1854-002 Chancery Causes: Moses Atkins vs John E. Adams, Trustee, Robert Holleman, John T. Holleman & Junius O. Atkins, by v c
Isle of Wight County

other SURNames: GRAY, COFER, Hayden, Bond, Moody, Dews

Atkins — } In
vs } Chancery
Hollenback &c

Complainants
Bill —

1852.
April rules. Subd. sup. Bill
filed — N. B. Young a[illegible] gov. ad
litem to def. infts. defts. his and
filed 4 pro. def. And issue issd
&c. &c. other defendts.

May rules 1852 Sett
for hearing.

May Term 1852 Cond.

July 5th 1852. and. of
Jno. E. Adams filed 4 pro. def.

Octo. 1852. Plains cond.

Feby. 7. 1853 Depos. filed
4 pltf.

May 1853. Decree. A. B. No. 2.
p. 8.

Octo. 1853 Com. for exs.
May 1854 Exd. A. B. p. 24

[illegible]

in the marriage contract from which the said Mary Holleman derived her authority to appoint the property mentioned in said writing purporting to be her last will & testament — an office copy of said instrument in writing with the order of Exhibit C { Court rejecting the same when offered for probate is herewith filed as a part of this bill marked (C) — that at the same term of the said Court, after the rejecting of the said instrument as the last will & testament of the said Mary Atkins, your complainant qualified as the administrator of the said Mary his wife, as will appear from the annexed attested Exhibit D { copy of his certificate of qualification marked (D) here with filed & prayed to be taken as a part of this bill — that the said instrument purported to dispose not only of the trust property, aforesaid, but the Household property which belonged to the said Mary prior to her marriage with your complainant & possessed by him during her coverture with him which not being secured in said marriage contract, to the said Mary, belonged absolutely to your said complainant by virtue of his marital rights & hence as to that portion of the property, the said disposition thereof was void for the want of your complainants consent to the same, which consent your complainant never gave — that the said attempted appointment of the trust property was void for the failure of the said Mary to comply with the provisions of the power given her by the said marriage contract, & as the said contract did not dispose of the trust property on failure of appointment by the said Mary, your complainant is informed that as administrator of his late wife he has a right to reduce the same into his possession, & in his own right is entitled thereto subject to the debts of the said Mary if any — that the said Mary left two sons by her former marriage, Robert Holleman & Thos J Holleman, & a third son Francis O Atkins, an infant child of your complainant & the said Mary, all of which three children are the beneficiaries of the said attempted appointment — that your said complainant has a right to require the said Jno E Adams trustee as aforesaid to appropriate so much of the said trust property as may be necessary for that purpose to discharge the bond aforesaid & pay over the surplus of said trust property to your complainant as administrator aforesaid, but the said trustee is unwilling to pay over the trust funds to your complainant as the same are claimed by the three children aforesaid under the said pretended appointment in consideration whereof, & forasmuch as your complainant is without remedy at law & can only be relieved by this honorable Court of equity where matters of this sort are cognizable your complainant prays that the said Jno E Adams in his own right & as trustee aforesaid, the said Robert Holleman, Thos J Holleman & the said infant Francis O Atkins by some person appointed his Guardian ad litem may be made parties defendant to this bill, & be required to answer the same — that the said Jno E Adams in his own right be required to disclose the amount due on the bond aforesaid & also that an account may be taken of the transactions of the said Jno E Adams as trustee aforesaid & that this Honorable Court will decree that the said John E Adams trustee as aforesaid shall pay to your complainant whatever amount may be found to be due him as intent during the coverture, out of the principal of the said trust fund discharge the bond aforesaid & pay over to your complainant as administrator aforesaid the surplus of said trust fund & that your complainant may have such other & further relief in the premises as to your Honor may seem meet & the circumstances of the case require & your complainant will ever pray &c &c

Hayden p.s. —

your complainant the said Moses surviving — that pursuant to the provisions of said contract Josiah Holleman one of the trustees aforesaid proceeded to collect the said claim & received a portion thereof & during the life of the said Josiah he paid over to your complainant the profits of the portion received in pursuance of the said contract — that after the death of the said Josiah Holleman who had solely acted as trustee under the said marriage contract, by a decree of the Circuit Court of Isle of Wight pronounced at the Oct term 1849 in the cause of

Atkins vs Atkins et als

the said James Gray the surviving trustee was removed & Jno E Adams appointed in his place to discharge the trusts created by the marriage contract aforesaid & under the said decree the said Jno E Adams as trustee aforesaid received from Isaac Cofer Admr of Josiah Holleman late trustee as aforesaid the sum of $ 3 11. 88 being the balance of the trust fund remaining in his hands & from C B Hayden, administrator de bonis non of Mary Bond (through whom the said Mary Holleman derived the said revolutionary claim) the further sum of $ 469.36, making the trust fund in his hands as trustee aforesaid after paying thereout the costs of said suit the sum of $ 1192.57 which amount to the sum of $ 892.57 which sum & deducting commissions & the commissions received by the said Jno E Adams now holds & the intent on which during the joint lives of your complainant & the said Mary his wife was under the provisions of said contract to be paid to your complainant & which the said trustee has partially done — that during the life of the said Mary her son Jno T Holleman (by a former marriage) about to engage in business & being without the necessary capital for that purpose borrowed of the said Jno E Adams the sum of $ 300 — for which amt the said Jno T Holleman on the 10th day of May 1850 executed his bond to the said Adams with your complainant as security, your complainant becoming so at the solicitation of the said Mary his wife, the mother of the said Jno T Holleman & with the assurance on the part of the said Mary that she would secure the payment of the said debt out of the said trust fund by exercising her power of appointment of the same under the said marriage contract — that in pursuance of the said understanding the said Mary on the 30th day of September 1850 under the provisions of the said marriage contract & in accordance therewith, by a deed of writing under her hand & seal, attested by three credible witnesses to take effect on the death of the said Mary, directed the said trustee out of the said trustee to pay so much of the said debt due by the bond aforesaid, as might be due thereon at her death, or to pay & satisfy the said Moses Atkins your complainant as aforesaid such an amount as the said Moses might have paid thereon, but if the said bond should be wholly paid off & satisfied by the said John T Holleman, then the above writing was to be void — as will appear from the said original writing marked (B) & herewith filed as a part of this bill which writing on the 3 day of March 1851 was recorded in the clerks office of the county court of Isle of Wight as shown by the clerks certificate thereon — that the said John T Holleman has paid no portion of the said debt, principal & interest & the same is now due & unpaid & your complainant is liable at any time to be called on as the surety of the said Holleman to satisfy the said bond — that as charged aforesaid the said Mary Atkins late Holleman wife of your complainant on the 17th day of July 1851 departed this life in the county aforesaid when she had resided during her coverture with your complainant — that on the 28th of February 1851 prior to her death executed an instrument purporting to be her last will & testament, with a codicil annexed, attested by only two witnesses not present at the same time, which instrument was by Jno E Adams who was therein nominated as executor, at the March term of the county court offered for probat, when the said Court rejected the said instrument as not properly executed under the power in

"To the Honorable Richard H Baker Judge of the Circuit Court of the County of Isle of Wight in Chancery sitting, humbly complaining, sheweth to the court, your complainant Moses Atkins, that on the 9th day of March, 1840, your complainant & one Mary Holleman, in contemplation of an intermariage between them, entered into a certain marriage contract, by which the interest of the said Mary in her own right in a revolutionary claim described in said contract, was conveyed to Josiah Holleman & James Gray in trust that the said trustees should during the coverture of the said Moses & Mary, pay over to the said Moses the interest & profits of the said revolutionary claim, & on the death of the said Moses, the said Mary surviving him pay over to the said Mary absolutely the said claim, but should the said Mary predecease the said Moses then the said trustees were to pay over the said trust fund to such persons & persons as the said Mary by any writing, or writings under her hand & seal attested by three or more credible witnesses or by her last will & testament in writing under her hand & seal published & declared in the presence of the like number of witnesses, direct, instruct or appoint - that the said marriage contract was duly executed by the said Moses Atkins, Mary Holleman, & the said trustees Josiah Holleman & James Gray, & on the 31st of March, 1847 was admitted to record in the clerks office of the county court of Isle of Wight, as will appear from an office copy of the said contract or marriage agreement with the clerks certificate of registry annexed marked "A" & herewith filed as a part of this bill - that within a few days after the execution of the said marriage contract on the 9th day of March 1840, the marriage contemplated thereby was solemnized between the said Moses & Mary & the coverture thus created continued until it was terminated by the death of the said Mary, on the 17 day of July 1851 leaving your

To the Honorable Richard H Baker Judge of the Circuit Court of Isle of Wight in Chancery sitting.

The Answer of John C Adams, in his own right & as Trustee for Moses Atkins & Mary his wife formerly Mary Holleman, to the Bill of Complaints in said court exhibited by Moses Atkins in his own right & as administratrix of Mary late wife of said Moses, against him & others - This defendant, now & at all times hereafter, saving to himself all & all manner of benefit or advantage of exception or otherwise, that can or may be had or taken to the many errors, uncertainties & imperfections in the said bill contained, for answer thereto, or to so much thereof as this defendant is advised it is material or necessary for him to make answer to, answering saith - That he was as in said complainants bill alleged appointed Trustee by a decree of the Circuit Court of Chancery for the County of Isle of Wight made at its Oct term 1849 in the cause of Moses Atkins against Mary his wife & others, to execute a marriage settlement between the said Moses & Mary his wife & that by virtue of said decree he as Trustee aforesaid received the amount of trust assets charged in complainants bill & that after paying the amounts directed by said decree, there remained in his hands on the 5th of Nov 1849 the sum of $ 892.51 - as principal of the trust fund aforesaid the interest on which under the said marriage agreement was to be paid during the coverture of the said Moses & Mary to the said Moses - & your said respondent accordingly on the 5th of November 1850 paid to the said Moses the sum of $ 53.53 - the interest thereon up to that date & has subsequently paid to the said Moses Atkins the further sum of $ 37.48, being the interest up to July 17th 1851, on which day the said Mary departed this life, leaving the said Moses surviving - That as in complainants bill alleged your respondent

did on the 18th of May 1850 loan to Jno T Holleman a son of the said Mary, the sum of three hundred dollars, for which the said John T Holleman with Moses Atkins as surety executed their bond on the date last aforesaid, which bond principal & interest is still due & unpaid - that the said Mary did as in complainants bill alleged execute under the said marriage settlement an appointment by deed & one by will, by the latter of which your respondent was nominated executor - that your respondent offered the said will for probat to the County Court of the said County & the rejected the same for the reasons alleged in the complainants bill - your respondent has still the trust fund aforesaid of $892.57 in his possession & is willing to pay over the same as this honorable court may direct - all which matters & things this defendant is ready & willing to aver, maintain & prove, as this honorable court shall direct & humbly prays to be hence dismissed with his reasonable costs & charges, in this behalf most wrongfully sustained -

Signed = John E Adams

Isle of Wight County, to wit:

John E Adams personally appeared before me Mont Wrenn a Justice of the peace for the county aforesaid & made oath to the truth of the statements contained in the foregoing answer - Given under my hand this 5th day of July 1852 -

M. Wrenn

Attica
m. Z. Colby.

Holland Land.

In The Answer of
John C. Adams

July 5th 1852.
Filed.

To the Honorable Richard H Baker Judge of the Circuit Court of Isle of Wight in Chancery Sitting. The Answer of Eunice O Atkins, by N P Young his Guardian ad litem, to the Bill of Complaints in said Court exhibited by Moses Atkins against him & others -

This Defendant answering says that he knows nothing of the matters alleged in complainants bill & being plain infant of tender years submits his interests in the premises to the protection of this honorable Court -

Signed -

N. P. Young gdn. ad litem

Atkins — } In Chancery
vs
Hollenbeck et als

Infants answer to
Complainants Bill

THE COMMONWEALTH OF VIRGINIA,

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

WE COMMAND YOU to summon John E. Delaigle Executor in a marriage contract between Moses Atkins dec'd Mary his wife, Louis C. Hollemans, Robert H. Hollemans and Francis O. Atkins and the said Sophia E. Adams in her own right to appear before the Judge of the Circuit Court of Isle of Wight of ~~Isle of Wight~~ County, at the Courthouse of said County, on the first ~~day of~~ Monday in ~~term next, to~~ April next being rule day, to answer a bill in Chancery exhibited against them by Moses Atkins admor. of Mary Atkins dec'd.

And have then there this writ. *Witness*, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the 4th day of March 1852, and in the 76 year of the Commonwealth.

N. P. Young c.c.

Moses Atkins adm.
of Mary Atkins
vs. Ejectment in Chy.
Jno C. Adams Defdt
&c.

In Appeal Oct 1852

Hay dec Sol.

On the 16th day of March
1852 I delivered a copy of this
notice to Jno: C. Adams and
Jno. I. Holleman and on
17th day of the same I deli
vered a copy to Jno. H.
Holleman & Simmons &
Atkins a copy to each

Jno. D. Lacy
for Jno. J. Thomas o/t

To, John T Holleman, Robert H Holleman,
Jno C Adams & A B Young Guardian ad litem
of Junius Atkins;

Take notice that on Tuesday
the 4th day of January next, between the hours
of nine in the forenoon, & six in the afternoon of
that day at the clerks office of the County Court
of Isle of Wight, I shall procead to take the depos-
tion of J & G Moody, Barnah Bray, Sammy Sims,
& others, to be read as evidence for me in a chan-
cery suit now pending in the circuit court of
Isle of Wight County, wherein I in my own right,
& as administrator of Mary Atkins dec'd am
Plaintiff & you are defendant; & 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 22nd day of Dec 1838

Moses Atkins Jr
C B Hayden his Attorney

Moses Atkins
vs
Holleman's Adm.
Dep. 7. 1853 Filed

Isle of Wight County, to wit:

I Merit Womble a justice of the Peace for the County aforesaid, do hereby certify that Barnett J Gray personally appeared before me and ~~made~~ his affidavit that on the 27th day of December 1832, he served a true copy of the within notice on John T Hollemand & Robert H Hollemand & Jonas under my hand & seal this 5 Jany 1833 —

M. Womble J.P.

I acknowledge service of the within notice —

John E Hare

W.R. County

The Depositions to have been taken pursuant to the annexed notice to be read on behalf of the Plaintiffs in a Chancery suit now pending in the Circuit Court of Isle of Wight County, wherein Annis Atkins in his own right & as administrator of Mary Atkins dec'd is Plaintiff & John T Holleman, Robt H Holleman & Jno C Adams & Junius Atkins an infant by A P Young his Guardian ad litem are Defendants owing to the inclemency of the weather not having been commenced, at the request of the Plaintiff by his Attorney I have adjourned the taking of the same to Monday the 7th day of February next, at this place - Given under my hand ~~at the Clerk's Office~~ of the County Court of Isle of Wight County this 4th day of January 1853 -

Wm O Latimer D

The deposition of Albert Moody taken at Isle of Wight Court House according

The deposition of Albert Moody taken at the Clerk's office of the County Court of Isle of Wight on the 7th February 1853 to be read as evidence in the suit now depending in the Circuit Court of Isle of Wight County in which Annis Atkins in his own right and as administrator of Mary Atkins dec'd is Pl'ff and John T Holleman Robt H Holleman, and John C Adams and Junius Atkins an infant by A P Young his guardian ad litem are Defendants, to be read on behalf of the Pl'ff. - The said Moody having been sworn as the law directs makes the following answers to the following interrogatories - Question by Pl'ff. Look upon a paper marked B. and filed as an exhibit by Pl'ff in said suit & purporting to be a deed from Mary Atkins & John E

Adams for the use of Mary Atkins,
bearing date 30th September 1850, Lad. writ to
to move the 3d March 1851, and say
whether you subscribed your name to it
as a witness by the request
direction of the deceased. I have examined
the said replication to it in the said chancery cause
I did subscribe my name as a witness to
the same in the presence of Mary Atkins
who acknowledged the same to be her
act and deed. and I further say
that I did
subscribe my name to
a paper purporting to be a copy of a paper
which paper purported to be the will of Mary
Atkins and which paper was rejected by
the Court Court of Isle of Wight on the
1852, as a forged will, and say whether the said
copy marked C and filed as an exhibit
in the said aforesaid is a true copy of the
paper purported to said Court rejected &
whether you did sign the said rejected
paper as a witness Answer the Plaintiffs
Interrogatories Answer of R. J. Moody who
examined the original paper so rejected as
aforesaid as the will of Mary Atkins and
also the paper marked C as an exhibit in
said suit, and finds that the exhibit is a
true copy of the paper purported to be the
will - Was at Mrs Atkins on the 28th of February
1851, and Mary Atkins his wife asked me to
witness the said Codicil or last will &
testament which I did and subscribed my
name to the same. I am the only person
who witnessed the paper then and Mary
Ann may not present either then or at
any other time when the Moody was
present - He is certain that Mary Ann
signed it in his presence - He has compared
the said exhibit C with the original paper
purported to be Mary Atkins's will &
now in lieu in Clerks office in Isle of Wight C, finds
the same to be a true copy

R. G. Moody

The deposition of Dawsey Deans taken at the office of the Clerk of Isle of Wight County this 7th day of February 1853. Thomas Bridges sworn as Commissioner to take evidence in the suit in the Circuit Court of Isle of Wight County in which Dawsey Deans & others are pltffs. and John C. Kellam & others are defts. Question by pltf. Look upon a paper marked C in the papers in the suit of the plaintiffs & say whether it is a true copy of a paper filed in the Clerks office of the County Court of Isle of Wight which was rejected as a will of Dawsey Deans by the County Court aforesaid? Answer of Dawsey Deans. I have compared the said exhibit with the paper so rejected and which purports to be the will of Dawsey Deans, and I find the exhibit C to be a true copy - Did you subscribe the said original to file in the said office, how came you to subscribe it, and who was present when you did subscribe the same? and did Albert F. Deans sign it as a witness when you subscribed as a witness? Answer of Dawsey Deans - Albert F. Deans came to my house and asked me to sign the said original paper - At his request I did sign it in my name to it as a witness but no person but himself was then present, I did not hear him acknowledge it at any time in presence of A. F. Deans or any other time, or in presence of any other person than myself - Question by pltf. Look upon paper marked B. and filed as an exhibit in pltfs bill in said cause

[illegible] to be a deed from Mary Atkins for
[illegible] of Mary Atkins, and dated 30 September
1850, I admitted to record on 3 March
1857, and say whether you subscribed the same
as a witness, and under what circumstances.
[illegible] At my house Mary Atkins ~~[illegible]~~
~~[illegible]~~ produced the original paper to me
and asked me to subscribe it as a witness
~~[illegible]~~ and requested
~~[illegible]~~ me to witness it, & I subscribed
my name to it as a witness at his request
and in his presence

Dabney Sacra

The deposition of B. J. Gray taken at the same
time and place and in the suit aforesaid, taken after having sworn as the law
directs. Question by pltff: Look upon a paper
marked B. filed in the suit aforesaid by
pltff. purporting to be a deed from Mary
Atkins for the [illegible] of Mary Atkins
dated 30th September 1850, & admitted to
record 3d March 1857. and say whether
you subscribed the same as a witness, &
under for [illegible] request of Mary. Mary
Atkins came to my house &
acknowledged before me, the said original
paper marked B. as her act & deed & desired
me to witness the same & I did subscribe
the same at her request & in her presence

B. J. Gray

Virginia. Isle of Wight County, to. The foregoing
deposition was taken, ~~[illegible]~~ sworn to
and subscribed before me at the [illegible] of the
peace for said County, this 7th February 1863,
given under my hand this 7th day of February
1863 —

Wm. L. Latimer JP

Commissioners Office
Smithfield March 30th 1854

To the Circuit Court of Isle of Wight County

Pursuant to a decree of the Circuit Court of Isle of Wight County rendered on the 18th day of May 1853 in a suit in Chancery depending in the said court between Moses Atkins admr of Mary his wife & in this own right & Holleman & als the undersigned, one of the commissioners of said court, to whom was referred for settlement by said decree the account of the transactions of John E Adams as Trustee under the marriage settlement between Moses Atkins Mary his wife, reports to the court that on the 17th day of Feb 1854 he issued notices against the several parties to the said suit requiring them to attend the settlement of the said account before him at his said office on the 10th day of March 1854, which were returned to your commissioner duly executed. That the parties appeared before your commissioner & he thereupon examined the vouchers, stated & settled the foregoing account of the transactions of Jno E Adams as Trustee aforesaid up to the 17th day of Feb 1854 & on that day finds a balance due from him of $656.69 of which $29.78 is interest. It being in evidence before your commissioner that the trust effects were invested & bearing interest he has charged the trustee with the same during the pendency of the suit. Your commissioner finds nothing due from the said Trustee to Moses Atkins in his own right on account of interest payable to him during the coverture; but that the Trustee owing to his not having deducted but 2½ per cent commn had overpaid him the sum of $2.27 which amt is accordingly reported as due from Moses Atkins to John E Adams. The commissioner further reports to the court that after the completion of said account he retained the same in his office ten days for the examination of the parties. Given under my hand as commissioner aforesaid the day & year first aforesaid

Commissioners Fee $4.50

C. B. Hayden

An account of the transactions of John P. Adams, as Trustee under the Marriage Settlement between Moses Atkins and Mary his wife late Mary Holleman

Dr.			Principal $	Principal cts	Interest $	Interest cts
1849						
Nov	5	To this amt of trust assets net receipts under decree of Oct. Term 1849 of Circuit Court of Sts of Right in suit of Atkins as Atkins et als	892	57		
1830 Nov	5	" Interest on to date			53	55
"	"	" Balance as per contra charge on Interest			1	33
			$892	57	54	88
1851						
July	17	To Balance of Principal as per contra	892	57		
"	"	" Interest on to date of Mary Atkins death			37	48
		" Balance as per contra of charge on interest except of payment to Moses Atkins now returned due			2	27
			$892	57	39	75
1853						
July	17	To Balance of Principal as per contra	892	57		
"	"	" Interest on to date	107	10		
			$999	61		
1834						
May	17	To Balance of Principal as per contra	626	91		
		" Interest on to date			31	35
			$626	91	31	35
1834						
May	17	To Balance of Principal as per debit	626	91		
"	"	" " of Interest do			29	78
		" Total Balance due May 17th 1834	$656	69		
		Amount due John P Adams from Moses Atkins as per foregoing a/c			2	27

Cr.			Principal $	Principal cts	Interest $	Interest cts
1830						
Nov	5	By commissions on interest this year charge on Interest			2	67
"	"	" this amt paid Moses Atkins charge on Int			52	21
"	"	" Balance of Principal as per debit	892	57		
			$892	57	54	88
1851						
July	17	By Balance of charge on Int last year as per debit			1	33
"	"	" Commissions on Interest this year			1	88
"	"	" amt pd Moses Atkins charge on Interest			36	54
"	"	" Balance of Principal as per debit	892	57		
			$892	57	39	75
1853						
July	17	By Commissions on Interest	5	35		
"	"	" amt retained to pay Atty fee for Trustee to answer in this suit	10	00		
"	"	" this amt pd in discharge of Bond of Holleman's Moses Atkins by order in this cause of May 18th 1833	357	35		
"	"	" Balance as per debit	626	91		
			$999	61		
1834						
May	17	By Commissions on Int charge on Int			1	57
"	"	" Balance of Interest as per debit			29	78
"	"	" Balance of Principal as per debit	626	91		
			$626	91	31	35

Mary A Ellis admtx
vs
Jno C Adams
Trustee &c.
} In Chancery

Commissioners Hayden's Report

Feby 15th A.D. 1854.

A Keis adm &c &als

vs

Holleman &c &als -

The bill of the complainants having been taken as confessed as to the defendants Robert Holleman & Thos J Holleman & they still failing to answer, this came this day again came on to be heard on the Bill Answer of the infant defendant & the answer of Thos E Adams, ~~Thos E Adams~~ Jennis & Atkis & exhibits filed & was argued by counsel, on consideration whereof the court doth adjudge order & decree that Thos E Adams Trustee under the marriage settlement between Moses Atkis & Mary Holleman late ~~Mary Atkis~~ Mary Holleman out of the trust effects in his hands pay the bond in the proceedings mentioned executed to the said Thos E Adams in his own right by Thos J Holleman as principal & Moses Atkis as security for $300.00, on the 10th day of May 1830, payable on demand - & that an account be taken by a commissioner of this court of the transactions of the said Thos E Adams as trustee aforesaid, ~~with the amounts due upon the said Trust to the complainants in this cause with leave to administer with the said his deceased wife Mary Atkis late Holleman with any matters deemed pertinent by him~~ ~~or by any of the parties to be specially stated~~. - & ascertain the balance of the trust fund after the discharge of said bond, & what part thereof was due the complainant prior to the death of his wife - with any matters deemed pertinent by himself or suggested by the parties to be specially stated -

Affidavit
of
Settlement &c.

Rough Draft
May Term 1833.
To be entered
R. H. Baker

Atkins admtr &als
vs
Holleman et als

"This cause this day came on to be again heard on the papers formerly read & the report of Commissioner C B Hayden made pursuant to a decree herein of May term 1853, returned to court on the 15th day of April 1854, to which report no exception was filed & was argued by counsel on consideration whereof the court doth confirm said report & judge order & decree that John C Adams Trustee under the Marriage Settlement between Moses Atkins & Mary his late wife in these proceedings mentioned pay to Moses Atkins admtr of his late wife Mary Atkins the sum of $655.69 with interest on $625.91 part thereof from May 17th 1834, & that the said Moses Atkins in his own right pay to the said John C Adams Trustee as aforesaid the sum of $2.27- & the court doth further adjudge order & decree that the said Moses Atkins admtr of his late wife Mary out of the assets of his intestate pay the costs of this suit."

A. H. Reis ——
Holleman " } In Chancery
Sale —

Rough decree
May Term 1834

To be entered
R. H. Baker

Ent.

In the Circuit Court of Isle of Wight County
May 18th. 1853.

Moses Atkinson against Hollerman and others — In chancery — Dft. / Plfs.

The bill of the complainant having been taken for confessed as rules as to the defendants, Robert Hollerman and John J. Hollerman. and they failing still to answer this cause, This day again came on to be heard on the bill, answers of the infant defendants and the answer of John E. Adams general replications thereto. exhibits filed And examination of witnesses, And was argued by Counsel, On consideration whereof the Court doth adjudge order and decree that John E Adams trustee under the marriage Settlement between Moses Atkins and Mary Atkins, late Mary Hollerman, out of the trust afsets in his hands pay the bond in the proceedings mentioned executed to the said, John E. Adams in his own right by John J. Hollerman as principal. and Moses Atkins security for three hundred dollars, on the tenth day of May 1850. payable on demand, And that an account be taken by a commissioner of this court of the transactions of the said John E. Adams as trustee aforesaid And ascertain the balance of the trust fund after discharging said bond, showing what part thereof was due the complainant prior to the death of his wife with any matters deemed pertinent by himself or required by the parties to be specially stated &c.

A Copy.

Teste

A. P. Young ed.

Moses Atkins

vs. Ejectment

John E. Adams transfers his
own right, John T. Hellmon,
Ro. H. Hellmon and Lewis
Atkins.

This Indenture made this 9th day of March one thousand eight hundred and forty between Moses Atkins of Isle of Wight County of the first part, Mary Hollaman widow and Relict of John Hollaman late of said County deceased of the 2nd part, and James Gray and Josiah Hollaman of said County of the 3rd part. Whereas a Marriage is shortly intended to be had and Solemnized by the permission of God by and between the said Moses Atkins and the said Mary Hollaman and whereas the said Mary Hollaman is entitled and expects to receive a portion of a Claim for Revolutionary services rendered by one Certain ___ Eastman a Lieutenant in the Navy, Amounting to about fourteen hundred dollars, and whereas, it hath been agreed that the said Moses Atkins should, after the said intended Marriage had, and receive and enjoy during the joint lives of them the said Moses Atkins and Mary Hollaman the interest and emolument of the said estate, and also that the same and the interest and profits thereof from and after the decease of such of them the said Moses Atkins and Mary Hollaman as should first happen to die, should be at the sole and only disposal of the said Mary Hollaman notwithstanding the Coverture, and whereas it hath also been agreed that in case the said Mary Hollaman should after the said intended marriage had happen to survive the said Moses Atkins that she should not have or Claim any part of the real or personal estate whereof the said Moses Atkins should be seized or possessed or entitled unto at any time during the Coverture between them, by Virtue of her dower or title of dower at Common Law, or by Virtue of her being Administratrix or entitled to administration of the goods & Chattels, rights and credits of the said Moses Atkins or otherwise howsoever. Now this indenture witnesseth, that in pursuance of the before recited agreement, and in consideration of the sum of one dollar lawful money of Virginia to the said Mary Hollaman in hand paid by the said James Gray and Josiah Hollaman at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Mary Hollaman by and with the privy consent and agreement of the said Moses Atkins testified by his being made party to and his sealing and delivering of these presents, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign transfer and set over unto

the said James Gray and Josiah Hollemand their executors, administrators and assigns all the said interest in the said Revolutionary claims above mentioned. To have and to hold the said property hereby conveyed unto the said James Gray and Josiah Hollemand their executors, Administrators and assigns, upon such trusts nevertheless, and to and for such intents and purposes, and under such provisions and agreements as are herein after mentioned, that is to say, in trust for the said Mary Hollemand and her assigns until the solemnization of the said intended marriage, then upon trust, that they the said James Gray & Josiah Hollemand their executors, Administrators and assigns shall and do permit the said Moses Atkins during the joint lives of the said Moses Atkins and Mary his intended wife, to have, receive, take and enjoy all the interest and profits of the said Money if received, hereby assigned to and for his own use and profit - and from and after the decease of such of them the said Moses Atkins and Mary Hollemand as shall first happen to die then upon trust, that they the said James Gray and Josiah Hollemand their executors Administrators and assigns shall and do assign, transfer and pay over all the said property or money to the said Mary in case she survives the said Moses Atkins, but if she die before him, then to such person and persons and at the time and times, and in such parts and proportions manner and form as the said Mary Hollemand shall from time to time notwithstanding her coverture, by any writing or writings under her hand and seal, attested by three or more credible witnesses, or by her last Will & testament in writing under her hand and seal published and declared in presence of the like number of Witnesses direct, instruct or appoint to the intent that the same may not be at the disposal of or subject to the control, debts, forfeitures or engagements of said Moses Atkins her intended husband, and in giving such direction, instruction or appointment to fix whatsoever person the parties agree upon, provided always, and it is hereby agreed by and between all the said parties, that in case the said Mary Hollemand survives the said Moses Atkins her intended husband shall at any time hereafter claim and recover any part or parcel of the real or personal estate whereof the said Moses Atkins or any other person in trust for him, shall be seized of, possessed or entitled unto at any time during the coverture by virtue of his dower at Common law, or by virtue of his being Administrator or entitled to Administration of the goods and Chattels, rights and Credits of the said Moses Atkins as aforesaid, then and in that case the said James Gray and Josiah Hollemand their executors, Administrators and assigns, shall from time to time and at all times from thenceforth stand and be possessed of the said property hereby conveyed in trust for the only benefit of the said Moses Atkins, his executors, Administrators and assigns, any thing in these presents contained to the contrary notwithstanding. In Witness whereof the parties to these presents have hereunto set their hands and seals the day and date first above written. —

Test

Josiah Powell
Robert H. Hollemand
Benjn. Brock
Sally Brock

Mary Hollemand (seal)
Moses Atkins (seal)
James Gray (seal)
Josiah Hollemand (seal)

In the Clerks office of Isle of Wight County Court March 31st 1847
This deed for Marriage contract was proved in part by the oath of Benjn. Brock and Sally Brock and continued for further proof, and on the 7th day of June 1847 the same was proved by the oath of Robert H. Hollemand and admitted to record.

Test

N. P. Young Clk
"

A Copy
Test

J. P. Wills D.C.
"

Klein & Hollenman

to } Marriage agreement.

Gray & Hollenman

Exhibit A to filed with Complainants Bill

(A Copy.)

(For C. B. Hayden)

To all to whom these presents shall come, I, Mary Atkins, wife of Moses Atkins of the County of Isle of Wight & State of Virginia, send greeting. Whereas by a marriage agreement made between the said Mary Atkins (by her then name of Mary Holleman) and the said Moses Atkins, bearing date the 9th day of March 1840, which were duly recorded in the clerks office of the county court aforesaid on the 31st of March 1847 a certain revolutionary claim was conveyed in trust for the benefit of the said Moses Atkins during the coverture with the said Mary, and on the death of the said Moses, leaving the said Mary surviving in trust for her the said Mary, but if the said Mary predeceased the said Moses, then in trust for such person or persons as the said Mary should, notwithstanding her coverture by any writing or writings under her hand & seal attended by three or more credible witnesses, or by her last will & testament in writing under her hand & seal published & declared in presence of the like number of witnesses, direct, instruct or appoint; and whereas the said Mary was anxious to aid & set up in business her son John T Holleman (a son by her former husband John Holleman) & having no means of doing so except by anticipating the said trust fund & charging it with the same, she permitted the said John T Holleman to borrow of Jno C Adams the sum of Three Hundred Dollars for which amount the said John T Holleman gave his bond bearing date May 10th 1850) with Moses Atkins as his security, he having become so at the express solicitation of the said Mary with the understanding that he the said Moses should be fully indemnified by the said Mary for any loss he might incur from said securityship; Now Know ye that the said Mary Atkins by virtue & in pursuance of the said powers in said Marriage Settlement contained, doth hereby direct, instruct & appoint John C Adams (now acting trustee under said Marriage Settlement, or whoever may be acting as trustee under said deed on the happening of the event hereinafter

(mentioned) on the death of the said Mary, should she predecease the said Moses, to pay & satisfy to the said Moses, the sum of Three Hundred Dollars with interest from May the 18th 1850 - & on the death of the said Moses should he predecease the said Mary, she the said Mary does hereby appoint, instruct & direct the said trustee to pay to the representative of said Moses, or to the assigns of the said Moses the sum of Three Hundred Dollars with interest thereon from the 18th day of May 1850, Should the said John T Holleman fully or partially pay or satisfy the said debt before the death of the said Mary or Moses, on which event this appointment is to take effect, then this appointment shall fail to the extent to which the said John T Holleman shall pay & satisfy the said debt. In testimony whereof I the said Mary Atkins have hereunto annexed my hand & seal this 30th day of September 1850

Mary Atkins (Seal)

Teste -
A. G. Moody
B. J. Grady
Dawsey Dewy

In the Clerk's office of Isle of Wight County Court March 3d. 1851 the foregoing deed was proved by the subscribing witness and admitted to record -

Teste - A. P. Young Jr. C.

Mary Atkins
1/3. Deed
to
Moses Atkins

March 3rd. 1851
proved
by A. G. Moody and
B. J. Gray and Lawrey Lewis
A.R.P.

Recorded B. 38
p. 137

Exhibit (B) filed
with Complainants
Bill -

Ja + p.

In the name of God Amen; I Mary Atkins of the county of Isle of Wight and state of Virginia, being of sound mind and memory, and having a desire of making a disposition of my property &c. which it has pleased Almighty God to bless me with, do make and ordain this my last will and Testament, in manner and form as follows to wit:

Item 1st. It is my wish and will after my death, that my two sons Robert H. and John T. Holleman shall have the following property to wit: 2 Beds and furniture, 1 walnut desk, 1 walnut dinning Table, 1 dressing Table and dressing glass, 1/2 doz. windsor chairs, 1 large and 1 small trunk, 1 wash stand & bowl, 1 pr. and-irons & tongs, 1 doz. Liverpool plates, 1 doz. cups and saucers, & 1 com. Rocking chair, to be equally divided between them and their heirs forever

Item 2nd. I give to my son John T. Holleman all the money or property heretofore advanced or paid to him by (Capt. John B. Adams on my acct) to him and his heirs forever.

Item 3rd. After Capt. John B. Adams shall satisfy himself or pay himself, and monies heretofore advanced to my son John T. Holleman by my consent, out of my money in his hands, I then give the balance of my money then in his hands (Capt. Adams) equally to my sons Robert H. Holleman and Junius C. Atkins to them and their heirs forever, But should my son Junius C. Atkins, die before he arrives to the age of twenty one years, I give his portion mentioned in this clause, equally between my sons John T. Holleman and Robert H.

Holleman to them and their heirs forever.
Item 4th. The land warrant belonging to me, and now in the hands of Capt. John E. Adams, I wish to be held up, or sold after ~~after~~ my death as Capt. John E. Adams may deem best, and out of the nett sales of the same, I give to my two sons Robert H. Holleman ~~and John T. Holleman~~ and Junius C. Athins, enough, to make each of their portions equal with what I have heretofore given my son John T. Holleman, and the balance if any, I give equally between my sons Robert H. & John T. Holleman and Junius C. Athins & to them and their heirs forever, But should my son Junius C. Athins die before he arrives to the age of twenty one years, I then give his part or share to my sons Robt. H. and John T. Holleman, to them and their heirs forever.
5th. Item it is my wish and desire, that Capt. John E. Adams, shall become guardian to my son Junius C. Athins, relative to what I have herein given him, and likewise I wish Capt. John E. Adams to be Executor to this my last only will and Testament. Given under my hand this the 28th day of February 1851
Teste
A. G. Moody
Mary Athins [seal]

The money which I have loaned to my husband Moses Athins to the amount of thirty dollars (and now in his hands) I give to him, provided he has no (suit) for to and &c. against my son John T. Holleman, whilst going to school to Mr. Washington. Otherwise I wish it to be collected & applied to this Object.
Given under my hand this day & year above written.
Teste
A. G. Moody
Hawsey Sews
Mary Athins [seal]

In the County Court of Isle of Wight County
March Ct. 1852

A paper purporting to be the last will and Testament of Mary Athins wife of Moses Athins dec'd. was presented in court by John E. Adams the Exor. therein named; and it appearing to the court that the said paper writing, was executed under a power, in a marriage contract between the said Mary and the said Moses authorizing the said Mary to dispose of the property therein named, by will executed in the presence of and attested by three witnesses. And it appearing likewise to the court, that the said paper, is only attested by two witnesses, not present at the same time, it is ordered, that the said will or paper writing be rejected by this Court.

A Copy
Teste
S. H. Bozeman C.

Paper pertaining to the
the will of Mary Allen,

& Libel filed
with Complts Bill

A copy for
C. B. Hayden Atto.

Commissioner's Office
Smithfield Feb. 17th 1834

To John E. Adams, Moses Atkins, & Jennis O Atkins

You are hereby notified that I have fixed upon the 10th day of March next to take & settle at my office the account of the transactions of John E. Adams as Trustee under the marriage Settlement between Moses Atkins & the late Mary Atkins for the purpose of ascertaining the balance of the trust fund now in the hands of said Trustee & what part thereof was due the said Moses Atkins prior to the death of his wife the said Mary Atkins; required to be taken by the decree of the circuit Court of Isle of Wight rendered on the 18th day of May 1833 in a suit in Chancery depending in said Court between Moses Atkins in his own right & as administrator of his deceased wife Mary Atkins as Plaintiff against John E Adams in his own right & as Trustee under marriage Settlement between Moses Atkins & Mary his wife, John T Holleman, Robert H Holleman & Jennis O Atkins Defendants; at which time & place you are required to attend.

Given under my hand as commissioner in Chancery of the said Court, the day & year first aforesaid.

C. B. Hayden

A Rees admrx
vs
Adams et als

Commissioners Notice
to
John E Adams
Guardian ad litem of
Infants &
Mary A Rees —

Service accepted
Wm J Adams
Solr for Defts
J E Adams
A. P. Clarke, Jr. D.C. as Clk.

Commissioner's Office
Smithfield Feb 17th 1834

To Robert H Holleman;

You are hereby notified that I have fixed upon the 10th day of March next to take & settle at my office the account of the transactions of John E Adams as trustee under the marriage settlement between Moses Atkins & the late Mary Atkins for the purpose of ascertaining the balance of the trust fund now in the hands of said trustee & what part thereof was due the said Moses Atkins prior to the death of his wife the said Mary Atkins; required to be taken by the decree of the Circuit Court of Isle of Wight rendered on the 18th day of May 1833, in a suit in Chancery depending in said court between Moses Atkins in his own right & as administrator of his deceased wife Mary Atkins as Plaintiff against John E Adams in his own right & as trustee under marriage settlement between Moses Atkins & Mary his wife, John T Holleman, Robert H Holleman & Lewis O Atkins Defendants; at which time & place you are required to attend.

Given under my hand as commissioner in Chancery of the said court, the day & year first aforesaid.

C. B. Hayden

I delivered A true copy of the above To R H. Holleman on the 27th of Feby 1834

James E. Brooks
Dept Sh'ff- for I. of W. Sh'f

A. T. Reis admr
vs
Holleman
et al. —

Commissioners Notice
vs
R. H. Holleman —

Commissioners Office
Smithfield Feb. 17th 1854

To John T Holleman;

You are hereby notified that I have fixed upon the 10th day of March next to take & settle at my office the account of the transactions of John E Adams as trustee under the marriage settlement between Moses Atkins & the late Mary Atkins for the purpose of ascertaining the balance of the trust fund now in the hands of said trustee & what part thereof was due the said Moses Atkins prior to the death of his wife the aforesaid Mary Atkins required to be taken by the decree of the Circuit Court of Isle of Wight rendered on the 18th day of May 1853 in a suit in Chancery depending in said court between Moses Atkins in his own right & as administrator of his deceased wife Mary Atkins as Plaintiff, against John E Adams in his own right & as trustee under marriage settlement between Moses Atkins & Mary his wife, John T Holleman, Robert H Holleman & Junius C Atkins defendants; at which time & place you are required to attend.

Given under my hand as commissioner in Chancery of the said court, the day & year first aforesaid.

C. B. Hayden

I certify that I did on the 28th of July 1854. deliver to John T. Holleman a true Copy of this Notice

W. M. West Sht
of Sury Cty

A Rees admr
vs
Hollemans et als

Commissioners notice
to
John J Hollemans