

Foote vs Grigsby
Deposition of William B. Tyler
7 September 1829

In Pursuance of the enclosed notice we the undersigned Justices of the Peace for the County of Prince William on the 7th day of Sept. 1829 at the Tavern kept by Mrs. Jane Williams in the Town of Brentsville between the Hours of Nine O'clock A.M. and five O'clock P.M. proceeded to take the Deposition of William B. Tyler to be read as Evidence in an Injunction case depending in the Chancery Court Fredericksburg where Richard Foote is Plaintiff and Aaron Grigsby is Defendant.

The Deponent Wm. B. Tyler being first duly sworn deposeth and saith in answer to the following interrogatories – Interrogator 1st Did or did you not attend in the summer of 1828 before Messrs Charles Hunton & Charles Ming in the character of counsel for Richard Foote in a matter referred to them as referrers between said Foote and Aaron Grigsby, and if so state the deportment of said arbitrators towards the said Foote on that occasion and every thing that transpired in relation thereto.

Said attended as counsel for Foote the arbitration referred to and when the said arbitrators were considering two items of offsets produced by Grigsby to wit, an account for goods purchased by Grigsby by (I believe) for the use of Miss Eliza Garrett of Messrs Cowles & McNash (I believe) and an account for goods purchased in like manner of James & Silas Foster the (blank space) Foote objected to their admission as being if due at all, which he expressly denied due from him as Adms. Of said Garrett whom he had married subsequent to the creation of the accts and who had died previous to any demand having been made of the said debts. I also urged the same objection to their claims being allowed as offsets in a suit between the parties in their individual character as the claims were due from Foote in a different right to wit as the administrator of Eliza Garrett they not having been claimed of Foote during said Garretts life in such manner as to make Foote liable as her Husband, the arbitrators allowed the claims agreeing however at my request to state our objection in their award which they entirely failed to do, although one of them was furnished by me with a written statement, one of the arbitrators Mr. Hunton further observed to Mr. Foote, that no Gentleman would refuse to pay these claims, whereupon Mr. Foote left the room and said that he would not attend personally to the arbitration but would confide it with me. I persuaded him to continue with me. I repeatedly during the fall of the year sought of the arbitrators & (of Mr. Ming especially) a return of the award which they postponed until March Court 1829 at which time I was absent from Court at a time subsequent to the arbitration, one of the arbitrators Charles Hunton said he considered my objection to the above mentioned claims as good in Law, but that he had allowed them believing that if Grigsby was forced to sue Foote as Administrator he would avail himself of the Statute of Limitations & thus get rid of their payment.

Question by Grigsby – Did you not say to me in conversation that Foote could not avail himself of the Statute of Limitations if sued as Administrator of said Garrett for the reason that he had acknowledged the account. – Ans. I do not remember to have expressed such opinion.

Wm. B. Tyler

Signed and sworn to before us Justices of the Peace for the County of Prince William this
7th day of September 1829

Jno. Fitzhugh
Wm. Cleary

