

1900-002 Chancery Causes: R. M. Sutton and Company vs Stephen G. Barrett & al
Isle of Wight County Petition of M. L. T. Davis & Company

Other SURNAMES: Sutton, Todd,
Robinson, Whitmore, Tabb, Pattison,
Saunders, Watkins, Pierce,
Holland, Davis, Thomas

R. M. BURTON & Co.

vs. COMPLAINANTS ETC.

W. C. Barrett et als.

First April Rules 1899
Bill & exhibit filed, sum-
mited, on all depts. and
decisions to them

2^d April rules 1899. Bill
taken for confessed as to all depts -
Ans. of W. S. Hallon & wife, J. S. J. M. A.
Barrett; W. J. & K. C. Barrett, and
deft. answers filed & only left.
Cause set for hearing as to all
parties

April Term 1899
Leave granted to file ans. Bill and
to W. S. & Co. to withdraw petition

April 1900 Final

To the Hon Robt.R.Prentis, Judge of the Circuit Court of law and chancery for the ~~Circuit Court of the~~ County of Isle of Wight, in chancery sitting.

Humbly complaining sheweth to the Court, your complainants, Robt M.Sutton, Thos, Todd, Jno.R.Sutton, Wm.P.Robinson, Wallace P.Whitmore, Phillip M.Tabb Jr, and Everard K.Pattison, merchants and partners, trading under the firm name and style of R.M.Sutton & Co.

That your complainants are wholesale merchants of the City of Baltimore, in the State of Maryland, dealers in dry-goods and notions.

That some time prior to the 10 th day of February 1896, one S.G.Barrett, of the village of Windsor, in the County of Isle of Wight, in the State of Virginia, desired to buy of your complainants a large bill of goods, which they declined and refused to sell, whereupon the said S.G.Barrett represented to your complainants that he was the owner of valuable unencumbered real estate in the county last aforesaid, of the value of Four Thousand Dollars, and exhibited to your complainants a deed for the same, which deed recited a recent purchase by the said S.G.Barrett of a tract of land in the said county containing 150 acres, more or less, which purported to have been conveyed to him by one M.A.Barrett in consideration of the sum of \$4000.00, cash in hand paid by the said S.G.Barrett, together with a certificate from the Clerk of the County Court of the County of Isle of Wight, reciting that such deed was recorded in his office; a copy of said deed is hereafter and herewith filed.

That the said S.G.Barrett further represented that he

that he was the owner of a house and lot, in the village of Windsor, in the County aforesaid.

That your complainants relying upon the said representations of the said S.G. Barrett, that he was the owner of unencumbered real estate of the value of \$4000.00, in addition to the said house and lot, and induced thereby, sold and delivered to the said S.G. Barrett, two large bills of goods, amounting in the whole to the sum of \$1570.64, which sum was to be paid on or before the 10th day of August 1896. Yet the said S.G. Barrett although often requested hath only paid to your complainants of the said sum of \$1570.64, the sum of \$60.21, by goods returned, and your complainants were compelled to incur, and did incur and pay protest charges on certain worthless drafts given by the said S.G. Barrett, costs of protest, amounting to \$3.44, and complainants aver that there is now due and owing them by the said S.G. Barrett, on account of the goods so purchased as aforesaid, the sum of \$1513.87, which is wholly due owing, and unpaid to your complainants, *an itemized account of said goods is given with filed. marked in and prayed to be read as part of this bill.* Your complainants are informed and so charge that the real estate conveyed by the said deed from M.A. Barrett to S.G. Barrett, was not of the value of \$4000.00, but that its fair value and market price at the date of said deed was some \$1200.00, possibly \$1500.00, and that the said S.G. Barrett did not pay \$4000.00, therefor, but that consideration was named in the said deed for the fraudulent purpose of obtaining a large line of credit from your complainants and others, and was but one of a series of fraudulent acts perpetrated by the said S.G. Barrett, upon your complainants as hereinafter set forth and detailed.

That by his deed bearing date March 1st 1890, the said S.G. Barrett, conveyed to M.A. Barrett, his wife, a certain tract of land in the County of Isle of Wight, known as the Patrick Pierce place, containing 150 acres, more or less, two horses, all of his cows, carts, wheels, buggys, farming implements, corn, fodder, peanuts, household and kitchen furniture, in *fact* (as recited in the said deed) everthing he then possessed, both real and personal ~~he then possessed~~, or might possess in the future, for a false and pretended consideration of \$700.00. A certified copy of the said deed is herewith filed, marked A, and prayed to be read as a part of this bill.

Your complainants are informed and so charge that no consideration was supplied for the said conveyance, that the same was voluntary, without consideration deemed valuable in law, and was made at a time when the said S.G. Barrett was being much pressed by creditors.

That at the time of the said conveyance the said S.G. Barrett, was engaged in the mercantile business in the village of Windsor, and so continued until the date of the assignment hereinafter mentioned.

That on or about the 1st day of January 1891, the said S.G. Barrett purchased of Ludlow Watkins a lot in the village of Windsor and paid therefor the sum of \$425.00, but at the request of the said S.G. Barrett, the deed therefor was made to his wife, the said M.A. Barrett, and your complainants are informed and so charge that the purchase price of the said lot was supplied by the said S.G. Barrett, and not by the said M.A. Barrett, and that some time in the year 189 , the said S.G. Barrett built and erected on the said lot, a brick store-house

at a cost of some \$1200.00, or more, at his own proper cost and charge, and not at all at the cost of the said M.A. Barrett, and that the said property is still owned by and stands in the name of the said M.A. Barrett, although the purchase price was supplied by, and the store-house erected thereon by the said S.G. Barrett, as aforesaid. A copy of the deed conveying the said store-house to the said M.A. Barrett, is herewith filed marked B, and prayed to be read as a part of this bill.

That the said S.G. Barrett was largely indebted at the time of the erection of the said store-house as aforesaid, and that his object was to shield the same from his creditors.

That the said S.G. Barrett, to a large extent, having to a large extent lost and impaired his credit, for the fraudulent purpose of obtaining credit thereon from your complainants and others ~~thereon~~, obtained from the said M.A. Barrett, a deed conveying the said Patrick Pierce land, which had been theretofore conveyed to the said M.A. Barrett, as aforesaid, upon the false and pretended consideration of \$4000.00. A certified copy of the said deed is herewith filed marked C, and prayed to be read as a part of this bill.

That no permanent improvements had been made upon the said land, and that its fair market value at the date of the said deed, was some \$1200, or at the most \$1500.00, and that it was assessed for taxation at the time of its conveyance at the sum of \$.900.00. A certified copy of the assessment of said land is herewith filed, marked D and prayed to be read as a part of this bill.

That the said deed was obtained, and the consideration was recited therein at \$4000.00, for the fraudulent purpose of obtaining credit from your complainants as aforesaid, and your

complainants charge that the said M.A.Barrett had knowledge of the fraudulent purpose and object of the said S.G.Barrett.

That your complainants, induced by the false and fraudulent representations of the said S.G.Barrett, that the said real estate was worth the sum of \$4000.00, ~~your complainants~~ sold and shipped to him the goods aforesaid, and but for such representation, and the exhibition of the said deed and certificate aforesaid, your complainants would not have sold to him the said goods.

That by his deed bearing date Sept 26th 1896, the said S.G.Barrett, conveyed to his two sons W.T.Barrett and K.E.Barrett, then aged respectively 23 and 25 years, a lot in the town of Windsor, containing about three acres, which was conveyed to him by T.A.Saunders, in consideration of \$1000.00, by deed bearing date Jany 1st 1896, and the said Patrick Pierce tract of land; a copy of the said deed from the said S.G.Barrett to W.T. and K.E.Barrett, is herewith filed Marked D, and a copy of the deed from the said T.A.Saunders to the said S.G.Barrett, is also herewith filed marked E, and are both prayed to be read as a part of this bill.

Your complainants are informed and so charge that no cash consideration was paid for the said land, but that the bond of the said W.T. and K.E.Barrett was taken therefor, which bond was for \$1500.00, and is secured by a deed to Wm S. Holland, bearing date Sept 26th 1896, with a condition in the said bond and said deed, that the said deed of trust is not to be foreclosed so long as \$150.00, is paid every two months beginning Nov 26th 1896, a copy of said deed, marked ~~respectively F and G~~ As herewith filed and prayed to be read as a part of this bill.

That on the 26th day of Sept 1896-the said S.G.Barrett, then having in his storehouse at Windsor,a large stock of goods,~~made~~ a pretended sale of his entire stock of goods,wares and merchandise,store-fixtures,and each and every article of merchandise pertaining and belonging to his said business and a pretended assignment of all of his bonds,notes and accounts to the said W.T and K.E.Barrett,his sons as aforesaid, for the pretended consideration,as your complainants are informed and so charge,of the execution by them of ten bonds for \$350.00 each/payable respectively in 2,4,6,8,10,12,14,16,18, 20 months after date,all of which bonds were totally and entirely unsecured.

Your complainants are informed and so charge that at the time of the said several conveyances,and the sale of the said stock of goods &c the said W.T and K.E.Barrett were wholly insolvent. That the said W.T.Barrett was assessed for taxation with personalty of the value of \$122.,but with no real estate and the said K.E.Barrett with neither real or personal estate. A certificate of the Clerk of the County Court of the County of Isle of Wight,showing the assessed value of the property of the said W.T and K.E.Barrett,is herewith filed,marked H ~~is herewith filed~~ and prayed to be taken as a part of this bill.

That the said real estate conveyed by the said S.G.Barrett to the said W.T and K.E.Barrett was conveyed at an inadequate price,to wit,\$1500.00,and much less than its real worth,that the said real estate was fairly worth \$2200.00,or \$2500.00.

That the said deed conveying the said real estate,and the sale of the said stock of goods was false and fraudulent, and *void*

was executed and made with the intent to hinder and delay and defraud your complainants and other creditors of the said S.G. Barrett of and from what they are lawfully entitled to; and that the said W.T. and K.E. Barrett, and each of them, had knowledge of the fraudulent intent and purpose of the said S.G. Barrett in executing the said deed and in making the said sale and knowingly participated therein.

That by his deed bearing date Sept 26th 1896, the said S.G. Barrett conveyed and assigned to Wm.S. Holland, trustee, the said ten bonds of the said W.T. and K.E. Barrett for \$350.00, each and payable as aforesaid, and the said bond of \$1500.00, A copy of the said deed marked K, is herewith filed and prayed to be read as a part of this bill.

~~That~~ the said deed-after providing ^{for} the expenses of executing the said trust, secures creditors, designated of the ~~First~~ ^{Second} class, whose debts aggregate the sum of \$4478.47

Your complainants have no knowledge or belief as to whether all of the debts of the second class purporting to be secured by said deed, other than the debts purported to be due to the said W.T. Barrett, K.E. Barrett and M.A. Barrett, are justly and truly due and owing to the respective parties in the said deed mentioned, but your complainants are informed and so charge that the several sums and amounts secured to the said W.T. Barrett, K.E. Barrett and S.G. Barrett, respectively, to wit, to W.T. Barrett \$400.00, K.E. Barrett \$900.00 and M.A. Barrett, are false, fraudulent and pretended ~~~~~~~~~ \$300.00, in the whole amounting to \$1600.00, and that the said S.G. Barrett, was and is, in no wise, or manner indebted to the said W.T., K.E. and M.A. Barrett or either of them, in any sum or amount whatsoever, and your complainants are informed and so charge that to the extent, that the said deed of trust secure-

from S.G.Barrett to Wm S.Holland ^{Trustee} secures to the said W.T.Barrett, ~~K.E.~~ Barrett and M.A.Barrett the said several sums of money in the said deed mentioned, it is false and fraudulent, and was executed with the intent to hinder, delay and defraud your complainants of and from what they are lawfully entitled, and that they have a lien upon such sums and amounts to which the said W.T.Barrett, ~~K.E.~~ Barrett and M.E.Barrett would have been entitled under said deed from the time this suit was brought, and have a right to subject the same, and any other estate of the said S.G.Barrett conveyed by the said deeds to which the rights of bona fide creditors in said deed of trust have not attached, to the payment of your complainants debt and demand aforesaid.

In tender consideration whereof, and forasmuch as your complainants are without remedy at law and can only be relieved by the aid of this honorable court of chancery, where matters of this kind are alone and properly cognizable and relievable, to the end that justice may be done in the premises your complainants pray, that the said S.G.Barrett, W.T.Barrett, K.E.Barrett, M.A.Barrett, and Wm.S.Holland, trustee as aforesaid may be made parties defendant to this bill and be required to answer the same, but an answer under oath is hereby expressly waived, in pursuance of the statute in such cases made and provided.

That the amounts secured by the said deed of trust from the said S.G.Barrett to Wm S.Holland trustee, to W.T.Barrett, K.E.Barrett and M.A.Barrett, and each of them, be declared to be false, fraudulent and pretended. +

That the said deed from the said S.G.Barrett to W.T.Barrett and K.E.Barrett conveying the said real estate be set

That the said deed from the said S. G. Barrett to Wm. S. Holland trustee be declared to be fraudulent and void to the extent that it relates to the said W. T. Barrett and K. E. Barrett and M. A. Barrett respecting - the said several sums and amounts in the said deed ^{there} mentioned.

aside, and declared to be fraudulent and void, and that the real estate conveyed by the said deed be subjected by the order of this court, to the payment of the bona fide debts of the said S. G. Barrett, secured by the deed of trust aforesaid from the said S. G. Barrett to the said Wm. S. Holland trustee as aforesaid, in the order of priority therein mentioned, save and except that your complainants shall be entitled to share therein, in the place and stead, and in the order of priority, and to the amount, that the said W. T. Barrett, K. E. Barrett and M. A. Barrett are named and secured in said deed, and that they be exclusively entitled to subject to the payment of their claim and demand aforesaid, the proceeds arising from the sale of the said real estate over and above the sum of \$1500.00

That the sale of the said stock of goods, and the assignment of the said bonds, notes and accounts be set aside, and be declared to be fraudulent and void, and that the same be subjected under the order of this court to the payment of the bona fide debts of the said S. G. Barrett, secured by the deed of trust aforesaid from the said S. G. Barrett to the said Wm. S. Holland trustee as aforesaid, in the order of priority therein mentioned, save and except that your complainants shall be entitled to share therein, in the place and stead, and in the order of ~~priority~~ priority and to the amount and extent that the said W. T. Barrett, K. E. Barrett and M. A. Barrett are named in and secured by the said deed #

That a receiver be appointed and directed to receive the rents and profits of the said real estate, and to take charge of the said stock of goods, and said bonds, notes and accounts and to sell, collect and dispose of the same as by this court may be ordered and directed.

That all proper orders and decrees may be made, entered and directed; that proper process may issue, and that such other further and general relief may be granted in the premises as the nature of the case may require or to equity shall seem meet; and your complainants will ever pray &c..

Boyd and Lili p.g.

R. M. Sutton & Co
By course

R. M. Sutton & Co.

vs. }

S. G. Bonnell, et al

Petition of
M. L. J. Davis & Co.

~~Filed for record in the
Circuit Court of the United States
for the District of Columbia~~

Filed May 4th 1897

J. C. PARKER,
ATTORNEY-AT-LAW,
Main St., Franklin, Va.

Copy

I

To the Hon. Robt. R. Prentiss, Judge of the Circuit Court of law and chancery for the County of Isle of Wight, in chancery sitting

Humbly complaining sheweth to the Court, your complainants, Robt M. Sutton, Thos. Todd, Jno. R. Sutton, Wm. P. Robinson, Wallace P. Whitmore, Phillip M. Tabb Jr, Everard K. Patterson, merchants and partners, trading under the firm name and style of R. M. Sutton & Co.

That your complainants are wholesale merchants of the City of Baltimore, in the State of Maryland, dealers in dry-goods and notions.

That some time prior to the 10th day of February 1896, one S. G. Barrett, of the village of Windsor, in the County of Isle of Wight, in the State of Virginia, desired to buy of your complainants a large bill of goods, which they declined and refused to sell, whereupon the said S. G. Barrett represented to your complainants that he was the owner of valuable real estate unencumbered in the county last aforesaid, of the value of Four Thousand Dollars, and exhibited to your complainants a deed for the same, which deed recited a recent purchase by the said S. G. Barrett of a tract of land in the said county containing 150 acres, more or less, which purported to have been conveyed to him by one M. A. Barrett in consideration of the sum of \$4000.00, cash in hand paid by the said S. G. Barrett, together with a certificate from the Clerk of the County Court of the County of Isle of Wight, reciting that such deed was recorded in his office; a copy of said deed is hereafter and herewith filed.

That the said S. G. Barrett further presented that he was the owner of a house and lot, in the village of Windsor, in the County aforesaid.

That your complainants relying upon the said representation of the said S. G. Barrett, that he was the owner of unencumbered real estate of the value of \$4000.00, in addition to the said house and lot, and induced thereby, sold and delivered to the said S. G. Barrett, two large bills of goods, amounting in the whole to the sum of \$1570.64, which sum was to be paid on or before the 10th day of August 1896. Yet the said S. G. Barrett although often requested hath only paid to your complainants of the said sum of \$1570.64, the sum of \$60.21, by goods returned, and your complainants were compelled to incur, and did incur and pay pretest charges on certain worthless drafts given by the said S. G. Barrett, costs of pretest, amounting to \$3.44, and complainants aver that there is now due and owing them by the said S. G. on account of the goods so purchased as aforesaid, the sum of \$1513.87, which is wholly due owing and unpaid to your complainants, an itemized account of said goods is herewith filed, marked "M", and prayed to be read as a part of this bill.

Your complainants are informed and so charge that the real estate conveyed by said deed from M. A. Barrett to S. G. Barrett, was not of the value of \$4000.00, but that its fair value and market price at the date of the said deed was some \$1200.00, possibly \$1500.00, and that the said S. G. Barrett did not pay \$4000.00, therefor, but that consideration was named in the said deed for the fraudulent purpose of obtaining a large line of credit from your complainants and others, and was but one of a series of fraudulent acts perpetrated by the said S. G. Barrett, upon your complainants as hereinafter set forth and detailed.

That by his deed bearing date March 1st 1890, the said S. G. Barrett, conveyed to M. A. Barrett, his wife, a certain tract of

land in the County of Isle of Wight, known as the Patrick Pierce place, containing 150 acres, more or less, two horses, all of his cows, carts, wheels, buggys, farming implements, corn, fodder, peanuts, household and kitchen furniture, in fact (as recited in the said deed) everything he then possessed, both real and personal, or might possess in the future, for a false and pretended consideration of \$700.00. A certified copy of the said deed is herewith filed marked "A", and prayed to be read as a part of this bill.

Your complainants are informed and so charge that no consideration was supplied for the said conveyance, that the same was voluntary, without consideration deemed valuable in law, and was made at a time when the said S. G. Barrett was being much pressed by creditors.

That at the time of the said conveyance the said S. G. Barrett, was engaged in the mercantile business in the village of Windsor, and so continued until the date of the assignment hereinafter mentioned.

That on or about the 1st day of January 1891, the said S. G. Barrett purchased of Ludlow Watkins a lot in the village of Windsor, and paid therefor the sum of \$425.00, but at the request of the said S. G. Barrett, the deed therefor was made to his wife, and the said M. A. Barrett, and your complainants are informed and so charge that the purchase price of the said lot was supplied by the said S. G. Barrett, and not by the said M. A. Barrett, and that some time in the year 189 , the said S. G. Barrett built and erected on the said lot, a brick store-house at a cost of some \$1200.00, or more, at his own proper cost and charge, and not at all at the cost of the said M. A. Barrett, and that the said property is still owned by and stands in the name of the said

M. A. Barrett, subject to a deed of trust to secure to Wm. S. Holland, the payment of the sum of \$500.00, although the purchase price was supplied by, and the store-house erected thereon by the said S. G. Barrett, as aforesaid. A copy of the deed conveying the said store-house to said M. A. Barrett, is herewith filed marked "B", and prayed to be read as a part of this bill.

That the said S. G. Barrett was largely indebted at the time of the erection of the said store-house as aforesaid; and that his object was to shield the same from his creditors.

That the said S. G. Barrett, to a large extent, having lost and impaired his credit, for the fraudulent purpose of obtaining credit thereon from your complainants and others, on the 5th day of Nov 1895, obtained from the said M. A. Barrett, a deed conveying the said Patrick Pierce land, which had been theretofore conveyed to the said M. A. Barrett, as aforesaid, upon the false and pretended consideration of \$4000.00, A certified copy of the said deed is herewith filed marked "C", and prayed to be read as a part of this bill.

That no permanent improvements had been made upon the said land, and that its fair market value at the date of the said deed was, some \$1200, or at the most \$1500.00, and that it was assessed for taxation at the time of its conveyance at the sum of \$900.00. A certified copy of the assessment of said land is herewith filed, marked "D", and prayed to be read as a part of this bill.

That the said deed was obtained, and the consideration was recited therein at \$4000.00, for the fraudulent purpose of obtaining credit from your complainants as aforesaid, and your complainants charge that the said M. A. Barrett had knowledge of the fraudulent purpose and object of the said S. G. Barrett.

That your complainants, induced by the false and fraudulent representations of the said S. G. Barrett, that the said real estate was worth the sum of \$4000.00, sold and shipped to him the goods aforesaid, and but for such representation, and the exhibition of the said deed and certificate aforesaid, your complainants would not have sold him the said goods.

That by his deed bearing date Sept 26th 1896, the said S. G. Barrett, conveyed to his two sons W. T. Barrett and E. E. Barrett then aged respectively 23 and 25 years, a lot in the town of Windsor, containing about three acres, which was conveyed to him by T. A. Saunders, in consideration of \$1000.00, by deed bearing date Jan'y 1st 1896, and the said Partrick Pierce tract of land; a copy of the said deed from the said S. G. Barrett to W. T. and E. E. Barrett, is herewith filed marked "D", and a copy of the deed from the said T. A. Saunders to the said S. G. Barrett, is also herewith filed marked "E", and are both prayed to be read as a part of this bill.

Your complainants are informed and so charge that no cash consideration was paid for the said land, but that the bond of the said W. T. and E. E. Barrett was taken therefor, which bond was for \$1500.00, and is secured by a deed to Wm S. Holland, bearing date Sept 26th 1896, with a condition in the said bond and said deed, that the said deed of trust is not to be foreclosed so long as \$150.00, is paid every two months beginning Nov 26th 1896,; a copy of said deed, marked "G" is herewith filed and prayed to be read as a part of this bill.

That on the 26th day of Sept 1896, the said S. G. Barrett then having in his store-house at Windsor, a large stock of goods made a pretended sale of his entire stock of goods, wares and merchandise, store-fixtures, and each and every article of merch-

andise pertaining and belonging to his said business and a pretended assignment of all his bonds, notes and accounts to the said W. T. and K. E. Barrett, his sons as aforesaid, for the pretended consideration, as your complainants are informed and so charge, of the execution by them of ten bonds for \$350.00, each, payable respectively in 2, 4, 6, 8, ¹⁰ 12, 14, 16, 18, and 20 months after date, all of which bonds were totally and entirely unsecured.

Your complainants are informed and so charge that at the time of said several conveyances, and the sale of the said stock of goods &c the said W. T. and K. E. Barrett were wholly insolvent. That the said W. T. Barrett was assessed for taxation with personalty of the value of \$122., but with no real estate and the said K. E. Barrett with neither real or personal estate. A certificate of the Clerk of the County Court of the County of Isle of Wight showing the assessed value of the property of the said W. T. and K. E. Barrett, is herewith filed, marked "H" and prayed to be taken as a part of this bill.

That the said real estate conveyed by the said S. G. Barrett to the said W. T. and K. E. Barrett was conveyed at an inadequate price, to-wit, \$1500.00, and much less than its real value worth, that the said real estate was fairly worth \$2200.00, or \$2500.00.

That the said deed conveying the said real estate, and the sale of the said stock of goods was false and fraudulent, and void, was executed and made with the intent to hinder and delay and defraud your complainants and other creditors of the said S. G. Barrett of and from what they are lawfully entitled to; and that the said W. T. and K. E. Barrett, and each of them, had knowledge of the fraudulent intent and purpose of the said S. G. Barrett

in executing the said deed and in making the said sale and knowingly participated therein.

That by his ^{Deed} bearing date Sept 26th 1896,, the said S. G. Barrett conveyed and assigned to Wm S. Holland, trustee, the said ten bonds of the said W. T. and K. E. Barrett for \$350.00, each and payable as aforesaid, and the said bond of \$1500.00; A copy of the said deed marked "K", is herewith filed and prayed to be read as a part of this bill.

That the deed after providing first for the expenses of executing the said trust, secures creditors, designated of the second class, whose debts aggregate the sum of \$4478.47.

Your complainants have no knowledge or belief as to whether all of the debts of the second class purporting to be secured by said deed, other than the debts purported to be due to the said W. T. Barrett, K. E. Barrett and M. A. Barrett, are justly and truly due and owing to the respective parties in the said deed mentioned, but your complainants are informed and so charge that the several sums and amounts secured to the said W. T. Barrett, K. E. Barrett and M. A. Barrett, respectively, to-wit, to W. T. Barrett \$400.00, K. E. Barrett \$900.00 and M. A. Barrett, \$500.00, in the whole amounting to \$1600.00, are false, fraudulent and pretended, and that the said S. G. Barrett, was and is, in no wise, or manner indebted to the said W. T. K. E. and M. A. Barrett or either of them, in any sum or amount whatsoever, and your complainants are informed and so charge that to the extent, that the said deed of trust secures from S. G. Barrett to Wm S. Holland trustee, secures to the said W. T. Barrett, K. E. Barrett and M. A. Barrett the said several sums of money in the said deed mentioned, it is false and fraudulent, and was executed with the intent to hinder, delay and defraud your complainants of and from

what they are lawfully entitled, and that they have a lien upon such sums and amounts to which the said W. T. Barret, K. E. Barrett and M. A. Barrett would have been entitled under said deed ^{the time} from this suit was brought, and have a right to subject the same and any other estate of the said S. G. Barrett conveyed by the said deeds to which the right of bona fide creditors in said deed of trust have not attached, to the payment of your complainants debt and demand aforesaid.

In tender consideration whereof, and forasmuch as your complainants are without remedy at law and can only be relieved by the aid of this honorable court of chancery, where matters of this kind are alone and properly cognizable and relievable, to the end that justice may be done in the premises your complainants pray, that the said S. G. Barrett, W. T. Barrett, K. E. Barrett M. A. Barrett and Wm S. Holland, trustee, as aforesaid may be made parties defendants to this bill and be required to answer the same, but an answer under oath is hereby expressly waived, in pursuance of the statute in such cases made and provided.

That the amounts secured by the said deed of trust from the said S. G. Barrett to Wm S. Holland, ~~trustee as aforesaid may be made~~ to W. T. Barrett, K. E. Barrett and M. A. Barrett, and each of them, be declared to be false, fraudulent and pretended. That the said deed from the said S. G. Barrett to W. T. Barrett and K. E. Barrett conveying the said real estate be set aside, and declared to be fraudulent and void, and that the real estate conveyed by the said deed to be subjected by the order of this court, to the payment of the bona fide debts of the said S. G. Barrett, secured by the deed of trust aforesaid from the said S. G. Barrett to the said Wm S. Holland trustee as aforesaid, in the order of priority therein mentioned, save and except that your

complainants shall be entitled to share therein, in the place and stead, and in the order of priority, and to the amount, that the said W. T. Barrett, K. E. Barrett and M. A. Barrett are named and secured in the said deed, and that they be exclusively entitled to subject to the payment of their claim and demand aforesaid the proceeds arising from the sale of the said real estate over and above the sum of \$1500.00.

That the sale of the said stock of goods, and the assignment of the said bonds, notes and accounts be set aside, and be declared to be fraudulent and void, and that the same be subjected under the order of this court to the payment of the bona fide debts of the said S. G. Barrett, secured by the deed of trust aforesaid from the said S. G. Barrett to the said Wm S. Holland, trustee, as aforesaid, in the order of priority therein mentioned save and except that your complainants shall be entitled to share therein, in the place and stead, and in the order of priority of and to the amount and extent that the said W. T. Barrett, K. E. Barrett and M. A. Barrett are named in and secured by the said deed.

That the said deed from the said S. G. Barrett to Wm S. Holland, trustee, be declared to be fraudulent and void to the extent that it secures to the said W. T. Barrett, K. E. Barrett and M. A. Barrett respectively, the said several sums and amounts in the said deed of trust mentioned.

That a receiver be appointed and directed to receive the rents and profits of the said real estate, and to take charge of the said stock of goods, and said bonds, notes and accounts and to sell, collect and dispose of the same as by this court may be ordered and directed.

That all proper orderers and decrees may be made, entered

10

and directed; that proper process may issue, and that such other
further and general relief may be granted in the premises as ~~be~~
the nature of the ^{case} may require or to equity shall seem meet;
and your complainants will ever pray &c .

R. M. Sutton & Co.

By counsel:

Boykin & Lett, R.q.

Your petitioners beg to join, and do hereby join, in all the allegation, charges, assertions and prayers of the said bill above set forth, of the said plaintiffs, R.M. Sutton & Co., and pray that they may be allowed to file this their petition in the said cause, and that they be made parties plaintiff in the said cause ; that the said deed and sale from S.G. Barrett to W.T. Barrett and K.E. Barrett be set aside and the same be declared fraudulent and void and the said property therein conveyed be subjected to the payment of the bona fide debts of the said S.G. Barrett secured by the deed of trust to W.S. Holland, in the orer therein mentioned, except that your petitioners shall be entitled to share therein in the place and stead of the said W.T. & K.E. Barrett and M.A. Barrett, and that they be entitled to have exclusively submitted to the payment of their debt and judgement aforesaid the proceeds of the sale of the said property over and above the sum at which it was sold to the said W.T. & K.E. Barrett. That the said deed of trust from S.G. Barrett to Holland, trustee, be declared to be fraudulent and void and the property conveyed therein be subject to the payment of the debts of the said S.G. Barrett. That all relief may be granted to your petitioners as is prayed for by the said R.M. Sutton & Co in the said bill ; and that all such other, further and general relief may be granted your petitioners as the nature of their case may be require or to equity may seem meet. And your petitioners will ever pray, etc.

M.L.T. Davis & Co.,
by J.C. Parker Their
Counsel.

In the Circuit Court for Isle of Wight County, Virginia.
R.M. Sutton & Co.

VS.)
) Petition of M.L.T. Davis & Co.
)
S.G. Barrett, et als.

To the Hon. R.R. Prentiss, Judge of the said Court.

Your petitioners, M.L.T. Davis and B.D. Thomas, merchants
and partners, trading under the firm name and style of M.L.T.
Davis & Co. humbly petitioning, sheweth unto the court.

That your petitioners are wholesale merchants of the city
of Norfolk, in the state of Virginia, dealers in groceries and kin-
dred lines of goods.

That prior to the 26th day of September 1896, one S.G.
Barrett, of the village of Windsor, in the county of Isle of Wight,
in the state of Virginia, bought of your petitioners a large quan-
tity of goods, and that on the said 26th day of September 1896 the
said S.G. Barrett was indebted to your petitioners as a balance
due on all the goods so bought up to that date, in the sum of
Eleven hundred and twenty-six & 10/100 Dollars. That your peti-
tioners had credited the said S.G. Barrett for this large amount,
and had before that time credited him for still larger amounts,
on the faith of the property which the said S.G. Barrett held
and claimed to own. Your petitioners allege that the said S.G.
Barrett still owes them the said sum of \$1126.10 above mentioned
and that no part of the same has been paid. ~~That after having for~~

That at the April term 1897 of the Circuit Court of Isle of Wight County, your petitioners secured a judgement against the said S.G. Barrett for the said sum of \$1126.10 with interest thereon from the 28th day of September 1896 until paid, and \$ ^{9 25} costs, a copy of which judgement is herewith filed, marked Exhibit "No. 1" and prayed to be read as a part of this petition. That no part of the said judgement has been paid. That on the ^{27th} day of April 1897 an execution was issued on the said judgement against the said S.G. Barrett, by the Clerk of the Circuit Court of Isle of Wight County and was placed in the hands of the Sheriff of the said County to be executed : that on the 4th day of May 1897 the said Sheriff made return of said execution with the return "No effects" marked thereon, a copy of the said execution with the return made thereon, being herewith filed, marked exhibit "No. 2" and prayed to be read as a part of this petition. That after having, for several years back, been a party to certain transactions concerning his property, said transactions being hereinafter more fully set forth, all of the same having been, as your petitioners believe, intended to ~~deceive~~ deceive and defraud his creditors, the said S.G. Barrett, on the 26th day of September 1896, made ^{two} ~~three~~ deeds, hereinafter more fully described, and one pretended sale, hereinafter more fully set forth, by which deeds and sale he conveyed, or pretended to convey, to his two sons, W.T. Barrett and K.E. Barrett, certain real and personal property, and to W.S. Holland, trustee, certain bonds due, or said to be due, by his sons aforesaid, for the benefit of certain creditors named in the said deed to W.S. Holland trustee. Your petitioners believe and charge that the deed and sale of real and personal property by the S.G. Barrett ^{G.W.J. & K.E. Barrett} were made with intent

to delay, hinder and defraud the creditors of the said S.G. Barrett, and that the ~~value~~ consideration named therein was wholly inadequate, and that the conveyance of the bonds given by his said sons in pretended payment for the said property, to W.S. Holland trustee, was made with intent to delay hinder and defraud the creditors of the said S.G. Barrett and to secure pretended debts that the said S.G. Barrett never owed. That recently R.M. Sutton & Co. have instituted a suit in chancery in the Circuit Court of the county of Isle of Wight against the said S.G. Barrett, W.T. Barrett, K.E. Barrett and others, for the purpose of having the said Circuit Court to declare the said deeds & sale to be fraudulent and void and to have them set aside and the property conveyed therein subjected to the payment of the debts of the said S.G. Barrett. That the said bill, in said suit, was filed at ^{1st} April rules 1897, in the clerks office of the said county, and at the April term of the said court an order was entered allowing the plaintiff to amend the said bill. That the following is a true, full and correct copy of the said bill as originally filed ; to-wit:

Robt. M.Sutton, Thos. Todd, Jno.R.Sutton, Wm.P.Robertson, Wallace P. Whitmore, Philip M.Tabb Jr. and Edward K.Pattison partners in trade under the name and style of R.M.Sutton & CO. plaintiffs in the bill and M.L.T.Davis and B.D.Thomas trading as M.L.T.Davis & CO petitioner Vs.

S.G.Barrett, M.A.Barrett, W.T.Barrett, K.E.Barrett and Wm.S.Holland trustee defendants

The said defendants by their attorney say the bill of complaint and the petition are insufficient in law and that each of them is insufficient in law.

Wm S Hall and P.D.

R. M. Sutton & Co et. al.

vs {

Barrett et. al.

Demures

Filed 2^d April 1897

The Joint and separate answers of Walter T. Barrett and K.E. Barrett to the bill of complaint exhibited against themselves and others in the Circuit Court of Isle of Wight county by R.M. Sutton & CO.

These respondents 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, for answer thereto or to so much thereof as they are advised it is material or necessary for them to answer, these respondents, answering, saith:-

These respondents say they bought from their father S.G. Barrett on the 26th day of September 1896 lands, goods, books, accounts, bonds and notes as mentioned and alluded to in the several deeds made that day by S.G. Barrett to them and to W.S. Holland trustee and from them to said Wm.S. Holland trustee. They bought the stock of goods, books, accounts notes etc. owned by said S.G. Barrett at the price of thirty five hundred dollars and gave him therefor several notes amounting to that sum, that they executed their note or bond for \$1500.00 for the lands and secured the same by a deed of trust. These notes or bonds made by these respondents were then and there assigned and delivered to Wm.S. Holland trustee for the benefit of the bona fide creditors of said S.G. Barrett. That the making of the said several conveyances was all one transaction so far as S.G. Barrett and his creditors are concerned. These respondents aver they paid a fair price for the property and more than it would ^{have} sold for if sold to any one else, they paid such a price to prevent a sacrifice to the creditors of S.G. Barrett their father, of whom they were two. Having been at work for him and in order to keep the business from going into other hands and they for a while, at least, being out of employment they were willing and did pay more than any one else would have paid. They admit they paid no cash but gave their bonds and notes in good faith and secured the same as best they could, and have paid fifteen hundred dollars on the same, have made every payment when due and intend to make the rest till the last dollar is paid. They utterly deny that the said conveyances or any of them or any part of them or any part of any one of them ^{were} made to hinder, delay or

Barrett W. & Co.

Ad

R. M. Sutton & Co

Assner of

D. T. & K. E. Barrett

Filed April 1894

defraud the complainants or any other creditor of the said S.G.Barrett to any extent or in any particular. In the conveyance of lands from S.G.Barrett to them, the wife of S.G.Barrett did not unite, and the same was conveyed to these respondents without her relinquishing her right of dower, which circumstances made the lands less valuable. Lands have depreciated in value for the last few years in this section as a result of the great depreciation in the price of farm products and these respondents believe they paid more for the land than it would sell for if sold on credits and a perfect title given. These respondents paid nearly as much for the interest they bought in the said land as the said S.G.Barrett paid on credit in more prosperous times and when farm products were selling about twice as well as when they purchased. They admit the allegation in the bill that the lands have not improved or ^{been} improved. They paid a high price for the goods and accounts. They paid all and more than they were worth.

These respondents say that they took immediate possession of the said property, started in business at once under the name and style of W.T. Barrett & CO and in the due course of that business have sold almost all the goods bought of S.G.Barrett, have supplied other goods till it is now practically impossible to identify the goods bought of S.G.Barrett from the goods bought of other parties. These respondents adopted the same private cost mark as that used by S.G.Barrett. Some of the best claims have been collected, many are wholly uncollected and never will be collected, some have been closed by notes including indebtedness to the said firm of W.T.Barrett & CO. It would now be a difficult matter to ascertain the S.G. Barrett claims or debts bought by ~~XXXXX~~ these respondents.

As to the debt secured by S.G.Barrett in his deed of trust to Wm.S.Holland trustee dated on the 26th day of September 1896 these respondents say they know it was a just debt, that the same was honestly and justly due her by contract for the rent of her store for two years. These respondents say that the debts secured to them are just, due and payable to them and have not been paid in part or in whole except what has been paid to ^{them} ~~us~~ by Wm.S.Holland trustee since the 26th day of September 1896.

The debt secured to W.T.Barrett is for services. S.G.Barrett had had no experience in business and had but little education and the said W.T. Barrett had from the time he was ten years old been in a store for other parties and knew much more about the business than ~~did~~ his father and not only worked in the store faithfully all the time but bought most of the goods, would go to Baltimore and elsewhere to examine goods and learn about the market and buy goods. In addition to all this he did the correspondence or the greater part of it, and in addition to the small allowance he had saved ~~XXXXXX~~ before he attained his majority he was by contract getting a reasonably good salary and his money is for hard work done for less than it was worth and is as just as that of any other creditor. The said K.E.Barrett was a co-partner at one time and when he retired was paid something or promised something and all his life has been at work faithfully for his father trying to accumulate something for himself, and he says his debt is as just and righteous as any other debt. These respondents say it is not unusual for young men to continue to work for their parents, especially when the parent is in business and in need of just such assistance, and they say it is not unusual to receive pay for such work.

These respondents are not personally cognizant of some of the acts, deeds and transaction set out in the bill, but they have information about the same and they most emphatically deny each and every allegation, intimation and insinuation of fraud in the said bill contained as strongly as if categorically denied, and especially do they deny being to any extent or in any particular participants in any fraud as alleged.

These respondents do not admit any any allegation in the bill contained except those hereinbefore admitted expressly, without repeating they many allegations not expressly denied or admitted these respondents deny the same and ask that no decree be entered to their prejudice except upon positive proof, clear and cogent.

These respondents pray that the petition of M.L.T.Davis & CO. may be rejected or dismissed or that the petitioners be put to their election on the grounds and for the reasons mentioned in the answer of M.A. and S.G. Barrett, and they pray that this answer may be treated as an answer to that

petition if allowed to be filed, they pray that no receiver be appointed in this cause.

And now having fully answered, and denying all fraud, unlawful combination and confederacy as charged, these respondents pray to be hence dismissed with their costs in this behalf expended, And they will ever pray

Wm S. Hallen p.d.

W. T. Barrett
K. E. Barrett

Virginia:-

County of Isle of Wight, to wit:

I, J.B. Wilson, a justice of the peace in and for the county of Isle of Wight in the state of Virginia, do certify that W.T. Barrett and K.E. Barrett came before me in my county aforesaid and made oath in due form of law that the statements contained in the foregoing answer are true to the best of their knowledge, information and belief.

Given under my hand this 20th day of April 1897.

J. B. Wilson J.P.

The joint and separate answer of S.G.Barrett and M.A.Barrett two of the defendants to a bill of complaint exhibited against themselves and others in the Circuit Court of Isle of Wight county by R.M.Sutton & CO.

These respondents 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 for answer thereto, or to so much thereof, as they are advised it is material or necessary for them to answer, these respondents answering, saith:

These respondents admit that S.G.Barrett bought goods ~~X~~ from the complainants amounting to about \$1570.64 and that the balce due thereon is not quite correctly stated but is within a small sum of the amount named as such balance in the bill of complaint, but they deny that said complainants ^{were induced} to extend to S.G.Barrett credit by reason of the conveyance from M.A.Barrett to S.G.Barrett a copy of which is filed with the bill marked as exhibit ----, on the contrary, they say that the credit of S.G.Barrett had before that time been established with the complainants and that the complainants had before the said conveyance, and when it was known to them that S.G.Barrett owned no real estate and at several different times credited him with amounts almost as large as that named. These respondents say that the complainants were in no way deceived or misled by the sum named as the consideration in said deed from M.A.Barrett to S.G.Barrett, that the said complainants well knew the assessed value of the land, that they knew the conveyance was from wife to husband, and that said complainants were then and had been for a long time prior to that date represented in this section of the state by a young man as travelling-salesman who was born near Windsor and was reared in the same neighborhood with these respondents and their sons who are defendants to said bill, and in all probability had seen the land alluded to, but if he never saw it he might easily and conveniently learn its true value from his numerous friends and acquaintances in that neighborhood whom he would always meet when in the village of Windsor or on visits to his old home. If the said complainants really believed that

Barrett et. als.

vs

R. M. Sutton & co

Answer of

S. G. & M. A. Barrett

Filed Sept 10th 1897

S.G.Barrett had taken four thousand dollars out of his business and invested it in a farm, these respondents are at a loss to understand how it aided his credit. If, on the other hand, they believed it was made without consideration and that the former deed from his wife to him was also without consideration, that this man and his wife were making deeds one from the other and vice versa they are still at a loss to understand how it aided the credit of S.G.Barrett. These respondents deny that the complainants were induced as alleged to part with their goods on credit.

These respondents say that said S.G.Barrett did then own a lot in Windsor which he bought of T.A.Saunders on long credits for \$1000.00 and said S.G.Barrett might have so informed the complainants, which said lot has been conveyed for the benefit of the bona fide creditors of S.G. Barrett. These respondents deny every allegation, insinuation and intimation in the said bill contained to the effect that a consideration was named in said deed for a fraudulent purpose, aim or intent, or was one of a series of fraudulent acts. They deny that S.G.Barrett ever bought any goods from the complainants except with the intent and expectation to pay for the same faithfully when agreed or as soon thereafter as he could.

As to the value of the said real estate these respondents say that S.G.Barrett had the ~~farm~~ conveyed to him by R.E.Boykin special commissioner for the sum of \$700.00, and that too on credits, as will more fully appear by refence to a certified copy of the said deed filed with this answer as an exhibit marked "A" and prayed to be read as a part hereof and that the lot in Windsor at the price of one thousand dollars as shown by an exhibit filed with the bill which as hereinbefore stated was a credit sale. They admit the allegation of the bill that no permanent improvements had been put on said lands. They say for the last three years the farm has been rented out and has been depreciating in value. They ~~do~~ do not believe that said lot and farm would sell for ^{more} than said purchase prices, and they say that if the same was sold with an inchoate dower interest therein as was the case when sold to W.T. & K.E.Barrett it would not sell for as much as \$1500, even if sold on long credits, the price which said W.T.&K.E.Barrett agreed to pay and have partly paid.

These respondents admit that on or about March 1st 1890 S.G.Barrett made to his wife said, M.A.Barrett a deed for the farm aforesaid and some personal property therein mentioned. At that time said S.G.Barrett had just recovered from a long spell of sickness and had no idea of ever engaging in any mercantile business, did not owe fifty dollars in all the world, and had never in all his life heard of R.M.Sutton & CO. and that it was eighteen months before the said S.G.Barrett or any of the family went into any mercantile business. This conveyance was known to the complainants before they extended the credit named. They deny that the consideration therein named was false or pretended but was really paid as stated. They say at that time S.G.Barrett was not pressed by his creditors as alleged in the bill, that he had no creditors to press him, they deny that said S.G. Barrett was at that time in business at Windsor as alleged in the bill and they characterize such an allegation as wanton and reckless.

They deny that S.G.Barrett bought of Ludlow Watkins a lot in Windsor and had the deed made to his wife as alleged in the bill but they aver that M.A.Barrett wife of S.G.Barrett bought of Ludlow Watkins a lot in Windsor on or about January 1st 1891 and paid him therefor out of her own money the consideration therein named, and rented the lot for a work-shop for several months before S.G.Barrett went in business. At the time of this conveyance these respondents had never heard of R.M.Sutton & CO. They deny that said S.G.Barrett erected thereon any storehouse or other house or otherwise improved the said lot, but they aver that the said M.A.Barrett erected the house thereon in the summer of 1894 and paid for the same, that she borrowed from Wm.S.Holland the sum of five hundred dollars to pay in part for the same, and this was all done more than one year before any of the alleged debt due said complainants had been contracted and at the time the said debt was contracted the said complainants had notice both actual and constructive that said store house and lot was the property of the said M.A.Barrett and not the property of the said S.G. Barrett. To repeat with the bill these respondents again deny all fraudulent purpose and intent as alleged and deny that said complainants were induced to part with their goods as alleged in the bill.

As to the conveyances made on the 26th day of September

1896 these respondents say that said lot and said farm were conveyed by S.G.Barrett(his wife not uniting with him therein) to W.T. & K.E.Barrett for the price of fifteen hundred dollars for which they gave their bond and secured the same by a deed of trust on said real estate, and ^{at} same time said S.G.Barrett sold, assigned and delivered to said W.T. and K.E.Barrett his stock of goods, books, notes and accounts at a fair and reasonable price and at a higher and better price than he could have procured elsewhere and took therefor their notes amounting in all to \$3500.00 which were not secured by any deed of trust on the goods for the reason as these respondents were informed that no valid deed of trust could be made on a shifting stock of goods. These bonds and notes amounted in the whole to \$5000.00 representing the purchase price of the said lands and goods, books and accounts ^{2.00} payable \$500.00 every two months. These bonds which represented all the property of the said S.G.Barrett were by S.G.Barrett by deed dated on the 26th day of September 1896, executed at the same time with the other deeds dated on the same day, were assigned and delivered to Wm.S.Holland as trustee to be collected and by him distributed in accordance with the terms of the said deed to the creditors of the said S.G.Barrett. This was one transaction so far as the said S.G.Barrett and his creditors are concerned and done for the benefit and the best interest of the creditors of the said S.G.Barrett. The attorney whom these respondents consulted, & some of the larger creditors, fully agreed with these respondents that such an arrangement would bring to the creditors more money than a direct conveyance of the property to be either kept by the trustee at a great expense or by him put on the market under the condition of things at that time.

These respondents say it is true said S.G.Barrett preferred certain of his creditors as he had a right to do, and on that account it is possible some of them may get less than others. But they deny that the purpose and intention was to defraud, on the contrary, it was to pay creditors as far as the money or property would go. These respondents utterly deny that they intended to to hinder, delay or defraud the complainants or any other creditor of the said S.G.Barrett in the making of any of the said deeds, and they deny that the consideration in any of said deeds was inadequate or

insufficient, on the contrary they aver that the considerations were not only fair and reasonable but the very highest and best that could be obtained, and more than could have been obtained from the general market at that time of dire financial distress and general panic. These respondents are informed that the said W.T. & K.E.Barrett have paid said notes and bonds as fast as they became due, having paid the sum of \$1500.00 to said trustee already, and they aver that in their opinion they will continue to pay the same till the last dollar is paid. It is a selfevident fact that every dollar paid thereby strengthens the security. These respondents say that said W.T.& K.E.Barrett took immediate possession of the said goods, lands, books and accounts and proceeded to conduct a mercantile business at the same stand, and proceeded to collect as much as they could of the said books and accounts. Some accounts have been collected in full, others partly collected, and still others closed by note or bond, oftentimes including in the said notes and bonds other indebted^{ness} to W.T. & K.E.Barrett trading as W.T.Barrett & CO. Most of the goods bought have been sold and others placed on the shelves in their room and stead in the ordinary course of trade. This process has been going on till it would be a matter of impossibility to identify those bought of S.G.Barrett and separate them from the goods bought of other parties by the said firm of W.T.Barrett & CO.

These respondents deny that said debts secured to M.A.Barrett, K.E.Barrett and W.T.Barrett by S.G.Barrett were pretended, false, fraudulent or fictitious as alleged, but they aver that said debts and each of them were honest and just debts, and that they are bona fide creditors and as much so as the said complainants or any one else. These respondents deny that the said deeds made on the 26th day of September or any them, in part or in whole, were made to hinder, delay or defraud the said complainants or any other creditor of the said S.G.Barrett as alleged in the said bill.

These respondents aver that the said complainant ought not to have, maintain or further prosecute this suit on any ground alleged in reference to the said conveyances from Ludlow Watkins to M.A.Barrett and S.G.Barrett for they say they were made more than five years next before the commencement of this suit, and they pray that ^{this} part of this answer may be treated as a

plea of the statute of limitation just as if the same had been formally pleaded. These respondents utterly and emphatically deny each and every allegation of fraud in the said bill contained.

Since the institution of this suit M.L.T. Davis & CO. of Norfolk, Virginia, have by their attorney lodged with the clerk of this court and prayed that they may be allowed to file the same, a petition in this cause in which they literally copy the bill and join in all its allegations and in its prayer. The said petitioners file no account with their petition nor do they state when the cause of action arose, nor do they state what debt they claim except one due September 26th 1897 unless it is inferred it was made on the same ^{day} with that of R.M. Sutton & CO. It is hardly probable that S.G. Barrett was in Baltimore and Norfolk on the same day. These respondents pray that their answer to the bill of complaint be read and

treated as an answer to the said petition. And for a further defense they say that S.G. Barrett is being sued at common law in this court for an alleged debt claimed to be due the said petitioners and they are informed that the two actions are founded on one and the same indebtedness and they pray that this part of this answer be treated as a plea to the said petition with all the force and effect as if pleaded formally in bar, they pray that said petitioners may be required to elect in which forum they will proceed, and be required to dismiss one action or the other, ~~XXXXXXV~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, that this said petition may be dismissed with costs. These respondents pray that the said petitioners be required to join in the demurrer herein filed to the bill, and that the said demurrer be applied as well to this petition.

And now having fully answered the complainants, bill and denying all unlawful combination and confederacy as therein charged. These respondents pray to be hence dismissed with their reasonable costs in this behalf expended, And they will ever pray &c.

W. S. Holland P.D.

S. G. Barrett
M. A. Barrett

Virginia.

County of Isle of Wight, to wit:-

I, J.T.Holmes, a Notary Public in and for the county of Isle of Wight in the state of Virginia, do certify that S.G.Barrett and W.A.Barrett made solemn affirmation in due form of law that the allegations, or statements in the foregoing answer are true to the best of their knowledge, information and belief.

Given under my hand this 20th day of April 1897.

J.T.Holmes N.P.

The answer of Wm.S.Holland trustee to a bill of complaint exhibited against himself and others by R.M.Sutton and Company in the Circuit Court of Isle of Wight, county, Virginia:

This defendant now and at all times hereafter, reserving to himself the benefit of all just exception to the many errors, uncertainties and insufficiencies in the said bill contained, for answer thereto or to so much thereof as he is advised it is material or necessary for him to answer, answering saith:-

This respondent knows of his own knowledge nothing of the conveyances from S.G.Barrett to M.A.Barrett, from M.A.Barrett to S.G. Barrett. This defendant did not draw or acknowledge them and knew nothing of them till after they were recorded. He was employed by Indlow Watkins to draw, and acknowledge a deed of bargain and sale from himself and his wife to M.A.Barrett and did so but did not even examine the title nor was he consulted by M.A.Barrett or her husband regarding the same. These conveyances from their dates this respondent knows ~~they~~ were made before any of the Barretts ever went into the mercantile business here excepting the one from M.A.Barrett to S.G.Barrett. This respondent remembers well and distinctly that after the deed from Indlow Watkins to M.A.Barrett the lot was occupied for some months as a work-shop. This respondent knows that in the summer of 1894 a store house was built on the Watkins lot and he furnished in cash the sum of five hundred dollars and took a deed of trust on the property. Mrs. M.A.Barrett borrowed that money and it was used to pay in part for the house, this respondent does not know of his own knowledge who furnished the other part of the cost of the house.

On the 26th day of September 1896 S.G.Barrett approached this respondent saying he had lost money, was embarrassed and expected that some of his creditors would further embarrass him as soon as they heard of his losses and that he thought it would be best for his creditors if he assigned and proposed that this respondent should be his trustee. That was a time of the deepest depression, the farmers had made less than a half of a crop on account of the excessive rainfall, it was in the heat of the memorable McKinley-Bryan campaign and this respondent could see no way of realizing as much as thirty cents of the dollars of a stock of goods and

~~It is hereby certified that after due and legal notice a meet-~~
~~ing of the ~~Board of Directors~~~~

books and accounts and thereupon suggested that if a sale could be made fair and reason^{able} and the consideration paid to the creditors that it would be better for them. A deed from S.G. Barrett ~~to~~ ^{was made} his sons W.E. & K.E. Barrett for two pieces of land and they coterporaneously made a deed of trust to secure the purchase price, the goods were sold to the same parties at a price this respondent thought then and now was fair and reasonable and advantageous to the creditors of S.G. Barrett, the books and accounts were likewise sold, and this respondent has no doubt but that this arrangement has brought and ~~did~~ ^{will} bring to the creditors of the said S.G. Barrett twenty to thirty per cent more than a direct conveyance to a trustee would have brought. This respondent regarded the deeds made that ^{day} as one transaction so far as S.G. Barrett and his creditors were concerned and decidedly in the interest of the creditors. This respondent does not deny that the preference of creditors made in the deed of trust from S.G. Barrett to Wm. S. Holland on the same day will prevent some of the creditors from getting as much as others, in fact it may cause some of them to get a small per cent, if indeed anything. This respondent did not then know and does not now know except from the ~~allegations~~ of the bill what property the said W.E. & K.E. Barrett listed for taxation, he knew they were ^{going men} poor [^] but thought there would be no difficulty in collecting from them, thought they would pay and they have paid fifteen hundred dollars in part on their debt and have paid every time promptly within a very few days of the day it was due and the money has been disbursed to the creditors. At the time of the institution of this suit the bonds held by this respondent as trustee and executed by W.E. & K.E. Barrett were well secured. The deed of trust on the land, the debts of the makers of said bonds secured to them in the S.G. Barrett deed of trust and the further ^{fact} that as above alleged ~~that~~ thirty per cent of the five thousand dollars has already been paid ~~made~~ the debts of the said W.E. and K.E. Barrett secure and assure the success of the plan of assignment.

As to the honesty of the debts secured to W.E. & K.E. Barrett this respondent of his own knowledge cannot speak positively but he is informed and believes the debts are just and honestly due. He is informed and believes the debt secured to M.A. Barrett is justly due her.

This respondent to the best of his knowledge information and

belief denies every allegation of fraud in the bill contained and more especially those allegations of fraud connected with the transaction on the 26th day of September 1896, and most positively avers that he had no knowledge of fraud in any of the matters in the said bill contained.

This respondent is informed and believes that the complainants had notice of the S.G.Barrett assignment immediately after it was made. He knows that in a few days thereafter W.H.White wrote a letter of inquiry concerning the claim of the complainants to this respondent stating he was their attorney, and this respondent replied giving the desired information as best he could and offered to give any other and further information in his possession. This respondent is informed that the complainants procured copies of the said several deed from the clerk's office in a very short time after they were recorded. He is informed that the said stock of goods has been largely sold in the usual course of trade and that those not sold have become so mixed that it would be difficult to identify them, and that the books, notes and accounts have been confused and mixed, that the best accounts have been collected and that some not collected have been closed by notes, bonds and otherwise and not unfrequently further confused by having the same included along with debts due to said W.T.Barrett and K.E.Barrett trading as W.T.Barrett & CO. For these and other reason this respondent denies the right of the complainants to have a receiver appointed. If they ever had such a right upon a proper bill of complaint it has now been lost to them by reason of their own laches. *This respondent prays that this answer may be taken, read and treated as answer to the petition of M.L. Y. Davis & Co if filed.*

And now having fully answered the complainants bill and denying all fraud and unlawful combination and confederacy this respondent prays to be hence dismissed with his costs in this behalf expended, and he will ever pray &c.

Wm S. Holland Trustee.

The Commonwealth of Virginia,

To the *Sheriff* of the County of *Isle of Wight*, Greeting:

WE COMMAND YOU, That you summon *S. G. Banitt, M. A. Banitt, W. J. Banitt, K. E. Banitt and Wm. S. Hollana trustee*

to appear at the Clerk's Office of the *Circuit* Court of the County of *Isle of Wight* at the rules to be held for the said Court on the *first* Monday in *April*, 189*7*,

to answer a bill in Chancery, exhibited against *them* in our said Court by *Robt. M. Sutton, Thos. Todd, Jno. R. Sutton, Wm. P. Robinson, Wallace R. Whitmore, Phillip M. Cobb Jr. and Edward K. Patterson, merchants and partners trading under the firm name and style of R. M. Sutton & Co*

And have then there this writ.

Witness,

M. J. Young

Clerk of our said

Court, at the court-house, the

3^d

day of

April

189*7*,

and in the

121

year

of the Commonwealth.

M. J. Young clk

Executed by delivering to the within
named S. G. Bunt & Co. & Bunt & Co.
Bunt & Co. Bunt & Co. & W. S. Hallard
Bunt & Co. a true copy of the
within Summons. April 3rd 1897.

Re J. Edwards
Shp

Form No. 300.

R. M. Sutton & Co

SUBPOENA
IN
CHANCERY.

U.S.

J. G. Bunt & Co

Bryant & Co

p. q.

Rules

Court.

To

1st April

Encl

1897

R. M. Sutton and Co.,

vs. { In the Circuit Court of the District of Columbia.
S. G. Bonnell, et al.

On motion of the Plaintiff leave is given him to file an amended bill in this cause within thirty days, and an motion of the petitioners, M. L. J. Davis & Co. The petition filed by them in this cause on April 17th 1897 is ^{at cost of petitioners} dismissed, without prejudice to the said petitioners, and leave is given the said petitioners to withdraw said petition from the papers in this cause.

R. M. Sutton & Co.

vs { In Chancery
S. G. Bonnell, et als.

Rough Decree
April 26 - 1897.

To be returned.

Robert R. Hunt.

Entered

R. M. Sutton et al

vs } In the Circuit Court of D.C. of Middle County
S. H. Barrett et al.

It appearing to the Court
that the matters in dispute in this
^{have been compromised}
Cause, it is ordered that this suit
be dismissed at the plaintiffs costs.

R. M. Sutton Rec
no } du Chaucery
L. G. Barrie Rec

Rough Diene
Apr 23^d 1800
To be entered
Robert Paulis
Entered

Bargain Sale
S. S. Barrett
To $\frac{3}{3}$ Deed
Matth. A. Barrett

A Copy.

Filed April 7th 1894

T H I S D E E D, made this the first day of March 1890,
between Stephen G. Barrett, of the first part, and Mattie
A. Barrett, his wife party of the second part; both of the
County of Isle of Wight and State of Virginia; .

W I T N E S S E T H: that for and in consideration of the
just and full sum of *Seven* Hundred Dollars; cash in hand
paid the said party of the first part do grant unto the
said Mattie A. Barrett, forever, the following property
both, real, and personal, with general warranty, to-wit:

one farm containing, 150 acres , bounded by the lands of
J. B. Sanders, T. M. Peel, Tom, Holland, and others;

known as the "Pat: Pierce"; farm , two horses, cows, carts
wheels, buggys, farming impliments, corn, fodder, peanuts,
household and kitchen, furniture, and in fact , everything
he know possesses, both real and personal, or may possess ~~it~~
in the future, he know conveys to the said Mattie A.

Barrett, forever to sell, give away or any other way, she
chuses to dispose of it, for the amount paid, the said S. G.
Barrett, solemnly affirms this to be his own wilfull acts,
and deeds, given under his hand seal this the first day
of March, 1890.

Stephen G. Barrett, (seal)

Virginia, ~~Isle of Wight~~

County of Isle of Wight,

I, John M. Tayler, a justice of the peace of county aforesai
do certify, that Stephen G. Barrett, whose name is signed
to the annexed writing bearing date March 1st, 1890, came
before me in my said county and acknowledged the said writi
ing, to his act and deed.

Given under my hand this 28th. day of March, 1891.

John M. Tayler, J. P.

In the Clerks office of the County Court of Isle of
Wight County, the 28th. day of March 1891, this deed was
received and ~~with the~~ admitted to record on the annexed
certificate of Jno. M. Tayler, a Justice of the ^{Peace} ~~Peace~~.

Teste:

N. P. Young, Clk:

A Copy; Teste.

N. P. Young

This Deed made this the 14th day
of May in the year eighteen hundred
and ninety one between Ludlow Watkins
and Cordelia F. Watkins his wife
of the County of Isle of Wight in the
State of Virginia parties of the first
part and Mittie A. Barrett wife of S. G.
Barrett party of the second part.
Witnesseth that in consideration of the
sum of Four Hundred and Twenty
Five (\$425) Dollars the said parties
of the first part do grant with
general warranty unto the said party
of the second part the following
property to wit: All that certain lot in
Kingdom Isle of Wight County in the state
of Virginia, containing by estimation 7/24
of an acre and which is bounded on
the north by the N.E. & W. Railroad
company's land, a distance of fifty
five (55) feet on the east by the lands
of said Ludlow Watkins a distance of
two hundred and seventy three (273) feet
on the south by the said Ludlow
Watkins a distance of sixty five (65)
feet to the lands of John L. Marshall,
thence along the line of the lands
of Jno. L. Marshall to said railroad
company's land it being a part of

the lot of land conveyed to said
Ludlow Watkins by deed from Jno. L.
Marshall of record in the clerk's office
of the county court of Isle of Wight county
reference to which is made for the location
of the last line hereinbefore mentioned.

It is understood that said Mrs. Mitten
A. Barnett shall have possession of said
property on the first day of July 1891.

The grantor covenants that he has
the right to convey the said land to
the grantee; that the grantee shall have
quiet possession of the said land
free from all encumbrances; that
he the said party of the first part
will execute such further assurance of
the said land as may be requisite;
that he has done no act to encumber
the said land.

Witness the following signatures and seals

Ludlow Watkins (seal)
Cordelia F. Watkins (seal)

State of Virginia

County of Isle of Wight Court:

J. S. Holland a Commissioner in
Chancery of the Cir Court for the
county aforesaid in the State of

Virginia, do certify that Ludlow
Watkins and Cordelia J. Watkins
whose names are signed to the writing
above, bearing date on the 14th day
May in the year eighteen hundred
and ninety one have acknowledged the
same before me in my County aforesaid
Given under my hand this
14th day of May in the year 1891

W. S. Holland
Comm in Chancery

In the clerk's office of the County Court
of Isle of Wight County the 25th day
of May 1891 this deed was received
and with certificate admitted to
record

Deak N. P. Young clk

A copy
Deak N. P. Young clk

R. M. Sutton & Co
vs. J. Ingham.
J. G. Barrett states

Exhibit "B"

Deed Bargain Sale

Mattie A Barrett

To 3

S. G. Barrett

A Copy

Exhibits

~~BB~~

Filed April 7th 1894

T H I S D E E D, made this the 5th day ~~of~~ Nov: in the year
one thousand eight hundred and ninety five, between Mattie, A.
Barrett, of the County of Isle of Wight, and state of virginia
of the first part ^{and}, S. G. Barrett, of the County of Isle
of Wight and state of virginia, party of the ^{Second} part.

W I T N E S S E T H: that in consideration of the sum of
(\$ 4000.00) Four Thousand Dollars, cash in hand paid, the Said
M. A. Barrett of the County of Isle of Wight & State of
Virginia do grant unto the said S. G. Barrett, of the Coun-
ty, of Isle of Wight & State of Virginia, with general
warranty, all of the below named property, to-wit. I farm
containing, (150) acres, more or less, bounded by the lands
of Saml, H. Holland, S. M. Pierce &c there in the County
of Isle of Wight, & State of Virginia.

I the said M. A. Barrett, covenant that I have the
right to convey the said land to the grantee; that I have
done no act to encumber, the said land; that the grantee
shall have quiet possession of the said land free from all,
encumbrances; and that I the said party of the first part ~~do~~
will execute such further assurances of the said land as
may be requisite.

Witness the following signature and seal.

M. A. Barrett, (seal)

State of Virginia

County of Isle of Wight te-wit:

I, J. B. Wilson, a Justice ~~of the peace~~, for the county,
^{aporesaid}
~~of Isle of Wight~~, in the State of Virginia, do certify that
¹
M. A. Barrett, whose name is signed to the within writing
~~bearing date of~~

bearing date on the fifth day of November, 1895, has
acknowledged, the same before me in my County aforesaid.
Given under my hand this seventh day of November 1895.

J. E. Wilson, J. P.

Isle of Wight County to-wit:

In the office of the Isle of Wight County Court Clerk,
the 13th day of November, 1895; this deed was presented
and with the certificate annexed admitted to record.

Teste: N. P. Young. Clk:

By, N. F. Young, Deputy.

A Copy Teste:,

N. P. Young clk

I, N. F. Young, Clerk of the County court of Isle of Wight County, Virginia; do hereby certify, that on the land-book of Isle of Wight County, for the year 1895, Mattie A. Barrett, had standing in her name, one hundred and fifty acres of land, valued at \$900.00.

Teste:

N. F. Young ----- Clerk.

Sutton & Co.

vs.

S. G. Barrett, et al.

Exhibit

of 1800, valued at \$2000.00.

1800:

----- Clerk.



This Deed, Made this 24th day of September, in the year
one thousand eight hundred and ninety six, between S. G. Barrett

party of the first part, and

W. S. Barrett and R. E. Barrett

parties of the second part—

Witnesseth: That in consideration of the sum of Fifty + hundred

Dollars secured to be paid Dollars,

the said S. G. Barrett

do ~~it~~ grant unto the said

W. S. Barrett and R. E. Barrett

with GENERAL WARRANTY, all

that certain lot and tract of land, lying
being and situated in Isle of Wight County
in the State of Virginia, the lot in Windsor
and the tract of land about three miles from
Windsor

The lot was conveyed to said S. G. Barrett
by J. A. Saunders, contains about three acres more
or less, and adjoins the lands of the N & W. Railroad
Company, Mrs. Griffin, J. S. Kitchen, B. L. Roberts
and others, and the tract or farm contains
150 acres more or less, and adjoins the lands
of Jno B Saunders, and others, known as the
"Patrick Pierce" place, and was once conveyed
to said S. G. Barrett by R. E. Boykin Special
Commissioner.

The said S. G. Barrett
covenant^s that he ^{his interest in} has the right to convey the said land to the grantee; that he
has done no act to encumber the said land; that the grantee shall have quiet possession
of the said land, free from all encumbrances, and that he, the said part 7 of the
first part, will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal--

S. G. Barrett



STATE OF VIRGINIA,
County of Isle of Wight } To wit:

I, James T. Holmes a Notary Public
for the county aforesaid, in the State of Virginia, do certify that S. G. Barrett

whose name is signed to the writing ^{within} ~~hereto annexed~~, bearing date the 26th
day of September, 1894, has acknowledged the same before me in my
county aforesaid.

Given under my hand this 26th day of September, 1894

James T. Holmes N.P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

COUNTY OF Isle of Wight ~~County~~, To WIT:

In the office of the Clerk of the County Court for the County of Aforesaid
the 28th day of September, 1894, this deed was presented, and, with the
certificate annexed, admitted to record.

Teste:

N. F. Young, Clerk.

Attest N. F. Young

Deed of Bargain and Sale.

J. G. Barrett

To

W. L. & K. E. Barrett

A copy Exhibits

Admitted to Record this-----day of

-----, 189--

Recorded D. B. 60-----, Page 35---

Examined and verified.

Clerk.

Filed April 7th 1894

\$-----

Tax, - - - - - \$-----

Fee, - - - - - -----

\$-----

This Deed made this 1st day of January
in the year one thousand eight hundred
and ninety six, between Thomas A. Saunders
of the County of Southampton in the State
of Virginia party of the first part and
Stephen G. Barrett of Isle of Wight County
and said State of Virginia party of
the second part Witnesseth that in consider-
ation of the sum of one thousand dollars
cash paid the receipt whereof is acknowledged
the said Thomas A. Saunders doth grant
unto the said Stephen G. Barrett with general
warranty all that certain lot piece or parcels
of land situate in Windsor in the said
County of Isle of Wight and in the State of
Virginia, containing by estimation $2\frac{3}{4}$ acres
more or less sale and conveyance in gross
and not by the acre, this being a contract
of hazard as to area and which bounded
by the land of the widow and children
of Frank Smith deceased whereon Mr
and Mrs Griffin now reside.
Benj. C. Robish. Mc and Mrs J. D. Kitchen
Mrs A. C. Joyner Lewis Gray colored The
Independent Order of Good Templars and
the N^o 1st St Railroad Company it being
the same land no more and no less conveyed
to said Thomas A. Saunders by Ludlow
Watkins & wife by deed bearing date

January 14th 1896 and duly recorded
in the Clerk's office of the County Court
of Isle of Wight County in deed Book 22057
page 574 reference to which is made

The said Thomas A. Saunders covenants
that he has the right to convey the said
land to the grantee that he has done no
act to encumber the said land: that the
grantee shall have quiet possession of
the said land free from all encumbrances
and that the said party of the first
part will execute such further assurances
of the said land as may be requisite
Witness the following signature and seal

D. A. Saunders (Seal)

State of Virginia

County of Isle of Wight to wit
I William S. Holland a Comm. in Chancery
of the Civ. Court for the County aforesaid
in the State of Virginia do certify that
D. A. Saunders whose name is signed
to the within writing bearing date on
the 1st day of January 1896 has
acknowledged the same before me
in my County aforesaid
Given under my hand this 1st day of January
1896

W. S. Holland
Comm. in Chancery &c

Isle of Wight County Court:
On the office of Isle of Wight County
Court Clerk the 10th day of January 1891
this deed was presented and with the
certificate annexed admitted to record

Test N. P. Young clk
by N. F. Young Deputy

A Copy
Test N. F. Young clk

J. A. Saunders
to J. B. H.
S. G. Barrett

Exhibit "E"

This Deed, Made this 24th day of September in the year 1894 between
W. T. Barrett and H. E. Barrett

of the County of Ish of
Wight and State of Virginia parties of the first part, and Wm. S. Holland
chosen trustee of the Said County and State party

of the second part, WITNESSETH:—That the said parties of the first part, do grant unto the said party
of the second part, the following property, to wit: All that lot and tract of
land lying being and situate in Ish of Wight County
in the State of Virginia. The lot contains about 3 acres
and bounded by the land of N. T. W. Railroad Company
and others. The tract contains about 150 acres and
adjoins Mrs. B. Saunders and others. This is the same
property this day conveyed to said W. T. and H. E. Barrett
by S. S. Barrett, this being a contemporaneous deed
of trust to secure the whole purchase price, reference
to which deed of bargain and sale is hereby made for
fuller description boundary &c.

In Trust, to secure to S. S. Barrett

the payment of the sum of

\$1500, ⁷⁴/₁₀₀ evidenced by one bond for fifteen hundred
dollars dated Sept. 24th 1894, made by W. T.
Barrett and H. E. Barrett, and payable to S. S.
Barrett and contains a waiver of Homestead
Exemption, and contains a condition that deed
of Trust shall not be foreclosed so long as one
hundred and fifty dollars of principal and
accrued interest is paid at the end of ever
two months, beginning November 24th 1894
but in case of a failure to pay that amount then
the whole shall be due and payable.

And it is covenanted that in case of default in the payment of ^{any of the installments on} the bond aforesaid, then sale shall be made at the request of the beneficiary, or his representative, and that said sale shall be made after advertising the time, terms and place thereof for ten days, for cash, and out of the proceeds of sale pay first the cost of sale, including a commission of five per cent. of gross amount to the trustee and pay the fees for drawing and recording this deed, if then unpaid, and then pay off said bond with all accrued interest and legal charges, and pay the balance, if any, as the law directs.

It is also covenanted that this deed of trust shall secure any bond or note given in renewal, or extension, or curtail of the aforementioned bond.

The said parties of the first part, covenants to pay all taxes, assessments, dues, and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same; and further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$ 500 for the further protection of the said S. G. Barrett or assigns, and in the event of their failure to do so, then the Trustee, or the beneficiary under this deed, may effect or renew such insurance from time to time, so long as the said debt, or any part thereof, remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property if sold, or to be recoverable by all the remedies in law or equity, by which the debt aforesaid may be recoverable.

IF NO DEFAULT SHALL BE MADE in the payment of the above-mentioned bond or insurance premiums, then, upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper costs and charges.

WITNESS the following signatures and seals:

W. F. Barrett
K. E. Barrett
SEAL
SEAL
SEAL
SEAL

State of Virginia,

County of Isle of Wight to-wit:
I. J. F. Holmes a Notary Public

for the County aforesaid, in the State of Virginia, do certify that
W. F. Barrett and K. E. Barrett
whose name is signed to the ^{writing above} foregoing writing,
bearing date on the 24th day of September 1896 have acknowledged the same
before me in my County aforesaid.

Given under my hand this 24 day of September 1896
James F. Holmes N. P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgments.

Isle of Wight County to-wit:

In the office of the Clerk of the County Court for the County of Isle of Wight
the 28th day of September 1896 this deed was presented
and, with the certificate annexed, admitted to record at — o'clock M.

Teste:

A Copy Teste J. F. Young W. F. Young Clerk.

W. L. & K E Barrut

to } DEED OF
TRUST.

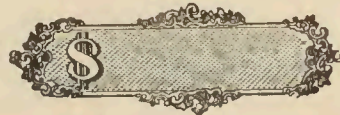
Wm S. Holland

Trustee for S. S. Barrut

____ Court of _____

Recorded, Deed Book 60 Page 36

Copy



Exhibit

by

Filed April 7th 1894

Tax, - - \$ _____

Fee, - - _____

\$ _____

I N. F. Young, Clerk of Isle of Wight, County Court, hereby certify that by the Property- Book of the said county, W. T. Barrett, is assessed with \$122,00 and K. E. Barrett has no personal property assessed against him.

I further certify that there is no real-estate on the Land Book of the said county standing in the name of W. T. Barrett, or K. E. Barrett.

Teste,

N. F. YOUNG,

Clerk of Isle of Wight County.

R. M. Sutton & Co.,
of Lynch.

S. G. Barrett & Co.

Exhibit "H"

Fourth: After all debts in the three classes above mentioned are paid in full, in the order named as herein before stated, then out of any balance still in his hands, the said Trustee shall pay to S. W. Trues & Co. any thing due them for fertilizers, not exceeding the sum of \$834.50.

This fourth and last Clasp is intended to cover the liability of the said S. G. Barrett on account of fertilizers handled by him.

It is understood that S. G. Barrett has sent out checks, drafts and other paper drawn on said J. W. Trues & Co.; and if any of them or any part thereof has been paid to any of the Creditors of the said S. G. Barrett above mentioned then such payments are to be deducted from the amounts otherwise justly due as above set out.

Witness the following Signature and Seal. This 26th day of September 1896.

S. G. Barrett 

Virginia
County of Isle of Wight to wit-
I James T. Holmes, a Notary Public
in and for the County of Isle of Wight
in the State of Virginia, do Certify
that S. G. Barnett, whose name
is signed to the foregoing Writing
bearing date on the 26th day
of September 1896, A.D. he do
acknowledge the same
before me in my County aforesaid
then under my hand the 26th
day of September 1896, A.D.

James T. Holmes
N. P.

In the Clerk's Office of the County
Court of Isle of Wight County, the
18th day of September 1896, this deed
was presented and with the Certificate
annexed admitted to Record
Teste

N. F. Young, clk

A copy Teste N. F. Young clk

S. G. Barnett
to { Deed of
Trust
Wm S Holland
Trustee

Exhibits
H

Filed April 7th 1897

Fee \$1.30

Whereas S. G. Barrett of Windsor Station Va is financially embarrassed and unable to meet his obligations as they become due, and wishes to convey all his property for the benefit of his Creditors.

Now Therefore, this deed made this 26th day of September in the year 1896, A. D. between S. G. Barrett of the County of Isle of Wight in the State of Virginia, party of the first part and Wm. S. Holland, Chosen Trustee of the said County and State party of the second part Witnesseth:

That the said S. G. Barrett doth grant to the said Wm. S. Holland Trustee, the following property to wit Ten bonds each for Three hundred and fifty (350) dollars: each dated September 26th 1896: each made by W. J. Barrett and H. E. Barrett and payable to said S. G. Barrett two, four, six, eight, ten, twelve fourteen, sixteen, eighteen and twenty months after date respectively each assigned to Wm. S. Holland Trustee, and also one bond for fifteen hundred dollars (1500) made by W. J. Barrett and H. E. Barrett

Secured by a deed of trust on land
payable to said S. G. Barrett and
by him assigned to said Wm S
Holland trustee, and also all the
indebtedness of J. W. Hall & Co of the
City of Norfolk to said S. G. Barrett
amounting to (as nearly as can be
ascertained) four thousand six
hundred and eighteen (4618) dollars
and twenty four cents, evidenced by
notes, checks, drafts, open account
and otherwise

In Trust as follows

That the said trustee shall take
into immediate possession the property
hereby conveyed and proceed to collect
the same with full power and authority
to compromise the debt due to S. G.
Barrett, by said J. W. Hall & Co as in
the discretion of the said trustee
may seem best for all parties concerned
that the said trustee shall deposit
all money collected or received by
him in the Farmers Bank of
Newsmound, Suffolk Va. to his
credit as trustee for S. G. Barrett
and shall pay out by check
said money so deposited from time

to time as follows.

First All Costs and Expenses incurred in and about the making and execution of this Trust, including a Commission of five per cent on gross amount coming into his hands and all reasonable Attorneys fees, and other reasonable Costs and charges.

Second: I pay pursuant the debts of this the 2nd class in full as follows

To E. Joyner & Co! the sum of \$ 965.94
to Mr. H. Holland do \$ 500.00: to
J. E. Lawrence \$ 686.74, to James P.
Johnson \$ 141.36; to Rebecca E. Griffin
\$ 131.43: to J. E. & Joyner \$ 95.00
Spencer Carr. \$ 93.00 Elsie Carr. \$ 60.00: to
James H. Holland \$ 175.00 to James
W. Johnson \$ 20.00 to W. T. Barrett
\$ 400.00 to H. E. Barrett \$ 900.00
to M. A. Barrett \$ 300.

The last three debts are known to be correct as to amount. but there may be some slight error in amount as to some of the rest, and for that reason, these amounts may be within four months be corrected upon satisfactory proof produced to and before the said trustee in writing

965.94
500.00
686.74
141.36
131.43
95.00
93.00
60.00
175.00
20.00
400.00
900.00
300.00
4978.47

4978.47
900.00
300.00
1604.10

Third: After the costs and expenses
set out in the first class are paid
in full, and the debts in the second
class are likewise paid in full
the said trustee shall pay out of any
balance still in hand, pro rata
the debts of this the third class
as follows: to G. W. Wood & Son the sum
of \$57.66; to B. L. Saunders & Co \$50.00; to
S. W. Gold Jr. & Co. \$23.70; to Williams
& Son \$21.70; to J. E. Mann & Son \$74.52
to Abram Straus \$41.20; to Walter Williams
\$16.17; to S. B. Marks & Co \$6.97 to
Oleundorff & Co \$81.23; to W. F. Day, Senr
& Co. \$22.75; to Enterprise Pottery Co \$132.7
to R. M. Sutton & Co 1500.00; to W. Taylor
& Co. \$120.00, Charles C. Alley & Co \$8.75
to Bidler Bros. \$650.00; to Walters & Martin
\$329.7; to F. A. Davis & Co \$23.10; to
M. L. J. Davis & Co \$1200.00 and to
A. Brinkley & Co \$29.45.

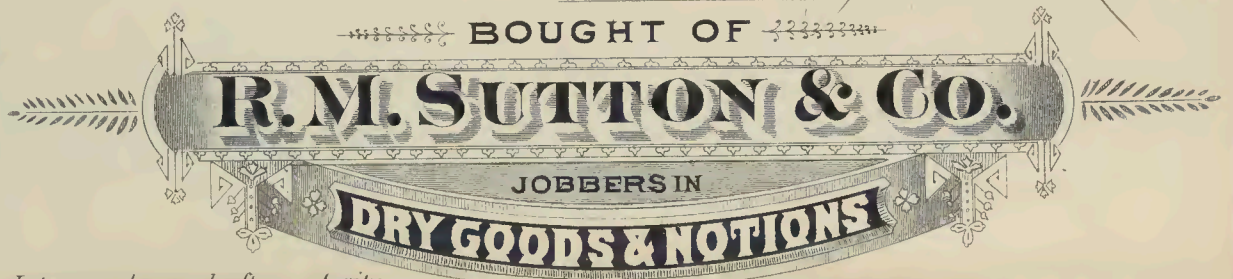
It is understood that this
class includes all debts for merchandise
sold and to be sold from the
store, and here as before, the amount
may, upon proof as herein before
mentioned within eight months
from the date hereof be come due

SEND ALL ORDERS DIRECT TO THE FIRM.

SETTLEMENTS MUST BE MADE WITH THE HOUSE.
Errors must be reported at once Claims not allowed after goods are cut

Sales Book _____ Folio _____
Salesman _____

Baltimore, 189
Mrs. J. G. Barrett & Co. Continued



Interest charged after maturity

TERMS: _____ % for Cash
_____ % " 30 days

33 & 35 HOPKINS PLACE.

Always send date of invoice when remitting

				Forward	787 60
1	Box Lawn			52 10	546
1	Box			54 9	486
1	Box			52 6	321
1	Box			55 7 1/2	413
2	Eclipse Lining			20 7 1/2	150
3	Manh. Quilt			3 55	165
6	Tweedon			3 75	225
3	Ivory			3 115	345
3	Lap Rotor			3 40	270
6				3 75	225
6				3 65	195
6				6 40	240
6				6 35	210
				Cooperage & Drayage	275
					828 26

Not in bill

Protest charge

Ce

1896
May 27 By order -

D.G.

5496
525
6021
1513 87

Interest from Aug 10th/96

1513 87
344
1510 43

R. M. Linton Hes

10

S & Bonnie Hales

Exhibit M.

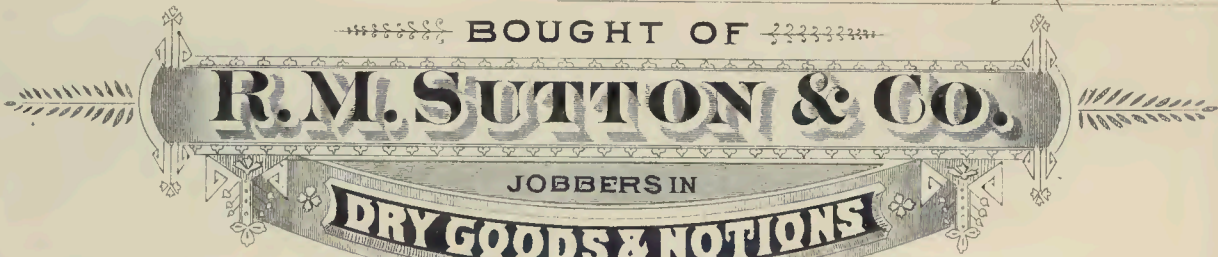
Filed April 7th 1897

SEND ALL ORDERS DIRECT TO THE FIRM.

SETTLEMENTS MUST BE MADE WITH THE HOUSE.
Errors must be reported at once Claims not allowed after goods are cut

Sales Book _____ Folio _____
Salesman _____

Baltimore, 189
W. S. G. Barrett
Auditor



Interest charged after maturity.

TERMS: _____ % for Cash
_____ % " 30 days

33 & 35 HOPKINS PLACE.

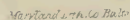
Maryland L. & Co. Balto.
1896

Always send date of invoice when remitting

1	4 one cloth damask	1	225
2	" " " " fancy	2	140
1	Grade Jean	60	43
2	Eden Cherot	110	63
2	Col	127	52
5	44 Bro Sutton	270	4
5	Cambrie 64	243	5
1	Blue Flannel	38	20
1	Beaumont Cottonade	53	7
2	Perceable 4	45	15
1	NotB 4	55	10
1	Perma 4 for	37	22
1	Sutton Boy Triced	46	17
2	Fry Cassimere	82	82
4	Zip Furgham	166	6
5	Amor 4	208	5
5	Lode Shig Fruit	279	31
5	Amor " "	43	32
10	Crown Percale	166	6
12	S.S. 4	312	4
6	Simp. Percale Fruit	303	5
5	Venetian 4	240	42
5	Diamond 4	202	44
5	Wash Linen 4	249	4
1	Russet Lining 400	50	8
3	" " 100	145	5
2	Goffeta 4	86	92
1	Morse Skirting	48	12
1	Morie Russeline	20	7
1	Sullivan Mohair	34	10
4	Fry Duck	88	10
2	Cupre 4	59	92
1	Mull 4	40	8
3	Diamond "	118	7
forward			298.88

SETTLEMENTS MUST BE MADE WITH THE HOUSE.
Errors must be reported at once Claims not allowed after goods are cut

Sales Book _____ Folio _____
Salesman _____
Bought of _____
S. L. Danneberg & Co.
Baltimore, 189



R. M. SUTTON & Co.

JOBBERS IN

DRY GOODS & NOTIONS

Interest charged after maturity.

TERMS: _____ % for Cash
 _____ % " 30 days

33 & 35 HOPKINS PLACE.

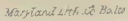
Always send date of invoice when remitting

	Amt	Forward	
✓ CB Duck	11 ⁰⁰	7 ⁵	881
✓ Duck Breeder	219	15	6285
✓ " Crapon	71	7 ⁵	533
✓ Satin Flucette	43	8 ⁵	366
✓ Velvet 940	51	8	408
✓ " 802	50	8	400
✓ " 8000	45	10	450
✓ " 512	58	8 ⁵	377
✓ Lawn XL	49 ⁵	7	348
✓ " 310	54	5 ⁵	297
✓ " 500	54	4	216
✓ " SP.	45	7 ⁵	338
✓ " NFB	44	7 ⁵	330
✓ Dainty 40	235	10	2353
✓ Gephyrs	72	15	1084
✓ Duboue Challee	174	3	522
✓ Grantham Sutures	49 ⁵	4	399
✓ Crapon	54	10	543
✓ Drop Dr Gmar	158	7 ⁵	1175
✓ Dainty	48	61	300
✓ SATTO	52	61	325
✓ Fch Loppett 974	99 ⁵	10	998
✓ Orgando 242	54	11 ⁵	627
✓ Linen Gephyr	28	15	420
✓ Cordelle Marguire	148	10	1483
✓ LB Crapon	49 ²	10	495
✓ Bengal Lawn	113 ⁵	6	682
✓ Scotch "	426	3 ⁵	1576
✓ Anor Mixture	47 ²	6 ⁵	309
✓ Dainty Emp	114	61	715
✓ Clavelon & Esmond's Ser	174	7 ⁵	1310
✓ How how Crapon & Drop Pelume	103	7 ⁵	777
	forward		4207

SETTLEMENTS MUST BE MADE WITH THE HOUSE.
Errors must be reported at once. Claims not allowed after goods are cut.

Sales Book _____ Folio _____
Salesman _____

Messrs J. G. & Co Baltimore, 189
Messrs J. G. & Co New York
Cont.



JOBBER'S IN

DRY GOODS & NOTIONS

TERMS: _____ % for Cash
 _____ % " 30 days

33 & 35 HOPKINS PLACE.

Always send date of invoice when remitting

Amst forward 542 07.

	QTY	PRICE	AMOUNT
8	Jaconet	35-1 1/10	35 15
1	Mohair Silk	54 25	13 56
1	" 736	46 32 1/2	15 03
1	" 430	37 40	14 90
1	Henretta 213	53 25	13 25
1	Horn Serge	46 14	8 74
1	77 Cashmere H. C.	49 14 1/2	9 61
1	Batiste	17 50	8 88
2	Lino	2 75	1 50
6	Charatray #1	219 7 1/2	16 45
2	India Linen	48 5 1/2	26 4
1	" "	44 9	2 16
1	" " 130	24 7 1/2	18 0
1	" " 190	24 16 1/2	3 96
2	" " 110	48 6 1/2	3 12
1	" " 180	24 15 1/2	3 24
1	" " 170	24 11 1/2	2 76
1	Cream Cashmere	6 55	2 10
1	Serge	13 40	5 30
3	Silk	15 35	5 25
6	" Plaid	30 37 1/2	11 25
2	40 in Twiss	59 10 1/2	6 25
1	" "	40 15	4 50
1	894 "	12 20	2 50
1	Linen Dress Goods	42 25	10 63
1	Gros Batiste	52 10	5 20
2	W.B. India Linen	98 4 1/2	4 66
1	40 in Twiss	55 6	3 33
1	" "	30 8	2 40
1	Apronette	52 7 1/2	3 90
1	Organdy 2000	36 16 1/2	5 94
1	" 1000	100 15	15 57

forward 787.60

The Commonwealth of Virginia,

To the *Sheriff* of the *County of Isle of Wight* Greeting:

WE COMMAND YOU, That of the goods and chattels of

S. G. Barrett

in your bailiwick, you cause to be made *Eleven Hundred & Twenty Six* Dollars
and *Ten* cents, which to *M. L. T. Davis & B. D. Thomas partners*

trading as M. L. T. Davis & Co.

late in our *Circuit* court for the *County of Isle of Wight*, were

adjudged for *their* damages, which *they* sustained by occasion of the non-performance of
certain promises and assumptions by the said *S. G. Barrett*

to the said *M. L. T. Davis & Co.*, lately made, with interest

to be computed after the rate of six per centum per annum, on \$ *1126⁰⁰* from the *28th* day of

September 189*6*, till payment; also, *Nine* dollars

and *Twenty Five* cents, which to the said *M. L. T. Davis & Co.*

in the same court were adjudged for *their* costs by *them* about *their* suit in that behalf

expended; whereof the said *S. G. Barrett*

is convict, as appears to us of record. And that you have the same

at the Rules to be holden in the clerk's office of our said *Circuit* court, on the *first* Monday

in *July* 189*7* next, to render to the said *M. L. T. Davis & Co.*

of the damages, interest and costs aforesaid. And have then there this writ.

WITNESS, *N. F. Young*, Clerk of our said *Circuit* court,

at the court-house, *27th* day of *April* 189*7*, and in the *121* year of

the Commonwealth.

N. F. Young Clerk.

Copy Teste N. F. Young clk

Cir. Ct. 192

E. B. No

p

M. L. J. Davis & Co.

vs.

FI. FA. IN CASE.

S. G. Barrett

J. C. Parker

p. q.

To hand

18

at o'clock M.

To

1st July
Circuit

Rules, 1894

Court.

Exhibit # 2
No effects May 4th 1894
Re. An Edwards shff

Virginia: In the Circuit Court of the County of Isle of Wights
the 26th day of April 1897.

M. L. J. Davis & B. D. Thomas partners
trading as M. L. J. Davis & Co.

Plaintiff

Against

J. G. Barrett

Defendant

Judgment in favor of the plaintiff against the defendant for the sum of Eleven Hundred
and Twenty Six dollars and Ten cents,
with interest thereon, to be computed after the rate of six per centum per annum, from the 28th day
of September, 1896,

till payment, and the costs. Plaintiff's costs \$ 91.25

An extract—Teste.

J. C. Parker

Plaintiff's Attorney.

A. J. Young

Clerk.

M. L. T. Davis & Co.

vs.

}

EXTRACT
JUDGMENT.

S. G. Barrett

J. C. Parker p. q.

Filed May 12 1897

Exhibit #1

State of Maryland

CITY OF BALTIMORE.

BE IT REMEMBERED, that on this 3rd day of April A. D. 1897,
before me, W. H. H. RALEIGH, a commissioner of the State of Virginia, residing
in the City of Baltimore, State of Maryland, duly commissioned by the Executive Authority and under the laws of
the State of Virginia, and authorized to administer oaths and affirmations, and to take the
acknowledgments of deeds and other instruments of writing to be used and recorded therein, personally appeared
Thomas M. Sutton, who being duly sworn by me according to law, on his oath
says that he is a partner in the firm of R. M. Sutton & Co.
and that the said firm is composed of R. M. Sutton, Thos. Todd, John P. Sutton, Everett K. Patterson,
Philip M. Tappan, Wm. P. Robinson and Wallace P. Whitmore; that the
annexed account is correctly made out from the books of original entry, kept by them; that the
said claim is just and true, as stated, and is unpaid; and that he, deponent, knows the justness of said claim; that no
part or parcel thereof has been received by them, or by any or either of them, or by any person
for them directly or indirectly, to the best of his knowledge and belief, nor has any security or satisfaction
been had for the same more than the credit stated and given on said account; that the full sum of \$1513.87
is now justly due and owing, with interest, from Aug 10th 1896 without any deduction or offset.
to said R. M. Sutton & Co. by S. G. Barrett

And at the same time appeared

law, on his oath says that he was a clerk in the employ of said

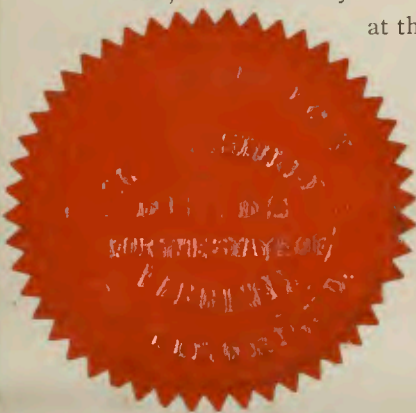
John W. Ernest, who being duly sworn by me according to
R. M. Sutton & Co.
at the time of goods, wares and merchandise charged in the annexed account were sold and delivered;
that the goods so charged were sold and delivered as charged, and at the prices charged in
said account, and that the prices charged were fair and reasonable when the goods were sold.

Sworn to and Subscribed before me this 3rd day of April A. D. 1897.
As Witness my hand and official seal at Baltimore aforesaid

W. H. H. Raleigh

A Commissioner for the State of

Virginia
N. W. Cor. Sharp and German Streets.



SEND ALL ORDERS DIRECT TO THE FIRM.

NOTION
DEPARTMENT.

SETTLEMENTS MUST BE MADE WITH THE HOUSE.
Errors must be reported at once. Claims not allowed after goods are cut.

Sales Book _____ Folio _____
Salesman _____

Baltimore, 189



Interest charged after maturity.

TERMS: _____ % for Cash
_____ % " 30 days

33 & 35 HOPKINS PLACE.

Maryland L. & Co. Bldg

Always send date of invoice when remitting	1/2 Lido Scf	1152 544 8	338
	5 Billaw Callon	225 225 225	6
	5 Belma	120	6
	5 Melrose	120	6
	1 Royal Cuff		2
	1 Star Span		125
	1 Riquel		2
	1 Alexandrin Old Glance		12
	1 Special		9
	1 Tund Tangle	74 302 140 75	225
320	1		2
	1		2
	1 Suspender	43 11 218 200 75 140	425
221	1		225
	1 Witz Cuff Halden		75
	1 Key Chain		40
	1 Thumbie		20
	1 Purser	462 419 783 627 427 45 140 342 200 225	688
Artic	1 Armband	35 65	1
17	1 Sturn or Camber		75
13	1		75
11	1 Dunny		2
	1 2/3 pc Binding		125
	2 pc Box	25	150
7/8	5 Mo Banno	45	225
no	1 WTB Casing		75
	2 Ark 15 Eyne	35	75
	1/2 M Smiths Nucle	100	50
	2 dy Over Shirts	215 411 900 900	3655
July 12	1 Mo Corat Sate		75
1	1 dy St. O. Currale		450
42	1/2 Cants	750	375
no	2 Bul Shirts	225	450
260	1	350	175
251	1/2	400	2
			51280



SEND ALL ORDERS DIRECT TO THE FIRM. **NOTION** DEPARTMENT. SETTLEMENTS MUST BE MADE WITH THE HOUSE. Errors must be reported at once. Claims not allowed after goods are cut.

Sales Book _____ Folio _____
Salesman _____
S Baltimore, 189

BOUGHT OF
R.M. SUTTON & CO.
JOBBER IN
DRY GOODS & NOTIONS

Interest charged after maturity.
TERMS: _____ % for Cash
_____ % " 30 days
33 & 35 HOPKINS PLACE.

Always send date of invoice when remitting			324 1310		
			125 75	2	
	1	1/2 R. Dubro	160 167		
	1	1/2 Bell Ho	85 85	1	70
37 37	1	1/2 Bell 1/2			38
101	3	1/2 Mio	75	3	75
	1	1/2 Cat Guro	40 145		
	1	1/2 P. O. Guro	45 75	1	20
	1	1/2 P. O. Guro	60 21		
	1	1/2 P. O. Guro	75 45	1	20
	1	1/2 R. M. M. M.	130 156		
	1	1/2 R. M. M. M.	125 200	3	25
	1	1/2 R. M. M. M.	225 275		
	1	1/2 R. M. M. M.	125 125	2	50
067 1/2			900	4	50
143 1/2			450	2	25
	1	1/2 M. M. M. M.	60 653		
	1	1/2 M. M. M. M.	35 75	1	10
788 1/2	1/2	1/2 P. O. Guro	900	4	50
	1/2	1/2 P. O. Guro	600	3	
	1/2	1/2 P. O. Guro	600	3	
888 1	1	1/2 M. M. M. M.		4	50
10 2	2	1/2 P. O. Guro	25	50	
9 3	3	1/2 P. O. Guro	18	54	
	1	1/2 Jap	45 610 40 335		
	1	1/2 Jap	125 125 75 75 35	4	35
	1	1/2 Jap	65	2	60
	1	1/2 Jap	35	30	
963 1	1	1/2 Jap		35	
	4	1/2 Jap	35	1	40
110 1	1	1/2 Jap		2	25
	1/2	1/2 Jap	400	2	
	1/2	1/2 Jap			00
60 46 1/2	1/2	1/2 Jap	225	1	13
122 1	1	1/2 Jap		2	
68 49 1/2	1/2	1/2 Jap	400	2	
	1	1/2 Jap		2	
410 1/2	1/2	1/2 Jap	150	3	5
324 1/2	1/2	1/2 Jap	200	1	
	1/2	1/2 Jap	75	3	8
	1/2	1/2 Jap	100	50	
	1	1/2 Jap		2	
				5	80 35

SEND ALL ORDERS DIRECT TO THE FIRM.

NOTION
DEPARTMENT.

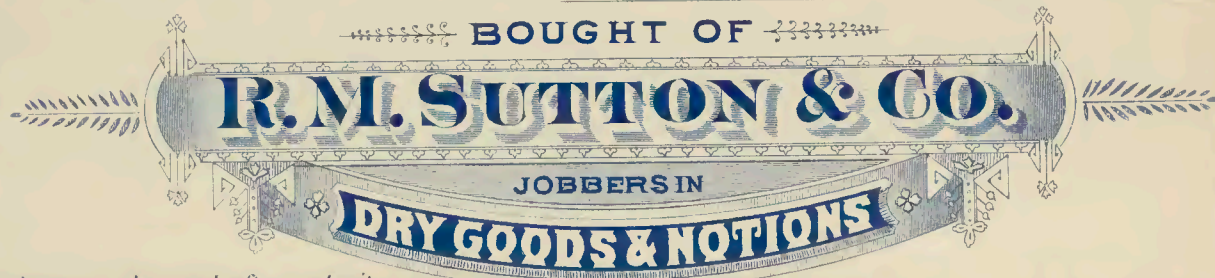
SETTLEMENTS MUST BE MADE WITH THE HOUSE.

Errors must be reported at once. Claims not allowed after goods are cut.

Sales Book _____ Folio _____

Salesman _____

Baltimore, 189



Interest charged after maturity

TERMS: _____ % for Cash
_____ % " 30 days

33 & 35 HOPKINS PLACE.

67396

Wentworth & Co. Balto

66	322	for Lane	100	3	
25	3		220	6	
55	3 1/3		100	5	
50	3		200	6	
25	3		120	375	
20	3		45	225	
60	1	Buys Pants		225	
70	1	do do		45	
10	1	do do		450	
20	3	do do		131	
20	2	do do		210	
129	30	Grass Emb.	18	540	
128	30	"	15	450	
132	30	"	20	6	
108	22	"	20	450	
109	22	"	20	563	
120	1/2	Prb Sets	225	113	
1	1	"		2	
1	1	Link. Cup Buttons		2	
		Postage		12	
		Net. Amt		74189	
				49	74238