

1933-004 Chancery Causes: John W. Van Camp, trustee vs Samuel F. Bagg, Martin Ship
Isle of Wight County Cleaner Company, Evaline Mac Kimmie & al

Folder 1
160

other surnames: Mc Kinney, Wrenn,
Converse, Van Brocklin, Spencer,
Smith, Kirkbride, Clow, Chinery, Nims,
Barnhart, Foster, Hyland, Rice, Cook,
Clark, Martin, Dutcher, Stevens, Pfister,
Bertrand, Schoolcraft, Mac Kimmey,
Follett, Swan, Kirkbridge, Clark
Brothers]

1 IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

2
3
4 : : : : : : : : : : : : : : : :
5 JOHN W. VAN CAMP, Trustee, :
6 Complainant. :

7 vs. :

IN EQUITY.

8 SAMUEL F. BRAGG, and others, :
9 Defendants. :
10 : : : : : : : : : : : : : : : :
11

12 The deposition of Walter H. MacKimmie, taken before
13 Robert H. Rush, a Notary Public for the City of Norfolk in the
14 State of Virginia, pursuant to the foregoing notice, at the of
15 office of Hugh W. Davis, 1102 National Bank of Commerce Build-
16 ing, Norfolk, Virginia, between the hours of 9:00 o'clock A.M.
17 and 6:00 o'clock P. M. of that day, to be read in a certain
18 chancery cause pending in the Circuit Court of the County of
19 Isle of Wight, Virginia, wherein John W. Van Camp, Trustee,
20 is plaintiff, and Samuel F. Bragg and others, are defendants.

21
22 PRESENT:

23 Edward L. Walbridge, Esq.,
Counsel for Defendant.

24 Hugh W. Davis, Esq.,
25 Counsel for Complainant.

26

1 WALTER H. MACKIMMIE, a witness for the defendant
2 being first duly sworn, testified as follows:

3 DIRECT EXAMINATION

4 By Mr. Walbridge:

5 Q. State your name, age, residence and occupation.

6 A. Walter H. MacKimmie, age 46, residence Richmond, Virginia,
7 occupation druggist.

8 Q. You are the Walther H. MacKimmie, named as one of the
9 defendants herein?

10 A. Yes, sir.

11 Q. Mr. MacKimmie, do you know the farm or premises in the
12 County of Isle of Wight, in this state, that is in issue in these
13 proceedings?

14 A. I do, sir.

15 Q. How long have you known that piece of property?

16 A. About eighteen years.

17 Q. Who is the owner of the piece of property, if you know?

18 A. Martin Ship Cleaner Company was the last.

19 Q. Do you know who the owner was prior to the Martin Ship
20 Cleaner Company?

21 A. Mrs. Evaline MacKimmie, my mother.

22 Q. Who is Mrs. Evaline MacKimmie?

23 A. My mother.

24 Q. And also one of the defendants herein?

25 A. Yes, sir.

26 Q. Mr. MacKimmie, have you paid taxes on that property?

1 A. I have, sir.

2 Q. Who paid the taxes on the property for 1909?

3 A. I did, sir, - no, Mr. J.C. Clark paid them, or C. J. Clark
4 of Smithfield, Virginia.

5 Q. On the back of this tax receipt, is what purports to be
6 an assignment from Clark to you?

7 A. Yes, sir.

8 Q. Were you present when that was done?

9 A. Yes, sir.

10 Q. Did you see it done by Mr. Clark?

11 A. Yes, sir.

12 Q. Is that his handwriting?

13 A. Yes, sir.

14 Q. And that is an assignment of his tax receipts over to
15 you?

16 A. Yes, sir.

17 Q. What did you pay him?

18 A. \$31.87.

19 Q. The amount stated therein?

20 A. Yes, sir.

21 MR. WALBRIDGE: Counsel for the defendant,
22 MacKimmie, offers in evidence the tax
23 receipt of C. J. Clark and the assignment
24 on the back of it to Walter H. MacKimmie;
25 also the receipt from A. S. Johnson.
26 for taxes in 1910, and 1911; also the tax

1 receipt for 1912, and also the tax receipt
2 for 1913, on the premises in question.

3 MR. DAVIS: Counsel for complainant
4 objects to the introduction in evidence of
5 sundry receipts offered by the defendant
6 on the ground that the same are immaterial
7 and irrelevant and on the further ground
8 that it has been alleged in the complaint
9 and admitted in the answer that all taxes
10 paid by persons named in the receipts in
11 question have been tendered by the complain-
12 ant to the defendant and refused by him.

13 Q. Mr. MacKimmie, when did you go into possession of the
14 premises or occupancy of the premises?

15 A. The first day of February.

16 Q. What year was it?

17 A. The first day of February, 1912.

18 Q. It was after the assignment of the tax receipts to you,
19 was it?

20 A. Yes, sir.

21 Q. How long did you remain there in possession or in occupan-
22 cy of the premises?

23 A. Two years, sir.

24 Q. How many acres are there in that piece?

25 A. 310.

26 Q. What is the nature of that farm?

1 A. About fifteen acres of cleared land, the balance in tim-
2 ber.

3 Q. Did you make any improvements on the farm while you were
4 there?

5 A. Yes, sir; - do you want me to specify what I did?

6 Q. Yes.

7 A. I fenced it all in - it was grown up in five year under-
8 growth; and I cleared off all of that; and the house was
9 uninhabitable, and I built out houses such as sheds, chicken
10 coops and barns and we plastered the house and put windows
11 in and put new roof on the kitchen - and patched up the main
12 roof.

13 Q. Do you know whether the complainant in this suit, and also
14 the Martin Ship Cleaner Company, had any knowledge of your
15 being in possession of the farm and making these improvements?

16 A. They did, sir.

17 Q. State how they knew that fact.

18 A. Well, while I was going on with the improvements, Mr.
19 Swan who represented the Van Camps came there and looked over
20 the improvements, and we went around over the place and around
21 the house - he came there and looked the place over. He said
22 he was glad I was there, and he gave me permission to stay
23 there, and he said if the place was ever sold, he would give
24 me three months notice.

25 Q. What did you say - - who was this man?

26 A. Mr. Swan.

1 Q. Who was Mr. Swan?

2 A. He is the attorney for Mr. Van Camp.

3 Q. What connection did he have with the Martin Ship Cleaner
4 Company? - that is, Mr. Swan?

5 A. None, unless from the fact that he is an attorney and he
6 represented them.

7 Q. He was attorney for both parties?

8 A. That's what he came there and told me.

9 Q. How soon did he come there after you took possession?

10 A. If I remember right, three or four weeks, after.

11 Q. Do you know how much money you have expended on the
12 place, Mr. MacKimmie?

13 A. Well, as near as I can get at it - of course I couldn't
14 get all of my bills, but I have expended \$451.03. There were
15 other little items that I can't now account for.

16 Q. Can you state what that was expended for?

17 A. It was spent for repairs and building fences.

18 Q. Have you any record of that Mr. MacKimmie?

19 A. Yes, sir; I have a record of everything I expended.

20 Q. Just run that off quickly - what you have expended, the
21 court wants to know.

22 A. Well, for lumber and carpenters and teams.

23 Q. Give the amount - give dates and amounts as near as you
24 can.

25 MR. DAVIES: Unless some foundation is laid -
26 unless that is a record of past recollection,

1 I shall have to object to his using it.

2 Q. Did you keep a book or record?

3 A. Yes, sir.

4 Q. Have you got that?

5 A. No, sir; in moving, I misplaced it, but I have bills to
6 show for what I have expended, except for labor.

7 Q. At the time this account was drawn off, state whether or
8 not, this copy contained practically all of what you had?

9 A. Yes.

10 Q. What have you done with that book of yours?

11 A. It has been misplaced in moving.

12 Q. Have you searched for it?

13 A. I have searched for it, but I can't run across it. My
14 books are distributed, some in one place, some in another.

15 Q. You had it at the time this paper was drawn?

16 A. Yes, sir.

17 Q. If that will refresh your memory, state it.

18 A. I paid for lumber and improvements.

19 Q. Give the amounts and dates as near as you can, say what
20 it is for and the amount.

21 A. In February, when I first went there, I bought lumber, and
22 had a man to fix the porch, and that cost \$12.00. That was for
23 the lumber, and the carpenter's work on it was \$7.50. For
24 shingling up the roof, I paid, \$2.50, and with that the carpen-
25 ter's work for same, \$1.50; and for tarring the roof over the
26 kitchen, and other buildings, \$15.00. Carpenter work on

1 laying that, \$4.50. For plastering the four rooms and the
2 material, cost me \$18.25; the lumber for ceiling the kitchen,
3 \$4.50, and for hardware, such as nails, tin, etc., \$13.03;
4 for carpenter for putting the ceiling up, \$2.50. For blocking
5 up the house, \$5.50. For twenty-four windows in the house,
6 and labor, \$24.00. For material and labor on chicken coop,
7 \$12.00; for material and labor on shed, \$9.00. For material
8 and labor on barn, \$20.50. For wire fence, and fencing
9 fifteen acres, such as posts, etc., \$100.50. For labor, grub-
10 bing and cleaning up, \$36.00. For team for hauling material,
11 lumber, posts and so forth, \$14.00. Alabastine for walls,
12 \$1.50.

13 Q. Now for your own personal work and labor on that farm
14 Mr. MacKinnie.

15 A. I was two years there, and I put that down at about what
16 my wages would be. I put it \$700.00.

17 Q. What did you do?

18 A. I superintended the work, and worked myself all the time
19 in cleaning up, and little odd jobs, and helping the carpenters
20 and so forth.

21 Q. Have you any of the paid bills at all?

22 A. Yes, sir; I have some of them here, and some of them
23 are misplaced, like I did my book, - for wire fencing, I
24 have two of them, and here is some for hardware and so forth,
25 and this is some of the freight bills, and here is the bill
26 for the alabastine, and that is for the plaster that I got

1 for the walls.

2 Q. Are these papers purporting to be bills for materials
3 furnished there - do they constitute all?

4 A. It is all I have on that list. I have paid others, but
5 I can't find them - that is all I can find there.

6 MR. WALBRIDGE: These bills are offered
7 here in evidence to be marked Exhibits
8 "#5 to "#17".

9 MR. DAVIS: I object to the introduction
10 of those bills in evidence and move to
11 strike out the testimony of the defendant
12 with respect to claim for advance in
13 labor on the ground that the same is
14 immaterial and irrelevant.

15 Q. Has any part of this money expended by you for labor
16 and material furnished, ever been paid by the parties?

17 A. No, sir.

18 CROSS EXAMINATION

19 By Mr. Davis:

20 Q. Mr. MacKimmie, I understand from you that three or four
21 weeks after you moved on these premises you were called on
22 by Mr. Swan, the representative of the plaintiffs Van Camp
23 and the Martin Ship Cleaner Company?

24 A. Yes, sir.

25 Q. Had you gone on these premises at the request of the
26 plaintiff, Van Camp, or the Martin Ship Cleaner Company?

1 A. No, sir.

2 Q. In fact, it was property which your family had owned
3 prior to the time the Martin Ship Cleaner Company were possess-
4 ed of it?

5 A. Yes, sir.

6 Q. When Mr. Swan came there, and called on you, had these
7 improvements and this work and labor which you are claiming
8 to have done for his account, been put on the property?

9 A. Some had, but not all, because I was working on the house
10 plastering the house at the time he was there, and I took
11 him around and showed him everything, and we walked around
12 the place.

13 Q. You had never communicated up to that time with any
14 representative of the plaintiff, Van Camp?

15 A. No, sir.

16 Q. A portion of this work was completed at that time?

17 A. I should judge - -

18 Q. You have referred to each item - which were the com-
19 pleted items at that time?

20 A. I think the roof of the house and the porch.

21 Q. The porch?

22 A. Yes, sir.

23 Q. That was \$12.00?

24 A. Yes, sir.

25 Q. The roof of the house was \$2.50?

26 A. Yes, sir.

1 Q. What else was there?

2 A. The roof of the kitchen was fixed with tar paper.

3 Q. That is \$15.00?

4 A. Yes. The fence put up.

5 Q. That was \$121.50?

6 A. Yes. I have changed that - this last statement here -
7 I have found out it was a little bit high on it, and I
8 figured the wages a little closer than I did, and I found
9 it was \$100.50.

10 Q. And you plastered the house?

11 A. Yes, and I had two men working on it at the time when
12 you were there.

13 Q. How about these twenty-four windows?

14 A. I had those in.

15 Q. They were there?

16 A. Yes, sir; there were no windows in the house when I
17 went there.

18 Q. I suppose you had done most of the work on the chicken
19 coop?

20 A. Yes, the chicken coop and also the shed, but the barn
21 was not up.

22 Q. Most of this material you had bought from Norfolk, I
23 suppose you had bought it before he came down there?

24 A. Yes, sir.

25 Q. And you cleaned up fifteen acres - did you do that before
26 he came?

1 A. No, sir; not all but part of it. It was no more than
2 five years growth of young vines. They were not very thick.

3 Q. And you entered into some sort of an agreement with
4 him?

5 A. Yes, sir.

6 Q. Have you got that agreement?

7 A. No, sir; I misplaced that some place. Mr. Swan wrote
8 the agreement in that room at the time he was there.

9 Q. And you signed it and delivered it to him?

10 A. Yes.

11 Q. Read that, and see if that is a copy of it (handing
12 paper to witness).

13 A. It does not seem to me that this is all of it - it seems
14 to me that there was more of it - there was more than that.
15 It was a longer agreement than that. It was simply an agree-
16 ment so that I could stay on the place through him and look
17 after it. It took up two thirds of a page when written with
18 a pen, and I couldn't swear that that is it; it had some things
19 in it like that, but I can't swear that that is it, though.

20 Q. Now, then this item of \$700.00 for your personal service,
21 was for services done by you after Mr. Swan came down there
22 and called on you?

23 A. Yes, about two years.

24 Q. And while you were occupying the premises under an
25 agreement by which he permitted you to live there?

26 A. Yes, sir.

1 Q. Did you pay rent for the premises?

2 A. No, I didn't use the land.

3 Q. Did your family live there?

4 A. Yes, sir.

5 Q. Was any of it worked, or was any work done by you after
6 Mr. Swan left - at his particular request - did he direct
7 you you to do any particular thing?

8 A. No particular thing because he said they didn't know
9 what they should do. He said he was going then on a visit
10 to his sister in North Carolina, and stopped over to see
11 how things were.

12 Q. You executed an agreement to keep the premises as a tenant
13 of the Martin Ship Cleaner Company?

14 A. Yes, sir.

15 Q. And the substance of your understanding with Mr. Swan
16 was that you were to be charged no rent and that you would
17 look after the property?

18 MR. WALBRIDGE: I object - the agreement
19 is the best evidence of its terms, and
20 the witness has stated that he does not
21 know whether the typewritten copy is a
22 true copy of the agreement or not, and
23 the original agreement must be offered
24 in evidence, if in existence.

25 MR. DAVIS: The original agreement has been
26 offered in evidence and that is filed

1 with the deposition of Mr. Swan, the
2 person referred to.

3 NOTE: The last question read to the
4 witness.

5 A. I think so.

6 Q. Now, Mr. MacKimmie, did you at any time before the
7 institution of this suit, make any demand on the Martin Ship
8 Cleaner Company, or on Mr. Swan, a representative of the
9 people you mentioned, or on any person under this agreement,
10 including Mr. Van Camp to pay you any money on account of
11 this claim you have made here?

12 A. No, sir.

13 Q. You never did?

14 A. No, sir.

15 Q. When Mr. Swan was down there, and you had that conversa-
16 tion with him in your dining room, at the house there, did
17 you make any demand on him to reimburse you for the bills
18 which you had made or for the work which you had done at that
19 time?

20 A. No, sir.

21 Q. You did not?

22 A. No.

23 Q. Did you tell him at that time, or did you ever tell any
24 representative of the Martin Ship Cleaner Company that you
25 were going to charge or intended making a charge against them
26 for \$700.00 for superintendence on this place?

1 A. No, sir; because I didn't know how long I would be there.

2 Q. Did you have any positive agreement with them to stay
3 there any longer than you wanted to at all?

4 A. No, sir.

5 Q. You were perfectly free to get out when you wanted to?

6 A. Yes.

7 Q. They had no agreement with you to pay you any per diem,
8 or anything by the month, or anything like that?

9 A. No, sir.

10 Q. Did you farm this place while you were there at all -
11 any part of it?

12 A. No, sir; we just raised a little garden.

13 Q. Enough to supply the needs of yourself and your family?

14 A. Partly so.

15 Q. Did you keep any stock at all?

16 A. No, I had no stock.

17 Q. What was the purpose of this fencing?

18 A. It was my intention to farm it, but I didn't have enough
19 money to buy farming implements for this.

20 Q. When you fenced it in, you intended farming it?

21 A. Yes, sir.

22 Q. And afterwards decided not to do it?

23 A. I was not able to do so.

24 RE-DIRECT EXAMINATION

25 By Mr. Walbridge:

26 Q. Where does Van Camp, the Trustee, and the Martin Ship

1 Cleaner Company reside, if you know?

2 MR. DAVIS: I object to that question
3 on the ground that it has been alleged
4 and admitted in the pleadings that the
5 residence of each has been alleged and
6 admitted in the pleadings.

7 A. I don't know, sir; where they are - I don't remember -
8 I did know, but I don't now.

9 Q. Do you know whether they were residents of the State
10 of Virginia?

11 A. No, sir; they were not.

12 Q. What reasons do you give for not making demand upon these
13 parties for the work and labor which you made on the place?

14 MR. DAVIS: I object to the question
15 on the ground that the witness has already
16 answered it substantially in stating
17 that he had made no demand when the
18 representative of the plaintiff was with
19 him at the time.

20 A. Because I intended to take up the next two year's taxes
21 and apply for a state deed. #

22 Q. Did you know where they lived or where you could get in
23 touch with them?

24 MR. DAVIS: I object to the question as
25 an effort to lead the witness.

26 A. I don't think so, but I can't say so positively, whether

1 I did or not. I don't know whether Mr. Swan left his address
2 on the bottom of this agreement or not. If he did, I know;
3 if he didn't, I don't know.

4 Q. It is true, as a matter of fact, that you never knew
5 where their residences were?

6 MR. DAVIS: That is objected to also, as
7 an effort to lead the witness.

8 A. No, sir; I never did know, unless I had Mr. Swan's address.

9 Q. Then you couldn't make demand on them if you didn't know
10 where they were?

11 A. No, sir; Mr. Swan was the only one that I could have
12 known his address.

13 Q. Did you see Mr. Swan again after you saw him the first
14 time on the place?

15 A. No, sir.

16 Q. At that time, when you were showing the improvements
17 to Mr. Swan, what did he say, if anything, as to what you had
18 done by way of improvement and expenditures?

19 A. Nothing more than that he was glad I was there - glad I
20 was improving the place.

21 Q. What else?

22 A. He told me to stay on there.

23 Q. What about further improvements if any?

24 A. He said, nothing, sir; about further improvements. I
25 showed him the work I was doing and he said, that was nice
26 and that he was glad of it, and that it certainly needed it.

RE-CROSS EXAMINATION

By Mr. Davis:

Q. You stated, Mr. MacKimmie, that both before and after the visit of Mr. Swan, you were unable to locate the defendants, Martin Ship Cleaner Company or the plaintiff, Van Camp. What efforts, if any, did you make to locate either of them?

A. I have asked for their address from different ones - from bond holders.

Q. Who was that?

A. My mother. I've asked her what their address was, and I wanted to write to them.

Q. Was that before Mr. Swan came to see you or afterwards?

A. That was after - I am not positive, but I think it was.

Q. Did you ever inquire at the Clerk's office of Isle of Wight County, or examine the records of Isle of Wight County as to the address of the local representative of the Martin Ship Cleaner Company?

A. Not for that purpose, no, sir.

Q. Did you ever inquire at the Clerk's office or examine the records in that Clerk's office with respect to the address of Mr. Van Camp?

A. No, sir.

Q. Then you never addressed any written communications to either one of them?

A. No, sir.

Q. Nor to their reputed address as told you?

1 A. No, sir.

2 Q. You knew that the Martin Ship Cleaner Company was a cor-
3 poration having its office in New York, didn't you?

4 A. At one time.

5 Q. Did you ever write to them at that office?

6 A. No, sir.

7 Q. Nor make inquiry as to what place they had removed them-
8 selves?

9 A. No, sir.

10 Q. Then as a matter of fact, to be perfectly frank, you
11 didn't make any efforts to find out anything about either one
12 of them?

13 A. Yes, sir. I was told - -

14 MR. WALBRIDGE: Wait a minute. I object.
15 (Witness) I was told the firm was broken or busted up; I
16 was also told at the court house that they had not paid taxes
17 and they didn't know anything about them except that it was
18 a defunct company. The information I had from a bond holder
19 was - -

20 Q. Was your mother - the bond holder?

21 A. Yes.

22 Q. You thereupon moved upon the property?

23 A. Yes.

24 Q. And you made certain improvements upon it?

25 A. Yes, sir.

26 Q. Then Mr. Swan came there?

1 A. Yes.

2 Q. You showed him what you had done?

3 A. Yes, sir.

4 Q. And you didn't make any demand on him to pay you for
5 what you had done?

6 A. No.

7 Q. You stayed on there for some little time?

8 A. Yes.

9 Q. You lived there and didn't pay any rent, did you?

10 A. No.

11 Q. And that is the whole story, is it not?

12 A. I guess it is.

13 Examined by Mr. Walbridge:

14 Q. Were you given sixty days notice to get off the property?

15 A. No, sir.

16 Q. At the time this suit was instituted, had you begun a
17 suit to get a deed from the clerk for the taxes you had paid?

18 A. Yes, and he refused to give me a deed.

19 Q. Why did he refuse - you said he refused - why did he
20 refuse - it was because of these proceedings, was it not?

21 MR. DAVIS: I object.

22 A. Yes.

23 And further this deponent saith not.

24

25

26

.....

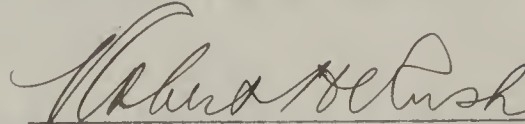
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STATE OF VIRGINIA

CITY OF NORFOLK, to-wit:-

I, Robert H. Rush, a Notary Public for the City
of Norfolk, State of Virginia, do hereby certify that the
foregoing deposition of Walter H. MacKimmie, was duly taken
and sworn to before me at the time and place and for the
purpose in the caption mentioned. I further certify that
the signature of the witness was waived.

Given under my hand this 6th day of April, 1915.



Notary Public.

*See of
A. Posteno \$800*

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

John W. Van Camp, Trustee, |

vs. |

In Equity. |

Samuel F. Bragg, and others.

TO JOHN W. VAN CAMP, TRUSTEE,

HUGH W. DAVIS, ATTORNEY:

TAKE NOTICE, that Evaline MacKimmie and Walter H. MacKimmie, two of the defendants in the above entitled cause, shall, on the 6th. day of April, 1915, before Robert H. Rush, a Notary Public, at the office of Hugh W. Davis, #1102 National Bank of Commerce Building, Norfolk, Virginia, between the hours of 9:00 A.M. and 6:00 P.M. on that day, proceed to take the depositions of Walter H. MacKimmie, and others, to be read in a certain chancery cause depending in the Circuit Court of the County of Isle of Wight, Virginia, wherein you are plaintiff, and we, with others, are defendants, and if from any cause, the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded on that day, the taking of the same will be continued from day to day, or from time to time, at the same place, and between the same hours, until the same shall be completed.

Given under my hand, this the 13th. day of March,
in the year 1915.

Walter H. MacKimmie
Edward S. Walbridge p.d.

I, Hugh W. Davis, Solicitor for the Complainant in the above named cause, hereby accept service upon me of a copy of the foregoing notice to take depositions on behalf of Walter H. MacKimmie, one of the defendants — the said Complainant being a non-resident of the State of Virginia.

Hugh W. Davis

STENOGRAPHER'S MINUTES.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, Trustee,
Complainant,

vs.

SAMUEL F. BRAGG, and others,
Defendants.

Before

Robert H. Rush, Esq.,
Notary Public.

IN EQUITY.

Norfolk, Virginia, April 6th, 1915.

INDEX.

WITNESSES.	DIRECT.	CROSS.	RE-DIRECT.	RE-CROSS.
Walter H. MacKimmie,	2	9	15	18

Van Cough
W
MacKinnon et al
Defendants
of W MacKinnon

STENOGRAPHER'S TRANSCRIPT.

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

May 15 1915

Deed

Teste, W Johnson Clerk.

STATE OF NEW YORK)

County of Jefferson }

ss.

I, PERLEY A. PITCHER, Clerk of the County of Jefferson and Clerk of the Supreme and County Courts, which are Courts of Record in and for said County, do hereby certify:

That Lucy E. Grimmer whose name is subscribed to the certificate of proof or acknowledgement of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgement a NOTARY PUBLIC in and for said County residing in said County, duly authorized to take the same; that I am well acquainted with the handwriting of said NOTARY PUBLIC and verily believe that the signature to said certificate of proof or acknowledgement is genuine; and that said instrument is executed and acknowledged according to the laws of said state.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of said County and Courts thereof, at Watertown, N. Y., this 25 day of January 1915

PA Pitcher Clerk.

By

Deputy Clerk



15

STATE OF NEW YORK
COUNTY OF JEFFERSON.

I, Lucy E. Zimmer, a Notary Public, for the County of Jefferson in the State of New York, do hereby certify that the foregoing depositions were duly taken, reduced to writing, and signed by the witness respectively before me at the place and time therein mentioned, pursuant to the annexed notice.

In witness whereof, I have hereunto set my hand and official seal at City of Watertown aforesaid, this 25th day of January, 1915.

Lucy E. Zimmer
Notary Public and
Commissioner

Commissioner's fees
herein \$60.00.

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Van Camp &
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VIRGINIA, CLERK'S OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

Jan'y 30th 1915

Filed

Teste,

Applm

Clerk.

JOHN W. VAN CAMP, remaining trustee under a mortgage or deed of trust of the Martin Ship Cleaner Company, to John W. Van Camp, and Samuel F. Bagg, Trustees, dated May 15th, 1906,
Plaintiff

-versus-

IN EQUITY.

SAMUEL F. BAGG, The Martin Ship Cleaner Company, a corporation, Evaline MacKimmie, E. D. Van Brocklin, James W. Spencer, J. A. Dutcher, R. K. Stevens, Fred B. Smith, James B. Kirkbride, Byron H. Clow, Josie M. Chinery, Wm. A. Nims, A. Bertrand, Samuel L. Barnhart, Silas W. Foster, F. E. Schoolcraft, Wm. Hyland, W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark, C. H. Pfister, Frank H. Follett, Mary E. Martin and all others holding bonds secured by said mortgage herein designated as "Parties Unknown", C. J. Clark and W. H. MacKimmie,
Defendants.

" 2

Depositions of John W. VanCamp and Mason M. Swan, witnesses, taken before me, Lucy E. Zimmer, a Notary Public in and for the County of Jefferson, State of New York, on the 20th day of May, 1914 between the hours of 9 A. M. and 6 P.M. at 34 Savings Bank Bldg., in the City of Watertown, Jefferson County, New York, pursuant to notice to the defendants who have appeared, a copy of which notice is hereto attached, to be read in evidence in a suit or action in which John W. Van Camp, remaining trustee under a mortgage or deed of trust of the Martin Ship Cleaner Company, to John W. VanCamp, and Samuel F. Bagg, Trustees dated May 15, 1906, is plaintiff; and Samuel F. Bagg, the Martin Ship Cleaner Company, a corporation, Evaline MacKimmie, E. D. Van Brocklin, James W. Spencer, J. A. Dutcher, R. K. Stevens, Fred B. Smith, James B. Kirkbride, Byron H. Clow, Josie M. Chinery, Wm. A. Nims, A. Bertrand, Samuel L. Barnhart, Silas W. Foster, F. E. Schoolcraft, Wm. Hyland, W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark, C. H. Pfister, Frank H. Follett, Mary E. Martin and all others holding bonds secured by said mortgage herein designated as "Parties Unknown", C. J. Clark and W. H. MacKimmie, are defendants, pending in the Circuit Court of

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" 4

the County of Isle of Wight, in the State of Virginia.

Present: Field & Swan, counsel for the plaintiff;
there was no appearance by any of the defendants in person
or by attorney.

At the request of counsel for the plaintiff, the
taking of these depositions continued and adjourned until
the 13th day of July, 1914 at 10 o'clock in the fore-noon
at the same place.

Lucy E. Zimmer
Notary Public, and Commissioner
herein.

Met pursuant to adjournment at 34 Savings Bank Bldg.,
Watertown, N.Y., on the 13th day of July, 1914 at 10 o'clock
in the fore-noon.

" 5

Present: Field & Swan, counsel for the plaintiff;
none of the defendants in person or by attorney.

At the request of counsel for the plaintiff, the
taking of these depositions continued and adjourned until
the 14th day of October, 1914 at 10 o'clock A. M. at the
same place.

Lucy E. Zimmer
Notary Public, and Commissioner herein.

Met pursuant to adjournment at 34 Savings Bank Bldg.,
Watertown, N.Y., on the 14th day of October, 1914 at 10
o'clock A. M.

" 6

Present: Field & Swan, counsel for the plaintiff;
none of the defendants in person or by attorney.

At the request of counsel for the plaintiff, the
taking of these depositions continued and adjourned until
the 17th day of December, 1914 at 10 o'clock A. M. at the
same place.

Lucy E. Zimmer
Notary Public, and Commissioner herein.

" 7

Met pursuant to adjournment at 34 Savings Bank Bldg., Watertown, N.Y., on the 17th day of December, 1914 at 10 o'clock A. M.

Present: Field & Swan, counsel for the plaintiff; none of the defendants in person or by attorney.

At the request of counsel for the plaintiff, the taking of these depositions continued and adjourned until the 25th day of January, 1915 at 10 o'clock A. M. at the same place.

Lucy E. Zimmer
Notary Public and Commissioner herein.

" 8

Met pursuant to adjournment at 34 Savings Bank Bldg., Watertown, N.Y., on the 25th day of January, 1915 at 10 o'clock A. M.

Present: Field & Swan, counsel for the plaintiff; none of the defendants in person or by attorney.

Lucy E. Zimmer
Notary Public and Commissioner herein.

JOHN W. VAN CAMP, a witness being first duly sworn, deposeth and saith in answer to interrogatories as follows:

Question 1. By Plaintiff's counsel: State your name, age, residence and whether you are the plaintiff in the above entitled action.

Answer. My name is John W. Van Camp. My age is 55 years and at all the times mentioned in the bill in said action I was and still am a citizen and resident of the City of Watertown, Jefferson County, New York, and I am, as such trustee, the plaintiff in said action.

Question 2. By plaintiff's Counsel: State as to the incorporation, officers and business of the Martin Ship

L.E.Z.⁹
Notary Public
& Commissioner.

" 10

Cleaner Company, one of the defendants herein.

*L. G. J. Public
Notary
+ Comm.*

Answer: The defendant Martin Ship Cleaner Company ^{been} now is and has ever since about the year 1906 a corporation duly organized and incorporated under and by virtue of the Business Corporation Law of the State of New York; that it was so organized for the purpose of manufacturing and selling a device patented by Mr. William Martin of Watertown, New York, for the cleaning of the hulls of ships; that said company never manufactured or sold said device or did any business in a manufacturing way except incidental to its efforts to finance its business; that until about the year 1909 or 1910 it maintained an office at various places in the City of New York; that the last office address in said city was either at 92 Fulton Street or at the

" 11

Hudson Terminal Bldg., 30 Church St., in said city; that since said last mentioned dates said corporation has not maintained any office and has not done any business of any nature to the best knowledge and belief of witness; that it never owned or operated a factory or plant or had any of said devices made except models; that in or about the year 1909 or 1910 said corporation became insolvent and ceased entirely to do any business; that said William Martin was the president of said corporation and he died about the year 1909 and no one was ever elected to succeed him to the best knowledge and belief of witness; that one Frank H.

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Follett was for some time prior to 1909 or 1910 Secretary and Treasurer of said corporation and conducted its business affairs; that said Follett had theretofore personally guaranteed the payment of a large number of the bonds issued under and pursuant to the mortgage or deed of trust herein; that sometime during the year 1909 or 1910 said Follett disappeared and said office of the corporation was abandoned and the whereabouts of said Follett have ever since been and now are unknown to deponent; that witness was one of the stockholders of said

" 13

corporation since about the time of its incorporation as above stated; that since about the year 1909 or 1910 there has been no meeting of said stockholders and no action taken to dissolve said corporation or to do any further business and it has not had since said time to the best knowledge and belief of this witness, any property of value except that mentioned in the bill herein; that the land mentioned in the bill herein was purchased by said corporation for the purpose of erecting a factory for manufacturing said cleaner; that a large number of stock and bond holders of said corporation live in and about said City of Watertown, New York .

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Question 3. By plaintiff's counsel : State the facts in regard to the trustees mentioned in said mortgage or deed of trust.

Answer: Samuel F. Bagg and myself were the original trustees named in said mortgage or deed of trust and in the bonds issued thereunder and said trustees accepted said trust at or about the time of their appointment and witness has ever since continued to act as such trustee; that in about the year 1908 said Samuel F. Bagg, the other trustee therein named, resigned as such trustee and no one has ever been appointed or selected to fill said vacancy to the best knowledge and belief of this witness.

*L. E. G. 2
Notary Public
+ Coffin*

Question 4. By plaintiff's counsel: State concerning the books of said corporation.

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Answer: The books of said corporation were at its office in New York City until about the time said office or offices were closed and abandoned as set forth in my previous answers and witness does not know what became of the same thereafter; that witness believes that said books and all of them were thereupon lost or destroyed; that he does not believe that said books, or any of them, are now in the possession of any of the stock or bond holders or

" 16

any person interested in said corporation in or about the City of Watertown, New York, and witness does not know or has never known there whereabouts since about the year 1909 or 1910 as above stated.

Question 5. By plaintiff's counsel. State in reference to the issuance of the bonds under and pursuant to said mortgage or deed of trust, and the purchasers or holders thereof.

Answer: On or about the 15th day of May, 1906 said corporation for the purpose of securing the payment of its debts and obligations theretofore contracted, and for the purpose of manufacturing and exploiting a device for cleaning large ships, duly determined and resolved to and it did issue its bonds, according to the statutes of said State of New York, in such cases made and provided, in denominations of five hundred (\$500.00) dollars with interest coupons there attached, said entire issue not to exceed the sum of \$100,000.00 .

Question 6. By plaintiff's counsel: State in reference to the sale and ownership of said bonds.

Answer: That said bonds to the par value of \$40,000.00 to \$50,000.00 were duly executed by said company and by its trustees and were duly sold and delivered by said company to certain of the defendants herein named; that witness, as such trustee, kept a list or register of the original purchasers and holders of said bonds and all the defendants were and are such holders and owners of said bonds to the best knowledge and belief of witness except the defendants Samuel F. Bagg, Martin Ship Cleaner Company, G. J. Clark and W. H. MacKimmie.

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Y. E. Z.
Notary Public
& Commissioner

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Question 7. By Plaintiff's counsel: State more in particular the number of the bonds and the amount due thereon to each of said defendants:

" 20

Answer: To the best of my knowledge and belief defendant Evaline MacKimmie is the owner of bonds numbered from 1 to 30 inclusive upon which there is due to her the sum of \$15,000.00 and interest thereon from Jan. 1, 1909; that the defendant E. D. VanBrocklin is the owner of Bonds Nos. 31 and _____ upon which there is due him the sum of \$1000.00 and interest thereon from Jan. 1, 1909; that the defendant James W. Spencer is the owner of bond No. 32 upon which there is due him the sum of \$500.00 and interest thereon from Jan. 1, 1909; that the defendant J. A. Dutcher is the owner of bond No. 33 upon which there is due him the sum of \$500.00 and interest thereon from Jan. 1, 1909; that the defendant R. K. Stevens is the owner of bonds Nos. 34 and 35 upon which there is due to him the sum of \$1000.00 and interest thereon from Jan. 1, 1909; that the defendant Fred B. Smith is the owner of bonds Nos. 36 and 37, 66 and 67 upon which there is due him the sum of \$2000.00 and interest thereon from Jan. 1, 1909; that the defendant James B. Kirkbride is the owner of bond No. 38 upon which there is due him the sum of \$500.00) ~~and~~ and interest thereon from Jan. 1, 1909; that the defendant Byron H. Clow is the owner of bonds Nos. 39 and 40 upon which there is due him the sum of \$1000.00 and interest thereon from Jan. 1, 1909; that the defendant Josie M. Chinery is the owner of bond No. 41 upon which there is due the sum of \$500.00 with interest thereon from Jan. 1, 1909; that the defendant William A. Nims is the owner of bond No. 42 upon which there is due him the sum of \$500.00 with interest thereon from Jan. 1, 1909; that the defendant A. Bertrand is the owner of bond No. 43 upon which there is due him the sum of \$500.00 with interest thereon from

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Jan. 1, 1909; that the defendant Samuel L. Barnhart is the owner of bonds Nos. 45 and 46 and also the owner of 12 other bonds whose numbers are unknown to deponent, upon which there is due him the sum of \$7000.00 and interest thereon from Jan. 1, 1909; that the defendant Silas W. Foster is the owner of bonds Nos. 46 , 49, 53, 58 and 59 upon which there is due him the sum of \$2500.00 and interest thereon from Jan. 1, 1909; that the defendant F. E. Schoolcraft is the owner of bonds Nos. 47 and 48 upon which there is due him the sum of \$1000.00 and interest thereon from Jan. 1, 1909; that the defendant W. S. Rice is the owner of bonds Nos. 50, 51, 52 , upon which there is due him the sum of \$1500.00 and interest thereon from Jan. 1, 1909; that the defendant Emily R. Cook is the owner of bond No. 54 upon which there is due him the sum of \$500.00 and interest thereon from

" 23

Jan. 1, 1909; that the defendants Herbert V. Clark and Frank B. Clark are the owners of bonds Nos. 55, 56 and 57 upon which there is due them the sum of \$1500.00 and interest thereon from Jan. 1, 1909; that the defendant C. H. Pfister is the owner of bond No. 60 upon which there is due him the sum of \$500.00 and interest thereon from Jan. 1, 1909; that the defendant Frank H. Follett is the owner of bonds Nos. 61, 62 and 65 upon which there is due him the sum of \$1500. and interest thereon from Jan. 1, 1909; that the defendant Mary E. Martin is the owner of bonds Nos. ,110 to 119 inclusive upon which there is due her the sum of \$5000.00 and interest thereon from Jan. 1, 1909; that the total amount of the above is the sum of \$43,500.00 which to the best knowledge and belief of witness is now due for principal upon said bonds together with interest thereon at the rate of 6% per annum from January 1, 1909.

" 24

Question 8. By Plaintiff's counsel: What notice or notices, if any, have you given or caused to be given to the defendant Martin Ship Cleaner Company of a default in payment of the principal or interest upon said bonds?

Answer: In the year 1911 at the request of

*J. E. D. Public
Notary
& Counsel*

" 25

certain of the defendant bond holders, I retained Field & Swan, attorneys and counselors of the City of Watertown, New York, to investigate the condition of the lands mentioned in the bill herein and to take such action as in their judgment they deemed best for the benefit of said bondholders; that I am informed by Mason M. Swan, Esq., of said firm of Field & Swan that said attorneys have served, for me as such trustee, upon said corporation written notice of said default in payment of principal and interest as is provided for by the terms of said mortgage and that said default has continued for a period of more than six months after the service of said notice.

" 26

Question 9. By plaintiff's counsel: What, if any, compensation have you received from any source for your services as trustee herein and do you desire any compensation for your services herein?

Answer: I have received nothing from any source for my services as such trustee and I have been acting as such since about July 1, 1906 and I ask that I be allowed a reasonable amount; that during all such time my duties as such trustee have taken some of my time and I consider such services worth the sum of \$100.00.

Question 10 By Plaintiff's Counsel: What, if anything, have you paid to said counsel for fees, disbursements, taxes or otherwise?

Answer: I have not paid or advanced them anything but have requested them to pay out whatever moneys they deem necessary for the payment of taxes due upon said premises and other necessary disbursements in connection with caring for said property and the foreclosure of said mortgage and said attorneys have had charge of all said matters for me since about July 1, 1911.

" 27

Question 11. By Plaintiff's Counsel: Do you know of the whereabouts of any agent or officer of said company or of any of its books or papers?

*L. E. J. J. J.
Notary Public
& Clerk*

" 28

Answer: I do not and I do not believe that such books or papers could be found by reasonable diligence and effort in searching for them.

Question 12. By plaintiff's Counsel: At whose request, if any, have you instituted this suit?

Answer: I instituted this suit at the written requests of bondholders owning at least \$23,500.00 of said bonds; that said amount exceeds more than one-third of bonds issued and outstanding at the time of the commencement of said suit or at any other time to the best knowledge and belief of this witness; that said requests in writing were signed, sealed and acknowledged upon the dates shown in said requests by said holders and contain the address of said holders; I herewith file the said written requests of the defendants to which I have referred; that said requests consist of thirteen (13) sheets of typewritten paper and are attached together and marked Exhibit A with the deposition of John W. Van Camp; and further this deponent saith not.

" 29

*Read over, signed
and sworn to before
me this 25th day of
January, 1915.*

John W. Van Camp



*Lucy E. Zimmer
Notary Public & Commissioner*

" 30

Exhibit "A" consisting of 13 typewritten pages

To John W. VanCamp and Samuel F. Bagg as trustees named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation.

I, the undersigned, am the owner of bonds in the amount of \$ 1500^{no} ~~1000~~ of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15, 1906. Should you desire indemnity for costs and expenses or liabilities incurred thereby as stated in said mortgage or deed of trust please notify our attorneys at once. I also notify you that I am informed and believe that the taxes upon the real estate situated in the State of Virginia and upon which said bonds and mortgage are a lien have been unpaid and that said property has been sold for taxes by reason whereof.

WITNESS my hand and seal this 19 day of September, 1911.

W. S. Rice (L.S.)

P.O. Address Adams
my

STATE OF NEW YORK:
:SS
JEFFERSON COUNTY:

On this 20th day of September, 1911 before me personally appeared W. S. Rice to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

Oscar D. Perry
Notary Public

• W. S. Rice

1500

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DECEMBER 21 1892

W. S. Rice

W. S. Rice

W. S. Rice

To John W. VanCamp, sole remaining trustee named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the amount of \$ 1000 of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. I am informed and believe that the said company has failed to pay the taxes upon its real estate covered by said mortgage or deed of trust and situated in the State of Virginia since in or about the year 1908. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15th, 1906.

WITNESS my hand and seal this 27th day of September 1913.

E. Van Brocklin (L.S.)

P.O. Address.

Canton Mass.

STATE OF NEW YORK :
H. Lawrence : SS
JEFFERSON COUNTY :

On this 27 day of September 1913 before me personally appeared E. Van Brocklin to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

C. E. Hemenway

Notary Public

E. S. Van Brocklin

~~500~~

Canton 1,000

To John W. VanCamp and Samuel P. Bagg as trustees named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation.

I, the undersigned, am the owner of bonds in the amount of \$ 2,500 of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15, 1906. Should you desire indemnity for costs and expenses or liabilities incurred thereby as stated in said mortgage or deed of trust please notify our attorneys at once. I also notify you that I am informed and believe that the taxes upon the real estate situated in the State of Virginia and upon which said bonds and mortgage are a lien have been unpaid and that said property has been sold for taxes by reason thereof.

WITNESS my hand and seal this ____ day of September, 1911.

Silas W. Foster (L.S.)

P.O. Address

Ogdensburg, N.Y.

STATE OF NEW YORK:

JEFFERSON COUNTY: SS

On this 20 day of September, 1911 before me personally appeared Silas W. Foster to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

Mason W. St. Paul
Notary Public

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APRIL 21 1900

A. C. WILSON

To John W. VanCamp, sole remaining trustee named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the amount of \$ 2,000 of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. I am informed and believe that the said company has failed to pay the taxes upon its real estate covered by said mortgage or deed of trust and situated in the State of Virginia since ~~in~~ or about the year 1908. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15th, 1906. *it being understood in so doing there will be no liability upon my part.*
WITNESS my hand and seal this 11 day of

Oct 1913.

F B Smith (L.S.)

P.O. Address.

STATE OF NEW YORK:

Watertown N.Y.

JEFFERSON COUNTY: SS

On this 11 day of Oct 1913 before me personally appeared F B Smith to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

McM Swan
Notary Public

FB Smith

2000

Dr Smith
1880

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To John W. VanCamp and Samuel F. Bagg as trustees named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation.

I, the undersigned, am the owner of bonds in the amount of \$ 500 -- of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15, 1906. Should you desire indemnity for costs and expenses or liabilities incurred thereby as stated in said mortgage or deed of trust please notify our attorneys at once. I also notify you that I am informed and believe that the taxes upon the real estate situated in the State of Virginia and upon which said bonds and mortgage are a lien have been unpaid and that said property has been sold for taxes by reason thereof.

WITNESS my hand and seal this ___ day of September, 1911.

Emily R. Cook (L.S.)

P.O. Address

110 Winslow St.,
Watertown
N. Y.

STATE OF NEW YORK:

JEFFERSON COUNTY: SS

On this 19 day of September, 1911 before me personally appeared Emily R. Cook to me known to be the same person described in and who executed the within instrument and she duly acknowledged that she executed the same.

Mason D. S. Van
Notary Public

• Eudry R Cook
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To John W. VanCamp, sole remaining trustee named in
a mortgage or deed of trust executed by the Martin Ship
Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the
amount of \$6000 of the Martin Ship Cleaner Company,
a domestic corporation; that I have been the owner of said
bonds upwards of two years last past; that no interest
has been paid upon said bonds during such time; that the
principal of said bonds became due and payable July 1,
1911; that said principal and interest for upwards of
two years past remains due and wholly unpaid. I am
informed and believe that the said company has failed
to pay the taxes upon its real estate covered by said
mortgage or deed of trust and situated in the State of
Virginia since in or about the year 1908. As such bond-
holder I request you to proceed at once to foreclose the
mortgage or deed of trust executed by said Ship Cleaner
Company and dated May 15th, 1906.

WITNESS my hand and seal this 18th day of
October 1913.

S. L. Barnhart (L.S.)

P.O. Address.

STATE OF NEW YORK:

of Lawrence :
~~JEFFERSON~~ COUNTY: SS

On this 18th day of October 1913 before
me personally appeared Samuel L. Barnhart to me known
to be the same person described in and who executed the
within instrument and he duly acknowledged that he
executed the same.

Andrew J. Hammer,
Notary Public.

• 2 Bamber

6000.

I, the undersigned, am the owner of bonds in the amount of \$ 500.00 of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. I am informed and believe that the said company has failed to pay the taxes upon its real estate covered by said mortgage or deed of trust and situated in the State of Virginia since in or about the year 1908. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15th, 1906.

Sept- 1913.

James B Kirkbride (1822)

Massena and

St Lanne

James C. Phillips
Notary Public

J B Kirkbidge

500,

Moscow ny



RECEIVED

NOV 10

1870

To John W. VanCamp, sole remaining trustee named in
a mortgage or deed of trust executed by the Martin Ship
Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the
amount of \$ 1000⁰⁰ of the Martin Ship Cleaner Com-
pany, a domestic corporation; that I have been the owner
of said bonds upwards of two years last past; that no
interest has been paid upon said bonds during such time;
that the principal of said bonds became due and payable
July 1, 1911; that said principal and interest for upwards
of two years past remains due and wholly unpaid. I am
informed and believe that the said company has failed
to pay the taxes upon its real estate covered by said
mortgage or deed of trust and situated in the State of
Virginia since in or about the year 1908. As such bond-
holder I request you to proceed at once to foreclose the
mortgage or deed of trust executed by said Ship Cleaner
Company and dated May 15th, 1906.

WITNESS my hand and seal this 29 day of

September 1913.

Byron H. Clow (L.S.)

P.O. Address.

Byron H. Clow

STATE OF NEW YORK :
Orange : SS
JEFFERSON COUNTY :

On this 2 day of October 1913 before
me personally appeared Byron H. Clow to me known
to be the same person described in and who executed the
within instrument and he duly acknowledged that he
executed the same.

H. H. Burch
Notary Public

B.H. Claw

1000.

1000

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1000



To John W. VanCamp, sole remaining trustee named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the amount of \$1500⁰⁰ of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. I am informed and believe that the said company has failed to pay the taxes upon its real estate covered by said mortgage or deed of trust and situated in the State of Virginia since ~~in~~ or about the year 1908. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15th, 1906.

WITNESS my hand and seal this 29th day of October 1913.

Clark Bros (L.S.)

P.O. Address. Dexter, N.Y.

STATE OF NEW YORK:

JEFFERSON COUNTY: SS

On this 29th day of October 1913 before me personally appeared H. B. Clark to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

A. Raymond Cornwall
Notary Public

• Clark Bros

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1700

To John W. VanCamp, sole remaining trustee named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the amount of \$ 500⁰⁰ of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. I am informed and believe that the said company has failed to pay the taxes upon its real estate covered by said mortgage or deed of trust and situated in the State of Virginia since in or about the year 1908. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15th, 1906. *but without cost or expense to me*

WITNESS my hand and seal this 2 day of

January 1913.

W. T. Thum (L.S.)

P.O. Address. Walden
ny

STATE OF NEW YORK:
: SS
JEFFERSON COUNTY :

On this 2 day of Jan 1913 before me personally appeared Wm. A. Thum to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

Wm. Z. Holt
Notary Public

10

TECHNICAL NOTE

10

Thurs

To John W. VanCamp and Samuel F. Burr as trustees named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation.

I, the undersigned, am the owner of bonds in the amount of \$5000.00 of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years past; that no interest has been paid upon said bonds during said time; that the principal of said bonds has matured and payable July 1, 1911; that said principal and interest for upwards of two years past remain due and wholly unpaid. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and to sell the same for cash, *but do not assume any responsibility for cost or expenses.*
WITNESS my hand and seal this 6th day of August, 1912.

1912.

Mary E. Martin (S.)

P.O. Address Watertown N.Y.
Borrows Ave

STATE OF NEW YORK:

JACKSON COUNTY: SS

On this 6 day of August, 1912 before me personally appeared Mary E. Martin to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

W. A. Whinn
Notary Public
J. H. F. C.

Mrs Martin

Mrs Martin
request
6000.⁰⁰

DEBENTURE BOND

To John W. VanCamp, sole remaining trustee named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the amount of \$ 1000. of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. I am informed and believe that the said company has failed to pay the taxes upon its real estate covered by said mortgage or deed of trust and situated in the State of Virginia since in or about the year 1908. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15th, 1906.

WITNESS my hand and seal this Friday of

October 1913.

Samuel L. Barnhart (L.S.)

P.O. Address.

Massena
N.Y.

STATE OF NEW YORK :
St. Lawrence : SS
JENNIFER COUNTY :

On this 1st day of Oct 1913 before me personally appeared Samuel L. Barnhart to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

W. H. Byrnes
Notary Public.

Sam Banker.

1000

DEERHILL

Box 10

To John W. VanCamp, sole remaining trustee named in a mortgage or deed of trust executed by the Martin Ship Cleaner Company, a corporation:

I, the undersigned, am the owner of bonds in the amount of \$ 500 ⁰⁰/₁₀₀ of the Martin Ship Cleaner Company, a domestic corporation; that I have been the owner of said bonds upwards of two years last past; that no interest has been paid upon said bonds during such time; that the principal of said bonds became due and payable July 1, 1911; that said principal and interest for upwards of two years past remains due and wholly unpaid. I am informed and believe that the said company has failed to pay the taxes upon its real estate covered by said mortgage or deed of trust and situated in the State of Virginia since in or about the year 1908. As such bondholder I request you to proceed at once to foreclose the mortgage or deed of trust executed by said Ship Cleaner Company and dated May 15th, 1906.

WITNESS my hand and seal this 27 day of

Sept 1913.

Geo W Spencer (L.S.)

P.O. Address.

Gouverneur n.Y.

STATE OF NEW YORK :
H. Lawrence : SS
JEFFERSON COUNTY :

On this 27th day of September 1913 before me personally appeared James A. Spencer to me known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

Arthur J. Johnson

Notary Public

Jas Spence
Govr.

500

1

MASON M. SWAN, a witness, being first duly sworn deposeth and saith in answer to interrogatories as follows:

Question 1. By Plaintiff's Counsel: State your name, residence and whether you are one of the attorneys for the plaintiff herein and the facts in reference to your employment by plaintiff.

Answer. My name is Mason M. Swan. I reside at No. 133 Winslow Street in the City of Watertown, New York, and am a member of the firm of Field & Swan, attorneys and counselors at law, having offices at 34-38 Savings Bank Bldg, Watertown, Jefferson County, New York; that in or about the month of July, 1911 my said firm was retained and employed by the plaintiff and certain of the defendant bond holders to investigate the status of defendant Martin Ship Cleaner Company and in particular in reference to the property mentioned in the bill herein and the foreclosure of the mortgage or deed of trust set forth in the bill herein. This witness has had sole and exclusive charge and conduct of said retainership and in regard to the investigation pertaining to the owners of the bonds, the whereabouts of the officers and books of said company and the condition of the real property mentioned in said bill and the foreclosure and sale thereof.

Question 2 by Plaintiff's counsel: State briefly what you have done as the plaintiff's counsel herein .

Answer: We proceeded to locate the different bondholders and to procure consents which are attached to the deposition of the witness John W. VanCamp and marked Exhibit "A" herein; we also endeavored to locate Frank H. Follett who was the last Secretary and Treasurer and General Manager of said corporation; that deponent was acquainted with William Martin, the president of said corporation, in his lifetime; that said Martin died on or about April 21, 1910 at the City of Watertown, New York; that deponent

" 4

endeavored to locate the last office of said corporation in the City of New York and searched the directories of said city by alphabetical index and did not find therein the name of said corporation; that deponent has letter heads used by said corporation in the year 1909 showing its offices to be at one time at 92 Fulton Street in said city of New York and another letter head showing its office to be in the Hudson Terminal Bldg., 30 Church Street in said city; that deponent found no such office at such places ; that deponent has also been unable to find any books of said corporation although he has made inquiries from several of the bondholders and stockholders in and about the City of Watertown, New York and elsewhere; that said Follett personally guaranteed the payment of certain bonds mentioned in said bill and that in the year 1909 said Follett disappeared from the City of New York and also from the City of Utica where he had his home for many years previous thereto; that none of the bond or stock holders or the plaintiff in this case had ever seen or knew anything about the real property mentioned in the bill herein; that in the month of April, 1912 deponent went to the said Isle of Wight County in behalf of the plaintiff herein, examined the records in the Clerk's Office of said county in reference to said property and the title thereto, examined said property and found the defendant Walter MacKimmie in possession thereof.

" 6

Question 3. By Plaintiff's counsel: What talk or transaction did you have with defendant Walter H. MacKimmie in April, 1912?

Answer: As stated in my last answer , I visited the property in question the 16th day of April, 1912 and found in the dwelling house upon said property the defendant Walter H. MacKimmie; that I stated to said MacKimmie my name and that I was there as the attorney for the plaintiff

Exhibit "B"

Agreement made this
16th April 1912 between
John W. Van Camp trustee
under deed of trust given by
the Martin Ship Cleaner Co.
party of the 1st part and
W. H. Mackinnon party of
the second part.

The first party permits the
2nd party to occupy the ^{house &} 310
acres mentioned in said
deed of trust until further
notice at least 60 days ^{notice} ~~from~~
~~is given of giving notice to vacate~~
~~said notice to be given by~~ ^{by 1st party}
mail directed to 2nd party at
Fergusons Wharf Va.

2nd party agrees in consid-
eration hereof to look after
said property and not allow
^{or suffer by fire or any other} ~~damage to be done~~ ^{damage}
~~thereon~~ ^{to be destroyed or}
^{removed} ~~to be destroyed or~~
~~removed~~

And not to cut ~~any~~ timber
except for fuel or fencing
used thereon.

W H Maximine

" 7

herein to ascertain the condition of said property and to advise in regard to the disposition of the same; that said MacKimmie then and there stated to deponent that he had recently moved there from Norfolk and was occupying the house and property; that his health was poor and that he would be glad to stay and look after the property without charge or rent if the plaintiff so desired; that when the property was vacant and if it became vacant again the colored people and others might very likely do damage either to the buildings or timber upon said property.

" 8

Deponent replied to said MacKimmie that he thought it would be better to have the property occupied under the circumstances and that thereupon deponent wrote out and that said MacKimmie read and signed and delivered to deponent a paper which I herewith file and to which I have referred and is marked Exhibit B as a part of my said deposition; that I then wrote a true copy of the same upon another paper and signed the same for the plaintiff and delivered it to said MacKimmie; that it was stated upon said conversation that he should have his rent free and there in consideration of looking after the property as stated in said notice and deponent did not and never has stated to said

MacKimmie or the defendant Evaline MacKimmie, his mother, or any one else that he or either of them should lay out or expend any labor, money or material upon said premises for or on

account of the plaintiff herein, and no labor money or material has been so expended with knowledge or consent of plaintiff or deponent
Question 4. By Plaintiff's Counsel. State any

facts to your knowledge in regard to the default in the payment of the principal and interest of the bonds mentioned in the mortgage herein and of the service of written notice of such default upon said Martin Ship Cleaner Company.

Answer: That on or about August 1, 1911 witness presented at the Jefferson County National Bank, Watertown,

L. E. J.
Notary Public
Counsel

" 9
L. E. J.
Notary Public
Counsel

" 10

L. E. 2
Notary Public
Fla.

New York, that being the place where said coupons and bonds were by their terms payable, certain of said bonds *then due* and coupons then past due and attached thereto, and demanded payment thereof; that payment then and there was refused by said bank on the ground that said bank had no funds of said Martin Ship Cleaner Company on deposit therein to pay said bonds or coupons or any of them; that thereafter and on or about the first day of August, 1911 deponent, as one of said attorneys, served a due notice in writing upon said defendant Martin Ship Cleaner Company of such presentation and default in the payment of the principal and interest of said bonds, or either of them, by depositing in the post office in the City of Watertown, New York, in

" 11

a securely sealed and postpaid envelope directed to said Martin Ship Cleaner Company at 92 Fulton Street, New York City, State of New York, and also a similar one addressed to said Company at Hudson Terminal Bldg., 30 Church St., New York City, State of New York; that after six months after the service of said notice upon said corporation deponent has at various times presented certain of said bonds and coupons at said bank and demanded payment thereof; that payment thereof has been refused by said bank on the ground that there were no funds there for the payment thereof, said last occasion being on the 16th day of January, 1915 when deponent examined the books of said bank and learned therefrom that the said company had had no money in said bank since about the month of July, 1909; that said books showed a deposit of \$15.00 on or about the first day of July, 1909 and a withdrawal thereof on or about the 27th day of July, 1909 and no deposits after said date.

" 12

Question 5. By Plaintiff's Counsel. State concerning your disbursements made and services rendered and to be rendered under your retainership in said action.

Answer: Our services as counsel to the plaintiff

" 13

herein during the year 1911 for the investigation of the affairs of said company as stated in my foregoing Answers are reasonably worth the sum of \$200.00; that we were unable to find out satisfactorily the condition of the property mentioned in the complaint and in regard to title and tax payments thereon and that in the month of April, 1912 deponent went from Watertown, New York, to the said Isle of Wight County, examined the records and property as set forth in my previous Answers; that my disbursements on said trip were \$90.00; that said trip consumed x about ten days; that said services are worth the sum of \$200.00; that our other services herein for the year 1912 are reasonably worth the sum of \$200.00. Our services herein for the year 1913 are reasonably worth the sum of \$200.00; that we drew a bill of complaint to have said

" 14

action started in the Federal Court in the State of Virginia and forwarded the same to the Clerk of said Court who referred us to Davis & Davis, Attorneys at Norfolk, Va.; that we were advised by said attorneys that in their judgment said action could not be safely maintained in said United States Court; that they advised that said action be brought i in the Circuit Court of the Isle of Wight County, Virginia; that the title of said property was in danger of being encumbered or lost by reason of non-payment of taxes in or about the month of November, 1913 and deponent

" 15

advanced and forwarded for the payment of said taxes and other disbursements in said action to said Davis & Davis as resident attorneys in said action, the sum of \$220.00, and also the sum of \$100.00 to apply upon their services herein; that during the year 1914 the defendants MacKimmie, or one of them, made a proposition of settlement of said action wherein and whereby they offered to pay the plaintiff the sum of \$3500.00 for said property; that in order to determine whether said proposition should be accepted deponent in the month of October and November, 1914, want

" 16

to Norfolk, Virginia , and saw Dr. MacKimmie at his residence in said city and talked with him about said proposition of settlement and also consulted with said Davis & Davis, concerning the advisability of accepting such proposition; that said property consists of about 310 acres of land principally covered by timber; that said property fronts upon the James River for a distance of nearly a mile and upon the advice of said Davis & Davis a timber cruiser was employed by them to ascertain the amount and value of the timber upon said property; that said cruiser has reported to deponent and we have forwarded to Davis & Davis the sum of \$38.73 which together with the balance in their hands is required to pay the costs of said appraiser; that

" 17

my necessary disbursements upon said trip were the sum of about \$90.00 and my services on said trip are reasonably worth the sum of \$200.00; that our services rendered in said action during the year 1914 other than as above stated are reasonably worth the sum of \$200.00; that our services in connection with the taking of these depositions and with the sale and final judgment and distribution herein will be reasonably worth the sum of \$250.00; that our disbursements other than as above stated in connection with said amount amount to the sum of \$63.00; and further this deponent saith not.

" 18

Read over, signed
and sworn to before
me this 25th day of
January, 1915.

Mason M. Shaw

Lucy E. Zimmes
Notary Public and Convey.

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v.

IN EQUITY.

SAMUEL F. BAGG, and others.

TO EVALINE MACKIMMEY AND W. H. MACKIMMEY:

TAKE NOTICE that the plaintiff herein shall, on the 20th day of May, 1914, before Lucy E. Zimmer, Notary Public, at No. 34 Savings Bank Building, in the City of Watertown, in the State of New York, between the hours of 9:00 A. M. and 6:00 P. M. on that day, proceed to take the depositions of John W. Van Camp, and others, to be read in a certain chancery cause, depending in the Circuit Court, in the County of Isle of Wight, Virginia, wherein you and others are defendants, and John W. Van Camp, remaining trustee under mortgage, or deed of trust, of the Martin Ship Cleaner Company, to John W. Van Camp and Samuel Bagg, Trustees, dated May 15th, 1906, is plaintiff, and if, from any cause, the taking of the said depositions be not commenced on that day, or, if commenced, be not concluded, on that day, the taking of the same will be continued from day to day, or from time to time, at the same place, and between the same hours, until the same shall be completed.

GIVEN under my hand this 9th day of May 1914.

Wm. H. Davis
P. Q.

• A line of looking
at positions
and
admission of
service

Service of this
Native accept-
ed this 12th day
of May. AD 1914
Edward L. Malbridge
Collector for
Mac Kinnon ^{officer}

THE COMMONWEALTH OF VIRGINIA,

To Lucy E. Zimmer, a Notary Public of the State of New York,
GREETING:

KNOW YOU, that we, trusting in your fidelity and provident
circumspection in dildgently examining John W. Van Camp and others, wit-
nesses on behalf of the plaintiff in a certain matter of controversy de-
pending in our Circuit Court of Isle of Wight County, in the State of Vir-
ginia, between

JOHN W. VAN CAMP, remaining trustee under a
mortgage or deed of trust of the Martin Ship
Cleaner Company, to John W. Van Camp, and
Samuel F. Bagg, Trustees, dated May 15th, 1906,
plaintiff,

-versus-

IN EQUITY.

SAMUEL F. BAGG, the Martin Ship Cleaner Company,
a corporation, Evaline MacKimmey, E. D. Van
Brocklin, James W. Spencer, J. A. Dutcher, R. K.
Stevens, Fred B. Smith, James B. Kirkbridge, By-
ron H. Clow, Josie M. Chinery, Wm. A. Nims, A.
Bertrand, Samuel L. Barnhart, Silas W. Foster,
F. E. Schoolcraft, Wm. Hyland, W. S. Rice, Emily
R. Cook, Herbert V. Clark, Frank B. Clark, C. H.
Pffister, Frank H. Follett, Mary E. Martin and
all others holding bonds secured by said mort-
gage herein designated as "Parties Unknown", C.
J. Clark and W. H. MacKimmey, defendants,

request you that between the hours of 9 A. M. and 6 P. M. on the 20th day
of May, 1914, at No. 34 Savings Bank Building, in the City of Watertown,
State of New York, or thereafter on such day or days, and at such place
or places, as you shall then appoint, the witnesses aforesaid, before you,
you call and cause to come and diligently examine on the Holy Evangelists
of Almighty God, and such examination into our said Court distinctly
and plainly, without delay, you send and certify enclosed, returning also
this writ.

WITNESS, A. S. Johnson, Clerk of our said Court, at Isle of
Wight, in Virginia, aforesaid the 13th day of May 1914, and
in the 13th year of the Commonwealth.

Clerk.



Commission

DEPRISHIP

DEPRISHIP
PACHINE ET JINER

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT,
VIRGINIA.

John W. Van Camp, Trustee,

vs.

In Chancery.

Samuel F. Bagg, and others.

Dated Dec 7/14

To Hugh W. Davis, Attorney for Plaintiff:

You will please take notice that on Monday, the 21st. day of December, in the year 1914, at the opening of Court on that day, or as soon thereafter as Counsel can be heard, I shall move said Court for an order or rule requiring the said Plaintiffs in the above entitled cause, to complete the taking of Plaintiff's depositions, and have the same returned and filed with the Clerk of said Court on or before the first day of January, 1915, in default of which said cause to be dismissed.

This motion will be based upon the pleadings in said cause, and the notice to take depositions in said cause dated the 9th. day of May, 1914.

Edward L. Walbridge p.d.
Evaleen D. MacKinnin
Walter H. MacKinnin

Order Feb 1 1915

In the ^{10th} Circuit Court
of the
County of Salt Lake, Utah
In Chancery.

John W. Van Camp
Trustee

vs { 160

Samuel F. Baggett et al

Notice of Motion

Order

Feb 7/15

Edward L. Walbridge
Solr for MacKinnon

11218
250
8.75-

VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF NORFOLK, GREETING:

We command you that you summon EVELINE MACKIMMEY to appear at the Clerk's Office of our Circuit Court for the County of Isle of Wight on the FOURTH MONDAY in January, 1914 to answer a bill in Chancery exhibited against her, and others, in our said Court, by John W. Van Camp, remaining trustee, etc., and have then and there this writ.

WITNESS, A. S. Johnson, Clerk of our said Court, at the Courthouse, on this 15th. day of January, 1914.

A. S. Johnson Clerk.

Hugh W. Davis, p.q.
Norfolk, Virginia.

Entered in the
County of Norfolk
this 21st day of
January 1914 by
delivering a copy
of the within writ
to Walter
Mackinnon in
person

Walter
Mackinnon
Norfolk Co

By Wm. L. L. L.
Squire

7
J. W. Van Camp
74 } Chancery
Eveline Mackinnon
1/23
In the Time Clerk's Office of the
CIRCUIT COURT,
OF THE
COUNTY OF ISLE OF WIGHT
this 24th day of January 1914
Attest William A. L.

Entered in the County of Norfolk this
21st day of January 1914 by delivering a
true copy of the within process to
Eveline Mackinnon in person
Wm. L. L. L.
Norfolk Co
By Wm. L. L. L.
Squire

COMMONWEALTH OF VIRGINIA,

TO THE SERGEANT OF THE CITY OF NORFOLK, GREETING:

We command you that you summon Eveline Mackimney to appear at the Clerk's Office of our Circuit Court for the County of Isle of Wight, at the rules to be holden for said court on the First Monday in January, 1914, to answer a bill in chancery exhibited against her, and others, in our said court, by John W. Van Camp, remaining trustee, etc. and Samuel F. Bagg, and have then and there this writ.

WITNESS, A. S. Johnson, Clerk of our said Court, at the Courthouse, this 10th. day of December, 1913, and in the 138th. year of the Commonwealth of Virginia.

Teste, A. S. Johnson Clerk.

Hugh W. Davis, p.d.

John W. Van Camp, remaining
trustee, etc. et al.

vs) Subpoena in Chancery

Evaline Mackimmey et als.

Returnable to First January
Rules, 1914, Isle of Wight
County Circuit Court.

*Crossed with subpoena
returnable to First January
1914, Isle of Wight
County Circuit Court.*

not found

L. L. Hudgens Esq

by L. L. Hudgens Esq

J. L. L.

In the Clerk's Office of the
Circuit Court,

COUNTY OF ISLE OF WIGHT

this 5th day of January 1914

Robt. Johnson Clerk

COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF THE COUNTY OF ISLE OF WIGHT, GREETING:

We command you that you summon C. J. Clark and W. H. Mackimmey to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight, at the rules to be holden for said Court on the third Monday in December, 1913, to answer a bill in Chancery exhibited against them, and others, in our said Court, by John W. Van Camp, remaining trustee, etc., and Samuel F. Bagg, and have then and there this writ.

WITNESS, A. S. Johnson, Clerk of our said Court, at the Courthouse, this 10th. day of December, 1913, and in the 138th. year of the Commonwealth of Virginia.

Teste, A. S. Johnson Clerk.

Executed the within ^{Summons} ~~warrant~~ this the 15
day of Dec 1913 by serving a true copy
of same on each within named in person
Within the County of Isle of Wight.

R. G. Garrison Sheriff.

D. S.

May 3 1913

John W. Van Camp, remaining
trustee, etc. 1.

vs) Subpoena in Chancery

Evalino Mackimney et als.

Returnable to 2nd. Dec. rules,
1913.

Ex. 15 P.

Filed
In the CLERK'S OFFICE, of the
CIRCUIT COURT,
OF THE
COUNTY OF ISLE OF WIGHT
this 15th day of Dec 1913
Wm. Johnson C. C. K.

IN THE CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT, VIRGINIA.

JOHN W. VAN CAMP, remaining Trustee under:
a mortgage or deed of trust of the Martin:
Ship Cleaner Company, to John W. Van Camp:
and Samuel F. Bagg, Trustees, dated May :
15th, 1906, :

-versus-

Samuel F. Bagg, The Martin Ship Cleaner :
Co., a Corporation, Evaline MacKimney, :
E. D. Van Brocklin, James W. Spencer, :
J. A. Dutcher, R. K. Stevens, Fred B. :
Smith, James B. Kirkbride, Byron H. :
Clow, Josie M. Chinery, Wm. A. Nims, :
A. Bertrand, Samuel L. Barnhart, Silas :
W. Foster, F. E. Schoolcraft, Wm. Hyland, :
W. S. Rice, Emily R. Cook, Herbert V. :
Clark, Frank B. Clark, C. H. Pfister, :
Frank H. Follett, Mary E. Martin, and :
all others holding bonds secured by said :
mortgage, herein designated as "Parties :
Unknown," C. J. Clark, and W.H. MacKimney. :

IN EQUITY.

1.

THE ANSWER of Evaline MacKimmie, one of the said defendants hereto, to the Bill of Complaint of John Van Camp, Trustee, et al, plaintiff.

This defendant reserving to herself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as she is advised that it is material she should answer, answers and says:

First: This defendant admits that the said plaintiff resides in the City of Watertown, County of Jefferson, New York, as alleged in Paragraph 1. of said Bill, and that the defendant, Martin Ship Cleaner Company, is a Corporation organized and existing under the laws of the State of New York, as alleged in second paragraph of plaintiff's Bill, *but alleges that said Corporation suspended business several years since and is practically out of existence and insolvent*

Second: This defendant neither admits nor denies the facts alleged in Paragraph 3. of plaintiff's Bill, having no personal knowledge thereof, and leaves plaintiff to his proof as to whether the proceedings of the said Martin Ship Cleaner Company were regular and according to law, upon which to base the issuing and execution of said Mortgage or Deed of Trust, and the issue of mortgage bonds of the said defendant, Martin Ship Cleaner Company, as set forth in the third paragraph of plaintiff's bill.

This defendant further answering says, that she is informed and verily believes that said Martin Ship Cleaner Company on, or about May the 15th, 1906, caused to be issued, its several bonds, aggregating one hundred thousand (\$100,000.00) dollars, and that some of them were sold and delivered for value to various persons, but has no personal knowledge whether said bonds were lawfully issued and executed as required by law, and leaves the plaintiff to his proof as to that question, but this defendant admits that she is the owner and holder of thirty(30) bonds, Nos. 1 to 30 inclusive, the estimated value of which was fifteen thousand (\$15,000.00) dollars, and that the same have never been paid, nor any part thereof, as alleged in the fourth and fifth paragraphs of plaintiff's said bill. And this defendant further answering

says, that she has no personal knowledge of the facts alleged in the sixth paragraph of the plaintiff's bill, but she is informed, and verily believes that the said C. J. Clark paid the taxes on said premises for the year, 1908, and that thereafter the said C. J. Clark duly assigned his said tax claim to Walter H. MacKimmie, but she admits that the said Walter H. MacKimmie has paid the taxes upon said premises since 1908, and holds the tax receipts therefor, and which total the sum of one hundred sixty-three (\$163.25) dollars and twenty-five cents, as this defendant is informed and believes, besides the interest thereon, and that she is informed and verily believes the said Walter H. MacKimmie has refused to accept the sum of one hundred twenty (\$120.23) dollars and twenty-three cents, alleged to be on deposit with the Clerk of said Court, for the reason that said sum is insufficient, and is not made in compliance with law, as alleged in paragraphs 6, 7, and 8, of plaintiff's said bill.

This defendant neither admits nor denies the facts alleged in paragraph 9. of plaintiff's bill, having no personal knowledge thereof, and leaves plaintiff to his proof therein.

This defendant admits that the Martin Ship Cleaner Company has failed to pay the ^{full} interest, and ^{none of the} principal, ^{now} due on the said bonds held by her, to-wit; Nos. 1 to 30 inclusive, which bonds when produced and proved will more fully appear, reference being had thereto for greater certainty, as alleged in the tenth paragraph of plaintiff's said bill.

And this defendant neither admits nor denies the facts alleged in paragraph 11. of plaintiff's said bill, other than that she admits that more than six months have expired since her said bonds became due and unpaid, but that she has no knowledge whether or not the holders of more than one-third of the amounts now outstanding issued by said Company, have duly requested said plaintiff in writing to institute these proceedings for the enforcement of the lien created by said mortgage, and leaves the said plaintiff

3.

to his proof therein.

And the defendant ~~prays~~ that her rights and interest as holder of said bonds above mentioned, may be protected by the decree of this Honorable Court, as prayed for in said plaintiff's bill.

Eveline Mae Kimmie,

By Edward L. Halbridge.

Attorney for the Defendant.
710 Citizen's Bldg.
Norfolk, Va.

9
In the Circuit Court of the
County of Isle of Wight
In Chancery

John W. Van Camp, as
Trustee,

vs
Martin Ship Cleaner Co., a
Corp, and
Evaline MacKimmie, Etal,

Answer of
Evaline MacKimmie
Defendant

Filed
In the Circuit Court of the
COUNTY OF ISLE OF WIGHT
this 12 day of Feb 1914
J. L. Johnson Clk.

Edward T. Walbridge
~~CARROLL E. HANCOCK~~
ATTORNEYS AND COUNSELLORS AT LAW
LAW BUILDING
NORFOLK, VA.

JEWELL & COMPANY, PHILADELPHIA

IN THE CIRCUIT COURT OF THE COUNTY

OF ISLE OF WIGHT, VIRGINIA

JOHN W. VAN CAMP, remaining Trustee under a mortgage or deed of trust of the Martin Ship Cleaner Company, to John W. Van Camp and Samuel F. Bagg, Trustees, dated May 15th, 1906,

-versus-

IN EQUITY.

SAMUEL F. BAGG, the MARTIN SHIP CLEANER COMPANY, a corporation, EVALINE MACKIMMEY, E. D. VAN BROCKLIN, JAMES W. SPENCER, J. A. DUTCHER, R. K. STEVENS, FRED B. SMITH, JAMES B. KIRKBRIDE, BYRON H. CLOW, JOSIE M. CHINERY, WM. A. NIMS, A. BERTRAND, SAMUEL L. BARNHART, SILAS W. FOSTER, F. E. SCHOOLCRAFT, WM. HYLAND, W. S. RICE, EMILY R. COOK, HERBERT V. CLARK, FRANK B. CLARK, C. H. PFISTER, FRANK H. FOLLETT, MARY E. MARTIN, and all others holding bonds secured by said mortgage, herein designated as "PARTIES UNKNOWN," C. J. CLARK and W. H. MACKIMMEY.

THE ~~ANSWER~~ ANSWER of Walter H. McKimmie, one of the said defendants hereto, to the Bill of Complaint of John Van Camp, Trustee, et al, Plaintiff.

This defendant reserving to himself the benefit of all just exceptions to the said bill, for answer thereto, or to so much thereof as he is advised that it is material he should answer, answers and says:

FIRST. This defendant says that he neither admits nor denies the facts alleged in paragraphs 1 to 5 inclusive, of plaintiff's said bill, having no knowledge in reference thereto, and which matters do not particularly concern this defendant, and therefore he leaves plaintiff to his proof of these facts; other than that he is informed and believes that his mother, Mrs. Evaline McKimmie, one of the defendants hereto, is the holder and owner of bonds Nos. 1 to 30 inclusive, issued by the said Martin Ship Cleaner Co., as set forth in her answer herein, and as alleged in said plaintiff's said bill.

SECOND. This defendant admits that C. J. Clark paid the taxes on the said premises for the year 1909, and that the said C. J. Clark afterwards, for a valuable consideration, duly assigned his claim to this defendant, as alleged in said bill. And this defendant admits that he has paid the taxes on said premises from the year 1909 to the present time, and holds the tax receipts therefor, which he will produce and prove in Court, reference being had thereto for greater certainty.

THIRD. This defendant admits that he claims title to the said lands by virtue of the payment of said taxes, which taxes total the sum of to-wit; two hundred sixty-three (\$263.26) dollars and twenty-six cents, and that he intended applying to this Honorable Court for a deed conveying said premises to him, in consideration of the payment of said taxes, pursuant to the provisions of Section 655, of the Code of Virginia, and Amendments thereto, but was prevented from so doing by the proceedings herein; that this defendant admits that he refused to accept the sum of two hundred sixty-three (\$263.26) dollars and twenty-six cents

claimed to be on deposit with said clerk, and tendered by the attorney for said plaintiff, for the reason that the same is insufficient in amount to satisfy the amount of said taxes paid by him on said premises, and such other additional charges which have been paid by said defendant since said sale, and the interest, costs, and charges as provided by law which this defendant has paid out and expended on said premises.

And this defendant further answering, represents to this Honorable Court, and alleges and charges the truth to be - hereby claiming the benefits of a Cross-Bill, as follows, to-wit:

FIRST. That the premises aforesaid, situate, lying, and being in the County of Isle of Wight, State of Virginia, contains about three hundred and ten (310) acres, be the same more or less, upon which there is a dwelling house barely inhabitable, and some out-buildings, and that said tract of land is mostly wood-land, and unimproved, save and except about fifteen (15) acres which was grown over with a five year growth of shrubbery and underbrush. That about the first of February, 1912, this defendant, together with his family, moved upon said premises and into the dwelling house thereon, and has ever since remained in actual possession as occupant thereof; that said possession of said premises in said plaintiff's bill described was, and is, with the full knowledge and consent of the said defendant, Martin Ship Cleaner Company; and also with the full knowledge and consent of the said John W. Van Camp, Trustee, as aforesaid; that the said defendant then and there became, was, and still is, a tenant at will and occupant of the said premises by mutual consent of the said Martin Ship Cleaner Company, the said John W. Van Camp, Trustee, and some of the stockholders of said Corporation.

SECOND. And this defendant further represents unto this Honorable Court, that since he has resided on said premises as occupant for said parties, he has laid out and expended large sums of money in permanently improving said dwelling house and out-buildings, and has done and performed personal work and labor thereon, and furnished materials for the permanent improvement of said place,

hereinafter more particularly set forth in the account hereto attached; and this defendant alleges that said work and labor, and the said material, performed and furnished as aforesaid, were actually needed and were necessary for the preservation of said dwelling house and out-buildings; and the same was done, performed and furnished with the full knowledge and consent of the said Martin Ship Cleaner Company, the said John W. Van Camp, Trustee, and their agents, and of some of the stockholders of said Company, and that this defendant claims a lien on the dwelling house and out-buildings on the said premises, for the amount of money so laid out and expended for work done, and materials furnished, as shown by the account hereto attached, marked "Exhibit A", and made a part of this answer; and this defendant intends to claim, and does claim, that he is entitled to an allowance for said improvements made upon said premises, and that this Honorable Court should make the proper allowance to him for the moneys so laid out and expended for said improvements, and for his personal work and labor, as aforesaid.

WHEREFORE, and in consideration of the premises, this defendant prays that he be allowed to have and maintain a lien upon said premises for the moneys laid out and expended by him, for his personal work and labor done and performed by him thereon, and for materials furnished in and upon said premises, as aforesaid, according to the account herein filed; that the said John W. Van Camp, as Trustee, may be decreed to pay the same out of the proceeds of the sale of said premises, and that this debt of this defendant may take precedence of, and have priority over the holders of bonds, and that this debt be paid first after payment of taxes, costs, charges and commissions, before any payment to the bondholders; and that this defendant, Walter H. McKimmie, may have the same benefits and advantages as if he had filed a Cross-Bill herein, and that the rights of said defendant may be protected and settled herein, as may be deemed just and equitable.

Walter H. McKimmie
Defendant.

Edward S. Walbridge
Atty. for Defendant.

Morris J. Quirk &
Ann B. Quirk

To
A. S. Blount.

Deed of Bargain and Sale.

EDWARD L. WALBRIDGE
ATTORNEY AND COUNSELOR AT LAW
LAW BUILDING
NORFOLK, VA.

Recd 1894
Vol 6229

In the Circuit Court
of the County of
Isle of Wight, Virginia

John W. Van Camp
Master
Martin Ship Cleaner Co.
Plaintiffs

Walter H. Mac Kinnis
Et al.

Defendants

Answer of Walter
H. Mac Kinnis

Edward L. Walbridge
Solicitor for Mac Kinnis

Filed
In the CLERK'S OFFICE of the
CIRCUIT COURT,
OF THE
COUNTY OF ISLE OF WIGHT
this 2 day of Feb. 1914
J. B. Johnson, Clerk

IN THE CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT, VIRGINIA

JOHN W. VAN CAMP, remaining Trustee under a mortgage or deed of trust of the Martin Ship Cleaner Company, to John W. Van Camp and Samuel F. Bagg, Trustees, dated May 15th, 1906,

-versus-

IN EQUITY.

SAMUEL F. BAGG, the MARTIN SHIP CLEANER COMPANY, a corporation, EVALINE MACKIMMEY, E. D. VAN BROCKLIN, JAMES W. SPENCER, J.A.DUTCHER, R.K.STEVENS, FRED B. SMITH, JAMES B. KIRKBRIDE, BYRON H. CLOW, JOSIE M. CHINERY, WM. A. NIMS, A. BERTRAND, SAMUEL L. BARNHART, SILAS W. FOSTER, F. E. SCHOOLCRAFT, WM. HYLAND, W. S. RICE, EMILY R. COOK, HERBERT V. CLARK, FRANK B. CLARK, C. H. PFISTER, FRANK H. FOLLETT, MARY E. MARTIN, and all others holding bonds secured by said mortgage, herein designated as "PARTIES UNKNOWN," C. J. CLARK and W. H. MACKIMMEY.

To the HONORABLE BENJAMIN D. WHITE,

JUDGE OF THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY:

John W. Van Camp, remaining Trustee under a deed of trust of the Martin Ship Cleaner Company, a corporation, to the said John W. Van Camp and Samuel F. Bagg, Trustees, dated the fifteenth day of May, 1906, humbly complaining, sheweth unto the Court:

(1) That your orator is a citizen and resident of the City of Watertown, in the County of Jefferson, in the State of New York;

(2) That the defendant, Martin Ship Cleaner Company, now is and was at all of the times hereinafter mentioned, a corporation duly organized and existing under and by virtue of the laws of the State of New York;

(3) That on or about the fifteenth day of May, 1906, the defendant, Martin Ship Cleaner Company, after all proper proceedings, did lawfully execute and deliver unto your orator and to Samuel F. Bagg, as joint trustees, the mortgage or deed of trust of said defendant, Martin Ship Cleaner Company, a copy of same marked Exhibit "A" being attached hereto and prayed to be read as a part hereof, conveying to the said trustees upon the trusts therein contained, reference to which is hereby made, and to secure equally and ratably, without priority the one over the other, the payment of principal and interest of the issue of mortgage bonds of said defendant, Martin Ship Cleaner Company, each in the principal sum of Five Hundred Dollars payable on the first day of July, 1911, each bearing interest from the first day of July, 1906, until paid, at the rate of six per centum per annum, payable semi annually, and each being in the words and figures contained in a

copy thereof made a part of said mortgage or deed of trust, reference to which is hereby made, and said issue of bonds being of the aggregate face value of One Hundred Thousand Dollars, the following property, also particularly described in said mortgage or deed of trust, reference to which is hereby made, to-wit:

✓ "All that certain tract or parcel of land situate, lying and being in the County of Isle of Wight, and State of Virginia, containing by estimation three hundred and ten (310) acres, be the same more or less, and bounded as follows: By the Coke Lands, the lands of Samuel Wilson, John Williams, Samuel Bowser, George T. Whitley, Joseph Wooley and the James River, being a part of the tract of land known as "Burleigh or the Robert Wilson River Farm," and being the same property which by deed bearing date on the first day of January, 1894, and duly of record in the Clerk's Office of the Circuit Court for the County of Isle of Wight in Deed Book 58, page 489, was conveyed to Evaline MacKimmie by V. Wrenn and others save and except so much thereof as was conveyed by the said Evaline MacKimmie to Vesta A. Converse, by deed bearing date on the 22d day of November, in the year 1897, and duly of record in the Clerk's Office aforesaid, to which deed reference is hereby made for a full description of the parcel so conveyed.

Also all of the rights of the said Martin Ship Cleaner Company in and to certain patents granted to William Martin and by him assigned to the said Martin Ship Cleaner Company, covering a certain device relating to ship cleaners; also any and all rights, grants, franchises, privileges, permissions, patents, good will, copyrights, trade-marks, appliances, machinery, accounts, bills receivable, evidence of indebtedness, bonds, stocks and all other property of every name, kind and nature, whether real, personal or mixed, owned or hereafter acquired by the Martin Ship Cleaner Company.

It being the intent, purpose and meaning hereof to hereby convey for the purposes herein expressed, all of the property of the said Cleaner Company of every name, nature and description, real, personal, or mixed, owned, held, used or occupied by it, or hereafter acquired, owned, held, used or occupied by it, together with all and singular the tenements, hereditaments and appurtenances belonging to the property hereby conveyed, or in any way appertaining thereto, and the reversions, remainders, incomes, rents, issues and profits thereof, and also all franchises, estates, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the Cleaner Company in and to the same and any and every part thereto with the appurtenances which the said Cleaner Company now has or may hereafter acquire.

(4) That thereafter, and on or about the fifteenth day of May, 1906, the said defendant, Martin Ship Cleaner Company, lawfully executed and issued and caused to be authenticated by your orator and Samuel F. Bagg, as trustees under said mortgage or deed of trust, its said several bonds in said denominations above set forth, amounting in the aggregate to the principal sum

of One Hundred Thousand Dollars, and that a majority, if not all, of said bonds were duly sold and delivered for value to various persons and corporations, whose names are unknown to your orator;

(5) That your orator is informed and believes that Evaline MacKimmie, of the City of Norfolk, in the State of Virginia; E. D. Van Brocklin, of Canton N.Y.; James W. Spencer, of Gouverneur; Fred B. Smith, of Watertown N.Y.; James B. Kirkbride, of Massena N.Y.; _____; Byron H. Clow, of Syracuse N.Y.; Josie M. Chinery, of Watertown N.Y.; Wm. A. Nims, of Waterloo N.Y.; Samuel L. Barnhart, of Massena N.Y.; Silas W. Foster, of _____; Adgersburg N.Y.; Wm. Hyland, of Watertown N.Y.; W. S. Rice, of Albany N.Y.; Emily R. Cook, of Copenhagen N.Y.; Herbert V. Clark, of Dexter N.Y.; Frank B. Clark, of Dexter N.Y.; Mary E. Martin, of Watertown N.Y.; and J. A. Dutcher, R. K. Stevens, A. Bertrand, F. E. Schoolcraft, C. H. Pfister and Frank H. Follett, whose respective residences are unknown to your orator, and divers other persons whose names and residences are unknown to your orator, and are herein now designated as "Parties Unknown," are the holders of all of said bonds so issued and now outstanding.

(6) That notwithstanding its covenant contained in said mortgage or deed of trust, reference to which is hereby made, to pay all taxes, levies and assessments upon the property herein described, the said defendant, Martin Ship Cleaner Company has failed to pay such taxes, and in particular the assessments and taxes levied upon the said property by the State of Virginia and the County of Isle of Wight, for the years 1908, 1909, 1910, 1911, 1912 and the current year, and that your orator is informed and believes that the said taxes for the said year 1909 have been paid to the Treasurer of the said County by C. J. Clark, of Smithfield, Va., who has assigned his claim against said lands by virtue of said payment, to

County of Isle of Wight

W. H. MacKimmie, of the ~~City of Norfolk~~, Virginia, and that said W. H. MacKimmie has paid the said taxes upon the said lands for the subsequent years up to and including the year 1911, and that said taxes for the years 1912 and 1913 remain due and owing to the Treasurer of the said County of Isle of Wight, in the State of Virginia;

(7) That your orator has offered to refund to the said W. H. MacKimmie the amount of said taxes paid by him and by his assignor, the said defendant, C. J. Clark, with all lawful charges for costs, interest and penalties added thereto, as required by law, and that the said W. H. MacKimmie has refused to accept the same, and now makes claim to title to the said lands by virtue of the payment of said taxes as aforesaid; and that your orator is informed and believes that the said W. H. MacKimmie intends to apply to this Honorable Court for a deed conveying to him the said lands in consideration of the payment by him of the said taxes as aforesaid;

(8) That your orator has deposited with the Clerk of this Honorable Court the sum of \$ 120.²³, being the amount of said taxes paid by the said C. J. Clark and the said W. H. MacKimmie, upon said lands, with all lawful charges for interest, costs and penalties provided by law added thereto;

(9) That in accordance with a provision contained in said mortgage or deed of trust, reference to which is hereby made, and after complying with the terms and conditions therein prescribed for such purpose, your orator and the said Samuel F. Bagg duly accepted the trust created in and by said mortgage or deed of trust, and caused the same to be duly recorded in the Clerk's Office of this Honorable Court, on the 6th day of February, 1908, and that in, or about, the year 1909 the said Samuel F. Bagg, as such Trustee, duly resigned his said trust, and that no trustee has ever been appointed or elected to replace him as provided in said mortgage or deed of trust, or other-

wise, and that your orator is the sole remaining Trustee under, and pursuant to the terms of, said mortgage or deed of trust;

(10) That the said defendant, Martin Ship Cleaner Company, has failed to pay the interest and principal due upon the said bonds, or to observe the covenants contained in the said mortgage or deed of trust, although the said bonds and interest coupons thereto attached have been duly presented for payment at the Jefferson County National Bank, at Watertown, New York, as provided by said mortgage or deed of trust, and that the said defendant, Martin Ship Cleaner Company, is now in default in the payment of said principal and interest due upon said bonds, and in the observance of the covenants and conditions contained in said mortgage or deed of trust;

(11) That such default in the payment of said principal and interest, and in the observance of the said covenants, has continued for a period of more than six months after written notice of such default made by your orator to the said defendant, Martin Ship Cleaner Company, and that the holders of more than one-third of the amount of such bonds then and now issued and outstanding, have, since the expiration of the said period of six months last named, duly requested your orator in writing, as provided in said mortgage or deed of trust, to institute and prosecute these proceedings for the enforcement of the lien created by said mortgage or deed of trust, and for the sale of the properties, rights, franchises, privileges and immunities conveyed by said mortgage or deed of trust.

IN TENDER CONSIDERATION WHEREOF your complainant prays that the said Samuel F. Bagg, the Martin Ship Cleaner Company, a corporation, Evaline MacKimmie, E. D. Van Brocklin, James W. Spencer, J. A. Dutcher, R. K. Stevens, Fred B. Smith, James B. Kirkbride, Byron H. Clow, Josie M. Chinery, W. A. Nims, A. Bertrand, Samuel L. Barnhart, F. E. Schoolcraft, Wm. Hyland,

W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark, C. H. Pfister, Frank H. Follett, Mary E. Martin and S. F. Foster, and all other persons holding any of said bonds, and now designated as "Parties Unknown," C. J. Clark and W. H. MacKimmie, be made parties defendant to this bill, and required to answer the same, but not under oath, answer under oath being hereby expressly waived; that all proper process issue; that all proper orders and decrees be entered and inquiries directed; that the said real estate be sold; that the defendants hereto, other than the holders of the said bonds, may be forever barred from claiming right, title, interest, benefit or equity of redemption in and to the property herein described, and that the said defendants, C. J. Clark and W. H. MacKimmie, and all persons claiming under either of them may be perpetually enjoined from obtaining any deed, or making any claim to the property situated in the said Isle of Wight County, hereinabove described; and that the moneys derived from the sale of the said property be disposed of in accordance with the order of this Court, but that there be first paid the costs, allowances and expenses of this action, including the costs and expenses of sale, the fee, commissions and necessary disbursements of your orator, the Trustee, and a reasonable fee to counsel for your orator for bringing and conducting this suit, and that the balance then remaining be applied first to the payment of the amounts owing to the holders of the bonds and coupons herein referred to, who shall come in and prove the same, equally and ratably, without priority the one over the other, and that any surplus, after the foregoing disbursements, be paid to the defendant, Martin Ship Cleaner Company, or to whomsoever it shall equitably or lawfully belong, as determined and directed by this Court; that the defendant Martin Ship Cleaner Company, may be adjudged to pay any deficiency that may remain due upon the principal and interest of said bonds, if there be such deficiency after applying said moneys to said payment; and that your orator

may have all such other further and general relief as the nature of his case may require and to equity may seem meet.

And he will ever pray, etc.

John W Van Camp

Fulfil & Swan Attorneys for plaintiff
Wm L Davis Wm L Davis
Counsel. Wm L Davis

STATE OF NEW YORK,

COUNTY OF Jefferson,

This day personally appeared before me, _____

Lucy E. Zimmer, a Notary Public in and for the County aforesaid,
in the State of New York, JOHN W. VAN CAMP, who made oath that the statements
made in the foregoing Bill, as of his own knowledge, are true, and that those
made upon information and belief, he believes to be true.

GIVEN UNDER MY HAND this 25 day of November, A.D.,

1913.

Lucy E. Zimmer
Notary Public.

My commission as Notary

expires on the 3 day

of March 1914.

4
IN THE CIRCUIT COURT OF THE
COUNTY OF ISLE OF WIGHT, VIRGINIA.

JOHN W. VAN CAMP, Remaining
Trustee under a mortgage or deed
of trust of the Martin Ship
Cleaner Co. to John W. Van Camp
and Samuel F. Bagg, Trustees,

vs. In Equity

SAMUEL F. BAGG, the Martin Ship
Cleaner Company, a corporation,
EVALINE MACKINNEY, et als.

B I L L

1913
Dec 1st
Recd
1800

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

ISLE OF WIGHT, VA.,

May 13 19 33

M

Hugh W. Davis Attorney at Law
Norfolk Va.

To **R. A. EDWARDS, Jr.**

CLERK OF THE CIRCUIT COURT OF ISLE WIGHT COUNTY

COMMISSIONER IN CHANCERY

PROMPT SETTLEMENT OF ACCOUNTS RENDERED INSURES PROMPT ATTENTION TO FUTURE WORK

In re Van Camp vs McKenney.

*To clerk costs accrued from 1916 to date
of dismissal*

\$ 9 65

**RECEIVED
PAYMENT**

5/18/33

R. A. EDWARDS, Clerk

For J. B. N.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

JOHN W. VAN CAMP, etc.,)

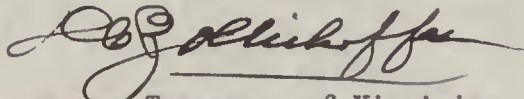
In Chancery

v.)

No. 160

EVALINE MCKIMMEY.)

RECEIVED of Hugh W. Davis, Special Commissioner,
the sum of One Hundred and Eight Dollars and Twenty-eight cents
(\$108.28), deposited with the undersigned pursuant to the terms
of a certain decree entered on the 26th day of April, 1933, in
the Circuit Court of the County of Isle of Wight.


Treasurer of Virginia.

Dated May 18, 1933.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT.

John W. Van Camp, etc.,	)	
v.	)	In Chancery
Evaline McKimney,	)	#160

To the Honorable B. D. White,
Judge of said Court:

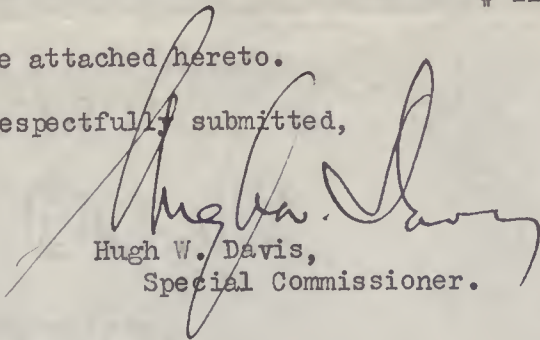
Hugh W. Davis, Special Commissioner herein,
respectfully represents as follows:

That pursuant to a decree entered in this cause
on April 26th, 1933, he has made the following disbursements:

To R. A. Edwards, Clerk,	\$ 9.65	
To Treasurer of Virginia,	<u>108.28</u>	
		\$ 117.93

Receipts are attached hereto.

Respectfully submitted,


Hugh W. Davis,
Special Commissioner.

Dated May 18, 1933.

VIRGINIA: IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

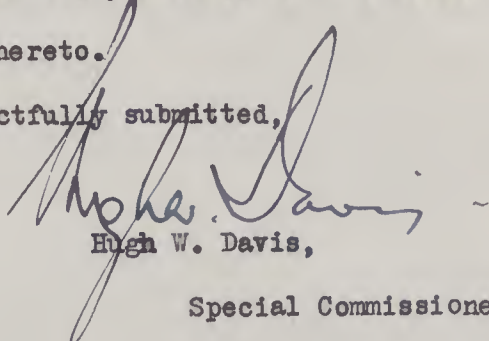
JOHN W. VAN CAMP, Trustee,
v.
McKIMMEY, et als.

Report of Hugh W. Davis, Special Commissioner herein,
respectfully represents as follows:

1. That there have been no receipts or disbursements by
the undersigned Commissioner in this cause since the filing of
his last report herein;

2. That the balance of One Hundred and Seventeen Dollars and
Ninety-three cents (\$117.93) referred to in said report remains in the
hands of the undersigned Special Commissioner, subject to application
in accordance with the decree previously entered in this cause, upon
demand of the parties entitled thereto.

Respectfully submitted,


Hugh W. Davis,

Special Commissioner.

Van Camp.
No # 160 by
Mr Kemmie.

Find

4/12/33

RA Cairns

uh

Smith Lake, Tenn

LAW OFFICES OF
HUGH W. DAVIS AND WILLIAM L. PARKER
NATIONAL BANK OF COMMERCE BUILDING
NORFOLK, VA.

April 11,
1933.

Mr. R. A. Edwards,
Clerk, Isle of Wight County, Va.

Re: Van Camp v. McKimney.

Dear Sir:-

Supplementing my letter of April 7th:

I am enclosing herewith Supplemental Report in this matter from which you will notice that I find the balance of \$117.93, referred to in my letter, remains undisturbed.

Yours very truly,



Hugh W. Davis.

HWD:H
Encl.

VIRGINIA: IN THE CIRCUIT COURT OF
THE COUNTY OF ISLE OF WIGHT.

JOHN W. VAN CAMP, etc.,

v. In Chancery
#160

EVALINE McKIMMEY,

Report of Hugh W. Davis,
Special Commissioner.

VIRGINIA IN THE CLERKS OFFICE
OF ISLE OF WIGHT COUNTY.

5/23 1933
Received and filed.

H. A. Edmunds Clerk

LAW OFFICES OF
HUGH W. DAVIS AND WILLIAM L. PARKER
NATIONAL BANK OF COMMERCE BUILDING
NORFOLK, VA.

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA,

March 14th, 1921.

PAY TO THE
ORDER OF

Eveline Mc Kenzie, or John A. Buchanan, Attorney \$ 787. 20

Seven Hundred & Eighty-one & 20/100 DOLLARS

No.

31

Can. exp.
Martin Lipman is.

Wm. L. Dwyer
Special Commissioner

Eveline MacFarlane

550



IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA:

JOHN W. VAN CAMP, Trustee,

v.

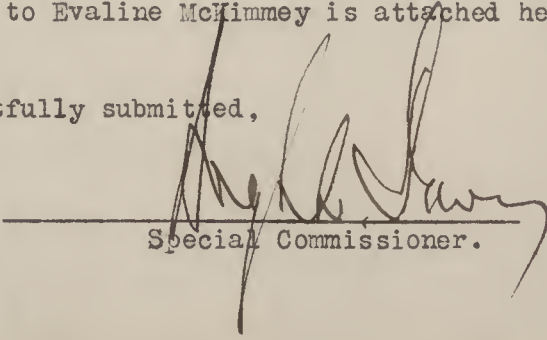
McKIMMEY, et als.

The report of Hugh W. Davis, Special Commissioner herein, respectfully represents as follows:

1. That there have been no receipts by the undersigned Special Commissioner in this cause since the filing of his report herein on the 15th day of September, 1917, from which report it appears there remained in the hands of the undersigned Special Commissioner on said date, on deposit with the Norfolk National Bank, Norfolk, Virginia, the sum of Eight Hundred Ninety Nine and Thirteen One-Hundredths Dollars (\$899.13);
2. That since said date, and pursuant to the order of this Court entered herein on the 17th day of January, 1916, the undersigned has disbursed the sum of Seven Hundred Eighty-One and Twenty One-Hundredths Dollars (781.20) to Evaline McKimney, as dividend, in accordance with the terms of said order, of Five and Sixty-Four One-Hundredths Per Cent. (5.64%) (less reservation of thirty cents (30¢) per bond for taxes) upon Bonds consecutively numbered Two (2) to twenty-nine (29), inclusive, presented and endorsed for such dividend;
3. That the balance in the Norfolk National Bank to the credit of the undersigned Special Commissioner is the sum of One Hundred Seventeen and Ninety-Three One-Hundredths Dollars (\$117.93).

Voucher for said payment to Evaline McKimney is attached hereto.

Respectfully submitted,


Special Commissioner.

25
15
125
25
375

IN THE CIRCUIT COURT OF ISLE OF
WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, Trustee,

v.

McKIMMEY, ET ALS.

Report of Special Commissioner.

11/5/23
Filed
N.W.C.

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, May 1st, 1916

PAY TO THE
ORDER OF

Field & Swan ^{Atty.} R. T. Stearns \$ 5-6.40

Fifty-six & 40/100 DOLLARS

No. 26

MILTON C. JOHNSON COMPANY N.Y.

[Signature]
Special Commissioner, Pay Camp V,
Martin's Creek, Cleaver Co.

Pay to Order of AMT
ONE HUNDRED
THE JEFFERSON CO. NAT'L
WATERTOWN, N. Y.
B. Schuyler, Cashier

Fick
 Acty's
 Mrs. Susan

THE GREAT EASTERN
INSURANCE CO. OF
NEW YORK
JAN 29 1917
ST. NATION, N.Y.

JAN 29 1917
 THE FIRST NATIONAL
 9-20 PHILADELPHIA
 THOMAS W. ANS

20 PHILADELPHIA, PA.
THOMAS W. ANDERSON

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA,

September 15th 1917.

PAY TO THE
ORDER OF

Edward L. Hallbridge, Attorney

for \$5-6²⁸/₁₀₀

Walter Max Hoffmann

Fifty six & 28/100

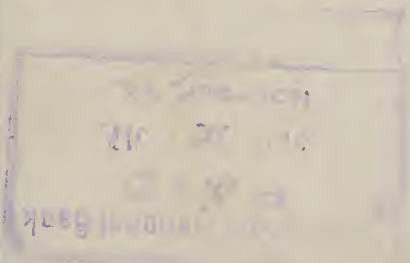
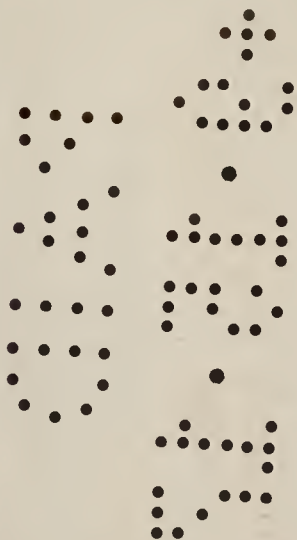
DOLLARS

No. 30.

WILSON JOHNSON COMPANY, N.Y.

By A. H. Davis
Special Commissioner, J. M. Van
Camp & Co. Martin, High, Cleland & Co., et al.

Edward S. Walbridge
Attorney for
Eveline Mae-
Kimmie



IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v.

McKIMMEY, et als.

The report of Hugh W. Davis, Special Commissioner herein, respectfully represents as follows:

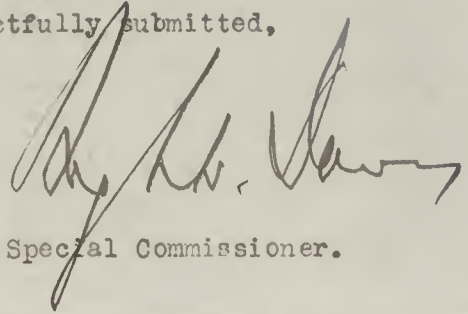
That there have been no receipts by the undersigned Special Commissioner in this cause since the filing of his report in this cause on the ~~14~~ 4 day of *January* ~~December~~, 1916, but that the sum of Five (\$5.00) Dollars has been disbursed to reimburse the undersigned Special Commissioner for the amount expended for a revenue stamp on the deed conveying the property forming the subject matter in this proceeding, pursuant to the decree entered herein on the 11th day of October, 1915, which sum of Five (\$5.00) Dollars is not charged on the account previously filed herein, and that in addition thereto the sum of Fifty-six and 28/100 (\$56.28) Dollars has been paid Edward L. Walbridge, Attorney for Evaline McKimney, as a dividend of Twenty-eight and 20/100 (\$28.20) Dollars on bonds Nos. 1 and 30, less a deduction of the sum of six cents each, reserved for taxes on such amount, voucher for which payment is attached hereto as a part of this report, and that the balance in The Norfolk National Bank to the credit of the undersigned Special Commissioner is the sum of Eight Hundred and Ninety-nine and 13/100 (\$899.13) Dollars.

That there is attached hereto marked exhibit "A" and made a part of this report voucher for the sum of Fifty-six and 40/100 (\$56.40) Dollars referred to in his report filed herein on the 4 day of *Dec*, 1916, representing disbursement to R. K. Stevens as dividend on bonds Nos. 34 and 35.

That the failure of the undersigned to file semi-annual reports herein since the filing of said report filed on the 4 day of *Dec* 1916, has been due to the fact that the undersigned has been in the

United States Army during said period.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Chas. H. Hawes", written in a cursive style. The signature is positioned above the typed name "Special Commissioner.".

Special Commissioner.

71
IN THE CIRCUIT COURT OF ISLE
OF WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v.

McKIMMEY, et als.

Report of Hugh W. Davis,
Special Commissioner.

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

Mr. *Martin Ship Cleanings Co.*, Dr.
 To **W. E. LAINE**, Treasurer of Isle of Wight County, Va.

HARDY DISTRICT
 No. **597**

1915	State Taxes	County Levies	District Levies	TOTAL TAXES AND LEVIES
	10c. on \$100, Support of Public Schools Intangibles, 65c. Income, 1%	Gen'l Co. 35 c. on \$100 Co. Schools 15 c. on \$100 Poor - - 7½c. on \$100 Co. Roads 5 c. on \$100 TOTAL 62½c.	Dis. Schools 35c. on \$100 Dis. Roads 30c. on \$100 TOTAL 65c. Intang. for Dis. Roads, 30c.	
310 Acres, valued 3500	350	21 87	22 75	
Acres, valued				
Acres, valued				
Acres, valued				
Per. Prop.—Sched. B., val				
Int. Per. Prop.—Classes 1,2,3,4, & 7				
Int. Per. Prop.—Fiduciaries, Class 5				
Stock Merchandise, val.				
Money on Dep., 20c. on \$100				
Income—Sched. D, 1%				
Total valuation -				
Capitation -				1 50
TOTAL - - - - -				48 12
5% Penalty added Dec. 1, 1915 - - - - -				2 41
TOTAL TAXES AND PENALTY - - - - -				50 53

W. E LAINE, Treas.
PAID
JAN 26 1916

Received payment.....day of....., 191.....
 EVERETT WADDEY CO. RICHMOND, VA. Treasurer, per.....

January 20th, 1916.

Van Camp v. Martin Ship Cleaner Co., et als:

Messrs Field & Swan,

Attorneys at Law,

Watertown, N. Y.

Dear Sirs:--

Please find enclosed checks as follows directed
by decree in the above matter entered today, as of January
17th:

Your order,	1,000.00
Lacy E. Zimmer,	60.00
John W. Van Camp,	672.42

Very truly yours,

HWD/R

Enc.

Virginian and Pilot Publishing Co.

NORFOLK, VIRGINIA.

Norfolk, Va.,

Jan 22 1916

Received of Mr. Hugh C. Davis, Receiver
Eighteen & 00/100

Dollars

for ad. Van Camp V. Marine Ship Cleaner Co., et al.

Virginian and Pilot Publishing Co.

\$ 18⁰⁰

Per

W. P. Wilkerson

Norfolk, Va., January 20th, 1916.

Received of Hugh W. Davis, Special Commissioner, in the matter
of John W. Van Camp, Trustee, v. McKimsey, et als, the following items:

Commissions allowed by law, \$109.00

Expenses Norfolk to Smithfield and
return, in making sale, 2.50


Special Commissioner.

Norfolk, Va., January 20th, 1916.

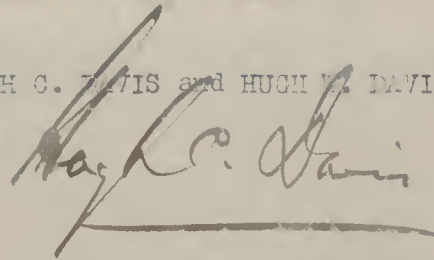
Received of Hugh W. Davis, Special Commissioner, in the matter
of John W. Van Camp, Trustee, v. McKinney, et als, the following item:

Allowance to counsel for complainant in
prosecuting this suit,

\$300.00

HUGH C. DAVIS and HUGH W. DAVIS, Attorneys,

By

A handwritten signature in dark ink, appearing to read "Hugh C. Davis", is written over a horizontal line. The signature is stylized with a large, sweeping initial "H".

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA.

PAY TO THE
ORDER OF

Walter H. Williams, Jr.

Jan 20th 1916
Edward L. Walbridge, Jr.
\$ 263. ²⁶/₁₀₀

Two Hundred & Sixty Three ²⁶/₁₀₀ DOLLARS

No.

3

Van Camp

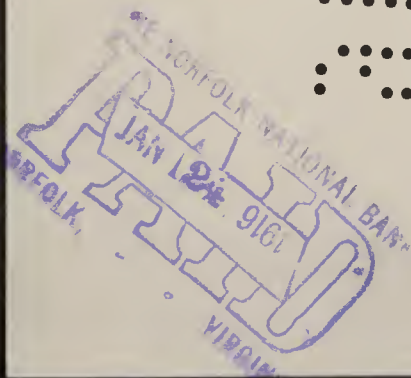
v.

Shaw-Tee & Co.

Wm. H. Davis
Special Commissioner

Edward L Walbridge
Attorney.

Walter H McKimney



THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, March 16th, 1916

PAY TO THE
ORDER OF

Field & Swan, Attys, or S. W. Foster, \$ 112.⁸⁰
One Hundred & Twelve & 80/100 DOLLARS

No. 11

MILTON C. JOHNSON COMPANY N.Y.

Special Commissioner, John W. Van Camp v. Martin Ship Cleaner Co, et al.

Field of Swan Alps
by
Crisp Swan

1-8
MAY 21 1916
PAY TO THE ORDER OF
THE BANK OF NEW YORK
AND CANTON, N. Y.
Cashier.

RECEIVED
MAY 22 1916
THE VIRGINIA
OF VIRGINIA
VIRGINIA

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, March 16th, 1916.

PAY TO THE
ORDER OF

Field & Swan, Attys, or John A. Sutcler, \$ 28. 20

Twenty-eight ²⁰/₁₀₀ DOLLARS

No. 28. 20

MILTON C. BRADSHAW COMPANY

Wm. H. Shaw
Special Commissioner, John W. Van Camp
W. Martin Ship Cleaner Co. et al.

Field & Swan Atty
by
M. W. Swan

3-23-1900
The First National Bank of New York
All other banks and branches
MAR 23 1900
TO THE ORDER OF
THE BANK OF NEW YORK

PAY TO THE ORDER OF
CENTRAL NATIONAL BANK
107 BROADWAY, N. Y.
CITY

RECEIVED PAYMENT
MAR 23 1900

The Mayor
OF NEW YORK
MAR 23 1900
NEW YORK NATIONAL BANK
NEW YORK
VIRGINIA

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, March 16th, 1916

PAY TO THE
ORDER OF

Field & Swan, Attys at Law, S. James \$ 28. 20

Twenty-eight & 20/100 DOLLARS

No. 16

MILTON C. JOHNSON COMPANY N.Y.

Special Commissioner, John W. Paulcomb
W. Martin Ship Cleaner Co. et al.

Field & Lucas Atty
by
M M Swan

RECEIVED
MAR 21 1915
PHILADELPHIA PA
1-C

TO THE CASHIER OF
THE BANK OF
PHILADELPHIA
NATIONAL BANK
NEW YORK, N. Y.

REGISTERED
MAR 22 1915
The M. J. S. Co.
NEW YORK

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA

March 16th, 1916

PAY TO THE
ORDER OF

Field & Swan, Attys, or W. S. Rice, \$84.60

Eighty-four & 60/100 ————— DOLLARS

No. 12.

John W. Van Landuyt
Special Commissioner, John W. Van Landuyt,
C. Martin Ship Cleaner Co., et. al.

Fuld & Swan attys
by
M. M. Swan

3-1
The Philadelphia National Bank
All prior endorsements guaranteed
MAY 21 1916
PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.

THE ORDER OF
THE NATIONAL BANK
NEW YORK, N. Y.

THE NORFOLK NATIONAL BANK
MAY 22 1916
NORFOLK, VIRGINIA

The Virginia Bank
OF NORFOLK, VA.

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, *March 16th*, 191*6*

PAY TO THE
ORDER OF

Field & Swan, Attys, or Emily Cook \$*28.20*

Twenty-eight & 20/100

DOLLARS

No. *13*

MILTON JOHNSON - NEWARK, N. J.

*Special remittance from W. VanLamp,
W. Martin & Co. to sub Co, etc. etc.*

Field & Swan Atty
by
M. M. Swan

3-1
The Philadelphia
All the proceeds of this
PAY TO THE ORDER OF

PAY TO THE ORDER OF
PHILADELPHIA NATIONAL BANK
Philadelphia, Pa.

Received of J. I. Guay, Treasurer, N. Y.
Schuyler, Collector.

THE NORFOLK NATIONAL BANK
NORFOLK, VIRGINIA
MAR 1 1891
The Treasurer of the
VIRGINIA

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA

March 14th, 191*6*

PAY TO THE
ORDER OF

Field & Swan, Attys, or James B. Kirkbride \$ *28. ²⁰/₁₀₀*

Twenty-eight & ²⁰/₁₀₀ DOLLARS

No. *14.*

MILBURN JOHNSON COMPANY N.Y.

*Special Comptroller, John W. van Camp,
W. Martin Ship Cleaner Co., etc. also.*

Fuld & Swan Atty's
Wm Swan

PAID TO THE ORDER OF
ANY BANK, BANKER, OR
ALL OTHERS, BY THE
TREASURER OF THE
CITY OF NEW YORK,
MAR 21 1911

PAY TO THE ORDER OF
PHILADELPHIA NATIONAL BANK
PHILADELPHIA, P. A.
N. Y.

NORFOLK NATIONAL BANK
MAR 22 1911

RECEIVED
THROUGH
MAR 22 1911
The Marine Bank
OF NORFOLK, VA

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA

March 16th, 1916

PAY TO THE
ORDER OF

Field & Swan, Attys, or S. B. Barnhart, \$ 335. ⁴⁰/₁₀₀

Three Hundred & Thirty-eight & ⁴⁰/₁₀₀ DOLLARS

No. 17

PRINTED BY C. JOHNSON COMPANY, N.Y.

Special Commissioner, John W. Ray Camp,
V. Martin & Co. Cleaners Co., et al.

Field & Swan Atty
by
John Swan

PAY TO THE ORDER OF
ALL BANK BANKERS OF THE
MAR 21 1895
ALL BANK BANKERS OF THE

PAY TO THE ORDER OF
ATLANTA NATIONAL BANK
ATLANTA, P. A.
MAR 21 1895
CASHIER.

MAR 21 1895
The National Bank
OF NEW YORK

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, March 16th, 1916

PAY TO THE
ORDER OF

Field & Swan, Attys or B. H. Clow, \$ 56. 40

Fifty-six & 40/100 DOLLARS

No. 15-

MILTON J. JOHNSON COMPANY N.Y.

Special Commisaries, from W. Van Camp,
W. Martin Fish Chandler Co. et al.

Fuld & Swanwick
by
Messrs J. & W. Swanwick

TO THE ORDER OF
THE BANK OF AMERICA
NEW YORK
ALL OTHER BANKS
NEW YORK
MAR 22 1915
501 N. 3rd St.
NEW YORK

PAY TO THE ORDER OF
PHILADELPHIA NATIONAL BANK
PHILADELPHIA, P. A.
111 Bank, Watertown, N. Y.
Cadyler, Cashier

RECEIVED

Through

MAR 22 1915

The Marine Bank
OF NORFOLK, VA.

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, March 22nd, 1916.

PAY TO THE
ORDER OF

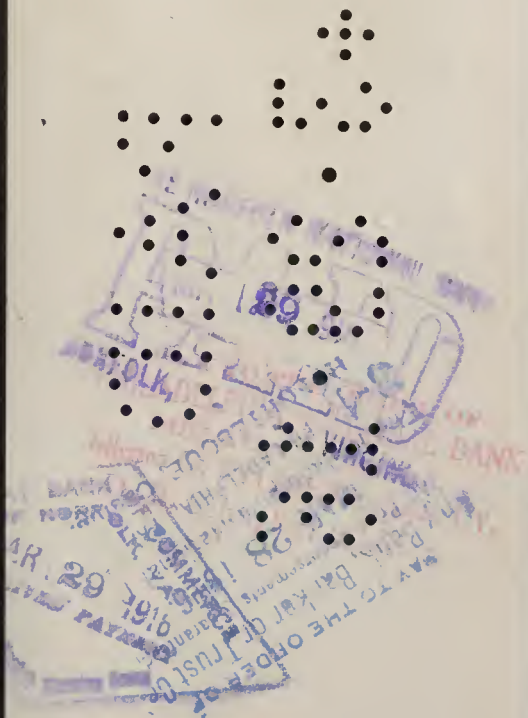
Field & Swan, Atty, or D. A. Munn \$ 28. ²⁰

Twenty-eight & ²⁰/₁₀₀ DOLLARS

No. 21

Wm. H. Davis
Special Commissioner, Van Camp & Co.
Martin Ship Cleaner Co.

Fuld & Swan Allys
by
Chas M Swan



68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, *March 22nd* 1916.

PAY TO THE
ORDER OF

Field & Swan, Attys, or J. M. Clavery \$ *28.20*

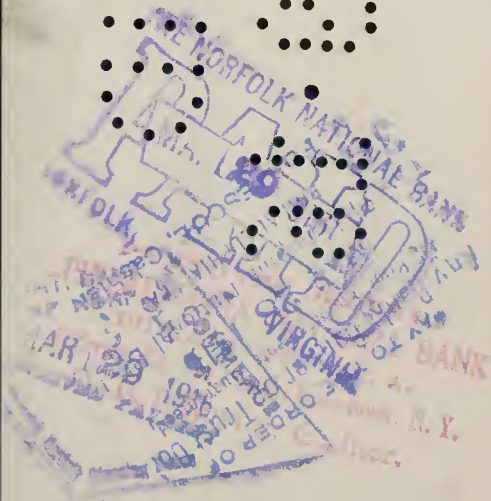
Twenty-eight & 20/100 DOLLARS

No. *20.*

MILTON C. JOHNSON COMPANY, N. Y.

Thos. H. Shors
Special Commissioner, Van Camp & Co.
Martin Ship Cleaner Co.

Field & Swarthby
by
W. M. Swan



68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, March 22nd, 1916.

PAY TO THE
ORDER OF

Field & Lewis, Atty. v. Mary J. Martin \$ 282.⁰⁰

Two Hundred & Eighty-Two & 00/100 DOLLARS

No. 22.

W. L. B. & J. H. B. COMPANY N. Y.

W. L. B. & J. H. B.
Special Commission, Van Camp v.
Martin & his Cleaner Co.

Field & Juan Alps
by
W. M. Swan



68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA,

March 22nd, 1916.

PAY TO THE
ORDER OF

Field & Swan, Attys, or H. J. & J. P. Clark, \$ 84. ⁶⁰/₁₀₀

Eighty-four ⁶⁰/₁₀₀

DOLLARS

No.

19.

ALFRED C. JOHNSON, SECRETARY

Robert Harris
Special Commissioner, Van Camp & Co.
Martin Ship Clearing Co.

Field & Juan Alps
by
Robert Inman

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, May 1st, 1916.

PAY TO THE
ORDER OF

Field & Susan City, or F. B. Smith, \$ 112.⁸⁰

One Hundred & Twelve & ⁸⁰/₁₀₀ DOLLARS

No. 28

MILTON C. JOHNSON - CHICAGO, ILL.

Apch. Davis
Special Commissioner, Van Camp, &
Martin & Co. Cleaners Co.

2 MAY 10 1961

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, May 1st, 1916

PAY TO THE
ORDER OF

Field & Swan, Attys, or F. H. Foote, \$28. ²⁰/₁₀₀

Twenty-eight & ²⁰/₁₀₀

DOLLARS

No. 24

MILTON C. JOHNSON - CHASMAN, N.Y.

Wm. L. Davis
Special Commissioner, Camp &
Martin Ship Cleaner Co.

Field & Swan Atty's
WOMAN

PAY TO THE ORDER OF
PHILADELPHIA NATIONAL BANK
PHILADELPHIA, P. A.
JAMES C. Cat'l Bank, Martown, N. Y.
D. B. Schuyler, Cashier.

PAID TO THE ORDER OF
JAMES C. Cat'l Bank, Martown, N. Y.
D. B. Schuyler, Cashier.

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA,

May 1st, 1916

PAY TO THE
ORDER OF

Field & Swan, Attys, S. L. Bassant, \$ 56. ⁴⁰/₁₀₀

Fifty-six & ⁴⁰/₁₀₀

DOLLARS

No. 255

MILTON J. JOHNSON SENIOR N.Y.

Special Commissioner, Gen. Camp v.
Martin & Co. Deane & Co.

Field & Swan City.
M M Swan

PAY TO THE ORDER OF
PHILADELPHIA NATIONAL BANK
PHILADELPHIA, P. A.
Co. Nat'l Bank, Watertown, N. Y.
D. B. Schuyler, Cashier.

MAY 10 1896

9/6

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA, May 1st, 1916.

PAY TO THE
ORDER OF

Field & Swan, Attys., c/o F. Z. Schoolcraft, \$ 56. ⁴⁰

Fifty-six & 40/100

DOLLARS

No. 27.

MILTON C. JOHNSON COMPANY N.Y.

W. H. Davis
Special Commissioner Pan Camp, v.
Mathis Ship Cleaner Co.

Fuld & Swan Atty's
Chas M Swan

PAY TO THE ORDER OF
PHILADELPHIA NATIONAL BANK

PHILADELPHIA, P. A.
Fifteen Dollars, No 123456789, New York, N. Y.

D. B. Schuyler, Cashier.

PHILADELPHIA NATIONAL BANK
MAY 17 1861
FOLK,
VIRGINIA

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA,

May 1st, 1916

PAY TO THE
ORDER OF

Field & Swann, Attys, or C. H. Pfister, \$ 28. 20

Twenty-eight & 20/100

DOLLARS

No. 23

MILTON C. JOHNSON, CHAS. H. JOHNSON

Special Machinery Van & Camp & Co.
Marine Ship Cleaner Co.

Field & Swan Atty's
Wm Swan

PAY TO THE ORDER OF

ny Bank, Banker or Trust Co.

All other banks and institutions

MAY 16 1916

he Philadelphia National Bank

3-1 Philadelphia, Pa. 3-1

H. FORTESSCO

PAY TO THE ORDER OF
ADELPHIA NATIONAL BANK
PHILADELPHIA, P. A.

Garrison Co. Nat'l Bank, Watertown, N. Y.

D. B. Schuyler, Cashier

68-37

THE NORFOLK NATIONAL BANK

NORFOLK, VIRGINIA,

July 31st, 1916

PAY TO THE
ORDER OF

Field & Swan, Atty, or E. S. Van Dine, \$28. 20

Twenty-eight & 20/100

DOLLARS

No. 29

MILTON C. JOHNSON, CHARTERED BY

Wm. H. Davis
Special Commissioner, Van Camp v.
Martin Ship Cleaner Co.

Field & Swan Atty
W M Swan

PAY TO THE ORDER OF ANY
BANK, BANKER OR TRUST CO.,

Previous Endorsements Guaranteed,

AUG 4 1910

THE FIRST NATIONAL BANK.

3-20 PHILADELPHIA, PA 3-20

THOMAS W. ANDREW, Cashier

PAY TO ORDER OF NEW YORK BANKER

THE JEFFERSON CO. NAT'L BANK
WATERTOWN, N. Y.

D. B. Schuyler, Cashier.

THE FIRST NATIONAL BANK
WATERTOWN, N. Y.
JUL 27 1910

FIELD & SWAN

ATTORNEYS AND COUNSELORS

34-38 SAVINGS BANK BUILDING

WATERTOWN, N. Y.

BRAYTON A. FIELD

MASON M. SWAN

January 24, 1916.

Davis & Davis,

Norfolk, Va.

Gentlemen:

Your favor of recent date received, with checks enclosed, as stated, covering our services and disbursements in the case of Van Camp against Mac Kimmie, and also check for commissioner's fees. Please accept our thanks for the same. We assume that the property went to Mr. Crockett in accordance with the sale made upon the date I was there. I was in hopes that the court would accept another upset bid from Mr. Johnson or some other interested party. I do not feel that we got a fair deal from Mr. Crockett. I would like to receive a copy of the final decree at your convenience. I assume that you are ready to endorse the pro rata dividend upon the bonds, and I will proceed to collect ^{the} ~~them~~ and send them to you at my earliest convenience.

With kind regards,, I am,

Very truly yours,



Clerk's Office
of Isle of Wight County
Isle of Wight, Va.

A. S. JOHNSON, CLERK

Jany. 25th, 1916.

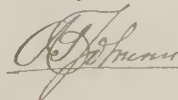
Mr. Hugh Davis,

Norfolk, Va.

Dear Hugh,

I am just in receipt of the three checks,
for \$51.28, \$18.00 and \$50.53, respectively; the last
mentioned to the Treasurer. The check for \$18.00 is
due for Clerk's fees. The check for \$51.28 is due for
delinquent taxes for 1913. The check for the Treasurer
has been forwarded to him, with request that he send you
receipt. The other have been properly credited.

Yours very truly,



JB.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

JOHN W. VAN CAMP, TRUSTEE,

v.

McKIMMEY, et als.

The report of Hugh W. Davis, Special Commissioner, respectfully represents as follows:

That pursuant to an order entered herein on the 17th day of January, 1916, he has deposited the sum of Five Thousand (\$5,000.00) Dollars received by him from J. B. Crockett, in The Norfolk National Bank, at Norfolk, Virginia, to his credit as Special Commissioner in this cause, as will appear from certificate of deposit hereto attached, and has made the following disbursements to the following persons named, as will appear from vouchers attached hereto:

To John W. Van Camp, Trustee, or Field & Swan, his attorneys, costs and expenses in administering trust,	\$ 672.42
To Virginian & Pilot Publishing Co., advertisement of sale,	18.00
To Walter H. McKimney, taxes refunded 1909 to 1913, inclusive, with interest and penalties,	263.26
To Treasurer of Isle of Wight County, 1915 taxes,	50.53
To Clerk Isle of Wight County, 1914 taxes,	51.28
To Lucy E. Zimmer, Commissioner, taking depositions,	60.00
To Clerk of the Court balance due on taxed costs,	18.00
To Field & Swan, amount due for services rendered Trustee under mortgage, from time to time, 1906, to date,	1000.00
To Hugh W. Davis, Special Commissioner herein, commissions allowed by law,	109.00
To Hugh W. Davis, Special Commissioner, expenses Norfolk to Smithfield and return, in making sale,	2.50
FORWARD,	\$2244.99

FORWARD,

\$2244.99

To Hugh C. and Hugh W. Davis, Attorneys, allowance to counsel for complainant in prosecuting this suit,

300.00

TOTAL,

\$2544.99

And that he has paid to the following named persons as dividends or distributions, on account of the bonds of the Martin Ship Cleaner Company, as will appear from cancelled checks attached hereto, the amount of such payment on each of said bonds having been credited thereon in accordance with terms of said order:

Field & Swan, Attorneys, or S. W. Foster,
\$28.20 each on bonds 49, 53, 58 and 59,

\$ 112.80

Field & Swan, Attorneys, or W. G. Rice,
\$28.20 each on bonds, 50, 51 and 52,

84.60

Field & Swan Attorneys, or Emily Cook,
on bond No. 54,

28.20

Field & Swan, Attorneys, or James B.
Kirkbride, on Bond No. 38,

28.20

Field & Swan, Attorneys, or B. H. Clow,
\$28.20 each on Bonds 30 and 40,

56.40

Field & Swan, Attorneys, or James A.
Spencer, on Bond No. 32,

28.20

Field & Swan, Attorneys, or S. B. Barnhart,
\$28.20 each on Bonds 44, 45, 151, 152, 153,
154, 155, 156, 157, 158, 159, and 160,

358.40

Field & Swan, Attorneys, or John A. Dutcher,
on bond No. 53,

28.20

Field & Swan, Attorneys, or Josie M.
Chinery, on Bond No. 41,

28.20

Field & Swan, Attorneys, or H. V. and F. P.
Clark, \$28.20 each on Bonds 55, 56 and 57,

84.60

Field & Swan, Attorneys, or W. A. Mims,
on Bond No. 42,

28.20

Field & Swan, Attorneys, or Mary E. Martin,
\$28.20 each on Bonds 110, 111, 112, 113, 114,
115, 116, 118, 118 and 119,

282.00

Field & Swan, Attorneys, or C. H. Pfister,
on Bond No. 60,

28.20

Field & Swan, Attorneys, or F. H. Follett,
on Bond No. 65,

28.20

Field & Swan, Attorneys, or S. L. Barnhart,
\$28.20 each on Bonds 165 and 166,

56.40

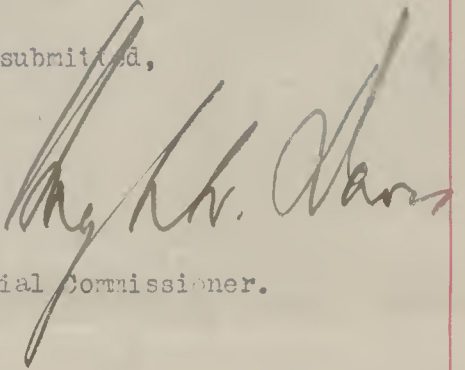
Forward,

\$1240.80

Forward,	\$1240.80
Field & Swan, Attorneys, or R. K. Stevens, \$28.20 each on bonds 34 and 35,	56.40 *
Field & Swan, Attorneys, or F. E. School- craft, \$28.20 each on Bonds 47 and 48,	56.40
Field & Swan, Attorneys, or F. B. Smith, \$28.20 each on Bonds 36, 37, 66 and 67,	112.80
Field & Swan, Attorneys, or E. D. Van Brocklin, on Bond 31,	<u>26.20</u>
TOTAL,	\$1494.60

That there remains in his hands the sum of Nine Hundred and sixty and 41/100 (\$960.41) Dollars, subject to disbursements on account of said bonds, in accordance with said order.

Respectfully submitted,


Special Commissioner.

* Check not yet returned, voucher will be included in next settlement.

19
IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY.

JOHN W. VAN CAMP, TRUSTEE,

v. 160

McMINITY, et als.

Report of Hugh W. Davis,
Special Commissioner.

1916
Dec 4
Filed B.W.

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1104 BANK OF COMMERCE BUILDING
NORFOLK, VA.

EXHIBIT D.

Folio 191 <i>5</i>	Norfolk, Va., <i>Dec, 27</i> 191 <i>5</i>	
From	<i>Wm. R. Davis</i> <i>B & C</i>	
TO	To Virginian and Pilot Publishing Company, Dr.	
<i>Dec 6</i>	ADVERTISING <i>Pub. Nov. 1915. Norfolk, Va. Truste</i>	
	<i>no McPhinnney totals</i>	
	<i>80 ps Truck 4000</i>	<i>1800</i>
OVER	Received Payment, VIRGINIAN AND PILOT PUBLISHING CO., Per _____	

EXHIBIT E.

STATEMENT OF TAXES DUE ON PROPERTY.

Due to Walter H. MacKimmie, taxes 1909 to 1913,	\$263.26
--	----------

Due to Clerk of the Circuit Court of Isle of Wight County, taxes 1914, interest and penalty,	51.28
--	-------

Due to the Treasurer of Isle of Wight County, 1915 taxes,	<u>50.53</u>
--	--------------

Total,	\$365.07
--------	----------

EXHIBIT F.

CLERK'S STATEMENT OF COSTS.

Van Camp, Trustee, et als,

v. Chancery. No. 160

MacKimmie, et als.

Clerk's services, telephone calls
and postage,

\$ 3.00

Estimated Clerk fees to dismissal,

22.50

\$25.50

Less Check for deposit,

7.50

Balance,

\$18.00

EXHIBIT B.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v.

McKINNEY, et als.

I, Albert Sidney Johnson, Clerk of the Circuit Court of the County of Isle of Wight, Virginia, hereby certify that a copy of the foregoing advertisement or notice of sale was posted for at least thirty (30) days at the front door of the Court House of this Court.

Given under my hand this 17 day of January, 1916.


Clerk.

EXHIBIT C.

STATEMENT OF
EXPENSES AND ADVANCES OFJOHN W. VAN CAMP, TRUSTEE, OR FIELD & SWAN, HIS ATTORNEYS,
IN ADMINISTRATION OF HIS TRUST.

Personal expenses of M. M. Swan, Attorney,
Watertown, New York, to Isle of Wight
Court House and return, April, 1912, Nov-
ember 1912 and January, 1915, (See deposi-
tions),

\$270.00

Sundry items paid by Trustee, or his attorney,
(See depositions),

63.00

Advances to H. C. and H. W. Davis, Attorneys
for complainant, expended as per their ac-
count attached hereto,

358.73

Paid H. C. and H. W. Davis, retainer for
institution of suit, in foreclosure,

100.00

Refunded from H. C. and H. W. Davis, Attorneys,
as per said account,

\$119.31\$119.31\$791.73

Balance due John W. Van Camp,

572.42\$791.73\$791.73

HUGH C. DAVIS and HUGH W. DAVIS,

In Account with

JOHN W. VANCAMP.

Van Camp v. Martin Ship Cleaner Co.

1913			
Oct. 13th,	By Check J. Van Camp,	\$ 20.00	
Nov. 6th,	To Cash paid Long Distance talk to Isle of Wight Co.,		\$.35
Dec. 1st,	To Cash paid expenses of trip to Isle of Wight Courthouse,		5.25
Nov. 28th,	To Check to A. S. Johnson, Clerk, Isle of Wight Co., deposit for suit,		7.50
	To Check to W. H. McKimmie as follows: Amt. paid by C. J. Clark, Jan. 2, 1911, as pur- chaser under tax sale of property referred to in deed of trust from Martin Ship Cleaner Co. to John W. Van Camp, Trustee, and for delinquent taxes, 1909, \$35.53		
	Taxes 1910 and 1911, paid Sept. 24, 1913, and interest, <u>84.70</u>		120.23
Dec. 3rd,	By Check G. Van Camp,	200.00	
1914			
Jan. 7th,	To Check to Virginian & Pilot Pub. Co., advertising suit John W. Van Camp, Trustee, v. Samuel F. Bagg, et als,		39.00
" 9th,	To Cash paid for Long Distance message to Isle of Wight, Dec.,		.35
" 19th,	To Cash paid J. R. Edwards, Sheriff,		1.00
" 23rd,	To Cash paid Wm. Carmine, serving process on Evaline McKimmie,		.50
Apr. 13th,	To Cash paid A. S. Johnson, Clerk, taxes, 1908,		38.06
May 6th,	To Cash paid for wire to Messrs Field " Swan, April 17th,		.74
May 15th,	To Cash paid for Long Distance message to Isle of Wight, May 12th,		.35
June 3rd,	To Cash paid for Long Distance message to Isle of Wight, May 9th,		.35
Dec. 18th,	To Cash paid R. J. Dunning, inspecting property in Isle of Wight Co., and ex- penses,		45.05
	FORWARD,	\$220.00	\$258.73

#2. Acct. Van Camp v. Martin Ship Cleaner Co.

1915	FORWARD,	\$220.00	258.73
Jan. 20th,	By Check of M. W. Swan,	38.73	
Sept. 24th,	By Refund of 1909, 1910 and 1911 taxes,	120.23	
Nov. 10th,	To Cash paid Long Distance talk to Isle of Wight Courthouse,		.56
" 23rd,	To Cash paid Long Distance talk to Isle of Wight Courthouse,		.56
		<u>\$378.96</u>	<u>\$259.65</u>
	Balance due John W. Van Camp,		<u>119.31</u>
		<u>\$378.96</u>	<u>\$378.96</u>

Adv \$16.00

EXHIBIT A
Virginia:

PURSUANT TO DECREES OF THE Circuit Court of Isle of Wight County, Virginia, entered on the 6th day of August, 1915, and the 11th day of October, 1915, respectively, in the chancery suit of John W. Van Camp, Trustee, v. McKimmey, et als, the undersigned Special Commissioner, will sell at public auction in front of the Post Office in the Town of Smithfield, in the County of Isle of Wight, Virginia, for cash, on the 4th day of January, 1916, at 12 m., the following property, to wit:

All that certain tract or parcel of land situate, lying and being in the County of Isle of Wight, and State of Virginia, containing by estimation three hundred and ten (310) acres, be the same more or less, and bounded as follows: By the Coke Lands, the lands of Samuel Wilson, John Williams, Samuel Bowser, George T. Whitley, Joseph Wooley and the James River, being a part of the tract of land known as "Burleigh or the Robert Wilson River Farm," and being the same property which by deed bearing date on the first day of January, 1894, and duly of record in the Clerk's Office of the Circuit Court for the County of Isle of Wight in Deed Book 58, page 489, was conveyed to Evaline MacKimmie by V. Wrenn and others, save and except so much thereof as was conveyed by the said Evaline MacKimmie to Vesta A. Converse, by deed bearing date on the 22d day of November, in the year 1897, and duly of record in the Clerk's Office aforesaid, to which deed reference is hereby made for a full description of the parcel so conveyed.

Also all the rights of the said Martin Ship Cleaner Company in and to certain patents granted to William Martin and by him assigned to the said Martin Ship Cleaner Company, covering a certain device relating to ship cleaners; also any and all rights, grants, franchises, privileges, machinery, accounts, bills receivable, evidence of indebtedness, bonds, stocks, and all other property of every name, kind and nature, whether real, personal or mixed, owned or hereafter acquired by the Martin Ship Cleaner Company.

HUGH W. DAVIS,
Special Commissioner.

In the Circuit Court of Isle of Wight County, Virginia, November 19, 1915:
John W. Van Camp, Trustee.

McKimmey, et als.

I Albert Sidney Johnson, Clerk of the Circuit Court of the County of Isle of Wight, Virginia, hereby certify that the bond required of the above-named Special Commissioner by decree in said suit has been given.

A. S. JOHNSON,
Clerk.

de6-mon-4t

1. *R. C. Turner* Manager of the *Virginian-Pilot*,
a newspaper published in the City of Norfolk, State of

Va., do certify that the advertisement hereto annexed of

*order of publication of suit
John W. Van Camp Trustee
vs
McKimmey et als*

has been published *once a week for four* successive
weeks in said newspaper, commencing on the *6th*
day of *December 1915*, and ending on the *27th* day
of *December 1915*

Given under my hand this *27th* day
of *December* 19*15*

R. C. Turner
Manager of *Virginian-Pilot*.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v.

McKIMLEY, et als.

The report of Hugh W. Davis, Special Commissioner, respectfully represents as follows:

That pursuant to the decrees entered herein on the sixth day of August, 1915, and the 11th day of October, 1915, respectively, the undersigned offered for sale at public auction in front of the Post Office in the Town of Smithfield, in the County of Isle of Wight, Virginia, for cash, on the 4th day of January, 1916, at twelve o'clock M., the property described in said decrees, and particularly described in the copy of advertisement of such sale hereto attached, marked "Exhibit A", and made a part of this report.

That said sale was made after advertising the same once a week for four successive weeks in the Virginian-Pilot, a newspaper published in the City of Norfolk, Virginia, and by posting a copy of said advertisement for at least thirty (30) days on the front door of the Court House of this Court, and that there is attached hereto, appended to said Exhibit A, the certificate of the manager of said newspaper, of the publication of said advertisement as aforesaid, and that there is also attached hereto marked "Exhibit B", the certificate of the Clerk of this Court of the posting of a copy of said advertisement at the front door of the Court House of this Court as aforesaid.

That M. M. Swan, acting for Marietta S. Brown, was the only bidder upon the said property and that the same was knocked down to him at the sum of Twenty-five Hundred (\$2500.00) Dollars.

That there is attached hereto marked "Exhibit C", and made a part of this report, an account of the expenses and advances of John W. Van Camp, Trustee, under the mortgage or deed of trust referred to in the bill of complaint, in the administration of his trust, from which account it will

appear that there is due and owing to the said John W. Van Camp, Trustee,
or Field & Swan, his attorneys, the sum of *Six hundred Seventy*
two & $\frac{42}{100}$ Dollars, to reimburse him the said advancements.

That there is also attached hereto marked "Exhibit D", and made a
part of this report, an account of the Virginian and Pilot Publishing Company
against the undersigned, in the sum of Eighteen (\$18.00) Dollars, for the
publication of the said advertisement of sale.

That there is also attached hereto marked "Exhibit E", and made
a part of this report, a statement of the taxes due and owing on the property
hereinabove mentioned for the years 1909 to 1915, inclusive, and that there
is also attached hereto, marked "Exhibit F", and made a part of this report
a statement of the costs taxed in this proceeding, showing the amount remain-
ing due and owing thereon, except as above set forth.

That the undersigned personally expended the sum of Two and 50/100
(\$2.50) Dollars for travelling expenses to Smithfield and return for the
purpose of conducting the foregoing sale.

Respectfully submitted,

Wm. L. Davis
Special Commissioner.

May 5th 1916.

17

IN THE CIRCUIT COURT OF ISLE OF
WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v.

McKIMMEY, et als.

Report of Hugh W. Davis,
Special Commissioner.

*Filed Aug. 17th 1916.
H.W.D.*

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

Virginia:

VIRGINIA: Clerk's Office of the Circuit Court for the County of Isle of Wight, the 10th day of December, 1913.

JOHN W. VAN CAMP, remaining trustee under a mortgage or deed of trust of the Martin Ship Cleaner Company, to John W. Van Camp, and Samuel F. Bagg, trustees, dated May 15th, 1906.

versus
SAMUEL F. BAGG, the Martin Ship Cleaner Company, a corporation, Evaline MacKimmey, E. D. Van Brocklin, James W. Spencer, J. A. Dutcher, R. K. Stevens, Fred B. Smith, James B. Kirkbridge, Byron H. Clow, Josie M. Chinery, Wm. A. Nims, A. Bertrand, Samuel L. Barnhart, Silas W. Foster, F. E. Schoolcraft, Wm. Hyland, W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark, C. H. Pfister, Frank H. Follett, Mary E. Martin and all others holding bonds secured by said mortgage herein designated as "Parties Unknown," C. J. Clark and W. H. McKimmey.

IN EQUITY.

The object of this suit is to foreclose a mortgage or deed of trust dated the fifteenth day of May, 1906, from the Martin Ship Cleaner Company to John W. Van Camp and Samuel F. Bagg, as Trustees, upon certain property situated in the County of Isle of Wight, in the State of Virginia, and in said mortgage, or deed of trust, described as follows:

"All that certain tract or parcel of land situate, lying and being in the County of Isle of Wight and State of Virginia, containing by estimation three hundred and ten (310) acres, be the same more or less, and bounded as follows: By the Coke lands, the lands of Wilson, John Williams, Samuel Bowser, George T. Whitley, Joseph Wooley and the James River, being a part of the tract of land known as 'Burleigh or the Robert Wilson River Farm,' and being the same property which, by deed bearing date on the first day of January, 1894, and duly of record in the Clerk's Office of the Circuit Court for the County of Isle of Wight in Deed Book 53, page 469, was conveyed to Evaline MacKimmie by V. Wrenn and others, save and except so much thereof as was conveyed by the said Evaline MacKimmie to Vesta A. Converse, by deed bearing date on the 22nd day of November, in the year 1897, and duly of record in the Clerk's Office aforesaid, to which deed reference is hereby made for a full description of the parcel so conveyed."

"Also all of the rights of the said Martin Ship Cleaner Company in and to certain patents granted to William Martin and by him assigned to the said Martin Ship Cleaner Company, covering a certain device relating to ship cleaners; also, any and all rights, grants, franchises, privileges, permissions, patents, good will, copy rights, trade marks, appliances, machinery, accounts, bills receivable, evidence of indebtedness, bonds, stocks and all other property of every name, kind and nature, whether real, personal or mixed, owned or hereafter acquired by the Martin Ship Cleaner Company."

"It being the intent, purpose and meaning hereof to hereby convey for the purposes herein expressed, all of the property of the said Cleaner Company of every name, nature and description, real, personal and mixed, owned, used or occupied by it or hereafter acquired, owned, held, used or occupied by it, together with all and singular the tenements, hereditaments and appurtenances belonging to said property hereby conveyed or in any way appertaining thereto, and the reversions, remainders, incomes, rents, issues and profits thereof, and also all franchises, estates, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the Cleaner Company in and to the same, and any and every part thereto, with the appurtenances which the said Cleaner Company now has, or may hereafter acquire."

Which mortgage, or deed of trust is duly recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight in Deed Book 74, page 599, and secures the payment of an issue of mortgage bonds of the said Martin Ship Cleaner Company in the aggregate principal sum of One Hundred Thousand Dollars, each of said bonds being in the principal sum of five hundred dollars.

And affidavit having been made that the defendants, Samuel F. Bagg, Martin Ship Cleaner Company, a corporation, E. D. Van Brocklin, James W. Spencer, James B. Kirkbridge, Byron H. Clow, Josie M. Chinery, Wm. A. Nims, Samuel L. Barnhart, Silas W. Foster, Wm. Hyland, W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark and Mary E. Martin are non-residents of this State, and that due diligence has been used by or on behalf of the plaintiff to ascertain in what county, corporation and state the defendants, J. A. Dutcher, R. K. Stevens, A. Bertrand, F. E. Schoolcraft, C. H. Pfister and Frank H. Follett are, without effect, and the bill filed herein stating that there are divers and other persons interested in the subject to be disposed of, whose names are unknown, and who are holders of the bonds secured by the said mortgage or deed of trust, which persons are made parties defendants by general description of "Parties Unknown;" the said defendants are required to appear within fifteen (15) days, after due publication of this Order, in the Clerk's Office of our said Court at rules to be holden therefor, and do what is necessary to protect their respective interests; and

IT IS ORDERED that a copy of this order be forthwith published once a week for four successive weeks in the Virginian-Pilot, a newspaper printed and published in the City of Norfolk, Virginia, and be posted at the front door of the Court House of this County of Isle of Wight on or before the next rule day after the date of this order.

Teste: A. S. JOHNSON, Clerk.
Hugh W. Davis, p. q. de13-sa-4t

1. R. E. Turner Manager of the Virginian-Pilot, a newspaper published in the City of Norfolk, State of Virginia, do certify that the advertisement hereto annexed of

John W. Van Camp, remaining trustee of the Martin Ship Cleaner Company

versus
Samuel F. Bagg the Martin Ship Cleaner Company a corporation and others

has been published once a week for 4 successive weeks in said newspaper, commencing on the 13th day of Dec 1913, and ending on the 3rd day of Jan 1914

Given under my hand this 3rd day

of Jan 1914

R. E. Turner
Manager of Virginian-Pilot.

Printers cost
on O.P.

In the CLERK's OFFICE, the

OF THE

this 16 day of Feby 1914

Prof. G. H. Brown, Sec.

VIRGINIA:

~~At Rules held in the~~ Clerk's Office of the Circuit Court for the
County of Isle of Wight, ~~on Monday~~, the 10 day of December, 1913.

JOHN W. VAN CAMP, remaining trustee under a
mortgage or deed of trust of the Martin Ship
Cleaner Company, to John W. Van Camp, and
Samuel F. Bagg, Trustees, dated May 15th, 1906.

--versus--

IN EQUITY

SAMUEL F. BAGG, the Martin Ship Cleaner Com-
pany, a corporation, Evaline MacKimmey, E. D.
Van Brocklin, James W. Spencer, J. A. Dutcher,
R. K. Stevens, Fred B. Smith, James B. Kirk-
bride, Byron H. Clow, Josie M. Chinery, Wm. A.
Nims, A. Bertrand, Samuel L. Barnhart, Silas
W. Foster, F.E.Schoolcraft, Wm.Hyland, W.S.
Rice, Emily R. Cook, Herbert V. Clark, Frank
B. Clark, C.H.Pfister, Frank H.Follett, Mary
E. Martin and all others holding bonds se-
cured by said mortgage herein designated as
"Parties Unknown," C. J. Clark and W. H.
MacKimmey.

The object of this suit is to foreclose a mortgage or
deed of trust dated the fifteenth day of May, 1906, from the Martin Ship Cleaner
Company to John W. Van Camp and Samuel F. Bagg, as Trustees, upon certain pro-
perty situated in the County of Isle of Wight, in the State of Virginia, and in
said mortgage, or deed of trust, dexcribed as follows:

" All that certain tract or parcel of land situate,lying
and being in the County of Isle of Wight and State of Virginia, containing by
estimation three hundred and ten (310) acres, be the same more or less, and
bounded as follows: By the Coke lands, the lands of Wilson, John Williams,
Samuel Bowser, George T. Whitley, Joseph Wooley and the James River, being a
part of the tract of land known as 'Burleigh or the Robert Wilson River Farm,'
and being the same property which, by deed bearing date on the first day of

January, 1894, and duly of record in the Clerk's Office of the Circuit Court for the County of Isle of Wight in Deed Book 58, page 469, was conveyed to Evaline MacKimmie by V. Wrenn and others, save and except so much thereof as was conveyed by the said Evaline MacKimmie to Vesta A. Converse, by deed bearing date on the 22nd day of November, in the year 1897, and duly of record in the Clerk's Office aforesaid, to which deed reference is hereby made for a full description of the parcel so conveyed"

"Also all of the rights of the said Martin Ship Cleaner Company in and to certain patents granted to William Martin and by him assigned to the said Martin Ship Cleaner Company covering a certain device relating to ship cleaners; also, any and all rights, grants, franchises, privileges, permissions, patents, good will, copy rights, trade marks, appliances, machinery, accounts, bills receivable, evidence of indebtedness, bonds, stocks and all other property of every name, kind and nature, whether real, personal or mixed, owned or hereafter acquired by the Martin Ship Cleaner Company."

" It being the intent, purpose and meaning hereof to hereby convey for the purposes herein expressed, all of the property of the said Cleaner Company of every name, nature and description, real, personal and mixed, owned, used or occupied by it or hereafter acquired, owned, held, used or occupied by it, together with all and singular the tenements, hereditaments and appurtenances belonging to said property hereby conveyed or in any way appertaining thereto, and the reversions, remainders, incomes, rents, issues and profits thereof, and also all franchises, estates, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the Cleaner Company in and to the same, and any and every part thereto, with the appurtenances which the said Cleaner Company now has, or may hereafter acquire."

Which mortgage, or deed of trust, is duly recorded in the Clerk's Office of the Circuit Court of the County of Isle of Wight in Deed Book 74, page 599, and secures the payment of an issue of mortgage bonds of the said Martin Ship Cleaner Company in the aggregate principal sum of One Hundred Thousand Dollars, each of said bonds being in the principal sum of five hundred dollars.

And affidavit having been made that the defendants, Samuel F. Bagg, Martin Ship Cleaner Company, a corporation, E. D. Van Brocklin, James W. Spencer, James B. Kirkbride, Byron H. Clow, Josie M. Chinery, Wm. A. Nims, Samuel L. Barnhart, Silas W. Foster, Wm. Hyland, W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark and Mary E. Martin are non-residents of this State, and that due diligence has been used by or on behalf of the plaintiff to ascertain in what county, corporation and state the defendants, J. A. Dutcher, R. K. Stevens, A. Bertrand, F. E. Schoolcraft, C. H. Pfister and Frank H. Pollett are, without effect, and the bill filed herein stating that there are divers other persons interested in the subject to be disposed of, whose names are unknown, and who are holders of the bonds secured by the said mortgage or deed of trust, which persons are made parties defendant by the general description of "Parties Unknown;" the said defendants are required to appear within fifteen (15) days, after due publication of this Order, in the Clerk's Office of our said Court at rules to be holden therefor, and do what is necessary to protect their respective interests; and

IT IS ORDERED that a copy of this order be forthwith published once a week for four successive weeks in the Virginian-Pilot, a newspaper printed and published in the City of Norfolk, Virginia, and be posted at the front door of the Court House of this County of Isle of Wight on or before the next rule day after the date of this order.

Copy
Dist. *Johnson*
Clerk

Johnson, Clerk

IN THE CIRCUIT COURT OF THE
COUNTY OF ISLE OF WIGHT, VA.

JOHN W. VAN CAMP, remaining
Trustee, etc.,

v.

EMUEL F. BIGG, et als.

IN EQUITY.

Order of Publication.

*Entered Dec 10-1913
Copy sent to Hugh M
Davis. Atty for printer.
Copy posted & filed*

Date. Edmund. C. C.
COPY p 205

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT, VIRGINIA.

John W. Van Camp, remaining Trustee, etc.,

v.

IN EQUITY.

Samuel F. Bagg, et als.

STATE OF NEW YORK,

COUNTY OF JEFFERSON, to-wit:

This day John W. Van Camp appeared in person before me, Lucy E. Zimmer, a Notary Public in and for the County and State aforesaid, and made oath that he is the plaintiff in this suit; that Samuel F. Bagg, the Martin Ship Cleaner Company, a corporation, E. D. Van Brocklin, James W. Spencer, James B. Kirkbridge, Byron H. Clow, Josie M. Chinery, Wm. A. Nims, Samuel L. Barnhart, Silas W. Foster, Wm. Hyland, W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark and Mary E. Martin are non-residents of the Commonwealth of Virginia; that diligence has been used on behalf of this deponent to ascertain in what county, corporation and state J. A. Dutcher, R. K. Stevens, A. Bertrand, F. E. Schoolcraft, C. H. Pfister and Frank H. Follett are, without effect, and that there are divers other persons whose names and residences are unknown to this deponent and are designated in the bill herein referred to as "Parties Unknown" interested in the subject matter of this suit, and who are holders of the bonds secured by said mortgage or deed of trust.

and notarial Seal *John W Van Camp*
Given under my hand this 6th. day of December, 1913.

Lucy E. Zimmer Notary Public.

My Commission expires on the 30th. day of March, 1914.

5

John W. Van Camp, remaining
trustee, etc. et al

vs) Chancery

Evaline Mackimmey et als.

Affidavit for order of publica-
tion.

Filed

COURT

10

December

1913

Prob. Affidavit Clerk

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

November 24th, 1913.

Mr. W. H. McKinney,

Isle of Wight Courthouse, Va.

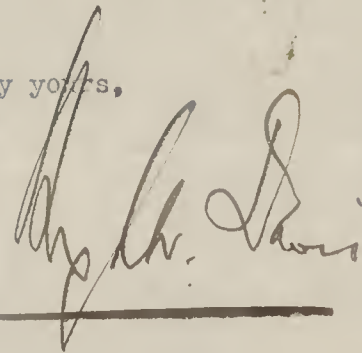
Dear Sir:-

I herewith tender you the sums of Thirty-five and Fifty-three One-hundredths (\$35.53) Dollars, and Eighty-four and Seventy One-hundredths (\$84.70) Dollars, respectively, on behalf of John W. VanCamp, ^{Remaining} Trustee, under a deed of trust from the Martin Ship Cleaner Company, a corporation, upon certain real estate in the County of Isle of Wight, Virginia; this sum being tendered you to reimburse you the sum of Thirty-one and Eighty-seven One-Hundredths (\$31.87) Dollars paid by C. J. Clark on January 2nd, 1911, as purchaser under a tax sale of the property referred to in said deed of trust, for delinquent taxes for the year 1909, with interest thereon from the date of your payment to this date, and the sum of Eighty-four and Seventy One-Hundredths (\$84.70) Dollars, being to reimburse you for taxes for the years 1910 and 1911, respectively, paid by you upon said property on the 24th day of September, 1913, with interest on your disbursement from the date of payment to this date; the interest of the said C. J. Clark acquired at said tax sale having been assigned to you, and the said

#2 W. H. M.

tax sale having occurred on the 2nd day of January, 1911, and the property being described in said mortgage or deed of trust which bears date the 15th day of May, 1906, is from said Martin Ship Cleaner Company to said John W. VanCamp and Samuel F. Bagg, Trustees, and is duly recorded in the Clerk's Office of the Circuit Court of Isle of Wight County, in Deed Book 74, at page 599, reference to same being hereby made for a particular description of the said lands.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. L. Davis", is written over a solid horizontal line.

HWD/R

Enc.

Shorthand Reporter
NORFOLK, VA.

MEMORANDUM OF LAND SOLD this 2 day of Jan 1901, for the non-payment of Taxes and Levies due thereon, in the county of Isle of Wight, for the year 1909.

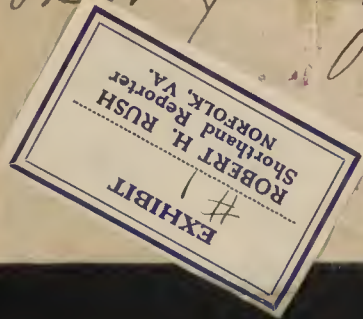
Name of Person to Whom Land is Charged.	Local Description.	Amount Purchase Price.
<u>Martin Ship Cleaning Co</u>	<u>on James River</u>	<u>\$ 29.87</u>
<u>RECEIVED</u>	<u>of</u>	<u>30.12</u>
<u>Thurly & Co</u>	<u>Clark</u>	<u>175</u>
<u>100</u>	<u>2nd 10/1</u>	<u>175</u>
<u>Dollars, in payment of</u>	<u>3.10</u>	<u>37.87</u>
<u>Taxes and Levies due for the year 1909</u>	<u>acres of Land this day sold for the</u>	<u>County Treasurer.</u>

EXHIBIT

All Available Text Successfully Captured

Know all Men By These Presents that for Value Received
to me in hand the receipt thereof is here by acknowledged
I hereby release & quick Claim to J. H. MacKinnon of Norfolk
all my right ~~title~~ & Interest of whatever kind in
real Estate ~~my~~ ^{the National Bank of Commerce} ~~business~~ is this receipt as described
on the face of this Receipt

C. J. Clark



HARDY DISTRICT

Mr. *Martin Ship Cleaning Co.* Dr.

No. **607**

1912

To W. E. LAINE, Treasurer of Isle of Wight County, Va.

No. _____	STATE TAXES					COUNTY LEVIES				DISTRICT LEVIES		TOTAL TAX
	State Tax Support Gov. 20c. on \$100 R. E. and P. P. Schedule B.	State Tax Support Gov. 25c. on \$100 P. P. Sched. C	State School Tax 10c. on \$100 R. E. & P. P. Sched. B. & C.	State Tax for Pensions 5c. on \$100 R. E. & P. P. Schedule B	Income 1 per cent.	County Levy 27 1-2c. on \$100	General County School Tax 15c. on \$100	Poor Tax 7 1-2c. on \$100	General County Road Tax 2 1-2. on \$100	District School Tax 30c. on \$100	District Road Tax 10c. on \$100	
To <i>310</i> acres, value \$ <i>3500</i>	<i>7-</i>		<i>350</i>	<i>175</i>		<i>962</i>	<i>530</i>	<i>263</i>		<i>88</i>	<i>1050</i>	<i>350</i>
To _____ acres, value \$ _____												
To _____ acres, value \$ _____												
To _____ acres, value \$ _____												
Personal property, sched. B, val. \$ <i>Rec'd. Payment from</i>												
Stock Merchandise, val. \$ _____												
Personal property, sched. C, val. \$ <i>W. E. Laine</i>												
Income, 1 per cent. \$ _____												
Total \$ _____												
Capitation _____												
Total _____												
5 per cent. penalty added Dec. 1, 1912 _____												
Total _____												

W. E. LAINE, Treas.
PAID
JAN 16 1913
PER _____

EXHIBIT
#2
ROBERT H. RUSH
Shorthand Reporter
NORFOLK, VA.

Received payment _____ day of _____ 191_____

Treasurer, Per _____

J. H. Chapman
Hampshire
Va

1880-1881

Mr. *Martin Ship Cleaning Co.* Dr.
To W. E. LAINE, Treasurer of Isle of Wight County, Va.

HARDY DISTRICT

No. *602*

Form 1

1913.

State Taxes

County Levies

District Levies

3½c. on \$100. Support
Government, Schools
and Pensions and In-
come, 1%

Gen'l Co. 25 c. on \$100
Co. Schools 15 c. on \$100
Poor 7½c. on \$100
Co. Roads 5 c. on \$100
Total 52½c.

Dis. Schools 30c. on \$100
Dis. Roads 20c. on \$100

Total 50c.

TOTAL TAXES
AND LEVIES

310 Acres, valued *3500*

1425

1837

1750

Acres, valued.

Acres, valued.

Acres, valued.

Per. Prop., Sched. B, val.

Per. Prop., Sched. C, val.

Stock Merchandise, val.

Income, Sched. D, 1%

Total valuation

Capitation

Total

5% Penalty added Dec. 1, 1913

Total Taxes and Penalty

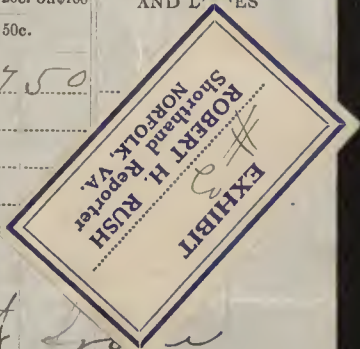
Received payment from
Mrs. Evaline McKinnis

150

W. E. Laine Treas.

Received payment day of 191

Treasurer, per



EXHIBIT

#4

ROBERT H. RUSH
Shorthand Reporter
NORFOLK, VA.

\$80⁰⁰

✓ Received of W. H. Mackinnon
Eighty Dollars for Delinquent Taxes
for the years 1910 and 1911 on
lands of the Martin Ship-Cleaning
Co. on James River (310 acres)

Sept 15 - 1913

A. J. Johnson, clk.
J. E. Wilson, Jr. P.C.

Tax receipts to follow —

Jan 18

MONTHLY STATEMENT

ACCOUNT NO. _____

NORFOLK, VA. _____

191 _____

SOLD TO _____

ADDRESS _____

BOUGHT OF **NORFOLK HARDWARE CO.,**
KEEN KUTTER TOOLS AND CUTLERY
 BUCKEYE INCUBATORS AND BROODERS
 WESTERN AMMUNITION

TERMS CASH

TELEPHONE 2619

42 WASHINGTON STREET



DATE	ARTICLES	FOLIO	CHARGES	CREDITS	BALANCE
	1 Halls Win		450		
	2 INN Bunk		100		
	25 Halls		20		
	50				
					575

W. P. WILSON & CO.,
Dry Goods, Notions, Groceries and Hardware,
Country Produce Bought and Sold.

Fergusons Wharf, Va. 1912

M

MADE IN U.S.A.

Reg. No. Clerk Account Forwarded

1	<u> </u>	<u> </u>
2	<u> </u>	<u> </u>
3	<u> </u>	<u> </u>
4	<u> </u>	<u> </u>
5	<u> </u>	<u> </u>
6	<u> </u>	<u> </u>
7	<u> </u>	<u> </u>
8	<u> </u>	<u> </u>
9	<u> </u>	<u> </u>
10	<u> </u>	<u> </u>
11	<u> </u>	<u> </u>
12	<u> </u>	<u> </u>
13	<u> </u>	<u> </u>
14	<u> </u>	<u> </u>
15	<u> </u>	<u> </u>
16	<u> </u>	<u> </u>
17	<u> </u>	<u> </u>



Your account stated to date. If error is found, return at once.

ESTABLISHED 1865

JOHN O. GAMAGE

MANUFACTURERS' AGENT AND

Wholesale Dealer in Builders' Supplies

Lime, Plaster, Cement, Bricks, Terra Cotta Pipe, &c

30 and 34 Commerce Street, NORFOLK, VA.

SOLD TO

W H McKinnis

1 Buys Hard Wall Plaster 75 1.00
3 gals for Clay 0.5 1.50

John O. Gamage
Prokaps
Book
12

1.65
25
15
25

230
250

480

W P Wilson 2 Bbls Lime @ 125

480

EXHIBIT
7
ROBERT H. RUSH
Shorthand Reporter
NORFOLK, VA.

ESTABLISHED 1865

JOHN O. GAMAGE

MANUFACTURERS' AGENT AND

Wholesale Dealer in Builders' Supplies

Lime, Plaster, Cement, Bricks, Terra Cotta Pipe, &c.

30 and 34 Commerce Street, NORFOLK, VA. MAR. 28th 1912,

SOLD TO MRS. E. D. MACKINMIE,

FERGUSSENS WHARF, VA.,

2 BAGS WALL PLASTER

@ 60¢

\$1.20

FREIGHT PREPAID,

.25

\$1.45

*white
Rock Cement*

10

25

180

TO FERGUSSENS WHARF, VA. VIA N. & P. LINE.



NORFOLK AND PETERSBURG TRANSPORTATION CO.

(JAMES RIVER LINE)

Operating Steamers Between Norfolk & Petersburg
AND INTERMEDIATE LANDINGS

Steamer Wharf, NORFOLK, Foot of Commerce St. NEWPORT NEWS, Old Dominion Land Co. PETERSBURG,

Historic River Trip—JAMES RIVER BY DAYLIGHT

Steamer Leaves Norfolk 5 A. M., and Newport News 7:30 A. M., Mondays, Wednesdays and Fridays. Makes connection with Steamer for Richmond and stops at all Landings.

Returning, Leaves Petersburg 6 A. M., Tuesdays, Thursdays and Saturdays.



STRAIGHT BILL OF LADING--ORIGINAL--NOT NEGOTIABLE.

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

at *Richmond, Va.* 191*1*
from *Richmond, Va.* the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its own line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from

to <i>Richmond, Va.</i> in Cents per 100 Lbs.																Per Bul.	If Special
If ...times 1st Class	1F 1st Class	1F 2d Class	1F Rule 25	1F 3d Class	1F Rule 26	1F Rule 28	1F 4th Class	1F 5th Class	1F 6th Class	1F Class A	1F Class B	1F Class C	1F Class D	1F Class E	1F Class H	1F Class F	Per.....

(Mail Address—Not for purposes of Delivery.)

Consigned to

Destination

State of

County of

Route

No. Packages	Description of Articles and Special Marks	WEIGHT (Subject to correction)	Class or Rate	Check Column	If charges are to be prepaid write or stamp here "To be prepaid"
<i>280</i>	<i>280</i>				<i>Received \$... 30</i>
					<i>to apply in prepayment of the charges on the property de- scribed hereon.</i>
					Agent or Cashier
					Per.
					(The signature here acknowl- edges only the amount prepaid)
					Charges Advanced

W. H. O. H. O. H. Agent.

Per

LIST OF LANDINGS ON BACK OF THIS BILL OF LADING

CONDITIONS.

Sec. 1. The carrier or party in possession of any of the property herein described shall be liable for any loss thereof, or damage thereto, except as hereinafter provided.

No carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, quarantine, the authority of law, or the act of default of the shipper or owner, or for differences in the weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights. For loss, damage, or delay caused by fire occurring after forty-eight hours (exclusive of legal holidays) after notice of the arrival of the property at destination or at port of export (if intended for export) has been duly sent or given, the carrier's liability shall be that of warehouseman only. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession,) the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request; or resulting from a defect or vice in the property or from riots or strikes. When, in accordance with general custom, on account of the nature of the property, or when at the request of the shipper the property is transported in open cars, the carrier or party in possession (except in case of loss or damage by fire, in which case the liability shall be the same as though the property had been carried in closed cars) shall be liable only for negligence, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

Sec. 2. In issuing this bill of lading this company agrees to transport only over its own line, and except as otherwise provided by law, acts only as agent with respect to the portion of the route beyond its own line.

No carrier shall be liable for loss, damage, or injury not occurring on its own road or its portion of the through route, nor after said property has been delivered to the next carrier, except as such liability is or may be imposed by law, but nothing contained in this bill of lading shall be deemed to exempt the initial carrier from any such liability so imposed.

Sec. 3. No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch, unless by specific agreement indorsed hereon. Every carrier shall have the right, in case of physical necessity, to forward said property by any railroad or route between the point of shipment and the point of destination; but if such diversion shall be from a rail to a water route, the liability of the carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any carrier is liable shall be computed on the basis of the value of the property (being the bona-fide invoice price, if any, to the consignee, including the freight charges, if prepaid) at the place and time of shipment under this bill of lading, unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariffs upon which the rate is based, in any of which events such lower value shall be the maximum amount to govern such computation, whether or not such loss or damage occurs from negligence.

Claims for loss, damage, or delay must be made in writing to the carrier at the point of delivery or at the point of origin within four months after delivery of the property, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless claims are so made the carrier shall not be liable.

Any carrier or party, liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance.

Sec. 4. All property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whose route cotton is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such

compression. Grain in bulk consigned to a point where there is a railroad, public, or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 5. Property not removed by the party entitled to receive it within forty-eight hours (exclusive of legal holidays) after notice of its arrival has been duly sent or given may be kept in car, depot, or place of delivery of the carrier or warehouse, subject to a reasonable charge for storage to be added to carrier's responsibility as warehouseman only, or may be, at the option of the carrier, removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the owner's risk and without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

The carrier may make a reasonable charge for the detention of any vessel or car, or for the use of tracks after the car has been held for forty-eight hours (exclusive of legal holidays), for loading or unloading, and may add such charge to all other charges hereunder and hold such property subject to a lien therefor. Nothing in section shall be construed as lessening the time allowed by law or as setting aside any local rule affecting car service or storage.

Property destined to or taken from a station, wharf or landing at which there is no regularly appointed agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and when received from or delivered on private or other sidings, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from trains.

Sec. 6. No carrier will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs, unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 7. Every party, whether principal or agent, shipping explosive or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said property, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 9. Except in case of diversion from rail to water route which is provided for in section 3 hereof, if all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations, and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statutes or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lakes, sea, or other waters; or from explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And any vessel carrying any or all of the property herein described shall have the liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or property.

The term "Water carriage" in this section shall not be construed as including lighterage across rivers or in lake or other harbors, and the liability for such lighterage shall be governed by the other sections of this instrument.

Sec. 10. Any alteration, addition or erasure in this bill of lading which shall be made without an indorsement thereof hereon, signed by the agent or the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

LIST OF LANDINGS

*Norfolk	*Cobham	*Claremont	Oldfield	Weyanoke	Coggin's Point
*Newport News	*Scotland	Sandy Point	Wilson's	Willcox	Westover
Ferguson's	Jamestown	Brandon	Sturgeon Point	Buckland	City Point
Pebble Beach	Swan Point	Ritchie	Stanley	Blair's	*Petersburg
Homewood	Crocketts	Tree Point	Fort Powhatan	Maycox	

Points marked (*) agent. All other points must be prepaid

NORFOLK AND PETERSBURG TRANSPORTATION CO.

(JAMES RIVER LINE)

Operating Steamers Between Norfolk & Petersburg
AND INTERMEDIATE LANDINGS

Steamer Wharf, NORFOLK, Foot of Commerce St. NEWPORT NEWS, Old Dominion Land Co. PET

Historic River Trip—JAMES RIVER BY DAYLIGHT

Steamer Leaves Norfolk 6 A. M., and Newport News 7:30 A. M., Mondays, Wednesdays and Fridays with Steamer for Richmond and stops at all Landings.

Returning, Leaves Petersburg 6 A. M., Tuesdays, Thursdays and Saturdays.



STRAIGHT BILL OF LADING--ORIGINAL--NOT NEGOTIABLE.

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading.

at Norfolk, VA Jan 5 1912

from J. H. McKinnon the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its own line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from

to																in Cents per 100 Lbs.		Per Bbl.	If Special
If ...times	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF	IF
1st Class	1st Class	2d Class	Rule 25	3d Class	Rule 26	Rule 28	4th Class	5th Class	6th Class	Class A	Class B	Class C	Class D	Class E	Class F	Class G	Class H	Class F	Per

(Mail Address—Not for purposes of Delivery.)

Consigned to J. H. McKinnon
Destination Petersburg State of VA County of ...
Route ...

No. Packages	Description of Articles and Special Marks	WEIGHT (Subject to correction)	Class or Rate	Check Column	If charges are to be prepaid write or stamp here "To be prepaid"
1	Box of Lumber	1000			
2	Box of Shingles	100	18		
2	Box of Wall Plaster				
1	Box of Lumber	200	7		
1	Box of Lumber	75			
1	Box of Lumber				
1	Box of Lumber				
1	Box of Lumber	1000	18		
5	Box of Lumber				
1	Box of Lumber				

Received \$ 40.92
to apply in prepayment of the
charges on the property de-
scribed hereon.

Agent or Cashier

Per J. H. McKinnon
(The signature here acknowl-
edges only the amount prepaid)

Charges Advanced

Agent.

Per

LIST OF LANDINGS ON BACK OF THIS BILL OF LADING

CONDITIONS.

Sec. 1 The carrier or party in possession of any of the property herein described shall be liable for any loss thereof, or damage thereto, except as hereinafter provided.

No carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, quarantine, the authority of law, or the act of default of the shipper or owner, or for differences in the weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights. For loss, damage, or delay caused by fire occurring after forty-eight hours (exclusive of legal holidays) after notice of the arrival of the property at destination or at port of export (if intended for export) has been duly sent or given, the carrier's liability shall be that of warehouseman only. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession,) the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request; or resulting from a defect or vice in the property or from riots or strikes. When, in accordance with general custom, on account of the nature of the property, or when at the request of the shipper the property is transported in open cars, the carrier or party in possession (except in case of loss or damage by fire, in which case the liability shall be the same as though the property had been carried in closed cars) shall be liable only for negligence, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

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Sec. 3. No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch, unless by specific agreement indorsed hereon. Every carrier shall have the right, in case of physical necessity, to forward said property by any railroad or route between the point of shipment and the point of destination; but if such diversion shall be from a rail to a water route, the liability of the carrier shall be the same as though the entire carriage were by rail.

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Claims for loss, damage, or delay must be made in writing to the carrier at the point of delivery or at the point of origin within four months after delivery of the property, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless claims are so made the carrier shall not be liable.

Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance.

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compression. Grain in bulk consigned to a point where there is a railroad, public, or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

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Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said property, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 9. Except in case of diversion from rail to water route which is provided for in section 3 hereof, if all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations, and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statutes or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lakes, sea, or other waters; or from explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And any vessel carrying any or all of the property herein described shall have the liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or property.

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LIST OF LANDINGS

*Norfolk	*Cobham	*Claremont	Oldfield	Weyanoke	Coggin's Point
*Newport News	*Scotland	Sandy Point	Wilson's	Willcox	Westover
Ferguson's	Jamestown	Brandon	Sturgeon Point	Buckland	City Point
Pebble Beach	Swan Point	Ritchie	Stanley	Blair's	*Petersburg
Homewood	Crocketts	Tree Point	Fort Powhatan	Maycox	

Points marked(*) agent. All other points must be prepaid

NORFOLK AND PETERSBURG TRANSPORTATION CO. (JAMES RIVER LINE)

Operating Steamers Between Norfolk & Petersburg
AND INTERMEDIATE LANDINGS

Steamer Wharf, NORFOLK, Foot of Commerce St. NEWPORT NEWS, Old Dominion Land Co. PETEPA

Phillips Wharf

Historic River Trip—JAMES RIVER BY DAYLIGHT

Steamer Leaves Norfolk 6 A. M., and Newport News 7:30 A. M., Mondays, Wednesdays and Fridays with Steamer for Richmond and stops at all Landings.

Returning, Leaves Petersburg 6 A. M., Tuesdays, Thursdays and Saturdays.



THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is a true and correct copy of Lading, nor a copy or duplicate, covering the property named and intended solely for filing or record.

Received subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

at NORFOLK, VA., MARCH 20th 1912, 191

from JOHN C. CANAGE, the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its own line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from

to in Cents per 100 Lbs.

If ... times 1st Class	IF 1st Class	IF 2d Class	IF Rule 25	IF 3d Class	IF Rule 26	IF Rule 28	IF 4th Class	IF 5th Class	IF 6th Class	IF Class A	IF Class B	IF Class C	IF Class D	IF Class E	IF Class F	IF Class H	Per Bbl. IF Class F	If Special Per.....

(Mail Address—Not for purposes of Delivery.)

Consigned to MRS. E. D. MCKILLIN,

Destination PETERSBURG WHARF, State of VA., County of

Route

No. Packages	Description of Articles and Special Marks	WEIGHT (Subject to correction)	Class or Rate	Check Column	If charges are to be prepaid write or stamp here "To be prepaid"
2	BACK WALL PLASTER,				254
					Received \$..... to apply in prepayment of the charges on the property de- scribed hereon.
					Agent or Cashier
					Per
					(The signature here acknowl- edges only the amount prepaid)
					Charges Advanced
					\$.....

Norfolk & Petersburg
CO.
PAYMENT
REC

A McKillin Agent.

Per

LIST OF LANDINGS ON BACK OF THIS BILL OF LADING

CONDITIONS.

Sec. 1 The carrier or party in possession of any of the property herein described shall be liable for any loss thereof, or damage thereto, except as hereinafter provided.

No carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, quarantine, the authority of law, or the act of default of the shipper or owner, or for differences in the weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights. For loss, damage, or delay caused by fire occurring after forty-eight hours (exclusive of legal holidays) after notice of the arrival of the property at destination or at port of export (if intended for export) has been duly sent or given, the carrier's liability shall be that of warehouseman only. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession,) the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request; or resulting from a defect or vice in the property or from riots or strikes. When, in accordance with general custom, on account of the nature of the property, or when at the request of the shipper the property is transported in open cars, the carrier or party in possession (except in case of loss or damage by fire, in which case the liability shall be the same as though the property had been carried in closed cars) shall be liable only for negligence, and the burden to prove freedom from such negligence shall be on the carrier or party in possession.

Sec. 2. In issuing this bill of lading this company agrees to transport only over its own line, and except as otherwise provided by law, acts only as agent with respect to the portion of the route beyond its own line.

No carrier shall be liable for loss, damage, or injury not occurring on its own road or its portion of the through route, nor after said property has been delivered to the next carrier, except as such liability is or may be imposed by law, but nothing contained in this bill of lading shall be deemed to exempt the initial carrier from any such liability so imposed.

Sec. 3. No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch, unless by specific agreement indorsed hereon. Every carrier shall have the right, in case of physical necessity, to forward said property by any railroad or route between the point of shipment and the point of destination; but if such diversion shall be from a rail to a water route, the liability of the carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any carrier is liable shall be computed on the basis of the value of the property (being the bona-fide invoice price, if any, to the consignee, including the freight charges, if prepaid) at the place and time of shipment under this bill of lading, unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariffs upon which the rate is based, in any of which events such lower value shall be the maximum amount to govern such computation, whether or not such loss or damage occurs from negligence.

Claims for loss, damage, or delay must be made in writing to the carrier at the point of delivery or at the point of origin within four months after delivery of the property, or in case of failure to make delivery, then within four months after a reasonable time for delivery has elapsed. Unless claims are so made the carrier shall not be liable.

Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance.

Sec. 4. All property shall be subject to necessary co-operation and baling at owner's cost. Each carrier over whose route cotton is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such

compression. Grain in bulk (whether or not compressed) is a railroad, public, or licensed elevator, and then (if so loaded) be there delivered and placed with the same kind and grade without respect to ownership. Property delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 5. Property not removed by the party entitled to receive it within forty-eight hours (exclusive of legal holidays) after notice of its arrival has been duly sent or given may be kept in car, depot, or place of delivery of the carrier, or warehouse, subject to a reasonable charge for storage and to carrier's responsibility as warehouseman only, or may be, at the option of the carrier, removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the owner's risk and without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

The carrier may make a reasonable charge for the detention of any vessel or car, or for the use of tracks after the car has been held for forty-eight hours (exclusive of legal holidays), for loading or unloading, and may add such charge to all other charges hereunder and hold such property subject to a lien therefor. Nothing in section shall be construed as lessening the time allowed by law or as setting aside any local rule affecting car service or storage.

Property destined to or taken from a station, wharf or landing at which there is no regularly appointed agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and when received from or delivered on private or other sidings, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from trains.

Sec. 6. No carrier will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs, unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 7. Every party, whether principal or agent, shipping explosive or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 8. The owner or consignee shall pay the freight and all other lawful charges accruing on said property, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 9. Except in case of diversion from rail to water route which is provided for in section 3 hereof, if all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations, and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statutes or this section, and subject also to the condition that no carrier or party in possession shall be liable for any loss or damage resulting from the perils of the lakes, sea, or other waters; or from explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery, or appurtenances; or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And any vessel carrying any or all of the property herein described shall have the liberty to call at intermediate ports, to tow and be towed, and assist vessels in distress, and to deviate for the purpose of saving life or property.

The term "Water carriage" in this section shall not be construed as including lighterage across rivers or in lake or other harbors, and the liability for such lighterage shall be governed by the other sections of this instrument.

Sec. 10. Any alteration, addition or erasure in this bill of lading which shall be made without an indorsement thereof hereon, signed by the agent or the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

LIST OF LANDINGS

*Norfolk
*Newport News
Ferguson's
Pebble Beach
Homewood

*Cobhani
*Scotland
Jamestown
Swan Point
Crocketts

*Claremont
Sandy Point
Brandon
Ritchie
Tree Point

Oldfield
Wilson's
Sturgeon Point
Stanley
Fort Powhatan

Weyanoke
Willcox
Buckland
Blair's
Maycox

Coggin's Point
Westover
City Point
*Petersburg

Points marked (*) agent. All other points must be prepaid

STATEMENT

NORFOLK, VA.,

1912

Mrs J. A. McQuinn

IN ACCOUNT WITH

RICHARD R. MOORE

SUCCESSOR TO

SEWELL HARDWARE CO.

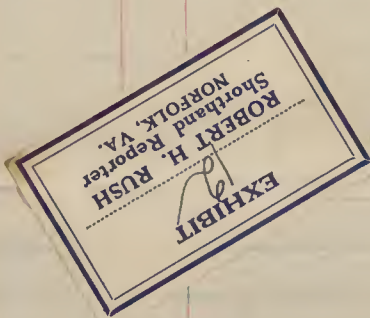
WHOLESALE AND RETAIL

HARDWARE

TELEPHONE 536

44 WASHINGTON ST.

3/7	3	CN H & E. Springs	27	81	
	170	19. Ft. 2" Mess. fresh. Hm	5/8	1 06	
	100	" " 1" " " "	1 1/2	1 50	
	1	Tr. Staple Puller		1 00	
	2	Lb. 3/4" Gold Staples		16	
		Freight		25	
	2	Reg. Nails @ 25000			47'8
					7 00
					50
					25
					00
					13 03



CLARK SASH & DOOR CORPORATION,



CLAYTON Q. NUGENT, SECTY.

FRANK T. CLARK,

PRESIDENT & MANAGER.

JOBBER AND DEALERS IN
SASH, DOORS, BLINDS & GLASS,

ALSO

BUILDING MATERIAL OF EVERY DESCRIPTION.

STORE & WAREHOUSE, 141 W. MAIN ST.

BUILDERS HARDWARE,
PLATE AND WINDOW GLASS
AND MIRRORS.
PORCH COLUMNS.

PAINTS, OILS, VARNISHES,
ROOFING, SHEATHING PAPER
AND DEADENING FELT,
STAIR WORK.

MARYLAND LITH CO BALTO

NORFOLK, VA.,

SOLD TO

M. H. McKim

May 9, 1912

TERMS CASH.

6 Lts Glass 24x32 09
2 24x13 59

390

24

12 " " 24x32 End Bell
Paid O. Clark for

424

13.80

50

50

Also plastering Rooms
& Lumber

1804

ROBERT H. RUSH
Shorthand Reporter
NORFOLK, VA.

EXHIBIT

PHONE 536.

NORFOLK, VA.,

191

M

H. E. Mockinmic

719 2

TO SEWELL HARDWARE CO., DR.

WHOLESALE AND RETAIL

HARDWARE, CUTLERY, GUNS, AMMUNITION, HOUSE FURNISHINGS, PAINTS,

OILS, GLASS, AND FARMING IMPLEMENTS.

TERMS CASH

44 Washington Street

*3 Recs 3 ply for
Front Spare
Order*

300

75

3.25

*paid
11/20/12
George Nelson*

whelan

del to Bank

325

360

25

50

7.60

300

1060

*6 90
2
138*

3 Recs WP W & Co

EXHIBIT
14
ROBERT H. RUSH
Shorthand Reporter
NORFOLK, VA.

PHONE 536.

NORFOLK, VA.,

191/

Mrs.

J. A. MacKinnie

371 Holt St

TO SEWELL HARDWARE CO., DR.

WHOLESALE AND RETAIL

HARDWARE, CUTLERY, GUNS, AMMUNITION, HOUSE FURNISHINGS, PAINTS,

OILS, GLASS, AND FARMING IMPLEMENTS.

TERMS CASH

44 Washington Street

2	Rolls 3 Ply Tar Paper	1.00	2.00	✓
1	Good Hatches #15		1.00	
8	1/2" Store Pipe	10	80	
2	Elbows	10	20	
2	Winders 8" x 20" 4 ft.	80	1.60	✓
	Freight		30	

5.90

Thanks

Shipped to Mr. J. A. MacKinnie
 J. A. MacKinnie
 371 Holt St
 Norfolk, Va.



PHONE 536.

NORFOLK, VA.

191

M

TO SEWELL HARDWARE CO

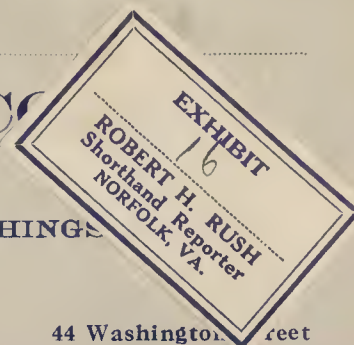
WHOLESALE AND RETAIL

HARDWARE, CUTLERY, GUNS, AMMUNITION, HOUSE FURNISHINGS

OILS, GLASS, AND FARMING IMPLEMENTS.

TERMS CASH

44 Washington Street



4 Clock			
54 lbs soap	3	1 75	
5 " whitening		10	
1 Bush Blade		75	
2 Axes		70	
1 1/2 lbs Suet		35	
4 1/2 lbs Tea		75	
4 Box Soap		1 00	
4 1/2 lbs Sugar		35	
1 Tea		65	
4 1/2 lbs Tea		65	
1 Pot		1 25	
2 1/2 lbs			

Handwritten notes:
 Said profit
 Sewal Red
 8 47

ORDER BLANK.

THE BROWN FENCE & WIRE CO. CLEVELAND, OHIO.

SHIP TO MR. W. H. MacKinnon

SHIPPING POINT

Fergusson Wharf on James River
(GIVE NAME OF FREIGHT STATION ON ABOVE LINE)

COUNTY

Via New Port News STATE or Norfolk

NAME OF RAILROAD ON WHICH MY SHIPPING POINT IS LOCATED

W & O or Norfolk & Western

POST OFFICE ADDRESS

Fergusson Wharf on James River

Is there a Freight Agent at your Station?

PLEASE SHIP ME THE FOLLOWING LIST OF GOODS

QUANTITY	ARTICLES WANTED	PRICE	AMOUNT
12 12	Rolls 20 Rods long of No 7 26 12 B. J.		\$ 46.59 *
	One wire stretcher sufficient to return		3.25
	25 of staples		75
	1 Roll wire W H Co		50.59
	for binding by Book		4.10
			50
			15.00

REMITTANCE ENCLOSED WITH ORDER

TOTAL AMOUNT OF ORDER \$

POST OFFICE MONEY ORDER \$

EXPRESS " " \$

DRAFT " " \$

CURRENCY " " \$

TOTAL AMOUNT ENCLOSED \$

IF FULL AMOUNT OF ORDER IS NOT ENCLOSED, COLLECT BALANCE

THROUGH

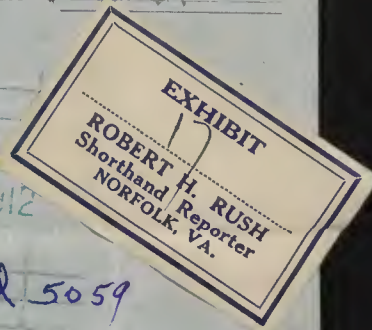
(GIVE BANK OR EXPRESS OFFICE)

DATE

March 11

191 2

NAME



14
112
5059

1675
289
347000
325000
2600

1670
2500
1340
3350
6900

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 0.04065 \\
 0.3471 \\
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 0.404065
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16500
13200
12000

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5 2 9 1
0 8 2

14
Kay Camp re
n of Chauveney No 160
MacKinnon et al

Exhibits 1 to 17
inclusive filed
verbal depositions
filed May 15/1915

VIRGINIA: CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

May 15 1915

Filed
Teste, *Adm* Clerk

Clerk's Office
of Isle of Wight County
Isle of Wight, Va.

IN THE CIRCUIT COURT OF THE
COUNTY OF ISLE OF WIGHT, VIRGINIA.

JOHN W. VAN CAMP, remaining trustee under a mortgage or deed of trust of the Martin Ship Cleaner Company, to John W. Van Camp and Samuel F. Bagg, Trustees, dated May 15th, 1906,

—versus—

IN EQUITY

SAMUEL F. BAGG, the MARTIN SHIP CLEANER COMPANY, a corporation, EVALINE MACKIMMEY, E.D. VAN BROCKLIN, JAMES W. SPENCER, J.A. DUTCHER, R.K. STEVENS, FRED B. SMITH, JAMES B. KIRKBRIDE, BYRON H. CLOW, JOSIE M. CHINERY, WM. A. NIMS, A. BERTRAND, SAMUEL L. BARNHART, SILAS W. FOSTER, F.E. SCHOOLCRAFT, WM. HYLAND, W.S. RICE, EMILY R. COOK, HERBERT V. CLARK, FRANK B. CLARK, C.H. PFISTER, FRANK H. FOLLETT, MARY E. MARTIN, and all others holding bonds secured by said mortgage, herein designated as "PARTIES UNKNOWN," C. J. CLARK and W. H. MACKIMMEY.

To Second December Rules.

Wm. L. Davis
—

Pqr.
—

1

John W. Van Camp, remaining
trustee, etc. 1.

vs) Chancery

Evaline Mackimney et. als.

Attorney's memorandum.

In the Circuit Court of Isle of Wight
County.

John W. VanCamp etc. }
vs. } In chancery.
Evaline McKinnsey }

This cause came on this day to be
again heard and upon the report
of Special Commissioner, Hugh W. Davis,
filed in the Clerk's Office of this
Court on the 23d day of May 1933 to
which report no exception has been
taken, and it appearing from said
report that said Special Commis-
sioner has paid the costs of this cause,
amounting to \$9.⁶⁵ and to the Treasurers
of Virginia the sum of \$108.²⁵ the same
to be held subject to the further order of
the Court.

On consideration whereof the said
report is confirmed, and this cause
is removed from the docket, subject
to be reinstated upon the application
of any party interested, for such fur-
ther orders as are authorized by law.

John L. Van Camp etc
re. 5 in ches.
Eveline M. Kimmey.

#160

Drum

1933

May 30.

Enter this
P.D.W.

Chan. Q. B #9
Page 107.

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT

APRIL 26th 1933

John W. VanCamp, etc

vs) Chancery. # 160

Evaline McKinney

This cause came on this day to be again heard upon the papers formerly read and upon the report of Hugh W. Davis, Special Commissioner, this day filed, and it appearing that said Special Commissioners has in his hands \$117.93, which sum has remained uncalled for since 1923, it is ordered that said Special Commissioner, within ten days from the entry hereofn pay the unpaid costs of this cause, and the remainder he shall pay to the Treasurer of Virginia, to be by him placed to the credit of the Literary Fund, and there to remain until the further order of the Court. And the said Special Commissioner shall within twenty days report his proceedings, filing therewith receipts for said payments.

John W. VanCamp, etc.

vs) Chancery #160

Evaline MacKimney.

April 26, 1933

C. V. B. #9

P. 90

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933.

Van Camp

vs: # 160

McKonney

It appearing that by the decree entered herein on
the 4th day of Dec. November, 19 12 that

Hugh W. Davis, Special Commissioner

herein was directed to report his proceedings in this cause;
very 6 mos -
and it further appearing that no report has been filed as
directed,

IT IS THEREFORE ORDERED that the said _____
Hugh W. Davis, Special Commissioner be summoned
to appear before this Court at half past ten o'clock A. M.
on Tuesday, April 25, 1933, to show cause, if any he can, why
he should not be proceeded against for his failure to report
his proceedings as required by said decree.

Van Camp

v # 160

McKinney

C.O.B # 9

page 73.

In the Circuit Court of Dale of Wright County,
John W. Van Camp, Master of Complainant.
vs. In Chy.
McKinney et al. 3 Defendants.

This cause came on this day to be again heard upon the papers formerly read and upon the report of Arthur W. Davis, Special Commissioner, this day filed, and to which no exception has been taken, ~~that~~ on consideration whereof, the Court doth confirm the said report and doth direct the Clerk of this Court to record ~~in the order book with this decree, the statement of the receipts and expenditures therein set forth, and~~ said Special Commissioner is directed to file in the papers of this cause a certificate of deposit of the balance of \$460.⁴¹/₁₀₀ in his hands, and said Special Commissioner is directed to ~~report~~ make report in this cause every six months from the first day of January 1917.

Shulow Van Camp 2.
15
McKinney et al

1916.
Dec. 4
Entered this.
P.D.W.

C 8. 13. #7 p 388

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

JOHN W. VAN CANT, TRUSTEE,

v.

McKIMMEY, et als.

This cause came on this day to be against heard upon the papers formerly read, and the report of Hugh W. Davis, Special Commissioner herein, this day filed, and was argued by counsel.

And this day came J. B. Crockett by counsel and filed his upset bid herein upon the property described in said report in the sum of Five Thousand (\$5,000.00) Dollars, accompanying said bid with his certified check in the sum of Twenty-five Hundred (\$2500.00) Dollars, deposited as guarantee of his performance of said bid;

Upon consideration whereof the said bid of the said J. B. Crockett is accepted for the said property described in said report, and the said report of said Special Commissioner is in all other respects confirmed, and the said sale of the said property to the said J. B. Crockett is hereby confirmed, upon the terms of his said bid, namely, the sum of Five Thousand (\$5,000.00) Dollars to be paid for the said property, of which the said sum of Twenty-five Hundred (\$2500.00) Dollars has been paid as aforesaid, and the remaining sum of Twenty-five Hundred (\$2500.00) Dollars is to be paid to the said Special Commissioner on or before the 17th day of January, 1916, and the said Hugh W. Davis, Special Commissioner, is hereby directed to execute, acknowledge and deliver to the said J. B. Crockett upon receipt from him of said remaining sum of Twenty-five Hundred (\$2500.00) Dollars, a deed conveying to him, with special warranty of title the property referred to in said report, and particularly described in the order of sale thereof, entered herein on the 6th day of August, 1915, reference to which is hereby made; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED, That the said Hugh W. Davis, Special Commissioner herein, deposit the said sum of Twenty-five

Hundred (\$2500.00) Dollars, evidenced by said Check already received, in The Norfolk National Bank, at Norfolk, Virginia, to his credit as Special Commissioner in this cause, and upon receipt from the said J. B. Crockett of said remaining sum of Twenty-five Hundred (\$2500.00) Dollars, deposit the same in said Bank as aforesaid, and check upon the same in said Bank as aforesaid, and check upon the funds so deposited by him, in favor of the following named persons in the following amounts, namely:

To John W. Van Camp, Trustee, or Field & Swan, his attorneys, costs and expenses in administering trust,	\$672.42	✓
To Virginian and Pilot Publishing Co., advertisement of sale,	18.00	✓
To Walter H. McKimney, taxes refunded 1909 to 1913, inclusive, with interest and penalties, <i>paid to him.</i>	263.26	✓
To Treasurer of Isle of Wight County, 1915 taxes,	50.53	✓
To Clerk Isle of Wight County, 1914, taxes,	51.28	✓
To Lucy E. Zimmer, Commissioner, taking depositions,	60.00	✓
To Clerk of the Court balance due on taxed costs,	18.00	✓
To Field & Swan, amount due for services rendered Trustee under mortgage, from time to time, 1906, to date,	1000.00	✓
To Hugh W. Davis, Special Commissioner herein, commissions allowed by law,	109.00	✓
To Hugh W. Davis, Special Commissioner, expenses Norfolk to Smithfield and return, in making sale, <i>and was Tax stamp for deed</i>	2.50	✓
To Hugh C. and Hugh W. Davis, Attorneys, allowance to counsel for complainant in prosecuting this suit,	5.	✓
	300.00	✓
TOTAL,	\$2549.99	

And it further appearing to the Court that after making the payments above set forth there will remain in his hands as a balance of said sum of Five Thousand (\$5,000.00) Dollars, the sum of Twenty-four Hundred Fifty-~~and~~ and 1/100 (\$2450.01) Dollars, and that there are issued and outstanding Forty-three Thousand Five Hundred (\$43,500.00) Dollars, principal face value of the bonds secured by mortgage or deed of trust of the defendant, Martin Ship Cleaner Company, upon said property hereinabove described, which mortgage or deed of trust has been adjudged a first lien upon the said

Property;

IT IS FURTHER ADJUDGED, ORDERED AND DECREED, That a dividend of 5.64 per centum be paid upon each of said bonds by said Special Commissioner out of said fund, which payments shall be made by him upon the presentation of bonds therefor, upon each of which bonds there shall be endorsed the amount of such payment as a credit thereon at the time of such payment.

And it is further ordered that the said Special Commissioner report his proceedings hereunder to this Court.

18
IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY,
VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v.

McKINNEY, et als.

DECEED

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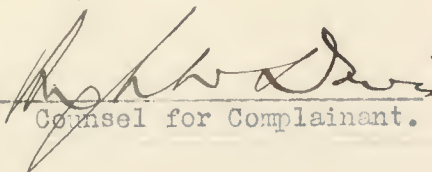
Aug. 17. 1916.

B. D. W.

6019 7 Page 221

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

Received of Albert Sidney Johnson, Clerk of the Circuit Court of
Isle of Wight County, Virginia, certified check of the undersigned in the
sum of One Hundred and Twenty and 23/100 (\$120.23) Dollars, same being
delivered to the undersigned by said Clerk pursuant to decree entered in
the matter of Van Camp, remaining Trustee, v. McKimney, et als.


Counsel for Complainant.

Norfolk, Virginia.

August 15th, 1915.

IN THE CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT, VIRGINIA.

JOHN W. VAN CAMP, remaining Trustee, etc.,)

v.)

SAMUEL F. BAGG, et als.)

IN EQUITY.

This cause came on this day to be again heard upon the bill of complaint, the answer of the defendant, Evaline MacKimmey, and the answer and cross bill of the defendant, Walter H. MacKimmey, depositions of witnesses and the exhibits filed therewith;

And it appearing to the Court that all proper persons are before the Court, and that the said Walter H. MacKimmey was a tenant of the defendant Martin Ship Cleaner Company at the time of the purchase by him of the tax receipt from C. J. Clark, as set forth in the bill of complaint, and at the time of the further payment by him of sundry taxes upon said property, and that he is not entitled to be paid for the improvements made by him upon the said property therein described, but is entitled to have refunded to him the taxes paid by him upon the said property, IT IS SO ADJUDGED,
ORDERED AND DECREED; and

It further appearing to the Court that the mortgage or deed of trust of the defendant, Martin Ship Cleaner Company, marked "Exhibit A" and attached to the bill of complaint, is a first lien upon the property described in the bill of complaint, subject only to the lien of the taxes due and owing for the years 1908 to 1914, both inclusive, on the said property, which taxes for the year 1908, amounting to the sum of *Thirty-eight and 06/100*

38 06/100
Dollars, have been advanced and paid by the complainant herein and the taxes for the years 1909, 1910, 1911, 1912 and 1913 have been paid by the defendant, Walter H. MacKimmey, and for the year 1914, remain due and owing to the said County and State authorities; and

It further appearing to the Court that the defendant, Martin Ship Cleaner Company, has made default in the payment of the indebtedness secured by said mortgage or deed of trust, and in the observance of the covenants therein contained obligatory upon it, as is particularly set forth and alleged in said bill of complaint, and that the said complainant herein, John W. VanCamp, is the sole remaining Trustee under said mortgage or deed of trust, his co-trustee having resigned as set forth in said bill of complaint, and that this suit has been instituted and prosecuted by said John W. Van Camp, remaining Trustee, after compliance with the terms and conditions of said mortgage or deed of trust prescribed for such purpose; and

10 38-26
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~~It further appearing to the Court that pursuant to the authority contained in said mortgage or deed of trust, the Trustee therein has made advances for the protection of the said property, including (1) the sum of *Thirty Eight & 00/100* Dollars in payment of the taxes for the year 1908, thereon, (2) the further sum of *Two hundred & 00/100* Dollars, as set forth in the depositions duly filed, for sundry items, and (3) the sum of *One hundred and Sixty-one & 00/100* Dollars towards the cost of instituting this suit, and has employed counsel to advise him respecting the execution of his trust and the institution of this suit, and is indebted to counsel for their reasonable fees for such service, as is shown by the depositions, duly filed; and~~

~~It further appearing to the Court that the Trustee is entitled to reasonable compensation for his services as such;~~

IT IS ADJUDGED, ORDERED AND DECREED That said John W. Van Camp, Trustee under said mortgage or deed of trust, proceed to sell, at public auction, ⁱⁿ ~~at the front door of the Court House of this Court,~~ *Post Office in the town of Smithfield* in the County of Isle of Wight, Virginia, after advertising such sale once a week for four (4) successive weeks in the Virginian-Pilot, a newspaper published in the City of Norfolk, Virginia, and by posting a copy of said advertisement for at least thirty (30) days, at the front door of said Court House, the following property, described in said mortgage or deed of trust, and in said bill of complaint, as follows, the terms of sale to be cash, namely:

"All that certain tract or parcel of land situate, lying and being in the County of Isle of Wight, and State of Virginia, containing by estimation three hundred and ten (310) acres, be the same more or less, and bounded as follows: By the Coke Lands, the lands of Samuel Wilson, John Williams, Samuel Bowser, George T. Whitley, Joseph Wooley and the James River, being a part of the tract of land known as "Burleigh or the Robert Wilson River Farm", and being the same property which by deed bearing date on the first day of January, 1894, and duly of record in the Clerk's Office of the Circuit Court for the County of Isle of Wight in Deed Book 58, page 489, was conveyed to Evaline MacKimmie by V. Wrenn and others save and except so much thereof as was conveyed by the said Evaline MacKimmie to Vesta A. Converse, by deed bearing date on the 22nd day of November, in the year 1897, and duly of record in the Clerk's Office aforesaid, to which deed reference is hereby made for a full description of the parcel so conveyed.

Also all of the rights of the said Martin Ship Cleaner Company in and to certain patents granted to William Martin and by him assigned to the said Martin Ship Cleaner Company, covering a certain device relating to ship cleaners; also any and all rights, grants, franchises, privileges, machinery, accounts, bills receivable, evidence of indebtedness, bonds, stocks and all other property of every name, kind and nature, whether real, personal or mixed, owned or hereafter acquired by the Martin Ship Cleaner Company"; and

It further appearing to the Court that the holders of the bonds described in and secured by said mortgage or deed of trust, which bonds are in denominations of Five Hundred (\$500.00) Dollars each, and amount in the aggregate to the sum of One Hundred Thousand (\$100,000.00) Dollars, as to the principal thereof, are entitled to have the proceeds of sale, after deducting therefrom the said taxes, the expenses and compensation of the Trustee herein, and the cost of prosecuting this suit, including counsel fees, applied equally and ratably to the payment of the interest and principal thereon, no interest having been paid on said bonds to such holders thereof, IT IS SO ADJUDGED, ORDERED AND DECREED, and

IT IS FURTHER ORDERED That the said John W. Van Camp, Trustee herein be directed to report his proceedings hereunder to this Court, and that said sale be made by him subject to the confirmation of this Court, and

IT IS FURTHER ORDERED That the Clerk of this Court forthwith return to the complainant herein, or his counsel, the certified check in the sum of One Hundred and Twenty and 23/100 (\$120.23) Dollars, heretofore filed with said Clerk.

And all other matters are reserved.

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

JOHN W. VAN CAMP, TRUSTEE,

v. 5/60

McKIMMEY, et als.

This cause came on this day to be again heard upon the papers formerly read and upon motion of the complainant by counsel, it is

ADJUDGED, ORDERED AND DECREED, That Hugh W. Davis be and he is hereby appointed a Special Commissioner, to sell the property described in a certain decree entered herein on the day of , 1915, upon the terms and conditions therein set forth, in the place and stead of John W. Van Camp, Trustee under the mortgage or deed of trust in said decree referred to, but the said Commissioner, Hugh W. Davis, shall receive no money under this decree until he shall enter into bond with sufficient security in the Clerk's Office of this Court, payable to the Commonwealth of Virginia, in the penalty of *Five Thousand* Dollars, and conditioned for the faithful discharge of his duties hereunder.

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Van, Camp 20
2 {
Mackinnon et al.

1915
Oct. 4th
Enter this
B.W.W.

CO B#1 Z

page 305

15
IN THE CIRCUIT COURT OF THE
COUNTY OF ISLE OF WIGHT, VIRGINIA.

JOHN W. VAN CAMP, remaining
Trustee, etc.,

v.

SAMUEL F. BAGG, et als.

IN EQUITY.

DEGREE

1915 Aug 6.

Enter this

B.D.W.

60 B. #7 P 301

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY.

(December 21st., 1914)

John W. VanCamp, Trustee, etc.)

vs.)

In Chancery.

Samuel F. Bagg, et al,)

This day came the Plaintiff, by his attorney, and Evaline D. MacKimmie and Walter H. MacKimmie, two of the Defendants herein named, by their attorney, and on motion of the said Defendants by their attorney, it is ordered that the Plaintiff complete the taking of depositions in his behalf in the above cause, and have the same filed with the Clerk of this Court on or before the 1st. day of February, 1915.

Ind. Van Camp Inc

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Mackinnon et al

1914

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B.D.W.

60B 7 page 273

It appearing ~~that~~ ~~that~~ ~~the~~ ~~is~~ ~~to~~ ~~be~~ ~~credit~~
for this cause the sum of \$117.⁹³, belonging to
some ~~of~~ ~~the~~ ~~parties~~ ~~to~~ ~~this~~ ~~cause~~, ~~is~~ ~~it~~ ~~is~~ ~~ordered~~
that so.

To be entered in \$160. ~~+ \$160~~

This cause came on this day to be again
heard upon the papers formerly read and
upon the report of H. L. Davis, Special Com-
missioner, this day filed, and it appearing
that said Spl. Comr has in ~~his~~ his hands
\$117.⁹³, which sum has remained uncalled
for since 1823, it is ordered that said Special
Commissioner, within ten days from the entry hereof
pay the unpaid cost of this cause, and the re-
mainder he shall pay to the Treasurer of Vir-
ginia, to be by him placed to the credit of the
Literary Fund, and then to remain until
the further order of the Court. And said Spl Comr
shall within twenty days report his pro-
ceedings, filing therewith receipts for
said payments.

In 160

3 Copies - 1 for Mr. Davis - 1 for the State Treas-
urer and the other for the record.

+

Van Camp

B 160

Mr Kennel

Apr 26-33

Copy

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1-111-441A

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TAX PAID

351

EXHIBIT "A" —

27

12 65

Block 77
Section 1

Martin Sh. Cleary Co.
92 Fulton St.
New York

DUNMORE, SHOLES, FERRIS & FOLEY,
ATTORNEYS AT LAW,
52 54 & 55 ARCADE, UTICA, N.Y.

WLD

p 9. Secor
16. Defunct

EXHIBIT "A"

C O R P O R A T I O N M O R T G A G E .

MARTIN SHIP CLEANER COMPANY

to

JOHN W. VAN CAMP and SAMUEL F. BAGG,

as TRUSTEES.

This indenture made this 15th day of May, A.D., 1906,
by and between the Martin Ship Cleaner Company, a domestic
corporation duly organized and existing under the laws of the
State of New York and located and having its principal place
of business at Borough of Manhattan, New York City, party of
the first part and hereinafter called the "Cleaner Company"
and John W. Van Camp and Samuel F. Bagg, both of Watertown,
N.Y., parties of the second part, hereinafter called the
"Trustees" WITNESSETH, that

WHEREAS the Cleaner Company has been duly incorporated and
organized for the purpose of constructing, marketing and selling
ship cleaners and other necessary and proper appliances and for the
purpose of manufacturing other things, and

WHEREAS the said Cleaner Company owns and possesses the pro-
perty hereinafter described together with certain rights, priv-
ileges, tenements and hereditaments thereunto belonging and
appertaining and has the power to borrow money and contract debts
when necessary for the transaction of its business or for the
exercise of its corporate privileges and franchises or for any
other lawful purpose of its incorporation, and has the power to
issue and dispose of its obligations for any amount so borrowed
and to mortgage its franchises and property to secure the pay-
ment of such obligations or any debt contracted for such purpose;
and

WHEREAS The Cleaner Company has acquired and is about to ac-
quire property for the purpose of its business and to make pay-
ments therefor and for other purposes of its incorporation
finds it necessary to issue and dispose of its bonds and to

execute and deliver this mortgage of and ~~from~~ upon all of its rights, privileges and franchises now owned or hereafter acquired in order to secure the payment of the bonds issued for such purposes: and

✓ WHEREAS, all of the stockholders of the Cleaner Company have given, executed and acknowledged their consent in writing to the issue of bonds to the amount of **\$100,000**, which are more particularly described as follows, to wit: Said bonds are to be known as first mortgage, 6%, five-year gold coupon bonds. The face value of the aggregate of said bonds is to be ✓ \$100,000. They are to be numbered from "1" to "200", both inclusive and issued at the time and in the manner provided in this mortgage. All of said bonds are to be of the denomination of \$500.00 each, to be dated July 1st, 1906 and to become due and payable July 1st, 1911 with interest at the rate of 6% per annum until maturity, payable semi-annually on the first day of January and July of each year until the whole of said bonds are fully paid; which consent is made pursuant to and in conformity with the Stock Corporation Law of the State of New York and is duly subscribed and acknowledged by all the stockholders of said Martin Ship Cleaner Company, and is to be filed and recorded concurrently with this indenture in the office of the said Martin Ship Cleaner Company and also in the office of the Clerk of the City and County of New York, in which town the principal place of business of the said Cleaner Company is located, and that

WHEREAS, The Treasurer of the said Cleaner Company has heretofore made and will file with said consent, an affidavit stating that the persons who have subscribed the same **were at the** time of such subscription the owners upon the books of the corporation of the number of shares of stock **thereon** set opposite their respective signatures and the owners also of all the capital stock of said corporation, and

WHEREAS, The Secretary of said Cleaner Company, has under the seal of the corporation, made a certificate pursuant to the provisions of Section 2 of Chapter 56 of the General Laws of the State of New York known as the "Stock Corporation Law" and in conformity with such section they will file the same concurrently herewith, and,

WHEREAS the Cleaner Company by its Board of Directors at a meeting duly held by them for that purpose on the 5th day of **Feby.** 1906, duly passed a resolution, each and all of the directors of said Company there present upon the roll being called voting in the affirmative thereon, which resolution is as follows, viz:

R E S O L U T I O N.

RESOLVED by the Board of Directors of the Martin Ship Cleaner Company that for the purpose of providing money for the payment of the indebtedness of this Company and for the payment of the cost of acquiring and constructing the necessary manufacturing plant for this corporation, together with the necessary models, machinery and other necessary property and for the purpose of providing money for the general corporate uses of this Company, that this Company issue its first mortgage gold bonds in the aggregate sum of not more than One Hundred Thousand Dollars (\$100,000) of the denominations of Five Hundred Dollars (\$500) each and with the interest coupons, registration clause and Trustee's certificate, signed by the President, and attested by the Secretary and of the following tenor, effect and form, to wit:

UNITED STATES OF AMERICA.

State of New York.

Number.

Dollars.

\$500.00.

M A R T I N

S H I P C L E A N E R

C O M P A N Y.

Six per cent

Gold Bond

First Mortgage.

KNOW ALL MEN BY THESE PRESENTS, that the Martin Ship Cleaner Company, a corporation of the State of New York, hereinafter called the Cleaner Company, is indebted unto John W. Van Camp and Samuel F. Bagg of the City of Watertown in the State of New York, as Trustees, or bearer, or on registry as hereinafter provided to the registered owner hereof in the sum of Five Hundred Dollars (\$500) which it promises to pay in New York funds in gold coin of the United States of America of or equal to the present standard of weight and fineness to the said John W. Van Camp and Samuel F. Bagg, as Trustees, or bearer or in case of registry to the registered owner thereof, on the first day of July 1911, at the office of the Jefferson County National Bank in Watertown, N.Y., with interest thereon from the first day of July, 1906, at the rate of 6% per annum, payable in gold coin aforesaid, semi-annually on the first day of July and January of each year at said offices upon presentation and surrender of the coupons hereto attached as they severally become due as provided therein. Both principal and interest of this bond are payable without any deduction for any United States, state, county, municipal or other tax or taxes which the Cleaner Company may be required to pay or deduct therefrom under or by reason of any present or future law, the Cleaner Company hereby agreeing to pay such tax or taxes. In case of default in the payment of any of said coupons, attached

to this bond, the principal sum of this bond may be declared and become due at the time and in the manner and with the effect provided in the trust deed or mortgage hereafter mentioned.

This bond is one of the series of bonds not exceeding \$100,000.00, of like tenor, date and effect of the denominations of Five Hundred Dollars (\$500) each, numbering consecutively from one upwards and are to be issued at the time and in the manner provided in said trust deed or mortgage hereinafter mentioned. All of said bonds are equally secured without priority or preference, by a trust deed or mortgage bearing date the 15th day of May, 1906, duly executed and delivered by the Cleaner Company to said Trustees and recorded in the Office of the County Clerk of New York County, N.Y. conveying to said Trustees in trust all of the corporate property, both real and personal therein described now owned or hereafter to be acquired by the Cleaner Company and all the rights and privileges pertaining thereto as fully set forth in said trust deed or mortgage, reference to which is hereby made for a more particular description thereof, and which said mortgage constitutes a first lien upon all the corporate property, real estate, rights, powers, franchises, privileges, stocks, bonds, evidences of indebtedness, accounts, machinery now owned or hereafter acquired by the Cleaner Company for the securing of all the bonds issued thereunder without preference or priority as therein stated. This bond shall pass by delivery unless registered in the manner provided in the registry provision hereon, and the coupons annexed hereto shall be negotiable by delivery only, whether the bonds be registered or not. This bond shall not be obligatory for any purpose until it shall have become authenticated by the certificate endorsed thereon and duly signed by the said John W. VanCamp and Samuel F. Bagg, Trustees or their successors as such Trustees. The printed signature of the Cleaner Company to the coupons shall bind the Cleaner Company as provided

in said mortgage.

IN WITNESS WHEREOF, the Martin Ship Cleaner Company has caused these presents to be signed by its President and its corporate seal to be affixed thereto and attested by its Secretary, and coupons for said interest with the printed signature of its Treasurer to be attached hereto, this first day of July, 1906.

MARTIN SHIP CLEANER COMPANY,

By _____ President.

Attest:

Secretary.

COUPONS. \$15.00.

THE MARTIN SHIP CLEANER COMPANY.

Will pay to the bearer on the first day of _____ 19
Fifteen Dollars in New York funds, in gold coin of the United States of America, of or equal to present standard of weight and fineness at the office of the Jefferson County National Bank, in the City of Watertown, N.Y., free from all taxes or Governmental charges being six months' interest on its six per cent first mortgage, gold bond.

Treasurer.

No. _____.

REGISTRATION.

This bond may be registered in the owner's name on the Company's books kept at the office of the Trustees, John W. Van Camp and Samuel F. Bagg, in the City of Watertown, N.Y., such registry being noted on the bond by said Trustees or either of them, after which no transfer shall be valid unless made on

the books by the registered owner in person or by attorney and similarly noted on this bond; but the same may be discharged from registry by transfer to bearer, after which it shall be transferrable by delivery, though it may be registered again as before. The registry of this bond shall not restrain the negotiability of the coupons by delivery merely.

Date of Registration. Name and Address of Registered Owner. Transfer Agent.

TRUSTEES' CERTIFICATE.

We do hereby certify that this bond is one of a series of bonds issued by the Martin Ship Cleaner Company under the terms of the mortgage or deed of trust referred to herein.

John W. Van Camp
S. F. Bagg

It is further resolved that for the purpose of securing payment of principal and interest of said bonds, this Company shall execute and deliver to the said John W. Van Camp and Samuel F. Bagg, as Trustees, its mortgage or deed of trust, executed by the President in form approved by him and the seal be affixed and attested by the Secretary, whereby it shall convey to the said John W. Van Camp and Samuel F. Bagg, their successors and assigns forever as Trustees, all property of every name and nature, real, personal or mixed now owned or here-

after acquired by this Company, expressly including in said mortgage by appropriate and pertinent description, all lands, franchises, machinery, grants, rights and privileges, whether heretofore acquired or hereafter to be acquired, now owned or hereafter to be acquired or owned and all property of every kind, name and nature, wheresoever the same may be situated, expressly including all fixtures, buildings, appliances, machinery and apparatus now or hereafter to be acquired or owned by the said Martin Ship Cleaner Company and also any and all property of every name, kind and description now owned ~~xx~~ by it or hereafter acquired by it wherever the same now is or may be hereafter situated.

NOW THEREFORE THIS INDENTURE WITNESSETH: That in consideration of the premises and of the sum of One Dollar (\$1.00) to it paid by the Trustees at or before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, and for and in consideration of the purchase and acceptance of the bonds by the holders thereof and in order to secure the performance of the covenants and conditions herein contained, the Martin Ship Cleaner Company has bargained, granted, sold, pledged, aliened, remised, assigned, transferred, set over, conveyed and confirmed, and by these presents does grant, bargain, sell, pledge, alien, remise, assign, transfer, set over, convey and confirm to the said John W. Van Camp and Samuel F. Bagg, their successor or successors in the trust hereby created and to their assigns all and singular the following described property, to wit:

Description

All that certain tract or parcel of land, situate, lying and being in the County of Isle of Wight, and State of Virginia, containing by estimation three hundred and ten (310) acres, be the same more or less and bounded as follows: By the Coke lands, the lands of Samuel Wilson, John Williams, Samuel Bowser, George T. Whitley, Joseph Wooley and the James River, being a part of the tract of land known as "Burleigh or the Robert Wilson River Farm", and being the same property which by deed bearing date on the first day of January, 1894, and duly of record in the Clerk's Office of the Circuit Court for the County of Isle of Wight in Deed Book 58, page 489, was conveyed to Evaline MacKimmie by V. Wrenn and others save and except so much thereof as was conveyed by the said Evaline Mac Kimmie to Vesta A. Converse, by deed bearing date on the 22nd day of November, in the year 1897, and duly of record in the Clerk's Office aforesaid, to which deed reference is hereby made for a full description of the parcel so conveyed.

Also all of the rights of the said Martin Ship Cleaner Company in and to certain patents granted to William Martin and by him assigned to the said Martin Ship Cleaner Company covering a certain device relating to ship cleaners; also, any and all rights, grants, franchises, privileges, permissions, patents, good will, copyrights, trade marks, appliances, machinery, accounts, bills receivable, evidence of indebtedness, bonds, stocks and all other property of every name, kind and nature whether real, personal or mixed, owned or hereafter acquired by the Martin Ship Cleaner Company.

It being the intent, purpose and meaning hereof to hereby

convey for the purposes herein expressed, all of the property of the said Cleaner Company of every name, nature and description real, personal and mixed owned, held, used or occupied by it or hereafter acquired, owned, held, used or occupied by it, together with all and singular the tenements, hereditaments and appurtenances belonging to the property hereby conveyed or in any way appertaining thereto and the reversions, remainders, incomes, rents, issues and profits thereof, and also all franchises, estates, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the Cleaner Company in and to the same and any and every part thereto ~~with~~ ~~with~~ with the appurtenances which the said Cleaner Company now has or may hereafter acquire.

only here
TO HAVE AND TO HOLD all and singular the premises, properties, rights, privileges and franchises aforesaid unto the said John W. Van Camp and Samuel F. Bagg, of Watertown, N.Y., their successor or successors as trustees in the trust hereby created, but in **trust**, nevertheless and for the equal pro rata use, benefit and security of the persons, corporations, firms and co-partnerships which shall be or become the owners of or legally entitled to demand and receive payment of principal or interest of any of the bonds and coupons hereby secured without preference or priority for any reason of one bond over another irrespective of their time of issue and upon the trust and for the uses and purposes and subject to the conditions and provisions hereinafter expressed and declared.

PROVIDED, HOWEVER, And these presents are upon the express condition that if the Cleaner Company, its successor, successors or assigns, shall well and truly pay or cause to be paid to the holders of the bonds to be issued hereunder the principal and interest to become due thereon to the holders at the time and in the manner stipulated in said bonds and in said interest coupons and in this mortgage according to the true intent and

meaning thereof and shall well and truly keep, observe and perform all and singular the covenants and conditions in said bonds hereby secured and in this indenture expressed to be kept and observed and performed by or on the part of the Cleaner Company, then ^{presents} these and the estate and right thereby granted shall, cease determine and be void, otherwise to remain in full force and virtue.

And the Cleaner Company does hereby covenant that it is seized in fee simple of all and singular the above described property, franchises and premises by it hereby conveyed and every part and parcel thereof with the appurtenances thereunto belonging. And the Cleaner Company does hereby further covenant that it has good right, full power, lawful and sufficient authority to grant and convey said property, franchises and premises in the manner aforesaid. And the Cleaner Company does hereby further covenant that the title of said property hereby conveyed is clear, free and unincumbered, and that it will warrant and defend the title against any and all claims whatsoever. And the Cleaner Company does further covenant that all of said property hereby conveyed by it whether personal by its nature or not, including its machinery, tools, appliances, etc. shall be held and taken to be fixtures and it (The Cleaner Company) does hereby declare that it is its intention that the same shall pass under this mortgage as real estate and shall become part thereof and all of such property is to be used and sold therewith and not separate therefrom, excepting as herein expressly provided.

And it is further hereby expressly understood and agreed by and between the parties hereto that this conveyance and deed of trust is made by the Martin Ship Cleaner Company for itself, its successors and assigns and is accepted by the Trustees for themselves, their successor or successors in the trust hereby granted for and on behalf of the respective persons, corporations, firms and co-partnerships, which

shall hold any of the bonds or coupons, upon the following expressed terms, provisions and conditions, viz:

1. This conveyance and deed of trust is executed and delivered to be a continuing lien and to secure the due payment of principal and interest of all the bonds aforesaid equally and ratably without preference or priority of one over another and in order to secure the performance of all of the covenants and conditions hereof. It is further expressly agreed that the total aggregate amount of said bonds issued and negotiated hereunder shall not exceed the sum of One Hundred Thousand Dollars (\$100,000). No holder of any of the said bonds or of any coupons attached thereto shall have recourse to any constitutional, statutory or other liability of the officers, directors or stockholders of the Cleaner Company.

*Delivered
Tender*

2. The coupon bonds and registered bonds herein intended to be secured hereby shall from time to time be executed by the Cleaner Company and delivered to the Trustees to be certified and delivered by it, and only such of said bonds as shall be so certified by the Trustees by signing the certificate endorsed thereon shall be secured by this mortgage or deed of trust or be entitled to any lien or benefit thereunder and such certificate of the Trustee shall be conclusive evidence that the bonds so certified have been duly issued thereunder and are entitled to the benefit of the trust hereby created.

*for
signature*

3. The bonds secured by this mortgage shall be signed by the President or Vice President of the Cleaner Company and shall have the corporate seal of the Cleaner Company affixed and attested by the signature of its Secretary. In case any of the officers who shall have signed and sealed any of said bonds shall cease to be such officers of the Cleaner Company before the bonds so signed and sealed shall have been actually issued, certified and delivered by the Trustees, such bonds may, nevertheless, be adopted and used by the

Cleaner Company and be issued, certified and delivered subject to the provisions of this mortgage as though the persons who signed and sealed said bonds had not ceased to be officers of the Cleaner Company. The coupons attached to the bonds secured by this mortgage shall be authenticated by the printed signature of the present Treasurer or of any future Treasurer of the Cleaner Company and the Cleaner Company may adopt and use for that purpose the printed signature of any person who shall have been such Treasurer notwithstanding the fact that such person may have ceased to be such Treasurer at the time said bonds shall be actually certified and delivered.

Comments
4. The Cleaner Company covenants and agrees that it will fully and entirely pay off and satisfy the whole of said bonds to be issued hereunder, principal and interest, according to the terms thereof without delay and without deduction from either said principal or interest for any taxes, assessments and governmental or other charges now or hereafter imposed upon the said bonds or any interest thereon, either by the United States, or by any state, county, municipal or other governmental authority which the Cleaner Company may be required to deduct therefrom.

Default
5. Until default by the Cleaner Company upon some obligation of said bonds or coupons or of this instrument, or some of the conditions thereof, and until the Trustees are authorized by the terms hereinafter more particularly set forth to take possession of that which is hereby conveyed, the Cleaner Company shall be entitled to retain possession thereof and to manage and operate the same and receive the earnings thereof and income therefrom in the usual and ordinary course of its business.

6. When any bond or bonds are delivered by the Trustees, the Trustees before the delivery of the same, shall remove and cancel all coupons maturing before the date of such delivery.

7. The Cleaner Company will, during the continuance of this security, preserve from lapse, surrender or forfeiture all its franchises, and conduct and carry on its business of a Cleaner Company in a prudent and proper manner and will use and maintain all its property in good working order and condition and protect the same by proper repairs, renewals, replacements and extensions.

8. The Cleaner Company will keep its property of an insurable nature insured to a reasonable amount with reputable insurance companies against loss from damage by fire, by policies issued by companies approved by the Trustees, providing for the payment of any loss to the Trustees and which policies shall be deposited with the Trustees, and in the event of loss all moneys collected from such insurance shall be held by such Trustees for the further security of the bond holders hereunder until the Cleaner Company shall, after the fire, have applied an equal sum of money to the construction, reconstruction or repair of said cleaner plant, whereupon, from such insurance moneys held by the Trustees there shall be paid to the Cleaner Company from time to time an amount equal to the amount so applied by it after the fire to such construction, reconstruction or repair; and, if not so applied by the Trustees after a period of two years from and after the date of its receipt by the Trustees, the said proceeds, or any part thereof, shall be used by the Trustees for the purpose of purchasing the bonds issued hereunder and redeeming the same provided such purchase can be made at a price of par or less, and if such purchase can not be so made, then and in that event the said Trustees shall retain such moneys in their possession until the maturity of the bonds issued hereunder when the same shall be applied toward the cancellation and retirement of said bonds.

fire
ins

9. The Cleaner Company will, as the same shall become due,

Taxes

and payable, pay all taxes, assessments or governmental charges lawfully levied or assessed against the said property which might otherwise have priority over the lien hereof, and hereby covenants that it will not create or suffer to be created any mechanics', laborers' or other lien or charge whatsoever upon the property mortgaged by these presents, except the charges or expenses of the Trustees hereinafter provided, which might or could be prior to the lien of these presents, or do or suffer any manner or thing whereby the lien of these presents might or could be impaired until the bonds hereby secured with all interest accrued thereon shall be fully paid and satisfied; and that it will also pay and discharge all taxes, assessments and governmental charges lawfully imposed upon the estate of the Trustees in the mortgaged property; provided, however, that the Cleaner Company shall not be obliged to pay any such taxes, assessments or governmental charges or any such mechanics or laborers lien so long as it shall in good faith by appropriate legal proceedings contest the validity thereof.

*falls
pres
!
must
pay*

10. In case the Cleaner Company shall fail to perform the aforesaid covenants as to the maintenance or insurance of said property or franchises or to pay any taxes or charges as aforesaid then the Trustees may make such performance and the Cleaner Company will thereupon, on demand, repay to the Trustees any amount expended in such performance with interest thereon at the rate of six per cent per annum from the date of the payment thereof by the Trustees, and the obligation to make such repayment shall be and is hereby secured by a lien on the property and rights hereby conveyed.

*books
out*

11. The Cleaner Company will, during the continuance of this security, keep full and correct books of account in connection with its business, which books, as well as all of its property of every kind, shall be at all times open to the inspection of the Trustees. The Cleaner Company will keep at the office

of the Trustees or their successors in the trust hereby created proper books for the registration of the transfer of said bonds.

12. The bonds issued hereunder shall be substantially the form set forth in this instrument, shall be due and payable as therein stated and to the extent of One Hundred Thousand Dollars (\$100,000) par value shall be certified by the Trustees and delivered to the Cleaner Company upon the due execution and delivery of this instrument to the Trustees. The said One Hundred Thousand Dollars (\$100,000) of bonds, par value, shall be used by the Cleaner Company for the purpose of paying for, procuring and completing its models, plant with machinery for the manufacturing of ship cleaners and for such other general corporate uses and purposes as its Board of Directors may deem necessary.

13. In case default shall be made by the Cleaner Company in the payment of any installment of interest on any of the bonds hereby secured when such interest shall become due and payable according to the terms of said bonds or of any coupons thereto annexed, and the payments of such installments shall be duly demanded at the place named for the payment thereof, and such default shall continue for the period of six months after such demand, or in case the Cleaner Company shall make default in the observance or performance of any of its covenants in said bonds or coupons, or herein, and such default shall continue for the period of six months after written notice thereof by the Trustees, then the principal of said bonds shall, at the option of the Trustees, and upon declaration by it to that effect, become immediately due and payable and this security immediately enforceable with like effect as if the time fixed in said bonds for their payment had expired; provided that a majority in interest of the holders of said bonds outstanding at the time of such default may in writing instruct the Trustees in such case to declare such principal due, or to waive the right so to declare, on such terms and conditions as such majority may deem proper;

and such majority may in like manner annul and reverse any declaration made by the Trustees, whether made under their previous direction or not, but no waiver of or by the bond-holders or Trustees shall extend to or be taken to affect any subsequent default or impair the rights resulting from such subsequent default.

14. In case default shall be made by the Cleaner Company in the payment of the principal or interest of any bonds hereby secured after demand made at the place named for the payment thereof and such default shall continue for the period of six months after such demand, or in case default shall be made by the Cleaner Company in respect to any other act or thing or covenant or agreement herein required to be done or performed by it, and such default shall continue for a period of six months after written notice thereof by the Trustees, then the Trustees may take possession and control of all the properties, rights, franchises, privileges and immunities hereby conveyed and hold, use, operate and control the same in such manner as to it may seem necessary and judicious and to collect and receive all income and earnings of every character and description of or from such properties, rights, franchises, privileges or immunities, and after deducting the expense of operating and collecting the same and all expenses incurred by it in connection therewith and its reasonable compensation for services rendered and any advances made by the Trustees and after paying any taxes or other charges which may be secured by a lien upon said property superior to the lien hereby created, shall apply any balance of said income to the curing of any default which the Cleaner Company may have committed, and if such default was one in the payment of interest, such balance of income shall be applied to the payment of the interest then due on the bonds hereby secured in the order in which such interest

shall have become due ratably to the persons entitled thereto, and if such balance of income shall be sufficient to cure any default on the part of the Cleaner Company authorizing the Trustees to take possession of the property aforesaid, or if during the possession of the Trustees and before maturity of the principal of said bonds and before a sale of the property as herein provided the Cleaner Company shall pay to the Trustees an amount sufficient to cure such default, or if the Cleaner Company shall have then performed all of the covenants herein contained to be by it then performed, the Trustees shall re-deliver to the Cleaner Company the mortgaged property to be thereafter held and used by it as if no default had occurred.

15. It is hereby understood and declared that the rights of entry hereinbefore granted are not exclusive of but are in addition to the appropriate remedies provided by law through the means of judicial proceedings for the enforcement of liens and obligations. And in case default shall be made by the Cleaner Company as mentioned in Article 14 hereof and shall continue as therein mentioned it shall be the duty of the Trustees upon requisition in writing signed by the holders of not less than one-third in amount of such bonds then outstanding and upon security and indemnity being furnished satisfactory to it, indemnifying it against all costs, expenses and liabilities to be by it incurred, to institute and prosecute judicial foreclosure proceedings for the enforcement of the liens hereby created and the sale of the properties, rights, franchises, privileges and immunities hereby conveyed: subject to the power, which power is hereby expressly declared of a majority in interest of the holders of the bonds then outstanding to instruct the Trustees in writing to waive any such default (except a default in the payment of principal of any of said bonds when due and except a default in the payment of any ~~xxxxxx~~ interest) so far as it may authorize the institution

of proceedings for the foreclosure and sale of said property, rights, franchises, privileges or immunities, provided that no action of the Trustees or of the bond-holders in waiving a default shall be taken to apply or to affect any subsequent default or impair the rights of the Trustees or of the bond-holders resulting from such subsequent default. In case foreclosure be instituted, the Trustees shall be entitled to have a receiver appointed by the Court to take ~~care~~ charge of, operate and control the properties, rights, franchises, privileges, stocks, bonds, evidences of indebtedness and immunities hereby conveyed. In case of sale of the mortgaged property, franchises and premises either by the Trustees or pursuant to any judicial decree, the purchaser for the purpose of making settlement or payment for the properties so sold shall be entitled to turn in and apply towards the payment of the purchase price and be credited with any bonds issued hereunder and any matured or unpaid coupons and interest to the extent of the value of or amount which would be payable upon such coupons, bonds and interest upon a distribution among the bondholders of the net proceeds of such sale after making the deductions allowed under the terms hereof for the costs and expenses of the sale and otherwise. But such bonds, coupons and interest so applied in payment by the purchaser shall be deemed to be paid only to the extent so applied.

16. The said Cleaner Company shall be permitted to alter, remove, sell or dispose of any building, fixtures, machinery or other appliances hereby conveyed which cannot be advantageously used in the management of the business of the Cleaner Company, provided that no such sale if it exceeds the sum of Two Thousand Dollars (\$2,000), shall be made unless the written assent of the Trustees shall have been first obtained, as hereinafter provided.

Upon the Affidavits of the President and the Secretary

of the Cleaner Company, that ~~that~~ certain real or personal property covered by this deed of trust is no longer required for the purpose of maintaining its business and continuing the ordinary course of business of the Cleaner Company, the Trustees, if the Cleaner Company be not in default to the knowledge of the Trustees in the performance of the covenants thereof, may authorize and permit the Cleaner Company to sell or exchange and transfer and convey such property free from the lien hereof and to expend the proceeds of such sale or sales in the purchase of other property required for the use of the Cleaner Company in connection with its buildings and plant, or improvements or extensions, or to receive such other property in exchange for that transferred; which other property so acquired shall thereupon ipso facto and without further conveyance become immediately subject to the lien and operation of this deed of trust, and this mortgage or deed of trust shall immediately be and become a first charge and lien thereon as fully as if specifically mortgaged hereby. But if requested by the Trustees, the Cleaner Company shall convey the same to the Trustees by appropriate deeds and conveyances upon the trust and for the purpose of this indenture. When such permission shall have been given by the Trustees and it shall be satisfied by the affidavits of said President and Secretary that such other property has been received in exchange or purchased with the proceeds of sale of such as has been sold as aforesaid, and the Trustees shall execute a release of the lien hereof upon the property thus transferred by the Cleaner Company, if such release is desired by the person or persons acquiring the same from the said Company.

17. Anything contained in this indenture to the contrary, notwithstanding, the Cleaner Company shall have the right to purchase each, any or every of the bonds issued hereunder and certified by the Trustees at any time after the first

day of July 1909, by paying to the then **holder**, or in case of registry, to the registered owner thereof the par value thereof with all accrued interest thereon; and upon such payment as aforesaid the then **holder**, or in case of registry, the then registered owner thereof shall surrender the same to the Cleaner Company for cancellation, it being expressly understood and agreed that such right to retire said bonds is solely in said Cleaner Company and shall only be exercised after a resolution of the Board of Directors adopted at a meeting, notice of which shall state the object thereof.

18. Anything contained in this indenture to the contrary notwithstanding, the holders of seventy-five per cent in amount of the bonds then outstanding shall have the right from time to time if they so elect and manifest such election by an instrument or concurrent instruments in writing, executed, acknowledged and delivered to the Trustees as herein provided, to direct and control the method and place of conducting any and all of the proceedings for any sale of the property, franchises and premises hereby mortgaged and pledged, or for the foreclosure of this instrument or for the appointment of a receiver, or any other action or proceeding hereunder, unless otherwise directed by an order of the Court having control or jurisdiction thereof.

19. Nothing contained in this indenture, or in any bond hereby secured, shall prevent any consolidation or merger of the Cleaner Company with any other corporation, or any conveyance, transfer or lease, subject to the continuing lien of this indenture and to all the provisions thereof, of all the mortgaged property, franchises and premises to any corporation lawfully entitled to acquire the same; provided, however, that such consolidation, merger, sale or lease shall be upon such terms as to preserve and not impair the lien and security of this indenture, or any of the rights or powers of the Trustees

or of the bond-holders hereunder; and provided further that in case of such consolidation or merger, conveyance, transfer or lease, then any such corporation with which the Cleaner Company may be consolidated or merged, or to which the property, franchises and premises of the Cleaner Company may be conveyed, transferred or leased, or the successor of any such corporation, shall keep separate account of the dividends, earnings, rents, issues and profits and other income of such property, franchises and premises, and of the expenses incurred in managing, operating and using the same, and that such income, after paying the expenses of operating and maintaining the said property, franchises and of conducting the business thereof and the taxes and rentals thereon, shall be first applied to the payment of the interest accruing and maturing upon the bonds issued hereunder.

20. No holder of any bond or coupon hereby secured shall have the right to institute any action, suit or proceeding at law or in equity upon or in respect of this indenture, or for the execution of any trust or power hereof, or for the appointment of a receiver or for any other remedy under or upon this indenture, unless such holder shall previously have given to the Trustees written notice of any existing default and to the continuance thereof as hereinbefore provided; nor unless also the holders of one-half in amount of the bonds hereby secured then outstanding shall have made written request upon the Trustees and shall have afforded to them reasonable opportunity either to proceed themselves to exercise the powers hereinbefore granted or to institute such action, suit or proceeding on their own account; nor unless also such holder or holders shall have offered to the Trustees adequate security and indemnity against the costs, expenses and liabilities to be incurred in or by reason of such action, suit or proceeding, and the Trustees shall have refused or neglected to comply with such request within a reasonable time thereafter. And such notification, request and offer

of indemnity are hereby declared in every such case, at the option of the Trustees, to be a condition precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or for the appointment of a receiver or for any remedy hereunder; it being understood and intended that no one or more holders of bonds or coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture by his or their action or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of such outstanding bonds and coupons.

put further convey
21. The Cleaner Company hereby covenants with the Trustees that it will hereafter, from time to time, on request of the Trustees, execute and deliver such other and further instrument or conveyance, release or assurance of title as may be necessary, in the judgment of the Trustees, to carry out the purpose of this instrument and to fully vest in it, or in the purchasers from it, the full and entire interest in any and all property, rights, franchises, privileges and immunities hereby conveyed or contracted to be conveyed by way of security for the payment of said bonds.

Removal of Trustee
22. The Trustees, or their successor or successors in this trust may be removed at any time by an instrument or concurrent instruments or counterparts in writing, executed and acknowledged by the holders of seventy-^{five} per cent in amount of the bonds hereby secured then outstanding, provided that all lawful ~~xxx~~ claims and demands of the Trustees against the Cleaner Company shall be fully paid at the time of such removal.

The Trustees or their ~~successor~~ successor or successors may at any time resign the trust hereby created by filing its resignation with the Cleaner Company, after having given the Cleaner

Company and every bond-holder who may have registered his name and address with it notice in writing at least three months before such resignation shall take effect of their intention so to do, and whenever notice of such resignation is so given, or a vacancy in the office of the Trustees hereunder shall occur from any cause, a new Trustee to hold the office from the commencement of such vacancy shall be appointed as follows, viz: Holders of a majority in amount of the bonds hereby secured and outstanding shall execute an instrument or concurrent instruments or counterparts, signed by such bondholders or their attorneys in fact, duly acknowledged, which instruments shall appoint such new Trustee and be filed and recorded in the New York County Clerk's office. In the event of a vacancy in the office of Trustee, the Cleaner Company shall have the power to appoint a Trustee to act until a new Trustee is elected as herein provided. Every such Trustee appointed in the place of the Trustees hereunder, or their successor in trust, shall always be a Trust Company in good standing within the United States, authorized to accept such trust if there be such a Trust Company willing and able to accept the trust upon reasonable or customary terms. Any such new Trust Company appointed hereunder shall execute, acknowledge and deliver to the Cleaner Company an instrument accepting such appointment hereunder and thereupon such new Trustees or Trust Company shall, without any further act, deed or conveyance, become vested with all of the estates, properties, rights, powers and trusts, of the predecessor in the trust hereunder, with like effect as if originally named as Trustee herein. But the Trustee retiring shall, nevertheless, on the written demand of the new Trustee, execute and deliver an instrument conveying and transferring to said new Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the Trustees so retiring, and shall duly assign, transfer and deliver to the new Trustee so appointed in their

place all properties and moneys held by them. Should any deed, conveyance or instrument in writing from the Cleaner Company be required by any new Trustee for more fully and certainly vesting in and confirming to it the said estates, properties, rights, powers, trusts and duties, then any and all such deeds, conveyances and instruments in writing shall, on the request of such new Trustee, be made, executed, acknowledged and delivered to the Cleaner Company. On the resignation or removal of the Trustees or their successors in office as herein provided, they shall be entirely discharged from their trust and from any further liability thereunder.

23. And it is further covenanted that every successor or assignee of the Cleaner Company, and every corporation which which it shall be consolidated or merged and to which its property and franchises may be conveyed or transferred shall possess and exercise each and every right and power of the Cleaner Company hereunder, but every such successor and every corporation with which the Cleaner Company may be consolidated or merged, or to which its property, franchises and premises may be conveyed, transferred or leased, shall, as a condition of such merger or of such conveyance, transfer or lease, be bound to observe and perform each and every covenant, stipulation, promise and agreement as fully and completely as if it had itself executed this indenture as party of the first part thereto.

24. Upon the payment then due of all the principal and interest of the bonds which shall have been issued hereunder, and upon the performance of all the covenants covenanted to be performed, the Trustees shall, upon the written request of the Cleaner Company, forthwith enter satisfaction of this mortgage upon the records and shall do, make, execute and deliver such deeds, acts, instruments or assurances as may be necessary to vest all of the premises and property hereby granted in the Cleaner Company, its successor or assigns, free and dis-

charged from the lien of these presents.

25. All of the grants, conditions and covenants hereof made to or by the parties shall be construed as if made to, by and on behalf of the respective parties and their successors or assigns.

26. The said John W. Van Camp and Samuel F. Bagg of Watertown, N.Y. for themselves, their successor or successors, hereby accept the trust hereby created and assume the duties herein created and imposed, upon, and only upon the following terms and conditions, to wit:

(1) The recitals and statements of fact herein contained and contained in the bond hereby secured shall be taken as statements by the Cleaner Company and shall not be construed as made by the Trustees.

(2) The Trustees may select and employ in and about ~~xxx~~ said trusts and duties suitable agents and attorneys, whose reasonable compensation shall be paid to such Trustees by the Cleaner Company or in default of such payment shall be a charge upon the hereby mortgaged property and its proceeds paramount to said bonds. The said Trustees shall not be liable for any error or mistake made by their agents or attorneys in good faith, but only for their own gross negligence or default of their agents or attorneys in the discharge of their duties as such Trustees.

(3) The Trustees shall have a first lien upon the mortgaged premises and funds for their reasonable expenses, counsel fees and compensation incurred in the performance of said trust powers and duties.

(4) The Trustees shall be under no obligation or duty to perform any acts hereunder or defend any suit in respect thereto, unless fully indemnified to their satisfaction; nor shall the Trustees be bound to recognize any person as a bond-holder

until his bonds are submitted to them for inspection, if required, and his title satisfactorily established, if disputed.

(5) The exclusive right of action hereunder shall be vested in the Trustees until their refusal so to act and no bond-holder shall have the right to enforce these presents until after a demand upon the Trustees accompanied by a tender or indemnity satisfactory to them as aforesaid, and their refusal by the Trustees to act in accordance with said demand.

(6) The Trustees shall not be bound to see to the filing or refiling, or recording of this instrument or to ascertain or inquire as to the performance of the covenants hereof by the Cleaner Company, or to make any demand or to pay any money or do anything with reference to maintaining said Cleaner Company and shall incur no liability on account thereof until it shall have been by one or more of the bond-holders of the Cleaner Company requested in writing so to do, and such written request shall specifically set forth what is desired to have done and the reason therefor and proper indemnity to their satisfaction given to them indemnifying them against loss or expense resulting therefrom: but it may at its own option, do and perform any act herein ~~authorized~~ authorized without such notice and indemnity, except as herein otherwise provided.

(7) The Trustees shall not in any event be liable for the use made by the Cleaner Company of any funds or moneys derived from the sale of any of the bonds herein, or for the use of any of the bonds delivered by the Trustees to the Cleaner Company in accordance with the provisions of this Trust deed. And bonds shall not be delivered to the Cleaner Company except upon the demand of the President and Treasurer of the Cleaner Company who shall give a receipt therefor. All requests of bond-holders made upon the Trustees herein referred to must be in writing, signed by the bond-holders with their place of address and acknowledged in such a manner as a deed must be, to entitle the

The maximum amount of the principal indebtedness (not including interest, taxes, assessments, water rates, insurance or other expenses made by the party of the second part to preserve the mortgage lien), which is, or under any contingency may be, outstanding so as to be secured, hereby is

One Hundred Thousand Dollars

Dollars, (\$ *100,000⁰⁰*).

100

The amount of said principal indebtedness actually advanced at the time of the making hereof is

One Hundred Thousand

Dollars, \$ *100,000⁰⁰*).

100

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of

Martin Ship Cleaner Co. [L. S.]

William Martin Bes [L. S.]

F. H. Follett

same to be recorded in the New York County Clerk's Office and filed by the Trustees at their office in the City of Watertown, N.Y.

IN WITNESS WHEREOF the Martin Ship Cleaner Company has by its President and Secretary, thereunto duly authorized by resolution of its Board of Directors caused its corporate name to be signed and by these presents and its corporate seal to be hereunto affixed and attested to by its Secretary, and the said John W. Van Camp and Samuel F. Bagg, the Trustees herein named, have subscribed their hands and seals the day and year first above written.

Martin Ship Cleaner Company

Attest:

BY

William Martin
President.

F. H. Follett
Secretary.

John W Van Camp

S. F. Bagg

STATE OF NEW YORK ss.

COUNTY OF Oneida

On this 9th day of June, 1906

before me personally came William Martin, to me known, who being by me duly sworn, did depose and say that he resided in Watertown, N. Y.; that he is the President of the Martin Ship Cleaner Company, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name and the name of said corporation thereto by like order.

S. Elizabeth Ames
Notary Public

STATE OF NEW YORK,
ONEIDA COUNTY CLERK'S OFFICE, ss.

I, Alfred J. Bromley, Clerk of said County, and of the Supreme and County Courts therein, the same being Courts of Record, Do Hereby

Certify, that Elizabeth Ames

whose name is subscribed to the certificate to the proof or acknowledgement of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgement, a NOTARY PUBLIC for said County, dwelling in said County, and sworn and duly authorized to take the same. And further that I am well acquainted with his handwriting, and verily believe that the signature to the Certificate of said proof or acknowledgement is genuine. And further, that said instrument is executed and acknowledged according to the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand, and affixed the seal of said County and Courts, at the City of Utica, this 11th day of June, 1906.

Alfred J. Bromley Clerk.

Deputy Clerk.

Virginia: Clerk's Office of the Circuit Court of the County of Isle
of Wight February 6th. 1908 at one twenty five o'clock P.M. this deed
was received and with the certificates annexed, admitted to record.

Teste, *[Signature]* C.C.

D.B. 74, page 599

State tax	\$100.00	} Paid by check
Fee,	15.00	

State of New York)
County of) SS.

On this 14th day of June 1906, before me personally came John W. Van Camp and Samuel F. Bagg, to me known, and known to be the same persons described in and who executed the foregoing instrument and they severally acknowledged to me that they executed the same.

Wm. J. Fair
Notary Public

Received of the Mortgagee named in the within instrument, \$ 6438
Being the amount of the tax imposed thereon, and paid at the date of the recording thereof.
Dated JUN 26 1906

Serial No. 23998

Frank Gass
Register of New York County.

Recorded in the Office of the Register of the County of
New York, on the 26 day of June A. D. 1906.
at 10 o'clock 2 Min. 4 M. in block series (Mortgages)
section Lib 117 page 477 and indexed under
Block Number on the
Land Map of the City of New York.

Witness my hand and Official Seal,

Frank Gass
Register.

" EXHIBIT A " .

AN ACCOUNT showing the amount and character of the work done, and materials furnished by Walter H. MacKimmie, on the buildings and premises described in plaintiff's bill in this cause, the price and costs thereof, the amount due and owing the said defendant, and the nature of the improvements, to-wit;

-----0-----

1912.

Feb.	Paid for lumber for improving porch on house --	\$12.00
	" carpenter for work thereon -----	4.50
	" for shingles for roof -----	2.50
	" carpenter for labor on above -----	1.50
	" for tar roofing for kitchen -----	15.00
	" two carpenters -----	4.50
Mch.	" for plastering house & material for same --	18.25
	" for ceiling for kitchen -----	4.50
	" for nails, staples, tin, etc. -----	5.00
	" carpenter for labor -----	2.50
	" for piling and blocking up house -----	5.50
	" for putting 24 windows in house -----	24.00
	" for material and labor on chicken coop ---	12.00
	" " " " " shed -----	9.00
	" " " " " barn -----	20.50
	" freight on material from Norfolk to farm --	13.50
	" for wire fencing, and fencing 15 acres ---	121.50
	" " work and labor grubbing and cleaning up the 15 acres therein -----	36.00
	Work and labor thereon from Feb. 1912, to Feb. 1st, 1914. -----	700.00

Total ----- \$1012.25

In the Circuit Court of the
County of Lee of Wight
In Chancery.

John W Van Camp.
as Trustee, &c

vs
Martin Ship Cleaner
Co. a Corp.

Walter H MacKinnin
Etal, Defendants

~~Answered~~
~~Answer~~ ~~Plaintiff~~

Walter H MacKinnin
Defendants

(Office Copy)

Edward Walbridge
Atty. for Walter H MacKinnin

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

May 9, 1914.

Mr. A. S. Johnson,
Isle of Wight, Va.

My dear Mr. Johnson.

Van Camp vs MacKimmey et als.

Please find enclosed draft form of commission
in the above matter, which you will please execute and return
to me at once.

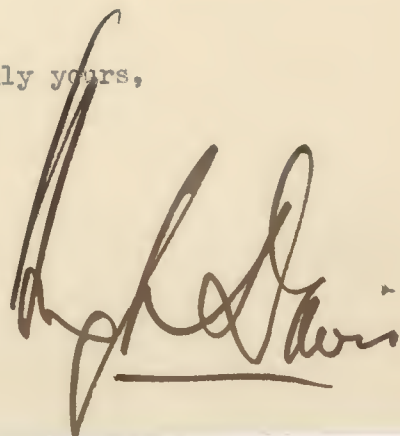
I also enclose herewith letter addressed to you by
Mr. Waldbridge, and Answer of Walter H. MacKimmey.

It is agreeable to me to have Mr. MacKimmey's answer
withdrawn, which was previously filed by me, and if you will
return same to me with the executed commission, I will return
it to Mr. MacKimmey. As no other appearances have been made
in this matter, I see no objection to entering this answer now
enclosed as of the date of the endorsement on the answer already
in the papers.

HWD/RG

3 Encls.

Very truly yours,



EDWARD L. WALBRIDGE
ATTORNEY AND COUNSELOR AT LAW
710 CITIZENS BANK BLDG.

NORFOLK, VA.

May 8th 14.Mr. Albert S. Johnson, Clerk.
Isle of Wight Va.

My dear Mr Johnson:- Enclosed please find Answer of Walter H Mae Kimmie, which I desire to file in the Van-
Camp Chauncy proceedings re Mae-
Kimmies, Etal, in the place of the Answer now on file in said Cause, and which Answer now on file I wish to withdraw from the papers in the case. -

You will find Atty. Davis' Consent herewith and approval of the above request. You may send former answer to me, with best wishes I beg to remain.
Sincerely yours,
Edward L. Walbridge.

THE COMMONWEALTH OF VIRGINIA,

To Lucy E. Zimmer, a Notary Public of the State of New York,

GREETING:

KNOW YOU, that we, trusting in your fidelity and provident circumspection in diligently examining John W. Van Camp and others, witnesses on behalf of the plaintiff in a certain matter of controversy depending in our Circuit Court of Isle of Wight County, in the State of Virginia, between

JOHN W. VAN CAMP, remaining trustee under a mortgage or deed of trust of the Martin Ship Cleaner Company, to John W. Van Camp, and Samuel F. Bagg, Trustees, dated May 15th, 1906, plaintiff,

-versus-

IN EQUITY.

SAMUEL F. BAGG, the Martin Ship Cleaner Company, a corporation, Evaline MacKinney, E. D. Van Brocklin, James W. Spencer, J. A. Dutcher, R. K. Stevens, Fred B. Smith, James B. Kirkbridge, Byron H. Clow, Josie M. Chinery, Wm. A. Nims, A. Bertrand, Samuel L. Barnhart, Silas W. Foster, R. E. Schoolcraft, Wm. Hyland, W. S. Rice, Emily R. Cook, Herbert V. Clark, Frank B. Clark, C. H. Pfister, Frank H. Follett, Mary E. Martin and all others holding bonds secured by said mortgage herein designated as "Parties Unknown", C. J. Clark and W. H. MacKinney, defendants,

request you that between the hours of 9 A. M. and 6 P. M. on the 20th day of May, 1914, at No. 34 Savings Bank Building, in the City of Watertown, State of New York, or thereafter on such day or days, and at such place or places, as you shall then appoint, the witnesses aforesaid, before you, you call and cause to come and diligently examine on the Holy Evangelists of Almighty God, and such examination into our said Court distinctly and plainly, without delay, you send and certify enclosed, returning also this writ.

WITNESS, A. S. Johnson, Clerk of our said Court, at Isle of Wight, in Virginia, aforesaid the day of 1914, and
in the year of the Commonwealth.

Clerk.

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

January 5th, 1915.

Edward L. Walbridge, Esq.,
Attorney at Law,
Norfolk, Va.

Dear Sir:-

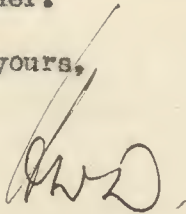
Van Camp v. McKimsey:

Judge White instructs me to advise you in response to your letter to him under this date, that he will receive your upset bid for the property sold on yesterday by the Special Commissioner in the above cause, provided the same is made at his office at 10:45 A. M. tomorrow, January 6th, and is accompanied by cash or certified check in the sum of \$500.00 to be deposited with him as a guarantee of your faithful performance.

Upon your upset bid being duly made as above set forth, accompanied by said deposit, the property will be immediately offered for sale by him, in Chambers, the bidding to be started at the sum of \$3000.00, the amount of your upset bid on the property, to be knocked down to the highest bidder.

Very truly yours,

HWD/R



Jan. 5/15.

In re Van Camp-Mackinnie
Judge B.D. White:

In behalf of my clients,
Mackinnies, I protest and object to
the Confirmation of the sale of Mac-
Kinnie farm Sale of Edgett Co Va
for the reason that the bid is
too inadequate. My Clients had
no notice nor knowledge what
ever when the farm was to be
sold.

On May 27/14. In behalf
of my Clients I submitted a written
proposition to Alby Davis offering
to give \$3000⁰⁰ for the farm,
which amount my Clients
are still ready to give for
the said farm. I was here at
10 AM to day and waited 10 30 1¹⁰ at
Very respectfully,
Edmund L. Melbridge.

In re Van Camp -
MacKinnon

Judge White

7 Original & Supp.

March 12 - 1861

FIELD & SWAN
ATTORNEYS AND COUNSELORS
36-38 SAVINGS BANK BUILDING
WATERTOWN, N.Y.

BRAYTON A. FIELD

MASON M. SWAN

August 9, 1923.

Clerk's Office of the Isle of Wight,
Isle of Wight, Va.

Dear Sir:

In the case of John W. Van Camp-vs- McKimney et al, judgment was entered in the Circuit Court in your office on or about January 17, 1916. In that action, we were attorneys for Mr. Van Camp and also for most of the bondholders. As such attorneys we employed attorneys Davis and Davis of Norfolk to bring the action and Mr. D. W. Davis was appointed special commissioner to sell the property which brought \$5000 and pay out proceeds in accordance with said judgment. Some of the bondholders were unable to find their bonds and for that reason were unable to receive the dividends of about 5% which was ordered paid upon each of said bonds. As a result of this situation, the special commissioner had a balance upon hand of several hundred dollars, according to our latest information.

We have written Davis and Davis once or twice during the last two or three years to receive their opinion as to what disposition should ~~you~~ be made with the balance upon hand, and have not received reply from them.

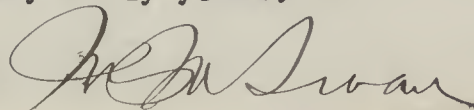
We assume that as such commissioner, Mr. Davis should make and file an annual statement in your office. We would therefore be pleased to have you inform us what your records show in regard to any unpaid balance in this case.

We trust that Mr. Johnson still has the honor of being clerk in this county. We recall very pleasantly, our visit with him many years ago and have always felt very much indebted to him for the many courtesies which he extended to the writer in his various visits to the Isle of Wight in this matter. Any information you can give us in regard to what disposition should be made of any balance now in the hands of the court in this case would be appreciated. Should there be any fees connected with this matter, we would be glad to pay the same upon hearing from you.

Thanking you in advance, we are

Very truly yours,

MMS/ARG



First order.
Second order.
Third order.
Fourth order.
Fifth order.
Sixth order.

order of publication.

Taking depositions

Sale of land

accepted of Special Commr. H.W. Davis

bid of J.B. Crabbett accepted for land

Report of Sp. Commr.

Clerk's Office
of Isle of Wight County
Isle of Wight, Va.

R. A. Edwards, Clerk

August 13th, 1923.

Mr. Hugh W. Davis, Atty.,
Norfolk, Va.

My dear Sir-,

In Re Jno. W. Van Camp Trustee, Vs. McKemie et als.
Chancery No 160-Isle Of Wight, Va.

At the request of Attorneys of Watertown N. Y. I today tried to locate the above papers in this office and found that they were not on file here, I got into communication with the former Clerk who tells me that you had them in your possession the past time that he knew anything about them, therefore I am writing to ask if you do happen to have them on hand and if so to let me have them by return mail. Under instructions from the Court I might also at this time call your attention to the decree which was entered in this cause during the December term of this Court for the year of 1916, in which the special Commissioner was required to make report every six months, however this does not appear to have been done.

Awaiting yours, I re^main Very Respty,

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

October 15, 1923

R. A. Edwards, Esq.,
Clerk, Isle of Wight County,
Isle of Wight, Virginia.

Dear Sir:

Re: JOHN W. VAN CAMP v. McKIMMEY, et als.

Please find enclosed herewith report of the under-
signed Special Commissioner, which is to be entered in the
above cause.

Very truly yours,

Hugh W. Davis
m

Enc.

LAW OFFICES OF
HUGH C. DAVIS AND HUGH W. DAVIS
1102 BANK OF COMMERCE BUILDING
NORFOLK, VA.

October 19th, 1923.

Mr. R. A. Edwards, Clerk
Isle of Weight County,
Isle of Wight, Va.,

Dear Sir:

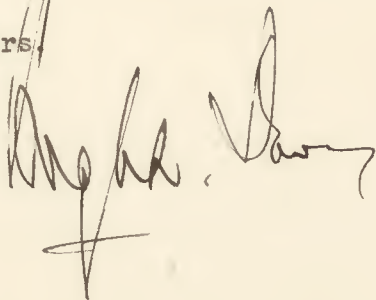
Van Camp v. McKemie et als.

Replying to yours of October eighteenth:

As I previously advised Judge White, I have
not the papers in this case, nor do I know any reason
why they should be charged against me by you.

Very truly yours,

HWD.

A handwritten signature in dark ink, appearing to read "Hugh W. Davis", is written over the typed name "Very truly yours,". The signature is fluid and cursive, with a large initial "H" and a long, sweeping underline.

Mr. A. Pascher,

Mar. 1868 7-1-

McKinnis & Emil Kinnice

By [illegible]

$$\begin{array}{r} 111 \\ 111 \\ \hline 333 \end{array}$$

$$\begin{array}{r} 25 \\ 125 \\ \hline 3125 \end{array}$$

LAW OFFICES OF
HUGH W. DAVIS AND WILLIAM L. PARKER
NATIONAL BANK OF COMMERCE BUILDING
NORFOLK, VA.

April 7,
1933.

Re: Van Camp v.
McKinney.

Mr. R. A. Edwards,
Isle of Wight, Virginia.

Dear Sir:-

Since the receipt of your letter of March 6th I have made an effort to find my files in this matter. Unfortunately, during the period of eighteen years which has elapsed since this suit was active I have moved my office several times.

I have succeeded today in finding copy of a report, a copy of which I am enclosing herewith, and I am undertaking to trace the disposition of the balance of \$117.93 referred to therein.

Will you be kind enough to compare this report enclosed herewith with the record and advise me whether or not there has been any subsequent report filed with you, if so sending me a copy of same, with your bill.

Meantime I will appreciate your indulgence in deferring issue of show cause order referred to in your letter.

Yours very truly,

H. W. Davis

Hugh W. Davis.

#160
CC-Judge B. D. White,

HWD.H

John A. Baecher
Atty. at L
Law Bldg. No Va.

7th regt
4/10/53.
#160



JOHN M. PURCELL
TREASURER OF VIRGINIA

Commonwealth of Virginia

TREASURER'S OFFICE

RICHMOND, VA.

May 15, 1933

Mr. R. A. Edwards, Clerk
Circuit Court Isle of Wight County
Isle of Wight, Virginia

Dear Mr. Edwards:

We are in receipt of your letter inclosing us a copy of the decree of the Circuit Court of Isle of Wight County dated April 26, 1933 in the cause of John W. Van Camp, etc. vs. Evaline McKimmey, Chancery #160.

This decree advises us that Hugh W. Davis, Special Commissioner, in the cause, has in his hands \$117.92, which sum had remained uncalled for since 1923 and is ordered by the Court to pay the unpaid costs of the cause and to pay the remainder to the Treasurer of Virginia, to be placed by him to the credit of the Literary Fund and to remain until further order of the Court.

We suppose that this is an escheat to the State from the Estate of John W. Van Camp and upon receipt of the money from Mr. Davis will make such notation on our records.

Very truly yours,

J. M. Purcell
Treasurer of Virginia

WLY/MK

LAW OFFICES OF
HUGH W. DAVIS AND WILLIAM L. PARKER
NATIONAL BANK OF COMMERCE BUILDING
NORFOLK, VA.

May 22,
1933.

Re: Van Camp
v.
McKinney.

Mr. R. A. Edwards,
Clerk, Isle of Wight County, Va.

Dear Sir:-

I am enclosing herewith report of
Hugh W. Davis, Special Commissioner, in the
above matter.

Yours very truly,

H. W. Davis

Hugh W. Davis.

H
Encl.