1830-027 Chancery Causes: Samuel Johnson etals vs Admr of Ann Cox etals

Bedford Co

Paggett, Bocock, Steptoe, Dawson, Martin, Dugua, Lambeth, Moorman, Young, Morriss, Poindexter,

Johnson

v. Bill.

Cox's adm.

Entry Mar 27

No further proceeding

Jun 25

Same

1830 Jany. 25th

Dismissed

That the said Ann Cox during ~~nearly~~ the whole of said period lived to herself, and supported herself, and with the exception of a few weeks the expenses to be jointly defrayed by the partnership aforesaid consisted only of plantation expenses to wit, iron, steel & blacksmith's accounts — each of the parties furnished their own Horses & clothed their own slaves — The said Ann Cox during the whole of said period had no white family but herself — ~~[illegible]~~ and lived very economically, & entertained very little Company — and the crops made by said partnership were generally good — The said partnership during nearly the whole of said period & the said Ann Cox sold the ~~said~~ portion of said crops belonging to his mother sold tobacco, corn, & wheat every year & received the money therefor.

The said Ann Cox died intestate & administration on her estate was duly committed shortly after ~~the~~ her death, to the said James Cox. The said admr. in January 1824 sold the negroes of which said decedent died possessed, and sundry other personal property, on a credit of twelve months, and your Orator became the purchaser at said sale to the amount of $463 — & ~~[illegible]~~ executed his bond therefor with Thomas Whitting ton as his security, to the said administrator.

The said administrator in the year 1825 without the knowledge of your Orator had commissioners appointed by the Court to settle his accounts as administrator of said estate, and actually proceeded to a pretended

ed settlement thereof before said commissioners, who made a report of said pretended settlement to this Court - your Orator who was perfectly ignorant of the time & place of making said settlement at the time it was made, shortly thereafter by accident heard of it, and upon examining the said settlement, & being satisfied of its injustice, & improperly, employed Counsel to except to it, who accordingly has done so, & the said account & exceptions remain yet undecided, & undisposed of by this Court - a Copy of said account & exceptions will, when obtained, be hereafter filed as an exhibit in this Cause - your Orator expressly charges, and expects to prove, that the said account is unjust, and erroneous in divers besides other particulars of less importance to wit, 1st that the said administrator has failed to credit said estate with a large amount due to it from himself on account of the proceeds of his mother's portion of the crops made during the partnership aforesaid - 2. He has failed to credit said estate with the amount of the money loaned to him by his mother as aforesaid, and the interest thereon - 3. He has failed to account for a parcel of plank belonging to said estate, which he has sold, and commu-

To the worshipful Court of Bedford County sitting in Chancery the Bill of Complaint of Samuel Johnson humbly represents: That in the year 1806 he intermarried with a certain Lucy Cox daughter of Valentine Cox, and Ann his wife, formerly of this County. That the said Valentine Cox departed this life intestate the year 1813 or 1814 leaving a considerable real & personal estate. That his wife Ann survived him, and in the course of a year next following his death, was duly endowed of one third of his real & personal estate, that her dower in the personal estate consisted of about $900 in money, four grown slaves, and other personal property. That about the time her dower was so allotted her she purchased another grown slave, making in all five grown slaves which she retained from that period till the time of her death, which happened in or about November 1823. Your Orator's said wife survived her father but died in the life time of her mother.

The said Valentine Cox at the time of his death left the following children who were the persons entitled to distribution in his estate together with his widow, to wit, Demaris Farnsworth wife of Henry Farnsworth. Elizabeth Calvert. Milly Dawson the wife of Martin T. Dawson. Judith Tinsley wife of Anthony G. Tinsley. Sally Sullivan wife of George Sullivan. Mahala Tinsley wife of David Tinsley. Ann Watkins & wife of Lewis Watkins. Lucy

the wife of ~~the plaintiff~~ your Orator, and James Cox: of them, the said Elizabeth Calvert, and the said David Tinsley & Mahala his wife reside out of this State, and the said George Sullivan & Sally his wife who also resided out of this State, have since the death of the said Valentine Cox departed this ~~life~~ life ~~intestate~~, leaving several children, the names of which children are unknown to your Orator. Your Orator is informed that the said George Sullivan survived the said Sally his wife, but your Orator is ignorant who is the personal representative of the said George Sullivan, if indeed he has any. Your Orator had by his said wife Lucy seven children ~~all~~ namely, Milton C. Johnson, Mahala H. Johnson, Matilda B. Johnson, Malda M. Johnson, ~~Eliza Ann~~ Adelia Johnson, Mary Ann Johnson, & Lucy Amanda Johnson all of whom are infants under the age of twenty one years, and your Orator hath been duly appointed their Guardian, & still remains their Guardian.

Your Orator further represents, that in or about the year 1815 the said Ann Cox loaned to her son James Cox the sum of Two Hundred Dollars. That she worked all of her slaves capable of labor, with her said son in the cultivation of crops of various kinds in partnership from the spring 1814 till the time of her Death. That for the first three years of said partnership the said James Cox was to have one third part of the nett profits made, and during the remainder of the time he was to have one half of the nett profits made.

ted to his own use 14th ly He has improperly debited said estate with the sum of $102. 30/100 for Commissions. 15th ly He has failed to allow said Credit to the said estate for the Hire of the Slaves belonging thereto, for about two months after the death of his intestate, during which he had them diligently engaged in work for himself. 16th ly At the same time has charged the estate with the prizing of the Tobacco belonging to the estate, carrying it to market, & with sundry clothing &c alleged to have been furnished by him to the Slaves belonging to the estate.

your Orator charges, that the said James Cox was at the time of his mother's death largely indebted to her on account of money loaned to him by her, and on account of money received by him for her Crops from time to time, for which he has never accounted, and refuses to account.

Notwithstanding the premises, the said administrator has instituted a suit against your Orator this said security on the bond aforesaid on the law side of this Court, and your Orator not being able to make the defence herein before disclosed, in a Court of Law, judgment has been rendered in said suit against your Orator this security for

the full amount of said bond with interest & your Orator & his security are now exposed to the effects of an execution thereon.

2. In consideration whereof, your ~~Orator~~ Orator prays, that the said James Cox as administrator of the said Ann Cox deceased, & in his own right, the said Henry Farnsworth & Demaris his wife, Elizabeth Calvert, Martin T. Dawson & Milly his wife, Anthony G. Tinsley, and Edith his wife, David Tinsley, and Mahala his wife, Lewis Watkins & Ann his wife, and the personal representatives, and children of the said George Sullivan dec'd (when discovered) may be made Defendants hereto, and compelled on oath to answer the premises fully. That the said James Cox as administrator as aforesaid render a true, and just account of his administration aforesaid, and set forth, and discover all the monies, and other effects belonging to the estate of his intestate ~~thereto~~ as well ~~than~~ the debts due by him individually to said estate, as the debts due thereto by others. - That he faithfully account for all the effects belonging thereto, and set forth distinctly the monies loaned to him by his intestate & the monies received by him for her for the sales of crops &c. —

That he the said administrator be injoined & restrained from all further proceedings on the judgment aforesaid until the matters

herein set forth can be heard in equity
& finally that your worships will make
such other, and further order & decree in
the premises as may be consistent with
the principles of equity, & the nature of the
case may require.

Bedford May 6th 1876

Swoorn to and sworn

[illegible]

Johnson

vs } ans

Cox

1826. June answer
filed & notice to
Defendant

The separate answer of James Cox administrator of Ann Cox decd to a bill of complaint exhibited against himself & others in the County Court of Bedford by Samuel Johnson guardian for his children

This respondent saving and reserving to himself the full benefit of all just exception to the many errors and uncertainties in the said bill contained for answer to so much thereof as he is advised it is any way material he should answer he answers and says. That it is true Valentine Cox departed this life intestate in the year 1813 or 14 possessed of a considerable estate real and personal That Ann Cox his wife survived him and received the portion of his property to which she was entitled under the act of assembly in that case made and provided This respondent further admits that Ann Cox departed this life in the year and that the administration of her goods and chattels was committed by the County Court of Bedford to him. He likewise admits that the children of the plaintiffs deceased wife, are entitled to that portion of the estate of Ann Cox decd to which their mother would have been entitled had she survived the said Ann. which portion this respondent never for a moment had a disposition to withhold from him by the contrary it was his intention to leave or offer to leave in his hands as the guardian of his children that portion of the debt in controversy to which they may be entitled. And with this view he has suffered the judgment to remain without taking out an execution to enforce it He directed his counsel to propose and he understands and believes his counsel did propose on the very day before the injunction was awarded to the complainant to retain the part to which his children would be entitled, and pay the balance of the judgment. He further directed his counsel to propose and he understands and believes that he did propose to the complainant that in case he was not satisfied with the account as settled by the commissioners of the court that he would suspend suing out an execution upon the judgment until the plaintiff could have an opportunity of bringing his objections to the account to the consideration of the court. all which propositions were rejected by the plaintiff.

This respondent further answering refers to the account as settled by the commissioners of this court and produced by the plaintiff, as containing a full true and perfect account so far as this respondent knows or believes of the whole estate of Ann Cox decd. There is no property of any description known to this respondent neither debts nor any thing else not therein contained. The sum which from the face of that account the plaintiff would be entitled to retain in behalf of himself as children some what exceeds two hundred dollars which sum is liable to a deduction for their and his portion for the loss sustained for the failure of title to a part of a tract of land of about 9 acres purchased by this respondent of the distributees of Valentine Cox decd at the sum of $8 per acre which has been claimed and recovered by Beverly R Scott and to some other charges amounting in all to about 20 dollars which will reduce the sum to which the complainant for himself and children will be entitled to about 185 or 190 dollars. Indeed two of those entitled to distribution of the estate of Ann Cox decd after having made the fullest examination of the state of affairs have proposed to this respondent to take in full satisfaction of their share the sum of $185 $\frac{76}{100}$ which sum this respondent has paid them in full satisfaction

of their portion and this respondant confidently asserts that the sum to which the plaintiff and his children will be entitled will not be five dollars more or less than that sum.

It is true that Ann purchased a slave after the death of her husband. This respondant understands and believes that the slave was purchased with the money which she received from the estate of her husband. But he is advised that it is quite immaterial with what money the slave was purchased in as much as he has accounted for him in his administration as will appear from the Inventory a copy of which he prays may be taken and considered as a part of this answer. One of those assigned to the said Ann as a part of her dower died in the life time of the said Ann and two children born as he thinks after the assignment of dower likewise departed this life before the death of the said Ann.

It is true that this respondant borrowed of Ann Cox in the year 1815 or thereabouts the sum of two hundred dollars for which he executed his bond. Of which bond this respondant paid at one time the sum of $99 — which sum the said Ann loaned to her son in law Martin J Dawson which he owed her at the time of her death. He had made her some other payments on account of the bond leaving due thereon at the time of her death of principal and interest the sum of $134 $\frac{25}{100}$ being the second item credited to the estate in the account as settled by the commissioners as may be seen from the account itself. This respondant borrowed no other sum of the said Ann neither did he receive in the way of a gift or in any other manner any other sum of money from her nor any property of any discription except the sum of ten dollars which she gave him at which time she gave all her other children a like sum. The credit in the account before referred to contains the sum total of all that this respondant owed the said Ann upon any account whatever

In answer to those allegations of the complainants bill which relate to the supposed partnership between this respondant and his mother he answers and says that he did manage her estate for her, he having purchased the real estate whereof her dower had been assigned. That he worked his own hands with the slaves of his mother in the cultiva-tion as well of the dower land of his mother as his own. For a part of the time so work-ed this respondant was to have one third of the crop made and for other part he was to have one half. But he denies in the most express terms that he owed his mother at the time of her death one cent in regard to those transactions. There was constant and uniform settlements between the parties in relation to those transactions at or near the close of each year. At those settlements this respondant paid his mother regularly her full portion of the crops. His mother was unusually particular in relation to those matters and the accounts be-tween them were settled with strict regard to justice with these annual settlements his mother was satisfied as indeed she well might be for she received the full sum to which she was entitled. He kept no regular books of those transactions. He acted but in the light of an overseer working with his mothers land and dower land his own land and hands. It would be impossible for him at this time to render an account of those transactions. They were as before stated settled yearly.

This respondant proceeding to answer (altho it seems to him that he has already answered the same) the specific allegations in the plaintiffs bill contained says as to the first That he has credited the estate and paid to his mother in her life time

every cent by him received on account of his mothers portion of the crops during the partnership if such it can be called. That he has secondly credited the estate with all the monies loaned to him by her or in any otherwise by him owing to her Thirdly as to plank there were two wild cherry trees growing upon the land purchased by this respondant not were as he thinks on the part assigned to his mother as her dower but whether on the dower land or not he is advised is not material in as much as the said trees were a part of the free hold. These trees being of no value for any other purpose he cut down and sawed for his own benefit as he is advised he had a right to so they standing upon the very land which this respondant had before purchased of the distributees subject to his mothers dower. The land was his by purchase and he presumes the trees thereon growing were likewise his He used it as he lawfully might He received no other plank than that made from the cherry trees aforesaid

In regard to the claim for the hire of the slaves for the remnant of the year in which this respondants mother departed this life (a little more than one month) of these slaves one of the females had a child borne in the time and is far from being useful was actually an incumbrance to this respondant; one other was sick with a violent fever nearly the whole time a third was employed in nursing the sick. There was consequently but one that could have been useful had this respondant wanted their services which he did not. Had all these slaves been capable of rendering services this respondant would still deny the justice of the claim for hire tho. Cox departed this life on the last of November. For the residue of that year the slaves could not have hired to advantage. He does not think they could have been hired at all. There was only one of the number for the reasons before stated that could have rendered any service The little rendered by him to this respondant was not equal to the trouble he had with the others. The cloathing of the slaves was necessary to their comfort if not to their existence. The charge therefore he presumes was a proper one. In regard to the charge for prizing the tobacco this respondant has only to remark that the estate is credited with its proceeds and that it could not have been carried to market without being prized And this respondant having answered the allegations of the plaintiffs bill so far as he is advised it materially concerns him to answer the same and denying all fraud prays to be hence dismissed with his costs by him expended in defending this suit

Corporation of Lynchburg to wit

This day James Cox personally appeared before me a justice of the peace for the said corporation and made oath that the foregoing answer so far as the same concerns himself is true and so far as concerns others he believes it to be true Given under my hand this 2nd day of June 1826

Chas Dillard

৩

The Affidavit of Mary Johnson of Lawfull age taken at the dwelling house of Samuel Johnson in the County of Bedford the 16th day of June 1826 to be read as evidence on the trial of an Injunction depending in the County Court of Bedford in which Samuel Johnson is plaintiff and Lewis Cox Administrator of Ann Cox is defendant this affiant being first sworn sayeth that to the best of her recollection Valentine Cox the Husband of the said Ann departed this life the twenty seventh day of December 1813 and that the said Ann Cox departed this life the 29th day of Novr 1823 and this affiant further says that she frequently visited the said Ann Cox after the death of her husband who seemd to live very frugal & sparing and that she heard her say that her son James was very late but Askd no questions what he was late in and so the discourse dropd she being in a low state of health and further this deponent saytha not

Mary Johnson

Bedford County to wit

The above affidavit subscribed and solemly affirmd to before me on the day and at the place above named

Balera McDaniel

The Affidavit of Elizabeth Paggit of Lawfull age taken at the dwelling house of Lemuel Johnson in the County of Bedford on the 16th day of June 1826 to be read as evidence on the trial of an Injunction depending in the County Court of Bedford in which Lemuel Johnson is plaintiff and James Cox administrator of Ann Cox dec^d is defendant

This affiant being first sworn saith that In the year 1819 as well as she recollects she lived with the sd Ann Cox, and her son James managed her plantation business for her, and as she understood they went halves in the crops that was made that year, and she thinks went on in that way for several years, that the sd James Cox sold the crops of that year, this affiant says that the negroes clothes were all spun except the mens outside clothes and that the sd Ann Cox had but very little company attending her residence there

Question 1st by the Pltff how many working hands did the sd Ann Cox have at that time

Answer four that work^d in the plantation generally and one in the house

Question the 2nd did the the Generally make good Crops

Answer I believe they did

Question the 3rd by the Deft What was the age and situation of those four negroes

Answer one was an old man but I thought healthy I heard no Complaint of Another that I recollect

I understood that Clay was a very good hand but I do not know it as I was not in the field with them

Spencer was a young man young enough to do good work

Elizabeth her mark Baggett

Bedford County to wit

The above affidavit was subscribed and sworn to before me at the place and on the day above named

Baldwin McDaniel

The affidavit of James Martin of lawfull age taken at the dwelling house of Lemuel Johnson in the County of Bedford on the 16th day of June 1826 to be read as evidence on the trial of an injunction depending in the County court of Bedford In which Lemuel Johnson is plaintiff and James Cox administrator of Ann Cox dec^d is defendant This affiant being first sworn saveth that in April 1823 he sawed 574 feet Cherry plank for the said James Cox and delivered the same in may 1824

Quest^n 1st by the pl^tiff

did you ever know of the said Ann Cox having any agent during her Widowhood except the said James Cox

Answer

No I did not nor do I know certainly that he was

James Martin

Bedford County to wit

Subscribed and sworn to before me the day & at the place above

Balleau W. Dennis

Johnson

" Copy Decree

Costs

60
26
6.08
1.56
7.00
5.00
$ 205.2
75.95
$ 96.47

236.76
96.47
$ 140.29

Virginia:

At a Superior Court of Chancery holden at the Town of Lynchburg on the 30th. day of October 1829.

Lemuel Johnson . . . . . Pltf

against

James Cox in his own right and as administrator of Ann Cox decd. Henry Farnsworth and Demarius his wife Elizabeth Calvert Martin T. Dawson and Milly his wife Anthony G. Tinsley and Judith his wife, David Tinsley & Mahaley his wife Lewis Walker and Ann his wife and the personal representatives and children of George Sullivan decd. . . . . Defts

This cause which was removed hither by writ of Certiorari from the County Court of Bedford, came on this day to be heard on the bill answers ~~and~~ exhibits and examinations of witnesses, the report of Commissioner Benagh made in pursuance of the order of the twenty fifth day of October One thousand eight hundred and twenty eight, with exceptions thereunto by the plaintiff and the report of the same Commissioner upon the said exceptions made at the instance of the Chancellor and was argued by counsel: On consideration whereof the Court overruling the said exceptions and approving the said reports doth adjudge order and decree that the injunction awarded the plaintiff in this cause by the said County Court on the twenty third day of May One thousand eight hundred and twenty six to restrain the defendant James Cox administrator of Ann Cox decd. from further proceeding on a judgment obtained by that defendant against the plaintiff in the said County Court be perpetual as to so much of the sum of two hundred and thirty six dollars and seventy six cents as of the thirty first day of December One thousand eight hundred and twenty eight as shall remain after deducting therefrom the costs expended by the defendants in this suit, as well in this Court as as the said County Court and that the said injunction as to the residue of the said judgment be dissolved.

Defendants' costs in this Court $ 75.75

Do. in County Court $

A Copy Teste G. Wills C.C.

4 question put by the Plff

did you ever know of the said Ann Cox having any other agent during her widow-hood except the said James Cox

Answer

no I never knew of her having any other he employed me to do some work for her and settled with and paid me for it

4

The affidavit of Christopher I Bocock of lawful age taken at the dwelling house of Samuel Johnson in the County of Bedford the 16th day of June 1826 to be read as evidence on the trial of an Injunction in which Samuel Johnson is Plaintiff and James Cox administrator of Ann Cox dec^d is defendant this affiant being first sworn sayeth that about the year 1819 he observed two wild cherry trees on the land belonging to the Est. of Valentine Cox dec^d that he thought would make good planks and ask^d the senior James Cox why he did not have them saw^d who replyed that they were on his mothers dower and further says that he has since observed that they were cut down carried off to all appearance

+

Christopher I. his × mark Bocock

Bedford County to wit

The above affidavit was subscribed and sworn to before me on the day and at the place above named

Baldwin O'Donnell

The Affidavit of Dabney Poindexter of Lawful age taken at the Dwelling house of Lemuel Johnson in the County of Bedford the 16th day of June 1826 to be read as evidence on the trial of an Injunction depending in the County Court of Bedford in which Lemuel Johnson is Plaintiff and James Cox administrator of Ann Cox dec^d is defendant

This affiant being first sworn saieth that the said James Cox (Who lived on the same plantation with the said Ann Cox) had the most of the black smiths work for the said plantation done at his shops from about the beginning of the year 1819 to the end of year 1823 in which time he understood in a conversation with the said James Cox that him and the said Ann Cox were in partnership in the business of the said plantation and this affiant further says that he considered the said James Cox the sole Agent of the said Ann Cox during her widowhood

Question 1st by the pltff

how long was it from the death of the said Ann Cox to the day of the sale of the slaves negroes &c and who had the negroes in possession during that time

Answer I suppose it was about two month which time the said James Cox I believe had all the property in possession

~~Question 2nd by the Plff~~

~~how long was it from the death of the said Jno Cory to the day of the sale of his dower negroes H and W who had the negroes in possession during that time and what was the situation of the negroes~~

Question 1st by the Deft

what was the situation of the negroes during the time

Ans. Sophia had a little one I think about two weeks before the sale Andrew was complaining two or three week before the sale and sick at the sale but whether he had been sick all the time I do not know. I know nothing about the others

Dabney Saunders

Bedford County to wit

The above affidavit was subscribed and sworn to before me on the day and at the place above named

Balaa M Daniel

7

The affidavit of Samuel Young taken at the Franklin Hotel in the Town of Lynchburg according to previous notice to be read as evidence in an Injunction now depending and undetermined in Bedford County Court in Chancery in which Lemuel Johnson is Plaintiff and James Cox, administrator of Ann Cox, Decd is Defendant

This affiant after being first sworn deposeth and saith that in the year 1822 March 4th he purchased of James Cox 1 Hogshead of Tobacco 1488 net at $6-50 pr cwt 1 Do 1460 net at $7,50 May 10th 1 Do - 1462 at $6,25 — Also in 1823 March 31st 1 Hogshead of Tobacco 1500 net at $7, pr cwt 1 Do 1496 at $5,00 April 9th 1 Do - 1232 at $2,50 and further this affiant saith not as witness my hand this 19th day of June 1825

Samuel Young

Corporation of Lynchburg. Sc.
Sworn to before me as one
Alderman for sd Corporation 19 June 1826
Aug. Leftwich

8

The affidavit of L. H. Moorman taken at the Franklin Hotel in the town of Lynchburg according to previous notice to be read as evidence in an injunction depending in the County Court of Bedford in Chancery in the suit of Lemuel Johnson Plaintiff and James Cox administrator of Ann Cox Decd. Defendant. This affiant saith that he lived near James Cox & his mother that James Cox was always regarded by him as the agent of his mother in the sale of crops & further saith not. This 19. June 1826.

L H Moorman

Corporation of Lynchburg
Sworn to before me an alderman for sd Corporation on the 19. June 1826

Aug. Leftwich

6

The affidavit of Robert Morris taken at the Franklin Hotel in the Town of Lynchburg according to previous notice to be read as evidence in an Injunction now depending and undetermined in Bedford County court in Chancery in the Suit of Lemuel Johnson plaintiff vs James Cox Administrator of Ann Cox Decesed Defendent

This affiant after being first Sworn deposeth and Saith that in the year 1816 March 30th he purchased of James Cox 1 hogshead of Tobacco 1279 wt at $12.00 also in the year 1817 July 21 he purchased of said Cox 7 Barrells of flour for the sum of $83. also 208 Bushells of wheat at 9/ pr Bushell — Also in the year 1818 purchased of said Cox August 6th 5 Barrells corn at 22/6 pr Barrell also August 20th 5½ Barrells corn at 22/6 pr Barrell Also November 7th 199 Bushells wheat at 8/ pr Bushell And further this affiant Saith not — witness my hand this 19th day of June 1826

Rob. Morris

Corporation of Lynchburg to wit
Sworn to before me an alderman for said Corporation 19. June 1826
Aug. Leftwich

with Tobacco at five dollars & sixty cents
pr hundred & further this affiant saith
not as witness my hand & seal this
19th June 1826 W L Lambeth

Corporation of Lynchburg S.C.
The foregoing Depositions of
S. Dunguid & W. L. Lambeth sworn
to before me on the 19. June 1826
Aug. Leftwich

9

The affidavit of Sampson Dingwid taken at the Franklin Hotel in the town of Lynchburg according to previous notice to be read as evidence in an injunction now depending and undetermined in Bedford County court in chancery in the suit of Samuel Johnson plaintiff vs James Cox administrator of Anne Cox defendant.

this affiant after being first sworn deposeth and saith

it appears from the entry on my Book that I received of Mr James Cox 444 feet of cherry Plank at 5 cents per foot on the 5th day of Jany 1824 amounting to $22.20 cts

S Dingwid

The affidavit of Wm Hamlett taken at the Franklin Hotel in the town of Lynchburg according to previous notice to be read as evidence in an injunction now depending and undetermined in Bedford County Court in Chancery in the suit of Samuel Johnson plaintiff vs James Cox Adm.r of Anne Cox defendant. This affiant after being duly sworn deposeth and saith that he is in possession of the books of Jos. Echols dec.d - that it appears on the Tobacco book of the s.d Echols that he the s.d Echols bought of one James Cox one Hogshead of Tobacco on the 15th July 1823 No. 2332. 150 - 1534 lbs weighing as follows No. 2 weight

J.

I acknowledge the within notice
19. June 1826 –

Jno Coy

Notice
153

Mr. James Cox

June 12

Take Notice

That I shall on the 16th day of June 1826 take the affidavits of Capt. James Martin Dabney Poindexter and others at my house, and on the 19th day of the same month in the Town of Lynchburg at the Franklin hotell take the affidavits of Robert Morris Samuel Young & others, all of which affidavits I shall offer to be read as evidence on the trial of my injunction depending against you as administrator of Wm Cox dec in Bedford County Court, and if any of said affidavits should not be taken on the Days above Designated I shall continue to take them on the following days at the same places above mentioned, Yours &c

Samuel Johnson

Wm Ingn Bond

KNOW ALL MEN BY THESE PRESENTS, That we

Lemuel Johnson & Stephen Martin

are held and firmly bound unto James Cox Admr. of Ann Cox Decd in the just and full sum of

one thousand Dollars

to be paid to the said James Cox Admr. of Ann Cox Decd his

certain attorney, his executors, administrators or assigns; to the payment whereof well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 23d day of May 1826.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound

Lemuel Johnson

hath obtained from the County Court of Bedford

an injunction to stay all further proceedings on a judgment obtained in the said Court by the said James Cox admr. of Ann Cox Decd ~~recovered~~ rendered March court 1826 ~~against the said~~ for the sum of $463.00 with Interest & costs against him

until the further order of the said County Court: Now if the above bound

Lemuel Johnson

do and shall well and truly pay and satisfy ~~the judgment and costs aforesaid, and also all such other costs, damages~~ all such sum of money Tobacco Hogs due or which may hereafter become due and charges, as shall be awarded by the said County Court, in case the injunction aforesaid shall be dissolved, then the above obligation to be void, or else to remain in full force and virtue.

Executed in presence of

P. Steptoe

Lemuel Johnson SEAL.

Stephen Martin SEAL.

SEAL.

BEDFORD COUNTY, Sc.

The above named this day made oath before me, JAMES STEPTOE, Clerk of the Court of said County, that after the payment of all his just debts, his estate is worth

the penalty of the above bond. Given under my hand, this day of 182 .

Received August
of the Philadelphia and
Wilmington Railroad Company
[illegible]

In Chancery to wit Adjourned December Term 1824

In pursuance of the foregoing decree we have meted & bounded the Petitioners land as shown to us the 18th day of January 1824

Nathaniel Pendleton
Richard Mitchell
Joseph Taylor

At a Court held for Rockingham County at the Courthouse the 24th day of May 1824. This inventory and admeasurement of the Petitioners land was returned to Court and ordered to be recorded

Teste Scott Newman C.R.C.

Mesty Teste C.A.W. Winfield C.R.C.

Inventory of Jos. Thomas's land Recorded

18.

Inventory of the Estate of Edward Capshaw late

January 15th 1824

3 Cups		25	1 pair plane iron		25
6 Chairs	2	25	about 180 lb Cheese at 8 cts	4	50
1 round table		75	1 set Chisels & Gouges		37½
1 small chest	2	00	1 Wooden chest		100
1 Bureau	1	00	1 Leg & Bed		25
1 pair fire irons		75	1 old Iron Kettle & pot		50
1 Bedstead & Cords	3	00	1 old log Iron & spike		50
1 Linen Wheel & reels	1	00	1 pair table		50
1 pair Bellows		25	1 Iron Shovel	2	00
3 Lip Knives		75	1 set pewter	3	00
1 pair plane iron	1	50	1 set Cups & saucers		100
1 Japan waiter		25	3 Knives		37
1 Jack & Cradle		50	1 lot of Earthenware	2	00
1 pair Andirons		25	1 lot ware		25
2 axes		50	1 lot Glass		25
1 Saw	1	50	1 Barrel & Cooper	3	00
3 pairs of Candlesticks	1	50	1 Iron Kettle	2	00
1 pair do Snuffers & Stand		75	1 Bureau	5	00
Grindstone	2	00	1 Walnut table	6	00
10 Chairs	15	00	1 Chair	2	00
1 Chest drawers	15	00	1 pair bedstead & furniture	24	50
1 Mahogany Table	1	00	1 small bed & furniture	15	00
Spade			1 do do	10	00
10 Cups	15	00	1 lot Glass & Decanters	6	00
1 Chest drawers	15	00	1 Mahogany Candlestick	1	00
1 Mahogany Table	1	00	1 Bureau	5	00
1 Bed & Bedstead	10	00	3 chairs	2	25
1 Bureau & Cornice		25	1 small Bed	2	00
1 Bed	11	50	1 Two & Three Bed	6	00
Wheat fan	10	00	1 pair Weights	3	00
12 Bushels Clean Oats	3	00	1 old Bureau	1	50
20 Bushels large oats	10	00	30 lb Open	20	00
3 Bushels Buckwheat & Cradle	6	25	1 Sadiron & Trivet & Stand	50	00
1 large pot		50	1 Iron & Trivet	2	00
1 Tea Kettle	1	00	1 pair Iron & Trivet	2	00
1 Tinned do		50	1 Tea Kettle & Trivet	55	00
1 Tinned Pan		50	1 Tinned Quart	25	00
1 Tin Milk Pitcher		50	1 Tinned Pint	6	00
1 Pewter Basin		50	1 lot Pewter	2	00
1 Pewter Spoon		25	1 lot Tea	10	00
1 Iron Ladle		25	1 Iron Ladle		
1 Iron Spoon		50			
1 Iron Skimmer		50			

Dr The Estate of Isaac Wayne Dec'd. To Cash paid for sundries for his use

1823			10	—
Nov	8	To two pair Negroes shoes	4	25
	10	" two pounds Wm Gallagher negroes clothing	1	10
	18	" one pair Negroes shoes	1	25
	22	" Cash paid for weaving 12 yds cloth for Negroes	2	00
	24	" Cash paid Wm Gallagher advertising sale of land & [illegible]	1	25
1824				
Jany	10	" making Negroes clothes	2	00
		Cash paid for one quire paper		25
		Cash paid Jno Stillwell [illegible]	3	00
	10	" Cash paid Thos Hogan carpenter work	5	00
		" Cash paid Wm Gallagher [illegible]	6	88
Apl	20	" Cash paid [illegible]	12	00
		and [illegible] pr Carriage & [illegible]	2	40
		" Cash paid for [illegible]		50
June	23	" Cash paid said decedents [illegible] for building [illegible]	10	00
Oct	8	" Mahlon Gifford pr [illegible]	8	14
		Richard Thomas pr. [illegible]	1	26
		" gave pr Court order $2040.00	102	30
			$163	19
1823		Cr		
Nov		By Cash in hand	30	40
		" Money loaned for $300 value deducting the credits endorsed thereon and interest upon the same up to this date	134	20
1824				
April		Cash received for Wheat	34	00
		Cash received for [illegible]	44	00
	23	" amount of sale and 1st mortgage 1822 [illegible]	1236	00
		[illegible]	$1833	34
		and bond receipt for purchase by [illegible] the [illegible] on [illegible] be left [illegible] this for [illegible] said estate		
		Cr Cash & Bonds		
		" Cash & Warrants bond and mortgage bearing date [illegible] 1822 for [illegible] purchased at [illegible] the [illegible] 1824 and the [illegible] 1825 [illegible]	99	50
			403	00
			$1010	07

[illegible] Bond dated [illegible] 1827 [illegible]
[illegible] the account [illegible]
of the estate of [illegible] which [illegible] the [illegible]
[illegible] signed under our hands this 27th day of [illegible] 1828

[illegible]

Lucas McDaniel

Andrew D. Vernal [illegible] specially interested in the
estate of Elizabeth Vernal [illegible] the within account [illegible]
& the within account as stated by the within named
commissioner for the Lower District [illegible] Lower
said estate [illegible] and without notice to him of
the time & place of making the same. 1st Because the
debts in said account are totally unsupported by vouchers
or evidence and are unjust in themselves. 2nd Because
the allowances made to the commissioner in the form
of commissions is illegal & exhibitant & unreasonable
3rd They because the said commissioner has not accounted
for & specified the value of his interest in the [illegible]
of & [illegible] belonging to said estate which have come to his
hands. For these & other reasons the said [illegible]
[illegible] that the said account ought not to be received & admitted
& would, but may be recommitted for further examination
& report.

C. Mahony & Byrd for Ex. Johnson
for Plaintiff

[illegible] 1835

[illegible] Millingville [illegible]

March 30th 1816 1 Hogshead Tobacco

at $12 — 1279 lbs $153.48

1817

Sept 8 — 208 Bushels wheat 9/ — 312.00

1818

August 6th 5 Barrels Corn 22/6 — 18.75

20th 8½ Oats — 22/6 — 19.50

Novr 7 — 199 Bushels wheat 8/ — 265.33

1817

Feby 21 — 7 Barrels flour — — 83.00

R. Morris affr.

2712
6
16272
8
$13 01 76
$72
$13 88

25
12 50
3 12
15 62

5 18
2 2
60

$6\frac{1}{3}$

1 62
8 1/6
8 7½

Corporation of Lynchburg S.C.

This day Thomas Hobbs came before me and says that he received of this month the 19th day of July from Capt. Stokes a certain Bond for my land 20 Aug 1786

Notice
of Hom b.xe
To Johnson

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To Lemuel Johnson

Sir Take notice that on the 22nd day of July 1826 at the house of Martin T. Dawson in the County of Bedford I shall proceed to take the affidavit of Martin T. Dawson and Others, and on the 24th day of the same Month at the Tavern of Wm Terry in Liberty - Bedford County I shall proceed to take the affidavit of James Steptoe and Others to be read as evidence on the trial of an Injunction now depending and undetermined in the County Court of Bedford wherein you are plaintiff and myself & Others are defendants

Ja. Cox
18th July 1826

with the case

J. H. Stokes

Bedford County ss.

The foregoing affidavit subscribed & sworn to before me Thomas Gale a Justice of the Peace for said County at the place & time above stated

Witness my hand this 2d day T. Gale

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Elk County case Affidavit

The affidavit of Stephen Calhoun
at Mr Terry's tavern in the town
of Liberty the 24 July 1826 in an
Injunction depending in the County
Court of Bedford wherein Lemuel
Johnson is Plff and James Cox
admr. of Ann Cox dec'd Defr This
affiant being first duly sworn on
the Holy Evangelists of Almighty
God says that a Judgment
was rendered in favour of the Deft
against the Plff at the last March
term at which court Mr. Christ-
ian Attorney the attorney directed that
no execution should issue till
further orders & accordingly none
did issue — & that at the May
Court succeeding an order was
made by the sd attorney for an
execution to issue for him but was not
done in consequence of an
Injunction having been obtained

Milly Dawson's
Affidavit.

The plaintiff by Counsel excepts to the reading of the written affidavit

1st. Because the witness is a party defendant in this cause, &c

2dly Because the wit. was is directly interested in the event of this suit.

C. Dalney Pltff

29. Aug. 1826.

13

Samuel Johnson against James Cox administrator
of Ann Cox decd in Chancery

The affidavit of milley dowson of Lawfull age
Taken this 22nd day July 1826 in bedford County at the
dwelling house of marten J. dowson being first sworn on
the Holy Evengelist of almighty god deposeth and sayeth
that she ust to go to ann cox decd & frequently stayed there
a week at a time she always saw a plenty of Every thing to live
on about the House & never as she can Recollect did she
Ever heare sd ann Cox grumble at any of the management
of her son James Cox & that her mother ann Cox decd had give
her money several time & told her that she ann give to this
deponant that she give to the Rest also and as her
daughter Salley lived so far off she thought she aught to give
her more then the Rest and that she wished to see her children
Injoy what she could spare while she lived this affiant further
sayeth that her mother ann cox told her that she had given
her son in law Samuel Johnson thirty dollers to satisfy him
but did not want the this affiant to say any thing about
it to the other children this affiant says she never added
mentioned before the death of her mother said ann this
affiant states further that she has always thought and
indeed does know that ann cox was uncommonly gene
rous with all her children she would trade with them
very generously in Every little thing this affiant states
further that as she was very often at her mothers ann cox
es ust to her death and has all the Reason in the world to
believe that she was well pleased with the way she was —
located by James cox & further this affiant sayeth not

Bedford County to wit
Sworn to before me Sam. Hancock
a Justice of the for said County the day
& year as above
Sam[l] Hancock

Milley Dawson

All Available Text Successfully Captured

Martin T. Dawson's
affidavit

The plaintiff by counsel
excepts to the reading of
the within affidavit,
1st. Because the ~~Defd~~
witness is a party
defendant in this
cause &c
2dly Because the
witness is directly in-
terested in the event
of this suit.

C. D. Alvergs
Eq. Aug. 1826.

(12)

Lemuel Johnson against James Cox administrator of Anne Cox dec.d in chancery — Bedford County Court

The affidavit of Martin T. Dawson of Lawfull age taken at the house of Martin T. Dawson this 22.d day of July 1826 in bedford being first sworn on the Holy Evengelist of almighty god deposeth sayeth that he thinks soon after the death of volintine Cox & he believes about the beginning of the yeare 1814 that James Cox undertook to look after his mother ann Cox busyness he had understood from both the parties ann & James that James wos to put his hands with his mothers & thay said ann & James ware to devide the crops accordingly the deponant further saith that from that time up to the death of ann Cox the frequently wos at ann Coxes & said ann always told this affiant when thay tolke on the subject that said James always devided her Corn & he thinks every thing thay made at fall but the tobacco & that as soon as he sold the tobacco he always brought her ann coxes part of the money and give to her this affiant further sayeth that he has known ann Cox to give money to some of her children & has herd of her giving money to others and he has frequently seen her handling money & thinks she always had money to answer her necessary purposes & he has seen her give hers son James money to buy her articles at Lynchburg when he wos going there this affiant further states that from his knowledge he had of ancoxes family & from her Management amongst them that he wold think she wold make use of at lest three hundred dollers yeare this affiant further says that he sold ann Cox a horse & she paid him the money for him he also states that he swoped horses with said ann & she paid him the boote

and he never considered her son James Cox anything more then an overseer for s.d ann this affiant states that before he received his part of ann Coxes Estate that he had Expressed some dissatisfaction at the management of said James Cox the administrator from Report but when he came to see the accounts he found he wos Mistaken and the accounts wos all Right this affiant further states that in yeare 1820 he applied to ann Cox to borow some money said ann told this affiant she had lent her son Jame Cox two Hundred dollers & if he cold spare it he this deponant might have it this affiant says he went to the said James and said James told him this affiant he col not let him have two hundred dollers but he wold let him have ninely nine dollers & sixty seven cents which this affiant says he got this affiant further says that he wos present when ann Cox bought a negro girl from demarsh Farnsworth & he thinks she give two hundred dollers & that the purchaes wos made at the division of the Estate of old mr Coxes ~~Estate~~

Martin J Dawson

Sworn to before me at the house of martin Dawsons this 22.d day of July 1826

Lam.l Hancock

Questn 2nd how far are you live from the said Ann Cox during the said partnership

ansr about three fourths of a mile

Questn 3rd by the Deft how often ~~did~~ are you visit the said Ann Cox dure the partnership

ansr we visited each other as neighbours how often I cannot exactly tell

Benjn Johnson

Bedford County to wit

The above affidavit subscribed & affirmed to at the time & place above stated

Balda M Daniel

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The affidavit of Benjamin Johnson of lawful age taken agreeable to notice at Samuel Johnsons in the County of Bedford the 23rd day of June 1827 to be read as evidence on the trial of an Injunction depending in the County Court of Bedford in which Samuel Johnson is Complainant and James Cox administrator of Ann Cox dec^d is defendant this affiant ~~being first sworn~~ first solemly affirming says that to the best of his recollection Valentine Cox departed this life the 27th day of Dec. 1813 and Ann Cox his widow the 29th Nov. 1823 and the said James Cox his son was married and lived on the same plantation at the death of his father and had the management of the estate and still lived with his mother upon part in the crops and to the best of my recollection the first two or three years he James was to have one third of the crops then they made a new bargain and James was to have half the crops and to be equal in the expence, and this affiant further says that they made good crops of Corn wheat & Tobacco also bought ~~[illegible]~~ & Corn for sale over and above a sufficency for their family Consumption

Quest. 1st. By Deft. Do you know that I owed Ann Cox at the time of her death, any sum of money on account of those crops said to have been made in partnership with her?

Answer — no I know nothing about that of my own knowledge

Question 1st by the Compt. do you know that the said James Cox made any other crops besides what they were in partnership in

answer — I do not know as he did

Quest. By Complt. What distance did you live from Ann Cox's?

Answer — About a mile.

~~Quest by the same~~

Geo. W. Martin

Bedford County, (To wit)

The above affidavit subscribed and sworn to ~~before~~ at the time and place above named.

Barton M. Daniel

Johnson

vs

Affs

Coxs admr

10

The affidavit of George Martin, of lawful age, taken agreeably to notice, at the house of Lemuel Johnson, in the County of Bedford, on the 23d of June, 1827. to be read as evidence on the trial of an injunction depending in the County Court of Bedford, in which Lemuel Johnson is complainant and James Cox, administrator of Ann Cox dec.d, is defendant. This affiant, being first sworn, saith that he became acquainted with the said James Cox in May, 1820; and that, in the Spring following, he understood from the said James Cox, that he ~~and the~~ the said Ann Cox were in partnership in cropping, but on what terms he did not learn.

Quest. 1st. By complainant — Do you know of the said James Cox's making any crop of Corn, wheat, or tobacco, during the lifetime of the said Ann Cox, except in partnership with her?

Answer — No. I do not from the time of my fi[illegible] acquaintance, as above

Quest. By Deft. — Do you know but that I did make a crop or crops, not in partnership with Ann Cox?

Answer — No. I do not know that you ever made another in partnership with her after the one above mentioned.

Quest. By Deft — Do you know that I owed Ann Cox, at the time of her death, any sum of money on account of those crops said to have been made in partnership with her?

Answer — No, I do not know that you did.

Quest. By Deft — Have you any good reason to believe that I did owe her any money on that account?

Answer — No, I have none.

Quest. By Cmplt. Do you not believe that, if James Cox had have made any crop or crops not in partnership with Ann Cox, you would have known it?

Answer — It is possible that I might, or that I might not.