

1909-111

Southampton County Chancery -

Whitfield, George T.

vs Standard Sewing Machine Co. et al

asks the court to restrain & enjoin
the sheriff from proceedings to seize
the personal property of the plaintiffs,
and that the said notes be declared
null & void -

Williams, T. W., Sheriff South.
Co.

Whitfield, George S.

v. Bill & Exhibit

Standard Sewing Machine
Co. & J. W. Williams Sheriff
etc.

1902. 1st Aug. ^{Office} lodged in

J. B. Prince & Son, Inc.

To the Honorable Robert R. Prentiss, Judge of the Circuit Court of Southampton County, Virginia.

-----In Chancery-----

Complaining sheweth unto your Honor, your complainant George T. Whitfield, as follows: That on the 13th day of June, 1902, F.W. Stortz executed several notes to the Standard Sewing Machine Company for different amounts, and payable at different times, copies of which said notes are herewith filed, marked "1, "2, "3, "4, "5, "6, "7", and prayed to be made parts of this bill.

That the said notes are signed F.W. Stortz & Co. by F.W. Stortz. That F.W. Stortz & Company was at one time composed of F.W. Stortz and G.T. Whitfield, your complainant, but that in the month of October, in the year 1901, G.T. Whitfield, your complainant sold out his interest in the concern to F.W. Stortz for the sum of \$600.00 and took ~~a~~ notes from the said Stortz for that amount, which were secured by deed of trust which was not admitted to record until the month of ~~May~~ May, 1902, a copy of which said deed of trust is herewith filed, marked "Exhibit A".

That in the month of November, 1901, as your complainant is informed, F.W. Stortz made an arrangement with the Standard Sewing Machine Company to handle sewing machines under a license that they held as sewing machine agents, or pedlars of sewing machines, and that he also informed the traveling ~~agent~~ salesman, and the agents of the sewing machine company that G.T. Whitfield was not a member of the firm F.W. Stortz and Company, he having bought out his interest. That under the arrangement with the sewing machine company the said Stortz became indebted to them in the sum of \$2434.85, for which amount the said seven notes were given. That in each of said notes the following phraseology is used, "This is one of a series of notes numbereing from one to 7 covering \$2434.85, and upon failure to pay any one of this series of notes, then on that day all the others shall be and be-

come due and payable. The drawer and endorsers hereby present-
ment, protest and notice and all homestead and other exemptions
as to this obligation, and all others of this series of notes, and
appoint S.B. Lucy attorney with authority to confess judgment in
any court, for them jointly ^{or} ~~and~~ severally, for the amount of
this obligation and all others of this series, and costs with
10% added as attorney's fees, with release of errors and authorize
execution to issue forthwith for the amount of such judgment."

That acting under the authority of the power of attorney
contained in these notes after the first one became due, which
your complainant is advised was not paid, the said S.B. Lucy
appeared in the Clerk's Office of Southampton County on the
third day of July, 1902, before the Clerk of the Circuit Court
and confessed judgment upon the said series of notes in the fol-
lowing manner; "We hereby acknowledge due and legal service of
the within ~~summons~~, and confess judgment in favor of the plaintiff
Standard Sewing Machine Company for the sum of Twenty four hundred
thirty-four and 85/100 Dollars (\$2434.85) with interest on \$25
from June 13th, 1902, till paid, with interest on \$50 from June
13th, 1902, till paid, on \$100 from June 13th, 1902, till paid,
on \$500 from June 13th, 1902, till paid, on \$500 from June 13th,
1902, till paid, on \$500 from June 13th, 1902, till paid, and
on \$759.85 from June 13th, 1902, till paid, together with 10%
on said \$2434.85, being \$243.48 to be added to said judgment as
attorneys fees and also the costs of this suit and with release
of errors.

F.W. Stortz

July 3rd, 1902. George T. Whitfield-

10 P.M.

Partners trading as F.W. Stortz & Co.

By S.B. Lucy, Attorney in fact."

All of which will more fully appear from a certified copy of
~~the~~ the said confession of judgment filed herewith as "Exhibit B"
as a part of this bill. That upon this confession of judgment
execution has issued and the Sheriff of Southampton County has
advertised for sale at public auction the personal property of
your complainant on August 9th, 1902, as will more fully appear
from a copy of his advertisement herewith filed as "Exhibit C"
as a part of this bill. That your complainant is informed and

advised that he is not bound upon the aforesaid judgment and execution, and that the levy against him, so far as he is concerned is unlawful for the following reasons, to-wit:-

First:- That he was not a partner of the said F.W. Stortz at the time the debts were made by the said F.W. Stortz with the Sewing Machine Company, of which fact the said Sewing Machine Company had notice.

Second:- That had not the said ~~Sewing~~*M Stortz bought out your complainant before these debts were made, it was not ^{with} in the scope of his authority as a partner, doing a general mercantile business in the country to have bound your complainant by entering into a sewing machine business, employing pedlars to locate the same all over the country, because such a business requires a separate license, and your complainant could not have been bound unless he had consented thereto, and

Third:- That it is not within the scope of a partners authority to confess a judgment so as to bind another partner, unless he has special authority so to do by the proper instrument of writing, and much less is it within the scope of his authority to give a power of attorney to someone else to confess the judgment so as to bind the other partner, and.

Fourth:- That a power of attorney to confess a judgment should be signed by every party who is to be affected thereby, and should be of equal dignity with the act to be done by the attorney in fact.

That your complainant alleges that he was in utter and absolute ignorance of all the proceedings in regard to the execution of the said notes, the power of attorney contained therein, and the confession of judgment by virtue of this power of attorney. He is advised and charges that the said confession of judgment is

as to him null and void, and that the ~~*****~~ sale by the Sheriff of Southampton County of his personal estate under the execution aforementioned would be against equity and good conscience, and would result in irreparable damages to him.

In tender consideration of all which, and inasmuch as your complainant is without remedy in the premises save in a Court of Equity, where all such matters are properly cognizable, to the end therefore that justice may be done, your complainant prays that J.W. Williams, Sheriff of Southampton county, ^{and} the Standard Sewing Machine Company may be made parties defendant to this bill, and compelled to answer the allegations thereof, but answers under oath are expressly waived. That the said Sheriff ~~has~~ agents and deputies be enjoined and restrained from proceeding to sell the ~~personal~~ property of your complainant under the aforementioned execution. That the judgment against your complainant under the power of attorney as given in the said notes be declared null and void, and the said Standard Sewing Machine Company, their agents and employees be restrained and enjoined from proceeding further thereunder so far as your complainant is concerned.

That the proper process may issue and that your Honor will grant all such other, further, general and special relief as to equity may seem meet or the nature of this case may require.

And as in duty bound &c. May it please the Court &c.

G. T. Whitfield

County of Southampton, to-wit:-

This day personally appeared before me, J.B. Prince jr., a commissioner in chancery for the Circuit Court of the above mentioned county, state of Virginia, George T. Whitfield, whose name is signed to the above bill and made affidavit that the facts as stated in the said bill as coming within his own knowledge, are true, and those derived from information from others he believed to be true.

Given under my hand this 31st day of July, 1902.

J.B. Prince Jr.
Comm. in Chy.

Whitfield George T.

vs. { Stat. of Rules.

Standard Sewing M. Co.

George T. Whitefield Plaintiff

vs.

Standard Sewing Machine Company,

a corporation, and J. M. Williams,

Sheriff of Southampton County, Va.

Defendants

In Chancery

1902, 31st July. Injunction awarded.

1902, 1st August. Bill lodged in Office.

1902, 2nd August. Bond executed and process issued

to 2nd August Rules.

1902, 9th August. Affidavit filed as to non-residence

and order publication issued

1902, 2nd August Rules. Process returned executed

except as to Standard Sewing

Machine Company; Order publication

as to it.

Bill and exhibits filed,

Deere Kiss.

1902, 1st Sept. Rules. Bill taken for confessed

as to defendant upon whom

process served and cause

set for hearing as to him.

1902, 2nd Sept. Rules. Order publication completed

and cause set for hearing

(1)
\$25.⁰⁰/₁₀₀

Richmond, Va., June 13th, 1902.

July 1st after date, we promise to pay without offset or defalcation to The Standard ~~Stortz~~ M.Co., or order, value received,

Twenty five and ^{no}/₁₀₀ Dollars, with interest from date at 6 per %, Negotiable and payable at Vaughan & Co's Bank, Franklin, Va.

This is one of a series of notes numbering from 1 to 7 covering \$2434.85 and upon failure to pay any one of this series of notes, then on that day all of the others shall be and become due and payable. The drawer and endorsers hereby waive presentment, protest and notice and all homestead and other exemptions as to this ~~draw~~ obligation and all others of this series of notes, and appoint S.B. Lucy attorney with authority to confess judgment in any court, for them jointly or severally, for the amount of this obligation and all others of this series, and costs with 10 per cent. added as attorney fees, with release of errors, and authorize execution to issue forthwith for the amount of such judgment

No. /

F.W.Stortz & Co
By F.W.Stortz.

A copy.

Issd: L.A. Gay C.E.

(2)

\$50.⁰⁰/₁₀₀

Richmond, Va. June 13th, 1902.

Aug. 1st after date, we promise to pay without offset or
defalcation to The Standard S.M.Co., or order, value received,

Fifty and 00/100 Dollars, with interest from date
at 6%, Negotiable and payable at Vaughan & Co's Bank, Franklin,
Va.

This is one of a series of notes numbereing from ~~one~~ 1 to 7
covering \$2434.85 and upon failure to pay any one of this series
of notes, then upon that day all of the others shall be and be-
come due and payable. The drawer and endorser hereby waive
presentment, protest and notice and all homestead and other ex-
emptions as to this obligation and all others of this series of
notes, and appoint S.B. Lucy, attorney with authority to confess
judgment in any court, for them jointly or severally, for the
amount of this obligation and all others of this series, and costs
with 10 per. cent. added as attorney fees, with release of errors,
and authorize execution to issue forthwith for the amount of
such judgment.

No. 2

F.W. Stortz & CO.
By F.W. Stortz.

A copy, Teste:

L. A. Gay

C.C.

[Signature]

\$500.⁰⁰/₁₀₀

Oct. 1st

(4)

Richmond, Va. June 13th, 1902.

after date, we promise to pay without offset or defalcation to The Standard S.M.Co., or order, value received, Five hundred and ⁰⁰/₁₀₀ Dollars, with interest from date at 6%, Negotiable and payable at Vaughan & Co's Bank, Franklin, Va.

This is one of a series of notes numbering from ~~one~~ 1 to 7 covering \$2434.85 and upon failure to pay any one of this series of notes, then upon that day all of the others shall be and become due and payable. The drawer and endorsers hereby waive presentment, protest and notice and all homestead and other exemptions as to this obligation and all others of this series of notes, and appoint S.B. Lucy, attorney with authority to confess judgment in any court, for them jointly or severally, for the amount of this obligation and all others of this series, and costs with 10 per cent. added as attorney fees, with release of errors, and authorize execution to issue forthwith for the amount of such judgment.

No. 4.

F.W. Stortz & Co.
By F.W. Stortz.

A copy, Teste:

L.A. Gay. C.C.

(3)

\$100.⁰⁰/₁₀₀

Richmond, Va., June 13th, 1902.

Sept. 1st, after date, we promise to pay without offset or defalcation to The Standard ~~S.M.~~ M.Co., or order, value received, One hundred and ⁰⁰/₁₀₀ Dollars, with interest from date at 6 per %, Negotiable and payable at Vaughan & Co's Bank, Franklin, Va.

This is one of a series of notes numbering from 1 to 7 covering \$2434.85 and upon failure to pay any one of this series of notes, then on that day all of the others shall be and become due and payable. The drawer and endorsers hereby waive presentment, protest and notice and all homestead and other exemptions as to this ~~one~~ obligation and all others of this series of notes, and appoint S.B. Lucy attorney with authority to confess judgment in any court, for them jointly or severally, for the amount of this obligation and all others of this series, and costs with 10 per cent. added as attorney fees, with release of errors, and authorize execution to issue forthwith for the amount of such judgment

No. 3

F.W. Stortz & Co
By F.W. Stortz.

A copy.

Insd: L.A. Gay E.C.

\$500.00

Richmond, Va. June 13th, 1902.

Nov. 1st after date, we promise to pay without offset or
defalcation to The Standard S.M.Co., or order, value received,
Five hundred and no/100 Dollars, with interest from date
at 6%, Negotiable and payable at Vaughan & Co's Bank, Franklin,
Va.

This is one of a series of notes numbering from ~~one~~ 1 to 7
covering \$2434.85 and upon failure to pay any one of this series
of notes, then upon that day all of the others shall be and be-
come due and payable. The drawer and endorsers hereby waive
presentment, protest and notice and all homestead and other ex-
emptions as to this obligation and all others of this series of
notes, and appoint S.B. Lucy, attorney with authority to confess
judgment in any court, for them jointly or severally, for the
amount of this obligation and all others of this series, and costs
with 10 per cent. added as attorney fees, with release of errors,
and authorize execution to issue forthwith for the amount of
such judgment.

No. 5

F.W. Stortz & Co.
By F.W. Stortz.

A copy, Teste:

L. A. Gay. C.C.

5

\$500.00

Richmond, Va., June 13th, 1902.

Dec. 1st after date, we promise to pay without offset or defal-
cation to The Standard ~~Stortz~~ M.Co., or order, value received,
Five hundred and no/100 Dollars, with interest from date at 6
~~per~~ %, Negotiable and payable at Vaughan & Co's Bank, Franklin, Va.

This is one of a series of notes numbering from 1 to 7 covering
\$2434.85 and upon failure to pay any one of this series of notes,
then on that day all of the others shall be and become due and
payable. The drawer and endorsers hereby waive presentment, pro-
test and notice and all homestead and other exemptions as to this
obligation and all others of this series of notes, and ap-
point S.B. Lucy attorney with authority to confess judgment in
any court, for them jointly or severally, for the amount of this
obligation and all others of this series, and costs with 10 per
cent. added as attorney fees, with release of errors, and author-
ize execution to issue forthwith for the amount of such judgment

No. 6

F.W. Stortz & Co
By F.W. Stortz.

A copy,

Teste: L. A. Gay & Co.

"7"

\$759.⁵⁵

Richmond, Va., June 13th, 1902.

Hereafter, after date, we promise to pay without offset or defalcation to The Standard Sewing M. Co., or order, value received, Seven hundred fifty nine & ⁵⁵/₁₀₀ Dollars, with interest from date at 6 per %, Negotiable and payable at Vaughan & Co's Bank, Franklin, Va.

This is one of a series of notes numbering from 1 to 7 covering \$2454.85 and upon failure to pay any one of this series of notes, then on that day all of the others shall be and become due and payable. The drawer and endorsers hereby waive presentment, protest and notice and all homestead and other exemptions as to this obligation and all others of this series of notes, and appoint S. B. Lucy attorney with authority to confess judgment in any court, for them jointly or severally, for the amount of this obligation and all others of this series, and costs with 10 per cent. added as attorney fees, with release of errors, and authorize execution to issue forthwith for the amount of such judgment.

No. 7

F.W. Stortz & Co
By F.W. Stortz.

A copy.

Issued: L.A. Gay 4.6.

"Exhibit A"

This deed made this 20th day of April
in the year one thousand nine hundred
and two, between J. W. Story and B. M. Story,
his wife of the County of Southampton &
State of Virginia of the first part, and Jas.
L. Baine chosen trustee for the purpose herein
named of the second part, testeth:-

That said parties of the first part do grant
unto the said parties of the second part
with general warranty, the following property
to wit: All that tract, piece or parcel of land,
situate in the district of Berlin and Iron, in
the County of Southampton, Virginia, on which
the said parties of the first part now reside
except five acres on the South East corner
that has been sold by agreement to
Charlie Whitehead, the remainder of ten
deducting the said five acres is supposed
to contain one hundred and seventy five (175)
acres, more or less, and bounded by the
lands of E. W. Davis, Frank Shindley, J. P. Kelly
and J. W. Broadbent, subject however to a prior
deed of trust to secure J. P. Kelly a certain bond
held by him, in trust to secure to George J.
Whitfield of the County of Southampton, Vir-
ginia, the payment of the sum of six hundred
dollars, evidenced by three bonds of even date
with this deed, each bond being for the sum
of ^{two} hundred dollars, payable as follows, one bond

payable April 29th, 1903, one bond payable
April 29th, 1904, one bond payable on the
29th day of April 1905, each bearing
interest from date, in trust payable
annually. In the event that default
shall be made in the payment of
the said debt principal or any
instalment of interest when due and
payable then the trustee or being required
as to do by George Whitfield, his
executors, administrators or assigns,
shall see the property hereby conveyed and
it is covenanted and agreed between
the parties aforesaid that in case
of a sale the same shall be made
after first advertising the time & place
and terms thereof for thirty days &
upon the following terms, to wit:
For cash or to so much of the
proceeds as may be necessary to
defray the expense of executing this
trust, including a trustee's commission
of five per centum, the fees for drawing
and recording this deed if then
required and to discharge the
amount of money then payable upon
the said debt, and if there be any
residue of said purchase money the same

shall be made payable, at such time and secured in such manner as the said parties of the first part, their executors, administrators and assigns shall direct, or in case of their failure to give such direction at such time and in such manner as the said Trustee shall ^{think fit} direct.

The said parties of the first part covenant to pay all taxes, assessments, dues & charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same.

If no default shall be made in the payment of the said debt, then upon the request of the parties of the first a good and sufficient deed of release shall be executed to them at their own proper cost and charges -

Witness the following signatures and seals -

J. W. Story. (Seal)

W. B. Story. (Seal)

State of Virginia, County of Hanover, Town of -

J. F. P. Puley, a Notary Public for the County aforesaid in the State of Virginia do certify that J. W. Story and W. B. Story, whose names are signed to the writing hereto annexed bearing date the 29th day of April 1902, have acknowledged the same before me in my County aforesaid. Given under my hand this 29th day of

Sept. 1902.

F. P. Puley. Notary Public.

Virginia,

In the Clerk's Office of Southampton County
Court May ^{19th} 1902, this deed was presented and
with the certificate annexed admitted to
record - Attest -

B. F. McShumone B.C.

A copy

Teste: L. A. Gay Sec.

"Exhibit B"

The Commonwealth of Virginia.

In the Sheriff of Southampton County, Greeting: -

You are hereby commanded to summon
H. W. Stork & George J. Whitfield, partners trading as
H. W. Stork & Co. if they be found within your
bailiwick, to appear at the Clerk's Office of
our District Court for our said County of
Southampton at the Rules to be holden for the
said Court on the first Monday in July, 1902,
to answer the Standard Sewing Machine Company,
a Corporation, of an account of debt or seven
negotiable notes in writing, the first for \$25.⁰⁰,
the second for \$50.⁰⁰, the third for \$100.⁰⁰, the fourth
fifth & sixth for \$500.⁰⁰ each and the seventh
for \$759.⁸⁵, aggregating \$2434.⁸⁵, together with
10% upon said gross sum of \$2434.⁸⁵, same
being \$243.⁴⁵ added as attorney's fees, all of said
notes by the tenor of and effect of each
becoming due and payable upon default
having been made in paying the first of said
notes of \$25.⁰⁰, which became due and payable
July 1st 1902, and is still unpaid. Damages \$2200.⁰⁰
Witness L. A. Gay, Clerk of our said Court
at the Office aforesaid this 3rd day of
July, 1902, and in the 126 year of our
independence.

L. A. Gay, Clerk.

We hereby acknowledge due & legal service of the
within summons and answer judgment in favor
of the Plaintiff Standard Sewing Machine Co. for the sum

of ~~\$2434.85~~ Twenty four hundred - thirty four and ⁸⁵/₁₀₀ Dollars
(~~\$2434.85~~) with interest on \$20 from June 13th, 1902,
the paid, with interest on \$50 from June 13th, 1902,
the paid, on \$100 from June 13th, 1902, the paid, on
\$500 from June 13th, 1902, the paid, on \$500 from June
13th, 1902, the paid, on ~~\$200.00~~ from June 13th,
1902, the paid and on ~~\$179.85~~ from June 13th,
1902, the paid, together with 10% on said \$2434.85
being \$243.48 to be added to said Judgment
or Attorneys fees and also the costs of
this suit and with release of errors.

New York,
George P. Whitfield, Partner trading as H. L. White & Co.
By A. B. Lacey, Atty. in fact.

July 3rd, 1902,
10 P. M.

A copy.

Filed: L. A. Gay Jr. & Co.

Ex libet C.

NOTICE ----- NOTICE:

By virtue of an execution in my hands, Standard Sewing Machine
~~R. M. Storts & Co. vs. F. W. Storts & Company~~ ~~trading as~~
Company - vs - F. W. Storts & Company, I shall, on Saturday August
the 9th 1902, sell at public auction, the following property of the
defendants, levied on by me, or so much thereof as shall be necessary
to satisfy said execution: All that stock of goods consisting of
dry goods, notions, hardware, hats, caps, boots, shoes, groceries
etc. etc. ~~and all other stock and fixtures in the store of the~~

~~1-33-~~ Four new Standard Sewing Machines (broken): and the follow-
ing chattels of F. W. Storts, to-wit:- one horse, two plows and har-
ness, one double plow, one two-horse wagon and harness, eight head
of hogs, two beds and bedding, six chairs and two rocking chairs.

Sale of the above property will commence at 10 o'clock A. M. at
the store of F. W. Storts & Co. at Vicksburg, Virginia. If the
sale of the above property does not satisfy the said execution then
a continuation of the sale will be had of the property of Geo. W.
Whitfield on his premises, it having been levied on under the same
execution, to-wit:- One saw mill and boiler, together with appurte-
nances, one grist mill, planing machine etc., farming implements,
one mower, one two-horse wagon and harness, two cows and calves, thir-
ty head of hogs, house hold and kitchen furniture etc. etc.

TERMS CASH:

J. W. Williams, Sheriff.

Geo. T. Whitefield

vs.

}

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

Standard Sewing
Machine Co. et als.

Pomeroyson p. q.

1902, 9th Aug. filed

In the Clerk's Office of the County Court of the County of
Southampton

George T. Whisfield.
against

Plaintiff

Standard Sewing Machine Company
and J. W. Williams Sheriff &c.

Defendants

This day J. B. Pinner atty.

personally appeared

before me

L. A. Gay

Clerk of the said Court,

and being duly sworn, made oath that

Standard Sewing Machine
Company

defendant in the said suit not resident of the State of Virginia, has no agent
in the County of Southampton upon whom process
can be served

Given under my hand as Clerk of the said Court, this 9th day of August 1902

J. B. Pinner
L. A. Gay

George T. Whitfield

Injunction

to

}

BOND.

~~Commonwealth~~

Standard Sewing Machine Co.

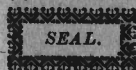
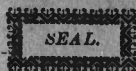
1902. 2nd August filed

Know all Men by these Presents, That we, George T. Whitfield
& B. F. Briggs

are held and firmly bound unto the Standard Sewing Machine Company,
Commonwealth of Virginia, in the sum of
Five Hundred ⁰⁰/₁₀₀ Dollars, to the payment whereof, well and truly to be made to the
said Standard Sewing Machine Co. Commonwealth of Virginia, we bind ourselves, and each of us, our and each of our heirs, ex-
ecutors and administrators, jointly and severally, firmly by these presents. And we hereby waive
the benefit of our exemption as to this obligation, and any claim or right to discharge any liability
to the Standard Sewing Machine Co. Commonwealth arising under this bond, or by virtue of said office, post or trust with cou-
pons detached from the bonds of the State. Sealed with our seals, and dated this 2nd
day of August, one thousand nine hundred and 2

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas The above bonded
George T. Whitfield who has sued out before Robert R.
Powers, Judge of the Circuit Court of Southampton County,
in vacation, an injunction restraining and enjoining
J. W. Williams, Sheriff of Southampton County, his deputies
and agents from proceeding to sell the personal property
of George T. Whitfield under an execution issued from
the Clerks Office of the Circuit Court of Southampton
County, in the suit of the Standard Sewing Machine Company
vs. F. W. Story & Company until the further order of this Court.
Also to restrain and enjoin the Standard Sewing Machine Company
from any further proceedings against George T. Whitfield
under said execution until the further order of this Court.
Now if the said George T. Whitfield shall pay all such costs as
may be awarded against him, and all such damages as may
be incurred in case this injunction should be dissolved,
then this obligation to be void, or otherwise to remain in full force and virtue.

G. T. Whitfield
B. F. Briggs



In the _____ Court of the _____ of _____ the _____
day of _____ 1900

This bond was executed and acknowledged in open Court by the obligors, and ordered to
be recorded,

the suret therein having first justified on oath that _____ estate, after the payment of all
just debts, and those for which he _____ bound as security for others and expect to
have to pay _____ worth the sum of _____ dollars; over and above
all exemptions allowed by law.

Teste:

Clerk.

Geo. T. Whitefield

vs { order publication

Standard Sewing machine

1902 9th Aug. 1902

The above is a copy of the original manuscript of the
 Constitution of the United States of America, as amended
 by the Thirteenth, Fourteenth, Fifteenth, Sixteenth,
 Seventeenth, Eighteenth, Nineteenth, Twentieth,
 Twenty-first, Twenty-second, Twenty-third, Twenty-fourth,
 Twenty-fifth, Twenty-sixth, Twenty-seventh, Twenty-eighth,
 Twenty-ninth, Thirtieth, Thirty-first, Thirty-second,
 Thirty-third, Thirty-fourth, Thirty-fifth, Thirty-sixth,
 Thirty-seventh, Thirty-eighth, Thirty-ninth, and
 Fortieth Amendments. The original manuscript is
 preserved in the National Archives and Records
 Administration.

10

63

vacation. in

Virginia: In, the Clerk's Office of the Circuit Court of
Southampton County, August 9th. 1904.

George T. Whitefield Plaintiff.

vs.

Standard Sewing Machine Company a corporation
and J. W. Williams, Sheriff of Southampton County,
Va.

Defendants.

The object of this suit is to restrain and
enjoin J. W. Williams, Sheriff of Southampton County,
his deputies and agents from proceeding to sell
the personal property of George T. Whitefield under
an execution issued from the Clerk's Office of
the Circuit Court of Southampton County in the suit
of the Standard Sewing Machine Company against
F. W. Story & Company until the further order of
this court.

Also to restrain and enjoin the Standard
Sewing Machine Company from any further proce-
dings against George T. Whitefield under said
execution until the further order of this Court.

And affidavit having been made and filed that the
defendant, Standard Sewing Machine Company, has no
agent in the County of Southampton upon whom process
can be served, the said Standard Sewing Machine
Company is required to appear within fifteen days
after due publication of this order, in the Clerk's Office
of over said Court, at which to be heard therefor
and do what is necessary to protect its interest,
and it is ordered that a copy of this order be forthwith
published, once a week for four successive weeks,
in "The Graphic" a newspaper printed and published
in the Town of Frontiam, Southampton County,
Virginia, and posted as the law directs.

J. B. Princeton Jr.

Test: L. A. Gay Jr.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU THAT YOU SUMMON *Standard Sewing Machine Company, a corporation, and J. H. Williams Sheriff of Southampton County, Va.*

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 *3rd* Monday in *Aug*, 1902 next, to answer a Bill in Chancery exhibited against *them* in our said Court by

George T. Whitfield, Plaintiff.

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

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this *2nd* day of *August*, 1902, *189*, in the *127* year of the Commonwealth.

Teste: *L A Gay* C. C.

Recopy. Teste L. A. Gay C. C.

Justice Court of Southampton County, in vacation,
on the 31st day of July 1902.

George T. Whitefield

vs.

Deors

The Standard Sewing Machine Company, and J. W. Williams, Sheriff of

On motion of the Complainant an injunction is
awarded to restrain and enjoin J. W. Williams, Sheriff
of Southampton County, his deputies and agents from
proceeding to sell the personal property of George T. Whitefield
under an execution issued from the Clerk's office of the
Justice Court of Southampton County in the suit of
the Standard Sewing Machine Company against
F. W. Story & Company until the further order of this Court.

Also to restrain and enjoin the Standard Sewing
Machine Company from any further proceedings against
George T. Whitefield under said execution until the
further order of this Court. But before the Complainant
shall have the benefit of this order he shall enter
into a bond in the penalty of \$500. - before the Clerk of this Court
with security to be approved by said Clerk, conditioned to
pay all such costs as may be awarded against the
Complainant, and all such damages as may be
incurred in case this injunction should be dissolved.
To the Clerk of the Justice Court of Southampton County

vs.

Teste: L. A. Gay C. C.

A Copy, Teste: L. A. Gay C. C.

Bond as required under the foregoing
order has been executed with security
approved by me.

L. A. Gay C. C.

J. W. Williams Sheriff

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU THAT YOU SUMMON *Standard Sewing Machine Company, a Corporation, and J. W. Williams Sheriff of Southampton County, Va.*

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 *3rd* Monday in *Aug, 1907* next, to answer a Bill in Chancery exhibited against *them* in our said Court by *George J. Whitefield, Plaintiff*

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

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this *2nd* day of *August 1907*, *1907*, in the *127* year of the Commonwealth.

Teste: *L. A. Gay* C. C.

A copy, Teste: L. A. Gay 4/6.

to circuit Court of Southampton County, in vacation, on
the 31st day of July 1902.

George T. Whitefield

vs

Deceit

The Standard Sewing Machine Company, and J. W. Williams sheriff

On motion of the complainant an injunction is
awarded to restrain and enjoin J. W. Williams, Sheriff
of Southampton County, his deputies and agents from
proceeding to sell the personal property of George T.
Whitefield under an execution issued from the Clerk's
Office of the Circuit Court of Southampton County
in the suit of the Standard Sewing Machine
Company against F. W. Story & Company until
the further order of this Court.

Also to restrain and enjoin the Standard Sewing
Machine Company from any further proceedings
against George T. Whitefield under said execution
until the further order of this Court. But before
the complainant shall have the benefit of this order he
shall enter into a bond in the penalty of \$500 - before
the Clerk of this Court with security to be approved
by said Clerk, conditioned to pay all such costs as
may be awarded against the complainant, and all such
damages as may be incurred in case this injunction
should be dissolved.

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

Robert R. Prentiss

Teste: L. A. Gay 4.6.

A. Gay, Teste: L. A. Gay 4.6.

Bond as required under the foregoing
order has been executed with security
approved by me,

L. A. Gay 4.6.

Standard Sewing
Machine Company

Circuit Court of Southampton County, in vacation, on the
31st day of July 1902.

George T. Whitefield
vs.

Deceit,

The Standard Sewing Machine Company, and J. W. Williams Sheriff

On motion of the Complainant an injunction is
awarded to restrain and enjoin J. W. Williams, Sheriff
of Southampton County, his deputies and agents
from proceeding to sell the personal property of George
T. Whitefield under an execution issued from the
Clerks Office of the Circuit Court of Southampton
County in the suit of the Standard Sewing
Machine Company against F. W. Story & Company
until the further order of this Court.

Also to restrain and enjoin the Standard Sewing
Machine Company from any further proceedings
against George T. Whitefield under said execution
until the further order of this Court.

But before the Complainant shall have the benefit
of this order he shall enter into a bond in the
penalty of \$500.- before the Clerk of this Court
with security to be approved by said Clerk, con-
ditioned to pay all such costs as may be awarded
against the Complainant, and all such damages
as may be incurred in case this injunction should
be dissolved.

To the Clerk of the Circuit Robert R. Prentiss
Court of Southampton
County, Va.

Teste: L. A. Gay C. C.

At Copy, Teste: L. A. Gay C. C.

Bond, as required under the foregoing
order has been executed with security
approved by me.

L. A. Gay C. C.

No one can be found in any
business or profession to whom
the money can be paid
I acknowledge your order
of this Court
J. W. Williams

-1909-
Whitefield Geo. T.
vs. Standard Sewing
Machine Company
1902-23 Aug. 9. R. R. S.

L. A. Gay C. C.

THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of Southampton County--Greeting:

WE COMMAND YOU THAT YOU SUMMON *Standard Sewing*
Machine Company, a Corporation, and J. M. Williams,
Sheriff of Southampton County, Va.

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 *2nd* Monday in *Aug*, *1904* next, to answer
a Bill in Chancery exhibited against *Them* in our said Court by
George T. Whitefield, Plaintiff.

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

WITNESS, L. A. GAY, Clerk of our said Court, at the Courthouse, this *2nd* day of
August *1904*, *1904*, in the *127* year of the Commonwealth.

Teste: *L. A. Gay* C. C.

-1909-

George T. Whitfield,

vs.

The Standard Sewing Machine Co.,
and others.

In vacation.

July 31, 1902.

Enter this,

Robert R. Merrill

Entered Page

444

United States District Court
for the District of Columbia
July 10, 1902

Circuit Court of Southampton County
in vacation, on the 31st day of
July 1902. -

George T. Whitfield

vs. Decree.

The Standard Sewing Machine Company, and J.W. Williams Sheriff.

On motion of the complainant an injunction is awarded to restrain and enjoin J.W. Williams, Sheriff of Southampton County, his deputies and agents from proceeding to sell the personal property of George T. Whitfield under an execution issued from the Clerks Office of the Circuit Court of Southampton County in the Suit of the Standard Sewing Machine Company against F.W. Stortz & Company until the further order of this Court.

Also to restrain and enjoin the Standard Sewing Machine Company from any further proceedings ^{against George T. Whitfield} under said execution until the further order of this court. But before the complainant shall have the benefit of this order he shall enter into a bond in the penalty of \$500. - before the Clerk of this court with security to be approved by said Clerk, conditioned to pay all such costs as may be awarded against the complainant, and all such damages as may be incurred in case this injunction should be dissolved.

Robert R. Prentiss

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