McCandlish

vs

Warburton &c

Filed June the 10th 1853.

Virginia.

At a Circuit Court continued by adjournment and held for the City of Williamsburg and County of James City, at the Courthouse in the said City, on Thursday the thirteenth day of May in the year one thousand eight hundred and fifty two.

Robert McCandlish - Plt.

against

Mary E. Warburton, Robert Warburton, Thomas D. Harris and William L. Spencer . . Defts:

This cause came on this day to be again heard on the papers formerly read, together with the report of sales made by William L. Spencer a Commissioner appointed to make sales under former decrees of this Court, and was argued by Counsel; On consideration whereof, the Court not now confirming the said report, but deeming them open to be settled on the exceptions already filed to the report of the first sale, doth adjudge, order and decree that an account be taken before one of the Commissioners of this Court, of the debts due to the defendants Robert Warburton and Thomas D. Harris, and of the personal debts of Robert McCandlish, and all other Creditors of Mary E. Warburton, and for this purpose, he is to give notice to be put up at the Courthouse door of the County of James City, on two successive Court days, fixing on a peremptory day, for the Creditors of Mary E. Warburton to exhibit and prove their claims before the Commissioner and on their failure to do so, that they be excluded from all benefit of this decree, and in taking this account, any of the parties may be examined in solemn form before the Commissioner, touching the said accounts, which accounts the Commissioner is to examine, state and settle and to the Court report with any matter specially stated deemed pertinent by himself or which may be required by the parties to be so stated.

A Copy. Teste,

Th: O. Cogbill C.

Commissioner's Office
Wmsburg June 14th 1852

The Parties and Persons interested in the above named cause are hereby notified that I have fixed on Monday the 26th day of July 1852 for taking the account and receiving proof of the debts in said decree mentioned: On which day they are hereby notified to attend at my Office in the said City, at 10 O'Clock A. M. where I shall be prepared to proceed with the performance of my duties under said decree. Unless the Creditors of the within named Mary E. Warburton shall, on, or before the day last mentioned come in & produce their claims before me, they will be barred the benefit of the decree rendered in this cause.

Wm M. Moody M.C.

We acknowledge service of the within decree and Commissioners Notice.

Wm Sandlish

Thos D Harris

Robt Warburton for
Co. L. Spences

my self and my mother. Mary E. Warburton

McCandlish

vs

Copy Decree.

Warburton.

Statement of Debts outstanding against Mary E. Warburton.

Debts due Robert Warburton.

No 1 – Bond of Robert Warburton & Thomas D. Harris to Billy Taylor due 1. Janv: 1851, for the hire of a negro – hired by Mary E. Warburton and whose services she received	$40:00	
Interest to 12th May 1851	87	$ 40:87
No 2 – Bond of Mary E. Warburton & Robert Warburton (security) to Slater & Marston, due 1. Feb: 1851	$320:81	
Interest to 12th May 1851	5:27	$ 326:08
No 3 – Bond of Mary E. Warburton & Ro: Warburton (security) to Wm. M. Jones due 1. April 1851	$82:14	
Interest to 12th May 1851	54	$ 82:68
No 4 – Bond of Mary E. Warburton & Ro: Warburton (security) to Ed: M. Gilliam	$47:37	
Interest to 12th May 1851	23	$ 47:60
No 5 – Mary E. Warburton – open acct. to Ro: Warburton	$65:50	
No 6 – Debt of Mary E. Warburton to Wm. H. Barnes for hire of negro in 1849 – for which Ro: Warburton's bond is held by said Barnes	$24:00	
No 7 – Debt due Jno: H. Barlow on forthcoming bond of Mary E. Warburton & Ro: Warburton (Security)	$170:23	
Note these three last named claims bear Int. from 12th May 1851	$259:73	$ 259:73
No 8 – Bond of Mary E. Warburton & Ro: Warburton – Security to E. D. Taylor	$90:00	
No 9 – Bond of Mary E. Warburton & Ro: Warburton Security to E. D. Taylor	$55:00	
	$145:00	$ 145:00

These two last named claims bear interest from 1. Janv: 1852

$ 901:96

Statement of Debts outstanding against Mary E. Warburton.

Debts due Thomas D. Harris

No. 1 – Bond of Mary E. Warburton & Thos. D. Harris security, to E. D. Taylor due 1. Jany: 1850 .... $ 75:00
Interest to 11. June 1850 ..... 2:00
$ 77:00
Credit then paid by Mary E. Warburton 20:00
$ 57:00
Interest to 1. Jany: 1851 .... 1:90
$ 58:90
Credit then paid by Mary E. Warburton 25:00
$ 33:90
Interest to 12th May 1851 .... 0:76
$ 34:66 $ 34:66

No. 2 – Bond of Mary E. Warburton & Thos. D. Harris security, to Frances P. Taylor due 1. Jany: 1850 – $ 80:00
Interest to 12th May 1851 .... 6:60 $ 86:60

No. 3 – Bond of Mary E. Warburton & Thos. D. Harris security to Frances Taylor due 1. Jany: 1851 – $ 80:00
Cr. 2nd Jany: 1851 ..... 25:00
$ 65:00
Interest to 12th May 1851 .... 1:45 $ 66:45

No. 4 – Bond of Mary E. Warburton & Robert Warburton to E. D. Taylor due 1. Jany: 1851 – paid by Thos. D. Harris for Mary E. Warburton ..... $ 75:00
Interest to 12th May 1851 .... 1:62 $ 76:62

No. 5 – Bond of Mary E. Warburton & Thos. D. Harris security to Martha B. Saunders for Negro hire for 1848 .... $ 80:00
Interest to 12th May 1851 .... 11:40 $ 91:40

$ 355 73

Statement of Debts outstanding against Mary E. Warburton.—

Debt due Robert McCandlish.

Judgment in Circuit Court for the City of Williamsburg and County of James City — in favour of Robert McCandlish Assignee of Jacob C. Sheldon & John M. Maupin late (Merchants & Partners trading) under the firm & style of Sheldon & Maupin, against Mary E. Warburton $1038:91

Costs of suit 6:59 $1,045:50

With Interest on $1,038:91 from 1. July 1850.—

Debt due Robert Warburton — by Mary E. Warburton as his Guardian.—

1851.
May 12th — By Amount due this day as per settlement & Note . . . . . $ . . 135:30

Interest from 12th May 1851

Commissioner's Office
Wmsburg May 2nd 1853

McCandlish
vs
Warburton & al.

In obedience to a decree pronounced in this cause on the 13th day of May 1852 — Your Comr. issued his notice appointing the 26th day of July 1852 for carrying the same into effect — On which day the plaintiff Robert McCandlish appeared before your Comr. along with Wm. S. Pachy his Atto. — and the defendants Thomas D. Harris and Robert Warburton also appeared with Samuel I. Bowden & Cyrus A. Branch their Attos. — The various Vouchers and documents exhibited by the Parties were examined by your Comr. — Subpoenas issued at the instance of the plaintiff — and the case regularly adjourned at the request of the parties from time to time to enable them to take depositions — The defendants took

the deposition of John W. Edloe on the 30th day of July 1852, and on the 11th of September of the same year, the plaintiff re-examined him. — The Pltf. took the deposition of Mary E. Warburton — and commenced taking the deposition of Robert Warburton, but never proceeded to the completion of this last-named — All which depositions are returned with this report by request of Counsel — The result of your Comrs. investigations will be seen in the following statement — showing that the defendant Mary E. Warburton is indebted to the defendant Robert Warburton in the sum of $901:96 — with legal interest on $756:96 part thereof from the 12th day of May 1851 — and on $145:00 the remainder thereof from the first day of Jany: 1852, until paid. — That she is also indebted to the defendant — to the defendant Thomas D. Harris in the sum of $355:93 with legal interest thereon from the 12th day of May 1851, until paid — And to the Plaintiff, Robert McCandlish in the sum of $1045:50, with legal interest on $1038:91 part thereof from 1. day of July 1850 until paid. — And that the said Mary E. Warburton is also indebted to said Robert Warburton on her account of her Guardianship the sum of $135:30 with legal interest thereon from 12th day of May 1851 until paid. —

All which is respectfully submitted to the Court.

Wm. M. Moody, M.C.

Comrs. fee — Time employed in taking depositions and making report &c. for Pltf. 22 hours @ 75¢ per hour	$16:50
Four Subpoenas @ 18¢ —	72
	$17:22
Comrs. fee — Time employed in taking Testimony & reporting statement of claims of Defts: Harris & Warburton 12 hours @ 75¢ per hour and charged to Defts: Harris & Warburton	$9:00

City of Williamsburg to wit:

This day William M. Moody came before me, and made oath that the time above charged for to the Pltf. and Defts: in this suit is correct.

Given under my hand this 9th day of June 1853.

P. J. Powell J.P.

The deposition of John W. Edler taken before C. F. Moody to be read as evidence in the matter of account now before him in the suit of Robert McCandlish against Mary E. Warburton & al. depending in the Circuit Court of James City county, and City of Williamsburg, taken on the 30th day of July 1852 —

Deponent being first duly sworn deposeth and saith —

Question by L. J. Bowden, Counsel for Ro. Warburton & Thos. D. Harris

Will you look at the paper executed by Robert Warburton & Thos D. Harris to Billy Taylor, for the payment of Forty Dollars, on or before the 1st day of January 1851, & say in whose possession and under whose control, during the year 1850, was the negro boy mentioned in the receipt endorsed on said paper? Be good enough to state every thing within your knowledge touching the hiring of said boy in the year 1850 —

Answer — I know that the negro boy Robert for whose hire the bond was given mentioned in this question, was in the service of Mrs Mary E. Warburton during the whole of the year 1850, he was hired out by one Wm Taylor who professed to act as his Guardian & Protector, and directly after he went into the possession of Mrs Warburton, that is in the first of the year 1850, I heard Robert Warburton say that he had hired the boy Robert for Mrs Warburton, and that said Taylor refused to part with the boy till the terms of the hiring viz: bond with security should be complied with, and he Ro: Warburton fearing that the boy would be hired to some one else, before he could see his mother and get her to execute a bond, gave his own bond for the hire with Thomas D. Harris as his security, and I am satisfied this is so, for I know that the negro remained in the service of Mrs Warburton the whole of said year —

2 Question by same — Has Mrs Warburton been the sole manager of her own affairs, or has she employed any agent to attend to her business generally? If she has employed any such agent or agents, be pleased to state his or their names, and the subjects to which such agency extended?

said bond was settled?

Answer — That Bond was given for hire of Anderson — that said negro ran away and that I requested my son Ro: Warburton to see Mr Barnes from whom he was

hired and requested him to try and get him to take him back and in the event of his not doing so, he was to hire him out to some one, but in no event to bring him home again – but Mr. Barns agreed to take him back if I would pay for the time I had him, which he did do, and paid for me the sum of $24 for the time he was in my employment.

5 Will you look at the statement "H" now presented to you filed with the answer of Thomas D. Harris in this suit and say whether or not it be accurate in all its items? If there be any error therein be pleased to point it out.

Answer – I have examined the statement H. and find it to be correct.

The plff. & defendt being present, reserving all questions as to competency or credit of the witness proceed to examine the said witness

Questn 1 by the plff. You say paper W is correct, and that it shows the true amount due by you to your son say $900.73 – Since you say, did not your son, during that time, whilst those passports were made for you, receive any money of yours, or any property of yours, to enable him to pay said debts?

Answer – He did not receive any money of mine or property of mine to pay off the said debts referred to in the paper W. – or any part thereof. –

Questn 2nd by the same – When did your son come of age, has he lived with you since that time?

Ans. He became of age September 1850 – He has lived in the house with me since that time. –

Questn by same 3rd did he board with you, before he came of age, and since that time, or did you board with him, since he came of age 3 Ans. – He boarded with me before he was of age and charged him with board as my Guardian accounts will show, and since he was of age, I have not charged him with board.

Questn 4th by the same. Did he follow any business on his own account, before or after he came of age, if he did, state

J. J. Powell J.C.

business did he follow? — Ans^r. I think one or two years before he was of age, he cut wood on his own book — Since that time he ~~farming — purchased the farm that was in~~ has been farming on the land where we now reside. one half of which was his by inheritance & the other half of which he purchased of Col. McCandlish who had bought it under a decree in this suit. he has also been cutting some wood since he became of age.

Quest^n 5 of the same. Did the three part of the said Lane Colony boys?

Answer — Yes.

Quest^n 6th of the same. Did he hire any hands for his own use to cut wood before or after he came of age, if he did state the number he hired, from whom, their name as well as you can state, and the prices he paid for them?

Ans^r. Yes, he hired hands both before and after he was of age to cut wood but I don't recollect the names of any of them, but one man by the name of Abraham of old Mr Peirce before he was of age, but the price I don't recollect — Since he was of age he hired a man named Cary of Mr F. Taylor — he hired — boys named Lewis Jim & Champion a man these are all I can now recollect, I cannot recollect the prices, but I think the boy he hired of Mr Smith he gave $50. for.

Quest^n 7th of the same. Did he hire any negroes in 1850, that is year before last, if so state their names?

Ans^r. I don't recollect particularly, but I think they were some of the same mentioned in the last Answer.

Quest^n 8th of the same — Did you carry on the wood business on your own account, if you did, when did you commence it? Ans^r. I carried on the wood cutting for the last twenty years off and on — some years using more hands than at other times — and for the last 7 years, I have carried it on more extensively than at any previous time.

Quest^n 9th of the same — Did you & your son ever carry on the wood business in partnership, if you did state the year or years, and the number of hands employed?

Answer – Never Sir, in the smallest manner.

Questn 10th by the same. Did your hands and the hands of your son cut wood at different points of the estate, or did they cut together at the same point?

Ans.r – I think the year he hired Abraham he cut on the same side of the plantation since that time I cannot speak positively.

Questn 11th by the same. Did you then ship your wood together, or did you then ship separately?

Ans.r. We shipped seperately and both of us sold seperately.

Questn 12th by the same. Who was your agent for the sale of your wood?

Ans.r – Sometimes Ro. Sometimes Thos L. Harris and sometimes I sold it myself, I had no particular agent.

Questn 13th by the same. When your son, or Mr Harris sold your wood as your agent, did they receive your money & pay it over to you, or did they pay your debts with it, by your request – State what was your general course of business in this particular?

Answer – They paid it to me – and I used it just as I pleased.

Questn 14th by the same. Did not your son have the aid of your hands, sometimes, in cutting & delivering your wood?

Ans.r. I don't recollect that he did, but if he did he paid me for them.

Questn 15th by the same, do you remember any mules you owned in the last few years, if so have any one or more of them been sold, if so to whom, and for what price?

Ans.r. I had a pair of Mules the first of last year – I sold one of them to Mr Wm L. Spencer and one to my Son Robert – the one to Mr Spencer sold for $70 – the one sold my Son, I sold for $80 as well as I now recollect.

J. J. Jowell J.C.

Quest 16th by the same. Were not the mules sold expressly to pay a forthcoming bond debt due to Mr A Barlow?

Answ. I offered the note of Mr Spencer's to Mr Barlow to pay his debt, but he refused to take it, and I sent for the money ~~[illegible]~~ from Mr Spencer & received it except a little offset which he had against me.

Quest 17th by the same. What became of the $80. due by your son for the mule he purchased, was not that applied to the debt of Mr A. Barlow?

Answ. I don't recollect what I done with it. I can't recollect what I do with each particular sum I receive. I think this a very ~~impertinent~~ impudent question to ask what I do with ~~any~~ that money, because it implies that I had not done what I ought to have done with it.

Quest 18th by the same. In point of fact, who did pay the debt due to Mr A Barlow, you or your son?

Ans. Robert Warberton my Son paid it.

Quest by the same. Did you furnish him with the whole or any part of the means to pay the same?

Answ. Of course as I have just said he paid it, that he paid it with his own means.

Quest 19th by the same. Do you know who he paid it to, did he pay to the Sheriff, or to Mr Barlow?

Answ. I do not know who he paid it to, I suppose to the Sheriff.

Quest 20th by the same. Did your son in fact pay you in cash $80 for the mule you sold him, when the Sty had an execution against you for the property?

Ans. Yes, he paid me the money.

Quest by the same 21st. And when he paid you that money as I understand, you cannot say, that you sent it by him to Mr Barlow towards his debt?

Ans. I cannot say that I sent it by him, for I did not.

Quest 22 by same. I see an acct for £65.50 due by you to your son for money lent, Oct Day & cash paid Allen Davis, had you no account against him, for any demand of any sort ~~against him~~ during the long time?

Ans. I had no account against him that I recollect of.

Quest 23 by the same. did you directly or indirectly furnish any means to your son to pay the debts mentioned in paper W, and did he settle them so far as you know, with his own means?

Ans. That paper is correct & he settled them with his own means.

24 Quest by same. Did Mr Mrs & Harris and yourself at any time cast any word in partnership?

Ans. No Sir.

25 Quest by same. I see sundry debts mentioned in paper H. paid by Mrs & Harris for you, did you state, whether he paid those sums with his own means, or did you in any way aid him to pay them?

Ans. He paid them with his own means and I did not aid in any manner to do so.

26 Quest by the same – If Mr Harris paid the debts mentioned in paper H, have you no discount or claim against him which may be a fair offset to them?

Ans. None in the world.

27 quest by the same. Have you any particular recollection of the last claim mentioned in paper H, paid to Mrs Saunders, a debt very recently paid, did you pay no part of that debt?

Answer.– I never paid any part of it.

The foregoing deposition of Mary E. Warburton was taken ~~before me~~ and sworn to according to law before me the Commissioner in Chancery for the Circuit Court for the City of Williamsburg and County of James City on this said 9th day of August 1852.

Wm. McMoody, M.C.

The deposition of
Mrs Mary E. Warburton

The deposition of Robert Warburton taken at the instance of Ro: M. Candlish before Com: Moody to be read as evidence in a matter of account now before him, in the suit of Robert McCandlish Plt. and Mary E. Warburton and a-- ano defts: now depending in the Circuit Court for the City of Williamsburg and County of James City on the 27th day of August 1852 - Deponent being first duly sworn deposeth & saith.

1st Interrogatory by Plt. Robert McCandlish - Will you state how, & in what manner the debt due John H. Barlow, on forthcoming bond by your mother, Mary E. Warburton, to which you were surety, was discharged; and whether she did not sell property for the purpose of paying that debt? If she sold any property state what property it was and to whom sold & for how much?

Answer - She sold no property and I paid that debt with my own money.

2 Inter: by same - Did or did not your mother sell a mule or a pair of mules shortly before the debt due Barlow was paid?

Answer - Yes, she did sell two mules

3 Inter: by same - State to whom these mules were sold - for what price and what was done with the money?

Answer - I bought one which I gave $80 for, and Mr. Wm. L. Spencer bought one which he gave $70 - I paid her the money for the one I bought and I do not know what she done with the money - I do not know what became of the sale of the one to Mr. Spencer. -

4 Inter: by same. At the time of the sale of these mules was there not an execution in favour of John H. Barlow in the hands of the Sheriff against the goods & chattels of your mother & yourself: And was not the said sale made to pay that execution?

Answer. Yes, at the time of the sale, there was an execution in the hands of the Sheriff in favour of said Barlow against my mother and myself - but these mules were not sold to pay that debt. -

5 Inter: by same. For what purpose were the mules sold?

Answer - I don't know - She sold them I suppose, because she chose to do so. -

6 Inter: by same. Did you pay her the money for your purchase in cash - if not in cash, how did you pay for them? State also as near as you can when you made the purchase?

Answer - I do not recollect the exact time I bought the mule, but I paid her for it, some three or four weeks after I made the purchase.

7 Inter: by same. Did you pay for the mule before or after the Execution in favour of Barlow was satisfied?

Answer – I do not recollect, whether I paid for it before or afterwards.

8th Interrogatory by same. Did you pay for the mule before or after the deed of trust from your mother to Wm. L. Spencer was Executed?

Answer. I paid for it afterwards –

9th Inter: by same. At the time of the payment did you not know that an Execution was in the hands of the sheriff in favour of Robert McCandlish assignee of Shelton & Maupin vs Your Mother.

Answer – Yes, I knew it –

10. Inter: by same. In what business was your mother Mary E. Warburton engaged at the time she made sale of these mules?

Answer – She was cutting Wood in the fore part of the year, and farming –

11. Inter: by same. State what team she had to carry on the wood cutting & farming?

Answer – She had that pair of Mules & one Yoke of Oxen.

12. Inter: by same. Please state whether you took any receipt or bill of sale from your mother for the mule purchased by you?

Answer – Yes, I took a bill of sale.

13 – Int. by the same. Please show it, or file it with the papers.

Ans. I have not got it with me.

14th Int. by same – Was there any witness to it?

Answer – I think there was, but I cannot say positively – I think John W. Edloe was the Witness –

The Pltfs. Counsel wishes the production of the said bill of sale – and at his request the further taking of this deposition is continued until, Friday the 3rd of September next. – The further examination of the deft. Robert Warburton continued to Saturday the 11th day of Septr. next.

Saturday the 11th September 1852, The deft. Robt. Warburton appeared and the Plt. Robert McCandlish by his counsel proceeded with the Examination.

15 Inter: by same. Will you now produce the bill of sale referred to in your answer to the last interrogatory?

Answer - I went home and searched all my papers and could not find it any where.

16th Interrogatory by same. State who settled the debt due John H. Barlow on the execution sued out of the circuit court for the city of Williamsburg & county of James city against your mother & when the same was paid to the shriff?

Answer - I settled it, I paid him $105 myself, and sent the balance by my Uncle Thomas D. Harris.

17th Inter: by same - When you paid the shriff Wm L. Hurley, the sum of $105.00, did you offer him the bond of any one for the balance, if yea, state whose bond it is was, to whom due & for what it was given?

Answer. No Sir, when I paid him the money I did not offer him any bond.

18th Inter by same. Did you not at the time you paid the said sum of $105.00 to the sheriff have in your possession the bond of Wm. L. Spencer to your mother for the mule sold him, and did any thing pass between Hurley & yourself in regard to it?

Answer - I never had the bond and nothing ever passed between him & myself in regard to the bond.

19th Inter: by same. Will you state who collected the bond due to your mother by Spencer, and how the money was applied?

Answer. She collected the money on the bond, and I do not know what she done with it.

20th Inter: by same. State how long you have resided with your mother since you arrived at age and how much you have paid her for board?

Answer. Answer I lived with her from the time I became of age, to the time of the sale of the land made by Mr. Spencer in this cause. - I was 21 years old the 20th of September 1850 - I paid her no board.

21 Inter: by same. State what you would consider a fair board for yourself per annum. If you kept a horse say who was at the expense of feeding &c. and what a fair charge for it?

Answer. I don't think I ought to have paid her any board as I attended to her business - I kept a horse and supported him myself.

22. Inter: by same. Were you engaged in any other business than that of attending to your mother's affairs, if yea, what business?

Answer. Yes, I was cutting wood myself and attending a small crop - I had hands of my own employed -

23. Inter: by same. Were you engaged in any business in the years 1848 - 49. If yea, state what business?

Answer - Yes, I was engaged in cutting wood in the year 1849 -

24 Inter: by same. Were you engaged in farming before 1850; and did you have oats for sale before that time?

Answer - That was the first year that I attended any crop - that is in 1850. I did not have any oats to sell previous to that time. -

25. Inter: by same - State whether you lent your mother while she was your guardian any money? If yea, please state when and what amounts?

Answer - Yes, I lent her some money, I lent her $20 as appears by an account filed this cause - I am not certain as to the time, but it was before I became of age - and a further sum of $17.50 as charged in the same account which was also before I was of age -

26th Interro: by same - Did your mother charge you any board while you were an infant resided with her?

Answer. Yes Sir, she did. -

The completion is adjourned over to the 27th of the present month, when this deposition will be resumed - Given under my hand this 24th day of August 1852

Wm H Moody M.C.

Deposition of Rob W Carpenter

2

Mfarlin vs Narbutha &c.

This cause came on this day to be again heard on the papers formerly read, together with the reports of sales made by Wm Spencer, and report of accounts by Wm Moody one of the Comrs of this Court, to which reports, exceptions were taken by the pltff, and was argued by Counsel. On consideration whereof, the Court overruling the exceptions filed to the report of sales by said Spencer, and confirming his said report, and not now ~~and~~ deciding on the exceptions to Wm Moodys report, but leaving them open ~~and the report of Wm. Moody~~, orth a order that Wm Spencer deliver up to Robert Mfarlin who is appointed a special Comr for the purpose, the Bonds remaining in his hands taken for the sales of property under ~~the~~ former decrees of this Court, that the said Mfarlin retain his own bond for his purchase, ~~part~~ part of his debt against Mary E Narbutha, that he proceed to collect the other bonds, out of which he is directed to pay to Robert Narbutha the ~~balance~~ amt of the claims due him as stated in the deed of Trust filed with the bill, except ninety dollars which is reserved for future decision, in making which payment, he is to be charged with what Wm Spencer has before paid him, and to Thos D Harris ~~the balance~~ amt due him by the said deed of Trust, after deducting what Wm Spencer has before paid him after payment of the claims mentioned above out of the surplus of the trust fund if enough there be, and if not enough ~~out of the funds~~ ~~so to be collected~~ the costs of this suit, and that Robt M Candlish pay the balance, and that he Robert his proceeds over to this Court in order to a final decree. And the Ct orth further a order, that the said Wm Spencer execute & deliver to said Robert Mfarlin a deed for the interest of Mary E Narbutha in the land in his report mentioned, with special warranty - But before the said Mfarlin shall be at liberty to collect the said Bonds so ordered to be paid over to him, he shall enter into Bond with approved security in the penalty of $2000 — conditioned well & truly to perform his duty under this decree. And leave is given the pltff to amend his Bill & to make new parties.

McCandlish
vs &c Deed
Warburton &c
June 1853

we agree to this
R McCandlish
C A Branch

'53 June 27
To be entered
J B C

Virginia.

At a Circuit Court continued by adjournment and held for the City of Williamsburg and County of James City, at the Courthouse in the said City, on Monday the twenty seventh day of June in the year one thousand eight hundred and fifty three.

Robert McCandlish . . . . . Plt.

against

Mary E. Warburton, Robert Warburton, Thomas D. Harris, and William L. Spencer . . . . . Defts.

This cause came on this day to be again heard on the papers formerly read, together with the reports of sales made by William L. Spencer, and report of accounts by William M. Moody one of the Commissioners of this Court, to which reports, exceptions were taken by the plaintiff, and was argued by Counsel; On consideration whereof, the Court overruling the exceptions filed to the report of sales by said Spencer, and confirming his said reports, and not now deciding on the exceptions to Commissioner Moody's report but leaving them open, doth adjudge, order and decree that said William L. Spencer deliver up to Robert McCandlish who is appointed a special Commissioner for the purpose, the bonds remaining in his hands taken for the sales of property under former decrees of this Court, that the said McCandlish retain his own bond for his purchase, in part of his debt against Mary E. Warburton, that he proceed to collect the other bonds, out of which he [illegible]ted to pay to Robert Warburton the amount of the claim due him as stated in the deed of trust filed with the bill, except ninety dollars which is reserved for future decision, in making which payment, he is to be charged with what William L. Spencer has before paid him, and to Thomas D. Harris the amount due him by the said deed of trust, after deducting what William L. Spencer has before paid him, and that after payment of the claims mentioned above out of the surplus of the trust fund if enough there be he pay the costs of this suit and if not enough of said surplus that Robert McCandlish pay the residue thereof, and that he report his proceedings to this Court in order to a final decree. And the Court doth further adjudge, order and decree that the said William L. Spencer execute and deliver to said Robert McCandlish a deed for the interest of Mary E. Warburton in the land in his report mentioned, with special warranty. - But before the said McCandlish

shall be at liberty to collect the said bonds so ordered to be paid over to him, he shall enter into bond with approved security in the penalty of Two thousand dollars conditioned well and truly to perform his duty under this decree. And leave is given the plaintiff to amend his bill and to make new parties.

Pltfs costs to 1. July, 1853. $48:67.
Deft's costs. Do. 27:24.
$75:91.

A Copy.
Teste,
Th: O. Cogbill C.

Pltfs costs as above.
Clerk's fees. $13:70.
Atto. 15:00.
Sheff. 2:50.
W. Fees .45.
Comr. 17:22.
$48:67.

Deft's costs as above.
Clerk $3:24.
Atto 15:00.
Comr 9:00
$27:24.

Rec'd from R. Mofarden Comr. forty two dollars and twenty three cents in price for my costs in sale of slaves in this case and for my report filed in this case. 28 Nov 1853
$42:22.
W. A. Spencer Comr.

Mr Cavendish

Copy Dawes.

Warburton.

Robert Warburton

1851. 13th May.

1 debt & 2 debt	see deed & decree	$135.30
		889.92
		$1025.22
suspended by order of Court		90 —
		$935.22.
interest to 13 Nov 1851, is 6 mo		28.05
		$963.27.
paid by Spencer Nov 1851 . . .		132.30
		$830.97
int to 30 August 1853. 1 yr 9 mo + 17 days		89.33
		$920.30
decree for bond due 9th July. 1852 .	$352.25.	
interest to 30 August 1853. 1 yr 6 mo 3 days.	32.85.	385.10
		$535.20

1853. August 30 Recd from Robert McFandrich Sgt Court in the Case of McFandrich against Warburton & others depending in the Circuit Court of the County of James City, and City of Williamsburg, Five hundred & thirty five dollars and twenty cents, in full for the balance of my debt as decreed to me, in the said suit, as per statement above.

Robt Warburton

Thomas D Harris.

1851. 13 May, Pr debt as per deed	338.70
interest to 13th Nov 1851 is 6 mo	10.16
	$348.86
paid Nov by Spencer Nov 1851.	132.32
	$216.54
interest to 30th August 1853. 1 yr 9 mo 17 days	23.28.
	$239.82

30th August 1853 Recd from R McFandrich Sgt Court in the Case of McFandrich against Warburton & others depending in the Circuit Court of the City of Williamsburg & County of James City, Two hundred and thirty nine dollars and eighty two cents in full for the balance of my debt as decreed to me in the said suit, as per statement above.

Total Receipts

1851 13th Aug.

1 Draft } on Lord Stanmore		£ 135 30
2 Draft }		889 92
		£ 1025 22

Disbursements as per Schedule

		90 —
		£ 935 22
Interest to 13 Nov 1851 on 6 mos		28 06
		£ 963 28
Paid to Chamber Nov 1851		172 30
		£ 790 98
Int. to 5 August 1853 18 9 on £790 98		89 33
		£ 920 31
Interest for half year to 5th Feb. 1852		332 25
Interest to 5 August 1853 18 6 on £ 1252	72 85	385 10
		£ 535 20

1853 August 10 Mr Stephen Hewett informed Capt Cuvier in the Colonial Secretary's Office Barbados, requesting a receipt for the amount of the Bonds of James Gill and Thomas Gill, for the balance of the Estate of Mary Ann Gill, late of Christ Church, deceased, in the Colonial Secretary's Office, because I was the sole Executor in the Testament named.

Total of Receipts

Chamber & Interest

1851 13 Aug. By draft on Geo Grant		338 20
Interest to 13th Nov 1851 on 6 mos		10 16
		£ 348 36
Paid Jos. Gill Chamber Nov 1851		132 32
		£ 216 04
Interest to 5th August 1853 18 9 on £216 04		33 18
		£ 249 82

10th August 1853 Mr Stephen Hewett informed Capt Cuvier in the Colonial Secretary's Office Barbados, requesting a receipt for the amount of the Bonds of James Gill of Christ Church & Thomas Gill, late of Christ Church, deceased, in the Colonial Secretary's Office, because I was the sole Executor in Testament named.

The Commonwealth of Virginia, to the Sheriff of James City County, greeting: Whereas, in a suit lately pending on the Chancery side of the Circuit Court for the City of Williamsburg and County of James City, between Hugh Bragg, plaintiff, and Henry B. Richardson, Nathaniel Piggott, Robert Morris, William S. Bacon and Edward Cole, School Commissioners of James City County, defendants, it was on the tenth day of February in the year one thousand eight hundred and fifty three, among other things, adjudged, ordered and decreed that the Injunction awarded in this cause on the eighth day of November in the year one thousand eight hundred and forty three, be dissolved, and the same was thereby accordingly dissolved, and that the plaintiff's bill be dismissed, and that the plaintiff pay to the defendants their costs by them about their defence in that behalf expended. And whereas on the petition of the said plaintiff an appeal hath been granted him from the decree aforesaid, to the District Court directed by law to be held in the City of Williamsburg. Therefore, we command you, that you give notice to the said Henry B. Richardson, Nathaniel Piggott, Robert Morris, William S. Bacon and Edward Cole, School Commissioners of James City County, that they be before the Judges of our said District Court directed by law to be holden in the City of Williamsburg, at the Court house in the said City, on the first day of December Term next, then and there to have a re-hearing of the whole matter in the decree aforesaid contained. And have then there this writ. Witness, Thomas O. Coghill, Clerk of our said District Court, at Williamsburg this 20th day of October 1855, and in the 80th year of the Commonwealth.

Th: O. Coghill C.

Memo:- The foregoing Appeal is not to be effectual until the petitioner, or some one for him, shall enter into bond with sufficient security in the penalty of Four hundred dollars, conditioned according to law, before the Clerk of the Court below, who shall take the said bond, and endorse on the said process, that it has been given, and the names of the securities therein.

Th: O. Coghill C.

211

1000

(District Court.)

Hugh Bragg

v. Summons.

School Commissioners.

To December Term 1855.

Canahan pqs.

(A Copy.)

Bond executed by Joseph B. Canahan with John B. Christian his security according to law.

Th: O. Bagbee C.

(James City.)

Bagby	90
Cole	40
Whitla	40
Esa	20
McC	5-5
Wolfe	25
Pitt.	40
Wheeler	12
Stewart	10
Rodell	10
Glover	20
	$362

212

THE COMMONWEALTH OF VIRGINIA,

To all to whom these Presents shall come—Greeting:

Know Ye, That our Governor, in pursuance of authority vested in the Executive by law, hath constituted and appointed William H. Geib a **NOTARY PUBLIC** for the City of Williamsburg to execute the duties of that office according to law.

IN TESTIMONY WHEREOF, These our letters are sealed with the Less Seal of the Commonwealth, and made patent.

WITNESS, John Letcher our said Governor, at Richmond, this sixth day of December in the year 1860 and in the 85th year of the Commonwealth.

John Letcher

BY THE GOVERNOR.

George W. Munford

Secretary of the Commonwealth.