

if any, shall be void, and of no effect - In Testimony whereof the said William Gordon hath
herein set his seal and subscribed his name on the day and year first above written.

Witness, sealed, and delivered

In the presence of John Miller Jr. James Anderson }
William Cox John Gainsford }

William Gordon (Seal)

At a court of monthly sessions held for Northumberland County at the Court House on the 13 day
of April 1806. This Indenture was acknowledged by William Gordon a party thereto and was
read and recorded.

Teste

Theming Rale, Clerk

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Teste

M. Blane & Co

N^o 2

This Indenture made the 13 day of July in the year one thousand eight hundred & seven
between William Gordon of the County of Northumberland of the first part, Thomas Dorn
son of the same County of the second part and Peter Cox of the County of Westmoreland
Joseph Conroy, John Graham & Ann Gordon of the said County of Northumberland of the
third part, Witnesseth that whereas the said William Gordon, did on the twenty seventh
day of February, in the year eight hundred & six, by deed indented of that date, and
which was duly recorded in the County Court of Northumberland on April eighteen
hundred & six, convey to the above named Thomas Dornson in Trust for the uses and purposes
 therein mentioned of certain part of the tract of land on which the said William Gordon
lying in the County of Northumberland, & tenanted by the name of Fort Hill - And whereas

(602) also the said William Gordon, did on the seventh day of January in the year last past
convey unto three separate bills of sale of the said date (6th of January 1806) which were
duly recorded in the County Court of Northumberland, on the thirtieth day of the
same month, for five negroes and their increase, two horses and sundry other of value, as
by the said bills of sale may appear, which said bills of sale were given with the inten-
tion to secure the said Graham & Co the said securities for the Execution of the said
William Gordon on the Estate of John Gordon and against and, or any damage or damage
which they or either of them might sustain for consequence of their Security, & the
aforesaid, and whereas it is represented by the said Peter Cox, Joseph Conroy, John Gra-
ham & Ann Gordon the aforesaid securities of the said William Gordon that the said
and property aforesaid may be insufficient for the purposes for which they were
conveyed, and also that the property conveyed by the said bills of sale, might to be
conveyed in Trust for all the said securities - In Consideration whereof & for further
Consideration of one dollar in hand paid to the said William Gordon by the said Dorn-
son on the day of the date of these presents, the receipt of which is hereby acknowledged
the said William Gordon hath granted, bargained, sold & conveyed, & by these presents doth
grant, bargain, sell & convey unto the said Dornson, all the remaining part of

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the said tract of land, known by the name of Fort Hill, lying on the opposite side
of the road, & not conveyed by the before mentioned deed of trust with and singular
the covenants, conditions & appurtenances to the said remaining part of the
said tract of land belonging, or to any part thereof appertaining. And doth also see
and transfer and hereby hath sold & transferred to the said Downing, and the prop-
erty mentioned in the said bill of sale. It have and it hold the said land hereby
granted & conveyed with all the rights and appurtenances to the said belonging
and also the property mentioned in the said bill of sale with them the said Downing
this heirs and assigns forever. But upon trust nevertheless for the same uses and
purposes as are expressed in the deed of indenture before referred to bearing date
the Twenty seventh day of February eighteen hundred & six & recorded in the
County Court of Northumberland as aforesaid, and the land conveyed in that
deed shall be as sold, before the land & property hereby conveyed, shall be sold by
the said trustee. And the said trustee in disposing of the land and property
hereby conveyed shall conform to the rules and restrictions prescribed in the
forfeitures of trust. In testimony whereof the said William Gordon hath here-
unto set his hand & seal, on the day & year first above written

William Gordon *(Seal)*

in the presence of John Miller Jr., Thomas S. Downing, James Webb Jr.
At a Court of, to-wit: Sepm held for Northumberland County at the Court house
on Monday the 13th of July 1807. This Indenture was acknowledged by William
Gordon a party thereto & ordered to be recorded - Test - J. States cc
Copy - Test M. B. Craun cc

Exhibit No 3

Virginia. At a superior Court of Chancery held in the town of Fredericks-
burg on Friday the 7 day of October 1825
Jesse S. Williams and Allen Williams exors of John Williams decd Plaintiffs
against William Gordon in his own right, and as executor of John Gordon decd
Mary Gordon Elizabeth Gordon, Ann Morrow, John Graham, Joseph Conway and
heirs and Fleet ex executor of Peter, decd. Defendants -
The plaintiffs having filed their bill of Reiver against the Defendants the said
William Gordon, Mary Gordon, Elizabeth Gordon, Ann Morrow, John Graham & William
Herbert admors of Joseph Conway decd who are absent from the Commonwealth, and against
whom the plaintiffs appear to have proceeded in the manner prescribed by Law and

608 They still failing to appear, and answer the bill of revivor, or to show cause against the
revivor. Whereby sought the bill of revivor is taken for confessed as to them, therefore
it is ordered that the suit lately depending in this Court between the present
parties, stand revived against William Herbert Adams of Joseph Conway, decd, and his all
heirs in the same plight and condition it was in at the time of the death of the said
Joseph Conway - And this cause came on to be heard, as to the Defendants William
Gordon, Exr of John Gordon decd, upon the papers formerly read and the report of Common
pleas Barren, made pursuant to the order of the first day of October 1826. and
the 30th day of September 1828, to which there is no exception: and was argued by counsel
at - On Consideration whereof the Court affirming of and Confirming the said reports
and no reason appearing why the Court should not proceed to decree in part against
the said William Gordon Executor of John Gordon decd, for so much as will certainly ac-
crued due from him to the Estate of his testator, after leaving in his hands a sum suffi-
cient to satisfy the claim of James Smith trustee of Daniel Muzz against the trustee of
the defendant William Gordon, and the cost of the plaintiff in that suit, to recover
which a suit is now depending in this Court - And it appearing to the Court from the
verdict of the jury upon the issue in this cause, that the testator of the defendant
William Gordon, was indebted to the testator of the plaintiff, in a larger sum than is
shown after debts - The Court doth therefore adjudge, order and decree that the Defendant
William Gordon Exr of John Gordon decd, do pay to the plaintiff the sum of six thousand
dollar, with interest at the rate of six per centum per annum, on \$1752.61 cents just
coming from the 31st day of December 1826, until paid, and liberty is reserved to the plaintiff
to proceed in this cause against the debts for a further and final decree, and also to
proceed in this cause or in any other way they may be advised, to charge the securities of
the said John Gordon, in his executorial bond or other representatives until the pay-
ment of this decree, if the plaintiff should fail to make the same out of the said Wil-
liam Gordon, and also for any further sum for which the securities of the said William
Gordon or their representatives may hereafter appear to be liable -

Exhibit No 4

Virginia - At a Superior Court of Chancery held in the Court of Fredericksburg
on the 9th day of May 1829 -

Very & William and Allen Executors of James Williams decd - Plaintiffs
against - William Gordon in his own right and as Exr of John Gordon decd, Mary Gordon
Elizabeth Gordon, Ann Howard John Graham, William Herbert Adams of Joseph Conway decd
and James Boy and Fleet Boy Executors of Peter Boy - Defendants

On Consideration of the motion of the plaintiff (which was made on yesterday) to submit
the defendants William Herbert Adams of Joseph Conway decd James Boy and Fleet Boy Exrs
of Peter Boy decd and John Graham, which said Joseph Conway, Peter Boy, and John Graham
are securities for the faithful admin of the debt William Gordon, upon the Estate
of John Gordon decd, as appears by their bond, filed among the papers in this
cause -

the said John Gordon, in his executorial bond or other representations until the payment of this decree, if the plaintiff shall fail to make the same out of the said William Gordon, and also for any further sum for which the securities of the said William Gordon or their representatives may hereafter appear to be liable —

Exhibit No 4

Virginia — At a superior Court of Chancery held in the Town of Fredericksburg on the 9 day of May 1826 —

Very & William, and Allen Williams Executors of James Williams decd — Plaintiffs
against — William Gordon in his own right and as Executor of John Gordon decd, Mary Gordon Elizabeth Gordon, Ann Howard John Graham, William Herbert admr of Joseph Conway decd and James Cox and Fleet Cox Executors of Peter & Coys — Defendants

On Consideration of the motion of the plaintiff (which was made on yesterday) to subject the defendants William Herbert admr of Joseph Conway decd James Cox and Fleet Cox Executors of Peter & Coys decd and John Graham, which said Joseph Conway, Peter & Coys, and John Graham were securities for the faithful admin of the decd William Gordon, upon the Estate of John Gordon decd, as appears by their bond, filed among the papers in this cause, jointly with the said William Gordon, to the payment of the same decreed to be paid by the plaintiff, by the said William Gordon in and by the decree pronounced in this cause on the 5 day of October 1825, and hearing counsel in opposition to the said motion, it appearing that the plaintiff have used due diligence to procure the payment of the same by the said William Gordon. The Court doth adjudge and decree that the said William Herbert admr of Joseph Conway decd, and James Cox and Fleet Cox Executors of Peter & Coys decd, the former out of the Estate of their testator if so much of the said Estate respectively, the said admr & Executors, have in their hands the administration, and the said John Graham out of his own Estate, do jointly with the said William Gordon, pay to the plaintiff the sum of Ten thousand dollars, with interest at

(604) the rate of six per centum per annum on one thousand seven hundred & fifty dollars and sixty one cents past due from the 31st day of December 1821, until paid, and the costs by the plaintiff, expended in the prosecution of this motion.
Exhibit No 5

Virginia — At a superior Court of Chancery held in the Town of Fredericksburg on Monday the 11 day of May 1829

James M. Smith Executor of James Smith decd who was Trustee of Dennis Moore
against — Plaintiff
Edward Cole Sheriff of Northumberland County, Committee admr of William Gordon decd and Committee admr de bonis mort of John Gordon decd, Mary & Susan, Elizabeth Gordon, Ann Howard Isaac Harris, John Graham, James Cox and Fleet Cox, Executors of Peter & Coys decd, William Herbert

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Gordon died Elizabeth Gordon, Mary Gordon, and John Gordon in cases seen sight and as heirs
of John Gordon the elder and younger dec. James Coy and Fleet Coy Executors of Peter Dwy
dec'd, William Hubert administrators of Joseph Conway dec'd and John Graham - Defendants.
These causes came on to be heard together upon the papers formerly read in each of them
respectively and upon the amended and supplemental bills filed in each of them
respectively, and the answer of Edward Cole Sheriff adm'r of William Gordon in the
second case, and exhibits and examination of witnesses, filed since the former hearing
The Court forthwith settled in the first case, consenting to adopt the report of
Commissioner Beshin made in pursuance of the order of the first day of October
1821, entered in the second case of the administration of William Gordon dec'd upon
the estate of John Gordon dec'd and were argued by Counsel. On consideration thereof
and it appearing to the satisfaction of the Court that the said William died out of the com-
monwealth of Virginia Dumbert, and leaving no property or effects therein and that a
decree against his adm'r would be unavailing, and that the plaintiffs in the two suits
above named are now entitled to a joint decree against the said William Gordon
representative de bonis testator and against his securities or their representatives,
except as to John Gordon who died out of the Commonwealth, intestate insolvent
and leaving no personal representative therein, therefore the Court confirming the
said report of the Comm'r to which there is no exception and adjudging order and decree
that Edward Cole Sheriff of Northampton County adm'r of William Gordon who was Ex'r
of John Gordon dec'd, out of the assets of his intestate in his hands to be administered
if so much thereof, he has William Hubert adm'r of Joseph Conway dec'd out
of the assets of his intestate in his hands to be administered, if so much thereof
of he has, James Coy and Fleet Coy Ex'rs of Peter Dwy dec'd out of the assets
of their testator in their hands to be administered if so much thereof they
have, and John Graham as pay to the plaintiff in the first named suit
James in sum of James Smith dec'd the sum of Eleven hundred
and fifty four dollars and sixty one cents with interest at the rate of
Six per centum per annum on four hundred and eighty dollars and eighty
one cents past thereof from the 31st day of December 1821 until paid and
also the cost by him expended in prosecuting his said suit up to the
present time, it being manifest that the said costs are less than the

(505) The balance due to said William Gordon as Ex'r of John Gordon dec'd. The
Court doth further adjudge order and decree, that Edward Cole Sheriff of Northampton
County adm'r of William Gordon dec'd who was Ex'r of John Gordon dec'd out of the assets

of so to whom, and at what time, and for what price, and that he report the amount value
of said Tract of land respectively - The Court doth further order that, Edw and Colles ad mrs
de bonis mor of John Gordon did do render an account of his admin of said Estate before
the said Commissioners, all which the said Commissioners is directed to report to the Court
with any special matter that he may deem pertinent either party may require
Wm Chas Est (1829-97) Hogg - Test - J J Chace

Exhibit No 6

Virginia - At a Special Term of the Circuit Superior Court of Law and Chancery, held
for the County of Spotsylvania at the Court House in the town of Fredericksburg on the
28th day of September 1829

Wm & William and Allen Williams Executors of James Williams decd - Plaintiffs
against

William Herbert administrator of Joseph Conway decd, William Medelton admr of
Thomas Conway decd Edward Colles Sheriff of North, Committee admr of William Gordon
and Baldwin McLand, admr of William Pace decd - Fleming Bate admr with
the wife admr of Thomas Stokes decd, John Abraham, Sarah Cox & Fleet Cox Executors
of Peter & Cox decd the said Fleet Cox in his own right Mary Elizabeth Austin and
Peter & Cox an Infant Defendants

The Defendant Fleming Bate admr of Thomas Stokes decd being dead the said
debts be to him, and this came on to be heard upon the papers formerly read, the
papers in the case of William as Gordon, the supplemental bill of the plaintiffs filed
in the case, and the answer of the defendant Blackwood which, and was upon
the report of Commissioner Bate, made pursuant to the order of the 5 day of

(606) October 1829 pronounced in this cause to which there was no exception, &
was argued by counsel - On consideration whereof the Court approving of said
confirming said report, and being satisfied that there are no debts of the Estate
of William Pace in the hands of his administrators - And that Fleming
Bate and the admr of Thomas Stokes had fully administered the assets of his
intestate, he administered in his life time; and that any claim against this
Estate would be unavailing to the plaintiff, and it appearing from the rep
- ut of said Commissioner that the said William Herbert admr of Joseph Conway
decd is indebted to the Estate in an amount larger than that hereinafter de
- and; and that the Exors of Peter & Cox, are both indebted to the Estate of John
Stokes in a sum sufficient to discharge the amount herein after awarded,
And that the admr of Thomas Conway has assets of his intestate in his hands

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if this deed should prove unavailing either in whole or in part, - And liberty
is also reserved to any of the debts against whom this deed is intended
to apply here in such manner as they may be advised, for recourse against
any of the C. Defendants against whom they may be entitled to ultimate
recourse, or from whom they may respectively be entitled to Contribution

And at another day, to wit - On the 3^d of April 1832 the following affidavit
of William Micaletto was filed in this cause, which said affidavit is
in the words and figures following to wit

Northumberland County to wit - This day William Micaletto personally appeared
before me a justice of the peace for the County of York and made oath in
due form that William Herbert a party defendant in a suit depending
on the Chancery side of the Circuit Superior Court of Law and Chancery
for the County of York between James Cox and Fleet Cox Executors of Peter D Cox decd
and the said William Micaletto administrator of Thomas Conway decd plaintiff and Edward
Wells late Sheriff of Northumberland County administrator of William Conam decd and
other defendants is not an inhabitant of this Commonwealth - Given under
my hand this 3^d day of April 1832

J. H. Harvey

And on another day, to wit At a circuit Superior Court of Law and
Chancery Continued and held for the County of York at the Court house
chief on Monday the 4th of April 1832 - On motion of the Complainant

Copy by their Counsel, It is ordered that John Graham be appointed Guardian ad
litem to the defendant Juliaanna T Gordon who is an infant for the special purpose
of defending her in this suit

And at another day, to wit: At Rules held in the Clerk's office of the said Superior
Court of Law & Chancery for North County on day of 1832 came the
defendant John Graham Guardian of J & Gordon by his attorney & filed his answer
to J. Compe's bill, which said answer is in the words & figures following to wit
The answer of Juliaanna T Gordon an infant under the age of 21 years by John Graham
her appointed guardian addition to defend her, to a bill exhibited against her
and others by James Cox, & Fleet Cox Executors of Peter D Cox decd, and William

by his Counsel & said answer
words figures following, to wit,
the answer of Edward Cole late Sheriff of North County and in that character
admir of William Gordon did to the bill exhibited in the Circuit Superior Court
of Law and Chancery of the County of North in the Chancery side shewed by James
and Hubby Exors of Peter & Coy and William Bradstreet admr of the County
did against the said Edward Cole late Sheriff of North County & in that
character admr of William Gordon did, Martha & Susan, Julia Ann & Gordon, Cath
arine Nelson, Samuel Downing, Henry Downing, Thomas & Syano & Sarah his wife
William Herbert admr of J^r Conway did & James M Smith Exr of James Smith
did this respondent saving & reserving now and at all times here after all things
of exception to the many errors, imperfections and misstatements of fact in
the said bill contained, for answer thereto or to as much thereof as he is advis
ed is material for him to answer to he doth answer & say, that the Estate
of the said W^m Gordon did was committed on the day of by the Court
of North County to the hands of your respondent then Sheriff of said County for
admin in that character - that the said Gordon at the time of his death
and for some years before resided in the City of Washington District of Col
umbia that no goods, chattels or estate of the said W^m Gordon ever came
to the hands, knowledge or possession in any way whatsoever of your respondent except
the Exemption of the sum of five hundred and forty six dollars & one Cent which
was received in a suit prosecuted in the late Chancery Court of Fredericksburg
wherein the said W^m Gordon was a party in the name of Bradstreet & Co against
Reed & others, which sum was received by your respondent as Sheriff &
admr of said Gordon from Messrs Bustin & Deny plffs attorneys in that
case, that after having made such disbursements, as in the course of his
admin he became bound to do, he by an order of North County Court sealed
his admin before Master Commiferus Syano who reported a balance due
from your respondent to said Gordon's Estate of three Hundred & twenty

(608) Six dollars and ninety four Cents, which said judgment and report had
been returned to North County Court and admitted to record, for extract of
which is hereto annexed as a part of the answer - but your respondent as Sheriff
and admr as aforesaid has since paid over that balance to the Sheriff of
Westmoreland County in full of an Ex^r which issued from the Circuit Super
ior Court of Law and Chancery of Spottsylvania held in the town of
Fredericksburg in the name of Lewis & William & Allen Willcam admrs
of James Willcam did & W^m Herbert Exr of J^r Conway & others - so that
W^m has not now nor had he at the Commencement of this Suit in Cash

(609)
John James
1854, a
Principal
Mortgage

James alleged by the plaintiff in this bill to have been straddled by the said
William in his lifetime, your respondents know nothing of the other alleg-
-ation in the said bill contained, and make no admission in relation ther-
-eto. Your respondent having now as he conceives fully answered the Com-
-plainant's bill prays to be dismissed with a decree for his cost incurred
in his defense &c &c
Northumberland County Court

This day the within named Edward Cole personally
appeared before me the undersigned a justice of the peace of the County
aforesaid and made oath in due form of law to the within answer
Given under my hand the 3^d day of August 1832

J. C. Cox

And at another day, To wit, On the 4th of April 1833 the following Execu-
-tion was received & filed in this cause, which execution is in the words & figures
following To wit

The Commonwealth of Virginia To the Sheriff of Northumberland County. Greeting
You are hereby commanded, that of the goods & chattels of William Herbert adm^r
of Joseph Conway dec^d, James Cox and Thos. Cox Esq^s of Peter S. Cox dec^d, William
Wheaton adm^r of Thomas Conway dec^d, Edward Cole Sheriff adm^r of William
Jordan dec^d out of the estate of his intestate in his hands to be administered
if so much thereof the have and John Graham late in your bailiwick, you
caused to be made Two thousand, three hundred and seventy one dollar and
forty cents, with interest on one thousand, seven hundred and fifty dollars and
sixty one cents past thereof at the rate of six per Centum per annum from
the 31st day of December 1821 until paid which Levy S. Williams & Allen Williams
Executors of James Williams dec^d lately in our Circuit Superior Court of Law
and Chancery, of Spotsylvania County, decreed by law to be holden in the
town of Fredericksburg, have recovered against them in manner & form as
aforesaid by a decree of your said Court, also One hundred and twenty five dollars
and thirty cents for their costs by them about their suit in that behalf expended
whereof the said William Herbert adm^r of Joseph Conway and & his before named
associates are convicted as appears to us of record. And that you have the sum
at the Clerk's office of our said Circuit Superior Court of Law and Chancery in
the said town, on the first Monday in January next to render to the said
Levy S. Williams and Allen Williams Esq^s of James Williams dec^d

509 the decree and Oath of office: And have then thereupon made, Nicholas, James Shaw, Clerk of our said Court, at Fredericksburg, this 18th day of October 1831, and in the 56th year of the Commonwealth

for Jas. Shaw

Principal Paid in the within Execution
 Interest on \$1750.61 from 31st December 1821 till 29th December 1831
 Books
 \$2371.40
 1549.75
 125.30
 \$3546.45
 D. 29th By Sale of Negroes \$1100 - By cash \$2149.49 - Com. deducted 3175.50
 370.98
 Interest from 29th Dec 1831 till 13th February 1832. 2.78
 373.76
 Sheriff's Commission 2 percent 7.47
 381.23
 1832 February 13th By Cash of Edward Cole 376.94
 4.29
 4.29

B. the Balance of J. Conway's adm^r & Fleet Coy's adm^r.
 These negroes are given up under this Exⁿ by William Micaletta adm^r of Thomas Conway, dec^d which was sold on the 29th December 1821 and purchased by the Captain John Micaletta in the following manner, to wit, Man Peter 22 years of age sold for \$350 - Henry 23 do for \$350 Betsy 40 do for \$200 and Matilda 20 do for \$200 and in addition to the sales of these negroes, the said adm^r pays me in cash on said 29th Dec 1821 \$324.74^{1/2} and on the said 29th Dec 1821 Fleet Coy Ex^r of Peter & Betsy and pays me in part of this Exⁿ \$1624.74^{1/2} and on the 13th of February 1832 Edward Cole Sheriff adm^r of William Gordon and pays me also on this Exⁿ \$376.94 and the said William Micaletta adm^r as aforesaid on the 14th of September 1832 pays me the further sum of \$2,149.75 and on the said 14th of September 1832 Robert Bailey adm^r of Fleet Coy who was Ex^r of Peter & Betsy and pays me \$2,149.75 which several sums together makes the full amount of the within Exⁿ, including principal, interest cost and Commission which have been paid over (except my Commⁿ) to the plaintiff as will appear by reference to his receipt hereon and herewith annexed.

Ben^d Walter D. S. of

Attest

Per

James J. M. C.

James J. M. C.

And now at this day, to wit, At a Circuit Superior Court of Law & Chancery continued and held for the County of Northumberland at the Court House thereof on Friday the 5th of April 1833
 the Plaintiff Fleet Coy being and the cause thereby abated is between and the defendants James J. Gordon, John Graham, Catherine Nelson, Samuel Downing, George Downing

\$200 and in addition to the sale of these negroes, the said amount of
on said 29 Dec 1831 p^d \$24.74^{1/2} and on the said 29 Dec 1831 Fleet Coy Exp^d of
Peter & Coy and p^d in part of this Exp^d \$1624.74^{1/2} and on the 13 of February
1832 Edward Colles Sheriff admin of William Benson and p^d also on this Exp^d
\$376.94 and the said William Middleton admin as aforesaid on the 14 of September
1832 p^d and the further sum of \$214^{1/2} and on the said 14 of September
1832 Robert Bailey admin of Fleet Coy who was Exp^d of Peter & Coy and p^d me \$224^{1/2}
which several sums together makes the full amount of the within Exp^d, including
principal, interest costs and Commission which have been paid over (except my Commⁿ)
to the plaintiff as will appear by reference to his receipt hereon and hereunto annexed
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James J. M^d
J. C. Chut^d

And now at this day, to wit, At a Circuit Superior Court of Law & Chancery
continued and held for the County of Northumberland at the Courtroom thereof on
Friday the 5 of April 1833.
The Plaintiff Fleet Coy being dead the cause thereby abates as to them and the sub
poenas awarded on this cause having been returned executed on the defendants
Martha J. Gordon, John Graham, Catherine Nelson, Samuel Downing, George Downing
Thomas S. Syano & Sarah his wife and James M. Smith Exp^d of James Smith dead
and more than four months having elapsed since the return days of the said
subpoenas, and those defendants still failing to answer the bill of the pl^{ff}
the same is taken for confesse as to them, and the defendant M^d Gilbert
admin of Joseph Conway, said who is not a resident of this Commonwealth
and against whom the pl^{ff} have provided in the mode prescribed by law
as to absent defendants still failing to appear and answer the bill of the

(610) Plaintiff. This cause came on to be heard on the bill of the pl^{ff},
answers of the other defendants and exhibits, and was argued by Counsel
On Consideration whereof the Court doth adjudge, order and decree that
Thomas S. Syano be and is appointed Commissioner for that purpose, making
sale of all that of land with the appurtenances conveyed by J^{ms} Gordon
to Thomas J. Downing, on date the 27 day of February 1833, the other
date the 13 day of July 1833, copies of which are filed as exhibits
in this cause as so much thereof as may be necessary to raise the

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office

Sum of \$32 59. 49 Cents, with interest thereon from the day of a decree
1831 till paid, and the Cost and Charge of such sale upon a credit of
6 months, Taking from the purchaser a purchaser bond with good security
and retaining the legal title to the land sold as a further security for
the purchase money & having previously given notice of the time & place
of such sale by advertisement published in some newspaper in the
City of Richmond at least forty days before the day of sale and
posted at the front door of the Court house of this County And the said
Commissioner is hereby directed if it should not be necessary to make sale
of the whole tract of land with the appurtenances, to raise the Amount
aforesaid; to make sale of that part conveyed by the said deed of the
25 day of February 1806 before making sale of that part or any part
thereof conveyed by the said deed of the 15 of July 1807 - But if it
should be necessary to make sale of the whole of the said tract of land
with the appurtenances, to raise the Amount aforesaid, then either
to make sale of the whole of the said tract of land with the appur-
tenances together or in such parcels thereof as he shall deem
most advantageous, and that he make report of his proceedings
therein to the Court

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Plas at the Court House of the County of Northumberland before
the Judge of our Circuit Superior Court of Law and Chancery for the said
County on the 5 day of April in the year one thousand eight hundred and
thirty three

Before the Honorable John Taylor Esq Judge of the said Court
Be it remembered that herebefore, to wit: At Rules held in the Clerk
office of said Circuit Superior Court of Law & Chancery for said County,
for the month of April in the year 1822 came Ruchal Moom & Ann his
wife who was Ann Crowder a daughter of Thomas Crowder decd. Fleming Crowder
by the said Ruchal Moom his son & next friend and Thomas Crowder by
Ruchal Butley his guardian & next friend, by their Attorney and filed their
Bill of Complaint against Edwin Crowder adm^r of Thomas Crowder decd.
Nevam Davis and Robert Welch. Which said bill & exhibit refer to & file each
with, as in the words & figures following, to wit:

To the Honorable John Taylor Esq Judge of the Circuit Superior
Court of Law & Chancery for the County of Northumberland. Humbly
Complaining shew unto your Honor, your Extra & Acting Ruchal Moom and
Ann his wife who was Ann Crowder daughter of Thomas Crowder decd &
Fleming Crowder by the said Moom his son & next friend & Thomas Crowder
by Ruchal Butley his son & next friend which said Fleming & Thomas are also
children of said Th^o Crowder decd. that sometime in the year 1828, the said Th^o
Crowder decd being possessed of a considerable personal Estate, departed this
life intestate, leaving your Extra & your Extra Fleming & Thomas Crowder
his only distributees, your Extra & Acting further shew that upon or soon after
the death of the said Thomas Crowder a certain Edwin Crowder obtained letters
of administration on the Estate of the said intestate, to be granted to him
by the County Court of Northumberland, who with Nevam Davis & Robert
Welch his securities entered into & acknowledged a bond in the penalty of
\$300. Conditioned for the faithful administration of said Estate, which
will more fully appear by an Official copy of said bond marked A
hereto annexed & prayed to be taken as part hereof. By Virtue of which said
letters of administration, the said Edwin Crowder has possessed himself of
the personal estate & effects of the said intestate to an amount greatly
more than sufficient to pay his funeral expenses & just debts, your Extra
& Acting further shew that they have frequently applied to the said Edwin
Crowder & requested him to come to said Court & true acct of the personal estate
& effects of the said intestate possessed by him as aforesaid & to pay to your
Extra & Acting such distributive shares of the clear residue thereof

by the County Court of Richmond a bond in the penalty of \$300 - Conditioned for the faithful administration of said Estate, which will more fully appear by an Official copy of said bond marked A hereto annexed & prayed to be Taken as part hereof. By Virtue of which said letters of administration, the said Edwin Bernard has possessed himself of the personal estate & effects of the said intestate to an amount greatly more than sufficient to pay his funeral expenses & just debts, Your Orators & Oratrix further shew that they have frequently applied to the said Edwin Bernard & requested him to come to Court & true act of the personal estate & effects of the said intestate possessed by him as aforesaid & to pay to your Orators & Oratrix respectively their distributive shares of the clear residue thereof which reasonable request the said Edwin has failed to comply, all which actings and doings of the said Edwin are contrary to equity and good Conscience, In Tender Consideration whereof and for as much as your Orators & Oratrix are without remedy save by the interference of a Court of Equity, To the end sheweth that the said Edwin Bernard admits of the Consideration of the said Maria Davis & Robert Welch his perquisites may be made up & that the said debt may answer the funeral & that an account may be Taken by & under the direction of this Honorable Court of the personal estate & effects of the said intestate, Thomas Bernard possessed

(612) by or come to the hands of the said Edwin or to the hands of any other person by his order or for his use - And also an act of the said intestate, funeral expenses & just debts, and that the said intestate's personal estate may be applied in a due course of administration & that the clear residue thereof may be ascertained & that your Orators & Oratrix may be respectively paid their distributive shares of such clear residue - & that your Orators would grant to them such other relief as may be consonant to equity - They as in duty bound will ever pray &c

The Exhibit referred to in the foregoing bill is in these words & figures following, to wit,

Exhibit A

On the 1st day of March 1811 I the said Edwin Bernard

613
and the
of on a
this
being
Suffice
the sa
And
order
and
Thomas
Com
self

and several, giving
this 8 day of December one thousand eight hundred and twenty eight
The Condition of this Obligation is such, that if the said Edwin
Crawford admit of the goods, Chattle, and Credits of Thomas Crawford
did do make a true and perfect inventory of all and singular the good
Chattle, and credits of the said decd, which have or shall have or shall come
to the hands, possession or knowledge of him the said Edwin Crawford
or in the hands in possession of any other person or persons for him; and the
same so made, as aforesaid with the County Court of North where
he shall be thereunto required by the said Court; and such good
Chattle and Credits as need and truly administer according to
law, and further do make a just and true account of his acting
and doing therein, when thereunto required by the said Court;
and all the rest of the said good Chattle and Credits which shall
be found remaining upon his account of the said admr the same
being first examined and allowed by the Justice of the said Court for
the time being, and shall deliver and pay unto such persons respectively, as are
entitled to the same by law; and if it shall hereafter appear that any last will
and Testament was made by the said, and the same be proved in Court, & the
Exor obtain a Certificate of the probat thereof, and the said Edwin Crawford do
such case being req; order and deliver up his letter of admr, then this Obligation
to be void, else to remain in full force and virtue

Edw & Co. in
presence of the Court

Edwin Crawford Jr. (Seal)
Hiram Davis (Seal)
Robt Welch Jr. (Seal)

Copy - Test.

M. B. Wallace

618 And at another day to wit: At a circuit Superior Court of Law
and Chancery held for the County of Rockhampton at the Court house there
on Friday the 19 of October 1832
this day came on the heels on the bill and Exhibits & it appeared
to the Court that the bill of the Complainant has been filed and
Subpoena served more than four months & the debts were failing to answer
his bill. the same is taken for confessed as to the said defendants,

And was argued by Counsel, on Consideration whereof the Court doth
order and decree that the Aft Edwin Cruder admr of Thomas Cruder
do settle an account of his actings & doings as admr of the said
Thomas Cruder dead before the Commissioners of this Court, And the said
Commissioners do state specially any matter deemed judicious to be
settled by which may be required by either party.

The following is the Commission notice on a copy of the above decree & sent
by the Commission office

Northumberland Court house Decr 12th 1832

The parties interested will please take notice that I have appointed the
16th day of January next to commence the account directed in the foregoing
Order of Court which day at 11 o'clock A.M. they are requested to attend
at my office in the jury room, Northumberland Court house, with their
accounts and vouchers, ready for examination and settlement and office
copies of the necessary Court papers

Thomas S. Sydnor Commissioner

Sheriff's Return

Executed on Ruskal Iron and Am his wife the 26th of December 1832 and
on said Ruskal Iron son of Fleming Cruder & Thomas Cruder the same day
And on Edwin Cruder admr of the Cruder dead & Robert Welch December
29th 1832 - Not Executed on Hiram Davis because not found

John Helly J.S.
Jr W. Henderson Shff

And on another day to wit. On the 5th day of February in the year
1833 the following Commission Report was received & filed in this Cause
to wit.

644

Dr. The Estate of Thomas Cravcher dec'd in account with

1828

Decemb 11,	To Cash paid Nathan Mann for Coffin -	Receipt	4 00
	Said Elisha Peckin Constable Amount of an execution		
	in favour of Edward A. Wade	Receipt	5 86
	Said Isaac Mayors for appraising Estate -	Receipt	1 00
	Said Thomas Biny for appraising Estate -	Receipt	1 00
	Said John S. Heston for appraising Estate -	Receipt	1 00
	Said John S. Heston for crying the property -	Receipt	25 00
	Said John S. Heston for digging the grave -	Receipt	25 00
	Said Mansfield Deason	Receipt & Receipt	1 63
1820 Sept 13,	Said Noah A. Cockrille Constable in full of an		
	Execution in favour of Joseph H. Lee -	Receipt	2 18
1831 March 14,	Said Little Amount of an Execution in favour of		
	Lindsey Davis' administrator	Receipt	7 95
	Said Remond Surgeon	Receipt & Receipt	1 88
	Said Clerk of the County Court fee bill		21 56
	Said Clerk of the General Court fee bill		18
	Said Master Commissioners fee bill		3 00
	Commission on \$218.74 per -	5 per Cent	10 90
	Balance due		266 23

318 38

To Hugh Mann & Son his wife per part - \$88.74 1/2
 To Thomas Cravcher per part - 88.74 1/2
 To Henry Cravcher per part - 88.74 1/2

266 23

6/5th 1828
Crawley his adm^r - Contre

Dec 11 By Appt of the account of Sales of the Estate sold
this day at public Auction to the highest bidder } 318 38
on a credit of 12 Months

Jan 24 By Balance due the Estate p Contre -
with Interest thereon from the 11th Decem^r 1828
rentes par

318 38
266 23

677 Croutcher adm^r of Thomas Croutcher dec^d

22/Jan/29 By your 1/2 part of the balance reported by Commissioner Sydney to
his friends and on my adm^r account with interest thereon } 88 7 1/2
from the 11th December 1829

22/Jan/29 By Balance due them per Cent^g } 88 7 1/2
with interest thereon from the 11th of December 1829 until paid } 2 5 3/4

22/Jan/29 By his 1/2 part of the balance reported by Commissioner Sydney to
his friends and on my account of my adm^r of his dec^d Father } 88 7 1/2
Thomas Croutcher dec^d
with interest thereon from the 11th of December 1829 till paid
By interest on \$88 7 1/2 from the 11th December 1829 to the
11th January 1832 is 2 years & 1 month } 11 08

22/Jan/29 By Balance due the plaintiff Thomas Croutcher per Cent^g } 99 82
with interest thereon from the 11th of January 1832 } 45 31
until paid

Croutcher adm^r of Thomas Croutcher dec^d Croutcher 10 1/2
22/Jan/29 By his 1/2 part of the balance reported by Commissioner Sydney to
his friends and on my account of my administration of his dec^d Father } 88 7 1/2
Thomas Croutcher

(68) Pursuant to the within decreed order of the Circuit Superior Court of Law and Chancery of Northumberland County dated the 19th day of October 1832 the undersigned Commissioner having given the within notice to the parties interested in the 16th day of January 1833 in presence of Rusha Morn and Cassin Crowther Community the foregoing accounts of Cassin Crowther administrator of Thomas Crowther decd and also a separate account with each of the plaintiff and report that I find a balance due from Cassin Crowther administrator of Thomas Crowther decd to the plaintiff Rusha Morn Ann his wife who was Ann Crowther a daughter of Thomas Crowther decd the sum of Ten dollars and thirty three and a half cent with interest thereon from the 11th of December 1829 until paid

That I find a balance due from Cassin Crowther administrator of Thomas Crowther decd to the plaintiff Thomas Crowther {Son of Thomas Crowther decd} of the sum of Fifty five dollars and thirty one Cents with interest thereon from the 11th January 1832 until paid

That I find a balance due from Cassin Crowther administrator of Thomas Crowther decd to the Plaintiff Fleming Crowther {Son of Thomas Crowther decd} the sum of eighty eight dollars and seventy four Cents with interest thereon from the 11th of December 1829 until paid - All of which is most respectfully submitted - Given under my hand at my office this 24th January 1833
Thomas S Sydnor Commissioner

Commissioner's Office North Carolina Feb 4 1833

The foregoing accounts and report having been completed more than 10 days and retained in my office for the examination of the parties, and no objection or exception being taken thereto the same are returned to Court
Thomas S Sydnor Commissioner

And now at this day to wit. At a Circuit Superior Court of Law and Chancery Continued and held for the County of Northumberland at the Court House thereof on the same day and year first herein mentioned, to wit On the 5 day of April 1833 It appearing to the Court that Rusha Butty the guardian & next friend of the infant plaintiff Thomas Crowther is dead - It is ordered that Rusha Morn be appointed next friend to the said infant and the cause come on to be again heard on the papers formerly read & the report of Commissioner Sydnor made pursuant to the Order in this Cause of the 19th day of October 1832, to which there is no exception. It was agreed by Counsel, On Consideration whereof the Court approving and confirming the said report with certain amendments and directions that the said defendant has to the

the Court found them on the same day and year first herein mentioned, to wit
On the 5 day of April 1833. It appearing to the Court that Ruskia Butty
the guardian & next friend of the infant plaintiff Thomas Cravens is ad-
It is ordered that Ruskia Moon be appointed next friend to the said infant
and the cause came on to be again heard on the papers formerly read & the
report of Commissioner Syano made pursuant to the Order in this Cause of
the 19 day of October 1832, to which there is no exception. It was argued
by Counsel, On Consideration whereof the Court approving and confirming the
said report, with a judgment and decree that the Defendants pay to the
plaintiffs Ruskia Moon & her wife \$2,33 1/2 with interest from 11 December
1829 till paid - to the plaintiff Fleming Cravens \$88.74 with interest from
11 December 1829 till paid & to the plaintiff Thomas Cravens \$45.21 with inter-
est from 11 of January 1832 till paid. But no execution is to be issued on the
above decrees respectively till the said plaintiffs respectively or some person
for them respectively shall have entered into bond with good security on
a penalty of double the amount decreed to each plaintiff respectively
with Condition to defend respectively their own proportion of any debts

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(20) or Claims against the Estate of Thomas Cravens died which may hereafter
appear and the Costs of answering the same and Liberty is reserved to the debt-
ors and Melch respectively to apply to this Court for a decree against the
Defendant Cravens in case they or either of them shall be compelled to pay
the sums decreed as aforesaid or either of them or any part thereof.

In pursuance of the above decree, the following bond was received & filed the 19 of
April 1833 in this cause to wit
\$4272, 76 Cents - It was all men by these presents That we Ruskia Moon &
John A Crocker are held and firmly bound unto Edward Cravens adm^r of
Thomas Cravens died on the sum of Two hundred and seventy two dollars and seventy
six cents to the payment whereof well and truly Thomas we bind ourselves we
and each of our heirs, Executors jointly and severally, firmly by these presents
sealed with our seals and dated the 19 of April 1833.
The Condition of the above Obligation is such that if the above bound Ruskia Moon
and Fleming Cravens and Thomas Cravens who are legal heirs and distributees of
the Estate of Thomas Cravens and shall refuse their own proportion of any debts
hereafter, to wit the said estate and the Costs of answering

621

Northumberland District, Exchequer term 1796

County town James Kelly complainant of Robert Clutshere in custody of a plea for that whereas upon the day

Kelly
Clutshere

of April one thousand seven hundred and ninety three at the Parish of County of Northumberland the said Kelly was indebted to the said Clutshere in the sum of two hundred eight pounds nineteen shillings seven pence half penny for divers goods wares and merchandizes by the said Kelly to the said Clutshere before that time at the special instance & request of the said Clutshere at the Parish of County of Northumberland sold and delivered. And being so indebted the said Clutshere afterwards to wit upon the day and year aforesaid and at the Parish County of Northumberland in consideration thereof did undertake and to the said Kelly faithfully promised and assumed that he the said Clutshere the two hundred & eight pounds nineteen shillings and seven pence half penny aforesaid unto the said Kelly would well & truly content and pay whenever after he the said Clutshere should be thereunto required. And whereas the said Clutshere afterwards (that is to say) the same day and year at the County and Parish aforesaid in consideration that the said Kelly at the like special instance and request of him the said Clutshere had before that time sold and delivered to him the said Clutshere divers other goods wares and merchandize of him the said Kelly he the said Clutshere undertook and to the said Kelly then & there faithfully promised that he the said Clutshere would well and truly pay the said Kelly so much money as the goods wares and merchandize last mentioned at the time of the sale and delivery thereof were reasonably worth when afterwards the said Clutshere should be thereunto required. And the said Kelly avers that the said goods wares and merchandizes last mentioned at the time of the sale and delivery thereof by him the said Kelly to him the said Clutshere as aforesaid were reasonably worth other two hundred and eight pounds nineteen shillings and seven pence half penny of which the said Clutshere had notice. And whereas the said Clutshere afterwards to wit the same day and year was indebted to the said Kelly in other two hundred and eight pounds nineteen shillings and seven pence half penny for the work & labour of him the said Kelly by him in & about the business of him the said Clutshere at the special instance & request of him the said Clutshere before the said Kelly and being so thereupon indebted the said Clutshere in consideration thereof afterwards to wit

the said Def^t undertook and to the said Pl^t then & there faithfully promised that he the said Def^t would well and truly pay the said Pl^t so much money as the goods wares and merchandize last mentioned, at the time of the sale and delivery thereof were reasonably worth, when afterwards the s^d Def^t should be thereto required. And the said Pl^t avers that the said goods wares and merchandizes last mentioned at the time of the sale and delivery thereof by him the said Pl^t to him the said Def^t as aforesaid were reasonably worth other two hundred and eight pounds nineteen shillings and seven pence half penny of which the said Def^t had notice. And whereas the s^d Def^t afterwards to wit the same day and year, was indebted to the said Pl^t in other two hundred and eight pounds nineteen shillings and seven pence half penny for the work & labour of him the said Pl^t by him in & about the business of him the s^d Def^t at the special instance & request of him the s^d Def^t before that time done and performed, and being so thereupon indebted, the s^d Def^t in consideration thereof, afterwards to wit the same day & year aforesaid at the County aforesaid undertook & to the s^d Pl^t then and there faithfully promised that he the s^d Def^t the said two hundred and eight pounds nineteen shillings seven pence half penny last mentioned to the said Pl^t when afterwards he should be thereto required would well & faithfully pay & consent. And whereas the s^d Def^t afterwards to wit (that is to say) the same day & year at the Parish & County aforesaid in consideration that the said Pl^t at the like special instance and request of him the said Def^t had before that time done other work & labour done & performed for him the s^d Def^t he the s^d Def^t undertook & then & there faithfully promised that he the s^d Def^t would well & truly pay the said Pl^t so much money as the work & labour done at the time of the performance thereof were reasonably worth when afterwards the said Def^t should be thereto required. And the s^d Pl^t avers that the said work & labour &c were reasonably worth at the time of the performance of the same other two hundred and eight pounds nineteen shillings seven pence half penny. Nevertheless the said Def^t regardless of his several promises and undertakings made as aforesaid but contriving & fraudulently inducing the s^d Pl^t in this behalf subtilly to deceive & cheat, the said several sums or any part of them to the s^d Pl^t hath not yet paid (altho the said Pl^t has often required him the s^d Def^t thereto but the s^d Def^t has ever refused and still doth refuse to pay the said Pl^t any part of them to the damage of the s^d Pl^t of £400 & thereupon he brings his suit.

J. T. Brooke p. q.

1794 May Rules . . . Common Order against Defendants
 Judge Rules . . . Common Order confirmed & Judgment & Order for a writ of inquiry of Damages
 September Court . . . Continued

At a Superior Court held for the District of Richmond, Westmoreland and Northumberland counties at the Courthouse of Northumberland County on Saturday the 4th of April 1795

James Kelly. . . Pl^t
 against
 Robert Mitchell . . . Def^t.

3 In Cases

This day came the Parties by their Attornies, and on the motion of the Defendant it is ordered that the Judgment obtained in this suit at the Rules in the Clerks Office, and the Order for a writ of inquiry of damages be set aside, and thereupon he pleads non assumpsit. & quare.

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at the Court-house of Northumberland County on Monday the 6th of April 1795

James Kelly . . . Pl.
against
Robert Mitchell . . . Def. } In banc

This day came the Parties by their Attornies. & thereupon came also a Jury to wit Lofris Jones, George Robertson, Daniel Moxley, Hill Jaques, Blackman McKee, John Hall, Thomas Harvey, Bridgar Haynes, Joseph Hague, Ewell Alexander, Humphry Pope & John Edwards who were elected, tried and sworn well and truly to try the issue joined between the Parties, whereupon by consent of the Parties, and with the assent of the Court, Lofris Jones one of the Jurors of the said Jury is withdrawn, and the Jurors of the said Jury from rendering their Verdict of and upon the premises are altogether discharged, and the Parties mutually submit all matters in difference between them in this cause to the final determination of John Pelfield and Richard Brewer, and in case they disagree in their opinion then to an Umpire, and agree that their Awar or the Awar of such Umpire thereupon shall be returned and made the Judgment of the Court, and the Parties further agree that if either of them shall fail to attend, having ten days notice of the time and place of such determination that then the said Referee proceed without the Party so failing, and the same is ordered accordingly.

September Court . . . Continued

At a superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at Northumberland Court-house on Monday the 11th of April 1796

James Kelly . . . Pl.
against
Robert Mitchell . . . Def. } In banc

This day came the Parties by their Attornies, and the referees in this cause this day returned their Awar in these words to wit, "Agreeable to an Order of the Honble the District Court bearing date the 6th of April 1795 appointing us to determine all matters of difference ^{finally} between James Kelly Pl. & Robert Mitchell Def. We the subscribers by virtue of this said Order after due notice having been given, having had before us the Parties to the said suit, and having considered the exhibits and evidence to us produced do award a balance due the said Kelly from the said Mitchell of two hundred & three pounds eleven shillings and eleven pence agreeable to an Ac^t herewith annexed Given under our hands this 25th day of March 1796

Rich^d Brewer
John Pelfield

Whereupon it is considered by the Court that the said Awar be established, and that the Plaintiff recover against the Defendant two hundred and three pounds eleven shillings and eleven pence agreeable to the said Awar.

At a superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at Northumberland Court-house on Friday the 8th of April 1796

James Kelly . . . Pl.
against
Robert Mitchell . . . Def. } In banc

The Defendant by his Attorney tendered to the Court a Bill of exceptions, which was received sealed and signed and ordered to be made part of the record in this cause, which is in these words to wit,

"Kelly . . . The Plaintiff in this cause . . . the Court be Judgment agreeable to the Awar of the Commissioners

1795
May 1st

Chamber

Dining room

Dining room
of Court

Cover Chamber

Over dining

against
Robert Mitchell . . . Def. } In case

This day came the Parties by their Attornies, and the referees in this cause this day returned their Award in these words
to wit
"Agreeable to an Order of the Honble the District Court bearing date the 6th of April 1795 appointing us to determine
all matters of difference ^{finally} between James Kelly Pl^t & Robert Mitchell Def. We the subscribers by virtue of the
said Order after due notice having been given, having had before us the Parties to the said suit, and having
considered the exhibits and evidence to us produced do award a balance due the said Kelly from the said Mitchell
of two hundred & three pounds eleven shillings and eleven pence agreeable to an Acc^t herewith annexed, Given under
our hands this 25th day of March 1796

Rich^d Brewer
John Belfield"

Whereupon it is considered by the Court that the said Award be established, and that the Plaintiff recover against
the Defendant two hundred and three pounds eleven shillings and eleven pence agreeable to the said Award.

At a superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland begun at
Northumberland Courthouse on Friday the 8th of April 1796

James Kelly . . . Pl^t
against
Robert Mitchell . . . Def. } In case

The Defendant by his Attorney tendered to the Court a Bill of exceptions, which was received sealed and signed and
Ordered to be made part of the record in this cause, which is in these words to wit,

"Kelly
vs
Mitchell } The Plaintiff in this cause moves the Court for Judgment agreeable to the Award of the Commissioners
in this case appointed to determine the matters in dispute between the said Pl^t and Defendant, but the
Defendant by his Counsel moves the Court to reject the Award for the reasons contained in the Affidavit of the said Pl^t
which said Affidavit is annexed to the Account furnished the said Defendant by Richard Brewer one of the Commissioners
but the Court overruled the objection to the said Award made on the 25th day of March 1796, and therefore the Attorney
for the said Defendant did thereto except, and prays the Court to allow this his Bill of Exceptions which is
accordingly done

Jos. Paulis (seal)
Jos. Jones (seal)"

And on the Prayer of the Defendant, an Appeal is granted him from the Judgment obtained by the Plaintiff &c

688

this cause on the third day of this term to the first day of the next Court of Appeals. John James claimed his security
having entered into and acknowledged a Bond according to Law.

This day Robert Mitchell made oath before me that he has received no notice from James Kelly to attend
Richard Brewer & John Belfield since the 1st of September last and that the Account herewith annexed in the hands
writing of the said Richard Brewer was by him delivered to the said Robert Mitchell on some day in last September
Given under my hand this 24th of April 1796

John Gordon

against
Robert Mitchell . . . Def. } In case

This day came the Parties by their Attornies, and the referees in this cause this day returned their Award in these words
to wit
"Agreeable to an Order of the Honble the District Court bearing date the 6th of April 1795 appointing us to determine
all matters of difference ^{finally} between James Kelly Plt & Robert Mitchell Def. We the subscribers by virtue of the
said Order after due notice having been given, having had before us the Parties to the said suit, and having
considered the exhibits and evidence to us produced do award a balance due the said Kelly from the said Mitchell
of two hundred & three pounds eleven shillings and eleven pence agreeable to an Acc^t herewith annexed, Given under
our hands this 25th day of March 1796

Rich^d Brewer
John Belfield"

Whereupon it is considered by the Court that the said Award be established, and that the Plaintiff recover against
the Defendant two hundred and three pounds eleven shillings and eleven pence agreeable to the said Award.

At a superior Court held for the Districts of Richmond, Wiltshire, Lancaster and Northumberland begun at
Northumberland Courthouse on Friday the 8th of April 1796

James Kelly . . . Plt
against
Robert Mitchell . . . Def. } In case

The Defendant by his Attorney tendered to the Court a Bill of exceptions, which was received sealed and signed and
Ordered to be made part of the record in this cause, which is in these words to wit

"Kelly
Mitchell } The Plaintiff in this cause moves the Court for Judgment agreeable to the Award of the Commissioners
in this case appointed to determine the matters in dispute between the said Plt and Defendant, but the
Defendant by his Counsel moves the Court to reject the Award for the reasons contained in the Affidavit of the said Plt
which said Affidavit is annexed to the Account furnished the said Defendant by Richard Brewer one of the Commissioners
but the Court overruled the objection to the said Award made on the 25th day of March 1796, and therefore the Attorney
for the said Defendant did thereto except, and prays the Court to allow this his Bill of Exceptions which is
accordingly done

Jos. Paulis (seal)
Jos. Jones (seal)"

And on the Prayer of the Defendant, an Appeal is granted him from the Judgment obtained by the Plaintiff &c

688

this cause on the third day of this term to the first day of the next Court of Appeals. John James claimed his security
having entered into and acknowledged a Bond according to Law.

This day Robert Mitchell made oath before me that he has received no notice from James Kelly to attend
Richard Brewer & John Belfield since the 1st of September last and that the Account herewith annexed in the hands
writing of the said Richard Brewer was by him delivered to the said Robert Mitchell on some day in last September
Given under my hand this 24th of April 1796

John Gordon

Given under my hand this 24 of April 1796

John Gordon

1796	Mr. R. Mitchell to James Kelly. D ^d	
May 12	To 9 brick moulds 13/6 & cellar windows	2. 2. 6
	138 square framing	4/4 28. 16. 4
	33 7/5 D ^d weather boarding	5/6 9. 5. 7 1/2
	28 9/7 D ^d shingling	7/6 8. 7. 4
	Dressing 2200 shingles	4/1 8. 9. 2
	shaking 401 light fashes	5 10. 0. 6
	28 9/7 Lathing	1/3 1. 16. 2
	21 windows frames	9/1 9. 9. 0
	1 small D ^d	7/1 2. 9. 0
	9 post gutters	6/1 2. 16. 0
	340 square feet cornice	1/1 11. 0. 0
	1 Cornice windows 25/1 146 feet to Table 27 1/2	2. 1. 9
	1 pediment 20/1 front folding door 36/1	2. 16. 0
	1 Passage Door	1. 4. 0
	cellar both 4 steps	2. 0. 0
	2 cellar Doors	1. 0. 0
Chamber	2 7/6 square tongues & gr ^d flooring	13/9 2. 0. 8
	66 1/4 single cornice	5 1. 13. 2
	48 4 Gable	20 4. 0. 6 1/2
	1 Chimney piece	1. 15. 0
	3 big Panneel Doors	15/1 2. 5. 0
	3 Chimney frames 26/1 5 corner boards 19/1	3. 0. 0
	2 corals & shelves	1. 4. 0
	glazing 401 lights of sashes	2 3. 6. 10
Living room	2 9/1 Clear laid flooring	18/2 2. 13. 5
	Am: bro: over	£ 13 3. 12. 7 1/2
Dining room	To 60 feet 1 inch dado	20 5. 0. 0
Cont: 6	1 cup board 35/1 70 9 cornice	8 2. 10. 0
	1 Chimney piece 25/1 1500 panneel door 15/1	2. 0. 0
Over Cham:	2 7/6 flooring tongues & grooves	13/9 2. 0. 5
	3 big panneel doors	15/1 2. 5. 0
	66 1/4 cornice 23/1 2 clove 1 4. 0	2. 17. 0
	48 1/4 base 1/2 48 1/4 Chair board 9/1	18
	1 Chimney piece	15
	3 big panneel doors	15/1 2. 5. 0
Over dining room	2 9/1 flooring tongues & grooves	13/9 2. 0. 7
	70 9 inches cornice	6 1. 15. 6
	60 feet base 1/2 70 9 Chair board 2/1	1. 5. 0
	1 Chimney piece	15
	1 cup board	1. 0. 0
	1 big panneel door	15
Refuge	2 1/5 Clear laid flooring	18/1 1. 18. 9
	1 7/4 square joint	7/6 8. 4
	28 1/4 base 1/2 38 1/4 Chair board 2/1	14. 2
	Running up the stairs	10. 0. 0
	1 big panneel door	15
Over Refuge	258 tongues & grooves flooring	13/9 2. 9. 2
Store room	28 1/4 base 1/2 38 1/4 Chair board 9/6	14. 3
	28 feet base in store room	1/2 4. 9

1 big pannel door	15
1 trap door	6
Am: brought over	£ 180. 12. 7 1/2
To 40 30 tongue & grooves flooring	13/9 2. 18. 2
48 9 base 1/2 29 3 Chair board	3 15. 9
2 big pannel doors	15 1. 10. 0
900 feet shingling	7 3. 3. 0
10 7/8 feet shingling	3/6 1. 17. 7 1/2
dressing 3500 shingles	@ 4/1 14
2 1/5 leather boarding	@ 5/6 12. 6
1 pediment 20/1 24 light fashes	12
Casing 2 small windows	4/1 8
1 folding door 27/1 1 pannel door 15/1	2. 5. 0
1 7/6 square flooring @ 13/9	1. 0. 7 1/2
4 1/2 shingling @ 7/6 4 1/2 lathing 1/3	1. 18. 8
Cutting seats in Parapets	10
Blanketing & putting up Chair board	12
7 1364 feet shingling	7/1 4. 15. 6
25 square framing	3/6 4. 11. 0
Dressing 7500 shingles 20/1 5 Dorm: Wind: @ 25/1	12. 15. 0
9 square shingling	@ 7/6 3. 7. 6
making 112 light fashes	6 2. 16. 0
boxing 4 windows	5/1 1. 0. 0
12 dead lights in windows	7. 6
60 feet cornice	1/1 3. 0. 0
9 square lathing	1/3 0. 11. 3
	£ 234. 0. 5 1/2
Am: bro: over	£ 234. 0. 5 1/2
To putting up the barge boards	7. 6
To 1/2 corner boards 7/6	7. 6
To making 3 Booms 5/1 casing 4/1	1. 7. 0
3 pediments 48/1 running up stairs 20/1	2. 15. 0
glazing 100 light fashes	2 16. 8
9 1/2 1/4 leather boarding	3/6 1. 12. 0
12 1/8 square framing	3/6 2. 2. 7
4 square shingling	7/6 1. 10. 0
5 1/2 1/2 leather boarding	@ 3/6 0. 19. 3
4 3/4 lathing	1/3 5
5 1/2 feet cornice mould	3/2 14
1 door 10/1 facing 3/4	13. 4
Dressing 1350 shingles	6
	248. 16. 6 1/2
By Mr: Mitchell's Ac rendered Baggage to	67. 14. 4
with interest from the 19th day 1792 until paid	£ 181. 2. 6
The following Account is annexed to the award	
Mr: Robert Mitchell To James Kelly.	
To 9 brick tile moulds 13/6 & cellar windows	2. 2. 6

		192.	12.72
Am. bro. over		£	24.0.0
Living room	50 60 feet 1 inch dado	20	5.0.0
Cont.	1 bar board 35 70.9 cornice	8	2.10.0
	1 chimney piece 25 1 500 panel door 15	15	2.0.0
Over Cham.	2 98 flooring tongues & grooves	13/9	2.0.8
	3 six panel doors	15	2.5.0
	66.4 cornice 2 1/2 2 closets 1 4.0		2.17.0
	48.4 base 1 1/2 48.4 Chair board 9		18
	1 chimney piece	15	
	3 six panel door	15	2.5.0
Over dining room	2 97 flooring tongues & grooves	13/9	2.0.7
	70.9 inches cornice	6	1.15.6
	60 feet base 1 1/2 70.9 Chair board 9		1.5.0
	1 chimney piece	15	
	1 cupboards		1.0.0
	1 six panel door		15
Papage	2 15 clean laid flooring	18	1.18.9
	1 74 square joint	7/6	8.4
	38.4 base 1 1/2 38.4 Chair board 9		14.3
	running up the stairs		10.0.0
	1 six panel door		15
Over papage	2 58 tongues & grooves flooring	13/9	2.9.2
Store room	38.4 base 1 1/2 38.4 Chair board 9/6		14.3
	38 feet base in store room	1 1/2	4.9
	42 feet Chair board	8	10.6

		192.	12.72
Am. bro. over		£	24.0.0
Kitchen	50 putting up the barge boards		7.6
Cont.	50 41 corner boards 7/6		7.6
	50 making 3 Boors 57 casing & 4/		1.7.0
	3 pediments 45 running up stairs 30		2.15.0
	glazing 100 lights sashes		16.8
Heat house	9.15.4 weather boarding	3/6	1.12.0
	12.18 square framing	3/6	2.2.7
	4 square shingling	7/6	1.10.0
	5 1/2 41 weather boarding	3/6	0.19.3
	4 31 lathing	1/3	5
	5 1/2 feet cornice mould	30	14
	1 door 10 feet facing 3/4		13.4
	Dressing 1500 shingles		6
			248.16.67
	By Mr. Mitchell's A/c rendered & agreed to		67.14.4
	Due James Kelly 181. 2. 6		
	with interest from the 17th day 1892 until paid		
	The following account is annexed to the award		
1897	Mr. Robert Mitchell to James Kelly		2.0
May 12	369 brick tile moulds 13/6 8 better windows		2.2.6
	133 square of framing	4/4	28.16.4
	93.75 31 weather boarding	3/6	9.2.72

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28.97 d. shingling	@ 7/6	3.7.4
dressing 22000 shingles	4/	4.8.0
making 401 lights of sashes	5	10.0.8
28.97 square lathing	1/3	1.16.2
21 window frames	@ 9/	9.9.0
7 small d.	@ 7/	2.9.0
guttering 9 Potts	6/	2.16.0
340 square feet of cornice	1/	17.0.0
1 dormer window 25 1 1/2 feet window 2 1/2		2.12.9
1 pediment 25 1 front folding door 3 1/4		2.16.0
1 Papage Door dress 3 shingling		1.4.0
bellar porch 4 steps		2.0.0
2 bellar Door		1.0.0
Chamber	2 96 square tongues & grooves flooring @ 13/9	2.0.8
	66.4 single cornice @ 8	1.13.2
	48.4 Dado @ 20	4.0.6

Over papage	2 58 tongues & grooves flooring	13/9	2.9.2
Store room	38.4 base 1 1/2 38.4 Chair board 9		14.3
	38 feet base in store room	@ 1 1/2	4.9
	42 feet Chair board	8	10.6
	1 six panel door 15		15
	1 trap door		6
Rooms over	4 30 tongues & grooves flooring	@ 13/9	2.16.2
Parlor	48.9 base 1 1/2 39.3 Chair board 3		15.9
	2 six panel doors	@ 15	1.10.0
Papage	900 feet scuffling	@ 7/	3.3.0
	10.75 feet framing	@ 3/6	1.17.72
	dressing 3500 shingles	@ 4/	14
	255 weather boarding	@ 5/6	16.8
			£ 187.14.72
	Amount bro. over		£ 187.14.72
Parage	2 1 pediment 25 24 lights sashes 12/		1.12.0
Cont.	basing 2 small windows	@ 4/	8
	1 folding door 2 1/2 1 panel 3	15	2.5.0

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Gordon
17
Barnes

3 Chimney frames 36¢ 5 Corner boards 18¢ 3. 0. 0
 2 Closets & shelves 1. 4. 0
 glazing 401 lights sashes 2. 6. 10
 Diningroom 2. 97 Clean laid flooring 18¢ 2. 13. 5
 60. 1 dado @ 20¢ 5. 0. 0
 1 Cup board 36¢ 70. 9 cornice @ 6¢ 3. 10. 0
 1 Chimney piece 28¢ 1. 6 panel door 14¢ 2. 0. 0
 * panel door draped & hung) £ 138. 11. 10
 Ausunt bro' Over £ 138. 11. 10
 Over Chamber 2. 2. 96 flooring tongues & grooves @ 13/9 2. 0. 5
 2. 6 panel floors @ 18¢ 2. 5. 0
 66. 4 cornice 28¢ 2 closets 24¢ 2. 17. 0
 48. 4 base 1/2 48. 4 Chair board @ 3¢ 18
 1 Chimney piece 18¢ 3 fig panel doors 18¢ 3. 0. 0
 Over dining room 2. 97 flooring tongues & grooves @ 13/9 2. 0. 7
 70. 9 cornice 6¢ 1. 15. 0
 60 feet base 1/2 70. 9 Chair board 3¢ 1. 5. 0
 1 Chimney piece 18¢ 18
 1 Cup board 20¢ 1 fig panel door 18¢ 1. 15. 0
 Papage 2. 15 Clean laid flooring @ 18¢ 1. 18. 9
 1. 74 square pint 5¢ 7/6 13. 1
 38. 4 base 1/2 38. 4 Chair board 3¢ 14. 3
 Running up the stairs 10. 0. 0
 1 fig panel door 18

Kitchen planking up Chair boards 12
 72 1364 feet of scumling @ 7/1 4. 15. 6
 74 26 square framing @ 3/6 4. 11. 0
 dressing 7500 shingles 30¢ 5 dorm. blinds 24¢ 7. 15. 0
 9 square shingling @ 7/6 2. 7. 6
 112 lights sashes 56¢ Casing 4 windows 20¢ 3. 16. 0
 12 dead lights in windows 7. 6
 60 feet cornice 60¢ 9 square lathing 1/3 3. 11. 3
 pulling up the large boards 7. 6
 Pulling up corner boards 7. 6
 making 3 Doors & casing @ 1. 7. 0
 3 pediments 45¢ running up stairs 30¢ 3. 15. 0
 glazing 100 lights sashes @ 2¢ 16. 8
 9. 15. 4 weather boarding @ 3/6 1. 12. 0
 12. 18 square framing 3/6 2. 2. 7
 4 square shingling @ 7/6 1. 10. 0
 5/2 d. weather boarding 3/6 12. 3
 4 d. lathing 5¢ 56 feet cornice mould 14¢ 19
 1 door 10¢ facing 3/4 dressing 1500 shingles 6¢ 12. 4
 £ 238. 11. 172
 By R. Mitchell's A/c rendered & agreed to 67. 14. 72
 1792 170. 17. 1
 May 17th Interest untill 17th March 1796. 92. 14. 10
 £ 203. 11. 11

Payments sent 9th 1795 Cash
 Payments sent 8th 1798 Cash

Northumberland District April term 1796

The District of North.

Northumberland &c. John Gordon complains of Thomas Harvey in custody & of a plea that he render unto him one negro female slave by name Parkey & her Child of the value of £150 which he unjustly detains from him, for that whereas the aforesaid Plaintiff on the day of in the year of our Lord 1794 at the Parish of St. Stephen Houny aforesaid, and within the jurisdiction of this Court, delivered to the aforesaid Defendant the said negro slave Parkey & her Child of the value aforesaid, to be redelivered to him the aforesaid Off when he the said Defendant should be thereto required. Yet the aforesaid Defendant hath not yet redelivered to y^e aforesaid Off y^e said slave Parkey & her Child, But the same to redeliver hath hitherto denied & will doth deny and unjustly detains. whereupon the said Off says he is worn & hath damage to the value of fifty pounds & therefore he brings his suit

Prove pro Off

In. Roe
Ruk. Roe 3 Pledges

Northumberland District Rules April 7th 1795. Common Order

May 9th. Common Order confirmed & Order for writ of inquiry of Damages

September Court 1795.

Continued

At a superior Court held for the District of Richmond, Wiltshire, Lancashire, and Northumberland Counties at Northumberland Courthouse on Wednesday the 8th of April 1796

John Gordon Plt

against

Thomas Harvey Def.

In Beline

This day came the Parties by their Attornies, and on the motion of the Defendant it is ordered that the Judgment obtained against him in this suit at the Rules in the Clerks Office, and the Order for a writ of inquiry of damages be set aside, and thereupon he pleads non delinquit, and issue, whereupon came also a jury to wit John Bowring, James Ch. Webb, James Gordon, John Gordon junr, William Porter, Apie Lindsay, Gould Rust, Abraham Proctor, Thomas Rhiman, James Harvey, John Booth & Richard Liddell who being sworn and sworn well and truly to try the issue joined between the Parties, upon their oaths do say that the Defendant doth not detain the female slave by the name of Parkey and her child in manner and form as the Plaintiff against him hath complained, as he in pleading hath alleged. Whereupon the Plaintiff moved the Court to set aside the said verdict and to award a new trial between the Parties, and because the Court is not advised what Judgment to give of and upon the premises a day is given the Parties here until tomorrow to hear the Judgment of the Court thereupon

At a superior Court held for the District of Richmond, Wiltshire, Lancashire, and Northumberland Counties at Northumberland Courthouse on Saturday the 9th of April 1796

John Gordon Plt

against

Thomas Harvey Def.

In Beline

This day came the Parties by their Attornies, and the Plaintiffs motion for a new trial being overruled it is considered by the Court, that the Plaintiff take nothing by his Bill, but for his false clamour be in surer, and that the Defendant go thereof hence without a day and recover against the Plaintiff his costs by him about his defence in this behalf expended.

FROM which Judgment the Plaintiff prayed and obtained an appeal to the first day of the next Court of Appeals, he having together with John James Standaud his security entered into and acknowledged a Bond according to Law

The Plaintiff tendered to the Court a Bill of Exceptions which was received sealed and signed and ordered to be made a part of the record in this cause, and is in these words to wit

Gordon
&
Harvey

3

Plaintiffs Costs 4 18 55 Clerk
Defendants Costs 5 11 08 Clerk

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Gordon
Harvey

In this cause it appeared that the negro sued for was purchased by the Off from John Heath now Reside in Philadelphia attending his duty as a member of the Congressional House of Representatives & that therefore the said John Heath is essentially interested as to the final determination of this suit, it also appears upon the trial of the Cause, that the question of right to the said negro greatly depended upon the information to be obtained from the said John Heath, the Verdict being for the Defendant the Off moved the Court for a new trial upon payment of costs & upon condition that he should prove to the satisfaction of the Court that the Defendant had delivered possession of the said negro after the sale to the said John Heath that the Defendant had received part of the consideration money, but the Court refused the application & gave Judgment for the Defendant upon the Verdict aforesaid, therefore the Plaintiff did accept and pray'd the Court to allow this his Bill of Exceptions, which is done accordingly this 7th day of April 1796

For. Orentis (seal)
For. Jones (seal)

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Northumberland District term 1796

Mayors & Sheriffs
Phillips & Yerby

Northumberland County &c. Quasiphorus Harvey, Richard Hudnall & Hopkins Harding Executors of John Mayors dec'd complain of George Phillips & Thomas Yerby in custody of a plea that they render unto them y^e sum of five hundred pounds current money which is then they owe them unjustly detain, for this to wit, that whereas the said Defendants on the 7th day of April in the year of our Lord one thousand seven hundred and eighty seven at the Parish of Uxioomoo County afores^d by their certain writing obligatory, sealed with the seals of y^e s^d Def^s and us in Court produced, the date whereof is

179th 1st 10th 10th 3rd 4th
179th 10th 10th 3rd 4th
179th 10th 10th 3rd 4th

against
George Phillips and Thomas Yerby.

Depts. 3 In Debt

This day came as well the Plaintiffs by their Attorney as William Phillips the bail for the Defendants appearance by his Attorney and the Defendants having failed to appear or to give special bail, the said bail for appearance is allowed to defend this suit, and on his motion it is ordered that the Judgment obtained in this suit in the Clerks Office at the Rules be set aside, and thereupon the picares payment, to which the Plaintiffs reply generally, the trial of the issue is continued till the next term.

At a District Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland at Northumberland Courthouse on Tuesday the 10th of April 1792

Cresiphorus Harvey, Richards Hudnall and Hopkins Harding Executors of John Chayes decd. vs

against
George Phillips and Thomas Yerby.

Depts. 3 In Debt

This day came the Plaintiffs by their Attorney, and the Defendant George Phillips having by his note in writing acknowledged the Action of the Plaintiffs. Therefore it is considered by the Court that the Plaintiffs with their apout recover against the Defendant George Phillips five hundred pounds current money the debt in the declaration mentioned and their costs by them about their suit in this behalf expended, and the said Defendants in mercy. But this Judgment is to be discharged by the payment of one hundred & seventy four pounds eighteen shillings & three pence with legal interest thereon to be computed from the 25th day of June 1789 till paid the Costs.

At a superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at Northumberland Courthouse on Friday the 15th of April 1796

Cresiphorus Harvey, Richards Hudnall and Hopkins Harding Executors of John Chayes decd. vs

against
Thomas Yerby and William Phillips the bail for his Appearance.

Depts. 3 In Debt

This day came the Parties by their Attornies, and the Defendant William Phillips withdraws his former plea in this cause so saith nothing in bar or preclusion of the Plaintiffs Action, whereby the Plaintiffs therein against the Defendants remain altogether undefended. Therefore it is considered by the Court that the Plaintiffs recover against the Defendants five hundred pounds current money the debt in the declaration mentioned, and their costs by them about their suit in this behalf expended, and the said Defendants in mercy. But this Judgment may be discharged by the payment of one hundred and seventy four pounds eighteen shillings and three pence with legal interest thereon to be computed from the 25th day of June 1789 till paid the Costs.

We George Phillips of the County North & Thomas Yerby of the County of Richmond do owe & stand justly indebted unto Cresiphorus Harvey, Richards Hudnall & Hopkins Harding Exrs of John Chayes decd. the full & just sum of five hundred pounds cur. money of Virginia to which payment well and truly to be made, we bind ourselves jointly severally our joint several heirs Executors & Administrators in the whole & for the whole jointly by these Presents, sealed with our seals & dated this 27th day of April 1789. The condition of the above Obligation is that the above bound George Phillips hath this day received of the above Cresiphorus Harvey different tobacco bonds due y^e afores^d Estate amounting to fifteen thousand five hundred pounds or tobacco @ 18th p^{er} lb. which amounts to one hundred thirty nine pounds ten shils. Now if the above bound George Phillips him his heirs & shall deliver to y^e Exrs of John Chayes on or before the 25th day of December next as many good found saleable negroes between the age of thirteen & twenty five years, except one maybe a child provided its mother is with it, to be at least one male besides the child, negroes of good Character that now y^e property of s^d Phillips as will be of the value of the s^d one hundred & thirty nine pounds ten shillings & interest thereon from y^e 25th June 1789 till paid to be valued by three free holders of the County chosen by the Parties or the said one hundred & thirty nine pounds ten shils with interest paid on y^e afores^d day or the negroes delivered then the above obligation to be null & void & of none effect otherwise remain in full force & power. Witness

done & sealed & delivered in presence of
Test William Roduck Isaac Rouse George W. Yerby.
"Customs" 25th June 1789. Rec^d of s^d George Phillips twenty five
pounds cur. money of Virginia in part of the said Cresiphorus Harvey

Test Thomas Edwards L. N. D.

Forrest & Hoddart
vs
G. Blackwell's Exors

Northumberland District April Term 1796.

Within the District composed of the counties of Westmoreland, Richmond Northumberland and Lancashire
Northumberland County to wit, Uriah Forrest and Benjamin Hoddart joint partners in trade under the firm of Forrest
and Hoddart complain of George Blackwell, in custody and so forth, for that to wit, that whereas the said George the Defendant,
on the day of in the year of our Lord one thousand seven hundred and at the Parish of in the county
of was indebted to the said Plaintiffs in the sum of thirty pounds sterling money of the value of forty pounds
of lawful money of Virginia, for divers goods, wares and merchandises, by the Plaintiff before that time sold and delivered
to the defendant at his special instance and request, and being so indebted, the defendant in consideration thereof, afterwards,
that is to say, on the day and year last above mentioned, at the Parish aforesaid, in the county aforesaid, undertook and then
and there faithfully promised to the Plaintiff, that he the defendant would well and truly pay the said sum of forty pounds
to the plaintiff, when he the said Defendant should be thereunto required; and whereas also, afterwards, that is to say, on the
same day and year aforesaid, at the parish aforesaid, in the county aforesaid in consideration that the plaintiff, had before
that time sold and delivered to the defendant at his like special instance and request, divers other goods, wares and merchandises
worth other £40 pounds, he the defendant undertook, and there and there faithfully promised to the plaintiff that he the defendant
would when he should be thereunto requested, well and truly pay to the plaintiff so much money as the goods, wares and merchandises
last above mentioned, were at the time of the sale and delivery thereof, reasonably worth. And the Plaintiff in fact faith, that the
goods, wares and merchandises last above mentioned were, at the time of the sale and delivery thereof, reasonably worth other
£40 pounds of like lawful money of Virginia, that is to say, at the parish aforesaid, in the county aforesaid, whereof the Defendant,
afterwards, that is to say on the same day and year last above mentioned, at the parish aforesaid, in the county aforesaid, had
notice; and whereas also, the defendant afterwards, that is to say on the same day and year aforesaid, at the parish aforesaid
in the county aforesaid, was indebted to the plaintiff in another sum of £20 sterling money of the value of £40 of
like lawful money of Virginia, for so much money by the Plaintiff for the use of the defendant at his special instance
and request, before that time paid, laid out and expended; and being so indebted, he the defendant afterwards, that is to
say, on the same day and year aforesaid, at the Parish aforesaid, in the county aforesaid, undertook and then and there faithfully
promised to the plaintiff, that he the defendant would well and truly pay the said other sum of £20 pounds like lawful
money, to the Plaintiff, when he the defendant should be thereunto afterwards required. Nevertheless, the defendant, not
at all regarding his said several promises and undertakings so made as aforesaid, in form aforesaid but contriving and
fraudulently intending, craftily and subtilly to deceive and defraud the plaintiff in this behalf, hath not paid to
the plaintiff the said several sums of money or any of them, or any part thereof, although to pay the same to the
plaintiff the defendant afterwards to wit, on the same day and year last above mentioned, at the parish aforesaid, in
the county aforesaid, was requested by the Plaintiff, but the defendant hath hitherto entirely refused, and still doth
refuse to pay the same to the plaintiff, to the damage of the plaintiff pounds; and therefore he brings suit

Pledges of prosecution
John Doe and Richard Roe 3
Jules Rules 1791. Common Order

say, on the same day and year aforesaid, at the Parish aforesaid, in the county aforesaid, underlook and then and there forth fully promised to the plaintiffs that he the defendant would well and truly pay the said other sum of £40 pounds like lawful money, to the plaintiffs, when he the defendant should be therunto afterwards required. Nevertheless, the defendant, not at all regarding his said several promises and undertakings, so made as aforesaid, in form aforesaid, but contriving and fraudulently intending, craftily and subtilly to deceive and defraud the plaintiffs in this behalf, hath not paid to the plaintiffs the said several sums of money or any of them, or any part thereof, although to pay the same to the plaintiffs the defendant afterwards to wit, on the same day and year last above mentioned, at the parish aforesaid, in the county aforesaid, was requested by the plaintiffs, but the defendant hath hitherto entirely refused, and still doth refuse to pay the same to the plaintiffs, to the damage of the plaintiffs pounds: and therefore he brings suit

Pledges of prosecution

John Doe and Richard Roe 3

July Rules 1791

Common Order

August Rules

Common Order confirmed Order for a writ of inquiry of damages

September Court

continued

At a District Court held for the District of Richmond, Wiltshire, Lancashire and Northumberland at Northumberland Courthouse on Friday the 6th of April 1792

Uriah Forrest and Benjamin Woodard joint partners in trade under the firm of Forrest & Woodard Pls

against

George Blackwell

Def. 3 In bar

The Defendant being dead, on the motion of the plaintiffs by their Attorney a writ of *devis facias* is awarded them against the Executor or Administrator of the said deceased to shew cause why it is returnable here the next term.

The Commonwealth of Virginia to the Sheriff of Northumberland County Greeting, whereas an action lately depending in our District Court of North & Forrest & Woodard Pls & George Blackwell Def, and the said George Blackwell has departed this life having first duly made and published his last will & Testament in writing & thereby appointing

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Ann Blackwell Executrix and William Davison and Thomas Taylor Executors of the said last will and Testament we approve the same they having taken the burden of the execution thereof, We therefore being willing that right & justice should be done command you that by good lawful men of your Parish you make known to the said Ann Blackwell Executrix William Davison & Thomas Taylor Executors of the said George Blackwell that they be before our Judges of our District Court at the Courthouse thereof on the first day of the next term to shew if any thing for themselves they have or know to say why the said plaintiffs should not recover against them to be satisfied of the estate of the said deceased, in the hands of his Executors if so much thereof they have according to the form of the Act of Assembly in that case made & provided, if to them it seems expedient, & further to do & receive what our said Court shall in that part consider. Have then there this Will & Testament Thomas Edwards Clerk of our said Court at the Courthouse aforesaid the 20th day of March 1793 in the 17th year of our foundation

Thomas Edwards

their verdict of and upon the premises are altogether discharged, the cause is continued till the fifth day of this term

At a District Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland, at Northumberland Countyhouse on Tuesday the 10th of September 1793

Uriah Forrest and Benjamin Hoddart joint partners in trade under the firm of Forrest & Hoddart Pls
against

Ann Blackwell Esq. William Davison & Chas Taylor Esqs of George Blackwell decd. Defs. 3 In case

This suit is continued on the motion and at the cost of the Defendants till the next term

At a District Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland, at the Court-house of Northumberland on Wednesday the 27th of April 1794

Uriah Forrest and Benjamin Hoddart joint partners in trade under the firm of Forrest & Hoddart Pls
against

Ann Blackwell Esq. and William Davison and Chas Taylor Esqs of George Blackwell decd. Defs. 3 In case

This day came the Parties by their Attornies, and on the motion of the Defendants it is Ordered that the judgment obtained in this suit at the Rules in the Clerks Office, and the order for a writ of inquiry of damages be set aside, and thereupon they plead non assumpsit, and non assumpsit within five years, to which second plea the Plaintiffs reply generally, whereupon came also a Jury to wit Griffin Edwards, George W. Yerby, Bridgar Haynie, George Wils, George Tebb, Rodham Lumsden, James Galloway Robert Croxther, Edward Wall, Nathan Spriggs, Patrick Sanford, and John Dratney, who being elected tried and sworn well and truly to try the issues joined between the Parties upon their oaths do say that the decedent in his lifetime did not assume upon himself in manner and form as the Plaintiffs against him have complained, as the Defendants in pleading have alleged, whereupon on the motion of the Plaintiffs it is ordered that the said Verdict be set aside, and that a new trial be had between the Parties at the next term, till which time the cause is continued

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Countyhouse, at the Court-house of Northumberland County on Tuesday the 2^d of September 1794

Uriah Forrest & Benjamin Hoddart joint partners in trade under the firm of Forrest & Hoddart Pls
against

Ann Blackwell Esq. & William Davison and Chas Taylor Esqs of George Blackwell decd. Defs. 3 In case

This day came the Parties by their Attornies, and thereupon came also a Jury to wit Tho: Wils, Thomas Esbridge William

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Glascock, Loftis Jones, Peter Lilliman, Cherryman Chilton, Nathaniel Oldham, Thomas Pate, Schenck Bourne, John Stynes, George Esq. and Richard Smith, who being sworn tried and sworn well and truly to try the issues joined between the Parties upon their oaths do say, that the decedent in his life time did assume upon himself in manner and form as the Plaintiffs against the Defendants have complained, and that the said assumpsit was made within five years of the Plaintiffs suing out their original writ in this cause, and they do assess the damages of the Plaintiffs by occasion of the decedent in his lifetime not performing that assumpsit to twenty nine pounds fifteen shillings and three pence. On the motion of the Defendants for a new trial in this cause and for reasons appearing to the Court, and with the assent of both Parties, it is ordered that the same be continued till the next term, and that if the Plaintiffs their Attorney, or agent shall at the next term produce to this Court, satisfactory evidence that the sum

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Harvey to
Esq.

other defendants and joint seamen commissioners receiving within the same offices, the same goods and the same goods
reasonable notice of the time & place of taking such Depositions

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at
Northumberland Courthouse on Saturday the 2^d of April 1796
Uriah Forrest and Benjamin Hoddart joint partners in trade under the firm of Forrest & Hoddart Pts
against
Ann Blackwell Esq & William Davenport and James Taylor Esq of George Blackwell decd. . . . Defts. 3 In base

This day came the Defendants by their Attorney, and the Plaintiffs being solemnly called, came not, nor is their suit further
prosecuted. Therefore it is considered by the Court that the Plaintiffs be nonsuited, and that the Defendants go thereof hence
without a day and recover against the Plaintiffs three dollars damages by occasion thereof according to Law, and their
costs by them about their defence in this behalf expressed, the Plaintiffs in money P

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at
Northumberland Courthouse on Monday the 4th of April 1796
Uriah Forrest and Benjamin Hoddart joint partners in trade under the firm of Forrest & Hoddart Pts
against
Ann Blackwell Esq & William Davenport and James Taylor Esq of George Blackwell decd. . . . Defts. 3 In base

This day came the Parties by their Attorneys, and on the motion of the Plaintiffs and for reasons appearing to the Court it is
Ordered that the nonsuit entered in this cause on the second day of this term be set aside.

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at
Northumberland Courthouse on Wednesday the 6th of April 1796
Uriah Forrest and Benjamin Hoddart joint partners in trade under the firm of Forrest & Hoddart . . . Pts
against
Ann Blackwell Esq & William Davenport and James Taylor Esq of George Blackwell decd. . . . Defts. 3 In base

This day came the Parties by their Attorneys whereupon came also a Jury to wit Matthias Self, William Harbom, James Self, Joseph Hague,
Thomas Harvey, Edward Barnes, Edward Watt, James Keadwell, James Russ, Edwin Skelton, William Morrison, William Walker who being sworn
said Harvey well truly to try the issue joined between the Parties upon their Oaths do say that the defendant in his lifetime did not
apprise upon himself in manner & form as the Plaintiffs against him have complained, as the Defendants in pleading have alleged
Therefore it is considered by the Court that the Plaintiffs take nothing by their Plea, but for their false clamour be in money, & that the
Defendants go thereof hence without a day, and recover against the Plaintiffs their costs by them about their defence in this behalf expressed

Teste
Thomas Edwards C. N. D.

Wright took this 10th Sept 1796
672 1/2 100 0 12 1/2 2 1/2
140 0 10 1/2 3 1/2
240

6015. 869 40

Northumberland District April term 1796
Lancaster County Court

James Harvey complains of James Ewell in custody 1st of a plea that he render unto the said Plaintiff
the full quantity of four hundred thousand pounds of merchantable crop tobacco clear of casks which to him he owes from him
unjustly detains for this to wit, that whereas the said Defendant on the nineteenth day of April in the year of our Lord one thousand
seven hundred and eighty one at the Parish of in the County aforesaid, by his certain writing obligatory, sealed with his seal
and to the Court now here shewn, the date whereof is the same day and year acknowledges himself to be bound to the said Plaintiff
in the sum of four hundred thousand pounds of merchantable crop tobacco clear of cask, to be paid to the said Plaintiff when he the
said defendant should be therewith required: Nevertheless the said defendant although often required, hath not yet paid the said
quantity of tobacco to the said Plaintiff, but hitherto hath refused, and still doth refuse to pay the same to him to the damage of the
said Plaintiff two thousand pounds wherefore he brings suit P
Baker W. P. L.

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James Ewell
3

September Court 1790. Ordered that this suit be sent back to the Rules, that the parties may have time to prepare respectively.
 September Rules 1790. Apr. ... October Special importance. November Rule to plead. December continued for plead.
 January 1791. Continued for plead. February. June. March June. April Rule to plead. May. Plea filed & Rule for replication.
 June. further Rule for replication. July Replication filed and Rule for joinder. August Replication filed & Rule as to the two
 first replications, and joinder in demurrers.
 September Court 1791. Continued. April 1792. Continued.

At a District Court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland at Northumberland
 Courthouse on Monday the 10th of September 1792

Mungo Harvey. Pl.
 against
 James Ewell. Def. 3 In Debt

This day came the Parties by their Attornies, and on the motion of the Plaintiff leave is given him to withdraw his Demurrers & to the Defendant to withdraw his pleas in this Cause, on the Plaintiff paying unto the Defendant his costs by him about his defence to this day expended except an Attornies fee. The cause is sent back to the Rules for further proceedings therein to be had.
 September Rules 1792. Continued. October, Rule for declaration. November, continued for declaration. December, remains no declaration.

At a District Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland at Northumberland
 Courthouse on Tuesday the 2^d of April 1793

Mungo Harvey. Pl.
 against
 James Ewell. Def. 3 In Debt

On the motion of the Plaintiff by his Attorney, and for reasons appearing to the Court, it is ordered that the issues entered in this cause at the Rules in the Clerks Office be set aside, that the cause be sent back to the Rules for further proceedings therein to be had.

April Rules 1793. Copy of writ Declaration and Bond

The Commonwealth of Virginia. To the Sheriff of Lancaster County Greeting, you are hereby commanded to take James Ewell if he be found within your Bailiwick, and him safely keep, so that you have his body before the Judges of the General Court at the Courthouse in the City of Richmond, on the 29th day of April Court next to answer Mungo Harvey of a plea of debt for four hundred pounds of merchantable crop tobacco clear of casks of the value of forty shillings for every hundred pounds weight, damage two thousand pounds. And have then there this writ. Witness Paul Barrington, esq. Chief Justice of our said Court, at the Courthouse aforesaid, the seventeenth day of February 1786. in the tenth year of the Commonwealth.
 John Brown clk.

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Virginia Lancaster County to wit Mungo Harvey complains of James Ewell in custody of a plea that he render unto him the sum of four hundred thousand pounds of merchantable crop tobacco clear of casks, which to him he owes and from him unjustly detains, for this to wit, that whereas the said James Ewell, on the nineteenth day of April in the year of our Lord one thousand seven hundred and eighty one, in the Parish of in the said County of Lancaster by his certain writing obligatory sealed with the seals of the said James Ewell and John Selders who is since dead, and to the Court of the Commonwealth now here shewn the date whereof is on the same day and year, acknowledged himself to be bound to the said Mungo Harvey in the said sum of four hundred thousand pounds of merchantable crop tobacco, clear of casks, which

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"said John Selden his Heirs Executors Or Administrators fail to make full payment of the said tobacco at the time herein before
"specified and limited, then if the said John Selden his Heirs Executors Or Administrators, shall pay unto the said Shungo
"Harvey, his Heirs, Executors, Administrators, or assigns, or to his or their certain Attorney in lieu of the said sum of tobacco
"the sum of two thousand pounds in gold and silver according to its ancient value in Virginia, that is to say, five
"shillings to the penny weight in gold, four pence to the penny weight in silver, the alternative to be at the option of the
"said Shungo Harvey his Heirs, Executors, Administrators or assigns, and if peace, and a free intercourse and correspondence
"take place between Virginia and Great Britain, before possession be delivered of the said two Parcels of land as aforesaid, in
"which case, if the said John Selden, his Heirs Executors, or Administrators, shall pay unto the said Shungo Harvey, his Heirs
"Executors, Administrators or assigns, or to his or their certain Attorney, the said sum of one hundred thousand pounds of
"merchantable crop tobacco, clear of cash, within three months from the said last mentioned term, then the above
"obligation to be void otherwise to be in force and power." And the said Shungo Harvey in fact saith, that he hath well and
"truly performed, fulfilled and kept, all and singular the matters and things in the said condition mentioned, and on his
"part to be performed, fulfilled and kept, and particularly, that he did actually deliver possession of the two Tracts or
"Parcels of Land with the appurtenances in the said condition mentioned unto the said John Selden, or or before the first day
"of January next after the date of the said writing obligatory. And the said Shungo Harvey further in fact saith, that the
"Peace was ratified and confirmed, and that a free intercourse did take place and was published between Virginia and
"Great Britain (the said Virginia being one of the United States of America) along time before the date of the Original
"Writ in this Action to wit on the third day of September in the year of our Lord one thousand seven hundred and eighty
"three, and that the said John Selden his Heirs Executors and Administrators, failed to make full payment of the tobacco
"in the said condition mentioned at the time in the said condition specified and limited, which was long past before the
"date of the said Writ, whereby a right accrued to the said Shungo Harvey by virtue of the said condition, to have his

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option, whether he should be paid by the tobacco aforesaid, or by the sum of two thousand pounds in gold or silver, according to
its ancient value in Virginia, that is to say, in gold at the rate of five shillings for each penny weight, or in silver at the rate
of four pence for each penny weight, and that he accordingly did make his option to have the said sum of two thousand pounds
in gold or silver at the Rates aforesaid, whereof the said James Ewell had notice, before the date of the Writ aforesaid, to wit on the
day of in the year of our Lord one thousand seven hundred and eighty at the Parish of in the County
of Lancaster, now within the Jurisdiction of this Court, and the said Shungo Harvey further by proclamation in fact saith that peace
and a free intercourse correspondence did take place, between Virginia and Great Britain (but not before possession was delivered
of the said two parcels of Land) as aforesaid, and that the said John Selden, his Heirs, Executors and Administrators, or either or any of
them, have not, nor hath any or either of them paid unto the said Shungo Harvey, his Heirs, Executors, Administrators or assigns or
his or their certain Attorney, the said sum of one hundred thousand pounds of merchantable crop tobacco, clear of cash within
three months from the last mentioned term, altho the same was agreed long before the date of the said writ, of all which

certain Attorney, we our selves, each of us, of our Hands & Seals this 19th day of April 1781

The condition of the above obligation is such, that whereas the abovesaid Shungo Harvey hath this day executed a Deed of Bargain Sale, for conveying two tracts or parcels of Land, situate in the said County of Lancaster containing by estimation two hundred eighty four Acres unto the above bounden John Selden, if therefore the said John Selden his Heirs Exrs or Admrs shall well truly pay unto the said Shungo Harvey his Heirs Exrs or Admrs or to his or their certain Attorney, the sum of one hundred thousand pounds of merchantable crop tobacco clear of cash, inspected within ten months from the time of payment, within three months from Easter a piece or from Easter a free intercourse & correspondence takes place, & is published between Virginia & Great Britain in case the said Shungo Harvey deliver, or be ready to deliver possession of the above mentioned two tracts or parcels of Land & Appurtenances unto the said John Selden, on or before the first day of January next, & in case the said John Selden his Heirs Exrs or Admrs fail to make full payment of the said tobacco at the time herein before specified & in case then if the said John Selden his Heirs Exrs or Admrs shall pay unto the said Shungo Harvey his Heirs Exrs or Admrs, or to his or their certain Attorney, in lieu of the said sum of tobacco, the sum of two thousand pounds in gold & silver, according to its ancient value in Virginia, that is to say, five shillings to the penny weight in gold, four pence to the penny weight in silver, the alternative to be at the option of the said Shungo Harvey, his Heirs Exrs or Admrs, & if peace & a free intercourse & correspondence take place between Virginia and Great Britain before possession be delivered of the said two parcels of Land as aforesaid, in which case, if the said John Selden his Heirs Exrs or Admrs shall pay unto the said Shungo Harvey his Heirs Exrs or Admrs, or to his or their certain Attorney the said sum of one hundred thousand pounds of merchantable crop tobacco clear of cash, within three months from the said last mentioned term then the above obligation to be void & otherwise to be in force & power

Signed sealed & delivered in presence of

Ja^s Ball
James Gordon
Henry Fowles

John Selden Seal
Ja^s Ewell Seal

June 16th 1785 By a tract of Land purchased of Mr. Richard Ball, & paid for by Mr. Richard Selden, the brother of the

late Mr. John Selden, and one of his Administrators twelve hundred pounds. . . . £1200

May Rules 1793 Rule to plead, June continued for plea, July further continued for plea, August, judgment for want of plea, with a writ of inquiry. . . September Court continued. . . April Court 1794. continued

At a superior Court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland Counties, at the Court-house of Northumberland County on Thursday the 4th of September 1794

Shungo Harvey . . . Pl.
against
James Ewell. . . Def. 3 In Debt

The Plaintiff being dead on the motion of James Harvey Esq^r of the said deceased a writ of *scire facias* is awarded him against the Defendant to shew cause &c. returnable here the next term.

The Commonwealth of Virginia To the Coroner of Lancaster County Greeting, whereas in a suit depending in the District

James Currell
On the motion of James Harvey by his Attorney, he is allowed to prosecute this suit as Executor of the said James Harvey
decd, and for reasons appearing to the Court the cause is continued till the next term.

September Court 1795. Continues

At a superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at
Northumberland Courthouse on Saturday the 2^d of April 1796

James Harvey Executor of James Harvey decd Pl

against
James Currell

Def. 3 In Debt

This day came the Parties by their Attorneys, and on the motion of the Defendant it is ordered that the Judgment stand
against him in this cause, at the Rules in the Clerk's Office, and the Order for a writ of inquiry of damages be set
aside and thereupon he files his pleas in these words to wit:

James Currell

vs
James Harvey 3 Pleas

And the said James Currell by John Bayler his Attorney comes and defends the force injury & damages
and whatever else he ought to defend when and where the Court will consider thereof. Prays Ayer of the said writing
obligatory & it is read to him & he also prays Ayer of the condition of the said writing obligatory which is also
read to him in these words: The condition & which being read Pleads the said James Currell saith that the said
James Harvey ought not to have & maintain his said action against him because he saith that before the spring
out of the original writ in this suit is writ on the day of one thousand seven hundred & eighty & after the
same because payable he the said James Harvey did elect & choose to have and receive the said one hundred thousand
pounds of merchantable crop tobacco in the condition of the said writing obligatory mentioned which said tobacco the
said John Selden in the said writing obligatory mentioned did on the day and year last mentioned pay to the said
James together with all interest due thereon & this he is ready to verify, wherefore he prays Judgment & And the
said Defendant with the leave of the Court for further plea saith that before the spring of the original writ in

(995) this suit to wit, on the day of one thousand seven hundred and eighty & after the same because payable the
said John Selden in the said writing obligatory mentioned paid to the said Plaintiff the said sum of
mentioned in the condition of the said writing obligatory together with all interest due thereon and this he
is ready to verify, wherefore he prays Judgment whether the said Plaintiff ought to have or maintain his said action
thereof against him &c.

Francis Brooke Atty for Defd.

At a superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties
at Northumberland Courthouse on Thursday the 7th of April 1796

James Harvey Executor of James Harvey decd. Pl

against
James Currell

Def. 3 In Debt

This day came the Parties by their Attorneys, and the Plaintiff files his explanations to the Defendants pleas in these
words to wit: And the said James Harvey the Ex^r of the said James Harvey as to the first plea of the said James Currell
by him first above pleaded in bar saith that notwithstanding any thing by the said James in that plea above alleged
he ought to be barred from having or maintaining his said action against him the said James, because he saith that

6014
 208 £ 10 0 0 17 1/2 3/4
 250 10 10 1/2
 11 78 - 3/4 20/ or 20 7 10 1/2 & 13 0 4 Cuts

of them did not pay & deliver to the said Shungs in his lifetime the said sum of £2000 mentioned in the condition of the said Bond or any part thereof in manner & form as the said James has above by pleading alledged, & this he prays may be enquired of by the Country, and the said James Ewell does so likewise. Donec. P. 2

And ifue, and thereupon came also a Jury to wit James Rust, William Peter, Richard Litterit, William Harbom, Joseph Hague, George Smith, Samuel St.urdy, Lofis Jones Jesse Alexander, Matthew Lankin, Thomas Harvey and James Bodson who being elected tried and sworn well and truly to try the issues joined between the Parties upon their Oaths do say that the decedent in his life time did elect and chosse to have and receive the said one hundred thousand pounds of merchantable tobacco in the condition of the said writing Obligatory mentioned in manner and form as the Defendant in pleading hath alledged, and that the said John Selden or the Defendant did not pay unto the decedent in his life time the debt in the declaration mentioned as the Plaintiff, by replying hath alledged. Therefore it is considered by the Court that the Plaintiff recover against the Defendant four hundred thousand pounds of merchantable crop tobacco, clear of Casks the debt in the declaration mentioned, and his costs by him about his suit in this behalf expensed, and the Debt in mercy. But this Judgment may be discharged by the payment of twenty four thousand two hundred thirty pounds of crop tobacco with legal interest thereon to be computed from the 16th day of June 1785 till paid, & the costs

Gesley

Thomas Edwards L. C. J.

Northumberland District April term 1796

Richard P. Hines
 17
 1796

Richmond County, to wit. Meredith and Cramer complain of Hudson & Co. John George Hendricks & Allison in custody, and so forth, of a plea that they tender unto them two hundred pounds sterling, with interest upon the same to be computed after the rate of ten per centum per annum, from the eighth day of November in the year of our Lord one thousand seven hundred and seventy five which to them they owe and from them unjustly detain; for that whereas the said Hudson

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On the eighth day of November in the year of our Lord one thousand seven hundred and seventy five at the Parish of in the County aforesaid, according to the custom of Merchants, did make their Bill of Exchange in writing, signed with their own hands, dated the same day and year aforesaid, and directed to William Lee esquire Merchant London and thereby he did desire the said William Lee at sixty days sight of that his first Bill of exchange his second and third of the same tenor and date, not paid, to pay to John and George Fowler or Order the sum of two hundred pounds sterling at time to make payment, and to place it to his Account, and the said John & George Fowler & Hendricks and Allison incurred the same, which said Bill of exchange afterwards, to wit, the thirteenth day of April in the year of our Lord one thousand seven hundred & seventy six was presented to the said William Lee esquire, and he was then and there requested to pay the same, the time limited for payment,

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an Action hath accrued to the Plaintiff to demand and recover of the said Defendants the aforesaid 200 £ Sterling, together with interest thereon, to be computed after the rate of ten per centum, from the date aforesaid, of the said Bill, and the said seven shillings and nine pence Sterling, the Charges of Protest aforesaid, Nevertheless the said Defendants although often required, the said several sums of money, and interest as aforesaid, unto the said Plaintiff have not paid, but the same to them to pay hitherto have refused, and still do refuse, to the Plaintiff's damage 600 pounds Sterling, and therefore they do bring suit, and so forth.

General Court, June 1786 Special Bail Vindictance for cause. S.O. vs Hendricks & Allison & John Fowler & Thomas Patterson security for Fuller, & Richard Ratcliff under Sheriff of Fairfax, &c. Capt. or Geo. Fowler

July 1786 Payment for cause. & S.O. vs Hendricks & Allison & John Fowler Security, Sheriff confirmed and payment for security and Sheriff

October 1786 continued vs cause, Hendricks & Allison & John Fowler, and abates as to George Fowler

April 1787. Continued. October. Continued

April 1788. Continued. October. Continued

At a District Court held for the District of Richmond, Westmoreland, Lancashire and Northumberland, at Northumberland Courthouse on Monday the 7th of September 1789

Meredith and Claver

against

Hudson cause, John Fowler and Hendricks and Allison Defts.

Pls

3 In Debt

This day came the Parties by their Attornies, and thereupon came also a Jury to wit Hopkins Harding, William Verby John Abbey, William Lonsdale, Thomas Richards, Thomas Taylor, James Cault, Ball, William Hughlett, Garrett Hughlett William Phillips, William Cloughton and Thomas Wroe, who being elected tried and sworn the truth to speak upon the issue joined, by consent of the Parties, and with the assent of the Court Hopkins Harding one of the said Jurors is withdrawn and the rest of the Jury from rendering their Verdict is discharged, and the suit is continued till tomorrow

At a District Court held for the District of Richmond Westmoreland, Lancashire and Northumberland, at Northumberland Courthouse on Tuesday the 8th of September 1789

Meredith and Claver

against

Hudson cause, John Fowler and Hendricks & Allison. . . Defts.

Pls

3 In Debt

This day came the Parties by their Attornies, & thereupon came also a Jury to wit Thomas Holton, Thomas Wroe, William Johnson, John Kirk, William Ferguson, Thomas Cameron, John Chapleigh Ellison, Hopkins Harding, John Crabbe, Peter Reed, William Hughlett, & John Abbey who being elected tried and sworn the truth to speak upon the issue joined returned a special Verdict in these words to wit "Merediths Plaintiff vs Hudson cause, John & George Fowler & Hendricks & Allison, In Debt till of the Jury find a Bill of Exchange drawn by Hudson cause addressed to William Lee Esq. Merchant London bearing date the eighth day of November in the year of our Lord one thousand

seven hundred and seventy five in the words and figures following to wit. At fifty days sight P.P. with the following indorsement thereon to wit, In: George Fowler, Hendricks & Allison if not paid on Account of the Drawer apply to Archer Bayde Esq. who are to have it on Account of the said.

and because the Court is not yet advised what Judgment to give of and upon the premises the cause is continued till tomorrow

At a District Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland, at Northumberland Court House on Saturday the 10th of April 1790

Meredith and Climer

against

Hudson Climer, John Fowler and Hendricks Wallison. Defts.

Pts

3 In Debt

The matters of Law arising on the special Verdict in this cause appearing difficult to this Court, it is ordered that the same be adjourned into the General Court for their decision

At a District Court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland at Northumberland Court House on Monday the 1st of April 1793

Meredith and Climer

against

Hudson Climer, John and George Fowler and Hendricks Wallison. Defts.

Pts

3 In Debt

This day came the Parties by their Attornies, and the special Verdict in this cause being defective it is ordered that the same be set aside, and that a venire facias de novo be awarded, and on the motion of the Defendants a Rule is given to Burnwell Rogers Attorney for the Plaintiffs to shew cause why they should not be allowed to amend their plea, and a Rule is given to the Defts to shew cause why the Plaintiffs should not be allowed to amend their declaration if they shall see fit, and the cause is continued till the next term.

At a District Court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland, at Northumberland Court House on Friday the 6th of September 1793

Meredith and Climer

against

Hudson Climer, John Fowler, and Hendricks and Allison Defts.

Pts

3 In Debt

This day came the Parties by their Attornies, and by consent of the Plaintiffs leave is given to the Defendants to amend their plea and by consent of the Defendants leave is given to the Plaintiffs to amend their declaration in this suit, and the cause is sent back to the Rules for further proceedings therein to be had

September 1793 continued. October continued. November continued. December continued. January 1794 continued February continued. March continued. April Rule to amend plea. May further Rule to amend plea June. Judgment for want of answer plea

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties, at the Court House of Northumberland County on Thursday the 4th of September 1794

Meredith Holmer

against

Hudson Climer, John Fowler, and Hendricks and Allison. Defts.

Pts

3 In Debt

This day came the Parties by their Attornies, and on the motion of the Defendants it is ordered that the Judgment obtained

Ordered that the rate of exchange for the said sterling money be settled at twenty eight per centum
 Virginia November 8th 1775 Exchange for £200. 0. 0 Sterl^d. At eighty days sight of this my first Bill of
 Exchange my second and third (of the same tenor and date) not paid, pay to chaf^{rs} John & George Fowler or assign
 the sum of two hundred pounds sterling (for value here received) at time make payment and place it to Account
 of Sir your Obed^t servant

To William Lee Esq^r Merchant London Hudson's Church
 Feb^y 10th 1776 Accept^d for honor of Meredith's Esq^r 2/6 £ 100 10th Feb^y 1776
 Archer Bydes Esq^r

"Endorsed" John & Geo. Fowler. Hendricks & Allison
 If not paid on Account of the Drawer apply to Archer Bydes Esq^r who are desired to pay it on Acc^t of - Meredith's Esq^r
 Pay to Mess^{rs} Harrison & Ansley or assign - Bank Benet

On the thirteenth day of April one thousand seven hundred and seventy six at the request of Harrison & Ansley of the
 City of London Merchants I Edmund Barker Allen, Notary Public by lawful authority duly sworn and admitted
 dwelling in London did exhibit the original Bill, whereof a true copy is on the other side, to a gentleman at the
 counting house of William Lee Esq^r on whom the same is drawn and demanded payment thereof (the limited time being
 elapsed since the presentation of the said Bill for acceptance by him the said Notary) to which he answered this bill will
 not be paid. Therefore I the said Notary at the request aforesaid, do hereby protest against the Drawer & endorser
 of the said Bill, and all others whom it may concern, for exchange, re-exchange and all bank charges & interest, expenses
 and to be suffered, for want of payment of the said Bill. Thus protested in London, in presence of John Allen and
 William Summers witnesses, afterwards on the same day month and year before me the said Notary, Archer
 Bydes Esq^r Esq^r of this City of London Bankers, declared that they would pay the original, ^{above} protested Bill
 (they having) accepted the same for honor and Account of Meredith's Esq^r the third endorser thereof, holding
 them the said Endorsers the preceding Endorsers the Drawer and all others concerned always bound unto them

these declare for their reimbursement, in due form of Law, Done and passed as aforesaid

Received the 13th April 1776 of chaf^{rs} Archer Bydes Esq^r Esq^r two hundred pounds for the principal of the within protested
 Bill and seven shillings and nine pence Charges Harrison & Ansley

200. 0. 0 Principal
 2. 6 10/12 & Act for non acceptance
 5. 3 Prolen & Act of hon^r for non payment
 200. 7. 9

Teste
 Thomas Edwards L. S. D.

Northumberland District April Term 1776

and by the said Plaintiff since the 3^d of September to pay the said sum of one hundred & fifty pounds lawful money aforesaid have altogether refused and still do refuse to pay the same to the said Plaintiff to his damage of five pounds and therefore he brings suit R^d.

H. T. Brooke p.p.

October 1793.

Common Order

November

Common Order confirmed

At a District Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland at the Courthouse of Northumberland on Thursday the 2^d of April 1794.

John Ryburn Esq^r of John Lambeth.

against

Charles R. Thompson Esq^r

Def^s 3 In Debt

This day came as well the Plaintiff by his Attorney, as James A. Thompson the bail for the Defendants appearance by his Attorney, and the Defendants having failed to appear or to give special bail, the said bail for appearance is allowed to depose this suit, and on his motion it is ordered that the Judgment obtained in this suit at the Rules in the Clerks Office be set aside, and thereupon he pleads payment to which the Plaintiff replies generally, the trial of the issue is continued till the next term.

September 1794. continued. April 1795. continued. September. continued.

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties, at Northumberland Courthouse on Monday the 11th of April 1796

John Ryburn Esq^r of John Lambeth.

against

Charles R. Thompson Esq^r and James A. Thompson the bail for their appearance

Def^s 3 In Debt

This day came as well the Plaintiff by his Attorney, as the Defendant James A. Thompson by his Attorney, and thereupon came also a Jury to wit John Booth, William Lewis, William Pavenport, Alexander Johnson, Matthew Lawkin, Ellis Sims Jonathan Abbot Samuel Auld, John Downing, James Huddall, Ellis Edwards and James Burwell who being elected tried and sworn well and truly to try the issue joined between the Parties upon their oaths do say that the Defendants Charles R. Thompson have not paid unto the Plaintiff the debt in the declaration mentioned as the Plaintiff by replying hath alleged, and they do assess the damages of the Plaintiff by occasion of the detention of the said to one penny, Therefore it is considered by the Court that the Plaintiff recover against the Defendants one hundred and fifty pounds lawful money of Virginia the debt in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and his costs by him about his suit in this behalf expended, and the

Defendants in mercy R^d But this Judgment may be discharged by the payment of eighty pounds money aforesaid with legal interest thereon to be computed from the 15th day of January 1795 till paid, and the damages & costs.

KNOW all men by these Presents that we Charles Raphael Thompson Esq^r of Essex County, State of Virginia are held and firmly bound unto John Lambeth of Fredericksburg State aforesaid in the full & just sum of one hundred & fifty pounds lawful money of Virginia to which payment well and truly to be made we bind ourselves our Heirs & Assigns, jointly by these Presents sealed with our seals and dated this day of September in the year of our Lord, one thousand seven hundred and ninety two.

The condition of the above obligation is such that if the above bounden Charles R. Thompson Esq^r their Heirs & Assigns

After Gallathea
Fredericksburg 30th Oct. 1792 I assign the within Bond to John Ryburn his heirs & for value received
J^r. Lambeth

Teste Thomas Edwards C. N. B.

Northumberland District April Term 1796

Pierce
v^r
Bruer 3

Virginia &c. Westmoreland &c. Randall Pierce complains of Richard Bruer in custody & so forth of a plea that he tender unto the Pl^{ff} the sum of thirty pounds Virginia currency with interest at the rate of six p^{ts} per annum from the 24th Sept. 1793 which to him he owes & from him detains For that whereas a certain Francis Smith at Stomony ferry in the County afo^{re} (b^{eing} within the jurisdiction of this Court) on the 16th July 1793 (then being a person using commerce viz. at the County afo^{re}) according to the use and custom of merchants & from of the Act of Assembly of Virginia in such case made & provided made his certain inland Bill of exchange in writing, & with his hand subscribed, bearing date the same day and year, & the same Bill of exchange to the said ^{Def^t} in Richmond County Commonwealth afo^{re} directed, by which said Bill of exchange the said Francis Smith required the said Def^t to pay unto the said Pl^{ff} or his Order the sum of thirty pounds Virginia currency, six weeks after date of the said Bill, value received, and place it to account of the said Francis which said Bill afterwards to wit, on the 24th day of September 1793 at the County afo^{re} was shewn to the said Defendant for acceptance thereof, and the said Def^t that bill of exchange then & there according to the use & custom of merchants, & according to the Act of Assembly of Virginia in such case made and provided, accepted by subscribing his name with his proper hand at the foot of the said Bill, whereby the said Def^t became chargeable & bound to pay the said sum of £30 afo^{re} unto the said Pl^{ff} according to the tenor of the Bill afo^{re} & so being chargeable and bound, the s^d Def^t in consideration of the premises, afterwards to wit, the same day & year last mentioned at the County afo^{re}, assumed upon himself & to the Pl^{ff} then & there faithfully promised that he the said Def^t would well & truly consent and pay the said Plaintiff the said sum of money according to the tenor of the said Bill of exchange, & whereas afterwards, to wit, on the said 24th day of September in the year 1793 at the County afo^{re} the said Def^t was indebted to the Pl^{ff} on the further sum of £20.0 lawful money of Virginia, for the like sum of money before then by the Pl^{ff} paid laid out and expended to & for the use & benefit of the Def^t, & also for the like sum of money then advanced to the Def^t, & also for the like sum of money by the Def^t had & received to & for the use of the Pl^{ff}, all at the special instance & request of the said Def^t, and being so indebted he the said Pl^{ff} in consideration thereof afterwards, to wit, the day & year last mentioned at the County afo^{re} undertook & faithfully promised the Pl^{ff} that he would well & truly consent & pay him this last mentioned sum of money when he should be thereto afterwards requested. Nevertheless the said Def^t the afo^{re} several sums

666. 8928 Cash.

James H. Hodges
v^r
Chapfield

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of money & the interest afo? or any part thereof to the said Plf altho' often requested has not yet paid, but the same to pay
has hitherto still doth refuse to the damage of the Plf of Therefore he produces suit

February 1795... Common Order
March... Common Order confirmed Writ of inquiry
April... Continued... September... Continued

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at
Northumberland Courthouse on Monday the 14th of April 1796

Randall Pierce... Plt
against
Richard Bruer... Def. 3 In Debt

This day came the Parties by their Attornies, and on the motion of the Defendant it is ordered that the Judgment obtained
against him in this suit at the Rules in the Clerks Office, and the Order for a writ of inquiry of damages be set aside, &
whereupon he pleads over nothing and issue, whereupon came also a Jury to wit Griffin Edwards, Daniel Crabb, William
Bayly, John H. Fouchie, Joseph Hudwall, Randolph Elliott, Benjamin Libalder, John Davis, John Clutter, James Dodson
Charles Hallon and John Gordon jurrs who being elected, tried and sworn well and truly to try the issue joined between
the Parties, by consent of the said Parties and with the assent of the Court, Griffin Edwards one of the Jurors of the said Jury
is withdrawn, and the rest of the Jurors of the said Jury from receiving their Verdict of and upon the premises are altogether
discharged, and the Defendant withdraws his said plea and acknowledges the Plaintiffs Action, Therefore it is considered by the
Court that the Plaintiff recover against the Defendant thirty pounds Virginia currency with legal interest thereon to be
computed from the 24th day of September 1793 till paid the debt in the declaration mentioned, and his costs by him about his
suit in this behalf expended, and the Defendant in mercy &c And the Plaintiff agrees to stay the Execution of this Judgment
six months

For 30 Virginia by Homony Tryy. 16 July 1793
Six weeks after date pay to Mr. Randall Pierce or Order thirty pounds Virginia Currency which place to Account of
To Mr. Richard Bruer
Richmond City Virginia
Upon very Abd. boro!
Francis Smith

Accepted
Gerard R. Nutt
Richard Bruer
24th Sept 1793

Teste
Thomas Edwards C. S. B.

Northumberland District April Term 1796

Westmoreland County to wit Uriah Forrest and Benjamin Stoddart complain of Joseph Scofield surviving partner of Scofield
and Thornley, now in custody &c of a plea that he tender unto the said Plaintiffs the sum of forty six pounds eight shillings & five
pence sterling money of Great Britain which he owes and unjustly detains from them for that, whereas the said Defendant on the

Cott. 8428 Cudi.

by weeks after date pay to Mr. Russell Pierce or Order thirty pounds Virginia Currency which please to account of
 To Mr. Richard Brewer
 Richmond City Virginia
 Accepted
 Richard Brewer
 24th Sept. 1792
 Yours very Obedt. Servt.
 Francis Smith

Esq. Thomas Edwards C. S. B.

Northumberland District April Term 1796

Wm. Shoddart }
 vs }
 Joseph Schofield }
 and Thornley, now in custody of a plea that he tender unto the said Plaintiffs the sum of forty six pounds eight shillings & five pence sterling money of Great Britain which he owes and unjustly detains from them for that, whereas the said Defendant on the 25th day of Nov. in the year 1786 in the Parish of in the County aforesaid, by his certain writing, commonly called a promissory note, with the hand of the said Defendant subscribed (and now here in Court produced) did promise to pay unto the said Plaintiffs the said sum of £46. 8. 5 sterling money afo. upon the 1st day of March after the date thereof. And the said Plaintiffs do in fact aver that the said Defendant did not pay to the said Plaintiffs the said sum of £46. 8. 5 according to the tenor of the said note, or at any time before or since, whereby an Action hath accrued to the said Plaintiffs to demand thereof of the said Defendant the said sum of £46. 8. 5 Nevertheless the said Defendant although often required hath not paid the said sum of £46. 8. 5 to the said Plaintiffs but the same to pay has refused and still doth refuse to the damage of the said Plaintiffs fifteen pounds: and therefore they bring their suit
 Monros pro Deur.

John Doe & Richard Roe } Pledges of prosecution

May 1794. Common Order
 June Common Order confirmed

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At a superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at the Courthouse of Northumberland County on Thursday the 4th of September 1796
 Uriah Horner and Benjamin Shoddart. vs. Joseph Schofield surviving Partner of Schofield & Thornley.
 This day came the Parties by their Attorneys, and on the motion of the Defendant it is Ordered that the Judgment Plaintiffs against him in this suit as the Rules in the Clerk be set aside, and thereupon he pleads payment to which the Plaintiffs reply generally, the trial of the issue is continued till the next term
 April 1798. Continued September. Continued

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April 1795.

Continued

September

Continued

At a superior court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland Counties at Northumberland Courthouse on Monday the 4th of April 1796

Uriah Forrest and Benjamin Hoddart

Pls

In Debt

against
Joseph Schofield surviving partner of Schofield & Thornley. Defs.

This day came the parties by their Attorneys. The Defendant withdrew his former plea & acknowledges the debt of the Plaintiff. Therefore it is considered by the court that the Plaintiff recover against the Defendant forty six pounds eight shillings five pence sterling money of Great Britain the debt in the declaration mentioned & their costs by them about their suit in this behalf expended. And the Defendant in mercy &c. But this judgment is to have credit by eleven pence four pence three farthings Virginia currency. And the Plaintiff agree that Execution of this judgment shall be stayed until the final determination of issue depending in the county court of Northumberland between the said Joseph Schofield Plaintiff & John Hurst Defendant.

Ordered that the rate of exchange for the said Debt be settled at twenty eight per centum. This our sole shall oblige us our heirs & assigns to pay unto Uriah Forrest & Ben^y Hoddart their heirs or assigns at or upon the first day of March next to come, the just & full sum of forty six pounds eight shillings five pence sterling money of Great Britain given under our hand this 20th day of Nov^r 1786

Test

Lewis

Rec^d: 1 hhd 10⁰... 110⁰ @ 2^d 12⁰ 6⁰ 1786

Schofield & Thornley

Test Thomas Edwards C. C. J.

Northumberland District April term 1796

Northumberland County to wit ^{Step^r} Robert & Alexander Liddle Agents of Richard Sydnor complain of Daniel Crabbe jun^r in custody of a plea that he tender unto them the full & just sum of £78.2.6 Maryland currency which said sum of £78.2.6 Maryland currency the Plaintiff aver to be of the value of £62.10 Virginia currency which to them he owes from unjustly detains for that whereas he the s^d Def on the 18th day of October 1792 at Baltimore in the State of Maryland to wit in the State of Virginia & at the Parish of St. Stephens County of Northumberland being within the jurisdiction of this court made his certain note in writing called a promissory note with his proper hand & name and seal subscribed therein & now here shewn to the court the date whereof is the same day & year promised to pay to the aforesaid Richard or order the said sum of £78.2.6 Maryland currency, of the value of £62.10 Virginia currency aforesaid on or before the 25th day of December 1793 in Baltimore Town afores^d which s^d promissory note he the s^d Richard afterwards to wit on the 3^d day of June 1793 at Baltimore to wit in the State of Virginia at the Parish County aforesaid for a valuable consideration did assign & endorse over to them the s^d Pls of which assignment he the s^d Defendant afterwards to wit on the day & year & at the place last mentioned then & there had notice, by reason whereof & by virtue of an Act of Assembly in that case made & provided an Action hath accrued to them the said Pls to have & demand of him the s^d Def the £78.2.6 aforesaid Maryland currency of the value of £62.10 Virginia currency aforesaid when he should be thereunto afterwards required yet he the said Def although often required the said sum of £78.2.6 Maryland currency of the value of £62.10 Virginia currency aforesaid hath not paid to them the s^d Pls on or before the s^d 25th day December 1793 on which

R. & A. Liddle

D. Crabbe jr.

R. & A. Liddle
D. Crabbe jr. Bal.

both 98.96 Cents

both 88.17 Cents

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he ought to have done the same according to the tenor & effect of the 1st promissory note but neither party altogether denied & still both deny to pay the same to them the 1st M^{rs} to the damage of the 1st M^{rs} 207 Dollars & therefore they bring their suit

John Dock

Richard Roe

3 Pleades to promissory

W. F. Carpenter P. D.

September 1794

Common Order

October

Common Order confirmed

At a superior court held for the District of Richmond, Wilmotshire, Lancaster & Northumberland counties at the Courtroom of Northumberland County on Friday the 2nd of April 1795

Messrs Robert and Alexander Kiddie Agents of Richard Sydnor M^{rs}

against

Daniel Crabbe jun^r

Def. 3 in Feb^r

This day came as well the Plaintiffs by their Attorney, as John Crabbe jun^r George Fairfax Lee & James Correll the bails for the Defendants appearance by their Attorney, and the Defendants having failed to appear or to give special bail, the said bails for appearance are allowed to defend this suit, and on their motion it is ordered that the judgment obtained in this suit at the Rules in the Clerks Office be set aside. Thereupon they plead payment, to which the Plaintiffs reply generally & refuse, the trial of which issue is continued till the next term

September 1795

Continued

At a superior court held for the District of Richmond, Wilmotshire, Lancaster & Northumberland counties at Northumberland County Courtroom on Monday the 4th of April 1796

Messrs Robert and Alexander Kiddie Agents of Richard Sydnor

against

Daniel Crabbe jun^r and John Crabbe jun^r George Fairfax Lee & James Correll the bails for his appearance Def^r

M^{rs} 3 in Feb^r

This day came as well the Plaintiffs by their Attorney, as the Defendants John Crabbe jun^r George Fairfax Lee & James Correll by their Attorney, and the said Defendants John Crabbe jun^r George Fairfax Lee and James Correll withdrew their former plea in this cause & say nothing in bar or preclusion of the Action of the Plaintiffs, whereby the Plaintiffs therein against the Defendants remain altogether undefended, Therefore it is considered by the Court that the Plaintiffs recover against the Defendants seventy eight pounds two shillings and six pence Maryland currency of the value of sixty two pounds ten shillings Virginia currency the debt in the declaration mentioned, and their costs by them about their suit in this behalf expended. And the Defendants in mercy &c

I promise to pay Richard Sydnor or order of Bills on or before the 25th day of December 1798 in Baltimore Town the full just sum of seventy eight pounds two shillings and six pence Maryland currency for value received with my hand & Seal this 16th day of Oct^r 1792

Wm Richardson

John Smith Jr

"Endorsed" Baltimore 17th June 1793

I do assign the with Note to Messrs Robt & Alex Kiddie for value received on account Current. Richard Sydnor

Teste

Thomas Edwards L. S. D.

Northumberland District April Term 1796

Northumberland County to wit Messrs Robert & Alexander Kiddie Agents of Richard Sydnor complain of Daniel Crabbe jun^r

618 8890 200

undisputed, therefore it is considered by the Court that the Plaintiff recover against the Defendants seventy eight pounds two shillings and six pence Maryland currency of the value of sixty two pounds ten shillings Virginia currency the debt in the declaration mentioned, and their costs by them about their suit in this behalf expended. And the Defendants in mercy.

I promise to pay Richard Sydnor or order of Bank on or before the 25th day of December 1793 in Baltimore Town the full & just sum of twenty eight pounds two shillings and six pence Maryland currency for value received with my hand & Seal this 16th day of Oct^r 1792

Witness
Wm Richardson

John Smith of
Baltimore

17th June 1793 I do assign the with order to dep^t Rob^t & Alex^r Riddle for value received, on Account Current,
Richard Sydnor

Daniel Brabb jun^r L.S.

Teste Thomas Edwards C. N. B.

Northumberland District April Term 1796:

24th Read
2nd Brabb jun^r & Bal

Northumberland County to wit dep^t Robert & Alexander Riddle assignees of Richard Sydnor complain of Daniel Brabb jun^r & John Brabb jun^r in custody & of a plea that they tender unto them seventy three pounds ten shillings Maryland currency which s^d sum of £73. 10 Maryland currency the s^d Pls aver to be of the value of £58. 16 Virginia currency which to them they owe & from them unjustly detain, for that whereas they the s^d Defs on the 16th day of October 1792 at Baltimore to wit in Virginia in the Parish of Saint Stephens & County aforesaid being within the jurisdiction of this Court, by their certain note commonly called a promissory note with the proper hand name & Seal of them the said Defs subscribed & signed thereto & now here shown to the Court the date whereof is the same day & year promised to pay to the aforesaid Richard or his Order in Baltimore Town the aforesaid sum of £73. 10 Maryland currency of the value of £58. 16 Virginia money aforesaid when they the s^d Defs should afterwards be therunto required, which said promissory note he the s^d Richard afterwards to wit on the 3^d day of June 1793 at Baltimore to wit in Virginia at the Parish & County aforesaid for a valuable consideration did assign & endorse over to them the s^d Pls of which assignment they the s^d Defs, afterwards to wit on the day & year & at the Parish & County last mentioned then & there had notice, by reason whereof & by virtue of an Act of Assembly in that case made & provided an action hath accrued to the s^d Pls to have & demand

of them the s^d Defs the aforesaid sum of £73. 10 Maryland currency of the value of £58. 16 Virginia currency aforesaid when they the said Defs by them the s^d Pls should afterwards be therunto required; yet they the s^d Defs though often required the s^d sum of £73. 10 Maryland currency of the value of £58. 16 Virginia currency aforesaid to them the s^d Pls have not paid but hitherto have altogether denied & will do deny to pay the same to them the s^d Pls to the damage of the s^d Pls 200 Dollars & therefore they bring their suit

Pledges to prosecute

John Poe & Richard Roe

September 1794

Common Order

W. F. Carpenter C. D.

Shops Robert and Alexander Riddle Agents of Richard Sydnor. *Pls*
against
 Daniel Crabbe junr and John Crabbe junr. *Defrs* *3* *In Bets*

This day came as well the Plaintiffs by their Attorney, as Beckwith Butler Sheriff of Westmoreland County by his Attorney and the Defendants having failed to appear or to give special bail the said Sheriff is allowed to defend this suit, and on his motion it is ordered that the Judgment obtained in this suit at the Rules in the Clerks Office be set aside, and thereupon he pleads payment to which the Plaintiffs reply generally, & for the trial of which issue is continued till the next term September 1796. *Continued*

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland Counties at Northumberland County on Monday the 4th of April 1796

Shops Robert and Alexander Riddle Agents of Richard Sydnor. *Pls*
against
 Daniel Crabbe junr & John Crabbe junr and Beckwith Butler Sheriff of Westmoreland County. *Defrs* *3* *In Bets*

This day came as well the Plaintiffs by their Attorney, as the Defendants Beckwith Butler by his Attorney, the said Def^r Beckwith Butler withdrew his former plea in this cause and said nothing in bar or prescription of the action of the Plaintiffs whereby the Plaintiffs therein against the Defendants remain altogether undefended. Therefore it is considered by the Court that the Plaintiffs recover against the Defendants seventy three pounds ten shillings Maryland currency of the value of fifty eight pounds seven shillings Virginia currency the debt in the declaration mentioned, and their costs by them about their suits in this behalf expended, and the Defendants in mercy *Pr*

This day we have finally settled our accounts with Richard Sydnor of Baltimore balance due him seventy three pounds ten shillings Maryland currency which we promise to pay to the said Richard Sydnor in Baltimore town or his Order within our hands & seals this 16th Oct^r 1792

Witness Hannah Rushrod Smith
 Paid: 3rd June 1793 I do again the within Note to Shops Rob^t & Alexander Riddle for value received on acc^t of
 Richard Sydnor

Teste Thomas Edwards C. & B.

Northumberland District April Term 1796

A. Rob. Riddle *13*
 Shoppers & Porter *3*
 Westmoreland County Court Robert and Alexander Riddle of the town County of Baltimore State of Maryland complain of Thomas Shoppers & John Porter of the County of Westmoreland and State of Virginia in custody of a plea that they tender unto them the full & just of one hundred seventy three pounds fourteen shillings eight pence half penny of the current money of Maryland which said £173. 14. 8^{rs} Maryland money the Shops aver to be of the value of £138. 17. 9^{rs} Virginia currency which to them they owe, and from them unjustly detain, for that whereas they the said Def^rs on the first day of November 1792 at Baltimore town County State of Maryland to wit in the State of Virginia & at the Parish of Wolfe County of Westmoreland being within the jurisdiction of this Court by their certain writing obligatory sealed with the seals of them the said Def^rs have now here shewn to the Court the date whereof is the same

both 9959 Cents

both 91126 Cents

865

and 4 year acknowledged themselves their heirs Executors & Admins to be held firmly bound to the s^d Plffs in the amount of £172.14.9¹/₂ the current money of Maryland of the value of £178.19.9¹/₂ of Virginia currency afores^d to be paid to the s^d Plffs when they the said Plffs should after be therunto required, yet the said Plffs although thereto often required have not paid the s^d £172.14.9¹/₂ Maryland currency of the value of £178.19.9¹/₂ Virginia currency aforesaid to the Plffs but hitherto have altogether denied & will do deny to pay the same to them the s^d Plffs whereby the s^d Plffs say they are the worse & have damage to the value of one hundred Dollars (wherefore) they bring this suit.

John God

Richard Roe

3 Pleaders of prosecution

W. F. Carpenter

September 1794

Common Order

October

Common Order confirmed

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at the Courthouse of Northumberland County on Friday the 2^d of April 1796

Robert & Alexander Riddley

Plts

against
Thos & John Porter

3 In Debt

This day came as well the Plaintiffs by their Attorney, as James Ruel the bail for the Defendants appearance by his Attorney & the Defendants having failed to appear or to give special bail the said bail for appearance is allowed to defend this suit on his motion it is ordered, that the Judgment obtained in this suit at the rules in the clerks office be set aside & thereupon the Plffs payment, to which the Plaintiffs reply generally & issue, the trial of the issue is continued till the next term.

September 1795

Continued

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at the Courthouse of Northumberland County on Monday the 4th of April 1796.

Robert and Alexander Riddley

Plts

against

Thomas Howers and John Porter and James Ruel the bail for their appearance

3 In Debt

This day came as well the Plaintiffs by their Attorney, as the Defendants James Ruel by his Attorney, and thereupon came also a Jury to wit Daniel Brabb, Griffin Edwards, William Baileys, John H. Fowkes, Joseph Kidwell, Randolph Chase, Benjamin Walker, John Davis, John Clutter, James Botson, Charles Haller and John Gordon jun^r who being elected tried & sworn well & truly to try the issue joined between the Parties upon their oaths do say that the Defendants Thomas Howers & John Porter have not paid unto the Plaintiffs the debt in the declaration mentioned, as the Plaintiffs by replying have alleged, and they do assest the damages of the Plaintiffs by occasion by the delusion of the said debt to one penny. Therefore it is considered by the Court that the Plaintiffs recover against the Defendants one hundred and twenty three pounds fourteen shillings and eight pence half penny of the current money of Maryland of the value of one hundred and thirty eight pounds sixteen shillings & nine pence farthing Virginia currency the debt in the declaration mentioned together with their damages aforesaid in form aforesaid assest and their costs by them about their suit in this behalf expended, And the Defendants in merr^y But this Judgment may be discharged by the payment of forty three pounds eighteen shillings and nine pence farthing with legal interest thereon to be computed from the 14th day of May 1793 till paid, the damages and costs.

MON^y all men by these Presents that we Thomas Howers & John Porter of the County of Westmoreland State of Virginia are held firmly bound unto Rob^t & Alex^r Riddell of Baltimore town County State of Maryland in the full & just sum of one hundred seventy three pounds fourteen shillings & nine pence half penny of the current money of Maryland, to be paid to the said Rob^t & Alex^r

Case 51126 Ents

Certs. \$11.26 Cents

Jury to wit Daniel Crabb, Griffin Edwards, William Baileys, John H. Fausch, Joseph Hudnall, Randolph Clott, Benjamin Blakely, John Davis, John Clutter, James Dotson, Charles Hallen and John Gordon junr. who being elected tried & sworn well & truly to try the issue joined between the Parties upon their oaths do say that the Defendants Thomas Howers & John Porter have not paid unto the Plaintiffs the debt in the declaration mentioned, as the Plaintiffs by replying have, alleged, and they do assest the damages of the Plaintiffs by occasion by the delusion of the said debt to one penny. Therefore it is considered by the Court that the Plaintiffs recover against the Defendants one hundred and twenty three pounds fourteen shillings and eight pence half penny of the current money of Maryland of the value of one hundred and thirty eight pounds nineteen shillings nine pence farthing Virginia currency the debt in the declaration mentioned together with their damages aforesaid in form aforesaid assest and their costs by them about their suit in this behalf expended, And the Defendants in mercy. But this Judgment may be discharged by the payment of forty three pounds eighteen shillings and nine pence farthing with legal interest thereon to be computed from the 14th day of May 1793 till paid, the damages and costs.

MON all men by these Presents that we Thomas Howers & John Porter of the County of Westmoreland State of Virginia are held firmly bound unto Robt & Alexr. Riddell of Baltimore Town County State of Maryland in the full & just sum of one hundred seventy three pounds fourteen shillings eight pence half penny of the current money of Maryland, to be paid to the said Robt & Alexr. Riddell, to which payment well & truly to be made & done we bind our selves & each of us our Heirs Executors & Administrators jointly & severally firmly by these Presents sealed with our seals & signed this first day of November one thousand seven hundred Ninety two. Now the condition of the above Obligation is such that if the above bound Thomas Howers & John Porter or either of them their Heirs Executors or Administrators do shall well & truly pay or cause to be paid to the above mentioned Robt & Alexr. Riddell or their Assigns on or before the first day of December next ensuing the just & full sum of eighty six pounds seven shillings & four pence farthing with interest from this date until paid, then the above Obligation to be void otherwise to remain in full force & virtue in Law.

Signed sealed & delivered in presence of

Alexr. Ferguson Witness

Baltimore 24th May 1793 Received from Mr. Thomas Howers & John Porter

£43.2

Thomas Howers
John Porter

[Seal]
[Seal]

Robt & Alexr. Riddell

Teste Thomas Edwards L. C. & C.

646
Reed & Force
15
Tidewater

Northumberland District April Term 1796

Westmoreland County to wit, Jn. Reed & Standish Force under the firm of Reed and Force complain of Reuben Bedwell in his day & so forth for that to wit, that whereas the said Reuben the defendant on the day of in the year of our Lord one thousand seven hundred and eighty at the Parish of in the County aforesaid aforesaid was indebted to the said Reed & Force the Plaintiff in the sum of £100 of lawful money of Virginia for divers goods wares and merchandizes by the Plaintiff before that time sold and delivered to the Defendant at his special instance and request, being so indebted the defendant in consideration thereof afterwards, that is to say on the day and year last mentioned at the Parish aforesaid in the County aforesaid undertook and then & there faithfully promised to the Plaintiff, that he the defendant would well & truly pay the sum of £100 to the Plaintiff, when he the said defendant should be thereunto required; and whereas also,

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and the Plaintiff in fact faith, that the goods, wares and merchandises last above mentioned were, at the time of the sale and delivery thereof reasonably worth other £100 pounds of like lawful money of Virginia, that is to say, at the parish aforesaid, in the county aforesaid, whereof the defendant afterwards, that is to say on the same day and year last above mentioned, at the Parish aforesaid, in the county aforesaid, had notice; And whereas also, the Defendant afterwards, that is to say on the same day and year aforesaid at the parish aforesaid in the county aforesaid, was indebted to the plaintiff in another sum of £100 of like lawful money of Virginia; for so much money by the plaintiff for the use of the Defendant as his special instance and request before that time paid, laid out and exposed; and being so indebted he the defendant afterwards that is to say, on the same day and year aforesaid, at the parish aforesaid, in the county aforesaid, understood and they and there faithfully promised to the plaintiff that he the defendant would well truly pay the other sum of £100 to the Plaintiff when he the defendant should be thereunto afterwards required. Nevertheless, the defendant, not at all regarding his said several promises and undertakings so made as aforesaid, in form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the Plaintiff in this behalf, hath not paid to the Plaintiff the said several sums of money or any of them, or any part thereof, although to pay the same to the Plaintiff the defendant afterwards, that is to say, on the same day and year last above mentioned, at the parish aforesaid, in the county aforesaid, was requested by the plaintiff but the defendant hath hitherto intirely refused and still doth refuse to pay the same to the plaintiff, to the damage of the Plaintiff £500 pounds. Wherefore they bring suit,

do. for Plff.

Pledges of Prosecution

John Doe and Richard Roe

May 1794

Common Order

June

Common Order confirmed & Order for a writ of inquiry of damages

September

continued

April 1795

continued

September

continued

At a superior court held for the District of Richmond, Accommodated, Lancaster and Northumberland counties at Northumberland Courthouse on Monday the 4th of April 1796

John Reed and Standish Forde under the firm of Reed and Forde . . . Plffs

against

Ruben Tidwell

Def. In Case

Def.

This day came the Parties by their Attornies, and on the motion of the Defendant it is ordered that the Judgment stand against him in this suit at the Rules in the Clerks Office & the order for a writ of inquiry of damages be set aside and thereupon he pleads, non assumpsit, the Act of limitation and infancy, to which second and third pleas the Plaintiff replies generally & issues whereupon came also a jury to wit John Booth, William Lewis, William Davenport Alexander & John, Matthew Lankins, Ellis Sims, Jonathan Abbey, Samuel Rust, John Downing, James Hednall Ellis Edwards and

and James Burwell, who being sworn and sworn well and truly to try the issues joined between the Parties, upon their oaths

and James Burwell, who being called in and sworn well and truly, to try the issues joined between the Parties, upon their oaths do say that the Defendant did assume upon himself in manner and form as the Plaintiffs against him have complained, and the said Jury upon their oaths do further say that the promise and assumption in the declaration mentioned was made within one year next before the Plaintiffs suing out their original writ in this cause, as the Plaintiffs by replying have alleged, the said Jury upon their oaths do further say that the said Defendant at the time of the making the promise and assumption in the declaration mentioned was of the full age of twenty one years, and more, as the Plaintiffs also by replying have alleged, and they do assess the damages of the Plaintiffs by occasion of the nonperformance of the promise and assumption in the declaration mentioned to fifty six pounds seven shillings and six pence, whereupon the defendant moved the Court to set aside the said Verdict & award a new trial between the Parties, and because the Court is not advised what judgment to give of and upon the Promise a day is given the Parties here until tomorrow to hear the judgment of the Court thereupon.

At a superior Court held for the District of Richmond, Westmoreland, Lancashire and Northumberland Counties at Northumberland Courthouse on Thursday the 7th of April 1796

John Reed & Charles Fox, under the firm of Reed and Foxe Pls

against
Richard Sedwell

Def^t 3 In Case

This day came the Parties by their Attorneys, and the Defendant's motion for a new trial being overruled, it is considered by the Court, that the Plaintiffs recover against the Defendant fifty six pounds seven shillings six pence their damages by the Jury in their Verdict assessed, and their costs by them about their suit in this behalf expended, and the Defendant in mercy Re

Teste Thomas Edwards C. & J.

Northumberland District April Term 1796

Westm^r County to wit I A. & C. Thompsons Merchants complain of George Fairfax Lee in custody of a plea that he render to the Plaintiffs the sum of £142. 14. 10 which the said Defendant owes the Plaintiffs and unjustly claims from them for that whereas the said Defendant on the 15th day of December 1791 at the County aforesaid by his certain writing obligatory sealed with his seal bearing date the same day and year aforesaid and now here shown to the Court of the County aforesaid acknowledges himself to be held and firmly bound unto the said Plaintiffs in the said sum of £142. 14. 10 to be paid to the said Plaintiffs whenever afterwards he the said Defendant should be thereto requested, yet the said Defendant although often requested to pay the said sum of money to the said Plaintiffs hath hitherto refused and still doth refuse to the damage of the said Plaintiffs £50 and therefore they bring suit.

November 1794 . . . Common Error
December . . . Common Error confirmed

At a superior Court held for the District of Richmond, Westmoreland, Lancashire and Northumberland Counties at the Courthouse of Northumberland County on Friday the 9th of April 1796

I A. & C. Thompson Merchants . . . Pls

against
George Fairfax Lee

Def^t 3 In Petn

This day came as well the Plaintiffs by their Attorney, as John Blabury & James Dorell the bail for the Defendant's appearance by their Attorney, the Defendant having failed to appear or to give special bail, the said bail for appearance are allowed to defend their

whereas the said Defendant on the 15th day of December 1791 at the county aforesaid by his certain writing Obligatory sealed with his seal bearing date the same day and year aforesaid and now here shown to the Court of the Commonwealth acknowledged himself to be held and firmly bound unto the said Plaintiffs in the said sum of £142. 14. 10 to be paid to the said Plaintiffs whenever afterwards he the said Defendant should be thereto requested, yet the said Defendant although often requested to pay the said sum of money to the said Plaintiffs hath hitherto refused and still doth refuse to the damage of the said Plaintiffs £50 and therefore they bring suit.

November 1794.

Common Order

December

Common Order confirmed

A Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at the Courthouse of Northumberland County on Friday the 19th of April 1795

J. A. H. R. Thompsons Merchants . . . Pls

against

George Fairfax Lee

Def.

Pls 3 In Debt

This day came as well the Plaintiffs by their Attorney, as John Alsbury & James Cornell the bail for the Defendants appearance by their Attorney, & the Defendant having failed to appear or to give special bail, the said bail for appearance are allowed to defend this suit, and on their motion it is ordered that the judgment obtained in this suit at the Rules in the Clerks office be set aside. Thompsons then plead payment, to which the Plaintiffs reply generally Veritas, the trial of the issue is continued till the next term.

Sept. 1795

Continued

A Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at the Courthouse of Northumberland County on Monday the 4th of April 1796.

J. A. H. R. Thompsons Merchants

against

George Fairfax Lee, and John Alsbury and James Cornell the bail for his appearance Defs.

Pls

3 In Debt

This day came as well the Plaintiffs by their Attorney, as the Defendants John Alsbury and James Cornell by their Attorney, & Thompson

came also a jury to wit, John Booth, William Lewis, William Davenport, Alexander Johnson, Matthew Larkin Ellis Jones, Jonathan Abbey, Samuel Rust, John Gowing, James Keenall, Eli Edwards and James Burwell who being sworn tried & returned well & truly to try the issue joined between the Parties upon their Oaths do say that the Defendant George Fairfax Lee hath not paid unto the Plaintiffs the debt in the declaration mentioned, as the Plaintiffs by replying have alleged, and they do assess the damages of the Plaintiffs by occasion of the defension of the said debt to one penny. Therefore it is considered by the Court that the Plaintiffs recover against the Defendants one hundred and forty three pounds fourteen shillings and ten pence the debt in the declaration mentioned, together with their damages aforesaid in form aforesaid assessed & then costs by them about their suit in this behalf expended, and the Defendants in mercy. But this judgment may be discharged by the payment of security one pound seventeen shillings and five pence lawful money of Virginia in gold or silver coin with legal interest thereon to be computed from the 15th day of December 1791 till paid, & the damages & costs.

AND all men be these Remits that I George Fairfax Lee of Westmoreland County State of Virginia am held &

Book 9998 Auk

649

discharged by the payment of seventy one pounds seventeen shillings and five pence lawful money of Virginia in gold or silver coin with legal interest thereon to be computed from the 15th day of December 1791 till paid, with damages & costs.

KNOW all men by these Presents that I George Fairfax Lee of Northumberland County State of Virginia am held & firmly bound unto J. A. H. R. Thompson Merchant of County State aforesaid in the full sum of One hundred forty three pounds fourteen shillings five pence lawful money of Virginia in gold or silver coin to the true performance of which payment I bind myself my heirs Executors & assigns firmly by these presents, Witness my hand & Seal this fifteenth day of December one thousand seven hundred ninety one.

The condition of the above obligation is such that if the above George Fairfax Lee his heirs or assigns or any of them do & shall faithfully pay unto the above mentioned J. A. H. R. Thompson or their assigns the full & just sum of seventy one pounds seventeen shillings five pence lawful money of Virginia in gold or silver coin, on demand, with legal interest, until paid, then the above obligation is to be void else to remain in full force and virtue.

John Nord
James Elliott

George Fairfax Lee

Teste Thomas Edwards C. C.

Northumberland District April Term 1796

Henderson vs
Gordon & Davis

At a Quarterly Court continued & held for Northumberland County at the Court house on Thursday the 15th of December 1792
Henderson vs Gordon & Davis Merchants & Pumpico. Pts
against John Gordon and Thomas Davis Executors of Kinner's estate decd. Bkts. 3 In Debt

This day came the Parties by their Attorneys, and thereupon came also a Jury to wit Charles Yerby, Thomas Gibbons, William Graham junr., William B. Lewis, James Sutton, William Aliman, Jordan Petto, George Bear, Ewell Webb, William Agion, William H. Williams and James Daugherty who being elected tried and sworn well and truly to try the said issues between the Parties, upon their oaths do say that the Defendants have not paid unto the Plaintiffs the debt in the declaration mentioned as the Plaintiffs by replying have alleged, and they do assess the damages of the Plaintiffs by occasion of the detention of the said debt to one penny. Therefore it is considered by the Court that the Plaintiffs recover against the Defendants one hundred and ninety nine pounds the debt in the declaration mentioned, together with their damages aforesaid in form aforesaid assessed, and their costs by them about their suit in this Cause assessed and the Defendants in mercy. But this Judgment may be discharged by the payment of ninety nine pounds and shillings with legal interest thereon to be computed from the first day of October 1791 till paid with damages & costs.

Costs 164th lbs @ 19th
110 @ 14th 3 p^{ts}
274 - 166 £40 Cents

An Execution issued on the above Judgment on the 2^d day of December 1792 but was returned without being executed.

The Court of Virginia To the Sheriff of Northumberland County Greeting we command you that of the goods & Chattels of John Gordon and Thomas Davis Executors of Kinner's estate decd late in your Bailwick

Costs... \$2.04 Cents

cause to be made the sum of one hundred and ninety nine pounds which Henderson, Ferguson Gibson Merchants Dumfries lately of our County Court of Northumberland have recovered against them for Debt, also the sum of two hundred and seventy four pounds of tobacco sixteen shillings six pence forty cents, & one penny, which to the said Henderson, Ferguson, and Gibson in the same Court were adjudged for their damages, as well by reason of detaining the said debt, as for their costs in that suit expended, whereof they are counsel as appears to us of record, And that you have the same before the Justices of our said Court at the Courthouse thereof on the second Monday next April next to render to the said Henderson, Ferguson, Gibson of the debt & damages aforesaid, And have then there this Ulric Ulinup Batesby Jones Clerk of our said Court at the Courthouse aforesaid the 10th day of March 1795 in the 17th of our foundation

164th 165th @ 18th 3rd
110th @ 12th 3rd
274

Batesby Jones

Remo. This Execution may be discharged by the payment of ninety nine pounds ten shillings with legal interest thereon to be computed from the first day of October 1787 till paid, & the damages

Batesby Jones

April the 10th day 1795 Executed on 4 negroes to Tom Rob Mary Kate, sold for want of land

Joseph Rogers Esq.

The Commonwealth of Virginia To the Sheriff of Northumberland County, greeting in command you that you are to sell those goods & chattels of John Gordon & Thomas Davis Executors of Kinner bralle dead to the value of one hundred ninety nine pounds, also one penny and two hundred seventy four pounds of tobacco, and sixteen shillings and six pence, and eighty Cents which according to our command you have taken, and which remain in your hands unsold, as you have certified to our Justices of our Court of our said County to satisfy Henderson, Ferguson and Gibson Merchants Dumfries the said sums of money & tobacco, whereof in our said Court they have recovered Execution against the said Gordon & Davis by virtue of a Judgment in the said Court, And that you have the same before the Justices of our said Court at the Courthouse thereof on the second Monday in June next to render to the said Henderson Ferguson Gibson of the money & tobacco aforesaid. And have then there this Ulric Ulinup Batesby Jones Clerk of our said Court, at the Courthouse aforesaid the 10th day of April 1795 in the 17th year of our foundation

164th of the above ment^d 165th @ 18th 3rd
110th @ 12th 3rd
274

Batesby Jones

Remo. This Execution (as to the within mentioned one hundred ninety nine pounds) may be discharged by the payment of ninety nine pounds ten shillings with legal interest thereon to be computed from the first day of October 1787 till paid

Batesby Jones

At a Court of monthly session held for Northumberland County, at the Courthouse on Monday the 13th day of July 1795

On the motion of John Gordon and Thomas Davis Executors of Kinner bralle dead to quash an Execution of Menditioni reported said out of this Court against them by Henderson Ferguson Gibson Merchants Dumfries. This day came the Parties by their Attornies, & on hearing the said Parties, it is ordered that the said Execution be quashed accordingly. From which Order the said Henderson Ferguson Gibson prayed and obtained an appeal to the first day of the next District Court to be held here, John Heath their security having entered into and acknowledged a Bond according to Law.

Atty. Genl. Tho. Collins Esq.

September 1795.

Continued

At a superior Court held for the District of Richmond, Chesapeake and Northumberland Counties at Northumberland Courthouse on Tuesday the 5th of April 1796

Henderson Ferguson and Gibson Merchants Dumfries. Appellants

against

John Gordon and Thomas Davis Executors of Kinner bralle dead Appellees

Upon an Appeal from an Order of the County Court of Northumberland made the 13th day of July 1795

against
John Gordon and Thomas Davis Executors of Kinner brails dead Appellees of Northumberland made the 18 day of July 1796
quashing an Execution of venditioni exponas sued out of the said Court by the Appellants
against the Appellees.

This day came the Parties by their Attorneys, and thereupon the manuscript of the record of the Order aforesaid being read & inspected it seems to the Court here that the said Order is erroneous. Therefore it is considered by the Court that the same be reversed and annulled, and that the Appellants recover against the Appellees their costs by them expended in the prosecution of their appeal aforesaid here

Testes Thomas Edwards C. & B.

650

Northumberland District April Term 1796

Taylor
vs
Ewell

County to wit

John Taylor complainant of James Ewell and Charles Ewell in custody, and so forth of a plea
that they render to him £276 which to him they owe and from him unjustly detain, for that whereas the said Defendants the eighteenth day of December in the year of our Lord 1792 at the Parish of in the County aforesaid, by their certain writing obligatory, sealed with their seals and so the Court now here shews, the said whereof is the same day and year aforesaid, did acknowledge themselves to be held and firmly bound unto the Plaintiff in the full & just sum of two hundred and seventy six pounds as aforesaid to be paid unto the Plaintiff when they should be thereto required. Nevertheless the said Defendants, although often required, the said sum of money, to the said Plaintiff have not paid, but the same to them to pay hitherto have refused and still do refuse to the damage of the Plaintiff of five pounds, and therefore he brings suit and so forth

John Doe & 3 Pleades R.
C. Roe

F. T. Brooke J. J. J.

September 1794. Discontinued against Charles and Common Order against James Hall
October. Common Order confirmed

At a superior Court held for the District of Richmond, Westmorland, Lancashire and Northumberland Counties, at the Courtthouse of Northumberland County on Saturday the 4th of April 1796

John Taylor. Pl.
against
James Ewell. Def.

This day came as well the Plaintiff by his Attorney, as Richard Selden the bail for the Defendants appearance by his Attorney, and the Defendants having failed to appear or to give special bail the said bail for appearance is allowed to defend this suit, and on his motion it is ordered that the Judgment obtained in this suit at the rules in the Clerk's office be set aside, and thereupon he pleads payment, to which the Plaintiff replies generally, and issue, the trial of which issue is continued till the next term.

September 1795. Continued

Northumberland Courthouse on Tuesday the 8th of April 1790

John Taylor

against

James Evell and Richard Seldon the bail for his appearance. . . Btts.

Att

3 In Btts

This day came as well the Plaintiff by his Attorney, as the Defendant Richard Seldon by his Attorney, and the Defendant James Evell withdrew his former plea and acknowledges the action of the Plaintiff. Therefore it is considered by the Court that the Plaintiff recover against the Defendants two hundred and seventy six pounds the debt in the declaration mentioned and his costs by him about his suit in this behalf expended; and the Defendants in mercy. But this Judgment may be discharged by the payment of one hundred and thirty eight pounds with legal interest thereon to be computed from the eighteenth day of December 1792 till paid, & the Costs.

KNOW all men by these Presents, that we James Evell Charles Evell from the County of Lancaster of the County of Prince William are held firmly bound unto John Taylor of the County of Richmond, in the full & just sum of two hundred and seventy six pounds, to be paid unto the said John Taylor, his certain Attorney, his heirs, Executors, Administrators or assigns To which payment well truly to be made, we bind ourselves jointly and severally our joint several heirs Executors and Administrators jointly by these Presents, sealed with our seals, & dated this eighteenth day of December one thousand seven hundred ninety two. The condition of the above Obligation is such, that if the above bound James Evell Charles Evell, do and shall well and truly pay, or cause to be paid unto the said John Taylor his certain Attorney, his heirs, Executors, Administrators, or assigns the just and full sum of one hundred and thirty eight pounds the condition being for negroes Marys Little, Polly Littlemy in piece, on or before the eighteenth day of December next ensuing, with legal interest from the date hereof if not punctually paid, then the above obligation to be void, or else to remain in full force.

Teste Thomas Taylor Clerg

James Evell
Ch. Evell

Seal
Seal

Teste

Thomas Edwards C. St. D.

both . . . \$ 8.50 Cents

Annals
in
Moxley

Cents . . . \$ 8.52 Cents

Northumberland District April Term 1796.

The Commonwealth of Virginia To the Sheriff of Lancaster County Greeting whereas Richard Clifton Esq of Williams County was as a Court held for the District of Richmond, Westmoreland, Lancaster & North: at North: Courthouse on the 10th day of April 1793 before the Judges of our said Court. By the Judgment of that Court had recovered against Henry Barier five shillings for a nonsuit, also six dollars and seventy four cents for the costs of his suit in that behalf expended, whereas the said Henry Barier is connected as appears to us of record, And now on behalf of the said Clifton esq: we have received informations on our said Court, before us that altho' Judgment be thereof given as aforesaid Execution thereon still remains to be made. Therefore we command you that by good Lawfull men of your bailiwick you cause the said Henry Barier to know that he may be before our Judges of our said Court, at the Courthouse thereof on the 1st day of the next term to shew cause if any he can why the said Clifton esq: may not have Execution against the said Henry Barier for the amount of the Judgment aforesaid according to the force form and effect thereof if it shall seem expedient, to him whether to do likewise what men & hours shall in that behalf command. . .

667

Richard Esq
3
Clerk

against
Henry Carter

3 Upon a libel of fire facias
Def.

This day came the Parties by their Attornies, and on the motion of the Defendant it is ordered that the Judgment obtained against him in this suit at the Rules in the Clerks Office be set aside and thereupon he pleads payment to which the Plaintiff replies generally, and issues, the trial of the issue is continued till the next term.

September 1795.

continued

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland counties, at Northumberland Courthouse on Tuesday the 6th of April 1796

Richard Chilton Executor of William Chilton decd. Pl.

against
Henry Carter

3 Upon a libel of fire facias
Def.

This day came the Parties by their Attornies, and the Defendant withdraws his former plea and acknowledges the Plaintiffs said libel of fire facias. Therefore it is considered by the Court that the Plaintiff may have Execution against the Defendant for five shillings, also six Dollars and twenty four cents the amount of the Judgment in the said libel of fire facias mentioned, and for his costs by him expended in setting forth and prosecuting his libel aforesaid.

Teste Thomas Edwards C. N. B.

Northumberland District April Term 1796

The District of Westmoreland, Richmond, Lancaster and Northumberland to wit

Westmoreland sh. David Annadale complains of Augustine Dopley in custody of a plea that he tender unto him the sum of fifty pounds good and lawful money of Virginia which he owes and from him unjustly detains for this is wit, that whereas the said Def. on the 22^d day of April 1791 at the County of by his certain writing Obligatory commonly called a Bond sealed with his seals in Court here produced and dated the same day and year as did acknowledge himself his heirs to be held and firmly bound unto the said Pl. in the said sum of £50 good and lawful money of Virginia as aforesaid to be paid unto the said Pl. when he the said Def. should be thereunto afterwards required. Nevertheless the said Def. altho ofen required the said sum of money to the said Pl. has not paid but the same to satisfy has hitherto altogether

refuse and still doth refuse to the damage of the said Pl. of £50 and therefore he brings suit to

Pledges to John Roe
Rich. Roe

Monroe pro quer.

September 1792

Common Order

October

Common Order confirmed

At a District Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland at Northumberland Courthouse on Wednesday the 3^d of April 1793

"This day came the Parties by their Attornies, and by consent of the Parties, the plea and Demurrer in this cause is withdrawn, and thereupon the Defendant prays Ayer of the writing Obligatory in the declaration mentioned and of the condition thereof which are read to him in these words to wit.

"**KNOW** all men by these Presents that I Augustine Shopley of Westmoreland County am held firmly bound to David Annadale, of the said County in fifty pounds of good and lawful money of Virginia, to be paid to the said David Annadale, or his certain Attorney, his heirs Executors Administrators or Assigns, to which payment well and truly to be made, I bind myself my heirs Executors & Administrators firmly by these Presents, sealed with my seal & dated this 22^d day of April, in the year of our Lord 1791

The **CONDITION** of the above Obligation is such that if the above bound Augustine Shopley his heirs Executors & Administrators, & every of them for and on his and their parts & behalf do and shall well and truly stand to obey, abide, perform observe & keep the Award, Order, Arbitrament, final end and determination of Joseph Bence Gent. Spencer J. L. Esq. Templeman, Alexander Parker Gent. or any three of them Arbitrators independently named, elected and chosen as well for and on the part behalf of the above bound Augustine Shopley, as of the above named David Annadale, to Arbitrate Award Order Adjudge & determine of and concerning of all manner of Actions, causes and causes of Actions, suits, bills, bonds, specialties, judgments, Executions, covenants, Accounts, debts dues, sum & sums of money, quarrels, controversies, trespasses, damages & demands whatsoever both in law & equity, or otherwise however, which at any time or times hereofore have been had moved brought commenced, sued prosecuted, committed, omitted, done or suffered, by or between the said Parties so as the said Award be made in writing, and ready to be delivered to the Parties, on or before the last day

of October ensuing this present month, then this Obligation to be void otherwise to remain in full force and Virtue.

Signed and delivered
in presence of
Gerard McKimney
John Chisholm

H. B. This Obligation is not to concern with what is in court, with respect to David Annadale being bound to his good behaviour.

Augustine Shopley

Seal

which being read and heard the said Defendant pleads conditions performed, and the cause is sent back to the Rules, & further proceedings thereon to be had

April 1793... continued for replication... May... continued for replication... June... continued for replication
July... same... August... same... September... continued
October... continued... November... continued... December... continued... January 1794... continued... February... continued
March... continued... April... continued... May... continued... June... continued... July... continued
August... continued... September... continued... October... continued... November... continued... December... continued
January 1795... continued... February... continued... March... continued... April... continued... May... continued
June... Replication Refused. And the said Plaintiff replies, that he notwithstanding any thing above designed by the

1791-1800
100 & 1100 Cents

he saith that the Debt has not paid with the ap^d sum of £ 17. 12. 9 1/2 or any part thereof, and this he prays
may be inquired of by the country, and the Defendants likewise &c

September 1793^d

Continued

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties, at
Northumberland Courthouse on Tuesday the 5th of April 1796

David Annadale

Pl^t

against

3 In Debt

Augustine Shopley

Def^t

This day came the Parties by their Attornies, and thereupon came also a Jury to wit George Smith, Randolph Clot, William
Lewis, Jonathan Abbey, John Hill, Joseph Schofield, William Rayon, Joseph Hague, Joseph Jones, Alexander Johnson, Matthew Lauckin
and Tobias York who being duly sworn and sworn well and truly to try the issue joined between the Parties, upon their oaths do
say that the Defendant hath not performed the conditions of the writing obligatory in the declaration mentioned which on his
part ought to have been performed, as the Plaintiff by replying hath alleged, and they do assess the damages of the Plaintiff by
occasion thereof to seventeen pounds twelve shillings and nine pence half penny with legal interest thereon to be computed from the
18th day of October 1791 till paid. Therefore it is considered by the Court that the Plaintiff recover against the Defendant fifty
pounds, good and lawful money of Virginia the debt in the declaration mentioned and his costs by him about his suit in this
behalf expended, and the Defendant in money &c. But this Judgment may be discharged by the payment of ^{the said} seventeen pounds
twelve shillings and nine pence half penny with legal interest thereon to be computed from the 18th day of October 1791 till
paid, the damages aforesaid, in form aforesaid assessed, and the costs.

Westmoreland County &c

All the subscribers being amicably, mutually and indifferently chosen (by Augustine
Shopley on the one part and David Annadale on the other part) Arbitrators in Order to settle and determine sundry
disputes and Accounts subsisting between the said Parties, after due examination of their Accounts, and the most
careful attention ^{have} to the several matters of dispute between them we do adjudge and determine that the said

Augustine Shopley pay to the said David Annadale the sum of seventeen pounds twelve shillings and nine pence
half penny. Witness our hands this 18th day of October 1791

Samuel Templeman
Spencer Gill
for. Prices

Testes Thomas Edwards C. C. B.

Northumberland District April Term 1796

70 Feb. 10 1793
20. 1793 3 p^{er}
100 4 16 30 Cuts

Small

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Kumar
or
Whit

At a superior court held for the District of Richmond, Westmoreland and Northumberland counties, at the Court house of Northumberland County on Tuesday the 7th of April 1795
 Vincent Redman and Hugh de' Hale . . . Plt.
 against
 Presly Thornton . . . Deft. In Covenant

The Parties by their Attornies, mutually submit all matters in dispute between them in this cause to the final determination of Walter Jones and Balesby Jones, and in case they disagree in opinion then to an umpire, and agree that their awards, or the awards of such umpire thereupon shall be returned and made the judgment of the Court, and the same is ordered accordingly.

April Rules 1795. continued for report . . . May . . . same . . . June . . . same . . . July same . . . August same . . . September same
 October same . . . November same . . . December same . . . January 1796 same, February same, March . . . report returned

At a superior court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland counties, at Northumberland Court house on Wednesday the 6th of April 1796

Vincent Redman and Hugh de' Hale . . . Plt.
 against
 Presly Thornton . . . Deft. In Covenant

This day came the Parties by their Attornies, and the Referees in this cause this day returned their award in this suit in these words to wit "On considering the matters in dispute between the above named parties Having viewed thereon we do award & determine that the Defendant Thornton pay to the Plaintiff Redman & de' Hale sixty pounds current money of Virginia, with lawful interest from the date of this award till payment. Given under our hands & seals this 22d day of July 1795

Walt. Jones
 Balesby Jones

WHEREUPON it is considered by the Court that the award aforesaid be established & that the Plaintiff recover against the Defendant fifty pounds current money of Virginia with lawful interest thereon to be computed from the twenty second day of July 1795 or in the date of the said award till paid, agreeable thereto.

Teste
 Thomas Edwards C. C. J.

Rust
 in
 Sanford

both

Northumberland District, April Term 1796

Richd. de' John Butler Kinner complains of Frederick White in custody of a plea of trespass for this Court for that whereas the Deft on the day of in the year at the County aforesaid with force and Arms & an assault did make on the Plt. & him then there did beat wound and ill treat so that his life was greatly endangered of both

633
 Kinner
 White

Russ
or
Langton 3

Willesmoreland Sch. Your last complaint of Thomas Langton in custody & for this to wit, that whereas on the day of in the year of our Lord at the County afo^r a colloquium was moved & had between the said Def^t (who at that time possessed and occupied a certain tract of Land in the County afo^r & who then and there declared unto the Plaintiff that he had full power & authority to rent and lease the same) & the said Pl^f of & concerning the Pl^fs renting & leasing the afo^r tract of Land from the afo^r Def^t for the next ensuing year, & for as many years after as the Pl^f should be willing to rent, or lease the same upon which conversation so as afo^r moved & had, it was then & there agreed between the s^d Pl^f & Def^t that the Def^t should rent unto the Pl^f the afo^r tract of Land for the then next year ensuing, and for as many years after as the Pl^f should be willing to keep the same, and that he the Def^t sh^d dep^r the Pl^f in the quiet possession of the same during the time the Pl^f should hold the same for the annual rent or sum of £12. 10 to be paid by the Pl^f unto the Def^t at the expiration of every year which the Pl^f should occupy & possess the same, and afterwards to wit on the same day & year at the County afo^r in consideration of the annual rent or sum of £ to be paid by the Pl^f unto the Def^t the Def^t did rent unto the Pl^f the afo^r tract of Land for the year then next ensuing & for as many years after as the Pl^f should be willing to keep the same or the rent afo^r & did then & there agree to dep^r the Pl^f in the quiet possession thereof so long as the Pl^f did hold the said Land & did then and there possess the Pl^f with the same, and the Pl^f doth further say that he did possess the said tract of Land under the agreement afo^r until the day of October in the year of our Lord 1793 when he was dispossessed of the said tract of Land by virtue of a writ of habere facias possessionem sued out of this honorable Court, upon a judgment obtained therein by John and Joseph Hague, in an action of Ejectment for the

afo^r tract of Land, and the Pl^f further says that at the time of the afo^r dispossession of the afo^r tract of Land the Pl^f had cultivated & mowed a very considerable crop of corn, Fodder, Cotton, Potatoes, Peas & Beans, to the value of £200, all of which the Pl^f lost by the execution of the afo^r writ of the afo^r Joseph & J^r Hague, whereby & by reason of the false and fraudulent suggestion of the Def^t afo^r so as afo^r made unto the Pl^f, he the s^d Pl^f was induced to rent the afo^r tract of Land of the Def^t & to expend much labour and expence in cultivating & rearing the crop afo^r all of which he has been dispossessed of, and hath sustained damage to the value of three hundred pounds & thereupon produces such

Pledges & { John Doe
R^t Roe }

MONROE for Pl^f

July 1794. Common Order

August. Common Order confirmed & Order for a writ of inquiry of damages

September Court. continued

At a superior Court held for the District of Richmond, Wilkesmoreland, Lancaster and Northumberland boundaries at the

having acknowledged that the said Defendant was a resident of the State of Kentucky, and for reasons appearing to the Court the cause is continued till the next term.
September Court 1796. Continued.

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at Northumberland Courthouse on Thursday the 7th of April 1796

Joel Rust. Pl.
against
Thomas Daufors. Def. } In case

This day came the Parties by their Attornies, and the Defendant still failing to give special bail he is not permitted to set aside the Judgment and enter for a writ of inquiry of damages, whereupon came also a Jury to wit Charles Clarke James Rust, William Porter, Richard Litterell, William Habourn, George Smith, Samuel de Lury, Lofie Jones, Jesse Alexander Matthew Rankin, Thomas Harvey and James Dodson who being elected tried and sworn well and truly to inquire of damages in this suit upon their oaths do say that the Plaintiff hath sustained damages by occasion in the declaration mentioned to one hundred and fifty two pounds eighteen shillings & three pence half penny, therefore it is considered by the Court that the Plaintiff recover against the Defendant his damages aforesaid in form aforesaid apayed and is costs by him about his suit in this behalf expended. and the Defendant in money R.

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at Northumberland Courthouse on Friday the 8th of April 1796

Joel Rust. Pl.
against
Thomas Daufors. Def. } In case

The Plaintiff by his attorney here in Court releases unto the Defendant twelve pounds ten shillings part of his Judgment obtained in this cause yesterday.

Testes
Thomas Edwards C. C. B.

604. 8 29 87 Cont

604. 8 11 29 Cont

Hudson R.
Brown

Northumberland District April Term 1796

Writ de beh. Joseph & John Hague complains of Thomas Shown in custody R. in a plea of trespass, for that whereas the said Deft on the day of 17 with force and arms the close Shown of the Plffs at the County of York and entered R. thence the Plffs from the use possession occupation and benefit of the said close and houses for a long time to wit from the day of in the year 17 af. until the day of in the year hundred and eight one, whereby the said

634
Hague
17
shown

6014 8.11.24

and John Gordon jun^r who being elected tried and sworn well truly to try the issue joined between the Parties upon their Oaths do say that the Defendant is guilty in manner and form as the Plaintiffs against him have complained, and they do accept the damages of the Plaintiffs by occasion in the declaration mentioned to twenty five pounds. Therefore it is considered by the Court that the Plaintiffs recover against the Defendant his damages aforesaid in form aforesaid accepted, and their costs herein about their suit in this behalf expended. And the Defendant in mercy.

Told by
Thomas Edwards C. C. P.

Northumberland District April Term 1796

Henderson & Co.
Brown

Wilemoresland &c^t Henderson, Ferguson & Gibson Merchants of Dumfries complain of William Brown in custody P^r for this to wit, that whereas the said Def^t on the day of in the year at the County afo^r in the full and just sum of forty two — pounds fourteen shillings and eleven pence farthing lawful of Virginia for divers goods and merchandise by the Plffs before then unto the Def^t sold & delivered, and also for money by the Plffs before then lent advanced unto the Def^t, and also for money by the Plffs before then paid laid out & expended to & for the use of the Def^t all at the special instance and request of the said Def^t, and being so indebted he the said Def^t afterwards to wit, the same day and year at the County afo^r for and in consideration thereof, undertook & the Plffs faithfully promised that he would well and truly content and pay them the afo^r sum of money when he should be therunto afterwards required. Nevertheless the said Def^t in no wise regarding his several promises and undertakings so as afo^r made but contriving and fraudulently intending the Plffs in this behalf to deceive and defraud, the afo^r sum of money or any part thereof unto the Plffs hath not paid, altho so to do he the said Def^t was required to wit on the day & year afo^r & often afterwards at the County afo^r but the same to the Plffs to pay he the Def^t hitherto hath altogether refused. Will doth refuse to the Plffs damage of fifty pounds, Wherefore they bring suit,

Pledges P^r Answer

658

June 1795² Common Order
July Common Order confirms & Order for a writ of inquiry of damages
September Court Continuing

At a superior Court held for the District of Richmond, Wilemoresland, Lancaster and Northumberland Counties at Northumberland Courthouse on Friday the 8th of April 1796
Henderson Ferguson and Gibson Merchants of Dumfries the
against
William Brown.
Def^t P^r based

659 48.31 C. C. P.

acknowledge himself to be held firmly bound unto the Plaintiff in the just and full sum of seven hundred and nineteen pounds ten shillings, to be paid unto the s^d Plff when he should be thereto required. Nevertheless the s^d Defendant, although often required the s^d sum of money to the s^d Plff has not paid, but the same to him to pay hitherto has refused and still does refuse, to the damage of the s^d Plff £5^s and therefore he brings suit

June 1795.

Common Order

July

Common Order confirmed

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties, at Northumberland Courthouse on Thursday the 3^d of September 1795

Charles B. Barker.

Plt

against

Thomas Sydnor.

Def.

3 In Debt

This day came as well the Plaintiff by his attorney, as Richard Sydnor the bail for the Defendant appeared by his attorney, & on the motion of the said bail for appearance, the Defendant having failed to appear or to give special bail he is allowed to defend this suit, & on his further motion it is ordered that the judgment obtained in this suit at the Rules in the Clerks Office be set aside, and thereupon he pleads payment, to which the Plaintiff replies generally, and upon the trial of the issue is continued till the next term.

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties, at Northumberland Courthouse on Friday the 8th of April 1796

Charles B. Barker.

Plt

against

Thomas Sydnor, and Richard Sydnor the bail for his appearance.

Def.

3 In Debt

This day came the Parties by their attorneys, and the Defendant Richard Sydnor being dead this suit

thereupon abates as to him, and thereby the Plaintiff therein against the other Defendant Thomas Sydnor remains altogether undisturbed. Therefore it is considered by the court that the Plaintiff recover against the other Defendant Thomas Sydnor, seven hundred and nineteen pounds ten shillings the debt in the declaration mentioned, and his costs by him about his suit in this behalf expended, and the Defendant Thomas Sydnor in mercy. But this judgment may be discharged by the payment of two hundred and eleven pounds, eleven shillings and two pence with legal interest thereon to be computed from the 25th day of October 1792 till paid and the costs.

Know all men by these Presents that I Thomas Sydnor of the County of Richmond am held firmly bound unto Charles B. Barker of the County of Lancaster in the just and full sum of seven hundred and nineteen pounds ten shillings (said) which payment well and truly to be made I do hereby bind myself unto the said Ch. B. Barker or his certain Attorney his Executors or assigns firmly by these Presents, sealed with my seal and dated this first day of May 1792

The condition of the above Obligation is such that if the above bound Thomas Sydnor do shall well and truly pay unto

Remolds

17

Russ

639

8831 Cont

Cont

Northumberland District April Term 1796

Remolds
v.
Rus. 3

Richmond County to wit In: Remolds ap^{ts} of Ch^r: Collins Adm^r of Tho^s: Collins ap^{ts} of W^m: Jackson complains of Peter Rus in cishay P^r of a plea that he renders to the P^lff the sum of forty four pounds which he owes and unjustly detains from him for that whereas the s^d Def^t on the 4th day of March 1794 at the County aforesaid by his certain Bill penal, sealed with his seals bearing date the same day and year aforesaid and to the Court now here shewn acknowledges himself to be held and firmly bound and promised to pay unto the s^d William Jackson the sum of twenty two pounds sixteen shillings & eight pence on demand to which payment well and truly to be made the s^d Def^t bound himself his heirs Ex^{rs} & Adm^{rs} in the penal sum of forty four pounds and the said P^lff in fact says that the s^d Def^t according to the tenor and effect of the s^d Bill penal hath not paid the said £22. 16. 8 and that the said William Jackson did assign over the s^d Bill penal to the day of at the County aforesaid to the said Christopher Collins Adm^r of Thomas Collins & that the said Christopher Adm^r of the s^d Thomas did on the same day and year assign the same to the said Plaintiff by his assignant William Moore of which s^d Assignments the Def^t and there had notice, whereby and by force of the Act of Assembly in such cases made and provided this action accrued to the P^lff to demand and to have of the Def^t the sum of £44. Nevertheless the s^d Def^t although often requested to pay the same to the said William Jackson and to the said Ch^r: Collins as Adm^r ap^{ts} before the said Assignments and to the s^d P^lff since the said Assignments hath hitherto refused and still doth refuse to the damage of the s^d P^lff £5 and therefore he brings suit.

June 1795

Common Order

July.

Common Order confirmed

At a Superior Court held for the District of Richmond, Wiltshire, Lancashire, and Northumberland Counties, at Northumberland Courthouse on Thursday the 9th of September 1795

John Remolds ap^{ts} of Christopher Collins Adm^r of Thomas Collins d^{ca} P^l

against
Peter Rus.

3 In Debt.

This day came as well the Plaintiff by his Attorney, as Edward Wall the bail for the Defendants appearance by his Attorney, and the Defendants having failed to appear or to give special bail the said bail for appearance is allowed to defend this suit, and on his motion it is ordered that the Judgment obtained in this suit at the Rules in the Clerks Office, be set aside, and thereupon he pleads payment to which the Plaintiff replies generally and if need the trial of the issue is continued till the next term.

At a Superior Court held for the District of Richmond, Wiltshire, Lancashire, and Northumberland Counties at Northumberland Courthouse on Friday the 8th of April 1796

peace & quiet money of Virginia for value received, on demand, to which payment well and truly to be made
I bind myself my heirs Executors & Administrators in the penal sum of forty four pounds of the like money,
Witness my hand & seal this fourth day of March One thousand seven hundred and ninety four

Teste Ric^d Bramham

Peter Russ Seal

"Endorses" I assign the within Bond to Christopher Collins Adm^r of Tho^s Collins dec^d
Test John How Wm Jackson
April 16th 1794

I assign the within Bond to J^r Remond

Teste J^r Moore ap^t to C. Collins
Adm^r of T. Collins dec^d

Teste Thomas Edwards S. & D.

Northumberland District April Term 1796

Remond

Beckwith

3

Richmond to wit J^r Remond ap^t of Ch^r Collins Adm^r of Tho^s Collins ap^t of J^r Collins & Jackson
complains of Jonathan Beckwith in custody of a plea that he tender to the Plaintiff the sum of fifty four pounds
seven shillings and six pence Virginia money which the Defendant owes the Plaintiff and unjustly detains from him for that
whereas the said Def^t on the 25th day of August 1792 at the County aforesaid by his certain writing Obligatory sealed
with his seal bearing date the same day and year aforesaid and now here shewn to the Court of the Commonwealth
acknowledged himself to be held and firmly bound unto the s^d J^r Collins & Jackson their heirs Ex^{rs} & Adm^{rs}
in the said sum of fifty four pounds seven shillings and six pence to be paid to the said Collins & Jackson their
heirs Ex^{rs} Adm^{rs} or assigns when afterwards he the s^d Def^t should be thereto requested and the said Plaintiff in
fact says that the said Wm Jackson one of the firm of s^d Collins & Jackson to wit on the 16th April 1794 at the
County aforesaid did assign over the s^d Writing Obligatory to the s^d Ch^r Collins Adm^r of Tho^s Collins

(661)

who afterwards by his assignant Wm Moore did assign the same to the s^d Plaintiff of which s^d assignment the s^d Def^t
afterwards had notice whereby and by force of the Act of Assembly in such cases made and provided this action hath
accrued to the said Plaintiff in demand and have of the said Def^t the s^d sum of £54. 7. 6 yet the said Def^t although often
requested to pay the same to the said Collins & Jackson and to the s^d Ch^r Collins as Adm^r aforesaid before the s^d last assignment
and to the s^d Plaintiff since the said assignment hath hitherto refused and still doth refuse to the Damage of the said Plaintiff
£5 and therefore he brings suit

June 1795

Common Order

am held and firmly bound unto Messrs. Collins and Jackson Merchants of the said Parish County in the just and full sum of fifty four pounds seven shillings and six pence to be paid to the said Collins and Jackson their heirs Executors Administrators and assigns to which payment well and truly to be made I do bind myself my heirs Executors Administrators in the just sum of twenty seven pounds three shillings and nine pence specie currency of Virginia on demands for value received. In Witness whereof I have hereunto set my hand and seal this twenty fifth day of August One thousand seven hundred and ninety two

Signed sealed & delivered in presence of
William Jackson
Morton Willson

Jona. Beckwith Seal

"Endorsed" I assign the within Bond & interest to Christopher Collins Adm^r of Thomas Collins dec^d

Edw. John How

Wm Jackson
April 16th 1796

I assign the within Bond to John Remond

Moore ad^r to C. Collins
Adm^r of Collins dec^d

Tusley

Thomas Edwards L. C. C.

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Northumberland District April Term 1796

Parker
or
Rush

3

Richmond County to wit Alexander Parker complains of Peter Rush in custody, P^r, of a plea that he under writ the said Plaintiff the sum of £90 lawful money of Virginia, which he owes and unjustly detains from him, for this to wit, that whereas the said defendant on the 27th day of August Anno Domini one thousand seven hundred and ninety four, at the Parish of in the County aforesaid, by his certain bill penal, sealed with his seal, and to the Court now here shewn, the date whereof is the same day and year above mentioned acknowledges himself P^r to owe and be indebted to the said P^{lf} in the sum of £45 to be paid to the said P^{lf} on or before the first day of September next ensuing the date of the said Bill; and for due payment of the said Bill he bound himself his heirs Executors and Administrators, firmly by the said bill in the penal sum of £90; And the said P^{lf} doth in fact aver that the said defendant did not pay the said sum of £45 on the first day of September next ensuing the date of the said Bill according to the tenor thereof, either to the said Plaintiff, by reason whereof the force of the Act of Assembly in that case made and provided, an Action hath accrued to the said Plaintiff to demand and have of the said Defendant the said sum of £90. Nevertheless, the said Defendant, altho' often requested has not paid the said sum of £90 to the aforesaid P^{lf} but the same to pay hath wholly refused and still doth refuse to the damage of the said Plaintiff of 100 do^s. and therefore he brings suit P^r

Please P^r S^r Doe

Monroe

662
Henderson
or
Brown

June 1795.
July.

Ch. Roe

Common Order
Common Order confirmed

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland counties at Northumberland Courthouse on Thursday the 2nd of September 1795

Alexander Parker. Pl.
against
Peter Rust. Def. 3 In Debt

This day came as well the Plaintiff by his Attorney, as Edward Wall the bail for the Defendants appearance by his Attorney, and the Defendants having failed to appear or to give special bail, the said bail for appearance is allowed to defend this suit, and on his motion it is ordered that the judgment obtained in this suit at the Rules in the Clerks Office be set aside, and thereupon he pleads payment, to which the Plaintiff replies generally, and upon the trial of the issue is continued till the next term.

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland counties at Northumberland Courthouse on Friday the 8th of April 1796.

Alexander Parker. Pl.
against
Peter Rust and Edward Wall the bail for his appearance. Def. 3 In Debt

This day came as well the Plaintiff by his Attorney, as the Defendant Edward Wall by his Attorney, and the Defendant Edward Wall withdraw his plea in this cause and saith nothing in bar or preclusion of the Plaintiffs action whereby the Plaintiff therein against the Defendants remains altogether unsatisfied. Therefore it is considered by the Court that the Plaintiff recover against the Defendants ninety pounds ^{lawful money of Virginia} the debt in the declaration mentioned, and his costs by him about his suit in this behalf expended, and the Defendants in mercy. But this Judgment may be discharged by the payment of forty five pounds with legal interest thereon to be computed from the first day of September 1794 till paid the costs.

I do promise to pay to pay or cause to be paid to Al^r. Parker or his assigns the sum of forty five pounds on or before the first day of September next ensuing for value received of him to which payment well truly to be made, I do bind myself my heirs Executors & Administrators in the penal sum of ninety pounds. In Witness whereof I have hereunto set my hand and seal this 2nd day of August Anno dom. one thousand seven hundred and 94

Sealed and delivered in the presence of
John Prakes

Teste Thomas Edwards C. C. B.

bail - 8800⁰⁰ Cents

bail - 8750⁰⁰ Cents

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Henderson & Co.
17
Henderson

Northumberland District April Term 1796

West. County's with Henderson, Ferguson, & Gibson Merchants of Dumfries complain of William Brown on causing B. of a plea that he render to the said Plaintiffs the sum of three hundred and fifty seven pounds seventeen shillings and seven pence which to them

and the Defendant having failed to appear or to give special bail, the said bail for appearance is allowed to defend this suit and on his motion it is ordered that the judgment obtained in this suit at the Rules in the Clerk's Office be set aside, and thereupon he pleads payment, to which the Plaintiffs reply generally, and after the trial of the issue is continued till the next term.

At a superior Court held for the District of Richmond, Wiltshire, Lancashire and Northumberland Counties at Northumberland Courthouse on Friday the 8th of April 1896.

Henderson, Ferguson and Gibson Merchants of Dunfermline. 105

William Brown and Thomas Hodge the bail for his appearance Diff.

This day came as well the Plaintiffs by their Attorney, as the Defendant Thomas Hodge by his Attorney, and the Defendant Thomas Hodge withdrew his plea in this cause, and said nothing in bar or prejudice of the action of the Plaintiffs whereby the Plaintiffs therein against the Defendants remain altogether undepended. Therefore it is considered by the Court that the Plaintiffs recover against the Defendants three hundred and fifty seven pounds sixteen shillings and seven pence plus the debt in the declaration mentioned and their costs by them about their suit in this behalf expended, and the Defendants in mercy.

2 But this Judgment may be discharged by the payment of one hundred and seventy eight pounds eighteen shillings and nine pence half penny specie with legal interest thereon to be computed from the 2^d day of April 1790 till paid & the costs

KNOW all men by these Presents that I William Brown of the County of Westmorelands Shire of Virginia and heles
and jointly bound unto Henderson Forguson and Gibson Merch^{ts} Dumfries in the just and full sum of three hundred & fifty
seven pounds seventeen shillings and seven pence there at its present papering value as at present regulated by law. to be
paid unto the said Henderson, Forguson and Gibson their certain Attorney, their heirs Executors Administrators or Assigns
to which payment well and truly to be made. I bind myself my heirs Executors and Administrators jointly by these
presents. Sealed with my seal and dated this third day of Feby. Anno Domini 17 hundred Ninety.

The condition of this obligation is such, that if the above bound Wm Brown do and shall well and truly pay or cause to be paid unto the said Henderson Ferguson and Gibson their certain attorney their Executors Administrators or assigns the sum of One hundred and twenty eight pounds eighteen shillings and nine pence half penny three

as aforesaid with lawful witness on the same for dealings with Jas Park & Rob^t Phillips agents for said
H. T. H. at Hatter, then the above obligation to be void, or else to remain in full force & virtue

Sealed and delivered
in the presence of
Jas. Lorimer

Tested
Thomas Edwards L. N. B.

William Brown Seal

66 97 62 62

Administration, jointly by the said bill in the penal sum of £20. And the said James Lomner afterwards is with on the
 at the County aforesaid, by an indorsement, in writing, on the said Bill penal, did assign the same
 to the said Plffs. of which said assignment the said Defendant afterwards is with, on the day and year last aforesaid, at the
 County aforesaid had notice: And the said Plffs do in fact aver that the said Defendant did not pay the said sum
 of £15 on the first day of September next ensuing the date of the said bill, according to the tenor thereof, either to
 the said James Lomner before the said assignment, or to the said Plaintiff afterwards, by reason whereof, and of the
 said assignment: and by force of the Act of Assembly in that case made and provided, an action hath accrued to the
 said Plaintiff to demand and have of the said Defendant the said sum of £20. Nevertheless the said
 Defendant, altho' often requested, has not paid the said sum of £20 to the aforesaid Plffs. but the same to pay
 hath wholly refused, and still doth refuse to the damage of the said Plaintiff of twenty Dollars, and therefore
 they bring suit &c

Hedge & Co
 { L. Row }

Motion for Plffs

June 1795

Common Order

July

Common Order confirmed

At a superior court held for the District of Richmond, Westmoreland, Lancaster, and Northumberland Counties at
 Northumberland Courthouse on Thursday the 3^d of September 1795

Henderson Ferguson and Gibson merchants of Dumfries Assignees of James Lomner. Pls

against

William Brown

3 In Debt
 Def.

This day came as well the Plaintiff by their Attorney, as Thomas Hodge the bail for the Defendant's appearance
 by his Attorney, and the Defendant having failed to appear or to give special bail, the said bail for appearance is allowed
 to defend this suit, and on his motion it is ordered that the Judgment obtained in this suit at the Rules in the Clerk's
 Office be set aside, and thereupon he pleads payment to which the Plaintiff reply generally, and after the trial of
 the issue is continued till the next term

At a superior court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at
 Northumberland Courthouse on Friday the 8th of April 1796

Henderson, Ferguson and Gibson merchants of Dumfries assignees of James Lomner. Pls

against

William Brown and Thomas Hodge the bail for his appearance

3 In Debt
 Def.

665

8th 5th 5th Court

This day came as well the Plaintiff by their Attorney, as the Defendant Thomas Hodge by his Attorney, and the Defendant
 Thomas Hodge withdraws his plea in this cause and saith nothing in bar or prevention of the Action of the Plaintiff, whereby the Plaintiff
 therein against the Defendant remain altogether undisputed, therefore it is considered by the Court that the Plaintiff recover against the
 Defendant thirty pounds specie lawful money of Virginia the debt in the declaration, mentions and their costs by them about their suit,
 and that the Defendant pay the same to the Plaintiff within the time therein expressed.

Henderson & Co
 Hodge

Northumberland District April Term 1796

Henderson vs.
Hodge

Weshmoreland County to wit Henderson Turgeson and Gibson Merchants of Dumfries complain of Thomas Hodge in suchay^P of a plea that he render to the said Plaintiffs the sum of five hundred and thirty four pounds thirteen shillings and five pence lawful specie money of Virg^a which to them he owes and unjustly detain from them: for this to wit, that whereas the said Defendant on the seventh day of March in the year of our Lord one thousand seven hundred and ninety four at the County aforesaid by his certain writing obligatory, sealed with his seal and to the Court now here shewn, the date whereof is the same day and year, acknowledged himself ^P to be indebted to the said Plaintiffs in the said sum of £534. 13. 5 to be paid to the said Plaintiffs on demand: nevertheless the said Defendant although often requested has not paid the said £534. 13. 5 to the Plaintiffs but hitherto hath refused and still doth refuse, to the damage of the said Plaintiffs of 200 Dollars and therefore they bring said ^P

Pledges ^P

Monro for Plffs

June 1795

Common Order

July

Common Order confirmed

At a superior Court held for the District of Richmond, Weshmoreland, Lancaster and Northumberland Counties, at Northumberland Courthouse on Thursday the 9th of September 1795

Henderson Turgeson & Gibson Merchants of Dumfries Pls

against

Thomas Hodge

Def.

3 In Pet

This day came the Parties by their Attornies, and on the motion of the Defendant it is ordered that the Judgment Remitted in this suit at the Rules in the Clerks Office be set aside, and thereupon pleads payment to which the Plaintiffs reply generally and issue, the trial of the issue is continued till the next term

At a superior Court held for the District of Richmond, Weshmoreland, Lancaster, and Northumberland Counties, at Northumberland Courthouse on Friday the 8th of April 1796

Henderson Turgeson and Gibson Merchants of Dumfries Pls

against

Thomas Hodge

Def.

3 In Pet

This day came the Parties by their Attornies, and the Defendant withdraw his plea in this cause, and such action in bar or preclusion of the Plaintiffs action, whereby the Plaintiffs Attornies against the Defendant remain altogether unsatisfied. Therefore it is considered by the Court that the Plaintiffs recover against the Defendant five hundred and thirty four pounds thirteen shillings and five pence lawful specie money of Virginia the debt in the declaration mentioned and their costs by them about their suit in this behalf expended, and the Defendant in mercy ^P But this judgment may be discharged

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1795 Feb

667

KNOW all men by these Presents that I Thomas Hodge of the County of Westmoreland and State of Virginia am held and firmly bound unto Henderson Ferguson and Gibson Merchants of Dumfries and State aforesaid in the just and full sum of five hundred and thirty four pounds fourteen shillings and five pence Virginia Currency or of it to be paid unto the said Henderson Ferguson and Gibson their certain Attorney, their heirs Executors Administrators or assigns, to which payment well and truly to be made. I bind myself my heirs Executors and Administrators jointly and severally firmly by these Presents, sealed with my seal and dated this seventh day of March, one thousand seven hundred and ninety four.

The condition of the above Obligation is such, that if the above bound Thomas Hodge, do and shall well and truly pay, or cause to be paid, unto the said Henderson, Ferguson and Gibson their certain Attorney, their heirs Executors, Administrators or assigns the just and full sum of two hundred and fifty seven pounds six shillings and eight pence half penny, Virginia Currency in specie (with lawful interest on twenty six pounds from the 29th day of May seventeen hundred and ninety two, and on two hundred and seven pounds fourteen shillings and two pence from the fifteenth September seventeen hundred and ninety two, being parts of the above sum of £267. 6. 1/2 for value received at their deatoy store, then the above Obligation is to be void, or else to remain in full force and virtue

Testes Robert S. Hopkins

Tho: Hodge 

Testes

Thomas Edwards C. C. & C.

Henderson & Co.
" Smith's Estn

3

Northumberland District April Term 1796

Westmoreland County, vs Henderson Ferguson and Gibson Merchants of Dumfries, complain of Daniel Coalt Esq^r of Elizabeth Smith debt in money &c of a plea that he render unto the said Plaintiffs the sum of sixty one pounds fifteen shillings then pence in gold or silver coin lawful money of Virg^a which he unjustly detains from them for this, to wit, that whereas the said Elizabeth Smith in her life time on the fourth day of August in the year of our Lord one thousand seven hundred and eighty seven at the County aforesaid by her certain writing obligatory, sealed

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with her seal and to the bourn now here shown, the date whereof is the same day and year acknowledges herself to be indebted to the said Plaintiffs, in the said sum of £61. 15. 10 to be paid to the said Plaintiffs on demand, Nevertheless said Elizabeth Smith in her life time nor the said defendant since her death although often requested did not nor hath not paid the said £61. 15. 10 to the Plaintiffs but hitherto have refused and the Defendant still doth refuse, to the damage of the said

667 8 7 19 Cmt

6674 8th 19th Cent

in bar or preclusion of the Action of the Plaintiffs, whereby the Plaintiffs therein against him remain altogether undisturbed
Therefore it is considered by the Court that the Plaintiffs recover against the Defendant sixty one pounds fifteen shillings & four
pence in gold or silver coin lawful money of Virginia the debt in the declaration mentioned, and their costs by them about
their suit in this behalf expended, to be levied of the goods and chattels of the decedent in the hands of the Defendant, if so much
thereof he hath to be administered, but if not, then the costs to be levied of his own proper goods and chattels, and the Defendant
in mercy. But this Judgment may be discharged by the payment of thirty pounds sixteen shillings and eleven pence like
money with legal interest thereon to be computed from the 1st day of August 1787 till paid, and the costs.

KNOW all men by these Presents that I Elizabeth Smith of County of Westmoreland County and Commonwealth of
Virginia am held and firmly bound unto Alexander Henderson, Robert Ferguson & John Gibson Merchants and Partners trading
in Dumfries in the Commonwealth of Scotland, under the firm of Henderson Ferguson & Gibson in the just and full sum of sixty
one pounds fifteen shillings & four pence in gold coin at five shillings and four pence by the penny weight, or in Spanish dollars
Dollars at six shillings, or in other silver coin in proportion to be paid unto the said Henderson Ferguson and Gibson their
certain Attorney, their Heirs Executors Administrators or Assigns, to which payment well and truly to be made I bind myself my
heirs, Executors and Administrators jointly by these Presents, sealed with my seal, and dated this seventh day of August Anno
Dom. one thousand seven hundred and eighty seven

The condition of the above Obligation is such, that if the above bound Elizabeth Smith do and shall well and truly
pay, or cause to be paid, unto the said Henderson Ferguson and Gibson their certain Attorney, their Executors Administrators or
Assigns the just sum of thirty pounds sixteen shillings and eleven pence in gold or silver coin at the rates above mentioned
with lawful interest on the same being for value received by me from Robert Phillips Agent for the said Henderson Ferguson &
Gibson at date, then the above obligation to be void, or else to remain in full force and virtue

Sealed and delivered
in the presence of 3

Wm. A. Washington
William Chabrier

Eliz. Smith

Teste
Thomas Edwards 6. 8. 87

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Downman

Levy 3

Northumberland District April Term 1796

To the Honourable the Judges of the Genl. Court The Petition of Rawlough Downman sheweth that upon the
application of a certain Esq. Levy to take upon himself the administration & bonis non of Robert Downman
the County Court of Richmond at a Court held on the 6th day of Janry. 1795 did grant the said Administrators
to the said Levy notwithstanding the claim and better right of your Petitioner who being the only surviving
Brother of the said Robert P. Downman whose children and Widow are deceased and a considerable Creditors
also is preferred by the Law upon condition he will give good and sufficient security which he is at all times

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obtained a writ of supersedeas to an Order of the Court of Richmond County made on the 6th day of January 1795 granting unto the said Ezekiel Levy Gent. a certificate for obtaining Letters of Administration, de bonis non with the will annexed of the estate of Robert P. Downman dec'd. unadministered by William Downman dec'd. Now if the said Rawleigh Downman shall pay all costs awarded in case the Order aforesaid be affirmed, then the above obligation to be void otherwise to remain in full force & virtue

dictated and delivered
in the presence of 3

Thos. Ballard

Rawleigh Downman Seal

Wm Downman Seal

Northumberland County Se. The Willm. named William Downman this day came before me John H. Felling a Justice of the Peace for the said County and made oath that his personal estate after the payment of all his debts is worth fifty pounds. Given under my hand this 11th day of Nov. 1795

John H. Felling

The Commonwealth of Virginia To the Sheriff of Richmond County greeting, you are hereby commanded that from all further proceedings on an Order of the Court of the said County made on the 6th day of January 1795 granting unto Ezekiel Levy Gentleman a certificate for obtaining Letters of Administration, de bonis non with the will annexed of the estate of Robert P. Downman dec'd. unadministered by William Downman dec'd. you altogether supersede, which order before our Judges of our District Court held at Northumberland Court House for cause of error in the same to be corrected on the humble Petition of Rawleigh Downman to our Judges of our General Court, we have caused to come, he the said Rawleigh Downman having given security that if the Order aforesaid shall be affirmed to satisfy and pay all such costs as shall be awarded against him, We also command you to give notice to the said Ezekiel Levy Gentleman that he be before our Judges of our District Court at the Court House aforesaid on the next Court to be holden for the said District then and there to have a rehearing of the whole matter in the Order aforesaid contained, and have then there this Willm. Thomas Edwards Clerk of

Ken's Admin
or
Hinges

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the said district court at the courthouse aforesaid the 11th day of November 1795 in the 20th year of our foundation

Executed
for J. Tapscott D.C.
for Wm Peachey S. R. L.

Thomas Edwards

At a Court held for Richmond County the 6th day of January 1796
On the motion of Ezekiel Levy Gentleman a certificate is granted him for obtaining Letters of Administration, de bonis non with the will annexed of the estate of Robert P. Downman dec'd. unadministered by William Downman dec'd. who came into Court with Benjamin Smith and John Monroe Gent. his securities and entered into Bond in the penalty of five thousand dollars conditioned as the law directs and to take the Oath of an Administrator, with the

expressed, it seems to me that the order is erroneous, therefore it is considered by me that the same be
reversed and annulled and that the Plaintiff recover against the Defendant his costs by him expended in suing forth and
prosecuting his Writ aforesaid here.

Testes Thomas Edwards C. D. B.

Northumberland District April Term 1796

Plas of the Commonwealth of Virginia at the Courthouse of Northumberland County on Tuesday the
tenth of November in the year one thousand seven hundred and ninety five
Before the Justices of the said County.

Mr. Newton Keene Admon of William Keene debts

Sir you are hereby requested to take notice that on Tuesday the second day of the Court to be held for
Northumberland County in the month of November next, I shall cause a motion to be made against you as Admon aforesaid
for the sum of thirty two pounds five shillings this being the amount of a debt & costs which I paid as security for your indenture
to Thomas Throckmorton Sheriff of Frederick County for the use of Daniel Clure upon an execution sued out of
Northumberland County Court by the said Daniel Clure against the goods and chattels of William Keene & Samuel
C. Clingies of which take due notice. This 18th day of October 1795

Saml. C. Clingies

And at this day, to wit, at a Court of quarterly session continued and held for the said County on Tuesday the 10th of
November 1795 came as well the Plaintiff by Charles Leland Junr his Attorney as the Defendant by John Monroe Junr
his Attorney, and it appeared to the Court that the Defendant hath been duly served with said notice, and the Defendant
pleads fully administered, to which the Plaintiff replies generally, and after, whereupon on hearing the said Parties
it is considered by the Court that the Plaintiff recover against the Defendant thirty two pounds five shillings being the

amount of a debt and costs which the Plaintiff paid as security for the said William Keene case to Thomas
Throckmorton Sheriff of Frederick County for the use of Daniel Clure, upon an Execution sued out of this Court by the
said Daniel Clure against the goods and chattels of the said William Keene and Samuel C. Clingies, and his costs
by him about his motion in this behalf expended, to be levied of the goods and chattels of the said William Keene
then in the hands of the Defendant to be administered if so much thereof he hath, but if not, then the same to be
levied of his own proper goods and chattels.

From which Judgment the Defendant prayed and obtained an appeal to the first day of the next District
Court, to be held at the Courthouse aforesaid

Know all men by these Presents that we Rowland Doremus and George Glascock of the County of Richmond are held and stand firmly bound unto Thomas Saxley (Shenican) of the same County, in the just and full sum of one hundred pounds & eleven shillings & eleven pence current money of Virginia to the which payment well and truly to be made unto the said Thomas Saxley his heirs Ex^{ors} or assigns we bind ourselves our & each of our heirs Ex^{ors} & assigns jointly & severally

as he or they shall be required by the said Sheriff his deputy or successor then the above obligation to be void else to remain in full force power and virtue in law

Sign? Sealed Backm?
in presence of 3
Wm Downman

Rawleigh Downman Seal
Geo Glascock Seal

and he says that he is not bound by the penalty or the condition because he says that after the Execution of the said Bond the words and figures in the said condition to wit "at 12 O'clock" were inserted, and therefore the same is not the Bond of the said George Glascock

5th April 1796. Shown to in Court Geo. Polars Ck pro temp

and issue, whereupon on hearing the said Parties together with the testimony of witnesses, the Court is of opinion that the said Bond is not the Bond of the said Defendant George Glascock. Therefore it is considered by the Court that the Plaintiff's motion be overruled, and that the Defendant George Glascock recover against the Plaintiff his costs by him about his defence in this behalf expended

Teste
Thomas Edwards C. C. B.

Northumberland District April Term 1796

At a Court held for Westmoreland County the 29th day of July 1794

Two Instruments of writing purporting to be the last will and testament of Thomas Correll deceased lodged for contestation til October Court next next.

At a Court held for Westmoreland County the 23rd day of March 1795

At Writing said to be Thomas Correll's Will to which there was no subscribing witness being presented to the Court by George Glascock the Executor therein named and on examining the evidences respecting the hand writing of the said Correll, the Court are of opinion that it is not the Will and Testament of the said Correll from the inspection of the Court and the evidences produced it not being wholly in the hand writing of the said Correll, From which opinion the said George Glascock by his Attorney prayed an Appeal to the first day of the next District Court to be holden at Northumberland Courthouse and having given security of prosecution according to Law his Appeal is allowed

Attest
Ja^s Auland C. C. B.

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties, at the Courthouse of Northumberland County on Saturday the 4th of April 1795

Northumberland District April Term 1796

Field
vs
Schofield

3

The Commonwealth of Virginia To the Sheriff of Northumberland County Greeting, whereas John Field as a Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland, at the Courtroom of North County on the 22^d day of April 1793, before our Judges of our said Court, and by the Judgment of that Court, had recovered against Joseph Schofield three hundred and fifty five pounds eighteen shillings and seven pence four fifths of a penny of the value of four hundred and forty four pounds eighteen shillings and four pence Pennsylvania money to be discharged by two hundred and twenty two pounds 9¹/₂ in gold or silver money with legal interest thereon from the 27th day of November 1785 till paid for debt, also one hundred and five pounds of gross tobacco and four Dollars and ninety four cents for the costs of this suit in that behalf expended, whereof the said Joseph Schofield is convicted as appears to us of record. And now on behalf of the said John Field we have received information in our said Court before us that altho Judgment be thereof given as aforesaid, nevertheless Execution thereof still remains to be made. Therefore command you that by good and lawful men of your Bailiwick you cause the said Joseph Schofield to know that he may be before our Judges of our said Court, at the Courtroom thereof, on the first day of the next term, to shew cause if any he can why the said John Field may not have Execution against the said Joseph Schofield for the amount of the Judgment aforesaid according to the force form and effect thereof. If it shall seem necessary for him, and further to do and receive what our said Court shall in that part consider, and that you have then these the names of those by whom you shall cause him to know, and this writ, Witness Thomas Edwards

Remolds
Smith

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clerk of our said Court, at the Courtroom, the 22^d day of April 1795 in the 19th year of our foundation
30th 108^o at 1^{re}
75^o at 1^{re} 3^{re}
105

Thomas Edwards

May 27th day 1795 Executed in the presence of Martin Haynie and Samuel Davis

Joseph Rogers J

September Rules 1795 Judgment according to writ

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at Northumberland Courtroom on Saturday the 9th of April 1796

John Field Pl

against Joseph Schofield Def 3 Upon a libel of Scire facias

This day came the Plaintiff by his Attorney, and the Defendant having failed to appear and set aside the said Judgment

Northumberland District April Term 1796

Annals

3

Wilm^s County to wit. J^r. Remolds Aff^r of Ch^r. Collins Adm^r of Tho^s Collins complains of Baldwin B. Smith in custody and so forth of a plea that he render to him the sum of fifty eight pounds eleven shillings and one half penny which he owes and unjustly detains from him for that whereas the s^d Def^t on the fourth day of June 1795 at the County aforesaid by his certain Bill penal sealed with his seal bearing date the same day and year aforesaid and to the Court now here shewn acknowledged himself to be held and firmly bound and promised to pay unto the said Ch^r. Collins Adm^r of Tho^s Collins the sum of twenty nine pounds five shillings and six pence farthing or Demand to which payment well and truly to be made the s^d Defendant bound himself his heirs Ex^{rs} & Adm^{rs} in the penal sum of fifty eight pounds eleven shillings and one half penny and the Pl^{ff} in fact says that the s^d Def^t according to the tenor and effect of the said Bill penal hath not paid the said £29. 5. 6¹/₂ and that the said Ch^r. Collins Adm^r of Tho^s Collins by his aff^r. W^m. Moore did assign over the s^d Bill penal on the day of at the County aforesaid of which s^d assignment the Def^t then and there had notice whereby and by force of the Act of Assembly in such cases made and provided this Action hath accrued to the Pl^{ff} to demand and to have of the Def^t the sum of £58. 11. 7¹/₂ Nevertheless the said Def^t although often requested to pay the same to the said Ch^r. Collins as Adm^r aff^r before the s^d assignment and to the s^d Pl^{ff} since the s^d assignment hath hitherto refused and still doth refuse to the damage of the said Pl^{ff} 50 Dollars and therefore he brings suit.

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September Rules 1795.

Common Order against the Defendant Daniel Crabbs the bail for his appearance

October Rules.

Common Order confirms and Judgment

At a Superior Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties at Northumberland Court House on Saturday the 9th of April 1796

John Remolds Aff^r of Ch^r. Collins Adm^r of Thomas Collins dec^d Pl^{ff} against

Baldwin B. Smith.

3 In Debt
Def^t

This day came the Plaintiff by his Attorney, and the Defendant having failed to appear and satisfy the said Judgment obtained against him in this cause as the Rules in the Clerk's Office therefore it is considered by the Court that the Defendant and Daniel Crabbs the bail for his appearance fifty eight

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For value received. I promise to pay to Christopher Collins of Wilesham County Administrator of Thomas
Collins dec'd his Executors Administrators or assigns the full and just sum of twenty nine pounds five shillings
and six pence farthing specie currency of Virginia, on demand, to which payment well and truly to be made
I bind myself my heirs Executors Admonors in the penal sum of fifty eight pounds eleven shillings and one
half penny of the like money. Witness my hand and seal this tenth day of June one thousand seven
hundred and ninety three

B. B. Smith

Test William Moore

Vincent Redman

"Indorsed" I assign the within bond to John Remondet

W Moore att' to

C. Collins Admr

T. Collins dec'd

Test Thomas Edwards C. S. D.

Northumberland District April Term 1796

Northth County to wit Isaac Johnson, Sarah Johnson, Fanny Johnson, Patsy Johnson, Molly Johnson (Aunt)
Johnson, Harbary Johnson, Patsy Johnson, Betsy Johnson, Heir and Heires at Law of Isaac Johnson d^r complaint
of Isaac Mott in custody of a plea that he render to the Plaintiffs ten negro Slaves viz. Violet of the Price
of £50 Aggy of the Price of £50 Dinah of the Price of £50. Mully of the price of £50 Sam of the Price of £50
Peter of the Price of £50 Phill of the Price of £50 Joseph of the Price of £50 Charlotte of the Price of £50 & Child
of the Price of £50 which the said Defendant unjustly detains from the said Plaintiffs for that whereas the said
Isaac Johnson in his life time to wit on the day of Anno Domini One thousand seven hundred &
at the County aforesaid was possessed of the said Slaves as of his own property and being so possessed
afterwards to wit on the same day and year aforesaid the said Slaves came to the possession of the said Defendant
yet the said Defendant knowing the premises although often requested by the said Isaac in his lifetime

Johnson's
or
Mott

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said Defendant since his death hath hitherto refused to deliver the said Slaves or either of them either to the said Isaac
in his life time or to the said Plaintiffs since his death to the Damage of the said Pls £1000 and therefore they bring Suit
November Rules 1795 . . . Common Order against the Defendant & Randolph Mott the bail for his appearance
December Rules . . . Common Order confirmed & Order for a writ of inquiry of Damages

8986 Cmt

Sanford
Hague

Northumberland Courthouse on Tuesday the 5th of April 1796

Isaac Johnson, Sarah Johnson, Fanny Johnson, Betty Johnson, Molly Johnson, Anna Johnson, Barbara Johnson, Betty Johnson & Betty Johnson Heir and Executors of Isaac Johnson dec'd.

against
Isaac Skott.

3 In Debitum
Def.

This day came the Defendant by his attorney, and the Plaintiffs being solemnly called, came not, nor is their suit further proceeded. Therefore it is considered by the Court that the Defendant go thereof hence without a day and recover against the Defendant three Dollars damages according to Law by occasion thereof, and his costs by him about his defence in this behalf expended, and the Plaintiffs in murey &c.

Testes
Thomas Edwards C. N. J.

Northumberland District April Term 1796

Westmoreland County to wit Thomas Sanford Agent of Samuel Bailey Esq of Paunt Bailey, complains of Joseph Hague in custody & of a plea that he render unto him the sum of £920. 14. 11¹/₂ pence which to him he owes & from him unjustly detains, for that whereas the Defendant on the 18th day of November in the year of our Lord 1787 at the Parish of in the County aforesaid, by his certain writing obligatory, sealed with his seal together with the seal of J^r. Hague and Thomas Thornley, and to the Court now here shewn, the date whereof is on the same day and year aforesaid, did acknowledge himself to be held & firmly bound unto the said Samuel Bailey Esq as aforesaid in the just and full sum of £920. 14. 11¹/₂ pence to be paid unto the said Samuel Bailey his heirs or assigns when he the said Defendant should be thereunto afterwards required and whereas afterwards to wit on the day of the said Samuel did in writing assign over all his right and title, in & to the said Bond, unto the said Plaintiff of which the said Def^t on the day of had notice by reason whereof and by force of the Act of Assembly in that case made and provided, Action has accrued to the Plaintiff to demand & have the same. Nevertheless the said defendant, although often required, the said sum of money to the said Plaintiff has not paid, but the same to him to pay, hitherto has refused, and still does refuse to the Damage of the said Plaintiff pounds, and therefore he brings suit &c.

John God
Richard Roe 3 Pleades of Prosecution

Mand for the Plaintiff

May Rules 1794. Common Order against the Defendant & James Aust the bail for his appearance.

June Rules. Common Order confirmed and Judgment.

At the Court held for the District of Richmond, Westmoreland, Lancaster and Northumberland Counties.

Thomas Sanford Upfurge of Samuel May Esq of ...

against
Joseph Hague

3 In Debt
Def.

books ... 5 L. 78 Cents

This day came as well the Plaintiff by his Attorney, as the Defendant James Rust by his Attorney, whereupon came also a Jury to wit Griffin Edwards, Daniel Scabb, William Bayliffe, John H. Fowkes, Joseph Hudson, Christopher ... Benjamin Walker, John Davis, John Blutton James Dodson, Charles Fallin & John Gordon jr who were duly tried and sworn well and truly to try the issue joined between the Parties, whereupon the Plaintiff being solemnly called came not, nor is his suit further prosecuted, Therefore it is considered by the Court that the Plaintiff be committed and that the Defendant James Rust go thereof hence without a day and recover against the Plaintiff three Dollars damages by occasion thereof according to Law and his costs by him about his Office in this behalf expended, and the Plaintiff in mercy.

Teste

Thomas Edwards C. J. D.

Number 16
Edmunds 3

Northumberland District April Term 1796

Woodroff's Admin
Edmunds 3

Northumberland to wit Robert Gordon Administrator of all singular the goods chattels & credits of Robert Woodroff deceased, complains of John Edmunds & Spencer Waddy in custody of a plea that they render unto the said Pl three hundred pounds current money which from him they unjustly detain for that whereas the said Defts on the twenty eighth day of March one thousand seven hundred and eighty four at the County aforesaid by their certain writing obligatory sealed with the seals of the said Defts. and to the Court now here shewn the date of which is the same day & year aforesaid did acknowledge themselves to be held and firmly bound unto the said Robert Woodroff in his life time in the said sum of three hundred pounds to be paid to the said Robert Woodroff when the said Deftants should afterwards be thereto required. Yet the said Defts after required the aforesaid sum of money or any part thereof to the said Robert Woodroff in his life time or to the said Pl (to whom Administration of the said Robert Woodroff's estate was in due form committed) since his death have not, nor hath either of them paid, but the same to pay have each of them hath refused, and still do refuse to pay the same or delay of the Administration of the estate of the said Rob. Woodroff, to the Damage of the Pl And thereof he brings suit & And brings

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In the General Court

February 1769

Common Order against Defendant Edmunds William Edwards, confirmed, Petition capias against Waddy

7 April 1769

General issue for recovery

Northumberland District April Term 1796

George the third by the grace of God of Great Britain France and Ireland King defender of the faith &c To our Justices of our County of Northumberland greeting. Whereas ... in the record and Process and also in rendering Judgment of a certain Action which was in our County Court of Northumberland aforesaid, between Messrs Hunter Campbell and company Pls and John Edmonds special bail for Benjamin Wladay Defs manifest error intervened as it is said to the Damage of the said Plaintiffs as by the intimation of the said Pls we are informed and be being willing that the error aforesaid if any be corrected, and full and speedy Justice be done in this behalf to the said Parties, command you that the record, Process and Judgment aforesaid with all things touching the same, under your seals distinctly and plainly you send to our Justices of our General Court at the Capital in Williamsburg on the eleventh day of the next, so that our Justices of our General Court, the record process and Judgment aforesaid being inspected may further for correcting the error aforesaid do what of right and according to Law ought to be done. Witness Francis Fauquier Esq our Lieut. Governor at Williamsburg the fifth day of November in the eighth year of our reign

Ben. Waller

Shews before the Worshipfull his Majesty's Justices of the Peace for the County of Northumberland at the Courthouse the tenth day of July in the fourth year of the reign of our sovereign Lord George the third by the grace of God of Great Britain France and Ireland King defender of the faith &c and in the year of our Lord Christ 1764

Our Lord the King did command the Sheriff of this County by his Writ bore in these words to wit. George the third by the Grace of God of Great Britain France and Ireland King defender of the faith &c To the Sheriff of Northumberland's County greeting Whereas Messrs Hunter Campbell & Company late in our Court of our said County of Northumberland at the Courthouse of the said County have recovered against Benjamin Wladay One hundred and twenty nine pounds five

shillings and eight pence current money of Virginia for Debt, and one hundred and eighty seven pounds of tobacco and fifty shillings or one hundred and fifty pounds of tobacco for the costs of their suit in that behalf expended, But that Judgment (the costs excepted) is to be discharged by the payment of sixty four pounds twelve shillings and ten pence within or on the same at the rate of 5 p. p. annum to be computed from the first day of July 1761 till the time of payment whereof the said Benjamin Wladay is convicted as appears to us of record. Nevertheless Execution thereof still remains

Execution against him of the Debt and both aforesaid, according to the form and effect of the recognizance aforesaid, ought not
have, if to him it seems expedient, and have then there the names of those by whom to him you shall make known, and
this writ. Witness Thomas Jones Clerk of our said Court at the Courtthouse aforesaid the 14th day of June in the
fourth year of our Reign

Thos Jones

And now at this day came the said Messrs Hunter Campbell and Company by David Boyd, their Attorney, and the
Sheriff to wit Newton Keene Esq. did return that by good and lawful men of his Bailiwick he had made known to the
said John Edmunds that he should be before the Justices aforesaid at the day and place aforesaid, as by the writ aforesaid
he was commanded. And the said John Edmunds by Richard Parker Esq. his Attorney came and prayed Copy of the
record in the writ aforesaid mentioned and to him it was granted, the same day was given the Parties aforesaid here by
And afterwards to wit, at a Court held for the said County the tenth day of September, then next following, came the
Parties aforesaid by their Attorneys aforesaid, and the Defendant brought into Court the body of the said Benjamin Elstey
for whom he was bound by the recognizance in the writ aforesaid mentioned, whereupon it was considered by the
Court, that the said Benjamin Elstey remain in custody of the Sheriff of this County, and that the writ aforesaid be
dismissed the said Defendant paying to the Plaintiffs their costs by them in this behalf expended.

And afterwards to wit at another Court held for the said County the eleventh day of January 1708 came the said
Plaintiffs by their Attorney aforesaid produced his chancery writ of error directed to the Justices of our Lord the King
for the County aforesaid, commanding them to send and certify the record process and Judgment with all things touching the
same in this cause under their seals, to the Honourable the General Court on the eleventh day of the next General Court.

Plaintiffs costs is £^s... 248^l 10^s 11^d or 150^l 10^s

Defendant's costs is £^s... 27^l 10^s 11^d or 150^l 10^s

Deale Thos Jones Clk. St. Cur.

Northumberland County to wit By virtue of his chancery writ of Error as is directed, we do hereby and our clerk
the record process and Judgment in the above cause to the Honourable the General Court. Given under our hands and seals
this 28th day of March in the eighth year of the Reign of our sovereign Lord George the Third

Richard Hull Seal

John Smith Jr. Seal

David Ball Jr. Seal

John Williams Seal

Newton Keene Seal

March 1770 Newm

Hunter & Co. vs Edmunds in error

And the Ct say that in the record and proceedings aforesaid in the conclusion of the Judgment aforesaid it is
manifestly error in this that on the 12th day

Plaintiff three dollars damages by occasion thereof according to Law. His boots by him about his defence in this behalf expended. And the Plaintiff in mercy.

Essex

Thomas Edwards L. N. D.

Northumberland District April Term 1796

Wiltshire County to wit Joseph Hague complains of Fleet boy in custody of a plea for that whereas the Defendant on the day of at the County aforesaid, with force & arms did break the close of the said Plaintiff and did then & there pull down take and carry away from the close of the said Plaintiff 50 Barrels of Indian corn of the value of £250 the property of the said Plaintiff and convert the same to the use of the said Defendant and other injuries then & there done to the damage of the said Plaintiff £200 pounds and therefore he brings suit. *Et Proke for Plaintiff*

June 1795. Common Order

July. Common Order confirmed and order for a writ of inquiry of Damages September continued

At a Superior Court held for the District of Richmond, Wiltshire, Lancashire and Northumberland Counties, at Northumberland Courthouse on Friday the 8th of April 1796

Joseph Hague. Pl.

against

Fleet boy. Def.

3 In Custody

This day came the Parties by their Attornies, and on the motion of the Defendant it is ordered that the Judgment obtained against him in this suit as the Rules in the Clerks Office, and the Order for a writ of inquiry of Damages be set aside. Whereupon he pleads not guilty, and issue. Whereupon came also a Jury to wit John Dodson, James Dodson,

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Loftis Jones, Richard Routt, George Glascock, William Davenport, Richard Beale, James Booth, William Palmer, William Brownman, Edwin Barnes and Oliver Holt, who were elected tried and sworn well and truly to try the issue joined between the Parties, whereupon the Plaintiff was solemnly called but came not, nor is his suit further proceeding. Therefore it is considered by the Court that the Defendant go thereof hence without a day and recover against the Plaintiff three dollars damages by occasion thereof according to Law, and his boots by him about his defence in this behalf expended. And the Plaintiff in mercy.

Book. 1950 C. 10

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Inventory Appraisalment of the Estate of Ann C. Parker taken Thursday
27 October 1842

1 Pair Sofa	2.00	1 Pair Walnut dining Table	4.00
2 Water Tubs	35	1 Ditto Tea Table	6.00
1 Large Glass Jar	12 1/2	1 Walnut Ditto	1.00
1 Large Iron pot	50	1 Large Ditto Ditto	2.00
1 Pair of Turkey and	1.00	1 Bedstead 1 st Chair	2.00
1 Small Iron pot	50	1 Ditto Ditto 2 nd Chair	2.00
1 Spider and top	75	1 Trunk Ditto Ditto	5.00
1 Small Oven	25	1 Bed & Bedstead 1 st Chair	15.00
1 Bed Steeple	1.00	1 Ditto & Ditto 2 nd Chair	15.00
1 Large pot and Hooks	1.50	1 Ditto & Ditto 3 rd Chair	15.00
1 Iron Stove	35	1 Ditto & Ditto 4 th Chair	15.00
1 Large Iron Kettle	2.00	1 Ditto & Ditto 5 th Chair	15.00
1 Cradle	25	1 Ditto & Ditto 6 th Chair	3.00
1 Pair fire Irons	2.50	7 Rose Handkerchiefs	8.00
1 Ditto	1.50	2 pair Cotton Handkerchiefs	2.00
1 Ditto	1.00	4 Damask Table Cloths	10.00
1 Ditto for Kitchen	1.00	3 Linen Ditto Ditto	6.00
2 Iron Spoons and 2 flesh forks	38	12 Napkins	3.00
1 Iron Colander			

2 Iron Spoons and 2 flesh forks	38	12 Napkins	3
1 Pair Copper Kettle	2	1 Set Red Curtains	5
1 Bed made Kettle	2	1 Set 2 Lin	3
1 Bed made miter & settle	2	1 Bureau	12
2 Trays. Silver and Stone	2	1 Refrigerator	10
1 pair of Waffle Irons	27	1 Wash Stand	75
1 Tray and Stand	35	1. Britannia Tea set	3
1 Set of Oil Tin	25	1 Brass Candle Stick	1
1 Watering pot	35	1 Flat Site Tray and muffs	50
1 Water and Canteen	2	35-1 pair of Turned wood dishes	1
1 Long Tea Board	50	1 Site Site Site	75
1 Pair sheep skins & hammer	75	1 Turned	50
1 Soft Flay Cotton chairs	15	3 Apple Dishes	3
1 Windsor round Table	6	2 Button Box	1
1 Windsor Chairs	2	11 Large Blue plates	1
1 Arm and 1 Turned chair	50	8 Small Site Site	50
1 Rocking Chair	75	2 Large Blue edge dishes	50
1 Pair of Junk Bottle	4	3 Small Site Site	25
1 Mahogany Stand	3	3 Apple Dishes	50
1 Large Chest	50	7 Blue Edge plates	25
1 Walnut Cupboard	8	1 Set Tea china	5

682	8 Small Plates Sugar dish and Tea set	50	Antiques Spent of Law	50
	2 Small dishes	50	With a Commemorative	
	2 White plates with legs	75	Set of the Constitution	
	2 mugs	25	of England	50
	1 Silver Silver Tea Spoon		Set of the Constitution	50
	10 Table Site		American State papers in 12	6
	2 Silver Teat Stand & 2		United States Philosophy	1
			Payley's Teat Site in 2 set	1

Robinson's Testament		Descriptive Catalogue 50	
Adam Clarke		50 q. Murray's Grammar 50	10
Allen's History		Cuthbert's Geography \$2.00	
Blair's Lectures		Webster's Dictionary 1-	2.00
Compton's Enrich		Classical Latin Dictionary	50
Crane's Geography		Treaties in Four Volumes binding	25
Modern Europe 5 vol.	2.15	Practical Arithmetic 20 q. 20	
Stevens' Travels	20	Spencer's Grammar	50
Rome and Imperial History		Latin Books 25 q. Review 25	
of England	5 00	old Books 25	15
Henry's Life of England	3 00	Longman's Vocabularies 50	
Allen's General History	3.00	1 Book Can. \$4.00	5.00
Robinson's History Testaments	2.00	1 Sound House \$2.00	
Life of America	2 00	1 Series from 25-	50
Hollis's Ancient History		1 Bay Horse \$40. - 1 Bay mare 40	80 00
in 10 volumes	4 00	1 Cast Vahula \$15. - 1 do. do. \$10.00	25 00
Life of Rome	1 00	1 Atlas. Atlas \$3. 1 old Tumbler top \$2.50	5.50
" Spain	1 00	1 Polish Fork	79
" E & West Indies	2 00	1088 Shingles - 250 - p. 100	2.75
" England	30	8 Stacks Black Powder Co. per lb	48 00
		2300 Bunker's Chain of 1/2 inch	2.21

653	248 Feet of Pop. Board at 10 cents per foot	24.80
	120 Vane Boards at 75 Cents per Board	9.00
	4 Stacks Oak Shave at \$1. per Stack	4.00
	1 Dine Wheat Dine at \$1. per Dine	1.00
	Thrashing Machine	7.00
	1 Great Stone of 2. Iron Cutter per 100	15.00
	1 Corn Shelter \$15. Wheat Fan 8, Lewis \$20	35.00
	3 Sykes & Co. \$3.00 2 Cultivators \$5.00	11.00
	1 North Bassett House, best and complete for light	1.00
	1 Plumb 55 1/2 ft. 1/2 inch	1.00

4 Sows 2 nd $\$2.75$ - 4 Sows 3 rd $\$2.50$	3 rd 35
1 Sows and 7 pigs $\$5.00$ 3 Sows 1 st Choice $\$1.25$	6 25
5 Sows 2 Choice $\$1.00$ 5 Sows 3 rd $\$1.00$	1 25
5 Sows 4 th $\$1.00$ 7 Sows 5 th $\$1.00$ and last 50¢	1 25
1 Yearling by m Bows & Bows - 1 st Choice	35 00
1 Sows 2 nd & Sows 2 nd Sows	35 00
1 Sows 2 nd & Sows 3 rd Sows	30 00
1 Single by 1 st Choice $\$20.00$	20 00
1 Sows 2 nd Sows 2 nd Sows	13 00
1 Calf of $\$1.00$ - York young by $\$12.00$	13 00
1 Pair young by $\$5.00$ 2 Red yearlings 1 st Choice $\$6.00$	11 00
2 Red Sows 2 nd Choice $\$6.00$	6 00
6 Sows 1 st Choice $\$10.00$ for corn $\$6.00$ - 4 Sows 2 nd Choice $\$5.00$ for corn	92 00
1 Pair Steers $\$5.00$ 1 Sows $\$4.00$ 5 Cows $\$1.25$ for corn $\$4.25$	15 25
1 Bull $\$12.00$ 40 Bushels Corn $\$20.00$ for Bushels $\$10.00$	50 00
5 Sheep Skins $\$25.00$ per skin $\$125.00$ 162 1/2 Long Corn $\$2.50$ per bushel $\$406.25$	406 25
15 Bushels Short Corn $\$1.25$ $\$18.75$ 2 Bunches Shells $\$3.00$	21 75
1 Lot Butter Corn	1 00
	1717 61

Wm Eustace adm^r
of Am to Tomlin dec

684

1843 July 15. Agreeably to an order of Northumberland Circuit Superior Court bearing date October 24. Term 1842 and to us directed, We the undersigned appraisers met accordingly on the 27 October 1842 at the late residence of Ann C Tomlin and duly appraise the personal estate of said Tomlin as shown us by Wm Eustace the administrator.
Wm Hunt cly

Ranleigh D. Hardin
Cyrus C. Phipps
James Kiley

Returned into Northumberland County Court the 12th day of August 1844 and ordered to be recorded

Account Sales of the Estate of Sam Tomlin and S^{rs} 1st day of November 1811

Purchaser Names	Articles	
Rebecca	1 Tin Case	1, 95
Richard Parin	2 Tubs	16
E. J. Carter	Large Clay Jar	90
Thomas Bace	1 Large Iron pot	25
Ralph A. Edwards	1 Pair of Trowsers	1, 10
James	1 Small Iron pot	78
Wm. Eustace	1 Small Oven	20
Same	1 Spider & Top	75
James	1 Tin Kettle & 1 st Chair	21
Robt. Payne	1 Iron Stove 2 nd	12
Wm. Eustace	1 Large Lamp and Hook	1, 02
Wm. T. Ward	1 Iron Stove 1 st Chair	17
Same	1 Iron 2 nd do	16
Robt. A. McLanahan	1 Enamel	32
Wm. Eustace	1 ft fire iron for kitchen	20
Same	1 ft. Stove for do	1, 55
E. Edwards	1 ft. Stove for do	75
Rich. Dodson	2 ft. Stove do	12
E. Edwards	2 Fresh forks & 2 Spoons	50
Wm. Eustace	1 Large Copper Kettle	2, 02
Warner Eustace	1 Brass metal Skillet	2, 75
E. Edwards	1 Master & Sistle	1, 10
Wm. Eustace	Shovel & Trowel	6, 60

615

Purchaser Names	Articles	
Cyrus Coffey	Waffle Iron	45
Robt. Bace	Set of Tin	37
Same	Washing pot	31
Samuel Downing	Washing pot	61
Georg. Witterdon	20 L. T. do	

Charles H. Gushy	1 Bed Stand	No 1	1 50
John Gushy	1 Side	No 2	3 50
Wm Eustace	1 Do	No 3	4 50
Sam	1 Bed & Braided 1 st Chair		17
Charles H. Gushy	1 Do & Do	2 nd	18
Vincent Brown	1 Do & Do	3 rd	16
E. J. Carter	1 Do & Do	4 th	15 25
John Gushy	1 Do & Do	5 th	12 50
Robert Edwards	1 Do & Do	6 th	6 00
Vincent Brown	1 ft Blanket	1 st Chair	2 50
Cyrus Desapridge	1 Do	2 nd	2 05
Wm Eustace	1 Do	3 rd	2 05
John Keen	1 Blanket	4 th	39
James Williams	1 ft Sheet	1 st Chair	86
Wm Eustace	1 Do	3 rd	90
Sam	1 Pair Sewing Table cloth		2 70
George Erickson	1 Do Do		2 62
E. J. Carter	1 ft Scrapie Sheet		2 04
Wm Bridgman	1 Table Cloth		75
Wm Eustace	1 Dozen Napkins		1 88
	1 Set Bed Curtains		2 00
Samuel Downing	1 " " 2 nd Chair		1 00
Wm Eustace	1 Bedcurtain		6 30
	1 Refrigerator		11 30
John J. Cramer	1 Wash Stand		2 50
E. B. Edwards	1 Moustache pot		1 10

686

Purchaser Names

G. W. Eustace

C. H. Gushy

Wm Eustace

Sam

Sam

Articles

1 Set Brass Candle sticks

1 Candlestick

2 Large dishes, Pierced glass

2. Small Dishes

1 Tureen & Spoon

52

33

1 05

1 12

60

687

E. H. Edmondson

James
James
Griffin Williams
J. & P. V.
James & William
Wm. C. Easton
Warner Hunt
James
James
Wm. C. Easton

James C. Coffey
John & Fern
James Williams
Griffin Williams
Jas. C. Williams
Wm. C. Easton
Jas. C. D. James
James
James

China States

1 dozen cups & saucers 1 set
12 saucers & 10 cups
1 kitchen tea set
2 glass plates
7 Dishes
Sugar dish & Cream set
1 dozen silver tea spoons
10 Table Dishes Dishes
3 Silver salt stands
1 Silver knife
1 Co. or shell
1 dozen dining knives & forks
1 dozen breakfast do
2 Large flat plates
2 Small do
1 Large stone firebricks
1 Old gun
1 Summer carpet
1 Carpet & Rug
1 map of N. & S. America
1 " of Asia
1 " of Africa

10.
2 00
1 85
07
25
41
14
7 00
15 50
7 05
13 50
1 50
3 10
1 60
25
27
02
2 05
9 25
25
25

657

Purchase Names
Mr. L. P. James
A. Hall
J. W. Edmondson
Wm. C. Easton
The W. Penickson
Warner Hunt
J. W. Edmondson

Articles

1 map of Europe (11 vols)
Hume & Smollett History of England
Hume's History of do 6. & 7 vol
Mills's General History 5 vol
Robertson History of Scotland 20
Rollins a history 10 vol

25
2 05
2 92
2 15
1 05
3 70

12
33
05
12
60
10

Robert Edmunds
Warner Hurst

Mrs Eustace
E B Edmunds

Mrs H Pinckard
E B Edmunds

Warner Hurst
Mrs Eustace

Mrs H Pinckard

E B Edmunds
Mrs H Pinckard

W Hurst

E B Edmunds

W Hurst

Cyrus Copeage

Mrs Callahan

Mrs Price

J & P Jones

Cyrus Copeage

W Hurst

Mrs Eustace

1

Payless Little Do - 2 vol

Home Essay 2 vol

Nature displayed

Goldsmith's Compendious History

Modern Europe

Impressions works of S Addison

Tauter 2 vol

Compendious Poems 2 vol

Johnson's Lives of English Poets

Stevens Poems

2 vols of Poems

Byron's Poems 3 vol

Theobald 8 vol

British Theatre 11 vol

Seven 3 vol

Concise in 4 vol

Life of F. M. M. M. M.

2 vols of letters

Bernard's Poems 3 vol

Murray's Grammar

Euclid's Geometry

Webster's Dictionary

Chambers's D.

Home-keeping & Fruit Trees

Quid's Poems

688

James Eustace

E B Edmunds

James Eustace

A. Hall

Articles

History of the State of New York

Principles of Geometry 1898

Robinson's Grammar

45

06

150

689

Lat Palmer	1	"	"	6 ³	
"	1	"	"	7 ¹	
MMB Hunt	1	"	"	8 ²	
Lat Hunt	1	"	"		
E B Edwards	20	or 13 ¹	Black Fodder	C 30 ft	6.90
Lat Palmer	50	Feet	Pipe Fodder	C 70 ft	
A Hare	50	"	"	" 5 ³ / ₄	
"	50	"	"	" 5 ¹ / ₄	
Elias & Bunt	50	"	"	" 6 ¹ / ₄	
Lewis Dicks	48	"	"	"	
George Bunt	5	Loads	Shucks	C 60 ft	per load
Same	5	"	"	"	66. "
John S. Lewis	2	"	"	"	66 ¹ / ₄ "
Lynne C. S. P. J.	2	Shack	and Straw	1 ¹ / ₂ Chin	
A Hare	2	"	"	"	2 ¹ / ₂ "
MMB Hunt	2	"	Wheat	"	1 ¹ / ₂ "
MMB Hunt	3	"	"	"	2 ¹ / ₂ "
Henry James	1	"	"	"	3 ¹ / ₂ "
James Palmer	1	"	"	"	4 ¹ / ₂ "
MMB Eustace	1	Large	Some	hose	15.70
Lat Palmer	1	White	Iron		25.50
John E. Hem	1	Bay	Iron		38.50

Customers Names	Articles			
John E. Hem	5 Shup	1 ¹ / ₂ Chin	141	7 40
MMB Hunt	5 ¹ / ₂ Sute	2 ¹ / ₂ In	123	6 65
6 Castimond	5 ¹ / ₂ Sute	3 ¹ / ₂ "	135	6 25
Same	5 ¹ / ₂ Sute	4 ¹ / ₂ "	128	6 40
MMB Hunt	5 ¹ / ₂ Sute	5 ¹ / ₂ "	129	6 45
MMB Wallace	5 ¹ / ₂ Sute	6 ¹ / ₂ "	126	6 30
"	5 ¹ / ₂ Sute	7 ¹ / ₂ "	115	5 75
"	5 ¹ / ₂ Sute	8 ¹ / ₂ "	110	5 12

Ja ^d Palmer	1	but Chief 1 st chair	10 70
	1	do 2 nd	10 00
Cyrus Regnier	1	do 3 rd	8 50
"	1	do 4 th	8 30
James Hurst	1	do 5 th	6 00
"	1	do 6 th	4 00
W Hurst	1	but 7 th	4 30
Ja ^d Hurst	1	" 8 th	4 00
Griffin Ingram	1	" 9 th	4 25
Ja ^d Hurst	1	" 10 th	4 05
Wm C. Eustace	1	Red Hair	5 35
Vincent Brown	1	Red do	6 00
Cyrus Copple	1	Same do	8 05
Thos H McManahan	1	Large young do	15 00
James Hurst	1	do do	30
Thos H McManahan	1	Large young	15 00
George J. Lee	1	Young do	16 00
James Hurst	1	Large young do	8 80
Wm M. Bean	1	Red	12 90
Ja ^d H. Williams	2	Red yearlings 1 st chair	8 50
Elias E. Runt	2	" 2 nd	6 30

Purchasers Names

James Dick

Patrick Hester

John Gertjes

James C. Williams

James Salomon

Thomas Armstrong

Idem

Idem

James Salomon

"

"

"

"

"

"

"

Thomas Bunt

Cyrus Lippard

James B. Hill

Cyrus Maynie

Thomas Armstrong

Cyrus Maynie

Idem

James Kelly

James Salomon

Wm. C. Guntou

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Idem

Articles Sold

1 yoke Oxen & Pair 1st chair 28.50

" " 2nd " 19.35

1 Lumber Stand 4.12

1 Seyke Horse 1st chair 2.05

1 Do Do 3rd " 1.10

1 Do Do 3rd " 50

1 Cuckoo 1st chair 1.00

1 Do 2nd " 1.00

Plough Gear 1st " 1.15

1 Litter 2 " 1.15

Do 3rd " 1.00

Do 4th " 1.00

Do 5th " 50

1 Set Frame Chair 1.00

1 Tooth Hammer 14

1 Pair of Oxen & Coasting plough 62

1 Plough 1st chair 1.15

1 Do 2nd " 1.30

1 Do 3rd " 1.10

1st Chair single horse plough 4.00

2 " " " 4.00

3 " " " 3.00

4 " " " 3.12

2 Working horse 1st chair 50

2 " " 2 " 26

2 " " 3rd " 13

2 " " 4th " 12

1 " " 1st chair 19

2 Killing Sticks 1st chair 41

4 " " 2nd " 12

1 " " 1st " 41

John Kelly	2	Wearing nose	2	"	26
Cyrus Mayne	2	"	"	"	13
"	2	"	"	3 ^c	12
"	2	"	"	4 ^c	19
"	1	"	"	"	41
John C. Williams	2	Hiding Store	1 st	chain	12
Cyrus Mayne	4	"	2 nd	"	41
Oliver P. Brint	2	Embroid Store	1 st	"	15
R. D. Foster	2	"	2 nd	"	12
Cyrus Mayne	2	"	3 rd	"	25
E. Hester	1	Spade	1 st	chain	30
Griffin Ingram	2	"	2 nd	"	32
E. Hester	1	Shovel	1 st	"	31
Same	1	Do	2 nd	"	12
Griffin Ingram	1	Do	3 rd	"	3
Same	3	Bushes & Pick	2 nd	man	

Purchasers Names	Articles			
James Hunt	4 Rebar	1 st Chain	20	10.
Cyrus Mayne	4	2 nd	42	4
Thomas Armstrong	1 7/8 Auger		25	5
Cyrus Coffey	1 Vlt of br bar		50	7.
Thomas Payne	2 Cys	1 st Chain	25	8
Griffin Ingram	1 Do	3 rd	56	9
Ralph Camm	2	3 rd	57	9
Wm. H. Ketchy	1 ft bar Wagon		36	9
"	1 pituit Fork		50	9
Warner Hunt	2 New Axes		30	9
Vol. Payne	1 Exp cut saw		25	9
James Williams	1 Whip saw		25	9
Cyrus Mayne	2 Or chains	1 st chain	25	9

Thomas Armstrong	best Wheel	10 00
E J Carter	1 Bag Feathers	1 25
"	1 Old Saddle	12
Effie Ingram	3 Sheep Skins	66
John King	3 "	51
A. G. Gentry	1 Old Table	6
A. H. H.	1 do do	3
M. J. J.	5 Bams Vmp Low - C/2.5 1/2	12 75
John Deeks	10 " " " 2.50	25 00
James De Digg	10 " " " 2.50	25 00
John Chan	15 " " " 2.50	37 50
James Payne	5 " " " 2.50	12 50
Wm. C. C.	5 " " " 2.25	11 25
"	5 " " " 2.31	11 55
"	10 " " " 2.50	25 00
Am. H. Harding	80 " " " 2.57	200 80
W. T. D.	10 " " " 2.57	25 10
W. T. D.	7 " " " 2.30	16 10
W. T. D.	5 " " " 2.28	6 40
W. T. D.	5 " " " 1.28	6 40

692	Purchaser Name	Article	
6	Cyrus K. K.	5 Bams Short Corn C/126 1/2	6 30
	James Palmer	1 Vlt. Ketter B.	1 00
	Sam	2 Bams Mattress	3 00
	John Digg	1 best and wheels	3 10
			1484.95
		W. Hunt Clk	
	Returned into Northumberland County Court 15 day of August		

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This
copy

M. B. Wallace

Returned with said Circuit Superior Court the 6
day of April 1847 and made the record

Test

Truly Recorded A. J. Bunt

Test

Know all men by these presents, that we John R. Smith
and John J. Bette are held and firmly bound unto the common-
wealth of Virginia in the just and full sum of
Two hundred dollars, to which payment well and truly
to be made and done, we bind ourselves, our heirs, executors
and assigns jointly and severally firmly by these presents
sealed with our seals and dated this 24th of October
1846 -

The consideration of the above obligation is such that
if the said J. R. Smith clerk of the Circuit Superior Court
of Law and chancery of Brooke County shall well & truly
account for and pay into the Public Treasury all
taxes on Law Books and other public moneys which
shall come into his hands during the term of twelve
months ensuing the first day of September last (past)
then the above obligation to be void, else to remain in
full force and virtue

J. R. Smith
John J. Bette

At a Circuit Superior Court of Law and chancery
continued and held for the County of Brooke at the
Court House thereof on Monday the 24th day of October 1846

This bond was this day acknowledged in open court by the
Obligee and ordered to be recorded

Truly Records ^{Just} A. J. Bentley
Teste

I now all men by these presents that we for and for the
and for the honor are held and firmly bound unto the Commonwealth
of Virginia in the full and full sum of Two Hundred Dollars
to which payment well and truly to be made two times
ourselves our heirs, Executors and assigns jointly & severally firmly
by these presents. Sealed with our seals and dated this
23rd of October 1849 - The condition of the above
obligation is such that if the above bound for and for the
Clerk of the Circuit Superior Court of Law and Chancery
of the County of Prince George shall well and truly account for
& pay into the Public Treasury all Taxes on Land and
and other Public Money which shall come into his
hands during the term of 12 months ending the
first day of September next past, then the above obligation
to be void else to remain in full force & virtue

Wm. H. Bentley
Geo. J. Bentley

At a Circuit Superior Court of Law and Chancery held
for the County of Prince George at the Court House thereof on Thursday
the 25th October 1849 - This bond was this day acknowledged by
the Obligee in open court & ordered to be recorded

and Mr. [unclear] are held and firmly bound unto the Commonwealth
of Virginia in the just and fixed sum of Two Hundred Dollars
to which payment well and truly to be made two times
ourselves, our heirs, executors and assigns jointly & severally firmly
by this present. Sealed with our seals and date this
23rd of October 1849. The condition of the above
Obligation is such that if the above bound John R. [unclear]
Clerk of the Circuit Superior Court of Law and Chancery
of the County of [unclear] shall well and truly account for
& pay into the Public Treasury all Taxes on Land Profits
and other Public Money which shall come into his
hands during the term of 12 months ending the
first day of September next past, then the above Obligation
to be void else to remain in full force & virtue.

Wm. [unclear]
Jas. [unclear]

At a Circuit Superior Court of Law and Chancery held
for the County of [unclear] at the Courthouse thereof on Thursday
the 25th October 1849 - This bond was this day acknowledged by
the Obligor in open Court & ordered to be recorded

Teste

Truly Recorded

A. J. Brantley

Teste

694

Mr Clifton Estate in Receipt with Wm C Eustace

1843	Jan	To Balance due in for former settlement	\$19 21
		To cash paid Chas Gray for cutting wheat last harvest	6 00
		To ditto paid H B Harvey's account	7 00
		To ditto " Farmy D Jordan	5 00
		To ditto " Newson taken on order of J ^d W Purdy	30 00
		To do " A Hall on order of same	58 86
		To do " C Koppidge for order of Rich ^d Savin	4 74
April	7	To do " A Hall & Co	27 19
		To do " Sam	6 34
June	8	To do " Wm C Eustace for his man in harvest	2 00
August	1	To do " Wm C Eustace for labor of men in harvest	12 00
		To do " Sam for same	2 48
		To do " J Bottoms on order of J ^d W Purdy	7 96
October	21	" " " J ^d W Purdy	30 00
16	"	" " " Sam in full	81 99
18	"	" " " J ^d C Williams	1 00
"	"	" " " Sheriff of Mich ^t for taxes 1843	13 82
"	"	" " " Lancaster do	1 76
26	"	" " " Edward Payne for carrying chain in survey of farm	7 00
		To do " J K. Snaklee for do	7 00
"		To " " Wm C Eustace for do	66 92
"		To " " Wm C Eustace ap	6 00
Nov	21	" " " Robt Co father in account of negro hires	277 07
		Amount carried forward	\$684 81

1843

or

By credit of lots from J^d W Purdy for 1841
By " from A Hall for Shucks

12 06
4 00

695

1843
Nov

1844

January

February

August

January

1845

January

June

April

1846

January

June

Nov

1847

January

	chain survey of farm	7 00
	To rec " of K. Treake for rec -	7 00
	" To " " Mottet Perryer	66 92
	" To " " M. C. Gustav of	6 00
Nov 21	" " " Robt Co factors on account of registers. —	277 07
	Amount carried forward	\$684.81

1843	By	Amount of lots from Jas Kelly for 1841	12 06
	By	" from A Hall for Shucks	4 00
	By	" " " " for oat land	4 00
	"	80 bushels oats sold to G. C. Pittman in 1842	20 00
	By	" " " " " Jas Kelly	25 00
	"	rent of lots to Jas Kelly	3 28
Nov	By	" " " " " in 1843 -	8 86
	By	labor of 3 men in building 1 log Cabin for me	3 00
		Am't carried forward	\$82.17

1843	To	Amount brought Forward	684.81
Nov 21	To	Cash paid Ann Vasson for leaving	6.50
			691.31
1844	1	To Balance of Cash	609 14
Jan 25	To	Cash paid to G. Cabell and to W. C. Callahan	5 38
Feb 21	To	rec " " " factors for 2 Blankets	2 00
3	"	" " " " " Jas Kelly account	94.58

5	"	"	"	to Kate Shiff	10.75
"	"	"	"	to	3.20
18	"	"	"	Postage bill	1.42
August 19	"	"	"	to Brent to Shiff	4.75
Jan 17	"	"	"	to the Master on hire of slave -	183.66
					<u>\$917.08</u>

1845	Jan 1	to Interest on \$609.14 balance due Jan 1st 1844 for 1 year	36.54
	17	to Cash paid to the Master's order in favor of E Conway on account hire	59.25
	Jan 12	to do " E Conway on same account	12.00
	Feb 20	to do " " " on same account	36.00
			<u>\$1024.33</u>

1846	Jan 1	to interest on \$917.08 due 1st Jan 1845 for 1 year	53.02
	Jan 17	to Cash paid to the Master on account hire of slave	43.03
	Nov 21	to do " to Master	2.00
			<u>\$1069.36</u>

1847	Jan 1	to interest on \$1069.36 due Jan 1st 1846 for 1 year	61.35
	27	to cash paid Thomas Turner	1.84
		to do " clerk of Smith County Court	.62

Amount Carried forward \$1071.84 1847

696

Or

1843

By Amount brought Forward
By Balance

82 14

609 14

691 31

1847

By Amount brought Forward

1071 82

152 91

1848 January 1

To interest on \$1069-36 due January 1 1847 for year

64 16

To this sum paid parties for interest on
Blethen house rent paid them Nov 18 1844

2 59

To cash paid Addison Hall Comm^r
for seating this account — Frueher

6 00

\$1080 41 \$217 07

1848

Or

January 1

By this amount in principle transferred
to my administration account with
Miss Ann C. Jordan & charged to said estate

1080 41

By this amount in interest also
transferred to same account and charged
there thus closing this account

217 07

\$1080 41 \$217 07

Preparatory to a settlement of Mr C. Gustave's administration
account of the estate of Ann C. Jordan and I had called
with him the foregoing account of his transactions
with the Blethen estate which exhibit a balance of
\$1080-41 in principal and \$217.07 in interest, due
to the said Mr C. Gustave, but which has been transferred
as on 1st January 1848 to his administration account
proper and being therein included to him close this

Returned with Archiburn Burton formerly President Superior Court
 the 23^d of October 1848 and ordered to be one term for executions
 And on Monday the 6 of April 1849 no executions
 being taken or filed there, the same was confirmed by
 the Court and ordered to be recorded

Teste
 July Recorded *Wm. Buntell*
 Teste

The Estate of Amos Tomlinson in Account with Wm. Buntell his executor

1842	November 2 ^d	To Cash paid Wm. Callahan for buying perishable Estate 2 days - of Wm. Hurst	10. 00
		Do Wm. Hurst for clerk 3 days	15. 00
December 26 th	To Wm. Hurst	Cyrus Lippings ap	1. 37
1843 April 7 th	"	" " Hall & Japer	5. 46
	"	" " 1 Amos Tomlinson note	1. 00
October 9 th	"	" " J. A. M. Veland	3. 45
	"	" " Wm. Hurst	2. 00
December 30 th	"	" " George of Calpepper for hire wagon	20. 00
1844	To Balance		<u>\$1426. 66</u>
January 25 th	To Cash paid Wm. Buntell for his ap		6. 67
	To Wm. Callahan for buying corn		2. 00
Feb 2 nd	"	" " J. A. M. Veland	2. 50
12 th	"	" " E. I. Carter	1. 37
	"	" " 1 Amos Tomlinson note	1. 00
March 18 th	"	" " John Channing	10. 00
April 15 th	"	" " E. I. Carter	10. 00
May 17 th	"	" " Addison Hall	10. 00
Nov. 15 th	"	" " J. M. Mitchell & Co	3. 64
	"	" " Lancaster letter note	4. 82

March	18	"	"	John Channing	10.00
April	18	"	"	B. H. Carter	10.00
May	17	"	"	Adams Name	10.00
Nov.	18	"	"	J. de Mitchell & Co	3 64
"	"	"	"	Newcastle letter note	4 82
"	"	"	"	North do - -	6 84
To Balance					13.68 20
1845					13.68 20
Octbr	To Cash paid North letter note				8 96
"	"	"	"	J. de (reunder)	2 50
"	"	"	"	Staff of North	1 50
To Balance					13.53 24 52 09
					13.68 20 52 09

698

1843

August

By amount of sales of perishable Estate of
deceased payable this day -

\$1,484 94

1844

January

By Balance of Contra

\$1,426 66

1845

January

By Balance of Contra

\$1,426 66

13.68 20

1845 January 1

By Balance Forward

By interest on same from 1st January 1844

\$1,426.66

1,368.20

\$58.46

\$1,368.20 of \$2.46

1847

January 1

To cash paid Sal & Ball in right of his wife
on account his distributable portion of Estate

30 00

13 To Ditto " Eustace Henry in right of his wife on
Account do do

30 00

" To Ditto " Same as Son of Henry to Tonten on account
of her a/c

20 00

" To do " retained by M C Eustace on account
his a/c do do

30 00

April 26

To do " paid for Sal & Ball on account of wife

20 00

June 8

To do " Eustace Henry on a/c do do

20 00

" To do " Same as Son of Henry to Tonten - her do

20 00

" To do " retained by M C Eustace on account
his do in right of his wife

20 00

To cash paid advanced to do father towards
raising him on a/c do

125 00

To Balance

1030 24 246 71

\$1,368.24 24 71

699

1848

January

1 "To this Amount in principal due the owner
this day upon a settlement of his account
on Kington Estate as for amount accompanying
this statement

\$1050. 41

By this Amount due from same in interest
To Cash paid to the Hall Court for
for settling this Account
To Balance in interest due Estate

217 07

6 00

89. 45

1845 Jan

1 "To Balance of Estate in principal due owner
To Balance or difference between debit & credit

\$1086. 41 \$306. 52

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33. 25

\$89 45

1846

for

Jan. 1 By Balance brought forward
1847 Jan 1 "By Interest on same from 1st January 1845
being two years

\$1353 24 \$82. 09

162 62

1848

January

1 To Balance of Estate
By Interest on balance of \$1080 24 from 1st January
1847 1 year
By Balance in principal of Estate due owner

\$1353 24 \$244 71

10 30 24 244 71

61. 81

56 17

1848

January

By Balance of Estate due Estate in inter

\$1086 41 306 52

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1848

January

\$89.45

\$33.28

By final Balance in interest due
Estate of J. Carter

780

Pursuant to an order of the Circuit Superior Court of Mich.
County, dated October 23rd 1843. I have audited, stated and settled
the foregoing Account of Wm. Custer's administration on the
Estate of Am. (Fowler) dec'd and find the same supported
by legal and proper vouchers. - The administrator having kept
an account of his transactions with "Clifford" Estate separate
from his administration account I have first settled the
former and brought the balance to this account as will be seen
by the said Account herewith repeated. It will be seen that
no commissions in either account had been entered as
the case as the former on a charge for his services
and so directs me to make up the accounts. I find
a final balance of thirty three dollars and twenty
eight cents in interest due from the said estate
to the said estate Given under my hand this 20th day
of May 1843

Ladson Hall

1 Pursuant to an Order of the Circuit Superior Court of Arch
County, dated October 23rd 1848, I have audited, stated and settled
the foregoing Account of Wm C Gustav's administration on the
Estate of Am Tomlin dec and find the same supported
by legal and proper vouchers. - The administrator having kept
an account of his transactions with "Clifton" Estate separate
from his administration account. I have first settled the
former and brought the balance to this account as will be seen
by the said Account herewith repeated. It will be seen that
no committment in either account had been entered as
the same as the Order made in charge for his services,
and so directs me to make up the account and find
a final balance of thirty three dollars and twenty
eight cents in interest due from the said admin
to the said estate Given under my hand this 20th day
of May 1848

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