

1895-009

Chancery Causes,

Isle of Wight County

I Whitehill & Company, & Waller & Jordan VS G. W. Howell
& Company & al
Petition of Beuff, Maddux & Faulkner

Folder/

Petition of Sickel, Hellen & Company

Petition of Shields, Martin & Company

Petition of Daniel & Meanley, Carlin & Fulton,
& Louchheim Brothers

Petition of J. E. Howell

Other names: Whitehill,
Waller, Jordan, Davis, Thomas
[M. L. T. Davis & Company] Beuff,
Willis, Cutchin, Edwards, Irwin
[J. H. Cutchin & Company], Maddux
Faulkner, Sickel, Hellen, Shields,
Martin, Daniel, Meanley, Whalen,
Carlin, Fulton, Louchheim, Eley,
Ashburn, Francis, Gresham,
Gordon, Moore, Rawls, Bradshaw,
Johnson, Rawles, Griffin, Prentiss,
Wilkinson, Byrd, [Willis & Company]

The joint and several answer of Joel H. Butchin and C.A. Butchin individually and as partners trading as J.H. Butchin & Co. to a bill of complaint exhibited against them and others in the Circuit Court of Lee of Wright County, by Israel Whitehill a merchant trading as I. Whitehill & Co. and others.

These defendants now and at all times hereafter saving and reserving to themselves all benefit and advantage of exception which can or may be had or taken to the many errors uncertainties and insufficiencies in the said bill contained, and especially reserving their exception to the jurisdiction of said Court to hear and determine this cause, for answer thereto or to so much and such parts as they are advised it is material or necessary for them to answer these defendants answering say:

They deny that they are or ever have been partners with Geo. W. Howell trading as G.W. Howell & Co. and also deny that any such copartnership between them and the said G.W. Howell, as is alleged in said bill of complaint, ever existed either directly or indirectly, constructively

expressly or in any other manner, They also and as a necessary consequence deny the allegation contained in the bill that they together with said Geo. W. Howell, merchants and partners trading as Geo. W. Howell & Co. have for sometime past been engaged in a general mercantile business in Carroville, Dec of Wright County, Va.

They also deny that they have recently purchased a large stock of general merchandise worth \$5000- or \$6000-, and that they are, either in the manner charged in the bill or otherwise, indebted to any of the plaintiffs in the respective sums charged by them or in any other sums whatever.

They admit that the said Geo. W. Howell, trading under the style of Geo. W. Howell & Co. has as such, been doing a general merchandise business in Carroville, Dec of Wright Co. Va., and as such may have had business dealings with the plaintiffs.

It is ~~not~~ true as charged by the plaintiffs that the said Geo. W. Howell did on the 19th day of May, 1883, in the Clerk's office of the Corporation Court of Norfolk City, confess a judgment

in favor of these respondents trading
as J. H. Lutchin Dec. for the sum of
\$5,290.27 with interest and costs as there-
in stated. They further answering say
that the said judgment was upon a
bond for the said sum of \$5,290.27, dated
May 18~~8~~1883 and payable on demand,
all of which will appear by a certified
copy of said bond herewith filed
marked Exhibit "B." and prayed to
be taken as a part of this answer.

It is also true that an execution
issued on said judgment and was
levied as stated in the bill.

It is not true that on the 8th
day of June, 1883, the said Geo. W.
Howell confessed a judgment in favor
of E. S. Davis Dec. for the sum ~~of~~
in the bill of complaint. It is true,
however, that on that date the said
Geo. W. Howell did confess a judgment
in favor of E. S. Davis Dec. in the
Circuit Court of said City for the
amount stated in the bill.

That it is also true that executions
were immediately issued upon each
of said judgments and placed in
the hands of the Sheriff of said State
of Wright County, Va., who levied the

same upon the good and chattels of the said Geo. W. Howell; but they deny that the said judgments, writs of fieri facias and levies are void either for the reasons alleged in said bill of Complaint or for any other cause,

They admit that the said Geo. W. Howell does not reside in the City of Norfolk, but they deny that the causes of action or any part of either of them, upon which the said judgments were based arose in the County of Isle of Wight or elsewhere than in the City of Norfolk.

They therefore deny that the Corporation and Circuit Courts of Norfolk City had no jurisdiction in said several actions at law, or any authority to render either of said judgments.

They equally deny the statements of the bill that the Clerks of said Courts of Norfolk City had no authority to issue the said writs of fieri facias for the reasons therein alleged or for any other reason.

It is true that the Sheriff of Isle of Wight Co. had advertised to sell the

property levied on by him to satisfy said executions; but it is not true that such sale, for the reasons alleged or for any others, would have resulted in a sacrifice or entailed a wrong on the plaintiffs.

They deny that the said Geo. W. Howell, trading as G. W. Howell & Co., was insolvent at the time of the institution of this suit; that the said confession of judgment in favor of these defendants is void and was made to hinder, delay and defraud the plaintiffs and other creditors of Geo. Howell & Co. of what they are properly entitled to. They deny that the said judgment was confessed in pursuance of a collusive bargain between these respondents and said G. W. Howell upon considerations not deemed valuable in law, and that the said bargain judgment and executions are voluntary fraudulent and void as to the plaintiffs.

These respondents further and again say it is false as charged in said bill that they were the partners of the said G. W. Howell, and that they have furnished all the capital used to carry on the said business at Carville.

They deny that they have participated in the profits of the business of said

G.W. Howell trading as aforesaid: that they have received all the country produce taken in exchange for the goods of the firm, and have in general so conducted themselves as to induce the plaintiffs to credit the firm of G.W. Howell & Co. on the faith of their connection with it.

They deny that the money arising from the sale of the goods of G.W. Howell & Co. was remitted to them; & that they were generally reputed to be members of the firm of G.W. Howell & Co.

They deny that they were in the habit of accepting drafts drawn on them by G.W. Howell, trading as aforesaid in any other manner than in the regular course of trade, and especially do they deny that the said G.W. Howell had no visible property or credit, and that the said firm obtained credit only by reason of the fact that these respondents were reputed to be members of it. They also deny the charge that they knew the said G.W. Howell & Co. were obtaining credit on the faith of their connection with said firm, and took no steps to prevent the said G.W. Howell & Co. from obtaining such credit. They emphatically deny that they were to any intent

and purpose members of the firm of
G.W. Howell & Co. at the time the debts of
the plaintiffs were contracted.

These respondents further answering say
they utterly deny the following allegations
of said bill, viz:

That the indebtedness of L.H. Howell & Co.
to them arose on a settlement of their part-
nership accounts: that the same is in great
or any part composed of an usurious rate
of interest contracted ~~to be~~ paid by the
said G.W. Howell & Co. to these respondents
for the loan or forbearance of money.

They further say that they never were
members in any manner of the firm of
G.W. Howell & Co. That the said judgment
for \$5,290.27 and the execution and every
thereunder are each and all void; that
the said indebtedness and each part
thereof is due and owing, and the same
is bona fide and the consideration for
the same was not usurious, and the
same and every part thereof was given
in the usual course of trade and arose
in the City of Norfolk Va.; that they
have been and are being greatly annoy-
ed by the course of the plaintiffs,
and also by reason of the refusal of the
Court at the time of the appointment of

the Receiver in this cause, to enter the order
then asked for by the defendants permitting
the sale to proceed as advertised by the
Sheriff. upon these defendants or any of
them entering into a bond in the penalty
of \$9000 — with good security, conditioned
to abide by the order of the Court to be
made on the hearing of the cause, which
order asked for by them and the other
defendants is herewith filed as a part
of this answer marked Exhibit "G".

And having fully answered
these defendants pray hence to be
dismissed with their reasonable
costs in this behalf expended, etc.

White & Mann +
R. H. Baker & Son. p.d.

J. H. Cichin
C. A. Leutchen

City of Norfolk, to wit.

This day personally appeared before me, the undersigned, a Notary Public, for the City aforesaid, Joel H. Butchin and L. A. Butchin, ~~and made oath~~ that the statements made in the foregoing answer, so far as made of their own knowledge are true, and so far as made upon knowledge or information derived from others, they believe them to be true.

Given under my hand this
5th day of July, 1883.

Wm. H. White
Notary Public

Demurrer.

And the said defendants, Joel H. Butchin and L. A. Butchin, whose answer is written above, say that the bill of complaint in this cause is not sufficient in law.

\$3,290²⁷

Norfolk, Va., May 18th 1883.

On demand after the date hereof I promise to pay
to J. H. Butcher & Co or assigns, the just and full sum
of Fifty two hundred ninety ²⁷/₁₀₀ Dollars, with interest thereon at
the rate of Six per centum per annum from the date hereof
_____ till paid.

And I hereby waive the benefit of my Homestead Exemption as to this debt and
obligation

Witness my hand and seal this 18th day of May 1883

Witness :

L. W. Howell

Seal.

Exhibit
"B"

J. Whithire & Co. et als
vs

G. W. Hornum & Co. et als.

On the motion of the plaintiffs
by counsel and for good Cause shown
and it appearing to the Court that the
Stock of goods in the case & proceedings
mentioned is perishable in character &
liable to depreciation & that the same
cannot be insured. It is ordered
that L. B. ^{Edwards} Sheriff of the County of Isc
of right, who is hereby appointed a
Receiver for that purpose do proceed at
once to take possession of the Stock of
goods in the case & proceedings mentioned
and dispose of the same at public auc-
tion or at private sale & in such lot as
he may deem best. after due advertise-
ment thereof, and make report thereof
to the Court. But before the said L. B. Edwards
shall take possession of the said Stock of goods
and on this decree, he shall put & execute
in the Clerk's office and before the
Clerk of the Court a bond in the pen-
alty of nine thousand dollars, with sure-
ty deemed sufficient by said Clerk and
sworn for the faithful performance by him
of the duties of his office as Receiver as aforesaid.
And it is further ordered
that if the defendants in the said case

or any of them or any one for them,
shall forthwith receive before the Clerk
of this Court a bond in the penalty of
Nine Thousand - Dollars
with good security, with condition to com-
ply with the decree which may be ren-
dered by the Court in the hearing of the
Cause, then the sale heretofore adver-
tised of said property may take place
as if the order of injunction heretofore
issued and the order appointing a
Receiver had not been granted.

Whitehill & Co.

vs

G. W. Howell & Co

Exhibit "Y".

Whitehill Theals

vs

G. W. Howell Theals

Answer of
J. H. Butcher Thea.

Filed in the cause
July 5th 1883.
"

✓

The answer of Geo. W. Howell, individually and as a trader under the firm name and style of Geo. Howell & Co., to a bill of complaint exhibited against him and others in the Circuit Court of Isle of Wight Co. Va., by Israel Whitehill trading as I. Whitehill & Co., and others.

These defendants now and at all times hereafter reserving to themselves all benefit and advantage of exception which can or may be had or taken, to the many errors, uncertainties and insufficiencies in said bill contained, and especially reserving their exception to the jurisdiction of the said Court to hear and determine this cause, for answer thereto, or to so much thereof as they are advised it is material or necessary for them to answer, these defendants answering, say/s

It is merely true that Joel H. Cutchin and L. A. Cutchin with this defendant composed the firm of G. W. Howell & Co. The said firm was composed alone of this respondent. The said J. H. Cutchin and L. A. Cutchin never by any course of dealing, ^{or otherwise} made themselves members of, or responsible as members of said firm.

On the contrary all of his dealings with

the said parties were done in the ordinary and legitimate course of trade and with them as partners trading as J. B. Butchin & Co.

This respondent trading as aforesaid under the style of G. W. Howell & Co. has for some time past been engaged in a general mercantile business in Carrsville, Del. of Wright County, Va., and while so engaged and with a distinct knowledge on their part of the fact that only this respondent composed the firm of G. W. Howell & Co. the plaintiffs had dealings with him, and sold him goods wares and merchandise but this respondent cannot say that the several sums claimed by them in the bill correctly represent the amounts of bills of good furnished him, but he can and does say that at the time of filing of this suit this respondent owed ^{part of} the said plaintiffs nothing whatever, nor as he is now advised do ^{part of} the plaintiffs hold and over due and unpaid claims against him.

It is true that this defendant did confess the several judgments in favor of J. B. Butchin & Co. and W. L. J. Davis & Co., for the several sums as stated

in the bill of complaint, the latter, however in the Circuit Court of Norfolk and not in the Corporation Court of said City as charged in the bill, all of which several sums were just, due and owing to the respective parties and were bona fide debts, for a valuable consideration, contracted in the City of Norfolk, Va. in the usual course of trade.

It is also true that executions were issued and levied as alleged, but he absolutely denies that the said judgments writs^{and} levies are illegal and void for the reasons set forth in said bill or for any other reasons, and on the contrary he asserts that the same are good valid and binding in fact and law.

He also denies that the sale as advertised by the Sheriff would have resulted in a sacrifice and worked a wrong upon the plaintiffs. On the contrary he asserts that the said sale ought and probably would have resulted so favorably for this respondent as to have enabled him to pay off and discharge all his liabilities.

He indignantly denies that the said

confessions of judgment were made in
pursuance of a collusive bargain between
him and Joel H. B. A. Kitchin, with
intent on their part to hinder delay and
defraud the plaintiffs and other creditors
of L. W. Howell & Co. of what they are lawfully
entitled to, that the said bargain,
judgments and executions are founded upon
considerations not deemed valuable in law
and are voluntary fraudulent and void
as to the plaintiffs.

As hereinbefore stated this defendant
denies that said Joel H. Kitchin and
C. A. Kitchin were partners with him,
he also denies that they were jointly in-
terested with this defendant in the
profits of the business of L. W. Howell & Co.
and that they participated in said
profits and furnished capital for the
conduct of said business, and either
in general or particular so conducted
themselves as to induce the complain-
ants to credit the firm of L. W. Howell
& Co. on the faith of their connection
with it.

He denies that his indebtedness to
J. H. Kitchin & Co. evidenced by said
judgment, arose on a settlement of the

partnership accounts, and is in great, or any part composed of an usurious rate of interest.

He also denies that at the time of filing this suit he was insolvent; on the contrary he asserts that but for the institution of said suit, he believes he could and would have settled every debt he then owed.

He claims that the action of the plaintiffs has greatly injured him and that the appointment of a Receiver has greatly damaged him if not irreparably injured him.

And having fully answered this defendant prays hence to be dismissed with his reasonable costs in this behalf expended, &c.

Geo. W. Howell
Geo. C. H.

State of Virginia, Southampton Co to wit:

This day personally appeared before me, the undersigned, Mayor of the Town of Franklin & Geo. W. Howell and made oath that the statements made in the foregoing answer, so far as made of his own knowledge are true, and, so far as made upon knowledge or information derived from others he believes them to be true.

Given under my hand this
5th day of July, 1883.

J. H. Bryant
Mayor & S. R.

Demurrer.

And the said defendant Geo. W. Howell, whose answer is written above, says that the bill of complaint in this cause is not sufficient in law.

Whitehill Reoral

vs } Answer

G. W. Howell Reo.

Answer

of

G. W. Howell

Filed in the cause, the
5th of July 1883.

The answer of Messrs. L. T. Davis and B. H. Thomas, partners trading as Messrs. L. T. Davis & Co. to a bill of complaint exhibited against them and others in the Circuit Court of the District of Columbia, by Isaac Whitehill trading as I. Whitehill & Co. and others.

These defendants, now and at all times saving and reserving to themselves all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and insufficiencies in the said bill contained, and especially reserving their exception to the jurisdiction of said Court to hear and determine this cause, for answer thereto or to so much and such parts as they are advised it is material or necessary for them to answer, these defendants answering say:

It is untrue that the firm of L. W. Howell & Co. was composed directly or indirectly or otherwise of Jael H. Cutcher and C. A. Cutcher, on the contrary they know the fact and here state it that the only member of the said firm ^{the said} was, Messrs. L. W. Howell, who, trading under the style of Geo. Howell & Co. has for sometime been

engaged in the general mercantile business at Lawsville, Va.

These defendants know nothing of the alleged indebtedness of the plaintiffs but call for the strictest proof of the same.

It is true that the said Geo. W. Howell, trading as aforesaid, did on the 8th day of June, 1883 confess a judgment in favor of these defendants for the sum of \$815.⁴⁶, in the Clerk's Office of the Circuit Court of Suffolk City, and that an execution immediately issued thereon and was levied by the Sheriff of Suffolk County on the goods and effects of the said Geo. W. Howell.

It is not true, however, that the said Geo. W. Howell confessed a judgment in favor of these respondents in the Corporation Court of Suffolk City as charged in the bill. These defendants merely deny that the said judgment, confessed in said Circuit Court, writ of fieri facias and levy are void. They also deny that the said judgment is null and void because neither the cause of action on which said judgment was based nor any part thereof arose in the City of Suffolk. On the contrary they say that said cause of

action and every part thereof did arise in the City of Norfolk, the consideration of said indebtedness being goods and groceries sold and shipped to the said Geo. W. Howell & Co from said City by these defendants in the regular course of trade. And the said indebtedness for which said judgment was confessed was evidenced by the bonds of the said Geo. W. Howell, dated June 7th 1853, payable on demand to these respondents, all of which will appear by reference to a copy of said bond herewith filed and marked Exhibit "A", and prayed to be taken as a part of this answer.

They deny that the Circuit Court of Norfolk City had no jurisdiction to render said judgment; and also that the clerk of said Court had no authority to issue said execution.

They deny that the said Geo. W. Howell was insolvent at the time of confessing said judgment and that the same was confessed in pursuance of a collusive bargain between the said Geo. W. Howell, Jas. H. Butcher and Ed. Butcher with intent on their part to hinder delay and defraud the complainants and other cred-

itors of Geo. H. Howell & Co. of what they are lawfully entitled to.

They deny that the said bargain, judgments and executions are founded upon considerations not deemed valuable in law, and are voluntary, fraudulent and void as to the complainants.

They again and specifically deny that Joel H. Butchin and L. A. Butchin were partners of Geo. H. Howell, directly or indirectly, constructively or otherwise, and also that their dealings with them generally or particularly were as charged in the bill, or were such as to induce the plaintiffs to credit the firm of Geo. H. Howell & Co. on the faith of the alleged connection ~~between~~ ^{of} Joel H. and L. A. Butchin with said firm.

They deny that the consideration of the indebtedness of J. H. Butchin & Co. against the said Geo. H. Howell arose on a settlement of their partnership accounts or that it consists in great part of an usurious rate of interest.

On the contrary they say that the said indebtedness was and is bona fide, and arose in the usual and legitimate course

~~in the usual and legitimate course of~~
trade in the City of Norfolk.

They further say that they are most seriously endangered by the course of the plaintiffs, and especially by reason of the fact that the said plaintiffs have given no bond in a penalty equal to double the amount of their judgment, conditioned to pay said judgment or to have the property, levied on to pay the same, forthcoming, or to pay the value of said property so levied on.

And this is especially true in their case, because nowhere is it alleged in the plaintiffs' bill that there was any fraud, usury, collusion or other taint about their claim, or that the said judgment was void for other causes than that the cause of action did not arise in the City of Norfolk, and that Geo. Howell resides in Isle of Wight County, Virginia,

And having fully answered these defendants pray hence to be dismissed with their reasonable costs, &c. &c.

White & Hancock, Jd.

Chas. Davis
B. J. Thomas.

City of Norfolk, to wit:

This day personally appeared before me, the undersigned, a ~~Notary~~ Notary Public for the City aforesaid, M. S. T. Davis and B. D. Thomas, and made oath that the statements made in the foregoing answer, so far as made of their own knowledge, are true, and so far as made upon knowledge or information derived from others, they believe them to be true.

Given under my hand this 4th of July, 1883.

Wm. H. White

Notary Public

Declarer,

And the said Defendants, M. S. T. Davis and B. D. Thomas, whose answer is written above, say that the bill of complaint in this cause is not sufficient in law.

White & Hamitt. p.d.

\$815⁴⁶/₁₀₀

Norfolk, Va., June 7th 1883.

On demand after the date hereof I promise to pay
to M. L. D. Davis or assigns, the just and full sum
of Eight hundred & fifteen ⁴⁶/₁₀₀ Dollars, with interest thereon at
the rate of 6 per centum per annum from date
till paid.

And I hereby waive the benefit of my Homestead Exemption as to this debt and
obligation

Witness my hand and seal this 7th day June 1883

Witness :

G. W. Howell

{ Seal. }

Exhibit "A".

Whitchell Ho sal
vs J. Answer
S
G. W. Forrell dec.
re

Answer
M. L. Davis &
B. W. Thomas.

Filed in the cause 5th
July 1883.

The answer of S B Bowdoin Shuff of the
of Wright County Va. to bill of complaint
Exhibited against him and others in
the Circuit Court of the of Wright Co. by
Israel Whitehill having as I Whitehill &
and others:

This defendant reserving to himself
all right of exception to said bill and
especially his right to except to the ju-
risdiction of this Court to hear and de-
termine this Cause, for answer to such
parts of said bill as he is advised it is
material for him to answer. Says:

He knows nothing of the matter and
things alleged in said bill of complaint.
Except; it is true that an execution on
a judgment in favor of J. B. C. & Co. for
\$5.290²⁷ against Geo. Howell, came
to him from the Corporation Court of the City of
Norfolk, and that an execution on a judgment
in favor of M. L. J. Davis & Co. against said
Geo. Howell ~~for~~ for \$815.⁴⁶ came to him from
the Circuit Court of Norfolk City. but it is not
true that any execution has come to him, in
favor of said M. L. J. Davis & Co. against the
said Geo. Howell and been levied by him as
charged in said bill.

The said Executions which did, as afore-
said come to him, were only levied on the

goods & chattels of the said Geo. Hance
at Carville Ga, but it is not true that
this defendant had advertised to sell the
said goods soiled on by him, in such
a manner as to cause a sacrifice thereby
or work a wrong upon the plaintiff.

On the contrary this defendant avers that
he was proceeding to make sale of said
property in the usual and legally prescrib-
ed method, and believes that if said sale
had been proceeded with as advertised
the goods would have realized as near
their market value as it is possible
for such goods to do when sold
under legal process.

This defendant not knowing anything
of the other matter stated in said bill
of Complaint, calls for the strictest proof
thereof.

And having fully answered the prayer hence
to be dismissed with his reasonable costs
&c &c.

X

to wit:

This day personally appeared
before me, the undersigned,

L.B. Edwards, and
made oath that the statements
made in the foregoing answer, so
far as made of his own knowledge
are true, and, so far as made upon
knowledge or information derived
from others, he believes them to
be true.

Given under my hand
this day of July, 1883.

Whitehill & Co et al.

vs } Answer

J. W. Horace & Co et al.

~~~~~

Answer  
of

L. B. Edwards, &c

~~~~~  
Filed in the cause 5th
July 1883.
~~~~~



In the Circuit Court of Isle of Wight County:  
J. Whitehill & Co. and others

N.

G. W. Howell & Co. and others.

To the Honorable George Blow Judge of the  
Circuit Court of Isle of Wight County:

The petition of J. E. Howell respectfully  
represents to the Court that the late firm of  
G. W. Howell & Co. are justly indebted to him in  
the sum of \$86.60 for services as clerk and  
salesman in their store at Carrsville Va. That  
on the 21. day of June 1883 he obtained a judgment  
before J. F. Eley Justice of the Peace, against the  
said Howell & Co. for the said sum of \$86.60  
with interest from the 21. day of June 1883. -

That a chancery cause is now pending in  
your Honor's Court, in the name of J. Whitehill & Co.  
~~ag~~ and others against G. W. Howell & Co. and others,  
which among other things seeks to have the assets  
of the said G. W. Howell & Co. equitably distri-  
buted among the creditors of the firm. -

Your petitioner prays that he may be admitted  
as a party plaintiff in the said cause and that  
any priority to which he may be entitled may  
be respected in the distribution of the said  
assets. And your petitioner will ever pray &c. -

J. E. Howell

Robt. R. Prentiss - p.p.

by Counsel.

Whitchell Co. V.

By Petition of  
v. J. E. Howell.

Howell Co. V.

Filed July 6<sup>th</sup> 1883.



J. Whitehall & Co. &c.

<sup>vs.</sup>  
G. W. Howell & Co. &c.

In the Circuit Court of Isle of Wight County.

To the Honorable George Blow Judge of the  
Circuit Court of Isle of Wight County.

The petition of J. N. Daniel and  
J. P. Meanley merchants and partners trading as  
Daniel & Meanley; George L. Irwin, Frank Whalen,  
Mr. J. Carlin and Mr. E. Fulton merchants and  
partners trading as Carlin & Fulton of Baltimore  
Maryland; and Louchheim and  
Louchheim merchants and partners trading as  
Louchheim Bros. of Philadelphia, Pennsylvania. -

Your petitioners respectfully represent to the  
Court that Messrs. G. W. Howell & Co. merchants  
recently doing business in Franklin Va. are  
justly indebted to them respectively as follows.

To Daniel & Meanley in the sum of \$24.<sup>71</sup>;  
with interest from the 11. day of May 1883 until  
paid, evidenced by the open account herewith filed  
marked Exhibit No. 7, and asked to be read as a  
part of this petition. -

To Carlin & Fulton in the sum of \$141.<sup>71</sup>  
with interest from the 15. day of May 1883 until paid,  
evidenced by the open account herewith filed,

marked Exhibit No. 8, and asked to be read as a part of this bill.

To Leuckheim Bros. in the sum of \$578.<sup>88</sup> with interest from the 12 day of March 1883 until paid, evidenced by the open account herewith filed, marked Exhibit No. 9, and asked to be read as a part of this petition.

The consideration of all the said indebtedness being certain goods wares and merchandise very recently bargained, sold and delivered by your petitioners in the usual course of trade to the said G. W. Howell & Co at their special instance and request, and for which your petitioners have never been paid.

That George W. Howell has recently confessed judgments in favor of J. A. Cutchin & Co. and M. L. J. Davis & Co., that executions of fieri facias have been issued upon the said judgments and levied upon the stock of merchandise of the said G. W. Howell & Co, including the goods sold to them by your petitioners.

That a chancery suit in the name of J. Whitehall & Co and others v. G. W. Howell & Co and others is now pending in your Honor's Court, the object of which is to set aside and annul the levies aforesaid on the ground of fraud, lack of consideration and other illegalities, and to procure a distribution of the assets of G. W. Howell & Co among



their true and bona fide creditors entitled  
to the same. -

Your petitioners pray that they may be admitted  
as complainants in the said Chancery suit; they  
join in all the allegations and prayers of the  
bill in the said suit and ask that their respec-  
tive debts may be paid to them out of the assets  
of the said ~~Jackson~~ J. W. Howell & Co. under the  
control of your Honor's Court. -

And your petitioners will ever pray &c. -

Robt. R. Prentiss. -  
P. P. -

Daniel & Mcanley,  
Carlin & Fulton,  
Louchheim Bros.  
by Counsel. -

Whitchell & Co

Petition of  
v. Daniel & Meanley  
others -  
Howell & Co. & others.

---

1883, June 26.<sup>th</sup>  
Filed.

---



Whitchell Co. &c.

G. W. Howell & Co. and others

In the Circuit Court of the of Wight County

Petition of Sickel, Nellen & Co. -

To the Honorable George Blow Judge of the  
said Court.

The petition of John L. Sickel and John  
T. Nellen merchants and partners trading as  
Sickel Nellen & Co. of Baltimore Maryland respectfully  
represents that G. W. Howell & Co. of Carrsville Va.  
are justly indebted to your petitioners in the sum  
of \$626.<sup>90</sup> which is evidenced by the three  
promissory notes of the said G. W. Howell & Co.  
each for the sum of \$114.<sup>27</sup> and ~~the~~ an open  
account for \$200.<sup>09</sup>, which account and  
notes are herewith filed marked Exhibit No.  
4. and prayed to be read as a part of this  
petition. - That the consideration of all the said  
indebtedness ~~being~~ <sup>was</sup> certain goods wares and  
merchandise <sup>which were</sup> recently bargained, sold and  
delivered to the said G. W. Howell & Co. by your  
petitioners, and for which your petitioners have  
never been paid.

That there is now pending in your Honor's Court

a certain suit in equity ~~set~~ in the name of  
J. Whitehall & Co. & others v. G. M. Howell & Co. & others  
which seeks to set aside as illegal, fraudulent,  
null and void a certain judgment in favor  
of J. H. Cutchin & Co. against the said G. M. Howell  
in the bill in the said cause fully described.

Your petitioners pray that they may be made  
parties plaintiff in the said chancery cause,  
they join in all the allegations ~~of the~~  
~~said bill, and pray such prayers of the~~  
~~said bill, and pray that they may receive~~  
~~under your Honor's decree~~

and prayers of the said bill, and ask  
that the assets of the said G. M. Howell & Co.  
may be converted into money, and that <sup>they</sup>  
may receive their proper and legal share  
thereof under the decree of this Court.  
And your petitioners will ever pray &c.

Robt. Prentiss

— p.p. —

Saml. Allen & Co.  
by Counsel



Petition of  
Sickel Mfg Co.

vs

J Whitcomb Co. &

V. 

G W Howell & Co. &

---

Filed Jan 20<sup>th</sup> 1883.

Test. A. J. G. 

Circuit Court of Isle of Wight County

Whitehill & Co. vs.

G.W. Howell & Co. & others.

Petition of Shields, Martin & Co.

To the Honorable George Blow Judge  
of the said Court:

The petition of Jno. R. Shields and  
A. A. Martin merchants and partners trading as  
Shields, Martin & Co. of the city of Norfolk Va.  
respectfully represents to the Court that Messrs.  
G.W. Howell & Co. of Carrsville Va. are justly  
indebted to them in the sum of \$73.<sup>40</sup>/<sub>100</sub>,  
evidenced by the negotiable note of the said  
G.W. Howell & Co. dated the 20. day of May 1883  
and payable sixty days after the date thereof  
to your petitioners. - That a Chancery cause  
is now pending in your Honor's Court in the  
name of J. Whitehill & Co. and others against  
G.W. Howell & Co. and others which seeks to set  
aside as illegal, fraudulent, null and void a  
certain judgment confessed in the Corporation Court  
of the city of Norfolk by G.W. Howell in  
favor of J. H. Cutchin & Co. on the 18. day of  
May 1883, which judgment is more fully described



in the Bill in the said Chancery cause.

Your petitioners join in all the allegations and  
Prayers of the said bill, they pray that they  
may be made parties plaintiff in the said  
cause, that all the assets of the said G. W. Cowell  
& Co. may be collected and realized and that  
your petitioners ~~legals and proper~~ debt may  
be paid to them, and that all their legal rights  
in the premises may be fully protected by  
this Court. -

And The said note is herewith filed marked  
Exhibit No 5. and prayed to be read as a  
part of this petition. -

And your petitioners will ever pray &c

Robt. R. Prentiss.  
p.p. -

Shields, Martin & Co.  
by Counsel

Whitchell & Co. V<sup>o</sup>

W<sup>h</sup> Petition of  
Shields, Martin & Co.

G. W. Howell V<sup>o</sup>

---

Filed June 20<sup>th</sup> 1853  
East, A. D. Harvey & Co



Whitehill To It

VS

G. W. Howell To and Others  
In the Circuit Court of Isle of  
Wight County.

Petition of Muff, Madden & Faulkner

To the Honorable George Blow Judge of  
the said court: The petition of Joseph  
E. Muff, Alfred Madden and  
Alfred B. Faulkner, Merchants and  
partners trading as Muff, Madden  
& Faulkner of Baltimore Maryland  
respectfully represents. That G. W. Howell  
To of Bensville Va, are justly indebted  
to your petitioners in the sum of \$1018 <sup>29</sup>/<sub>100</sub>  
which is evidenced by five promissory  
notes of the said G. W. Howell To, payable  
to the said Muff, Madden & Faulkner, one  
for \$165 <sup>23</sup>/<sub>100</sub> paid March 1<sup>st</sup> 1883 and  
payable ninety days after its date. One for  
\$345 <sup>11</sup>/<sub>100</sub> dated April 1<sup>st</sup> 1883 and payable  
sixty days after its date. One for \$154. <sup>50</sup>/<sub>100</sub>  
dated April 19<sup>th</sup> 1883. and payable four  
months after its date. One for \$202 <sup>09</sup>/<sub>100</sub>  
dated May 1<sup>st</sup> 1883 and payable  
sixty days after its date. One for  
\$89 <sup>45</sup>/<sub>100</sub> dated May 19<sup>th</sup> 1883 and payable

Four months after its date and two open  
accounts which amount to \$61.91  
which accounts and note are herewith  
filed marked Exhibit No 6 and  
prayed to be read as a part of  
this petition. That the consideration  
of all the said indebtedness was  
certain goods ~~and~~ wares and merchandise  
which were recently bargained, sold  
and delivered to the said G. W. Howell  
Esq by your petitioners and for which  
your petitioners have never been paid.  
That there is now pending in your  
Honors Court a certain suit in  
equity in the name of J. Whitehill Esq  
others vs. G. W. Howell Esq others which  
sues to set aside as illegal, fraudulent  
null and void a certain judgment  
in favor of J. H. Cutcher Esq against  
the said G. W. Howell Esq in the bill  
in the said cause fully described.  
your petitioners pray that they may be  
made parties Plaintiff in the said  
Chancery Cause, they join in all  
the allegations and prayers of the  
said bill and ask that the assets  
of the said G. W. Howell Esq may



be converted into money and that they  
may receive their proper and legal share  
thereof under the decree of this court  
and your petitioners wish ever pray &c.

Proff. Madden & Faulkner  
by Counsel

Meritt Briggs

P.P.  
Robt. A. Prentiss  
P.P.

Whitehall N.Y.

3 Petition of  
N. 3

3 Buff. Maddux  
3 & Paulkner -

G. W. Nowell N.Y.

---

Taken June 20. 1883

Teste,

J. W. Younger



To the Honorable George Blow Judge of the  
Circuit Court of Isle of Wight County.

The amended bill of your complainants  
Israel Whitehill merchant trading as I. Whitehill  
& Co. and Page Waller and D. W. Jordan merchants  
and partners trading as ~~I. Whitehill & Co.~~  
Waller & Jordan respectfully sheweth to the  
Court that they heretofore exhibited in this Court  
their original bill of complaints against G. W.  
Howell, Joel A. Cutchin and C. A. Cutchin mer-  
chants and partners trading as G. W. Howell & Co.,  
the said Joel A. Cutchin and C. A. Cutchin  
merchants and partners trading as J. A. Cutchin  
& Co., W. L. J. Davis and B. D. Thomas merchants  
and partners trading as W. L. J. Davis & Co. and  
L. B. Edwards Sheriff of Isle of Wight County;  
that ~~the~~ none of the said defendants have filed  
any answer to the said original bill ~~or made~~  
entered any appearance thereto, that your  
complainants in accordance with Statute  
~~does~~ in such case made and provided  
desires to make the following corrections  
and amendments to the said original  
bill viz; that the judgment in favor of J. A.  
Cutchin & Co. against G. W. Howell for \$5290.<sup>27</sup>  
with interest from the 18 day of May 1883, was  
confessed in vacation in the Clerk's Office of  
the Corporation Court of the city of Norfolk

~~by William A. White acting under a power of attorney signed by the said G. W. Howell~~  
on the 19. day of May 1883 by William A. White acting under a power of attorney signed by the said George W. Howell. -

That the judgment in favor of M. L. J. Davis & Co. against G. W. Howell for \$815.<sup>46</sup> with interest from the 7. day of June 1883, was confessed in vacation in the Clerk's office of the Circuit Court of the city of Norfolk on the 9. day of June 1883, by William A. White acting under a power of attorney signed by the said George W. Howell. -

That the said judgments are illegal, null and void as to your complainants because the said George W. Howell did not reside in the city of Norfolk at the time the said actions at law were instituted, nor did the said supposed causes of action or any part of either of them arise in the said city of Norfolk, but the same and every part of each of them arose in County of Isle of Wight, therefore <sup>neither</sup> the Corporation Court of the city of Norfolk nor the Circuit Court of the city of Norfolk had any jurisdiction in the said actions at law, or authority to render either of the said judgments. -

That the executions issued upon the said judgments



and the levies thereof on the stock of goods belonging to G. W. Howell & Co. are illegal, null and void as to your complainants, for the reasons already stated and for the further reason, that the Clerk of Corporation and Circuit Courts of the city of Norfolk had no authority to issue either of the executions, because neither of the terms of the Court at which the said judgments will become final had ended or even begun, nor has either of the said Courts entered any special order allowing the Clerk to issue the said executions. Therefore your complainants charge that both of the said executions of fieri facias are invalid, and that they create no lien upon the stock of general merchandise belonging to G. W. Howell & Co. or any part thereof.

Your complainants therefore pray that the said G. W. Howell, Joel H. Cutchin and C. A. Cutchin merchants and partners trading as G. W. Howell & Co., the said Joel H. Cutchin and C. A. Cutchin merchants and partners trading as J. H. Cutchin & Co., M. L. J. Davis and B. D. Thomas merchants and partners trading as M. L. J. Davis & Co., and L. B. Edwards Sheriff of Isle of Wight County may be severally required to answer on oath, the matters and things herein charged by way of amendments; and that your complainants

may have full and general relief in the premises,  
such as the nature of their case may require.  
And your complainants will ever say &c.

Robt. R. Prentiss.

P. G.

Whitehill & Co.

Waller & Jordan.

by Counsel.

Whitehill & Co. 9<sup>th</sup>

Amended  
Bill

Howell & Co. 10th

Filed July 2nd. 1853

Copy to  
the Court



Israel Whitehill merchant trading as I. Whitehill  
Co., and N. Page Waller and D. W. Jordan  
merchants and partners trading as Waller  
& Jordan.

<sup>11.</sup>  
George W. Howell, Joel H. Cutchin and C. A.  
Cutchin merchants and partners trading as  
G. W. Howell & Co., the said Joel H. Cutchin  
and C. A. Cutchin merchants and partners  
trading as J. H. Cutchin & Co., Mr. L. J. Davis and  
D. D. Thomas merchants and partners trading  
as M. L. J. Davis & Co., and L. B. Edwards  
Sheriff of Isle of Wight County.

To the Honorable George Blow Judge of the  
Circuit Court of Isle of Wight County:

Humbly complaining shew unto  
the Court your orators Israel Whitehill merchant  
trading as I. Whitehill & Co. of the City of  
Baltimore Maryland, and N. Page Waller  
and D. W. Jordan merchants and partners  
trading as Waller & Jordan of Norfolk  
Virginia, - that George W. Howell, Joel H. Cutchin  
and C. A. Cutchin merchants and partners as  
G. W. Howell & Co. have for some time past  
been engaged in a general mercantile  
business at Carrsville in Isle of Wight  
County Virginia; that they have recently pur-

chased a large stock of general merchandise  
 worth between \$5000.- and \$6000.-; that  
 the said G. W. Howell & Co. are indebted to  
 your complainant Israel Mitchell in the just  
 and full sum of \$220.<sup>60</sup> which is evidenced  
 by the open account and draft herewith  
 filed marked Exhibit No. 1, and asked to  
 be read as a part of this bill. - That the  
 said G. W. Howell & Co. are also indebted to  
 your complainants Hall & Jordan in the  
 just and full sum of \$258.<sup>05</sup>, which is  
 evidenced by the itemized account herewith  
 filed marked Exhibit No. 2, and asked to  
 be read as a part of this bill. - The  
 consideration of all of the said indebtedness  
 being certain goods, wares and merchan-  
 dise recently bargained, sold and delivered  
 to the said G. W. Howell & Co. by your  
 complainants in the usual course of  
 business, and for which your complainants  
 have never been paid. -

That on the 19. day of May 1883 in the Clerk's  
 office of the Corporation Court of the  
 city of Norfolk, the said G. W. Howell con-  
 fessed a judgment in favor of his said partners  
 Joel H. Cutchin and C. A. Cutchin trading as  
 J. H. Cutchin & Co. for the sum of \$5290.<sup>27</sup>/<sub>100</sub>  
 with interest from the 18. day of May 1883 and



\* You complainants are advised and they therefore charge that both of the said judgments and executions are null and void, because no part of the said supposed causes of action or either of them arose in the city of Norfolk, nor ~~did~~ did the said defendant G. W. Howell reside in the city of Norfolk at the time the said suits were instituted therefor the said Corporation Court of the city of Norfolk had no jurisdiction to pronounce the said judgments or either of them.

\$12.<sup>20</sup> Costs - A writ of fieri facias upon the said judgment was delivered to L. B. Edwards Sheriff of Isle of Wight County on the next day, and was on the 9. Day of June 1883 levied by the said Sheriff on all the Stock of general merchandise ~~in the~~ in the possession of G. W. Howell & Co. in the store at Carrsville, supposed to be worth at least \$6000. - That on the 8. Day of June 1883 in the Clerk's office of the Corporation Court of the city of Norfolk the said G. W. Howell also confessed a judgment in favor of M. L. J. Davis and B. D. Thomas merchants and partners trading as M. L. J. Davis & Co. for the sum of \$815.<sup>46</sup> with interest from 7. June 1883 and \$7.<sup>55</sup> Costs. - And a writ of fieri facias based upon the said judgment has also been delivered to the said Sheriff\*. By virtue of the said execution in favor of M. L. J. Davis & Co. the said Sheriff has advertised to sell the said Stock of goods at public auction for Cash at Carrsville on next Thursday the 21. Day of June 1883. - A copy of the advertisement which has been published and posted by the said officer, showing the time place and terms of the said sale is herewith filed marked Exhibit No. 3. and asked to be read as a part of this bill. - That a sale

of so large a stock of goods for cash in so small a village as Carrsville and upon such short notice must result in their being sacrificed and sold for prices much under their real value. -

That the said G. W. Howell & Co are largely ~~and~~ indebted for the very identical stock of goods now advertised for sale, and that the said confession of judgment by G. W. Howell in favor of his partners Joel H. Cutchin and C. A. Cutchin is illegal, and was made with intent to hinder, delay and defraud your complainants and then other creditors of what they are lawfully entitled to; that it was made in pursuance of a collusive bargain between the said Joel H. Cutchin, C. A. Cutchin and G. W. Howell, upon consideration not deemed valuable in law, and that the said bargain judgment and execution are all voluntary fraudulent and void as to your complainants. -

Your complainants further alleged that the said Joel H. Cutchin and C. A. Cutchin have furnished all the money and capital used to carry on the said business at Carrsville; that they and each of them have participated in the profits of the said business; that they have received all



peanuts and country produce bought or taken  
by way of exchange or barter for the goods  
of the said firm of G. W. Howell & Co.; that the  
money arising from the sales of the goods  
of the said firm of G. W. Howell & Co. was  
remitted to the said Joel H. Cutchin and  
C. A. Cutchin; that they were generally reputed  
to be members of the said firm of G. W. Howell & Co.;  
that they were in the habit of accepting  
honoring and paying drafts drawn on them  
by G. W. Howell in payment of the debts  
of the firm; that the said G. W. Howell had  
no visible property or credits, and the said  
firm obtained credit only by reason of the  
fact that the said Joel H. Cutchin and C. A.  
Cutchin were reputed to be members of it;  
that the said Joel H. Cutchin and C. A. Cutchin  
well knew that the said G. W. Howell & Co. were  
obtaining credit on the faith of their con-  
nection with the said concern but took  
no steps to prevent the said Howell & Co.  
from obtaining such credit; and in fact to  
very intent and purpose the said Joel H. Cutchin  
and C. A. Cutchin were members of the said  
firm G. W. Howell & Co. at the time the debts  
due to your complainants were contracted. -  
Your Complainants are informed and they  
therefore charge that the alleged indebtedness

6

claimed to be due by the said Mr. Howell to Joel H. and C. A. Cutelin, if any such indebtedness exists, arises on a settlement of their partnership transactions, and hence it ~~cannot~~ would be unjust, illegal and inequitable to pay the same out of the partnership assets until all the debts of the firm are fully paid off and satisfied.

Your complainants further alleged that the amount of the said judgment is greatly in excess of the amount of money, if any, which is justly and equitably due by the said Mr. Howell to the said Joel H. and C. A. Cutelin, and they call for the strictest proof of the amount and bona fide character of the alleged indebtedness. Your complainants are informed and they therefore charge that a large part of the alleged indebtedness consists of arrears of interest computed at an usurious rate, viz, at the rate of nine per centum per annum contracted to be paid by the said Howell to the said Joel H. and C. A. Cutelin. -

The assets of the said firm so far as your complainants are informed consist of the stock of goods aforesaid, and certain open accounts charged upon the books of the firm and due to the said Mr. Howell & Co.



by their customers for goods sold and delivered.  
 Your complainants are informed, believe and  
 they therefore charge that the said ~~George W. Howell~~  
~~George W. Howell & Co.~~ G. W. Howell & Co.  
 are insolvent. -

Forasmuch therefore as your complainants  
 are remediless in the premises save in a  
 Court of equity where such matters are  
 properly cognizable and relievable they pray  
 that George W. Howell, Joel H. Cutchin and  
 C. A. Cutchin merchants and partners trading  
 as G. W. Howell & Co., the said Joel H. Cutchin  
 and C. A. Cutchin merchants and partners  
 trading as J. H. Cutchin & Co., M. L. J. Davis and  
 D. D. Thomas merchants and partners trading as  
 M. L. J. Davis & Co. and L. B. Edwards Sheriff  
 of Isle of Wight County may be made  
 parties Defendant to this bill and required  
 to answer the same on oath, that an  
 injunction may be awarded by your Honor  
 to prohibit and restrain each of the above  
 named Defendants, their agents, attorneys  
 and all other persons from proceeding to  
 sell or in any way disposing of the stock  
 of general merchandise in the store at Arrsville  
 Va. recently occupied by G. W. Howell & Co., and from  
 collecting or disposing of any other assets of  
 the said G. W. Howell & Co. by any ways or means

whatsoever; that your Honor will appoint a  
 Receiver to take the said stock of goods, books  
 of account and other personal property in  
 possession, make sale of the same under  
 your Honor's decree and collect the out-  
 standing indebtedness due to G. H. Howell & Co.,  
 evidenced by their books of account, notes, bonds  
 and other evidences of debt; that the said  
 stock of general merchandise may be sold  
 after due advertisement and upon proper  
 and reasonable credit, and the proceeds aris-  
 ing therefrom ~~be~~ distributed among the  
 creditors of G. H. Howell & Co. legally entitled  
 thereto, to the exclusion of the debts alleged to  
 be due by G. H. Howell individually to Joel H.  
 and C. A. Cutchin until the partnership creditors  
 that the said judgments and executions may be pronounced illegal, null and void,  
 have been all fully paid; that all proper  
 and necessary accounts may be taken by one  
 of the Commissioners in Chancery of this Court;  
 and for such other, further and general relief  
 as the nature of their case may require and  
 the principles of equity may justify -  
 Let a Subpoena go &c -  
 And your Complainants will ever pray &c -

Robt. P. Prentiss - p. q.

J. Whitehill & Co.  
 Walter & Jordan  
 by Counsel -



State of Virginia  
County of Hanover, to wit:

This day B. F. Ashburn personally appeared before me and made oath that the matters of fact contained in the foregoing bill so far as made of his own knowledge are true, and so far as made from knowledge or information derived from others he believes them to be true. -

Given under my hand this 15. day of June 1883.

Robt. S. Prentiss.  
Commissioner in Chancery.

Whitchell & Co. v.

Bill  
+ 3 Exhibits -

G. W. Howell & Co.  
+ others -

---

Filed June 19. 1883.

Sum. with injur. ip. d.  
the bond being executed.

July 2d. 1883.

Sum. capd. J. H. Cutchin  
+ G. W. Howell & Co. v. vici  
vs. sum.

July 5th 1883. cur. of  
G. W. Howell, J. H. Cutchin & Co.  
M. L. Davis & Co. filed.

April Term 1895

Final Decree

5 year clause



J. Whitcomb & Co. & Co.

W

G. W. Howell & Co. & Co.

NOTICE OF DISSOLUTION.—Notice is hereby given that the partnership existing between the undersigned merchants, doing business at Carisville, Isle of Wight county, Va., under the name and style of G. W. HOWELL & CO., is this day dissolved by mutual consent. The business will be continued under the name of G. W. Howell & Co., by G. W. Howell and the business of the old firm will be closed by him.  
G. W. HOWELL,  
J. H. CUTCHIN.

my 29-105

J. H. Cutchin being first only  
I am says:

that a copy of the annexed advertisement in the shape of a circular was sent to every person with whom the firm of G. W. Howell & Co. had done business prior to May 29<sup>th</sup> 1880, and further that it was published in the "Newark Virginian" on the 11<sup>th</sup> of June.

J. H. Cutchin

Subscribed and sworn to  
before me this 14<sup>th</sup> day of  
July 1880.

My Wm

Whitcomb & Co  
of

110 Howard St

Attendant of  
J. H. Breckin



J. Whitehill & Co. & others  
 vs  
 G. W. Howell & Co. & others

A. G. Byrd being first duly sworn testifies and says as follows:

I was Assistant Book-Keeper for J. H. Cutcher & Co. from about first of December 1882 till February 1883 and principal Book-Keeper <sup>from</sup> then till the present. I know that the firm of G. W. Howell & Co. of Pensville Va. was composed exclusively of G. W. Howell, and I also know that J. H. Cutcher and C. A. Cutcher, neither individually nor as a firm trading as J. H. Cutcher & Co. were partners of said G. W. Howell. I further state that the dealings of J. H. Cutcher & Co. with G. W. Howell & Co. were precisely like those with other patrons of J. H. Cutcher & Co. All drafts of G. W. Howell & Co. were charged against them, and all shipments and remittances duly credited to them.

I will further state that G. W. Howell & Co. are indebted to J. H. Cutcher & Co. for advances in a balance of \$5.290.27 which was contracted in Norfolk Va. and is <sup>is open for dispute and due.</sup> There has nothing come to my knowledge since I have been their Book-Keeper as

to lead me to believe or suspect that  
they were partners of G. H. Howell  
directly or otherwise, and certainly  
nothing in their business transactions  
and dealings to lead me or any  
other outsider to believe or suspect  
that they were partners.

A. J. Byrd

Subscribed & Sworn to  
before me this 14<sup>th</sup> day  
of July 1868.

My W. H. C. P.

J. A. C. T. H. A. V. C.

or

G. H. Howell & Co. & Co.

Att. J. A. C. T. H. A. V. C.

A. J. Byrd



Wm. S. Wilkenson Cash of the Bank  
of Commerce of Norfolk Va. deposes  
and says that he has on several  
occasions, discounted the notes of  
Jas H. Gutch of Norfolk Va &  
G. H. Howell of Garville Va  
after having made inquiry as to the  
standing of said firms and in no  
instance has he ever learned that  
Jas H. Gutch of Norfolk Va. was  
a partner in either of said firms  
nor does he believe that such was the  
case —

Wm. S. Wilkenson

Subscribed and sworn to before me by Wm. S.  
Wilkenson this 14<sup>th</sup> day of July 1883.

R. H. Baker Jr  
N. P.

Affidavit of  
W. S. Wilkison

---



2

Howell

May 82

Quite reliable -

June 21 - 82

We cant find out anything about his means  
But is a nice man and doing a nice  
business - & can be relied on.

No. 1

# THE MERCANTILE AGENCY

DUN, WIMAN & CO.

R. G. DUN & CO.

E. RUSSELL & CO.

THE information given on this sheet is an answer to an inquiry made by a subscriber to The Mercantile Agency, who asks for the same AS AN AID, to determine the propriety of giving credit. The information is communicated under the conditions of an agreement signed by the said Subscriber, which expressly stipulates that the said information is obtained by the servants, clerks, attorneys, and employés of the said Subscriber and on his behalf. The said agreement also expressly stipulates that the said Mercantile Agency SHALL NOT BE RESPONSIBLE for any loss caused by the neglect of any of the said Subscriber's servants, clerks, attorneys, and employés in procuring, collecting, and communicating the said information; and the actual verity of the said information is in no manner guaranteed. The agreement further provides that the information thus communicated shall be STRICTLY CONFIDENTIAL; shall never be communicated to the persons to whom it refers; and, that all inquiries made shall be confined to the legitimate business of the Subscriber's establishment.

For \_\_\_\_\_

No. \_\_\_\_\_



12

H

Mr. S. S. M.

We think he is a man of character & reliable so far as his worth as concerned we cannot say exactly. ~~tho~~ we think about 1000 more or less. We know not much of his credit or responsibility to his creditors. We are inclined to think he is not much involved or is about a stand not much gain not much in the year

No 2

# THE MERCANTILE AGENCY

OF

DUN, WIMAN & CO.

R. G. DUN & CO.

E. RUSSELL & CO.

THE information given on this sheet is an answer to an inquiry made by a subscriber to The Mercantile Agency, who asks for the same AS AN AID, to determine the propriety of giving credit. The information is communicated under the conditions of an agreement signed by the said Subscriber, which expressly stipulates that the said information is obtained by the servants, clerks, attorneys, and employes of the said Subscriber and on his behalf. The said agreement also expressly stipulates that the said Mercantile Agency SHALL NOT BE RESPONSIBLE for any loss caused by the neglect of any of the said Subscriber's servants, clerks, attorneys, and employes in procuring, collecting, and communicating the said information; and the actual verity of the said information is in no manner guaranteed. The agreement further provides that the information thus communicated shall be STRICTLY CONFIDENTIAL; shall never be communicated to the persons to whom it refers; and that all inquiries made shall be confined to the legitimate business of the Subscriber's establishment.

For.....

No. ....



4

H

Feb 24. 83.

Don't know whether any Co or not  
I learn they are respectable parties but first  
of next month is going to see out to  
some young men by the name of Jynnes  
Howell com formerly of G. & Co and  
ch. ~~later~~ <sup>was</sup> ~~desisted~~ C. & Co has  
done him against the business  
His means are small not over 1000\$

Character regarded good No 3

# THE MERCANTILE AGENCY

OF

DUN, WIMAN & CO.

R. G. DUN & CO.

E. RUSSELL & CO.

THE information given on this sheet is an answer to an inquiry made by a subscriber to The Mercantile Agency, who asks for the same AS AN AID, to determine the propriety of giving credit. The information is communicated under the conditions of an agreement signed by the said Subscriber, which expressly stipulates that the said information is obtained by the servants, clerks, attorneys, and employés of the said Subscriber and on his behalf. The said agreement also expressly stipulates that the said Mercantile Agency SHALL NOT BE RESPONSIBLE for any loss caused by the neglect of any of the said Subscriber's servants, clerks, attorneys, and employés in procuring, collecting, and communicating the said information; and the actual verity of the said information is in no manner guaranteed. The agreement further provides that the information thus communicated shall be STRICTLY CONFIDENTIAL; shall never be communicated to the persons to whom it refers; and, that all inquiries made shall be confined to the legitimate business of the Subscriber's establishment.

For.....

No. ....



J. Whitehill & Co, and others,  
v.

G. W. Howell & Co and others.

Joel H. Butcher, being duly sworn, says that he has examined the records of the Office of Dunn's Mercantile Agency at Norfolk, Va. and made the following copies from said records, to wit; the copies hereto annexed marked 1-2 and 3. - which copies he swears are correct as compared with the originals, that he could not get the originals because the agent and custodian of them stated that the rules of his agency forbade his allowing them to go out of his office.

Joel H. Butcher

Subscribed and sworn to before  
me in the City of Norfolk, Va.

this 14th day of July, 1883.

Wm. A. White. J. P.

Whitehill Geo re  
v.

Geo. Howell Howe

Affidavit  
of  
Joel H. Leitch



State of Virginia,

County of Hansemond, to wit:

Be it remembered that Robert R. Prentiss of Suffolk, Virginia this day personally appeared before me and made oath that, during a conversation between George W. Howell and himself, on the 14<sup>th</sup> day of June 1883 on the front porch of the store-house recently occupied by G. W. Howell & Co. of Carrsville Va the said George W. Howell made <sup>statements</sup> substantially the following admissions and statements;

that he was in the habit of sending country produce taken in at the store, to Messrs. J. H. Cutchin & Co. of Norfolk Va, that he ~~from~~ <sup>also</sup> sent J. H. Cutchin & Co. money; that it was his habit to pay ~~his bills~~ the bills for goods sold and delivered to G. W. Howell & Co. by drafts on the said J. H. Cutchin & Co.; that at the time he confessed the judgment in favor of J. H. Cutchin & Co. for \$290.<sup>27</sup> he knew that he was largely indebted to J. H. Cutchin & Co, but that he did not know what was the amount of his indebtedness to J. H. Cutchin & Co, though he thought it was about \$3000.-, that his confidence in Joel H. Cutchin was so great that he would have accepted as correct

~~whatever sum~~ and confessed judgment  
for, whatever amount Mr. Joel H. Cutchin  
had claimed as due to J. H. Cutchin Co. by  
him the said Howell. That the said indebt-  
edness partly arose from advancements made  
to G. W. Howell Co. for the conduct of the  
said business, that he had been paying for  
the said advancements interest at the rate  
of nine per centum per annum -

Robt. R. Prentiss. -

Virginia,

Warren and, County Clerk.

The foregoing affidavit was subscribed and  
sworn to before me in the said County by  
Robt. R. Prentiss, this the 13<sup>th</sup> day of July 1883,  
Given under my hand this the 13<sup>th</sup> day of July  
1883.

E. C. Howell and, W. P.



Whitchill Co. V.

Sw Affidavit of  
v. Robt. D. Prentiss

G. W. Dowell Co. V.

**NOTICE OF DISSOLUTION.**—Notice is hereby given that the partnership existing between the undersigned merchants, doing business at Carrsville, Isle of Wight county, Va., under the name and style of G. W. HOWELL & CO., is this day dissolved by mutual consent. The business will be continued under the name of G. W. Howell & Co., by G. W. Howell, and the business of the old firm will be closed by him.

G. W. HOWELL,  
J. H. CUTCHIN.

Jan. 30, 1880.

---

**IN RETIRING FROM THE ABOVE** firm I return my thanks to the public for the liberal patronage bestowed, and solicit a continuance of the same for the new firm.

J. H. CUTCHIN.



State of Virginia

Southampton County Trust

R. R. Liffin, former proprietor of  
The Franklin Gazette, ~~for~~ a News  
paper published in the County of  
Southampton, Virginia, personally  
appeared before me a Justice of  
the Peace for said County and  
State and declared that the  
aforesaid notice of the dissolution  
of the firm of G. W. Howlett & Co. was  
published in said paper for  
four weeks consecutively  
beginning under my hand  
This 13<sup>th</sup> day of July 1883  
J. A. Hollang, J.P.

Whitehill Geo. &c.

v.

Howell Geo. &c.

Affidavit  
of  
H. R. Griffin



I. Whitehill & Co. & als.

<sup>v.</sup>  
G. W. Howell & Co. & als

we Gavin Rawls, J. T. Bradshaw. Edward  
Rawls, J. F. Eley, D. E. Howell, James W.  
Johnson, Ethelbert Rawls, & J. D. Harrison

merchants and citizens of the village  
of Carrsville, Isle of Wight County, Vir-  
ginia, being first duly sworn, jointly  
and severally say:

That we were always informed and  
believed that the firm of G. W. Howell  
& Co. lately doing business in the said  
village, was composed exclusively  
of G. W. Howell, and we further state  
that we never heard or believed  
that Joel H. Butchin and C. A.  
Butchin of Norfolk, Virginia, either  
as individuals or as a firm trading  
as J. H. Butchin & Co. were partners  
of the said Geo. W. Howell.

So far as we know of the style and mode of  
dealings between the said parties, we believed  
that the said firm of G. W. Howell & Co. was in-  
debted to J. H. Butchin & Co.

Gavin Rawls, M.D.  
J. T. Bradshaw Lumber Man

Edmund Roberts R.R. agent  
J. F. Eley Farmer  
J. E. Howell Clerk  
James W. Johnson farmer  
Edmund Roberts  
J. D. Harrison Clerk

State of Virginia

County of Albemarle

This day personally appeared before  
me a Notary Public for the County  
of Albemarle the persons whose  
names are attached to the above  
writing and made oath that to the  
best of their knowledge and belief  
to be true.

Given under my hand this  
12th day of July 1883

John H. Holland. Notary Public



Whitehill Geo. vs

vs

Geo. Howell Geo. vs

affidavit  
of  
Gavin Rawles &c

✓

J. Whitehill & Co. others.

vs

G. W. Howell & Co. others

E. W. Moore being first duly sworn, testifies as follows:

I am 62 years of age: reside in the City of Norfolk, Va, and am the Representative of Bradstreet's Mercantile Agency.

My duties as such make it necessary for me to ascertain and report to this, and through the Agency I represent, to every other business community, the members and financial standing of the different business firms and co-partnerships in all this section of the State.

The firm of J. B. Butchin & Co. of Norfolk, Va. is and was composed of Joel B. and C. A. Butchin, and the firm of G. W. Howell & Co. of Garrettsville, Lk. of Wright County, Va. is, or was from its inception to the time of being closed up, composed of ~~Geo. W. Howell~~ <sup>Geo. W. Howell</sup> exclusively.

I further know that in this community it was not understood that Joel B. Butchin or C. A. Butchin had ever been members of the firm of G. W. Howell & Co. or had ever dealt with them in any such



manner as to make them or either of them responsible as co-partners.

I reported the firm of G. W. Howell Co. to be composed as above set forth, and also reported the fact that they were supposed to be indebted to J. H. Cushman Co.

These reports were sent to every subscriber of said Agency in the United States, and almost every business firm in the Country is a Subscriber to the said Agency or to Dun's Mercantile Agency.

Subscribed & sworn to before me  
this 12<sup>th</sup> day of July, 1888.  
My Comm. N. P.

Ellis M. Smith  
The Bradstreet Company

Whitcomb Co. and Co.

G. W. Howell Co. and Co.

Appraised by

of  
Cushman Co.

Whitehill Geo. & als.

v.

Geo. Howell Geo. & als.

R. H. Gordon, Jr. of the City of Norfolk Va. being first duly sworn testifies and says as follows:

For the past few years, ever since the formation of the firm of J. B. Butchin & Co. I have been in their employment as receiving clerk, and in other capacities.

I am familiar with their business and with their relations with the late firm of G. W. Howell & Co. of Warsaw, Ill. of Wright Co. Va.

The former copartnership existed exclusively of Joel B. Butchin and C. A. Butchin, and the latter firm was composed alone of Geo. W. Howell. I never heard any one say that Joel B. or C. A. Butchin or their firm were either directly or otherwise, connected with G. W. Howell & Co. as partners in any of the ~~supplied transaction~~ of G. W. Howell & Co.

There was nothing in the course of dealings between the said parties in any respect different from that pursued in the cases of the other patrons of the said J. B. Butchin & Co.



I know that G.W. Howell & Co. were in the habit of shipping produce to J.B. Butcher & Co. and drawing drafts on them, and I also know that the latter firm always gave them credit for all such shipments and remittances, and in every respect they dealt with them precisely as they did with their other customers.

I further know that the said firm of G.W. Howell & Co. are indebted to the said J.B. Butcher & Co. in a large sum of money, at the least in the sum of \$6000— which was contracted in Norfolk, Va.

R.H. Gordon Jr

Subscribed and sworn to before me in the City of Norfolk, Va. this 11<sup>th</sup> day of July, 1883.

Wm N. White  
N.P.

Whitchell & Co. vs.

v.

G.W. Howell & Co.

Affidavit

of

R.H. Gordon, Jr.,

J. Whitehill & Co. Merchants }  
 vs  
 Geo. Howell & Co. Merchants }

D. S. Gresham, Jr. being first duly sworn testifies and says as follows:

I was book-keeper for J.H. Butchin & Co from July 1881 till February 26<sup>th</sup> 1883. I know that the firm of G.W. Howell & Co. of Carville, Va. was composed exclusively of Geo. Howell; and I also know that J.H. Butchin and C.A. Butchin, either individually or as a firm trading as J.H. Butchin & Co. were partners of said Geo. Howell.

I further state that the dealings of J.H. Butchin & Co. with Geo. Howell & Co. were precisely like those with other partners of J.H. Butchin & Co. All drafts of Geo. Howell & Co. were charged against them, and all shipments and remittances duly created to them.

When I left the service of J.H. Butchin & Co. Geo. Howell & Co. were indebted to them for advances in a balance of about \$1,500.— which was contracted in Norfolk, Va.

There was nothing which came to my knowledge while their book-keeper, as aforesaid, to lead me to believe or suspect



that they were partners of Geo. Howell & Co.  
directly or otherwise, and certainly work-  
ing in their business dealings to lead  
me or any outsider to believe or sus-  
pect that they were partners with  
said Geo. Howell trading as Geo. How-  
ell & Co.

S. S. Gresham Jr.

Subscribed and sworn to  
before me in the City of New  
York this 11<sup>th</sup> day of July.  
1883. J. M. White, Notary Public.

Whitehill & Co. v. S.

G. W. Howell & Co.

Affiant

of  
S. S. Gresham Jr.

J. Whinnery & Co. Notaries.

By  
Geo. Howes & Co. Notaries

A. J. Francis, being first  
duly sworn Testifies as follows: viz:  
About a week ago. I was walking down  
Main Street New Bedford with Joel H.  
Culbertson. and when near to or opposite  
Pettit Smith's Store, we met Dr. Jordan  
of the firm of Wallis & Jordan. I heard Mr.  
Culbertson ask Mr. Jordan, if he believed  
that he Joel H. Culbertson was a mem-  
ber of the firm of Geo. Howes & Co. To  
which I heard Mr. Jordan respond  
"No I did not & do not believe you  
were a partner of the concern." and  
I also heard him say that the firm  
of Wallis & Jordan did not ship Jew-  
elry & Culbertson goods upon the be-  
lief that he Joel H. Culbertson was a  
partner of the concern.

Subscribed & sworn to before A. J. Francis  
me this 11th day of July 1883.

My Notary

Notary Public, for  
the City of New Bedford.



I. Whistler & Co  
vs  
E. W. Howells

affidavit of  
A. J. Francis

State of Maryland }  
City of Baltimore } S.S.

Be it remembered on this  
11th day of July 1883, personally appeared  
Alfred B. Faulkner of the firm of Bruff  
Maddux and Faulkner who being first  
duly sworn deposes and says as follows, to wit:  
- That for ~~about the~~ several years past  
and up to the first of January 1883. The  
firm of Bruff, Faulkner & Co. have been sell-  
ing dry goods and notions by wholesale to  
the firm of G. W. Horrell & Co. And since the  
first day of January A.D. 1883 when the  
firm was changed to Bruff Maddux and  
Faulkner they have been selling dry goods  
and notions by wholesale to the firm of  
G. W. Horrell & Co. of Canville Virginia  
that the said firm of Bruff Maddux and  
Faulkner in the sum of nine hundred  
and eighty seven dollars and thirty four  
cents, and to Bruff Faulkner & Co in the  
sum of thirty dollars and ninety five  
cents: That at the time the said Bruff  
Maddux and Faulkner commenced to  
deal with G. W. Horrell & Co., Joel H. Butch-  
-ins was a member of the firm of G. W.  
Horrell & Co. That all goods which have  
been sold to the said G. W. Horrell & Co.  
by the said firms have been sold under the



belief that the said Joel H. Cutchin was a member of the said firm.

The style of the said firm has never changed since Bruff ~~Maddux and~~ Faulkner & Co commenced to deal with the said G. W. Horrell & Co. but has always remained G. W. Horrell & Co. No notice of any dissolution either directly or indirectly has been received by either Bruff, Faulkner & Co nor Bruff Maddux and Faulkner and had either Bruff, Faulkner & Co or Bruff, Maddux and Faulkner, received any intimation that Joel H. Cutchin had withdrawn from said firm, the above firms would not have sold to G. W. Horrell & Co unless they had furnished satisfactory evidence of their ability to meet their future obligations.

And the bills now due were sold on the faith of Joel H. Cutchin's connection with the said G. W. Horrell & Co as a partner.

That the said firm of G. W. Horrell & Co have been in the habit of paying their bills by drafts signed G. W. Horrell & Co drawn on and paid by J. H. Cutchin & Co of Norfolk Virginia

All letters received by either of the said firms from G. W. Horrell & Co. have

been signed G. W. Storrell & Co and  
all notes given in settlement of their  
bills have been signed G. W. Storrell  
and Co.

Alfred B. Faulkner

Subscribed and sworn to

before me, this 11<sup>th</sup>

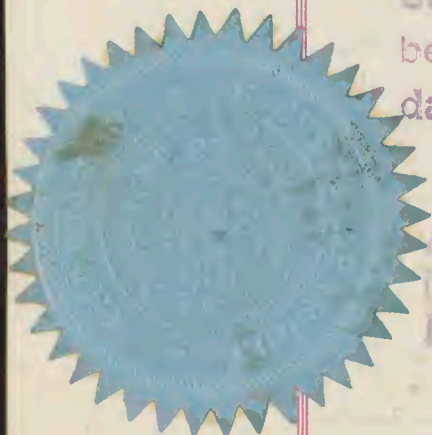
day of July 1883.

G. W. Storrell & Co  
Virginia

A Commissioner for

in the State of Maryland, Residing at

Baltimore City 83 Lexington St





8

State of Maryland } ss  
City of Baltimore }

Be it remembered on this 11th day of July, A D 1883, personally appeared John D Sichel, <sup>being the firm of Sichel, Hellen & Co</sup> who being first duly sworn deposes and says as follows to wit: - that for about three years past the firm of Sichel, Hellen & Co. have been selling notions by wholesale to the firm of G W Horrell & Co of Charlottesville, Virginia, that the said firm is now indebted to Sichel Hellen & Co in the sum of six hundred and twenty six dollars and ninety cents (\$626<sup>90</sup>/<sub>100</sub>); that at the time the said Sichel Hellen & Co commenced to deal with the said Horrell & Co Joel H Cutchin was a member of the said firm of G. W. Horrell & Co that all goods which have been sold to the said G. W. Horrell & Co by Sichel, Hellen & Co have been sold under the belief that the said Joel H. Cutchin was a member of the said firm.

The style of the said firm has never changed since Sichel Hellen & Co commenced to deal with the said G. W. Horrell & Co. but has always remained "G. W. Horrell & Co." No notice of any dissolution either directly or indirectly has been received by Sichel Hellen & Co.

and had ficked Keelen & Co received  
any intimation that Joel H Cutchin  
had withdrawn from said firm <sup>the firm</sup> ~~the~~  
~~should~~ not have sold to the said G W.  
Horrell & Co unless they had furnished  
satisfactory evidence of their ability to  
meet their future obligations; and the  
bills now due were sold on the faith  
of Joel H. Cutchin's connection with  
the said G. W. Horrell & Co. as a partner

John L. Dierker

Subscribed and sworn to  
before me, this 11th

day of July 1883.

G. Ezra Readon  
Virginia

In the County of Baltimore City 33





Whitchell & Co. & Co.

Sworn Affidavits of  
v. *[Signature]* A. B. Faulkner &  
*[Signature]* Geo. L. Sickel.

G. W. Howell & Co. & Co.

The deposition of B. F. Ashburn taken before me E. C. Holland a Notary Public for the County of Hansemond in the State of Virginia, to be read as evidence on a motion to dissolve the injunction heretofore awarded in the chancery cause of Whitehall & Co. v. G. W. Howell & Co. and others now pending in the Circuit Court of Isle of Wight County.

The witness B. F. Ashburn being first duly sworn, in answer to questions deposes and says:

1. Q. State your ~~name~~ age, residence and occupation?

Ans. Age 40; salesman for Buff, Maddox and Fanecker, Baltimore, Md.; residence, Suffolk, Va.

2<sup>nd</sup> Q. Do you know the firm of G. W. Howell & Co.? if so, state, how long you have known it and of whom it is composed.

I know them. I have been selling them goods for ~~three~~ <sup>four</sup> years. I have always supposed that J. H. Cutchin was the owner, in fact was told so at the time I commenced selling them by Howell himself. I think he was unquestionably a member of the firm, and sold them goods with that understanding.



He was engaged then as a member of the firm at the time we commenced selling them goods

3<sup>rd</sup> Q Have you ever received any notice of a dissolution of the said firm by the withdrawal of J. H. Cutchin?

Ans. I have not.

4<sup>th</sup> Q Have you ever heard of such dissolution? Only since the failure of Howell & Co.

5<sup>th</sup> Q Did the style of the said firm change from the time you commenced selling them goods to the present time?

Ans. Not to my knowledge. I always sold to J. C. W. Howell & Co. Orders filed, notes signed and drafts

Ans. Not to my knowledge. I always sold to J. C. W. Howell & Co. Orders filed for J. C. W. Howell & Co., notes were signed by J. C. W. Howell & Co., and drafts given in payment by J. C. W. Howell & Co. on J. H. Cutchin & Co.

6<sup>th</sup> Q Can you remember any circumstances or conversation with Joel H. Cutchin indicating that he was interested in the business of J. C. W. Howell & Co.?

Ans. About six months ago, in a conversation between Mr. Joel H. Cutchin and myself at Hobart & Moore's P.M. between Suffolk and Carverville, Mr. Cutchin stated that he had only a few days ago taken out an additional policy for J. C. W. Howell & Co. <sup>on their stock</sup> and that J. C. W. Howell & Co. did not know at the time the

Amount of our car on a he was carrying; that he took it out himself and changed to the firm of Howell & Co, for his own protection and without any consultation with Van Hornell.

9<sup>th</sup> Q. Are any of the bills owing by Howell & Co to Bruff, Mordox and Faulkner now due?

Ans. Yes, sir. Over \$500 dollars in round numbers of <sup>the</sup> bills owing to Bruff, Mordox and Faulkner are just due.

8<sup>th</sup> Q. Were any of the goods for which Bruff, Mordox and Faulkner are now claiming receipt sold to Howell & Co?

Ans. We have one note of \$209, at 60 days & one note of \$89.45, at four months, for goods sold or bailed on the 19<sup>th</sup> of May to the said Howell & Co. These goods must have come to hand after the judgment was confirmed.

And for this deponent sooth notes  
Signed,

B. F. Ashburn

Virginia,

Measmore County Court:

I, E. L. Holland, a notary public, in and for the County of Measmore, in the State of Virginia, do certify, that this deposition was taken, sworn to and subscribed before me, at the time and place mentioned in the Caption. Given under my hand this the 10<sup>th</sup> day of July, 1883,

E. L. Holland J. P.



Whitchell Co. Vt.

Deposition  
of  
B. F. Ashburn.

G. M. Howll Co. Vt.

The deposition of B. C. Eley taken before me Robt. R. Prentiss a Commissioner in Chancery of the Circuit Court of Nansemond County at my office in Suffolk Va, on the 6. day of July 1883, to be read as evidence on behalf of the Complainants in the chancery cause of Whitehill & Co. V. Howell & Co. &c now pending in the Circuit Court of Isle of Wight County, on a motion to dissolve the injunction heretofore awarded in the said cause.

The witness B. C. Eley & being first duly sworn in answer to questions deposes and says:

1. Q. State your age, residence & occupation?

Ans. I am 43 years old, I call Nansemond my home, my family lives in Chuckatuck Va. I am a travelling salesman. -

2. Q. Were you acquainted with the firm of E. W. Howell & Co. & if so how long have you known the firm?

Ans. I know them. Have known them for three years or more probably. -



3. Q.

Did you ever sell the said Howell & Co. any goods and if so ~~upon what~~ what was the basis of credit? -

Ans.

We regarded Joel H. Cutchin as the basis of credit. I have sold the concern goods for about three years past. They were doing business together G. W. Howell and Joel H. Cutchin under the name of G. W. Howell & Co. - They have continued to buy goods from me under the style of G. W. Howell & Co. - In giving their notes to close bills they always signed G. W. ~~Howell~~ Howell & Co. -

~~4. Q.~~

4. Q.

Have you ever received any notice of a dissolution of the said concern either directly or indirectly?

Ans.

I have not until within the last month, since the <sup>last</sup> sale which I made to them I have heard it said that they had dissolved. -

5. Q.

How were their bills paid? -

Ans.

By drafts on J. H. Cutchin & Co. signed by G. W. Howell & Co. -

Q. What house do you represent, and upon whose credit <sup>were</sup> ~~was~~ the ~~last~~ bills which are now due to your house sold?

Ans. I represent Siebel Heller & Co., - The last bills <sup>were</sup> sold just as the previous ones were - They were sold under the belief that the firm of G. H. Howall & Co. was composed of G. H. Howall and Joel H. Cutchin - If I had had any intimation that the firm was composed only of G. H. Howall I should not have sold him the goods - This was the general belief among the salesmen in Baltimore with whom they dealt -

Further this deponent said not.

B. C. Elly

State of Virginia,

County of Hansemond, to wit:

I Robt. D. Prentiss a Commissioner in Chancery of the Circuit Court of Hansemond County do certify that the foregoing deposition of B. C. Elly was taken sworn to and subscribed before me at the time and place mentioned in the caption hereto - Given under my hand this 6. day of July 1883.

Robt. D. Prentiss -

Comm. in Chancery



Whitchell & Co. v. v.

Deposition  
of  
B. C. Eley.  
G. W. Howell & Co. v. v.

# The Commonwealth of Virginia,

TO THE SHERIFF OF ISLE OF WIGHT COUNTY, GREETING

WE COMMAND YOU TO SUMMON *George W. Howell, Joel A. Cutchin*  
*and C. A. Cutchin merchants & partners trading as G. W. Howell*  
*& Co. the said Joel A. Cutchin & C. A. Cutchin merchants &*  
*& partners trading as J. A. Cutchin & Co., M. D. T. Davis*  
*& B. D. Thomas merchants & partners trading as M. D.*  
*T. Davis & Co. and S. B. Edwards shff. of Isle of Wight County*  
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 *July* next to answer *the bill*

*in chancery of Israel Whitcomb, merchant*  
*trading as I. Whitcomb & Co. and R. Page Waller*  
*and D. W. Jordan merchants & partners trading*  
*as Waller & Jordan*

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

Witness, N. P. YOUNG, Clerk of our said Court at the Court House, the *19<sup>th</sup>*

day of *June* 188*3*, in the *10<sup>th</sup>* year of the Commonwealth.

*N. P. Young* clerk



Test, J. P. Young cell.

to. Dear to

Ans. Bell

Gen. W. Howard.

de. et al.

To July 22. 1883.

R.R. Rancates fcp.

The bond required in  
this suit has been  
executed.

Feate, J. P. Granger

Received & entered in the Cash Book  
 of the City of New York  
 the sum of \$100.00  
 paid by the City of New York  
 for the purchase of land  
 at the corner of Broadway  
 and Nassau Street  
 in the City of New York  
 on the 1st day of January  
 1867.  
 J. C. Smith, Mayor.  
 J. C. Smith, Clerk.

# BARGAINS!

---

## GOODS

### AT and BELOW COST!

---

By virtue of a decree pronounced in the chancery cause of Whitehill & Co. vs. G. W. Howell & Co., I shall, at the store recently occupied by Howell & Co., at Carrsville, Va., proceed to sell cheap for cash a large and well-selected stock of General Merchandise, consisting of

**DRY GOODS, NOTIONS, HARDWARE, GROCERIES,**

**Boots, Shoes, Hats, Caps, &c.**

 The stock is **ALMOST ALL NEW**, and is in fine condition.

**DO NOT MISS THE CHANCE!**

**Come Early and Take Your Choice!**

The store will be open every day until further notice.

**L. B. EDWARDS, Receiver.**



# Norwich Union Fire Insurance Society.

Agency at July 13th 1883.

NORFOLK, Va.

J. H. Cutchini Esq.  
Norfolk, Va.

Dear Sir:

In reply to your application for insurance on the Stock of Messrs Jenkins & Cutchini at Franklin, Va. - Now in the hands of a Receiver, or levied upon by the Sheriff, we would state that we are Compelled to decline the Same, as the issue of a Policy under such Circumstances would invalidate the insurance. The Companies always decline risks during the existence of a judgment lien, and in our opinion the property cannot be insured.

Yours truly,  
Geo. H. Day

Sept. afternoon.  
Home

~~R.R. Pender~~

~~T.M. Connor~~

~~R.C. Ely~~

~~H.W. Webster~~

Jackson

Lick

Arthur

Ely

Jenkins, W. C. H. H.

O'Connor

Ely

Webster

Jones

R.R. Pender





Receipt of L. B. Plowden, receiver in  
the suit of J. Whitehill & Co, v. Waller & Gordon  
vs. Rev. M. Samuel & Co. on July 25th 1855  
Sixteen dollars for services as clerk in  
said case. T. & Samuel & Co's store at Cornville  
J. C. Parker



Norfolk, Va. Aug 3 1883  
Mr L. B. Edwards  
Receiver

TO THE EVENING NEWS, DR.

C. W. HILL,  
K. R. GRIFFIN,  
E. E. HATHAWAY. }

Over Santos' Drug Store.

July 19 To advt sale Dry  
Goods notions &c  
3 1/2 sqs 3 times \$4.09

NEW ADVERTISEMENTS.

**BARGAINS!**

**Goods at and Below Cost!**

By virtue of a decree pronounced in the chancery cause of Whitehill & Co. vs. G. W. Howell & Co., I shall, at the store recently occupied by Howell & Co., at Carrsville, Va., proceed to sell cheap for cash a large and well-selected stock of General Merchandise, consisting of

Dry Goods, Notions, Hardware,  
Groceries, Boots, Shoes,  
Hats, Caps, &c.

The Stock is almost all new, and is in fine condition.

Do not miss the chance. Come early and take your choice.

The store will be open every day until further notice.

**L. B. EDWARDS,**

Receiver.

July 19-Jawtf

Suffolk, Va., Aug 17 1883

Mr L B Edwards Receives Geo W Howell & Co  
To The Suffolk Herald, Dr

Fine Book and Job Printing at Moderate Prices.

|         |                                                                                  |      |
|---------|----------------------------------------------------------------------------------|------|
| July 11 | To Ad Sale of Good Geo W Howell & Co<br>in Herald 2 1/2 inches (4 Times) 1 month | 3.00 |
|         | 100 8th Sheet Bills                                                              | 1.50 |
|         |                                                                                  | 4.50 |

Aug 6.83 Recd. Payment J. E. Hooker



L B Edwards  
Received  
G M Howell & Co

---

NORFOLK, VA. June 13

1883

Mess G. W. Howell & Co

BOUGHT OF WALLER, ~~MALINE~~ & JORDAN,

WHOLESALE GROCERS, FLOUR AND TOBACCO DEALERS,

TERMS,

NOS. 24 & 26 ROANOKE SQUARE.

|      |    |                                |                                                                |              |
|------|----|--------------------------------|----------------------------------------------------------------|--------------|
| May  | 14 | To 20 Bbls Satisfaction Family | 6 <sup>25</sup>                                                | 135 00       |
|      |    | " 1 Bbl S. H. Syrup            | 49 <sup>11-10</sup>                                            | 23 11 27     |
|      |    | 2 Tubs Anchor Brand            | 58-9                                                           |              |
|      |    |                                | 119-19 = 100.9 <sup>3</sup> / <sub>4</sub>                     | 97 5-        |
|      |    | " 1 Box Starch                 | 44 .5                                                          | 22 0         |
|      |    | 50 lbs Rice                    | 6 <sup>1</sup> / <sub>2</sub>                                  | 3 25         |
|      |    | 2 Sacks Rio Coffee             | 267 c 10 <sup>3</sup> / <sub>8</sub>                           | 27 71        |
|      |    | Dray age                       |                                                                | 1 25         |
| May  | 31 | 2 Bbls Gran Sugar              | 333-19<br>349-19<br>682-38 = 644.9 <sup>1</sup> / <sub>2</sub> | 61 18        |
|      |    | Cartage                        |                                                                | 20           |
| June | 1  | 1 keg 3/4 Powder               |                                                                | 6 25         |
|      |    |                                |                                                                | <hr/> 258 06 |



Whitchell Hco. v.

v.  $\frac{3}{4}$  Inch.

Howell Hco. v.

---

Exhibit No. 2.

with bill of

Whitchell HCo. v.

v.

Howell HCo. v.

93  $\frac{02}{100}$

Carrsville Va May 10 <sup>th</sup> 1883

Sixty days after date Pay to the

Order of Messrs L. Whitfill & Co

Ninety three  $\frac{02}{100}$  Dollars

Value received and charge the same to account of  
To Messrs J. S. Butcher & Co  
No 19 & 7 Norfolk Va. } G. W. Howell & Co





3  
Lbms to 20. New House  
In the company  
QHC

Return

57.5 —

All Claims must be made within Five Days after Receipt of Goods. Particular Attention paid to Orders.

Baltimore, 188

*Rep Geo Nowell & Co*

**I. WHITEHILL & CO.**

MANUFACTURING CLOTHIERS,

Terms:.....

No. 297 BALTIMORE STREET, corner of Liberty.

GOODS SENT OUT TO PACK WILL BE AT BUYER'S RISK.

Oct 14<sup>th</sup> 1882

|      |   |             |      |       |
|------|---|-------------|------|-------|
| 1700 | 1 | Over Coat   |      | 10 50 |
| 1718 | 1 | "           |      | 8 50  |
| 1698 | 1 | "           |      | 6 00  |
| 1699 | 1 | "           |      | 6 00  |
| 1647 | 2 | "           | 5 50 | 11 00 |
| 1640 | 2 | "           | 4    | 8 00  |
| 1641 | 1 | "           |      | 4 00  |
| 1630 | 4 | Boys Suits  | 5 50 | 22 00 |
|      |   | Case & Dray |      | 1 15  |

77 15

Nov 9<sup>th</sup> 1882

1713 1 Over Coat

13 50

90 65

195

Interest to June 15/83

Apr 20<sup>th</sup> 1883

|      |    |        |                   |       |
|------|----|--------|-------------------|-------|
| 1813 | 12 | Suits  | 110               | 13 20 |
| 1497 | 6  | "      | 62 <sup>1/2</sup> | 3 75  |
| 1921 | 6  | Suits  | 325               | 19 50 |
| 1807 | 4  | Boys " | 450               | 18 00 |
| 1857 | 4  | " "    | 625               | 25 00 |
| 1529 | 3  | Coats  | 75                | 2 25  |
| 1845 | 3  | "      | 75                | 2 25  |
| 1904 | 2  | Vests  | 150               | 3 00  |
| 1903 | 2  | "      | 175               | 3 50  |
| 1623 | 2  | "      | 175               | 3 50  |
| 1912 | 2  | Suits  | 800               | 16 00 |
| 1784 | 2  | "      | 850               | 17 00 |

Case & Dray

110 128 05

220 65



Office of G. EVETT REARDON,  
COMMISSIONER OF DEEDS,

No. 33 Lexington St., Cor. St. Paul St.

State of Maryland, City of Baltimore, to wit:

BY THIS PUBLIC INSTRUMENT BE IT REMEMBERED, That on this 15<sup>th</sup> day of June 1883, before me the subscriber, G. EVETT REARDON, Commissioner, resident in the City of Baltimore aforesaid, duly commissioned and qualified by the Executive authority and under the laws of the State of Virginia to administer oaths and affirmations, and to take depositions, affidavits and the acknowledgement and proof of Deeds and other instruments to be used or recorded therein, personally appeared

*J. Whitehill*  
who, being by me duly sworn according to law, did depose and say: That he is a member of the firm of

*Whitehill & Co* of Baltimore, Maryland,

Which said firm is composed of the following persons, and none others, viz:

*J. Whitehill*

that he believes the goods, wares, merchandise, effects and chattles charged in the annexed account were bona fide sold and delivered as charged, and that his firm has not, nor hath any person for / ~~him~~ to his knowledge and belief, received any payment or satisfaction for the articles charged, except the amount credited on the face of said account hereto annexed, nor has ~~he~~ *not* received any security for the same; and that the sum of \$ 220 <sup>80</sup>/<sub>100</sub> dollars charged and claimed is justly due, together with lawful interest to be added therefo according to the best of his knowledge and belief.

*Israel Whitehill*

And on the same day also personally appeared

*W. Somner* Clerk of  
*J. Whitehill & Co* and made oath in due form of law that  
the goods, wares, merchandise, effects and chattels charged in the annexed account were sold and delivered, as charged  
to the said *G. W. Struall & Co* and at the prices therein charged, and  
that the said *G. W. Struall & Co* assumed to pay for the same.

*W. Somner*

Sworn to and subscribed before me on the day and year  
above written.

*G. Evett Reardon*

Commissioner for the State of Virginia  
in the State of Maryland, residing at Baltimore City.

Office 33 Lexington street, cor. St. Paul street.

Whitchell Co. 5.  
vs. } Incl.  
Howell Co. do.

---

Exhibit No. 1  
with bill of  
Whitchell Co. 5.  
vs.  
Howell Co. 5.



J. Mitchell & Co. others

v.

George M. Howell & Co. others.

By consent of parties by  
court it is ordered that this  
cause may be submitted to the  
judge of the Court for decree  
therein in vacation.

W. H. & Co. Inc.

W. H. & Co. Inc.  
H. H. & Co. Inc.

Enter 20. April 1886.

Entered No. 1.



# Southern Telegraph Company.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions, limiting its liability, which have been assented to by the sender of the following message.

Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **UNREPEATED MESSAGES**.

This message is an **UNREPEATED MESSAGE**, and is delivered by request of the sender under the conditions named above.

A. L. BOULWARE, Receiver,

JOS. W. KATES, Gen'l Sup't,

Richmond, Va.

| NUMBER                | SENT BY | REC'D BY | TIME                   | CHECK      |
|-----------------------|---------|----------|------------------------|------------|
| 1M                    | R       | E        | 7.38am                 | 7 Paid 25- |
| Dated, Norfolk Va 19  |         |          | Rec'd at: SUFFOLK, VA. |            |
| To R R Prentiss       |         |          | April 19 1886          |            |
| Suffolk Va            |         |          |                        |            |
| all right make Howell |         |          |                        |            |
| case vacation cause   |         |          |                        |            |
| W H White             |         |          |                        |            |

Israel Whitehill, merchant trading  
as I. Whitehill & Co., and R. Page Waller  
and L. W. Jordan, merchants and  
partners trading as Waller & Jordan,  
vs.

George W. Howell, Joel B. Butchin and  
C. A. Butchin, merchants and partners  
trading as G. W. Howell & Co. the said  
Joel B. Butchin and C. A. Butchin,  
merchants and partners trading as  
J. B. Butchin & Co., M. L. T. Davis and  
R. W. Thomas, merchants and partners  
trading as M. L. T. Davis & Co., and  
L. B. Edwards, Sheriff of Ill of Wright  
County.

This cause came on this day  
on the motion of the defendants above  
named, to dissolve the injunction  
awarded in this cause on the 16<sup>th</sup>  
day of June 1883, upon the bill of  
the complainants, the answers of  
the defendants above named, general  
replications to the said answer  
and the exhibits filed, and upon  
the affidavits of R. R. Prentiss, R. F.  
Ashburn, B. C. Cley, A. B. Haukner,  
John L. Siegel,  
filed by the plaintiffs, and the  
affidavits of A. J. Francis, E. W. Moore,

S. S. Lusham, Jr., A. T. Byrd, Gavin  
Rawles, J. T. Bradshaw, Edmund Rawles,  
J. T. Eley, J. E. Howell, James N. Johnson,  
Ethelbert Rawles, J. W. Harrison, W.  
S. Wilkinson, K. P. Griffin, R. H. Gor-  
don Jr. Joel H. Butchin.

filed by the defendants, and was  
argued by counsel.

On consideration whereof the Court  
being of opinion that the cause  
should be further proceeded with,  
and without deciding any of the  
principles, doth overrule the said  
motion, and continue said injunc-  
tion; and all directions are reserved.

To the Clerk of the Circuit  
Court for the County of  
Isle of Wight. Va. )  
July 17<sup>th</sup> 1883 )

Geo: Blount  
Judge &c  

---



Whitehill Theo rals

vs  order

Howell Theo rals.

July 17<sup>th</sup> 1883

Recd O.B.M.H.  
Page. 413.

In Vacation.

In the Circuit Court of Isle of Wight  
County on the 4<sup>th</sup> day of July 1883 -

Whitehill & Co. and Walker & Jordan  
v.

G. W. Howell & Co. and others.

On the motion of the complainants  
and for reasons satisfactory to the Court it  
is ordered that L. B. Edwards, Sheriff of  
Isle of Wight County, who is hereby appointed  
Receiver for that purpose, do take into his  
possession all the stock of general merchandise  
belonging to G. W. Howell & Co. in the storehouse  
recently occupied by them at Carrsville Va, and  
all the notes, bonds, books of accounts and  
assets of every description belonging to the  
said G. W. Howell & Co.

The said L. B. Edwards is <sup>authorized and</sup> directed to convert  
the said assets into money with all reasona-  
ble speed, <sup>by proceeding</sup> ~~and is authorized to proceed~~ at once  
to collect the outstanding bonds, notes and  
accounts due to the said G. W. Howell & Co. and  
by making either public or private sales of  
the said stock of general merchandise and  
other assets for cash, except that on all bills of  
over \$100. - and under \$300. purchased by the same  
person he may allow a credit of sixty days,  
and on all bills of over \$300. purchased by the



same person he may allow a credit of three months. But each of the said bills on which a credit is given must be secured by the negotiable note of the purchaser, containing a waiver of the homestead exemption, with at least two good endorers; and none of the said merchandise sold privately shall be sold for less than <sup>75 per cent of the</sup> cost price thereof.

And for the purpose of carrying this order into effect the said L. D. Edwards is directed to advertise the time place and terms of the said sale in two or more convenient newspapers and by hand-bills extensively circulated; and he is authorized to employ such clerks, agents and attorneys as may be necessary for the purpose, paying them the compensation which is customary in the neighborhood for like services.

And all money realized from the sale and collection of the said assets, after paying actual and necessary expenses, including ~~a commission of~~ ~~per centum on the~~ ~~gross proceeds to the Receiver for his services,~~ shall be deposited to the credit of this cause on interest account in the Commercial Marine Bank of Norfolk, Virginia.

And the said Receiver shall make report to Court, and return with his report certificates



of deposit showing the amounts deposited by him in the said Bank as above directed. -

And the said L. B. Edwards is hereby authorized to sell the whole of the said stock of merchandise in bulk privately to any person or persons who will pay therefor not less than 75 per cent of the cost price thereof, the purchase money to be paid, one third in cash and the residue in three and six months from the day of sale, in equal instalments to be secured by the negotiable notes of the purchaser containing a waiver of the homestead exemption with at least two good endorssers.

But before the said Receiver shall have any authority under this decree he shall execute bond before the Clerk of this Court with good security in the penalty of \$10,000. - payable to the Commonwealth of Virginia and conditioned for the faithful discharge of his duties under this or any future decree that may be pronounced in this cause. -

July 24<sup>th</sup> 1883.

Geo: B. Edwards

To The Clerk of the  
Circuit Court for the  
County of Lee or Wright. Va

George Van

Witchell & Co. &c.

Deere  
N. M. appointing  
Receiver.

G. W. Howell & Co. &c.  
=

Recd. July 6<sup>th</sup>. 1883.  
and entered of record  
in O. B. 4. p. 451.

In the Clerk's office of the Circuit Court of  
Isle of Wight county, the 6<sup>th</sup> day of July 1883.  
This decree was received and entered of record.  
Teste, A. P. Young clk.



Israel Whitehill, merchant trading as I. Whitehill & Co. and N. Page Waller and D. W. Jordan merchants and partners trading as Waller & Jordan.

George W. Howell, Joel H. Cutchin and C. A. Cutchin merchants and partners trading as ~~Waller & Jordan~~ G. W. Howell & Co., the said Joel H. Cutchin and C. A. Cutchin merchants and partners trading as J. H. Cutchin & Co., M. L. J. Davis and B. D. Thomas merchants and partners trading as M. L. J. Davis & Co. and L. B. Edwards Sheriff of Isle of Wight County.

On the motion of the complainant an injunction is awarded according to the prayer of the bill to prohibit and restrain the defendants George W. Howell, Joel H. Cutchin, C. A. Cutchin M. L. J. Davis, B. D. Thomas and L. B. Edwards, their agents, attorneys and all other persons from selling or from otherwise disposing of ~~any~~ the stock of general merchandise in the store at Carrsville, Isle of Wight County Va. recently occupied by G. W. Howell & Co. or any part thereof, and from collecting or disposing of any other assets of the said G. W. Howell & Co. by any ways or means whatsoever until the further



order of the Circuit Court of Isle of Wight  
County. - But the complainants are not  
to have the benefit of this order until  
they or some one for them shall have execu-  
ted and delivered to the Clerk of the Circuit  
Court of Isle of Wight County a proper injunc-  
tion bond with security in the penalty of  
One Thousand Dollars conditioned and  
payable according to law. - Given under my  
hand this 16<sup>th</sup> day of June 1883.

Geo. B. Bond.

Seal of the Court

To The Clerk of the  
Circuit Court for the County  
of Isle of Wight, Va

Whitehill Geo. B. Bond.

vs. Defendants  
3

Geo. B. Bond.

Filed with this copy.

Filed June 19. 1883.

J. P. Spring ckb.

\$4635 =

Received of L. B. Edwards Sheriff of Isle  
of Wight £ fifty six hundred & thirty five  
dollars on account of execution in his  
hands against Geo. Arnold & Co in favor  
of ourselves -

L. H. Hutchins & Co

Aug 3<sup>rd</sup> 1833

Received of L. B. Edwards receiver  
for the suit of L. Hutchins & Co  
vs. Geo. Arnold & Co & others the sum  
of five hundred dollars -

Aug 3<sup>rd</sup> 1833 L. H. Hutchins & Co



State of Maryland, Baltimore City, Sct:

I HEREBY CERTIFY, That

*George McCaffray*  
Esquire, before whom the annexed acknowledgment and affidavit *was*

made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this *25* day of

*July* A. D. 1883.

*Richd J Allison*  
Clerk of the Superior Court of Baltimore City.

## STATE OF MARYLAND, CITY OF BALTIMORE, SS.

On the 25<sup>th</sup> day of July Eighteen Hundred and Eighty three

before the subscriber, a Justice of the Peace, in and for said State and City, personally appears

Charles H. Barker Clerk for Willist & Co

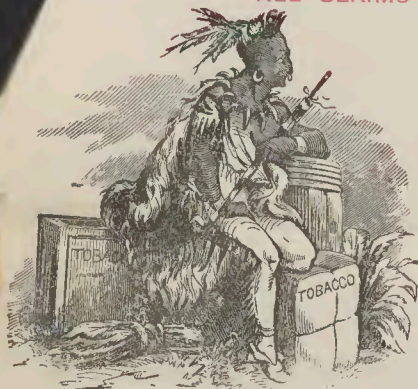
and makes oath on the Holy Evangelry of Almighty God, that the Annexed account, as stated, is just and true; and that, to the best of his knowledge and belief, no part or parcel of the same has ever been, either directly or indirectly, paid, satisfied, or secured.

SWORN BEFORE

Wm. McCaffrey Jr. 



If our Traveling Salesman is not at your place when this Bill is due, please remit direct to the house.  
ALL CLAIMS MUST BE MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS.



(665)

Baltimore, March 23<sup>rd</sup> 1883

Mr. G. W. Howell Esq.

To Virginia Willis Carriswell Isle of Wight  
Administrator  
**WILLIS & CO.** Va

WHOLESALE DEALERS IN

TOBACCO, CIGARS, SNUFF, &c.,

No. 16 HANOVER STREET.

Terms.....days.

Accounts Due must be Settled before New ones are made.

5- Caddy's Tobacco. Cutmeigs 14<sup>5</sup>/<sub>2</sub>  
18<sup>1</sup>/<sub>2</sub>  
18<sup>1</sup>/<sub>2</sub>  
18<sup>1</sup>/<sub>2</sub>  
18<sup>1</sup>/<sub>2</sub>

91<sup>1</sup>/<sub>2</sub> . 45<sup>5</sup>/<sub>2</sub> 41 18  
Drayage 35<sup>5</sup>/<sub>2</sub>

\$ 141 5-3

Put this in the  
junction and  
J. Howell & Co

Willis Ho.  
on 3 act.

Howell Ho.

To be filed in the  
suit of Whitehall

vs. on Howell Ho.

184.

Aug 29 / 88 Lloyd

An account of the transactions of L. B. Edwards  
as receiver in the suit of Whitwell Ho. vs.  
G. W. Howell Ho. et al. in Isle of Wight circuit court.  
1883.

|      |    |                                 |     |     |        |
|------|----|---------------------------------|-----|-----|--------|
| July | 10 | By cash for goods sold this day |     |     | 25 93  |
| "    | 11 | "                               | Do. | Do. | 21 75  |
| "    | 12 | "                               | Do. | Do. | 10 50  |
| "    | 13 | "                               | Do. | Do. | 32 50  |
| "    | 14 | "                               | Do. | Do. | 86 00  |
| "    | 16 | "                               | Do. | Do. | 36 25  |
| "    | 17 | "                               | Do. | Do. | 86 50  |
| "    | 18 | "                               | Do. | Do. | 34 75  |
| "    | 19 | "                               | Do. | Do. | 45 25  |
| "    | 20 | "                               | Do. | Do. | 26 50  |
| "    | 21 | "                               | Do. | Do. | 133 25 |
| "    | 23 | "                               | Do. | Do. | 58 75  |
| "    | 24 | "                               | Do. | Do. | 69 50  |
| "    | 25 | "                               | Do. | Do. | 133 14 |

To amt. paid Suffolk Herald for  
advertising

4 50

" Do. paid Evening News do.

4 00

" Do. " J. C. Parker Ch. amos

16 00

" " " J. E. Howell " "

18 84

" Comm. on \$811. 57 receipts

40 00

" Paid for making statement

2 50

" Balance paid to L. B. Edwards

off. under order Sup. court  
of Appeals and by him ap.  
plied towards the execution  
in his hands in favor of J. H.  
Cutler Ho. vs. G. W. Howell  
under said order

7 14 61

300 57 8 00 57



To the Hon. Geo. Blount Judge of the circuit  
court of Isle of Wight County.

Pursuant to a decree of said court  
rendered in vacation on the day of  
1883, in a suit in chancery then pending  
between Whitcomb & Co. vs. Geo. W. Howell & Co. chas. depts: appointing  
the undersigned as receiver in said  
suit and directing him to sell the prop-  
erty of said Howell & Co. & collect the debts  
due to said firm, and in pursuance  
of a subsequent order of the said court  
of appeals rendered in said cause  
ordering the undersigned to deliver over  
to the sheriff of Isle of Wight County the  
property & effects of said Howell & Co  
in his hands as receiver, respectfully  
reports that he has executed both of  
said orders, and submits the foregoing  
statement showing the manner in  
which the same were done.

Given under my hand as receiver  
in said suit, this 1st day of August 1883.

L. B. Edwards Receiver

Received of L. B. Edwards receiver in  
the suit of Whitcomb & Co. vs. G. W.  
Howell & Co. chas. the sum of seven hundred  
and fourteen dollars & fifty one cents the  
balance in his hands as shown by the  
foregoing statement.

L. B. Edwards Shff.

SICKEL, HELLEN & CO.



22 Hanover St.

\$ 142 <sup>27</sup>/<sub>100</sub>

Carrsville V. e. aprie 11 1883  
Five months after date & promise to pay to  
the order of Sickel Hellen & Co  
One hundred and forty two <sup>27</sup>/<sub>100</sub> Dollars

Payable and negotiable at  
Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.  
Witness our hand, this 11<sup>th</sup> day of Apr 11 1883

No.

Due 11/14 Sep.

J. W. Howell & Co

A. Roen & Co. 14th Baltimore.



SOLOMON HILLEN & CO.



22 Hanover St.

\$ 142 <sup>27</sup>/<sub>100</sub>

✓ Garrison V. <sup>e</sup> aprie 11 1883

Three months after date we promise to pay to  
the order of Sicker Hillen & Co  
One hundred & forty two <sup>27</sup>/<sub>100</sub> Dollars

Payable and negotiable at  
Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.  
Witness our hand, this 11<sup>th</sup> day of aprie 1883

No.

Due

11<sup>th</sup> July

G. W. Howell & Co

A. Doen & Co. Lith. Baltimore.



SICKEL, HELLEN & CO.



22 Hanover St.

\$ 142 <sup>27</sup>/<sub>100</sub>

✓ Louisville T. a June 11 1883  
Four months after date & promise to pay to  
the order of Fiske Hellen & Co.  
One hundred & forty two <sup>27</sup>/<sub>100</sub> Dollars

Payable and negotiable at  
Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.  
Witness our hand, this 11<sup>th</sup> day of June 1883

MD.

Due

14 careg.

G. W. Howell & Co

A. Heen & Co. Lith. Baltimore.

STATEMENT.

Baltimore,

188

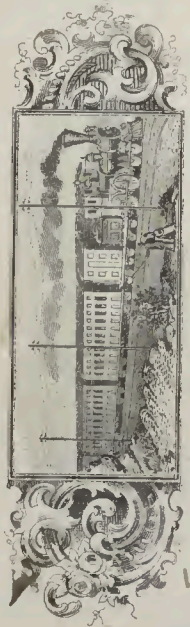
Messrs W Howell Co

Carrsville

To SICKEL, HELLEN & CO., Dr.

No. 22 HANOVER STREET.

|          |                   |      |        |
|----------|-------------------|------|--------|
| April 22 | To mase           | 125  |        |
| may 22   | " do              | 143  | 84     |
| " "      | " do 6 1/2 % 5/20 | 5500 | 200 09 |



\$

165 <sup>73</sup>

Cassville K<sup>a</sup> Mch 1<sup>st</sup> 1883

Ninety days after date promise to pay to  
the order of Rufus Maddux & Paulkner

One hundred <sup>and</sup> Sixty Five <sup>73</sup> <sub>100</sub> Dollars

Payable and negotiable at their office in Baltimore  
Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.

Witness hand, this day of 18

due 2 June '83



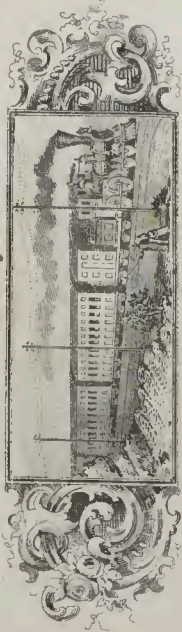
30 May 12 June

G. W. Howell & Co



1964

*Reynolds, Thomas*



\$ 345<sup>11</sup>/<sub>100</sub>

Carrsville Pa. Apr 19<sup>th</sup> 1883

Sixty days after date we promise to pay to  
the order of Buss Maddux & Faulkner  
Three hundred and Forty Five <sup>11</sup>/<sub>100</sub> Dollars

Payable and negotiable at their office in Pottimone Ind  
Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.

Witness hand this day of 18

due 18<sup>th</sup> June 83

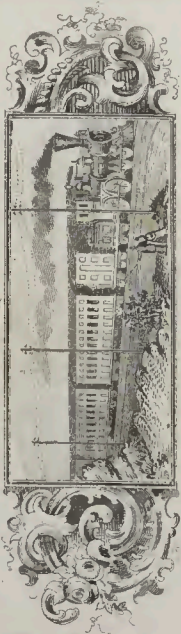


J. W. Howell & Co

2249

Supreme Court





\$

157 <sup>50</sup>/<sub>100</sub>

Carnsville 19 Apr 19<sup>th</sup> 1883

Four months after date we promise to pay to  
the order of Enuff Meadus Paulkner

One hundred and Fifty Four <sup>50</sup>/<sub>100</sub> Dollars

Payable and negotiable at their office in Baltimore<sup>md</sup>

Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.

Witness hand, this day of 18

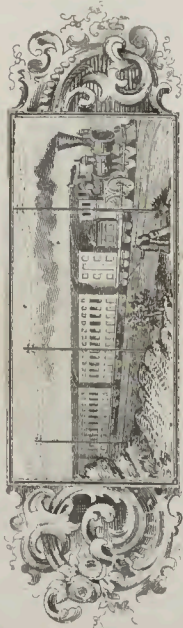
due 19<sup>th</sup> Aug 83



G. W. Horwill & Co

2250

~~Supplemental~~



\$202<sup>09</sup>

Carrsville K<sup>a</sup> May 19<sup>th</sup> 1883

Sixty days after date we promise to pay to  
the order of Cuff Madgen & Haul Kuel  
Two hundred and Two <sup>09</sup>/<sub>100</sub> Dollars

Payable and negotiable at their office in Baltimore  
Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.

Witness hand, this day of 18

due 18<sup>th</sup> July '83

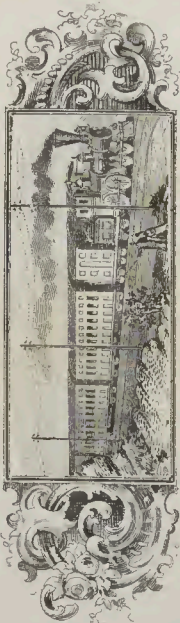


G. W. Howell & Co



73216

Philip Maudslayi



\$

89 <sup>45</sup>/<sub>100</sub>

Carrsville K<sup>a</sup> May 19<sup>th</sup> 1883

Four months after date we promise to pay to  
the order of Bruff Maddux & Faulkner  
Eighty Nine <sup>45</sup>/<sub>100</sub> Dollars

Payable and negotiable at their office in Baltimore  
Value received without offset. The Maker and Endorser each hereby waive the  
benefit of the Homestead Exemption as to the debt evidenced by this Note.

Witness hand, this 15 day of

due 19<sup>th</sup> Sept 83



G. W. Howell & Co

2327

~~Amphispiza bilineata~~





BUDDENHEIMER & WEL BALTO.



**RUFF MADDUX & FAULKNER**

WHOLESALE  
DEALERS IN

**DRY GOODS & NOTIONS**

BALTIMORE, EUTAW & GERMAN STS.

JOSEPH E. RUFF.  
ALFRED MADDUX.  
ALFRED B. FAULKNER

No goods taken back that agree with Invoice or Order  
and no Claims allowed unless reported within 10 days.

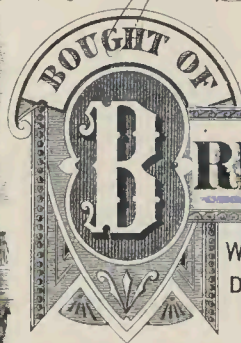
TERMS

4 m<sup>o</sup>

|       |    |                          |            |              |
|-------|----|--------------------------|------------|--------------|
| Jan'y | 20 | To 7/8 Servian Cottonade | 76 20      | 15 20        |
| "     | "  | " 1/4 Paris Tricot       | 48 17      | 8 16         |
|       |    |                          |            | <u>23 36</u> |
| Jan'y | 20 | To 1 doz Silk Hdk's      | 4 50       |              |
| "     | "  | " 2 " Bro 1/2 Hse        | @ 125 2 50 | 7            |
| Mch   | 12 | " 1 Gro Safety Pins      |            | <u>60</u>    |
|       |    |                          |            | 30 96        |



900 CENNER & WEL, BALTO.



JOSEPH E. BRUFF.  
ALFRED MADDUX.  
ALFRED B. FAULKNER.

WHOLESALE  
DEALERS IN

**DRY GOODS & NOTIONS**

BALTIMORE, EUTAW & GERMAN STS.

No goods taken back that agree with Invoice or Order  
and no Claims allowed unless reported within 10 days.

TERMS

*60 days*

*Dec 7 To 1/2s Gordon Kersey*  
*" 4. Martel Satins*  
*" 1. Stillwater do*  
*" 2. Solid Prints*

*Carriage & Drayage*

|               |             |
|---------------|-------------|
| <i>2637</i>   | <i>993</i>  |
| <i>1997 6</i> | <i>1197</i> |
| <i>465</i>    | <i>253</i>  |
| <i>1006</i>   | <i>602</i>  |

|             |
|-------------|
| <i>50</i>   |
| <i>3095</i> |
| <i>3086</i> |
| <i>6191</i> |

*101829*  
*3095*  
*98734*

Exhibit No. 6



# NOTICE

---

WILL BE SOLD FOR CASH, AT  
Geo. W. Howell's Store in Carrsville  
On Thursday, June 21st, 1883,

All his Stock of Goods, consisting of

**DRY GOODS & NOTIONS,**

SHOES and BOOTS, HATS and CAPS, HARD  
and HOLLOW WARE, WOODEN WARE,  
TABLE and POCKET CUTLERY, CROCKERY,  
GLASS AND TINWARE,

**READY MADE CLOTHING**

Tobacco and Segars, Trunks, Valises and Horse  
Collars, Plows and Castings Large Lot of Groceries,  
One Barnes' Iron Safe, No. 6; levied on to Satisfy an  
Execution vs. him in favor of J. H. CUTCHIN & CO.

L. B. EDWARDS, Sheriff.

June 9th, 1883.

Exhibit No. 3  
with Bill of  
Whitehill Co.

v.  
Howell & Co. &c.

\$ 731 49/100

NORFOLK, VA.,

May 25 1883

MAY 26 1883

Sixty days after date, We promise to

pay to the order of Shields MacArthur

Directly three 40/100 Dollars,

at the Citizens' Bank of Norfolk, Va.,

without defalcation, for value received. And we, maker and endorser, do hereby  
waive the benefit of our Homestead Exemption as to this debt.

July 27

No. Due

T. O. WISE, PRINTER.



Shiers Martin & Co

Exhibit No 51

Baltimore June 13 1883  
 Mr G W Howell & Co.

To Daniel & Meanley, Dr<sup>d</sup>.

Terms 60 days.

No. 298 W. Baltimore Street.

May 11 To Mdse.

24 71

Dr. Bob

This bill is for Daniel &  
 Meanley they order and to send it with  
 mine

for  
 J. P. Meanley

Daniel & Swanley  
\$24. 71

Exhibit No. 7.  
with petition of  
Daniel & Swanley D.  
~~and~~



MONTHLY STATEMENT.

E. & O. E.

Baltimore, June 2 3. 1888

Folio

710

Messrs G W Howell & Co  
Parsville Va

To CARLIN & FULTON, Dr.

NET CASH

60 days

No. 20 S. HOWARD ST.

PLEASE SETTLE PROMPTLY.

1883

Apr 21 To Mdse.  
May 15 " do

60 06  
81 65 141 71

Carlin & Fulton  
\$141.<sup>71</sup>

Exhibit No. 8.  
with Petition of  
Daniel McAnally &c.

State of Pennsylvania,

SS.

CITY AND COUNTY OF PHILADELPHIA,

Before me, **ALEXANDER RICKEY**, a Notary Public for the Commonwealth of Pennsylvania, in and for said City and County, personally appeared *Gary McCausland*, Book Keeper for *Louchheim Bros.* who being duly sworn or affirmed, according to law, doth depose and say, that the annexed account against *Mess Geo W. Howell* ~~and Co~~ is correctly copied from the books of Original Entry of *Louchheim Bros.* <sup>now 918</sup> Market St, formerly of 513 Market St Phila that the charges were made in said books at or about the time of their respective dates; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct, and the account just and true as stated; that there is now due and owing thereon the sum of *Five Hundred and Seventy-eight* <sup>88</sup>/<sub>100</sub> Dollars, *with Interest* that no part of said sum has ever been paid or in any manner settled, and that there are no deductions or offsets of any kind, except such as are thereon specified and credited.

*Gary McCausland*

Sworn or affirmed to, and subscribed before me, this *Twenty-third* day of *June* 1. D., 1883

In testimony whereof, I have hereunto set my hand and seal the day and year aforesaid.

*Alexander Rickey*

A Notary Public for the Commonwealth of Pennsylvania,  
residing in the City and County of Philadelphia.



STATEMENT.

375-

PHILADELPHIA, 5717 1883

Messrs Geo W. Howell & Co. Carrsville  
Va  
To LOUCHHEIM BROS. Dr.

Please Settle on Receipt of this.

513 Market St. and 510 Commerce St.

1885

|          |          |                    |    |                   |
|----------|----------|--------------------|----|-------------------|
| March 12 | To Mdse. | 5714 <sup>00</sup> | \$ | 578 <sup>88</sup> |
|----------|----------|--------------------|----|-------------------|

# Philadelphia March 12 1880

Mass Geo W. Howell & Co  
50 Bonckheim Bros W.D.

|          |               |       |       |
|----------|---------------|-------|-------|
| 605678 3 | Mix           | 11 -  | 33 -  |
| 575234 3 | ✓             | 9 50  | 46 50 |
| 633456 3 | ✓             | 14 50 | 37 50 |
| 609567 1 | ✓             |       | 15 50 |
| 577678 2 | ✓             | 10 50 | 21 -  |
| 515345 2 | ✓             | 6 50  | 13 -  |
| 625960 3 | ✓             | 10 50 | 31 50 |
| 604234 2 | ✓             | 8 50  | 17 -  |
| 503012 2 | ✓             | 7 50  | 15 -  |
| 419456 2 | ✓             | 5 75  | 11 50 |
| 636456 3 | ✓             | 8 50  | 25 50 |
| 595678 2 | ✓             | 6 50  | 13 -  |
| 394234 3 | ✓             | 6 -   | 18 -  |
| 599234 6 | ✓             | 9 50  | 57 -  |
| 375167 2 | ✓             | 12 -  | 24 -  |
| 500678 2 | ✓             | 5 75  | 10 50 |
| 159456 2 | ✓             | 5 -   | 10 -  |
| 3410 3   | ✓             | 8 75  | 26 75 |
| 3426 3   | ✓             | 9 50  | 28 50 |
| 3297 3   | ✓             | 43 75 | 13 13 |
| 601344 2 | Coats & Vests | 6 50  | 13 -  |
| 60556 3  | ✓             | 5 75  | 27 25 |
| 60569 3  | ✓             | 5 75  | 17 25 |
| 554 4    | Pants         | 4 -   | 16 -  |
| 569 4    | ✓             | 28 75 | 11 50 |
| 563 4    | ✓             | 2 -   | 8 -   |
| 526 4    | ✓             | 2 75  | 11 -  |
| 573 4    | ✓             | 2 25  | 9 -   |
| 633789 3 | Mix           | 8 50  | 25 50 |

Casa Group & Cart 1 -

\$57646

Louchhead Bros.  
\$378.88

Exhibit No. 9  
with Petition of  
Daniel Meadley Atkins



Judgment of the Court of Appeals in the case of Wells & Co  
 plaintiffs vs. Wells & Co defendants, in the 8660  
 volume of the 17 of June

Whitman & Co

vs

Edw Howell & Co & c

Petition filed  
in Clerk's office -

# The Commonwealth of Virginia,

To the

of the

of

Greeting:

WE COMMAND YOU, that from all further proceedings on *three decrees* pronounced by the *Judge* of the *Circuit* Court of the *County* of *Isle of Wight* in vacation on the *16<sup>th</sup>* day of *June* *30<sup>th</sup> June and 17<sup>th</sup> July* 188 *3*, in a suit in which *Israel Whitehill* merchant trading as *I. Whitehill & Co.* and *R. Page Waller* and *D. W. Jordan* merchants and partners trading as *Waller and Jordan* were

Plaintiff<sup>s</sup>, and

*Geo W. Howell, Joel H. Butchur and C. A. Butchur* merchants and partners trading as *G. W. Howell & Co.*; the said *J. H. Butchur* and *C. A. Butchur* merchants and partners trading as *J. H. Butchur & Co.*; *M. L. P. Davis* and *R. D. Thomas* merchants and partners trading as *M. L. P. Davis & Co.* and *L. B. Edwards* Sheriff of *Isle of Wight* County were,

Defendant<sup>s</sup>

you altogether supersede, which *decrees* before the judges of our Supreme Court of Appeals, in the City of Richmond, for cause of error in the same to be corrected, on the petition of the said *George W. Howell* trading as *G. W. Howell & Co.*; *Joel H. Butchur* and *C. A. Butchur* individually and as partners trading under the firm name and style of *J. H. Butchur & Co.*; and *M. L. P. Davis* and *R. D. Thomas* partners trading as *M. L. P. Davis & Co.*

we have caused to come. We also command you, that you give notice to the said *Israel Whitehill* and all the other parties above named except the petitioners

that *they* be before the Judges of our said Supreme Court of Appeals, at the City aforesaid, on the first Monday in *September* next, then and there to have a rehearing of the whole matter in the *decrees* aforesaid contained. And have then there this writ.

WITNESS.—GEORGE K. TAYLOR, Clerk of our said Supreme Court of Appeals, at Richmond, this *23<sup>rd</sup>* day of *July* 188 *3*. and in the *108<sup>th</sup>* year of the Commonwealth.

*Geo K. Taylor*

MEMO.—The above writ of supersedeas is not to be effectual, until the petitioner<sup>s</sup>, or one of them or some one for *them* shall enter into bond, with sufficient security, in the Clerk's office of the said *Circuit* Court, in the penalty of *three thousand* dollars, conditioned as the law directs, and a certificate of the execution thereof, together with the name or names of the security or securities, shall be endorsed hereon by the Clerk of the said Court.

Teste:

*Geo K. Taylor*

Clerk Court.

A Copy—Teste:

*Geo K. Taylor*

Clerk Court.



23 July 1863

To R. Page Waller and D. W. Jordan  
merchants and partners trading as  
Waller & Jordan, and to Israel White-  
hill, merchant of the City of Baltimore  
Maryland, trading as I. Whitehill & Co.  
Take Notice

That on the 14<sup>th</sup>  
day of July 1883 we shall move the Honor-  
-able George Blow, <sup>[at his residence Norfolk Va]</sup> Judge of the Circuit  
Court of the County of Isle of Wight,  
(who is also Judge of the Circuit Court of  
the City of Norfolk) for in his absence  
some one ~~of~~ of the Judges of the  
Court of Appeals of Virginia, to dissolve  
the Injunction awarded by him, on  
Saturday the 16<sup>th</sup> day of June 1883, in a  
Chancery suit brought by you, in the  
Circuit Court of Isle of Wight County, in  
which you are plaintiffs, and we are  
defendants.

1<sup>st</sup> Because the Injunction Bond given by  
you was not in the form required by law.  
2. Because the debts sued on were not due.  
3. Because the Circuit Court for the County  
of Isle of Wight had no jurisdiction of the  
said suit.

4. Because jurisdiction to hear and deter-  
-mine the motion for ~~an~~ injunction, was  
if any existed anywhere in the Circuit

Court of the City of Norfolk.

5. Because there is no Equity in the said Bill.

6. Because all the Charges contained in said Bill, on which a claim for an injunction could be founded, are untrue.

7. And for other reasons apparent on the face of the record.

And in the event that the said Judge shall refuse to dissolve the Injunction, we shall then and there move to have the Bond given by you upon obtaining said injunction, enlarged and increased, so as to furnish us at least some security for the goods seized by you, in the event of their loss by fire or otherwise, and with condition to pay the judgment, procuring on which are enjoined, or to pay the value of the property levied on, or to have the property levied on forthcoming, as required by the act approved January 15 1875.

And also we shall move the said Judge to allow the defendants in said suit, or any one or more of them, to give a bond with security, in double the value of said goods, as was done in Winston vs



The Middleton Coal Mining Company,  
with condition to comply with the  
decree which may be rendered by the  
Court on the hearing of the cause,  
and that thereupon, the said goods  
may be remanded to the custody  
of the Sheriff, from whose hands  
they were taken, so that the sale  
advertised by him, may be made in  
accordance with the terms of his  
advertisement -

Yours &c.  
White & Garrett  
Rich<sup>d</sup>. H. Baker & Son  
for the defendants

Wentworth & Co. & Co.  
N.Y.

1000 Newell & Co.

Copy for.

R. R. Purdie & Co.

atty for. Wagon &

Jordan & J. White

hill Ho. Flan-

ship -

To R. Page Waller and D. W. Jordan, merchants  
and partners trading as Waller & Jordan, and to  
Israel Whitehill, merchant of the City of  
Baltimore, Maryland, trading as I. White-  
hill & Co.

Take Notice -

That on the 14<sup>th</sup> day of  
July, 1883, we shall move the Hon. George  
(at his residence, Suffolk Va.)  
Blow, Judge of the Circuit Court of the County  
of Isle of Wight, (who is also Judge of the  
Circuit Court of the City of Norfolk) or in  
his absence some one of the Judges of the  
Court of Appeals of Virginia, to dissolve  
the injunction awarded by him on  
Saturday the 16<sup>th</sup> day of June 1883, in a  
Chancery suit brought by you, in the  
Circuit Court of Isle of Wight County, in  
which you are plaintiffs, and we are  
defendants -

- 1<sup>st</sup> Because the injunction Bond given by  
you was not in the form required by law.
- 2<sup>d</sup> Because the debts sued on were not due.
- 3<sup>d</sup> Because the Circuit Court of the County  
of Isle of Wight, had no jurisdiction of the  
said suit.
4. Because jurisdiction to hear and determine  
the motion for an injunction was (if any  
existed anywhere) in the Circuit Court of  
the City of Norfolk.



5. Because there is no equity in the said Bill
6. Because all the charges contained in said Bill, on which a claim for an injunction could be founded, are untrue.
7. And for other reasons apparent on the face of the record.

And in the event that the said Judge shall refuse to dissolve the Injunction, we shall then and then move to have the Bond given by you, upon obtaining said injunction, enlarged and increased, so as to furnish us at least some security for the goods seized by you, in the event of their loss by fire or otherwise, and with condition to pay the judgment, proceedings on which are enjoined, or to pay the value of the property levied on, or to have the property levied on forthcoming, as required by the act approved January 15<sup>th</sup> 1875.

And also we shall move the said Judge to allow the defendants in said suit or any one or more of them, to give a bond with security in double the value of said goods, as was done in *Winston vs The Middleton Coal Mining Company*, with condition to comply with the decree which may be rendered by the Court on the hearing of the cause, and that thereupon the said

goods may be remanded to the custody  
of the sheriff, from whose hands they were  
taken, so that the sale advertised by him  
may be made in accordance with the  
terms of his advertisement.

Yours &c,  
White & Garnett  
Rich<sup>d</sup>. H. Baker & Son  
for the defendants

Suffolk Co. 5. July 1883. I acknowledge  
that I have this day received from Mr.  
J. M. Wilcox a copy of the above paper.

Robt. D. Prentiss,  
Atty. for Plaintiffs.

Wells & Jordan  
Kals

W. Z. Noties

G. W. Howell & Co  
Kals.

5 July 1883

C.



WHITE & GARNETT,  
Attorneys and Counselors at Law,  
Offices 1 and 2 Academy Music Building,  
No. 82 Main Street.  
P. O. Box 665.

Norfolk, Virginia, Aug: 3<sup>d</sup> 1883

Wm. B. Edwards  
Trustee of Isle of  
Wight Co.

Dear Sir -

We hereby con-  
sent and authorize you to  
proceed with the sale of the  
goods listed on by you to satisfy  
the executions in our favor  
as returned by you on the 25<sup>th</sup> day  
of July, 1883.

White & Garnett  
Attys for  
J. H. Cuthbert & Co.  
M. J. Davis & Co.  
Execution Creditors -

I hereby approve and assent to  
the above action.

J. W. Howell  
Execution Debtor.

Witness my hand Aug 3<sup>rd</sup> 1883.

We hereby consent and desire the goods ad-  
vised and mentioned above to be sold as  
a whole believing they will suit to our  
and the interest of all parties concerned. Also  
the accounts and debts due the concern of  
Isle of Wight Co.

J. H. Cuthbert & Co.  
M. J. Davis & Co.  
J. W. Howell

Know all Men by these Presents,

That we

*Joel H. Cutcher*

and *Cornelius A. Cutcher partners trading as J. H. Cutcher & Co.*  
and

are held and firmly bound unto L. B. EDWARDS, Sheriff of the County of Isle of Wight, in the just and full sum of *Six Thousand four hundred* Dollars and \_\_\_\_\_ Cents, to the payment whereof, well and truly to be made to the said L. B. EDWARDS, Sheriff as aforesaid, his Executors, Administrators, or Assigns, we bind ourselves, our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this \_\_\_\_\_ day of *August*, in the year of our Lord, eighteen hundred and ~~seventy~~ *eighty three*.

The condition of the above obligation is such that whereas *the said J. H. Cutcher & C. A. Cutcher partners trading under the name style of J. H. Cutcher & Co.* have sued out of the County Court of *Isle of Wight* a writ of Fieri Facias against the goods and chattels of *G. W. Howell*

upon a Judgment obtained in said Court, which writ, with the legal costs attending the same, amounts to the sum of *Six thousand four hundred eighty four* Dollars and *nineteen* Cents.

And whereas L. B. EDWARDS, Sheriff as aforesaid, by virtue of the said writ to him, the said Sheriff, directed, hath levied the same on the following property, to-wit:

*the goods, wares &c books of accounts and bond, notes &c of G. W. Howell as claimed by him and found in the store at Carmville, Isle of Wight county &c recently occupied by G. W. Howell & Co. And has also paid over to the said J. H. Cutcher & Co. the sum of \$714.61 which came to his hands from L. B. Edwards Receiver in the suit of G. W. Howell*

or not, the said Sheriff hath required of the said *J. H. Cutcher & Co.*

bond with good security to indemnify him, the said Sheriff, pursuant to the act of the General Assembly, in that case made and provided: Now, if the above bound *J. H. Cutcher & C. A. Cutcher*

shall indemnify the said L. B. EDWARDS, Sheriff as aforesaid, against all damages which he may sustain in consequence of the seizure or sale of the property on which the said execution hath been levied; and shall, moreover, pay and satisfy to any person, or persons, claiming title to the said property, all damage which such person, or persons, may sustain in consequence of such seizure or sale, and shall also warrant and defend to the purchaser, or purchasers, of the said property, such interest and estate therein as shall be sold under the said execution, then the above obligation to be void, otherwise to remain in full force.

SEAL

SEAL

SEAL

*Witness my hand &c at Isle of Wight Co. Va. G. W. Howell & Co. 1883.*



Virginia:

In the Clerk's office of the Supreme Court of Appeals  
at the State Court house in the City of Richmond  
on Wednesday the 21<sup>st</sup> day of October 1885

The following copy of an order of this Court entered at its  
place of session at Staunton was this day received by the  
Clerk here and the same is in the words following:

Virginia:

In the Supreme Court of Appeals of Va. at Staunton  
on Thursday September 17<sup>th</sup> 1885.

George W. Howell, trading as G. W. Howell & Co. Joel H.  
Cutchin and C. H. Cutchin, individually and as partners  
trading under the firm name and style of J. H.  
Cutchin & Co. and M. L. D. Davis and B. D. Thomas  
partners trading as M. L. D. Davis & Co. Appellants

<sup>vs</sup>  
Israel Whitehill, merchant trading as I. Whitehill  
& Co. R. Page Waller and D. W. Jordan, merchants  
and partners trading as Waller & Jordan and L. B.  
Edwards, Sheriff of Isle of Wight County Appellees

Upon appeal from and supersedeas to three  
several decrees of the Circuit Court of Isle of  
Wight County, entered in vacation on June 16<sup>th</sup> 1883,  
June 30<sup>th</sup> 1883 and July 17<sup>th</sup> 1883 in the Chancery  
Cause of I. Whitehill & et al. vs Geo. W. Howell  
& et al.

This cause which is pending in this Court at its place  
of session at Richmond, having been fully heard but not  
determined at said place of session, this day came here  
again the parties by their Counsel and the Court having  
maturely considered the transcript of the records of  
the decrees aforesaid and the arguments of Counsel  
is of opinion for reasons stated in writing and  
filed with the record that there has been no such  
adjudication of the questions at issue in this cause



in the Court below as can form a basis for a decision  
on the part of this Court and that the appeal and  
Supersedeas in this cause here were improvidently  
granted, therefore it is considered and ordered by the  
Court that the said appeal and Supersedeas be  
dismissed and that the appellees recover against  
the appellants their costs by them expended in the  
defense of the said appeal and Supersedeas here.  
And it is further ordered that this cause be remanded  
to the said Circuit Court of Dale of Wright County  
for further proceedings in due course of law therein  
and with instructions to require the appellants here  
or whatever party may hold control of the fund  
arising from the sale of the property to deposit the  
said fund in some solvent Bank to the credit of  
this cause to await the determination of the issues  
involved in the merits of the cause, Which is ordered  
to be entered in the order book here and forthwith  
certified to the Clerk of this Court at Richmond,  
who shall enter the same in his order book  
and certify to the said Circuit Court of Dale of  
Wright County.

Clerks fees at Staunton

Ch's of appellees

Is 90 d

A Copy

Teste, James B. Dorman, clk

Teste,

Geo. K. Taylor, c.c.

A Copy

Teste,

Geo. K. Taylor, c.c.

Appellees costs in Supreme  
Court of Appeals at Rich? 23.33



Bowell tabs  
r Copy order

Whitehill tabs

Received in Evidence  
Wight circuit Court,  
Jan 21st. Nov. 1855, and  
Recorded.

Test, A. D. Young

Received Q. B. No. 1  
Page 75

known acc. given by these persons, who in  
Robertson & Co. Edward Rawley, John Holland  
are held as witnesses, to the said  
ship of the United States of America, the  
first, full name of, one thousand  
dollar, the payment thereof, but the  
true to me made, to the said Plaintiff  
Ship as aforesaid, His Honor said  
re, for, his Honor said, His Honor  
de Donnell, sum of, for the  
three persons, said, with the  
said, and also the said, of,  
dollar, in the year of our Lord in  
the year 1883, The Constitution of the  
above <sup>Board</sup> of Directors is such, as, L. B. Edwards  
Ship as aforesaid, into his hands,  
as Ship & Receiver, in the sum of the said  
dollars, in the sum of, which the said  
said, House of, of, then, the said & the  
for claims the said of, the said  
dollars, as much to them, the said  
of Court of appeal, This Board is the  
the said Plaintiff, of the said, all of,  
re, that he may be, subject to in this  
action in consequence of, paying  
to the said Plaintiff, the said  
and,

Robertson & Co. Deaf  
Edward Rawley Deaf  
J. H. Holland Deaf



aug 3, 1883

Know all men by these presents;  
That we Cornelius A. Cutchire (a mem-  
ber of the firm of J. H. Cutchire & Co)  
and B. D. Thomas of the City of Norfolk  
are held and firmly bound unto the  
Commonwealth of Virginia in the just  
and full sum of Three Thousand  
Dollars, to the payment whereof well  
and truly to be made to the said  
Commonwealth, we bind ourselves  
and each of us, our and each of  
our heirs, executors and adminis-  
trators, jointly and severally  
firmly by these presents. And  
we, and each of us, waive the  
benefit of the Amestead Exem-  
ption as to the obligation of  
this bond. Sealed with our seals  
and dated this 24<sup>th</sup> day of  
July A.D. 1883.

The Condition of the above obliga-  
tion is such, that whereas the  
Clerk of the Court of Appeals has  
issued a writ of Supersedeas  
in the name of the Commonwealth,  
to the effect, of the Court of Sale  
of ~~seque~~ directed, Commanding  
the said Sheriff from all further pro-

cedings on three decrees pronounced  
by the Judge of the Circuit Court  
of the County of Isle of Wight in  
vacation on the 16<sup>th</sup> day of June,  
30<sup>th</sup> of June, and 17<sup>th</sup> of July, 1883,  
in a suit in which Isaac White-  
hill merchant trading as I. White-  
hill & Co, and R. Page Waller and  
D. W. Jordan, merchants and partners  
trading as Waller & Jordan, were  
plaintiffs, and Geo. W. Howell  
Joel H. Cutchin and C. A. Cutchin,  
merchants and partners trading  
as G. W. Howell & Co; the said J. H.  
Cutchin and C. A. Cutchin, mer-  
chants and partners trading  
as J. H. Cutchin & Co, M. L. J. Davis  
and B. A. Thomas, merchants and  
partners trading as M. L. J. Davis  
& Co, and L. B. Edwards Sheriff  
of Isle of Wight County were de-  
fendants he should altogether  
supersede, but on the said writ  
the said Clerk of the Court of Appeals  
has endorsed, that it is not to  
be effectual until the petitioners  
or one of them or some one for  
them shall enter into bond, with



sufficient security in the Clerk's  
Office of said Circuit-Court in  
the penalty of Three Thousand Dol-  
lars, conditioned as the Law directs,  
and a Certificate of the execution  
thereof, together with the name  
or names of the security or sec-  
urities shall be endorsed hereon  
by the Clerk of the said Court.  
Now if the said Geo. W. Howell,  
Jas H. Cutchin and C. A. Cutchin  
merchants and partners trading  
as G. W. Howell & Co, the said  
J. H. Cutchin and C. A. Cutchin  
merchants and partner trading  
as J. H. Cutchin & Co; M. E. T. Davis  
and B. H. Thomas, merchants and  
partners trading as M. E. T. Davis  
& Co, and J. B. Edwards sheriff of  
Sb of Wight-County their execu-  
tors or administrators shall pro-  
secute said writ with effect,  
or shall well and truly ~~pay~~ satisfy  
the decrees or orders or ~~final~~ proceedings on a decree or  
stayed and also pay all such costs and  
damages as shall be awarded  
in case the said three decrees  
shall be affirmed, then the

above obligation is to be void,  
otherwise is to remain in full  
force

C. A. Leitchin *(seal)*  
B. D. Thomas *(seal)*  
by J. R. Kitchin his attorney  
in fact.

In the clerk's office of the circuit  
court of Isle of Wight county the 24<sup>th</sup>  
day of July 1883, This bond was  
signed, sealed and acknowledged  
by C. A. Leitchin, and by J. R. Kitchin  
attorney in fact for B. D. Thomas, the  
surety, which said attorney in fact  
acted under a power of attorney  
duly executed and acknowledged  
by said B. D. Thomas and is filed  
in the chancery cause referred to  
in this bond.

Test, A. D. Young *clerk*

Howell & Co. atk.  
at. 3  
Bend.

Wheeler & Co. atk.

July 24<sup>th</sup> 1883.  
Executed & filed



Know all men by these presents  
that I Benja D. Thomas of the  
City of Norfolk, have made con-  
stituted and appointed J. R. Kitch-  
en ~~my~~ of the County of ~~York~~ —  
My true and lawful attorney in  
fact, for me and in my name  
place and stead, to sign, execute  
and deliver, or securely for  
the Petitioners Geo. W. Howell & others  
on any <sup>one</sup> of them, or each of them  
or may become the principal or  
principals in the supersedeas  
bond required of them, and  
specify in the writ of Superse-  
das in the case of G. W. Howell &  
appears — M. Wells & from said  
appeals issued by the Clerk of  
the Court of appeals on the 23<sup>rd</sup> day  
of July 1883, the supersedeas Bond  
which they or either of them may  
give in the premises —

Witness my hand and seal  
this 24<sup>th</sup> day of July 1883.

B. D. Thomas 



City of Norfolk Town.

I L. D. Starke,

a Notary Public for the City of  
Norfolk, in the State of Virginia  
do certify that B. S. Thomas whose  
Name is upon the writing  
above being date the 24<sup>th</sup> day of  
July 1883, has acknowledged the  
same before me in my City afore-  
said - And I the said Notary  
do further certify that the said  
B. S. Thomas being duly sworn did  
depone and say that his estate  
was worth more than the sum  
of Three Thousand dollars, after  
the payment of all his just  
debts and liabilities, and one  
and above his homestead Exem-  
tion. Given under my hand  
the 24<sup>th</sup> day of July 1883

L. D. Starke,

Notary Public

W. D. Thomas  
To  $\frac{2}{3}$  Power of  
attorney  
J. L. Kitchen

July 24<sup>th</sup> 1883.  
Received and filed  
in ch. court of  
Whitehall Co. &  
also in Herk Co.  
at 10.  
Teste, A. D. Younger.

In the Circuit Court of Lee of wight  
County.

Whitehill & Co. et als

v.

Geo. W. Howell & Co. et als

The plea of Geo. W. Howell, Joel H. Butch-  
in and C. A. Butchin, the last two trad-  
ing as J. H. Butchin & Co., Chas. L. T. Davis  
and B. K. Thomas, trading as Chas. L. T. Davis  
& Co. and L. B. Edwards to the bill of  
Complaint exhibited against them by  
the above named plaintiffs in this  
Court.

These defendants, for plea to said bill,  
say: that the judgment in favor of J. H.  
Butchin & Co. against Geo. W. Howell for  
\$3,290.27, and the execution therein  
mentioned in said bill and charged  
by the plaintiffs to be null and void,  
and proceedings on which are prayed to  
be enjoined, ~~were~~ obtained in the corpo-  
ration Court of the City of Norfolk, and  
that the judgment in favor of Chas. L.  
T. Davis & Co. against said Geo. W. Howell  
for \$815.<sup>46</sup>, and the execution thereon,  
mentioned in said bill and likewise  
charged by the plaintiffs to be null



and void and proceedings on which are  
prayed to be enjoined, were obtained  
in the Circuit Court of Norfolk  
City.

Wherefore these defendants do plead  
to the said bill and to the jurisdiction  
of the said Court, and pray the judg-  
ment of the Court whether they should  
be compelled to make any further or  
other answer to the said bill.

And they further pray to be  
hence dismissed with their reason-  
able costs and charges in this behalf  
most wrongfully sustained.

City of Norfolk, Virg.

This day personally appeared  
before me, a Notary Public for said  
City, <sup>J. H. Leitch</sup> who made oath that the facts  
set forth in the foregoing plea are true.

Given under my hand in the  
City of Norfolk, this 6th day of  
July, 1883,

Wm. H. White  
Notary Public

Plea

5 July 1883

Know All Men by These Presents:

THAT WE, L. B. Edwards, J. N. Jones, Thomas J. Clements, John C. Thomas and Mills L. Watkins

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Ten Thousand (\$10,000.-) Dollars, to the payment whereof well and truly to be made to the said Commonwealth, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this July day of July, in the year one thousand eight hundred and eighty three, and in the \_\_\_\_\_ of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound L. B. Edwards who was appointed Receiver in the Chancery cause of J. Whitehill & Co. and others against G. W. Howell & Co. and others, by an order entered in the said chancery cause on the day of July 1883, shall faithfully discharge his duties under the said order or any future decree that may be pronounced in the said cause shall faithfully discharge the duties of \_\_\_\_\_ said office or trust, then the above obligation to be void, or else to remain in full force and virtue. We hereby waive the Homestead Exemption as to this debt.

EXECUTED IN PRESENCE OF—

[Signature]

L. B. Edwards [SEAL.]

J. N. Jones [SEAL.]

Thos. J. Clements [SEAL.]

J. C. Thomas [SEAL.]

M. L. Watkins [SEAL.]

\_\_\_\_\_ [SEAL.]

the clerk's office of Circuit  
In, Isle of Wight County Court, July 2nd, 1883

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

TESTE:

[Signature] C. C.



Whitwell Ho.

To.  Recd  
Bond

Howell Ho.

Paid July 2nd. 1883.

Know all men by these presents that I B.C. Eley of Nansemond County Virginia do hereby constitute and appoint Rob. R. Prentiss of Suffolk Virginia ~~my~~ true and lawful attorney in fact for me and in my name to sign seal and deliver, as security, the injunction bond required of the complainants in the chancery cause of Whitehill & Co. and Walker & Jordan against G.W. Howell & Co. and others now pending in the Circuit Court of Isle of Wight County. - And I hereby ratify and confirm all that my said attorney in fact may lawfully do in pursuance of this power as fully and completely as if I were in my own proper person to seal, sign, execute and deliver the said injunction bond. -

Witness my hand and seal this 28. day of June 1883. -

B. C. Eley (seal)

State of Virginia.

County of Nansemond, to wit,

I, ~~Robert~~ E. E. Hall and a notary public in and for the County of Nansemond in the State of Virginia do certify that B.C. Eley, whose name is signed to the writing above bearing date the 28. day of June 1883 has acknowledged the same before

me in the County aforesaid. And the said  
D.C. Cley made oath that after the payment of  
his just debts and those for which he is bound  
as security and will probably have to pay his  
estate is then worth the sum of One Thousand  
Dollars. Given under my hand this 28  
Day of June 1883. - E. E. Holland N. P.

B. C. Cley  
to  
3 Parents  
R. R. Cley

28 June 1883



Known all men by these presents that we  
Israel Whitehall, merchant trading as I  
Whitehall & Co. and R. Page Waller and D. W.  
Jordan, merchants and ~~partners~~ trading as  
~~Hallen & Jordan~~, and John G. Brown, are  
held and firmly bound unto the Commonwealth  
of Virginia in the just and full sum of One  
Thousand Dollars, to the payment whereof  
well and truly to be made to the said Com-  
monwealth, we bind ourselves and each of us,  
our, and each of our heirs, executors and administrators  
jointly and severally firmly by these presents.  
Signed with our seals and dated this 19<sup>th</sup>  
day of June 1883, in the 104<sup>th</sup> year of the  
Commonwealth.

The Condition of the above Obligation is  
such that, whereas the said Israel White-  
hall merchant trading as I Whitehall &  
Co. and R. Page Waller and D. W. Jordan  
merchants ~~partners~~ trading as Waller & Jordan  
have obtained from Hon. Geo. Blount Judge  
of the Circuit Court of the County of Wight County  
an injunction to prohibit and restrain  
the defendants George W. Howell, Joel  
H. Cutchin, C. A. Cutchin, M. L. S. Davis,  
B. D. Thomas and L. B. Edwards their agents  
and attorneys and all other persons from  
selling or from otherwise disposing of the  
stock of general merchandises in the

store at Cornwall, Del of Wright County,  
Va. recently occupied by G. W. Howell & Co.  
or any part thereof; and from collecting  
and disposing of any other assets of the  
said George W. Howell & Co. by any means  
or means whatsoever, until the further  
order of the court of said. Now if  
the said Israel Whitehead, merchant &  
trading as I. Whitehead & Co. and the  
said R. Page Waller & D. W. Jordan  
merchants & partners trading as  
Waller & Jordan shall well and truly  
pay to the said Geo. W. Howell, Joel  
H. Cutchen & C. A. Cutchen merchants  
& partners trading as G. W. Howell & Co.  
the said Joel H. Cutchen & C. A. Cutchen  
merchants & partners trading as J. H. Cutchen  
& Co. M. A. T. Davis & B. D. Thomas  
merchants & partners trading as M. A.  
T. Davis & Co. & L. B. Edwards, <sup>all of said</sup> all costs  
and damages that may be awarded  
against them in case the said  
injunction shall be dissolved.  
then the above obligation is to be  
void or else to remain in force.  
In the said obligation, waives the  
homestead exemption as to  
the obligation of this bond.



Israel Whitehill   
Jno. G. Brown   
by Rob. R. Prentiss their  
Attorney in fact. -

D. C. Elley   
by Rob. R. Prentiss *Atty. in fact.*

In the Clerk's office of Isle of Wight County  
circuit court, the 19th. day of June. 1883.  
This bond was signed sealed & acknowledged  
by the obligors by R. R. Prentiss their attorney in fact  
by virtue of a power of attorney duly executed  
and filed in the papers of the cause,

Teste,  N. D. Young clk



Whitwell Geo. Esq.,  
or.  Infantin  
Bond  
Hood & Co.

Entered & filed  
June 19<sup>th</sup> 1883.  
/

Know all men by these presents that we  
I. Whitehill and Jos. G. Brown  
do hereby constitute and appoint Robert  
R. Prentiss of Suffolk Virginia our true and  
lawful attorney in fact for us and in  
our respective names to execute sign and  
deliver any injunction bond which may  
be required of the complainants in the  
Chancery cause about to be instituted  
in the Circuit Court of Isle of Wight  
County Virginia in the name of I.  
Whitehill & Co. and Waller & Jordan Com-  
plainants against G. W. Howell <sup>and others</sup> & Co. of  
Carrsville Va. - And we hereby ratify  
and confirm all that our said attorney  
in fact may lawfully do in pursuance  
of this power as fully and completely  
as if we were personally present and  
personally executed and delivered the  
said injunction bond. -

Witness our hands and seals this 14<sup>th</sup>  
Day of June 1883. -

Israel Whitehill (Seal)

Jos. G. Brown (Seal)  
State of Maryland,  
City of Baltimore, to wit:  
This day I. Whitehill and



Geo. H. Brown personally appeared before me in the City of Baltimore Md. and severally acknowledged the writing above bearing date the 14. Day of June 1883. And the said Geo. H. Brown made oath that after the payment of his debts and those for which he is bound as security and will probably have to pay, his estate is then worth at least One Thousand Dollars -

In witness whereof I have hereunto set my hand and affixed my official seal this 15<sup>th</sup> Day of June 1883.

J. Brett Heardon  
A Commissioner for Virginia

in the State of Maryland, Residing at  
Baltimore City 33 Lexington St.

Whitell & Brown  
is M. Brown  
att.

Charles R. R.

Filed in the office  
of Clerk of Superior Court  
Cir. Ct. Jan 19. 1883

Test, J. B. Brown



# VIRGINIA

*Clerk's office of the Circuit*  
IN THE CORPORATION COURT of the City of Norfolk on the 8th day of

June 1883, In Vacation

M. S. Davis and B. D. Thomas mer-  
chants and partners trading under the  
firm name & style of M. S. Davis & Co. Plaintiffs

VS.

G. W. Howell

Defendant

In Debt

This day came as were the plaintiffs by their  
attorneys as the defendant by Wm. H. White  
his attorney in fact acting under a power of  
attorney under the hand and seal of the said  
defendant and duly acknowledged. And there-  
upon the said defendant <sup>by his said attorney in fact</sup> acknowledges the  
plaintiffs' action for \$815.<sup>40</sup> with the legal inter-  
est thereon from the 7th day of June 1883.

THEREFORE, it is considered by the Court that the Plaintiffs recover against the Defendant

Eight hundred & fifty dollars and forty six cents

with interest thereon to be computed after the rate of six per centum per annum from the 7th day of

June 1883 till payment, and then costs by them about this  
suit in this behalf expended. And the said defendant  $\$$  in mercy, &c.—

A Copy.

TESTE;

Samuel Kimberly C. C.

By Thomas A. Willens D. C.

*M. L. J. Davis & Co*  
v. { COPY OF JUDGMENT.

*G. W. Homer*

→\*STATEMENT OF COSTS\*←

|                      |   |   |   |         |
|----------------------|---|---|---|---------|
| CLERK,               | - | - | - | \$ 3.40 |
| ATT'Y                | - | - | - | 2.50    |
| TAX,                 | - | - | - | 1.40    |
| <i>Clark Sales</i>   | - | - | - | 50      |
| <del>SERGEANT,</del> | - | - | - | 7.80    |
| WITNESSES,           | - | - | - |         |

TESTE :

*J. M. Milnes D. C.*

8 June 1883

\$815<sup>46</sup>

Norfolk, Va., June 7<sup>th</sup> 1883.

On demand after the date hereof I promise to pay  
to M. L. I. Davis & Co. or assigns, the just and full sum  
of Eight hundred & fifteen <sup>46</sup>/<sub>100</sub> Dollars, with interest thereon at  
the rate of 6 per centum per annum from date  
till paid.

And I hereby waive the benefit of my Homestead Exemption as to this debt and  
obligation

Witness my hand and seal this 7<sup>th</sup> day June 1883

Witness :

G. W. Horner { Seal.  
G. W. Horner { Seal.

And I hereby authorize and appoint W. A. White true and  
lawful Attorney in fact for me and in my name to appear in the Clerks Office of the  
Circuit Court of the City of Norfolk in the State of Virginia or in  
the said Court during any Term thereof, in any action of debt to be brought against me at the suit of  
the said M. L. I. Davis & Co. or their assigns, on the above bond, at  
any time after the maturity thereof, and confess judgment thereon against me for the sum of  
Eight hundred & fifteen <sup>46</sup>/<sub>100</sub> Dollars, with interest thereon from the 7 day of  
June 1883, till paid, besides the cost of suit.

And I do hereby release all manner of error in the entering of said judgment or any  
process or proceedings therein.

Witness the following signature and seal this 7<sup>th</sup> day of June 1883.

Witness :

G. W. Horner { Seal.  
G. W. Horner { Seal.

County of Isle of Wight  
Corporation of the City of Norfolk, To wit:  
State of Virginia

I, J. I. Eley a J. P. a Notary Public for the County  
aforesaid, in the State of Virginia, do certify that G. W. Horner

whose name is signed to the writing above, bearing date on the 7<sup>th</sup> day of  
June, in the year eighteen hundred and eighty-three has acknowledged  
the same before me in my County Corporation aforesaid.

Given under my hand this 7<sup>th</sup> day of June in the year 1883.

J. I. Eley, J. P.  
Notary Public.

Attest  
Duke Thomas A. Willcox D. C.



M. L. J. Davis & Co

or.  $\Sigma$  Bond & Co atty

G. W. Hornell

Acapuy

7 June 1883

50 c

\$5290<sup>27</sup>

Norfolk, Va., May 18<sup>th</sup> 1883.

On demand after the date hereof I promise to pay to J. H. Cutchin & Co or assigns, the just and full sum of Fifty two hundred ninety <sup>27</sup>/<sub>100</sub> Dollars, with interest thereon at the rate of Six per centum per annum from the date hereof till paid.

And I hereby waive the benefit of my Homestead Exemption as to this debt and obligation

Witness my hand and seal this 18 day May 1883

Witness :

} G. W. Amell { Seal.  
} { Seal.

And I hereby authorize and appoint Wm. H. White true and lawful Attorney in fact for me and in my name to appear in the Clerks Office of the Corporation Court of Norfolk in the State of Virginia or in the said Court during any Term thereof, in any action of debt to be brought against me at the suit of the said J. H. Cutchin & Co or their assigns, on the above bond, at any time after the maturity thereof, and confess judgment thereon against me for the sum of Fifty two hundred ninety Dollars, with interest thereon from the 18 day of June 1883, till paid, besides the cost of suit.

And I do hereby release all manner of error in the entering of said judgment or any process or proceedings therein.

Witness the following signature and seal this 18 day of May 1883

Witness :

} G. W. Amell { Seal.  
} { Seal.

Sec of Wight County  
Corporation of the City of Norfolk, To wit :

I, J. I. Eley Justice of the Peace a Notary Public for the Corporation County aforesaid, in the State of Virginia, do certify that G. W. Amell

whose name is signed to the writing above, bearing date on the 18<sup>th</sup> day of May, in the year eighteen hundred and eighty-three has acknowledged the same before me in my Corporation aforesaid.

Given under my hand this 18<sup>th</sup> day of May in the year 1883

J. I. Eley J. P. Notary Public.

A copy  
Iske. Thomas A. Willers & Co

J. H. Cushman & Co  
or. J. Bond & Co atty  
G. W. Howell  
Ala. Ky.

18 May 1883

75-1