1795-021
Isle of Wight County

Chancery Causes: Thomas Smith, admr of Arthur Smith vs James Harriss, extor of Mary Smelly

other SURNAMES: Casey, Smellie, Baldwin, Parker [Smith v Parker]

Dormant
Papers

N. Co. —

26-18-6
12-6
39 4 6

37/12

37
37/12
444
22-4
11-8
33-12
37-19
71-11

19
19/12
228
11-8

22-4
1-12
22-16

Smith
v.
Harris exor
&c. of Smelley
} Papers

Mar. '94. Bill in
Ch.y filed &c. & Inj.o
granted &c.

April. Ans.r & rule
for dissol. nisi &c.

November 1795
Ans.d rec.d & Dem.r for Defts.
for £16.2.11 K. Cts.
Defts. have leave to withdraw
the Reliefs Qu.d at Common Law
enjoined —

November Judgment
1795
No. 1.

To the Justices of Isle of Wight County in Chancery sitting

Thomas Smith, in his own right, and as administrator of the goods chattels rights and credits of Arthur Smith decd, humbly complaining, sheweth — That on the 30th day of December in the year of Christ 1782, the sd. Arthur Smith, who has since died, and the Complainant, as his security, entered into a bond unto Mary Smelley, who has also since died, in the sum of £300 of lawful money of Virginia, conditioned for the payment by the sd. Arthur, before the 26th day of April then ensuing, of several debts due from John Smelley decd, agreeably to a list thereof furnished by the sd. Mary to the sd. arthur at the time of entering into the sd. bond — That the true object of the condition of that bond was evidently to provide for and secure the payment of those debts, and the insertion of the time within which a payment thereof was required, was merely intended to bring about that end as early as possible, and could not have been inserted to destroy the principal intention of the parties, unless that particular stipulation as to the period of paying, was strictly and literally complyed with — That in the said list of debts the sums were fixed by conjecture and the intention of the parties was that those debts should be paid off by the sd. Arthur with legal interest, according to their amount — That altho the obligors actually paid only a few of those debts within the time limited for that purpose, yet very early after the execution of the said bond, and within the period prescribed, they bound themselves by their assumptions to the greater part of the Creditors in those cases to pay them their respective demands, — which has been since done to the amount £359.8.9 ℔ — or thereabouts, calculating interest on the debts paid only to the 26th day of april in the year of Christ 1783 — That the sd. Arthur, in his lifetime, pursuant to the direction of the said Mary, paid the further sum of £4.15.2 ℔ to a certain Wilhaim Casey — That the consideration, which induced the sd. Arthur to undertake the payment of the afore-mentioned list of debts, was a parcel of land, which he had purchased of the sd. Mary, and for which he was to pay (as the Complainant has been informed and believes) after the rate of 66/. for an acre in discharging the aforesaid debts — That at the time of buying that land the said Arthur supposed the contents thereof to be acres, and this Complainant has always

understood and believes that the s.d Mary sold it to the s.d Arthur for that quantity, — but from a late and more accurate survey of the s.d land it appears that the contents thereof are only acres, and consequently a deficiency of 11 ¾ acres, which at 66/. for each acre, ~~and~~ with legal interest thereon from the day of to the 26th day of April in the year of Christ 1783, will make the sum of £ which it seems to the Complainants ought also to be set-off against the said bond — That notwithstanding the facts and circumstances above stated the s.d Mary Smelly, in her lifetime, commenced a suit upon the s.d bond against the said Thomas Smith Complainant in the Court of common of the County of Isle of Wight, and in the month of in the year of Christ 17 (from the inattention of his Attorney at Law) obtained a judgment against him for the full amount of the s.d bond, to wit, £800, dischargeable by the payment of £400, with legal interest thereon from the 26th day of April in the year of Christ 1783, and the costs of the s.d suit — That an execution was sued out upon that judgment, but afterwards countermanded, and the Complt did then suppose, as his defence against the payment of that bond was founded on principles plain, legal, & equitable, that all matters growing out of that bond and in dispute would have been settled without the adoption of any farther judiciary measures, — but the s.d Mary having soon after died, and appointed a certain James Harris executor of her last will and testament, and he, having taken upon himself the execution thereof, has since sued out a writ of scieri facias upon the afore-mentioned judgment, and in the month of November last obtained a second judgment against the said Thomas Smith Com- plt awarding execution agreeably to the object of the s.d sci. fa. & without the allowance of any set-offs against the same — That no opposition was made by the Complt to the obtention of the last judgment by the s.d Harris, — because a part of the facts and circumstances upon which the Complt would have placed his defence existed anterior to the date of the first judgment, and of course could not consistently with the rigid rules of the common Law be opposed to the rendering of the second, — and because a part of the foundation on which the Complt rests his objection to the payment of the s.d bond is formed of materials that could not be used at common Law, but which the Complt trusts will be respected by this Court — That upon the last judgment an execution has been sued out for the full amount of the same against the Complt's body, to relieve which he has been compelled to give up to the officer, who served that procss, 15 slaves — And finally, — That altho' the Complt has hitherto often and urgently desired to be redressed respecting the premises by a fair & equitable settlement of the matters therein stated, — Yet has he been constantly disappointed in that behalf by the said Mary in her lifetime, and by the said James Harris since her death — In tender consideration whereof, and for as much as the Complt is only and properly relievable in the premises in a Court of Chancery — and to the end that the said James Harris executor of the last will and testament of the s.d Mary Smelly dec.d may, upon oath, true and perfect answer make to all and each of the allegations, matters, and circumstances herein set forth as fully and particularly as if they were here again repeated and interro- gated — That the amounts of the afore-mentioned several sums of may be set-off against the judgment by him obtained against the said Thomas Smith, and the s.d judgment be perpetually en- joined as to that amount — And that the Complt may have such other and farther relief in the premises as may be proper and to this Court may seem right & agreeable to the rules of Chancery — May it please your Worships to grant unto the Complt not only a writ of injunction to be directed to the said James Harris executor of the last will and testament of the s.d Mary Smelly dec.d to restrain him from proceeding at Law upon the judgment by him obtained as aforesaid against the Complt, Thomas Smith, or con- cerning any of the matters in question, but also a writ of subpœna to be directed to the s.d James Harris executor of the last will and testament of the s.d Mary Smelly, dec.d, commanding him at a certain day and under a certain penalty, to be and appear before this Court, then and there to answer fully and perfectly this bill of Complaint

and to stand to, and perform such further order and decree as by this Court may be made respecting the premises —

Mentt M. Robinson
for the Complt.

Isle of Wight County, to wit,

March 4. 1794 — This day Thomas Smith duly made oath before me John Sch Wills — — a Justice of the peace for the County aforesaid, — That the allegations and circumstances set forth in the foregoing bill are true, so far as the same are stated to be founded on his own knowledge, — & that he believes the same to be true on the information of others, he believes them to be true.

John Sch Wills

Smith Gnd. &c. Smelly's Exor } Injunct.
March 1794
Bill filed & Sps. grants on giv. Bond & Bs filed
April 1794
Answr filed & Rule for Dedimus at Court —
May 1794.
Cont. & Rule for tryal on the 1st day of June Court next
June 1794
Decree &c minutes —
May 1795.
Refused &c

Smith
v.
Harris exor &c
Bill

The answer of James Harris executor of the Last Will and Testament of Mary Smith deceased to the Bill of Complaint of Thomas Smith an Infant, and as administrator of Arthur Smith deceased, exhibited against him in the Honourable Court of Exchequer.

This Respondent saving and reserving to himself all manner of exception to the many uncertainties, insufficiencies and untruths in the said Complainants Bill contained, for answer thereto, or to so much thereof as this Defendant is advised is material for him to make answer unto, he answereth & saith, That true it is that Mary Smith is deceased, and that he is executor of the Last Will and Testament, he also knows that he did formerly commence Suit at Law against the Complainant Thomas Smith to recover a Judgment, which Mary Smith had in the Exchequer obtained against him in the Court, that the said Judgment was reversed, and that executors thereof was ordered in the manner as stated in the Complainants Bill

This Respondent finds from an Deed made by the Testator Mary Smith to the Complainants mentioned, which is of Record in this Court bearing date the 10th of January 1703 that Mary Smith did convey to the said Testator Arthur a Tract of Land for and in Consideration of the Sum of £611:17:3, and he this Respondent believes that the Bond of £400, on which the Judgment of Mary Smith was obtained against the Complainant the Executor of the said Arthur, dated the 30th of December 1702 was for a part of the said Consideration Money, but how, or in what manner the Defendant knows not, but supposes it was paid, as the Complainants do state in their Bill, or in what manner it was paid, or the said Complainant may make a Charge of both the Bond, that was then outstanding, or executed for, in part of the £611:17:3 and the said £400.

This Respondent finds also from the Conduct of the Parties deceased, as Arthur & Thomas Smith to Mary Smith as whose

the Consignment aforesaid was obtained, that he did undertake and agree to pay to Mary Jones, to whom John Smalley owed a debt, a certain sum of Money out of the Sum of £100. in discharge of the said Debt, but those Payments were expressly stipulated to be made between the 20th day of April then next following, and the 20th day of April 1783. Ten years and more have elapsed since the time aforesaid, since the Complainant has ever proceeded to the Defendant any Accounts, or shewn that he has paid the Sum aforesaid or any part thereof, contending in argument, but only states in his said Bill that he has an Account against the Estate of £359. 8. 9½ and £4: 14. 2d. without saying to whom, in part of payment of the former Sum or Debt, or producing any Acquittance from the said John Smalley or Creditor for the same, which in fact if they had been paid at the date aforesaid, would have been sufficient in this respect at Common Law, because they were not payable to the Debtor, and in his opinion his Executors could not be made accountable from the time aforesaid, and Mary Smalleys Executors or Administrators could sue on the Bond at their own proper Costs and Charges, and Recover a Judgment which would have been opposed (as this defendant knows) provided he could at that time have said ought against it. As to the Complainants having found himself to pay the debts of John Smalley this defendant knows nothing of. But this he knows, that his having entered into obligations of that nature did not by any means discharge the said John Smalleys estate, until the payments actually made, and the obligations of the said John Smalley given up to him, or John Jones Representatives

This defendant for answer further says, that he has been informed, that the said Complainant is in possession of a memorandum or list of debts signed with Mary Smalleys name, which the Complainant alledges to be the same memorandum referred to in the Condition of the said bond, this defendant has never seen such list or memorandum, but has been informed that the said Mary in her life time, on being told that the Complainant was in possession

[illegible] Jones [illegible] Mary [illegible] Jones [illegible] Mary [illegible] Jones [illegible] Mary [

[illegible] expert [illegible] called in the [illegible] aforesaid
[illegible] equitable & [illegible] [illegible], and [illegible]
[illegible] to [illegible] disinterested [illegible] the reasonable [illegible] in this
[illegible] [illegible]

[illegible]

[illegible] of the County aforesaid. This day James Harris the
[illegible] aforesaid [illegible] [illegible] James Wills
a [illegible] of the [illegible] for the County aforesaid that the [illegible]
going [illegible] is true to the [illegible] [illegible]
this [illegible] [illegible] and that he [illegible] [illegible]
from [illegible] in the [illegible] of [illegible] the [illegible] [illegible]
[illegible]. Given under my hand this [illegible] day of April 1794.

James Wills

Sworn to
by
James Harris } before me

The answer of James Harris executor of the last Will and Testament of Mary Smalley deceased to the bill of Complaint of Thomas Smith exhibited against him in the Court of the County of Isle of Wight.

This defendant saving and reserving to himself all manner of exceptions to the manifold uncertainties & insufficiencies in the said Complainants bill of Complaint contained, for answer unto so much thereof as this defendant is advised is material for him to make answer unto he answereth and saith. That he does not of his own knowledge know of any thing that is stated in the Complainants bill, only that of Mary Smalleys decease, and that he is the executor, and that he did sue out a Scire facias to renew a Judgment against the said Thomas Smith, and that the said Judgment was renewed on the Scire fac. and the execution as stated, sued out. Misrecitals.

This Respondent denies from a deed made by his Testatrix Mary Smalley to Arthur Smith, which is enrolled in this Worshipful Court bearing date the 18th January 1703. That Mary Smalley did convey to Arthur Smith a Tract of Land &c, and in Consideration of the Sum of £611. 17. 3. and he has reason to believe that the bond of £1000. on which the Judgment of Mary Smalley was obtained against Thomas Smith the Testatrix of the said Arthur was paid the 30th December 1703 a part of the said Consideration, but how, or in what manner the difference between the £611. 17. 3. & the £1000 was paid to the said Mary he knows not. but supposes it incumbent on the Complainant to shew to the Court how & in what manner it was paid. & prayed that as the said Complainant may make a change of lands or deeds that was thereof executed, to be again credited out of the £1000 bond.

This Respondent denies also from the Consideration of the deed of Arthur & Thomas Smith to Mary Smalley

All Available Text Successfully Captured

on which the said gift upon? was obtained. That the said Arthur had agreed to pay to Sundry persons to whom Jno Smalley decd was indebted agreeable to a list given the Sum of £400. but those payments was especially stipulated to be made before the 26th day of april then next ensuing, to wit the 26th day of april 1703. two years and more have elapsed since the time aforesaid, and the Complainant has never produced to this defendant any vouchers to shew that he has paid the Sum aforesaid, or any part thereof. but only Hath in his said bill, that he has made payments of the Sums of £ 359. 0. 0 & £ 4: 15. 2½ without saying to whom, or for what purpose the same was paid, or producing any discharges. again favour of the said Jno Smalleys estate. which infact. if they had been produced. also late assigned, to be insufficient this defendant Concerning, that as they were not paid by the time agreed on by the parties. That the said Complainant was by the Bond not tolerated to make those payments afterwards. and in this opinion he Conceives he is well warranted. from the Circumstance of many Smalleys having instituted Suits on the said bond about three years after the time aforesaid was elapsed, and recovering an Judgment, which would have been opposed by the said Complainant (if this defendant conceives). if the Condition of that time had ought accordingly. and the Pl. Complainant having bound himself to pay debts for John Smalleys estate, this defendant knows nothing of. but this he knows. That this having entered into obligations of that nature. did nobly any means discharge the said Jno Smalleys estate, until the payments were actually made. and the obligations of the said John Smalley. taken in and discharged. as given up to this Pl. Jno's Representatives this defendant further for answer saith, that he has been informed that the said Complainant is in possession of a memo: or list of debts. signed with Mary Smalley's name. which the Complainant alleges to be the same memorandum referred to in the Condition of said bond. this defendant has never seen the said list or memorandum but has been informed. that the said Mary in her life time, on being told that the Complainant was in possession of such memo: denied absolutely that she ever gave any such but only one similar to the one made

annexed, which this defendant Conceives from this circumstance, to wit. that in the one he has been told that the Compts is in possession of, Mrs is mentioned an open acct of Smith & Parker, which is of a date anterior to the date of the said bond. and if Mary Smalley intended the payment of a debt of that nature. the presumption is. that she would have obtained it at the time the said bond was given — This defendant knows nothing of the generality of Land sold, nor the prices by the acre but as aforesaid. that if there had been any such agreements as stated in the bill. they would have been some memorandum in writing, or some stipulation made when the bond was given, or when Judgment was obtained, or some demand made in the life time of his Testatrix, this defendant finds from the records. that his Testatrix did recover a Judgment as mentioned in the bill, but knows nothing of the Complainants defence but he is authorized to deny especially, and which he believes he can prove to the satisfaction of this Court. that on the execution on the said judgment upon, was soon recommended by the agent of his Testatrix, and the Complainants hearing of it, earnestly requested a fair settlement of this business, he positively denies. for the Compts. never requested anything of the kind from the defendant. and this defendants agent informed him. that he had frequently requested the Compt. to deliver him up the bonds and notes of Jno Smalleys that he had paid, off & taken in and received Credit him for the same on the judgment. and this he has ever refused.

This defendant has always been ready and is still ready to take up the bonds and Specialtys of the said Jno Smalley in discharge of the said Judgment in discharge of the apprehension that a Court of equity will not Compel him to Convey unless undertaken by paying the Compts upon Judgment and debts of superior equity unpaid

The Commonwealth of Virginia to John Easton & Tho. Preiss Gent. greeting know ye that we trusting to your fidelity & prudent discretion in deligently examining all Witnesses as well on the behalf of Thomas Smith Gent. Plaintiff — as on the behalf of James Harris Exr of Mary Smelly decd — command you or any two or more of you that at such certain days & places now & all adjourn'd you assemble your selves & the Witnesses afores. before you or any two or more of you. You call & cause to come and deligently examine on the holy Evangelists of Almighty God. and their examination into our County Court of Isle of Wight deligently and truely without delay you shall send fairly inclosed & returning also to us this Writ Witness Francis Young Clerk of our said Court at the Court House the 11th. day of August 1794 in the 19th. year of the Commonwealth

Franc. Young

Smith Gent.

v.

Smilly's Exors

Comm: to exam Wits

The Deposition of William Baldwin in a suit in Chancery depending in the Court of Isle of Wight County, between Thomas Smith, Compl^t, and James Harris exec^r &c. of Mary Smelly dec^d Deft —

The said William Baldwin, being first duly sworn, says — That he was present sometime in the year of Christ 1782 when a contract took place between Mary Smelly, and Arthur Smith respecting a tract of land lying within the County of Isle of Wight, & whereof she was then seized in fee-simple, — in which contract it was specially agreed between them, that the said Smelly should sell & convey the said land in fee simple to the said Arthur Smith, & that he should pay her therefor after the rate of three pounds & six shillings of Virginian money an acre — That after the formation of this contract this Deponent was called on by the contracting parties to ascertain by a survey the number of acres in that tract of land, & in obedience to their request did make a survey thereof: — whereupon the said Mary Smelly executed & delivered to the said Arthur a Deed conveying the said land, & from him did thereupon receive a Bond binding him to pay off certain demands against the estate of John Smelly, & satisfaction by other means for the balance of the money due for the purchase of that land after the rate of three pounds & six shillings of Virginian money an acre as ascertained by the afore-mentioned survey — — But this upon a subsequent survey of the same land made by this Deponent at the request of a certain William Stoakley, he plainly discovered that he had committed an error in his first survey by making the said land contain eleven acres & an half more than it really embraced, & consequently that the said Arthur Smith had by reason

of the error made by this Deponent in his first survey of that land paid the said Mary Smelly for eleven acres & ½ more than he ought agreeably to the aforesaid contract made between them — And this Deponent further says, that he has inspected the list of debts subscribed by the said Mary Smelly bearing date, - Decr. 30. 1782, - & hereto annexed, - & that the same was, as he well recollects, furnished & delivered by her to the Ld. Arthur Smith for the purposes by her ~~expressed in writing~~ the writing at the foot of the said list, & that this Deponent attested the same as a Witness as appears by his name thereto by his own hand signed — And of the matters in dispute between the parties in the said suit this Depon.t further knows not —

William Baldwin

Isle of Wight County, to wit.

The foregoing Deposition of Wm. Baldwin was taken before us Justices of the peace for the County aforesd. this second day of May in the year of Christ 1795 between the hours of 10 in the morning & sun-set, at the house of Richards Taylor Inn-keeper, in the Town of Smithfield & County aforesaid, in the presence & by consent of the parties in the suit aforementioned, — pursuant to a Commission to us directed for that purpose & hereto annexed — Given under our hands

John Easton J.P.

Thos Price J.P.

Depo. —

Deposition
of
Wm Baldwin

Isle of Wight County — May Term 1795.

Thomas Smith Gent. ——— Plt.

against — In Chancery

James Harris Exor. &c. of Mary Smithy dec'd. Deft.

By consent of the parties, by their Attorneys, all matters in differ-ence between them in this Cause are referred to the arbitrament final end, and determination of George Purdie and James Wills Gentlemen or their umpire by them to be Chosen, and their award to be made the Judgment of the Court herein, And the same is Ordered Accordingly

A Copy, Teste [illegible]

Pursuant to an order of Isle of Wight Co Court in May 1795. Thomas Smith against James Harris Executor of Mary Smithy We have examined and stated the accounts between the Partys, and find a balance of Sixteen pounds Two shillings & seven pence with Interest ~~thereon~~ included to this date, Due the Estate of Mary Smithy Given under our hands this 5th day of November 1795

Geo Purdie

James Wills

Smith

vs.

Smellys Exrs.

Obsy Order

Z.

Reference

Creek Land

Beginning at a Set
* South 31 De W. 41. } to a cedar tree
* S. 17. D. E 42 To a pine
* S. 20. D E 34 Down Valley to head of Cut
* S. 37 — E 42 to mouth of Gut
Off Set of 5 pole
* S. 1. D. E — — 25
* S 50 D. E. — — 14
* E. — — — — 12
* N. 81 D. E. — — 100
Offset 2 pole at End
of 22 pole from the End of
the angle. —
* No 40 D. E. 52.
* N 3 D. E 34.
an offset 8 pole whole length

Smith
v. } Papers
Smelly

* N. 33 West 24. —
N. 60 D W. 67.
Offset 6 pole
* S. 62 D. W. 16. por
* N 4 D. W. 18
N 73 D. W. 26
S 64 D. W. 8
W. — 37

Offset Pines

All Available Text Successfully Captured

This Indenture made this day of in the year of our Lord Christ one thousand seven and eighty three Between Arthur Smith of the upper parish of Nansemond County of the one Part and Mary Smiley of Parish of Newport and County of Isle of Wight of the other Part Witnesseth that the said Mary Smiley for and in consideration of the sum of Seven Hundred Fifty Pounds Gold or Silver money Hath granted Bargained Sold by these Presents doth grant Bargain Sell alien enfeoff and confirm to the said Arthur Smith & to his heirs and Assigns forever all those Messuage tract or parcells of Land situate lying & being in the aforesaid County of Isle of Wight the last lying on Jones's Creek called Lovely point & Bounded by the Sd Creek & by a Small Gut Separating the aforesaid Land from the lands of Richard Lyt Reynolds & by a line of trees drawn the Lands of Robert Read and the aforesaid Lands called Lovely Point Containing by an Actual Survey Acres be the same more or less The other Messuage tract or Parcel of Land part being Woodland is Bounded by the Lands

Containing by an Actual Survey Acres be the same more or less together with all Houses Orchards Gardens Waters Ways Mines & Minerals and all other the Profits and Advantages to the Sd to the Sd two Messuages of Lands belonging or in any wise appertaining together to the Sd Arthur Smith to his heirs and Assigns and also all the Estate right title Int. Prop: Claim and demand of the aforesaid Messuages of Land belonging or in any wise appertaining & thereto and the Reversion Reversions remainder Remainders Rents Issues & profits thereof To have & to hold The same to the said Arthur Smith his heirs & Assigns forever As the said Mary S. for herself her heirs Exors & admrs doth Covenant to and with the said Arthur Smith his heirs Assigns

Wm Bland
D. W. B. Maple in Windsor
Surveyor a line of Marked Trees
to a Stone Thence N.
oak log
S. 15 D. W. 28 to an Ash on Mouth
S. 14 D. W. 28 to a Stone in Ditch
S. 39 D. W. 44 to a large red oak
S. 48 D. W. 17 to a Gum Corner Ditch
S. 63 D. 2 to the Road & Comer Ditch
S. 45 D. 2 to the Road & Comer Ditch
Down the Road & Comer Ditch
Down the Road & Comer Ditch
Home to the Beginning

W. D. E. 20 from the head of Branch
S. 22 E. 22
S. 67 E. 17
N. 83 E. 26
N. 69 E. 24

1	188	9	4	4	2	0	0	0	0	0
	45½	40	4	0	0	0	0	0	0	0
	9	2	4	0	0	0	0	0	0	0
	75	2	4	0	0	0	0	0	0	0
	8	5	4	0	0	0	0	0	0	0
2	188	21	376	39	48	24	16	12	7	0
	18	9	188	19	24	12	8	6	3	0
	9	4	94	9	12	6	4	3	1	0
	4	2	47	4	6	3	2	1	0	0
	2	1	23	2	3	1	1	0	0	0
3	142	17	99	24	14	7	5	4	2	0
	14	1	9	2	1	0	0	0	0	0
	7	0	4	1	0	0	0	0	0	0
	3	0	2	0	0	0	0	0	0	0
	1	0	1	0	0	0	0	0	0	0
4	110	16	66	16	11	5	3	2	1	0
	11	1	6	1	1	0	0	0	0	0
	5	0	3	0	0	0	0	0	0	0
	2	0	1	0	0	0	0	0	0	0
	1	0	0	0	0	0	0	0	0	0
5	105	13	31	5	2	1	0	0	0	0
	10	1	3	0	0	0	0	0	0	0	
	5	0	1	0	0	0	0	0	0	0	
	2	0	0	0	0	0	0	0	0	0	
	1	0	0	0	0	0	0	0	0	0	
6	68	5	2	0	0	0	0	0	0	0	
	6	0	0	0	0	0	0	0	0	0	
	3	0	0	0	0	0	0	0	0	0	
	1	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
7	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
8	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	

1	188	9	4	4	2	0	0	0	0	0
	45½	40	4	0	0	0	0	0	0	0
	9	2	4	0	0	0	0	0	0	0
	75	2	4	0	0	0	0	0	0	0
	8	5	4	0	0	0	0	0	0	0
2	188	21	376	39	48	24	16	12	7	0
	18	9	188	19	24	12	8	6	3	0
	9	4	94	9	12	6	4	3	1	0
	4	2	47	4	6	3	2	1	0	0
	2	1	23	2	3	1	1	0	0	0
3	142	17	99	24	14	7	5	4	2	0
	14	1	9	2	1	0	0	0	0	0
	7	0	4	1	0	0	0	0	0	0
	3	0	2	0	0	0	0	0	0	0
	1	0	1	0	0	0	0	0	0	0
4	110	16	66	16	11	5	3	2	1	0
	11	1	6	1	1	0	0	0	0	0
	5	0	3	0	0	0	0	0	0	0
	2	0	1	0	0	0	0	0	0	0
	1	0	0	0	0	0	0	0	0	0
5	105	13	31	5	2	1	0	0	0	0
	10	1	3	0	0	0	0	0	0	0
	5	0	1	0	0	0	0	0	0	0
	2	0	0	0	0	0	0	0	0	0
	1	0	0	0	0	0	0	0	0	0
6	68	5	2	0	0	0	0	0	0	0
	6	0	0	0	0	0	0	0	0	0
	3	0	0	0	0	0	0	0	0	0
	1	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0

All Available Text Successfully Captured

Mem.ⁿ of Debts to be paid for
Wm Smalley Agreeable to Contract
Richard Gordan — — £182.17.
Smith & Parker — — 69.15.
Jesse Atkins Paid — — 24.12.3
Benⁿ Clay Calvert Stafford 32.14.8¼ 30.—
Thᵒ Parker — — — 50.0.—
Capᵗ Tyrer — — — 30.0.—
Charles Butler Paid — 39.7.6
412.12

The List of the Above debts are delivered to Arthur Smith to discharge in behalf of the Estate of John Smalley dec.d Agreeable to a bond of this date Given for that purpose — Dec 30-1782

Test Mary Smalley
Tho.s Baldwin

Allowed of by Both Parties
J. Smalley.
and Registered

160 | 20 8 29 | 130
160
4 8 2
4 8 0
0 0 2 0

Jos. Bl. & Wm Hall a Qr
Wm Adam
Jn.o B. E. — 43½ Bushels
Jn.o D. E. — 34 Bushels Indian
Jn.o B. E. — 15 Bushels Qrs
Jn.o B. E. — 26 Bushels Qrs
Jn.o B. E. — 14
12

Mary Lmilly agt. Thomas Smith Gent. In Debt &c Lab. for £800 - 0 - 0
but to be discharged by the payment of £400 - 0 - 0 with Interest &c from
the 26th day of April 1783 till paid — 189 Bs Goss Tob. & 137. or 150 Ds
Tob. & 1/6 Writ Tax ———

A Copy Fran: Young Cl.

1st March 1788. —

Rel. pd. by the Plts. agent

Same Harris Exr. of Mary Lmilly Decd. agt. Thomas Smith Gent.
In Debt on Sct. fac. Casa. for £800 - 0 - 0 But to be discharged by the
payment of £400 - 0 - 0 with Interest &c from the 26th day of April 1783
till paid — 189 Bs Tob. & 16 D. & 109 Bs Tob. & 15/. (Note 94 Bs of this Tob. is
at 1½ the Ball at 1½ D. Bs.

A Copy Fran: Young Cl.

1st Jany. 1794 not yet sat.d

Smelley
v. } Copy Exn:
Smith Gent.

Know all men by these presents that we Thomas Smith Franc. Young & James Young are held & firmly bound unto James Harris Executor &c of Mary Smelly dec'd in the just sum of eight hundred pounds Current Money of Virginia to the which payment well & truly to be made to the said James Harris his heirs or assigns we bind our selves our heirs Exrs. & admrs. Jointly & severally firmly by these present Sealed with our seals & dated this 21st. day of March 1794.

The Condition of this obligation is such that whereas the said James Harris Executor of the said Mary Smelly dec'd. hath obtained a Judgment against the said Thomas Smith in the County Court of Isle of Wight for eight hundred pounds but to be discharged by the payment of four hundred pounds with Interest & Costs. & the said Thomas Smith hath obtained an injunction to stay the execution untill the hearing the matter in equity upon a bill for that purpose filed. if therefore the said Thomas Smith shall satisfy & pay the said Judgment at Common Law & all Costs & damages that shall be awarded to the said James Harris in case the said Injunction shall be dissolved. then the above obligation to be void or else to remain in full for & Virtue

Signed Sealed & delivered
In presence of

James Wills

Tho. Smith Seal

Franc. Young Seal

James Young Seal

Smith Gent
to
Smellys Exor.
} Injunction Bond

To all whom it may concern

Know ye that I Josiah Parker
Surviving partner of Smith & Parker &
Authorize Thomas Smith to receive from
the Estate of John Smellie dec. what money
may be due from the estate of John Smelly
& Smith & Parker.

J. Parker
Surviving Partner

Smithfield July 16th 1795

Witness.
Reuben Woodley
John Parker