

1883-010

Nansemond Co. (Suffolk)

Chancery Causes: George A Lathrop vs Wells, Boone & Co et al

Gwaltney, Jones, Powell, Webb, [George A. Lathrop & Co], Wells, Boone, Jackson, Prentiss

List of property delivered to John L Fulgham Esq. of
Harrison and County, and receiver in the Chancery suit of
Geo A Lathrop & Wells Borne &c. pending in the Circuit
Court of said County, by Equine Swatney one of the defendants
in said suit, to wit: 4 Small Cup pans, 1 Large Do. 2 half
gallon cans, 2 wash basins, 1 doz tin plates, 10 tin dippers
1/2 doz tin cups, 1/2 doz oil cans, 1/4 Do Lute, 8 Tin Buckets
3 half Do. 2 gal. coffee pots, 2 qt. Do, 2 Gal Milk strainers
25 papers Smoking tobacco, 3 over all jackets, 6 D Shirts
1/2 doz Buck Gloves 1/2 doz Suspenders, 4 cans of Lobsters, 25
qt sacks of Table salt, 12 papers starch, 1/4 gross matches
5 Bottles shoe polish, 1 1/3 lb Blk pepper, 10 Meal Sieves
5 flesh forks 4 pr Ladies Hair C D Tresser &c, 5 pr Gloves.
1/2 doz sun henge Lamp burners, 1 small revolving show
case 1/2 doz Eps Ginger 1 3/4 doz Ess peppermint, 1 1/4 doz
Ess cinnamon, 1/2 doz fur Gloves, 5 Lewis wrapping
paper, 5 do. small do. 26 lb Roasted Coffee, 1 Spool
Cotton Cabinet 1/2 doz Spools Cotton, 11 Boxes Musket
Caps, 1 show case, 4 lb Black Tea, 9 lb rice 8 lb shot
1 small box pepper, 2 lb Salt Petre, 1/4 lb. nutmeg 1/3 doz
Spools Blk Cotton, 1 small live Rail road snuff. 1 small
gas & snuff, 1 hand Lamp, 11 lb. Tobacco, with Box, 10
pr striped Childrens Hose, 1 doz Womens Gloves, 1 lot
of Envelopes, 1 Keg of Powder, 24 lb Grop, 8 lb of ground
pepper grop, 1 Molasses Cask, & faucet. 1 Datto, with same.
1 Do. with Lycop, 1 Box of Twine 1 Keg 1/2 full of Gun, 2 Bottles
wine 4 Beer mugs, 1/2 doz Glass Tumblers 1/2 doz Prop.
Faucets 1/2 doz Ironed Books, 1 Vinegar Keg.

J L Fulgham Esq

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY - GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *J. W. Wells, Nathan Boone and Samuel Jackson, late merchants and partners, under the name and style of Wells, Boone & Co. Squire Gwaltney, Wm. Madison Jones, J. J. Powell, Joseph P. Webb and Robert R. Prentis, Trustees, and as Receivers of the Circuit Court of Nansemond County, Virginia.*

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 *June* next to answer

a *Bill in Chancery, exhibited against them*
in the said Court by *Geo. A. Luther,*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *14th* day of *May* 1883, in the *107th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo:

To enjoin and restrain the Defendants, Wells, Boone & Co; Squire Gwallter, Mamaduke Jones^{and} J. J. Powell, their agents and all others, from selling or otherwise disposing of the stock or any part thereof, of groceries, liquors, notions and general merchandise for sale, in the store house of Mr. Jones, on Washington Street, in the Town of Saffolk, and receive of same and deliver to the said Gwallter, Jones and Powell - and the Sheriff of Monmouth County is hereby appointed a Receiver and ordered, as such to take possession and have subject to the orders of the Court of such portion of said stock as may not have been taken possession of by Robert R. Prentiss, under his authority as Receiver, conferred by the supradict order of Hon. C. W. Mansfield, or by the said Jones and Powell, under the Bill of Sale^{from} Wells, Boone & Co. referred to, in the Bill.

Teste:

Peter B. Prentiss, Clerk

Edgar Allen - p. 9

Geo. A. Lathrop

vs
Sullivan, Clay &

(Wells, Boone & Co. vs)

June 25, 1883.

Pro: B. H. 1. page
C. W. Co.

Executed and a copy hereof delivered to each of the parties defendant - and I have received from Squire Gwallter one of the said defendants, the article, enumerated in the list filed within.

J. L. Fulghum Sff

Know all men by these presents, that we, Geo. A. Lathrop and Edgar Allan are held and firmly bound unto J. W. Wells, Nathan Boone and Leonard Jackson, late merchants and partners, doing business, under the style and firm name of Wells, Boone & Co; Squire Gwatney, Mammuke Jones and J. J. Powell, in the sum of Five hundred dollars, to the payment whereof well and truly to be made to _____, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated this 14th day of May, A.D. 1883.

And we hereby waive our homestead exemption as to this obligation. The Condition of the above Obligation is such, that whereas the said Geo. A. Lathrop, on his Bill in Chancery against the said Wells, Boone & Co; Squire Gwatney, Mammuke Jones and J. J. Powell &c.

addressed to the Honorable George Blair, Judge of the Circuit Court of Hanover County, Virginia, has obtained from the Hon. B. R. Wellford, Jr. Judge of the 7th Judicial Circuit, an injunction, to enjoin and restrain the said Wells, Boone & Co; Squire Gwatney, Mammuke Jones and J. J. Powell, their Agents and all others, from selling or otherwise disposing of the stock or any part thereof, of groceries, liquors, notions and general Merchandise, formerly in the store house of M. Jones, on East Washington Street, in the Town of Suffolk, and recently delivered to the said Gwatney Jones and Powell. The Sheriff of Hanover County of Massachusetts being thereby appointed Receiver, and ordered as such to take possession and hold, subject to the future order of the Court, of such portion of said stock as may not have been taken possession of by Robt. R. Deantos, under his authority, as Receiver, conferred by the injunction order of Hon. C. W. Woodward, in the Bill referred to, or by the said Jones & Powell under the Bill of Sale from Wells, Boone & Co; referred to in the Bill. And whereas it is provided by the order of the said Judge, awarding the said injunction, that the Sheriff shall not have the benefit thereof, until bonds shall be executed by him or some one for him, with good security to be approved by the Clerk of the said Circuit Court of Massachusetts, in the penalty of \$500, conditioned to pay all costs, which may be awarded against him and all damages which may be sustained by any person by reason of the injunction should the same be hereafter dissolved.

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

Witness my hand and seal, this 14th day of May, 1883, at Suffolk, Va. Geo. A. Lathrop
Edgar Allan, his Atty. in fact
The Circuit Court of Hanover County

Wells, Bone & Co. Ltd

May 14th: 1883
Speciated Helian

Know all Men by these presents
that I, Geo. A. Lathrop of Richmond, Va.
have made constituted and appointed
and do hereby make constitute and appoint
Edgar Allan, to be my true, sufficient
and lawful Attorney, for me and in
my name, place and stead, to sign, seal,
execute and deliver any bond that may
be required to be executed before the Clerk
of the Circuit Court of Hansemond County,
Virginia, under an injunction order awarded
by B. R. Wellford, Judge of the Circuit Courts
for the Judicial Circuit on the petition
of Geo. A. Lathrop & Co., against Wells, Boone
& Co., Squire ^{Gwaltney} ~~Gwaltney~~ and others, said order
directing the Sheriff of said County to take
possession of certain merchandize now
in possession of said Squire ^{Gwaltney} ~~Gwaltney~~;
giving to my said Attorney full power and
authority, for me, in my name place and
stead to do all lawful acts which may be
necessary to be done in and about the
premises as fully and effectually, to all
intents and purposes as I, the said Geo. A.
Lathrop might or could do if personally present.

Hereby ratifying and confirming
all lawful acts done by my said
Attorney by virtue hereof. Witnesses

my hand and seal this 12th day of
May, 1883.

~~Geo A Lathrop~~

G A Lathrop

Seal

Seal

Virginia,

City of Richmond to wit:-

I J. R. V. Daniel, a Notary Public
in and for said City, in the State of
Virginia do hereby certify that Geo:
A. Lathrop, whose name is signed to
the foregoing power of attorney bearing
date the 12th day of May, 1883, hath
acknowledged the same before me
in my said ~~City~~ City; and I do further
certify that the said George A. Lathrop
made oath before me that after paying
his own debts and the debts of others
for which he is bound and expects
to have to pay, he is worth the sum of
Two Thousand Dollars.

Given under my hand
this 12th day of May, 1883.

J. R. V. Daniel. N.P.

Geo. A. Lathrop } Power
to } of
Edgar Allan } Attorney.

George A. Lathrop

v.

J. W. Wells, Nathan Boone and Lemuel Jackson late merchants & partners under the name and style of Wells, Boone & Co., Squire Swatney, Marmaduke Jones, J. J. Lowell, Joseph F. Webb and Robert R. Prentiss Trustees and as Receivers of the Circuit Court of Hansemond County, Virginia. -

On the motion of the complainant this cause is dismissed and ordered to be stricken from the docket. -

Geo. A. Lathrop

N. 3/4 DEC 20.

Wells, Boone & Co. V.

We consent
Robt. J. Prentiss, p.d.

Edgar Allen by
C. H. Leamy - 11/5

To be entered
Geo T. Bloo.

16. Oct '83

Entered O.B. No. 1 page 440

disrupted

Jos. P. Webb
v. $\frac{3}{3}$ In Chancery
Wells, Boone & Co. and others.

The undersigned counsel representing all the parties to the said Chancery cause hereby authorize Robert R. Prentiss Receiver, to make either public or private sale of the Flour, liquors, tobacco, molasses and other goods, taken by him from the possession of Squire Gwatney, for the best prices obtainable therefor. - The proceeds of the said sale are to be used for the indemnification of Joseph P. Webb by reason of his endorsement of the note in the bill described. - None of the rights of the said Joseph P. Webb by virtue of the deed of trust from Wells, Boone & Co. to Rob. R. Prentiss ^{or of Mr. Jones} Trustee, are to be in any way prejudiced by reason of the sale hereby authorized and directed.

Witness my hand and seal.

Minut Migg's atty.
for Squire Gwatney &
Wells, Boone & Co.

R. H. Rawles atty for

Mr. Jones.

4 May 1883.

Atty for Jos. P. Webb -

Wilbur J. Kilby
atty. for Squire
Gwatney

Exhibit No. 1.
with Censure of
Jos. P. Webb.

The Answer of Joseph F. Webb to a bill in chancery exhibited against him and others in the Circuit Court of Nansemond County by George A. Lathrop. -

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

That on the 8th day of June 1882 at the request of Wells, Boone & Co. he endorsed for accommodation a ~~note~~ note negotiable for \$350. - drawn by J. W. Wells and endorsed by Wells, Boone & Co. - The said note was discounted by the Commercial Bank of Suffolk. It was understood and agreed that the said note was to be curtailed and renewed from time to time. - In order to indemnify this respondent and save him from risk of loss by reason of his said endorsement the said Wells, Boone & Co. executed the said deed of Trust, (Exhibit "B" with the bill). - Immediately after its execution on the 8. day of June 1883 the said deed of trust was duly admitted to record in the

Clerk's Office of Nausemond County Court.
By virtue of the express provisions of the said
deed of trust this respondent had no right to
require the Trustee to sell the said property
conveyed in said deed of trust, until he should
be compelled to pay or should pay the said
negotiable note or any part thereof, or any note
given in renewal or continuation of the said
note in whole or in part. - The said
Wells, Boone & Co. curtailed and renewed the said
note from time to time until it was reduced
to \$175.00. - Thus the matter stood when
this respondent learned that the said Wells,
Boone & Co. were insolvent and had attempted
to transfer the said stock of general mer-
chandise covered by the said deed of trust to
Squire Grattney and Marvaduke Jones. - There-
upon he applied for an injunction to restrain
the said Grattney and Jones from disposing
of the goods in their possession, which was
awarded, and a Receiver was appointed to
take into possession a sufficient quantity of the
said goods to indemnify and secure this res-
pondent against all loss by reason of his en-
dorsement of the note ~~in the~~ aforesaid. -
The said injunction was perfected, and the Receiver
took a portion of the said goods into possession.
Afterwards on the 4. day of May 1883 and before

* But even if he had have done so, this respondent avers
* that he had the right to release any or all of the said
stock of merchandise from the view of the said deed of trust,
if he had chosen to do so, and it would not be a matter of
which the complainant would have any right to complain.

the institution of this suit, it was mutually agreed in writing between this respondent, Squire Gwatney, Wells, Boone & Co. and Mr. Jones, that Robert H. Prentiss, Receiver should make either public or private sale of the goods in his possession and apply the proceeds thereof to the indemnification of this ~~said~~ respondent by reason of the endorsement aforesaid. The said Agreement in writing is herewith filed marked Exhibit No. 1. and asked to be read as a part of this answer.

It is true that the said Wells, Boone & Co. remained in possession of the said stock of goods after the execution of the said deed of trust, and this they had a right to do under the provisions of the said deed, until they made default in the payment of ~~received~~ the said note, but this respondent utterly denies that he either expressly or impliedly permitted them to sell or dispose of any part of the property covered by the said deed of trust, and if the said Wells, Boone & Co. disposed of any part of the said property they did so in fraud of this respondent's rights and without his consent.* This respondent denies that the said Wells, Boone & Co. purchased the liquors for which the acceptance described in the complainant's

bill was given after the execution of the said deed of trust.

This respondent's connection with this matter has been perfectly fair, open and bona fide. - The said note was endorsed without consideration paid to this respondent, and merely for the accommodation of the said Wells, Burnet & Co. and the said deed of trust had no other purpose or object than that expressed upon its face - the indemnification of this respondent. - And the said deed of trust was immediately recorded in order that the public might have full and legal notice of the transaction. -

This respondent avers and claims that the said deed of trust created a lien upon all the ^{said} stock of merchandise, ~~for payment of the said~~ of which the complainants had legal notice, and he also avers and claims that by virtue of the agreement dated 4 May 1883 and herewith filed, he is absolutely entitled to the proceeds of the goods taken by Robert N. Prentiss, Receiver, and asks that the same be applied, without further delay, to the payment of the said note, so as to indemnify him from all risk of loss by reason of the endorsement aforesaid. -

This respondent utterly denies ~~that~~ all that the said deed of trust dated 8. June 1882 was made with intent to hinder, delay or defraud the creditors of Wells, Boone & Co.; and utterly denies that the said deed is ~~capable~~ of any construction ~~showing that the said Wells, Boone & Co. were entitled to remain in possession of the goods~~ void *per se*, or that there is any language in it manifesting any fraudulent intent, ~~or that~~ and avers that the whole transaction was a customary and usual one, in which the grantors in the deed, remained in possession of the property until they should make default in the payment of the debt secured. -

This respondent denies all fraud, unlawful combination and confederacy. -

And having fully answered prays to be hence dismissed with his reasonable costs in this behalf expended. -

And he will ever pray &c.

Robt. H. Prentiss.
P. A.

Jos. P. Webb

State of Virginia,
County of Hansemond, to wit:

This day Joseph P. Webb, whose name is

signed to the foregoing bill made oath before
me that the statements of fact therein contained
so far as made of his own knowledge are
true, and so far as made from knowledge
or information derived from others he believes
them to be true. - Given under my hand
this 29. day of June 1883. -

Robt. D. Prentiss.
Commissioner in Chancery

Geo. A. Lathrop.

Answer of
M M Jos. J. Webb.

Wells Boone & Co.

1883. July 2nd. Filed
clerk

The answer of M Jones to a bill in Chancery exhibited against him and others in the Circuit Court of Nassau and County by George A. Lathrop.

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

That it is true that the said Wells Brune & Co did on or about the day of 1883 sell and deliver unto him for a valuable consideration two barrels of whiskey and one barrel of gin, the said consideration being the sum of \$166 $\frac{23}{100}$ which this defendant paid to Wells Brune & Co as follows:- on the 6th day of February at the request of Wells Brune & Co this defendant endorsed for accommodation a negotiable note for \$165 $\frac{88}{100}$ drawn by Wells Brune & Co and payable to the said M. Jones or order sixty days after the date thereof at the Farmers Bank of Nassau and County in Suffolk which said note was discounted by said Bank and the net proceeds thereof placed to the credit of

Wells Brune & Co and the money from the said note was drawn by them and used in their business connected with the said store and stock of goods: and when the said note afterwards became due according to the tenor and effect thereof, the said Wells Brune & Co failed to pay the same, whereby the said M. Jones being the only endorser thereof, became liable to the said bank for the full payment of the same, which he then paid in full, together with thirty five cents interest thereon, at the demand of the said Bank and at the special instance and request of the said Wells Brune & Co: in consequence of which the said Wells Brune & Co became liable to this defendant for that amount to wit $\$166\frac{23}{100}$ and being so indebted to this defendant, the said Wells Brune & Co openly and in good faith sold and delivered to this defendant the whiskey and gin aforesaid as payment for, and in full discharge of their indebtedness to him as aforesaid. The said whiskey and gin being worth about $\$150$ or $\$165$.

This defendant's connection with this matter has been perfectly fair, open and bona fide. The said note was endorsed without consideration paid to this defendant and merely for the accommodation of the said Wells Brone & Co.

This defendant utterly denies that the said sale of the said Whiskey and gin to him was made with the intent to hinder delay or defraud the Creditors of Wells & Brone & Co., and utterly denies that the said sale is void; and he denies all fraud, unlawful combination or ~~conspiracy~~ confederacy.

The said George A Lathrop had no lien of any kind whatsoever on the goods sold to this defendant at the time of the sale and delivery: nor had he any claim or title thereto: nor has he any right to complain of the said sale to this defendant. And having fully answered, this defendant prays that the injunction in this cause so far as it restrains him ~~may~~ or his agents may be wholly dissolved and that he may be hence dismissed with his reasonable costs in this behalf expended. And he will ever pray &c

R H Rawles

p.d.

Wm. Jones

George A. Lathrop

to

Wells Bromwell & Co

Answer of Defendant
at M. Jones.



This Deed made, this Eighth day of June, A.D. 1882, between J. W. Wells, Nathan Boone and Samuel Jackson, merchants and partners trading as Wells, Boone & Co. of the first part, Robert R. Prentiss, Trustee, of the second part, and Joseph P. Webb, of the third part, all of the Town of Suffolk, in the State of Virginia: Whereas the said Joseph P. Webb has endorsed for accommodation, a certain negotiable note for the sum of Three Hundred and fifty dollars, bearing even date with this Deed, and payable sixty days after date at the Commercial Bank of Suffolk, drawn by J. W. Wells, payable to the said Wells, Boone & Co. and endorsed by them in blank, which said note it is contemplated to renew from time to time; And Whereas the said J. W. Wells is desirous to indemnify and secure the said Joseph P. Webb against all loss by reason of his endorsement aforesaid:

Now therefore this Deed witnesseth, that in consideration of the promises and for the further consideration of One dollar to them in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Wells, Boone & Co. do assign, grant, bargain, sell and convey unto the said Robert R. Prentiss, Trustee, and his assigns, all their stock of groceries, liquors, notions and general merchandise, now in stock or hereafter purchased by them - The said Wells, Boone & Co. at present, being engaged in a general mercantile business on East Washington Street, in the Store house owned by M. Jones, Esq.:

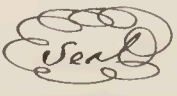
In Trust nevertheless, to secure the payment of the said negotiable note or any renewals or continuations of the same, which may be substituted therefor, or for any part thereof, and if the said Joseph P. Webb or his assigns shall be compelled to pay, or shall pay at or after maturity, the said negotiable note or any part thereof, or any note

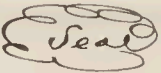
or notes given in renewal or continuation of the said note, in whole or in part, then, and in either event, the said Joseph P. Webb or his assigns may require the said Robert R. Prentiss, Trustee, to sell the said property, in pursuance of the terms of this Deed. If a sale be required by the said Joseph P. Webb or his assigns, the said Robert R. Prentiss, Trustee, shall, after fixing the time and place of sale at his discretion and advertising the same for ten days, in some newspaper printed in Suffolk, sell the said property at public auction for cash, and out of the proceeds of such sale, shall pay, first, all costs and expenses attending the execution of this trust; secondly, shall pay to the said Joseph P. Webb or his assigns, the amount then due upon the said notes together with the lawful interest thereon, and the balance, if any, shall pay to the said Wells, Boone & Co. or their assigns. In case of a sale, the Trustee shall be entitled to a Commission of five per centum on the gross proceeds of sale.

Witness the following signatures and seals.

Teste

Will Brennan

J. W. Wells 

Nathan Boone 

Samuel Jackson 

State of Virginia

County of Hanover, to wit:

I, A. C. Withers, a Notary Public, in and for the County of Hanover, in the State of Virginia, do certify, that J. W. Wells, Nathan Boone and Samuel Jackson, whose names are signed to the writing above, bearing date the 8th day of June, 1882, have acknowledged the same before me, in the County aforesaid.

Given under my hand, this 8 day of June, 1882.

A. C. Withers,
Notary Public, &c

In the Clerk's Office of Nantsemond County Court, the 8th day of
June, 1882.

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

Teste:

Peter B. Prentiss, Clerk.

A Copy:

Teste:

Nantsemond County Court

Clerk's Office, April the 26th: 1883

Peter B. Prentiss, Clerk.

Wells, Boone & Co: Xmd
To & Copy Deed of Trust
Robert R. Kentis, Trustee, for Joseph P. Webb

Exhibit B.

NO PROTEST.
Take this off before presenting.

\$473 ²⁵/₁₀₀



Richmond Dec. 18 1882

Four months after date Pay to
the order of ourselves

Four Hundred and seventy-three ²⁵/₁₀₀ Dollars

Value received and charge the same to account of

To Messrs. Wells, Boone & Co.,
No. (453) Suffolk

Geo. A. Lathrop & Co.

Exhibit- ~~A~~^{"B"}
filed as a copy of the
acceptance referred
to in Bill

To the Hon. Geo. Blow, ^{sr.} Judge of the
Circuit Court of Nausemond County, Virginia.

Humblly complaining, sheweth unto
your Honor, your Orator, George A. Lathrop,
(carrying on business in the City of Richmond,
Virginia, under the style and firm name of
George A. Lathrop & Co.,) that he is a creditor
to a large amount, to wit: the sum of Four
Hundred and Seventy-three and $\frac{25}{100}$ Dollars,
of J. W. Wells, Nathan Boone and Samuel Jackson,
(late merchants and partners, doing business
in the Town of Suffolk, Nausemond Co., Virginia,
under the style and firm name of Wells, Boone
& Co., as evidenced by their acceptance for that
amount on Dec. 18th 1882, payable four months
after date, (a copy of which is herewith filed
marked exhibit "A" and prayed to be taken
and considered as part of this Bill, the same
being now due and unpaid.

Your Orator further states that prior
to the date of said acceptance, to wit: on the 8th
day of June, 1882, the said Wells, Boone and
Jackson, made and executed to one Robert
R. Prentiss, Trustee, a certain deed of trust, con-
veying "all their stock of groceries, liquors, notions
and general merchandize, now in stock or
hereafter purchased by them; - that said deed
was executed "In trust to secure the payment
of a certain negotiable note for the sum of \$350⁰⁰/₁₀₀

bearing even date with said deed and payable 60 days after its date, and payable to the order of one J. P. Webb, by whom it was endorsed for the accommodation of the makers thereof; and said trust deed further contained this proviso: "if the said Joseph P. Webb or his assigns shall be compelled to pay or shall pay at or after maturity, the said negotiable note or any part thereof, or any notes given in renewal or continuation thereof, then the said Joseph P. Webb or his assigns may require the said Robert R. Prentiss to sell the said property" &c., all of which will more fully appear by a certified copy of said deed, herewith filed marked exhibit "B" and prayed to be taken and considered as part of this Bill.

And your orator further states that at the date of the execution of said trust deed the said Wells, Boone & Co., were in possession of a stock of groceries, liquors, notions^{&c} and general merchandize largely exceeding in value the debt created by said negotiable note; that the title to the same passed from the date of said deed to the Trustee, who himself wrote the said deed of trust, and thereby had notice and accepted the trust; that the said Joseph P. Webb resided near the said Wells, Boone & Co., in the Town of Suffolk, aforesaid,

that the said Robert R. Prentiss, Trustee and Joseph P. Webb, the ceteri qui trust permitted the said Wells, Boone & Co., to remain in possession of the property so conveyed as aforesaid and to carry on the business of the firm and sell and dispose of the same as though no lien had been created thereon, until after the said Wells Boone and Co. had purchased from your Orator, a stock of liquors for which the acceptance aforesaid for \$473 $\frac{25}{100}$ was given.

And your Orator further states that on or about the 1st day of April, 1883, the said Wells, Boone & Co., made a pretended assignment, sale or transfer of all their stock of liquors and merchandize to one Squire ^{Gwaltney} ~~Gwaltney~~, in the Town of Suffolk aforesaid, including a large part of the liquors purchased of your Orator; whereupon the said Joseph P. Webb obtained from the Hon. C. W. Murdaugh, Judge of the Corporation Court of Portsmouth, Va., an order "to enjoin and restrain the said Wells, Boone & Co., Squire ^{Gwaltney} ~~Gwaltney~~, Marmaduke Jones, J. F. Powell and Robert R. Prentiss, Trustee, their agents and all others, from selling or otherwise disposing of the stock of groceries, liquors, notions and general merchandize, or any part thereof, formerly in the store house of M. Jones, on East Washington Street, Suffolk and recently removed & delivered

to said Squire Gwathmey, and appointing
the said Robert R. Prentiss, a Receiver to take
and hold such part of said stock as should
be sufficient to secure the payment of a
balance of \$175⁰⁰ then alleged to be due
upon the negotiable note endorsed by Jos.
P. Webb as aforesaid.

Your Orator is advised and believes
^{and therefore charges} that the said Barnarduke Jones and J. J.
Powell have taken possession of part of said
stock of goods under a pretended bill of sale
from said Wells, Boone & Co.; that the same
was made without considerations deemed
valuable in law and for the purpose of
hindering, delaying and defrauding
the bona-fide creditors of said Wells, Boone
& Co.

In fact your Orator avers and contends
that each and every the transactions complained
of, to wit: - the trust deed to R. R. Prentiss, of
June 8th 1882 and the pretended sales to
Squire Gwathmey, ~~and~~ M. Jones and J. J.
Powell were made with the intent to hinder
delay and defraud the creditors of said
Wells, Boone and Co., and as such are ~~void~~
absolutely null and void in law; that by
the very terms of the said trust deed, the fraud
complained of is apparent on its face; that the
conveyance of the stock on hand "or hereafter

purchased by them, is capable of no other construction than a right on the part of the grantors to continue the possession of said goods, to sell the same and to purchase ~~others~~ for the business neither closed or suspended by the pretended change of title thereto; and your Orator therefore claims that said trust deed is ~~either~~ void per se, for the manifest fraudulent intent ~~upon~~ with which it was executed; and that both said deed and the several pretended bills of sale should be declared null and void.

In tender consideration whereof and forasmuch as the said Wells, Boone & Co and Squire ^{Gwaltney} ~~Gwaltney~~ are hopelessly insolvent and your Orator is without remedy save in a Court of Equity, where such matters are alone cognizable and relievable, to the end therefore that &c. he prays that the said J. W. Wells, Nathan Boone and Samuel Jackson (late merchants & partners under the name & style of Wells, Boone & Co.; Squire ^{Gwaltney} ~~Gwaltney~~ ^{Jos. P. Webb} ~~Gwaltney~~, Marinda Duke Jones, J. J. Powell, and Robert R. Prentiss Trustee and as Receiver of the Circuit Court of Nausemond County Virginia, may be made parties defendants to this Bill and that each be required to answer on his corporal oath the allegations contained herein as fully & specifically as if again repeated and they were specially

interrogated thereon; that each of said parties, their agents, Attorneys and all others may be enjoined and restrained from selling or otherwise disposing of said stock of groceries, liquors, notions and general merchandise or such part thereof as may have come into their possession, until the further order of your Honor's Court; that the Sheriff of the County of Nantucket or some other fit and proper person having no interest in the controversy may be appointed a Receiver to take charge of said stock of goods &c; that the said trust deed of June 8th 1882 and the said several pretended bills of sale may be wholly annulled and set aside; that all proper accounts may be taken the said property be sold under an order of Court and the proceeds applied to the payment of your Orator's claim; that all proper process may issue, and for such other further and general relief in the premises as the nature of the case may require and to equity may seem meet. And as in duty bound, your Orator will ever pray &c.

Edgar Allan,
p. q.

Geo: A. Lathrop

Virginia,

City of Richmond, to wit:

This 5th day of May, 1883, Geo. A. Lathrop personally appeared before me, a Notary Public in and for said City in the State of Virginia, and made oath that the allegations in the foregoing Bill stated as coming within his own knowledge, are true, and all others resting upon the knowledge or information of and derived from others, he believes to be true. Given under my hand this 5th day of May, 1883.

Alley G. Bolling N.P.

Ans Ans Ch. Kauterwood Co. Pa

An injunction is awarded to say on the return the Defts
Wells Boone & Co. John G. Wethering, James Duke Jones & J. L. Powell their
agents shall them from selling or otherwise disposing of the stock or any
part thereof of groceries liquors notions & general merchandise found
in the store house of the Jones on Lane Washington Street in the town
of Suffolk & recently removed & delivered to the said G. Wethering Jones
& Powell & the Sheriff of the County of Kenton is hereby apprised the
Court & ordered as such to take possession & hold subject to the
future order of the Court of such portion of said stock as may not
have been taken possession of by Robert H. Penick under his authority as
Receiver conferred by the injunction order of John Ch. Kauterwood with
him referred to or by the said Jones & Powell under the bill of sale from
Wells Boone & Co. referred to in the bill. That the Deft is not to have the
benefit of this order unless bond be executed by him or some one for him with
good security to be approved by the Clerk to the penalty of \$500 conditioned to pay
all costs which may be awarded against him & all damages which may be sustained
by any person by reason of his disobedience to the same in hereafter disposed
of the same.
Richard B. May 12th 83

Wells Boone & Co.
John G. Wethering
James Duke Jones
J. L. Powell

Geo. A. Lathrop }
vs } Bill
Wells, Boone & others } + exhibits

Geo. A. Lathrop

vs Chy. Notes

Wells, Boone Hospital:

1883. May 17th. Inj: awarded

" " 14th. Inj: Bond executed & paid

" " " Southern Chy. filed to June Rules, 1883

" June 4th. Bill Expts. filed & Decree nisi vs depts

" July 2nd: Decree nisi confirmed

" " " Ans: of Geo. P. Webb filed & served: after hearing

& Cause set for hearing in case of P. Webb's Counsel

Hy. Nolas