

Ivey et al. v. Coleman, Executor

Transcription

(This manuscript was transcribed and edited on FromThePage, June 2023.)

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4 Div. 4445

Mary J. Ivey et al vs A.A.Coleman Filed January 8. 1867 Jn° D Phelan Clk

Index Reversed & Remanded, 14 June 1868 Judge J. n Page Account, filed on partial Settlement of 11" June 1860. 2, 3, 4 & 5. " first filed for final settlement 1. " filed as amended acct for final Settlt. 6, 7, 8, 9, and 10 Accounts Current, between Ex^r & Gary Maggard & Co. 37 & 38. Acct of Sales. 40 to 44. Admissions by Contestants m. f. 803 That the \$150. item in V 81/2 is correct.....14. That Gold value of Confed^r money to amt of V^s 84. 85. & 86 would be just.....} 17. By Gdn ad mitem of payment to Gen^l. G'dn of amt of decree of 11" June 1860...} 52. That Ex^r had given Nohce ad required by} Sections 1734 & 1735 of the Code...} 52. Admissions by Executor, That written Statement amounting to} \$16.500 32/100 was in his handwriting} 10. That endorsement on 2 rec'ts of widow for \$2150. & \$2465, was in his handwriting} 11. That rect. of widow for \$150. was in his handwriting.....} 12. That his letter to Shearer on pp 12 & 13, was in his hand} 13. That Dillard J. would if present testify that widow rec^d. no money when she sign^d } the rec^t for amt of Decree of 11" June 1860 } 13. That a credit of \$2350.00 on widows rect for \$7475.21/100 was in his handwriting } 12. Affidavits To acct first filed for final settlemtn 2 & 3. First made to amended acct.....10. Second one made to do (Ex. D) 46. Agreement of Counsel relative to acct. current of Gary Maggard & Co. with Ex^r.....} 39. Appeal prayed for 55 & 56. Citation (copy of) 56. Certificate of Transcript 57. Decree. on partial Settlement of 11 June 1860 5 & 6. " on Report of funding 33. " " " of rect of Confed^r Money 32. " On acct of Sales 44 & 45. Final 52 to 55 Evidence, (besides the accts, affidts., decrees interlocutory & admissions above referred to) Jan'y 16, 1867 Cert Prp

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The State of Alabama Sumter County } Probate Court To A.A. Coleman, or his Solicitors, Brooks & Nash - Greeting: Whereas, Mary J. Ivey and Martha A. Ivey, by her Guardian ad litem, Reuben Chapman, Jr., have taken an appeal from the Decree rendered by the Probate Court for said County, in the matter of the final settlement of the account of A.A. Coleman, Executor of Benjamin Ivey. dec'd;

Now, therefore, you are hereby cited to be and appear at the January Term, A.D., 1867, of the Supreme Court of the State of Alabama, to be held in the City of Montgomery, to defend said Appeal, if you shall think proper so to do.

Witness, my hand, this 1st day of December, A.D., 1866. Geo. B. Saunders, Judge of Probate

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Citation on Appeal, In the matter of the final settlement of A. A. Coleman's account as Exc^r of Benjamin Ivey, Dec^d Record in Office Dec the 1st 1866 and Executed Same day, on AA Coleman Esq & L. Bennett Shff of SC

\$615

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1.

The State of Alabama, Sumter County. In the matter of the Estate of Benjamin Ivy deceased. } Probate Court Special Term 13th October AD 1866.

Be it remembered that on this day came up to be heard & determined, the matter of Final Settlement of AA Coleman Executor of the last will & testament of Benjamin Ivy dec^d. on account current & vouchers; and said Ex^r. moves the Court to examine, audit & allow, his said account & vouchers in words & figures as follows, to wit; Account "Acct Current of AA Coleman Ex^r. of last will & testament of Benj Ivy dec^d. on final settlement of his Executorship. Amt reserved in hands of Executor on partial settlement

made on the __ day of __ as p^r Decree \$10.000.00 _____

4 West to WW Clark June 1860	509.00
Amt Sale town Lots in Gaston to MA Marshall	345.00

Accountant claims allowances as follows.

V. 1. Amt paid HB. Webb Guardian of Simon Donald 329.25 _____

2. Amt pad Wetmore & Smith atty's on Judgment

in Cir Ct Sumter, WA Mundy in Acct. as Ex ^r }	950.00
3. Am ^t paid MI Ivy for Tombstone	260.00
4. " " W ^m Beggs tax collector	100.00
5. " " " " " "	54.99
6. " " " " " "	87.50
7. " " GB Saunders Register	68.87

Am^t funded in Confederate Bonds 1 April 1864 10.000.00 _____

Filed 26th Febry & set for 26th March 1866. 1st Minutes 11. p 388.

The State of Alabama Sumter County } Before me G.B. Saunders Judge of Probate for said County, personally appeared AA Coleman, who certifies on oath that the within account is true, to the best of his Knowledge and belief. The distributees of said Estate, are Mary Ivy the widow of deceased, and Martha Ivy, a minor, both

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residing in the State of Mississippi. The widow near Lauderdale Station in Lauderdale County, the minor at Meridian in Mississippi. (signed) AA Coleman. Sworn to, and subscribed before me 6th Oct^r. 1866. Geo B. Saunders Judge of Probate. thereupon, the said Mary J Ivey by attorney, & Reuben Chapman Guardian ad litem of Martha A Ivy, severally object to the allowance of said account, as stated, and contest the same. And both parties announcing themselves ready for trial, & it appearing to the satisfaction of the Court, that said Ex^r. had, on the 11th day of June AD 1860, made what purported to be a partial settlement of his said Executorship, & the Contestants insisted that said account of partial settlement and decree thereon, in words & figures as follows, to wit;

Partial Settlement June 1860 AA Coleman Ex^r. of the last will & testament of Benj Ivy, in Account Current on partial settlement, Accountant is chargeable as follows to wit,

Note of JW Hall & Int (less atty's fees) mentioned in Inventory	97.66
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Judgment in Cir Ct of Sumter, B Ivy vs TR Crews Ad ^r .	2263.00
Note Tho ^s . Praytor (in Inventory)	27.00
Am ^t from TA Vestal on settlement of farming partnership	14.70
To Am ^t acct Sales of Cotton Crop of the year 1858.	5992.10
Amt. Acct Sales of the personal property of the	56.510.90
Acct Sales of the Real Estate	14.370.00
Interest on 2 last items to 20 Dec ^r 1859	5670.47
Am ^t proceeds JP Smith's note due Vestal & Ivy in N Carolina	1535.45
Am ^t Note WW & JB Shearer due 15 Feby 1860	8200.00
Interest on Same	847.33
Note of WS Tureman & Int (Inventory)	167.00
" " EJ Palmer " "	250.00
" " Interest on note of Palmer	37.50
" " JD M ^c Sween "	55. 50
" " Int on Same "	6.82
" " JR Lavender "	66.07
Interest of same	3.08

Mentioned in Will }	2150.00
<hr/>	
Int on funds of Estate since 20 Dec ^r . 1859	1000.00
	\$99.264. 58

Accountant claims allowance for the following disbursements, to wit.

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Voucher		
1	Amt paid Ivy's note to Jones & Int	938.66
2	TR Crews Adm ^r . of Jones	283.56
3	Jud ^t . of Nash Adm ^r vs Ivy	565.85
4	RD Shackelford	7.37
5	B.Y. Ramsey	25.00
6	Dainwood & Nichols	700.00
7	O Rockwell (school bill)	26.83
8	S.E. Catterlin	4.59
9	Leodicia Allison	35.25
10	R Johnson note to Shearer	287.81
11	WW Shearer & Co acct	658.33
12	ME Mason	5.65
13	Judge Dillard	25.30

14	W ^m Lockard & Co	181.25
15	Dainwood & Co	5.75
16	W ^m K Ushick	62.00
17	Shearer & Lake	66.80
18	Southern University	500.00
19	CB Anderson	30.40
20	James Hair	79.20
21	A Thetford Note	1049.76
22	Isaac Swann	725.76
23	Old Sukey (Midwife)	6.00
24	Chiles & Brassfield	6.25
25	HD Gibbens	11.10
26	Judge Dillard (Costs)	25.10
27	Taxes for 4 years	109.65
28	Judge Dillard (Costs)	13.80
29	Sumter Democrat	5.00
30	Same	5.00
31	HB Leverett	13.15
32	Susan Davis	6.83
33	DH Trott	5.15
34	RR Moore	378.68
35	John Geiger	10.65
36	John A Praytor	3.15
37	RC Howie	4.00
38	JH & RD Webb	162.30
39	Same	6.15
40	Negroes for measuring Corn	14.00
41	Taxes	99.10
42	JH Short, clerk,	10.00
43	Houston & Campbell	18.52
44	" "	11.85
45	Gowdy Adm ^r . of Green	12.25

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46	Amt paid IL Scruggs	53.60
47	HH Harris	21.54
48	" "	18.90
49	Beggs	86.95
50	Sarah Lee	14.95

51	Taxes on Lot	3.60
52	LY Martins note	292.00
53	JC Houston & Co	44.50
54	JW Hall	20.11
55	Harris & Bro	32.77
56	Sumter Democrat	11.80
57	Cane Brake Gazette	12.50
58	JA Abrahams	14.78
59	F Blair acct to Shearer	22.35
60	RD Shackelford	7.70
61	WW Shearer Guard ⁿ W ^m Bishop	5,000.00
62	Messenger	3.15
63	Tho ^s . Shurley	10.13
64	Houston & Campbell	24.35
65	WW Shearer	2.50
66	WK Ustick	12.00
67	TJ Campbell	16.65
68	Ivy Shearer & Co	66.34
69	EF Lilly & Co	1,716.16
70	WW Shearer Gd ⁿ W ^m Bishop	3,960.79
71	S.F Nunnerly	13.50
72	Gary Maggard & Co	539.80
73	JR Tomkins	1.50
74	Judge Dillard	1.75
75	" "	3.25
76	GB Lowe	5.10
77	Beggs on Taxes	6.87
78	Mrs Ivy in value of Jack Blevins	}
79	Matilda & Lucy	} 2150.00
79	Brooks & Nash for Fees	43.16
80	HB Webb Guardian of Susan Donald	113.39
81	TJ Donald	638.11
	Cost of Settlement	16.65
	Court Costs heretofore	5.25
	Regular allowance	3193.00
	Extra Allowance	500.00
	Amount set apart for Tombstone to be so used	450.00
	Amount retained by Ex ^r . to meet pending & expected	

litigation }	10,000.00
Total Credits	\$42,128.85

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Brought over	42,128.85
Amount to Balance	57,135.73

Mrs M J Ivy's 1/2 is \$28,567.86 1/2 Martha Ivy's 1/2 is 28567.86 1/2

\$57,135.73 _____

paid heretofore to said parties by the Executor.

State of Alabama, Sumter County. I hereby certify that the foregoing is a just & true account of my Executorship of the Estate of Benjamin Ivy dec^d on a partial settlement of said Estate & that the only heirs are M^{rs}. MJ Ivy, widow of deceased, and Martha A Ivy his daughter & a minor under age.

Decree thereon Estate of Benj Ivy dec^d. June 11th 1860 This day came up for action & decree, by consent of AJ Arrington, who is appointed Guardian ad litem of Martha Ivy minor heir of said deceased, the account current & vouchers of AA Coleman sole acting Executor of the will of Benjamin Ivy deceased, for a partial settlement of said Estate, which upon a careful examination, shows a receipt of assets to the amount of 99.264 58/100 dollars, and disbursements Costs, charges and allowances, including \$57 00 under the will to carry Harriet & family to a free state & \$10,000 reserved to meet pending litigation, to the amount of 42.128 85/100 dollars, leaving for distribution among the heirs & legatees, a balance of 57.135 73/100 dollars, to be equally divided under the will between MJ Ivy, widow of deceased & Martha Ivy, child of deceased. And it appearing to the satisfaction of the Court, that said account is legally stated and properly avouched, and no person making any objection thereto; It is therefore considered, ordered & decreed, by the Court that the same be received, allowed, passed, recorded, and filed as a partial settlement of said Estate of Benjamin Ivy deceased. It is decreed by the Court that MJ Ivy, widow of B Ivy dec^d recover of AA Coleman sole Executor aforesaid the sum of 28.567 86/100 dollars. It is decreed that WWaldo Shearer, Guardian of Martha Ivy recover of AA Coleman Executor the sum of 28.567 86/100 dollars subject to a deduction for any amounts heretofore paid him. "Received of AA Coleman Executor of Benjamin Ivy deceased,

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the sum of Twenty eight Thousand five hundred and sixty seven 86/100 dollars in full satisfaction of the balance decreed to me on a partial settlement of said Benjamin Ivey's Estate in the Probate Court of Sumter June 11. 1860. In presence of AW Dillard sign^d. MJ Ivy

Endorsement Decree June 11. 1860 as stated, AW Dillard. M 10 P. 190 Recorded in Orphans Record Book N^o 18 Page 545 Sept 6th 1860. Attest AW Dillard Judge

was not prima facie evidence against then and the Executor conceded, and the Court ruled that the same was void; The Court thereupon ordered the Ex^r. to amend his account so as to embrace the items & matters in the account allowed in said partial settlement, which amended account is in words & figures as follows.

Exhibit A Amended Account AA Coleman Ex^r. of the last will and testament of Benjamin Ivy dec^d. in account current on Final Settlement. This accountant charges himself as follows. To Amt of JW Hall's note with int less atty's fees

Mentioned in Inventory } 97.66 -----

B. Ivy vs TR Crews Adm^r } 2263.00

Note on Tho^s. Praytor in Inventory 27.00

farming partnership } 14.70

Acc^t. Sale, Cotton Crop for the y^r. 1858 5.992.10

" " Personal property of Estate 56.510.90

" " Real Estate 14.370.00

the time when due } 5.670.47 -----

Vestal & Ivy in N Carolina } 1.535.45 -----

Feby 1860 } 8.200.00

Interest on Same 847.33

(in Inventory) } 167.00

" EJ Palmer 287.50

" J.D.M. Sween 55.50

Interest on Same 6.82

Note JR 66.07

Lavender

Interest on Same 3.08

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7.

= Matilda & Lucy
mentioned in will

2150.00

—	June 1860	To am ^t Sale of lands in T. 24 & 26. R 17. 4 west to	
—	" " WW Clark collected in CS. Treasury notes }	509.00	
—	" " " Town Lots in Gaston to MA Marshall		
—	" " et al uncollected. }	345.00	
—	May 28 1861	" " of interest collected of Gary Maggard & Co.	1118.42
—	" 31 "	" " " difference due from G. Maggard & Co. in Int	831.88

—	June 2 1862	" " of interest due from Gary. Maggard & Co.	706.85
—	Aug 15 1863	" " of " " " " " "	930.15
—	" " of interest allowed me by M ^{rs} Ivy for advance token	<u>910.11</u>	
—	" " of disbursements	103,619.99 <u>45,869.10</u>	
—	This amount subject to distribution	57,750.89	

of this sum Mary J. Ivy is entitled to \$28.875.44 1/2

and Martha A. Ivy is entitled to 28.875.44 1/2 57.750.89

Amt of debits brought down \$103.619.99

Sturdivant note included from 20 Dec^r. 1859 }

to date of Final Settlement. } 1.605.59

— \$105.225.58

Less Disbursements 45.869.10

— \$59.356.48

of this sum Mary J. Ivy is entitled to \$29.678.24

and Martha A. Ivy is entitled to 29.678.24 59.356.48

This accountant asks allowances as follows,

	By amt p ^d on Ivy's note to Jones with	
1.	Interest	938.66
2.	TR Crews Ad ^r of Jones	283.56
3.	Nash Ad ^r Jud ^t . vs Ivy	565.85
4.	RD Schackleford	7.37
5.	BY. Ramsey	25.00
6.	Dainwood & Nichols	700.00
7.	O Rockwell (school file)	26.83
8.	SE Cattalin	4.59
9.	Laodicia Allison	35.25
10.	R Johnson note to Shearer	287.81
11.	WW Shearer & Co account	658.33
12.	ME Mason	5.65
13.	Judge Dillard	25.30
14.	W ^m Lockard & Co	181.25
15.	Dainwood & Co	5.75

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8.

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v. 17	By amt p ^d Shearer & Lake	66.80
18	Southern University	500.00
19	CB Anderson	30.40
20	James Hair	79.20
21	A Thetford Note	1049.76
22	Isaac Swann	725.76
23	Old Sukey (midwife)	6.00
24	Chiles & Brassfield	6.25
25	HD Gibbens	11.10
26	Judge Dillard acct	25.10
27	Taxes for 4 years	109.65
28	Judge Dillard Costs	13.80
29	Sumter Democrat	5.00
30	same	5.00
31	HB Leverett	13.15
32	Susan Davis	6.83
33	DH Trott	5.15
34	RR Moore	378.68
35	John Geiger	10.65
36	John A Praytor	3.15
37	RC Howie	4.00
38	Negroes for	14.00
39	JH & RW Webb	162.30
40	same	6.15
41	Taxes	99.10
42	JH Shark (Clerk)	10.00
43	Houston & Campbell	18.52
44	same	11.85
45	Gowdy Adm ^r of Green	12.25
46	J.L. Scruggs	53.60
47	HH Harris	21.54
48	same	18.90
49	Beggs	86.95
50	Sarah Lee	14.95
51	Taxes on Lot	3.60

52	LY. Markin's Note	292.00
53	JC Houston & Co	44.50
54	J W Hall	20.11
55	Harris & Bro ^s	32.77
56	Sumter Democrat	11.80
57	Canebrake Gazette	12.50
58	JA Abrahams	14.78
59	F Blair a/c to Shearer	22.35
60	RD Schackelford	7.70
61	WW Shearer Guard ⁿ of Bishop	5000.00

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By amt p ^d Messenger	62	3.15
Thomas Shurley	63	10.13
Houston & Campbell	64	24.35
WW Shearer	65	2.50
WK Ustick	66	12.00
TJ Campbell	67	16.65
Ivy Shearer & Co	68	66.34
EF Lilly & Co	69	1716.16
WW Shearer Gdn of W ^m Bishop	70	3960.79
SF Nunnalee	71	13.50
Gary Maggard & Co	72	539.80
JR Tompkins	73	1.50
Judge Dillard	74	1.75
same	75	3.25
GB. Lowe	76	5.10
Beggs for Taxes	77	6.87
Brooks & Nash for fees	79	43.16
HB Webb Gdn S. Donald	80	113.39
TJ Donald	81	638.11
HB Webb Gdn Simon Donald	81 1/2	329.25
Sumter WA Mundy vi acct ^d as Ex ^r }	82	950.00
MJ Ivy for Tombstone	83	260.00
W ^m Beggs Taxes	84	100.00

same	85	54.99	
same	86	87.50	
¹⁸⁶³ Aug 15	„ This amt collected of Gary Maggard & Co in C S. Treasy		
—	Notes of which \$10.000 was funded in Confed S. }		
—	Bonds on 1 st April 1864 }	87	10.412.92
—	" This amt collected of WW Clark in C S. Treasy Notes }		
—	in 1864 less int then due & collected on it }	88	509.00
¹⁸⁶⁰ Jany 2	„ Acct Note Marshall et al uncollected & herewith filed	89	345.00
—	" " Legacy retained under will for Harriet & Family	90	5.000.00
—	Interest on Last item	91	100.00
—	Interest on payments as to Voucher	92	991.11
—	" Note RW Brewer et al. returned to Court uncollected	93	23.29
—	Interest on same	94	12.10 \
—	" Note S.H Chiles et al herewith returned uncollected	95	20.10
—	Interest on same	96	12.54
—	" Note JM Sturdivant et al herewith ret ^d uncollected	97	2320.00
—	Interest on same	98	1448.70
—	" Note I Ja ^s Lee et al. herewith returned uncollected	99	48.00
—	Interest on same	100	29.97
—	" Note BB. Little et al herewith returned uncollected	—	163.00
—	Interest on same	—	101.78

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By amt of Extra Compensation allowed Ex ^r for carrying slaves to a Free State & in carrying out the provision of the will }	500.00
Extra Compensation allowed Ex ^r for superintending & managing the plantation, slaves and other property. }	250.00
Allowed for atty's fees, services WM Brooks.	750.00
Commissions allowed Exec ^r .	4737.80
Costs of Advertising this settlement	6.00
Costs to Judge Dillard \$5.25 Judge Crews \$ 3.12	8.37
" " " M Connico \$3.00. Saunders 17.97 . Shff 4.86	<u>25.63</u>
Less the Note & Int of Sturdivant and others	\$49.637.80 3768.70
—	<u>\$45.869.10</u>

Affidavit I, AA Coleman Ex^r &c make oath and say, that to the best of my knowledge information & belief, the foregoing account with the following explanation is correct. M^{rs} Ivy accounted to me in a settlement for advancements made to her up to the 10th day of June 1860. I have charged myself with \$910 11/100 the amount of this interest though I am doubtful, whether I ought to do so or not; Under the impressin on adding up the account that the balance against me was \$5000. more than this, I filed in Court & credited myself with five notes, and the interest to date thereon, with which notes I had, though uncollected, charged myself; upon adding up this account again, I find that the account on the credit side was \$5000. more than I had first made it; and if all these notes remain to my credit there will be a balance due me, I therefore request the Court to allow me to withdraw the note, on Sturdivant & others from the credit side of said account and to retain the same as my own AA Coleman Sworn to & subscribed before me in open Court this 13th Oct^r. 1866. Geo B. Saunders, Judge of Probate.

Documentary Evidence And thereupon said Mary J Ivy offered in evidence a paper of which the following is in words & figures a copy, towit;

-----	---	----	---
" Value of negroes reserved	\$2150.00	Int 19 Mo ^s	\$272.57
" Acct sales negroes to you	2465.00	Int.	295.78
" Recpt 12 th Dec ^r '59	100.00	Int	4.00
" Recpt 3 ^d Aug ^t . '59	100.00	Int	6.60
" " 9 th Sept '59	150.00	Int	9.00
" " 17 Jany '59	500.00	Int	55.00
" " 5 Feby '60	5125.27	Int	145.20
" " 21 Feby '60	5000.00	Int	122.22
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\$16.500.32	-----		

The Ex^r admitted that said paper was in his handwriting.

She then offered in evidence a receipt of which the

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following is in words & figured, a copy towit; "\$2150. - Rec^d. 3^d day of November 1858, of AA Coleman Executor of the last will & testament of Benj Ivy deceased, twenty one hundred & fifty dollars, being received in Jack Blevins, & his wife Matilda, appraised at seven hundred & fifty dollars, & girl Lucy appraised at fourteen hundred dollars, said Negroes being received & taken by me at their appraised value under & by virtue of the will. Test JH Short Signed MJ Ivy,, and she proved the death of said Short, and that the attestation was in his handwriting.

She then offered in Evidence a receipt of which the following is in words & figures a copy, towit, "\$2465.⁰⁰ Rec^d. 20 Dec^r 1858, of AA Coleman Executor of the last will & testament of Benjamin Ivy deceased twenty four hundred & sixty five dollars, being received by me as an advancement by said Coleman to me as a portion of my share of the Estate of said Ivy, under the will, & I hereby authorize the Judge of the Probate Court on any settlement by said Coleman, to recognize this as a payment to me of said amount, the same to bear interest from this date. Test JH Short Signed MJ Ivy,,

She then proved the death of said Short & that the attestation was in his handwriting. Said two receipts were on one piece of paper, on the back of which was endorsed the name MJ Ivey, which name Exe^r admitted was in his handwriting.

She then offered in evidence, a receipt of which the following is in words & figured, a copy, to wit; "\$100. Rec^d. of AA Coleman, Ex^r. of the last will & testament of Benj Ivey dec^d. one hundred dollars as advancement in part pay of my distribution share of which I am to account for, on settlement with interest thereon. 12th Dec^r AD 1859. Test W^m Bishop signed MJ Ivy

And she proved by the attesting witness, who was duly sworn on this trial, that he delivered to Exr said last named receipt in pursuance of directions from her, and received from the Ex^r the amount of money therein specified. She then read in evidence a receipt of which the following is in words & figures a copy, towit;

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" \$100. Rec^d. Livingston, August 3^d. 1859, of AA Coleman Ex^r. of the Last Will of Benjamin Ivy, one hundred dollars, as an advancement of this date. (signed) MJ Ivey.

She then offered in evidence a receipt of which the following is in words & figures a copy, towit; " \$150. Received of AA Coleman Ex^r of Benj Ivey dec^d. One hundred & fifty dollars, as so much advanced by him to me as a legatee under said will and to bear interest from date. 9th Sept^r. 1859. (signed) MJ Ivey. And the Ex^r. admitted said receipt was in his handwriting. She then read in evidence a receipt of which the following is in words & figures a copy to wit; " Received January 17^h 1859, of AA Coleman Ex^r of the Estate of Benj Ivey dec^d. five hundred dollars as an advancement to me under the will of my distributive share, & I hereby authorize the Judge of the Probate Court, on any settlement to be made by said Coleman as Ex^r. of said Estate to recognize & allow this as a payment to me of this date. Signed MJ Ivey

She then read in evidence a receipt of which the following is in words & figures a copy, to wit; " Received of AA Coleman Executor of the Estate of Benjamin Ivy dec^d, Seven thousand, four hundred & Seventy five 21/100 dollars, as a payment to me as a part of my distributive share of said Estate, under the will of said Testator, to bear interest from this date, and which I am to account for on settlement. February 5^h 1860. Signed MJ Ivey on the face of which receipt & below the signature, were writted the words & figures, " This receipt is entitled to a credit of \$2350. " The Ex^r. admitted said Credit was in his hand-writing.

She then offered in evidence a letter of which the following is in words & figures a copy, towit; " " Livingston 14th March 1860 WW Shearer Esq^r. Mobile.

Dear Sir. I rec^d. your communication enclosing M^{rs}. Ivy's receipt for \$7475. 21/100 and would have answered it before, but have not seen before now, a proper opportunity to send down the notes. A day or two after

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you left, the father in law of D^r Knott paid me on his note \$2350.00, which you will see credited on the note. I have therefore endorsed on M^{rs}. Ivy's receipt above mentioned the said amount of \$2350. I send you by M^r. JH Gary the following notes, which M^{rs} Ivy's receipt was intended to cover. ie.

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Knott's Note with int to receipt	\$6490.00
EA Glover's " " " "	476.08
Ja ^s Bishop's " " " "	221.63
EJ Palmer's " " " "	<u>287.50</u>
\$7.475.21	

Credit by am^t p^d. on Knott Note 2.350.00

True am^t of M^{rs} Ivy's receipt 5.125.21

statement I could. M^r. Vestal falls some in debt to the Estate. He rendered me every information, and I am satisfied has acted honorably & fairly. I leave home on next Wednesday Yours &c A.A. Coleman. "

The Ex^r. admitted he had written said letter. She then offered in evidence a draft in words & figures as follows, towit " \$12.067.54/100 Livingston 11 June 1860 At sight pay to the order of Mary J Ivy, Twelve thousand & sixty seven 54/100 dollars, value received, and charge to account as Ex^r. of B Ivy Dec^d. to Gary Maggard & Co Mobile Ala } AA Coleman Ex^r. of B Ivey. and proved that said draft was duly paid. The Ex^r. admitted as evidence that Judge AW Dillard would testify that he was present, when Mary J Ivey signed a receipt to Coleman for the amount of the decree in her favor made on the 11th. day of June AD 1860, that he Dillard did not see any money paid her at that time; She admitted he had paid her in full of said decree, partly in said amount of Sixteen thousand five hundred 32/100 dollars, & the balance by said draft for Twelve Thousand & sixty seven 54/100 dollars.. Said guardian then offered in evidence, a letter of said Coleman in Words & figures, as follows, towit; " Livingston 12" June 1860 WW Shearer Esq^r. D^r. Sir. , On yesterday I made a partial settlement of Estate of B Ivey; the Judge made a decree against me in your favor as Guardian of Martha A Ivey, for Twenty eight thousand, five hundred & sixty seven 86/100

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14.

dollars. This am^t. is subject to a deduction of am^{ts}. heretofore hand you. On opposite page you will find a receipt for you to sign to close up that decree. Upon execution of this receipt & delivery to Gary Maggard & Co, they will place that am^t to you credit as Guardian; Matters stand

thus. Decree 11th June 1860 \$28.567.86

Am^t heretofore p^d you & interest 9.830.53

Am^t to be paid by GM & Co 18.737.33

to your credit same date. I leave in a few days for the North. Yours &c. AA Coleman. And Ex^r. admitted said letter was in his hand writing.

Motion by Contestants And said Mary J Ivey, and said Guardian ad Litem severally moved the Court to revise the interest account in said account pending; and, they severally objected to the amounts & items set forth, in Voucher Number 81 1/2, except the item therein of One hundred & fifty dollars, which they admitted to be correct, which

Voucher 81 1/2 Voucher 81 1/2 is in words & figures as follows; " Benj Ivy Guardian of Simon Donald D^r To HB Webb, now Guardian 10 May/58 Am^t rec^d from T.T. Donald Adm^r by s^d Ivy as Guardian, as appears

by Books in Probate Court } 75.64

Interest to June 1860 28.66

as shown by Books of Probate Court } 54.93

Interest 15.20

SB. Morgan evan \$135. This note was sued on and note rec^d until 10" March 1858,

am^t rec^d less fees. } 140.73

Interest to date 26.21
Credit, \$441.37

date, rendered on settlement of

AA Coleman on Ex^r of B Ivy. } 113.06 _____

\$52. & Interest, from 10 May '58 } 60.67 _____

have been due to Ivy as Guardian } 11.00 184.73

11 June 1860 Am^t due Donald Estate as p^r above } \$256.64

Credit by am^t mentioned in Voucher 80 on former

Settlement of AA Coleman as Ex^r of B Ivy } 113.39

amt due (over) 143.25

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15

143.25 _____

interest omitted by mistake in settlement of

Est of Ivy, with Est of Simon Donald } 150.00

Interest to date 36.00

\$329.25

" Rec^d of AA Coleman Ex^r of B Ivy who was Guardian of Simon Donald (\$329.25) Three hundred and twenty nine 25/100 dollars, due by Estate of Ivy to Estate of Simon Donald as per statement of account within. The \$143.25 within mentioned was mentioned in Voucher 80 in settlement of s^d. Coleman heretofore made as Ex^r of said Ivy as having been paid, was in fact omitted to be paid by mistake, and payment is now made to remedy that mistake, and is a true voucher to said Coleman as Ex^r. " 24" Dec^r. 1860. HB Webb Guardian of S Donald "

"The State of Alabama Sumter County. } Personally came Ja^s. B. Swann whose name appears to this affidavit, before me James M Lee as acting Justice of the Peace, in & for said County, & makes oath, that he hired from Benjamin Ivy, a negro man named Jarett, belonging to Simon Donald, a minor, for the year 1857, for which he paid to said Benjamin Ivy the sum of One hundred & fifty dollars. JB. Swann. All of the above facts sworn to & subscribed before me "James M Lee, Justice of the Peace, June 21st. 1860.

And they read in evidence in support of their objection V. 80 Voucher N^o. 80, which is in words & figures as follows; " Benj. Ivey Guardian of Simon Donald, D^r. To Henly B Webb. now Guardian of said Simon Donald. 10 May/58.1. Amt rec^d from TT. Donald adm^r by s^d. Ivy as Guardian as appears by Books in

Probate Court. } 175.64 _____

Jany 19. 1857. 2. Amt rec^d of Sarah C Donald adm^r. as shown by Books of Probate Court } 54.93 Interest }
15.20 10 March/58. 3. Amt of hire of Negro for year 1856 to SB Morgan was \$135. This note was sued on and
not rec^d until 10 March 1858, Amt rec^d, less fees. } 140.73 Interest to date } 26.21

(over) 441.37 _____

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16.

441.37 _____

Credit, By amt of Decree & interest to date rendered on Settlement of AA Coleman Ex^r. of B

Ivy } 113.06 _____

thereon from 10' May '58 } 60.67 _____

said Settlement } 129.25

Interest } 14.00

due to Ivy as Guardian } 11.00 } 327.98

\$113.39

The State of Alabama Sumter County. } I certify that the items 1 & 2 in within acc't appear of Record in the Probate Ct of Sumter, and I further certify that item No 3^d. for hire of Negro for year 1856, is correct, and a proper charge. AA Coleman

Sworn to & subscribed before me June 11. 1860. AW Dillard Judge

Rec^d of AA Coleman Ex^r of Benj Ivy dec^d. One hundred and thirteen 39/100 dollars, in full of the within acct. 11" June 1860. HB Webb.

Hire of 1857 not accounted for. AA. C. " And said Mary J Ivey, and said Guardian ad litem severally objected to the items and amounts set forth in vouchers, numbered 84, 85 & 86, which vouchers are in words & figures as follows, towit. " State of Alabama. 29. Collector's District, Vocuher No. 84 Received of AA Coleman Ex^r of Ben Ivey, the sum of One Hundred dollars on Credits, the amount of the said tax payable by him for the year for the year ending 31 Dec^r. 1863. March 1864 \$100.00 W. Beggs Collector for 29 District

Voucher No 85. "54.99. Received 17 day of March 1864, of AA Coleman ad^r of B Ivy, fifty four 99/100 dollars, for State and County Tax for the year 1863 W^m. Beggs TC Sumter County Ala

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17.

Vo. N^o 86. " Sumter County Ala. M^f. AA Coleman Ex^r. of Est of Ivey.

To amount of State Taxes for 1864. \$50.00

To amount of County Tax 75 per cent 37.50

\$87.50

W. Beggs Tax Collector

Objection They objected to those three Credits, on the grounds that they were paid in Confederate States Currency; and they severally offered to admit in place of those three credits claimed such a sum as would be equivalent to the value of said three amounts paid in Confederate Curreney when the same were paid respectively. And they objected severally to the Credit of Ten thousand four hundred & twelve 92/100 dollars, numbered 87, on said amended account; also, to the Credit claimed by him on said acct for five hundred & nine dollars numbered 88, 89, also to the Credit claimed by him for \$100.00 numbered 91, as interest on the \$5000.00 legacy to Harriet & family, and said Contestants severally moved the Court to charge the Ex^r. with

interest on said sum of Five Thousand dollars, from the 11th day of June 1860 up to this date on the ground there was no evidence that said legacy had ever been paid, and they offered in Evidence the Record of a suit in Chancery & decree thereon, in words & figures as follows, Towit.

Bill " To the honorable, the Chancellor of the Southern Chancery Division of the State of Alabama, humbly complaining shows unto your Honor, your Orator, Augustus A Coleman of Sumter County, in said State, I. That Benjamin Ivy, died in said County, in the year 1858, leaving a large real and personal Estate in said County, which he disposed of by a last will and testament, hereinafter mentioned. II That before the death of the said Benjamin Ivey, he duly executed and published his last will and testament, a copy whereof is hereto attached as part of this Bill. III That on the 18th day of October 1858, and after the death of said Benjamin Ivey, his last will and testament was duly and legally admitted to record in the Probate Court of said County. IV That, by the said will your Orator, and one WW Shearer were appointed Executors thereof; but the said Shearer

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declined to act; and letters testamentary upon said will were granted to your Orator alone, by the said Probate Court, on the 28th. day of October 1858; and your Orator is now acting as such Executor, and endeavoring to execute the provisions of said will. V. That by the 2nd. item of said will, said testator, devised and bequeathed, and directed as follows; " It is my will, and I direct my Executors, or either of them, so soon after my death as practicable, to take charge of, and convey my slave Harriet, and her children, Malvina, Aleck, John and Thomas, from the State of Alabama, to the State of Indiana or Illinois or Ohio, and upon reaching either one of those States, to allow said Slaves there to remain; and I hereby bequeath to my Exexecutors, or either of them, who may qualify as such, the sum of Five Thousand (\$5000.) on Trust, and for The uses following to wit; out of said sum is to be paid all expenses, which may arise in conveying Harriet and her children to either of the aforementioned States. The balance of said sum of money remaining is to be properly and safely invested, for the benefit and support of said Harriet and children, so that the interest annually arising therefrom may and shall be regularly paid over to said Harriet and her children, for their support and maintenance. Upon the faithful carrying out the provisions of this item of my will, I hereby discharge my Executor or Executors from all responsibility to any person whatsoever, for the slaves and money herein mentioned. VI. That by other provisions of said will, said testator devised and bequeathed all the rest of his Estate not disposed of by said 2nd. item, to his wife Mary Jane Ivy, and his daughter Martha Ann Ivey, who would be entitled as distributees to the money and slaves, disposed of in said 2nd. item should be held void. VII. That your Orator does not know the names, ages, or residence of the children of Sarah Rosser and Harriet Bishop, mentioned in said will; and cannot therefore make them parties to this Bill. VIII That said Mary Jane Ivy, resides in Marengo County in said State, and Martha Ann Ivey, resides in the County of Mobile; the former being over the age of twenty one years; and the latter about twelve years

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of age, and having as her Guardian, W Waldo Shearer of said Mobile County IX. That none of the slaves or money mentioned in the said 2nd. item, is necessary for the payment of the debts, or testamentary expense, of said testator; on the contrary, there will be a large estate, independently of said slaves, and money to divide between said Mary Jane, and Martha Ann. X. That your Orator is advised, and therefore charges, that the bequests and directions in said 2.nd. item of said will are legal and valid; and, that he can lawfully execute the wishes of said testator, as therein expressed; and your Orator is willing and anxious to carry out the provisions and directions of said 2.nd. item, if he can do so lawfully and without incurring personal liability. But as this view of his rights and duties may be erroneous, your Orator, for his own protection as well as for the protection of the rights of all persons interested in said will, or in the Estate of said testator, desires your Honor's Construction of said will, and your Honor's directions as to his duties and powers under the same, and in the

execution thereof, so that the rights of all persons interested in said will, or in the Estate of said testator, may be settled and understood. To The end, therefore, that the said will of the said Testator, may be properly construed and especially the 2.nd. item thereof; and that your orator as Executor thereof may be instructed and directed by your Honor as to his rights and duties, in reference to said 2.nd. item; and that the rights of all persons interested in said will, or in the Estate of said testator, may be settled; and that your Orator, may have such further or such other relief in the premises, as the circumstances of the Case shall require, and to your Honor shall seem meet; May it please your Honor, to grant unto your Orator writs of Subpoena, to be directed to the said Mary Jane Ivey and Martha A Ivey, Commanding them to appear &c. and answer this bill &c. . And your Orator will Ever pray &c. Reavis & Cooke Sol^r.s for Complt.

Note, The defendants are required to answer each paragraph in the bill. Their oaths to their answers are waived. Reavis & Cooke Sol^r.s for Complt.

Will The State of Alabama, Sumter County. Know all men by these presents, that I, Benjamin

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20.

Ivy, being of sound and disposing mind and memory and well Knowing the uncertainty of human life, do make and publish this my last will and testament; hereby revoking all other wills and testaments heretofore made by me. Item 1st. I direct that all my just debts be paid as soon as practicable after my death. Item 2.nd. It is my will, and I hereby direct my Executors or either of them so soon after my death as practicable to take charge of, and convey my slave Harriet and her children, Malvina, Aleck, John and Thomas, from the State of Alabama, to the State of Indiana or Illinois or Ohio, and upon reaching either one of these States to allow said slaves there to remain; and I hereby bequeath to my Executors or either of them who may qualify as such, the sum of five thousand (\$5000) on Trust, and for the uses following, to wit, out of said sum is to be paid all expenses which may arise in Carrying Harriet and her children to either of the aforementioned States; the balance of said sum of money remaining is to be safely and properly invested for the benefit and support of said Harriet and Children, so that the interest annually arising therefrom may, and shall be regularly paid over to said Harriet and her children for their support and maintenance. Upon the faithful carrying out the provisions of this item of my will, I hereby discharge my Executor or Executors from all responsibility to any person whatsoever for the slaves or money herein mentioned. Item 3.rd. I will and bequeath all my property and Estate whatsoever to be divided equally between my wife Mary Jane, and my daughter Martha Ann Ivey, subject to conditions hereinafter mentioned, when speaking of "all my property and Estate", I mean all except the money and slaves mentioned in Item N^o. 2, above written. To carry out my purpose in division, I hereby authorise and direct my Executors to sell all my lands, slaves, and all property in such as they may think best, except my slaves Jack Blevins, and his wife Matilda; and Lucy. These slaves I wish my wife to take at their appraised value, as part of her share, as aforesaid. After the sale of all my property as aforesaid, I wish a division of all to be had, my wife taking one half including said three slaves; and my daughter

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Martha Ann taking the other half. Item 4th. The Share of my Estate, as aforesaid, coming to my daughter, I wish kept safely invested at interest on undoubted security; and, I bequeath it all to her. In case however, my said daughter should die without lawful issue of her body begotten, before she reaches the age of twenty one years (surviving her) I will and bequeath, that all the property herein given to her, go to and be the property of the children of my sisters, Sarah Rosser, and Harriet Bishop (now deceased); and that the same be divided among them, my said nephews and nieces per capita, share and share alike. Item 5th. The Share of my Estate herein above given to my wife, I will and bequeath to her, for and during the term of her natural life. At her death, I will and bequeath one half thereof to my nephews and nieces above mentioned, children of Sarah Rosser and

Harriet Bishop, then living, to be divided among them, per capita share and share alike. The other half of said share of my wife at her death, I bequeath to my daughter Martha Ann; but in the event my daughter Martha is then dead, or in case she die before the age of twenty one years, leaving no issue of her body begotten, then and in that event, this half also is to be given to, and divided as before mentioned, between the Children of Harriet Bishop and Sarah Rosser, share and share alike. Item 6th. I hereby nominate and appoint my friends Augustus A Coleman, and WW Shearer, Executors of this my Last Will and Testament. In Testimony of all the foregoing matters, I hereunto set my hand and seal this 12th. day of January AD 1858. Benjⁿ Ivy. Signed sealed and acknowledged in presence of us by said testator, and we, as witnesses signed in presence of said testator and of each other. Jn^o. H Webb, Joseph B. Cottrell, RR Moore. ~Codicil~ Whereas I, Benjamin Ivy, of the County of Sumter and State of Alabama, have made my last will and testament in writing, bearing date the 12th. day of January 1858, in and by which I have given and bequeathed to my beloved wife Mary Jane, one half of my Estate, both real and personal, after making certain provisions for my woman slave

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Harriet and her family therein set forth; in which bequest to my said wife made in said will there are directions set forth as to how the property bequeathed to her my said wife shall descend; Now therefore I do hereby, by this writing, which I do hereby declare to be a Codicil to my said last will and testament and to be taken as part thereof, order and declare that my will is, that the bequest made to my said wife Mary Jane, in my said will mentioned to be so understood and construed, and it is hereby expressly intended, that she, my said wife Mary Jane, take, have and receive said property so bequeathed, to her, in her absolute rite, to have, hold, enjoy, and dispose of, by will or otherwise as she may choose, at her death or before; if she may desire to do so; and the provisions heretofore made in my said will creating in her a life-estate, is hereby revoked and set aside. In testimony whereof, the foregoing Codicil, I hereunto set my hand, and affix my seal, on this the 21st day of September AD 1858. Benjⁿ Ivy. Signed, sealed, and acknowledged before, and in presence of us as witnesses, who signed the same as witnesses in the presence of the testator, this date above. P. G. Nash, J. B. Shearer, RR Moore.

The State of Alabama Sumter County. } Personally, appeared before me, George B. Saunders, Register in Chancery for said County, AA Coleman, who being duly sworn, deposes and says, that Martha Ann Ivey one of the dependents to the foregoing Bill, is under the age of fourteen years, that her mother is dead, and her father also, and that W Waldo Shearer is her general Guardian, by appointment of the Probate Court of said County, and, as such, has the custody of her person. Said affiant further says, that the names, ages, and residence of all of the children of Sarah Rosser and Harriet Bishop mentioned in said Bill, are unknown to him; that he has made diligent inquiry to ascertain the same and that their residence, as he believes, is not in this state, unless William Bishop, who is about seventeen years of age, and resides in Marengo County County, in said State, and for whom said Shearer

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is General Guardian, is one of the children of said Harriet Bishiop. AA Coleman Sworn to & Subscribed before me this 12["] Dec^r 1859 Geo B. Saunders Reg^r.

Filed 12["] Dec^r. 1859. Attest. Geo B. Saunders Reg^r.

Summons The State of Alabama Sumter County. } To Mary Jane Ivy, You are hereby commanded, within thirty days after the service of this summons upon you, to appear, and plead to or answer the Bill of Complaint of Augustus A Coleman, exhibited against you and others, in the Court of Chancery, for the Sixth District

(composed of said County of Sumter) of the Southern Division of the said State of Alabama. Witness my hand, this 12th. day of December AD 1859 Geo B. Saunders Reg^r

I hereby acknowledge due service of the within summons Decem^r. 29. 1859 MJ Ivy.

Summons The State of Alabama Sumter County } To Martha Ann Ivy, a minor, under the age of fourteen years, You are hereby commanded within thirty days after the service of this summons upon you, to appear and plead to, or answer the Bill of Complaint of Augustus A Coleman, exhibited against you, and others, in the Court of Chancery for the Sixth District, (Composed of said County of Sumter) of the Southern Division of said State of Alabama, Witness, my hand, this 12th. day of December AD 1859 Geo B. Saunders Reg^r

Mem^o. The Sheriff will execute the above summons on W Waldo Shearer (the general guardian) for said minor.

I hereby acknowledge due service of the within summons. Dec^r. 29th. 1859 W Waldo Shearer Guardian of Martha Ann Ivy, a minor.

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24.

At Rules holden in the office of the Register of the Court of Chancery for the Sixth District (composed of The County of Sumter) of the Southern Division of the State of Alabama, at Livingston, on the second Monday, (being the 12th. day) of December AD 1859. Augustus A Coleman Comp 487. vs. Mary Jane Ivy. Martha Ann } In Chancery. Ivy, and the children of Sarah Rosser and Harriet Bishop deceased. Defendants }

Bill exhibited by Complainant, who is executor of the Will of Benjamin Ivy, for Construction of Items 2^d. of said Will, giving, or purporting to give certain slaves therein named, their freedom.

It appearing, from the affidavit annexed to said Bill the the names, ages, and residence of all said children of said Sarah Rosser, and said Harriet Bishop (said children taking the property willed to said Martha Ann in case she should die without lawful issue surviving her, before she reaches the age of twenty one years, per capita, share and share alike) are unknown; that diligent inquiry to ascertain the same has been made and that their residence, as is believed, is not in this State, unless, William Bishop, who is about seventeen years of age, and resides in Marengo County in said State, and for whom W Waldo Shearer is General Guardian, is one of the Children of said Harriet Bishop; It is therefore, on motion of the Complainant, by his Solicitors ordered, by said Register, that the said children of the said Sarah Rosser and the said Harriet Bishop, answer or demure to said Bill before Tuesday, the 31st. day of January 1860. It is further ordered, that this Order be published in the "Sumter Democrat", a newspaper published in Livingston aforesaid, once a week for four consecutive weeks; and that a copy of the same be posted up at the door of the Court House of said District, within twenty days from this time. Geo. B. Saunders Reg^r.

AA Coleman 487. vs. Mary Jane Ivy et al } In Chancery Sumter County Alabama I hereby consent to act as Gdⁿ ad litem to Martha Ann Ivy, a minor under 14 years of age & a defendant in this cause. Jan'y 30. 1860. W Waldo Shearer.

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At Rules holden in the office of the Register of the Court of Chancery for the 6th District (composed of the County of Sumter) of the Southern Chancery Division of the State of Alabama, at Livingston, on the 5th. Monday (30th. day) of January AD 1860

A A Coleman 487 vs Mary Jane Ivy Et al } In Chancery It appearing that a summons has been issued on the Bill in this cause, directed to said Mary Jane Ivy, one of the defendants, requiring her, within thirty days after the

service thereof, to appear and plead to or answer said Bill; that said Mary Jane Ivy has acknowledged service of said summons, which has been proven; and That since such acknowledgement of service, more than thirty days have elapsed, and that said Mary Jane Ivy failed to appear and plead to or answer said Bill; it is therefore, on motion of the Compl't, ordered that the Bill be taken as confessed by her. And it also appearing, that a summons has been likewise issued, directed to Martha Ann Ivy, the other defendant, who is a minor, under fourteen years of age, requiring her to appear, within the time aforesaid and plead to, or answer the Bill; that W Waldo Shearer, her General Guardian, has acknowledged service thereof, for her, which has been proven; and that since said acknowledgement of service, more than said time has elapsed; it is, on motion as aforesaid, further ordered, that said W Waldo Shearer, be and he is hereby appointed Gdn ad litem to said Martha Ann, he having first filed his written consent to act as such. Geo B. Saunders Reg^r.

AA Coleman 487 vs Mary Jane Ivy. et al } In Chancery Sumter Co Ala The answer of Martha Ann Ivy, by W Waldo Shearer, her General Guardian, and Guardian ad Litem to the Bill of AA Coleman Ex^r.

This Respondent denies all the allegations of said Bill, and insists that the Trusts, in relation to the Slaves mentioned in said Bill, cannot be legally enforced. W. Waldo Shearer Guardian &c for Martha Ann Ivy. Filed 30th Jany 1860. Attest Geo B Saunders Reg^r.

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AA Coleman 487. vs Mary Jane Ivy Et al } In Chancery Sumter County Alabama

To the Hon^l. Milton J. Saffold, Chancellor of the Southern Chancery Division. I certify, that a copy of the order of publication in this cause, passed on the 12th day of December AD 1859, was published in the "Sumter Democrat", as required by said order; Also, that another copy thereof was posted at the Court House door of said County both within twenty days from the date of said order. Which is respectfully submitted 31. March 1860. Geo B. Saunders Reg^r.

At a Court of Chancery held for the Sixth District, composed of the County of Sumter, in the State of Alabama, at the Court House thereof, in the town of Livingston, on the First Monday after the Fourth Monday of March, being the First Monday, and second day of April, in the year of our Lord, one thousand, eight hundred and sixty; Present, The Honorable Milton J Saffold, Chancellor of the Southern Chancery Division of said State; (On Monday the first day of said term of said Court, being the second day of April 1860.)

AA Coleman 487 vs Mary Jane Ivy Et al }

This cause was submitted for a Decree, on Bill and Exhibit; Decree pro Confesso against M^{rs}. Ivy, and the answer of the Guardian ad litem for the infant defendant. Tuesday of said Court, April 3^d. 1860.

Decree AA Coleman Ex^r 487 vs Mary Jane Ivy Et al } Sumter Chancery Court April Term 1860. This cause came in to be heard upon Bill and Decree pro Confesso, and upon due consideration, it is adjudged and decreed, That under the 2^d item of the will of Benjamin Ivey, a construction of which is sought by said bill, complainant has the right, and it is his duty, faithfully to carry out the provisions of the said second item, as clearly and explicitly directed therein, and, upon so doing, the discharge of said Executor from all responsibility

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to any person whatsoever for the slaves and money therein mentioned, will become complete and effectual. Atwood vs Beck 21 Ala 588. 615. Abercrombie's Ex^r. vs Abercrombie's Heirs, 27 Ala 489. It is therefore ordered, that Complainant do faithfully carry out the provisions of said 2^d item of said will, within a reasonable

time. It is further ordered, that he pay the costs of this suit out of the said sum of \$5000. in said second item mentioned. M. J. Saffold Chancellor

V. 92 And said contestants severally objected to the item of \$991.11 marked number 92, on said amended acc't, in word, &c figures as follows,

Vouchers	from time of payment	---
No 1	Interest to June 11/60	118.90
2	" " " "	35.91
3	---	72.42
4	---	0.78
5	---	2.84
6	---	81.03
7	---	3.20
8	---	0.54
9	---	3.99
10	---	33.58
11	---	76.80
12	---	0.70
13	---	3.02
14	---	21.13
16	---	7.30
18	---	19.34
19	---	3.33
20	---	2.30
21	---	111.94
22	---	20.94
24	---	0.60
25	---	1.29
26	---	2.66
27	---	11.69
28	---	1.40

29	---	0.52	
30	---	0.52	
31	---	<u>1.40</u>	637.59

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32	0.66	^{637.58}	
33	0.44		
34	45.18		
35	1.13		
36	0.33		
37	0.48		
38	„ „		
39	16.20		
40	0.55		
41	10.00		
42	1.20		
43	1.41		
44	0.94		
45	0.90		
46	3.93		
47	1.58		
48	1.38		
49	9.28		
50	1.48		
51	0.20		
52	17.50		
53	2.62		
54	1.75		
55	1.85		
56	7.08		
58	0.75		
59	<u>0.45</u>	} 109.28	
60	0.60		
61	0.25		
62	0.00		
63	150.00		
64	0.20		

65 0.61
66 0.00
67 0.00
67 0.00
68 0.41
69 11.44
70 25.00
71 0.00
72 55.24 } 244.25

And they severally objected to the Credits claimed on said amended account, numbered thereon as numbers 93, 94, 95, 96, 97, 98, 99, 100, in words & figures as

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follows, Voucher No. 93 " \$84.38 20th. December 1858. Twelve months after date, we or either of us promise to pay AA Coleman Ex^r. of Benjamin Ivy dec^d. Eighty four 38/100 dollars, with interest from date for values received. RW Brewer James B May Tho^s. Cobbs. Endorsed. "Rec^d. on the within note Sixty seven 84/100 dollars. 20" Dec^r. 1861. AA Coleman. "

No 94. Interest on same "12.10

No 95. " \$20.10 Livingston Dec^r. 20. 1858 Twelve months after date, we or either of us promise to pay AA Coleman Ex^r of Benjamin Ivy dec^d. Twenty 10/100 dollars for value rec^d. with interest from date. S. H Chiles Ben B. Little Tho^s. Cobbs.

No 96 Interest on same "12.54

No 97 "\$2320.~ 20" December 1858. Twelve months after date we or either of us promise to pay AA Coleman Ex^r. of Benjamin Ivy dec^d. Twenty three Hundred & twenty dollars, with interest from date for value received J. M. Sturdivant E. T. Sturdivant DO White

No 98 Interest on same "1448.70

No 99 "\$48.~ 20" December 1858. Twelve months after date, we or either of us promise to pay AA Coleman Ex^r. of Benjamin Ivy dec^d forty eight dollars, with interest from date, for value received. J James Lee Ja^s M Lee Jn^o R Lee

No 100 Interest on same "29.97

And they severally objected to the Credits claimed on said amended account as follows & in the following words, "By am^t of notes on B B. Little and others, herewith returned uncollected \$163.00; By Interest on the same \$101.78; By Am^t of Extra Compensation, allowed The Ex^r. for carrying the slaves to a free State and in carrying

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out the provisions of the will \$500.00/100; By Am^t. of Extra Compensation allowed Ex^r for superintending and managing the plantation, slaves, and other property \$250.00 By amt allowed for Atty's fees, for services of W^m

M Brooks \$750.00/100; By Am^t of commissions allowed Ex^r. \$4737.80/100 And the Ex^r. in support of his claim to be allowed said item of \$10.412.92/100 numbered 87, offered in Evidence a paper which is in words & figures, as follows, towit; No 206. Confederate States of America Demopolis Ala. office, April 1st. 1864

No 87. This will certify that AA Coleman Ex^r. B Ivy, has paid in at this Office, Ten Thousand \$10.000. Dollars, for which amount Registered Bonds, of the Confederate States of America, bearing interest from this date, at the rate of four per cent per annum, will be issued to him, under the "Act to reduce the currency and to authorise a new issue of notes and bonds, "approved February 17, 1864, upon the surrender of this Certificate to this Office. Martin A Lyon, Depository

The constestants severally objected to the admission of said paper in evidence; and their objection being overuled by the Court they severally except, & said paper was read; the Contestants conceded that the certificate was signed by Martin A Lyon, and that he, at the date thereof, was acting as the Depository of The Confederate States;

Jn^o H Gary John H. Garey was then called & sworn on behalf of the Ex^r. and testified that he, witness, was one of the firm of Gary Maggard & Co of Mobile, Commission Merchants, that it was the custom of said firm, to Keep an interest account with some parties, with others they did not. They allowed AA Coleman, said Executor, interest on his individual account; That said ~~aeecount~~ firm Kept an account with said AA Coleman as Executor of said Benjamin Ivy, from about the 21st. day of December 1859, to the 15th of August 1863, and allowed interest on his account as Executor; That it was the custom of said firm to Keep the money of customers in Bank, placed to the Credit of the firm; they allowed interest to some parties, & did not allow it to others; that said firm collected all the money placed to the Credit of said Ex^r. upon their Books, in the bills of the Mobile Banks, which was then the currency of the Country & par funds, & deposited the same in

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Bank to the credit of said firm, who used it in their business; Upon further examination he said he was mistaken in saying the Collections were made in Bank bills, that said Collections were usually, if not always made by drafts on Commission Merchants, which were paid by Checks, which were passed in Bank to the Credit of said firm, as Cash, and no money was received from the debtors. Said firm Kept only one account in Bank; the funds of The Estate of Benj Ivy, were not distinguishable from the other funds to the Credit of said firm in Bank; that during the time said firm Kept an account with said Executor as such, he was frequently in their Office in Mobile; that in about May or June 1860, witness had a conversation in the Counting room of WW Shearer in Mobile, with Mary J Ivy, the widow of testator, and one of the legatees and WW Shearer who was Guardian of Martha Ann Ivy, a minor, and the other legatee of said Ivy, who requested, or suggested that said Gary Maggard & Co should not pay to AA Coleman Executor, the balance they owed the Estate, as he would not pay interest, and they would; that witness said he did not remember that he had any conversation with S^d. Coleman on the subject of the above conversation, with Mary J Ivy, and Shearer. The contestants severally objected to the above conversation as irrelevant and immaterial, and their objection being over-ruled they except. Witness further testified, that said Executor at that time did not call for the said balance, due him as such Executor, and said firm continued to use it until it was paid to said Executor, as shown by the account rendered to said Executor by said firm on the 15th of August 1863; that the balance due on said Executor's account, in the year 1863, was paid in Confederate Treasury Notes in good faith, that being the only Currency in the Country; and the said Gary testified that Gary Maggard & Co were factors & Commission Merchants in Mobile. That many of the debtors of the Estate were farmers who raised Cotton and sold it in Mobile. That Coleman the Executor, employed the Firm to collect debts due to him as such Executor, and forwarded to them for collection, several of said debts consisting of notes and drafts as shewn in the accounts of the firm with him as such Executor; that he did not remember

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the exact date when the Conversation between him and Shearer and M^{rs} Mary J Ivy, took place; but he very well remembered that it was a few days after the partial settlement in the year 1860, and had reference to the Ten Thousand dollars, which Coleman, was permitted by the Court to retain to meet pending and less expected litigation.

Report of Confe Mony rec^d Said Ex^f. also offered in evidence in support of said Credit, a report made by him to said Court, on the 16th day of September AD 1863, and the order of the Court thereon; The Contestants severally objected, and their objection being over-ruled they except. And said report and record was read in words & figures as follows, towit,

Minutes Estate of Benjamin Ivy deceased } Probate Court September 16th. 1863. This day came AA Coleman, Executor of the will of Benjamin Ivy deceased, and filed his written report whereby it appears, that the firm of Gary Maggard & Co and others were indebted to the Estate of B Ivy deceased, in the sum of Ten Thousand Dollars; that on the 15th day of August 1863, they tendered to him in payment of said indebtedness, Confederate Treasury Notes, and that he received the same in payment and discharge, as authorized by law; which report is received and ordered to record and file.

Hon^l. T. R Crews, Judge of Probate for Sumter County Sir, I have the honor, respectfully to report, that the firm of Gary Maggard & Co, and others were indebted to the Estate of Benjamin Ivy deceased in the sum of Ten thousand Dollars; that on the 15th day of August 1863, they tendered to me in payment of said indebtedness Confederate Treasury Notes, and that I received the same in payment and discharge, as authorized by law to do, and herein make report of the same to your Honor Respectfully Yr Ob^t. Serv^t. AA Coleman Ex^r B Ivy dec^d. Subscribed & Sworn to Sept^f 16. 1863. T. R. Crews Judge.

Report of Funding He then offered in evidence a Report of funding by said Ex^f. of Ten thousand Dollars in Confederate four per cent Bonds, made by him to this Court, and the Decree thereon, to which Evidence the Contestants

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severally objected, and their objection having been over-ruled, they except. And said report & decree, were read in words & figures as follows; Report Estate of Benjamin Ivy deceased } To Hon^l. T. R Crews Judge of Probate for Sumter County. AA Coleman, Executor of last will and testament of Benj Ivy deceased, respectfully represents, that on the 1st day of April 1864, he had in hand between, nine and twelve Thousand dollars, in Confederate money, belong to said Estate, and that all the money he had on hand as heretofore reported, and for which he is liable as Executor, was by him on said day invested in the four percent bonds of The Confederate States, as by said act allowed and required, and that he holds the receipt of Martin A Lyon, Depository, as evidence of such funding Said Executor respectfully asks that the funding of all the money of said Estate, as above mentioned, may be recognized and approved by your honorable Court, and that at the proper time, the proper credit may be allowed to petitioner. And petitioner will ever pray &c AA Coleman Ex^f. B. Ivy dec^d.

Minutes Estate of Benjamin Ivy dec^d. } Probate Court, May 30". 1864. This day came AA Coleman, Executor of said Estate and filed his written report, shewing the amount of Confederate Treasury Notes, funded by him, in four percent Confederate Bonds for said Estate; which report is received, the action of said Executor, ratified and Confirmed, and said Report ordered to record and file.

Will The Contestants then read in Evidence the last will & testament of said Benj Ivey, in words & figures as follows, towit; The State of Alabama Sumter County. Knowall men by these presents, that I Benjamin Ivey being of sound and disposing mind and memory, and well Knowing the uncertainty of human life, do make and publish this my last will and testament; hereby revoking all other wills and testaments heretofore made by me.

Item 1st. - I direct that all my just debts be paid as soon as practicable after my death. Item 2^d - It is my will, and I hereby direct, my Executors or either of them, so soon after my death as may be practicable, to take charge of and convey my slave Harriet and her children, Melvina, Aleck, John and Thomas,

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from the State of Alabama, to the State of Indiana or Illinois or Ohio, and upon reaching either of those States to allow said slaves there to remain; and I hereby bequeath to my Executors, or either of them, who may qualify as such the sum of five thousand (\$5000.), In trust and for the following uses, to wit; out of said sum is to be paid all expenses which may arise, in conveying Harriet and her Children to either of the aforementioned States; the balance of said Sum of money remaining, is to be properly and safely invested, for the benefit and support of said Harriet & Children; so that the interest annually arising therefrom may and shall be regularly paid over to said Harriet and her Children for their support and maintenance. Upon the faithful carrying out the provisions of this item, of my will, I hereby discharge my Executor, or Executors, from all responsibility to any person whatsoever, for the slaves and money herein mentioned. Item 3^d. - I will and bequeath, all my property & Estate whatsoever, to be divided equally between my wife, Mary Jane, and my daughter Martha Ann Ivy, subject to conditions herein after mentioned; when speaking of "all my property and Estate", I mean all except the Slaves and money mentioned in "Item N^o 2", above written. To carry out my purpose of division, I hereby authorise and direct my Executor, to sell all my lands, slaves, and all property, in such way as they may think best, except my Slaves, Jack Blevins & his wife Matilda, and Lucy; these slaves I wish my wife to take at their appraised value, as part of her share as aforesaid; After the sale of all my property as aforesaid, I wish a division of all to be had, my wife taking one half, including said three slaves, and my daughter Martha Ann taking the other half. Item 4th. - The Share of my Estate as aforesaid, Coming to my daughter, I wish kept safely invested at interest on undoubted security, and I bequeath it all to her; In case however, my said daughter, should die without lawful issue of her body begotten, before she reaches the age of twenty one years (surviving her), I will and bequeath that all the property herein given to her, go to, and, be the property of the Children of my Sisters, Sarah Rosser, and Harriet Bishop, (now deceased) and that the same be divided among them my said Nephews and Neices, per capita share & share alike.

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Item 5th. The Share of my Estate herein above given, to my wife, I will and bequeath to her, for and during the term of her natural life; at her death, I will and bequeath one half thereof to my Nephews and Nieces above mentioned, children of Sarah Rosser and Harriet Bishop then living, to be divided among them per capita, share and share alike; the other half of said share of my wife, at her death, I bequeath to my daughter, Martha Ann; but in the event my daughter is then dead, or in case she die before the age of twenty one years, leaving no issue of her body begotten, then and in that case event, this half also, is to be given to and divided as before mentioned between the Children of Harriet Bishop and Sarah Rosser, share and share alike. Item 6th. - I hereby nominate and appoint my friends Augustus A Coleman, and WW Shearer, Executors of this my last will and testament. In Testimony of all the foregoing matters, I hereunto set my hand and seal this 12th day of January AD 1858. Benjⁿ Ivy. Signed, sealed and acknowledged in presence of us by said testator, and we as witnesses, sign in presence of each other and said testator. John H Webb. Joseph B. Cottrell RR Moore. Whereas, I, Benjamin Ivy, of the County of Sumter and State of Alabama, have made my last will & testament in writing, bearing date, the 12th. day of January 1858, in and by which, I have given and bequeathed to my beloved wife Mary Jane, one half of my Estate, both real and personal; After making certain provisions for my woman slave Harriet and her family therein set forth. In which bequeath to my said wife made in said will, there are directions set forth as to how the property bequeathed to her my said wife shall descend. Now therefore, I do hereby, by this writing, which I do hereby declare to be a Codicil to my said will and testament, and to be taken

as part thereof, order and declare, that my will is, that the bequests made to my said wife, Mary Jane, in my said will mentioned, be so understood and construed, and it is hereby expressly intended, that she my said wife Mary Jane, take have and receive said property so bequeathed to her, in her absolute rite, to have hold, enjoy and dispose of by will or otherwise, as she

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may choose at her death, or before, if she may desire to do so; and the provisions heretofore made in my said will creating in her a life Estate only, is hereby revoked and set aside. In Testimony of the foregoing Codicil, I hereunto set my hand and affix my seal on this the 21st. day of September AD 1858. Benjⁿ Ivy. Signed sealed and acknowledged, before and in the presence of us, as witnesses, who sign the same as witnesses in the presence of the testator this date above. P. G. Nash J. B. Shearer R. R. Moore

State of Alabama, Sumter County } Personally appeared before me AW Dillard, Judge of Probate for said County R R Moore a subscribing witness to the last will and testament of Benjamin Ivy deceased, who after being duly sworn deposes and states, that Benjamin Ivy, did on the 12th day of January 1858, whilst of sound mind and disposing memory, sign seal, publish and declare the foregoing to be his last true will & testament in the presence of the affiant, and the other subscribing witnesses, and that affiant and the other witnesses signed their names, as witnesses, in the presence, and at the request of the said Ivy; and The said R. R Moore further deposes and states, that the said Benjamin Ivy, did on the 21st day of September 1858, whilst of sound mind and disposing memory, sign seal and publish the foregoing Codicil to his said will of the 12th of January 1858, in the presence of affiant and the other subscribing witnesses thereto; and that the affiant and the other subscribing witnesses, JB Shearer and PG Nash signed their names as witnesses in the presence, and at the request of the said Benjamin Ivy on the 21st September 1858. RR. Moore Sworn to & subscribed before me 18th October 1858. AW Dillard Judge Probated 18th & recorded 26th day of October 1858. in Record of Wills Book 2. p 153 to 6. A W Dillard Judge. They then read in evidence the above described partial Settlement, & decree thereon; to which the Ex^r objected on the ground that the same are void, and his objection being overruled by The Court, he excepted.

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37.

Acct^s } Current of Ex^r with GM & Co The Contestants, then read in evidence the accounts current, three in number, of said AA Coleman, Executor of Benj Ivy with said firm of Gary Maggard & Co, Commencing Dec^r 21st 1859, and ending August 15th 1863, in words & figures as follows; AA Coleman Exec^r. In account Current with Gary Maggard & Co Db^s

----	-----	---
1860 Jany 31	To paid your dfts to WW Shearer 1	4150.00
Feb 21	" " WW Shearer for M ^{rs} Ivy	5000.00
May 12	" " Your dft to WW Shearer Gdn. 2	5574.44
28	" " Balance down	<u>39.927.78</u>
---	-----	<u>\$54.652.22</u>

C^r.

----	-----	---
1859. Dec ^r 21	By amt from you by hands J Cobb	800.00

24	" " " Woolff Houston & Co on WF Turner note	1.534.86	
1860. Jany 3	" " " TA Johnston a/c	500.00	
" 4	" " " BL & Co on Jn° Parker's dft	5000.00	
" "	" " " Parker L & Co on TA Johnston's note	6480.00	
7	" " " Woolff A Houston & Co	2975.00	
9	" " " JA & WA Winston's 2 notes & Int	5927.56	
"	" " " Balance JC M°Gowan's note & Int	1908.44	
13	" " from Jn° H Gary	622.95	
16	" " in RS. Tinkers dft	2000.00	
18	" " from TW Sims & others note	733.50	
19	" " in D. Hopkins dft	196.70	
"	" " from you	600.00	
20	" " " hands JR Lavender	1744.10	
Feby 9	" " J Lewis dft	1500.00	---
"	" " TA Johnstons dft.	2953.44	---
"	" " GK Brown's note & int	<u>414.70</u>	4868.14
13	" " John Parker's dft	1500.00	
"	" "	JW Hall's "	630.48
16	" " JM Bullock's a/c note & Int	1590.14	
"	" " in K Morris dft on WH & Co	200.32	
Mch 1	" " from sundry parties.	2766.04	
viz. Gainesville Ins Co dft	799.96	---	
PG Nash dft	1200.00	---	
HW Killen "	666.08	---	
D Hopkins	100.00	---	
10	" " from hands Reuben Thorn	600.00	
19	" " " " Jn° H Gary	1500.00	
April 4	" " WR M°Gowan's dft	1155.21	
7	" " from Greer Bogle & Co on JJ Littles note	1787.76	
10	" " " Alf Owen's bal note & Int	1412.60	

38.

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April 14	By am't from hand, TH Lake	4500.00
May 28	" difference Int on a/c to this date	<u>1118.42</u>
----	-----	<u>\$54,652.22</u>

1860

----	-----	---
May 28	By Balance down due this day	<u>\$39.927.78</u>

E E. Mobile May 28th. 1860.

2. AA Coleman Exec^r. 1860 In a/c with Gary Maggard & Co.

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June 11	In am't paid WW Shearer Guardian	18.737.33
" "	"" " dft to Mrs. Mary J. Ivy 3	12.067.54
1861 Ap ^l 25	" " " " G B. Saunders 4	68.87
1861 Ap ^l 15	" " " " T. B. Wetmore 5	200.00
" "	" " " " MJ Ivy 6	260.00
May 31	" " Interest on a/c to date	2433.35
" "	" " Balance down	<u>9425.92</u>
----	-----	<u>\$43.193.01</u>

C^r.

----	-----	---
May ¹⁸⁶⁰ 28	By Balance on p ^r a/c rendered	39927..78
May ¹⁸⁶¹ 31	" Interest on a/c to date	<u>3265.23</u>
----	-----	<u>\$43.193.01</u>

1861

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May 31	By Balance down due this date	\$9.425.92

E. E. Mobile May 31. 1861.

3. AA Coleman Exec^r. 1861 In a/c with Gary Maggard & Co

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May 31	By Balance rend ^d this day	9.425.92
Jany ¹⁸⁶² 2	" Am't Int on a/c to date	706.85
Aug ¹⁸⁶³ 15	" " " " "	<u>930.15</u>
----	-----	<u>\$11.062.92</u>

D^r.

-----	-----	---
Ap ¹ 1861	13 To Am't dft to Wetmore & Smith	650.00
1863	" " paid you by Jn ^o H. Gary	730.00
Aug 15	" " " " in full	<u>9.682.92</u>
-----	-----	<u>\$11.062.92</u>

E.E. Mobile Aug ¹⁵. 1863

Said accounts were read under an agreement which had been entered into, between The Counsel of The Ex^r. & of The Contestants, in words & figures as follows, towit;

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39.

~~Exhibit D~~ Agreement The State of Alabama } Sumter County } Probate Court 11". Oct^r. 1866. In the matter of the final settlement by AA Coleman, Executor of the last will & testament of Benjamin Ivy dec^d. on account Current & vouchers. It is hereby agreed between the Executor & the legatees Mary J Ivy and Martha Ann Ivy, relative to transcripts from the books of Gary Maggard & Co, and Copies of Certain Orders drafts and letters of instruction, which were made out & furnished by JJ Melton their Clerk, which are now filed with the Probate Judge, along with this agreement, that at the trial of said Matter, said transcripts and Copies shall be regarded as the originals, and said Melton without being present, shall be considered by the Court as swearing to their truth. But neither party waives any objection to said evidence, which would be available if the originals were produced and offered in evidence before the Court and sworn to be the said Melton. It is agreed where the word Executor, or an abbreviation thereof occurs in any of said papers in connection with the name of said Coleman, it shall be considered as referring to his Executorship of said Benjn Ivy's Estate. 11". Oct^r 1866. AS VandeGraaff atty for Martha Ann Ivy T. R Cornick " " Mary J. Ivy. Brooks. atty for Ex^r.

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40.

~~Estate of Ben Ivy dec^d. Probate Court, Sumter Agreement } County, Alabama. In the matter of The Final Settlement by A A Coleman, Executor, of his Executorship of said Estate; It is agreed, in open Court, that the attorneys for the Con =testants, may have ten days to prepare The Bill of Except =tions in this Casel that when prepared, it is to be submit =ted to the Attorneys for The Executor, who are to have five days to examine the same, and that when signed by the Judge, it is to bear even date with this. Oct 13th. 1866 } W. M Brooks atty for Executor Coleman & Van de Graaff & T R Cormick attys. for M J. Ivy. Jeste Geo. B. Saunders Probate Judge.~~

Contestants, then read in evidence the acct of Sales of real & personal property, and the report therein, in words & figures as follows, Account of Sales of Land and Personal Property Account } belonging to Estate of Benj Ivy decd. sold 20". December Sales } 1858, by A A Coleman Exr.

-----	-----	---
1 Bedstead & furniture	to John Williams	31.00
1 Washstand Bowl & pitcher	„ RC Howie	2.00
1 Bureau & Glass	„ do	13.50
1 Sofa	„ Leroy Jenkins Cash.	6.50
1 Mantle Glass	R R Moore	1.75
Set Windsor Chairs @ 107.	R C Howie	7.50

French Bedstead & Furniture	do	- - -
Set Common Chairs	W R Davis	„,75
Walnut Wardrobe	R U Bryant Cash	15.00
Dining Table	„	1.10
Old Sideboard	„	1.00
Trundle Bed & Stead	H T. Arrington	16.00
3 Split bottom Chairs	M C Houston	3.00
Bed, Stead & Furniture	H T. Arrington	12.50
1 „ „ „	T. G. Danner	15.00
Pine Table & bowl	S. J. McCorkle cash	„,60
Double Barrel Shot Gun	„ „	1.80
„ „ „	J. L Bishop	5.00
Chest Carpenter's Tools	J. M Lee	16.75
„ „ „	W R Davis	8.25
„ „ „	J A Prayton cash	3.00
1 Large Pot	„ „	1.00
1 „ „	„ „	3.00

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41.

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6 Turning Plows	RR Moore ^{AA Coleman} 71.	5.25
1 Lot Swingle Trees	"	1.00
6 Sweeps	"	6.00
5 do	Leroy Jenkins	3.00
10 Tuskaloosa Plows	RR Moore. 18/.	22.50
5 Old Turning Plows	A Hord 2/.	1.25
1 p ^r Balances	"	1.75
1 Straw Cutter	CS M ^c Connico Cash	10.00
1 Grind Stone	J Short Cash	2.87
5 Grubbing Hoes	"	3.00
13 Weeding Hoes	"	1.75
Cane Hoes	"	2.00
Old Turning Plows	MA Marshall	"62
Lot Old Iron	do	1.63
" Old Wheels	do	4.12
Lot of Iron	do	4.03
Scythe & Cradle	do	1.12
Blacksmith Tools	TA Johnston	25.00
Lot of Cleves's	AA Coleman	1.20

Scythe & Cradle	cash	.50
1 piece of Iron	TA Johnston	1.00
Lot of Iron Wedges	AA Coleman	3.75
4 Horse Wagon & Gear	do	60.00
1 Ox wagon iron axletree	Edwin Grover	70.00
1 Twohorse wagon & Gear	RR Moore	106.00
X Cut Saw	MA Marshall	3.50
1 Lot Bull Tongues	JR Praytor	1.50
1 " Plow Sweeps	MA Marshall	1.50
1 " Shovel Plows	do	1.25
Plow Gear	Robert Moore 5/.	" 63
---	---	---
1 Gray Mule Lize	to D Hopkins	181.00
1 Black " John	" Geo W Torry, Morre,	123.00
1 Bay Mare " Jenny	" J Winston	191.00
1 Mare " Lucy	" W ^m . Howie	103.00
1 Mule Fly	" G Brown	180.00
Black Mule Heth	" RR Moore	146.00
P ^r Carriage Mules	" JM Sturdivant	480.00
Mule Pell	" G. Brown	200.00
Horse Mule Fox	" AA Coleman	150.00
Mare Mule Beck	" B. B. Little	163.00
Horse Mule Dave	" JM Sturdivant	190.00
Mare Mule Dolly	" do	150.00
Horse Mule Tom	" W ^m Howie	119.00
Horse Mule Miller	" J. W Bell	145.00

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42.

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Horse Punkins	" JA Johnson	90.00
Sorrel Colt Bascom	" B. Glover	150.00
Buggy Horse Joe	" Rob ^t . Johnson	272.00
Negro Boy John	" W F. Turner	1420.00
" Man Bill	" John R Lavender	1605.00
" Boy Sumter	" W. O Winston	1275.00
" Man Alfred	" MJ Ivy	1585.00
" Man Granville	" WW Little	1620.00
Man Peter, wife Delia & child	" AA Coleman	2680.00
Negro Man Evan	" JM Sturdivant	1500.00

" Woman Mariah	" TW Sims	675.00
" Man Phil, his wife Catherine & three small children }	--- to WO Winston	--- 4000.00
" Boy Allen	to N P. Dean	1245.00
" Man Jerry, his wife Lucinda & five small children }	--- J. E Knott	--- 4955.00
Little Boy Jim	to do	805.00
Girl Eliza Jane	" do	1020.00
---	---	---
3 Demijohns @35°	to TA Johnston	1.05
1 Dinner Pot	" WR Davis	.50
Lot of Jars & Jugs	" RR Moore	.75
1 Basket & Bottles	" Cash	..20
1 Lot Salt	" WR Davis	1..25
1 Barrel Salt	" R Moore	2.35
1 " "	" G B. Lowe	2.87
Waiter & Crockery	" WR Davis	..75
Lot Crockery &c	" WR Davis	5.75
1 Churn	" G B Lowe	.15
Cooking Stove	" TA Johnston	25.00
3 Ovens	" FG Danner	4.00
Waffle Iron & Pot	" R Moore	.50
1 Buggy & Harness	" James Bishop	150.00
1 Carriage & harness	" Headly Davis	82.00
9 Pork Hogs @ \$10.40	" AM Moore	93.60
6 Sows @ \$8	" J. M Lee	48.00
9 Head Hogs in woods @ 4 p	" AM Moore	4.50
1 Brindle Cow & Calf	" Rob ^t Moore	12.00
Cow & Calf	" do	8.00
1 Bull	" Cash	5.00
Cow & Calf	" K Morris	8.00
do	" Cash	4.00
1 Black Cow	" WR Davis	12.00
Cow & Calf	" J. D Rawls	6.25
do	" A J. Monette	6.25

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43.

Bell Cow	To K Morris	14.25
Cow & Calf	" JD Rawls	6.25
do	" AJ Monette	19.00
2 Large Yearlings @ \$4.00	" JD Rawls	8.00
1 Cow	" K Morris	7.00
1 do	" do	7.25
1 Cow & Calf	" W R. Davis	19.50
1 Heifer	" Cash	3.25
3 Yearlings @ 4.00	" K Morris	12.00
10 Head Sheep @ 1.70	" J Bishop	17.00
10 Head Sheep @ 1.60	" do	16.00
15 " do @ 1.60	" do	24.00
10 Pork Hogs @ 8.10	" DW Hooks	81.00
10 Pork Hogs @ 9.00	" K Morris	90.00
10 Pork Hogs @ 9.00	" RC M ^c Carty	90.00
9 Pork Hogs @ 9.25	" PG Nash	83.25
9 Pork Hogs @ 9.38	" RW Brewer	84.38
10 " " @ 10.10	" RC M ^c Carty	101.00
8 " " @ 12.10	WR Davis	96.80
9 " " @ 10.30	H T. Arrington	92.70
10 Shoats @ 3.45	" GB Lowe	34.50
9 " @ 3.55	" do	31.95
10 " @ 3.00	" do	30.00
10 " @ 1.50	" S. H Chiles	15.00
5 Breeding Sows @ 5.55	John T. Smith	27.75
11 Sows & Shoats @ 4.00	" K Morris	44.00
7 Shoats @ 3.10	" Headly Davis	21.70
9 do @ 2.15	to R Moore	19.35
2 Sows 5 Pigs & Boar. 2.55	" RC M ^c Carty	20.40
4 Sows & 5 Shoats @ 2.88	" H Danner	25.87

8 Shoats @ 2.00	" R Moore	16.00
1 Sow & Pigs	" R Moore	2.25
1 Sow & Pigs	" SE Chiles	5.12
1 Pork Hog	" John Coblantz	5.63
3 Sows & Pigs @ 5.00	" R Moore	15.00
1 Sow & Shoat	" do	3.00
1 Yoke of Oxen (Red)	" E Glover	88.00
1 " " (Black)	" do	70.00
1 " " (White & Black)	" do	50.00
500 Bushels Corn @ 64 ^{cts}	" S. Parker	320.00
500 do " " 67. ^{cts}	" TA Johnston	335.00
183 do " " 68. ^{cts}	" do	124.00
4 Stacks. Fodder	\$15.25	" TA Johnston 61.00
3 " " 17.00	" do	51.00
4 " " 13.25	" Soc Parker	53.00

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44.

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2 Stacks Fodder @ 15.00	J T. Smith	30.00
1 Hill Potatoes	PG Nash	7.75
1 " "	John Coblantz	6.00
1 " "	Cash	5.00
1 " "	TA Johnston	5.00
1 " "	do	6.75
1 " "	JH Short	6.75
1 " "	J. Maggard	6.60
3100 Shingles @ 3.38 pr m	PG Nash	10.47
1 Negro boy Napoleon to J M Bullock		1455.00
Man Ben & his wife America " J. McGowan		2500.00
Negro Girl Sarah " L G. Houston		1340.00
Kentucky Bill his wife & child " Abner Gaines		3055.00
Girl Lucinda " JR Prayter		630.00

Jack, his wife & five small children " JT Smith	4510.00	
Girl Judy " do	1400.00	
Girl Phillis " WR M ^c Gowan	1505.00	
Old Man George " CR Gibbs	510.00	
Girl Adeline " GL Kornegay	1360.00	
Man Adam " MJ Ivy	880.00	
Boy Sidney " LG Houston	1410.00	
Woman Abby & Child Hannah " Alfred Owen	1825.00	
Ned, his wife Rachel & two children " AA Coleman	3200.00	
1 Lot Cotton Seed " TA Johnston	45.00	
Cotton Seed " do	10.00	
Lot Peas, Barrels & Baskets " H F. Arrington	6.00	
1 Cotton Gin " WR Davis	20.00	
1 Gin band " R Brassfield Cash	<u>7.00</u>	
---	---	\$56,510.91

The Real Estate supposed to be fourteen hundred & thirty seven acres more or less, was likewise, at same time and place, sold, and was bought by Tho^s. A Johnston, at the rate of ten dollars per acre, the same being the highest and best bid therefor; and the said Johnson has given his promissory note for said purchase, in the sum of Fourteen thousand, three hundred and seventy dollars with Socrates Parker and Alfred Owens as his sureties, The purchase money is amply secured in my judgement, and the price for which said land sold is not inadequate. AA Coleman.

Sworn to and subscribed before me, March 8th. 1859 AW Dillard. Judge

Decree Estate of Benjn Ivy dec^d. The account sales this day returned, by AA Coleman

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Executor of said Estate is received and ordered to record and file Recorded in Orphan's Record N^o. 17 page 239. this 29th March AD 1859 Attest AW Dillard Judge. W^m. Bishop then sworn on behalf of Contestants, testifies, he is the nephew of said Mary J Ivy & resided with her as a member of her family during the whole of the year 1860; that to the best of his recollection she was in Mobile but once during the year 1860, which was on the 16th of November; that witness accompanied her and she remained in Mobile only one day; witness has no recollection of her going to Mobile at any other time in said year; & thinks he would remember the circumstance, if she had gone more than once. He is able to fix the date because he had been sick, and was then just convalescent. It is possible she may have gone more than once, and witness not recollect it. On said 16th. Nov^r. 1860, witness was in the Store of WW Shearer in Mobile, nearly the whole day, and when absent from it he was accompanied by said Shearer Witness did not on the occasion of that trip to Mobile hear any conversation between M^{rs}. Ivy & John H Gary relative to the Estate of Benj Ivy, nor between said Shearer & Gary, nor did he see them in the company of each other. The Ex^t. then offered in Evidence, ~~the following,~~

papers and proved that a suit was pending on the 11th June 1860, in the Circuit Court of Sumter County, in which Jones was plaintiff, and Sturdivant defendant; that said suit involved One hundred & sixty acres of land, and that the Executor had received notice from Ben B. Little atty of said Sturdivant defendant, that he would hold the Estate of said Ivy responsible, if he should be cast in the suit; and that there were one or more cases in controversy in which the Estate of Ivy was defendant, and not decided, at the date of said partial settlement of 11th June 1860, that one of these cases was Nathaniel Shurley vs Coleman Ex^r. of said Ivy, but that there was a judgement unsatisfied in the same Court in favor of said Benj Ivy against said Shurley for a larger amount than that sued for by him; and that this suit of Nat Shurley vs AA Coleman Ex^r of Benj Ivy had since been dismissed. Also, that said Ex^r had settled another suit then pending, vs him as such by the payment of Nine hundred & fifty

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dollars, as Shown by Voucher No. 82.

Exhibit D The Executor then made and submitted an affidavit, in words and figures as follows, to wit; "I, AA Coleman Executor of the Estate of Benjamin Ivy deceased, make oath and say, that I never intended to use, and never knowingly used, any of the funds of said Estate, for my own benefit, and to the best of my knowledge and belief I never did. It is true I have paid Legacies, and made advances, to the widow and the Guardian of the infant, in part of what they are entitled to, and it is also true, that I employed Mess^{rs}. Gary Maggard & Co, a firm in Mobile to collect a large amount of the debts due the Estate, and the am't. they collected is shown in their accounts with me as Executor; and it further appears that I collected from them a considerable amount of Interest, which they accounted for upon the money by them collected, but to the best of my knowledge, information and belief, I have charged myself in my account as stated with all of such interest. The balance said to be in my hands at the time of the alleged partial settlement was not in money in my hands, but Gary Maggard & Co owed me on account of collections the balance stated in their account they not having paid the same to me; and in addition thereto I held and still hold uncollected notes of said Estate which are herewith filed & entirely solvent. AA Coleman Sworn to & subscribed before me in Open Court, 13th. Oct^o. 1866. Geo B. Saunders Judge

Motion to reject and thereupon contestants severally moved the Court to reject said affidavit as insufficient, and to treat it as a nullity. And the Court over-ruled said motion and decided that said affidavit was sufficient in law; to which overruling and decision Contestants severally except.

P. G Nash P. G Nash sworn for Ex^r. was asked the question "what would you consider a fair compensation for carrying Harriet and her children to a free State?" To which question Contestants severally objected, on the ground that it had not been proved said negroes had been carried to a free State, & their objection being overruled by the Court, witness answered "One thousand dollars;" and Contestants severally except. Witness further testifies, he knows the Ex^r left the town of Livingston with said Negroes, saying he was going to take them to a free state, and absent about six weeks, but does not know of his own knowledge where he went

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with them.

Bob Johnson Bob Johnson, sworn for Ex^r. testified it was worth \$1000.00 to carry Harriet & her family to a free State, for the trouble responsibility & risk. He does not of his own knowledge know where the Ex^r. carried said Negroes. By responsibility & risk, witness means, risk of travelling. He does not know in what time a man could go to a free State. Witness was then asked the question by Ex^r Counsel, "Did not the Ex^r say when he was starting off with the negroes, that he was going to a free State?" to which question constestants severally

objected, and the Court having overruled their objection, witness answered "Yes", and Contestants severally except.

PG Nash P. G. Nash again called by Ex^r. testified, testator was farming at time of his death. He died a day or two after 21. Sept^r 1858. Witness has been allowed by the Probate Court as Extra Compensation as Adm^r. for a year's superintendance of such an Estate and plantation as that which testator left \$500.00; the responsibility and trouble of superintending the gathering of the Crop is worth more in proportion to the time in which it is done, than the superintendance during any like period of the whole year. Witness thinks from \$200 to \$250, would be a proper allowance to Ex^r. for superintending in case of Ivy's Estate. Witness states on Cross=examination, he knows the Ex^r. did give his close personal attention to the management of the Estate during the interval between the testator's death, and the sale; and had a good deal of trouble in consequence of Harriet's children, of whom witness has heard testator in his lifetime say, they were his children. On re-examination, witness states, he does not think the Ex^r. was guilty of neglect. He also states, the simple fact of taking Harriet & her children to a free State, would not be worth \$1000.00; thinks \$500.00 would be right. But witness does not know what Ex^r. did 'do except to take them away. It was proved by the attorneys of the Contestants, that the services of WM Brooks as Counsel for Ex^r. in attending to this settlement were worth \$2000.00; but they also stated they did not believe the Estate of Ivy ought to pay him anything, unless the decision of the Probate Judge was correct as to the main objections. The contestants then severally moved to charge

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the Ex^r. with interest of the proceeds of the Cotton crop to wit \$5992.10 from Jan^y 1st. 1859 to this day. Also, to charge him with interest on the amount of Sale, of Real and personal property from 20th Dec^r. 1859, to this day: Also to charge him with interest on the principal & interest of the note of W. W & JB Shearer, from the 10th day of Feb^ry 1860 to this day. Also, to charge him with interest on \$150.00 the amount of the note of W^m. S. Tureman from the first day of Feb^ry 1859 to this date. and on \$250.00 the amount of the note of EJ Palmer from the 23^d. day of March 1858 to this day. And the contestants offered in evidence the inventory which is in words and figures as follows to wit;

Inventory Inventory of the Personal Estate of Benjamin Ivy dec^d, returned to the Probate Court of Sumter County by Augustus A Coleman Executor of his last will and testament.

I adopt as my inventory of the personal Estate of my Testator, the List of property mentioned in the appraisal (heretofore returned) as having been shown by me to the appraisers, the same being the only property which has come to my knowledge or possession. The number of Hogs and sheep as mentioned therein were not all seen by me, and the number set forth were the supposed amount as given to me by the Overseer on the place. It is probably too, that some of the hogs or cattle will have to be killed for food, as there is not enough meat for the use of the place until 20th Dec^r. next, the day I have fixed upon for the sale. A large quantity of corn and fodder, mentioned in the appraisalment will be consumed by the stock before the sale, and the negroes will consume a part of the potatoes. I also mention here, that the widow claims the household and kitchen furniture (mentioned in the appraisalment) under the Statute applicable to such cases. I have not been able to ascertain definitely the amount of the Cotton Crop raised for the present year, a part of it went to Mobile, and was sold before letters were granted to me, a part is in transition, and a part on the premises. The Cotton Crop, I will hereafter return in a supplemental inventory. There was no money on hand at the time of testator's death, so far as I know or have been informed. I also find among the effects of said testator the following choses to wit; (over)

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1. Note made by W Waldo Shearer and Joseph B Shearer 20th Sept^r 1858, payable to Benjⁿ Ivy on the 15th day of Feb^y 1860. for Eight Thousand Two hundred dollars, \$8,200.00 2. Note made by W^m S Tureman on 17th March 1858. payable to B Ivy on 1st Jan^y 1859. for one hundred & fifty dollars. } 150.00 3. Note made by EJ Palmer 22^d. March 1858, payable to B Ivy, one day thereafter for two hundred & fifty dollars. } 250.00 4. Note by J. D M^cSween 11th May 1858, payable one day after for fifty five 50/100 dollars } \$55.50 5. Note by James W Hall 9th Jan^y 1858, payable to B Ivy 1st Jan^y 1859, for \$100, for rent of Shurley house in Gaston & repairs to be deducted. } 100.00 6. Note by TA Vestal 11 Jan^y 1858, to B Ivy, payable one day thereafter for Thirty five dollars. } 35.00 7. Note by JR Lavender 18th May 1858 to B Ivy. due one day after date for Sixty six 07/100 dollars } 66.07 8. Note by Francis B. Thompson 2^d. Jan^y 1854 to B Ivy due one day after date for thirty five dollars. } 35.00 9. Due bill sign^d W^m Kirkland agent, to B Ivy for Nineteen 50/100 dollars, with his endoresment "paid at Greensboro for Kirkland \$7.00" } 10 Note by Joseph A Brunson 19th Jan^y 1853 due one day after date to B Ivy for One hundred 57/100 dollars } 100.57 11 Note by Joseph A Brunson 19th Jan^y 1852 due one day after date thereof to B Ivy for Seventy Two dollars } 72.00 12 Note by E Pettus, 26th March 1854 to B Ivy payable on 1st. day of June next after date for Twenty one dollars, "Credited 7th November 1854 with Twelve 50/100 Dolls } 13. Note by WGE Bulger to B Ivy, 20th Sept^r 1857 payable 1st June 1852 for Seventy dollars, credited 5th Feby '52 with thirty 25/. dollars. } 14. Note by Lewis Driskell, 23^d. March 1853, to B I. & due 1st. Jan^y after for thirty two 08/100 dolls, Credited 23^d. March 1853, with five dollars. } 15. Note by Lewis Driskell (signed by Mark) & no witness to B I., 9th. Oct^r. 1852, payable on 1st. Jan^y 1854 for One hundred Dollars. } 100.00 16. Note by George Scott 1st. April 1844, due one day after date for. \$11.40/100 } 11.40 17 Bill of Exchange by RR Moore dated 12 March 1857. drawn on Shean & Lake in fav^r. of and endors^d by Benj Ivy for three hundred & thirty, payable 1st March next after date (no protest) } 330.00

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18. Bill of Exchange. ~~by R R Moore~~, drawn by W W Staples 25 August 1855., payable at Office of Boykin McRae & Foster, Mobile, eight months after date, drawn on and accepted by Benj Ivy in fav^r of & endorsed by James Hair. } 1000.00 19. Note by Jn^o. M Jemison & James Bevers, 13th Jan^y. 1855, due 1st Jan^y 1856, to B Ivy as adm^r. of Lewis Burdeau for Two 30/100 dollars, } 2.30 20. An account dated 1857, against James R Smith for twenty seven 50/100 dollars } 27.50 21. Account without date against William J. M^cAlpin. for Eighty five 75/100 dollars. } 85.75 22. Note by John Rosser 27 April 1850, due one day after date for Ninety five 80/100 dollars. } 95.80 23. Note by Matthew Quimby (signed by Mark & no witness) 27th Dec^r. 1851, due one day after date for twenty five dollars. } 25.00 24. Due Bill by Geo Scott 23^d. June 1845, for Forty five 69/100 dollars. } 45.69 25. Note by George Brown (signed by Mark & no witness) 21st. July 1850 payable in Cotton on 1. November after date for Six Dollars. } 6.00 26. Note by John Rosser, Benj Ivy & Joseph Van 6. Oct 1843 payable to James Hair adm^r. for Six 75/100 at six months } 6.75

I find also among papers of Testator the following claims payable to other parties. 27. Note by Francis B. Thompson 1 Jan^y 1853, payable one day after to A Bell for Twenty Three 10/100 dollars } 23.10 28. Order drawn by Jo^s W Vann 15th. Feb^y '58, on Gary Maggard & Co in favor of D P Griffin to pay One hundred & ten dollars, if there is that much Cotton money left after paying Them. } 110.00 29. Note by J T Praytor 1. Jan^y 1857, due on 1st Jan^y next after to Sam^l Parkes for twenty five dollars } 25.00 30 Note by Jn^o. M Jemison, 29 April 1848, due 1st. Nov^r. after to E A Talmage for Ten dollars. } 10.00 31. Note by Zac Stevens, 7th May 1853, to J A Brunson one day after, for Eight 14/100 dollars. } 8.14 32. Note by J A Brunson, 18 May 1830. to Lewis Burdeau due 1st, Jan^y, after for Twenty dollars } 20.00 33. Note by T. J. M^cCorkle 21st. Feby 1852, to Lewis Burdeau, due 1st. Feby after for Sixty five dollars. } 65.00 34. Note by Ethial Exson, (signed by Mark without witness) 28th. Feby '53, due one day after to J A Brunson } 14.21 for fourteen 21/100 dollars.

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35. Note by John H Giles, 1st March '58, due on the day after to J A Brunson for Nine 61/100 dollars, & credited 12th. March '53, by five 90/100 dollars } 36. Note by R G G. Meador D A M^cDonald, 12". Oct 1852 to J A Brunson, due 1st. Mar 1853, for Three 70/100 dollars credited by two dollars. } 37. Note by Thomas Williams 26" Feby 1853, due one day after to Joseph A Brunson for thirteen 72/100 dollars } 13.72 38. Note by Jn^o. C. Orrick, Nov 9 1846, due 1st. June after to S G Askins. for Thirty eight dollars. } 38.00 39. Note by Lewis Lanier April 1850 due Jany 1. 1851. to James Burton for 12 doll, & 75 cts } 12.75 40 Note of Overton Spradley signed by Mark with Franklin Sessions as witness, 15 Aug 1850, due 1 Jany 1851, to Austin Hilt for ten dollars } 10.00 41. Note of Hiram Brown signed by Mark with J. W Maury witness, 22^d. Dec^r. 1845, due 1 Jany after for Sixty five 85/100 dolls, to Grant & Gibb Endor.^d by J G Ulrick. } 65.85 42. Note by Vines Collier 19' Sept 1843, due one day after to Jn^o H Thompson for four 25/100 dollars. } 4.25 43. Note to N D Stockley 5'. Ap^l. 1842, due one day after to Geo Scott. for forty seven dollars. } 47.00 44. Note by L Cannon 9" April 1853. due one day after to Benj Ivy for thirty eight 82/100 dollars. } 38.82 I also find the following notes payable to B Ivy as Guardian of William Bishop to wit; 45. Note by H J Sims, Alfred Owen, Aba Green 1st Jany 1858, payable 1st. Jany after, for hire of Ralph for One hundred & fifty dollars } 150.00 46. Note by Marcus Parker, T A Johnston & Soc Parker for hire Tom & Mary 13' March 1858, due 1 Jany after for two hundred & fifty dollars. } 250.00 I find the following notes payable to B Ivy as Guardian of Simon Donald. viz. 47. Note by M Parker, T A Johnston & Soc Parker 13" March 1858, for hire Garrett for \$150. due 1 Jany 1859 } 150.00 48. Note by H B Webb & J^{no} Williams, 10' May 1858, due 1 Jany after for \$129. 25/100 } 129.25 And following payable as Guardian of Tho^s. H Donald. viz: 49. Note by H B Webb & J^{no} Williams. 10 May 1858 due 1. Jany after for \$159. 75/100 } 159.75 50. Note by M Parker, T A Johnston & Soc Parker 13". March 1858, due 1st. Jany after for \$125. for hire of man Mack. } 125.00

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51. Note by M Parker 13. Mar 1858, for hire of woman Charity \$100. due 1 Jany. after. } 100.00

52. There is a Judgement in the Circuit Court of Sumter County, rendered on the 11" May 1858, in fav^r. Benj Ivy against Thomas R Crews, adm^r. of W D Jones, dec^d. for twenty one hundred & seventy six Dollr. } 2176.00

A A Coleman Sworn to and subscribed before me Nov. 20. 1858. A. W. Dillard Judge

Overruling of Motion And the Court overruled the said several motions for interest above set forth upon the ground, that the Ex^r. was charged with all the interest he collected, and allowed the Ex^r. the said several credits, to which Contestants objected as above recited; and the Contestants severally except to the overruling of said motions, and to the allowance of said Credits. ~~The following papers were read in evidence by the Ex^r.~~

Admissions And said Guardian ad litem admitted that the Decree in favor of said Martha A Ivy, made 11" June 1860, had been paid in full, partly by an advancement made to the Gen^l Guardian prior to said decree, and the interest computed thereon up to time of said decree, and the balance settled by Cash paid to Gen^l. Guardian by Garey Maggard & Co, acting under the orders of said Ex^r. The Contestants severally objected to the sufficiency of the affidavit to the amended account, and their objections being overruled, they severally except. In making the objections to the allowance of Commissions, the Contestants conceded that the Executor had given due notice as required by Sections 1734 & 1735 of the Code and that they did not object to the Commissions on that ground.

Objection The Contestants objected to no other items in the account than what is specified herein. And upon the foregoing evidence and admissions, the written vouchers on file, and no other evidence, the Court gave it's final judgement, in words and figures following to wit: Sumter County, State of Alabama.

Final Decree Sumter County, State of Alabama Probate Court, Special Term October 13. 1866. In the matter of the Estate of Benjamin Ivy deceased Decree on final Settlement of A A Coleman the Executor,

53.

This day having been set apart and appointed by this Court, at a previous Term thereof to hear and determine all matters, as to the account and vouchers heretofore filed by A A Coleman the Executor of the Estate of Benjamin Ivy deceased, for a Final Settlement of his Executorship thereof; Now comes the said A A Coleman, and also comes Mary J Ivy, the widow of the testator by attorney, and also comes Reuben Chapman Jun^r. the Guardian ad litem of Martha A Ivey, the only minor interested in said Estate, which said Chapman was heretofore, appointed such guardian and consents to act as such. And the said A A Coleman moves the Court to examine audit and allow his said account, and thereupon the said Mary J Ivy by attorney, and the said Reuben Chapman as Guardian ad litem as aforesaid objects to the allowance of said account as stated, and contest the same, and file in writing thereto, divers exceptions to the same. And both parties announcing themselves ready for trial, and it appearing to the Court, that notice for three consecutive weeks, had been given in a public newspaper, published in this County, of the Nature of, and of the time and place of said settlement; the Court proceeded thereupon to hear the evidence introduced, and it appearing to the Court that the said Executor, had, on the 11th day of June 1860, made what purported to be a partial settlement of his Executorship, and the Contestants, insisting that the same was not prima facie Evidence against them, and the Executor conceding that it was void. the Executor thereupon by order of the Court amended his account so as to embrace the items and matters in the account allowed in the partial settlement, which account is hereto annexed, marked Exhibit "A." And the Court thereupon, with the consent of all parties proceeded to hear the objections to said account so amended, and to audit and examine the same. Whereby it appears that the said A A Coleman, as such Executor has received of the assets of said Estate the amount of \$105.225.58. and has justly expended the sum of \$45.869.10/100. And it appearing to the satisfaction of the Court, that in said account the Executor has properly charged himself with all the assets of said Estate with which he is chargeable, and been Credited with all the credits and allowances to which he is entitled; It is hereby ordered, adjudged & decreed

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that the said account be, and the same is hereby allowed as a final settlement of the Executorship of said A A Coleman aforesaid, which leaves in the hands of the Executor subject to distribution, a balance of \$59.356.48, and it appearing that the said Benjamin Ivy deceased, the testator, left him surviving, his widow the said Mary J Ivy, and one child, to wit, the said Martha A Ivy, both of whom, are, under the will of the testator, entitled to share the Estate of the testator in equal proportions; and it being also shown to the Court, that W Waldo Shearer is the general guardian of the Estate and person of said Martha A Ivy, duly appointed by and qualified in this Court; It is considered by the Court, that each of the said distributees are entitled to the sum of \$29. 678.24, that being the proper share to which each one is entitled. And it further appearing to the satisfaction of the Court, that on, and up to the 10th day of June in the year 1860, the said Mary J Ivy, had received of said Executor in part of her distributive share of said Estate, the Sum of \$28.567.86/100, and that W Waldo Shearer had also received from said Executor in part of the distributive share of his ward, Martha A Ivy, the sum of \$28.567.86/100 on the said 10th day of June AD 1860; And it further appearing to the satisfaction of the Court, on deducting the amounts of said advancements and payments from the Share of each distributee there remains in the hands of the Executor due to each distributee the sum of Eleven hundred and ten 38/100 dollars; It is therefore considered, decreed & adjudged by the Court that the said Mary J Ivy have and recover of said A A Coleman, the sum of Eleven hundred and ten 38/100 dollars, and that said W Waldo Shearer as Guardian of said Martha A Ivy, recover the sum of Eleven hundred and ten 38/100 dollars of said Coleman. And, it is further ordered and decreed that Reuben Chapman jr, the Guardian ad litem, be, and he is hereby allowed a fee of One hundred & fifty dollars, to be paid by the G'dn of the minor, out of the funds of his ward, And it appearing to the Satisfaction of the Court, that the said A A Coleman, as Executor as aforesaid in the year 1863, collected in satisfaction of the debts due the Estate at that time, the sum of Ten Thousand four hundred and twelve dollars in

Confederate States Treasury Notes, and afterwards deposited with the Confederate States depository and funded in

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Confederate Bonds, the sum of Ten Thousand dollars, of said Confederate Treasury Notes, and received from said depository, a certificate in the usual form; And it further appearing to the satisfaction of the Court, that the said sum of so collected in Confederate States Treasury Notes was collected from Gary Maggard & Co, in good faith, in payment of a debt due by them to the Executor, for money collected by them from debtors of the Estate, it appears to the Court, that the Executor is not accountable for the said Confederate Notes. And it further appears, that the said A A Coleman made and filed in Court, an affidavit in writing, denying the use of the funds of said Estate, which is made a part of the record and marked Exhibit D. _ And the said Coleman having filed in writing his resignation of his said Executorship, the same is accepted, and he is discharged from all further accountability as such executor. Witness my hand this 13." day of October AD 1866 (sign^d) Geo B. Saunders. Judge of Probate = And to this Judgement the Contestants here in open Court, severally except, and tender this as the several bill of exceptions of each of them, which is by the Judge of said Probate Court, here in open Court. & in term time duly signed and sealed as the several bill of exceptions of said Contestants, Mary J Ivy, and Martha A Ivy contesting by Reuben Chapman jr her Guardian ad litem, and it is hereby made part of the record this 13" day of October AD 1866. Geo. B. Saunders {Seal} Judge

The State of Alabama Sumter County } Probate Court Special Term Oct 18. 1866 On this the 18." day of October AD 1866, came Mary J Ivy widow of Benjamin Ivy deceased, and one of the legatees under his last will and testament, and Martha A Ivy, another legatee, a minor by her Guardian ad litem, Reuben Chapman jr, before me, the Probate Judge of said county, and Clerk as well as Judge of said Probate Court, and pray an appeal to the Supreme Court of the State of Alabama, from the Judgement and Decree rendered by the said

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Probate Court, on the 13" day of October AD 1866, in the matter of the final settlement by A A Coleman, Executor of the last will and testament of said Benjamin Ivy deceased, of his, the said Coleman's Executorship of the said Estate, and they pray, and take an appeal to the Supreme Court of the State of Alabama, from each and every order, decree and Judgement made or rendered by said Probate Court, in, or at, or on the occasion of said final settlement. And C S M^cConnico now here comes and acknowledges himself surety for the Costs of said appeal, and is by me accepted and approved as good and sufficient surety, and security for Costs of said appeal, and said appeal is by me granted & allowed this the 18." day of October, 1866. Geo B. Saunders, Judge

I hereby acknowledge myself security and surety for the Costs of the foregoing appeal to the Supreme Court of the State of Alabama 18." October 1866. C S. M^cConnico Approved this 18." day of October 1866. Geo. B. Saunders Judge

Citation on appeal. In the matter of the final Settlement of A A Coleman's account as Ex^r. of Benjamin Ivy dec^d. The State of Alabama Sumter County. } Probate Court. To A A Coleman, or his Solicitors, Brooks & Nash Greeting. Whereas Mary J Ivy, and Martha A Ivy by her Guardian ad litem, Reuben Chapman jr have taken an appeal, from the Decree rendered by the Probate Court, for said county, in the matter of the final settlement of the account of A A Coleman Executor of Benjamin Ivy dec^d. Now therefore, you are hereby cited, to be and appear at the January Term AD 1867, of the Supreme Court of the State of Alabama, to be held in The City of Montgomery, to defend said appeal, if you shall think proper so to do. Witness my hand this 1st. day of December AD 1866. Geo B. Saunders. Judge of Probate Received in Office Dec.^r 1.st 1866, and Executed same day on A A Coleman Esqr H L. Bennett Shff of S.C.

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57.

The State of Alabama Sumter County } I George B Saunders, Judge of the Probate Court, in and for said County of Sumter, do hereby certify, that the foregoing pages contain a true and perfect transcript of the record and proceedings had in a certain cause lately determined in said Court, wherein A A Coleman, Executor of the last will & testament of Benjamin Ivy, deceased, made a final settlement of his executorship; which said settlement was contested by Mary J Ivy, one of the legatees, and by Reuben Chapman jr guardian ad litem for Martha A Ivy, a minor, and another of the legatees, as fully and completely as the same appears of record and file in my office. And I do further certify that the words, "the Contestants severally objected to the admission of said paper in evidence and their objections being overruled by the Court, they severally except; & said paper was read", on the foregoing page thirty, constitute a part of said transcript, and that the Exhibits A & D, referred to in the final judgement rendered by me, as set forth in pages ^{53.. 54 and 55,} ~~six and thirty nine~~, of said transcript, are the Exhibits A & D, as marked in the margin; the former set forth on page six of said transcript, the latter on page ^{^ forty six} ~~thirty nine~~ of said transcript; and I do further certify that erasures made in red Ink on pages 40 and 52, as well as the erasures and interlineations on the 20th. & 23^d. lines of this certificate were made by me. The words "the following papers"^{^ erased} on page 45, and interlineation of the words "one or", on the same page, are in accordance with the record. Witness my hand [Text is covered by tape and illegible] [Text is covered by tape and illegible] Livingston, this fifth day of January AD 1867. Geo B. Saunders. Judge of Probate

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Fees for	\$36.45
Transcript	
1 Certift & Seal	.50
State Tax on Seal	1.00
Co Tax on do	.50
Stamp	.05

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Supreme Court of Alabama January Term 1867 Mary J Ivy, and Marth A Ivy a minor by her Guardian ad litem Reuben Chapman jr } Appellants v A A Coleman ex^r of last will & testament of Benj Ivy dec^d appellee

And now come the said appellants by attorney and assign as error 1. The rulings of the Court below to which exceptions were reserved. 2. The Court below erred in its final decree. Coleman & Van de Graaf, and T R Cornick Attorneys for appellants.

And now comes A. S. Van de Graaff atto. for the guardian ad litem and assigns as error. 1 The overruling by the Court below of the several motions made by the Contestants 2 The Court below erred in passing the interest items of the account as stated 3 The court below erred in allowing the Executor credit for the Confederate money received by him from Gary Maggard & Co, and for the funding therof in the form percent Confederate certificates A. S. Van de Graaff atto for, guardian ad litem of Martha Ann Ivy

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The Court is respectfully requested to give Judge Rice & myself time, say a few weeks, to file a Brief for Coleman in this case. M M Brooks