1868-021

J. EDWIN WRIGHT + WIFE ETC VS JOHN W. AMES GUARDIAN ETC.

1868

NANSEMOND COUNTY
(SUFFOLK)

CHANCERY CAUSES

SURNAMES: POWELL, TYNES, TYNER, BUTLER, CORBELL,

N.B. SOME EXHIBITS NOT FOUND WITH CASE.

Costs -

Comptroller's Costs -

Clerk	$10.00
Sheriff	2.00
Censure	50.00
	$62.00

Auditor's Costs -

Clerk $3.50

Cuts

The Commonwealth of Virginia,

To the Sheriff of Nansemond County---Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON John W. Ames, late guardian of Sallie J. Powell, now Sallie J. Wright, and the said John W. Ames, Levi D. Ames and Richard B. Ames, Executors of John Ames deceased, and the said Levi D. Ames, in his own right, and William J. Wright, Executor of William F. Wright deceased

to appear at the Clerk's Office of our Circuit Court, for the County of Nansemond, on the first Monday in October next, 1867, being rule day, to answer a bill in chancery, exhibited against them by

J. Edwin Wright and Sallie J. his wife;

and unless they shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly.

And have then and there this writ. *Witness*, PETER B. PRENTIS, Clerk of our said Court, at his Office, this 17th day of September 1867, and in the 92nd year of the Commonwealth.

Peter B. Prentis *Clerk.*

☞ The Sheriff will, in his return, note the day on which this process is executed on each Defendant.

Baker. p.q.

J. Edwin Wright

vs

Sum.s in Chy:

John W. Ames, late

gdn: &c.

To Octo: Rules 1867

Pro: B. No: 1 Page 28

Cir: Co

Copies of the writs of sum.s and of the bill delivered &c.

by delivering a copy
to each of the parties
W. C. Price, S.C.

At a Circuit Court held for Nansemond County the 15th. day of October 1867.

J. Edwin Wright, and Sallie J. his wife. Complainants

against } In Chancery

John W. Ames, late Guardian of Sallie J. Powell, now Sallie J. Wright and the said John W Ames. Levi D Ames and Richard B Ames, Executors of John Ames deceased, and the said Levi D. Ames in his own right and William I Wright Executor of William F. Wright deceased, Defendants.

On the motion of the plaintiffs, and by consent of parties this cause is directed to be placed upon the docket and leave is given to take their answers; and thereupon by like consent of parties, the said cause came on this day to be heard upon the bill of the complainants and the exhibits filed therewith and was argued by counsel. On consideration whereof the Court by the consent of parties doth adjudge order and decree that one of the Commissioners of this Court, do take the following accounts viz.

First. An account of the transactions of John W. Ames as Guardian of Sallie J. Wright formerly Sallie J. Powell, in taking which account the accounts heretofore returned by said Guardian if any are to be taken as prima facie correct, and liable to be surcharged and falsified.

Second. An account of all the estate, which came into the hands of said Ames as such Guardian showing the kind, quality and character thereof.

Third An account of all debts that are due and owing to the said Sallie J. Powell, which were contracted by or for her prior to her marriage.

Fourth. An account of any debts which have been paid by the complainant and J. Edwin Wright for the said Sallie, which were contracted prior to their marriage, which accounts, the said Commissioner, is directed to state, settle and to the Court report. together with any matter specially stated, deemed pertinent, by himself, or which may be required by either party to be so stated.

A Copy.
Test.
Peter B. Prentiss. Clerk

J. Edwin Wright Orig. Bill & Exhs:
Exs & Cs: Recd
Exs: & Answer, Cate & Exs: Rec:

X'mas

Commissioner's Office
Suffolk, Va, Nov: 28th 1867

To

J. Edwin Wright, and Sallie J. his wife Complainants
and Ex Rel Chancery

John W. Ames, late guardian of Sallie J. Powell, now Sallie J. Wright, and the said John W. Ames, Levi D. Ames and Richard B. Ames, Executors of John Ames deceased, and the said Levi D. Ames in his own right, and William J. Wright Executor of William F. Wright deceased Defendants.

You are hereby notified, that I have fixed upon Tuesday, the 21st day of January, 1868, if fair, if not, on the next fair day thereafter (Sunday excepted) to take and settle, at my office the following accounts required to be taken by the decree of Nansemond Circuit Court, rendered on the 15th day of October, 1867, in a suit in Chancery depending in the said Court, in which you are parties, plaintiffs and defendants:

First: An account of the transaction of John W. Ames as Guardian of Sallie J. Wright, formerly Sallie J. Powell, in taking which accounts the accounts heretofore returned by said Guardian if any are to be taken as prima facie correct, and liable to be surcharged and falsified

Second: An account of all the Estate, which came

into the Lands of said Ames as such Guardian, shewing the kind, quality and character thereof.

Third: An account of all debts still due and owing for the said Sallie J. Powell, which were contracted by or for her, prior to her marriage.

Fourth: An account of any debts which have been paid by the Complainant J. Edwin Wright for the said Sallie, which were contracted prior to their marriage:

And at which time and place you are required to attend.

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

R. L. Riddick

C.M.C.

1867 Nov. 28 I acknowledge service of this notice

John R. Kilby p.q.

R.H. Baker Jr for

Plaintiff

4

Wright &c.
v:
Ames &c.

The depositions of J. Edwin Wright and others, taken before me, W. L. Riddick, a Commissioner in Chancery for the Circuit Court of Nansemond County State of Virginia, pursuant to notice hereto annexed at his Office, which had been continued from day to day in the Town of Suffolk, until this 20th day of March, 1868, between the hours of 6 A. M. and 6 P.M. to be read on behalf of the said J. Edwin Wright & wife in a certain suit in Chancery depending in the Circuit Court for the County of Nansemond, wherein the aforesaid parties are plaintiffs, and John W. Ames, late Guardian of Sallie J. Powell - now wright - & others, are defendants.

Present: R. H. Baker jr atty. for Pltffs.
Jas. L. Kilby do. Defts.

J. Edwin Wright being duly sworn on the Holy Evangelists of Almighty God, deposeth and saith as follows:

1st Question: by Pltfs Atty.

Are you the Plaintiff in this suit, and when did you marry Sallie J. Powell.

Answer. I am the Plaintiff and married Sallie J. Powell on the 17th day of August, 1864, being then a private soldier in the Confederate States army.

2nd Question - by same

State all you may know in regard to debts outstanding against your wife, at the time of your

Marriage which were not settled by her then guardian John A. Ames.

Answer. I paid Wm. A. Butler store account for one hundred & sixty nine dollars. this was paid in September 1866 - in U.S. Currency. against my wife which was contracted from 1860 to 1862. The articles charged for were ordinary merchandise. I paid Mrs. E. S. Godwin my wife's board from the beginning of 1864 to the time of my marriage. Ninety dollars in U.S. Currency. I paid this in July 1865. I settled an account due O. L. Flynn by note for thirty dollars & thirty cents, store account contracted in 1861 - which note is still due, and held by Flynn's Assignee. I settled a store account due James A. Pedin, by note for thirteen dollars & thirteen cents. which is still due Pedin's Assignee - for goods purchased early in 1862. There is yet due Wm. P. Beaman of Murfreesboro, N. C. a balance of One Hundred & seventy eight dollars, and twenty nine cents for store account contracted by my wife, before her Marriage, whilst she was at school in Murfreesboro. Which account begins in October 1860 & ends 14th December, 1861. An account due Martha Horn, Murfreesboro, of eight dollars & sixty three cents, contracted in 1861. An account due J. J. Vaughan of seven dollars & four cents - contracted as a store account in 1861. These debts are claimed and demanded of me. These are all of which I have any posit-

tive information: There is a small bill due Mrs. R. C. Wills, the amt. I don't know.

3rd Question by Same.

State what you may know in regard to ~~what~~ John W. Ames, the guardian having knowledge of the existence of these debts.

Answer: I know nothing of my own knowledge of what Mr. Ames may have known of the existence of these debts, except what I have heard from others.

4th Question. by same.

State what you may know of the condition of your wife's real Estate, when it came to your possession.

Answer: The land under cultivation was in very bad condition - fences gone or rotten, hedge rows grown up in bushes - one fourth of one field was grown up in bushes, and the land was of no use until I had repaired the fences. The land came into my possession on the first day of Jany. 1866, and I moved upon it in May 1866, and lost a large part of my crop that year from the want of proper fences, by swamp stock breaking in.

And further this deponent saith not.

J. Edwin Wright

John W. Ames, being duly sworn for the defendants deposeth and saith as follows:

1st. Question by Defts' Atty:

You have just heard the statement of J. Edwin Wright relative to debts due by his wife, who was late a ward. Please explain why they were not paid, and all you know about them.

Answer: As to the debt due Wm. A. Butler, I cannot say whether he ever mentioned it to me or not; if he did, it was not paid because I had no funds in hand when asked for. The debt was made ~~by~~ Sallie J. Powell my ward with Butler, without authority from me to him to credit her.

As to the debt due Mrs. E. S. Godwin, I think she wrote to me during the war whilst the lower part of the County was in possession of the Federal troops. and I had no funds, nor could I collect any, to pay it. Mrs. Godwin lived at Chuckatuck, outside of the Federal lines, whilst I was within them.

As to the debt due O. R. Flynn, I have no recollection whatever of it. I never authorised my ward to make the bill.

As to the debt due James W. Pedin, I have no recollection whatever of it. I never authorised my ward to make the bill.

As to the debt due W. P. Beaman, I think Mr Beaman mentioned the subject to me in 1861, more than once, or in 1862. I qualified as the guardian of

Sallie J. Powell. at October Court 1860- and no funds came into my hands until the first of the year 1862. In February 1862. Mr. H.L. Eyres who had been the acting guardian of Sallie J. Powell paid me $2000 on the 21st February, 1862. and immediately I obtained an Order of Court to invest whatever remained after paying the outstanding debts due by the ward. I proceeded to pay these debts. as far as $800 which I had reserved for this purpose would pay them, which I supposed would have been enough, but which turned out not to be so. Hence Mr. Beaman's bill was not paid as I had already expended more than the amt. reserved, to the first bills presented. I was ignorant of the amount of outstanding debts.

As to the debts due Miss Martha Horn & J. J. Vaughan I know nothing of them whatever

2nd. Question - by same.

State what the condition of the real Estate of your ward, when her husband took possession of it and your management of the same.

Answer. When I took possession of the Farm of Ward, in Bennett's pasture, on Nansemond River, with I think, no fence at all that I can recollect of no houses, and the pine bushes grown up to 8 or 10 feet high all over the farm. I immediately procured tenants for it and made the best arrangement respecting them in my power. I leased one portion of the farm to Wm. F. B. Warrington, with E. P. Kelly as his security

for five years, at $125- per annum, to put the land under good fences, and return it in good condition.
I leased the other portion to Dempsey Langston with John K. Lee as security, with like conditions at $100 per annum. I afterwards allowed him to modify this contract by private agreement, to put up certain houses valued at $200- to be paid for out of the Rent; which houses were commenced by him and partially finished, but were pulled down and carried off by the Federal troops. I never collected any rent after my ward's marriage, and the place was turned over after the war to Ward's husband. I consider the fee-simple value of the Real Estate belonging to Mrs. J. Edwin Wright, to be worth $15.000- in which Mrs. Julius Godwin, the mother has had her dower assigned.

Cross-examined by Pltff. atty.

1st Question by Pltff's atty.

How often did W. P. Beaman demand payment of the amount referred to, and when?

Answer: I have no definite recollection of his asking me for it, but once, and that was in 1861., though he might have asked me for it afterwards. I never at any time offered to pay him. He resided in Murfreesboro from the time the amount was contracted, to the present time. There was no obstruction

to my communicating with Wm Beaman, as I was in Richmond & Petersburg, until the fall of 1863. when I returned to my farm within the Yankee lines.

2nd Question by same

Does the paper now shown you, marked (A) & appended hereto, constitute a true copy of your first account returned & settled as that of the Guardian of Sallie J. Powell.

Answer. The paper shown me is not in my hand writing - and hence I cannot say that it is a correct copy. I will however furnish the Commissioner with a correct copy.

3rd. Quest.

Suppose the paper (A.) to be a correct copy, does that paper, with Exhibit (A) filed with the bill constitute an account of all your transactions as guardian.

Answer. Yes.

4th Question -

Did you authorise your ward to make the account rendered by W. P. Beaman.

Answer - To the best of my knowledge and belief, I did not.

5th Question - How then did you supply her with the necessary wearing apparel & other necessaries?

Answer. When she applied to me I furnished her with money, as the first account will show. and made some few purchases myself

6th Question - Do you mean to say that the amount of cash furnished, and a few purchases made by you, amount to a sufficient sum to supply your said Ward during your guardianship, with necessaries suited to her station?

Answer - I think with the money furnished, purchases made by me, and the mercantile & other bills I paid that the amount was sufficient.

7th Question -

Did you ever prohibit her from contracting bills herself.

Answer. I did not.

8th Question -

Did you ever authorise her expressly to do so?

Answer - I have no recollection of ever doing so.

9th Question.

What is the amount of the Confederate States Bond - item - October 24th 1863 - Exhibit with the bill.

Answer. The amount is $1000 - on its face, but cost $1500 - it being a Cotton Bond and at a premium.

10th Question.

At what price was Virginia State Registered stock selling for at that time.

Answer. I don't know.

11th Question -

Who collected ward's hires for 1861?

Answer - I don't know. I did not.

12th Question –

What amount all told did you receive from Henry L. Tynes?

Answer: $5000.

13th Question –

In reference to what you have said in your answer about the delivery of the $1000 bond last referred to, to Sallie J Wright, was not that delivery made during her minority prior to her marriage, and do you not know that it has proved worthless

Answer. The said Bond was delivered to her during her minority, before her marriage, & has proved to be worthless. I paid it to her before her marriage as she called on me for money, & having made every effort to collect rents then due to meet her demands, but failed to do so, & having nothing in hand but this Confederate Bond, & realise money upon it if she could.

And further this deponent saith not.

Jno. W. Ames

The further taking of these depositions is adjourned & continued to the 27th day of March, at the same place and between the hours aforesaid.

W. L. Riddick

Comr.

March 27th 1868.

The witnesses summoned, not having appeared, the further taking of these depositions is continued & adjourned till tomorrow, March 28th. at the same place & between the said hours. — W. L. Riddick Com'r.

March 28th 1868

The taking of these depositions was this day resumed.

Henry L. Joyner, who had been duly summoned on behalf of the Plaintiffs. appeared and after being duly sworn, deposeth & saith as follows:

Question. by the Commissioner:

Will you state the circumstances attending the payment of the money due by you as administrator of Jackson Powell deceased, to John W. Ames, Guardian of Sallie J. Powell, daughter of said deceased.

Answer. I paid to Jno. W. Ames, said guardian in the latter part of February, 1862, $2000. at his request I had no objection to paying said money, and paid it as soon after being called upon as I could.

The second payment was made in May following, by order to said Sallie J. Powell on me by her guardian, which amounted to $500. On the 5th July 1862, I paid to Jno. W. Ames, as guardian, the sum of $2500 - which was all I ever paid him. The further balance I owed as said administrator, amounting to $230. I paid to J. Edwin Wright in Federal Currency in 1865. When the last money was paid to Mr. Ames, he did not call on me for it, but I called upon him, and urged

him to take it, and on his objecting to do so, I became somewhat excited and made some harsh remarks because he did not wish to receive it. In three or four weeks after this happened, Mr. Ames consented to receive it & I paid it to him. When the above excited conversation took place, I used as a reason why he should take it, that the County Court had granted an order to invest the surplus funds belonging to his ward in Confederate Bonds. I can state that at no time did I object to paying over the money in my hands to Mr. Ames, nor did I at any time say to him that I preferred to keep the money, or that the investment was better in my hands

And further this deponent saith not.

H. L. Lyons

The further taking of these Depositions is adjourned & continued until April 1st. 1868. at the same place & between the same hours.

W. L. Riddick
Com

April 1st 1868.

The taking of these Depositions, which was adjourned & continued until to-day, was resumed.

Henry J. Corbell, having been summoned on behalf of the Defendants, appeared, and having been duly sworn, deposeth and saith as follows:

Question by the Commissioner.

State, if you can, the circumstances attending the investment of money in Confederate States Bonds by John W. Ames, as the Guardian of Sallie J. Powell, for his said ward.

Answer:

While I was living in Richmond in 1862 - I think late in the Spring or the Summer of that year, John W. Ames came there as a refugee, and remained with me for several months. One day while he was there, Mr. Ames asked me to go with him to the Confederate States Treasury, and I did so, and when reaching there seeing him have a considerable sum of money, I made some remark to him about it, in a jocular way, when he said that the money belonged to his ward Sallie J. Powell, and that he intended to invest it in Confederate Bonds as the best investment he could make. I don't recollect the amount

1 1

if Mr. Ames told me, but I saw him have the bonds for which that money was paid. I know nothing of any other investment made by Mr. Ames.

And further this deponent saith not.

H. E. Corbell

The further taking of these depositions is adjourned and continued till the 14th day of April next, at the same place and between the hours aforesaid.

W. L. Reddish Com.

April 14th. 1868 - The taking of depositions in this cause which was continued to this day, is now resumed -

William A. Butler, being present and duly sworn deposeth and saith as follows:

Question by Plaintiffs counsel.

Did you have in 1860 or 1861 a claim against Sallie J. Powell ward of Jno. W. Ames: if yea, when was it contracted, what was its amount & has it been paid, when & by whom?

Answer. I did have a claim against Sallie J. Powell, ward of Jno. W. Ames, in 1861 & 1862 amounting to about one hundred sixty nine dollars. It has been paid by J. Edwin Wright, in 1866.

2nd Question by same.

Did you ever present that account to Jno. W. Ames? if so when and how often, and what did he say? Did he promise to pay it and how often?

Answer: I presented the account to Mr. Ames in January 1862. He stated that he could not pay it then. I presented it to him again in April or May of that year. He did not pay it, nor did he ever promise to pay it

3rd Question by same -

Did you ever demand its payment from Ames, after he had received funds from Mr Tynes, and would or would you not have accepted its payment in Confederate notes?

Answer: I know nothing of any business of Mr. Ames & Mr. Tynes. I would have accepted Confederate notes when I asked Mr. Ames for the amount of my account.

4th Question by same.

What was the account for? were or were not the articles for clothing principally, and were they not of such a character as were suitable to Miss Powell's condition and station in life.

Answer: The articles were for clothing and other merchandise. I am not able to say anything ~~about~~ whether these articles were suitable to Miss Powell's station in life or not.

Cross-Examined -

1st. Question by Deft.'s Counsel.

Where were you from the 1st. January 1862 to the end of the war.

Answer. I was in the military service of the Confederate States the whole of that period. I was

1 1

Stationed at a battery on Nansemond River until the 7th of May, 1862, and afterwards was in the service generally.

2nd Question on same

When was John W. Ames from the 1st January 1862. to the 7th of May, 1862.

Answer: He had charge of some guard boats on Nansemond River, in the Confederate service. After the 7th of May the Confederate forces began to evacuate this portion of the State. I saw afterwards Wm. Ames in Petersburg and Richmond, but never said anything more to him about my account.

And further this deponent saith not.

Wm A Butler

State of Virginia:
Nansemond County. to wit.

I. W. L. Riddick. a Commissioner in Chancery for the Circuit Court of Nansemond County, in the said State, do hereby certify that the foregoing depositions were duly taken, sworn to and subscribed before me at the times and places mentioned therein.

Given under my hand this 14th day of April 1868.

W. L. Riddick
Comm.

1860						
Jan'	" Amount brought over	H	456	86		
"	By hire of Hab 1861				125	00
"	" " " Anthony "				125	00
"	" " " Matilda "				40	00
"	" " " Rebecca "				15	00
"	Rent of Agnell farm 1861				35	00
13	To J W Peden		25	15		
"	" Wm E Lea Taxes for 1861		38	08		
23	" Jas Hargraves		3	25		
"	" C & Richardson		6	85		
Feb 13	" Jno R Kilby		5	00		
" 26	By Cash from H L Hynes				2000	00
27	To Confederate 8 per cent Stock per Cash Account		1200	00		
March 5	" Foster & Moore		5	00		
" 8	" Cash to Ward		50	00		
" 13	" C B Riddick		161	83		
" "	" Jno W Harrell Hire for H Female College (Bill for 1860)		336	34		
April 1st	By 2 mos Int on H340				3	40
"	To Cut on payments Leonard		1	00		
"	" 5 per ct Comn on H2343.00		117	15		
"	" Commissions for		4	00		
	By Balance due Guardian				75	51
		H	2418	51	H2418	51

A.

Dr Sallie A Powell

In acct with Jno Williams Exr

1861				
Jan 1st	To Cash to servants	$	2	00
"	" Clerk's Ticket		1	20
Feb	" H P Beamon. per acct		9	00
"	" Miss C A Cowling "		1	60
"	" Cash to Ward "		10	25
"	" J J Taylor "		34	65
"	" Hill & Co			75
"	" Miss Mary P Cowling		1	25
"	" C F Campbell		18	50
"	" H P Beamon		16	50
April 22nd	" Cash to Ward		50	00
"	Expences to Murfreesboro'		7	60
July 1st	To Mrs Haden		3	00
Aug 1st	Cash to Ward		20	00
"	" H L Tynes		23	15
Oct 6th	" Cash to Ward		50	00
Dec 29	" H G Lancaster		6	00
" 30	" Cash to Ward		40	00
"	" Midwife fee for Woman Caroline		2	00
1862 Jan 1st	" Cash to servants		2	00
"	" C & S Dancer		155	51
"	" Matrass for Caroline		2	00
			456	86

Exhibit A

Com'th J. R. Williams

State of North Carolina }
Hertford County }

This day personally appeared before me, James W. Parker, a Justice of the Peace for said County, Wm. P. Beaman who upon oath States, that he holds an account made by Miss Sallie J. Powell, (now Wife of Mr. J. E. Wright) for the sum of One Hundred and seventy three dollars and thirty One Cents, Said account was made in the years of 1860 & 1861 for Merchandise and small Amount of Cash from time to time, Said account was Commenced in October 1860 and ended in December 1861.—

The said Beaman further States that in March of 1862 he presented the said account to Mr. Jno. W. Amez (who he was informed was Guardian for Miss Powell at that time) and asked payment.— Mr. Amez promised to pay the account in a short time, said Beaman does not remember having seen Mr. Amez from that time until since the close of the French War.—

Wm. P. Beaman

Sworn to and subscribed before me this 24th day of April A. D. 1868.—

J. W. Parker J.P.

Comm. Office, Suffolk Va. May 27 1868

This paper, by agreement of Counsel, is admitted as evidence.

W. L. Riddick
Com.

(A.)

An account of the transactions of John W. Ames as Guardian Sallie J. Wright, formerly Sallie J. Powell.

Dr. Sallie J. Powell, orphan of Jackson Powell dec'd. (and now wife of I. Edwin Wright)
In account with John W. Ames, Guardian, Cr.

1864: Apl. 1	To Balance due Guardian in Confederate money to date	$292.03	
1868: Octo: 12	" Int: on said Balance 4 yrs. 5 mos. & 12 days:	77.97	
" "	By Balance of Prin.& Int. due Guardian in Confederate States Money, now worthless, to date.		$370.00
		$370.00	$370.00

No transactions as Guardian since date of above acct.

(B.)

An Account of all the Estate which came into the Lands of said Ames, as such Guardian, shewing the kind, quality and Character thereof.

Slaves :— Nat. Anthony, Matilda
Rebecca & Hester & old Betsey.

Real Estate: Old House Lot in Chuckatuck
Aswell Farm on Bennetts Pasture

Cash: From N. L. Symes, Administrator
of Jackson Powell decd. — $3000.00

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(C.)

An Account of all debts still due and owing for the said Sallie J. Powell, which were contracted by or for her, prior to her marriage.

An Account due W. P. Beamon, of Murfreesboro. N. C.		for	$178.	29
" Acct. due Martha Horn.	do.	do.	8.	63
" do.	do.	J. J. Vaughan do.	7.	14
" do.	do.	R. C. Wells, Suffolk	14.	16
			$208.	12

(D.)

An Account of any debts which have been paid by the Complainant J. Edwin Wright, for the said Sallie, which were contracted prior to their marriage.

1866: Sep—	Paid Wm. A. Butler, Chuckatuck, Store acct.	$169.	00
1865: July—	" Mrs. E.S. Godwin, for board—	90.	00
1866	" O.R. Glynn's Store acct.	30.	30
"	" James W. Pedin do.	13.	13
1868:	" R. C. Wells do. (In acct. C.)	14.	16
		$316.	59

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Commissioner's Office
Suffolk, Va. Aug. 27th. 1868.

To the Circuit Court of Nansemond County:

Pursuant to a decree of the Circuit Court of Nansemond County, rendered on the 15th day of October 1868, in a suit in chancery depending in the said Court between J. Edwin Wright and Sallie J., his wife, Complainants, and John W. Ames, late Guardian of the said Sallie J. Powell, now Sallie J. Wright, and others, the undersigned, one of the Commissioners of the said Court to whom was referred for settlement, by said decree the following accounts

First: An account of the transactions of John W. Ames as Guardian of Sallie J. Wright, formerly Sallie J. Powell in taking which account the accounts heretofore returned by said Guardian if any are to be taken as prima facie correct and liable to be surcharged and falsified:

Second: An account of all the Estate which came into the hands of said Ames as such Guardian, shewing the kind, quality and character thereof.

Third: An account of all debts still due and owing for the said Sallie J. Powell, which were contracted by or for her, prior to her Marriage.

Fourth: An Account of any debts which have been paid by the Complainant J. Edwin Wright for the said Sallie, which were contracted prior to their marriage.

Reports to the Court, that on the 28th day of Novem-

ber, 1867, he issued notices against the several parties aforesaid, requiring them to attend the settlement of the said accounts, before him, at his said Office, on the 21st. day of January, 1868, which notices were returned to your Commissioner duly acknowledged:

That the parties aforesaid not appearing, the taking stating and settling said accounts was continued and adjourned from day to day, and from time to time until completed: That by accounts Marked (A.) your Commissioner reports a balance of Principal & Interest due John W. Ames as Guardian of Sallie J. Powell, now Sallie J. Wright of $370.00 - but it being in Confederate money is now worthless.

That by account marked (B.) your Commissioner reports the Estate that came into the hands of the said John W. Ames as Guardian aforesaid -

That by Account marked (C.) your Commissioner reports the debts still owing for the said Sallie J. Powell, which were contracted by or for her, prior to her marriage - amounting to $208.12.

And by Account marked (D.) is reported an account of the debts which have been paid by the Complainant J. Edwin Wright, for the said Sallie, which were contracted prior to their marriage, which amounts to $316.59 -

With regard to amount reported by Acct: Marked A. as due the Guardian, John W. Ames, your Commissioner is convinced that the previous accounts, upon which this is based, are correct, and the balance

as reported to be just and proper: That the investments made by the guardian, Ames, were made by authority of the Court having cognizance of his accounts, and as a measure of caution: That if such investment had been made without such authority, yet if made in good faith and in the exercise of a sound discretion, in the interest of his ward, the guardian cannot in Equity be held responsible for depreciation or loss thus incurred. In the case now before your Commissioner he has failed to detect any evidences of mala fides, or a want of that propriety, or sound discretion which the law contemplates when it proposes to hold a fiduciary responsible for investments made by them with trust funds. As a large part of the money received by Ames was in Confederate Treasury notes, the rule in Granberry vs: Granberry 2. Wash. Repts. will clearly apply.

Your Commissioner is of the opinion that the Guardian Ames, should not be held liable now to pay the outstanding debts contracted by his ward, or to repay to the Complainants the Money Expended by S. Edwin Wright in paying any of such debts. The evidence clearly shows that the guardian Ames was a long time without funds to pay the debts contracted by his ward, and when the first instalment of funds was received from A. L. Fynes, Admr. of the Estate of his ward's father, and who had been acting as quasi guardian of said Ward, that he reserved a large portion of the amount received - nearly one half, and more than the income of his ward, to pay outstanding debts; and

with a reasonable and proper caution in such times, sought an investment for the remainder. Your Commissioner is unable to find the law, or see the justice, which would require a guardian to pay out of the principal of his ward's Estate, a large amount of debts contracted by said ward without his privity or assent: and it seems to be equally unjust to hold him now individually liable to pay such debts, when the Estate has become depreciated through no mala fides - no gross negligence of his. The facts in evidence, as well as the law applicable, exculpate the Guardian, Ames, from all blame or pecuniary responsibility growing out of the results of his acts done in good faith, with "that care and skill ... which prudent men exercise in the Conduct of their own affairs"

The Commissioner further reports that after the completion of the said Accounts, he retained the same in his office for ten days, during which time no Exceptions were filed thereto, and now the said accounts, with the evidence relating thereto, ~~xxxx~~ and the decree and notice aforesaid are herewith returned.

Given under my hand as Commissioner aforesaid, the day and year aforesaid.

W. L. Riddick
Commissioner.

Commissioner's fee $50-

1 1

Wright & wife

vs: Z Com. Rept. &c.

Jno. W. Ames, late Gov. &c

Sals.

1868. Septr: 8th: File 5.
CK:

Wright trip to
N. O. Nov
Amy Pearson &c

The Plaintiffs do not claim that the defendant Amy Pearson of Sallie J. Powell, now Sallie J. Wright, ought to be required to account, and be held responsible for his investments in Confederate Bonds, the one of $2,000 and the other of $1,500, although they do not admit the propriety and sufficiency of those investments when made, but they do claim and insist that the Defendant Amy is responsible for, and ought to be compelled to pay the amount of the

outstanding debts reported by the Commissioner, which were known to him and the payment of which was demanded of him, particularly the debts to M. A Botts, and to Beamon, the funds in my and to which, on determination of the debts, fell on the Commissioners report.

It is ordered that the order of Court, authorizing Amy as guardian to invest in Confederate Bonds, under which he is now claiming protection, expressly directed him to invest the purchase of his ward funds in that way - In other words after paying the just debts, he was to make the investment of the residue. The testimony shows that the debts to Botts and Beamon were well known to the guardian, and that the parties were accessible to him, and that the funds which he invested, were received by him, with a knowledge that these debts were outstanding. The plaintiffs claim that as surety, Amy is liable to them for the amount of these two debts.

It does not appear sufficiently upon the testimony of Amy himself, that the bonds (Confed) which he in fact bought expressly for this ward (the female plaintiff), but it is apparent that he did not comply with

the order of Court made at his
his former, and was relied
on by him, to protect him
from liability for the
sums so invested.

It also appears from the re-
-cord, that in the Event of
there being any thing expended for
his said ward of £3,300 and
but by bond with sureties £3,700
making together £6,000 and
Constituting the whole of
her personal estate,
It will not do therefore for
the said grandson to
seek to avoid liability
for the debts to Butler and
Brown as above referred to,
on the ground that he had
the right to judge of
the propriety of loaning
them, and to obtain

Wright &c
re Notice of
Appeal

Plff Counsel

whether his said Ward had
expended her money, because
he himself has expended both
principal and interest, in
his defence made for the
Ward.

The Plaintiffs therefore ask
for a decree against the
said Guardian for the
amount of the said outstanding
debt, which is due from
the plaintiff J. E. Wright since
his majority, and the [redacted]
Costs.

R H Batemen
for the Plaintiffs

Dr: Sallie J. Powell, orphan of Jackson Powell decd
In account with John W. Ames, guardian. Cr:

1862 April	1	To Balance due guardian on last rect			$ 75	51
	19	" paid Dr. R. H. Beamon's med. bill, pr. rect.			7	00
	30	" W. P. Stewart per rect.			38	00
May	9	" Mrs. E. Anderson "			12	30
		" Cash advanced to ward in Suffolk			20	00
		" " do by order on N. L. Tynes			500	00
July	5	By amo: of N. L. Tynes, admr. of ward's father, on part of balance due by him on settlement of said estate, recorded (including above order)			"	" 3000 00
Jany: 1863	1	By hire of Matilda for 1862			"	" 30 00
		" " " Ned do			"	" 80 00
		" Interest on 8 per cent Confederate States Bond (invested 27th Feb: 1863) to 1st Jan: 1863			"	" 79 87
Feb	18	By rent of old house in Chuckatuck 1861 & 2			"	" 24 00
		" 4 mos hire of Hester from 15th Sept 1861 to 15th Jany: 1862			"	" 13 33
		To paid Mrs: J. C. Godwin, board of ward for 1 year to this date		150 00	"	"
April	1	" one years interest on $75.51 above		4 53	"	"
		" 5 per cent Com[s] on $3227.20		161 36	"	"
		" Balance due the ward		2258 30	"	"
				$3227 20	$3227	20
1863 April	1	By Balance due ward brot: on			"	" $2258 30
May	10	To Cash advanced to ward pr rect.		$ 13 00	"	"
	15	" paid Jos. S. Gray, for carrying negroes Hester & Child & girl Rebecca to Petersburg, pr. rect.		100 00		
June	13	" paid to ward per rect:		50 00		
	15	" " Mrs: J. C. Godwin, board from 15th Feb: to 26th April 1863		47 00		
		Carried on		$ 260 00	$2258	30

1863 June	15	Amts: brought on		℔260 00	℔2258 30
July	10	To paid to Ward per rect:		50 00	
	18	" " do do		50 00	
	23	" " do do		70 00	
		" " Mrs: Bennett's bill		20 00	
		" " H. D. Holladay per rect:		25 00	
Sep	2	" " to ward per rect		50 00	
		" " F. D Holladay "		450 00	
	12	" " Ward per rect:		25 00	
Oct	7	" " Dr: Vail Medl bill "		31 00	
		By hire of Rebecca from June 1st: 1863 to June 1st: 1864		" "	10 00
	24	To Cash invested in Confederate States "Cotton Bond"		1500 00	
1864 Feb	8	By hire of old Betsey for 1862		" "	10 00
Mar:	28	To Cash paid ward per rect:		120 00	
"	"	" do do do		100 00	
		By order on W. F. B. Manning for rent of land		"	100 00
April	1	To paid J. E. Wright husband of the ward, per rect		34 55	
		By one years int: on ℔2258: 30		" "	135 49
		To 5 per cent Comm: on ℔2558 49		12 77	" "
		" reserved to pay Clerks fees		2 50	" "
		" do " Comm's "		5 00	" "
		By balance due guardian		" "	292 03
				℔2805 82	℔2805 82
1864 April	1	To Balance due guardian in Confederate money, now worthless		℔292 03	
1865 Sept	22	To interest on same from 1st: April 1864 to date		22 81	
		Total Amo:		℔324 84	

Commissioner's Office
Suffolk Va: April 24th: 1866

To Nansemond County Court:

Your Commissioner reports to Court that John W. Ames, lately the Guardian of Sallie J. Powell, has exhibited before him a Statement of all moneys received by the said guardian or with which he had chargeable or had disbursed, during the periods embraced in the foregoing account, together with the vouchers in support of the disbursements. That he finds a balance of ℔324:84 to be due by the said ward to the said guardian on the 22d: day of September 1866, with interest thereon from that day. That the said account is supported by satisfactory vouchers and that the said guardian has given such bond as the law requires. That the said Balance being exclusively in Confederate money, the Commr: reports that there is substantially nothing due.

That the said Guardian was embraced in the list of Fiduciaries posted up at the Front Door of the Court House of Nansemond County, on the first day of March Court last, and now on this day, (ten days having elapsed since the same was thus posted up) the foregoing account is made up and completed.

Given under my hand as Commissioner aforesaid, the day and year first aforesaid.

5¢ U.S.I. Rev Stamp

John R. Kilby.
Commissioner

At a Monthly Court held for Nansemond County, the 9th: day of July 1866. This Account of John W. Ames, guardian of Sallie J. Powell, which was filed in the Clerk's Office of this Court, on the 21st: day of May 1866, by John R. Kilby, Commissioner, was this day examined by the Court, and no exceptions having been filed thereto, and no errors appearing on the face thereof, is confirmed by the Court, and ordered to be recorded.

Teste
Peter B. Prentis. Clerk

A Copy:
Teste,
Peter B. Prentis. Clerk

Xmd.

Sallie J. Powell, orphan

with E Copy final account

John W. Ames, gdn:

Exhibit "A"

Wright Wife

v

Jno. W. Ames Sr

This cause came on this day to be again heard on the papers formerly read and on the report of Comr. Riddick made pursuant to the decree of the 15th day of October 1867 ~~to which report there is no exception~~ on exception to the same and was argued by Counsel. On Consideration whereof the Court doth overrule said exception & doth confirm the said Report & doth adjudge, order & decree that ~~the plaintiff pay the costs of this Court (both plaintiffs and defendants)~~ each party pay their own costs and that the cause be removed from the Docket.

Wright &c.

v.

Asney &c.

1868

Act. Court, Decree

To be entered

Rich. H. Baker

Ent'd

Wyatt & wife

vs. 1st Decree

Ames and others

On the motion of the plaintiffs, and by consent of parties, this cause is directed to be placed upon the docket, and leave is given to file their answers; and thereupon, by like consent of parties, the said cause came on this day to be heard upon the bill of the complainants, and the Exhibits filed therewith, and was argued by Counsel; On consideration whereof, the Court by the consent of parties, doth adjudge order and decree that one of the Commissioners of this Court, do take the following accounts viz.

1. An account of the transactions of Jno N. Ames as Guardian of Sallie J Wright, formerly Sallie J. Powell, in taking which account ※
2. An account of all the estate which came into the hands of said Ames as such guardian, stating the said & making to him

※ The accounts between Plaintiffs & Wm Gardner & wife are not to be taken as here in case Connor vs Connor to be considered & adjusted.

3. An account of all debts which
due and owing from the said Sallie
I. Powell, which were contracted by
a feme sole, prior to her marriage
4 An account of any debts which
have been paid by the Complainant
J. Edwin Wright for the said Sallie
Xxxxx Xxxx which were con
tracted prior to their marriage

Which accounts the said Commissioner
is directed to state settle and to
the Court report, to gether with any
matter specially stated, deemed
pertinent by himself, or which
may be required by either party
to be so stated.

Wright & wife

M. [illegible] Deeds

Abbs Tax

Oct. 14 67

Taken to hand.

R. N. Baker

Entered.

We consent to the

same

Baker p. s.

Kelly p. s.

To the Hon: R. N. Baker, judge of the Circuit Court of Nansemond County —

The answer of John W. Ames (late guardian of Sallie J. Wright), to a Bill in Chancery exhibited against him and others in said Court by J. Edwin Wright and Sallie J. his wife —

This Respondent saving and reserving to himself all just exceptions to said Bill, for answer thereto says —

That it is true that the said Sallie J. Wright was Sallie J. Powell and the only heir and distributee of Jackson Powell dec'd: That Henry L. Eyre was the personal representative of said Jackson Powell, and that your Respondent became the guardian of said Sallie J. as stated in the Bill.

Your Respondent denies that he has in any manner acted otherwise than as right, judicious and proper as such guardian, and positively avers that he used every care and caution he could to protect and advance the interests of his said ward, and that his acts as such guardian were of the most prudent and careful character —

Your Respondent protests against being charged with any loss on account of the investments of $1200 and $1500 as stated

in said bill —

Your Respondent in explanation of his transaction says, That the said Henry L. Lyne, who was the Representative of Jackson Ponce dec'd, the father of said Sallie J, on 26th July 1862, paid over to this Respondent the sum of $200. for his said ward in Bank notes, then with no more than Confederate States Treasury notes — This was about 2½ months only before the United States Army occupied Natchez — That he obtained Eight hundred dollars which he supposed would pay all his ward and for he did not positively know how much she owed as the most of her debts were made by herself in a few days)

That the remainder he at once invested in Confederate States 8 per cent Bond for $1200, & which is filed herewith —

That on 5. July 1862 only a few days before the United States Army occupied Natchez and County, the said Henry L. Lyne, as such aforesd. paid your Respondent as guardian aforesaid $300, in Confederate State Treasury notes, which your Respondent received in good faith as the Currency of the Government which claimed his allegiance and whose money it was considered disloyal to refuse & which the Law of the Land authorized him to

receive — That your Respondent had to flee from his home and went into the Confederate lines, and he says that in a few days after the reception of said Three thousand dollars, he invested $2000 of it in 6 per cent bonds of the Confederate States, of that class in which the Government aforesaid would pay on demand. and paid his said $800, & the remainder consumed in Comm & charges. This he did because he could not use it in paying any more of the expenses of the war, while he was in the Federal lines & your Respondent outside

That about March 1863, while your respondent was a Refugee from his home and with little or no means, his said Sallie, came out of the lines of the United States army, & came to your Respondent, she having no money, and absolutely compelled to have money to live on and buy clothes, pay some bills, due for necessaries — Under these circumstances your Respondent collected the said $2000, which he had invested in 6 per cent Bonds of the Confederate States, as aforesaid, in order to get money for the above purpose — That he did not (as charged) use one dollar of said money for any private purpose but deposited it in Bank in Richmond, and drew out about $1000. to pay his said bills, and after paying all his Bills so far as he

could have accepted, he invested $1500. in a "Cotton Bond" of said Confederate States, then considered the best of Investments — which Bond yor Respondent has paid over to said ward. That during the periods these funds were in Bank he received no Interest whatever, tho. he was paying Interest thereon.

Yor Respondent further says, that so careful was he to do nothing which might in any degree have the appearance of using his ward's money for his private purposes, that he refused to pay a debt he owed which the creditor desired him to pay out of it, and tho. advised by a friend to speculate with the money, he refused to do so, because it was his ward's money.

Yor Respondent says, That he was authorized by order of Nansemond County Court to invest his said ward's money as he did; (he can furnish no copy of said order as the records of the Court have been burnt, but which the Clerk can prove) — But whether the authority of the County Court was sufficient or not, yet he claims that by Law he was authorized to make such investments without any such order — The Law requires interest to be charged on any Balance in a Guardian's hands which ought to be loaned out, and

hence the guardian's duty to lend out or invest—

Wm Respondent is advised and says that a Court of Equity will sanction that which has been done fairly, if it would have originally directed it to be done, and this Court knows that the said authorized such Investments to be made and would have been made in this case if an application had been made to the Judge of this Court.

Wm Respondent denies that any Investment of said funds had been made in the hands of said Tyree as stated—on the contrary the said Tyree as the Representative of Jackson Pruett dec'd, was urging the payment over of said funds to Wm Respondent as such guardian, & hence it is not true that this Respondent disturbed any investment then already made.

Wm Respondent further says That the said had contracted the most of the debts due by her, of her own accord, and not by any direction of Wm Respondent, but that he paid off accounts as he could have accomplished or knew of, so far he recollects, and if there are any Bills now due they were not contracted by Wm Respondent as the guardian of said Sallie J. but were contracted by her, and if yet due it is not.

the fault of this respondent.

Your Respondent further says that when the last Instalment was made in Stock of the Confederate States, to wit: on 24 Oct. 1863, your Respondent was about to return, and said Sallie J. had already returned within the lines of the United States Army, when such fund, could not be used, and he therefore invested the same as aforesaid, and that after getting home he expected to be able to get some rents from his real Estate to enable her to live and which he did and paid out every dollar for her expence, not having enough to pay his Commissions & Court charges, and which he has paid & lost— Your Respondent therefore denies that the said investment of $1500 as aforesaid was "manifestly injudicious", but an absolute necessity.

Your Respondent further says, that when he became the guardian of said Sallie J. her Lands had grown up in bushes, & untillable & that with the limited means at his command he had the same put in good order and delivered the same & her said husband in good Condition.

That he was a part of the Late war in the Military service of the said Confederate States, a part of the time a refugee from home & scarcely able to take care of himself,

and a part of the time in prison, and he thought that he had deserved commendation for his care and management, rather than a suit, which seeks, substantially to hold your Respondent, responsible, not for his acts, but for the results of the late war. This he has full confidence that no Court whose guide is "Equity" will allow.

Finally, Your Respondent says, says that he has been guilty of no negligence, no fraud, no carelessness & no mismanagement, as charged in aforesaid, and prays to be hence dismissed &c

Jno. W. Ames.

Sangamon County to wit.

This day Jno. W. Ames personally came before me and made oath that the foregoing answer contains the truth to the best of his Knowledge and belief.

Given under my hand 23rd Dec 1867

John R. Kelly

Notary Public

Wright Suits

vs

Ames Sal.

Answer of

Jno. W. Ames

To the Honorable Richard H. Baker, judge of the circuit Court for the County of Ransom and, humbly complaining, sheweth unto your honor,

That Edwin Wright and Sallie J his wife, that your said orator and oratrix were married in the County of Ransom and on the day of 1864: that the said Sallie J. was the daughter, and only heir at law and distributee, of Lucky or Pascal Powell, who had died some few years anterior to her said marriage, having a large estate in real and personal property, and slaves, and that Henry L. Ivey became the personal representative of the said Powell, and administered his estate, which after the payment of all his debts, left a large balance due to your said oratrix: That John W. Amis qualified, on the 12th day of October 1860, before the County Court of Ransom and County, as the guardian of your said oratrix, and gave bond as such guardian in the penalty of $ with, John Amis, Levi D. Amis, and Wm F. Wright as his securities, and thereupon re-=ceived, and took into his possession

his property and estate; that the said John Ames has since departed this life, having first made and published his last will and testament, by which he appointed the said Jno. R. Ames, Levi D. Ames, and Richard B. Ames his Executors, who have duly qualified as such; and that the said Wm. F. Wright has also died, having a will, by which Wm F. Wright was appointed his Executor, who has also duly qualified as such.

Your orator and orators further state and show unto Your honor, that the said Jno R. Ames, on the day of July 1866, stated and settled an account, as guardian as aforesaid, a copy of which Marked "A." is hereto filed, by which he brings his said ward, Your orator, in debt to him in the sum of $324.84, and in which Your orator is charged with an investment of $1,500 in Confederate bonds; and in his previous account, which they have now seen, they are advised that Your orator is charged with a similar investment, amounting to $1200.- Your orator and orators charge, that the said account is grossly inaccurate, improper, and unjust, in many particulars, and ought to be reformed and corrected, and the said investment disallowed, for reasons hereinafter stated.- That the said Jno R. Ames, has, or ought, in the due discharge of his trust, to have received a large amount of money and property, and that there is, or ought to be, upon a proper settlement of his accounts, to be a large balance due to his said ward.

Your orator and orators are advised, that the said Jno R. Ames claims to be justified in the making of the said investments, in Confederate bonds, by the allegation, that the County Court of Nansemond County, some time in the year 1862, made an order at his motion, authorizing such investment to be made, but Your orator and orators are advised, & therefore charge, that such order if made, (which they do not admit) did not, and could not, authorize and justify the said investments so made, because the said County Court, under the law, had no power to make such order, because the said order did not, and

Could not, and ought not, and justly, the collection by the said Guardian, of money already well and securely invested, in the hands of the said A. L. Tyng, and the investment thereof in Confederate Securities: because such order, if made, only authorized the said Guardian, to invest in such securities, the surplus funds of his said Ward, after paying all debts due by or from her, which he did not do, and some of which have been since paid by your orator, and some are still unpaid, and that are now known to the said Guardian to be due and owing and unpaid; Because the last of said investments was made at a time when the impropriety of so doing and the risk and danger thereof, was apparent, long after the money was received, and long after the alleged authority to invest them was obtained, and under circumstances which should exclude the said Guardian from the benefit of any credit therefor:

For which and other reasons, your orator avers and charges, that the said accounts are unjust and erroneous, and should be reformed, corrected, and re-stated:

Your Orator and oratrix allege, that the said Jno W. Lewis, did not pay the debts due and owing from the said Nellie J. Your Oratrix; his ward, although they were known to him to exist; that some of the said debts are still unpaid, and that your orator has been obliged himself to pay others. Your Orator and oratrix are advised and therefore state, that the said Lewis was repeatedly called upon in 1862 or thereabouts, to pay debts, when he had a bond and funds for that purpose, and declined or refused to do so, and that his last investment in Confederate bonds of $1500, was made, long after the money was received by him, after long use of the same for his own purposes, and at a time when the investment was manifestly injudicious, your said Oratrix being then inside of the federal lines.

In tender consideration whereof, and for as much as your Orator and Oratrix are without remedy in the premises, save by the intervention of a Court of Chancery, where matters of this sort are peculiarly cognizable, and alone relievable, to the end therefore, they pray that John W.

Amey late Guardian of the said Sallie J. Wright, and the said Jno. W. Ames, Levi D. Amey, and Richard B. Ames Executors of John Ames deceased, and the said Levi D. Ames in his own right, and Wm J. Wright Executor of Wm F. Wright deceased, may be made parties defendant to this bill and required to answer upon Oath to make, to all and singular the allegations hereof; that the said Jno W. Ames may be required to file with his answer, an inventory of all the property that came to his hands, as such guardian, and an account of all his transactions as such; that all necessary and proper accounts may be directed to be taken by a Commissioner of the said Court, and all other relief, both general and special, granted in the premises, which the nature of the case requires, and Equity and good Conscience demand.

May a summons issue and your Orator and orators will ever pray &c

R H Baker for Cs.

Sworn to before me by S. Erwin Wright this 7th day of October 1867.

Peter B. Prentiss. Clerk.

Wright & wife

N. Bill

Amos & ads.

Baker

by

Wright—dec

vs } Chy: Rules

Amed. bate of Rs: h

1867. Sobtr: 17th Summ. in Chy: issd

" Octo: 7th Bill & exhibits filed — Conditional decree in d'lts:

" " 15th: Ordered to be placed on the Docket by Consent

& decree for Accon:

1868. Sepbr: 8th Report filed

" Octo: 12th Decree (final)

Chy: Notes