

1875-08

Southampton County Chancery

Cutchins, Joel H. & Lewis, Salathiel vs Camp, John N

Sale of property to pay debts

and
Whitehead, John B.
Smith and Brickhouse

and
Camp, Wm. L.
Kilby, John R.
Neely, R. I.
" , Wm.

To the Honorable Joseph W Wychant judge
of the county court of Southampton in
chambers sitting

Humbly complaining your orators
Jed H Scutchins and Salathiel Lewis merchants
and partners under the firm and style of
Scutchins & Lewis and John B Whithead and
Smith & Brickhouse merchants and partners
under the firm and style of Whithead and
Brickhouse shew unto your Honor that
John S Camp and Wm Camp partners in
business getting in under the name firm
and style of Camp & Brother come on the
1st of January 1872 indebted to Scutchins
and Lewis in the sum of \$127.64 cts by
account and to Whithead & Brickhouse in
the sum of \$409.38 cts with interest from
the 1st of July 1871 and \$9.10 cts costs on the
judgment obtained in the county court of
Southampton at the January term 1872
as will more fully appear by the said
account herewith filed marked A and copy
of the said judgment herewith filed marked
B and prayed to be taken as parts of this
bill that these debts ^{are} ~~are~~ still due and
owing to your orators and the said Camp
& Brother have wholly failed to pay the
same, Your Orators state further that

That on the 18th of October 1871 the said John and Mrs Camp executed a deed of trust to John R Kilby as trustee, conveying a tract of land containing 448 acres lying near Jerusalem and a large amount of personal property, consisting among other things of three horses, sixteen Oxen, six mules, wagons, cars harness and this interest in a house and lot near Franklin all of which property when conveyed was worth at least four thousand dollars to secure the payment of a bond of two thousand dollars dated same day with the deed and carrying twelve per cent interest and providing that the trustee John R Kilby shall sell the said property as the law directs, all of which will more fully appear by a certified copy of the said deed herewith filed marked C and prayed to be taken as a part of this bill.

Your Orators charge that as far as they know and believe the property conveyed in this deed is all ^{the} estate owned by the said John and Mrs Camp, and that it is now worth considerably more than the debt of \$2000 due the Neelys and that they have a right to have the same sold by the trustee and after the payment of the said bond secured in the deed that the

balance be applied to the payment of their debts, they charge and are further that the personal property conveyed in this deed at the time of conveyance was worth several thousands dollars that the trustee as usual in such cases has permitted it to remain in the possession of the grantors and that much of it has already been wasted and the other portion has depreciated in value very much and that the depreciation is still going on, and that if there is not a sale soon there will be but little left that the trustee is all being cut from the land and the probability is that in a short time all the property conveyed will not more than pay the debt secured by the deed but that a sale now would pay the Neely and your Orators too.

In tender consideration whereof and inasmuch as your orators are without relief at law and only entitled to relief in a court of equity where such matters can peculiarly be considered they therefore pray that John and William S Camp and John R Kilby as trustee be made parties defendants to this bill and that the court compel them as full and perfect answer make to the allegations therein contained as if they had

here Humboldt more fully and specially
interrogates, that the court would by its decree
order John K Kilby the trustee to see
the property conveyed in the said deed of
Trust after reasonable notice, the personal
estate cash and the real estate on such
terms as to the court may seem right
and after satisfying the trust of the deed
if any ^{money} be left pay to your creditors their
debts and demands, ~~or~~ ^{or} if the court
think it best and right not to see that
the court would direct the said John
K Kilby as trustee to take possession
of all the estate conveyed in the said
deed and prevent it from waste so that
creditors be paid And that the court
would grant such other and general
relief the justice considered as equity
may dictate and the nature of this
case may require and as in duty bound
your Obedience will ever pray

Charles J. G.

Scutellaria uteris

2 Annals ill
in } exhibit

Camp ne

1873 May 22^o

To the Honorable Joseph W Ingraham judge
of the county court of Southampton in
chancery sitting

Humbly complaining your orators
Joel H Scutchins and Salathiel Lewis by way
of Amendment to their original bill filed
in this cause by themselves and others
show unto your Honor that at the
July rules 1872 they along with John B
Whithead and Linth N Brickhouse who
are no longer parties plaintiffs to this suit
their debt being paid filed their bill against
John N Camp Wm S Camp and John R Kelly
as trustee asking the court to order a
sale under a certain deed of trust
made by John N or Wm S Camp by the trustee
for the payment of the debts therein
secured and if there was any balance
after paying the said debts that the
same might be applied to the payment
of a debt of \$127.44 cts due them

Your Orators further show unto
your Honor that at the May term 1873
of the circuit court of Southampton
they obtained a judgment against
John N Camp and Wm S Camp for the
sum of \$127.44 cts all of which will
more fully appear by a certified copy of
the said judgment herewith filed
marked A and prayed to be taken as a
part of this bill

That on the 15th of May 1871

John N. & Mrs S. Camp by a certain deed of trust to Jason E. Rowe as trustee who never signed the same and has removed from the state of Virginia into N. Carolina conveyed a certain tract of land containing four hundred and fifty acres of land and a large amount of personal property to secure to Salathiel Lewis debts amounting to some \$2000 and upwards.

That in October 1871 the said John S. Camp and Mrs N. Camp made another deed of trust to John R. Kilby as trustee who has not signed the same conveying again the said tract of four hundred and fifty acres of land their interest in a house and lot near Frontline and a large amount of personal property to secure to R. J. Neely and Mrs Neely the sum of two thousand dollars all of which will more fully appear by reference to the said deeds of trust which are filed with in the papers in this cause.

Your Orators state that no specific time is named for closing up of these deeds but on the usual default in payment and on request of the beneficiaries their names your Orators state further that Salathiel Lewis has transferred his interest to the Neelys and they are now as far as your know the only beneficiaries in the said deeds of trust.

Your Orators state that J. E. Rowe the trustee named in the first deed has never signed the same that he has removed from the state beyond the control and jurisdiction of this court they do not know whether he ever consents to act or whether he will act and they therefore ask the appointment of another trustee in his place.

Your Orators further state and charge and believe that the property conveyed by the said John S. Camp in the said deeds of trust is all the estate owned by them and that it is worth considerably more than the debts secured to the Neelys and that they have a right to have the same sold by the trustee and after the payment of the said bonds and debts secured by the said deeds that the balance if any be applied to the payment of their debts.

They further charge and aver that the personal property conveyed by these deeds at the time of its conveyance was worth some thousand dollars and that the trustee as usual in such cases has permitted it to remain in the possession of the grantors and that much of it has already been wasted and the other portion is depreciating in value daily and if there is not a sale soon there will be but little of the personalty left and all the timber cut off the

land and if the sale is delayed much longer the property will ^{more than} pay the Neelys but a sale now would pay all the debts secured by the deeds and your orators too

In further consideration whereof and inasmuch as your orators are without relief at law and only entitled to relief in a court of equity where such matters are peculiarly cognizable they therefore pray that that John Camp and William Camp John R Kilby, R. J Neely and Mrs Neely may be made parties defendant to this bill and compelled as true and perfect answer make to the allegations therein contained as if they had been themselves more fully and specially interrogated that R J and Mrs Neely answer specially and truly how much of the debts secured under the said deeds have been paid and how much is still due that John R Kilby answer whether he accepts the trusts of the deed of October 1871 that the court appoint some other trustee in the place of Jason E Koon and direct the trustee to sell all the property secured by the said deeds on such terms as to the court may seem right and after satisfying the trusts of the said deeds pray your orators shot out of the surplus

And that the court would grant

such other and general relief the premises considered as equity may dictate and the nature of their case may require and as in duty bound your orators will ever pray

Shane, Jr.

Scutellinus was
as 3 Bill
" 3 exhibits
Camp was

1872 July Rules

Camp's

at

~~Section~~ Lewis

Sal.

Amur.

1872 Aug. 20.

The Joint & separate answer of John S. Camp and Wm. N. Camp, to a Bill in Chancery exhibited in the County Court of Southampton County, against them & others by Scutchins Lewis & Whitehead & Brickhouse.

These respondents demur to said Bill as insufficient ^{in Law} so far as the said Scutchins Lewis are concerned, because your Respondents say that a suit in chancery cannot be maintained to set aside a deed, on a claim on which there is no judgment unless fraud be charged — and your Complainants say that no judgment has been obtained by said Scutchins Lewis against them on their alleged claim; and that to any claim the said Scutchins Lewis may have against your Respondents, they have a good and substantial defence; and that a suit at Law is now pending against your respondents in the ^{County} ~~County~~ Court of Southampton ~~County~~ ⁱⁿ favour of said Scutchins Lewis for said claim —

Your Respondents further say that the said claim of Whitehead & Brickhouse has been paid & satisfied as appears by paper marked "A" filed herein —

That it is true your Respondents did on the 18th Oct 1871 execute a deed of Trust to John

R. Kilby, trustee for R. J. & Wm Neely
to secure the sum of \$200 as therein
stated, being for money borrowed of
them — Your Respondents say that
long previous to the execution of said deed
of Trust before the said January term
1872 of said Court when the said Whitehead
& Brickhouse obtained the judgment against
them, they had, to wit. on the 15 May 1871,
executed a deed of Trust to Mrs. E. Rome
Trustee for the benefit of Salathiel Lewis to
secure certain debts as therein named to said
Lewis, conveying the same Land & other property
which was afterwards conveyed in the deed
of Trust to John R. Kilby, Trustee for R. J. &
Wm Neely — a copy of which deed is filed
herewith marked "A".

That the said Deed of Trust
executed by said Mrs. S. & Wm. Campbell to John
E. Rome as Trustee for Salathiel Lewis has
been assigned to said R. J. & Wm. Neely
together with the Bonds & debts therein
referred to, & who now holds the same, &
who should be parties hereto —

Your Respondents therefore say
that the Bill of the complainants should
be dismissed — and the claims of said
Scutcheon & Lewis because this Court has

No jurisdiction as, above stated, and as to
the claim of said Whitehead & Brickhouse
because their claim has been paid.
The ~~defendants~~ ^{also claim} also claim as mentioned other exemptions,
all of which ~~and~~ having assumed may hence
to be hence dismissed. &c.

J. S. W. Bloom

Given to & Subscribed before me Clerk of Southampton
County Court Aug 19. 1872

J. R. Edwards Secy

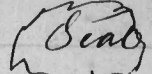
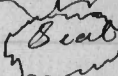
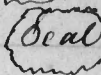
Camps
to
Nulji's Institute

Wm.

(Exhibit "C.")

This Deed made this eighteenth day of October, one Thousand
eight hundred and Seventy one, between J. S. Camp and
William N. Camp of the County of Southampton, State of Virginia,
of the one part and John R. Kilby Chosen as Trustee of the other
part witnesseth: That the parties of the first part do grant
with general warranty unto the Said John R. Kilby, Trustee as aforesaid,
and to his Personal Representatives the following property and
Estate to wit: A Tract of Land in Southampton County
aforesaid, Containing Four hundred and forty eight acres,
more or less, and adjoining the lands of William Edwards,
Benj. Dewamp, Rochell's estate and others; also three Horses
Sixteen Oxen, Six Mules, and all the wagons, ^{Carriage} ~~Carriage~~, harness,
axes Saws and tools of the party of the first; also all
our right title and interest in House and lot lying near
Franklin, bounded by the Lands of Mrs. Jane Pettow, John
Pettow and R. J. and W. N. Kilby, the Same being purchas-
ed of Said Mrs. Jane Pettow, In Trust to Secure the
payment to R. J. and W. N. Kilby Their heirs, Executors, admin-
istrators, or assigns, the Sum of Two Thousand dollars, ^{and}
with interest at the rate of twelve per cent per annum from
this day till paid, and which is further evidenced by Bond
dated this day payable on demand, with power to Said
John R. Kilby, Trustee, as aforesaid, to Sell the Said
property as the law directs, and out of the proceeds of
Sale, pay all legal charges, including a Commission of
five per cent to the Said Trustee on the proceeds of Sale, and
then pay to Said R. J. and W. N. Kilby or their executors,
administrators or assigns, the Said Sum of money, and all

the interest thereon, and the residue, if any, as the Law directs. Witness the following signatures and seals.

John S. Camp 
Wm. A. Camp 


Virginia Southampton County to wit;

J. James F. Bryant
a Justice of the peace, in and for said County, and State, do
Certify that J. S. Camp and Wm. A. Camp parties to the
aforesaid writing bearing date October 19th 1871, have
personally appeared before me, in said County, and acknowledged
the same to be their act and Deed. Given under my hand
this 16th day of November 1871.

James F. Bryant, J. P.

Southampton County In the Clerk's Office, November the 20th 1871.
This Deed of Trust, from John S. and Wm. A. Camp to John
R. Kilby, Trustee, for the benefit of N. J. & W. Neely, was
this day received, and together with the certificate thereto annexed,
admitted to record. Stamps of the In. rev. of the United States,
to the amount of Two dollars, being affixed thereto and duly
Cancelled.

Teste James A. Tyler J. C.

M. J.

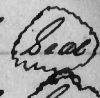
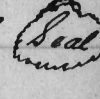
Teste, James R. Tyler, clk.

Camp's
to } D. Trust.

Naley's Trustee

This Deed made May 15th 1871, between John S. and William A. Camp of the one part and J. C. Rowe Trustee of ~~the~~ another part all of the County of Southampton, State of Virginia: witness, that the said John S. and William A. Camp, doth grant and convey to the said J. C. Rowe, Trustee, the following property, to wit, one certain tract of land known as the Rochelle Tract, containing four hundred fifty acres, more or less, bounded by Gilliam Edwards, James H. Dwaney and others, also all our Sacks, Horses, Mules, Sters, Carts, waggons, buggy, harness, chains &c. that we are now in possession of - In Trust to secure the payment of two Notes of Eight hundred dollars each, with interest from January the 3rd 1871. at the rate of nine per centum per annum. also another Note of Four hundred and four dollars and fifty five cents executed February 1st 1871. at the rate of twelve per cent per annum, executed by them in their partnership name to Salathiel Lewis.

Now it is agreed by the said John S. and William A. Camp, that should they fail to pay their several notes as they become due to the said Salathiel Lewis, that then and in that event. the said Salathiel Lewis is at liberty at any time to authorize the Trustee to expose for sale said property, or as much thereof as may be required to satisfy said debts or either of them - as witness our hands and seals this 15. day of May 1871.

John S. Camp 
Wm. A. Camp 

State of Virginia, County of Southampton, to wit:
J. J. C. Rowe Justice for the County aforesaid, in the State of Virginia, do certify that John S. and William A. Camp whose names are signed to the writing hereto annexed, bearing date on the 15th day of May 1871, ^{have} acknowledged the same

before me in my County aforesaid - Given under my hand this
15th day of May 1871.

J. C. Rowe J. P.

Southampton County, In the Clerk's Office, July the 10th 1871.
This Deed of Trust from John S. and William M. Camp to
J. C. Rowe, Trustee, for the benefit of Sarahid Susis, was this day
received and together with the Certificate thereto annexed, admitted
to record; Stamps of the Int. Rev. of the U. S. to the amount of
Two dollars and fifty cents, being affixed thereto and duly cancelled.

(Teste James B. Tyler C. C. S. C.)

Attest - J. R. Edwards C. C.

This Deed made this eighteenth day of October, One Thousand Eight hundred and Ninety one, between J. S. Comp and William N. Comp of the County of Southampton, State of Virginia, of the one part and John R. Kilby Chosen as Trustee of the other part; Witnesseth; That the parties of the first part do grant with general warranty, unto the said John R. Kilby, Trustee as aforesaid, and to his personal Representatives the following property and Estate to wit; A Tract of Land in Southampton County aforesaid, Containing Four hundred and forty eight acres, more or less, and adjoining the Lands of William Edwards, Benjamin Dewary, Rockwells Estate and others; also three Horses, Sixteen Cattle, Six Mules, and all the Wagons, Cars, harness, axes, Saws, and tools of the party of the first part; also all our right title and interest in House and Lot lying near Franklin, bounded by the Lands of Mrs. Jane Pritts, John Pritts and R. J. and W. Neely, the same being purchased of said Mrs. Jane Pritts - In Trust, to secure the payment to R. J. and W. Neely their heirs, Executors, Administrators, or assigns, the Sum of Two Thousand dollars, with interest at the rate of twelve per Cent per annum from this day till paid, and which is further ^{secured} ~~secured~~ by Bond dated this day payable on demand, with the power to said John R. Kilby, Trustee, as aforesaid, to sell the said property as the law directs, and out of the proceeds of the sale pay all legal charges, including a Commission of five per Cent to the said Trustee on the proceeds of the sale, and then pay to the said R. J. and W. Neely or their Executors, Administrators, or assigns, the said Sum of money, and all the Interest thereon, and the residue if any, as the law directs - Witnesseth the following Signatures and Seals

John S. Comp 
 Wm. N. Comp 

Virginia, Southampton County, to wit;
 I, James F. Bryant a Justice of the peace in and for said County, and State do Certify that J. S. Comp and Wm. N. Comp parties to the foregoing writing

bearing date October 19th 1871, have duly appeared before me, in
said County, and acknowledged the same to be their act and Deed. Given
under my ^{hand}, this 15th day of November 1871.

James H. Bryant, J. P.

Southampton County In the Clerk's Office, November 20th 1871,
This Deed of Trust, from John F. and William R. Camp to John R.
Kilby Trustee, for the benefit of R. J. and W. M. Mely, was this day
received, and together with the certificate thereto annexed, admitted to
record; Stamps of the Int. Rev. of United States, to the amount
of Two dollars, being affixed thereto and duly cancelled.

Teste

James R. Tyler, J. C.

A. C. Spuy-

Teste, L. R. Edwards

Commissioner's Office,

Jerusalem, Va.

October the 7th 1873.

To the Circuit Court of Southampton County;

Pursuant to a decree of the County

Court of Southampton, rendered at the July Term 1873, in a suit in
Chancery depending in the said Court between Joel H. Cutshin and
Salathiel Lewis Merchants and partners Under the firm & Style of
Cutshin & Lewis and others against John L. and Wm. S. Camp and
others; the Undersigned one of the Commissioners of the said Court,
to whom was referred for Settlement by said decree, "That one of the
Commissioners of the Court, State an account of what moneys
have been and coming from John L. and Wm. S. Camp to R. J.
and Wm. Cutshin Under the two Trusts of Trust and report the
said accounts with any matters specially stated, deemed pertinent
by himself, or which may be required to be so stated." Given
Commissioner reports to the Court that on the 11th day of August
1873, 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 27th day of August 1873, which were
returned to your Commissioner duly executed. That the parties
aforesaid failed to appear before the Commissioner in obedience
to the said Notices and he is therefore unable to make
up the said account. Given Under my hand as Commissioner
aforesaid, the day and year first aforesaid.

James R. Tyler,

Commissioner

Commissioner's fee for
issuing Notices &c.
\$5.00 Charged to
the Plaintiffs-

Cutcheon & Co
V
Capitol & Co } Horn. Notice

Executed Aug: 14th 1873
by Summoning Officer
A. J. W. Steady & Co as per
written summons

J. A. Steady
Supt.

COMMISSIONER'S OFFICE,

Jerusalem, Augst 11th 1873

TO

Isaac W. Leitchius & Selathiel Lewis, merchants
& partners under the firm of Leitchius & Lewis & John B
Whitehead & Smith N. Brickhouse, merchants & partners
under the firm & style of Whitehead & Brickhouse

And

John N. & William S. Camp and John R. Kilby
Trustee and R. J. & William Peely

peff

peff

You are hereby notified that I have fixed upon the 27th day of Augst next, if fair,
if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts,
to-wit :

That one of the Commissioners of this Court shall
and account of what may be now due and
owing from John N. & Wm S Camp to R. J.
& William Peely under the two deeds of Trust
and report the said accounts together with
any matters specially stated

2

required to be taken by a decree of Southampton ^C~~Circuit~~ Court, rendered on the _____ day
of July Term 1873, in a suit 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.

Sergeant of the City of Portsmouth James R. Fyle Commissioner.
To the Sheriff of Southampton County to execute.

Butcher & Co }
V } Leom
Camp & } Notice

Executed
W. W. Dreyer & Co

COMMISSIONER'S OFFICE,

Jerusalem, August 11th 1873

TO

Joel W. Cutchins & Selathiel Lewis Merchants
 & partners under the firm of Cutchins & Lewis & John B
 Whitehead & Smith N. Buckhouse Merchants & partners
 Under the firm & style of Whitehead & Buckhouse
 John N. & William S. Camp and John R. Kilby
 Trustee and R. I. Neely and William Neely
 perff.
 R. I. Neely

You are hereby notified that I have fixed upon the 27th day of August next, if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to-wit :

That one of the Commissioners of this Court state an account of what may be now due and owing from John B. and William S. Camp to R. I. & William Neely. Under the two deeds of Trust, and report the said account together with any matters specially stated & of c.

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required to be taken by a decree of Southampton ^{Co} Circuit Court, rendered on the July day of June 1873, in a suit 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.

James R. Tyler Commissioner.

To the Sheriff of Southampton County to execute.

Cutkins & Lewis & Co

against

Camps & Co

Commissioner Taylor's

Report

1873. Oct 8th

Dorchester County Court, July Term 1873.

Indt H. Scutchins & Sebastian Lewis Merchants & partners
Under the firm of Scutchins & Lewis & John B. Whitehead
and Smith N. Brickhouse, Merchants & partners Under
the firm & style of Whitehead & Brickhouse Esqs.
against
John A. Williams S. Camp and John R. Kilby Trustees
and R. J. Keely & William Keely — Defts. In Chancery

This day this Cause came on to be heard on the original Bill
of the Plaintiffs taken for Confess^d as to John R. Kilby and the answer
of John S. Camp & W^m N. Camp thereto and the amended bill
taken for Confess^d as to all the Defendants John S. Camp W^m N.
Camp John R. Kilby, Trustee R. J. Keely & William Keely and take-
its file & was argued by Counsel; On consideration whereof
the Court doth adjudge, Order and decree, that John R. Kilby
be substituted as Trustee for James E. Rowe in a Certain Deed of
Trust, executed on the 15th of May 1871, by John S. Camp and W^m N.
Camp to J. E. Rowe conveying certain property therein
named to Secure Sebastian Lewis; and the Court doth further
~~adjudge~~, Order and decree that unless the said John Camp and
W^m N. Camp shall on or before the 1st day of Oct 1873,
pay to Messrs Scutchins & Lewis the Sum of \$127.10cts with
interest thereon from the 1st of January 1871, and \$16.74 cts
Costs of the Common law Suit and also the Costs of this
Suit, then John R. Kilby the Trustee above named to the two
Deeds of Trust executed by John S. and W^m N. Camp one on
the 15th of May 1871, the other on the 18th of Oct 1871,
shall after having given at least twenty day notice of
the time & place of Sale by public advertisement first
at Jerusalem and Franklin, proceed to sell at Jerusalem,
on some County Court day, at public auction, to the
highest bidder, for Cash, a certain tract of Land lying

near Jerusalem containing by estimate four hundred & forty eight acres
also all the right, title and interest of the said John S. and Wm.
H. Camp in a certain house & lot lying near Franklin and
bounded by the lands of Mr. James Britton & others; and the said
John A. Kelly shall sell all the personal property conveyed in
the said deed consisting of horses, mules, oxen, waggon &c
either at Franklin or Jerusalem as to him may seem best
for the interest of all concerned, for cash, at public auction,
after advertising in the same manner and report his proceed-
ings to Court. And the Court doth further adjudge, order
and decree, that one of the Commissioners of this Court
shall on account of what may be now due and owing
from John S. and Wm. H. Camp to A. J. and Wm. Kelly,
under the two abovesaid deeds of Trust, and report the
said accounts together with any matters specially
stated, deemed pertinent by himself or which may
be required to be so stated by any of the parties
interested.

A Copy
Teste
James R. Tyler J. C.

Scutellaria nivalis

in 3. June

Camp was

to be entered

by the north

July 1873

Scutcheon v Lewis
or 3 Deere
Camp v als

This day This cause came on to be heard on the original bill of the plain-liffs taken for confederacy as to John R Kilby and the answer of John S Camp and Wm N Camp Thinks and the amended bill taken for confederacy as to all the defendants John S Camp, Wm N Camp, John R Kilby, R S Nuly and Wm Nuly and exhibit filice and was argued by counsel On consideration whereof the court doth advise, order, and decree, That John R Kilby be substituted as trustee for Jason E Rowe in a certain deed of trust executed on the 15th of May 1871 by John S Camp and Wm N Camp to J. E Rowe conveying certain property Thine named to secure Salathine Lewis. and the court doth further advise, order, and decree that unless the said John S Camp and Wm N Camp shall on or before the 1st day of October 1873 pay to Messrs Scutcheon v Lewis the sum of \$127.10c with interest thereon from the 1st of January 1871 and \$15.75c costs of the common law suit and also the costs of this suit, Thine John R Kilby the trustee above named to the two deeds of trust executed by John S and Wm N Camp on the 15th of May 1871 the other ~~on~~ on the 18th of October 1871 shall after having given at least twenty days notice of the time and place of

sale by public advertisement both at Jerusalem
and Franklin proceed to sell at Jerusalem
on some county court day at public auction
to the highest bidder for each a certain
tract of land lying near Jerusalem
containing by estimate four hundred and
forty eight acres also all the right title and
interest of the said John S in Mrs R Camp
in a certain house and lot lying near
Franklin and bounded by the lands of Mrs
Sam Patton and others, And the said John
R Kilby shall sell all the personal property
conveyed in the said deeds consisting of
horses, mules, oxen, waggon &c, either at
Franklin or Jerusalem as to him may
seem best for the interests of all concerned
for cash at public auction after
advertising in the same manner and
report his proceedings to court And the
court doth further adjudge order and decree
that one of the commissioners of this court
shall an account of what may be now
due and owing from John S in Mrs R Camp
to R in Mrs Kilby under the two abovesaid
deeds of trust and upon the said accounts
together with any matter specially stated
demanded judgment by himself or which may
be required to be so stated by any of the
parties interested

Executed May 26th 1873 by delivering a copy to
Jno H Kelly.

W. H. Eley
Shiff

Scotchman's of Lewis
to } Sum's Chy.

Camp of
1873 June Rules

Sansemond

The Commonwealth of Virginia

Nansemond

To the Sheriff of ~~Southampton~~ County--Greeting:

WE COMMAND YOU to summon *John Camp, Wm Camp John R Kilby R. S. Neely*
& Wm. Neely

if *they* be found within your bailiwick, to appear at the Clerk's Office of our *County*
Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in
June next to answer an amended bill in Chancery exhibited against them in our
said Court by Joel H. Deutchins & Salathiel Lewis

And have then there this writ. Witness LITTLETON R. EDWARDS, Clerk of our said Court, at the
Court-house, this *22* day of *May* A. D. 1873, in the *97*
year of the Commonwealth.

L. R. Edwards

Scutchins & Lewis
} Sum. Chy.

Camp &
1873 June Rules

Executed May 31st
1873 by serving a
true copy hereof
on R. J. Keeley
in person -

J. W. [Signature]
Deputy

Portsmouth

The Commonwealth of Virginia

Borough City of Portsmouth

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU to summon

*John Camp William Camp. John R Kelby. R I
Neely & Wm Neely*

if *they* be found within your bailiwick, to appear at the Clerk's Office of our *County*
Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in
June next to answer an amended bill in Chancery exhibited them in our said Court
by Joel H. Leitching & Salathiel Lewis

And have then there this writ. Witness LITTLETON R. EDWARDS, Clerk of our said Court, at the
Court-house, this *22* day of *May* A. D. 1873, in the *94*th
year of the Commonwealth.

L. R. Edwards to be

Exercised

Wed Dec 9, 1872

Scouting & Lewis
to { Same Chr.

Camps

1872. July Rules

The Commonwealth of Virginia

To the Sheriff of Southampton County, Greeting:

WE COMMAND YOU to summon
Kelly —

John S Camp, W^m S Camp & John R

if *they* be found within your bailiwick, to appear at the Clerk's Office of our County Court of Southampton County, at the Rules to be holden for the said Court, on the first Monday in *July* next to answer a bill in Chancery exhibited against them in our said Court by Joel Seutchins & Salathiel Lewis partners trading under the style of Seutchins & Lewis & others

And have then there this writ. Witness, *JR Tyler* ~~OSWIN WHITE~~, Clerk of our said Court, at the Court-house, this 22nd day of *May* A., D., 1872. in the 9th year of the Commonwealth.

JR Tyler

The Commonwealth of Virginia

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU to summon *John Camp & William Camp. John R. Kelby*
R. J. Neely & Wm. Neely —

if *they* be found within your bailiwick, to appear at the Clerk's Office of our *County* —
Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in
June next to answer an amended bill in Chancery exhibited against them in our
said Court by Joel H. Penthuire & Salathiel Lewis —

And have then there this writ. Witness LITTLETON R. EDWARDS, Clerk of our said Court, at the
Court-house, this *22* day of *May* A. D. 1873, in the *97*
year of the Commonwealth.

L. R. Edwards

Scutchins & Lewis
- } Copy. J. J. J.
Camp & Bro.

Ex. with amended bill

{ In case

Gifts

This day came the parties by their attorneys and thereupon came a jury To wit
John W Harrison, T. W Scott, John W Lawrence, John L Williams, Frank
Mester, John M Cobb, Joseph Edwards, Alfred T. Stephenson, Sylvanus
Hines, W. L. Stephenson, Wiley Jagner, & Mitts E. Stephenson who being elected
lived and sworn the truth to speak upon the issue joined, upon their oaths do say
"We of the jury find for the plaintiffs and give their damages at \$127.10 cts with
Interest thereon from the 1st of January 1872 till paid" Therefore it is
considered by the Court that the Plaintiffs recover against the Defendants
One hundred and twenty seven dollars & ten cents the damages as aforesaid
with legal interest thereon from the 1st day of January 1872 till paid and their
costs by them about their suit in this behalf expended.

A Copy

Teste L. R. Edwards

B.

Scutchins 1/2

a } Exh. with bill

Camp Bro. 1/2

Southampton County Court January 23^d 1872

Jno. B. Whitehead & Smith & Brickhouse merchants & partners trading under style
of Whitehead & Brickhouse

Plffs

} In Case

Wm. N. Camp & Jno. S. Camp late merchants & partners trading under
the style of Camp & Bro

Defts

The judgment obtained at the Rules not having been set aside and the plaintiffs
being now entitled to a final judgment. it is therefore considered that the plaintiffs recover
against the Defendants four hundred and nine dollars twenty eight cents the amount of
the account upon which this action was brought with legal interest thereon from the 1st day
of July 1871 till paid and their costs by them in this behalf expended

Plffs Costs \$9.10

A Copy

Teste

J. R. Tyler Ck

Chick will copy and file in the papers the
Duo of trust from Holm to Mr Camp &
Kilby master for July 18th Oct-1871

C ~~DS~~

Judgment of Whithead & Brickhouse as
Camp & Bro in County Court Jan 1872

TB

R. I. Neely

~~8910~~

Cacupe

see sent
of
whitehead &
Jumie

R. J. & W. NEELY & CO.,

Manufacturers, Wholesale and Retail Dealers in

Lumber, Railroad Ties, Nails, Shingles, Coal, &c.,

At New Wharf at the foot of the Market, on Gosport Bridge.

Portsmouth, Va.,

March 23rd 1872

John R. Kelly Esq
Suffolk Va
Dear sir

I recd. your letter
last night - I have been over and
told them I was ready to pay the
the money according to their agree-
ment - Their signatures is to the
agreement and I have settled with
all the parties except them in
Norfolk - I don't see how they
can get out of it - But I
will take over the money and
tender it to them

Very Respectfully
R. J. Neely
" "

Camp is Bro
To } account
Sutcliffe is Lewis
\$127. 14 cts

A

Camp & Bro

To Satchin & Lewis

Aug 1st 1872 To Balance due on account rendered

\$ 27.14

See Seely about .

Camp, Del.

& Whitehead Brickhouse

very
I can be

I
Whitehead Burkhead

set city
of apart to
amperman
i Bond or

Sketches & Notes
r

Sketches & Notes

Red.

filed nov. 21
1875

Scutchin, Lewis

n.

Camp	Secured for	\$127.10
Int. from 1st Jan 1874		
to 17 Aug 1874, 31 7/8		27.65
	Law costs	15.76
	Ch: "	33.96
		\$204.47

1874 Aug. 17 Recd of John R. Kilby Comr:
Two hundred & four dollars & forty seven cents
in full of amount due plaintiffs in chancery
cause pending in Circuit Court of Southampton
County against Leach

\$204.47

Wm B. Shanks
atly for plaintiffs

Scutchins Sewy

v

Leamh

1878

New. cr.

Final order

To be returned

Geo. T. Blod

Scutcheon Henry &

vs.

Camp &c. &c. &c.

This cause came on this day
to be again heard on the paper formerly read
from the receipt of the plaintiff's attorney filed
herein was argued by Counsel. On
consideration whereof the Court doth it ap-
pearing to the Court that the plaintiff's
demand has been paid, doth adjudge
order & decree that this cause be removed
from the docket, nothing further remaining
to be done in the cause.

106 98 71

Scutchins & Lewis &
v. } Stat. Rules

Camps &

Received by Clerk Circuit

Cont Aug. 13th 1878.

In Southampton County Court.

Joel H Scutchins & Salathiel Lewis merchants & partners under the firm
& style of Scutchins & Lewis & John B. Whitehead & Smith & Brickhouse
merchants & partners under the firm & style of Whitehead & Brickhouse

against
John A & Wm. I. Camp & John R. Kilby as trustee.

1872 May 22^d Sum. issued

July R " ret^d Executed. Bill filed A Nisi & Dft.

Aug " Bill taken for Confessed & Cause set for hearing

1873 May 22^d Amended bill filed - Process to answer.

June R. Sum. Ex^d D. Nisi & Dft.

July " Bill taken for Conf^d & Cause set for hearing

" " T. Decree

1875 Nov. Removed from the Docket.