

1850-009

Chancery Causes:
Isle of Wight County

John Edwards + Thomas F. A.P. Cooper vs Joseph B. Whitehead, John
Dinner + ex + a Folder 1

[2 suits heard together]

Other SURNAMES: Hall
Daniel, Broadfield
Purdie, Joyner, Wills
Southall, Pinhorn, Uzzle
ATKINSON, Adams, Thomas
Whitney, Joiner, Bidgood,
Young, Dashiell, Pruden
[Thomas + Adams], Wail
Latimer, Tynes, Clark
Phillips, Norsworthy

John Edwards & J. F. P. Cooper

vs. J. In Chy.

John Dwyer & al.

August rules 1846. Bill
filed & sps. to answer by
counsel.

Sept. rules. Sps. set on all the
Defts. except Ins. Dwyer & wife
& Thomas & Adams. now sps. as:
them to Octo. rules. Ans. of the
Def. Dwyer & wife. ref.

Octo. rules. Ans. of Defts. Ins. Dwyer
& wife, L. Dwyer, Miles, Daniel & wife.
sps. set on Thomas & Adams.

Nov. 2nd Dec. 2nd of Deft. Whitaker & wife.
Bill taken for confessed as to all claims
Whitaker.

Decr. rules. Bill taken for confessed
as to Thomas & Adams.

Janv. rules set for hearing as to Dwyer.

Feb. rules 1847. Set for hearing as to
Ins. Dwyer & wife, L. Dwyer & Daniel.

March rules. Set for hearing as to L. Dwyer
& Daniel.

May rules set for hearing as to
Thomas & Adams - having filed their
ans. at Janv. rules by counsel
of P. F. Allen.

May term 1847 - done. See
Book - p. 187.

May. Term 1848. Leave to amend.
bill & cause sent to nels.

Aug. T. nels 1848. Am. bill
filed. - sp. ex.

Sept. 30. 1848. Defts. of
J. B. Whithead filed.

Oct. nels - Whithead am.
filed. & us. in case of & vs:
Two. Drim adv. of L. Drim

Same nels

[illegible]

upon well established principles of Law. recognized in the jurisprudence of every enlightened country - That the complainant (in s^d Bill, to wit. the Snivers) - having been advanced by the deceased in her lifetime to an amount equal to & if not greater than that left by her - had no claim against him or his estate - and that such would be the result, if the said Mrs. Lydia Sniver should be compelled to bring into "Hotch Potch" the sum, or property so advanced to her - your complainant believes to be true, and they therefore do ^{pray} that such may be the order of this Honorable Court -

Further more, and in explanation of the ground of relief aforesaid prayed - your Compt^s charge that the s^d Margaret Joyner dec. in her lifetime, sold a tract of land, perhaps to one George Hall, and of the purchase money let the said Geo Sniver who had intermarried as aforesaid with her daughter, Barbara, have at least the sum of three hundred dollars, which he applied in the purchase of a farm now in his s^d Sniver's use & enjoyment - and has been ever since - or in some other manner appropriated the same to his own individual benefit; without any repayment of the same to the s^d Margaret Joyner; for your complainant charge that the said fund of about \$130- by s^d Sniver to the intestate estate, and referred to in s^d Bill - but since p^d off to Sniver himself, had no connection with the said three hundred dollar transaction, but was independent thereof -

And as to the alleged advancement to Lydia Sniver one of the s^d Compt^s & distributees or s^d original vice - your Compt^s charge that these were the facts - That the one Solomon Sniver was the husband of the said Lydia, as thus entitled to receive and enjoy the interest which the s^d Lydia his wife had in the estate of her father one Thomas Joyner the husband of the s^d Lydia Joyner dec. - that for and in consideration of Interest which s^d Solomon Sniver then had, the said Margaret his mother in law, gave & conveyed unto him valuable real (or perhaps other) property, having of much greater value than the interest she the s^d Margaret Joyner obtained, designing as your complainant allege & charge the effect of s^d Value, to be advancement to her daughter the s^d Lydia - all of which facts are referred to in the answers of your Compt^s and of the s^d Joyner adm^r to the s^d Bill (of the Snivers) - which are prayed to be considered as parts, to all proper objects, of this Bill.

Your Compt^s further charge in regard to the s^d several Compt^s specified in s^d Bill & answers - that all an allowance being made for the errors in the Compt^s thereof, that the said Compt^s in receiving the fund belonging to the intestate estate a full

he knew at the time he received the s^d fund of the Thom. M. Dashed of the adm^r. Jos. Joyner - was such a collection with the s^d adm^r. and such an assistance afforded him the s^d Joyner to appropriate the funds of his intestate to the payment of an (antecedent) debt due him (s^d Daniel) by s^d Jos. Joyner unduly, as to make him the s^d Daniel liable before your complainant can be bound to pay - and your complainant further charge that in what to the two s^d Compt^s or claims of the said Geo Sniver, and (the one) of Geo. B. Southwell. They were p^d over by Joyner adm^r. soon after his qualifications, to Jos. B. Whitehead, or allowed to the said Whitehead in a settlement of individual accounts between them, and this your Compt^s charge was such an appropriation by Joyner of his intestate funds & assets, with the knowledge aid, assistance of the s^d Whitehead as to subject him the s^d Whitehead to repay the full amount to the s^d distributees to the relief of your complainant. unless indeed, in regard to the claim of Geo. B. Southwell, he may be relieved, by the circumstances which are as follows; In the lifetime of the deceased, the s^d Margaret Joyner - she is the widow of Thos. Joyner dec. who had a life interest, the widow on a negro man then hired out to Thos. M. Dashed - that the s^d negro, becoming unruly & unmanageable, was (by consent of parties and) decree of County Court of Isle of Wight, sold by Jos. B. Whitehead the commissioner appointed for such purpose - and the said decree with the assent of parties, allowed the widow the s^d Margaret Joyner, the sum of one hundred dollars, in fee, in lieu of her life interest in the whole (or proceeds) of sale - that before the distribution of said proceeds (which had been loaned to the s^d Southwell) - the said Margaret Joyner the widow died - so that independent of the claims of the said three distributees, to the other portion of the proceeds of sale - as distributees of their father (the s^d Thos. Joyner dec.) - they became entitled, as distributees of their mother (the s^d Margaret Joyner) - to the other portion to wit. the \$100. and being so entitled to the \$100. before the qualifications of s^d Josiah Joyner as aforesaid - two of the s^d distributees, to wit John Sniver & Lydia Sniver (the Compt^s in s^d original Bill) - by an order dated 27. Nov. 1843. authorized the s^d Jos. B. Whitehead to pay to Josiah Joyner the said \$100. due to s^d Margaret Joyner their mother - & due from s^d Geo. B. Southwell - as may appear by the said order signed by each of the s^d Snivers, marked, X, and annexed to s^d Jos. Joyner answer - which is also prayed to be considered as a part of this Bill - upon those facts it is submitted to the Court whether s^d Jos. Joyner & Geo. B. Southwell with the said Jos. B. Whitehead in respect to this claim - as the adm^r. of the s^d Joyner - or as his own property obtained by the order of the s^d distributees who with the s^d Joyner were entitled to do with it, as they choose - at all events your Compt^s charge they (the Snivers) cannot, in justice, be made to

pay to the T^l Jno. & Lydia Snier, the very money which, so far as their said
order could effect it - had loaned to their brother in law, the said
Jno. Snyder, before he ever qualified on the estate of the deceased - and
of course - your nation further charge, as true, that the said bond of Marcus Benson
was used by the S^r Joseph Snyder adv^{ce} in buying "hams" bacon &c. of one Joseph E. Benson
who was aware that the bond being on its face due to Capt. Snyder - was not the
property of S^r Snyder insincerely - the (one) bond of Merit Whitney was discounted,
or advanced by S^r Snyder in settlement of mutual individual accounts between
them - that the bond of Thos. M. Pinhorn & Mary W. Gyle was p^d by S^r Snyder
to Arch^d Atkinson atty, for services rendered by S^r Atkinson to Snyder and
and then comp^{er} and further charge that Jno. E. Adams and James Thomas
usually also adv^{ce} of Jno. Snyder a large bond belonging to the S^r J. E. B. Wells, in payment of
in all of which transactions, your nation charge that the T^l Whitehead, Miles
Samuel, Joseph E. Benson & Arch^d Atkinson & Merit Whitney -

knew, or ought to have known that the several funds received by them
of Jno. Snyder in payment of claims which they severally had of Snyder (Jno.)
were not the funds of Jno. Snyder - but the effects of his intestate charge.
Snyder &c.; and that such use of them was a fraud appropriation by Snyder
all of whom, that is to say, the S^r Jno. A. Whitehead, Miles Samuel, Joseph
E. Benson - Arch^d Atkinson - & Merit Whitney -

as well as the T^l John Snier & Barbara his wife, Lydia Snier and
John E. Adams & James Thomas -

may be parties defendant hereto, and each of them be compelled to answer
on their several oaths, clearly, fully, without evasion, to all each of the
facts of the several transactions in which each of them may have been by this
bill, connected - and more particularly the said Whitehead will say in the settlement
with said Snyder adv^{ce} of S^r deceased, - in regard to the S^r bond due Capt. Snyder &c. of
Broadfield & Purdie, and the claim of Southall - at what time said settlement took
place - what claims he gave Snyder in satisfaction of S^r debts owing by Purdie & Broadfield
& Southall - if he did not know that these last mentioned claims were ~~not~~
the funds of Maryant Snyder or if he ever p^d a cent of cash to Snyder or if he
has much. If he did not at that time that Snyder was hard pressed for money
in very straitened circumstances? If a part of the consideration for the debts of Purdie
& Broadfield & Southall - he did not get a portion of ^{the} security, he as one of the co security
ties of Snyder with Rev^d Bedford Knox of York, Pa. - had p^d for Snyder -
and how he stood in regard to the S^r debts of Purdie & Broadfield & Southall? What he

what

= he s^r Whitehead has done with them - what individual benefits he has derived from them the s^r Debt - ? If used in other capacity; if he has not been credited with the value of them in accounts rendered by him in such capacity - and that he will further explain the settlement of these matters with Jos. Fryner - contained in his own hand writing, filed with Jos. Fryner adv. answer marked "Y" and prayed to be considered a part of this bill - And that each of the said other defendants to wit: Archd. Athinson - Joseph E. Brainer - Mills Daniel - will consider similar questions & interrogatories so far as applicable to the transactions hereinabove referred to, between them individually & s^r Jos. Fryner - And that the 7th defendant John Briner will also answer particularly the following interrogatories: If he did not receive three hundred dollars (more or less) from Mrs. Mayt Fryner in her lifetime - a part of the purchase money of a tract of land sold by s^r Mayt Fryner - which he used for his own benefit & advantage? If he did not apply that ^{sum} in purchase of a ~~tract~~ tract of land which he (s^r Briner) now & has ever since, held & enjoyed - what is the value of s^r land? what ^{he} gave for it? how much of the money which was paid for it - was in any manner obtained from Mrs. Mayt Fryner? state what property of any kind & all kinds whatsoever he ever received from Mrs. Mayt Fryner - And if the debt for \$130. referred to in his bill as due to Mrs. Mayt Fryner's estate is not the very same for which he gave his receipt ~~for~~ to Fryner Jos. adv. referred to in s^r Fryner's answer marked therein "Z", bearing date March 5th 1844 (and amt. of s^r receipt stating that he s^r Briner had rec^d. of Jos. Fryner adv. of Mayt Fryner one note for him s^r Briner of the value of \$139.83^{cts}) - If he did not give an order bearing date 27. Nov^r 1843 (signed by himself & Lydia Briner) - to Jos. B. Whitehead to pay over to Josiah Fryner the sum of one hundred dollars & Int. ~~on~~ upon a bond ^{or note} due by Jos. B. Whitehead to Mrs. Mayt Fryner" referred to in the s^r Answers of Fryner adv. marked X. And as that order was given before the qualification of Jos. Fryner as adm^r of Mrs. Mayt Fryner - did not he & Lydia Briner design to loan that sum to Fryner (Jos) on his individual account: And the said Lydia will answer similar interrogatories propounded, in regard to the advancement made to Delphin Briner her late husband - in this bill referred to - what was the value of the interest which her husband Delphin Briner had in her father's estate and exchanged for the property & real estate

given to the 1st Orner by the 1st Mary-Joyner? and what
was the Value of the said property & Land thus received
by the 1st Dolphin Orner? to whom does it - the ^{3^d} Land now
belong - &c.

and your orators, pray, in as much as they are remedied here in
a court of Equity - that the property advanced to the said John
Orner & Dolphin or by said Orner - may be brought, if necessary
to protect them as the securities of Mr. Joyner as aforesaid -
into "Hotch Potch" & considered in the distribution of the 1st.
Deceased estate to them entitled - that the other defendants
who have succeeded unto Mr. Joyner in the improper use
of his intestate effects - may be decreed to repay the same
and grant all other & necessary relief adapted the various
aspects & phases of this case - which may meet & may -
& your orators pray that the Court's order be as follows &c.

John Mitchell & Co.

Edward Edwards
vs. $\frac{1}{2}$ Crop Bill
and

Inverness

August 3rd 1846 filed
by consent.

John Edwards and
J. P. Cooper

vs. $\frac{1}{2}$ Crop Bill &c

John Dwyer and others

August 3rd 1846 filed by
consent & spec. in. to aut.

Sept. 7th spec. in. on all
the Deforecpts. Geo. Davis & Co
& Thomas Adams. and spec. in.
them. to Octo 4th aut. of Def. P. & Co

Octo: 5th 1846 aut. of def.
J. & Co. Davis, L. Davis and
Miss Dancer filed by
spec. in. on Thomas Adams & J. Dwyer & Co

Nov. 2nd aut. of Def. Whitehead
filed by Bice cons. as to Altham
& Co. & Whiteley. Do not bill
cons. as to Thomas Adams

Jan. Rules 1847 aut. of
Thomas Adams filed

by consent. del. for hearing as
to Davis & Co. & Davis & Dancer

March rules, del. for hearing as to
Whitehead.

Re. statements of the cases
filed in. &c.

Octo. 1st 1847 dismissed.

To the Hon: the judge of the circuit Sup: Court of Law & Eq for the
County of Sale of Wight:

Humbly complaining, shew unto the Court your complainants
John Edwards and Thomas F. P. Cooper, that sometime in the year 1846 your
complainants exhibited their Cross Bills in this Court against Int: ^{Bartholomew his wife} Driver & Lydia Driver —
(who before that time had instituted suit in this Court against their complainants as the executors
of one Mich: Joyner, as the adm^r of one Martha Joyner dec^d. and the said Admin^r for an ac-
count of his transaction and a settlement of his intestate's estate among others entitled) —
and Int: E. Adams & James Thomas, Arch^d? Atkinson, Thos: Whitney, Joseph Pruden
and Joseph B. Whitehead, and Miles Daniel who were made defendants in said Cross Bill
with the purpose of eliciting the facts & special circumstances of certain transactions ^{deceased} of
dealing with one Mich: Joyner as the adm^r of the said ^{deceased} Joyner, on the part of each
of said defendants, in regard to the funds and property of said deceased Joyner dec^d.
which were in part secured by the same in their several records which were filed since the
said Bill &c. Now by way of amendment to their original or Cross Bill, leave having
been given by the Court for this purpose in this cause; your complainants pray that the
said Mich: Joyner in his own right, and as adm^r of s^d Mary out- Joyner dec^d. may be
permitted to defend unto the said Cross Bill and this suit; and be compelled on his corporate oath
to answer the facts and interrogatories and charges therein stated & made. that he will more
particularly state the time of his several dealing with the said defendants, Thomas & Adams,
Pruden, Whitney, Whitehead, Atkinson, Daniel & said Int: Lydia Driver, as is specially
charged in said Cross Bill; as well as the character of the claims severally posed to each
of said defendants: and also the time of his the said Joyner's qualification on the estate
of s^d Mary out- Joyner and the period of her death.

And that each of said defendants, that is to say, the said Thomas & Adams, Atkinson, Daniel,
Whitney, Pruden, ^{& Whitehead}, be compelled to answer this said amended Bill, and state clearly & distinctly the
date, or period, of their several dealing with the said Joyner; or the date or time, of the paying,
or passing over by s^d Joyner to each of them respectively, the bonds or received by them in
payment of debts which they had against Joyner; and what was the character of each
of said bonds, to whom payable or their face & their date &c. and your complainants
pray that this Honorable Court will grant the several heretofore prayed for & all other
relief which may be meet & fit in the premises - & and the Court doth so.

Edw: Edwards

Cooper & Co. and

W. J. And Nels

Locher, Brinn & Co.

Aug. 1. July 1878 am?

Bill filed.

to the Judge of the Circuit Superior
Court of Law & Chy. for the District
County & the defendant answers of
Joseph E. Pinner to the bill of complaint
against him & others in the same Court
exhibited by John Rawson & Thos. F. P. Cox.
This defendant says &c. for answer
says that sometime in the spring of
1845, Joseph Pinner mentioned in the
complaint, he was a merchant
in or near to Smithfield, and your
exponent having bacon to sell, brought
the same to the Smithfield market,
he called at Pinner's store & offered his
bacon to him and Pinner agreed to
buy the bacon at the price named
if your exponent would take prom-
issory or a good note for it. to which
this defendant replied, he would
take any good responsible note
by which he could get the money
for his bacon. The bacon was sold
thereafter & when Pinner came to pay
he told this exponent that he
would give him a bill of exchange
drawn on - to which no objection was
raised, Pinner endorsed it to him.
This defendant can give the reason
why he did not know to whom

the note was payable nor does he now
know that it was payable to his town
or to Mr. Loane or owner: if the
estate of Peggy Loane and heirs
that it was a portion of stock, told
he he really does not know. All
that he knows is what is before
mentioned and that he gave the
note to Benson who paid a part
of the money, & gave an other note
for the balance. This deft. has sought
to get the old note but Mr Benson
says he destroyed it when he took
it up. This deft. when he recd. the
note from Loane it was for
about \$32.75 & in ten or 12
months or some days, really
supposed it had been given to Loane
incidentally for some debt due
to Loane or one of his sales of goods.
He ~~did not~~ ^{know} that Loane was insolvent.
This deft. denies all fraud or inten-
tion to injure the complainant in
any way whatever, and says it
that there is no responsibility on him
or account of the transaction
mentioned in the Bill and he asks
that he shall be dismissed, with his

costs in this behalf expended
rightly. (signed,

Jon: E. Pruden

A. Atkinson

atto. for deft

Shelby Wigt County Geo. This day
came before the subscribers a portion
of the paper for said County.
I wrote & passed a warrant both
that the foregoing answer is true
so far as he knows or believes -
since under oath and I seal this
12th of September 1866

Recd. - Reynolds J. D.

En. E. pruned

and. 2/2/1846

Rowland Hooper

Sept. 1846. filed

Attest
p. 2

[illegible]

the delinquent ~~and~~ ^{the} ~~delinquent~~ ^{delinquent} ~~that~~
* ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~right~~ ^{right} ~~to~~ ^{to} ~~of~~ ^{of} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
pay over the said paper ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
* following ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
at the same time with the said ~~delinquent~~ ^{delinquent}
Jogin who ~~has~~ ^{has} ~~not~~ ^{not} ~~been~~ ^{been} ~~discharged~~ ^{discharged}
and ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
Jogin and ~~the~~ ^{the} ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
not know that ~~delinquent~~ ^{delinquent} ~~has~~ ^{has} ~~not~~ ^{not} ~~been~~ ^{been} ~~discharged~~ ^{discharged}
accounted for and settled the
estate. ~~He~~ ^{He} ~~is~~ ^{is} ~~not~~ ^{not} ~~know~~ ^{know} ~~that~~ ^{that} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
the ~~delinquent~~ ^{delinquent} ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
Peggy Jogin, ~~and~~ ^{and} ~~that~~ ^{that} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
is out ~~and~~ ^{and} ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
and ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
last idea that ~~delinquent~~ ^{delinquent} ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
committing a fraud upon the
estate and the ~~delinquent~~ ^{delinquent} ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
Jogin ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
of Peggy Jogin ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
complaint over ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
about the ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
it is ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
long to have paid the debt, ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
the estate settle the debt or not the
long after the said ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
due to him, that he ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
that ~~delinquent~~ ^{delinquent} ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent} ~~and~~ ^{and} ~~the~~ ^{the} ~~delinquent~~ ^{delinquent}
separation.

[Faint, mostly illegible handwriting on the right page, possibly bleed-through from the reverse side.]

Attention
for Harmon
John Edwards
Others -

Apr 5th 1847

Day p. 2
~~Attention~~

W. H. J. of the Circuit Superior
Court of Law and Equity for the County
of St. Louis. The respondent answered
of merit relating to the whole of
complaint in the said Court exhibit
ing against him and others by
John Racine and H. S. J. P. P.
Complainant. This respondent for answer
says, namely, that in the lifetime
of the respondent Louis late of the
County of St. Louis of Miss. the respondent
became indebted to him for the
purchase of a vehicle in cash
called a "gig" for which he had
given to him his obligation for the sum
of \$39 on 9th day 1853. That the
said debt against Louis was paid by
the life of said Louis. Louis was
his answer: or appears by the title
of the complainant, and in that
character, the said Louis became
entitled to the said obligation from
the amount due upon this respondent
for a settlement, and as Louis Louis
was indebted to him respondent,
they settled, Louis took in his
own paper, and this respondent
paid him the debt he owed to
him Louis in his lifetime. This
respondent supposed he had the
right to pay the debt to the personal
representation, was guilty of no
fraud or collusion, Had not the

last year that he had been in debt &
to pay any money in the matter &
he can't on his own responsibility
be imputed to him. Suppose he had
paid in value to the estate &
the amt. he paid this loan in
his lifetime, & then loaned it
back to him back the same
money. He it also not have
refused it now would the complain-
ant have acted differently if he
thinks. He did not know or suppose
Mr. Winch was then insolvent
he did not catch the loan action
with him since such an idea
as had he the least idea that
a fraud was to be practiced upon
the creditors or sureties. He had
no knowledge that Winch was
insolvent to the extent of his estate,
but simply paid him the money
in the hands of Dr. Winch was
some of the agent Winch to pay
and he would properly account
for it. but whether he has or not
does not & can't affect him. The
debt is all paid & collected in &
may that he be dismissed with
his costs & expenses &
A. Atkinson
p. 3

Shelbysburg County, Va: This day, came
before the subscribers a justice for the said
County, Albert L. H. H. H., who made
oath that the above is
true so far as he knows or
believes - Prisoners remain
here this 17th day of September 1860.

Edw. C. Jordan 

^x
Whitney
and Hanson
Rowan & Co.

Apr 5th 1849


Alkerman
to wife.

^{and} The Answer of Lydia Driver to the cross bill of Complaints
filed by Edwards et al against her in the Circuit
Superior Court of Law & Chancery for the County of Isle
of Wight - - - -

This Defendant saving & reserving now & at all times to her-
self all & all manner of exceptions to the many errors & im-
perfection of the said cross bill of Complaints for answer.
Thereunto, or to so much thereof as he is advised it is mate-
rial for her to make answer to, answers & says she can
not answer definitely & specifically the charges & interrogatories
in the said cross bill contained from her entire ignorance
of the transaction referred to - The complainants in their cross
bill charge that her deceased husband the late Dolphin
Driver exchanged certain property & interests to which in right
of his wife your respondent the said Dolphin was entitled from
your respondents father one Thomas Soyner the husband of
Margaret Soyner dec'd ^{with} & ~~the~~ the said Margaret Soyner for
real estate & other property, & the complainants further charge
that the property given by the said Margaret to the said
Dolphin largely exceeded that which the said Margaret re-
ceived in exchange from the said Dolphin & the said
Compl'ts charge as to such excess it was an advancement to your res-
pondent by your respondents Mother the said intestate Marga-
ret Soyner dec'd - & seek to diminish such distributable portion
as your respondent may be entitled to from the estate of the
said Margaret Soyner your respondents Mother as afore-
said by bringing the said excess into Hotch Potch - -
Your respondent admits that she recollects to have heard in
deceased husband's lifetime that he did make an exchange
of property with her ~~deceased~~ Mother the said Margaret
since deceased - believes there was such an exchange, but
in reference to the relative value of the property exchanged
or the terms of the exchange she has no definite informa-
tion & hence cannot answer specifically the precise in-
terrogatories in Compl'ts bill contained in reference to said
exchange - though your respondent always understood
& verily believes that her deceased husband gave a full
& fair consideration for the property he received from her
Mother's estate - indeed from what your respondent re-
collects to have heard of the transaction (having no personal
knowledge of the matter) at the time, her deceased husband
gave more than the full value of the property he
received in exchange from her Mother the said Marga-
ret - she hence disclaims all knowledge of the said
advancement to her husband the said Dolphin & avers

that to the best of her knowledge & belief no advancement was ever made by the said Margaret to the said Dolphin -
Your respondent denies that she ever gave the authority charged in Comptts crop bill to have been given jointly by her with one Tho Driver to the said Josiah Driver (in said bill mentioned) to receive certain monies due her mother's estate - she never gave the said Josiah any authority to receive the said money either in writing or verbally or in any other manner, nor did she at any time give the said Josiah any such authority as that charged in Comptts crop bill - she further denies all knowledge of the exhibit {X} filed with Comptts ^{crop} bill as part of the same, which exhibit purports to be a written authority over her signature & that of one Tho Driver - the signature to the said exhibit purporting to be hers, is not her signature - she never executed the said paper - nor has she ever executed an original one of which this is a copy - nor has she at any time executed any such authority - she denies ever having loaned the money charged in Comptts crop bill to the said Josiah Driver who received the said money in his character of admr - -
And this defdt denies all all manner of unlawful combination & confederacy wherewith she is by said bill charged &c - all of which matters & things this defdt is ready & willing to aver maintain & prove as this Honorable Ct shall direct & humbly prays hence to be dismissed with her reasonable costs & charges in this behalf most wrongfully sustained

Signed - Lydia Driver

State of Wight County to wit; This day Lydia Driver personally appeared before me a Justice of the Peace for the County aforesaid in the State of Virginia & made oath that the foregoing answer was true -
Given under my hand & seal this 9th day of Oct - 1846

A. G. Bayless (J. P.) Seal

Dixon & ab:

att. } Ant. Phys:

Edward & ab:

Ans. of L. Dixon felicit
at Octo: nearly 1816.

The Answer of Mo Driven to the cross bill & com-
plaints filed as him by John Edwards et al
This defendant saving & reserving to himself now & at all times
hereafter all manner of benefit &c for answer to so much
of said bill as he is advised it is material for him to an-
swer unto, says that in reference to the charge in said
bill contained of a diversion of the assets of the said Mar-
garet Joiner decd in said bill mentioned, by her said ad-
ministratrix Josiah Joiner, by the said Joiner admits as aforesaid
said paying away the bonds due the said intestate
in discharge of the individual debts of the said Joiner
administrator as aforesaid, with the knowledge on the part
of the said creditors of the said administrator that the bonds
were not the property of the said admtr, but belonged
to the estate of the admtr's intestate - your complainants
disclaims all personal knowledge whatever & even if true
as charged in said complainants cross bill it does not
alter or in any manner discharge or release the liability
of said compts to your respondent, as claimed by your res-
pondent in his original bill in this decy; for your respondent
avows that even if the collusion (charged in complainants
cross bill between the said Admtr & his creditors) to de-
fraud the estate of the said intestate the said Margaret
Joiner were true, whatever right such collusion might
give the said complainants to seek relief against the said
colluding creditors, it does not alter the liability of said compts
to your respondent, for the diversion of the assets by the
said Admtr to the discharge of his own liabilities, constituted
such a waste of them as rendered the said compts
responsible therefore to your respondent, in their character
of securities in the administration bond of the said Ad-
ministratrix, Josiah Joiner, as appears by the copy of said
administration bond herewith filed as a part of this bill
& marked { } & as also appears from the said compts
admission in their said cross bill - - - - -
Your respondent denies the advancement to him by the said
Margaret Joiner in the complainants bill charged - he
admits that as in said compts bill charged there was a
sale of land by the said Margaret to the said Hall or some
other person & that he, ^{your respondent} received the whole or a part of the
purchase money but it was in the character of a agent for
the said Margaret & he paid over to her as in duty bound
the whole of the said money which he received, nor
was any of the said money, given or loaned to him
by the said Margaret, nor did she at any time in her
life give or loan him any money (with this exception of

the loan hereafter mentioned } nor did she ever at any time
give him any real or personal estate, or in any manner
whatsoever advance him - - -

Your respondent further says that in reference to the charge
in the Compt's Cross bill of your respondent having before the
grant of administration to the said Towner & the Compt's in said Cross
bill, authorized the said Towner to receive from the said
I. B. Whitehead the amt due the estate of said Margaret Towner
on a bond of I. B. Southwell more particularly described in
said Cross bill - that he did never at any time give any
such authority to the said Towner & your respondent
denies all knowledge of the exhibit {X} filed as part of the
Cross bill in proof of the delegation of such authority - the sig-
nature to ~~the~~ the said exhibit purporting to be the
signature of your respondent, your respondent denies to be
his - he further denies all knowledge of the said exhibit -
he has never in any manner written or verbal delegated
any such authority as that charged in Compt's Cross bill to the
said Towner to receive the same in his personal charac-
ter - your respondent hence denies that the said Towner
received the said money from I. B. Whitehead in any other
character than his fiduciary one of admr of the said Marg-
aret Towner decd. - - -

Your respondent admits the truth of the charge in
the Compt's bill in reference to the delivery to your res-
pondent of his bond for the amt recited in the exhibit
(2) filed with the Compt's Cross bill & admits the signature
to the said exhibit to be his that ^{mentioned in your respondent's signed bill} the attached to said receipt is that
Your respondent prays to be dismissed &c -

Signed Geo Driver -

Judge of Magt County to wit -

Geo Driver personally appeared before
me a justice of the peace for the county aforesaid & made
oath that the facts stated in his foregoing answer are true as
far as he knows or believes - Given under my hand & seal this
18th day of Sept 1845 -

W. Morrison / Seal

Devin

at: } Answer in
 } chry:

Edwards Vals:

October 1846.

Answer of Def: Ins: Devin
to chry: side.

The Answer of Mills Daniel to a cross bill of Complaint
filed against him by John Edwards et al. in the
Circuit Superior Court of Law & Chancery for the County
of Isle of Wight.

This Defendant now & at all times saving & reserving to himself
all manner of exceptions to the many errors & imperfections
of the said cross bill of complaints for answer thereto, or to
so much thereof as he is advised it is material for him to make
answer to answers & says that he did as charged in said
cross bill & as avowed in the answer of Joiner in the original
suit receive from the said Joiner a bond ~~(which)~~ purporting
to be due from Mos M. Dashiell to Margaret Joiner deed
for the sum of \$39.38 which amt he collected - he further ad-
mits as charged in said Joiner's answer (by the complaint made a
part of their cross bill) that he received the said bond in
discharge of, or in part payment of an individual claim
which your respondent held against the said Joiner; -
but your respondent utterly & entirely denies the charge in said
cross bill made of his having received the said bond with
the knowledge at the time of its receipt that it belonged to
the estate of the said Margaret Joiner - if the said bond
as charged in the said cross bill was the property of the
estate of the said intestate Margaret Joiner deed, your
respondent was not aware of the fact - he denies the complaint
charge of collusion with the said Adm'r Joiner by enabling
him to commit a waste of the estate & assisting the said adm'r
in appropriating the assets of his intestate to his individual bene-
fit & in reply to such charge he avers that if any such malap-
propriation was committed by the said adm'r it was without the
knowledge of your respondent who was ⁱⁿ no manner party to it -
for he took the bond from the said adm'r Joiner under the
belief & conviction that the said bond was the individual
property of the said Joiner, nor was the fact that said bond
was on its face payable to said intestate Margaret Joiner at all
inconsistent with such personal & individual ownership
on the part of the said Joiner, or in any manner calcu-
lated to give your respondent notice of any conversion of the
intestate's assets to the adm'r's individual benefit, inasmuch as
appears from the complaint cross bill the said Joiner
was not only administrator of the estate of the said intestate
Margaret Joiner, but also one of the distributees of the said estate
& hence there was nothing in the payment of the said bond to
your respondent in discharge of an individual claim of the said
Joiner to excite any suspicion of fraud on his part - such
a payment was consistent with the strictest honesty & fairness on the
part of the said Joiner - In reference to the averment in the

said said answer (which said answer is incorporated
in the cross bill of the complainant) that the said answer was
much indebted & hopelessly insolvent, on account of which embarras-
ments the said answer was induced to make the misapprehension
charged, your respondent answers that if such insolvency existed
he was not aware of it. — Your respondent disclaiming all
the collusion & fraud with said answer in said cross bill
charged, denies his liability to defend to the counts as the said
counts in their said bill charge — all which matters &
things this defendant is ready & willing to aver maintain & prove
as this honorable court shall direct & humbly prays hence to
be dismissed with his reasonable costs & charges in this be-
half most strongly sustained —

Signed — Mills Daniel

State of West County, to wit:

This day Mills Daniel personally
appeared before me a justice of the peace for the County of
said in the State of Virginia & made oath that the foregoing
answer was true —

Given under my hand & seal this 6th day of Oct - 1846

P. Drew Seal
C

Edwards & Cooper

By J. W. Clay.

at

Drawn at etc.

Answer of Mills Daniel to

cross bill. — filed Oct. 1846.

1846.

1846.

The Answer of ~~Wm. H. H. H.~~ to the ex p. bill filed by
John Edwards & Thomas H. P. D. Campbell complainants
to ~~in~~ the circuit Superior Court of Law & Chancery for the
County of Ish of Wight

This defendant saving & reserving to himself now and at
all times hereafter all manner of benefit to for Answer
to the said bill or to so much thereof as he is advised is
in anywise material or necessary for him to answer,
Answers & says that Thomas H. P. D. Campbell John Morrison
& himself were appointed by a decree of the County
Court of Ish of Wight obtained in 1843
commissioners to divide among the heirs of Thomas
Snyder the slaves for life surrendered by Mrs Mar-
garet Snyder to said heirs and the said Commis-
sioners were directed to collect a bond due from Dr Thomas
R. Southwell Sr to said Margaret Snyder which bond
was given for money loaned arising from the sale
of one of the said slaves, who had been condemned
to be hanged and pardoned by the executive and to dis-
tribute the bond in like manner with the surplus &
the decree further directed that said Margaret Snyder
should receive one hundred dollars for surren-
dering the slaves above named, that said Margaret
Snyder died before the money could be collected and
paid to her, and that it is also true that Josiah Snyder
~~at several~~ times applied to him for the said \$100.
which he refused to pay until there was a qualification
on said Margaret Snyder's estate, that the said Josiah
Snyder did qualify as administrator of the estate of the
said Margaret Snyder as this recit and the record of
of the County Court of Ish of Wight show, and that on
the 13th November 1843 the said Commissioners divided
the slaves and bond in the bill named among the heirs
of Thomas Snyder deceased and that the duty of collecting

the hand of Dr James W. Southall he was assigned to this defendant with direction to pay it away according to the report of said commissioners, a copy of which is herewith filed marked No 1 and prayed to be taken as a part of this answer, and this defendant further answering says that he did on the 14th day of January 1844 pay to the said Josiah Saylor in his own right \$100 for taking the old & infirm negroes named in the decree and for a medical bill he the said Saylor had paid for one of the infirm negroes, see exhibit no 1, and he paid to the said Saylor as administrator of said Margaret Saylor the \$100 directed to be paid to her by the said decree, after deducting the sum of \$22.78 which the said Margaret Saylor was directed to pay to Chas. D. Broadfield's debts in the division of the slaves before named, and the sum of \$3.34 which said Saylor had to pay Henry Saylor's debt for like cause, which will appear by Saylor's receipt an exhibit No 1. and the exhibit itself. which two sums of \$100 and the \$100 minus \$22.78 & 3.34 he paid to the said Josiah Saylor in cash and Dr James W. Southall's hand and ~~and~~ Saylor's own exhibit marked by Shaws. Saylor at that time owed him nothing and he did ^{not} discount off set or retain any cents of either of the sums named above, had he retained any part of the money he would have retained a part of the \$100 Jos. Saylor's own money. As to the order referred to in the said crop bill dated the 21st of November 1843 authorizing this defendant to pay the said \$100 to said Josiah Saylor he never saw nor heard of it, until he saw it filed in this cause, and if he had he would not have paid the money by virtue of it for he should have known that it was not genuine. And as to the bond due

by George I. Rudie and Charles D. Broadfield to Mrs Margaret Saylor this defendant saith that on the 2nd day of January 1844 he paid the said bond to Josiah Saylor administrator of Marg. Saylor which bond amounted to the sum of \$42.45 principal & interest and that he did not retain or offset any part of said bond to his own use for S. Josiah Saylor for some years previous to that time had been at variance with this defendant, and they had no dealings with each other, and it was only some short time previous to the period of their settlement that they had spoken to each other. And this defendant further says that as to the amount due this defendant from the said Josiah Saylor as co-securty to Richard W. Midgford executor of Thos. B. Young it was and \$40.83 for which amount as a matter of accommodation to S. Saylor he took said Saylor's bond on the 2nd day of March 1844 which is herewith filed and marked No 2 and prayed to be taken as a part of this answer.

And this defendant further answering says that at the time of the said transactions between said Josiah Saylor & himself referred to in the bill, that he verily believed said Josiah Saylor solvent & able to pay his debts, because not long before that time he had sold his plantation for \$1700 and had reformed his habits, and had at that time received in the division of the slaves above named; slaves to the amount of \$300 and was entitled to \$500 or \$600 by the death of his mother in law Mrs Margaret Saylor.

And this defendant denying all fraud combinations he prays hence to be discharged with all reasonable cost

Signed

Wm. Whitehead

Isle of Wight County to wit.

Joseph B. Whithead personally appeared before me a
justice of the peace for the County of Isle of Wight and
made oath that the facts contained in this answer
are to the best of his knowledge and belief, given under
my hand this 2^d day of November. 1846

Wm. S. Latimer P.

Witness as before

W. S. Latimer

Answer does.

Answer of Sept. 2. 13.

Whithead filed 2^d

Nov. 1846.

The joint & several answers of James Thomas & Jno
& Adams to the cross bill of complaints filed by
Edwards et al against them in the Circuit Court of
Law & Chancery for the county of Isle of Wight. Their
defendants respectively now & at all times hereafter sa-
ving & reserving to themselves all & all manner of bene-
fit & advantage of exception or otherwise that can or
may be had or taken to the manner or imperfections
in the said cross bill contained for answer thereto, onto
so much thereof as these defendants are advised it is
material for them to answer to, severally answering
say, that in reference to the charge in said cross bill
made that the said Josiah Joiner admr of Margaret
Joiner dec'd payed to your respondents a bond belong-
ing to the estate of said administratrix intestate in dis-
charge of a personal & individual debt due by the said
administratrix to your respondents, your respondent the
said Thomas admits that there came into the possession
of the firm of Thomas & Adams a bond originally execu-
ted by de P Wills to Margaret Joiner for the sum of
\$150, or about that amount, & upon which the sum
of about \$154.50 was then due, which bond was pas-
sed to the said firm by the said Joiner, & the amount
due upon it was collected by your said respondent
from the said obligor Wills, but as your respondent
did not receive the said bond in person, he can-
not explain the circumstances under which it was rec'd
as it was paid to the other member of the firm the said
Adams who will for himself explain in what man-
ner & for what consideration it was paid to the said
firm of Thomas & Adams. Your said respondent
knows however that at the time the said bond
was received, the said Josiah was not indebted to
the firm & hence it could not have paid in discharge
of an antecedent due the firm, but must have
been paid for some contemporaneous consideration.
Your said respondent Thomas hence denies all
knowledge of said fraudulent collusion with
said Josiah in complainants bill charged, & he de-
nies ever having received a bond belonging to the
estate of Margaret Joiner dec'd, from her administra-
trix in discharge of the individual debt of said ad-
ministratrix with the knowledge that the said bond
was the property of the estate of said Administra-
trix intestate. Your other respondent the said Adams
received a bond from said Josiah Joiner admr of

Margaret Louie died which bond was originally executed by one D. P. Wells to said Margaret Louie in her life time under the following circumstances - The said Louie Louie represented the said bond as his individual property, having fallen to him as one of the distributees of said Margaret in the division of her estate, & so representing requested your respondent to advance him the said Louie Louie money on the faith of said bond, which your respondent not doubting the honesty & good faith of the said Louie & believing the truth of his representations in reference to his ownership of said bond, accordingly did, & your respondent from time to time purchased goods for said Louie in Norfolk, advancing cash for the same until your respondent had advanced money for the said Louie to the amount of said bond, which in the mean time your respondent held as collateral security for such advancements & when your respondent had advanced cash for the said Louie to the amount of said bond he collected the same - The said advancements were made at the special instance & request of the said Louie & for his own proper benefit, your respondent having been in no manner benefitted by said transaction, the said Louie not being at the date of said transaction indebted to your respondent - your respondent here denies ever having received ~~the~~ any bond belonging to the estate of said Margaret, in payment of a debt of her administratrix, with the knowledge that it was the property of said intestate as in Comptts bill charged, the said bond having been received as above stated, under the belief founded upon the representations of said Louie, the said bond was his property as one of the distributees of said Margaret, & not in payment of any debt or liability of said Louie, but for money advanced for said Louie on said bond - your respondents further deny all the charges of fraud & collusion with said Louie to make the estate of his intestate as in said Comptts bill charged - - your respondents deny ~~the~~ all knowledge of said Louie's insolvency & embarrassments as charged in complainant's bill - they supposed him solvent at the time & continued to deal with him as such for many months subsequent to said transaction - all which matters & things these defendants are ready & willing to aver

Maintain & prove as this honorable Court shall direct & humbly pray hence to be dismissed with their reasonable costs & charges in this behalf most money fully sustained -

Signed - Jas Thomas
John E. Adams

I do of Wight County, to wit: This day James Thomas & Mr C Adams respectively appeared in person before me a Justice of the Peace for the County aforesaid in the State of Virginia & made oath that the foregoing annex was true -
Given under my hand & Seal
this 2 day of January 1845

Wm. Wombley P Seal

John Edwards vs
vs J. W. Chy

John Davis vs:

Long. Rules 1847 the
answers of Thomas
& Adams filed

Filed by consent subject
to the same privileges &
liabilities as if filed
within the legal time -

Jan. 5th 1847.

C. B. Hayden

H. H. Whitehead.

But I was at the plaintiff's
crop mill, except to this summer
on account of not starting the
time when the third U. S. S. will. was
assigned a person to Thomas & Adams.
and for the other defects and inaccuracy
in responding to the interrogatories.

H. H. Whitehead

Jan. 5. 1847

The answer of Jos W Whitehead to the amended
Cross bill filed by John Edwards and Thos H P. P
causes complainants do in the Circuit Superior Court
of Law and Chancery for the County of Isle of Wight.

This defendant having reserved to himself
now and at all times hereafter all manner of
benefit do. Answer says that the answer
he filed to the original cross bill contains
all he knows or now recollects of the transac-
tions between himself and Josiah ^{James} ~~Layner~~ ^{Margaret} ~~Layner~~ and
he can give no other or more particular details
than is therein specified and he again avers
that at no time did he ever discount or
offset with the said Josiah Layner adm^r
of Margaret Layner any assets belonging
to the said Margaret Layner's Est to his
own use & benefit

And this defendant denying all fraud combi-
nation & pray him to be dismissed with all
reasonable cost

Signed Sept 22nd 1848
W Whitehead

Isle of Wight County to wit

W Whitehead personally appeared before me
a justice of the peace for the County aforesaid and
made oath that the facts contained in the above
answer are true to the best of his knowledge and
belief given under my hand this 22nd day
of September 1848

Jno W Pinckney J.P.

J. B. Whithead
at. } ass. & mil.
Bill
Edward Hopper

Det: rules 10 & 8 filed

The def. Whithead consents to the trial of this cause at any time

J. B. Whithead for
J. B. Whithead

Whithead
Answer

The Answer of Josiah Driver in his own right, and as att. of Maryant Driver dec.
to the amended & cross Bill filed by Geo. Edwards & T. F. P. Cooper against
him & at, in the Circuit Court of Lane & Ky. for the County of John of England -

This respondent having observed to: answer, & say, that it is true that he is
entitled in right of his wife Maryant Driver who was a single woman and one of the
three, Sisters of the said Maryant Driver dec. who departed this life on the
day of _____ in the County of John of England: on whose estate the said respondent
qualified as her adm. and received her personal estate into his hands: That all
the main facts stated in the cross Bill are true, in reference to his dealing with
Thomas McCann, Joseph Pruden, Arch. Atkinson, Charles Barrie & Mont-
Whitney; that in each case this respondent shortly after his qualification, did pay
over bonds belonging to the estate of Maryant Driver & payable to her co-
trustees, to each of them, the said Thomas McCann, Atkinson, Pruden, Whitney
Barrie in satisfaction of claims which each of them had against
this respondent individually; in the manner & under the circumstances as stated in
said cross Bill; to which, but more especially the caption of this respondent filed
in the Court of Driver (Geo. & Lyman v. Geo. & Cooper & Edwards in this Court,
this respondent begs leave to refer to, and to incorporate ^{the same} in
this and as forming a part of this his answer. and having answered from hence
to be his answer & -

Josiah Driver

Exhibit to: County, to wit

Josiah Driver personally appeared before me a Justice
of the Peace for the County of _____ & made oath that the facts contained
his answer above are true to the best of his knowledge & belief.

Given under my hand this 19th day of June 1848.

Car. Rowers Jb.

Ans. 7

Los. elvina

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of

County, Greeting.

WE COMMAND YOU TO SUMMON

John Davis and Beulah
his wife

to appear before the Judge of the Circuit Superior Court of Law and Chancery for the County of Isle
of Wight, at the Court House of said County, on the first Monday in *October* next,
being Rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *John*
Edwards & Thomas H. P. Conner

and if *they* shall fail to answer the Bill within two months thereafter the Court will take the said
Bill for confessed, and proceed to decree the matter thereof accordingly. And have then there this
Writ.—Witness Nathaniel P. Young, Clerk of our said Court, at the Court House, this
14th day of *September* 184*6*, in the *71st* year of the Commonwealth.

N. P. Young Clerk.

Edwards & Conner
vs. J. S. in Chf.

Quire & others

To October 1846.

Whitcomb

Executed on the
17th day of Sept
1846.

D. Nash an
act's sheriff of
Norfolk County

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU TO SUMMON *Joseph B. Whitehead, Mills*
Daniel, Joseph C. Pender, Archibald Atkinson,
Miss Whitney, John Driver and Bessie his wife
and Lydia Driver John E. Adams & James Thomas,

to appear before the Judge of the Circuit superior Court of Law and Chancery for the County of Isle
of Wight, at the Court House of said county, on the first Monday in *September* next,
being rule day, to answer ^{proof} a bill in Chancery in the said Court exhibited against *them* by *John*
Edwards and Thomas J. P. Cowper

and if *they* shall fail to answer the Bill within two months thereafter, the Court will take the said
Bill for confessed, and proceed to decree the matter thereof accordingly. And have then there this

Writ.—Witness Nathaniel P. Young, Clerk of our said Court, at the Court House, this

24th day of *August* 1846, in the *71st* year of the Commonwealth.

N. P. Young Clk.

Executed on Joseph. S. Whitehead Hills Daniel Joseph
 E. Pouden A. Atkinson Merit Whitney and Lydia
 Driver John Driver and his wife being mo.
 inhabitants. Sept 7th 1846 Justly Spratt De
 for Josiah Holloman shff

Edward & Cowper
 3000 in
 as: Chy.

J. S. Whitehead
 Lno. Driver Wife & S.

Sept 1846

reputulosey

~~Sept 1846~~
~~Sept 1846~~
~~Sept 1846~~

J. W. Murdaugh, printer, Portsmouth, Va,

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of

Isle of Wights

County, Greeting:

WE COMMAND YOU TO SUMMON

James Thomas & John E.

Adams partners trading as Thomas & Adams

to appear before the Judge of the Circuit superior Court of Law and Chancery for the County of Isle of Wight, at the Court House of said county, on the first Monday in *October* next, being rule day, to answer a bill in Chancery in the said Court exhibited against *Thomas & J. E. P. O. Souper* ~~and~~ *John Edwards*

and if *they* shall fail to answer the Bill within two months thereafter, the Court will take the said Bill for confessed, and proceed to decree the matter thereof accordingly. And have then there this

Writ.—Witness Nathaniel P. Young, Clerk of our said Court, at the Court House, this

3rd day of *September* 1846, in the *71st* year of the Commonwealth.

N. P. Young C. C.

Mr Acknowledged & received of this & Co.
Sept. 29. 1846.

John E. Adams
for Thomas & Adams
"

Cousin & Edwards
m. 3/8ths in cash.

Thomas & Adams Cash

To Octo. July 1846.

Whitfield & Co.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of *Sole of Wigthe* County, Greeting:

You are hereby commanded to summon *James Thomas & John B. Adams parties under the joint & style of Thomas & Adams, Arch^d Atkinson, Mills David, Min^r L. Whitney, Joseph E. Rudder and Joseph B. Whitehead*

to appear at the Clerk's Office of our Circuit Superior Court of Law and Chancery for *Sole of Wigthe* County, at the Rules to be holden for the said Court, on the first Monday in *August* next, to answer an *amended* Bill in Chancery, exhibited against *them* in the said Court, by *John Edwards and Thomas H. P. O. Conner.*

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

WITNESS, *N. P. Young*
Court, at the Courthouse, the *5th* day of *July*
73^d year of our Foundation.

Clerk of our said
1848, and in the

N. P. Young

(One Copy to be delivered each Defendant.)

John Edwards and
T. H. P. Cooper
vs. $\frac{1}{2}$ Cho. in Chy.
Ignor & others

Calculated
C. L. Ballard 200
vs. Chy Staff
and August. 1848

To August 1848

(Whitfield sp.)

Leave in note
in 1848

The Commonwealth of Virginia To the Sheriff of
Norfolk County Gentl^y. Whereas John Edwards
and Thomas F. P. S. Cooper lately exhibited to our
Ancient Superior Court of law and Chancery for
the County of Isle of Wight their cross bill of
Complaint against John Driver & Bushaba his wife
Sydia Driver, Josiah Lynne administrator of Margaret Lynne
and in his own right Thomas & Adams & others, where-
upon sundry proceedings have been had, as appears
from the rec^d. & files of said Court, the before
final decree could be pronounced in the
cause the said Sydia Driver departed this life
and administration of all and singular her goods
chattels and credits hath been committed in de-
fence to ~~the~~ John Driver and the said Plaintiffs have
applied for a scire facias against the Defendant
J. Driver - Therefore we command you to make
known to the said John Driver administrator as aforesaid
that he be before the Judges of the Ancient Superior
Court of law & Chancery for the County of Isle of Wight
at the clerk's office, on the first Monday in
October next, to show cause if any he can, why the
said suit shall not be proceeded in to a final
decree against him in his capacity aforesaid, and be
in all things in the same plight & condition as it
was at the time of the death of the said Sydia Driver
and further to do and receive what our said Court
shall in that part consider. And have there there
this writ, witness W. P. Conway Clerk of our said
Court at the Court house, this 20th day of September
1848 in the 70th year of the Commonwealth.

A. P. Conway Ck.

Edwardes Hougher
vs. Zee: fas:
Dinner &

To Octo: Rules 1818.

Hayden prof.
Service acknowledged
by C B Hayden atty gen
Mrs Greiner admstr of
Lydia Greiner -
Sept 21st

To Mrs Lydia Driver & Mr John Driver.

Take notice that on Friday the 1st October next between the hours of 11 A.M. and 5 P.M. of that day: at the Tavern of Jos. J. Latimore, at Isle of Wight C. House, I shall proceed to take the depositions of John J. Latimore and others; and on Saturday the second day of October - 1847 - at the office of Robt Whitfield in the town of Smithfield of Isle of Wight County, between the hours of 10 A.M. and 5 P.M. of that day - I shall proceed to take the depositions of Maria Waie and others, to read as evidence in a suit pending in the Circuit Sup^r Court of said C. House, for the county of Isle of Wight, in which we are complainants, and you and others are defendants; and if for any cause the said depositions should not be taken or completed, on those days, they will be adjourned from time to time, until completed. Given under our hands this 28th Sept. 1847.

Jno. Edwards & Jas. H. P. Cooper
By Robt Whitfield clerk

Isle of Wight County, Va.

Claudius L. Goodwin personally appeared before me a justice of the peace for the County aforesaid, and made oath he delivered a true copy of the above notice rec^d to Lydia Driver on the 29th September 1847. Given under my hand this the 29th Sept^r 1847.

Geo. A. Plunkie J.P. JP

Isle of Wight County, to wit

Robert Whitfield personally appeared before me, a justice of the peace for the County
of Wight, Va., that John Driver acknowledge several days ago, that he had received
somewhere before that time - a notice to take & possession sent by S. Whitfield by one
Charles J. Leason. which said notice the said Whitfield avers & makes oath to be
a copy of the one hereto annexed - & sent by S. Mercer about 1st Augt last.
Given under my hand this 2^d ^{Oct} 1847 --

W. T. Jordan J.P.

Notice

The Deposition of Davis P. Wells, taken at Cornman's Well in Sussex County Va. on
the 4th day of ~~May~~ ^{May} 1847. to be read as evidence in a suit pending in the Circuit Super
Court of Law & Chy for the County of Isle of Wight Va. in which Josiah ~~Dozier~~, Thomas & P. P. Cooper
and Mrs. Edwards are Comptts. and Mrs. Drinn, Lydia Drinn & also. are defendants. &c.
The respondent Davis P. Wells having been first duly sworn on the Holy Evangelists deposes as follows. to wit:
Question 1. By Plffs. attorney: I did & in our name a bond of about \$150. to one Mrs. Margt. Drinn of Isle of
Wight? 2. What is the amt., the date, and the name of the payer to that bond? Who held the bond when
you paid it off? and in what character did Thomas & Adams receive the amt. Thereon, as their own
or not? Had Jos. Drinn ever called on you for the payment of it; either before or after he qualified
on the estate of Mrs. Drinn? when you executed the bond, did you regard it as the property of Mrs. Margt.
Drinn? at what time, that is the day & year & month. did you take in this bond & from whom?

Answer: 1. I did

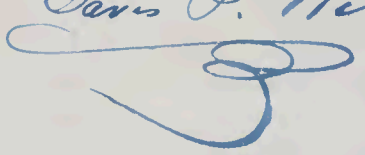
Ans 2. The amt was about one hundred & fifty dollars. the name
of the payer was Margant Drinn - the date I have forgotten.

Ans 3. The bond was held by Thomas & Adams; & they rec^d the amount
as I supposed as their own property.

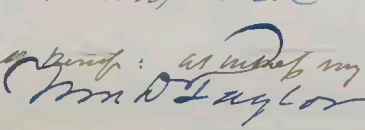
Ans 4. Josiah Drinn never called on me for the payment of the note.

Ans 5. I regarded the note as the property of Margant Drinn.

Ans 6. I do not recollect where I paid the note, but I
paid Thomas & Adams the amt which the note called for.

Davis P. Wells


Sussex County.

The foregoing Deposition of D. P. Wells after he was duly sworn as aforesaid, were taken & signed before
me a justice of the peace for the County aforesaid at ~~the~~ Cornman's Well on the 4th
day of May 1847 - between the hours of 7 A.M. & 8 P.M. being: as witness my hand & seal this
the 4th day of May 1847 -

Wm D Taylor R. J. R.

Confer & Edwards

in: $\frac{3}{4}$ Report of
A. P. Wills.

Driver Vals.

May 11th 1847. Came
to hand under seal
of file.

State whether the understanding at the time the note was received was ^{that} the note was the individual property of Joiner as distributor or legatee

Ans. - My understanding was, that it was a portion of his legacy. But this I did not positively know -

What do you mean by a legacy - I mean that he had married one of the Daughters of Margaret Joyner, and was therefore entitled to his proportionable part.

B. F. Little

The depositions of Mrs. Phillips who was sworn on the Holy Evangelist as follows last:

Question 3. P. 11. Q. State what you know of the purchase of a tract of land by Mrs. Margaret Joyner for her son in Law Geo. Driver -? What tract? Who? the money? & all other facts you recollect in the transaction?

Ans:

It was some time before Geo Driver was married I heard ~~Mrs~~ Margaret Joyner say she had this land with Barcheba's money - this was the money her father had left her ^{to wit} four hundred dollars. Mrs Margaret Joyner bought the land ^{of} Thos Hall of James. who is now dead. I was present when she bargained and paid the money. then, she, Mrs M. Joyner, employed me to build a house for which she gave me one hundred and seventy dollars; then to moving and repairing another house for which she gave me thirty dollars. Some time after this Geo Driver married her daughter Barcheba and moved to this land to live. it was called his land and ^{to Geo Driver} said that Mrs Margaret Joyner had given it to him. she ^{most times} said she bought with Barcheba's money because she did not know what better to do with it. He being the guardian of Barcheba.

Question 4. Same. Do you know whether in saying that she, Mrs Joyner, used the

- four hundred dollars of Barcheba's money? do you mean that she simply used that money as a means of buying, as a convenience - or that she invested that amount in Land for Barcheba?

Ans. She said ^{that} she bought it with Barcheba's money not knowing what better to do with ^{she bought it} it, for Barcheba's Deced. were the two hundred dollars expended by Mrs. Joiner in building the house & repairing the one you spoke of - Money of Mrs. Joiner's or not?

Ans. I can't tell! I suspected it was her own Mrs. M. Joyner's - though I don't know.

Quest. When Mrs. M. Joyner as guardian to Barcheba, settled up her business, do you know whether she then accounted & paid over the said \$400. or not?

Ans. I do not.

John Phillips

Nat W. Norrwoth having been duly sworn on the Holy Evangelist as follows:

Quest. About November 1842, what was the general impression as to Geo Driver's solvency or pecuniary condition?

Ans. I did not regard him as solvent and refused to sign his official bond as administrator of Mrs M. Joyner for that reason. and the general impression was that he was not solvent and it was the subject of conversation generally that he was not solvent.

Nat W. Norrwoth

The foregoing depositions of Clarke, Phillips & Norrwoth, who were first duly sworn, were taken before me - a justice of the peace in the county of York & West - at the time & place stated in the caption, & attested in the presence of R. O. H. Whitfield & C. B. Hayden Esq. - notice having been waived by & received by them as their clients:

John R. Bonome, J.P.

To be read as evidence against Thomas & Adams - Geo Driver & Barcheba his wife, & Lydia Driver of consent of their attorney who was present at the taking -

C. B. Hayden

X
to Nevada & San Francisco
via
Denver & Salt Lake
May 1st 1847. came
to hand under name of
friend. Mr. D. Thompson

The apts. Whitney, Atkinson, Spruison & Daniel
object to this expedition because they
had no notice that it would be taken
Atkinson p. &
Hagerman & Co.

The Depositions of Imiah J. Mail, taken at the office of Robert
H. Whitfield, in the town of Smithfield Isle of Wight County ^{or} on Saturday the
2nd day of October 1847, between the hours of 10 A.M. & 6 P.M. taken at
the instance of Thos. L. P. Cumber & Geo. Edwards, to be read as evidence, in a
suit pending in the Circuit Court of Law & Chy for the County aforesaid, in which they are
J^d Cropper & Edwards - are compts and Geo. & Lydia Briner & others are defendants &c.
The deponent being first duly sworn on the Holy Evangelists, Deposes & says as follows:
That ten A.M. compts counsel. Did you ever Geo. Briner say any thing in relation to the
transaction of Imiah Briner adv^{er} of Margaret Briner adv^{er} - if so what? and what
took place in between J^d Geo. Briner & Imiah Briner adv^{er} in relation to the latter's
offering to settle with Geo. Briner for his portion of the estate of Mrs. Margaret Briner?
Ans.

I did hear Mr John Briner say, Mr Joyner was the Ad-
ministrator of Mrs Peggy Joyner and also was speaking
of a difficulty which had taken place, as to the
Administration ^{of} or his transaction, and as well as
my memory serves me said Joyner offered him bond,
which he told him ^{to} keep ^{Joinder} ~~them~~ and about that
time he was not much in need of them.
This conversation took place at my store called
Barrothton.

Question - When you say that ^{Joinder} ~~Joinder~~ offered bond to Briner, did it have reference
to a settlement as between Briner and Joinder as the adv^{er} of Mrs. Margaret Briner?
Ans.

I understood the ~~offer~~ ^{offer} to be his por-
tion of the bond, that Joyner held as ^{Joinder} ~~Joinder~~ and I
supposed it to be a settlement of his portions of bond

Quest. by same - When you say that you supposed it was in settlement or paying of Driver's portion of the bond of Mrs. Joynes estate - do you draw ^{such} supposition from the general tenor of Driver's conversation at the time or not?

Ans. ~~I do of the bond~~ I did from Driver's conversation

Quest. Explain what you mean in the conclusion of your first answer - did you understand Driver to say that when Joynes as the ^{admn.} of Joynes offered in settlement, to pay over to Mrs. Driver his portion of the bond - that he Driver told Joynes to keep them - to wit, the bonds so offered - and what ^{were} his Drivers reasons for so telling Joynes to keep said bond -

Ans. I did hear Driver say that ^{he} Driver told Joynes to keep the bond, which Joynes offered Driver and Driver observed that Driver was not in need of the bond at that time and observed he reckoned he Joynes needed them more than he Driver did

1. Question by the dts Council - With whom was the foregoing conversation held & who was present.

I do not recollect who was present, but the conversation was part with me and others, but I do not recollect ^{why} ~~who was in the store~~ nor do I recollect who else was in the store -

{2} - did you pay particular attention to the conversation? -

Ans. I did not

{3} - Were the remarks of Driver to which you have attended several remarks addressed to the company or made in a special conversation with yourself?

in part to myself & to those who as I have said I do not recollect as I had other business to attend to.

{4} Question which of his remarks were addressed to you & which to the other persons present?

Ans. ~~It was a general conversation~~ I do not recollect any to either in particular more than another but speaking as a general thing except a question asked which he might have addressed himself to

{5} - Can you say upon your oath that Driver said that Joynes had offered him Driver his portion of Mrs. Joynes estate & that he Driver had refused to accept it.

I supposed the bond to be Driver's portion of bond, which Joynes held as admn. Did Driver distinctly say that Joynes offered him bonds in satisfaction of his Driver's portion of the Joynes estate.

Ans. he did not appear to be dissatisfied with the bond or the offer but replied he was not in need of them and he reckoned he Joynes needed them more than he Driver did and I supposed it to be a friendly act in Driver toward Joynes I understood it to be in payment of his Driver's portion of bond

{7}- What gave rise to the conversation you have spoken of & when did it occur? -

I do not recollect exactly the time or month but believe it was the post-winter or spring, nor do I recollect what gave rise to the conversation

{ }
- Direct. The respondent's counsel, in 2^d directⁿ, asks if you paid particular attention to the conversation: and you answer "you did not": was your attention sufficiently particular, to enable you to say, that you are certain that you heard what you have detailed or spoken off, in this your deposition or not?

Ans. it was sufficiently particular -

The foregoing deposition

Jonah I. Wall

The foregoing deposition of Jonah I. Wall was taken & sworn to & subscribed at the time & place mentioned in the caption, before me, a justice of the peace for the County of Lexington. Given under my hand this 2^d day of October 1847-

W. T. Jordan, Jp.
3.

who has been sworn on the Holy Evangelists;

deposition of Henry L. Byers, taken at Town of Lewis
Morrison in Emmet County N. Y. on Saturday Oct. 10th 1847 - to be read in evidence in a suit pending in
the Circuit-Sup. Ct. of Lewis County for the County of Lewis in
which Cooper^d Edwards vs. are Compt. & Depts, and Mrs. &
Lydia Brier are Defendants & Compt.:

Question has been asked as this paper marked X purporting to be an order
drawn by Lydia Brier & Geo. Brier on Jos. A. B. Whitehead in
favor of Mr. Triner. dated 27. Nov^r 1843 - and attested by Thos. R.
Jordan - and say whether you believe the handwriting or signature
of Thomas R. Jordan to be his or not?

Ans: I believe ^{it} to be the hand ^{writing & signature} ~~signature~~ of Jos.
R. Jordan who is dead. & further he says not.

The foregoing deposition of Henry L. Byers
was taken & sworn to & signed before me as
Justice of the Peace for the County of Lewis.

this 10th Oct. 1847 - at the place mentioned in caption

Given under my hand this ten day of Oct. just above mentioned

H. L. Byers
J. P.

Exposition of Ignorance.

To be read as evidence in the
trial of Robert Adams at
New York City -

N. H. Whitfield

C. B. Harden

I John Latimer do here by certify that on the 17th day of May last being the 7th Day of the Superior court, I stepped in the court house was called to by the Sheriff Mr. James M. Jordan and asked to take charge of that good lady until she could get some conveyance home, I looked around and saw Mrs. Lydia Driver standing at the foot of the steps leading down from the Jury Room in conversation with some gentleman who I do not recollect, I waited until they seem to have gotten through their conversation, I then approached Mrs. Lydia Driver and asked her to walk with me to my house, she agreed to do so and on our way to the house she Mr. Driver asked me to see Mr. Marcus Benson and tell him that she wanted him to carry her home that they had sent for her, and now they left her to get home any way she could, when we had reached my chamber Mrs. Lydia Driver commenced telling me about a present indictment made against Josiah Joyner, and how much the grand Jury had fretted her in asking her some money questions, and said if they had fretted her much more she would have told them all she knew about it, she said they wanted to make her swear, to which I replied yes I reckon they did I then asked her if she did not swear, to which she answered well I skipped the Book, she then remarked that Josiah Joyner did no more write that paper than she wrote it, that Thomas Jordan John Driver and Josiah Joyner were all at her house together making doings, and that Thomas Jordan wrote the paper in her Big room and that she thought it was a mess, and sure enough it had turned out just as she had said it would and on the trial of Josiah Joyner for the charge of forgery Mrs. Lydia Driver was asked if there was not a certain negro man by the name of Dick sold, she answered there was Mr. Atkinson then asked her if she knew what became of the money for which this negro was sold and some other property, which I infer from her statement had been divided between her self

and other legates of Mr Margaret Joyner Dec
she answered she had received her Probation
I believe the trial of Joseph Joyner before alled
ded to took place at or about our last august
court in which trial W. A. Atkinson
appeared as counsel for Joyner

Wm. H. H. H. H.
Dec 18 - 18 - 1847

Depositions of J. H. H. H.
to be used as evidence on
the facts of Joseph Joyner
H. H. H. H. - H. H. H.
of criminal.

Robt. H. H. H.
C. B. H. H.

how far val:

(vs) } depositions

Dover was

Octo: 1st 1847 Come
to hand under seal
and filed J. P. Will, etc.

Band with interest from	399.48
Oct 29 1843 to Dec 27 1843	3.99
	403.47
D ^r Jos. Whitall had	280.91
	122.56

D ^r Mr Josiah Layner		
for Old support	145	
for Doctor's bill	15	
As agent of Mrs Layner		
for	100	
	260	

no (3)

all gone
there were negroes of
put up at Cape Henry
before --

his wife's for (5)
Sawney's debt
for such things

Sawthatt's band	122.56	215.60
for receipt	93.04	44.40
	215.60	

Rec from Mrs M. Layner		44.40
to Charles D. Broadfield	22.78	
Rec from Mrs M. Layner		
to Henry Layner	3.34	
	26.12	
		\$18.38

The D^r of Mr Josiah Layner agent of Margaret Layner twenty two dollars seventy eight cents in full for the amount thereof to be paid by Mrs Layners to Charles D. Broadfield's agent in diversion of slaves also three dollars thirty four cents cleared in like manner to Henry Layners agent

Jan 16. 1844

Wm Tuttle agent
of Chas Broadfield
& Agent for Henry Layner
Suff agent
of Henry Layner

Mr. Lymner vs Purden

Prizep — \$69.00

Deduct 100 10 35

24 days 58.65

Int to Jan 27th 3.80

1844 — \$52.45

W. Whitehead

"y"

This Exhibit contains
(rapped up inside) — the other exhibit
list —

Sales Made in Dorset, by Thomas & Deane
1843

Chas. J. J. Rogers Dr

Nov. 28	By Note vs. C. J. Wiles	150 00
" "	Interest on Do	4 50
" "	To 10 Bar. salt @ 38	3 80
Dec. 4	Am't of L & Leg. Bill Rend.	40 74
" "	By 34 1/4 Bar. Lard @ 46	15 75
" "	" 12 1/4 do Rend. 95c	11 14
" "	" 6 Bar. @ Apples @ 55	3 30
" "	30 ft Com. & Inc	3 38
" "	" 46 & Cull & Rice Rend.	18 75
" "	" 1 Stone Do do	18 72
" "	" 46 & Cull do do	50 25
" "	" L & Legram	3 04
" "	" 30 Bar. salt @ 32	16 00
" "	" 1 ft @	3 50
" 13	26 sh. Bacon 30 1/2 @ 4	12 38
" "	105 sh. Do @ 5c in Oct.	5 26
" "	43 1/2 Mid do @ 7	3 05
" "	" 1 Rum to Paper	" 62
" "	Laid W. H. Stephenson	20 00
up "	" " I Scott - Jan	11 40

" Parkinfull

\$21.08 \$124.69
" " 26.39
" " \$211.08

J. D. Y. Haste

Account referred
to in Clark's deposition "

"A"

Sept
Sept

44 6/10
240
10
250

1845 To^d B Whitehead

To To^d Joyner

March 27 " To 5 chicken

2200

Dr
\$1.00

L B Whitehead
at \$100.

We the undersigned Commissioners named in the Annexed decree did according to the provisions of the said decree proceed on the 11th of November 1843 to sell the expensive negroes and divide the profitable ones among the Complainants and defendants. Josiah Soyner became the purchaser of the expensive negroes to wit: Lewis for the sum of \$448- Lucy for the sum of \$220- and a blind girl Susan for the sum of \$77- which three sums amount to \$745- To which add the expenses of the suit & division \$21- and the expenses of attendance on one of the negroes affected with scrofula amounts to the sum of \$181- to which add the sum one hundred dollars directed to be paid to Mrs. Margaret Soyner in said decree which two sums make the sum of \$947- which deducted from the bond named in the decree of \$400- leaves a balance of \$547- to which add the valuation of the negroes \$2595- makes the sum of \$3142- $\frac{1}{10}$ and $\frac{4}{14}$ of $\frac{1}{10}$ was directed by the decree to be allotted to Mrs. Soyner in right of Lydia Driver and her own right making the sum \$348:92 and we allotted to Mrs. Soyner negro man Henry valued at \$375- and to pay the Admor. of Charles D. Broadfield \$22:78. and to pay to Henry Soyner Admor. \$3:34- To John Driver we allotted negro man Richard valued at \$325- and to pay Charles D. Broadfield's Admor. \$14:84 in right of his wife Parsheta $\frac{1}{10}$ and $\frac{3}{14}$ of $\frac{1}{10}$ to Josiah Soyner, we allotted Dinah & child valued at \$320- and to pay to Benj^d Drew Shff. & Admor. of Henry Soyner \$9:84 in right of his wife Margaret Soyner $\frac{1}{10}$ & $\frac{3}{14}$ of $\frac{1}{10}$ being \$290:78 To Edwin Morrison, we allotted Sam \$150- Robert \$100- and Louis \$50- making \$300- and to pay Benj^d Drew Shff. and Admor. of Mr. Soyner \$9:22 in right of Thomas Soyner $\frac{1}{10}$ & $\frac{1}{14}$ of $\frac{1}{10}$ being \$290:78- To Benj^d Drew Shff. & Admor. of John Soyner we allotted Priscilla & child valued at \$275 and to receive from Edwin Morrison Admor. of Thomas Soyner \$9:22 and from Benj^d Drew Shff. & Admor. of Daniel Soyner \$6:56 in right of S^r Soyner's $\frac{1}{10}$ & $\frac{1}{14}$ of $\frac{1}{10}$ being \$290:78 to Benj^d Drew Shff. & Admor. of Daniel Soyner we allotted Hester & child valued at \$300 and to pay John Soyner Admor. \$6:56 and

Henry Joyner Admor. \$2.66 in right of said Joyner, $\frac{1}{10}$ & $\frac{1}{14}$
of $\frac{1}{10}$ To Benj^r. Drew Shff. & Admor. of Henry Joyner we allowed
Sally & two Children Values \$275 and to receive from Isaac
Joyner \$9.84 from Margaret Joyner \$3.34 and from Daniel
Joyner's Admor. \$2.66 in right of s^d. Joyner's $\frac{1}{10}$ & $\frac{1}{14}$ of $\frac{1}{10}$ To
Joseph B. Whitehead Esq. of Edmund Joyner we allowed negro
Patience Values at \$350- and to pay Charles D. Broadfield
Admor. \$59.22 in right of said Joyner's $\frac{1}{10}$ & $\frac{1}{14}$ of $\frac{1}{10}$ being
\$290-78 To Jos. B. Whitehead Admor. of Charles D. Broadfield
we allowed nine Slaves Values at \$75- and the balance of
the bond named in the decree being \$119- and to receive from
John Driver \$14-84 from Edmund Joyner Esq. \$59.22 and
from Mr. Margaret Joyner \$22.74 all of which is
respectfully submitted. —

Signed
J. B. Whitehead
John Morrison
Thos. D. Repley

Rec^d. of J. B. Whitehead one of the Commissioners appointed to divide
the Slaves named in this report one hundred dollars allowed
Mr. Margaret Joyner in the decree, also the sum of one
hundred & forty five dollars being the amount I am to
receive for keeping the old & expensive negroes named in
the decree, also fifteen dollars being the amount I expended
for doctor's bill to negro Sotter Lang 14-1844

for Joines for
himself and as admor
of Margaret Joyner

A. Copy Teste J. P. Mills D.C.

Joyner
(vs) { copy of Report
Joyner.

(No. 1)

Jan 66.

\$4083

On demand I

promise to pay to

J B Whitehead

order or Assigns,

the sum of forty

~~eighty~~

Dollars and

83

Cents, for value received; for which payment well and truly to be made,

I

bind

my self

Heirs, Executors and Administrators, jointly and severally, firmly by these

presents; as witness

my

hand and seal this

2

day of

March

1844

TESTE,

M. Womble



Jos Joine



Sum 27th 1844 the £ five dollars

Oct. 21 1844 the £ twenty eight dollars twenty four
cents

on march 27 1845 by five checks and dollars

M. W. Tuttle

M. W. Tuttle

M. W. Tuttle

No 2

John Chapman
1840

1844 Josiah Turner Dr To M^r Whitehead Dr
 Lang To cash for Thomas & Adams for horse 55
 My Math W. Morsworth's note 34
 21

To your note due Dec 21. 1841 17.87

To interest till Lang 27. 1844 2.20
 20.07

62.45
 41.07
21.38

20.07
 41.07

Joseph Taylor

I think I have in my own mind as much of abatement I have done, so hardly
decide my willingness that the Reporters of 18th clause, W. W. Munro, J.
J. Phillips, I think will be all other witnesses taken in the case of
J. W. Edwards & J. W. F. P. H. Cooper M. D. W. W. by J. A. Brown, myself & others, & now
proceed in regard myself, may be read in the suit; have full power to appear
without prejudice from the fact that at the time taken I was not a party to
the suit & of course as to me no notice was given: that they may themselves
be read as fully and without objection as if I had been a party at the time
taken. Give mine my hand. I leave this to. 19th June 1848.

J. J. Jones

Not a party

Jones as a person of
Deposition, disclosure taken
to be read as evidence

1.74
 .18
 \$11.62
 17.41

Drum t. m. Lye in t.
 Bill. . . . \$ 11.62
 atty Hoag 17.41
 Lums. for 20.00
 Shff. 3.00
 Total dues \$52.03

amt. of dues to be paid by Secretary
 And, ^{each} each platf. exw. as Lye in this meeting
 \$52.03
 \$17.34
 \$5.78

Dear

2. { Bill with

Longer and so on.

Know all men by these presents, that the John Dwyer
administrator of Lydia Dwyer decd: and Wiley G.
Baynall

are held and firmly bound unto Josiah Coyner admin-
istrator of Margaret Coyner decd: in the just and full sum
of Four hundred and seventy one dollars and six cents, to the
payment whereof well truly to be made, we bind ourselves
and our heirs, executors & administrators jointly and
severally, firmly by these presents. Sealed with our seals
and dated the 7th day of March 1849.

The Condition of the above obligation is such, that whereas,
by a decree of the Circuit Superior Court of Law & Chancery
held for the County of Isle of Wight in the month of
October 1848, pronounced on the 19th day of said month, in
the suits of John Dwyer & wife and the said John Dwyer
as admin: of Lydia Dwyer, v: Josiah Coyner admin: of
Margaret Coyner, Thomas F. P. Cooper & John Edwards Defts.
and John Edwards & Thomas F. P. Cooper Pltfs: against
John Dwyer & wife, the said John Dwyer as admin: of Lydia Dwyer
decd: James Thomas & John E. Adams partners trading as Thomas &
Adams, Arch^d. Atkinson, Mills Daniel, Minn E. Whitney,
Joseph B. Pender and Joseph B. Whithead Defendants.
it was decreed and ordered that said Josiah Coyner as
the administrator of Margaret Coyner, do pay to the said
Plaintiff John Dwyer administrator of Lydia Dwyer decd:
the sum of \$157.68 with interest from the 16th of October 1847
as her distributable share of Margaret Coyner estate & the
further sum of \$47.85 with interest from the 16th of
Octo: 1847 - on the said Plaintiff John Dwyer as admin:
of Lydia Dwyer entering into a refunding bond, with
sufficient security, in the Clerk's office of said Court
payable to Josiah Coyner admin: of Margaret Coyner decd:
as the law directs - Now, if the said John Dwyer as
administrator of Lydia Dwyer shall refund and
satisfaction of any debts and demands which may
hereafter appear against the estate of the said Margaret
Coyner and the costs attending the recovery of such
debts, then this obligation to be void, or else to remain
in full force & virtue.

Witness
A. P. Young

John Dwyer
Wiley G. Baynall

Devin tal.

to 3 refusing bond.

Devin aom.

March 8th 1849 This bond
was executed & filed.

Sub
N. P. Hangerd.

At a Circuit Superior Court of Law and Chancery held
for the County of Isle of Wight on the 18th day of May 1847
John Driver Petif

against
Z. L. Caff
Josiah Coine Administrator of Margaret Coine and Deft
Judgments for the plaintiff for \$75- with interest from
2nd Augst 1842 in damages & \$99.76 costs
Extract

78:

J. P. Mills S.C.

Henry Joyner

Thos. Joyner

John Joyner

Edmund Joyner

Daniel Joyner

Patsey Joyner

Lydia Joyner

Polly Joyner

Bersheba Joyner

Margaret Joyner

130.

7.80

7.80

15.60

1.30

16.90

130.

146.90

March the 5th 1844 Received of Jos Joiner, Admr of Margaret Joiner
Decd. one note or m as one of the Heirs of the said estate to the amount
of one hundred & thirty nine dollars & 83 Cts

John Driver

I Rec^d. a note of hand from Wm. Joine or thro Mr Dasher amount 39 dollars
& 38 Cts

Miss Daniel

Copies Test

J. P. Wills D.C.

Drum & Daniel's nets

6.

for Mr. Leightfoot

I have a note of ^{hand} from Mr Lane for \$100
amount 39 Dollars & 35 cts Mills Daniel

Baruch 2/18

March the 3th 1844 Received of
Jos Garner, adm^r of Margaret Garner, dec^d
one note up me as one of the Heirs of the
Said Estate to the amount of one Hun
dred & thirty nine dollars & 83^{cts}

John Driver

was up

"Z"

This is to certify that we Lydia Driver & Geo Driver
do authorize Josiah Whithead to pay to Josiah
Joiner the sum of one hundred Dollars & the
Interest thereon accrued upon a bond due by Jos.
B. Cushman and payable to Mrs. Margaret
Joiner. Nov. 27th 1843.

Test —

Thos. R. Jordan

Lydia Driver
Geo Driver

This order was given before
the emancipation of slaves, but
not as well afterwards -

F
order of. given
to
J. B. Whithead
X

Driver v Joyner.

Edwards vs Driver.

I have again examined these cases, and upon more mature consideration, altho there is much difficulty growing out of the conflict of authorities upon the subject, my opinion is that the crop bill sh^d. be distributed method. costs, and that an issue sh^d. be directed to ascertain whether or no the exhibit X be a genuine paper so that the true balance due the distributees of Margaret Joyner may be reported.

R. H. Parker
Oct. '49.

X

Driver v Logner.

At a Court held for Isle of Wight County the 21st Day
of December 1843.

On motion of Co. Joyner who made
oath as the law directs and with John Edwards and
J. H. P. P. Cowper his securities, entered into and
acknowledged a bond in the penalty of \$3000 conditioned
as the law directs administration is granted him on
the estate of Margaret Joyner decd.

A Copy,

Teste

A. P. Young, cl. k.

Heimer Exhibit
as { A
Joimer

Filed by Pltff with their
Bill

Debtors of assets on
Margaret's account etc.

27.
80
100/10

100

Driver et als

vs

Forner et als

} Notes by Plffs Atty -

This suit was brought by the distributees of Margaret Forner as Forish Forner the Administrator & his Securities for an account & distribution. The Defdts admit the facts charged in the Plffs Bill with a slight variation & acknowledge that the Administrator has wasted the assets by converting the Bonds to his own use & claim the right of the Securities to recast to the third parties the transferees of the Bonds to indemnify themselves for the deficiency of the assets wasted by Forner whom they admit to be insolvent. In this question the distributees have no interest. The Defendants also charge that the Plffs in the original suit were advanced by the intestate in her life time & that upon a proper settlement after bringing these advancements into hotch pot nothing will be due the Plffs. The Plffs deny their Answer to the Cross Bill deny any advancements & the deposition taken by the Defendant to prove them fail to do so. The Defendants further allege that the \$100 alluded to in their answer was not received by the Administrator in his fiduciary character, but was received by him as a loan from the Plffs under their written order filed as an exhibit in the cause (marked 7) - The Defendants deny all knowledge of the order & deny ever having given any authority, verbal or written to Forner to receive the said money & the deposition of Jos B Whitehead by whom the said money was paid shows that he did not pay the said money on any authority from the Plffs, but that it was claimed by Forner as the administrator of Margaret Forner & paid to him in that character & his receipt taken as administrator - no mention of the said order having been made to him by the said Administrator. The deposition of Nail & the statement of Latimer going to show that the Plffs have received their share

of the estate, cannot be read in the same, being irrelevant to the pleadings. The defendants no where assert that the Pltffs have received their proportion of the assets; but on the contrary admit the waste of the assets by the administrator & claim the right of the securities to resort to the third parties for relief.

Confer et al }
vs River et al } Notes by defendants atty -
This is a cross suit brought by the securities of Jorner's Administrator against the original Pltffs, Thomas & Adams & Daniel, & other third parties, creditors of Jacob Jorner, charging that the said creditors had received from the said Administrator Bonds, constituting a part of the assets of the estate in payment of the individual debts of the said Adminr, the said creditors knowing them to be assets & that this was such a collusion with the Adminr in wasting the assets as to make the said creditors liable to the securities for the amt thus transferred to the use of the Adminr - Thomas & Adams, admit they took from Jorner the Bond alluded to in the Cross Bill payable to the intestate, but deny that they took it with the knowledge that it was a part of the assets of the estate - on the contrary they were assured that it was the individual property of Jorner in right of his wife who was one of the distributees of the intestate - they did not take the Bond in payment of a debt due them by Jorner, but at his request & for his accommodation they advanced the amt of the bond for him in paying debts due by him in Norfolk - they were in no respect benefitted by the transaction - the bond was not assigned to them, they merely advanced for Jorner the amount of the Bond to his creditors & then as the agent of Jorner collected the Bond from the obligor - Clarke's deposition taken by the Pltff in the Cross Bill shows that Jorner was not indebted to Thomas & Adams at the time he passed them the Bond & that as they were in their answer they paid for him the full amount of the Bond

to his creditors in Norfolk & that the funds subsequently sold to Jorner were paid from other sources - This deposition also shows that Thomas & Adams received the Bond as Jorner's property in right of his wife - Thomas & Adams answer in their answer that they considered Jorner as solvent - Whitehead's deposition proves that he was so considered -

= Daniel admits he took the Bond charged in Cross Bill, but that he took it as the individual property of Jorner, whose wife he knew to be a distributee - that Jorner represented it as his property - Daniel denies that he took it with the knowledge that it belonged to the estate - he took it in payment of a debt due him from Jorner - did not consider Jorner as insolvent -

= The defendants Thomas & Adams & Daniel having innocently received the Bonds, under the belief that they were the property of Jorner & the former having merely cashed the Bond for Jorner's benefit deny the right of the securities to any relief against them -

The English cases go further than the American in limiting & restraining the power of the Representative in transferring the assets - The strongest case for the Plaintiffs is the one which has gone furthest in limiting this power is Hill vs Gimpson, 7th Vesey Jr pa 152 - which differs from this case in three particulars -

(1st) in an absolute sale & disposal of the assets instead of merely pledging them as security - In Hill vs Gimpson & in the other cases much stress was laid on this distinction - in the former case the counsel for the parties seeking relief (7 Vesey 154) admitted that if the transfer had been absolute instead of a mere pledge they could not have followed the assets into the hands of third parties

{2} In character of parties seeking relief - In the other cases they have been (with the exception hereafter noticed) parties

entitled to the estate either as ~~specific~~ or general Legatees - here they are the securities of the Administrator - McLeod vs Greenmond (14 Decy 353-417 Decy 152) settles that Co executors who have not acted previous to the assignment cannot follow the assets into the hands of third parties where Legatees would be permitted to do so - Securities certainly stand on no higher ground than Co executors who have not acted - where co executors join in the same official bond each is surety for the other & if one commit a devastant the others are only liable as securities pari passu with the other securities in the bond (Morsons admtr vs Peyton's Admtr 8th Leigh pa 54) - a co executor not participating in the devastant is hence merely liable as security - he is quoad security - a ~~co executor~~ & a surety have hence equal equities & if the former is not entitled to relief as decided in McLeod vs Greenmond by party the latter is not - Upon what principle of equity can those securities who have endorsed the character of the admtr & given security for his honest administration of the assets ask relief against innocent persons who have committed no fault on the ground that the administrator has committed one - In Braden vs Rosson 3^d Leigh. 12.) The party selling the land sold not as administrator but as Trustee (ibid pa 25) & hence the principle that purchasers from Trustees are bound to see that the purchase money is applied to the purposes of the trust & applies & on this ground the securities were relieved - besides the case was one of prop fraud not only on the part of the obligors of the bonds but in the transferees of them they were both aware of the insolvency of the Administrator & Guardian & colluded with him in converting the assets to his use - the bonds were assigned before maturity - & were paid after the obligors had notice not to pay -

3rd In the Character of the Representative assigning the assets - In Hill vs Simpson, ~~that~~ Representative transferring the assets was an Executor acting under a will disposing of the property assigned & an inspection of the will would have inform-

ed the bankers whether the Executor was as he represented himself entitled to the property assigned - it was upon this negligence of the Bankers that this case principally turned. (9th Decy 5170) The "Master of the Rolls" puts the case on that ground - he says the will under which the executor claimed title was submitted to the bankers, an inspection of the will would have shown his claim to have been false & if they thought proper to refuse to look at the will they must suffer for their negligence. He also in the subsequent case of *McLeod v. Hume* and in *Reinhardt v. Hill* as *Simpson* alludes to this power of the parties to have protected themselves by examining the will & their failure to do so after being thus put upon their notice as the ground of their liability. (14 Decy p. 361) - In the case of *Confer v. Baines* the parties receiving the assets had no will to examine for their protection, there was no ass nor other record to which they could refer to learn whether the bonds were as the administrator asserted his property in right of his wife - It is implied in the above opinions of the court in *Hill v. Simpson* that if the bankers had examined the will & found the executor as he represented the sole legatee of the property pledged the bankers would have been protected. In *Taylor v. Hawkins* (8 Decy p. 208) subsequent to *Hill v. Simpson* it was decided that where the Executor was a special legatee of the property assigned the assignee would be protected although the property might be necessary to pay debts. In *Sodson v. Simpson & Randolph* (p. 299) ²⁹⁸ also subsequent to *Hill v. Simpson*) the Chancellor relied strongly upon the fact that the wife of the Executor was a residuary legatee of the property conveyed in trust to secure the Executor's individual debt as rebutting the presumption of fraud. On this ground together with want of proof of actual fraud relieved the party acquiring the trust assets although such assets were necessary to pay debts - If a purchaser from an Executor who is a legatee, or whose wife is a legatee is protected although the assets may be necessary to pay debts & the consideration of the purchase may be the Executor's individual debt, upon the same principle a purchaser under the same circumstances will

be protected where the representative represents the property as his
in right of his wife & the purchaser (as in the case of Thomas &
Adams & Daniel) know the wife to be a distributee -

In Hill v Simpson in all the other cases where relief has been
granted the parties dealing with the Executor knew him to be
embarrassed - In this case Thomas & Adams & Daniel did
not so regard him & Whitehead's deposition shows he did not
so consider him nor was so regarded by the public - V. Clarke's
deposition shows by the aff. filed that Thomas & Adams subsequently
to their receiving the Bond trusted Taylor which they certainly
would not have done had they regarded him as insolvent -
In no case has the purchaser been made liable unless there
was actual fraud, or unless the Executor was known by the party
dealing with him to be embarrassed which has been regarded by
the courts as proof of fraud -

Thomas & Adams did not take the Bond in payment of an ante-
cedent debt due them by the administratrix, but for advance-
ments made for him - a distinction admitted in Hill v Simp-
son & subsequent cases 14 Ver. 354 & 362 -

In Dodson v Simpson & Randolph 22 29 it is admitted by the
Chancellor that the mere fact that the purchaser is aware that the
executor is appropriating the assets to the payment of his own debts
is not such proof of fraud as to make the purchaser liable -
There must be other circumstances showing fraud on the part of the
purchaser - This case though subsequent to Hill v Simpson does
not go to the same extent

In Graff v Castleman 5 Ram 210 - The executor was also trustee
of Real Estate

In Fish v Baret 9th Leigh 119 - The purchaser knew that the
Representative was very much embarrassed & the heavy discount
at which the sale was made was sufficient to have aroused
his suspicions (ibid 137) & was of itself a debarment -

In Jackson v Updegraff & Robt. 107 - The Executor was also trustee
of the property wanted - there was abundant proof of fraud in the case

Notes by Pltff Atty in
Reimetal

¹¹
Sonimetal & by Defatts Atty in

Compenetal
¹¹

Same -

Attorney, who they be
and! 2^d ch.

Reverend Houpas -

This suit seems to have been brought
by the p^{rs}: who are trustees for Louis
Loire who is admin^r of Margaret
Loire, with a view to recovering
from the executor the value of
bond and note, that the p^{rs}:
allege to have been transferred
by Lo: Loire to the said executor
respectively - they charge that the
said Lo: Loire was insolvent, &
paid his debts with the assets of
the estate of Mrs. Loire, with a know-
ledge of the facts. That he was invol-
-unt and that they were the assets
of Mrs. Loire but the property
of Lo: Loire - The executor deny all
fraud combination & deny all
~~knowledg~~ ^{knowledg} that Loire was insolvent, or
that 'the notes were not his own
property - They rely on the facts - 1st That
he was the husband of one of the
said testators, & they supposed the notes
were his own estate - did not know

that the said Loian has not
settled the estate of Margaret Loian,
inasmuch as of them over that Lo.
Loian said that a decision had
been made, & that he had
fallen to him - 2^d ~~on~~ the 1st.
must have his own debt to
the said: of the Loian to show
he has given his note in his
lifetime & he knows no other person
to whom to pay it -

[Faint, mostly illegible handwriting continues on the left page, possibly representing a list or further details.]

[Faint, mostly illegible handwriting continues on the right page.]

Whitney & others

Howard, Cowper
and:

Attorneys at Law

act by the
sup. atty. gen.
for the Court.

in Dodson &

Simpson &

2 Randolph

296-

This case embraces points, and principles of Law, as interesting, as difficult in their application. But we conceive the chief and only difficulty, will be removed, by retaining the well known distinction, between actual fraud, and Constructive - In the former every act of a fiduciary is avoided whether (as in this case of dealing with Executors &c) - the transaction be a sale of the funds or assets, which is the correct usual & legal form of disposing off them - or any other kind of disposition: it is the evil design and purpose which vitiates every act - no matter what the form or mode of performing it. Whereas in the latter, Constructive fraud - is founded altogether on principles of Policy - having no reference, necessarily to the design or intention of Parties, but based on the intrinsic nature of the circumstances of the transaction. In the Croft Hill facts are stated in reference to the manner of the dealings of the several ^{individual creditors} creditors of Jos. Joiner ~~advised~~ with the funds of Margaret Joiner &c? Jos. Joiner's estate; and these creditors made defendants are called upon to state the manner of these dealings. Every one, except Whitehead - admits that the bonds they received of Joiner ~~advised~~ of Margaret Joiner &c, were bonds or funds of Margaret Joiner &c; but conclude with denying all knowledge of any intention on the part of Joiner to commit a deceit - or any collusion between him & them - &c. Thus Mills Daniel says, that he received a note executed by Daniel & Co to Margaret Joiner of Jos. Joiner the ~~advised~~ and applied the proceeds to the payment of a debt which before that time Jos. Joiner owed him individually &c.

Whitehead states that on the lifetime of Mrs. Joiner he bought of her a gig for which he gave his bond to her - that Jos. Joiner qualified as her ~~advised~~, and as such produced the bond & he settled it with Joiner by giving up individual claims to Jos. Joiner -

Thomas & Adams are merchant partners - traders in Smithfield, & carry on a regularly trading, with vessels - as carriers for freight &c: between Smithfield & Napoli & elsewhere &c: Thomas on his part - says he was not privy to the terms of the negotiation of the bond executed by D. R. Mills to Mrs. Joiner, - ~~obtained~~ by Jos. Joiner & refers to the other partner Adams, who says, that ^{he advised} Jos. Joiner obtained the s^d bond from Jos. Joiner as ~~advised~~ of Mrs. Margaret Joiner - or Adams further says that Jos. Joiner "represented the bond to be his, having fallen to him Joiner as one of the distributives of Mrs. Joiner" - and on these representations "engaged Adams to buy for him goods for business in Napoli" - see here especially the Case of Fisher v. Bagot 9 Lush. 119 - and also 4 Lush 327. William v. Winston &c and in connection with this Answer of Adams see the deposition of Reay. F. Clark a clerk of Thomas & Adams. to prove how particular Messrs Adams & Thomas were before they agreed to advance not money but goods on a profit, in their regular business, to Joiner as a grocer - keeping this note as collateral security as they say - but really converting it & paying off the account of Joiner, see the account referred to in Clarke's deposition - who as well as Northcote say that Joiner at this time was totally

Jan. 34-5-

Insolvent - a subject of general conversation & notoriety &c: see 1 Vol. Lomax ^{239 page} executor for the Case of 9 Lush and 1 Vol. Lomax &c: 346-7-8-9 & notes for the principles governing this whole case - 2^d Vol. for the Case of Bullion v. Winston &c - above referred to in 4 Lush 327 -

nearly all, indeed every one of these defendants rely on the fact that Jos. Joiner was a distributee of the estate & therefore entitled &c. and conclude with a denial of knowledge of collusion or fraud &c. Now, upon examination of the principles which must govern this case - and to which we have referred in the first lines of these notes - the defendants one & all, in their answers, and the counsel who took an argument on them - simply take but one view of such transactions to wit, the good to wit, the actual fraud and collusion with an evil design &c. and totally overlook the ^{or phrase} Call, which each one presents in the statement he gives of the dealings with Joiner. They deny all collusion: and say they had no knowledge that Joiner intended to defraud the estate of Joiner - that he was a distributee & therefore entitled - forgetting it clearly appears, that in the view of Constructive fraud, in these matters - as we have above said, that actual collusion nor a knowledge on their part of his the admon's intention - are, at all, to be regarded as elements of Constructive fraud. See 1 Loman. p. 346-58. and especially page 347 - citing the conclusion case of Fisher v. Bafut. 9 Lush. 348. The question is even these several bonds - the property of Jos. Joiner - It is admitted on all hands that they were on their face the property of Mrs. Mary Joiner -; and Adams by his clerk satisfies himself that the bond to D. P. Miles. was not Joiner's individual paper - but that he held it in his representative character - in his answer & Clark's deposition -; In Pulliam v. Winston 5 Lush. 239. our court of Appeals decide that a bond taken by an admon. (to himself) for proceeds of sale of his testator's effects - is looked upon in equity - as the property of the estate, ^{until his accounts are settled,} how much more so when the "effects" if I may so speak - decedent (as in these cases) in plain language I belong not to Jos. Joiner, but to Mrs. Mary Joiner -; and some time too before his Joiner's "accounts" were settled - in fact - the dealings on the part of Thomas & Adams with Joiner was simultaneous with his qualification - see the account referred to in Clark dep. & order of his qualification - not a months difference - in fact it commenced a little before the qualification - so the circumstance afford intrinsic evidence that "Jos. Joiner as admon. in thus acting with these bonds -" was acting in the execution of his duty - that is ^{the} "true principle" - the "consistency" of the act with his duty - see 1 Loman. p. 348 - each's statements of English decision -; If bonds which on their face show them to have the property of Mrs. Joiner do not "afford intrinsic evidence" or suggest the uses to which they should be applied when found in the hands of her admon., then it is hopeless to attempt to define what is or will, and this too immediately on the death of Mrs. Joiner and in one case not a week elapsed ^{after} before his qualification - In the 38th of Page 346. 1 Loman Exr. the points are stated which call for the intervention ^{of} Chancery to look into dealings of Exr. or admon. with the funds of the deceased - bearing on this case - to wit, that the pauper took the fund (or bond) with no reference to the testator's affairs: that he took it by way of security for future advancements. That debt - (the bond in this case) was taken or assigned within a short time after the testator's death. And if he took it on the representations of the executor that

it was his by the will &c. it does not avail - it was the duty of the person dealing with him, the Exr., to satisfy himself - The assignee of the bond or effects in such cases "is bound to show that the administration (had or) was entitled to the bond" the exact language of our court of appeals - 1 Lom. 347-5. 11. - "And if the assignee" (or person who takes the paper or bond from the exr. or admon. in any matter not consistent with the duty of the admon. (which to pay debts &c.)) I say if the assignee was informed and is informed as to justify him in believing that the admon. had acquired in his own right the full property in the bond - it was held upon rule of injunction & interpleader by the obligor, that it was such a dealing with the assets of the intestate, such a concurrence of the assignee with the admon. in the appropriation of the assets to his own use, as to throw the burden of proof of the fairness of the admon.'s conduct, on the assignee; and if the admon. had been not in advance to the estate to justify him in appropriating it to himself, the assignee in Equity - could not avail himself of the transfer? Then on the words of the court in 9 Lush. 119. 1 Loman. 347-8. In which the court attached no blame to the assignee, but stated that he had every reason to believe the bond was the admon.'s own bond - How can the defendants stand up against this decision: especially Daniel, Whitney & Thomas & Adams - indeed the case of Adams is not one half as strong as this in 9. Lush. See also. Griffith v. Collemar 5 Rand. 193 - in continuation of our right to pursue in the hands of the assignee or holder of these bonds - the assets - or to recover the value of them - The defendants have deceived themselves as to the cases when an exr. sells or pledges the assets for money then advanced to the admon. - for with the money, the cash, he may pay the debts of the deceased - but when he takes bonds in payment of his individual antecedent debt - he is not paying the debts of his testator, but his own - and certainly when he takes goods of a merchant as in the case of Adams - to sell again in his business of grocery he is not in the discharge of his duty - as admon. - so money advanced, and goods advanced are very distinct - see 1 Loman. 346. 348. But say they he was a distributee: But see Pulliam v. Winston 5 Lush. and the case just cited in 9 Lush. 119. and indeed the whole doctrine of offset, as between an admon. & the distributee would alone settle the point - For a distributee buying at the sale, cannot offset his interest in the estate - against such indebtedness to the admon. - This ground then while it cannot avail defendants yet helps the sureties Cooper & Edwards - because it shows that they knew Joiner was in some way interested in the estate of Mrs. Joiner which was sufficient - to put them on inquiry as to the condition he stood in reference to the bond the defendants took of him - See 1 Lom. 349 - 2 Rand. 294: as to securities in official bonds - right to question the disposition of the assets by admon. -

Lee. B. P. Wells. Deposition -

This case has lost some what its interest, in regard to the legal point first discussed, by the testimony of Nail, & Latimer - taken since the last court, as what they establish has been ~~learned~~ ascertained since that time - They ~~are~~ show that there had been a settlement between Joiner as admin^r of Elly Joiner - and the distributees of her estate and that the bond etc were kept by Joiner by the permission & concurrence of the two execs & by her who was the true cause of the waste & it then makes just as equitable to make the executors & admin^r pay for their wrong.

Piperit. & Laurus. Fl. brown.

Chilodactylus

The care of Fisher & his brother

For the 4th inst -- see serial of 28th Nov

retains but a confused remembrance of the illness.

Further opinion & preservation of the
the Opinion of Melville - was signed by Claiborne

the language cannot stand within the whole

water - you see the water
line - I also a station from
the city for 100
to the apartment

1940 = new pub. of the Wm. A. Brown pub.

to inform President B. : the Glorious
Path from Heaven

Not needed

the best of friends - and was the best of

...of his fundamental

in the usual course of
the system & as received a

to the end of the line

My friend and admirer -

his services were so
valuable to believe

in the city of London England

Wash & S left. Wash "place" / 7/23: 7pm
at 10th St. The crowd

Ther. d. Adam - usually in m.

belonging to the same
series of material.
A specimen

of red lead ore - Malakoff

17-8-2000

(Faint handwritten notes)

1854

Driver wife

vs

Secree -

Joyner et als

Upon the Petition of the Complainant ~~for~~
in that the order made at the Oct Term 1849 in this cause
was set aside, & ^{coming}

This cause this day again ~~came~~ on to be heard
on the papers formerly read & was agreed
by counsel ~~for~~ ^{whereupon} it appearing by the
return of the ~~executions~~ ^{process} issued against Joyner & Admini-
strator of Margaret Joyner, that they are violating
of Oct Term 1848 & the decree of Oct Term 1849

~~be set aside~~ that the Defendants Irish
Joyner, John Edward & J^{rs} P^{rs} Comper pay to
the said John Driver in his own right the sum
of \$95.09 with interest from Oct 16th 1847. to the
said John Driver as administrator of Lydia
Driver deceased the sum of \$157.68 with
interest from the 16th of October 1847, as the dis-
tributable share of the said Lydia Driver in
the estate of Margaret Joyner, & to the said
John Driver as administrator of Lydia Driver
the further sum of \$47.85 with interest
from Oct 16th 1847. But before the said John
Driver as administrator of Lydia Driver de-
ceased shall have the benefit of this decree
he shall enter into bond with sufficient se-
curity in the Clerk's office of this Court
payable to Josiah Joyner as administrator
of Margaret Joyner in a penalty equal to
double the sum above decreed to him as
the distributable share of his intestate, in
the estate of Margaret Joyner, conditioned
to refund ~~the~~ ^{the} proportion of any debt or
demands which may hereafter appear
against the estate of the said Margaret
Joyner & the costs attending the recovery
of the same & the court doth further adjudge
order & decree that the said ^{Josiah Joyner} ~~defendants~~ pay

277 PP Compen

me third
to the Plaintiff ~~their~~ cost in this suit & that the
Defendant Sarah Lorien pay the residue of the
costs

funer
wife } Chauncy
as }

Lorien; Adm't

Rough been

May Term 1850

To be entered

R. H. Baker

May 10. 1850

Driver sur vs Joyner admr et al

Edwards & Conner vs Driver et al

The ^{Amended} Bill having been filed & the subpoena executed
More than two months on the defendants Mills Daniel
James Thomas John C Adams, partners under the firm &
style of Thomas & Adams, & Atkinson, Meit & Whitney, Joseph
C Pender ^{who being & being in the city of New York} failed to answer the same as taken per
ruling directed by the court & the court of appeals & the court of appeals
conferred with them and the causes coming on again to be
heard as to the ^{amended} bill on the papers formerly read the report of
Commissioner Lightfoot made pursuant to a decree of
May Term 1847 to which there is no exception & the
Court confirming the same, the answer of Joseph B
Whitehead, John Joyner Admr of Margaret Joyner &
in his own right, applications thereto, & exhibits filed & exami-
nation of witnesses was argued by counsel, on considera-
tion whereof this Court doth a judge order & decree
that John Joyner Admr of Margaret Joyner do
pay to the said John Driver in his own right the sum of
Ninety Five Dollars & Nine Cents, & to the said John Driver
as administrator of Lydia Driver deceased the sum
of One Hundred & Fifty Seven Dollars, & Sixty Eight Cents
with interest from the 16th of Oct 1847 as her distributable
share of Margaret Joyner's estate & the further sum of
Fifty Seven Dollars & Eighty Five Cents with interest
from Oct 16th 1847. But before the said John Driver ^{admr}
of Lydia ^{deceased} shall have the benefit of this decree, he shall enter
into bond with sufficient security ^{in the clerk's office of this} for a penalty equal to
double the above sum decreed to him as the distributable
share of his intestate with condition to refund due pro-
portion of any debt or demands which may afterwards appear
against the estate of his intestate & the costs attending the
recovery of such debt or demands. The Court doth further
order & decree that James Thomas & John C Adams, Mills Daniel
Joseph C Pender, Meit & Whitney appear at the next Court to

shew cause if any they can why attachment should not
be sued out against them for failing to answer the said
amended Crophill -

Done

Done

To be returned

1873

In the Circuit Supl. Court of Law & Chy. for Isle of Wight
October 19th. 1849.

Nancy

At a Circuit Superior Court of Law & Chancery held for
the County of Isle of Wight Octo. 19th. 1849.

John Driver wife & al.

Compl.

vs.

Josiah Joyner adm. of Margaret Joyner dec. & al.

Deft.

and

Jos. Edwards & al.

Compl.

vs.

Jos. Driver wife & al.

Deft.

These Causes this day again came on to be heard
on the papers formerly read & were argued by Counsel;
whereupon this Court doth adjudge order & decree that
the Petf. Crop bill in the suit of Edwards & Cooper & al.
vs. Driver & al. be dismissed, and that the costs of said
suit be mutually born by the parties, and that an issue
be directed at the bar of this Court to ascertain whether
the exhibit, &c. filed with defendants answer in their
suit of Driver wife vs. Joyner's adm. & al. be a genuine
paper & whether Josiah Joyner received the money mentioned
in said exhibit under the authority of said exhibit, or
whether he received the said money in his official character
as administrator of said.

docty.

Teste

W. P. G. G. G. G.

Durand twelfth vol.

11:

Joyce vol.

and

{ vol. 10

Edwards vol. 10

11:

Durand vol.

=

Drum et wife et als

vs

Layman Adams et als

&

Edwards & Conner et als

vs

Drum et als --

^{this day}
There comes ^{again} to be heard on the papers
formerly read & ~~was~~ arranged by Counsel. Whereupon this
Court doth adjudge order & decree that the Plaintiffs Cross
Bill in the suit of Edwards & Conner et als vs Drum et als
^{be dismissed}
& that the costs of said suit be mutually borne by the parties
& that an issue be directed at the bar of this Court to
ascertain whether the exhibit (x) filed with the Defendants
answer in the suit of Drum et wife vs Layman Adams ^{et als} be a
genuine paper & whether Josiah Joyner received the money
mentioned in said exhibit ~~under~~ the authority of said ex-
hibit, or whether he received the said money in his offi-
cial character as administrator of said.

Given at
to
Jay's Adm. Lib.

Rough beaver
Oct Term 1849

To be entered

R. H. Baker

Oct. Co. 49

At a Circuit Superior Court of Law and Chancery for the
County of Isle of Wight on the 19th day of May 1847—

1st John Driver & Bersheba his wife & Lydia Driver Pls.

against In Chancery

Josiah Soyner Admor. of Margaret Soyner decd and
in right of his wife Margaret, & John Edwards and
Tho. H. P. Cooper Defs.

2^d John Edwards & Thomas H. P. Cooper Pls.

against In Chancery

John Driver & Bersheba his wife, James Thomas and
John E. Adams Merchants v. Joseph B. Whitehead
Mills Daniel, Joseph E. Pruden, Arch. C. Atkinson
Merit J. Whitney & Lydia Driver Defs.

These causes came on this day to be heard
together, the first case in which (the sp^a having been executed and
returned more than two months) the Bill is taken for confessed,
came on to be heard on the bill & exhibits and was argued by counsel,
and the second cause in which (the Subpoena having been executed
and returned more than two months on the Defendants Arch. C. Atkinson
& Merit J. Whitney) the Bill in the said second case is taken for confessed.
as to the said Atkinson & Whitney came on to be heard on the Bill
& the answers of Joseph E. Pruden, John Driver & Bersheba his wife
Lydia Driver, Mills Daniel, Joseph B. Whitehead & Thomas & Adams—
& replication thereto and exhibits and examination of witnesses, and
was argued by counsel. On consideration whereof the Court doth
adjudge, order & decree that the Defendant Josiah Soyner Admor. of
Margaret Soyner decd. render before the Commissioner of this Court
the following accounts vizt. first an account of his transactions as
Admor. as aforesaid, & secondly a distributive account, shewing
the amount paid and advanced by the said Admor. to the several
distributives of Margaret Soyner decd. and when the same was paid,
or advanced & to whom: and the balance if any now due the said
distributives, respectively, which said accounts the said Commissioner

is directed to examine, state & report, with any matters specially
stated, deemed pertinent by himself, or required by the parties to be
so stated: & liberty is given to the Defendants Josiah Joiner & Son,
as aforesaid, John Edwards, & Thomas H. Cooper in the said
first case to file their answers. & liberty is given to the defendants
Archibald Atkinson & Merit J Whitney in the said second case to
file their answers also —

A Copy Teste
J. P. Mills Dec. 2nd 1846

A Copy Teste
Barth Lightfoot Comm.

File of Wright County — Commissioners Office June 2nd 1847.

The parties interested in the foregoing decree are
hereby notified that I have appointed Friday the 23rd of July next,
to execute the duties therein required of me — on which day at
9 O'clock A.M. they met at Mr. Edwin Morrison's Tavern in
Smithfield with the necessary proofs & documents —

Barth Lightfoot Comm.

Service acknowledged

for Joine

Thos Cooper

A Atkinson

Ino Joiner

Joseph E. Pruden by Saml B. Will at his request

W Whitehead

Robt Whitfield atty for Cooper, Edwards & Joiner

Thos J Atkinson

Mills Daniel &

Lydia Oliver

Merit J Whitney

Lesiver p.

as

Loy new admot

&

Edwards p.

as

Driver & ad



Notice

et

At a Circuit Superior Court of Law & Chancery held for the County of
Isle of Wight on the 19th day of May 1847.

1st John Dixon and Dursheba his wife & Lydia Dixon

Plffs.

Against } In Chy

Josiah Soyne, Adm^r of Margaret Soyne & in right of his
wife Margaret and John Edwards & Tho^s F. P. C. Cowper

Defos.

2nd John Edwards & Thomas F. P. Cowper

Plffs.

Against } In Chy

John Dixon & Dursheba his wife, James Thomas & John E.

Adams Merchants & Joseph P. Whitehead, Miles Davies,

Joseph E. Prudden, Arch^d. Atkinson, Merit J. Whitney and

Lydia Dixon

Defos.

These causes came on this day to be heard together, the first
case in which (the op^r having been executed and returned more than two
months) the Bill is taken for confessed, came on to be heard on the Bill,
and exhibits, and was argued by Counsel, and the second cause in
which (the subpoena having been executed and returned more than
two months on the defendants Arch^d. Atkinson & Merit J. Whitney)
the Bill in the 2^d second case is taken for confessed as to the said
Atkinson and Whitney, came on to be heard on the Bill and the
answers of Joseph E. Prudden John Dixon & Dursheba his wife,
Lydia Dixon, Miles Davies, Joseph P. Whitehead & Thomas
& Adams and replications thereto & exhibits & examination of
Witnesses and was argued by Counsel, On consideration whereof
the Court doth adjudge, order and decree that the defendant
Josiah Soyne Adm^r of Margaret Soyne dec^d. send before
the Commissioner of this Court the following Accounts Viz:
first an account of his transactions as adm^r as aforesaid,
& secondly a distributive account showing the amount paid
and advanced by the said adm^r to the several distributees
of Margaret Soyne dec^d. and when the same was so paid or
advanced and to whom, and the balance, if any, now due the
said distributees - Respectively which said Accounts the
said Commissioner is directed to examine, state & report

with any matter specially stated deemed pertinent by himself
or requires by the parties to be so stated. And liberty is given to the
defendants, Josiah Rogers Attorney as aforesaid, John Edwards
& Thomas S. P. Cooper in the said first case to file their
answers, and liberty is given to the defendants Arch^d. Atkinson
and Miss J. Whitney in the said second case to file their
answers also —

A. Copy

Teste

J. Q. Niles D.C. 1846

David
and J. P. Allen
Deputy Clerks

From 2 & 104 notice given
for settlement at the sessions
between on Friday the 23rd of June
1847

Driver & wife vs Jeynes admors. tal
& ~~case~~

Edward T. Cooper vs Driver tal

These causes came on this day
to be heard together, the first case ~~reported~~
in which (the subp^a having been executed and
returned more than two months) the Bill is
latter for confessed, came on to be heard on the
Bill, and exhibits, and was argued by counsel: &
the second ~~case on to be heard on the Bill~~
came in which (the subp^a having been executed
and returned more than two months on the 24th
Arch^d Attorney, Merit J. Whitney) the Bill in
the 2^d second case is latter for confessed as to
the said Attorney and Whitney, came on to
be heard on the Bill and the answer of Jos:
E. Pruden, John Driver & Bersheba his wife,
Lydia Driver, Mills Daniel, Joseph B. White-
head, & Thomas & Adams and replication ~~thereof~~
& exhibits, ^{& examinations of witnesses} and was argued by counsel; on
consideration whereof the doct^r ad^r or Ide^r:
that the doct^r Josiah Jeynes admors. of Margaret
Jeynes dec^d. read is before the court, of the
the following accounts viz first
court, an account of his transactions as
admors. as aforesaid, which said accounts
the said court is directed to examine, state
& report with any matter specially stated
demanded pertinent by himself or required ~~there~~
by the parties to be so stated - and liberty
is given to the doct^r Josiah Jeynes admors. as
aforesaid, John Edwards, & Tho: F. P. Cooper
in the said first case to file their answers,
and liberty is ~~also~~ given to the doct^r Arch^d.
Attorney & Merit J. Whitney in the said second
case to file their answers also -

+ second by a distributable account showing the amt
paid and advanced by the said adms to the
several distributives of Margaret Logner dec.
and when the same was so paid or advanced
and to whom and the balance, if any, now
due the said distributives respectively.

Dr. to Mr. Logner &c.

Edward, Sal & Logner.

To be entered

RHB.

Dr The Estate of Margaret Soynur decd.

1844

Mar 5	To paid Morrison & Gooden for Coffin &c	\$	16 99
"	" " paid Jos B Whitehead by staff	Taxes	9 36
Oct. 16	" paid John R. Purdie	Med. bill	9 12
"	" " paid James O Wells	Att. & nec.	15 00

Dec. 31. " This sum balance due the Estate & contra \$ 677 00
\$ 727 47

B

Account showing the amount paid by the admor. of Margaret Soynur decd. to the distributees of the Estate of

1844

Said Margaret Soynur

Mar 5	To paid John Driver	\$	139 83
"	Interest on attos till 31 st Dec. 1844		6 89
		\$	146 72

Dec 31 By the said John Drivers pro. of M. Soynur's Est. of the foregoing account $\frac{1}{3}$ 225 00
 bal: due said Driver \$ 78 94

A

In Account with Josiah Soynur, Administrator 67

1844

Jan 1	By this sum for L. Purdie's bond with Int. to 31 st Dec. '44	\$	73 14
" 9	By this sum for M. Whitney's bonds attos		31 08
" "	By this sum for Tho. Washields bond attos		40 68
Mar 5	By this sum for John Drivers bond attos		146 90
Jun 30	By this sum for J. Morrison's bond attos		109 00
Oct. 3	By this sum for L. P. Wells' bond attos		151 25
" "	By this sum for M. Denson's bond attos		33 24
Nov 16	By this sum for Tho. Pinkhams bond attos		25 18
Nov. "	By this sum for W. Whitehead's bond attos		107 00
			<u>727 47</u>

Dec 31 Due the Estate \$ 677 00

John Drivers pro.	$\frac{1}{3}$ 225 00 $\frac{1}{3}$
Lydia Drivers pro:	$\frac{1}{3}$ 225 00 $\frac{1}{3}$
Josiah Soynur pro:	$\frac{1}{3}$ 225 00 $\frac{1}{3}$
	<u>\$ 677 00</u>

To: The Estate of Margaret Soyner decd.

1844

Dec 31. To amount paid by the Admor. to this date \$ 50 47.

" " " This sum balance due the Estate 677 00
\$ 727 47

1847.

Aug 14 To amount of Judgment in favour of In:
Driver including Interest & costs to the
16th of Oct: 1847. 107 44

" " " amount of claim in favour of Lydia
Driver as one of the heirs of Polly Driver:
decd: which claim was improperly
paid to Margaret Soyner, with Int. from
Nov. 11th '43 till Oct. 16th 1847 47 85

" " " Balance due the Estate
521 71 106 62
\$ 677 00 106 62

Due the Estate \$ 628 33

Amnt. due John Driver on Judgment
yet unpaid \$ 107 44

Amnt. due Lydia Driver yet
unpaid 47 85

155 29 155 29

To be divided among the distributees to wit \$ 473 04

To John Driver 1/3 \$ 157 68

" Lydia Driver 1/3 157 68

" Josiah Soyner 1/3 157 68 \$ 473 04

Commissioners fee

Time employed 20 hours \$ 20:

Charged to Otts: John Driver & Lydia Driver

6

In Account with Josiah Soyner decd: Admor.

1844

Dec 31. By amounts received by the Admor. to this date \$ 727 47.

1847.

Aug 14 By this amount due the est. 31st Dec: 1844 \$ 677 00

" " By Interest till Oct. 16th 1847. 106 62

\$ 677 00 106 62

Due the Est. of principal \$ 521 71
plus of Int: to the 16th of Oct: '47 106 62
\$ 628 33

John Drivers pro. 1/3 157 68

Amnt. of Judgment. unpaid 107 44
265 12

paid To said Driver by the Admor. with Int: 170 03

bal: due to John Driver \$ 95 09

Lydia Drivers pro: \$ 157 68

Amnt. of claim unpaid 47 85

Amnt. due to L. Driver \$ 205 53

Commissioners Office Aug. 14th 1847

Driver & others
against
Soyner Admor. & others

Oth
In Chancery
Defts

In conformity to an order of the Circuit Superior Court of said Chancery made on the 19th of May 1847.

Your Commissioner after giving notice to the parties concerned (the notice is herewith filed marked A) proceeded to execute said Order - he first made up an account of the transactions of Josiah Soyer on the Estate of Margaret Soyer decd. marked B. by which it appears that the said Josiah Soyer is indebted to the Estate on that account, the sum of \$677.00 with Interest from the 31st of December 1844 till paid.

Your said Commissioner then made a distributive account shewing the amount advanced & paid to the heirs of said Margaret Soyer decd by the Admor. the account is marked C.

The Administrator on the 5th of March 1844 advanced to John Driver the sum of \$139.83 & his receipt herewith filed: the Interest thereon to the 31st of December 1844 makes the sum of \$146.72. which sum deducted from \$225.66 (being the portion of each distributee) leaves the sum of \$78.94 due to said John Driver in right of his wife Versheba with Interest.

It does not appear to your Commissioner that the Admor. has advanced to Lydia Driver any thing: he is therefore indebted to the said Lydia Driver the sum of \$225.66 (being her portion of the amount due, & the foregoing account) with Interest thereon from the said 31st of Dec. 1844 till paid.

The said Josiah Soyer, the Admor. is entitled to retain \$225.66 the balance in his hands, he being the husband of Margaret Soyer one of the distributees of said Margaret Soyer decd.

Your Commissioner is informed that there are debts yet due and unpaid, against the Estate of Margaret Soyer decd: one in favour of the Plaintiff John Driver on a Judgment rendered in the Sup^r Court at May term 1847 amounting to \$107.44 including debt, Interest & cost to Oct. 10th 1847.

Also another claim against said Estate in favour of the Plt. Lydia Driver, - for the said Lydia Drivers Interest in the estate of her deceased Sister Polly Soyer, which was improperly paid to Margaret Soyer decd. in her lifetime - which claim amounts to \$47.85 including Interest to Oct. 10th 1847.

And at the request of the Counsel for the said Oth. I have stated a Second account marked D. In that account your Comm^r has brought the amount of those two claims - which amounts he has deducted from the amount due by Josiah Soyer Admor. as aforesaid on his Admor. account (that is to say) \$677.00. which leaves including Interest to Oct. 10th 1847 \$473.04 to be divided among the distributees of said M^r. Soyer decd.

John Driver one of the distributees is entitled to $\frac{1}{3}$ \$157.08
Amount of his Judgment unpaid $\frac{1}{3}$ 107.44
\$265.12

Paid to said John Driver one of the Distributees $\frac{1}{3}$ 170.03
including Int. to Oct. 10th 1847
due to John Driver $\frac{1}{3}$ \$93.09

Lydia Driver one of the distributees is entitled to $\frac{1}{3}$ 157.08
Amt. of her claim unpaid, including Int. $\frac{1}{3}$ 47.85
\$205.53

The remaining \$157.08 the said Josiah Soyer, the Admor. he being the husband of Margaret Soyer, one of the distributees - has a right to retain in his hands -

All of which is respectfully submitted to the Court.
Barth. Lightfoot Comr.

Me of Right County, to wit, This day Barth. Lightfoot made oath before me a Justice of the Peace for the said County - that the time charged for making up the foregoing report is just & proper.
Given under my hand this 20th day of August 1847.

Wm. L. Lister

Driver & ad
vs. ³ Repou
Loyners Admor & ad

Folio Sept. 6. 1827.

The deposition of Joseph B Whitehead taken between the hours of 9 AM & 6 PM on the 29th day of Sept 1848 at the Office of C. B. Hayden in the town of Smithfield Isle of Wight Co. Va to be read as evidence on behalf of John Driver in his own right & a administrator of Lydia Driver dead in a Chancery suit now pending in the Circuit Sup Court of Land & Chancery for the County of Isle of Wight in which John Edwards & T F P Conper are Plffs & the said John Driver in the character of said & Sarah Driver in his own right & Admrs of Margaret Driver et als are Defendants. ---

The deponent being first duly sworn on the Holy Evangelists deposes & says as follows to the following questions propounded by ~~the~~ Attorney for the Driver -

Q^{uest} 1st - Are you acquainted with the hand writing of John Driver & Lydia Driver? - Ans -

Ans^r. I am well acquainted with the hand writing of John Driver and only tolerably acquainted with the hand writing of Lydia Driver

Q^{uest} 2nd - State whether or not in your opinion the exhibit X filed in the Assn of Sarah Sawyer & with the Bill of Edwards & Conper in this cause & purporting to be an order on you in favour of Sarah Sawyer for the sum of One Hundred Dollars & the interest thereon due by Jas B Southall & payable to Mrs Margaret Driver signed by Lydia Driver & John Driver is or not in the hand writing of Lydia Driver, & John Driver? - Ans -

Ans^r. I say most emphatically that the names purporting to be John Driver's & Lydia Driver's signed to exhibit X were not signed by the ^{or writing} Lydia Driver or John Driver or in the hand writing of the said parties

Q^{uest} 3rd - State whether or not the said order was ever presented to you by the said Sarah Driver or any other person. Ans - . Ans^r the said order was never presented to me by any person for payment

Ques 4th When & where did you first see the said order?
Ans I never saw the order until it was filed
in this cause

Ques 5th Did you pay the money alluded to in the said
order as due on Jas B Southall Bond debts to
whom? - Ans -

Ques 6th I paid the money alluded to in the order
to Josiah Layner Adm^r of Margaret Layner
see the receipt in the Court office
on an attested copy of the report
of Commissioner in the decision of Thos
Layner's slaves filed in my answer in
this cause

Ques 6th Did you pay the said money to the said Josner
in his official character as administrator of said, or
in his individual character? Ans -

Ans I paid to Josiah Layner in his official
character as Adm^r of Margaret Layner
one hundred dollars rec receipt named
being the money alluded in 1st Order.

Ques 7th Expenses of said. Counsel.

Ques 8th Look at Exhibit "G" filed in the cause, with the answer of Jos. Josner & with
copy of receipt. It says whether the item marked as no "3" to wit "As Adm^r of
Mrs Josner \$100" is the sum referred to in the receipt just above spoken of.
I explain also, the accounts on said exhibit as against & in favour of Jos. Josner.
especially the item no 5 to wit "p^d by Receipt \$93.04."

Ans The one hundred named in the question
above is ~~not~~ marked no 3 in the same sum
named in the receipt. the sum ^{marked no 5} \$93.04 was
paid in cash having received a part of Dr
McSouthall's bond before the whole was paid

Signed
M. Whitehead

Another Ques. When did Mr. Josner die.

Ans Sometime in the latter part of 1843
I think in November ~~that year~~

The foregoing deposition was taken before me to & subscribed at
the time & place mentioned in the Caption before
me a Justice of the Peace for the County of St. John
this 29th day of Sept 1848 -

J. B. Thompson J.P.

Drum & wife to s.

at $\frac{1}{2}$ Depo. of
J. B. Whitcomb
& als.
Edward H. W. p.

Sept. 30. 1868 Corn
to hand under seal,
& filed.

Watson P. Jordan in response to the same question proposed by Mr. Whitehead says -

The land of Joyner referred to was under a deed of trust to me for about \$1040.70, ^{with interest how much I do not know.} which amt. was paid to me by E. & F. Bain who became the purchaser of the said land from Joyner at about 15 or \$1500. the difference between my debt and the amt. the land sold for I do not know what became of. I do not know of my own knowledge whether Joyner was at that time insolvent or not. but I heard it ^{as a rumour} of me I think such was the current impression. that he was a notorious insolvent.

W. P. Jordan

Question proposed by the Counsel for Thomas Adams
Mills Daniel to ^{London P. Jordan} Mr B. Whitehead, to be read by consent as
a part of his deposition -

Question 1st What was your opinion of the solvency of Josiah
Soyner at the time of the transactions referred to in
your deposition? -

Question 2nd - What was the general reputation of Josiah Soyner
at that time for solvency? -

Answer to question 1st Not long before the time referred
to, Josiah Soyner had sold his land for a good
price and had reformed his habits as I
believed, and his Mother, ^{perhaps} Mrs Margaret
Soyner had died, and from these circum-
stances I had no doubt of his being solvent
and had he asked me I would without
hesitation have become his security
for the administration on Mrs Mary
Soyner's Est.

Answer to Question 2nd I have no reason to
believe that he was, ^{believed} at the time referred
to by the public to be insolvent, but as far
as I know he was regarded by the public
generally as solvent.

B. Whitehead

The Joint and separate Answer of John Edwards and Thos. P. M. Cooper
to a Bill of Complaint filed at their s^{ts} by Drivers' &c.

These defendants saving ordering to themselves time & at all times hereafter
all manner of benefit: for Answer to so much of said Bill as they are advised
it is material for them to answer unto, say that it is true they became
sureties for Josiah Syner in the administration Bond created by him, and
required by law, on his, s^r Syner's, qualification on the estate of Mrs Margaret
Syner de^d; but as to the other allegations in s^d Bill affecting their liability, it is
impossible for them to speak with much certainty & accuracy, and so therefore
as a necessary means of protecting themselves from injustice & injury call for the
strictest proof of the supposed delinquencies of their principals: and these respondents
further say that as far as they can inform themselves of the facts referred to
in s^d Joines's (Joish) answer, they are not only true, but should properly legally
exonerate them from the liability sought to be imposed by the Complainants
and for the purpose of grounding a defence to the claims of s^d Compts, as well as
a foundation to preliminary to other proceedings which, it may be proper
to institute to aid in s^d defence - these respondents do herein refer to the said
Answer of s^r Josiah Syner above as aforesaid, in this cause filed - and to the
facts therein detailed respecting the advancements made to complainants
&c. &c. &c. - wishing that the same be brought into "Hutchpicks" in the
administration of estate of s^d deceased if necessary & meet - and also to the error in
the specification of the debts s^d said to have been due the estate of deceased - and the
misappropriation of the same with the commingling of the debts to objects foreign
to a proper & legal administration of s^d estate - and in all other particulars touching
a just & equitable defence in his s^r Syner's Answer - as part & parts of this Answer
to be made a portion of hereof, (to save repetition) and be considered as incorporated herein
as fully & completely to all intents & purposes, so far the specific objects aforesaid, as much as

as if they (the said facts in 3^d answer of Jeynes) were here in set forth with
the utmost minuteness & particularity and their opponents denying
all collusion or fraud as to themselves imputed and but ready to meet at all times
their fair & just liabilities, he & we are to be satisfied &c - -

John Edwards aged
of T. P. Couper

he Jeynes comes to wit:

John Edwards & Thomas J. P. Couper

personally appeared before me a justice of the peace for the County
of Sussex, and made oath that the facts as above stated in their joint
& several answer, are true as far as they know or believe -

Given under my hand and the 24th day of July 1846

Thornion J. P. D.

he Jeynes comes to wit:

John Edwards personally appeared before me and a
justice of the peace for the County of Sussex & made oath
that the facts contained in his answer above set forth
are true to the best of his knowledge & belief

Given under my hand and the 3^d day of Aug 1846

Wm. S. Latimer J. P. D.

Know all men

Eduardo, ~~Alfonso~~

Drum & Wife Vol.

n: $\frac{3}{4}$ Chf.

Loynen Vol

Answer of Lino. Edwards
& J. F. O. P. Couper filed
Aug. 20th 1846 by
Consent of P. H. P. atts.

To Josiah Towner

Sir Take notice that on
the 29th day of Sept ——— between the hours
of 9 AM & 6 PM of that day, at the Office of
C.B. Hayden in the town of Smithfield I shall pro-
ceed to take the deposition of Jos B Whithead & others
to be used as evidence for me in a suit now pending
in the Circuit Sup Ct of Land & Chancery for the County
of Isle of Wight in which John Edwards & T F M Cooper
are ~~Plffs~~ ~~vs~~ ~~in~~ ~~an~~ ~~own~~ ~~rights~~ & as Admts of Lydia
Driver, you in your own rights & as Admts of
Margaret Towner et al are defendants: & if from any
cause the taking of the said depositions shall
not be commenced, or being commenced should not
be completed on that day, the taking of the same
will be adjourned from time to time until the
said depositions shall be completed. Given under
my hand this 12th day of September 1848
John Driver for C.B. Hayden his Atty

I aforesaid service of the above notice
Sept 28. 1848

N.H. Whitfield Atty
for Cooper, Edwards
& Jos Towner

The Commonwealth of Virginia To the shuff of
~~Suffolk~~ ^{Suffolk} County, Genting. Whereas John Drier &
Bersheba his wife, and Lydia Drier heretofore
exhibited to our Circuit Superior Court of Law
and Chancery for the County of Isle of Wight,
their bill of Complaint against Isaac Joiner
in his own right, and as administrator of Margaret
Dyer, John Edwards and Thomas H. P. Cusher,
whereupon sundry proceedings have been had as appears
from the records & files of said Court, but before a
final decree could be pronounced in said Cause
The said Lydia Drier departed this life, and administration
of all and singular her goods, chattels & credits, hath been
in due form, committed to John Drier. Therefore, on
the motion of the said John Drier & Bersheba his wife,
we commanded you that you make known according to
said Superior Court, John Edwards, and Thomas H. P. Cusher
said to the said ~~John Drier~~ ^{John Drier} ~~as administrator of Lydia Drier~~,
that they be before the Judge of the said Circuit Superior
Court of Law & Chancery, for the County of Isle of Wight,
at the Clerk's office of said County, on the first Monday
in October next to show Cause if anything said, why
the said suit should not be proceeded in to a final
decree & be in all other respects in the same plight
& condition as it was at the time of the death of the
said Lydia Drier, and further to do and receive what
our said Court shall in that part consider.

And have them thus this writ Witness A. P. Goring,
Clerk of our said Court at the Court house, the 20th
day of September 1848 in the 75th year of the
Commonwealth.

A. P. Goring C.

Dauber Wife
to: 3/4 Hens.
Linn's tal.

To October 1848.

Hayden prof.

Executed
37th. Sept. 1848

C. L. Ballard did
for Josiah Cleyes

To Messrs John Edwards & J F P Cooper

Gentlemen, Take

notice that on the 29th day of Sept — next between the
Hours of 9 AM & 6 PM of that day, at the Office of
C. B. Hayden in the town of Smithfield Isle of Wight County
Va I shall proceed to take the deposition of Jos B White-
head & others to be used as evidence ~~for me~~ in a suit now
pending in the Circuit Sup Court of Lam & Chan any for
the County of Isle of Wight, in which I in my own right as
administrator of Sydin River deid ~~et al~~ am defendant
You are Plffs; & from any cause the taking of the
said deposition shall not be commenced, or being com-
menced should not be completed on that day, the taking
of the same will be adjourned from time to time un-
til the said depositions shall be completed. Given
under my hand this 12th day of September 1868

John River for

C. B. Hayden his Atty -

I a copy of the service of the above notice

Rev. A. Whitfield

Atty for Cooper, Edwards

& M. Turner &

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU TO SUMMON *Josiah Jinner, as Administrator*
of Margaret Jinner & in right of his wife & Margaret his
wife, & John Edwards & J. F. C. Cowper

to appear before the Judge of the Circuit superior Court of Law and Chancery for the County of Isle
of Wight, at the Court House of said county, on the first Monday in *October* next,
being rule day, to answer a bill in Chancery in the said Court exhibited against *them* by *John*
Davis & Busheta his wife & Lydia Davis

and if *they* shall fail to answer the Bill within two months thereafter, the Court will take the said
Bill for confessed, and proceed to decree the matter thereof accordingly. And have then there this

Writ.—Witness Nathaniel P. Young, Clerk of our said Court, at the Court House, this *26th*
day of *Sept.* 1845, in the *70th* year of the Commonwealth.

N. P. Young

Driver tabs:

vs. $\frac{1}{2}$ Sp. in chyp

Joiner tabs:

To Oct. 1845-

Hayden p. 9.

Oct. 6th 1845. - Executed by delivering a true copy
of the within spec. in chyp. to each person

Given Mr. Moberg by
for S. A. M. Johnson

The answer of Josiah Joyner administrator of Margaret Joyner dec. to the Bill of Jos. Driver & Hannah his wife & Lydia Driver. Complainants &c. filed in the District Court of Sawdoy, for the County of Isle of Wight &c.

This defendant having & reserving to himself, now & at all times hereafter all manner of benefit &c. - for answer to the said Bill, or to so much thereof as he is advised is, in anywise material or necessary for him to make answer unto, answers and says, that it is true, as in the 1st Bill is alleged, that he and the complainants occupy or shared in the relation of distributees of the 2^d Margaret Joyner dec. on whom estate this defendant (with the 3^d Edwards & Cooper his securities, & qualify took out letters of administration, &c.) and that this defendant proceeded to collect the funds, goods &c. of his intestate with reference to the proper discharge of his duties, but whilst he has to lament that from many causes, his own individual embarrassments, with the pressure of a growing family to support with very limited resources, he may not have duly applied the funds in a proper course of administration, yet he avers that upon a final settlement of the estate of Mrs Joyner his intestate, there will be paid nothing due to the other distributees, to Jos. Driver in right of his wife Hannah and Lydia Driver the complainants & daughters of the 1st deceased - In your respondent further answering, says, that the said Jos. Driver was advanced in the lifetime of his Mother in Law (by her (the 1st Magt. Joyner dec.)) - in the sum of three hundred dollars, the purchase money (or part thereof) of a tract of ^{land} which, belonging to the 1st Magt. Joyner, she sold to George Hall - and which was advanced to the 1st Jos. Driver who used the same in the purchase of another tract which he now owns & has enjoyed ever since - which, in the distribution of the estate of Magt. Joyner dec., being brought in "Kolek polen", as this respondent is advised should be, will show that the 1st Jos. Driver is entitled to claim nothing from the estate of the 1st deceased - and furthermore this defendant denies that that

he can be made responsible to any claim which the ^{1st} complainant, Geo. Briner, can set up to the bond of \$130, due by him to the ^{1st} Estate, because he in that ^{1st} will specified; because he says, that the ^{1st} Geo. Briner has already been p^d over that bond, or the amt. due thereon - ~~in~~ as so much of his distributable share - this respondent supposing that there would be sufficient to pay the debt beside ^{of} that sum would be about his proportion of the surplus; as will appear by the receipt of S^r Geo. Briner of the 5th March 1844 - made "Z" hereto annexed to pay & to be taken as a part of his answer &c. This defendant further answering says that the ^{1st} Lydia Briner was by her mother the ^{1st} Magent Jyner ^{or} in her will, in the person of Dolphin Briner the husband of the ^{1st} Lydia - advanced to an amount much greater, than the what the value of the surplus of the estate of the ^{1st} Magt. Jyner was, which surplus upon principles of Justice & law recognizing in this distribution the principle of "blood & kin", should belong to your respondent, in right of his wife, Margaret - one of the three daughters ^{of the sole distributees} of the said Magent Jyner ^{or} dec^d; and that such was the impression of the said intestate, is obvious from the fact, that she ~~had~~ made two wills in each of which she gave the property she then owned to the wife of this respondent. It is true neither will could be produced, though one was executed not very long before her death - and lost or pretended to be destroyed under such circumstances as to induce this respondent to allege - with the view of protecting ^{up} his creditors from harm - that it ought to be, & perhaps can be, set ^{up} & established in Equity. This defendant, furthermore says, in regard to the several bonds in the said will specified, that many errors are made - as to the bond Mt. Mrs. M. Baskied it was only for \$45.00, instead of \$150 (as stated in the will) - given for the hire of a

negro man Harry - who was sold before the expiration of the year - and in consequence of a ^{Sale} ~~consequence~~ of ^{his} ~~consequence~~, Baskied only p^d \$39 38^{cts} on the bond which this respondent admits he p^d over to Miles Daniel to satisfy an individual claim Daniel had of him. and all the other bonds therein (^{1st} will) specified as far as correct in amt., this respondent says, owing to his entanglements & pecuniary difficulties aforesaid - were used by this respondent - in settling claims which the several debtors had against him (Jyner) individually some to the full extent, others to a portion of the ^{1st} debt. - though in regard to the bond alleged to be due by James B. Southall - there are the facts - by a statement hereto filed marked "y" & prayed &c. A negro man ^{named Harry} in which Mrs. Magt Jyner had her life interest - as widow of her late husband that Jyner ^{or} dec^d, was for reasons satisfactory to the county court of the County of - sold by (Whitehead (Lo. B.) Coroner; and in lieu of her life interest, in the money - it was decreed that Magt Jyner receive \$100. in full for same - the amt. was loaned to Jos. B. Southall - the ^{1st} Coroner Whitehead was empowered to collect this fund, & distribute this fund - in doing which it was proper he should pay the \$100. to this respondent ~~to the respondent~~ - as the adm^r of Magt Jyner ^{or} dec^d - upon the settlement, the ^{1st} Whitehead had claims of this defendant individually to the full amt. of \$100 - and it was this way p^d over - this respondent never in truth rec^d a dollar in cash or ad^{va} - It is true, that since the death of Magt Jyner ^{or} dec^d before the qualification of this defendant on her estate - the said Whitehead as Coroner aforesaid, was authorized & empowered to pay over to Josiah Jyner individually the hundred dollars & perhaps Whitehead may have acted under this order - if so, the ^{1st} Lydia Briner & John Briner, designed & died trust in regard to this amt. of \$100, due from Southall, from the ^{1st} Jyner as individual & not as adm^r -

¹⁴
To the Honorable Richard W Baker Judge of the
Circuit Superior Court of Land & Chancery for
the County of Isle of Wight, your complainants
Jno Driver & Beulah Driver his wife & Jno Driver
as administrators of Lydia Driver demand
humbly complaining represent to the court that
at the Oct Term 1847 of this court, in a suit
in Chancery in this court depending between your
complainants aforesaid & Josiah Torner adminis-
trator of Margaret Torner dec'd & the said Josiah Torner
in right of his wife Margaret Torner, John Edwards
& F F P Cooper as securities of the said Josiah Torner
as admits aforesaid the court made an order
directing an issue to be tried at the bar of this
court to ascertain whether the exhibit (K) filed
as an exhibit with & a part of the defendants
answer in this cause was a genuine paper
or not whether Josiah Torner received the
money mentioned in said exhibit or whether
he received the said money in his official
character as administrator of Margaret Sey-
ner - your complainants allege that the said
order was improperly granted, because this
court by an order entered at its Oct Term 1848
granted a decree against the said Josiah
Torner as admits as aforesaid in favour of John
Driver ^{in his own right} for the sum of \$95.09 with interest from
Oct 16th 1847 - & as administrator of Lydia Driver
the sum of \$157.68 with interest from the 16th
of Oct 1847 - & the further sum of \$47.85 cents
with interest from Oct 16th 1847 - (as will appear
from the decree aforesaid) by which decree
the court affirmed the said exhibit not
to be genuine & that the said money was
not paid on the exhibit aforesaid but was

paid to the said Josiah Soyner as administrator
aforesaid as there amounts are shown by the
report of the commission to be due from the
said Soyner as administrator including the
amount mentioned in said exhibit (X) which
in said report is charged the administrator
as ~~declined~~ in that capacity - which said last
mentioned decree is still in force & execution
has issued thereon against the said Soyner
returned no effects - your complainants
charge that the said Soyner administrator
as aforesaid as avowed in the complaint's bill
is insolvent & they pray that the defendants
John Edwards & F F P Con for securities of the
said administrator may pay & satisfy the
amount shown by the said decree to be due
from the said Josiah Soyner on the settlement
of his transaction as administrator & c

Hayden Atty for Comptts

Union
of
wife

^{is}
Seymour & daughter

Petition

To the Honorable Richard H. Baker, Judge of the Circuit Sup^r Ct of Law & Chancery for the County of Ed of
Wight, Humbly complaining sheweth to your Honour
your complainant John Viner & Beersheba his wife,
& Lydia Viner that Margaret Joyner deceased, late
widow of Thomas Joyner, departed this life in the
year 1843, intestate, possessed of & well entitled to considerable personal estate of great value & greatly more than
sufficient to satisfy & pay all her just debts & general ex-
penses. The said intestate left as her sole distributees
at law her three daughters, to wit her daughter
Beersheba who married John Viner, & a second
daughter Lydia Viner, late Joyner, widow of Vol-
phur Viner, your complainant in this bill, & a
third daughter Marg^{ret} Joyner, late Joyner, who is in-
termarried with Josiah Joyner, defendants in this suit.
That sometime after the death of the said Margaret, to
wit on the 4th of Dec 1843, her son in law the aforesaid
Josiah, as appears by the attested copy of the certifi-
cate herewith filed as a part of this bill marked (A),
obtained letters of administration on the estate of
the aforesaid Margaret, & the said Josiah Joyner,
with John Edwards & T. F. P. Cooper as his securities
entered into an administration bond in the pen-
alty of three thousand dollars conditioned as the
law directs. an attested copy of this bond is here-
with filed as a part of this bill marked B.
That the said Josiah after such qualification as
administrator aforesaid, did by virtue thereof dis-
pose himself of the personal estate of the said
Margaret deceased, which were of her at the time
of her death, consisting of bonds of a large amount,
among others, one of Thomas Washfield for \$150, due
Oct 3^d 1843. — one of the Morrison for \$100, due June 3^d 1843 —
one of Marcus Benson for \$32.75, due Oct 3^d 1843, — one of
Ment Whitney for \$39, due Jan 4th 1843 — one of Geo. Finley
for \$130, due Jan 1st 1842 — one of Thomas W. Pinckney & Mary
Byzle for \$25, due Nov 1st 1844 — one of Joseph B. Whitehead
for \$125, due Nov 1st 1843 — one of Jas B. Southall's amt. not
collected — besides other property of great value & more
than sufficient to pay & satisfy all her just debts
& general expenses with a large surplus or residue,
which residue became distributable in equal
shares & proportions among the aforesaid dis-
tributees according to the statute made respect-
ing the distribution of intestates personal estate,

Your complainants charge that the estate is in a condition to settle & distribute as the debts due the estate were long since collected & the few debts due by it were small in amount & long since paid off, a large surplus & residue being still in the administrator's hands, which he has appropriated to his own use & there is nothing that hinders or prevents the settlement of the estate & its distribution; but notwithstanding your complainants have frequently by themselves & their agents applied to the said administrator to make an inventory of the goods, chattels & credits of the said Margaret, & to make a full true & correct list of the personal estate effects of the said intestate, & to pay to your complainants their distributive share of the clear residue thereof, which the said admin^r has ever refused to do, & still refuses in violation of his duty as admin^r, & the condition of the aforesaid bond much to the injury of your complainants. In tender consideration whereof, & for as much as your complainants are without remedy at law, & can only be relieved by this most honorable Court of Chancery, your complainants pray that the said Josiah Pinner as admin^r aforesaid & in right of his wife the said Margaret the said Margaret & the Securities of the said administrator the said John Edwards & 77 PP Comper may be made parties defendant to this bill & be compelled to answer the same fully & unreservedly, & that the said Josiah Pinner may be required by a decree of this Court to return to this Court an inventory of the goods, chattels & credits of his intestate which have come to the hands, possession, or knowledge of him the said administrator, & that an account may be taken by the commissioners of this Court, by & under the decree & direction of this Court of the personal effects & estate of the said Margaret, possessed by or come to the hands of the said administrator, or to the hands of any other person, or persons by his order to his use; & also that the personal estate of the said intestate may be applied in a due course of administration, & that the clear residue thereof may be ascertained by the commissioners & that the commissioners may further take an account of the dealings & transactions of the said administrator & your complainants & the balance due them as contained & paid to your complainants as distrib-

utes & be paid that such further relief may be granted by your worship in the premises, as may comport with equity & good conscience & your complainants in duty bound will ever pray &c -

I lay claim, &c for the
Complainants -

Home L.

W. } Bill L.

Home L.

Crop Bill

2 Rob 318

Story 311 bez

2 John Rep 470. 475.

Malversation

English cany fe

7 Virg 152

17 Virg 151.

6 C. Ch. Rep 531.

7 do do. 73

Virg. & other authorities

virg.

2 Rand Rep 294.

5 Rand: Rep. 194

9. Leigh 119.

1 Rob. Rep. 167

7 John: 27-150

John Driver and wife &
others.

Bill to

vs.

Josiah Joiner & al.

October rules 1845. Bill to file
and sp. act. executed.

December rules 1845. set for
hearing.

May term 1847. Decree
su. o. b. o. R. p. 187.

May term 1848. Continued

Octo. 1848. Decree in
the suit & the copy sent
together. S. R. p. 226.

Octo. term 1849 decree
S. R. p. 228.

May 1850. final decree.

95.09
205.53
300.62

202