

1876-011
Nansemond Co. (Suffolk)

Chancery Causes: William A. Overton vs Admr of E. F. Williamson

Everett H, Ames, Driver, Laycock

CHANCERY SUMMONS.

The Commonwealth of Virginia,

To the SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

John W. Ames administrator

*with the will annexed of E. F. Williamson deceased
unadministered by Martha A. Williamson late
Executrix of said E. F. Williamson deceased*

to appear at the Clerk's Office of the *Grant* Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *October* next, to answer
a Bill in Chancery, exhibited against *them*
in the said Court by

William A. Overton

and have then and there this Summons. Witness, WILLIS E. COHOON, Clerk of our said Court, at
his office, this *21* day of *September* 187*4*, in the *99*
year of the Commonwealth.

Teste: *W. E. Cohoon*

Clerk of the Court.

Executed and copy delivered to J. W. Ames

J. F. Bustamante Stamp

91 C.

as co

Wm. A. Overton

m } Spachy

E. T. Williamson's adv^{ce}

To Octo Rule 1874

PB 69

W. A. Overton

7

Jno. W. Ames personal
representative of E. F. Williamson &

This cause came on this
day & he heard upon the bill and
the answer of Jno. W. Ames per-
sonal representative of E. F.
Williamson deceased, with
several replication thereto, and
was argued by counsel. On con-
sideration whereof the Court
doth adjudge order and decree
that one of the Commissioners
of this Court shall take and report
an account of the transactions of
between the said plaintiff and the said
E. F. Williamson had in the lifetime
of the said E. F. Williamson, alleged
in the plaintiff's bill, ascertaining
and stating their mutual indebted-
ness growing out of said trans-
actions.

Overton

a 3

William ~~Smith~~ for ap

Decem

To the Editor

Feb Term
1873

Geo: B. Low

Entered

Commissioners Office

Suffolk Co

Sept. 30th 1875

To the Honorable George Blow

Judge of the Circuit Court for Mansfield County. In obedience with annexed order your Commissioner has the honor to report as follows:

I. An account of the transactions of W. A. Overton and E. F. Williamson as partners in trade at "Sleepy Hole Store"

Total assets of Williamson and Son after deducting \$521.10, as loss on the invoiced price of goods in store and sold by the Admstr. at 40 per cent discount, and invoiced at \$1302.26	\$	9600	09	C
Capital invested in business and to be deducted from assets		8318	77	
Net profits to be divided between Overton & Williamson	\$	1281	32	
Overtons $\frac{1}{2}$ interest		640	66	
Acct. due by Overton to the concern		615	92	
Bal. due Overton	\$	24	74	
Loss from insolvent Thomas G. Bond \$4.56 John Gray \$2.82 a total \$7.38 of which Overton loses one half,	\$	3	69	
Net balance due Overton	\$	21	05	
Interest on \$21.05 from 5 th Feb. 1874. to 5 th Sept 1875 - 1 year and seven months at 6 per cent. (over.)		2	10	
Total.		23	15	

II An account of the transactions of Overton & Williamson in the tobacco manufacturing business in the town of Suffolk for 1871 & 72. made up from Exhibit "Z" filed by Overton, and laid before the Comsr., the terms of which partnership were the same as those at "Sleepy Hollow Stone"

Gross profits arising from the business as appears from exhibit "Z"

\$	c
\$1423	53

Gross Capital invested by Williamson

826	37
-----	----

Net profits to be divided between Williamson and Overton

\$597	16
-------	----

One half due Overton

\$298	58
-------	----

Interest on above amount from 15th Aug, 1872 To 1st Sept. 1875 3 yrs. and $\frac{1}{2}$ month.

\$53	48
------	----

Total, due Overton. —

\$382	06
-------	----

from the tobacco business —

Your Commissioner begs leave to state that if the last account is not allowed, the amount named in Act. No. I. will be the total amount due Overton, all of which your Comsr. begs leave to submit.

\$352	06
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Attest
Comr.

Commissioner
Dec. 1872

Commissioners
Report. In the
matter of
W. A. Overton
vs.

Williamsons per. app.

Filed 5th Oct. 1875-

Attest
Court. -

Filed Octo: 1st 1875
ck

Wm. H. A. Crocker & Co

To C. C. Williamson Dr

Part of Store house Dock 3	
" and other buildings at Sleepy 3	
" Hole from Aug 1 st 1869 to Aug 1 st 1870	3 300.00
" Interest on same	75.00
Part of Store house Dock and other 3	
" buildings at Sleepy Hole for 1870	3 700.00
" Interest on same	105.00
Part of Store house Dock and other 3	
" buildings at Sleepy Hole for 1871	3 800.00
" Interest on same	120.00
Part of Store house Dock other 3	
" buildings at Sleepy	3 950.00
" Hole for 1872	3 2970.00
" Cash lent at different times 3	
" and interest	3 4354.15
Aug 1 st 1872 Eight chests of goods in	51.17
" my acceptance from Elliot & Hall	149.33
	<u>1810.92</u>
	37780.92

1872

Credit

By amount of accounts 278.73

July 1st Amount Stock of goods 3050.00

" " purchased of them 1500.00

1872 July 1st In consideration of the above account
or sum of 7780.92, Seventy Seven & Eighty Dollars
more or less, we have sold and delivered to
said C. C. Williamson all our stock of Merch-
andise and Store fixtures, now in the Storehouse
at Sleepy Holy Dock, as purchased from our
said C. C. Williamson, and valued at 7500.00
Five thousand and fifty Dollars, which amount
is to be deducted from said above of account
a Credit, Balance under our hand this 1st day
July 1872

C. C. Williamson

H. A. Coulter Esq
To
E. L. H. H. H. H.

Receipt
Received of E. H. Williamson Esq. Five, Eight Drafts
on Messrs Savage and Co. viz One for one hundred
and fifty one dollars and one for three hundred
dollars, to be placed to his credit in our Co. A.
H. A. Oriskany

\$58.9 ³¹/₁₀₀

On demand with interest from date
We promise to pay unto C. F. Williamson
Five thousand eight hundred and thirty three dol-
-lars and fifty cent for value received.
Witness our hands and seals the 21 day
of January 1875.

William, A. Croston Esq.
Deane H. Croston Esq.

June 3rd 1872 Received \$1282.00
Twelve hundred & eighty two dollars
of the within bond

C. D. Williamson

Wm. J. H. H. H.
do do do
C. D. Williamson
\$1282.00
June 1st 1872

Commissioner's
Office. Suffolk Co.
Oct. 2nd/75

Supplemental report.

To The Hon. Judge of the Circuit Court
for the County of Nassau.

Your Commissioner begs leave
to report, that since making up the
foregoing account & report, the defen-
dants in this cause have filed the fol-
lowing:

I A stated account between W. A. Overton
and Brother and E. F. Williamson com-
mencing in July 1869. and continuing with
1st July 1872. from which account it ap-
pears that W. A. Overton as a partner with
Saml. H. Overton his brother owes E. F.
Williamson \$2497.19
with interest from 1st July 1872. till
paid.

II A receipt for two sight drafts on
Savage Jones & Lee & Co. (one) \$151.00
" " " No. (two) \$1200.00
Total \$1351.00

Which amount of \$1351.00 was to
go to Williamsons credit on their
books, which books are not before
your Commissioner and he there-
fore is unable to say that the credit
was made. 3848 19

Amount brok. up

\$3848 19

III

A bond dated the 1st day of
January 1870 & signed by W. A.
Overton and Saml. H. Overton
amounting to (intst from date)

\$3839 51

Total as appears from the
exhibits filed herewith

\$9687 70

allowing Overton amount named
in former report

\$352 06

Bal. due Williamson

\$9335 64

If the amount named in state-
ment No. II is not allowed, and has
been credited in the books, the bal-
ance due Williamson will be
reduced that much.

All of which
is respectfully submitted by
your Commissioner

A. L. Withers

Commiss Fee

\$15.00

Commissioner's Office

Suffolk June 15th 1875

In obedience to an order of the Circuit Ct. herewith filed, granted at the Feb. Term of said Court 1875 directing one of the Commissioners of the Circuit Court to take and report an account of the transactions between W. A. Overton and the said E. F. Williamson had in the life time of the said Williamson alleged in the plaintiffs bill, ascertaining and stating their mutual indebtedness growing out of said transactions, - and the undersigned your Comr. bego leave to report, that he appointed the 15th day of June for settling the account mentioned, that the following witnesses in obedience to summons, appeared William A. Overton, Elsie Everett, Reps Williamson and George S. Rives, but no attorneys appearing for the plaintiffs or defendants and the books of Williamson not being produced by Mrs. W. Ames Admstr &c. the taking of the account was continued to the 19th June (Saturday) ~~for taking the account~~

Saturday June 19th 1875

In pursuance of the continuance
herin before named, the following
appeared as Attorneys for the plffs, and
defts.

Godwin & Leacher for Plff. and
Jno. R. Kelly & Son " Defts. —

Reps Williamson being duly sworn
in the Holy Evangelists of Almighty
God deposes and says as follows,
1st Question by J. F. Leacher attorney for
plaintiff,

Are you the son of E. F. Williamson
deceased & about 7 years age.

Ans. I am the son of E. F. Williamson
decd. and am Twenty years old.
2nd Question. When did your father
die?

Ans. He died on the 28th October 1873. —

3rd Do you know whether your
father was ever connected with
Wm A. Overton in the business of
manufacturing tobacco in the
town of Suffolk?

Ans. I do not know whether my father
was interested or not, I know that
Mr Overton was in the business in
Suffolk.

4th Did you ever hear your father

say anything with relation to his connection with the said Overtun in the tobacco business?

Ans. No. I do not.

5th

Do you know whether your father ever received from the said Overtun any monies from the said business?

Ans. I do not.

6th

Please examine paper (here shown) marked (1) and say whether it is the hand writing of your father (Exhibition of paper (1) being a paper signed W. A. Overtun and addressed to E. H. Osborne, was here objected to by Counsel for defts)

Ans. Yes it is his hand writing,

7th

Do you know E. H. Osborne and his occupation?

Ans.

I do know him, and his occupation he was a tobacconist in Petersburg when I knew him ~~Petersburg~~ in 1869

8th

Do you know whether your father and W. A. Overtun conducted a mercantile business at Sleepy Hole under the firm and style of E. F. Williamson & Son?

Ans.

~~The business was conducted under~~
I do not,

9th

Did your father conduct a business at Sleepy Hole under the firm and style of E. F. Williamson & Son?

Ans.

He did.

10th

What connection did Mr Overton, if any, ^{have} with that business?

Ans.

None that I know, except that he was employed to sell on Commission

11th

Do I understand you to say that Mr Overton was to receive a Commission on Sales, as compensation for services?

Ans.

Yes as far as I know,

12th

Was it your understanding that Mr Overton was, or was not, a partner in said business?

(Question objected to on the ground that there was a written contract, and oral testimony would not be admitted, see Ex. "A" with the Bill)

Ans.

It was my understanding that he was not a partner,

13th

Was there any one interested in the said business as partner with your father, & if so who

Ans.

No one, but myself, and I was the son, in the firm.

- 14th - Did you take any part in the management of the business?
- Ans. Yes sir I did, giving personal attention in the store, &c.
- 15th - Please state your connection with, and the extent of your services in said business?
- Ans. I did not stay in the store very long, not over two months, when another was employed in my place and A. Pinner, & I was a partner.
- 16th - Did you contribute anything towards the Capital in said business?
- Ans. I did not.
- 17th - On what grounds do you say that you were a partner, in said business?
- Ans. My father took me in as a partner and gave me an interest,
- 18th - Were you made a partner, in said business on the authority, or by the consent of the said plaintiff?
- Ans. I do not know whether it was by his consent or not, I had no connection with connection.
- 19th - Do you know when the said business commenced & when it ended?
- Ans. It commenced in July 1872. and ended

soon after my father's death. my father
died in Oct. 1873.

20th Was the business carried on until
it was taken charge of by the personal
-al representation of J. F. Williamson?
Ans. Yes.

21st Did Mr. Overton render services in
conducting the said business, from
the time it commenced until it was
closed by the personal representation
of your father?
Ans. Yes.

22 What became of the stock on hand
when the business was suspended?

Ans. It was sold by the Administrator
Jno. W. Ames at private sale. —

23rd Was the stock sold in bulk or not?

Ans. After taking an inventory it was,
24th By whom was the inventory taken,
and at whose instance?

Ans. Taken by W. A. Overton and myself, &
at the instance of Jno. W. Ames the
Adminstr.

25th Where is that inventory?

Ans. I reckon Mr. Ames has it. it was
given him by Mr. Overton.

26th Was the stock of goods sold for more
or less, than the sum of the inven-
tory?

- Ans. 27th I do not know
who became the purchasers of
the stock?
- Ans. 28th Messrs King & Wright,
who became of the books and
accounts, and the credits of the store.
- Ans. I do not know unless Mr Ames has
them.
- 29th Have you ever received any divi-
-dend or profit from said business?
- Ans. No.
- 30 Have you any papers connected with
the said business or any thing to enable
you to render an account of the
transactions ^{of} ~~with~~ the said business?
- Ans. I have not.
- 31 Do you know whether the stock
was appraised, by the appraisers
appointed for the estate of Williamson?
- Ans. Yes it was.
- 32 Was this appraisement made
before or after the inventory spoken
of by you?
- Ans. After.
- 33rd Do you know whether they adopted
the inventory as their appraisement
of the stock?
- Ans. I do not.

34. Do you remember the names of the appraisers?
- Ans. 2d. George S. Rives W. J. Jordan, J. E. Wright, & J. E. Kelly,
- 35th who kept the books of the concern in the conduct of the business -
- Ans. Mr. Overton kept the day-book and my father entered them in the Ledger -
- 36 Who had charge of the financial department of the business?
- Ans. I don't know.
- 37 Do you know who kept the account of the wharf ^{- age ~~and~~ of the wharf} of the said Williamson situated at the said stone
- Ans. W. A. Overton
- 38 Do you know what was the contract between your father and Mr. Overton with relation to the rent of the stone house?
- Ans. I do not.
- 39 Do you know whether any portion of the stone house building was rented out to any person?
- Ans. Yes sir, Mr. J. E. Murray lived in a part of it I do not know whether he paid any rent or not.
- 40 Did he go there while after this mercantile business commenced?
- Ans. He did

leaves examined by Depts. Counsel
 Geo. R. Kelly Esq.

1st

Did the plaintiff raise any objec-
 -tion by our being associated in the
 business of E. F. Williamson and
 son

Ans.

2nd

I think not & did not then any.

Do you know what debts of E. F.
 Williamson and Son due, are yet
 unpaid, & if so, state them?

Ans.

I do not know whether there are any
 due and unpaid

3rd

Whilst the store was being conducted
 by W. A. Everett as above named
 where did he reside?

Ans.

He boarded himself, at Mr. Murrays
 & Mr. Jacksons.

And further this deponent deposes that
 Reps. Williamson

Elisha Everett being duly
 sworn on the Holy Evangelists of Almighty
 God deposes and saith as follows -

1st

Question by pliffs Counsel.

Did you know Mr. E. F. Williamson

Ans.

2nd

Yes sir, he was a neighbor of mine,
 do you know whether in 1871 & 1872
 or thereabouts when A. Everett was con-
 ducting the business of a tobacco

manufacturer in Suffolk?

Ans.

Yes sir, he was,

4th

Do you know what connection if any E. F. Williamson had with said business?

Ans.

I judge from the remarks he made when that he was interested,

4th

Did you contract a bill with the said Wm. A. Overton while conducting the said tobacco manufacturing business, & if so to whom did you pay it?

Ans.

I did contract a bill, of about \$14⁰⁰ and paid it at the Store at Sleepy Hole. I think the above bill was embraced in a settlement of my store account with Mr E. F. Williamson & Son.

5th

Do you know whether or not Mr. W. A. Overton conducted for E. F. Williamson and son a mercantile business at Sleepy Hole commencing about the 1st July 1872?

Ans.

6th

He was then acting as a clerk, & continued in that capacity until the business was closed by the Admstr.

6th

Do you know anything about the appraisement of the stock of goods about the time the business was closed?

Ans. I qualified the appraisers as a Justice of the Peace, and was at the time when the appraisement was made,

7th
Do you know anything about the sale of the Stock of goods as made by the Admstr?

Ans. No more than what was told me by the Admstr.

And further this Dependent saith not.

Elisha Everett

Adjourned to the further taking of these depositions
the 13th July. - This is continued to Thursday
July, 15th 1811.

Office of the Writing
Commissioner, Suffolk July, 15th 1811.

Present D. J. Cadwin counsel
for Plaintiff and counsel
for defendant. - Mr. R. Kier Esq
Mr. W. Ames
being duly sworn in the Holy Evan-
gelists of Almighty God, depose
and saith as follows:

Mr. W. Ames being duly sworn
deposes and says that, I am
Fifty three years old and am

the representation of E. F. Williams
- as in deed.

1st

Question by Mr. R. Kilg.

Did you as the personal representation of E. F. Williams
take charge of the goods and
merchandise of E. F. Williams
- son & Son, & if so what were they
valued at, and for what did you
~~did you~~ sell them and to whom?

Ans.

I did take charge of the goods and
merchandise of E. F. Williams &
- son which were at the store
at Sleepy Hole, about the 5th Feb.
1874, the inventory at cost price
according to the invoices was
\$1302.76, I sold them at forty per
cent discount, on four months
time, to Wright & King, we took
their value from the market price
as it appeared in the goods
interpreted by W. A. Overton who
was then in the store, having charge
of the same.

2nd

Question Was the sale thus made
by you a judicious one for
the benefit of the parties concerned
and, if so state your reasons

Sleepy Hall Store Cr
 To E. F. Williamson & Son

To E. F. Williamson		83 18 77
By Thomas Hall	35 52	
" Sleepy Hall Township	77 45	
" Thomas Morrison	53 93	
" Dr E. L. Phillips	48 07	Ed. \$45.00
" Col A. Savage	5 49	
" E. F. Williamson & Co	5053 12	
" Hersey Bro & Batten	3 60	
" E. F. Kelly	148 23	
" John T. Humphlet	16 76	
" R. E. Wilcox	28 31	
" E. Everett Farm Road	501 17	
" J. E. Kelly	216 50	
" Col J. H. Clements	1 14	
" William Elliott	7 10	
" Savage Jones & Lee	1 83	
" J. L. Taylor	6 72	
" John Gray	2 82	
" Rees Williamson	184 31	
" W. W. Overton	615 92	✓
" J. E. Murray	213 02	
" Thomas G. Bond	4 56	
" J. C. Godwin	14 03	
" M. W. Towell	2 55	
" Isaac H. Beale	7 00	✓
" Joseph Clark	6 76	✓
" E. Thompson	15 38	✓
" Jacob Lardin	3 69	✓
" Accounts of 1871 & 1872 Wood	285 83	✓
" Mrs M. W. Williamson	528 74	
" Rees Williamson & Siblings	622 07	
" Williamson & Paul	64 49	
Over	8780 04	8318 77

Slippy Hole Store
To E. T. Williamson & Son

Cr Dr
\$ 0 \$ 0

To Amount brought over	8780 04	8318 77
By Joe Griffin	8 72	
" Charles Peterson	20 25	
" G. B. Rives	8 45	
" A. E. Wilroy	97	
" Goods on hand	1302 76	
	<u>10121 19</u>	8318 77
	8318 77	
	<u>1802 42</u>	
Left on good on hand	521 11	
	<u>1281 31</u>	

"S"

130276
58165
130211

130276
6
781656

for thinking so.

Question excepted to by plaintiffs
counsel, upon the ground that
"the question elicits an opinion
instead of a fact."

Ans. I think most decidedly, that it
was a judicious sale, for the
reason, that I consulted with
the gentlemen who assisted in
taking the inventory to wit. James
E. Wright & Geo. S. Rives, to whom I
explained the offer, and they advised
me by all means to effect the sale
on those terms, and I believe further
that there were at least a quarter
of the goods that could not have been
sold even at a nominal price, or
that we could even get a bid on,
because they were a very old stock
and not of a staple character
I had previously sold out several
lots of goods ~~before~~ at auction
and this was the best I had ever
effected.

Counsel for Dfts. excepts with
answer to the foregoing for the
reason as stated above, and also
for the reason, of that the answer is
in part hearsay, and founded upon

3rd

the judgment of others.

Be pleased to examine the paper marked "S." now handed you and state from whom you received the same, and what does it purport to be,

Ans.

This paper was handed me by Mr. Overton, Wm. A. which we said was a balance sheet of the firm of Williamson & Son of the Sleepy Hole store.

4th

Be pleased to examine the items then put down as assets, and state whether they were solvent or not at the time they were handed by me,

Ans.

The first item of Thos. Hale of \$35⁵² was insolvent, & is still.

Sleepy Hole Township \$ 77⁴⁸
part disputed realized about \$52⁰⁰
Thos. Morrison for \$53⁹³

Believed to be good

E. D. Phillips \$ 48.07

paid \$ 45.00

Col. A. Savage \$ 5.49

Good

L. F. Williamson also \$ 505³⁷

Supposed to be good

Hersey Bros & Botton \$ 3.60

Don't know. Line in Book.

E. P. Kelly - \$ 148.23

Insolvent

Jno. I. Hemplest 16.76

Paid. 10.00

Balance insolvent.

A. E. Willing paid 24.31

E. Everett 501.17

Good

J. E. Kelly 216.80

unpaid & disputed

J. H. Clements 1.14

~~Don't know, its value~~

William Elliott 9.10

Insolvent

Samuel Jones & Co \$ 1.83

disputed

J. D. Taylor 6.72

Good

Jno. Gray \$ 2.82

Insolvent

Reps. Williamson 184.81

Good

W. A. Overton 615.92

Insolvent except so far as may be
paid by his interest

J. E. Murray 213.02

Insolvent

Thos. G. Bent

\$45.6

Insolvent.

J. L. Godwin

\$14.03

Good

M. S. Dowell

\$25.5

Dont know think insolvent

Isaac H. Beal

7.00

Dont know

Joseph Clarke

6.76

Dont know

L. Thompson

\$15.88

Insolvent

Jacob Dandens estate

368
made

~~Insolvent~~ I didnt suppose it could be.

Accounts of 1871 & 1872 wood \$285.83

Dont know any thing about it.

Mrs. M. A. Williamson

\$528.74

Dont know any thing about it. but think it is good.

Rps Williamson & Sister \$622.07

Good

Williamson & Paul

64.48

Good

Jos Griffin

8.22

Insolvent

Lehas Dittus

20.25-

paid.

G. S. Rives

\$45-

Insolvent.

A. E. Wilroy
Good

\$ 0.97

5th

What was the value of the stone house etc. per year, from the 1st July. 1822 till the 1st Feb. 1824.

Ans.

From the 1st Feb. 1824 to the end of the year I rented the stone house and wharf for \$450⁰⁰. That is \$300 for the stone house and \$150.00 for the wharf. I judge from what I got for the stone house, that \$300. ^{per year} would have been a very reasonable rent for it from July. 1822 to Feb. 1824,

6th

Look at this book marked "G" on the first fly leaf. & state whether it is one of the books of E. F. Williamson and whether the entries therein are in the hand writing of Williamson.

Ans.

It is one of the books that came to me as above, and the hand writing is that of E. F. Williamson,

(Question and answer excepted by J. D. L. counsel) because the

10th

~~Investigation~~ { Col. Cadwin in X-

books purports examination, What amount to be the acts between Overton & Booth & Williamson the brother being discrimination of E. F. Williamson Decd, from the personal effects of the estate including accounts collected.

Ans. I am not prepared to say how certainly what, say three or four thousand dollars,

Question & answer except to on the grounds of irrelevancy.

2nd Have you paid any of the debts of the estate & if so to what amount?

Except to the Dept Counsel

Ans I have paid some of the debts of the estate what amount I do not know, I wish my account here,

3rd As far as you are able to know are the personal assets of the estate equal with the indebtedness of the same?

Ans I do not think they are.

4th Then why have you undertaken to pay ^{any of} the debts of the estate?

Question except to on the grounds of being irrelevant.

Ans. When I first commenced paying off the debts of the estate I was satisfied that there would be sufficient assets to pay off. I afterwards found that there would not be, but concluded that I had as well continue to pay believing that the estate was solvent & made so by the real estate.

5th

Has not Wm A Overton frequently since the death of Williamson made applications to you for a settlement of their accounts?

Ans

He has several times asked me to pay him money, which he claimed to be due him from Williamson, which I declined to do, because I did not believe that the estate owed him anything, from his own showing, furnished me, by exhibit herewith filed marked "S."

6th

Have you not frequently refused to investigate the account at the instance of the said Overton.

Ans.

I have no recollection now of his ever having asked me investigation, when he handed me Exhibit "S". I did investigate that, & told him that I did not think we owed him anything.

7th

7th

You have undertaken to mark out the insolvent claims in exhibit "S" please state whether at the death of E. F. Williamson the claims set out in said exhibit were not considered good and collectable. ~~asking~~ I do not believe that those set down as insolvent, were collectable at that time,

Ans.

8th

What efforts have you made and at what time did you make that effort. to collect the said claims referred to?

Ans. About June or July 1874, that I caused a notice to be put in the Suffolk Herald requesting all persons indebted to the estate to come forward and settle by August next following (which is the 2nd Monday in August), besides I have on a number of occasions called on persons personally and requested them to settle. I called on Mr. Hampster several times, I have not called on one portion of these ~~debtors~~ ^{debtors} insolvents believing it to be perfectly useless to do so.

9th

Have you at any time placed in the hands of an atty. or a collector any of these insolvent claims alluded to?

Ans

I have not, but threatened to do so in the advertisement referred to. but afterwards concluded not thinking that it would be a useless expense.

10

Do you live in the neighborhood of Sleepy Hollow & how long have you lived there for the last ten years?

Ans.

I live about four miles from there

and have done so for the past
twenty years

11th

Do you know the fact that Wm
A. Overton from the time of the estab-
lishment of the said stone carrying
{ Williamson & Son, superintended &
managed the same up until time it
came into your hands after the said
Williamson's death?

Ans.

12th

I have generally so considered,
though you know the capacity in which
he operated,

Ans.

All I know is from the contract
filed as an exhibit in the bill -
I thought he was a clerk until after
Williamson died.

Question & answer excepted to.

by Deft's Counsel.

13th

Do you know whether ^{the business} conducted at
said Stone was a large or small one
for a country stone?

Ans.

I do not know. of my own knowledge
all I know is from the books then
come into my hands as a clerk. -

14th

How long was the business ~~was~~
carried on after the death of William
son, and whether it was carried on
by said Overton with your consent.

Ans.

I qualified as Administrator as Jany.
Crest¹⁸⁷⁴, and I allowed Mr. Overton
to continue the business until I
could make an arrangement for the
sale of the goods, which was made
the 5th Feby. 1874.

15th -

Did you not receive from Wm A.
Overton, the accounts in exhibit "S"
as to much cash assets of the
estate?

Ans.

I did not, I simply received it as
a balance sheet, and he called my
attention to the amount due the
^{Stone}~~business~~, & claimed that one half of
the same was due to him as a
partner in the concern, after de-
ducting his bill as appears in
the exhibit,

16th -

On what day did you advertise
the sale of the stock in the first
time.

Ans.

Sometime in Jany. 1874

17th -

Did you not on the morning of
the day of the sale as advertised
and just before the hour of ^{public} sale
dispose of the entire stock at
private sale?

Ans

I did.

18

It was not a great many persons arrived at the store, to attend the public sale at the time the private sale was effected.

Ans.

Not an unusually large crowd, and quite a respectable gathering for such an occasion, I was much gratified at the turn out.

19

Did not Mr. Overton then make any protest against the private sale and demand that the store effects should be sold according with the terms of the public notice.

Ans.

After the sale was effected, he came home and told me that he thought if they had been sold publicly that the things would have sold better. I told him that I thought that he was mistaken, that I was satisfied that they sold better privately than they could have sold publicly.

20th

Have you stated that the stock was sold to Wright & King on four months time, has the purchase money been received & 7000

Ans.

It has.

21st

Did you not on that occasion and have you not subsequently heard men of good judgment say

"that the stock would have sold better publicly, than privately"?

Ans. I have not, on the contrary, there has been but one opinion expressed here, (except by Mr. Overton) and that was, that it was a most excellent sale,

2nd Do you know whether Wm A. Overton attended to receiving the profits of the wharf for the said Williamson and whether his services in so attending were not to be an offset at the rent of the stone.

Ans. I do not know whether attended to it or not.

Excepted by Defts atty.

2^{3rd} Sam here states that the rent of the stone ought to be about \$300 per annum, is that not a high estimate for the rent of a County stone

Excepted by Defts atty.

Ans. By placing the rental at \$300, I was governed by what I got for the stone when I rented it privately and also upon the fact, that when the stone was used by Williamson it was a valuable stand in account of the extent of the business

Purchased the following for
Overton & Bother, at the
written request of Williams
of James W. Palmer & Son

1	Bbl.	Whiskey	\$ 45.58
1	"	Boyl	\$ 101.25-
10	"	Pork	\$ 142.99
5	"	Maachel	\$ 43.75-
5	"	East herrings	\$ 21.25-

in wood in which Williamson
was engaged,

24th

Do you not know that a heavy
wharf business was done at said
wharf. & do you not know that the
profits of the said wharf annually
were large?

Ans.

I do not, but believe that they were
anything but large.

Reexamined by Geo. R. Kelly. Depo-
sited.

1st

You have said that Wm. A. Overtun
had charge of said store, from the
death of E. F. Williamson to the
5th Feb. 1894. when you sold it and
who received the amount of sales
during that time & were any monies
paid by you on that account?

Ans

I suppose Mr. Overtun of course
received what came to the store, &
he paid me less than three dollars
were purchases of goods made
for said store between the death
of said Williamson and said
sale, & if so by whom.

2nd

Ans.

I do not know

3rd

~~Before~~ After the sale of the goods & you
on the 5th Feb. to Wright & King

did you have any conversation
with the said Overton, on the sub-
ject and if so what?

Ans.

Some three or four days before the
sale I met Mr. Lord at Sleepy Hollow
by appointment with a view of selling
him the stock of goods. I offered them
to him, at 25 pr. ct. discount of the
cost price as marked on the goods.
Mr. Overton was present and made
no objections with, but expressed
himself as thinking that other
~~travellers who~~ ~~could~~ ~~do~~ do. Mr. Lord
only offered me 50 pr. ct. which
I declined to take at that time

4th

What do you know of the out-
standing debts of Williams
and Son.

Ans.

They are considerable and those
that are now in the hands of Accts
are as follows. To Hartman
& Whitehill & interest from Nov. 1873
the said \$157.82

Newman & Co. & int. as above	\$432.69
Bussins & Co. & int. from ^{Aug. 1873}	\$192.72
E. P. Lobb & Co. int. from Nov. 1873	\$54.08
Richard & Sewell int. from June. 1873.	\$9.50
Leopold Armstrong & Son	\$157.38
Fitzgerald & Hicok	\$8.40
Giles Bros	\$674.86

The foregoing question and answer
excepted to as being irrelevant, and
the accounts, ^{not} personally known to
the witness, to be due by the estate,
Re-X- examined by D. J. S. plffs.
att.

Question By D. J. Godwin plffs. att.

Do you not know that the stock
of the said store was kept up by
said Overton, & do you not know
that the stock at the death of the
said Williamson was low down &
small.

Ans. I do not know whether the stock
was kept up by Overton or not, and
I know that about a month after
(Williamson's)
his death I went as one of the ap-
praisers and took an inventory
and found that it amounted
at that time to Twenty Two
hundred dollars, & at the time
I sold, there was Thirteen hundred
dollars worth of goods, this occurred
when Mrs Williamson was admin-
-istratrix

Question Don't you know that exhibit
"S" shows an amount of \$1766.73 of
indebtedness due by Mrs Williamson and

Reps Williamson and the plaintiff
in this case contracted at said
store after the death of said Wil-
liamson and prior to sale of said
stock

Ans. Bro Ldo.

Question Do you not know that at the death
of said Williamson the said store was
largely indebted for goods purchased for
the same. and that after the death of
said Williamson and before said sale
the plaintiff in this suit paid large
amounts of said indebtedness,

Ans. I have never heard of his paying
a dollar. he has never shown me
any accounts he has paid.

Question Were you not offered previous
to the private sale alluded to,
by Lord and others more than
sixty per cent upon the cost price
of the stock of goods? in other words
were you not offered seventy five per
cent upon the cost price of the stock
of goods?

Ans. Lord asked me after I offered to take
seventy five, per cent. If I would not
take less, I told him not at that
time, I never was offered sixty per

per cur except by Wright King
And further this deponent
saith not.

Jno. W. Ames

E. J. Driver being duly sworn
deposeth and saith as follows
1st Question by Jno. R. Kelly atty. for Def^t.

How old are you & where do you
reside & what your occupation

Ans I am thirty five years old reside
about two miles from Sleepy Hollow
and have been merchandising about
eight years. I was acquainted
with the stock of E. F. Williamson
& Sons to some extent, at Sleepy Hollow
I was there occasionally during
the time of Williamson & Sons. both
before & after his death, and in
~~my opinion as~~

Question, From your knowledge as a
merchant of the stock of goods
of E. F. Williamson & Sons as sold
by Jno. W. Ames the adm^r. Wright
King, was the sale at forty per
cent less than original cost
a judicious one?

Ans. I consider that it was. I was talking

to Mr. Ames immediately after the sale and told him that I thought he had made at least 20 per. cent. on the sale as made by him privately. —

Question and answer excepted to, as being an opinion. —

Question Do you know whether Wright & King realized from the goods their purchase money, or what they did with (them, (the goods). —

Ans.

I do not know whether they realized any money or not from the goods. I am renting this store this year myself at Sleepy Hollow, Wright & King occupied it last year. — I have also bought a part of the stock which they had on hand when I rented the store, they had some of the stock which was bought from the Admstr. of Williamsons which I refused to take, at the price they gave, Williamsons Admstr. I paid Wright & King however cash for the stock other than that bought of Williamsons Admstr.

Question & answer excepted to.

Question Did Wright & King sell, or attempt to sell the goods bought of Williamsons

Admitted - at auction, and if so, what
was the result?

Ans. They attempted to auction off the goods which I did not buy of them but did not succeed as in selling all of them at Sleepy Hollow store they did sell a part, & the rest were sent away from there, I was present at the auction and ~~were told by~~^{was told by} ~~from~~ King that he wasn't going to sacrifice his goods.

Question & answer objects of Sgls.

Question What is the pecuniary responsi-
-bility of Wm. A. Overton the plaintiff
in this case.

Ans. I do not know, -

Характеристика деловых качеств.

12th Ben has said that you regarded the private sale as a good one and that you told Mrs Ames a short time afterwards that you thought he had made 20 pr. ct. on the sale pri-
-vately do you mean that if he ^{had} sold them at forty per cent on the dollar that it would have been a judi-
cious sale?

Ans. When I said twenty per cent. I meant that they would have sold

at public auction at 20 per cent less than he got for them.

Question Did you examine the stock of goods on the day of sale and if so, is your opinion based on your examination or mere hearsay?

Ans. I did examine some of the stock and my opinion is not based on hearsay.

Question What proportion of the stock did you examine, and name the articles you did examine.

Ans. Only a small proportion, I examined some of the hardware, but do not recollect what other goods I did handle.

Question You have said that you bought some of these goods from Wright & King. please name the articles so purchased, of these particular goods.

Ans. I bought all the scales weights and measures that they had, I do not recollect the rest but have the bills for them at home.

Question How did you know that the goods you purchased of Wright & King were of the Williamson store?

Ans. They produced the bills to show that they were the goods & told me so, and some of the goods I knew myself, as the scales & weights, oil cans, and one set of trace chains,

Question How long had King & Wright been doing business at Slippy Hole before you bought them out.

Ans. Nearly one year.

Question You have said that Wright & King attempted to sell the William-
-son stock at auction, did you mean by the word "attempt" that they made the effort only, or do you mean that they sold a part of the goods only.

Ans. I mean that they sold a part of the goods. I do not know what part.

Question Did not they auction off the goods bought by themselves from other sources as well as the Williamson stock of goods.

Ans. I do not know, I suppose they did, for I did not buy all of either.

Question What do you pay as rent for that store this year.

I am to pay \$275. including the wharf.

Re-examined by Geo. R. Kitz
Question. Was the rent of the store ac-
crued to worth as much in
1875 as it was from July 1872, to
4th Feb. 1874, whilst occupied by
E. F. Williamson and Son.

Ans. I think it is worth less now. be-
cause Williamson was then cutting
wood & quite a large business
was carried on then, which is not
now the case.

Question & Answer excepted to.
Question In examining the goods on
the day of sale you have spoken
of examining a small portion
of the goods, do you mean to say
you did not look around in the
goods in the store sufficiently to
satisfy yourself, or did you do
so in addition to examining
particularly a small portion
of them?

Ans. I mean to say that I did look
sufficiently to satisfy myself in
addition to looking particularly
Question You have said that you think
that the store was worth more
when occupied by Williamson

and see them at the present
time, please state whether you
know what Williamson^{& Son} charged
for the stone, or the time that he
& Overton occupied the same

Ans. I do not.

And further this deponent says
not.

Taking of the S. L. Driver
The foregoing deposition was con-
tinued to Sept. 18th 1875,

was present Geo. R. Kelly for defendant
and J. F. Crocker for plaintiff,

Being duly sworn
on the Holy Evangelists of Almighty God
deposes and says as follows:

The taking of the foregoing deposition
was continued to Saturday Sept. 18th
1875

Present J. F. Crocker Atty. for Plt.

Geo. R. Kelly Atty. for Def.

Elisha Laycock being duly sworn on the Holy
Evangelists of Almighty God deposes and
says as follows:

1st Question By J. F. Crocker Plt's Atty.

1

Called by J. F. Lemmer atty. for Orestes.
W. A. Orestes being duly sworn as the
sole Evangelist of Almighty God deposes
and says as follows.

1 Q. Please explain the several items
against various parties included
in your account marked "S" -

Ans. When W. A. Orestes and Brother sold
out to E. F. Williamson they transfer-
red accounts with our recourse. -
they were as follows:

E. F. Kelly	\$ 148.23
J. E. Kelly	\$ 216.80
M. W. Howell	\$ 2.55
J. H. Beal	\$ 7.00
Joseph Clarke	\$ 6.76
Columbus Thompson	\$ 15.88
Jacob Darden's Estate	\$ 3.69
Account of wood land 1871 or 1872	\$ 285.83

The balance of the accounts as appears
in exhibit "S" was made by Williamson
& Son. The items transferred from Orestes
& Brother to E. F. Williamson were
placed by Williamson with E. F. Williamson
& Son for collection, and were charged
with the firm of Williamson & Son
& since the death of Williamson those ac-
counts have been turned over to his
Administrator,

2 Q Please state your opinion of the

solvency or insolvency of the account to
set forth in exhibit "S" as follows:

1st

Thomas Hale

\$35.52

Ans.

Thomas Hale is solvent, & owns land,

This account was made by Hale under the
following circumstances, Hale was employed
by Williamson to get white oak blacks, and
ordered me to let him have the good while
he was getting the blacks, which blacks
were sent to New York & sold, by Williamson
and I think the blacks offset the stone
account & he is now claiming a
balance from the estate, on account
of the blacks,

2nd

Sleepy Hollow township?

\$77.48

Ans.

Solvent, the account is correct as seen
by page 122. of Ledger, except \$20. which was
an individual account of E. F. Williamson

3rd

Thomas Marriam

\$53.43

Ans.

Good & Deliens has been paid.

4th

Dr E. D. Phillips

\$48.07

Ans.

Good. 48. paid

5th

Leol S. May

\$5.49

Ans.

Good

6th

Harvey Beathan & Ballou

\$36.00

Ans

Good

7th

Jos. J. Humpleh

\$162.00

Ans.

Good, & I will take it now,

8th

A. E. Wilcox

28.31

Ans

Good

9 th	E. Emert	\$ 501.12
Sus.	Good	
10 th	J. A. Clemens	\$ 1.14
Sus.	Good	
11 th	Wm Elliott	\$ 9 ¹⁰
Sus.	At the time Mr Williamson bought his wood of him, Williamson owed him, & the administrator has paid him since I judge, and also owns two pieces of land & has a debt for the land in this Co. & I consider the claim good.	
12 th	Savage Jones & Lee	\$ 1.83
	For merchandise returned & E. F. Williamson credited with the amount.	
13	J. D. Tayer	6 ²²
Sus.	Good.	
14	J. M. Gray	\$ 2.82
Sus.	For whiskey furnished by Williamson for electioneering purposes. <u>Insolvent.</u>	
15 th	J. E. Murray	\$ 213.02
	Dutty worked for Williamson, mended cart &c & claims a balance from the estate, in his favor over and above the claim	
16 th	Thos. G. Bond	\$ 4.56
	Insolvent	
17 th	Joe Griffin	8 ²⁵
	Good was working for Williamson getting oysters	
18 th	Leban. Peterson	20 ²⁵
	Paid	

G. S. Kimes

8.45-

Mr. Ames let him have the goods whilst
taking the inventory.

Here the examination was continued
from page 1 & 2. in relation with tobacco
business. J. F. Leach called the witness
already sworn W. A. Overton

1 Q Was E. F. Williamson connected with
you in the tobacco business in Suffolk
in 1871.

Ans. Yes, from Aug. 4th 1871 till Aug. 12th 1872.

2 Q What was the name of the firm

Ans. W. A. Overton Williamson was the silent
partner.

3 Q Please examine exhibit (1) and say
in whose handwriting it is & to whom
addressed,

Ans. E. F. Williamson's handwriting & addressed
to E. H. Osborne Deterburg

Answer & exhibit excepted by J. R. K. as
being irrelevant,

4 Q What tobacco is alluded to in the ex-
hibit,

Ans. Tobacco already manufactured or
bought for W. A. Overton, we got this
tobacco so as to have some on hand
we not having manufactured any
at that time.

~~Answer excepted by J. R. K.~~

this tobacco was sold to various parties and the money turned over to E. F. Williamson by W. A. Overton and when Osborne demanded pay for the tobacco I asked Williamson for the money & the exhibit is the reply. —

Answer excepted to by J.R.K.

5th Q What were the terms of the Co-partnership.

Ans. He agreed to furnish all the money & I do the business for $\frac{1}{2}$ the profits.

Question & answer excepted to by J.R.K.

6th Q Please state whether there were any profits & whether Williamson was indebted by me in account thereof.

Ans. Profit of \$597.¹⁶ one half of which I claim is still due me. I arrive at this amount from a book kept by me at the time and here presented and marked "Z" altogether in my handwriting.

Question & answer excepted to by J.R.K.

7th Q Was this book correctly kept and are the items therein contained also correct.

Ans. Yes sir the accounts & fixtures were turned over to Williamson.

Excepted to. J.R.K.

8th Q By King. When was this book first made out & was it made out during the life time of Mr Williamson

Ans. ~~The whole book was kept when~~

Ans. The book was commenced Aug. 4th 1871.
and closed Aug. 12th 1872. and all during
the life of Mr. Williamson.

1st Q. By Wright. Did you ever apply to
Williamson for a settlement of
the partnership accounts?

Ans. I did not. I was connected with
him at Slukey Hole stone and thought
one settlement would do for all.
And further this dependent said not.

W. A. Overton
Commissioner's Office Suffolk Sept. 24th
1874 The taking of the foregoing depositions
was continued to this day, Alw. Cmr. -

Commissioners

Office, Sept. 25th 1875-

This day personally appeared before me
A. L. Wither in Commissioner in Chancery
for the Circuit Court of Hancock County
Wallace Kelly and made oath that he
purchased tobacco at the factory in
Suffolk about the 31st July 1872
amounting in value to \$222.75 which
was bought of W. A. Overton and the
money for the same by the order of
the said Overton ^{was paid} to E. F. Williamson
Given under my hand this the 25th
day of Sept. 1875-

A. L. Wither Com. &c

Not

By consent of counsel the foregoing
affidavit is admitted as a part of
the proof in this case

A. L. W.

Depositions
+
Commission Report

Anden

N

Willeburg

D. J.

Filed 6 Sep 1876

1876. Sept. 4th. Filed.
C. H.

Litchfield Va
Decemb 7th 1872

Mr C. H. Starnes
Richmond Va Dear Sir

as soon as
I can collect the money, which I hope
will be very soon, say by the first of January
I will purchase the land and give you for John
Thom, Henry French
Attest

(12)

Ovinton

W.

Williamson, adm

Report of
Cmrs. Walker & Ochs

Filed 6 sep. 1876

Overton

11

Williamson's adw. &c.

This cause came on this day to be again heard on the papers formerly read & on the reports of Leard, Wilkes, made under the decree of Feb. Term 1873 of this Court, made in this cause, to which reports there is no exception and was argued by Counsel on consideration whereof the Court doth confirm the said Reports and doth adjudge order & decree that the Bill of the Complainant be dismissed, and that the plaintiff pay the costs of this suit (both plaintiffs and defendants.)

Overtown

7

Williamson, Adam

1876

Feb. 1st.

Final Decree

Is he entered.

Geo. B. Shaw,

Entered O. B. No. 1-12-346

In the Circuit Court of Hanseman Co. Va
The answer of John W. Ames, administrator de
bonis non with the will annexed of E. J.
Williamson decd, to a Bill in Chancery
Exhibited in the Circuit Court aforesaid by
J^r A. Overton against him.

This Respondent says, That he has
no knowledge of any contract as referred to
in said Bill, as having been entered into between
said Overton & Williamson, relative to the manufact-
uring of Tobacco, or the terms of any such contract,
but he has heard said Williamson in his life
time speak of having once manufacturing
of Tobacco in Suffolk in said County, by
which he lost money, & stopped it, hence your
Respondent denies that there is any thing
due by said Williamson to said Overton &
demands proof of said agreement, & that there
were any profits & that Williamson owes any
thing to said plaintiff on that account—

Your Respondent says, that it is true
that on the 12th day of July 1872 the said Williamson
& Overton did enter into an agreement such as
is stated in said Bill, But your Respondent
denies that there is any amount due said
Overton from or in consequence of said agreement,

Your Respondent says There was no profit arising
from said business, but great loss; That said Overton
draw out of said business a sum much larger than

any interest he has therein. That while conducting said business many persons were created with large sums, who were & are Insolvent; That after the death of said Williamson your Respondent sold the goods remaining on hand for an excellent price as he is prepared to show; and that many of the debts for goods purchased for the store & said business are yet unpaid.

Your Respondent denies that no rent was to be charged for the rent of store house, but on the contrary the same is expressly provided for in said agreement, which is in writing & cannot be rendered null by parol evidence especially by the plaintiffs ^{own statement} now that the said Williamson is dead -

Your Respondent denies that there is due said plaintiff the sum of \$285.29, or any other amount

Your Respondent says That the said Wm. A. Overton was perfectly Insolvent & is now, & had himself with a Brother of his been merchandizing at Sleepy Hole in said County, & had become indebted to said Williamson for money lent & advanced him then,

Your Respondent is ready, willing to settle his transactions as administrator aforesaid and to examine into all matters between said Williamson and said Overton, and to do justice as far as he can, but feels satisfied that a fair settlement of the

matters referred to, will show that the said
Orentin is largely indebted to the said E. J.
Williamson, and having answered
may be hence dismissed,

and your Respondents will &c. &c.

John W. Ames, Admin^r
of E. J. Williamson dec^d.

John R. Kelly, Sen. p. d.

This day John W. Ames made oath before me
that the facts statements in the foregoing answer
are true to the best of his belief

John R. Kelly

Notary Public

11 Jan 1895.

Ovnton

17

Williamson's army

answer of
reft.

Overton
m
Willersons
actor

dx L Lt "A"

To Hon Geo. Blow Judge of the Cir-
cuit Court of Hanscomb County

Your Complainant William
A. Overton respectfully sheweth unto
your honor, that E. F. Williamson in
his lifetime, to wit on or about the 1st
day of August 1871 contracted and
agreed with your complainant to
furnish the necessary capital to
conduct the business of manufac-
turing tobacco in the Town of Suffolk
in said County, in the name of your
complainant, and to pay him for his ser-
vices in conducting and attending to said
business a sum equal to one half of
the net profits that might accrue from
said business. That pursuant to said
agreement the said E. F. Williamson
furnished the capital, and the said
business was commenced ~~at~~ or about
the 1st August 1871 and conducted
under the management and with
the personal services of your com-
plainant until the 1st July 1872
at the last mentioned date all the
stock in Trade then on hand, together
with all the accounts & evidences of in-
debtedness due on account of said business

were turned over to the said E. F. Williamson son. That the said Williamson son not only received from said business all the Capital he invested in the same, but \$333.58 over and above his share of one half of the net profits thereof, as will appear by a proper account of the transactions of said business. The said Williamson son did not in his life time nor his personal representative since his death paid your complainant the said sum due him for his services aforesaid, but the same, with interest from the 1st July 1872, is still due him.

Your complaint further sheweth, that the said E. F. Williamson in his life time, to wit: on the 1st day of July 1872, entered into a written agreement with your complainant, by which he, the said Williamson agreed to furnish all the Capital to do a mercantile business at Sleepy Hole, in said County under the firm and style of E. F. Williamson & Son, and to pay your complainant for his services

after paying house or store rent and all other expenses of conducting said business one half of the net profits accruing from the same. And it was also agreed that either party upon becoming dissatisfied, might order the business to be closed & settle up at once and to draw therefrom his interest whatever it might be - all of which will more fully appear by reference to said writing here-with filed, marked "A" as a part of this bill - Pursuant to said agreement the said mercantile business was on or about the 1st July 1872, commenced at said place, and was thereafter conducted until on or about the 1st Feb: 1874, whereupon during all of which time your complainant gave his services to said business. Soon after the said business commenced, it was agreed between the said William and your complainant, that no rent of store house was to be charged in consideration of your complainant attending to and keeping account of the wharfage of the wharf of the said William

situated at said store which
your complaint did -

The said E. F. Williamson departed
this life in Oct. 1873 having first
made and published his last will
and testament - That his widow Mrs.
M. A. Williamson duly qualified
as his executrix - The said M. A.
Williamson died about 10 Dec
1873, and soon thereafter John W.
Ames duly qualified as admin-
istrator with the will annexed
of said E. F. Williamson unadvised
intend by the said M. A. Williamson -

The said business was
conducted under said agreement
after the death of the said E. F.
Williamson until it was closed
in Feb 1874, under the sanction
of the said personal representatives
of E. F. Williamson - That when
the said business was closed in
Feb 1874, the said John W. Ames
personal representative as afore-
said took possession of all the
goods in said business then on
hand, and all the books, accounts
and other evidences of indebtedness

done on account of said business.
The said Geo W. Ames personal
representation as aforesaid, instead
of disposing of the stock in trade
on hand at public auction,
sold the same in bulk, at pri-
vate sale, and at a price
forty per cent below ~~their~~
prime cost and real value
of the goods -

Your complainant alleges
that there is still due him
for services rendered under
said written agreement \$285.25
as will appear whenever an
account be taken shewing the
net proceeds of said business.

The said Geo W. Ames as
personal representation as afore-
said, has received into his hands
of the effects of his decedent's
estate, more than enough to
pay all the debts of his de-
cedent's estate including the
aforesaid claims of your com-
plainant.

Your complainant has
sought a settlement and payment

of his said claims, which has been refused.

In Consideration
whereof your complainant prays
that John W. Ames Adminis-
trator with the will annexed
of E. F. Williamson, now Admin-
istered by Martha A. Williamson
deceased, Executor, be made
a party defendant to this bill
and be required to answer the
same - that all proper
accounts be taken, that the
amounts due your complain-
ant be ~~pay~~ paid him -
and that all other and further
relief be granted him which
the nature of his case may
require and he will ever
ever pray for,
Yours respectfully
by

Wm A. Morton

73

William's is about

300
kg

My notes