1857-012 Chancery Causes: John A. Foster vs Patrick Doles & Robert M. Doles
Isle of Wight County

other SURNAMES [Norfolk & Petersburg Rail Road Company], Dawson [Foster & Dawson], Burr, [Virginia Central Rail Road], Hall, Crumpler

Commissioners Office, Isle of Wight Courthouse
March 6th. 1837.

To Messrs. Patrick Doles and Robert W. Doles.

You are hereby notified that I have appointed the 20th. day of March 1837 (Inst.) at my office, to resume the taking of the accounts directed to be taken by decree of May term 1836, in the suit of John A. Foster and D. J. Burr against you, pending in the Circuit Court of said County, and of which you had notice to attend on the 26th. of August 1836. At which time and place (20th. March 1837 at my said office) you are hereby required to attend.

Given under my hand as Commissioner of said Court this day & year first aforesaid.

N. P. Young Comr.

A Copy. N. P. Young Comr.

Received this
20th day of March
1857 By N.B. Low
Dept for Wm
Briggs Esq

Delivered at
11 o'clock

Commissioners Office, Isle of Wight Court House
March 6th: 1857.

To Messrs: Patrick Boles and Robert M. Boles

You are hereby notified that I have appointed the 20th day of March 1857 (inst) at my office, to resume the taking of the accounts, directed to be taken by decree of May term 1856. in the suit of John A. Foster and D. J. Burr against you, pending in the Circuit Court of said County, and of which you had Notice to attend on the 26th of August 1856. At which time & place (20th: March 1857 at my office) You are hereby required to attend. Given under my hand as Commissioner of said Court the day year first aforesaid

N. P. Gurney Com.r

Executed on the 20th
March 1857 by delivering
Copies to each of within
named parties

Nat R Blow
By for Wm W Briggs Sh'ff

Sheffield Columbiana Co Ohio
Jerusalem
Oct 5 1857

Robert Mc. Dole Trustee for Jon A. Foster

To Patrick Dole ... Dr

1854

August 24th To Cartage of 3 mules & 1 horse 10 days each
at 17 Cents per day ... $27.20

To 5 days work moving property at 3/- ... 2.50

$29.70

Receive payment in full of the above account

Patrick Dole

P Dobbs Receipts

Account of sales of the property of John A Foster
sold by Robert M Doles Trustee at — — —
Fairview store August 24 1854

1	Dirty cart	R A Urquhart		17	00
2	Do — "	Do — "		14	25
3	Do — "	Do — "		17	50
4	Do — "	Do — "		18	25
5	Do — "	Do — "		20	00
6	Do — "	Do — "		18	25
7	Do — "	Do — "		18	25
8	Do — "	Do — "		19	25
1	large Pot	J J Branch	pd	1	62½
1	large oven	P J Holmes	pd	1	50
1	large oven	Wm H Summerrow		1	50
1	large oven	Sion Gay	pd	1	50
1	large oven	Sam R Kellow	pd	1	48
1	oven	Drew Pond	pd	1	25
1	Oven	P Doles	pd	0	45
1	Spider	Sam, R, Kellow	pd	0	45
1	Spider	John Pritlow	pd	0	42
1	Spider	Sugar Lain	pd	0	81¼
1	oven	Sion Gay	pd	0	85
1	Tea Kettle	John Pritlow	pd	0	46
1	Tea Kettle	John Morris		0	25
1	pear Pot Hooks	Goodman Horn	pd	0	34
1	Kettle	P Doles	pd	0	45
1	Iron Pan	Do	pd	0	45
1	Pot & Hooks	Sion Gay	pd	0	65
1	Pan	J J Branch	pd	0	12½
1	Pan	H Calent	pd	0	14
1	Pan	P Doles	pd	0	15
1	Pan	Do	pd	0	14
3	Pan	Do	pd	0	30
1	large Pan	John Morris		"	40
				158	44

1	large Pan	P. Doles	0	38	1	Do	Drury Reed	pd	1	05
1	large Pan	P J Holmes pd	0	19	1	Do	P Doles	pd	1	35
1	Pan	J Lain pd	0	14	1	Do	Wm H Summerree		1	96
1	Pan	P Doles pd	0	13	1	pear of blankets	Do		0	75
1	Grind Stone	Wm H Summerree	3	30	1	Do	Charles Kellow	pd	1	30
1	Grind Stone	Charles Kellow pd	2	25	1	Do	Do	pd	1	15
1	Grind Stone	John Morris	3	00	1	pear of five blankets	Sam B Kellow	pd	1	00
1	set of Smith tools	P Doles pd	12	00	1	Do	Do	pd	2	00
1	Straw Cutter	Wm H Summerel	6	10	1	Do	P Doles	pd	1	95
1	Do —	Geo W Eley pd	6	40	1	Do	Do	pd	1	95
2	narrow axes	P Doles pd	1	10	1	Do	Sam B Kellow	pd	2	00
2	Do	Wm H Summerel	1	85	3	Set Cars	F J Kellum	pd	61	00
2	Do	P Doles pd	1	81½	2	trays & sift	P Doles	pd	1	64
1	Wagon	Wm H Summerel	18	50					$77	05¼
1	Set Wagon Gear	Do —	7	00					359	78
3	wheat Barrows	Wm H Summerree	3	60					275	114
3	Do	Do 1145	4	35					$595	28¼
3	Do	Do 1625	4	87½					5	93.67½
1	Do	P Doles 1,65	1	65						
3	Do	Wm H Summerel 1140	4	20						
3	Do	P Harrison 125 pd	3	75						
3	Do	Wm H Summerel 1140	4	20						
3	Do	Do 150	4	50						
3	Do	Do 170	5	10						
3	Do	Do 176	5	25						
3	Do	John Morris 180	5	40						
3	Do	Wm H Summerel 1465	4	95						
22	Do	Do 160	21	00						
1	bay mare	J Morris pd	0	1						
1	horse mule	Wm H Summerel	92	50						
1	Jenny mule	Do	71	00						
1	bay Mule	Do	72	00						
3	Mattress	Wm H Summerel 100	3	00						
1	Do	Sam B Kellow pd	1	05						
1	Do	H Caulent pd	1	05						
			$359	78						

I Certify that the forgoing is correct to the best of my Knowledge or belief Given under my hand this 24 day of August 1864

George W. Spivey Clk

Paid Eley W Davis acct	2	00
Paid P Doles account	29.	70
Commissions	22	34
Tax on deed		75
Recording do		75
George W Spivey Clerk	1	00
	5-6	5-4
	5 9 3	6 7
	8-37	1 3

5 9 3.6 7½
3 0 0.0 0
2 9 3.6 7½
5 8 7.3 4
1 5.0 6
2 0.8 7

All Available Text Successfully Captured

N. P. Young Esq

Suffolk
14 Augt 1856

D Sir

Please sum. before you as Com. in the suit of Foster & v. Doles to 26th Inst, when you will Commence taking the accts. in the Chancery suit — Marcus Doles — Southampton,
Jno. Crumpler Do.
Wm B. Hall Do

And as I do not expect to be present I must state that Mr Hall, bought the carts & wagons &c. now claimed by Burr, from Richmond for Foster & knows their value — and he as also Marcus Doles & Jno. Crumpler can prove that they were sold by Doles & their value when sold — They can prove that other old carts that were conveyed to Doles were not sold

When they appear before you take their evidence as to the above facts.

Resp.
Wm R. Kilby

P.S. If they cannot be before you on 26th. keep the acct. open a short time for them.

160
2

20
17
08
26
13
4
151

Smithfield Aug.st 14. 1854

Dear Sir

It having been agreed, that the property in your hands as trustee for Foster, Dawson & which was retrained or injoined by the judge from being sold, shall be sold to prevent waste and save expense, you will proceed to advertise and sell the same; and the proceeds you will deposit in the Norfolk Saving Bank subject to the decree or order that shall be made about the same, in the suit of Jno. A. Foster ag.st you & Patrick Boles pending in Chy. in the Circuit Court of this of Aug.st County; & if you prefer you can keep the proceeds of sale in hand to be forthcoming to be disposed of as the Court shall order. I should advise you after selecting your commissioner & assignee of sales, keeping &c; to place the nett proceeds in the Bank & get on file & the papers the certificate of deposite - you will take care not to sell under the Incumbrance which has been executed & proved to me, Mr Kelly; and if there be any property in your hands not covered by the deed of trust, not to sell it -

Yr. Very Truly
R. H. Whitfield

To
Jno. Rd. M. Boles.

Commissioners office, Isle of Wight County.
July 10th. 1856.

To John A. Foster, D. J. Burr, Patrick Doles, & Robt. M. Doles.

You are hereby notified that I have fixed upon the 26th. day of August, if fair, if not the next fair day thereafter, (Sunday excepted) to take and state, at my office the following accounts, directed to be taken by decree of the Circuit Court of Isle of Wight County, in a suit in Chancery depending in said Court between John A. Foster and D. J. Burr plaintiffs, and Patrick Doles and Robert M. Doles defendants, to wit: First an account of the transactions of Robert M. Doles as trustee under the deed of trust executed on the day of 1854 referred to in the proceedings named. Second- An account of all property if any, that may be conveyed by the deed of day of 1854 to Robt M Doles for the benefit of Patrick Doles, and which is also conveyed in the deed executed previously thereto, to wit: on the 10th. day of April 1854 to D. J. Burr as trustee, and whether the same has been sold by said Robert M. Doles- and for how much the same was sold. Third- An account of the transactions between John A. Foster and Patrick Doles, in the proceedings mentioned." At which time and place you are required to attend.

Given under my hand, as a Commissioner of the said Court, the day and year first aforesaid.

N. F. Young

Service of this notice acknowledged - Augt 5th 1856.

John R. Kelly } attys for Foster & Burr
C. B. Hayden }
Robt. H. Whitfield

The parties mentioned in the foregoing notice, are hereby notified that, not being able to take the accounts mentioned therein on the day specified in consequence of the absence of parties taken. I have fixed upon 20th. day of March 1857 at my office, for taking said accounts.

N. D. Young Com'r. Cir. Ct.

Service Acknowledged
C B Hayden Atty for Burr
R W H Whitfield Atty for Doles

Foster &c
v. } Notice
Doles

Sold by Colin, Baptist & Nowlan, 11th Street, Richmond.

[Fiduciary Bond.]

KNOW ALL MEN BY THESE PRESENTS, That we John A. Foster and William Very

Patrick Doles

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the sum of Four Hundred dollars to the payment whereof, well and truly to be made to the said COMMONWEALTH OF VIRGINIA, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 27th day of July one thousand eight hundred and fifty four

Patrick Doles

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said John A. Foster who has obtained an injunction against the said Patrick Doles and Robert M. Doles, from Nicholas H. Bohn, Judge of the circuit Court of ~~Jefferson~~ restraining them, their agents Attorneys, & all others from selling, ~~ministering~~ or permitting to be sold or otherwise disposed of the property named in the bill filed by said Foster against said Doles, shall well and truly obey any further order or decree of said court of Jefferson, and shall pay all such costs & damages as may be awarded against him in case the injunction should be dissolved ~~shall faithfully discharge the duties of his said office~~, then this obligation is to be void, or else to remain in full force.

Signed, sealed, acknowledged and delivered in the presence of

Jno. A. Foster SEAL.

William Very SEAL.

SEAL.

Jno. A. Foster

vs. Pltfs. bond & on
Pltfs. injunction

Patrick & Bro. M. Doles

July 27th. Executed
in the Clerks office &
surety accepted Test

N. D. Young

Security

Section 8th Norfolk
& Petersburg Rail Road
July 10. 1854

Mr Robt. M. Dobbs

My Youngest Child
is as ill as it can be, and you
please be so kind as to come here
to night as it cannot live till
morning if it is not relieved, I think
it has the brain fever and must
be leached,

Yours &c
Jno. A. Carter

Memorandum and Agreement Entered into this
9th day of June 1854 between Patrick Doles of the
County of Southampton of the first part and John Foster
of the City of Richmond of the second part, Said in
Consideration of the Sum of two Thousand Dollars adva-
nced by said ~~Doles~~ Patrick Doles, to the said John Foster,
which said Sum is to be used by the said John Foster in
Carrying on the work which he has Contracted to do with the
Petersburg & Norfolk Rail Road Company on the 8th &
and 10th Sections of said Rail Road, and in further
Consideration of the personal Services of the said Patrick
Doles as Steward in ~~buying~~ purchasing Provisions Liquors and
paying them off from time to time as he may receive the
funds from the aforesaid Company or their Chief engineer
and his general Superintendence of said work so far
as his other duties will enable, which the said Doles
on his part Covenants and promises to perform, In Consider-
ation of the premises and agreements as aforesaid Mentioned, and
in further Consideration of the Sum of two Thousand Dollars
to be paid as aforesaid by the said Patrick Doles to the said John
Foster the receipt whereof is hereby acknowledged, the said
John Foster for himself his Heirs &c. does by these presents,
Sell, assign, transfer and Convey unto the said Patrick Doles,
One undivided third part of his entire Contract with the
said Company for work already done or Complete to be
done and performed on the said 8th 9th & 10th Sections
of said Companys Road to him the said Doles sole &
exclusive use, and the said John Foster do Covenant

hereby nominate Constitute and appoint the said
Patrick Doles my attorney in fact for me and in
my name to receive from time to time the remaining
two thirds of the amount which may be now due me or may
hereafter become due and payable to me from the said
Rail Road Company or its proper officers, and give to
the said Company in my name a receipt and acquittance
for the same which said sum or sums the said Doles
will receive and apply as the agent & attorney of said
Foster to the payment of such supplies as may be purchased
by him for the use of said Foster on said Road, and for
Labor employed by him, It is also expressly understood
and agreed that the said Doles is not to be responsable for
any debt of said Foster unless he assumes the same in
writing, Then and in that case he the said Doles is to pay &
indemnify himself first out of the said two thirds, to be
received by him as attorney in fact as aforesaid. This Power
of Attorney hereby connected with the Contract of Sale shall be
executed, so long as the said Doles shall be in advance
to the said Foster either for money paid and advanced for
him, or for debts due by said Foster, the payment of which
may have been assumed by said Doles. In testimony
Whereof the parties to these presents have hereunto set their
hands and affixed their Seals the day and year first above
Written.

Signed Sealed & delivd. in presence of us
Jno Gay
Thos Gay
Jno H. Duck.

Patrick Doles (Seal)
Jno. H. Foster. (Seal)

In the Clerks Office of the Wayne County Court July 3d 1854
this Power of Attorney a Contract was received and proved
by the oaths of Jno. Gay, Thomas Gay and from Duck
the witnesses thereto. and ordered to record

Test

J. D. Gray cc

A Copy

Test

J. C. Latimer D.C.

Wm. A. Foster

In Ely

~~L~~ U: S. Power of Attorney

Detroit Nov. 4.

A Copy.

This deed made this 12th day of May in the year 1854
between Foster & Dawson [illegible] of the first part, and Robt
M. Doles trustee of the second part, witnesseth that
in consideration of One dollar to him paid by the said
Robt. M. Doles, before the sealing of these presents
the receipt whereof is hereby acknowledged and
all and singular the following property (to wit) Three Mules
four Horses, Eight dirt Cars, three Cars flat, two
sets Blacksmith Tools four dry Cotton Gins, three
Cotton Screws, three grind Stones, one Wagon and
Eighteen Mattresses, Tent four pair Blankets, Cotton
Tents at the [illegible] Camps, and three dozen chairs
Now, In trust to secure the following Debts
due to Patrick Doles, to wit, One bond of seven
Hundred & Ten dollars due the 1st day of March 1854
One bond for Twenty three dollars and Seventy four Cents, due the 1st day of April 1854, One bond
for One thousand & eighty Nine dollars given for Negroes
payable quarterly, the last quarter to be paid the 1st
day of January 1855, also all the bonds or accounts
which may be due and owing by the said Foster &
Dawson to the said Patrick Doles, Witness the following
signatures and seals,

Foster & Dawson [seal]
Robt M Doles [seal]

Test
Monroe Gray
William Whitney

Southampton County. In the Clerk's office the 12th day of May 1854,
This Deed of Trust from Foster & Dawson to Robt M Doles was
proved as to all the parties by the oaths of Monroe Gray
& Wm Whitney the subscribing witnesses thereto and admitted
to record.

Test. L. C. Edwards, C.C.

Foster & Dan.on
Deed
3 2 3
P. Eales

1834 May 12th

Recorded Page 495.

Tax paid

Foster v. Doley.

On motion of the pltff by his attorneys leave is given him to withdraw the Replication to the defendants answer, & within sixty days from this day to file exceptions to said answer and the cause is continued

Peter

v. Zorder

Dob.

Foster &c

vs.

Doles &c. This cause came on this day to be again heard on the papers formerly read and on the Report of Comr. Young, made pursuant to the Decree of the 17th May 1836 to which, there is no exception taken and now argued by Counsel: On Consideration whereof the Court doth confirm said Report and doth adjudge, order and decree that Ro. M Doles, pay to C. B. Hayden & John R Kell, of Counsel for the plaintiff A. J. Burr, out of the sum of $540.20 which by said Comrs. Report appears to be in the hands of said Ro. M. Doles Trustee, the sum of $111-50, to which said A. J. Burr is entitled as appears by said Report, also the costs of this suit —

and this cause is dismissed as to the plaintiff Foster and that said Foster pay to the Deft. Doles, his costs expended in this cause.

Foster & Burr

vs.

Doe, &c.

1837
May 6th

Decree

To be entered

R. A. Baker

At a Circuit Court Continued and held for the County of Isle of Wight On the 17th day of May 1856.

John A. Foster and D.J. Burr. Pltfs

against In Chancery

Patrick Doles and Robert M. Doles Defts

By leave of the Court the plaintiffs by their attorneys this day withdrew their exceptions to the defendants Answer filed on the 7th August 1854, and the said defendants filed their amended Answer to their original and Supplemental bills filed in the case by leave of the Court, And the Cause came on to be again heard on the original and Supplemental bills, original and amended Answers of said Defendants, & replications to said Answers, and exhibits filed in the Case, and was argued by Counsel; On Consideration whereof the Court doth adjudge order and decree that a Commissioner of this Court, take the following accounts to wit, 1st) an account of the transactions of Robert M. Doles as trustee under the deed of trust executed on the 12 day of May 1854 referred to in the proceedings named. (2d) an account of all property if any, that may be conveyed by the deed of 12 day of May 1854. to Ro. M. Doles for the benefit of Patrick Doles & which is also conveyed in the Deed executed previously thereto, to wit, On the 10th day of April 1854 to D.J. Burr as trustee, and whether the same has been sold by said Ro. M. Doles and for how much the same was sold. 3d an account of the transactions between John A. Foster and Patrick Doles in the proceedings mentioned & with any matter specially stated deemed pertinent by himself, or that may be required by the Parties to be so stated.

A Copy

Teste.

N.S. Young cc.

John A. Foster & als. (Esq.)

vs. } Copy Deeds

Patrick R. Dodge & als.

Notice given to 6th Aug.
1856.

Augt. 26th adjourned to the
30th Augt.

Augt. 30th adjourned to the 1st
of Octo. 1856.

The Complts. appear & exhibit &
mark 7 Deeds, over 10.
Wm B. Hall 1 day - 8m. over 10.
Thomas Dodge, 1 day - 10 " " "

Octo. 1. 1856. Pltffs. rest appear
except. rest. come?
Def. Complts. Wm 10. Stat & 8
Thomas Dodge appear & exhibits for
rest. & add. for value.
adjd. to 1st April 1857

Yates & Burr

v.

Dole, &c

By leav of the Court the plaintiffs by their attorney this day withdrew their exceptions to the Defendants answer filed on 7th August 1834, and the said Defendants filed an amended answer to, the Original and Supplemental Bills filed in the cause by leav of the Court and the cause came on to be heard on the original & supplemental Bills, original & amended answers of said Defendants, replications to said Answers, and exhibits filed in the cause, and was argued by Counsel: On Consideration whereof the Court doth adjudge order and decree that a Commissioner of this Court, take the following accounts to wit: 1st an account of the transactions of Ro. M. Dole, as Trustee under the Deed of Trust executed on the day of 1851, referred to in the proceedings named.

2d an account of all property if any that may be conveyed by the Deed of day of to Ro. M. Dole, 1834, for the benefit of Patrick Dole, & which is also conveyed in the Deed executed previously thereto, to wit: on the 10 day of April 183 to D. I. Burr as Trustee, and whether the same has been sold by said Ro. M

Dolan and for how much the same was
sold.
3d. An account of the transactions between
John A. Foster and Patrick Dolan in the proceedings mentioned and
4th. ~~An account of any matter~~ report to Court
with any matter specially stated deemed
pertinent by himself, or that may be required
by any of the parties to be so stated ___

Foster & Burr

vs

Doles, &c

1836
May Court.

To be entered
R. H. Baker

A.

Dr. John A. Foster In account with
Robert W. Doles his Trustee Cr.

1854				
Aug.	24	To paid Patrick Doles expenses of keeping property till sale	29 70	
		" paid expenses of trust deed	2 00	
		" paid G. W. Spivey for keeping act. of sales	1 00	
		" Commission on receipts	20 87	
		" balance due Jr. Contra	540 10	
1854				
Aug.	24	By amount of Sales of trust property made this day		593 67
			$ 593 67	593 67

B.

An account of all property conveyed in the deed of the 12th. day of May 1854 to Robert W. Doles; and also conveyed in the deed of the 10th. of April 1854 to A. J. Burr as trustee; and whether the same has been sold by the said Robert W. Doles trustee, and for how much the same was sold.

1854

Aug. 24 To six dirt carts sold by Ro. W. Doles as trustee, which were conveyed also in the deed to A. J. Burr . . . . . $ 111 50

Commissioners office, Isle of Wight Courthouse, April 10th. 1857.

To the Circuit Court of Isle of Wight County.

Pursuant to a decree of the said Circuit Court, rendered on the 17th. day of May 1856, in a suit in Chancery depending in said court between John A. Foster and A. J. Burr plaintiffs, and Patrick Doles and Robert W. Doles defendants; the undersigned, one of the Commissioners of the said Court, to whom was referred for settlement, the following accounts - 1st. An account of the transactions of Robert W. Doles as trustee under the deed of trust executed on the 12th. day of May 1854 referred to in the proceedings mentioned. 2d. An account of all property, if any, that may be conveyed by the deed executed previously thereto, on the 10th. day of April 1854 to A. J. Burr as trustee; and whether the same has been sold by Ro. W. Doles; and for how much the same was sold. 3d. An account of the transactions between John A. Foster and Patrick Doles in the proceedings mentioned, reports to the Court that, on the 10th. day of July 1856, he issued notices against the several parties aforesaid requiring them to attend the settlement of said accounts, before him, at his said office, on the 26th. day of August 1856, (service of which notices was duly acknowledged by the attorneys for said parties) that the parties aforesaid, failing to attend on that day, the said accounts were adjourned to the 30th. of the same month, The parties aforesaid still failing to attend, the same were adjourned to the 1st. of October 1856, of which adjournment the attorneys for the parties were again notified. That on the said 1st. of October 1856, the attorney for the defendants appeared, but the plaintiffs or their attorneys, still failing to appear, the said accounts were again adjourned until the 1st. of April 1857, on which last named day, the parties appeared by their attorneys - and your Commissioner then proceeded to take the deposition of William B. Hall and John Crumpler touching the account B. hereafter mentioned in this report - and not being able to

complete the accounts on that day, they were again adjourned until the 10th. of the same month. On which last mentioned day your Commissioner completed the accounts foregoing, marked A. and B.

Account A. shows that on the 24th. day of August 1854, there was a balance of $540.40/100 in the hands of Robt M. Doles as Trustee for John A. Foster from sales of property made under the deed of the 12th. of May 1854. Account B. shows that there were six dirt carts included in the deed to said Ro. M. Doles of 12th of May 1854, which were also conveyed in the deed to A. J. Burr of the 10th of April 1854. That the said six dirt carts were sold by the said R. M. Doles Trustee on the 24th. of August 1854, for the sum of $111.50/100. Your Commissioner relied on the deposition of Wm. B. Hall and John Crumpler, herewith filed, to sustain the account, B.

Your Commissioner further reports that, neither Foster or Patrick Doles have furnished him with any vouchers or evidence in the account existing between them, and consequently he has made no such account. After the completion of the foregoing accounts, they were returned by your Commissioner in his office for ten days.

The notices & other papers him in regard to are herewith filed.

Given under my hand as a Commissioner of said Court, the day and year first aforesaid.

N. P. Young Commr.

Time employed by the Commissioner 19 hours. Commissioner fee

Charges to A. J. Burr	$	15 00
Comm'r. fee Chg'd. to P. and R. M. Doles		4 50
	$	19 50
Sheff. of Southampton for executing Sum'l for Pltfs.		2 80
Witness attendance Mileage " "		7 44
Costs before Comm'r.	$	29 74

N. P. Young Comm'r.

Foster & Burr
vs.
Doles
Appl'd to Ex. 1857 Feb'y 3

The depositions of William B. Hall, John Crumpler witnesses of lawful age taken on the 20th. day of March 1837, pursuant to Notice given before N. B. Young one of the Commissioners in Chancery of the Circuit Court of Isle of Wight County, at his office at the Courthouse of said County, on behalf of A. J. Burr trustee, and plaintiff in the suit pending in the said Court, wherein Jno. A. Foster and said Burr are plaintiffs, and Robert M. Dole and Patrick Dole, are defendants, as evidence before the said Commissioner in the matter of account directed by decree of said Court, pronounced in the said Cause on the 17th. day of May 1836.

The said Wm B. Hall being first duly sworn, deposes and says.

Question put by Atto. for A. J. Burr

State your age, where you resided in 1834, your occupation at that time, what opportunities, if any, you had of becoming acquainted with the property conveyed by John A. Foster to D. J. Burr by deed bearing date the 10th. day of April 1834, and also with the property conveyed by said Foster to Robert M. Dole trustee by deed of the 12th of May 1834. State, if any, what property conveyed by the latter deed, was also conveyed by the former, and whether the same or any part thereof was sold by the said Robert M. Dole as trustee, and for how much the same was sold?

Ans. I am about thirty eight years of age, I was on the Norfolk & Petersburg Rail Road in 1834, in the employment of Jno. A. Foster as Manager, I know that Foster brought down 24 Carts and 24 mules & 3 or 4 Wagons & horses from Richmond employed them on said road, I was acquainted with all the property that Foster used on the road, a part of said property I brought from Richmond myself and the balance was shipped by from Richmond by me, for Foster. I do not know whether

any of the property belonging to Doles was first conveyed in the deed to Burr or not.
I do not know whether any of the property sold by Doles was conveyed in the deed to Burr, I was not at the sale made by Doles.
The property brought down from Richmond before mentioned, was on the south of said road on the 10th day of April 1834. Foster After the said property was brought from Richmond, Foster bought six dirt carts, from some other contractor, but I cannot recollect whether the purchase was before or after the 10. of April 1834. Foster bought, between the 10. of April & 12. May Two horses, and Two mules. On the 11th of April 1834, Foster had no other horses, mules & carts besides those brought from Richmond, and those last mentioned as having been purchased, that I recollect of. The purchase was two wagons & gear after the other property was brought from Richmond.

2nd. by Counsel for defth. Doles.
Were you engaged on all the sections of the railroad?
Ans. I was employed on all the sections during the year 1834, but of course not on all at same time. During the year 1834, Foster had 4 horses & 3 mules besides those brought from Richmond.

3rd. Did not Foster or Burr or some one in Foster employed, carry off during the year 1834, Horses & mules from the said work, if so how many & at what time?
Ans. Foster Managers carried off 18 carts & gear, some Twenty odd mules & three horses from said works. I believe the carts carried off had iron axletrees & bail of them I am not certain. Some of the carts bought from the Contractor, Elwards, were left & had wood axletrees. This carrying off or removal was on or 5th Augt. 1834, at which time Mr Cannon the atto. for Burr was present & decided the removal & any thing was carried away that could will be removed.

Cross examination by Atto. for Burr.
Qst. Say whether the carts brought from Richmond, had wood or iron axletrees?
Ans. They all had iron axletrees.
Qst. What became of the other six carts with iron axles, brought from Richmond?
Ans. I do not know, I was not at No. M. Doles sale, but I have seen some of the carts since at Mr Daniel B. Urquhart's.

Wm B. Hall

John Crumpler being sworn duly, deposed says.
Qst. by Atto. for Burr - State whether any, and if any, what property brought by J. M. Foster from Richmond, or that was in his possession prior to the 10. day of April 1834, was sold by D. M. Doles or Smith
Ans. Doles sold six carts with iron axles & the gear that Foster brought with him in Sep. 1834, and I think D. Urquhart & W. B. Urquhart bought them - I do not know what they sold for. The sale of mine was before the other property referred to by Hall or myself.

John Crumpler

THE COMMONWEALTH OF VIRGINIA. Southampton

To the Sheriff of ~~Isle of Wight~~ county—Greeting

YOU ARE HEREBY COMMANDED TO SUMMON William B. Hall, Demarcus Doles and John Crumpler at my office as commissioner of the

to appear before ~~the~~ Circuit Court of Isle of Wight county, at the Court House of said County, on the 20th day of March (inst) ~~Term next~~ to testify and the truth to say on behalf of John A. Foster & D. J. Burr

in a certain matter of ~~controversy in our said Court~~ account to be taken in the suit, depending and undetermined between

said Foster, Burr & pltff. and Patrick Doles & defs.

and this they shall in no wise omit, under the penalty of $20 &c. & and have then and there this Summons. *Witness*, NATHANIEL P, YOUNG, ~~Clerk~~ a Commissioner of our said Court, at his Office, this 9th day of March, 1857, in the 81st year of the Commonwealth.

N. P. Young Comr.

Foster &
vs. Sp.
Doles

To 20th March
1857

Executed on
Demarcus Doles
Wm W Briggoff

Executed on
Wm B Hall &
John Crumpler
See W Vick Deputy
for Wm W Briggshaff

THE COMMONWEALTH OF VIRGINIA.

To the Sheriff of ~~Isle of Wight~~ Southampton county—Greeting

YOU ARE HEREBY COMMANDED TO SUMMON *Marcus Doles, John Crumpler, and Wm B. Hale*

N P Young Commissioner of the.

to appear before ~~the~~, *Circuit* Court of Isle of Wight county, at the Court House of said County, on the *1st* day of *October Inst.* ~~next~~, to testify and the truth to say on behalf of *John A. Foster and D J. Burr,*

against Patrick Doles & Ro. M. Doles.

in a certain matter of ~~controversy in our said Court~~ *account*, depending ~~and undetermined~~ *before* ~~between~~ *said Commissioner*

and this *they* shall in no wise omit, under the penalty of $20 *each* and have then and there this Summons. *Witness*, NATHANIEL P, YOUNG, *Cont.* Clerk of our said Court, at his Office, this *19th* day of *September*, 1856, in the *81st* year of the Commonwealth.

N. P. Young Cont.

Foster & Burr

v. Assn.

Doles &c

So 1st. Octo. 1856.

Executed

M. I. Law in Dept.

for S. Tillo Sh'ff.

THE COMMONWEALTH OF VIRGINIA. Southampton

To the Sheriff of ~~Isle~~ Isle of Wight county— Greeting

YOU ARE HEREBY COMMANDED TO SUMMON *Marcus Doles, John Crumpler and Wm. B. Hall*

N. P. Young Commissioner of the *his office at the*

to appear before ~~the~~ *Circuit* Court of Isle of Wight county, at ~~the~~ Court House of said County, on the *30th* day of *August* ~~Term next~~. to testify and the truth to say on behalf of *Jno. A. Foster & Co.* against *Patrick Doles & Ro. M. Doles*

Account *before*

in a certain matter of ~~controversy in our said Court~~, depending ~~and undetermined between~~ *said Commissioner*

and this *they* shall in no wise omit, under the penalty of $20 *each*; and have then and there this Summons. *Witness*, NATHANIEL P, YOUNG, ~~Clerk~~ *Comm'r* of our said Court, at his Office, this *30.* day of *August*, 1856, in the *81.* year of the Commonwealth.

N. P. Young Com'r

Execution on the within August 27th
1856

M. J Davis Dep
for Saml Kellogshff

Foster &c
Fi Fa
vs
Doles &c
Ft 30 th Augt 1836.

The Commonwealth of Virginia,

To the Sheriff of ~~Isle of Wight~~ Southampton County—GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON Patrick Doles, Robert W. Doles and William L. Dawson

before the Judge

to appear ~~at the Clerk's Office~~, of our Circuit Court for Isle of Wight county, on the first ~~Monday in~~ day of October term 1854 ~~next~~, to answer an amended and supplemental bill filed in said Court against them by John A. Foster and A. T. Burn

~~of a plea of~~

~~damages~~

and have then and there this Summons.

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this 6th day of October, 1854, in the 79 year of the Commonwealth.

N. P. Young ee.

John A. Foster & als.

Scund. in
vs. Chy.

Patrick Doles, Robt. M.
Doles & Wm. L. Dawson

To Octo. Cir. Ct. 1834

Kilby & Hayden
Sols.

Executed on Patrick Doles
and Robt. M Doles by
delivering to them a copy
Oct 13 1834.

William L Dawson is
not a resident of my
County.

A. J. Hills
dep. of S. Hills Shff

The Commonwealth of Virginia,

To the Sheriff of ~~Isle of Wight~~ County—GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON Patrick Coles and Robert M. Coles

to appear at the Clerk's Office, of our Circuit Court for Isle of Wight county, on the first Monday in August next, to answer a bill of injunction filed in said Court against them by John A. Fisher

~~of a plea of~~

~~damages~~

and have then and there this Summons.

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this 24th day of July, 1854, in the 79th year of the Commonwealth.

N. P. Young ex

State of Texas
vs.
Samuel Rice &
Patrick Roby and
W. M. Roby
In Aug. Dist. Court
1871

Endorsement on Writ

I hereby certify that the sale of this property was made by virtue of this writ of injunction & property immediately delivered to D. P. Rhomes S.P.

Filed Aug 29th 1871
D. P. Rhomes S.P.

Plaintiff appears into Court & moves to dissolve the Restraining Order heretofore granted herein & the Defendants move to dissolve the same upon Defendants Petition & Affidavit filed herein & the Court being advised in the premises is of opinion that the Restraining Order heretofore granted herein should be dissolved, and it is accordingly so ordered & adjudged by the Court.

Plaintiff excepts to the ruling of the Court & gives notice of appeal to the Supreme Court of the State of Texas.

N. D. Ramey

Filed Aug 29th 1871
D. P. Rhomes S.P.

Endorsement on Writ

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Filed Aug 29th 1871
D. P. Rhomes S.P.

State of Texas
vs.
Samuel Rice &
Patrick Roby and
W. M. Roby
In Aug. Dist. Court
1871

Plaintiff appears into Court & moves to dissolve the Restraining Order heretofore granted herein & the Defendants move to dissolve the same upon Defendants Petition & Affidavit filed herein & the Court being advised in the premises is of opinion that the Restraining Order heretofore granted herein should be dissolved, and it is accordingly so ordered & adjudged by the Court.

Plaintiff excepts to the ruling of the Court & gives notice of appeal to the Supreme Court of the State of Texas.

N. D. Ramey

Filed Aug 29th 1871
D. P. Rhomes S.P.

The Joint and separate answer of Patrick Doles and Robt M. Doles
to the amended & Suppl. Bill of John A. Foster & A. J. Dawson filed against them
& als: in the Circuit Court of Isle of wight County &c.

These Respondents saving & reserving to themselves all benefit and advantage
of exception which can, at any time, be taken or had to the many errors & imper-
fections in the said complainants Bill, for answer thereto, answer and say
that as to the reasons given by complainant in said Bill, for the difference in the
statements made in the former Bill, and the amended Bill whereby he gives
different versions at different times about the same facts, these respondents
can easily account for, in the recklessness of character on the part of Foster
which prompts a disregard of truth if his interest will be promoted thereby.
As to the statement that certain property contained in the deed to A. J. Dawson
was seized by your respondents under color of the deed to them and sold by R. M.
Doles trustee of the deed to Patrick Doles, they deny the accuracy of said state-
ment, and say that no property was seized or sold by them, to the best of their belief,
except what was con-
veyed in the deed to Doles; and a part in the deed by Foster himself. The subsequent
statements made by complainant, and afterwards repealed by him, that Dawson
was not a partner with Foster in carrying on the work in question, these respond-
ents say if he were not regarded as a partner by Foster, that then the man Foster
contemplates and attempts to carry on the vilest imposition and to practice
the most unparalled fraud upon an unsuspecting Public. Foster told these
respondents that Dawson was a partner & so held him out to the Public, and
they venture to say that no bond for the hire of the negroes on the Road was given
unless signed by Foster & Dawson, with the full knowledge & approbation of Foster, and many so signed by Foster in his presence
and in connection with this matter, they call the attention of your Honor to the statement
made in this very Amended Bill, that he Foster having ascertained that Dawson
had hired (your respondents) negroes upon the alleged representation that he was
a partner, so far countenanced the idea as to execute the said Bond
to Doles in the name of Dawson & Foster. That is, he Foster did execute
this bond in note himself signing the name of Dawson & Foster. The excuse
he gives for this fraud or attempted fraud really deepens his guilt, for it is
clearly an attempt to palliate his knavery under affected stupidity.
As to the $700, and the Bond given therefor, this respondent Patrick Doles, says
it was for money loaned by him to Dawson & Foster, with the exception of the
value of a horse which he let them have. The money was borrowed by Dawson, but in

but in the name & for the benefit of the firm of Dawson & Foster & he has no doubt was used in carrying on the Road. Dawson & Foster both had before & afterwards had told this Respondent they were Partners & each authorized to use & did use their joint names not only in similar, but other transactions and the bond whose value was a part of the said sum of £700, these respondents have seen Foster use & have heard him often times speak of the great bargain he had got in him. The note for £95 was for Beef, Lard, Bacon &c, furnished by Dabney & Doles to be used by the Operatives on the Road. The complainant states that the bond for £95 was obtained from him after the "Deed of Trust was prepared by Doles &". Your respondent Doles (D), will here reply to the charges of fraud & misrepresentation in said Bill as to the circumstances under which the said "Deed of Trust" was executed, as well to deny as every fact stated by said Foster in connexion therewith tending in the least to implicate this respondent in doing any thing unfair, but to shew by a statement of the real facts of the case, that Foster was perfectly cognizant of the circumstances of borrowing of the £700 & the consideration of the £95 bond, and also to shew that this man Foster can have written and then swear to false hoods, with a facility so remarkable, that it seems as if he derived a decided pleasure in that accomplishment. The Deed of trust to this respondent, was not prepared by Doles, nor was it obtained by "threats used", or for any improper purpose, nor for any of the ends as set forth by Foster. On the contrary, this deed was purely a voluntary act on the part of Foster. Foster wrote and prepared the deed himself, and as he wrote it himself & when brought to Doles, he Foster had already inserted the debts - the £700. of £95 &c; therein specified, and he Foster also had put in just such property as he pleased. The deed will speak for itself - it is in the handwriting of Foster, from which facts it is plain that Foster knew of the debts, otherwise how could he have mentioned them, and after this solemn manner, by Deed acknowledging these debts, he has the impudence to pretend that he was not aware of their existence, or that Dawson was not authorized to use his name & was not a partner.

Your respondent D. Doles further denies most explicitly every charge & allegation in every part of said Bill made against him, relative to the execution of the contract of agency, & as to his motives for entering into said agreement with Foster.

This respondent made no attempt, nor had any wish to embarrass Foster, to injure his credit, or to break up his Railroad operations - or has he desired to get the contract as against Foster himself, or that he obtained the deed of Trust or entered into the said Contract of Agency for any such or similar end, all of such allegations this respondent pronounces and declares to be positively & absolutely false. On the contrary this Respondent verily believes that under the representations made by Foster to him of the amount to be made by the R. Road operations, & the repeated promises made to him for aid or assistance in some form or another, that a vile and infamous imposition was contemplated on this respondent, and he has some reason to apprehend with some chance of success. After this Respondent, (D Doles) had entered into the Contract of Agency with Foster, he set about his duties in earnest, but he soon found, that Foster had not only "destroyed" his credit, and "effectually dried up his resources" &c, but that he had most "effectually" ensnared & bamboozled your respondent, and unless your respondent could in some way defeat his schemes, he would dry up his pocket, as "effectually" as he, Foster, had "destroyed" his own reputation for veracity & honesty.

This respondent found, so soon as he learned, the management & contrivances of the man, that Foster had, borrowed, and bought along the line of the Road of every description, provisions for hands & teams, and the holders of this debt Bills were clamorous for payment: he soon thereafter found that he, Foster, not only was pressed by the instigation of this respondent, but by persons in the neighborhood, but by persons at a distance, and he now recollects that a suit was then pending for £800, by a Creditor in Richmond against Foster, and that so soon as judgments were obtained, that a levy would be made on the "hands" which had been hired on the Road. Many persons, looking all confidence in Foster, had taken their negroes away; and not until this had been done, did your respondent have been disclosed by Foster & in violation of his agreement had removed him from his agency, that he too, to protect himself, as the others, took away his negroes. They could not be longer employed & to have allowed them to remain, would only have subjected them to the debts of Foster's other Creditors. This respondent did expostulate with Foster about his extravagance & negligence, & intimated that unless he altered his way, that the work would sink or fail.

your ~~Orato~~ respondent entered into the aforesaid agreement with the best intentions, and every allegation made to the contrary is entirely false. Your respondent further denies the allegations in said Bill relative to the said "Agreement" differing in any way from the plain import of the one written, signed by the parties & filed in the cause. There was but two propositions submitted to the respondent - the one was for him (P. Doles) to loan $2000, and the other was the one embraced in the Contract, - the latter he accepted. The allegation that $3000 should be advanced is untrue, and so is the statement that he stated that the $2000 was a mere matter of form & that he intended to advance more - these & all other allegations bearing on this matter differing at all from the Contract as signed & executed, are totally void of truth & this Orator well knows. Your respondent states that he has not only expended all the estimate drawn by him, but more than the two thousand dollars for the benefit of Foster & to carry on his business on the R. Road according to the Contract - as will appear by a bundle of papers herewith filed or left with his Counsel - being unwilling that Foster should however finger them unless in the presence of his Counsel. Your respondent believes that he has answered every allegation of Complainants Bill - he fears no investigation. As to the property sold by Doles the trustee after the injunction was obtained, the sale was agreed to be made, or consented to by the Counsel of all parties & the Proceeds are made or held subject to the order of Court; and these respondents besides their Bond already given for that end, do hereby commit themselves bound for the forthcoming of the proceeds according to the order of this Hon: Court. These respondents do most emphatically deny all collusion, fraud, corrupt & wicked motives & acts, so profusely imputed to them in the said Bill, and having answered pray hence to be dismissed &c.

Southampton County to wit

Patrick Doles and Rob: M Doles personally appeared before me a justice of the County aforesaid, and made oath that facts as stated by them severally as to their own answer set forth are true to the best of their knowledge & belief. Given under my hand this 2d 17th day of March 1866 Wm Griffin J. P.

John A. Foster & A. J. Burr &c.
vs.
Ro. M. Doles, Patrick Doles &c

In chancery, in the Circuit Court of Isle of Wight County.

Exceptions taken by the said plaintiffs to the insufficient answers of the defendants Patrick Doles and Ro. M. Doles, to the amended Bill of said Complainants —

1st For that the said Defendants have not to the best of their skill and judgment, remembrance and belief answered and set forth whether the six cats and gear one mule and wagon were embraced in the deed of trust from Jno. A. Foster to A. J. Burr Trustee, &c, on or about 1st april 1857, and whether the same were sold by the said Defendants or either of them & for how much, & whether they the said defendants did not know that said property was subject to the deed above named, before it was subject to the deed of trust executed by Foster & Dawson for the benefit of said Patrick Doles, as charged in the said amended Bill.

2nd For that the said Defendants have not in any manner as aforesaid stated whether they knew that the contract entered into by said Foster with the Norfolk & Petersburg Rail road Company did not permit the said Foster to associate any body with himself in the conduct of the work, so as to affect any change of his responsibility to the said Company or so as to create any liability on the part of said Company to such other person, and whether, at the same time the said Foster ~~and either~~ was ~~xxx~~ prevented from having as many partners or agent in the conduct of the work as he thought proper.

3rd For that the said Defendants have not in manner aforesaid set forth whether the debt of $700, claimed to be due by Patrick Doles was not made with Wm L. Dawson without the knowledge of your Complt. Foster, and whether, if any such sum was advanced or lent by said Patrick Doles to said Dawson, it was not for the individual benefit of said Dawson, and in no wise connected with the contract with said Rail road Company as made by said Foster —

4th " For that the said Defendants have not in manner as aforesaid set forth whether the said Patrick Doley, did not by threats to sue &c, compel the execution of the Deed of trust to him, and whether he the said Patrick Doley, did not know that previous to the execution of said Deed to him that Foster was greatly embarrassed in prosecuting his affairs and was not greatly in need of money, and whether, knowing these facts, he the said Doley did not conceive the design of destroying your orators credit and consuming his means with the view of breaking him up in the prosecution of his said work so that he, Doley might derive the sole benefit of the Contract himself. and whether the said Patrick Doley did not about the last of May or first of June 1854 make overtures to said Foster to become a partner. and whether he Doley did not agree to advance $5000 or other sum of money, on condition that he should participate in one third of the profits of said work; and whether he (Doley) did not consider the work profitable,

5th For that the said Defendants have not in manner as aforesaid set forth and said whether it was the settled purpose of Patrick Doley to obtain of said Foster a power of attorney to receive the estimates due said Foster & to withhold the advance as promised by said Doley & to refuse to disburse the estimates he received, and thus to break down the said Foster by depriving him (Foster) of the means of paying his debts; and whether in pursuance of this design he, Patrick Doley, did not procure on said Foster to execute the power of attorney referred to in the cause and whether he Doley was not bound to advance $5000, instead of $2000 as named in said power of attorney; and whether he, Patrick Doley did not agree notwithstanding to advance what ever was necessary; and whether in fact at that time any part or how much of the $2000 was advanced

6th For that the said Defendants have not in manner as aforesaid set forth, whether the disbursements as made by said Patrick Doley amounted to $2000, or not: or whether they exceed $1600 the estimate received by said Patrick Doley of the said Rail road Company; and because they the said Defendants do not set forth to whom & for what sum much way these said $ them or either of them on accounts of the work aforesaid; and whether said Patrick Doley did not advertise & pay off said Foster's debts at Buckeye swamp and whether he did not there refuse to do so, only paying some small amounts; and whether this was not in pursuance of his settled purpose to break up said Foster and to ruin him; and whether he the said Patrick Doley did not insinuate & declare the insolvency of said Foster and advise the creditors of said Foster to sue him —

7th For that the said Defendants have not in manner as aforesaid set forth, whether they or one of them did not have notice from A. D. Burr that he claimed the property herein before named by virtue of the Deed to him

8th For that the said Defendants have not in manner as aforesaid set forth what sums he the said Patrick Doley has advanced under the said Contract coupled with the said power of Attorney and what sum he the said Patrick Doley received from the said Rail road Company or other persons of the said Foster's money; and what was his design in procuring said power of Attorney. ~~and what was the said Contract between him & said~~ Foster

In all which particulars the said Complainants except to the answers joint & separate of the said Defendants Ro. M. Doley & Patrick ~~H~~. Doley, as evasive, imperfect and insufficient, and pray that the said last named Defendants may be compelled to put in a full and sufficient answer thereto.

John R. Kelly
C. B. Hayden
} Compts. Attys.

Foster & Burr

vs.

Doles et al.

Exceptions to answer of Defts: Doles' to the amended Bill of Compltt:

To the Hon. Richard H. Baker Judge of the Circuit Court of Hanover County.

The Joint and separate answer of Robert M. Doles, and Patrick M. Doles to an amended Bill filed against them & others in the said Circuit Court, by John A. Foster and A. J. Burr.

These respondents, saving & excepting &c. & reserving all manner of benefit of exception, to the manifold imperfections of said Bill &c. for answer to so much of said Bill as they are advised it is material for them to answer, say that, to the best of their belief & knowledge, every material fact & allegation therein made, and every charge therein contained imputing improper, unworthy and fraudulent conduct on the part of the Respondent, Patrick M. Doles, are wholly, totally & thoroughly false, and they believe that the plaintiff himself is perfectly conscious of such error & falsity. The Conduct of these respondent, in all the relation which ever existed between them & the said Foster, they allege has characterized by openness, honesty & frankness, & liberality which was well known & spoken of by the said plaintiff as such, and in this particular the said Foster has not only knowingly stated untruths, but has added to false hood, base ingratitude. He believes that the note of $700 was signed by Dawson, for himself & Foster, as he had a right to do, as was commonly done, and the papers were signed in the same way by this Foster himself. The consideration of that note was $500 advanced in money, for the benefit of Foster & Dawson, & the other $100 was for a horse bought for the said firm of Foster & Dawson & the consideration of the $195.00 was for corn, fodder, bacon, beef & furnished to the same parties. This respondent Patrick Doles, further states he has brought a suit on the bond for the Hires of the negroes as stated in the said bill, and alleges that he has recovered judgt. in the Circuit Court of Richmond City, for the same they contended with the said Foster, as will appear by a copy of the same here with filed. The property mentioned in the deed of trust to R. M. Doles, he alleges was sold by consent of parties, and the proceeds await the order of this Court. The Rule referred to as contained in the deed of trust to Burr & sold by this Respondent, as alleged is false, the Rule referred to having died before the sale referred to: the said Bill or any of its other allegations, these respondents say that they are untrue & totally false. & having answered pray hence &c.

Patrick M. Doles

Robert M. Doles

San Augustine County To wit

Personally appeared before me the Subscriber a Justice of the Peace in and for the County aforesaid Patrick Doles. and Robert M. Doles. and made oath in due form of law; that the within ~~Affidavit~~ Answer is correct according to the best of their Knowledge and belief Given under my hand this 14th day of May 1855

John Griffin JP

Ans
Doles
vs
Yeates
Filed May 18. 1855
Duncan & Hughes
Sol's for Ans & Co
Filed

To the Hon. Richd H Baker Judge of the Circuit Court of Erie County in Chancery sitting &c.

The joint & separate answer of Robert M. Dolby Junr & Patrick Dolby to a Bill of Injunction filed in said Court by one John A. Forster against them. Your respondents say, that the deed of Trust referred to in complainants Bill was executed as is stated in said Bill for the debts therein specified, and they believe that it is duly therein contained therein; by way of answer they will submit these facts: That a bond was executed by Forster & Dawson for the sum of £10 000 for the due performance by Wm. Henry, John Blume, Wm. Stephens, Esqr, & Dawson hired by your respondent Patrick Dolby - pay the quarterly, as the bond specifies, or a copy of the same herewith filed with them. the original being in suit in Richmond Circuit Court subsequently a contract was made between your respondent P. Dolby & the said Forster, on the 7th June 1854 a copy of which marked "A" herewith filed as a part of this answer, by which, for the sum of £2000 advanced by your respondent & the services therein to be performed by your respondent P. Dolby, the said Forster assigned & transferred to your respondent the Rent of said Forsters Contract with the Erie & N. & O. Railroad & the right to control & manage the operations to be carried on the said Road & the right to draw by power of Attorney irrevocable to receive from the Company the sums due for the work as it should be done, as well the 25% of Forster as the one third his own by previous. your respondent commenced operations, hired hands, bought teams, provisions & in many way contracted liabilities to carry on the work according to the terms of said contract, when to his surprise & with unparalleled fraud on the part of Forster

he was arrested in the performance of his said duties, by Foster who revoked his power of attorney & the authority conferred by the said contract upon your respondent to operate on the said Road. Your said respondent denies his right to do so, but yet the effect was to render him powerless in carrying out the contract. As to the £200. a part of the consideration referred to in said contract, your respondent has spent £1223.4.7 or there about, in paying him, taking in Foster orders & other matters connected with & in the discharge of his duties and agreeable to their contract, and the balance thereof by agreement between them was reserved by your respondent P. Doley to buy teams to be placed on the Road by the Engineer (instructions of the) Directors & the fourteen hundred dollars, or the £2[illegible] thereof received by Doley from the Engineer of the Company, has been fully consumed by said Doley in carrying on the operations of said Road in discharge of his undertakings arising under the said contract.

The said Doley did not take away his Lands or negros, because the said Foster had annulled & endeavoured to cancel his contract, and had so embarrassed him that it was utterly impossible to carry on operations on the road.

Foster was heard by very many persons in the county & act of it & nearly all everyone who had hired him negros had taken away their negros, in consequence of the bad faith & himself disregard of his duties, so that to have allowed his negros to remain, would only subject them to be seized on by execution issuing on the several judgments to be obtained against him Foster at the ensuing Courts of August & October. Your respondent conceived that he had a right thus to act as well by his interest in the Road by virtue of his said contract, as the bad conduct of Foster.

Your respondent P. Doley, does therefore aleld, that all the debts referred to & owned by the deeds of Trust referred to a copy of which marked "B" is herewith filed as a part of this answer, are independent of & have no connection with the transactions of your respondent & Foster growing out of the said Contract, but are debts due, owing & unpaid according to the statements therein & said Deed. Wherefore and believing it was the purpose of said Foster to remove the property thereby conveyed, as he has recently done of the other property conveyed in another Deed, and a writ had been levied on by a creditor of Foster, to defraud or to embarrass your respondent, and to make away with the said property, the said respondent did direct the said trustee No. R. Doley to take possession of the same & execute the said trust by selling the same according to the requirements of said Deed: and while said trustee was acting in the discharge of his duties he was arrested by the restraining order of your honor, upon charges & statements made by complainant which so far as the same are inconsistent herewith, are wholly false & untrue. The very first clause of his Bill bears the impress of Fraud, or indicates a willingness on the part of complainant to perpetrate one. In this, that he states that by his contract with the said Railroad Company, he was prohibited from transferring any interest in the said Road &c, and yet he by the said contract, did sell & transfer one third of his said contract unto the Company, to your respondent. Your respondent state, that it will be impossible for Foster to carry out his contract with the company, nor will he permit your respondent to attempt to do so. That the injunction to the said sale works great injustice to your respondents, in having to keep the said property, under forms, wagons &c at a great expense which will diminish the value of his security. They therefore deny the grounds for the relief prayed for & the relief itself, and pray that this honorable Court will order & direct the injunction & this bill complainant filed & they answer pray same to be dissolved.

Patrick Doley
Robt. McDoles

State of Kansas Co. ss.

Patrick Dolan & Robert M. Dolan personally appeared before me, a Justice of the peace for said County and made oath that the facts in the Annexed are true to the best of their belief — subscribed by hand this the 7. day of Aug 1854 —

L. F. Dollard J.P.

Dolan Affs. affm.

Filed

August 7. 1854 Fee $1 cts

C (No 1)

To the Honorable Richard. H. Baker
Judge of the Circuit Court of the County of
Isle of Wight. The Amended and Supple-
mental bill of your Orator C. W. Coles to
to the Original bill of Complaint exhibited
by him to your Honor on the 20th day of Oct
1864. Against Patrick Doles, and &c. &c. &c.
respectfully represents that since the filing of
said Original bill, your Orator has discovered
that in the hurry of preparing the same various
imperfections, omissions, and inaccuracies of
statement have crept into the same and in
particular, that other parties who should have
been united with your Orator as Plaintiffs there-
in have been totally omitted therefrom, your
Orator imputes the whole blame of the omis-
sions to himself, and not to the Counsel who
prepared the bill. And begs to offer the pressing
circumstances under which the bill was prepar-
ed as his excuse for not furnishing to his Coun-
sel a fuller and more accurate statement
of the facts relating to your Orators Case, Your
Orator would now charge in the first place
that prior to the execution of the deed of trust
in the said Original bill mentioned & &c. to
Coles Trustee for Patrick Doles, conveying the
property mentioned in said bill, that there
had been executed by your Orator a prior
deed of Trust to Hit. about the 1st of April
1864. which is of record in the Counties of Isle
of Wight and Southampton and a Copy of
which will be exhibited with this bill. Conveying
to one C. T. Dunn of the City of Richmond as
Trustee certain property for the benefit of
certain Parties in said deed named.

and that a portion of said property so conveyed Consisting of six Carts and gears one Mule and Waggon which were embraced in said deed, has been seized by the said Robt. M. Dales. under Color of the deed to him for the benefit of Patrick Dales. under the pretence that they were conveyed to him and that he had a right by virtue of said deed to sell the said property and pay the proceeds to said Patrick Dales in satisfaction of the debt alledged to be due to him by your Orator, Your Orator charges that said property is not embraced in the deed to Dales and that even if it were it is found by the prior Bill above mentioned; And he asks that the said A. L. Dawson who represents the Creditors of your Orator (provided for in the first deed) may be permitted to unite with Your Orator as plaintiff in this Suit, Your Orator charges that the Contract made by him with the Norfolk and Petersburg Rail Road Company while it did not permit him to associate any body with himself in the Conduct of the said Work, so as to affect any change of his responsibility to the said Company, or so as to create any liability on the part of said Company to such other person, yet did not prevent nor was intended to prevent your Orator from having as many partners or Agents in the Conduct of the work as he thought proper, and Your Orator charges that it was for this reason perfectly competent for him to enter into the Contract with Dales which is set out in the Original Bill. Your Orator charges that in the Month of January 1854 when he went to the County of Isle of Wight for the purpose of making arrangements to perform his Contract with said Company. that he was accompanied by one Wm L. Dawson

between whom and your Orator there existed at that time a Contract for the execution of certain work on line of the Virginia Central Rail Road in the County of Augusta. and that it was in Contemplation between said Dawson and your Orator that the work on the Norfolk and Petersburg Rail Road mentioned in your Orators Original bill should be Conducted by them in partnership but this arrangement was never in fact made, During the Months of January and February 1854 said Dawson was on the line of the work in the Counties of Isle of Wight and Southampton while your Orator was backwards and forwards between the Cities of Richmond and Norfolk, making his arrangements for the Conduct of the work, It was during this period that said Dawson represented himself as the partner of your Orator in said work and made the Contracts with Patrick Dales for the hire of the Negroes. and the loan of the Money mentioned in your Orators Original bill, These Contracts were made by Dawson without your Orators Knowledge and to this hour your Orator does not know what use Dawson made of the $700. or any part of it nor does he know that Dawson ever got the Money at all. On the Contrary he believes and charges that the said $700 alledged to have been sent by Dales to Dawson to Carry on the work, either was lent to Dawson for his private purposes or was in point of fact obtained only in part and for no purpose Connected with said work, Your Orator however upon ascertaining that the Negroes had been hired by Dawson from Dales upon the alleged representation that he was the partner of your Orator so far countenanced the idea as to execute the said Bond to Dales in the name of Tabb & Dawson, but that he did this without reflecting upon the legal consequences of the act

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And without meaning to establish any such partnership but simply with a view of saving the feelings of Dawson and because your Orator was willing to adopt the act of Dawson in that particular, it being obviously intended for the benefit of your Orator in the prosecution of the said work, But your Orator charges that the name of Yates & Dawson was signed to the bond given to Doles for that amount by Dawson himself without the knowledge or Consent of your Orator in any way, and that at the time when the deed of trust was executed in the name of Yates & Dawson to secure the payment of that Bond by your Orator, that it was so done simply because your Orator believed that Dawson had actually obtained the money and in good faith applied it to the prosecution of the work & belief which since the filing of your Orators original bill he has good reason to believe is to a great extent if not wholly unfounded, The Bond for $195 embraced in said deed was obtained from your Orator after the said deed was prepared by Doles and brought to your Orator to be executed upon the representations that provisions to that amount had been furnished Dawson by said Doles to be used upon the work, A representation which at that time your Orator believed to be true and which may or may not be true, But into which transaction your Orator desires the benefit of Judicial investigation, Your Orator charges that about the last of February or the first of March 1854. Dawson left the County of Southhampton and went to the County of Augusta, and that so long a time elapsed after Dawson went away before he heard from him that he gave up all hope of ever seeing him again, And that your Orator in the mean while gave notice to every body including Doles, that neither Dawson or any body

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she was interested with your Orator as partner or other-
wise, Some time in the Month of May Dawson returned
to the County of Southampton, But since that
time your Orator has not recognized him as partner
Agent or in any other Capacity, Some time about
the last of April or the first of May your Orator
executed the deed of trust mentioned aforesaid
to Doles. being prevailed upon to do so by various
friends that the Doles would sue and annoy your
Orator if he did not execute said deed, At the
time of the execution of said deed your Orator
in Consequence of certain unlooked for and untoward
difficulties in the prosecution of the work, had
become embarrassed in his pecuniary affairs and was
greatly in need of money, And of this fact Doles became
perfectly aware, and your Orator now charges that being
aware of this fact said Doles conceived the design wickedly
and Craftily of disturbing your Orators Credit and
Consuming his ~~time~~ means with the view of breaking him up
in the prosecution of his said work so that he Doles might
derive the sole benefit of the Contract himself, And
this your Orator will proceed to show to your Honor by
the most conclusive evidence as well by the acts as by
the declarations of said Doles, Some time about the
latter part of may or the 1st of June the said Doles having
obtained the deed of Trust above mentioned and being
aware of your Orators embarrassed Condition made
Overtures to your Orator to become a partner in the
Work to these Overtures your Orator replied that
he was greatly in want of money, and that if he
Doles would advance Four or Five thousand dollars
and take Charge of the financial Concerns of
the work, That he your Orator would also turn
to participate in the profits of the work. to the extent of one
third interest in the same, His proposition Doles took

time to consider and several days after he met with your Orator and stated that if your Orator would appoint him Doles his Attorney and allow him to draw his estimates from the said Company that he Doles would advance the $5000 and undertake to attend to the financial affairs of the work upon condition of his receiving one third of the profits of the same, To this proposition your Orator acceded knowing that Doles was a man of large ~~means~~ means and being greatly in need of assistance in the prosecution of the work, Your Orator would state at this point that the Contract was considered a valuable one by every one who had any knowledge of it and likely to yield if well managed some $10.000 or $15.000 profit, And your Orator had embarked his whole ~~means~~ means as well as strained his credit in the enterprize and had engaged a large force of hands stores &c on the work, Your Orator charges that it was the settled purpose of said Doles to get possession of said Contract and its advantages by procuring a power of Attorney from your Orator, by ~~means~~ means of which he could get possession of the estimates of your Orator due him from the Company and by withholding the advances promised to be made and by fraudulently refusing to disburse the estimates he received while at the same time he evaded responsibility as a partner, to break down your Orator by depriving him wholly of the ~~means~~ means of paying his debts, and thus forcing his Creditors to sue him, thereby disturbing his credit and forcing him to sell out his property, thereby enabling him Doles to purchase said property at a ruinous sacrifice and to get said work from the Company and carry it on himself, and in pursuance of this design said Doles prevailed upon your Orator to execute the power of Attorney referred to in the Original bill, after said

power of Attorney was executed your Orator remarked to Doles that it was strange that he should have named $2000 in the power of Attorney as the sum to be advanced, when in point of fact the Contract was that $5000 should be advanced, whereupon the said Doles replied that it was a mere matter of form and that he would advance whatever was necessary, Satisfied ~~Satisfied~~ with this representation your Orator permitted said power of Attorney to be acknowledged and recorded, But your Orator distinctly charges that at that time although the power of Attorney recites the fact that the sum of $2000 had been advanced by Doles, that at that time not one cent was advanced or paid, but that it only rested in the promise of said Doles to advance thereafter the $2000 as well as such other sum to the extent of $5000 as your Orator might need Your Orator charges that in point of fact the whole disbursements made by Doles upon any and every account for your Orator so far from amounting to the sum of $2000 as stated in your Orators Original bill do not exceed the sum of $1600 as your Orator has subsequently ascertained Some time very soon after the estimate of $1600 was drawn by said Doles as stated in the Original bill, Doles announced to the Creditors of your Orator that he would make payment at a place called Lucker Swamp of the demands against your Orator, out of said estimates and out of his own funds, but after the Creditors of your Orator had collected at said place in pursuance of said Notice said Doles upon the most frivolous pretext refused to pay said demands and did not pay them except to the extent of $250 or $300 At the same time in pursuance of his settled and

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unrighteous purpose to break up your Orator and to ruin him, he insinuated every where throughout the County the insolvency of your Orator, and actually advised the Creditors of your Orator to bring suits against him and to take their Negroes from the work, your Orator having by this time been undeceived with regard to said Dobs real Character and purpose and learning what before had been unknown to him, that said Dobs was a false Corrupt and treacherous person and that his real design was to abuse the confidence of your Orator and by making a tool of him to ruin him and become possessed of the fruits of his labour and fired with indignation at such conduct immediately revoked the power of Attorney and gave notice to the world that Dobs was no longer his Agent or Attorney and that thereafter he would Conduct his work on his own account and thereupon said Dobs finding himself to that extent foiled in his wicked purpose, but still endeavoring to carry it into effect took his Negroes from the work, brought suit upon the bond against your Orator and his securities (although not one half of the period of their service had elapsed) directed his Trustee Robt. M. Dobs to seize the effects conveyed in the said deed of Trust and at the same time urged and advised all the Creditors of your Orator to sue him and make their money by any means within their power. In consequence of these proceedings by Dobs your Orator was pressed on all sides for payment. Warrants, Suits and Attachments were raised upon him, his Credit was destroyed, his force on the work taken from him, and his resources effectually dried up, In this state of affairs your Orator felt it to be his duty to apply for relief to your Honor

which he accordingly did by his said Original bill upon which an injunction was awarded by your Honor to stay the proceedings of said Doles. on the 20th. of July last, Although the order awarding said injunction was served upon said Doles and his Trustee before the sale was made of the effects in the deed, yet the Trustee has retained possession of them ever since including the effects above mentioned previously conveyed to Burr Trustee, Although said Doles and his Trustee were notified by said Burr that he claimed the same by virtue of the said deed to him and up to this time no rendition has been made to said Burr or to any body else of said property or its proceeds, The said A. T. Burr by agent in his behalf has taken possession of all the trust subject conveyed in the first deed not taken by Doles or seized by other persons, Your Orator has been compelled to abandon the said Contract wholly, And has been entirely stripped of his property, And to this extent the wicked purposes of the said Doles. have been gratified, Your Orator is advised that all these proceedings of the said Doles are in bad faith and against equity, And that your Orator is without relief save by the aid of this Court, Copies of all the Contracts and other papers referred to not filed with the Original bill will be hereafter filed Your Orator prays that the said Wm L Dawson may be made a defendant as well as the Original bill and that proper process may be awarded, And that the said A. T. Burr who by his signature and affidavit to this bill manifests his assent thereto, may be united with him as a Complaintiff in this as well as in the Original bill, And Your Orator prays that the said Patrick B. Doles. Robt. M. Doles and Wm L Dawson. may be made defendants to this bill as

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well as the original bill and may be required to answer fully every allegation of the same upon Oath, let the said Patrick R. Doles say at what time and for what purpose the said $700 was lent to said Dawson and whether it was lent in Money or Merchandise, let him say what sort of Provisions and to what extent were furnished to said Dawson for the said $195 above mentioned, let the said Doles say what sums he has advanced under the said Contract ~~Contract~~ compiled with the said power of Attorney, let him say what amount of your Orators Money he has received from said Company or other persons and what his design was in procuring the execution of said power, let the said Dawson say whether he did or did not borrow the said sum of $700 from the said Doles, and if not in whole in what part, what Consideration he contracted to give for the use of it, and what he has done with it, and for what purpose he borrowed it, let the said Patrick Doles say what was the real Contract between him and said Dawson for the lending of the said $700 and for what purpose it was borrowed if at all, Your Orator prayes that the said Doles may be enjoined from any further proceedings at Law, upon said Bond executed for Negroe hire and upon which a suit has been instituted by said Doles in the Circuit Court of the City of Richmond against your Orator and his securities on said Bond, Jane C. Shields and Thomas Porter, Your Orator prayes for general and Complete relief in the premises, That the said Bond may be vacated, that all proper accounts may be taken and all such relief granted him as Consistant with equity and required by his Case

Jno. A. Porter
A. T. Burr

City of Richmond to Wit

This day appeared personally before me Jno G Binford a Justice of the Peace for the City of Richmond John A. Porter ~~A. T. Burr~~ party to the bill hereunto annexed and made Oath that the allegations are true to the best of ~~his~~ his knowledge information and beliefs given under my hand this 11th day of Septr 1854

Jno. G. Binford J.P.

Foster &c

v Amended Bill

Dole &c

Octo. rule 1850 am. Bill
filed & Sum. to am.

Sent to Sheriff of Cty

To the Hon: Richard H. Baker, Judge of the Circuit Court of the County of Isle of Wight —

Complaining shew unto the Court Your Complainant John A. Foster —

Your Complainant represents and shews to the Court, that he is the Contractor, with the Norfolk and Petersburg Rail road Company, to do certain work on the eighth, ninth and tenth sections of the said Road, lying partly in the County of Isle of Wight, and that by said Contract, he is not authorized to sell or transfer any interest in the same to another without the consent of said Company, as will appear by a copy of said Contract which will hereafter be filed with this Bill as a part of the same — That he became indebted to one Patrick Doles of the County of Southampton, in a Bond of about seven hundred & ten dollars about March or April last, executed by your Complainant under the name & Style of Foster & Dawson — also to the said Doles in another bond for about one hundred and ninety five dollars: and also in a Bond for about one thousand dollars to cover the hire of certain negroes (seven or eight in number) hired by said Doles to your Complainant, for the purpose of working on said road during the year 1854, and that for the purpose of securing to said Doles the payment of said sums of money, your Complainant under the name of Foster & Dawson, executed about March or April last, a Deed of trust to one Ro: M. Doles as trustee for said Patrick Doles & conveyed thereby 6 carts &c, 4 horses, 3 mules, 2 setts blacksmiths tools, 3 dirt cars & rail road, 3 dozen wheel barrows, 18 mattrasses, & 24 Blankets, & 1 4 wheel waggon &c &c — That

since the execution of said Deed, to wit: on the
day of June 1854, your Complainant agreed with
the said Patrick Doles to employ him as his
assistant to aid him in the management of
the contract aforesaid with said Company, and did
agree to allow him the said Patrick Doles, one undivided
one third of the advantages arising from said contract
with the said Company, and for which the said
Patrick Doles was to pay to your Complainant
the sum of Two thousand dollars — and
further, your Complainant on the said
day of June 1854, gave a power of attorney to said
Doles (which has since been revoked) to receive
of the said Company the moneys coming due to
your Complainant on account of work done or to
be done for said Company as aforesaid; and
your Complainant avers that by virtue of said
Power, the said Patrick Doles received of said
Company, near sixteen hundred dollars —
Thus making the said Patrick Doles liable
to account to your Complainant for the said
sums of Two thousand dollars and sixteen
hundred dollars — and your Complainant avers
that so far as he knows the said Doles has only
paid out a portion of said moneys on account
of your Complainant, to wit: some Two thousand —
~~hundred~~ dollars; and that the balance of the
said moneys due by said Doles to your Complain-
ant would pay him the said Doles a very
large portion, if not all, the said sums of money
due by your Complainant to said Doles — That
the said bond of $1000, was given to cover negro
hire to accrue during the year 1854, and your
Complainant avers he is not bound to pay the
same, until the services are rendered, and your
Complainant avers, that he has hired of said
Doles seven or eight negroes to work on said rail
road, and that he the said Patrick Doles
has taken every one of said negroes out of
the possession of your Complainant &
refuses to suffer them to work on said
road — wherefore your Complainant denies his
liability to pay the said sum of one thousand
dollars, especially whatever portion thereof there
may be over and above the time actually
engaged by the said negroes of said Doles —
That notwithstanding all these facts, the said
Patrick Doles, has directed the said Ro. M. Doles
the trustee in the deed aforesaid, to sell the said
property thereby conveyed, and has actually ad-
vertised the same to be sold in a few days —
and taking the same in possession greatly to your Complainants damage.
Your Complainant therefore prays that
the said Patrick Doles and Ro. M. Doles, their
agents and attorneys and all others concerned
may be restrained from selling the property
aforesaid for the purposes aforesaid — That
the said Patrick Doles may be required to ac-
count for the said sums of two thousand dollars
and sixteen hundred dollars — That proper relief
may be granted to your Complainant from the
payment of the bond aforesaid of one thousand
dollars, or such part thereof as may be not due as
aforesaid, and that all proper relief may be
granted consistent with Equity — That a copy of
said deed of trust (which is on record in the Clerk's
office of Isle of Wight County) may be filed herewith
as part of this Bill — In consideration whereof
and as a court of Equity can alone grant your
Complainant adequate relief, he prays that
the said Patrick Doles and Ro. M. Doles may

may be made defendants hereto, and be compelled to answer the several allegations herein on oath —

That the prayers of your Complainant as above set forth may be granted him, and that such other decree or order may be made in the premises as may be consistent with Equity &c.

signed

Jno. A. Foster

John R. Killy J.P.

Nansemond County to wit.

This day John A. Foster personally came before the undersigned a Justice of the peace in & for said County & made oath, that the foregoing Bill contains the truth so far as he knows or believes — Given under my hand this 20th day of July 1854.

R. A. Crump J.P.

An Injunction is awarded to the plaintiff to injoin, and restrain the Defendants their agents, attorneys and all others concerned from selling, removing or permitting to be removed or sold or otherwise disposed of, the property in the Bill mentioned to wit. Six Carts &c. 4 horses, 3 mules, 2 setts blacksmiths tools, 3 dirt cars & rail track, 3 dozen wheel barrows, 18 mattrasses, 24 blankets, one 4 wheel waggon &c. &c., or any part thereof until the further order of the Court. But this Injunction is to be suspended, until the plaintiff or some person for him shall enter bond payable to the Defendant Patrick Doles, in a penalty of [illegible] hundred dollars, with sufficient [illegible] in the Clerks Office and before the Clerk of the Circuit Court of Isle of Wight County, conditioned to abide any future order or decree of the Court, and to pay all such costs and damages as may be awarded against him in case the Injunction should be dissolved.

Rich.d H. Baker
July 20.th 1854.

To the Clerk of
Isle of Wight Circuit
Court.

John A. Foster & Burr

vs. Bill of Injunction

Patrick Doles and
Robt. M. Doles

July 27th. 1854 Bill &
filed & Summ. iss. Bondy.

Aug. 7. 1854 Summ. & depts.
filed & gnd. rtn'd.

Sept. Set for hearing

Oct. 1854. [redacted] am'd Bill &
[redacted] filed & procf to d.

Nov. Summ. to am'd am'd bill
exp. & alias issd.

Dec. Am'd bill taken for
confessed & set for hearing

May 18th. 1853. Leave to file
ans. to am'd. bill & same filed
& Continued.

May 1853. ans. to am'd. bill dep.
& Com'd.

Oct. 1855. Order. p 67

May 17. 1856 decree for
acct. Rep. p. 70.

Oct. 1856. Com'd.

Apl. 14. 1857 Com'r rep't
filed.

May 1857 final
decree. p. 111.

Clerk's fee	$10.70
Atto. Stay	15.75
Wm Whiting Const.	1.00
S. Kello. Ch't.	2.20
Wm Burr "	1.60
Com'r Young	15.00
Sol. Complts & Dolys Wits. before Com'r.	7.114
Costs	$53.75

Fi fa iss.