1895 - 09 Southampton County - Chancery Francis, A. J. et al vs Prince, Jos. B. Trustee et al

Injunction
Stop sale of real Property

Francis, Florence O. C. W. Grandy + Sons

In the Circuit Court of Southampton County -

A. J. Francis and Florence O. his wife, Plaintiffs

vs

Jos. B. Prince, Trustee, and C. W. Grandy and N. St. Grandy merchants and partners doing business in the City of Norfolk, Va, under the firm name and style of C. W. Grandy & Sons, Defendants.

In Chancery and in Vacation -

To the Hon, C. W. Hill Judge of said Court =

Your Orator and Oratrix, humbly complaining, sheweth unto your Honor the following case =

1st. That the said Florence O. Francis, one of the plaintiffs herein, is now and heretofore hath been, seized of certain valuable real estate situate in the County aforesaid, of which she became possessed and entitled to as one of the heirs at law and devisees of her father, John A. Person, late of said County, deceased, as will more fully and at large appear by a reference to the records in the Clerk's Office of the County Court of said County, where among appear the will of said decedent and the report of the Commissioners of Partition or Division acting thereunder, copies of which several papers will be filed at the hearing of this cause as parts

and parcels of this bill—

2nd. That on or about the day of July 1889, the said plaintiffs, in order to secure unto the said B.W. Grandy & Sons the sum of $1500. with interest from date, conveyed, by a certain deed of that date of record in the Clerk's Office aforesaid, unto the said Jos. B. Prince, as Trustee, certain valuable real estate situate in said County, as will also appear by reference to the records aforesaid, a certified copy of which said deed will also be filed at the hearing of this cause as a part of this bill.

Your Orator and Oratrix are informed and believe, and therefore charge that the said Jos. B. Prince, trustee as aforesaid under and by virtue of the powers vested in him by said deed has advertised the property so conveyed to him as aforesaid for sale on the 17th day of October 1892 at the Court house of said County in the manner therein prescribed, and your Orator and Oratrix aver that, said sale, if permitted to be had, by the said trustee as advertised will be manifestly unjust, inequitable and cruel to them and will work them and each of them irremediable injury and wrong—

They further aver that the said debt of your

Orator and Oratrix, then due to the said C.W. Grandy
Sons so secured by the deed of trust afore
said and all interest thereon, has been fully
paid, satisfied and discharged and that
they are entitled to a full release and
acquittal thereof, and that as the said
beneficiaries in said deed have been paid
by the grantors therein the full amount
secured by said deed, the same is there-
fore null and void and of no effect.
Your Orator, the said A.J. Francis admits
that he is indebted to the said C.W. Grandy
Sons in a certain sum of money to be as-
certained at the hearing of this cause, but
that as such indebtnes is entirely his own,
he is advised that the ~~not~~ property so con-
veyed being absolutely his wifes, in her own
right, in which he has no curtesy, is not
and can be, in no wise liable for his in-
dividual indebtedness, particularly inso-
much as such last mentioned indebtedness
is not secured by said deed.
Therefore and forasmuch as your Orator and
Oratrix are remediless save in a Court of
Equity where matters of this sort are alone
and properly cognigable, to the end therefore
they pray as follows:-
1st. That the said Jos. B. Prince, Trustee as

aforesaid and the said C.W. Grandy and A.H. Grandy, merchants and partners trading as C.W. Grandy & Sons may be made parties defendant to this bill and be required to answer the same:-

2nd That the said Jos. B. Prince, Trustee as aforesaid and the said C.W. Grandy and A.H. Grandy, merchants and partners as aforesaid, their agents, servants, and attorneys may be inhibited, enjoined and restrained from selling or otherwise disposing of the property so conveyed as aforesaid or any part there of until these matters can be inquired into by this hon. Court, and that your Orator and Oratrix may have such other, further and more general relief as the nature of their case may require or to Equity shall seem meet- And they will ever pray &c.

May Summons issue.

A. J. Francis
F. O. Francis

City of Norfolk, to wit:-

This day personally appeared before me a commissioner in Chancery of the Circuit Court for the City aforesaid, A.J. Francis and F.O. Francis, his wife, the complainants herein

and severally made oath that the matters and things stated in the foregoing bill of their own knowledge are true and those therein stated upon knowledge or information derived from others they believe to be true - Given under my hand this 21st day of October 1892.

N. L. Worthington
a Comr in Chy, C.C.

A. J. Francis et ux

vs

Jos. B. Price Jr. &c

In Chancery -

Bill &c

In the Circuit Court of Southampton County-

A. J. Francis et ux, pffs-

vs

Jos. B. Prince, Jr. et als, dfts.

} In Chancery &
In Vacation.

This day came the plaintiffs by their attorney and by leave filed their Bill in this cause.

And the Court, considering the Equities of the plaintiffs as stated in said bill and properly sworn to, doth adjudge, order and decree that the defendant, Jos. B. Prince, Trustee and the defendants C. W. Grandy and A. H. Grandy, merchants and partners doing business in the City of Norfolk, as C. W. Grandy & Sons, their agents, servants and attorneys and all other persons be injoined, inhibited and restrained from selling or disposing of, in any manner the property in said bill mentioned or any part thereof until the further order of this Court—

But before the plaintiffs or either of them shall have the benefit of this order, they or one of them, shall, before the Clerk of this Court

Enter into a bond with sufficient security to be approved by

and severally made oath that the matters and things stated in the foregoing bill of their own knowledge are true and those therein stated upon knowledge or information derived from others they believe to be true - Given under my hand this 2nd day of October 1892.

N. L. Worthington
a Commr in Chy, C.C.

the Clerk of said Court in the penalty of $ 150 payable to the Commonwealth of Virginia, conditioned to to pay all such costs as shall accrue and all such damages as may be awarded in case this injunction shall be dissolved and all further questions are reserved &c.

C M Hill

Oct 4, 1892

To the Clerk of the Circuit Court of Southampton County, Va.

A. J. Francis &c.
vs
Jno. B. Camp Jr. et als.

Chancery-

Bill —

279-91

To the Hon. C. Poole, Judge of the Circuit Court of Southampton Co. In Chancery.
Complaining Sheweth unto your Honor your complainants C. W. Grandy & A. H. Grandy, partners in trade under the firm name of C. W. Grandy & Son, as follows. That by deed of trust dated July 10. 1885 and of record in the Clerks Office of Southampton Co. A. J. Francis and Florence O. his wife conveyed to D. B. Pennin, as trustee a certain farm in Southampton Co. containing 58½ acres, more or less and bounded by the lands of W. B. Person, Peter Person, B. G. Turner & others. In trust to secure a bond of even date with said deed for $1500 due by said parties to said C. W. Grandy & Son. as more fully appears from a certified Copy of said trust deed, filed herewith, marked 'A', and prayed to be made a part of this bill. That said debt has never been paid, but is still due and unpaid. That by a contract made between A. J. Francis & F. O. Francis, his wife of one part and Mitchell & Steele of the other part, dated Aug 23. 1890, A. J. Francis & wife sold to said Mitchell & Steele the pine timber on said farm for $1.00 per thousand

feet. and $300 in cash and $200 at sixty days from Aug 23. 1890. the other payments were to be monthly as the timber is cut. a correct account & measurement of timber to be proved & kept. That on Aug 26. 1890, said Francis and wife submitted the substance of said contract to your complainants for their sanction. and on Aug 29. 1890 complainants agreed to said sale, provided that Mitchell & Steele would pay to them the note at sixty days for $200. and provided further the balance of the timber money (excluding the $300 cash payment) should be paid to them promptly as it was cut. all which was known to said Mitchell & Steele, and to which they assented. which facts will appear more fully by copies of said contract & correspondence filed herewith marked B. C. & D. and prayed to be taken as part of this bill. That said Mitchell & Steele have since dissolved, and S. Mitchell now owns this contract, so your complainants are informed. That said S. Mitchell has lately sued out his saw mill in this County and has

Contracted with the parties who bought the saw mill for them to manufacture his timber, including the timber sold by said Francis Scribe, for him at a certain price. The parties with whom their contract was made, as your complainants are informed are J. E. Vincent, A. G. Dennis and Elmer Hoy, doing business as J. E. Vincent & Co. That said Mitchell has been cutting the said pine timber for several months certainly since last October, and is cutting the same very rapidly. He not only will not pay your complainants as he agreed, but will not deliver to them any account of the measurements of said timber, and unless he is restrained from further action your complainants will lose the benefit of their contract, their security for their debt will be materially depreciated, and they will have no means of getting the benefit of said timber money. They may lose their debt, as the land with the timber cut off will not be security to pay them. Your complainants charge that the said Mitchell is not a responsible man, and

if they were to proceed against him for a breach of his contract, a judgment would prove unavailing. Your Complainants further say that they are informed that J.E. Vincent & Co are now cutting said pine timber under their contract with Mitchell, but that they had notice of the agreements made by Mitchell & your complainants, as they were recorded in the Clerks Office of Southampton. Your complainants are informed that a large lot of said timber has been manufactured for said Mitchell, but has not yet been shipped from the Mill in this County. In consideration of all which and for as much as your Complainants are without remedy in the premises except in a Court of Chancery, where such matters are properly cognizable. To the end that justice may be done, they pray that A.J. Francis & F.O. Francis, his wife. S. Mitchell, J.E. Vincent. R.G. Dennis & Elmer Esq., partners under firm name of J.E. Vincent & Co. may be made parties to this bill and compelled to answer the allegations thereof, (but answers under oath are expressly waived). That an order

Cowand & Sons

vs Decree.

Francis Cupertown.

Upon the motion of the complainants, an injunction is awarded them to restrain and enjoin S. Mitchell, and J. E. Vincent, R. G. Dennis & Elena Gray, doing business as J. E. Vincent & Co. their agents, employees, servants and all other persons from cutting or removing any more pine timber from the tract of land owned by A. J. Francis and Florence O. his wife in Southampton County, containing 582 acres, more or less, and bounded by the lands of W. B. Parsons Peter Parsons, B. G. Turner, J. J. Wood and others, until the further order of the Circuit Court of Southampton Co. and also enjoining and restraining S. Mitchell, his agents, employees, servants and all other persons from shipping or disposing of any timber manufactured from logs cut from the said farm, which may be now in the County of Southampton, until the further order of this Circuit Court of Southampton. But before the said complainants shall have the benefit of this order, they or some one for them shall enter into bond before the Clerk of the Circuit Court of Southampton, in the penalty of $500.00 - with security to be

may be entered restraining and enjoining the said S. Mitchell, & J. S. Vincent, R. G. Dennis & Elena Gray, trading as J. S. Vincent & Co, their agents, servants, employees, and all other persons from cutting or removing any more of the pine timber on the town as aforesaid, until the further order of this Court, that the said S. Mitchell, his agents, servants, employees and all other persons may be enjoined from shipping any timber cut from said town until the further order of this Court - That a Receiver may be appointed to take charge of said manufactured timber - That said S. Mitchell may be compelled to render an account of the number of feet already cut and removed, and that your Honor will grant such other, further, general & special relief as to Equity may seem meet, & the nature of this case may require - and as in duty bound &c.

May it please the Court &c.

I. B. Price f.c.

C. W. Grandy & Sons,

approved by said bond, conditioned to pay all costs and damages that may be sustained by any parties, in case this injunction be dissolved.

To the Clerk of Circuit Court of Southampton County Va.

D. Tucker Brooke
Judge Corp. & Court Cty of Norfolk, Va. March 23 92

Francis Surfs

F " } Sci: Fa:

Spence, Trustee &c. &c:

1893. 1. Apl. Rules
Sci: Fa:

I accept service this 24th day
of March A.D. 1893

T. L. Dornin Sergeant &
Admr. Estate of A. J. Francis.

The Commonwealth of Virginia,

TO THE ~~SHERIFF OF SOUTHAMPTON COUNTY~~ Sergeant of the City of Norfolk -- GREETING:

WHEREAS A. J. Francis and Florence B. his wife

heretofore exhibited to our Circuit Court of Southampton County, sitting in chancery, a bill of complaint against J. B. Prince, Trustee, and C. W. Grandy & A. A. Grandy merchants and partners, doing business in the City of Norfolk, Va., under the firm name and style of C. W. Grandy & Sons

whereupon sundry proceedings have been had, as appears from the records and files of the said court, but before a final decree could be pronounced in the cause, the said A. J. Francis departed this life and the Estate of said decedent having been committed to the hands of T. L. Dornin, Sergeant of the City of Norfolk, for Administration according to law.

And the said C. W. Grandy & Sons having supplicated us for a proper remedy in this behalf, and we being willing that what is right and just should be done: Therefore, we command you that you make known according to law to the said T. L. Dornin, Administrator of A. J. Francis, dec'd.

that he be at the Clerk's office of our said Circuit Court, at the rules to be holden for the said court on the first Monday in April next, to shew cause, if anything, for himself he may have or know to say why the said suit should not be proceeded into a final decree

and be in all things in the same plight and condition as it was at the time of the ~~of~~ decease of the said A. J. Francis

and further to do and receive what our said Court shall in that part consider. And have then there this writ.

Witness, ~~OSWIN WHITE~~ B. F. McLemore, Clerk of our said Court, at the Courthouse, this 22nd day of March 1893, in the 117th year of the Commonwealth.

Test: B. F. McLemore C.C.

Francis Lenfo

vs } Sci: Fa:

Ipiuco, Trustee, Vals:

1893. 1. Sept Rules
leis: let:

Execute this 24th day of
August A.D. 1893 by serving
a copy hereof on Florence D. Francis
J.C. Banks Deputy
for T.L. Dornin, Sergeant
city of Norfolk

The Commonwealth of Virginia,

TO THE ~~SHERIFF OF SOUTHAMPTON COUNTY~~ Sergeant of the City of Norfolk **GREETING:**

WHEREAS A. J. Francis and Florence O., his wife

heretofore exhibited to our Circuit Court of Southampton County, sitting in chancery, a bill of complaint against J. B. Pinner, Trustee, and C. H. Grandy & A. G. Grandy, Merchants and Partners, doing business in the City of Norfolk, Va., under the firm, name and style of C. H. Grandy & Sons

whereupon sundry proceedings have been had, as appears from the records and files of the said court, but before a final decree could be pronounced in the cause, the said A. J. Francis departed this life and the Estate of said deceased was committed to the hands of T. L. Dornin, Sergeant of the City of Norfolk. And whereas the order Committing the Estate of said deceased to the hands of the said T. L. Dornin, City Sergeant, as aforesaid, has been revoked, and Letters of Administration on the Estate of the said A. J. Francis has been granted to Florence O. Francis.

And the said C. H. Grandy & Sons having supplicated us for a proper remedy in this behalf, and we being willing that what is right and just should be done: Therefore, we command you that you make known according to law to the said Florence O. Francis Administratrix of A. J. Francis, deceased

that she be at the Clerk's office of our said Circuit Court, at the rules to be holden for the said court on the first Monday in September next, to shew cause, if anything, for herself she may have or know to say why the said suit should not be proceeded into a final decree

and be in all things in the same plight and condition as it was at the time of the ~~of~~ decease of the said A. J. Francis

and further to do and receive what our said Court shall in that part consider. And have then there this writ.

Witness, ~~OSWIN WHITE~~ B. F. McLemore, Clerk of our said Court, at the Courthouse, this 30th day of June 1893, in the 117th year of the Commonwealth.

Teste: B. F. McLemore C.C.

VIRGINIA:

IN THE CORPORATION COURT OF THE CITY OF NORFOLK,

On the 15th day of April 1893,

For reasons appearing to the Court it is ordered that the order entered on the 8th day of March 1893 committing the estate of A. J. Francis dec'd to the Sargeant be rescinded. And thereupon

On the motion of Florence O Francis who took the oath required by law and entered into and acknowledged a bond in the penalty of four hundred dollars, conditioned according to law, with J. F. Francis his surety who justified his sufficiency on oath

certificate is granted the said Florence O Francis for obtaining Letters of Administration on the estate of A. J. Francis dec'd

in due form. And it is ordered that the said Bond be recorded.

A COPY. TESTE:

Junius A Coleman D. C. C.

Ark Post Sept 14. 1886

This is to certify that our note dated July 10th 1886 for $1500 & due December 1. 86 with interest from date — which note is secured by Trust deed, has only been paid down & three hundred & thirty one 58/100 ($331.58) dollars which sum only $331.58 with interest from June 29. 1886 is still due & unpaid —

This certificate is given to Cal Foundry & Iron Co they can use note if they desire, it being understood that the trust shall not be foreclosed & made the money before January 1. 1887 —

Witness our hands & seals

A. J. Francis (Seal)

F. O. Francis (Seal)

Francis wife

vs } Notice

Prince Fuster et als.

1893 Apr. 18

Courtland Va.

I accept service Apr. 11 1893
T. L. Dornin. Suprnt
& administrator of the
estate of A. J. Francis

Executed this 11th
day of April A.D. 1893
by serving a copy hereon
of even date T. C. Francis
by T. L. Dornin Deputy
for T. L. Dornin Sheriff
City of Norfolk

Commissioner's Office,

~~Jerusalem~~ Courtland, Va., April 1 1893

To J B Prince, Trustee, C. W. Grandy, A. H. Grandy, F. O. Francis and T. L. Dorrin Surviving Co-partners of Norfolk City and as such admrs. of A. J. Francis decd.

You are hereby notified that I have fixed upon the 18th *day of* April *next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:*

1st Whether the bond filed with the answer of said C. W. Grandy & sons, dated July 10th 1885 for $1500- and due by A. J. Francis & F. O. Francis to C. W. Grandy & sons has been paid and if so in what manner

2nd What credits said bond is subject to and any other matters specially stated deemed pertinent by himself or required to be so stated by any interested party.

required to be taken by a decree of Southampton Circuit Court, rendered at the November *term, 1892, 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 said Court, the day and year first aforesaid.

J. Lee Lemon

Commissioner.

To the ~~Sheriff of Southampton County~~ Sergt City of Norfolk *to execute.*

Southampton Circuit Court Nov Term 1892.

Francis & wife

vs Decree.

Grandy & Sons

This day this cause came on to be heard on the answer of the defendants with the Exhibits filed therewith, which Exhibits are the original bond of A.J. Francis & F.O. Francis to C.W. Grandy & Sons for $1500. and a letter from A.J. Francis & F.O. Francis to C.W. Grandy & Sons dated Aug 26-1890, with copy of deed of trust- with general replication to said answer and on the motion to dissolve the injunction awarded in this cause Oct 4 1892, and was argued by Counsel, on consideration whereof, the Court doth continue the said injunction and doth further decree that a Comr of this Court enquire and report to Court, whether the bond filed with the answer of said C.W. Grandy & Son, dated July 10-1885 for $1500. and due by A.J. Francis & F.O. Francis to C.W. Grandy & Sons has been paid and if so in what manner.

The said Comr will also report to what credits said bond is subject

and any other matters specially stated deemed pertinent by himself or required to be so stated by any interested party. And by consent of parties the further hearing of this cause may be had in vacation.

A Copy

Teste: T. M. Howard. C.C.

Francis & wife

vs } Notice

Spence, Trustee. & als

1893. Sept. 12th.

Commissioner's Office,

Court Yard ~~Jerusalem~~, Va., Augt 18th 1893

To Florence A. Francis, in her own right,
and as Admx of A. J. Francis, dec'd. -,
C. H. Grandy & Sons and J. B. Prince, Trustee.

You are hereby notified that I have fixed upon the 12th day of September next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:

1st. Whether the bond filed with the answer of said C. H. Grandy & Sons, dated July 10. 1885. for $1500. and due by A. J. Francis & F. A. Francis to C. H. Grandy & Sons, has been paid, and if so, in what manner?

2nd The said Commissioner shall also report to what credits said bond is subject. &c.

required to be taken by a decree of Southampton Circuit Court, rendered at the November term, 1892, 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 said Court, the day and year first aforesaid.

B. F. McLemore
Commissioner.

To the Sheriff of Southampton County to execute.

Francis & wife

vs } Notice

Prince, Trustee & als:

1893. Sept. 12"

Executed this 24 day of August A.D. 1893 by serving a copy hereof on Florence O. Francis in her own right & as Admx of a.j. Francis dec'd.

H.J. Banks Deputy
for F.L. Dornin. Sergeant
city of Norfolk

Commissioner's Office,

Courtland ~~Jerusalem~~, Va., Augt 18" 1893.

To Florence C. Francis, in her own right- and as Admx" of A. J. Francis, dec'd.-
C. H. Grandy & Sons. and J. B. Prince, Trustee.

You are hereby notified that I have fixed upon the 12th *day of* September *next, if fair, if not, the next fair day thereafter (Sunday excepted), to take and settle, at my office, the following accounts, to wit:*

Whether the bond filed with the answer of C. H. Grandy & Sons, dated July 10" 1885. for $1500. and due by A. J. Francis and F. C. Francis to C. H. Grandy & Sons, has been paid, and if so, in what manner?

The said Commissioner shall also report to what credits said bond is subject if.

required to be taken by a decree of Southampton Circuit Court, rendered at the November *term, 1893, 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 said Court, the day and year first aforesaid.

B. F. McLemore

Commissioner.

To the ~~*Sheriff of Southampton County*~~ Sergt. City of Norfolk. *to execute.*

ans
Due 1/90
780#'s
+ bought -

1

Norfolk Va Nov 29th 1890

Mssrs. D. H. Grandy & Sons
Norfolk Va

Dear Sirs,

Yours of Nov 26th & thanks also Copy of Oct 20th, the letter I delayed answering, hoping and expecting to ship you some Cotton before my return, I have shipped nothing yet to cover supplies furnished the farm and Cotton bill. These supplies I expected to pay with Cotton for which I sold, & sold farm, the party failed to comply thus far, and if I never get the Cotton it will only be a continuance of my ill luck. I am disappointed with my Crop and in my tenants, in fact, discouraged generally I have been unable to get any thing to do at all remunerative

over

Every thing seems to be against me, effort goes unrewarded and continued failure for employment has stupified my energy, exhausted my patience, and deadened my sensibilities generally; enough of this Card. I suppose you of course collected the $200 on the timber, and have the agreement of Mitchell & Self which secures you for double the amt due on the land, those payments will be coming in before you could get the land sold, therefore unless you wish to add to my perplexities, with no possible benefit to yourself, I see no reason for proceding against the land.

Very Respectfully,
A. J. Francis

P.P.S.

☞ *You will please advise us, when you ship your Cotton, what disposition you wish us to make of it.*

CASH ADVANCES *made on shipments to our house; when Cotton is sold* CURRENCY *will be sent as you may direct, or held subject to your order.*

ESTABLISHED 1845.

COMMISSION HOUSE OF
C. W. GRANDY & SONS.

Account Sales 16 *Bales Cotton Received per* S.A.L.R.R.

and sold for account of M.V. A.J. Francis

Date		Price	Amounts
1886			
June 26	To Bassett Nash & Co		
	16 Bls Flds	739 lbs @ 9¼	68.39
	CHARGES		
	Freight, 20.00 Wharfage, 1.60 Storage, 22.00	43.60	
	Labor, Weighing, Insurance & Drayage,	28.00	71.60
			6,753.4
	Commission 2½ per cent.		171.80
	Net proceeds to your credit.		$5,581.54

E. & O. E.

Norfolk, Va. June 29/86

C. W. Grandy & Sons,

By W. J. Miller

☞ *You will please advise us, when you ship your Cotton, what disposition you wish us to make of it.*

CASH ADVANCES *made on shipments to our house; when Cotton is sold* CURRENCY *will be sent as you may direct, or held subject to your order.*

ESTABLISHED 1845.

COMMISSION HOUSE OF C. W. GRANDY & SONS.

Account Sales 13 *Bales Cotton Received per* S A R R

and sold for account of Mr A. J. Francis

Date		Price	Amounts
1886			
June 26	To Bassett Nash & Co		
	13 Bls. N.C.S.	5795 @ 9¼	536 01
	#21.409		
	26.447		
	24.344		
	28.477		
	27.528		
	18.403		
	20.421		
	35.460		
	34.521		
	34.470		
	30.487		
	32.403		
	32.442		
	CHARGES		
	Freight, 16 25 Wharfage, 1 50 Storage, 17 20		
	Labor, Weighing, Insurance & Drayage,	31 75	
		22 08	53 83
			479 21
	Commission 2½ per cent.		13 40
	Net proceeds to your credit.		$465 81
16 13 29			

E. & O. E.

Norfolk, Va. June 29/86

C. W. Grandy & Sons,

By W. J. Miller

ESTABLISHED 1845.

☞ *You will please advise us, when you Ship your Cotton, what disposition you wish us to make of it.*

CASH ADVANCES *made on Shipments to our House; when Cotton is sold,* CURRENCY *will be sent as you may direct, or held subject to your order.*

COMMISSION HOUSE OF
C. W. GRANDY & SONS.

Account Sales 2 Bales Cotton Received per S & R R R.

and sold for account of Mr J Francis

Date 1889					Price	Amounts
Feby 18	Sold	2 Bls	F.G.S.			
			421.			
			378	799. @ .10		79 90

CHARGES.

Freight 1 87 Wharfage 20 Stowage 75.

Sales Weighing Insurance & Drayage 3 02.

1 70 4 72

75 18

Commission 2½ per cent. 1 99

Net proceeds to your credit. $73 19

E. & O. E.

Norfolk Va Feby 21 89

C. W. Grandy & Sons,

By [illegible]

☞ *You will please advise us, when you ship your Cotton, what disposition you wish us to make of it.*

CASH ADVANCES *made on shipments to our house; when Cotton is sold* CURRENCY *will be sent as you may direct, or held subject to your order.*

ESTABLISHED 1845.

COMMISSION HOUSE OF
C. W. GRANDY & SONS.

Account Sales 3 *Bales Cotton Received per* S.A.R.R.

and sold for account of Mr A.J. Francis Branchville

Date		Price	Amounts
1886 Nov 3	To Worsley Cox & Co		
	3 B/C. Ties 466		
	427		
	426 1518 @ 8 13/16		116.11
	CHARGES		
	Freight, 3.75 Wharfage, .30 Storage, .75		
	Labor, Weighing, Insurance & Drayage,	4.80	
		1.88	6.68
			109.43
	Commission 2½ per cent.		2.90
	Net proceeds to your credit.		$106.56

E. & O. E.

Norfolk, Va. Nov 3/86.

C. W. Grandy & Sons,

By R.J. Miller

☞ *You will please advise us, when you ship your Cotton, what disposition you wish us to make of it.*

CASH ADVANCES *made on shipments to our house; when Cotton is sold* CURRENCY *will be sent as you may direct, or held subject to your order.*

ESTABLISHED 1845.

COMMISSION HOUSE OF
C. W. GRANDY & SONS.

Account Sales 1 *Bales Cotton Received per* S. & R. R. C.

and sold for account of Mr A. J. Francis Brandsville

Date		Price	Amounts
188 6. Nov. 9	To Richd. Barnes		
	1 B/c Ct. 396	@ 8 3/4	34 65
	CHARGES		
	Freight, 56 Wharfage, 10 Storage, 25		1 60
	Labor, Weighing, Insurance & Drayage,		65 2 25
			32 42
	Commission 2½ per cent.		86
	Net proceeds to your credit.		$31 56

E. & O. E.

Norfolk, Va. Nov 9 1886

C. W. Grandy & Sons,

☞ *You will please advise us, when you ship your Cotton, what disposition you wish us to make of it.*

CASH ADVANCES *made on shipments to our house; when Cotton is sold* CURRENCY *will be sent as you may direct, or held subject to your order.*

ESTABLISHED 1845.

COMMISSION HOUSE OF
C. W. GRANDY & SONS.

Account Sales 2 *Bales Cotton Received per* S V R R

and sold for account of Mr A. J. Francis Branchville Va

Date		Price	Amounts
188 6. Oct 15	To J M. Spring		
	2 B/c F.C.S. 520. Net 921 @ 9 1/16		83 1/4
	CHARGES		
	Freight, 2. 50 Wharfage, 20 Storage, 50		3 20
	Labor, Weighing, Insurance & Drayage,		1 55 4 45
			79 29
	Commission 2½ per cent.		1 60
	Net proceeds to your credit.		$ 77 20

E. & O. E.

Norfolk, Va. Oct 15/86

C. W. Grandy & Sons,

By W. F. Miller

Statement of Sales made by Mrs C. V. Grandy & Sons on Acct of Mortgage.

1885						
Oct	1	By Sales 3 B/c	F.C.8		121 38	
"	3	" " 1 "	"		36 87	
"	"	" " 1 "	"	(S)	43 34	
"	7	" " 3 "	"		127 71	
1886 June	29	" " 16 "	"	(S)	595 24	✓
"	"	" " 13 "	"		465 81	✓
"	"	" " 1 "	(C)		33 46	
"	"	" " 1 "	H.C.F.		31 30	
Oct	15	" " 2 "	F.C.8		77 20	✓
Nov	3	" " 3 "	"		106 56	✓
"	10	" " 1 "	(C)		31 56	✓
1889 Feb	21	" " 2 "	F.C.8		73 19	$1743.62
		Average date of Sale July 12th 1886				
1885		Rec'd $1500 on Average date Aug 12th 1885				
July	13	Cash			$50.00	
"	"	Pd J B Prince for recording Trust &c			7 89	
"	17	Cash			692 11	
Aug	7	"			250 00	
Sept	9	"			250 00	
Oct	2	"			250 00	
					$1500.00	
		Interest to July 12th 1886			82 50	$1582 50
		Amt Carried to D J Francis individual a/c				$161 12

A. J. Francis

To C. W. Grandy & Sons Dr

1885				
Sept	17	To Bill Bagging & Ties	44 50	
Oct	2	" " " "	24 25	
"	7	" Cash	200 00	
"	13	" Draft	100 00	
"	27	" Cash	200 00	
"	31	" Bill Ties	12 75	
Nov	4	" Cash	325 00	
"	18	" Rent of office A. J. F. & Co	6 25	
"	19	" Cash	125 00	
"	"	" Bill Bagging	12 25	$1050 00
		Due by equation Oct 20th 1885		
		Entitled to July 6th 1888 (2 yrs. 8 mos. 16 dys		172 25
				$1222.25
1885				
Aug	12	By Balance from cotton shipped on mortgage		$161.12
1890 Nov	8	" Cash from A. J. F.'s note	200 00	$361 12
		Due by equation July 6th 1888	(Balance due	$861.13

E. & O. E

Jerusalem June 17th 1888

Mr. A. Hardy
Cash. Norfolk Nat. Bank

Dear Sir,

I enclose you certificate from County Treas. of Southampton as per your request

Will pay up the interest if possible at the time you mentioned.

Yours Truly
A. J. Francis

THE NORFOLK NATIONAL BANK,
Received.
JUN 20 1888
NORFOLK, VA.

In reply to Mr Hardy's letter of 15th June 88.

#(5).

This is to certify that, I, as Treasurer of Southampton County hold no tax acct. against lands belonging to A. J. Francis

June 18th, 1888.

Jas. J. Darden Treas.
By D.

C. G. Ramsay, President.
C. W. Grandy, Vice President.
Caldwell Hardy, Cashier.
A. B. Schwarzkopf, Asst. Cashier.

No. 3368.

Capital Stock, $400,000.

UNITED STATES DEPOSITARY.

The Norfolk National Bank

Norfolk, Va., June 5th, 1888.

A. J. Frances, Esq.,

Norfolk, Va.

Dear Sir,

We hold your note of July 10th, 1885, for $1,500, secured by deed of trust, same having been reduced to $1,331.58 June 29th, 1886, which amount with interest from that date is still due and unpaid.

We wish the note paid and will thank you to provide for it at once.

Awaiting your immediate attention.

Very truly yours,

(Signed) C. Hardy Cash.

#(1)

C. G. Ramsay, President.
C. W. Grandy, Vice President.
Caldwell Hardy, Cashier.
A. B. Schwarzkopf, Asst. Cashier.

No. 3368.

Capital Stock,
$400,000.

UNITED STATES DEPOSITARY.

The Norfolk National Bank

Norfolk, Va., June 11th, 1888.

A. J. Frances, Esq.,

Norfolk, Va.

Dear Sir,

Referring to ours of the 5th inst., regarding your note of $1,331.58, and to which we have no reply, beg to say that unless the matter is settled promptly, we shall have to forward the papers to Mr. Prince and order a foreclosure of the mortgage.

Yours truly,

(Signed) C. Hardy Cash-

(2)

1

Norfolk Va June 13th 1888

Mr. C. Hardy

Cashier Norfolk Nat. Bank,

Dear Sir,

Your favor in reference to note held by the bank, rec'd. Postponed replying, expecting promised funds, with which to pay interest and part of principal on said note; being disappointed in this, beg leave to renew the note, will make a payment this fall by shipment of produce to Mess. Grandy & Sons, and cash sooner if possible.

Very Respectfully

A. J. Francis

F. C. Francis

(3)

C. G. Ramsay, President.
C. W. Grandy, Vice President.
Caldwell Hardy, Cashier.
A. B. Schwarzkopf, Asst. Cashier.

No. 3368.

UNITED STATES DEPOSITARY.

Capital Stock,
$400,000.

The Norfolk National Bank

Norfolk, Va, June 13th, 1888.

A. J. Francis, Esq.,

Norfolk, Va.

Dear Sir,

The letter of yourself and Mrs. F. O. Francis received and contents noted.

By the solicitation of Messrs. C. W. Grandy & Sons we are willing to carry the note for you until next fall, upon condition that you furnish us with a certificate from the sheriff, or proper official, that all the taxes on the land have been paid to date and that you pay by June 29th interest in full to that date, say two years interest at 6% on $1,331.58 say $159.78. Let us hear from you please at once.

Very truly,

(Signed) C. Hardy Cash—

See Mr Francis letter of June 17th/88 in reply to above. (over)

(over)

(4)

Commissioner's Office.
Courtland, Va.
Sept. 14th. 1893.

To the Circuit Court of Southampton Co.

In obedience to a decree of said Court entered at the November Term 1892. in the Chancery Cause of Francis & wife & Pinner, Jenkins et.als: the undersigned Commissioner, to whom the aforesaid decree stands referred. reports to Court. that on the 18th day of August 1893. he issued Notice against the parties to the suit requiring them to appear at his office, in Courtland, on the 12th day of September 1893. at which time and place he should proceed to enquire into and report to Court: "Whether or not the Bond filed with the answer of C. H. Grandy & Sons. dated July 10. 1885. for $150.00.00 and due by A. J. Francis & F. A. Francis to C. H. Grandy & Sons. has been paid. and if so. in what manner?". And "to what credits said bond is subject?. Said Notice has been executed. and is herewith filed. And by consent of parties the making up of this report was continued until the 14th day of Septr 1893. at which time the Plaintiff

appeared in her proper person and by Counsel. and the Defendants, by Counsel. Whereupon the Defendants, by Counsel, Exhibited to the Commissioner. a Bond dated July 10th. 1885. for $1500.00. and due by A. J. & F. C. Francis. unto C. H. Grandy & Sons. and stated that the said Bond had not been paid. Mrs F. C. Francis. the Pltff. Exhibited to the Commissioner, Sixt Accounts of Sales of Cotton, made by C. H. Grandy & Sons. for A. J. Francis. Amounting to $1349.56. which she claims should be applied as Credit on the aforesaid Bond. (The Defendants object to the evidence of Mrs Francis, upon the grounds that. she, being the widow of A. J. Francis. is not a proper Witness) Mrs Francis also filed two Statements, made up by A. J. Francis. in his lifetime, said accounts of Sales. and Statements. are filed herewith as Exhibits. forming part of this report.

The Defendants Exhibited to. the Commissioner. a letter dated Nov 29. 1890, written by A. J. Francis and addressed to C. H. Grandy & Sons. This letter shows, 1st. that nothing had been shipped Grandy & Sons except Cotton to cover supplies furnished the farm. and, 2nd, that

the Bond of $1500.00 herein mentioned, was unpaid at the time the letter was written, and there has been no evidence before the Commissioner to show that any part of the bond has been paid since that time. Said letter is herewith filed, to which the attention of the Court is specially directed.

The Defendants, C.W. Grandy & Sons, have shown the Commissioner a statement of the farm account of A.J. Francis. The said account is credited with all the Cotton shipped by the said A.J. Francis to said Grandy & Sons, as per Acct Sales herewith filed.

The Commissioner, having carefully examined the papers, Exhibits &c, Statements &c, and maturely considered the same, reports to Court that the Bond for $1500.00 dated July 10. 1885. and due by A.J. Francis and F.A. Francis to C.W. Grandy & Sons, that secured by Deed of Trust has not been paid, and that the only credits to which said bond is subject are those already endorsed thereon, to wit: $32.77 paid Feb. 12. 1887 — $73.19 paid Feb 21. 1889. and $200.00 paid Nov 8. 1890. and $79.37 paid by J.W. Williams, Receiver.

collected by him - from Mitchell & Steele for
lumber - paid Nov 5th 1892.
The attention of the Court is specially
directed to letters herewith filed, show-
ing a correspondence between the
Norfolk National Bank and A. J. Francis -

Respectfully Submitted.
B. F. McLemore,
Commissioner Chancery

Commissioner's
fee $10.00 cts

Francis & wife.
vs
Pleasant
Granville Chancery
1893. Sept 14. Filed.

Francis Smith
to 3 Copy 1847
Francis Smith

'a'

D.D from a.f Francis
b Grandgrooms

Francis Smith
Esq
Grandgroom

This Deed of Trust made this 10th day of July 1885. between A. J. Francis and Florence O his wife of one part, and J.B. Prince, Trustee of the second part. Witnesseth: That in consideration of five dollars in hand paid, the said parties of the first part do grant and convey with general warranty unto said J.B. Prince Trustee, the following real estate situated in Southampton County; to wit: a tract of land devised by Jno. A. Person dec'd. in fee to Florence O. Persons:, now Francis, containing 582½ acres more or less & bounded by the lands of W.B. Person, Peter Person, B.G. Turner, J.J. Wordard & others, and also the growing crops of every kind now on said farm, or rather the interest of said A. J. Francis & wife in said growing crops.

In trust to secure a bond of even date with this deed due by Florence O Francis & A.J. Francis for Fifteen Hundred dollars, to C.H. Grandy & Sons which bond is due Decr. 1st 1885 with interest from date. It is stipulated that in event of a sale of the real Estate hereby conveyed by virtue hereof it shall be upon twenty days public notice of the time and place, and upon such terms as C.H. Grandy & Sons may desire and the trustee shall receive for his compensation five per centum on the gross amount sales.

Witness the following signatures and seals

A. J. Francis (seal)

F. O. Francis (seal)

City of Norfolk, To wit.

I, N. L. Worthington, a Commissioner in Chancery of the Circuit Court for the City aforesaid in the State of Virginia, do certify that A. J. Francis whose name is signed to the foregoing writing bearing date on the 10th day of July 1885. has acknowledged the same before me in my City aforesaid.

Given under my hand this 11th day of July 1885.

N. L. Worthington

a Commr in Chancery C.C.

State of Virginia,
City of Norfolk, to wit:

I, N. L. Worthington, a Commissioner in Chancery of the Circuit Court for the City of Norfolk in the State of Virginia do certify that F. C. Francis the wife of A. J. Francis whose names are signed to the foregoing writing bearing ~~bearing~~ date on the 10th day of July 1885. personally appeared before me in the City aforesaid and being examined by me privily and apart from her husband and having the aforesaid writing fully explained to her, she the said F. C. Francis acknowledged the said writing to be her act and declared that she had willingly executed the same and does not wish to retract it.

Given under my hand this 11th day of July 1885.

N. L. Worthington

a Comr in Chancery C.C.

Southampton County: In the Clerks Office July 14th 1885.

The foregoing Deed of Trust, was this day presented in said Office and with the certificate annexed admitted to record.

Teste: J.B. Prince C.C.

A Copy

Teste: B.F. McLemore C.C.

Virginia:

In the Corporation Court of the City of Norfolk on the 8th day of March 1893.

On the motion of C. W. Grandy Jrs.

it is ordered that the Estate of A. J. Francis

deceased, be committed to the hands of T. L. Dorman Sergeant of this City, for administration according to law; it appearing that the said A. J. Francis has been dead more than ~~three~~ two months, and no person having applied for letters of administration on his said Estate.

A Copy.

Teste: W. A. Young C. C.

By Jennie A. Coleman D. C.

fee 50 cts
paid

THE COMMONWEALTH OF VIRGINIA,

TO THE ~~SHERIFF OF SOUTHAMPTON COUNTY~~ Sergt of the City of Norfolk - Greeting:

WE COMMAND YOU TO SUMMON J. B. Prince, Trustee - and C. H. Grandy & A. H. Grandy, merchants and partners, doing business in the City of Norfolk, Va., under the firm name and Style of C. H. Grandy & Sons.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 11" Monday in November next, to answer a Bill in Chancery exhibited against them in our said Court by A. J. Francis and Florence C., his wife

And this They shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 14" day of October, 1892, in the 117th year of the Commonwealth.

Teste: B. F. McLemore C. C.

A. J. Francis et ux: — Plaintiff.

v.

Prince, Trustee. et als: — Defendant.

This day came the plaintiffs by their attorney and by leave filed their bill in this cause. And the Court considering the equities of the Plaintiffs as stated in said bill, and properly sworn to doth adjudge order and decree that the defendant, Jos B Prince. Trustee and the defendants C. H. Grandy and A. H. Grandy, merchants and partners doing business in the City of Norfolk as C. H. Grandy & Sons their Agents. Servants and Attorneys, and all other persons be enjoined inhibited and restrained from selling or disposing of in any manner the property in said bill mentioned or any part thereof until the further order of this Court. But before the Plaintiffs or either of them shall have the benefit of this order, they or one of them shall before the Clerk of this Court, enter into a bond with sufficient security to be approved by the Clerk of said Court in the penalty of $150 00 payable to the Commonwealth of Virginia. conditioned to pay all such costs as shall accrue, and all such damages as may be awarded in case this injunction shall be dissolved and all further questions are reserved &c

A Copy. Testo: B. F. McLemore C.C.

I certify that bond has been given in this cause with surety who have taken the oath & sufficiency prescribed by law.
B. F. McLemore C.C.

Francis et al:
v.
Prince, Trustee et al:
Injunction.

Filed in Clerk's Office Norfolk City Court
1892. Nov 1st

Ex. Q.

Executed this 2nd day of November A. D. 1892, by serving a copy hereof on each of the within named defendants.
C. H. Grandy & Sons
by Grandy Merchants
C. H. Grandy Deputy
for J. B. Prince
Dep'y Coll'r of Norfolk

Franklin, Va. Oct. 31 189-

Mr. J. B. Pruitt, trustee for A. Jones, W. T. Jones & wife.

To BLACKWATER COURIER Dr.

GRIFFIN & BELL, Publishers.

NEAT JOB WORK.

Posters		1 00

Paid
Griffin & Bell

Garnishment
to 3 notices -
Francis & Co

1892. Nov 11.

Executed this 27th
day of October A.D.
1892. by serving copies
hereof on A.F. Francis
and F.O. Francis.
Sergts fee $1.00 paid
C.L. Quinn Deputy
for J.L. Dorrin Sergt
City of Norfolk

To A. J. Francis and F. O. Francis.

Take notice that we shall move the Judge of the Circuit Court of Southampton on Friday Nov 11. 1892 at Courtland Va. to dissolve an injunction awarded you on the 4th day of October 1892, in a certain Suit in Equity depending in the Circuit Court of Southampton County, wherein you are plaintiffs and we and I. B. Driver are defendants.

Respectfully
Cor Grenade & Sons
By Counsel.

Oct 27. 1892
Wm Seaff. City Sheriff
to execute

KNOW ALL MEN BY THESE PRESENTS, That we A. J. Francis and J. R. Person & A. L. Francis are held and firmly bound unto The Commonwealth of Virginia, in the just and full sum of One hundred & fifty Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents: And we hereby waive the benefit of our Homestead Exemptions as to this debt, obligation and contract. Sealed with our seals and dated this ____ day of October in the year one thousand eight hundred and ~~eighty~~ ninety-two.

The condition of the above obligation is such, That whereas, in a suit in Chancery now depending in the ~~Corporation~~ Court of the ~~City of Norfolk~~, County of Southampton, wherein the said A. J. Francis and F. O. Francis, his wife

are plaintiffs, and Jos. B. Prince, trustee and C. W. Grandy & Sons

are defendants, there has been awarded to the said plaintiffs, an injunction to injoin and restrain the defendants Jos. B. Prince, trustee & C. W. Grandy & Sons officers, agents, attorneys and all other persons from selling or disposing of in any manner certain property in the plaintiffs' bill mentioned, or any part thereof

until the further order of the Court. And whereas it is provided by order of Hon. C. W. Hill Judge of the said Court awarding said injunction, that the said plaintiffs shall not have the benefit of the said injunction until they, or some one of them, or some one for them, shall, before said ~~Court or its~~ the Clerk of the Circuit Court of Southampton Co., Clerk, with surety deemed sufficient by said ~~Court or its~~ Clerk, give bond in the penalty of One hundred & fifty Dollars, payable to the Commonwealth of Virginia, with condition to pay all such costs as shall accrue and all such damages as may be awarded in case said injunction shall be dissolved

Now, therefore, if the said A. J. Francis shall pay all such costs as shall accrue and all such damages ~~as may be awarded in case~~

~~all such costs~~ as shall be awarded against said plaintiffs and all such damages as shall be incurred in case the said injunction shall be dissolved, then the above obligation to be void; otherwise to remain in full force and virtue.

Executed in the presence of

A. J. Francis [SEAL]

J. R. Person [SEAL]

A. L. Francis [SEAL]

In the Clerk's Office of the Corporation Court of the City of Norfolk,

J. R. Person & A. L. Bayne the surety in the above bond this day made oath before me, B. F. McLemore that his estate after the payment of his just debts and of such liabilities as he may have incurred as security for others, is worth the sum of $150.00, the penalty of the above bond.

Given under my hand this 17th day of Oct 1892

B. F. McLemore C.C.

IN THE CLERK'S OFFICE OF THE CORPORATION COURT of the City of Norfolk on the ..... day of ..... A. D. 188 . This Bond, being acknowledged by the obligors therein, is admitted to record.

Teste: .....

A. J. Francis et. ux: — Plaintiffs.

vs.

Prince, Tinsley, et. als: — Defendants.

This day came the Plaintiffs by their Attorney. and by leave, files their bill in this Cause. And the Court, Considering the Equities of the Plaintiffs as stated in said bill, and properly sworn to, doth adjudge, order and decree that the defendant, Jos. B. Prince, Tinsley and the defendants C. N. Grandy and A. A. Grandy, merchants and partners doing business in the City of Norfolk, as C. N. Grandy & Sons. their Agents, Servants and Attorneys and all other persons be enjoined, inhibited and restrained from selling or disposing of, in any manner, the property in said bill mentioned, or any part thereof until the further order of this Court. But before the Plaintiffs or either of them shall have the benefit of this order, they or one of them shall, before the Clerk of this Court, enter into a bond with sufficient security to be approved by the Clerk of said Court in the penalty of $150.00 payable to the Commonwealth of Virginia. Conditioned to pay all such Costs as shall accrue and all such damages as may be awarded in Case this injunction shall be dissolved. and all further questions are reserved &c.

A Copy. Teste: B. F. McLemore C.C.

I Certify that bond has been given in this Cause with Sureties who have taken the oath prescribed by law.

B. F. McLemore C.C.

A. J. Francis et. ux. Pltf.
vs.
Prince, Tinsley et. als. Defts.
In Chancery.
Decree.
Filed 1892. Nov. 1st.
Rules
Civil Ch.
Special Oct. 1892
Copy Decree
B. F. McLemore
Clerk
R. N. Leonard
for Pltf.
Williams
for Defts.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON J. B. Prince, Trustee, and C. W. Grandy & A. H. Grandy, Merchants and partners, doing business in the City of Norfolk, Va. under the firm name and style of C. W. Grandy & Sons.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in November next, to answer a Bill in Chancery exhibited against them in our said Court by A. J. Francis and Florence C., his wife.

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 14 day of October, 1892, in the 117th year of the Commonwealth.

Testo: B. F. McLemore C. C.

C. W. Landry Jr.

Mitchell & Steele

come & buy pine timber on the stumps @ $1.00 pr M feet as soon as boom is formed from present date & pay Cash $300, & a note for $200 — The Cash payment & note ($300) cancel. the note for $200 payment to apply as a payment on my & my wife's note to you dated July 10. 1885.

The timber & the cut is estimated at 2.000.000 feet. & all the balance of payments for timber & cash to be direct from M. & S. in monthly payments.

I agree & bind for all my part of Cut logs raised on the farm which will amt. between $1500 & $1.000.

A. J. Farmer

Aug 26/90

F. O. Farmer

208

Francis Kinsella (1 of 4)

v } Stat: Rules:

Janice Janstec et al:

93/1 Sept R

93/1 Sept R'

A. J. Francis and
Florence O. Francis, his wife Pltffs
Against
J. B. Prince, Trustee and
C. H. Grandy & A. H. Grandy
Merchants & Partners doing business
in the City of Norfolk, Va. under
the firm name and style of C. H. Grandy
& Sons. Dfts

In Chancery

1892. Oct. 14. Proc. issued to 1st Nov: Rules
" 1st Nov: Rules: Proc. ret'd Executed: Bill filed
" 2 " " Answer of C. H. Grandy & Sons
(with Exhibits) filed. Gen'l Rep:
& Cause set for hearing
1893. Feb. 22. Sci: Fa: iss'd to 1st Apl Rules: Ret'd T. L.
Dorman Admr of A. J. Francis dec'd
" 1st Apl. Rules. Sci Fa Ret'd Executed.
" 2nd " " Suit revived & cause set
for hearing.
1893. June 20. Sci. Fa. iss'd to 1st Sept Rules
Ret'd F. O. Francis Admrx
d. b. n. of A. J. Francis dec'd.
" 1st Sept Rules. Sci Fa Ret'd Executed.
" 2 " " Suit revived & cause
set for hearing

Francis Snyder
v. State. Ct. St.
Grandy & Son

Francis Tribe statement West
vs
Grundy & Thurston

Summ: with Injunction 50 - Copy 25
" " " 50 - " 25 - 25
Sci: Fa: 50. Copy 25. Do 50 - Copy 25
3 Sets of rules - 3.00. receipt (4 times) 72. Atty 10. Do 16. 18
Not: return (3 times) 1.05 - filing bill 45. do 24 15 - Copy 24 50.
2 decrees & Copy 1.44. Dep: bond 75. filing away papers
25. filing Comrs report 25. Printing 1.00. Last Cost 40
Paid - B. F. M. $10.71 Paid J M H 123 Clerk $ 13.44 ~~by~~
Paid J W W Sheff - .50
Paid J B P Sergt - 4.50
Paid J B P Lawyer 16.50
Paid - B. F. M. Comr B. F. M. 10.00
$ 44.94

B. F. M. 10.71
J. M. H. $1.73
J B P 1.00 for printing
13.44

10.71
10.00
3.25
8 19
21 15
3 90
30 00
.18

Francis et ux ads Granty of ors —
Southampton Circuit Court. Nov. / 93 —

Ross Exor v McLaughlan's Admr et als —

7 Gr. 86. J. Allen —

Syl. "A debtor by four bonds payable at successive periods, makes payment to his creditor, which upon a settlement after the death of the debtor are ascertained to amount to more than is sufficient to discharge the first bond. The creditor will not be permitted to apply the amount remaining after discharging the first bond as a credit upon the fourth — but the Court will apply it to the second bond in relief of a party bound as surety for the amount of the 2nd bond." —

Laws Exors v Sutherland et als —

5 Gr. 357. Daniel J.

Syl — "a payment made by a debtor to his creditor cannot be applied by the creditor to a debt arising subsequently, without the assent of the debtor" —

N. B. p. 362 — "The court is further of opinion" &c

Moraly v Wilson 5 L. 329 S. C. p 357. Cobb J.

N. B. see opinions of Carr J. & Tucker P. very strong

Syl: "If A. owes a debt to B. payable on demand for which C. is A's surety. & A. assigns debts of others to B. in part pay't & after such assignment, but before the assigned debts are collected, A contracts another debt to B, for which there is no security: in such case, B, cannot after collection of the assigned debts apply the same to the payment of A's last debt contracted after the assignment was made & thereby recover the whole amt of the 1st debt from C, the surety for it —"

Hillebrey v Houston's Ex rels- 15 Grat 350. Roberts on J.

Syl. 2- "But to bind a party in such a case, (Legacy,) it must appear that he elected to accept the legacy & perform the condition with full knowledge of all the facts & circumstances necessary to enable him to make a judicious choice - To make an election conclusive the party must be informed as to the relative values of things he elects between"-

N.B. 3. "Where a party has made an election without sufficient information or under a mistake, he will be relieved against the consequences, upon the terms of restoring other persons whose rights may be affected by his acts to the same situation as if those acts had not been performed"-

---

Smith v Lloyd. 11th Leigh, p 535. Allen, J.

Syl:- "Where one is indebted to another for several debts, and the debtor makes payments, without directing to which of the debts they shall be applied, and the Creditor, makes no particular application of the payments when received, there is no settled rule that the payments shall be applied either according to the presumed intention of the creditor, or according to the presumed intention of the debtor, or that the payments shall be applied in the manner most beneficial to the one or the other: but it devolves on the Court to apply the payments according to the justice of the particular case, with a view to all its circumstances"-

In general, when several debts are due, and payments are made without specific application by either debtor or creditor at the time, the payments ought to be applied to extinguish the debts according to priority of time"

The answer of C.W. Grandy & A.H. Grandy
Merchants & partners doing business as
C.W. Grandy & Sons to a bill of complaint
exhibited against them in the Circuit
Court of Southampton by A.J. Francis
and Florence O. his wife.
These respondents for answer to said
bill say - That it may be true that
Florence O. Francis was seized of certain
valuable real estate in Southampton
as one of the heirs of Jno A. Penn dec'd
but these respondents know nothing of
this fact of their own knowledge.
That it is true on the 10th day of July 1885
A.J. Francis and F.O. Francis his wife
executed their bond to respondents for
the sum of $1500, and secured the pay-
ment of the same by conveying certain
real estate situated in Southampton
Co. to I.B. Bruce trustee, by deed of trust
of same date with bond. A copy of which
is herewith filed marked 'A' as an exhibit
in this answer and prayed to be taken as
a part of the same. It is also true that
respondents did authorize I.B. Bruce as
trustee to advertise and sell the said
tract of land - and it was so advertised for
sale on Oct 17. 1892.

Respondents absolutely deny that the said bond has been paid, and they charge further that A.J. Francis knows it has not been paid.. On Sept 14. 1886, the said A. J. Francis & F. O. Francis gave a certificate, stating that their note for $1500- dated July 10. 1885 was due Dec 1. 1885 has only been paid down to $1331. 50- the original Certificate marked 'B' is herewith filed as a part of this answer. Swear that there have been only three credits placed upon said note viz-: 1887- Feby 12. $32.77. 1889. Feby 21. $73.19 and 1890 Nov 8. $200. all of which said credits have been reported to said Francis and he knows they are correct.. The last of said credits viz:(1890. Nov 8. 200) was paid by Milchell & Steel, Saw mill men, and it is the same one referred to in a letter from A. J. Francis & F. O. Francis to respondents dated Aug. 26. 190- herewith filed marked "C" as an Exhibit- and prayed to be read as a part of their answer- Respondents desire to call the Courts attention & specially to this letter. The Court will observe that in it A. J. Francis swife distinctly acknowledges the existence of the bond sued on at that date, and desires

that we should let them have the cash payment of $300, and the note for $200, was to be paid to us as a payment on their note to us dated July 10. 1885. The note for $200 was unpaid and has been credited on said note of July 10. 1885.

A. J. Francis says that there has been no payment on said note since Nov 8. 1890.

He also knows that in his letter of Aug 26. 1890, that he said to respondents that all the balance of payments for timber would come direct to us from Mitchell & Hall in monthly payments. and that these payments were on account of his said note of July 10. 1885. And he says knows that by his own negligence a large part of said timber was cut and removed and respondents got nothing from it, and but for the fact that respondents at their own costs claimed an injunction, to which said A. J. Francis and parties, the whole of said timber would have been lost.

Respondents deny that A. J. Francis owns them on his own account. and said Francis says knows that such is not a fact. It is true there have been transactions between respondents and A. J. Francis on other accounts, but they have all been settled and

said Francis is aware of the fact.
A. J. Francis knows there have been no such loans asked since Aug 26. 1890, at which time he and his wife acknowledged in their letter that they were owed us on account of the note secured by deed of trust. And having answered distinctly all the allegations of said bill, your respondents pray that the same may be dismissed, and that they may be dismissed with their costs &c.

C. W. Grandy & Sons

C. B. Prince atty.
for respondents

State of Virginia - City of Norfolk.

C. W. Grandy one of the firm of C. W. Grandy & Sons this day made oath before me that the facts stated in the above answer are true to the best of his knowledge and belief.

Given under my hand this 8th. day of November, 1892.

W. B. Martin
Notary Public.

Francis
vs
Grandy & Sons &c.

Answer of
Grandy & Sons

Franciscus
ex 3 Robert A
Isaac by
Jno Co
Prince Junior St.

Francis wife
vs Report of I. B. Spruce Trustee
Spruce Trustee &c.

Pursuant to decree entered in this cause at May Term 1894. I sold the land covered under bond dated Oct 9th 1893 for $1500. and at said sale Geo. Grundy Esqr became the purchaser by bidding the amt due on the bond including Commissions and Expenses of sale. The bond is returned with this report Cancelled. I have made them a deed of bargain & sale for the same. which has been recorded in the Clerks Office of Southampton County Court. There is nothing further to be done in this cause.

Respectfully submitted.

Sept. 3. 1895

I. B. Spruce

Trustee.

Francis owife
" } Order
Granary Sonoc

Virginia: In Vacation:

In the Clerks Office of the Circuit Court of Southampton County, at Rules held on the 1st Monday in Sept 1893.

Francis o Wife

&

Grandy o Sons o

This Scire Facias issued in this cause on the 20th day of June 1893. having been returned duly executed, it is ordered that this cause be proceeded with, in the name of F. O. Francis Administrator of A. J. Francis dec'd.

Teste T. W. Howard Cl'k.

A Copy

Teste T. W. Howard Cl'k.

$1500. On demand Dec 1. 1885 - With interest from date, for value received, we or either of us owe and promise to pay Cudgrandy and Sons fifteen hundred dollars. And We and Each of us waive our homestead Exemptions as to this debt. Witness our hand & seal July 10. 1885.

A J Stevens [seal]

F O Francis [seal]

June 29th/86. The amount due on this note on this date is Thirteen hundred and thirty one 51/100 dollars

January 1st/88

Feby 12/87	Credit	($32.77)	Thirty two 77/100 Dollars
Feby 21/89	"	(73.19)	Seventy three 19/100 Dollars
Nov 8/90	"	(200.00)	Two hundred 00/100 Dollars

This Bond is paid in full Principal & Int. having brought the land covered under deed for and due on this bond.

I. B. Lewis
atto for Chas
Isom.

Francisville
vs 3 Deeds
Grandy et ux

1892. Nov Term
To be ruled,
CMDS

Agreement.
Conclusions for
Pltfs.—
Praecipe for
Deft.

Entered.

hearing of this Cause when he had in
location.

Francis et ux

vs

Decree

Grandy & Sons

This day this cause came on to be heard on the answer of the defendants with the Exhibits filed therewith. which Exhibits are the original bond of A. J. Francis & F. O. Francis to C. W. Grandy & Sons for $1500. and a letter from A. J. Francis & F. O. Francis to C. W. Grandy & Sons - dated Aug 26. 1890 - with copy of deed of trust with general reference to said answer and on the motion to dissolve the injunction awarded in this cause Oct 4. 1892 - and was argued by Counsel. On consideration whereof, the Court doth continue the said injunction and doth further decree that a Comr. of this Court inquire and report to Court whether the bond filed with the answer of said C. W. Grandy & Sons, dated July 10. 1885 - for $1500. and duly by A. J. Francis & F. O. Francis to C. W. Grandy & Sons has been paid, and if so in what manner. The said Comr. will also report to what credits said bond is subject and any other matters specially stated claimed pertinent by himself or required to be so stated by any interested party. And by consent of parties the further

1885, and of record in the Clerks Office of Southampton County Court, according to its terms. And said Receiver make report to Court. And leave is given the Trustee for Exchange Bank to withdraw the original bond of O. J. Francis & F. O. Francis for $1800. from the papers in this cause by leaving a copy thereof with the papers in this suit. And it is further ordered that a copy of this decree be served on F. O. Francis by July 1. 1894.

Francis trustee
vs
Francis Trustee &c

1894 May Term
To be heard.
C.M.K.

Entered 671

Francis et ux

vs

Decree.

Grandy & Sons

This day this Cause came on to be further heard on the papers formerly read, the Bill herein which has revived this suit in the name of the adext of A. J. Francis, who has died since the last term in this Cause, and the report of Comr. B. F. McLemore filed 1893. Sept 14. and now signed by Counsel. On consideration whereof, the Court doth adjudge order and decree that the injunction awarded the plffs on the 4th day of Oct 1892, be and the same is hereby dissolved. and doth further decree that unless F. O. Francis or some one for her shall pay to C. W. Grandy & Sons, or their attorney on or before Aug 1st 1894 the sum of $1500 with interest thereon from July 10. 1885, subject to the following credits viz. $32.77 paid Feby 12. 1887. $73.19 paid Feby 21. 1889. $20 paid Nov 8. 1889. and $79.37 paid Nov 5. 1892. and the costs of this suit. then that I B Francis proceed to execute the deed of trust from A. J. Francis and F. O. Francis to him as trustee for benefit of C. W. Grandy & Sons dated July 10

Francis, wife
Pr } Decree
Prince Fountain et al

1894. 1st Nov. Term.
Circ Ct.
Not finding D.
O'Francis in any
manner [illegible] by publication
above the age of
sixteen years at the
usual place of abode
this the 16th day of
June A.D. 1894. Issued
a writ of summons for him
on the front door
of said residence
H. J. Banks Deputy
for D. L. Dorris Sheriff
Calloway County

2

Southampton Circuit Court: May Term 1894.

Francis & wife
vs.
Grandy & Sons. } Decree: -

This day this cause came on to be further heard on the papers formerly read, the scire facias which has revived this suit in the name of the Admrx. of A.J.Francis, who has died since the last decree in this cause, and the report of Comr. B.F. McLemore, filed 1893, Sept. 14", and was argued by Counsel.

On consideration whereof the Court doth adjudge, order and decree that the injunction awarded the Pltff. on the 4th day of Oct. 1892, be and the same is hereby dissolved, and doth confirm said report, and doth further decree that unless F.O.Francis or some one for him, shall pay to C.W.Grandy & Sons or their attorney on or before Augt 1st 1894 the sum of $1500. with interest thereon from July 10. 1885 subject to the following credits viz- $32.77 paid Feby. 12. 1887, $73.19 paid Feby. 21. 1889, $200. paid Nov. 8. 1889 and $79.37 paid Nov. 5. 1892 and the costs of this suit, then that J.B. Prince proceed to execute the deed of trust from A.J.Francis and F.O. Francis to him as trustee for benefit of C.W. Grandy & Sons dated July 10. 1885 and of record in the Clerks Office of Southampton County Court according to its terms and said Prince will report to Court, and leave is granted the trustee for C.W. Grandy & Sons to withdraw the original bond of A.J.Francis & F.O.Francis for $1500. from the papers in this cause by leaving a copy thereof with the papers in this suit. And it is further ordered that a copy this decree be served on F.O.Francis by July 1. 1894.

A Copy
Teste: T. M. Howard Clk.

Francis Lisle
vs 3 Deeds
Prince Trustees

1895. Sept Term

To be Entered.
Sept. 25 1895

Robert C. Ellmaker

Entered
page 29.

Francis Duke
vs 3 Defts
Price Thurston &c.

This day this cause came on to be again heard on the papers formerly read, the report of J. B. Price Trustee, reporting sale under decree of Nov Term 1894. to which there is no exception and was signed by Counsel. On consideration whereof, the said report is confirmed and nothing further remaining to be done in this cause, the same is ordered to be removed from the docket.

Geo Grundy Adm
vs. Z. Deas
Francis Lieber et.

Sept Term 1895

To be Entered

Sept. 25, 1895

Robt. Adams

Entered
Page 28

Accordingly Issue
is 3 Decree.

Francis Lieber

Nothing further being
necessary to be done in this
on motion of the Complainants
Counsel, the Cause is ordered
to be removed from the
docket, -

Grandy Woods
vs. Report
Francis Wolfe et

Report of
Reciver J. W. Williams

Grandy Bond

vs. } Decree

Francis & wife &c

Report of Receiver Williams

To the Hon. C. M. Hill

Your Receiver begs leave to report that he has disposed of the cut Lumber upon the Land of Francis & wife and kept upon the Mill Yard of Gray & Bro,

92 500 ft. Lumber @ 1.00 pr. M.		$92.50
By amt. paid for Measuring Lumber	5.00	
1/4 time of Receiver	3.50	3.50
Com. of Receiver @ 5%	4.63	4.63
	$13.13	13.13
Amt. in hands of Receiver		$79.37

& Paid to J. B. Prince Atty.

Respectfully Submitted

J. M. Williams

Receiver

Nov. 5th 1892

(Memorandum)

To be credited when paid to A. J. Francis & F. O. Francis Mortgage A/c. Mitchell & Steele's note dated August 29th 1890 at 2 months time for $200.00, payable to Francis & wife at Farmers Bank of Nansemond, and endorsed by F. & wife to us.

Received Nov 5. 1892 of J. W. Williams
Receiver in suit Grand Jury vs
Francis Snipe. Seventy nine & 37/100
dollars in full of cost in his
hands as per report to Nov. Term 1892
in said suit.

J. B. Prewitt atty

Know all men by these presents that I. A. H. Grandy, a member of the firm of C. W. Grandy & Sons, of Norfolk Va. do hereby constitute and appoint I. B. Smith my attorney in fact to sign my name as principal to a bond in the penalty of five hundred dollars, required to be given before the Clerk of the Circuit Court of Southampton by an injunction order granted by D. Tucker Brooke, Judge of the Corporation Court of Norfolk City, Mch 23. 1892, in a suit in Equity in which C. W. Grandy & Sons are pltffs and A. J. Francis & Wife and others are defendants. And I hereby ratify and confirm what my said attorney shall hereunder do fully as if I had been present and signed my name myself as aforesaid. Witness my hand and Seal Mch 23. 1892.

A. H. Grandy

Virginia—
City of Norfolk to wit:

I, Wm. Lee Old, a Notary Public for the City aforesaid in the State of Virginia do certify that A. H. Grandy whose name is signed to the writing above dated Mch 23. 1892 has acknowledged the same before me in my City aforesaid. Given under my hand Mch 23. 1892

Wm. Lee Old
Notary Public.

Copy

Know all men by these presents, That we the undersigned bargain and sell and by these presents convey to Mitchell & Steele of Steeleville, near Branchville Southampton County Virginia, the pine timber on that certain piece of land, bounded by the lands of J. J. Woodard, B.G. Turner & L. P. Francis, said timber to be cut as early as pracitcable not extending over two years from this date, and to measure at stump 12 inches and upward. The payments for the above timber to be made as follows, Three hundred dollars cash, Two hundred dollar note at sixty days, the other payments monthly as the timber is cut, at the rate of one dollar per thousand feet, log measure,. A correct account of measurement of same properly kept. A right of way is given for ingress and egress to said timber, where necessary, so that no injury shall result to the property by damming water or trespass of staock. Witness our hands and seals this 23rd day of August 1890.

(Signed) A. J. Francis (Seal)
(Signed) F. C. Francis (Seal)

We acknowledge this to be a correct copy of bill of sale received by us

(Signed) Mitchell & Steele

Norfolk, Va. August 29th, 1890.

Mr. A. J. Francis
Mrs. F. O. Francis

Your contract signed August 23rd 1890 to allow Mess Mitchell & Steele to cut timber as therein stated, you present to us for our acceptance. We have no objection to same provided M.&.S. will pass to us the note therein stated at 60 d/s for $200.00 endorsed by you, and further that they pay us stated by contract the whole of th timber money (the cash payment of $300.00 not included) promptly as it matures,

Very truly

(Signed) C. W. Grandy & Sons.

The above is given in duplicate and we state that the above is the arrangement made, and we bind ourselves and assigns to pay in conformity with same.

August 29th 1890.

(Signed) Mitchell & Steele.

over

Norfolk, Va. August 29th 1890.

Mess Mitchell & Steele.

The paper written on other side of this paper by C. W. Grandy & Sons is satisfactory to us, and you will pay to them as said paper states.

(Signed) A. J. Francis

(Signed) F. O. Francis.

over

113

C. W. Grandy & Sons

v. 33 Stat: Rules:

Francis hist & als:

1 apl

C. W. Grandy & A. H. Grandy.
Partners in trade under the
firm name of C. W. Grandy & Sons. Plffs.
v.
Against
A. J. Francis & F. O. Francis, his
wife. S. Mitchell. J. E. Vincent.
R. G. Dennis, and Elma Gray.
Partners under firm name of
J. E. Vincent & Co. Defts.

In Chancery

1892. Mch 20. Injunction awarded. Bill ordered filed.
1892 Mch 24. Process issued to 1st April Rules.
" 1st April Rules: Process returned. Bill & Ex. filed.
Decree nisi v Defts
" 2 " " Bill taken for Confessed and
Cause set for hearing

This Deed of Trust made this 10th day of July 1885 between A. J. Francis and Florence E his wife of one part, and J. B. Prince Truste of the second part, Witnesseth: That in consideration of five dollars in hand paid the said parties of the first part, do grant and convey with general warranty unto said J B. Prince Truster. the following real Estate situated in Southampton County, to wit: a tract of land devised by Jno. A Person dec'd. in fee to Florence D Persons, now Francis, containing 182½ acres, more or less & bounded by the lands of W. B. Person, Peter Person B. G. Turner, J. J. Woodard & others. and also the growing crops of every kind now on said farm or rather the interest of said A. J. Francis & wife in said growing crops.

In trust to secure a bond of even date with this deed due by Florence D Francis & A. J. Francis for Fifteen Hundred dollars to L. W. Grandy & Sons which ond is due Dec. 1st 1885 with interest from date. It is stipulated that in the event of a sale of the real Estate hereby conveyed by virtue hereof it shall be upon twenty days public notice of the time and place and upon such terms as L. W. Grandy & Sons may desire and the Truster shall receive for his compensation five per centum on the gross sales

Witness the following Signature and Seal,

A. J. Francis (Seal)

F. O. Francis (Seal)

City of Norfork, To wit:

I H.L. Worlington, a Commissioner in Chancer of the Circuit Court for the City aforesaid in the State of Virginia do certify that A.J Francis whose name is signed to the foregoing writing bearing date on the 10th. day of July 1885 has acknowledged the same before me in my City aforesaid

Given under my hand this 11" day of July 1885

H.L. Worlington

a Commissim in Chancery

State of Virginia

City of Norfork, to wit:

I H.L. Worlington, a Commissioner in Chancery of the Circuit Court for the City of Norfolk in the State of Virginia do certify that F.O. Francis the wife of A.J. Francis whose names are signed to the foregoing writing bearing date on the 10" day of July 1885, personally appeared before me in the ~~County~~ City aforesaid and being examined by me privily and apart from he husband and having the writing aforesaid fully explained to her she the said F.O. Francis acknowledged the said Writing to be her

act and declared that she had willingly executed the same and does no wish to retract it Given under my hand this 11th day of July 1885

N L Worthington

A Comtin Chancery C C

Southampton County: In the Clerk's Office July 14th 1885

The foregoing Deed of Trust was this day presented in said office and with the certificate annexed admitted to record

Teste B. B. Prince C.C.

A Copy

Teste B. F. McLemore C.C.

C. H. Grandy & Sons -

vs

Francis Wife & als:

Upon the motion of the Complainants - an injunction is awarded them - to restrain and enjoin S. Mitchell and J.E. Vincent. R.G. Dennis & Elma Gray - doing business as J.E. Vincent & Co. their Agents, Employees, Servants and all other persons - from cutting or removing any more pine timber from the tract of land owned by A.J. Francis and Florence O., his wife, in Southampton County - Containing 582 Acres, more or less - and bounded by the lands of W.B. Ivison - Peter Ivison, B.G. Turner - J.J. Worsard & others - until the further order of the Circuit Court of Southampton Co. and also enjoining and restraining S. Mitchell, his Agents - Employees, Servants and all other persons from shipping or discharging of any timber manufactured from logs cut from the said farm - which may be now in the County of Southampton, until the further order of the Circuit Court of Southampton Co. But before the said Complainants shall have the benefit of this order, they or some one for them shall enter into bond before the Clerk of the Circuit Court of Southampton - in the penalty of $500.00 - with security to be approved by said Clerk - Conditioned to pay all costs and damages that may be sustained by any parties in case this injunction be dissolved.

A Copy - Teste: B. F. McLemore C.C.

I Certify that the bond required by the foregoing order, has been giving, with approved security.

B. F. McLemore C.C.

Grandy & Sons
vs
Francis Wife & als:

1892. Chancery Rules

Answer waived & Decree
of March 9 1892 by
Demurrer, Corpus Ad
subjiciendum, Writ of
Injunction. Charges
exhibited on Affd.
Francis appears
& admits charges

Filed in Clerk's Office
July of Nov Term 1892

Demurrer and Motion
and Petition for Writ
Corpus ad subjiciendum
Affidavit

THE COMMONWEALTH OF VIRGINIA,

TO THE ~~SHERIFF OF SOUTHAMPTON COUNTY~~ Sergt. of the City of Norfolk —Greeting:

WE COMMAND YOU TO SUMMON A. J. Francis & F. A. Francis, his wife - S. Mitchell. J. E. Vincent. R. G. Dennis & Elma Gray - partners under firm name of J. E. Vincent & Co.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in April — next, to answer a Bill in Chancery exhibited against them in our said Court by C. W. Grandy & A. A. Grandy - partners in trade under the firm name of C. W. Grandy & Sons

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 24 day of March, 1892, in the 116 th year of the Commonwealth.

Testo. B. F. McLemore C. C.

C. H. Grandy & Sons

vs

Francis Info & als:

Upon the Motion of the Complainants an injunction is awarded them to restrain and enjoin S. Mitchell, and J. E. Vincent, R. G. Dennis and Elma Gray, doing business as J. E. Vincent & Co. their Agents, Attorneys Employees, Servants, and all other persons from cutting or removing any more pine timber from the tract of land owned by E. J. Francis and Florence C. his wife in Southampton County, containing 582 acres, more or less, and bounded by the lands of W. B. Brown, Peter Person, B. G. Turner, J. J. Woodard & others, until the further order of the Circuit Court of Southampton County, and also enjoining and restraining S. Mitchell, his Agents, employees, Servants and all other persons from shipping or disposing of any timber manufactured from logs cut from the said farm, which may be now in the County of Southampton, until the further order of the Circuit Court of Southampton Co.

But before the Complainants shall have the benefit of this order they or some one for them shall enter into bond before the Clerk of the Circuit Court of Southampton, in the penalty of $500.00 with security to be approved by said Clerk. Conditioned to pay all costs and damages that may be sustained by any parties, in case this injunction be dissolved.

A Copy. Teste: B. F. McLemore C.C.

I certify that the bond required by the foregoing order has been given, with approved security.

B. F. McLemore C.C.

C. H. Grandy & Sons
vs
Francis Info & al

1892. April Rules
Cir. Ct.

Filed 28 day of April 1892
B. F. McLemore C.C.

Issued 28 day of April 1892
B. F. McLemore C.C.

Returned executed 28 day of April 1892
B. F. McLemore C.C.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ~~SOUTHAMPTON~~ Nansemond COUNTY—Greeting;

WE COMMAND YOU TO SUMMON A. J. Francis & F. A. Francis, his wife. S. Mitchell. and J. E. Vincent R. G. Dennis & Elma Gray partners under firm name of J. E. Vincent & Co. -

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the first Monday in April next, to answer a Bill in Chancery exhibited against them in our said Court by C. W. Grandy & A. A. Grandy partners in trade under the firm name of C. W. Grandy & Sons

And this They shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 24 day of March, 1892, in the 116 th year of the Commonwealth.

Teste: B. F. McLemore C. C.

Office of S. MITCHELL

SUCCESSOR TO MITCHELL & STEELE,

MANUFACTURER OF VIRGINIA AND NORTH CAROLINA PINE LUMBER

—AND—

Dealer in Groceries, Dry Goods, Boots, Shoes, &c.

Steelesville, Va. Oct 30, 1891

C. H. Grandy & Son

Norfolk Va

Dear Sirs,

Yours of the 26th to hand would say that I have cut some timber on the Francis land but have not shipped any and will not until the latter part of Nov or after that time!

Yours truly

S. Mitchell

Jr.

+ Will have nothing to do with that part of it - The contract says that the payments are to be made monthly as the timber is cut.

Office of S. MITCHELL.

SUCCESSOR TO MITCHELL & STEELE,

MANUFACTURER OF VIRGINIA AND NORTH CAROLINA PINE LUMBER

—AND—

Dealer in Groceries, Dry Goods, Boots, Shoes, &c.

Steelesville, Va., Nov 11th 1894

Mrs C. W. Gandy & Son,

Gentlemen

Your letter to hand in regard to the timber on Travers I saw Mr Travers about the measure of the timber he said that the board measure was all right; that is the way that Gray will settle for sawing it; he get 4½ but if you had rather have the Log measure I can have it to you. I had it all measure in the Log. I will take out the five hundred dollar that I have paid before. I pay any in any more.

Truly yours

S. Mitchell

Office of S. MITCHELL,

SUCCESSOR TO MITCHELL & STEELE,

MANUFACTURER OF VIRGINIA AND NORTH CAROLINA PINE LUMBER

—AND—

Dealer in Groceries, Dry Goods, Boots, Shoes, &c.

Reglenville, Ga., nov 2 1891

Mon C. W. Grunday & Son

Gel.

Dear sir

I am in receipt of your letter
own date I will have the Log
accont. Got up and Sent in
I will not Keep but one accont
of the timber & lumber I can Settle
with my men with Ethes
accont: I under Stand that
the rest of the money goes
to you. I will take out the
five hundred dollars first
then I will Send the Bal
of the money to you. Yours
I Remain your very Truly

S. Mitchell

Handy & Sons.
vs 3 Decree
Francis Wife &c.

1892 May Decree

To be entered.
C.W.D.
May 9th 1892.

Entered

Grandy &c
vs 3d Decree
Francis Swift &c
This day this Cause came on to be further heard on the papers formerly read, the bill of Complainants taken for confessed as to the defendants. the Exhibits filed and was argued by Counsel. On consideration whereof the Court doth adjudge order and decree that S. Mitchell render before one of the Commissioners of this Court an account of all the timber cut by himself or by any one else for him or on his account from the farm in this Cause owned by A.J. Francis Swift containing 582 acres, more or less and bounded by the lands of W.B. Simmons &c. The Court doth further decree that J.W. Williams Sheriff of Southampton County be and he is hereby appointed a Receiver to take charge and dispose of to the best advantage any timber cut from said farm which may yet be on said farm or in the County of Southampton. And said Comr. and Receiver make report to Court.

C. W. Grandy & Sons.

(2)

3 Decree.

Francis, wife &als:

Upon the Motion of the Complainants an injunction is awarded them to restrain and enjoin S. Mitchell and J. E. Vincent. R. G. Dennis and Elma Gray. doing business as J. E. Vincent & Co. their Agents, employees. Servants and all other persons. from cutting or removing any more pine timber from the tract of land owned by A. J. Francis & Florence A. his wife. in Southampton County. Containing 582 acres. more or less. and bounded by the lands of W. B. Person. Peter Person, B. G. Turner. J. J. Wood and others. until the further order of the Circuit Court of Southampton County. And also enjoining and restraining S. Mitchell. his Agents. employees. Servants and all other persons from shipping or disposing of any timber manufactured from logs cut from the said land. which may be now in the County of Southampton until the further order of the Circuit Court of Southampton Co. But before the Complainants shall have the benefit of this order they or some one for them shall enter into bond before the Clerk of the Circuit Court of Southampton; in the penalty of $500.00 with security to be approved by said Clerk. conditioned to pay all costs and damages that may be sustained by any parties, in case this injunction be dissolved.

A Copy. Teste: B. F. McLemore C.C.

I certify that bond and security has been given. as required by the foregoing order.

B. F. McLemore C.C.

S. Mitchell

S. Mitchell and
J. E. Vincent & Co.

Decree

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF ~~SOUTHAMPTON~~ Nansemond COUNTY—Greeting:

WE COMMAND YOU TO SUMMON S. Mitchell

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the Fifth Monday in April next, to answer a Bill in Chancery exhibited against him & als: in our said Court by C. H. Grandy & A. K. Grandy partners in trade under the firm name of C. H. Grandy & Sons

And this he shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 24 day of March, 1892, in the 116th year of the Commonwealth.

Teste: B. F. McLemore C. C.

C. N. Grandy & Sons.

vs

Francis Fisko & als:

Upon the motion of the Complainants an injunction is awarded them to restrain and enjoin S. Mitchell, and J. E. Vincent, R. G. Demon ~~is and~~ & Elma Graff. doing business as J. E. Vincent & Co.s. their Agents. Employees. Servants and all other persons from cutting or removing any more pine lumber from the tract of land owned by A. J. Francis and Florence A. Francis. his wife - in Southampton County. Containing 58½ Acres. more or less. and bounded by the lands of N. B. Person. Peter Person. B. G. Turner. J. J. Woodard & others. until the further order of the Circuit Court of Southampton County. and also enjoining and restraining S. Mitchell, his Agents Employees. Servants and all other persons from shipping or disposing of any lumber manufactured from logs cut from the said farm. which may be now in the County of Southampton - until the further order of the Circuit Court of Southampton Co. But before the said Complainants shall have the benefit of this order they or some one for them shall enter into bond before the Clerk of the Circuit Court of Southampton. in the penalty of $500.00 with Security to be approved by said Clerk. Conditioned to pay all Costs and damages that may be sustained by any parties in case this injunction be dissolved.

A Copy - Teste: B. F. McLemore C.C.

I certify that a Bond with approved security has been given in the above Cause. as required by the foregoing order.

Teste: B. F. McLemore C.C.

Grandy & Sons

vs

Francis Fisko & als:

1892. April 9 Rules.

Ord:

It is ordered by Consent of this Cause that the Injunction heretofore granted by the Court in favor of the complainants be dissolved on the motion of S. Mitchell the said being found at this Rules Day to have given bond as required by the Order in this Cause.

D. M. Williams Clk.

April 9 1892

X

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF SOUTHAMPTON COUNTY—Greeting:

WE COMMAND YOU TO SUMMON A. J. Francis & F. C. Francis, his wife - S. Mitchell - J. E. Vincent - R. G. Dennis and Elma Gray, partners under firm name of J. E. Vincent & Co.

to appear at the Clerk's Office of our Circuit Court of Southampton county, at the Rules to be holden for the said Court on the 1st Monday in April next, to answer a Bill in Chancery exhibited against them in our said Court by C. W. Grandy & A. N. Grandy partners in trade under the firm name of C. W. Grandy & Sons.

And this they shall in no wise omit under penalty of law. And have then there this writ.

WITNESS, B. F. McLEMORE, Clerk of our said Court, at the Courthouse, this 24th day of March, 1892, in the 116th year of the Commonwealth.

Testo: B. F. McLemore C. C.

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1897. Mich 24. Heft 4

Know all men by these Presents, That we A. N. Grandy and J. B. Pruden

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of

Five hundred Dollars, to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. And we, the obligors herein, hereby waive the benefit of our homestead exemption as to this obligation, and also waive any claim, right or privilege to discharge any liability arising under said bond in ~~any currency, funds, counter claims or offsets other than legal tender currency of the United States.~~ coupons detached from bonds of this State

Sealed with our seals and dated this 24 day of March A. D. 18 92

THE CONDITION of the above obligation is such that if the above bound A. N. Grandy, a member of the firm of A. N. Grandy & Sons. ~~and others~~ - who has been sued out before D. Tucker Brooke - Judge of the Corporation Court of the City of Norfolk ~~an injunction~~ restraining and enjoining S. Mitchell and J. E. Vincent. R. G. Dennis. & Elmer Gray. doing business as J. E. Vincent & Co. their Agents. Employees. Servants and all other persons from cutting or removing any more pine timber from the tract of land owned by A. J. Francis and Florence O. Francis his wife. - in Southampton County containing 582 acres. more or less. &c. &c. until the further order of the Circuit Court of Southampton County: and also restraining and enjoining S. Mitchell his Agents, Employees, Servants and all other persons from shipping or disposing of any timber manufactured from logs cut from the said farm - which may be now in the County of Southampton until the further order of the Circuit Court of Southampton County - shall pay all costs and damages which may be sustained by any parties in case this injunction be dissolved -

~~shall faithfully discharge the duties of~~ ~~office or trust~~ according to law, then the above obligation to be void, or else to remain in full force and virtue.

Signed, sealed and delivered in presence of the Court.

A. N. Grandy by J. B. Pruden Attorney. SEAL

~~SEAL~~

J. B. Pruden SEAL

SEAL

MITCHELL & STEELE,

—MANUFACTURERS OF—

Virginia and North Carolina Pine Lumber,

—AND—

Dealers in Groceries, Dry Goods, Boots, Shoes, &c.

STEELEVILLE, VA., Nov 29th 1890

Messrs. C. H. Grandy & Son

Norfolk Va.

Gentlemen:

Your letter in regard to payments on timber monthly duly received. Our contract reads differently from what you say. We bargained to pay for the timber at the rate of 10¢ per M ft. after we commence cutting the timber. We will not begin on the timber for some months yet. We will promptly pay you monthly at the above rate after we get to work on the Francis land. Hope this will be satisfactory. We remain

Yours truly

Mitchell & Steele

× This has not been done, and it is the failure to send us an account of the measurement, (or number of feet cut) & the payment monthly that we are complaining of now—

{They have never sent us any payment since they commenced cutting the timber.}

Elgas—
March 15 1892