

1881-017
Nansemond Co. (Suffolk)

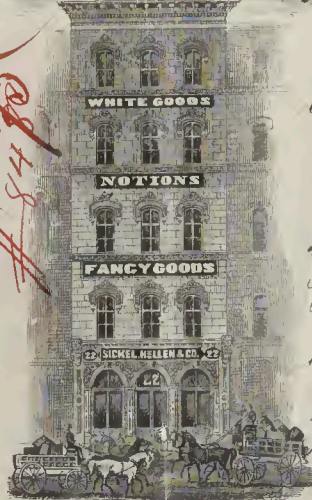
Chancery Causes: Bruff, Faulkner & Co. vs R. H. Rawls, Trst et al
Sickel, Hellen & Co.

Adams, Hallett, Hines, Wellons, Rawles, Sickel, Faulkner

[illegible]

Costs

SICKEL, HOLLAND & CO.



22 Hanover St.

No.

Due

12/15/80

J. H. Smith

1880
\$ 92 ⁸³/₁₀₀ Baltimore Sept 28 1880
For five days after date I promise to pay to
the order of Packer, Deeken & Co
Ninety two '83 ¹⁰⁰/₁₀₀ Dollars
Payable and negotiable at Commercial Bank of Baltimore
Value received without offset. The Maker and Endorser each hereby waive the
benefit of the Homestead Exemption as to the debt evidenced by this Note.
Witness my hand this 28th day of Sept. 1880

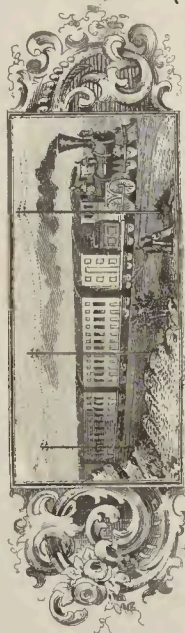
Lith. by A. Hoen & Co. Baltimore

Picke Keeler & Co
to Herman
deery

COLLECT FOR

~~J. J. NICHOLSON~~

~~& SONS~~



\$366⁸¹

Suffolk Va Oct 1st 1880

Sixty days after date I promise to pay to
the order of Benj Faulkner & Co

Three hundred & sixty six — ⁸¹/₁₀₀ Dollars

Payable and negotiable at Commercial Bank Suffolk Va
Value received without offset. The Maker and Endorser each hereby waive the
benefit of the Homestead Exemption as to the debt evidenced by this Note.

Witness my hand, this ~~4th~~ day of Oct - 1880

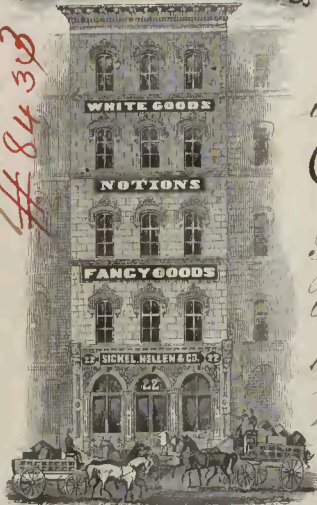
✓ due 3 Dec 1880



J. H. Hines

3903 578 127 44 84 30

SICKEL, HERRIN & CO.



22 Hanover St.

\$ 151 ¹²/₁₀₀

Suffolk Va Oct 6 1880

Thirty days after date I promise to pay to the order of Pierce Deane & Co

One hundred and fifty one Dollars

Payable and negotiable at Commercial Bank of Suffolk Va
Value received without offset. The Maker and Endorser each hereby waive the benefit of the Homestead Exemption as to the debt evidenced by this Note.

Witness my hand, this 6th day of Oct 1880

No. Due 10 Nov.

T. H. Davis

John A. A. A. A.

LIBRARY

EXHIBIT

~~John A. A. A. A.~~

Know all men by These presents, that we, Benjamin
C. Eley and John H. Wright are held and firmly bound unto
The Commonwealth of Virginia, in the sum of Three 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 20th day of November, A.D. 1880, and
in the 105th. Year of the Commonwealth. And we hereby
waive our Homestead exemption, as to this obligation.
The Condition of the above obligation is such, that whereas Jno: L.
Sickel & Jno: F. Hellen, merchants and partners, doing business under
the name of Sickel, Hellen & Co: on their Bill in Chancery against
Richard H. Rawls, Trustee, Thomas H. Hines and Sarah L. Wellons,
addressed to The Hon: Geo: Blount, Judge of the Circuit Court of
Hanseman County, have obtained an Injunction from the Hon:
C. W. Hill, Judge of the Hastings Court of the City of Portsmouth
to restrain the said Richard H. Rawls, Trustee, under the Deed of Trust to him
from Thomas H. Hines, for the benefit of the Commercial Bank of Suffolk & others,
from paying any thing under said Deed upon the debts alleged to be due to Mrs:
Sarah L. Wellons, until the same can be inquired into:
And whereas, it is provided by the order of the said Judge of the Hastings Court of
the City of Portsmouth, who awarded the said injunction, that the Plaintiffs are not to have the
benefit thereof, until they or some one for them, shall execute a Bond with approved
security before the Clerk of the Circuit Court of Hanseman County, in the
penalty of Three hundred dollars: Now therefore, if the said Sickel,
Hellen & Co: shall pay all costs as may be awarded against them, and
all damages which may be incurred, in case the said injunction
be dissolved, then this obligation to be void, otherwise to remain
in full force and virtue.

Executed in presence of
Peter B. Prentiss, Clerk

B. C. Eley
Jno. H. Wright



B. C. Eley
In { Lyman Bond
Commonwealth

1880
Nov: 20th: Executed Filed.
alt:

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *R. H. Pauls Trustee*
Thomas H. Hines and Sarah L. Wellons

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 *December* next to answer a

Bill in Chancery, exhibited against *Thomas*

in the said Court by *John I. Dickel & John I.*

Hallen, Merchants and partners doing business
under the name of Dickel Hallen & Co

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *20th* day of *November* 1880, in the *105th* year of the Commonwealth.

Teste:

Peter B. Prentis. Clerk.

Memo. To enjoin and restrain the said R H Rawles
 Trustee under a Deed of Trust dated the 9th day of
 November 1880 from said Thomas H Hines for the
 benefit of the Commercial Bank of Suffolk and
 others, from paying any thing under the said Deed
 upon the debt alleged to be due to said Sarah L
 Wellons, until the same can be enquired into.

Teste: Peter B. Prentiss. Clerk

No. H. Wright 189

Sichel, Heller & Co.

vs Sarah L. Wellons

R. H. Rawles, Trustee of

vs Decr. Rules, 1880

Pro. D. W. L. Judge
 Civ. Co.

1880. Nov. 20th: Executed and a copy hereto delivered to R. H. Rawles,
 Trustee, Thomas H. Hines and Sarah L. Wellons.

L. H. Rawls Dy Shff
 for J. L. Fulham shff.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *R. H. Landes, Trustee, Thomas
H. Hines and Sarah L. Wellens,*

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 *December* next to answer a

Bill in Chancery, exhibited against them
in the said Court by *Jos. E. Bruff, Wm. Adams, A. B. Faulkner*
& *Wm. Hallett, merchants & partners, doing business under the name*
of *Bruff, Faulkner & Co., and Jos. L. Sickel & Jos. F. Kellen, merchants*
& *partners, trading as Sickel, Kellen & Co.*

and have then and there this Summons. Witness. PETER B. PRENTIS, Clerk of our said Court, at his office, this *20th* day of *November* 1880, in the *105th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo:

To enjoin and restrain, the said R. H. Rawles, Trustee, under a deed in Trust, dated the 9th day of November, 1880, from said Thomas H. Hines for the benefit of the Commercial Bank of Suffolk and others, from applying any of the funds, coming into his hands as such, under the provisions of the said deed of Trust, to the payment of either of the debts alleged in the said deed to be due to the said Sarah L. Wellens, or of any part of the same.

Teste: Peter B. Prentiss, Clerk.

Geo: H. Wright, Secy
Bruff, Jan 21st 1881

To {
Securities in City & County

R. H. Rawles, Trustee

To Decr: Ru. Co., 1880

Geo: B. Keith, Secy
Cov: Co.

1880. Nov: 20th. Executed, and a copy hereof delivered to R. H. Rawles, Trustee, Thomas H. Hines and Sarah L. Wellens, each

J. H. Rawles By
J. L. Fitcham S. H. P.

Know all men by these presents, that we, George L. Bender, Benjamin C. Eley and John H. Wright are held and firmly bound unto the Commonwealth of Virginia, in the sum of Six 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 20th day of November, AD, 1880, and in the 105th year of the Commonwealth. And we hereby waive our Homestead Exemption as to this obligation.

The Condition of the above obligation is such that whereas Jos. E. Bruff, Wm. Adams, A. B. Faulkner & Wm. R. Hallett, merchants & partners doing business under the name of Bruff, Faulkner & Co., and Jno. L. Sichel & Jno. F. Hellen, merchants & partners, trading as Sichel, Hellen & Co. on their Bill in Chancery against R. H. Rawles, Thomas H. Hines and Sarah L. Wellens, addressed to the Hon. Geo. Blaw, Judge of the Circuit Court of Hanseman County, have obtained an Injunction from the Hon. Nathaniel Reddick, Judge of the County Court of Hanseman County to restrain the said R. H. Rawles, Trustee, under a Deed of Trust, dated the 9th day of November, 1880, from said Thomas H. Hines for the benefit of the Commercial Bank of Suffolk and others, from applying any of the funds coming into his hands as such, under the provisions of the said Deed of Trust, to the payment of either of the debts alleged in said Deed, to be due to the said Sarah L. Wellens, or any part of the same:

And, whereas it is provided by the order of the said Judge of the County Court of Hanseman County, who awarded the said Injunction, that the Plaintiffs are not to have the benefit thereof until they or some one for them, shall execute a bond with approved security, before the Clerk of the Circuit Court of Hanseman County, in the penalty of Six Hundred dollars: Now therefore if the said Bruff, Faulkner & Co. and Sichel, Hellen & Co. shall pay all costs as may be awarded against them and all damages which may be incurred, in case the said Injunction be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in presence of

Peter B. Proust, Clerk

Geo. Bender

B. C. Eley

John H. Wright

Seal

Seal

Seal

Geo: L. Pender
To { Band (Instruments)

Commenced at the:

Nov: 20th: 1880
Executed of order
C.M.

At a special term of the Circuit Court, begun
and held for Nansemond County the 21st. day
of July 1881.

Jos E Bruff. Wm Adams A B.
Saulkner, & Wm R Hallett,
Merchants and Partners. doing
busines. under the name of Bruff,
Saulkner & Co. and Jm S. Sichel &
Jno F Hellen. Merchants & partners.
trading as Sichel Hellen & Co.

And
John L Sichel & John F Hellen
Merchants and Partners doing
business under the name of
Sichel Hellen & Co. Plaintiffs.

Against } In Chancery.
R H Rawles Trustee. Thomas
H Hines and Sarah L Wellons. Defendants.
These causes which have been regularly matured
and set for hearing at rules came on this day
by consent to be heard together upon the Bill,
the exhibits therewith filed, the answer of the
Defendant Sarah L Wellons. and the depositions
of witnesses, and was argued by Counsel;
On consideration whereof the Court doth adjudge
order and decree. that the orders of injunctions

heretofore entered in these causes be set aside
and annulled, and that the defendant Sarah
L Wellons recover of the said Complainants
her costs by her about her defence in this behalf
expended.

And the Court doth further adjudge, order
and decree that one of the Commissioners of this
Court do take, state & report to Court an account
of the indebtedness of J H Himes to said Sarah
Wellons do. and Bruff. Faulkner do. respectively
also an account of the transactions of the said
R H Rawles, Trustee, showing what amounts
have come into his hands as such & what
disposition he has made of the same.

a Copy

Testes:

Peter B. Prentiss. Clerk.

Bruff. Faulkner & Co.:

Sarah L. Wellons & Co.

R. H. Rawles, Trustee, Thos. A. Himes
& Sarah L. Wellons.

Copy Decree, July 20th 1881
(Sp. L. Term)

Commissioner's Office,
SUFFOLK, NANSEMOND COUNTY, VA.

September 20th 1881

To Jos. E. Buff, Wm. Adams, A. B. Faulkner & Wm. R. Hallett,
merchants and partners, doing business, under the name
of Buff, Faulkner & Co and Jos. L. Siechel & Jos. F. Kellen, mer-
chants & partners trading as Siechel, Kellen & Co —
and John L. Siechel & John F. Kellen merchants and partners doing
business under the name of Siechel, Kellen & Co — Plaintiffs,
and
R. H. Rawles Trustee, Thomas A. Hines
and Sarah L. Wellons —

Defendants.

You are hereby notified that I have fixed upon the 1st day of October (1881)
~~next~~, to take and settle, at my office, the following accounts, to-wit: — "that one of the
Commissioners of this Court do take, state and report
to Court an account of the indebtedness of T. A. Hines
to said Siechel, Kellen & Co. and Buff, Faulkner & Co re-
spectively; also an account of the transactions of
the said R. H. Rawles, Trustee, showing what
amounts have come into his hands as such
and what disposition he has made of the same.

required to be taken by the decree of Nansemond Circuit Court, rendered on the
21st day of July (Special Term) 1881 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.

G. H. Causey
Comm^r. in ch^f

I do hereby acknowledge legal & sufficient service
of the within notice.

Jas Albright
atty for Plaintiffs

Acknowledge service of within notice

R H Rawls Master

Withers & Prentiss
Attys for Rawles Trustee &
Sarah L. Wallons -

To the Circuit Court of Hansemond County
Virginia,

Pursuant to a decree of said Court pronounced at the July Special Term, 1881, in a cause in Chancery in said Court depending between Bruff, Fancher & Co, plaintiffs and R. H. Rawles, Trustee, T. H. Hines and Sarah L. Wellau defendants, and also a certain other cause in Chancery in said Court depending between Sichel, Hellen & Co, plaintiffs and the same defendants aforesaid, the two causes coming on by consent to be heard together, a copy of said decree being hereto annexed, the undersigned, a Commissioner in Chancery of said Court respectfully reports to Court that having given notice to the parties to said cause as required by law as will appear by endorsements on the notice hereto attached, he proceeded in accordance with said decree of the July Special Term aforesaid to take and settle at his office the accounts named in said decree, and having completed the duties imposed by said decree hereby respectfully submits the result thereof as follows.

1st: An account of the indebtedness of T. H. Hines to Sichel, Hellen & Co.

A note for \$92.⁸³/₁₀₀ dated Sept: 28th: 1880
payable forty-five days after date
Int from 12th: Nov: 1880.

\$ 92 83.

A note for \$151.⁰⁰/₁₀₀ dated Oct: 6th: 1880
payable thirty days after date
Int from 3th: Nov: 1880.

151 00

(over)

2nd: An Account of the indebtedness of
 J. H. Hines to Bruff, Faulkner & Co.
 A note for \$366 $\frac{3}{4}$ dated Oct: 1st:
 1881, payable 60 days after date. \$ 366 87
 Int from Dec. 3rd. 1880

3rd: An Account of the transactions of R. H.
 Rawles, trustee, showing the amounts received by
 him as such, and what disposition has been
 made of the same

Dr. R. H. Rawles, Trustee, in a certain Deed of Trust
 dated November 9th: 1880 and recorded Nov: 11th:
 1880, An Account with the Creditors secured
 in said Deed. Cr.

1880

To Amount received from sale of stock of goods conveyed in said deed of trust as per vouchers exhibited Court.	\$ 1157 36	
" Amt: Collected from B. F. Cutler in by Withers & Prentiss Atty's.	93 75	
" Amt of accts. collected by trustee.	35 83	
By Amt. paid "Chinaman Sun" for advertising per cent		\$ 3 75
" Amt paid "Examiner" do		2 00
" " " Withers & Prentiss for collecting \$93. $\frac{75}{100}$ from B. F. Cutler		9 37
" " paid same Atty's in the same		50 00
" " " J. R. McGuire, as book- keeper at sale of goods		9 75
" " " L. E. Saunders Clk. do		25 00
" " " F. W. Latam do do		4 15
" " " Geo. T. Parker, Cris		51 00
" " " R. H. Rawles, trustee Comm. 554		65 34
Carried over	\$ 1306 94	220 36

Brought on	\$1306	94	8	220	36
To paid for R. Samuels rent				111	40
" " R. R. Smith Town taxes				24	57
" " H. E. Smith State & Co. do				32	25
" " Counsel fees for 13 Com.					
Law Suit @ \$5. each				65	00
" " Writ tax on same				13	00
" " Deed of Trust				5	00
" " Court of Accts: for making up acct				10	00
" " Clerk for recording same				5	00
" " Trustee for making acct:				5	00
	\$1306	94	\$	491	58

By Amt in hands of trustee
to balance and subject
to distribution among the
creditors named in the
deed of trust aforesaid

\$ 815 36

Schedule of Debts secured by
the Deed of Trust aforesaid
and to be first liquidated out
of the trust fund.

Commercial Bank of Suffolk	\$	573	72
Carroll, Adams & Co.		146	30
G. J. Tennant		22	25
Morris Brothers		45	12
J. Edward Byrd		14	09
Wm H. Blackwell		22	63
Sarah L. Wellons Bond & Interest	2200	00	
Same Note " "	212	00	
Stewart & Riddick		15	00
	\$3251	11	

Note by Court: Thus it will be seen that the trustee
had in hand assets amounting to \$815.36 with

which he was to pay debts amounting to \$3251 11 and which has been distributed pro rata according to terms of trust deed as follows being a ratio of $25\frac{7}{100}$ per cent, with a fraction of 74 cents remaining which has been added to the share of Mrs L. L. Wellons, as per vouchers exhibited before your Commissioners.

Commercial Bank	\$143 83	
Carroll, Adams & Co	36 67	
Le. J. Tennant	5 57	
Monis Brothers	11 31	
J. Edward Byrd	3 53	
Wm. H. Blackwell	3 68	
Sarah L. Wellons	605 01	
Stewart & Riddick	3 76	
By Assets on hand		\$ 815 36
	~~\$ 815 36~~	~~\$ 815 36~~

Note by Com^{rs} It appearing that Sarah L. Wellons was endorser on the notes due the Commercial Bank and Carroll, Adams & Co, and hence liable for the deficiency of her principal, the balance due them was deducted from her as provided for in the deed of trust dividend, as follows

To Amt due Com ^l Bank	\$573 72	
By pro rata share of dividend		143 83
" Amt deducted from Mrs S. L. Wellons dividend		429 89
	~~\$ 573 72~~	~~\$ 573 72~~

To Amt due Carroll, Adams & Co	\$146 30	
By pro rata share of dividend		36 67
" Amt from S. L. Wellons share		109 63
	~~\$ 146 30~~	~~\$ 146 30~~

Hence Mrs Wellons' account may be stated thus.

To Amt of dividend due her by trustee	\$ 605 01	
By Amt paid for her to Corn. Bank as endorser for J. H. Ames		\$ 429 89
" Amt paid Canoll, Adams & Co as endorser for same		109 63
" Amt due to balance		65 49
	<u>\$ 605 01</u>	<u>\$ 605 01</u>

Therefore the Trustee's account of final distribution should be stated as follows

To Amt in hand for distribution among the creditors under the deed of trust	\$ 815 36	
By Amt paid Corn. Bank		573 72
" " " Canoll, Adams & Co		146 30
" " " Le J. Tennant		5 57
" " " Morris Brothers		11 31
" " " J. Edward Byrd		3 53
" " " W ^m H. Blackman		5 68
" " " Stewart & Riddick		3 76
" " " Mrs. S. L. Wellons		65 49
	<u>\$ 815 36</u>	<u>\$ 815 36</u>

Your Comm^{rs}. reports that there are no funds in the hands of the trustee at this time for further distribution. nor will there ever be anything in his hands liable to the satisfaction of the debts hereinbefore reported as due and owing to Bruff, Faulkner & Co. and Sichel, Heelen & Co. In fact

Sichel, Helen & Co
Bruff, Fannner & Co.
vs & Chg - ~~Comr~~ Report
R. H. Rawles, trustee

Comr's Report of
Trustee's Transaction

1881 - Octo. 31st.
Filed with the papers.

The trust assets can never by any possibility
be sufficient to pay off and discharge the
trust debts, -
All of which is respectfully
submitted.

Edw. Carey
Commissioner.

Comr's fee \$15⁰⁰₀₀

Bruff, Faulkner & Co. v.

^{v.}
R. H. Pawles Trustee v.

and.

Sichel & Hallow & Co.

^{v.}
Same.

These causes ~~came on this day by consent~~ which have been regularly matured and set for hearing at rules ~~came~~ on this day by consent to be heard together upon the Bill, the exhibits therewith filed, ~~and~~ the Answer of the defendant Sarah L. Willons and the depositions of witnesses and was argued by counsel. On consideration whereof the Court doth adjudge, order and decree that the orders of injunction heretofore entered in these causes be set aside and annulled, ~~and the Bills of the plaintiffs dismissed~~ and that the defendant Sarah L. Willons recover of the said Complainants her costs by her about her defence in this behalf expended.

And the Court doth further adjudge order and decree that one of the Commissioners of this Court do

Bruff, Faulkner & Co.
N. Y. Dr. 1881.

N. S. Pawles, Trustee &c.

Special Term 1881

To be entered.

Tested

Copy

Entered O.B. page 534

Let the State's report to Court an account of the
inculterence of J. W. Thiers to said ticket, Keller
To and Bruff, State Treasurer To respectively, and
also an account of the ^{removals of the} said O. S. Pawles, Treas-
urer, showing what amounts have come into
his hands as such & what disposition he has
made of the same.

State of Maryland
City of Baltimore Set

J Murray Hanson
a Commissioner of the State of Virginia
appointed by the Governor thereof
for the state of Maryland duly
Commissioned and qualified residing
in the City of Baltimore do hereby
Certify that on this the 29th day of
November AD 1880 personally
appeared before me in the City of
Baltimore aforesaid John L.
Sickel to me well known, who
being by me first duly sworn
according to law on his oath says,
— That he is a member of the firm
of Sickel, Heller & Co merchants
in the City of Baltimore aforesaid,
That on or about the 28th day of
September 1880, T. H. Hines who had
been doing business under the firm
name of B. F. Cutchin & Co of Suffolk,
Virginia, was owing the firm of
Sickel, Heller & Co a note of \$211.²⁶/₁₀₀,
due on the 6th of October ensuing, also
an open account of \$92.14 — That
said T. H. Hines desired to purchase a
new Bill of goods in his own name

as he had recently dissolved the firm of B. F. Cutchin & Co, that this he deponent declined to do, unless he furnished his deponents firm security.

That the said J. H. Hines furnished security and they sold him a bill of goods. That the said Hines stated that he feared he would not be able to meet the note due on the

6/9th day of October 1880 in full, nor the Open account which matured some what later. That he deponent then, in view of the fact that he (Hines) asking for a renewal on an account which was maturing, had a conversation with him on the subject of his affairs, that he (Hines) stated in substance; that all he owed then, personally and as a member of the said firm of B. F. Cutchin & Co was in accordance with a letter dated Sept 8th 1880 hereunto ^{annexed} marked A. written by him to said firm of Sickel, Allen & Co. That he deponent then asked said Hines whether Mr

S. L. Wellens his mother in Law had an interest in the business of said firm of B. F. Cutchin & Co, or whether

B. F. Cutchin & Co or himself owed
Mrs S. L. Wellons any money, as
Capital in the Concern, or was in
any manner indebted to her, that
said Hines replied no, that every
thing was held by himself, having
previously settled with his former
partner B. F. Cutchin, That on the
Strength of these representations
deponent agreed to receive and
accept all he (Hines) could pay
on maturity of note due on 9th
October 1880, and accept a renewal
note due thirty days later ^{for balance} - and also
agreed to receive a note at (45)
forty five days from September 28th
1880, for the open account, which
with interest added amounted to
\$92 ⁸³/₁₀₀, and due on 12th November 1880,
That when the said note of \$211.26
fell due, he (Hines) remitted \$61 ²⁶/₁₀₀,
on account, and gave his renewal
note for \$151 ¹²/₁₀₀ as per agreement.
That on the day before this note
matured he made an assignment
of all his property preferring Mrs
S. L. Wellons to the amount of
\$2,200 in a deed of Trust &c, that

since then both notes have matured
and were dishonored. That upon
the ^{said} representations of the said T. H.
Hines, the deponent was induced
and agreed to a renewal of Note in
part, due on 9th October 1880, and
Closed Open account by a forty five
days note. That had he deponent known
that Mrs S. L. Wellons was a creditor
as now stated by Hines, he should
not have agreed to such a settlement
and would have enforced payment
on note and open account when
they became due. That said
representations were made to him
deponent by the said Hines at the
Store house of Sickel Hellert & Co in
the City of Baltimore Maryland on or
about the 28th day of September A.D. 1880

Sworn to and Subscribed
before me at Baltimore by
the said John L. Sickel this
29th day of November A.D. 1880

John L. Sickel

At Witness my hand
and official seal

Murray Hanson
Commissioner for Virginia
in Baltimore City Maryland



Paper marked "X"
filed by John L. Seibel
as his answer to
Institution No. 1

C. H. Seibel
Cand.

This Deed,

Made the 9th day
of November in the year of our Lord one thousand eight hundred
and eighty between Thomas N Himes

and

Florence A Himes

his wife, of the County of Harrison and

and State of Virginia, of the one part, and Sarah L Wellons

of said County & State,

of the other part, Witnesseth: That in

consideration of the sum of One thousand dollars in hand paid
the said Thomas N Himes and Florence A Himes

his wife, do grant with general warranty, unto the said Sarah L Wellons

and to ^{her} his heirs and assigns, forever, the

following real estate, to wit: ~~All that tract, piece or parcel of land, situate, lying and~~
~~being in the County of~~ in the State of

Virginia, and bounded and described as follows:

All their interest in the lot situated in the County
of Suffolk County and State aforesaid, on the
South side of Kelly Street on which the late Rev W B
Wellons resided previous to his death; said
lot being generally known as the "Wellons" Home place
and being one of the lots devised to Sarah L Wellons
by Rev W B Wellons by his last will and testament
and afterwards conveyed by the said Sarah L Wellons
to Thos N Himes by deed duly recorded, but such con-
veyance was subject to the life estate of the said Sarah
L Wellons in the said lot: Containing by estimation
four acres, more or less: the said interest of the said T N
Himes being a remainder in fee after the death of
said Sarah L Wellons who already owns before the
delivery of this deed, a life interest or estate for her own
life in the property hereby conveyed: said property
being subject to a deed of trust in favor of the
Farmers Bank of Harrisonburg to secure said Bank
a debt of \$1500.

together with all and singular the appurtenances belonging to the same.

And the said *Thomas N Hines* covenants that he has the right to convey the said land to the said grantee; that the said grantee shall have quiet possession of the said land; that he has done no act to encumber the said land; and that he will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

T N Hines (SEAL.)

Witnesses:

Florine A Hines (SEAL.)

State of Virginia,

} To wit:

County of *Nassau*

J R Raulb a Notary Public

in and for the county aforesaid, in the State of Virginia, do certify that *Florine A Hines* the wife of *Thos N Hines* whose names are signed to the writing above, bearing date the *9th* day of *November* 18 *80*, personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said *Florine A Hines* acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this *9th* day of *November* eighteen hundred and ~~seventy~~ *eighty*.

R H Raulb
J R

VIRGINIA:

} To wit:

County of *Nassau*

I, *J R Raulb*, a Notary Public in and for the said county, in the State of Virginia, do certify that *Thos N Hines*

whose name is signed to the writing above, bearing date the *9th* day of *November* 18 *80*, has acknowledged the same before me in the county aforesaid.

Given under my hand this *9th* day of *November* 18 *80*.

R H Raulb
Notary Public

I am the Clerk of Nassau County Court, the 11th day of November 1880. This Deed was received, duly certified, and thereupon admitted to record.

Teste Peter B Prentiss Clerk

A Copy

Teste Peter B Prentiss Clerk

(Copy)

Deed of Bargain and Sale.

Thomas H. Hoies & wife.

To

Sarah L. Wellons.

To be filed with deposition
of Peter in

Prin. Court. No. 100
et

Hoies & wife

Little, Conn.

To R. H. Rawles Trustee, Thomas H.
Hines and Sarah L. Wellons

You are hereby notified that on Wednesday the 23rd day of March, 1881, at the residence of Mrs Sarah L. Wellons, in the Town between the hours of 10 a.m. and 10 P.M. of Suffolk, Va., ~~we~~ shall proceed to take the depositions of John L. Sichel and G. B. Hauckner to be read as evidence in behalf of Bruff, Hauckner & Co and Sichel, Helen & Co, in a certain suit in equity depending in the Circuit Court of Hanseman County, wherein said firms are plaintiffs and you are defendants; and if from any cause the taking of the said depositions be not commenced, or if commenced, be not concluded, on that day, the taking thereof will be adjourned from time to time, between the same hours until the same shall be completed.

Bruff, Hauckner & Co
Sichel, Helen & Co.

lg

Counsel for Defendants, before me, accepted legal and sufficient service of the above notice

Given under my hand the 23rd day of March 1881

C. H. Carsey, Court in chey

Sechel, Helen & Co
 and
 Bruff, Fauchner & Co } Plaintiffs
 vs } In Chancery
 Sarah L. Wellous & al } Defendants

The deposition of John L. Sechel and A. B. Fauchner, taken before me, C. H. Causey, a Commissioner in Chancery for the Circuit Court of Hanover County pursuant to notice hereto annexed, at the house of Mrs. Sarah L. Wellous in the Town of Suffolk, Va. on the 23rd day of March, 1881, between the hours of 6. A. M. and 6. P. M. to be read as evidence on behalf of Bruff, Fauchner & Co and Sechel, Helen & Co. in a certain suit in equity now depending in the Circuit Court of said County, wherein Sechel, Helen & Co, & Bruff, Fauchner & Co. are Plaintiffs and Sarah L. Wellous, J. H. Hines & R. H. Rawler trustees, are Defendants.

Present John H. Wright Esq. Atty for Plffs-
 and

R. R. Prentiss and R. H. Rawler of counsel
 for Defts:

The usual preliminary questions, having by consent of counsel on both sides, been dispensed with,

1220

John L. Sechel being duly sworn
deposes and says

State the circumstances under
which you sold the goods for which
you have filed your bill, to Mr.
Hines and whether in any
statement made to you as a
basis of credit - any mention was
made by him of indebtedness
to Mrs. S. L. Wellen?

Ans

So much of the above question as
refers to any statement of J. H. Hines
with reference to the debt of Mrs. Wel-
len - excepted to as irrelevant and
immaterial

The deponent asks leave to fill a
written statement contained in a
paper presented to the Commis-
sioner and ask that so much
of said paper as is contained
within the space beginning -
"that he is a member of the firm
of Sechel, Helen & Co" and Conclud-
ing - "in the City of Baltimore Mary-
land on or about the 28th day of
September A. D. 1888" as and for his
answer to the above question and

said paper is herewith filed marked

"X"
Counsel for Defendant except
to the above answer became illegal
in form, and became irrelevant-
impertinent and immaterial;
and to the said paper as evidence
in this case, because ^{no part of} it is
~~not~~ competent testimony in
~~this case.~~

And further this Depoent
senth not

John D. Siskel

A. B. Fauchner being duly sworn
deposes and says.

1 Quest.

State whether you are a member
of the firm of Bruff, Fauchner & Co
one of the parties to this action, and
whether you sold goods to J. H.
Himes?

Ans

I am a member of said firm
one of the parties to this action
and sold goods to him on the
1st of October 1880,

2 Ques

Did Mr. Hines at that time make to you any statement of his assets and liabilities on a basis of credit, and if so what?

Ans

Excepted to by Defts Counsel

Ans

He did make a statement a memorandum of which I took at the time and have with me showing his assets to amount to \$5066⁰⁰/₁₀₀ and his liabilities to \$1607⁶⁶/₁₀₀,

His indebtedness was in the way to Bruff. Faulkner \$750⁰⁰/₁₀₀; to Carroll Adams & Co. 214⁴¹/₁₀₀; to Sechel, Helen & Co. — 302⁹⁰/₁₀₀; to Adams, Buck & Co. 182¹⁵/₁₀₀; to Norfolk Creditors 158²⁰/₁₀₀

3. Ques

Was any mention made or question asked as to indebtedness to Mrs. G. L. Wellam, ~~I asked him whether he owed Mr. Wellam any money~~

Ans

I asked him whether he owed Mrs. Wellam any money and he replied he did not.

= The above question and answer excepted to by Counsel for Defendant

4. Ques

Did you see him at that time

a bill of goods upon that representation?

Ans. We sold him a bill of goods at that time amounting to \$366⁸¹/₁₀₀ on the strength of this statement together with an agreement on his part to secure us in case anything should happen to him and he executed a power of Attorney to confer judgment in case the bill was not paid at maturity

Cross-examined by Defendant's Counsel

1 Quest. You have given what purported to be a statement made to you by Mr. Hines on a certain day which you have named showing his liabilities to be \$1607⁶⁶/₁₀₀ - were you not in Suffolk a few days or weeks previous to that, and were you not informed of the fact by Hines that in addition to the liabilities you have mentioned he was also indebted to the Farmers Bank of New Bedford for about \$2550.⁰⁰/₁₀₀ for which they held a mortgage on his real estate, which was included in his

assets:

Ans

I was in Suffolk several weeks
previous and Hiner informed me of
this indebtedness to the Farmers Bank
which he said was secured by deed
of trust on real estate but said real
estate was not included in the list
of assets given me. - said assets
consisting of stock of goods \$2946.⁰⁰
and debt due him \$2120.⁰⁰
making a total of - - - \$5066.⁰⁰

2 Ques.

Has the firm of Benff. Fancher & Co been
paid for the goods bought Octo: 1st 1880
Not fully -

Ans

3 Ques.

How fully

Ans

\$300⁰⁰ was paid us Nov: 24-1880,

And further this Depoent said
not
H. B. Fancher

State of Virginia,

County of Hanover, to wit

J. C. H. Cassey, a Commissioner in Chancery for the Circuit
Court of said County, in the State aforesaid, do hereby certify
that the foregoing depositions were duly taken, sworn to
and subscribed before me, at the time and place men-
tioned therein. Given under my hand this 24th day of
March, 1881

Court's fee 5.00

C. H. Cassey, Court in Chancery

Bruff, Frankmer & Co
and
Seckel, Helen & Co
vs Enchey
Sarah L. Wellman & Co
=

Deposition taken
for Plaintiffs

1881, March 24th Filed
clk

Am't of Stock on hand Sep. 7th 1880 \$ 3068.10
" of Notes and Accts. 2,184.59
\$ 5252.69

Am't owing in Balto & Virg. 1803.58
\$ 3449.11

B. F. CUTCHIN & CO.,

DEALERS IN

Dry Goods, Notions, Boots, Shoes, Hats,

HARDWARE, GROCERIES, &c.

Suffolk, Va.,

Sept. 8th 1880

A
Messrs Lickel & Ellis Esq
Gentlemen.

Having been compelled
to ask an extension of time from you
on my note due the 6th of this month, which
you granted. I feel it my duty to make a
plain statement of my affairs. so that you
may know the standing of the store. To this
end I send you an exact statement of assets
and liabilities. Mr Faulkner of Buff Fulkner
& Co was here a few days since and to him
also I made a plain statement. My ^{net} ~~gross~~ ⁷³⁰ ~~gross~~
to them due the 3 and 6th of this month being
due. I gave them in settlement my note
at 4 months secured by real estate. My
object is to pay off all the balance I owe
when I go North about the 1st of October if
I can make my collections. I can do so easily.

T. H. HINES,

DEALER IN

~~Tobacco, Cigars, Snuff, Cigarettes, &c.~~

WASHINGTON SQUARE,

Suffolk, Va.,

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and on no one but Mrs Bruff Foulkner lies -
All my notes and accts have been met promptly except Yours & Mrs. Bruff Foulkner's - and
I expect to meet Yours - and all others when due
or before - but if I do not succeed in doing
this - will then be perfectly willing to receive
Yours, if You desire it, as I did Mrs Bruff Foulkner's -
Remember, Your kind, has been remarkably
dull the past season - but we are all anticipating
a large trade this Fall & Winter -

Thanking You for past favors.

Yours Very truly
T. H. Hines.

Letter and state-
ment - marked "A"
+ offered by the Plffs -
Ct. H. Court

This Deed made this 8th day of November 1879, between Sarah S Wellons of the Town of Suffolk, County of Hanover and State of Virginia, of the one part, and Thomas H Davis of the same place of the other part, Witnesseth: That the said Sarah S Wellons being now advanced in years, and being desirous to free herself from the cares of business, does hereby grant, bargain, sell and convey unto the said T H Davis, for and in consideration of the sum of Six thousand dollars, the following real estate, to wit: 1st The lot and all the appurtenances thereto appertaining on which the said Sarah S Wellons now resides, situated on Wellons and Kelly streets, in the Town of Suffolk and containing four (4) acres more or less. 2nd The lot lying and being in the Town of Suffolk aforesaid, and on the North side of said Kelly street ^{and} known as the "Danbar Lot," containing two (2) acres, more or less together with all ^{the} appurtenances thereto, belonging. 3rd The lot and ^{all} appurtenances thereto, on the North side of Kelly street in the Town of Suffolk and known as the old printing office lot of the "Christianian Science" a newspaper published in the Town of Suffolk. 4th A Lot and its appurtenances, situated in the Town of Suffolk, on the Southwest corner of Kelly street and Lee avenue, and

Known as the "Andrew Harris" Lot, on
5th, a Lot and its appurtenances, situated
in the Town of Suffolk, on the South East
Corner of Kelly Street and Lee Avenue and
Known as the George Ward Lot.

6th. A Vacant lot situated on the East
side of Lee Avenue between what is known
as the "Dennis Morris" Lot and Amos
Harrells line. 7th Two (2) acres of land
situated in the Town of Suffolk aforesaid
and lying between Willow Hill Cemetery
and the line of the Seaboard and Roanoke
Rail Road.

But it is expressly under-
stood and agreed by and between the parties
aforesaid, that the said Sarah L Willons
shall hold and possess an Estate for life
in the lot and appurtenances first herein
mentioned, whereon she now resides.
The said Sarah L Willons derived title
to all the above mentioned property under
the will of her husband, the late Rev
W B Willons, deceased, said will having
^{on the 12th day of March 1877 and recorded}
been admitted to probate in Henric County
County Court. Clerks Office in Will
Book No 2 page 321.

And the said Sarah L Willons covenants
that she has the right to convey the above
named property and does hereby convey

the same with general warranty; that she
has done no act to encumber the same; that
the grantee shall have quiet possession of
the same; and that she will make all
further assurances necessary
Witness the following signature and seal
Witness Sarah L Wellons *[Seal]*
J R Baker
D B Deenbar.

In the Clerk's Office of Hanson and County Court
the 14th day of November 1879

This Deed was proved by the oaths of J R Baker
and D B Deenbar, the subscribing witnesses
thereunto, and thereupon admitted to record
Teste

Peter B Prentiss Clerk

A Copy

Teste:

Peter B. Prentiss. Clerk.

X^{mid}

Sarah L. Wellens

To { Copy Deed
Thomas H. Hines

Suffolk Nov 23rd 1880

Mr Bruff Foulkner & Co

Gentlemen.

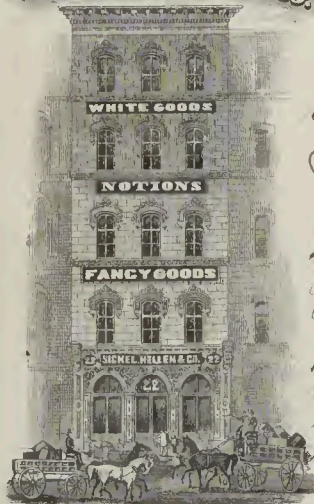
I am surprised to learn that you
have placed my Note for \$366⁵⁰ and the
1st day of Dec in the hands of an Attor-
ney - for I have instructed Mr Rawls to re-
ply to your letter and to state that this Note
would be paid at maturity. I have sent and
sent \$300⁰⁰ in part payment of this
Note. which and you will please credit the
Note with. Your claim was not mentioned in
the deed of Trust for the reason I knew my
Note would be due before the business could be
settled, and I was led to pay you in full
when Note was due. I have done my very best
to carry on my business but every thing has been
against me. I appreciate your kindness and
sincerely hope you may realize from the
Mortgage on Property the full amt of your claim.
Will send you the balance on Note as early as
I can, hope to do so at maturity. If the Note

Int^d 366th has been placed in the hands of
an attorney. You will please withdraw it.
I explained to Mr Dondos (Your Agent) the rea-
son I did not mention to you Mrs Willous
claim - and told him my vote and you the 1st
of Decr would be paid. Please let me hear
from you.

Yours Very truly
J. H. King.

Paper marked "B"
offered by Plaintiff
as evidence in this
Case C.H.C.
Cout

SIGMUND HORN & CO.



22 Hanover St.

\$ 314 ⁴⁵/₁₀₀

Suffolk V.^u Oct 1st 1880

I ournishes after date I promise to pay to
the order of Pickel, Heelss & Co
Three hundred and fourteen ⁴⁵/₁₀₀ - ¹⁰⁰/₁₀₀ Dollars V.^u

Payable and negotiable at Commercial Bank of Suffolk
Value received without offset. The Maker and Endorser each hereby waive the
benefit of the Homestead Exemption as to the debt evidenced by this Note.
Witness my hand, this 1st day of Oct 1880

No.

Due

4 Feb'y

C. J. Hines

Lith. by A. Horn & Co. Baltimore.

Paper marked "3"
filed by Defendant
to be in evidence
for them in the Court

Cattle Court



To, Joseph E. Bruff, Wm Adams, Alfred B. Faulkner and Wm
R. Wickett merchants & partners as Bruff, Faulkner & Co and
John L. Wickett and John F. Wickett merchants and partners
as Wickett & Wickett & Co.

You are hereby notified that on Wednesday,
the 23. day of March 1881 at the residence of
Mrs Sarah L. Wellons in Suffolk Virginia, between
the hours of 9 A.M. and 9 P.M. of that day I shall
proceed to take the depositions of Thomas H. Wickett
and others, to be read as evidence in my behalf, in a
certain suit in equity depending in the Circuit
Court of Hansemond County, wherein I and others
are defendants and you are Complainants, and if
from any cause the taking of the said depositions be
not commenced, or if commenced, be not concluded
on that day, the taking thereof will be adjourned
from time to time, between the same hours until the
same shall be completed.

Sarah L. Wellons -
by Counsel

Wickett & Wickett. p.d.

I acknowledge legal and sufficient service of the
above notice.

Jno H. Wright Atty for

Bruff, Faulkner & Co &
Wickett, Wickett & Co.

Bruff Faulkner & Co. 9th

Notice to take
Deposits.

Lines et. als

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Sechel, Helen & Co
 and
 Bruff, Faulken & Co
 vs & In Chancery
 Sarah L. Wellons, & al. Defendants

The deposition of Sarah L. Wellons
 Thomas H. Hines and others, taken
 before me, C. H. Canney a Commis-
 sioner in Chancery in the Circuit
 Court of Henric County
 pursuant to notice hereto annex-
 ed, at the home of Mrs. Sarah L.
 Wellons in the Town of Suffolk
 Virginia on the 23rd day of March
 1881, between the hours of 9 A. M. and
 6 P. M. ^{on behalf of the defendant S. L. Wellons} to be read as evidence, in
 a certain suit in equity now de-
 pending in the Circuit Court of
 said County wherein Sechel, Helen
 & Co and Bruff, Faulken & Co are
 Plaintiffs and Sarah L. Wellons
 Thomas H. Hines and R. H. Rawls
 & Co are defendants

Perat John W. Wright Esq. ^{for Plaintiff} and
 R. R. Prentiss and R. H. Rawls, Esq. ^{for Defendant}

J. H. Hiner being duly sworn depun and says
1. Ques What is your name your age,
where do you reside and what is
your occupation and are you a part to this ^{suit}

Ans Thomas H. Hiner, reside in Suff.
folk, ~~am~~ 37 years of age and by
occupation a merchant and I am
one of the parties to this suit.

2. Ques Examine the paper now shown
you marked vol. a bond for
\$2000. ^{or} dated 15th Dec. 1879 and
state whether you signed it
and what was its consideration?

Ans On or about the 15th day of Dec.
1879 ~~the stock of B. F. Cuthbert~~
Mr William ~~Wells~~ ^{Wells} bought out the
~~in the name of B. F. Cuthbert~~
interest of B. F. Cuthbert and it was
just before that time in the hands
of a Receiver appointed at the
instance of the Norfolk Creditors.
Mr Wells seeing that the stock
was being sacrificed, as she
thought proper to me to buy
out the stock. The proposition
was that I should pay off the
debt of the Norfolk Creditors
and give him a bond for \$2000 ^{or}

for her interest in the store, books
etc. to which I assented - To get
the amount due the Norfolk
creditor which was about \$1800⁰⁰
I had to borrow this \$1500⁰⁰ from
the Farmers Bank for which I gave
her a lien on the "Home Place"
in which Mrs. Wellen had a life
right - It was impossible for me
to borrow this money from the
Bank upon the "Home Place"
without Mrs. Wellen relinquish-
ing her life right, which she did
with the condition that I should
give her a deed for my further
interest in the property.

I then made to her a bond for
\$2000⁰⁰ which she now holds.
and "Xbt. no 1" in the paper.

Mrs. Wellen told me at the time
that she would not press me
for the money unless she needed
it.

3rd Ques. Examine the negotiable note for
\$200⁰⁰ marked Xbt. no 2. dated
June 2nd 1880, and state whether
you signed it and what was its
consideration?

Ans. On the 2nd of June 1880 there was a

note or some notes due by the firm
of B. F. Butcher & Co., and we found
we did not have money enough
to meet those notes promptly
and to meet them I borrowed
from Mr. Wellman this amount
for \$200⁰⁰ for which I gave him
my negotiable note and "xlt-ho 2,
in the paper.

This can be substan-
tiated by the books of the firm
kept by Mr. Butcher who knew the
circumstances.

The Defendant Mrs Sarah L. Wellman
now offers papers numbered vol. 1 &
no 2, ^{the same} as evidence in this case.

4th Quest. Have either of them debts or any
part of them been paid?

Ans. They have not.

5th Quest. What was the consideration of the
Deed of Benjamin & Sale dated the
9th day of November, 1880, from
J. H. Primer & wife to Mrs Sarah L
Wellman conveying the ~~said~~ right
title and interest of said Primer &
wife in and to a certain home

and lot on the South side of Kelly Street in the Town of Suffolk?

Ans.

This property was since subject to a life right of Mrs. Wellman. I wished to borrow \$1500.⁰⁰ on the property: finding it impossible to do this without her relinquishing her life right, I agreed in consideration of this life right of hers to give her a deed for all further interest in the place after these \$1500.⁰⁰ were paid: though this agreement was made on the 15th day of Dec: 1877 the deed was not written and recorded until some time in November 1880, she not thinking it necessary until then.

Q. Just

Do you mean to say that Mrs. Wellman relinquished her life right to you?

Exceptions

to by Plaintiff's Attorney

Ans.

Defendant's Atty. Called upon Plff's Atty. to state the ground of his exception: which is refused by Plff's Atty.

Ans.

I would state that we estimated her life right to be worth \$1000.⁰⁰ in

in the property. We estimated the property to be worth about \$2500.⁰⁰ therefore if the property sold for \$2500.⁰⁰ there would be \$1000.⁰⁰ coming to her in lieu of her life right-
7 Ques Who did you get the money from, how much did you get, and how was it-secured?

Ans I borrowed the money from the Farmers' Bank of Newbern, the amount borrowed was \$1500.⁰⁰ and it was secured by a deed signed by myself, my wife and Mr. Wellons.

8 Ques Did Mr Wellons see any part of this amount of \$1500.⁰⁰

Ans She did not

Cross-examined by Plaintiff's Attorney.

1 Ques You speak of purchasing the interest or stock of goods belonging at the time of purchase to Mr S. L. Wellons but formerly the goods of B. F. Cutch-
in & Co. What was the amount of stock on hand at the time you purchased ~~for \$2000.⁰⁰~~ and what was the liabilities you assumed.

an I think the amount of stock according to an inventory taken was \$3060⁰⁰; this inventory was taken as I understand at the full cost of the goods - and the debts I assumed were those of the Suffolk Creditors amounting to \$1700⁰⁰ or \$1800⁰⁰.

2^d Q^{uest}. Had you not previously purchased from Mr. Wellman several parcels of real estate in the town of Suffolk?

an I had

3 Q^{uest} Did not Mrs. Wellman own the lot on the South Side of Kelly Street, to which you have previously alluded in the simple, and how did it happen that at the time of making the deed of trust to the Farmers Bank, she had only a life-right?

an

~~At the time she died was in the simple.~~

Excepted to by Defendants attorneys because the answer cannot be the best evidence, the original deed being on record in the Clerk's office of Her Majesty's Court and are the best evidence of title

Ans At one time she did own it - in
fact simple - and the reason she
had only a life right at the time
of making the deed of trust was
that she had sold all her real
estate to me, reserving a life
right only in this "Home Place"
which the deeds in the Clerk's office
will show.

Q. Trust.

Examine the letter herewith handed
you marked "A" and a statement
appended thereto dated September
8th, 1880 and state whether the
same is in your hand writing
and was written by you?

Excepted to become the paper
marked "A" shows on its face that
it is irrelevant and immaterial
to the issues in this cause by the
Defendant's ^{Sarah L. Wellens} Attorneys.

Ans It was written by me. When I made
this statement I referred only to the
business of the store, I did not
state anything of my real estate
or anything except what was di-
rectly connected with the store
business.

Plaintiffs Attorney here offers the paper marked "A" to be read in evidence on their behalf in this case

5th Quest. Examine letter marked "B." and dated 23rd, November, 1888 and state whether or not you wrote the same.?

Excepted to by Counsel for Mrs. S. T. William for reasons given above.

Ans. I did -

Plaintiffs Attorney here offers the paper marked "B" to be used in evidence on their behalf in this case.

Re-examined for defendants.

1st Quest. Was the draft alluded to in the letter marked "B" paid at maturity?

Ans. It was paid before the note was due

2nd Quest. Did you ever purchase any goods from Sechel, Helen & Co subsequent

To the 8th of September 1880, the date
of the letter and statement marked
A. 1.

Ans I did

3rd Ques Did you pay for this

Ans Yes.

4 Ques Examine the note for \$314.⁴⁵/₁₀₀ payable
to Lechel, Helen & Co, state its consid-
eration and how it was paid.

Ans I purchased goods from Lechel,
Helen & Co, amounting to \$314.⁴⁵/₁₀₀
October 1st, 1880 for which I gave them
this note secured by a deed of trust
upon real estate consisting of a
house and lot on the South Quay road
near Suffolk on which there was
already a deed of trust for \$400.⁰⁰/₁₀₀.
And this note was paid by giving
to Lechel, Helen & Co a deed of Bargain
and Sale for my fee simple interest
in said lot, subject to the prior
lien of \$400.⁰⁰/₁₀₀.

Plaintiffs Counsel excepts to the
foregoing question and answer thereto
and "X b 1" No 3. filed therewith the
debt evidenced by said "X b 1" not be-
ing embraced in the proceedings

herein and an irrelevant, immaterial and impertinent

Defendants Counsel here tender paper marked "No 3" to be read as evidence for them in this cause

5th Quest While you were doing business as J. W. Hines, did you ever buy any other goods from Sechel, Helen & Co.?

Ans Not after I commenced business in my own name.

6th Quest Did you, personally, ever buy any goods of Buff, Fauchner & Co. for which you gave them a statement before purchasing, except the \$366.81, \$300.⁰⁰, part of which, has been paid?

Ans I did not.

7th Quest Sechel, Helen & Co. in their two bills of complaint - charge you, in one, with having purchased from them \$92.⁸³ ^{worth of goods} and in the other bill, \$150.⁰⁰. Did you personally purchase these goods, or were they purchased by B. F. Cutchin?

Ans They were purchased by B. F. Cutchin

for the firm of B. F. Butcher & Co. of
which ~~he was agent~~ I was the only
member.

Q. And ^{State whether} these statements contained in
paper marked "A" was made when
~~these~~ the debts claimed in the
bill were purchased or whether it
was made when the last goods
were purchased.

Ans. These two bills had been purchased
several months before by Mr. Butcher
and before I made any statement,
and had been curtailed to their
present amount.

Q. Did you ever represent to Sechel, Helen
& Co. or to Bruff, Fancher & Co., or to
any one else that you were not
indebted to Mrs. Sarah L. Wellous?

Ans. I did not.

Re-cross-examined by Plff's Atty

1st Q. At the time of making this state-
ment appended to letter marked "A"
did you not make a verbal state-
ment also, and were you not
seeking an extension of time on
the note and open account due

to Sechel, Helen & Co.?

Defendant by Counsel excepts to this question - as irrelevant, impertinent, and immaterial to the issue.

Ans We had a conversation on the subject - Mr. Sechel offered to extend the note by my paying a curtail, I did not make any verbal statement of my ~~status and assets~~ ^{and liabilities} to Mr Sechel.

2 Ques Was the offer of Mr Sechel of his own accord, or at your request?

Excepted to by Deft: Atty

Ans As far as my memory serves me Mr Sechel first called my attention to the note and open account and asked if I could meet them promptly when due. I stated my fears at not being able to do so in full, and then asked to be allowed to curtail and renew, which I did do.

3 Ques Were you not at that time seeking to purchase other goods?

Ans Excepted to by Deft: Counsel.

Ans.

Alleged that I proposed purchasing from Seckel Helen & Co at that time I intended securing them for by deed of trust on real estate which they accepted.

+ Trust

Did you ever state or intimate to Seckel Helen & Co, or to Bruff Hancock & Co, that you were indebted to Mrs. B. L. Wellon? and did you not in giving them a list of liabilities fail to include Mrs. Wellon among your creditors?

Excepted to by Deft's Atty's—

Ans

I did not for the reason that when I gave this bond of \$2000.⁰⁰ to Mrs. Wellon my mother-in-law, she told me that she would never push me for the money until she was compelled by necessity to do so. That after making the statement to Seckel Helen & Co I did not purchase any goods from them, (Seckel Helen & Co and Bruff, Hancock & Co) without giving them security in some form or other for the amount.

purchase

5th Ques

Did you not in every statement you made fail to mention Mrs Wellen as a creditor?

Ans

I did not mention Mrs Wellen name for the reason above given

~~And further this Depoent~~

Re-direct Examination by
Defendants Witness

1 Ques

Have you not paid Sechel, Helen & Co in full for all the goods purchased at the time said statement was given or since

Excepted to by Plff's atty

Ans

I have —

And further this Depoent
sath not.

J. H. Spring

Mrs Sarah L. Wellen being duly
sworn depoe and says.

1 Ques

Examine paper marked M-1 & Co

with J. H. Hines deposition and state what was the consideration upon which they were formed, and also state what was the consideration of the deed of bargain and sale dated the 9th November 1880, from J. H. Hines & wife to you conveying all their right in and to a certain house and lot on the South side of Kelly Street in Suffolk.

Ans

I wanted Mr Hines to pay the Norfolk Creditors the amounts due them and then give me \$2000⁰⁰ on the price of the goods in the store - and this bond for \$2000⁰⁰ is the one he gave me

Mr Hines agreed to this and I told him I would not push him for the money until compelled to do it.

Mr Hines borrowed \$200⁰⁰ from me to pay off some bills he owed and he gave me this note ^{no. 2} for \$200. I gave him the amount in money and it was money I had put aside to pay my trial expenses. In regard to the deed Mr Hines wanted to borrow some money and said

if I would join in the deed to enable him to borrow the amount he wanted he ^{and his wife} would convey to me their entire versionary interest in the house and lot on the south side of Kelly street. and ~~this~~ interest was valued at \$1000 ^{or} "

Question and Answer excepted to for Multifariousness and because the deed itself is the best evidence as to what was the consideration

Q Trust Where the debt evidenced by part per 1- & 2. with Arri's deposition or any part thereof been paid
Ans Not a cent has been paid

And further the Deponent says not

J. L. Wellons.

State of Virginia

County of Hanover, to wit

J. C. H. Leasurey, a Commissioner in chancery for the Circuit Court of said County, in the State aforesaid, do hereby certify that the foregoing depositions were duly taken, sworn to and subscribed before me, at the time and place mentioned

Bruff, Fauchner & Co
Seckel, ^{and} Helen & Co
vs Jm Chey

Sarah L. Wallcut
et al.

Depositions taken
for Defendants.

1881. March 24th. Filed.
clt.

Cherwin,
Given under my hand this 20th
day of March, 1881.
C. H. Lawrence
Clerk for Chey —
Comms fee \$5.00

Suffolk. Pa Dec 15th 1879

On demand I promise to pay unto
Mrs J. L. Wellons or order the first
and full sum of Two thousand -
dollars for value received, and I
hereby waives the benefit of my
Homestead Exemption as to this debt;
in witness my hand and seal this
the 15th day of Decr 1879;

\$2000 ⁰⁰/₁₀₀

J. H. Ames (Seal)

Paper marked No 1,
and used as an X bl-
in this Dist
C. C. C. C. C.



Sun Print, Suffolk, Va.

~~\$200~~

SUFFOLK, VA.,

June 2, 1880

Thirty

Days after date

I promise to pay unto

Mrs.

J. L. Bellono,

or order, negotiable and payable

at the Office of Discount and Deposit of the **FARMERS BANK OF NANSEMOND**, in Suffolk, without offset.

Two hundred

Dollars.

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.

J. H. Jones



No. 2 with 1/4

Lines Deposition.

Cable Case

Sickel, Helen & Co

Plffs

vs

Thos. H. Rawles Trustee & als Dfts

and

Sickel, Helen & Co

Ruff, Junken & Co } Plffs

vs

R. H. Rawles Trustee & als Dfts.

These causes came on this day to be again
heard ^{together} upon the papers formerly read, and
upon the report of C. H. Causey, one of the
Commissioners of this Court, made pursuant
to an order entered herein at the
special term of this Court, on the 21st day of
July 1881, to which report no Exceptions are
taken, and were argued by Counsel.

On consideration whereof, the Court, approving and confirming the said report, doth
adjudge order and decree that the Plaintiffs
Sickel, Helen & Co do recover of the Defendant
Thos. H. Rawles the sum of One hundred and
fifty-one Dollars and twelve cents, with interest
thereon from the 8th day of November
1880, ^{until paid} and also the sum of Ninety two Dollars
and eighty three cents (\$92 ⁸³/₁₀₀), with interest
from the 15th day of November 1880, until paid
together with their costs by them in this behalf

Expended.

And the Court both further adjudge, order and decree that the Plaintiffs, Buff, Jewell & Co do recover of the Defendant Tho^s. H. Hines the sum of Three hundred and sixty six dollars and eighty one cents, with interest thereon from the 3^d day of December 1880, subject however to a credit of Three hundred dollars on the date last named, together with their costs by them about this suit in this behalf Expended.

And nothing further appearing to be due in these causes, it is ordered that they be removed from the docket.

Sichel Helen O &
Buff J. W. Kuer O &

to

R. H. Rawls, Trustee & als,

Deere.

Enter this.

Oct 10th 1881

Y. W. Kuer.

Entered O. B. no 1

Page 546

The separate answer of Sarah L. Wellons, one of the defendants, to a bill of complaint exhibited against her and others in the Circuit Court of the County of Hansemond by Jos. C. Bruff, Wm. Adams, A. B. Faulkner and Wm. R. Waller merchants and partners doing business under the name of Bruff, Faulkner & Co., and John L. Sicker and John F. Waller merchants and partners trading as Sicker, Waller & Co. Complainants. -

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

That it is true as is alleged in the Complainants bill that Thomas A. Lines did on the 9. day of November 1880 convey to R. H. Rawles Trustee all the stock of goods then in the possession of the said Lines in his store in Suffolk, in trust to secure certain creditors therein named certain debts in the said deed described, including two debts due to ~~go~~ this respondent, one for \$2000. and the other of \$200. - This respondent denies that the said two debts or either of them, or any part of either of them are fictitious debts set up by the said Thomas A. Lines in fraud of actual creditors, but the same and

every part thereof are honest and bona fide debts founded upon good and valuable consideration moving from this respondent to the said Thomas McKines -

It is true also as is alleged in the Complainant's bill that on the 9. November 1880 the said Thomas McKines and wife conveyed to this respondent all their right in and to a certain house and lots on the South side of Kilby Street in the town of Suffolk, for the price of \$1000. - But your respondent utterly denies that there was any bad faith in this transaction, but the said conveyance was made in pursuance of the bona fide agreement hereinafter mentioned. -

The said indebtedness of \$2000. - due from the said McKines to this respondent arose under the following circumstances. - The mercantile firm of B. F. Cutchin & Co. composed of B. F. Cutchin Jr. and this respondent dissolved sometime in November 1879, and this respondent became the sole owner of their assets (consisting of a large and valuable stock of merchandise and a considerable indebtedness due to the firm) by virtue of an assignment from the said B. F. Cutchin Jr. - Upon an allegation of insolvency made by certain creditors of the said firm all of the said assets were placed in the hands of a Receiver appointed by the Circuit Court of Hansemond County in the Chancery

cause of Grady & Taylor v. B. F. Cutchin & Co. - While matters were in this condition, the respondent feeling that on account of her age and sex, and because she had already dissipated a comfortable fortune left her by her husband in a most disastrous mercantile venture, and was unfitted for active business life, determined to sell her interests in the said business. - In pursuance of this determination she did sell the assets and good-will of the said firm of B. F. Cutchin & Co. to the said Thomas H. Niles upon the following terms and conditions, the said Niles assumed all the outstanding debts of B. F. Cutchin & Co. and in addition ^{agreed} to pay her the sum of \$2000. - and on the 15. day of December 1879 executed his bond for that amount. - This sum still remains ^{wholly} due and unpaid to this respondent and is the identical debt secured in the Deed of Trust from Thomas H. Niles to R. H. Rawles, Trustee, bearing date the 9. day of November 1880. - The said Thomas H. Niles took possession of the said assets, compromised with the creditors of the old firm and continued the business at the old stand and under the old firm name for nearly twelve months. -

The consideration of the said indebtedness of \$200. - evidenced by the note bearing date 2. June 1880 is money actually borrowed by the said Thomas H. Niles from this respondent at that date and loaned to him

by this respondent in good faith and upon his written promise to repay it which he has never done. - The deed of Bargain & Sale bearing date on the 9. day of November 1880 was executed by the said Thomas H. Hines in pursuance of the following agreement. - This respondent owned a life estate in the said house and lots and the said Hines the remainder in fee simple, and the said Hines desiring to borrow the sum of Fifteen Hundred Dollars, promised and agreed with this respondent that if she would unite with him in a Deed of Trust upon the said real estate & to secure the sum of Fifteen Hundred Dollars, he would convey all his right title and interest therein to this respondent, so as to ~~vest~~ the fee simple title to the said Hone and lots in her, subject to the said lien by Deed of Trust for \$1500. - In accordance with this agreement this respondent signed a deed conveying the said real estate to a trustee for the benefit of the Farmers Bank of Newsumond in order to secure the sum of \$1500. - more than twelve months ago, and on the 9. day of November 1880 the said Thomas H. Hines & wife carried the said agreement fully into effect, by executing the conveyance alluded to in the Complainant's bill. - This respondent utterly denies that the said debt of \$2000. - is entitled to any credit whatever by reason of the said last mentioned conveyance, or on any

other account, but the same remains wholly due and unpaid) -

And this respondent utterly denies all grand, unlawful combination and confederacy, and having fully answered prays to be hence dismissed with her reasonable costs in this behalf expended, and she will ever pray &c -

S L Wellons,

Withers Prentiss -

p. d. -

Virginia:

County of Hansemond, to wits:

This day personally appeared before me R. H. Rawles a Notary Public for the County and State aforesaid, Sarah L. Wellons whose answer is above written, and made oath that the statements contained in the said answer, so far as made of her own knowledge are true; and so far as made from knowledge or information derived from others she believes them to be true. - Given under my hand this 23 day of March 1881. -

R. H. Rawles

Notary Public.

Answer of
Sarah L. Wellons
to Bill of
Bruff, Faulkner & Co. v. v.

This Deed made the 9th day of November 1880
between Thomas H Hines of the County of
Nansemond and State of Virginia of the one
part and R H Rawles of the said County and
State of the other part, and Chosen as trustee
for the purposes herein named, witnesseth;
That the said Thomas H Hines doth grant with
general warranty unto the said R H Rawles
trustee as aforesaid the following property
to wit, All the goods, wares, merchandise
of all and every kind whatsoever in and
about the store and ware house on the
Corner of Washington and Sycamore
Streets in the Town of Suffolk, County and
State aforesaid, Consisting of Dry Goods
Groceries, Boots and Shoes, Hats & Caps
Tobacco and Cigars, Hardware and Cutlery
Crocery, jewelry together with all and
singular the various goods, notions of
all and every kind now in and about
the said premises: belonging to the said
T H Hines including the store fixtures,
lamps, measures, scales &c also all the
books, notes and accounts due to ~~said~~
belonging to the said T H Hines

In trust to secure the payment of the following
debts to wit,

To secure to the Commercial Bank of Suffolk

the payment of the sum of \$200. evidenced by a negotiable note, also to secure to the same the payment of the sum of \$200. evidenced by another negotiable note, also to secure to the same the payment of the sum of \$180. evidenced by a negotiable note, also to secure to Carroll Adams & Co of the City of Baltimore the ^{payment of the} sum of \$146³⁰ evidenced by a note, also to secure to E J Tennant of the City of Norfolk the payment of the sum of \$22.²⁵ due by open account, also to secure to Morris Brothers of the City of Norfolk the payment of the sum of \$45¹²/₁₁ due by open account, also to secure to J Edward Byrd & Co of the City of Baltimore the payment of the sum of \$14⁰⁹ due by open account, also to secure to Wm H Blackhall of Kettrell North Carolina the payment of the sum of \$22.⁶³ due by open account, also to secure to Mrs S L Wellons of the Town of Suffolk the sum of \$2000 evidenced by a bond dated the 15th day of December 1879. also to secure to the same the payment of the sum of \$200 evidenced by a note dated the 2nd day of June 1880, also to secure to James R Baker of the Town of Suffolk the payment of the sum of \$28⁵⁰ due by open account: also to secure to Ballard & Smith the payment of the sum of \$4.⁰⁶ due by open account: also to

Secure to Stewart & Reddick the sum of \$15.⁰⁰ due by Open Account, Also to Secure to C F Norment the sum of \$25, all of which notes and bonds referred to above are made by the said J H Hines and payable to the parties secured as above and the said Open Accounts are due by the said J H Hines to the parties secured as above; and it is specially covenanted that in case of a sale all the debts secured in this deed shall be paid pro rata in case the proceeds of the sale shall not be sufficient to pay all the said debts in full, And in case there should not be enough to pay all the said debts in full, then after each of the parties have received their pro rata share enough shall be taken from the pro rata share of the said J L Wellons to pay in full the balance remaining due and unpaid upon the debts due to The Commercial Bank and Carroll & Adams & Co., and this amount is to be retained in the hands of the trustee to be applied as here stated: And whereas the said J H Hines finds himself unable to pay the debts secured above except by or from the proceeds of a sale of the property conveyed in this deed, and is willing that the same may be sold at public Auction by the said trustee after ~~after~~ the said Trustee shall

have given ten days Notice of the said sale by posting the said notice at the Courthouse door of the County of Nansemond and at other conspicuous places in the Town of Suffolk and by circulating hand bills announcing said sale generally through the said County of Nansemond: And said sale shall be made upon such terms as said trustee shall direct and after paying the expenses of executing this trust including a Commission of five per cent to the said trustee then to discharge the amount of money then due and unpaid of said debts: and the residue of any pay as the law directs. In the event it is deemed advisable by the said trustee to sell the said property privately, power and authority is hereby given him to do so and to employ an agent for this purpose if necessary.

The said Trustee is hereby authorized to give the said notice herein required at once and then to sell said property and pay the said debts so far as the proceeds of said sale may go, The said Trustee is further authorized to collect the amounts due to the said J H Hines by the bonds, notes, accounts and books conveyed herein to the said Trustee and to apply the proceeds from such collections as the proceeds arising from the said sale of the goods

Conveyed herein, In all other respects this deed
shall be executed according to the law governing
trust sales.

Witness the following signature and seal

J H Hines (Seal)

State of Virginia }
County of Hansemond } To wit..

I Rob R Prentiss a Commissioner in Chancery
for the Circuit Court of Hansemond County
do certify that J H Hines whose name is
signed to the foregoing deed bearing date the
9 day of November 1880 has acknowledged
the same before me in the County aforesaid
Given under my hand this 10 day of November
1880

Rob R Prentiss
Commr in Chancery

In the Clerk's Office of Hansemond County
Court, the 11th day of November 1880

This Deed of Trust was received, duly certified,
and thereupon admitted to record

Iste

Peter B. Prentiss Clerk

A Copy

Iste.

Peter B. Prentiss. Clerk

Thomas H. Hines ^{and}

To { Weed of Trash

R. H. Rivolet, Trustee for the
Common Bank of Suffolk Co. Va.

20 Hon Geo. Blaw Judge of the Circuit Court
of Hansewood Co.

Your Orators Geo L. Sicker & Geo F. Heller, mer-
chants and partners doing business under
the name of Sicker, Heller & Co, humbly com-
plain to Your Honor that some time in the
Spring of 1880 they sold to Thos N. Hines, a
merchant doing business in the Town of
Suffock, a certain bill of merchandise, for
which he executed a note payable to the
Order of Your Orators, which note had been
x entered and reduced to \$150⁰⁰, and was
payable on the 11th November instant, but
was returned to Your Orators unpaid, and
Your Orators further complain and refer-
rent that on the 9th day of November 1880
the said Thos N. Hines, executed a Deed
to Richard N. Rawls, Justice (a copy of
which is herewith filed, marked "A" as part
of this bill) conveying all the Stock of goods
in his Store & Ware-house, to secure certain
debts therein named; and among others
a debt of \$2000⁰⁰ evidenced by bond and one
of \$200⁰⁰ evidenced by note, alleged to be
due to Mrs S. L. Hellors. And on the same
day, the said Thos N. Hines, ^{& wife} conveyed to
Mrs S. L. Hellors, in consideration of \$1000⁰⁰

all their interest in a certain piece of Real Estate in the Town of Suffolk.

And Your Orators have reason to believe, and do believe and therefore charge that the debts of \$2000⁰⁰ and \$200⁰⁰ alleged to be due by said J. H. Hines to Mrs S. L. Wellons are not bona-fide debts due by the said J. H. Hines to her, and that the provision of the said Deed of Trust, securing to her the payment of the same, is ~~in~~ fraudulent, and should be set aside as well and void; or if the said debts are bona-fide and valid, then Your Orators claim that the said debts should be credited with the \$1000⁰⁰ which was the purchase price of the property conveyed to said S. L. Wellons by the said Thos. H. Hines & wife on the 9th Day of November 1880.

And Your Orators say that if the said Deed of Trust should be executed and the proceeds of the property conveyed thereby should be applied as provided by said Deed, there would be nothing upon which they could execute a judgment for the debt when the same should be obtained in the ordinary course of law.

For as much as they are without remedy save in a Court of Chancery, Your Orators

x and that if any surplus remains after paying the other debts incurred, the surplus may be applied to the payment of your Orators' debt, for which they ask a judgment.

[illegible]

Sickle & Hutton & Co

By South Light. ay.

Housewired Co. to wait:

B. C. Eby, agent for Lickel
Helen & Co this day made oath before me that
the statements contained in the above Bill
of Complaint are true, to the best of his knowl-
edge, information & belief.

Given under my hand this 16th day of Nov 1880

Geo. H. Wright. N. Y.

Upon the motion of the plain-
tiffs an injunction is awarded
them according to the prayer of
~~him~~ their bill, but before the
same shall take effect the plain-
tiffs, ^{or some one for them} shall execute a bond be-
fore the clerk of the Circuit court
of Hantswood County, ^{condition} according to
law in the penalty of three hun-
dred dollars with approved securities
C. White

To clerk of Circuit court of
Hantswood County -

No: H. Wright. p. 9

Sickel, Heller & Co:
vs
Bill

R. H. Rawles, Trustee, &als

To Hon Geo Allen, Judge of the Circuit-Court
of Newsum County

Jo: E. Buff, Wm Adams, A.B. Fancher & Wm
R. Hallett

merchants & partners doing business under
the name of Buff, Fancher & Co. ^{and} ^{likewise to your Orators Sichel Heller & Co} humbly
complaining show unto your Honor that
Thos H Hines, a merchant lately doing bus-
iness in the Town of Suffolk, is indebted to
your Orators ^{Buff Fancher & Co} in the sum of \$366 ⁸¹/₁₀₀ for the
price & value of goods sold and delivered
by your Orators to the said Thos H. Hines, and
that being so indebted, the said Thos H.
Hines, did on the 9th day of November
1880 convey to R. H. Rawls Trustee all
the stock of goods then in the possession of
the said Hines in his store in Suffolk, in
trust to secure to certain creditors therein
named, certain debts alleged to be due
to them, but not including the debts
herein before mentioned as due to your
Orators ^{Buff, Fancher & Co & Sichel Heller & Co respectively} And your Orators have reason
to believe, and so believe and therefore
charge that the debts of \$2000⁰⁰ and \$200⁰⁰
alleged in said deed of Trust to be due and
secured by said deed to be paid to Mrs J L
Wellers, are in fact fictitious debts set
up by said J. H. Hines in fraud of ~~all~~ ac-
tual creditors, and that as to the said

debts so alleged in said deed to be due
to Mrs S. L. Wellens, the said deed of Trust
is fraudulent and should be declared
to be null and void. That on the same
day, to wit: the 9th day of November 1880
the said Thos. H. Stines & wife conveyed
to Mrs S. L. Wellens, for the price of \$1000⁰⁰
all their right in & to a certain house
and lot on the South Side of Kelly Street
in the Town of Suffolk, and that the said
sum of \$1000⁰⁰, Your Orators believe was
not actually paid in cash to said
Stines by the said S. L. Wellens, and if the
debts aforesaid alleged to be due to her are
bona fide claims in her hands against
the said T. H. Stines, the said sum of \$1000⁰⁰
should be applied as a credit thereon.
But Your Orators make no resistance
to the payment of the other debts named
in the said deed of Trust, believing
them to be just.

And Your Orators further represent and
say that if the said deed of Trust should
be executed according to the terms thereof,
there would be no effects of the said
T. H. Stines left out of which Your Orators
could execute a judgment when obtained,
if left to the ordinary process of law.

For as much then as they are without
remedy save in a Court of Chancery,
where such matters are properly and
Exclusively Cognizable & relievable, Your
Orators pray an injunction to restrain
the said R. H. Rawls Trustee, from ap-
plying any of the funds coming into
his hands as such under the provisions
of the said deed of Trust, to the payment
of either of the debts alleged in said deed
to be due to Mrs S. L. Wellers, or of any
part of the same; and that the said R. H.
Rawls Trustee, Tho^s. H. Hines & S. L. Wellers
may be made defendants hereto and re-
quired to answer the same, and that
judgment may be awarded your Orators
against the said Tho^s. H. Hines, for the
amount of their debts with interest and
costs; and that your Honor will grant
such other relief as the case requires or to
Equity may seem meet &c.

And your Orators will Ever pray &c.

Buff. Faelkner & Co

By Geo H. Wright. Atty.

This day personally appeared before me
Geo L. Peckee, a Just. for Buff. Faelkner
& Co who recode oath that the statements con-
tained in the above Bill of Complaint are
true to the best of his knowledge, infor-

creation & belief -

Given under my hand This 20th day
of November 1880 -

Geo H. Wright, N. P.
Hansmond County to wit:

This day B. C. Eley
agent for Siebel Hellen & Co personally ap-
peared before me & recade oath that the
statements contained in the above bill are
true to the best of his knowledge, information
& belief -

Given under my hand This 20th day of Nov
1880

Geo H. Wright, N. P.

The injunction as prayed for is awarded
until the further order of the Court, but
not to take effect until the complain-
ants or some one for them shall execute
before the Clerk of the Circuit Court of Han-
smont County, a bond, conditioned ac-
cording to law, with approved security in
a penalty of (\$600.) Six hundred dollars.

Nov 20th 1880

Nathl Reddick - Judge
Co. Court of Hansmond. Va

Is the Clerk of the Circuit Court of Hansmond County.

To: H. Wright & Co
Bruff, Faulkner & Co:
Cal.
vs } Bill
R. W. Rawles, Trustee Cal:

Sickel, Helen H.:

vs & Chy. Notes

R. H. Rawles, Trustee Ld.

1880. Nov: 20th: Injⁿ: awarded - Bond executed filed

" " " Sum^p. in Chy. Lc. issued to decr: Rules, 1880

" Decr: 6th: Bill^d filed - Decr nisi v^s depts.

1881. June 3rd: Decree nisi confirmed & Cause set for
hearing on mo: & Plt^{ffs}' Counsel

" Apl: 14th: Continued

" July 21. (Spl: Term) order, hearing this Cause with char-
v. Muff, Faulkner & Co: vs R. H. Rawles, Trustee Ld.

(See Chy. Notes) in Muff, Faulkner & Co.

vs above named depts. L

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Bruff, Faulkner & Co: L al:

vs Chy: Notes

R. H. Rawles, Trustee L al:

1880 Nov: 20th: Injor: Awarded - Bond executed Filed

" " " Sum. in Chy: de: issued to Decr: Rules, 1880

" Decr: 16th: Bill to filed - Decree nisi: vs docto

1881. Jan'y: 3rd: Decree nisi: Confined & Cause set for
hearing on mo: of Plff's Counsel.

" March 24th: Deposition, filed - (Plff's Depty:)

" Apl: 14th: Contumacious

" July 21st (Special Term) This cause heard with that of L. K. H.

Heller & Co. in same suits - & decree, setting

aside the orders of injor, for costs of Deft

& for access:

Chy. Notes

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and the sun is
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