1855-002 Chancery Causes: Henry S. Tynes vs Robert H. Whitfield, admr of Ralph W. Gibbs v al
Dble / Wright County Elbridge Burney v al vs Mary Elizabeth Gibbs, widow of Ralph W. Gibbs v al
Petition of Pegram, Paynter & Company, & creditors of Ralph W. Gibbs

other surnames: Finney, Atkinson, Southall, Crump, Pegram, Paynter, Chapman, Snead, Butler, Jordan, Corbell, Boykin, Sherwood, [Herman & Company], Herman, Bruff, Minton, Carroll, Lester, Wrenn, Hudsden, Bunch, Milby, [Haynes & Granberry], Haynes, Meador, Phillips, Hall Wail, Wilson, Garner, Elliott, Daly, [Daly & Vesey], Vesey, Wills, Doles, White, Lawrence, Johnson, Crocker, Granberry, Bosher

Gurney & als.

vs. } Bill & reply.

Gibbs' admor. & als.

1852. August 2nd Bill t. & cov. & decree nisi v. defts.

Sept. 2nd 1852 Bill taken for confessed & set for hearing.

Oct. 1852. Decree in this cause & Syms v. Gibbs together. C. B. p. 290.

Baker Esq.

All Available Text Successfully Captured

Kilby & al

Henry L. Tynes

v. } Bill &
Exhibits

Robt H. Whitfield adm.
of Ralph W. Gibbs dec'd
& in his own right &c.

August rules 1832 Bill
& exhibits filed & decree nisi
&c.

Sept. rules - Answers of Whitfield
& Mary E. Gibbs filed - & cause
& issue referred to master & ord.
filed & sent.

Oct. rules 1832 Set for
hearing

Oct. 1832 Decree &c. &
ord. & Survey &c. Gibbs
C. B. p. 3 &c.

May 17. 1833 Decree in the above cause
Gurney v. Gibbs C. B. no. 2 p. 5.

Cir. Ct. of L. of W. &
Oct. 1833 - decree &c. B. p. 13.

Oct. 1834. Decree C. B. p. 34.
May 1835 Final decree C. B. p. 39.

To the Hon: the Judge of the Circuit Court of Isle of Wight County —

Humbly Complaining shew unto the Court your Complainant Henry L. Tynes —

Your Complainant respectfully represents and shews unto the Court that one Ralph W. Gibbs, late of said County being indebted to your Complainant in the sum of $876: 91 cts by note dated the 8th day of August 1850 and payable one day after date, did, in order to secure the same, execute on the 9th day of August 1850, a Deed of Trust to Crawley Finney as Trustee for your Complainant to secure the same, and by said Deed conveyed "a tract or parcel of Land lying & being in the County of Isle of Wight, and bounded by Ines' Creek, the Lands of Joe Driver, Watson P. Jordan, and Cyrus Tynes and containing Two hundred and fifty two acres be the same more or less" — also conveyed by same Deed "negro man Tom and Isaac & a sloop called the "Fashion" with her sails, tackle & furniture — all of which will appear by reference to the said original Deed filed herewith, and prayed to be taken as a part of this Bill —

That at the time the said Deed was executed, the said Ralph W. Gibbs was engaged in Merchandising at Churchland in Nansemond County, and fearing that the execution of said Deed might do his credit some injury, desired the said Henry L. Tynes then and there to agree to aid him by becoming his endorser or security for some further sum — which the said Tynes agreed to do, provided the said Deed should provide for the securing the same, - and in accordance with this agreement the Deed aforesaid does provide that such liabilities, made in

pursuance of the said agreement shall be, as they are intended to be, secured by said Deed, and the property aforesaid in all respects liable under said Deed to be sold to satisfy any such sum or sums — Your Complainant further shews to the Court that in good faith, and in fulfilment of the provision in said Deed, he became the Endorser for said Ralph W. Gibbs for a note for $322. dated 23d July 1851. payable ninety days after date at the Farmers Bank of Virginia in Norfolk, and that he has been called on & has actually paid the same — which note is filed herewith as part of this Bill marked (B.) — That in further execution of said agreement, your Complainant became Endorser for said Gibbs on another note for $129:47 dated 4th augt. 1851, payable ninety days after date at the Farmers Bank of Virginia at Norfolk which note suit is now pending against your Complainant in the Circuit Court of Isle of Wight County — a copy of which note is filed herewith as a part of this Bill marked (C) and also became surety to a Bond for $67: 85 cts for one Cowher, a debt which he has paid — filed marked (+)

Your Complainant learns and believes it to be true that the said Ralph W. Gibbs, had previous to the execution of said deed of Trust to your Complainant, executed a Deed of Trust on the Lands aforesaid to George A. Atkinson to secure several sum of money to Robert H. Whitfield, which deed is as he is informed dated 1st of January 1849 & of record in Isle of Wight County Court Clerks Office —

That since the execution of said deeds and said notes, the said Ralph W. Gibbs has died, intestate, having a wife named Mary Elizabeth & an infant child named Ralph as his heirs at Law — That Robert H. Whitfield has qualified in the County Court of Isle of Wight County as the Administrator of said Ralph W. Gibbs dec'd and taken possession of his personal estate, — a copy of the order of Court granting said Administration is filed herewith marked (D.) —

That the debt of $876.91 above named & secured by the Deed from said Gibbs for your Complainants benefit has been paid by the said Robert H. Whitfield Admr. aforesaid to your Complainant — That the said negroes Jim & Isaac & Sloop Jasmin specified in the Deed of Trust of 9th. august 1850 were sold by said Whitfield as adms. aforesaid, out of which the debt of $876:91 aforesaid was paid — That the funds arising from the sales of said negroes & Sloop were more than enough to pay said sum of $876.91, but said is the surplus has not been paid to your Complainant, nor have the debts aforesaid to the Farmers Bank & for which your Complainant is endorser & which are secured by the Deed aforesaid of 9th augt. 1850, been paid as they ought to have been, but the said Robert H. Whitfield now refuses to pay over the same for that purpose — That your Complainant claims that the Lands aforesaid are subject to be sold to pay the claims aforesaid to which he is endorser & on which he has actually paid, — That inasmuch as the said Land is subject to a prior conveyance as aforesaid for the benefit of said Whitfield and the amounts now due are unknown, your Complainant calls on the said Whitfield to set forth & shew what amount, if any is due by said Deed of 1st January 1849 — and also that he as adms. aforesaid shall set forth & shew the amount of sales of said negro men Jim

and Isaac Sloop Fashion — That the surplus of the sales of said Land, if the same is or shall be sold, may be applied to the payment of the debts aforesaid to which your Complainant is entitled, as also the proceeds of said negro slaves Tom & Isaac Sloop Fashion — That said Land may be, if not already, sold to carry out the provisions of said Deed of 9th Augt. 1850 —

Your Complainant prays that all necessary & proper accounts may be taken to shew the debts secured by said Deed of 9th of Augt. 1850. — also to ascertain what amount is due under the Deed of 1st Jany 1847 — to shew the sales of negroes Tom & Isaac Sloop Fashion — to shew the amount of sales of said Land, if sold, and all other necessary matters — and that your Complainant may have the benefit of the sales of said Lands & other Property above named applied to the purposes of the Deed of 9th of August 1850 —

In consideration whereof & as much as your Complainant is without adequate remedy, save in a Court of Equity — To the end your Complainant prays that Robert H. Whitfield as administrator of Ralph W. Gibbs dec'd, and in his own right, George A. Atkinson, Crawley Finney, Mary Elizabeth Gibbs, and Ralph Gibbs, the last an infant under twenty one years of age, may be made Defendants hereto & be compelled to answer the foregoing allegations on oath — That the proceeds of said Land, after satisfying the Deed of 1st Jany 1847 aforesaid may be applied to the payment of the debts secured by 9th Augt. 1850 & specified above, that the proceeds of said slaves Tom & Isaac & of the sloop Fashion

Bill.

may also be applied to the same purpose, if not exhausted in paying the debt of $876.91 aforesaid — That the land aforesaid, may be sold, and that all necessary accounts may be taken to ascertain the facts necessary to a just decision, that some fit person may be assigned said Ralph Gibbs, infant as aforesaid, and that such other & further decree may be made consistent with Equity &c

John R. Kilby, p. q

conveyance aforesaid for his benefit, showing how far and to what extent the said property was to be bound for his endorsements or surety-ships as alleged. That an account may also be decreed to be taken before the Commissioner of this Court of the debts and monies due to your orator and to the other creditors of said Gibbs and that your orator may be paid his said demands out of the said intestates personal estate so far as the same is sufficient for that purpose. That the said trusts may be closed: and that all such accounts as may be necessary be ordered and all such other relief granted in the premises as is, by the nature of the case, required, and is consistent with equity and good conscience and your orator will ever pray &c.

May a summons issue &c —

Baker P.Q.

Summons
Wm. F. Bacc
Gibbs &c.

that the said Gibbs on the 1st. January 1847 conveyed the tract of land in Isle of Wight on which he resided to George R. Atkinson as trustee, in trust to secure a debt due to Robert H. Whitfield, and subsequently, to wit; on the 9th August 1850 conveyed the same land together with negroes, John and Isaac, and sloop "Fashion" to Crawley Finney Trustee, by deed of that date to secure a debt of $800 to Henry L. Tynes, and any other debts he might afterwards contract with the said Tynes, by means of said Tynes's endorsements, or becoming security for said Gibbs, which two deeds are herewith filed, marked C & D and prayed to be taken as part of this Bill. Your orator charges that the said debts of $800 to said Tynes has been duly paid and satisfied - but he understands that the said Tynes now claims a specific lien on said property, for the payment of certain other alledged debts for which he claims satisfaction under the stipulation in the deed aforesaid. Your orator charges that the said property is not bound for said alledged debts, if they exist, but that it is liable to a ratable distribution among all the creditors of said Gibbs - and he is advised and charges that such a stipulation, is one which the law will not sanction, being illegal and unjust towards the other creditors of said Gibbs, and void. Your orator further charges that both the personal and real estate if necessary are responsible for the payment of his demands aforesaid, and that the said Robert H. Whitfield administrator as aforesaid has not yet paid one particle of the said debts to your orator.

In tender consideration whereof - and for as much as your orator is remedyless save in a court of Chancery where matters of this sort are properly cognizable, to the end therefore, he prays that Mary Elizabeth Gibbs widow, and Ralph Gibbs infant, son of said Ralph W. Gibbs deceased, Robert H. Whitfield administrator of said Ralph W. Gibbs deceased, George R. Atkinson, Crawley Finney, and Henry L. Tynes, may be made parties defendant to this bill and required to answer, the same on oath as if thereto specially interrogated: That a guardian ad litem be appointed to defend the infant defendant in this suit; that the said Robert H. Whitfield be required to state and set forth a full true and perfect account of his transactions as administrator aforesaid, before of this Court; That the said Commissioner a Commissioner, may be also required to state and report to this Court, 1st a full and perfect account of the real estate of which the said Gibbs died seized and possessed showing its annual, and fee simple value; 2nd an account of the transactions of the said George R. Atkinson trustee and Crawley Finney trustee as such, showing the amounts for which the said property may now be liable by virtue of the deeds of trust aforesaid if any; that the said Tynes may be required to state and disclose in his answer the full particulars and circumstances of the

To the Hon: Richard A. Baker Judge of the Circuit Court of Isle of Wight County, humbly Complaining, Sheweth unto Your honor

Your orator Elbridge Gurney of the City of Norfolk, who sues for himself and the other creditors of Ralph W. Gibbs deceased, that the said Gibbs died intestate in said County on or about the ____ day of ____ 185_, leaving a widow Mary Elizabeth Gibbs, and one child named Ralph, an infant under 21 years of age, his sole heirs at law and distributees him surviving: That Robert A. Whitfield qualified as administrator of said Gibbs in the County Court of Isle of Wight County, on the 6th. day of October 1851, as the certified copy of the order to that effect marked A and herewith filed, will more fully show.

Your orator further States and Shows unto your honor that the said intestate was at the time of his death and still is indebted to your orator in the sum of $226.98, with interest from the 10 Dec: 1851 till paid, for goods, wares, and merchandize, sold and delivered by your orator to the said Gibbs, which appears by the account marked B. herewith filed as part of this bill, and in the sum of $74.25, with interest from the 17 April 1851. balance due by note executed by said Gibbs to your orator dated 17 Oct: 1850 which is also herewith filed as part of this bill. Your Orator further alleges that the said Gibbs died seised and possessed of a considerable real and personal estate, consisting of lands in the Counties of Isle of Wight and Nansemond, of slaves, and other personal property.

Your Orator further shows unto your honor

Envelope Enclosed to A.S.

H. Peterson

G. Wis. — etc

L. & Lyons Assignee of Wm. A Butler $32.50. & Jno. A. Irwin $1.80. your petitioners say that they are without remedy otherwise than by this proceeding - they pray that an account if necessary may be taken of their claims, and out of the funds agreed to be distributed that they may share equally & to the same extent which the other Creditors have already done on the funds already distributed, so that they may be made equal to them, so far as that can now be done & grant all other relief which may be just & Equitable.

Pegram Paynter & Co
Wm B. Mead, Geo. H. Crump
Jno A. Irwin, James Chapman
H. by 2nd agt of J. M. & Butler
By. W. W. Whitfield Atty

To the Honble Richd D Baker judge of the Circuit Court of Isle of
Wight County, in Chancery sitting, humbly complaining sheweth unto
your honor, your petitioners, Pegram, Paynter & Co, George K Crump, James
Chapman, William B Mead, Henry L Tynes Admr. of Wm A Butler, & Robt
Jordan & others; that they are creditors of one Ralph W. Gibbs who departed this
life in Augt 1851. That by a decree of this honble court, pronounced at the
October Term 1852, in the cases of H. L. Tynes V. Ralph W. Gibbs adms & als,
and of Guerney adm. &c. the same, the commissr of this Court was directed
to take an account of the debts due by the estate of said Gibbs dc, and
at the May Term 1853, Robt Whitfield adm. of said Gibbs dc, was directed to
distribute the balance in his hands among those creditors who had produced
their claims before the commissioner and which had been reported by him.
Your petitioners say that they were ignorant of said suits & decrees, and of the
duty of said commissioner, never having seen any notice by him as is
usual in such cases, though they have no doubt that such notice was
given - that in looking as they supposed was right & proper to Gibbs admr,
as the person who must distribute the estate of his intestate, and not having
the notice as above stated to prove or produce their claims before the Commissr,
the same were not produced, and that consequently they have received no share
of the assets of said Gibbs, as they could not participate in the fund decreed
to be distributed by the decree of May 1853 or the suits referred to.
Your petitioners further say that in another way they may share in the distribution, or
assets of Gibbs' estate: viz That by the said decree of May 1853, Robt Whitfield
was directed to sell at Public auction, a house & lot, in the village of
Churchland of Nansemond County &c. That the same was sold, and the
nett proceeds are $207.25 - a bond for which will be returned by said Whitfield.
The estate of Gibbs is insolvent as the record in the above cases shews, and this bond
of $207.25; is in all probability the only assets which will ever come to the estate
of Gibbs dc; and the same is liable for his debts, they pray that they may receive
from
shares participate in this fund of $207.25; to an amount or per cent, equal to, or
in the ratio of the distribution already made among the General creditors, and
those made equal with them, and the balance if any be distributed equally
among all - Your petitioners claims are as follows - Pegram, Paynter & Co $43.14,
Geo. K. Crump $43.90. James Chapman $9.00 - W. B. Mead $19.62, -

decide. the hearing answer. pray leave to be dismissed with this costs &c

Rob Mitchelfield

Esq

Filed Supt. Ct. Aug 1832

5 with affdvt. & cs.

After the death of Gibbs, it being ascertained, that he was much involved by our respondent, by his indorsements and her mother was solicited and entreated to qualify as administratrix - She saw all the Creditors as he supposed of Gibbs, certainly those who held liens on his property; and on the condition that they would allow him to sell the property subject to their liens, agreed to act - his reason was, that if the estate was sold for cash under the Trust Deed a great sacrifice of assets would take place, and that nothing probably would be left for Gibbs' widow and child. The debts were then supposed to be $3.000, since it is ascertained they will reach $5000 - producing total insolvency, the result of speculation and merchandizing into which he engaged & in which he was wholly unfit. At the sale - the negroes of Gibbs sold for the following prices - Tom - for $480. Isaac for $450. and Laura & 3 children for $935. total $1865 - by this same property, independent of and by deed of Trust to Boykin, to secure Jason P. Jordan & to secure the two Bonds in the hands of R. H. Whitfield - of prior in date to this deed of Trust. The Compt^{t}. The amounts of these debts will appear by the following statement which exhibits the manner in which the purchase money of said negroes as above, has been disposed of -

Bond with Int: due to W. P. Jordan pd. by me as admr. of Gibbs -	$646.05
Bond with Int: a part of the debt secured by deed to Atkinson pd. to Boykin	398.25
amounts pd. to R. L. Boykin on the debt of $878.91 - mentioned in his deed bearing date 9. Augt. 1850.	694.99
Amt: due to Pd on debt secured by Ch. G. Boykins Trust.	103.92
Total Price of sale of negroes $1865 — $93.25 Comm. 5 per ct. is	$1643.22
leaving the sum of $71.47 over the negro fund	1771.75
	$71.47

paid by the Admr. towards debts secured by deed of Trust of a date prior to this one of Complainants; by which it will appear that there is no fund from that source to which complainant must look, but if his lien is to be effective at all, it must be only on the land fund, subject to the Bonds held by R. Whitfield under the decree of the County Court as above explained - unless indeed the payment to Ch. G. Boykin as above is erroneous. At the time of the payment of that sum - the Admr. of Gibbs was apprised by Boykin that his deed covered the negroes sold by him, & without ascertaining the deed paid it - a mistake of Boykins not discovered until the withdrawal of this suit. The negro, George, mentioned in Boykins deed, was sold in this case to one Mr. H. Barnsdall. This Respondent had placed in his hands a claim of several hundred Dollars against Gibbs. Gibbs came to this Respondent, and said that Laura George was secured or made over in the deed to W. P. Jordan. That Admr. Jordan was willing to let George be sold, to pay the debt aforesaid if I had no objection to substitute in the place of George, one of the negroes made over in the deed to Atkinson for my benefit. (I then in my own right held the bond the price of the Smith Neck Land) I said that I had no objection, that this might be done so far as Mr. Jordan & myself were concerned, being satisfied that the Land & the other, or remaining negroes were ample security. Such was the understanding between W. P. Jordan & this Respondent as to this matter, This Respondent is advised that the sale of George under such circumstances is good, and the title to Barnsdale good, and the payment to Boykin, on the 6th Clause of the "Marshalling securities & Subrogation," can be sustained against such a lien, being subsequently created, as that set up by Compt^{t}. This respondent will further remark, that the slave "Jackson" was sold by Dr. Linney the Trustee & the Proceeds paid over to Compt^{t}.

The Complainant contends, that as to the surplus remaining after the two Bonds secured by the deed to Atkinson shall have been paid, the deed in his Bill mentioned is a lien thereon, for all subsequent debts for which he may might have become security to Gibbs: This respondent could not allow this to be correct, as against other creditors of Gibbs; and as there would be not enough to satisfy all the Creditors of Gibbs; he insisted that as to such debts, he the complt must share with the other Creditors who had no lien, that he could not safely to himself undertake to decide the point. This respondent is advised by the other Creditors of Gibbs, with the object of conferring this matter with the Compt, and he asks the advice of the Court in the premises. Personally this respondent is not interested in the matter, but he desires that justice may be administered to all. As Administrator of Gibbs he is ready to account at any time & in any manner the court shall

To Hon. Richd. H. Baker Judge of Circuit Court of Law & Ch
for the County of Isle of Wight in Ch. sitting &c:

The Answer of Ro. Whitfield admr of Ralph W. Gibb, and in his own right, to a Bill filed against him and ab. by Henry L. Tynes. in Ch. &c:

This Respondent for answer to so much of said Bill as he is advised it is material for him to answer, says, that he is, as alleged in the Bill, admr of R. W. Gibb &c., and believes the other facts in the main set forth, as to the execution of the deeds of trust to secure certain debts to this Respondent and to the said complainant are true, but he is freed to deny the correctness of the construction which is placed on the deed of trust to A Armistead for Tynes. Your Respondent has individually no interest whatever in the subject of controversy, and he holds two of the bonds originally executed by Gibb to him and secured by the deed of trust to Armistead his trustee, in the following manner. Several years ago one Wm Borbell departed this life, leaving a widow Rachel Borbell, and two children Elizabeth who intermarried with the said Gibb, and Alice A. Borbell who is now an infant. By his will he loaned to Rachel his widow during her life all of his estate, and at her death the same was to go to his two children, Elizabeth & Alice A. Borbell. Part of this estate was a small tract of land in the said County. After the intermarriage of Gibb with Elizabeth, Rachel the mother & Alice A Borbell went to live with Gibb. They all preferred the tract of land mentioned in the deed to Armistead, to the one bequeathed or devised by the will of Borbell. the latter was depreciating and of little or no annual value. In as much as Gibb through his wife would be entitled to one moiety of the tract devised to her, it was deemed advisable to sell this tract, and with the proceeds take in the Bonds which Gibb owed for the land which he bought of R. K. Whitfield; or rather by his advice to invest them, the proceeds in these Bonds. At the December Term 1849, of the County Court of Isle of Wight, a decree was obtained, authorizing a sale, and by a subsequent order the investing of the proceeds of sale in the two of the Bonds, the interest due up to that time was deemed to be principal for the purposes to this all the parties assented. Then two Bond one for $300 payable 1st Jany 49, the other payble 1st Jany 48 for $250 (with Int from the 1st Jany 1847, the 1st Jany 1850 deemed to be principal) are now in your Respondents hands in the same custody they were placed by the order of the County Court of I. of Wight in accordance with the petition of the devisees of Wm Borbell; and these two Bonds with a third for $300 since paid to H. Tynes the complainant by your respondent as admr of Gibb formed the price for which the Land in Smith Neck referred to in the Bill was sold to Gibb, and the Debt secured by the Trust deed to Gen. Armistead.

Mary E. Silk
as Mary-

Lynn

Feb 28th. 1862

The Answer of Elizabeth Mary Gibbs to a Bill filed Ther & Others by Henry L Tynes -- In the Circuit Court of Isle of Wight County in Chy pending

This respondent saving & excepting all manner of exception to the Bill for answer to so much of said Bill as she is advised it is material for her to Answer, says that she is the widow of Ralph W Gibbs as set forth in said Bill, but as to the other facts and circumstances she knows nothing and admits nothing; but calls for full & clear proof -; That she insists that, after the satisfaction of the trust deed executed for the benefit of R Hubbard her dower rights attach, and she claims the same in the surplus money for which the said land may be sold -; as she alleges that she is entitled to dower to Equity of Redemption, and is willing that in lieu of her life interest therein the a sum in fee corresponding to the Value thereof be allotted or paid over to her; & having answered prays hence &c

that she was twenty one years of age in April 1852

Mary E Gibbs

Gibb t.

acc.

Lyon

= [bracket] assumed at grand'canad citem.

Lost. ante 1852 fiew.

=

The answer of Ralph Gibbs, an infant under twenty one years of age, by Nath'l. P. Young his guardian ad litem, to a Bill in Chancery filed in the Circuit Court of Isle of Wight County by Henry L. Jones against Robert H. Whitfield Adm'r. of Ralph W. Gibbs dec'd. & in his own right & others

This Respondent says, he is entirely ignorant of his rights in the premises, and therefore can neither admit or deny the allegations in said Bill – He therefore prays for proof of every thing material & submits his interests therein & the Court and prays that no decree or order may be made in the premises inconsistent with his rights – & having answered &c.

Signed,

N. P. Young
Guar. ad litem

Mary E. Gibbs
Vass
Lawrenceburg

The Answer of Nathaniel Whitfield Admr. of Ralph W. Gibbs dec'd, to a Bill filed against him by

This respondent saving & excepting &c, for answer to so much of said Bill as he is advised it is material for him to answer, says, that it is true as is alleged in said Bill, that he is the duly qualified representative of the said Ralph W. Gibbs dec'd, and as such has taken possession of and proceeded to administer the Goods, Chattles, Credits &c, belonging to his intestate's estate. That he should have closed his transactions ere this, but for this suit, and another by the U. S. Agent, that he is ~~indifferent~~ ready at any & all times to render an account of his transactions in any manner the Court shall direct. He will add, that he has paid out nearly all of the funds in his hands to creditors who had liens on the property created in the life time of Gibbs - that his estate will certainly insolvent, even with the proceeds of sale of his real estate prayed for in the Bill, to sell which is not only necessary, but proper this fall. & having answered prays &c.

N. W. Whitfield

State of Alabama

County

N. W. Whitfield personally appeared before me a Commissioner of this Court of said County & made oath that the facts as stated in his answer hereto annexed are true as far as he knows or believes

Given under my hand this the 18th October 1852.

Geo. R. Atkinson

Gurney &c
v. Anson of
Lichfield &c

Order as settled

The answer of Ralph Gibbs an infant of tender years by N. P. Young his guardian ad litem, to a bill of Complaint exhibited against himself and others in the Circuit Court of Polk County by Elbridge Gurney and others;

This respondent saving to himself the benefit for answer to said bill says that he is an infant of tender years, and ignorant of the matters in said bill mentioned, and submits his rights in the premises to the honorable Court, and having fully answered prays to be hence dismissed

N. P. Young guardian ad litem

A. L. Sykes'
answer

Lisbon 19 Oct. 1852,

1st August 1851 payable 90 days after date, & to a Bond due to one Crocker since paid by this Respondent amounting to $25:55 on the 8th Sept. 1852 —

Your respondent is advised & charges that said Ralph W. Gibbs had the right to execute said Deed and that by virtue of the same your Respondent is protected from loss & is entitled to the specific lien on the property as therein specified, and that said property is not liable to a rateable distribution among all the creditors of said Gibbs — and he is advised, and charges that the stipulations in said deed are such as the law will sanction, and are not illegal or unjust towards other creditors and are not void — and he denies that the property named therein is responsible to the plaintiff in his demands —

Your Respondent further says that no other creditor, had any lien of any kind against said Gibbs, since the deed to your Respondent was executed ~~&~~ to the time of the death of said Gibbs (and that he is entitled to preference, if on no other grounds, because, his debt is equal in dignity to the plaintiffs & he has equal law in its behalf, and ~~has~~ the greater Equity —

This Respondent therefore prays that the Deed of Trust aforesaid may be decreed to be ~~closed~~ closed & that the several debts to which he has become bound for said Gibbs, by virtue thereof may be paid as they ought to be — and that such other relief may be granted him as is consistent with equity &c and having answered &c prays to be hence dismissed &c.

John R. Kilby, adm.

by H. L. Lyons Sol for N. L. Lyons

Isle of Wight County
~~Southampton County~~ Court.

This day Henry L. Lyons personally a Commissioner in Chancery of this County Court came before me & made oath that the foregoing answer contains the Truth to the best of his knowledge & belief — Given under my hand this 19th day of Oct. 1852.

Geo. R. Atkinson

The answer of Henry L. Tynes, to a Bill in Chancery filed in the Circuit Court of Isle of Wight County by Eldridge Gurney &c. against Elizabeth Gibbs & others —

This Respondent says it is true as stated in the said bill, that Ralph W. Gibbs, died, and left the widow, & infant child as named, and that Robert H. Whitfield is his administrator —

That he knows nothing of the plaintiff's demands, that the deed referred to, as executed by Ralph W. Gibbs to Benj. A. Atkinson trustee for Robert H. Whitfield he was and is aware of & has no doubt of its correctness —

That the deed of trust executed by said Ralph W. Gibbs to Crawley Gurney as trustee for this Respondent, was executed at the time specified to secure the debt of $800, and also for the purpose of securing such other debts as this ~~said~~ Respondent might become security or endorser for, and by which deed it was fully contemplated & designed by this Respondent to do — That said Gibbs was a merchant and expected to need aid & help in his business by getting this Respondent to become his security or endorser, and this Respondent was willing to do so, if he could be made secure — That this agreement was purely one of friendship for the said Gibbs & no profit to this Respondent — That he denies every thing like fraud, or other improper motive — That in good faith he afterwards became bound as Endorser & security for said Gibbs in accordance with the agreement & provision contained in said Deed of trust, in the following sums, all of which he has paid or is bound to pay, to wit. To the Farmers Bank of Virginia at Norfolk for $322: payable 90 days after date & dated 23d July 1857 — To same Bank for $129:47 dated

July 20th 1852. I acknowledge service of this Subpoena a copy
or Summons: ~~given me~~ subscribed my hand —

Mary E. Gibbs

Clerks Office
District Court United States
for Minnesota Territory
} Sworn to
before me
this 30th day
of July A.D. 1852

Mary E. Gibbs &c.

vs.

St Croix Trees &c.

In Equity

Subpoena

Filed by Solicitor
of Complainant
July 30th A.D. 1852

THE COMMONWEALTH OF VIRGINIA,

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

You are hereby commanded to summon Mary Elizabeth Gibbs, Widow, and Ralph Gibbs infant son of Ralph W. Gibbs dec'd. Robert H. Whitfield administrator of said Ralph W. Gibbs, George R. Atkinson, Crawley Finney and Henry L. Tynes

to appear at the Clerk's Office of our Circuit ~~Superior~~ Court ~~of Law and Chancery~~ for Isle of Wight County, at the Rules to be holden for the said Court, on the first Monday in August next, to answer a Bill in Chancery, exhibited against them in the said Court, by Elbridge Gurney, suing for himself and the other creditors of Ralph W. Gibbs dec'd.

~~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 shall in no wise omit, under the penalty of £ 100.~~

And have then there this Writ.

WITNESS, William P. Young Clerk of our said Court, at the Courthouse, the 16th day of July 1832 ~~184~~, and in the 77th year of our Foundation.

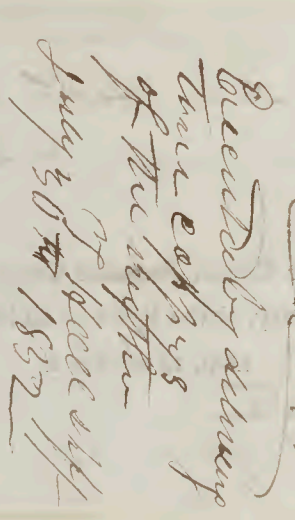
W. P. Young C.

(One Copy to be delivered each Defendant.)

July 30. 1852

Received service a copy of this
Subpoena or Summons, entirely by hand

Mary E Gibbs



THE COMMONWEALTH OF VIRGINIA,

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

You are hereby commanded to summon Robt H. Whitfield admr: of Ralph W. Gibbs dec'd. & in his own right - Geo. R. Atkinson, Francis Fenny, Mary Elizabeth Gibbs and Ralph Gibbs, the last an infant under the age of one year of age -

to appear at the Clerk's Office of our Circuit ~~Superior~~ Court ~~of Law and Chancery~~ for Isle of Wight County, at the Rules to be holden for the said Court, on the first Monday in August next, to answer a Bill in Chancery, exhibited against them in the said Court, by Henry L. Eyres

~~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 shall in no wise omit, under the penalty of £ 100~~

And have then there this Writ.

WITNESS, N. P. Young Clerk of our said Court, at the Courthouse, the 21st day of July 1852 ~~184~~, and in the 77th year of our Foundation.

N. P. Young c.c.

~~to be delivered each Defendant.~~)

all the creditors of said Gibbs deceased
to the Plaintiff Stanley must find that the said sum to said creditors
amounts, with interest to the 16th May 1853, to the sum of $330.03,
and the debts due to the other creditors with interest as aforesaid
amounts to the sum of $2574.94 Your Commissioner has
also stated an account of the debt due Henry L Symes or
claimed by him to be owing by the deed filed with his bill
and finds the amount of said debt with interest to the 16th
May 1853 to be $519.70 Your Commissioner has also stated
an account of the real estate of which the said Ralph
W Gibbs died seized and possessed or entitled to, and finds
its fee simple value to be $[illegible] and its annual value $20
Given under my hand as Commissioner of said
Court the day and year first aforesaid
G W Atkinson

Commissioners fee $12.00 Time employed 6 hours
Geo W Atkinson

Exam
ined
and
Recorded
this
16. May 1853

An Account of the debts Sums or demands due by Ralph W Gibbs deceased to Henry H Tynes by him to be secured by the deed filed with the Said Joint Bill.

A debt found by H & Z Tynes & Co to M Cuthbert	25 53
Interest from Sept 5th 1852	1 06
A note payable in Farmers Bank Norfolk	129 00
Interest from Nov 4th 1851	11 82
A note payable to William Vesey and se	" "
cured to be in Farmers Bank Norfolk	322 31
Interest from Oct 23rd 1851	30 07
	$ 519.79

An account of the Real estate of which Ralph W Gibbs died seized and possessed

	Fee Simple value	Annual Value
One Lot in Churchstreet in Nansemond	$ 200 00	$ 20 00

Commissioners Office Smithfield, April 24th 1853

To the Worshipful Court of Isle of Wight County

Pursuant to a decree of the Circuit Court of Isle of Wight County rendered on the 19th day of May 1853. in the Suit in Chancery wherein Henry H Tynes complainant is one, and Eldridge Gurney complainant in the other are Robert H Whitfield, as administrator of Ralph W Gibbs deceased, Mary E Gibbs and others defendants, the undersigned one of the Commissioners of said Court, to whom was referred for settlement by said decree, the following accounts, 1st an account of the transactions of Robert H Whitfield as administrator of Ralph W Gibbs deceased. 2nd an account of all the real estate of which the said Gibbs died seized and possessed or entitled to, shewing the annual and the simple value, 3rd of the transactions of George R Atkinson and Caroline Fen wick Trustees respectively in regard to the trusts in the bills mentioned, shewing what sum or sums, if any, secured by said deeds are still due, 4th an account of the debts due by said Gibbs to the plaintiff Gurney, and all other creditors and 5th a separate account of the debts due Henry H Tynes or claimed by him to be secured by the deed filed with his bill, reports to the Court that he ha[illegible] notices to all the several parties aforesaid, requiring them to attend the settlement of the said accounts before him at his said office on the 3rd day of April 1853 at which time parties aforesaid appeared before your Commissioner, and he the said Commissioner examined the vouchers and stated and settled the foregoing account of the transactions of Robert H Whitfield as administrator of Ralph W Gibbs deceased, and finds a balance due from the said administrator to the said estate, of $900.07 on the 16th day of May 1853. Your commissioner has not charged the said administrator with interest on the balance in his hands when the first and was made, because the said administrator is unable to pay off said balance, until a decree of this court directs him to do so, and there is no evidence before your Commissioner that he has used the funds to his own benefit. Your Commissioner has stated an account of transactions of George R Atkinson Trustee in a deed from said Ralph W Gibbs to secure a debt to Robert H Whitfield and finds that the said Trustee on the 1st day of October 1852 sold the land conveyed to him by said deed for the sum and dollars, and that after paying said debt, the commissions of the Trustee, and the charges attending the execution of the trust there remained the sum of $187.67 which the Trustee has in his hands subject to the order of this court

Your Commissioner has not stated any account of the transactions of Caroline Fenwick Trustee in the deed mentioned in said bills, because he has not been able to obtain evidence of any transaction that has been had before him

Your commissioner has stated an account of the debt due

An account of the debts claims and demands against Nelson Wells deceased arranged in their respective degrees of dignity.

A note due to William Hammond	24 85	
Interest on the same from 3rd March 1851 to May 16th 1853	2 73	16 98
A note due to Herman and Co	78 23	
Interest from May 30th 1851 to May 16th 1853	8 30	81 73
A Note due to James C H Bruff	139 53	
Interest from 16th October 1851 to May 16th 1853	13 18	173 00
A Note due to John Brunson	2 03	
Interest from August 25th 1851 to May 16th 1853	21	2 24
A Note due to Payson Poynter and Co.	375 81	
Interest from Nov 3rd 1851 to May 16th 1853	43 83	421 73
A Note due to Henry L Tynes	130 75	
Interest from 1st July 1851 to May 16th 1853.	13 58	134 33
A Note due to Geo T Carroll guard of Ellen E Wells	23 30	
Interest from June 1st 1850 to May 16th 1853	4 32	30 02
A Bond to John S Hobson	28 50	
Interest on same from May 2nd 1850 to May 16th 1853	5 10	33 60
An open account due Eldridge Gurney the Plaintiff	221 98	
Interest from December 10th 1851 to May 16th 1853	19 32	241 30
An open account due to Joseph Branch	2 25	
Interest from December 31st 1851 to May 16th 1853	18	2 43
An open account due to Haynes & Gunn	149 81	
Interest from December 31st 1851 to May 16th 1853	12 35	162 16
A due bill due to M A Lester	12 51	
Interest from June 6th 1851 to May 16th 1853	1 43	13 93
A Bond due to M A Lester	120 00	
Interest from January 28th 1851 to May 16th 1853	16 58	126 58
A Bond payable to Henry L Tynes	20 00	
Interest from April 13th 1851 to May 16th 1853	2 50	22 50
A Bond due to Henry L Tynes	6 33	
Interest from 8th April 1851 to May 16th 1853	76	7 09
An open account due to William B Melby	7 77	
Interest from December 31st 1851 to May 16th 1853	64	8 41
An open account due to William Shirwood	44 13	
Interest from December 31st 1851 to May 16th 1853	3 64	47 77
An open account due to Joseph C Mendor	50 24	
Interest from December 31st 1851 to May 16th 1853	4 14	54 38
An open account due to A H Phillips	10 25	
Interest from July 1st 1851 to May 16th 1853	1 05	11 30
An open account due to Darden D Hall	80 00	
Interest from December 31st 1851 to May 16th 1853	6 70	88 70
An open account due to Edward D Hall	6 16	
Interest from December 31st 1851 to May 16th 1853	49	6 54
An open account due to A & J Bryan	123 75	
Interest from December 31st 1851 to May 16th 1853	10 37	136 12
A Note due to Wm H Allison	5 49	
Interest from August 27th 1850 to May 16th 1853	1 38	987
		1839 97

Amount Brought forward		1839 97
A bond due John Garner	30 00	
Interest from Nov 1st 1845 to May 16th 1853	13 57	43 57
A bond due to Jno Elliott	28 00	
Interest from February 1st 1845 to May 16th 1853	17 30	45 30
A Bond due to Patrick Jordan	3 57	
Interest from June 1st 1851 to May 16th 1853	43	4 00
An open account due to Daly and Casey	23 87	
Interest from October 18th 1851 to May 16th 1853	2 44	25 31
A note due from Wells	172 43	
Interest from May 2nd 1851 to May 16th 1853	21 15	193 58
An open account due to Patrick Doles	17 00	
Interest from December 31st 1851 to May 16th 1853	1 40	18 40
A Bond due to Thompson Atkins	13 49	
Interest from Nov 30th 1850 to May 16th 1853	1 94	15 43
An open account due to Robert Lawrence	14 32	
Interest from December 31st 1851 to May 16th 1853	1 44	15 91
An open account due to A Johnson	11 69	
Interest from December 31st 1849 to May 16th 1853	2 16	13 85
An open account due to Edwin C Phillips	5 65	
Interest from December 31st 1851 to May 16th 1853	41	5 46
An open account due to William Sherwood	38 72	
Interest from December 31st 1851 to May 16th 1853	4 64	43 36
A Note due to Plaintiffs Eldridge Gurney	74 25	
Interest from April 17th 1851	9 28	83 53
		2383 27
Amount of debts	$2383 27	
Amount Claimed by plaintiff Tynes to be secured in deed of Trust	" "	
	314 70	
	$2704 97	

Of The Estate of Ralph W Gibbs deceased In account with

1851

October 31 To cash John H Parr for coffin 12 50
" " " paid Sheriff of Bundemore Taxes 2 41
" " " paid H G Powell services as Clerk 2 00
" " " paid Sheriff of Isle of Wright Taxes 5 20
" " " paid John C Jordan services as executor 5 00
1852 May 20 " paid H D Tynes on bond secured by him as Deputy Sheriff 258 80
" " " paid D D Jordan on bond secured by him as Deputy Sheriff 6 1806
June 5 " paid A D Boykin on " " " " " " " 103 92
" 11 " paid H D Tynes on bond after confirmation 244 99
" " " paid H D Tynes on bond secured by him as Deputy Sheriff 398 25
" " " paid the Sheriff of Clerk services after Testators death 21 50
" " " paid Taxes and Clerks tickets 6 19
" " " paid Attorneys fee for suit as commissioner sales 20 00
" " " paid John Carmichael for rent last on settlement 8 73
" " " paid Dr Chas Wise for rent " " 10 13
October " 5 per cent Commissions on $3849 89 receipts 142 49
" Balance due the Estate 768 02

$3849 89

1853

May 16 To 5 per cent Commissions on $139.00 receipts 6 95
" Balance due the Estate 90007
97

$ 90702

The Estate of Ralph W Gibbs In account with George W Goodwin

1852

October 1 To paid Robert H Whitfield amount of his debt 75933
" " " 5 per cent commissions on proceeds of sale 50 00
" " " the sum retained for writing deed 3 00
" " " Balance due by Trustee 18767

$1000 00

Robert H Whitfield his Administrator 6

1851

October 31 By the sum received from Howell on account $ 3 53
" " " The sum received from Mrs Howe on account 1 00
1852 January " the sum received from Thomas Gordon rents 1 18
" " The sum received from Knight & Howe 10 40
April 30 " The sum proceeds of sale of grass on Store 329 16
May 20 " The sum proceeds of sale of Corn on Isle of Wight 2437 75
" The sum amount collected from Sundry persons 59 26
" The sum received from W H Graves 1 61

$3849 89

1852

October By Balance due the Estate as per Com $ 768 02
" the sum received from Sundry persons 87 00
" The sum received for Rent 50 00

$ 90702

Estate in " deed executed by same Gibbs for the benefit of Robt H Whitfield

1852

October 1st By the sum proceeds of sale of Slaves mentioned " "
by said deed $1000 00

$1000 00

To the Circuit Court of Isle of Wight County

The undersigned, reports that pursuant to the annexed decree of the two Circuit Court of Isle of Wight County rendered in a cause in chancery depending therein, the one between Henry L Lynes plaintiff and Robert H Whitfield admr of R W Gibbs deceased and others defendants and the other between Eldridge Gurney plaintiff and Robert H Whitfield administrator of Ralph W Gibbs deceased defendant he has paid over to Mary E Gibbs the sum of $37.53 and to Henry L Lynes the sum of $159.14 as will appear by the receipts of the said Mary E Gibbs and Henry L Lynes annexed to a copy of said decree filed herewith

Geo R Atkinson

The undersigned commissioners reports that in obedience to the annexed decree he has distributed the sum mentioned among the Creditors whose claims and lien is specified by Commissioner Geo. A. Atkinson as will appear by the Reports Statement "A" herewith filed.

D. H. Whitfield & Co

D. H. Whitfield & Co's Report
Ex. Parte
Geo. A. Atkinson
Com. &c.

Statement showing the manner of distribution of the Funds, decreed, in the suits of H. L. Tynes & Guernsey &c. v. R. H. Whitfield admr of R. W. Gibbs, at May term 1853 — with columns of names of Creditors, the what amt of their debt, their pro-rata share and the receipts of the creditors. their names being signed hereto evidence of having received their sums — Amount to be distributed is (per decree) $907.02

Costs of suits of Tynes v. Gibbs adm. including $15.75 paid me H. L. Haynes Esq		37.92
" " " Guernsey v. same. excluding Haynes fee		8.57
Blanks for R. W. Gibbs admr		1.51
Fee to be reserved. Rich H Baker Jr atty;		30.75
Retained for R. W. G. costs p. Statement. Rich H Baker Jr "		2.50
Amt to be paid H. L. Tynes per decree of the	(907.02)	22.03
	H L Tynes Co	$103.39

Amount of Nett Funds to be distributed is ($803.63) = per cent 29.4

This column shews names of each creditor —	This amt of debt: $	ct
Wm Sherwood. (note)	16	98
Herman & Co	81	73
James R. Bruff.	175	00
Jno. Minton	2	24
Pegram Paynter & Co	421	73
Henry Tynes	511	45
G. W. Carroll. gd. of E. J. Mann	30	04
I. J. Hudson for I. B. Southall	83	60
Guerney (Elvira &c) Ratcliff	246	50
Jos. Bunch	2	43
Haynes & granberry	162	16
Mary Lester	140	50
Wm B. Milby	6	41
Wm Sherwood & Son	47	77
Jas. C. Meador	54	36
Nat. P. Phillips	11	30
D. D. Hall.	88	76
Jos. & Jno. Vail	6	54
A. G. Boykin	136	12
Trimble & Wilson	9	87
John Garner	43	57
John R. Elliott	57	30
W. D. Jordan	4	20
Daly & Very	28	31

This is, when names of creditors is signed, a receipt for the sums to which each one is so entitled —	Pro rata share $	ct
Sept 1st/53 Wm Sherwood	5	03
Sept 1/53 " Herman & Co Paid	24	25
Sept 21/53 I Berkley for Jas Bruff	51	95
paid receipt filed	00	65
Hall & Haigh all for Pegram Paynter & Co	125	11
paid H L Tynes	151	73
G. W. Carroll Paid	8	92
1853 Sept 29th Paid Jas B Southall	9	96
Rich H Baker Jr atty: Oct: 12. 53	73	13
1853 aug. 8 Paid Jno. R. Killby one of admrs.		71
1853 Sept 2 " Haynes & Granberry	48	10
Rich H Baker Jr atty oct 12. 53	41	68
W B. Milby	2	49
Sept 1st 53 Pd W. Sherwood per Baker.	14	17
Paid Augt 1853 Jas. C. Meador	16	11
pd rec. Aug 8. 1853 N P Phillips	3	37
Paid D. D. Hall	26	31
Paid J & J D Vail	1	93
A. G. Boykin Paid	40	37
	2	91
A. G. Boykin Paid	12	90
A. G. Boykin Paid	16	98
W. D. Jordan,	1	23
Paid Daly & Very	8	38
	$688	33

Statement of distribution made of Funds, in my R. H. Whitfield admr of Ralph W. Gibbs dec'd according to a decree of Court of Eq. of last May 1853 - with the names of Creditors, amt of debts and sums due, prorata to each, & the receipts of Creditors, case of Tynes & Guernsey v. Gibbs admrs

Names of Creditors	Whole debt last May 1853 — $	ct	Pro rata debt per ct 29 $	ct
Josiah Wills	193	88	50	57
Patrick Doles	18	40	5	45
S. White	15	48	4	60
Ro. Lawrence	18	96	5	62
A. Johnson	12	85	3	80
Edwin Phillips	5	46	1	62
Wm Sherwood dec'd	63	56	18	86
Eldridge Guernsey &c	83	43	24	78
Total debt	$2732	80	$115	26
Amt. brot over			688	33
			$803	59

The names of parties, or Creditor signed as a receipt for their pro-rata share - shewn by this column.

1853 augt 8 Paid John R. Killby admr.
paid Patrick Doles
Paid S White
paid & receipt filed Ro: Lawrence
Paid E. E. Phillips.
Sept 1st Paid W. Sherwood
Sept 1st " " N. Sherwood
Rich H Baker Jr atty;

Dec. 5. 1853. Recd. of Ro. H Whitfield Thirteen dollars & forty cents, the amt. of my fee in the suits of Tynes & Gibbs and Guernsey v. Gibbs.

W. D. Conner c.c.

Rec of Robt Whitfield the sum of sixty five cents, being
Jno Clinton's pro rata share of the funds of R. N. Gibbs
estate, ordered to be distributed in the suit of Gurney v.
R. N. Gibbs adr. and H. L Tyus v. same - 1853 - pending in
the [illegible] Court of Equity. Aug. 26. 1853.

his
John X Clinton
mk.

All Available Text Successfully Captured

Haynes & Granbery

Receipt

Norfolk Sep: 13. 1852, Recvd of R. H Whitfield Com:, through the hands of R. H. Baker Jr, Eleven Dollars 40/100, amt: due us under his second distribution of Gibbs apst, as per his statement -

$11.40

Haynes & Granbery
per W H. Granbery

The undersigned the Commissioner appointed by the annexed Bond to collect the Bond therein referred given for the purchase of the Estate & Lot in Cherokatuck, beg leave to say that he has duly collected the same of George A. Bunch who had subsequently purchased the Lot of Sayres the original purchaser: and the amt. distributive of which appears by the annexed Statement marked "B" & herewith filed—

N. Wickersham

"B"

Statement of distribution
Proceeds of sale of Lot in
Estate of Richard G. Queeny
to Geo. A. Gillingham

Amt. brot. over [illegible]

		Amt 6 &	Fees & costs
Th. L Tyrrs acct	$1931.94		
	$30.00	3.	49
Jno. A. Jones	1.08.		10
	$1968.02		
Jas. R Duff	123.05	12.	29
	$2091.07	$15.	88
Amt. from foot base		192	76
		$208.	64

Paid H. L. Tyrrs Sept. 20th 1832

Retained by N. L. Whitfield. atty

Retained by N. L. Whitfield. atty

By decree of Oct. 1853 = amt. to be distributed — $267.25 - 2 yrs $2.00 = to be $269.25 - to be credited $57. 6 mos and $1.25 less $2.33 cts = 60.54 — The amt. to be distributed = $208.67

Names of Creditors:	Original Claim amounts		Amt. paid pro rata to Creditors under previous order		Amount due after 1st dividend		Sum to be paid on note & endorsements of Record for Int.		Receipts of Creditors. paid per ct. 9.97
	$	¢	$	¢	$	¢	$	cts	
W. Sherwood (2 claims)	80	54	33.84		52	68	5	65	W. Sherwood Clerk 25th — 54
W. Sherwood & Son (of Geo.)	47	77	14.17		33	60	3	35	A. H. Baker for W. Sherwood
Herman & Co	91	73	24.25		57	48	5	73	J. Seaman & Co — Aug 25 54 — Paid
Jno. Winstons	2	24	65		1	59		15	Retainer for Winston
Pegram, Peyton & Co	421	73	125.11		296	62	29	65	R. H. Baker for atty. aug 25.
Henry L. Tynes	511	45	151.73		359	72	35	96	paid H. L. Tynes Sept 20th 1854
J. W. Carroll Sr.	30	04	8.92		21	12	2	10	Jno. W. Carroll
J. B. Smithall (for Woodson)	33	60	9.96		23	64	2	35	August 21st. Paid B Southall
E. Guerney (2 claims)	330	03	97.91		232	12	23	20	R. H. Baker for atty. aug 25.
Jos. Burch	2	43	.71		1	72		16	Wm R. Tilby. atto. Sep 4 1854
Haynes & Greenlee	162	16	48.10		114	06	11	40	Retained
Mary Lester	140	50	41.68		98	82	9	87	R. H. Baker for atty. aug. 25
W. A. Milby	8	41	2.49		5	92		59	Pd W. B. Milby
Jos. B. Meador v	54	36	16.11		38	25	3	81	Jos. B. Meador Sept 11th 1854
N. P. Phillips	11	30	3.33		7	97		78	paid N. P. Phillips
D. D. Hall v	88	76	26.31		62	45	6	23	paid D. D. Hall Sept 13/54
Jos. & Jno. Vail	6	54	1.93		4	61		45	Retained by Counsel
A. G. Boykin	136	12	40.37		95	75	9	56	A. G. Boykin paid
Wm. H. Wilson	9	87	2.91		6	96		68	retained by R. & W. attys
Jno. Garner	43	57	12.90		30	67	3	05	A. G. Boykin paid
Jno. R. Elliott	57	30	16.98		40	32	4	02	A. G. Boykin paid
W. P. Jordan	4	20	1.23		2	97		28	W. P. Jordan Sept 25th
Daly & Veny	28	31	8.38		19	93	1	98	W Veny aug 25 1854
Jos. Wills	193	88	50.53		143	35	14	32	Wm R. Tilby atto. 4 Sep. 1854
Patrick Dolee	18	40	5.45		12	95	1	28	Retained by R. & W. attys
D. White	15	84	4.60		11	24	1	11	Do
Ro. Lawrence v	18	90	5.62		13	34	1	32	Do
A. Johnson	12	85	3.80		9	05		90	Do
Ed. Phillips v	5	46	1.62		3	84		37	E. G. Phillips
Pegram Peyton					46	68	4	65	R. H. Baker for atty. Aug. 25.
Geo. H. Crump					47	57	4	74	Geo. H. Crump. Aug 25th /54
Lewis Chopin					9	74		96	Retained by R. & W. attys
W. Mead v					21	22	2	11	Wm. B. Mead Sept. 16th /54
carried over					$1931	94	192	76	

for that purpose Make Sale of the house and lot in the Chuckatuck, Nansemon County, of which the said Ralph W. Gibbs died seized & possessed, at such time and place as he may deem best, At public auction on a credit of Six months, except for costs and charges of Sale, which he will require in cash, having given at least twenty days notice thereof by advertisement at the Court house door of Nansemond and Isle of Wight Counties and at Chuckatuck, and will take from the purchaser bond with good security for the balance of the purchase money, and return the same and make report to Court. But before the said Robert A. Whitfield shall make such Sale, he shall execute a bond with good security before the Clerk of this Court, in the penalty of $300. Conditioned according to law. and liberty is reserved to the plaintiffs in the said cause of Gurney and others against Gibbs administrators and others, to apply at the next term of this Court for any other or further decree in these causes or, for the alteration and correction of any of the principles hereby decreed to which they may be entitled.

A Copy Teste

L. P. Young Cr.

Costs in Suit of Tynes v. Gibbs $37.93
Costs in Gurney's suit Excluding
attys. fee 8.57

Amt. of Costs for v. Defts
Costs of Suit adv. in Tynes Suit $1.00
Do. in Gurney's suit .61
$1.61

Rec'd of Geo. R. Atkinson the sum of one hundred and fifty dollars & 14 Cts. being the amt. directed to be paid to me by the within decree on acct of Gibbs Realestate &c.
Sept. 12. 1853. H. L. Tynes

Rec'd Sept. 15. 1853 of G. R. Atkinson the sum of thirty seven Doll. & 43 Cts amt. of the decree of Court in the within mentioned. Mary E. Gibbs

Note. $2.50 cents for G. R. K. B. to be received for them.

At a Circuit Court held for the County of Isle of Wight on the 18th day of May 1853.

Henry L Lynes — vs — Robt. H. Whitfield admr. of Ralph W Gibbs dec'd.

And

Eldridge Gunny
against
said Gibbs' administrator and others

In Chancery

These causes came on this day to be again heard on the papers formerly read, and the report of Commissioner George R Atkinson made pursuant to the decree of the 19th of October 1852. To which no exceptions have been filed. And was argued by counsel, on consideration whereof the Court doth confirm the said report, and doth adjudge, order and decree, that George R. Atkinson trustee, out of the sum of $187.67. in his hands arising from the sales of the real estate of said Ralph W. Gibbs dec'd. pay to Mary E. Gibbs widow of said deceased in lieu of her right of Dower therein, the sum of $37.53. being one fifth thereof, and the balance ($150.14) pay to Henry L Lynes on account of the claimes due him and secured by his deed of trust referred to in the proceedings. and make report to Court. And the Court doth further adjudge, order and decree that Robert H. Whitfield as administrator of Ralph W. Gibbs dec'd. pay and distribute the sum of $907.02 in his hand as appears by said Commissioners report; as followers, first pay the costs of the two above named suits, including the usual Attorneys fee in the case wherein Henry L. Lynes. is plaintiff; and a fee of $30.75 in the Case wherein Gunny is plaintiff, and such costs and charges as he has incurred in the defence of these suits. And then pay to Henry L. Lynes the sum of $22.03. being the surplus arising from the sales of Negroes. Conveyed by the said Lynes deed of trust aforesaid after paying prior liens, and then pay and distribute the balance ratably among the general Creditors of the said ~~deceased~~ deedent as ascertained by said Commissioners report, including among the genial Creditors the balance due said Henry L Lynes of $347.53. and make report to Court.

And the Court doth further adjudge, order and decree that Robert H. Whitfield, who is here, appointed Commissioner.

Gwennegas V. Gibbs adm
Tynes. — . V. Lancie

Report of Comm
R. H. Whitehurst in
favor of Lot - & bond
of Purchaser

Henry L. Ivy's Adm'r. vs. Ralph W. Gibbs Adm'r. &c. } To the Hon. R. H. Baker Judge
E. Guerney Adm'r. &c. vs. Same } of the Circuit Ct. of Isle of Wight Co
" " " " " " } Isle of Wight Co. to wit:

The undersigned a Commissioner appointed by the decree pronounced in the above Cases pending in this Hon'ble. Court, to offer. at the May Term 1853, to effect the sale of a house and Lot in Churchland, Nansemond Co, belonging to the late Ralph W. Gibbs dec'd: after having duly advertised the same and the time and place of sale, according to the requirements of said decree - Offered the said, to wit, the House & Lot, at Public Auction, on the 8th of August last: and the said House & Lot was bid off by one Washington L. Ivy Jr for the sum of $285.00 - that being the highest bid made: The expenses of sale viz: ~~one~~ $17.75 = leaving the nett balance to be $267.25 for which the bond of said Ivy's the purchaser, and H. L. Ivy his security, was taken & the same is herewith returned to court &c: All of which is respectfully submitted By

R. H. Whitfield Comr.

Isle of Wight Augt. 20. 1853

Statement:

~~Bond date 8th Augt. and due one year after~~

Sale. 8th Augt. 1853. 6 mos. Credit. $285-

Comr. 5 p. 14.25

Crier . . 1.

Writing Deed 2.50

$17.75

Bond to Balt. $267.25 $285.00

$285-0.0

March 21st 1854, The above Bond for $267.25 was delivered to me this day

R. H. Whitfield Com

of said Estate, to the plff. Surrey and all other creditors —

5. a separate account of the debts due Henry R. Sypes or claimed by him to be secured by the deed filed with his Bill —

all which accounts the said Commr was directed ~~and made~~ report to Court, with any matter specially stated, deemed pertinent by him or required by any of the parties to be so stated —

On motion of the plffs. N. P. Sharpe is appointed guardian ad litem to defend the infant defts. in the said cause according named, and thereupon with leave of the Court, the said guardian ad litem filed their answer of said infant & the plffs. then replication thereto.

Sypes
vs
Smith adm
and
Surrey
vs
Vanne

Decree

Entered
Dec. 1st 1870
P. K. Bailey
Clk.

Types

v.

Gibbs adr &c

and

Gurney &c.

v.

same &c.

On mot. of the pltff A. P. Young is appointed guardian ad litem to the infant defr in the said second cause

And. The answers of Ro. N. Whitfield as adr of Ralph W. Gibbs dec'd, and in his own right to the Bill of the Complt. Gurney this day filed by leave of the Court, ~~and replications thereto~~ - ~~And~~ these ~~two~~ causes came on to be heard ~~or to be heard~~ together - The first case on the Bill of the Complts: and exhibits filed therewith, the answers of Ro. N. Whitfield adr of Ralph W. Gibbs dec'd, Mary E. Gibbs and of the infant defts. by A. P. Young his g.d. ad litem, and replications thereto - and the second case came on to be heard on the Bill of the Complt: the answer of the defts. Mary E. Gibbs and of Ro. N. Whitfield as adr aforesaid, this day filed by leave of the Court - and replications to said answers and was argued by Counsel: On consideration whereof the Court doth adjudge, order & decree, that one of the Comrs. of this Court, take the following accounts -

1- an account of the transactions of Robert N. Whitfield as administrator of Ralph W. Gibbs dec'd -

2- an account of all the real estate of which the said Gibbs died seized and possessed, or entitled to - shewing its annual and true simple value

3. an account of the transactions of George R. Atkinson, and Crawley Denny trustees, respectively in regard to the trusts in said Bill, mentioned shewing what amounts, if any, remain by said Deed are still due -

4. an account of the debts, due by the estate of said

bills mentioned, shewing what amounts if any secured by said deeds are still due.

4th. An account of the debts due by the estate of said Gibbs to the plaintiff Gurney and all other creditors. 5th. A separate account of the debt due Henry L. Lynes or claimed by him to be secured by the deed filed with his Bill, all which accounts the said commissioner will report to court, with any matters specially stated, deemed pertinent by him, or required by any of the parties to be so stated.

A Copy
Seste

N.S. Hamlet.

Exh.

Lynes } Co decree
vs.
Gibbs' exrs
and
Gurney } Co decree
vs.
Gibbs Exrs

15305.11
4014.14
23111.14
8333
238513.27

75933
83333
87333
1111111
10114

At a Circuit Court continued and held for the County of Isle of Wight on the 19th day of October 1852

Henry S. Tynes — Plaintiff

against

Robert H. Whitfield admr: of Ralph W. Gibbs dec'd. Sals. Defts.

And

Eldridge Gurney — Complainants

against

Mary E. Gibbs and others — Defendants.

On the motion of the plaintiff N. P. Young is appointed guardian ad litem to the infant defendant in the said second suit, and the answer of Rb. H. Whitfield as administrator of Ralph W. Gibbs dec'd. in the said two cases and Henry S. Tynes to the bill of the complainant Gurney being this day filed by leave of the Court, these causes came on to be heard together, the first case on the Bill of the complainant and exhibits filed therewith, the answer of Robert H. Whitfield admr: of Ralph W. Gibbs dec'd. Mary E. Gibbs and of the infant defendant by N. P. Young his guardian ad litem and replication thereto, and the second case on the Bill of the Complainants the answer of the defendants Mary E. Gibbs and of Robert H. Whitfield as administrator aforesaid, this day filed by the leave of the Court and replication to said answers and was argued by Counsel, On consideration whereof the Court doth adjudge, order and decree that one of the Commissioners of this Court take the following accounts. 1st. an account of the transactions of Robert H. Whitfield as administrator of Ralph W. Gibbs dec'd. 2nd. an account of all the real estate of which the said Gibbs died seized and possessed or entitled to, shewing its annual and fee simple value. third an account of the transactions of George R. Atkinson and Crawley Finney Trustees respectively in regard to the lands in the said

public auction on a credit of six months (except for costs & charges of sale which he will require in cash,) having given at least thirty days notice thereof by advertisement at the Court house doors of Nansemond (and Isle of Wight Counties and at Chuckatuck, and will take from the purchaser bond with good security for the balance of the purchase money & return the same, and make report, to Court.

But before the said Robert H. Whitfield shall make such sale, he shall execute a bond with good security before the Clerk of this Court in the penalty of $300, conditioned according to law — and liberty is reserved to the parties in this cause of hearing and on their advertisement to apply at the next term of this Court for any other or further decree in this cause or for the alteration and correction of any of the provisions hereby decreed, to which they may be entitled.

Jones &c.
v.
Hill, admr &c.

Decree May 6th 1853.

Tynes v. Gibbs' adm'r. &c.:

(and

Gurney &c. v. same

These causes came on this day to be again heard on the papers formerly read, and the report of Commissioner, Geo. R. Atkinson, made pursuant to the decree of 19th of October 1852, to which no exceptions have been filed and was argued by Counsel: On Consideration whereof the Court doth confirm the said report, and doth adjudge, order and decree that Geo. R. Atkinson Trustee, out of the sum of $187.67 in his hands arising from the sale of the real estate of said Ralph W. Gibbs and, pay to Mary E. Gibbs widow of said deceased in lieu of her right of Dower therein, the sum of $37.53 being one fifth thereof, and the balance ($150.14) pay to Henry L. Tynes on account of the claims due him secured by his deed of trust referred to in the proceedings — and make report to Court —

And the Court doth further adjudge, order and decree that Robert H. Whitfield as adm'r. of Ralph W. Gibbs dec'd, pay and distribute the sum of $907.02 in his hands, as appears by said Commissioner's report, as follows — first pay the costs of the two above named suits, including the usual attorney's fee in the case wherein Henry L. Tynes is plaintiff, and also of $30.75 in the case wherein Gurney is plaintiff, and such extra charges as he has incurred in the defence of these suits; and then pay to Henry L. Tynes the sum of $22.03 being the surplus arising from the sales of negroes, conveyed by the said Tynes, and of trust aforesaid after paying prior liens, and then pay and distribute the balance ratably among the general creditors of the said decedent as ascertained by said Comm'rs. report including ~~in said~~ among the general creditors the balance due said Henry L. Tynes of $347.53. and make report to Court —

And the Court doth doth further adjudge, order and decree that Robert H. Whitfield, who is hereby appointed Commissioner for that purpose, make sale of the House & Lot in Churchland, Nansemond County, of which the said Ralph W. Gibbs died seized and possessed, at such time & place as he may deem best, at

W. L. Tyne, $32.50 with interest from 1st Jany 1852; To Jno. A. Jordan $1. with Int. from 1st Jany 1852. and the said Ro. H. Whitfield Spl. Com. aforesaid, will make to W. L. Tyne the purchaser of the said estate sold under the decree of ~~Court~~ term last, a deed in the usual form with special warranty & report to Court.

Tyne v. Whitfield & Turner v. Turner

Decree Oct. ct 1853.

Ingles v. Gibbs (and Gurney, sal: vs. Gibbs, &c.

This ~~cause and Bates~~ day Pegram, Paynter & Co. Wm. B. Snead, George H. Crumb, John A. Jordan, Jame, Chapman & W. L. Ingles, assignee of Wm. A. Bates filed their petition, together with the evidence of their several claims against Ralph W. Gibbs, deceased, praying to participate in the funds in the hands of Ro. H. Whitfield Spl. Comm., and this cause came on to be this day again heard on the papers formerly read, & on the report of Ro. H. Whitfield, special Comr. under the decree in this cause pronounced at the ~~April~~ May term of this Court 1853, to which no exceptions have been filed; and was argued by Counsel; On consideration whereof the Court doth confirm the said report, and doth adjudge, order and decree, that Ro. H. Whitfield, the special Comr. who sold the land under the decree aforesaid, receive of the Clerk of this Court, the Bond filed in the cause of W. L. Ingles and H. L. Ingles for $267.25, and collect the same, and ~~apply~~ out of the proceeds pay to Mary E. Gibbs widow of Ralph W. Gibbs dec'd the sum of $57.1 being one fifth of $285, the sales of the real estate referred to in said report, and then pay any costs remaining unpaid, and the balance, pay ~~as follows~~, ratably among the several creditors, referred to in the decree of ~~April~~ May term last, including also the following, who this day, by consent of parties filed their petition as aforesaid to wit: Pegram, Paynter & Co. $43.14 with interest from 1st July 1852; to Geo. H. Crumb $43.96 with Interest from 1st Jany 1852; to Jas. Chapman $9. with interest from 1st January 1852; to Wm. B. Snead $19.62 with interest from 1st of Jany 1852; to

To the Hon. Richd. H. Baker judge of the Circuit Court of the County of Augusta Va

Respectfully represents, that after purchasing the House and lot belonging to the estate of Ralph. W. Gibb, at a sale made thereof by Robt. Whitehead Commissioner, under a decree of the Circuit Court of the County of Augusta - in the case of Tyler & Guerney V. Gibb adm. & als. The undersigned sold the same to George H. Crump who has since paid the Bond executed by the undersigned for the purchase money: and this is therefore to certify that the said Crump should have the deed for the said Lot & house made to him, in accordance with the bargain between him & the undersigned, and this it is respectfully submitted of the Court to decree at the October term. to do. July. 1854

W L Joyner

Tyson vs Gibbs
Summons & Sum

Decree to be
entered
R. H. Baker
Oct. 20. 54.

Joyner v. Gibbs
and
Gurney Sol. vs. Gibbs &c.

This cause came on this day to be again heard on the papers formerly read for the Report of Ro. H. Whitfield Spl. Com. made pursuant to the decree (marked B.) of October Term 1853, to which no exceptions have been filed, and was argued by Counsel. On Consideration whereof the Court doth ~~adjudge order~~ Confirm said Report and doth adjudge order & decree that said Ro. H. Whitfield Com. as aforesaid make a deed with special warranty in the usual form, to Eu. H. Crum (a feme of W. L. Joyner the purchaser of the Lot sold referred to in the proceedings, ~~who is~~ now entitled Mims as per writing filed herein marked X) for the said Lot of Land in Nansemond County at or near Churchland, and make report to Court.

Tyn v. Gibby

&

Gurney v. same

Final Decree

May 6. 1833.

To be entered

R. H. Baker

Lyon &c. v. Gibby &c

&

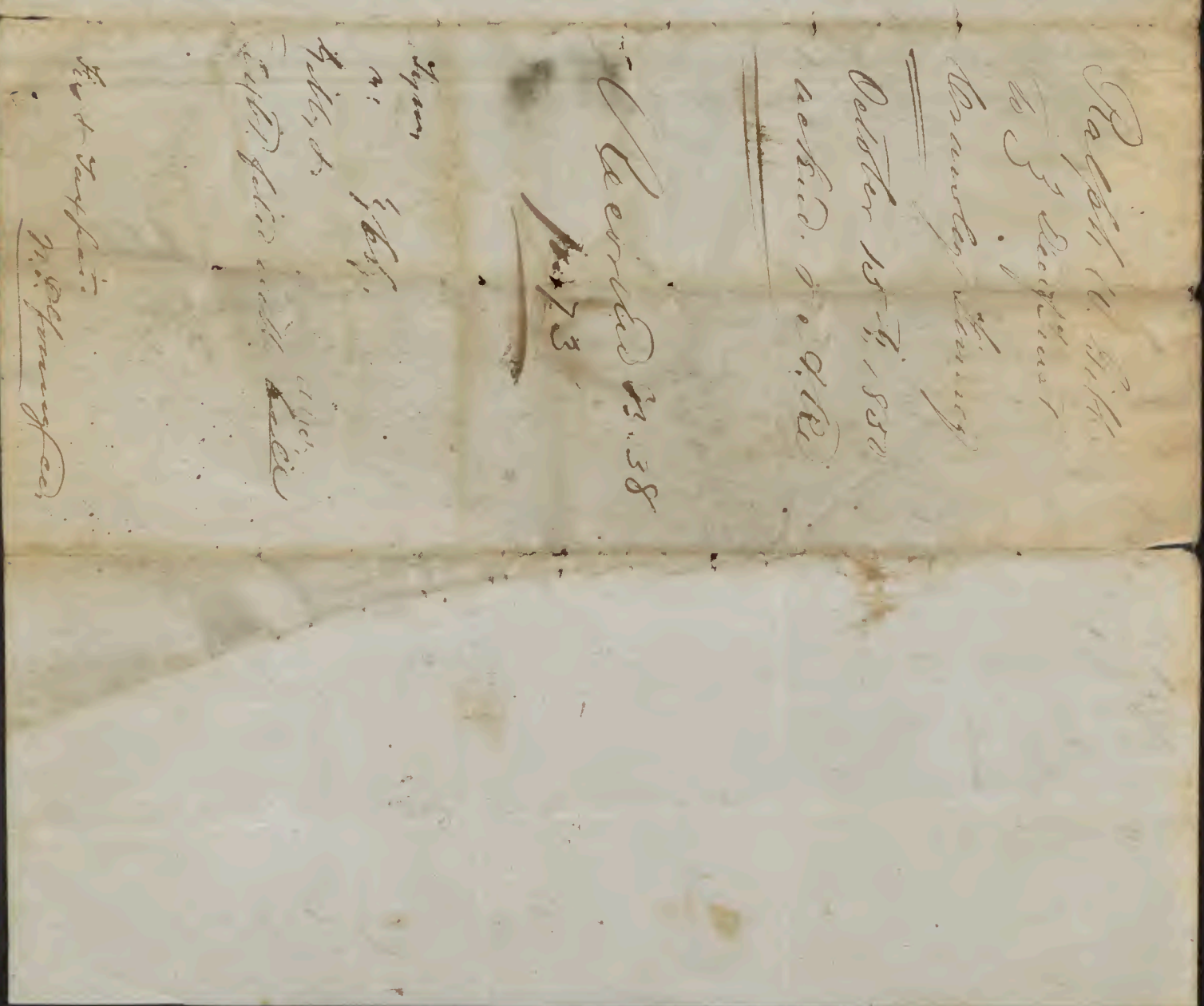
Gurney v. Same

These causes came on this day to be again heard on the papers formerly read and on the Report of Ro. H. Whitfield, Com. made pursuant to the decree of October Term, 1853 (marked B.) to which no exceptions have been filed, and was argued by Counsel: On consideration whereof the Court doth confirm said Report, and doth adjudge, order and decree that the proceedings had in these causes be confirmed, and that the same be made final and binding between the parties.

In the Clerk's office of Isle of Wight County Court October 15th, 1850 this deed was acknowledged by Libbs & Tinny & admitted to record.

Test

W. D. Young Jr.



having agreed to assist the said Ralph W. Gibbs by endorsing for or becoming his security for certain limited sums of money or amounts of indebtedness by way of assisting said Gibbs in his business, and for all which assumption of debts as endorser or security the said Ralph W. Gibbs covenants that the aforesaid property shall be held responsible & be liable to be sold, as hereinafter provided for.

The said Ralph W. Gibbs covenants and agrees that if at any time default shall be made in the payment of the said note or single bill aforesaid, or of any part thereof, to the said H. L. Tynes or his heirs or assigns and also that if at any time he shall fail to pay or cause to be paid any amounts of indebtedness for which the said H. L Tynes shall be his endorser or security as above stipulated aforesaid, that then and in either case whenever so required by the said H. L. Tynes or his assigns the said Trustee shall after giving thirty days notice at two or more public places of the time & place of sale, proceed to sale the aforesaid property or any part thereof for ready money and after paying the cost and charges of the execution of this Trust, shall pay first to the said Henry L Tynes or his assigns the aforesaid note or single bill or any part thereof that may be due with all the interest which may have accrued, and secions shall pay and satisfy all the sums of indebtedness for which the said H. L. Tynes may stand or be bound, as security to, or for, the said Ralp W. Gibbs and third if there be any balance shall pay the same to the said Ralph W. Gibbs or his assigns.

The said Ralph W. Gibbs covenants with the said Trustee that he will warrant generally the property hereby conveyed, save only a part thereof, subject to a Deed in Trust to George Atkinson, to secure to Robert H. Whitfield a certain amount of indebtedness therein named, all of which will appear reference being had to the records of the County of Isle of Wight, and the said Ralph W. Gibbs covenants with the said Crawley Finney, (that subject to the payment of the said indebtedness to R. H. Whitfield as aforesaid stated,) he will warrant & defend generally the said property & will execute & sign all such writings as may be necessary to enable the said Trustee after sale of said property or any part thereof to convey to the purchaser a legal title to the same.

It is further covenanted & stipulated by the parties that the said land & negroes & stock in fashion, herein granted to the said Crawley Finney, shall remain in the possession & the profits & uses thereof, be for the benefit of the said Ralph W. Gibbs until a sale thereof shall be made as provided for in this Trust, and that all taxes and legal impositions on the same be paid by by the said Ralph W. Gibbs.

Witness the following signatures & seals

Ralph W. Gibbs (Seal)

Crawley Finney (Seal)

This deed made the 9th day of August in the year 1850 between Ralph W. Gibbs of the County of Isle of Wight of the one part and Crawley Finney of the County of Nansemond of the other part Witnesseth: That the said Ralph W. Gibbs doth grant unto the said Crawley Finney the following properly To wit: a tract or parcel of Land lying & being in the County of Isle of Wight, and bounded by Jones Creek, the lands of Joe Driver, Watson P Jordan and Cyrus Tynes and containing Two hundred & fifty Two Acres be the same more or less, being the same Tract of Land whereon the said Gibbs now resides also Two negro men, one named Tom & the other Isaac, and also a Sloop called the Fashion with all her Sails, Tackle & furniture, In Trust to secure The payment of a note or Single bill dated The 8th day of August 1850 & payable one day after date to Henry L Tynes for the sum of Eight hundred & Seventy Six Dollars & 91 Cents, and signed & duly executed by the said Ralph W Gibbs, and also To secure the said Henry L Tynes for any debts or sums of money for which he may from time To time become responsible, as the security of the said Ralph W Gibbs, to the said Tynes

16. 1251

S.W. Cibbs

322.

Cah. 24

(B)

$ 322 00

NORFOLK, July 23rd 1857

Sixty ——— days after date I promise to pay to William Very ——— or order, negotiable, (Payable) at the Office of Discount and Deposite of the FARMERS' BANK OF VIRGINIA, at Norfolk. Three Hundred & twenty two ——— Dollars and ——— Cents, value received.

Endt the Maker.

Wm Very

R. M. Gatling

BEACON PRESS.

Lyons

v. Ely.

Gibbs adm. tab.

=

Exhibit filed with the bill

(C)

$129.47/100

Norfolk August 4th. 1851

Ninety days after date we promise to pay to Henry L. Tynes, or order, negotiable at the Office of Discount and Deposite of the Farmers' Bank of Virginia at Norfolk, One Hundred and Twenty Nine Dollars, and fourty seven cents, value received.

P.N.P. 5th. Novr. 1851

P.P.M. N.P.

$2.35

R W. Gibbs

The following endorsement is on the above

"H. L. Tynes, W.A. Graves & Bro:. Geo. Chambers

I hereby certify, that the above is a true Copy of the note, now on file in my Office, in the suit at Com: Law, of Wm: A. Graves & Bro vs Gibbs &al.

Peter B. Prentis. Clerk
of Nansemond Circuit Court.
July the 7th. 1852

Gurney
v. Gibby.
Gibby Costs

Copy order of Adm^n

A.

In the County Court of Isle of Wight

October 6th. 1837.

On the motion of Robert H. Whitfield, who made oath, and with William H. Day his security, who justified, entered into bond in the penalty of five Thousand dollars, with condition according to Law, administration is granted him on the estate of Ralph N. Gibbs dec'd. the widow having given her consent in writing.

A Copy.

Teste

N. S. Mowry Cl.

Gurney &c
vs
Gibbs &als:

Ex: "B"

With Pltffs. Bill

Gurney
vs
Gibbs

Agreement
Note -

$ 124 25/100

Norfolk, October 17th 1850

Six Months after date I promise to pay to the Order of Elbridge Gurney for value received, One Hundred Twenty Four Dollars, Twenty Five cents Negotiable and Payable, without offset, at the Office of Discount and Deposite of the Farmers Bank of Virginia, in Norfolk.

R. W. Gibbs

No. _____

N. Gibbs
apl 17/2.
$124.25

Elbridge Gurney

Apr. 17 1851
Rec'd - Fifty Dollars on
the within as per receipt given

All Available Text Successfully Captured

Norfolk Va April 17th 1851

Ralph W Gibbs Esqr

1851 To E. Gurney Dr

To	12	prs	Gents fine calf Boots	275	33.00
"	12	"	" " " "	225	27.00
"	12	"	1/2 welt kip " "	162½	19.50
"	24	"	mens welt Brogans	80	19.20
"	24	"	" pumps "	80	19.20
"	24	"	" B.G. Brogans	95	22.80
"	12	"	" Calf do	105	12.60
"	12	"	Boys half Welt	75	9.00
"	1/4	M	Cigars	2000	5.00
"	12	prs	Wos Lea Buskins	62½	7.50
"	12	"	Wos Ties	62½	7.50
"	6	"	Ladies Buskins	100	6.00
"	12	"	" Excelsiors	80	9.60
"	18	"	childs Shoes	20	3.60
"	6	"	mens Enmld Slippers	87½	5.25
"	6	"	Wos Ties	75	4.50
"	6	"	childs black and bold	50	3.00
"	12	"	Misses Lea Boots	62½	7.50
"	1	"	Gaiters		4.00
"	3		Paper Boxes	16	48
June 10th	1	pr	Ladies Slippers		75
					226.98

6 mo.

Gurney &c
vs
Gibbs & als.

Exc. "B"

With Plffs. Bill

Gurney
vs
Gibbs
Open a/c &
Note -

Gurney

vs. Ely.

Gibbs' admr. &c.

Copy deed from Gibbs
to Atherton for
Westfield filed
with bill.

6.

and conveyed by the said deed of even date herewith by said Whitfield to said Gibbs: and also the following negros, to wit: Tom, Isaac, Sauny & child, and the increase & ~~fecundes~~ Children of the females. To have and to hold the said tract of land & said negros Tom, Isaac, Sauny & child & increase & the appurtenances thereto attached to him the said George R. Atkinson & his heirs forever. But upon trust nevertheless, that he the said George R. Atkinson shall permit the said Ralph W. Gibbs to keep possession of the said tracts of land, the houses thereon and the said negroes Tom, Isaac, Sauny & child & said increase and receive the rents, hire & profits to his own use until default be made in the payment of the said several debts & bonds, and the interest accrued thereon, and until thereafter he shall be required by said Whitfield, his executors, admrs: or assigns to expose & sell at public auction the said tracts of land and said negros, or so much thereof as may be necessary for the purpose, that then after giving twenty days notice of the time & place of sale, he the said Atkinson shall sell as aforesaid the said land & negros in the following manner and terms. for cash so much as may be necessary to defray expenses of this Trust, and for so much as shall be necessary to pay off the several debts or bonds, then, at the time of sale due; and the interest which then may be due, and in error and for the balance of proceeds shall take bonds with good security, with a lien on the property. in amounts or sums and dates corresponding with the bonds or debts then to be paid, or not due or then payable - and the balance if any shall pay over to the said Gibbs or his heirs exors: or assigns. But if the whole of the said debt and the accruing interest shall be paid off and discharged, so that no default be made herein, then this indenture shall be void, else remain in full force and effect. In Testimony whereof the parties hereto have affixed their hands & seals this the day & year first above written.

Ralph W. Gibbs (Seal)
George R. Atkinson (Seal)
Robt H. Whitfield (Seal)

Isle of Wight County, to wit:

We Edwin Morrison and John R. Purdie justices of the peace in the county aforesaid State of Virginia, do hereby certify that Ralph W. Gibbs, George R. Atkinson and Robt H. Whitfield parties to a certain deed bearing date on the 1st day of January 1847 and hereto annexed, personally appeared before us in our county aforesaid, and acknowledged the same to be their act and deed, and desired us to certify the said acknowledgment to the Clerk of the County Court of Isle of Wight in order that the said deed may be recorded.

Given under our hands & seals this 26th day of January 1847.

E. Morrison J.P. (Seal)
Jno. R. Purdie J.P. (Seal)

In the Clerks office of the County Court of Isle of Wight, Jany: 28th 1847. This indenture was received with the Certificate of acknowledgment by Ralph W. Gibbs, George R. Atkinson and Robt H. Whitfield as their act and deed, and admitted to record.

Teste N.B. Young c.c.

A Copy.

Teste N.B. Young c.c.

This Indenture made the 1st. day of January 1847, between Ralph W. Gibbs of the one part, George R. Atkinson of the second part and Robt H. Whitfield of the third part, all of Isle of Wight County Virginia — Whereas the said Ralph Gibbs is justly indebted to the said Robt H. Whitfield in the sum of eight hundred and fifty dollars ($850.) by several bonds, each bearing date with these presents: the one for the sum of ($250.) Two hundred & fifty dollars (payable (with interest from said date) on the 1st. of January 1848 — one bond for Three hundred dollars payable on the 1st. of January 1849, and one for three hundred dollars payable on the 1st. of January 1850 — each as aforesaid carrying) interest from the date, bonds on the 1st. Janry: 1847. The said bonds or several debts being the balance due of the purchase money of a certain tract or parcel of land sold and conveyed to said Gibbs by said Whitfield as by a deed of conveyance of even date herewith will more fully appear. Which said several sums of money, the said Gibbs is anxious, as by the articles of sale of said land he is bound to secure the payment. And whereas also the said Gibbs is also indebted to the said Whitfield in one other bond or debt of three hundred & fifty dollars which was executed by said Gibbs to one Slaughter Crafield on the 1st. of January 1847. who assigned the same to the said Whitfield, which he is also desirous to secure the payment. Therefore this indenture witnesseth, that for and in consideration of the premises and the further consideration of one dollar in hand paid by said George R. Atkinson to the said Ralph W. Gibbs, the receipt whereof is hereby acknowledged, he the said Ralph W. Gibbs doth by these presents grant, bargain, transfer, assign, sell & convey unto the said George R. Atkinson his heirs the following property, to wit: the tract of land bought by said Gibbs of said Whitfield lying on Town Creek in Smiths Neck in said County, sometimes called the Bagnall tract; and also the interest of him the said Ralph W. Gibbs, in the adjacent tract thereto for and during the life of one Wiley E. Clary — being the same sold by said Atkinson to said Whitfield, who sold the same to said Gibbs, and both being the same tracts or parcels sold

Ralph W. Gibbs
to
R. P. Conway for
A. G. Boykin

Sept. 25th 1844 A.C.K.s
by the parties and A.R.s

Recorded B36 page 168

and and the sale, then pay to the said A. G. Boykin the said debt of four hundred and sixty eight dollars and thirty seven cents with the interest that may accrue thereon, or any part of such debt and interest as be due and unpaid at the time of sale and the balance if any pay to the said Ralph W. Gibbs or his legal representatives.

And the said Young covenants to carry into execution the trust hereby reposed in him And the said Gibbs hereby covenants the title to said negros hereby conveyed to said Young against the claims of himself or any other person. In witness whereof the parties hereto have hereunto set their hands and seals the day and year first herein written.

R. W. Gibbs (Seal)
A. P. Young (Seal)
A. G. Boykin (Seal)

In the Clerks office of Isle of Wight County Court Sept. 25th 1844
This indenture was acknowledged by all the parties thereto to be their act and deed and admitted to record

Teste

A. P. Young cd

This indenture made and entered into this 25th day of September 1844 between Ralph W. Gibbs of the first part, Nath'l P. Young of the second part and Anthony G. Boykin of the third part, all of Isle of Wight County Virginia: Witnesseth that whereas the said Ralph W. Gibbs is justly indebted to the said A. G. Boykin in the sum of four hundred and sixty eight dollars and thirty seven cents due by note bearing even date with this deed, which debt the said Gibbs is willing and desirous to secure to the said Boykin. This indenture therefore witnesseth that the said Ralph W. Gibbs for and in consideration of the premises and also for the further consideration of One dollar to him in hand paid by the said Young, the receipt whereof is hereby acknowledged, hath granted bargained and sold, and by these presents doth grant bargain, sell and convey unto the said N. P. Young his ex'rs or adm'rs forever the following property, viz't: one negro man Jack and one negro boy George. To have and to hold the said negroes to the said Young his ex'rs or adm'rs forever upon trust. Nevertheless, that the said Young shall permit the said Gibbs to remain in possession and enjoy the use of said negroes until default be made in the payment of the said sum of four hundred and sixty eight dollars and 37 cents, either in the whole or in part, and then upon this further trust that he the said Young his ex'rs or adm'rs shall, whenever requested by the said Boykin his ex'rs, adm'rs or assigns sell the said negroes hereby conveyed, after fixing the time and place of sale and giving ten days notice at two or more public places, at public auction for ready money, or otherwise if requested by said Boykin, and out of the money arising from the sale of said negroes the said Young shall first pay all the costs and charges attending this

Tom 480 to J. G. Whitfield £480

Laura & 3 child- to M. H. Swan £935-

Isaac. 6 Tyn 450

£1865-

Rec'd forty five dollars in part of the within note
Oct 20th 1847
W. Pinkerton

Rec'd of Henry L Tyng Twenty five dollars & fifty five cts being the Balance due on this note to this date Sept the 6th 1852
Wm Pinkerton

R. Gibbs
To note
$62.89

62 89
191 56
16
207 56

62 89
207
6096
4563
1996
1197 4
47902

1996
479
2475
50
2525

Ondemand we promise to pay or cause to be paid unto Williams Crockett the just and full sum of sixty two dollars and eighty nine cents good and lawful money of Virginia for value received for the true payment of which we bind our selves our heirs &c given under our hands and seals this 13th April 1847.

Test

R. W. Whitfield a.c.

Rachel Cortelle (Seal)

H. L. W. Gray (Seal)

E. Jordan
&
Goldrick

Due Jno. A Jordan one dollar on settlement, which I promise to pay on demand
June 16th 1857

R W Gibbs

H. R. Lyons

£1.25—

1860 Henry L. Tynes . . . . . Dr.

To the Clk. of Isle of Wight Co. Ct.

Nov. Recg. trust deed from Gibbs $1 25

W. L. Young Co.

I pay the within to
H. L. Lynn without
recourse to me

Wm. A. Butler

Ralph B Gibbs

To

S Hatch

Butler Johnson &
Hatch

Ralph H. Gibbs

Dr To Wm. A Butler,

1857 To Services rendered from 15th of March to
the 15th of Augt making 5 Mos at 6½ ₶ pr mo ₶ 32,50

Sworn to this day the above account was
before me by Wm. A Butler Given under my hand
this 10th day of November 1857

Wm. H. Godwin J.P.

5th April 1853 This day Jal. A Chapman
Personly appeard Before me
and made oath to The justness
of The within act

Jal. Chapman P.

Ralph Gibbs
J.P.C.C.

1850

Ralph Gibbs

To James Chapman Dr $.50

Sept. 10th	To 1 barrel of corn @	$3.00
Oct. 5th	" Do. Do.	$3.00
1851 May 10th	1 barrel corn @	$3.00

Robt. J. Gibbs

Due Bill

$5.53

Due Geo W. Crumb on settlement of Lots &c. Five Dollars 53 Cts ($5.53) May 27. 1837

R O Gibbs

Nansmond Co. Va.

Personally appeared before me this day Geo. S. Crumpler and made oath to the correctness of the within a/c. vs. Estate of Ralph W. Gibbs

August 9th. 1853 — . H. L. Bray J.P.

G. L. Burns
vs
Ralph W. Gibbs estate
a/c. $38.43
43.95

Ralph. W. Gibbs Estate

1857 To Geo. W. Crump — — — Dr —

Feby.	To Bll: Cider-wine 27½ galns: @ 1/6d. pr. galn. — — — —	$6.87
"	To Bll: Vinegar — — — — — — — —	3.75
Mar.	To Bll: Cider — — — — — — — —	4.00
Apl. 26.	To 2½ Bu. meal @ 4/6d. pr. Bu. — — — — — —	1.87½
May 2.	" 1½ Bu. Do @ " " — — — — — —	1.12½
" 22	" ½ Bu. Do. — 26th To ½ Bu. do. @ 4/6d — — —	.75
" 27	To ballance due me as pr. due bill on settlemt of pots. & sales by Robert. T. Gibbs — Gloop Fashion — — — — —	5.53
" 28	Cr. By pot on 24 Bu. ml. to Wm Sherwood by Ralph W. Gibbs @ 3½c — 84c	
" "	" By do on 10 Bu. do. sold in Norfolk @ — — — 5c — 50c	
" "	To Cash ~~for~~ sales 10 Bu. ml. @ 80c ~~in Norfolk~~ —	8.00
June 5.	To ½ Bu. ml @ 4/6d — 12th — To 1 Bu. @ do. — — —	1.12½
" 14.	To ½ Bu ~~Do~~ " — 17th — To 1½ Bu. @ " — —	1.50
" 21.	To ½ Bu Do " — 28th — To ½ Bu. @ " — — —	.75
July 4.	To ½ Bu Do " — 8th — To ½ Bu Do " — — —	.75
" 11.	To ½ Bu Do " — 26th — To ½ Bu Do " — — —	.75
" 30.	To ½ Bu Do " — — — — — — —	.37½
Aug 2.	To ½ Bu. Do " — 5th — To ½ Bu @ " — —	.75
" 6.	To 2½ Bu. Do " — — — — — —	1.87½
		39.77
	Cr — —	1.34
		$38.43

Ralph W. Gibbs. (Estate)

In a/c with Pegram Payden & Co:

1851

Dec 21. Bill of Merch. pur Bills rendered

And due six Months after date as follows

1	Piece Calico	43 yds @	5¢	2.39
1	do:	35 "	7	2.50
2	do:	69 "	7½	5.18
1	do:	36 "	9½	3.44
2	do:	70 "	10	7.00
1	Blue Drill	31 "	11	3.41
1	Linsey	57 "	10½	5.69
1	Morris Stripe	40 "	10	4.00
1	doz Cotton Cards			2.50
½	" Shoe Thread	"	@ 5.00	2.52
¾	doz Lad. Cast. Stone		@ 2.52	2.62
1	doz pl: Coat. Hooks			1.75
				$48:14

1850

Oct 18. Amo: of a/c $48:14

Note of this date @ 6 mos: 535.80

$578.94

Cr: 1851

Jan: 18 By Cash $100:00

May 3 " 60:00 160:00

$418.94

Interest to pay'ble on Each amo: at the expiration of Six Months the Term of Credit.

Norfolk June 10th 1853

Before me this day personally appeared Henry Hansford, late bookkeeper and Clerk to Pegram Payden & Co: and Made oath that the above a/c of $48:14/100 was due by said R. W. Gibbs (Now deceased) to said Pegram Payden, as also said Note for the said sum of $535.80/100 subject to said Credits of $100:00 & $60:00 and that the Term of Credit was Six Months from the date of the purchase.

Given under my hand, this 10th day of June. 1853.

Chas H. Reid JP

W. B. Smith &
Co. acct. for 1862
Rec'd Pay

Ralph Gibbs Est

1851		To Wm B. Snead	Dr
Septr. 29th	To Bal on load of Staves shipped in Sloop Fashion for Capt. Ro. Gibbs		$17.62
	Int. on same to 1st Septr. 53		2.00
			$19.62

August 15th 1853 This day Rich. Lb. B. Lenow personally appeared before me, a Justice of the peace for the County of Nansemond, and made oath, that he heard Capt. Ro Gibbs acknowledge, in the Month of Octr. 51; that the Sloop Fashion (of which he was Capt. when the above named load of ~~staves~~ Staves was sold) was duly indebted to Wm B. Snead some where between fifteen & twenty dollars, for balance on a load of Staves sold in Norfolk in the month of Septr. 1851

Given under my hand this day & date above written

H. L. Lynes J. P.

Statement
of debt due
H. L. Hymer.

$1285.00
57.

Tynes &c.
v.
Gibbs' adm'x &c.

Statement to be considered with the Comm'rs. report—

To amo. due H. L. Tynes as per orig'l Comm'rs. report ——— $519:70

By amo. to be paid out of funds in Geo. R. Atkinson's hands $150:14

" do. to be paid by Wm. H. Whitfield from sales of negroes 22:00 — 172:14

Balance due Tynes — $347:56

& to be placed among the general credits —

I acknowledge service of the within notice March 24th 1853

Crawley Finney

Robt A. Hutchinson adm of Finney

R. Hutchinson atty for adm 918

Copy part of R. 916 ⅓

Richd H. Baker Jr

Atty: for Finney Ex'rs

John R. Kilby ex'r &c.

for Ingles dec.

To Henry L Tynes Eldridge Gurney Ralph H Whitfield administrator of Ralph W Gibbs deceased, Mary C Gibbs and Nathaniel P Young guardian ad litem of the infant defendant.

You are hereby notified that I have fixed on the 25th day of April 1853 at my office to state the accounts required to be taken by the above decree, at which time and place you are required to attend Given under my hand as Commissioner of said court the day and year first aforesaid

Geo R Atkinson

Tyer a. Gibbs acct.

Opa	.25
5 cabs	.63
Cuby return punch	.35
ndy	.18
Dock	.18
Ditto	.10
fel. bill	.15
Cabs	.25
Rule (Ady)	.50
refd. Rule (Cab)	.65
Rule (Ditto)	.50
Drawer My 88	.70
Ditto "	.47
Drawer of Ditto 1882	.54
Ditto " "	.42
Engraving Cash cuts	.40
Printing 2 Card. cash.	.30
Printing posters	.25
Postage & Stamps	.36
Total	$7.28
Ditto 1 Day	15.75
Total	3.50
Mr. Atkinson	12.00
Total	$37.53
2 Cash Ditto	.40
	$37.93

Carry in Gibbs acct.

2 pcs.	.25
6 Cups	.90
2 doz. extra	.35
Nursing	.18
Doctg.	.18
Ditto.	.10
Gel. bills	.15
Cabs.	.25
2 nurses	1.00
supplies. To acct	.60
Ditto.	$3.81
Ditto Cabs	.25
Ditto Doctg	.40
Ditto Nursg	15.75
Coffs.	3.00
~~Cash~~	~~$23.57~~
Cash	$23.57
Ditto Coffs	15.00
	$8.57