

1875-008
Nansemond Co. (Suffolk)

Chancery Causes: Reuben A. Hill vs Nathaniel Hasty & Elizabeth P. Hasty et al

Twombly, A. P. Morse & Co., Thacker, Riddick, McGlaughon, Hasty, Hill & Co., Blood
Herrell, Norfleet

Folder 1

To Nathaniel Hasty and Elizabeth P. his wife, Horatio
N. Twombly, Charles E. Hill and Elizabeth A. Hill, his wife,
Benjamin Riddick, and A. P. Morse and George Blood,
partners doing business under the firm style of A. P. Morse & Co;

Take Notice, That I shall proceed on the 6th day of October 1869
and between the rising and setting of the sun, at the Office of the Clerk
of the Court of the County of Hansemond,

to take the deposition of

Reuben A. Hill, and others, Witnesses,

to be read as evidence in the suit now depending in the

Circuit Court of the County
of Hansemond,

in which

I am —

plaintiff and

you are

defendant. And if, from any cause, the said deposition should not be commenced on that day,
or if commenced, be not concluded on that day, the taking of the same will be adjourned and continued from
day to day, or from time to time, at the same place and between the same hours, until the same shall be com-
pleted.

Reuben A. Hill

per Counsel

I acknowledge service
of the within notice for
A. Hartley & P. Munn
& Benjamin Derby 1860
John R. Kelly
Att'y

30 Sep. 1869.

Service of the within no-
tice is acknowledged for
the within named Horatio
N. Townsley, Chas. E. Hill
and Elizabeth A. Hill.

S. D. & Sharp, Att'y.
Sep. 30th A.D. 1869.

In the Circuit Court of the County of Nausemond.
In Chancery.

Reuben A. Hill. Plaintiff.

against

Nathaniel Hasty and Elizabeth P. his
wife: Horatio N. Twombly, Charles E.
Hill and Elizabeth A. Hill, his wife,
Benjamin Fiddick, and A. P. Morse and
George Blood: partners, doing business
under the firm and style of A. P. Morse & Co. Defendants.

The Deposition of Reuben A. Hill and others, taken
before me, Jacob Lacroche, a Justice of the Peace for the
County of Nausemond, pursuant to notice hereto annexed,
at the Office of the Clerk of the Court of the County of Nause-
mond, on the 6th day of October 1869, between the rising and
setting of the sun, to be read as evidence on behalf of the
Plaintiff and the Defendants. Horatio N. Twombly and
Charles E. Hill and Elizabeth A. Hill, his wife, in this
Cause.

Present: George J. Scarborough, Esq. Counsel
for the Plaintiff, and for the Defendants
Horatio N. Twombly and Charles E.
Hill and Elizabeth A. his wife
and John R. Kilby, Esq. Counsel for the
other Defendants.

Reuben A. Hill being duly sworn on the Holy
Evangelists of Almighty God, deposes and saith as follows:
1. Question by Plaintiff's Counsel. Are you the

Plaintiff in this cause?

Answer. I am.

2nd Question by same. Are you acquainted with the other parties in this cause?

Answer. I am.

3rd Question by same. Have you ever known a firm called Hasty, Hill & Co., if aye, state, if you can, who composed that firm, where it did business, and whether it has or has not been dissolved, and if dissolved, when and how?

Answer. I have known such a firm, which was composed of Nathaniel Hasty, Charles E. Hill and myself, which did business here, in Suffolk, and was dissolved in 1867: my brother, the said Charles E. Hill, then sold out to said Hasty and myself.

4th Question by same. In what business was that firm engaged?

Answer. In Manufacturing Shocks and Heads.

5th Question by same. Can you state whether the said firm is or is not the same firm of Hasty, Hill & Co., mentioned in this cause?

Answer. Yes, sir, it is.

6th Question by same. Have you ever known a firm called Hasty & Hill; if aye, state if you can, who composed that firm, where it did business, and whether it has or has not been dissolved, and if dissolved, when and how?

Answer. Yes sir, I have known such a firm, which was composed of Nathaniel Hasty and myself, which did business here, in Suffolk, and was dissolved on the 31st.

day of October 1867, by my selling out to said Hasty.

7th Question, by same. You have stated that Charles E. Hill sold out to the said Nathaniel Hasty and yourself: can you state whether the said firm of Hasty & Hill was the successor of Hasty, Hill & Co., doing the same business, at the same place, and owners of the partnership effects of said Hasty, Hill & Co.?

Answer. The said firm of Hasty & Hill was the successor of Hasty, Hill & Co., did the same business, at the same place, and were owners of the partnership effects of Hasty, Hill & Co.

8th Question, by same. Can you state at what price the said Charles E. Hill sold out to the said Hasty & Hill, his interest in the partnership property of Hasty, Hill & Co.?

Answer. He sold out at the price of \$10,500.

9th Question, by same. Please look at the paper now exhibited to you, and state whether it was executed by yourself and the said Nathaniel Hasty? (the said paper being Exhibit ("A") filed with the Plaintiffs' Bill, in this cause)

Answer. It was executed by myself and Nathaniel Hasty.

10th Question, by same. Can you state, whether the two sums therein mentioned, the one of \$5500. and the other of \$5000, were the purchase money to be paid by the said Hasty & Hill to the said Charles E. Hill, for the interest of the latter in the partnership property and effects of Hasty, Hill & Co.?

Answer. Yes, sir, they were.

11th Question, by same. Was the property embraced by said Deed (said Exhibit (A)) and thereby conveyed to Horatio N. Tivonby, the Trustee therein named, the partnership property of Hasty & Hill?

Answer. Yes, sir, it was.

12th Question by same. Was the said debt of \$10,500., a debt due by the said firm of Hasty & Hill?

Answer. It was.

13th Question by same. Did or did not you and the said Hasty and Charles E. Hill, prior to the execution of the said Deed, or about the time of its execution, take the advice of Counsel, learned in the law, in relation thereto, and, if aye, of whom?

Answer. Yes, we did, of John R. Kelly Esq: the gentleman now present.

14th Question, by same. Can you state, by whom, the ^{said} Deed (Exhibit (A)) and the bonds therein mentioned were written?

Answer. They were written by John R. Kelly Esq: the gentleman present.

15th Question by same. When the said firm of Hasty & Hill was dissolved, did you convey by Deed, your interest in the partnership property and effects of Hasty & Hill, to the said Hasty?

Answer. Yes, I did.

16th Question by same. Please look upon the paper now exhibited to you (the same being Exhibit (B)) filed with the Plaintiffs' Bill in this cause)

and state, whether, according to the best of your knowledge and belief, the same is a copy of said Deed from you to the said Nathaniel Hasty?

Answer. To the best of my knowledge and belief, I think that it is a copy of said Deed.

17th Question, by same. Look at the paper now submitted to you (being Exhibit ("C") filed with the Plaintiffs' Bill in this Cause) and say, who wrote and witnessed it?

Answer. John R. Kilby, Esq: above named

18th Question, by same. Was the said Exhibit ("C") executed by the said Nathaniel Hasty, and witnessed by the said John R. Kilby, in your presence?

Answer. It was.

19th Question by same. Can you state, by whom the original, of which the said Exhibit "B", above mentioned is a copy, was written?

Answer - By Mr: John R. Kilby.

20th Question by same. Look at the two papers pinned together (being Exhibit ("E") filed with the Plaintiffs' Bill in this Cause) and state, if you can, whether the smaller is an original paper, and, if aye, by whom it was executed?

Answer. It is an original paper, and was executed by the said Nathaniel Hasty.

21st Question by same. Please state according to the best of your knowledge and belief, whether the sum of money, to wit: the sum of \$367 ³⁰/₁₀₀, mentioned in the said "smaller" paper has ever been paid

by the said Nathaniel Hasty?

Answer. No sir, it has not been paid.

22nd Question, by same. Please state if you can,

whether the said Nathaniel Hasty, shortly previous to the institution of this suit, did or did not make any threats as to what disposition he would make of the lumber, shocks and heading which he then had on hand or which were then in or about the said Shock Factory already mentioned, and, if any, state what those threats were?

Answer. Yes sir, he did: he said that he would ship them or put them in some other parties' hands, or burn them up: He also said, that he would be damned if they should go to said Charles E. Hill to pay any of his (Hasty's) debts on the Factory, as he, the said Charles E. Hill, had a plenty of money. This answer was given by said Hasty, on my asking him if he meant to pay the money due on the said "smaller paper", and the bond which was due to the said Elizabeth A. Hill, and which matured on the 1st. day of January 1869.

23rd Question, by same. In saying that he (Hasty) would ship the said lumber, shocks and heading or put them into the hands of some other party, did he, the said Hasty state to what place he would ship them, or into whose hands he would put them?

Answer. No. He did not state to what place he would ship them, but said if he got them on board of a vessel or into any other man's hands, the Deed of Trust would not hold them.

24th Question, by same. To what Deed of Trust, did the said Hasty then refer?

Answer. To the Deed of Trust in favor of Charles E. Hill or Elizabeth A Hill his wife.

25th Question, by same. Can you state whether it is the same Deed, by which the conveyance is made to the Defendant, Horatio N. Fowmbley, as above mentioned.

Answer. Yes, sir, it is.

26th Question by same. Can you state what was the pecuniary condition of the said Nathaniel Hasty, at that time?

Answer. He was insolvent.

27th Question by same. Can you state whether the said Nathaniel Hasty, at any time made a shipment of Shooks to the Defendants, A. P. Morse & Co.?

Answer. Yes sir, he did: that is to say, he delivered Shooks to the said A. P. Morse & Co., on board of a vessel.

28th Question, by same. Did he make more than one such Shipment?

Answer. I can state only what Mr. Hasty told me: he said that he had made three shipments: One, I knew, he made, for I cleared the vessel myself at the Custom-House.

29th Question, by same. Can you state when he made the last of the said shipments?

Answer. The vessel's papers were made out and signed on the 1st day of January 1869: I mean, the vessel which

I did clear from the Custom-House - and the vessel's papers referred to, was the clearance which I then obtained: the shooks had ^{they} already been delivered on board the said vessel.

30th Question, by same. Can you state what amount of staves and other lumber and of shooks and headings were left on hand on the said Shook-Factory Lot or thereabouts, after the said delivery last mentioned was made?

Answer. I cannot state the exact amount: but it was a small quantity - I knew this, because the vessel was detained a day or two to have some shooks made, and some were made and sent down to the bar, where the vessel was lying.

31st Question, by same. Can you state whether any of the lumber or shooks or headings, which was on hand on the said Lot, on the 19th day of October 1868, was there, after the delivery last mentioned was made?

Answer. I cannot state positively that any of it was on hand.

~~I~~ John R. Kelly, Esq: Counsel for the other Defendants, declined to cross-examine the witness. ~~I~~

And further, this Deponent saith not.
R. A. Hill.

State of Virginia.

Nansemond County, to wit

I, Jacob Lawshe, a Justice of the Peace for the County aforesaid, in the said State, do hereby certify that the foregoing depositions were duly taken, sworn to and subscribed before me at the time and place mentioned therein.

Given under my hand this 6th day of October
1869.

Jacob Lawshe J.P.

Reuben A. Hill

vs { Depositions

Nathaniel Hasty Sup:
Sal:

filed Octo: 6th: 1869
clk:

To *Reuben A. Hill*

Take notice that we shall on the 10th day of *March* 186*9*, next, at
the office of *Ro. M. Morse Jr*, attorney, in Court square, *Boston*
Massachusetts between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of *A. P. Morse*

_____ and others, to be read as evidence in *our* behalf, in a certain *suit*
in Chancery, depending in the *Circuit* Court of *Nansemond*
County, ~~wherein~~ *Virginia, wherein* *you*
_____ are plaintiffs, and *Nathaniel Hasty & others* *soundly*
_____ 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 adjourned and 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.

Respectfully,

To the Sheriff of *Nansemond*
County to execute. }

A. P. Morse & Co.

by John R. Kelly atty

A. P. Moore Hoo

att. { notice to
Take sep.

Renton A. Hill

20 March 1869

Exceeded July 13th: 1869. by allowing a true copy of the within
Notice to Renton A. Hill.

John Mitchell. Secy for
Wm. Lloyd. Hill.

The Commonwealth of Virginia

To Any Commissioner Appointed by the Governor of said Commonwealth for, or any Justice or Notary Public of the State of Massachusetts, Gentlemen, Greeting:

Know You, that We, trusting to your fidelity and prudent Circumspection, in diligently examining A. P. Morse and others, witnesses, on behalf of Nathaniel Hardy and Elizabeth P. his wife, Horatio N. Twombly, Charles E. Hill and Elizabeth A. Hill, his wife, Benjamin Riddick, and A. P. Morse and George Blood, partners, doing business under the firm and style of A. P. Morse & Co. in a certain matter of controversy depending in our Circuit Court for the County of Nausemond, in the State of Virginia, between Reuben A. Hill, Plaintiff, and the said Nathaniel Hardy and Elizabeth P. his wife and others, as aforesaid, Defendants, Request you, that on the 10th day of March 1869, at the Office of Ro: M. Morse, Jr. Attorney at Law, Court Square, in the City of Boston, in the State of Massachusetts, the Witnesses aforesaid, before you, you call and cause to come and diligently examine on the Holy Evangelists of Almighty God, and their examination into our said Court, distinctly and plainly, without delay, you send and certify enclosed, returning this writ.

Witness, Peter B. Prentiss, Clerk of our said Court, at Suffolk, Nausemond County, Virginia, aforesaid, the 15th day of February 1869, and in the 93rd: year of our Foundation.

Peter B. Prentiss, Clerk

The Deposition of A. P. Morse
of the Firm of A. P. Morse & Co. of
Boston, Massachusetts, taken on the 10th
(and also the Deposition of Nathaniel Hasty of Portland, Maine, taken by adjournment on
the twelfth) day of March, 1869, at the office of R. M. Morse
Jr. Attorney, in Court Square, Boston, Massachusetts,
between the hours of 8 A.M. and 6 P.M. of
that day to be read as evidence on behalf of
A. P. Morse & Co. in a suit in Chancery pending in the
Circuit Court of Vansemond County, Virginia, wherein
Ruben A. Hill is plaintiff and Nathaniel Hasty
& Elizabeth P. his wife, Horatio N. Wombly, Charles E.
Hill & Elizabeth A. Hill his wife, Benjamin Riddick &
A. P. Morse and George Blood, partners doing business
under the firm and style of A. P. Morse & Co.
taken pursuant to the annexed notice.

The said A. P. Morse, being
duly sworn on the Holy Evangelists
of Almighty God, deposes and says,

Questions by R. M. Morse
Counsel for Respondent.

Question 1. <sup>(Off. Counsel objects to introduction of testimony
of a party to the suit.)</sup>
What is your name, age, residence,
occupation, and place of business?

Answer. A. P. Morse: age, forty nine: resi-
dence Cambridge, Mass: occupa-
tion shoe-manufacturer: my place

of business is in Boston, Mass.

Quest^{2nd} Are you a member of the firm of A. P. Morse & Co.? If so, state when that firm was formed, & of whom it consists, & has consisted; where is its place of business, & what is its business?

Answer I am member of that firm: it was formed 1st of July, 1866: consists of myself and George W. Blood and has so consisted: its business is shoe manufacturing, at No. 50 India Street, Boston.

Quest^{3rd} Do you know all the parties to this suit? If you say you do not know all, please state whom you do know?

Answer I know all but Mr. ^{Charles E.} Hill and his wife; but I don't know much of Mr. Trumbly, I believe I have seen him, before to-day, once.

Quest^{4th} Have you had any business connection with Nathaniel Hasty of Suffolk, Va.? If so, please state when & where it began?

Answer I have: It began in Boston.

that is the contract for the business
was made in Boston, about the
14th of September 1868. — I should
amend that and state it was about
the 14th of August /68. —

Questⁿ 5th Was your first contract with him
written or verbal?

Answer It was verbal.

Questⁿ 6th Please state fully what it was.

Answer Our verbal contract was that
Mr. ~~Hastings~~ ^{Hally} should give us a trust
deed of all his property in Suffolk
and we were to advance him thereon
\$6000. — After that was performed
(I can't say after that was performed,
but that was the commencement of it)
it was also agreed, that we were
to advance him funds from time to
time as he might require, and these
funds all were to be used in buying
Slaves and they were to be manufac-
tured into shoes, and shipped or
delivered to us — or they were to be our
property until they were delivered to us,
[There A. B. Coffin Esq. Counsel

in the yard of Mr. Hasty at Suffolk,
~~for~~ to be manufactured into shingles,
and the amount was charged to Mr.
Hasty as so much advanced,

Questⁿ 9th Did you at any time, - if so, when - re-
ceive from Hasty any deed or deeds?

Answer About August 20th if I recollect
correctly, Mr. Hasty sent to us a trust
deed of the property in Suffolk, ~~of the~~
made by Mr. Redick, his Clerk - I mean
written by him. - On its receipt, we
found it was not recorded, and not cov-
ering all the property which Mr. Hasty
had said he would cover by it. When
I went to Suffolk, - about September
20th - I returned the trust deed to
Mr. Hasty. It was then agreed that
one should be written out by John R. Kil-
by Esq. an attorney at Suffolk covering
all the property of Mr. Hasty; and
be signed and recorded, under direction
of Mr. Kilby. I subsequently received
such deed.

Questⁿ 10th Is the last deed referred to by you
the deed referred to in the 8th paragraph
of the present Bill in Equity as having

been executed by Hasty & wife to Redick
in trust for A. V. Morse & Co. on 19th
Oct. 1868? [Objected to.]

Answer Yes, Sir.

Questⁿ 11th Did you ever receive from Hasty any other
deed or deeds than the ones you have stated?

Answer I have not.

Questⁿ 12th At what time did you receive the
deed dated Oct. 19th 1868?

Answer I received the deed from the Record
Office there I think some time about
the 20th or 25th of December. - It must
have been, though, some time about the
1st of January. I am not positive on
that point.

Questⁿ 13th At what time was the deed made
& delivered? [Objected to.]

Answer Made Oct. 19th and delivered some
time about the 1st of January 1869.

Questⁿ 14th For what purpose did you take the deed?

Answer To secure the advance of Six thousand Dollars to Mr. Hasty.

Questⁿ 15th At the time You were in Suffolk, Sept. 20, 1868, what stock, if any, did Hasty have on hand? *Objected to.*

Answer I am unable to state the amount: he had some stock on hand. It consisted of manufactures & tools, mostly; none manufactures, of any amount.

Questⁿ 16th Do you know whether or not this stock or any of it was stock of the old firm of Hasty & Hill?

Answer I do not.

Questⁿ 17th Did you after the time you have referred to have further dealings with Hasty & have you an account of the same? If so, will you annex the same to your answer?

Answer We had further dealings with Mr. Hasty. I annex hereto an account, as requested. *Marked Exhibit A.*

[The Account is objected to, as incompetent evidence of the transactions, on other grounds, & as irrelevant.]

Questⁿ 18th Whether or not you advanced to Hasty the various sums of money at the various times & for the various purposes stated in the account? { Objected to on the same grounds.

Answer We did

Questⁿ 19 Have the \$6000. secured by the deed of trust or any part of the same, ever been paid to your firm?

Answer No, Sir.

Questⁿ 20 Whether or not the balance of \$10053.36 stated in your account is now due your firm from said Hasty! { Objected to referring to Account

Answer It is.

Questⁿ 21st For what purpose did you make these advances to Hasty? { Objected to as irrelevant

Answer For the purpose of purchasing slaves and manufacturing shoes under our contract.

Questⁿ 22 What agreement, if any, did you have with Hasty, as to his manufacturing?

Answer I had a written agreement, made under date of Sept. 12th 1832 (the statement as to its date objected to.

Quest 23rd Where is that agreement now?

Answer In the hands of Mr. Kilby, I suppose of Suffolk.

Quest 24th Have you the deed of trust referred to in your previous answers, will you produce the same to be annexed to this deposition?

Answer I have and produce the same and annex it hereto marked Exhibit B.
{ This method of proving the deed objected to.

Quest 25th Please state in detail what you know of Hasty's business after you began advancing to him; as to his purchases, manufacture &c, & as to shipments of manufactured goods, if any to you —

Answer Mr. Hasty purchased staves, and manufactures shooks, and I was present and directed a vessel ^{the Captant} to be taken, and a cargo of shooks was shipped

to us, Oct. 2nd 1868. During my stay
I directed another vessel to be taken
and another cargo to be shipped under
date of Oct. 15th - schooner Justina.

Being in Suffolk again another vessel
was taken and another cargo shipped

Dec. 29th by schooner Frank and Em-
ily - for Cuba. I ~~was present and or-~~
dered the vessel, ten or fifteen or twenty
days prior to the date of the shipment
Dec. 29th ^{and was in Suffolk when the day in the road.} ~~thus~~ ^{was} objected to as irrelevant.

Questⁿ 26th Did any manufactured goods
or other stock remain at Hasty's
place after these various shipments
were made?

Answer After the shipment of Dec. 29th
very little ^{manufactured} stock was left. It ac-
cumulated rapidly afterwards.

Questⁿ 27 Was any of the stock thus left -
after shipment of Dec. 29 - if yea, what
amount, on hand at the first time you were
at Hasty's place after beginning to make ad-
vances to him?

Answer None of the stock then left was on
hand when we began to make advances

Questⁿ 28th So far as you know, with what money had
Wasty made his various purchases be-
tween the time when you first advanced
to him & the bringing of this suit? { Objected to.

Answer With the money advanced by us.

Questⁿ 29th If you know anything further material
to the issues in the present case, please
state the same.

Answer I think of nothing, Sir, now.

Adjournment.

And now the further examination
of said witness and taking of these depo-
sitions is adjourned to Thursday the 11th
day of said March, at the same place
at 10 o'clock in the forenoon
Samuel J. Ellison
Commissioner

And now on the said 11th day
of March, the further taking of these
depositions is resumed, pursuant to
said adjournment. And follows.
Samuel J. Ellison
Commissioner

Questⁿ 30th Were you present at the sale of the property under the order of the Court issued in the present Bill in Equity? If so, please state when it took place, what property was sold, and what portion of it was on the Real estate described in the deed of trust to Turnbly, Trustee.

Answer I was. It took place February 2nd 1869, if my memory serves me right; All the shooks and staves and lumber were sold, covered by the injunction or the order for sale; All the heading, about sixteen hundred of the shooks, and some portion of the unmanufactured lumber, in value of about one half of the amount of personal property sold by the Receiver was off the Real estate described in the deed to Turnbly, Trustee.

Questⁿ 31st Did you at any time & if so when purchase any lumber & have the same sent to Hastys Place: if so, please state what you bought, of whom, when it was delivered & for what purpose bought?

Answer I did, and had it sent to Hastys

factory. I bought lumber of Mr. Henry
Mackey of Petersburg to the value of
about six hundred dollars. It was de-
livered during the fall of 1868 some-
time between the 1st of September and
the 2nd of Feb. 69, if my memory
serves me right - as it was wanted,
and we changed the same to Mr. Hasty
at so much advanced; it was bought
for the purpose of manufacturing into
heads. -

Cross Interrogatories pro-
pounded by A. B. Coffin Esq. for
Plaintiff, and Defendant's answers
there to, as follow: -

Cross Interrogatory 1st Was the verbal contract first men-
tioned by you afterward reduced to a writ-
ten one between you and Mr. Hasty?

Answer It was.

Cross Interrogatory 2^d Was the written one of the same tenor
& effect as the verbal?

Answer It was.

3^d Cross Inty What evidences of indebtedness if any did Mr. Hasty give you for the Drafts you accepted for him in Aug. & Sept. 2, 1868?

Answer. He sent me a bond of the same amount and date... they call it a bond there: we call it a note here: it is mentioned as a bond in the deed, I believe.

4th X Inty Specify the amount of the bond & when the same was made due & payable -

Answer I don't know as there is any specification to make of the bond: it is on my account and charged there. The bond is in the hands of Mr. Kilby: I don't recollect the date.

5th X Inty Were these bonds given by Mr. Hasty to your firm the same as mentioned in your deed of trust for him?

Answer. Yes, Sir,

6th X Inty When did those bonds become due your firm?

Answer I think one of them was on demand, and ~~the other~~ two one day after date, I think.

7th x July Do you know whether all sums of money advanced by your firm to Mr. Hasty were applied by him in the purchase of staves and manufacture of shooks?

Answer I do not.

8th x July What sums of money had your firm received from Mr. Hasty since Aug. 18, 1868?

Answer No sums of money.

9th x July What was the understanding between your firm and Mr. Hasty as to what he should do with the \$6000 advanced him in Aug. & Sept. 2, 1868?

Answer I don't know that there was any special understanding: the impression was that it was to be used in his business transactions.

10th x July Did you not understand he was to use it buying staves & manufacturing shooks?

Answer I understood that it was to be used in his business, and that was his business.

11th X July Had you from any verbal or written contract with Mr. Hasty to receive the shocks he might manufacture after Aug. 18, 1868?

Answer We had a verbal agreement at ^{about} ~~14th~~ ~~15th~~ Aug. 1868, when Mr. Hasty was in Boston, when the agreement was made.

12th X July Was the agreement that Hasty should ship you the shocks he made?

Answer All that he made and all that he had made, on hand.

13th X July Did you agree to receive all he might manufacture thereafter?

Answer The agreement as I said, covered all he had on hand, and all he was to make - it was - from the date of the agreement to 1st January ~~1869~~ 1870.

14th X July Was it understood Mr. Hasty should reimburse you from for advances to him by shipping shocks to you from?

Answer It was, according to the verbal agreement which was afterwards carried out by the contract in writing.

15th x July Did this agreement cover the advances of \$6000. in Aug. & Sept. 2, 1868?

Answer At the time the verbal agreement was made it was understood that ~~the~~^{we} should be reimbursed with manufactured stock; ~~but in case~~ we were to be reimbursed in manufactured stock: in case we were not we were of course to fall upon our securities as covered by the trust deed.

16th x July Did you agree to apply the proceeds of shocks Hasty might ship you to the payment of the ~~advances~~ of \$6000.?

Answer No, Sir.

17th x July How much in all has Mr. Hasty paid you since Aug. 18, 1868?

Answer I do not recollect the amount: we have had in all three cargoes of shocks from him —

18th x Inty Have you ever demanded any money from Mr. Hasty? If so, when & what amounts?

Answer We have not, Sir. We ordered shipments of shooks which he failed to send us in consequence of the injunction put upon his property.

19th x Inty Did you not understand that you were to apply the shooks he shipped you in payment of the advances you firm made to him?

Answer We did understand it so, Sir. We understood that the shooks shipped to us were to be credited to him on account.

20th x Inty Do you know of your own knowledge what articles of property Mr. Hasty & the firm of Hasty & Will had on hand Oct. 29, 1867?

Answer I do not.

21st x Inty Do you know whether Mr. Hasty had any of said articles Jan. 19, 1869? If so, how many?

Answer I do not know that he had any.

22nd X July Do you or do you not know that Mr. Hasty has used some part of your advances for purposes besides the purchase of staves & manufacture of shooks?

Answer I do not know, Sir.

23rd X July Have you ~~never~~ complained or stated to Mr. Hasty or to other persons that he had?

Answer Not that I recollect of.

24th X July Have you not a trust deed from Mr. Hasty on houses and other property in Suffolk Va. not covered by the deed to Elizabeth P. Hill mentioned in this bill?

Answer Yes, Sir: the trust deed to us covers houses not covered by the trust deed to Horribly

25th X July State as nearly as you can the value of the staves & shooks shipped your firm Oct. 2 & Oct. 15 1868, which you have referred to?

Answer I don't recollect the amounts of either cargo. About \$7000, in all.

26th x July Was the Contract you refer to signed in duplicate by Mr. Hasty & your firm?

Answer It was not.

27th x July Was it witnessed? If so, who witnessed it?

Answer I believe it was, and witnessed by Benjamin Redick.

28th x July When did you last see it, and why did you not take it, & why do you not now have the Contract with you?

Answer I last saw it about Feby. 2/69, it was left with Mr. John R. Kilby at Suffolk at his request.

29th x July Does the amount you paid for lumber to Mr. Thacker in your direct examination appear in your account with Mr. Hasty?

Answer It does.

30th x July Where was that party, the property sold situated which was not on the premises described in the deed to Mr. Wombly, trustee?

Answer A part was situated Southerly from
the property:—on the Street called the
First Cross Street, I think. Most of the
other part was situated Northerly in
the far end of the shed and in the stable
so called. That might contain the whole.

3rd X Int Do you know of your own knowledge
the boundary lines of the premises de-
scribed in said trust deed?

Answer Not precisely.

A. P. Morse

State of Massachusetts }
County of Suffolk }
City of Boston }

I Samuel Johnson
Commissioner for the State of Virginia res-
iding in said Boston, duly Commissioned
and qualified by the Governor and under
the laws of said State, to take deposi-
tions, affidavits, the acknowledgment
of deeds &c. to be used or recorded there-
in, do certify that in the foregoing depo-
sition of A. P. Morse was ^{communicated to be} taken in the

day and at the place and between the
hours as set forth in the caption, threats
and notice annexed, and by adjournment
thereafter as above set forth, by agree-
ment of the respective counsel for
the parties.

Given under my hand and
seal of office, this eleventh
day of March A.D. 1869—

Samuel Jenkins
Commissioner for Virginia in District.



Now the further taking of these Depo-
sitions is adjourned by agreement of
counsel until Friday the 12th day
of said March, at 3 o'clock P.M.
at said Office

Samuel Jenkins, Counsel

Now on the said 12th day of March
the further taking of these Depositions
is adjourned pursuant to said adjournment.

Samuel Jenkins
Counsel

Memorandums of Monies advanced to & received from
Mr. Nathaniel Hasty of Suffolk, Virginia, per Contract and
Trust Deed.

Advanced.

1868	Advanced.					
Aug.	18	N. Hasty's draft	60 days sight	for	2000 00	
"	24	do	do	do do	2000 00	
"	31	Cash paid freight	50 pairs Heads		7 50	
Sept.	2	N. Hasty's draft	60 days sight	for	2000 00	
"	24	do	do 30 days	do do	2000 00	
Oct.	8	do	do at sight	do	1000 00	
"	16	Cash paid	sight draft	for Staves	1563 88	
"	"	N. Hasty's draft	30 days sight	for	1000 00	
"	20	do	do at sight		1200 00	
"	22	do	do 30 days sight	for	600 00	
"	26	do	do	do do	1000 00	
"	30	Cash in	Norfolk		500 00	
Nov	13	N. Hasty's draft	30 days sight	for	1000 00	
"	27	do	do	do do	1000 00	
Dec.	8	do	do	do do	1000 00	
"	26	do	do	do do	1500 00	
1869	2	do	do	do do	1000 00	
Jan.	18	do	do	do do	1000 00	
"	25	61,058 feet	Y. Pine Lumber		610 58	
"	"	2	Heading Saws		24 00	

Exhibit A.
S. J. C. 10/10/88

22015 88

Received.

1868.	Received.				
Oct.	2	50 pairs Pine Heads	25 ⁰⁰	12 50	
"	3	16500 R. O. Hd. Staves	45.	742 50	
		1600 Mos. do Shooks	1.75	2800 00	
		166 Sug. do do	1.75	290 50	
		65 Rum Shooks	2.50	162 50	
		2975 W. O. Hd. Staves	42.	124 95	
		42 pairs W. O. Heading	50.	21 00	
Oct.	15	6500 R. O. Hd. Staves	32.50	203 12	
		382 (net) W. O. Heading	60.	19 10	
		Hauling Staves		7 68	
		646 Mos. Hd. Shooks	1.75	1130 50	
		682 Sug. do do	1.75	1193 50	
		1700 W. O. Staves	42.	71 40	
		625 R. O. do	45.	28 12	
		96 Pieces Heading	50.	4 00	
"	"	Cash paid Br. J. Baker, Sug Boat		35 00	
"	23	Cash Recd. from Capt. J. W. of Sch.			
1869.				5 75	
Jan	6	2215-36 in Sug. Shooks & Heads	2.06	4562 90	
		125-32 in Mos. do & do	2.06	257 50	
		Cash paid Capt. Colby		250 00	
		2000 ft. Y. Pine Lumber	15.	30 00	

11952 52
\$10053 36

Roston, February 2nd 1869.
A. D. Meyer & Co.
per J. H. Jacobs

Cpy of Statement
Capt. W. R. King -
O'Brien 1894

Exhibit B
S. J. Green
March 10/69

This Deed made this nineteenth day of October,
One thousand eight hundred and sixty eight, between
Nathaniel Hasty and Elizabeth P. his wife, of the Town
of Suffolk, Nausemond County and State of Virginia
of the one part and Benjamin Riddick, chosen as
Trustee, of the other part, Witnesseth, That the parties
of the first part, do grant with general warranty unto
the said Benjamin Riddick, Trustee as aforesaid,
the following property to wit. a Lot or parcel of Land
in the North west Corner, formed by the Main Street and
the first Cross street in the Town of Suffolk aforesaid
purchased of Washington L. Riddick, Trustee for Amos
R. Hance, by deed duly recorded, together with
all houses, engines, machinery & fixtures connected
with the "Shook" and other manufacturing business;
also all lumber now on hand or that may be
from time to time or at the time of sale hereunder, on
hand, on said Lot; Also a Lot on the North
side of said first cross street purchased of Elisha
Humblet, on which part of the purchase money is
unpaid and deed as yet made for the same, on which
lot is bounded South by said Cross street; West by the
lot now occupied by Sylvester Oliver, North by a public
lot & East by a lot now owned by said Hasty & lately
belonging to W. Saunders &c; Also a Lot on the
North side of said Cross street, recently purchased
by the said Hasty of Peter B. Prentiss, Commissioner
by deed duly recorded, is bounded, South by the

said Croft street, west by said Hastys Lot, purchased of Elisha Norfleet as aforesaid: North by Lapides Lot, & East by said Hastys Lot on which is his Shookfactory.

Also a vacant lot on the west side of said main street recently purchased of P. B. Prentiss Trustee for Wm Berry, and bounded North by Mrs. Lizzie Lapides Lot: East by said main street: South by said Hastys Shookfactory Lot & west by said Hastys Saunders Lot: also two mules & one wagon: also Four Policies of Insurance and all the proceeds that may arise thereunder, on said Shookfactory machinery, and Shook, &c: one of which is for \$1250 in the Harford fire Insurance Company, Maryland, one for \$1250 in the Atlantic Insurance Company of Baltimore: one for \$1250 in the Potomac fire Insurance Company of Baltimore & one for \$1250 in the Monumental fire Insurance Company of Baltimore: Also any and all Policy of Insurance and any proceeds that may arise under the same, on the Houses on the Lot purchased of Elisha Norfleet aforesaid, which is insured in the Mutual Assurance Society of Virginia: Also any and all Insurance on any of the other houses on any of the above named Lots —

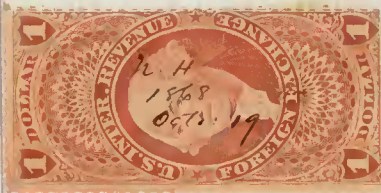
In Trust to secure the payment of the following sums of money to a P. Morse & Co of Boston State of Massachusetts, to wit: one Bond for Two thousand dollars bearing date the 18th day of August 1868, & due on demand — One other Bond for a like sum of

Two thousand dollars, dated ~~at~~ the 24th day of August 1868 and due one ~~month~~ ^{day after date}. Also one other Bond for the like sum of Two thousand dollars, dated the 2^d day of September 1868 and due one ~~month~~ ^{day after date}.

And it is covenanted that this Deed shall in all respects be executed according to Law.

Witness the following signatures and seals
(actions made before execution)

✓ Nathaniel Hasty Seal
✓ Elizabeth P. Hasty Seal
✓ Benjn Riddick Seal



In the Clerk's Office of Nauset County Court
the 31st day of December 1868

This Deed, was acknowledged by Nathaniel Hasty and Benjamin Riddick (Trustees): and the same Court having been examined by me in my Office, privily and apart from her husband, and having the Deed aforesaid fully explained to her acknowledges the same to be her act, declared that she has willingly executed the same and that she did not wish to retract it, and was thereupon admitted to record, (the requisite stamps of \$6.00 having been affixed and cancelled.)

Test: Peter B. Prentiss. Clerk

Nathl. Hasty wife

to. } Decd of Trust.

Benj^d. Riddick Trustee
for A. P. Morse & Co

Decr. 31st. ¹⁸⁶⁸ Acknowledged
in the Office by Nathl. Hasty
& wife. L. & Benj. Riddick, Trustees.
HAR

Exhibit B.
Paul Hamilton Court
March 10/69

Recorded. Decd. Book No
1. page 626.

The Deposition of Nathaniel Hasty of Portland, in the State of Maine taken on the 12th day of the same March 1869, at said office of R. M. Morse Esq. between the hours of 8 A.M. and 6 P.M. of said day (by adjournment from said 11th day of March) to be read in evidence in behalf of A. P. Morse & Co. as premised in the suit before mentioned.

The said Nathaniel Hasty being duly sworn as the Holy Evangelists of Almighty God, deposes and says:
Questions by R. M. Morse Esq.
Counsel for Respondents.

Inty. 1st What is your name, age, residence & occupation? ~~It is the~~ ~~introduction of testimony~~ ~~of a party to the suit~~ ~~of a party to the suit~~

Answer Nathaniel Hasty: age, thirty: residence in Portland, Maine: occupation, cooper.

Inty 2^d Are you one of the Respondents in this bill in equity?

Answer Yes, Sir.

Inty 3^d Did you with Reuben A. Hill make the deed described in the bill on 29 Oct.

1867 to Horatio N. Twombly, Trustee?

Answer I did.

July 4th State in detail what became of the shooks, staves & lumber described in that deed.

Answer Mr. Hill - Charles E. Hill - sold them all to Robinson in New York before the deed was made out.

July 5th Were there any shooks, staves or lumber belonging to you & Reuben A. Hill on the premises described in the deed, at the time the deed was made?

Answer There were about five thousand staves - that's all: no shooks or lumber.

July 6th What became of those 5000 staves?

Answer I worked 'em up and sold 'em to Germandire, of Baltimore - the Spanish Coast.

July 7 When were they sold and when removed from your premises?

Answer I think it was about June 1868.

July 8. Were any of them on the premises on the 19th October, 1868?

Answer No, Sir.

July 9. When was the property sold by Chap E. Hill to Robinson removed from the premises?

Answer I can't tell you the exact time. I should think it was ^{about} a month before that deed was made out.

July 10. Did you at any time, & if so when borrow any money from A. P. Morse & Co. of Boston?

Answer Yes, Sir. I borrowed \$6000 of them \$2000 at a time: gave them my notes - all within a week I think it was: I can't recollect the time: in August I think it was, in 1868. -

July 11th. Did you execute the trust deed set out in the bill to Reddick? If so, for what purpose did you execute the same?

{ R. C. C. caused Objections to this eye thro' of proving the deed. - and ^{questioned} objected to generally -

Answer I did - to secure Mr. Morse on his six thousand dollars.

July 12th Were you present when the property was taken possession of by the Receiver appointed by the Court in this case, & when the same was sold?

Answer Yes Sir.

July 13 What proportion of the personal property sold was on the real estate described in the deed to Twombly?

Answer Twelve hundred Shooks and what staves there were. I didn't take account of them. Mr. Morse bought them. I am mistaken. Mr. Price of Portsmouth bought them.

July 14 Where was the other personal property sold, & of what did it consist?

Answer Shooks and headings & lumber: on the street and on a negro's lot, I don't know his name.

July 15 With what money was the property purchased which the Receiver sold?

Answer I got the money from Mr. Morse. all of it.

Cross Interrogatories propounded
by A. B. Coffin Esq. Counsel for V. Eff.
and answer thereto

X Int. 1 State the exact time, or as nearly as you can
the times or time when the personal prop-
erty sold by the Receiver was purchased by you.

Answer It was purchased by me four years ago.
No, I do not mean that. That was the land.
I could not tell you the exact time. We
had been buying it along for two months
or more - the personal property - the shocks
and staves.

X Int. 2^d Did you have any of that personal prop-
erty which was sold on hand Oct. 19/68?
If so, specify particularly how much and
what part.

Answer No, Sir.

X Int. 3^d In what manner did you receive mon-
ey from A. V. Moore & Co. whether by
cash, drafts, or how?

Answer Drafts at one day's sight.

x July 4th Where did you negotiate these drafts accepted by A.P. Morse & Co. & to whom?

Answer On Norfolk, Va. to Burroughs & Harrison and Exchange National Bank of Norfolk.

x July 5th Have you negotiated and received the cash on all drafts ~~negotiated~~ accepted for you by A.P. Morse & Co.?

Answer Yes, Sir.

x July 6th Of whom & when did you receive the money on A.P. Morse & Co's. acceptance of Jan. 18, 1869?

Answer I drawed it through Burroughs & Harrison of Norfolk, - checked it out.

x July 7th How much money did you receive for it?

Answer I think it was \$985.- I ~~want~~ be certain I know they charged me a pretty good discount.

x July 8th What did you do with that \$985.-?

Answer Paid it out for slaves.

X July 9 Of whom did you buy the Slaves referred to in your last answer?

Answer A man by the name of Willey, and of Rawles -

X July 10 Where were those Slaves ~~when~~ bought, and where are they now?
{ Objected to

Answer. When they were bought, they were in my yard out there, at Suffolk - but where they are now I can't tell you -

X July 11 Were these a part of the Slaves which were sold by the Receiver in this case, and if so, what part, & what was done with the rest?

Answer Yes Sir - some of the Slaves went in with that lot: they were all in there.

X July 12 Where did you get the acceptance of A. P. Morse & Co. cashed which was dated or accepted Jan'y. 2 1869?

Answer I got all of his drafts cashed in Norfolk.

X July 13th What did you do with the money you received on the draft of Jan'y. 1869 & Dec. 26, 1868?

Answer Well Sir, I couldn't tell you, I paid it out in my factory. I couldn't tell, unless I had my books here.

x Int 14th How much Real estate did you own in Suffolk, Va. Oct. 19 1868?
(Objected to)

Answer Three houses and a factory, and lots of land with them: and a hundred and twelve acres of land four miles out of town.

x Int 15th Did you receive any money during the fall of 1868, except what you obtained on acceptances of T. P. Morse & Co.?

Answer No, Sir. I didn't receive any - nothing only rents of houses, - a few dollars.

x Int 16th What portion & how much of the personal property sold by the Receiver was on the Street? Specify particularly, and did not the Street adjoin the premises described in your deed to Elizabeth P. Hill?

Answer Well: about 1650 shoes and 1200 pair

of headings. The Street did adjoin them.
— I should say — I don't mean the
shocks were on the Street. the heading
was on the Street — about 7000 of lumber,
around the sidewalk.

x July 17 What amount of staves & shocks had you on
hand Oct. 19, 1868? State as nearly as you can.

Answer I can't tell you Sir, without I had
my books here. I don't know what I did
have. I don't seem to recollect. It was
all on my books.

x July 18 Was your stock Oct. 19 1868 larger or
smaller than usual?

Answer Well Sir, — I should think about the same.
I can't tell, no how, without I saw my
books.

x July 19 Have you ever paid any part of the inter-
est or principal of the notes or bonds se-
cured by the deed of trust given by you & Ren-
den A. Will to Horatio N. Worralley Trustee of
Mrs. Will? If so, state how much & when you paid the same.

Answer I have paid all the interest up but the

last of it - I gave my check for the
last - but they hustled me up - Turnably
& Hill - and the check was protested.
It was 7 per cent on \$10,500. - I paid it
in three different payments, I think it was.
I can't tell you the month when I made
them. I know I used to send it to them, di-
rect when it was due. I have not paid any
of the principal of the \$10,500. -

x July 20th What was the date of the check men-
tioned by you in your last answer? Was
it before or after Jan'y. 10 1869?

Answer That I can't tell you: it was before
they got me up there. I can't tell, whether
it was before or after.

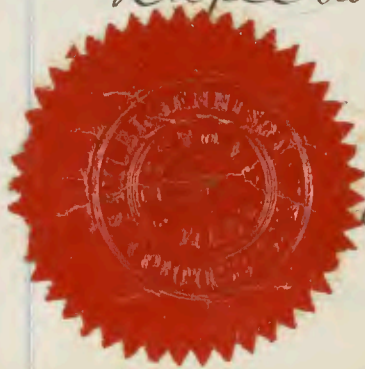
x July 27

Nathaniel Hasty

State of Massachusetts
County of Suffolk }
City of Boston }

I Samuel
Jennison, a Commissioner for the
State of Virginia, ^{residing in Boston} duly Commissioned
and qualified by the Governor and under
the laws of said State, to take deposi-
tions, affidavits, the acknowledgment

of deeds &c. to be used or recorded
 therein do certify that the foregoing
 deposition of Nathaniel Hasty was taken
 upon the day and at the place and
 between the hours set forth in the
 caption thereof and by adjournment
 of the taking of these depositions from
 one day to day from the time in the
 notice annexed (by agreement of the
 respective counsel for the parties)



Given under my hand and
 Seal of Office this twelfth
 day of March A.D. 1869

Samuel J. Garrison
 Commissioner for Virginia in Probate

Fees for taking the foregoing Depositions (paid by Respondent) 30.00

Witnesses' Fees A. W. Morse travel & attendance 1.08

Nathaniel Hasty 3.40

Stamp for the Postage &c

S. J. Garrison 4.48
 \$34.96



Nathl. Hasty & ex: sal:

ad { Depositions.

Reuben A. Hall

Came to hand March 17th
1869, under cover, sealed
clk:

To *Reuben A. Hill*

Take notice that ~~we~~ ^{he} shall on the *18* day of *March* 186*9*, next, at
the office of *W. L. Riddick* in *Suffolk*,
Virginia between the hours of 8 a. m. and 6 p. m. of that day, proceed
to take the Depositions of *Nathaniel Hasty, Benj. Riddick*
and others, to be read as evidence in *our* behalf, in a certain *suit*
in *Chancery*, depending in the *Circuit* Court of *Nassau*
County, wherein *ym*
are plaintiffs, and *Nathaniel Hasty, Sothers, and*
ourselves 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 adjourned and 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.

Respectfully,

To the Sheriff of *Nassau* }
County to execute.

A. P. Morse & Co.
by *John R. Kilby* atty.

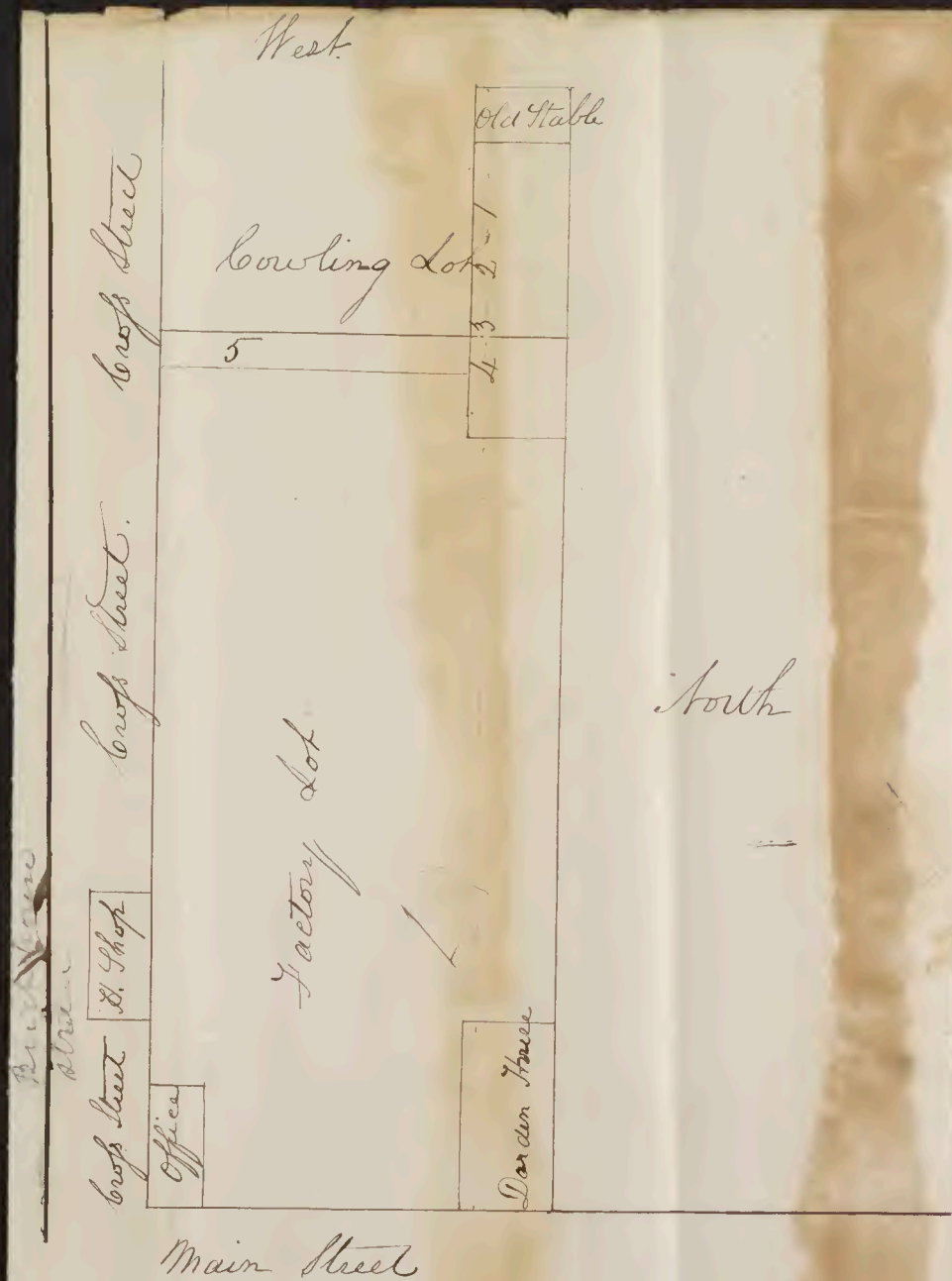
A. D. Morse Esq
at } notice to take
seep.

Reuben A. Hill

To 18 March 1869.

Received of Reuben A. Hill
the sum of \$100.00
for the sum of \$100.00
for the sum of \$100.00

for the sum of \$100.00
for the sum of \$100.00
for the sum of \$100.00



1, 2, & 3 $\frac{1}{4}$ are parts running from the corner of the old stable towards main street.

5 is the space between the Factory Lot and Bowling Lot left for a Gate way.

(X.)

Reuben A. Hill
vs. In Chancery
Nathl. Hasty & al.

The Depositions of Henry Thacker and others,
taken before me at my Office, pursuant to the annexed
notice, on Thursday, March 18th, 1869, between the hours
of 8 A. M. and 6 P. M. of that day, to be read as
^{on behalf of the Defendants}
evidence in a certain suit in Chancery depending in
the Circuit Court of Nassau and County, wherein Reu-
ben A. Hill is Plaintiff and Nathaniel Hasty and
others are Defendants.

Present: C. B. Duffield, Counsel for Plaintiff
Jno. R. Kelly & J. W. Hinton Counsel for Defts.

Henry Thacker having been first duly sworn de-
poses and says as follows:

1st Question by Defendants' Counsel:

When do you reside and what is your business, and
what has it been for the last twelve months?

Answer: I reside in Petersburg; am engaged in cutting
lumber in Sussex County, and have been so engaged for
the last twelve months?

2nd Question by same:

State whether you have sold any lumber to the Defendants
in this case - (A. P. Mudd & Co.) and if so what kind,
how much, and who paid you for the same, and for what
purpose it was sold and when delivered?

Answer: I made a contract with A. P. Morse Esq. about the first of October, 1868 to furnish them lumber - pine lumber - and no specified quantity. A. P. Morse paid me for the quantity delivered: five hundred dollars in a few days after the contract was made, by a sight draft on A. P. Morse Esq. upon which I received the money in Petersburg. This lumber, as I was at the time informed by Morse and Nathl. Hasty, who was present, was to be delivered to Hasty for him to make up into heading for A. P. Morse Esq. Under the contract I delivered sixty one thousand and sixty feet of lumber from the 10th of October 1868, to the 25th of January, 1869 -

(So much of the above answer as embraces the declarations of Morse, objected to by Plaintiffs' Counsel)

3rd Question by same.

How did you ship the above named lumber to N. Hasty?

Answer: I shipped it by the Norfolk and Petersburg Rail Road, directed to N. Hasty, Suffolk, as directed ~~by~~ ^{by} order by A. P. Morse.

4th Question by same:

What amount is now due you for the lumber thus delivered, and by whom?

Answer: There is nothing now due me on this contract - A. P. Morse having placed fifteen hundred dollars altogether in my hands, and I still owe him lumber to cover this amount.

5th Question by same?

~~Answer:~~ What is the Market value of the Lumber thus delivered by you in Suffolk, for A. P. Morse & Co., to M. Hasty.

Answer: Morse paid me by this Contract Ten dollars per thousand, loaded on the Cars at the Mill, and Morse was to pay the freight.

Cross Examined by Plaintiffs Counsel:

1st Question - Was the Contract you speak of with A. P. Morse, verbal or in writing?

Answer - The Contract was in writing and is in the possession of A. P. Morse. I have no copy.

(So much of the foregoing deposition as states the declarations or describes the Contract with A. P. Morse, is objected to by Plaintiffs Counsel.)

(Direct Examination resumed)

Question by Defts' Counsel.

State, if you can, the terms of the written contract between yourself and A. P. Morse, relative to the aforesaid Lumber.

~~Ans~~ (Question objected to by Plaintiffs Counsel, the written Contract being the best evidence of its terms, and it being incompetent to ~~affirm it by~~ for the witness to explain or speak of its terms or provisions.)

Answer: To the best of my recollection, A. P. Morse was to pay me Ten dollars per thousand feet for the Lumber placed on the cars, until I had furnished enough to cover

the amount of fifteen hundred dollars that he had advanced to me. This was to be pine lumber.

Question by same. You have stated that A. P. Morse paid you five hundred dollars shortly after the first of October, 1868 - how long afterwards and when did he pay the remainder of the fifteen hundred.
Answer: I think he paid five hundred dollars in December, and five hundred about the first of February, to the best of my recollection.

And further this deponent saith not.
Henry Thacker

Nelson Staple, being first duly sworn, deposes and says as follows:

1st Question by Deft's Counsel.

Where do you reside and what is your employment.

Answer: I reside in Suffolk, and am a merchant.

2nd Question by same.

State if you have sold any staves or other lumber to Nathaniel Hasty or A. P. Morse & Co. and if so how much and when and the amount paid ~~to~~ or due you for the same.

Answer. On the 2nd day of December 1868, I sold to Nathaniel Hasty for A. P. Morse & Co., twenty-six thousand some odd hundreds of fully two inch red oak staves.

and seventeen hundred and forty four ^{nine} red oak staves -
I delivered them through the month of December -
nothing has been paid me for these staves and
there is now due me Nine hundred and ninety-one
dollars and some odd cents, on account of the sale
of these staves.

(Question and answer objected to by Plaintiff's
Counsel, as irrelevant to the issues in this cause.)

3rd Question by same.

What became of the lumber thus sold by you?

(Objected to for the same reason as above)

Answer. They were worked up into shooks by St. Hasty.

4th Question by same.

What became of the shooks thus manufactured?

(Objected to for the same reason as above)

Answer. They were in the lot sold by Mr. Cornell
the receiver.

Cross-Examined by Plaintiff's Counsel)

1st Question -

Was the contract of sale you have spoken of, made
with Hasty or with Morse?

Answer. It was made with Hasty for Morse.

The information that the staves were for A. P. Morse & Co
was derived from Mr. Hasty.

And further this Depoent saith not.

(Wilson & Taylor)

Benjamin Readick being first duly sworn deposes and says as follows.

1st Question by Deft's Counsel.

Where do you reside and what has been your employment for the last two years?

Answer: I reside in Suffolk, and have been in the employment of first Hasty & Hill, then Hasty Hill & Co. and then N. Hasty for the last three years - as bookkeeper

2nd Question by same.

What became of the staves and other lumber which were in possession of Hasty & Hill on the 31st of October 1867?

Answer: All the staves then on hand, ~~as well as~~ ^{fit for use} other lumber ~~were~~ manufactured, sold and the proceeds paid out in the course of business.

3rd Question by same:

At what time did the staves and pine lumber, which were sold by J. P. Crowell Receiver, come into the hands of said Hasty.

(Objected to by Plaintiff's Counsel as irrelevant to the issues in the Cause)

Answer. All the staves and pine lumber sold by J. P. Crowell had been received since 1st October 1868

4th Question by same.

Look at paper marked (X.) and say whether it is a correct diagram of the premises on which the factory of said Hasty stood and the adjoining premises (Here paper marked X was handed to witness).

Answer: Said Diagram is a correct one.

5th Question by Same.

State if you can who counted the staves, shocks and lumber sold by said J. P. Crowell, Receiver, and if you know, state where they were situated, and how many in each place.

Answer. Reuben A. Hill, Richard P. Doane, one of the employees at the factory and myself counted the staves, shocks and lumber sold by J. P. Crowell.

There were one hundred and ninety one malaper shock in the Brick House on the lot rented from Mr. N. Riddick, South of the Crop Street, as appears on the Diagram - Fifteen pairs of heading for hoghead on the same lot - There ^{were} one hundred and sixty four shocks in the Street on the South side of the Factory ^{in one pile} - and Two Hundred and sixty two in the same street in another pile & Twelve hundred and ninety one and a half pairs of heading in the same street. There were One hundred and fifty eight shock off the factory lot, in one pile One hundred and seventy three shocks off the lot in another pile, One Hundred and forty one shock off the lot in another pile, and One hundred & nine shock in another pile, off the lot. Three hundred and sixty two Tierce shock were in the stable on the Cowling lot, west of the factory lot. There were Eighty one shock between posts marked 3. and 4. marked on the diagram. I can't say to whom the premises belong. There were twenty one shock on the wagon standing in front of the shock shelter. I don't know on whose premises. ~~xxx~~ There were on the factory lot proper

One hundred and twenty shook in one pile. One hundred and eighty three shook in another pile. Ninety three shook in the shop. Two hundred and thirty five shook on the North side of the shop. One hundred and ten ^{shook} under the shelter ^{in one pile &}. Three hundred & forty seven shook in another pile under the shelter. There were also on the lot Nineteen ^{& twenty five} hundred white oak Cullen Staves. Six thousand seven hundred prime white oak staves, and one hundred and six one hundred and twentieths. Five thousand eight hundred jointed prime Red oak staves and eighty one hundred & twentieths in the shop. Five hundred and seventy six pieces of heading in the yard. Four thousand and forty staves - Red oak on the lot. Five thousand two hundred and ninety six Red oak staves (purchased of Thos. W. Smith and had never been touched). The above quantities are taken from a memorandum ^{and myself} made by ~~James A. Smith~~ after the sale, but before the delivery.

(The foregoing answer objected to by Plaintiff's Counsel because exclusively furnished from the said Memorandum of the witness, and not from his Memory.)

Q^d Question by same.

Do you or do you not know that all the articles contained in your previous answer were sold by J. P. Crowell, Receiver in this case, and delivered to the purchasers.

Answer: I saw nothing sold but the factory lot - but think all these articles were sold by J. P. Crowell

as they were delivered to George W. Guise on board of a vessel, by order of Mr. Crowell, and I superintended the delivery.

7th Question by same.

State if you can what amount was paid by A. P. Morse & Co. to said Hasty since August last on account of shooks and other lumber. (Exhibits marked ~~Answers~~: 1. 2. 3 filed with the answer of A. P. Morse shown to witness)

Answer: I know that the amount of these notes were paid to M. Hasty, and a great deal more besides, and myself wrote a deed of trust to secure the payment of these notes, but ~~which~~ ^{another} was afterwards written to include other property. I know that what ^{ever money} Hasty ^{used} ~~expended~~ ^{money} in his business, he obtained it from A. P. Morse & Co. by draft or otherwise.

And further this deponent saith not.

Benjamin Riddick

George W. McGlaughon being first duly sworn deposes and says as follows:

1st Question by Deft's Counsel.

Where do you reside and what is your business?

Answer: I reside in Norfolk and my business is a Commission Merchant, of the firm of G. W. McGlaughon & Co.

2nd Question by same.

State whether you have sold to Chas. P. Morse & Co any staves and if so, when, how many and where were they delivered - who paid you for them and how much?

(Objected to by Plaintiff's Counsel as irrelevant to the issues in the cause.)

Answer: ~~I have sold~~ The firm of which I am a member did sell to A. P. Morse & Co about the first of October, 1868, about forty seven thousand red oak staves - a few of them of other white oaks - I sold them to A. P. Morse in person. They were delivered at Suffolk and a statement of the delivery was made to us by Mr. Hasly. These staves were paid for by draft on A. P. Morse & Co. drawn by A. P. Morse, amounting to fifteen hundred & sixty three dollars and eighty cents. which draft was paid. The draft was given on the 13th of October 1868. and it may be that ~~he~~^{we} drew the draft on A. P. Morse & Co. which was accepted by them and duly paid.

And further this deponent saith not.

G. W. McGlendon

State of Virginia.

Nansemond County. to wit:

J. W. L. Riddick, a Commissioner
in Chancery for the County aforesaid, in the said
State do hereby Certify that the foregoing depo-
sitions were duly taken, sworn to and subscribed
before me at the times and place mentioned
therein.

Given under my hand this 18th day of March
1869.

J. W. L. Riddick
Commr. in Chy.

Commissioner's fee \$10 -

Witnesses -

Henry Thacker att. 50.00

Mileage 50. miles \$4.00 \$4.50

Wilson Norfleet att. .50

Benj. Riddick att. .50

G. W. McGlaughon att. 50

Mileage - 8 miles 64 \$1.14

\$16.64

N. Hasty Lals.

ad. 3 Depositors

Reuben Hill

1869. March 18th. Filed.
clh

\$2000

Suffolk. August. 18th 1868

On demand I promise to pay Messrs A. P. Moore & Co. "Boston"
Two thousand dollars for value received

Nathaniel Hasty.

1

Secured by Trust



\$ 2000

Suffolk August 24th 1868

One day after date I promise to pay to
the order of A. P. Morse & Co

Two thousand

Dollars.

at
Value received

No.

Due



Wm. Francis Hasty



2

Classified by
J. M. C. C.



\$ 2,000

Suffolk September 2nd 1868

One day after date I promise to pay to
the order of Myself

Two thousand Dollars.



at
Value received

No.

Due



Nathaniel Hasty

Account of, and
Description.



Articles of agreement made and entered into this 23rd
day of September 1868, between A. P. Morse and George
W. Blood merchants and partners doing business in the City
of Boston in the state of Massachusetts in the name
and style of A. P. Morse & Co of the one part and Nathaniel
Hasty of the town of Suffolk in the County of Mansfield
in the state of Virginia of the other part: The said A. P.
Morse & Co desiring to purchase a quantity of molasses
and sugar hoghead shoofs, have agreed with the said
Nathaniel Hasty that they will pay to him or his personal representative
or assigns for each shoof which he will manufacture in a neat
workmanlike and merchantable manner, between this day and
the first day of January 1869, and hold subject to be delivered
to them as hereinafter provided, one dollar and seventy five
cents per shoof, and for all shoofs which the said Hasty
may in like manner manufacture, put up and hold in the
year 1869. the said A. P. Morse & Co are to pay the said Hasty
one dollar and eighty cents per shoof; but there is not to
be manufactured under this agreement more than twenty five
thousand shoofs, unless at the special instance and request
of the said A. P. Morse & Co nor less than fifteen thousand
shoofs; and the said Hasty sells to the said A. P. Morse & Co all
the shoofs he now has on hand, and also all he may hereafter
manufacture from staves which are now or may hereafter be
put upon the factory lot; and the said Hasty further agrees and
binds himself that he will at his own cost and charge manufacture
all the staves which now are, or which may hereafter be purchased
and put upon his factory lot into neat merchantable shoofs at
the price and upon the terms aforesaid; and it is further agreed

between the parties that in consideration of the said A. P. Morse & Co
having advanced to the said ~~company~~ Hasty money to enable him
to buy staves and carry on his business, that all staves
and shooks which now are or may hereafter be upon the
factory lot of the said Hasty or in his possession and under
his control shall be the property of the said A. P. Morse & Co
with full power to sell the same whenever they may choose to do so
until all the terms and conditions of this agreement are fulfilled
and the said A. P. Morse & Co fully reimbursed and paid all
money which may be ^{owed} due to them from the said Hasty, and he
promises and binds himself to deliver all the shooks he may
manufacture under this agreement on board of a vessel or in
the cars of the rail road at Suffolk at any time the said
A. P. Morse & Co may direct him to do it. and the said Hasty binds
himself to insure the stock of staves and shooks in some
safe insurance company in the name and for the benefit of
the said A. P. Morse & Co in an amount not less than
thousand dollars as soon as it can conveniently be done
and it is further agreed that if either of the parties to this
agreement die before it is fulfilled and completed, no more
new stock shall thereafter be purchased, and this agreement shall
terminate and end; but it is understood and agreed between the
parties that if the said Nathaniel Hasty should die before he
has complied with his undertakings in this agreement, that then
the said A. P. Morse & Co are to have the possession and use of
all such machinery and tools as may be necessary to enable
them to manufacture by themselves or their agents all such stock
as may then be on hand unmanufactured, if they shall elect
so to do, and if they elect to do so, and use the machinery
and tools as above provided they are to allow and pay
one dollar and eighty cents for each shook they may

manufacture, first deducting therefrom all costs and
expenses, and monies which may be due to them in any
way by the said Hasty or from his estate; and if upon
a final settlement there should be found anything to
be due and owing from the said A. P. Moore & Co they are
to pay the same to the said Hasty or his legal representative

Witness the following signatures and seals

Witness.
Benjamin Riddick

A. P. Moore & Co
Matthew Hasty (seal)

A. P. Morse & Co
with $\frac{2}{3}$ agreement
Nathaniel Hasty.

" 4 "

This paper is
admitted to be pure

Free

27

Early Sal

1, Exhibits filed

with ~~Disorder~~

of A. P. Morse
He, o.

This Deed, made this nineteenth day of October,
One thousand eight hundred and sixty eight, be-
tween Nathaniel Hasty and Elizabeth P. his
wife, of the Town of Suffolk, Nansemond County
and state of Virginia of the one part, and
Benjamin Riddick, chosen as Trustee of the
other part, Witnesseth, that the parties of the
first part, do grant with general warranty
unto the said Benjamin Riddick Trustee as afore-
said the following property to wit; a Lot or parcel
of Land in the North west corner, formed by the
Main Street and the first Cross street in the Town
of Suffolk aforesaid purchased of Washington L.
Riddick Trustee for Amos R. Harrell, by deed
duly recorded, together with all houses, engines,
Machinery & fixtures connected with the "Shook" and
other manufacturing business, also all lumber
now on hand or that may be from time to time
or at the time of sale hereinafter, on hand, on
said Lot: also a Lot on the North side of
said first Cross street purchased of Elisha Nor-
fleet, on which part of the purchase money is
unpaid & no deed as yet made for the same,
& which Lot, is bounded South by said Cross street
West, by the Lot now occupied by Sylvester Oliver
North by a public Lot & East by a Lot now owned
by said Hasty & lately belonging to Jos. Saunders Sr.,
also a Lot on the North side of said Cross Street
recently purchased by the said Hasty of Peter B.

Printed, Commissioner, by Deeds duly recorded & bounded, South by the said Cross street: West by said Hasty's Lot purchased of Elisha Norfleet as aforesaid: North by Lapsiter's Lot: & East by said Hasty's Lot on which is his Shook factory; also a vacant Lot on the West side of said Main Street, recently purchased of P. B. Printed Trustee for Wm. Berry, and bounded North by Mrs. Lizzie Lapsiter's Lot: East, by said Main Street; South by said Hasty's Shook factory Lot & West by said Hasty's Saunders Lot; also two Mules & one wagon: also Four Policies of Insurance and all the proceeds that may arise thereunder, on said Shook factory, machinery, and shooks to one of which is for \$1250. in the Hartford fire Insurance Company. Maryland, one for \$1250. in the Atlantic Insurance Company of Baltimore one for \$1250. in the Potomac fire Insurance Company of Baltimore & one for \$1250 in the Monumental fire Insurance Company of Baltimore, also, all Policy of Insurance and any proceeds that may arise under the same, on the Houses on the Lot purchased of Elisha Norfleet aforesaid, which is insured in the Mutual Assurance Society of Virginia: also, any and all Insurance, on any of the other houses, on any of the above named Lots. In Trust, to secure the payment of the following sums of money to A. P. Morse & Co. of Boston & State of Massachusetts, to wit: one Bond for

Two thousand Dollars bearing date the 18th day of
of August 1868 & due on demand. One other Bond
for a like sum of Two thousand Dollars dated the
24th day of August 1868 and due one day after
date: also one other Bond for the like sum of Two
thousand ^{Dollars} dated the 2^d day of September 1868 and
due one day after date. And it is Covenanted
that this Deed shall in all respects be executed
according to Law. Witness the following sig-
natures and seals:

Nathaniel Hasty (Seal)
Elizabeth Hasty (Seal)
Benjⁿ Riddick (Seal)

In the Clerk's Office of Nassau County Court
the 31st day of December 1868.

This Deed, was acknowledged by Nathaniel Hasty and Benja-
min Riddick (Trustee) and the same Court having been ex-
amined by me in my Office, privily and apart from her husband
and having the Deed read and fully explained to her acknowl-
edges the same to be her act, declares that she has willingly
executed the same, and that she does not wish to retract
it, and was thereupon admitted to record, the requis-
ite Stamp of \$6.00 having been affixed and can-
celled.

Teste:

Peter B. Prentiss Clerk

Copy - Teste:

Peter B. Prentiss. Clerk

xms
Nathaniel Hasly & ex:

To { Copy Deed of Trust

Benjamin Riddick, Trustee
for A. P. Morse & Co:

D.

Whereas Nathaniel Hasty & Reuben A. Hice
recently purchased from Chas. E. Hice
his Interest in the Shook factory &
machinery, & lumber, Saps of Hasty
Hice &c. for Ten thousand five hundred
dollars, and executed to said Chas. E.
Hice two Bonds, therefor—one of \$3500,
and one of \$5000, secured by deed of Trust
duly recorded— And whereas, now on
this day, the said Nathl. Hasty has purchased
out the Interest of said Reuben A. Hice
in Land, & other property belonging
to him & connected with the said business,
for \$1800, as by deed duly executed—

Now I, the said Nathl. Hasty do also
as part of my Contract agree & covenant
to pay all outstanding liabilities, of the
late firm of Hasty, Hice &c. and also
to pay to Chas. E. Hice the said sum of
Ten thousand five hundred dollars,
and do covenant to indemnify & save harmless
said Reuben A. Hice his heirs & assigns,
from, on account of any unpaid debts &
liabilities.

Witness my hand &

Seal 31st Oct. 1867

Witness
John R. Kirby

Nathaniel Hasty &c.



Nathl. Hart
to } Indemnity

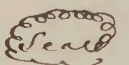
Reuben A. Hill

C.

The Execution of
this paper is admitted,
& that the two Bonds,
herein referred to are
the same referred to in
the Decree of 29th Oct 1867
from Nathaniel Hart &
Reuben A. Hill to Nathaniel
H. Mumby Trustee.

John R. Kelly
attly for a P. man
H. J. Hart &
Benjamin Riddick

This Deed, made this 31st. day of October, one thousand eight hundred and sixty-seven, between Reuben A. Hill, of the one part, and Nathaniel Hasty, of the other part, Witnesseth, that the said Reuben A. Hill, in consideration of the sum of Eighteen hundred dollars to him paid, does grant with general warranty unto the said Nathaniel Hasty & to his heirs and assigns forever, one undivided half of the real and personal estate and choses in action lately owned by said Hasty & himself, & by Hasty, Hill & Co., consisting of a Lot, at the North-West junction of main & first cross streets, and opposite of the Clerk's Office, on the West, and which was purchased by said Hasty & said Reuben A. Hill of W. L. Riddick, Trustee for Amos R. Harrell &c, and of a steam engine & machinery attached, with staves, Shooks and Lumber on hand & debts due to said firm of Hasty, Hill & Co.: The said Reuben A. Hill also grants his one half of a tract of land in Hanseman County, containing One Hundred & six acres, more or less, and joins the lands of David P. Wright, Jack Douglass and others, and was purchased of Hardy Norfleet & wife. The Estate now sold being one half of said lands owned jointly by said Hasty & Reuben A. Hill, purchased of said W. L. Riddick, Trustee & Hardy Norfleet & wife, and also of Charles E. Hill, by Deeds, duly recorded. And the said Reuben A. Hill covenants to warrant and defend the title to said half of said Real Estate and to execute all further assurances necessary & that the said Nathaniel Hasty shall have quiet possession of the same. Witness the following signature and Seal.

Reuben A. Hill. 

Hanseman County, to wit:

I, John R. Kelly, a Notary Public in and for said County and State of Virginia, do certify that Reuben A. Hill, whose name is signed to

the foregoing writing, dated the 31st: day of October 1867, has acknowledged
the same before me to be his act and deed. Given under my hand
this 5th: day of Nov: 1867.

John R. Kelly.
Notary Public

In the Clerk's Office of Nausemond County Court, the 6th: day of
November 1867.

This Deed was received and with the certificate written thereon
admitted to record. (The requisite stamps of \$2.00 having been af-
fixed and cancelled.)

Ieste,
Peter B. Prentiss. Clerk.

A. Copy:
Ieste,
Peter B. Prentiss. Clerk.

B.

Renbow A. Hill
3a { Copy Deed
Nathaniel Hensley

and



This Deed made this Twenty ninth day of October, one thousand eight hundred and sixty seven, between Nathaniel Hardy & Reuben A. Hice of Suffolk, Kaufmann County and State of Virginia, of the one part. and Horatio T. Twombly of the City of New York, Chosen as Trustee of the other part; Witnesseth. That the parties of the first part, do grant with general warranty unto the said Horatio T. Twombly, Trustee as aforesaid, a Lot of Land in the Town of Suffolk, County of Kaufmann, State of Virginia, aforesaid situate at the North West Junction of Main and First Cross Streets, and is immediately opposite of the Clerk's office on the West: & was purchased of Washington L. Riddick Trustee for Amos R. Harcey &c by Deed duly recorded: together with the Steam engine and fixtures, houses, and machinery now on the premises or that may be placed on the same: also all the lumber that may be on hand when a sale is made hereunder, whether manufactured or not, and all mules, wagons, and other property connected with the manufactory of shrocks &

other lumber; also all debts that
may then be due to the said Nathl.
Hasty & Ruben A. Hice when this
deed may be closed, growing out of
the business above referred to, and
with power to said Trustee to collect
the same: In Trust to secure the
payment to Elizabeth A. Hice
of the City of New York, the following
sum of money, to wit: A sum of
five thousand five hundred dollars,
due by Bond dated this day and payable
on the 1st day of January 1869, with the
Interest payable semi-annually; &
also the further sum of five thousand
dollars, due by Bond dated this day
and payable on the 1st day of January
1870, with the Interest payable semi-
annually; and with power in all
respects to execute this Trust according
to the Laws of the state of Virginia in
such case made (and provided.

Witness the following signatures
and seals.

Nathaniel Hasty, decd
Ruben A. Hice, decd



Virginia

Nansemond County So. ind.

I, John R. Kilby a
Notary Public in and for Nansemond
County, State of Virginia do certify that
Catharine Hardy and Reuben A. Hill
parties to the foregoing writing bearing
date the 29th of October 1867, have
severally appeared before me in
mysaid County & acknowledged
the same to be their act and deed
Given under my hand this 29th
day of October 1867.

John R. Kilby
Notary Public

In The Clerk's Office of Nansemond County Court
the 29th day of October 1867.

This Deed of Trust was received, and with the certifi-
cate written thereon, admitted to record (The requisite
stamps of \$10.50 having been affixed and cancelled)

Teste

Peter B. Prentiss, Clerk

X^{ind}

Nathaniel Husky Val:
To J Mead of Trusk
Horatio N. Swombly, Trustee for
Elizabeth A. Hill

1867
Octo: 29th. Received in the
Clerk's Office, certified to
+ AR

A.

Recorded, Deed Book
No 1, page 335.

Jay Reed: fee paid. . \$2.25
clk.

VIRGINIA:

In the Supreme Court of Appeals, held at the State
Court-house in the City of Richmond, on Thursday
the 4th day of February 1875.
Reuben A. Hill, Charles E. Hill and Elizabeth
A. Hill Appellants
against
Nathaniel Hart and Elizabeth P. his wife
Horatio N. Wombley, Benjamin Reddick and
A. P. Morse and George Blood Partners doing
business under the firm and style of A. P.
Morse & Co. Appellees
Upon an appeal
from a decree pronounced by the Circuit
Court of the County of Hanover on the 12th
day of October 1870. and another decree pro-
nounced on the 13th April 1871.

This day came again the parties by their counsel,
and the Court having maturely considered the
transcript of the records of the decrees aforesaid,
and the arguments of counsel, as of opinion, for
reasons stated in writing and filed with the records,
that there is no error in the said decrees.

Therefore it is decreed and ordered that the same be
affirmed, and that the appellants, pay to the appel-
lees thirty dollars damages, and their costs by them
about their defence in this behalf expending.

Which is ordered to be certified to the said Circuit
Court of Hanover County.

Attest
J. C. Buchanan
Appellees' costs in
the Court of Appeals \$29.94

Hill

July

v. 2 Copy decreed

Harley Vale

Transcribed

Here see
n.

Party see

On appeal from decree
of this Court.

This cause, in which an appeal
was taken to the Supreme Court of appeals of
Virginia, having been decided by said
Court, and ~~the~~ ^{the said} decision forwarded to
this Court, the same is now entered as the
judgment of this Court, and is as follows.

" Here insert the same

nr 1

Free to

v,

Harty to

1875

Order June Ch.

To be entered

Geo. Brown.

Entered

In the Circuit Court of the County of Nassau.

In Chancery.

Reuben A. Hill,

Plaintiff,

against

Nathaniel Hasty and Elizabeth P., his wife, Horatio N. Twombly, Charles E. Hill and Elizabeth A. Hill, his wife, Benjamin Riddick, and A. P. Morse and George Blood, partners doing business under the firm and style of A. P. Morse & Co., Defendants.

The joint and several answer of Charles E. Hill and Elizabeth A. Hill, his wife, two of the above-named defendants, to the bill of complaint of the above-named plaintiff.

In answer to the said bill, we, the said Charles E. Hill and Elizabeth A. Hill, his wife, saving and reserving to ourselves all and all manner of benefit and advantage of exception to the said bill, for either form or substance, say as follows:

1. We admit the truth of the allegations contained in the said bill.

2. After the filing of the said bill, to wit, on the 12th day of October, A.D. 1869, we instituted an action of debt in this Honorable Court on the bond for \$5,500, mentioned in the first and seventh paragraphs of the said bill, against the above-named plaintiff, Reuben A. Hill, and the above-named defendant, Nathaniel Hasty, the obligors therein named.

3. The said action of debt was so proceeded in,

that on the day of October, A.D. 1867, we, by the judgment of this Honourable Court, recovered against the said Nathaniel Hasty and Reuben S. Hill the sum of Five Thousand, Five Hundred Dollars, with interest thereon ^{to be computed} after the rate of six per centum per annum from the 29th day of October, A.D. 1867, till paid, and our costs (\$7⁵⁰) a part of our said action of debt by us in that behalf expended.

4. Afterwards, to wit, on the day of October, A.D. 1869, on the said judgment, we caused to be issued a writ of fieri facias, directed to the sheriff of the said county; and the said sheriff, by William Bley, his deputy, returned the said writ, with the following return thereon, to wit: "I can find nothing to satisfy the within execution or any part thereof. Wm. Bley, D. S."

5. Afterwards, to wit, on the 3d day of August, A.D. 1870, we caused another writ of fieri facias to be issued on the said judgment, returnable on the 1st Monday of October, A.D. 1870; — which said writ was directed to the Sheriff of the said county, who by Wm. P. Mitchell, his deputy, has returned the same, with the following return thereon: "I can find nothing to satisfy the within execution or any part thereof. Wm. P. Mitchell, D. S."

6. We file here with ^{the} as a part of this answer, a duly authenticated copy of the record of the proceedings in the said action of debt and of the said writs of fieri facias and the said returns thereon — which said ^{copy} is marked "H."

7. We claim, that under and by virtue of the said

writs of fieri facias, as well as under and by virtue of
the facts and circumstances of this cause otherwise
appearing in the proceedings thereof, we are entitled
to the sum of money mentioned in the decree
made in this cause on the 12th day of October,
A.D. 1870.

And having fully answered, we pray to be hence dis-
missed, &c.

Charles E. Hill, and
Elizabeth A. Hill, by
S. D. Sharp, their
Counsel.

I consent to receive this answer without oath.

Reuben A. Hill,
by
S. D. Sharp, his
Counsel.

Robert A. Hill

v.

W. Hasty & ux. Del.

Answer of C. E. Hill
to ux.

Filed Apr: 12th 1871. *ell*

In the Circuit Court of the County of Nausemond
In Chancery.

Reuben A. Hill,

Plaintiff,

against

Nathaniel Hasty and Elizabeth P., his wife,
Horatio N. Twombly, Charles E. Hill and
Elizabeth A. Hill, his wife, Benjamin
Riddick, and S. P. Morse and George
Blood, partners doing business under
the firm and style of S. P. Morse & Co., Defendants.

The answer of Horatio N. Twombly, one of the above-named
defendants, to the bill of complaint of the above-named
plaintiff.

In answer to the said bill, I, the said Horatio N. Twombly,
saying and reserving, &c., say as follows:—

1. I admit the truth of the allegations contained in para-
graph, 1, of the said bill; but I refer to the deed, which is
^{filed} with the said bill as Exhibit "A", as showing more fully
the character and extent of the said allegations.

2. I also admit the truth of the allegations contained
in paragraph, 2, of the said bill.

3. Of the allegation contained in paragraph 3, of the
said bill, I know nothing.

4. Nor do I know any thing about the matters sta-
ted in paragraph 4, of the said bill.

5. Nor do I know any thing about the matters stated
in paragraph 5, of the said bill.

6. I admit the truth of the allegation contained in
paragraph 6, of the said bill.

7. I have never been informed and do not believe, that the said Nathaniel Hasty and Reuben S. Hill ever executed two bonds, the one for \$5,500⁰⁰ and the other for \$5,000⁰⁰ to Charles E. Hill. I know that they executed two bonds, the ^{one} for \$5,500⁰⁰, and the other for \$5,000⁰⁰, each ^{made} payable to Elizabeth A. Hill, the wife of the said Charles E. Hill, and bearing date on the 29th day of October, A.D. 1867, the first falling due on the 1st day of January, A.D. 1869, and the second, on the 1st day of January, A.D. 1870, and carrying interest from their said date, payable semi annually. These last mentioned bonds are the same, which are mentioned in the said deed, dated the 29th day of October, A.D. 1867, exhibit "A" aforesaid. I have no doubt, therefore, and fully admit, that the allegations contained in paragraph 7, of the said bill, are true. The bond aforesaid falling due on the 1st day of January, A.D. 1869, is on file amongst the papers in the case of Charles E. Hill and Elizabeth P. Hill, his wife, plaintiff, against the said Nathaniel Hasty and Reuben S. Hill, now pending on the law side of this Honorable Court; and a copy thereof, marked "N^o 1", is herewith filed as a part of this answer. The other bond aforesaid is also herewith filed as a part of this answer, marked "N^o 2".

8. I know nothing as to the truth of the allegations contained in paragraph 8. Since the institution of this suit, I have found the deed referred to ⁱⁿ the said paragraph 8, of record in the clerk's office of the court of the said county of Warrsemond. The said A. P. Morse Esq. and the said Benjamin Riddick, before and at the time

of the execution of the said deed, to wit, before and on the said 19th day of October, A.D. 1868, had notice of the deed mentioned in paragraph, 1, of the said bill. I, therefore, submit, that the deed mentioned in said paragraph, 8, can have no operation or effect, except in subordination to my rights and the rights of the cestui que trust under the said deed mentioned in said paragraph, 1, of the said bill. The said last mentioned deed was duly admitted to record in the clerk's office of the court of the said county of Warrumond, and on the very day on which it bears date, to wit, on the 29th day of October, A.D. 1867.

9. The allegations contained in paragraph, 9, of the said bill, are true.

10. I have been informed and believe, and, therefore, admit, that the allegations contained in paragraph, 10, of the said bill, are true.

11. I have also been informed and believe, and, therefore, admit, that the allegations contained in paragraph, 11, of the said bill, are true.

12. I have also been informed and believe, and, therefore, admit the truth of the allegations contained in paragraph, 12, of the said bill.

13. I also admit the truth of the allegations contained in paragraph, 13, of the said bill. But I approve of the institution of this suit, and claim the benefit thereof, and also claim title to all the property, which has been sold under the order of this Honorable ^{Court} made in this cause, and to the proceeds of the sales so made. I, moreover, accept, ratify and approve of, the taking

possession of the said property under the said order, and adopt the same as my own act, and have, from the beginning, or as soon as informed thereof, accepted, ratified and approved thereof, and adopted the same as my own act, as fully to all intents and purposes as if such taking possession of the said property had been done by me in proper person, or at my special instance and request.

14. I have been informed and believe, and, therefore, admit, that the allegations contained in paragraph, 14, of the said bill, are true.

15. The allegations contained in paragraph, 15, of the said bill, are true.

16. The allegations contained in paragraph, 16, of the said bill, are also true.

17. I also admit the truth of paragraph, 17, of the said bill; and approve of the prayer of the said bill.

18. I was present at the sale made by the Receiver in this cause on the 2 day of February, A.D. 1869, and fully approved of and adopted the same as my own act. I, as trustee as aforesaid, claim the benefit of said sale as fully to all intents and purposes as if it had been made by me, as trustee as aforesaid, and have adopted and ratified and do adopt and ratify the act of the said Receiver in taking possession of the said property, and make it my own, as fully as if the same had been done by me as trustee as aforesaid. Although the said plaintiff had no control over me, or my conduct in the premises, and I was in the city of

New York, yet before the institution of this suit, I had given instructions to the said plaintiff to employ counsel in the State of Virginia and take such steps in the premises as he might be advised, under the emergencies of the case, to take. I have been informed and believe, and, therefore, state, that the institution of this suit was advised by counsel as the only mode of relief then practicable under the circumstances stated in the plaintiff's bill; - and that farther delay would have endangered, and might have defeated, the just rights of myself as trustee as aforesaid, and the just rights of my said cestui que trust, in the premises.

19. The whole of the said debt of \$10,500⁰⁰, evidenced by the two bonds aforesaid, together with a large arrear of interest thereon, is still unpaid.

And having fully answered, I pray to be hence dismissed, &c.

Horatio N. Townsley,
by Scarborough, Duffield & Sharp,
his Attorneys at Law.

Reuben A. Hill

N.

Nathaniel Hasty Deal.

Answer of H. N. Trounby.

S. D. Sharp, p. 9.

1849. Apr. 19th. Filed M.

(1)

To the Circuit Court of Hansemond County,
Virginia.

The joint and separate answer of A. P. Morse and George ^{W.} Blood, partners doing business, under the firm and style of A. P. Morse & Co. to a Bill in Chancery, exhibited in the Circuit Court of Hansemond County and State of Virginia, by Reuben A. Hill against Nathaniel Hasty and wife and others and these Respondents.

These Respondents say That they suppose the Deed referred to in said Bill as having been executed on the 29th day of October 1867 by Nathaniel Hasty and Reuben A. Hill to Horatio N. Twombly of the City of New York, and as Trustee for the purposes therein named, ~~was~~ was executed as charged; but of its execution or its terms and conditions they knew nothing till this suit was brought, never having seen it, and never having known of its existence in any form until after the commencement of dealings of these Respondents with said Nathaniel Hasty on the 14th. of August, 1868.

That, what the character of the relations that existed between said Nathaniel Hasty and Reuben A. Hill, prior to the 29th. of October 1867, they know not, but they have no reason to doubt the fact that they were partners en-

=gaged in the business of manufacturing
Shooks &c. in Suffolk, Fauquier and County
aforesaid, and that the property named in
said Decree of Trust of 29th October 1867, and
then owned by said Hasty & Hill, was their
joint property.

They have heard and say therefore that they
believe it is true as alleged in said Bill, that
the said Hasty & Hill dissolved partnership
immediately after the execution of said Decree
of 29th October 1867, and that on the 31st
day of October, 1867, the said Reuben A. Hill
sold out his interest in the property conveyed in
said Decree of 29th October 1867, to Nathaniel
Hasty.

That they know nothing of the Bond of
Indemnity executed by said Nathaniel Hasty
to said Reuben A. Hill as alleged in said Bill,
other than the Bill states.

That the old firm of Hasty, Hill & Co was com-
posed of Charles E. Hill, the said Nathaniel
Hasty, and Reuben A. Hill, as they have heard.

That they know nothing of the execution of
the Bonds to Elizabeth Hill as referred to in
said Bill.

These Respondents say, that they utterly deny
that the Shooks, Staves, heading, and other lumber
on the premises conveyed by the Decree of Trust
of the 29th October 1867, are in any manner

whatsoever liable to be sold under said deed, or for the benefit of said Horatio A. Twombly, Trustee for Elizabeth Hill, or for the benefit of the said Reuben A. Hill. — That they further deny that the conveyance by Nathaniel Hasty and Reuben A. Hill, on the 29th day of October 1867, whilst they were partners, of all the lumber that might be on hand when a sale should be made under the said deed, whether manufac-
tured or not, did in any manner whatever convey or cover, the shooks, staves, heading, and other lumber, whether manufactured or not, on the premises aforesaid when this suit was brought. — That the firm of Hasty & Hill was dissolved on or about the 31st. October 1867, about two days after the said deed was made, and from that time to the present the firm of Hasty & Hill, have had no such lumber, and had ceased to own any ^{of} such lumber, were not in business, and that all the lumber owned by them on 29th. October 1867, became on the 31st. October 1867, by the sale of Reuben A. Hill to Nathaniel Hasty, the individual property of said Nathaniel Hasty, and was by him used, and disposed of for his own use long before the lumber attached under proceedings had in this cause, had been purchased or manufactured.

These Respondents further say, That they live in Boston, in the State of Massachusetts, and are engaged in dealing in shooks, staves, and other

lumber, and finding the said Nathaniel Hasty manufacturing shooks and dealing therein, and in staves and lumber, these Respondents agreed to advance him money to carry on his business, and to buy material to manufacture shooks, and purchase staves and other lumber, as hereinafter set forth; (the said Hasty then being in Boston, on a visit.) - That accordingly, with the desire to aid said Hasty, and to obtain for their own trade all shooks and other lumber that he might manufacture at Suffolk Virginia, advanced to said Hasty the sum of six thousand dollars, in the course of a few weeks, to wit, \$2000. on the 18th of August 1868, \$2000. on the 24th of August 1868, and \$2000. on the 2nd of September 1868, and for which the said Hasty executed three notes, for the said sum respectively and dated as above, which notes are filed herewith and marked 1. 2. & 3.

That one of these Respondents, to wit, A. S. Morse, soon thereafter went to Virginia, and in order to secure the payment of the said sum of \$6000, took of said Nathaniel Hasty a Deed of Trust dated the 19th day of October 1868, conveying to Benjamin Riddick as Trustee for these Respondents, the real estate therein described and engine and machinery and fixtures, and also all lumber then on hand, or that may from time to time, or at the time of sale under said Deed, be on the premises therein named.

These Respondents further say, that after the advancement by them, and before the deed of trust of 19th October 1868 was executed, and whilst the said A. S. Morse was on a visit to Virginia, to wit, on the 23rd day of September 1868, a written contract was entered into by and between the said Nathaniel Hasty and these Respondents, as follows - "The said A. S. Morse & Co. desiring to purchase a quantity of molasses and Sugar hoghead shooks, have agreed with the said Nathaniel Hasty, that they will pay to him or his personal Representative or assigns for each shook which he will manufacture in a neat workmanlike and merchantable manner, between this day (the said 23rd of September 1868) and the first day of January 1869, and hold subject to be delivered to them as hereinafter provided, one dollar and seven-ty five cents (\$1.75) per shook, and for all shooks which the said Hasty may or like manner manufacture, put up and hold in the year 1869, the said A. S. Morse & Co. are to pay the said Hasty one dollar and eighty cents per shook; but there is not to be manufactured under this agreement more than Twenty five thousand shooks, unless at the special instance and request of the said A. S. Morse & Co., nor less than fifteen thousand shooks: and the said Hasty sells to the said A. S. Morse & Co. all the

"Shooks he now (on the 23^d. September 1868). has
"on hand, and also all he may hereafter man-
"ufacture from staves which are now or may
"hereafter be put upon the factory lot. And the
"said Hasty further agrees and binds himself
"that he will at his own cost and charge man-
"ufacture all the staves which now are, or
"which may hereafter be purchased and put up-
"on his factory lot, into neat merchantable
"shooks at the prices and upon the terms afore-
"said. And it is further agreed between the
"parties that, in consideration of the said A. S.
"Morse & Co. having advanced to the said Hasty
"money to enable him to buy staves and carry
"on his business, that all staves and shoocks
"which now are or may hereafter be upon the
"factory lot of the said Hasty, or in his posses-
"sion and under his control, shall be the prop-
"erty of the said A. S. Morse & Co, with full power
"to sell the same whenever they may choose
"to do so, until all the terms and conditions of
"this agreement are fulfilled, and the said
"A. S. Morse & Co fully re-imbursed and paid all
"money which may be due to them from the
"said Hasty, and he promises and binds him-
"self to deliver all the shoocks he may man-
"ufacture under this agreement on board of
"a vessel or in the cars of the Rail-road at
"Suffolk, at any time the said A. S. Morse & Co

"may direct him to do it" - which contract and agreement, and the terms and conditions aforesaid, and other covenants as therein set forth, will more fully appear by reference to the said original contract in writing filed herewith as part of this Bill, and marked "4."

These Respondents further say, That under and by virtue of said contract, they have from time to time, not only advanced the said Hasty the said sum of \$6000, which is secured by the Decree of Trust of 19th October 1868 on real estate and on said shooks and other lumber, but also have advanced other large sums of money to him to buy staves and lumber for these Respondents, and to pay for shooks and heading manufactured and to be manufactured, and that they themselves have also purchased of various persons staves and lumber, and had the same sent to Hasty's factory to be manufactured, and that the said shooks, staves, heading, and other lumber which have been taken charge of by Thomas D. Crowell the Receiver in said case, has been purchased with the money of these Respondents under the agreement aforesaid and together with the money advanced and secured by the said Decree of the 19th October 1868, and as purchased by themselves, and that none of it

ever belonged to Hasty & Hill, and was not on hand when the said Hasty & Hill executed the deed of Trust of 29th. October 1867, and which fact was well known to said Reuben A. Hill, notwithstanding he has sworn to the statements in said Bill.

These Respondents further say, That a large part of the shooks, staves, and heading, and other lumber taken charge of by said Receiver was not on the premises conveyed by deed of Trust of 29th. October 1867 to said Trustee, but were on other lots, distinct therefrom.

These Respondents further say, that the said Hasty, under and by virtue of the arrangements thus made, had purchased a large quantity of staves and other material and had manufactured the same, and had been shipping them to these Respondents from time to time, in the usual and regular course of business, and of which the said Reuben A. Hill had full notice, and had transported himself in his vessel from time to time a part thereof. That a considerable quantity of shooks and other manufactured lumber had accumulated, for the want of vessels to transport the same, - and these Respondents believe that the difficulty in obtaining vessels was in fact owing to the

efforts of said Reuben A. Rice to prevent it, so that he might have a larger amount of manufactured articles on hand to carry out his scheme to appropriate the proceeds of the money of these respondents to pay the debts he was bound for - But these Respondents believe that no Court of Equity will aid him in so doing.

That as to the other statements contained in said Rice, these Respondents know nothing of their own knowledge.

These Respondents therefore claim that all the books, staves, heading and lumber taken charge of by Thomas P. Cronce, Receiver, and sold by him are subject to the claim of these respondents under their deed of "Trust of 19th of October 1868, and under the agreement" aforesaid, and by virtue of their own purchase, and that the proceeds should be paid over to them, as they pray may be done.

These Respondents feel bound to protest against the interference with their rights, under the extraordinary proceedings had in this case.

They reside in Boston, a distance of seven or eight hundred miles from Suffolk, Virginia - the property not perishable, and should not have been sold on five days notice, not allowing these Respondents any time to execute

the Bond as authorized, and scarcely having time by aid of the telegraphic wires, to hear of the proceedings reach the place of sale by the day of sale, and thus by this harsh and summary proceeding the factory attended to broken up, a number of hands thrown out of employment, and the rights of these Respondents wholly disregarded.

These Respondents deny that the said Hasty was doing any act to justify the action taken in this case, but was simply manufacturing shovels, heading &c. and shipping them in the usual course of trade to these



Respondents according to contract, as known to said Plaintiff.

These Respondents further say that notwithstanding the Plaintiff in his Bill says that Horatio N. Twombly and Elizabeth A. Hill both reside in the city of New York, and that the said Plaintiff cannot control them or their actions in the premises, yet the said Horatio N. Twombly was present at the sale, and was the active manager of the same, and these Respondents believe that the said Reuben A. Hill has only been put forward to swear to the extraordinary statements in said Bill, being irresponsible in a pecuniary point of view as they believe, whilst the said Twombly was the real moving cause in the proceedings. - These Respondents are constrained to believe that the whole proceeding was commenced by said Twombly and Reuben A. Hill to appropriate the property purchased and paid for by these Respondents, whilst they were a long way off, and unable to protect it, to the payment of the debt due Elizabeth A. Hill, the wife of Charles E. Hill, a brother of said Reuben A. Hill - knowing full well that the real estate and machinery conveyed by Deeds of 29th. October 1867 was insufficient for that purpose.

These Respondents however feel assured

that this Hon: Court will look into the transaction carefully, and will protect their rights in the premises. —

In conclusion, These Respondents pray that the proceeds of sale of all shooks, heading staves, and other lumber, made by the Receivers in this cause, may be secured to these Respondents, and that all other relief afforded proper.

And having answered &c.

A. P. Morse
Geo. W. Blood

State of Massachusetts }
City of Boston } to wit:

This day A. P. Morse & George W. Blood came before the Undersigned a Notary Public in and for said City & State & made oath that the foregoing answer contains the truth to the best of their knowledge and belief. Given under my hand & seal this 12th day of March, 1869.



Samuel Plummer
Notary Public in and for Said
County of Suffolk

Hill \

" }

Hasty Sal.

answer of
A. P. Morse Esq

1869. April 29th Filed.

clk

In the Circuit Court of the County of Nausemond.

In Chancery.

Reuben A. Hill,

Plaintiff

v.

Nathaniel Hasty and Elizabeth
Charles E. Hill and
P., his wife; Horatio N. Twombly; Eliz-
beth A. Hill, ^{his wife,}; Benjamin Riddick;
and A. P. Morse and George Blood, partners
doing business under the firm and style
of A. P. Morse & Co.,

Defendants.

To the Honorable Richard H. Baker, Judge of the
said Circuit Court of the County of Nausemond.

Humbly complaining, sheweth unto your Honor, Reuben A. Hill, of Suffolk, in the said County of Nausemond, the above-named plaintiff, as follows:

1. Heretofore, to wit, on the 29th day of October, A.D. 1867, the above-named defendant, Nathaniel Hasty and the said plaintiff, Reuben A. Hill, by deed of that date, conveyed to the above-named defendant, Horatio N. Twombly, trustee, of the City of New York, in the State of New York, a lot of land, in the said town of Suffolk, situated at the North West junction of main and first cross streets, immediately opposite the clerk's office on the West, and was purchased of Washington L. Riddick, Trustee for Amos R. Harrell &c. by deed duly recorded, together with the steam engine and fixtures, houses, and machinery then on the said premises, or that might be placed on the same; also all the lumber that might be on hand when a sale should be made under the said deed, whether manu-

factured or not, and all mules, wagons and other property connected with the manufactory of shooks and other lumber; also all debts that may then be due to the said Nathaniel Hasty and Reuben A. Hill, when the said deed shall be closed, growing out of the business above referred to, and with power to the said trustee to collect the same. In Trust to secure the payment to the above named defendant, Elizabeth A. Hill, of the said City of New York, the following sums of money, to wit: the sum of Five Thousand Five Hundred Dollars, due by bond dated the day and year aforesaid, and payable on the 1st day of January, A.D. 1869, with the interest payable semi-annually, and also the further sum of Five Thousand Dollars, due by bond dated ^{the same} day with the date of the said deed ^{of trust}, and payable on the 1st day of January, A.D. 1870, with the interest payable semi-annually; and with power in all respects to execute the said Trust according to the laws of the State of Virginia in such case made and provided. All which will the more fully and at large appear by reference to the said deed, which was duly admitted to record in the clerk's office of Nansemond County Court on the 29th day of October, A.D. 1867, and, together with the certificates endorsed thereon, is herewith filed, marked "A." as a part of this bill.

2. Prior to the said 29th day of October, A.D. 1867, the above named plaintiff, Reuben A. Hill, and the said defendant, Nathaniel Hasty, had been engaged in the said business of manufacturing shooks, &c. in Suffolk aforesaid, and the said lot of land, and steam engine

and fixtures, and other the property embraced by the said deed of that date, were their joint property and stock in trade, they then doing business under the firm and style of Hasty & Hill.

3. On or about the said 29th day of October, A.D. 1867, the said firm and co-partnership of Hasty & Hill, was by the mutual consent of the said partners dissolved.

4. Afterwards, to wit, on the 31st day of October, A.D. 1867, the said plaintiff, Reuben A. Hill, by deed of that date, in consideration of the sum of Eighteen Hundred Dollars, conveyed to the said defendant, Nathaniel Hasty, the undivided one-half of the real and personal estate and choses in action then lately owned by said Hasty & Hill, and by Hasty, Hill & Co., consisting of the lot of land in Suffolk aforesaid, ^{and} the steam engine and machinery attached, mentioned in the said deed of October 29th, A.D. 1867, with slaves, shooks and lumber on hand and debts due the said firm of Hasty, Hill & Co., and the undivided one-half of a certain tract of land containing one hundred and six acres, more or less, in said county of Xausemond, and more particularly described in the said deed of the 31st day of October, A.D. 1867. All which will the more fully appear by reference to the last mentioned ^{deed}, which has been duly recorded in the clerk's office of Xausemond county court, and a copy whereof, marked "B", is herewith filed as a part of this bill.

5. Simultaneously with the execution of the said

deed of the 31st day of October, A.D. 1867, the said Nathaniel Hasty, by his deed of that date, for the consideration therein stated, covenanted with the said plaintiff to pay all the outstanding liabilities of the said firm of Hasty, Hill & Co., and also to pay to Charles E. Hill the sum of Ten Thousand, Five Hundred Dollars mentioned in the said deed, and to indemnify and save harmless the said plaintiff forever on account of any of said debts and liabilities - as will more fully appear by reference to the said deed, which is herewith filed, marked "C", as a part of this bill.

6. The said firm of Hasty Hill & Co. was composed of the said Charles ^{E.} Hill, the said plaintiff, and the said defendant, Nathaniel Hasty.

7. In the said deed mentioned in paragraph 5 and marked "C", there is this recital: "Whereas Nathaniel Hasty & Reuben A. Hill recently purchased from Chas. E. Hill his Interest in the Shook factory & machinery & lumber & assets of Hasty Hill & Co. for Ten thousand five hundred dollars and executed to said Chas. E. Hill two Bonds therefor - one of \$5500 & one of \$5000, secured by deed of trust duly recorded" - The said ^{two} bonds mentioned in the said recital are the same bonds mentioned and secured by the aforesaid deed of trust of the 29th day of October, A.D. 1867, and it is erroneously stated in the said recital to have been executed to the said Chas. E. Hill, whilst in truth and in fact they were executed to the said defendant, Elizabeth A. Hill, as stated in the said

deed of the 29th day of October, A.D. 1867, that being, the deed of trust referred to in the said recital.

8. On the 19th day of October, A.D. 1868, the said Nathaniel Hasty and Elizabeth P., his wife, by deed of that date, conveyed to the above-named defendant, Benjamin Riddick, trustee, the above mentioned lot or parcel of land, together with the aforesaid houses, engines, machinery and fixtures connected with the "Shook" and other manufacturing business, and also all lumber there on hand or that may be from time to time or at the time of sale under the said deed, on hand, on said lot, and also certain other real estate and certain policies of insurance in the said deed mentioned and described, and two mules and one wagon; In trust to secure the payment of the following sums of money to the above named defendants, S. P. Morse and George Blood, partners doing business under the firm and style of S. P. Morse & Co., of Boston, in the State of Massachusetts, to wit, one bond for Two Thousand Dollars, bearing date the 18th day of August, A.D. 1868 and due on demand; one other bond for a like sum of Two Thousand Dollars, dated the 24th day of August, A.D. 1868 and due one day after date; and also one other bond for the like sum of Two Thousand Dollars, dated the 2^d day of September, A.D. 1868, and due one day after date; and it is covenanted that this deed shall in all respects be executed according to law. All which will the more fully appear by reference to the said deed, which was duly recorded on the 31st day of December, A.D. 1868, in the clerk's of the said Hampshire county court; and a duly authenticated copy

whereof, marked "D", is herewith filed as a part of this bill.

9. The said defendant, Nathaniel Hasty, did not on the 1st day of January, A.D. 1869, pay to the said Elizabeth A. Hill, or to the said Horatio N. Twombly, or to any one for them, or either of them, the aforesaid sum of \$5,500⁰⁰, or any part thereof, but the whole thereof, as well of the aforesaid sum of \$5,000⁰⁰, together with a considerable arrear of interest due on each of the said two sums of money, still remains due and unpaid:

10. The property embraced by the aforesaid deed of trust mentioned in the above-mentioned deed of trust of the 29th day of October, A.D. 1867, and marked "A", as stated in paragraph 1 of this bill, if now exposed to sale on liberal terms of credit, would not, it is believed and therefore charged by the said plaintiff, bring money enough to pay the expenses of sale and the said two sums of money, to wit, the said \$5,500⁰⁰, and the said \$5,000⁰⁰, with the interest due thereon. Notwithstanding this, the said Nathaniel Hasty has threatened to place the movable portion of the said property beyond the limits of this State, and, as your orator has been informed and believes, and, therefore, charges, is at this very time making arrangements for the removal of the shocks and hoghead heads now on the said lot, consisting of 3000 shocks, or thereabouts, and from 7000 to 8000 staves, or thereabouts, the whole of which is of large value, say from \$4000⁰⁰ to \$4,800⁰⁰, from this State and beyond the limits thereof. And from the threats of the said

Nathaniel Hasty made to the said plaintiff, the said plaintiff has good ground to believe and does believe that the said Nathaniel Hasty will remove beyond the limits of this state all the property embraced by the said deed of the 29th day of October, A.D. 1867, marked "A.", that can be so removed.

11. By the said removals, if effected, the aforesaid security for the said two sums of money, to wit, the said sum of \$5,500⁰⁰, and the said sum of \$5,000⁰⁰, with the interest due and to accrue due thereon, will be greatly impaired, and rendered wholly insufficient to satisfy the same.

12. The said plaintiff has good cause to believe and does believe, and, therefore, charges that the said Nathaniel Hasty is insolvent; and that the said plaintiff, to the extent that he may not be indemnified by the said deed of the 29th day of October, A.D. 1867 for his liability as aforesaid for the aforesaid sums of money mentioned in ^{5th} paragraph 11, he will be a sufferer, as he will to that extent be obliged to make the same good to the said Elizabeth A. Hill.

13. The said defendants, Horatio N. Twombly and Elizabeth A. Hill, both reside in the city of New York, in the State of New York; and the said plaintiff cannot control them, or their action in the premises.

14. If the said engine and machinery mentioned and referred to in the said deed, marked "A", be not kept in operation, they are liable to deterioration and

injury, and if the operation thereof be suspended for any considerable length of time, to prevent such deterioration and injury would be very expensive; in other words, the said engine and machinery, whether employed or unemployed, is expensive to keep.

15. The said Elizabeth A. Hill is the wife of the said Charles E. Hill, and the said bonds mentioned in paragraph 1, of this bill were executed to her ~~with~~ his consent and by his direction.

16. On the 30th day of December, A.D. 1868, the said Nathaniel Hartly made his check or draft, dated on that day and year, Norfolk and directed to B. W. W. Harris on D. Co., Bankers, for the payment by them to the said H. W. Twombly or order \$367⁵⁰; and when the same was presented for payment, the answer was "He has no funds here to meet it", and the same was duly protested for non-payment, and together with the charges of protest still remains unpaid. The same was given for a part of the interest on the said debts mentioned in paragraph 1, of this bill. — See Exhibit "E". —

1. The said plaintiff is advised that, in a court of equity, under the circumstances of this case, he is entitled to the benefit of the decree of the aforesaid deed, marked "A", and to ask that the said defendant, Nathaniel Hartly, be enjoined from removing the property or any part thereof embraced by the said deed from the said lot, and from disposing thereof in any manner whatsoever, and that the same be delivered by him to a Receiver to be appointed by your Honor, and sold to satisfy the debts mentioned in the said deed; with interest and costs, &c.

In tender consideration whereof, and forasmuch as the above named plaintiff is without remedy in the premises, except in a court of equity: To

9
the end, therefore, that the said Nathaniel Hasty and Elizabeth P., his wife, Horatio N. Twombly, & Charles B. Hill and Elizabeth A. Hill, his wife, Benjamin Riddick, and A. P. Morse and George Blood, partners doing business under the firm and style of A. P. Morse & Co. may be made parties defendants to this bill, and required, upon their several and respective corporal oaths, to make full, true, direct and perfect answer to all and singular the matters herein before stated and charged, as fully and particularly as if the same were here again repeated, and they and each of them thereunto distinctly and specially interrogated; that the said defendant, Nathaniel Hasty, his agents; servants and labourers, and all other persons, be restrained by the order and injunction of this Honourable Court, from removing the property embraced by the aforesaid deed, marked "A" from the lot aforesaid and from the State of Virginia, and from selling, or otherwise disposing of the same in any part thereof, in any manner whatsoever; that a proper person be appointed to receive the said property and every part thereof; that the said defendants and each be ordered to deliver up to such person, all the said property and every part and parcel thereof, wherever the same may be, which may be in their possession or power, or in the possession or power of any one of either of them; that the same be forthwith sold by the said Receiver, and the proceeds of such sale be applied to the indemnity of the said plaintiff in

the premises, and to the payment of the aforesaid debts mentioned in paragraph 1 of this bill, and the interest due and to accrue due thereon, and the plaintiff's costs, &c. And that the plaintiff may have such further or other relief as the nature of the case may require. May a summons issue, &c.

Scarburgh, Duffield & Sharp, pig-

Corporation of the City of Norfolk, to wit:—I, Charles Sharp, a notary public for the corporation aforesaid, in the State of Virginia, do certify, that the above named plaintiff, Reuben A. Hill, made oath this day before me in my corporation aforesaid, that so much of the foregoing as is stated as depending on his own knowledge is true, and so much thereof as is stated as depending upon information derived from others, he believes to be true. Given under my hand this 19th day of January, A.D. 1869.

Charles Sharp
Notary Public

An injunction is awarded in favour of the plaintiff in the foregoing bill according to the prayer of his said bill; but the effect of this injunction is to be suspended until the said plaintiff, or some one for him, shall, before the clerk of the said Circuit Court of the County of Nansemond, with surety deemed sufficient by the said clerk, give bond, in the penalty of One thousand dollars, made payable to the

defendants, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. And it is ordered, that upon the execution of the said bond, unless the said defendants, or one, or more of them, or some one for them, shall, before the clerk of the said Circuit Court of Nansmond County, with surety deemed sufficient by the said clerk, give bond in the penalty of fifteen thousand dollars made payable to the Commonwealth of Virginia, and conditioned to perform all such orders and decrees as may be made by the said court in this cause, Thomas B. Crowell, who is hereby appointed a Receiver for that purpose, do receive from the said defendants, and each of them, all the property aforesaid, and every part thereof, wherever the same may be, mentioned in the said plaintiff's bill and the deed therein referred to, marked "A"; and make sale of the said property, at such time and place as the said Receiver may appoint, at public auction, in such lots and parcels as he, the said receiver may deem best, on the following terms and conditions, to wit: that so much of the purchase-money as may be necessary to pay the expenses of sale be paid down in cash; that the residue thereof be paid at the expiration of Three months from the day of sale, with interest thereon from that day, and that each purchaser give bond, with sufficient security, for the amount of the purchase made by

him, except such part thereof as may be paid down in cash; and that the said bonds, which shall be made payable by the said purchasers respectively and their respective sureties to the said Receiver, be held by him, subject to the future orders and decrees of the said Circuit Court; And it is further ordered, that the said defendants, and each of them, do on oath deliver to the said Receiver all and every part of the said property, wherever the same may be, which may be in their possession, custody, or power, or in the possession, custody, or power of any or either of them, or of any other person or persons for them, or for any, or either of them; and that the said Receiver do take possession of the said property and every part thereof, wherever the same may be; But before the said Receiver shall act in the premises, he shall, before the said clerk of the said Circuit Court of Nansmond County, with surety deemed sufficient by the said clerk, give bond in the penalty of twelve thousand dollars payable to the Commonwealth of Virginia, and conditioned for the faithful discharge by him of the duties of his Office of Receiver under this and any future order in this cause. And it is further ordered that before the said Receiver shall make the sale herein before directed he shall give at least five days notice ^{of the time and place} thereof by advertisements published in some newspaper in the city of Norfolk, and posted at the front door of the Court House of the said County of Nansmond; and it is further ordered, that

the plaintiff, or any of the other parties to this cause,
may become the purchaser of the said property, or of
any part thereof, at the said sale.

To The Clerk of the Cir-
cuit Court of New
Hampshire

E. J. Pitts
Jan. 19th 1868

Reuben S. Hill.

v.

Nathaniel Hasty Dal.

Bill.

S. D. & Sharp, p. q.

1869. Feb. 1st. Filed. *al* *q*

Hill

to { Chy. Notes

Hasty & up: tal:

1869. Jan'y: 22nd Injor: Bond executed & filed

" " " Receiver's do. do. do

" " " Sum^o in Chy & injor isd.

" Feb'y: 1st: Bill & xbls: filed

" " " Conditional Decree to defts: Hasty & wife, and Benjamin Reddick.

" " " Affidavit as to non resident defts: made & filed

" " " Or: Pub: awarded to non resident defts: Horatio N.

Trimbley, Charles E. Hill, Elizabeth A. Hill, A. P. Morse
& Geo. Blood.

" March 1st: Conditional Decree confirmed - & Or: of Pub.
to non resident defts: having been published & posted
according to law (see cert^o: & Pub: filed) and no
appeal cause set for hearing, on mo: of Plffs'
Counsel.

" " " 17th Depositions filed

" " " 18th Will^o

" " 19th answers of defts: Trimbley, A. P. Morse & Geo. Blood filed & court
sent: refer. to & Receiver's report filed & confirmed
& decree to make bond to purchaser of the Real Estate,

" " " to collect & deposit bond &
Oct: 1st: 1st dect: filed

" " " Octo: 14th order allowing the deposition of Beny Reddick for
any other of the outlays & awarded to be taken
(defts: Morse & Co.)

1870. April 20th Continued (Octo: 12th) Decree for money.

1871. Apr: 12th Petition of Chas. E. Hill & up: for a Redoing
of decree filed - 1871. Apr: 15th Decree that the decree of
Octo: 12th 1870, remain unchanged 1871 6th Court

Chy. Notes

1872 Apr 14. Cover

Reuben A Hill

v } Chancery Papers

North Hasty 1st et al

1875

June (special) Term
Final Decree

Costs-

P.B.P. clks for \$7.40
 staff - 50

Debs . . . 34.58
 staff - 50

Debs . . . 14.44

G.L. Christman } 6.21
 (ex: c: appd)

Alta: for } 30:00
 2 covers / }

W. E. Cohen ~~chk~~: 2.32

P.B.P " 5.00
 113:15-

Dam: in' } 60:00
 2 covers }
 \$1163.15-

Fi: for: 5-11-75-

^r
 R.A. Hill

105.11-
 2994
 30:00

\$163.09

Fi: for

1:11-75-

^r

Tenants } \$ 30:00

~~\$40.00~~ 40:02
 58

~~105.11-2994~~ \$90:40

Cooks

21

2

Costs of A. P. Morse & Co

P. B. Prentiss Clk fees \$7.40
Shff. 30

Depositions 34.38
Shff 30

Depositions 16.64

E. L. Chumton - (Co. appeals) 6.21

Almonen's fees 2 cases 30.00

W. E. Cochran Clk fees 2.32

P. B. Prentiss Clk fees 5.00 (including final decree)

\$103.15

Damages in 2 Cases 60.00 (\$30 Each)

\$163.15

Defendants Costs &c.

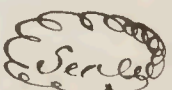
Know all Men by These presents, that we Charles Sharp and Charles B. Duffield are held and firmly bound unto the Commonwealth of Virginia, in the just and full sum of Three Hundred Dollars, to which payment well and truly to be made to the said Commonwealth, we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by These presents.

Sealed with our seals and dated this 17th day of January, AD. 1872.

The Condition of the above Obligation is such, that whereas the Clerk of the Supreme Court of Appeals, has issued a writ of Supersedeas, in the name of the Commonwealth of Virginia, to the Sheriff of Hanseman County directed, commanding the said Sheriff, that from all further proceedings on two certain Decrees pronounced by the Circuit Court of Hanseman County, the first on the 12th day of October 1870, and the Second on the 13th day of April 1871, in a suit in Chancery, wherein Reuben A. Hill, was Plaintiff, and Nathaniel Hasly and Elizabeth P. his wife, Horatio N. Swombly, Charles E. Hill and Elizabeth A. Hill, his wife, Benjamin Reddick, and A. P. Morse and George Blood, partners, doing business under the firm and style of A. P. Morse & Co: were Defendants, he altogether supersede, but on said writ, the said Clerk of said Court of Appeals has

endorsed, that it is not to be effectual, until the Petitioner or some responsible person for them, shall enter into bond with sufficient Security in the Clerk's Office of the said Circuit Court in the penalty of Three ^{Conditioned as the law directs,} Hundred Dollars, and a Certificate of the execution thereof with the name of the Security endorsed thereon, by the Clerk of the said Circuit Court:

Now if the said Reuben A. Hill, Charles E. Hill and Elizabeth A. Hill, their Executors or Administrators shall prosecute the said writ with effect or shall well and truly pay the amount of the Decrees aforesaid, of the said Circuit Court, and all such costs and damages as shall be awarded, in case the said Decrees shall be affirmed, then the above obligation is to be void, otherwise, it is to remain in full force.

Charles Sharp, 
by Peter B. Prentiss, his Atto: in fact
Charles B. Doolittle 
by Peter B. Prentiss, Atto: in fact

Charles Stark Ld.
To { Supersedeas Bond
Commonwealth

1872
Jan: 17th. Executed filed
clk.

No. 14 Main Street.

367.50

Norfolk, December 30th 1868

BURRUSS, HARRISON & CO. BANKERS,

Pay to H. A. Swombly or order ~~or Bearer,~~

Three hundred & sixty seven ¹⁰⁰ 50 Dollars

No. 121



Nathaniel Hasty

To Deposit
H. A. [unclear]

Pay / 1st Ward 1 Cent
Norfolk Va

~~H. A. [unclear]~~

\$367⁵⁰ Norfolk, December 30th 1868
 Burruss Harrison & Co Bankers
 Pay to A H Twombly or order ~~at Bank~~
 Three hundred & Sixty seven ⁵⁰/₁₀₀ Dollars
 Nathaniel Wasty

Order
 In deposit
 A H Twombly
 Pay 1st Nat Bank
 Norfolk Va.
 Cashier in order
 A B Proas Ac
 American National Bank N.Y.



United States of America, } SS.
 State of Virginia—City of Norfolk.

Be it known, That on this 5th day of January
 in the year of our Lord one thousand eight hundred and sixty nine
 at the request of Geo Chamberlain Esqr Cashier
 the HOLDER of the original of the above copied draft or check
 I, WM. H. HUNTER, a Notary Public, in and for the City aforesaid, by
 lawful authority, duly Commissioned and Sworn, did present the original
 of the above copied draft or check (the time limited
 having expired) to

Men Burruss Harrison & Co

and demanded payment thereof, WHEREUPON, they replied

"he has not funds here to meet it"

which answer not being satisfactory, I did, on the same day, send per mail written
 notice thereof, addressed to the drawer and indorser - under cover directed

A B Proas Esqr Actg Cashier

American National Bank N.Y.
 New York

informing them of the demand, non-payment, protest and dishonor of said draft or check
 and that the Holders look to them for payment thereof.

Thereupon, I, the said Notary, at the request aforesaid, did PROTEST, and by these presents do
 most publicly and solemnly PROTEST as well against the drawer and indorser
 of the said draft or check as against all others whom it doth or may concern, for all loss, damage,
 exchange, re-exchange, principal, interest and cost already incurred, or to be hereafter incurred, for want of
 payment of the said
 original draft or check

In Witness Whereof, I, the said Notary, have hereunto set
 my hand and affixed my Notarial Seal the day and date first above written.

CHARGES:

Protest, 1.50
 State Tax, 25
 Rev. Stamp, 10
 Notices, 3
 Postage, 3
 1.88



W. H. Hunter
 Notary Public.

Protest
 Nath Wasty
 on
 Sumner & Harriett & Co
 367.50
 Chy 1.88
 369.38



E.

Sumner & Harriett & Co

I, *J. Richard Sewellen* Editor of the
NORFOLK JOURNAL, a newspaper published in the City of
Norfolk, in the State of Virginia, do certify that the order of pub-
lication, a copy of which is hereto annexed, has been published
~~once a week for four successive weeks,~~ *7 times* in said newspaper, com-
mencing on the *26th* day of *January* 1869,
and ending on the *2^d* day of *February* 1869.

Given under my hand this *3^d* day of *April* 1869.

Cost \$100- *J. Richard Sewellen*
EDITOR.

By W. R. Roberts, Auctioneer, corner Roanoke Square
and Wide Water Street.

CHANCERY SALE.—In obedience to
an order made in a chancery cause pending in the
Circuit Court of the County of Nansemond, between Reu-
ben A. Hill, plaintiff, and Nathaniel Hasty and wife, and
others, defendants, I shall sell

AT PUBLIC AUCTION,

At 11 o'clock A. M., on the premises, on **TUESDAY**, the 2d
day of February next, the

LOT OF LAND,

Situated at the Northwest junction of Main and 1st Cross
streets, immediately opposite the Clerk's office on the
west, in Suffolk, Virginia, with the

**SHOOK FACTORY, MACHINERY, STEAM ENGINE,
FIXTURES, AND HOUSES THEREON.**

Also, at the same time and place, about 2,800 Shooks,
7,000 to 8,000 hhd. Staves, Mules, Wagons, Lumher, &c.,
&c, lately conveyed by the said Hill and Hasty to H. N.
Twombly, Trustee, by deed of the 29th of October, A. D.
1867.

THOS. P. CROWELL, Receiver.

January 25th, A. D. 1869.

W. R. ROBERTS,
Auctioneer.

ja26—tds

West Main Street.

S. HODGES & CO., PROP'R'S.

VIRGINIAN NEWSPAPER & JOB PRINTING OFFICE

JOB PRINTING NEATLY AND
PROMPTLY EXECUTED.

Norfolk, Va., Jan 21 1867

M. R. H. Smith

Co NORFOLK VIRGINIAN, Dr.

For

one year's printing of the Norfolk Virginian \$6.00

RECEIVED PAYMENT,

J. Lowell Esq & Treasurer

1869 J. W. R. Robert

July 2 For Services 100 Cents

On Sale Hasty & Co. at

Supporter April \$920⁵/₇ \$920⁵/₇

County & United States \$5520

\$1472⁵/₇



Recd
J. W. R. Robert
Paying

Vech sale of Natl & Personal Estate
 sold at Auction at Suffolk Co. Effects of
 N Hartley & by order and for as 2.18
 Cornell & Recor, made by W. D. Roberts
 Feb 2/69

Land, House & Machinery		
to H M Trombly		300000
90 Shooks	to Moore & Co	15750
235 ditto	to G W Price	18800
1805 ditto	to ditto	172 ² 311363
15,20 Red Oak Staves	ditto	53200
86,14 White do do	ditto	48 ⁰⁰ 41448
432 do do Heading	ditto	47 ⁵⁰ 2052
1430 ft Pine Lumber	to H M Trombly	13 ⁵⁰ 1930
Lot of Guides		500
136 ² lbs Pine Heads	to G W Price	22 ¹ / ₂ 29396
191 Shooks	ditto	11 ²⁵ 33425
425 ditto	ditto	11 ²⁶ 74976
2 Mules	to Riddick & Bunt	30000
1 Wagon & Harness	to H M Trombly	1000
1 do do	ditto	2200
1 Office Safe	ditto	4500
Lot of Logs	D D Smith	175
		<u>920715</u>

Charges.
 Advertising bills 9 1725
 Cash for Labor & Watchman
 as per voucher — 7748
 Commissions & Taxes 4727 242100
 1896515

L & O

Noxf Feb 2/69

W. D. Roberts
 Am

11
Memorandum
of Settlement,

Cash from A. M. Bromley to	
Capt Crowell	2798 00
Note " Riddick & Brutt	270 00
" " G. W. L. L. L.	5254 10
Cash from W. D. Roberts	327 97
	8650 07

J. P. Crowell by Receiver
1869 J. W. D. Roberts
Aug 2 For Commission & Court Tax on
Sale of Effects of
Hartley & Co. an Suffolk Co. \$147 27
P. Payment
W. D. Roberts
Ans

Acc. made by
W. R. Roberts
Auctioneer

Hill
vs.
Hastings



VIRGINIAN NEWSPAPER & JOB PRINTING OFFICE

JOB PRINTING NEATLY AND
PROMPTLY EXECUTED.

Norfolk, Va., February 3 1869

By W. R. Roberts, Auctioneer,
Roanoke Square and Widewater street

CHANCERY SALE.

Obedience to an order made in chancery,
pending in the Circuit Court of the county
semond, between Reuben S. Hill plain-
Nathaniel Hasty and wife, and others,
ants, I shall sell at public auction on the
as, at 11 o'clock A. M., on TUESDAY, the
of February next, the

LOT OF LAND,

ated at the Northwest junction of Main
First Cross streets, immediately opposite
Lerk's office on the West, in Suffolk, Va.,
the Shook Factory, Machinery, Steam
e, Fixtures and Houses thereon.
at the same time and place, about 2,860
s, 700 to 8,000 Hogshead Staves, Mules,
ns, Lumber, &c., lately conveyed by the
ail and Hasty to H. M. Twombly, Trustees
of the 29th October, A. D. 1869.

THOMAS P. CROWELL,

Receiver.

W. R. ROBERTS,

Auctioneer.

Mr. Thos. P. Crowell,

To NORFOLK VIRGINIAN, Dr.

advertising Chancery sale 2 sq. 7 times \$6⁰⁰

RECEIVED PAYMENT,

Deed of Trust Oct with Haply & Will
To Thos P Cronney Adams Dr

Jan	20	To Expenses to affack	2.00
"	21	" " " "	5.00
"	22	" " " "	5.00
"	26	Posting Dic	1.00
Feb	2	" Expenses to affack	4.50
			<u>\$14.50</u>

List of Expenses of Society
from January 22^d 1868 to Feb 3^d
Parker Mitchell for Night watch
as per his Bill \$33.00
Hij Dog watch 11 days 22.00
Expenses of counting and
repairing Shotguns and Gun 20.00
Expenses of Advertising Society
in the Christianian Sun 2.48
\$77.48

I certify that the above
is correct

R. A. Hill,

Statement of
Amount paid for
Watchman, counting
the firing shooks, ad
other things to the Chris
tian Store.

NORFOLK PRINTING HOUSE COMPANY.

Norfolk, Va.,

May 26th 1869

Mr W. R. Roberts

The Norfolk Journal, Dr.

JOB PRINTING OFFICE AND BOOK BINDERY,

Atlantic Block, over Wilson & Walke's Bookstore, Main Street.

To adv Chancery Sale, Thos P. Crowell
Receiv 3 sqs of times

9 00

" half 2 00 4th sheet Bills

2 00

\$ 11 00

Recd Payment
J. Richd Swellen Supt
per Treasr

File

no. 3

Hospital

Toucher returned
with Report of
Receiver, Crowell.

Reuben A. Hill

^{vs.}
Nathaniel Hasty &c

Exposition
case in the
Circuit Court
of Hancock
County

The defendants Nathl. Hasty &
A. P. Moore, on oath say that
they deny that Hasty & Hill parties
to the deed referred to in said Bill
dated the day of , have
any chattel estate on the premises
referred to, and therefore have nothing
to deliver as belonging to the said Hasty
& Hill — That all the chattel estate
on said premises and much that
~~was~~ not on said premises has been
taken charge of by J. P. Currell
Receiver under the order in said
Case, embracing all the chattel
estate, now in controversy — That
there are no sets on Hasty & Hill
to surrender — That all the chattel
estate referred to & appts other than
the Engine ^{tools & machinery} & real estate, in the
property subject to the deed of said
A. P. Moore ^{& a written contract with Nathl. Hasty} He^o — That said A. P. Moore
& Nathl. Hasty, also say that no one
has any appts belonging to the said

firm of Hasty & Hise known to
them

Given under our hands
this 2 Feb 1869. Nathaniel Hasty
A. P. Morse

Lawrence County to wit

I, John R. Kelly a
Notary Public in and for said
County do certify that Nathl.
Hasty & A. P. Morse this day made
oath that the statements contained
in the foregoing affidavit are
true to the best of their knowledge
& belief

Given under my hand
Dece 2^d Feb 1869

John R. Kelly
Notary Public

File
vs. 3 In Chy.
Hospital.

Affidavit of A.P.
Morse & N. H. Hasky.

"C"

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY,—GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Thomas P. Crowell*

if *he* be found within your bailiwick to appear at the Clerk's office of our *Circuit*
Court for our said County of Nansemond, at the Rules to be holden for the said Court, on the first
Monday in *March* next, to answer *Benjamin Riddick Trust*
tee for A. P. Morse and George Blood, partners doing
business under the firm style of A. P. Morse & Co. of eleven
of Trover for 3000 shooks, 25000 staves, 2400 heading & 3000
feet of lumber; all, of the value of \$10,000 — Damage
\$15,000

And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office.
this *2nd* day of *February* 18*69*, and in the *93rd* year of our foundation.

Peter B. Prentis. Clerk.

Copy for,
Thomas P. Crowell

Hill
or 3
Hospital.

Exhibit "B" ~~referred~~
with Receiver's
Report —

To Thomas Shurtleff
Sir

You having been
appointed Receiver by order of Judge Pitts under
an Injunction order made in the case of Reuben
& Hill against Nathl Harty and others, and you
having taken charge of the Slaves, Shooks, Heading,
and other estate owned by said Harty
in Suffolk. You are hereby notified, that
I as Trustee in a Deed of Trust executed
by said Nathaniel Harty to me as Trustee for
A.P. Moore & Co. dated the 19th day of Oct: 1868,
and duly recorded, do claim that all the
said Slaves, Shooks Heading, on said premises
are subject to said Deed, and especially all
of said goods not on said premises, and that
the right to the same will be contested by due
course of Law, and you held responsible for all
the said estate not subject to the Deed executed
by Harty and Hill on the 29th of October 1867

Jan'y 23^d 1869.

Very Respectfully
Bryon Riddick, Trustee
for A.P. Moore & Co.

Piddick, Trustee for
A. T. Morse & Co.

to

V. P. Crowell, Receiver

Exhibit A returned
with Receiver's Report.

Copy for
J. P. Crowell

Hill

vs.

Hastings.

Exhibits filed
with the Receivers
Reports.

In the Circuit Court of the County of Nansemond.
In Chancery.

Ruben A. Hill

Plaintiff

against

Nathaniel Hasty and Elizabeth P. his wife et al. Defendants.

To the Hon. Edward P. Pitts, Judge of the said Circuit Court of the County of Nansemond.

I, Thomas S. Crowell, the Receiver in this cause, respectfully report as follows:—

In obedience to the order made in this cause on the 19th. day of Jan'y. A.D. 1869, I took possession of all the property mentioned in the bill and the deed therein referred to, marked 'A', that I could find. All that I entered upon possession of was in the town of Suffolk, upon and near the lot of land whereon the mill and machinery, mentioned in the said bill, is located. For the necessary protection and safe keeping of the said property I employed a watchman and kept him in constant charge thereof, both by day and night, till the sale and delivery of the same.

I gave seven days previous notice of the time and place of sale by advertisements published in the Norfolk Journal and the Norfolk Virginian, two newspapers published in the City of Norfolk, and posted at the front-door of the Court House of the said County of Nansemond. ^{by notice in the Christian Sun a newspaper published in Suffolk.} I also caused hand-bill notices thereof to be printed and circulated for general information, of which a number were distributed at various places in the North. The sale was made on the 2nd. day

of February A.D. 1869, at the time and places named in the said advertisements, at public auction, and upon the terms mentioned in the aforesaid order. In consequence of the requirement of the United States authorities that all sales at auction, for persons acting in a fiduciary character, be made by an auctioneer duly licensed & employed W. R. Roberts, an experienced auctioneer to make the said sales, and to count and deliver the shooks, headings, lumber &c. sold, to the purchasers thereof. I required from each of the said purchasers ten per centum, paid down, as necessary to defray the expenses of sale, and bonds with sufficient security for the residue of said purchase money. The aggregate amount of the sale of the whole property is \$9207 $\frac{15}{100}$ - O. H. N. Givens purchased the lot of land in Suffolk, with the buildings and machinery thereon, at the price of \$3000 $\frac{00}{100}$; 1430 feet of pine lumber at the price of \$19 $\frac{00}{100}$; a lot of binders at the price of \$5.00; of the safe at the price of \$45 $\frac{00}{100}$, and the two waggons and harness at the price of \$32 $\frac{00}{100}$. The aggregate of his purchases is \$3101.30. Of this sum he paid on the day of sale \$309 $\frac{00}{100}$. Being a resident of New York City and a stranger in this section he preferred paying the balance in money, to giving note with personal security as required by the order of sale. A few days afterwards he paid me for the balance, with the interest then due, the sum of \$2798 $\frac{00}{100}$.

Puddick & Bull bought the pair of mules at the price of \$500 $\frac{00}{100}$ of which they paid for the cash instalment \$30 $\frac{00}{100}$, and made their note, with security for the balance. The logs were sold to B. W. Smith at \$1 $\frac{75}{100}$, which he paid on the day of sale.

The books, readings, &c. were sold to George W. Price for himself and Morse & Co. at the price of \$5804¹⁰/₁₀₀. He paid at the time \$550⁰⁰/₁₀₀ for the cash instalment, and for \$5254¹⁰/₁₀₀, the residue of said price he gave his note, with security. After paying all the expenses of sale I deposited the sum of \$2968.90 in the First National Bank of Norfolk at 6 per cent. interest for the benefit of the cause.

I Subjoin the following statement.

The whole amount of sales is \$9207.15

The cash payment is \$890.75

I paid for advertising in the Journal,

Ingeniant Christian Sum. & for handbills \$19.73

I paid to Watchmen for ^{watch} ~~guard~~ night \$5.00

" " labor in counting and

refiling shoes, &c. for delivery — 20.00

I paid to W. R. Roberts, Auctioneer for

his Commissions at 1 per cent and

rates to U. S. Court & Comm. \$3127.27

Expenses incurred by Receiver

of 4 trips to Suffolk \$16.50 and

posting bills &c. 1.00 17.50

Am't retained for Commissions,

at 5 per cent. on \$9207.15, gross sales \$460.35 \$719.85

Balance of Cash instalment — \$170.90

Val. of purchase paid by H. N. J. Monthly 2798.00

Am't. of Cash to credit of this Cause \$2968.90

I hold, as directed by the said order of Sale, the notes made by the aforesaid purchasers, subject to the future decree of this Court. —

6th notice in writing, signed by "Beyn. Riddick, Trustee for A. Morse & Co", and bearing date on the 23rd day of Jany. A.D. 1869, has been received, notifying me that the he, the said Trustee named, by virtue of a deed of trust to him executed by Nat. Kusty for W. P. Morse & Co., all the staves, shooks, heading, on the premises, and especially all of said goods not on said premises, and that I will be held responsible therefor. The said Notice, marked "A" is herewith returned for the information of this Court. Afterwards and in the early part of February I was served with a summons, bearing date on the 2nd day of February A.D. 1869, issued in an action of trover instituted in the Circuit Court of the County of New London by Benjamin Riddick, Trustee for A. P. Morse and George Blood, partners doing business under the firm and style of W. P. Morse & Co. for 3000 shooks, 25000 staves, 2400 heading, & 3000 feet of lumber, of the value of \$10,000. The said summons is herewith returned for the information of the Court, marked "B". On taking possession and making sale of the property mentioned in the bill I acted in obedience to an order made in this Cause. I therefore ask the protection of this Court in the premises.

After I had made sale of all the property of which I had taken possession as aforesaid, but before the formal close of the said sale I demanded of the said W. P. Morse and Nathl. Kusty, who were then personally present, and also by proclamation of the said auctioneer, that they should

delivered on oath to me any property embraced by
the said order of sale of the 14th. day of January A.
D. 1869, in the possession, custody or power of them
or either of them, or of any other person or persons for them,
or either of them, but they declined to be sworn onto do
any other thing in the premises. Several days after-
wards the affidavit of the said A. P. Morse
and Nathl. Hasty was delivered to me at
my place of business in the City of Norfolk.
This affidavit, marked "C", is herewith return-
ed. All which is respectfully submitted
this 17th. day of April 1868

Wm D Brownell
Receiver

Hill
vs. John Cuyler
Hasty, etc.

Report of Receiver
Thos. P. Crowell

1869. Apr. 19th. Filed. ckt.

Know all men by these presents, that whereas heretofore, to wit, on the 25th day of November, A.D. eighteen hundred and seventy, a writ of supersedeas was issued by the clerk of the Supreme Court of Appeals at Richmond, to a decree pronounced by the circuit court of Nansemond County on the 12th day of October, A.D. 1870, in a suit in which Reuben S. Hill was plaintiff and Nathaniel Hasty and Elizabeth P., his wife, Horatio N. Twombly, Charles E. Hill and Elizabeth S. Hill, his wife, Benjamin Riddick, and S. P. Morse and George Blood, partners doing business under the firm and style of S. P. Morse & Cos., were defendants; and by a memorandum annexed to the said writ, it is directed, that the said writ of supersedeas is not to be effectual until the petitioner, the said Horatio N. Twombly, shall enter into bond, with sufficient security, in the clerk's office of the said Circuit Court in the penalty of three hundred dollars, conditioned as the law directs, and a certificate of the execution thereof, together with the name of the security, shall be endorsed on the said writ of supersedeas by the clerk of the said Court:—Now, Therefore, I, the said Horatio N. Twombly, have made, constituted and appointed, and by these presents do make, constitute and appoint Peter B. Prentiss, of the said county of Nansemond, my true and lawful attorney, for me and in my name to execute the said bond, hereby ratifying and confirming whatsoever my said attorney may lawfully do or cause to be done in the premises. Witness my hand and seal this third day of December,

A.D. 1870.

Signed and sealed in presence
of Aug. R. Strawn

Horatio N. Twombly 

Corporation of the City of New York, to wit: I,

, a notary



public for the corporation aforesaid, in the State of New York, do
certify, that Horatio S. Twombly, whose name is signed to the
writing above, bearing date on the day of December, A.
D., 1870, has acknowledged the same before me in my capac-
ity aforesaid. Given under my hand this day of Decem-
ber, A.D. 1870.

State of New York

City and County of New York, ss: On this third day of De-
cember Eighteen Hundred and Seventy, before me
personally appeared Horatio S. Twombly whose
name is signed to the within writing bearing
date on the third day of December A.D. 1870, and ac-
knowledgeed the same before me in the City and State
aforesaid.

In Witness whereof I have here-
unto set my hand and Official
Seal as a Commissioner for the
State of Virginia in said State of New
York, the day and year last aforesaid.

Alex. Ostrander
Commissioner for
Virginia
in New York.



Know all men by these presents, that whereas heretofore, to wit: on the 25th day of November, A.D. eighteen hundred and seventy, a writ of supersedeas was issued by the clerk of the Supreme Court of Appeals at Richmond, to a decree pronounced by the circuit court of Hansemond county on the 12th day of October, A.D. 1870, in a suit in which Reuben A. Hill was plaintiff and Nathaniel Hasty and Elizabeth P., his wife, Horatio N. Twombly, Charles E. Hill and Elizabeth A. Hill, his wife, Benjamin Riddick, and A. P. Morse and George Blood, partners doing business under the firm and style of A. P. Morse & Co., were defendants; and by a memorandum annexed to the said writ, it is directed, that the said writ of supersedeas is not to be effectual until the petitioner, the said Horatio N. Twombly, shall enter into bond, with sufficient security, in the clerk's office of the said Circuit Court in the penalty of three hundred dollars, conditioned as the law directs, and a certificate of the execution thereof, together with the name of the security, shall be endorsed on the said writ of supersedeas by the clerk of the said Court:— Now, Therefore, I, Thomas P. Crowell, of the City of Norfolk, in the State of Virginia, have made, constituted and appointed, and by these presents do make, constitute and appoint Peter B. Prentiss, of the said county of Hansemond, my true and lawful attorney, for me and in my name, as the security of the said Horatio N. Twombly, to execute the said bond, hereby ratifying and confirming whatsoever my said attorney may lawfully do or cause to be done in the premises. Witness my hand and seal this 1st day of December, A.D. 1870.



Thomas P. Crowell

Corporation of the City of Norfolk, to wit: I, Charles B. Duffield, a notary public for the corporation aforesaid, in the State of Virginia, do certify, that Thomas P. Crowell, whose name is signed to the writing above, bearing date on the 6th day of December, A.D. 1870, has acknowledged the same before ^{me} in my corporation aforesaid. Given under my hand this 6th day of December, A.D. 1870.

Charles B. Duffield
Notary Public

Corporation of the City of Norfolk, to wit: - I, Charles B. Duffield, a notary public for the corporation aforesaid, in the State of Virginia, do certify, that Thomas P. Crowell, whose name is signed to the writing above, bearing date on the 6th day of December, A.D. 1870, has made oath before me, in corporation aforesaid, that after the payment of all his debts and all the debts for which he is responsible for others and which he expects to be obliged to pay, he is worth more than three hundred dollars. Given under my hand this 6th day of December, A.D. 1870.

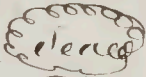
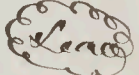
Charles B. Duffield
Notary Public

Know All Men by these Presents, that we Horatio N. Twombly and Thomas P. Crowell
are held and firmly bound unto The Commonwealth of Virginia
in the just and full sum of Three Hundred Dollars
to which payment well and truly to be made to the said
Commonwealth, we bind ourselves, our and each of our
heirs, Executors and Administrators, jointly and severally,
firmly by these presents. Sealed with our seals and dated
this 7th day of December, AD. 1870.

The Condition of the Above obligation is such, that Whereas
the Clerk of the Supreme Court of Appeals
has issued a writ of Supersedeas in the Name of the Common-
wealth of Virginia, to the Sheriff of Hansemond County
directed, commanding the said Sheriff, that from all further
proceedings on a certain final Verdict of the Circuit Court of
Hansemond County, rendered on the 12th day of October 1870,
in a suit in Chancery, wherein Reuben A. Hill, was
Plaintiff, and Nathaniel Hasty and Elizabeth P. his wife
Horatio N. Twombly, Charles E. Hill and Elizabeth
A. Hill, his wife; Benjamin Riddick, and A. P.
Morse and George Blood, partners, doing business
under the firm and style of A. P. Morse & Co. were
Defendants, he altogether supersede, but on the said
writ, the said Clerk of said Court of Appeals,
has endorsed, that it is not to be effectual until
the petitioner or some responsible person for him, shall
enter into bond with sufficient security in the Clerk's
Office of the said Circuit Court in the penalty of
Three Hundred Dollars, and a certificate of

The execution thereof, together with the name of the security
endorsed thereon, by the Clerk of said Circuit Court:

Now, if the said ^{Horatio W. Jewell} ~~James A. Hall~~, his Executors or
administrators, shall prosecute the said writ with
effect or shall well and truly pay the amount of the
Decree aforesaid of the said Circuit Court, and all
such costs and damages as shall be awarded, in case
the said Decree shall be affirmed, then the above
obligation is to be void, otherwise it is to remain in
full force.

Horatio W. Jewell, by 
Peter B. Prentiss, his atty: in fact
Thos. P. Crowell, by 
Peter B. Prentiss, his atty: in fact

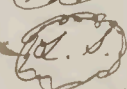
Horatio N. Twombly Secy

To { Supersedeas Bond
Commonwealth

1870
Recd: 7th: Executed filed
C.R.



Know all men by these presents that we, Charles Sharp, and Charles B. Duffield, of the City of Norfolk, in the State of Virginia, have made, constituted and appointed, and by these presents, do make, constitute and appoint Peter B. Prentiss, of the County of Nansemond, in the said State, our true and lawful attorney, for us and in our names, respectively, to execute the bond required by a writ of supersedeas awarded by the Supreme Court of Appeals, of the State aforesaid, sitting in Richmond, on the petition of Reuben A. Hill, Charles E. Hill and Elizabeth A. Hill, to two decrees pronounced by the Circuit Court of the County of Nansemond, the first on the twelfth day of October, A.D. eighteen hundred and seventy, and the second on the thirteenth day of April, A.D. eighteen hundred and seventy one, in a suit in which Reuben A. Hill was plaintiff, and Nathaniel Hasty and Elizabeth P., his wife, Horatio N. Twombly, Charles E. Hill and Elizabeth A. Hill, his wife, Benjamin Riddick, and A. P. Morse and George Blood, partners doing business under the firm and style of A. P. Morse & Co. were defendants — the penalty of the said bond being Three Hundred Dollars — hereby ratifying and confirming whatsoever our said attorney may lawfully do in the premises. Witness the following signatures and seals this 13th day of January, A.D. eighteen hundred and seventy two.

Charles Sharp 
Charles B. Duffield 

Corporation of the City of Norfolk, to wit: — I John C. Baker — a notary public for the corporation aforesaid,

in the state of Virginia, do certify that Charles Sharp and Charles B. Duffield, whose names are signed to the writing above, bearing date on the 13th day of January, A.D. eighteen hundred and seventy two, have acknowledged the same before me in my corporation aforesaid. Given under my hand this 15th day of January, A.D. eighteen hundred and seventy two.

John C. Baker
Notary Public

Corporation of the City of Norfolk, to wit:— I John C. Baker, a notary public for the corporation aforesaid, in the state of Virginia, do certify that Charles Sharp and Charles B. Duffield, whose names are signed to the writing above, bearing date on the 13th day of January, A.D. eighteen hundred and seventy two, have this day respectively made oath before me in my corporation aforesaid, that after the payment of all their debts and of the debts for which they are responsible for others and which they expect to be obliged to pay, they are together worth more than Three Hundred Dollars. Given under my hand this 15th day of January, A.D. eighteen hundred and seventy two.

John C. Baker
Notary Public

Kapell

Jan^y 19. 1869

Peter B. Prentiss, esq

Dear Sir

Mr Hill ^{will} hand

you tomorrow a Bill in^d Chancery
with an Injunction, in the
case of Hill v. Hasty & others.

As you do not know the
Sureties in the Injunction bond,
or in the Receiver's bond, I
will now state to you, as of my
own knowledge, that the
Sureties are strong.

1. Joseph Baker is a man
of considerable real and
personal estate — one of the
wealthy firm of B & J. Baker
& Co. Albany has small means.

2. Wm. B. Daff, our Sheriff,
made oath before me that
he, alone, was worth more
than \$12000. He

displays ~~in~~ a poor deal
of real property.

Wm. R. Jones is a
rich man, worth over \$50.000;
considerably, I think.

There is no doubt that
he is a man of large
property; owns a fine estate
residence (Old Exchange
Bank) worth \$20.000;
owns little or no money.

Yours truly
Charles Sharf



Know all men by these presents,
That we Joseph Baker, and Holden
Almy ————— of the City of
Norfolk in the State of Virginia, have
made, constituted, and appointed, and
do hereby make, constitute, and appoint
John S. Eldredge of the City of
Norfolk, in the State aforesaid,
our true and lawful attorney, for us
and in our names, and as Sureties
for Reuben A. Hill, to execute the
Injunction bond which the said
Reuben A. Hill was required to give
before the Clerk of the Circuit Court
of the said County of Hanover, in
the penalty of One thousand
dollars, by an order this day made
by E. P. Pitts, Judge of the Circuit
Courts of the Fifth Circuit of Virginia,
upon a Bill in Chancery presented to
him by the said Reuben A. Hill,
plaintiff, against Nathaniel Nasty
and Elizabeth P., his wife; Horatio
N. Twombly; Charles E. Hill and
Elizabeth H. Hill, his wife; Benjamin
Riddick; and A. P. Morse and
George Blood, partners doing business
under the firm and style of A. P.
Morse & Co., defendants, which

said order is directed to the aforesaid
Clerk of the Circuit Court of the
County of Hanseman; and
with Condition as therein stated;

Hereby Ratifying and Confirming
Whatever our said Attorney, by
virtue hereof, may lawfully do in
the premises.

Witness our hands and seals,
this 19th day of January A.D.
1869.

Jos. Baker 
Holder Almy 

Corporation of the City of Wash, D.C.:
I, Charles Sharp, a
Notary Public for the Corporation
aforesaid, in the State of Virginia,
do Certify that Joseph Baker and
Holder Almy, whose names are signed
to the Writing above, bearing date on the
19th day of January A.D. 1869, have
acknowledged the same before me
in my Corporation aforesaid; and I
do further Certify that they, the said
Joseph Baker and Holder Almy, have this
day made oath before me that, after
the payment of all their debts, and of the debts due

others for which they are responsible,
and which they expect to pay. They
are together worth more than the
sum of One thousand dollars.

Given under my hand,
this 19th day of January A.D. 1859
Charles Sharp
Mayor

Joseph Baker & al:

In { Pow: atto:

John S. Eldredge

1869
Jan. 22^d: Filed.

clk:

1869. Jan. 22^d. Filed.
clk:

Know all men by These Presents: That we Reuben A. Hill, Joseph Baker and Holder Almy, are held and firmly bound unto Nathaniel Hasty, and Elizabeth P. his wife, Horatio N. Twombly, Charles E. Hill and Elizabeth A. Hill his wife, Benjamin Riddick and A. P. Morse and George Blood, partners, doing business under the firm and style of A. P. Morse & Co. in the sum of One Thousand Dollars, to the payment whereof well and truly to be made to them, we bind ourselves and each of us, our and each of our heirs, Executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 22nd day of January, One Thousand eight-Hundred and Sixty-nine.

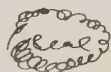
The Condition of the above obligation is such, that whereas the said Reuben A. Hill on his Bill in Chancery against the said Nathaniel Hasty and Elizabeth P. his wife, Horatio N. Twombly, Charles E. Hill and Elizabeth A. Hill, his wife Benjamin Riddick and A. P. Morse and George Blood, partners doing business under the firm and style of A. P. Morse & Co: addressed to the Honorable Richard H. Baker Judge of the Circuit Court of the County of Hansemanor. has obtained from the Honorable E. P. Pitts, Judge of the Fifth Circuit of Virginia an injunction, to enjoin and restrain the said Nathaniel Hasty, his agents, servants and balovers and all other persons from removing the property embraced in the Deed marked "A" in the said bill mentioned

from the lot described in said Deed and from the State of Virginia and from selling or otherwise disposing of the same or any part thereof in any manner whatsoever.

And whereas it is provided by the order of the said Judge amending the said Injunction, that the Plaintiff shall not have the benefit thereof, until he or some one for him shall give bond with sufficient surety before the Clerk of the said Court, in the penalty of One Thousand Dollars, payable to the said Defendants, and conditioned to pay all such costs as may be awarded against the said Plaintiff and all such damages as shall be incurred in case the said injunction be dissolved:

Now therefore, if the said Reuben A. Hill shall pay all such costs as may be awarded against him, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void or else to remain in full force and virtue

R. A. Hill



John S. Eldredge Atty for Jos. Baker



John S. Eldredge Atty for Holder Army



A Copy,

Wesley

Peter B. Prentiss. Clerk

Reuben A. Hill ^{xms}

To { Copy Inj^{tt}: Bond
Nathaniel Hasty Sal.

1869
Jan: 22nd: Executed ^{Filed}
CH:

Wm. Allen
can of
N. Hasty
1869

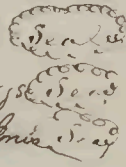
Know all men by these Presents that we, Thomas P. Crowell, William B. Leggs and William R. Jones, are held and firmly bound unto The Commonwealth of Virginia in the sum of Twelve Thousand Dollars: to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these Presents.

Sealed with our seals and dated this 22nd day of January, A.D. 1869.
The Condition of the above obligation is such, that whereas the above bound, Thomas P. Crowell, who was under and by virtue of an order of the Honorable E. P. Petts, Judge of the Circuit Courts of the Fifth Circuit of Virginia, made on the 19th day of January 1869, ~~in said Cause~~, upon a Bill in Chancery, presented to him wherein, Reuben A. Hill, is Plaintiff and Nathaniel Stash and Elizabeth P. his wife, Horatio W. Voombley, Charles E. Hill, and Elizabeth A. Hill, his wife; Benjamin Riddick, and A. P. Morse and George Blood, Partners, doing business under the firm and style of A. P. Morse & Co. are Defendants, appointed Receiver, which said order is directed to the Clerk of the Circuit Court of Hanover County: Now if the said Thomas P. Crowell, shall faithfully discharge the duties of his office or trust, as Receiver aforesaid, under that and any future order in said Cause, then the above obligation to be void or else to remain in full force and virtue.

Executed & acknowledged before me
in my Office, this 22nd day of January
1869.

Peter B. Prentiss, Clerk

Thomas P. Crowell
John S. Eldredge Atty for W. B. Leggs
John S. Eldredge Atty for W. R. Jones



Thomas P. Crowell

To S Receiver Bond

Commonwealth Th.

1869
July 22nd: Entered Files
atk

Know all men by These Presents, That We Reuben A. Hill, Joseph Baker and Holder Almy, are held and firmly bound unto Nathaniel Hasty, and Elizabeth P. his wife, Horatio N. Jewell, Charles E. Hill, and Elizabeth A. Hill, his wife, Benjamin Riddick, and A. P. Morse and George Blood, partners, doing business under the firm and style of A. P. Morse & Co, in the sum of One thousand Dollars, to the payment whereof well and truly to be made to them, we bind our selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 22nd day of January, One thousand eight hundred and sixty-nine.

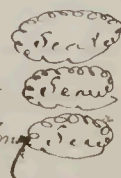
The condition of the above obligation is such, that whereas the said Reuben A. Hill on his Bill in Chancery against the said Nathaniel Hasty, and Elizabeth P. his wife, Horatio N. Jewell, Charles E. Hill and Elizabeth A. Hill, his wife, Benjamin Riddick, and A. P. Morse and George Blood, partners, doing business under the firm and style of A. P. Morse & Co. addressed to the Honorable Richard H. Baker Judge of the Circuit Court of the County of Hanover, has obtained from the Honorable E. P. Ellis, Judge of the Fifth Circuit of Virginia, an injunction, to enjoin and restrain the said Nathaniel Hasty, his agents, servants and laborers and all other persons from removing the property embraced in the deed marked "A" in the said bill mentioned, from the lot described in said deed and from the State of Virginia and from selling or otherwise disposing of the same or any part thereof in any manner whatsoever:

And whereas it is provided by the order of the said Judge awarding the said Injunction, that the Plaintiff shall not have the benefit thereof, until he or some one for him shall give bond with sufficient surety before the Clerk of the said Court, in the penalty of One thousand Dollars, payable to the said Defendants, and conditioned to pay all such costs ~~and damages~~ as may be awarded against the said Plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved:

Now therefore, if the said Reuben A. Hill shall pay all such costs as may be awarded against him, and all such damages as shall be incurred, in case the said injunction be dissolved, then this obligation to be void or else to remain in full force and virtue.

Executed and acknowledged
before me, in the Clerk's Office,
the day & date above.
Peter B. Prentiss, Clerk.

R. A. Hill.
John S. Eldredge, for Joseph Baker
John S. Eldredge, for Holder Almy



Reuben A. Hill

To { Injⁿ: Bond

Nathaniel Hardy Adm.

1869
July: 22nd: Executed H. L. H.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY. GREETING :

YOU ARE HEREBY COMMANDED TO SUMMON *Nathaniel Hask and Elizabeth P. his wife. Horatio N. Twombly. Charles E. Hill and Elizabeth A. Hill his wife; Benjamin Roddick; and A. P. Morse and George Blood, partners, doing business under the firm and style of A. P. Morse & Co*

to appear at the Clerk's office of our *Circuit* Court for the County of Nansemond, on the first Monday in *February* next, 18*69*, being rule day, to answer a bill in chancery, exhibited against *them* by *Reuben A. Hill,*

and unless *they* shall answer the said bill by the next rule day thereafter, the Court will take said bill for confessed, and decree accordingly. And have then and there this writ. Witness, PETER B. PRENTIS, Clerk of our said Court at his office, this *22nd* day of *January* 18*69*, and in the *93rd* year of the Commonwealth.
Peter B. Prentis. Clerk,

For The Sheriff will, in his return, note the day on which this process is executed on each defendant.

Memo:

The objects of this suit, are to enjoin and restrain the defendant Nathaniel Hasty, his agents, servants, and laborers, and all other persons, from removing the property embraced in the Deed of Trust executed by the said Nathaniel Hasty and Reuben A. Hill on the 29th day of October 1867, to Horatio N. Twombly Trustee for Elizabeth A. Hill, from the lot mentioned in said Deed of Trust and from the State of Virginia, and from selling or otherwise disposing of the same or any part thereof, in any manner whatsoever.

Teste. Peter B. Prentiss, Clerk

S. D. Humph. 1-7

Reuben A. Hill

to { sum in ch: 12

Nathaniel Hasty & al.

To Feby: Rules 1869

No: 13. No: 1. page 43.

Copy: Co:

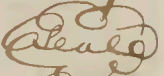
Executed Jan: 22nd 1869. and a true copy of this Process and the endorsements hereon, delivered to Nathaniel Hasty, Elizabeth P. Hasty, and Benjamin Riddick, each. Horatio N. Twombly, Charles E. Hill, Elizabeth A. Hill, A. P. Morse and George Blood, are now-residents of the state of Virginia.

Parker Medtrall. Dy:
for Wm. Ely. Shff:



Know all men by these presents that we, William B. Deggs, and William R. Jones of the City of Norfolk, in the State of Virginia, do hereby make, constitute and appoint John S. Eldredge of the City of Norfolk in the State of Virginia, our true and lawful Attorney, for us and in our names, and as sureties for Thomas P. Crowell, to execute the bond, which the said Thomas P. Crowell was required to give, as Receiver, before the Clerk of the Circuit Court of the aforesaid County of Nansemond, in the penalty of Twelve Thousand Dollars, under and by virtue of our order this day made by E. P. Petts, Judge of the Circuit Courts of the Fifth Circuit of Virginia upon a bill in Chancery presented to him by Reuben A. Hill, plaintiff, against Nathaniel Hasty and Elizabeth P., his wife; Horatio N. Twombly, Charles E. Hill and Elizabeth A. Hill, his wife; Benjamin Piddick; and A. P. Morse and George Blood, partners doing business under the firm and style of A. P. Morse & Co., defendants, which said order is directed to the aforesaid Clerk of the Circuit Court of the aforesaid County of Nansemond; the condition of the said bond to be as in the said order is stated and prescribed. Hereby ratifying and confirming whatever our said

Attorney may lawfully do in the premises
by virtue hereof. Witness our hands
and Seals this 19th. day of January
A.D. 1869.

W. B. Deggs, 

W. R. Jones 

Corporation of the City of Norfolk, to wit:
I, Charles Sharp, a notary public for the Corporation afore-
said, in the State of Virginia, do certify that William
B. Deggs, and William R. Jones whose names
are signed to the writing above, bearing date on the 19th.
day of January A.D. 1869, have acknowledged the
same before me in my Corporation aforesaid; and
I do further certify that they, the said William B.
Deggs and William R. Jones have this day
made oath before me that, after the payment
of all their debts, and of the debts due by others
for which they are responsible and which they ex-
pect to pay, they are together worth more than
twelve thousand dollars. Given under my
hand this 19th. day of January A.D. 1869—

Charles Sharp

Notary Public

10m: B. Deegs & al:

Jo } Pow: Atto:

John S. Eldridge.

1869
July: 22nd Filed.

ck:

1869. July: 22nd Filed. ck:

1869 July: 22nd Filed. ck:

Supreme Court of Appeals,

CLERK'S OFFICE,

Richmond, Va., June 5th 1875

Mr Re Kelby Esq
Dear Sir

I am just in receipt
of your favor of the 4th enclosing
an order for \$6.21. the amt of
my fees in "Houbly v. Hasty" &
"Hill v. Hasty" for which and
your promptness I thank you
I enclose now the copies of the
decrees as desired, and have
marked the fees paid. If you
wish the bills I will send them

Yrs very truly
Geo L. Christian

Woe Shook

191 362
164 90
262

~~158~~
158

173

141

109

81

21

120

183

235

110

347

~~2495~~

482

~~2747~~

2747

1373

480

4807

No Shook

+ 142

6700

8625

R. D. S.

5000

4060

5294

15136

32

2087

30418

256

11256

25

Handy

15 pm

12912

376 ps

~~1304~~

284

1594

1211

576

1882

1882

Reuben A. Hill

Plaintiff.

vs { Chy: suit pending in the Cir: Co: of Hanover County.
Nathaniel Husby and Elizabeth P. his wife &c. Defendants

This day, Reuben A. Hill, the above named Plaintiff, being sworn, says, that, Horatio N. Jernigh, Charles E. Hill and Elizabeth A. Hill, his wife, A. P. Morse and George Blood, five of the Defendants, in the above Chancery suit, are non-residents of Virginia.

1869. Feby: 1st:

Sworn to before me,

in my Office

Peter B. Pentis. Clerk

(signed)

R. A. Hill.

Reuben A. Hill

²⁵ { Affidavit, as to non-resident depts.

Nathaniel Hasty & wife del.

July: 1st. 1869. Mat. & free
cl. K.

The within named petitioner, H. N. F.
~~was~~ has this 4th day of Dec. 1850
entered into bond, with sufficient
security, before me in the Clerk's
Office of the Circuit Court of
Randolph County, in the
penalty of ^{and} Three Hundred
dollars, conditioned as
the law direct

VIRGINIA.—AT RULES HELD IN THE
Clerk's Office of the Circuit Court of Nanse-
mond County on Monday the first day of
February 1869.

Reuben A. Hill,

Plaintiff,

IN CHANCERY.

Against,

Nathaniel Hasty and Elizabeth P. his wife, Ho-
ratio N. Twombly, Charles E. Hill and
Elizabeth A. Hill his wife, Benjamin Riddick;
and A. P. Morse and George Blood partners,
doing business under the firm and style, of
A. P. Morse & Co.

Defendants.

The objects of this suit, are to enjoin and re-
strain the Defendant Nathaniel Hasty, his agents
servants and laborers, and all other persons, from
removing the property embraced in the Deed of
Trust, executed by the said Nathaniel Hasty and
Reuben A. Hill on the 29th day of October 1867,
to Horatio N. Twombly, Trustee for Elizabeth A.
Hill, from the Lot mentioned in said Deed of
Trust and from the State of Virginia, and from
selling or otherwise disposing of the same or any
part thereof, in any manner whatsoever: To
make sale of the property embraced in said Deed,
and to subject the proceeds thereof to the pay-
ment of the debts mentioned therein; and the
Defendants Horatio N. Twombly, Charles E.
Hill, Elizabeth A. Hill, A. P. Morse and George
Blood, are hereby required to appear in the said
Clerk's office within one month after due publica-
tion hereof, and do what may be necessary to
protect their interests.

A Copy—Teste:

PETER R. PRENTIS.
Clerk.

fe5-4t

Price adv. - \$9.50

Suffolk, Va. March 1st 1869
I do hereby certify that
The annexed notice has
been published in the
"Christian Sun" once a
week for four suc-
cessive weeks, and that
The price charged is
according to our reg-
ular advertising rates.
Given under my hand
this 1st day of March
1869

W. B. Wellons,
Editor & Proprietor

Reuben A. Hill

25th { Certif: of Pub:

Nathaniel Hasty Sup: Sec:

1849. March 1st. Filed.
clerk:

Reuben A. Hill,

Plaintiff,

against

Nathaniel Hasty, and wife and others,

Defendants.

This cause came on this day to be re-heard on the papers formerly read, and the petition of the defendants, Charles E. Hill and Elizabeth A. Hill, his wife, filed on another day of the present term of this court, and the exhibits filed with the said petition and answer, and was argued by counsel: On consideration whereof the court, being of the opinion, that no injustice was done by the decree made in this cause on the 12th day of October, A.D. 1870, and that the same ought not to be set aside, doth adjudge, order and decree, that the said decree be not set aside, but remain unchanged.

Capt. Tenn 1871
to be entered ✓

Geo. H. H. H.

In the Circuit Court of the County of Nausemond.

In Chancery.

Reuben A. Hill,

Plaintiff.

against

Nathaniel Hasty and Elizabeth P., his wife,

Horatio S. Twombly, Charles E. Hill and

Elizabeth A. Hill, his wife, Benjamin Rid-

dick, and A. P. Morse and George Blood, partners

doing business under the firm and style of

A. P. Morse & Co.

Defendants.

To the Honorable George Blow, J^r, Judge of the said Cir-
cuit Court of the County of Nausemond.

Your petitioners, Charles E. Hill and Elizabeth A.
Hill, his wife, two of the above named defendants, res-
pectfully represent as follows:

1. The above named cause was instituted on the
day of January, A.D. 1869, in this court; and the same was so
proceeded in, that on the day of A.D. 1870, this
Honorable Court made the following decree therein, to wit:
"This cause came on this day to be again heard on the papers formerly read, and the
Report of Mr. P. Brownell, Receiver, marked 'X' this day filed, and was argued by counsel.
On consideration whereof, the Court doth adjudge, order and decree that the
First National Bank of Norfolk pay to the defendants A. P. Morse & Co. or their
order, the sum of Five Thousand Five Hundred and thirteen Dollars and thirty
cents, amount of George W. Guice's note, referred to in Receiver Brown-
ell's report and the interest which had accrued thereon, together with any
additional interest which has accrued thereon since the same was de-
posited in said Bank; and it is further adjudged, ordered and decreed by
the said Court that the defendants, A. P. Morse & Co. recover of the plaintiff,

ber, A.D. 1869, a writ of fieri facias was issued upon the said judgment, and returned as follows: "I can find nothing to satisfy the within execution or any part thereof. Wm. Eley, D. S. ". Afterwards, to wit, on the 3d day of August, A.D. 1870, another writ of fieri facias was issued upon the said judgment returnable to the first Monday in October, A.D. 1870, and upon the said last mentioned, _____ the sheriff of the said county of Vansemond, to whom the same was directed, by Wm. P. Mitchell, his deputy, made the following return thereon: "I can find nothing to satisfy the within execution or any part thereof. Wm. P. Mitchell, D. S. " — all which will the more fully appear by reference to the record of the suit, in which the said judgment was rendered, and of the said executions issued thereon, a duly authenticated copy whereof, your petitioners herewith file marked "H", as a part of this their petition.

5. The said judgment was obtained upon the bond for \$5,500, mentioned in the plaintiff's bill in this cause.

Your petitioners, therefore, pray that this case may be reheard, and that they may appear and answer, and have the injustice aforesaid in the proceedings in this case corrected.

And your petitioners, as in duty bound, will ever pray, &c.

Charles C. Hill, and
Elizabeth A. Hill, his
wife, by
S. D. D. Sharp, their attorneys.

Reuben A. Hill

v.

Nathaniel Hasty Insp. Gen.

Petition of Chas. C. Hill
and Elizabeth A., his wife,
for a rehearing.

1871. Apl. 12th J. S. J.
clerk

Nathan S. Hill

Plaintiff

against

Nathaniel Hasty and Elizabeth P. his
wife, Horatio N. Twombly, Charles E. Hill
and Elizabeth A. Hill, his wife, Benja-
min Riddick, and S. P. Morse and
George Blood, practicers doing business
under the firm and style of S. P.

Morse & Co.

Defendants.

On the motion of the defendants, Charles E. Hill and
Elizabeth A. Hill, his wife, who were not served with
process and did not appear in this case before the date
of the decree made in this case on the 12th day of
October, A.D. 1870, and have not appeared at any
time since till this day, ^{the plaintiff admitting that he had had due notice of this motion,} leave is given them to
file a petition to have this case reheard, and to an-
swer the plaintiff's bill; and, thereupon, they filed
their said petition and answer. ~~Then this cause came~~
~~on this day to be re-heard on the papers formerly read~~
~~and the exhibits filed therewith,~~
~~and the said petition and answer, and was argued by~~
~~counsel. On consideration whereof the Court doth ad-~~
~~judge, order and decree that the First National Bank of~~
~~New York pay to the defendants, S. P. Morse & Co. the sum of~~
~~\$15,000.00 (amount of the bill) and not referred to in the~~
~~Bank's Report and the interest which had accrued thereon) together with any addi-~~
~~tional interest which has accrued thereon since the said time was reported in said~~
~~and~~

Rough Secum
Apr. Secum 1878

to be secured ✓

Geo. B. Wood

Hill v. Hartly Sal.

This cause came on this day to be again heard on the papers formerly read ~~from the record of the Proceedings~~ ~~as was in the case of Charles E. Hill & Elizabeth his wife against Nathaniel Hartly & Reuben A. Hill~~ ~~as was in the case~~ ~~and marked "Z"~~, and on ^{the} Report of Mr. P. Cornell, Receiver marked "X" this day filed, and was argued by Counsel on Consideration whereof the Court, doth adjudge, order and decree that the First National Bank of New York pay to the defendants A. P. Morehead on their order the sum of \$513.30 (amount of George W. Hill's note referred to in Receiver Cornell's Report and the Interest which had accrued thereon), together with any additional Interest which has accrued thereon since the same was deposited in said Bank, and it is further ~~ordered that~~ ~~adjudged, ordered & decreed by~~ the Court that the defendants A. P. Morehead recover of the plaintiff Reuben A. Hill, their costs by them expended in defending this suit, and on the motion of the plaintiff by his attorney — ~~and~~ it is ordered that the execution of this decree be suspended for

Wice &
m.

Harty &

1870

Act. Court. Dece

To be entered.

Geo. Blow. Jr.

early days, to secure the plaintiff
to capture from this decree, should be
service to. do so.

Wm n Harty Jr

Witness H. A. D. Morse

Not by John R Kelly their atty
leave is given them to retake the
deposition of Benj Redd or any
other of the witnesses heretofore examined
at any time in four months from this day
of giving proper notice thereof

True

v

Warty L

1869

Oct 21

order

To be entered

E. P. Pitts

Charles E. Hill and Elizabeth
a Hill, his wife

against:

Nathaniel Hasty and Reuben
a Hill

Pleas. at the Court
House, in the Town
of Suffolk, before the
Circuit Court of Nan-
semond County, on
Thursday the Four-
teenth day of October-
in the year One thou-
sand Eight hundred
and Sixty-Nine.

Summons

Be it remembered, that heretofore, to wit on the
27th day of February, in the year aforesaid, came Charles
E. Hill and Elizabeth A. Hill, his wife, by their Attor-
neys, and sued out of the Office of the said Circuit
Court, a Summons against Nathaniel Hasty and
Reuben A. Hill, which summons, with the endorsement
and return thereon made, is in the words and figures,
following: "The Commonwealth of Virginia. To the
Sheriff of Nansemond County, Greeting: You are hereby
Commanded to summon Nathaniel Hasty and Reuben
A. Hill, if they be found within your bailiwick, to appear
at the Clerk's Office, of our Circuit Court, for our said
County of Nansemond, at the Rules, to be holden for the
said Court, on the first Monday in March next, to an-
swer Charles E. Hill, and Elizabeth A. Hill his wife
of a plea of Debt for \$5500. 00 — Damage \$5500. 00
and have then and there this writ. Witness Peter B. Pentis
Clerk of our said Court, at his Office, this 27th day of Feb-
ruary 1869 and in the 93rd year of our Foundation.

Peter B. Prentiss, Clerk."

Endorsement

Endorsement "Debt" S. D. & Sharpe, D. C.

Return

Return " On the 27th day of Feby: 1869. I execute this process, on Reuben A. Hill and delivered him a true Copy hereof; and on the 1st day of March 1869, I delivered to Elizabeth P. Hasty, the wife of the within named Nathaniel Hasty, a true Copy hereof, and gave her information of its purport: the said Nathaniel Hasty, not being found at his usual place of abode. Parker Mitchell Dy. Shff."

Declaration filed

And at an other day to wit: at Rules held in the Clerk's office of the said Circuit Court, on the 1st day of March 1869. came the Plaintiffs by their Attorney S, and filed their Declaration, against the Defendants, which Declaration, is in these words. "In the Circuit Court of the County of Nassau on S: Nassau and County, To Wit: Charles E. Hill and Elizabeth A. Hill, his wife (the Plaintiffs in this suit) complain of Nathaniel Hasty and Reuben A. Hill (the defendants in this suit) who have been summoned to answer the plaintiffs in an action of debt, and the plaintiffs demand of the defendants, the sum of \$5500.00 which they owe to and unjustly detain from the Plaintiffs: For that whereas the defendants; heretofore, to wit: on the 29th day of October in the year 1867, by their certain writing obligatory sealed with their seals, the date whereof, is the day and year aforesaid acknowledged themselves to be held and firmly bound unto the said Elizabeth A. Hill, then the wife of the said Charles E. Hill, in the sum of \$5500.00

being the sum above demanded. to be paid to the said Elizabeth A Hill, on the first day of January, in the year eighteen hundred and sixty nine, (which period has elapsed before the Commencement of this suit) whereby an action hath accrued to the said Charles E. Hill and Elizabeth A Hill, his wife, to have and demand of the defendants, the said sum above demanded. Yet the said defendants, (although often requested so to do) have not paid the said sum of \$5500:00 above demanded or any part thereof to the said plaintiffs, or either of them, but have hitherto wholly neglected and refused and still neglect and refuse so to do. To the plaintiffs damage of \$5500:00 and thereupon they bring suit the S. D. Sharp pg. 11 whereupon the Defendants, being summoned and not appearing, on the motion of the Plaintiffs by their Attorneys, it was ordered, that judgment be entered for the plaintiffs against the defendants, for the debt and interest in the Declaration mentioned unless the said Defendants, should appear and plead to issue, at the then next Rules: At which day to wit: at Rules held in the Office of the said Circuit Court on the 3rd day of May 1869 the Defendants still failing to appear, on the motion of the Plaintiffs by their attorneys, it was ordered that the last order made against them in this cause be confirmed.

Common Order

Common Order

Confirmed

And now at this day: to wit: at a Circuit Court, held for Nausumans County at the Court House aforesaid, on the same day and year first herein mentioned, to wit: on Thursday, the Fourteenth day

Judgment

of October 1869. "The judgment obtained at the Rules, not having been set aside ~~and~~ the Plaintiffs, being now entitled to a final judgment, it is therefore considered that the Plaintiffs, recover against the Defendants, Five thousand five hundred dollars, the debt in the declaration mentioned, with legal interest thereon from the 29th day of October 1867. The said Plaintiffs to pay ~~and~~ their Costs by them about their suit in this behalf expended. ~~and~~ the said defendants, in mercy &c."

The following is a Copy of the bond, ^{together with the endorsement thereon} upon which, this action was founded.

Copy Bond

"\$5,500 On the first day of January, one thousand eight hundred ~~and~~ sixty nine, with the interest payable semi-annually from this day. We whose names are signed hereto do promise to pay unto Elizabeth A. Hill, or order, five thousand five hundred dollars for value received, for the payment of which we bind ourselves, firmly by these presents. As witnesses our hands & seals, this 29th day of October 1867 Nathaniel Hasty ~~Seal~~ Reuben A. Hill ~~Seal~~ Witnesses: John R. Kelly."

"Endorsement. This Bond, not stamped being secured by a Deed of Trust, duly stamped & recorded in Nausmond Co. Va"

The following is a Copy of the first writ of Fieri facias, with the Sheriff's return thereon made, which issues upon the foregoing judgment. "The Com. of the Commonwealth of Virginia, To the Sheriff of Nausmond County, Greeting: We Command you that of the goods ~~and~~ chattels of Nathaniel Hasty ~~and~~

Copy 1st. Fieri facias

Reuben A. Hill, in your bailiwick, you cause to
 be made Five thousand five hundred dollars (\$5500)
 with legal interest thereon from the 29th day of October
 1867, till paid, which Charles E. Hill and Elizabeth A.
 Hill, his wife, lately in our Circuit Court, for the
 County of Hanseman, recovered against them for debt
 also Seven Dollars and fifty cents, which to the said
 Charles E. Hill and wife as aforesaid in the same
 Court, were adjudged for their costs by them about their
 suit in that behalf expended: whereof the said Nath-
 aniel Hasty and Reuben A. Hill, are Convent, as
 appears to us of record; and that you have the same
 at the Clerk's office of our said Circuit Court, for
 the County of Hanseman, on the first Monday, in
 January next, to render unto the said Charles E.
 Hill and wife as aforesaid, of the Debt and
 costs aforesaid. And have them and there this writ.
 Witness E. F. Williamson, Clerk of our said Court, at
 his office, this 22^d day of October in the year of our
 Lord 1869, and in the 94th year of our independence
 E. F. Williamson Clerk

Clerk	\$3.50
Attorney	3.00
Sheriff	1.00
	<u>\$7.50</u>

Return

Return: "I can find nothing to satisfy the within
 execution or any part thereof: Wm. Eley D. S."

The following is a Copy of the second writ of Fieri
 Facias which issued upon the foregoing judgment,
 with the Sheriff's Return thereon made

Copy 2^d To: Fieri

"The Commonwealth of Virginia. To the Sheriff

of Nausamond County. Yeeting. We Command
 you that of the goods and chattels of Nathaniel
 Hasty and Reuben A. Hill in your bailwick, you
 cause to be made Five thousand five hundred dollars
 (\$5500) with legal interest thereon from the 29th day of
 October 1867. the said which Charles E. Hill and Eliz-
 abeth A. Hill, his wife, lately in our Circuit Court in
 the County of Nausamond, recovered against them for
 debt also Eight Dollars and Eight Cents
 which to the said Charles E. Hill and wife aforesaid
 in the same Court were adjudged for their costs by
 them about their suit in that behalf expended;
 whereof the said Nathaniel Hasty and Reuben
 A. Hill are Coniict, as appears to us of record.
 and that you have the same at the Clerk's Office
 of our said Circuit Court, in the County of Nause-
 mond. on the first Monday in October Next, 1870.
 to render unto the said Charles E. Hill and wife, as
 aforesaid, of the Debt and costs aforesaid, and have
 them and there, this writ: Witness Peter B. Prentiss,
 Clerk of our said Court at his Office, this 3rd day of
 August in the year of our Lord 1870. and in the 95th
 year of our Independence.

Clerk \$4.08
 Attorney \$3.00
 Sheriff \$1.00
 \$8.08

Peter B. Prentiss, Clerk.

Return

Return

"I can find nothing to satisfy the within execution or any part
 thereof."

Wm. P. Mitchell, D.S.

Seale, Peter B. Prentiss, Clerk

^{xnd}
Charles E. Hill and
Elizabeth A. Hill, his wife

to } Copy Record

Nathaniel Hasty and
Reuben A. Hill.

H.

Reuben S. Hill,

Plaintiff,

against

Nathaniel Hasty and Elizabeth P., his wife,
Horatio W. Twombly, Charles E. Hill and
Elizabeth S., his wife, Benjamin Rid-
dick, and A. P. Morse and George Blood,
partners doing business under the firm
and style of A. P. Morse & Co., Defendants.

~~On the motion~~ of the defendant, Horatio W. Twombly,
this day appeared by counsel, and on his motion, leave is
given him to file his answer, and thereupon, the same was
filed accordingly. Then the defendants A. P. Morse and
George Blood, appeared by counsel, and on their motion
leave is given them to file their answer, and thereupon,
they filed their joint and separate answer, to which
the plaintiff filed a general replication. And it ap-
pearing to the court, that the order of publication award-
ed at the Rules in this cause has been duly posted
and published ~~as to the~~ according to law, and more than
one month having elapsed, since the said publication
was completed, on the motion of the plaintiff, by coun-
sel, it is ordered that this case may be heard as to
the defendants, Charles E. Hill and Elizabeth S.
Hill, his wife. And then Thomas P. Brownell, the Receiver
heretofore appointed in this cause made his report, which
is ordered to be filed. And then this cause, which has
been duly matured and set for hearing at the Rules,
and in which the plaintiff's bill is taken for confessed

as to the defendants, Nathaniel Hasty and Elizabeth P., his wife, and Benjamin Riddick, come on to be heard upon the plaintiff's bill and exhibits, the said answers and the ^{said} replication to the answer of Horatio N. Twombly, the exhibits filed with the said answers, and the examinations of witnesses on the part of the said and the said Receiver's Report, to which no exceptions have been filed, defendants, and was argued by counsel: On consideration whereof the court doth adjudge, order and decree that the said Report be confirmed; that Charles Sharp be a special commissioner for the purpose, and do, by deed with special warranty, convey to the said ^{Horatio N.} ~~Nathaniel~~ Twombly, the purchaser, the lot of land in Suffolk, with the buildings and machinery thereon, purchased by him at the sale made by the said Receiver; that the said Receiver, ^{pay} ~~out~~ of the money deposited by him in the First National Bank of Norfolk, to wit, the sum of Two Thousand Nine Hundred and Sixty Eight Dollars and Ninety Cents, with the interest which may have accrued thereon, to the said ~~Nathaniel~~ Horatio N. Twombly, trustee as aforesaid, to be applied by him, first to the payment of the interest, which may have accrued on the debt due by the plaintiff, and the defendant, Nathaniel Hasty, ^{on} ~~to the said defendants~~ bonds in the proceedings mentioned made payable to the defendant, Elizabeth A. Hill, and then as far ^{as} the same will extend, ^{the principal of} to that one of the said bonds, which became payable on the first day of January next.

1869. And it is further ordered that the said Receiver
do receive the ^{money due upon the} notes of the purchasers, Riddick and Pratt,
and of George W. Grice, when the same shall fall due,
and deposite the proceeds of such collection in the said
First National Bank of Norfolk, Virginia, to the
credit of this cause, subject to the future order of this
court, and file amongst the papers of this cause a
certificate of such deposit; but if the said George W.
Grice shall prefer to give his negotiable note, with
~~sufficient~~ endorsers deemed sufficient by the
said Receiver, instead of paying the amount of prin-
cipal and interest which may be due on his said
^{first} note, when the same shall become payable, he
shall be allowed to give such negotiable ^{therefor} note
payable to the said Receiver on the 18th day of
October, A.D. 1869, with interest thereon at the
rate of six per centum per annum from the day
when his said ^{note} first now outstanding shall fall
due. And by consent ^{not settling any of the principles of this cause} of parties, the Court doth re-
serve the farther consideration of this cause and
of all farther directions till the farther order
of this Court, and the farther consideration there-
of is accordingly adjourned; and any of the parties
shall be at liberty to apply as they shall be ad-
vised.

Reuben A. Hill

or

Nathaniel Harty Dep. Gal.

First Degree.

Apr. 19th 69

To be Entered

E. P. Pitts

Apr. Term '69

Entered

VIRGINIA:

In the Supreme Court of Appeals, held at the State
Court-house in the City of Richmond, on Thursday
the 4th day of February 1875.

Noratio N. Swombly

Appellants

against
Nathaniel Hart and Elizabeth P. his wife
Reuben A. Hill, Charles E. Hill, and Eliza-
beth A. Hill his wife, Benjamin Reddick
and A. P. Morse and George Blood partners
doing business under the style and firm of
A. P. Morse & Co

Upon
an ap-
-peal
from a

Appellees

decree pronounced by the Circuit Court of
Hanseman County on the 12th day of October
1870.

This day came again the parties by their counsel
and the Court having maturely considered the
transcript of the record of the decree aforesaid
and the arguments of counsel, is of a opinion,
~~for reasons~~ stated in writing and filed with the
record, that there is no error in the said decree.
Therefore it is decreed and ordered, that the same
be affirmed, and that the appellees recover ag-
ainst the appellants, thirty dollars damages,
and their costs by them about their defence
in this behalf expended.

Which is ordered to be certified to the said Cir-
cuit Court of Hanseman County.

A Copy

Wm. L. Christian & Co

Appellees' costs in
the Court of Appeals

\$60.02

Wambling 2

a } copy done

Hasty 1st

Vancouver

Summly &c.

v

Hasty &c.

This cause in which an appeal
was taken to the Supreme Court of appeals
of Virginia, having been decided by said
Court, and the said decision forwarded
to this Court, the same is now entered as the
judgment of this Court, and is as follows.

(Here insert

no 2

Family h
v

Party h

1895

Line of
order

To be entered.

Geo. B. Lord.

At a Circuit Court held for Nausemond County, The
12th day of October 1870.

Reuben A. Hill. Plaintiff.

against } In Chancery

Nathaniel Hasty and Elizabeth P. his wife;

Horatio W. Twombly, Charles E. Hill

and Elizabeth A. Hill, his wife; Benja-

min Riddick, and A. P. Morse and George

Blood, partners, doing business under the

firm and style of A. P. Morse & Co. Defendants.

This Cause came on this day to be again heard on the
papers formerly read, and on the Report of Thomas P. Crowell,
Receiver, marked "X," this day filed, and was argued by
Counsel; On consideration whereof the Court doth adjudge,
order and decree that the First National Bank of Norfolk,
pay to the defendants, A. P. Morse & Co. or their order, the sum
of Five thousand five hundred and thirteen dollars and thirty
cents, amount of George W. Grice's note, referred to in Re-
ceiver Crowell's Report, and the interest which had accrued
thereon, together with any additional interest which has
accrued thereon since the same was deposited in said Bank.
And it is further adjudged ordered and decreed by the
Court that the defendants, A. P. Morse & Co. recover of the
Plaintiff, Reuben A. Hill, their costs, by them expended
in defending this suit. And on the motion of the Plaintiff,
by his Attorney, it is ordered, that the execution of this Decree
be suspended for sixty days to allow the Plaintiff to appeal
from this decree, should he desire to do so.

A Copy: Teste, Peter B. Prentiss, Clerk.

At a Circuit Court held for Hantsford County, the
13th day of April 1871.

Reuben A. Hill Plaintiff.

against { In Chancery

Nathaniel Hasty and Elizabeth P. his wife,
Horatio N. Twombly, Charles E. Hill
and Elizabeth A. Hill, his wife; Benjamin
Riddick, and A. P. Morse and George Blood,
partners, doing business under the firm
and style of A. P. Morse & Co. Defendants.

This Cause came on this day to be re-heard, on the
papers formerly read, and the petition of the Defendant
Charles E. Hill and Elizabeth A. Hill, his wife, filed
on another day of the present term of this Court, and
the exhibits filed with the said petition and answer
and was argued by Counsel; On Consideration whereof
the Court being of the opinion, that no injustice was done
by the Decree, made in this Cause on the 12th day of October,
AD, 1870, and that the same ought not to be set aside, doth
adjudge, order and decree, that the said Decree, be not set
aside, but remain unchanged.

A Copy:

Teste,

Peter B. Prentiss. Clerk

At a Special Term of the Circuit Court, held for Nausemound
County, the 25th. day of June 1875.

Reuben A. Hill, Charles E. Hill
and Elizabeth A. Hill

Pltfs:

[#]
25

Nathaniel Hasty and Elizabeth P. his
wife; Horatio N. Tivumbly, Benjamin
Riddick; and A. P. Morse and George
Blood, partners, doing business under the
firm and style of A. P. Morse & Co. . . .

Defts:

In Chancery

This Cause in which an Appeal was taken to the
Supreme Court of Appeals of Virginia having been
decided by said Court, and and the said decision
forwarded to this Court, the same is now entered as the
Judgement of this Court, and is as follows:

"Virginia:

In the Supreme Court of Appeals, held at the State Court
House in the City of Richmond on Thursday, the 4th. day of
February 1875:

Reuben A. Hill, Charles E. Hill and Elizabeth
A. Hill

Appellants

Against

Nathaniel Hasty and Elizabeth P.
his wife; Horatio N. Tivumbly, Ben-
jamin Riddick, and A. P. Morse and
George Blood, partners, doing business
under the firm and style of A. P. Morse & Co. Appellees

When an Appeal
from a Decree pro-
nounced by the Circuit
Court of the County of
Nausemound, on the 12th
day of October 1870
and another Decree

pronounced on the 13th. April 1871.

This day came again the parties by their Counsel, and

the Court having maturely considered the transcript of the record of the Decree aforesaid, and the arguments of Counsel, is of opinion, for reasons stated in writing and filed with the record, that there is no error in the said Decree: Therefore it is decreed and ordered that the same be affirmed, and that the Appellants, pay to the Appellees, Thirty dollars damages, and their costs by them, about their defence in this behalf expended. Which is ordered to be certified to the said Circuit Court of Hansbrom County.

A Copy:

Appellees' Costs in

the Court of Appeals

#29.74

Teste,

Geo. L. Christian. C^l

A Copy:

Teste,

Peter B. Prentiss. Clerk

At a Special Term of the Circuit Court held for Nanse-
mond County, the 25th day of June 1875.

Horatio N. Twombly. . . Appellant
against

Nathaniel Hasty and Elizabeth
P. his wife; Reuben A. Hill, Charles
E. Hill, and Elizabeth A. Hill,
his wife; Benjamin Riddick, and
A. P. Morse and George Blood,
partners, doing business under
the style and firm of A. P. Morse & Co. Appellees

This Cause in which an appeal was taken to the Supreme
Court of Appeals of Virginia having been decided by said
Court and the said decision forwarded to this Court, the
same is now entered as the Judgment of this Court and is
as follows:

"Virginia:

In the Supreme Court of Appeals, held at the State Court
House in the City of Richmond, on Thursday, the 4th day of February 1875.

Horatio N. Twombly. . . Appellant.
against

Nathaniel Hasty and Elizabeth
P. his wife; Reuben A. Hill, Charles E.
Hill and Elizabeth A. Hill, his wife,
Benjamin Riddick and A. P. Morse
and George Blood, partners, doing business
under the style and firm of A. P. Morse & Co. Appellees.

Upon an appeal
from a Decree pronounced
by the Circuit Court
of Nansemond
County on the
12th day of
October 1870.

This day came again the parties by their Counsel, and

The Court having maturely considered the transcript of the record of the Decree aforesaid and the arguments of Counsel, is of opinion for reasons stated in writing and filed with the record, that there is no error in the said Decree. Therefore it is decreed and ordered that the same be affirmed, and that the Appellees recover against the Appellants, Thirty dollars, damages, and their costs by them about their defence in this behalf expended. Which is ordered to be certified to the said Circuit Court of Hansmann County..

A Copy.

Appellees' costs in
the Court of Appeals

\$100.02

Teste,

Geo. L. Christian, C. C.

A Copy.

Teste,

Peter B. Prentiss, Clerk

Costs due A. P. Morse & Co

P. B. Prentiss Clerk's fees \$7.41

shff. 50

Depositions 34.58

shff. 50

Depositions 16.64

G. L. Christian, Clk (co. app) 6.21

Attorney's fee (2 cases) 30.00

W. E. Cochran & Co fees) 2.32

P. B. Prentiss Clk fee 3.00

103.15-

Damages in case 60.00
\$163.15-

Hill v. Hasty sal.
and
Mumby v. Dr. "
Copy secured

103.15
60.00
163.15

30.00
60.00
90.00
163.15