

1880-010
Nansemond Co. (Suffolk)

Chancery Causes: George W. Singleton et al vs E. B. Britt et al

Singleton & Co., Dunnville, Dunville, Stewart & Riddick I, Palmer, Adkins, King,
Darden & Eley I, Hoffman, Johnson, Gaskins, B F Catchins & Co I,
W. L. Daughtrey & Co I, Farmers Bank I, Commercial Bank I,
Lessiter, Jackson, W. H. Morris & Son I, Langston,
Atwater, Bush, Artman & Moore I

Withers & Prentiss, I have
just borrowed these pa-
pers & at request of
Mr. Prentiss send them
~~to you. Let me have~~
them as soon as
possible as Daugh-
try wants me to
make his report
out for him at once
under last decree
20 Jan. 1879 W J Kelly

D + 1/1

79 12 1
 72 9 1

2

32 31 30 29 28

95 56

5.73 36

11.46

143

1290

By consent of counsel in this cause
it is agreed that the plaintiff may within
~~sixty~~ ninety-days amend & supplement
the Bill filed in this cause,

Signed:

A. C. Withers p. g.

Wm. Smith & Co. J.
Attorneys

Geo M. Singletun, in his own right & as late partner in had & doing
business under the style & firm of Singletun & Co

as }

E. B. Pitt, late partner in had & doing business under the
firm & style of Singletun & Co & B. B. Drummell, Post Master

To Geo M. Singletun, Esq.

Dear Sir: Please take notice that I
shall on the 12th day of October 1877 at 10 O'clock A.M., at
the Court House of Gloucester County in Suffolk Va, upon Hon-
ble J. B. Low, Judge of the Circuit Court of said County, to set
aside the order entered in the above entitled Cause.

E. B. Pitt
By Geo. A. Wright atty

I served this notice by
delivering a copy thereof
to Geo. W. Sengler in
person on the 11th day of
October 1877 at 3 P.M.

J. L. Fulgham
Shff

I have made a bargain to pay the debts
of and have given bond for protection of
Singleton. under the extraordinary move
made by Singleton and the appointment
of his man, who is in the same
business I believe I will be seriously
damaged in the settlement of the claims
due by Singleton also in my
future business. Singleton has mort-
gaged all his property and I have
no protection in recovering said
damages and a large Bill I
have against the Concern unless
you require of him such a
bond as will protect me. the
amount involved in all these matters
will not be less than 3000£.

E. B. Pine

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *E. B. Britt, late Partner*
in trade, doing business under the firm and style of Singleton
& Co., and B. B. Dumville, Partner &c

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in November next, to answer a

Bill in Chancery, exhibited against Them
in the said Court by *George W. Singleton, in his own right and as*
late Partner in trade, doing business under the firm and
style of Singleton & Co.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 10th day of October 1877, in the 102nd year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Copy for
E. B. Brett

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *E. B. Brett* late partner
in trade, doing business under firm and style of *Singleton & Co.*
and *B. B. Dumville*, Postmaster by

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be
held for the said Court, on the first Monday in *November* next, to answer a

Bill in Chancery, exhibited against them
in the said Court by *George W. Singleton*, in his own right and as
late partner in trade, doing business under the firm and style of
Singleton & Co.

and have then and there this Summons. Witness, *PETER B. PRENTIS*, Clerk of our said
Court, at his office, this *10th* day of *November* 1877, in the *102nd*
year of the Commonwealth.

Teste:

Peter B. Prentis . Clerk.

Copy for,
B. B. Hamville. P. M.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *E. B. Britt, late partner
in trade, doing business under the firm and style of Singleton
& Co., and B. B. Dunville, Post Master &c*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *November* next, to answer a

Bill in Chancery, exhibited against Them
in the said Court by *George W. Singleton, in his own right, and as
late partner, in trade, doing business under the firm and style
of Singleton & Co.*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *10th* day of *October* 1877, in the *102nd* year of the Commonwealth.

Teste:

Peter B. Prentis. Clerk.

George W. Singleton, in his
own right, &c.

is { Sum. in Chy:

E. B. Brett, late partner &c.
Sol:

Nov: Ruled, 1877

Pro: B. No. 1. page

Cor: Co.

Know all Men by these Presents,

That we, *John F. Sterrant and John T. Riddick*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of

Four thousand _____ Dollars, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *twelfth* day of *October* in the year one thousand eight hundred and *seventy seven*, and in the *102^d* year of the Commonwealth. And we hereby waive our Homestead exemption, as to this obligation.

The Condition of this Obligation is such, That if the above bound

John F. Sterrant

was by a Deed of
who ~~has~~ this day qualified before the *Circuit* Court of Nansemond County, pronounced
on *The 10th day of October, 1877, in the Chancery Cause of "George W. Singleton, v.*
his own right, and as late partner in trade, doing business under the firm & style of Singleton & Co.
Plaintiff vs E. B. Beall, late partner in trade, doing business under the firm & style of Singleton & Co.
and B. B. Beemonte, Post Master &c. Defendants a Receiver of said Court, for the purchase of looking-
minutes of said Beemonte of the Real Estate belonging to the late firm of Singleton & Co. & of the bank & accounts of
existence of said Beemonte of the said late firm, and their bond, bill, note or open account or in cash of that he do
hold them said Real Estate, if any, subject to the future order of said Court, in said cause & power to collect the
same & the said Beemonte, and receive the said late firm & Co. the proceeds of such collecting at the Home Bank of Nant-
work & the said Beemonte, and receive the said late firm & Co. the proceeds of such collecting at the Home Bank of Nant-
shall faithfully discharge the duties of his said ^{Office} trust, then the above obligation to be void, or else to remain in full force and virtue.

Executed in
presence of
the Court. }

John F. Sterrant

John T. Riddick

{ Seal. }

{ Seal. }

{ Seal. }

{ Seal. }

{ Seal. }

John F. Stewart
Da { Receivers Bond
Commonwealth

1877
Octo. 12th: Executed, ac-
Knowledgeed & filed.

Teste
Peter B. Prentiss, Clerk

Know all Men by these Presents,

That we, *William L. Daughtrey and John F. Pinner*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of

Two Thousand (2000) Dollars, to the payment

whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with

our seals, and dated this *22nd*: day of *July* in the year one thousand eight hundred and *seventy-eight*, and in the *103rd*: year of the Commonwealth.

And we hereby waive our Homestead exemption, as to this obligation.

The Condition of this Obligation is such, That if the above bound *William L. Daughtrey*

been appointed, by a vacation order or decree of
who has, ~~this day qualified~~ before the *Circuit* Court of Nansemond County, *made on the*
5th day of July, 1878, in the Chancery Cause of George W. Singleton
in his own right &c. vs. E. B. Britt, late partner of said Singleton as Receiver of the Court,
(in place of William Cherry, who has departed this life),

shall faithfully discharge the duties of his said trust, then the above obligation to be void, or else to remain in full force and virtue.

Executed in
presence of
the Court. }

Wm. L. Daughtrey { Seal. }
John F. Pinner { Seal. }
{ Seal. }
{ Seal. }
{ Seal. }

William L. Langley

To Receiver's Bond

Commonwealth

July 22nd 1878

Know all Men by these Presents,

That we, *George W. Singleton and Charles H. Causey,*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of

Five Hundred _____ Dollars, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this *16th* day of *October* in the year one thousand eight hundred and *Seventy-seven*, and in the *102nd* year of the Commonwealth. And we hereby waive our Homestead exemption, as to this obligation.

The Condition of this Obligation is such, That if the above bound *George W. Singleton,*

~~who by this day qualified before the Court of Hanover County,~~
shall pay all costs and *damages* to *E. B. Brett* by reason of the restraining order, entered on the enjoining the said *E. B. Brett* and the issuing of the restraining order, entered on the 15th day of October, 1877, in the Circuit Court of Hanover County, in the Chancery Cause pending in said Court, wherein *G. W. Singleton*, in his own right and as late partner, in trade doing business under the firm and style of *Singleton & Co.* is Plaintiff, and *E. B. Brett*, late partner in trade, under the firm and style of *Singleton & Co.* is Defendant.

~~shall faithfully discharge the duties of his said trust,~~ then the above obligation to be void, or else to remain in full force and virtue.

Executed in
presence of
the Court

Peter B. Prater, Clerk

G. W. Singleton
C. H. Causey

{ Seal. }

{ Seal. }

{ Seal. }

{ Seal. }

{ Seal. }

Geo. W. Singleton

Do } Inj. Bond

Commonwealth

1877
Octo: 16th.

Know all Men by these Presents,

That we, *William Cherry, Robert S. Elam and John R. Epelande*

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA, in the just and full sum of
Five Thousand Dollars, to the payment
whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our, and
each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with
our seals, and dated this *15th* day of *October* in the year one thousand
eight hundred and *Seventy-seven*, and in the *192nd* year of the Commonwealth.
And we hereby waive our Homestead exemption, as to this obligation.

The Condition of this Obligation is such, That if the above bound *William Cherry,*

who has ^{been appointed by} this day ~~qualified before~~ the *Circuit* Court of Nansemond County, Receiver ~~of~~
of the Court, by an order of said Court, entered this day, in the *Chancery*
Cause of *George W. Singleton* in his own right, and as late partner in trade
doing business under the firm and style of *Singleton & Co. Plaintiffs,* and *E. B. Brett,* late
partner in trade, doing business, under the firm and style of *Singleton & Co.*

shall faithfully discharge the duties of his said trust, ^{under said order} then the above obligation to be void, or else to remain in
full force and virtue.

Executed in
presence of
the Court.

Peter B. Prentiss, Clerk

W. Cherry

R. S. Elam

John R. Epelande

Seal.

Seal.

Seal.

Seal.

Seal.

Wm. Cherry

To { Receiver's Bond

Commonwealth

Octo: 15th 1877

Messrs Singleton & Co. — . — .

1875/4

To John Robinson Dr.

To building office in my own house. \$4.00

" making trough under " house .50

" working on desk in office .50

" nailing up plank around
shell pile } .25

" covering lime house (2.00

\$ 7.25

Received payment from
Benj^r Riddick Dec 17th 1875.

his
Witness
John Rubisov
mark.

R. E. Poller

1875 June 17th Due Mr James A Weaver five dollars
for work.

Singleton Co.
for Benjamin

J. A. Weaver

187 Messrs Singleton & Co^{ys} Dr
 For amt of Jas A Weari's dues bill
 dated 17th Jan'y 1875 for \$5.00
 amt pd. Jno Roberson for work
 done for Singleton & Co 7.25
 Services in collecting & paying Singleton & Co's
 acts. from the time they were placed in the
 hands of W L Daughtrey & Benjn Riddick's
 until they were placed in Mr Cheung's
 by order of Gov. Grant 30.00
 amt now paid receipts while the
 acts of Singleton & Co were in my
 hands see acts on book in Cheung's hands 22.07
 64.32
 over charge of \$10. part of \$30 above 10.00
 Int. from 1 Jan. 1876 Bal. \$54.32

Correct.
 E. M. B.

JOSEPH BOOTHE, President.

JOHN R. COPELAND, Cashier.

THE FARMERS BANK OF NANSERMOND,

Suffolk, Va., 1878

Dear Sir:

~~Singleton also note Oct 5th 1877 \$170
endorsed by Wm. L. Daugherty
Wm. L. Daugherty also { Overdraw 1.25
J. R. Wilby Nov 7. Put home~~

~~Singleton also: note Aug 3rd 72-
by A. S. Gray Put from 5th Oct 77
Over draft on a/c \$7.25 Put from Oct 1st 77~~

~~Singleton due 9th August 77- \$70
Paid to 14th March 78. - Over March 14. \$38.77
endorsed by C. M. Laster.~~

~~Singleton also due \$80 due 29th June 77
Endorsed by J. M. Little also -~~

Very Respectfully,

JOHN R. COPELAND, Cashier.

due the English Hco at Commercial Bank.

~~State \$40 due Oct 10/13 1877~~
~~R S Elam & Co.~~

~~State \$12 due Oct. 10/13 1877.~~
~~Elam & Stackman.~~

\$65.25

65.75
1.51, Protest
67.26

Suffo - March 24th 1897

Fifteen days after date pay to the
order of ourselves Sixty five dollars
& seventy five ct for value recd
Payable at

Farmers Bank of
Stamford, Suffo va

Singleton & Co
"

1427

8/11 April

28568

May 17th 1877

Protested for non-payment

Chgs 15⁰⁰ Dues 26 1/2
U. P.

Dingletun & Co

John Bush
Harris & Co

King's Quay

R. Capeland Esq:

~~RECEIVED FOR ROLL~~
~~OF THE~~
~~NAVY & BROTHRS BANKERS~~

Portsmouth, Va.

~~Barth~~

Suffolk, Va., 17th 1877

Please Take Notice That a Draft
for \$ 65-⁰⁰.

dated Mch 24th - 1877

917
151
6575

drawn by Singleton & Co
Themselves on

at Suffolk, Va.,

in favor of Themselves
payable Fifteen days

after date, at The Farmers Bank of Maine -
Maine, and this day presented for
payment and endorsed by

you, was this day PROTESTED for non-payment
after legal demand of payment, acceptance, and refusal thereof.
and the holder looks to you for the payment thereof with all inter-
est, costs, charges and damages thereon.

Done at the request of the Holder.

Jos M. Wright

Notary Public.

To Jos Bush

Suffolk, Va., May 17th 1877

Please Take Notice That a Draft
for \$ 60-25- dated May 24th 1877

drawn by Singleton & Co. on
themselves

at Suffolk, Va.,

in favor of Themselves
payable Fifteen days

after date, at The Farmers Bank of Lancaster, and this day presented for
payment.

and endorsed by
you, was this day PROTESTED for non-payment
after legal demand of payment, acceptance, and refusal thereof,
and the holder looks to you for the payment thereof with all inter-
est, costs, charges and damages thereon.

Done at the request of the Holder.

Geo H. Wright

Notary Public.

To W. H. Morris & Co.

Singleton Fles

1877

to Darden & Elay

May 28 to ^{Bu} ~~last~~ of acct

// 7.11

Int from June 1st

Note. Now No 77 Cash Bk

18.5 -

Suffolk Va apr 6, 1878
Singer & Co Dr

To ~~B B~~ Durnville

Hauling Fee \$3.50
Bal Po acct 7.25

\$10.75

1/2 Lops on 183 oyster 0.91

cr By a/c B B. D 339 \$11.66

339 " " B. ¹/₂ D 2.50 5.89
250 (over) Bal. in \$5.74

Bal. brought on \$5.77
er. 2.15

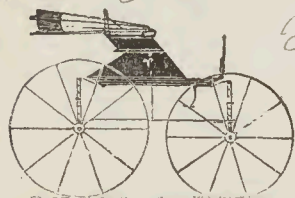
Bal. \$3.62

Int. from 1 Oct. 1877



Suffolk Va., ~~Apr 25th~~ 1878

Mr. G. W. Singleton & Co.,



To



ARTMAN & MOORE, Dr

Manufacturers of and Dealers in

Carriages, Wagons, Carts, Harness, &c.,

ALSO A FULL STOCK OF IRON AND CARRIAGE MATERIAL, ALWAYS ON HAND AT THE LOWEST FIGURES.

May 2nd	To Top on ice Cart	7 50
" "	Setting Cart tire	1 50
" "	To drilling & bolting Tire	1 00
		<u>\$10 00</u>

Int. from ~~Sept~~ 1 Sept 1877
Correct
E. B. Brice

Singleton & Co
Suffolk va
\$10.00

1

ORDERS CAREFULLY AND PROMPTLY ATTENDED TO

Suffolk, Va., *Apr 19th*

1877

Ship Singleton & Co

B. F. Cutchin,
W. B. Wellons

Bought of **B. F. Cutchin & Co.**

DEALERS IN

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

Terms Nett Cash.

COUNTRY PRODUCE BOUGHT.

Cor. Washington and Sycamore Sts.

1877
Dec 21 3 Flour Barrels - 16⁰⁰ 75
30 3 do do 16⁰⁰ 75
Int. from 1 Feb. 1877 \$ 1.50

Correct
E1815

Miss Singleton Dec

\$150

✓

✓



114. ³¹

SUFFOLK, Va., May. 29th 1877

Thirty Days after date we promise to pay unto
Capt Thos. R. Gaskie or order, negotiable and payable at the Office of
Discount and Deposit of the **FARMERS BANK OF NANSEMOND**, in
Suffolk, without offset *One Hundred & fourteen* — Dollars,

31 Cents, for value received; and it is agreed upon by the
parties that the interest on this Note shall be at the rate of per centum per
annum, payable in advance; and we, principal and endorsers, hereby waive the benefit
of our Homestead Exemption as to this debt.

Credit the Maker.



Singleton & Co

Pay on the within
Twelve dollars

May 30/77

511 Leo

\$12⁰⁰

Thos R Haskins

20th June Paid
Ten dollars in part

Thos R Haskins

Thos R Haskins

Balance June 70th 77 92.26

J. W. H.

to one of the

Singleton & Co

1875

To John D. Johnson

4000 feet $\frac{3}{8}$ plank 40

100 boxes at 25-ch 25

To be credited \$ 65

by check to John Talbot 40

\$ 25

shown to before me
Sept. 10th 1878. P.B.P

Int. Am 1 Jan. 1876

1877 May 19th Due Sterling James three dollars &
eighteen cents:

Singleton & Co
for Benjn Riddick

Saffron July 23/1877 Received two and
fifty cts on the within due bill
\$ 2.50 John W. Hoffman agt.

Let. Stealy. how

your dollar worth

400

\$2⁰⁰

Singleton Ho

apl

210777

Proving me

1877 March 24th Furmest Steeting
James two dresses in goods

Singleton & Co

To Mr J. C. Hoffman

The correspondence of the trade is invited, with the hope that it will be mutually advantageous.

Very truly,

~~GEO. W.~~ SINGLETON & CO.

Oyster Packers, Suffolk, Va.

 Refer to John R. Kilby, Esq., Peter B. Prentis, Esq., Willis S. Riddick, President Farmers Bank of Nansemond, John R. Copeland, Cashier Farmers Bank of Nansemond.

Mess Singleton & Co

To John Hoffman agt Dr

1877						
March	8	20	3	flour Barrels	1/6	75-
"	22	"	1	"	do 1/6	25-
"				"	do 1/6	1 00
April	3	1	"	do	1/6	25-
					Cast	1 25-
						90
						1 35-

Messrs Singleton & Co.

1877.		To John Hoffman a/c	Dr
March	8 ^{to} acct. for Bobs		1.25
"	24 ["] order for Stertz Jan		2.00
April	21 ["] amt of order	" "	2.00
May	19 ["] due bill for	" "	3.18
"	22 ["] 26 order checks - 15 ^y		3.90
			12.33

March	8 ^{By} Cash on acct dated March 8	90	
July	23 ["] Cash on due bill dated May 19	2.50	3.40
			8.93

The above acct is correct
E.B.B.
Int. from 1 Sept. 1877



Suffolk, Va.,

187

Meep Singleten & Co



A. S. ELEY,

DEALER IN

Drugs, Paints, Oils, Window Glass,

VARNISHES, DYE STUFFS, GARDEN SEEDS, WINES and LIQUORS,

Hardware, Sash, Doors and Blinds.

1877 Terms

Sept	22	27 Rkg Envelopes	4	1 08	
"		2 doz lamp wicks		30	
23		25 steel pens ²⁰ 3 pen holders ²⁰		40	
"		1 Rb bot Davis Ink		50	
26		250 Envelopes		75	
"		3 Blank Books	4	20	
Octo	13	1 Lamp burner		20	
"		2 doz #0 wicks		30	
19		1/2 Ream Paper	1	25	
"		1 Blank Book	1	25	
Nov	9	500 Envelopes	1	20	
Dec	11	1/2 doz #2 chimneys		60	
1877	12	1 lantern ¹⁵⁰ 1 gross pens ¹⁰⁰	2	50	
Jan	31	1/4 thousand Envelopes		63	
Feb	28	4 lbs mixed paint		90	
Int. from 1 Jan. 1878					\$16.06

22
Ingleton sho
ape

Wm. Singleton & Co

Bought of Steward & Kiddick

1876

Mar 22	1/2 Tm Ant Coal	7 ⁰⁰	3 50
Oct 4	3 " " "	5 ⁵⁰	16 50
"	Hauling 3 tons Coal		1 20
22	1/2 Tm Egg Coal (Jno. Jackson)	5 ⁵⁰	2 75
Dec 2	1/2 " " "	5 ⁵⁰	2 75
16	1/2 " " "	5 ⁵⁰	2 75
1877 Mar	186 Lime Bags	15 ⁴	27 90
June 25	10 1/2 Tons Lime	5 ⁵⁰ 55.46	
	Lef 100	5.55	49 91 \$ 107 26

1876

Oct 9	By 1/2 Tm Lime (D + M)	1 88	
Nov 6	" 8 bushels " (Jm Hill)	96	
8	" lease	13 00	
11	" Lime to Pierce & Pender	10 06	
Dec 18	" " " C. P. Leopeland	2 75	28 65

Balance due \$78 61

Suffolk Va

Int. from 1 July 1877

Apr 9th 1878 This day John J. Riddick
Personally appears before me in the Town
of Suffolk: Va & made oath that the
above acc is just & true, to the best of
his knowledge

John P. Leopeland - Council
man for the Town aforesaid

Singleton & Co

\$48 $\frac{61}{100}$

✓

Singleton & Co. Dr.
To. Robt. Lafetter

To. services as Lime hand from 1st Feb. to 25 May 1877 - 73 days @ \$1-

Cr. By a/c of acct.

\$ 73.00
~~43.00~~ \$ 43.00

By taxes paid Bal.
for 1876

\$ 30.00

10 40

Bal. =

\$ 19.60

Int. from 1 Oct. 1878

73 00

✓

Singleton & Co
ack.
£73⁰⁰

To. Robt. Sepulch

Singleton Hes.

To Capt. Jas. King

1877

Feb.

7

To amt. of due Bill of this date

12

By cash

\$ 124 69

70 00

\$ 54 69

Sub. on \$54.69 from 12 Feb.

1877 to

W. J. Kelly, atty.

Singleton Hco.
To

Alfred Adkins Dr.

1877

Mar. 31 To amt. of due Bice
By cash

\$ 50 70
5 00
\$ 45 70

Int. from 7 Apl. 1877

Wilbur J. Kilby
att.

Wm Cherry

✓

Pay for R. Van Veen 20/75.

Samuelson & Co. H.C.

To R. Van Veen 1/77

To 1 note given Sept 6/77 balance
of account - \$160.45

Pay for R. Van Veen 20/75.

Samuelson & Co. H.C.

To R. Van Veen 1/77

To 1 note collected at time of
R. Van Veen for \$170.00, balance \$1.70 & R. Van Veen
of \$1.70, Nov 7/77.

+ 1 1/2 for services rendered
- \$20.00

NOTICE!

To all Parties Indebted to the Late Firm of Singleton & Co.:

Having been appointed, by the Circuit Court of Nansemond County, Receiver of the late firm of SINGLETON & CO., in place of WM. CHERRY, deceased, late Receiver, the Books and Accounts are all now in my hands for collection and settlement, under instructions to close the same by suit or otherwise. All accounts not paid on presentation will be placed in the hands of Officers or Attorneys for suit.

Below you will find Statement of your account, which please remit without delay.

WM. L. DAUGHTREY, Receiver,
SUFFOLK, VA.

STATEMENT.

Suffolk, Va., July 18 1878.

No. 101 - P. 184 - 185

T. SINGLETON & CO., Dr.

	To Mdse.		\$
1877			
1877	1000	1000	1000
1876			
1875			
1874			
1873			
1872			
1871			
1870			
1869			
1868			
1867			
1866			
1865			
1864			
1863			
1862			
1861			
1860			
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The within has been allowed as a credit on claim
of Mrs: Pierce at Singleton Ho, now held by
Warden & Elr, bearing amo: due, as reported
among debt, &c. \$61 ⁴⁹

NOTICE!

To all Parties Indebted to the Late Firm of Singleton & Co.:

Having been appointed, by the Circuit Court of Nansemond County, Reeiver of the late firm of SINGLETON & CO., in place of WM. CHERRY, deceased, late Reeiver, the Books and Accounts are all now in my hands for collection and settlement, under instructions to close the same by suit or otherwise. All accounts not paid on presentation will be placed in the hands of Officers or Attorneys for suit.

Below you will find Statement of your account, which please remit without delay.

WM. L. DAUGHTREY, Receiver,
SUFFOLK, VA.

STATEMENT.

Suffolk, Va., ... 187

No. 73 To ...

T. SINGLETON & CO., Dr.

1875	To Mdse.	\$ 2.15
"	TB. 15 months	2.50
1877	TB. TB. 15 months	3.39
		<u>5.04</u>

The within has been allowed as a credit in
claim of B.B. Dunsen vs Singleton Ho-
lmes and the Dunsen of \$3⁸³, as
refuted among debts

Cornwall

577
215
362

✓ ~~Trifah Singleton's a/c~~ ~~#4.~~ ~~\$8.50~~
~~Intst fm 1st Jan'y 78 to~~

✓ Farmer's Bank of Hannemond note #22..
Intst fm 5th Octr/77 to

Endorsed by A. S. Eley

✓ Farmer's Bk. of Hannemond note #70
Intst fm Aug^t 9th/77 to 14th Mar 78

✓ Cr Mar 14th 78 Paid Proceid of Cot Bond #38.77

Endorsed by C. W. Lapiter

✓ Far's Bk. of Hann' over dft on a/c #7.25
Intst fm 1st Octr/77 to

✓ Far's Bk. of Hann' note #80..
Intst fm 29th June/77 to

Endorsed by Jas. Little & son

✓ Commercial Bank note due Oct 13/77 #40..
Intst fm 13th Octr to

Endorsed R. S. Elam & Co

✓ Commercial Bank note due Oct 13/77 #12..
Intst fm 13th Octr 77 to

Endorsed by Elam & Hathaway

offer ✓ B. B. Dumville bal on P.O. a/c #5.77
2.11-
362

~~Suffo Herald's a/c (Objected to by Bnle)~~ ~~#1.50~~
~~Intst fm 1st Jan'y 78 to~~

✓ Wm H. Morris & Son's a/c bal. #2.00

✓ Stewart & Reddick's a/c bal. #78.61
Intst fm:

~~Jos. Little & son a/c~~ 20.47

✓ Wm. Eley co Treasr Jan a/c 1877
No: 2

✓ Jan. Jan. 1877 \$9.01

~~Intst fm 1st Jan'y 78 to~~

1878

Wm. Cherry Receiver of Singleton & Co.

Submits to your Honor the following items of

Expenses, &c. as per vouchers for -Cr-

Octr 18	By paid for Removing Desk & Books of the firm	\$0.15 ✓
" 19	" paid for phge stamped Envelopes	.82 ✓
" 24	" paid for 100 -1¢ postage stamps	1.00 ✓
" 27	" paid B. B. Dumville for P.O. bot rent to 1st Jan'y	2.00 ✓
" 31	" paid a/c Christian Sun	8.30 ✓
" "	" " " Suffo Herald	2.50 ✓
" "	" " Stamp on chkr	.02 ✓
Nov 8	" paid D & Eley a/c v's Singleton & Co. offsch	37.60 ✓
" 20	" paid for Telegram to Bk at Lynchburg. H. A. Green note	.50 ✓
" 26	" paid for a/c paper	1.00 ✓
Decr 12 1878	" paid Express for Package from J. H. Perrell	2.50 ✓
Jan'y 12	" paid " " " " "	3.50 ✓
Feb'y 20	" " " " " " F. Perry, abingdon wa	2.50 ✓
Mar 14	" paid Far's Bank Proceid of B. G. Smith's Cot. Bonds Hypothecated to the said Bk by Singleton & Co	38.77 ✓
" 30	To paid Christian Sun office as per bill & Rb	2.00 ✓
April 4	" " Suffo Herald a/c	2.00 ✓
" 6	" " B. B. Dumville P. M. a/c (by Cherry Recem)	4.51 ✓
" "	" " B. B. Dumville P.O. a/c for S & Co	5.89 ✓
" 8	" " Ro: Lapiter of sale on his a/c	4.30 ✓
" "	" " Wm H. Morris & son on a/c	2.50 ✓

No: 3.

A list of Claims vs Singleton & Co made known to Wm Cherry Receiver of said firm, by publication in the Suffolk Herald & Christian Sun for 4 weeks in succession see copies of the notice filed herein with the a/c of each for publishing - Wm Cherry Receiver of Singleton & Co.

To J. A. Atwater At York a/c for - \$115.38 ✓
Intst at 7% fr ct fm Mar 10th 1877 to.
Cost of suit

Darden & Eley assignees of
To Eva M. Leoupin admr
a/c for Bal on Rent
Intst fm 1st Sept 1877 to.

To Chas. Palmer Srdgt for - \$75.00 ✓
" Intst fm 1st Sept 1877 to
" Cost of Suit 8.20

To Capt Geo. Bush draft on Far Bk of maind X \$65.75
" Intst fm 11th April 1877 to
" Cost of Protest JNW + 1.51

To Geo Hoffman a/c approved X \$8.93
" Intst fm 1st Sept 1877

To B. H. Hutchin & Co a/c approved X \$1.50

To Capt Tho R. Gastim note bal due X \$92.26 ✓
" Intst fm June 20th 77 to

To Jas. King Due bill. Bal due X 54.69
" Intst fm July 12th 1877 to
cr. - \$12.00

To Darden & Eley Bal on a/c X \$7.11
" Intst fm June 1st 1877 to

" note due at com Bk endorsed by D & Eley X \$185.00
" Intst fm 14th Novr 1877 to

To Alfred Atkins bal on due bill X \$45.70
Intst fm 7th April 1877 to

To Wm L Daughtrey note X \$163.45
" Intst fm 6th Sept 1877 to

" Wm L Daughtrey a/c approved ✓ \$20.00
" note at Far Bank Endorsed by W L D to this 170 "
" Cost of protest 1.25
" Intst fm 7th Novr 1877 to.

To A. S. Eliy a/c X \$16.06
" intst fm 1st Jan'y 1878

To Ro Lapiter a/c for Labor 30.00
" Intst fm July 15th 77
cr. from State to 1876 \$10.40

To Geo P. Johnson Jackson a/c for Labor 10.00
cr. from

Singleton L

$\frac{4}{5}$

Brett L

Evidences & Memoranda

of

Watts

1. Oct. 1878

Peter B. Brewster.

Comptroller

Mr Cherry Receiver of the firm of Singleton & Co
reports that when he took the books in possession, he went
over the Ledger of 76 & 77 - find unbalanced a/c's on

Said Book amty $\$1801.18$ ~~$\$1114.71$~~
Find on Limer Ledger 76 & 77 1114.71

" Notes by various Persons amty to 302.11

" on Ledger 1874 & 5, unbalanced a/c's 2785.06
Total amt $\$6003.06$

a great many of a/c's are owing by non residents
Some have offsets, some disputed, some dead, & others
Insolvent, or uncollectable, such being the condition
of the Books, that it is impossible for me to say, ~~how~~
what amt could be collected

Respectfully
Mr Cherry Receiver
of Singleton & Co

Wm. Cherry —
Re, herb

Receipt of Singleton & Co

At a Circuit Court, continued and held for Hanson and
County, the 15th: day of October, 1879:

George W. Singleton, in his own right,
and as late partner in trade, doing business
under the firm and style of Singleton & Co. ... Plaintiff

Against E. In Chancery

E. B. Brill, late partner in trade, doing
business, under the firm and style of
Singleton & Co. and B. B. Dunmire, Postmaster &c. Defendants

This Cause, came on this day to be again heard on the
papers formerly read therein, and on the Reports of
Collections, by W. L. Daugherty, filed by him, in this Cause,
on the 8th: day of April, 1879 and the 15th: day of October
1879, respectively, and was argued by Counsel:

On consideration whereof, the Court doth confirm the said
two Reports, to which no exceptions have been filed, and
doth adjudge, order and decree, that said W. L. Daugh-
erty, Receiver, out of the sum of \$152⁸⁹, shewn to be in
his hands by his said Report, filed on the 15th: day of
October, 1879, in this Cause, first pay all unpaid costs
of this Cause to be taxed by the Clerk of this Court, and
then pay out and distribute the residue of said sum
of \$152⁸⁹, pro rata, to and among the Creditors of
the late firm of Singleton & Co. whose claims have
been proved in this Cause, as set forth, in the Report of
Commissioner Prentiss, filed in this Cause on the 1st: day
of October, 1878, taking into account, the payments which
have heretofore been made, in part of said claims; and
said Receiver will make Report to Court of his pro-

ceedings under this decree, and file therewith the receipts
which he will take of the parties, to whom he may make
payments, ~~under this decree~~, in pursuance hereof.

A Copy:

Teste:

Unpaid Costs,

estimated to be } \$5⁰⁰
sent down }

Peter B. Pentis. Clerk.

Xiii

Singleton &

23rd { Copy Received - Oct 10:
{ Jan 1879

Thos L. G.

To the Circuit Court of Chaussemond County
Virginia

In pursuance of a decree of said
Court pronounced at the October Term thereof
in the year 1879 in a cause in Chancery
in said Court depending between Geo W.
Singleton Plaintiff and E. B. Britt and others
Defendants, a copy of which decree is here-
unto annexed, the undersigned, Receiver
of the late firm of Singleton, & Co., respectfully
reports to Court that he has paid all
unpaid costs of said cause out of the
sum of \$152.89 in his hands and has
paid out and distributed the residue
pro rata to and among the creditors of
said late firm, whose claims have been
proved in said cause, as will more
fully appear by the following statement
and annexed vouchers:

Statement

By amt. in the hands of the
Receiver as stated above.

To paid P. B. Prentiss Clerk costs, per rect.

\$ 152 89

5 00

\$ 147 89

✓	To paid T. S. Attwater 9 1/2 per cent (per rect.) of \$90.18	\$	8 57
✓	" " Stewart & Riddick do. " of 84.50		8 03
✓	" " Chas. L. Palmer " " " 88.71		8 43
✓	" " Alfred Adkins " " " 50.06		4 96
✓	" " James King " " " 46.88		4 68
✓	" " Darden & Eley " " " 61.49		5 84
✓	" " A. S. Eley " " " 16.78		1 59
✓	" " John Hoffman " " " 9.46		90
✓	" " John P. Johnson " " " 29.12		2 77
✓	" " Benj. Riddick " " " 63.26		6 01
✓	" " Thos. R. Gaskeins " " " 99.34		9 44
✓	" " B. F. Cutchin & Co. " " " 1.65		16

15.92

carried on

\$ 641.43

\$ 61 38

\$ 147 89

	brought on	\$ 641.43	61 38	147 89
✓	To paid John Bush 9 1/2 percent (correct.) of	73.05	6 94	
✓	" " Artman & Moore " " "	10.65	1 01	
✓	" " Darden & Eley " " "	7.67	73	
✓	" " Commercial Bank " " "	194.80	18 55	
	" " W. L. Daughtrey & Co. " " "	173.89	16 52	
✓	" " Farmers Bank " " "	180.43	17 14	
✓	" " Same " " "	23.32	2 22	
✓	" " Same " " "	34.83	3 31	
✓	" " Same " " "	86.00	8 17	
✓	" " Same " " "	7.68	73	
✓	" " Commercial Bank " " "	42.40	4 03	
✓	" " Same " " "	12.72	1 21	
✓	" " Robt. Lassiter " " "	20.77	1 97	
✓	" " John P. Johnson " " "	10.60	1 01	
✓	" " B. B. Dunville " " "	3.83	36	
✓	" " W. H. Morris & Son " " "	2.12	20	
✓	" " Isaiah Langston " " "	4.16	40	
✓	" " W. L. Daughtrey " " "	21.20	2 01	
		\$ 1551.55	\$ 147 89	\$ 147 89

Respectfully submitted This 5th day of ~~April~~ ^{May}, 1880.
 Wm. L. Daughtrey

1879 Dec. 4th Received of W. L. Daughtrey,
Receiver, the several sums of money charged
in the foregoing account as paid to us
and set opposite our names as follows:

Commercial Bank (for Darden & Eley) by Wilbur J. Kilby Atty.	\$18.55
Darden & Eley By Wilbur J. Kilby Atty.	73
Darden & Eley By Wilbur J. Kilby Atty.	5 84
James King By Wilbur J. Kilby Atty.	4 68
Alfred Adkins By Wilbur J. Kilby Exor.	4 96
Chas. Palmer By Wilbur J. Kilby Atty.	8 43
T. S. Atwater By Wilbur J. Kilby Atty.	8 57
Bryant Dick	6 01
Isaac Langston	40
J. N. Caplan Cor Farmers Bank	2 22
J. N. Caplan Cor Farmers Bank	3 31
J. N. Caplan Cor Farmers Bank	8 17
J. N. Caplan Cor Farmers Bank	73
J. N. Caplan Cor Farmers Bank	17 14
Thos R. Gaskins by Geo H. Wright Atty.	9 44
Wm. M. Spaulding for Commercial Bank	4 08
Wm. M. Spaulding for Commercial Bank	1 21
Wm. M. Spaulding Postmaster	38
Artman & Moore	1 01
A. S. Eley	1 59
Stewart & Richards	8 03
B. T. Cutchin do -	16
John Hoffman	90
John Hoffman	1 97
Peter B. Prentiss Clerk	8 00
W. D. Morris & Son for Price	20
John Bank Jr	6 74
John P. Johnson	2 77
John P. Johnson	1 01
W. L. Daughtrey for	16 52
W. L. Daughtrey for	2 01
	2117 89

Geo. W. Singleton

vs. } In chy.

E. B. Britt & al

Receiver's Report of
2nd. distribution

1880. April 5th: Filed.
clk.

Recd of W. L. Daughtry, Receiver for
England & Co Three dollars for
Commission in Selling Books at
public Auction, on 10th inst.

W. Brennan

Crier

PROVISIONS,

Fancy Groceries, Liquors,

DOMESTIC DRY GOODS,

Cheap Clothing,

NOTIONS,

BOOTS & SHOES, HATS,

Glassware & Queensware.

Office of

W. L. DAUGHTREY & CO.

Wholesale and Retail Dealers in

General Merchandise

Suffolk, Va., April 14th 1879

Rec'd of W. L. Daughtrey the sum
of one dollar (\$1) being charges
made on selling one officer
desk of Singleton & Co.

I. Brinkley & Son
books

$$\begin{array}{r}
 116.77 \\
 115.69 \\
 \hline
 118.7^{\circ}
 \end{array}$$

115.77

T

Oct 14. To the Receiver of the
of Receiver, but not to make
part of the assets of the estate.

152.00

The undersigned avows that he did not proceed to sell said books and acc'ts until after he had become thoroughly satisfied that they were all insolvent and uncollectable for various reasons by continued attempts to collect the same, many of the acc'ts having been paid before they came into my hands and the proper credits thereof having not been made.

Respectfully Submitted this 15th day of October 1879.

W. L. Daugherty
Receiver.

Singleton
vs. } In chy.
Britt

Report of collections
By
Receiver, W. L. Loughtrey
No. 2

Entered 15 Oct, 1879

1879. Octo: 15th: Filed.
clh

At a Circuit Court continued and held for Nansemond County, the 12th day of October, 1878.

George W. Singleton, in his own right, and
as late partner in trade, doing business under
the firm and style of Singleton & Co. . . . Plaintiff.

Against { In Chancery.

E. B. Brett, late partner in trade, doing
business under the firm and style of Singleton & Co.
and B. B. Dumville, Postmaster &c . . . Defendants.

This Cause came on this day to be again heard on the papers formerly
read therein, and on the Report of W. L. Daughkey, Receiver, being a
Report of payment of debts, made, in pursuance of the Decrees of
this Court, pronounced at the April Term thereof, and on the 6th day
of July, in the year, 1878, respectively, in this Cause, and on the Report of
Commissioner, Peter B. Prentiss, being a Report of debts under said
Decree of April Term, 1878, of this Court, approved by the parties to
this Cause, and was argued by Counsel:

On Consideration whereof the Court doth confirm the said two
reports, to which no exceptions have been filed, and doth adjudge,
order and decree, that said W. L. Daughkey, Receiver, with the
sum of \$125, retained by him, and the balance of \$349 in
his hands, as set forth in his said Report, made in pursuance of
said decree of April Term of this Court, in the year, 1878,
proceed to pay any unpaid costs of this Cause, and pay
J. S. Atwater his pro rata share, with the other creditors of
said Singleton & Co, of a judgment for \$47.⁸⁸ and costs and
interest recovered by him, in his suit, at law, at this Term of
this Court, and then ^{pay} to John H. Wright, Counsel for said

Receiver, in defending said suit, a fee of \$20; and that said Receiver proceed to collect and reduce to money the choses in action and personal assets of Singleton & Co; not heretofore collected, and make Report thereof to Court, as well of his proceedings under this decree.

A Copy:

Seale,

Peter B. Prentiss. Clerk

Xm

George W. Singleton & Co

vs { Copy Decree

E. B. Britt Esq

NOTICE!

To all Parties Indebted to the Late Firm of Singleton & Co.:

Having been appointed, by the Circuit Court of Nansemond County, Receiver of the late firm of SINGLETON & CO., in place of WM. CHERRY, deceased, late Receiver, the Books and Accounts are all now in my hands for collection and settlement, under instructions to close the same by suit or otherwise. All accounts not paid on presentation will be placed in the hands of Officers or Attorneys for suit.

Below you will find Statement of your account, which please remit without delay.

WM. L. DAUGHTREY, Receiver,
SUFFOLK, VA.

STATEMENT.

Suffolk, Va. 1875

No. 1000 T.B. 1000

To SINGLETON & CO., Dr.

To Mds.

\$ 3.55

Disputed at
March 1/75

W. R. Butler
ap #3.53-

divided

rd Hon. Geo. Blow Judge of the Circuit Court of
 Nansemond County

The undersigned Receiver of the late
 firm of Singleton & Co appointed under an order of
 the Circuit Court of Nansemond Co., pronounced at
 the October Term 1877. begs leave to submit the
 following report of his Transactions under the said
 order. The books of the said firm came into my
 hands on the 18th day of October 1877. and the
 following sums have been collected, and deposited
 in the Farmers Bank of Nansemond to the Cr of
 Wm Cherry Receiver of Singleton & Co; all of which is
 respectfully submitted — Wm Cherry Receiver
 of Singleton & Co.

		Dr.	Cr.
1877	Wm Cherry Receiver of Singleton & Co		
Oct 18	Lo recd of E. Demuth a/c	\$10 80	
" "	" " " James House "	4 75	
" 20	" " " Danl Jordan in pt for purchase		
" "	of oysters on Globe flats owned by S. C. & Gaskins	5 ..	
" 27	Lo recd of Jno. H. Greer a/c Compromised	10 ..	
" 29	" recd Ro. H. Halland a/c for Lime	10 50	
" "	" recd of D. C. Winston att on J. H. Hoggan a/c	6 ..	
" "	" " " M Kellogg bal on a/c	7 78	
Nov 1	" " S. S. Alsop a/c Compromised	5 40	
" 3	" recd of E. H. Powell a/c for Lime	1 ..	
" "	" " of Walter Lapiter bal on a/c	2 65	
" 8	" " A. S. Darden a/c	26 02	
" "	" " R. S. Eliot "	11 28	
	amt Carried Forward	\$101.18	

		Dr.	Cr.
1877	To amt. bro Forud.	\$101 18	
Nov 8	" recd of Darden & Ely a/c	30	
" 9	" " D. L. Hardy note & inst	33 89	
" 12	" " J. B. Vaughan's a/c	1 40	
" "	" " H. H. Hodges' a/c	12 37	
" 13	" recd of Jasper J. Phillips for possession of		
"	Will's Island flats	2 30	
" 15	To recd of M. T. Lawrence a/c	1 35	
" "	" " of Geo. R. Kelly Collect ^r A. A. Halland	12 30	
" "	" " of Dan Jordan for oysters on Globe flats	5 ..	
" 17	" " of G. W. Blount & Bro att ^s Collect ^r of		
" "	Wm. Lamm	110 15	
" "	" recd of J. E. Ballard a/c	30	
" "	" " of Wm R. Butler a/c	8 12	
" "	" " of Jason Reid	80	
" 20	" " of Wiley Riddick on a/c	15 ..	
" "	" " of R. A. Barrett	21 16	
" 21	" " Jos: King's a/c	30	
" "	" " Randolph Rauls' a/c	3 60	
" 23	" " Geo: T. Kurney a/c	82	
" "	" " E. A. Outland's a/c	27 25	
" 24	" " Anthony Person's a/c	1 75	
" "	" " Wm S. Wright's "	5 ..	
" 27	" " C. A. Richs	3 30	
" "	" " Wm E. Darden's a/c	6 75	
" 29	" " Josh: Simon's a/c	1 65	
" 30	" " J. R. Daughtrey a/c	62	
Dec 4	" " J. L. Markham's "	1 65	
" 6	" " Elisha Williams "	11 30	
" 10	" " Geo: G. King's "	1 80	
" "	" " Jas: Goodman's "	1 94	
" "	" " Ro: archer's "	4 57	
	amt carried over.	\$399 02	

		amt Bro Forud	
Dec 11	To rec'd W. M. Roberts' note		\$399.02
"	"		6.00
"	" " " " L. Gray's ape for lime		1.80
" 12	" " " J. H. Persell pr Express for ape for lime		100.00
" 14	" " " Jacob Philhour ape for lime		4.00
" 15	" " " Jno A. Hutchins " " "		3.70
" 20	" " " Nathl Wright " " "		2.10
"	" " " of Danl Jordan for oysters from		
"	Glete. flats		5.00
" 21	To rec'd of Jas ^r Cones ape for lime		3.30
" 28	" " " Abm Duke " " "		5.00
" 31	" " " Jno D. Holland note		8.00
"	" " " Jno W. Roberts' note		14.00
"	" " " J. E. Butler		18.00
"	" " " J. C. Griffin		48.00
"	" " " H. E. Johnson		4.00
1878 Jan 2	" " " G. D. Cutler Trustee for the creditors of Jas J. Lester 40 pr ct on note compromised		15.37
" 5	To rec'd M. L. Rayford's ape for lime		10.50
" 7	" " of G. D. Cutler bal. on note of J. C.		
"	J. Lester Compromised		1.00
" 8	" rec'd of S. A. Eley on Lime ape		10.45
" 12	" rec'd of J. H. Persell bal Lime ape		127.00
" 14	" rec'd of J. C. Causey Lime ape		4.67
"	" rec'd of Josiah G. Pearce. note & intk		8.06
" 16	" " of Jno R. Kelly for	ape Lime	4.00
" 19	" " " Mrs Sarah Norflut Lime ape		3.00
" 29	" " " Richd Eley Lime ape		11.35
Feb 2	" " " Hillary Cones on Lime ape		5.00
amt. Carried Forward			\$822.52

1878	Amt Bro For us.	\$822 52
July 5	To recd of Henry Copeland Lime ape	4.49
" 14	" recd of Benja. H. Hannaford ape	3.30
" 16	" recd of Willis S. Riddick's 400's ape	6.57
" 20	" " " Fanny Perry bal on ape	9.75
" 16	" recd of O. H. Baird ape for Lime	78.00
Mar 11	" " " Stephen Archer ape for Lime	1.00
" 14	" " " B. G. Smith's note payable in cotton	38.77
(Inver Entd)	" " " David & Day ape	~~5.00~~
"	" " " Jno. T. Morgan's ape for lime	3.95
"	" " " Jt. of Ro. W. Adlin's ape	2.80
apl. 6	" " B. B. Dumville ape	3.39
" "	" " B. J. Dumville	2.50
" 8	" " Re: Lafitte's ape offset	43.00
"	" " Wm. H. Morris & son	2.50
		<u>\$1022.74</u>

No 1
 Mrs Cherry's Report of
 Transactions as Receiver
 of Singleton & Co

The order of Court does not authorize me to take an acct
 of the debts due by ^{the firm of} Singleton & Co, but at the suggestion of Council,
 in order to facilitate the distribution of the funds in hand, I
 have advertised for claims v^s the firm to be presented, (Vouchers
 for said advertisements being here with filed) beg leave to report
 the following list of claims presented up to this time: see
 list marked no. 3. In consideration of the time & labor besto-
 wed from the time I was appointed Receiver to the present time
 (which has occupied a large portion of my time) respect-
 fully ask your Honor to allow me a commission of 10 per cent
 on the Receipts, as less would be inadequate to compensate me;
 that Commission is given me by some ^{persons} without being required to give
 Bond & security for 5000^{ff}

Respectfully Submitted
 Mrs Cherry Receiver
 of Singleton & Co.

No: 1
 Mrs Cherry's Receiver of
 Report of
 Singleton & Co
 Receipts

Nansemond County, to wit:

To F. C. BUTLER, Constable of Said County:

I HEREBY COMMAND YOU TO SUMMON

if to be found in your district, to appear at

on the 8th day of March

, 1879, before me or some other Justice of the said County

as may be then there to try this warrant, to answer the complaint of

of Singleton & Co

upon a claim for money not exceeding fifty dollars, exclusive

of interest, to wit: for the sum of

58

cents, due by

an acct

Three

dollars and

and then and there make return of this warrant.

Given under my hand this 1st

day of

March

, 1879

J. P.

day of

18

JUDGMENT.—That the Plaintiff recover of the Defendant

dollars and

cents, with interest from the

day of

18

till paid, and

for his costs.

J. P.

day of

18

Judgment having been rendered in this case for

dollars and

cents, exclusive of interest and cost, and the defendant having requested stay

of execution upon the said judgment, whereupon

undertook as tho

surety of the said

for the payment of the said Judgment, execution

is stayed thereon for

days from the date.

J. P.

NANSEMOND COUNTY, to wit:

To F. C. BUTLER, Constable of the said County

I COMMAND YOU, in the name of the Commonwealth of Virginia, that of the goods and chattels

of

in your County, you cause to be made the

sum of

dollars and

cents, with interest thereon from the

day of

18

, till paid, which

has recovered before

in a warrant in debt: and also the sum of

cents, which were adjudged to said

for cost in prosecuting his said warrant.

Given under my hand this

day of

18

J. P.

Cause heard, and, dismissed at Jeff's
cost $\$1\frac{10}{100}$. March 8th 1879.

J. H. P. Daughtry J. P.
also
30¢ for serving where
1.50 " Cause-officer

W. L. Daughtry
Receiver of Longhorns

vs

W. R. Butler

March 5th 1879

I have this day
executed the within
warrant.

J. L. Butler Const
" "

Due Wm. C. Keland for hauling
one dollar & fifty cents.

Jan. 31/74 Wm. C. Keland (m.c.)

William Lope
Land

Pro. W. Ingelton & Co. Dr
Chas. North

1876	Oct 34	~~57~~ 2 lb nails 10 ^c 5 ² / ₄ 3 Imps 100. 90	\$ 1. 00
"	13	By order of W. for Archer & No Day	4 25
Nov.	17	4 lb nails 20 ^c 3 lb nails 15 ^c 2 lb nails 10 ^c	45
"	29	2 \$ 10 ^c 10 ^c 5 ^c 1 lb nails 5 ^c	15
Dec	26	2 bbls - 60	60
1877	"	on State Dr at Sunday times for Hand	1 40
May	4	Whiskey for Dec	\$ 2. 00
"	27	2 lb nails at 5 ^c for lb	10
"	30	2 \$ Dr - "	10
July	27	3 \$ Dr - "	15
March	8	2 \$ Dr 9 ^c 14 ^c 3 lb 15 ^c	25
		6 oyster Checkers = 15	\$ 10. 45

order of Copeland
B. W. D. August 29
1878. by C. & A. T.
J. L. W. D.

\$11.35
1.50
12.85

1878 Oct. 16. Received of W. L. Daugherty,
Receiver of Singleton Cos. thirty dollars and
six cents being $33\frac{1}{3}$ per cent of the unpaid
judgment.

Wilbur F. Kier
Atty. for Plaintiff

J. S. Atwater & Co.

Pltffs.

Against

Jury Costs, in the Fi: Fa: which
given 22nd Oct. 1878

Simplex & Co.

judgment for

\$7.88

Sut. from March 8th to 16 Oct. 1878 -

\$8.82

Ch:

\$10.18

Att. Fees

3.50

Stamps

3.80

N. Y. Depositors

13.00

Witness - T. F. Elam

1.50

"

Witness

1.50

~~\$33.48~~ \$90.18

Peter B. Prentiss, Clerk.

\$133.48

56.70

\$90.18

30.06

30.06

28.90

1.16

Suffolk, Va.,

1877

M. W. L. Daughtrey Receiver of Singleton Co.
To SUFFOLK HERALD, Dr.

Book and Job Printing Neatly Executed.

THE HERALD, \$1.50 A YEAR.

Orders Solicited.

78
aug 14 To Printing 500 Names on Envelopes
21 " 300 Statements

45
2 25
3 00

Rec'd Payment J. E. Bookkeeper
for 548

a/c
W L Daughtry
Receiver
Smythton H Co
\$ 300

NOTICE!

To all Parties Indebted to the Late Firm of Singleton & Co.:

Having been appointed, by the Circuit Court of Nansemond County, Receiver of the late firm of SINGLETON & CO., in place of WM. CHERRY, deceased, late Receiver, the Books and Accounts are all now in my hands for collection and settlement, under instructions to close the same by suit or otherwise. All accounts not paid on presentation will be placed in the hands of Officers or Attorneys for suit.

Below you will find Statement of your account, which please remit without delay.

WM. L. DAUGHTREY, Receiver,
SUFFOLK, VA.

STATEMENT.

Suffolk, Va., _____ 187

DINGLETON & CO., Jr.

T&Md

§

Elizabeth Johnson
acct \$2.88

Nansemond County, to wit:

To F. C. BUTLER, Constable of Said County:

I HEREBY COMMAND YOU TO SUMMON

if to be found in your district, to appear at

on the 8 day of

March

, 1879,

before me or some other Justice of the said County

as may be then there to try this warrant, to answer the complaint of

of Kingston Vico upon a claim for money not exceeding fifty dollars, exclusive of interest, to wit: for the sum of

88

cents, due by

an acct

dollars and

and then and there make return of this warrant.

Given under my hand this

1st day of

March

, 1879

J. P.

day of

18

JUDGMENT.—That the Plaintiff recover of the Defendant

dollars and

cents, with interest from the

day of

18

till paid, and

for his costs.

J. P.

day of

18

Judgment having been rendered in this case for

dollars and

cents, exclusive of interest and cost, and the defendant having requested stay

of execution upon the said judgment, whereupon

undertook as the

surety of the said

for the payment of the said Judgment, execution

is stayed thereon for

days from the date.

J. P.

NANSEMOND COUNTY, to wit:

To F. C. BUTLER, Constable of the said County:

I COMMAND YOU, in the name of the Commonwealth of Virginia, that of the goods and chattels

of

in your County, you cause to be made the

sum of

dollars and

cents, with interest thereon from the

day of

18

, till paid, which

has recovered before

in a warrant in debt: and also the sum of

cents, which were adjudged to said

for cost in prosecuting his said warrant.

Given under my hand this

day of

18

J. P.

Singleton & Co. } Cause heard and dismissed
vs. } at Plaintiff's cost, which I
Ladgate Johnson } ascertain to be \$1⁰⁰/₁₀₀ - March 8th
1879. J. H. P. Daughtrey J. P.

W. S. Daughtrey
Receiver of Sights
vs.
L. Johnson

Rec^d of W. N. Daugherty Receiver of Singleton Co Twenty
Dollars, In defence of suit of J. S. Alwater vs. Singleton Co, al-
lowed by decree of Circuit Court at October term 1878

Jas H. Wright, atty &c

Oct 28th 1878.

16. 174. 176.
1.82

1. 5-2

2, C C

2000

117. 65

100000

506

12, 15

17 16

A blank sheet of graph paper with a grid pattern. The grid consists of small squares formed by thin blue lines. A thicker horizontal line runs across the middle of the page, and a thicker vertical line runs down the center, intersecting at the origin. The top-left corner has some faint, illegible markings.

104.02

11. The graph of the function $y = f(x)$ is shown.

751 622 1042

George W. Singleton & Co
& Report of Receiver
E. B. Burt & Co

1879
April 8th: Filed
in Clerk's Office
Peter B. Prouty, clk.
Report of collections
No. 1.
W. L. Daughtry Receiver

Confirmed 15 Oct 1879

1879. April 8th: 1879.
clk.

Singleton & Co.

To Alworth

Dr

Aug, 1878.

To services rendered in filing
supplemental bill, & trip to St. Paul
& appointment of W. L. Dampney re-
ceiver in place of Wm. Cherry decd.

\$10.00

Recd. payment of W. L. Dampney
receiver as aforesaid

Alworth
att. &c.

Mr. *Singleton & Co*

1877.

TO TOWN OF SUFFOLK, DR.

15th Feb.—To Tax on \$

Real Estate at $33\frac{1}{3}$ c. pr. \$100 value.....

" To Personal Property, *2080* at $33\frac{1}{3}$ c. pr. \$100 value.....

" To Capitation, at 50c.....

" To Dogs, at \$1.00 each.....

" To School Tax, at 10c pr. \$100 value.....

693

208

901

Received Payment,

\$

212 Smith

Sergeant.

Singleton & Co
#9.01

Mr. Geo. H. Loughton & Co. Suffer, District No 1,
1877. To WM. ELEY, Treasurer of Nansemond County.

	Dols.	Cts
To State Tax on acres Land, value \$ at 50c, on \$100.....		
To State Tax on Personal Property, valued \$ 2080 at 50c on \$100.....	10	40
Total State Tax on Land and Property.....	10	40
To County Levy, 50 per cent. on State Tax.....	5	20
To Parish Levy, 20 per cent. on State Tax.....	2	60
To County and District School Tax on Property 6½ cts. on \$100.....	1	30
State Capitation \$1, County Capitation 50 cts.....		
Total Tax on all subjects.....	19	50
December 1st, five per cent. added.....		98
	\$20	48

RECEIVED PAYMENT,

THOMAS A. HOWELL, }
Assessor.

Wm Eley, Treasurer.
....., Deputy.

Geo. W. Singleton & Co.

\$19.50
97
20.47

n

P, O

Suffolkape 6 1878

Received of William Cherrey

Receiver for

Singleton and Co Four dollars
and fifty one cts as Bills
to this date

B. B. Somville P. M.

\$50⁰⁰

Received of Wm Cherry Receiver
of Singleton Co. in obedience to
a decree of the Circuit Court
rendered at the April Term 1878.
as my fee as Attorney for the plain-
-tiff in a certain suit therein
pending against the said firm
the sum of Fifty-Dollars.

A. C. Wickens
Att. for Pltff. &c.

A. C. Withers

Recd

50/5

✓

Received of Wm. Cherry, Receiver, Fifty Dollars
(50⁰⁰) atty's fee allowed E. B. Smith out of the funds
of Singleton Co, under a decree of the Circuit Court
of Hayswood Co. pronounced at April term
1878

Bright & Rawles

Suffolk Co

attys for E. B. Smith

April 15th 1878

Wright & Rauber

RT

50 ff

✓

Book and Job Printing, Plain or Colored, Neatly and Cheaply Executed.

Suffolk, Va., Oct 27th 1877.

Mr Wm Cherry, Receiver of Livingston & Co

DUNBAR & WHITLEY, Jr.

PUBLISHERS OF

THE CHRISTIAN SUN.

Oct	24	1000	No 5 Envelopes	\$ 8 75
"	"	1000	Circulars - note	2 25
"	26	To advertisement	35	2 50
				<u>\$ 8 50</u>
Amount Paid				8 50
Dunbar & Whitley,				

Wm Cherry, Recd
of
Singleton & Co.

Vouchers

✓

NOTICE! NOTICE!!

In view of closing the business of the firm of Singleton & Co., and to ascertain the indebtedness of the firm, all persons having claims vs. the firm are requested to prove them, and make them known to me, and all persons indebted to the firm are hereby notified to settle without delay, or they will be placed in the hands of proper officers for collection.

mhl-4t

WM. CHERRY, Receiver,
Of Singleton & Co.

ating. Plain or Colored. Neatly and Cheaply Executed.

Suffolk, Va., March 26 1878

Mr Wm Cherry, Receiver

DUNBAR & WHITLEY, Jr.

PUBLISHERS OF

THE CHRISTIAN SUN.

McK 1 To notice of Singleton & Co
2 insertions

\$2.00

Received Per
March 30th 1878 Dunbar & Whitley

Wm Cherry
Fuglestad & Co

\$ 2.00

✓

NOTICE.

In view of closing the business of the firm of Singleton & Co., and to ascertain the indebtedness of the firm, all persons having claims against said firm are requested to prove them, and make them known to me, and all persons indebted to the firm are hereby notified to settle without delay, or they will be placed in the hands of proper officers for collection.

WM. CHERRY, Receiver
of Singleton & Co.

Feb. 21st, 1878.

feb 27-4t

W. L. CHERRY, RECEIVER IN CHARGE AT THE

Largest Circulation of Any Paper in Nansemond, Isle of Wight, Southampton and Gates Counties.

Suffolk, Va., Apr 4th 1878

Mr Wm Cherry, Receiver

THOS. G. ELAM,
Editor & Prop'r.

TO SUFFOLK HERALD, DR.

NEWSPAPER AND JOB PRINTING OFFICE

187

WASHINGTON SQUARE, NEAR MAIN STREET.

To Pub Card notice
Ltr 4 times

\$ 2.00

Recd paymt

Thos G Elam

Pub Herald

T. G. ELAM.—Largest Circulation of any Paper in Nansemond, Isle of Wight, Southampton and Gates Co's—E. E. HATHAWAY...

Suffolk. Va. 187
Mr Wm. Cherry, Receiver of Singleton & Co

TO "Suffolk Herald," Dr.

Newspaper and Job Printing Establishment,

1877

WASHINGTON SQUARE NEAR MAIN ST.

Oct	24	Ad notice of appointment as Receiver	\$ 2.50
		Rec'd Payment	
		Elam & Hathaway	
Oct 31	1877		

Virginia:

In the Clerk's Office of the Circuit Court of
Nansemond County, on Saturday, the 6th day of July,
1878.

The following order in the following cause, has been, by
George Blow, Esquire, ordered to be entered in vacation,
to wit:

George W. Singleton, in his own right, and
as late partner, in trade, doing business under the
firm and style of Singleton Ho: Plaintiff.

against { In Chancery
E. B. Brett, late partner, in trade, doing business
under the firm and style of Singleton Ho: and
B. B. Duvall, Post Master &c. Defendants.

This Cause came on this, the 5th day of July, 1878, in vacation,
upon the petition of the plaintiff, G. W. Singleton, and the defendant,
E. B. Brett, and was argued by Counsel on consideration
whereof, the Court doth adjudge, order and decree, that W. L.
Daugherty be and he is hereby appointed a receiver in this
Court, in the place of William Cherry, the former receiver,
who has departed this life, and that he do proceed, as soon
as he shall have qualified, before the Clerk of this Court, as
such receiver, by giving bond, in the penalty of Two thousand
Dollars, payable to the Commonwealth of Virginia, and conditioned
for the faithful performance of his duties, as receiver, aforesaid,
and with sufficient surety to do and perform all the duties imposed
upon the said William Cherry, as such receiver, under the previous
orders and decrees of this Court. It is further ordered, that

Washington G. Williams, administrator of William Cherry deceased, turn over to the said W. L. Daughley, all books, papers, accounts and certificates of deposit, which have ^{come} into his hands as such administrator, as aforesaid. It is also ordered, that B. B. Denville, Post Master, deliver all mail matter to the said W. L. Daughley, as aforesaid; and that the Farmers Bank of Newbern pay out, on the order of the said W. L. Daughley, any moneys now to the credit of William Cherry deceased, as receiver, &c. It is further ordered, that the said Daughley receive 5% of all moneys collected by William Cherry, during his life time, paying 5% of the same to W. G. Williams, Adminstr. of Wm: Cherry decd, and that the said Daughley receive 10% on all moneys hereafter collected and disbursed by him, as such receiver, and in all other respects, perform the duties of receiver, as aforesaid, as the law shall direct, and that this Court shall decree, as fully and completely, as though no other had ever been appointed.

A Copy.

Fesle,

Peter B. Prentiss, Clerk

To the Circuit Court of Loudoun County, Virginia:

In pursuance of the decrees of said Court pronounced at the April Term thereof in the year 1878 and on the 6th day of July 1878 in vacation of said Court, respectively, in a cause in Chancery in said Court depending between Geo. W. Singleton Plaintiff, and E. B. Britt and others, Defendants, copies of said decrees being herewith annexed; the undersigned, substituted Receiver of the late firm of Singleton & Co., in the place of Wm. Cherry, late Receiver deceased, respectfully reports to Court that, having executed the Bond required of him before the Clerk of said Court, he received of Washington G. Williams, Administrator of said Cherry's Estate all the books, papers accounts, certificates of deposit of moneys and other evidences of indebtedness to the said firm of Singleton & Co.; that of the sum of \$1022.74, reported by said Cherry as having been collected by him as late Receiver aforesaid of debts due to said firm, as will appear by his Report made in said cause in pursuance of a decree of said Court, pronounced at the October Term thereof 1877; the undersigned found on deposit at The Farmers Bank of Loudoun only the sum of \$792.83, the residue of said sum of \$1022.74, having been expended by said Cherry on account of expenses and in pursuance of order of said ^{Court}, and on other accounts legitimate in the discharge of his duties as said late Receiver as the following statement and vouchers filed herewith will more fully show:

that with said sum of \$792.83, the undersigned has paid the taxed costs of said cause and other items, and, as directed by said decree of April Term of said Court 1878, has retained the sum of \$125. for payment of a contingent debt now in litigation between T. S. Alwater and said Singleton Hes., and has expended and distributed the residue of said sum of \$792.83, to wit, the sum of \$490.57, in payment of 33 1/3 per cent of the debts due by said firm of Singleton Hes., as reported to be due and unpaid by the Report of Comr. P. B. Prentiss, made in said cause in pursuance of said decree of 12th. April 1878, and approved by the parties, — and that there is a balance in the hands of the undersigned of \$3.49 — all of which will more fully appear by the annexed statement and the vouchers herewith filed, as follows:

By amount reported by said Cherry late Receiver as aforesaid of claims due to Singleton Hes. =		\$ 1022 74
To following amounts charged by said Cherry as paid by him for his account book & receipts:		
For envelopes, postage stamps, writing paper, telegrams, express charges &c	\$ 3 64	
" advertisements in "Christian Sun" paper.	8 50	
" do. in "Suffolk Herald" "	2 50	
" amount allowed Larden & Eley on account of claim held by them against Singleton Hes.	37 60	
" Farmers Bank, in full of B. G. Smith's note hypothecated there as collateral security, the same having been collected by said Cherry.	38 77	
Carried on	\$ 91 01	\$ 1022 74

	brought in	\$ 91 01	\$ 1022 74
To paid "Christian Ann" for advertisement		2 00	
" " "Suffolk Herald" do.		2 00	
" " B. B. Sumville. postage acct.		4 51	
" amt. allowed B. B. Sumville in account of claim held by him against Singleton Hes. =		5 89	
" Amt. allowed Ro. Lassiter in acct. of claim held by him against Singleton Hes. =		43 00	
" W. H. Morris Hous. ditto.		2 50	\$ 150 91
			\$ 871 83
To paid A. C. Withers, atty. for the Plaintiff, for decree & expct.	\$ 50 00		
" " Wright & Rawls, atty. for the Defendant, for decree & expct.	\$ 50 00	\$ 100 00	
By Balance left unexpended by said Cherry. =			\$ 771 83
" Interest allowed at Bank.			21 00
" net amt. in hands of W. L. Laughtrey, Receiver. =			\$ 792 83
To paid State taxes for 1877. for acct.	\$ 20 47		
" " Town of Suffolk taxes for 1877 "	9 01		
" " A. C. Withers, atty. for Plaintiff Attys fee. for acct.	10 00		
" " P. B. Prentiss, Clerk, costs. "	10 00		
" " Same. Cour. fee. "	15 00		
" " John L. Fulgham, Sheriff "	50		
" " Wright & Rawls, ~~attys~~ ^{for acct. of} ~~W. L. Laughtrey~~ ^{W. L. Laughtrey} "	10 00		
" " W. G. Williams, Adm. of Wm Cherry, late Receiver 1/2 of 10 per cent cons. on \$1022.74. for acct.	51 14		
" 1/2 of 10 per cent cons. on \$1022.74.	51 14	\$ 177 26	
			\$ 615 57
To amt. retained as per decree aforesaid of 12 Apl. 1878 to pay claims of T. A. Stwater against Singleton Hes. carried on			125 00 \$ 490 57

By amt. brought in.				\$ 490 57	
To paid Stewart & Riddick 33 1/3 percent (for acct.) of \$84.50 =				\$ 28 14	
" "	Chas. L. Palmer	do. do.	88.71	29 57	
" "	Alfred Adkins	do. do.	50.06	16 69	
" "	James King	do. do.	46.88	15 63	
" "	Darden & Eley	do. do.	61.49	20 49	
" "	A. S. Eley	do. do.	16.78	5 59	
" "	John Hoffman	do. do.	9.46	3 15	
" "	John P. Johnson	do. do.	29.12	9 71	
" "	Benj. Riddick	do. do.	63.26	21 09	
" "	Thos. R. Gastkins	do. do.	99.34	33 11	
" "	B. F. Cutchin Hes	do. do.	1.65	55	
" "	Artman & Moore	do. do.	10.65	3 55	
" "	Darden & Eley	do. do.	7.67	2 56	
" "	John Bush	do. do.	73.05	24 35	
" "	Commercial Bank	do. do.	194.80	64 93	
" "	W. L. Daughtry Hes.	do. do.	173.89	57 96	
" "	Farmers Bank	do. do.	180.43	60 14	
" "	Same	do. do.	23.32	7 77	
" "	Same	do. do.	34.83	11 61	
" "	Same	do. do.	86.00	28 67	
" "	Same	do. do.	7.68	2 56	
" "	Commercial Bank	do. do.	42.40	14 13	
" "	Same	do. do.	12.72	4 24	
" "	Robert Lassiter	do. do.	20.77	6 92	
" "	John P. Johnson	do. do.	10.60	3 53	
" "	B. B. Summiree	do. do.	3.83	1 28	
" "	W. H. Morris & Son	do. do.	2.12	71	
" "	Isajah Langston	do. do.	4.16	1 38	
" "	W. L. Daughtry	do. do.	21.20	7 07	
				\$ 1461.37	\$ 487 08
					\$ 490 57
					487 08

By Balance in hands of W. L. Daughtry. Receiver. = \$ 3 49

Respectfully submitted This 10th day of Oct., 1878.

W. L. Daughtry

Receiver

1878 Oct. 10th, Received of W. L. Daughtrey,
Receiver of Brighton Heg. the respective sums
charged by him as paid to us in the
foregoing Report and statement and
set opposite our names as follows;

Wilbur J. Kilby attorney for Chas. L. Palmer	\$ 29 57
Wilbur J. Kilby attorney for Alfred Adkins	16 69
Wilbur J. Kilby attorney for Jas. King	15 63
Wilbur J. Kilby attorney for Garden Haley	20 49
John D Johnson	3 53
John D Johnson	9 71
Peter B. Prentiss. Clerk	10 00
Peter B. Prentiss. Commr	15 00
Davies & Elly	2 56
John A. Whelan Esq	11 61
John A. Whelan Esq	7 77
John A. Whelan Esq	60 14
John A. Whelan Esq	28 67
John A. Whelan Esq	2 56
A. S. Elery for Dr. Elery	5 59
Thos. G. Elam Cashr.	4 24
Thos. G. Elam Cashr.	14 13
Thos. G. Elam Cashr	64 93
Stewart & Riddick	28 14
B. Hutchins & Co	1 55
Artman & Moore	3 55
John Bush	24 35
Wright & Hawley for J. B. Gaskins	33 11
John W. Gorman	3 15
Wm. H. Gorman atty. for J. B. Gaskins	51 14
Rod. L. X. Gorman atty. for J. B. Gaskins	6 92

57.96

Brown River
Ormsville

J. S. Longman - ship

4/21/09
✓ 1 28
50

The creditors of Singleton Heav. whose claims are mentioned in this Report, except to so much hereof as shows the payment of a fee of \$10^{as charged herein} to A. C. Withers, Atty. for Plaintiff, in addition to the fee of \$50 allowed by the Court and to the payment of the sum of \$10 to Wright & Rawls attys. for the defendant, in addition to the sum or fee of \$50 heretofore allowed by the Court for the reason that said attys. are not entitled to said additional sums of \$10 respectively and the payment of the same by said Receiver was illegal and without due authority and should be repudied and accounted for by the said Receiver for the benefit of the creditors of Singleton Heav.

Wilbur J. Kilby,
Atty. for creditors

G. W. Singleton

vs. } In. Chy.

E. B. Britt

Report of distribution

No. 1

W. L. Daughtry, Receiver.

Confirmed 12 Oct 1878

Filed 10 Oct 1878

At a Circuit Court, continued and held for Nausemond County.
The 12th day of April, 1878.

George W. Singleton, in his own right, and as
late partner in trade, doing business under the firm
and style of Singleton & Co. Plaintiff.

against { In Chancery

E. B. Britt, late partner in trade, doing business
under the firm and style of Singleton & Co. and
B. B. Dunville, Postmaster, &c. Defendants.

This Cause came on this day to be heard upon the Bill and
answer and exhibits filed, and The Report of the Receiver, Wm. Cherry,
herewith filed, and was argued by Counsel. On consideration whereof,
the Court doth adjudge, order and decree, that Peter B. Proctor, one of
the Commissioners of this Court, proceed to take an account of the
debts due by Singleton & Co., also debts due by the said firm to the
individual partners thereof. That William Cherry, Receiver, as aforesaid,
as soon as the said Commissioner shall have completed his report
of debts, and the same be approved by the respective parties endorsed
in writing, thereon, as practicable, proceed to pay out any moneys,
now to his credit at the Farmers Bank of Nausemond, pro rata,
and according to their priority, reserving however, \$125⁰⁰ in his
hands to meet a Contingent debt now in suit, in this Court, entitled
Attwater against Singleton & Co.. That by the Consent of the parties
the said Receiver pay to the Plaintiff's Attorney, Fifty Dollars,
and a like sum to the Defendants Attorneys, taking their receipt
therefor, and also the costs of this suit, and make report to this
Court, how he has executed this order. And the said Receiver
is hereby authorized to reserve out of the funds aforesaid, for

himself, a Commission of Ten per cent upon the amount
that may be collected and disbursed by him, under the proceed-
ings of this Cause.

A Copy:

Teste,

Peter B. Prentiss, Clerk

Costs
 Clerk \$10.00
 Att. for Defts 50.00 see Deam
 " " Defts 50.00 do. do
 St. A. . . . 50
 Com. int. 15.00
 \$125.00

Xms

Geo: W. Singleton & Co

vs { Co: Decease

E. B. Bratt, late partner &c.

Commissioner's Office,

SUFFOLK, NANSEMOND COUNTY, Va.

30th August, 1878

To George W. Singleton, in his own right, and as late
Partner in trade, doing business under the
firm and style of Singleton & Co. —

Plaintiffs,

and E. B. Britt, late partner in trade, doing
business under the firm and style of
Singleton & Co; and B. B. Dunville, Post-
Master, &c —

Defendants.

You are hereby notified that I have fixed upon the 30th day of September
next, to take and settle, at my office, the following accounts, to-wit:

1. An account of the Debts due by Singleton & Co.
according to their priorities.
2. An account of the Debts due by said firm
of Singleton & Co. to the individual members
thereof: said George W. Singleton and E. B. Britt

required to be taken by the decree of Nansemond County Circuit Court, rendered on the 12th
day of April 1878 in a suit in Chancery depending in said Court, in which you
are parties, plaintiffs and defendants; at which time and place you are required to attend.

Given under my hand as Commissioner in Chancery of the said Court, the day and year first
aforesaid.

Peter B. Prentiss.
Commissioner in Chancery

1878. August 30th: Service of the within notice is hereby acknowledged.

Alvithus
att. for Plffs.

Wright & Hawley
att. for Defend^{ts}

To the Circuit Court of Hanseman County, Virginia.

In pursuance of a Decree of said Court, pronounced at the April Term thereof, in the year, 1878, in a Cause in Chancery, in said Court, depending between George W. Singleton, in his own right and as late partner in trade, doing business under the firm and style of Singleton & Co. Plaintiffs; and E. B. Britt, late partner in trade, doing business under the firm and style of Singleton & Co. and B. B. Dumville, Postmaster &c. Defendants: a Copy of said Decree being herewith annexed; The undersigned Commissioner in Chancery of said Court, having given notice to the parties to said Cause, as will appear by the endorsement on the notice herewith returned, proceeded on the 30th day of September, 1878, to take and settle, at his Office, the several accounts required by said Decree to be taken and settled, and having completed the duties required as aforesaid, now, herewith, respectfully submits the result of the proceedings, as follows:

Account No. 1.

An Account of the Debts due by the firm of Singleton & Co. according to their priorities:

Attorney.

	To Stewart & Reddick an acct.	\$	78	61	
	" int: from 1. July, 1877, to 1 Oct: 1878. 12 3 m		5	89	\$ 84 50
W. J. Kilby	To Chas L Palmer Judgment	\$	75	61	
	" int: from 1 Sept: 1877 to 1 Oct: 1878. 12 1 m		4	90	
	Costs of Suit		8	20	\$ 88 71
W. J. Kilby	To Alfred Adkins. Balance of Note	\$	45	70	
	" int: from 7 April, 1877 to 1 Oct: 1878. 12 5 m 24 d		4	34	\$ 50 06
W. J. Kilby	To James King. Balance of Note	\$	42	69	
	" int: from 12 Feb: 1877 to 1 Oct: 1878. 12 7 m 19 d		4	19	\$ 46 88
W. J. Kilby	To Hadden & Eley, Assignees, an acct	\$	57	73	
	" int: from 1 Sept: 1877 to 1 Oct: 1878. 12 1 m		3	76	\$ 61 49
	To A. S. Eley an acct	\$	16	06	
	" int: from 1 Jan: 1878 to 1 Oct: 1878. 9 m		72		\$ 16 78
	Carried on				\$ 348 42

1	Brought on		\$ 348 42
2	To John Hoffman	an acct	\$ 8 93
3	" int from 1 Oct. 1877 to 1 Oct. 1878. 1 y		53 \$ 9 46
4	To John P. Johnson	an acct	\$ 25 00
5	" int from 1 Jan. 1876 to 1 Oct. 1878. 2 y 9 m		4 12 \$ 29 12
6	To Benj Riddick	an acct	\$ 54 32
7	" int from 1 Jan. 1876 to 1 Oct. 1878. 2 y 9 m		8 94 \$ 63 26
J.H. Wright 8	To Tho ^s R. Gaskins.	Bal. of Note	\$ 92 26
9	" int from 20 June 1877 to 1 Oct. 1878. 1 y 3 m 11 d		7 08 \$ 99 34
10	To B. F. Hutchins & Co	acct	\$ 1 50
11	" int from 1 Feby. 1877 to 1 Oct. 1878. 1 y 8 m		15 \$ 1 65
12	To Arthur & Moore	acct	\$ 10 00
13	" int from 1 Sept. 1877 to 1 Oct. 1878. 1 y 1 m		65 \$ 10 65
14	To Gardner & Eley	acct	\$ 7 11
15	" int from 1 June 1877 to 1 Oct. 1878. 1 y 4 m		56 \$ 7 67
16	To John Bush	draft	\$ 65 75
17	" int from 11 Apl. 1877 to 1 Oct. 1878. 1 y 5 m 20 d		5 79
18	Costs of Protest		1 51 \$ 73 08
19	To Commercial Bank	Note	\$ 185 00
20	" int from 14 Nov. 1877 to 1 Oct. 1878. 10 m 17 d		9 80 \$ 194 80
21	To W. L. Daugherty & Co	Note	\$ 163 45
22	" int from 6 Sept. 1877 to 1 Oct. 1878. 1 y 24 d		10 44 \$ 173 89
23	To Farmers Bank	Note	\$ 179 00
24	" int from 7 Nov. 1877 to 1 Oct. 1878. 10 m 24 d		9 18
25	Costs of Protest		1 25 \$ 180 43
26	To Farmers Bank	Note	\$ 22 00
27	" int from 1 Oct. 1877 to 1 Oct. 1878. 1 y		1 32 \$ 23 32
28	To Farmers Bank	Note	\$ 70 00
29	" int from 9 Aug. 1877 to 14 March 1878. 7 m 5 d		2 50
30			\$ 72 50
31	Cr. 14 Mar 1878		38 77
32	" int from 14 March to 1 Oct. 1878. 6 m 17 d		33 73 \$ 34 83
	Carried on		\$ 1249 89

1	Brought on		\$1249 89
2	To Farmers Bank	Note	\$ 80 00
3	" int. from 29 June, 1877 to 1 Oct. 1878. 1 y. 3 m		6 00
4	To Farmers Bank	Acct.	\$ 7 25
5	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y.		43 7 68
6	To Commercial Bank	Note	\$ 40 00
7	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y		2 40
8	To Commercial Bank	Note	\$ 22 00
9	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y		72 12 72
10	To Robert Lafolter	Acct.	\$ 19 60
11	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y		1 17 20 77
12	To John P. Johnson, Assignee of Jackson		\$ 10 00
13	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y		60 10 60
14	To B. B. Dumville	Acct.	\$ 3 62
15	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y		21 3 83
16	To W. H. Morrison	Acct.	\$ 2 00
17	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y		12 2 12
18	To Elijah Langston	Acct.	\$ 4 00
19	" int. from 1 Feb. 1878 to 1 Oct. 1878. 8 m		16 4 16
20	To W. L. Daughtry	Acct.	\$ 20 00
21	" int. from 1 Oct. 1877 to 1 Oct. 1878. 1 y		1 20 21 20
22	Total		\$1461 87
23	To J. S. Alwiler	Acct.	\$ 115 38
24	" int. @ 7 per cent from 10 March, 1877 to 1 Oct. 1878. 1 y. 6 m. 21 d.		12 60
25	Costs of Suit		30 00
			\$157 98

The foregoing debts are all of equal dignity, the one having no priority over the others, and the same are all the debts due by Singleton Ho. of which your Commissioner has any knowledge.

Your Commissioner further reports to Court, that he has no knowledge of any debts due by said firm of Singleton Ho. to the individual members thereof, the said George

W. Singleton and E. B. Britt.

Respectfully Submitted, this 1st day of October,
1878.

Comms: Fee

\$15⁰⁰

Peter B. Prentiss.

Commissioner in Chancery

1878. Octo: 1st. The foregoing Report and Statement of
Netts. is hereby approved by us.

Alvinitus Plott's Atto:

Wright & Hawley Defts' Attos.

Geo. W. Singleton, &c

Comms' Report
Defts.

E. B. Britt &

1878. Octo: 1st
Completed by P. B. Prentiss

confirmed 12 Oct. 1878

1878. Octo: 1st Filed

clk

George W. Singleton in his own right and as
late partner in trade doing business under
the firm & style of Singleton & Co
vs. J. M. Levey

E. B. Britt late partner in trade doing busi-
ness under the firm & style of Singleton
& Co. & B. B. Dunville post master &c

On the motion of the plaintiff
by his counsel & for good cause shown
it is ordered that John F. Stewart who is
hereby appointed a receiver of the cause
for the purpose do take immediate pos-
session of the Real Estate belonging to
the ~~said~~ late firm ^{of Singleton & Co} & of all the books and
accounts & evidences of debts due to the
said late firm whether by bond, bill, note
or open account, ^{or in cash} & that he do hold the
said ^{real estate of any} subject to the future order of the
Court, in this cause & proceed to collect the
said outstanding indebtedness due to
the said late firm & deposit the proceeds
of such collections at the Farmers Bank
of Hansemond to the credit of this cause.
That he receive the mail & other papers
addressed to Singleton & Co, and preserve
the same.

But this order is to be suspended
until the said John F. Stewart shall give
bond as receiver as aforesaid with and

ficient security in the Clerk's Office & before
 the Clerk of this Court in the penalty of
 \$4000.00 payable to the Commonwealth of Va
 & conditioned for the faithful performance
 of his duties as receiver as aforesaid.
 And upon like motion it is ordered
 that B. B. Dumville post master at
 Suffolk deliver all letters, postal cards
 and other mail matter coming to his
 office and directed to Singleton & Co.
 to the said John F. Stewart receiver as
 aforesaid.

To The Clerk of }
 The Circuit Court }
 for Hanover Co. }
 Oct. 11th 1877

Geo. S. Blount
 Judge &c.

Entered O. B. No. 1 - p. 364-

Geo. S. Blount
 postmaster &c.

W. F. In Chery

W. B. Britton
 &c. & B. B. Dumville

Under

Singleton

vs.

Britt

This cause came on this day to be again heard on the papers formerly read therein and on the Reports of collections by W. L. Daughtry Receiver, filed by him in this cause on the 8th day of April 1879 and the 15th day of October 1879 respectively and was argued by counsel.

On consideration whereof the Court doth confirm the said two Reports to which no exceptions have been filed and doth adjudge order and decree that said W. L. Daughtry Receiver, ~~pay~~ ~~the sum of~~ out of the sum of \$152.⁸⁹ shown to be in his hands by his said Report filed on the 15th day of October 1879 in this cause, pay first all unpaid costs of this cause to be taxed by the Clerk of this Court and then pay out and distribute the residue of said sum of \$152.⁸⁹ pro rata to and among the creditors of the late firm of Singleton & Co., whose claims have been proved

Angleton

vs. } In chry

Britt

Wasserman County

Exempt Court

October Term 1879

Decree

To be entered

Geo. W. Bloss.

✓

chry

Entered 1879 Nov 1

p. 459

in this cause as set forth in
the Report of Commissioner Prentiss
filed in this cause on the first
day of October 1878, taking into
account the payments which
have heretofore been made
~~in this cause~~ in part of
said claims; and said
Receiver will make report
to Court of his proceedings
under this decree and file
therewith the receipts which
he will take of the parties to
whom he may make payments,
~~under this decree~~ in pursuance
hereof.

Geo W. Singleton & Co

vs

E. R. Britt

This cause came on this day to be heard on the papers formerly read; on consideration whereof the Court doth adjudge and decree that - Wm L. Daughtrey the Receiver appointed under a previous ^{order} ~~order~~ herein, is directed to make sale of the books and accounts ~~and~~ ^{and} other assets of the late firm of Singleton & Co, either at public or private sale as he may deem most advantageous, and make report to Court, and that the cause be continued.

Geo M. Singleton

-11

E B Britt

April term 1879

Decees.

To be entered.

Geo. V. Clow.

We consent to this

Alvina for Singleton

Geo H. Wright for Britt

Wilbur J. Kelly for same Co?

Entered O. B. No 1-

P. 441

L. W. Singleton &c

vs
E. B. Hill &c

This Cause came on this day to be again heard upon the papers formerly read and used upon the report of Commissioner Peter B. Prentiss made under an Order herein at the April term of 1877; & also upon the Report of W^m L. Daugherty, the Receiver appointed under an order of July 5th 1878, in vacation, (in place of W^m Cleary the former Receiver &c) of the disbursement made by him of the fund to his credit as such Receiver in the Farmers Bank of Lawrence, and was agreed by Counsel.

On Consideration whereof the Court approving & confirming the said reports to which there are no Exceptions filed, doth adjudge order and decree, that the said W^m L. Daugherty, Receiver, as aforesaid, out of the fund reserved in his hands, of \$125 to meet a Contingent Debt ~~due~~ to them in suit, entitled Atwater vs Singleton &c (the said suit having since been determined) do proceed to pay to the said J. S. Atwater or his Attorney, the fees and part of the judgment recovered against the said Singleton &c in the said suit, and the sum of \$ to Geo W. Wright, Attorney for said Singleton &c, defending the said suit, and that the said Receiver distribute the fund remaining in his hands together with any other sums which he may hereafter collect of

Singleton &c
To
Britt &c

Deceit -
To be entered

Oct 14th 1878.

the debts due to said Singleton &c, among the credi-
tors of the said firm,
tors, pro rata. And the said Receiver shall
make report to Court of his further proceedings,
hereunder.

Smigleton

vs
Britt

This cause came on this day to be again heard on the papers formerly read therein and on the Report of W. L. Daughtry, Receiver, being a Report of payment of debts made in pursuance of the decrees of this Court pronounced at the April Term thereof and on the 6th day of July in the year 1878. Respectively in this cause and on the Report of Commissioner Peter B. Prentiss, being a Report of debts under said decree of April Term 1878 of this Court, affirmed by the parties to this cause and was argued by counsel.

On consideration whereof, the Court doth confirm the said two Reports to which no exceptions have been filed and doth adjudge, order and decree that said W. L. Daughtry Receiver, with the sum of \$125⁰⁰ retained by him and the balance of \$3.49 in his hands

as set forth in his said Report made in pursuance of said decree of April Term of this Court in the year 1878, proceed to pay any unpaid costs of this cause and pay T. S. Atwater his pro rata share ^{with the other creditors of said Angleton Rec.} of a judgment for \$47.88 and costs and interest recovered by him in his suit at law at this Term of this Court, and then pay to John H. Wright Counsel for said Receiver in defending said suit a fee of \$20. and that said Receiver proceed to collect and reduce to money the choses in action and personal assets of Angleton Rec. not heretofore collected and make report thereof to Court as well as of his proceedings under this decree.

Angleton

vs.

Price

decree entered in 1878

To be entered

Geo. S. Jones

We consent to this

For the purpose of the Angleton Rec. suit
Witness my hand

signed

Entered. O. B. No. 1-p. 421-

S. W. Singleton &c
vs. { Dr Cherry.
E. B. Britt &c

This cause came on this the 6th day of July, 1878 in vacation upon the petition of the plaintiff S. W. Singleton and the defendants E. B. Britt and was argued by counsel - On consideration whereof the Court doth adjudge order and decree that W. L. Daugherty be, & he is hereby appointed a receiver of this Court in the place of William Cherry the former receiver who has departed this life, and that he do proceed as soon as he shall have qualified before the Clerk of this Court as such receiver by giving bond in the penalty of \$2000 payable to the Commonwealth of Virginia & conditioned for the faithful performance of his duties as receiver as aforesaid & with sufficient surety to do and perform all the duties imposed upon the said William Cherry as such receiver under the previous orders and decrees of this Court, It is further ordered that Washington G. Williams Administrator of William Cherry deceased turn over to the said W. L. Daugherty all books, papers, accounts, & certificates of

deposit which ~~being~~ home came into his hands as such administrator as aforesaid; It is also ordered that B B Drummell must deliver all mail matter to the said W. L. Daugherty as aforesaid; & that the Farmers Bank of Hanscomms pay out on the order of the said W. L. Daugherty any moneys now to the credit of William Cherry deceased, unclaimed. It is further ordered that the said Daugherty receive 50pc of all moneys collected by William Cherry during his life time, paying 50pc of the same to W. G. Williams Adminstr: of Wm Cherry decd. and that the said Daugherty receive 10 pc on all moneys hereafter collected & disbursed by him as such receiver. - and in all other respects perform the duties of receiver as aforesaid as the law shall direct & that this Court shall decree as fully & completely as though no other had ever been appointed. -

S. W. Simpson & C
vs. J. L. Cherry
S B Davis & C

vacation
order.

To be entered
July 3rd 1878.

Geo. T. Jones

To the Clerk of the
Circuit Court for the City
of Hanscomms

Chy
Entered O. B. Dec 11.
p 400

G. W. Singleton &c
vs { Du Chay.
E. B. Britton &c

This cause came on this day to be heard upon bill and answer and exhibits filed, and report of the receiver Wm Cherry herewith filed and was argued by counsel. On consideration whereof the court doth adjudge order and decree:

That Peter B. Prentiss one of the Commissioners of this court proceed to take an account of the debts due by Singleton & Co. also debts due by the said firm to the individual partners thereof.

That William Cherry Receiver as aforesaid as soon after the said Commission shall have completed ^{and the same be approved by the creditors} ~~his~~ ^{his} report of debts as practicable proceed to pay out any money now to his credit at the Farmers Bank of Haverhill, pro rata and according to their priority reserving however \$125.00 in his hands to meet a contingent debt now in suit in this Court entitled Atwater

against Singleton & Co. —
by the consent of the parties
that the said receiver pay to the
plaintiffs attorney Fifty dollars
and a like sum to the defend-
ant's attorney taking their receipts
therefor, and also the costs of
this suit & make report within
Court how he has executed
this order. — and the said receiver
is hereby authorized to reserve out of the
funds aforesaid for himself a commission
of ten per cent upon the amount ^{that may be} collected
and disbursed by him under the proceedings
of this cause.

G. W. Hughes 2
1 3
C. B. Bill.

Dear

Mr. C. B. Bill

12 April 1878

Geo. B. Bill.

G. W. Hughes
G. W. Hughes
W. H. Hughes
for Sept

A. C. Withers

Entered O. B. Post p. 389

on 20 Jan

G.W. Singleton in his own right and as late partner
X in trade doing business under the firm
& style of Singleton & Co.

vs. } Dr. Chey

E.B. Britt late partner in trade under the
firm & style of Singleton & Co. and B.B.
Dumville just master.

On motion of the plaintiff by
his counsel & by consent of the defendant
It is ordered that the previous order of
this court in this cause dated the 11th day
of October 1877 and all proceedings had
or taken under the said order, be and
they are, hereby revoked and rescinded
and that all mail matter that may
have been received by the ~~said~~ receiver
therein appointed shall be delivered to
the receiver hereinafter named:-

And it is further ordered that William
Cherry be, and he is hereby appointed
a receiver of the court for that purpose
do take immediate possession of
all the books of accounts, and chattel
estate, and evidences of debt due with
said late firm whether evidenced by
bond, note, bill or open account or in
cash & that he do ~~hold~~ the proceeds to

And it is further ordered that this order shall not take effect until the said
G.W. Singleton plaintiff shall give bond in the penalty of \$500.00 conditioned to pay all costs
and damages to the said defendant by reason of the receiving & delivering the
said defendant & the issuing of the restraining order which bond shall be
payable to the Court in the event of his failing to condition in return
* expects according to law.

to collect the said outstanding indebted-
ness due to the said ^{late} firm & deposit the
proceeds of such collections at the
Farmers Bank of Hanscom to the credit
of this cause, that he receive the mail
directed to "Singleton & Co" and after
depositing all moneys that may be sent
in that way as above directed, he shall
hold all other mail matter, whether of
letters, postal cards, papers or pack-
ages subject to the inspection of both
the plaintiff and defendant in this cause
giving no unfair advantage to either
but appointing some hour after the
arrival of the Southern mail of which
both shall have notice, in which this
mail may be examined

But this order is to be suspended until
the said William Cherry shall give
bond as receiver as aforesaid with suf-
ficient security in the Clerk's Office &
before the Clerk of this Court in the pen-
alty of \$5000.00 payable to the Commonwealth
of Virginia & conditioned for the faithful
performance of his duties as receiver
as aforesaid, *

And upon like motion it is ordered that

B.B. Dumville post master at Suffolk
delivers all letters, postal cards and other
mail matter coming to his office and
directed to Singleton also to the said
William Cherry receiver as aforesaid

To the Clerk of
The Circuit Ct.
for Hanscom Co. }
Oct. 15th 1877

Singletan Lr
2nd E. Rouse
Brett

Octo. 15th 1877

To be entered

Dec. 1877

Oct. 15

C. J.

P. B. P.

when submitted to the
W. signed to.

We consent with
order

with us p. v.
Jas H. Wright, J. d.

J. H. Wright

Geo. W. Singleton &c

vs L. Chen.

E. B. Britt et al.

This cause came on
this day again to be heard upon
the report of W. L. Daughtery Receiver
and W. J. Kelly Commissioners to which
no exceptions have been filed, and
was argued by Counsel.

On consideration whereof the Court
doth confirm the said report, and
nothing further remaining to be
done, it is ordered that this cause
be stricken from the docket.
without prejudice

G. W. Singleton
vs. { Du Chey -
E. B. Britt

April ^{13th} Term
1880

To be entered

Geo. Bloss

Entered O. B. Hof
p. 484

G. W. Singleton &c.

vs { In Equity

E. B. Britt &c

To The Honorable George Blaw.
Judge of the Circuit Court, for Hancock
County

The undersigned your petition-
ers respectfully represent to your Honor
& say: That at the April Term of this
Court 1878, a decree was entered in
this cause as will be seen by refer-
ence to the proceedings herein had, which
decree directed amongst other things
that William Cherry receiver, as soon
as Commissioner Smith's should have
completed his report as therein directed
proceed to pay out any moneys to his
credit in the Farmers Bank of Hancock
&c. Your petitioners the plaintiff and
defendant in this cause respectfully
represent & say that before the said
receiver had fully complied with the
decree referred to, that he departed
this life on or about the day of
1878. That the affairs of the partner-
ship are suffering from the delay
and that numerous letters and moneys
are being received & no one has authority
to take them & attend to them as they

should be, that the creditors are anxious
to have their money & all parties concern-
ed anxious to have the matter closed
up. And your petitioners pray
that W.L. Daugherty be substituted
to all the powers, and be liable to all
the penalties that were exercised by
the late William Cherry as receiver
as aforesaid; that the said Daugherty
proceed at once to do all that the
said Cherry was authorized to do -
and that the Commission of 10 %
which was allowed the said Cherry
be equally divided between the said
Daugherty and the said Cherry's Admin-
istration as to all moneys now to the
credit of the said Cherry as the Farmers
Bank of Houseman. That Washington
G. Williams Administrator of the said
Cherry be required to turn over to
the said Daugherty all books papers
and accounts, bank books & certifi-
cates of deposit appertaining to his
decedent's duties in this cause as
~~Receiver~~ as aforesaid; that B.B.
Dunwell as post master and a
party to this suit be required to deliv-
er all mail matter to the said W.L.
Daugherty that may be directed to

Singleton & Co. and that the said Washing-
ton G. Williams Admstr. &c, and the
said Farmers Bank of Hansemond
be made parties defendant to this
suit, & that the said Farmers Bank
shall pay out any moneys now to
the credit of William Cherry received
as aforesaid upon the drafts or
checks of the said W. L. Daugherty
And your petitioners will ever
prayer. &c.

G. W. Singleton
E. B. Britt Dftr

State of Virginia

Hansemond Co. Court:

This day personally appeared before
me A. C. Withers a Notary Public in &
for the County of Hansemond, George W.
Singleton & E. B. Britt the parties whose
name is signed to the writing above and
made oath that the matters & things stated
in the foregoing so far as stated
upon their own knowledge is true,
& so far as stated upon the infor-
mation of others they believe to be
true. Given under my hand this
the 24th day June 1878. A. C. Withers
Notary Public

P. W. Singleton &c
vs. Dr. Chey
E. B. Britton &c

Pelition of
plaintiff & defendant.

In vacation

The condition of the above obligation is such that if the above bound E. S. Britt, shall well and truly pay off and discharge all the outstanding obligations due by the late firm of ^{fifty-two twelve months from the date hereof.} Singleton & Co. whereof Geo. W. Singleton and E. S. Britt were members whether from the assets of the said firm or otherwise, so that the said Geo. W. Singleton shall be released from all liability therefor then the above obligation shall be void, otherwise to remain in full force and virtue.

Exam. B. Brewster Deal
C. W. Lassiter Deal
Jos. Little. V. Sec. Deal
A. C. Jounes Deal
Thomas J. Jounes Deal

Schli

73

Breit

Schli 9" feet
with dependent
Answer -

Articles of agreement made and entered into this 4th
day of October 1877, between Geo M. Singleton & E.B.
Britt, both of the Town of Suffolk in the State of Vir-
ginia: Whereas the late firm of Singleton & Co. of which
the said Geo M. Singleton & E.B. Britt were members,
was, by mutual consent, dissolved on the 27th day of
August 1877; and whereas there remain uncollected
of the copartnership assets, a large number of other
accounts, bonds, notes &c due to the said firm, and a
number of bills due by the said firm remain unpaid;
and whereas the said Geo M. Singleton & E.B. Britt are
anxious to settle the business of the said copartner-
ship amicably and without recourse to legal process,
Now therefore, these presents witness, that the said
Geo M. Singleton, in consideration of the perform-
ance of certain conditions hereinafter named, by the
said E.B. Britt, hath assigned, transferred & released
into the said E.B. Britt, all the right title & interest of
him the said Geo M. Singleton in & to the assets of every
description, belonging to the late copartnership afore-
said.

The said E.B. Britt covenants to pay to the said Geo M.
Singleton, within thirty days from the date hereof, the
sum of One hundred dollars (\$100), and to take charge
of the said copartnership's assets and use all diligence
in collecting and realizing on the same; that all col-
lections shall be applied as fast as made to dis-
charging the debts due by the said copartnership as

they mature, and until the whole of said debts shall have been fully discharged; that when all of the debts due by the said copartnership shall have been fully discharged, one half of the surplus realized from said assets shall be paid to the said Geo W. Singleton, ~~subject to the credit of the~~ ~~by reason of the payment of the~~ ~~same~~ ~~life insurance~~. And for the faithful discharge of the conditions and agreements herein made by the said E. B. Britt, he agrees to enter into a bond with satisfactory security.

It is hereby expressly covenanted & agreed between the said Geo W. Singleton & E. B. Britt, that the Good Will of the late firm of Singleton & Co is not to be affected by any thing herein contained, and that all mail matter addressed to the said late firm of Singleton & Co shall be delivered to M. L. Daugherty, who by mutual consent of the parties aforesaid has been selected for that purpose, and shall be subject to the inspection of both of the parties aforesaid at their option. And it is further expressly agreed between the parties that all letters addressed to the said late firm of Singleton & Co containing money & coming into the hands of the said M. L. Daugherty shall, with their contents, be by him delivered at once to said E. B. Britt.

E. B. Britt

Sept 12
n 3
B. Ter

Sept 12 X filed
with Sept's book
—

Geo W. Singleton, in his own right, as late partner in trade doing business under the style of firm of Singleton & Co

vs 3

E B Butt, late partner in trade doing business under the firm or style of Singleton & Co & B B Duvall, Post Master.

The answer of E B Butt, in his own right as partner trading in the name of Singleton & Co, one of the defendants in the above entitled cause, to a bill exhibited against him as such partner, by Geo W. Singleton, in his own right and as such partner, in the Circuit Court of Hancock County.

This defendant, now and at all times hereafter saving and reserving unto himself all benefit and advantage of exception which can or may be had a taker to the many errors, uncertainties and other imperfections in the said complainant's said bill of complaint contained, for answer thereto, or unto so much such parts thereof as this defendant is advised is or are material or necessary for him to answer, this defendant answering saith: That it is true as alleged, the complainant and this defendant with one W. W. Wray formed a copartnership for the purpose of dealing in oysters and shell lime, & the interest of the said W. W. Wray was afterwards purchased by the said complainant and this defendant, continued the business under the name & style of Singleton & Co, which last named copartnership, was dissolved by mutual consent on the 27th day of August 1877. That after the said dissolution, by mutual consent, the accounts due to said firm were placed in the hands of W. L. Daugherty and Benjamin Riddick, with instructions to collect all outstanding

accounts and apply the same to the payment of the
debts due by the said firm, and the Post Master of the Town
of Suffolk was instructed to deliver all mail matter ad-
dressed to the said late firm of Singleton & Co, to the said
W. L. Daugherty of Benjamin Riddick, in whose hands the
said mail matter should be subject to the inspection
of both the ^{said} Geo W. Singleton & E. B. Pratt. That the said W. L.
Daugherty of Benjamin Riddick proceeded to make out
the book accounts and were collecting the same under the
said agreement, and had paid about \$200 of the debts due
by the said firm, when ^{on the 1st day of October 1877} the said Geo W. Singleton directed
the Post Master of Suffolk to deliver no more mail matter
to them under the agreement aforesaid, thereby violating
the said agreement, and stopping the settlement of the Co-
partnership matters, and that all the mail arriving at the
said Post Office in Suffolk since the 1st of October 1877, is
still held in said Office by reason of said instruction.

This defendant denies the allegation in said bill, that he
had under the arrangement above set forth, in the name of
the new Co-partnership formed by him, filled any orders ~~and~~
addressed to G. W. Singleton & Co, the new firm name under
which the said Complainant is doing business.

And this defendant for further answer to the said bill
saith, that on the 4th of October 1877, he entered into
a contract with the said Geo W. Singleton, for the purchase
of his, the said Geo W. Singleton's interest in the bonds, notes,
open accounts and assets of every description, belonging
to the said late firm of Singleton & Co, that by the terms

of said Contract; this defendant was to pay to the said Geo. W. Singleton, the sum of one hundred dollars within thirty days from the time of making the same; that all the bonds, notes, open accounts and assets of every description ~~and~~ belonging to the said firm were to be transferred to this defendant, who should proceed to collect & realize on the same as fast as possible and apply the proceeds thereof, as fast as realized to the payment of the debts due by the said late firm of Singleton & Co, and after paying the said debts, should pay to the said Geo. W. Singleton one half of any surplus which he might collect; that to secure ~~to~~ the performance of these stipulations and to hold the said Geo. W. Singleton harmless, this defendant was to execute a bond with sufficient security, in the penalty of \$1000, payable to the said Geo. W. Singleton and conditioned for the faithful discharge of his obligations under the said contract of purchase, and that no specific time was designated within which the said bond should be executed and this defendant claimed only reasonable time. That the said contract was prepared and submitted to the said Geo. W. Singleton for his approval, who expressed his readiness to sign the same as soon as this defendant should execute the bond stipulated by him; that the said bond as aforesaid was executed, and the same, with the contract aforesaid was submitted to the Counsel of the Complainant, by the said Complainant's specific direction on the 10th of October 1877, & the said Counsel replied that he would see the said Complainant, but thought the time had expired; that again

on the 11th of October 1877, the contract aforesaid, the sum ex-
ceeded in accordance therewith and the \$100, in currency
stipulated to be paid within 30 days, were all offered to
the said Geo. W. Singleton, who refused, presumptively to re-
ceive the money, and bind a to sign the said contract,
saying "I have got my man appointed, ^{Receiver} and I don't intend
to sign any thing", and the said complainant made no
objection to the said writing as expressive of the terms
of the contract or otherwise, nor to the said bond as to
its terms or sufficiency.

The writing herewith filed marked 'X' as a part of this an-
swer, is the same as is referred to above, and was prepared
under the supervision of the respective counsel of the said
complainant & this defendant, and was approved by
said counsel and by the said complainant and this de-
fendant, as truly setting forth said agreement, and
this is the agreement referred to in the said complainant's
bill, as the last agreement made between the said com-
plainant & this defendant.

This defendant
denies that he refused to comply with the
said agreement; on the contrary he has been
anxious to carry out said agreement. As
soon as the aforesaid agreement was
entered into he took immediate steps
to have the agreement drawn up in writing,
and also to have prepared his bond aforesaid.
There was necessarily some delay in the preparation
of said papers, and in getting his sureties

to sign the said bond, some of whom lived
in Isle of Wight County. This defendant
had to send the bond to Isle of Wight - he
received it from said County on Tuesday
night the 9th Oct 1877, and next day
the 10th - it was submitted to the Comptroller-
General - as stated above - and with
the said view and purpose in the mind of
this defendant to carry out in good
faith the agreement above mentioned.

This defendant had no idea that the ~~defendant~~
complainant had any other purpose than
to comply on his part with said contract, until
he, this defendant, being in the Clerk's office
on the 11th inst, accidentally ascertained
that the order entered in this cause was
then being recorded by the Clerk of said Court.

This defendant claims & under the
aforesaid agreement the sole control and
management of the assets of the said firm
of Bright & Co. the sole right to collect and
pay out its funds, free from all interference
and control of the said J. W. Bright.

This defendant alleges that ^{his} the interests of
and the interests of the said complainant as co-
partners, will be greatly damaged by the
course of the complainant and by the appointment
of a receiver -

This defendant asks that the suit
and supporting a receiver may
be set aside, as the plaintiff's
bill may be dismissed, and the
all other relief being granted
to this defendant. And having
argued, begs leave to be dismissed with
his costs - do -

E B Britte

Subscribed and sworn to
before me this 12th day of
October 1877.

C. H. Hensley
Notary Public

for W. Angell
73
E. B. Bates

Ans. of Sept
E. B. Bates.

and all kinds of Produce. Prompt
turns and highest market prices. oct 21
Liberal cash advances made on con-
signments.

DISSOLUTION.

The partnership heretofore existing be-
tween Geo. W. Singleton and E. B. Britt
under the name and style of Singleton
& Co., has been by mutual consent this
day dissolved. The books and accounts
will be placed in the hands of W. L.
Daughtrey and Benj. Riddick who will
pay demands against, and collect debts
owing the said firm.

Signed, G. W. SINGLETON.
August 27th, 1887.

COPARTNERSHIP.—The firm of
Singleton & Co., having dissolved
this day, we the undersigned have formed
a copartnership for conducting the whole-
sale Oyster and Lime business under the
firm and name of G. W. Singleton & Co.,
and respectfully solicit the patronage of
their old customers and friends, pledging
their best efforts to give satisfaction to all
who may favor them with their orders.

G. W. SINGLETON,
J. W. FULLER.

August 27th, 1877

We the undersigned having bought out
the interest of Mr W M King in the
after said line business of L W Singleton
Hes. do enter into this agreement to
continue the same business under the
title and name of Singleton Hes.
We both agree to apply all our
time and energy to said business and
work faithfully together to promote the
interest of the same. We further agree
that no improvements shall be made
no investments in property without the
full consent of both parties. we
further agree that no funds shall
be used out of the firm for the
individual benefit of either without
the consent of both. We further agree
that a book keeper shall be employed
to keep the books and accounts and in
no event shall any one be employed
who shall not be acceptable to both
parties. We further agree that no act
shall be done by either party to
damage or conflict with a steady
promotion of the business under a
penalty to be decided by three
disinterested parties to be selected by
the firm - We further agree to work
harmoniously to conduct the business
economically to have hard as cheap
as possible and to consult each other
upon all important matters connected
with the business. We further agree
that this Copartnership shall continue
one year and as much longer as the
parties may agree and in the event
of a close that each party shall be
equally interested in leases & the business
of the concern after paying first the
debts and then what each party may
owe to the concern - and if said
agreement shall be closed before the ex-
piration of the leases the said leases
may be sold with other things to
close said business Given under
our hands and seals this 18th day of
August 1873

L W Singleton
Lee D Williams

Signed
Signed

George W. Singleton in his own right and as
late partner in trade doing business under
the style & firm of "Singleton & Co."
vs S In Chancery

S

E. B. Britt late partner in trade doing bu-
siness under the firm & style of Singleton & Co.
and B. B. Dummer post master.

To the Honorable George Blawie
Judge of the Circuit Court for Hanseman
County

Humbly complaining sheweth unto
the Court your complainant George W.
Singleton in his own right and as late part-
ner in trade doing business under the firm
& style of Singleton & Co.

That your complainant some time before
the year 1873 entered into the oyster pack-
ing business in the town of Suffolk in
the County of Hanseman under the name
and style of G. W. Singleton & Co. the company
in the said firm being W. W. Wing and
E. B. Britt. that in August 1873 as will ap-
pear from a contract herewith filed and
marked "A." the said E. B. Britt and your com-
plainant bought out the interest of W. W.
Wing and commenced business under the
style & firm of Singleton & Co. of which firm
your complainant was senior partner.

that the said firm of Singleton & Co continued to engage in the oyster trade and did quite an extensive business, principally by means of orders on the said firm for oysters and shell lime which last was also a part of their business, until in August or September of the year 1877 your complainant found that he was making nothing and became dissatisfied, and the firm was dissolved by mutual consent as will appear from exhibit "C" herewith filed and from the terms of the original Contract. Thus after the said dissolution was consummated the said business remained unsettled the debts unpaid & the accounts unsettled & your complainant formed a co-partnership with J. W. Fuller to engage in the same business and at the same stand or place of business. Thus in order to facilitate the settlement of the business your complainant accepted a proposition made by the said Britt as late partner &c. agreeing to appoint two disinterested parties to close up the business of the late firm to receive the mail & wind up the affairs, Your complainant believes and so charges that orders addressed to Singleton & Co

to G. W. Singleton also, & to G. W. Singleton have
been received & filled by the said C. B. Britt
although he is no longer a member of the
late firm, and not entitled to the good
will of the said late firm of Singleton
also. That afterwards the said C. B. Britt
entered into an other agreement with your
Complainant in which he "promised to
pay all the debts of the concern and pay
your Complainant one hundred dollars
and then after the debts were paid to divide
the remainder of the assets equally between
the said late partners", your Complainant
has always been ready and willing to
comply with his portion of the said con-
tract but the said Britt failed and
refused to comply with its terms though
they were proposed by himself. Your
Complainant believes and so states that
none of the debts of the late firm have been
paid that the books and accounts can-
not be used by either of the late partners
they being unable to agree, that all letters
& mail matter ~~are~~ ^{is} retained in the hands
of B. B. Drumville, ^{first messenger} awaiting the appoint-
ment of a receiver, & that the whole bu-
siness is suffering & all parties in interest
being so damaged by the delay
Your ~~complainant~~ Complainant is advised that

the liabilities of the late firm of Singleton & Co. should first be paid out of ^{the} assets of the said firm now collected & those that may be collected & that a receiver should be forthwith appointed to take charge of the mercantile assets & business of the said firm of Singleton & Co. and of all letters postal cards and other mail matter coming into the hands of B.B. Denville postmaster (or his agents) and directed to the said firm of Singleton & Co. with a view to the proper adjustment of the rights of all parties concerned. Your complainant is also advised and believes that an account should be taken, showing the liabilities of the late firm of Singleton & Co. & the amount due to them, & also the amount due from your complainant to the said E.B. Britt if any and the amount due to your complainant from the said Britt, if any.

In tender and consideration whereof & for as much as your water is without remedy in the premises save by the intervention of a court of equity where matters of this kind are cognizable and alone relievable to the end therefore he prays that the said E.B. Britt late partner as aforesaid and the said B.B. Denville (Postmaster)

* That the said W.B. Britt may be enjoined and restrained from collecting any
of the outstanding accounts of the late firm ^{and that} all books and ac-
counts notes & other evidences of debt may be delivered to the said receiver
prayed for.

may be made parties defendant to this bill
& required to answer all and singular the
allegations hereof in oath, that a receiver
may be appointed & directed to take charge
of all the partnership and mercantile assets
real and personal of the said late firm
of Singleton & Co. & the stock in trade of the
said late firm including the books &
accounts, & evidences of debt of the
said Singleton & Co. & to hold and admin-
ister the same as the court may from
time to time direct. That all necessary
and proper accounts may be taken
and that all civil matter may be de-
livered to the said receiver when appoint-
ed which may come into the hands of
B.B. Dunville post master at Suffolk
directed to the said firm of Singleton & Co.
and that all other relief both general
and special may be granted in the
premises, which the nature of the case
may require & which equity and
good conscience may demand, that
summons issue & garnishee writ
ever pray &c.

L. W. Singleton

State of Virginia
Hanseman County

This day personally at

appeared before me George W. Singleton the
party whose name is signed to the fore-
going bill, & made oath that the matters
and things therein set forth are true to
the best of his knowledge information
& belief. Given under my hand
this the 10th day of Oct. 1877.

A. C. Withers
Notary Public

G. W. Singleton late partner

de.

W. S. In Lohay

,

E. B. Britt late partner

de. & B. B. Duviville

Bill

Singleton L

to Chy. Notes

Bath L

1877. Oct. 10th: ^{Some: no Chy. issued to New Rules, 1877 and} Bill filed

" " " Order abtly: Receiver (tho: P. Stewart) made

" " " Receiver's Bond executed. Filed

" " 11th: (Ans: & 7th, filed)

" " 15th: order of the 10th Oct: set aside, and Wm. Cherry
att'd Receiver in L.

" " " Receiver (Cherry's) bond filed.

" " " Injunct: Bond filed

1878. Apr: 12th: Warrant for acc: to pay out

" July 5th: Vacation order abtly Wm. Daugherty, Receiver in
Place of Wm. Cherry, who has departed this life

" " 22nd: Receiver (Daugherty's) bond filed

" Oct: 1st: Report filed (specly)
" " 10 " " of payments

1878 " 15th: Acc: for mry L

1879 Apr: 8th: Report filed

" " 12th: Acc: for salary of Bath, acc: day

Oct: 18th: Acc: to distribute L

1880. Apr: 5th: Report filed

" " 18th: Slipper from the socket, without fracture

Chy: Notes