

1828-070  
Loudon Co.

CHANCERY CAUSES: UREAH McKNIGHT'S  
ADM. Vs. JACOB HUMPHREY, S  
ADMEX

M6598

JOHN THOMAS JR, admr  
SARAH HUMPHREY, admx

depositions - Abner Humphrey  
Elizabeth Baldwin  
Thomas Humphrey  
Wm Bunnal/Bonnell

To the Worshipful Court of ~~the~~ <sup>County</sup> ~~County~~ a  
Chancery sitting <sup>publicly</sup> complaining <sup>Sheweth</sup>  
unto your worships your Orator John Thompson  
who has made as <sup>some</sup> of what <sup>is</sup> <sup>at</sup> <sup>test</sup>  
to: That some time in year your Orator  
testate what <sup>is</sup> <sup>at</sup> <sup>test</sup> executed his bond  
for 40 Dollars or thereabouts to Jacob Humphrey  
that since that period a suit ~~was~~  
brought on said Bond by Jacob Humphrey  
the <sup>adversity</sup> <sup>of</sup> <sup>said</sup> <sup>Jacob</sup> <sup>is</sup> <sup>a</sup> <sup>judgment</sup> <sup>of</sup> <sup>the</sup> <sup>Court</sup>  
obtained, which <sup>judgment</sup> was obtained without  
the knowledge of your Orator, the Cause having  
been laid out as an <sup>undisputed</sup> <sup>one</sup>, <sup>as</sup> <sup>is</sup> <sup>shown</sup>  
by <sup>his</sup> <sup>own</sup>  
your Orator further declares to your worships  
that had he been aware of the trial of  
said Cause he <sup>privily</sup> <sup>believe</sup> he <sup>would</sup> have been able  
by documents in his possession to have established  
a Credit, which has not been allowed him  
your Orator further shews to your worships  
that by the Court which has been pursued in the  
Cause he has been deprived of the advantage  
which would have been allowed him of depending  
this suit under the Pleasings available by  
a <sup>sum</sup>  
To the end therefore that Justice may  
be done & that your Orator may have an  
opportunity afforded him of depending himself  
in Chancery, when his remedy alone is un-  
satisfactory, your Orator Prays the Commission  
most graciously writ of <sup>Superior</sup> <sup>Court</sup> <sup>of</sup> <sup>the</sup> <sup>County</sup> <sup>of</sup> <sup>the</sup> <sup>County</sup> <sup>of</sup> <sup>the</sup> <sup>County</sup>  
said Humphrey <sup>adversity</sup> <sup>of</sup> <sup>said</sup> <sup>Jacob</sup> <sup>is</sup> <sup>a</sup> <sup>judgment</sup> <sup>of</sup> <sup>the</sup> <sup>Court</sup> <sup>of</sup> <sup>the</sup> <sup>County</sup> <sup>of</sup> <sup>the</sup> <sup>County</sup> <sup>of</sup> <sup>the</sup> <sup>County</sup>

from proceeding further with the <sup>in</sup> ~~in~~ <sup>affirmed</sup>  
the same can be heard in Chancery, when  
such matters are properly cognizable  
as you order a writ to be issued into an ~~Order~~

London County Court

Personally appeared before me this day John Thomas  
a son of Miss Wright & made <sup>affirmation</sup> ~~affirmation~~ to the truth  
of the within allegations given as an ~~my hand~~  
and the 10<sup>th</sup> day of Dec. 1822

John Wm. Calley  
J.P.

Injunction perpetual as to \$20  
Judg. as to award filed  
each party pay his  
own costs

M Wrights adm  
3<sup>rd</sup> Dec of Injunction  
Hampshires adm

1822 Dec 10<sup>th</sup> Bill filed and  
Injunction Granted bond to be  
given in City Office in ten days  
from this day

<sup>17<sup>th</sup></sup>  
Dec-14 Bond given  
release of writ filed

1823 Feb 4 Annues filed  
Notice to dissolve

1827 May 15<sup>th</sup> Case set  
for final hearing award  
having been returned

1828 June 10<sup>th</sup> perpetual  
as to \$20 Judg. award filed  
each party pay his own costs

Even if

Virginia to wit. Among the proceedings of the County  
Court of Loudoun in Chancery the following to wit

Shm Thomas adm<sup>r</sup> of Uriah McKnight dec<sup>d</sup> }  
res } in day  
Sarah Humphrey adm<sup>r</sup> of Jacob Humphrey dec<sup>d</sup> }

To the worshipping Court of Loudoun County in Chancery  
sitting. Humbly Complaining sheweth unto your  
worships. your Orator Shm Thomas p<sup>r</sup> who has qualified  
as adm<sup>r</sup> of Uriah McKnight dec<sup>d</sup> That some time  
in year. your Orator's attestate Uriah McKnight  
Executo his bond for \$40 or thereabouts to Jacob Hum-  
phrey that since that period a suit was brought  
on said bond by Sarah Humphrey the adm<sup>r</sup> of  
said Jacob whom your Orator prays may be made  
Defendant hereto with apt words to charge &c and  
a judgement and Execution obtained, which judg<sup>t</sup>  
was obtained without the knowledge of your Orator  
the Cause having been laid out as an undisputed one  
as he is informed by his Counsel. your Orator further  
declares to your worships that had he been aware  
of the trial of said Cause he verily believes he  
would have been able by documents in his possession  
to have established a Credit which has not been  
allowed him. your Orator further shews to your  
Worships that they the Cause which has been

pursued in this cause he has been deprived of the advantage which would have been allowed him of defending this suit under the pleadings available by advrs. — To the end therefore that Justice may be done and that your Orator may have an opportunity afforded him of defending himself in Chancery where his remedy alone is. Under existing circumstances. Your Orator prays the Commaidcells most gracious writ of Dep: Injuring the said Sarah Humphrey ~~admo~~ ~~affidavit~~ and all other persons from proceeding further with the execution aforesaid till the same can be heard in Chancery where such matters are properly Cognizable. And Your Orator as in duty bound will ever pray.

Loudoun County to wit

Personally appeared before me this day John Thomas J.P. advr of Uriah McKnight and made affirmations to the truth of the within Allegations given under my hand and Seal this 10th day of Dec. 1802

John H. McCabe J.P. Seal

Deft's Answer is in the following words

The Answer of Sarah Humphrey admo of Jacob Humphrey to a bill of Complainant preferred against her by John Thomas J.P. advr of Uriah McKnight dec in the

County Court of Loudoun on the Chancery side thereof. Respondent making the usual ~~and~~ reservations in answer to said Bill saith that she believes that Uriah McKnight was justly indebted to her intestate the full amount of the note on which Judgment was recovered by her at Law and which is now unpaid. Subject however to the following Credits Viz 5 \$ entered on the note 10 \$ on open account 5 \$ in a note which she understands is now held by Complainant and which when produced and delivered to her Respondent is willing to credit on her account so as thereby to make an entire Credit of \$20 on the whole ~~received~~ when said five dollar Note is delivered and she prays that said Credits may be entered on the record under the above restrictions. She was always ready to allow said Credits and often requested Complainant to settle the matter which he failed to do. As therefore he was totally negligent in the trial at Law and assigns no legal reasons for his failure, altho he says that his vouchers were in his possession. She prays that after allowing the said Credits the aforesaid injunction may be dissolved at Complainant's costs and that she may be hence discharged.

J.P. Paley for Deft

Loudoun County <sup>Act</sup>

On the 14<sup>th</sup> of January 1823 Sarah  
Humphrey came before me a Justice of the Peace  
for said County and made Oath that the within  
answer is true Given under my hand this 14<sup>th</sup> Day  
1823  
The Landers.

The following is a Copy of the Depositions filed  
The Deposition of Abner Humphrey of lawful age  
taken pursuant to Notice on the first day of March  
1823 at the house of Benjamin Grayson which  
deposition is to be read in evidence in the trial of  
an injunction suit now depending in the County  
Court of Loudoun in which suit Sarah Humphrey  
administratrix of Jacob Humphrey dec'd is plaintiff  
and John Thomas and Uriah McKnight is  
defendant. This Respondent being first sworn  
deposed and said in answer to the following  
Questions

Q<sup>d</sup>. Question by the plaintiff. What do you know relative  
to a note given to Jacob Humphrey by Uriah  
McKnight for about \$42.

Answer said time after the death of Jacob Humphrey  
Uriah McKnight called on me and asked me  
if I was not the adm<sup>r</sup> of said Humphrey at the  
same time stating that there was a note ~~of~~

giving by him to said Humphrey dec<sup>d</sup> that he was at  
that time straitened for money (and) unable to pay  
the money but that soon as he was able to pay the  
balance of the money he would do so he at the same  
time stated that the note should have a credit of  
\$20 which he had paid said Humphrey dec<sup>d</sup> through  
the hands of Clara Ashford. My reply to McKnight  
was tho. that I was not the adm<sup>r</sup> of said Humphrey  
but that said Humphrey the wife of Jacob  
Humphrey had administered as the Estate and  
advised him to write to Ashford (and) obtain evidence  
of his having paid \$20 towards the note (and) in  
his producing such testimony to the administratrix  
she would give the credit as the note. McKnight  
afterwards obtained the evidence by letter from  
Ashford (and) the note was credited for \$20 I believe  
I questioned by the same, was there any credit  
on the note at the time of this conversation with  
Anah McKnight's adm<sup>r</sup>. Answer, there was a  
credit on the note of 5 \$ which I believe to  
have been in the hand writing of Jacob Humphrey  
dec<sup>d</sup> and further this deponent saith not.  
Almer Humphrey

The Deposition of Elizabeth Baldwin taken at  
the same time and place and for the same purpose  
who being just sworn saith



That some short time before the settlement of Jacob  
Humphrey's Estate she was a witness to a conversation  
between Uriah McKnight and Sarah Humphrey  
the adm<sup>r</sup> related to a note due the estate by  
said McKnight. that McKnight acknowledged there  
was a balance due on the note which he would  
pay and take up his note and further this agreement  
said that  
Elizabeth + Paldwin  
marks

Deposition of Thomas Humphrey taken at  
the same time and place and for the same purpose  
who being sworn deposes and says that in  
~~Middlebury~~ the year 1819 he saw Uriah McKnight  
in Middlebury who requested him to state to Sarah  
Humphrey the adm<sup>r</sup> of Jacob Humphrey dec<sup>d</sup>  
that so soon as he could get the deposition of Aaron  
Ashford respecting a note which he had given to  
Jacob Humphrey dec<sup>d</sup> he would call and have  
a final settlement with her and pay the balance  
due from him on the note. McKnight also  
requested to ask said Sarah Humphrey not to pay  
off the note nor institute a suit as before  
he could get the deposition of Aaron Ashford  
that he had written to him for it.

Question by the plaintiff what was the amount  
that McKnight intended the note should have

credit for as having been paid through the hands  
of Ashford Answer \$20

McKnight stated that the administrators had informed  
him the note had no credit and that his objection  
in endeavoring to get the deposition of Ashford  
was to prove that the note was entitled to a  
credit of \$20 - and further this agreement said  
not  
J. H. Humphrey

Loudoun County Terr<sup>y</sup> the foregoing depositions  
were sworn and subscribed to before us justices  
of the peace in said County given under  
our hands and seals this 1<sup>st</sup> March 1823

John Grayson (Seal)  
John W. Grayson (Seal)

Affidavit of William Purnell of lawful age taken  
at the office of A. B. Powell agreeable to notice  
on the 11<sup>th</sup> day of February 1823 to be read as  
witnessed in the Chancery Court of Loudoun  
in a bill of injunction in which John Thomas  
of said of Uriah McKnight is plaintiff and  
Sarah Humphrey adm<sup>r</sup> of Jacob Humphrey  
dec<sup>d</sup> is defendant The deponent being first sworn  
deposes and says that he was at the falling  
Mill of Aaron Purnell in the year of 1818 and

He heard Sarah Humphrey apply to Sarah McKnight  
to take up a bond she had against him in  
some way and he McKnight replied the bond  
was settled and he could prove the settlement of  
it by Aaron Ashford, <sup>which he would obtain the deposition</sup> or that effect and at the  
same time Mrs Humphrey stated she was satisfied  
it was settled as to her own part but she wanted  
a voucher to file among the papers. Question by  
the defendant Did you understand me to say that all  
the bond was paid or only part. Answer. I understood  
all the bond was paid or settled. Question by the  
same What way did you understand the bond was  
settled or paid Answer. Through Aaron Ashford  
by McKnight's moving Ashford to the state of Ohio  
and that Ashford was to take McKnight's bond  
up from Humphrey and further south. Not  
John Pinnell

Loudon County Court The foregoing affidavit was  
subscribed and sworn to before me a Justice of the  
for said County and in the presence of the  
parties given under my hand and seal this 14<sup>th</sup>  
day February 1823.

A Gibson  
Alcopy Jno  
W. D. King

The answer of Sarah Humphrey adm<sup>x</sup> of Jacob  
Humphrey to a bill of complaint preferred  
against her by John Thomas Sr adm<sup>x</sup> of  
Wm<sup>h</sup> Mc Knight decd. in the County Court  
of Loudoun on the Chancery side. ~~Thereof~~  
Respondent making the  
usual reservations in answer to said bill  
saith that she believes that Wm<sup>h</sup> McKnight  
was justly indebted to her estate the full  
amount of the note on which pdgt was received  
by her at law & which is now unpaid,  
subject however to the following credits viz  
5 \$ endorsed on the note - 10 \$ on open account  
& 5 \$ in a note which she understood is now  
held by complainant & which when produced  
& delivered to her, respondent is willing to  
credit on her execution, so as thereby to make  
an entire credit of 20 \$ on the whole ~~note~~ <sup>execution</sup>  
when said 5 \$ note is delivered & she prays  
that said credits may be endorsed on the  
ex<sup>n</sup> under the above restrictions. She was  
always ready to allow said credits & often  
requested complainant to settle the matter  
which he failed to do. As therefore he was  
totally negligent in the trial at law & prays

no legal reason for his failure, although he says  
that his vouchers were in his possession, she  
prays that after allowing the said credits  
the aforesaid expunction may be dispensed  
at complainant's cost & that she may  
be hence discharged.

L. P. A. Ballew for  
Def.

Sheridan County, Neb

On this 14<sup>th</sup> of July 1823 Sarah Humphrey  
came before me a Justice of the peace for  
said county & made oath that the  
within account is true - Given  
under my hand this 14<sup>th</sup> July 1823

Thomas Sanders

Thomas Adams  
vs  
The Sheriff  
Sheridan County  
Neb  
Brown field &  
Justice to depose  
his

The Deposition of Abner Humphrey, of lawful age taken pursuant to notice on the 1<sup>st</sup> day of March 1823 at the house of Benjamin Gayson, which deposition is to be read in evidence in the trial of an <sup>infant</sup> suit now depending in the County Court of Loudoun in which suit Sarah Humphrey administratrix of Jacob Humphrey de<sup>d</sup> is plaintiff and John the son of said deceased is defendant. This deponent being first sworn deposes and saith in answer to the following Questions

1<sup>st</sup> Question by the Plaintiff

What do you know relative to a note given to Jacob Humphrey by David McKnight for about \$42

Answer. Some time after the death of Jacob Humphrey David McKnight called on me and asked me if I was not the adm<sup>r</sup> of s<sup>d</sup> Humphrey, at the same time stating that there was a note given by him to s<sup>d</sup> Humphrey de<sup>d</sup>, that he was at that time straitened for money and unable to pay the money but that so soon as he was able to pay the balance of <sup>the</sup> money he would do so, he at the same time stated that the note should have a credit of \$20 which he had paid s<sup>d</sup> Humphrey de<sup>d</sup> through the hands of Aaron Ashford; my reply to Mr. McKnight was this, that I was not the adm<sup>r</sup> of s<sup>d</sup> Humphrey, but that Sarah Humphrey the wife of Jacob Humphrey had administered on the Estate, and advised him to write to Ashford and obtain evidence of his having paid \$20 towards the note and on his producing such testimony to the administratrix, she would give the credit on the note - McKnight afterwards obtained the evidence, <sup>by letter from Ashford</sup> & the note was credited for \$20 I believe

2 Question by the same was there any credit on the note at the time of this conversation with Uriah McKnight? Answer there was a credit on the note of \$5 which I believe to have been in the hand writing of Jacob Humphrey, de. - and further this deponent saith not *Homer Humphrey*

The deposition of Elizabeth Baldwin taken at the same time and place & for the same purpose who being first sworn saith

That some short time before the settlement of Jacob Humphrey estate she was a witness to a conversation between Uriah McKnight & Sarah Humphrey, the Admin<sup>r</sup> relative to a note due the Estate by s<sup>r</sup> McKnight, that McKnight acknowledges there was a balance due on the note which he would pay, & take up his note & further this deponent saith not

*Elizabeth Baldwin*  
deponent

The deposition of Thomas Humphrey taken at the same time & place and for the same purpose who being sworn deponent saith That in the year 1815 he saw Uriah McKnight in Middlebury who requested him to state to Sarah Humphrey the administration of Jacob Humphrey de.

That so soon as he could get the deposition of Aaron Ashford respecting a note which he had given to Jacob Humphrey? He would call and have a final settlement with her & pay the balance due from him on the note - McKnight also requested to ask s<sup>r</sup> Sarah Humphrey not to pass off the note nor institute a suit on it before he could get the deposition of Aaron Ashford, that he had written to him for it

Question by the J<sup>ff</sup> What was the amount that McKnight contended the note should have credit for as having been paid through the hands of Ashford? Answer \$20

McKnight stated that the administrator had informed him the note had no credit, and that his object in endeavouring to get the deposition of Ashford was to prove that the note was entitled to a credit of \$20 and further this deponent saith not.

*Sarah Humphrey*  
deponent

Given under my hand and seal this 1<sup>st</sup> March 1823

*John Grayson*  
deponent

Recd Letter 23<sup>rd</sup> March 1895

H. L. Woodford

Charles Binns Esq

Clerk of Loudoun Co

Leesburg Va

Affidavit of William Burras  
of 24 years age taken at the office of  
J. B. Powell agreeable to motion  
on the 14 day of February 1823 to be  
read as evidence in the Chancery  
Court of London in a bill of injunction  
in which John Thomas Jr Administrator  
Wm Knight is Plaintiff and  
Sarah Humphrey Administratrix of  
Jacob Humphrey is Defendants  
The deponent being first sworn deposes  
and saith that he was at the  
Milling Mill of Iron Burras in the  
year of 1808 and he heard Sarah  
Humphrey apply to Wm Knight  
to take up a ~~for payment of a Bond~~ she held against  
him in some way and he thought  
refused the Bond was settled and he  
could prove the settlement of it by some  
Witness which he would abate the  
the deposition of to that effect and  
at the same time some Mr Humphrey  
stated she was satisfied it was settled  
to her own profit but she wanted  
a voucher to file among the papers



Question by the Defendant

Did you understand ~~to hear me~~  
to say that all the bond was paid  
on only of or to

Answer

I understand all the bond  
was paid on Delta

Question by the same

What way did you understand  
the bond was paid or paid

Answer

through Baron Ashford  
by Wright's moving Ashford  
to the State of Ohio  
and that Ashford was to  
take Wright and paper  
with Cumptrey

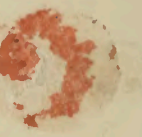
and further said not  
Wm. Bonnel

Lawdow County Iowa

The foregoing affidavit was  
subscribed and sworn to before me  
a Justice of the Peace for said County  
of Iowa and in the presence of

The Parties given per under my  
hand and seal this 14 day February  
1820

H. Gibson

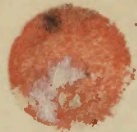


W. H. Hights Adm  
24  
E. Humphreys  
Adm

Received, sealed this  
10<sup>th</sup> day of March 1823  
W. H. Hights Adm

Chorley Binny Esq

State of  
Louisiana



Loudoun County to wit

Personally appeared John Thomas  
in and of that shire, this day  
before me a Justice of the Peace in &  
for the County aforesaid and made  
Oath in due form of Law, that he  
has a legal defence to make in the  
suit lately pending in the County Court  
of Loudoun in which Sarah Humphrey  
a party of Humphrey vs. Pff and  
he self. And he verily believes that  
the said cause was laid before the jury  
as an undisputed case, as he is  
informed by his Counsel. His defence  
is that he is entitled to further credits  
than those entered on the Bond upon  
the said mortgage as witness my  
hand and seal this 10<sup>th</sup> day of Decr 1822

Thos. French

I will allow Mr  
Powell until  
Sunday next to  
file his impetition  
& in the interim  
the Sheriff is  
hereby required  
not to proceed in  
the same until  
~~that time~~  
<sup>then</sup>

L. P. M. Baker

Dec. 10 1822

We the undersigned pursuant to an order from the  
Court of Loudoun County, to settle a matter of controversy  
between John Thomas administrator of Miriah Mc-  
neight d<sup>d</sup> and Sarah Humphrey administratrix  
of Jacob Humphrey d<sup>d</sup> have this Day examined  
the testimony adduced to us by the parties and  
award in the case as follows. That a note given  
to the s<sup>d</sup> Sarah Humphrey d<sup>d</sup> by the s<sup>d</sup> Miriah  
Mcneight d<sup>d</sup> in which a suit was instituted  
by the s<sup>d</sup> Administratrix is entitled to a credit  
of Twenty Dollars through Aaron Ashford  
on the first Day of July 1806; and we further award  
and adjudge that the balance of s<sup>d</sup> note well  
into is due the estate of s<sup>d</sup> Jacob Humphrey  
d<sup>d</sup>. Given under our Hands this 19<sup>th</sup> Day  
of December 1815

Ben. Grayson

J. M. Grayson

Wm. Daouaugh

To  
The Clerk of Loudon County

Leesburg



Mr John Thomas adm<sup>r</sup> of Meah M<sup>r</sup>: Knight

Take notice that on the  
first Saturday of March next between sunrise  
& sunset of that day I shall take the deposition  
at Ben Grayson's Dr. in said County  
of Abner Humphrey, Hugh Smith, Thomey  
Humphrey & Elizabeth Baldwin to be read  
in evidence in an injunction case now  
pending in the County Court of Loudon  
wherein you are Complainant &  
I am Defendant.

Feb. 13. 1823

Sarah Humphrey  
adm<sup>r</sup> of Jacob Humphrey

Loudon County - Va

They & of Jesse Wright come  
before me and made solemn affirmation  
that he read the will of John  
Thomas Jr and Hugh Smith and inform them  
the purpose thereof given per  
my hand this 14 day of February 1823

J. Wilson



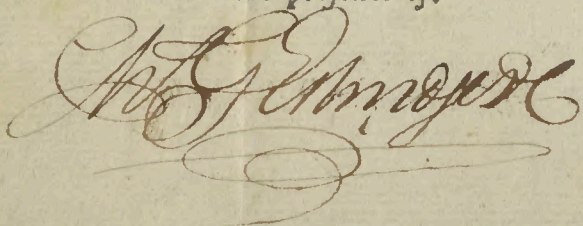
KNOW all men by these presents, That we *John Thomas adm<sup>r</sup> of Uiah Mc Knight*  
and *S* *Admin<sup>r</sup> of Jacob Humphrey adm<sup>r</sup>* are held and firmly bound unto *Sarah Humphrey*  
in the full and just sum of *One hundred and*  
*Eighty eight dollars* to be paid to the said *Sarah Humphrey adm<sup>r</sup> of Jacob Humphrey adm<sup>r</sup>*  
certain attorney, heirs, executors and administrators, to which payment well and truly  
to be made, We bind ourselves and each of our heirs, executors and administrators joint-  
ly and severally, firmly by these presents. Sealed with our Seals and dated this *14<sup>th</sup>*  
day of *December* one thousand eight hundred and *22* and in the *47<sup>th</sup>*  
year of the Commonwealth.

Whereas the above bound *John Thomas adm<sup>r</sup> of Uiah Mc Knight adm<sup>r</sup>* hath prayed &  
obtained an Injunction in Chancery, to stay proceedings on a judgment - obtained  
by the above named *Sarah Humphrey adm<sup>r</sup> of Jacob Humphrey adm<sup>r</sup>* and  
yet the said *John Thomas adm<sup>r</sup> of Uiah Mc Knight adm<sup>r</sup>* did at August  
term 1822 for the sum forty two dollars & eleven Cents but from 28<sup>th</sup> Sept<sup>r</sup>  
1805 the said - or for \$5 pd ann<sup>l</sup>

besides the costs

Now the Condition of the above obligation is such that if the said *John Thomas adm<sup>r</sup> of Uiah Mc Knight adm<sup>r</sup>*  
shall pay and perform the decree of the court of London,  
and pay all costs if he shall be cast therein, then the above obligation to be void,  
else to remain in full force,

Signed, Sealed and acknowledged  
in the presence of.



*John Thomas* (Seal)  
*John Thomas* (Seal)  
*John Thomas* (Seal)  
*John Thomas* (Seal)

Fordover County to wit

This day the within named Mr Thomas personally appeared before me Chas G. Edwards D.C. and made oath that all the his debt debts are paid & there for which he is bound he is worth the pecuniary of the within mentioned Bond given under my hand this 14<sup>th</sup> day of Decr 1822

Chas G. Edwards D.C.

At length admt  
to ~~the~~ J<sup>th</sup> J<sup>th</sup> Bond  
Humphreys Bond

Fordover County to wit

I the Thomas a Son of Wash. M<sup>th</sup> Wright are as hereby shown and severer good claims with such Humphrey Bond of J<sup>th</sup> Dec<sup>r</sup> 1822  
Humphrey and all manner of error and waste of error mispersons  
instruments against & against the Kings & otherwise made committed or  
done at law or in or about the within judgment given under my hand  
Place this 14<sup>th</sup> day of Decr 1822

John Thomas pr

(Signed)

Lancaster County to wit

Nov 15<sup>th</sup> 1823

Wm McKnight admr

In Chancery

<sup>vs</sup>  
Humphreys admr.

By Consent of parties this  
Cause is referred to Benjamin Grayson Jno W Grayson  
Wm Brown and Francis Mc Luett or any three  
of them either party giving ten days notice

A Copy Test

James M

Mr. John Thomas Junr.

Take notice that on ~~Saturday~~ <sup>Monday</sup> the 19<sup>th</sup> Day  
of this month at the House of Tilden Berch in  
The Town of Union I shall attend before the stipendiary  
-tors in the case between you as Administrator of  
Uriah McNight Pl<sup>t</sup> & myself as Administra-  
-tor of Jacob Humphrey dec<sup>d</sup>. Defendant. To hear  
the matter between us relative to the said Controversy  
- decided

Sarah Humphrey adm<sup>r</sup>  
of  
Jacob Humphrey dec<sup>d</sup>.

5<sup>th</sup> Dec. 1825-

London town  
That I Humphrey made oath  
before the subscriber a Justice of the peace for  
S County that on the 7<sup>th</sup> day of December  
1825 he delivered to the wife of the within  
named John Thom a true copy of the within  
notice Given under my Seal and this 19<sup>th</sup> day  
of December 1825

John W. Grayson

THE COMMONWEALTH OF VIRGINIA to the sheriff *Loudoun*

county greeting.

We command you *that you summon Sarah Humphrey*  
*widow of Jacob Humphrey decd*

to appear before the justices of our county court of Loudoun  
in chancery at the court house thereof on the second Monday in *Jan'y*  
next, then and there to answer a bill *in Chancery retuled agt*  
*her by his Thomas admr of Jacob M Wright and*

and this *she* shall in no wise omit under the penalty of 100l.

And have then there this writ. Witness Charles Binns, clerk of our  
said court the *14<sup>th</sup>* day *Dec* *1822* and in the *47<sup>th</sup>* year of  
the commonwealth.

*Charles Binns*

995

Mr Wright don't pay  
to 3<sup>rd</sup> ship  
Humphreys don't pay

To Janry 1823

Powry

11

Received  
John W. T. 27