

Emanuel Bauguess Estate File – 1878

Documents on file at the NC State Archives in Raleigh.

My Summary

Emanuel Bauguess died in October 21, 1861. Jonas became the administrator of his father's estate after he died without leaving a will. On November 14, Jonas held an auction where Emanuel's personal property was sold and the money was to be put toward paying Emanuel's debts. He collected all the money, but after the war, much of it was worthless because he had apparently been paid in Confederate money.

Fourteen years later in August 1876, Jonas Bauguess filed a complaint in Superior Court against Elizabeth Holloway, Casa Bauguess, Richard Bauguess, Sarah Holloway, Reuben Bauguess, and Nathaniel Ingold and wife Lydia. Emanuel's widow had died within the past few months and Jonas wanted to finally settle the estate. Jonas claimed that the estate actually owed him \$40 plus another \$40 for his administration costs. Jonas wanted to sell the 30 acre tract owned by his father that was worth about \$25 to partially reimburse him for his losses.

His siblings didn't want Jonas to sell the land and pocket all the money. They said he had often claimed to have money left over after settling Emanuel's debts. Additionally, for years Jonas had tried to get them to sign over their share of the land to him, but they hadn't done so. To them, it now appeared Jonas was claiming the estate owed him money, using it as a ploy to get the family homestead.

In May 1877, Reuben Bauguess and Nathaniel Ingold turned the situation around and took Jonas to court asking that he make the final settlement of the account. Jonas answered that he couldn't do that because there were outstanding debts amounting to about \$50. He mentioned the ongoing court case where he wanted to sell Emanuel's real estate and apply that to the payments of those debts. He then said that if the defendants in that suit (i.e. his siblings) had cooperated and not filed this suit, he would have been able to settle the estate by now.

In April 1878, Jonas was in court and gave a line-by-line account of how and when he paid the debts. Sometimes he kept the receipt, sometimes he didn't, and sometimes he lost it. There's a lot of interesting information here including a statement by Jonas that the Richard Bauguess and John Bauguess who purchased items at the 1861 auction were sons of Emanuel. Also that this John Bauguess was killed in the war.

At that 1861 auction, John had bought more than anyone else, buying \$84 worth, including tools, a wagon, a rifle, and a horse. He was only about 18 years old, and he didn't have any money. His older brother Richard acted as surety for the costs. After John died in the war, Jonas could have collected from Richard, but he never did because "people" told him he couldn't collect debts during the war. In court, Richard counters that Jonas could have collected from him at any time, but didn't. He goes on to say that, for all he knew, maybe John did pay the \$84. Even if John never did, Richard says that he probably wouldn't pay it now since it's been such a long time. Jonas only recently stated it hadn't been paid.

Sometime in 1878, Reuben Bauguess made an oath in court that Jonas Bauguess should be removed as Administrator. He had failed to comply with the duties required of him. "And here of late by reason of his excessive intemperance he is totally unqualified".

In May 1878, the judge ruled in the Plaintiff's favor. Jonas was to receive \$87 plus 16 years' worth of interest, totalling \$170.98 from Richard Bauguess.

In the Fall 1878 term of court, the judge ruled that Jonas could not sell the land in controversy. Since he had just received \$170 from Richard, he no longer needed to do so to satisfy his remaining debts. Separately, I've found several deeds in 1880 where Jonas' siblings sold their share of Emanuel's 30 acres to Jonas.

When I first found this, all of the documents were out of order. I briefly scanned the pages, but the old handwriting made it difficult to fully understand the entire story. My initial thought was that Jonas was incompetent and should never have been the administrator to begin with. I was rooting for his brothers and sisters, the defendants.

Now, after reading the entire file, I've changed my mind. For the most part, and considering the situation, Jonas seems to have done an adequate job as administrator. Still yet, he would never be confused for an accountant. He didn't know the proper methods for getting receipts, and he certainly wasn't a good record keeper. His father had died at the beginning of a terrible four year Civil War that was certainly the top priority on everyone's mind. The auction had been conducted during the brief period when Confederate money held value. Additionally, his brother Richard was responsible for their deceased brother John's \$84 debt. If he had been upfront and honest, he would have offered to pay Jonas the money on his own. But he didn't.

This left Jonas knowing that his father's account was in the red. He couldn't – and didn't want to – settle the account until he had gotten all his money. This left the other siblings feeling cheated. They hadn't gotten anything from their father's estate, and it seemed as if Jonas was keeping it all to himself. His sister Elizabeth sent David Hanks to ask Jonas for just \$5 for her share of the estate. Surely she felt she was entitled to at least this much.

It seems like the case was settled as fairly as it could have been. Jonas received \$170 that he had been missing for 16 years. Richard paid the debt he should have paid years earlier. The other siblings were able to sell their part of the 30-acre tract to Jonas. I'm not sure exactly where this land was located, but it was in the vicinity of Christian Home Church in Dockery.

I descend from Emanuel Bauguess through his daughter Lydia who married Nathaniel Ingold.

What follows is a transcription of the pages found in the Estate File. Where I couldn't read the old handwriting, I used an underline _____ to denote missing words or letters. When I underline a word, it's my best guess, but too hard to read to be sure. I've intentionally corrected some of the misspelling and added punctuation where needed to make it easier to read.

The numbers in brackets at the top of most pages (i.e. [0818-0819]) refer to the images of the actual documents. I used a digital camera to copy the pages, and I can use these numbers to compare the transcription to the originals. They're only important to me.

[0818-0819]

An inventory of the property of Emanuel Baugess deceased sold at the sale on the 14th of November 1861.

1 cutting knife and box	bought by	John Gentry	at	\$1.20	
1 half bushel measure		do		\$0.25	
1 foot addz		do		\$0.25	
1 set of blacksmith tools		do		\$12.55	
1 hone		do		\$0.30	
1 Blade stack		do		\$1.20	
					\$15.75
1 mattock	bought by	John Baugess Jr		\$0.35	
1 lot of tools		do		\$3.20	
1 plough and gears		do		\$1.10	
1 grindstone		do		\$0.25	
3 plains		do		\$0.30	
1 lot of tools		do		\$0.05	
1 axe		do		\$0.375	
1 bay horse		do		\$42.05	
1 wagon		do		\$1.10	
1 rifle		do		\$5.58	
50 bushels of corn		do		\$28.00	
2 blade stacks		do		\$2.05	
					\$84.415
1 lot of tools	bought by	Reuben Baugess		\$0.65	
1 lot of tools		do		\$0.20	
1 hand jointer		do		\$0.80	
1 ridle		do		\$0.52	
					\$2.17
1 lot of tools	bought by	Thomas Joines		\$0.60	
1 wood work of a 3 horse wagon		do		\$6.25	
1 piece of cast steel		do		\$0.11	
					\$6.96
1 wood work of a one horse wagon		Richard Baugess		\$12.25	
					\$12.25
2 tubs & chisel		John Baugess		\$0.57	
6 tubs		do		\$2.05	
1 singling tub		do		\$0.50	
					\$3.12
					\$124.665

Jonas Baugus, adm

Return of Sale to Jan'y Term 1862; Recorded on page 293

[0772-0775, 0785]

North Carolina, Wilkes County Superior Court

Jonas Baugess Administrator of Emanuel Baugess

against

Elizabeth Holloway, Casa Baugess, Richard Baugess, Sarah Holloway, Reubin Baugess, Nathaniel Ingold and wife Lydia

Complaint

The plaintiff complains and alleges:

I. That Emanuel Baugess died intestate in said county of Wilkes some time during the year 1862, in which county he had resided for many years previous to his death.

II. That this plaintiff in the day of _____ 18 ____ made application to the late Clerk of Court of Pleas and Quarter Sessions of said county of Wilkes for letter of administration in the estate of the said Emanuel Baugess and the same were granted him in the day last before said. He having given the _____ by _____ was duly qualified as such administrator and has taken upon himself the _____ of such administration.

III. That the personal estate which by his said intestate at the time of his death has been insufficient to pay his _____. That he sold the personal estate owned by his intestate at the time of his death, _____ after he became the administrator, at public sale, in a credit of (blank) months, and the purchaser then executes their notes with surity to secure their said bids, which notes were then considered entirely solvent but in conveyance the result of the late war and the laws _____ since the close of said war. The said notes have become entirely insolvent and cannot be collected under existing lands.

IV. That the estate of his intestate is indebted to this plaintiff in the sum of about forty dollars which amount does not include _____s due him, and cost of administration which in his opinion will amount to some forty dollars.

V. That his intestate at the time of his death was the owner of the following described tract of land situate in said county of Wilkes on the waters of Roaring River containing about thirty acres, from lands of Jonas Baugess, Nathaniel Ingold, and Wm. Shepherd and others, and is of the value of about twenty five dollars and that the sum upon his death descended to the defendants Elizabeth Holloway who resides in the county of Alleghany, Casa Baugess who resides in Wilkes County, Richard Baugess who resides in Ashe County, Sarah Holloway who also resides in Ashe County, Reubin Baugess, ~~Jonas Baugess~~, Lydia wife of Nathaniel Ingold who resides in Wilkes County and this plaintiff who also resides in Wilkes County, all of whom are more than twenty one years of age, being the children and _____ly heirs at law of the said Emanuel Baugess.

VI. That his intestate owned no other real estate, and his said intestate left a widow surviving him who is now dead.

VII. That it is necessary to sell all of said lands for _____t_____ to pay the debts and liabilities of his said intestate.

Plaintiff demands a judgment or decree authorizing and directing him to sell said lands to the end that the proceeds thereof may constitute ___ts in his hands for the payment of debts and costs of administration upon such terms as to credit etc as the court may direct, and ask for all ___ and partnership in the premise to which he may be entitled.

Dula and Witherspoon
atto's.

North Carolina, Wilkes County

Jonas Bauguss, administrator of Emanuel Baugess beign duly sworn says he has been ___ the foregoing ___ and the sum is true to his best knowledge and information and belief.

Jonas Bauguss [his shaky signature]

Subscribed and sworn to before me August 21st 1876

A. H. Horton, Clk. Sup. Court

[0795-0796]

Wilkes County in the Superior Court

Jonas Bauguss, admr of Emanuel Bauguss

against

Elizabeth Holloway, Casa Bauguss, Richard Bauguss, Sarah Holloway, Reubin Bauguss, and Nathaniel Ingold and wife Lydia.

State of North Carolina

To the sheriff of Ashe County G_____:

You are hereby commanded to summon Richard Bauguss and Sarah Holloway the defendants above named, if they be found in your county to appear in the office of the clerk of the Superior Court for the county of Wilkes within twenty days after the service of this summons _____ exclusive of the day of such service, and answer the complaint, a copy of which will be deposited in the office of the clerk of the Superior Court in said county within ten days from the date of this summons, and let them take notice that if they fail to answer the said complaint within that time the plaintiff will apply to the court for the relief demanded in the complaint.

Hereof fail not, and of this summons make our return.

Given under my hand and the seal of court the 22nd day of August 1876.

A. H. Horton

Clerk Sup. Court of Wilkes County

[0799-0800]

[FORM]

Jonas Bauguss, admr of Emanuel Bauguss, decd
against

Elizabeth Holloway, Casa Bauguss, Richard Bauguss, Sarah Holloway, Reubin Bauguss, and Nathaniel
Ingold and wife Lydia.

(summon above named defendants to court)

Given under my hand and seal of said court this 22nd day of August 1876

A. H. Horton
clerk of Superior Court

[0804-0805]

[FORM]

Wilkes County Superior Court

Jonas Bauguss, administrator of Emanuel Baugus, deceased, plaintiff
against

Elizabeth Holloway, Casa Bauguss, Richard Bauguss, Sarah Holloway, Reubin Baugus, Nathaniel Ingold
and wife Lydia, defendants

(summons to court)

Given under my hand and the seal of the court, this 22nd day of August 1876.

A. H. Horton, clerk of court

[0792-0793]
[FORM]
Bond For Costs

Wilkes County in the Superior Court

Jonas Baugess admin of Emanuel Bauguss, deceased
against
Elizabeth Holloway, Casa Baugess, Richard Baugess, Sarah Holloway, and others

dated 6/5/1876

[Note on reverse.]
3 originals and 7 duplicates issued Aug 22, 1876

Received 3/4/1878 of Jonas Baugus, adm, \$5 to be accounted for in settlement of my fees in this case.
A. H. Horton, Clk

[0797]

North Carolina, Wilkes County in the superior court

Jonas Bauguss, admr of Emanuel Bauguss, plft
against
Ruben Bauguss and others, defendants

Nathaniel Ingold one of the defts in this action maketh oath that they are not ready for trial for the want of the evidence of William Spicer, David Hanks, Ruben Baugus, Richard Bauguss, Sarah Holloway, and Elizabeth Holloway whom he is advised believes to be necessary and material witnesses in their defense.

That they expect to prove by some of the said witnesses that the plft has said on several occasions that he had paid off all of the debts of his intestate and that there was something over.

That they expect to prove by the witness Richard Bauguss that the plft some time before he commenced this action tried to get him to go around and get the defts to sign a deed to the lands. That in controversy to him, this affidavit was not notified of the

[more? rest is missing]

[0809-0810]

North Carolina, Wilkes County in the superior court

Jonas Baugess, admr of Emanuel Baugess dec, plft
against

Elizabeth Holloway, Casa Baugess, Sarah Holloway, Ruben Baugess, Nathaniel Ingold and wife Lydia,
defts

The defts Ruben Baugess, Nathaniel Ingold and wife Lydia for answer to the plfts complaint say:

1st. That the facts set forth in paragraphs one and two of the plfts complaint may be true but insists upon plfts making proof the same.

2nd. That in answer to paragraph three of said complaint, they over and alledge that there was more than enough of personal property belonging to the estate of his intestate to pay off his indebtedness instead of it being insufficient as alleged in said paragraph, and that that part of said paragraph which alleges that said personal property was sold on a credit of (blank) months may be true, but defts insist that if such was the case, that all of the debts contracted by reason of said sale have been collected, and if they have not been it was on account of his (plfts) negligence and inattention to business.

3rd. That the allegations set forth in paragraph four of the plfts complaint are untrue, that the same Emanuel Baugess does not owe the plft a cent from what information they have been able to obtain, and if he does, the plft is barred from securing the same by reason of the statute of limitations and that they rely upon the same together with the other matters of fact herein set forth as a substantial defense in this action.

4th. That paragraph five plfts complaint is true.

5th. That paragraph six of plfts complaint is untrue.

6th. That paragraph seven is untrue.

The defendants herein named having fully answered as to judgment for their costs and that they be permitted to go without delay.

The defts Ruben Baugess and Nathaniel Ingold maketh oath that the facts set forth in the foregoing answer are true to the best of their information and belief.

Ruben (X) Baugess
Nathaniel (X) Ingold

Subscribed and sworn to before me Oct 30th 1876.

A. H. Horton, clerk sup court

[0813]

North Carolina, Wilkes County, Superior Court, Spring Term 1877

Jonas Baugess admr of Emanuel Baugess
against Elizabeth Holloway and others

Petition to sale lands for assets

In the above action it is agreed by the parties that some action shall be _____ to the clerk of this court to take and state an account of the administration and report to the next term of this court whether or not it is necessary to sell the lands described in the petition for _____s

Dula and Witherspoon, atto for plaintiffs
Jno S _eran __, aty for Defts

[0799]

[FORM]

Spring Term 1877

Jonas Baugus (deft) charged for attendance of William Spicer for one day \$1.00

Mileage 30 miles at 5cts per mile = \$1.50

Additional 10ct fee

Total \$2.60

[0820-0821]
North Carolina, Wilkes County in the Probate Court

Reubin Bauguss and Nathaniel Ingold
vs.
Jonas Bauguss, Admr of E. Bauguss, decd

The defendant in answer to the citation served upon him in this case says:

I. That he is unable to file his J___ account as the administrator of Emanuel Bauguss deceased for the reason that the said estate is not in a condition for a final settlement.

II. That there are debts outstanding against the said estate to an amount of about fifty dollars or probably more, inclusion of costs of administration and that there is a suit now pending in the superior court of Wilkes County in which the plaintiff in this case an some of the defendants for the sale of the real estate of said Emanuel Bauguss for assets which the defendant expects to apply to the payment of the said debts and costs of administration.

III. That had it not been for the plaintiffs and some of the defendants in the said suit referred to, he would have been in a condition to suspend to the distribution by filing his said account but that they, by answering said suit _____ some issues, for the mere purpose, as plaintiff believes of delay, and the said issues are now in the said superior court to be proved upon by a jury of said court.

He therefore asks that said citation be dismissed at the cost of the complainants

Jonas Baugus (his shaky signature)
adm of Emanuel Baugus, decd

Sworn to before me May 3rd 1877
A. H. Horton, Judge of Probate

[0816-0817]

I _____ John T. Buttry to execute the within notice Sept 17th 1877.

J. F. Somers, Shff

Executed by reading the within to Rubin Baugas this 27th day of Sept 1877.

To Ruben Baugess.

Executed on Ruben Baugess only

(reverse)

North Carolina, Wilkes County in Superior Court

Jonas Baugus, adm of Emanuel Baugus

vs.

Elizabeth Holloway and others

Mr. Reubin Baugus

Dr Sir

You are hereby notified that I shall proceed to ascertain whether or not it is necessary to sell the lands for assets described in the above stated cause at my office in Wilkesboro on Tuesday 2nd day of October 1877 at which time and place you can attend if you see proper.

Sept 17th 1877

A. H. Horton

[0806-0807]
North Carolina, Wilkes County, in the Superior Court

Jonas Baugus, admr. of Emanuel Baugus
vs.
Elizabeth Holloway and others, Mr. Nathaniel Ingold and wife Lydia

Dear Sir,

You are hereby notified that I shall proceed to ascertain whether or not it is necessary to sell the lands for assets discussed in the above stated case at my office in Wilkesboro on Tuesday 2nd day of October 1877 at which time and place you can attend if you see proper. Sept. 17th 1877.

A. H. Horton

(on reverse)

I dispatch John T. Buttry to execute the within notice Sept 17th 1877

J. F. Somers, Shff

Execution by reading the within to Nathaniel Ingold and wife Lydia. This 27th day of Sept. 1877.

[0771]
North Carolina, Wilkes County
In the Probate Court
March 30, 1878

Jonas Baugus Administrator of Emanuel Baugus comes into court and in obedience to notice heretofore issued to him gives a new bond in the sum of two hundred dollars with A. Wiles, security. The said bond is adjudged to be sufficient and approved.

A. H. Horton
Judge of Probate

[0811-0812]

North Carolina, Wilkes County in the superior court

Jonas Bauguss admr of Emanuel Bauugss, decd, plft
against
David Hanks, Richard Bauguss, Ruben Bauguss, and others, deft

To David Hanks, Richard Bauguss:

I hereby summon you to personally appear at the court house in the town of Wilkesboro, NC on Friday 12th April 1878 to testify in behalf of defts in the above case before A. H. Horton, referee, appointed by said court to take and state an account in said suit. Herein fail not. March 30, 1878

Very respectfully,
John S. Cranor, attorney for defts

(reverse)

North Carolina, Wilkes County

This day appeared before the undersigned and being by me duly sworn says that he executed the within subpoena on (blank) by reading over the same to him on the day of April 1878.

Richard (X) Baugus
David (X) Hanks

[0802-0803]
Notes of Evidence

Ex 1. Voucher No. 1. Not objected to. Jonas Baugus being sworn states in relation to voucher as follows: that as admr. of E. Baugus he paid the amount set forth in this receipt. That the original note had been in his possession but has been destroyed or lost.

Ex 3. That he paid off this note in ___it___ done by himself.

Ex. 4. That he paid four dollars in full of this claim.

Ex. 5. That he paid this note the 1st day of May 1877 in full.

Ex. 6. I paid this note in full, but don't remember when.

Ex. 7. I gave this note for cost overpaid by Owen Hall in the suit between Wm. Hutchinson and my father.

Ex. 8. Don't know who it was I paid this to but I paid it.

Ex. 9. not objected to.

Ex. 10. I paid this account but I don't know exactly at what time, a short time after the old man died.

Ex. 11. I paid three dollars and fifty cents on thie account.

Ex. 12. I paid off this balance of this note but I don't know when I paid it or how much.

Ex. 13. I paid this note but I don't know when, sometime since my father's death.

Ex. 14. not objected to.

Ex. 15. I paid the debt mentioned and think I have it at home.

Ex. 16. Receipt from Dula and Witherspoon.

[0776-0784, 0786-0791]

Jonas Baugus, adm. of Emanuel Baugus

vs.

Elizabeth Holloway and others

In Superior Court before A. H. Horton, Ref ___ April 12th 1878

Notes of Evidence:

Jonas Baugus being sworn testifies as to vouchers as follows:

No. 1. I paid Wm. Spicer the amount set forth in this voucher for his attendance at court in the suit of Wm. Hutchinson vs. Emanuel Baugus. Voucher objected to by defts. counsel.

No 2. Plff. swears that he saw Rhesa Lyon sign this paper, that it was given for amount of a note due from my father which note has been lost. Objected to.

No 3. Exhibited to witness who says James Byrd is dead. I do not remember what part of this debt I paid. I expect I paid it all. Voucher objected to.

No 4. I paid \$4 for this receipt. Byrd and Spicer were witnesses in the same suit.

No 5. I paid this note off. Did not take it up till 1st day of may 1877. That T. J. Cacey resided in Western Va the last account I have of him.

No 6. Exhibited. I paid off the full amount of this note. Do not precisely when, think it was about fourteen years ago.

No 7. Exhibited. I gave this note for a claim that Owen Hall had against my father in the suit of Wm. Hutchinson vs. my father and paid the said note.

No 8. Exhibited. Perports to be a receipt, has no signature. I paid off Joseph Spicer's attendance in the suit of Hutchinson vs. my father. I am confident that this is the receipt I took from him. If there is no other receipt from him among the papers.

No 9. I paid the money expressed in this receipt. Ruffin Kennedy is now dead.

No 10. I paid thie account but do not remember when, but think it was a short time after my father died.

No 11. I paid Dr. York a medical bill for my father. The amount was \$3.50.

No 12. I paid off the balance of this note but I do not know when I paid it or how much I paid.

No 13. I paid off this note in 1863 or 1864.

No 14. I paid off this J__y to.

No 15. I took up the note referred to in this receipt by W. C. D'Journet. I paid the same. I do not know where the note is. I have the note. It is lost or mis-lain. During the war some of my papers were torn up.

No 16. Voucher admitted.

No 17. I paid the amount expressed in this receipt.

No 18. William Wiles held a note against the estate of my father for \$18 dollars principal. I do not know the date. It had been due two or three years when I paid it sixteen years ago. I took the note in possession. It was lost or misplaced during the war. I also paid James Byrd \$11 eleven dollars which amount was for a note due from my father, given for a still. I paid the said note during the war. I think the note was lost during the war. James Byrd is now dead.

I also paid Willis Walker a note due him from my father for \$7.60, do not remember the date. I paid in October about fourteen years ago. I do not know where the said note is. I put it with the other papers and it is gone. I can not find it. It has been lost or misplaced so that I can not find it.

I paid for burial expenses of my father \$2.37 ½ to Willis Walker who is now dead. I took no receipt for the same.

Cross examined by Defts. Counsel

Vouch 1. I do not know whether or not the records in the case Hutchinson vs. Baugus have been destroyed or not.

Vouch 2. I paid Rhesa Lyons the note 14 or 15 years ago last Oct. Rhesa Lyons lives in Wilkes County. Do not know that any one was present when I paid the note. The debt was created for borrowed money.

Vouch 3. I expect I paid all this note to James Byrd. If there had ever been a cut paid on it, I don't know it. I did not scratch out the credits on the note. I don't say I paid it all. The reason why I did not take receipts for the payment these notes, I did not know it was necessary. (Billy Mastin did not tell me it was necessary.) I took receipts whenever I had nothing else to show that I had paid.

Vouch 5. I paid the note given to William Wiles to Wilborne Wiles the 1st of last May. I paid it to him because he had the note. I did not pay it before because I thought I had paid till I had nothing to pay with. I paid it in money, leather, and blacksmithing. Welborn Wiles lives in this county. Emmitt Holloway was present when I took up the note. I do not know how long I have known of the existence of this note. I did not know till some time after the old man died. I knew it before I brought this suit. I paid it out of my own funds. I was not ___ upon it. I paid it off because Col. Dula told me it was right to do it. I paid it since I commenced this suit. I did not pay it off for the purpose of getting up debts enough to sell the land.

No 6. I do not know when I paid this voucher. Suppose it was about 14 years ago. I do not know where I paid it ___ it was was at Trap Hill. I do not know where Woodruff and Miller live. I think Miller lives in Yadkin. I do not know whether I paid it to Woodruff or Miller. I paid it all, principal and interest. I did

not find this note among the papers of my father. I paid this note out of my own funds. I sold property of Emanuel Baugus and expected to get it back but never collected but little of it.

Vouch 7. I gave this note to Owen Hall for costs which he said he had paid in the Hutchinson suit. I did not know it was necessary at that time to take his receipts.

No 8. I do not know who witnessed this receipt. To the best of my knowledge this receipt is Joseph Spicers. Joseph Spicer lives in Wilkes County. I did not know there was any cause for my having him present to prove the payment of this voucher.

No 9. No questions.

No 10. I paid this account but do not remember when. I paid it to Rich'd Baugus. He lives in this county. I did not think it was necessary to take his receipt, that the paper would show for itself. He is not under subpoena.

No 11. Dr. York is a resident of this county. I did not take his receipt at the time I paid this account. I paid it out of my own funds.

No 12. I paid all this note only what the credits on it. I paid it out of my own funds. I do not know when. I paid it to Reubin Sparks. Sparks lives in this county. I did not know it was necessary to have him here to show that I had paid off this note. I paid this debt out of my own funds.

No 13. I paid off this note principal and interest to Wm. Caudill. I do not know who was present. Caudill lives in this county. He is not under subpoena.

No 15. I paid this 14 years ago last October. I had the note when Mr. D'Journett gave me the receipt. I thought it was here on file with the receipt. I am certain I had the note when he give this receipt. I am sure it has been lost since this receipt was filed. I took up the note fourteen years ago. Mr. D'Journet has hbeen a resident of this county for a good many years. He is not under subpoena. I expect I paid this money out of the estate of Emanuel Baugus.

No 17. I took this receipt because I have lately found out that it was necessary to take receipts. I had paid the debt before the date of this receipt. I paid it while they were doing business at Trap Hill do not know how long that has been.

No 18. I did not take a receipt from William Wiles because I had the note and no one told me it was right to do it. I do not know where the notes to Wiles and two to James Byrd are. They have got misplaced some way. I do not know when I last saw them. I don't know that I have seen the cash note to Byrd in 11 years. I do not know when I last saw the Wiles note. When I took the note up I tore my father's name off of it. I am not in the habit always of tearing off the names off of notes. The reason why I did not tear the name off of the other notes, I found out it was wrong. I did not find any one of these old notes in my father's old papers after he died.

Question by defts counsel: Why have you not brought these men from whom you have lifted these notes to corroborate your statement in regard to their pay't?

Question objected to, for the reason that witness might not have considered the evidence material and that his own statement __ contradiction in regard to these notes ought to be considered as true.

I did not know it was necessary.

Adjournment till tomorrow 8 o'clock am.

Saturday April 13th. Court of reference met.

Jonas Baugus being recalled states I took John Baugus' note for \$84.41 with Rich'd Baugus surety at the sale on 14th Nov. 1861. John Baugus was not worth much property. Rich'd Baugus was considered good at that time. The note has not been paid or any portion of it. I can not find the note. I had it last August was a year ago.

I have never made any effort to collect the note. John Baugus was killed in the war. He did not own \$5 worth of property. The principal and surety were the sons of Emanuel Baugus.

The property sold to John Gentry \$15.75 has been paid for.

The property sold to Reubin Baugus has not been paid for. The John Baugus note has not been paid. Two years ago the security said he was not able to pay it and was not willing to if he could help it.

The property sold to Joines \$6.96 has been paid for. Also the property sold to Richard Baugus \$12.25 has been paid for. The \$3.72 worth of property sold to John Baugus was included with the largest note making it over \$87.

I could not have collect the note if I had tried when it fell due. People told me that there was no chance to collect debts during the war.

I paid \$3 to John Kerr Smith atto. fee and took no receipt. He went across the mountain and died. I also paid Mr. Boyden \$5 atto. fee and \$5 to Mr. Crumpler. I do not know whether Boyden and Crumpler gave receipts or not. I paid these two fees for services in case of Hutchinson vs. Baugus. I have not got their receiptps.

Cross Examined.

I had no debt against John Baugus except the one made at the sale. He had a horse when he went into the war. I did not get the horse, gun smith tools, or any other tools from him. I sold the gun to John Shumate for confederate money and Bro. John got the money. I never brought suit on the \$87 note. I did not ask for the note till I brought this suit for I did not think it worth while.

I never told Mr. Hanks or Mr. Ingold that I had paid off the debts of the estate. I joined in a deed to my mother for the land sought to be sold during her life time. After I had administered on the personal property. It was about a year after I took out letters that I joined in the deeds. My mother has been dead about two years.

I did not try to get Rich'd Baugus to go round and try to get the heirs to make me a deed before my mother's death. He owed me for a horse and told me if I would take mother home and build her a

house and give him the \$16 debt for the horse, he would go round and get the heirs to sign the deed. I did not first make the proposition to Richard Baugus. I have paid the balance of the debts except what I collected out of the notes out of my own money. I can not say now what my father's estate owes me. I can't count it up.

The reason why I did not bring suit on the \$87 note was that people told me that it could not be collected out of Richard Baugus.

Richard Baugus deft witness sworn states:

I went John Baugus security for \$87 (about) at the sale. Jonas Baugus could have collected the said note out of my by law at any time before the passage of the home stead law. He has never at any time called on me to pay this debt.

A short time before my mother died I went over to see her. Jonas said that the heirs ought to sign him a right to the land in controversy for taking care of mother and he would do it if they would make a right to it. He was claiming an \$8 debt of me. I told him if he would give me up the debt, I would sign him my claim over the law. He said he would do it if I would go round and get the others to sign the deed. I went round and saw them all but our debt did not affect anything.

Cross examined.

I do not know that I owe the estate anything. I understand that John paid the note. I do not know it to be so. If I was satisfied now that the debts have never been paid, I don't know that I would pay it because the thing has laid and laid and he has never said anything to me about it. The reason why I did inquire about the debt I expected it had been paid. Since my mother died, Jonas informed me that the debt had not been paid.

David Hanks deft's witness being sworn states:

At the request of Sally Holloway, I called Jonas Baugus (do not remember when) for five dollars if no more for her as an heir of Emanuel Baugus. Jonas said he had nothing to send, for that he only had four dollars left belonging to the estate after paying his father's debts. I suppose this consideration took place a year or 18 months after Jonas became administrator. That he is acquainted with the character of Richard Baugus and that it is good.

Cross examined.

Lives in two miles of him. I do not think that Richard Baugus is worth in real and personal property over \$600 or \$700. He has owned this land eight or nine years.

Redirect

Richard Baugus owned land in Alleghany before he moved to Ashe.

Nathaniel Ingold being sworn states. Five or six years ago, Jonas Baugus said to me that he had settled off all the debts that he knew of against the estate of Emanuel Baugus and that there was some over but did not say how much.

Richard Baugus being examined by the reference states that I was in debt some before the adoption of the present homestead law. I was in debt some. That from 1862 to the adoption of the present exemption laws, Jonas Baugus could have collected the note at any time from the time it fell due out of my property by process of law. I owned land all that time worth \$400 though I sold it for about \$250. There were no executions running against me during the time aforesaid.

Lodema Walker being sworn says:

That Willis Walker went to Jonas Baugus' before I was married and got some brandy. I do not know whether he got it on the debt from E. Baugus to Walker or not. I was married 10 years ago and he went to Baugus' three or four years before I was married. I do not remember how much brandy he got.

Lodema (X) Walker

Subscribed and sworn to before me April 12th, 1878.

A. H. Horton

[0808]

Before A. H. Horton April 1878

Jonas Baugus, adm of Emanuel Baugus

vs.

Elizabeth Holloway and others

Richard Buagus charges defts for 2 days attendance	\$2
80 miles travel to and from @ 5 cts	\$4
	\$6 total

April 13th 1878 sworn to before me A. H. Horton

[0808]

Before A. H. Horton April 1878

Jonas Baugus adm Emanuel Baugus

vs.

Elizabeth Holloway and others

David Hanks charges Defts for 2 days attendance as witness	\$2
80 miles travel @ 5cts	\$4
	\$6 total

Sworn to before April 13th 1878, A. H. Horton

[0768,0769]

Reuben Bauguss vs. Jonas Bauguss
Affidavit for removal of Admr

State of North Carolina
Wilkes County In the Probate Court
Reuben Bauguss vs Jonas Bauguss

Reuben Bauguss maketh oath,

That some time in or about the year 1862 or 63 the deft Jonas Bauguss qualified as the Administrator of the estate of his father Emanuel Bauguss, decd, he having obtained letters of Administration from the court of Pleas and Quarter Sessions of said county, and executed his bond for the faithful performance of his said trust with one H. Privette as his security. That since the appointment of the said Jonas Bauguss as Adminstrator aforesaid, his said security H. Privette has been adjudicated as bankrupt and has obtained his certificate of discharge from all of his debts and liabilities. And in addition to the facts stated, he is informed and believes that the said Jonas has failed to comply with the duties devolving upon him as such Administrator. And here of late by reason of his excessive intemperance he is totally unqualified to transact the business and management of said estate.

That for the reasons herein setforth, this affiant ask the court that the said Jonas Bauguess may be removed and the letters of Administration granted to him be forever revoked.

Reubin (X) Bauguess

Subscribed and proven to before me this 13th 1878
A. H. Horton
Judge of Probate

[0814-0815]
Brief
Filed April 24th 1878

Jonas Bauguss, admr
against
Elizabeth Holloway and others, the plft is not entitled to recover

1st. The proof does not show to what extent his intestate is indebted.

2nd. The proof shows that he has not properly administered the personal estate of his intestate in that he admits that he made no effort to collect the notes \$89.65 due his intestate which were solvent at the date of their execution and ad. non.

The proof is that these notes were solvent at the time he took them and continued to be so up to the adoption of the homestead 1868 and that the security to said notes is now worth six or seven hundred dollars. These notes were executed in 1862. 16 years which makes the principal and interest \$170, more than enough to pay all that is alledged to be due by his intestate. It has been decided by the superior court of the U. S. that the homestead of 1868 is not good against debts contracted before its adoption which makes said debts abundantly good now.

3rd. That plft is uted by the deed to his mother, he being the only creditor and party. Plft in this action can not take advantage of his own deed.

4th. That he has no right and is not warranted in administering the estate of his intestate only so far as he has assets in his hands belonging to the same.

5th. That plft must show his right to recover by the best of proof he is the only creditor interested in this action as the land was at the time letters were granted him, he had the right to retain his own debt and therefore his evidence should be taken with the utmost degree of caution in that a majority of the persons to whom that he claims to have paid money (but took no receipt) are residents of this county and that he has failed to bring a single one here to corroborate his statement as to these payments.

6th. That the proof shows that he sold on 9 months credit instead of 6 as the law directs.

J. S. Cranor, atty for defts

[0770]
Wilkes County, North Carolina
Justice Court

Transcript of Judgment before S. J. Ginnings , Justice of the Peace

Jonas Bauguss, Admr of Emanuel Bauguss, decd
vs.
Richard Bauguss

Judgment in the above entitled action was rendered for the Plaintiff and against the deft the 23rd day of May 1878 for \$87.00 principal with interest from April 19 --- amount of \$170.98 and interest on \$87.00 from date of judgment cost.

J. F. Somers, Shff	0.60	
S. J. Ginnings, JP	0.80	10 cts to Pltff

I certify that the forgoing is a true transcript from my docket of the judgment rendered in the said action by me, this May 29th, 1878

S. J. Ginnings
Justice of the Peace

[0798]

North Carolina, Wilkes County, in the superior court, Fall term 1878

Jonas Bauguss admr of Emanuel Bauguss decd, plft
against
Elizabeth Holloway and others, defendants

To the Hon. superior court of Wilkes County.

I A. H. Horton commissioner appointed to take and state an account in the above entitled case and to report whether or not it is necessary to sell the lands in controversy for assets to pay the debts of plfts intestate, report that it is not necessary to sell said lands for assets for the reason that the evidence shows that there are now in the hands of the plft solvent evidence of debt due and owing to his intestate that are more than sufficient to pay the amount of the alledged indebtedness of plfts intestate.

All of which is respectfully submitted,
A. H. Horton, comr.

[0794]

North Carolina, Wilkes County, Superior Court, Fall Term 1878

Jonas Bauguss, admr. of Emanuel Bauguss, dec, pltf.
against
Rubin Bauguss and others defts.

This cause coming on to be heard upon the report of the commissioner appointed take an account in said cause to ascertain whether or not it is necessary to sell the lands mentioned and described in plfts complaint for assets. It is adjudged that the report of the commissioner be in all respects confirmed (provided the plfts do not file exceptions to said report at this time of the cause, and if exceptions are filed this judgment to be sec____,) and that the defts recover their costs to be taxed by the clerk of this court.

J. F. Cranor
Judge _____

[0801]
Bill of Costs

Jonas Baugus
vs.
Elizabeth Holloway and others

3 original summons and ___s	\$3.25	
7 duplicates and ___s	\$3.50	
prosecution bond	\$0.60	
2 pl___s filed	\$0.20	
3 affidavits	\$0.30	
4 continuances	\$1.20	
2 notices and <u>capias</u>	\$0.40	
2 ;orders	\$0.50	
As referee 2 days @3.00	\$6.00	
Ju___ and docketing	\$1.25	
		\$17.20
J. T. BATTERY, D.S.	\$0.60	
J. R. Wyatt, Sheff	\$0.60	
W. D. Garner, D.S.	\$2.60	
Richard Baugus, P.W.	\$6.00	
D. Hanks, P.W.	\$6.00	
Cranor, Plffs counsel	\$4.00	
		\$15.80
		\$33.00
Cr. by cash as credited on P___. Bond	-\$5.00	
		\$28.00
April 11 th 1879 Cr by cash receipt given	-\$22.00	
		\$6.00
May 24 th 1879 by cash receipt given \$0.00 being balance		
