

1856-009

Chancery Causes: Exchange Bank of Virginia vs John T. W. Tabb & Edwin G. Shipley &
Isle of Wight County

Petition of Exchange Bank of Virginia

other surnames: Frisby,
Camp, Norfleet, Lawrence
[Tabb, Shipley & Company]
[Bank of Virginia], Todd

Each of Bank of
Virginia

vs. $\frac{2}{3}$ Papers

Jabb, Shipley & Co.
and others.

May 7. 1835. Bill filed.
With exors. & sent up with writ.

June 1835.
Sent. & sent on Friday. Sent
& Wright & Co. prob. in
other debt.

July, 1835 Bill taken
for assigned as to Shering.
Lawrence & Wright.

Aug. 1835 Bill sent
for hearing.

Oct. 1835. Decree for bill.

Nov. 1835. Cont. bond
filed.

July 4. 1836 cont. of
bill.

May 19th. 1836.
Decree to collect
bond & pay over &c.
p. 79.

Oct. 1836. final decree.

The Hon: Richard H Baker. Judge of the Circuit Court
of Isle of Wight County.

Humbly complaining sheweth unto your Honor
your Orators The Exchange Bank of Virginia: that
John I W Tabb. and Edwin G Shipley Merchants and part-
ners trading under the firm and style of Tabb Shipley & Co
are indebted to them in the sum of \$1974.40 - with inter-
est thereon from the 6th day of May 1855 till paid as follows
to wit: On their acceptance of the draft of John I Frisby
payable four months from the 28th day of Decr 1854 the date
of said draft for the sum of \$500. payable to the order
of said Frisby and by him indorsed to your Orators for value
and which said draft was duly protested for non payment
on the 1st day of May 1855. and charges of protest \$2.03
p^d by your Orators. ^{on their acceptance of another draft for} ~~also~~ in the sum of \$718.31. drawn
by the said John I Frisby to his order. at 90 days from the
1st day of Feb'y 1855. on them and by said Frisby indorsed to
your Orators for value and which was duly protested for
non payment on the 5th day of May 1855 and charges of
protest \$2.03 paid by your Orators, and also. on their
acceptance of another draft for the sum of \$750. drawn
by the said John I Frisby to ^{the order of G. W. Camp} ~~his order~~ ^{Geaphier} dated ^{from the 28th}
day of April 1855 on them and by said Frisby indorsed to
your Orators for value and which was duly protested for non
payment on the 5th day of May 1855 and charges of protest
\$2.03. paid by your Orators, which drafts are herewith
filed marked N^o 1. N^o 2 & N^o 3. as Exhibits with this
Bill.

Your Orators charge that the said John I W Tabb. and
Edwin G Shipley are not residents of the state of Virginia
but reside in the City of Baltimore in the state of Maryland

Your Orators further charge that the said Defendants have
an interest in a tract of land in this County of considerable
value which they purchased from John I Frisby and wife
by whom it was conveyed to them subject to a deed of trust

executed by the said Trusty to A. W. Norfleet as trustee to secure
a certain debt due to Sedlow Lawrence all which
will fully appear by reference to the Copies of the two Bonds
above referred to which are filed herewith as exhibits
marked A & B.

Yours Orators are advised that the said tract of land or
the interest of the said Defendants therein is subject to
be attached for the payment of your Orators claims
against them. and that this Court in order to afford
complete relief to your Orators will decree the said land
to be sold and apply the balance of the proceeds of
the sale, after the payment of the debt due said Lawrence
to the satisfaction of the said Debt of your Orators
due them from the said Defendants.

Yours Orators therefore pray that the said John I W
Pabb and Edwin G Shipley Merchants and partners ^{trading} under
the firm and style of Pabb Shipley & Co. A. W. Norfleet
Trusty as aforesaid and Sedlow Lawrence, may be made
parties defendants to this Bill and required to answer
the same, that the interest of the said Pabb Shipley & Co
or of the said John I W Pabb and Edwin G Shipley
in the tract of land herein mentioned may be attached
and held liable for the satisfaction of your Orators demand
aforesaid ^{and that the said demand of your Orators may be decreed upon and} that your Honor would decree the said land
to be sold and the proceeds of sale after satisfying the
debt due the said Lawrence be applied to the satisfac-
tion of your Orators demand and that your Honor
will grant to your Orators such other relief in the
premises as may be consistent with Equity - May
a 3rd 1862. J. Taylor & Co.

executed by the said Trusty to A. W. Norfleet as trustee to secure
a certain debt due to Sedlow & Lawrence all which
will fully appear by reference to the Copies of the two Deeds
~~of~~ above referred to which are filed herewith as exhibits
marked A & B.

Your Orators are advised that the said tract of land or
the interest of the said Defendants therein is subject to
be attached for the payment of your Orators claim
against them. and that this Court in order to afford
Complete relief to your Orators will decree the said land
to be sold and apply the balance of the proceeds of
the sale, after the payment of the debt due said Lawrence
to the satisfaction of the said Debt of your Orators
due them from the said Defendants.

Your Orators therefore pray that the said John I W
Pabb and Edwin G Shipley ^{Trading} Merchants and partners under
the firm and style of Pabb Shipley & Co. A. W. Norfleet
Trusty as aforesaid and Sedlow ^{and John I. Norfleet} Lawrence, may be made
parties defendants to this Bill and required to answer
the same, that the interest of the Ref^d Pabb Shipley & Co
or of the said John I W Pabb. and Edwin G Shipley
in the tract of land herein mentioned may be attached
and held liable for the satisfaction of your Orators demand
aforesaid ^{and that the said demand of your Orators may be decreed upon and} that your Honor would decree the said land
to be sold and the proceeds of sale after satisfying the
debt due the said Lawrence be applied to the satisfac-
tion of your Orators demand. and that your Honor
will grant to your Orators such other relief in the
premises as may be consistent with Equity - May
a spd spud be. J May 1869.

The Exchange Bank of N^o

Bill

Tabb Shipley Esq. & Co.

May 7. 1855 filed.

To the Hon. Richd. H. Baker Judge of Circuit Ct. of the State of Ill.
The Amended Bill of the said Bank
of Versene respectfully represents -
That they filed their original Bill in the Court
against John T. W. Tabb and Elmer G. Shipley
merchants and partners trading under the firm
and style of Tabb Shipley & Company, and
Saulow Lawrence, and all neglect the object
of said Bill being to recover of the said
Tabb Shipley of a large debt due the said
plaintiffs and to subject to the payment thereof
their interest in a certain tract of land in this
County which was subject to the purchase of
a deed of trust to all neglect - further to
secure a debt due said Saulow Lawrence. That
the interest of the said Tabb Shipley of in said
tract of land was duly levied on and attached
and at the same time a small quantity of down
timber was cut off and lying on said land and
that the said suit has since matured so
leaving against all the parties to said suit
all which will more fully appear by reference
to the same &c.

and now your orators by way of amendment and
supplement to the said Bill allege that the
President Directors & Company of the Bank of
Versene sued out at the same time your
orators commenced their proceedings by attachment
in Equity as aforesaid an attachment at law
against the Estate of the said Tabb Shipley &
Company upon a debt then to become due
which was issued by a Justice of the Peace of
said County and made returnable to this Court and
was levied at the same time and on the same
property which was levied on to satisfy your
orators demand. That the said Bank of Versene
have at this term obtained a judgment at law
against the said John T. W. Tabb and Elmer G.
Shipley merchants and partners aforesaid, for the

Sum of Seven hundred and fifty two dollars &
three Cents, with interest thereon from the 12th
of May 1833. till paid and three Cents, and
Attended an order of sale for the same timber
in full satisfaction of their judgment. Your
orators making no objection thereto & waiving
the benefit of their attachment in said timber.
Your orators are advised that by virtue of
their Certificate being in said Court
they have acquired an interest therein with
your orators proportioned to their respective
Claims, and it is proper that their rights
should be respected in the future proceed-
ings of your orators in this suit. ~~Whereby~~
~~of the same~~ They therefore pray that the
said President, Directors & Co. of the Bank
of Virginia may be made parties defendants
to this suit & request to answer the original
& amended bills - and that the decree to
be pronounced, the rights of your orators
& the said defendants may be adjusted &
their respective Claims satisfied out of the
said Court or may be proper.

Oct 20. 1855

J. Taylor & Co.

Exchange Bank of
Virginia

as.

Jebb Shipley & Co.

amended & Supplemental
Bill filed Oct 20th 1858

The Petition of the Exchange Bank of Virginia,

Respectfully represents, that it filed its Bill in this Court against Tabb, Shipley & Co. John S. Frisby, Sudlow Lawrence and A. W. Norfleet to recover a debt due it by said Tabb, Shipley & Co. And in said Bill the interest of the said debtors in a certain tract of land in this County was attached, which they had purchased from said John S. Frisby, and which it was alleged was subject to a deed of trust from said Frisby to said A. W. Norfleet as trustee, to secure a debt due said Lawrence, the exact amount of which your Petitioners are ignorant of. Now of these Defendants, have answered the Bill, and the said Bill is now ready for hearing. Your Petitioners would now state to the Court, that the said Sudlow Lawrence has in in disregard of these rights, and without waiting for the action of the Court in their suit, advertised the said tract of land to be sold by the said A. W. Norfleet as trustee, at the Court house of this County, on the 5th day of November next, against the consent of your Petitioners, and the fact of their purpose to do so has just come to the knowledge of your Petitioners.

They are informed and believe that a large portion of the debt due said Lawrence has been paid, and they desire an account to be taken thereof, and they are convinced that unless the said A. W. Norfleet be restrained from selling the said land until the rights of all parties to the said land or the proceeds thereof are adjusted in this suit, the sale thereof will be greatly prejudiced, as the said proceedings of your Petitioners suit will throw a doubt on the title, and deter buyers. And they allege that they have reason to believe, from information they have received, such will be the case. They moreover allege that under the deed of trust from said Frisby, a copy of which is filed as an exhibit with your Petitioners Bill, the said A. W. Norfleet trustee has no right to sell the said land at the Court house of this County

Now Petitioner therefore, pray that in this suit the said
A. W. Taftlet and the said Hudson Lawrence may be
enjoined from making sale of the said land or attempting
to sell the said land until the further order of this
Court in this suit

October 20 1855

Tazewell Taylor

Atty for Exchange Bank &

The Exchange Bank of Va

vs
J. S. Taftlet

Wm. H. Chesley Sec. &c.

Filed Oct. 20. 1855

The answer of the President, Directors & Co. of the Bank of Virginia to an original & amended Bill exhibited against them in the Circuit Court of Isle of Wight County by the Exchange Bank of Virginia.

The said respondents for answer to the said bills, say that the facts stated in the said Bills are true, and that they have no objection to the prayer thereof, and they file herewith a copy of the record of the judgment against Labb, Shipley & Co. referred to in the said amended Bill.

President Directors & Company
of Bank of Va by
J. Taylor atty -

Exchange Bank
of Virginia

vs.

Jebb, Shipley & Co.

Ansrs. Bank of
Virginia.

Filed octo 20. 1855

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON *John T. W. Tabb and*
Edwin Shipley merchants and partners trading under the firm
and style of *Tabb, Shipley & Co. A. W. Moffat* ~~partners~~, and
Richard Lawrence Creditor,

to appear at the Clerk's Office, of our *Circuit* Court for Isle of Wight county, on the first
Monday in *June* next, to answer *a bill in Chancery exhibited*
against them in said Court by The Exchange Bank of
Virginia
of a plea of.

damages

and have then and there this Summons.

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *7th*.
day of *May*, 185*5*, in the *49*. year of the Commonwealth.

N. P. Young.

Memo.

Westwood N. Todd having made the proper affidavit, it is ordered that the officer serving the within writ, do attach such debts as are already due, or to become due, to the Defendants Tabb, Shipley & Co. (who are now residents of the Commonwealth of Virginia) from the other Defendants A. W. Norflet and Ludlow Lawrence, or either of them; also any other estate of the said Defendants Tabb, Shipley & Co. whether in their own hands or in the hands of other defendants A. W. Norflet and Ludlow Lawrence, to answer the future order of this Court.

Teste J. P. Young C.

Exchange Bank of Va.

3 June

to B. Alcock.

Tabb, Shipley & Co.

to June 2nd, 1835.

1835.

J. Taylor per.

This process can

be any time on the

7th. May 1835 at

3 1/2 p. m.

J. Young att.

This summons was executed on the defendant A. W. Norflet by ^{and the attachment thereon endorsed on the 9th. May 1835} delivering him a true copy thereof, and on the defendant Ludlow Lawrence by leaving a true copy thereof, ^{and the attachment thereon endorsed on same day,} at his residence with John Edwards the agent and overseer of said Ludlow Lawrence, the said Edwards being above the age of twenty one year, and said copy being explained to him, and the attachment thereon endorsed was also laid on a tract or parcel of land in the County of Albemarle containing 711 acres more or less, which was conveyed by John J. Frisby & wife to the defendants Tabb, Shipley & Co. and which was purchased by the said Frisby from Ludlow Lawrence and which is bounded by the land of Joseph P. Kay and ^{and also lies on the same timber cut for} ~~there and lying on the same in the County of Albemarle.~~ lying on said land. John T. W. J. Hall, Sheriff Tabb and Edwin G. Shipley are not found and are inhabitants of this Commonwealth.

J. Young att.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—GREETING.

YOU ARE HEREBY COMMANDED TO SUMMON *John L. W. Tabb, & Edwin
G. Shipley merchants & partners trading under the firm & style
of Tabb, Shipley & Co. and Ludlow Laurens, A. W. Norfleet and
John J. Tabb*

to appear at the Clerk's Office, of our *Circuit* Court for Isle of Wight county, on the first
Monday in *June* next, to answer *a Bill in Chancery*
filed against them in said Court by the Exchange
Bank of Virginia.
of a plea of

damages.

and have then and there this Summons.

Witness, NATHANIEL P. YOUNG, Clerk of our said Court, at his Office, this *10th*
day of *May*, 185*5*, in the *79* year of the Commonwealth.

N. P. Young, Jr.

Whereas A. Todd for the plaintiff, in this Court
 having made the proper affidavit, it is ordered
 that the officer serving the within writ do
 attach such debts as are already due, or to
 become due, to the defendants Lobb, Shipley
 & Co. (who are now residents of the Commonwealth
 of Virginia) from the other defendants Ludlow
 Lawrence, A. W. Norflint and John J. Frisby,
 or either of them; also any other estate of the said
 defendants Lobb, Shipley & Co. whether in their
 own hands or in the hands of the other defendants
 Ludlow Lawrence, A. W. Norflint and John
 J. Frisby to answer the former order of this
 Court.

The Exchange Bank
 of Virginia.

m. J. &
 n. 3 attached.

Lobb, Shipley & Co.
 etc.

To answer, ex. CT.

Del. of Writs
 1850.

J. Jay ex. per.

N. P. Young & Co.

John J. Frisby this day made oath before me
 that he delivered a copy of the within summons to
 John J. Frisby. Given under my hand this 15th day
 of May 1850. Westbrook of State
 Charles Public at Norfolk

Westwood & Padd maketh oath that in a suit
in Chancery instituted in the Circuit Court of Isle
of Wight County in which the Exchange Bank of
Virginia are plaintiffs and John D. W. Pabb
and Edwin G Shipley Merchants & partners
trading under the firm & style of Pabb, Shipley
& Co. are defendants that the plaintiffs claim
^{against the defendants Pabb, Shipley & Co.}
amounts to \$1974.00 with interest from the
6th day of May 1855 till paid that the same
is just as he verily believes that the defendants
are not residents of this State and that he the
affiant believes that the said defendants have
estate or debt belonging to and due them within
the County of Isle of Wight as he verily believes
Westwood & Padd

Subscribed and sworn to
before me this 7th day of May }
1855 }
N. P. Young, cc }

Cashier Bank

41 3/4 effort.

Labb, Sleepy Her. 1.

Made field 7. May
1873.

1856 May 19th Rec^d. of A. P. Young Clerk of the court
the bond of Isaac P. Gay as principal and J. W. Duck
and Thomas Hall as securities dated Dec. 6th 1855
payable six months after date to A. W. Verfluet com.
for the sum of \$3295. 69 returned by said com. with his
report within & deliver^d to the under the direction
of the court promissory in this cause on
this day for collections

Isaac P. Gay

July 4. 1856 filed

J. W. Duck, Secy

W. P. Verfluet, Clerk

Isaac P. Gay, Jr.

Amt due Lualaba Lawrence as principal on
 bond May 9th 1833 \$ 1500 00
 Interest of same to June 5th 1836 276 50
 Franklin Report &c }
 June 5th 1836 } 1776 50

All correct &c
 For Lualaba Lawrence

Exchange Bank of ^{Calif.}
as
Tall Shipley & Co -
- - - - -

The within state-
ment of the debt
due Lincoln Lan-
rence by Mrs. S. Fairly
was acknowledged
by said Lawrence to
me as clerk

C. B. Hayden
- Commissioner -

Mr Jaz^l Taylor

1856

To Daily News Dr

March 15th To advertising notice for C. B. Hayden & Co. \$ 2.50

COMMISSIONER'S OFFICE.

SMITHFIELD, March 14th, 1856 }

TO JOHN T. W. TABB & EDWIN G. SHIPLEY—You are hereby notified that I have fixed upon the 12th day of April next, if fair, if not, on the next fair day thereafter, (Sunday excepted,) to take and settle at my office, the following accounts: First, an account of the Plaintiff's demand against the Defendants Tabb, Shipley & Co. Secondly, an account of the debt due by John J. Frisby to Ludlow Lawrence and secured by the Deed of Trust to A. W. Norfleet, and thirdly, an account of the debt due to the President, Directors & Co. of the Bank of Virginia, by the said Tabb, Shipley & Co., required to be taken by the decree of the Isle of Wight Circuit Court, rendered on the 30th day of October, 1855 in a suit in Chancery, depending in said Court, in which the Exchange Bank of Virginia is Plaintiff, and you the said John T. W. Tabb & Edwin G. Shipley, merchants and partners, trading under the firm and style of Tabb, Shipley & Co., and others are Defendants; at which time and place you are required to attend.

Given under my hand, as Commissioner in Chancery of the said Court, the day and year first aforesaid.
mh 15—54w C. B. HAYDEN.

Worfo April 26th 1856

Rec^d Paym^t

B. L. Lee Jr

for Y. L. Booth & Co

The within adver-
tisement was duly
published in the
Norfolk News
a paper published
in Norfolk once a
week for four
weeks.

P. L. Boothby

Sworn to before me
this 6th day of June
1856.

Westwood & Todd
Notary Public
for the City of Norfolk

Exchange Bank of Va ~~in case with~~
as
Talb Shipley & Co -

1834
May 1st A/c of Pltffs demand as Talb Shipley & Co
Acceptance of Talb Shipley & Co of Mrs J Fair-
ly's draft dated Dec 28th 1834 at 4 mos
due May 1st 1835 & protested for non-
payment - Principal 500 00
Chgs Protect 2 06
Interest on \$502.06 from May 1st 1835 to date 31 45 533 57
Acceptance of Talb Shipley & Co of Mrs J Fair-
ly's draft dated Feb 1st 1835 at 90 days
due May 5th 1835 & protested for non payment
Principal 718 31
Chgs of Protect 2 03
Interest from May 5th 1835 to May 16th 1835 - 44 65
Acceptance of Talb Shipley & Co of Mrs J Fairly's
draft dated Apr 28th 1835 at 5 days due
May 5th 1835 - protested for non payment.
Principal 750 00
Chgs Protect 2 03
Int from 5th of May 1835 to 16th May 1835 - 46 62
\$2097 15
2nd A/c of debt due Bank of Virginia
at Norfolk.

Acceptance of Talb Shipley & Co of Mrs J
Fairly's draft dated Aug 28th 1835 due
May 12th 1835 & protested for non payment
Principal 750 00
Chgs Protect 2 03
Interest from May 12th of May 1835 to May 16th 1835 45 62
In which interest at 6% on attachment is reckoned 797 65
3rd A/c of debt due Ludlow Lawrence -
under deed of Trust in proceedings mentioned -
Three last instalments of Bond of \$500 each 1500 00
Int on do from May 9th 1833, to May 16th 1834 271 75
\$1771 75

Commissioners Office
Apr 1835

To the Circuit Court
of Isle of Wight County.

Your Commissioner pursuant to the annexed
decree pronounced in the cause entitled above at the last term of
this Court, reports the foregoing accounts, having first given the due
notice to the parties interested in the mode prescribed by law,

Respectfully
All of which is respectfully submitted

C. B. Hayden

Fee \$5 -

Exch. Bank

v. 3 Cent. rept. &

Lab. Shiply No.

Filed 17. May 1886.

#33-00

For value received I promise to pay
to Ludlow Lawrence thirty five hundred
dollars it being for a tract of land purchased
of said Lawrence in Isle of Wight County
containing by estimation seven hundred & eleven
acres & upwards, my hand and seal this
the ninth day of May 1853

The Conditions of this obligation are
such; That I John J. Forsby, have
purchased the afore said Tract of Land of
the said Lawrence at the afore said price
(of thirty five hundred dollars) the payments to
be made as follows (viz.) Five hundred dollars
1st July 1853 and one thousand dollars 1st Jan
1854 on which no interest is to be paid until the day
named for payment. And then the following
payments with interest on the several amounts
from the date above written (May ninth 1853)
(viz.) five hundred dollars July 1st 1854, one of
five hundred Jan. 1st 1853, one of five hundred
July 1st 1853, and of five hundred Aug 1st 1854
For the faithful performance of which I bind
my self my heirs administrators & executors &c
firmly by these presents
Acknowledged in the presence of,

John J. Forsby (Seal)

Bond of John I. Frosty
 to Andrew Lawrence
 paid to Lawrence
 balance due on Bond A
 9th June 1856 viz
 1177.50 out of
 amount collected by
 me from Frosty
 by my order Bond
 under decree in
 Exchange Bank
 vs. John I. Frosty
 4th May 1856

Balance due Lawrence
 as reported by
 Committee for 1771.75
 1st Jan 1856

from May 16
 1856 to June
 1856 3.75
1777.50

paid by Frosty to
 Lawrence in full of his Bond
 & credited him to
 settlement

June 9th 1856 - Received of Joseph Taylor
 Seventeen Hundred & Seventy Seven Dollars
 & Fifty Cents (\$1777.50) bal due on the

of Lawrence

Within Bond.

C. B. Hayden

John I. Frosty

Bond of

Andrew Lawrence

\$1777.50

Acts. 21. 1856. filed with

repts. of J. Taylor & Co.

Exchange Bank of N. Y.
#1027.60

in full of
collections from Ellen
Shapley also
at home 10 1856

Oct. 21. 1856. Felix
with gift of J. Taylor
received.

Exchange Bank Vasseneau

with Fagwell Taylor. In collection of debt due by
Tabb. Shepley & Co. by attachment of their lands in Isle
of Wright County -

1858

June 9. By net sum received under decree of May 19 1858
for Exchange Bank V^o. collected from Frank & Gay
and apportioned under decree between said Bank and
Bank of Vasseneau - (all costs paid) statements 1127.60
to be returned to Comr.
To my fee +

June 13. 1858

100

1027.60

Received of Fagwell Taylor one thousand and twenty
seven Dollars & 60 cents balance as stated above.

J. W. Wilkerson
Teller.

1858
Bank 200
in 5
Tabb Shopley & Co

Statement & settlement
June 27 1858
\$438.92

Octo. 21. 1856. Felix with
apt. of J. Taylor receipt.

Bank of Virginia for suit vs Tabb
 Shepley & Co. in Isle of Wight Co.
 In & with Fagwell Taylor

1856			
June 9 th	By Share of Bank of Virginia of fund apportioned between Bank of V. ^o and Exchange Bank of V. ^o collected from Josiah P Gay under decree May 19 th 1856,		\$349 45
	By these sums recovered in attachment suits at Law vs Tabb Shepley & Co 2 suits.	\$9.50 148.50	158 00
	To paid costs as taxed in at- tachment suits at law ex cept Sheriffs which he retained	\$5.41 \$5.16	
	To fee in Chancery suit as ap- portioned between Exchange Bank & Bank of V. ^o	40.00	
	Fee in attachment suit	10.00	
	5% ~~on~~ Com ^d on \$158.	7.90	
	Balance.	488.93	
		\$504.40	\$504.40

Norfolk 27th June 1856 Received from Fagwell Taylor Esq
 Four Hundred and thirty eight 93/100 Dollars, balanced
 as for Account above

W. H. Burdick (C)

1835- The Exchange Bank of Virginia
 May To ~~Coppy of~~ To ^{My} Hall staff Dr
 To Printing 3 Coppy of Notices and returning
 the same to Perfect & Lawrence 3.00
 To Serving attachment on Lind 1.60
 Oct To returning notices to Perfect & Lawrence 1.00
 Bank of V. To Serving attachment on Corn &c ✓ .66
 { To paid Wm Lawrence to measure corn ✓ 50
 { To my lease for 1834 and taking care of
 { Corn Factor & Act. Taking Bonds &c ✓ 10.00
 15.70
 ✓ 50
 16.20
 V 73 10 To sale of ~~Land~~

Received from Tagewell Taylor attorney for
 Exchange Bank of the four Dollars & 60
 cents costs charged on this amount the 1st three
 cents ^{last} items by 50 cents per
 item. The other 3 items amounting to \$11.⁰⁰
 and the other 3 items amounting to \$11.⁰⁰
 which are due by the Bank of New York
 are to be retained by me out of the

Collection of Mrs Bonds -

May 17, 1838.

J. Wall

Bank of New

York

11/5-70

Dec. 21, 1832

filed with

of J. Taylor

received

Bank of N.Y.

187

Paid by W. I. Taylor
A. F. Young

1855. The President, Directors &c. of the Bank of Va^d

To Clk. Cir. cot. of Isle of Wight County D^r.

May Order 36. filz. exbt. 15. Conts 36.

87

C. D. Young

Taylor Taguonle

\$ 1. 50

Paid by Mrs.

J. Taylor

N. P. Young

Gazewell Taylor. for City Bank.

1853.

To Clk. of Isle of Wight Cty. Ct Dr.

May Copy: then dues for City. Int . . . \$ 1 50

A. P. Younger

Bank Exchange

\$4.53

Paid by Mr. J.

Taylor.

N. P. Younger

The Exchange Bank of Virginia

1855

To Clk. of Isle of Wight Cir. cot. Dr.

May. Sum. & attachmt. vs. Lobb, Shepley & Co. & also 50.

Cop. for Norfolk & Laurence 50. Noty. 18.

Sum. vs. Finley 50. Cop. 25. Noty. 18. Affd. 18.

50. bill 15. White 25. 2 83

Same Entry. Acted 70. Rule 50. or. pub. & copy 50. 170

W. L. Young & Co. \$ 4.53

Exchange Bank of Va

in \$

Jas. Shipley & Co. L.

The undersigned appointed Receiver by decree from court of May 1856 in the cause to collect the Bond of Josiah P. Gay in the proceedings mentioned respectfully Report-

That on the 9th day of June 1856 he collected the said Bond of Josiah P. Gay viz.

Principal

3295.69

Interest 3 days

1.64

3297.33

out of which he paid to Susan Lawrence balance of Jos. P. Gay's Bond herewith returned

1777.50
1579.83

To cash paid into as taxed

42.88
1477.05

To the amount paid Exchange

Bank of Va. claim of fund

appertained

1127.60

To deposit Bank of Va

349.45
\$1477.05

in full of balance of fund in hands of receiver as shown by receipts herewith filed and to be credited towards decree.

The undersigned as attorney for the Bank of Virginia also received the amounts recovered at law of Jas. Shipley & Co. and applied the same so far to the Bank of Va. claim as shown by the receipts filed.

All which is respectfully Reported
Jas. W. Taylor

Receiver & Attorney

for Exchange Bank of Va
& Bank of Va.

October 1856.

Eccl^y. Bank of Va.

vs. $\frac{1}{2}$ Rept. of S. Taylor
Receiv^d

Jebb Shirley & Co.

of distribution of fund
collected by them
under decree of 19.
May 1856 tructs. for
paymts.

Octo. 21. 1856 filio

said A. W. Norflut for the benefit of said
Audlow Lawrence by deed, a copy of which
is filed with the plaintiff bill or exhibit
being described as a tract of land ^{in the County of Isle of Wight} containing by estimation seven hundred
~~and eleven acres~~ and eleven acres more or less and adjoining the lands of
Isaac P. Gay & others bears the same tract which was
conveyed by the said Audlow Lawrence to the said
John I. Fustly =

on
a credit of six months, except for the
expenses of sale, which shall be for cash
first giving thirty days notice of the
time & place of sale by advertisement at
the Court house door of this County on
some Court day & also one or more public
places in the County adjacent to the place
of sale, taking bond with good security
of the purchaser & return the said bond
with his report of sale to this Court.
It is further ordered that a Commissioner of
this Court take the following accounts.
First an account of the debts demanded
against the defuncts Tabb, Shipley & Co.
Secondly an acct. of the debt due by
John I. Fustly to Audlow Lawrence & secured
by the deed of trust to A. W. Norflut and
thirdly an account of the debt due to the
President, Directors & Co. of the Bank of Va.
by the said Tabb, Shipley & Co. which said
accounts he will report to the Court
with any notes, specially stated, demands
paid & by lawfully or required by the
parties to be so stated.
But that the said A. W. Norflut Commissioner shall before
making sale of the land as hereby directed execute his
Bond in the Clerk's office with good security
in the penalty of \$4000 payable to the Commonwealth
of Va. conditioned according to law.

Exchange Bank
of Virginia
vs
Tabb. Shipley & Co.

To be entered
R. H. Baker
Oct. Co. 1855

End^d

19

At a Circuit Court Continued and held for the
County of Isle of Wight on the 20th. day of Octo. 1853.
The Exchange Bank of Virginia Plf.

Against } In Chancery.

John T. W. Tabb & Edwin G. Shipley merchants and part-
ners trading under the ~~name~~^{firm} and style of Tabb Shipley & Co.
and Ludlow Lawrence, A. W. Norfleet and John J. Finsley Defs

The bill in this case having been filed and process served
on the defendant John J. Finsley Ludlow Lawrence and A. W.
Norfleet more than one month, and they still failing to appear,
on motion of the plaintiffs by their Counsel the order at rules
taking the bill for confessed as to the said defendants is
confirmed, And on like motion of the plaintiffs leave is
granted them to file an amended and Supplemental bill,
And John T. W. Tabb & Edwin G. Shipley who are out of the
County and against whom the plaintiffs appear to have
proceeded in the mode prescribed by law against absent de-
fendants still failing to appear - And it appearing to the Court
that the attachment against the estate of the said defendants
John T. W. Tabb & Edwin G. Shipley has been duly sued out
and levied. This Cause came on this day to be heard upon
the bill and exhibits and on the Amended and Supplemental
bill now filed - and on the answer of President & Directors
& Co. of the Bank of Virginia also now filed, And on the
petition of the Plaintiffs, also filed this day - praying that the
defendants Ludlow Lawrence and A. W. Norfleet may be re-
strained from making sale of the land in the proceedings
mentioned, And was argued by Counsel, on consideration
whereof the Court doth adjudge order and decree that
the said A. W. Norfleet and Ludlow Lawrence or either of them
their agents or attorneys be enjoined from selling the said land
except under the order of this Court in pursuance of this decree.
And that the said A. W. Norfleet who is hereby appointed a special
Commissioner for that purpose - Sell on the premises the said tract
of land in the bill mentioned - being the same conveyed by John J. Finsley

to the said A. W. Norfleet for the benefit of Ludlow Lawrence by deed - a copy of which is filed in the plaintiffs bill as an exhibit - being described as a tract of land in the County of Isle of Wight, Containing by estimation Seven Hundred and eleven acres more or less, and adjoining the land of Josiah P. Gay and others - being the same tract which was conveyed by the said Ludlow Lawrence to the said John J. Tristly - On a credit of six months - except for the expenses of Sale - which shall be for cash, first giving Thirty days notice of the time and place of Sale by advertisement at the Courthouse door of this County - and also at one or more public places in the County - Convenient to the place of Sale - taking bond with good security of the purchaser - and return the said bond with his report of Sale to this Court. It is further ordered - that a Commissioner of this Court - take the following accounts, first an account of the plaintiffs ^{debtors} against the defendants Tabb Shipley & Co., secondly an account of the debt due by John J. Tristly to Ludlow Lawrence and secured by a deed of trust to A. W. Norfleet, and thirdly an account of the debt due to the President, Directors & Co. of the Bank of Virginia by the said Tabb Shipley & Co. which said accounts he will report to the Court - with any matters specially stated deemed pertinent by himself or required by the parties to be so stated, But the said A. W. Norfleet Commissioner shall before making Sale of the land as hereby decreed, Execute his bond in the Clerks office with good security in the penalty of four thousand dollars - payable to the Commonwealth of Virginia, Conditioned according to law.

Teste.

N. P. Young

A Copy

Teste.

N. P. Young

As a Commissioner in service of the
 author, R. P. Shipley & Co. J. S. Lawrence
 & Co. in exchange for the
 Bank of Va. & the Trusts of the

By Bank of Va.

as.

Tabb Shipley & Co.

A. S. P.

At a Circuit Court continued and held for the County
of Isle of Wight on the 20th day of October 1855.

The Exchange Bank of Virginia. Plaintiffs
Against ^{vs} In Chancery
John T. W. Tabb & Edwin G. Shipley Merchants and
partners trading under the firm and style of Tabb & Shipley & Co.
and Ludlow Lawrence, A. W. Norfleet and John J. Fristy
Defendants

The bill in this case having been filed - and process served
on the defendant John J. Fristy, Ludlow Lawrence and A.
W. Norfleet more than one month and they still failing
to appear - On motion of the plaintiffs by their Counsel the
order at rules taking the bill for confessed as to the said
defendants is ~~confessed~~ ^{Confessed}, and on like motion of the plaintiffs
leave is granted them to file an amended and Supplemental
bill, and John T. W. Tabb & Edwin G. Shipley who are
out of the Country and against whom the plaintiffs
appear to have proceeded in the mode prescribed by law
against absent defendants, still failing to appear - and it
appearing to the Court that the attachment against the
estate of the said defendants John T. W. Tabb & Edwin G.
Shipley has been duly issued and levied, This cause
came on this day to be heard upon the bill and exhibits
and on the amended and Supplemental bill now filed - and
on the answer of President & Directors & Co of the Bank of
Virginia also now filed, and on the petition of the Plaintiffs
also filed this day - praying that the defendants Ludlow Lawrence
and A. W. Norfleet ^{from making sale of the land in the proceedings mentioned} may be restrained, And was argued by
Counsel; On consideration whereof the Court doth adjudge
order and decree - that the said A. W. Norfleet and
Ludlow Lawrence or either of them their agents or attorn-
eys be enjoined from selling the said land - except under the
order of this Court in pursuance of this decree. And that the said
A. W. Norfleet who is hereby appointed a special Commissioner
for that purpose - Sell on the premises the said tract of land
in the bill mentioned, being the same conveyed by John J. Fristy

to the said A. W. Norfleet for the benefit of said Ludlow Lawrence by deed - a copy of which is filed in the plaintiffs bill as an exhibit - being described as a tract of land in the County of Isle of Wight - containing by estimation seven Hundred and Eleven acres - more or less, and adjoining the land of Josiah P. Gay and others - being the same tract which was conveyed by the said Ludlow Lawrence to the said John J. Fairley - on a Credit of six months Except for expenses of sale - which shall be for cash, first giving thirty days notice of the time and place of sale - by advertisement at the Court House door of this County - and also at one or more public places in the County convenient to the place of sale, taking bond with good security of the purchaser and return the said bond with his report of sale to this Court, it is further adjudged and ordered that a Commissioner of this Court take the following accounts, first an account of the plaintiffs demand against the defendant Tabb-Shipley & Co. - secondly an account of the debt due by John J. Fairley to Ludlow Lawrence and secured by the deed of trust to A. W. Norfleet, and thirdly an account of the debt due to the President, Directors & Co. of the Bank of Virginia by the said Tabb-Shipley & Co. - which said accounts he will report to the Court with any matters specially stated deemed pertinent by himself or required by the parties to be so stated. But the said A. W. Norfleet Commissioner shall - before making sale of the land as hereby decreed - Execute his bond in the Clarks Office with good security in the penalty of four Thousand dollars payable to the Commonwealth of Virginia - Conditioned according to law.

A Copy

Teste.

A. P. Murray es.

Exchange March 1800

W.
my Copy Received

W. Hall Chapin W.

Delivered a true Copy
of the within to Alexander
W. reflect and Landon
Lawrence on the Thirde
of November 1803.

Joseph H. Dean.
Wt for Thos Hall Shiff

Exchange Bank of Va

Tabl. Shupley 40

The Defendant John I. Fusty having departed this life since the last term and the scire-facias awarded against William F. Henden Sergeant of Norfolk City and Committee of the Estate of said John I. Fusty deceased having been returned executed it is ordered that this cause be revived against the said Wm F. Henden Sergeant & Committee of the Estate of the said John I. Fusty deceased - and the cause come on this day to be again heard on the papers formerly read and on the Report of Commissioner Hayden taken and returned to Court in pursuance of the Decretal order made hereon at the last term this day returned to Court. The plaintiffs and the Defendants the President Directors and Company of the Bank of Virginia and Sallow Lawrence and Wm F. Henden Sergeant & Committee of the Estate of John I. Fusty deceased hereby consenting by their Counsel that the cause shall be heard on the ^{said} Report of Commissioner Hayden at this term and also on the Report of Sale made by Commissioner Norfleet of the land in the proceedings mentioned into which Reports no Exceptions are filed and was argued by Counsel - on consideration whereof the Court doth confirm said Reports and doth adjudge order and decree that (157)

~~the said~~ ^{Wm F. Henden} Fustywell Taylor for the Counsel for the Plaintiffs collect the Bond of \$3295⁰⁰ executed by Josiah P. Gay the purchaser of the tract of land in the proceedings mentioned returned by ~~Wm F. Henden~~ ^{Wm F. Henden} the Commissioner of Sale with his report of sale which will be due on the 6th June next. which Bond the Clerk of this Court will deliver to the said Fustywell Taylor upon his giving a receipt for it and upon his executing an affidavit of this Court before the Clerk a Bond with sufficient security payable to the Commonwealth of Va in the penalty of \$5000 and conditioned according to law - and that upon the payment of the said Bond to said Fustywell Taylor by the said Josiah P. Gay the Defendant Wm F. Henden as Trustee under the last of Fusty from John I. Fusty in the proceedings mentioned and as Commissioner of Sale in this suit will convey to the said Josiah P. Gay by deed with special warranty the tract of land in the proceedings mentioned purchased by the said Gay at the sale made thereof by the said Wm F. Henden as Commissioner of this Court in this cause. The cost of making said deed to be taxed on the costs of this suit & out of the sum collected by Fustywell Taylor from said Gay under this decree he will pay to ^{the Defendant} Sallow Lawrence the sum of \$1771 75 with interest on \$1500 part thereof from 16th May 1856 till paid being the balance ^{shown by Commissioner Hayden's Report to be due} due said Sallow Lawrence by John I. Fusty on his Bond secured by the last of Fusty executed by the said John I. Fusty to said Norfleet as Trustee as in the proceedings mentioned

Exchange Bank of Va.

1856

J. W. Tabb & Co

May Term 1856

Entered

15

15

And it is further adjudged ordered and decreed that the Plaintiffs
recover of the said John F. W. Tabb and Edwin G. Shepley partners
trading as aforesaid under the style of Tabb Shepley & Co
the sum of \$2097¹⁵ with interest on \$1968³¹ part thereof
from the 16th May 1856 till paid being the aggregate amount
due by them on their three acceptances filed as Exhibits with
the bill as shown by report of Commissioner Hayden
and the costs of this suit. And the Court doth further
adjudge order and decree that the said Jabezell Taylor out of
the balance of his collections from the said bank of Joseph P. Gay
pay the costs of this suit and ~~the said bank~~ he will apportion the
balance of said fund between the Plaintiffs the Exchange
Bank of Virginia ^{the defendant} and the President Directors and Company of
the Bank of Virginia ~~in proportion~~ in proportion to the amounts
of their respective claims against the said Tabb Shepley & Co
~~as stated before Commissioner Hayden~~ the share of the said
President Directors and Company of the Bank of Va in the
said fund to be estimated on the ^{balance of the} amount of their claims
proved before the Commissioner after deducting the amount
that may be realized on their judgments at law in their
attachment suits against the said Tabb Shepley & Co in this
Court for the same demand rendered at this term and he will
report his proceedings under this decree to the Court.
That before the said ~~Plaintiffs~~ Plaintiffs and the said President
Directors and Company of the Bank of Virginia shall
have the benefit of this decree they or some one for them
shall respectively execute Bonds in the Clerk's Office of this
Court with sufficient security payable to the said Tabb
Shepley & Co for the Bond of the Plaintiffs to be in the penalty of
\$500 and the Bond of the said President Directors and
Company of the Bank of Va in the penalty of \$500
with condition to perform such further orders as may be made
hereafter by the Court in this cause upon the appearance
of the said defendants and making defence to this suit.

Exhibit 28th

1857

1857

1857

1857

Exchange Bank Co.

to

The Defendant John P. Crosby
having deposited his life insurance
the last time of the surety
on account of the estate of John P. Crosby

John P. Crosby & Co. the last of the estate of John P. Crosby
of the estate of John P. Crosby having been executed it is ordered that Comptroller of the
the estate of John P. Crosby be against the estate of John P. Crosby as plaintiff
I have taken care on the part of the estate of John P. Crosby

formerly read out on the report of Commissioner Hayden taken
and returned to Court in pursuance of the secret order made
the Plaintiff by the Court & the Bank of New York & Co. which shall act as the Court shall see fit
which no exceptions were taken

Exchange Bank of N^y.

Subb. Shiply H^{rs}.

This cause came on this day to be again
heard on the papers formerly read to wit the report
of Lazwell Taylor Receiver appointed by decree of
the Court term, showing the collection of the bond
of Joseph P. Gay & distribution of said fund by
the said receiver with receipts for said payments
filed with his report to which there was no excep-
tion, and was argued by Counsel. On consideration
thereof the Court doth confirm said report, and
the objects of the suit having been accomplished
it is ordered that this suit be struck from
the docket.

Tabb Shipley & Co.

d.

Exchange Bank of N.Y.

$\frac{3}{4}$ Decr.

N.

Tabb, Shipley & Co.

=

To be entered

R. H. B.

Oct. 6. 1856.

1. If deed from Tabl. Shipley etc to Barry (May 2) is recorded
in file of Wright and Conroy, the land there is
nothing for us to do.

If not then examine deed from Turkey to Tabl. Shipley etc
give Schauff a description thereof file Bill. Have
papers prepared without delay and delivered to
Schauff. see that he makes the proper endorsement
thereon. file the blanks in the Bill and memorandum
and be particular that the facts are correctly
assembled and stated in the paper.

2. See that the memorandum of attachment
according to suggestions of 309 is amended by act of
March 23¹⁹³⁴ 1857² and is left with clerk and recorded

Have copies of deeds filed with Bill.
2 of the drafts will be sent up on Wednesday.
a check for Exchange Bank of 8⁰⁰ clear.

As to Bank of 8⁰⁰.

make affidavit before Justice - procure attachment
deliver it to Schauff. see that he makes the proper
endorsement on it. at once that he has levied it on
defendant's interest in land.
Let both attachments be delivered at the same time
to Schauff.

his Bond will be required in either case -
a memorandum of this attachment must also be
recorded by Clerk of County Court as required by p 309 of
Code Book March 1857 above referred to.

Memo.

Exchange Bank of Virginia

John D. W. Dabb + Edwin G. Shipley Merchants + partners trading
under the firm & style of Dabb, Shipley & Co and Ludlow
Lawrence and A. W. Norflut and John D. Frisby
Spain City with attachment

D. Day for p q

June Rules 1855

Circuit Court of Isle of Wight County

This Summons was executed on the defendants
on the day of May 1855 by
delivering to each of them a copy thereof and the
attachment thereon endorsed and the said attach-
ment was also levied on a tract or parcel of land in the
County of Isle of Wight containing acres more
or less belonging to which was conveyed by John D.
Frisby & Wife to the defendants Dabb Shipley & Co
and which was purchased by the said Frisby from
Lawrence and which is bounded by the lands of

Memorandum. Examine Title of Dabb, Shipley & Co, see from
whom Frisby purchased amount of liens amount of liens
by deeds of trust, name of trustee, & see if deeds of trust
are recorded from ~~John~~ Dabb Shipley & Co

Copies of Deeds to be filed as Exhibits

See Code 709 Sec 5. & comply with that section as
amended by act 31st March 1851 Section 19³⁴ which requires
Memorandum of the suit &c to be left with the Clerk of
the County Court & recorded forthwith

Exchange Bank of Va

June -

Box 13.

\$500=

Franklin Depot Va.

December 28. 1854

Four months after date pay to the order
of myself Five hundred dollars value received
and charge the same to the account of
To Messrs Tabb Supply & Co
Baltimore Md

Yours respectfully
John D. Frisby

N^o 669 May 2 1855

May 1/55 Port when pay W. M. C. M. P

224
East St
500
Apr 28

John S. Frisby
P. Gibson Esq (a
or order
W. L. Loring Esq

\$ 500 =

Franklin Depot Va

December 28 1854

Four months after date pay to the order
of myself Five Hundred dollars value received
and charge the same to the account of
To Messrs Tabb Shipley & Co Young respectfully
Baltimore Md
No 669 May!

Endorsed
John S. Frisby
Pay P Gibson Esq Cas
or order
W Southgate Cas

United States of America, STATE OF MARYLAND, To Wit:

ON THIS DAY, the *first* of *May*
in the year of our Lord Eighteen Hundred and Fifty-Five, AT THE REQUEST OF
the President, Directors and Company of the

Bank of Baltimore,

bearer of the original *Bill of Exchange* whereof a true copy is
above written, I, **WILSON M. CARY**, Notary Public, by Letters Patent, under
the Great Seal of the State of Maryland, commissioned and duly qualified, residing in the
City of Baltimore, in the State aforesaid, presented the said *Bill of Exchange*
to the Drawer, thereof and demanded payment therefor and
received for answer

We have no funds in our hands, belonging
to the drawer

Exchange Bank of W.
30 E. 11th St. No. 1.

John Shepley Geo

Filed with Bill

Wherefore, I, the said Notary, at the request aforesaid, Have Protested, and by these presents Do solemnly Protest as well against the acceptors, Drawer & Endorsing of the said Bill of Exchange as all others whom it may concern, for Exchange, Re-exchange, and all costs, charges, damages and interests suffered, and to be suffered for want of payment of the said Bill of Exchange

Thus done and Protested, at the City of Baltimore aforesaid, and on the same day I addressed written notices to the Drawer & Endorsing of said Bill of Exchange informing them that it had not been paid, payment therefor having been demanded and refused, and that they would be held responsible for the payment thereof. which notices I enclosed W. Southgate, Esq. Cashier, Norfolk, Va. and put the same in the Baltimore Post Office

In Testimony Whereof, I have hereunto set my hand, and affixed my Seal Notarial, the day and year aforesaid.

PROTEST, \$2

Postage 3 Cts
2.03

Notary Public.

5.

243

Sabbath

718.31

~~March 2~~
May

John A. Frisby

Pay to the order of
or order

G. R. Lamb

B. 113

Dollar 718. ⁵¹

Transferred to the
Depot 7th February 1st 1853

Ninety days after date pay to the order
of myself Seven Hundred and Eighteen Dollars and
thirty one Cents for value received and chg of

Yr truly
John S. Frisby

N^o 75. per non pay, to M C N P.

743 May 3.

Exchange Bank of Va.
No. 3 Exch. No. 2.
J. B. Shelly Secy
Filed Oct 11 1850.

Wherefore, I, the said Notary, at the request aforesaid, **Have Protested**, and by these presents
Do solemnly Protest as well against the *Drawer & Endorsers*
of the said *Bill of Exchange* as all others whom it may concern, for
Exchange, Re-exchange, and all costs, charges, damages and interests suffered, and to be suffered
for want of payment of the said *Bill of Exchange*

Thus done and Protested, at the City of *Baltimore* aforesaid, and on the same day I
addressed written notices to the *Drawer & Endorsers* of said *Bill of*
Exchange informing them that it had not been paid. payment
therefor having been demanded and refused, and that they would be held responsible
for the payment thereof. Which notices I enclosed to *G. W. Camp Esq. Cashier*
Norfolk Va and put the same in the *Baltimore Post Office*.

In Testimony Whereof, I have hereunto set my hand, and
affixed my Seal Notarial, the day and year aforesaid.

PROTEST, \$2
.03 Post

Notary Public.

Franklin Depot Va February 1st 1855.

Dollars 718.³¹ *Ninety days* after date pay to the order
of myself Seven Hundred and Eighteen Dollars and
thirty one cent *for value received* and chg $\frac{1}{2}$ of
To Messrs Tabb Shipley & Co. *you truly*
Baltimore Md. John I. Frisby

703. May 5.

Endorsed

John I. Frisby

Pay P. Gibson Esq Cas
or order

G. W. Camp
Cas

United States of America, STATE OF MARYLAND, To Wit:

ON THIS DAY, the *fifth* of *May*
in the year of our Lord Eighteen Hundred and Fifty-Five, AT THE REQUEST OF
the President, Directors and Company of the

Bank of Baltimore,

bearers of the original Bill of Exchange whereof a true copy is
above written, S. WILSON M. CARY, Notary Public, by Letters Patent, under
the Great Seal of the State of Maryland, commissioned and duly qualified, residing in the
City of Baltimore, in the State aforesaid, presented the said Bill of Exchange
at the Bank of Baltimore where the same is made payable by the acceptors
thereof and demanded payment therefor and was answered.

"No funds"

B of B.

dollar, 750.

19
Norfolk Va April 28. 1853.

Five days after date pay to the order of
E. W. Camp Esq. (Cashier) Seven Hundred and
fifty dollar for value received & charge
To

Yours truly

John L. Frisby

Mess Jabb. Shipley & Co.
Baltimore Md.

May 8/55 not non pay W M C W R

275
Sub. H. e.
350.
May 3rd

Pay P. Gibson Esq.
Cash or order
J. H. Clark

Exchange Bank of N.Y.
N.Y. } Exch. No. 3.
Lobb, Shipley & Co.
Filed with Bill

Wherefore, I, the said Notary, at the request aforesaid, Have Protested, and by these presents Do solemnly Protest as well against the acceptors Drawer & Endorsers of the said Bill of Exchange as all others whom it may concern, for Exchange, Re-exchange, and all costs, charges, damages and interests suffered, and to be suffered for want of payment of the said Bill of Exchange

Thus done and Protested, at the City of Baltimore aforesaid, and on the same day I addressed written notice to the Drawer & Endorser of said Bill of Exchange informing them that it had not been paid, payment therefor having been demanded and refused, and that they would be held responsible for the payment thereof. Which notices I enclosed to G. W. Camp Esq Cashier Norfolk Va and put the same in the Baltimore Post office

In Testimony Whereof, I have hereunto set my hand, and affixed my Seal Notarial, the day and year aforesaid.

PROTEST, \$2

Postage .03

G. W. Camp

Notary Public.

Dollars 750.

Norfolk Va April 28 1855
Five days after date pay to the order of
G. W. Camp Esq / Cashier / Seven Hundred and
fifty Dollars for value received & charge
Yours truly
John I Frisby
Mess Jabb. Shipley & Co.
Baltimore Md

Enclosed
Pay P. Gibson Esq
Cash or order
G. W. Camp
Cas

United States of America, STATE OF MARYLAND, To Wit:

ON THIS DAY, the Fifth of May
in the year of our Lord Eighteen Hundred and Fifty-Five, AT THE REQUEST OF
the President, Directors and Company of the

Bank of Baltimore,

bearer of the original Bill of Exchange whereof a true copy is
above written, I, WILSON M. CARY, Notary Public, by Letters Patent, under
the Great Seal of the State of Maryland, commissioned and duly qualified, residing in the
City of Baltimore, in the State aforesaid, presented the said Bill of Exchange
to the acceptors thereof and demanded
payment therefor and received for answer

"no funds"

This Instrument made the ninth day of May in the year
of our Lord one Thousand Eight hundred and fifty three, between
Ludlow Lawrence of the County of ~~Isle of~~ Southampton State
of Virginia of the one part, and John S. Trisby of the
City of Baltimore State of Maryland of the other part,
Witnesseth, that in consideration of the sum of twenty
five Hundred dollars to him in hand paid, the said
Ludlow Lawrence doth grant unto the said John S.
Trisby a certain tract or parcel of land lying in the
County of Isle of Wight State of Virginia, now bounded
by Noah P. Gay & others, containing seven hundred
& eleven acres more or less, the said Ludlow Lawrence
doth covenants that he will warrant generally the
property hereby conveyed. Witness the following
Signatures & Seals.

Ludlow Lawrence (Seal)

In the Clerk's office of the County Court of Isle of Wight
County Libby: 6th. 1854. This deed was received ~~in the~~
and admitted to record upon the acknowledgment
of Ludlow Lawrence

Teste

A copy

Teste

N. J. Young co

J. C. Latimer DC

Lowell Lawrence

to. $\frac{3}{3}$ And

Mr. J. Trisby

A. Copy

Exchange Bank of New York

on $\frac{3}{3}$ day.

Tabl. Shipley No. 104.

Folio with plth. Rice.

A.

This Deed made the Ninth day of May in the year
One Thousand eight hundred and fifty three between
John J. Finley of the One part, And A.W. Norfleet
of the other part, Witnesseth that the said John J. Finley
doth grant unto the said A.W. Norfleet the following
Property. A tract of Land lying in the County of
Allegheny. Containing by estimation Seven Hundred
and eleven acres more or less, and adjoining the land
of Josiah P. Gay and others. In trust to secure a bond
due to Ludlow Lawrence for thirty five Hundred dollars
Said bond to be paid in the following manner. to wit.
Five Hundred dollars 1st day of July 1853. and One
Thousand dollars to be paid 1st day Jan'y. 1854. on
which no interest is to be paid until the day named
for payment, ^{and then the following payments with interest} On the several amounts from the day
of May 1853. (viz), Five Hundred dollars and interest
to be paid July 1st 1854. One of Five Hundred dollars
and interest Jan'y. 1st 1855., One of Five Hundred dollars
and interest to be paid July 1st 1855, And one of
Five Hundred dollars & interest to be paid Jan'y. 1st 1856.

And in case of default in payment of the said
debt or any part thereof - the said A.W. Norfleet
trustee, when required by the said Ludlow Lawrence
or his assigns. Shall give reasonable notice by
advertising the time & place of sale - and sell at
public Auction for Cash - the said land - And apply
the proceeds of the sale to the liquidation of the said
debt and the expenses of this deed. Witnesseth the
following Signatures and Seals

Wm. Munroe 3
Jno. M. Holland 3

John J. Finley Seal
A.W. Norfleet Seal

In the Clerk's office of Isle of Wight County Court
 February 6th, 1854. This deed was received, and was
 proved as to the acknowledgment of John S. Grisley &
 and A. W. Norfleet by the oaths of M^{rs} Morfee and
 John M. Holland the witnesses thereof - and admitted to
 record.

Teste

A. P. Conny cc

A Copy

Teste

J. C. Latimer &c

John S. Grisley

to
 M^{rs} Deed of Trust

A. W. Norfleet (for
 Leedlow Lawrence)

A Copy

Exchange, Bank of Virginia

in
 3 Chgs.

Tabl. Shipley Co: 100.

=
 Filed with p^{er}ts. 1854.
 =

13.

Know all Men by these presents That we John I. Friesby of the City of Baltimore and state of Maryland and Mary E. Friesby wife of the said John I. Friesby- for and in consideration of the Sum of Two Thousand Dollars to us in hand paid by John T. W. Tabb and Edwin G. Shipley Commission Merchants trading under the partnership- Name and Style of Tabb & Shipley Esrs. of the City & State aforesaid, the receipt whereof is hereby acknowledged, do hereby give- grant bargain sell & convey, with general warranty unto the said John T. W. Tabb & Edwin G. Shipley Merchants & partners as aforesaid in fee simple, all that tract of Land Containing by estimation Seven hundred and eleven acres, be the same more or less, with all the privileges & appurtenances thereto belonging, being the same land purchased by the said John I. Friesby of Ludlow Lawrence of the County of Isle of Wight & State of Virginia, Conveyed by the said Lawrence to the said Friesby by a deed bearing date the 9th. of May 1853. and duly recorded in the Clerks office of the County Court of Isle of Wight in the state of Virginia; Where the said land is situated; On the 6th of February 1854. which said land is encumbered with a lien created by a deed of trust thereon from the said Friesby, to secure to the said Lawrence the purchase money for the — which said deed of trust is of even date with the first mentioned deed & duly recorded in the said Clerks office on the 6th of February 1854. of which purchase money- the two first mentioned bonds in said deed of trust- have been fully discharged & satisfied, leaving a lien on said land for the other payments mentioned in said deed of trust- of four bonds of five Hundred Dollars each, due respectively On the 1st July 1854. — 1st Jan'y. 1855. — 1st of July 1855. and 1st of January 1856. with Interest thereon from the 9th day of May 1853. And the said grantors do hereby Covenant with the said grantees That they will warrant generally the property hereby Conveyed & that they have the right To

Convey the said land to the said grantees, that the said grantees shall have quiet possession thereof, & that they the said grantees have done no act encumber the said land - except the lien aforesaid.

In testimony whereof the said John I. Frisby & Mary E. his wife parties to these presents have hereunto set their hands and seals this sixteenth day of February 1854.

John I. Frisby *(Seal)*

Mary E. Frisby *(Seal)*

State of Maryland, to wit:

I, James B. Latimer a Commissioner appointed by the Governor of Virginia for the said State of Maryland - Certify that John I. Frisby whose name is signed to the writing above bearing date on the 16th day of February 1854. has acknowledged the same before me in my state aforesaid. Given under my hand this 20th day of February 1854.

James B. Latimer

Commissioner

State of Maryland to wit:

I, James B. Latimer a Commissioner appointed by the Governor of the State of Virginia for the said State of Maryland, do certify that Mary E. Frisby the wife of John I. Frisby whose names are signed to the writing hereto annexed, bearing date on the 16th day of February 1854. personally appeared before me in the state aforesaid, and being examined by me privately and apart from her husband & having the writing aforesaid fully explained to her, she the said Mary E. Frisby acknowledged the the said writing to be her act. I declared that she had willingly executed the same & does not wish to retract it. Given under my hand this 20th day of February 1854.

James B. Latimer

Commissioner

In the clerk's office of the County Court of Isle of Wight County, February 24th 1854. this deed was received, and admitted to record upon the Certificate hereto annexed of James B. Latimer a Commissioner for the City of Baltimore in the State of Maryland.

Teste

N. P. Young *cc*

A copy

Teste

J. B. Latimer *cc*

John I. Frisby
and wife
to. $\frac{1}{2}$ Dues
Tabb Shipley & Co.

A Copy

Exchange Bank of Virginia
m. $\frac{1}{2}$ City.
Tabb, Shipley & Co. Cash.
Filed with platf. 13th Dec
C.

KNOW ALL MEN BY THESE PRESENTS, That we, *Alexander*
W. Norfleet and Joseph S. Holland

are held and firmly bound unto the Commonwealth of Virginia in the sum of *Four*
Thousand 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. As witness our Hands and Seals, this *5th* day of *November*, in
the year of our Lord, one thousand eight hundred and *fifty five*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a Decree of the
Circuit Court of Isle of Wight county pronounced on the *20* day of *October 1833*
in a cause depending in the said Court in which *The Exchange Bank*

of Virginia is
John T. W. Tabb, and Edwin G. Shipley plaintiff, and
porters, under the firm & style of Tabb, Shipley & Co, and
Reuben Lawrence, A. W. Norfleet and John I. Frisby
vs defendant, the

above bound *A. W. Norfleet* was appointed a special Com-
missioner to *sell on the premises the tract of land in the bill*
mentioned, being the same conveyed by Mrs. J. Frisby to the said
A. W. Norfleet for the benefit of said Reuben Lawrence by
deed being described as a tract of land in the County
of Isle of Wight, containing by estimation 711 acres, more or less,
adjoining the land of Joseph P. Gay setting, being the same tract
that was conveyed by the said Reuben Lawrence to the said Mrs. J.
Frisby - On a credit of six months, except for expenses of
sale, which shall be for cash, first giving 30 days notice of
the time & place of sale, by advertisement at the Court house door
of this County and on or more public places in said County - taking
bond with good security of the purchaser to return the said bond
with his report of sale to the Court.

Now if the above bound *A. W. Norfleet* shall faithfully discharge
his duties as Commissioner under the said Decree, then the above Obligation to be void, otherwise to
remain in full force and virtue.

Signed, sealed, and delivered }
in the presence of }

J. P. Young & Co.

A. W. Norfleet
J. S. Holland



Exchange Bank of N.Y.

v. $\frac{2}{3}$ Com^d. Bond

Jabb. Shepley Treas. T.

Nov. 5th 1883 Dep^d

Filed. Security printed

J. P. (Manager)

KNOW ALL MEN BY THESE PRESENTS, That we, *Lazewell Taylor*
and Charles B. Hayden

are held and firmly bound unto the Commonwealth of Virginia in the sum of *four thousand*
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. As witness our Hands and Seals, this *19th* day of *May*, in
the year of our Lord, one thousand eight hundred and *fifty six*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a Decree of the
Circuit Court of Isle of Wight county pronounced on the *19th* day of *May* *Inst.*
in a cause depending in the said Court in which *the Exchange Bank of Virginia*

are plaintiff, and

and Lobb Shipley Ho & others are defendant, the

above bound *Lazewell Taylor* was appointed a special Com-

missioner to *collect the land of Joseph S. Gay returned by*
A. W. Norfleet as commissioner of sales with his report
filed in the said cause - and to pay over the amount
collected by him in said land to certain parties named
in said decree as therein directed

Now if the above bound *Lazewell Taylor* shall faithfully discharge
his duties as Commissioner under the said Decree, then the above Obligation to be void, otherwise to
remain in full force and virtue.

Signed, sealed, and delivered }
in the presence of }

Lazewell Taylor



C B Hayden



The Commonwealth of Virginia To the Sergeant of the
City of Norfolk, Greeting: Whereas a suit in Chancery has
been depending in our Circuit Court of Isle of Wight County
between The Exchange Bank of Virginia plaintiff and John
J. W. Tabb and Edwin S. Shipley partners under the firm & style
of Tabb Shipley & Co, A. W. Waples, Ludlow Lawrence and John
J. Frisby defendants and before a final decree was rendered
therein the said John J. Frisby died. And the plaintiff has
applied for a scire facias against William J. Henderson
Sergeant of the City of Norfolk, who as such is the
Committee of the said John J. Frisby. Therefore we com-
mand you that you make known to the said William
J. Henderson the Sergeant and Committee aforesaid,
that he be before the Judge of our said Court, at the
Court house, on the first day of the next term, to show
cause, if any he can, why the said suit should not
be proceeded in to a final decree. And have there
then this writ. Witness A. P. Young Clerk of said Court
at his office the 4th day of April 1856, in the 85th
Year of the Commonwealth.

A. P. Young Clerk.

Exchange Bank of N. Y.
to 3 Series
Tabb, Shipley & Co. N. Y.

To May term 1856.
at. Ct. of Isl. of Wight

Service acknowledged
Wm. H. Hendon
Capt & Com^{dr} of 1st Regt. N. Y.
Apr 24th 1856.

Know all men by these presents that The Exchange Bank of Virginia as principal and W. W. Sharp — as surety are held and firmly bound unto John T. W. Tabb and Edwin G. Shipley Merchants and partners now or lately doing business under the firm and style of Tabb, Shipley & Company in the penal sum of Fifteen hundred dollars for the payment whereof well and truly to be made as aforesaid they bind themselves firmly by these presents. Witness the Corporate seal of the Exchange Bank of Virginia affixed hereto and the hand and seal of the said W. W. Sharp — subscribed hereto the Third day of June Eighteen hundred and Fifty Six.

The Condition of the above obligation is that whereas a decree was rendered by the Circuit Court of Isle of Wight County on the 19th day of May 1856 in a suit therein pending between the said Exchange Bank of Virginia as Plaintiff and the said Tabb, Shipley & Company and others as defendants being a proceeding by way of foreign attachment against the Estate of the said Tabb Shipley & Co as non residents of the State of Virginia to satisfy a claim of the Plaintiffs against them by which decree the Plaintiffs recovered of their said debtors the amount of their demand and it was then and there adjudged that Tayewell Taylor as receiver appointed by said decree should collect the Bond of Josiah P. Gay the purchaser of the land of the said Tabb Shipley & Co

sold under a former decree pronounced in said suit and should thereout pay to Ludlow Laurence one of the defendants the sum of Seventeen hundred and seventy one dollars and seventy five cents with interest on fifteen hundred dollars from the 16th day of May 1856 and the costs of said suit and that he should apportion the balance of the amount collected by him from said Josiah J. Gay between the said Exchange Bank of Virginia and the President, Directors and Company of the Bank of Virginia also attaching creditors of the said Tabb Shipley & Co in said suit in proportion to the amounts of their respective claims against them recovered in said suit the said plaintiffs not to have the benefit of said decree until they had executed a Bond with sufficient security pay able to the said Tabb Shipley & Co in the penalty of fifteen hundred dollars with condition according to law in such case made and provided and specified in said decree Now if the said Exchange Bank of Virginia shall perform such future orders as may be made against it hereafter by the said Circuit Court of Isle of Wight County in the said cause herein above mentioned upon the appearance of the said defendants John J. W. Tabb and Edwin G. Shipley now or late merchants and partners as aforesaid under the style aforesaid and making defence to said suit as authorized by the act of Assembly in such case made and provided then the above obligation to be void else to remain in full force and virtue.

W. H. Sharp
Secy -



City of Norfolk to wit:

This day personally appeared before me Westwood & Todd Notary Public for the City aforesaid in the State of Virginia W. H. Sharp who made oath that he is worth the sum of fifteen hundred dollars after the payment of his just debts. Given under my hand this 7th day of June 1856

Westwood & Todd
Notary Public

City of Norfolk to wit:

I Westwood & Todd a Notary Public for the City aforesaid in the State of Virginia do hereby ^{as depositee} certify that W. H. Sharp whose name is signed to the foregoing writing bearing date the 3rd day of June 1856 has acknowledged the same before me in my City aforesaid and I further certify that he acknowledged the seal thereto affixed to be the seal of the Exchange Bank of Virginia and that it is the act and deed of the Bank. Given under my hand this 7th day of June 1856

Westwood & Todd
Notary Public

Eqg. Bank of N^o

v. $\frac{3}{3}$ Bond of Eqg.
Bank.

Jabb, Shipley & Co. &c.

July 1. 1836 filed

Know all men by these presents that we
R. W. Borden and Myer Myers
are held and firmly bound
unto John T. W. Tabb and Edwin G. Shipley
Merchants and partners now or lately doing
business under the firm and style of Tabb
Shipley & Company in the penal sum of
Seven hundred dollars for the payment where-
of well and truly to be made as aforesaid we
bind ourselves firmly by these presents. Witness
our hands and seals this seventh day of June
Eighteen hundred and Fifty six

The Condition of the above obligation is
that whereas in a certain suit pending in the
Circuit Court of Isle of Wight County in which
the Exchange Bank of Virginia are plaintiffs
and the said Tabb Shipley & Company and the
President Directors and Company of the Bank of
Virginia and others are defendants it was by a
decree of said Court pronounced in said cause
on the 19th day of May 1856 adjudged ordered
and decreed that Tagwell Taylor as Receiver
appointed by said decree should collect the
Bond of Josiah P. Gay in the proceedings men-
tioned and after paying thereout to Ludlow
Laurence the sum of Seventeen hundred and seven-
ty one dollars and seventy five cents with int-
erest on Fifteen hundred dollars part thereof
from the 16th day of May 1856 till paid and the
costs of said suit that he should apportion the
balance of the amount collected by him on
said Bond between the said plaintiffs and the
said President Directors and Company of the
Bank of Virginia in proportion to the amounts of their

respective claims against the said Tabb, Shipley & Co as proved in said suit, but the said defendants The President Directors and Company of the Bank of Virginia were not to have the benefit of said decree until they had executed a Bond with sufficient security payable to the said Tabb, Shipley & Company in the penalty of Seven hundred dollars with condition according to law in such cases made and provided. Now if the said President Directors and Company of the Bank of Virginia shall perform such future orders as may be made against them hereafter by the said Circuit Court of the County of Wight County in the said cause herein above mentioned upon the appearance of the said defendants John T. W. Tabb and Edwin G. Shipley now or late merchants and partners as aforesaid under the style aforesaid and making defence to said suit as authorized by the act of Assembly in such case made and provided then the above obligation to be void else to remain in full force and virtue.

Wm. Bonden
Myrr Myrr

Sent

Sent

City of Norfolk to wit

I Westwood & Todd a Notary Public for the City aforesaid in the State of Virginia do hereby certify That W. W. Bonden and Myrr Myrr whose names are signed to the foregoing writing bearing date the 7th day of June 1855 have acknowledged the same before me in my City aforesaid and I do further certify that Myrr Myrr made oath before me that he was worth the sum of Seven hundred dollars after the payment of his just debts. Given under my hand this 26th day of June 1855.

Westwood & Todd
Notary Public

Exchq. Bank of A.^o

v. 3 Bond of
3 Bk. of A.^o

Tabb. Shepley Recd.

July 1. 1836 filed.

A T RULES HELD IN THE CLERK'S OF-
 fice of the Circuit Court of Isle of Wight
 County, on the 5th day of June, 1855.
 The Exchange Bank of Virginia, *Pl'ts,*
against
 John T. W. Tabb and Edwin G. Shipley,
 merchants and partners trading under
 the firm and style of Tabb, Shipley &
 Co., Ludlow Lawrence, A. W. Norfleet
 and John J. Frisby, *Def'ts.*
 IN CHANCERY
 The object of this suit is to attach such debts
 as are already due, or to become due, to the
 defendants, Tabb, Shipley & Co., from the
 other defendants, Ludlow Lawrence, A. W.
 Norfleet and John Frisby, or either of them. —
 Also any other estate of the said defendants,
 Tabb, Shipley & Co., whether in their own hands,
 or in the hands of the other defendants, to sat-
 isfy the plaintiff's demands. And affidavit hav-
 ing been made according to law, it is ordered
 that the said defendants, John T. W. Tabb and
 Edwin G. Shipley, under the firm and style
 of Tabb, Shipley & Co., do appear at the
 Clerk's Office of the said Circuit Court of Isle
 of Wight County, at rules to be holden for the
 said Court on the first Monday in August next,
 and do what is necessary to protect their in-
 terest; and that a copy of this order be pub-
 lished once a week for four successive weeks in
 the Norfolk Argus, a newspaper published in the
 city of Norfolk; and also posted at the front
 door of the Courthouse of the County aforesaid,
 on the first day of the next County Court
 of said County.
 A Copy—Teste:
 Ju 15-54 N. E. YOUNG, C. C.

Norfolk, Va 11 July 1855

I, Abram F. Leonard Editor of the Daily South-
 ern Argus a Newspaper published in the City of
 Norfolk, do certify that the foregoing order of
 publication in a suit in the Circuit Court of Isle
 of Wight, has been published once a week for four
 successive weeks in the said Newspaper, commencing
 on Friday the 15th day of June last. In the said
 suit The Exchange Bank of Virginia is plaintiff
 & Tabb, Shipley & Co. Ludlow Lawrence & others, are
 defendants —

A. F. Leonard
 Editor Argus, Norfolk

Exch. Bank of N^o

3rd Q^{tr}. full.
ctd.

Fabb. Shipley No. 1.

July 14th. 1835. retr. of files.

1852-1854. July 1852

1st payment 200, - when due 1st July 1852 -

Paid for 1st July 1854 - to 5th July 1854 - 1000

when due 1st July 1854 -

At 1st July 1854 - the first date was.

Paid for 9th July 1853 - 1st July 1854. 500.

\$3500.00

300
3000.00

500
3500.00

500
4000.00

1506.00
2500.00

271.08
2771.08

1500.00

753
2257

7000.00
3
27100.00

Exchange Bank
of D^{ca}
Table Shipley &c.

502.03
501.5
125
6
31 55

718 31
2 03
720 34
42 31
1 4 34
44 55

720 03
15 12
1 55
46 62

45 12
50

300.00
1 55
301.55
301.55
301.55

301.55
1 55
303.10
303.10
303.10