

1882-016

Nansemond Co. (Suffolk)

Chancery Causes: C.F. Norment, asgn etal vs E.E. Jackson & Co etal

Folder 1 of 3

William A. Allen & Co., Suffolk Lumber Co., Jackson, Dennis, Wright, Cohoon,
Beacham, Poole, Evens, Wilkins, Barclay, Lane, Smith
Lenhart, Linford

Folder 1 of 3

OVERSIZE

Box 1

-Accounts

C. F. Normant vs.

E. E. Jackson & Co. vs.

It appearing to the Court by the paper marked "Memorandum of Settlement"; this day filed in this cause that all matters and things at issue in this suit and all differences and disputes whatever existing between all the parties thereto, have been amicably and satisfactorily settled in full, - which said paper is dated the 10th day of December A.D. 1881 and is signed by the Plaintiffs, Samuel Normant and C. F. Normant and by the defendants, E. E. Jackson & Co. and The Suffolk Lumber Company by W^m H. Jackson, its President, it is ordered, ~~on the motion of the Plaintiffs~~ that this cause be and the same is hereby dismissed.

Forment tal.

vs. } In chij

E. E. Jackson Hco. tal.

Hauseman County
Circuit Court
April 10th, 1882

Order

To be entered

Geo. B. Brown,

Entered Order Book No. 1
Page 558

C. F. & Samuel Norment } In Chancery in the Circuit
24 } Court of Randolph County
E. E. Jackson & Co. vs. al. } in the State of Virginia.

The joint and several answer of E. E. Jackson
son William E. Jackson & Wilbur F. Jackson, to the original
and amended bills of complaint, of C. F. and Samuel Norment,
filed against them, and the Suffolk Lumber Company, in the said
Court. These defendants, now, and at all times hereafter,
saying and answering, all benefit of exception, &c. yet for answer
to the said bills, or so much as is material, say:

That in obedience to the process of this Court, they prepared,
signed, and sworn to, their joint and several answer, to the said
original ^{bills,} and were ready to file the same, but before they could
file the same, the Complainants obtained leave to amend
their said bills; wherefore these respondents obtained their
said answer. The Complainants now having amended
these respondents' bills here with
these ~~respondents' bills~~ ^{these respondents' bills} their said answer, so as aforesaid
prepared, signed, and sworn to; and pray that the same,
with all its details, averments, statements, and defenses,
be considered, ~~as if the same~~ as of the same force and effect,
as if having specially repeated ~~therein~~ and taken with
this, as their joint and several answer, to the said original
and amended bills.

These respondents further answering say, that since
the preparation of their said original answer, they have
chipped, the wood cut for, and by, the complainants, and
remaining in the wood, and along the line of the said rail
road, at the time of the filing of the original bills; and that

same amount, to 635 cords, which at the contract price
amounted up \$2567.50. These defendants have shipped
and sold the same in New York; and after deducting freight,
and charges, the net proceeds were \$1669.45. These re-
spondents herewith file their account, in which
the complainants, are charged with the sums amounting
to \$3041.64 or thereabouts, the same which is ~~stated~~ in
their original answer, ~~with~~ the contract price of the said
wood shipped as aforesaid, and certain expenses and
charges ^{incurred} thereon; and credited by the net proceeds of
said sales; all which appears by the said account
herewith filed, marked, exhibit "N & Co," and pray
to be considered as a part of this answer. The balance,
\$4055.05, shown by the said account is due these de-
fendants, and they insist, that in any account which
may be taken under the order of this Court, they ought
to be credited with the said sum. These defendants
further say, that the said sum does not include
any damages for breach of the said contract of
the 3^d of May 1875, other than for the price of the
wood, actually delivered according to the provisions thereof.

These respondents, further answering, as respects
the amendment of the amended bill, that Samuel Normant,
one of the complainants, is not beneficially interested in the
subject matter of this suit, and is only a nominal party
to the said bill, say, that the relation of the said Samuel
Normant to the subject matter of this suit is set forth in his con-
tract with these defendants, a copy of which marked S. N.

is exhibited with their original answer; that said contract was made at the request, and with the full knowledge of, his co-complainant, C. F. Norment; and has been accepted, acquiesced in, and acted upon, by him from the day of its date, without protest or objection, so far as these respondents know. These respondents submit to this Court, the true construction and legal effect of the said contract; and they wish, and do insist that the said Samuel Norment, by the express terms of the said contract, and the said C. F. Norment, by his knowledge of, acquiescence in, acts thereunder, are mutually bound by its terms, and ~~are~~ stopped from denying that they are to be regarded as partners, by these respondents in their dealings ~~with the said~~ in respect to the subject matters of the ^{said} agreement with W. H. Allen & Co.

These respondents further say, that if the said Samuel Norment is not beneficially interested in this suit, he is improperly made a party, and the bills are unavailing. And they further say, that the Suffolk Lumber Company has no interest in this suit, and is improperly made a party thereto, wherefore, these complainants insist, that each of the said bills is unavailing; and except to them for that cause; and pray that the same should be dismissed.

^{respondents} These ^{insist}, that if the complainants, or either of them, have any claim or demand on

these as from debt, touching any of the mat-
ters set forth and alleged in their said bills,
on either of them, they are legal in their
nature; and ~~they~~^{complainants} may have full, speedy,
and complete remedy at law; and that
this Court, sitting in Chancery, has no
jurisdiction in the premises.

Every other allegation, matter or thing in
the said bills set forth and averred, not already
answered, these defendants deny, and tra-
averse; and they insist, that the said claims
of the complainants, are and each of them, is
illegal, untrue, and unjust; and that they are
not entitled to the relief prayed, on any relief
in the premises. Wherefore, these defen-
dants pray, that the attachment may
be dissolved; and they be hence discharged
with their reasonable costs; and as in
duly form they will ever pray, &c.

Test

Henry Hooker

Wm. Jackson

Test
Jas. M. M. M.

Test C. S. D. M. M.

Wilson F. Jackson,
Elihu E. Jackson

Clerk's Office of the Supreme Court of the District of Columbia.

DISTRICT OF COLUMBIA, ss:

I, **R. J. MEIGS**, Clerk of the said Court, do hereby certify that **C. S. Bundy** Esq., whose name is subscribed to the Certificate of the proof of ^{fact} ~~acknowledgment~~ of the annexed instrument and thereon written, was, at the time of taking such ^{fact} ~~proof or acknowledgment~~, a **Justice of the Peace** in and for the said District, dwelling therein, commissioned, sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand-writing of said **C. S. Bundy** and verily believe that the signature to the said Certificate of proof or acknowledgment is genuine, and the said instrument is executed and acknowledged according to the laws of this District.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed the seal of said Court this **6th** day of **April**, A. D. 18**80**.

R. J. Meigs, Clerk.
P. R. Meigs Jr, Assistant Clerk.

State of Maryland, Wicomico County to wit;
I hereby certify that on this fourth day of
April 1880, before me the undersigned a Jus-
tice of the Peace, of the said State, in and for
the County ^{aforesaid}, personally appeared, William
H. Jackson, and made oath, in due form
of law, that the matters and things set
forth in the foregoing answer, are true
to the best of his knowledge, understand-
ing, and belief.

Gandy Hooks J.P.

State of Maryland, Wicomico County, TO WIT:

I, STEPHEN P. TOADVINE, Clerk of the Circuit Court for Wicomico County, hereby
certify, that Gandy Hooks Esquire, before whom the annexed
Affidavit was made, was at the time the same bears date,
a Justice of the Peace in and for the County and State aforesaid. duly commissioned and
sworn, and that his signature is genuine.

In Testimony Whereof, I hereunto subscribe my name, and affix the Seal of the
Circuit Court for Wicomico County, this 2^d day of April A. D 1880

S. P. Toadvine,

Clerk.

STATE OF MARYLAND, Baltimore City, Sct.

I HEREBY CERTIFY, That John J. Madigan
Esquire, before whom the annexed acknowledgment ~~and affidavit~~ *and affidavit*
w *a* made, and who has thereto subscribed his name, was, at the
time of so doing, a Justice of the Peace of the State of Maryland, in
and for the City of Baltimore, duly commissioned and sworn.

In Testimony Whereof, I hereto set my hand and affix the
seal of the Superior Court of Baltimore City, this 11th
day of April A. D. 1880.

J. A. Parsons

Clerk of the Superior Court of Baltimore City.

State of Maryland, Baltimore City & County;
I here by certify, that on this fifth day of
April 1880, before me, the subscriber a justice
of the Peace of the said State, in and for the said
City, personally appeared, Wilbur F. Jackson,
one of the within named respondents, and made
oath in due form of law, that the several matters
setting forth in the foregoing answer, are true
to the best of his knowledge, information, and
standing, and belief.

J. M. Maddy

District of Columbia,
Washington ^{County} ~~City~~ Howard: } I hereby
certify, that on this 6th day of April
1880, before me the subscriber, a Justice
of the Peace, ~~agent~~ of the United States,
in and for the District of Columbia,
and Washington ^{County} ~~City~~, personally
appeared, Elisha E. Jackson, one
of the respondents within named,
and made oath, in due form of
law, that the several matters &
things set forth in the foregoing
answer, are true to the best of
his knowledge, information, under-
standing, and belief.

C. S. Duncle (Jral)
Justice of the Peace

Mess. Normant & Co

In a/c with E. E. Jackson & Co

1879

Jan - 1st For Balance per statement D. B. Cannon *114.80

July ~ 14th " 261 1/2 cords wood for which no

drafts were given a *3²⁵ 849.87

" 29 1/2 cords do " *4⁰⁰ 118.00 1082.67

" Protested draft S. & W. McKim July 4th 621.56

" " " " " 7 ~ 632.00

" " " " " 10 ~ 706.69

" costs of Protest 4.13 1964.38

" Interest 64.95

" 585 cords wood shipped by ourselves *4 2340.00

" 70 " " " " " *3²⁵ 227.50

" Cash paid towing Scho's Vaughn & Philp ~ 45.00

Cum *5,724.50

Sept. ~ 10th By 192 cords wood sold in N. York @ 6 7/8 = 1176.00

30 " 183 " " " " " *5²⁵ 1052.25

Nov. 7 " 140 " " " " " *6²⁵ 875.00

Less Freight on 192 cords @ 2⁰⁰ *480.00 *3,103.25

" " 183 " " " " 457.50

" " 140 " " 2 5/8 367.55

" Commission 25¢ per cord 128.75 1,433.80 1669.45

E. E. J.

Salisbury November 24th 1879

*4,055.05

E. E. JACKSON & CO.,
Salem, Md.

E. E. JACKSON & CO.,

Manufacturers and Dealers in Lumber,

CORNER THIRTEENTH STREET AND OHIO AVENUE,

Washington, D. C.,

48

*Encl. to "Ho"
filed with the
supplemental
answer of
Jackson & Co*

Normant & Co.

v. } In Chancery.

E. E. Jackson & Co. &c.

Answer Supplementary
to Original & Amended Bills

1880
Apr 17 11 30 AM

L. F. and Samuel Norment,
 vs
 E. E. Jackson & Co and The Suffolk Lumber Company } In Chancery in the County
 Court of Nassau in County
 of the State of Virginia.

The answer of The Suffolk Lumber Company to the
 Bill of Complaint of L. F. & Samuel Norment filed
 against it, and E. E. Jackson & Co in the said Court in
 Chancery sitting. This defendant answering all bills
 of exception to the said bill contained, yet for answer
 there to say:

That it is a corporation chartered and organized
 under the laws of Virginia; that Ebenezer E. Jackson
 William H. Jackson and Willard F. Jackson, ^{each} hold
 and own 50 shares of its capital stock, in their
 separate capacities, and not as partners, and that
 the said William is its President and Ebenezer, its Sec-
 retary and Treasurer; that the residue of its stock is
 held and owned by Hugh Jackson, Isaac Jackson
 and Daniel B. Cannon. This defendant has
 constructed and owns the Rail Road from
 Suffolk, extending in the direction of the line
 of North Carolina, with all its appurtenances
 and equipment, including the wharf at Sof-
 folk. It denies that their codefendants,
~~hereby~~ as partners, have any interest or
 property in, or control over, the said Road, or

its appurtenances, or equipment; and as in-
dividuals, they have no other interest or rights
therein, except that which appertains to them,
severally, as holders of its capital stock or
shares. It denies that it is in any
way bound by, or interested in, the contract
of the 3^d of May 1875; it is not a party to
the said contract; and neither it, nor its
property, and ^{and} it is not bound for its ~~performance~~ perform-
ance. The defendants ~~has~~ not in debt
to the said E. E. Jackson & Co. or to either of
the persons composing that firm; and has
not in its possession, custody, or control, any of
their goods or chattels, lands or tenements,
rights or credits, either as partners or
separately; nor any thing save their
said shares of its capital stock; and
the defendants submit to this Court
whether the same is liable to attach-
ment and condemnation. This defendant
refers to, and adopts, the answers of ~~the~~ ^{its} ~~con~~
defendants E. E. Jackson & Co., and prays, that
it may be considered as its own; and that
it may have the benefit of all the statements
and defenses therein set forth, in the
same manner and with the same
effect, as if the same were herein
set forth at large. And it prays

to be hereafter described with its reasonable
costs; and as in duty bound will ever
pray &c.

The Suffolk Lumber Company

Per W. H. Jackson
President

D. B. Cannon (agent)

Attest

E. L. Jackson
Secretary & Treasurer



State of Virginia

County of Nansemond, to wit:

Before me, W. J. Kilby, a Notary Public in and
for the County of Nansemond in the State of Virginia
this day personally appeared D. B. Cannon, Agent of
the Suffolk Lumber Company, and being duly sworn
made oath that the matters and things stated in
the foregoing answer of the said Company of his own
knowledge are true, and those matters therein stated
upon information derived from others he verily believes
to be true.

Given under my hand this 13th day of
April, 1880.—

Wilbur J. Kilby
Notary Public

Mosman & Co

27

E. E. Jackson & Co &
The Suffolk Lumber Co.

✓

Answer of the Lumber Co.

1884

APR 12th J. C.
S. R.

C. F. and Samuel Norment,

vs

In Chancery in the Circuit
Court of Transylvania County
Suffolk Lumber Company & in the State of Virginia.

The joint and several answer, of Elihu E. Jackson, William A. Jackson, and Wilbur F. Jackson, to the Bill of Complaint of C. F. Norment and Samuel Norment, filed against them, and the Suffolk Lumber Company, in the Circuit Court of Transylvania County, in the State of Virginia, in Chancery sitting.

These defendants, now and at all times hereafter, saving and reserving all benefit of exception to the manifold errors, uncertainties, and insufficiencies in the said Bill contained, yet for answer to so much thereof, as they are advised is material to be answered, answering, say:

They admit that William A. Allen and C. F. Norment, before, and on the 3^d day of May 1875, were partners under the name of Wm. A. Allen & Co; and they further admit, that these defendants, on the said day, were, and for a long time before, had been and still are, partners, under the firm and style of E. E. Jackson & Co; but they aver, that they have never been, and are not now, equal partners; that Elihu and William each have five twelfths, and Wilbur two twelfths of capital, profit and loss. They further admit, that on the said 3^d day of May 1875, the said William

A. Allen and C. F. Norment, and these respondents, entered into a written agreement, under their hands and seals severally, binding their respective firms; which agreement was executed in duplicate, and Exhibit A, filed with the Rule in this cause, is one of the originals, so executed. These respondents deny that the said agreement was made and entered into in the town of Suffolk in Nansemond County; but they aver and swear, that it was made and executed in the town of Salisbury, in Wilcomico County, Maryland, which was then, and still is, the residence and home of these defendants. These defendants do not know when the said William A. Allen and C. F. Norment resided at the time of its execution, but they represented themselves, ~~as residing~~ in New York. They did not then reside in Nansemond County, or elsewhere in the State of Virginia. Some time after the making of the said contract, the said C. F. Norment went to Suffolk, but they do not know precisely when; and, with frequent absence, is still there, but that he is a citizen of Virginia they cannot admit, for want of sufficient knowledge.

In the latter part of January 1876, these defendants were informed, that the said Allen & Norment desired to dissolve their said partnership, by the retirement of the said Allen; and they sought to know of these defendants, whether in case of his withdrawal, they would be willing to go on with, and execute the said contract

of the 3^d of May 1875, after his withdrawal, if Samuel Norment the father of C. F. Norment would guaranty the due execution of the same. To this proposition these defendants assented; and the said Samuel Norment, who is one of the complainants, by his covenant in writing, run on his hand and seal bearing date the 2^d day of February 1876, ^{declared that he had} associated himself with the said C. F. Norment, and covenanted and agreed with these defendants, to do and perform, all and each of the terms of the said contract, agreed to be performed by the said Wm. A. Allen & Co., as will appear by his said covenant, a copy of which, marked S. N. is herewith filed, as part of this answer, and the original will be produced, and proved, at the hearing or when ~~produced~~ called for by this Court; and from the period of its execution the said C. F. Norment and Samuel Norment, assumed the style of Norment & Co, and in that name, have claimed and been accorded the rights of Wm. A. Allen & Co, under the contract of the 3^d of May 1875, and held to its obligations.

These defendants deny, that they, at any time, contracted for, or created any liability on "The Suffolk Lumber Company;" they deny that in the execution of the intention of the contracting parties to the said contract, "The Suffolk Lumber Company," and its corporate agents, are liable for the execution of the same. They submit the said contract, which is the sole exponent of the

intention of the parties, to the construction of the Court.
No such intention is expressed or implied therein.

These defendants deny the allegation, that they own the Rail Road operated by "The Suffolk Lumber Company"; and they further deny, that, as partners, they have any property in or control over the said Company.

"The Suffolk Lumber Company" is a Corporation chartered by, and organized under and according to, the laws of the State of Virginia; its Capital Stock is \$20,000, divided into 200 shares of \$100 each; your respondent Elisha, holds and owns 50 shares, William 50 shares, & Wilbur 50 shares, as their separate and individual property; and the residue of the said Capital is held and owned by Hugh Jackson, Isaac Jackson, and Daniel B. Cannon. Each of ^{the said holders} ~~these~~ have certificates of ^{the} stock, for the number of shares held by them severally and respectively, issued to them as their separate property. The management of the said Corporation is in the hands of its stockholders, who in conformity with its charter and by laws, have elected ~~head~~ ^{heads} William H. Jackson its President, and Elisha E. Jackson its Secretary and Treasurer, through whom they ^{corporate} act. The ^{planned} ~~object~~ ^{object} of organizing the said Company and constructing the said Rail Road, ~~now~~ ^{primarily} it is conceded, was ^a to supply an

expeditious and cheap transit between navigable water
the ultimate purpose was to ~~make it a means of general commerce~~
and the timbered lands of the interior. The said Rail

Road is a great facility, ~~it~~ ^{it} is indispensable
to the successful prosecution of the wood and lum-
ber business, in which they are engaged; and they
admit that its principal business, and the chief
source of its earnings is the freight, on the trans-
portation required by the wood and lumber trade.
In this respect the Road and Lumber business
may be said to be dependent on each other, but
legally, they are entirely distinct.

These respondents, as furtherers, have no connection
with the said Corporation; ^{and since they deposited a share of its} the said firm have made
no advance to the construction, equipment, or exten-
sion of the said Rail Road; nor have they, in
their separate or individual capacities; beyond
the payment for the shares of its capital stock
standing in their names respectively. They are
not creditors of the said Corporations, either
in their partnership or separate capacity; and
they have no attachable interest in the same,
beyond their shares of its capital stock and
as aforesaid, and whether that is attachable
or not, they submit to the judgment of this Court.
These defendants ^{admit} that the said Rail Road, ~~as~~ ^{as}
it now is and its equipment, cost a sum greatly
exceeding in amount the original capital stock;
but the surplus has been derived from its net earnings, ^{and} ~~and~~ ^{exclusively}
which have been so appropriated.

Whether the said W^m A Allen & Co, before the withdrawal of Allen, faithfully executed the said contract, as is alleged in the bill, these defendants can neither admit nor deny. The course of the cord wood business requires the wood to become seasoned before it is shipped. The season for cutting is from September to April, and shipments do not usually begin, much before the month of May following ^{the cutting}. Allen withdrew in January next after the cutting should ~~have~~ have begun, and before the season of shipment had commenced, and whether at the time of his withdrawal, there had been any failure on the part of Allen & Co, to meet the requirements of the contract, these defendants have no means of determining. But they do know, and now charge, that even the minimum quantity required by the said contract to be cut each year, during its continuance, was not cut in the first year of its existence, but whether the failure occurred before or after Allen's withdrawal they are unable to say.

These defendants deny, that the complainants, since the withdrawal of Allen "have faithfully on their parts executed the provisions of the said contract", as they have in their bill alleged; and these defendants will, in the further progress of this answer, by proper averments, set forth in what particulars they have failed in such execution.

These defendants deny, that on their parts, they have been guilty of any breach of the said contract, either wilfully or negligently; on the contrary they aver and charge, that from the day of its execution to the filing of the bill in this cause, they have in good faith, and according to its true intent and meaning, executed and performed all and every thing, which was required of them by its terms. These defendants deny the several breaches of the said contract charged against them in the bill; & demand strict proof to be made of the same, before any decree thereon can be rendered against them. And for a further and fuller ~~disproof~~ ~~thereon~~ ~~disproof~~ to the several allegations in the said alleged breaches, these defendants further answering, say:

1st Breach

As to the 1st breach, these defendants except thereto in the manner and form specified and set forth in the said Bill, because the same is uncertainly and insufficiently pleaded; and they aver that said breach is not within the provisions of the contract of the 3^d of May 1875; and the several matters alleged ~~to constitute~~ if true, do not constitute a violation of the said contract; but the said allegations severally and in gross are untrue. The word cut by these defendants and delivered

As to the Complainants, was not of the inferior quality set forth in the said breach, but on the contrary, was of the description and quality required by the contract, and was inspected by the Complainants, or their duly authorized agents, and after such inspection, was accepted and accepted by them, as coming up to the article described in the contract. These Defendants further aver and charge, that they delivered to the Complainants, not exceeding 2000 cords of their own cutting, or of cutting under their control. About 4000 cords were cut by King Brothers, who cut under the supervision and control of the Complainants, though paid by these Defendants; and the entire residue of the wood sold to the Complainants, was cut by the employees of the Complainants, under their supervision and direction exclusively. These Defendants deny that the Complainants have sustained any injury from the cause set forth in the said first breach, and they aver they are entitled to no damages therefor.

As to the 2^d Breach, these Defendants ~~deny~~ ~~that the same was~~ ~~caused by~~ ~~the~~ ~~defendants~~ ~~and~~ ~~that~~ ~~the~~ ~~defendants~~ ~~are~~ ~~not~~ ~~entitled~~ ~~to~~ ~~any~~ ~~damages~~ ~~therefor~~

2^d Plea. These defendants except to the 2^d Plea for uncertainty and insufficiency of averment and variance from the provisions of the contract, yet answering the several matters therein charged, say, ~~that~~ they deny, that the wood cut by C. F. Norment and delivered to him, as therein set forth, was of second growth or was a second class article of yellow pine cord wood; they deny it was cut under protest; they deny that it was cut under their direction or the agent of these respondents; any further than to indicate, in general terms, the tract of land on which it was to be cut; & they deny that it was cut against the protest of the said Norment; On the contrary these respondents aver and charge, that the said wood was cut by the said Norment and his employees, without any interference or directions from these defendants, or their agent, as to the quality of the wood; and without protest or objection from the said Norment; and was delivered, & accepted without murmur or objection; and no demand has even been made on these respondents for any abatement or damages, other than that made by the filing of this bill; By reason of the facts alleged in the said 2^d Plea the complainants have suffered no injury, and are entitled to no damages.

3^d Plea These defendants except to the legal sufficiency

of the averments of the 3^d branch alleged by the Complainants, and say that the several matters alleged therein are wholly immaterial, irrelevant, and foreign to the said contract, and are not legal and competent evidence to charge the defendants with, or to entitle the Complainants to, damages, or to increase the measure thereof. And further answering the averments contained in the said alleged Branch, and all other averments in the said bill to which this answer may be responsive, the defendants, say that according to the true construction of the said contract, they only undertook "to deliver the said wood on board of vessels at the wharf at Suffolk with all reasonable despatch, after the vessels, should arrive at said wharf;" which vessels, were to be furnished by the Complainants, "sufficient to carry the whole amount of wood as aforesaid each year, and at such times, and in such manner, that the same could be loaded without any unnecessary inconvenience or delay." This duty these defendants have faithfully performed in the true spirit of the contract. These defendants, aver and charge, that at the time of the making the said contract, there prevailed at the wharf at Suffolk, an usage, well known to the Complainants, that vessels

arriving at the Suffolk Wharf for cargo, are
to be loaded in the order of their arrival; and in con-
sistence with this usage, these defendants have
uniformly delivered the said wood to the agents
of the complainants - with all reasonable despatch,
and in their just and exact order.
If in any instance the loading of the com-
plainants' agents, has not kept ^{pace} with their
impatience, (but these defendants know of
none) it was solely because they did not
furnish the said agents, "at such times and
in such manner," that the same could be
loaded, without unnecessary inconvenience or
delay. These defendants on their part have
been guilty of no unnecessary delay.

H. W. Break. The alleged understanding of the complainants,
that the said wood was to be measured on board
of said agents, is not warranted by any thing con-
tained in the said contract. These defendants
had no such understanding. Such a method of
measurement is contrary to the usual custom
of business, and would be very inconvenient, if not
impracticable. The wood in this case was
measured in the usual and accustomed man-
ner. It was stacked along ^{the} side of the said Rail
Road in the usual way, (~~the larger part by the com-
plainants themselves~~) was measured, as loaded
on cars for transportation to the wharf, by
the agents of the complainants and these defendants,

and the measurement fully ascertained by their said agents, before it was unmoored; and every stick so measured was delivered on board the said vessel, and accepted by the complainants, at such measurement, without protest or complaint. These defendants deny, that the said wood was sawed in a loose and careless way; but admit and charge, that it was sawed closely and in a careful and proper manner, for the most part; and in every instance, when discovered to be imperfectly sawed, a just allowance was agreed on and made, by the agents of the parties, at the time of the measurement, and before the computation of quantity was completed. In making the said measurements the dimensions of a cord, prescribed by the contract, were adhered ^{to}, and uniformly applied. These defendants do not know by what rule the said wood was measured out of said vessel; or whether it was measured at all; or whether it fell short; but they do know, it was fairly measured as aforesaid, and the quantity appearing by such measurement was delivered on board of the vessel of the complainants, and with full knowledge of the mode & results of such measurements, was accepted by them. These ^{defendants} deny ^{any} the right of the complainants to damages for said alleged breach.

5th March. These defendants deny, the allegations of the 5th
 March, It is not true, that these defendants
 suffered any of the wood cut by the complainant,
 only these defendants, to remain in the
 swamp and water, after being cut, until a
 large, or any part, became soggy and mildewed,
 and its market value, to a great extent destroyed;
 It is not true, that this wood, thus injured,
 was afterwards delivered to the complainant;
 on the contrary all the said wood cut by
 the defendants, and, as they believe and swear,
 all cut by the complainant, while these
 defendants were required to remove
 from the place of cutting to the said road
 side, was, as soon as cut, ~~was~~ put up in
 pens, by the choppers, ~~at the roadside~~
~~of the swamp, except the bottom sticks in~~
~~some instances, and was exposed to no mois-~~
 ture, save the falling rain. The same wood,
 in good condition, was delivered to the complainant,
 and accepted by them, without objection; and having

but even if, with full knowledge of its quality and condition, these defendants insist, that the complainants are estopped from claiming damages for any alleged inferiority of quality.

6th & 7th
Braches

These defendants deny the allegations set forth in ^{the 6th & 7th} ~~the same~~ alleged Braches, that they "did not deliver the said wood with reasonable despatch," and of "their repeated failures to furnish the said wood with reasonable despatch according to the terms of the said agreement;" and they refer to their answer to the 3^d brach as a further and ^{best} ~~fuller~~ answer, and pray that it may be so considered. And, as to the residue of the said 6th & 7th braches, these defendants are advised that the same are impertinent, immaterial, ^x ~~irrelevant~~, and outside of the said contract, and are not ~~admissible~~ competent and admissible, evidence either as a substantive ground for damages, or to enhance the measure thereof.

8th Brach

These defendants admit, that, by the said contract, they were inhibited from selling wood, or engaging in the wood business, except with the complainants, during the continuance of the said contract; but they submit that the true intent and meaning of the ^{provision of the said} ~~said~~ contract, is, that they, ^{defendants} ~~they~~ should not sell to others wood of the description con-

tracted to be sold the complainants, and should
not engage in the wood business in competition with
them. Nor have they. These defendants admit,
that they have manufactured, into cord wood,
some timber of an inferior quality, and sold it,
in small quantities, in Suffolk, for local consump-
tion, and have shipped one cargo to Philadelphia,
and two or three to Baltimore, not exceeding in the
whole 500 cords, as they believe; but none of it
was of the kind and quality described in their con-
tract with the complainants, or "suitable for
the manufacture of a first class article of
kindling wood"; nor was it shipped to, or offered
for sale in, the New York market, to which
only, even the complainants ^{shipping,} ~~and~~ intended to ship.
The ~~cord~~ wood, so manufactured into cord wood,
was ~~the~~ refuse, accumulated in their large lumber
business, and was cut up into cord wood, as the
only means of saving it from waste; and by
selling it, they had no intent of competing
with the complainants in the wood business;
and did not in fact compete with them.
Such sales did not in any way or degree injure,
or interfere with the complainants, and
affords them no just ground for complaint,
or damages.

9th March. As far as these defendants know or believe, no part
of the wood cut by the complainants remains in the

wood; these defendants hauled out ^{as due and proper time,} and delivered ~~as was the case~~ on board their said ship, all the wood cut by the Complainants except a small quantity ^{was hauled out in proper time, and} which is still stacked up along the said Rail Road, ready to be delivered, whenever the Complainants may require it, and shall tender themselves ready to pay for it, and also ^{shall pay} the large sum due and owing for deliveries already made. And so careful have these defendants been to get all the wood so cut by the Complainants, that after having hauled ~~it~~ out, all as they supposed, they again went over the ground in search of any that might have been accidentally overlooked, and they found a small quantity, mostly bottom stobs of the piers, and hauled it out, and sent it down to the agent of the Complainants, at Suffolk, who received the same; and for this no charge was made, nor was it computed in the quantity of wood sold and delivered to the Complainants.

These defendants deny each and all the said alleged breaches of the said contract, and the several matters and things therein alleged against them, so far as they are material and important; and they avow that they have in all respects fully and faithfully kept and performed every matter and thing in the said contract contained on their part to be kept and performed, and they

insist, that the Complainants have not been injured by any neglect, default, or failure, on their part to perform, or by any careless performance of, any provision of the said contract, and have no present claim or right to any damages whatsoever.

These defendants admit that they own lands in the County of Warrsaw, which will appear by the several deeds of record in the said County; but from the vague and insufficient description contained in the bills and other proceedings in this cause, they are unable to say, ~~whether~~ whether the lands, on which the attachment was levied are their lands or not. They admit, that in their individual and separate capacities, they each own 50 shares of the Capital Stock of the Suffolk Lumber Company. That Company is not indebted to these defendants, and they have no interest or right of property in the said Company, or its assets, except as stockholders as aforesaid; nor any attachable interest therein. ~~The~~ Wharf at Suffolk is the property of the Suffolk Lumber Company.

These defendants further state, that the Complainants are not entitled to the relief prayed, or, upon the premises, to any relief, because they have failed to keep and perform the said contract, to the great loss and injury of these defendants. These defendants do not and

shew, that by the provisions of the said contract,
it was the duty of the Complainants to cut or saw
at least ten thousand cords, in each year during
the continuance of the said contract, and to rank
the same, as cord wood, at their own expense, exclu-
sively, unless prevented by any unforeseen trouble
in reference to hands, in which case they were
not to be liable for damages, provided, that in case
of such difficulty they gave notice to these defendants
immediately, or in sufficient time, to enable them,
to cut a sufficient quantity, to make up the amount
cut by both parties, in such year, ^{to} at least ten
thousand cords; and the defendants aver and
shew, that the complainants did not use all
due diligence to cut, and did not cut, the
amount of ten thousand cords in each, or in
any, year during the continuance of the
said contract; that during the first year
thereof they did not cut ten thousand cords, and
were not prevented by any unforeseen trouble
in reference to hands, ^{unless they were,} and did not give any
notice to these defendants of any such diffi-
culty, so as to enable them to cut and make
up that amount in that year; that during
the second year thereof they did not cut the
required quantity, and were not prevented
by any difficulty in regard to hands, and did not
give notice to these defendants, in time to enable

them to cut the amount required to make up the deficiency in that year; nor did they cut the required quantity in the third and last year of the said contract, ~~and~~^{and} were ~~they~~^{not} prevented by any trouble respecting hands, nor did they give these defendants notice of such difficulty in the manner, and in time to enable them to cut and make up the prescribed amount in the said year. These defendants state from the said neglect and failure of the complainants, the whole amount of wood cut and prepared for delivery, during the continuance of the said contract, did not exceed 23,423 cords, which is 6,577 cords short of the minimum quantity required by the contract, and these defendants charge, that this deficiency was caused entirely by the want of ~~proper~~ diligence, or the wanton neglect, or the fraud of the complainants; and was, and is, a gross violation of their contract, to the great injury of these defendants; and they insist that if this Court shall order an amount to be taken in this cause, these defendants are entitled to have decreed to them the said damages, in such an amount, as this Court, from the pleadings and proofs in the cause, shall find them to be.

These defendants further aver and charge, that by their said contract it was made the duty of the Complainants, ^{as the work progressed,} to cut ^{all} the timber suitable for cord wood upon the piece ^{or} parcel of land on which they might cut; and to work up all trees, after being cut down, as might furnish wood of the character ~~above~~ described therein; yet the Complainants, unmindful of their said obligation, did not cut all the timber suitable for cord ^{wood}, as the work progressed, and did not work up all the trees, after being cut down, as far as they would furnish wood of the described character; but on the contrary, they left standing much timber suitable for cord wood, and ~~did not work up many~~ ^{did not work up many} ~~the~~ trees cut down which would have furnished ~~wood~~ of the described character, but left the same, to rot and waste, ^{up} to the great damage of these defendants; ~~and that they have~~

And these defendants further state, that the Complainants by their said contract covenanted and bound themselves, to pay for the said wood, at the stipulated price, as the same should be delivered on board of vessel at Suffolk; but these defendants aver and charge, that ~~the Complainants~~ ^{they} did not pay for the same; but that there is now due these defendants from the Com-

plaintiffs, for wood sold and delivered to
 them, under the said contract, the sum of
 Three thousand forty-one dollars and sixty-four
 cents, (with interest and the cost of protest to be added).
 These defendants submit herewith an ac-
 count of the wood delivered, the payments
 made, and balance due, marked E. E. I., and
 pray that the same may be considered as part
 of this answer. They further state, that
 the drafts created on the 4th, 7th, and 10th of
 July, amounting together to \$1960.25 were
 drawn by the complainants ~~on~~ 30 days
 on Spafford & Wilkins of New York, and ^{were} ~~being~~
 a fraud upon them, and returned to these
 defendants duly protested; copies of which
 drafts are herewith filed, marked exhibits S. & W
 Nos. 2 & 3, and are prayed to be considered as
 parts of this answer; and these defendants
 will produce the said original drafts at the
 hearing, or sooner if required by this Court.

These defendants insist, that if this Court
 shall order an account between the complain-
 ants and themselves, ^{to be taken} they are entitled to have
~~decree~~ ^{decree} ~~to them~~ ^{to them} the said several claims.
 Every other allegation, matter, or thing
 in the said bill set forth and above,
 not already answered, these defendants
 deny and traverse; they insist that the

said claims of the complainants are, and each
of them is, illegal, untrue, and unjust; ~~and~~
~~that they are not entitled to the relief~~
~~prayed for, and that they are not entitled to the relief~~
~~prayed for, and that they are not entitled to the relief~~
prayed, or any relief upon the premises.
Wherefore, these defendants pray, that
the attachment heretofore issued in this
cause, may be dissolved, and they be
hence dismissed with their reasonable
costs. And as in duty bound they will ever pray, &c.

Wm
H. Jackson

Wm. Jackson
Elihu E. Jackson
William H. Jackson

State of Maryland, Wicomico County Court:

I hereby certify, that on this third day of October in the
year eighteen hundred and seventy nine before the subscri-
ber, a Justice of the Peace of the State of Maryland in and
for Wicomico County personally appeared Elihu E.
Jackson, and William H. Jackson, two of the above named
respondents, and did each make oath that the matters
and things set forth in the foregoing answer are true to
the best of their knowledge, understanding and belief.

Mersey F. Roberts J.P.

State of Maryland, Wicomico County, TO WIT:

I, STEPHEN P. TOADVINE, Clerk of the Circuit Court for Wicomico County, hereby
certify, that *Nauchy Hooks* Esquire, before whom the annexed
Affidavit was made, was at the time the same bears date,
a Justice of the Peace in and for the County and State aforesaid. duly commissioned and
sworn, and that his signature is genuine.

In Testimony Whereof, I hereunto subscribe my name, and affix the Seal of the
Circuit Court for Wicomico County, this *3rd* day of *Oct.* A. D 187*9*

S. P. Toadvine Clerk.

State of Maryland, City of Baltimore &c.

I hereby certify that on this ~~Sept~~ day of October in the year eighteen hundred and seventy nine, before the subscriber a Justice of the Peace of the State of Maryland and for Baltimore City personally appeared Melba F. Jackson, one of the above named respondents and made oath in due form of law that the matters & things set forth in the foregoing answers are true to the best of his belief, knowledge and understanding.

Wm Maddy

STATE OF MARYLAND, Baltimore City, Sct.

I HEREBY CERTIFY, That John T. Maddox
Esquire, before whom the annexed ~~acknowledgment~~ and affidavit

w^{as} made, and who has thereto subscribed his name, was, at the
time of so doing, a Justice of the Peace of the State of Maryland, in
and for the City of Baltimore, duly commissioned and sworn.

In Testimony Whereof, I hereto set my hand and affix the
~~seal of the Superior Court of Baltimore City~~, this 6th
day of October A. D. 1879.

Francis A. Perrott

Clerk of the Superior Court of Baltimore City.

Norment & Co.

in chie

vs. } Answer to

E. E. Jackson & Co. &c.

~~~~~  
Answer of  
E. E. Jackson & Co. to  
original Bill of the  
Plaintiff...

1882  
Apr 12<sup>th</sup> 1882  
16

1

To the Hon. George Blow, Judge of the Circuit  
Court of Fauquier County:

Inasmuch as in the original Bill  
of Complaint heretofore filed in your Honor's  
Court by your Complainants C. F. Norment  
assignee of William A. Allen and C. F. Nor-  
ment late partners trading under the name of  
Wm A. Allen & Co. and Samuel Norment  
against Elisha E. Jackson, William H. Jackson  
and Wilbur F. Jackson partners trading under  
the style of E. E. Jackson & Co. and as cor-  
porators of the Suffolk Lumber Company,  
and the said Suffolk Lumber Company,  
through inadvertence an ambiguity appears  
on the face thereof, for while it appears  
thereby that the said Samuel Norment is only  
a formal (and perhaps an unnecessary) party,  
and that he claims no beneficial interest in  
the subject matter, yet on the last page of  
the said original bill it is said "and your  
"complainants are informed and so allege  
"that under the 11<sup>th</sup> Sec. of Chap 148 of the  
"Code of Va. of 1873, your complainants are  
"entitled to subject the property aforesaid to  
"the payment of their aforesaid demands, that  
"they have attached the said property of the  
"said E. E. Jackson & Co. and they pray that  
"the said property or so much thereof as  
"may be necessary may be sold to satisfy  
your

"your complainants aforesaid demands"

Now therefore, in order to correct the said ambiguity as well as to correct other ambiguities which may perhaps appear on the face of the said original bill, your complainants desire to file this their amended bill of complaint against the said defendants. Humbly complaining sheweth to the Court your complainants C. F. Norment, assignee of William A. Allen and C. F. Norment late partners trading under the name of Wm A. Allen & Co. and Samuel Norment; that on the third day of May 1875, in the town of Suffolk in the County of Hansemond, the said William A. Allen and your complainant as aforesaid C. F. Norment, then residents of the City of New York, partners trading under the style of Wm A. Allen & Co. entered into a written agreement under seal, marked "A" herewith filed and prayed to be <sup>read</sup> ~~taken~~ as a part of this bill, with Elisha E. Jackson, William H. Jackson and Wilbur F. Jackson, ~~partners~~ purporting to be partners, trading under the style of E. E. Jackson & Co. that soon after the date of said contract the said C. F. Norment came to the town of Suffolk in the State of Virginia and became and ever since has been and now is a citizen of Virginia; that from <sup>the</sup>

the date of said contract to the 27. day of January 1876 the said contract was faithfully executed on the part and in the name of the said W<sup>m</sup> A. Allen & Co., that on the latter date the said copartnership of W<sup>m</sup> A. Allen & Co was dissolved and all the interests of the said William A. Allen in the said contract was assigned for a valuable consideration to your aforesaid complainant C. F. Norment, who released the said William A. Allen from all liability under the said contract and succeeded to all the rights and liabilities of the said W<sup>m</sup> A. Allen & Co. under the same, by and with the consent of the said E. E. Jackson & Co., who agreed to accept the said C. F. Norment as such successor of said W<sup>m</sup> A. Allen & Co. under said contract and to the release of William A. Allen thereunder on condition that Samuel Norment, one of your complainants as aforesaid, and the father of your complainant C. F. Norment, should "endorse the said contract that it shall be faithfully carried out" with which condition the said complainant Samuel Norment complied. That at the time of entering into said original contract, as well as on the date of its assignment as aforesaid, it was the mutual understanding of the contracting parties that the said E. E.

Jackson, William H. Jackson and Wilbur F. Jackson were contracting and creating a liability not only on the part of the aforesaid partnership, but on the part of the "Suffolk Lumber Company" as well, a company incorporated by an act of the Legislature of Virginia, of the 20. day of March 1873, for the purpose of dealing in lumber, timber and wood and manufacturing the same and to build a draw road from some point on Jameson's river at or near Suffolk towards the North Carolina State line, that on the date of said original contract the said road had been built by the said "Suffolk Lumber Company" of which Elisha E. Jackson, William H. Jackson and Wilbur F. Jackson were corporators, the said William H. Jackson was President and the said E. E. Jackson was Secretary & Treasurer and ever since have been, and the said road though nominally built by the said "Suffolk Lumber Company" was in reality built and is now owned by Elisha E. Jackson, William H. Jackson and Wilbur F. Jackson as partners aforesaid, as by their contracts aforesaid they repeatedly allege, that the road mentioned in the said contract as owned by said E. E. Jackson & Co. is the same road as that held under the charter granted to the said "Suffolk Lumber Company" and the execution of <sup>said</sup>

said contracts involved the control of said road by said E. E. Jackson & Co., that the said road has been used by both parties in the execution of said contracts and was essential to such execution; that the maximum capital of said "Suffolk Lumber Company" under its charter is \$20000.<sup>00</sup>/<sub>100</sub>, a sum far inadequate to the building and outfit of said road, to complete which required an expenditure as your complainants are informed and allege of \$50000.<sup>00</sup>/<sub>100</sub> in excess of said maximum capital, which excess was contributed by the said E. E. Jackson & Co., and to the extent of which excess the said partners have an interest in the property held by the said Suffolk Lumber Company in the proportion of such excess to the said maximum capital.

That at the time of making such contract the said contracting parties regarded E. E. Jackson & Co. and the "Suffolk Lumber Company" as one and the same, and they were so held out to the public by said E. E. Jackson & Co. and so regarded by the public and are still so held and regarded; that all the business proper to the "Suffolk Lumber Company" under its charter except the running of said road, is done by and in the name of said E. E. Jackson & Co., who have only used the said act of

6

of incorporation to protect the ownership of said road; that therefore your complainants allege as aforesaid that in execution of the intention of the contracting parties to said contract, the said "Suffolk Lumber Company" and its property and corporate assets of every description are liable for the execution of said contract. -

And your complainants further show that the said Wm A. Allen & Co. before, and the said C. F. Norment since the dissolution of the copartnership as aforesaid, have faithfully on their part executed the provisions of said contract; that the said E. E. Jackson & Co. have, on their part, negligently and wilfully and against repeated protests on the part of your complainant C. F. Norment, been guilty of the following breaches of said contract:

Breach 1.

One half of the wood cut by the said E. E. Jackson & Co. was not first growth, and one half of the remainder cut by them was not a first class article of yellow pine cord wood, such as they bound themselves under their contract to cut and deliver, thereby subjecting your complainant C. F. Norment to a loss of one dollar per cord and amounting to a loss in all on the wood cut by the said E. E. Jackson & Co. of \$4500.<sup>00</sup>/<sub>100</sub>. -

2. That of the wood cut under said contract by your

your complainant C. F. Norment, though cut under protest, one third was second growth or otherwise was a second class article of yellow pine cord wood, making a loss to your complainant C. F. Norment, on that of one dollar per cord and amounting in all to \$6000.<sup>00</sup>/<sub>100</sub> such inferior wood having been cut by your complainant C. F. Norment's hands under the direction of the said E. E. Jackson & Co's agents and against the protest of the said C. F. Norment, and the said C. F. Norment also protested at the time of the delivery of the wood mentioned in the 1<sup>st</sup> and 2<sup>nd</sup> breaches, as inferior to that contracted for and claimed a deduction on the same from the said E. E. Jackson & Co, who refused all and every such demand.

3. That the said C. F. Norment in the latter part of the year 1877, made a contract to deliver Four thousand (4000) cords of wood on vessels at Suffolk at the price of \$4.<sup>50</sup>/<sub>100</sub> per cord, the said four thousand cords to be delivered by the first of the following February, and the said C. F. Norment notified the said E. E. Jackson & Co. in reasonable time of the said contract, and urged them to have the said amount of wood in readiness to enable him to fill the said contract, under the agreement aforesaid, and your complainant C. F.

C. F. Norment, in consequence of the failure of the said E. E. Jackson & Co. to deliver the said wood with dispatch, according to their said agreement, was enabled to deliver only Two thousand (2000) cords, by which failure the said C. F. Norment forfeited his entire contract, thereby causing a loss to your complainant C. F. Norment of \$4000.<sup>00</sup> -

4. That the said E. E. Jackson & Co. by the terms of the contract aforesaid, agreed to deliver the wood sold to your complainant, on board of vessels at Suffolk, and as your complainant C. F. Norment understood, it was to be measured on board of the vessels, but the said E. E. Jackson & Co. on the contrary, against the protest of your complainant C. F. Norment, railed the wood for measurement, in a very loose and careless way, along the line of their said road, and charged the said C. F. Norment according to the measurement of the wood thus carelessly and loosely railed, and for which measurement your complainant C. F. Norment paid, and the said wood, when put on board the vessels and shipped fell largely short of the measurements so made as aforesaid thereby subjecting your complainant C. F. Norment to a loss of \$2000.<sup>00</sup>/<sub>100</sub> - Two thousand dollars. - and your complainant C. F. Norment claimed a  
deduction

deduction on the same from the said E. E. Jackson & Co., who refused all and every such demands. -

5. That the wood which was cut by your complainant C. F. Norment and that cut by the said E. E. Jackson & Co., and which the said E. E. Jackson & Co. under the agreement aforesaid were to haul to the line of their said road or to such branch roads as they might build, was suffered to remain in the swamp and water after being cut, until a large part of it became sogged and mildewed, and its market value to a great extent thus destroyed; and this wood thus injured on account of the neglect and delay of the said E. E. Jackson & Co. to haul it out in proper time, was afterwards delivered to your complainant C. F. Norment, against his repeated protests, which were constantly unheeded, by the said E. E. Jackson & Co. and the loss sustained by your complainant C. F. Norment in being compelled thus to receive the wood so injured amounts to \$8800.<sup>00</sup>
6. That the said E. E. Jackson & Co. did not deliver the said wood with reasonable dispatch, as by the terms of their said agreement they were bound to do, but that owing to their neglect and delay in sending the wood <sup>forward</sup>

forward over their said road, the vessels secured by your complainant C. F. Norment to transport the same were detained for days and weeks, at the costs of your Complainant C. F. Norment, for demurrage, and that the said E. E. Jackson & Co. were notified by your complainant ~~when~~ C. F. Norment, when vessels were coming, and urged to have the wood in readiness to load them, but they did not pay any attention to such notices, and the loss sustained by your complainant C. F. Norment, by reason of the neglect and delay of the said E. E. Jackson & Co., in the demurrage paid for detention of vessels at Suffolk Va., beyond the reasonable time allowed amounts to \$4000. -

7. That the said E. E. Jackson & Co. by reason of their repeated failures to furnish the said wood to vessels coming to Suffolk to load, with reasonable dispatch, according to the terms of their said agreement, entirely disregarded the said agreement in this respect, and by their repeated detention of vessels, against the oft-repeated protests of your complainant C. F. Norment, caused great dissatisfaction to the captains coming to Suffolk for cargoes and prevented them from coming here, or caused them to charge <sup>higher</sup>

higher rates of freight, than your complainant C. F. Norment would have had to pay if the said E. E. Jackson & Co. had faithfully executed this part of their said agreement, and the loss which your complainant C. F. Norment has sustained thereby amounts to \$3000.<sup>00</sup>/<sub>100</sub> it being difficult at times to procure vessels even at advanced rates of freight, on account of the notorious delays to which they had been before subjected.

8. That the said E. E. Jackson & Co. did engage in the manufacture and sale of cord wood during the existence of their said agreement with your complainant C. F. Norment, and contrary to the express provisions thereof, that they did ship several cargoes of wood from Suffolk to Northern markets, and did repeatedly during the existence of said agreement sell and deliver wood to parties in Suffolk, without the consent or sanction of your complainant, and by ~~virtue~~ reason of the said last named breach of contract on the part of the said E. E. Jackson & Co, your complainant C. F. Norment's loss amounts to \$500.<sup>00</sup>

9. That the said E. E. Jackson & Co. have not hauled out the wood cut by your complainant C. F. Norment, as by the terms of their agreement aforesaid, they <sup>suggested</sup>

engaged to do, and that a large part of the wood so cut as aforesaid by your complainant P. F. Norment, and for the cutting of which your complainant C. F. Norment, has paid, still remains in the woods, near the line of their said road, and has become so sogged and mildewed by long exposure to the wet that it is now worthless, though your complainant P. F. Norment notified the said E. E. Jackson & Co. where all the wood cut by him was, and repeatedly asked that the same might be hauled out and placed along the line of their said road for shipment; and your complainant C. F. Norment's loss by reason of the last named breach of agreement amounts to \$1000.<sup>00</sup>/<sub>100</sub>. -

In consequence of all which said violations of contract on the part of the said E. E. Jackson & Co., your complainant P. F. Norment has been damaged to the amount of (\$33,800.<sup>00</sup>/<sub>100</sub>) Thirty-three thousand eight hundred dollars., which amount the said E. E. Jackson & Co. though often requested so to do have hitherto wholly refused to pay either in whole or in part to your complainant P. F. Norment. -

That the said Elisha E. Jackson,

William H. Jackson and Wilbur F. Jackson, partners trading under the style of E. E. Jackson & Co. and as corporators of the "Suffolk Lumber Company" are not residents of the State of Virginia, but are carrying on the lumber and wood business in the County of Nausemond in the State of Virginia, under the partnership name and style aforesaid of E. E. Jackson & Co. in connection with and by means of the aforesaid road, sometimes called the road of the "Suffolk Lumber Company", but owned managed and controlled by the said E. E. Jackson & Co. for the use and benefit of their said partnership business of wood and lumber merchants and manufacturers, and that the principal office of the said corporation is in the County of Nausemond, where it has a resident agent and where the business of the said corporation is chiefly carried on; that the said E. E. Jackson & Co. own the following real and personal property in the County of Nausemond: to wit: Two hundred and forty-six (246) acres of land adjoining the lands of Jethro Wiggins, James Langston, Leroy Harrell and others: One hundred and ninety-three (193) acres of land, adjoining the lands of W. B. Whitehead, A. Mitten & others: Fifty-three (53) acres of land, adjoining <sup>Wicks</sup>

Wiley Rawls, E. Johnson, Miles Copeland, W. B. Whitehead and others: Eighty-eight (88) acres of land, adjoining the lands of W. H. Austin, O. R. Smith and others: Two hundred and eighty-five acres of land adjoining the lands of E. C. Riddick and others: certain wharf property on the Nansemond river, in the town of Suffolk, Va.: And the said E. E. Jackson & Co. as partners also own an interest in the corporate assets of, and in the property held by the said "Suffolk Lumber Company" created by the subscription of (\$50,000.<sup>00</sup>/<sub>100</sub>) Fifty thousand Dollars as aforesaid, by said partnership in excess of the maximum capital of (\$20,000.<sup>00</sup>/<sub>100</sub>) Twenty thousand Dollars, allowed by the charter of incorporation of the said "Suffolk Lumber Company": and the said partners as incorporators as aforesaid are owners of the franchise and corporate assets of every kind and description of the "Suffolk Lumber Company", consisting in part of the bed or track of the narrow gauge Rail Road, running from Suffolk towards the North Carolina line, with all the rails, ties, engines, cars, rolling stock, tools and implements of construction and repair used in connection with the said Rail Road: <sup>and the said E. E. Jackson & Co. also own</sup> about \$15,000.<sup>00</sup>/<sub>100</sub> worth of

of Pine Lumber, and an interest in \$10,000.<sup>00</sup>/<sub>100</sub> worth of Pine Wood: all which property is in the possession of or under the control of D. B. Cannon, Agents of the said E. E. Jackson & Co., as well as of the said "Suffolk Lumber Company" -

And your complainant C. F. Norment is informed and so alleges that under the eleventh section of Chapter 148 of the Code of Virginia (edition of 1873), he is entitled to subject, by attachment, the aforesaid real and personal property to the payment of his aforesaid demands; that he has attached the said property of the said E. E. Jackson & Co. and he prays that the said real and personal property or so much thereof as may be necessary may be sold to satisfy your complainant C. F. Norment's aforesaid demands. -

To this end your complainants pray that the said Elisha E. Jackson, William H. Jackson and Wilbur F. Jackson partners trading under the style of E. E. Jackson & Co., and as corporators of the "Suffolk Lumber Company", and the said "Suffolk Lumber Company" may be made parties defendant to this Bill and required to answer the same; that all necessary accounts may be taken

taken; that payment and satisfaction of your  
Complainant C. F. Norment's demands may  
be decreed as aforesaid, and that such  
other, further and general relief may be  
granted in the premises as to equity may  
seem just or your complainant's case  
may require. - And as in duty bound  
your complainant will ever pray &c. -

C. B. Hayden

Jno. H. Wright

Withers & Prentiss -

*[Signature]*

P. F. C. F. Norment  
Ass't

State of Virginia,

Hammond County, to wit:

This day C. F. Norment one of the  
Complainants in the <sup>above</sup> ~~aforesaid~~ Amended  
Bill of Complaint, made oath before me  
that the statements of fact <sup>contained</sup> ~~made~~ in the  
foregoing Bill, so far as made of his own  
knowledge are true, and so far as made  
from information derived from others, he  
believes them to be true. -

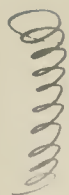
Given under my hand this 13 day of Feby: 1880

Robt. H. Prentiss

Comm'r in Chancery.

Hayden, Wright, Wilkes & Priebe  
miners

C. J. Norment & Co.

v.  Amended Bill.

E. E. Jackson & Co.

This agreement made this third day of May in the year eighteen hundred and seventy five by Edwin E. Jackson, William H. Jackson & Wilbur F. Jackson, partners trading under the style and firm of E. E. Jackson & Co of the one part, and W. A. Allen and C. F. Starnment partners trading under the style and firm of W. A. Allen & Co of the other part, ~~Witnesseth~~ the former of the town of Salisbury, Maryland and the latter of the City New York. Intrepeth that the said E. E. Jackson & Co being the owners of certain yellow pine timber now standing in Hanse-  
mond County in the State of Virginia and and the said W. A. Allen & Co being engaged in the man-  
~~ufacture of kindling wood~~ <sup>business</sup> and desirous of pur-  
chasing yellow pine Cord wood, suitable for the man-  
ufacture of a first class article of kindling wood,  
it is agreed by the said E. E. Jackson & Co to sell  
to the said parties of the second part Cord wood, of  
the character above described, not less than ten  
thousand cords, nor more than twenty thousand  
cords per year, for three years beginning on the  
first day of September next, with the privilege to the  
said W. A. Allen & Co of continuing and extending said  
contract for two years longer, making in all five years,  
said wood to be delivered on board of vessels at the  
wharf at Suffolk, Hansemond County Virginia,  
with all reasonable dispatch after the vessels arrive at  
said wharf, without any expense to the said W. A. Allen

bles for hauling and delivering the same on board such vessels.

And the said W. A. Allen & Co do promise and agree to buy from said E. E. Jackson & Co ten thousand cords of yellow pine wood (of the quality hereinafter described) per year, for three years, with the privilege of increasing said amount to twenty thousand cords of wood per year, and also of extending said Contract for two years longer, making in all five years, and they further agree to cut or saw the timber now standing in Nansemond County Va. and belonging to the said E. E. Jackson & Co. or which they may hereafter purchase, and to rank the same as Cord wood at their own expense, exclusively, and to pay the said E. E. Jackson & Co three dollars and twenty five cents per cord therefor, delivered on board the vessels as aforesaid.

And it is further agreed by and between the parties aforesaid that the said W. A. Allen & Co shall cut the wood in such places as said E. E. Jackson & Co may direct and in no event to be required to cut any but first growth pine timber and nothing less than eight inches at the butt, and to be allowed to lay off upon the tree the length of each stick as four feet and four inches whether the same be cut by a saw or with the axe: and it is further agreed that a cord of wood shall consist of four feet four inches in height, eight feet in length and four feet four inches in breadth or such breadth as the length of stick will make being

cut in the manner aforesaid, and to be free from rough, laps, or rotten wood, and to be all in all a prime article of yellow pine wood.

It being mutually understood and agreed by and between the parties hereto that the said W. A. Allen & Co. shall use all due diligence to cut the said ten thousand cords of wood, at least per year, but ~~there~~ should there be any unforeseen trouble, in reference to hands, so as to prevent them from getting said amount cut within the said time, they are not to be liable for damages, provided that in case of such difficulty they give notice to the said E. E. Jackson & Co. immediately or in sufficient time to enable them to cut a sufficient quantity of wood to make the amount cut by both parties each year, at least ten thousand cords. And for all the wood so cut by E. E. Jackson & Co. the said W. A. Allen & Co. promise to pay and agree to pay at the rate of four dollars per cord delivered on board the vessels as aforesaid.

It being further understood and agreed that the said W. A. Allen & Co. shall furnish vessels sufficient to carry the whole amount of wood cut as aforesaid, each year, and at such times and in such manner that the same can be loaded without any unnecessary inconvenience or delay, and shall pay for said wood, when delivered as aforesaid, at the rates above mentioned, namely, three dollars and twenty five cents, per cord, for all wood cut by W. A. Allen & Co. and four dollars, ~~per~~ cord, for all wood cut by E. E.

Jackson & Co: and it is further agreed that in no event shall the said W. A. Allen & Co purchase any yellow pine Cord wood, or timber or timbered land from any other party at any point within four miles of said Rail Road owned by said E. E. Jackson & Co in the County aforesaid: and that said E. E. Jackson & Co shall not sell cord wood to any other parties than W. A. Allen & Co, or carry any on freight on their said road, or in any way, directly or indirectly, engage in the cord wood business, except through the said W. A. Allen & Co, during the continuance of this agreement.

And the said W. A. Allen & Co agree to erect their machines for sawing wood, and to cut and rank along the line of said road, all the timber standing within three hundred yards thereof, and all the timber standing more than three hundred yards from said road and within three hundred yards of such wooden tracks as said E. E. Jackson & Co may build for the purpose of carrying wood to the main track they agree to cut and rank along said wooden tracks.

And it is further agreed that in the event that the timber owned by said E. E. Jackson & Co as aforesaid shall be exhausted before the quantity of wood mentioned in this agreement can be cut or furnished, and they can not purchase other timber along the <sup>road or said road extended as contemplated</sup> line of said, at such prices as will enable them to

supply the deficiency without loss, they shall not be held liable for damages, provided they use due and proper diligence in their efforts to procure the same.

And it is further agreed by and between the parties aforesaid that neither shall advance the price of labor without the consent of the other party, and that the said E. E. Jackson & Co. shall transport upon their roads all stores, provisions, provisions & which said W. A. Allen & Co. may purchase for the use of their hands and teams, from Suffolk to such point as said W. A. Allen & Co. may direct, the same to be done free of charge for transportation, but to be loaded upon and unloaded from the cars at the expense of said W. A. Allen & Co., it being understood and agreed that the said W. A. Allen & Co. are not directly or indirectly to engage in the selling of goods of any kind, except to the hands in their employment. And it is further agreed that should said W. A. Allen & Co. find it more to their advantage to cut any of said wood with an axe the wood so cut after being corded shall be hauled to the road at the expense of said E. E. Jackson & Co., and further that all the timber suitable for cord wood shall be cut as the work proceeds and all trees after being cut down are to be worked up as far as they will furnish wood of the character above described.

In testimony whereof we have hereunto set  
our hands and affixed our seals on the day and  
year first above written.

Test:

Saml A. Graham

E. S. Jackson (seal)  
W. H. Jackson (seal)  
W. F. Jackson (seal)  
M. A. Allen (seal)  
L. F. Norment (seal)

Exhibit

"A"

Contract  
with

C. C. Jackson & Co.  
in purchasing  
wine at Suffolk  
Co. dated  
May 3, 1875

Contract  
with

C. C. Jackson & Co.  
To  
Buy Wood  
May 3, 1875

To the Hon<sup>ble</sup> Geo. Blow, Judge of the Circuit Court  
of Hanson and County, in Chancery sitting

Humbly complaining,

Sheweth to the Court Your complainants, C. F. Norment,  
assignee of Wm A. Allen and C. F. Norment, late part-  
ners trading under the name of Wm A. Allen & Co, and  
Saml Norment; that on the 3<sup>d</sup> day of May 1878, in the  
town of Suffolk, in the County aforesaid, the said  
W. A. Allen and C. F. Norment, Your complainants as afore-  
said, then residents of the City of New York, partners trading  
under the style of Wm A. Allen & Co, entered into a written  
agreement, under seal, marked "A", herewith filed and  
prayed to be taken as a part of this Bill, with Elisha  
E. Jackson, Wm H. Jackson and Wilbur F. Jackson, pur-  
porting to be partners trading under the style of E. E.  
Jackson & Co, that soon after the date of said contract  
the said C. F. Norment came to the Town of Suffolk in  
the State of Virginia and became and ever since has been  
and now is a citizen of Virginia; that from the date of said  
contract to the 27<sup>th</sup> day of January 1876 the said contract  
was faithfully executed on the part and in the name of the  
said Wm A. Allen & Co, that on the latter date the said  
Co. Partnership of Wm A. Allen & Co was dissolved, & all the  
interest of the said Wm A. Allen in the said contract was  
assigned for a valuable consideration to Your aforesaid  
Plaintiff C. F. Norment, who released the said Wm A. Allen  
from all liability under the said contract and succeeded  
to all the rights and liabilities of the said Wm A. Allen & Co

Exhibit "A"

under the same, by & with the consent of the said E. E. Jackson & Co, who agreed to accept the said C. F. Norment as such Successor of said Wm A. Allen & Co under said Contract and to the release of Wm A. Allen thereunder on condition that Samuel Norment, one of <sup>the Father of your Complainant, C. F. Norment,</sup> your complainants as aforesaid, should "endorse said contract that it shall be faithfully carried out," with which condition the said complainant, Samuel Norment complied; That at the time of entering into said Original Contract, as well as on the date of its assignment as aforesaid, it was the mutual understanding of the contracting parties that the said Elisha E. Jackson, Wm H. Jackson and Wilbur F. Jackson were contracting & creating a liability not only on the part of the aforesaid Partnership, but on the part of the "Suffolk Lumber Co," as well; a company incorporated by an act of the Legislature of Virginia, of the 20<sup>th</sup> day of March 1873, for the purpose of dealing in lumber, timber and wood and manufacturing the same and to build a tram Road from some point on Nansemond River at or near Suffolk towards the North Carolina State line; that on the date of said Original Contract the said Road had been built by said "Suffolk Lumber Company" of which Elisha E. Jackson, Wm H. Jackson, and Wilbur F. Jackson were corporators; the said Wm H. Jackson was President and the said E. E. Jackson was Secretary & Treasurer & ever since have been; and the said Road though nominally built by the said "Suffolk Lumber Company," was in reality built and is owned by Elisha E. Jackson, Wm H. Jackson and Wilbur F. Jackson as partners aforesaid, as by their

contract aforesaid they repeatedly allege, that the Road mentioned in said contract as owned by said E. E. Jackson & Co. is the same Road as that held under the charter granted to the said "Suffolk Lumber Co," and the execution of said contract involved the control of said Road by said E. E. Jackson & Co.; that the said Road has been used by both parties in the execution of said contract and was essential to such execution; that the maximum capital of said "Suffolk Lumber Co" under its charter is \$20000, a sum far inadequate to the building and outfit of said Road; that at the time of making such contract the said contracting parties regarded E. E. Jackson & Co and the "Suffolk Lumber Co" as one and the same, and they were so held out to the public by said E. E. Jackson & Co and so regarded by the public and are still so held and regarded; that all the business proper to the "Suffolk Lumber Co" under its charter except the running of said Road, is done by and in the name of said E. E. Jackson & Co, who have only used the said act of incorporation to protect the ownership of said Road; that therefore Your complainants allege as aforesaid that in execution of the intention of the contracting parties to said contract, the said "Suffolk Lumber Co" and its corporate assets are liable for the execution of said contract.

And Your complainants further show that the said Wm. A. Allen & Co. before, and the said C. J. Norment since the dissolution of the copartnership as aforesaid, have faithfully on their part executed the provisions of said contract; that the said E. E. Jackson & Co have, on their part, negligently

and wilfully and against repeated protests on the part of your complainant, C. F. Norment, been guilty of the following breaches of said contract:

- Breach 1<sup>st</sup> One half of the wood cut by the said E. E. Jackson & Co was not first growth, and one half of the remainder cut by them was not a first class article of Yellow Pine Cord wood, such as they bound themselves under their contract to cut & deliver, thereby subjecting your complainant to a loss of one dollar per cord and amounting to a loss in all on the wood cut by the said E. E. Jackson & Co of \$4500<sup>00</sup>
- 2<sup>d</sup> That of the wood cut under said contract by your complainant, though cut under protest, one third was second growth or otherwise was a second class article of Yellow Pine Cord wood, making a loss on that of one dollar per cord and amounting in all to \$6000 such inferior wood having been cut by your complainant's hands under the direction of the said E. E. Jackson & Co's agent and against the protest of the said C. F. Norment, and the said C. F. Norment also protested at the time of the delivery of the wood mentioned in the 1<sup>st</sup> & 2<sup>d</sup> breaches, as inferior to that contracted for & claimed a deduction on the same from the said E. E. Jackson & Co, who refused all & every such demand.
- 3<sup>d</sup> That the said C. F. Norment in the latter part of the year 1877 made a contract to deliver Four thousand (4000) cords of wood on vessels at Suffolk at the price of \$4<sup>50</sup> per cord, the said four thousand cords to be de-

livered by the first of the following February, and the said C. F. Norment notified the said E. E. Jackson & Co in reasonable time, of the said contract, and urged them to have the said amount of wood in readiness to enable him to fill the said contract, under the agreement aforesaid; and Your Complainant, in consequence of the failure of the said E. E. Jackson & Co to deliver the said wood with dispatch, according to their said agreement, was enabled to de-  
by which failure, the said C. F. Norment forfeited his entire contract, live only two thousand (2000) cords, thereby causing a loss to Your Complainant of (\$4000) Four thousand Dollars.

4<sup>th</sup> That the said E. E. Jackson & Co, by the terms of the contract aforesaid, agreed to deliver the wood sold to Your Complainant, on board of vessels at Suffolk, and as Your Complainant understood, it was to be measured on board of the vessels, but the said E. E. Jackson & Co in the contrary, against the protest of Your Complainant, ranked the wood for measurement, in a very loose and careless way, along the line of their said Road, and charged Your Complainant according to the measurement of the wood thus loosely and carelessly ranked, and for which measurement Your Complainant paid, and the said wood, when put on board the vessels, & shipped fell largely short of the measurements so made as aforesaid, thereby subjecting Your Complainant to a loss of (\$2000) Two thousand Dollars, and Your Complainant claimed a deduction in the same from the said E. E. Jackson & Co, who refused all and every such demand.

5<sup>th</sup>

That the wood which was cut by Your complainant and that cut by the said E. E. Jackson Co, and which the said E. E. Jackson Co, under the agreement aforesaid were to haul to the line of their said <sup>Road</sup> or to such branch roads as they might build, was suffered to remain in the swamp and water after being cut, until a large part of it became sogged and ruined, and its market value to a great extent thus destroyed; and this wood, thus injured, on account of the neglect and delay of the said E. E. Jackson Co to haul it out in proper time, was afterward delivered to Your complainant, against his repeated protests, which were constantly unheeded by the said E. E. Jackson Co, and the loss sustained by Your complainant in being thus compelled to receive the wood so injured amounts to \$8800<sup>00</sup>;

6<sup>th</sup>

That the said E. E. Jackson Co did not deliver the said wood with reasonable dispatch, as by the terms of their said agreement they were bound to do, but that owing to their neglect and delay in sending the wood forward over their said Road, the vessels secured by Your complainant to transport the same were detained for days and weeks, at the cost of Your complainant for demurrage; and that the said E. E. Jackson Co were notified by Your complainant when vessels were coming, and urged to have the wood in readiness to load them, but they did not pay attention to such notices; and the loss sustained by Your

complainant, by reason of the neglect & delay of the said Jackson & Co, ~~and~~ <sup>in</sup> the demurrage paid for detention of vessels at Suffolk Va beyond the reasonable time allowed amounts to (\$4000) four thousand dollars.

7<sup>th</sup> That the said E. E. Jackson & Co, by reason of their repeated failures to furnish the said wood to vessels coming to Suffolk to load, with reasonable dispatch, according to the terms of their said agreement, entirely disregarded the said agreement in this respect, and by their repeated detention of vessels, against the oft repeated protests of Your complainant, caused great dissatisfaction to the Captains coming to Suffolk for cargoes and prevented them from coming here, or caused them to charge higher rates of freight, than Your complainant would <sup>have</sup> had to pay, if the said E. E. Jackson & Co had faithfully executed this part of their said agreement, and the loss which Your complainant has sustained thereby amounts to (\$3000<sup>00</sup>) three thousand dollars. — it being difficult at times to procure vessels even at advanced rates of freight, in account of the notorious delays to which they had been before subjected.

8<sup>th</sup> That the said E. E. Jackson & Co did engage in the manufacture and sale of Cord wood during the existence of their said agreement with Your complainant, and contrary to the Express provisions thereof;

that they did ship several cargoes of wood from Suffolk to Northern markets, and did repeatedly during the existence of said agreement sell and deliver wood to parties in Suffolk, without the consent or sanction of Your Complainant, and by reason of the said last named breach of Contract on the part of the said E. E. Jackson & Co Your Complainant's loss amounts to \$500<sup>00</sup>;

9<sup>th</sup> That the said E. E. Jackson & Co have not hauled out the wood cut by Your Complainant, as by the terms of their agreement aforesaid they engaged to do, and that a large part of the wood so cut as aforesaid by Your Complainant, and for the cutting of which Your Complainant has paid, still remains in the woods, near the line of their said Road, and has become so sogged & mildewed by long exposure to the wet, that it is now worthless, though Your Complainant notified the said E. E. Jackson & Co where all the wood cut by him was, & repeatedly asked that the same might be hauled out and placed along the line of their said Road for shipment; and Your Complainant's loss by reason of the last named breach of agreement amounts to \$1000<sup>00</sup>;

In consequence of all which said violations of Contract on the part of the said E. E. Jackson & Co, Your Complainant has been damaged to the amount of (\$33800<sup>00</sup>) thirty three thousand & eight hundred dollars.

which amount the said E. E. Jackson & Co though often re-  
quested so to do have hitherto refused to pay either  
in whole or in part.

That the said Elisha E. Jackson, Wm. H. Jackson and  
Wilbur F. Jackson partners trading under the style of  
E. E. Jackson & Co and as copartners of the "Suffolk Lum-  
ber Co" are not residents of the State of Virginia, but are  
carrying on the lumber and wood business in the County  
of Hansemond in the State of Virginia, under the part-  
nership name and style aforesaid of E. E. Jackson & Co  
in connection with and by means of the aforesaid  
Road, sometimes called the Road of the "Suffolk Lum-  
ber Co" but exclusively owned and managed and  
controlled by the said E. E. Jackson & Co for the use  
and benefit of their said partnership business  
of wood and lumber merchants and manufactu-  
rers and that the principal office of the said Corpo-  
ration is in the County of Hansemond, <sup>where it has a resident agent & where the business of the said Corporation is chiefly</sup> that the  
said E. E. Jackson & Co own the following Real and  
Personal Property in the County of Hansemond:  
A tract of land containing two hundred and forty six acres  
(246) adjoining the lands of Jethro Wiggins, James Lang-  
ston, Leroy Hamell & others; a tract of One hundred and  
ninety three <sup>(193)</sup> acres, adjoining the lands of W. B. Whitehead,  
A. Miller & others; a tract of Fifty three <sup>(53)</sup> acres adjoining  
Wiley Rawls, E. Johnson, Miles Copeland, W. B.  
Whitehead & others; A tract of eighty eight (88) acres  
adjoining the lands of W. H. Austin, B. R. Smith and others,

- Cameron

U tract of Two hundred & Eighty five (285) acres ad-  
a wharf property in the town of Suffolk Va. Fifteen  
joining the lands of E. E. Riddick & others, about  
thousand dollars (\$15000<sup>00</sup>) of the Capital stock subscribed to the "Suf-  
fock Lumber Co" and paid in, and Fifty thousand dollars (\$50000<sup>00</sup>)  
of the said Road, and about Four million dollars  
invested in the Rail Road of the "Suffolk Lumber Co" in Excess of the  
said fact of said lands also also given in the  
Maximum Capital allowed by its Charter.  
~~line of said Road.~~

And your Complainants are informed and so allege  
that under the 11<sup>th</sup> Sec of Chap 148 of the Code of Va  
of 1873, your Complainants are entitled to subject  
the property aforesaid to the payment of their afore-  
said demands; that they have attached the said  
property of the said E. E. Jackson & Co and they pray  
that the said property or so much thereof as may  
be necessary may be sold to satisfy your Com-  
plainants aforesaid demands.

To this end your Complainants pray that the  
said E. E. Jackson, Wm H. Jackson & William J  
Jackson, partners trading under the style of E. E  
Jackson & Co and as Corporators of the "Suffolk Lumber  
Co" aforesaid and the said "Suffolk Lumber Co" may  
be made parties defendants to this Bill & required  
to answer the same; that all necessary accounts  
may be taken, that payment & satisfaction of your  
complainants demands may be decreed as afo-  
said and that such other and further relief may  
be granted in the premises as to equity may seem  
just or your Complainants case may re-  
quire. And, as in duty bound, your Complainants

will ever pray &c

C. P. Torment

House and County to wit:

This day, C. P. Torment, one of the Complainants in the aforesaid Bill of Complaint, personally came before me and made oath that the statements contained in the said Bill, so far as same of his own knowledge, are true, and so far as made upon knowledge or information derived from others he believes them to be true.

Given under my hand this 25<sup>th</sup> day of August 1879

Geo. H. Wright N.O.

Hayden, Wright & Wither's, b.g  
C. F. Norment, ap<sup>er</sup>/c

vs { Bill

E. E. Jackson & Co: Sal

---

C. F. Norment, *Ass't*

25 { Chy. Notes

E. E. Jackson & Co. vs

1879. Aug: 19th: Sumt. in Chy. re opened to Sept. Rules, 1879.

" " " Affidavit made & filed, as to new residence  
of Defts. E. E. Jackson, William H. Jackson  
and Wilbur F. Jackson; ~~and~~

~~and~~

" Sept. 1st: Bill & Exhibit filed; & Decree nisi to the  
Dft. the Suffolk Lumber Company -

" " " Or. Pub. awarded to Non resident Defts.

" Octo: 8th: Decree nisi to The Suffolk Lumber Company  
conf'd & Cause set for hearing, as to it.

" " " Certif. of Pub. filed

" " " Or. Pub. having been published & posted according  
to law, Cause set for hearing.

1880 Feby: 10. Sumt. in Chy. re. issued to March Rules 1880  
to answer Amended Bill.

Affidavit made & filed as to non-residence of  
Defts. E. E., W. H. & W. F. Jackson - Att. issued -

" " 12 Att. ret. executed & O. Pub. issued to non-residents. -

" March 1. Amended Bill filed & D. N. v. Suffolk L. Co. -

" April 5. D. N. v. S. L. Co. confirmed, bill taken for confessed  
& Cause sets for hearing as to its -

" " " Certif. of Pub. filed,

" " " O. Pub. having been published & posted according to law, Am.  
Bill taken for confessed & Cause sets for hearing. -

" 12th: Answers of the Defts. filed, & leave of the Ct.

14th: aff. filed - filed - & mo. for hyp. to defts. re. and & overruled  
& Cause continued

Chy: Notes

Wavy lines and a small red mark.

\$26 <sup>15</sup>/<sub>100</sub>

Commonwealth of Virginia,

OFFICE OF THE AUDITOR OF PUBLIC ACCOUNTS,

Richmond, Va.,

Feb. 5, 1880.

Received of William Lee's Est. by William J. Kilby, Commissioner, the Treasurer's receipt for Twenty - six Dollars 15 Cents, on account of the redemption of his land, returned delinquent for the non-payment of Taxes by the Treasurer of Hansemond County, for the year 8

1874, 1875, 1876, 1877, 1878.

420 Acres, adjoining Roger Parker's Est.

15

4

4

Goodman & State Linn.

William R. Smith, clerk.

The deposition of C. F. Norment and others taken before me, C. H. Causey, a Notary Public for the County of Hanscomond, pursuant to notice hereto annexed, at the Clerk's Office of Hanscomond County Court, in the Town of Suffolk on Wednesday the 11th day of August, 1880, between the hours of 6 A. M. and 6 P. M. to be read as evidence on behalf of C. F. Norment Assignee &c and E. E. Jackson and others in a certain suit in Equity depending in the Circuit Court for the said County of Hanscomond, wherein the said C. F. Norment Assignee &c is Plaintiff and the said E. E. Jackson and others are defendants.

Present Messrs Withers Prentiss and  
Jno H. Wright - Attys for Pltff  
and J. W. Curfield and  
W. J. Kelly Attys for Defts.

C. F. Norment being duly sworn upon the Holy evangelists of Almighty God do sworn and says.

Ex. Q. What is your name what is your age

where do you reside and are you one of the parties to this suit

Ans:

Clarence Forber Norment, 24 yrs of age, reside in Suffolk Normal Co. Va. and I am one of the plaintiffs in this suit.

2nd Q.

When you entered into the contract of the 3rd of May 1875. did you, or did you not understand that you were contracting not only with E. E. Jackson & Co. but with the Suffolk Lumber Co. as well?

1st Ex. X

Excepted to by Defts. Counsel. because no answer to it could be legal or competent evidence under the issue in this cause.

Ans

I contracted with E. E. Jackson & Co. being owners of the Suffolk Lumber Co.

2nd Ex. X

Excepted to for the reason above stated and for the further reason that it is not responsive to the question.

3rd Ex. X

Examine paper marked "A" and state whether it is one of the original contracts entered into between yourself as successor to W. A. Allen and made between yourself and E. E. Jackson & Co.?

Ans It is —  
4th Inter. State whether when you entered into this Contract last reference to, whether or not you understood that you were at the same time contracting with the Suffolk Lumber Co., and if so, state why you so understood?

Ans. X Excepted to for the reasons stated in the 1st: exception

Ans I did, because I understood that E. E. Jackson & Co. were the owners of the Suffolk Lumber Co.

4th X Excepted to by Deft's Atty.

5th Inter. Did you understand that E. E. Jackson & Co. as a firm were the owners or were they the owners as individuals?

5th X Excepted to by Deft's Atty.

Ans. I understood that E. E. Jackson & Co were the owners as a firm.

6th X Excepted to by Deft's Atty.

6th Inter. Did E. E. Jackson & Co. do any act or not, holding themselves out to the world as the owners of the Suffolk Lumber Co. if so, state what?

7th X Excepted to by the Deft's Atty.

Ans. I think they did, by the Contract they made with me on the 3rd of May 1875-

7th Quest. Were you induced by them or any of them, <sup>to believe</sup> that they were the owners of the Said Lumber Co. and did you believe at the time the contract was made that they were the owners?

8th X Excepted to by Defts Atty's.

Ans. I was, and did.

9th X Excepted to by Defts Atty's.

8th Quest. Where was the contract executed and who was present at its execution?

Ans. At Salisbury, Maryland - and W. A. Allen, William H. Jackson, E. E. Jackson ~~and~~ Wilbur Jackson, Samuel A. Graham and myself were present.

9th Quest. State whether <sup>or not</sup> anything was said by any of the Jacksons at that time to induce you to believe that they, or any of them, were the owners of the Suffolk Lumber Co.

10 X Excepted to by Defts Atty's.

Ans. I don't remember whether there was or not any more than is expressed in the contract then executed.

11 X Excepted to by Defts Atty's.

10th Quest. Has the Said Contract dated the 3rd of May 1875 been faithfully executed on your part, or not?

12 X Excepted to by Defts Atty's

Ans It has

13x Excepted to Defts Allys.

11th Ques State what proportion, if any, of the wood cut by E. E. Jackson & Co under said Contract was not first-growth? And what proportion, if any, was not a first-class article of yellow pine Cord-wood?

Ans At least one-half was not first-growth and three-fourths of the whole quantity was not a first-class article of yellow pine Cord-wood.

12th Ques What was your loss, if any, by reason of this breach of said Contract?

14x Excepted to by Defts Allys.

Ans I believe it to be between four and five thousand dollars

13th Ques State what proportion, if any, of the wood cut by yourself under said Contract was not first-growth? And what proportion, if any, was not a first-class article of yellow pine Cord-wood?

Ans I think that one-third of the timber furnished me was second growth. I mean to say that one third of the wood cut by me was not a first-class article of yellow pine Cord-wood.

15x

Excepted to by Defts Allys

14th Ques. State why you cut wood of this inferior quality?

16X Excepted to by Defts Atlys.

Ans. That was the wood that was furnished me and I felt bound to cut the wood I was directed to cut by E. E. Jackson & Co.

15 Ques. Did you, or did you not protest against cutting wood of this quality, and claim a deduction on the same from said E. E. Jackson & Co.?

Ans. I did.

16th Ques. Was such protest in any way heeded by said E. E. Jackson & Co.?

17X Excepted to by Defts Atlys.

Ans. It was not to a certain extent.

17th Ques. What was your loss, if any, by reason of this breach of said contract?

18X Excepted to by Defts Atlys.

Ans. At least one dollar per cord.

18 Ques. Did, or did not the Contract of the 3rd of May 1875, say that they were in no event to require you to cut anything but first growth and nothing less than eight inches across the butt.

19X Excepted to by Defts Atlys.

Ans. It said I would not be required to cut any but first growth and nothing less than eight inches across the butt.

20X Excepted to by Defts Atlys.

19<sup>th</sup> Ques. <sup>or was not</sup> Was the wood they required you to cut  
first growth and was it eight  
inches across the butt. and state if  
you remember <sup>upon</sup> what particular tracks  
of land they required you to cut, by  
name

21<sup>st</sup>. Excepted to by Defts Atty.

Ans. A great deal of it was not first  
growth and some of it was not  
eight inches across the butt, but not  
much: the Killy land, the Charles E.  
Sumner land, Leirhart, Holland, Wiggins  
Douglas & Folk tracks

20<sup>th</sup> Ques. State whether, or not, relying upon your  
contract with E. E. Jackson & Co. you ever  
made contracts for the delivery of core-  
wood, and if so, when and to whom?

22<sup>nd</sup>. Excepted to by Defts Atty.

Ans. I did, with Messrs. Spafford & Wilkins  
of the City and State of New York in  
the year 1878 ~~I think~~ or 1877

23<sup>rd</sup>. Excepted to by Defts Atty.

21<sup>st</sup> Ques. Do you remember any particular  
contract of this nature

24<sup>th</sup>. Excepted to by Defts. Atty.

Ans. I do, with Messrs. Spafford & Wilkins  
to deliver them four thousand (4000)  
cords of first growth, first class

yellow pine cord-wood, to be delivered by the first of February, 1878, on board the vessels at Suffolk with all reasonable dispatch to said vessels, they to furnish transportation for the same

25-X. Excepted to by Deft. Atty.

22nd Ques. Did you fulfill said contract, and if not, why not.

26-X. Excepted to by Deft. Atty.

Ans. I did not because E. E. Jackson & Co. failed to deliver the same.

27-X. Excepted to by Deft. Atty.

23rd Ques. Had you notified E. E. Jackson & Co. of your said contract with Spafford & Wilkins and requested them to transport the wood so that you could fulfill this same, or not, in reasonable time

28-X. Excepted to by Deft. Atty.

Ans. I had notified them in reasonable time

29-X. Excepted to by Deft. Atty.

24th Ques. What was your loss by reason of this failure on the part of E. E. Jackson & Co.

30-X. Excepted to by Deft. Atty.

Ans. In the neighborhood of four thousand (\$4000) dollars

31-X. Excepted to by Deft. Atty.

25th Ques. State where the wood was measured which was delivered to you by E. E.

Jackson & Co., and whether or not it was accurately measured, and by whom measured.

32x Excepted to by Deft. Atty.

Ans The wood was measured on the line of the road, and I do not believe that it was accurately measured. It was measured by Messrs. D. B. Cannon, Theodore Tilghman, H. B. Phillips, agents of E. E. Jackson & Co., my agents and myself.

26<sup>th</sup> Quest State your reasons for believing that the said wood was not accurately measured?

33x Excepted to by Deft. Atty.

Ans It was ranched up in a very loose and careless way, and the difference of the measure in New York and here exceeded five (5) cords per hundred.

34x Excepted to by Deft. Atty.

27<sup>th</sup> Quest. Why did you then accept the wood inaccurately measured?

35x Excepted to by Deft. Atty.

Ans I first complained to Mr Cannon the agent of E. E. Jackson & Co. of the loss in measure and demanded a reasonable deduction, which was not granted, when I informed him that I would

Take it by his measure <sup>only</sup> ~~protest~~ protest

36x Excepted to by Deft. Atty

28th Quest Was this protest made before and at the time you received the wood?

37x Excepted to by Deft. Atty

Ans. The protest was made while we were measuring the wood on account of its being so loosely and carelessly corded.

38x Excepted to by Deft. Atty.

29th Quest At what sum do you estimate your damage by reason of this inaccurate measurement

39x Excepted to by Deft. Atty.

Ans. About two thousand (2000) dollars.

30th Quest State whether or not the wood cut by yourself and by Jackson & Co. was hauled to the line of their said railroad or to any branch road within a reasonable time?

Objected to by Deft. Atty.

Ans. Some of it was; some of it was not.

31st Quest How much of the wood was not hauled in a reasonable time?

Objected to by Deft. Atty

Ans On many occasions I had vessels at the wharf awaiting to be loaded, which were not loaded on account

of there not being wood hauled out to the road.

32 Ques. How did you know that the wood was not hauled out on the road and delivered on board the vessels at Saffolk according to contract?

40X Excepted to by Deft's Atty.

Ans. Because the vessels were not loaded and I knew there was no wood hauled out to the road.

33 Ques. State, if you know, how many vessels were delayed, their names, for how long and for what cause.

41X Excepted to by Deft's Atty.

Ans. I cannot tell the exact number of vessels delayed. I know that the Vaughan, the Phelps, Pharo, Leonard, Harlowe White and others were delayed beyond the usual time for loading, some being delayed from six to twenty days, for the reason as I suppose that the wood was not hauled out to load them.

34 Ques. If the wood had been on the road was there any reason known to you why it was not delivered on board the vessel according to contract?

42X Excepted to by Deft's Atty.

Ans There was none.

35<sup>th</sup> Quest What did you have to pay for cutting wood per cord

Ans From Sixty to Seventy-five cents.

36<sup>th</sup> Quest Who was to haul out the wood cut by you, and did Jackson & Co haul out the wood cut by you, and if not, why not

43<sup>rd</sup> Excepted to by Deft. Atty

Ans E. E. Jackson & Co were to haul it out but they did not haul it out till a great quantity of it had become water-soaked, mildewed and almost worthless for market, for what reason I do not know.

44<sup>th</sup> Excepted to by Deft. Atty.

37<sup>th</sup> Quest How much wood did the defendants leave in the woods unhailed, and did you, or did you not suffer damage by reason of their neglect and if yes, state how much damage by reason of it.

Ans At least One thousand (1000) cords. I did suffer damage by their neglect to the amount of about eight thousand (8000) dollars, ~~altogether~~, both on account of the failure to haul out the one thousand cords and the

failure also on their part to have  
other wood in due time

45x Excepted to be, Sept. Atty.

38H Int.

Did you make complaint to Jackson  
Co. that the wood was being left  
in the woods, and if so, how and  
through whom did you make said  
complaint

Ans.

I told one of the Jacksons, I do not  
remember which on many occasions  
that vessels would be here at certain  
times for wood, also told them that  
Mr. Bannan whenever I expected vessels  
and urged upon him to have the  
wood hauled and ready for shipment  
which on many occasions he neglected  
to do, and I always made complaint  
whenever my vessels were delayed.  
which complaints were time after  
time repeated.

39H Int.

Was the wood that was left in the  
woods the wood cut by yourself,  
or was the wood cut by Jackson Co.?

Ans.

I am not certain but think it  
was the wood cut by myself.

40H Int.

Did you suffer loss and damage  
by reason of delay caused by the  
detention of your vessels as well.

as the loss of the price of cutting ~~and~~

46X Excepted to by Deft. Atty

Ans I did

47X Excepted to by Deft. Atty

41. 2nd- How long a time expired before the loading of your vessels on arrival, and did or did not Jackson & Co haul lumber over their rail-road and load their own vessels with said lumber and thereby cause delay to your vessels?

48X Excepted to by Deft. Atty.

Ans Frequently vessels would lay here eight and ten days before receiving a load and sometimes from ten to twenty days, and they did frequently haul lumber for their vessels while mine were waiting to be loaded.

49X Excepted to by Deft. Atty.

42nd 2nd- What is the usual length of time required to load a wood-vessel with wood if due expedition is used?

Ans The average wood-vessel of about two hundred (200) cords capacity ought to be loaded in three days -

43 2nd- Do you know of any usage prevailing at the Suffolk wharf, which requires

vessels to be loaded in the order of  
their arrival and if there was  
such usage was a part of your  
contract with E. E. Jackson & Co

50x The latter part excepted to by Deft. Atty.  
Ans I know of no such usage, and there  
was never any understanding between  
the Jackson and myself save that  
contained in the contract, which  
required all <sup>my</sup> vessels arriving to be  
loaded with seasonable dispatch.

51x So much of this answer as responds  
to the latter clause of the interrogatory  
is excepted to as evidence by Deft-  
attys

44 Inter. Did you suffer loss by reason of the  
delay, and if yes, state how and to  
what extent?

52x Excepted to by Deft. Atty.

Ans I did suffer loss by the delay of  
Schooners being loaded by demurrage  
and also by not being able to get the  
Schooners at the regular rate of freight  
they being so often delayed before, to  
the extent of some four thousand  
(4000) dollars.

53x Excepted to as incompetent evidence  
by Deft. Atty.

45 Ques- Did you or did you not have difficulty in getting wood vessels to come to Suffolk, after the delay referred to had occurred, and did you or did you not have to offer additional inducements to them in order to get their services?

54x Excepted to by Defts Atty  
Ans I did and frequently had to pay extra freight

46 Ques- Did you or did you not frequently complain to Jackson & Co. of the unreasonable delay to your vessels, and did you or did you not urge them to be more expeditious, if yes, state how you made the complaint and to whom

55x Excepted to by Defts Atty  
Ans. I did on many occasions complain by letter to Messrs E. E. Jackson & Co. urging them to be more expeditious, also complained frequently to their agent Mr Cannon

56x This answer is excepted to as to the complaints by letter and to the whole answer for uncertainty and immateriality - by Defts. Atty.

47 Ques- Did or did not those repeated delays cause great dissatisfaction to the

Captains of vessels, and did it or, not - Came many of said Captains to stop coming to Suffolk altogether, and did it or not - Came you to have to pay in many cases more than their usual charges for such service?

57x Excepted to by Defts. Atty

Ans. The many delays in loading vessels caused me to pay more than the regular rate of freight and in some instances vessels which had been running for me would not continue at any <sup>reasonable</sup> price

58x Excepted to by Defts. Atty

48. Ques. What loss did you suffer, if any, by reason of these delays?

59x Excepted to by Defts. Atty

Ans. I lost by those delays not less than three thousand (3000) dollars

60x Excepted to by Defts. Atty

49 Ques. State whether or not, E. E. Jackson & Co either directly or indirectly engaged in the Cord-wood business except <sup>through</sup> yourself during the Continuance of the agreement of the 3rd of May 1875, and if so, to what extent?

61x Except to much of this query as relates to any indirect engagement of Jackson & Co

in the wood business by Defts. Atty  
Ans I do not know whether it was directly  
or indirectly but I do know that they  
did engage in the wood business and  
they shipped several cargoes of wood  
cut by themselves, also sold to parties  
in Suffolk, to the exact extent of  
which I am unable to say, but be-  
lieve it to be to the amount of not  
less than Seven hundred (700) cords.

58 Quest At what amount do you estimate  
your damages by reason of this breach  
of the contract of the 3rd of May 1875?

62X Excepted to by Defts. Atty

Ans At the rate of Seventy-five (75) cents  
for every cord they shipped.

59 Quest Is any of the wood cut by yourself  
now in the swamp for ~~which~~ the  
cutting of which you have paid?

Ans I do not know whether there is any  
there now, or not, but at the expiration  
of the contract there was some seven  
or eight hundred cords reported to  
me by my agent as being left.

63X Excepted to as to the alleged report of the  
agent by Defts. Atty.

52 Quest How long had this wood been cut and  
did you notify Jackson & Co. of its location

request them to haul it out for shipment

Ans. I cannot tell how long this wood had been cut. and I do not think I ever gave them any notice of its being there, as I thought it to be their business to know of it - and haul it out. I at all times urged them to haul the wood hauled and ready for shipment.

53. Quest. At what sum do you estimate your damage by reason of the Defendants failure to haul out the Seven or eight hundred cords mentioned in the answer to the 51st question, in a reasonable time for shipment

64X Excepted to by Defls. Atty.

Ans. About One Thousand (\$1000) dollars.

54. Quest. Did you cut Ten thousand (10,000) cords in any of the years during the continuance of the Contract of the 3rd of May 1875; and if not, why not,

65X Excepted to by Defls. Atty.

Ans. I did not cut 10,000 cords of wood in either of the years, one reason for not cutting 10,000 cords was that the timber was not furnished me, another reason was because I could not get the hands but each year, when I found out I

Could not cut the required amount I gave sufficient notice by letter and I think for two years that I gave Mr Jackson notice personally in time to make up the deficiency

66X To the extent of the reasons assigned for not cutting the required number of cords this answer is excepted to and also to the notice given to the Defendants by Deft. Allys

55-Quest. State whether or not Jackson & Co. made any complaint to you about your not cutting the 10,000 cords per annum and whether, or not, <sup>your failure</sup> to do so was not acquiesced in by them and done with their knowledge and approval?

Ans I believe Mr Jackson insisted upon my cutting the full complement of 10,000 cords of wood each year but finding it impossible to do it on account of <sup>scarcity of</sup> timber and hands, I gave them due notice each year and the failure ~~to the extent~~ was known to them in due time to make up the deficiency Excepted to by Deft. Allys to the alleged extent of the notice said to have been

67X. given -

56 Quest Examine the paper marked No. 2 & No 3

and state whether or not you wrote the originals and whether or not they were ever delivered to E. E. Jackson & Co.

Ans. I wrote the originals, and there are true copies from my letter book ~~from~~ which the originals were impuned and then mailed to E. E. Jackson & Co. at the post-office in Suffolk, directed to the firm at Salisbury, Maryland and the postage was duly paid.

68x The Defts by their Atty's object- to ~~the~~ ~~introduction of~~ the paper marked No 2+3 as legal and competent evidence in this cause as offered and for the reason that they are not properly proved and there is no sufficient evidence of their even having been received by the Defts. The Defts admit- that paper 2-+3 are to have the same effect and to be liable to no exception to which the letter book itself would not be liable if produced from which book it is admitted they were copied.

57. Ques- ~~State whether or not you left~~ ~~Did you leave~~ any timber standing upon any of the tracts of land upon which you were directed to cut by E. E. Jackson & Co of the character mentioned in the Contract of the 3rd, of May, 1875.

Ans. None that I know of. I always gave direction to my agents to cut the timber clean Excepted to by Deft's Atty, as to the direction to Agent.

58. Quest. Were you or was you not frequently required to continue cutting wood upon tracts of land from which all timber of the character described in the caption of the 3rd of May 1875 had been already cut?

69X Excepted to by Deft's Atty

Ans. I was; and on several occasions Mr Cannon went into the woods, being the agent of Jackson & Co, and directed my men to cut wood that my agent had directed them not to cut.

70X Excepted to by Deft's Atty.

The hour of 6 o'clock P.M. having arrived the further taking of these depositions is adjourned till tomorrow morning at 9 o'clock A.M.

Thursday morning, August 12th.  
1880.

Present. Messrs Withers & Prentiss and  
Jno H. Wright, attys: for Pltffs  
and

Messrs J. W. Birfield and W. J.  
Kiley, attys for Defs.

The deposition of C. F. Norment was  
continued as follows

38 Ques.

Examine the papers marked No. 4 & 8 and  
state whether you ever saw them before,  
whether or not, they were ever in your  
possession and if so, how came they  
to be in your possession?

Ans.

Mr. E. E. Jackson wrote the paper mark-  
ed No. 8, in Philadelphia at which  
time W. A. Allen was desirous of  
withdrawing from the firm of Allen  
& Co; after writing it I requested that  
he should write me a letter, stat-  
ing the requirements he wished  
should W. A. Allen withdraw,  
which letter he wrote and is marked  
No. 4, and delivered to me in per-  
son.

( The above papers marked No. 4 & 8  
are herewith filed as part of the depo

nents deposition and the same paper are offered by the plaintiff in evidence in this case.

59. *Quest.* Examine the paper marked No. 5 and state whether or not it was ever in your possession, and if so, how it came to be in your possession.

*Ans.* The paper marked No. 5 was received by me in due course of mail from E. E. Jackson & Co. and the Plaintiff offered the paper marked No. 5 in evidence in this case and the Defendants admit that it was written by a duly authorized agent of E. E. Jackson & Co.

60. *Quest.* The Plaintiff offers in evidence the paper marked No. 6 in evidence in this case and the Defendants admit that it was written by E. E. Jackson & Co. and delivered to C. F. Norment.

60. *Quest.* The letter marked No. 6 speaks of wood cut by King & Bro. State how King & Bros came to be cutting wood?

*Ans.* After giving Jackson & Co. notice that I would not be able to cut the full complement of wood, they made arrangements with King Bros. to cut a certain quantity of wood for them. I consented to take any quantity

within the limits of the contract of wood cut by them or their agents that ~~would~~ come up to the requirements of the contract, after the wood was cut they wrote me the letter marked No. 6 <sup>requesting</sup> ~~delegating~~ me to examine the wood and say whether or not I would take it. Finding the wood to be part poor and part good I took it under the same protest <sup>under</sup> which all was taken.

And further this deponent saith not.  
C. F. Hornum.

C. W. Derrin being duly sworn on the Holy Evangelist of Almighty God depose and say:

1st Quest. What is your name, age, occupation and where do you reside

Ans. Charles W. Derrin, aged 49 years, wood cutter and reside in Suffolk, Va.

2nd Quest. State whether or not you are the agent of C. F. Hornum.

Ans. I am

3rd Quest. How long have you been such agent and what are your duties as such?

Ans. Since June 1877 and my duties are

to superintend the manufacture and shipment of Cord-wood.

4th Ques- Have you examined the wood cut by E. E. Jackson & Co for the Plaintiff, and if so state what was its quality?

Ans I measured ~~and~~ received the wood on the line of the rail-road cut by E. E. Jackson & Co. The wood cut by them was cut from timber left for saw-mill purposes, the best timber having been culled out and the wood generally was rather poor.

5th Ques- Could you make any estimate as to what portion was not first-growth and what proportion was not a first-class article of yellow pine Cord-wood, if there was any such?

Ans I should suppose there was probably one-half of the wood cut by them upon the land where the best timber had <sup>been</sup> culled out by them for saw-mill purposes that was a first-class article and that the other half was either from second growth, or what is termed log-pine which are the same as second-growth.

6th Ques- Could you make any estimate of the amount of damage which the

plaintiff C. F. Norment probably suffered from having to receive and pay for wood of this inferior quality?

~~Q~~ Excepted to by Deft. Atty.

Ans I should suppose that his damager could not have been less than Two Thousand (2000) dollars

~~Q~~ Excepted to by Deft. Atty.

7/16 Inst. Have you examined the wood cut by ~~C. F.~~ Norment under the contract of the 3rd of May 1875 and if so state what was its quality?

Ans I handled of that cutting probably some Eight-thousand (8000) cords, I also superintended the cutting of about Six thousand (6000) cords, a portion of that wood which was cut, say twenty-five hundred to three thousand (2500 to 3000) cords was cut upon land where the best timber had been cut for saw-mill purposes consequently the wood cut upon that land was of rather an inferior quality - and I do not consider that more than half of that wood was a first-class article - The wood that I superintended the cutting of would run to the best of my judgment

not over two-thirds of first-class and one-third of a second class article - and taking the whole wood - what I hauled, cut and superintended the measurement of I do not think it averaged more than two-thirds of first-class and one-third of second growth or second class article.

3X. The Defts. except to so much of the foregoing answer as details the considerations, judgment or estimate of <sup>the value in life</sup> the quantity and quality of the wood as not legal nor competent evidence in this cause.

8th Quest. State whether or not this wood of inferior quality was received under protest?

Ans. That was my understanding of it.

4X. Excepted to by Defts. Atty

9th Quest. State what L. F. Norment's loss was, if any, by reason of being forced to receive and pay for the wood of the inferior quality last mentioned

5X. Excepted to by Defts. Atty

Ans. The difference between the price of the first and second class wood ranges from one to one dollar and a half

per cord, hence his loss could not have been less than from forty-five hundred (4500) to five thousand (5000) dollars

6X. Excepted to by Deft's Atty.

10 Ques Who measured the wood delivered to C. F. Norment under the contract of the 3rd of May, 1875; where was it measured, and was it accurately measured?

Ans From about July 1877 I superintended the measurement of the greater part that he received from Mr. Jackson; it was measured upon the line of the railroad by Mr. Cannon, Mr. Tighman and myself. ~~In regard to the accuracy of the measurement~~ The wood was rained up very loosely as a general thing upon the line of the road; the deduction made for bad storage and want of proper height - ran generally about <sup>two to three</sup> cords per hundred - the wood which C. F. Norment & Co is now having cut and rained by the side of the Seaboard road is rained in the same loose condition as that rained by E. E. Jackson & Co. on the line of their rail-road for C. F. Norment & Co, and the loss which C. F. Norment sustains by said

loose ranking of wood is from ten to twelve cords in the hundred.

7X So much of this answer of this witness as details the loss sustained by loose ranking on the line of the Seaboard rail-road is objected to as not pertinent to the evidence in this case by the Def't Atty.

11 Quest. State whether or not, the wood thus inaccurately measured was delivered to C. F. Norment, without proper deduction and whether <sup>or</sup> not it was received and paid for under protest.

8X Excepted to by Def't Atty.  
Ans. I know of no deductions except those which I named in my last answer, which was from two to three cords in the hundred. The instruction which I received from Norment & Co. was to measure the wood, get all the deductions I could and take it. My understanding was from him that it was so measured and received <sup>and paid for</sup> under protest.

9X Excepted to by Def't Atty as impetinent to the case and unresponsive to the Question

12 Quest. Was any of the wood cut under the

Contract of the 3rd of May 1875. Suffered to remain in the Swamp after being cut and, if so, what effect did this have upon its market value

Ans Most of the wood cut by C. F. Norment under his contract with E. E. Jacks and was cut in low pocosin land, subject to be overflowed with water during a very wet season, or a long continuance of very wet weather. The seasons of 1876, 1877 & 1878 were seasons of a great deal of rain-fall, consequently most of the wood cut by Norment in those years was more or less injured by water, especially that portion of the wood which was suffered to lay in the woods for a long time. I suppose that at least one-third, if not one-half, of the wood cut in those years was suffered to remain in the woods from six months to two years, which greatly damaged the wood in addition to the loss of its bark. I should suppose that the damage he sustained would be five thousand (\$5000) dollars.

10X The Deft. Alts except to so much of the answer above as relates to the estimate or support of their action

13: Quest Did E. E. Jackson & Co <sup>any of</sup> or their agents ever inform you why they did not haul the wood last referred to out of the swamp in time to preserve its market value?

11 X So much of this question as relates to the agents is objected to because they are not named - by Deft. Atty.

Ans No reason was ever given to me by them or their agents except on account of the very wet condition of the land.

14 Quest Was the land in such a very wet condition that the wood could not have been hauled out in time to preserve its market value?

12 X Excepted to by Deft. Atty.

Ans There were seasons of the year when, if a force sufficient had been engaged to haul wood, it might have been got out. During the fall and winter when the land was covered with water it was very near an impossibility to move wood on such land.

15 Quest State whether or not the wood was delivered with reasonable dispatch on board C. F. Hornum's vessels at Suffolk?

13 X Excepted to by Deft. Atty. —

Ans The vessels coming to carry away the wood of C. F. Hornum & Co were detained

from three to twenty days in getting their cargoes; this detention grew out of the fact that vessels coming for wood and lumber were compelled to take their turn in loading - if a wood vessel arrived for wood and found three or four or five lumber schooners at the wharf awaiting cargoes of lumber the wood schooners would have to wait until all of the lumber schooners were loaded and out of the way. In some cases wood schooners were detained for want of wood being hauled out upon the road to load them. There was one case in which the schooner Phelps waited for cargo for twenty days.

16th Inst

Do you remember any other instance in which vessels were delayed beyond a reasonable time for loading, that is beyond three days.

Ans

Yes, I know of several which were delayed five or six or seven or eight days - The Vaughan, Hoyt, William, More & Leonard & White.

17 Inst

Did you ever know a vessel to come to Suffolk for a load for C. F. Norment and have to leave because Jackson Co

did not furnish a load

14X Excepted to by Deft. Atty.

Ans I knew of one Schooner that had to leave, I think her name was William but will not be positive in regard to the name.

15X Excepted to by Deft. Atty.

16 Direct - ~~Examine the paper when you marked No. 7. State whether it was ever in~~

// The Plaintiffs offer in evidence the paper writing marked No 7, and the Defendants admit that the paper is in the handwriting of Daniel B. Cannon and that said Cannon is the agent of E.E. Jackson

18 Direct - ~~Do~~ State whether or not you received the paper marked No. 7. as the agent of L.F. Norment

Ans I did

19 Direct. State whether or not E.E. Jackson ~~Do~~, either directly or indirectly engaged in the Cord wood business, except through the plaintiffs during the continuance of the agreement of the 3rd of May 1875<sup>2</sup>

16X Excepted to by Deft. Atty in the form presented

Ans They cut a lot of second growth wood, I think in 1876, and another lot in 1877 or 1878 amounting in all to about 800 cords - They sold some of it in Suffolk and shipped two or three cargoes

20 Quest. State whether or not any of the wood cut under the contract of the 3rd of May 1875, by C. F. Norment still remains in the woods?

Ans. I do not know

21 Quest. State whether or not any of the wood cut by C. F. Norment remained in the woods at the expiration of the contract of the 3rd of May 1875,

Ans. Mr. Lenhart told me he thought there was about fifty-cords of wood left by the cutter on his land that is all that I know -

17x Excepted to by Defts Atty. as to the information derived from Mr. Lenhart

22 Quest. State whether or not E. E. Jackson & Co were notified that C. F. Norment would be unable to cut 10,000 Cords of wood in either of the years during the continuance of the contract of the 3rd of May 1875, in time for them to make up the deficiency.

18x Excepted to by Defts Atty.

Ans. I saw in the last of January or the first of February a notification written by C. F. Norment to E. E. Jackson & Co, notifying them that he would not be able to cut the required 10,000 Cords of wood, and requesting them, if they desired to have

the deficiency made up that they would put in a force to make up said deficiency. I saw the letter sealed and put in the post-office but previous to that time, I think in the month of January, Mr. Cannon, the agent of Jackson, had put in a force of wood-cutters, at least a month before the notification had been sent

19X Excepted to so far as the return attempts to detail the allegation of notice and that it is not responsive to the question

23rd Quest. Examine the paper marked No. 3. and state whether or not it is <sup>a copy of</sup> the written notice referred to in your last answer?

20X Excepted to by Defts Atty.

Ans Yes, I think it is

21X. Excepted to by Defts Atty.

24. Quest. State whether or not E. F. Norment cut all the ~~wood~~ timber suitable for a first class article of yellow pine cord wood upon the tracts of land furnished him by E. E. Jackson & Co.

Ans I can ~~only~~ <sup>more fully</sup> speak for the lands that were cut on in the years 1877 and 1878 as I had the superintendency of the wood cutting in those two years. In cutting wood upon land it is ~~just~~ almost an impossibility to clean up the timber, <sup>or</sup> the first year's cutting.

growing out of the fact of the imperfection of the beams engaged in cutting wood. The timber on the land cut in the year 1877 & 78 are cleared up as well as timbered land generally is by the first year's cutting. Had the contract of C. F. Norment continued all of the timber which was left on those tracts of land cut over in 1877 and 1878 suitable for first class cord wood, would have been cut.

I have had opportunity and have been over a large portion of the timbered land cut by the said Norment & Co in the years of '75, '76 & '77 and have seen very little timber left which was suitable for first-class Cord-wood.

22X. Except the first and the last sentence of this answer it is objected to because not responsive to the question and is immaterial to the issues - by the Def'ts Atty.

25. Inter State whether or not any of the trees cut down by the Plaintiff C. F. Norment under the contract of the 3rd of May 1875; which would have furnished a first-class article of yellow pine Cord-wood were left in the woods ~~to rot and waste~~.

ans On every piece of timbered land that I have worked in Virginia I have found a great deal of timber that could not be split so as to make a first-class article of Cord-wood. Over the land of which I had the supervision there was a great deal of <sup>the</sup> timber above described, which would not split. Not a very large quantity of such timber was cut by the hands and after having made an effort to cut it up into Cord-wood and could not succeed in splitting it, it was left.

Not any considerable quantity which was suitable and could be split for Cord-wood was left laying upon the ground.

23x Excepted to by Deft. Atty.

26 Inter- State whether or not C. F. Norment in your presence notified E. E. Jackson & Co of his inability to cut the requisite 10,000 cords per year, and if so when, where and how was such notice given?

24x Excepted to by Deft. Atty. and Question withdrawn by Plaintiffs Atty

26 Inter- State whether or not C. F. Norment in your presence protested against receiving wood of the character and quality which

was  
being delivered him, and if so how, when  
<sup>where</sup> and to whom such protest was made  
24 X Excepted to by Defth Attyr.

Ans In an interview which Mr Norment  
had with Mr William A. Jackson at  
Whaleyville, in his store, in December 1877  
in reference to the wood cut for the  
Messrs Jackson by King & Bros. Mr Nor-  
ment stated to Mr Jackson that for all  
the wood cut by them he would take  
at four dollars per cord, such as  
was a first-class article of yellow  
pine Cord-wood. If any wood was  
cut which was not a first class  
article, he would take it, if at all,  
under protest in the way he had been  
taking the wood which was cut by  
himself

25 X Excepted to by Defth. Attyr.

27 Quest. State whether or not. Mr Norment on this  
occasion did not protest that the wood  
which had been and was being delivered  
to him under the Contract of the 3rd of  
May 1875, was not a first-class  
article of yellow pine Cord-wood and  
that he should hold Jackson & Co. respon-  
sible for their failure in this respect.  
to comply with the Contract of the 3rd

of May 1875?

26 x The Deft except became it in leading  
in form and irrelevant in substance  
by his Atty

Ans He did

28 Quest Do you know of any other matter which  
you have not stated pertinent to the  
issues in the cause

Ans I know of nothing just now

Cross examined by Defendants  
Attorney

1st Quest Of the wood cut by E.E Jackson & Co  
how much did you as the agent of  
the plaintiff measure and receive?

Ans I think I received it all about two  
thousand (2000) cords.

2nd Quest Do you know how much of said  
wood so received and measured by you  
was ~~first class and how much so~~  
~~received was~~ from second growth  
timber?

Ans I think about one-half

3 Quest What are we to understand by the term  
second growth timber

Ans My understanding of second growth tim-  
ber is that it is ~~timber~~ the timber that  
grows upon the land the second time

after the first-growth has been cut off; also there is scattered over land in the midst of first-growth pine a species of pine called here the log-pine, and which is as thoroughly sap and coarse grained as the second growth; these two kinds I denominate the second growth.

4. Quest.

Do you mean to say that second growth pine timber is that timber which grows upon land which has once been cleared?

Ans

I do -

5. Quest.

Is the description of pines which you denominate log-pine a pine which grows upon land that has been once cleared?

Ans

It may grow upon land which has been once cleared, but it certainly grows upon land which has not been cleared.

6. Quest.

Log pines then, you mean to be understood as an inferior description of pine?

Ans

7. Quest.

Inferior to the original growth, I mean. Have you not already stated that it is found in the original growth, as well as in the second growth?

Ans.  
& Quest

I have so stated

Explain then, if you please, what we are to understand by its being inferior to the original growth

Ans The one is thoroughly sap and the other is a portion, generally heart, sometimes larger and sometimes smaller.

The one is coarse grained, the other generally fine grained - The one decays early and the other does not decay so quickly.

The last four questions are excepted to by Plffs. Atty. as irrelevant and immaterial

9 Quest

Upon what reason do you form the opinion that you have expressed, that one half of the wood cut by E. E. Jackson was from second growth timber?

Ans

I form it from the Examination of the ~~timber~~ <sup>wood</sup> upon the road, also from the knowledge of the timber standing upon the land

10 Quest

After making that examination, you accepted that wood as the agent of Mr. Hornum?

Ans

I accepted that wood as I accepted all the wood I received from Messrs. E.

E. Jackson & Co.

11. Ques. Did you communicate to Mr Norment your examinations of the wood before you received it, and if yes, did he direct you to receive it?

Ans I did, and he directed me to receive it.

12. Ques. How much <sup>of the</sup> wood that received from ~~Mr~~ Jackson about and after the month of July 1877 was measured by you? ~~You state here you~~

Ans I think at least nine tenths.

13. Ques. In those measurements did you act as the agent of Mr Norment?

Ans I did -

14. Ques. You have stated that the measurements were made by you, Mr Cannon and Mr Tilghman, did Cannon and Tilghman act as the agents of Jackson & Co.?

Ans I suppose they did, one <sup>or</sup> of the other of them was present at the measurements.

15. Ques. Did you measure the ~~timber~~ <sup>wood</sup> with them together or with them separately?

Ans I do not recollect that both of them were present at any one time.

16. Ques. With which of these two did you measure the largest quantity of said

wood?

Ans With Mr Cannon, I think.  
17 Ques In every instance, did not you and Cannon agree in your measurements, and ascertain the quantity to your mutual satisfaction before the quantity so measured was removed?

Ans We agreed generally in measurements but not in deductions.

18 Ques State the particular instances and times at which you have failed to agree on the ~~part~~ quantity of the wood then being measured before it was removed?

Ans I recollect once on the track leading to old No. 3 - once on the main track near old No. 1 - and once at the end of the King boggy track that leads through the Evolution tunnel. Our disagreement was in regard to the manner in which the wood was corded - the quantity asked for was not there.

19 Ques The wood referred to in your preceding answer, was not the quantity and measurement settled and agreed upon before it was removed?

Ans The instructions which I received from Mr. Norment were to measure the wood to get the best deduction I could for bad cordage, bad height &c. and take it. I received there three parcels of wood as I received all others. In these cases and probably in every case in which I met Mr. Cannon and Mr. Lightman to measure wood, after we would get through a rank of the quantity we desired to measure, I would almost invariably ask Mr. Cannon or Mr. Lightman what deduction ought to be made on the ranks or lots we measured, and after getting all the deduction I could, I took the wood.

20 Ques Was this your general practice in receiving wood from the Jacksons?

Ans It was.

21 Ques Am I then to understand that you accepted the wood with such deductions as Cannon and Lightman made for loose stowage and lack of height?

Ans As a general thing.

22 Ques If there were any exception to this.

mode of receiving wood, state them if you please? And whether those exceptions occurred with Mr. Cushman or Mr. Lighluman?

Ans I have no particular exception on my mind now with either one of them

23 Ques In every instance in which you measured wood with Mr. Cushman, did you not express your satisfaction with the quantity which was finally determined upon?

Ans I did not -

24 Ques ~~State~~ Did you on any occasion of such measurements express your dissatisfaction to Mr. Cushman of the quantity finally determined upon?

Ans I recollect, once if not more, very distinctly, measuring wood at old No. 3. Mill

25 Ques State what you said to him expressive of your dissatisfaction of that measurement?

Ans I told Mr. Cushman that the wood we had measured up that day would fall short from ten to fifteen (10 to 15) cords in the bunches

26 Ques What did he say in reply to that?

Ans His reply was that he did not think

it would

27 Ques Was that all he said?

Ans I dont suppose it was, I do not recollect any more of the conversation.

28 Ques Notwithstanding this, did you accept that lot of wood?

Ans I did.

29 Ques Of the wood measured by you and Mr Lighman as the agent of the Jacksons, was there any disagreement between you and Lighman as to the quantity finally determined on?

Ans I recollect one particular occasion when we were measuring wood near old No. 1. we had a good bit of trouble in regard to a lot of wood, I do not know of any other particular trouble with Mr Lighman except on that occasion. Upon that particular occasion we did not agree upon the measurement - but I submitted to his judgment in the matter and took the wood.

30 Ques Can you state any other occasion or occasions when you had any difference with the said agents of Jackson & Co, as to the measurement of the wood - if so state them?

Ans.

There are no particular instances that I can call to mind now, but during the whole time that I measured wood for Norment & Co, with the agents of E. E. Jackson & Co. ~~that we~~ <sup>had</sup> ~~did not~~ ~~have~~ more or less difficulty - about the measurement of wood.

31 Quest.

But notwithstanding these difficulties you always accepted the wood at the measurement which was made?

Ans.

I did.

32 Quest.

In your answer to the 19th question you state that the Jacksons cut of second growth wood, in all about 800-cords, and sold some of it - in Suffolk and shipped two or three cargoes - please state if you can how you arrived at the quantity you here named?

Ans.

The first lot of second growth wood cut by E. E. Jackson & Co was hauled to the road by myself and my recollection of it is there was about 400-cords of it, and I got the information as to the second lot from Mr King at Nunnepeille. I also had occasion to go through the woods where the second lot was cut and from the

size of the piece of land and its being so well set in timber I should think there were at least 400- cords upon that piece of land -

33 Ques How much of it was sold in Suffolk? State if you know whether to Consumers or dealers in wood?

Ans The quantity I had no means of knowing. It was sold to Consumers

34 Ques Of that which was shipped to what port, or ports was it shipped?

Ans Some to Baltimore and some to Philadelphia, I think -

35 Ques Did it all that was shipped go to these two ports?

Ans I do not know. I recollect that the Captain of one of the vessels told me he was bound for Baltimore, and two others to Philadelphia -

36 Ques Are you acquainted with the quality of that wood?

Ans I was

37 Ques ~~Was it~~ State what was its quality?

Ans Second growth -

38 Ques Was it suitable for the manufacture of a first class article of kindling wood?

Ans I should think not.

39 Ques State the conversation that took place

between Mr. Hornment and William H. Jackson which you have referred to in your answer to the 26th question in Chief

Ans. The conversation as stated in the answer to that question is the same as I have already given and is all I recollect

40 Ques. Who was present at that conversation?

Ans. Mr. William H. Jackson, C. F. Hornment & myself, and there may have been others but I do not now recollect

41 Ques. When was that conversation?

Ans. My recollection of it is that it was in the latter part of December 1877.

42 Ques. Can you state whether or not Mr. Seth M. Whaley was present?

Ans. I cannot - I do not now recollect.

43 Ques. Was Daniel B. Cannon present at that conversation?

Ans. I do not recollect

44 Ques. Did Hornment at that time use these words - "If any wood was cut which was not a first-class article he would take it, if all, under protest in the way he had been taking the wood which had

been cut by himself?"

Ans My recollection is that those were the words

45 Quest Do you say that at that time and place and in the connection there stated, <sup>Normant</sup> uttered the word protest?

Ans That is my recollection

46 Quest In that conversation did Normant complain to Jackson that the wood delivered to him under the contract of May 1875 was not a first class article of yellow pine cord-wood? and that he should, <sup>hold</sup> Jackson & Co. responsible for their failure in this respect?

Ans I think in that conversation he made a general complaint of the wood which he had been getting from Mr Jackson and signified his intention of holding Mr Jackson responsible for failing to come up to his contract

47 Quest Did he say he should hold Jackson & Co responsible for their failure, or did he merely signify it?

Ans My recollection is that he said it;

48 Quest Repeat his words as used on that occasion?

Ans The occasion of the conversation was in reference to taking the King wood

Mr Norment stated as nearly as I can recollect that for all of the wood which Mr King was cutting, which was a first class article that he would take at four dollars per cord; any wood which Mr King should cut that was not a first class article he should take, if taken at all, under protest as he was taking the wood cut by himself.

49 Ques Have you now stated that conversation in full as you remember it?

Ans I have.

50 Ques Did Jackson make any reply? and if so what was it?

Ans My recollection is that Mr Jackson said he did not desire Mr. Norment to take anything but a first class article.

51 Ques Was there anything else said by either of the parties on that occasion?

Ans There may have been other conversation but I do not now remember it.

~~The further taking of these depositions is adjourned till tomorrow morning at 9 o'clock A.M.~~

And further this deponent saith not.

Charles N. Dennis

The further taking of these depositions is  
adjourned till tomorrow morning  
at 9 o'clock

Friday morning August 13th 1888

Present - Messrs. Withers & Prentiss and  
Jno. H. Wright for Plaintiff  
and

Messrs. J. W. Cusfield and W. J.  
Kiehl for the Defendants.

C. W. Wright being duly sworn for the Plain-  
tiff deposes and says as an expert -  
1X Excepted to as an Expert by Defth. Atty.

1st Quest What is your name, your age, occupation  
and where do you reside

Ans. Claudius W. Wright, aged 30 years, farmer,  
and reside in Suffolk Va.

2. Quest. ~~Were~~ you ever in the cord-wood busi-  
ness, if so, when, where, and for how long?

Ans. I was in the business in Norfolk County  
for three years - 1870-1-2-

B 2X Excepted to by Defth. Atty, as not pertinent  
to the issues of this cause

3 Quest State whether or not, you ever examined  
the wood <sup>or any of it,</sup> delivered to C. F. Hornum by  
E. E. Jackson & Co, under the contract of

the 3rd of May 1875, the circumstances of such examination and your opinion as to its character and quality?

3x Excepted to as to the extent of the opinion asked for, by Deft. Attyr.

Ans I examined several different Cargoes, in some of which there were not to exceed in my opinion ~~not~~ more than one-third of strictly first-class wood. I examined others that I thought were about one-half-

4x Excepted to by Deft. Attyr.

4-Quest Was the wood thus examined by you a first-class article of yellow pine cord-wood?

5x Excepted to by Deft. Attyr.

Ans Strictly speaking it was not

6x Excepted to by Deft. Attyr.

5-Quest How much of it, if any, was not a first-class article of yellow pine cord-wood and was it in good condition?

7x Excepted to by Deft. Attyr.

Ans As I stated before, I do not think any of it was a first-class article of yellow pine cord-wood, and that which I examined was not in good order

8x Excepted to by Deft. Attyr.

6 Quest. Explain what you mean by saying that it was not in good order?

9X Excepted to by Deft. Atty.

Ans. It had been lying on land judging from the looks of the wood that was very low and in consequence of that fact very wet; it being mostly of an inferior article of wood, had lost its bark much easier than a first class article of wood would have done, and thereby rendered it much less saleable.

10X Excepted to by Deft. Atty.

7 Quest. State whether or not, you remember the dates of any of these examinations and whether they were carefully made by you with intent to discover the character and quality of the wood?

11X Excepted to by Deft. Atty.

Ans. I recollect going aboard of a vessel ~~and~~ making an examination on the 19th of March 1879, and several cargoes within thirty days from that time. Those examinations were made by myself to find out the quality of the wood.

12X Excepted to by Deft. Atty.

8 Quest. What was the value of the wood you thus examined or compared with a first-

class article of yellow pine Cord-wood <sup>2</sup>/<sub>7</sub>

13X Excepted to by Def't Atty.

Ans. From a dollar to a dollar and a half per cord less - I consider the wood to be no better than wood that was furnished to Mr. Harnell by E. E. Jackson & Co for two dollars and fifty ( $2\frac{50}{100}$ ) cents per cord

14X Excepted to by Def't. Atty.

15 Quest- Cross examined by Defendants Atty's  
Did you ever see and examine the contract between Harnment and the Jacksons of the 3rd of May 1875?

Ans I have seen the contract but I never examined it carefully

2 Quest- When did you see it - for the first time?

Ans I do not recollect.

3 Quest- Was it before or since the 19th of March 1879?

Ans Before; else I never would have answered that I examined wood that was cut under that contract

4 Quest- What knowledge have you that the wood you examined on the 19th of March was shipped by the Jacksons <sup>under</sup> that contract?

Ans I judge it to be the fact, really I do

not know it. I recollect that on that day that the Captain of the vessel that was then loading told me that Norment had received some wood from Jackson inferior to that.

~~The defendant~~ <sup>Myself says that</sup> ~~the defendant~~ <sup>rejects</sup> the defendant rejects or not - responsive to his query.)

5 Ques State the name of the vessel and that of the Captain thereof, the cargo of which you examined on that day; to wit the 19th of March 1879

Ans I did not examine the vessels name, but the cargo of wood, and I have forgotten the name of the Captain

6 Ques How many cargoes of wood did you examine ~~in~~ the next thirty days after the 19th of March 1879?

Ans I do not remember the number but I examined all the cargoes that left in that time, and probably for a longer period than that.

7 Ques Name the vessels which carried away those cargoes?

Ans I do not know the name of a vessel that runs from the wharf

8 Ques Do you know the name of any vessel that carried away any one of these cargoes?

Ans. I do not. I would see the name of the vessel but <sup>I have forgotten it</sup>  
Q. What knowledge have you that the cargo referred to in the 6th: and subsequent questions, was shipped by the Jackson under the contract of the 3rd of May, 1875, with Norment?

Ans. Really, I did not know it only by what I had heard, it came from Mr. Norment - and I supposed it to be true

1. Q. Re-examined for the Plaintiff  
Was or was not the wood which you examined on the 19th: of March and after, shipped over the road of the Jackson and transferred from their cars to Norment's vessels?

Ans. It was

2. Q. Examine carefully the contract of the 3rd of May 1875 - marked exhibit "A" with the Bill, and after such careful examination state whether or not, you see anything in it which induces you to change or modify your testimony as given in this deposition?

H. Excepted to by Deft: Atty:

Ans. I have examined the contract above named and am satisfied from the reading of it

that all wood examined by me was cut under the said Contract.

As I stated before there was a very small quantity, if any of the wood examined by myself that was a first-class article of kindling wood.

2X Excepted to by Defts: Attyr

3rd Ques Do you see anything in the said Contract which induces you to modify or change the testimony already given by you in this Cause?

3X Excepted to by Defts Attyr.

Ans I do not.

4X Excepted to by Defts Attyr

And further this Deponent said not.  
C. F. Wright.

Charles Lenhart being duly sworn for the Plaintiff deposes and says.

1st Ques What is your name, age, occupation and where do you reside

Ans Charles Lenhart, 52 years of age, farmer and butcher, and I reside in Hammonds County, Va.

2nd Ques State whether or not you are familiar with the land upon which C. F. Hornum cut wood under his Contract

with E. E. Jackson vbs of the 3rd of May  
1875.  $\frac{2}{1}$

Ans I am.

3rd Ques State whether or not any of this wood after  
being cut under said contract was suf-  
fered to remain in the Swamp until  
it became rotted and mildewed?  $\frac{2}{1}$

1 X Excepted to by Defts Atty.

Ans Some was hauled out and some stayed  
there two years because it was too wet  
to haul it.

4th Ques Was it always too wet to haul it?  $\frac{2}{1}$

Ans That is more than I can tell you.

5th Ques How much of it remained in the  
Swamp two years?  $\frac{2}{1}$

Ans I cannot tell how much was left.

6th Ques Was there any of it which was never  
hauled out?  $\frac{2}{1}$

Ans Yes - about fifteen pens and some  
broken pens I do not know how many  
I do not think there is much.

7. Ques Are you speaking now of the wood  
left on your own land?  $\frac{2}{1}$

Ans I am

8 Ques Was any of this wood hauled out in  
less time than from a year and a half  
to two years after being cut?  $\frac{2}{1}$

Ans I expect some was hauled out before and

Some after

9 Quest State how long the most of it was allowed to remain

Ans That I do not know.

1 Quest. Cross examined by Defts Counsel  
How many pieces of wood are required to make a cord?

Ans I do not know, sometimes four, sometimes five and sometimes six.

2 Quest. Do you know anything about and where you ever see the contract of the 3d of May 1875, between E. E. Jackson & Co. and Hornum?

Ans No Sir.

Re-examined for the Plaintiff

1 Quest Did you not state to Mr L. F. Hornum and to L. W. Dennis this morning that all, or nearly all, of the wood cut on your land remained in the Swamp for at least two (2) years, and have you not made the same statement to them and to others on various occasions?

The plaintiff Counsel warns the witness to be on his guard.

The Defendant's Counsel wishes it noted

that the plaintiff counsel in asking this question gave the <sup>warning</sup> ~~notice~~ above recorded and publicly announced his intention to introduce testimony to contradict the witness.

The plaintiff counsel adds that he immediately stated that he merely wished to warn the witness legally. The Defendants by their attys except to the above question and among other reasons because it is not competent for the plaintiff to impeach his own witness.

Ans No, I told him as I tell you now some of it - was hauled out and some of it is in there now. Some was hauled out in less than two years and some remained two years and some is there now.

And further this deponent saith not  
Gods witness

William J. Bohon being duly sworn for the plaintiff, deposes and says.

1st. Quest What is your name, age, occupation and

where do you reside?

Ans William J. Bohoon, 37 years of age, and reside in Suffolk

2<sup>d</sup> Quest Where was your place of business during the years 1876-77-78-79?

Ans Up to 1879 I was doing business at the foot of Main Street, on the wharf in Suffolk. I left there in May 1879.

3<sup>d</sup> Quest: Had you opportunities for observing the arrival and departure of ~~West~~ <sup>West</sup> ~~horm~~ <sup>horm</sup> ~~ment's~~ <sup>ment's</sup> vessels, which came for wood, to be loaded by E. E. Jackson & Co.?

Ans I did -

4<sup>th</sup> Quest State whether or not these vessels were loaded with reasonable dispatch, giving <sup>the particulars</sup> all you may remember in this connection?

1X Excepted to by Defts Atty.

Ans I have known some vessels to remain there as long as twenty or twenty-one days, one in particular. The William Phelps commanded by Capt Lane. I heard other Captains complain of the delay - Capt Vaughan of the Schooner S. J. Vaughan, Capt Loring of the M. E. Leonard - Capt Soper of the Pharo. and the Schooner William came for a cargo of wood and seeing no prospect -

of obtaining a load left without one  
The Norment had her towed in  
and towed out empty - She went  
to Washington and loaded with coal  
because she could not get a cargo  
here in a reasonable time

2X Excepted to by Defth. Altyr.

5-Quest State whether or not there was not a gen-  
eral complaint by the Captains who  
came to Suffolk to load with wood for  
Norment - that they could not get cargoes  
with reasonable dispatch?

3X Excepted to by Defth. Altyr.

Ans Yes, there was a good deal of dissatis-  
faction expressed by the most of the  
Captains and I heard some of them  
say they would not come here again  
unless they could get more dispatch  
in loading, as they could not afford to  
to lay here so long idle.

4X Excepted to by Defth. Altyr.

And further this Depoent Saith not -  
H. J. Bohron

The further taking of their depositions is  
adjourned till tomorrow morning at  
9 o'clock.

(17)

Saturday August the 14th. 1880

Present - Messrs. Withers & Prentiss and  
Jno. H. Wright for Plaintiff  
and

Messrs. J. W. Grisfield and  
W. J. Kiehl for Defendants.

3d  
The further taking of these depositions  
is adjourned to Monday, August 16th.  
1880, at 10 o'clock A. M.

C. H. Halsey  
Notary Public

Monday Morning, August the 16th. 1880

Present:

Peter B. Prentiss, Commissioner in Chancery  
in the Circuit Court of Harwamond County, before  
whom, by consent of parties, here entered on  
record, these depositions are continued.

also Present:

Robert R. Prentiss and John H.  
Wright of Counsel for Plaintiff  
and

J. W. Grisfield of Counsel for  
The Defendants

James W. Beacham, being duly sworn on the Holy  
Evangelists of Almighty God, deposes and says

as follows:

1<sup>st</sup> Quest.

What is your age, <sup>your occupation</sup> ~~reside~~ where do you reside and do you know the parties to this suit?

Answer.

I am 29 years of age, reside in the City of Baltimore, Maryland, my occupation is that of Property Agent and Collector, and I know the parties to this suit.

2<sup>nd</sup> Quest.

What was your occupation in the years 1875 & 1876?

Answer.

From September the 1<sup>st</sup> 1875, to about Feb: 1<sup>st</sup> 1876 I was superintendent & general Clerk for W.A. Allen & Co. From 1<sup>st</sup> Feb: 1876 to Jan: 1<sup>st</sup> 1877, I was general manager for C.F. Hament & Co. I held a Power of attorney as such, to be used at my discretion for the benefit of their business.

3<sup>rd</sup> Quest.

Do you know the provisions of the Contract dated 3<sup>rd</sup>: May, 1875, <sup>Signed by</sup> ~~between~~ W.A. Allen & Co. and E.E. Jackson & Co. ~~signed~~?

Answer.

I do.

4<sup>th</sup>: Quest.

Examine the papers, shown you, marked, No: 9, & state whether you ever saw it before?

Answer

This copy, I have seen before - and is a copy of a letter written by me, to Messrs: E.E. Jackson & Co. March 10<sup>th</sup> 1876, first, with an enclosure of Check, No: 6, to the amount of \$585<sup>23</sup> on a former contract, - second - a letter to Messrs: E.E. Jackson & Co., that we would cut about 8000 (Eight thousand) cards of wood & that if they wished a full complement of Ten

thousand (10,000) cords, <sup>or more</sup> as per contract, ~~as~~ it would be advisable to put ~~some~~ more men in the woods on their account to cut wood. That in account of the complaints of the men & the scarcity of timber of the kind, as per contract, we fixed it had to get men. The said paper, marked No: 9, is a leaf from C. F. Normant's Letter-Press Book, upon which I impressed the original, & I mailed the original to E. E. Jackson Ho:-

The Plaintiffs offer said paper, marked No: 9, as evidence.

The Defendants except, ~~and~~ <sup>says</sup> to paper marked No: 9, as legal & competent evidence, in this cause - & also to the statements of the witness in the foregoing answer, which ~~says~~ <sup>says</sup> the contents of said paper, the check & notice, said to be therein contained, as not legal & competent evidence.

5<sup>th</sup> Direct: Examine the paper marked No: 10, & state, whether you ever saw it before, & all you may know about it?

Answer. I saw this paper about March 17<sup>th</sup> 1876, ~~it is an~~ <sup>it is an</sup> acknowledgment of the receipt of paper No: 9, ~~and~~ <sup>enclosing check</sup> dated March 10<sup>th</sup> 1876 - There is other matter in it in connection with old contract - Also urging us to use every effort to cut ten thousand (10,000) cords spoken of in paper marked No: 9, dated March 10<sup>th</sup> 1876. The aforesaid paper, No: 10, was received by us on or about the 10<sup>th</sup> day of March 1876, by due course

of mail from E. Z. Jackson Co.

The Plaintiff, Counsel offer paper marked

No: 10 as evidence in this cause.

The Defendants except to the foregoing answer  
of the witness to this question, except the first  
and last sentences thereof - & also except  
to the said paper, marked No: 10, as legal  
& competent evidence.

Q<sup>th</sup> Quest: Examine the papers, marked, respectively, 11 & 12, &  
state whether or not, they are leaves torn from the  
letter-press Book of C. F. Hornum, & whether or  
not, you mailed the originals to E. Z. Jackson Co.:

Answer. I have examined the papers, numbers 11 & 12  
& am positive, that they were torn from the press-  
book of C. F. Hornum ~~and~~ and that they are copies of  
the originals that were duly mailed to Messrs: E. Z.  
Jackson & Co, by me.

The Plaintiff, Counsel offer said papers, marked  
No: 11 & 12, respectively, as evidence in this cause.

The Defendants except to said papers, as  
legal & competent evidence, as stated.

Q<sup>th</sup> Quest: What was the quality of the wood cut by C. F. Hornum  
under the Contract of the 3rd day of May, 1875 - during the  
time you were his Manager?

Answer The quality of the wood cut by C. F. Hornum was of a very infe-  
rior quality: being at least one third ( $\frac{1}{3}$ ) to one half ( $\frac{1}{2}$ )  
of second class wood; <sup>the lumber</sup> being second growth, & rotten hearted  
or decayed: which caused a loss to C. F. Hornum of at least.

one dollar, a cord: the same being cut, under continual protest to their agent, Mr: D. B. Cannon. — there was a continual wrangle with Mr: Cannon.

Mr: Cannon's answer was always, that we would have to cut the wood on the land designated by him, <sup>(and always promised that he was going to give us some wood & generally, did so, at a price to suit his convenience & not ours)</sup> which we were compelled to do, though, under protest, ~~and~~ for if we went to stop our operations here, at that time, we would sustain an immense loss, & as we had all our fixtures, &c. here, to carry out our contract to the letter, at a cost of about \$3000 <sup>or</sup> (three thousand dollars) we worked on ~~under the same~~ land designated by Mr: Cannon until we were compelled to quit with our machine & connections, as the machine was stopped, on account of being <sup>ruined</sup> in the swamp, preventing us from working further, <sup>with the machine</sup> for the time being — we again called on Mr: Cannon to give us timber and land, where we might work our machine: his answer was, "we have not any," which caused us to discharge our men at the machine, & finding that there was no chance to get such timber as we asked for, we were caused to sell off our teams &c, at a tremendous loss — ~~machine &c.~~ said machine was guaranteed to cut one hundred (100) cords per day, & did cut, in a tract of land — the first tract given us by Mr: Cannon, as high as fifty (50) cords per day; and I believe, <sup>would</sup> ~~could~~ cut one hundred (100) cords per day, if the right sort of timber on the right sort of land had been given us, as per contract. I have made the

remarks in the presence of different parties, that the machine was worth nothing to us - I meant by that, that Messrs: E.E. Jackson & Co. through their <sup>son</sup> Agent, did not intend to carry out that part of their contract, in relation to the machine, or to giving us first class wood. The stopping of the machine, caused by Messrs: E.E. Jackson & Co. caused C.F. Norment, a fur trader, loss of \$4800<sup>00</sup> (forty-eight hundred dollars) sustained by him, by the dissolution of the firm of W.A. Allen & Co. - At least, two thirds ( $\frac{2}{3}$ ) of the land given us to cut over, by Mr. D.B. Cannon, Agent of Messrs: E.E. Jackson & Co. has been gone over by the men from the lumber mills, & the ~~best~~ <sup>the</sup> first class timber was cut by them, which left us very little else than second class timber, which caused a great deal of trouble to get men to do any thing, as ~~they~~ it was impossible for them to make time. I have called on the said Agent, repeatedly, in account of this, & protested against his action towards us: his answer was, they will have to cut the timber I designate. I was very much astonished, at his answer, as our contract positively says, that we were, in no event to cut any, but first growth wood, & not satisfied with this, I have called on Mr. Wm. Jackson, in person, whilst he was in Safford & could get no satisfaction: he treated me as <sup>as</sup> a school boy, & not as one business man would treat another.

~~after the words~~

The Defendants, except to all the preceding answers of the witness, ~~after the words~~ "rotten hearted or doxyed" in the 3rd & 4th lines thereof, because, the part excepted to is not responsive to the question, is immaterial, irrelevant & incompetent.

8th. Quest. What do you mean by stating, that Mr. Wm. Jackson, "treated you as a school boy, and not as one business man would treat another"?

~~Answer.~~  
Answer. The Defendants except to this question. I mean, that ~~at~~ <sup>at</sup> almost every meeting, when I would complain to him, as to the manner of treatment, we were getting from his Agent, and also, as to quality of the timber he was compelled to use, under the surrounding circumstances, he would laugh at my complaint, & tell me, that after he got through, the timber designated by his Agent, he would likely do better. Against this manner of treatment, I have protested, again & again. He would then turn the subject of conversation in <sup>almost</sup> every case, on some matter very foreign to what I was complaining of, & that was the only satisfaction I got: which I consider "school boy treatment," & not as <sup>our</sup> business man should treat another.

9th. Quest. Did he do better as ~~the~~ <sup>as not being proper guidance</sup> ~~presumed~~, he said he would?  
Excepted to by Defendants Counsel.

Answer. Yes: in some things, he did, in others, he did not: as to giving us better quality of wood ~~to cut~~ during the cutting season, of the Fall of 1875 & Spring of 1876, he did no better: but in the Fall of 1876, he gave us a ~~&~~ slightly better quality of wood, in some cases, to cut: in others, the same that we had been cutting: in fact, we were compelled to go back and cut over some land we had already cut over during the former season. We did this under protest, with the hope, that by doing so, they would give us a chance to cut better wood than we had been cutting: by complying with their request.

Excused to { Depts. Counsel, as being immaterial

10th: Quest. Where was the wood measured, that was delivered to C. F. Norment, during the time you were his manager, by whom was it measured, & was it measured, accurately or not.

Answer. The wood was measured along the line of the Rail Road of E. E. Jackson Ho: the greater part was measured by Mr. D. B. Cannon, Mr. Jackson's Agent & myself. Some by Mr. D. B. Cannon & Mr. Norment; and ~~some~~ some by Mr. D. B. Cannon & our Wood Counter, Mr. Joel Evans: all the wood measured by Mr. Cannon & myself was never measured correctly. I never measured any wood with Mr. Cannon, without, almost, in every case, having a fuss with him: the wood was stacked in such a miserable condition, that I, always,

asked, a reasonable deduction, which I do not think, in more than one or two cases, I got the deduction I asked. Mr. Cannon ~~Always~~ did have his own way to a very great extent, in measuring wood, & would agree to nothing else: most all <sup>of the</sup> ~~wood~~ measured by Mr. Cannon & myself, was taken under protest, as our Schooners were at the wharf, generally, & we were compelled to load them or sustain a loss. So measuring wood with Mr. Cannon became to me a job that I detested, as I never could get him to agree to any thing except it was in favor of E. E. Jackson Ho: only in one case, I remember, where I asked a deduction of two (2) cords on a measurement of over one hundred (100) he accepted that, & I declined, as I was only trying him to see if he knew what justice was. There is a letter, labor marked (No. 10) now on file, as evidence, wherein, I called Messrs. E. E. Jackson Ho: attention to the manner in which they were racking their wood, & told them, if continued, they would be required to deduct a great deal on account of bad stowage &c. as I called Mr. Cannon's attention to the fact, & he had done nothing, as yet.

I was on the look-out ~~to~~ to see the manner in which they would rack wood under contract, <sup>May 3</sup> 1875; ~~and~~ ~~I saw~~ so that it might hold out to measurement, if possible; the reason why I did this, <sup>ever</sup> ~~was~~ had had some experience in the manner in which they racked their wood, ~~when~~ under a former contract,

wherein they represented that they had 4000 (four thousand) cords of first class wood, two thirds of which being ranke along the line of said Rail Road & the balance in the woods: ~~and~~ under such a representation they got an advance from us of \$4000 (four thousand dollars) or \$1.<sup>00</sup> per cord. the same turned out by measurement <sup>in New York</sup> 2875 (twenty-eight hundred & seventy five cords) which put me on my ~~good~~ guard. In no case did the Rail Road measurement, except when they took <sup>our</sup> Bill of Lading, as measurement, ~~it~~ would it hold out in New-York: it generally fell short ten or twelve cords to a car, of about one hundred & fifty (150) cords. Another reason, why I was particular about the measurement of our new wood, was, that it had been reported to me that Mr. D.B. Cannon, Agent as <sup>has remarked, that</sup> before, intended to get even with us, in the new wood, on account of some measurement made by Mr. Wm. A. Allen, of W. A. Allen & Co: a thorough wood-man who had been in the business for years, wherein Mr. Wm. A. Allen would not give him his own way, & from that time (Mr. Cannon) <sup>thought</sup> ~~that~~ <sup>Mr. Allen</sup> he would take advantage of him - This occurred under a former contract <sup>between</sup> ~~the~~ <sup>Wm. A. Allen & Co.</sup> ~~and~~ <sup>var</sup> ~~D.B. Cannon~~ & E. E. Jackson & Co. & Wm. A. Allen & Co.

The Defendants except to that part of this answer, which begins with the words,

"there is a better" thence to the end of the answer,  
as irrelevant, immaterial, impertinent & at complu-  
tent evidence, under the issues in this cause.

11<sup>th</sup> Question.

When was the wood cut by C. F. Norment under  
the Contract of the 3rd of May, 1875, while you  
were his Manager, hauled to the Rail Road, for  
shipment?

Answer.

A small quantity was hauled during the summer of 1876,  
some during the Fall of 1876, & some, I do not know  
when, it was hauled: as a great quantity of it  
was in the woods when I left ~~here~~ here, in  
December, 1876. I had begged & pleaded with  
Mr. Cannon to have <sup>all the</sup> wood hauled to the Rail Road  
during the dry season, which he did not do. I  
also complained to Mr. W. H. Jackson, in regard to this  
matter, but such complaint did not seem to hurry him.  
The wet season came on & a large quantity of the wood  
stayed in the woods, during a part of the wet season.  
The wood <sup>that</sup> was hauled after such exposure was, the  
greater part soggy, mildewed, & a good part of the  
bark off. ~~Such~~ Such wood as there was, in  
fact, worth nothing to us: we took it under protest:  
but at a loss, of at least from one dollar to one  
dollar & a half, per cord. Messrs. E. E. Jackson & Co.  
had used due diligence, in pushing the wood to the  
road, <sup>with reasonable dispatch or for contract,</sup> it could have all been easily cut there  
& hauled during the dry season, & ~~and~~ saved C. F.  
Norment the loss caused by their negligence.

12<sup>th</sup> Question

The Defendants, except to all of this answer, after the words & figures, "December, 1876." Was the wood shipped by C. F. Norment during the time you were his <sup>(under the contract of May 3<sup>rd</sup> 1875)</sup> manager, delivered on board of the vessels, at Seafford, with reasonable dispatch, or not?

The Defts: except to the form of this Question.

Answer. Some of it was delivered with dispatch - a greater part of it was not: as the vessels would have to lay here, sometimes as high as four (4) days, before they would <sup>land</sup> ~~land~~ any wood down to them: but, in every case, if E. E. Jackson Ho: lumber vessels were in sight, or at the wharf, they would be shown the preference.

13<sup>th</sup> Question

Did E. E. Jackson Ho: during the ~~entire~~ <sup>entire</sup> existence of ~~the~~ the agreement of the 3<sup>rd</sup> May, 1875 engage in the manufacture & sale of Cord wood, or not?

Answer.

They did; in the Spring of 1876. Mr: D. B. Cannon, their agent, took ten or twelve men into the woods & cut second growth wood, which, by my measurement, on the Rail Road, amounted to about 500 Cords: the time of his cutting this wood, was, when we were scarce of hands: I called Mr: D. B. Cannon's attention to the fact, that we needed the men & that it was, in direct violation of the contract, which had no effect on him; they also shipped wood over their road, that was cut by them: I stopped the first train on the Rail Road & protested

against their action. The Engineer's reply was, that he had orders to carry it to the wharf at Saffolk - with that he started off with the train - I then, as soon as I could possibly do so, went & had a consultation with Mr. D. B. Cannon, their Agent, & told him, that he had broken one of the conditions of the Contract. I also protested against their carrying any more wood over the road, without it was through us, which he did not notice, as there was more wood carried over the Road, not through us. I then saw Mr. Cannon, & told him, that this was a breach of the Contract, as he was well aware, & that E. E. Jackson & Co. would have to pay for it, one of these days.

The Depts. Except to the conversations between the witness & the Engineer, detailed therein - Also the witness's declarations to D. B. Cannon, as detailed therein, as not legal or competent evidence - nor ~~is~~ either of them.

14th Inst. Was there any unforeseen trouble with reference to hands, whilst you were manager for C. F. Norment, under the Contract of the 3rd. of May 1875?

~~Answer~~ Yes. The Depts. Counsel except to the question  
 Answer. Yes. If Messrs. E. E. Jackson & Co. had supplied us with the proper quality of wood, ~~at the~~ on the right sort of land I do not think, we would have had any difficulty in getting all the hands we needed.

but as it was, the few men we could keep there, during the winter of 1875-6 were dissatisfied, at all times, I would repeat the same to their friends, which prevented us from getting more hands. In the Fall of 1876 (the first part) we had the same trouble, but later in the Fall & Winter of 1876 the men were a little better satisfied, as they had given us, slightly better timber, & thus, it stood, when I left, in December, 1876.

15<sup>th</sup> Quest: The Defts: Counsel except to all the answer, save the first ~~and~~ sentence "Yes" Did you notify E. E. Jackson Ho: of the difficulty in obtaining <sup>all the</sup> hands you needed, or not?

Answer. The Defts: Counsel except to this question. I notified Wm. Jackson in person, several times, whilst he was in Suffolk. I also, wrote to Messrs. E. E. Jackson & Co: in regard to the same matter, ~~scribing~~ a copy of which letter is filed with this deposition, marked "No: 9."

The Defts: except to all that part of this answer, commencing with "I wrote to Messrs. E. E. Jackson Ho: to this end & there, as not legal and competent testimony."

The further taking of these depositions is adjourned till to-morrow morning, 10 O'clock.

Peter B. Prentiss, Comm

State of Virginia - Henric County, to wit:  
I, Peter B. Prentiss, a Commissioner in Chgo. of the Circuit Court, in and  
for the County aforesaid, in the said State, do hereby certify, that the fore-  
going deposition of James W. Beacham, was duly taken & sworn  
to, at the time & place mentioned therein.

Given under my hand, this 14th day of August, 1880.  
Peter B. Prentiss, Comm<sup>r</sup> in Chgo.

Tuesday Morning, August 17th: 1880.  
Present.

C. H. Halsey, Commissioner in  
Chancery in the Circuit Court of Hen-  
ric County, before whom by con-  
sent of parties, has entered of record  
this deposition and continued

Present, R. R. Prentiss and Geo. H.  
Wright of counsel for the Plaintiffs  
and

Messrs J. W. Cusfield and W. J.  
Killy of counsel for Defendants

James W. Beacham being duly sworn  
deposes and says

16th Ques. State whether or not C. F. Norment  
was required to pay a higher rate  
of freight than usual by reason of the  
delay in loading his vessels attached  
to in your answer to the 12th question?  
Ans. ~~Yes, he was, as in almost every case~~  
~~excepting to be kept at the~~

where one of our vessels came to the wharf, the Captain would tell me that if they could get reasonable dispatch E. F. Norment could charter his vessels at a lower rate of freight, as the manner of loading in Suffolk was noised all over New York among the Captains, and that they did not care to come to Suffolk at any figure, if they could get chartered to other places where they got dispatch, and that E. F. Norment was compelled to pay <sup>a</sup> higher rate of freight on account of the kind of dispatch given the wood vessels at Suffolk.

17th Feb Excepted to by Deft. Atty.  
Do you now remember any other matter pertinent to the issues in this cause?

~~Q~~ Excepted to by Deft. Atty.  
Am I know that in all our transactions from the time I arrived in Suffolk until I left that there was a continual wrangle between Messrs E. & Jackson & Co and E. F. Norment caused by their action in every transaction ~~me~~ I had with them, or in every case they

Seemed to want to take the advantage of us - As in almost every case they would not give way to me but decided in their own favor - As to our complaints made to their agent Mr. D. Beaumont and also Mr Wm. H. Jackson of Messrs E. E. Jackson & Co. were disregarded!

They seemed to act throughout as if they thought Mr C. F. Norment was a youth who came here with more money than brains and that they intended to get the money! This is a true account of all their transaction throughout.

X Excepted to by Def't Atty as irrelevant, impertinent and immaterial to the issues in this case.

Cross-examined by Defendant's Atty

1st Quest. In your answer to the Second interrogatory you state that you <sup>were</sup> ~~are~~ the general manager for C. F. Norment & Co. - State if you please who is meant by C. F. Norment & Co.?

Ans. C. F. Norment, the plaintiff in this case

2nd Quest When you speak of Norment & Co in your examination in chief, do you mean the said L. F. Norment?

Ans I do

3rd Quest After the withdrawal of W. A. Allen from the firm of W. A. Allen & Co under what name was the business under the contract of the 3rd of May 1875 with the Jacksons conducted?

Ans Norment & Co

4 Quest (You spoke in your examination of "the wood season"; do you mean by that the time of beginning and terminating the cutting of cord-wood?

Ans ~~The cutting season~~ I mean from the time we begin cutting in the fall until we cease cutting in the Spring

5 Quest At what time do you begin to cut in the fall, and at what time do you cease to cut in the Spring?

Ans We begin to cut about the 1st of October and cease cutting about the 1st of May following

6 Quest Is that the usual habit in the wood-business in Houseman's County?

Ans It was, when I was in Suffolk  
7th Ques. According to the course of the wood  
business in Hansermond, is the wood  
shipped soon after cutting, or is it  
required to remain until it  
becomes seasoned?

Ans It is required to remain until it  
becomes seasoned.

8 Ques. The wood cut between the ~~1st~~  
1st of October and the 1st of May in  
any one season - at what time  
does the shipment usually commence  
according to the course of the wood  
business -

Ans ~~In July~~ We commence shipping  
generally in July

9 Ques. How much wood was cut by Mr.  
Normant under the contract of  
the 3rd of May 1875, in the first  
wood season next after the date  
of said contract?

Ans By Woods-measurement about Seven  
thousand nine hundred (7900)  
cords

10 Ques. How much of that wood was shipped  
before you left <sup>this service</sup> about the beginning  
of the year 1877?

Ans I do not remember how much

11 Quest. Was any wood cut by the Defendants for Norment under said Contract in the first wood season after its date?

Ans. Not that I know of

12 Quest. While you remained in the service of Mr Norment, and as his manager, did ~~you~~ he through you continue to receive on vessels provided by him wood cut under said Contract during the period that you remained in his service?

Ans. He did under a continual protest of every measurement and the quality of the wood, as he was compelled so to do or sustain a very heavy loss.

— The Defendants, reject by their counsel all the foregoing answers not responsive to the interrogatory.

13 Quest. Notwithstanding the disputes and ~~irregularities~~ <sup>irregularities</sup> respecting the quality and measurement of said wood, you continued to receive it on board of said vessels during the period that you remained in his service?

Ans. We did under a ~~constant~~ protest

14 Ques. You have stated in your examination in chief that the defendants after the making of the said contract of the 3rd of May 1875, - and before you left the service of Norment cut some five hundred (500) cords or thereabouts of second growth wood and hauled the same over this road and sold part of it in Suffolk and shipped part of it away, was that wood of a quality suitable ~~for a fire~~ to make a first class kindling wood?

Ans. It was not - I made no such statement as to the selling of part of the wood elsewhere to in Suffolk and shipping the remainder away.

15 Ques. Am I wrong in supposing that you said they sold a part of it in Suffolk and shipped the remainder of it away?

Ans. You are.  
16 Ques. In your answer to the 13th interrogatory you spoke of stopping the first train engaged in bringing down this wood and spoke to the engineer of that train, will you be kind enough to name that engineer if you can? If you cannot describe

him as well as you can so that he  
can be identified?

Ans. The engineer's name as I remember  
was Charles Whaley

17 Ques. Do you know, and if so, please in-  
form us, how much wood cut un-  
der the contract of the 3rd of May  
1875, was shipped before you left  
the service of Vermont?

Ans. I do not

18 Ques.

And further this Dependent with not-  
J. H. Beacham  
" "

The further taking of these Depo-  
sitions is adjourned till Wednesday  
the 1st day of September 1880,

G. H. Causey

Court in chancery

Frank Poole being duly sworn for the Plaintiffs, deposes and says.

1st Quest What is your name, your age, your occupation and where do you reside

Ans Frank Poole, 48 years of age, Lumberman and wood-cutter and live in Portsmouth Va.

2nd Quest What was your occupation during the years 1876-77- & 1878?

Ans I was attending to Mr. Norment's wood-cutting in Household County

3rd Quest. What was the quality of the wood cut by C. F. Norment under his contract with E. E. Jackson Esq. dated the 3rd of May 1875-?

Ans Some of it was very good wood and some of it was not. I suppose one-third of it was not first class wood

4th Quest What do you mean by saying that one-third of it was not first-class wood?

Ans I mean sapling pine - second growth

5th Quest Did you ever have any conversation with Mr. D. B. Cannon <sup>agent for E. E. Jackson Esq.</sup> with reference to the quality of the wood he was furnishing C. F. Norment's hands to cut if so. State where it

occurred, and what the conversation was as nearly as you can remember it?

~~Ans.~~ Then I question excepted to to the extent that it-asked for the conversation between the witness and I Blinn by Deft's Atty.

Ans. At one time I did, I am not certain on what tract of land the conversation occurred but I think it was on a tract adjoining the Goodman tract. There was a piece of timber that was not cut because Mr Dennis said it-would not suit the market; it was sapling pine. Mr Cannon asked me if it was not first growth pine I told him no I knew it was not. Mr Cannon said if Mr Dennis said it was not first growth pine he lied and I said no more - Mr Cannon said it had to be cut or else they had to stop as he was running that machine.

On the Goodman tract there was some scattering timber left because it did not suit Mr Cannon.

ments quality of wood and Mr Jackson came along and found fault about it - Some of it was "loaty" and some was winding timber that would not split.

6th Inst

Do you mean to say that Mr. Cannon, as agent for E. E. Jackson & Co., countermanded Mr Dennis' orders in Mr. Dennis' absence and insisted upon your cutting second quality timber which Mr Dennis had ordered you not to cut?

X Excepted to by Deft Atty as improper to be answered by the witness

Ans He said it had to be cut

7th Inst

Were you ever required to cut timber upon land where E. E. Jackson & Co. had already cut the best for their saw mills?

X Excepted to by Deft Atty

Ans

Yes, we cut wood on several tracts where saw-mill logs had been cut.

12th Inst

Cross-examined by Deft Atty  
Under whose employment were you engaged while cutting or supervising

tending the cutting of the wood  
mentioned in your examination  
in chief?

Ans Mr. Norment  
2nd Ques Do you know under what <sup>particular</sup> con-  
tract ~~With~~ Mr Jackson, Mr Nor-  
ment was having said wood cut?

1X Excepted to by Plaintiff's Atty

Ans I do not know further than this -  
that all wood was to be cut  
down to eight inches, as I was told  
all first class timber was to be  
cut down to eight inches.

3. 2nd Ques Can you read and write?

2X Excepted to by Pltffs as irrele-  
vant and immaterial

Ans No.

4 Ques Did you ever see or hear read <sup>or</sup> the  
contract in writing dated the 3rd of  
May 1875. between W. A. Allen & Co  
and E. E. Jackson & Co.?

Ans No.

5- Ques Are you white or black?

3X Excepted to as irrelevant, impertinent  
and immaterial by Pltffs Atty

Ans I have got a white heart but a  
black face -

and further this deponent saith not.

Frank <sup>W</sup> Poole  
mark

Wednesday Morning September 1st. 1888  
Pursuant to adjournment on the 1st of August the further taking of these depositions are resumed.

Present. R. R. Prentiss and John H. Wright  
of Counsel for Plaintiffs  
and

J. W. Grisfield and W. J. Killy  
of Counsel for Defendants.

Joel Evans being duly sworn depose  
and says.

1st Int. What is your name, age, occupation and where do you reside?

Ans. Joel Evans, 28 years of age, merchant and reside at Jozensville, Southampton County Virginia.

2d Int. What was your occupation in the years 1876 + 1877?

Ans. In 1876 I was counting wool for Government & Co. In 1877 after Christmas and after Mr Beacham left I was general superintendent for them in the wools and attended to the cutting and measuring of the wool, and I continued so to act till June 3rd 1877.

3rd Int. Do you know the provisions of the contract

dated the 3rd of May 1875, <sup>between</sup> ~~signed by~~ W. A. Allen & Co and E. E. Jackson & Co.  
Excepted to by Deft's atty

Ans

I do

to the time

What was the quality of the wood cut by L. F. Norment, under the contract of the 3rd of May 1875 during the time you were in his employment?

Ans

Some of it, I should judge about one-half of it, was first class wood. About the first cutting was on the "Norment" land, the best part of the cutting on the Norment land was in the swamp where it was very wet, but made very good wood - on the high land it was very scattering as the log cutter had been over it - the log-cutter could not cut in the place where I was cutting as it was too wet for them - It was very difficult to get men to go into this wet land as they had to wade through the water and could not make time. There was very good wood cut on the Norment land in the swamp; on the high land there was a great deal of second growth wood cut against

my orders - The wood that was cut on  
this wet land laid there to my  
knowledge one year and had decayed  
and become mildewed and the  
bank had fallen from it - I told  
Mr. Cannon when we were cutting  
this wood that he ought to have it  
as soon as it became dry, and that  
if he did not do so he never would  
be able to get it out - He said  
that he would attend to it as soon  
as he could have it. Upon this  
high land of which I have just spoken  
there was a good deal of "scrapping"  
done - that is the log cutters had been  
over it - There was also some second  
growth cut on it - When I asked the  
men why they cut this second growth  
they told me Mr. Cannon had told  
them to cut it against my orders, and  
unless they did cut that wood that he  
would not furnish them any more  
timber as the wood had to be cut  
clean - I went to Mr. Cannon at the  
time and told him they were cutting  
second growth wood - He came through  
the woods with me where it was and  
said it was good wood and

must be cut. I told him that he was interfering with my men and it was against my order to receive any such wood - this is all I know about the Nonfleet wood except that where the wood had been hauled from I saw a good deal of wood left on the ground. I told Mr. Carson of this also - He said he would have it hauled out but I was through the woods long after that and found the wood I told him to haul out had never been touched, and it was then unfit to touch being much decayed and worm-eaten - I cut the same year upon the "Killy" land and the timber was very poor as the log-cutter had been over it and cut out the best timber and left the balance for me and the land was very wet. The timber was very "floaty" and the trees very scattering, and it was difficult to get hands to cut some parts of it; by giving them ten (10) cents extra per cord I did get them to cut some part of it. The "Killy" tract was a very large one and in some places the timber was very thick and there was no trouble in getting

hands where the log-cutters had not been at work.

It was a hard matter to get men to cut the wood - I told Mr. Cannon at the time he must put me in a better place or I could not keep my hands - and that I could not get them to cut the wood unless I paid them extra for it - and even then I could not get them to do it - but seldom -

Mr. Cannon spoke to me about clearing up the wood that had been cut down - I gave men so much per cord extra to have the trees split up that were on the ground but it was very seldom I could get this done even by paying an extra price - I have known a man to work one and a half hours on a single cut and then fail - Cannon would always say it must be split - He was always pleased to see hands working on that kind of wood and second growth wood - Whenever I wanted to get Mr. Cannon in a good humor I had only to tell about second growth.

wood being cut.

The "Lurkington" land was cut over that year and was very good wood. and as far as I know was hauled out at the proper time, but there was a good deal of wood left on the ground. I told Mr. Cannon of that also.

The "Knight" land was cut over that year and was very poor wood as a general thing - a great deal of second growth - when I put the men in the woods I warned them against cutting second growth wood and told them if they cut it - I would not count it. It was very much to my surprise in going into the woods on every occasion at finding.

second growth wood cut. I would ask the men why they cut it - when they knew it was against my orders - they said Mr Cannon told them to cut it, and that he was boss of that woods -

That same year I cut upon one or two other tracts the manner of which I do not now remember - the quality of the wood was very poor as a general thing being nearly all

"scrapping" Mr. Cannon told me  
man that he wanted him to cut  
some trees that he had picked out for him  
one of these trees. I do not know how  
many men - had been lying there  
felled by the log-cutter for two years -  
He said it was good wood and I must  
cut all such trees as that.

Mr. Cannon and I measured some  
wood on the road as the vessels  
would come for it, in the year 1876.  
I soon found at that time that it was  
impossible for me to get full measure  
unless I fought for it - and I did not  
come about doing that. I never re-  
member ~~that~~ one instance where I  
thought I got full measure. He never  
would allow what I considered a rea-  
sonable deduction - The wood that we  
measured for these vessels had been  
good wood when it was cut - about  
one half it - the wood had lain in  
the woods so long that it had become  
decayed and worm-eaten and I should  
think that not more than one-third  
of it was a first class article for the  
New-York market - ~~that was~~  
In the year 1877 I cut on the Leimhart-

tract. Some parts of it - was good wood. I should suppose about one-third of it was good wood - there was a great ~~deal~~ deal of second growth wood on the right-hand side going toward Whaleyville. There were a few good trees on the right-hand side which I told them to cut - but not to cut any second growth wood - When I came to count the wood I found they had a great deal of second growth wood cut. I asked why it was they cut it - against my orders - and the answer was that Carman had told them to cut it, and unless they did cut it - he would not furnish them any more ~~timber~~ timber till it was cut. On the left-hand side of the road going to Whaleyville the land was very wet - nearly all first growth trees but hard to split - and it was very hard to get the men to clean up the timber as it was very hard to split - I told Mr Carman at the time if he did not have it - hauled out in time it would not be fit to ship - He said he would attend to that part of it -

The next land was the "Goodman"

land - and was very good wood and was cut over to the satisfaction of Mr. Cannon and was the only tract that was cut over to Cannon's satisfaction. The wood on this tract was all first class. I saw some of that wood after it - was hauled out - I did not call it - a first-class wood then, as it - had laid in the woods too long, although some of it - was good wood then, all that had been hauled out at the proper time was good -

X The defendant except to so much of the foregoing answer as is - not responsive to the question - also to all those parts of said answer as purport to give the conversation between the witness and the hands employed in cutting the wood also to all those parts of said answer as describe the character of the land on which the wood was cut - also to all those parts of said answer as describe the difficulty of cutting and splitting any part of said wood - also to all such parts thereof as state the difficulty which occurred

had in procuring hemlock and the  
prices he had to pay for them

Also to all such parts thereof as  
repeat the conversation between  
the witness and D. B. Cannon -

Also to the declaration of Cannon  
made to the witness and  
repeated by him - or made to the  
employee of Norment - and repeated  
by the witness in said answer.

Also to such parts of said answer as  
detail the order given by the witness  
to the employees of Norment as to  
what wood to cut -

Also to all parts of said answer  
as profess to narrate the witness  
trouble with Cannon as to the  
measurement of the wood -

Also to all such parts of said  
answer as give the opinion of  
the witness as to the quality of  
the said wood - All which parts  
are severally excepted to by the de-  
fendants as impertinent and irrele-  
vant to the issue in this case  
and are not admissible in evidence

5th Dist

What was the quality of the wood

cut by E. E. Jackson & Co., under the contract of the 2nd of May 1873; during the time you were in his employment?

Ans.

~~It was second growth wood - the greater part of it - there were about five hundred cords of second growth wood cut on one tract~~

The wood that was cut by them was very badly handled - the first lot that I saw - it was split - too fine - I was up there two or three times while they were hauling it out - after I told them about splitting it - larger it was a little better wood - about one-half of it was first class wood -

6th Ques.

When was the wood measured that was delivered to C. F. Norment during the time you were in his employment, by whom was it measured, and was it measured accurately or not?

Ans.

It was measured at No. 3 mill - that is all I measured - I do not think Norment got full measure, and never did think so.

7th Ques.

Was this wood carefully ranked for measurement - or not?

X

Excepted to by Deft's Atty.

Ans.

It was not - it was very loosely corded.

3. The Witness here stated that he misunderstood the 6th Question, and he stated that the wood he measured at No 3 Mill was cut by Mr. King. He says - I measured wood at several places on the road. I cannot tell the exact place. The wood I measured was very loosely corded - not more than one-third of it was first class wood. The bark would fall from it. I told Mr. Hornum that I could not get full measure as Mr. Cannon would not allow reasonable deductions and I did not think the wood would hold out in the New York Market - Hornum told me to tell Cannon that I took the wood under protest. as the vessels were lying at the wharf at the time the wood was measured and the Captain said he could not wait any longer. if so Hornum would be charged for lying there. I remember one time Capt Vaughan came into the woods after lying at the wharf eight or ten days and asked why he could not

get his load. He told me at that time if Norment did not load the vessels more promptly it would be impossible to get vessels to come here as they were at great expense waiting so long for a load.

X The defect except to the amended answer to the 6th: Question so far as it professes to give the quality of the wood, the conversation of the Norment with the witness also as to the conversation of Capt Vaughan with witnesses and also as to the delay of the vessels in getting their loads as being wholly irrelevant to the issue in this case and not responsive to the question.

8th Ques, When was the wood cut, ~~but~~ under the contract of the 3rd of May 1875, while you were in C. F. Norment's employment, hauled to the railroad for shipment?

Ans I could not tell the exact time it was hauled - I know the wood upon the Norfolk land laid there over a year and how much longer I could not tell - Also the wood on the Leinhardt Canal laid there

a year - a great deal of it - On the  
Hilly land I passed through the woods  
six months after it was cut and the  
wood was still there; how much  
longer it remained I do not know.  
There were the only tracks of land  
I visited after the wood had been  
cut.

9th Inst

Was the <sup>quality of the</sup> wood you have just mentioned  
affected by reason of its remaining unhailed  
so long?

Ans

It was.

10th Inst.

Was the wood shipped by C. F. Hornum  
under the contract of the 3rd of May, 1875 -  
during the time you were in his em-  
ployment, delivered on board of the  
vessels with all reasonable dispatch  
after they arrived at the wharf in Sof-  
folk, or not?

~~Ans~~

Excepted to by Deft. Atty.

Ans

It was very seldom that I was at the  
wharf - When I was there I found that  
the vessels were loaded promptly.

11th Inst

Did you ever hear any complaint from  
the Captains of vessels that they could  
not get dispatch?

~~X~~

Excepted to by Deft. Atty

Ans I have

X Excepted to by Defts Atty.

12th Inst Did E. E. Jackson & Co., during the existence of the Agreement of the 3rd of May 1875, engage in the manufacture and sale of Cord-wood, or not

X Excepted to by Defts. Atty.

Ans They had wood cut and shipped it over the road, but I do not know what they did with it after that

13th Inst Was there any unforeseen trouble with reference to hands, while you were in G. F. Norment's employment, or not

X Excepted to by Defts. Atty.

Ans There was - When the hands came in the woods Mr. Cannon would not give me a place to cut where I could cut good wood without scrapping over the land, and the hands could not make good time nor wages by scrapping this timber, and they would very often leave on that account. There was always more trouble in getting hands on that account than anything else.

X Defts Atty, except to all after the first sentence as immaterial.

14th Inst Did you tell E. E. Jackson & Co or any of

their agents of the difficulty - you had  
in obtaining all the hands you needed,  
or not?

X Excepted to by Deft's Atty.

Ans I did - I told Mr Harmon.

1<sup>st</sup> Ques Do you at present recollect any other  
matter pertinent to the issue in  
this cause?

Ans I cannot say that I do.

Cross-examined by Deft's  
Attorney

1<sup>st</sup> Ques Did you ever read or hear read the  
Contract <sup>of the 3<sup>rd</sup> of May 1875</sup> between W. A. Allen & Co  
and E. E. Jackson & Co?

Ans I have read it.

2<sup>nd</sup> Ques Was there any other contract ~~between~~ in  
writing between these parties?

Ans Not to my knowledge.

3<sup>rd</sup> Ques Have you ~~no~~ knowledge nor informa-  
tion of any other contract in writing  
between these parties made in the  
same year?

Ans No.

4<sup>th</sup> Ques What do you mean by the term second  
growth wood?

Ans Wood that grows on the same land

a second time

5th Ques

Are we to understand by second growth wood - that wood which grows upon land which has once been cleared of its original growth?

Ans

Yes.

6. Ques

Are we to understand that second growth wood and original growth are not to be found in the same parcel of land near together?

Ans

It is to be found sometimes but always where the first-growth has been cut off

7. Ques

Is second growth wood to be found upon any land upon which the original growth in any considerable proportion still remains?

Ans

It depends altogether upon the quantity of first growth wood cut

8 Ques

Will the second growth of pine timber spring up and grow, on land where the first-growth in any large proportion still remains?

Ans

It will not.

9. Ques

How do you distinguish among pine trees of equal size that which you call second growth from that which

you call first growth?

Ans

Second growth wood is generally very sappy, white grain and rough bark; first growth is generally of smooth bark - You never see a second growth tree of equal diameter with a first-growth tree as tall as the first growth.

10. Quest.

Are there the only differences between the first and second growth?

Ans

All that I know.

11. Quest.

In speaking of cutting wood on the high ground on the Norfleet land you say that a great deal was of second growth, what upon that land was the residue?

Ans

It was first growth.

12. Quest.

What in your judgment were the proportions of first and second growth on that land so as aforesaid cut?

Ans

13. Quest.

About one-fourth was second growth were the other three-fourths thereof of first-growth?

Ans

Yes

14. Quest.

Did the timber stand thick upon that high land?

Ans

The first-growth was very scattering the second growth was thick in some

parts.

15. Ques. And yet - the scaling was three-fourths of the whole and the thick was only one-fourth of the whole?

Ans. I said upon the high land

16. Ques. You say the wood cut by E. E. Jackson, in your answer to the 5th question in your examination in chief was very badly handled - state in what respect it was badly handled

Ans. It was split too fine for first class wood, a great deal of it was "floaty"

17. Ques. Was any portion of it first class wood?

Ans. A small portion

18. Ques. What proportion?

Ans. About one-third of it.

19. Ques. How much wood did Norment cut under the Contract of the 3rd of May 1875 in that year?

Ans. I was not there in 1875 -

20. Ques. How much did Norment do, cut under that Contract in 1876?

Ans. About Six thousand five hundred (6500) cords

21. Ques. How much did Norment do, cut under that Contract in 1877?

Ans. About Seven thousand (7000) cords.

22. Quest- What time did you leave the service of Norment <sup>who</sup> in the wood business?

Ans About the 3rd of June 1877.

23. Quest- State, if you please, as far as you know how much wood had been cut by Norment who under that contract to the time of your leaving their service?

Ans ~~Between~~ I should judge about eighteen thousand (18000) cords, judging from what had been cut while I was there.

24. Quest- During that whole period, at the proper season for cutting wood did Norment who continue to cut where directed by Cannon, notwithstanding the trouble you had with him as stated in your answer in chief?

Ans They did - but Norment told me always to take the wood under protest as he intended to carry out his contract to the letter.

25. ~~26.~~ The defendants except to the statements of the witness after the words "they did" <sup>in the above answer</sup> and object to it - as evidence because not responsive to the question.

25. Quest- At what time did the Defts. Jackson cut the wood mentioned in your answer to the 5th question in chief?

Ans. I cannot tell - I do not remember the exact time

26 Ques Was that wood cut by themselves or was it cut by some contractor for them

Ans It was cut by King & Bros. they took the contract from Jackson to cut it.

27 Ques Have you any knowledge of any wood being cut by the Jackson to fill that contract except the wood cut by King Bros?

Ans No.

28 Ques Have you any knowledge of any wood cut by Norment who under that contract of the 3rd of May 1875, after you left his service in June 1877?

Ans No.

29 Ques How much wood under that contract did you as the agent of Norment - measure for shipment?

Ans I suppose I measured between four and five thousand cords

30 Ques Were these measurements made alone by you or with any agent of the Jackson, and if so, whom?

Ans Mr Cannon and I

31 Ques Where was the wood at the time you and Cannon made these measurements?

Am It was on the rail road  
32 Ques In what condition was it - in respect  
to cordage when measured?

Am It was very loosely corded -  
33 Ques At what height - was it - corded?

Am Eight-feet - Eight-inches - or two cords  
high - Some of it - was one cord high  
or 4 ft. 4 in: but the mat was two cords  
high - That was what it - was intended for but  
it hardly ever held out

34 Ques At what time with respect to the ship-  
ments were these measurements made?  
Was it - at or immediately before the  
time of shipment?

Am At the time of shipment, while the  
vessel was waiting

35 Ques Describe, if you please the instrument  
and manner of measuring it?

Am The height - was measured with a rod  
Eight-feet Eight-inches long and the  
length by a tape line

36 Ques Were these instruments applied to it  
in your presence?

Am Not at all times

37 Ques If you were engaged in the measurement  
as the agent of Government. how was  
it - that you did not see these instru-

ments applied at all times?

Ans He did it - when I was not there  
38 Ques Was that by your permission or assent?

Ans It was not -

39 Ques Did you ever see these instruments,  
the rod and the tape-line applied  
to a rank of wood which fell short  
in height or length and was not  
at the time ~~and~~ allowance made  
for it?

Ans Yes - there was allowance made  
but it was very small - we never  
could agree upon that at anytime  
I told him if I took it, I took it  
under protest

40 Ques Did you as the agent of Hornum & Co.,  
accept and receive the wood knowing  
it to be improperly measured?

Ans I did

41 Ques Notwithstanding the disputes be-  
tween you and Cannon as to the  
measurement and quality of the  
wood, <sup>did you not as the agent of Hornum & Co.</sup> continue to accept and re-  
ceive it, while you were charged  
with the duty of measuring, re-  
ceiving and ~~accepting~~ <sup>inspecting</sup> it?

Ans I did - The reason why I did it - was  
because the vessel was lying here -

waiting and I knew at the time if we did not load the vessel it would be impossible to get vessels to come again - and another reason was there was seventy-five cents <sup>per cord</sup> in the wood which Mr Norment paid for cutting and he wanted to get that out of it.

42 Ques Did you accept and receive the wood with a knowledge on your part at the time that it was short both in quantity and quality?

Ans I did - but always protested against it; and told Mr. Cannon that I did not get good measurement.

43 Ques When you say you took it - under protest explain what you mean by that?

Ans Mr Norment told me to take the wood but always to protest against it - he said that he intended to fulfill the contract and they would have to fulfill theirs or something to that effect.

44 Ques How did you express that protest to Cannon?

Ans I positively told Cannon that it was against Norment's order for me to receive wood of that kind -

that Norment told me that he should protect against it =.

45. Ques Is that all you mean by taking it under protect?

Ans Yes.

46. Ques When you say that the wood was short in measurement are we not to understand you that the measurement you received at ~~the vessel, or at~~ the place of shipment - would not hold out at New York to which place it was shipped?

Ans Yes.

47. Ques You desired then such a measurement at the place of shipment - as would give you the same quantity in cords as measured in New York?

48. Ques Ans Yes, provided some of it was not stolen <sup>away</sup> or there was not the controversy between you and Cannon always for such an allowance here as would make the measurement hold out in New York?

49. Ques Ans I wanted to get as near it as I could. At the time of measurement and shipment was not the measurement in every instance assented to by you although you did not receive as much allowance as you claimed.

and thought yourself entitled to?

Ans I always protested against it - telling him that I was compelled to take it - on account of vessels lying at the wharf

58 Ques Do you know anything about the wood cut under the contract of the 3rd of May 1875 - after you left the service of Norment & Co., about the beginning of June 1877?

Ans No -

The further taking of these depositions is adjourned till tomorrow morning at 9 o'clock.

C. H. Causey  
Counsel in Charge

Thursday morning Sept: 2nd: 1880

Present J. A. Wright and R. R. Prentiss  
Attorneys of Counsel for Plffs  
and

J. W. Crofield for Defts.

The cross examination of Joel Evans

resumed.

Mr Evans first asked leave to amend his answer to the last cross-question of yesterday - He says in addition -

I had nothing to do with measuring the wood after I left in June 1877 but I saw the condition of the wood on the road.

51st Quest.

In your answer to the Second Question in chief you state in 1876 you were counting wood for Norment & Co. please explain what you mean by the terms "Counting wood"?

Ans. Measuring the length and height so as to ascertain the number of feet which was about one hundred and thirty-eight (138) solid feet to the cord.

52 Quest

Where was the wood at this counting of which you speak - had it been removed from or was it at the place of cutting?

Ans. It had been removed from the place of cutting.

53 Quest

Was not the counting of which you speak a counting <sup>for settlement</sup> between Norment and the men employed to cut it - by him?

Ans

It was

54 Quest Was the wood so counted by you at the time of counting corded up, or if not, in what condition was it?

Ans. It was put up in pens - five pens to the Cord - Six feet, six inches high.

55 Quest Was this counting made by you for the purpose of effecting settlement between Norment and his employee for cutting?

Ans Yes -

56 Quest Was any part of the wood so counted at any time corded up by Norment or his employee?

Ans No - the cording on the wood was done by Leannon's men

57 Quest Was the wood cut by Norment put up in pens at the place of cutting and did it so remain till removed by the Jacksons to the roadside?

Ans Yes -

58 Quest How far distant from the railroad was any portion of this wood cut.

Ans About one mile and a half was the farthest distance -

59 Quest How near to the said road was the nearest wood so cut by him?

Ans Right alongside of the road

60 Quest How much of it so cut by him was

along the line of the road?

Ans I should think from two to three thousand (2000 to 3000) cords

61 Ques When you say along the line of the road - what distance from the road do you mean?

Ans As far as you could see on either side going along in the cars.

62 Ques For what distance along the road was it so situated

Ans About two miles

63 Ques Within that two miles, how much of the wood so cut by Norment was within three hundred yards of the railroad on both sides?

Ans From three to four thousand cords.

64 Ques In cutting cord-wood in Ramsey County is it usual to continue the cutting through the entire year?

Ans Not for a first class article of wood -  
65 Ques What part of the year is cord-wood of the best description cut?

Ans During the fall and winter months  
66 Ques State, if you please, at what time the season for cutting commences and at what time it usually terminates?

Ans The season commences the last of Sep-

67 Int timber and end the last of May  
When you speak of the wood cut for in-  
stance in 1876 <sup>are we to understand</sup>  
<sup>Cut in the wood-season</sup> that you mean the wood closing in  
May 1876?

Ans Yes -

68 Int And when you speak of the wood cut  
in 1877, you mean the wood which was  
cut in the season closing in May  
1877?

Ans Yes -

### Re-examined by Plaintiff's Counsel

1st Int Is all first-growth <sup>pine</sup> timber suitable  
for the manufacture of a first class  
article of yellow pine cord-wood  
Ans It is not -

2d Int Were you required by E. E. Jackson & Co,  
while in Horner's employment to  
cut any first growth timber which  
was not suitable for a first class  
article of yellow pine cord-wood?  
~~Ans~~ Excepted to by Deft: Atty

Ans I was

3d Int Do you recollect whether L. F. Horner  
ever in your presence <sup>made any</sup> protest to E.

E. Jackson & Co. as to the quality and measurement of the wood which was being delivered to him under the contract of the 3rd of May 1875 ~~and if so, to whom~~ <sup>2</sup>

X  
Am

Excepted to by Deft. Atty.  
I remember on several occasions he did at one time at Whaleyville. Concerning the King wood - which King was then cutting for Jackson - William Jackson asked him if he was going to take it - Norment said he would if it was a first class article of wood - if it was not he should take it under protest, as he had been taking the other - that was the conversation as nearly as I can now tell it -

X  
4th Inst

Excepted to by Deft. Atty.  
Whereabouts in Whaleyville did this conversation occur? And when did it occur?

7  
X  
Am

Excepted to by Deft. Atty.  
In L. F. Norment's store, and I think in the month of January 1878.

And further this deponent said not  
Joel Evans

(over)

Stephen Wilkin being duly sworn for the Plaintiffs deposes and says.

1st Quest What is your name, your age, your occupation and where do you reside.

Ans Stephen Wilkin - forty-five years of age - Commission merchant and reside in New York City -

2d Quest What particular branch of the Commission business are you engaged in?

Ans Pine Wood

3d Quest How long have you been engaged in the business of selling pine wood on Commission in New York City?

Ans From fifteen to twenty years -

4th Quest Do you know the provisions of the contract of the 3rd of May 1873, between E. E. Jackson & Co and W. A. Allen & Co?

Ans I do -

5th Quest To whom was the wood, cut under said contract shipped?

Ans To Spafford & Wilkin with the exception of two cargoes, I think. Before Allen retired from the business I think two or three cargoes were shipped to other parties.

6th Quest Are you a member of the firm of Spaf-

ford & Wichim?

Ans I am-

7th Inst.

What was the quality of the wood cut under the contract of the 3rd of May, 1875 aforesaid shipped to Spafford & Wichim by W. A. Allen & Co & by E. F. Hornment?

Ans

I consider the wood that was shipped by Allen & Co & Co first-quality - and that shipped by Hornment & Co was from thirty-three to fifty (33 to 50) per cent of second growth, and the balance of first-growth as we in New York understand second growth - It is an impossibility for a person to tell whether land has really been cut over or not which makes the wood second growth - but the 33 + 50 per cent alluded to above is what we in New York call second growth - from 33 to 50 per cent of the wood shipped by Hornment & Co was not a first class article -

8th Inst.

Was the wood thus shipped to Spafford & Wichim in good condition for market or not?

Ans

Not all of it

9th Inst.

What was the matter with it?

- Ques It was kept over too long  
 10- Ques How did this injure it?  
 Ans The wood becomes black and rotten
- 11- Ques Was the wood cut by E. E. Jackson & Co., under the said contract a first class article of yellow pine cord-wood suitable for the New York market, or not.  
 X Excepted to by Deft Atty -  
 Ans It was not.
- 12 Ques Why?  
 Ans It was mixed with second growth and most of it split too small.
- 13 Ques Did you have any means of distinguishing between the wood cut by Norment and that cut by Jackson & Co., if so state it?  
 Ans I did - Mr Norment's drafts for wood he cut was three dollars and twenty-five cents per cord and Mr. Jackson was for four dollars
- 14 Ques X Excepted to by Deft Atty  
 What proportion of the wood cut by E. E. Jackson & Co., under said contract and shipped to Spafford & Perkins was not a first class article of yellow pine cord-wood suitable for

the New York market?

X Excepted to by Deft: Atty

Ans It is difficult to say from memory

15 Quest Did you have the wool measured in New York?

X Excepted to by Deft: Atty

Ans Not all of it-

16 Quest Was any of it measured in New York by you or your agents?

X Excepted to by Deft: Atty

Ans The majority of it-

X Excepted to by Deft: Atty

17 Quest Did the measurements in New York correspond with the number of Cords as indicated by the drafts drawn on Spafford & Wilkins or not?

X Excepted to by Deft: Atty

Ans I cannot tell from memory about the number of cords by the drafts but if you put by the bills of lading I could tell when I received them - but I did not always get a bill of lading. Whenever I did get them they fell short-

X Excepted to by Deft: Atty

18 Quest To what extent did they usually fall short?

X Excepted to by Deft. Atty.

Ans It would be impossible for me to tell now it has been so long - I remember one instance - The Schooner Wm. Wilson fell short twenty cords - The other shortages were not so much as that

X Excepted to by Deft. Atty.

19 Inst Did the measurements usually hold out?

X Excepted to by Deft. Atty.

Ans No.

20 Inst. Was there any contract or understanding between Spafford & Wilken and C. F. Norment with reference to the shipment and sale of the wood cut under said contract, if so state what it was?

X Excepted to by Deft. Atty.

Ans We made one contract with him for four (4) thousand cords - I had the privilege of taking two or four before the 1st of February. I concluded to take the four thousand but he failed to deliver but two thousand - there might have been a few cords more or less -

X Excepted to by Deft. Atty.

21 Inst Was there, or not, a general understanding

between Spafford & Wilkins and L. F. Norment that he was to ship them the wood cut under said Contract for sale on Commission?

X Excepted to by Deft: Atty

Ans Yes.

X Excepted to by Deft: Atty

22. Ques: In pursuance of this understanding did you charter vessels to come to Suffolk for wood?

X Excepted to by Deft: Atty.

Ans Yes

23 Ques: Was the wood cut under said Contract delivered on board of the vessels with reasonable dispatch after their arrival in Suffolk, or not?

X Excepted to by Deft: Atty

Ans They were not. They were invariably detained, I do not know this from sight but the Captain of the vessels told me that was their report, and I paid some of them demurrage by instructions from this end from Mr Norment.

X Excepted to by Deft: Atty.

24 Ques: What do you understand by reasonable dispatch?

X Excepted to by Deft: Atty.

Ans At least fifty cords a day put on the

vessel.

X Excepted to by Deft: Alty.

25 Quest- Did you ever have any difficulty in your efforts to charter vessels to come to Suffolk for Norment's wood?

X Excepted to by Deft: Alty

Ans I have had —

26 Quest In what respect

X Excepted to by Deft: Alty.

Ans From the fact of the detention

27 Quest Did you ever have to offer inducements in order to charter vessels to come to Suffolk or not.

X Excepted to by Deft: Alty

Ans I have

28 Quest What inducements?

X Excepted to by Deft: Alty

Ans By giving them a little extra freight.

X Excepted to by Deft: Alty.

29 Quest You state in your answer to the 7th Question that the wood shipped by Allen & Co you considered first-quality — was that wood cut under the Contract of the 3rd of May 1875 — or under a former contract between Allen & Co and Jackson & Co?

Ans I do not know.

30 Quest. What is the difference in price in the

New York market - between a first class article of yellow pine cord-wood and the second class article referred to in your answer to the 7th question?  
X Excepted to by Deft's Atty.

Ans One dollar per cord

31. Quest. What is the difference in price in the New York market between a first class article of yellow pine cord-wood and the second class article referred to in your answer to the 14th question?  
X Excepted to by Deft's Atty.

Ans One dollar per cord.

32. Quest. Do you know the date of the withdrawal of W. A. Allen from the firm of Allen & Co.?

Ans I do not positively.

33. Quest. State what proportion of the wood shipped to you by Harriet was damaged by exposure, if you can.

X Excepted to by Deft's Atty.

Ans I cannot state exactly, as this wood came mixed in with good wood. Sometimes twenty cords in a load sometimes less - two or three entire loads were of this character. I suppose altogether about fifteen hundred (1500) cords.

X Excepted to by Deft. Atty.

34 Quest. To what extent <sup>if any</sup> in your judgment has  
le. F. Norment been damaged by rea-  
son of his receiving an inferior ar-  
ticle of yellow pine cord-wood, in-  
stead of wood of the character de-  
scribed in the contract

X Excepted to by Deft. Atty

Ans About fifty-cents per cord on the  
whole lot

35 Quest How is a first class article of yellow  
pine cord-wood manufactured; and  
for what particular purpose is it  
generally used?

Ans The principal part of the wood is  
sawed and made into small bun-  
dles and the larger and smoother  
the wood is the more it will  
yield and the more profit be de-  
rived from it. It is made into  
kindling wood and sold for that  
purpose -

36 Quest ~~When~~ You say in your answer to the  
12th Quest. that the wood was split  
too small - state what the disad-  
vantages are, if any when the wood  
is split too small?

Ans The smaller the wood is, the less number of bundles it will yield to the cord, consequently there is less profit.

37 Quest Do you now recollect any other matter pertinent to the issues in this cause?

Ans Nothing that I can state to a certainty, but I think there ought to be more said about the detention of the vessels as that was one of the greatest grievance forment had - and we had to pay the Captains more freight in order to get them to come to Suffolk.

X Excepted to by Deft's Atty.

Cross-examined by Defendant's Attorney.

1st Quest. When did you first become acquainted with the contract of the 3rd of May 1875 between Allen & Co and Jackson & Co?

Ans I cannot tell the exact time but I think it was about the time they went to cutting wood - I certainly knew of it as early as February 1876

2<sup>d</sup> Quest

How did you obtain your information about that contract?

Ans

I suppose it was by Mr. Allen and Mr. Norment coming on to New York and explaining to me all about it, and their telling me that there would be two kinds of draft - one for three dollars and a quarter and the other for four dollars.

3<sup>d</sup> Quest

Had you any information of that contract except such as you derived from the statements of Norment and Allen, or one of them?

Ans

Not at that particular time when I first knew of it.

4<sup>th</sup> Quest

If at any subsequent time you had further knowledge <sup>of that contract</sup> or information, state from whom, and how, and when you derived it?

Ans

I could not tell the <sup>exact</sup> time I can only state that Mr. Norment showed me a copy of the agreement.

5<sup>th</sup> Quest

How do you know it was a copy?

Ans

Because he said it was an exact copy, and I saw the original afterwards.

6<sup>th</sup> Quest

When did you see the original first?

Ans I cannot say - I do not remember whether I first saw it - in New York or here -

7th Ques How do you know that the paper <sup>and supposed to be the original</sup> you ~~first~~ saw was the original or not in fact?

Ans I do not know, of my own knowledge I did not see it - signed - but Mr Jackson told me <sup>the substance of</sup> ~~what it contained~~ what it contained in Philadelphia

8th Ques When did Mr Jackson so tell you?

Ans I cannot tell the exact date

9th Ques Can you repeat what he told you?

Ans No - I cannot repeat what Jackson said

10th Ques Did you ever see the original, and if so when?

Ans I do not know, I have seen what I supposed ~~it was~~ - I cannot tell when

11th Ques Are you acquainted with the hand writing of ~~any~~ of the parties to the said Contract, and if with any, state which?

Ans I am with Norment and I think I would remember Allen's, and if E. E. Jackson signed it - I think I would remember him, as all his drafts were signed E. E. Jackson & Co.

12th Ques Have you any personal knowledge

that any wood was cut under and in  
pursuance of said contract?

Ans I have not. I have never seen any of  
the wood cut.

13 Ques Have you any personal knowledge  
that any portion of the wood that was  
cut and shipped to you by Norment  
was cut and shipped under and  
pursuant to said contract?

Ans Only from information from Mr  
Jackson and Mr Norment—

14 Ques Was that information given to you  
by them together, or apart?

Ans Separately

15 Ques What information did Mr Jackson give  
to you that the wood cut and shipped  
to you by Norment was cut under  
that contract?

Ans Well he told me the whole affair be-  
tween him and Norment and I can-  
not tell what he said to me or what  
I said to him, word for word—

16 Ques Did you ever personally superintend the  
shipment of said wood at Suffolk?

Ans I shipped one stick once, I stowed down  
there and threw it on board the vessel  
that was all I ever shipped—

17 Int Have you any knowledge of the cause of the alleged detention of vessels at Suffolk coming after said wood other than such <sup>as</sup> you have derived from the Captain of said vessels and Norment? or from either of them?

Ans No -

18 Int. In your answer to the 1st question in your examination in Chief, you stated "yes" to the question - "Was there or not a general understanding between Spafford & Wilkins and C. F. Norment that he was to ship them the wood cut under said contract for sale on Commission". Had Spafford and Wilkins any interest or right under the said contract with W. A. Allen & Co & E. E. Jackson & Co, or were they in any way interested in its due execution?

Ans In no shape they were not interested to the extent of a single cent -

19 Int Are Spafford & Wilkins in any way interested in this suit?

Ans They are not either directly nor indirectly -

20 Int Is C. F. Norment indebted to the said firm of Spafford & Wilkins or you

and if so to what extent and on what account?

X Excepted to as impertinent, irrelevant and immaterial by Plffs: Atty

Ans I do not know any L. F. Norment in any transaction. The only one I know of <sup>Norment & Co.</sup> they are indebted to the firm. to what extent I cannot tell. the indebtedness is owing to losses on wood

21 Ques Losses on what wood?

Ans On wood shipped from Suffolk

22 Ques State the amount of that indebtedness as nearly as you can recollect it?

Excepted to by Plffs Atty. as impertinent, irrelevant and immaterial

Ans I decline to answer

Re-examined by Plaintiffs Counsel.

1st Ques Do you decline to answer for the want of accurate knowledge as to the indebtedness of Norment & Co or for the want of inclination to answer?

X Excepted to by Deft Atty because it is

leading.

Ans For both -

2d Quest

Examine the paper marked exhibit-  
"A" with the Bill, now shown you and  
state whether <sup>or not</sup> it is the same paper  
alluded to as the original in your  
answer to the 5th: question in your  
Cross-examination?

X Excepted to by Deft: Atty as leading

Ans This is the one, there are two or three  
signatures which I recognize

3d Quest.

Which one of the Jacksons do you al-  
lude to in your answers to the 13th:  
14th: & 15th question on your cross ex-  
amination

Ans Judging from his letter it was E. E.  
Jackson -

4th Quest

Did ~~not~~ Spafford & Wilkin receive from  
C. F. Norment during the years 1826 +  
1877 + 1878 wood with the understand-  
ing and belief that it was wood  
cut under the contract of the 3rd  
of May 1875?

Ans

Excepted to by Deft: Atty.

Ans

Yes

5th Quest

Were you in Suffolk during the con-  
tinuance of the contract between  
Norment and the Jacksons of the 3rd

of May 1875 - and if so in what years?  
X Objected to by Def't City as immaterial  
and irrelevant -

Ans I was in 1877 and 1878 and I was  
here in 1876

6<sup>th</sup> Inst While here did you see any wood  
loaded on your vessels consigned to  
Spafford & Wilkins - if so - state if you  
know how that wood was brought to  
Suffolk and from where?

X Objected to as immaterial -

Ans I saw wood loaded on the vessels and  
it was brought over Jackson rail road  
and I do not know whence it was  
brought.

7<sup>th</sup> Inst Is the payment of Hornum & Co's in-  
debtedness to Spafford & Wilkins in  
any way dependent upon the issue  
of this suit?

Ans No - not in any way

And further this deponent saith not

Stephen Wilkins

1<sup>st</sup> Inst R. L. Barclay being duly sworn  
for the Plaintiff deposes and says  
What is your name, your age, your

Q. occupation, and where do you reside?  
 Ans R. L. Barclay - 31 years of age - a wood-  
 cutter and reside in Norfolk County  
 Virginia

2d Quest. Did you ever haul any wood for E. E.  
 Jackson & Co to be delivered to C. F. Hornum,  
 if so, state when?

Ans In April 1878 I began and hauled for  
 seven weeks I think

3d Quest How much did you haul?

Ans As well as I can recollect my  
 carts hauled out eighty-six (86)  
 cords - Mr Cannon said there was  
 seven hundred (700) cords of old  
 wood in there which he wanted  
 hauled out - I had two carts of my  
 own there were I think eleven or  
 twelve carts altogether

4th Quest What was the condition of this wood?

Ans I should judge that there was 75 to a 100  
 cords on a ridge that was very fine  
 wood - the rest was water soaked - the  
 bark had slipped from it - and the  
 ends of the bottom sticks were rotten

5th Quest How long had it been there?

Ans Mr Cannon said it had been there  
 two seasons or two years -

6th Quest Can you locate the tract of land

Q<sup>u</sup> from which this wood was hauled?  
A<sup>n</sup> It was on the west side of the County  
road running from Suffolk to  
Murreysville and on the north side  
of King's boggy-track and the end  
of the iron switch where the old  
No. 3 mill stood.

7<sup>th</sup> Q<sup>u</sup> Did you ever examine any other  
wood delivered to C. F. Norment by  
E. E. Jackson & Co. at or about April  
1878, or at any other time, if so  
state its condition?

A<sup>n</sup> I passed through a lot of wood there  
that Mr E. E. Ridschick was hauling  
and it looked to be the same quality  
of wood that I was hauling - that was  
about all I took any notice of

Cross-Examined by Deft's  
Counsel

1<sup>st</sup> Q<sup>u</sup> You have stated in your answer to  
the 2<sup>nd</sup> question in your examination  
in chief that you began to haul in  
April 1878 and hauled seven weeks  
do you mean ~~in~~ seven weeks in  
succession?

A<sup>n</sup> I mean seven weeks from the time

I began until I stopped.  
2d Ques Where did you haul the wood from  
and where to?

Ans I hauled it - from the west side of  
the main road where it was cut -  
and hauled part of it - to Kings bog  
track and part of it - to the iron  
track -

3d Ques Do you know what became of that  
wood after you hauled it -?

Ans Yes. It was put on car and brought  
down to Suffolk as fast as it was  
measured

4th Ques Was the wood corded or panned  
at the place from which you took it

Ans It was panned

5th Ques Were the pems as originally put up  
or were they broken?

Ans Part of them were broken and part  
were just as they were put up

6th Ques Was the wood of the broken pems there  
or had it been hauled away?

Ans It had been hauled away

7th Ques What proportion of the pems had  
been broken and what unbroken?

Ans I do not know I told my men  
to haul them out clear as they  
came to them

8 Ques Who cut this wood?

Ans I do not know - I suppose it had been cut two years before I saw it.

9 Ques Can you state whether it was a part of the wood cut by Norment or by hands employed by him, or by King Bros, or by the Jacksons themselves?

Ans Ned Baker one of the hands who helped to cut the wood told me he cut this for Mr Cannon.

And further this deponent saith not -

R. B. Barclay

The further taking of these depositions is adjourned till tomorrow morning 9 o'clock

C. H. Causey  
Comm: in chg

Friday Sept. 3rd: 1880

Present - R. R. Prentiss of Counsel  
for Plaintiff - and

Messrs J. W. Crisfield & W. J. Kitch for Defs.

The further taking of these depositions is adjourned till Tuesday the 14th: of September 1880.

C. H. Causey  
Comm: in chg -

(371)

Tuesday September the 14th: 1880  
Present ~~Mr~~ Messrs A. C. Withers and  
R. R. Prentiss of Counsel for Plaintiff  
and  
William J. Rich Esq of Counsel for  
Defendants.

By agreement of Counsel the further  
taking of these depositions is ad-  
journed till Tuesday the 21st of  
September 1880.

C. H. Maury  
Court in Chancery

Tuesday September 21st. 1880.

Present. Messrs Withers & Prentiss and  
John H. Wright of Counsel for Plaintiff  
And

Messrs. Garnett and Kelly of Counsel  
for Defendants.

Captain Nicholas V. Lane being duly  
sworn deposes and says -

1st Ques. What is your name, your age, your  
occupation and where do you reside?

Ans. Nicholas V. Lane. 41 years of age - Captain  
of a coasting schooner, Litchester  
New Jersey.

2d Ques. What vessel did you command in the  
years ~~1876~~<sup>1877</sup> - 77 & 78?

Ans. I commanded the Schooner William  
F. Phelps in 1877 & 1878 - and no vessel  
in 1876.

3d Ques. ~~But~~ Between what points did  
your vessel run in 1877 & 1878 and  
what were you transporting?

Ans. Part of the time the vessel was  
running between New York and  
Suffolk engaged in the transporta-  
tion of wood for C. F. Norment.

4th Ques. What do you understand by the term  
reasonable dispatch?

X The defendant by their counsel object to this question and any answer thereto on the ground that ~~the~~ construction of this phrase must be made by the Court, and the witness' opinion only is elicited -

Ans For vessels of our class about four days sometimes they load in two days

4 Quest: Was the William F. Phelps usually loaded in four days during the time you were transporting wood from Suffolk to New York for C. F. Hornum?

Ans No - not from the time she arrived here - frequently she had to wait for other vessels.

5 Quest Did she ever have to wait from any other cause?

Ans Yes - for the reason she could not get the wood - she was detained once for nineteen (19) days

6 Quest Would the rate of freight-charges C. F. Hornum have been the same, if your vessel had been loaded with all reasonable dispatch?

X Objected to by Defts. Counsel on the ground that it is a leading question

Ans No - I would be willing to run her  
for 25cts per cord less if loaded  
with glasspatch, and if the vessel  
was towed up and down as she  
was when she ran here

7 Quest. Were you ever in the woods where the  
wood was being cut for shipment by  
L. F. Norment and if so why did you  
go there?

Ans I was out in the woods where the wood  
was being carted out to the bogy  
track and I do not know where it  
was cut, and I went out there for  
the reason that we were waiting for  
wood and I ~~went out~~ wanted to  
see what was the prospect of getting  
it - I went out twice - once with Mr.  
Derrin - and then by myself - I went  
out to help finish the bogy track

Cross-examined by Defendant's  
Counsel -

1st Quest. How many other vessels besides your own  
were engaged in carrying wood from  
Suffolk for C. F. Norment & Co.?

Ans I am not prepared to say -  
2d Quest. Do you know of any?

Ans I did not hear any arrangements made with others but I think there were several others

3. Quest Can you name any of them?

Ans Yes - The Sarah J. Vaughan, James Veldran, William D. Nelson, S. W. N. White and several others

4 Quest Did you meet any of these vessels at Suffolk on your several arrivals here with your vessel at any time?

Ans Yes -

5 Quest If you arrived ahead of them was it customary to have your vessel loaded first?

Ans It was

6 Quest Is it so at other ports where you have freighted?

Ans I think it is -

7 Quest When you found any of these vessels at Suffolk loading with wood ahead of you, how long did you usually have to wait for a load?

Ans I am not prepared to say - I did not keep any log, and did not charge my mind with it. The time I have here

~~8 Quest~~ 19 days <sup>I do not think there</sup> was ~~any~~ vessel ahead of me

8 Quest When you found a vessel here so loading ahead of you and you got

your load in your regular turn did you deem your vessel loaded with dispatch according to the rule you have stated "of first-come first-served"?

Ans Not at all times

9 Quest Why not?

Ans One time in particular we lost a part of a day by the men striking for wages or time -

10 Quest But you would have so deemed it under the ordinary circumstances of loading, would you not?

Ans Not at all times - Sometimes it was the case - the last time she loaded here she was loaded with dispatch after they commenced to load her -

11 Quest Do you know the dates of the 19 days you waited to be loaded?

Ans Not exactly it was in the latter part of December 1877 and the 1st of January 1878.

12 Quest You say you kept no log-book - How do you remember these dates?

Ans I took my vessel in April 1877 and it was in the latter part of that year - the mate who was with me at that time left in January 1878.

13 Quest Are you quite sure and can you swear positively that no vessel was loading here ahead of you during that period of 19 days

Ans I think I said, "I did not think there was" - but I cannot say positively that there was no vessel when I first came - ~~the vessel was then in the harbor at that time~~ ~~first came.~~

14 Quest On that occasion, at what date in December 1877 did your vessel arrive here?

Ans. I could not say exactly

15 Quest On what day in January 1878 did you leave Suffolk?

Ans I do not know exactly - I know when I collected my freight in New York - that was on the 19th day of January 1878 -

16 Quest Did you spend Christmas week of 1877 with your vessel at Suffolk?

Ans Yes.

17 Quest Do you know of any difficulty then existing in procuring laborers to load your vessel?

Ans No

18 Quest Did you hear, then, during that week of any such difficulty either in

loading your vessel, or having the wood run down by rail-road to Suffolk?

Ans I do not remember whether I did or not - I have heard ~~that~~ that Labren would not work in Virginia at that time - but I never had any difficulty

19 Ques Please state the dates of your two visits to the woods alluded to in your answer to the 7th direct- interrogatory

Ans I do not remember the exact date - it was during the 19 days - I had to go out and help build the track before I could get any wood

20 Ques At whose request did you go out to help build the boggy track?

Ans I went voluntarily for the sake of getting the wood

21 Ques Did Mr Dennis invite you?

Ans I suppose he did, or I should not have gone -

22 Ques Did Mr Dennis allude to any want of hands or trouble in getting hands to work at that time?

Ans I do not remember

23 Ques Did you find out on your arrival there that there was any such trouble and that your services were needed?

7 Excepted to by Plaintiff's Counsel as irrelevant, impertinent and immaterial to the issue in this case

Ans I thought I would get my wood sooner - I had no means of knowing whether there was any trouble or not - there were two or three hands at work on the <sup>log</sup> track

24 9

1st Quest Re-examined by Pltff's Counsel  
You have spoken of having to wait your turn in loading until vessels which had arrived before the Phelps were loaded - do you allude here to Le. F. Hornum's wood vessels or not?

Ans, We had to take our turn whether they were wood or lumber vessels

2. Quest Whose lumber vessels?

Ans I am not prepared to say, I suppose they were Mr. Jackson's -

3. Quest

And further this Depoent saith not -

N. V. Lane

The further taking of these depositions is adjourned till tomorrow morning 9 o'clock

C. H. Causey

Counsel in chie -

Wednesday, September the 22nd:  
1880.

Present. R. R. Prentiss Esq of  
Counsel for Plaintiff

and

W. J. Kelly Esqr. of Counsel  
for Defendants.

Pursuant to notice duly executed on  
Wilbur J. Kelly Esqr. of Counsel for  
Messrs E. E. Jackson & Co. the Defendants  
in this suit; requiring said Defend-  
ants to produce certain letters hereto-  
fore addressed to them by C. F. Norment  
or C. F. Norment & Co, and alleged now  
to be in their possession to be read  
in evidence &c, The said Wilbur J.  
Kelly this day appeared and declared  
that the aforesaid letters were not in  
his possession nor under his control  
nor did he believe the letters were now  
in this State.

The further taking of these depositions is  
adjourned till the 27th of September 1880

C. H. Chauncey  
Court in Chancery

Monday, September 27. 1880.

Presents: Robt R. Prentiss of Counsel for Plaintiff  
Theo. S. Garnett Jr. of Counsel for  
Defendants.

Captain Philip H. Smith, being first duly sworn, in answer to questions deposes and says:

1. Quest. What is your age your occupation and where do you reside?

Answer. age 49. occupation master of vessel Manahawkin N.J. residence

2<sup>nd</sup> question. What vessel did you command in the years 1876-77 & 78. &

Answer Schooner T.W.H. White

3<sup>rd</sup> question Between what points did your vessel run & what were you transporting

Answer Virginia & New York. Pine wood a part of the time from Suffolk

4<sup>th</sup> question Whose wood were you transporting from Suffolk

Answer. Hornum's

5<sup>th</sup> question What is reasonable dispatch for the vessel T.W.H. White

Defendants by Counsel object to this question on the grounds already stated in the deposition of Capt Lane

answer,

Answer Three days.

6<sup>th</sup> question Was the T. H. & White usually loaded in three days from the time of her arrival at Suffolk during the time you were transporting wood from Suffolk to New York for C. & Hornum?

Answer No Sir

7<sup>th</sup> question What was the usual delay at Suffolk?

Answer From Eight to Sixteen days

8<sup>th</sup> question What was the shortest time you were delayed at Suffolk, & what the longest, during the period you have named?

Answer Seven days the shortest and sixteen comes within bounds of the longest.

8<sup>th</sup> question Did you ever lay at Suffolk longer than sixteen days?

Answer I think I have

9<sup>th</sup> question Do you know the cause of these delays?

Answer Principally by the lumber vessels loading ahead of me.

10<sup>th</sup> question Was there any other cause?

Answer I can't give any other reason unless ~~that~~ <sup>because there was no</sup> it was ~~no~~ wood brought down.

11<sup>th</sup> question Did you ever have to wait for a cargo because there was no wood <sup>at the</sup> ~~on the~~ wharf for shipment?

Answer Yes Sir

Excepted to by the defendant, Counsel as a leading question.

Question 12 Did the lumber Vessels <sup>of Jackson & Co.</sup> & the Wood Vessels  
of L. H. Normant. load at the same points  
on the wharf

Answer No. Sir

Question 13 Was the same rate of freight. Charged L. H. Normant  
as would have been charged him if your  
Vessel had been loaded with all reasonable  
dispatch

Defendant's Counsel object to this as  
a leading question

Answer No Sir

Question 14 Was he charged less or more  
Defendant's Counsel object

Answer More

Question Did you ever hear any other Captain  
who was transporting wood for L. H. Normant.  
Complain of the unreasonable delays at  
Suffolk during the year 1876 77 & 78

Defendant's Counsel object to this  
question ~~and~~ any answer thereto,  
on the ground that it calls for hearsay  
testimony and is not the best evidence  
within the 10 Cantiffs reach and is a leading question

Answer

Yes Sir I have on the grounds that the  
lumber Vessels would haul in and load  
ahead of them

Question 15 Did the Schooner Jno. S. Williams ever come  
to Suffolk for a cargo of wood for L. H. Normant.

an

Answer

She come and went away without it

Question

Why.

answer

about six vessels ahead of her, here

Question

Those vessels

answer

Three were packsons the other three were wood vessels waiting for cargoes

Question

Has there any wood at the wharf at that time ready for shipment.

Defendants Counsel object to this question on the ground that neither the time nor circumstances have been fixed

answer

No Sir

Question

Do you remember the date when the Schooner Jno J Williams went away without a cargo

answer

No Sir, I do not

Question

Could the lumber vessels of E E Jackson & Co & the wood vessels of C H Norrumb. have been loaded at the same time

Defendants Counsel object to the question as a leading one

Answer

Yes Sir, they could

Question

What was the quality of the wood shipped to Spafford & Watkins on the Schooner J. H. H. White by C H Norrumb.

Answer

Principally of the second quality

Question: Explain what you mean by wood of second quality?

Defendant's Counsel objects to this and the question immediately preceding on the ground that no foundation has been laid for the examination of this witness as an Expert in the wood business.

Ans: Sap wood - small timber - it was barked considerably. - -

Question: How long have you been engaged in the business of transporting pine wood to New York?

For twenty-nine years, off and on. -

Quest: Was there any difficulty in getting wood vessels to come to Suffolk for cargoes for C. F. Forman; if so, why?

Yes there was - On account of ~~disturbances~~ detentions. -

Cross: Examined by Defs. Atty:

Ques 1. How many cargoes of wood did your vessel carry for Forman from Suffolk, and between what dates did you run wood for him to New York?

Ans: I can't answer that positively, Between fourteen and eighteen loads I would say -

and from the winter of 1876-7 to the  
later part of 1878. -

Ques 2. Did you frequently find vessels here loading  
ahead of you and have to wait your  
regular turn for a load?

Ans. Yes. -

Ques 3. If your vessel arrived here ahead of the  
others, you got your load ahead of them,  
Did you not. -

Ans. Not always. - once I did not.

Ques 4. Did not this custom become well known  
to you during the time you were running  
wood for Norway?

X Excepted to by Plaintiffs Atty because this  
witness has not testified as to any custom, and  
because no evidence as to any supposed  
custom is admissible, to vary the contract <sup>in writing</sup>  
of the 3. May 1875. -

Ans. Not until Capt Goske & I had a quarrel  
over it. - Capt Goske was Captain of one  
of the lumber vessels. -

Ques 5. When was that?

Ans. I could not tell. - My memory does not serve  
me. -

Ques 6. Is it the rule in other ports from which you  
have freighted where several vessels in the  
same business are loaded by the same parties  
that the vessels are loaded in the order of

their arrival?

X Excepted to ~~My~~ <sup>My</sup> City. because it seeks to elicit testimony tending to show a custom and no evidence on this point <sup>because it seeks</sup> is admissible to vary, contradict or ~~control~~ explain the Contract in writing dated 3. May 1875. - <sup>and is immaterial and irrelevant</sup> Defendant Counsel replies to this objection that the evidence to be elicited is not to vary the contract but is proper to enable the Court to determine the issues raised and joined in this cause as to its proper construction -

Ans: There is no rule for a vessel to lay without paying her for it. -

Ques 7. Counsel repeats 6 Question?

Ans: I answer the same way there is no rule for a vessel to lay without demurrage. -

Ques 8. Counsel repeat 6 Question and calls especial attention to last part thereof? -

X Plaintiff's counsel objects to this question because it has been twice answered by the witness -

Ans: Not always. -

Ques 9. Is it generally so.

X Excepted to by Plaintiff's Counsel for the <sup>same</sup> reasons that 6 question ~~is excepted to~~ on Cross-Examination is excepted to -

Ans. I do not know as I know generally - ~~Only~~ It has never been so with me -

Ques 10 When you arrived in Suffolk on these trips did you expect your vessel to be loaded ahead of wood-vessels already here?

Ans: No. for I knew all that came. -

Ques 11 Name the vessels which you knew to be running wood for Boston?

Ans: None running regularly - All off and on like myself - ~~Samuel~~ J. Vaughn, W. G. Leonard, Th. White, Wm. Phelps - There were others that came occasionally but I do not recal their names. -

Ques 12 When you found any of these vessels loading with wood ahead of you - how long did you usually have to wait for a load?

Ans: If there were no lumber-men - three days

Ques 13 Did you keep a log-book and note the times of your arrival and departure?

Ans: No. -

Ques 14 When you found a vessel here so loading ahead of you, and you got your load in your regular turn - Did you deem your vessel loaded with dispatch?

Ans: No.

Ques 15 Why not?

Ans: Mr. Jackson could have loaded two vessels at a time

Ques 16 Could he have loaded three or four or more at a time?

Ans: Not at the dock -

Ques 17. Did you not know after running here so often on wood that you would have to wait your turn?

Ans. Mr. Norment gave me 25 cents <sup>per cord</sup> more, than he would have had to pay, if I had not had that risk to run.

Ques 18. Counsel repeats last question -

Plaintiffs Counsel objects to this question because the witness has already answered the question. -

Ans. Yes.

Ques 19. When did Mr. Norment make the bargain to give you 25 cents more per cord alluded to in your answer to 17. Question?

Ans. Mr. Wilkins made the bargain ~~for Norment~~ to give us the 25 cents extra because we would not come because of the despatch - Mr. Wilkins of Spafford & Wilkins who are agents for Norment.

Quest. 20. When did Mr. Wilkins make the bargain with you?

Ans. In the Spring of 1877. -

Ques 21. Was this when your contract began?

Ans. No - several months after. -

Ques 22. Was this charge in lieu of demurrage?

Ans. No.

Ques 23. What demurrage did you charge?

Ans. I haven't got any yet. -

Ques 24. When will you get any?

Ans. I don't know.

Ques 25. Have you any bargain for any, with any one?

Ans. Mr. Norman promised me Damurage.

Ques 26. When is it payable, and is there any condition about its payment?

Ans. It is payable immediately, whenever I see for it - there is no condition about it.

Ques 27. Have you ever demanded it?

Ans. No.

Ques 28. When will you demand it?

Excepted to as impertinent, irrelevant and immaterial by Plaintiffs Counsel -

Ans. Perhaps never.

Ques 29. Will you not demand it if Mr. Norman recovers Damages in this Suit?

X Excepted to as impertinent irrelevant and immaterial to the issues of the Cause by Plaintiffs Atty.

Ans. I don't think I shall.

Ques 30. Did not Mr. Norman promise to pay it to you if he succeeded in this Suit?

X Excepted for the same reasons that preceding question is excepted to -

Ans. No, Sir - I have not had five minutes conversation with him since he commenced it. - I saw

him about two minutes this morning - that is all I have seen of him for six months -

Ques 31.

Have you any letters from him?

Ans.

I never received one. -

Ques 32

State from what points in Virginia you have freighted wood?

Ans.

James River, Chickahominy, York, Mattaponi, Pamunkey and several others. -

Ques 33.

Is it not a business in which you usually encounter great delays?

Ans.

Usually no. -

Re: Examined by Plaintiff's Atty

Ques 1.

Can you not now remember the date of your quarrel with Capt. Goslee alluded to in your answer to the 4<sup>th</sup> Question on Cross-examination, whether it was in 1876, 1877 or 1878?

Ans.

I could not say. -

Ques 2.

Was it on your first trip or towards the last?

Ans.

It was not on my first - it <sup>was</sup> some time after that. I could not tell. -

Ques 3.

You say in your answer to the 12. Question on Cross-examination. "If there were no lumbermen - three days" - Do you mean three days after you arrived, or three days after they commenced loading your vessel?

Ans.

Three days from ~~there~~ he commenced loading the vessel. I have been loaded in less than two

Days, after laying fourteen. - ~~of~~

Further this deponent saith not. -  
P. H. Smith

State of Virginia

Nansemond County to wit

I, C. H. Causey a Comm<sup>r</sup> in Ch<sup>g</sup> for the  
Circuit Court of Nansemond County do  
certify that the foregoing deposition were  
duly taken and sworn to at the time  
and place above mentioned

Given under my hand this 27<sup>th</sup>  
day of September 1880

C. H. Causey  
Comm<sup>r</sup> in Ch<sup>g</sup>

Per #58<sup>50</sup> -

Costs

Plumbing

|                  |          |
|------------------|----------|
| Chk              | \$20.00  |
| Plumbing         | 16.50    |
| Supp             | 2.00     |
| Painter, Harriet | 7.00     |
| " Sam            | 7.00     |
| Wilton, C. H.    | 58.50    |
|                  | <hr/>    |
|                  | \$111.00 |

Exp. costs

— Chk \$41.00

# Fellow Citizens

OF

## NANSEMOND COUNTY!

---

After a careful consideration of the subject, and with the advice of many friends, I declare myself a

### CANDIDATE

FOR THE

### CLERKSHIP

of your Court, and ask for your support at the Polls, on the 27th day of May next.

**PETER B. PRENTIS.**

*Suffolk, Va., April 15th, 1875.*

52

2 sons \$2.00

4 4.08 18

16

18

18

10

15-

115

20

31

56.

50

17.

30

15

41

عاشق

9-7-8

15-

1650

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

20.00

20.50  
16.50

2.00 844

200 1817  
1817.00. Parker - Sun

7.000 (2000)

7.00  
58.50

8/11/06

724. 5

2

204

$$\begin{array}{r} 162 \\ 224 \\ \hline 648 \end{array}$$

224

8  
4  
16

15.

1157

13

4.5.21

24. 50

52

652

55-83-0-58.0

3699

121

1471

Pine Gumbo some 1/2 1/2 1/2  
in bunch of 1/2 - 1/2 1/2 1/2

Pine Wood - 1/2 1/2 1/2  
- 1/2 1/2 1/2 1/2 1/2

Copied in Prob. 1/2

A. Prob - Prob - 1/2

2. Prob - Prob - 1/2

W. Prob - Prob - 1/2  
Prob - Prob - 1/2

1/2 1/2 1/2

# NEW ADVERTISEMENTS.

VIRGINIA—NANSEMOND COUNTY, TO  
WIT: At rules held in the Clerk's office of  
the Circuit court of Nansemond county on Mon-  
day, the 1st day of September, 1879—

C. F. Norment, assignee of Wm. A. Allen and  
C. F. Norment, partners formerly trading un-  
der the name of Wm. A. Allen & Co., and  
Samuel Norment.....Plaintiffs,  
against

Elihu E. Jackson, William H. Jackson and Wil-  
bur F. Jackson, partners trading under the  
style and firm of E. E. Jackson & Co., the said  
Elihu E. Jackson, William H. Jackson and  
Wilbur F. Jackson as corporators of the "Suf-  
folk Lumber Company," and the said "Suffolk  
Lumber Company".....Defendants.

IN CHANCERY AND UPON AN ATTACH-  
MENT.

The object of this suit is to recover of the de-  
fendants the sum of thirty-three thousand and  
eight hundred dollars (\$33,800.00) damages for  
breaches of contract, and to subject their real  
estate and other property in the county of Nan-  
semond to the payment of the same. And affi-  
davit having been made that the defendants  
Elihu E. Jackson, William H. Jackson and Wil-  
bur F. Jackson, partners trading under the style  
and firm of E. E. Jackson & Co., and the said  
Elihu E. Jackson, William H. Jackson and Wil-  
bur F. Jackson, corporators of the "Suffolk Lum-  
ber Company," are not residents of the State of  
Virginia, they are required to appear at the said  
Clerk's office within one month after due publi-  
cation hereof and do whatever may be necessary  
to protect their interests.

A copy—test:

PETER B. PRENTIS,

Clerk.

HAYDEN, WRIGHT, WITHERS, p. q.

sc2-4t

## Office of the Suffolk Herald,

Suffolk, Va., *Oct 7<sup>th</sup>* 1879

*We hereby certify that the order, of which the an-  
nexed is a copy, has been published in the SUFFOLK  
HERALD in the manner prescribed by law, once a  
week for four successive weeks.*

*Thos G* ELAM & ~~CAMPBELL~~, Lds Herald.  
*Pr Bookin*

C. F. Norment, ap<sup>ee</sup> l

$\frac{4}{25}$  } Certif: of Pub:

E. E. Jackson & Co: Cal:

1877. Octo: 8th: Filed

—NANSEMOND C TO WIT:  
In the Clerk's office of the  
County of Nansemond on Thurs-  
day of February, 1880—

C. F. Norment assignee of William A. Allen and  
C. F. Norment, late partners trading under  
the name of Wm. A. Allen & Co., and Sam-  
nel Norment,

Plaintiffs.

against

Elihu E. Jackson, William H. Jackson and Wil-  
bur F. Jackson, partners, trading under the  
style of E. E. Jackson & Co., and as corpo-  
rators of the Suffolk Lumber Company, and  
the said Suffolk Lumber Company,

Defendants.

FOREIGN ATTACHMENT IN EQUITY ON  
AN ORIGINAL AND AMENDED  
BILL IN CHANCERY.

The object of this suit is to recover of the de-  
fendants, for the plaintiff, C. F. Norment, the sum  
of thirty-three thousand and eight hundred dol-  
lars (\$33,800.), damages for breaches of con-  
tract, and by attachment, to subject the real and  
personal property of the defendants E. E. Jack-  
son & Co., in the county of Nansemond, to the  
payment of the same. And affidavit having been  
made that the said defendants Elihu E. Jackson,  
William H. Jackson and Wilbur F. Jackson are  
not residents of the State of Virginia, they are  
required to appear at the said Clerk's office with-  
in one month after due publication hereof, and  
do whatever may be necessary to protect their  
interests in this suit.

A copy—Teste:

PETER B. PRENTIS, Clerk.

C. B. HAYDEN, J. M. WRIGHT, WITHERS &  
PRENTIS, p. q.

fel3-4t

PRINTING, PLAIN OR COLORED, CHEAPLY EXECUTED.

Terms: \$2.00 Per Year.

SUFFOLK, Va., March 6 1886

*Wm. W. W. & P. W. W.*

**DUNBAR & BARRETT, Jr.**

PUBLISHERS OF

**THE CHRISTIAN SUN.**

1880.

March 6. To ad of E. F. Norment against  
E. & Jackson & Co. 4t 4 in

I hereby certify that the ad appended to  
this bill has appeared since a week for  
four successive weeks in the Sun  
J B Dunbar

\$ 7.00

Virginia: - ~~Nansemond~~ County, To wit:

At Rules held in the Clerk's Office of the Circuit  
Court of Nansemond County, on Monday,  
the 1st day of September, 1879.

C. F. Norment, Assignee of Wm. A. Allen and  
C. F. Norment, partners, formerly trading under  
the name of Wm. A. Allen & Co; and Samuel  
Norment. . . . . Plaintiffs.

Against { In Chancery, and upon an Attachment.  
Elihu E. Jackson, William H. Jackson and  
Wilbur F. Jackson, partners, trading under the <sup>style style and</sup> firm  
of E. E. Jackson & Co.; the said Elihu E. Jackson,  
William H. Jackson and Wilbur F. Jackson, as  
Corporators of the "Suffolk Lumber Company," and  
the said "Suffolk Lumber Company" . . . . . Defendants.

The Object of this suit is to recover of the defendants, the sum  
of Thirty-Three Thousand and eight hundred dollars.  
(\$33,800<sup>00</sup>), damages, for breaches of Contract, and to subject  
their Real Estate and other property, in the County of Nansemond  
to the payment of the same. And affidavit having been made,  
That the Defendants, Elihu E. Jackson, William H. Jackson  
and Wilbur F. Jackson, partners, trading under the style and  
firm of E. E. Jackson & Co.; and the said Elihu E. Jackson,  
William H. Jackson and Wilbur F. Jackson, corporators  
of the said "Suffolk Lumber Company", are not residents of  
the State of Virginia; they are required to appear at the said  
Clerk's Office, within one month, after due publication thereof  
and do whatever may be necessary to protect their interests.  
Hayden, Wright, Withers. p. q. Feste: Peter B. Prentiss, Clerk

C. F. Norment, Ap<sup>l</sup>

vs E. E. Jackson

Order of Publication

Order of Publication

CHANCERY SUMMONS.

**The Commonwealth of Virginia,**

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Elihu E. Jackson, William H. Jackson and Wilbur F. Jackson, Partners, trading under the style of firm of E. E. Jackson & Co; the said Elihu E. Jackson, William H. Jackson and Wilbur F. Jackson, as Copartners of the "Suffolk Lumber Co." and the "Suffolk Lumber Co."*

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 *September* next, to answer a

Bill in Chancery, exhibited against them in the said Court by *C. F. Norment, Assignee of Wm. A. Allen and C. F. Norment, partners, formerly trading under the name of Wm. A. Allen & Co., and of Samuel Norment,*

and have then and there this Summons. Witness, *PETER B. PRENTIS*, Clerk of our said Court, at his office, this *25th* day of *August*, 18*79*, in the *104th* year of the Commonwealth.

Teste:

*Peter B. Prentis* Clerk.

The plaintiff in this suit having made the proper affidavit, it is ordered, that the Officer serving the within writ do attach the following Estate <sup>of the defendants</sup> and property, in this County, to wit: Two hundred forty-six (246) acres of land, adjoining the lands of Jethro Wiggins, James Langston, Leroy Howell & others: One hundred and ninety-three (193) acres of land, adjoining the lands of W.B. Whitehead, A. M. Hester & others: Fifty-three (53) acres of land, adjoining Wiley Rawls, E. Johnson, Miles Cepelund, W.B. Whitehead & others: Eighty-eight (88) acres, adjoining the lands of W.H. Austin, B.R. Smith and others: Two hundred and eighty-nine (289) acres, adjoining the lands of E.C. Riddick and others; a Wharf property, in the Town of Suffolk: (\$15000) Fifteen thousand dollars of the Capital Stock of the "Suffolk Lumber Co.", as Corporators thereof; and Fifty thousand dollars (\$50,000) invested in the Rail Road of the "Suffolk Lumber Co.", in excess of the maximum Capital of the "Suffolk Lumber Co." allowed by its Charter, to answer the future order of this Court.

Teste: Peter B. Hunter, Clerk.

On the 29th. day of August, 1879, I executed this writ, by attaching the Real and Personal property, therein described and mentioned <sup>above</sup> and delivering to W.B. Cannon, Agent of the "Suffolk Lumber Co.", residing in <sup>Warren</sup> ~~Warren~~ County, Virginia, a true copy of the same.

The within named defendants, Elisha E. Jackson, William H. Jackson and Walter F. Jackson partners, trading and on the style & firm of E.E. Jackson & Co. are not residents of the State of Virginia and as Corporators of the "Suffolk Lumber Co.", are not residents of the State of Virginia.

John L. Tuley, Sheriff

Hayden Wright & Attorneys, Va.

C. F. Hornum, Esq.

vs. E. E. Jackson & Co.

E. E. Jackson & Co.

In September Term, 1879

Proc. B. No. 1. Page 134  
Civ. Co.

CHANCERY SUMMONS.

**The Commonwealth of Virginia,**

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Elihu E. Jackson, William H. Jackson, and Wilbur F. Jackson, partners, trading under the style of E. E. Jackson & Co., and as Copartners of the Suffolk Lumber Company, and the said Suffolk Lumber Company,*

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 *March* next, to answer an Original and amended Bill in Chancery, exhibited against *them* in the said Court by *C. F. Norment assignee of William A. Allen and C. F. Norment, late partners, trading under the name of W. A. Allen & Co., and Samuel Norment,*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *10<sup>th</sup>* day of *February* 1850, in the *104<sup>th</sup>* year of the Commonwealth.

Teste:

*Peter B. Prentis.* Clerk.

Executed this 11. day of February 1880 as to the Suffolk Lumber Company  
by delivering a true copy hereof to D. B. Cannon Agent of the Suffolk  
Lumber Company - the said Cannon being a resident of the County of  
Hansemond. - And by virtue of this Attachment I on the 11. day of  
February 1880, levied the same on the real estate mentioned in the  
Indorsements on this Summons, and by delivering a true copy  
hereof to D. B. Cannon, a person having in his possession or  
under his control effects of the Defendants E. E. Jackson & Co. -

J. L. Fulgham Shff

Rayden, Wright, Withers & Denton.

C. F. Norment, of &c &c &c

25<sup>th</sup> { Summons in Chy: &c

E. E. Jackson & Co: Vol:

To March Rules, 1880.

Pro: B. No: 1. Page 145

Cir: Co:

Minor:  
The Plaintiff, C. F. Norment, having made the proper affidavit, the Officer who executed this  
Summons is hereby directed to attach the following Real and Personal property, in the County of  
Hansemond, belonging to the defendants, E. E. Jackson &c: to wit: Two hundred and sixty-six (246)  
acres of land, adjoining the lands of John Wiggins, James Langston, Jerry Stranell and others:  
One hundred and twenty-three (123) acres of land adjoining the lands of W. B. Whitehead  
A. Miller & others: fifty-three (53) acres of land adjoining the lands of  
C. B. Whitehead and others: Eighty-eight (88) acres of land adjoining the lands of  
W. B. Austin, R. P. Smith & others: Two hundred and eighty-seven (287) acres of land adjoining  
the lands of E. C. Adick & others: Certain other property on the Hansemond River, in the town  
of Suffolk Va: the interest also, in the corporate assets of, and in the property held by  
the Suffolk Lumber Company, created by the Subscription of \$50,000 - by the said partnership,  
in steps of the maximum Capital of \$20,000 - allowed by the Charter of incorporation of  
the said Suffolk Lumber Company: the franchise and corporate assets, of every kind,  
and description of the Suffolk Lumber Company, consisting in part, of the bad of branch  
of the narrow gauge Rail Road, running from Suffolk towards the North Creek &c  
with all the rails, ties, engines, cars, rolling stock, tools and implements of construction  
and repair, used in connection with the said Rail Road: Also, about \$15000 - worth  
of Pine Lumber, and in interest in \$100000 worth of Pine Wood: all which  
property is in the possession of, or under the control of D. B. Cannon, Agent of the  
said E. E. Jackson &c: as well as of the said Suffolk Lumber Company.

Done:  
Peter B. Rowles. Clerk

At a Circuit Court Continued and held  
for Mansfield County The 14<sup>th</sup> day of April  
1881.

Norment Apogone &c.

Plaintiff

Vs. { In Chancery

E. E. Jackson &c &c.

Defendants

On motion of the defendants  
by counsel, a rule is awarded against the  
plaintiff to speed this cause, returnable to the  
next term of this Court.

a Copy

Teste:

Peter B. Prentiss. Clerk.

1881 July 21<sup>st</sup> Executed and a true copy hereof  
delivered to C. L. Norment.

F. H. Rawls Dy for  
John L. Lufham Shff

To C. L. Norment, 1881.

Norment. Apr 26  
to E. E. Jackson  
copy order to stand  
C. E. Jackson

Bornment Heo

E. E. Jackson Heo.<sup>vs.</sup>

On motion of the defendants by counsel, a rule is awarded against the Plaintiffs to speed this cause returnable to the next term of this Court,

Argument Hes.

vs.

E. E. Jackson Hes.

April Term 1881

Order

To be entered

Geo. T. Blom.

Entered O. B. No. 1

p. 529

C. F. Norment and Samuel Norment  
vs  
E. E. Jackson & Co., and The Suffolk  
Lumber Company. } In Chancery

This cause came on this day to be heard upon the Original and amended bills of the plaintiffs and the exhibits therewith filed, and upon the original and supplemental answers of the said defendants E. E. Jackson & Co., and the answer of the defendant The Suffolk Lumber Company, and the exhibits filed with the said answers, with general replication to the said answers, and upon the affidavit of <sup>the said</sup> C. F. Norment this day filed, and thereupon the said plaintiffs by their counsel moved the Court for an injunction to be granted them against the said E. E. Jackson & Co, defendants, from further proceeding in their suit or action against the said Samuel Norment alleged to be pending in the Supreme Court of the District of Columbia, which motion was fully argued by counsel.

On Consideration whereof the Court, having maturely considered the grounds of the said motion, of the said plaintiff doth overrule the same and doth refuse to grant the said injunction, and doth adjudge, order and decree that the said motion be dismissed with costs to the said defendants.

And this cause is continued until the next Term.

. C. F. Norment & Saml Norment

(v) } <sup>h</sup>  
Chamney

E. E. Jackson & Co.

et al.

Decees.

To be entered:

Geo. Bland.

April 14. 1880.

Entered O. B. No 1

p-487

C. F. Norment and Samuel Norment,

vs.

E. E. Jackson & Co, and The Suffolk  
Lumber Company. —

In  
Chancery.

This day came the defendants, Elihu E. Jackson, William H. Jackson and Wilbur F. Jackson partners in trade under the name and style of E. E. Jackson & Co, and The Suffolk Lumber Company, by their counsel, and asked leave of Court to file their several answers in this cause.

On consideration whereof the Court doth grant leave to the said defendants to file their said answers, and the same are accordingly filed.

And the cause is continued &c. —

C. F. Norment &  
Samuel Norment

is } in Chgo

E. E. Jackson & Co, &  
The Suffolk Lumber  
Company. —

~~~~~  
Order allowing
answers of debts
to be filed —

To be entered:

Geo. T. Blow

April 12. 1880.

—
Entered O. B. No-1
p. 469

C. F. Norment, Assignee to.
and Samuel Norment. } Complainants
vs. } In Chancery.
E. E. Jackson & Co. and
Suffolk Lumber Company. } Defendants.

In the Circuit Court for Nausemond
County.

The Defendants in the above entitled
Cause, by their Counsel, suggest on the record
herein, that Samuel Norment, one of the
Complainants in this Cause, is not a
resident of this State, and that Security
is required of him for the payment of the
Costs of this suit and the damages which
may be awarded the said defendants
or to either of them, and of the fees due
or to become due herein to the officers of
the said court.

Wilbur J. Kilby
White & Garnett
of counsel for E. E. Jackson &
and Suffolk Lumber Co.
Defendants.

ms. } In chy.
Jackson 250.

order
To be entered

Grant Blom.

Oct 14/79

Entered O.B. no 1-

p. 456

Copy

Whereas on the third day of May eighteen hundred and twenty five, W. A. Allen and C. J. Norment as partners trading under the style and firm of W. A. Allen & Co. entered into a contract with E. E. Jackson & Co of the town of Salisbury Maryland relative to the purchase of yellow pine cord wood to be cut near the town of Suffolk, Virginia, and delivered on board vessels at that place as will fully appear by reference to said contract, which is made part of this agreement: And whereas the partnership existing between the said Allen and Norment has been dissolved by mutual consent by the withdrawal of the said Allen therefrom: And whereas the said Norment is desirous of carrying out the terms of the said contract in good faith and for that purpose the undersigned S. Norment of the City of Washington has associated himself with the said C. J. Norment: Now in consideration of the premises the said S. Norment does hereby covenant and agree by and with the said E. E. Jackson & Co. to do and perform all and each of the terms of the said contract agreed to be performed by the said W. A. Allen & Co. and for the faithful performance thereof does hereby bind himself, his heirs, executors, and administrators, on condition nevertheless that said E. E. Jackson & Co perform the covenants and agreements agreed by the to be performed, Witness my hand and seal this 2^d.

Test Thos. H. King.

day of February 1876.

Samuel Norment, Seal

Encl. S. M.

To the Clerk of the Circuit Court of Newsemond
County:

C. F. Norment assignee of William A. Allen and
C. F. Norment late partners trading under the
name of Wm A. Allen & Co.; and Samuel
Norment. -

^{vs.}
Elihu E. Jackson, William A. Jackson and
Wilbur F. Jackson partners trading under the
style of E. E. Jackson & Co. and as corporators
of the Suffolk Lumber Company, and the
said Suffolk Lumber Company. -

Foreign Attachment in Equity on an
Original and Amended Bill in Chancery. -

Issue summons to be executed on D. B. Cannon
a person having effects of the defendants in
his possession or under his control. -

Endorse: The plaintiff C. F. Norment having
made the proper affidavit, ~~it is ordered that~~
~~that~~ the officer who executes this summons
is hereby directed to ~~lay the~~ attach the
following real and personal property in the
County of Newsemond belonging to the defen-
dants E. E. Jackson & Co. to wit: (follow the
affidavit filed) -

O.P. to issue when att. is returned executed -

C. D. Mayden

J. H. Wright

Winters & Hendis.

Came to hand & signed

10th July: 1880

v

clh

Memo: for Pro:

1884
Feb: 10th Pro: ipsid

The Clerk of the Circuit Court of the County
of Harrison;

Issue summonses to Stephen
be Rees to ¹⁸⁷⁹ Edwin E. Jackson, Wm. H. Jackson
and William F. Jackson, partners trading under
the style & firm of E. E. Jackson & Co, the said
Edwin E. Jackson William H. Jackson &
William F. Jackson as copartners of the Seaboard
Lumber Company and the said Seaboard
Lumber Company to answer a Bill in Chan-
cery of C. F. Hornum assignee of Wm. A. Allen
and C. F. Hornum, partners formerly, trading un-
der the name of Wm. A. Allen & Co and of Samuel
Hornum.

CB Hayden)
Geo. V. Wright) L. G.
A. C. Withers)

In the Clerk's Office of the Circuit Court of the County of Chancery, this day C. F. Norment personally appeared before me ^{Tax} P. S. Reutis the Clerk of said Court & made oath that Oliver E. Jackson, Wm. H. Jackson & William F. Jackson have been trading under the style & firm of O. E. Jackson & Co. the said Oliver E. Jackson, Wm. H. Jackson & William F. Jackson as copartners of the "Hager & Lumber Co.", and the said Suffolk Lumber Company are jointly indebted to him

is the sum of \$33800⁰⁰, now due and pay-
for damages for breach of contract
able, and that there is present cause of action
therefor; and that the said Elisha E. Jackson,
Wm H. Jackson and Wilbur F. Jackson, partners
trading under the name of E. E. Jackson & Co
and as Corporators of the said Suffolk Lumber
Co. Company are not residents of the State
of Virginia, and that they have ^{the following} Estate and
property ~~located~~ ^{situated} in this County, to wit: Two hundred & forty six
(246^x) acres of land, adjoining the lands of Jethro
Higgins, James Langston, Leroy Hamell & others. One hun-
dred and ninety three (193^x) acres ^{of land}, adjoining the lands of
W B. Whitehead, a Miller & others; Fifty three ^x acres of land
adjoining Wiley Rawls, E. Johnson, Miles Copeland,
W B. Whitehead & others; Eighty Eight acres (88) adjoin-
ing the lands of W H. Austin, R R Smith and others;
Two hundred and Eighty Five acres (285) adjoining
the lands of E. C. Riddick and others. a wharf property
in the Town of Suffolk, ^(\$15000⁰⁰) Fifteen thousand dollars of the Capital
stock of the "Suffolk Lumber Co" ~~about ten thousand and~~
~~of yellow pine, Oak wood and~~ ^{and} ~~about one hundred~~
~~thousand dollars (\$50000⁰⁰)~~ invested in the Rail Road of the
~~State of sawed lumber along and across the Road~~
~~"Suffolk Lumber Co", in excess of the maximum capital~~
~~sometimes called the Road of E. E. Jackson & Co and~~
~~of the "Suffolk Lumber Co" allowed by its Charter~~
~~times called the Road of the Suffolk Lumber Co.~~

Given under my hand this 25th day of August, 1879.

Peter B. Pentis. Clerk.

C. F. Nament. afs^e h

th
25 } Affidavit h

E. E. Jackson Ho: tal

~~~~~  
1879  
Aug. 25<sup>th</sup>: Made of bed

State of Virginia.

County of Hansemond to wit:

This day C. F. Normant personally appeared before me J. R. Meade a Commissioner in Chancery and the Circuit Court of Hansemond County and made oath that Elisha E. Jackson, William H. Jackson and Wilbur F. Jackson partners trading under the style of E. E. Jackson & Co. ~~and others~~ are justly indebted to him in the sum of \$33800.<sup>00</sup>/<sub>100</sub> now due and payable for damages for breaches of contract and that there is present cause of action therefor; that the said Elisha E. Jackson, William H. Jackson and Wilbur F. Jackson partners trading under the style of E. E. Jackson & Co. are not residents of the State of Virginia, and that they have the following real and personal property in the County of Hansemond to wit: Two hundred and forty-six <sup>(246)</sup> acres of land, adjoining the lands of Jethro Wiggins, James Langston, Leroy Harrell and others. One hundred and ninety-three (193) acres of land, adjoining the lands of W. B. Whitehead, A. Milton & others. Fifty-three (53) acres of land adjoining Wiley Rawls, E. Johnson, Miles Copland, W. B. Whitehead and others. Eighty-eight (88) acres of land adjoining the lands of W. H. Austin, B. R. Smith & others. Two hundred and eighty-five acres <sup>of land</sup> adjoining the lands of E. C. Kiddick & others. certain wharf property on the Hansemond River in the town of Suffolk, Va. ~~and an interest~~  
an interest also in the corporate assets of and

in the property held by the Suffolk Lumber Company, created by the subscription of \$50000.- by the said partnership, in excess of the maximum capital of \$20000.- allowed by the charter of incorporation of the said Suffolk Lumber Company; the franchise and corporate assets of every kind and description of the Suffolk Lumber Company, consisting in part of the bed or track of the narrow gauge rail-road running from Suffolk towards the North Carolina line, with all the rails, ties engines cars, rolling stock, tools and implements of construction, <sup>and repair,</sup> used in connection with the said rail road; also about \$15000.- worth of Pine lumber and an interest in \$10000.- worth of Pine wood, all which property is in the possession of or under the control of D. B. Cannon Agent of the said E. E. Jackson Co. as well as of the said Suffolk Lumber Company.

Given under my hand this 10<sup>th</sup> day of February 1880. -

C. F. Norment  
Robert H. Hunt's  
Counsel in Chancery.

C. F. Norment, Defendant

vs { Plaintiff

E. E. Jackson Co: Pl

1880  
Feb: 10<sup>th</sup>: Made Filed

To the Clerk of the Circuit Court of  
Hanseman County.

C. F. Norment, assignee of William A.  
Allen and C. F. Norment late partners  
trading under the name of Wm A. Allen  
Co., and Samuel Norment.

v.

Elihu E. Jackson, William A. Jackson and  
William F. Jackson partners trading under the  
style of E. E. Jackson Co. and as corporators  
of the Suffolk Lumber Company, and the  
said Suffolk Lumber Company.

Summons in Chancery to answer  
Original and Amended Bills.

Issue Summons to be executed on D. B. Cannon  
a person having effects of the Defendants in his  
possession or under his control.

Endorse. The officer who executes the within  
Summons is hereby directed to attach the  
following real and personal property in the County  
of Hanseman belonging to the Defendants, <sup>E. E. Jackson Co.</sup> to wit: Two  
hundred and forty-six (246) acres of land, adjoining the  
lands of Jethro Wiggins, James Langston, Leroy Harrell and  
others: One hundred and ninety-three (193) acres of land,  
adjoining the lands of W. B. Whitehead, A. Mittee & others:  
Fifty-three <sup>(53)</sup> acres of land adjoining Wiley Pauls, E. Johnson,  
Hiles Opeland W. B. Whitehead & others. Eighty-eight <sup>(88)</sup> acres <sup>land</sup>  
adjoining the lands of W. A. Austin, C. R. Smith & others:  
Two hundred and eighty-five acres adjoining the lands of

E. C. Hiddick and others: Certain wharf property on the  
Nausemond river in the town of Suffolk Va.

an interest  
also in the corporate assets of and in the property  
held by the ~~said~~ Suffolk Lumber Company, created  
by the subscription of \$50000.- by the said partnership in  
excess of the maximum capital of \$20000.- allowed  
by the charter of incorporation of the said Suffolk  
Lumber Company; the franchise and corporate assets of  
every kind and description of the Suffolk Lumber Company,  
consisting in part of the bed or track of the narrow  
gauge rail-road running from Suffolk towards the  
North Carolina line, with all the rails, ties, engines, cars,  
rolling-stock, tools and implements of construction, [which  
property is in the possession of or under the control  
of D. B. Cannon, agents of the said E. E. Jackson & Co  
~~and~~ as well as of the said Suffolk Lumber Company  
in the County of Nausemond] also about \$15000.- worth  
of pine lumber and ~~and~~ an interest in \$10000.- worth  
of pine woods -

Let the order of publication issue when the Attach-  
ment is returned. -

C. B. Hayden  
J. M. Wright  
Winters & Pender.

R. P.

This day C. F. Norment personally appeared before me and made oath that E. E. Jackson, #2 Wm. H. Jackson and Wilbur F. Jackson partners trading as E. E. Jackson & Co., being the same E. E. Jackson & Co. who are defendants in the Chancery cause of Norment App<sup>ts</sup> v. E. E. Jackson & Co. pending in the Circuit Court of Nausmond County, did on the 18 day of March 1880 institute an action at law ~~as~~ in the ~~Circuit~~ Supreme Court of the District of Columbia against Samuel Norment, being the same Samuel Norment who is plaintiff in the Chancery cause aforesaid of Norment App<sup>ts</sup> v. Jackson & Co. for ~~an~~ alleged breaches of the same contract which is the subject of controversy in the said Chancery cause of Norment App<sup>ts</sup> v. Jackson & Co. which said action at law is still pending in the said Supreme Court of the District of Columbia and the said E. E. Jackson & Co. are still prosecuting the same, notwithstanding the fact that they have submitted all their rights arising under the said Contract to the adjudication of the Circuit Court of Nausmond County, Virginia in the said Chancery Cause of Norment App<sup>ts</sup> v. Jackson & Co. v.<sup>e</sup> - Given under my hand this

14. day of April 1880. - Rob: R. Platts  
Comm: in Chy.  
L. F. Norment

In the Circuit Court of Hansemond County in  
the State of Virginia, in Chancery sitting,

Clarence J. Norment <sup>and</sup>  
Samuel Norment - <sup>Surety,</sup>  
Plaintiffs

vs.

Elihu E. Jackson  
W<sup>m</sup> H. Jackson <sup>and</sup>  
Wilber F. Jackson.  
trading as E. E. Jackson & Co. <sup>and</sup>  
The Suffolk Lumber Company.  
Defendants.

In the Supreme Court of the District of  
Columbia.

Elihu E. Jackson  
W<sup>m</sup> H. Jackson &  
Wilber F. Jackson  
trading as E. E. Jackson & Co.  
Plaintiffs

No. 21,728 at Law,

Samuel Norment.  
Defendant.

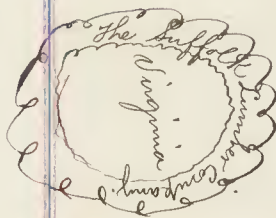
All matters & things at issue in the above  
entitled suits, now pending in the Courts  
mentioned, & all other Differences & disputes,  
whatever, existing between all of the parties  
to said suits have this day been amicably

and satisfactorily settled in full, & the  
Solicitors & Attorneys of said parties are  
hereby requested & directed forthwith to enter,  
or cause to be entered said suite as settled  
& to dismiss the same, or cause the same  
to be dismissed.

Dated this 10<sup>th</sup> day of December, 1881.

E. C. Jackson & Co.  
The Suffolk Lumber Co.

Wm. H. Jackson,  
Presdt.



Samuel Norment.  
C. F. Norment.

C. F. Norment & Co.  
vs. } In Chy.  
E. C. Jackson & Co.

Memorandum of  
Settlement

To Messrs. E. E. Jackson & Co.  
Gentlemen,

Take notice that unless you produce at the Clerk's Office of the County Court of Wausemond County before C. F. Causey Commissioner in Chancery, on or before the 22. day of September 1880, the five original letters signed by C. F. Normant or by Normant & Co. and addressed to you, bearing date respectively, Feby: 5. 1876; Mar: 10. 1876; March 13. 1876; Jan: 14. 1877 and Feb: 23. 1878 (and now in your possession or under your control, unless lost or destroyed,) for use as evidence on behalf of the Plaintiffs in the Chancery cause of Normant Assignee &c. v. E. E. Jackson & Co. &c., we shall at the hearing of the said cause rely upon secondary evidence to prove the contents of the said five original letters above mentioned.

C. F. Normant  
Assignee &c.  
by Counsel -

Suffolk Va.  
9. Sept: 1880. -

State of Virginia,  
County of Hansemond, to wit:

This day Robt. R. Pruntis personally appeared before me A. C. Withers ~~and was~~ a Notary Public in and for the said County and State and made oath that he executed the within notice by delivering a true copy thereof to Wilbur J. Kilby Attorney for C. E. Jackson Co. on the 10. day of September 1880. -

Given under my hand this 10 day of September 1880. -

A. C. Withers  
Notary Public &c.

C. F. Norment, Clerk.  
to 33 Notices to  
to 3333 produce letters.

C. E. Jackson Co.

To

Elihu E. Jackson, William H. Jackson and  
Willur F. Jackson partners trading under  
the style of E. E. Jackson Co. and as cor-  
porators of the Suffolk Lumber Company  
and the said Suffolk Lumber Com-  
pany.

You are hereby notified that  
on Wednesday the 11th. day of August  
1880 at the Clerk's Office of the County Court  
of Hansemond County in the town of Suffolk  
Virginia between the hours of 6 A.M. and  
6 P.M. of that day, we shall proceed to  
take the depositions of Charles W. Dennis  
and others to be read as evidence in our  
behalf in a certain suit in equity depen-  
ding in the Circuit Court of Hansemond  
County, wherein we 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,  
at the same place and between the same  
hours, until the same shall be completed.

C. F. Norment Assignee of  
Wm. A. Allen & Co. & Samuel Norment  
by Withers & Denton their Counsel.

27 July 1880. -

State of Virginia,  
County of Hansemonds, to wits:

This day Robt R. Prentiss personally appeared before me and made oath that he this day executed the within notice to take depositions by delivering a true copy thereof to Wilbur J. Hilby Counsel for E. E. Jackson & Co. who are non-residents of the State of Virginia.

Given under my hand this 31. day of July 1880. -

A. L. Withers  
Notary Public.

C. G. Norment Affd.

W. M. Noticed to

take Depositions.

Jackson & Co.

State of Virginia,

County of Hansemonds, to wits: <sup>3</sup> This day Simon Savage personally appeared before me and made oath that he executed the within notice as to the Suffolk Lumber Company by delivering a true copy thereof to D. B. Cannon Agent of the said Suffolk Lumber Company <sup>on the 31. day of July 1880 -</sup> this service being made in Hansemond County where the said D. B. Cannon resided. -  
Given under my hand this 9. day of August 1880. -

Robt R. Prentiss -  
Comm. in Chancery.

No 2

Saffack V<sup>o</sup> Jan 14. 1877

Mrs E. C. Jackson Dec  
Salisbury W<sup>o</sup>

Sirs,

Your letter of the 28<sup>th</sup> duly received. In reply would say that our last year's contract ~~was~~ far as we were concerned was carried out to a dot. We gave you sufficient notice by letter that we could not put the required amount. We are using every effort to put the required amount this year. I have given orders that we shall take all the leathers we can get. Show us the word and give us a chance and we will do the best we can. To be on the safe side however I now notify you that I do not think we will put over 8000 leards. This I feel certain that we can do. And I

think it more than probable that  
we can cut the whole. I want to  
be surely on the safe side. If we cannot  
cut the required amount I don't  
see how you can - the are taking  
in every Chopper we can get.  
You must not interfere with our hands.  
I care not how much wood you  
cut first so you do it right. If I could  
get it done I would cut 20000 cords this  
winter. It is as much to my interest  
as it is to yours. You frequently put  
us back on 4c of not knowing when  
we are going to cut next. We do not  
wish to complain but we are in truth  
scarce of Wood. This is why we do not  
cut more than we do. We are perfectly  
willing to be held to a strict compliance  
with our contract. And <sup>at the same time</sup> we wish you  
to understand that we shall hold you  
to the same. Very Truly Yours

Sammah

No 3

Safford Vt Feb 23. 1878.

C. E. Jackson Esq

Gentlemen -

According to an item in our contract I take this opportunity of informing you that I shall not be able to cut the amt specified in our contract namely 10,000 bds of Wood. If you have a desire to have it cut you can put in a force of men and make up the deficiency. I will cut between six and eight thousand bords if suitable timber is furnished and in such places where the wood can be hauled out. I have now between 60 & 70 men in the woods. Have counted to this time about 3500 bords. I think it more than probable that I will cut more than the above amount but merely write this to be on the safe side & come up to the requirements of our Contract.

Yours Very Truly

C. F. Stormont

Witness Our Hands

C. F. Norment.

v. 3 Letters

Jackson & Co.

Paper mailed  
No 2 & No 3 refer-  
red to in these  
depositions  
C. F. N.

Phila Jan'y 25<sup>th</sup> 1876  
C. F. Normant

Dear Sir,

Should the  
Copartnership now existing  
between W. A. Allen & your-  
self be dissolved and you  
succeed to the business

We shall require your  
father Samuel Normant to  
endorse said Contract that  
it shall be faithfully car-  
ried out. When this is  
done we will release said  
W. A. Allen from all respon-  
-sibility of said Contract & accept  
you.

Yours  
E. E. Jackson & Co

Le. F. Norment  
is { Teller & paper  
packer } Co  
No. 4

paper machine  
4 + 8 referred to  
in these depositions  
Ct. Co. —

E. E. JACKSON & CO.,  
MANUFACTURERS OF

YELLOW PINE LUMBER,

BALTIMORE OFFICE 18 WEST FALLS AVENUE,  
SUFFOLK LUMBER CO., SUFFOLK, VA.

Dressed or Worked Flooring and Bill Stuff, Specialties.

Salisbury, Md., May. 21<sup>st</sup> 1878

Mr. C. F. Horment  
Suffolk Va.

Dear Sir;

Yours of the 17<sup>th</sup> is at hand and in reply say we are just as anxious to get the wood out and shipped as you are to have it done, and have put forth every effort to that purpose, but the continuous heavy rains, as you are well aware have defeated us, for which we do not think we should be held accountable. We certainly dislike the detention of the vessels as much as you do, and most assuredly would not permit it if we could contrroll the weather, but such not being our province we must patiently submit.

Our W. H. Jackson expects to be in Suffolk the first week in June and would like very much to see you while there.

Sincerely Yours  
E. E. Jackson &  
Adams

to F. Norment

to } Letter

E. E. Jackson 160

Paper marked no 5  
referred to in their dep-  
osition C.H.C.

No. 5

WASHINGTON OFFICE,  
13th St. AND OHIO AVE.

BALTIMORE OFFICE,  
18 WEST FALL'S AVE.

SUFFOLK LUMBER CO.  
SUFFOLK, VA.

E. E. JACKSON & CO.

MANUFACTURERS OF

**YELLOW PINE LUMBER.**

*Dressed or Worked Flooring and Bill Stuff, Specialties.*

Salisbury, Md Nov 11<sup>th</sup> 1878

Normant & Co

Suffolk Va

Dear Sirs—

We want  
you to examine the wood cut  
by Ring & Bros & ourselves last season  
write us if you intend taking it  
If you want it we want you to  
have it, If you do not want it we  
do not desire to force it upon you.  
But must require an answer  
very soon. Go and look at the  
wood & give us a positive answer,  
& do so soon.

We hope settling for wood as  
in our letter will be satisfactory. In  
regard to taking the wood above alluded  
to would pay if you take part. Shall insist  
on your taking all. Hence the necessity of  
your examining it—  
E. E. Jackson & Co

Co. 7. November  
18 8. Letter

E. E. Jackson 1860

Paper marked by Co  
referred to in this depo  
sition

Ch. Co.

No. 6.

3 1/2

Walden, N. H.

Nov 20<sup>th</sup> 1890

Mr. C. M. Dennis

Dear Sir,

Wm. C. C.

reference to the delay Oct. 1890  
& I have not delayed, and in reply  
am compelled to say that there is not  
enough wood of Dennis's cutting on  
the land to load with a schooner, and  
in justice to ourselves I think it is time  
that some of our own cutting was shipped  
for we are likewise needing 'all the  
funds we can get to get along with'  
and I cannot accede to your proposi-  
tion to give him the King wood at the  
price of his.

Yours &c

D. B. Adams

C. F. Norment  
is } letter  
E. E. Jackson & Co

Paper marked No 7.  
referred to in these  
depositions —

No. 7.

We agree to release  
W. A. Allen from the within  
Contract provided Samuel  
Normant father of G. H. Normants  
in the above Contract will  
endorse the Contract & bind  
himself that said Contract  
shall be faithfully carried  
out —

$$\begin{array}{r} 158 \\ \hline 232 \\ \hline 232 \end{array}$$

$$\begin{array}{r} 291 \\ \hline 79 \\ \hline 136 \\ \hline 185 \\ \hline 717 \end{array}$$

$$\begin{array}{r} 215.60 \\ \hline 227.03 \end{array}$$

$$\begin{array}{r} 369 \\ \hline 414 \\ \hline 308 \end{array}$$

$$\begin{array}{r} 677 \\ \hline 75 \\ \hline 542 \end{array}$$

$$\begin{array}{r} 479 \\ \hline 71 \\ \hline 554 \end{array}$$

$$\begin{array}{r} 322 \\ \hline 141 \end{array}$$

$$\begin{array}{r} 541 \\ 659 \\ 659 \\ 659 \\ 659 \\ 659 \end{array}$$

$$\begin{array}{r} 2146 \\ \hline 75 \end{array}$$

65

(No: 9)

Suffolk Co. Mar. 10 1876

Messrs E. S. Jackson & Co  
Salisbury

Gentlemen:

We herewith enclose you a statement of your  $\$$  1000  
 for our books. also please find enclosed and check  
 #61. to your order to amount of Five hundred  
 reg.  $\$$  500.00 (Five hundred) which you will notice  
 includes an advance of  $\$$  100.00 on the new  
 on the road (day) as this word will necessitate  
 it alone very closely we do not at pres  
 ent care to advance any more in it. in the rough  
 mostly. We will have at the end of the season  
 about 1000 words of new words may be more. but we  
 will admit you that is if you are anxious for so. We  
 to put some out into the world and using every effort  
 to get all the word possible but in the if want more  
 scarce timber think it will be impossible to have  
 more than 1000 words. you will find it hard to get  
 more as we are using every effort to get more.

Hoping this is satisfactory and that you will acknowl  
 edge receipt of enclosure. Yrs. and Jan truly  
 P.S. please send me a bill for  
 what I owe you

M. J. Jackson

J. S. Jackson

J. S. Jackson



E. E. JACKSON & CO.,  
MANUFACTURERS OF ALL KINDS OF

(No: 10)

# Yellow Pine Lumber.

E. E. JACKSON.  
W. H. JACKSON.  
W. F. JACKSON.

Framing, Box Boards, Dressed Flooring, &c.

ALSO

N. C. and Md. Shingles Always on Hand.

Salisbury Md.,

1876

My dear Sir,  
We are in receipt  
of yours of the 11th inst. with regard to the  
lumber which please accept thanks.  
We have made deduction in the price  
of the lumber on account of the quality  
and don't propose to have it called any  
further than to let out the same rough  
and defective pieces. We have instructed  
Mr. Cannon accordingly and if called  
any further than as stated we will  
not permit any more to be shipped  
but will demand a settlement in full  
for all that has been shipped at  
the original price. If you repeat to

and all that has slipped the net and  
 looks weather beaten we reject and  
 will not permit it to go any further. If  
 you take one load we want you to take  
 all and want you to write us immediately  
 on receipt of this whether or not

you intend shipping us have direct  
 ed. it not we want to make a val-  
 uement to commence shipping over  
 if you intend shipping over  
 in's and next month of  
 money for it. In regard  
 we say that we know nothing of any kind  
 but the debts that have been paid.

We would like to hear your advice every effort  
 possible in getting your word to get in  
 up to the 10,000 cords and endeavor to have  
 it certified that there will be no selling  
 for we are really tired of such business.

Very truly,  
 E. E. Johnson

E. E. Johnson  
 Mich. 14. 1876

Dalshing

Thy

This is paper, No. 10.  
 mentioned in the testimony  
 of James W. Beacham.

(over)

No. 1

二

March. 13<sup>th</sup> 6

Mr. E. E. Jackson  
Lalishung

Salisbury

ing

Gentlemen:

We write you for information as to your understanding in  
respect to new words. Do you mean to ~~not~~ accept our measure-  
ment in the words? or have some remeasured after reaching  
the R. R. If the latter we would call your attention to the man-  
ner in which they are running it along the Rail Roads. & for  
if continued you will be required to deduct a great deal  
in % of loss of storage. as it is being run & coo shamefully, have  
called Mr C's attention to it but nothing done as yet. We also  
would call your attention to the timber our cutters are  
working in as we fear if you do not supply us with better  
we will not be able to get 800 cords. our cutters are leaving  
in % timber being so mean. Gentlemen please fix this mat-  
ter so that we can get at least 800 cords any how. though if  
we should fall short of that amount you will indy have your-  
selves to blame. and we will find far short of our calculation  
hoping that you will give this matter your attention  
Please favor us with an early reply. We are yours truly  
Augustus Lee Jr. & Co.





No. 12.

Filed with the deposition  
of J. D. Buchanan  
in  
Chambers  
Justice of the Peace  
County

PETER B. PRENTIS,

Clerk of the County and Circuit Courts  
of Nansemond County,

SUFFOLK, VA.





Mr. White & Garnett  
Atty, at Law  
Norfolk  
Va

Normant & Co

To E. E. Jackson & Co Dr

To \$3250 1/4 Cords wood shipped from  
 June 27 1876 to Dec 31 1876  
 (Cut for Normant & Co) @ \$3.25 10563.31  
 To \$4191 Cords wood shipped from  
 Jan 1 1877 to Dec 31 1877  
 (Cut for Normant & Co) @ \$3.25 13620.75  
 To \$867 Cords wood shipped from  
 Jan 1 1877 to Dec 31 1877  
 (Cut for King Bros) @ \$4.00 3468.00  
 To \$10 1/2 Cords wood shipped from  
 Jan 1 1877 to Dec 31 1877  
 (Cut for E. E. Jackson & Co) @ \$4.00 42.00  
 To \$19 3/4 Cords wood shipped from  
 Jan 1 1877 to Dec 31 1877  
 (Cut for E. E. Jackson & Co) @ \$3.25 64.19  
 Or 27758.25  
 By Tell amt of Drafts from Jan  
 27 1876 to Dec 31 1877 27758.25

To \$1159 3/4 Cords wood shipped from  
 Jan 1 1878 to Dec 31 1878  
 (Cut for King Bros) @ \$4.00 5839.00  
 To \$671.5 Cords wood shipped from  
 Jan 1 1878 to Dec 31 1878  
 (Cut for Normant & Co) @ \$3.25 2192.25  
 Or 27760.25  
 By Tell amt of Drafts from Jan  
 1 1878 to Dec 31 1878 27760.25

1878  
 Nov 27 To 900 3/4 Cords wood for Normant & Co @ \$3.25 2927.44  
 Dec 29 " 217 " " " for Same @ 3.25 705.25  
 Dec 16 " 28 1/2 " " " for Same @ 3.25 92.62  
 " 27 " 29 1/2 " " " for Same @ 3.25 95.87  
 " " 148 1/2 " " " for King Bros @ \$4.00 594.00  
 " " 171 " " " cut for Normant & Co 3.25 555.75  
 " " 118 " " " for Same 3.25 383.50  
 " 30 " 229 3/4 " " " for Same 3.25 746.69  
 " " 44 " " " for E. E. & Co 4.00 176.00

1879  
 Jan 11 " 909 1/4 " " cut for Normant & Co 3.25 294.94  
 " 13 " 118 1/2 " " " for Same 3.25 385.12  
 " 28 " 62 1/2 " " " for Same 3.25 203.12  
 Or 771.60 30

1878  
 Dec 3 By Draft at 60 days 741.48  
 Sep int 10.23  
 751.71  
 " 5 By Draft at 30 days 525.00  
 " 8 " Draft " 30 " 650.00  
 " 13 " Draft " 30 " 650.00  
 " 26 " Draft " 30 " 520.00  
 " 29 " Draft " 30 " 682.50  
 " 31 " Draft " 30 " 650.00

1879  
 Jan 6 " Draft " 30 " 720.00  
 " 10 " Draft " 30 " 588.75  
 " 28 " Draft " 30 " 620.00  
 Feb 2 " Draft " 30 " 585.00  
 " 44 Cords wood not shipped but  
 included in foregoing accounts  
 (Cut for Normant & Co) @ \$3.25 143.00  
 Bal due 7045.50  
 11148.00

1879  
 Feb 13 To 205 Cords wood Cut for Normant & Co  
 Mar 10 " 185 " " " for Same  
 " 22 " 82 " " " for Same  
 Apr 11 " 72 1/2 " " " for Same  
 " 23 " 62 1/2 " " " for Same  
 May 8 " 56 1/2 " " " for Same  
 " 32 " 182 1/4 " " " for Same  
 June 5 " 24 1/2 " " " for Same  
 " 16 " 32 " " " for Same  
 " 20 " 191 1/4 " " " for Same  
 July 10 " 17 3/4 " " " for Same  
 " 14 " 261 1/2 " " " for Same  
 1372 3/4 Cords wood @ \$3.25 4461.44

1879  
 Mar 3 To 192 Cords wood Cut for King Bros  
 " 10 " 24 " " " for Same  
 " 22 " 182 " " " for Same  
 Apr 12 " 200 " " " for Same  
 " 17 " 169 1/2 " " " for Same  
 " 29 " 200 " " " for Same  
 May 12 " 107 " " " for Same  
 " 29 " 88 " " " for Same  
 " 31 " 181 1/4 " " " for Same  
 June 5 " 30 " " " for Same  
 " 19 " 148 1/4 " " " for Same  
 July 7 " 135 " " " for Same  
 " 14 " 8 1/2 " " " for Same  
 1645 1/2 Cords wood @ \$4.00 6582.00

1879  
 Mar 16 To 158 1/4 Cords wood Cut for E. E. & Co  
 " 22 " 36 " " " cut for Same  
 " 29 " 205 " " " " for Same  
 Apr 4 " 198 " " " " for Same  
 " 11 " 117 " " " " for Same  
 " 23 " 120 " " " " for Same  
 " 25 " 142 " " " " for Same  
 May 8 " 123 " " " " for Same  
 " 12 " 58 " " " " for Same  
 " 22 " 21 " " " " for Same  
 " 29 " 114 1/2 " " " " for Same  
 June 5 " 120 1/4 " " " " for Same  
 " 16 " 113 1/4 " " " " for Same  
 " 19 " 30 3/4 " " " " for Same  
 July 7 " 23 " " " " for Same  
 " 10 " 159 3/4 " " " " for Same  
 " 14 " 21 " " " " for Same  
 1760 3/4 Cords wood @ \$4.00 7043.00  
 18201.24

By Draft at 30 days 656.25  
 1879 " " at 30 " 768.00  
 Mar 14 " " " 30 " 617.25  
 " 16 " " " 30 " 633.00  
 " 22 " " " 30 " 1138.50  
 " 29 " " " 30 " 820.00  
 Apr 4 " " " 30 " 792.00  
 " 11 " " " 30 " 703.62  
 " 24 " " " 30 " 800.00  
 " 17 " " " 30 " 678.00  
 " 24 " " " 30 " 683.12  
 " 25 " " " 30 " 568.00  
 " 29 " " " 30 " 800.00  
 May 8 " " " 30 " 675.62  
 " 12 " " " 30 " 660.00  
 " 22 By Tell amt of Drafts at 60 and  
 90 days on Normant & Co 675.90  
 " 29 " Draft at 30 days 811.41  
 " 31 " " " 30 " 725.00  
 June 5 " " " 30 " 680.62  
 " 16 " " " 30 " 557.00  
 " 19 " " " 30 " 716.00  
 July 4 " " " 30 " 621.56  
 " 7 " " " 30 " 632.00  
 " 10 " " " 30 " 706.69  
 17119.95  
 1081.29

But due if all drafts were  
 paid.  
 1950.25  
 5046.64  
 Costs of Postage

Entered E. E. J.  
 filed with  
 Answer of E. E. Jackson & Co  
 to the Original Bill of  
 Normant & Co.

1880  
 All 12<sup>th</sup> filed  
 C.H.