become co-partners and joint traders in the art, trade and business of merchants, commissionaries and tanners in the town of Southfield, under the name and form of Thomas A. Adams Co. for the term of five years from the 1st day of April 1853 next ensuing, upon a joint and equal capital to be made up between them, which art, trade and business has, without any formal renewal of said co-partnership been continued up to the present time; and whereas the said James Thomas John E. Adams and George R. Atkinson have mutually consented and agreed to dissolve the said partnership; and whereas the said George R. Atkinson by his deed dated on the 1st day of January 1867 and recorded in the Clerk's office of C.C. of Highland County did convey to the said Robert H. Whitfield in trust to secure and save harmless the said Robert H. Whitfield and Joseph C. Atkinson from all loss or damage by reason of their surety ship for the said George R. Atkinson in and for a certain debt in the said deed mentioned, together with other property, the following to wit, The said George R. Atkinson's interest in the house and lot, tan yard and wharf, property used by the said Thomas Adams Co. carried on their business, the said Atkinson's interest in the house and lot wherein J. H. P. Cooper resided, and the tract of land situated in Powers Neck in the said County which was conveyed to the said James Thomas John E. Adams and George R. Atkinson by the said Robert H. Whitfield trustee for one

Re: and E. B. Davis; and in the Steamer called the "Smulfield" and the Sloop called the "New Packet," all of which property belongs to the said Thomas Adams & Co and in which the said partners have an equal interest; and whereas it appears that the interest of the said George R. Atkinson in the said property and in the other property of the said firm, after payment of its debts, is not more than sufficient to pay off his liabilities to the said firm; and whereas the said James Thomas and John E. Adams have agreed to assume all the debts and liabilities due by the said firm and discharge and save harmless the said George R. Atkinson from all loss, injury and responsibility for the same and release him from all liabilities to the said firm. Now this deed further witnesses that the said George R. Atkinson and Robert M. Whipple by and with the assent of the said Joseph H. Atkinson testified to by his sworn copy a party to this deed and executing the same, in consideration of the premises and in the further consideration of one dollar in hand paid by the said James Thomas and John E. Adams, the receipt of which is hereby acknowledged, and the said Georgeanna Atkinson in consideration that she shall have and receive of other property of the said George R. Atkinson an amount equal to her dower interest in the real estate hereby conveyed, do grant and assign unto the said James Thomas and John E. Adams, as of the said George R. Atkinson's interest in the houses and lot, land and wharf property, whereas the said firm of Thomas Adams & Co carried on their business, also his interest in the houses and lots in the town of Smulfield whereon T. H. P. Whipple resides, in the tract of land in Brewers Neck before mentioned and described, and in the Steamer called the "Smulfield" and in the Sloop called the "New Packet;" also the said George R. Atkinson's interest in the goods, wares and merchandize, belonging to the said Thomas Adams & Co. The Stock of Cattle, hides

stock and implements in the said tan yard and all other personal property belonging to the said Thomas Adams & Co together with all bonds accounts and securities due to and owned by the said firm, with power to collect, sue for and recover the said bonds accounts and securities, without any recourse however to the said George R. Atkinson should the same not be collected. And the said James Thomas and John C. Adams in consideration thereof do hereby release and discharge the said George R. Atkinson from all liabilities to the said firm, and do covenant that they will and do assume the payment of all of the debts and liabilities due by the said firm, that they will pay off and discharge the same and will keep and save harmless the said George R. Atkinson from all loss or injury therefrom.

And the said George R. Atkinson in part equivalent of the said Georgeanna T. Atkinson's dower interest in the real estate hereby conveyed, grants and assigns to the said Georgeanna T. Atkinson, all of the household and kitchen furniture, clothing, ornaments, books, pictures, piano, Watch and Sewing Machine, belonging to the said George R. Atkinson, and in his possession at his present residence as her sole separate and exclusive property for her separate and exclusive benefit and use, and in no manner to be subject to the debt or disposition of her said husband, and the same may be deemed and regarded as vested in the said Robert H. Whitfield as trustee for her sole separate and exclusive use and benefit. but it is distinctly understood that the said Georgeanna T. Atkinson has full power and authority by will or otherwise to sell and dispose of the said property as much so as if she were a feme sole. The interlineation of the words, "belonging to the said George R. Atkinson and in his possession at his present residence" in the 15th line of this page, after the word "Machine" and the word

File of Night Court to suit -

Attorneys & others

To 3 Decd.

Recorded in Book 41

Page 177

Wm. W. W. W. W.

Thomas & Adams
June 8, 1868. certified to admit to record

Notary Public for the County of
appears in the State of Virginia in City that John C. Adams
where same is exposed to the public hands to be examined
date the 18th day of April 1868, present and appeared before
me in my official capacity as a Notary Public, the said
Given under my hand this 13th day of May 1868

and insertion of the words will otherwise in the hole line of the same page were
made before the execution of this deed

Whose the following signatures and seals



Geo. R. Atkinson Seal
G. T. Atkinson Seal
Robt. H. Whitfield Seal
Joseph H. Windsor Seal
J. Thomas Seal
John F. Adams Seal
Seal

State of Virginia

County of Night Court to suit

We H. W. Crocker and R. H. Randolph Justices of the peace for the County aforesaid
in the State of Virginia do certify that Georgianna T. Atkinson the wife
of George R. Atkinson whose names are signed to the writing above bearing date
on the 18th day of April 1868 personally appeared before us in said ^{County} and being examined
separately and apart from her said husband and having the writing
aforesaid fully explained to her, she the said Georgianna T. Atkinson acknowledged
the said writing to be her act and declared that she had willingly executed the same
and does not wish to retract it, and we further certify that George R. Atkinson, Robert
H. Whitfield, Joseph H. Whitfield, James Thomas and John C. Adams whose names
are also signed to the writing above have acknowledged the same before us in
our said County.

Given under our hands this 11th day of May 1868.

In the clerk's office of the County Court, the
8th day of June 1868, this deed was received and admitted
to record upon the receipt of certificate of R. H. Crocker
& R. H. Randolph Justices of the Peace, said C. B.
Hayden Notary Public & upon the annuities
& payment of the required N. S. Revenue stamps
of \$3.00 -
John A. P. Perry Clerk.

Wm. W. W. W. W.
R. H. Randolph - J. P.

Whereas John H. Hodges did by deed dated the 7th of September 1858, convey unto J. F. Crocker trustee, that certain house and lot situate in the town of ~~Smithfield~~ in the County of Isle of Wight; which was on the said 7th day of September 1858, conveyed by F. H. Powell to the said John H. Hodges, to which deed reference is hereby made for a more particular description of the said house & lot, in trust to secure to F. H. Powell the payment of three bonds each for five hundred dollars dated on the day aforesaid & payable respectively on the 1st day of January 1860, 1861 and 1862; And whereas Thomas and Adams are the present holders and owners of the last two of said aforesaid bonds, which alone remain unpaid, and have agreed to surrender & deliver up the said bonds to Eliza F. C. Hodges the sole legatee and devisee of the last will and testament of the said John H. Hodges in consideration that she shall convey the said house & lot to them, and the said Thomas and Adams do hereby surrender the same her this deed made this the 20th day of November 1867, between J. F. Crocker

Trustee as aforesaid, and the said Eliza F. C. Hodges
of the first part, and the said James
Thomson & John E. Adams of the second
part, witnesseth, that the said J. F. Crocker
is Trustee, with special warranty, and the
said Eliza F. C. Hodges with general warranty,
in consideration of the premises aforesaid
do grant unto the said James Thomson
and John E. Adams, the above mentioned
property.

Witness the following signatures & seals

Eliza F. C. Hodges. 

J. F. Crocker
Trustee. 



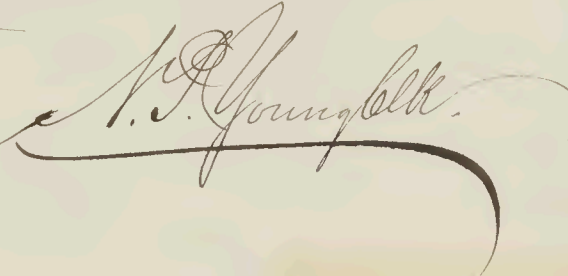
City of Portsmouth, to-wit:

I, D. J. Godwin, a Notary Public
for the City of Portsmouth, in the State of Vir-
ginia do certify that Eliza F. C. Hodges and
James F. Crocker, whose names are signed
to the writing above bearing date on the
20th day of November A.D. 1867, acknowledged
the same before me in my City aforesaid
given under my hand this 3rd. Dec.
A.D. 1867.

D. J. Godwin
Not. Pub.


In the Clerk's Office of the County Court of Isle of Wight
County, the 6th day of January 1868, this Deed from
Eliza F. C. Hodges and James F. Crocker to James Thomson
& John E. Adams, was viewed with the certificate
annexed of its acknowledgment by the grantors
before D. J. Godwin a Notary Public, and the
 requisite United States Revenue Stamps of two
dollars being affixed thereto & cancelled,
the same was admitted to record.

Test


A. R. Youngblood.

Hodges & Crocker

To

Thomas & Adams.

Jan. 6. 1868 Cert. of
Admission to record

Recorded in Book 41

Page 109

H. H. Wamble D. 6

Johnston Cert.
To A.

This deed made the first day of August in the year One Thousand Eight Hundred and Sixty five between Charles B Hayden Trustee, of the first part, Richard M Cary and Hannah E his wife of the second part, and James Thomas and John E Adams of the third part; we therefore that whereas the said Richard M Cary and Hannah E his wife, by their certain deed dated on the 1st Day of January, 1860, and of record in the Clerk's office of the County of Isle of Wight in the State of Virginia, did convey unto the said Charles B Hayden, two tracts of land situated in the said County, one known as "Round Hill" containing by estimation Three Hundred and Eighty five acres and one Rod, the other containing by estimation Two Hundred acres, and known as the "Wright tract", in trust to secure to the said James Thomas and John E Adams, the payment of a certain bond executed by the said Richard M Cary on the 1st day of January, 1860, and being for the payment to the said James Thomas and John E Adams on the 1st day of January 1863 of the sum of Four Thousand Four Hundred and Seventy Nine ⁵⁸/₁₀₀ Dollars with interest thereon from the date thereof; and whereas the said Richard M Cary is desirous to pay off and liquidate the said bond, and also to pay off and discharge an account due to James Thomas, John E Adams, and George R. Atkinson under the name and style of Thomas Adams & Co, amounting with interest to the date hereof, to Two Hundred and forty Eight Dollars and Eight cents; Now this deed witnesseth that in consideration of the sum of Six Thousand Three Hundred and forty five dollars and sixty three cents, of which the sum Five Thousand nine hundred and eighty dollars and twenty four cents, is the amount of Principal and Interest now due and payable on the said bond and the sum of Three hundred and sixty five dollars and thirty nine cents is the interest of the said James Thomas and John E Adams on the account due by the said Richard M Cary to the said Thomas Adams & Co, being two thirds thereof which bond has been cancelled and delivered to the said Richard M Cary, and the said sum of Six Thousand Three Hundred and forty five dollars and sixty three cents placed

to credit of the said Richard M Cary on the account due to Thomas Adams & Co. and paid to them, the said Charles B Hayden by and with the consent of the said Richard M Cary and Hannah E Cary testified to by their becoming parties to this deed and signing and sealing the same, both grant unto the said James Thomas and John E Adams with special warranty the tract of land called "Round Hill" containing by estimation Three Hundred and eighty five acres and one rood, and also the tract of land called "The Unger tract" containing by estimation Two Hundred acres, both of which are situated in the county of Isle of Wight and state of Virginia, and are the same which were conveyed to the said Richard M Cary by Edward H Valentine and wife by their deed bearing date on the 17th day of December 1859, and of record in the Clerk's office of Isle of Wight County, reference to which deed and also to the deed from Richard M Cary and Hannah E Cary his wife to the said Charles B Hayden is hereby made for a more particular description of the said two tracts of land.

(The substitution of the words, "and John E Adams" was made before the signing and sealing of this deed.)

Adapt the following signatures and seals

Signed, sealed & acknowledged in the presence of
Geo R. Robinson
J. Jordan

Wm. Goodwin



C. B. Hayden Seal
R. M. Cary Seal
H. E. Cary Seal
J. E. Thomas Seal
John E. Adams Seal



State of Virginia, County of Isle of Wight to wit:

I, William H. Cacey, a justice of the peace for the County of Isle of Wight in the State of Virginia, do certify that Hannah E. Cary, the wife of R. M. Cary, whose names are signed to the writing hereto annexed, bearing date on the 1st day of August 1865, personally before me, in the County aforesaid and being examined by me, privately and apart from her husband, and having the writing aforesaid fully explained to her, she the said Hannah E. Cary acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it. And I also certify that Richard M Cary, James Thomas, and John E Adams whose names are signed to the writing hereto annexed bearing date on the 1st day of August 1865 have acknowledged the same before me in my said County. Given under my hand this 11th day of September 1865

W. H. Cacey J.P.

In the Clerk's office of the County Court of Isle of Wight County, February 28th. 1866. This deed was received and ~~admitted~~ ^{with} to record upon the annexed certificate of the private examination of Hannah E. Cary wife of R. M. Cary and of the acknowledgment of R. M. Cary, James Thomas and John E. Adams and continued for the acknowledgment of C. B. Hayden. And on the 5th of March 1866 the same was acknowledged by C. B. Hayden, and the necessary stamps being affixed & consigned the deed is admitted to record.

Teste

A. S. Youngblood

C. B. Hayden trustee,
R. M. Cary wife

To $\frac{3}{4}$ Decd.

James Thomas and
John E. Adams.

July. 28th 1866 - Certd. as
to R. M. Cary wife & Thomas
& Adams & cond.

March 5th 1866 actd.
by C. B. Hayden adm.
to record. Stamps affixed.

Received of

James Thomas

Round Hill

10th

This indenture made this 30th day of december 1857 between W^m H. Day of the one part, & John C. Adams James Thomas and George R. Atkinson of the other part, all of the county of Isle of Wight and state of Virginia. Whereas John B. Butler of said county in order to secure and provide for the payment of a bond executed by him to Thomas, Adams & Co and bearing date on the 3^d day of June 1856, and being for the payment of eighteen hundred and fifty dollars when demanded, by an indenture bearing date on 3^d day of June 1856, which was admitted to record on the 3^d day of June 1856 - did together with Mary Ann his wife convey to W^m H. Day all the right title & which he had in and to a certain lot of land in the town of Smithfield known as the old court-house lot and designated in a plat of said town as lot No 8. and is the lot which belonged to Dr. Robert Butler together with all the improvements thereon, and appurtenances thereto belonging. In trust nevertheless and with power and authority to the said W^m H. Day to sell the same for the purpose of paying said debt and the expenses attending the execution of said trust, if the said John B. Butler should fail to discharge the said bond agreeably to the tenor and effect thereof, whenever after the said default the said Thomas, Adams & Co. should require

a sale thereof to be made, and whereas the said John B Bather having failed to pay said debt, agreeably to the tenor and effect of the said bond, and the said Thomas Adams & Co. having in consequence thereof required a sale of said lot to be made for the purpose aforesaid, the said Wm H. Day in execution of the said trust after twenty days notice of the time and place of sale, by causing an advertisement thereof to be inserted & regularly continued in the southern ageas, a newspaper published in the city of Norfolk, and also by advertisements posted in conspicuous places in the county of Isle of Wight, did on this day expose to sale, at public auction, to the highest bidder, on a credit of six months except/or as much as would pay expenses of sale, and costs attending the execution of this trust, the said lot and improvements thereon, and at the sale so made the aforesaid Thomas Adams & Co which firm is composed of James Thomas, John E Adams and George R Atkinson became the purchasers of said lot and its buildings &c by bidding therefor the sum of fourteen hundred dollars which was the highest bid made for the same and that sum they have since paid to the said Wm H. Day. Now this indenture witnesseth that the said Wm H. Day

for and in consideration of the said sum of fourteen hundred dollars which he has received from the said Thomas Adams & Atkinson as mentioned above, has granted bargained and sold, and by these presents grants bargains and sells to the said Thomas Adams & Co. which firm is composed as above stated, and their heirs & assigns the said lot as above stated and described together with all the improvements thereon, and all the right which the said Wm H. Day acquired by execution of said trust. To have and to hold the said lot of land and all the improvements thereon, and all the right title and interest of the said Wm H. Day therein unto the said Thomas Adams & Co. which firm is composed of James Thomas John E Adams and George R Atkinson and to their heirs and assigns forever to the only proper use and behoof of said parties and their heirs. And the said Wm H. Day for himself his heirs &c. hereby covenants to and with the said Thomas Adams, and Atkinson and their heirs that he will forever warrant and defend the said lot with the buildings thereon, to the said Thomas Adams and Atkinson and their heirs against the claims of said Wm H. Day and his heirs, and all persons claiming under him but against the claims of no other person whomsoever. In testimony

where of the said Wm. H. Day has hereunto set
his hand and affixed his seal the day
and year first above written

Witness
Albert G. Shivers
Joseph S. Swatney
W. H. Jordan

Wm. H. Day Seal

In the clerk's office of Isle of Wight County
Court. Jan'y 4th 1858. This deed was rec'd. and was proved as to its
acknowledgment of Wm. H. Day - by oath of Albert G. Shivers,
Joseph S. Swatney & William H. Jordan - the witnesses
thereunto. & admitted to record.
Teste.

N. J. Young

Day Deed

To
3 Dec 58

Thomas, Adams & Co.

Jan'y. 4th. 1858.

Record & by the clerk.
& admitted to record.

John H. J. Young

Recorded in Book 39.

Page 608.

The Clerk of the
Court by J. H.

Teste
J. H. Young

This Deed made this 10th day of December 1857,
between William Boggs - of the first part, and
Robert T. Whitfield trustee of the other part, Witnesseth:
That for and in consideration of the sum of One
Dollar in hand paid by the said Whitfield to the said
Boggs, he the said William Boggs does hereby
grant, bargain, sell and Convey with general war-
ranty - all of that tract or parcel of land, containing
by estimation by estimation 100 acres - more
or less, situated in said County, and being the
same that was conveyed to the said Boggs by Mary E.
Litts and Alice A. Corbell by a deed of even date
herewith; and, which reference is had for a more
full description, to him the said Whitfield and his
heirs, in trust, however to secure the payment
of the following debts or bonds - a Bond for \$200.00
payable on the 1st day of Jan'y, 1859, to Mary E. Litts;
a bond of \$80.00 payable to Mary E. Litts on the 1st
Jan'y, 1860; a bond for \$120.00 payable to Alice A.
Corbell on 1st Jan'y, 1860. And a bond of Alice A.
Corbell on 1st Jan'y, 1861, and carrying interest
from the 1st Jan'y, 1858. And all bearing date here-
with; And it was understood and covenanted
between the said parties, That if a sale shall
take place, that it shall be made after adver-
tising the time & place of sale for fifteen
days, and out of the proceeds shall pay all
expenses attending the execution of this
trust, including 5 percent commissions

to the trustee, and then with the surplus pay pro-
rata; the debts herein before mentioned, and
cash shall be demanded for such debts as may be
due, with interest, and a credit for the balance
according as they become due,

Witness our hands and Seals this the day and year
first above written, William ^{his} Bogggs. Seal

^{mark}
V. H. Whitfield. Seal

Essex, Wright County, Swil:

I, Joseph B. Hodsdon, a justice of the peace for the
County aforesaid, in the State of Virginia do certify
that William Bogggs and V. H. Whitfield whose names
are signed to the writing herunto annexed bearing
date on the 10th day of December 1857, has ac-
knowledgeed the same before me in my County
aforesaid, Given under my hand this 10th
day of December 1857,

J. B. Hodsdon, J. P.

In the Clerk's Office of the Wright
County Court, December 24th 1857,
This Deed was received, and admitted to
record upon the certificate annexed of
Joseph B. Hodsdon a Justice of the peace for the
County aforesaid, Teste

J. B. Latimer, D. C.

Attest, Teste,

W. H. Hall, Deputy for
J. B. Latimer.

Wm Boggs

Co } Deed of Trust

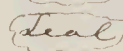
Co. H. Whitfield Trust

Alcopy

^{my}
This Indenture bipartite, made this 31st day of Dec^r in
the year One Thousand, Eight Hundred & Forty Six, between Wentworth
W Peice & Margaret his wife of Duplin County of the State
of North Carolina of the one part, & James Thomas & Mo E Adams
merchants & partner trading under the firm & style of Thomas &
Adams, of the County of Isle of Wight of the State of Virginia of
the other part: — Witnesseth that whereas by an act of the
General Assembly of Virginia passed January the fourth Eighteen
Hundred & Six, Joseph Hodsden & Thomas Peice, their heirs &
assigns were authorized to erect a Toll Bridge across Pagam
Creek at the Hodsdens Point in the said County of Isle of Wight,
& whereas the said Hodsden & wife by a deed bearing date Novem-
ber the first Eighteen Hundred & Six, which deed is on record
in the said County of Isle of Wight, conveyed to the said Thomas Peice
all the interest which the said Hodsden derived under the
said Act of Assembly in the said Toll Bridge & the franchise thereof,
together with certain other privileges in connection therewith, which
said privileges are particularly specified in said deed; & whereas
by the death of the said Thomas Peice the said grantee & owner
of said bridge, franchise & privileges, his interest therein descended
in coparcenary to his sons & heirs at law, to wit the said Wentworth
W Peice & his brother Thomas W Peice; & whereas the said Thomas
W Peice & Phibe Y. his wife by a deed bearing date August the
twentieth Eighteen Hundred & Forty Four of record in the said
County of Isle of Wight, conveyed all his interest in said bridge
& franchises & the privileges therewith connected to his coparcener
the said Wentworth W Peice, who thereby became the sole owner
of said bridge, franchise & privileges; & when the said Wentworth
W Peice was the owner thereof & was seized & possessed of the same
by the accidental breaking, or falling in of said bridge, the
said Thomas & Adams were damaged by the drowning
of a valuable pair of Horses & Servant, belonging to the said
Thomas & Adams, occasioned by the said accidental falling
of said bridge, for which loss & damage the said Wentworth
W Peice the owner of said bridge was responsible & liable
to the said sufferers Thomas & Adams, it is therefore agreed
that in consideration of Thomas & Adams discharging &
releasing the said Peice from all liability for said dam-
age occasioned by the breaking in of said bridge of said
Peice, & the further sum of One Hundred dollars paid
by the said Thomas & Adams to the said Peice, the re-
ceipt whereof is hereby acknowledged, as well as the further
sum of five dollars in hand paid to the said Margaret wife
of the said Wentworth the receipt whereof is hereby acknowledged, that
the said Wentworth W & Margaret his wife shall grant & con-
vey & they do by these presents grant, bargain sell & convey unto

He said Thomas & Adams their heirs & assigns the said Toll Bridge commonly known as Peices Bridge in the County of Isle of Wight and all the land, franchises, rights, privileges, ways, appurtenances & easements thereto belonging, whether derived from the act of assembly or the grant of said Hadsden, together with the right of clover, or other interest or estate which the said Margaret wife of the said Wentworth W. may have in said bridge. To have & to hold the same to the said Thomas & Adams their heirs & assigns forever, to their proper use & behoof forever. And the said Wentworth W. & Margaret his wife bind themselves and their heirs & covenant to and with the said Thomas & Adams their heirs & assigns that they the said Wentworth W. & Margaret his wife will never warrant & defend the said Toll Bridge, its franchises & appurtenances unto the said Thomas & Adams their heirs & assigns against the claims & demands of every person whatsoever.

And the said Thomas & Adams do on their part in consideration of the premises forever release & discharge the said Wentworth W. Peice from all claim or liability on account of the said damage occasioned by the said falling in of said bridge. In witness whereof the said parties to these presents have hereunto set their hands & seals this day & year first above written

Wentworth W. Peice 
Margaret L. Peice 
Geo Thomas 
John E. Adams 

Duplin County, to wit:

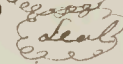
We Daniel Bowden and Harold Blackmore Justices of the Peace in the County aforesaid in the State of North Carolina do hereby certify that Wentworth W. Peice a party to a certain deed bearing date on the 31st day of Decr 1846 & hereto annexed personally appeared before us in our County aforesaid & acknowledged the same to be his act & deed & desired us to certify the said acknowledgment to the clerk of the County Court of Isle of Wight in the State of Virginia in order that the said deed may be recorded. Given under our hands & seals this 31st day of Decr 1846

D. Bowden 
Harold Blackmore 

Smith

Duplin County, to wit:

We Daniel Bowden & Harold Blackmore Justices of the Peace in the County aforesaid in the State of North Carolina, do hereby certify that Margaret D. Peice wife of Wentworth W. Peice parties to a certain deed bearing date on the 31st day of Decr 1846 & hereto annexed, personally appeared before us in our County aforesaid, & being examined by us privily & apart from her husband, & having the deed aforesaid fully explained to her, she the said Margaret D. Peice acknowledged the same to be her act & deed, & declared that she had willingly signed sealed & delivered the same & that she wished not to retract it. Given under our hands & seals this 31st day of Decr 1846.

D. Bowden 
Harold Blackmore 

Received of Thomas & Adams One Hundred Dollars in discharge of the amount due me from them under the deed hereto annexed.

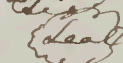
January 14th 1847 -

C. B. Hayden Jr

Wentworth W. Peice

Isle of Wight County, to wit -

We J. P. Thomas & M. Womble Justices of the Peace in the County aforesaid in the State of Virginia do hereby certify that James Thomas & Geo C. Adams merchants & partners trading under the firm & style of Thomas & Adams parties to a certain deed bearing date on the 31st of Decr 1846 & hereto annexed personally appeared before us in our County aforesaid & acknowledged the same to be their act & deed & desired us to certify the said acknowledgment to the clerk of the County Court of Isle of Wight in order that the said deed may be recorded. Given under our hands & seals this 14th day of January - 1847 -

J. P. Thomas 
M. Womble 

In the clerk's office of Isle of Wight County court Feb: 1st 1827
This indenture was received with the certificate of its
acknowledgement by Wentworth Lee Price & James Thomas &
John E. Adams to be their act and deed; and with the
certificate of the jury examination of the same court shall
annexed, admitted to record.

Filed

A. D. Young - clerk

Price and wife

W. E. Lee

Thomas and Adams

1827 Feb: 1st Certificate
and admitted to record.

Recorded W. E. Lee
Page 30

Price

Whereas by the death of William J. Boykin, his real estate in Virginia, descended in the following manner: To Mary Wilson the wife of George Wilson five twelfths, and to Elizabeth Hankins, William R. Hankins, John H. Hankins, Sarah P. Lawson the wife of James S. Lawson, Albert W. Hankins, Lucy Ann Douglass, the wife of William C. C. Douglass, the other seven twelfths, and the parties having mutually agreed to sell all the said lands in order to a division, James Thomas and John E. Adams became the purchasers of the lot, store house and ware - in the Town of Smithfield, upon a credit of one and two years, by equal instalments, at the price of one thousand, five hundred and eighteen dollars and seventy five cents. This Indenture made and entered into this Seventh day of November, in the year of our Lord one thousand eight hundred and thirty nine, between George Wilson and Mary his wife, Elizabeth Hankins, William R. Hankins and Lelia his wife, John H. Hankins, James S. Lawson and Sarah P. his wife, Albert W. Hankins, Zelia his wife, and William C. C. Douglass and Lucy Ann his wife of the one part, and James Thomas and John E. Adams of the other part, Witnesseth: that the said George Wilson and Mary his wife, Elizabeth Hankins, William R. Hankins, and wife, John H. Hankins James S. Lawson, and Sarah P. his wife, Albert W. Hankins and wife, and William C. C. Douglass and

Lucy Ann his wife, in consideration of the sum of one thousand five hundred and eighteen dollars and seventy five cents, lawful money of Virginia, have bargained and sold, and by these presents do, and each of them doth bargain and sell unto the said James Thomas and John E. Adams their heirs and assigns the lot of land with the Store house and wharf in the Town of Smithfield, and which W^m J. Boykin died seized and possessed of: together with all and singular the other buildings and improvements to the same belonging or appertaining, unto the said James Thomas and John E. Adams their heirs and assigns forever. And the said George Wilson and Mary his wife, Elizabeth Hankins, William P. Hankins and wife John H. Hankins, James S. Lawson and Sarah P. his wife Albert W. Hankins and wife, and William P. C. Douglass and Lucy Ann, his wife, for themselves and their heirs, the said lot of land, Store house and wharf, with all and singular the premises and appurtenances thereto belonging, unto the said James Thomas and John E. Adams their heirs and assigns, free from the claim or claims of them the said George Wilson and Mary his wife, Elizabeth Hankins, William P. Hankins and wife, John H. Hankins, James S. Lawson and Sarah P. his wife, Albert W. Hankins and wife and William P. C. Douglass and Lucy Ann his wife, or either of them, their or either of their heirs, and of all and every person or persons whatsoever, shall, will

and do warrant and forever defend by these presents.

In witness whereof the said George Wilson and Mary his wife, Elizabeth Hankins, William R. Hankins and wife John H. Hankins, James S. Lawson, and Sarah P. his wife, Albert W. Hankins and wife and William R. G. Douglass and Lucy Ann his wife, have hereunto set their hands and affixed their seals, the day and year first herein written,

Geo. Wilson Seal

Mary Wilson Seal

Elizabeth Hankins Seal

Wm. R. Hankins Seal

Sarah P. Hankins Seal

John H. Hankins Seal

James S. Lawson Seal

Sarah P. Lawson Seal

Albert W. Hankins Seal

Lucy Ann Hankins Seal

Wm. R. G. Douglass Seal

Lucy Ann Douglass Seal

Essex County, Set:

We, M. Womble, and Edwin Morrison justices of the peace in the County aforesaid, do certify that Mary Wilson George Wilson, and John H. Hankins, parties to a certain deed, bearing date on the 7th day of November 1839, and hereto annexed, personally appeared before us in the County aforesaid, and acknowledged the same to be their act and deed, and desired us to certify the same

to the Clerk of the County Court of Edge-wright in order that
the said deed may be recorded. Given under our hands
and Seals, this 12th day of November 1839.

M. Womble J. P. Seal
E. Morrison J. P. Seal

Edge-wright County, to wit:

We, Edwin Morrison and M. Womble Justices of the Peace in
the County aforesaid in the State of Virginia, do hereby certify
that Mary Wilson wife of George Wilson a party to a certain
deed bearing date the 7th day of November 1839, thereto
annexed, personally appeared before us in our County
aforesaid, and being examined by us privily and apart
from her husband, and having the deed aforesaid fully
explained to her, she the said Mary Wilson acknowledged the
same to be her act & deed, and declared that she had willingly
signed, sealed and delivered the same, and that she wished not
to retract it. Given under our hands and Seals this
12th day of November 1839.

E. Morrison J. P. Seal

M. Womble J. P. Seal

New Kent County, to wit:

We, William Ratcliffe and James Stamper Justices of
the Peace in the County aforesaid, do hereby certify that
William K. L. Douglass, a party to a certain deed, bearing
date the 7th day of November 1839, and thereto annexed
personally appeared before us in the County aforesaid
and acknowledged the same to be his act and deed,
and desired us to certify the same to the Clerk of the
County Court of Edge-wright in order that the said deed

may be recorded. Given under our hands and
seals, this 26th day of November 1839.

Wm. Kataliffe — Seal

J. Stamper — Seal

James City County. Set.

We, Richardson Henry, and George W. Taylor justices of the
peace in the County aforesaid, do hereby certify that Eliza-
beth Hankins, Albert W. Hankins and Zephia his wife, parties
to a certain deed bearing date the 7th day of November 1839,
and hereto annexed, personally appeared before us in
the County aforesaid, and acknowledged the same to be
their act and deed, and desired us to certify the same
to the Clerk of the County Court of Isle of Wight, in order that
the same be recorded. Given under our hands and seals,
this 28th day of Nov^r 1839.

Richardson Henry, J. P. Seal

Geo. W. Taylor, J. P. Seal

New Kent County. Set.

We, William Kataliffe and James Stamper justices of the
peace in the aforesaid County, do hereby certify that Lucy
Ann Douglass wife of Wm. A. Douglass parties to a certain
deed bearing date the 7th day of November 1839, and hereto
to annexed, appeared before us, in our County aforesaid
and being examined privily and apart from her
husband and having the deed aforesaid fully explained
to her, she, the said Lucy Ann Douglass acknowledged
the same, to be her act and deed, and that she had
willingly signed, sealed and delivered the same,
and that she wished not to retract it. Given under

our hands and Seals, this 26th of Nov^r, 1839.

Wm. Ratcliffe - Seal

J. Stamper - Seal

James City County, Del:

We, Richardson Henry and Geo. W. Taylor justices of the peace in the county aforesaid, do hereby certify that Zelica Hawkins wife of Albert W. Hawkins parties to a certain deed bearing date the 7th day of November 1839, and herunto annexed, personally appeared before us in our county aforesaid, and being examined privily and apart from her husband, and having the deed fully explained to her, she, the said, Zelica Hawkins acknowledged the same to be her act and deed, and that she had willingly signed, sealed and delivered the same, and that she wished not to retract it, Given under our hands and Seals, this 28th day of November 1839.

Richardson Henry J.P. Seal

Geo. W. Taylor J.P. Seal

York County, Howel:

We, Robert P. Waller and Wade Mumfoll justices of the peace for the aforesaid county, do ^{hereby} certify that Sarah P. Lawson wife of James S. Lawson parties to a certain deed bearing date, the 7th day of November 1839, and herunto annexed, appeared before us in our county aforesaid and being examined privily and apart from her husband, and having the deed fully explained to her, the said Sarah P. Lawson acknowledged the same to be her act and deed, and that she had willingly, signed, sealed and acknowledged and delivered the same.

and she wishes not to retract it, Given under our hands
and Seals, this 29th day of November 1839,

Robt. P. Waller. *Seal*

Wade Mountfort. *Seal*

York County (to wit:)

We, Robert Waller and Wade Mountfort justices of the
peace for the said County, do hereby certify that James
S. Lawson party to a certain deed, bearing date the 7th
of Nov^r, 1839, and herunto annexed personally appeared
before us in our County aforesaid, and acknowledged
the same to be his act and deed, and desired us to
certify his said acknowledgment to the Clerk of the
County Court of Isle of Wight, in order that the same
may be recorded, Given under our hands and Seals
this the 29th day of November 1839,

Robt. P. Waller *Seal*

Wade Mountfort *Seal*

Surry County, (to wit:)

We, William C. B. Ruffin and Bolling Jones, justices of
the peace in the County aforesaid, do hereby certify
that Wm. B. Hankins and Lelia his wife parties to a
certain deed, bearing date on the 7th day of November 1839,
and herunto annexed, personally appeared before us,
in the County aforesaid, and acknowledged the same,
to be his act and deed, and desired us to certify the same to
the Clerk of the County Court of Isle of Wight, in order that the
said deed may be recorded,

Given under our hands and Seals, This

14th day of January 1840,

Wm E. B. Ruffin, J. P. Seal
Polling Jones, J. P. Seal

Swain County, To wit:

We, Wm E. B. Ruffin and Polling Jones justices of the peace for the County aforesaid, do certify that Leticia Hankins wife of Wm. Hankins parties to a certain deed bearing date the 7th day of November 1839, thereunto annexed, personally appeared before us in our County aforesaid, and being examined privily and apart from her husband, and having the deed aforesaid fully explained to her, she the said Leticia Hankins acknowledged the same to be her act and deed, and that she had willingly signed sealed and delivered the same, and that she wished not to retract it. Given under our hands and Seals, this 14th day of January 1840,

Wm E. B. Ruffin, J. P. Seal
Polling Jones, J. P. Seal

Also of Wright County, Clerk's Office, March 2nd 1840, the foregoing deed from Wilson and wife to her, to Thomas & Adams, was received with the certificates of acknowledgements, and admitted to record,

Teste Nathl. Young, clk. - by R. L.
deputy, Teste,

W. H. Hart, Deputy for
N. P. Young, clk!

Geo: Wilson wife sells,

To } Deed

Thomas & Adams

also

1840

6,70

Clerk's Office,

Isle of Wight Co. N. Va. Feby: 10th 1873,

"Deed dated 7th of November 1839, & recorded 2nd of March 1840, from George Wilson & Mary his wife, Elizabeth Hankins, Wm R. Hankins & Belia H. his wife, John H. Hankins, James S. Lawson & Sarah P. his wife Albert W. Hankins & Zelica his wife, & Wm R. C. Douglass & Lucy Ann his wife, to James Thomas & John E. Adams. for the lot of land Storehouse & Wharf in the Town of Smithfield whereof Wm J. Boykin died seized & possessed for the sum of \$1518,75 in current money."

An abstract.

Teste, C. St. Hart, D. C.,

Rev. Wilson wife only

1 Abstract from
To } Deed —

Thomas Adams

This Indenture, made this 20th day of June 1857
between Robert H. Whitfield of the one part, and John E.
Adams, James Thomas, and George R. Atkinson of
the second part, all of Isle of Wight County, State of
Virginia, Whereas, Virtue of two deeds of trust
executed by one James Post, to the said Robert H.
Whitfield as trustee, the one bearing date the 20th
of April 1854, and the other the 7th of April 1857, and
of record in the Clerk's office of said County, for the
objects therein contained, the said Robert H. Whit-
field did expose at public auction to the highest
bidder, at "Barroilton" after having duly advertised
the time & place of sale for a longer period than
the said, were prescribed, the tract of land in said
deeds of trust mentioned & conveyed (being the same
which was conveyed by a deed from G. B. Pedin Har-
oline his wife to the said Post, bearing date the
20th April 1854, on a credit of four months with
interest from the day of sale, on the amount over
so much as might be required to pay expenses of
the trust, which was cash, which was with the
approbation of said Pedin & other creditors, And
at the sale so made, the said John E. Adams
James Thomas and George R. Atkinson, sometimes
known as Thomas, Adams & Co, became the
purchasers at the bid of Twelve hundred and five
dollars. Now this Indenture witnesseth: That
for and in consideration of the premises
and the said \$1205.00, aforesaid be the said

Robert H. Whitfield, does hereby bargain and
sell and convey with special warranty to
John E. Adams, James Thomas and George R. Atkin-
son, and known as Thomas, Adams & Co., and
their heirs forever, all the right title and interest
whatsoever being or vested in him the said Whit-
field by the deed of trust as aforesaid, in and to the
said land therein mentioned and described, To have
and To hold the same to the said Thomas, Adams
& Atkinson, and their heirs forever, Witness the
following signature and seal, this the day and year
first above written, Robert H. Whitfield. —

In the Clerk's Office of Isle of Wight County Court
July 6th 1857, This Deed was received & admitted to
record for the acknowledgement of Robert H.
Whitfield, Teste, N. P. Young, Clerk.

Copy - Teste,

Wm. H. Atkinson, Deputy for
N. P. Young, Clerk.

Robert H. Whitfield & Co.,

131

Post

7 Dec

Thomas, Adams & Co.

Copy.

409

This Deed made this 7th of April 1857, between James Post of the one part, and Robert H. Whitfield trustee and attorney of the second part, Witnesseth; That he the said James Post does hereby bargain, sell and convey with general warranty; all of his interest and title in law or equity, in and to a certain tract of land in Passaic Neck, in said County of Essex & right containing about 180 acres, being the same that was conveyed by one Edmund B. Pedin & Caroline his wife, to the said James Post of New Jersey, by a deed bearing date the 20th of April 1854, and being the same tract that was conveyed in trust to secure the price thereof to the said Pedin by a deed of the last mentioned date, and this conveyance is here made subject to the said trust, to him the said Robert H. Whitfield and his heirs; To have and To hold the said interest and title in the said tract of land; subject to the trust aforesaid to him the said Whitfield and his heirs, But upon the following trusts, as follows; Viz: That he the said Whitfield is hereby authorized and empowered to sell the said tracts of land, in such manner, or in such part or parcels, as in his judgment may be deemed best, privately or publicly, and for this end he is hereby authorized to execute all deeds and other writings necessary to convey title to the said land, or such parcels as he may sell, in as full and perfect a manner as he could myself do, & convey such deed or other

writing so signed and executed by the said Whitfield shall to all intents and purposes, have the same effect as if executed or assigned by the said Post, And the said Whitfield, with the proceeds of sale so made, after paying all the expenses of, trust, including 5 pr. $\frac{1}{2}$ Commissions, the amount of sales, shall appropriate the said proceeds as follows, first towards the payment of the debts or Bonds due to the said Edmund B. Pedin for the price of said land; and then with the surplus, shall pay pro rata the debts due at the date hereof, or contracted at this date, To Thomas Adams & Co; Charles H. Wherry; Robert F. Barnett James Edward; John L. Thomas, John P. Thomas, the amount of which is not now recollected - and all other claims not now remembered - but at this time existing; the intent being to distribute said surplus (after the payment in full of the said debts to E. B. Pedin) among all my other creditors pro rata, if there should not be sufficient to pay all, But it is understood that if any creditor shall fail to present his claim to the said Whitfield within one month after advertising in the said County for the same, and thereafter the said Whitfield shall have distributed to such as have presented their claims after the one month aforesaid, and the balance (if any) shall pay over to the said Post, his heirs or assigns; and the said Post does hereby again declare, that to carry out these ends, the sale

Execution of Deeds, payment of the debts, and requiring
all necessary papers, that he does hereby constitute
the said Whitfield his attorney in fact and in
law, witness the following signatures and seals
this 7th day of April 1857,

James Post Seal.
Robt. H. Whitfield Seal

County of Sealewright.

I, William H. Casey, a justice of the peace for the County
of Sealewright in the State of Virginia, do certify
that James Post and Robt. H. Whitfield whose names
are signed to the writing above bearing date the 7th
of April 1857, acknowledged the same before
me in my County aforesaid. Given under
my hand this 7th of April 1857,

Wm. H. Casey, J. P.

On the Clerk's Office of Sealewright County Court.
April 10th 1857, this Deed was received and ad-
mitted to record on from the certificate hereto
annexed of William H. Casey a justice of the
peace for the County aforesaid, of its acknowl-
edgement before him of James Post and Robt.
H. Whitfield the parties thereto.

Teste. Chas. L. Latimer, D. C.,

Copy-Less.

Leah Hart, Deputy for
N. P. Young, Clerk.

James Post
Post.

To } Deeds of Trust (2nd)

Robt. H. Whitgill, Trustee

Alcopy

This Deed made this the 20th day of April
1854, between James Post of New Jersey
of the one part, and Robert H. Whitfield Trustee
of the County of Wight and State of Virginia,
of the other part, witnesseth; That the said James
Post doth bargain and sell and convey unto the said
Rob: H. Whitfield the following property, To wit: a certain
tract or parcel of land situated in Racco Neck, in Isle
of Wight County, containing by estimation 180 acres
more or less, and bounded by - or adjoining the lands
of Merit Whitney, Jere: Butchins, John Pastuer deed:
and Whitehead and Parker - and being the same
tract of land conveyed by Edmund B. Pedin & Caroline
m. his wife, to the said Post by a deed of even or like
date of this Indenture; To have and To hold the same
to him the said Rob: H. Whitfield and his heirs; In trust
however, to secure to the said Edmund B. Pedin, the pay-
ment of three bonds each for the sum of Five hun-
dred Dollars, The first bearing even date herewith,
and payable on the first -- of October 1854, and the
second of like date and payable on the first day of
April 1855; and the third of the like date and payable on
the first day of October 1855, and all carrying interest
from the first day of October 1854, In the event of
default in the payment of either or any one of the
said bonds, in whole or in part, at the period they
shall respectively fall due, sale may be made of the
said tract of land; And it is covenanted and agreed

between the parties aforesaid, that in case of a sale, the same shall be made, after first advertising the same, by public advertisements at two or more public places near the place of sale - for the space of fifteen days, on these terms: for cash as to so much of the proceeds as may be necessary to defray expenses of sale and of this trust, allowing 5 per cent. Commission, and to discharge the amount of money - principal and interest then payable or due on the said bonds: and for such bonds as may not then be due, such credit therefor may be given as will correspond to those to fall due; and then to be promptly secured by a lien on the premises: And it is further agreed between the said Parties, and the said Edmund B. Padin signified by his executing these presents; that the said Post is not to take possession of the open land till the 1st January 1855 - and the rent of the premises for this year is excepted and reserved to him the said Padin: But the said Post is at liberty to commence cutting the wood or timber from the woodland, on the first of October 1854, and not before, and furthermore it is agreed that the said Post is not at liberty to cut timber or wood from the premises, till payment of his first bond: and further, that if the said land shall be sold according to this deed, all wood or timber then cut and severed from the land, and being thereon at the time of notice or advertisement of sale is made, shall also be subject to and sold under this deed for

the object hereof, also, which terms formed a part of
the said contract of sale and were designed to be
inserted in the deed of conveyance and are to be
considered as forming a part of said deed; It is
admitted that the several interlineations and erasures
made herein, were all done before the execution of
these presents, and with the full knowledge of the
parties, Witness the following signatures and seals
this the day and year first above written,

James Post Seal
Rob: H. Whitfield Seal
Edmund B. Pedin Seal

Solo of Wright County, to wit:

I George V. Atkinson a Notary Public for the County of
Solo of Wright, in the State of Virginia, do certify that
James Post, Rob: H. Whitfield and Edmund B. Pedin whose
names are signed to the writing hereto annexed, and
bearing date the 20th day of April 1854, have acknowledged
the same before me in my County aforesaid,
Given under my hand this the 20th day of April 1854,

George V. Atkinson N. P.

On the Clerk's Office of Solo of Wright County Court, May 1st
1854, This Deed was received, and admitted to record upon
the Certificate annexed of the acknowledgement of the
parties, thereto before Geo. V. Atkinson a Notary Public
for the County aforesaid, Teste, N. P. Young, Clerk.

Attest
N. P. Young, Clerk:

James Post

To } Dec of Trust (1st)

To: H. Whitson Trust

Copy

[No. 62.—Manual.—AS APPROVED.]

ADJUDICATION OF BANKRUPTCY ON DEBTOR'S PETITION.

In the District Court of the United States
For the Eastern District of Virginia.

IN THE MATTER OF

James Thomas

In Bankruptcy.

By whom a Petition for Adjudication of Bankruptcy was filed on the 16th
day of December, A.D. 1874

At Norfolk, in said District
on the 16 day of December, A.D. 1874
Before John A. Barton
Regt

Eastern District of Virginia, ss:

* I John A. Barton Register

James Thomas upon good proof before me taken, do find that the said James Thomas has become a Bankrupt within the true intent and meaning of the Act of Congress entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867; and I do hereby declare and adjudge him a Bankrupt.

Witness*

my hand and seal of the Court
at Norfolk, in
said District, on the 16th day of December,
A.D. 1874

A Copy

Teste

Wm. Garry

Clerk U.S. Dist. Court
Eastern District of Virginia

John A. Barton

Register

Seal
cc

* The above adjudication may be made by U.S. District Judge or a Register; and the Blank Form is made to conform to either case.

Docket—Case No. 621; Page .

District Court of the United States,
~~Eastern~~ District of Virginia

In Bankruptcy.

IN THE MATTER OF

James Thomas

BANKRUPT....

Adjudication of Bankruptcy on Debtor's Petition.

a copy

Exhibit

X

Entered this 16 day of December, A. D. 1874.

(Signed) C. Barry
Clerk of said District Court U. S.

Property of James Thomas, individually;

Buggy	To James Thomas	7 50
Cart No. 1.	" Same	8 50
" " 2	" —	
" " 3	" J. H. Thomas	7 00
Old Carriage	" Geo. F. Nelson	18 00
Brindle Steer	" J. L. Goodrich	25 00
Red Steer	" Same	25 00
Black Steer	" Same	15 25
Sulkey	" E. M. Todd	6 50
Small white belly Cow	" R. A. Todd	10 50
Small wide horns Cow	" Same	15 00
Black Cow	" James Thomas	15 00
12 boards wood @ 2. ⁰⁵	— —	24 60
		\$179.45

Property of John E. Adams, individually,

One Buggy	To John E. Adams.	\$21.00
	R. S. Thomas	} Trustees,
	C. B. Hayden	
	W. P. Young	

In the Clerk's Office of the County Court of
Isle of Wight County, December the 4th 1873
The foregoing account of sales of James Thomas

and John C. Adams, individually and as part-
ners, made under a deed of trust by W. S.
Thomas, to others their trustees, was returned and
admitted to record,

Attest Wm. H. Hart, D. C.
Copy - Lests

Wm. H. Hart, Deputy for
W. P. Young, Clk.

Account of Sale
of James Thomas
of John C. Adams
individually and as
late partners, under
Deed of Trust

Copy

Wm. H. Hart

W. O. Barry Esq
Colonel Lincoln Ct.
Dear Sir

I intended filing
the enclosed bond in the papers of
Thomas & Adams Curteis v. Dodd & Co.,
before I left but forgot it. I have
very reasons for wishing to get it in
the papers. Please endorse on it the
date of filing & let it be today and
oblige

Yours truly &c
Geo. F. Clarke

\$1600⁰⁰, Know all men by these presents that we
Geo. D. Clarke, L. D. Swallow, & Wm. Worrell
are held and jointly bound unto C. B. Stuyden, B. S. Thomas
and H. D. Young, trustees for James Thomas & Co. in the
first sum of sixteen hundred dollars lawful money
&c., to the payment whereof well and truly to be made
we bind ourselves, our heirs, executors, administrators, jointly
in these presents. Witness our hands and seals this 21st
day of June 1870

The condition of the above obligation is
such that if the Circuit Court of the State of Michigan
shall order a resale of the piece or parcel of land for-
mally belonging to said James Thomas, near the town
of Smithfield, heretofore sold, and purchased by T. C.
Goodrich, on the same terms on which it was here-
before sold, and if said Geo. D. Clarke at such resale
shall bid the sum of eight hundred dollars (\$800⁰⁰)
for said land, and shall comply with the terms
of such resale, then this obligation to be void, other-
wise to remain in full force and virtue

Geo. D. Clarke (Seal)
L. D. Swallow (Seal)
Wm. Worrell (Seal)

Proving & collecting bones
etc.

1. } some of the bones

Part of the

2 2 2

~~Indications of a very early
civilization, as indicated by the
etc.~~

~~I received the following
with reference to the bones
which the same bones
as indicated by the bones
time of which bones 1847
etc.~~

This bird was received by
me, with the enclosed
letter to be filed in
the case above, on
22^d April 1846.
The paper being in the
councils hands.

A. J. Francis etc.

1st Decem of 1873 Directs accounts of
1 The Debts due by J. & A. or either of them
2 Transactions of Trustees
3 The value of the expectancy of Dower
4 The Propriety of the acceptance of the
Bazpin Trust.

2^d Decem of 74 Confirms
1 The Report of Debts of J. J.
2 " " " J. E. A.
3 " " " J & A.
4 of the transactions of Trustees with each ^{fund}
5 of Propriety of the Bazpin acceptance
N. B. 6 Notices, but does not confirm the
alleged lien of Folk & of Cherry
on the lot sold to J. P. Jordan
N. B. and Reserves the Pro Rata of the
Wages & Day of the Thomas' Claim

3^d Decem of 75 Directs a further
1 Account of individual assets of J. J. & J. E. A.
2 And of the Partnership assets of J. & A.
3 And a further list of the Debts of J. J. J. E. A. & J. & A.

4th Decem,
Confirms reports of Payments & Investments &
Directs withdrawal of the U. S. Bonds deposi-
ted with the M. Bank.

5th Decem

Adopts the petitions of L. B. Edwards
admiral of Am. W. Edwards & J. Richd Edwards
of Am: C. Thomas admirer of R. B. Edwards
of C. B. H. assessor of A. H. W., —
the reports of Atkinson & Chapman —
the exceptions of G. J. Clarke to the
report of Atkinson the 3^d & 5th of
which are sustained & 1st & 2^d which
are reserved —
refers the Atkinson report back for
further testimony & the corrections
which it may make necessary —

6th Decem

Confirms sale of part of Grove
tract bought by J. C. Thomas —
Direct resale of the Goodrich tract —
and the collection of the interest
due on the U. S. Bonds & Investment ^{of Jan}

7th Decem

Confirms agreement with the
M. & M. S. Bank & ~~resale~~ resale
of the Goodrich part of G. tract &
collection of the Clarke Bonds & Debt
to him.

8th Decree

Overrules exceptions of Clarke & of
him of G. M. D. to deposition of J. D. -
- and the exception of Clarke to the
report of Com^r A. so far as incon-
sistent with this decree -

- Confirms the valuation of the Grove
House & Lot at \$2000 + Per. Prop.
at \$494.75 -

- Confirms sale of Mrs A's House & Lot
at \$1500 - + Per. Prop. at \$1000 -

- Ascertain Mrs J's contingent right
of Dower to be \$641.03 and Mrs
A's to be \$1177.80 and directs the
excep of Mrs J (\$1853.72) + of Mrs
A (\$1322.20) to be paid to the in-
dividual creditors of James J.

and of J. E. A. respectively who have
not released the said excep -

- Directs a Com^r to report the names
of the individual creditors of J. D. & J. E.

A. who have not released as aforesaid

- The delivery of the certificates of
certain bonds & of their collection
and the payment of $\frac{1}{2}$ of fund in
hand to be reserved.

All of which are done except-

- 1 The disposition of the Foote & Cherry Judgments
- 2 The direction to collect the J. C. Thomas bonds, & his Debt.
3. The disposition of the Adams & Day & the Susan Thomas claims.
- 4 And the report of Com^r Atkinson as to the creditors of J. J. who have release

Statement of the
Orders of Decree

Statement of the
points in the Decree