

1891-003

Chancery Causes. Friedlin + Cleaton, J. + E. Mahoney, Jr + C VS
Isle of Wight County C. P. Collins + Company, C. K. Bowden, +
Holland + Company

Other surnames: Friedlin,
Cleaton, Harrison, Holland,
Collins, [Friedlin Cleaton
+ Company], Mahoney, Parker,
Rawls, Butler [Collins + Company]

C. K. Bowden individually, & G. H.
 Halland trading as Halland & Co.
 may be made forthwith with
 out, tho' your orators waive
 their answers on oath; that
 an attachment may issue
 against the stock of goods in
 question, in Corvaille Pa.
 now in possession of Halland
 & Co. & may also issue against
 Halland & Co for any amount
 that they may owe C. K. Bowden
 that the claims of your orators
 may be paid out of the proceeds
 of sale of said stock or out
 of the amount due by Halland
 & Co to C. K. Bowden. and that
 all such other further & more
 relief may be granted as
 in the premises may seem
 just right. and your
 orators will ever say, in
 J. C. Parker, Esq.

Parker
 Trevelyan & Co. (attorneys)
 Chas. Geo. Harrison

vs. J. M. Chap.

Collies Geo. Chas.

Complaints Bill.

1889

June 11th Monday
 Bill to be filed & delivered
 in. depts. except calling
 June 11th 3. 30. Bill taken
 for confessed & taken
 calling & for hearing &
 to them.

June 20 1891 spl. term
 Final Decree

Dec. 3232

still owe said C.K. Bowden
the sum of three hundred sixty
dollars on said sale, which
your orators are informed will
be due May 18th 1889. Your
orators further state that
both the transfers of said
property from C.P. Collins to
C.K. Bowden & from C.K.
Bowden to Hallard was
made with intent to delay, hinder
and defraud the creditors of
C.P. Collins to & C.K. Bowden,
particularly your orators;
and they further state that said
C.P. Collins has left this
state, carrying with him a
material part of the proceeds
of said property, and that
judgment against him
in an ordinary action will
be unavailing.

To the end therefore that
justice may be done, and
your orators being remedy-
less even in a court of equity,
your orators pray that the
said C.P. Collins & C.K. Bowden,
trading as C.P. Collins & Co

said goods were shipped to Con-
selle to M. H. Morrison & charged
to him, but were never received
by him, nor did he know anything
about them, but were received
by said C. P. Callins & Co. & appro-
priated by them without any
use. James Watson further
states that on the day of
April 1889 the firm of C. P. Callins
& Co. sold out to C. H. Rawden,
one of the members of said
firm, by Bill of Sale recorded
in Sale of Wright to Clerk's Office,
a copy of which is herewith
filed, ~~and~~ and said C. P.
Callins left this state carrying
with him what he received
for his share of the concern;
that said C. H. Rawden, one of
the firm of C. P. Callins & Co. &
responsible for its debts, the
successor to C. P. Callins & Co.
afterwards died, on the 15th day
of April 1889, sold out the whole
concern to Halland & Co. of Franklin
Co. which firm consists of Mrs. J.
O. Halland; that said Halland & Co.

To the Hon C. W. Hill, Judge of
the Circuit Court of Isle of
Wright-Costa.

Yours orators, A. C. Friedlin
& G. L. Cleaton trading as Friedlin
& Cleaton & J. Mahoney & E. Mahoney,
trading as J. & E. Mahoney, who
are for the benefit of M. N.
Korriean, complaining
show unto your honor that
on or before the 10th day of May
1889, C. P. Collins & C. N. Rawden
trading as C. P. Collins & Co at
Counaile in Isle of Wright-
Costa, were indebted to your
orators, Friedlin & Cleaton in
the sum of ninety seven dollars
evidenced by note payable
June 12th 1889; that on or before
the 10th day of April 1889 the
said C. P. Collins & Co were
indebted to your orators for
E. Mahoney, ^{who are for the benefit of M. N. Korriean} in the sum of
One hundred & sixty-two & 7/100
dollars, which debt is evidenced
by open a/c for goods ordered of
said J. & E. Mahoney by said
C. P. Collins & Co in the name
of said M. N. Korriean, which

Collins & Co et al

ad

Friedlin Cleaton & Co et
al for Harris

Dennison to Bill

Collins & Co et, al.

Ans. {

Arnold & Beaton et, al. for Honison

The said defendant C. K.
Bowden comes and says the bill
of Complaint is not sufficient in
law

W. S. Hall and P. D.

This is drawn and filed in the papers
and shown to Plaintiff's Counsel on
the 2nd day of October 1889.

C.P.Collins & Co. et.als.

Ads. } In Chancery.

Friedlin, Cleaton & Co.et.als.

Separate answer of
C.K.Bowden.

W.S.Holland p.q.

Filed 2nd Jan 1891

To the best of his knowledge and belief, this respondent denies the charge that any goods were ordered by C.P. Collins & Co. in the name of M.N. Harrison as alleged. This respondent cannot understand how any man could swaer to the several contradictory allegations of said bill. If certain allegations are true, then certain other allegations cannot be true. This respondent most respectfully prays that the court will carefully inspect the said bill and affidavit.

This respondent denie s all combination and confederacy, and having fully answered he prays to be hence dismissed with cost in this behalf expended. And he will ever pray &c.

E. H. Bowden

In the Circuit Court of Isle of Wight County:

C.P. Collins & Co. and C.K. Bowden defendants
Ads.

Friedlin, Cleaton & Co. et. als. who sue ^{the benefit} per. M.H. Harrison complainants:

The said defendant C.K. Bowden by his attorney comes and says the bill is not sufficient in law:

W.S. Holland p.q.

The said defendant C.K. Bowden here in open court moves to quash the attachment issued in this cause, and that the same be abated because it was issued on false suggestions and without sufficient cause, and the said defendant prays that his said motion may be heard and determined and that a judgement with costs be rendered in his favor and against the plaintiffs:

W.S. Holland p.q.

The separate answer of C.K. Bowden, to a bill in chancery exhibited against himself and others in the Circuit Court of Isle of Wight County by Friedlin, Cleaton & Co. and others who sue for the benefit of M.N. Harrison:

This respondent reserving to himself the benefit of all just exceptions to the many errors, inaccuracies, contradictions and imperfections in the bill contained; for answer thereto, or to so much thereof as he is advised it is material he should answer, answering saith:

That this respondent does not owe the complainants any money at all, neither as alleged in this bill or otherwise, he utterly denies all liability to the plaintiffs in law and in morals, that he bought no goods from them, never authorized any one to buy any goods from them, never undertook, agreed or promised directly or by implication to pay the debts in the bill mentioned and set out, he denies that he was a partner of C.P. Collins at the time said goods were purchased trading as C.P. Collins & Co. as alleged, he denies he ever was in copartnership with said C.P. Collins as alleged in the bill, This respondent says he purchased a stock of goods from C.P. Collins, and paid for them except a very small balance and finding the business not half as profitable as it had been represented to be by said Collins, sold the same to Holland & Co. with the intent and for the purpose of paying a small debt due said Holland & Co. and the balance to pay on a debt made for the loan of money at the Farmers Bank of Nansemond with which to buy said goods, and he says the said purchase money received from said Holland & Co. was used to pay said debts. He utterly denies that said sale to said Holland & Co. was made to hinder, defraud or delay said complainants or any one else, as alleged in said bill of complaint. On the contrary, said sale was made to pay debts, and especially to pay said bank which held his note endorsed by personal friends, that it is not true as alleged that this respondent has sold, disposed of, or converted into money or securities any of his property real, personal or mixed except said stock of goods, on the contrary he still owns his other property, it is now, and has been all the time in Isle of Wight County in the jurisdiction of this court, that he has made no offer or attempt to so dispose of said property.

This respondent denies utterly the allegation in said bill contained, that he, as a partner of C.P. Collins ordered goods in the name of M.N. Harrison. If said C.P. Collins & Co. ever ordered any goods in the name of M.N. Harrison at any time, this respondent knows nothing of it at all, and took no part in any such transaction.

And he claims said debt due by Holland & Co. under his *Exemption under the Constitution and laws of Virginia.*

The affidavits required by law having been made and filed, the officer to whom the return returns is directed is ordered to attach the stock of goods at Carniville now in the hands of Holland & Co, sold there by Bowden, and any debt due by T. V. Holland as Holland & Co, to C. H. Bowden.

Virginia, Isle of Wight Co. Teste, J. P. Young clk.
 This day personally appeared before me the undersigned, a notary public for the County aforesaid, John H. Butler, & made oath that on the 2nd day of Sept-1889, he delivered a true copy of the within returns to C. P. Collins in person, at the residence of his father in said Co. Va. & that C. P. Collins is the possessor of this knowledge & belief a president of this date. Given under my hand and seal this 2nd day of Sept. 1889
 J. P. Young Notary

Filed in & Cleared

et al. *

2 Secus. in
 1/2 Clg. 1/2
 1/2 ord. of Court.

Collins & Co;
 Bowden et al.

20 June Recl. 1889.

1st Monday.

John H. Butler,

Executed on the 15th day of May 1889, by reading a copy of the within and C. H. Bowden in person & by attaching the stock of goods returned in the returns sent on this evening. C. P. Collins is not a resident in any Calviwick.

John, J. Rose - Const

I hereby acknowledge receipt of within returns & waive all formality of an order of publication.

Witness

James H. Butler.

The Commonwealth of Virginia

John T. Rose a constable
To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON *C. P. Collins & C. H. Borden*
trading as *C. P. Collins & Co.*, and *C. H. Borden* in-
dividually; and *J. V. Holland*, trading as *Holland*
Co.

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for
the said Court, on the first Monday in *June* next, to answer *the Bill in*
Chancery of A. C. Friedline & D. L. Cleaton trading
as *Friedline & Cleaton*, and *J. Mahoney & E. Mahoney*
trading as *J. & E. Mahoney*, who sue for the benefit
of *M. W. Harrison*

of a plea of _____ for \$ _____ Damages \$ _____ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *14th* day of
May, 188*9*, in the *113th* year of the Commonwealth.

N. P. Young clk

The Commonwealth of Virginia,

J. H. Oliver Constable Southampton
To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON *C. P. Collins & C. K. Borden*

trading as C. P. Collins & Co. and C. K. Borden individually,
and T. V. Hall and Trading as Hall and Co.

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for
the said Court, on the first Monday in *June* next, to answer *the bill in*

chancery of J. C. Fiedlin & J. L. Cleaton trading as
Fiedlin & Cleaton, and J. Mahoney & E. Mahoney
trading as J. & E. Mahoney, who sue for the benefit of M.
N. Harrison

of a plea of _____ for \$ _____ Damages \$ _____ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the *14th* day of
May, 188*9*, in the *113th* year of the Commonwealth.

N. P. Young clk.

Bowden have converted their
property of every kind into
money, securities & evidence
of debt, with intent to hinder,
delay, & defraud their creditors,
also that said C. P. Collins has
removed out of this state, carry-
ing with him a material part
of the proceeds of said estate or
property, so that process of
execution or judgment against
him, when obtained in ordinary
action, will be unavailing.

Given under my hand
this 13th day of May 1889.

L. R. Edwards C. P.

Frederick & Cleaton et al.
vs. for debt

vs. J. M. Chapman

Collins & Co. et al.

affidavit

Filed 14, May 1889.

Virginia. Southampton Co. Court.
This day personally appeared
before me, L. R. Edwards, a
notary public, in & for the
county, state aforesaid,
J. C. Parker, Atty for A. C. Friedlin
& C. L. Cleaton trading as
Friedlin & Cleaton, & for J. Ma-
honey & E. Mahoney, trading as
J & E Mahoney & also M. N. Harrison
& made affidavit that C. P.
Collins & C. K. Barodum trading
as C. P. Collins & Co & C. K.
Barodum in his own right,
are indebted to the said J. &
E. Mahoney, who sue for the
benefit of M. N. Harrison,
in the sum of One Hundred
sixty-two & $\frac{7}{100}$ Dollars, which
is evidenced by open ac & is
now due: & to said Friedlin &
Cleaton in the sum of Ninety-
seven Dollars, which is evidenced
by note due June 12th 1889.
And the affiant also make
affidavit that he believes
the said claims are just & that
affiant believes to the best of
his knowledge & belief, that
the said C. P. Collins & Co & C. K.

State of Virginia Isle of Wight Co.,
this 1st -

I J. F. Eley, a Notary Public for the
County of said Isle of Wight, certify
that the foregoing depositions of
J. L. Clifton, Edward Mahony, J. H.
Butler, J. D. Harrison, M. W. Harrison
J. H. Harrison & Edward Rauls and
D. Rauls & J. C. Harrison by admission
of Counsel were duly taken,
sworn to and subscribed before
me at the place and time
mentioned therein and in the
caption thereof, pursuant to the
aforesaid statute. In witness
whereof, I have hereunto set my hand
& seal on this the 9th day of
Oct - 1889 at Counsel aforesaid
J. F. Eley N.P.
I am employed in taking their
depositions Ten (10) hours
J. F. Eley N.P.

Frederick Wheaton & Co.
for & 30m chgs.
as.

Collins & Co. et al.

Depositions.

Came to hand
under seal and
filed Oct. 16th
1889.

State, J. P. Young & Co.

on Saturday before the 3^d Sunday
1889 C.K. Bowden was hauled
up before the Church for selling
liquor and he attempted to
excuse himself by putting the
blame on C.P. Collins whom
he called his partner.

"J.C. Harrison would say that
on the 9th day of March 1889
C.K. Bowden told him that
he was a partner with C.P.
Collins at Carrier V. and
that C.K. Bowden owed him
for a bill due C.P. Collins
& Co.

It is agreed between
the attorneys that the above
note shall be read as
evidence.

J.C. Perkins. atty
for Plaintiff

W.S. Haines atty for C.K.
Bowden

2 a. They were carried by C. P. Collins
to the Storehouse in Carriage
occupied by C. P. Collins &c.
There was three bills used, one of Feb. 21st,
one 1kg & 1 1/2 bbl. Whisky, March 12th two
half bbl. & one 1kg. Whisky. April 10th
three (3) 1kg. Whisky. I thought
~~so far that I thought~~
Harrison was a member of the
firm all the time & that was
why I delivered the goods as I did.
X examination by atty for the Defendant

1 q. Then I understood that so far as
you knew or had heard of - the
time the goods were delivered. W. H.
Harrison was still in the Concern.

2 a I had heard nothing to the
contrary ~~that~~ & further this Defendant -
says not - Edward Kautz

Note

In the absence of Dr. Bowler & J. B.
Harrison a brother of M. N. Harrison
it is agreed that they would state
on oath as follows:

Dr. Bowler " would say that at the
Catholic - Church at - Beaver Dam

Collins & Bowden
they bought - they bought as ^{Collins} ~~Holland~~
~~Bowden~~, bought in the name
of the old firm & I ^{J. H. Harrison} was not responsible
for those goods. The ^{note} bond that
I signed Audlin & Cleator he was
going to pay, that J. H. Harrison ~~should~~
not be bothered, as he C. K. Bowden
would pay all bills

2 g Mr. G. L. Cleator in his testimony
filed in evidence ^{the} note mentioned
in the bill signed by E. P. Collins
& co & endorsed by yourself. Will
you please state who requested. Did
you endorse it & at whose request
2 a I did endorse the note & at the
request of Collins & Bowden.
& further this deponent says
not -
J. H. Harrison
mat.

Edward Rauls being duly sworn
deposes & says as follows.

1 g. Sub - your age residence & occupation
1 a. 71. Sole of Wright - R. R. agent & Harrison
2 g. State what you know about to whom
any goods, shipped between the 9th
of Feb & 10th of April, ¹⁸⁸⁹ by J & E Mackay
from Port. It is marked to M. H.
Harrison Counsel It was delivered

he said that he was a partner
of Mr. Collins, and Mr. Collins
was pushing him up for the
amount, and I told Mr. Borden
that I could not sign it, he
said alright - he did not get
mixed with anyone about
signing, he said that he had
to raise the money as Mr. Collins
was pushing him up. If he could
not raise the money he would
have to come out. On the 11th
day of April he told me that he
had Mr. Byrd fixing up a
bill of sale for him and when
he got that done, and got
Collins signature to it - he would
have him when he wanted him
as he was ~~having~~ having the
things in his own hands.

on the 14th of April I saw Mr.
Borden, Mr. Borden asked
me why I was bothering about
the "Mahoney" matter as all the
good, as was first bought by
Mills M. Harrison was paid for.
The lost goods was bought -

23 q.

Tell all you know about a notice
in the paper about said dissolution

23 a.

I know nothing
and further this deponent says
not

M. H. Harrison

The further taking of these depositions
continued until Wednesday Oct - 9/89
at the same place & between the same
persons.

J. F. Eley M.P.

The further taking of these
depositions occurred on the
9th day of Oct - as above
specified

J. F. Eley M.P.

C. H. Harrison being duly sworn,
deposes & says as follows.

1 q.

State your age, residence & occupation

1 a.

61, Sole of Wyke - Farmer

2 q.

State what you know about the matter

2 a.

The first I know is when Mr.
Borden came to me to sign a
bond. I think it was between
the middle & latter part of March.
He asked me to sign a bond
made by Mills & Holland to go
in. The Farm Bank of Suffolk
to the amount of \$350.

- 14 a. B ~~Can~~ order dated that day.
- 15 q. Where is that - order.
- 15 a. C. P. Collins has the order.
- 16 q. When was it - when you saw it last
- 16 a. In N. C. in his father's house.
- 17 q. How many times have you been to N. C.
to see ~~Mr.~~ "Collins" on this business?
Objected on acct. of disbelieving
- 17 a. Three times (3)
- 18 q. Are you & Mr. Collins very intimate
personal friends
- 18 a. We are not.
- 19 q. You have been over to his father's house
& staid with him three nights -
- 19 a. I have ^{not} been any night.
- 20 q. What newspaper was the dissolution
published in
- 20 a. I have never published any dissolution
- 21 q. Didn't you say you had seen a notice
of the dissolution of C. P. Collins & co.
& that Collins had it published
- 21 a. I did not say I had seen it & that -
if any was published "Collins" published
it -
- 22 q. How did you know Collins published
it -
- 22 a. I don't know that - Collins published
it -

- 7 q What-did They say & which one said it—
- 7 a Mr. Collins said so. & Mr. Bowden said that-he was knowing into-these girls being bought—
- 8 q Did either one ever tell you they had bought—girls in your name.
- 8 a They have.
- 9 q Which one told you so.
- 9 a Mr. Collins told me so.
- 10 q Did C. K. Bowden tell you so.
- 10 a He did & acknowledged the bill
- 11 q You say that—Collins told you he bought—the girls in your name and that—Collins told you at the same time that he told Anthony out to look to you for any bills
- 11 a That—was what—Mr Collins told me.
- 12 q You say that you sued out—Collins on the 5th of February. Did you have any writings whatever
- 12 a Done at—all
- 13 q How do you know it—was the 5th of February.
- 13 a I remember the date—
- 14 q How do you recollect—the date—

- 3 a. Mr. Collins Told me himself in the presence of Mr J H Bowen
- 4 q Tell exactly what Collins did say about buying goods from J & E Mahony
- 4 a. All he said was that - he did buy three bills after we did dissolve Partnership
- 5 q Do you answer the question 4 full & complete & does it - cover every thing which was said by Collins ~~on that~~ as to buying goods of J & E Mahony
- 5 a. He said that - the two bills I bought was paid for ^{all} the bills owing for, was the bills ordered after we dissolved Partnership and he said he told Mr Mahony not to look to me for any bills, as well as I remember this is all he said on this question
- 6 q In one answer you say that Collins said that he ^{Collins} bought goods of J & E Mahony in the next answer you say that Collins said that - question withdrawn.
- 6 q Then from all you know & from all you ever heard Collins or Bowen say, it - was Collins who bought these goods from J & E Mahony
- 6 a. From what both say I think both were equal in buying the goods.

4 q Did you ever receive any goods from
Messrs J & E Mahony shipped by them after
Feby. 9/89.?

4 a. I did not.

5 q Did ^{you} ever authorize either Mr Bowden or
Mr Collins to order any goods in
your name from Messrs J & E Mahony?

5 a. I did not.

6 q Did you ever hear Mr. Bowden say
anything to Mr Collins about having
ordered goods from Messrs J & E Mahony
& if so state under what circumstances
& when & what was said

4 Excepted to.

6 a. I have. It was about the 1st of April
Mr Bowden said he told Mr Collins
that ^{if} he did not mind it - would
bring on trouble ordering goods in
my name, without my consent -

X examination

1 q And what did you do when you heard
that - ~~Consent~~ Statement -

1 a Well, I went to work & tried to have
the goods stopped

2 q Do you know that - Bowden & Collins
bought any goods from Mr. Mahony

2 a. I do

3 q How do you know

partner priorth that time with C.P. Collins. I was a partner with him up to the 9th of Feb 89, at - That date I sold my interest to him, C.P. Collins, and he took all goods, all books, and all claims and he did ~~not~~ become ~~and~~ was to look to me for no further responsibility whatever. He bought three bills of goods from Mr. Mahony without my knowledge or consent. Collins was to become responsible for all debts. Mr. Mahony looks to me for the three bills bought by Collins & Border without my knowledge or consent - & they got the goods out of the ^{R.R.} office, ^{at Cambridge} & made use of them without my consent.

- 3 q. Did Mr. Border ever tell you that he was a partner of C.P. Collins & c.
- 3 a. & if so, state time & circumstances
- He did. he came down to see my bro. who owed him a little bill on the 9th of March at the Saw Mill & asked the myself & his James C. Harrison that he would like to get the little bill he owed him, as he ^{had} become partner of Mr. Collins & they were settling up ^{some} bills

2 q Were not on the 15th January 1889 M. W. Hamlin & C. P. Collins trading as partners in business at Cassile &c

2 a. They were, so far as I know

3 q When did that firm dissolve partnership

3 a I do not remember the date

4 q Did you ever see a notice of dissolution in any paper

4 a. No Sir, I did not

5 q Did not they dissolve partnership on the 1st of April 1889, and was not the notice of dissolution published in some paper?

5 a. I do not know & further this deponent says not

J. D. Morris
Mr. W. Hamlin being duly sworn
deponent & Sayeth

1 q State age Residence & occupation -

1 a. 28. Ice of Wright - Saw Mill Man

2 q State whether you were ever in partnership business with - C. P. Collins & if so when did the partnership cease.

At. Question expected to become leading & because it does not call for the best evidence
Notice for the dissolution of said partnership having been published as we are informed in a newspaper ~~showing~~ showing times of dissolution.

2 a. 9th of February this year 1889, I was a

1. D. Harrison being duly sworn depose and
swear - as follows.

1 q. State age, Residence, & occupation,

1 a. 24. 1st of night, - Farmer,

2 q. State whether or not - Mr. C. K. Bowden ever
told you that he was a member of the
firm of C. P. Collins & Co. & if so about what
time said statement was made & who was
present -

2 a. ^{Ex.} excepted to because leading

2 q. There was no one present - but Bowden
& myself & I do not remember the date
I stopped in the store one day & I asked
him how was business & he said Times
was pretty dull & if he just - has his
money he had invested in then he
would be across the swamp as soon as
possible, it - was soon after Mr. D. Harrison
sold out his interest - I cannot say how
long.

X examination

1 q. on the 1st of January 1889 were Mr. D.
Harrison and C. P. Collins doing business
at Cassell under the name & style
of C. P. Collins & Co.

1 a. Mr. Sir, I cannot say that they were.

J. H. Butler being duly sworn deponent &
saith as follows.

- 1 q. Name, Age, Residence, & Occupation
1 a. J. H. Butler, 50, Isle of Wight, Farmer,
2 q. State whether Mr. C. K. Borden ever told
you that - he was a member of the
firm of ~~C. K. Borden & Co.~~
2 a. I was here at Council on Thursday
before the fourth Sunday in March and
I went up to "Collins' place of business"
and I saw Mr. Borden in there attending
to the Bar. he invited me to take
a ~~drink~~^{drink} with him as he was going up
to dinner and I asked him if he was
clearing for "Collins" he told me he
was not, but he had purchased
one half of the stock & was a partner
with him. I asked these questions
because I had never seen him in there
before. Upon examination of the Calendar
I find that Thursday before the fourth
Sunday in March was the 21st day March
1889 and no one else was present in
the store at the time this conversation
occurred but C. K. Borden & myself and
further this deponent saith not -
James H. Butler

not from J & E Mahoney, but from Mr. N. Harrison, will you be kind enough to explain how J & E. Mahoney can hold a man responsible for goods which he got from Mr. N. Harrison

23 a. It explains itself. The goods were shipped to Mr. N. Harrison who received them we know not.

24 q. Then your position is that - while you don't know who received them and you don't know into whose possession they came still you hold them unknown persons responsible, what say you?

24 a. Provided our goods came in their possession

25 q. Will you please state upon what authority you hold these people responsible?

25 a. Well, I take the ground that it has been represented by ~~undusted~~ parties that the goods came in possession of other parties. I don't know of this of myself only state it from other parties

26 q. When those goods shipped on those dates named on exhibit C?

26 a. I believe they were unless the shipping clerk did not do his duty - and further this deponent saith not -

Edward Mahoney

The witness requested his deposition to be read before signing & after being read stated all O.K.

19 q Then you do not know whom your house holds responsible for the debt named in the bill of complaint - as being due to J & E Mackay, Pat's. V. A. Is that correct?

19 a. Yes I do.

20 q If you do know please state

20 a. I know G. H. Harrison M. H. Harrison & all others who became in possession of our goods.

21 q Then every person who took a drink of your Whisky, shipped as you have stated is responsible to your firm for that debt - This sounds a little strange, but it is exactly & logically stating your position

21 a. I deny the facts - self-facts - in the way of ~~franchises~~, holding people responsible who drink the liquor, but I do hold any party whom it came in possession, and is carefully bound to pay for the same.

22 q You have shown that - your house holds M. H. Harrison G. H. Harrison & all others who came into possession of your goods responsible for the same. Now upon reflection do you not wish to modify, change, or correct that statement?

22 a. I do not see that - I should as they got value received

23 q But - if you own ^{of complaint -} bill states the truth the party who received those goods, got - value received

- included in exhibit - c
- any goods, did he not do so as the friend or agent - of M. H. Harrison
- 14 a. He did not represent himself as friend or agent -
- 15 - g. How then did he represent himself
- 15 - a. I have no recollection of how he represented himself
- 16 g. The bill of goods as made out on exhibit - c is now handed the witness & he is asked to read it - and to tell how he can swear that it is true & correct - if he does not know who bought the goods -
- 16 a. I never distinctly Jan'y 15th purchased of J. H. Harrison for his son, and an order of Feb 7 by M. H. Harrison according to my recollection \$56 ²⁵ - Three other items I having the last sold were purchased in person, and which regards as being able to swear to; I take P.S. for shipments - we hold J. H. Harrison responsible
17. g. Name each and every person you find holds responsible for the payment of the goods.
- 17 a. I find all concerned
- 18 g. Who are concerned so far as you know of your own knowledge.
- 18 a. ~~As~~ as a matter of fact I do not know who is - concerned.

12 q In question on examination in chief it is assumed that Collins made some payment or payments on the bill of goods herein filed and at the same time said Collins ordered or purchased other goods, Now please state whether you mean to say that Collins ordered goods for M. N. Harrison, or do you mean that he probably ordered goods for C. P. Collins & Co or do you mean that he ordered goods for himself

12 a. I have some recollection of his paying some money, but - as I have before stated I do not know who purchased the goods

13 q Do you mean to say that you charged goods to M. N. Harrison, J. H. Harrison ^{or others} without knowing who purchased the goods - Please explain

13 a. Yes, it is done every day

14 q I do not mean to ask who ordered goods, whether it was done by mail or otherwise, but ^{what} I wish to know is did not you firm ~~sell~~ sell all these goods - to M. N. Harrison with J. H. Harrison ^{or any one else} responsible - that if Collins ^{or any one else} ordered

6 q. A minute ago you were reading from a paper which by your permission is herewith-filed marked exhibit-C. I understand that it explains how the goods are charged on the books and that you presented bills for said goods to M. N. Harrison or J. H. Harrison one or both of them. am I not-Correct?

6 a. I sent bills by mail to either of them or both of them

7 q. Did you send any bill to anyone else

7 a. ^{except J. H. & M. N. Harrison on acct of said mentioned on exhibit-C.} I have no recollection of doing so.

8 q. Please state anything you may know connecting C. K. Bowden with your debt.

8 a. I have already stated all I know about the matter

9 q. Then am I to understand that he is not connected in any manner with your debt?

9 a. I cannot answer that

10 q. So far as you know of your own knowledge is he connected with your debt?

10 a. Not to my knowledge.

11 q. Do you know who constituted the firm of C. P. Collins & Co. at any time

11 a. I cannot say I do.

for your debt. Please state ^{and all} any facts
which you may know by which
said C. K. Bowden became & responsible
to your firm

2 a. I cannot answer that -

3 q. State whether or not your firm
knows C. K. Bowden in connection
with the bill of goods which you
have itemized

3 a. Only as far as C. P. Collins stated
that he had sold to Bowden

4 q. You did not sell any goods to C. P.
Collins nor did you cr. him with
any goods nor did you look to
him to pay for any goods, but you
sold the goods you have named to
J. H. Harrison and M. N. Harrison and you
looked to them for payment, is this
not correct?

4 a. In answer as I have before stated I
do not know who purchased the goods,
but we looked to J. H. Harrison for
payment -

5 q. To whom were the goods you have ~~charged~~ ^{stated}
~~itemized~~ in your examination in chief
charged on the books of your firm

5 a. They are charged to M. N. Harrison, & J. H. Harrison
responsible

attention to the matter as we feel -
that - the goods were sold to -
G. H. Harrison

3 q

You have stated that you do not
recend - who paid last three
items on Cr. side of the bill
but - that - whoever paid them
ordered that more goods be shipped
on that - bill; knowing Mr.
Collins as you did, had he made
the payments mentioned on said
bill of M. H. Harrison, and at same
time ordered other goods on said
bill would you have shipped the
goods to Harrison

Ex.

excepted to.

3 a

Yes I would.

X examination

1 q

More than order verbal or written,
refusing to the order made by
Collins, and if written please
produce them

1 a.

one order within Feb 7/89. all
others verbal. I have not got it
with me.

2 q

In the bill of Complaint - filed by
yourself & others you distinctly alleged
that C. K. Bowler is & or was a partner

E. Mahony being duly sworn deposes
and saith - as follows.

1 q. I state what you know about the matter
1 a. on the 15th Jan'y 1888 J. H. Harwin
bought a bill of goods from us
amounting \$134.⁷²₁₀ he J. H. Harwin
stating that he would be responsible
for that bill and all other bills
that might be ordered by Mr. J. H. Harwin,
his son. and on Feb 7th 89. bill of
\$56.²⁵; and Feb 19th 89 bill of \$56.⁸⁷₁₀
Mch 11th 89 bill of \$80.⁸⁷ April 10, 89
\$39. on Jan'y 14/89 By cash \$20 -
paid by J. H. Harwin on Feb 18/89. \$60
that - I do not know who was paid
by. Mch 11/89 \$50. April 9/89 \$75 - I
do not know who paid the three
last payments but - whenever such
and good I believe paid the amounts -

2 q. Did you know C. P. Collins at the
time the last - there item in
the bill was made & did you know
whether or not he was connected
with - M. W. Harwin in his business
at - Counsel either as Clerk or
other wise

2 a. Yes I had him Collins, say he was
a partner, but - did not pay any

20. q Did you intend to release M H Hanson from his obligation as an original member of the firm of C. P. Collins & Co.

20 a No. I still ^{held} him responsible. I held them all responsible -

21 q Did you not accept \$100,000³⁰ in currency and the note filed in these depositions ^{vs. C. P. Collins & Co} in full settlement - of your debt - on the 11th April 1869

21 a. I did

Re-examination
1 q ^{or did not} Did Mr Collins request - Mr Bonden to sign the note for him

Ex. excepted to begin leading because trailing and because it is a matter fully brought out - on the examination in chief.

1 a He did not -

2 q ^{or did not} Did you understand him to sign it - as a member of the firm -

Ex. excepted to for same reason as stated in connection with last question - and for other reason appearing on face of the question

2 a I understood him as signing the note as a member of the firm of C. P. Collins & Co as he told me he was a member of the firm of C. P. Collins & Co; and further this deponent says he not -

J. L. Latham

Money from the bank

15 q. What - arrangements did you understand had been made

15 a. I go in business together and Mr. Bowden get money from the bank to put in the firm

16 q. Please tell who was present - when Mr. Bowden said he was a member of C.P. Collins or

16 a. G.L. Cleaton & Mr. C.K. Bowden

17 q. How was you paid the \$100³⁰₁₀₀ by check or in currency.

17 a. In currency by Collins, and Bowden wrote signed the note (C.P. Collins & Co) as appear on its face. all three of us standing at the same desk

18 q. Do you ^{know} anything else except what you have already stated about C.K. Bowden being a member of the firm of C.P. Collins & Co? If so state it

18 a. I know nothing else.

19 q. Did you desire to exchange M.W. Hainson for C.K. Bowden as one of the parties responsible for your debt.

19 a. I cared not - I looked to Mr. C.H. Hainson to pay the note; if Collins & Co failed to do it -

business with - Mr. Collins and would
pay the acct. as soon as he got the
money from the bank.

13 q I do not ask anything about
making arrangements or paying the
money, but - I ask whether or not
your partner told you that C
K. Bowden had not at that
time entered into partnership
with - C. P. Collins, Please tell
me that -

13 a. Yes I do not recall -

14 q Will you please read your answer
your answer to question #2 on
examination and state if you did
not deny - the word, to indicate
the word ("not") on the 8th line
of said answer and between the
1st & 2nd words, & if that answer was indicated by

14 a. The answer was read to me and the idea
to the question I wanted to convey
was this. That - Mr. Bowden had
made his arrangements with - Mr.
Collins to be a member of the firm
of C. P. Collins & co, but - the trouble
then was he could not pay the
acct because he had not got the

10 & 15-day, previous to the transaction
11 q You have said that 11 or 15 days
prior to the 10th of April your partner
saw C.K. Bowden at - Cassier and
that - it - was the 1st time you
knew C.K. Bowden in the transaction
and that - at - that time C.K. Bowden
was not a member of C.P. Collins
or but - was making arrangements
with - the bank or some body else
to go into - business with - Mr. Collins
am I not - correct - and if not correct,
please correct me.

11. a. I do not - know whether he was a partner
of C.P. Collins or no. at - that - time
because I was not - here & I do not -
know. My partner told me that
when he returned from Cassier
that - Mr. Bowden had made
arrangements - to go in business
with - Mr. Collins and would
pay our acct. as soon as he
got - the money from the bank.

12 q Did not - your partner tell you that
C.K. Bowden was not then a member
of the firm

12 a. My partner told me that Mr. Bowden
had made arrangements to go in

as he gave me no written notice
he gave me a verbal notice that he
had sold out to C. P. Collins & I think
it - was just - before the 10th of April.
it - may have been on the 10th of April
or it - may have been before that time
I do not remember -

6 q. Whom did you hold responsible on
the firm's debt up to the time the
note was given.

A. A. Y. H. Harrison

7 q. To whom did you under bill

7 a. C. P. Collins & Co

8 q. of whom was that - C. P. Collins & Co
Compound.

8 a. W. H. Harrison & C. P. Collins

9 q. You did not then hold C. K.
Bowden responsible at all.

9 a. I could not - then as he was
not - a member of the firm
at that date.

10 q. I understand that you did not -
know C. K. Bowden in the transaction
until the 10th of April 89, or 10
or 15 days prior thereto - at the
time you have said your partners saw
him

10 a. I knew Mr Bowden in the transaction

bank and would pay the debts as soon as he got his arrangements completed and then Collins came down and told us they had made their arrangements to go in business together and to come up and get our money.

3 q. With this information will you please state why you started to the residence of M.D.M. Harrison

3 a. Mrs Collins claimed that M.D.M. Harrison owed them a bill and wanted me to go with Mr. Bowler to see if he would give them money to pay their bills they could pay us.

4 q. During the time when you sold and shipped the goods which constituted the consideration of said note who then composed the firm of C.P. Collins &c. or to whom were the goods originally sold and shipped?

4 a. The 1st bill I sued Mr. M.D. Harrison for C.P. Collins &c. they afterwards ordered several other bills which was shipped to C.P. Collins &c. upon the order of Collins &c.

5 q. When did M.D. Harrison cease to be a member of the firm

5 a. I cannot tell you, as to the date

The note was not paid as promised
but was protested when it came
due. after which I put it in the
hands J. C. Parker atty for Collection.
The original ^{over} of which I have been
speaking, is herewith filed as
a part of my deposition.

Cups, examined by W. S. Head
att for C. K. Bowden

- 1 q When did you first see C. K. Bowden
1. a. on the 10th day of April 1889.
2 q Prior ^{to} that day had you known
or heard of C. K. Bowden as a
member of the firm of C. P. Collins
or
2 a. My father was up here to Cassier
about 10 or 15 days prior to that
time. he saw Mr. Bowden and
Mr. Bowden told Mr. Headlin
that he had made some arrangements
with the bank for money to
pay this acct. at that time he
had ^{we} entered into Copartnership with
C. P. Collins but they had made
their arrangements to go on business
together & he expected to pay this acct
as soon as he got the money from the

29 State what you know about this matter

29. I sold C. P. Collins & Co goods to the amount of one hundred ^{and} thirty - seven ³⁷/₁₀₀ or dollars at different dates. The bill became due "Collins" came down to see me about it - and requested that I come up here to Council to collect it - I came to Council on the 10th day of April, 1889, and saw "Collins & Bowden" and Mr. Bowden took me out on buggy - to Mr. C. H. Harrison and on the way I asked Mr. Bowden was he a member of the firm of C. P. Collins & Co, he told me he was of C. P. Collins & Co, and when we returned to the Store I asked "Mrs Bowden & Collins", who were both together, for a bill - and they gave me on the acct - one hundred dollar & thirty cts, a note payable at the bank of Pals for \$97 - endorsed by C. H. Harrison signed by C. K. Bowden. Then Mr. Bowden & Mr. Collins promised me payments on that note in small amounts at different times until the note was paid

Pursuant to adjournment the taking
of these depositions is resumed and
begun at the said office of J. F.
Ely in Corroille Isle of Wight County
Va this 3rd day of October 1889.

Present J. B. Parker atty for Pltffs
" W. S. Hall and atty. for C. K. Bow-
den as an individual defendant,

L. L. Clendon being duly sworn, deposes
and saith as follows:

1.9

The introduction of this
witness and all other witnesses is exacted
to for insufficiency of notice, for
the reason that no sufficient service
of this process to answer the bill
has been made and for the
further reason that said bill of
complaint is not sufficient in
law and for other reasons.

1.9

~~What is your~~ name, age & occupation
& residence

A. L. L. Clendon 36 yrs old. Merchant-
residing in Petersburg - Va

The depositions of Y. L. Clatam
& others, taken before me, J. F.
Elley, a notary public for the
county of Isle of Wight, pursuant
to notice hereto attached, at the
office of J. F. Elley, in Cornwall
on the 26th day of Sept- 1889
a^y, between the hours of 6. a.m.
& 6 p.m. to be read in evidence
in behalf of the plaintiffs
in a certain suit in equity
pending in the Circuit
Court of Isle of Wight Co. Va
wherein Friedman & Clatam &
J. E. Mahoney for the benefit
of M. N. Morrison, are plain-
tiffs, & C. P. Collins & Co. C. H.
Bowden & Halland & Co are
defendants

Printed. J. C. Parker atty for
plaintiffs.

An motion of plaintiffs atty
& for cause appearing, it is
ordered, pursuant to said notice,
that the taking of said depo-
sitions be continued until
the 2nd day of October 1889,
at the same place & between
the same place & hour

Geo. E. Parker
Receipt for
note, delivered
by order of Cir.
Ct.

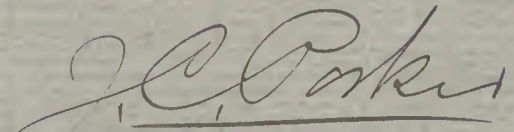
Filed June 19/91
H. J. [unclear]

RECEIVED FOR PROSECUTION
JUN 19 1891

RECEIVED FOR PROSECUTION
JUN 19 1891

Franklin, Va. June 18th, 1891.

Received of N.P. Young, Clerk of the Circuit Court of Isle of Wight County
one note for \$97. the property of Friedlin & Cleaton, it being a part of the
papers in the chancery suit of Friedlin & Cleaton vs. Collins & Co. I being
authorized to withdraw said note from said papers by order entered in said
case on the 25th of May 1891.


Attorney for Friedlin & Cleaton.

Broaden^r

odr. $\frac{1}{2}$ Rice
 $\frac{1}{2}$ coals

Friedlow & Cleaton
Cal.

Fife^r dr.

July 15. /91

C. K. Bowden et al, Freedmen, Cleaves & Co

Atto. fees 15.00

Clerk Cir. Ct. fees 2.49

Refn. costs \$ 17.49

Bowden et al,
vs

Charles & Chatham vs et al,

Deceit

In vacation

June 12th 1889

Charles vs et al cont
of sale of my the land
will please enter
this decree.

C. W. H. C.

This decree never
comes to my hands
to be entered until
after the said was
disinformed

N. P. H. H. H. H. H.

C. K. Bowden and Halland & Co., J. P. Collins
Ads

Briedlin & Cleaton & J & S. Mahoney who sue for
the benefit of N. H. Harrison:

This cause came on this
day in vacation in the city of Norfolk
upon notice and the defendant C. K.
Bowden having filed his bond in
the penalty of six hundred dollars
with R. L. Bowden and Mills & Halland
as surety payable to the plaintiffs
and conditioned for the faithful ^{performance} of any
and all decrees made or pronounced
in ~~said~~ this cause at any time here-
after, and upon motion of said C. K.
Bowden, ^{one} of said defendants the court
doth adjudge order and decree that
Halland & Co. pay to said C. K. Bow-
den any and all money in hand
as if no attachment had been
served on said firm and a copy
with clerk's certificate ~~of said~~ ^{of this} decree shall be authority for
said Halland & Co. paying said money
due to or in hand for C. K. Bowden for
a stock of goods as set out in the
bill and all other questions and matters
herein are expressly reserved for further
consideration. The clerk not to enter

Not been given

Enbellein Reotin & Co et al.
vs. Σ

C. P. Collin & Co et al.

Clerk civ. Court of Sale
of Wright County will
enter this decree.

C. W. J.

June 2^d 1891

Entered

Friedlin & Cleaton et. al.,

vs.

C. P. Collins & Co.

This cause came on this day to be heard on the bill, answer, ~~memoranda~~, exhibits and depositions filed and was argued by counsel by per plaintiffs and defendants, on consideration whereof the court doth adjudge order and decree that the attachment sued out in this cause be and the same is hereby abated and this suit dismissed with costs to B. K. Bowden and Holland & Co. The Court being of opinion from the ~~evidence~~ record including depositions filed that the said attachment was issued on false suggestions and without sufficient cause;

and on motion of ^{J. B. Porter} ~~Friedlin~~ ^{Friedlin} ~~et al.~~ ^{for} Cleaton ^{is} allowed to withdraw the note made by C. P. Collins & Co. and endorsed by J. H. Harrison leaving with the Clerk of this Court his receipt therefor to be filed in the papers in this cause, which note is worth \$.

Memo. for
Dist.

Collins & Bowden to Jas. F. Rose
Constable, & order him (as per
section 2964 O. C.) to attach the stock
of goods at Corvaille now in
hands of Halland who sold them by
Bowden: direct summons as
J. V. Halland to J. W. Oliver Const
in Franklin, & order him to
attach any debt due by J. V. Halland
^{as Halland who}
to C. K. Bowden. (on back of summons
as per 2964) & also if Plaintiff give
bond, order him to collect said
money when due. which will
be Friday the 18th May 1889.

J. C. Parker T. G.

May 14. 1889 Recd. & accepted
with ord. of Court H. J.

To the clerk of the Circuit Court of
Sole of Wright Co. Va

A. C. Freedlin & G. L. Chaston
trading as Freedlin & Chaston
+ J. Mahoney & E. Mahoney, } Plffs.
trading as J. & E. Mahoney,
who are for the benefit of M. H. Harrison
as

C. P. Collins & C. K. Bowden }
trading as C. P. Collins & Co. } Defs.
C. K. Bowden individually -
J. V. Holland, trading as
Holland & Co

Issue summons in Cha
returnable to 1st Rules in June
1889. Direct summons against

Why do F & M & Co. et al see for
the benefit of M, A, Harrison? The
Bill discloses no disability on the
part of M. A. Harrison, is he a
lunatic, idiot, ? The bill dis-
closes the fact that M. A. Harrison
has no interest at all in the
matter. - - - - -

See bill - in reference to goods ordered
without his knowledge.

Franklin Cleator & Co

vs

L. R. Bowden & Co

A note of argument

Franklin, Cleston & Co. ex. or.
vs.
C. P. Collins & Co. ex. or.

A note of argument -

A motion to quash:

1 General rule of construction in attachments:

2 A debt due by ^{dependent} Halland & Co to ^{C.K.} appt. Boardman
not to ^{of} Collins & Co is attached - See
endorsement on Summ. & service by J. W. Oliver
Const. See also Code 87 Sec. 2864
on top of page 713 as to which defendant
"The debt must be due the apt. against
whom the claim is" - Evidence
proves no debt against C.K. Boardman
at all as due the appt. See evidence.

3 Grounds of attachment - See and analyze
affidavit (1) The ground 1 Sec. 2959 clause 3rd
applies only to debts or property due
or belonging to C.P. Collins. (2) The
other grounds embraced in section
2959 clauses 4 & 5 included in the
affidavit - on this ground fraud
must be proved - not simply alleged.
There is no evidence even attempting to
prove fraud!

4) Demurrer - C.P. Collins is not summoned
and order of publication has been made
or executed - See Sec. 3232 summons
be served - not a paper - or dead summons.

Worcester Exhibit "C"

STATEMENT.

Portsmouth, Va., Oct. 1, 1889

Mr. M. N. Harrison, Barrville, Va

T. H. Harrison Responsible

To J. & E. MAHONEY, Dr.,

WHOLESALE LIQUOR DEALERS,

Nos. 11 and 13 High Street.

1889

		To Balance			
Jan	15	" Mlse. as per Bill rendered,	134	72	
Feb	7	" "	56	25	
	19	" "	56	87	
Mar	11	" "	80	87	
April	10	" "	39	00	\$367 71
Jan	14	By Cash	20	00	
Feb	18	" "	60	00	
Mar	11	" "	50	00	
April	9	" "	75	00	205 00
		Balance due			\$162 71

Above find Statement of Account due, amount of which please remit, or if preferred, will draw on you at sight, on the inst.

Hoping to hear from you with remittance at once, we remain,

Very respectfully yours,

J. & E. Mahoney,

Per

In the clerk's office of the county court of
Isle of Wight county, April 12th 1889, this deed
was received and with the certificate annexed
admitted to record.

Teste N. P. Young clk
for N. P. Young D.C.

Attest N. P. Young Deputy
for N. P. Young clk.

C. P. Collins
To J. J. Ward of W. Va.
C. H. Bowden

Attest

This Bill of Sale made and entered into
this 10th day of April 1889, between C. P.
Collins of the first part and C. K. Borden of
the second part, both parties of the county of
Isle of Wight, state of Virginia, Witnesseth:
that for and in consideration of the sum of Five
Hundred Dollars, in hand paid, and receipt
is hereby acknowledged, the said party of the first
part does bargain and sell, transfer and deliver
unto the said party of the second part all the
goods, fixtures, book accounts and other evidence
of debt due and belonging to the said party of the
first part, growing out of the business heretofore
carried on by him, and contained in the store
house at Cammille Va. together with lease
of present property for unexpired term of lease
said party of the second part paying the rent.
And the said C. P. Collins covenants that
he has the right to convey and sell the said
property to the said grantee, and that he will
execute such further assurances of the
property as may be requisite.

Witness the following signature and seal.

C. P. Collins

Virginia

County of Isle of Wight ³ to-wit:
I A. T. Byrd a notary public in and for
the said county in the state of Virginia do
certify that C. P. Collins whose name is signed
to the writing above bearing date the 10th
day of April 1889 has acknowledged the
same before me in my county aforesaid.
Given under my hand this 11th day of April 1889.
A. T. Byrd Notary Public

C. K. Bowden stuy
To $\frac{3}{4}$ Dec of 73. Ds.
R. L. Bowden

Copy

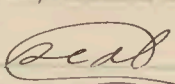
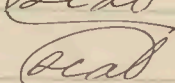
In the clerk's office of the county court of
Isle of Wight county April 24th 1889, this
deed was received and with the certificate
annexed admitted to record.

Teste N. P. Young clk
per N. F. Young D.C.

Attest N. F. Young Deputy
per N. P. Young clk.

party of the second part, in accepting this deed, assumes the payment of the residue of Five Hundred and Forty Dollars and eighty five cents, and when said deed of trust is satisfied, said Holland shall make a release deed for the property to said party of the second part, together with all and singularly the appurtenances belonging to the same.

The said C. K. Bowden covenants that he has the right to convey the said land to the said grantee, that the said grantee shall have quiet possession of the said land that he has done no act to encumber the the said land except as above mentioned and that he will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals
C. K. Bowden 
Nora C. Bowden 

Virginia

County of Albemarle, to wit:

I, A. T. Byrd, a notary public in and for the said county in the state of Virginia do certify that C. K. Bowden and Nora C. Bowden, whose names are signed to the writing above, bearing date the 23^d day of April 1889, have acknowledged the same before me in the county aforesaid. Given under my hand this 23^d day of April 1889.

A. T. Byrd

Notary Public

This Deed, made the 23 day of April, in the year of our Lord one thousand eight hundred and eighty nine, between C. K. Bowden, and Nora C. Bowden his wife of the county of Isle of Wight in the state of Virginia of the one part, and R. L. Bowden of the county and state aforesaid of the other part, Witnesseth, that in consideration of the sum of Twelve Hundred and Fifty Dollars (\$1250.) the said C. K. Bowden and Nora C. Bowden his wife do grant with general warranty unto the said R. L. Bowden and to his heirs and assigns forever, the following real estate and personal property to wit: one lot or parcel of land lying in Windsor magisterial district in Isle of Wight county and bounded on the south by the lands of R. D. Carson, on the east by the lands of G. G. Pearce, on the north by the lands of J. D. Council and James Vaughan, on the west by the lands of J. T. Bradshaw and Ethelbert Rawls and containing eighty six acres (86) more or less, and known as a part of the Andrew Lester farm, one (1) cart, and one (1) pair cart wheels, one (1) buggy, one (1) bureau, one (1) table, one (1) peanut planter, one (1) cultivator, and one (1) plow; the above mentioned real estate being now subject to a deed of trust for the benefit of M. H. Holland Sr. for Six Hundred and Ninety Dollars and eighty five cents, said deed of trust subject to a credit of one Hundred and Fifty Dollars, and the said

Harrison M. W. Jr.

to

{ *Attendant*
~~INUNSTON~~ BOND.

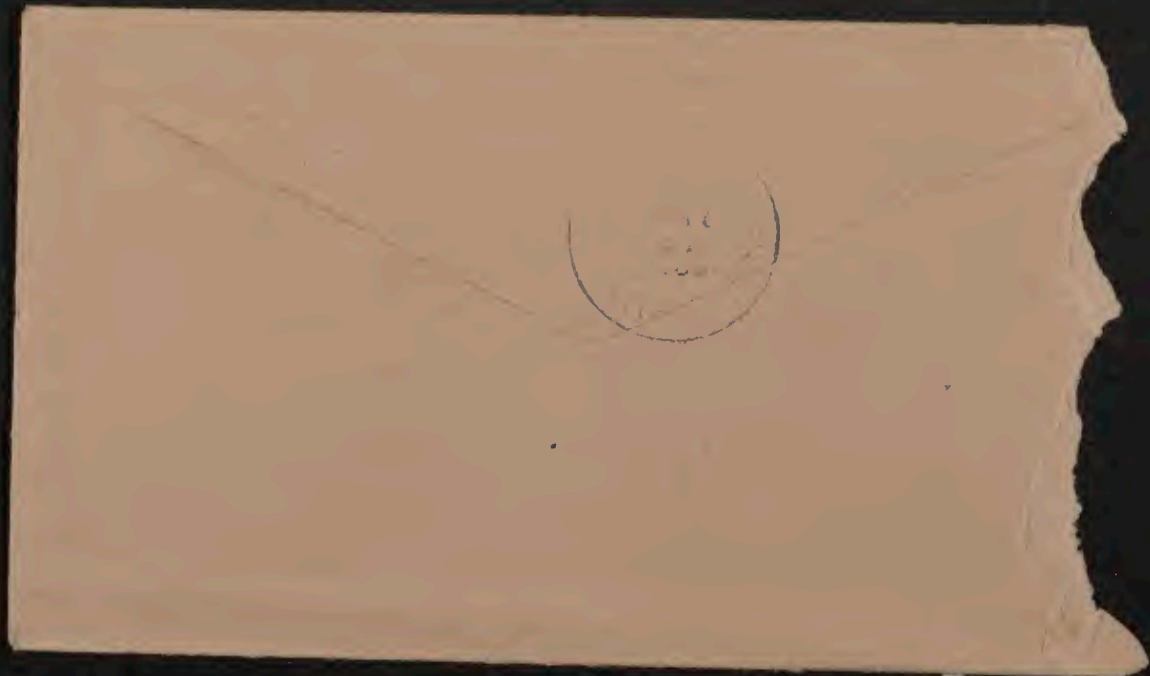
Commonwealth

Filed 14. May 1889.

Clerk.



W. L. Hallard, Esq.
Windsor,
Pa





J. C. PARKER.

Attorney at Law, and Commissioner of Accounts

OF THE

COUNTY COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

Franklin, Va. May 25- 1889

W. S. Halland, Esq.,
Windsor Va.

My dear Sir:

Your notice sent by Mrs Rose
To hand: we have a good case & cannot
afford to run the risk of losing it by
going into motions hastily: therefore
we must insist on the notice
required by section 2981, & consequent-
ly will not go to Norfolk on wed-
nesday the 29th, please when you
give further notice, set it for some
other day than Monday or Saturday,
as I guess both of us are usually
busy on those days: any other day
in the week. If next any week. will
suit me.

Yours very truly,
J. C. Parker



COURTS:

ISLE OF WIGHT, NANSEMOND,
AND SOUTHAMPTON.



OFFICE OF

W. S. HOLLAND,

Attorney at Law and Notary Public,

Windsor Station, Va., May 27th 1889.

Mr. J. C. Parker Atty.

Dear Sir,

Your letter came and was noted. You misapprehend my notice. I do not purpose going into the merits at all, but I desire to give a bond and good security in the penalty of say \$600 under sec. 2972 and 2974. No such notice is required for this purpose. I trust you will go on Wednesday as suggested in the notice. Wire me if you cannot write in time, but if in your office you can write, a letter mailed tomorrow in Franklin will reach me in time.

Yours Truly

W. S. Holland

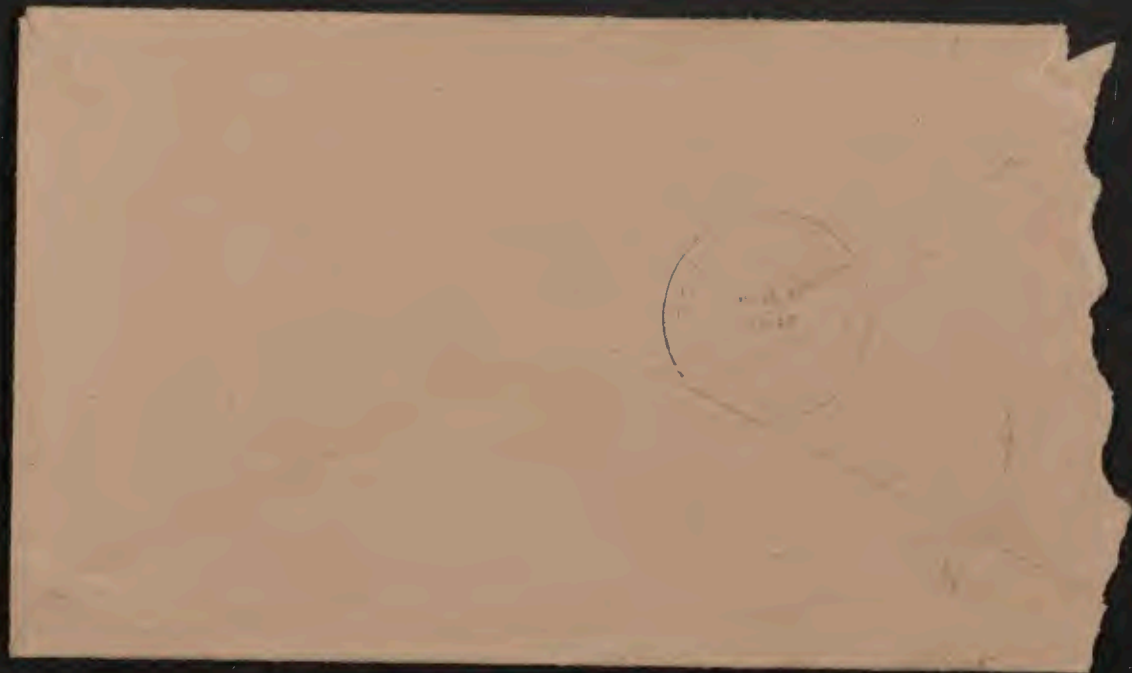
A Copy
Esq. O. S. Chapman.



W^r S^r HOLLAND^r ESQ^r

WINDSOR^r

VA^r





J. C. PARKER.

Attorney at Law, and Commissioner of Accounts

OF THE

COUNTY COURT OF SOUTHAMPTON COUNTY, VIRGINIA.

Franklin, Va. MAY 28TH. 1889

W. S. HOLLAND, ESQ.

WINDSOR VA.

DEAR SIR,

YOURS OF THE 27TH TO HAND AND NOTED. YOUR NOTICE READS " MOVE TO DISCHARGE SAID ATTACHMENT, ETC " I WENT BY THAT ALONE, AND NOT YOUR INTENTIONS. I CANNOT GO TO NORFOLK TOMORROW. I WOULD DO SO WILLINGLY, JUST TO OBLIGE YOU IF FOR NO OTHER REASON, BUT THERE ARE TWO REASONS WHY I SHOULD NOT. THE FIRST IS A LEGAL ONE, THAT IS, YOU DO NOT GIVE US SUFFICIENT NOTICE OF WHAT YOUR REAL INTENTION IS, I HAVING JUST RECEIVED YOUR LETTER. THE SECOND IS THAT IT IS USELESS FOR YOU TO PUT US TO THE EXPENSE OF GOING TO NORFOLK TO APPEAR BEFORE THE JUDGE IN ORDER FOR YOU TO ASK PERMISSION TO BE ALLOWED TO GIVE A BOND, WHEN YOU CAN UNDER SECTION 2972, GIVE BOND BEFORE THE OFFICER SERVING THE ATTACHMENT, CONDITIONED TO PERFORM THE JUDGMENT OF THE COURT. IF YOU GO TO NORFOLK, YOU WILL STILL HAVE TO GIVE THE BOND BEFORE THE OFFICER, AS SECTION 2972 REQUIRES IT TO BE GIVEN BEFORE HIM " IN EITHER CASE " I SUPPOSE

THAT YOUR OBJECT IS TO GIVE SUCH BOND AS WILL ALLOW BOWDEN TO
COLLECT THE MONEY IN THE HANDS OF HOLLAND & CO. IF SO, THEN
" IN EITHER CASE " WHETHER YOU GO TO NORFOLK OR NOT, THE BOND
MUST BE GIVEN BEFORE T.W. OLIVER WHO SERVED THIS ATTACHMENT. I
CONCEIVE THAT IT IS ONLY NECESSARY TO GO BEFORE A JUDGE WHERE
THE OFFICER REFUSES TO ACCEPT A BOND. IN THIS CASE WE ARE WILL-
-ING TO ACCEPT ANY BOND THAT IS UNQUESTIONABLY GOOD.

PLEASE LET ME HEAR FROM YOU IN REGARD TO IT.

YOURS VERY TRULY,

J. P. Parker

N. P. YOUNG,
CLERK OF COURTS,
ISLE OF WIGHT CO., VA.

Recd of Mr. Holladay
5-22-89

Inc. 100
cents



Mr. Geo. S. Holladay

Attn. at Law

Windsor
Isle of Wight Co.,
Va.

50515



Executed this 25th
day of May 1889 By
delivering a true
copy of the within
to J. C. Parker

J. J. Rose
const

const fas 50 cts
Postage 2

To J. B. Parker attorney for the plaintiffs
in A. C. Friedlin & T. L. Cleaton trading
as Friedlin & Cleaton and J. & E. Mohary
& E. Mohary trading as J. & E. Mohary
who sue for the benefit of M. N. Harris
vs Collins & Co. C. K. Barden indi-
vidually & Halland & Co.

Please take notice
that on Wednesday May 29th 1889
at 3 o'clock P. M. in the city of Norfolk
before the Hon. C. W. Hill I shall
move the said Hon. C. W. Hill judge of the
said Court of Isle of Wight County to
discharge said attachment &c.

W. S. Halland

att. for C. K. Barden

Bowditch et al.
adv. $\frac{1}{2}$ Bond,
Middleton & Co.
for 10

//
Filed 26, July 1889,
Teste, A. O. Young co

Virginia:

County of Isle wight, to wit:

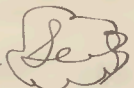
J. A. T. Byrd a Notary ^{Public} ~~a Justice~~

of the ~~pena~~ in and for the County of Isle
of wight in the State of Virginia do certify that
C. K. Bow den, R. L. Bow den and Miles H.
Hall and whose names are signed to the
above bond in writing dated May 24th, 1889
acknowledged their said signatures before me
in my said County and I further certify that
in my opinion the said parties jointly are
ample and sufficient security for the penalty
of the bond. Given under my hand
this 26th day of July, 1889.

A. T. Byrd J. R.
Notary Public

and T. V. Hall and Trading as Hall and & Co.
and at the time of the institution of said suit
or afterwards and while said suit was pending
upon affidavit filed an attachment was
sued out of the clerk's office of said
court of said county and has been levied
on a stock of goods at Consville in the
hands of Hall and & Co. and upon a
debt due by T. V. Hall and as Hall and & Co.
and whereas the said C. K. Bowden desires
to collect the said debt due by Hall
and & Co. to him. and desires also that
said stock of goods be released and relieved
of the lien of said attachment:

Now if the said C. K. Bowden or any
one else for him shall faithfully perform
of any and all decrees of the said court
made, ^{pronounced} or entered in the said chancery
suit at any time, ^{if in favor of the Plaintiff} then the above obligation
to be null and void, otherwise to remain in
full force and virtue:

C. K. Bowden 

C. L. Bowden 

Wm. H. Hall and & Co. 



To C. P. Caccius & C. K. Bowden
trading as C. P. Caccius & C.
K. Bowden. individually &
Y. V. Halland, trading as
Halland & Co

Please take notice that
on the 26th day of ~~November~~^{September}
1889, at Consville Ga. in the
office of J. F. Elley, between
the hours of 6 a.m. & 6 p.m.,
we will proceed to take the
depositions of Y. L. Clayton,
J. & E. Mahoney, & J. D. Horican
sattens. To be read as evidence
in our behalf in a certain
suit in Chancery now pending
in the Circuit Court of the
County of Wright - Ga. wherein we
are plaintiffs & you are
defendants. And if from
any cause the taking of
said depositions be not ~~then~~
commenced or finished on
that day, then the taking will
be continued ^{at gauge fence} from day to day until
they are finished

J. C. Parker, atty
for Fielding Clayton, J. & E.
Mahoney & Mr. R. Horican

Fredlin Tolson it also
 Noted to
 take depositions
 C. P. Collins Tes. it also

Virginia. Sale of Wight-Co. Towel.
 Pursuant to the within
 notice. J. C. Parker atty for the plaintiffs
 + ~~attly for C. K.~~
~~Bowden~~ one of the defendants,
 in the case therein mentioned.
 appeared before me in my office
 at Counsell Va. on the 26th day
 of Sept-1889 at 9³⁰ o'clock a. m.
 on motion of J. C. Parker, atty for the
 plaintiffs, for cause appearing.
 it is ordered that the taking of
 said depositions be continued or
 postponed until ~~Wednesday~~ the
 2^d day of Oct- 1889, at the
 same place between the same hours.

Executed This 18th
 day of Sept 1889 By
 delivering a true copy
 of the within to
 C. K. Bowden

John D. Rose

Court
 I hereby acknowledge
 receipt of the within
 notice. Sept- 28th 1889

J. B. H. March
 J. F. Eley N.P.

To C. P. Collins - C. H. Bowden
trading as C. P. Collins & Co.
C. H. Bowden individually
& J. V. Kalland, trading as
~~XX~~ ~~XX~~ Kalland & Co.

Take notice that on the
26th day of September 1889,
at the Office of J. F. Eley, at
Covington La. between the
hours of six A. M. & six
P. M. of that day, we will
proceed to take the depositions
of J. L. Clouston J. & E. Mahoney
J. D. Morrison partners, to be
read in evidence in our behalf in a
suit in equity depending in the
Circuit Court of Isle of Wight
Co. Va. in which we are plaintiffs
& you are defendants, and if
from any cause, the taking of
said depositions be not comman-
ced or completed on that day,
the taking of said depositions will
be adjourned & continued from
time to time, at the same place,
& between the same hours, until
they are completed.

Respectfully,
Friedlin Clouston, J. & E. Mahoney
- M. D. Morrison by J. C. Porter, atty.