

Char Hays Ex^r of Mary H Hairston
who was Admⁿ of R H Hairston
On Final Settlement of her Administration
in The Probate Court of Greene
July Term 1866.

The Said Hays Ex^r as aff^d,
for Plea or Answer to the said
Complaint of Admⁿ R H Hairston Et al.
Says That the said Mary H
Hairston, was appointed Admⁿ of
said Hairston Estate, on the 14th of
Dec^r. 1864; and afterwards to wit
on the 18th of Dec^r. 1864, an Inventory
& Appraisement of said Hairstons
Estate was made & returned into
said Court by said Admⁿ
in which amongst other things
the Cotton of said Estate was
charged as follows to wit
"4000^{lb} ginned Cotton (appraised) \$1800."
"100,000^{lb} Seed Cotton " \$10000."
which appraised Value was esti-
mated at Confederate prices and in
Confederate Money or Treasury Notes,
And Said Ex^r avers & Says
That, the said Inventory and
Appraisement was in fact made
as an Estimate, or as the supposed
amount & value of said Cotton

In The Matter of the Settlement
 of Mary A Hairston Administratrix
 on the Estate of Robert
 A Hairston of Charles Bay, The
 Executor of the last Will and
 Testament of the said Mary
 A Hairston } In The Probate
 Court of Essex
 County, Mass
 Sep 17th 1846

The Administrator ad Litem
 Samuel W Cockrell, and the Creditors of Rob-
 ert A Hairston, Charge that at the time of the
 death of said Hairston he had on his Spring
 Hill plantation one hundred Thousand four
 nity of Cotton in the seed and unginned, fifty
 bales of Cotton averaging five hundred pounds
 per bale, and four thousand five hundred pounds
 of Cotton in the lint and unspun, making in
 all, ^{about} one hundred and twenty bales of Cotton, averag-
 ing ~~five hundred and ten~~ ^{and said} pounds per bale, and
 worth ^{about} ~~about~~ ^{three} ~~three~~ ^{cents} ~~per pound~~ ^{per pound}, that said
 Cotton was the property of Robert A Hairston at the
 time of his death, and the same went into the ha-
 nds of his Administrator Mary Hairston; and
 they now to Charge her with the same on
 this Settlement.

S. W. Cockrell Administrator
 W. B. & T. C. Clark
 Pine & Maple St.
 for Creditors

never returned in her said inventory —

Charles Hays. Exr. of Mary H. Hairston
who was Adm^r of R. A. Hairston died
on Final Settlement of her ad-
ministration of said Estate in
the Probate Court of Green County,
July Term AD 1856

by
Sam^l. W. Cockrell Adm^r ad litem
of R. A. Hairston died, Et als., ad-
itor of R. A. Hairston.

Be it remembered that on the final
proceedings which were had in said
Court on said Settlement the fol-
lowing facts appeared in Evidence
to wit; That Robt. A. Hairston was mar-
ried to Mary Hays in Green County,
Ala. on or about the tenth (10th) day of
July AD. 1856; that at the time of said mar-
riage the said Mary H. was entitled to in
her own right to an undivided interest
in her father's Estate in said County &
State; that afterwards, to wit on the 14th
day of Sept^r AD. 1857, the ^{land} ~~engross~~ of said
Estate was divided between her &
her sister, ^{who was the sole distributrix} & that afterwards, to wit, on
or about the 1st day of Aug. AD 1858, the
stock & perishable property of said Es-
tate was divided between ^{said Mary H. & the other distributees of said Estate.} ~~the said~~ & that
on or about the 1st day of Aug. 1858 the said

reverted in her said inventory —

Charles Hays. Exr. of Mary H. Hainston
who was Adm^r of R. A. Hainston died.
on Final Settlement of her ad-
ministration of said Estate in
the Probate Court of Greene County
July Term AD 1856

by
Sam^l. W. Cockrell Adm^r ad litem
of R. A. Hainston died. Et als., ad-
itor of S^r. R. A. Hainston.

Be it remembered that on the final
proceedings which were had in said
Court on said Settlement the fol-
lowing facts appeared in Evidence
to wit; That Robt. A. Hainston was mar-
ried to Mary Hays in Greene County,
ala. on or about the tenth (10th) day of
July AD. 1856; that at the time of said mar-
riage the said Mary H. was entitled to in
her own right to an undivided interest
in her father's Estate in said County &
State; that afterwards, to wit on the 14th
day of Sept^r AD. 1857, The ^{Hand} ~~major~~ of said
Estate was divided between her &
her sister, ^{who were the co-heiresses} & that afterwards, to wit, on
or about the 1st day of Aug. AD 1858. The
stock & perishable property of said Es-
tate was divided between ^{said Mary H. & the other distributees of said Estate.} ~~the~~ & that
on or about the 1st day of Aug. 1858 the said

R. A. Hairston took possession & control of his lands to wit: The Canfield place & the negroes thereon, to wit ^{about fifty} in number together with ~~least~~ ^{about} seventeen (17) mules, stock of hogs & cattle, plantation & farming utensils, & also of about thirty five hundred (3500) bushels of Corn, twelve (12) ^{double} stacks of fodder, about fifty five hundred (5500) pounds of salted pork. & that he continued in the control & possession of said premises ~~that~~ ^{& keeping up & carrying on the said farm} until he died on or about the 11th day of October 1864; that said ^{purchased in 1861, & gave up the Covertine} R. A. Hairston, ~~being the Covertine~~ ^{in his own right} held & owned a plantation known as the Spring Hill place about four (4) miles north of the Canfield place in said County & State, on which said place at the time of his death, there were about seventy one (71) negroes, twenty seven (27) mules, stock of hogs & cattle, farming utensils, &c. as will more fully appear by Copy of inventory & appraisement hereto attached & made a part of this Bill.

That said R. A. Hairston died on or a-
bout the 17th day of Nov^r 1864. That
said Mary H. Hairston was appointed
^{by the Probate Court of said Green County} & qualified as his Adm^r on or
about the 14th day of Dec^r 1864. That
she made & returned an inventory
of the property ~~on the 18th day of Dec^r 1864~~
& appraised ^{that the property was appraised at Confederate money value,} said Estate on the
18th day of Dec^r 1864; That at the time
of her said appointment & qualifica-
tion as Adm^r she was in bad health
& unable to attend to out-door business,
& so continued
up to the time of her death, which
occurred on the 28th of February
and during that time, Chas Hays acted as her Agent. 2
1865; That after wards to wit on the
25th day of March 1865 Charles Hays
was appointed by said Court & qual-
ified as the Adm^r de bonis nov. of said
R. A. Hairston dec^d. That afterwards
to wit; on the 14th day of Nov^r 1865 said
Hays was appointed, ^{by said Court} & qualified as
the Ex^r of the last will & testament
of said Mary H. Hairston, & that
afterwards to wit; on the 15th of Dec^r 1865
the said Chas Hays, as adm^r of said
by virtue of an order of the Probate
Court of said County, sold the person-
al property of the Estate of said Hair-
ston, (except the Collar) ^{as shown by his} at public auc-
tion, & returned an account of sale

thereof, a copy of which is hereto at-
tached as part of this Bill; & that after-
wards to wit, on the day of 1866
the said Hays reported the estate of the
said Hainston insolvent. & afterward
to wit on the 14th day of May 1866 the
said estate was declared insolvent
by an order of the Probate Court of
said County, & thereupon the Court
ordered & appointed the 2nd Monday
of July 1866 for the settlement of the
accounts of the said Hays as Adm.
aforesaid. & that to wit on the
day of 1866 the said Hays as
Ex. of s. Mary H. filed an a/c. for a
sett^t. of her admⁿ. on the Est. of
s. R. A. Hainston, which was ad-
vertised & set for sett^t. on the 2nd
Monday of July 1866.

It further appeared that the estate of said R.
A. Hainston was kept together for the year
1865 ^{by order of Court} on the application of s. Mary H.
admⁿ. as aforesaid.

Which order was granted & when
he lifetime: That said R. A. Hain-
ston resided in Entwah from the
year 1857, some 8 or 10 miles
from said plantation, until
his death & Mrs. Hainston contin-
ued at said residence until
her death. That after the death
of said R. A. Hainston, she took
possession of the Canfield plan-
tation, with all the property,
crops & stock on said place, claim-
ing it as her own, & never return-
ed any part of said property in her
inventory of the estate of said
R. A. Hainston.

(over)

Mrs Tomack's statement.

Mr & Mrs Hairston went to New York after their marriage, & on their return brought with them the Silver ware China Ware & glass ware, which they said were Mary's purchases while in New York. She Miss Hairston, said the Silver was her own purchases, & it was her taste. Mr Hairston was present, and sanctioned the statements. The Silver ware China Ware and glass ware mentioned above was in Mr Hairston's possession at his home in Canton during his life & at his death and is the same now in the possession of my son May Chas Hays. I don't know whether Mr Hairston paid for these things with his own money or the money of Mrs Hairston, I know that Mary carried with her money of her own to the amount of between two & three thousand dollars. I don't state this positively but it is to the best of my recollection and impression. ~~Hairston, who carried large amounts of money with her.~~ Mr Hairston was a man who had money & property of his own. The trip to New York mentioned above was a bridal visit and was made soon after the marriage. There was a portion of the household furniture belonging to Mr Hairston set apart for the use of the children, Ada & Percy. The real Silver was worth about \$200 - The plated Silver was worth about \$100 - Glass ware \$30 - China \$200

Questions by Mr. Clanton.

Q. 1st Was the silver plate mentioned marked in the name of Mrs. Haunton,

Answer. It was, that is the real silver was marked in her name - the plate was not marked at all. as I think but I do not know this positively

Q. 2nd. What was the value of the purchased furniture set apart for the children, -

Answer. I think it was worth about \$120 -

Q. 3rd. Was or was not the silver ware china ware, and glass ware, claimed by Mrs. Haunton as her own, and did or did not Mr. Haunton recognize this claim

Answer. It was claimed by Mrs. Haunton as her own, was recognized as such by the family and by Mr. Haunton -
4 Did Mrs. Haunton have a large property of her own, as her separate property, both personal and real at the time of her marriage with Mr. Haunton.

Answer. She did -

5- Can you state positively whether or not Mr. Haunton carried money of his own with him on the trip to New York

Answer. I can not,

Question 6. Was your opinion that Mr. Haunton was a man of wealth, founded on

your own knowledge or reputation.

Answer, On general reputation,

Deciding by the Weight.

How much of the Silverware was
Real Silver & how much plated,

Answer The Real Silver consisted in forks
& spoons, the balance was plated ware

Charles Hays Exr. of
Mary H. Hainston Deed.
Who Was

Adm. of
Robert A. Hainston Deed.

This being the time, to which
has been Regularly Continued, from the day
Originally Set, for Charles Hays, Exr. of
Mary H. Hainston, Deed, Who was Adm. of
Robert A. Hainston Deed. To make a final
Settlement of the said Mary H. Hainston
Administration of the Estate of her Husband
Robert A. Hainston Deed. late of Greene County
Mo. Come the Parties - To Wit -
Charles Hays Exr. of Mary H. Hainston Deed,
who was Adm. of R. A. Hainston Deed, and
also came, the said Charles Hays, ^(the now) Adm. De-
bonis man, of the Est. of R. A. Hainston Deed, and
it appearing to the Court, that Charles Hays, the
Adm. Debonis man, of the Estate of R. A. Hainston Deed,
is also the Executor of the last Will & Testament, of
Mary H. Hainston, Deed, who was the first Adm.
of the Estate of the said R. A. Hainston Deed, and
that as such Exr. he is a party interested ad-
-idly to the Estate of the said R. A. Hainston Deed,
of which Estate, he is Adm. Debonis man,
It is therefore, (Under & by Virtue of the provis-
-ions of the Act, of the Legislature, "Entitled" an
Act, to allow Probate Judges, to appoint special

Administrators, in certain Cases. Appointed Nov. 27th 1863.)

Ordered by the Court, that Samuel W. Cookrell, Jr, and he is hereby appointed Special Adm^r. for this particular proceeding, without Bond being required, in order that he may take the necessary steps, to Represent fully, the Interest of the Estate of R. A. Hinster Dead, in place of Charles Hays, and giving the said Cookrell, power, to take the necessary & proper receipts and Execute Bond, to prosecute, or defend, any, & all Appeals which he may think necessary, & proper, as the case may be that may grow out, of this final Settlement, and to do, and perform, (as Special Adm^r.) Whatever may be necessary in the premises, in this, or any other Court, to which appeals from this Settlement, & Court may lay, or be taken.

And who (to Wit. The said S. W. Cookrell) now being in open Court, Consents in Writing, to take the appointment and act. And it appearing further, that the said Robert A. Hinster, hath two Minor Children, to Wit - Ada, and Percy Hinster, and no Person appearing to Represent them It is Ordered by the Court, that Jerome Clenton, an experienced and Competent Attorney, out of Kin, to any of the parties adversely interested, to said Minors, Jr, and he is hereby appointed, Guardian Ad Litem, for said Minors, who here now in open Court, in Writing, Consents to act. And it appearing further to the Court, that the Estate of the said Robert A. Hinster, on the application of Charles Hays, Adm^r. De-
-btor now, was declared Insolvent, on the 14th day of May 1866, and whose final Settlement, Will be taken up, after this Settlement,
Come Sundry Creditors of the said

R. A. Winston, Decd. by their Attorneys, to Represent, and
against the Special Adm. in Representing the Interest of the Estate
of R. A. Winston Decd. which is Insolvent, which was allowed by
the Court. And it now appearing, that all parties Interested, are
now properly Represented, and are in Court, and it appearing
that due & legal Notice, hath been given, of the time set to
make a final Settlement of Mary H. Winston's Administra-
-ship By C. Hays, Exr., for more than three Sufficient Weeks, by
Publication, in the "Whig & Observer," a Weekly Newspaper
published in this County. The parties all, announce

themselves ready for trial. Whereupon the Court proceeded, or
rather, in other words, Charles Hays, Exr. of Mary H. Winston, Decd.,
who was Adm^r. of the said R. A. Winston Decd. by his Attornies
proceeded, to State, & did State an Account, Charging themselves
on the Debit side, of said Account, With \$15.⁰⁰ in Spices on hand
at the time of the death of Intestate.

Also, with \$668.⁵⁰ for Dollars, Confederate Treasury Notes, found in
the Pocket Book, of R. A. Winston. A

Also, with the Sum of \$2200.⁰⁰ Dollars, Confederate Money Received
from S. S. Webb, of Mobile, for Property sold, for Deceased in his
lifetime.

Also, with the Sum of \$6915.⁰⁰ in Confederate Money which was
Received by Mary H. Winston as Adm^r. from Confederate States
Army, for feeding Government Horses &c.

Which Executor Stated, & claimed under advice of Counsel was all
of the Assets with which his Testator, Administration was charge-
-able with. They then proceeded, with the Credit side of the
Account, and which was proved & allowed, by the Court, and

6
placed them, as Credits, the following Sums, To Wit
Decr. 30th. 1864. By amt. paid T. C. Hankins Executor for the year
1862, 1863. & 1864. in Confederate Money, \$2310. 68^{cts}.

Also. By amt. paid, "Anderson," Voucher No 2, Confed. Money \$40⁰⁰.

Also, January 2^d. 1865. Amt. paid T. C. Anderson Voucher No 3. \$206⁰⁰.

Also, Same date, paid A. Gullaway Sheriff, Confed. Money, Voucher No 4
\$325 23/100, Dollars.

Also, amt. paid W. O. Harris, in U.S. Currency for Printing \$34⁰⁰

And also, the Executor presented in Court, Confed. States Treasury
Notes, to the amount of \$6915⁰⁰, Dollars, which he alleged

was the property of R. A. Hecriston Decd. and which was the same
Received by Adm^{or} in her lifetime, of the Confed. States Government.

This was not denied, by the Guardian Adlitem, nor, by the special

Adm^{or}, nor by any of the Attornies, for the Creditors, And the Ex^r.

Hays, by his Attorney, Moved the Court, for a Credit, for the same.

The Court Ruled, that the Credit should be allowed, but that the

Adm^{or}'s Commissions should be allowed, and ^(deducted) paid out of it.

And it appearing, that the Commissions, amounted to the Sum

of ^(319.86) \$319.86/100 Dollars. The Same is Credited & allowed as Commissions

and the difference between that amount, & the amount of Confed.

Money Moved above, is also allowed, as a Credit to the Adm^{or}.

Say - the Sum of \$6597. 38/100 Dollars, now Deposited in Court

as a Voucher, and allowed as such, to the allowance of Commissions

in this Matter, Ex^r. Hays, Objected, & excepted.

And here the Ex^r. Hays, by his Counsel, stated, that the foregoing were

all the Credits, to which they were entitled, except Court Cost, and

Attorneys fee.

The Account, as thus Stated, J. W. Caskell, Special Adm^{or}, and the

Attornies for Sundry Creditors, of R. A. Houston the Decd. were not satisfied, but did not object, so far as the Account was stated. But moved the Court, to Charge, Sundry other Items, on the Debit side of the Account, and introduced, the Inventory of Mary A. Houston, which was made, by her, in her lifetime as Adm^r of R. A. Houston Decd. as Testimony, & Sundry Vouchers, to prove Sundry items, with which they sought, to Charge her, the Value of or, in kind, which they (the Special Adm^r, and Creditors) Contended that the said Adm^r, was properly Chargeable with. Some of which were in her Inventory, and some of which were not in her Inventory, and some of which, were the Emblements of her Separate Estate, whilst under the Management, & Control, of her said Husband. R. A. Houston Decd. including Crops, grown, on her Separate Estate during the Year, in which her Husband died, and not particularly named here, Because, the Ex^r. Hays, & the Special Adm^r, Caskell, excepted, & objected, to ~~the~~, on both sides, to many Findings of the Court, in the Sundry Matters of Contest, &c. and, ^(both) filed Exceptions, for Record, which more particularly show the ^(particulars) evidence, & Findings of the Court.

But, on the Sundry motions made to Charge, the Adm^r, many of which, were refused, and many Charged, and in the aggregate in addition to what was Charged, On the Account, in the Contest The Court Charged Sundry Items, to the amount of \$6400.00. Dollars. And further, with 72 Bales of Cotton, but the Value of it not Charged, because the Cotton, the Adm^r. De lais own, Charles Hays acknowledged, that after he was appointed Adm^r. De lais own, the said Cotton, came to his hands, & for which he must account on his Settlement, as Adm^r. De lais own. The said 72 Bales is therefore

8

Debited on the Debit side of the Account, and Credited on the Credit side of the Account, instead placing value thereby, in this Settlement.

The Court, allowed an Attorneys' fee, ^(n. 3. 14) of \$100.⁰⁰ Dollars to the Exr. also a fee of \$100.⁰⁰ Dollars, to the Special Admin. J. W. Cockrell, Esq. to be paid out of the Estate of the said Robert A. Heinster Decd.

It appearing to the Court, that the Cost, of Judge of Probate, exclusive of his Cost, in the Matters of Contest, Amount to the Sum of \$54.²⁰/100 Dollars, and that the Cost of his fees in the Contest matter, Amount to \$12.⁰⁰ Dollars, and that the Cost of Witnesses, Amount to the Sum of \$238.⁵⁰/100 Dollars, in Contest Matters, and that the Sheriffs Cost, amounts to, \$15.⁴⁵/100 Dollars, and that the Cost of Jurors, Amounts to \$36.⁵⁰/100 Making the entire Cost, in the Aggregate, to the Sum of \$356.⁶⁵/100 Dollars. It is Considered, Adjudged, & Decided, by the Court, that the Estate of R. A. Heinster Decd. is Chargeable, with \$54.²⁰/100 Dollars, which accrued, in the due Administration of the Estate, and in the accounting of ~~which~~ there were no Contest Wks involved.

It is further Ordered, Adjudged, & Decided by the Court, that the Cost, which accrued in the Pending matters, of Contest should be paid, in part, by the Estate of R. A. Heinster or out of his Estate, and in part, by Charles Mayo, as Exr. of Mary M. Heinster. to Wit-

It is Ordered, that the Estate of R. A. Heinster be Paid with \$80.⁰⁰ D^s of said Contest Cost, & that the Estate of Mary M. Heinster, be Paid, with \$202.⁵⁰/100 Dollars. the

balance of the said Court Cost. and for the latter
her Estate, or her Exr. shall be entitled to no Credit,
from the Estate of Robt. A. Hairston Decd. for which
Costs, against the Respective parties, to wit, against
Charles Hays, Admr. De bonis non, of R. A. Hairston Decd.,
Execution may issue, To wit. for \$134.²⁰/100 Dollars,
and for the balance \$202.⁴⁵/100. D's Execution may issue
against Charles Hays, Exr. of Mary A. Hairston Decd.,
~~and~~ As to the Distribution of Costs, neither of the
parties object, or except.

It therefore appears to the Court, that from the Account
as stated, and by reference thereto, that the Debit Side of
the Account amounts to the Sum of \$16179.¹⁵ Dollars
not including the 72 Bales of Cotton. And that the
Credit Side of the Account, not including the 72 Bales
of Cotton, amounts to the Sum of \$10166.³⁰ D's
which includes, Attorney's fees, Special Admr.
fees, Court Costs, and Commissions, allowed
on \$358.²⁰, as shown by the Account -
which leaves a balance due the Estate of
Robt. A. Hairston decd, by Mary A. Hairston
Decd, (or by her Estate) who was the Admr.
of the said R. A. Hairston decd,