1861 - 02 Sauchampton Co Biddle, John Exr et al Vs Jaynes, A. E. & Co. et al

Biddle Esq.

v. 3 Papers

Joynir Sub

25-h.7

Biddle dal:

n } 3 cases

Joyner dal:

30 301 Stilly f: q.

John P. Biddle &c

v. Bill

A. E. Joyner & Co. Sal:

1858 June Rules

So. ampt. Cir. Ct.

To the Hon: Richard A. Baker, Judge of the Circuit Court of Southampton County—

Complaining shew unto the Court your Complainants John P. Biddle, and Edward P. Dabb and Edward W. Moore, merchants & partners doing business under the name and style of E. P. Dabb & Co.— Your Complainants respectfully represent and shew to the Court— That one of your Complainants, to wit: John P. Biddle, obtained a Judgment at the May term of the Circuit Court of Southampton County, which by Law commenced on the 2d day of May 1858, but which day being Sunday, the Court commenced its sejim on the 3d day of May 1858, against Wm Vesey (maker) and A. E. Joyner & M. S. Joyner, merchants & partners doing business under the name and style of A. E. Joyner & Co; (endorsers) of a protested negotiable note, for the sum of Four hundred and fifty Dollars with Interest thereon from the 1st day of February 1858 till paid and $2.63, charges of protest and the costs of suit which are $9.15— on which Judgment Execution has duly issued & has been placed in the hands of the Sheriff of ~~Nansemond~~ Southampton County— all of which will more fully appear by reference to the duly certified record filed herewith as part of this Bill & is marked (A.)—

That the said A. E. Joyner & Co. are also indebted to the said John P. Biddle, your Complainant the

sum of Three hundred and eighty one dollars & sixty cents (subject to a credit of $190:60 paid on the 21st October 1857) as will appear by their note dated the 5th of august 1857 payable sixty days after date, to Wm Vesey, & by said Vesey assigned to said Biddle — as will appear by said note filed herewith as part of this Bill marked (B.). That the said A.E. Joyner & Co are also indebted to, your Complainants, E.P. Dabt & Co the sum of one hundred & ninety eight dollars and seventy six cents as appears by their note dated 25th Sept. 1857 & payable six months after date, which is filed herewith as part of this Bill & is marked (C.) — That the said A. E. Joyner & Co are also indebted to your Complainants, E.P. Dabt & Co the further sum of sixty dollars and fifty one cents for goods sold and delivered to said A.E. Joyner & Co by said E.P. Dabt & Co at their (Joyner & Co) request — an account of which is also filed herewith as part of this bill & is marked (D.). Your Complainants aver & charge that the judgment aforesaid, in favor of John A. Biddle was and is a lien on all the real estate of which the said Wm Vesey, or the said A. E. Joyner or the said M. S. Joyner was possessed or entitled to on the said 3d day of May 1858 and that said judgment relates back to the first day of said Circuit Court of Southampton County

(and that all deeds or conveyances made by said Vesey, A. E. Joyner or M. S. Joyner on the said 3d day of May 1858 amying real estate in fact fraudulent void so far as said Judgment is concerned -

That on the said 3d. day of May 1858 the said A. E. Joyner, executed a deed of Trust to Benj.a B. Kindred as trustee to secure certain debts to Cuthbert D. Barham, John T. Powell, George T. James, Newsom R. Joyner, Peter Edwards & thereby conveyed the following personal & real estate, in the said County of Southampton, to wit: The House and lot now occupied by said A. E. Joyner at Boykins depot, with all the buildings &c thereon, a small tract of land say about fifty acres lately purchased of Exum Bryant and lying near Boykins Depot (and all the said Grantor's household and kitchen furniture of every kind, and one gray horse" all of which will appear by a copy of said deed filed herewith as part of this bill & marked (E).

Your Complainants further aver (and charge that the said A. E. Joyner &c. intending to delay, hinder, delay & defraud your Complainants, did on the said 3d day of May 1858 (they being merchants, carrying on business at Boykins depot, in said County, execute a deed of Trust to Benj.a B. Kindred as Trustee, to secure certain debts to Cuthbert D. Barham, Richard Sarden, Newsom R. Joyner, Lucy

W. Kindred and all other creditors of said firm – as will appear by a copy of said deed filed herewith as part of this Bill & is marked (A.) – That by this last named deed, ~~it is declared that~~ there is conveyed the stock of goods, groceries, hardware and all other merchandize of every description now in store of said firm at Boykins depot, stock of hogs, cattle, carts, machinery, harness, farming implements of every description, all bonds, notes open accounts and all other debts due to the said firm" That by said deed it is declared that the said firm (A. E. Joyner & Co.) shall remain in peaceable possession of all the property herein conveyed for the space of eighteen months from this date, and shall carry during that period, the mercantile business in which they are now engaged at Boykins Depot in the same manner as heretofore – At the expiration of that period, or the order of any herein benefited the said property is to be sold", the expenses paid &c That the powers reserved to the said A. E. Joyner & Co. in said deed, are incompatible with the avowed purpose of the grantors to furnish indemnity to his creditors; are equivalent in their effects to a power of revocation; and fully adequate to defeat the provisions of the deed, and is therefore fraudulent per se, null and void –; and all such provisions are and were expressly intended to hinder, delay and defraud the creditors of the

said A. E. Jozyer & Co. (and especially your Complainants) —

In consideration whereof and as this Court has ample power to grant the relief desired, To the End your Complainants pray that A. E. Jozyer & M. S. Jozyer (called Simeon Jozyer) merchants & partners doing busines under the name of A. E. Jozyer & Co. and in their individual right, Wm Veazy, Benj. B. Kindred (trustee) Cuthbert S. Barham, Richard Sanders, Stevens R. Jozyer, & Lucy W. Kindred & Jno. T. Price, Geo. T. James & Peter Edwards may be made defendants hereto, and be compelled to answer the several allegations herein on oath — That all the real estate in the first deed above named may be held liable to the judgment of your Complainant, John P. Biddle, aforesaid and be sold and thus applied — That all the estate, effects & profits in the second above named deed may be declared liable to your Complainants' demands and be converted into money & thus applied — That the Trustee under the same may be required to settle his account. That the said Deeds may be set aside as fraudulent, null & void and that all proper relief may be granted consistent with equity &c.

John R Kilby p. q.

Biddle &al.

vs

Joyner &c.

answer of

C. D. Barham

To the Hont. Rec. H. Baker. Judge of the Circuit Court of Southampton.

The Answer of Enthbert D. Barham to a bill filed in this Court against him and others by Wm. P. Biddle & others.

This respondent. saving and reserving all benefit of exception, to the many errors &c. contained in the said bill for answer says.

That Allen E. Joynes, since purchy, and honestly in order to pay respondent. in the sum of Eighteen hundred and fifty dollars, and of bond bearing date on 26th day of March 1857.- as will appear by the said bond, herewith filed, Marked (I) -. and your respondent being the security of Joynes, as stated in the bond of trust. dated May 31. 1858 - conveying real estate. - did fairly and honestly, so far as your Respondent is advised - execute a deed of trust on 3d day of May 1858. conveying. the house & lot, then occupied by the grantor at Boykins depot - a small tract of land about, fifty acres. near Boykins depot, & all the grantors household & kitchen furniture,

That the property conveyed was inadequate to pay the debts. secured - ~~and~~ This is established by the fact that the same has been sold and did not. realize one half the amount. of the bond secured to your Respt. and the debts on which he is security for the grantor. and your respondent must bear, in any event.

This respondent avers that There was any fraudulent combinance, to which he was a party, or of which he had any knowledge, to hinder delay or defraud the creditors of the grantor & creditors, not to defraud the Plaintiffs. in this cause -

Your respondent, admits that the Deed of the Pltff I. P. Biddle, which was obtained the day on which the trust deed referred, above was admitted to record - in

rises on the real estate conveyed, and is entitled by Law to satisfaction, before, your respondent can claim any benefit under the said deed - but he is advised and charges, that the other ~~Plaintiffs~~ Defendants, have no claim to any portion of the monies arising, from the sale of the real estate, but that the same is justly, & Lawfully due to your respondent - and he prays the same may be so decreed in this cause -

Your respondent further answers, that the second deed, filed in this cause, and marked (F.) executed by A. E. Boyce & Co - so far as ~~this~~ he is concerned was made, to secure a bona fide debt due by them to him on a note dated 18th September 1857. and therefore filed, marked (H) as a part of this answer, - that this claim is justly, & honestly due to your respondent, and should be paid out of the monies arising from the sale of the property conveyed in said marked (F.) and the property assigned of + according to the trusts & requirements of the said deed - and he denies all fraud & combination to defeat, hinder or delay the creditors of A E Boyce & Co

Your respondent knows nothing of the answers of the Plaintiffs, Wesley - and Sarah Ann -

He denies that the powers, vested in the deed of trust ~~xx~~ filed in this cause are incompatible with the purposes of the grantors, in executing his deeds - or that they can in any wise affect the rights & interests of your respondent, under the said deed - and submits to the court, that he should be indemnified according to the requirements of the said deed - and that as the property has been sold - and the proceeds now under the control of this Court he may be required, after satisfying the Receipt of Bidder, may look to your respondent, the income of the proceeds of the real estate to satisfy his demand and that the proceeds of the sale of the property conveyed in said marked (F.) may be paid according to the said deed -

And having answered, your respondent prays to be hence dismissed &c -

C. C. Barham

Southampton County, to wit.

This day the C. C. Barham personally appeared before me & made oath to the truth of the foregoing answer.

Given under my hand this 10th day of Nov 1858

J. J. Bottom J.P.

The Defendant refers to a deed of trust &c by A E Boyce & Co on 7th day of June 1858. filed in the case of Hurdle & others, & claims the benefit of that deed as a part of this answer -

1st case

On demand I promise to pay to C. L. Barham
the just and full sum of eighteen hundred
and forty dollars for value recd of him
given under my hand and seal this the 26th
march 1857 =

A. E. Joyner Seal

On demand we promise to pay to C. T. Basham the
just and full sum of two thousand one hundred
and seventy five dollars for value received of him
given this the 18th Sept 1857 = A. E. Ogden Nos Ends

$500. Richmond Sept. 9. 1857

Four months after date Pay to the order of Kent Pain Jr. at Branch Bank of Va. at Norfolk, Five Hundred Dollars, value received, and Charge the same to account of

To William Veney Esq
Norfolk

A. E. Joyner Jr.

No 2243

January 12

(C.)

Wm Vesey Jany 9/12

500.

~~Kent Bank~~ To

Cr. K. B. To

~~Hawkins Stephenson~~

Pay G. B. Camp

Cashier or order

~~W. S. Hawkins~~

Cash Dr.

Pay R. W. Breeden Esq

Cash or order

G. B. Camp Cash

by C. B. Bank

Mem. Made by C. V. Atty

Norfolk Jany 12. 1855

Wm. D. Bagwell

Charges $2.25 N. P.

at request of Wm Bank at Norfolk

This Deed made this third day of May in the year one thousand eight hundred and fifty eight between Allen E Joyner (grantor) of the first part and Benjamin B Kindred (Trustee) of the other part. Witnesseth that the said grantor hereby grants and conveys to the said Trustee the following property viz. the house and lot now occupied by said grantor at Boykins Depot with all the buildings thereon. a small tract of land say about fifty acres lately purchased of Exum Bryant and lying near Boykins Depot - all the said grantors household and kitchen furniture of every kind and one gray horse - In trust to secure the following creditors and securities of the said grantor - To Secure in the first place a debt due by bond or note now to Cuthbert D Barham dated in the year 1857 for about one thousand eight hundred and forty dollars - to secure said Barham free from all loss as security for said grantor to John T. Powell in a debt of about five hundred dollars and also free from loss in all other instances in which said Barham may be security for said grantor To Secure in the second place George T. James and Newsom R Joyner as securities to a debt of about three hundred dollars due to Peter Edwards, or to secure the payment of said debt - But it is expressly stipulated and agreed by all the parties hereto that the said grantor shall remain in peaceable possession of all the said Property for the space of eighteen months. At the end of that time the same may be sold according to law by the Trustee who shall pay the debts and liabilities as herein directed, reserving five per Cent Commissions pay over the residue to said grantor &c.

Witness the following Signatures & Seal

Witness

In. I Kindred

N. R Blow

A E Joyner (Seal)

Southampton County In the Clerks Office May the 3d 1858.

This deed of Trust from A. E Joyner to Benjamin B Kindred Trustee was proved by the oaths of In. I Kindred & N. R. Blow the witnesses thereto and admitted to Record.

Test

L R Edwards Clk

A Copy

Test L R Edwards Clk

Bidale &
al
Bzner & Co.

Report of
Receiver as to
Land sales

The Undersigned Reports that by authority of the deed of Trust executed by A. E. Joyner to him as trustee on the 3d of May 1858, conveying real estate only that he proceeded on the 2d. day of July 1858 at Boykins depot to make sale of said Land on three months credit, when C. D. Barham became the purchaser at of the House & Lot for $800:00
and also of the small parcel of Land (50 acres more or less) for 100.00
making $900.00

To 5 per cent Comsn on $300 $15.00
" 2 50. 00 on $600 12.00
$27.00

" expenses for deed 2.50 $29.50
Leaving nett $870.50

Benj. B. Kindred
Trustee & Receiver

Riddle z.

vs 3 Cami rotice -

Izmuzle z.

Commissioners Office
July 13th 1860 3

To John A Biddle, and Edward D. Tabb & Edward W. Moore Merchants & partners doing business under the name & Style of E. D. Tabb & Co

Plaintiffs

against

A. E. Joynes & M. S. Joynes (called Simeon Joynes) Merchants & partners doing business under the name of A. E. Joynes & Co: and in their individual right, Wm H. Vesey, Benj.a B. Kindred trustee, Richard Dadson, Cuthbert D. Barkum, Stevenson R. Joynes, Lucy W. Kindred, Jno. F. Powell, George T. James, & Peter Edwards Defendants.

John A. Bowne, Camp Bansal & Co, Herman & Co. W.H. H. Lovett, Dawson & Rawls, & R A. Worrell endorsees of Wm H. Vesey

Plaintiffs

against

A. E. Joynes & Simeon Joynes, merchants & partners doing business under the name & Style of A. E. Joynes & Co: Benjamin B. Kindred Trustee, Cuthbert D. Barkum, Richard Dadson, Stevenson R. Joynes, & Lucy W. Kindred Defendants.

Jacob Hecht & Bros & Co, John E Hodgeskiss for Chs Sharp) Kent, Paine & Co., D. J. Foley, & Bro, and H. V. Kinney-er

Plaintiffs

against

A. E. Joynes & Simeon Joynes, who are merchants & partners doing business under the name & Style of A. E. Joynes & Co: Benj.a B. Kindred, trustee, Cuthbert D. Barkum, Stevenson R. Joynes & Lucy W. Kindred Defendants.

You are hereby notified that I have fixed upon the 23rd Day of August 1860 to settle & take at my office in the Town of Jonesville the following accounts; A further account of B. B. Kindred's transactions as Trustee aforesaid; and that the said Commissioner make a Statement of the Debts due & owing to E. D.

Barham by said Deed of the payments thereon & the Balance due, required to be taken by the Decree of Southampton Circuit Court rendered on the 3rd day of May 1860 in three certain Suits in Chancery depending in said Court in which you are parties plaintiffs and Defendants; At which time and place you are required to attend.
Given under my hand, as Commissioner in Chancery of the said Court, the day and year first aforesaid.

Henry S. Howard Com.

To the Sheriff of Southampton County to execute

We acknowledge service of the within notice for the parties.

John R. Kelly for plts.
Jno J. Kindred for Defts.

Biddle

vs

Lozner & o

Report of
Receiver as to
sales of chattel
Estate &c

The Undersigned, Reports to Court that pursuant to the Deed of Trust executed by A. E. Joyner & Co. to him as Trustee & dated 3d May 1858, he made sale of the Chattel estate named in said Deed, from 29 June to 5 July 1858, and which amounts to £1453:32

That he has up to this day received from accounts &c. also conveyed in said Deed as per List — 202:50

£1655:82

That the outstanding debts conveyed by said Deed to him amount in gross to rather more than £3000. but what amount maybe collected is very uncertain — but all which will hereafter be accounted for

Benj. B. Kendrick
Trustee & Receiver

Biddle & Co.
v. } Stat. Rules
Joyner & Co. &c

1839 Nov.

Clk.	$ 9.84
Shff	5.50
Sum &c	16.50
	$ 31.84

C. C. Pinckney Costs.

Clk.	$ 1.44
Sum	15.00
	$ 16.44

In Southampton Circuit Court.

John P. Biddle and Edward P. Tubb and Edward W. Moore Merchants & partners doing business under the name and style of E. P. Tubb & Co.

v.

A. E. Joyner & M. L. Joyner (called Simeon Joyner) Merchants & partners doing business under the name of A. E. Joyner & Co. and in their individual right, Wm. Vesey. Benj. B. Kindred Trustee, Cuthbert D. Barham. Richard Darden. Newsom R. Joyner. Lucy W. Kindred. Jno. T. Powell. Geo. T. James & Peter Edwards.

1858. May 18th. Summons issued returnable to June Rules.
" June R. Sum. Ret. Ex. Bill filed & Decree Nisi v. Defts.
" July " Bill taken for confessed
" Aug " Cause set for hearing as to all the Defts. in the bill &c.
" Nov. Decree as filed &c.

18

1859 Nov Decree &c.
1860 May. Decree &c.
1861 April 1. Rept.
1866 May 7. Cause removed from the Docket

Biddle y als

os 3 Commissioners
Notice.
Ignr y al

Commissioners Office
Jerusalem, February 17th 1860.

To John D. Biddle and Edward S. Tabb and Edward M. Moore merchants & partners doing business under the name and Style of E. S. Tabb & Co Plaintiffs

against

A. E. Joyner & M. S. Joyner (called Simeon Joyner) merchants & partners doing business under the name of A. E. Joyner & Co. and in their individual right, Wm. West, Benj. B. Kindred, Trustee, Richard Darden, Cuthbert D. Barham, Newsom R. Joyner, Lucy W. Kindred, Jno. F. Powell, Geo. G. James and Peter Edwards Defendants.

John A. Barnes, Camp, Bansal & Co., Herman & Co., W. H. C. Lovett, Dawson & Rawls & R. A. Mizell, endorsee of Wm. West Plffs.

against

A. E. Joyner & Simeon Joyner, merchants & partners doing business under the name & Style of A. E. Joyner & Co., Benjamin B. Kindred, Trustee, Cuthbert D. Barham, Richard Darden, Newsom R. Joyner & Lucy W. Kindred Defendants

and

Jacob Nicht, Bro. & Co. John E. Hodsden for Chas Sharp & Co. Kane & Co D. J. Foley & Bro. & H. T. Nunez Plaintiffs

against

A. E. Joyner & Simeon Joyner who are merchants doing business under the name & Style of A. E. Joyner & Co. Benja. B. Kindred, Trustee, Cuthbert D. Barham, Newsom R. Joyner & Lucy W. Kindred Defendants

You are hereby notified that I have fixed upon

the 16th day of March next to take possession, at my office, in the Town of Jerusalem the following account:
"A further account of R. R. Kinsley proceedings as said Receiver & Trustee," required to be taken by the Decree of Southampton Circuit Court, rendered at the November Term 1859 in three certain suits in Chancery, depending in said Court, in which you are parties Plaintiffs and Defendants; at which time and place you are required to attend -
Given under my hand as Commissioner in Chancery of the said Court, the day and year first aforesaid -

Henry S. Howard Com.

To the Sheriff of Southampton
County to execute.

Do acknowledge Service of the within notice

John R Kelly p.q.
Jno J Kinsley p.q.

This Deed made this Seventh day of June in the year one thousand eight hundred and fifty eight between Allen E Joyner & Co. (Merchants - the firm composed of said A. E. Joyner and Simeon Joyner) of the first part and Benjamin B Kindred (Trustee) of the other part; Witnesseth that the said A. E. Joyner & Co. (grantors) do hereby grant and convey to the said Trustee the following property to wit. the entire stock of every description whatever of dry-goods, groceries, hardware, tin-ware, wood-ware and all other merchandize of every description now in store of said firm at Boykins Depot - Stock of hogs and cattle - Carts and one buggy and harness - farming implements of every kind - all bonds, notes, open accounts and all other debts due to the said firm In trust to Secure the following debts and securities - In the first place to secure a debt due by bond or note to Cuthbert D Barham for two thousand one hundred and seventy five dollars dated in the year 185[illegible] and to secure a debt due by bond to Same for five hundred dollars dated June the 7th 1858 - to secure the said Barham as security for said firm to Richard Darden for about eight hundred dollars due by bond, and to secure the said Barham free from all loss in all instances in which he may be security for said firm, by bond, note or otherwise - In the second place a debt due to Newsom R Joyner by said firm for about Eleven hundred and fifty dollars - and also to secure the said N R Joyner free from loss as Security for said firm in all instances whatever -

In the third place to Secure a debt due by said firm to Lucy W Kindred for about three hundred dollars due by bond -

Witness the following Signature Seal

- A. E Joyner & Co. (Seal)

Southampton County In the Clerks Office June 8th 1858.

This Deed was acknowledged by Allen E Joyner a party thereto and on the 10th day of June 1858 the said Deed was acknowledged by Simeon Joyner also a party thereto and was thereupon admitted to record.

Teste

S R Edwards Clk

A Copy

Teste. S R Edwards Clk

(204

This Deed made this third day of May in the year one thousand eight hundred and fifty eight between Allen E Joyner & Co. (merchants the firm composed of said A. E Joyner and Simeon Joyner) of the first part: and Benjamin B Kindred (Trustee) of the other part: Witnesseth that the said A. E. Joyner & Co. (grantors) do hereby grant and convey to the said trustee the following property, to wit. Stock of dry goods, groceries, hardware and all other merchandize of every description now in Store of said firm at Boykins Depot — Stock of hogs, Cattle — carts one buggy and harness — farming implements of every description — all bonds, notes, open accounts and all other debts due the said firm — In trust to secure the following debts and securities — First to secure a debt due by bond or note to Cuthbert B. Barham for two thousand one hundred and seventy five dollars dated in the year 1857 — to secure the said Barham as security for said firm to Richard Darden for about eight hundred dollars ($800.00 cents) and to secure the said Barham free from all loss or damage in all instances in which he may be security to said firm by bond, note or otherwise — To secure, in the second place, a debt due to Newsom R Joyner by said firm for about Eleven hundred and fifty dollars ($1150.00 cents) and to secure the said N. R. Joyner free from loss as security for said firm in all instances whatsoever — To secure in the third place, a debt due from said firm to Lucy W Kindred by bond or note for about three hundred dollars ($300.00 cents)

To secure in the fourth place, pro rata, all other creditors and securities of the said firm — But it is expressly stipulated and agreed by all the parties hereto that the said firm shall remain in peaceable possession of all the property hereinn conveyed for the space of eighteen months from this date, and shall carry on during that period the mercantile business in which they are now engaged at Boykins Depot, in the same manner as heretofore at the expiration of that period, on the order of any party herein benefitted. the said property is to be sold, the expenses of same paid, including five per cent commissions to the trustee, the debts and liabilities paid as directed herein and the residue paid to said firm

Witness the following signature and seal.

Witness
Jno I Kindred
N R Blow

A. E. Joyner & Co (Seal)

Southampton County In the Clerks Office May the 3d. 1858.

This deed of trust from A. E. Joyner & Co to Benjamin B. Kindred Trustee was proved by the oath of Jno I. Kindred & N. R. Blow the witnesses thereto and admitted to record.

Teste

L R Edwards Clk

A Copy

Teste L R Edwards Clk

(20 7)

Biddle gals

vs 3 Cam. Report.

Joyner gals

1860 April 2d

A further Account of the Transactions of D. B. Kinsey, as Trustee and receiver under the Deed of Trust executed on the 3rd of May 1858, by A. E. Jayne & Co.

1859		Dr.		Cr.	
Dec 31	By Cash of Ben C Parks on account			2	95
" "	" " " Ditto "			2	84
" "	" " " Ditto "			4	04
" "	To paid Ben C. Parks offset	2	95		
" "	" " Ditto "	2	84		
" "	" " Ditto "	4	04		
1860					
Jany 1	By Cash of Willis Beale acct & Int.			2	16
" "	" " " Solamon Parker " "			2	12
" "	" " " Joseph Bill " "			50	94
" "	To paid Joseph Bill offset	11	52		
" "	By Cash of Jesse Boon account & Int			11	33
" "	To paid Jesse Boon offset	2	75		
" "	By Cash of George E Beales acct &			5	25
" "	" " " Caleb Chitty "				15
" "	" " " Lewis Wilson "			23	48
" "	" " " Davis F. Bryant "			18	16
" "	" " " Caleb Chitty "				91
" "	" " " Jacob Evans "			8	00
" "	" " " Bill Turner (fn) "			3	95
" "	" " " Miles Artis (fn) "			5	03
" "	" " " William Day (fn) "			3	56
" "	" " " John Hunt (fn) "			3	42
" "	" " " Carr Holland "			3	72
" "	" " " Oliver Woodard "			13	00
" "	" " " Ben C Parks bal acct &			5	37
" "	" " " Wm Faircloth "			8	40
" "	" " " John Harrell bal "			7	01
" "	" " " Wm Whitehead " "			8	07
" "	" " " David Thomas "			14	04
" "	" " " E. J. Hill "			31	58
" "	Amounts Carried forward	34	10	234	78

1860							
Jany 1		Amount brought forward		24	10	2134	78
" "	By Cash of Starkey Woodard balance on account					12	57
" "	To paid Starkey Woodard offset to account			8	00		
" 6	By Cash of Parker Revel					59	86
" "	To paid Parker Revel offset			59	86		
Feby 16	By Cash of J H Cooper & Co					7	88
" "	" " " " Do					14	37
" "	To paid J H. Coopers & Co. offset			7	88		
" "	" " Ditto "			14	37		
" "	" Commissions on $319.40			15	97		
March 16	" balance due by Trustee & Receiver			189	22		
				319	40	319	40
" "	By balance due by Trustee & Receiver with interest thereon from this Day till paid.					189	22

Respectfully Submitted
Henry S. Howard Comm.

Commissioners Office
Jerusalem March 31st 1860

John P. Biddle & others — Plaintiffs
against
A. E. Joyner & Co & others — Defendants

J. H. Borum & others — Plaintiffs
against
A. E. Joyner & Co & others — Defendants

and

Jacob Hicks Bro & Co — Plaintiffs
against
A. E. Joyner & Co & others — Defendants

To the Circuit Court of Southampton County.

Pursuant to a Decree of the Circuit Court of Southampton County, rendered on the 9th day of November 1859 in three certain suits in Chancery depending in said Court between John P. Biddle & others plaintiffs and A. E. Joyner & Co & others defendants, J. H. Borum & others plaintiffs and A. E. Joyner & Co & others defendants and Jacob Hicks Bro & Co. plaintiffs and A. E. Joyner & Co. & others defendants, the undersigned, one of the Commissioners of the said Court to whom was referred for settlement a further account of B. B. Kindred's proceedings as Trustee & receiver, reports to the Court that on the 17th day of February 1860, he issued notices against the several parties requiring them to attend the settlement of the said accounts before him at his said Office, on the 16th day of March 1860, which notices were acknowledged by the attorneys for the parties. That Benj B. Kindred the Trustee & receiver appeared before the Commissioner in obedience to the said notice and thereupon your Commissioner made up the foregoing account.

Your Commissioner States Specially at the instance of B. B. Kindred Trustee & receiver that he has sundry other small amounts in his hands which he has not been able to collect & can only be collected by giving the parties indulgence &c.

Which account with the Decree and notices is herewith returned.

Given under my hand as Commissioner aforesaid, the day and year first aforesaid.

Henry S. Howard, Comm.

Bilaga

av Chefs Rapport.

Synes gälla

1859 April 2:a Rot:

John P. Biddle, and Edward P. Tabb & Edward Del. Moore, merchants and partners doing business under the name and style of E.P. Tabb & Co Plaintiffs

against

A. E. Joynes & M. S. Joynes (called Simon Joynes) merchants & partners doing business under the name of A. E. Joynes and in their individual right Wm. Vesey Beng B. Kindred, Trustee, Richard Dawson, Cuthbert D. Barham, Pearson R. Joynes, Lucy W. Kindred John J. Dowell, Geo. G. James & John Edwards Defendants. } In Chancery

John H. Brown, Camp & Bensal & Co Herman & Co, Wm H. C. Levitt, Dawson & Rawls & R. A. Dowell assignee of Wm. Vesey Plaintiffs

against

A. E. Joynes & Simeon Joynes, merchants & partners doing business under the name & style of A. E. Joynes & Co. Beng B. Kindred Trustee Cuthbert D. Barham Richard Dawson, Pearson R. Joynes & Lucy W. Kindred Defendants } In Chancery

Jacob Hecht Bros. & Co John E. Stokes den & (Wm. C. Sharp) Hunt, Plaine & Co D. J. Foley & Bro & H. B. Neimeyer Plaintiffs

against

A. E. Joynes & Simeon Joynes who are merchants & partners doing business under the name & Style of A. E. Joynes & Co. Beng B. Kindred Trustee Cuthbert D. Barham Pearson R. Joynes & Lucy W. Kindred Defendants } In Chancery

1st An account of the Plaintiffs' Demands shewing the amount in each of said Suits.

1st Suit				
Note due John P. Biddle 5th Oct 1857	381	60		
Interest thereon to 21st Oct 1857	1	03		
Due 21st Oct 1857 (Carried over)	382	63		

Amount brought over			382	63	
Paid Octo 31st 1857			190	00	
Leaves due 31st Octo 1857			192	63	
Interest thereon to 2d May 1859			17	67	
					210 30
Note due E. S. Tabb & Co 25th March 1858			198	76	
Interest thereon to 2d May 1859			13	15	
					211 91
Account due E. S. Tabb & Co 1 May 1857			40	81	
Interest thereon to 2d May 1859			7	26	
					47 77
Total amount in 1st Suit 2d May 1859					$489 98
2nd Suit					
Account due Jno H. Boreum 1 Jany 1858			112	69	
Interest thereon to 2d May 1859			9	03	
					121 72
Note due Camp Bensal & Co 7 May 1858			231	31	
Interest thereon to 2d May 1859			13	18	
					244 99
Note due Herman & Co 24th March 1858			796	99	
Interest thereon to May 2d 1859			48	88	
					845 87
Note due W. A. C. Levitt 25th May 1858			231	59	
Interest thereon to May 2d 1859			13	01	
					244 60
Note due Dawson & Rawls 26th March 1858			311	76	
Interest thereon to May 2d 1859			19	06	
					330 82
Note due R. A. Worrell 28th Dec 1857			156	00	
Interest thereon to May 2d 1859			12	48	
					168 48
Total amount in 2d Suit 2d May 1859					$1956 48

3d Suit					
Note due Jacob Hecht Bros & Co 8 Octo 1857			474	55	
Interest thereon to 2d May 1859			44	60	
					519 15
Account due Jno. G. Hodsden 1st Jany 1858			75	83	
Interest thereon to 2d May 1859			6	07	
					81 90
Draft due Kent Plant & Co 9th Mar 1858			300	00	
Interest thereon to 2d May 1859			34	42	
					334 42
Note due D. J. Foley & Co 21 Apl 1858			202	18	
Interest thereon to 2d May 1859			12	51	
					214 69
Note due A. Y. Niemeyer 10th May 1858			28	46	
Interest thereon to 2d May 1859			1	67	
					30 13
Total Amount in 3d Suit 2d May 1859					$1380 29
Amount in 1st Suit May 2d 1859					$489 98
" " 2d " " " "					1956 48
" " 3d " " " "					1380 29
Total Amount					$3826 75

Respectfully Submitted

Henry C. Harrad Comr.

2nd. An Account of the transactions of B. B. Minor as Trustee and receiver under the Deed of Trust from A. E. Joyner.

		Dr		Cr	
1858 June 30	By Amount of Sales real estate sold on Ninety days credit			900	00
" " "	To Commissions on Same	27	00		
" " "	" paid auctioneer	2	50	—	
	Amount to be carried forward	29	50	900	00

1858 June 30	Amount brought forward	39	50	900	00	1858 Octo 19	Amount brought forward	106	76	1087	66
" " "	By amount of Sales of personal property emerged under said Deed on a credit of ninety days with interest from date.			417	82	" " "	By Cash of A. A. Howell act			1	00
						" " "	" " " Wm. M. Preston "			11	45
						" " "	" " " Preston & Harrison "			12	00
						" " 29	" " " Robt. J. Fitch "			1	37
" " "	To Commissions on same	17	35			" " "	" " " Henry Burns "			16	11
" Dec 31	" paid John A. Riddle under decree rendered in this suit 12th Nov 1858	486	53			" " "	" " " Josiah Davis "			11	57
						" " "	" " " Caleb Lasiter "			3	25
						" " "	" " " Wm Johnson "			2	00
1859 March 14	" " C. D. Buckam under the same Decree	353	77			" " "	" " " James Lasiter "			3	11
						" " "	" " " Geo. Barnett "				50
" May 2	By Interest on $900.47			20	18	" " 23	" " " R. G. Barham "			29	34
" " "	To balance in hands of Trustee	420	62			" " "	" " " Wells & A. Bell "			12	28
		1357	97	1357	97	" " "	" " " Jno. W. Stricklin "				95
" " "	By balance in hands of Trustee & Receiver this day.			420	62	" " "	" " " Jesse Parker "			18	31
						" " "	" " " Jno Parker "			6	71
						" " "	" " " Exum Bryant Note			17	36
						" " "	" " " Same Interest			3	20
						" " "	To paid Exum Bryant not offset	24	97		
						" " "	By Cash of Lawson Beale act			3	20
						" " "	To paid Lawson Beale offset	3	00		
						" " "	By Cash of Elijah Britt act			1	35
						" " "	To paid Elijah Britt Due bill offset	1	35		
						" " "	By Cash John Channell account			18	58
						" " "	To paid John Channell offset as same	18	58		
						" Nov 28	By Cash of Henry Channell act			15	19
						" " "	" " " James Cobb "			2	59
						" " "	" " " Wm Taylor "			14	19
						" " "	" " " Benj. Barham "			2	45
						" " "	" " " John A Parker "			5	26
						" " "	" " " Sam Adams "			17	44
						" Dec 30	" " " Eli Vaughan "			2	14
						" " "	" " " Wm H. Dickens "			4	56
						" " "	" " " John A Marlow "			2	66
							Amount Carried forward	154	66	1327	14

An Account of the transactions of B. B. Kindred under the Deed of trust executed on the 3d of May 1858 by A. C. Jones & Co

		D.		C.	
1858 June 30	By Amount of account of Sales sold this on a credit ninety days with interest from date			1038	40
" July 3	To paid Nathan H. Thomas expenses	40	00		
" " 17	" " John Booth services	6	00		
" " 31	" " James H. Sykes Clerk	31	00		
	" Commissions on $1038.40	29	76		
" Octo 1	By Cash of Wm H. Boon act			3	50
" " 8	" " " James A. Jones "			1	44
" " 15	" " " Jno C. Sykes "			11	07
" " "	" " " Same "			22	55
" " "	" " " Same Interest				93
" " 19	" " " Benj J. Barnett account			9	77
	Amount Carried forward	106	76	1087	66

1858	Dec	30		Amounts brought forward			164	66	1327	48	1859	Feby	15	Amounts brought forward		175	69	1580	52
"	"	"	By Cash of	Jack Day in part of	acct				3	00	"	"	"	By Cash of	Anthony Brown	acct			31
"	"	"	"	Henry White Jr	"				1	17	"	"	"	"	Elijah Durell	"			25
"	"	"	"	Osker Bolton	"				21	26	"	"	"	"	Drury Beale	"		4	80
"	"	"	"	Margaret Williams	"				15	00	"	"	"	"	Wm Beale	Note		4	50
"	"	"	"	Mary Britt	"				2	00	"	"	"	"	Sam	Interest		1	67
"	"	"	"	Creasy Britt	"				1	58	"	"	"	"	Henry A. Ferguson	acct		1	25
"	"	"	"	Jno. Faircloth in part	of acct				10	00	"	"	20	"	Martha Smith	"			63
"	"	"	"	James G. Regent	acct				2	50	"	"	"	"	Gregory Hodgkins	"		3	14
"	"	"	"	Charles Fuller	"				33		"	"	"	"	Willis Jones	"			75
"	"	"	"	Caleb Barnes	"				16		"	"	"	"	A.D. Pope	"		8	54
"	"	"	"	Lewis Barnes	"				2	00	"	"	25	"	Polly Buck	"		6	50
"	"	"	"	Cash	"				4	87	"	"	"	"	B.C. Mallett	"		5	27
"	"	"	"	Tom Hunt	"				2	03				To Commissions on $579.67 at 3					
"	"	"	"	Daniel Murrell	"				14	07				per cent			11	59	
"	"	"	"	Henry Madery	"				3	45	"	May	31	By Interest on $931.64 from the					
1859	Jany	1	"	Nancy Sanderford	"				2	66				30th June 1858 which day				46	59
"	"	"	"	Edward Sanderford	"				3	06	"	"	"	To balance in hands of Trustee					
"	"	6	"	John Harrell	"				11	63				and Receiver		1477	59		
"	"	"	To paid	John Harrell	offset		11	63								1665	87	1665	87
"	"	10	By Cash of	Miles Daughtry	acct				9	38	"	"	"	By balance brought down in the				1477	59
"	"	"	To paid	Miles Daughtry	offset		9	38						hands of the Trustee & Re-					
"	"	17	By Cash of	Braxton Foley	acct				20	46				ceiver this day					
"	Feby	5	"	"	"	Henry Oberry	"				14	21							
"	"	"	"	"	"	Hughes Draper	"				19	26	Comm's for	$36.00		Respectfully Submitted			
"	"	"	"	"	"	Joseph Hare	"				18	62				Henry S. Howard, Com.			
"	"	"	"	"	"	James R. Jones	"				1	12							
"	"	"	"	"	"	James L. Worrell	"				3	88							
"	"	"	"	"	"	Orris Vick	"				1	38							
"	"	15	"	"	"	Ethelred Leigh	"				1	25							
"	"	"	"	"	"	Thomas Pope	"				16	33							
"	"	"	"	"	"	Nancy Turner	"					10							
"	"	"	"	"	"	Drury Beale	"					13							
"	"	"	"	"	"	Wm. Beale	"				14	8							
				Amounts Carried	forward		175	69	1580	52									

Riddle & als

vs Comm's Report

Joyner & als

1861 April 2d Rtd

A further Account of the transactions of B. B. Kinsley, as Trustee & receiver under the Deed of Trust executed, on the 3rd day of May 1858, by A. E. Joyner & Co.

		Dr	Cr
1860			
March 16	By balance due by last report by the Trustee & receiver		189 22
	To paid C. D. Barham under Decree of the 3rd May 1860	189 22	
	By Cash of John J Kinsley account int.		4 95
	" " " J. R. Joyner & Bros " "		10 19
	" " " Lucy W. Kinsley " "		36 83
	" " " Benj^a B. Kinsley " "		9 76
	" " " Edward Cloud " "		1 16
1861			
Jany 1	" " " David Fix "		84 36
" "	" " " Do interest on same		6 50
" "	" " " A. M. Wood account		10 83
" "	" " " Do interest on same		1 38
" "	" " " Exum Scott account		3 75
" "	" " " Do interest on same		45
" "	" " " W. J. Major account		4 87
" "	" " " Do interest on same		58
" "	" " " Edwin Harris account		1 00
" "	" " " Do interest on same		12
" "	" " " B. G. Turner account		4 00
" "	" " " Do interest on same		48
" "	" " " Brown S. Sykes account		1 35
" "	" " " Do interest on same		15
" "	" " " George James account		37
" "	" " " Do interest on same		04
	To Commissions on $1472.92 at 2 per cent	2 85	
	Amount Carried forward	1920 7 33	2 14

1861	Amt. brought forward	17207	332	14
	To amt. retained to pay additional costs under Decree May 3d 1860	55 31		
	" amt retained to pay D. C. D. Barham's costs	6 50		
May 2d	" balance due by Trustee & receiver	78 36		
		332 14	332	14
"	" By balance in hands of Trustee & receiver with interest thereon from this day till paid		78	36

Respectfully Submitted
Henry J. Howard, Com'r.

A Statement of the Debts due & secured to C. D. Barham by Deed & the payments thereon & the balance due.

Bond due C. D. Barham by A. E. Joyner & Co. on demand the 18th September 1857 for $2175.00
Interest thereon to the 7th November 1859, being two years 1 month & 19 days. 378.76
Amount due 7th November 1859 $2453.76

To Amount paid 7th November 1859 under decree of 7th November 1859 after deducting costs from Amount directed to be paid, first, the amt. being $1838.94 & costs $155.61 $1670 55
Leaves due 7th November 1859 $780.43
Interest thereon to the 3rd day of May 1860, being 5 months & 26 days 22 89
Amount due 3rd May 1860 $803 32
And Amount carried up

Amount brought up Due 3rd May 1860 $803.32
To Amount paid as of the 3rd May 1860 under the decree of the 3rd May 1860 $189.22
Leaving Still due to C. D. Barham on this Bond as of the 3rd May 1860 $614.10

Another Bond due C. D. Barham by A. E. Joyner & Co. Due 7th June 1858 for $500.00
Interest thereon to the 3rd May 1860 being one year 10 months & 26 day 57.16

The Aggregate Amount of both bond 3rd May 1860. $1171.26
Making a balance Still due C. D. Barham as of the 3rd day of May 1860 the Date of last payment of that amount Towit $1171.26.

Commissioners Office
Jamsalem March 30th, 1861.

To the Circuit of Southampton County.

Pursuant to a Decree of the Circuit Court of Southampton County, rendered on the 3rd day of May 1860, in three certain Suits in Chancery depending in the said Court, 1st of John D. Biddle & als against A. E. Joyner & Co. & als, 2nd of John H. Borum & als against A. E. Joyner & Co. and 3rd of Jacob Wicht & Bros. & Co. & als against A. E. Joyner & Co. & als. The undersigned, one of the Commissioners of the said Court, to whom was referred for Statement by said decree of A further account of R. R. Kindred's transactions as trustee, and that the said Commissioner make a statement of the Debts due & owned to C. D. Barham by said Deed & the payments thereon & the balance due, reports to the Court that on the 12th day of July 1860, he issued notices against the several parties aforesaid, requiring them to attend the settlement of the said accounts, before him, at his said office, on the 13th day of August 1860, duly executed & acknowledged. That the Trustee & creditor Benja. R. Kindred appeared before the Commissioner in obedience to the said notices and by consent the taking of said accounts was adjourned to the 19th day of February 1861, - When the Commissioner made up and completed the foregoing accounts. The Trustee informs he has not yet been able to collect all the accounts placed in his hands due A. E. Joyner & Co. and he thinks that about two hundred & two hundred and fifty Dollars more may be collected, though he is unable to say positively how much more, for so many of the persons against whom he had and has claims had offsets to them, that he scarcely knows who owes anything and who

does not. The accounts, deeds and notices are herewith returned.

Given under my hand as Commissioner aforesaid, the day and year first aforesaid.

Henry J. Steward, Comr.

Pleas, at the Courthouse of Southampton County before the Judge of the Circuit Court of the said County on Friday the Seventh day of May in the year one thousand eight hundred and fifty eight -

Be it remembered, that heretofore, to wit, on the 23rd day of March in the year 1858 came J. P. Biddle indorsee of A. E. Joyner & Co. by his attorney and sued out of the Clerk's Office of the said Court Summons against Wm Vesey (maker) & A. E. Joyner & M. S. Joyner merchants & partners doing business under the name and style of A. E. Joyner & Co. (endorsers) of a protested negotiable note, which Summons with the returns made thereon are in the words and figures following) -

"The Commonwealth of Virginia: To the Sheriff of Southampton County - Greeting): You are hereby commanded to Summon Wm Vesey (maker) & A. E. Joyner & M. S. Joyner merchants & partners doing business under the name and style of A. E. Joyner & Co. (endorsers) of protested negotiable note to appear at the Clerks Office of our Circuit Court of Southampton County on the first Monday in April next, to answer J. P. Biddle endorsee of A. E. Joyner & Co. of an action of Debt for $450. & Charges of protest $2.63. Damages $450. and have then there this Summons. Witness Littleton R Edwards Clerk of our said Court at his Office this 23d day of March 1858 in the 82d year of the Commonwealth.

L R Edwards clk

Return - "Executed April 3. 1858 on Allen E Joyner & M. S. Joyner by delivering them a copy. Wm Vesey non resident. Geo: W. Vick Dep'ty. for Wm W. Briggs Shff."

"The Commonwealth of Virginia: To the Sergeant of the City of Norfolk Greeting): You are hereby commanded to Summon Wm Vesey (maker) & A. E. Joyner & M. S. Joyner Merchants & partners doing business under the name and style of A. E. Joyner & Co. (endorsers) of protested negotiable note to appear at the Clerks Office of our Circuit Court of Southampton County on the first Monday in April next to answer J. P. Biddle endorsee of A. E. Joyner & Co. of an action of Debt for $450 & Charges of protest $2.63. Damages $450. And have then there this Summons. Witness Littleton R Edwards clerk of our said Court at his Office this 23d day of March 1858 in the 82d year of the Commonwealth.

L R Edwards clk

Return - "Executed by delivering a copy hereof to Wm Vesey - Thos J. Corprew Sergeant Norfolk City."

And at another day, to wit, at Rules held in the Clerks Office of the said Court on the first Monday in April 1858 came the plaintiff by his attorney and filed his declaration against the Defendants in the following words to wit.

"In the Circuit Court of Southampton: Southampton County to wit:

J. P. Biddle endorsee of A. E. Joyner & Co. plaintiff complains of William Vesey (maker) and A. E. Joyner and M. S. Joyner merchants and partners doing business under the name and style of A. E. Joyner & Co. (endorsers) of protested negotiable note of a plea that the said Defendants render to said plaintiff the sum of Four hundred and fifty dollars with interest thereon from the 1st day of February 1858 till paid which to the said plaintiff they owe and from him unjustly detain. For that heretofore, to wit: on the 29th day of September 1857 at said County the said Wm Vesey made his certain note in writing, dated on the 29th day of Sept. 1857 and subscribed by him — thereto, by which he promised to pay four Months after date, to the said A. E. Joyner & Co. by their firm name, or order $450. without offset, negotiable and payable at the Exchange Bank

of Virginia at Norfolk for value received And the said plaintiff avers that the said A. E. Joynes & Co. after the making of said note and before the same became payable, by their endorsement on the said note, to which endorsement they subscribed their names directed and appointed the sum of money specified, to be paid to the plaintiff of which endorsement the said Wm. Vesey afterwards on the 29th day of Sept 1857 had notice And the said plaintiff avers that when said note became payable, according to the tenor and effect thereof to wit. on the 1st day of February 1858. the said note was duly presented at the Exchange Bank for payment thereof and due demand of such payment was then and there made according to the tenor and effect thereof, but neither the said Wm. Vesey nor the said A. E. Joynes & Co. nor any person or persons who had drawn, did when the said note was so presented for payment thereof as aforesaid, or at any time before or afterwards pay the said sum of money in said note specified, or any part thereof, but wholly neglected and failed so to do: and thereupon the said note was duly protested for non payment to wit: On the said 1st day of Feby 1858 at said County aforesaid and the charges of such protest by the plaintiff amounted to $2.63 of all which premises the said A. E. Joynes & Co. afterwards & there. On the said 1st day of Feby 1858 had due notice. By means of which said premises, the said defendants became and are liable to pay to the plaintiff and an action accrued to the plaintiff to demand and have of and from the said defendants, the said principal, and charges of protest with interest on which demand. Nevertheless the said Defendants although often requested so to do have not as yet paid the said plaintiff the principal, interest and charges of protest as above demanded, or any part thereof, but to pay the same have hitherto wholly neglected and refused, and still neglect and refuse so to do. To the damage of the plaintiff of $450. & therefore he sues.

John R. Kelby p.q.

Whereupon the defendants having been duly summoned and not appearing on the motion of the plaintiff by his attorney it was ordered that judgment be entered for the plaintiff against the Defendants for the debt, interest and charges of protest in the declaration mentioned unless they should appear and plead to issue at the then next Rules.

And at another day, to wit. At Rules held in the Clerks Office aforesaid on the last Monday in April 1858. the defendants still failing to appear on the motion of the plaintiff by his attorney it was ordered that the conditional judgment entered in this cause at the last Rules stand confirmed.

And now at this day to wit. at a Circuit Court held for the said County of Southampton, on the same day and year first herein mentioned, to wit, on Friday the Seventh day of May 1858 (being the last day of the Term which commenced on Monday the 3rd day of May 1858) The judgment at rules at the Rules not having been set aside and the plaintiff being now entitled to a final judgment it is therefore considered that the plaintiff recover against the Defendants the sum of four hundred and fifty dollars with legal interest thereon from the 1st day of February 1858. the debt and interest and $2.63 the charges of protest in the declaration mentioned and his costs by him about his suit in this behalf expended And the said Defendants in Mercy &c.

Plaintiffs Costs $9.15.

The following is a copy of the note in writing, & endorsements thereon, upon which the foregoing action was founded, and of the order &c. protesting the same.

"$450 100/00 Norfolk Sept 29. 1857

Four months days after date I promise to pay to the order of A. E. Joynes & Co. for value received Four hundred & fifty 00/100 Dollars negotiable and payable, without offset, at the Exchange Bank of Virginia in Norfolk.

Wm. Vesey

Endorsements. "A. E. Joynes & Co.
"J. P. Biddle."

$450.00 Norfolk Sept 29th 1857.

Four months after date I promise to pay to the order of A. E. Joynes & Co. for value received. Four hundred and fifty dollars negotiable and payable, without offset at the Exchange Bank of Virginia in Norfolk.

Wm. Vesey.

Endorsed.
A. E. Joynes & Co.
J. P. Biddle.

Seal

United States of America
Virginia City of Norfolk. } ss.

Be it known that on the first day of February in the year of our Lord one thousand eight hundred and fifty eight at the request of B. W. Campbell Esq Cashier of Exchange Bank of Virginia I George Blow Jr. a Notary Public, in and for the City aforesaid, by lawful authority duly commissioned and sworn, did present the original note (a true copy whereof is above written) to the teller of said Bank at its Counter in Norfolk Virginia and demanded payment thereof. (the days of limit & hearing) elapsed) Whereupon he replied "no funds to meet it" which answer not being satisfactory I this day gave personal notice of the non payment and protest thereof to J. P. Biddle Esq. at Norfolk Va. and written notice of same tenor and effect to A. E. Joynes & Co. directed to them at Norfolk Va. and deposited same in the post office at Norfolk Va. Whereupon I the said Notary, at the request aforesaid, did protest, and by these presents do publickly and solemnly protest as well against the maker and endorsers of the said note as against all others whom it doth or may concern, for all loss, damage exchange re-exchange, principal, interest and costs already incurred, or to be hereafter for want of payment thereof.

In testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day and year above written

Protest & Record $1.00
1 Notice 10
Stat Stamp 150
postage 3
Charges. $2.63

Geo Blow Jr
Notary Public.

Transcript of Record

Test

J. R. Kelby Clerk

Exemplified

120

$ 202.18/100

Rockbridge Depot Va May 21st 1858

Thirty days after date we promise to pay to the order of D. S. Foley & Bro. Balto Two Thousand & Two 18/100 Dollars Value received Negotiable and payable at the Bank of Va. at Portsmouth

No.

Due 10/23 Dom

J. E. Seymour & Co

Sold by Lucas Brothers, Balto

$ 198.76/100

Norfolk, Sept 25 1857

Six Months after date We promise to pay, without offset, to the order of **E. P. TABB & CO.**, at their Office.

One Hundred & Ninety-Eight 76/100

Dollars for value received.

J. J. Seymour & Co

Biddle &
v 3 Cases
Injunction

with the consent of the
atty's signed thereon
It is ordered that
these causes be
removed from the
docket, and that
any party may
have the same re-
instated on proper
application to the
Court.

Apl. ct. 1866
To be entered
R. H. Parker

Norfolk Va

Mr. A. E. Joyner.

To Edw'd P. Tabb & Co

1856					
Oct 7.	To 2 Neat Boxes		37½	— 75	
	1 Doz Bradawns			— 50	
	6 pairs Darners		12½	— 75	
	1 M Gold Marks			— 88	
	¼ Doz Bail Boxes		4.50	1 12½	
	1 Neat Inks (8)			3 50	
	1 Neat Measures			— 75	
	Drayage & R.R. Freight		38¢	— 53	8.78
Nov 6.	½ Doz Brass Pad Locks		75.	— 37½	
	1 Gro Sewing Awls			1 25	
	1 Pair Brad Awl			— 87½	
	2 Doz Peg Awls assd.		18¾	— 38	
	½ " Braces		4.50	2 25	
	1 Set Brace & Bits			2 25	
	½ Doz Pad Locks		4.00	2 —	
	1 " Fancy Soap			1 —	
	1 " Bro: Windsor "			— 87½	
	½ " Breast Pins		18.00	9 —	
	¼ " Waffle Irons		7.50	1 88	
	Drayage			— 15	22.27½
Dec 22	1 Doz Bail Boxes			4 50	
	1 pr. Pliers			— 31	4.81
1857					
Jany 29	1 Doz Axes assd	11.50	13.00	24 50	
	Drayage			— 15	24.65
					$60.51

(Due by Average May 1st 1857)

City of Norfolk }
to Wit }

Personally appeared before me a justice of the Peace Thos J. Goodrum and made oath that the above account of Sixty 51/100 Dolls is justly due Edw'd P. Tabb & Co (with Interest) by A E. Joyner. — Given under my hand this 8th day May 1858.

Geo. W. Stevens J. P.

Sold by W. P. Griffith.

$381.60

Norfolk, August 5 1857

Sixty days after date, We promise to pay to the Order of Williams Vesey for value received, Three hundred & Eighty one Dollars, Sixty cents negotiable and payable at the Office of Discount & Deposite of the Bank of Virginia, in Norfolk.

A E Jones & Co

Biddle &
vs.
Jozer Hall

6 Exhibits filed
with the Bill

The object of this suit is to set aside the two deeds of trust executed by A. E. Joyner & Co. to Benj. B. Kindred Trustee on the 3d May 1858 & subject the assets therein to plaintiffs demands.

Kelby p. q.

Biddle & Co
vs
Summ. chy.
Joyner & Co
1858 June Rules

Norfolk March 21 1858
Executed by Mr Armistead
a copy hereof
Wm H Cuthrell
Deputy
for Thos Hall Sh

The object of this suit is to set aside two deeds of trust executed by A. E. Joyner & Co. to Benj. B. Kindred Trustee on the 3d May 1858. & subject the assets therein to plaintiffs demand.

Kelby p. q.

Biddle & Co
vs
Summ. chy.
Joyner & Co
1858. June Rules

Executed by delivering a copy of the summons & copy of the bill to the within named Thos Cuthrell
Thos Hall Sh
Norfolk 19th March

The Commonwealth of Virginia. To the ~~Sheriff of Southampton County~~ Sergeant of the City of Norfolk Greeting
We command you to summon A. E. Joyner & Simeon Joyner Merchants & partners doing
business under the name of A. E. Joyner & Co. & Wm. Vasey. Benj. B Kindred (Trustee) Cuthbert
D. Barham. Richard Darden, Newsom R Joyner & Lucy W Kindred & Jno. T. Powell. Geo.
T. James, Peter Edwards

to appear at the Clerks Office of our Circuit Court of Southampton County at the Rules to
be holden for the said Court on the first Monday in June next — to answer a bill
in Chancery exhibited against them in the said Court by John P. Biddle & Edward P.
Tabb & Edward W Moore Merchants & partners doing business under the name & style
of E. P. Tabb & Co.

and have then there this writ Witness Littleton R Edwards Clerk of our said Court
at the Courthouse this 18th day of May 1858 in the 82d year of the Commonwealth

L R Edwards Clk

The Commonwealth of Virginia To the Sheriff of Southampton County Greeting
We command you to Summon A. E. Joyner & Simeon Joyner merchants & partners
doing business under the name & style of A. E. Joyner & Co. and Wm. Vasey Benj. B. Kindred
Trustee, Cuthbert D. Barham, Richard Darden, Newsom R. Joyner & Lucy W Kindred, Jno. T. Powell
Geo. T. James & Peter Edwards
to appear at the Clerks Office of our Circuit Court of Southampton County at the Rules to
be holden for the said Court on the first Monday in June next. To answer
a bill in Chancery exhibited against them in our said Court by John P. Biddle &
Edward P. Tabb & Edward W Moore Merchants & partners doing business under the
name & style of E. P. Tabb & Co.

and have then there this Writ Witness Littleton R Edwards Clerk of our
said Court at the Courthouse this 18th day of May 1858 in the
82d year of the Commonwealth

L R Edwards Clk

John P. Biddlecomb

vs 3 Com's Report

A. E. Joyner Exec'x als.

1859 Nov. 3d. Rec'd

(4)

An Account of the Transactions of B. B. Kindred under the Deed of trust executed on the 3rd of May 1858, by A. E. Jaynes & Co

1859		Dr	Cr		Int.
May 1	By balance in hands of trustee received this day		1477	59	
July 1	" cash of Henry D. Ferguson acct 2nd		1	41	
" "	" " " Wm. F. Britt " "			20	
" "	" " " Martha Smith " "			65	
" "	" " " Geo Hedgpeth " "		3	24	
" "	" " " Sallie Jaynes " "			82	
" "	" " " Newit Johnson " "		12	65	
" "	" " " A. A. Pope " "		8	59	
" "	" " " Polly Buck " "		6	70	
" "	" " " Ben C. Mallett " "		5	45	
" "	" " " J. D. Ivey " "		4	38	
" "	" " " John D. Turner " "			87	
" "	" " " James L. Mizell " "		3	99	
" "	" " " Orris Vick " "		1	42	
" "	" " " Ethelred Leigh " "		1	28	
" "	" " " Thomas Pope " "		16	83	
" "	" " " Nancy Turner " "			10	
" "	" " " Drury Beale " "		1	24	
" "	" " " Anthony Brown (Jr) " "			33	
" "	" " " Jack Brown (Jr) " "		5	71	
" "	" " " John D. Mizell note "		2	19	
" "	" " " Wm. Beale acct "		16	21	
" "	" " " Drury Beale note "		5	25	
" "	" " " Wm Beale " "		4	78	
" "	" " " Benj. Bryant " "			54	
" "	" " " Margaret Dozel " "			20	
" "	" " " John Debery " "			44	
" "	" " " Josiah Davis " "		2	13	
" "	" " " Ben Goodwin " "		1	63	
" "	" " " Silas Tollen " "		8	72	
	Amount Carried forward		1595	54	

1859							
July 1		Amount brought forward			1595	54	
" "		By Cash of Saml. A. Allmon acct ptd			2	18	
" "	"	" " Dawson Debaach " "			1	03	
" "	"	" " James B. Joyner " "			5	67	
" "	"	" " Littlebury Parker " "			12	16	
" "	"	" " John Woodard " "			1	75	
" "	"	" " Matthew Woodard " "			4	48	
" "	"	" " Wm H. Woodard " "			12	35	
" "	"	" " Matilda Vick " "				82	
" "	"	" " L. J. Britt " "			5	91	
" "	"	" " David C. Gunn " "			3	86	
" "	"	" " Eliza Beale " "			9	78	
" "	"	" " James B. Barnes " "			12	02	
" "	"	" " Wm H. Barham " "				25	
" "	"	" " Richard Barnes " "				93	
" "	"	" " Wm B. Stubblefield " "			3	47	43
" "	"	" " Saml. A. Allmon " "				06	
" "	"	" " Philip W. Allmon " "			1	76	
" "	"	" " James Lankford " "			31	87	
" "	"	" " Lawrence Boon (Jr.) note "			36	01	
" "	"	" " Everett T. Hill acct "			25	83	
Nov 7		By Interest on $1477.59					45.55
" "		To Commissions on $315.024 at 2 per cent		6	34		
" "		To balance due by Trustee & receiver	1783	39			
			1789	63	1789	63	45.55
" "		By balance due by Trustee & brought down			1783	39	45.55
" "		" Interest brought in			45	53	
" "		By balance due by Trustee & receiver with interest on $1783.39 from this day till paid			1828	92	

Respectfully Submitted

Henry S. Howard, Comr.

Commissioner's Office

Jerusalem, October 31st 1859.

To the Circuit Court of Southampton County.

Your Commissioner reports that the foregoing account is made and reported at the instance of the Counsel in the suits in Chancery depending in this Court of Riddle & Co: &c vs A. E. Joyner & Co & als, J. H. Bonner & als &c vs A. E. Joyner & Co & als & Jacob Hecht, Bros. & Co & als vs A. E. Joyner & Co. The Commissioner also specially at the instance of the Trustee & receiver B. B. Kindred that he Several hundred Dollars of good accounts still in his hands which he is endeavouring to collect & hopes to do so in time to report to the next Spring Term of this Court.

Given under my hand as Commissioner aforesaid the day and year first aforesaid.

Comms fee $5.00.

Henry S. Howard Comr.

A. E. Jayne 46.

To John G. Hodsden.

1850

Sept 8.	To 4 wood office chairs	$6.—
	" 2 Stuck Rockers	9.
	" 12 Chairs	17.
	" 1 Mahogany Bedstead	12.
	" 1 Cradle D°	9.
	" 2 Washstands	3.
	" Handle	2.63
dec. 20.	Bedstead	14.—
	Large size Pine Table	3.
		$75.63

Bishop J. H. Dobbin.

Petersburg.

If possible, ~~remain~~ take this present:

otherwise, not.

Dobbin is often in the South.

He will not deny his debt: often promised & they me

Biddle &al
vs
Ogden &c

1858
Nov. 6th

Decree

November Court
1858

To be entered
R. H. Baker

John P. Biddle & others

vs.

A. E. Joyner & al.

and

J. H. Borum & al

vs.

A. E. Joyner & al:

and

Jacob Hecht Bro. & Co. & al

vs

A. E. Joyner & Co. & al

These causes came on to be heard together the first ~~above named cause came on to be heard~~ on the Bill, taken for confessed as to the several defendants therein, except C. D. Barham and on his answer this day filed, & exhibits filed with said Bill answer replication & said answer & on the Report of B. B. Kindred Reciver in the cause—

The second ~~of the above causes came on to be heard~~ on the bill taken for confessed as to all the defendants except C. D. Barham, & on his answer this day filed, & on exhibits filed with said Bill & answer replication & said answer & on the report of B. B. Kindred Reciver in the cause

And the third ~~of the above causes came on to be heard~~ on the Bill taken for confessed as to ~~all~~ all the defendants, except Simon Joyner & C. D. Barham, & on the answer of said Barham this day filed, with the leave the Court & exhibits filed with said Bill & answer & replication & said answer— And ~~all of the above named causes came on to be heard together~~ these three were argued by Counsel. On Consideration

whereof, the Court doth adjudge, order & decree that Benj.a B. Kindred, trustee & Receiver, out of the sum of $670.50 which appears by his Report to be in his hands, the sales of the real estate named in the Deed of Trust executed by A. E. Jozner on the 3.d day of May 1858 (Exhibit E.) pay to John P. Biddle the sum of $450, with Interest from the 11th day of Feb.y 1858 title paid $2.63 charges of protest & $9.15 cts of suit being amount of Judgment rendered at the May term 1858 of the Circuit Court of ~~Northampton~~ County, in favor of said Biddle ~~against~~ of A. E. Jozner & Co.a against Wm Percy & A. E. Jozner & Co.a (Exhibit A.) & pay the balance of said $670.50 to C. D. Basham, exr.or in said deed, deeding that the deed executed by A. E. Jozner & Co.a & said ~~appointed Trustee~~ ~~recorded~~ ~~Court, & the adjudge~~ order and decree that a Com.r of this Court take & settle 1st an account of the plaintiff's damands — shewing the amount in each of said suits — 2.d an account of the transactions of B. B. Kindred as trustee & Receiver under the deed of Trust from A. E. Jozner above named & also his transactions under the deed of Trust executed on the 3.d of May 1858 by A. E. Jozner & Co.a and also report the value as near he can of all & ~~splits~~ included in the last named deed, not yet converted into money — and make report of his proceedings & Court with any matters specially stated, deemed pertinent by him or that any of the parties may require to be stated.

Kindred as trustee on the 3.d May 1858 is fraudulent & void, & that the ~~Liberty~~ ~~conveyed~~ are liable & the said are ~~Plaintiffs~~ demands, ~~& the adjudge~~ in the first two suits reserving any questions arising in the third above suit for further consideration ~~of the Judge~~, and without dividing any other question in the case, both adjudge,

Bridle sal:

vs.

A. E. Joynes sal

1859

Nov. Court.

To be entered.

R. H. Baker

1859 November Term

Biddle &c;
" } 3 cases
Bozner

These several causes came on this day to be again heard on the papers formerly read & on the Report of Com Howard made pursuant to the decree of Nov. Court 1858 & on a supplemental statement made by said Com. marked Y. which is received by Counsel of parties as correct, & which report no exception is filed was argued by Counsel: On consideration whereof the Court doth confirm the said Report and doth adjudge order & decree that B. B. Kinder trustee & receiver, pay to C. D. Barham under deed of trust (exhibit E) in part of his demand, the sum of $420.62 cts. in his hands as per account (2d of Com Reports Report) with Interest thereon from the 2d May 1859: and that out of the sum of $1828.94 in his hands as per statement (Y) aforesaid the said B. B. Kinder pay first the costs of all of the above suits including the usual attorney's fees, & the Balance of the said $1828.94 with Interest on $1783.39 part thereof from 7th Nov 1859, he pay to C. D. Barham the preferred Creditor under the deed of trust filed in the cause (exhibit E.) and that the said B. B. Kinder render a further account of his proceedings as said Receiver & trustee before one of the Comrs. of this Court, who will make report to Court.

Biddle et al.
vs
Wynne et al

1860
May 01 Decree

To be entered.

To be entered
R. W. Baker

Biddle &al: vs. Joyner &al

Bonum &al: vs. Same

Hecht &al: vs. Same

These causes came on this day to be again heard on the papers formerly read & on the Report of Comr. Howard made pursuant to the decree of the 9th of Nov: 1859. to which Report there is no exception: and was argued by Counsel: On consideration whereof the Court doth adjudge, order and decree that B. B. Kindred, trustee receive & pay the sum of $189:22 which appears to be in his hands by said Report, to C. D. Barham in further part of his demand secured by the Deed of Trust filed in the cause: and that B. B. Kindred trustee as aforesaid render before a Comr. of this Court a further account of his transactions as trustee aforesaid: and that the said Comr. make a statement of the debts due & secured to C. D. Barham by said Deed & the payments thereon & the Balance due:

And the Court doth further adjudge, order & decree that A. E. Joyner & M. S. Joyner, late partners doing business under the style of A. E. Joyner & Co. pay the following sums of money to the following parties, that is to say, To Jno. P. Biddle $210:30 with Interest on $192:63 part thereof from the 2d May 1859 till paid: To E. P. Tabb & Co. $211:91 with Interest on $198:76 part thereof from 2d May 1859 till paid: To E. P. Tabb & Co. $67:77 with Interest on $60:51 part thereof from same time: To Jno. N. Bonum $121:72 with Interest on $112:69 part thereof from same time; To Camp. Bonsal & Co. $244:99 with Interest on $231:31 part thereof from same time; To Herman & Co. $845:87, with Interest on $796:99 part thereof from same time: To W. H. C. Lovett

$244.60 with Interest on $231.59 part thereof from same time: To Dawson & Rawls $330.82 with Interest on $311.76 part thereof from same time; To R. A. Worree $168.48 with Interest on $156.00 part thereof from same time; To Jacob Hecht, Bro. & Co. $579.15 with Interest on $474.55 part thereof from same time; To Jno. G. Stedson $81.90 with Interest on $75.83 part thereof from same time: To Kent, Paine & Co. $534.42 with Interest on $500. part thereof from same time; To D. I. Foley & Co. $214.69 with Interest on $202.18 part thereof from same time: & To A. V. Niemeyer $30.13 with Interest on $28.46 part thereof from same time; and the Court doth order that all cts remaining unpaid be paid by B. B. Kindred as under as aforesaid out of the trust funds in his hands. (and that the said B. B. Kindred ~~under an account~~ make a report of his payments made under the several decrees in this cause,) and it appearing by the paper filed herein this cause marked (A) that C. D. Barham, since the purchase by him of the real estate sold by B. B. Kindred under a decree in this cause, has sold the same to Jno. B. Harree, it is ordered by the Court as to said Barham, that the said B. B. Kindred make a deed to said real estate to said Jno. B. Harree, with special warranty; and report to Court.

Bissell &c
&
Gaynor &c
} Decree

May 10. 1861.

To be entered

R. H. Baker

Bissell &c v Sayres &c

Brown &c v Same

Hicks &c v Same

This day these causes came again to be heard on the papers formerly read and on the report of Commissioner Howard made pursuant to the decree of the May Term 1840 to which report there is no exception and was argued by Counsel on consideration whereof the Court doth adjudge order and decree that the said report be confirmed and that B B Kinsell have a reference under the Commissioner of this Court to state account of such transactions as he shall find necessary for