

1885-001

Nansemond Co. (Suffolk) Chancery
causes: Admr of Wilson Norfleet
Henning E Smith & wife

vs

James B. Norfleet et al

Griggs, Norfleet Bros]

Folder 1 of 3

Note: For related case, see 1878-017

Plat

OVERSIZE

Box 1

- 1 Plat

Wilson & Fleet's Admr.
 vs.
 Jas. B. & Fleet & al.
 and
 H. E. Smith & wife
 vs.
 & Fleet & al.

In Chancery

These Causes came on this day to be again heard on the papers formerly read and on the Report of A. C. Withers, Trustee of & Fleet Brothers, filed the 10th. day of September A.D. 1885, the same being the Report of the distribution of the sum of \$858.⁸⁷ to the creditors of said & Fleet Brothers in pursuance of the decree entered in these causes on the 13th. day of April A.D. 1883, and on the several papers filed the 10th. day of September A.D. 1885 and numbered consecutively from one to sixty-one inclusive, and was argued by Counsel.

On consideration whereof the Court doth approve and confirm the said Report of A. C. Withers, Trustee of & Fleet Brothers to which no exception has been filed.

And it appearing from the Record in these causes and from said papers numbered consecutively from one to

sixty-one inclusive that the claims of the creditors of the late firm of Corfleet Brothers secured by the deed of trust made by James B. Corfleet as surviving partner of said Corfleet Brothers dated the 2nd day of October A. D. 1877 and recorded in the office of the clerk of the County Court of this County on the 9th day of October A. D. 1877, have all been paid in full; and that the individual creditors of said James B. Corfleet, whose claims were secured by the deed of trust made by him dated the 25th day of September A. D. 1877 and recorded the same day in said office, have accepted in full satisfaction of their claims, the several dividends paid to them under proceedings in these causes and have released him from further liability to them on account of their said claims; and that all the purposes for which said deeds of trust were made and these causes instituted, namely the settlement of the partnership affairs of said late firm of Corfleet Brothers and the payment or satisfaction of its debts and the debts of each member thereof as well as the individual debts of said James B. Corfleet, have been effected;

and that there is, therefore, no necessity, so far as the objects contemplated by these causes are concerned, for a Report from a Commissioner of this Court under the decrees entered herein on the 13th. day of April A.D. 1880 and the 13th. day of April A.D. 1883; the Court, without requiring a Report from one of its Commissioners under the two decrees, last above-mentioned, doth adjudge, order and decree that the proceedings had in these causes be final and binding upon the parties, and that Wilbur J. Kilby, Trustee of said James B. Corfleets do pay to said James B. Corfleets the sum of \$640.⁰⁰ claimed by said him as a part of his homestead exemption under his homestead deed dated the 6th. day of March A.D. 1878 and recorded in said office on the 30th. day of March A.D. 1878, but retained by said Wilbur J. Kilby, Trustee, as directed by said decree of the 12th. day of April A.D. 1878 to be disposed of as should be herein afterwards directed, and that ~~said~~ a duplicate of said James B. Corfleets receipt for the same be filed with the ~~the~~ record in these causes.

And it is ordered that the said Wilbur J. Kilby ~~release~~ trustee as aforesaid do release and convey unto said James B. Corfleets by a good and sufficient release deed, ^{such} ~~all the~~

assets real, personal ^{or} ~~and~~ mixed ^{as may be} ~~re-~~
maining in his hands or under his control
by virtue of the said deed of trust, made
by said James B. Anfleet, dated the 25th day
of September A.D. 1877, or otherwise dispose
of them as said James B. Anfleet may di-
rect, he being now entitled to them and
all benefit to be derived from them.

And nothing more remaining to be done
in these causes, it is ordered that they be
removed from the docket.

Anfleet's Admr.
vs. } In Chy.
Anfleet Exl.

and
H. C. Smith & al
vs. } In Chy.
Anfleet Exl.

In the Circuit Court
of Chausemond County
October 13th 1885

Decree
To be entered

Geo. B. Leonard

Final

Norfleet & Admstr
vs. E. De Leher.
Norfleet & Others

The separate answer
of H. Withers Trustee was herein
after set out to the bill and amen-
ded bill of Complaint filed against
him & others in the Circuit Court
for the County of Harsemond by H.
Withers as the Admstr. of William
Norfleet deceased.

This respondent saving all
just exceptions to the said bills
for answer thereto says: That the
matters & things therein stated are
true to the best of his knowledge
& belief; That it is true as stated in
the said amended bill ~~that on the~~
~~2nd~~ day that James B. Norfleet sur-
viving partner of himself & William
Norfleet deceased did on the 2nd day
of October 1877 by deed of that date
duly recorded convey to this respon-
dent as the Trustee the real & personal
estate belonging to the said Norfleet Bros.
mentioned & described in the said deed.
in trust to pay the partnership debts
of the said late firm of Norfleet Bros.
as liabilities of the first class. There is

pay to the personal representative
of the said Wilson Bonflut any debt due
him from the said late firm of Bonflut
Brothers: & the residue of the proceeds
of the said property if any, he is re-
quired by the said deed to divide into
two equal parts, one of which
parts he is required to pay to the
personal representative of Wilson
Bonflut deceased & the other to the said
James B. Bonflut or his assigns, after
having first paid out of the said moi-
ety any debt due by the said James B.
Bonflut individually, or as surviving
partner as aforesaid to the said Wilson
Bonflut.

This respondent for further an-
swer says, that he has taken pos-
session of the property so conveyed
him under the said deed, & is proceed-
ing in the execution of the Trust with
all practicable speed & diligence &
is ready at any time to render an ac-
count of his transactions in the
premises

And having fully answered this
respondent prays to be dismissed
with his costs &c.

A. C. Withers
Trustee &c.

State of Virginia
Harrison Co. to wit

I

a
Notary Public in and for the County
aforesaid do certify that A. L. Clinton
Trustee &c. whose name is signed
to the foregoing answer, this day
made oath before me, that the matters
& things therein stated were true
to the best of his knowledge informa-
-tion & belief.

Given under my hand this
The day of 1878.

Impunctis admittit
vs

Impunctis &c

Answer of Albinus
Tristis.



We J. B. Norfleet & Wilson Norfleet have this day entered into an agreement as follows. Whereas Wilson Norfleet commenced business on the 1st day of June 1865, & continued until 1st October 1871, at which time he took in as an equal partner J. B. Norfleet & then sold to him an equal interest in his business from the beginning viz 1st June 1865 to 1st October 1871, thereby transferring to J. B. Norfleet an equal interest in all act. notes &c made payable to Wilson Norfleet, also stock of goods &c, & upon a settlement this 14th day of March 1874 it is found that J. B. Norfleet is indebted to Wilson Norfleet the sum of \$500.00 for which he has given his notes thereby cancelling all other notes due to Wilson Norfleet by J. B. Norfleet & all other notes due by Wilson Norfleet to J. B. Norfleet, also agreeing to pay all notes equally, given by Norfleet Brothers or by Wilson Norfleet as principal & J. B. Norfleet as security, in renewal of old notes formerly due by J. B. Norfleet before the war, all former acts, as well as notes with each other, & due to each other previous to the day & date herein mentioned say 14th March 1874, are cancelled & we recognise each other as equal partners from this date in all Commercial transactions, and in all acts & notes due to & made payable to Wilson

Norfleet- in the business from the commencement-
Day 1st: June 1865.

Witnesses
Chas. B. Norfleet- } Jas. B. Norfleet-
Jesse E. Howell } Wilson Norfleet-

In the Clerk's Office of Hantsman County Court
the 21st: day of September, 1877

This Agreement- was proved by the oath of Chas.
B. Norfleet- and Jesse E. Howell. The subscribing
witnesses thereto, and thereupon admitted to
record.

Teste.

Peter B. Prentiss Clerk

A copy.

Teste.

Peter B. Prentiss. Clerk.

Jas. B. Norfleet-
with Agreement
Wilson Norfleet

"X" ~~Chas. B. Norfleet~~ & J.

This Deed, made the First-day of April, in the year of our Lord, one thousand eight-hundred and seventy-six (1876) between Wilson Norfleet and Caroline V. his wife of the Town of Suffolk county of Hansemond and State of Virginia, of the one part, and Henning E. Smith, of the County and State aforesaid, of the other part witnesseth: That the said Wilson Norfleet and Caroline V. his wife, in consideration of the sum of Six hundred and twenty-five (\$25) dollars do grant with general warranty, unto the said Henning E. Smith and to his heirs and assigns, forever, the following real estate to wit: An undivided half ($\frac{1}{2}$) of ^{all} that tract, piece or parcel of land, situate, lying and being on the west side of the Somerton road, in Holy Neck Magisterial District, in Hansemond County aforesaid, about one (1) mile from the Town of Suffolk containing Forty-one (41) acres, two (2) Rods and Four (4) poles, and bounded as follows to wit: beginning at a Sycamore tree, at the head of a ditch or said road, and running down said road, North 30° E. 48 P. N. 14 W. 13 P. to a corner with said Henning E. Smith's land, thence up said Smith's line North, 64 W. 12 P. and 21 L. to corner again with said Smith thence South 24 W. $4\frac{1}{2}$ To corner with W^m R. Brothers

(formerly George R. Smith) thence along said Brother's lines South 59° E. 149 P. and 7 L. to the beginning, being one of the two parcels of land conveyed in the Deed from Thomas Griggs & wife to said Wilson Norfleet and Henning E. Smith dated and duly recorded in the Clerk's Office of Hanson County Court, the 10th day of June, 1869 Together with all and singular the appurtenances belonging to the same

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

Witness the following signatures and seals

Wilson Norfleet (Seal)

Caroline V. Norfleet (Seal)

In the Clerk's Office of Hanson County Court, the 14th day of April, 1878.

This Deed was presented and acknowledged by Wilson Norfleet and Caroline V. his wife to be their act and Deed. And the said Caroline V. Norfleet being duly examined by me singly and apart from her husband, and having said Deed

fully explained to her, acknowledged that she had willingly executed the same and wished not to retract it. Whereupon said deed is admitted to record.

Teste,

Peter B. Prentiss Clerk.

A copy,

Teste,

Peter B. Prentiss. Clerk

Arden Harriet & Co

20 J Street (copy)

Henning E. Smith

"Exhibit C"

This Deed made the First day of April in the year of our Lord, one thousand eight hundred and seventy six (1876) between Henning E. Smith and Jennie W. his wife of the County of Hansemond and State of Virginia, of the one part, and James B. Norfleet and Wilson Norfleet, merchants and partners in trade, under the firm name and style of Norfleet Brothers, of the Town of Suffolk, in the ~~Town of Suffolk~~ County of + State aforesaid of the other part, witnesseth; That the said Henning E. Smith and Jennie W. his wife, in consideration of the sum of Thirty-five hundred (\$3500) dollars, do grant with general warranty, unto the said Norfleet Brothers, as aforesaid and to their heirs and assigns, forever, the following parcels (three) of real estate, to wit;

First - All that tract, piece or parcel of land, situate, lying and being, in Holy Neck, Magisterial District, in Hansemond County, aforesaid containing One Hundred and one (101) acres, more or less, and bounded as follows; Beginning at the new-ground ditch, near the dwelling of the said Henning E. Smith, on the West side of the Cornett Road; then running along a line, West, to the Mill Pond; then along said Mill Pond to the line of the Atlantic, Mississippi and Ohio Rail Road; then North along

said Rail Road to the land of E. W. Grayson; then South along said Grayson's line to a breastwork, then North along said breastwork to Jacob Lawshe's line; then South East to Wellons' street; and then South along the Cornerton Road to the beginning.

Second (2) An undivided half ($\frac{1}{2}$) of all that parcel of land situated, lying and being on the East side of the Cornerton Road in Cypress Magisterial District, in the County of Newsumond aforesaid, containing Forty-Eight (48) acres, One (1) Road and thirty-nine (39) Poles - for a minute and particular description of the boundaries thereof, reference is hereby had and made to the Deed from Thomas Griggs & wife, to Wilson Norfleet and said Henning E. Smith, which Deed is dated and of record in the Clerk's Office of Newsumond County Court. The 10th day of June A.D. 1869

And Third (3) A tract of land containing Thirty-four (34) acres more or less, lying on the East side of Cornerton Road aforesaid, near the Town of Suffolk, and bounded as follows: Beginning at the head of the "New Ditch" then down said ditch Eastwardly to its junction with the "Old Ditch"; then down the old ditch, to the fence at the woods; then Southwardly, along said fence, to the second parcel of land herein described; then Westwardly along

The last named line to said Cornerton Road & thence
northwardly along said road to the beginning -
being the same land which the said Henning E.
Smith purchased of Ro. R. Smith and wife by
Deed, dated & duly recorded the 3th day of Jan-
uary, 1876. Together with all and singular the
appurtenances belonging to the said three (3) par-
cels of land. And the said Henning E.
Smith covenants that he has the right to
convey the said lands to the grantee; that
the said grantee shall have quiet-possession of
said lands; that he has done no act to encum-
ber the said lands; and that he will execute
such further assurances of the said lands
as may be requisite.

Witness the following signatures and
seals.

Witnesses:

A. E. Smith (Seal)
Jennie W. Smith (Seal)

In the Clerk's Office of Housemanor County
Court, the 4th day of April, 1876.

This Deed was presented and acknowledged
by Henning E. Smith and Jennie W. his wife
to be their act and Deed. And the said Jen-
nie W. Smith being duly examined by me,
privily and apart from her husband, and
having said Deed fully explained to her ac-

knowledgeed that she had willingly executed
the same and wished not to retract it,
Whereupon said Deed is admitted to record.

Teste,

Peter B. Prentiss, Clerk.

A copy,

Teste,

Peter B. Prentiss, Clerk.

(a copy)

N. E. Smith & Co

To J Deed

Horpleet Brothers

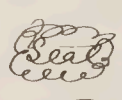
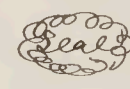
"Exhibit" - B

This Deed, made this 10th: day of June, A.D. 1869, be-
tween Thomas Liggs and Margaret Ann, his wife,
of the first part, and Wilson Huflet and Henning
E. Smith, of the second part, both parties of Hanse-
mond County, Virginia, Witnesseth: That the said
Thomas Liggs and Margaret Ann, his wife, in con-
sideration of the sum of Twenty-five hundred
dollars (\$2500) do grant with general warranty,
unto the said Wilson Huflet and Henning E.
Smith and to their heirs and assigns forever,
the tract of land and plantation on which the
said Thomas Liggs & wife, now reside, situ-
ated on both sides of the Cornerton road, in the
Upper Parish of Hansemond County aforesaid,
about one mile from the Town of Suffolk, con-
taining ninety (90) acres and three (3) Poles, con-
sisting of two parcels or pieces and bounded as
follows: the first parcel or piece, commencing
at a corner stump with Robert R. Smith and
running the road towards Cornerton, S. 2° W. 34 P.
S. 30½ W. 62 P. and 22 L. to corner with Thayer,
Thence along Thayer's line S. 60 E. 34 P. and 8 L. to
Small Excanore, a corner with Thayer - thence N.
45 E. 40 P. N. 69½ E. 53 P. N. 65½ E. 20 P. N. 58 E. 42 P. & 9
L. N. 62 E. 21 P. and 10 L. to corner with Smith and
Thayer Thence along Smith's line S. 89 W. 5 P. N. 86
W. 36 P. N. 89 W. 20 P. N. 87 W. 20 P. N. 86 W. 73 P. to cor-
ner with Smith, the 1st: station: including as boundary

lines, the homestead tract, lying East of the Cornerton road, and containing Forty-Eight (48) Acres, One (1) Road, and thirty-nine (39) Poles. The second parcel or piece lies on the West of the Cornerton Road commencing at a Sycamore, at the head of a ditch, on said road, and running down the Cornerton Road, N. 30 E. 48 P. N. 14 W. 15 P. to corner with said Henning E. Smith. Thence up said Smith's lines N. 64. W 121 P. and 21 L. to corner again with Smith. Thence S. 24 W. 41 1/2 P. to corner with George R. Smith. Thence along said George R. Smith's lines S. 59 E. 149 P. and 7 L. to first station, including Forty-one (41) acres, Two (2) Roads and four (4) Poles.

The said Thomas Piggs covenants that he has the right to sell and convey the said land and that he will make all further assurances thereof necessary, and it is further covenanted by and between the said parties, that notwithstanding the foregoing Deed, the Grave yard on said premises is not here sold, but is expressly reserved with the right to pass to and from the same, when necessary: and further, that possession of the premises hereby sold is reserved by the grantors until the 1st day of January, 1870

Witness the following signatures and seals.

Thomas ^{his} Piggs 
Mary Ann ^{her} Piggs 

State of Virginia,
Hansemond County } To wit:

We John R. Kiehl and
Washington L. Ridelich, Notaries Public for the
County aforesaid in the State of Virginia, do cer-
tify that Thomas Gigg, whose name is signed
to the foregoing writing bearing date the 10th
day of June, A. D. 1869, has acknowledged the
same before us in our County aforesaid. And we
do further certify that Margaret-Ann Gigg, the
wife of the said Thomas Gigg, whose name is
likewise signed to the foregoing writing, bearing
date as aforesaid, personally appeared before
us in our County aforesaid and being examin-
ed by us privily and apart from her husband,
and having the writing aforesaid fully explained
to her, she, the said Margaret-Ann Gigg acknowl-
edged the said writing to be her act, and declared
that she had willingly executed the same and
did not wish to retract it.

Given under our hands this 10th day of
June A. D. 1869.

John R. Kiehl N. P.
W. L. Ridelich N. P.

In the Clerk's Office of Hansemond County Court,
the 10th day of June 1869,

This Deed was received and

with the certificates written thereon, admitted to
record, (the requisite stamps of \$2.30 having
been affixed and cancelled)

Teste,

Peter B. Prentiss D.C.

A copy
Teste,

Peter B. Prentiss. Clerk.

Thomas Eggs wife

To } Copy of Deed

William Norfleet and
Hemming E. Smith

Exhibit "A"

To the Honorable George Blow,
Judge of the Circuit Court of the
County of Nansemond:

Humbly Complaining
Sheweth unto your Honor your Orators
Henning E. Smith ^{and Virginia W. Smith, his wife,} of the County of Nansemond,
in the State of Virginia, the following case:

1. That on the 10th day of June, 1869,
Thomas Griggs and Margaret Ann, his wife,
by their deed of that date, duly recorded,
Conveyed unto one Wilson Norfleet and
your Orator, ^{H.E. Smith,} jointly, a certain tract of land
situated in the said County of Nansemond,
bounded and described as in the said deed
mentioned, copy whereof is hereto annexed,
marked Exhibit "A", and prayed to be taken
as part of this Bill; and on the same day
the said Wilson Norfleet and your Orator, ^{H.E. Smith,} Executed
and delivered to Peter B. Prentiss, Trustee, a Deed
of Trust conveying the said tract of land in trust
to secure unto the said Thomas Griggs the purchase
money of the said land, to wit, the sum of
Twenty-five Hundred (\$2500.) Dollars. That
your Orator H. E. Smith, ^{alone,} since that date and
from time to time, paid Considerable sums of
money on account of the said purchase money
and continued to pay the same up to the 1st
day of April, 1876, at which date the balance

thereof, of principal money, due to the said Thomas Griggs amounted to \$1400.- or thereabouts.

2. That the said Wilson Norfleet at the time of said purchase and afterward, up to about the 1st of October, 1871, was doing business as a merchant in the town of Suffolk, in said County, and about the date last mentioned formed a co-partnership with his brother James B. Norfleet, with whom he continued to do business under the name and style of cNorfleet Bro^s. until the dissolution of that firm by the death of the said Wilson Norfleet, on the day of September, 1876.

That your Orator had large dealings with the said Wilson Norfleet and his successors, the said Norfleet Bro^s. and kept a running account with them during all that time.

That on the 1st day of April, 1876, your orator being indebted to the said Norfleet Bro^s. made and entered into a verbal agreement with them whereby they the said Norfleet Bro^s. agreed to receive from him a conveyance of certain lands in the said County belonging to him the said H. E. Smith, at the price and value of Five Thousand Eight Hundred and forty (\$5840.) Dollars, which sum largely exceeded the amount of your Orator's indebtedness to the said firm, and therefore the said Norfleet

Bro^r. in consideration of the said Conveyance and as a part of the same transaction, at the same time, agreed to assume, pay off and fully discharge the balance of the debt aforesaid due to Thomas Griggs, your Orator agreeing to convey to them, with other lands, all that portion of the "Griggs tract" lying on the East side of the Somerton Road in said County, and to receive in return a full, clear and perfect title for all that portion of the "Griggs tract" lying on the west side of the Somerton Road.

Accordingly your Orator, on the said 1.st day of April, 1876, Executed and delivered to the said Norfleet Bro^r. a deed for the lands so agreed to be conveyed by him, and among the same, the said portion of the "Griggs tract" lying on the East of the Somerton Road, as will more fully appear by reference to his deed of that date, Copy ^{"B"} whereof is herewith filed, marked Exhibit B, as part hereof. And, in part performance of their agreement aforesaid, the said Wilson Norfleet, one of the firm of Norfleet Bro^r., did, by his deed of the same date, convey to your orator the undivided one half interest in the portion of the "Griggs tract" lying on the West side of the Somerton Road, which said undivided one half interest had

by virtue of a written partnership agreement between the said Wilson Norfleet and James B. Norfleet, became a part of the social assets of the said firm of Norfleet Bros. Copies of said ^{Deed and} partnership agreement are herewith filed marked Exhibits "C" and "D". And your orator avers that it was the mutual and Express understanding and agreement between all the parties to the transaction that the said H.E. Smith should hold and enjoy all that said portion of the "Griggs tract" of land lying on the West Side of the Somerton Road, and adjoining his dwelling house and curtilage, absolutely free and clear of any and all incumbrance or liability to pay the debt secured to the said Thomas Griggs, or any portion thereof. And so, the said Norfleet Bros., from and after the 1st day of April, 1876, assumed the payment of the debt due to Thomas Griggs, secured to him as aforesaid, and did actually pay to him certain interest accrued thereon.

3. That your orator received credit on his account with Norfleet Bros. on the 1st day of April, 1876, for the said sum of \$5840, the price and value of the land, sold by him to them as aforesaid; and thereby the said firm became largely

indebted to your orator, and have ever since remained indebted to him, until now the debt due to him, as near as can be ascertained, is not less than the sum of Eight Hundred Dollars as shown by their Books of Account now in the possession of A.C. Withers, Trustee for the said late firm of Norfleet Bros. - Account whereof is herewith filed, marked Exhibit "E."

4. That on or about the 1st day of September, 1876, the said Wilson Norfleet departed this life, intestate, and leaving as his heirs-at-law and distributees of his Estate the following named persons: Caroline V. Norfleet, his widow, Virginia W., now the wife of your orator H.E. Smith, - L. Fletcher Norfleet, E.A. Norfleet, Pattie L. Norfleet and Lillie G. Norfleet, the last three infants, and that on the 15th day of September ¹⁸⁷⁶ in the County Court of Nansemond County, A.C. Withers, qualified according to law, as Administrator of the Estate of the said Wilson Norfleet, deceased.

5. That by the death of the said Wilson Norfleet, the firm of Norfleet Bros. was dissolved, and James B. Norfleet, the surviving partner continued business until the 2^d day of October, 1877, when he became insolvent, and on that day Executed a Deed of Assignment to A.C. Withers, Trustee, for the benefit of all the

the creditors of the said firm of Norfleet Bros. That the said A. C. Withers, Trustee, by virtue thereof has proceeded to wind up the affairs of the said firm, and has collected most of the available assets of the said firm, and is now prepared to distribute the same or make a dividend thereof among the creditors of the said firm of Norfleet Bros. -

6. That the said James B. Norfleet individually has become insolvent, and on the 25th day of September 1877, Executed to John R. Kilby, as Trustee, a deed of assignment to secure the debts due to all of his individual creditors, which said Deed has been duly recorded; and an order has been duly entered by the Circuit Court of Nausemond County substituting Wilbur J. Kilby as Trustee in said Deed in the place of John R. Kilby (now deceased) And the said Wilbur J. Kilby has proceeded to execute his trust thereunder, and has collected considerable sums of money therefor which he is now about to pay over and distribute among the creditors of the said James B. Norfleet.

7. That notwithstanding the agreement of the said Norfleet Bros. with your orator, made as aforesaid on the 1st day of April 1876, and owing, as your orator believe, to the sudden death of the said Wilson Norfleet so soon thereafter, the

said Norfleet Bro^r. utterly failed and neglected to pay off and discharge the lien aforesaid on the "Griggs tract" of land, in favor of the said Thomas Griggs, which lien, principal and interest, amounted on the day of October 1878, to the sum of \$ and accordingly, Peter B. Prentiss, Trustee for the said Thomas Griggs and at his request, made sale at public auction of the whole of the said tract of land, as well the west as the East portions thereof, lying on either side of the said Somerton Road, at which said sale, to wit: on the day of October - 1878, the said Thomas Griggs himself ^{and one W^m R. Smith} became the purchasers at the price of \$1500., a sum not sufficient to pay, after deducting the Expenses of said sale, the lien of the said Thomas Griggs thereon, but still leaving a small balance due to said Griggs.

And so, your orator says that he has been altogether deprived of his said west tract of land, and otherwise suffered great loss and damage, not only to the extent of the value of said land, which is worth many times more than when he purchased the same, but that in consequence of the said sale, all his other land, lying adjacent thereto and whereon he now resides, have been incalculably injured and reduced in value.

8. Your orator has been all along under the belief that either the Personal Representative of the Estate of Wilson Norfleet or the Trustees of Norfleet Bros. would pay off the debt due to Thomas Griggs, but they having failed so to do, your orator charges that he has a just and Equitable claim against the said Estates, and each of them, as well as against the said Jas. B. Norfleet individually for and to the extent to which he has been compelled to contribute to the payment of the lien held by Thomas Griggs and any further sum that he may hereafter be required to pay in discharge thereof.

Your orator is advised and believes that in a Creditors Suit now pending in this Court, a decree has been entered directing accounts to be taken of the debts and assets of the firm of Norfleet Bros., and to distribute certain funds in the hands of the Trustees among Creditors, and that unless restrained the said A.C. Withers, Adm. as aforesaid and Trustee of Norfleet Bros., as aforesaid, and William J. Kelly, Trustee for J.B. Norfleet, will soon pay out all the moneys in their hands respectively, so that there will not be sufficient money left of the said Estates to satisfy the just demand of your orator.

Inasmuch therefore, as your Orator is
without remedy save by the interposition
of a Court of Equity, where matters of this
sort are alone and properly Cognizable,
Your Orator prays that James B. Norfleet,
^{individually, and} as surviving partner of himself and Wilson Norfleet
deceased, A. C. Wither, Administrator of the
Estate of Wilson Norfleet, and also as
Trustee of Norfleet Brothers, Wilbur J.
Kilby, substituted Trustee for James B.
Norfleet, and the following named heirs
at-law and distributees of the Estate of
Wilson Norfleet deceased, namely: Caroline V.
Norfleet in her own right and as Guardian of E. A. Norfleet, Pattie
L. Norfleet and Lillie G. Norfleet, infants, and L. Fletcher Norfleet,
and the said E. A. Norfleet, Pattie L. Norfleet and Lillie G. Norfleet, infants
^{as aforesaid} may be made parties defendant to this Bill
and required to answer the same on oath.
That Injunction may be granted your
Orator, enjoining and restraining the said
A. C. Wither, Administrator of Wilson Norfleet
deceased, and the said A. C. Wither, as
Trustee for Norfleet Bros. - and Wilbur J.
Kilby, Trustee for James B. Norfleet, from
further proceeding to pay out or distribute
any of the funds in their hands, or in
the hands of either of them to the credit
of their several and respective trusts

until the further order of the Court.
That an account may be taken before
a Commissioner of this Court of your
Orator's demand and claim aforesaid,
and that time may be granted for him
to prove the same in the Creditor's Suit
aforesaid, and that all other proper
accounts may be taken. And that
your orator may have other further and
general relief, as to the Court may seem
meet and the nature of his case may
require.

And your orator will ever pray &c.

W E Smith
Jerrine W. Smith

State of Virginia:

County of Nansemond, to wit:

This day personally appeared before me,
A.C. Withers, a Commissioner in Chancery for
the Circuit Court of said County, Benjamin
E. Smith, one of the plaintiffs in the foregoing
Bill, ^{and subscribed his name thereto} and made oath that the matters and
things therein stated of his own knowledge are
true, and that such matters as are therein
stated upon knowledge or information derived
from others he believes to be true.

Given under my hand this 11th day of Dec-
-ember. 1878.

A. C. Withers
Cour. Du Chcy

Order of Injunction:

On the motion of Plaintiffs by counsel, and for good cause shewn, a writ of Injunction is awarded them, to enjoin and restrain the defendant A. C. Withers, Administrator of the Estate of Wilson Norfleet, deceased, and also as Trustee for Norfleet Brothers, under a Deed of Trust dated the 2^d day of October, 1877, from further proceeding to pay out or in any wise distribute any moneys or Estate in his hands either as Administrator or as Trustee, as aforesaid. And injunction is also awarded the plaintiffs to enjoin and restrain the defendant, Wilbur J. Kilby, Trustee for James B. Norfleet under a Deed of Trust dated the 25th day of September, 1877, from further proceeding to pay out or in any wise distribute any moneys or Estate in his hands as Trustee for James B. Norfleet, as aforesaid, until the further order of the Court.

But the Plaintiffs are not to have the benefit of this order until the said Plaintiff, Henning E. Smith, shall enter into bond, with sufficient security, before the Clerk of this Court in his office, in the penalty of \$500.—

payable to the said defendants, and
conditioned to pay to them, or either of them,
all such damages and costs as they or
either of them may sustain in consequence
of the said injunction, in case the same
shall be dissolved.

Geo. V. Blow.

To the Clerk of the Circuit Court
of Nausemond County.

Norfolk Va.

December 12th.

1878.

H. E. SMITH, and wife

Against } *In*
Chancery

J. B. Norfleet, and others.

This DEED made this the 2nd day of
October One Thousand Eight Hundred and
Seventy Seven (1877) between James B. Norfleet
the surviving partner of himself and
Wilson Norfleet late partners in trade
doing business under the name and style
of "Norfleet Brothers" of the first part
and A. C. Withers chosen as Trustee
for the purposes of this Trust, party
of the second part Witnesseth:

That the said party of the first part doth
grant with general warranty unto the
said party of the second part Trustee
as aforesaid, the following real and per-
sonal estate embracing all the social
assets of the said "Norfleet Brothers" of
every sort and description to-wit:

All that lot piece or parcel of land situate
lying and being in the town of Suffolk and
County of Hanseman estimated to contain
Twenty (20) acres more or less and bound-
ed as follows on the West by Wellons
Street, on the South by the Atlantic Miss-
issippi and Ohio Rail Road on the East
by Sycamore Street & the lands of Amos
Harrell, Thomas W. Smith & William Cherry
& on the North by Jackson Avenue, less
the several lots sold off to Thomas W. Smith
William Cherry & Joseph King; which said
lots have been surveyed & marked off in lots

numbering from 1 to 86 inclusive - a more particular description of which may be seen by reference to deed now of record in the Clerk's Office of Hansmann Co. Deed Book No. 8. p. 358.

10 acres sold
26 June 1879
to C. W. Gray
for \$75.00

2nd All that tract piece or parcel of land situate lying and being in Holy Neck Magisterial District in Hansmann County aforesaid containing One Hundred and One (101) acres more or less and bounded as follows to-wit: Beginning at the New Ground ditch near the dwelling of the ~~late~~ Heuning E. Smith on the west side of the said County road then running along a line west to the Mill-pond then along said Mill-pond to the line of the said "Atlantic Mississippi & Ohio Rail Road, then North along said Rail Road to the land of C. W. Grayson then South along said Grayson's line to a breastwork then North along said breastwork to Jacob Lawshe's line; then South East to Wellens Street & then South along the Sonerton road to the beginning.

80 acres
sold with
parcel No.
4 below to
Thos. W. Smith
for \$740.00
8 July 1879

3rd An undivided half ($\frac{1}{2}$) of all that parcel of land situate lying and being on the East side of the Sonerton road in Cypress Magisterial district in the County of Hansmann aforesaid containing forty eight acres more or less for a minute and particular description of which, reference is hereby had and

Sold by P. B. Prentiss Trustee to Thos. Griggs for \$700, more or less made by Wilson, Angell and H. E. Smith to secure a debt due to said Griggs

and all the money
used to pay Briggs
whose claim
was then not
paid in full.

made to the deed from Thomas Gregg and
wife to Wilson Norfleet and the said Henning
E. Smith which deed is dated the 10th day
of June 1869 & is of record in the Clerk's Office
of Hanover County Court. & which land
was afterwards conveyed to the said Nor-
fleet Brothers.

4th A tract of land containing thirty four (34)
acres more or less lying on the East side of
the Sumner Road aforesaid near the town
of Suffolk & bounded as follows - begin-
ning at the head of the "new-ditch" then down
said ditch eastwardly to its junction with
the "old ditch" then down the old ditch to the
fence at the wood, then Southwardly along
said fence to the 3rd parcel of land herein
described, then Westwardly along said last named
line to said Sumner Road; then Northwardly
along said road to the beginning being the same
land which the said Henning E. Smith purch-
ased of Robt. R. Smith & wife by deed dated
and which was conveyed to said Norfleet Brothers by deed dated the
10th day of April 1876. by the said Henning E. Smith & wife
the 5th day of January 1878 & duly recorded.

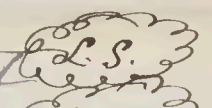
5th All that certain piece or parcel of land pur-
chased by the said Wilson Norfleet. and Hen-
ning E. Smith from Thomas Greggs & wife &
which is more fully described in the fore-
going description to which reference is
hereby had & made. And also all chattel
estate of every sort and description that

This parcel
of land is
the same as
that mentioned
above under
the 3^d clause.

that belongs to the said firm of Norfleet
Brothers, including all books and ac-
counts, bonds and notes, & evidences of
debt. all claims outstanding whether eviden-
ced by bond note or open account in short
all the social assets of the said firm,
In Trust. however for the use and pur-
poses following to-wit: That the said
Trustee shall proceed to sell the said
real estate in such manner and on
such terms as he may deem best, and
shall proceed also at once to collect by
suit or otherwise, all the outstanding
debts of every sort due to the said late firm
and shall out of the proceeds of such sales
and collections, after paying all expenses
of this trust, including a commission to
himself of 5 per centum on said proceeds
pay first all the partnership debts of the
said late firm of Norfleet Brothers. The
same to be paid in full if the said pro-
ceeds be sufficient for that purpose
otherwise to be paid pro-rata; next he
shall pay to the said Wilson Norfleet's
personal representative any debt due
him from the said firm of Norfleet
Brothers and the residue of the said pro-
ceeds he shall divide into two equal
parts, one of which he shall pay to the

personal representative of said Wilson
Norfleet deceased, and out of the other
part or moiety of such residue to which
the said James B. Norfleet would be en-
titled he shall first pay any debt due
by the said James B. Norfleet individually
or as surviving partner as aforesaid
to the estate of the said Wilson Norfleet
deceased and the balance thereof he shall
pay to the said James B. Norfleet or to his
assigns.

The said A. Elwethers is authorized to em-
ploy a clerk or collector if he thinks prop-
er to do so, & to pay him a reasonable com-
pensation as a part of the expenses of
this trust. And he is also authorized
to compromise any of the debts due
to the said Norfleet Brothers if in his
discretion he deems it best to do so
Witness the following signature and
seals the day and year first above
written

James B. Norfleet 
A. Elwethers Trustee. 

State of Virginia

Hammons County } to wit.

I, John R. Kelly, a Notary Public in & for
said County and State, do certify that James B.

Wheeler, and A. C. Withers, Trustees, parties to the foregoing writing dated the 2^d day of October 1877, have personally appeared before me in said County, and acknowledged the said writing to be their act and deed. Given under my hand this 6th day of October 1877.

John R. Kilby, Notary
Public

Deed of Trust

From

W. B. Wheeler, Co.

to
A. C. Withers

1877

Recd in the Clerk's

Office, certified, and

Exhibit "Y".

124

Recorded Deed Book No. 4

12-261-2-5

See book: fee paid

In the Clerk's Office of Harpsburg County Court, the 9th day of October, 1877.

This Deed of Trust was received, and with the certificate annexed, admitted to record.

Teste,

Peter B. Prentiss, Clerk

This Deed, made this 25th. day of September, one thousand eight hundred and seventy-seven, between James B. Norfleet, of Suffolk County of Newmound and State of Virginia, of the one part, and John R. Kilby, Chosen as Trustee for the purposes of this Trust, of the same place of the other part, Witnesseth, that the said James B. Norfleet does grant with general warranty, unto the said John R. Kilby, Trustee as aforesaid, the following real and personal estate, to wit:

A large lot of land & store house & appurtenances, situated on the South side of Washington Street, in the Town of Suffolk, Newmound County, Virginia, & on which, the store house of said Norfleet now is, and is bounded as follows: Beginning on the South side of said street, at the North-West corner of the lot of John R. Riddick; then Southwardly direction, along the said Riddick's lot & Berry H. Harmanford's lot, four hundred and sixty-six feet to Mr. Cherry's rear, and the North-East corner of said Cherry's lot; then along said Cherry's line, one hundred forty-seven and a half feet in said Cherry's North line to W. H. Jones' South-East corner; then Northwestly, three hundred and fifty feet along the line of said Jones' lot in the rear, & of Thos. W. Harmanford's lot, Wilson Norfleet's lot & Daughtrey's lot to the South-West corner of the lot heretofore sold by the said James B. Norfleet, to Warden & Eley & Jos. P. Webb; then Eastwardly, along the rear line of said Warden & Eley & Webb, seventy-eight & a half feet to the South-East corner of said Warden & Eley & Webb; then Northwardly, along the last named lot, one hundred & ten feet to the pavement on South side of said Washington Street; then Eastwardly, fifty-two feet & three inches, along the front of the lot conveyed, to the beginning.

Three fourths of the Lot, on which the said James B. Norfleet resides (Mrs. E. A. Christie owning the other one fourth) situated

on the West side of Main Street in the Town of Suffolk, aforesaid, bounded North, by Wallace Kilby's Lot, South, by the lot of Mrs. Margaret P. Pinner; West, by the store lot of Wm. H. Jones; & East by the Main Street of said Town (which two lots & parcels of land were conveyed by said James B. Norfleet to Wilson Norfleet, Trustee for Benjamin Saunders, by Deed of Trust, dated the 26th. day of September, 1871, & duly recorded, in the Clerk's Office of Nansemond County Court, & are now conveyed subject to the Debt due & lien now held by said Saunders)

The Tract of land, on the Old Somerton road, purchased of John R. Kilby, Commissioner, by Deed, dated the 15th. day of June, 1876, & duly recorded.

One undivided Third of the "Parker Lot," situated on the East side of Main Street of said Town of Suffolk, bounded North by Mrs. Ann Bennie's Lot (now occupied by Dr. Geo. R. Kilby); East, by a branch; South, by Mr. R. C. Wells' lot, & West, by said Main Street; And any other real estate or interest in any real estate to which the said James B. Norfleet is now entitled, in Nansemond County aforesaid or elsewhere; Also all Debts due to said James B. Norfleet, in his individual character, whether by Bond, Note or open account, up to this date, after paying any liens on any of them, there being a lien for an amount at the Farmers Bank of Nansemond, & at the Commercial Bank of Suffolk, on some of the said Claims.)

A Tract of land, in Nansemond County, Va, containing Two hundred and eighty-four acres, bounded by the land (late of Jonathan Rogers's Estate; the South Quay Road & the Parker & Kilby's Mill Pond, (and which is now under a Deed of Trust from said Jas. B. Norfleet to James J. Burke, Trustee for Charles

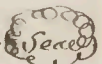
C. Duke, dated the 6th day of August, 1877, and duly recorded, also fifteen acres, more or less, of land, adjoining the last named parcel, and also conveyed by said Deed to said Duke; which lot above described as situated on Main Street of said Town of Suffolk, & a part of which is owned by Mrs. E. A. Christie, is subject to a Charge of Dower, in favor of Mrs. Mary Ann Lewis, of thirty-one dollars & fifty cents, under Decree of Court (either County or Circuit Court of Nansemond): The said James B. Norfleet's Household & Kitchen furniture; in which real and personal estate, the said James B. Norfleet gives notice that he will claim his Homestead Exemption, and such Exemptions as are or may be allowed by the Law, usually known as the Poor Law; also one horse, buggy & harness; 14 head cattle; also all stock of Goods on hand, in the store kept as merchandize, & store furniture, & any lumber on hand, such as staves, heading, shingles, plank or otherwise: also one cart wheels & cart gear & any other chattel estate that may be omitted above; & any surplus or estate to which the said James B. Norfleet may be entitled to, from the partnership funds of Norfleet Brothers.

In Trust to secure the payment of the individual debts of said James B. Norfleet, without any preference whatever: that is to say: To Benjamin Saunders the sum of \$3000, & some Interest due thereon (for which he has a Deed of Trust on a Lot, store house &c, as above stated): To Charles C. Duke \$1000, & any Interest due (also secured by Deed of Trust on real estate, above referred to): To Julia A. Norfleet, \$240, due by bond, dated 1st. of August, 1860; To Miss Mournie Lawrence about \$325, due by two Bonds or Notes; To Geo. W. Morgan, a Note for about \$40; To J. F. Crofts & Co. of Sunbury, N. C.

about \$20. due by receipt & due bill for produce; To Virginius
S. Kilby, Balance on settlement to be made, about \$150; To
Anderson, Grandy & Co. \$63.63; To F. W. Seabury's Sons, \$545.95;
To C. J. Tennant, \$38.28; To Seth March & Co. \$173.83; To
C. Billups, \$188.63; To Morris Bros. \$294.05; To W. F. Allen
& Co. \$346.42; To Hamburger Bros. about \$40; To M. L. J.
Davis & Co. \$448.74; To Eastham, Powell & Co. \$204.05; To
Kader Biggs \$47; To Jas. Reid & Co. \$22; To Allen & Pritchard,
\$127.50; To Taylor, Elliott & Walters, \$111.92; To Geo. O. Gannage,
\$17.25; To Saml. Bevan & Co. \$324.87; To Adams, Buck & Co.
\$270.97; To Whitney Bros. \$121.07; To Sichel, Singleton & Co. \$146.30;
To Hodges Bros. \$645.00; To J. E. Frost, \$66.59; To Carroll
Adams & Co. \$80.05; To Stein & Co. \$297.76; To Moses Cohen
& Co. \$58.78; To Hurst, Pinnell & Co. \$288.73; To Pease Bros.
\$43.56; To Weisenfeld & Co. \$96.77; To Carlin & Fulton, \$7.54;
To Geo. Stillman & Co. \$143.49; To P. Zell & sons \$111; To Weisman
& Kyle, \$129.92; To Lewis F. Detrick, \$35.80; To Ahrens, Spilker
& Co. \$58.31; To Lockheim Bros. \$719.57; To Strous, Loeb & Co.
\$172.01; To Walf. Mayer & Co. \$139.20; To H. H. Watkins, \$92.19;
To Hood, Benbright & Co. \$211.86; To A. A. Shumway & Co.
\$327.65; To C. H. Garden & Co. of Pha. \$119.13; To Geo. B.
Bain & sons, \$60 or about that amount; To Zeigler Bros. \$149.40;
To Jacob Reigel & Co. \$318.57; To Newberger & Hutzlatter, \$80.50;
To Young, Smith, Field & Co. \$169.48; To Isaac Yeorsky, \$119; To
Wilson Norfleet (now dead) \$500 (an individual debt of
Jas. B. Norfleet); To Wilson Norfleet's, a Balance esti-
mated to be due it, on a settlement of the partnership
matters of Norfleet Bros. (of which firm, Jas. B. Norfleet
was a partner) The sum of about \$4000; To The Farmers Bank &

Nausemond, about \$1200 (for which Collaterals & assets are pledged to secure); To The Commercial Bank of Suffolk, about \$600 (for the payment of which, collaterals are pledged to secure.) To The Commercial Bank of Suffolk, any amount that may be due by Jas: B. Norfleeth, for and on account of any note due by others to & on which the said J. B. Norfleeth may be endorser; and any debt that the said James B. Norfleeth may owe & not now recollected, that may be duly authenticated, & presented to the said Trustee, in Ninety days from this date: the said Jas. B. Norfleeth, being desirous to treat all his creditors, alike, & without preference. And, it is understood and expressly directed by the said Jas: B. Norfleeth, that if any of the above amounts, may have been incorrectly stated, that the same shall be considered as corrected, & the said Trustee is so directed, and to include all interest that may be due, or may become due on the same. And power is hereby expressly conferred on the said John R. Kilby, the Trustee herein, to proceed to collect, in all proper ways the assets, and make sale of all the estate hereby conveyed, that may be saleable (reserving the lots on which the store is, & the dwelling house, till the last), and to enable the said Trustee to close up the business with all reasonable dispatch, he is hereby empowered & authorized to employ such assistant or assistants, as may be needed for that purpose & to pay out of the assets a reasonable amount for such services, and to pay all expenses attending the execution of this Trust (including a Commission of five per cent on all sales & collections hereunder); and then proceed to pay, ratably, the debts, herein provided for, and should a surplus remain, pay the same as the law directs.

Witness the following signature and Seal.

Jas: B. Norfleeth 

Virginia

Nansemond County, Sta. coh:

I, Wilbur J. Kilby, a Notary Public, in and for said County of
Nansemond, State of Virginia, do certify, that on this day, James
B. Norfleet, whose name is signed to the foregoing writing, bearing
date this 25th: day of September, 1877, has personally appeared
before me, in said County, & acknowledged the same to be his
act and deed.

Given under my hand this 25th: September, 1877.

Wilbur J. Kilby,

Notary Public

In the Clerk's Office of Nansemond County Court, the 25th:
day of September, 1877.

This Deed of Trust was received, and with the Certificate
written thereon, admitted to record.

Teste,

Peter B. Prentiss. Clerk

a Copy:

Teste,

Peter B. Prentiss. Clerk

xmd

James B. Kaffleck

To Copy Need of Trust

John R. Kelly, Trustee,
for Benjamin Saunders
& others.

("X")

Norfleet's Adm^r.

1 vs { 2 Exhibits filed with
the Bill

James B. Norfleet &c

To The Honorable Geo. Blaw Judge
of the Circuit Court for the County
of Hansemond.

Humbly complaining
in & sheweth unto your honor, -
your orator Alexander Admstr:
of Wilson Norfleet deceased by
way of amendment & supple-
ment to his original bill filed
in this Court on the 3rd day of
September 1877. against James B.
Norfleet in his own right, and
as surviving partner of himself
& the said Wilson Norfleet deceased
late partners in trade, trading under
the style & firm of Norfleet Brothers
That the object of the said orig-
inal bill generally stated was
& is, to obtain a settlement of
the transactions of the said Norfleet
Brothers and of the accounts of
the said late firm ^{both} as well be-
tween the said co-partners, & the
said late firm & its creditors, &
to adjust & settle the said accounts
pay the debts of the said late firm
& recover from the said James B.
Norfleet both the amounts due by
him individually to the said Wilson
Norfleet deceased and the amount due

by the said late firm with the said
Wilson Bonflut deceased upon
a proper settlement of its affairs,

That the said cause was duly
matured & set for hearing at the
Oct. Term of the said Court, at which
time a consent decree was entered
authorizing your orator to amend
his bill & make new parties and au-
thorizing the rendition of decrees
in vacation in the mode pre-
scribed by law in such cases.

Your orator further states
& shows unto your honor, that
on the 25th day of September 1877,
the said James B. Bonflut conveyed
to John R. Kelly as a trustee a large
amount of real estate & personal
property, claimed therein to be the
individual property & estate of
the said James B. Bonflut in trust
to secure the individual debts
of the said James B. Bonflut, a large
number of which are specifically
named in the said deed & among them
a debt of \$500. to your orator's intestate
& a balance stated to be about
\$4000. due by the said James B. Bonflut
to the said Wilson Bonflut upon -

settlement of the partnership affairs
of the said late firm of Nonflus
Brothers, whether the said two debts
to the said Wilson Nonflus are accu-
rately stated or not your orator is
not informed, he is informed &
believes that the said James B. Nonflus
is indebted to the estate of his intestate
in other amounts, & that the aggregate
of his indebtedness to the said Wilson
Nonflus upon a proper settlement
of accounts will largely exceed
the two sums above named.

The said John R. Rilly as such
Trustee has taken possession of
the property conveyed in the said
deed but your orator is not advised
as to what papers he has made in
the execution of the said Trust, a
copy of the said deed marked "X"
is here with filed.

Your orator further states and
shows unto your honor that on the
2nd day of October 1877 the said James
B. Nonflus as surviving partner
as aforesaid conveyed to Advertiser
as Trustee by deed of that date duly recor-
ded the real and personal estate
embracing all the social assets

of the said Norfleet Brothers, particularly
described in the said deed, in Trust to
pay first all the partnership debts
of the said late firm of Norfleet
Brothers, & then to pay to the personal
representative of the said Wilson Nor-
fleet any debt due to him from
the said firm, & the residue to be
divided into two equal parts
one of which he is required to pay
to the personal representative of the
said Wilson Norfleet deceased,
& the other to the said James B. Norfleet
or his assigns, after having first paid
out of the said moiety any debt due
by the said James B. Norfleet either
individually or as surviving part-
ner to the said Wilson Norfleet decea-
sed

Barnes is advised that the said
Albion as such trustee has taken
possession of the property so convey-
ed to him & is proceeding in the
execution of the Trust of the said
deed as rapidly as circumstances
will admit. A copy of the said last
named deed is filed herewith as
an exhibit marked "B."

Barnes is informed & believes

& therefore charges, That the said James
B. Norfleet is insolvent & that the property
conveyed by him to the said John R.
Killy Trustee will not be sufficient
to pay his debts, & that the individ-
ual indebtedness of the said James
B. Norfleet both to the late firm of
Norfleet Brothers & to the said Wilson
Norfleet individually is much greater
than that mentioned in the deed of
Trust to the said Killy, & that no dis-
tribution of the proceeds of the indi-
vidual property of the said James
B. Norfleet ought to be made until
his indebtedness to the said firm
& the said Wilson Norfleet is ascer-
tained which can only be done by
a proper settlement of the accounts
of the said late firm, & of the said
James B. Norfleet as surviving
partner as aforesaid.

In tender & consideration whereof
& for as much as your orator
is without remedy in the premises
save by the intervention of a Court
of Equity where matters of this sort
are properly cognizable & alone relie-
vable to the end therefore he prays
That the said James B. Norfleet in

his own right, & as surviving partner
himself
of the said Wilson & Bonfleur. deceased
late merchants and partners in trade
under the firm & style of Bonfleur
Brothers, John R. Kelly Trustee, and
Albion Trustee, may be made
parties defendant to this, & the said
original bill, & required to answer
upon oath all & singular the alle-
gations of the said bills. That an
account may be taken of the
transactions of the said Co. partner-
ship of Bonfleur Brothers & of the said
James B. Bonfleets transactions as
surviving partner thereof, & that
all other necessary & proper ac-
counts may be ordered, that the
said Trusts may be executed &
the proceeds thereof applied to the
payments of the debts for which
the same are respectively liable
under the law according to their
respective rights & priorities.

That the said Jno. R. Kelly may be
injoined & restrained from parting
with the trust assets which may come
into his hands until the further order
of the Court. And that all other
relief both general & special may

be granted in the premises which
the nature of the case requires &
equity & good conscience demand
May a summons issue. & your
orator will ever pray &c.

A. L. Withers

Admstr. of Wilson ^{deed} ~~convey~~

Ampleto admeto.

vs. {

Ampleto &c.

Amended Bill

\$500

On demand, I promise to pay unto Wilson Knifley
his heirs, executors, administrators or assigns, the just and full sum of five hundred
and no Cents,
current money of the United States, for value received; and it is agreed upon by
the parties that interest on this note shall be at the rate of five per cent. per an-
num; for the true payment of which I bind myself, my heirs, executors
and administrators, firmly by these presents: and I hereby waive the benefit of
my homestead exemption as to this debt, obligation or contract.

As witness my hand and seal this 14th day of March
in the year of our Lord one thousand eight hundred and seventy four

Witness,

W B Knifley (Seal.)
(Seal.)

(*"E"*)

Schedule of Real Estate as far as known
to the undersigned, belonging to Horflitz Brothers

(1)

A lot of land containing 101 acres sold
by H. E. Smith & wife to Horflitz Brothers &
will more fully appear from a deed now
of record in the Clerk's Office Lucas Co.

Deed Book No (57) page 355. & which was
sold for \$3000. Deed dated April 1st 1876

(2)

Deed dated Apr. 1st 1876 from H. E. Smith & wife
to Horflitz Brothers, tract of land containing
20 acres, & bounded on the west by Wellborn Street
on the South by the Atlantic Miss. & Ohio
Rail Road, on the East by Sycamore Street
& the land of Amos Harrell, & by H. E. Smith
& Wm Cherry, sold for ^{Deed} \$2340, in record in
the Clerk's Office Deed Book No (57) page 356
& which reference is made.

Exhibit
("A")

Wilson Norfleet Admstr:

as & In Chancery

James B. Norfleet in his own right and as
surviving partner of himself and the
said Wilson Norfleet deceased late
merchants and partners in trade doing
business under the style and firm of
Norfleet Brothers

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

Humbly complaining sheweth
unto the Court your complainant
Althowth Admstr: of Wilson Norfleet de
ceased; That the said Wilson Norfleet
late of the town of Suffolk departed
this life intestate on or about the 1st day
of September 1876 and that your orator
qualified as the administrator of the said
Wilson Norfleet before the County Court
of Hanseman County on or about the
day of 1876 and took upon him-

self the administration of his estate

That the said Wilson Norfleet at
the time of his death was, and for some
years prior thereto had been, engaged in
the general mercantile business, with
James B. Norfleet of the said town doing
business as co-partners, under the style

and firm of Norfleet Brothers in which
business the said Wilson Norfleet was
equally interested with the said James
B. Norfleet,

Besides the stock of general merchandise
on hand at the time of the death of the
said Wilson Norfleet, which as your
orator is advised was considerable in
value and amount, The said firm as
Co-partners were the owners of consider-
able real estate in the town of Suffolk
and County of Hanseman and a schedule
of which so far as your orator has
been able to ascertain the same, is filed
herewith and marked "A."

Your orator is not accurately informed of
the condition of the said business at the
time of the death of the said Wilson Nor-
fleet, he has repeatedly applied to the said
James B. Norfleet as surviving part-
ner for information upon the subject &
for a statement of the condition of the
house but the same has never been
furnished him, in any form whatever,
so that he is still in ignorance of its
assets and liabilities, unable to obtain
any settlement with the said James B.
Norfleet. & consequently greatly obstructed
in the administration of his intestates

estates, So far as your orator's information goes, & he therefore charges the business was solvent at the time of the death of Wilson Norfleet & that upon a proper settlement of its affairs after paying its just debts there ought to have been a considerable balance due to the said Wilson Norfleet,

Your orator therefore charges that the said James B. Norfleet surviving partner as aforesaid is largely indebted to his intestate, Your orator is informed & believes & therefore charges that the late partnership between the said parties commenced in or about the first of October 1871, but upon what precise terms your orator is not informed, he is also informed and believes and therefore charges, that the said James B. Norfleet and Wilson Norfleet on the 14th March 1874 had a settlement as between themselves of their co-partnership dealings & transactions & that upon that settlement, the said James B. Norfleet fell in debt to the said Wilson Norfleet in the sum of Five Hundred Dollars, for which the said James B. Norfleet executed the bond herewith filed marked "B."

The personal assets which came into the hands of your orator as administrator aforesaid

said, were wholly insufficient to pay the interest debts, and he is ready at any time to render an account thereof.

Soon after the death of the said Wilson Norfleet an appraisement of the merchandise in the store of the said Norfleet Brothers was made by disinterested parties chosen for the purpose who on the 8th Oct. 1876 ascertained the net cash value thereof to be \$3078.04 at which price the said James B. Norfleet surviving partner as aforesaid took the said stock and continued in the business in his own name, but the said James B. Norfleet has not paid to your orator any portion of the said money, and has rendered no account^{-ish} either of the debts paid by him for the said firm, or of the claims and accounts due to it, or of any of its assets or liabilities, the whole of which since the death of the said Wilson Norfleet have been under his exclusive management & control,

Since the death of the said Wilson Norfleet the said James B. Norfleet has carried on a general merchandise business, at the same place and of the same character and has lately failed and become insolvent and invited a meeting of his creditors for the purpose of making some settlement with them.

Your orator is advised that the liabilities of

* That a receiver ~~may be appointed~~
that the said James B. Norfleet his agents and all others concerned
may be inhibited and enjoined from putting with any of the
assets of the late firm of Norfleet Brothers & the stock of merchandise
now in his store, until the further order of the Court.

the late firm of Norfleet Brothers should first
be paid out of the assets of the said firm in
the hands of the said surviving partner, or
due by him to it, and that a receiver should be
appointed forthwith, to take charge of the mer-
cantile assets and business of the said James
B. Norfleet with a view to the proper adjustment
of the rights of all parties, your orator is further
advised that the indebtedness of the said James
B. Norfleet to the said Wilson Norfleet on ac-
count of the late partnership should be paid
out of the assets of the said late firm before
any of the individual ~~debts~~ creditors of the
said James B. Norfleet are paid therefrom.

In tender and consideration whereof and for
as much as your orator is without remedy
in the premises, save by the intervention of a court
of equity where matters of this sort are cognizable
and alone relievable, to the end therefore he prays
that the said James B. Norfleet in his ~~own~~ own
right, as surviving partner as aforesaid may
be made a party defendant to this bill, & required
to answer all and singular the allegations hereof
upon oath. That a receiver may be appointed
and directed to take charge of all the partnership
and mercantile assets real & personal of the said
Norfleet Brothers and the stock in trade of the
said James B. Norfleet including the books
and accounts and evidences of debt.

of the said Bonflet Brothers and to hold and administer the same as the Court may deem that the real estate held by Bonflet Brothers may be sold & that the real estate owned by James B. Bonflet individually if necessary may be subjected to the payment of his indebtedness to your orator as administrator aforesaid & may be sold for that purpose. That all necessary and proper accounts may be taken & that all other relief both general and special may be granted in the premises which the ~~matter~~ nature of the case may require and which equity and good conscience may demand, may a summons issue & your orator will ever pray &c.

Alwitters

State of Virginia

Hammond County to-wit:

Alwitters this day personally appeared before me in my County aforesaid & made oath that the matters and things set forth in the foregoing bill are true to the best of his knowledge information and belief. Given under my hand this the
day of 1877

Peter B. Prentiss.

Notary Public.

Clerk of the Circuit Court of said County.

во. Конфликтъ адности!

us & In chey

}

James B. Knapp & Co.

Bill

Wilson Waple's Admors

vs Chy. Notes

in his own right &c.

James B. Waple, Srg. Atty. Gen.

1877. August: 29th: Sent. in Chy. issued to Sept: Rules, 1877.

" Sept: 3. Bill & debts filed - Conditional Decree vs debts:

" Octo: 3rd: Conditional Decree confirmed & cause set for
hearing & mo: of Pleffs atts:

" Octo: 11th: Leave given to assign Bill & make new order
& for cause to be submitted to Judge in vacation & be
decided

Ordered Bill filed

1878. Feb: 5. Vacated order for a comm.

" Apr: 10th: Report filed (12th) Decree to distribute & for acc: &c

" July 5th: Report of 1st Distribution & Jas. B. Waple's Trust, filed

" Sept: 27th: Report of 1st Div: & A.C. Withers, Trust for Waple Brothers, filed

" " " Report (20:21) of debts filed

(over)

1878 Oct. 11th. Decree for distribution & for accts. &c.
1879. March 28th: Report, No: 2 of W. J. Kelly, Trustee, filed

" April 11th: This cause heard with the cause of W. J. Kelly & is

Jan: 13. Report &c. - & Decree for money &c.

" June 7th: Report & Payments (No: 3) of W. J. Kelly, Trustee, filed.

" Sept: 15th: Report of Collections (No: 3) do. do. do.

" " " " of 2nd, divided by A. C. Withers, Trustee of
Anfleat Brothers, filed

" Oct: 11th: Decree for distribution & for accts.

1880 Feb: 15. Report (No: 4) of distribution filed

" Apl: 13th: Decree compelling report, to pay out & for further accts.

" "

Obey: Notes

Wilson Norfleet's Adm^r

^{N.}James B. Norfleet & others,
and
H. E. Smith wife

^{N.}James B. Norfleet & others.

These causes came on this day to
be heard on the papers formerly read
and was argued by counsel.

On consideration whereof and it being
suggested to the Court that A. C. Withers
the Trustee named in the deed of trust
from James B. Norfleet dated the 2^d
day of October 1877 and recorded
on the 9. day of October 1877, has
departed this life by consent of
parties, Edward A. Norfleet is hereby
substituted to all the rights, powers
duties and liabilities of the said A.
C. Withers deceased, under the said
deed of trust. -

And the causes ~~are~~^{are} continued &c.

W. Norfleet's Acct.

$\frac{2}{1\frac{2}{3}}$ Dreed

J.B. Norfleet & Co.

Enter 12 Octo 1883.

Geo. Reed

We consent to this
order, Wilbur Kilby atty.
for Jas. B. Norfleet
~~this creditors~~ and
creditors of Norfleet
Brothers
Entered 83 to page 633.

Anflect's Admr.

vs.

Jas. B. Anflect & al

and

H. E. Smith & wife

vs

Anflect & al

These causes came on this 13th, day of April A. D. 1883 to be again heard together on the papers formerly read therein and on the Report of Wilbur J. Kilby Trustee of James B. Anflect filed the 18th, day of February 1881 and on the Report of A. L. Withers, Trustee of Anflect Brothers filed the 2nd, day of September 1881 and on the Report of Commissioner C. H. Causey being a Report of the transactions of A. C. Withers as administrator of Wilson Anflect filed the first day of April 1881 and on the exceptions of Mary L. Morrell, Benjamin Saunders and others, creditors of said Anflect Brothers, to the last above-mentioned report and on the exceptions of said administrator to the same report and ~~was argued~~ on the other Report of A. C. Withers, Trustee of Anflect Brothers filed

the 28th. day of March A. D. 1883 and was argued by counsel,

On consideration whereof the Court doth confirm the above-mentioned report of Wilbur J. Kilby, Trustee of James B. Anfleet and said two reports of A. C. Withers Trustee of Anfleet Brothers to which no exceptions have been filed, and doth adjudge, order and decree that the said A. C. Withers as Trustee of Anfleet Brothers do pay out and distribute pro rata to and among the creditors of said Anfleet Brothers on account of their claims which have been proved and allowed in these causes, the balance of ~~five and 18/100 dollars~~ ~~as in his hands, as appears by his said Report filed the 2nd. day of September 1881 and also the balance of \$858.⁸⁷ in his hands as said trustee, as appears by his said Report filed the 28th. day of March 1883, and make report ~~to~~ Court thereof to Court.~~

And the Court doth sustain the said exceptions to said Report of said Commissioner, Chas. H. Causey and doth order that ^{the} said last-mentioned re=

front be re-committed and referred with
the papers in these causes to Peter B.
Prentiss, one of the Commissioners of this
Court, who will re-state and report to
Court the account of the transactions
of said A. C. Withers, as adminis-
trator of Wilson Anfleat deceased,
expunging and excluding from said
account the four separate sums of
\$95.⁰⁰ each, being sent respectively for
the years 1877, 1878, 1879 and 1880 col-
lected by said A. C. Withers for the
heirs of said Wilson Anfleat for their
real estate, namely a house and lot
in Suffolk, Va. the same constituting
no part of the personal assets of said
Wilson Anfleat, as charged and stated
in said report of Commissioner, C.
H. Causey, And that the said Com-
missioner, Peter B. Prentiss, do re-state
and report said account ~~in~~ altern-
atively: that is to say, one account
of ~~said~~ the transactions of said A. C.
Withers as administrator aforesaid,
allowing ^{him} credit for the ^{following} sums of ~~\$635.⁰⁰~~ ~~\$1~~
^{money} expended by him ^{as follows:} for C. Virginia Anfleat
~~on the 7th day of May 1879, and the sum of~~
~~\$56.⁴⁸ expd for~~ the sum of \$635.³¹ for C.

Virginia Norfleet on the 7th day of May 1879, the sum of \$56.⁴⁸ for Patty L. Norfleet on the same day; ^{and} the sum of \$40.²² for Lillie Norfleet on the same day; ^{and} the sum of \$330.²⁶ for Ed. A. Norfleet & on the 1st day of January 1880; the sum of \$322.¹² for L. Fletcher Norfleet on the same day; and the sum of \$38.⁷⁰ for Jennie W. the wife of H. E. Smith, showing ~~the~~ ^{whatsoever} balance ^{there may be due} on the account thus made out; and another account of said transactions without allowing said administrator credit for the last ~~the~~ above-mentioned sums of money, but omitting the same from the account, showing ^{whatsoever} ~~the~~ balance ^{there may be due} on the account as thus made out, and in stating said accounts the said Commissioner, Peter B. Prentis, will also correct generally any ~~other~~ errors that may appear in said account as stated in said Report of Commissioner, Chas. H. Causey.

And the Court doth further adjudge, order and decree that said Commissioner, Peter B. Prentis, do also ^{take and} state at ^{this office} and report to Court the following accounts, to wit:

1. ~~An account~~ An account, showing

which of the debts of Anfleet Brothers which have been allowed in these causes, waive the benefit of the homestead exemption and the amounts thereof still due and unpaid, 2. An Account ^{showing which of} ~~of~~ the individual debts of James B. Anfleet, which have been allowed in these causes, waive the benefit of the homestead exemption and the amounts thereof still due and unpaid.

3. A further account of the transactions of A. C. Withers as Trustee of Anfleet Brothers, showing ^{such} ~~any~~ further collections by him of the assets of Anfleet Brothers as he may have made since his last Report in these causes.

4. An Account of the real estate of which Wilson Anfleet died seized and possessed and its fee-simple and annual value.

5. An Account of the real and personal estate which has been assigned to said James B. Anfleet as his homestead and the fee-simple and annual value of the real estate part thereof.

6. An Account showing the nature and

Kind of the assets of said Anfleet Brothers remaining in the hands of said A. C. Withers as their Trustee ~~show~~^{and} ~~ing~~ whether the same be solvent or insolvent; and

7. An account, showing the nature and kind of the assets of said James B. Anfleet, remaining in the hands of Wilbur J. Kilby, his trustee, ~~and~~ and whether the same be solvent or insolvent. And these causes are continued.

~~And the Court doth order that notice of the time and place of taking the above-mentioned accounts~~

Kind

Anfleet

vs. } In Chy

Anfleet & al

Saunderland County
Circuit Court

April Term 1883

Decree

To be entered

W. J. Kilby.

Copied

Entered O. B. W. 1/2/84

Withers administrator of William Hapflut
vs.
Jas. B. Hapflut &c.
and
H. C. Smith vs. Hapflut &c.
vs.
Hapflut &c.

These two causes came on this day to be argued together upon the papers formerly read therein, and upon the report of A. C. Withers trustee of Hapflut Brothers, and the report of William J. Kelly trustee of Jas. B. Hapflut, the former this day filed, and the latter filed on the 5th day of February 1880, to which reports no exceptions are filed, and were argued by counsel;

On consideration whereof the court doth adjudge order and deem that the said reports be and they are hereby confirmed;

And the court doth further adjudge order and deem that A. C. Withers Trustee of Hapflut Brothers do pay out and distribute the balance in his ^{hands} of \$828.26 as shown by his said report ~~to~~ pro rata to and among the creditors of Hapflut Brothers whose

claims have been proved and allowed in these causes and upon which dividends have been heretofore made.

And the Court doth further adjudge order and decree that a Commissioner of this Court take a further account of debts due by Torfleet Brothers including that due by them as endorser ~~on~~^{on} any notes due ~~by~~ by Martin N. Cuddeback to The Commercial Bank of Suffolk Virginia, as well as an account of any other matters deemed pertinent by said Commissioner or which any of the parties may be required to be so stated.

Anfleets Admin. Sal
vs. } In Chy

Anfleet Sal
Hausemond County
Circuit Court

13 April 1880

Decree

To be entered.

Yours truly

Wm. D.

Entered O. B. No. 1

p. 481-

Wilson v. Norfleet's Adm^r &

(1)

Norfleet et al.

Smith & wife

(2)

J.B. Norfleet et al.

These causes came on this day to be again heard upon the papers formerly read, on the report of Wilbur J. Kilby, Trustee, of the disbursements made by him under the decree herein of the 11th day of April, 1879, and of the collections made by him as Trustee of James B. Norfleet, deceased, since the last term of this Court, showing a balance in his hands of \$2079.⁴⁵ and upon the report of A. C. Withers, Trustee of Norfleet's Pr^{or}. - made herein pursuant to the above mentioned decree, showing a balance in his hands of \$27.42 to which reports no Exceptions are taken, and were argued by counsel.

On consideration whereof, the Court doth confirm the said reports and doth adjudge order and decree that Wilbur J. Kilby, Trustee of James B. Norfleet, do pay out and distribute the said sum of Two Thousand and Seventy nine ⁴⁵/₁₀₀ dollars (\$2079.⁴⁵) pro rata to and among the creditors of the said James B. Norfleet whose claims have been heretofore reported and allowed,

including the creditors named in Commission
W. J. Kilby's report of the 27th day of September
1878, and the claim of C. C. Duke as therein
stated, and make report thereof to the
Court.

And the said W. J. Kilby, Trustee of
James B. Norfleet, and A. C. Wither, Trustee
of Norfleet Bros., are severally directed
to proceed to collect and get in the
trust assets and funds conveyed to them
respectively, and make report thereof with
a view to a further distribution at
the next term of this Court.

And it is deemed inexpedient at this
time to distribute the small balance now
in the hands of A. C. Wither, Trustee, as
shown by his report above referred to.

And the Court doth further order that a Commissioner
of the said ~~W. J. Kilby~~ ^{W. J. Kilby} ~~and A. C. Wither~~ ^{of A. C. Wither} ~~shall take~~ ^{shall take} ~~and report to the Court~~ ^{and report to the Court}
within six months next report in this cause an
account of the transactions of A. C. Wither
of Wilson Norfleet deceased, ~~and retain in his hands~~ ^{and retain in his hands}
that the said administrator retain in his hands
any funds belonging to the estate of his
deceased intestate, the said Wilson Norfleet,
which ~~is~~ with a view to a distribution
thereof among the creditors of the said
Norfleet Brothers.

And the Cause is continued &c.

Norfolk's Arm

in } to Chas.

Norfolk et al.

Licence October 11th Term
Hausemond County Circuit
Court 1879

To be entered

Georg Blows

Chas

Entered O. B. Froh
p- 438-1

Norfolk adm.

m.

Norfolk &c.

This cause came on
this day to be again heard upon
the paper formerly read, upon the re-
port of William L. Kelly as ~~Comptroller~~ ^{Trustee}
filed on the 5th day of July 1878, the
Report of said William L. Kelly as
Comptroller filed on the 27th day of
September 1878, and upon the report
of A. C. Withers Trustee of Norfolk
Brother filed herein on the 27th day
of September 1878, to which reports
no exceptions are taken, and was
argued by counsel; On Consideration
of the Court doth sustain the
exception filed by the plaintiff to
account No. 2 of Comptroller Kelly's
report, ^{filed} herein on the 6th day of April
last, and doth now Conclude that
report, as well as the three
other reports above mentioned, in
one of which the error excepted to
is corrected in accordance with
the plaintiff's claim, so that the re-
commended of said report of the
6th April 1878 is an answer.
And the Court doth further adjudge

order and decree that A. C. Wilkes
trustee of Nafler Brothers do pay
out and distribute the balance in
his hands of \$1050.51, after first de-
ducting therefrom such professional
charges for suits brought as may be
proper, pro rata, to and among
the creditors of Nafler Brothers men-
tioned in Statement No 1. of his
said report of the 29th Sept. 1878, and
make report thereof to the Court.

And the Court doth further adjudge
and decree that Wilbur J. Kilby
trustee of Geo. D. Nafler, do pay out
and distribute the balance in his
hands of \$2009.08 pro rata to
and among the creditors of Geo. D.
Nafler, including in such distribu-
tion the creditors whose claims
are now for the first time re-
ported to the Court, and which are
set out in account No 3 of Con-
firming order to J. Kilby's report of the
said 29th Sept. 1878, and including the
claim of C. C. Duke as therein sta-
ted, to which firm creditors the
said Geo. D. Nafler as aforesaid is
directed to make such payments
as are necessary to make them ex-
-equal with those creditors who have
heretofore received a dividend from
the fund in his hands. And the

The said trustee is directed to make a
report of his said payments to the Court.

And the Court doth further adjudge
order & decree that the said A.C.
Luther Hunter as aforesaid, and W.
S. Kelly Trustee as aforesaid, do proceed
respectively to get in and collect the
cham in action, in their hands res-
pectively, and that they do respec-
tively make a report of such Collec-
tions to the Court at its next term.

And the said trustees are directed
to pay, each, one half of any
expensive costs of this Cause.

And the Cause is Continued. &c.

Worfla to adm

Mr. S. Deane

Worfla &c

11th. Oct. 1878

To be returned

Grain Road.

Entered O.B. No 1 p. 407

2 copies

Norflats adum

ca.

Norflats and others.

This cause came on this day to be again heard upon the paper formally read, upon the report made herein by Commissioner W. J. Kilby under the decree of the 5th day of February 1878, ~~and~~ upon the exceptions filed by the plaintiff to the said report, and upon the petition for a homestead filed by the defendant James B. Norflats, and was argued by counsel.

On consideration whereof the Court without passing at this time upon the said exceptions, or taking any action upon the said report, doth adjudge, order and decree that William J. Kilby be and he is hereby substituted as trustee, in the place and stead of Geo. R. Kilby, (the said Geo. R. Kilby and James B. Norflats consenting thereto) trustee under the deed of trust of the 25th day of September 1877, from James B. Norflats, a copy of which is filed as Exhibit A with the record. And the Court doth find

*and that he do out of said Cash balance of \$4063, retain the sum of \$640 claimed by Jas B. Napier in said petition as part of his homestead exemption, to be disposed of by said W. J. Kelly Trustee, as herein after directed.

then adjudge order and decree that Wilbur L. Kelly substitute trustee as aforesaid, do receive from the said John R. Kelly, trustee as aforesaid, the trust assets and effects in his hands as trustee of the said Saml B. Napier, including the balance in cash of \$4063.00, as shown by account No. 3, of the said Report ~~and that~~ he do pay out of said cash balance of \$4063.00 first pay to Saml B. Napier the sum of \$640, in full of his homestead exemption as claimed in said Petition, and the residue of said fund the said Wilbur L. Kelly, trustee as aforesaid, is directed to disburse and pay out pro rata, to and among the Creditors of the said Saml B. Napier, as set out and referred in accounts No. 6, of said report; ~~and in an~~ And the Court doth for the adjudge order and decree that A. C. Withers trustee of Saml B. Napier as ^{undisposed of trust} surviving partner, a copy of which is filed as Exhibit "Y" with the papers in the cause, do, as soon as the fund in his hands as such trustee, is ~~dis-~~

efficient for the purpose here, to the
creditors of Norflet Brothers, men-
tioned and referred in account No. 5,
a dividend of twenty per centum
each, on the debts therein stated.

And the Court doth further adjudge,
order and decree that the said W. B.
Kelby and A. C. Wether, trustees as
aforesaid, do proceed to get in and
collect the claims and demands due
to their respective trusts, with all
practicable speed, by suit or other-
wise, as they may deem best, and
that they do sell the real estate
conveyed to them respectively, when-
ever in their opinion it will be ju-
dicious to do so, and upon such
terms as they may deem best.

And the said trustees are directed
to make reports, respectively, of their
proceedings and transactions under
this decree to the Court in

And the Court doth allow the Petition
for a homestead, filed by the said Esq.
D. Norflet in this cause, and doth
adjudge order and decree that the
said Esq. D. Norflet do take and
hold as and for a homestead exemption

~~And the case is continued to.~~

April 10. 78

Norfolk and N
 W. Pierce
 Norfolk &

The transaction of
And an account of W. J. Kelly
Trustee substituted for Geo. R. Kelly
as aforesaid, ~~of the debts~~,
and a further account of the
debts due by said James B. Nor-
fleet and the said Norfleet
Brothers,

And the court doth further adjudge
order & decree that the said W. J.
Kelly as Trustee as aforesaid pay
the costs of this suit, in the
following manner (1/4) three
fourths of the same out of any
assets of James B. Norfleet
in his hands, and that the said
A. L. Withers Trustee &c. pay (1/4) one
fourth out of any assets in
his hands of the said Norfleet
Brothers.

conflicts admish.

vs ? Chcy

)
conflict et alio

To be entered
12th April 1878

Geo. P. Scott.

Entered O. B. No. 1. p. 395

We consent to this
decree.

Baker & Wallace
~~attys.~~
Kelly & Son attys.

Horfleet's Admstr:

vs. §

Horfleet et al.

This cause came on this day & he heard upon the bill & amended bill of complaint, the answers of James B. Horfleet in his own right & as surviving partner of himself & of Wilson Horfleet deceased late partners in trade under the style of Horfleet Brothers, John R. Kilby Trustee & A. L. Withers Trustee general replications to the said answers & exhibits filed, and was argued by Counsel. On Consideration whereof the Court doth adjudge order and decree that Wilbur J. Kilby ^{one of the} ~~being~~ ~~lawfully appointed~~ ~~of this Court~~ ~~Commissioners~~ ~~for the purpose~~ do proceed without delay to take the following accounts & with First: An account of the transactions of Wilson Horfleet and James B. Horfleet as late partners under the firm & style of Horfleet Brothers. Second: An account of the transactions of the said James B. Horfleet

Eighth: An account of the transactions of Mrs R. Kelly as trustee under the deed of trust in the bill & proceedings mentioned;

Ninth: An account of the transactions of the said Helvidius as trustee under the deed of trust in the bill & proceedings mentioned;

as surviving partner of the said Norfleet Brothers.

Third: An account of the debts still due by the said Norfleet Brothers showing how they are evidenced to whom due & how secured.

Fourth: An account of the partnership property and assets of the said Norfleet Brothers, and whether the same are embraced in the deed of trust to Helvidius as trustee in the proceedings mentioned.

Fifth: An account of the individual debts of James B. Norfleet including as well those due by him as surviving partner as aforesaid, as those due by him individually showing how the same are evidenced, how secured, & the priorities there of.

Sixth: An account of the individual property & estate of the said James B. Norfleet, showing whether the same is embraced in the deed to Mrs. R. Kelly trustee in the proceedings mentioned & the several liens thereon if any.

Seventh: An account of the debts due

by James B. Norfleet whether as an individual or as surviving partner as aforesaid to the estate of Wilson Norfleet deceased showing when & how the same were severally contracted.

* Which accounts the said Commissioner is directed to state settle & to the Court report. Together with any matter specially stated deemed pertinent by himself, or which may be required by either party to be so stated.

And the cause is continued for further proceedings to be had therein.

Conflicts Admistr
as {
Conflict &c

Decree

To the Clerk of Court Court
for County of Mansfield,
Enter this as a
Vacation Order,
Feb^y 5th 1878. Geo. B. Bland

We consent to
this order. Witness
Batur & Walker

John R. Kilby, atty
for F. B. Bland

Entered Chy. Order Book
No. 1. Pg. 375

Verflut adm

m. 

Verflut and other

On the motion
of the plaintiff, leave is given
him to amend his bill and
make new parties,
and on like motion and by consent
of parties, it is ordered that this
cause may be submitted to the help
of the Court for an order or decree
to be made therein in vacation,
and that any order or decree so
made hereafter and entered by the
Clerk in vacation, shall be deemed
and taken to be as valid as ~~though~~ if
they had been made and entered in
open Court.

Norfolk arm

M. S. Deener

Norfolk &c

To be returned
Oct. 18 1877

To be entered

Geo. B. Shaw

Entered Oct. 1877

p 362

We consent to this
order

A. C. Withers
Plater & Co. for
Plaintiff

John R. Kelly
atto. for D. B. M.

Norfleet's Admr, } In Chancery. No. 1.
against }
Norfleet & others

H. E. Smith & wife } In Chancery. No. 2.
vs }
J. B. Norfleet & others.

These two causes came on this day to be heard together, the first of the said causes upon the papers formerly read and upon the Report of William J. Kilby, Trustee of James B. Norfleet, ^{filed 28th day of March 1879} and the report of A. C. Withers, Trustee of Norfleet Brothers, this day filed, to which reports no Exceptions are taken; and the second of the said causes upon the bill of the complainants taken for confessed as to the adult defendants and upon the answer of the infant defendants by their guardian ad litem and general replication thereto, and upon the Exhibits filed and the Examination of witnesses, and ~~were argued by counsel~~ upon the agreement of compromise marked "X" and filed with the papers in the said last mentioned cause, and were argued by counsel.

On consideration whereof the Court doth confirm the said Reports of William J. Kilby, Trustee and A. C. Withers, Trustee, and dissolving the injunction granted on the 12th.

X The said A.C. Withers, Trustee, is directed to
pay to Thomas Griggs twenty per centum of
the balance shown to be due to him by his
said Trustee report.

day of December, 1878, in the second of the
said causes, doth adjudge order and decree
that A.C. Withers, Trustee of Norfleet Bro.
do, out of the funds in his hands as Trustee
as shown by his said Report, to wit the sum of \$1782.02
as aforesaid, pay to Henning E. Smith or
to his Attorneys twenty per centum of the
sum of Twelve hundred dollars, to wit, the
the sum of Two hundred and forty dollars, in
part payment of the amount ascertained and
agreed, as set forth in the said paper marked
"X", to be the amount of the indebtedness of the
said Norfleet Bro. to said H.E. Smith, and

X And the Court doth further adjudge, order and
decree that A.C. Withers, Trustee of Norfleet
Bro., do pay out and distribute the balance
in his hands ~~of~~ after paying the twenty per cent ~~dollars~~
~~(the two debts aforesaid)~~ ~~as shown by his said report~~
pro rata to and among the creditors of
Norfleet Bro. heretofore reported in the first
of said causes, including as one of the said
creditors the said H.E. Smith to the extent of
the balance due to him after the payment of
the twenty per cent. above decreed to him,
and also including the said Thomas Griggs
to the extent of any balance due to him after
payment of the twenty per cent decreed to him as aforesaid.

And the Court doth further adjudge order
and decree that Wilbur J. Kilby, Trustee of
James B. Norfleet, do pay out and distribute

the amount in his hands, to wit, the sum of Three thousand one hundred and ninety ¹⁵/₁₀₀ dollars (\$3190.¹⁵) as shown by his said report, pro rata, to and among the creditors of the said James B. Norfleet whose claims have been heretofore reported and allowed, including the creditors named in Commissioner W. J. Kilby's report of the 27th September, 1878, and the claim of C. C. Duke as therein stated; and in making the said distribution the said W. J. Kilby, Trustee, is directed to pay to such of the creditors ^{of said James B. Norfleet} as have not heretofore received any dividend such sums as are necessary to equalize the amounts received by them with the amounts heretofore paid to the other creditors.

And the Court doth further adjudge, order and decree that W. J. Kilby and A. C. Withers, Trustees, as aforesaid do make ~~a further~~ report of their transactions, ^{under this decree} as such Trustees, ^{a further Report, respectively} respectively, at the next term of this Court, and ^{which may be} of the collections made by them respectively with a view to a further distribution.

And the Court doth further adjudge order and decree that the costs in the second of the said cause be paid by the said W. J. Kilby and A. C. Withers, Trustees in equal proportions, out of their respective trust funds.

And this Cause is continued &c.

Norfleet's adm.

or } (1)

Norfleet, et al.

and

H. E. Smith trustee

or } (2)

J. B. Norfleet et al.

To be entered.

See B. 13.

Entered O. B. No. 4 33-4

We consent to the
entry of this decree.

White & Garnett, Attys.
for H. E. Smith trustee

Baker & Walke

for W. Norfleet
admirer

Wilbur J. Kelly, Atty. for
creditors & trustee

In the Circuit Court of Hansemond County,
Virginia.

Wilson Norfleet's Adm'r.	Plaintiff,
against	
Jas. B. Norfleet and others,	Defendants,
and	
Henning E. Smith and wife,	Plaintiffs
against	
James B. Norfleet and others	Defendants,
In Chancery.	

Exceptions taken by the said defendants, and by Mary L. Norrell, Benjamin Saunders and others, creditors of the late firm of Norfleet Brothers, to the Report of Commissioner C. H. Causey, filed in said causes the first day of April 1881.

The Exceptors except to the said Report for that the said Commissioner in his Statement of the Account in said Report of the transactions of A. C. Withers Administrator of Wilson Norfleet, deceased, has improperly and erroneously allowed to the said Administrator as credits and offsets against the balance of \$2525.³⁴ ascertained by

said Report to be due by said Administrator to the Estate of Wilson Norfleet deceased as of the 31st. day of March 1881, the following sums of money, namely:

1. The sum of \$635.³¹, paid by said Adminr to C. Virginia Norfleet, or on her account as the widow and a distributee of said Wilson Norfleet.

2. The sum of \$56.⁴⁸, paid by said Adminr to Fatty L. Norfleet, ^{or} on her account as a child and distributee of said Wilson Norfleet.

3rd. The sum of \$40.²², paid by said Adminr to Lillie Norfleet, ^{or} on her account as a child and distributee of said Wilson Norfleet.

4. The sum of \$330.²⁶ paid by said Adminr to Ed. A. Norfleet, or on his account as a child and distributee of said Wilson Norfleet.

5. The sum of \$322.¹² paid by said Adminr. to L. Fletcher Norfleet or on her account as a child and distributee of said Wilson Norfleet; and,

6. The sum of \$38.⁷⁰ paid by said Adminr. to Jennie W. Smith as a child

and distributee of said Wilson
Norfleet.

Fleet's Admr.
is } In Chy.
Fleet & al

Exceptions of Mary
L. Worrell, Benja.
Saunders and
others to Report
of Comr. L. H. H.
Causey filed 1st,
April 1881

In the Circuit Court of Hansemond County: -

Wilson Norfleet's Adm^r.

Jas. B. Norfleet and others -

and
H. E. Smith (wife)

Jas. B. Norfleet and others -

Exceptions taken by A. C. Wilkes Administrator of
Wilson Norfleet deceased to the Report of Com-
missioner C. H. Gausey, filed in said Causes the
first day of April 1881. -

The exceptor excepts to the said Report for
~~these reasons~~ the following reasons, viz:

1. The Commissioner has charged the Administrator
and credited the estate with rent of a
house and lot in Suffolk for four years.
This rent of real estate of which the testator
did seise and possessed has no place whatever
in the administration account, because it
is a part of the real assets of the
decedent with which the personal represen-
tative as such has nothing whatever to
do. It belongs to the widow and heirs
of the decedent. This exceptor acting as
attorney for the widow and heirs of the

decedent collected the said rent from the tenant, but he has long since paid it over to Caroline V. Norfleet the widow of Wilson Norfleet decd., who is also the duly qualified guardian of Wilson Norfleet's infant children.

2. The accounts are stated in an unusual way. - ~~There~~ One of them shows that the Administrator is indebted to the estate in the sum of \$34.¹⁷ as of March 31. 1881. - From the other it seems that the Administrator owes the sum of \$862.²² as of the same date. - There is no reason why the accounts should not be stated in the usual way, i.e. the accounts should be credited with all moneys received by the Administrator in his official capacity, and debited with all moneys paid out by him for which he produces vouchers, and an annual balance which should bear interest for the succeeding year, should be struck. -

Norfleet's Admr.

vs. } In Chy.

Norfleet & al

Exceptions of A. L.
Withers Admr. of
Wilson^{Norfleet} to the Report
of Chas. H. Causey
Cmr. filed 1st.
April 1881

"Exhibit A"

Whereas, by Article Eleven of the Constitution of Virginia, it is provided, that every householder or head of a family shall be entitled to hold exempt from levy, seizure, garnisheeing or sale under any execution, order or other process, his real and personal property, or either, including money and debts due him, to the value of not exceeding two thousand dollars to be selected by him: And Whereas, by section 4 of Chapter 183 of the Code of Virginia of 1873, it is provided that said householder or head of a family shall declare, by deed duly recorded in the Deed Book of the County, in which said property known as the homestead, is situated, his intention to claim said homestead: And Whereas James B.

Norfleet, of the Town of Suffolk, Nansemond County, Virginia, is a householder and head of a family, and as such, desires to hold exempt as aforesaid, certain property now owned by him and to declare his intention to do so:

Now Therefore, this Deed, made this 6th day of March, 1878, by said James B. Norfleet, witnesseth: That said James B. Norfleet does hereby declare his intention to claim as exempt, as aforesaid, and does hereby set apart and claim as and for his homestead exemption, in pursuance of said Constitution and laws, the following real and personal estate now owned by, and partly in the possession of, said James B. Norfleet, and partly in the possession of John R. Kilby, his Trustee:

1. All his right, title and interest in and to a certain Lot or parcel of land, being a three-fourths fee-simple interest, in that lot or parcel of land, where said James B. Norfleet now resides.

(Mrs: E. A. Christie being the fee-simple owner of the other one-fourth), situated on the West side of Main Street, in the Town of Suffolk, Hanseman County, Virginia, and bounded North, by Wallace Kelly's Lot: South, by the Lot of Mrs: Margaret P. Pinner: West, by the store lot of Wm: H. Jones, and East, by said Street: the same being subject to a Charge of Dower, in favor of Mrs: Mary A. Lewis of Thirty-one dollars and fifty cents under Decree of Hanseman Circuit Court: said James B. Norfleets' three-fourths interest, subject to said incumbrance of dower, in said Lot, being valued at \$ 800:00

2. All his, said Norfleets, household and kitchen furniture and chattel estate of all kinds, except such as is exempt under the Poor Law, now on said property, and in the dwelling on said premises, the same being valued at \$ 300:00

3 Two Watches, a silver one, which costs and was purchased by said Norfleets for \$10, and a gold one which was purchased by said Norfleets, about twenty years ago, for \$75, valued now, at \$40 = \$ 50:00

4 The sum of two hundred and ten dollars in money, now in the possession of said Jas. B. Norfleets \$ 210:00

5. The sum of Six Hundred and forty dollars in money, now in the hands of John R. Kelly, Trustee, under a deed

of Trust, dated the 25th: September, 1877

and duly recorded =

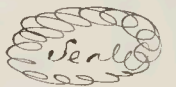
\$640:00

making in all (personal and real
estate) hereby claimed by said Norfleeth
as and for his homestead exemption, as

aforesaid, the sum of \$2000:00.

Witness the following signature and seal.

Jas. B. Norfleeth.



State of Virginia

Nansemond County, to wit:

I, Wilbur J. Kilby, a Notary Public in and for said County,
in said State of Virginia, do certify that Jas. B. Norfleeth whose
name is signed to the foregoing writing, dated the 6th: day
of March, 1878, has acknowledged the same before me in
the County aforesaid.

Given under my hand, this 6th: day of March, 1878.

Wilbur J. Kilby
Notary Public

In the Clerk's Office of Nansemond County Court the 30th:
day of March, 1878.

This Deed was received, and with the certificate annexed,
admitted to record.

Jesse,

Peter B. Prentiss, Clerk

a Copy:

Jesse,

Peter B. Prentiss, Clerk

James B. Norfolk^{xm'd}

Honested Need

(a copy)

To the Hon. Geo. Blow, Circuit Court
Judge in and for Staunton County,
Virginia;

The Petition of Jas. B. Anfleets, Party
defendant to a cause in Chancery
in said Court depending between
Wilson Anfleets Admr. and Your Petitioner,
Jas. B. Anfleets and others:

This Petitioner respectfully repre-
sents and says that on the 25th,
day of September 1877, he made his
assignment of all his effects and
assets to John R. Kilby, Trustee, in
trust to be reduced to money for
the benefit his creditors equally, of
which said assignment a duly cer-
tified copy is filed in said cause
and marked "Exhibit X"; that by
said assignment it will appear
that he gave notice of his intention
to claim the benefit of his home-
stead exemption out of said ef-
fects and assets; that since
said assignment was made,
to wit: on the 6th day of March
1878, Your Petitioner has declared by
^{as by necessary circumstances he was compelled to do,}
deed, in pursuance of law, his
intention to claim his said home-

stead and has thereby set aside
and claimed as and for his
homestead exemption certain prop-
erty, real and personal, as will
appear by a duly certified copy
of said deed filed herewith &
marked "Exhibit F"; that as a
part of said homestead exemption
your Petitioner has set aside and
claims the sum of \$640, out of
any funds or money in the hands
of his said Trustee, realised from
his said assets in said trustee's
hands; ^{that the residue of said property included in said}
^{homestead, is all in the possession of your}
^{Petitioner and he now desires to have said sum of \$640 paid to him;}
your Petitioner says that he is
informed and believes that his said
trustee has realised a large sum
of money from said assets, to wit:
several thousand dollars, and
that he still has the same in hand.

Your Petitioner prays, therefore, that
said ~~said~~ trustee may be directed
and required to pay to him said
sum of \$640 (no part of which
has he received, said Trustee refusing
to pay the same to him) out of said
funds or money in his hands be-
fore any disposition is made of

the same. And as in duty
bound Your Petitioner will ever
pray &c. Jas B. Koyler

Arfleets Admr.

vs. 3 chy.

Arfleet & als.

Petition of Jas. B. Ar-
fleet

Filed by leave of Court
12 April 1878 and the
homestead mentioned
herein allowed by decree
of 12 apr. 1878 except as
to the sum of \$640.⁰⁰

Depositions of witnesses taken before me
Peter B. Prentiss, a Commissioner in Chancery,
in the town of Suffolk - Nausumond County,
Virginia, by consent of parties and with
waiver of notice, to be read as evidence on
behalf of the plaintiffs in a certain suit in
equity pending in the Circuit Court of the
said County of Nausumond wherein H.E.
Smith and Virginia W., his wife, are
plaintiffs, and James B. Norfleet, A.C.
Withers, Administrator of Wilson Norfleet
deceased and as Trustee for Norfleet Brothers,
W. J. Kilby Trustee, and others, are defendants
on Tuesday, the 14th day of January, 1879.

Present: J. S. Garnett, Jr. Counsel for the
Plaintiffs:

A. C. Withers, Attorney, and
Wilbur J. Kilby - Attorney - for the
defendants.

James B. Norfleet, a witness, being first
duly sworn, deposes and saith as follows.

88
Question by Plaintiff Counsel:

What is your name, age, residence and
occupation?

Ans: James B. Norfleet, 66 years of
age, reside in Suffolk, formerly merchant.

2.nd Question by same.

Were you a member of the late firm of Norfleet Bro^r. composed of Wilson Norfleet and yourself - and when was that partnership formed?

Ans^r. Yes, Sir, I was, - The firm was formed on the 1.st October. 1871, and continued in business up to the date of Wilson Norfleet's death, about the 1.st day of September. 1876.

3.rd Question by same:

Your books of account of the mercantile business of Norfleet Brothers, now in the possession of A.C. Withers, Trustee, shew a lengthy running account between your said firm and H.E. Smith, the plaintiff in this suit. Please examine the said books and state as near as you can what amount of money was due by H.E. Smith to Norfleet Bro^r. on the 1.st day of April 1876, immediately prior to your purchase from him of certain land mentioned in the plaintiff's bill. -

Ans^r. The books of account of Norfleet Bro^r. are now before me. I have examined the running account of H.E. Smith, and find that he is charged therein with the sum of Five thousand five hundred and fifty one ⁶⁰/₁₀₀ Dollars (\$5551.60) - due as of the 1.st April 1876. principal money. - There was

also due at the same date a note ~~of~~ or bond of H.E. Smith for the sum of \$1197.33 dated Oct. 1st 1871. - with interest (\$23.19) at six percent from Oct. 1st 1871. - to April 1st 1876, - four years and six months - making together, principal and interest - the sum of \$1520.72. - which added to the amount of open account made up a total indebtedness - of \$7072.32 less credits on his said open acct. - 2545.68, paid at sundry dates, leaving the sum of 4526.64 due by H.E. Smith immediately prior to the purchase of lands referred to. - Four Thousand five hundred and twenty six $\frac{64}{100}$ Dollars.

4th Question by same:

Please state whether or not on that said date your ^{firm} purchased from H.E. Smith certain lands as alleged in his bill, and whether he received credit on your said books for the price thereof, and what was that price?

Ans. Yes, Sir; the firm of Norfleet Brothers, did purchase from H.E. Smith the said lands, as mentioned in the plaintiff's bill, at the price of Five Thousand Eight hundred and forty (\$5840.) Dollars, and he received credit for that sum on his said open account with Norfleet Brothers, as

shewn by their said Books of account now before me.

5th Question by same.

What amount of Debits and Credits on Merchandise account is shewn on the said Books for and against H. E. Smith since the 1st April 1876. - and state what amount of balance, if any, is shewn to be due to H. E. Smith?

Ans^r: The amount of Debits against him since that date is \$278.⁶⁶

His credits amount to \$21.75 - since that date. - The total amount of H. E. Smith's credits on his said account is \$8407.43.

The total amount of debits, including the Bond of 1197.33, and interest as aforesaid - is

7250.98

leaving a balance to the credit of H. E. Smith, still due to him and unpaid - of

\$1156.45

Eleven Hundred and fifty six ⁴⁵/₁₀₀ Dollars.

This statement is subject to the further qualification, that it was the custom of the firm of Napier & Bro^r to charge their dealers interest on semi-annual balances and allow them interest on their credits. In the foregoing calculation interest only on the bond of \$1197.³³ has been computed. It would therefore be proper to charge interest on the semi-annual

2

(James B. Norfleet's deposition, continued:)

balances calculated from Oct. 1st 1871 to April 1st 1876, - and to allow H. E. Smith interest on the balance then due to him by Norfleet Bros. from April 1st 1876, till paid.

6th Question by same:

Is it true, as alleged in plaintiff's bill, that at the time of the purchase of the lands of H. E. Smith, as shown in Exhibit "B." filed with said bill, that in consideration of the said conveyance and as a part of the same transaction, and at the same time, to wit: April 1st 1876, the said Norfleet Brothers agreed to assume, pay off and fully discharge the balance of the debt due to Thomas Griggs, evidenced by the bond of H. E. Smith and Wilson Norfleet, dated June 10th 1869, and secured to said Griggs as a lien on the land mentioned in the bill as the "Griggs' Tract"?

Ans^r. Yes. That is true.

7th Question - by same.

Did Norfleet Brothers pay off the said debt to Thomas Griggs?

Ans^r. No.

8th Question by same.

Did they pay the interest on said debt

or any part thereof to Thomas Griggs?

Ans^r. - Yes, they paid the interest to Griggs on said debt for one year. This was paid by me some time in the month of October or November, 1876^{or thereabout}, after the death of Wilson Norfleet, - and the amount paid him was about One hundred Dollars.

And further this deponent saith not

Geo B Norfleet

Valuable Real Estate

IN THE VICINITY OF SUFFOLK

FOR SALE.

By virtue of a Deed of Trust executed by Wilson Norfleet and Henning E. Smith, on the 10th day of June, 1869, and duly recorded in the Clerk's Office of Nansemond County Court, to secure a certain debt therein mentioned, due to Thomas Griggs, (being thereto required by said Griggs), I shall expose to sale before the Court House Door of Nansemond county, in the Town of Suffolk, at Public Auction,

On Monday, March 11th, 1878,

(being Court day,) at 12 o'clock, M., a valuable tract of land, containing 90 Acres and 3 Poles, lying on both sides of the Somerton Road, about one mile from the Town of Suffolk, and adjoining the lands of Robert R. Smith, Henning E. Smith, William R. Brothers (lately George R. Smith), and the Thayer Brothers.

TERMS OF SALE—\$500 will be required in cash. One half of the balance to be paid the 11th day of August, 1878, and the other half thereof, the 31st day of December, 1878, the deferred payments to carry interest from day of sale.

PETER B. PRENTIS, Trustee,

Suffolk, Va., Feb. 20th, 1878.

Memorandum of Agreement between
H. E. Smith, plaintiff in a certain suit
in Equity now pending in the Circuit Court
of the County of Nauset, of the one part
and A. C. Wither^{adm^r} and
Trustee, and W. J. Kilby
Trustee, defendants in the said suit, of
the other part; witnesseth that in consideration
of the dismissal of the said suit by the
plaintiff and his consent to the dissolution
of the Injunction granted therein, the said
defendants A. C. Wither^{adm^r} Trustee, and W. J.
Kilby, Trustee, ^{and as atty for Nafleet Bros' creditors} do hereby agree and consent
to the entry of a decree in the suit of
Wilson Nafleet's Adm^r. vs. Jas. B. Nafleet and
others, pending in said Circuit Court, directing
that the claim of the said H. E. Smith against
Nafleet Brothers, and others, shall be fixed
and determined as the sum of Twelve
Hundred Dollars, twenty percent thereof
together with the ^{now ready for distribution} pro rata amount, to be
at once paid to him or his attorneys, and the
balance to be paid at such times, ^{and in such amounts,} as
the other creditors in said last mentioned
suit receive their dividends. And the costs
of the said first named suit shall be paid by
the said A. C. Wither, Trustee &c.

Witness our hands and seals, this 4th April. 1879.

H. E. Smith

(Seal)

Wilson J. Kilby

(Seal)

Trustee and attorney.

A. C. Wither Trustee

(Seal)

H.E. Smith

with } Agreement
 of
 Compromise

Withers, Trustee to &
Kiehl Trustee to ally

April 4th 1879

"X"

Plat filed in oversize

This Deed,

made the First day of April

in the year of our Lord, one thousand eight hundred and seventy - seif (1876.) — between

Henning E. Smith and Jennie W. his wife

of the county of Nansemond and State of Virginia, of the one part, and James B. Nafleet and Wilson Nafleet, merchants and partners in trade, under the firm name and style of Nafleet Brothers, of the Town of Suffolk, in the County and State aforesaid of the other part, witnesseth: That the said Henning E. Smith and Jennie W. his wife

in consideration of the sum of Twenty-three hundred and forty (2340) dollars do grant with general warranty, unto the said Nafleet Brothers, as aforesaid

and to their heirs and assigns, forever, the following real estate, to wit:

all that lot, piece or parcel of land, situate, lying and being in the Town of Suffolk, aforesaid, estimated to contain Twenty (20) acres more or less, and bounded as follows: on the West, by Wellows Street; on the South, by the line of the Atlantic, Mississippi and Ohio Rail Road; on the East, by Sycamore Street, and the lands of Amos Hamell, Thomas W. Smith and William Cherry; and on the North by Jackson Avenue - less the several lots sold off to Thomas W. Smith, William Cherry and Joseph King: which said land has been surveyed (and marked off, in Lots, numbered from 1 to 86, inclusive - a Diagram of which is hereto annexed - the said lots heretofore sold off to said Thomas W. Smith, being Lot No. 81, those sold to said William Cherry, being Nos: 79 & 80; and that sold to said Joseph King being, No: 2.

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

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

Witness the following signatures and seals

H. E. Smith [SEAL]
Jennie W. Smith [SEAL]

Witnesses:

IN THE CLERK'S OFFICE of Nansemond County Court, the 4th day of April 1876. This Deed together with the Diagram annexed was presented and acknowledged by Henning E. Smith and Jennie W. his wife to be their act and Deed. And the said Jennie W. Smith being ^{solely} examined by me, privily and apart from her husband, and having said Deed fully explained to her, acknowledged that she had willingly executed the same and wished not to retract it. Whereupon said Deed together with said Diagram is admitted to record.

Teste,

Peter B. Dentis Clerk.

Henning E. Smith
& wife
To { Deed &c

Norfolk Brothers

1876
April 4th: Acknowledged in
the Clerk's Office by Henning E.
Smith & wife. L LAR

In
Recorded Deed Book No. 5. p 353

To James B. Corfleet
Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to A. C. Withers, Administrator of Wilson Corfleet deceased as dividends on account of the several claims of \$2631.⁶¹ and \$500. and \$376.⁰¹, which were proved and allowed in favor of said Wilson Corfleet or his estate against you for settlement in the suit in Chancery pending in the Circuit Court of Hansemond County, Virginia, between the said Administrator, Plaintiff and yourself and others, Defendants; the undersigned, L. Virginia Corfleet, widow of said Wilson Corfleet and L. Fletcher Corfleet, Ed. A. Corfleet, Pattie Louise Corfleet and Lillian G. Corfleet, and the said L. Virginia Corfleet as the guardian of said L. Fletcher Corfleet, Ed. A. Corfleet, Pattie L. Corfleet and Lillian G. Corfleet, heirs at law and distributees of the said Wilson Corfleet deceased, do hereby agree to cancel the balances

due on said claims and to release
you from any further liability to them
or either of them or the estate of said
Wilson Corflect deceased, on account
thereof and do hereby agree that the
several sums of money paid as afore-
said on account of said claims to
said Administrator, shall be in full
satisfaction of said claims.

Respectfully

C. V. Corflect

L. F. Corflect

E. A. Corflect

C. L. Corflect

L. G. Corflect

C. V. Corflect

18th. August 1883

No. 1

Baltimore Sept. 7th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
P. Zeel & Sons as dividends on account of their claim
of \$111⁰⁰, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

P. Zeel & Sons

No. 2

No. 2

Pittsburg Va Sep 6th

1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Allen & Prichard as dividends on account of *Their* claim
of *\$127 ⁷⁵*, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *do*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Allen Prichard

No. 3

No. 3

Past.

Sept 7th

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Whiteley Bros. & Co as dividends on account of *their* claim
of *\$121 07*, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *do*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Whiteley Bros. & Co

No. 4

No. 4

Philadelphia Pa.

Sept. 7th. 1882.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
C. H. Garden Ho as dividends on account of their claim
of \$109¹³, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

C. H. Garden Ho

cho. 5

No 5

Phila Pa

Oct-12th 1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
A. A. Shumway & Co as dividends on account of *their* claim
of \$327.⁶⁵, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *do*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

A. A. Shumway & Co

No. 6

No. 6

Philadelphia
Sept 7 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Jacob Riegel Heo, as dividends on account of their claims
of \$222⁷⁵ and \$98¹³, which were proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Jacob Riegel Heo

No. 7

No. 7

Philadelphia

Sept 8 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Young, Smith, Field & Co as dividends on account of their claim
of \$181.⁰⁶, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Young, Smith, Field & Co

With best wishes for our common man

No. 8

No. 8

43 S. Howard St.
Baltimore, Md.

January 8th 1885

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us _____ as dividends on account of our claim
of \$129.⁹² _____, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim. all costs being paid
by the said J. B. Norfleet
Respectfully,

Wm. Moore Kyle
In liquidation

No. 9

To whom it may concern:

This is to certify that the two claims of Hurst, Purnell & Co. against James B. Corfleet - one for the sum of \$192.⁵⁵ and the other for the sum of \$97.⁶⁶ which were proved and allowed in the suit in Chancery pending between Wilson Corfleet's Admr. Plaintiff and James B. Corfleet and others, Defendants, in the Circuit Court of Chaussemond County, have been both satisfied and paid in full and that the said Hurst, Purnell & Co. have no further claim on account thereof against the said James B. Corfleet or his Trustee.

Wm. H. Wright
att'y for Hurst, Purnell & Co

6 Sept. 1883

No. 10

No. 10

Philadelphia, Pa
September 8th 1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Hood, Bombright & Co as dividends on account of Their claim
of \$ 211 ⁸⁶, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Hood Bombright & Co

No. 14

No. 11

314 & 316 Market Street
Philadelphia Pa.

Nov. 8th

1884

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Louchheim Bros. as dividends on account of their claims
of \$663.17 and \$64.⁰⁰, which were proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balances due on
said claims and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claims'.

Respectfully

Louchheim Bros.

Witnesses:
Louis C. Miller

Louchheim Bros.

No. 12

1121

Baltimore Md.

October 11th 1884

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
John Hellman Sons as dividends on account of Their claim
of \$152.59, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and we
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

John Hellman Sons
as Liquidators

John Steiman House

No. 13

113)

Suffolk, Va

Sept 19 1884

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of my claim^s
of \$260¹⁶ and \$51⁸⁰, which were proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree^s to cancel the balance due on
said claim^s and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Witnesses:

Respectfully

Frank Jones,
Wilbur J. Kilby

Mourning ^{her} Lawrence
mark

No. 14

No 14

Suffolk, Va.
Feb. 10th. 1885

To James B. Norfleet Esq.
Dear Sir:

In consideration of the several sums of money which have been paid to me as dividends on account of my claim of \$240, which was proved against you and allowed for settlement in the suit in Chancery pending in the Circuit Court of Chancery County, Va. between Wilson Norfleet's Admr. Plaintiff and yourself and others, Defendants, the undersigned hereby agrees to cancel the balance due on said claim and to release you from any further liability on account ^{thereof} and ~~to~~ hereby agrees that the several sums of money paid as aforesaid on account thereof shall be in full satisfaction of said claim.

Respectfully
Julia A. Norfleet.

No. 15

Gates Co. N. C.

Sept. 8th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of my claim
of \$41.35, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

J. H. Morgan

No. 16

No. 16

Coatesville Pa

4th 8th

1884

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of my claim
of \$119 00, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Isaac Geasley Sen^r

No. 17

(17)

87 W. Baltimore St.
Baltimore, Md.

January 10th, 1885

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me _____ as dividends on account of my claim
of \$66 ⁵⁹/₁₀₀ _____, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim. Provided all costs of said suit
are paid by said Norfleet.

Respectfully

James E. Spott,

Gas. E. Pratt

No. 18

1/18)

Pulte Sept 17th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of our claim
of \$104⁷⁷/₈, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wiesenfeldt

No. 19.

No 19

Phaid. Oct 4th 1883

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Wolf Mayer & Co as dividends on account of their claim
of \$139.²⁰, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wolf Mayer & Co²

No. 20

No. 20

Norfolk Va

Sept 10th, 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
S. March & Co., as dividends on account of their claim
of \$173.⁰⁹, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants; the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

S. R. White, surviving partner
of S. March & Co.
S. R. White

Have just notes, or this
would have been sent sooner.
S. R. W.

No. 21

No. 21

#3571 #378

THE COMMERCIAL BANK.

\$250. ⁴⁰/₁₀₀

Suffolk, Va., Jan 1st 1877

Four months ~~Days~~ after date I promise to pay unto
~~Y^{rs} Geo. S. Sover~~ or Order, negotiable and pay-
able at the COMMERCIAL BANK OF SUFFOLK, in Suffolk, Va.,
without offset Two hundred & fifty ⁴⁰/₁₀₀ Dollars,
for value received; and we, maker and endorsers, hereby waive the
benefit of our Homestead Exemption as to this debt.

Credit the maker.

~~Geo. S. Sover~~

177.8 oct 4

#1694

~~The Seating Song~~

Mr. Chaplain

PEOPLES TEMPLE
NEW YORK
W. S. WILKINSON, Editor.

~~J. H. Wilkinson~~

#3340

THE COMMERCIAL BANK.

533
Oct 10/83
\$ 208. $\frac{45}{100}$ Suffolk, Va., August 11th 1877

Sixty Days after date I promise to pay unto
~~J. W. Seabury & Sons~~ or Order, negotiable and pay-
able at the COMMERCIAL BANK OF SUFFOLK, in Suffolk, Va.,
without offset Two hundred & eight $\frac{45}{100}$ Dollars,
for value received; and we, maker and endorsers, hereby waive the
benefit of our Homestead Exemption as to this debt.

Credit the maker.

~~Wm. B. Seabury~~

1870. Oct 13

#1738

208.40

5212

156.33

~~W. S. Wilkinson~~

PAY. *Wm. C. Ireland*
Eq. Cashier, & Treasurer
for Above

PEOPLES NATIONAL BANK
NORFOLK, VA.
W. S. WILKINSON, Cashier.

~~W. S. Wilkinson~~

Chapel Hill Sep 4 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of our claim
of \$ 566 ¹⁵ / 100, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

J. M. Leaning Esq.

No. 22

No. 22

Baltimore Md
Sept 7th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Pearre Brothers & Co. as dividends on account of their claim
of \$43.⁵⁶, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Pearre B. & Co.

No. 23

No 23

Norfolk Va

Sept 22nd 1882.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of our claim
of \$410.³³, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

W. H. Davis

No. 24

No. 24

Balto. Sep. 7

1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Moses Cohen Sons as dividends on account of their claim
of \$58.78, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Moses Cohen Sons

No. 25

No. 25

33 Lexington St.
Baltimore, Md.

Feby. 10th 1885

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Ahrens, Spilker & Co as dividends on account of their claim
of \$58.31, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Heinrich C. Tieck
Trustee of Ahrens, Spilker & Co

No. 26

(26)

1
1
Norfolk Va.
Sept. 6th

1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us of \$15.⁷⁹ as dividends on account of our claim
of \$15.⁷⁹ which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

James Reid & Co

No. 27

No. 27

Philad. Pa

Sept 7

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
H. H. Watkins ~~as~~, as dividends on account of ~~the~~ ^{this} claim
of \$92¹⁹ —, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and ^{does}
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

H. H. Watkins,

No. 28

No. 28

Baltimore

Sept 7

1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to Samuel Bevan & Co., as dividends on account of *Their* claim of \$324 ⁸⁷, which *was* proved against you and allowed for settlement in the suit in Chancery pending in the Circuit Court of Nansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and yourself and others, defendants, the undersigned hereby agree to cancel the balance due on said claim and to release you from any further liability on account thereof, and *do* hereby agree that the several sums of money paid as aforesaid on account thereof, shall be in full satisfaction of said claim.

Respectfully

With pleasure
Sam Bevan & Co.

E. J. Miller
Serving Partner

21
1/2

No. 29

No. 29

Anfolk, Va.

January 14th 1885

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of my claim
of \$38.20, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wm J Harrison
for C. J. Tennant

C. J. Tennant

No. 30

(30)

1
1
Norfolk ^{11th} Sept 5 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of my claim
of \$188.63, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

C. Dillups

No. 31

No. 31

Suffolk, Va.

Sept. 8th, 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of our claim
of \$22,72, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

John Smith

Luke Smith

No. 32-

No. 32

To whom it may concern:

This is to certify that the claim of John R. Kilby, assignee of Sickel, Singleton & Co., against James B. Norfleet for the sum of \$146.³⁰ which was proved and allowed in the suit in Chancery pending between Wilson Norfleet's Admr. Plaintiff and said James B. Norfleet and others Defendants in the Circuit Court of Houseman & County, Va. has been satisfied and paid in full and that neither the said John R. Kilby's estate, nor the undersigned has any further claim or account thereof against the said James B. Norfleet or his Trustee

Wilbur J. Kilby, Executor and Trustee of John R. Kilby

6 Sept. 1883

No. 33

No. 33

Norfolk, Va.

Dec. 31st 1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me _____ as dividends on account of my claim
of \$38¹⁵ _____, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wm. O. Samuel

John C. Gamage

No. 34

(34)

Baltimore

Sept. 10th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Samuel Adams & Co., as dividends on account of their claim
of \$80⁰⁵, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Samuel Adams & Co.

No. 35

No. 35

181 W. Baltimore St.
Baltimore, Md.

February 24th 1885

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Stein & Co. as dividends on account of Their claim
of \$297.⁷⁶, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Stein & Co in Liquidation
Per M. Heindelberger.

No. 36

(36)

Baltimore

7th Sept.

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of *our* claim
of *\$643.84*, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *do*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wm. B. Norfleet

No. 37

No. 37

Philada, Sept 7th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Ziegler Bros as dividends on account of their claim
of \$149.⁴⁰, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Ziegler Bros,

No. 38

No. 38

Norfolk
Sept 9th 1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of our claim
of \$346 ⁴²/₁₀₀, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

W. F. Allen

No. 39

No 39

Norfolk Va
Sept 11th

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
The Norfolk Oil & Guano Co., as dividends on account of *its* claim
of \$50.⁴⁰, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *does*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Walter Duggs Bush
Norfolk Oil & Guano Co

No. 40

No. 40

Baltimore Sept 7 1883

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of my claim
of \$105⁰⁰/₁₀₀, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Louis A. Ortnoh

No. 41

Ch. 41

Wm. B. Norfleet, Esq.
Suffolk, Va.

1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to Eastham, Powee & Co., as dividends on account of their claim of \$159⁰⁵, which was proved against you and allowed for settlement in the suit in Chancery pending in the Circuit Court of Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on said claim and to release you from any further liability on account thereof, and does hereby agree that the several sums of money paid as aforesaid on account thereof, shall be in full satisfaction of said claim.

Eastham, Powee & Co.
By Wm. B. Norfleet
Suffolk, Va.

Cho. 42

Cho. 42

Cho. 42

Cho. 42

Norfolk, Va.

Dec. 31st 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of our claim
of \$39 00, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Hambro & Bros

Hamburger Bros

No. 43

(43)

Norfolk Va

Apr. 9th

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Anderson, Grady & Co. as dividends on account of their claim
of \$63³³, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Anderson Grady & Co. by
J. B. Anderson

No. 144

No. 44

506 Broadway
New York City

Dec. 26th, 1884

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Newburger & Hochstadters as dividends on account of *their* claim
of *\$88⁵⁰*, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *we*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Newburger & Hochstadter
in sign
per *Hochstadter*
by *Inverary*.

Neulinger + Hochstadter

No. 45

(45)

Philadelphia, Pa.,
September 8th, 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Geo. B. Bains & Sons as dividends on account of Their claim
of \$64 ⁷² , which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Geo. B. Bains & Sons

No. 46

No. 46

Philadelphia Pa.

Sept. 7th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Strouse, Loeb & Co as dividends on account of their claim
of \$172⁰¹, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Strouse, Loeb & Co

No. 47

No 47

Norfolk Va.

Sept. 5th 1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of *our* claim
of \$294.⁰⁵, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *do*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wm. B. Walker

No. 48

No 48

Baltimore Md

Sept 15th

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us as dividends on account of *our* claim
of \$270.⁹⁷, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *do*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Adams B. Miller

No. 49

No. 49

Norfolk Va
Sept 7th

1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
us _____ as dividends on account of *our* claim
of \$111 92 _____, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *do*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wm. Ellison Watts

No. 50

No. 50

Baltimore Md
Sept. 7th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
Carlin & Fulton as dividends on account of their claim
of \$7.54, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and do
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Carlin & Fulton

No. 51

No 51

Gates Co. N. C.

Sept 8th 1888.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of my claim
of \$14³⁵ which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agree to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

George W. Kittree

No. 52

No. 52

To James B. Corfleet
Dear Sir:

For value received, the undersigned,
Jacob E. Kelly, hereby agrees to re=
lease and does hereby release you
from any and all further liability
or responsibility to him on account
of the claim of \$12.³⁰ which was
reported and allowed for settlement
in his favor against you in the
suit in Chancery, pending in the
Circuit Court of Commonwealth County
Virginia between Wilson Corfleet's
Administrator, plaintiff and your=
self and others, defendants and
hereby cancels and surrenders any
and all right to claim, demand
or have of you any dividend or
sum of money on account of the
balance that may be due on said
claim.

Respectfully
Jacob E. Kelly

8 Octo. 1883

J. E. Kelly

No. 53

No. 53

To whom it may concern:

This is to certify that the claim of Benjamin Saunders against James B. Corfleet for the sum of \$3000, due by Bond, which was proved and allowed in the suit in Chancery pending between Wilson Corfleets Admr. Plaintiff and James B. Corfleet and others Defendants in the Circuit Court of Chausmond County, has been paid and satisfied in full and that neither the said Benjamin Saunders nor his estate has any further claim on account thereof against the said James B. Corfleet or right to demand payment of the same.

B. L. Saunders
Admr. of Benja. Saunders decd.

18 Augt. 1883

No. 54

No. 54



On demand, I promise to pay unto Charles C. Duke
his heirs, executors, administrators or assigns the just and full sum of One
Thousand (1000) Dollars and no Cents,
current money of the United States, for value received; and it is agreed upon by
the parties that interest on this note shall be at the rate of Eight per cent. per annum;
for the true payment of which I bind ^{myself} ~~myself~~, my heirs, executors and administrators,
firmly by these presents: and I hereby waive the benefit of my homestead exemption
as to this debt, obligation or contract.

As witness my hand and seal this 6th day of August
in the year of our Lord one thousand eight hundred and seventy and seven (1877)

Witness
Peter B. Prentiss

Charles C. Duke (Seal.)
(Seal.)

Ant. of Bond ————— \$1000.00
 Int. from 6 Aug. 1877 to 13 May
 1878 — 9 m. 3 ds.

$\begin{array}{r} 45.00 \\ \sqrt{1045.00} \end{array}$

1878 May 13, Credit net pro-
 ceeds of sale of land conveyed
 by deed of trust to secure this Bond = 618.75

1878 May 13 Bal. due this day. $\begin{array}{r} 426.25 \\ \sqrt{426.25} \end{array}$

Int. on \$426.25 from 13 May 1878 to 7 May 1879 = 25.15

Paid by W. J. K. Trustee 7 May 1879 $\begin{array}{r} 451.40 \\ 197.49 \end{array}$

Int. on \$253.91 to 7 Jan. 1880 from 7 May 1879 $\begin{array}{r} 253.91 \\ 10.15 \end{array}$

Paid by W. J. K. Trustee, 7 Jan 1880 $\begin{array}{r} 79.21 \\ \hline 184.85 \end{array}$

James B. Noyes

in { Bond \$1000.

Charles C. Luke

 One th 6th day of
 Aug. 1877 with int: to
 8 per cent secured by
 Deed of Trust on Real
 Estate.

Suffolk, Va.

24th. October 1884

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me _____ as dividends on account of my claim
of \$1000⁰⁰ _____, which was proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and does
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Charles ^{his} C. Duke
man

Witnesses:

V. L. Hodges

Geo. L. Boren

E. C. Drake

No. 55

No. 55

Suffolk, Va.

Sept. 6th 1883.

To JAMES B. NORFLEET, Esq., Suffolk, Va.

Dear Sir:

In consideration of the several sums of money which have been paid to
me as dividends on account of *my* claim
of *\$49 50*, which *was* proved against you
and allowed for settlement in the suit in Chancery pending in the Circuit Court of
Hansemond County, Virginia, between Wilson Norfleet's Administrator, plaintiff, and
yourself and others, defendants, the undersigned hereby agrees to cancel the balance due on
said claim and to release you from any further liability on account thereof, and *does*
hereby agree that the several sums of money paid as aforesaid on account thereof, shall
be in full satisfaction of said claim.

Respectfully

Wm. T. Gilby.

No. 56

No. 56

To whom it may concern:

This is to certify that the claim of J. B. Wilson Heo. against James B. Norfleet, for the sum of \$12.⁴⁰, which was proved and allowed in the suit in Chancery pending between Wilson Norfleet's Admr. Plaintiff, and said James B. Norfleet and others, Defendants in the Circuit Court of Houseman and County, Va. has been satisfied and paid in full and that the said J. B. Wilson Heo. have no further claim on account thereof against the said James B. Norfleet or his Trustee

Wilbur J. Kilby Atto.
for J. B. Wilson Heo.

6 Sept. 1883

Norfleet's Advr.

vs. } In Chy.

Norfleet & al.

Releases from Jas. B.
Norfleet's Creditors
Numbered
from 1 to 57 in-
clusive.

No. 57

No 57

In the Circuit Court of Chausmond
County, Virginia

Wilson & Corfleets Admr.

vs.

} In Chancery

James B. Corfleet and others

1883 August 15th. Received of James
B. Corfleet the respective sums of money
set opposite our names below, in part
of our respective claims, which have been
proved and allowed in the above-en-
titled cause against the late firm
of Corfleet Brothers, composed of Jas.
B. Corfleet and Wilson Corfleet, deceased,
to wit:

Mary L. Monree by Wilbur J. Kilby her atty.	\$ 239 38
Beij. Saunders by Wilbur J. Kilby, his atto.	155 76
John F. Hazlett by Wilbur J. Kilby, his atto.	73 24
Henry A. Morgan by Wilbur J. Kilby his atto.	10 16
Thos. Griggs by Wilbur J. Kilby, his atto.	21 05
Norfolk Oil & Guano Co. by Wilbur J. Kilby atto.	3 70
Millard T. Pinner	11 18
H E Smith	148 78
Total	\$ 663 25

Wilson & Torfleet's Admr.

vs.

} In Chy

Jas. B. Torfleet & al

Paper No. 58

Receipt from creditors
of Torfleet Brothers
to Jas. B. Torfleet for
payments in part of
their claims.

1881. Sept. 10th. Filed
clt.

In the Circuit Court of Chaussemond
County, Virginia:

Wilson Corfleet's Admr.

vs. } In Chancery
James B. Corfleet and others

1883 August 18th. Received of Edward
A. Corfleet

the respective sums of money set opposite
our names below in full of the balances
due of our respective claims, which have
been proved and allowed in the above-
entitled cause against the late firm
of Corfleet Brothers, composed of James
B. Corfleet and Wilson Corfleet de-
ceased, to wit:

Mary L. Worrell by Wilbur J. Kilby Atto.	\$ 359 07
Benj. Saunders by Wilbur J. Kilby Atto.	233 65
John A. Hazlett by Wilbur J. Kilby Atto.	109 86
Henry A. Morgan by Wilbur J. Kilby Atto.	15 23
Thos. Griggs by Wilbur J. Kilby Atto.	34 08
Norfolk Oil & Guano Co. by Wilbur J. Kilby, Atto.	5 54
Millard T. Pinner	16 76
H E Smith	223 17
Total	\$ 997 36

1883 August 18th. In consideration of the
payment by said Edward A. Corfleet
of the above sum of nine
hundred and ninety-seven and $\frac{36}{100}$
dollars in full of the above-mentioned

balances due as of this date to the Creditors of the late firm of Corfleet Brothers composed of the late Wilson Corfleet deceased and ^{James B. Corfleet} myself:—, the undersigned, ~~James B. Corfleet~~, do hereby assign, transfer and make over unto the said Edward A. Corfleet all ^{our} ~~my~~ right title and interest in the above-mentioned claims and also all ^{our} ~~my~~ right title and interest in all the assets real, personal and mixed remaining uncollected of the said Corfleet Brothers, which were lately in the hands of A. C. Withers, late trustee of said Corfleet Brothers, and which were conveyed to him as said Trustee by the deed of Trust from said Corfleet Brothers dated the 2nd day of October 1877, a copy of which is filed in said cause. This assignment is made without recourse to us or any one of us.

Millard T. Pinner

Benj. Saunders by Wilbur J. Kilby Atto.
John F. Hazlett by Wilbur J. Kilby Atto
Henry A. Morgan by Wilbur J. Kilby Atto
Thos. Griggs by Wilbur J. Kilby Atto.
Norfolk Oil & Guano Co. by Wilbur J. Kilby Atto.

Harry L. Worrell

H E Smith

James B. Corfleet

Wilson Torfleet's Admr

vs } In Chy

James B. Torfleet

Paper No. 59

Receipt from creditors
of Torfleet Brothers
for balance in full
of their claims

and

assignment of
Jas. B. Torfleet and
others to Edward A.
Torfleet.

1885. Sept. 10th. Filed.
C. H.

To all whom it may concern;
I, the undersigned, Thos. G. Elam, Cashier of the The Commercial Bank of Suffolk, Virginia, in Suffolk, Va. do hereby certify that all notes or other evidences of indebtedness of the late firm of Anfleet Brothers, composed of the late Wilson Anfleet deceased and James B. Anfleet, due by them to said Bank, or due and payable to individuals or others and negotiable at said Bank and payable there, have all been paid or otherwise satisfied and that said Bank now does not hold any such notes or evidence of indebtedness by said Anfleet Brothers to it or for collection for any individual or otherwise; and that there is not now due to said Bank or to any person or otherwise, any note or ~~other~~ evidence of indebtedness of any individual to another at said Bank or to said Bank and negotiable and payable at said Bank upon which the said Anfleet Brothers are endorsers

or for which they are in any way liable, all such notes or evidence of indebtedness having been paid or otherwise satisfied; and that all notes or other evidences of indebtedness of said Wilson & Fleet or said Jas. B. Fleet individually, which may have been due to said Bank by them, or due and payable by them to individuals or otherwise and negotiable and payable at said Bank or otherwise, have all been paid or otherwise satisfied and that said bank does not now hold any such notes or other evidences of indebtedness due to it or for collection for any person; and that there is not now due to said Bank or to any person or otherwise any note or other evidence of indebtedness of any individual to another at said Bank or to said Bank itself and negotiable and payable there or otherwise, upon which the said Wilson & Fleet or the said Jas. B. Fleet is individually an endorser or for which either of them is in any way liable. — all

such notes or other evidences of such indebtedness or liability having been paid or otherwise satisfied in full.

And that all the money collected out of the assets of said Jas. B. Anfleet individually and said Anfleet Brothers, which were placed and pledged at said Bank as collateral security for their indebtedness to and at said Bank, has been applied on account of said indebtedness, and that all the uncollected assets so pledged have been by the undersigned returned and delivered (those of Anfleet Brothers) to A. C. Withers in his lifetime, their Trustee and (those of said Jas. B. Anfleet) to Wilbur J. Kilby his Trustee.

Given under my hand this 23d, day of August 1883

@ Thos. G. Clam
Cashr.

Norfleet's Admr.

NS } In Chy.

Norfleet & al.

Paper No. 60
Certificate of
Thos. G. Elam
Cashier of the The
Commercial Bank
of Suffolk, Va.

1888. Sept. 10th. Filed *cl*

Statement of the debts due by
 Corfleet Brothers and pay-
 ments on account thereof

Due Mary L. Monell 15 Apl. 1883		\$ 889 92
Paid 15 April 1883 by A. C. Withers. Trustee of Corfleet Brothers 34 1/2 per cent.		
		307 02
		582 90

Interest at 8 per cent from 15 Apl. 1883 to 15 Aug. 1883 - 4 m.		15 55
		598 45

Due Benj. Saunders 15 Apl. 1883	582 85	
Paid 15 Apl. 1883 as above	201 08	
	381 77	
Interest at 6 per cent as above.	7 64	389 41

Due John F. Hazlett as above	274 06	
Paid him as above	94 55	
	179 51	
Interest at 6 per cent as above.	3 59	183 10

Due Henry A. Morgan as above	38 00	
Paid him as above	13 11	
	24 89	
Interest as above	50	25 39

Due Thomas Giggis as above	82 52	
Paid him as above	28 47	
	54 05	
Interest as above	1 08	55 13

Due Corfolk Oil & Guano Co. as above	13 78	
Paid it as above	4 72	
	9 06	
Interest as above	18	9 24
carried on		\$ 1260 72

brought on			\$1260 72
Due M. T. Pinner as above	41	81	
Paid him as above	14	42	
	27	39	
Interest as above		55	27 94

Due H. E. Smith as above	556	74	
Paid him as above	192	08	
	364	66	
Interest as above	7	29	371 95
			\$1660 61

Paid by Jas. B. Corfleet
15 August 1883 in part
of the above debts as fol-
lows:

To Mary L. Worrell 40 per cent =	\$239.38	
" Benj. Saunders "	155.76	
" John F. Hazlett "	73.24	
" H. A. Morgan "	10.16	
" Thos. Giggis "	21.05	
" Norfolk oil Co. "	3.70	
" M. T. Pinner "	11.18	
" H. E. Smith "	148.78	= 663 25

Paid by Ed. A. Corfleet
15 August 1883 in full of
said debts as follows:

To Mary L. Worrell 60 per cent	\$359.07	
" Benj. Saunders "	233.65	
" John F. Hazlett "	109.86	
" H. A. Morgan "	15.23	
" Thos. Giggis "	34.08	
" Norfolk oil Co. "	5.54	
" M. T. Pinner "	16.76	
" H. E. Smith "	223.17	= 997 36
		\$1660 61 \$1660 61

Horfleet's Advr.

vs. } In Lohy

Horfleet Sal.

Paper No. 61.

1885. Sept. 10th. Filed
M.

Costs

CLK	\$ 16.10
per letter: May	16.50
June	15.00
July	50
Printer	14.00
Comm ^{rs}	100.00
	164.10
net to be paid: 78	

per letter: 4	60
do	75
net to be paid	2.50
16 th July	2.50
net to be paid: 79	
CLK	
	5.60

RECEIVED of

quarter of the within.

Collector Sta

County of .

Bank in Ch	25-
2 chas	21-
Wing	18
so	18
ate	11
13 in dble	25-
Bar	1.00
by	13-
Long day	15-
only	36
country	1.00
hatch	1.00
Long day	50
can	
	<u>\$5.07</u> LK

Chin

for 5/16	<u>2.00</u>	
	\$7.37	all
	15.00	atto
	<u>\$22.37</u>	

Conto.

Cents

clm.	\$10.00
att. - Am	16.50
SHV	<u>3.00</u>
	\$295-0 c

Copy

Smiths Larp

v

J.B. Russell Sol

CIRCULAR.

SUFFOLK, VA., Sept. 25th, 1877.

TO THE CREDITORS OF JAMES B. NORFLEET, Esq :

Mr. Norfleet has found it necessary (for reasons not now necessary to state,) to make an assignment of his property, to pay his debts.

Accordingly he (to-day) did so, and appointed the undersigned, Trustee, to settle up his INDIVIDUAL matters. No preference is given any-one. I shall proceed with all reasonable dispatch and safety, to sell and collect the assets, and hope none may lose. The assets consist of Goods, Debts and some Real Estate, on which Real Estate, there are prior liens. It will necessarily take considerable time to reduce accounts, &c, to money.

Those interested are therefore requested to exercise patience, and be assured all will be done to hasten the matter, and equal justice shall be done all parties.

JOHN R. KILBY, Trustee.

(P. S.) Each creditor is requested to forward me a STATEMENT of his claim.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON James B. Nafleet, in his own right and as surviving partner of himself and Wilson Nafleet, deceased, late merchants and partners in trade, under the name and style of Nafleet Brothers; A.C. Withers, Trustee for the said Nafleet Brothers; Wilbur J. Kelly, Trustee for J.B. Nafleet; A.C. Withers, Administrator of Wilson Nafleet, deceased; Caroline W. Nafleet, in her own right, and as guardian of E.A. Nafleet, Pattie L. Nafleet, and Lillie G. Nafleet, infants, and L. Fletcher Nafleet; and the said E.A. Nafleet, Pattie L. Nafleet and Lillie G. Nafleet, the three last named being infants.

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 January next, to answer

Bill in Chancery, exhibited against them
in the said Court by Herring E. Smith and Virginia W. Smith.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this 13th day of December 1878, in the 103rd year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo:

The within named defendant, A.C. Withers, Administrator of the Estate of Wilson Norfleet deceased, and, also, as Trustee for Norfleet Brothers, under a Deed of Trust, dated the 2d day of October, 1877, from further proceeding to pay out, or in any wise distribute any moneys or Estate, in his hands, either as Administrator or as Trustee, as aforesaid, is hereby enjoined and restrained, until the further order of the Circuit Court of Hanssman County — And the within named defendant, Wilbur J. Kilby, Trustee for James B. Norfleet, under a Deed of Trust, dated the 25th day of September, 1877, from further proceeding to pay out or in any wise distribute any moneys or Estate in his hands as Trustee for James B. Norfleet, as aforesaid, is also hereby enjoined and restrained, until the further order of said Court.

Teste,
Peter B. Prentiss, Clerk
of the Circuit Court of
Hanssman County.

Executed Decr 14th 1878, and a true copy hereof delivered to the within named James B. Norfleet, A.C. Withers, Trustee for Norfleet Brothers, Wilbur J. Kilby, Trustee for J. B. Norfleet, A.C. Withers, Administrator of Wilson Norfleet decd, Caroline M. Norfleet, in her own right, and as guardian of E. A. Norfleet, Patten L. Norfleet and Lillian G. Norfleet, infants, and L. Fletcher Norfleet, each.

J. H. Rawls Dy for
J. S. Fuleham Shff

White-Hammock, Va.

Hermaning E. Smith and
Virginia W. Smith

vs
James B. Norfleet, in his
own right & L. C.

To Jany. Rules, 1879.

Proc. 23. No. 1. page 123.

Cir. Co.

Know All men by these Presents, that we, Henning E. Smith and
Robert R. Smith are held and firmly bound unto James B. Nasfleck, in his own
right, and as surviving partner of himself and Wilson Nasfleck deceased, late merchants
and partners in trade, under the name and style of Nasfleck Brothers; A.C. Withers,
Trustee for the said Nasfleck Brothers; Wilbur J. Kelly, Trustee for J.B. Nasfleck;
A.C. Withers, Administrator of Wilson Nasfleck, deceased; Corine V. Nasfleck,
in her own right, and as guardian of E.A. Nasfleck, Pattie L. Nasfleck and
Lillie E. Nasfleck, infants, and L. Fletcher Nasfleck, their heirs, Executors, Ad-
ministrators or assigns, in the sum of Five Hundred Dollars, to the payment
thereof well and truly to be made to them, we bind ourselves, our heirs, Executors, Ad-
ministrators or assigns, jointly and severally, finally, by these presents. And we
humbly waive our Homestead Exemption as to this obligation. Sealed with our
seals, and dated this 13th day of December, A.D. 1878, and in the 103rd year of
the Commonwealth. The Condition of the above Obligation is such, that
Whereas Henning E. Smith and Virginia W. Smith, on their Bill in Chancery
against ^{Said} James B. Nasfleck, in his own right, &c, and others, as aforesaid, addressed to the
Honorable George Blow, Judge of the Circuit Court for the County of Hantswood, has obtained an
Injunction from the said Judge to enjoin and restrain the said A.C. Withers, Administrator and
Trustee as aforesaid, and the said Wilbur J. Kelly, Trustee as aforesaid, from further
proceeding to pay out or in any wise distribute any moneys or Estate, in their hands, respec-
tively, as Administrator and Trustee, aforesaid, until the further order of said Court: And
Whereas, it is provided by the order of said Judge, awarding the said Injunction, that the
Plaintiff, Henning E. Smith is not to have the benefit thereof until he shall enter into bond with
sufficient security before the Clerk of said Court, in his Office, in the penalty of Five hundred
dollars, payable to the said Defendants, and conditioned to pay to them or either of them, all such damages and
costs, as they or either of them may sustain, in consequence of the said Injunction, in case the same
shall be dissolved: Now therefore, if the said Henning E. Smith shall pay all such costs as may
be awarded against him, and all such damages as shall be incurred in case the said
Injunction be dissolved, then this obligation to be void, otherwise to remain
in full force and virtue.

Executed in presence of {
Peter B. Prentiss, Clerk }

H. E. Smith Seal
R. R. Smith Seal

1 In the Clerk's Office of the Circuit Court of Handerson County, the
2 13th day of December, 1878.

3 This day Henning E. Smith and Robert R. Smith, signed and acknowledged
4 the foregoing bond: The said Robert R. Smith made oath before me, Clerk of the
5 said Court, that his Estate, after the payment of all his just debts, and such
6 liabilities, as he has incurred for others, is worth the sum of Five Hundred
7 Dollars.

8 Teste,

9 Peter B. Pentis, Clerk C.

Henning E. Smith

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
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900

901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100

1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200

1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300

1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400

1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500

1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600

1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700

1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800

1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900

1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000

2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100

2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *James B. Norfleet, in his own right, and as surviving partner of himself and Wilson Norfleet, deceased, late merchants and partners, in trade, doing business under the style and firm of Norfleet Brothers,*

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 him
in the said Court by *A. C. Withers, Administrator of Wilson Norfleet,*
deceased,

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *29th* day of *August* 187*7*, in the *102nd* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

August 29th 1877 Executed and a true copy hereof
delivered the within named James B. Noefke
J. H. Rawls Dy for
J. L. Tully harn Shff

Baker & Co. 100 N. 1st St. St. Louis, Mo.

A. C. Withers, attorney, of
Wilson Noefke, dec'd

as { Sum in Chg:

James B. Noefke in his
own right, has signed at
Noefke 13005

Pro: B. No. 1. Aug 104

Geo. Co.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *James B. Nayfleet,*
individually, and as surviving partner of himself, and
of Wilson Nayfleet deceased late partners, in trade, under
the name and style of Nayfleet Brothers; John R. Kilby,
Trustee, and A. C. Withers, Trustee;

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 *February, 1878*^{*(this month)*} ~~next~~, to answer the original
and the amended Bill in Chancery, exhibited against them
in the said Court by *A. C. Withers, Administrator of Wilson Nayfleet,*
deceased.

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said
Court, at his office, this *1st* day of *February* 1878, in the *102nd*
year of the Commonwealth.

Teste:

Peter B. Prentiss Clerk.

Due and legal service of this process, is hereby, severally, acknowledged
by us.

John R. Kilby -

attly: for James B. Warfield, indi-
vidually, & as surviving partner of
himself & of Wilson Warfield,
late partners in trade, under
the name and style of Warfield
Brothers.

John R. Kilby -

Trustee

A. C. Withers

Trustee

James B. Warfield

Booker T. Walker
A. C. Withers } P. Q.

A. C. Withers, Admin^r
of Wilson Warfield, decd

Sum. in Chy.

James B. Warfield, decd

To Feb. Rules, 1878

Pro. B. No. 1. Page

Cor: Cor

Duplicate

Whereas by a decree of the Circuit Court of Chausemond County, Va. pronounced the 12th. day of April A.D. 1878 in the Cause in Chancery in said Court depending between Wilson Corfleet's Admr. Plaintiff, and James B. Corfleet and others, Defendants, Wilbur J. Kilby was appointed trustee in the place of John R. Kilby, the trustee named in the deed of trust made by said James B. Corfleet and recorded on the 25th. day of September 1877 in the office of the Clerk of the County Court of said County for the benefit of the Creditors of said James B. Corfleet:

And whereas by a further decree of said Court pronounced in said Cause on the 13th. day of October 1885, the said Wilbur J. Kilby, as trustee aforesaid, was directed to pay to said James B. Corfleet the sum of six hundred and forty dollars claimed by said Corfleet as a part of his homestead exemption under his homestead

deed dated the 6th. day of March 1878 and recorded in said office on the 30th. day of March 1878, which said sum of money had been retained by said Wilbur J. Kilby as trustee aforesaid as directed by said decree of the 12th. day of April 1878 to be disposed of as the Court should thereafter direct:

This writing, therefore, witnesseth that the said James B. Conflleet has this day received of said Wilbur J. Kilby, Trustee, the said sum of Six hundred and forty dollars.

Given under my hand this 15th day of October 1885.

James B. Conflleet

for fleet's Admr.

vs. } In Chy

for fleet Sal.

Duplicate of Re-
ceipt taken by
Wilbur J. Kilby, Trus-
tee of Jas. B. for fleet
under decree of
13 Octo. 1885

1885. Oct. 15th. Filed
clk

White & Garnett,

Attorneys at Law.

114 Main Street,
P. O. Box 665.Norfolk, Va., Dec^r 12th 1878.

Judge Prentiss

Dear Sir -

Enclosed please find Bill
and Injunction thereon granted today
by Judge Blow. Ask McCauley to
file with it the copies of deeds he
made for me, & I will file other Exhibits

And will you further oblige me
by sending word to H.E. Smith to
call at your office with his
surety and give proper Bond
so that the Injunctions may be
served without delay.

With kind regards I am

Very truly Yrs

Theo. S. Garnett, Jr.

At a Circuit Court continued and held for Mansfield
County the 13th day of April 1883.

Wilson Norfleet's Adm^r

Plaintiff

Against } In Chancery.

James B Norfleet surviving partner &c.

Defendant.

And

W E Smith & wife

Plaintiffs

vs.

Norfleet &c.

Defendants

These causes came on this 13th day of April AD 1883.
to be again heard together on the papers formerly read
therein, and on the Report of Wilbur J Kelly Trustee of
James B Norfleet, filed the 18th day of February 1881 and
on the Report of A. L. Withers Trustee of Norfleet Brothers
filed the 2nd day of September 1881. and on the Report
of Commissioner L. D. Causey, being a Report of the
Transactions of A. L. Withers as administrator of Wilson
Norfleet filed the first day of April 1881. and on the
exceptions of Mary L Worrell, Benjamin Saunders
and others, Creditors of said Norfleet Brothers to the
last above mentioned report, and on the exceptions of
said administrator to the same Report. and on the other
Report of A. L. Withers Trustee of Norfleet Brothers filed the
28th day of March AD 1883. and was argued by Counsel
On consideration whereof the Court doth confirm the
above mentioned Report of Wilbur J Kelly Trustee of James
B Norfleet and said two Reports of A. L. Withers Trustee of
Norfleet Brothers, to which no exceptions have been

filed, and doth adjudge, order and decree, that the said
Ab. Withers as Trustee of Norfleet Brothers, do pay out
and distribute ^{pro rata} to and among the creditors of said
Norfleet Brothers on account of their claims, which have
been proved and allowed in these causes the balance
of \$858⁸⁷ in his hands as said Trustee as appears
by his said Report filed the 28th day of March 1883
and make report thereof to Court.

"An Extract"

Teste:

Peter B. Prentiss, Clerk

Norfleet's Admr.

N. } In Lohy.

Norfleet, Adm.

To the Circuit Court of Hansemond
County, Virginia:

In pursuance of the decree of
said Court pronounced the 13th. day of
April A. D. 1883 in the two Causes in
Chancery in said Court depending
between Wilson Corfleet's Admr. Plaintiff
and James B. Corfleet and others, De-
fendants, and H. E. Smith and wife
Plaintiffs and said Jas. B. Corfleet
and others, Defendants, an extract, or
copy of a part of which decree is
hereto attached; the undersigned,
Trustee of Corfleet Brothers, respect-
fully reports to Court, that, as direct-
ed by said decree, he has paid out
and distributed pro rata to and
among the creditors of said Corfleet
Brothers on account of their claims
which have been proved and allow-
ed in the above-mentioned causes
the balance of \$858.⁸⁷ (with the excep-
tion of the sum of \$3.42), which was in
his hands as stated in his Report filed
in said Causes the 28th. day of March
A. D. 1883, as will appear by the re-
ceipts hereto annexed and the fol-
lowing statements:

(over)

Statement No. 1.
Statement of the debts due by Norfleet
Brothers, mentioned above, with interest
added to the 15th. day of April 1883.

To Mary L. Worrell, due 15 April 1880.	\$1003 75
" paid 15 April 1880.	286 07
	<u>\$ 717 68</u>

Interest from 15 April 1880 on \$717.68 to 15 April 1883 - 3 years, at 8 per cent. per Bond.	172 24
	<u>\$ 889 92</u>

To Benja. Saunders	\$665.13.
" paid 15 April 1880	189.56
	<u>\$475 57</u>
" Benja. Saunders	\$ 25.69
" paid 15 April 1880	7.32
	<u>18 37</u>
	<u>\$ 493 94</u>

Interest on \$493.94 from 15 April 1880 to 15 April 1883, - 3 years.	88 91
	<u>\$ 582 85</u>

To John F. Haylett	\$ 324 83
" paid 15 April 1880	92 58
	<u>\$ 232 25</u>

Interest on \$232.25 as above.	41 81
	<u>\$ 274 06</u>

To Norfolk Oil and Guano Co.	\$ 16 33
" paid 15 April 1880	4 65
	<u>\$ 11 68</u>

Interest on \$11.68 as above for 3 years	2 10
	<u>\$ 13 78</u>

To Dr. Henry A. Morgan	\$ 45 03
" paid 15 April 1880	12 83
	<u>\$ 32 20</u>

Int. on \$32.20 as above for 3 years	5 80
	<u>\$ 38 00</u>

To Thomas Griggs	\$ 97 81
" paid 15 April 1880	27 88
	<u>\$ 69 93</u>

Interest on \$69.93 as above for 3 years	12 59
carried on	<u>\$ 82 52</u>
	<u>\$ 1881 13</u>

brought on		\$1881 13
To Millard T. Priner assignee	\$ 49 55	
" paid 15 April 1880	14 12	
	\$ 35 43	
Interest as above on \$35.43 for 3 years	6 38	\$ 41 81
To Henning E. Smith	\$ 659 88	
" paid 15 April 1880	188 07	
	\$ 471 81	
Interest on \$471.81 as above for 3 years	84 93	\$ 556 74
Total debts on 15 April 1883		\$ 2479 68

Statement No. 2

Statement showing the payment and distribution of the said sum of \$858.87 on account of the above-mentioned debts.

By Amount in the hands of the Trustee as stated above.		\$ 858 87
To paid Mary L. Worrell 34 1/2 percent of \$889.92	\$ 307 02	
" " Benja. Saunders ditto of 582.85	201 08	
" " John F. Hazlett " of 274.06	94 55	
" " Henry A. Morgan " of 38.00	13 11	
" " Thomas Griggs " of 82.52	28 47	
" " Norfolk Oil and Guano Co. " of 13.78	4 72	
" " M. T. Priner, assignee " of 41.81	14 42	
" " H. E. Smith " of 556.74	192 08	
	\$ 2479.68	\$ 855 45
		\$ 858 87

Recapitulation

Amount for distribution as above.	\$ 858 87
Amount disbursed as above.	855 45
Balance in the hands of the Trustee	\$ 3 42

The above distribution leaves the balance of \$1624.23 due of the above-mentioned debts of Abflect Brothers, as of the 15th.

day of April 1883 as follows:

Total sum of said debts. -

\$2479 68

Paid on account thereof as above, -

855 45

Balance due 15 April 1883, -

\$1624 23

The sum of \$858.87 disbursed as above includes the small balance of \$5.18 which was in the hands of the Trustee as stated in his Report filed in said causes the 2nd day of September 1881.

Respectfully Submitted.

A. C. Withers

by M. J. Withers, Administrator
by Robt. P. Prentiss, Atty.

Received of ^{M. J. Withers Administrator of} A. C. Withers, Trustee of Torfleet Brothers the respective sums of money charged in the above Report as paid to us and set opposite our names as follows:

Mary L. Worree by Wilbur J. Kilby Atto. \$ 307 02

J. H. Smith 192 08

Benj. Saunders by Wilbur J. Kilby Atto. \$ 201 08

John F. Hazlett by Wilbur J. Kilby Atto. \$ 94 55

Henry A. Morgan by Wilbur J. Kilby Atto. \$ 13 11

Thos. Griggs by Wilbur J. Kilby Atto. \$ 28 47

Torfolk Oil & Guano Co. by Wilbur J. Kilby Atto. \$ 4 72

Millard T. Pinner

1442

Norfleet's Adm.

vs. } In Chy

Norfleet & al.

Report of 4th.
Distribution by A. C.
Withers, Trustee of
Norfleet Brothers.

1888-Sept-10th - Ind
2nd

To the Circuit Court of Hansemond
County, Virginia

In pursuance of a decree
of said Court pronounced at the
April Term thereof in the year
1880 in a cause in Chancery in
said Court depending between
Wilson Anfleets Admr. and
others Plaintiffs, and James B.
Anfleet and others Defendants,
a copy of which decree
is herewith annexed, the un-
dersigned, Trustee of Anfleet
Brothers respectfully reports to
Court, that he has paid out and
distributed the sum of \$828.26. in
his hands as per his last report
of collections made in said cause
pro rata to and among the
creditors of said Anfleet Brothers
whose claims have been proved
and allowed in said cause
as will appear by the following
statements and the receipts
herewith annexed as follows:

Statement No. 1

Statement of the debts due by Anfleet Brothers
with interest added to the 15th day of April 1880

To Mary L. Worreel	\$ 1434 27
" paid 1 May 1879	502 00
	\$ 932 27
" Int. @ 8 per cent on \$932.27 from 1 May 1879 to 15 Apr. 1880 - 11 1/2 mos.	71 48
	\$ 1003 75

(over)

Due Mary L. Morree brot. on		\$1003 75
To Benj. Saunders	\$967 64	
" paid 1 May 1879	338 67	
	\$628 97	
Int. from 1 May 1879 to 15 Apr. 1880.	36 16	\$665 13
To John F. Haslett	\$472 57	
" paid 1 May 1879	165 40	
	\$307 17	
Int. as above	17 66	\$324 83
To Benj. Saunders	\$37 37	
" paid 1 May 1879	13 08	
	\$24 29	
Int. as above	1 40	\$25 69
To Norfolk Oil & Guano Co.	23 77	
" paid 1 May 1879	8 32	
	\$15 45	
Int. as above	88	\$16 33
To Dr. H. A. Morgan	\$65 66	
" paid 1 May 1879	22 98	
	\$42 68	
Int. as above.	2 35	\$45 03
To Thos. Griggs	\$142 29	
" paid 1 May 1879	49 80	
	\$92 49	
Int. as above	5 32	\$97 81
To M. D. Primer Assee. of C. B. Norfolk	\$72 09	
" paid 1 May 1879	25 23	
	\$46 86	
Int. as above	2 69	\$49 55
To H. E. Smith	\$960 00	
" paid 1 May 1879	336 00	
	\$624 00	
Int. as above	35 88	\$659 88
Total debts		\$2888 00

Statement No. 2
Statement of payments made on ac-
count of the foregoing debts

By Balance in the hands of
A. C. Withers, Trustee, after
his last Report of distributions
By Act amt. of collections
since the Report aforesaid

\$ 27 42

8 00 84
\$ 828 26

To paid Mary L. Worrell 28 1/2 per cent of \$1003.75 =	\$ 286 07
" " Benj. Saunders " " of 665.13	189 56
" " Same " " of 25.69	7 32
" " Jos. F. Haslett " " of 324.83	92 58
" " Norfolk Oil & Guano Co. " " of 16.33	4 65
" " H. A. Morgan " " of 45.03	12 83
" " Thos. Griggs " " of 97.81	27 88
" " M. T. Pinner " " of 49.55	14 12
" " H. E. Smith " " of 659.88	188 07

\$ 2888.00 \$ 823 08 \$ 828 26

823 08

Bal. in Trustee's hands 15 Apr. 1880. =

\$ 5 18

Balance of debts due by Norfolk Bros. \$ 2064 92

Respectfully submitted this 17th. day
of April 1880

A. C. Withers
Trustee: -

(over)

1880 April 15th. Received of A. L. Withers
Trustee of Norfolk Brothers, the respec-
tive sums of money charged in the
foregoing Report as paid to us by
him and set opposite our names
as follows:

Mary L. Worree by Wilbur J. Kilby Atty.	\$ 286 07
Brief Saunders by Wilbur J. Kilby Atty.	189 56.
Same by Wilbur J. Kilby Atty.	7 32
John F. Haslett by Wilbur J. Kilby Atty.	92 58
Norfolk Oil & Guano Co. by Wilbur J. Kilby Atty.	4 65
H. A. Morgan by Wilbur J. Kilby Atty.	12 83
Thos. Griggs by Wilbur J. Kilby Atty.	27 88
H. E. Smith	\$ 188 07
M. T. Pinner	\$ 14 12.

Northfleet's Admr.

vs. } In Chy.
Northfleet Sal.

Report of 3d. dividend
made by A. C. Withers
Trustee on claims a-
gainst Northfleet Bros.
15 apr. 1880

Confirmed 13 April 1883

1881. Sept. 2nd. Filed.
clk.

To The Circuit Court of Chancery
County, Virginia.

The undersigned, Trustee of Jas. B. Anfleeth respectfully reports to Court that since his Report to Court filed on the 5th. day of February 1880 in the cause in Chancery in said Court depending between Wilson Anfleeth's Admr. Plaintiff, and Jas. B. Anfleeth and others, Defendants, he, the said Trustee, has not been able to collect any of the assets of said Jas. B. Anfleeth remaining in his hands since his last report of collections in said cause, or in any way to reduce them to money, because of the insolvency of a part of them and of the fact that the remainder are barred by the statute of limitations; that these assets now remaining in said Trustee's hands consist of open retail store accounts of more than three years' standing and therefore barred by the statute of limitations and not collectible and of some Bonds due by parties who are wholly insolvent and of whom it is impossible to make collections.

The said Trustee, therefore, submits said assets to the inspection of the Court and asks that some disposition be made of the same.

And the said trustee further reports to Court that since his said Report filed in said cause on the 5th. day of February 1880, he has disbursed the balance of \$157.⁸⁵ shewn by said Report to be in his hands, in payment of fees costs and taxes as set forth in the following statement:

Statement

By Balance above-mentioned			\$157 85
To paid P. B. Prentiss, Clerk, fees due him in various suits brought by said trustee against debtors of said Jas. B. Norfleet, of whom nothing has ever been recovered, per rect.	\$102 32		
" " Same, writ taxes on 22 of the above suits, per rect.	22 00		
" " J. L. Fulgham, Shff. fees due him in the above suits, per rect.	11 50		
" " State and County taxes "	23 21		
By Balance due the Trustee.			1 18
	\$159 03	\$159 03	

To Balance due the Trustee brought on \$ 1 18 and cancelled by remittance by the Trustee

Said Trustee, therefore, reports finally to Court that he has no funds in hand for further distribution to said James B. Norfleet's creditors and that

there is no hope of his making any
further collections for seasons stated
above.

Respectfully submitted this 18th. day
of February 1881

Wilbur J. Kilby
Trustee of Jas. B. Corflee &

Arfleet's Admr.

vs. } In chy.

Arfleet & al.

Final
Report of Wilbur J.
Kilby Trustee of Jas.
B. Arfleet

No. 4

Confirmed 13th
April 1883

1881. Feb: 18th: Filed.
C.H.K.

Dr. James B. Corfleet, surviving partner of himself and Wilson Corfleet deceased, late merchants and partners in trade doing business under the firm name and style of Corfleet Brothers,

In Account with A. C. Withers, the trustee named in a deed of trust executed by the said James B. Corfleet as said surviving partner to said trustee for the benefit of the creditors of said Corfleet Brothers, and dated the 2nd. day of October A. D. 1877 and recorded the 9th. day of October A. D. 1877 in the Clerk's Office of the County Court of Fauquier.

1878			
March 1	By Total sum of Bonds, notes and accounts due said Corfleet Brothers, collected during the period from the 2nd. day of October 1877 to the 1st. day of March 1878, to wit:		\$ 1790 96
	To paid cash for envelopes used for mailing notices to debtors of Corfleet Brothers.	\$ 1 90	
" "	cash for postage stamps.	12 42	
" "	Elam & Hathaway for printing circulars and notices, per rect.	12 75	
" "	John F. Stewart, Clerk, "	50 00	
" "	State taxes &c for the year 1877 "	60 67	
" "	Dunbar & Whitley for printing notice to debtors in "The Christian Sun", per rect.	3 25	
" "	Down-of-Suffolk taxes for 1877 "	5 76	
" "	Costs of warrant against Josiah White "	50	
" "	5 per cent commissions on \$1790.96	89 54	
" "	Balance due by the Trustee.	1554 17	
		\$1790 96	\$1790 96

1878 Mar. 1	By Balance due by the Trustee brought on.		\$1554 17
June 7	To paid 1/4 the Costs of the Chancery suit of Wilson's orfleets Administrator against James B. orfleet and others, pending in Housemond County Circuit Court.		
	Balance.		41 00
			\$1513 17
	To paid the following Creditors of said orfleet Brothers twenty per cent. of their claims secured by said deed of trust as follows:		
	To Mary L. Worrell, 20 per cent (per rect.) of \$1673.34	\$ 334 67	
	" Benj. Saunders do. " of 1147.38	229 47	
	" John F. Hazlett do. " of 560.51	112 10	
	" Benj. Saunders do. " of 44.39	8 87	
	" orfolk Oil Co. do. " of 28.21	5 64	
	" Henry A. Morgan do. " of 77.88	15 57	
	" Chas. B. orfleet do. " of 85.92	17 18	\$ 723 50
1878	Balance		\$ 789 67
June 7	To paid Dunbar & Whitley for printing advertisement of Land, per rect.	\$ 2 00	
July 29	" " Elisha T. Cross, Constable, for collecting debts due orfleet Bros. per rect.	2 12	
	" " Wm H. Howell, Constable, for ditto. "	5 81	
	" " Lee Britt for collections "	11 04	
Aug. 3	" " Wm J. Cochran do. "	75	
Sept. 1	By Total sum of collections since 1st. day of March 1878. -		316 99
6	To paid Dunbar & Whitley for printing advertisements, per rect.	3 30	
11	" " Peter B. Prentiss, Clerk, costs of suit at law against M. Cartwright, per rect.	4 00	
17	" " F. C. Butler, Constable, for collecting debts due orfleet Bros. per rect.	25 78	
Nov. 22	" " State Taxes for the year 1878. "	59 59	
	" " Town of Suffolk taxes for ditto "	8 00	
		\$122 39	\$1106 66

1878 Nov. 22	brought on	\$ 122 39	\$ 1106 66
	Do paid T. G. Elam for printing advertisements in "The Suffolk Herald," per rect.	10 50	
Dec. 14	" " Wilbur J. Kilby, atty. for collecting claim of Josiah White, per rect.	2 50	
	" " 1/2 costs of the above-named suit of Wilson & Fleet's Admr. against Jas. B. Norfleet and others, per rect.	10 00	
1879 Mar. 1	" " Ditto Taxed in same suit. "	17 55	
	By Total sum of collections since the first day of September 1878.		7 00 00
	" Interest on \$ 789.67 from 7 June 1878 to 1 Mar. 1879 - 8m. 24 ds.		34 87
	Do 5 per cent commissions on \$ 1016.99	50 84	
	" Balance due by the Trustee.	16 27 75	
1879		\$ 1841 53	\$ 1841 53
Mar. 1	By Balance due by the Trustee brought on.		\$ 16 27 75
May 1	Do paid the following creditors of said Norfleet Brothers, the following sums in part of their claims secured by said deed of Trust, to wit:		
	Do H. E. Smith 20 per cent (per receipt) of \$ 1200. =	240 00	
	" Thos. Griggs 20 per cent " of 177.86	35 57	
	" Mary L. Worrell 35 per cent " of 1434.27	502 00	
	" Benj. Saunders ditto " of 967.64.	338 67	
	" John F. Hazlett " " of 472.57	165 40	
	" Benj. Saunders " " of 37.37	13 08	
	" Norfolk Oil Co. " " of 23.77.	8 32	
	" Henry A. Morgan " " of 65.66	22 98	
	" Chas. B. Norfleet " " of 72.09	25 23	
	" Thos. Griggs " " of 142.29	49 80	
	" H. E. Smith " " of 960.00	336 00	
	By Balance due to the Trustee.		109 30
		\$ 1737 05	\$ 1737 05

1879 May 1	To Balance due the Trustee brought on.	\$ 109 30	
	By Cash of Patsy Porter in full for one lot of the first parcel of land mentioned in said deed as containing 20 acres. -		25 60
	" Cash of Thos. Johnson for ditto.		12 50
	" Cash of W ^m J. Lohoon for ditto.		25 00
	" Cash of J. P. Barrett for 4 lots.		90 00
Aug. 16	To paid Costs of five warrants on claims against Jos. Dynes, Richard Hozier and others, per rect.	4 50	
Sept. 6	" " Costs of suit against John E. Denson on claim due by him and insolvent per rect.	4 10	
Dec. 4	" " Thos. G. Elam for printing advertisements in "The Suffolk Herald" per rect.	4 00	
	" " State Taxes for the year 1879. "	19 53	
	" " Town-of-Suffolk taxes for ditto "	4 44	
1880 Jan. 12	By Cash of Prentiss Duke for 3 lots of land.		78 50
	" " of R. A. Morgan for one lot of land.		16 25
	" " of F. W. Hunter for ditto.		10 00
13	" " of Harrison King for two lots of land.		24 00
	" " of Chas. Burkett for one lot of ditto.		10 00
	" " Lezia A. Holland for ditto.		10 00
17	" " of Adeline Holland for ditto.		23 00
21	" " of Jos. King for seven lots of land.		89 50
	" " of Presbyterian Church for two ditto.		45 00
	" " of L. L. Palmer for one lot of ditto.		10 00
25	" " of Lemisha Torfleet for ditto.		10 00
	" " of Eliza Joyner for ditto.		12 11
Feb. 10	" " of Jane Riddick for two lots of land.		30 50
25	To paid Geo. T. Parker, Crier, for selling lots or parcels of land by auction, per rect.	15 00	
Mar. 10	By Cash of L. T. Hurst for one lot of land.		15 00
21	To paid F. C. Butler, Constable, fees for collecting claims, per rect.	5 00	
Apr. 10	By Cash of W ^m Wooden for one lot of land.		10 00
		\$ 165 87	\$ 546 96

1880

Apr. 10

brought on

\$ 165 87 \$ 546 96

By Cash of Thos. Griggs and Irajah

Langston for fourteen lots of land.

211 50

" Cash of J. E. Booker for five lots of ditto.

68 50

" Cash of Arthur Dickens for one lot of ditto.

15 00

" Cash of Merritt Briggs for five lots of ditto.

94 50

" Cash of Geo. Bryant for for two ditto.

15 00

" Cash of Thos. W. Smith for one lot of ditto.

8 75

" Cash of C. Jones for three lots of ditto.

30 25

15 " Total sum of Bonds, notes and ac-
counts collected since the first
day of March 1879. to wit:

574 87

Do Amount of Attorney's fees for suits &c.

132 50

" 5 per cent commissions on \$1565.33.

78 26

" Balance due by the Trustee.

1188 70

1880

\$ 1565 33 \$ 1565 33

Apr. 15

By Balance due by the trustee brought on.

\$ 1188 70

To paid the creditors of Chas. B. Fleet Brothers

28 1/2 per cent of their claims se-

cured by said deed of Trust, as follows:

To Mary L. Womell 28 1/2 per cent (per cent.) of \$1003.75

286 07

" Benj. Saunders ditto

" of 665.13.

189 56

" Same

"

" of 25.69.

7 32

" Jno. F. Hazlett

"

" of 324.83

92 58

" Norfolk Oil Co.

"

" of 16.33

4 65

" Henry A. Morgan

"

" of 45.03

12 83

" Thos. Griggs

"

" of 97.81

27 88

" H. E. Smith

"

" of 659.88

188 07

" M. D. Pinner, assignee of

Chas. B. Fleet, ditto } of 49.55

14 12 = \$ 823 08

1880 Apr. 15

Balance

\$ 365 62

By Cash of Thos. W. Smith for 114 acres
of land, mentioned in said deed.

740 00

" Cash of Chas. W. Grayson for 10 acres

of land mentioned in said deed.

75 00

\$ 1180 62

1880
Apr. 15

brought on			\$1180 62
Paid J. E. Booker, amount over-			
paid on lots sold to him, per acct.	\$ 15 00		
" " Withers & Prentiss, Attorneys' fees			
for suits and deeds, per acct.	240 00		
" 5 per cent commissions on \$815.00	40 75		
" Fee for Comr. of Accounts retained,	20 00		
" Fee for Clerk of Court retained.	6 00		
" Balance due by the Trustee.	858 87		
	\$1180 62	\$1180 62	

1880
Apr. 15

By Balance due by the Trustee brought on.

\$ 858 87

Respectfully submitted

Commissioner's Office,
Suffolk, Va.,

18

To NANSEMOND COUNTY COURT:

The undersigned respectfully reports to Court that
the _____ of _____
has exhibited before your Commissioner a statement
of all moneys received by him as said _____ and with which he is
chargeable, and of all moneys disbursed by him during the periods embraced in the foregoing account,
together with _____ the vouchers in support of the disbursements; that he finds a balance of
to be due by the said _____ to the said _____
on the _____ day of _____, 18 _____, with interest thereon from that day;
that the said account is _____ supported by satisfactory vouchers
and that the said _____ has given such bond as the law requires, the
penalty thereof, and

That the said _____ was embraced in the list of Fiduciaries
posted at the front door of the Courthouse of Nausemond County, on the first day of _____
Court last, and now on this day (ten days having elapsed since said list was posted as aforesaid) the
foregoing account is stated and completed.

Given under my hand as Commissioner aforesaid, the day and year first aforesaid.

Virginia:

IN THE COUNTY COURT OF NANSEMOND COUNTY,

day of , 18 :

This, the foregoing, Account, which was filed in the Clerk's Office of this Court on the day of , 18 , by Commissioner of Accounts, having remained therein one month, was this day examined by the Court, and no exceptions having been filed thereto, and no errors appearing on the face thereof, the Court doth confirm and order the same to be recorded.

TESTE:

Clerk.

Account's Admr.

vs. } In Chy.

Account's Admr.

Report of A. C. Withers Trustee of Norfolk Brothers

Confirmed 13 April 1883

*1883. March 28th Filed
Clerk.*

At a Circuit Court continued and held
for Hanson County, the 11th day of Oc-
tober, 1879.

Wilson Norfleets, adm^r & al . . . Plaintiffs
vs } In chancery
James B. Norfleet & al . . . Defendants
and

H. E. Smith & wife . . . Plaintiffs
vs } In chancery
James B. Norfleet & al . . . Defendants.

"And the Court doth further order that a
Commissioner of this Court, take, state
and report to Court, an account of the
Transactions of A. E. Withers, administra-
tor of Wilson Norfleet deceased."

Extract.

Teste,

Peter B. Prentiss, Clerk.

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

March 31st 1881

To A. C. Uether, Administrator of Wilson
Norfleet, deceased

and
W. E. Smith and wife,

and James B. Norfleet, individually ~~vs~~ ^{Plaintiffs,}
and
James B. Norfleet in his own right ~~vs~~ ^{Defendants.}

You are hereby notified that I have fixed upon the 31st. day of March 1881
~~next~~, to take and settle, at my office, the following accounts, to-wit: .

An account of the transactions of A. C.
Uether, Administrator of Wilson Norfleet,
deceased.

required to be taken by the decree of Nansemond Circuit Court, rendered on the
11th — day of October 1879 in a suit in Chancery depending in
said Court, in which you are parties, plaintiffs and defendants; at which time and place you
are required to attend.

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

Chancery Court

1881. March: Service of the within notice is hereby
acknowledged.

A. LeWitt as admin.
of will of Joseph died.
Milbur J. Kilby as trustee
and atty. for Jas. B. Ar-
fleet.

To the Circuit Court of Hansemond County,
Virginia:

Pursuant to a decree of said Court, pronounced at the October Term thereof, in the year 1879, in a certain suit in Equity therein depending, between A. C. Withers, administrator of Wilson Norfleet, deceased, as plaintiff, and James B. Norfleet and others, as defendants, and also in a certain other suit in Equity, therein depending, between W. E. Smith & wife, as plaintiffs and James B. Norfleet and others as defendants, — these two causes coming on to be heard together by consent: an extract from said decree being herewith annexed; the undersigned, one of the Commissioners in Chancery of said Court, having given notice to the parties to said cause, as will appear by the acknowledgments of service on the notice herewith returned, did proceed on the 31st day of March, 1881, to take and settle at his office the account required to be taken, under said decree, and having completed the duties assigned him, herewith respectfully submits the result of his work; setting forth!

An Account of the transactions of A. C. Withers
Administrator of Wilson Norfleet deceased.

Dr. The Estate of Wilson Norfleet deceased.

In Account with A. C. Withers, adm^r. Cr.

1876, Sept. 15
to Oct. 6

The Administrator qualified
By proceeds of sale of
household and kitchen
furniture, after assigning
widow's dower, — all of
which was taken by Mrs.
Caroline D. Norfleet,

the widow of the said Wilson
herself deceased, at its
appraised value.

1876 Oct 6	To	5 per cent Comrs: on \$273 ⁰⁰	\$ 13 65	\$ 273 00
1877 Apr 9	"	paid for M. Cauch. per acct & rec	7 00	
" July 22	"	" Daniel Brothers " "	3 00	
" Sept. 20	"	" "Suffolk Herald" " "	2 50	
" Nov. 3	"	" Jas. A. Weaver " "	3 00	
" " 24	"	" Dr. Jno. J. Kelly " "	3 00	
" " "	"	" Solomon Prentiss " "	75	
" " 28	"	" Dr. L. C. Holland " "	10 50	
" " "	"	" Jas. M. Cauch " "	1 50	
" Dec. 31	"	" Chas. Grayson " "	6 00	
" " "	"	" Taxes for 1877 " "	24 22	
" " "	By	rent of house on Sycamore st.		95 00
	To	5 per cent Comrs: on \$95 ⁰⁰	4 75	
	By	interest on \$259. ³⁵ / ₁₀₀ 11 months		14 25
	To	5 per cent Comrs. on \$14 ²⁵ / ₁₀₀	71	
	"	int on disbursements	90	
	"	Amount due Est: to balance	300 77	
			382 25	382 25

1877 Dec. 31	By	amount due Estate list on	\$ 300 77	
1878 May 23	To	paid for Little & Son per acct & rec.	39 15	
" " "	"	" J. W. Smith " " "	8 99	
" " "	"	" Hall & Holt " " "	74 36	
" " 24	"	" Baker & Walche (Attys) " "	100 00	
" " "	"	" Emmet K. Channel " "	22 75	
" " 27	"	" W. E. Williams admr of Wm. Cheney	99 30	
" June 26	"	" F. W. Laten per acct & rec	8 50	
" Nov. 5	"	" W. H. Gay " " "	22 00	
" " "	"	" Taxes for 1878 " " "	23 06	
" Dec 31	By	rent of house on Sycamore street		95 00
	To	5 per cent Comrs. on \$95 ⁰⁰	4 75	
	By	int: on \$286.50 - one year -		17 19
	To	5 per cent Comrs on \$17.19 -	86	
			333 72	412 96

			Brought on	\$ 333 72	\$ 412 96
To		Int: on disbursements		9 75	
"		Ant: due Est: to balance		69 49	
				<u>\$ 412 96</u>	<u>\$ 412 96</u>
1878 Dec. 31	By	Ant: due Est: brot on			\$ 69 49
1879 Jan 1	To	paid Rich ^d Lynes Jr. pr. act. & rec.		54 62	
" March 15	"	" Jos. P. Webb. " "		18 75	
" Dec. 1	"	" Taxes for 1879 " "		20 18	
" " 31	By	rent of house on Sycamore st.			95 00
" " "	"	int: on \$69.49 one year			4 16
	To	5 per cent Coms. on \$99 ¹⁶ / ₁₀₀		4 96	
	"	int on disbursements		4 00	
	"	Ant due Est. to balance		<u>66 14</u>	
				<u>\$ 168 65</u>	<u>\$ 168 65</u>
1879 Dec 31	By	Ant: due Est brot on			\$ 66 14
1880 Dec 31	"	rent of house on Sycamore street			95 00
	"	int: on \$66 ¹⁴ / ₁₀₀ one year			3 97
	To	5 per cent Coms. on \$98 ⁹⁷ / ₁₀₀		4 94	
	"	Ant due Est. to balance		<u>160 17</u>	
				<u>\$ 165 11</u>	<u>\$ 165 11</u>
1880 Dec 31	By	Ant: due Est. brot on			\$ 160 17
	To	paid Dr. F. W. Tatum pr act & rec.		26 00	
1881 March	"	" A. C. Withers Atty. for services in suit of W. H. Fleet Adm ^r vs. J. B. W. Fleet & al pr rec.		100 00	
	"	Ant: due Est: to balance		<u>34 17</u>	
				<u>\$ 160 17</u>	<u>\$ 160 17</u>
1881 March 31	By	Ant: due Est. brot on			\$ 34 17

(over)

A further account of A. C. Withers, administrator of Wilson Norfleet, deceased, showing the amounts received by said Administrator from Wilbur J. Kelly, Trustee of James B. Norfleet, under proceedings in this cause, and required to be stated by the aforesaid decree of October 11th: 1879

			Dr	Cr
1878 June 7	By 25-per cent dividend on one claim vs. James B. Norfleet, as per rect. filed with the papers in this cause			\$ 685 74
" " "	" 25-per cent dividend on another claim vs Same. per rect. &c			156 73
1879 May 7	" 25-per cent dividend on a claim vs Same per rect &c			103 13
" " "	" 25-per cent dividend on a claim vs Same. per rect &c			77 34
" " "	" 25-per cent dividend on a claim vs Same per rect &c			542 49
" " "	" 25-per cent dividend on a claim vs Same per rect &c			124 01
1880 June 7	" 30 per cent dividend on a claim vs Same per rect			507 86
" " "	" 30 per cent dividend on a claim vs Same per rect			116 07
" " "	" 30 per cent dividend on a claim vs Same per rect			72 38
"	Interest on \$842.47 from June 7th: 1878 to March 31st: 1881. 2 yrs. 9 mos. 24 das.			142 38
"	Interest on \$846.96 from May 7th: 1879 to March 31st: 1881. 1 yr. 10 mos. 24 das			96 55
"	Interest on \$696.31 from June 7th: 1880 to March 31, 1881. 9 mos. 24 das.			34 11
To	5-per cent Comd. on \$2658.78	132 94		
1881 March 31, "	Am't: due Est: To balance	2525 34		
		<u>\$2658 28</u>		<u>\$2658 28</u>

1881 March 31

By Amount due Est: brot on

\$2525-34

Against the above amount of \$2525-34
the said A. C. Withers, adm^r of Wilson
Norfleet deceased, claims the follow-
ing credits, for all of which vouchers,
duly signed by the parties to whom
payment was made, were before
your Commissioner.

1878. Jan'y 5 To paid balance on note to Mary
Everett, Execut^g of J. S. Hanell's
Est. per bond & rec^t. 87 72

1879 May 7 To paid W. J. Kilby, Trustee of J. B. Nor-
fleet, on account of L. Virgin-
ia Norfleet, widow and a
distributee of Wilson Norfleet dec^d. 635 31

" " " " " Same on account of Paddy L.
Norfleet a child and dis-
tributee of said decedent. 56 48

" " " " " Same on account of Lillie
Norfleet, a child and distrib-
utee of said decedent. 40 22

1880. Jan'y 1 " " Same on account of E. A.
Norfleet a child and dis-
tributee of said decedent 330 26

" " " " " Same on account of L.
Fletcher Norfleet, a child and
distributee of said decedent 322 12

" " " " " Jennie W. Smith, wife of H. E.
Smith, a child and distributee of
said decedent on account
of her supposed share in her
father's estate 38 70

1881 March 31 " Interest on above amounts from
day of payment to this date 152 31

Came on \$1663 12 \$2525-34

			Dr	Cr
1881 March 31	To	Brought on	\$1663 12	25 25 34
		Ant due Est to balance	<u>862 22</u>	
1881 March 31	By	Ant: due Est brot on		\$ 862 22

All of which is respectfully submitted by
your Commissioner

C. H. Causey
Com^{rs} in Chancery

Com^{rs} fee \$20.⁰⁰/₁₁

Worfleets Admin^r.

+ } Chancery
98

Worfleets & al.

Commissioner's Report
of the transactions of
A. C. Withers, Admin^r,
of Wilkes Worfleets dec^d.

1881 Apr: 1st. Filed
C.H.

To The Circuit Court of Hanse-
mond County, Virginia

The Undersigned, Trustee
of Corfleet Brothers, respect-
fully reports to Court that
since his last Report in
the Chancery cause of Wilson
Corfleets Administrator vs.
James B. Corfleet and
others, he has collected
of the assets of said
Corfleet Brothers the net
sum of ~~\$800.00~~ ^{\$800.84} dollars
with the balance of \$27.42 in his hands as per his
which ~~to make up his report~~
said Report ~~makes the sum of \$828.26~~ in his hands
for distribution to and among
the creditors of said Corfleet
Brothers whose claims have been
reported and allowed in
said cause

Respectfully submitted This
12th. day of April 1880.

A. C. Watkins
Trustee &c.
for Corfleet Brothers.

Anflect's Admr.

vs.

Anflect & al

Report of
Collections by
A. L. Withers
Trustee of
Anflect Bros.
12 Apr. 1880

Confirmed by decree
of 13 Apr. 1880

At a Circuit Court continued and held for Hantswood County,
The 11th: day of October, 1879:

Nafleets' Admors

Plaintiffs.

against } In Chancery

(1)

Nafleech & als

Defendants

and

H. E. Smith & wife

Plaintiffs.

against } In Chancery

(2)

J. B. Nafleech & als

Defendants.

Those Causes came on this day to be again heard upon the papers
formerly read, on the Report of Wilbur J. Kilby, Trustee, of the disburse-
ments made by him, under the decree herein of the 11th: day of April, 1879,
and of the Collections made by him, as Trustee of James B. Nafleech,
deceased, since the last term of this Court, shewing a balance in
his hands of \$2079 ⁴⁵/₁₀₀ and upon the Report of A. C. Withers, Trustee
of Nafleech Bros, made herein, pursuant to the above mentioned
decree, shewing a balance in his hands of \$27.42, to which
Reports no exceptions are taken, and were argued by Counsel.
On Consideration whereof, the Court doth Confirm the said Reports,
and doth adjudge, order and decree, that Wilbur J. Kilby, Trustee
of James B. Nafleech, do pay out ~~and~~ and distribute the said
Sum of Two Thousand and Seventy-nine ⁴⁵/₁₀₀ dollars (\$2079 ⁴⁵/₁₀₀)
pro rata, to and among the Creditors of the said James B. Nafleech
whose Claims have been heretofore reported and allowed, inclu-
ding the Creditors named in Commissioner W. J. Kilby's Report
of the 27th: day of September 1878, and the Claim of C. C. Duke
as therein stated, and make report thereof to the Court.

And the said W. J. Kilby, Trustee of James B. Nafleech and

A.C. Withers, Trustee of Norfleet Bros, are severally directed to proceed to collect and get in the trust assets and funds conveyed to them, respectively, and make report thereof, with a view to a further distribution, at the next term of this Court. And, it is deemed inexpedient at this time to distribute the small balance, now, in the hands of A.C. Withers, Trustee, as shewn by his report, above referred to. And the Court doth further order that a Commissioner of this Court, take, state and report to Court, an Account of the transactions of A.C. Withers, Administrator of Wilson Norfleet, deceased, and that the said Administrator retain in his hands, any funds belonging to the Estate of his intestate, the said Wilson Norfleet, with a view to a distribution thereof, among the Creditors of the said Norfleet Brothers.

And the Cause is continued &c.

A Copy.

Teste:

Peter B. Prentiss. Clerk

Norfleet's Admin^r

Norfleet's Adm^r

Copy Decree

Octo: 11th

1879.

Smith & Swaff

J. D. Norfleet Adm^r

To the Circuit Court of Hansemond County,
Virginia;

In pursuance of a decree of said Court pronounced at the October Term thereof in the year 1879 in a Cause in Chancery in said Court depending between Wilson Anfleets Administrator, Plaintiff and James B. Anfleet and others Defendants, a copy of which decree is herewith annexed: the undersigned, Wilbur J. Kilby, Trustee of James B. Anfleet respectfully reports to Court that as directed by said decree, he has paid out and distributed the sum of \$2079.⁴⁵ in his hands for distribution as shown by his Report filed in said Cause on the 13th. day of September 1879 together with other funds collected by him since said Report was filed, pro rata to and among the creditors of said James B. Anfleet, whose claims have been proved and allowed under proceedings had in said Cause, as will more fully appear by the following statements and annexed vouchers:

Statement No. 1

A further Statement of the debts due by said James B. Anfleet shewing the balances thereof due as of 7th. January 1880:

To Wilson Anfleet due 7 May 1879	\$ 2170 35
" paid 7 May 1879 per acct.	542 59
	\$ 1627 76
Int. from 7 May 1879 to 7 Jan. 1880 - 8 m.	65 11
carried on	\$ 1692 87

	brought on		\$ 1692 87
	To Wilson Anfleat due 7 May 1879	\$ 496 04	
	" paid 7 May 1879 per acct.	124 01	
		\$ 372 03	
	Int. to 7 Jan. 1880 - 8m.	14 88	\$ 386 91
	To Wilson Anfleat	\$ 309 35	
	" paid 7 May 1879, per acct	77 34	
		\$ 232 01	
	Int. to 7 Jan. 1880 - 8m.	9 28	\$ 241 29
	To P. Zelle Hes.	\$ 91 00	
	" paid as above.	22 75	
		\$ 68 25	
	Int. to 7 Jan. 1880 - 8m	2 73	\$ 70 98
	To Allen & Prichard	\$ 105 10	
	" paid as above.	26 28	
		\$ 78 82	
	Int. to 7 Jan. 1880 - 8m.	3 15	\$ 81 97
	To Whiteley Bros. Hes.	\$ 100 29	
	" paid as above.	25 07	
		\$ 75 22	
	Int. to 7 Jan. 1880 - 8m.	3 00	\$ 78 22
	To L. H. Garden Hes.	\$ 91 35	
	" paid as above.	22 84	
		\$ 68 51	
	Int. to 7 Jan. 1880 - 8m.	2 74	\$ 71 25
	To A. A. Shumway Hes.	\$ 272 08	
	" paid as above.	68 02	
		\$ 204 06	
	Int. to 7 Jan. 1880 - 8m.	8 16	\$ 212 22
	To Jacob Riegel Hes.	\$ 184 69	
	" paid as above	46 17	
		\$ 138 52	
	Int. to 7 Jan. 1880 - 8m.	5 54	\$ 144 06
	To Jacob Riegel Hes.	\$ 82 92	
	" paid as above.	20 73	
		\$ 62 19	
	Int. to 7 Jan. 1880 - 8m.	2 48	\$ 64 67
	Carried m -		\$ 3044 44

	brought on		\$ 3044 44
To Young, Smith, Field & Co.	\$ 151 93		
" paid 7 May 1879 per rect	37 98		
	\$ 113 95		
Int. to 7 Jan. 1880 - 8 m.	4 55	\$ 118 50	
To Luismore & Kyle	\$ 108 47		
" paid as above	27 12		
	\$ 81 35		
Int. to 7 Jan. 1880 - 8 m.	3 25	\$ 84 60	
To Hurst, Purnell & Co.	\$ 159 34		
" paid as above.	39 84		
	\$ 119 50		
Int. to 7 Jan. 1880 - 8 m.	4 78	\$ 124 28	
To Hurst, Purnell & Co.	\$ 80 58		
" paid as above.	20 15		
	\$ 60 43		
Int. to 7 Jan. 1880 - 8 m.	2 41	\$ 62 84	
To Hood, Bonbright & Co.	\$ 175 44		
" paid as above.	43 86		
	\$ 131 58		
Int. to 7 Jan. 1880 - 8 m.	5 26	\$ 136 84	
To Louchheim Bros.	\$ 548 97		
" paid as above.	137 24		
	\$ 411 73		
Int. to 7 Jan. 1880 - 8 m.	16 46	\$ 428 19	
To Louchheim Bros.	\$ 53 29		
" paid as above.	13 32		
	\$ 39 97		
Int. to 7 Jan. 1880 - 8 m.	1 59	\$ 41 56	
To John Stillman & Sons	\$ 126 30		
" paid as above.	31 58		
	\$ 94 72		
Int. to 7 Jan. 1880 - 8 m.	3 78	\$ 98 50	
To Mourning Lawrence	\$ 229 71		
" paid as above.	57 43		
	\$ 172 28		
Int. to 7 Jan. 1880 - 8 m.	6 89	\$ 179 17	
carried on	-	\$ 4318 92	

brought on		\$ 4318 92
To Mourning Lawrence	\$ 44 73	
" paid 7 May 1879 per acct.	11 18	
	33 55	
Int. to 7 Jan. 1880 - 8m.	1 34	\$ 34 89
To Julia A. Anfleet	\$ 393 28	
" paid as above.	98 32	
	\$ 294 96	
Int. to 7 Jan. 1880 - 8m.	11 79	\$ 306 75
To L. L. Duke	\$ 338 55	
" paid as above	84 64	
	\$ 253 91	
Int. to 7 Jan. 1880 - 8m.	10 15	\$ 264 06
To John P. Kilby	\$ 40 72	
" paid as above	10 18	
	\$ 30 54	
Int. to 7 Jan. 1880 - 8m.	1 22	\$ 31 76
To J. B. Wilson Hes.	\$ 10 05	
" paid as above	2 51	
	\$ 7 54	
Int. to 7 Jan. 1880 - 8m.	30	\$ 7 84
To John W. Morgan	\$ 34 11	
" paid as above	8 53	
	\$ 25 58	
Int. to 7 Jan. 1880 - 8m.	1 02	\$ 26 60
To Isaac Yearsley Jr.	\$ 97 16	
" paid as above.	24 29	
	\$ 72 87	
Int. to 7 Jan. 1880 - 8m.	2 91	\$ 75 78
To Jas. E. Pratt	\$ 54 98	
" paid as above.	13 75	
	\$ 41 23	
Int. to 7 Jan. 1880 - 8m.	1 64	\$ 42 87
To Wiesenfeld Hes.	\$ 86 82	
" paid as above.	21 71	
	\$ 65 11	
Int. to 7 Jan. 1880 - 8m.	2 60	\$ 67 71
carried on -	\$ 5177 18	

	brought on		\$ 5177 18
To Wolf, Mayer & Co.	\$ 116 05		
" paid 7 May 1879 for acct.	29 01		
	\$ 87 04		
Int. to 7 Jan. 1880 - 8 m.	3 48	\$ 90 52	
To Seth March & Co.	\$ 143 86		
" paid as above.	35 97		
	\$ 107 89		
Int. as above to 7 Jan. 1880 - 8 m.	4 31	\$ 112 20	
To F. W. Seabury's Sons.	\$ 465 89		
" paid as above.	116 47		
	\$ 349 42		
Int. to 7 Jan. 1880 - 8 m.	13 97	\$ 363 39	
To Pierre, Bros. & Co.	\$ 36 02		
" paid as above.	9 01		
	\$ 27 01		
Int. as above 8 m.	1 08	\$ 28 09	
To M. L. P. Davis & Co.	\$ 347 83		
" paid as above	86 96		
	\$ 260 87		
Int. to 7 Jan. 1880 - 8 m.	10 43	\$ 271 30	
To Moses Cohen & Sons	\$ 49 66		
" paid as above	12 42		
	\$ 37 24		
Int. to 7 Jan. 1880 - 8 m.	1 48	\$ 38 72	
To Ahrens, Spilker & Co.	\$ 48 17		
" paid as above	12 04		
	\$ 36 13		
Int. to 7 Jan. 1880 - 8 m.	1 44	\$ 37 57	
To James Reid & Co.	\$ 9 54		
" paid as above	2 39		
	\$ 7 15		
Int. to 7 Jan. 1880 - 8 m.	28	\$ 7 43	
To H. H. Watkins	\$ 77 22		
" paid as above	19 31		
	\$ 57 91		
Int. to 7 Jan. 1880 - 8 m.	2 31	\$ 60 22	
Carried on -	\$ 6,186 62		

brought on		\$6186 62
To Saml. Beran Hcs.	\$267 23	
" paid 7 May 1879 per acct.	66 81	
	\$200 42	
Int. to 7 Jan. 1880 - 8m.	8 01	\$208 43
To L. J. Tennant	\$31 54	
" paid as above	7 89	
	\$23 65	
Int. to 7 Jan. 1880 - 8m.	94	\$24 59
To L. Billups	\$155 28	
" paid as above	38 82	
	\$116 46	
Int. to 7 Jan. 1880 - 8m.	4 65	\$121 11
To Luke & Smith	\$18 90	
" paid as above.	4 73	
	\$14 17	
Int. to 7 Jan. 1880 - 8m.	56	\$14 73
To John R. Kilby, Assignee	\$121 92	
" paid as above	30 48	
	\$91 44	
Int. to 7 Jan. 1880 - 8m.	3 65	\$95 09
To J. O. Gamage	\$31 82	
" paid as above	7 96	
	\$23 86	
Int. to 7 Jan. 1880 - 8m.	95	\$24 81
To Samuel Adams Hcs.	\$66 70	
" paid as above	16 68	
	\$50 02	
Int. to 7 Jan. 1880 - 8m.	2 00	\$52 02
To Stern Hcs.	\$246 19	
" paid as above	61 55	
	\$184 64	
Int. to 7 Jan. 1880 - 8m.	7 38	\$192 02
To Hodges Brothers	\$531 67	
" paid as above	132 92	
	\$398 75	
Int. to 1 Jan. 1880 - 8m.	15 95	\$414 70
Carried on -		\$7,334.12

	brought on			\$ 7.334 12
To Ziegler Bros.		\$ 123 43		
" paid 7 May 1879 per rect		30 86		
		\$ 92 57		
Int. to 7 Jan. 1880 - 8 m.		3 70	\$ 96 27	
To W. F. Allen & Co.		\$ 285 05		
" paid as above		71 26		
		\$ 213 79		
Int. to 7 Jan. 1880 - 8 m.		8 55	222 34	
To Norfolk Oil & Guano Co.		\$ 41 31		
" paid as above.		10 33		
		\$ 31 98		
Int. to 7 Jan. 1880 - 8 m.		1 27	\$ 33 25	
To Louis F. Detrick		\$ 88 15		
" paid as above		22 04		
		\$ 66 11		
Int. to 7 Jan. 1880 - 8 m.		2 64	\$ 68 75	
To Eastham Power & Co		\$ 130 79		
" paid as above		32 69		
		\$ 98 10		
Int. as above 8 m.		3 92	\$ 102 02	
To Hamburger Bros.		\$ 32 09		
" paid as above		8 02		
		\$ 24 07		
Int. to 7 Jan. 1880 - 8 m.		9 6	\$ 25 03	
To Anderson, Grandy & Co.		\$ 52 25		
" paid as above		13 06		
		\$ 39 19		
Int. to 7 Jan. 1880 - 8 m.		1 56	\$ 40 75	
To Newburger & Hochstadters		\$ 73 92		
" paid as above		18 48		
		\$ 55 44		
Int. to 7 Jan. 1880 - 8 m.		2 21	57 65	
To Geo. B. Bains & Sons		\$ 53 57		
" paid as above		13 39		
		\$ 40 18		
Int. to 7 Jan. 1880 - 8 m.		1 60	\$ 41 78	
Carried on			\$ 8.021 86	

brought on		\$ 8021 36
To Strouse, Loeb & Co.	\$ 142 60	
" paid 7 May 1879 per acct.	35 65	
	\$ 106 95	
Int. to 7 Jan. 1880 - 8 m.	4 27	\$ 111 22
To Morris Bros.	\$ 241 66	
" paid as above.	60 42	
	\$ 181 24	
Int. to 7 Jan. 1880 - 8 m.	7 24	\$ 188 48
To Adams, Buck & Co.	\$ 227 16	
" paid as above.	56 79	
	\$ 170 37	
Int. to 7 Jan. 1880 - 8 m.	6 81	\$ 177 18
To Taylor, Elliott & Watters	\$ 95 19	
" paid as above	23 79	
	\$ 71 40	
Int. as above 8 m.	2 85	\$ 74 25
To Berlin & Fulton	\$ 6 25	
" paid as above	1 56	
	\$ 4 69	
Int. to 7 Jan. 1880 - 8 m.	18	\$ 4 87
To Geo. W. Kittree	\$ 11 74	
" paid as above	2 94	
	\$ 8 80	
Int. to 7 Jan. 1880 - 8 m.	35	\$ 9 15
To Jacob E. Kelly	\$ 10 02	
" paid as above	2 51	
	\$ 7 51	
Int. to 7 Jan. 1880 - 8 m.	30	\$ 7 81
Total debts due 7 Jan. 1880 =		\$ 8,594 92

Statement No. 2.

A Statement of payments pro rata
in part of the foregoing debts

1879 Sept. 13	By Amount in hands of the Trustee for distribution, as per said decree.			\$2079 45
1880 Jan. 7	" Interest on account.			55 50
	" Amount of claim against Edward A. Norfleet.			287 87
	" Int. on same from 1 Jan. 1878 to 1 Jan. 1880 - 2 y.			34 54
	" Amount of claim against L. Fletcher Norfleet.			279 71
	" Int. on same from 1 Jan. 1878 to 1 Jan. 1880 - 2 y.			33 56
	To 5 per cent Commission on \$691.18	\$34 56		
	" Balance	2736 07		
		<u>\$2770 63</u>	<u>\$2770 63</u>	
1880 Jan. 7	By Balance brought on.			\$2736 07
	To Paid Wilson Norfleet's Adm. 30 percent of \$1692.87	\$507 86		
"	" " Same " " of 386.91	116 07		
"	" " Same " " of 241.29	72 38		
"	" " P. Zell Sons " " of 70.98	21 29		
"	" " Allen & Prichard " " of 81.97	24 59		
"	" " Whiteley Bros. Hcs " " of 78.22	23 46		
"	" " L. H. Garden Hcs " " of 71.25	21 37		
"	" " A. A. Shumway Hcs. " " of 212.22	63 66		
"	" " Jacob Riegel Hcs. " " of 144.06	43 21		
"	" " Same " " of 64.67	19 40		
"	" " Young, Smith, Field Hcs " " of 118.50	35 55		
"	" " Drismore & Kyle " " of 84.60	25 38		
"	" " Hurst, Rumee Hcs. " " of 124.28	37 28		
"	" " Same " " of 62.84	18 85		
"	" " Hood, Bonbright Hcs. " " of 136.84	41 05		
"	" " Louckheim Bros. " " of 428.19	128 45		
	Carried on	\$3999.69	\$1199 85	\$2736 07

Brought on		\$ 3999. 69	\$ 1199 85	\$ 2736 07
To Paid Louckheim Bros, 30 percent of		41. 56	12 46	
" " John Stillman Sons " "		98. 50	29 55	
" " Mourning Lawrence " "		179. 17	53 75	
" " Same " "		34. 89	10 46	
" " Julia A. Norfleet " "		306. 75	92 02	
" " C. C. Duke " "		264. 06	79 21	
" " John T. Kilby " "		31. 76	9 52	
" " J. B. Wilson Hco. " "		7. 84	2 35	
" " John W. Morgan " "		26. 60	7 98	
" " Isaac Yearsley Jr. " "		75. 78	22 73	
" " Jas. E. Pratt " "		42. 87	12 86	
" " Wiesenfeld Hco. " "		67. 71	20 31	
" " Wolf, Mayer Hco. " "		90. 52	27 15	
" " Seth March Hco. " "		112. 20	33 66	
" " F. W. Seabury's Sons " "		363. 39	109 01	
" " Peane Bros. Hco. " "		28. 09	8 42	
" " M. L. T. Davis Hco. " "		271. 30	81 39	
" " Moses Cohen Sons " "		38. 72	11 61	
" " Ahrens, Shilker Hco " "		37. 57	11 27	
" " Jas Reid Hco " "		7. 43	2 22	
" " H. H. Watkins " "		60. 22	18 06	
" " Saul. Beran Hco. " "		208. 43	62 52	
" " C. J. Pennington " "		24. 59	7 37	
" " C. Billups " "		121. 11	36 33	
" " Duke & Smith " "		14. 73	4 41	
" " John R. Kilby Assignee " "		95. 09	28 52	
" " J. O. Gamage " "		24. 81	7 44	
" " Leamsee, Adams Hco. " "		52. 02	15 60	
" " Stein Hco. " "		192. 02	57 60	
" " Hodges Bros. " "		414. 70	124 41	
" " Ziegler Bros. " "		96. 27	28 88	
" " W. F. Allen Hco. " "		222. 34	66 71	
" " Infokail & Quano Hco. " "		33. 25	9 97	
" " Louis F. Detrick " "		68. 75	20 62	
" " Eastham, Powell Hco. " "		102. 02	30 60	
Carried on		\$ 7856. 75	\$ 2356 82	\$ 2736 07

brought on	\$	7856.75	\$2356 82	2736 07
Paid Hamburger Bros. 30 per cent of		25.03	7 50	
" " Anderson, Grandy & Co " "		40.75	12 22	
" " Newburger & Hochstadters " "		57.65	17 29	
" " Geo. B. Bains Sons " "		41.78	12 53	
" " Strouse, Loeb & Co. " "		111.22	33 36	
" " Morris Bros. " "		188.48	56 54	
" " Taylor, Elliott & Watters " "		74.25	22 27	
" " Adams Buck & Co. " "		177.18	53 15	
" " Karlin & Fulton " "		4.87	1 46	
" " Geo. W. Kittree " "		9.15	2 74	
" " Jacob E. Kelly " "		7.81	2 34	

\$ 8.594.92 \$2578 22 \$2736 07

Balance in Trustee's hands 7 Jan. 1880 =

2578 22
\$ 157 85

Respectfully submitted

Wilbur J. Kilby
Trustee of Jas. B. Torfleet.

(over)

1880 Jan. 7th. Received of Wilbur J. Kilby
Trustee of Jas. B. Appleton the respective
sums of money charged in the foregoing
Report as paid to us and set opposite
our names as follows:

Alewethus Admstr. of W. Appleton	\$507 86
Alewethus " " " "	116 07
Alewethus " " " "	72 38
P. Zell & Sons per Alewethus atty.	21 29
Allen & Prichard " " " "	24 59
Whitely Bros. & Co. Alewethus atty.	23 46
C. H. Garden & Co. Alewethus "	21 37
A. A. Shumway & Co by Geo H. Wright atty.	63 66
Jacob Riegel & Co " Geo H. Wright "	43 21
Same " Geo H. Wright "	19 40
Young Smith Field & Co " Geo H. Wright "	35 55
Wissmore & Kyle " Geo H. Wright "	25 38
Hurst, Pennell & Co " Geo H. Wright "	37 28
Same " Geo H. Wright "	18 85
Hood. Boulright & Co " Geo H. Wright "	41 05
Lorchheim Bros - C B Hayden atty	128 45
Same " C B Hayden atty	12 46
Bro Stearns & Sons - C B Hayden atty	29 53
Mourning Lawrence	53 75
Mourning Lawrence	10 46
Julia A. Appleton	92.02.
C. C. Duke by Wilbur J. Kilby, atty.	79 21
John T. Kilby by Wilbur J. Kilby atty	9 52
J. B. Wilson Heo. by Wilbur J. Kilby "	2 35
John W. Morgan by Wilbur J. Kilby atty.	7 98
Isaac Yearsley Jr. by Wilbur J. Kilby atty.	22 73
Jas. E. Pratt by Wilbur J. Kilby atty.	12 86
Wiesenfeld Heo. by Wilbur J. Kilby atty.	20 31
Wolf, Mayer Heo. by Wilbur J. Kilby atty.	27 15
Seth Marek Heo. by Wilbur J. Kilby "	33 66
F. W. Seabury's Sons by Wilbur J. Kilby atty	109 01
Pearre Bros. Heo. by Wilbur J. Kilby atty.	8 42

M. L. P. Davis Hes. by Wilbur J. Kilby Atty.	81	39
Moses Cohen Sons by Wilbur J. Kilby Atty.	11	61
Shrens, Spilker Hes. by Wilbur J. Kilby Atty.	11	27
Jas. Reid Hes. by Wilbur J. Kilby Atty.	2	22
H. H. Watkins by Wilbur J. Kilby Atty.	18	06
Samuel. Berau Hes. by Wilbur J. Kilby Atty.	62	52
C. J. Tennant by Wilbur J. Kilby "	7	37
Le. Billups by Wilbur J. Kilby Atty.	36	33
Duke & Smith by Wilbur J. Kilby Atty.	4	41
John R. Kilby Assignee by Wilbur J. Kilby, his Trustee	28	52
J. A. Gamage by Wilbur J. Kilby Atty.	7	44
Carroll, Adams Hes. by Wilbur J. Kilby Atty.	15	60
Stein Hes. by Wilbur J. Kilby Atty.	57	60
Hodges Bros. by Wilbur J. Kilby Atty.	124	41
Ziegler Bros. by Wilbur J. Kilby Atty.	28	88
W. F. Allen Hes. by Wilbur J. Kilby "	66	71
Infokac & Guano Hes. by Wilbur J. Kilby Atty.	9	97
Louis F. Detrick by Wilbur J. Kilby Atty.	20	62
Eastham, Power Hes. by Wilbur J. Kilby Atty.	30	60
Hamburger Bros. by Wilbur J. Kilby Atty.	7	50
Anderson, Grandy Hes. by Wilbur J. Kilby Atty.	12	22
Newburger & Hochstadter by Wilbur J. Kilby "	17	29
Geo. B. Bains Sons by Wilbur J. Kilby Atty.	12	53
Strouse, Loeb Hes. by Wilbur J. Kilby Atty.	33	36
Morris Brothers by Wilbur J. Kilby Atty.	56	54
Taylor, Elliott & Watters by Wilbur J. Kilby Atty.	22	27
Adams, Buck Hes. by Wilbur J. Kilby Atty.	53	15
Carlin & Fulton by Wilbur J. Kilby Atty.	1	46
Geo. W. Kittree by Wilbur J. Kilby Atty.	2	74
Jacob E. Kelly by Wilbur J. Kilby Atty.	2	34

Norfleet's Adm'r.

vs. } In Chy.

Norfleet & al.

Report of disbursements
by Jas. B. Norfleet's Trustee

No. 3.

confirmed 13 Apr. 1880

1880. Feb. 5th. Filed.
clk

$S''/6 \frac{56}{\underline{\quad}}$

Norfolk, Va. June 6th 1879

Norfolk, Va. June 1871

Received of *Wilbur J. Kilby Trustee of Jas. B. Norfleet*

Sixteen and ————— 50/100 Dollars

Sixteen and ⁵⁰⁷/₁₀₀ Dollars

taxed fee due us in case of H. E. Smith & wife, vs. said
In fleet & al. White & Garnett

Thanks!

White & Garnett
attys.



At a Circuit Court, continued and held for Nansemond County, the 11th day of April, 1879.

A. C. Withers, Administrator of Wilson Norfleet, deceased. Plaintiff. No: 1

against { In Chancery
James B. Norfleet, individually, and as
surviving partner, &c, and others. Defendants.

and

Henning E. Smith and Virginia W. Smith. Plaintiffs. No: 2

against { In Chancery
James B. Norfleet, in his own right, and as
surviving partner of himself and Wilson
Norfleet, deceased, late partners &c, and others. . Defendants.

These two Causes came on this day to be heard together, the first of the said Causes, upon the papers formerly read, and upon the Report of Wilbur J. Kilby, Trustee of James B. Norfleet, filed 28th day of March, 1879, and the report of A. C. Withers, Trustee of Norfleet Brothers, this day filed, to which reports, no Exceptions are taken; and the second of the said Causes, upon the Bill of the Complainants, taken for confessed, as to the adult defendants, and upon the Answer of the infant defendants, by their guardian ad litem, and general replication thereto, and upon the Exhibits filed and the Examination of Witnesses, and upon the agreement of Compromise, marked "(X)" and filed with the papers, in the said last mentioned Cause, and were argued by Counsel: On Consideration whereof the Court doth confirm the said Reports of Wilbur J. Kilby, Trustee, and A. C. Withers, Trustee, and dissolving the injunction granted on the 12th day of December,

1878, in the second of the said Causes, doth adjudge, order and decree, that A.C. Withers, Trustee of Norfleeth Bro^s, do, out of the funds, in his hands as Trustee, as aforesaid, as shown by his said Report, to wit, the sum of \$1782.02, pay to Hemming E. Smith or to his Attorneys, twenty per centum of the sum of Twelve Hundred Dollars, to wit, the sum of Two Hundred and forty dollars, in part payment of the amount ascertained and agreed, as set forth in the said paper marked "X" to be the amount of the indebtedness of the said Norfleeth Bro^s to said H.E. Smith, and the said A.C. Withers, Trustee is directed to pay to Thomas Griggs, twenty per centum of the balance shown to be due to him, by his said Trustee report. And The Court doth further adjudge, order and decree, that A.C. Withers, Trustee of Norfleeth Bro^s, do pay out and distribute the balance in his hands, after paying the twenty per cent of the two debts aforesaid, pro rata, to and among the creditors of Norfleeth Bro^s heretofore reported, in the first of said Causes, including as one of the said Creditors the said H.E. Smith to the extent of the balance due to him, after the payment of the twenty per cent, above decreed to him, and also including the said Thomas Griggs to the extent of any balance due to him, after payment of the twenty per cent, decreed to him, as aforesaid, And The Court doth further adjudge, order and decree, that Wilbur J. Killy, Trustee of James B. Norfleeth, do pay out and distribute the amount in his hands, to wit, the sum of Three Thousand and one hundred and ninety⁵/₁₀₀ dollars. (\$3190⁵), as shown by his said report, pro rata, to and

among the Creditors, of the said James B. Norfleeth, whose claims have been heretofore reported and allowed, including the Creditors named in Commissioner W. J. Kelly's report of the 27th. September, 1878, and the Claim of C. C. Duke, as therein stated; and in making the said distribution, the said W. J. Kelly is directed to pay to such of the Creditors of said James B. Norfleeth, as have not heretofore received any dividend, such sums as are necessary to equalize the amounts received by them with the amounts heretofore paid to the other Creditors.

And the Court doth further adjudge, order and decree, that W. J. Kelly and A. C. Withers, Trustees, as aforesaid do make report of their transactions under this Decree, as such Trustees, respectively, at the next Term of this Court, and a further report, respectively, of the Collections which may be made by them, respectively, with a view to a further distribution.

And the Court doth further adjudge, order and decree, that the costs, in the Second of the said Causes, be paid, by the said W. J. Kelly and A. C. Withers, Trustees, in equal proportions, out of their respective trust funds.

And this Cause is continued &c.

A Copy:

Teste,

Peter B. Prentiss, Clerk.

Costs in 1st Cause
paid to W. J. Kelly 11.00
11.00

clerk \$5.60

Costs in 2^d Cause

clerk 10.00

Att. & Hays 16.50

Shubert 3.00

\$35.10

Nafleeth's Adm^r Xms
vs { (1)
Nafleeth, Kal

and

H. E. Smith's wife
vs { (2)

J. B. Nafleeth Kal
Copy Decree April Term
1879

To the Circuit Court of Hanover County, Virginia:

In pursuance of a decree of the said Court pronounced at the April Term thereof in the year 1879 in the two causes in Chancery heard together in said Court depending between Wilson Arflect's Administrator, Plaintiff, and James B. Arflect and others, Defendants and Henning E. Smith and wife, Plaintiffs and said James B. Arflect and others, Defendants, a copy of said decree being herewith annexed; the undersigned, Wilbur J. Kilby, Trustee, of James B. Arflect respectfully reports to Court that, as directed by said decree, he has paid out and distributed the sum of \$3190.¹⁵ in his hands pro rata to and among the creditors of said James B. Arflect whose claims have been reported and allowed in said causes, including the creditors named in the Report of Commissioner W. J. Kilby of 27th September 1878 and the claim of E. C. Duke as therein stated, after having first paid to such of the creditors of said James B. Arflect as had not theretofore received any dividend, such sums as were necessary to equalise the amounts received by them with the amounts heretofore received by the other creditors, - all of which will more fully appear by the annexed vouchers and statements, the first statement being one of said claims and the second one of said payments:

(over)

Statement No. 1.

A further statement of the debts due by said James B. Norfleet including the claims of his creditors who have heretofore received no dividends:

To L. L. Duke	\$ 426 25	
" Interest from 13 May 1878 to 7 May 1879.	25 15 =	\$ 451 40
To Dr. John T. Kilby	52 47	
" Int. on \$49. ⁵⁰ from 25 Sept. 1878 to 7 May 1879.	1 83 =	54 30
To J. B. Wilson & Co.	12 95	
" Int. on \$12. ⁴⁰ from 25 Sept. 1878 to 7 May 1879.	45 =	13 40
To Wilson Norfleet.	398 57	
" Int. on \$376. ⁰⁰ from 25 Sept. 1878 to 7 May 1879.	13 90 =	412 47
" Wilson Norfleet.	2742 95	
" paid 7th June 1878.	685 74	
	\$2057 21	
Int. on \$2057.21 from 7 June 1878 to 7 May 1879.	113 14 =	\$ 2170 35
To Wilson Norfleet	626 92	
" paid 7 June 1878	156 73	
	470 19	
Int. on \$470.19 as last above.	25 85	496 04
To P. Zell & Sons.	115 02	
" paid 7 June 1878.	28 76	
	86 26	
Int. on \$86.26 as last above.	4 74	91 00
To Allen & Prichard	132 84	
" paid 7 June 1878	33 21	
	99 63	
Int. on \$99.63 as above.	5 47	105 10
To Whiteley Bros. & Co.	126 76	
" paid 7 June 1878.	31 69	
	95 07	
Int. on \$95.07 as last above	5 22	100 29
To L. H. Gardner & Co.	115 46	
" paid as above	28 87	
	86 59	
Int. on \$86.59 as above	4 76	91 35
Carried on		\$ 3985 70

brought on			\$ 3985 70
To A. A. Shumway Hco.	343 87		
" paid 7 June 1878	85 97		
	257 90		
Int. on \$257.90 as above	14 18	\$ 272 08	
To Jacob Riegel Hco.	233 43		
" paid as above.	58 36		
	175 07		
Int. on \$175.07 as above	9 62	184 69	
To Jacob Riegel Hco.	104 80		
" paid as above	26 20		
	78 60		
Int. on \$78.60 as above	4 32	82 92	
To Young. Smith, Field Hco.	192 01		
" paid as above.	48 00		
	144 01		
Int. on \$144.01 as above	7 92	151 93	
To Quismore & Kyle	137 10		
" paid as above	34 28		
	102 82		
Int. on \$102.82 as above	5 65	108 47	
To Hurst. Purnee Hco.	201 39		
" paid as above	50 35		
	151 04		
Int. on \$151.04 as above	8 30	159 34	
To Hurst. Purnee Hco.	101 84		
" paid as above.	25 46		
	76 38		
Int. on \$76.38 as above.	4 20	80 58	
To Hood, Bonbright Hco.	221 74		
" paid as above.	55 44		
	166 30		
Int. on \$166.30 as above.	9 14	175 44	
To Louchheim Brothers	693 81		
" paid as above.	173 45		
	520 36		
Int. on \$520.36 as above	28 61	548 97	
Carried on		\$ 5750 12	

	brought on		\$ 5750 12
To Louchheim Brothers		\$ 67 36	
" paid as above		16 84	
		50 52	
Int. on \$50.52 as above		2 77	53 29
To John Stellman Sons		159 62	
" paid as above		39 90	
		119 72	
Int. on \$119.72 as above.		6 58	126 30
To Mouring Laurence		290 32	
" paid as above		72 58	
		217 74	
Int. on \$217.74 as above		11 97	229 71
To Mouring Laurence		56 53	
" paid as above		14 13	
		42 40	
Int. on \$42.40 as above.		2 33	44 73
To Julia A. Corfleet		497 04	
" paid as above		124 26	
		372 78	
Int. as above on \$372.78		20 50	393 28
To John W. Morgan		43 12	
" paid as above		10 78	
		32 34	
Int. on \$32.34 as above.		1 77	34 11
To Isaac Yearly Sr.		122 79	
" paid as above		30 69	
		92 10	
Int. on \$92.10 as above		5 06	97 16
To James E. Pratt		69 50	
" paid as above		17 38	
		52 12	
Int. on \$52.12 as above		2 86	54 98
To Wiesenfeld Bros.		109 73	
" paid as above		27 43	
		82 30	
Int. on \$82.30 as above		4 52	86 82
	Carried on		\$ 6870 50

	brought on		\$6870 50
To Wolf Mayer Hes	\$146 67		
" paid as above	36 67		
	110 00		
Int. on \$110. as above	6 05	116 05	
To Seth March Hes.	181 83		
" paid as above	45 46		
	136 37		
Int. as above on \$136.37.	7 49	143 86	
To F. W. Mabumy's Sons	588 66		
" paid as above	147 16		
	\$441 50		
Int. on \$441.50 as above	24 39	465 89	
To Peare Bros. Hes.	45 53		
" paid as above.	11 38		
	34 15		
Int. on \$34.15 as above.	1 87	36 02	
To M. L. T. Davis	439 60		
" paid as above	109 90		
	329 70		
Int. as above on \$329.70	18 13	347 83	
To Moses Cohen Sons	62 77		
" paid as above.	15 69		
	47 08		
Int. as above on \$47.08.	2 58	49 66	
To Ahrens, Spilker Hes.	60 88		
" paid as above	15 22		
	45 66		
Int. on \$45.66 as above	2 51	48 17	
To Jas. Reid Hes.	12 07		
" paid as above	3 02		
	9 05		
Int. on \$9.05 as above	49	9 54	
To H. H. Watkins	97 60		
" paid as above	24 40		
	73 20		
Int. on \$73.20 as above	4 02	77 22	
carried on		\$8164 74	

brought on		\$8164 74	
To Saul. Beran Hco.	\$ 337 73		
" paid as above	84 43		
	253 30		
Int. as above on \$253.30	13 93	267 23	
To L. J. Tennant	39 87		
" paid as above	9 97		
	29 90		
Int. as above on \$29.90	1 64	31 54	
To L. Billups	196 25		
" paid as above	49 06		
	147 19		
Int. as above on \$147.19	8 09	155 28	
To Duke & Smith	23 90		
" paid as above	5 98		
	17 92		
Int. as above on \$17.92	98	18 90	
To John R. Kilby, Assignee	154 09		
" paid as above	38 52		
	115 57		
Int. as above on \$115.57	6 35	121 92	
To J. Q. Gamage	40 22		
" paid as above	10 05		
	30 17		
Int. as above on \$30.17	1 65	31 82	
To Lemuel. Adams Hco.	84 30		
" paid as above.	21 07		
	63 23		
Int. as above on \$63.23	3 47	66 70	
To Stein Hco.	311 15		
" paid as above	77 79		
	233 36		
Int. as above on \$233.36	12 83	246 19	
To Hodges Brothers	671 95		
" paid as above	167 99		
	503 96		
Int. as above on \$503.96	27 71	531 67	
Carried on		\$9635 99	

	brought on		\$ 9635 99
To Ziegler Brothers		155 99	
" paid as above		38 99	
		117 00	
Int. as above on \$117.		6 43	123 43
To W. F. Allen Hqs.		360 27	
" paid as above		90 07	
		270 20	
Int. as above on \$270.		14 85	285 05
To Norfolk Oil & Guano Company		52 21	
" paid as above		13 05	
		39 16	
Int. as above on \$39.16		2 15	41 31
To Louis F. Dietrich		111 42	
" paid as above		27 86	
		83 56	
Int. as above on \$83.56		4 59	88 15
To Eastham, Powell Hqs.		165 31	
" paid as above		41 33	
		123 98	
Int. as above on \$123.98		6 81	130 79
To Hamburger Bros.		40 56	
" paid as above		10 14	
		30 42	
Int. as above on \$30.42		1 67	32 09
To Anderson, Grady Hqs.		66 04	
" paid as above		16 51	
		49 53	
Int. as above on \$49.53		2 72	52 25
To Newburger & Hochstadters		93 42	
" paid as above		23 35	
		70 07	
Int. as above on \$70.07		3 85	73 92
To Geo. B. Bains Sons		67 70	
" paid as above		16 92	
		50 78	
Int. as above on \$50.78		2 79	53 57
	Carried on		\$10,516 55

	brought on		\$10,516 55
To Strouse, Loeb & Co.	\$180 23		
" paid as above	45 06		
	135 17		
Int. as above on \$135.17	7 43	142 60	
To Morris Brothers	305 42		
" paid as above	76 35		
	229 07		
Int. as above on \$229.07	12 59	241 66	
To Adams Buck & Co.	287 10		
" paid as above	71 78		
	215 32		
Int. as above on \$215.32	11 84	227 16	
To Taylor, Elliott & Watters	120 30		
" paid as above	30 07		
	90 23		
Int. as above on \$90.23	4 96	95 19	
To Berlin & Fulton	7 94		
" paid as above	1 99		
	5 95		
Int. as above on \$5.95	30	6 25	
To Geo. W. Kittree	14 84		
" paid as above	3 71		
	11 13		
Int. as above on \$11.13	61	11 74	
To Jacob E. Kelly	12 66		
" paid as above	3 16		
	9 50		
Int. as above on \$9.50	52	10 02	
1879 May 7th. Total amount of debts	=	\$11,251 17	

Statement No. 2
 A statement shewing the payments pro
 rata on account of the foregoing debts:

By cash in the hands of said Trustee as per said decree.			\$3190 15
" cash of A. G. Withers, Trustee of Corfeet Brothers for pay- ment of 1/2 costs of said two suits, as per said decree		17 55	
			<u>\$3207 70</u>
To paid P. B. Prentiss, Clerk, per acct.	5 60		
" " Same " "	10 00		
" " White & Garnett, Attys "	16 50		
" " J. L. Fulgham, Sheriff "	3 00		<u>\$35 10</u>
			<u>\$3172 60</u>
To paid C. C. Duke 25 percent (per acct.) of \$451.40	\$112 85		
" " Dr. John T. Kilby " " of 54.30	13 58		
" " J. B. Wilson & Co. " " of 13.40	3 35		
" " Wilson & Co. Admr. " " of 412.47	103 12		<u>\$232 90</u>
			<u>\$2939 70</u>
To paid C. C. Duke 25 percent (per acct.) of \$338.55	\$84 64		
" " Dr. John T. Kilby " " of 40.72	10 18		
" " J. B. Wilson & Co. " " of 10.05	2 51		
" " Wilson & Co. Admr. " " of 309.35	77 34		
" " Same " " " of 2170.35	542 59		
" " Same " " " of 496.04	124 01		
" " P. Zeel & Sons " " " of 91.00	22 75		
" " Allen & Prichard " " " of 105.10	26 28		
" " Whiteley Bros. & Co. " " " of 100.29	25 07		
" " L. H. Garden & Co. " " " of 91.35	22 84		
" " A. A. Shumway & Co. " " " 272.08	68 02		
" " Jacob Riegel & Co. " " " 184.69	46 17		
" " Same " " " 82.92	20 73		
" " Young, Smith, Field & Co. " " " 151.93	37 98		
" " Linsmore & Kyle " " " 108.47	27 12		
carried on	\$4552.89	\$1138 23	<u>\$2939 70</u>

Brought on	\$4,552.89	\$1138	23	\$2939 70
To Paid Hurst, Purnell & Co, 25 per cent (for acct.) of	159.34	39	84	
" " Same " " " "	80.58	20	15	
" " Hood, Boubright & Co, " " " "	175.44	43	86	
" " Lorchheim Bros, " " " "	548.97	137	24	
" " Same " " " "	53.29	13	32	
" " John Stellman Sons " " " "	126.30	31	58	
" " Mouring Lawrence " " " "	229.71	57	43	
" " Same " " " "	44.73	11	18	
" " Julia A. Torfleet " " " "	393.28	98	32	
" " John W. Morgan " " " "	34.11	8	53	
" " Isaac Mearly Sr. " " " "	97.16	24	29	
" " Jas. E. Trott " " " "	54.98	13	75	
" " Wiesenfeld & Co, " " " "	86.82	21	71	
" " Wolf, Mayer & Co, " " " "	116.05	29	01	
" " Seth March & Co, " " " "	143.86	35	97	
" " F. W. Seaburn's Sons " " " "	465.89	116	47	
" " Pearce, Bros. & Co, " " " "	36.02	9	01	
" " M. L. T. Davis & Co, " " " "	347.83	86	96	
" " Moses Cohen Sons " " " "	49.66	12	42	
" " Ahrens, Spilker & Co, " " " "	48.17	12	04	
" " Jas. Reid & Co, " " " "	9.54	2	39	
" " H. H. Watkins " " " "	77.22	19	31	
" " Saul. Beran & Co, " " " "	267.23	66	81	
" " L. J. Tennant " " " "	31.54	7	89	
" " C. Billups " " " "	155.28	38	82	
" " Duke & Smith " " " "	18.90	4	73	
" " John R. Kilby, Assignee, " " " "	121.92	30	48	
" " J. O. Gamage " " " "	31.82	7	96	
" " Camille Adams & Co, " " " "	66.70	16	68	
" " Stein & Co, " " " "	246.19	61	55	
" " Hodges Bros, " " " "	531.67	132	92	
" " Ziegler Bros, " " " "	123.43	30	86	
" " W. F. Allen & Co, " " " "	285.05	71	26	
" " Inflek & Co & Co, " " " "	41.31	10	33	
" " Louis F. Dietrick " " " "	88.15	22	04	
Carried	\$9,941.03	2485	34	\$2939 70

brought on	\$ 9,941.03	\$ 2485 34	\$ 2939 70
Do paid Eastham, Povee & Co as above of	130.79	32 69	
" " Hamburger Bros. " "	32.09	8 02	
" " Anderson, Grandy & Co. " "	52.25	13 06	
" " Newburger & Hochstadters " "	73.92	18 48	
" " Geo. B. Bains Sons " "	53.57	13 39	
" " Strouse, Loeb & Co. " "	142.60	35 65	
" " Morris Brothers " "	241.66	60 42	
" " Adams, Buck & Co. " "	227.16	56 79	
" " Taylor, Elliott & Walters " "	95.19	23 79	
" " Barlin & Fulton " "	6.25	1 56	
" " Geo. W. Kittree " "	11.74	2 94	
" " Jacob E. Kelly " "	10.02	2 51	
	\$ 11,018.27	\$ 2,754 64	\$ 2,939 70

1879 May 7th. Balance in Trustee's hands.

2754 64

\$ 185 06

Respectfully submitted,

Wilbur J. Kilby
Trustee of James B. Anfleat.

(over)

1879 May 7th, Received of Wilbur J. Kilby, Trustee of James B. Norfleet the several sums of money charged in the foregoing Report as paid to us respectively and set opposite our names as follows:

Peter B. Prentiss. Clerk	\$	5 60
Peter B. Prentiss. Clerk		10 00
J L Fulgham Sheriff		3 00
L. L. Duke by Wilbur J. Kilby. Atty.	\$ 112.85 and \$	84 64
Dr. John T. Kilby by W. J. Kilby Atty.	13.58 and	10 18
J. B. Wilson & Co. by W. J. Kilby Atty.	3.35 and	2 51
Albion Adams. for William Norfleet		103 12
Albion Adams. of William Norfleet died.		77 34
Albion " " " " "		542 59
P. & S. & Sons per Albion Adams		\$22 75-
Allen & Prichard, Albion "		26 28
Whitely Bros & Co. " Albion "		25 07
C. H. Giddens & Co. " Albion "		22 84
Albion Adams. for W. Norfleet died		124 01
A. A. Shumway & Co by Wright & Rauls atty.		68 02
Jacob Riegel & Co " Wright & Rauls atty's		46 17
" " " " Wright & Rauls "		20 73
George Smith Field & Co " Wright & Rauls "		37 98
Dinsmore & Kyle " Wright & Rauls "		27 12
Hunt, Russell & Co " Wright & Rauls "		39 84
" " " " Wright & Rauls "		20 15-
Hood, B. Wright & Co " Wright & Rauls "		43 86
Lorchheim Bros by C B Hazden Atty		137 24
Same " by C B Hazden Atty		13 32
E. Steleman & Sons C B Hazden Atty		31 58
Mourning Lawrence		57 43
Mourning Lawrence		11 18
Julian A. Norfleet		98.32.
John W. Morgan by Wilbur J. Kilby. Atty.		8 53
Isaac Yearsley Sr. by Wilbur J. Kilby Atty.		24 29
James E. Prott by Wilbur J. Kilby Atty.		13 75

Wiesenfeld Hco. by Wilbur J. Kilby Atty.	21 71
Wolf, Mayer Hco. by Wilbur J. Kilby Atty.	29 01
Aeth March Hco. by Wilbur J. Kilby Atty.	35 97
F. W. Seabury's Sons by Wilbur J. Kilby Atty.	116 47
Pearne Bros. Hco. by Wilbur J. Kilby Atty.	9 01
M. L. T. Davis Hco. by Wilbur J. Kilby Atty.	86 96
Moses Cohen Sons by Wilbur J. Kilby Atty.	12 42
Shrens, Spilker Hco. by Wilbur J. Kilby Atty.	12 04
Jas. Reid Hco. by Wilbur J. Kilby Atty.	2 39
H. H. Watkins by Wilbur J. Kilby Atty.	19 31
Samuel Beran Hco. by Wilbur J. Kilby Atty.	66 81
C. J. Tennant by Wilbur J. Kilby Atty.	7 89
C. Billups by Wilbur J. Kilby Atty.	38 82
Duke & Smith	4 73
Wilbur J. Kilby Trustee of John R. Kilby Assignee.	30 48
J. O. Gamage by Wilbur J. Kilby Atty.	7 96
Carroll, Adams Hco. by Wilbur J. Kilby Atty.	16 68
Stein Hco. by Wilbur J. Kilby Atty.	61 55
Hodges Bros. by Wilbur J. Kilby Atty.	132 92
Ziegler Bros. by Wilbur J. Kilby Atty.	30 86
W. F. Allen Hco. by Wilbur J. Kilby Atty.	71 26
Anfolt Oil & Grease Company by Wilbur J. Kilby Atty.	10 33
Louis F. Detrick by Wilbur J. Kilby Atty.	22 04
Eastham, Preece Hco. by Wilbur J. Kilby Atty.	32 69
Hamburger Bros. by Wilbur J. Kilby Atty.	8 02
Anderson, Grandy Hco. by Wilbur J. Kilby Atty.	13 06
Seuburger & Hochstatters by Wilbur J. Kilby Atty.	18 48
Geo. B. Bains Sons by Wilbur J. Kilby Atty.	13 39
Strouse, Loeb Hco. by Wilbur J. Kilby Atty.	35 65
Morris Bros. by Wilbur J. Kilby Atty.	60 42
Adams Buck Hco. by Wilbur J. Kilby Atty.	56 79
Taylor Elliott & Watters by Wilbur J. Kilby Atty.	23 79
Carlini & Fulton by Wilbur J. Kilby Atty.	1 56
Geo. W. Kittree by Wilbur J. Kilby Atty.	2 94
Jacob E. Kelly by Wilbur J. Kilby Atty.	2 51

Horfleet's Admr.

is. } In chy

Horfleet & als.

Report of Wilbur J.
Kilby Trustee of
Jas. B. Horfleet.
No. 2.

Payments

Confirmed 11th Oct. 1879

1879, June 7th. Filed
clk

At a Circuit Court continued and held for Newsemond
County, the 11th: day of April, 1879.

A. C. Withers, Administrator of Wilson
Norfleet, deceased. Plaintiff. No. 1.
against & In Chancery
James B. Norfleet, individually, and as
surviving partner, &c. and others. Defendants.

And

Henning E. Smith and Virginia W. Smith. Plaintiffs. No. 2
against & In Chancery
James B. Norfleet, in his own right and as
surviving partner of himself and Wilson Norfleet,
deceased, late partners &c. and others. Defendants.

These two Causes came on this day to be heard together, the
first of the said Causes, upon the papers formerly read, and upon
the Report of Wilbur J. Kelly, Trustee of James B. Norfleet, filed
28th: day of March, 1878, and the Report of A. C. Withers, Trustee
of Norfleet Brothers, this day filed, to which Reports no exceptions
are taken; and the second of the said Causes, upon the Bill of the
Complainants, taken for confessed, as to the adult defendants,
and upon the answer of the infant defendants, by their guardian
ad litem, and general replication thereto, and upon the Exhibits
filed, and the Examination of witnesses, and upon the Agree-
ment of Compromise, marked ["X"], and filed with the papers
in the said last mentioned cause, and were argued by Counsel.
On Consideration whereof, the Court doth confirm the said Reports
of Wilbur J. Kelly, Trustee, and A. C. Withers, Trustee, and
dissolving the injunction granted on the 12th: day of December,
1878, in the second of the said Causes, doth adjudge, order and

decree, that A.C. Withers, Trustee of Norfleck Bros^d, do, out of the funds in his hands, as Trustee as aforesaid, as shewn by his said Report to wit: the sum of \$1782.02, pay to Hemming E. Smith or to his Attorneys, twenty per centum of the sum of Twelve Hundred dollars, to wit: the sum of Two Hundred and forty dollars, in part payment of the amount ascertained and agreed, as set forth in the said paper marked ("X") to be the amount of the indebtedness of the said Norfleck Bros^d to said H.E. Smith; and, the said A.C. Withers, Trustee is directed to pay to Thomas Griggs, twenty per centum of the balance shewn to be due by him by his said Trustee report. And the Court doth further adjudge, order and decree, that A.C. Withers, Trustee of Norfleck Bros^d, do pay out and distribute the balance in his hands, after paying the twenty per cent of the two debts aforesaid, pro rata, to and among the creditors of Norfleck Bros^d, heretofore reported, in the first of said Causes, including as one of the said creditors, the said H.E. Smith to the extent of the balance due to him, after the payment of the twenty per cent above decreed to him, and also, including the said Thomas Griggs, to the extent of any balance due to him, after payment of the twenty per cent decreed to him, as aforesaid. And the Court doth further adjudge, order and decree, that Wilbur J. Kelly, Trustee of James B. Norfleck, do pay out and distribute the amount in his hands, to wit: the sum of Three Thousand and one hundred and ninety¹⁰/₁₀₀ Dollars (\$3190¹⁰/₁₀₀), as shewn by his said report, pro rata, to and among the creditors of the said James B. Norfleck, whose claims have

been heretofore reported and allowed, including the Creditors named in Commissioner ^{W. J. Kilby's} Report, of the 27th September, 1878, and the Claim of C. C. Duke, as therein stated; and, in making the said distribution, the said ^{said} W. J. Kilby is directed to pay to such of the Creditors of James B. Warblet, as have not heretofore received any dividends, such sum as may be necessary to equalize the amounts received by them, with the amounts heretofore paid to the other Creditors.

And the Court doth further adjudge, order and decree, that W. J. Kilby and A. C. Withers, Trustees, as aforesaid, do make report of their transactions under this decree, as such Trustees, respectively, at the next Term of this Court; and a further report, respectively, of the Collections which may be made by them, respectively, with a view to a further distribution.

And the Court doth further adjudge, order and decree, that the Costs, in the Second of the said Causes, be paid, by the said W. J. Kilby and A. C. Withers, Trustees, in equal proportions, out of their respective trust funds.

And this Cause is continued &c.

A Copy:

Teste,

Peter B. Prentiss. Clerk

Costs in 1st Cause up to

11th: repl: 1879 (unpaid). Clk. \$5.50

Costs - 2nd Cause.

Clk. 10.00

Att. Gen. 16.50

Shff. 3.00

\$ 35.00

and

Nafleet's Adm^r

vs { (1)

Nafleet & al

(and

H. E. Smith & wife

vs { (2)

J. B. Nafleet & al

Copy Decree, April Term,

1879

To the Circuit Court of Hanover County,
Virginia:

In pursuance of a decree of said Court pronounced at the April Term thereof in the year 1879 in the causes in chancery in said Court, depending between Wilson Anfleets Administrator, Plaintiff, and Jas. B. Anfleets and others, Defendants, and Henning E. Smith and wife, Plaintiffs, and Jas. B. Anfleets and others, Defendants, a copy of said decree being herewith annexed; the undersigned Trustee of Anfleets Brothers, respectfully reports to Court that out of the funds in his hands, he has paid, as directed by said decree, one-half the unpaid costs of said causes due to this time, and twenty per centum of the sum of \$1200.00 being the amount of the indebtedness of said Anfleets Brothers to said H. E. Smith, and twenty per centum of the balance of the debt due to Thomas Griggs by said Anfleets Brothers and that after so doing he has paid out and distributed the balance of said funds then left in his hands, pro rata to and among the creditors of said Anfleets Brothers, whose claims have been reported and proven in said causes, including the claims of the creditors, said H. E. Smith and Thomas Griggs, as will appear by the annexed statements and vouchers, the first statement being a statement of said debts and the second, a statement of the payments made as aforesaid:

(over)

Statement No. 1.
Statement of debts due by Anfleets Brothers.
with interest added to the 1st. day of May 1879.

To Mary L. Worreese	\$1673 34	
" paid her 7th June 1878. per acct.	334 67	
	<u>\$1338 67</u>	
Int. @ 8 per cent on \$1338.67 from 7 June 1878 to 1st. May 1879 - 10m. 24ds.	95 60	\$1434 27
To Benj. Squanders.	\$1147 38	
" paid him 7 June 1878 per acct.	229 47	
	<u>\$917 91</u>	
Int as above @ 6 per cent on \$917.91.	49 73	\$967 64
To John F. Haylett.	\$560 51	
" paid him 7 June 1878, per acct.	112 10	
	<u>\$448 41</u>	
Int. as above.	24 16	\$472 57
To Benj. Squanders.	\$44 39	
" paid him 7 June 1878 per acct.	8 87	
	<u>\$35 52</u>	
Int. as above	1 85	\$37 37
To Norfolk Oil & Guano Company.	\$28 21	
" paid ditto per acct.	5 64	
	<u>\$22 57</u>	
Interest as above	1 20	\$23 77
To Dr. Henry S. Morgan.	\$77 88	
" paid him 7th June 1878, per acct.	15 57	
	<u>\$62 31</u>	
Int. as above	3 35	\$65 66
To Chas. B. Anfleet.	\$85 92	
" paid him 7th June 1878, per acct.	17 18	
	<u>\$68 74</u>	
Int. as above	3 35	\$72 09
To Thomas Griggs	\$172 19	
" Int. from 14 Oct. 1878 to 1 May 1879 - 6m. 17ds.	5 67	\$177 86
To H. E. Smith.		1200 00
Total debts =		<u>\$4451 23</u>

Statement No. 2.
Statement of payments made as aforesaid
by said Trustee.

By cash in the hands of said Trustee.	\$ 1782 02
To paid Wilbur J. Kilby, Trustee of Jas. B. Anfleet to be applied by him in payment of one-half costs as aforesaid, per acct.	\$ 17 55
" " H. E. Smith 20 per cent of his claim of \$1200. per said decree & acct.	240 00
" " Thos. Griggs 20 per cent of his claim of \$177.86. per said decree & acct.	\$ 35 57
	<u>\$ 293 12</u>
Net Balance	\$ 1488 90

1879			
May 1	To paid Mary L. Worrell, 35 per cent (per receipt) of \$1434.27.	\$ 502 00	
" "	Benj. Saunders do. " of \$967.64.	338 67	
" "	John F. Hazlett do. " of \$472.57	165 40	
" "	Benj. Saunders " " of \$37.37	13 08	
" "	Anflek Oil & Guano Co. " " of \$23.77	8 32	
" "	Dr. Henry A. Morgan " " of \$65.66	22 98	
" "	Chas. B. Anflect " " of \$72.09	25 23	
" "	Thos. Griggs " " of \$142.29	49 80	
" "	H. E. Smith " " of \$960.00	336 00	
	<u>\$4175.66</u>	<u>\$1461 48</u>	<u>\$1488 90</u>
			<u>1461 48</u>
	By Balance in Trustee's hands =		\$ 27.42

Respectfully submitted This 1st. day of May 1879.

A. C. Wickers
Trustee for Anflect Bros.

(over)

1879 May 1st. Received of A. B. Withers Trustee
of Anfleet Brothers the respective sums of
money charged in the foregoing Report as
paid to us by him and set opposite our
names as follows:

Mr. T. Pinner assg. for C. B. Anfleet.	\$25 23
Wilbur J. Kilby Trustee & 1/2 costs.	17 55
Thomas Giggis by Wilbur J. Kilby atty.	35 57
Mary L. Monee by Wilbur J. Kilby atty.	502 00
Bessie Saunders by Wilbur J. Kilby atty.	338 67
John F. Hazlett by Wilbur J. Kilby atty.	165 40
Bessie Saunders by Wilbur J. Kilby atty.	13 08
Anfleet Oil & Guano Co. by Wilbur J. Kilby "	8 32
Henry A. Morgan by Wilbur J. Kilby "	22 98
Thos. Giggis by Wilbur J. Kilby "	49 80
H. E. Smith by secy. H. E. Smith	\$316 00

Inflect's Admr.

vs. } In chy.

Inflect & al.

Report of 2nd. dividend
by A. C. Withers Trustee
of Inflect Brothers.

No. 3

Confirmed 11th. Oct. 1879

1879 Sept. 13. Filed
clk.

To the Circuit Court of Hansemond
County, Virginia :

In pursuance of a decree of
the said Court pronounced on the 11th
day of April 1879 in a cause in Chan-
cery in said Court depending between
Wilson, Arfleets Administrator, Plaintiff
and James B. Arfleet and others,
Defendants, the undersigned Trustee
of said James B. Arfleet and party to
said cause, respectfully submits to
Court the following account of his
transactions as said Trustee, showing
the collections and disbursements made
by him, since the last distribution to
the creditors of said Jas. B. Arfleet,
as of the 7th. day of May 1879 as per
his report thereof filed in said cause:

Account.

Dr. James B. Arfleet

In Account with Wilbur J. Kilby, Trustee, Cr.

1879		
May. 7	By Balance in hands of the Trustee this day, as per his last Report of distributions filed in said cause. —	\$ 185 06
June 6	" Bal. of John E. Moore's acct.	9 17
	" Total of sundry accts. collected since 6 June 1879.	1923 01
	" Interest on account.	11 12
Sept. 13	To paid for postage stamps, envelopes, and services of Clerk employed to mail notices to debtors of said Jas. B. Arfleet, a second time.	\$ 15 00
	Carried on	\$ 15 00 \$2128 36

1879
Sept. 13

brought on	\$ 15 00	\$ 2128 36
To paid Ro. R. Smith, Sergeant, for collections made by him, per rect.	1 86	
" " Thos. G. Elam for printing blank notices, per rect.	1 00	
" " costs of suit vs. Geo. Hatten- baugh settled and dismissed at costs of Trustee, per rect.	8 38	
" fee for suit vs. Thos. P. Savage,	5 00	
" do. for " vs. Joel Brinkley,	5 00	
" 5 per cent coms. on \$253.56 part of \$2128.36 above, coms. on the residue thereof having been heretofore charged.	12 67	
" Balance in hand.	2079 45	

1879
Sept. 13

By Balance in the hands of
the Trustee for distribution
brought on.

\$ 2128 36 \$ 2128 36

\$ 2079 45

Respectfully submitted this 13th. day
of September 1879

Wilbur J. Kilby
Trustee.

Wilson Anfleets Admr.

W. } In Chy.

James B. Anfleet & al.

Report of collections by
Wilbur J. Kilby Trustee
of Jas. B. Anfleet
13 Sept. 1879

(No 4)

Confirmed 11th. Octo. 1879

1879. Sept. 13th. Filed
AK

At a Circuit Court continued and held for Hancock County on the 11th day of October 1878.

A. C. Withers, Administrator of Wilson Norfleet, deceased.

Plaintiff

Against: In Chancery
James B. Norfleet, individually and as surviving partner of himself and of Wilson Norfleet deceased, late partners, in trade, under the name and style of Norfleet Brothers: John R. Kilby Trustee and A. C. Withers Trustee. Defendants.

This cause came on this day to be again heard upon the papers formerly read upon the report of William J. Kilby as Trustee filed on the 5th day of July, 1878. The report of said William J. Kilby as Commissioner filed on the 27th day of September 1878, and upon the report of A. C. Withers Trustee of Norfleet Brothers filed herein on the 27th day of September 1878, to which reports no exceptions are taken and was argued by counsel: On consideration whereof the Court doth sustain the exceptions filed by the plaintiff to Account No. 2 of Commissioner Kilby's report filed herein on the 6th day of April last and doth now confirm that report, as well as the three other reports above mentioned, in one of which the error excepted to is corrected in accord-

ance with the plaintiffs claim, so that the re-
committal of said report of the 6th of April
1878 is unnecessary. And the Court doth fur-
ther adjudge, order and decree that A. C. Wetters
trustee of Norfleet Brothers do pay out and
distribute the balance in his hands of \$1050.51
after first deducting therefrom such profess-
ional charges for suits brought as may be
proper, pro rata to and among the creditors
of Norfleet Brothers mentioned in Statement
No. 1. of his said report of the 29th of Sept. 1878
and make report thereof to the Court. And the
Court doth further adjudge, order and de-
cree that Wilbur J. Kelly, trustee of James B.
Norfleet do pay out and distribute the bal-
ance in his hands of \$2007.08 pro rata to
and among the creditors of James B. Nor-
fleet including in such distribution the
creditors whose claims are now for the first
time reported to the Court, and which are
set out in Account No. 3 of Commissioner
W. J. Kelly's report of the said 29th of Sept
1878. and including the claim of C. C. Duke
as therein stated, to which new creditors
the said W. J. Kelly trustee as aforesaid is di-
rected to make such payments as are ne-
cessary to make them equal with those
creditors who have heretofore received or

dividend from the funds in his hands
And the said Trustee is directed to make
a report of his said payments to the Court.
And the Court doth further adjudge, order
and decree that the said N. C. Withers
Trustee as aforesaid and W. J. Kilby,
Trustee as aforesaid, do proceed respect-
ively to get in and collect the Choses in
action in their hands respectively, and
that they do respectively make a report
of such collections to the Court at its
next Term; And the said Trustees are di-
rected to pay each one half of any
unpaid costs of this Cause.

And the Cause is continued &c.

A copy,

Teste,

Peter B. Prentiss, Clerk.

Unpaid Costs

Court. \$20⁰⁰

Paid W. J. Kilby, Court

Duplicate

Winfleets Adm^t
Is J Copy Scene

Winfleet 2al

1878
Oct Ten

To the Circuit Court of Chancery County,
Virginia

In pursuance of a decree of the said Court pronounced at the October term thereof in the year 1878 in a cause in Chancery in said Court depending between Wilson Inflect's Admr. Plaintiff, and James B. Inflect and others, Defendants, a copy of said decree being herewith annexed; the undersigned, Trustee of Inflect Brothers, respectfully reports to Court that he has not paid out and distributed the balance of \$1050.51 in his hands pro rata to and among the creditors of said Inflect Brothers as required by said decree in consequence of an Injunction granted by said Court on the 13th day of December 1878 in a suit in Chancery in said Court between H. E. Smith and wife, Plaintiffs, and said Trustee, the undersigned, and others, Defendants, restraining and enjoining him from proceeding to pay out or in any wise to distribute said sum of money until the further order of Court. And the undersigned, said Trustee, further reports that he has retained and has now in hand said sum of \$1050.51, and further reports that in addition thereto and since his last Report thereof, he has collected on account of said Inflect Brothers, the sum of \$700.⁰⁰, and that he now has in hand for payment to the creditors of said Inflect Brothers, as the Court shall see fit to direct the sum of \$1782.02 as will appear by the following statement:

(over)

1878	Statement.	
Sept. 1	By Balance in hand as above.	\$ 1050 51
1879 Mar. 1	" Total amount collected since 1 Sept. 1878.	700 00
	" Interest on \$1050.51 from 1 Sept. 1878 to 1 Mar. 1879.	31 51
	Total =	<u>\$ 1782 02</u>

The undersigned further reports to Court that since the Report made in said first named cause by Wilbur J. Kilby, Comr. being a report, among other things, of the debts due by said Infleet Brothers, made in pursuance of a decree of said Court on the 5th day of February 1878 in vacation, the debt thereby reported as due to Thos. Griggs by said Infleet Brothers and amounting at that time to \$1480.60, has been partly paid by a sale of the real estate conveyed by deed of trust to secure the same as stated in said Report. From this sale, said Griggs realised the net sum of \$1358.63 and credited the same as paid in part of his claim above, so that now the following is a correct statement of the debt, shewing the balance thereof due to said Griggs to be paid with other creditors out of the assets of said Infleet Brothers:

Statement.	
Amount of said debt	\$ 1480 60
Int. from 7 Mar. 1878 on \$1382.24 to 14 Oct. 1878.	50 22
	<u>\$ 1530 82</u>
By cash paid as above	1358 63
Balance due Thos. Griggs with interest from 14 Oct. 1878.	<u>\$ 172 19</u>

The above sum of \$172.19 is entitled to a

dividend of twenty per cent, such as has been made and paid to the creditors of said Infleet Brothers, before any other dividend to said creditors is made, and then hereafter to a like dividend with them.

~~Respectfully submitted this 26th day of March 1879.~~

And the undersigned Trustee further reports that since the foregoing decree was entered that a decree has been allowed giving H. E. Smith the sum of \$1200⁰⁰ dollars and directing a dividend of 20 pr. ct to be paid them, and then allow the said (H. E. S.) creditor to come in & share pro rata with the other creditors of Infleet Brothers. Respectfully submitted, this the 11th day of April 1879.

A. W. Smith
Trustee for No 13.

Amfleet's Admr.

vs. } In chy

Amfleet & als.

Report of
A. L. Withers, Trustee

No. 2

Filed and confirmed
11th. April 1879

At a Circuit Court continued and held for
Hannemond County on the 16th day of October, 1878
A. C. Withers, Administrator of Wilson
Norfleet, deceased. Plaintiff

Against E. M. Cheaney
James B. Norfleet, individually, and as
surviving partner of himself and of
Wilson Norfleet, deceased, late partners
in trade, under the name and style of
Norfleet Brothers, John R. Kelly, Trustee
and A. C. Withers, Trustee. Defendants.

This cause came on this day to be
again heard upon the papers ~~formerly~~ read, upon the report
of Wilbur J. Kilby as Trustee filed on the 5th day of
July 1878, the report of said Wilbur J. Kilby as Commissioner
or filed on the 27th day of September 1878, ~~and upon the report~~
~~of~~ A. C. Withers trustee of Norfleet Brothers filed
herein on the 27th day of September 1878, to which reports
no exceptions are taken, ^{was} argued by Counsel; On consid-
eration whereof the Court doth sustain the exceptions fil-
ed by the plaintiff to account No. 2 of Commissioner Kilby's
report filed herein on the 6th day of April last, and doth
now confirm that report, as well as the three other reports
above mentioned, in one of which the error excepted to is
corrected in accordance with the plaintiff's claim, so that
the recommitment of said report of the 6th April 1878
is unnecessary. And the Court doth further adjudge order
and decree that A. C. Withers Trustee of Norfleet

Brothers do pay out and distribute the balance in his hands of \$1050.57, after first deducting there from such professional Charges for suits brought as may be proper, pro rata to and among the creditors of Norfleet Brothers mentioned in statement No. 1. of his said report of the 29th Sept. 1878, and make report thereof to the Court. And the Court doth further adjudge order and decree that Wilbur J. Kilby trustee of Jas. B. Norfleet, do pay out and distribute the balance in his hands of \$2009.08 pro rata to and among the creditors of Jas. B. Norfleet, including in such distribution the creditors whose claims are now for the first time reported to the Court, and which are set out in account No. 3. of Commissioner W. J. Kilby's report of the said 29th Sept. 1878, and including the claim of C. C. Duke as therein stated, to which new creditors the said W. J. Kilby trustee as aforesaid is directed to make such payments as are necessary, to make them equal with those creditors who have heretofore received a dividend from the funds in his hands. And the said trustee is directed to make a report of his said payments to the Court. And the Court doth further adjudge, order & decree that the said A. C. Withers trustee as aforesaid, and W. J. Kilby trustee as aforesaid, do proceed respectively to get in and collect the choses in action in their hands respectively, and ^{that} they do respectively make a report of such collections to the Court at its next term. And the said trustees are directed to pay, each

one half of any unpaid costs of this Cause.

And the Cause is continued &c.

A copy,

Zester,

Peter B. Prentiss. Clerk

unpaid Costs

Comm^{rs}. \$20⁰⁰

paid Wilbur J. Kelly. Comm.

Norfleets Admiral
18th of Copy Decree

Norfleet val.

1878
Octo Ten

To the Circuit Court of Chancery
County, Virginia:

In pursuance of a decree of
said Court pronounced at the Oc-
tober Term thereof in the year 1878
in a cause in Chancery in said
Court depending between Wilson
Corfleet's Admr. Plaintiff and
James B. Corfleet and others, De-
fendants, a copy of said decree
being herewith annexed; the un-
dersigned, Trustee of James B.
Corfleet, respectfully reports to
Court that he has not yet paid
out and distributed the balance of
\$2009.08 in his hands pro rata to, and
among the creditors of said James B.
Corfleet as directed by said decree
to do, because he was restrained from
so doing by an injunction granted
by the Judge of said Court on the 13th
day of December 1878 in the cause
in Chancery in said Court depending
between H. E. Smith and wife, Plaintiffs
and said Trustee and others, Defend-
ants, enjoining and restraining said
Trustee from further proceeding to
pay out or in any wise to distribute
said sum of \$2009.08, and the same
is yet in the hands of said Trustee.
And said Trustee reports that since
his last Report of said balance of
\$2009.⁰⁸, he has collected of said
James B. Corfleet's assets, the addition-
al sum of \$1120.80 and of The Com-

mercials Bank of Suffolk, Va. the sum of \$60.27 as interest on money deposited at said Bank, and has, therefore, with said balance of \$2009.08 and said sums of \$1120.80 and \$60.27 now in hand for distribution to and among said James B. Crofleets creditors, the aggregate sum of \$3190.15 exclusive of the sum of \$640. retained by him, under the decree of the 12th. day of April 1878 in said cause, as a part of said Jas. B. Crofleets homestead, as will fully appear by the following statement:

Statement

By Balance on hand 4th. Sept. 1878 as stated above.		\$2009 08
" Amount retained as part of said Jas. B. Crofleets homestead as stated above.		640 00
" Total amount of collections since 4th. Sept. 1878 as stated above.		1120 80
" Interest collected of Bank as stated above.		60 27
To Amount retained as part of said Jas. B. Crofleets homestead as above	\$ 640 00	
" Balance	3190 15	
	3830 15	\$3830 15
By Balance in hand brought on.		\$3190 15

Respectfully submitted this 4th. day of March 1879.

Wilbur J. Kilby, Trustee
of Jas. B. Croflee

Hofleet's Admr.

vs. } In Chy.

Hofleet & als

Report of
Wilbur J. Kilby Trustee
of Jas. B. Hofleet.

No. 3.

Confirmed 11th. April 1879

1879. March 28th: Filed
clh:

7 June 1878

Received of A. C. Withers. trustee of Anfleeth
Brothers.

two hundred and twenty nine & $47/100$

first dividend of 20 per cent of my claim of \$1147.38
as of this date against Anfleeth Brothers.

Benj. Saunders per Kilby & Son. Attys.

229. 47

7 June 1878

Received of A. L. Withers, Trustee

one hundred and twelve and $\frac{10}{100}$

first dividend of 20 per cent of my claim of \$560.51
as of this date against Inglest Brothers.

John F. Hazlett for Kilby Horn Attys.

112 $\frac{10}{100}$

7 June 1878

Received of A. C. Withers, Trustee

Eight and _____ $87/100$

Dollars

first dividend of 20 per cent of my claim of \$44.39
as of this date against Ingleet Brothers.

Benj. Saunders per Kilby Son, Atty.

8. 87

7 June 1878

Received of A. C. Withers Trustee

five and $\frac{64}{100}$ *Dollars*

first dividend of 20 per cent of our claim of \$28.21
as of this date against Anfleest Brothers

Anfleest Oil & Guano Company
per Kilby Son, Attys.

5.64

7 June

1878

Received of A. C. Withers. Trustee

fifteen and ————— $57/100$

Dollars

first dividend of 20 per cent of my claim of \$77.88
as of this date against Anfleel Brothers.

Henry A. Morgan. per Kelly & Son, Attys.

15 57



7 June 1878

A. C. Withers, Trustee of Anfleeth
Brothers.

Three hundred and thirty four & $\frac{67}{100}$

first dividend of 20 per cent of my claim of \$1673.34
as of this date against Anfleeth Brothers.

Mary L. Worrell, per Kilby & Son, Attys.

334 67

1878 May 16th. Received of A. C. Withers
Trustee of Infleet Brothers forty one
dollars to be expended by me in
payment of one-fourth of costs in
the chancery cause of Infleet's Ad-
ministrator vs. Infleet & als. as per
decree in said cause of April,
Term of Townsend County Circuit
Court 1878.

\$41.

Wilbur J. Kilby
Trustee of Jas. B.
Infleet

To the Circuit Court of Hansemond
County, Virginia:

In pursuance of a decree
of said Court, pronounced at the April
Term thereof in the year 1878 in a cause
in Chancery in said Court depending
between Wilson Infleet's Admr. Plaintiff
and Jas. B. Infleet and others Defend-
ants: the undersigned, trustee of In-
fleet Brothers, respectfully reports to Court
that as said trustee, the funds in
his hands being sufficient for that
purpose, he has first paid the sum of
\$41.⁰⁰ on account of the taxed costs of
said cause, being one-fourth of said
costs, and, in the next place, has paid
twenty per cent of the debts, shown by
the Report of Commissioner, Wilbur J. Kilby
made in pursuance of a decree of said
Court pronounced on the 5th day of Febru-
ary 1878 in vacation in said cause, to be
due by said Infleet Brothers, with the
exception of a debt of \$1480.60, due to Thomas
Griggs, reported with said debts, the same
being excepted in pursuance of said
decree first named above; and that
after payment of said costs and
said twenty per cent of said debts,
a surplus fund is left in the hands
of the undersigned as will hereafter appear.

The following statements will more
fully explain the transactions of the
undersigned in the premises and
the vouchers herewith filed will sus-
tain his transactions as set forth as
follows:

(over)

Statement No. 1

A statement of the debts due by said
Ingleet Brothers, mentioned above, with
interest added to the 7th. day of June
1878, - the debt of \$1480.60 aforesaid due
to said Thomas. Griggs being excepted:

To Mary L. Worrell.	\$ 1643 34	
Int. on \$1500 @ 8 per cent from 7 Mar. to 7 June 1878.	30 00	\$ 1673 34
To Benjamin Saunders.	1132 38	
Int. on \$1000. as above. @ 6 per cent.	15 00	\$ 1147 38
To John F. Hargrett.	553 49	
Int. as above. on \$468.27	7 02	\$ 560 51
To Benjamin Saunders.	43 74	
Int. as above. on \$38.24	65	\$ 44 39
To Norfolk Oil and Guano Company.	27 90	
Int. as above on \$27.28.	31	\$ 28 21
To Dr. Henry A. Morgan.	76 74	
Int. as above on \$67.84	1 14	\$ 77 88
To Chas. B. Ingleet.	84 66	
Int. as above on \$75.00	1 26	\$ 85 92
Total 7 June 1878. =		\$3617 63

Statement No. 2

A. statement shewing the payment of a dividend of twenty per cent of the foregoing debts amounting to \$3617.63 out of the sum of \$1491.96 in the hands of the undersigned after payment of costs, as mentioned above.

By Balance in hands of the undersigned as per said Report of Comr. Wilbur J. Kilby in said cause. \$ 1491 96

To paid Wilbur J. Kilby, trustee of Jas. B. Anfleets, by him to be expended in payment of 1/4 costs of said cause, per recd.

41 00

Net Balance =

\$ 1450 96

To paid 20 per cent of the foregoing debts as follows:

To Mary L. Womace, 20 per cent (per receipt) of \$1673.34 334 67

" Benj. Saunders do. " of \$1147.38. 229 47

" Jos. F. Hazlett do. " of 560.51. 112 10

" Benj. Saunders do. " of 44.39. 8 87

" Anfock Oil Co. do. " of 28.21 5 64

" Dr. Henry A. Morgan do. " of 77.88 15 57

" Chas. B. Anfleets do. " of 85.92. 17 18

\$3617.63 \$ 723 50 \$ 1450 96

723 50

Balance in hands of A. C. Withers, Trustee = \$ 727 46
of collections to 1 Mar. 1878

C. B. Anfleets receipt above is on his Bond, which he holds,

Respectfully submitted This 26th. day of September 1878.

A. C. Withers

Trustee for Anfleets Bros.

Infleet's Admr.

vs. } chy.

Infleet & als.

Report of first dividend
by A. C. Withers, Trustee
of Infleet Brothers.

No. 1.

Confirmed 11th Oct. 1878

1878. Sept. 27th. filed.
clk

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

A. C. Withers, Administrator of Wilson
Norfleet, deceased. Plaintiff:

Against { In Chancery
James B. Norfleet, individually, and as
surviving partner of himself, and of Wilson
Norfleet, deceased: late partners in trade,
under the name and style of Norfleet Brothers;
John R. Kilby, Trustee, and A. C. Withers,
Trustee. Defendants.

" And the Court doth further adjudge, order and decree, that a
Commissioner of this Court, proceed to take and settle, at his
Office, a further account of the transactions of A. C. Withers,
Trustee as aforesaid. And, an account of the transactions
of W. J. Kilby, Trustee, substituted for John R. Kilby, as aforesaid;
And a further account of the debts due by said James B. Norfleet,
and the said Norfleet Brothers."

Extract:

Teste,

Peter B. Prentiss, Clerk

Wheeler's Admonition.

vs { Extract from Decree of
12th April 1878.

Wheeler's Admonition.

Commissioner's Office,

SUFFOLK, NANSEMOND COUNTY, VA.

2 August 1878

To A. C. Withers. Administrator of Wilson
Anfleet deceased

and James B. Anfleet in his own right and as ^{Plaintiffs,}
surviving partner of himself and Wilson Anfleet
deceased, late merchants and partners in trade
doing business under the style and firm of Anfleet Brothers
Wilbur J. Kilby, trustee and A. C. Withers Trustee, Defendants.

You are hereby notified that I have fixed upon the 4th, day of September
next, to take and settle, at my office, the following accounts, to-wit:

- 1 A further account of the transactions of
A. C. Withers as Trustee of Anfleet Brothers.
2. ~~An further~~ account of the transactions of
Wilbur J. Kilby trustee of Jas. B. Anfleet
substituted for John R. Kilby, late trustee.
3. A further account of the debts due
by said James B. Anfleet.
- 4 A further account of the debts due
by said Anfleet Brothers

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

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

Wilbur J. Kilby
Comm. in Chancery

1878 Sept. 4th. Service of the within notice is hereby acknowledged by us.

Wilbur J. Kilby Trustee of James B. Anfleet.

John D. Kilby

Attorney for James B. Anfleet,
in his own right and as
surviving partner of himself
and Wilson Anfleet decd.,
late partners &c.

A. LeVintus

Trustee for Margaret
B. LeVintus.

A. LeVintus Administrator
of W. Anfleet.

To the Circuit Court of Hansemond County,
Virginia:

In pursuance of a decree of said
Court pronounced at the April Term thereof
in the year 1878 in a cause in Chancery
depending in said Court between A. B.
Withers, Administrator of Wilson Arflect de-
ceased, Plaintiff, and James B. Arflect
and others, Defendants, an extract from
said decree being herewith annexed;
the undersigned, Commissioner in Chancery
of said Court, having given notice to the
parties to said cause, as will appear by
the endorsements on the notice herewith re-
turned, proceeded on the 4th day of Sep-
tember 1878 to take and settle at his
office the several accounts required
by said decree to be taken, and hav-
ing at length completed the duties
required of him, herewith respectfully
reports the result of the proceedings:

Account No. 1.

A further account of the transactions
of A. B. Withers, Trustee of Arflect Brothers.

By Balance of collections to 1st. March 1878 in hands of A. C. Withers, Trustee, after payment of twenty per cent of debts of Arflect Brothers, as per said decree and report of payments filed in said cause. =	\$ 727 46
" Amount collected since 1st. March 1878, =	316 99
To 5 per cent commissions on \$316.99, \$ 15 84	
" Balance in hands of Trustee	1028 61
	\$1044 45 \$1044 45

By Balance in hands of A. L.
Withers. Trustee, brought on.
" Interest on \$727.46 from 1
Mar. 1878 to 1 Sept. 1878 - 6 m.
Total

\$ 1028 61

21 90

\$ 1050 51

The above sum of \$1050.51 is
subject to payment of the
debts of Anfleet Brothers.

Account No. 2

An Account of the transactions of Wilbur J.
Kilby, trustee, substituted for John R. Kilby
late Trustee of ~~James~~ B. Anfleet.

By Balance of \$4063.00, received
of said John R. Kilby, late
trustee of said Jas. B. An-
fleet, left after payment
of costs of said cause and
twenty-five per cent of debts
due by said Jas. B. Anfleet
as per said decree and Re-
port of payments filed in
said cause, to wit: =

\$ 39 30

By amount retained as per
said decree, being part of
said Jas. B. Anfleet's home-
stead. =

640 00

By interest for 6 months on above
Balance of \$39.30. -

1 17

By total amount of Bonds,
notes and accounts
collected since 1 Mar. 1878,
carried on

1700 44

\$ 2380 91

Amt. brought on.		\$2380 91
By proceeds of sale of $\frac{1}{3}$ interest of Jas. B. Anfleets in the "Parker house and lot" in Suffolk, Va. to Ann E. Parker =	350 00	
By part of purchase-money due for the John J. Holland land, sold to Jesse E. Holland.	72 50	
By proceeds of sale of various articles of chattel estate of but little value, not heretofore sold.	146 55	
To paid Jos. P. Webb, agent, premium on Insurance on the store-house of Jas. B. Anfleets for benefit of creditors, per acct.	28 88	
" paid cash for postage stamps and envelopes to mail notices to debtors of Jas. B. Anfleets &c	10 00	
" paid F. H. Rauls, Sergeant, for collections made by him at various times, per acct.	9 10	
" paid Thos. G. Elam, Agent, premium on insurance on Jas. B. Anfleets' life for benefit of creditors, per acct.	45 08	
" paid F. C. Butler, Constable, for collections made by him at various times, per acct.	27 82	
" paid Dunbar & Whitley for advertisement of notices to debtors, per acct.	2 00	
" paid Thos. G. Elam, for ditto.	9 00	
" " Geo. T. Parker, auctioneer, for selling above articles of chattel estate, per acct.	6 55	
" " Wm. H. Howell, for collections made by him as Constable, per acct.	11 32	
" " fees for seven suits to recover money.	35 16	
earned on	\$184 91	\$2949 96

	brought on	\$ 184 91	\$ 2949 96
	To paid Geo. T. Parker, auctioneer, for selling the John J. Holland land, per acct.	2 50	
	" 5 per cent commissions on \$2269.49 being total amount of collections.	113 47	
	" amount retained under decree of Court, being part of Jas. B. An- fleets' homestead.	640 00	
	" Balance in hands of Trustee	2009 08	
		\$ 2949 96	\$ 2949 96
1878 Sept. 4	By Balance brought on.		\$ 2009 08

The above sum is subject to
payment of said James B.
Anfleets' debts.

Account No. 3.

A further Account of debts due by
said James B. Anfleets.

att'y. W. J. Kilby	To Dr. John T. Kilby an account for	\$ 49 50	
	" Interest from 25 Sept. 1877 to 25 Sept. 1878 - 1y.	2 97	
		\$ 52 47	
W. J. Kilby	To J. B. Wilson Hes. an acct. for	\$ 12 40	
	" Int. from 1 Jan. 1878 to 25 Sept. 1878 - 8 m. 24 ds.	55	\$ 12 95
	To Wilson Anfleets, as hereinafter stated.	\$ 376 01	
	" Int. from ^{25th} Sept. 1877 to 25th. Sept. 1878 - 1 yr.	22 56	\$ 398 57
	Total. =		\$ 463 99

The above are all the additional debts against
Jas. B. Anfleets, of which your Commissioner
has any knowledge; and no part of the
above has been paid.

Account No. 4.

A further account of debts due by
Anfleet Brothers.

Your Commissioner has no knowledge of any further debts, or debts in addition to those heretofore reported against said Anfleet Brothers.

Your Commissioner reports specially that since his Report, made in said cause in pursuance of a decree of said Court pronounced on the 5th day of February 1878, in vacation, the debt thereby reported as due to Chas. C. Duke and amounting at that time to \$1035.⁰⁰, has been partly paid by the sale of the real estate conveyed by deed of trust to secure the same as stated in said Report. From this sale, said Duke realised the net sum of \$618 75 and credited the same as paid in part of his claim of \$1035. so that now the following is a correct statement of the debt due as aforesaid to said Duke by said Jas. B. Anfleet.

Statement:

Amount of above debt,	\$ 1035 00
Interest from 7 Mar. 1878 to 13th May 1878, (the latter being day of sale aforesaid). on \$1000. part of \$1035. =	10 00
	\$ 1045 00
By proceeds of sale as above,	618 75
Balance due C. C. Duke, 13. May 1878	
	\$ 426 25

Your Commissioner further reports to Court that the above sum of \$426.25 is entitled to a dividend of twenty five per cent - such as has been made and paid to the creditors of said Jas. B. Anfleet, whose claims are unsecured, as will appear by the Report of Wilbur J. Kilby, trustee, made in said cause under decree of April Term of said Court 1878, and filed the 5th. day of July 1878.

Your Commissioner further specially reports that in his statement of the transactions of said Jas. B. Anfleet, as surviving partner of Anfleet Brothers, - said statement being a part of his report heretofore made in pursuance of said decree of 5th. day of February 1878, in vacation, he incorrectly allowed said Jas. B. Anfleet five per cent commissions on \$15,040.62 ~~to said Jas. B. Anfleet~~, the same being funds of said Anfleet Brothers received by said Jas. B. Anfleet, who was one of said Anfleet Brothers. As the effect of a correction of said error will be, to allow Wilson Anfleet and said Jas. B. Anfleet, (composing the firm of Anfleet Brothers) each one-half of said commissions, to wit: one-half of \$752.02 And to leave said Jas. B. Anfleet ~~said~~ ~~Jas. B. Anfleet~~ in the position of a debtor to said Wilson Anfleet or his estate, to the extent of said one-half of said sum of \$752.02. Your Commissioner now corrects the error and reports said Jas. B. Anfleet as further indebted to said Wilson Anfleet to the

extent of one-half of said sum of \$ 752 02,
as will appear by the following statement:

Statement

To 1/2 of above sum of \$752.02
due by said Jas. B. Inflect
as aforesaid to Wilson In-
flect or his estate, to wit:
" Int. from 25 Sept. 1877 to 25
Sept. 1878 - 1 y.

\$ 376.01

Total reported above. =

2256

\$ 398 57

Respectfully submitted this 25th. day
of September 1878

Wilbur J. Kilby
Counr. in Chancery

Counr's. fee \$20.⁰⁰

Fleet's Admr.

vs. } Chy.

Fleet & als.

Report of debts &c

No. 2.

Confirmed 11th Oct. 1878

1878. Sept. 27th. filed
clk

7 June 1888

of Wilbur J. Kilby (substituted) trustee of Jas. B. Norfleet

sixteen and 50 ⁷/₁₀₀ Dollars
being taxed fee and writ tax due me as attorney
for Plaintiff in the case of Norfleet's Admr. against
Jas. B. Norfleet & others

A. Lewis aty &c

\$16.50.

7th. June 1878

of Wilbur J. Kilby (substituted) Trustee of Jas. B. Anfleeth
fifteen 00/100

taxed fee due us as attorneys for defendant
Jas. B. Anfleeth in chancery cause of Anfleeth's
Adm. vs. Anfleeth & als.

John R. Kilby & Son
Attos.

15. 00

7 June 1878

of Wilbur J. Kilby (substituted) Trustee
of James B. Infleeth.
Sixteen and ¹⁰/₁₀₀ Dollars
taxed costs due me to date in the
chancery cause of Infleeth's Admr. vs.
Infleeth & als.

Peter B. Prentiss. Clerk

\$ 16. ¹⁰/₁₀₀

7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleest
fifty cents —————

fee due me in the case of Anfleest's Admr. against
Jas. B. Anfleest & als.

J L Gulpham D^y H

111 50^c

7th June 1878

of Wilbur J. Kilby (substituted) Trustee of Jas. B. Ingleb

one ~~L~~ ¹⁰⁰ being amount due us for advertisement of notice to creditors of J. B. Ingleet & Ingleet Bros. in the matter of the suit of Ingleet's Admr. vs. Ingleet & Als.

Dunbar & Whitley, Publishers, of
Christian Sun newspaper

1. 50

7th June 1878

of Wilbur J. Kilby (substituted) Trustee of Jas. B. Infleet

fifteen 00/100 Dollars
due me for advertisement of notices to creditors &c in
the matter of the suit of Infleet's Admr. vs. Infleet & al.

\$15.⁰⁰

Thos. G. Seam Pub: Suffr: Herald Newspaper

7th. June 1878

of Wilbur J. Kilby, (substituted) Trustee of Jas. B. Arflect
one hundred ——— ^{00/100} Dollars
fee due me as Court, in Chancery cause
of Arflect's Adm'r. vs. Arflect & als.

\$100. ⁰⁰/₁₀₀

Wilbur J. Kilby, Court,

7th, June 1878.

of Wilbur J. Kilby, (substituted) trustee of Jas. B. Anfleat
Six hundred and eighty-five and $\frac{74}{100}$
being first dividend in part of claim against Jas. B.
Anfleat due to the estate of Wilson Anfleat deceased.

\$685. $\frac{74}{100}$

Attest
A. W. Smith:

7th. June 1878

of Wilbur J. Kilby, (substituted) trustee of Jas. B. Anfleeth

one hundred and fifty six and $73/100$
being first dividend in part of second claim against
Jas. B. Anfleeth due to the estate of Wilson Anfleeth deceased.

\$156, 73.

Alwinus Adams,

7th. June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Torfleet
twenty-eight and $7\frac{6}{100}$ Dollars
first dividend in part of our claim against James B.
Torfleet

F. Zell & Sons, per witness
att.

28.76

7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleeth
thirty-three and $\frac{21}{100}$ Dollars

first dividend in part of our claim against James
B. Anfleeth

\$33.21

Allen & Prichard per witnesses
attys.

7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Torfleet

thirty-one and $\frac{69}{100}$ Dollars

first dividend in part of our claim against James B.
Torfleet

\$31.69

Whitley Bros. & Co. per Wither
attys.

7th. June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Torfleet
twenty eight and ——— $87/100$

first dividend in part of our claim against James
B. Torfleet.

C. H. Garden Sec. per witness
at:

28.87



7th, June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleeth

Eighty-five and ————— $\frac{97}{100}$

first dividend in part of our claim against James B.
Anfleeth

85.97

a. a. Shumway & Co by Wright & Rawls-
attys

7th, June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Torfleet

Fifty-eight and ——— $36/100$

first dividend in part of our claim against James B. Torfleet.

Jacob Kiegel & Co. Wright & Rawles atty.

\$58.36

7 June

1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleat

Twenty six and ——— 20/100

first dividend in part of our claim against James
B. Anfleat

Jacob Riegel & Co. Thight & Rawls attys.

\$26.20

7 June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleeth

Forty eight

Dollars

first dividend in part of our claim against James B. Anfleeth.

(Young Smith, Field & Co. High & Rawl. attys.)

\$48.⁰⁰

7th June 1878

of Wilbur F. Kilby (substituted) trustee of Jas. B. Anfleeth
thirty four and ————— 28/100

first dividend in part of our claim against James B.
Anfleeth.

Disburse & Kyle per Wright & Rawls attys

\$34.28

Th. June

1878

of Wilbur J. Kilby (substituted) trustee of James B. Anfleeth
fifty and ————— 357.100

first dividend in part of our claim against James B. An-
fleeth

Hurst Purnell & Co. Fullbright & Rawls attys

50.35

7 June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleets
twenty five and ————— $\frac{46}{100}$
first dividend in part of our claim against James
B. Anfleets

Hurst Russell & Co Inc High & Rawls attys

25.46

7th June 1878

of Wilhm J. Kilby (substituted) trustee of Jas. B. Infleet
fifty-five and ——— 44/100

first dividend in part of our claim against Jas. B.
Infleet

\$55. 44

Hood & Bright & Co Gen Agents & Racers attys.

7th, June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Airfleet
one hundred and seventy three & $\frac{45}{100}$
first dividend (25 per cent) in part of one of our claims
against James B. Airfleet.

\$173. 45

C B Hayden, Att for
Lonsbain Bros & Co

Th. June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Arflect
Sixteen and _____ $84/100$ Dollars

first dividend (25 percent) in part of one of our claims
against Jas. B. H. Fleet.

C B Hayden Atty for
Goussier Bros

\$16, 84

7 June 1878

of Wilbur J. Kilby (substituted) Trustee of Jas. B. Anfleeth
thirty-nine and ————— $90/100$

first dividend (25 percent) in part of one of our claims
against Jas. B. Anfleeth.

C. B. Hayden Att. for
Messrs. Steele and Son.

\$39. 90

Th. June 15/8

of Wilbur J. Kilby (substituted) trustee of Jas. B. Torfleet
seventy-two and $\frac{58}{100}$ Dollars

being first dividend in part of one of my claims against Jas.
B. Torfleet.

\$72. $\frac{58}{100}$

Witness: Eliza Riddick ^{her} Mournings Lawrence
mark

7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Inflect
fourteen and $\frac{13}{100}$ Dollars

being first dividend in part of one of my claims against Jas.
B. Inflect.

\$14.13

Witness: Eliza Riddick

Mourning X Lawrence
mark

Th. June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Norfleet

One hundred and twenty-four and $\frac{26}{100}$

being first dividend in part of my claim against Jas.
B. Norfleet.

Julia A. Norfleet.

\$124.26

7 June 1878

Received of Wilbur J. Kilby. (substituted) trustee of
James B. Horfleet.

ten and 18/100

first dividend in part of my claim against Jas. B. Horfleet
John W. Morgan
By Kilby Hon. Attorneys.

10 78

7th. June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Ingleet
Thirty and $\frac{69}{100}$ Dollars

first dividend in part of my claim against Jas. B. Ingleet

Isaac Gearsly Sr.

By John R. Kilby Hon. Attorneys.

30 $\frac{69}{100}$



7th, June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Ingle

seventeen and $\frac{38}{100}$

first dividend in part of my claim against Jas. B. Ingle

James E. Pratt

By John R. Kilby Hon. Attorneys.

\$17. $\frac{38}{100}$



7th June

1878

of Wilbur J. Kilby (substituted) Trustee of Jas. B. Ingle
twenty seven and $\frac{43}{100}$

first dividend in part of our claim against Jas. B. Ingle
Wiesenfeld & Co.

By Kilby Horn, Attorneys,

\$27. $\frac{43}{100}$



Th. June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleest
Thirty six and $\frac{67}{100}$ Dollars

first dividend in part of our claim against Jas. B. Anfleest
Wolf. Mayer & Co.
By Kilby & Son. Attorneys,

\$36. 67

7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Infleet
forty-five and ————— $46/100$ Dollars

first dividend in part of our claim against Jas. B. Infleet

Seth March Esq.
By John R. Kilby & Son
Attorneys

\$ 45. 46

7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Arflect
one hundred and forty seven & $\frac{16}{100}$

first dividend in part of our claim against Jas. B. Arflect
F. W. Seabury's Sons.

By John R. Kilby Hon. Attorneys.

147.16



7th June 1878

of Wilbur J. Kilby (substituted) Trustee of Jas. B. Anfleeth
Eleven and ————— 38/100

first dividend in part of our claim against Jas. B. Anfleeth
Pearre Bros. Geo.

By Kilby & Son, Attorneys

\$11. 38



7th, June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Arflect
one hundred and nine & 90/100

first dividend in part of our claim against Jas. B. Arflect
M. L. T. Davis & Co.,
per Kilby & Son, Attorneys.

\$109 90

7th. June 1878

of Wilbm. J. Kilby (substituted) trustee of Jas. B. Anfleat
fifteen and ——— $\frac{69}{100}$

first dividend in part of our claim against Jas. B. Anfleat

Moses Cohen & Sons

per Kilby & Son, Attorneys.

\$15, 69



7th June 1878

of Wilhm J. Kilby (substituted) trustee of Jas. B. Corflect
fifteen and ————— $22/100$ Dollars

first dividend in part of our claim against Jas. B. Corflect
Shreys, Spilker & Co.
per Kilby. Hon. Attorneys

\$ 15, 22

7th. June 1878

of Wilhm. J. Kilby (substituted) trustee of Jas. B. Anfleat
three and $\frac{02}{100}$ Dollars

first dividend in part of our claim against Jas. B. Anfleat

Jas. Reid & Co. per Kilby Hon. Attorneys

\$3. $\frac{02}{100}$

7th, June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Ingleet
twenty-four and $\frac{40}{100}$ Dollars
first dividend in part of my claim against Jas. B. Ingleet

H. K. Watkins, for Kilby & Son, Attorneys

\$ 24 $\frac{40}{100}$

1878
The June

of Wilbur J. Kilby (substituted) trustee of Jas. B. Arflect
Eighty-four and $\frac{43}{100}$

first dividend in part of our claim against Jas. B. Arflect
Saml. Bevan Hco.

By John R. Kilby Hon. Attorneys.

84 $\frac{43}{100}$



Th. June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Anfleat
nine and $\frac{97}{100}$ Dollars

first dividend in part of my claim against Jas. B. Anfleat
C. J. Tennant
per Kilby Son, Attorneys.

\$9.97

7th, June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James V. B. Torfleet.

forty-nine and ——— $\frac{06}{100}$ Dollars

first dividend in part of my claim against Jas. B. Torfleet

C. Billups for Kilby Hon. Attorneys

49. $\frac{06}{100}$



7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Norfleet
five and _____ $\frac{98}{100}$

being first denied in part of our claim against
Jas. B. Ingleth.

Isaac Smith

\$5.98

7th. June

1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Inglee

Thirty-eight and ——— $52/100$

first dividend in part of my claim against Jas. B. Inglee

38.52.

John R. Kilby — Assignee of Sichel, Singleton & Co.

7th. June 1878

Received of

Wilbur J. Kilby (substituted) trustee
of James B. Infleet
ten and 05/100

Dollars

first dividend in part of my claim against Jas. B. Infleet
J. O. Ramage
per Kilby Hon. Attorneys.

10 05



7th. June 1878

Received of Wilbur J. Kilby (substituted) Trustee
of James B. Ingle
twenty-one and $\frac{7}{100}$ Dollars

first dividend in part of our claim against Jas. B. Ingle
Carroll, Adams & Co.,
per Kilby Son, Attorneys.

21 ⁰⁷

7th June 1878

Received of Wilbur F. Kilby (substituted) trustee
of James B. Arflect
seventy seven and $\frac{79}{100}$ Dollars

first dividend in part of our claim against Jas. B. Arflect
Stein, & Co.
By Kilby Son, Attorneys.

77 $\frac{79}{100}$



7th June 1878

of Wilbur J. Kilby (substituted) trustee of Jas. B. Infleet

one hundred and sixty seven and $\frac{99}{100}$

first dividend in part of our claim against Jas. B. Infleet
Hodges Brothers.

By John R. Kilby Hon. Attorneys.

\$167.⁹⁹

7th. June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James B. Fleet
Thirty eight and $\frac{99}{100}$ Dollars

first dividend in part of our claim against Jas. B. Fleet
Ziegler Bros.
per John R. Kilby Hon Attorneys

38, 99



Th. June 1878

Wilbur F. Kilby (substituted) trustee
of James B. Anfleeth.

Ninety and 07/100

first dividend in part of an claim against Jas. B. Anfleeth

W. F. Allen Sec.
per Kilby & Son Attorneys

90 07

7th. June

1878

Received of Wilbur J. Kilby (substituted) trustee
of James B. Ingleet
thirteen and 05/100

first dividend in part of our claim against Jas. B. Ingleet
Norfolk Oil and Guano Company
per Kilby Son, Attorneys

13. 05

7th, June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James B. Inglee
twenty seven and $\frac{86}{100}$

first dividend in part of my claim against Jas. B. Inglee
Louis F. Dietrick
per Kilby Hon. Attorneys

27. $\frac{86}{100}$



44 33

~~100~~ 7th June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James B. Inglee

forty-one and ——— ³³/₁₀₀ Dollars

first dividend in part of our claim against Jas. B. Inglee

Easton & Powers & Co



7th. June 1878

of Wilbur J. Kilby (substituted) Trustee of Jas. B. Anfleeth
ten and $\frac{14}{100}$ Dollars

first dividend in part of our claim against Jas. B. Anfleeth
Hamburger Bros.
By Kilby Son, Attorneys

\$10. 14

7th. June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James V. B. Anfleest
sixteen and $\frac{51}{100}$

first dividend in part of our claim against Jas. B. Anfleest
Anderson, Grandy Geo.
per Kilby Son, Attorneys.

16 $\frac{51}{100}$

7th, June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James B. Ingle
twenty three and — ³⁵/₁₀₀ Dollars

first dividend in part of our claim against Jas. B. Ingle
Kewburger & Hochstadters
By Kilby Son, Attorneys,

23.35



16 ⁹²

Received of Wilbur J. Kilby (substituted) trustee
of James B. Anfleets
sixteen and 92/100 Dollars

7 June 1878

first dividend in part of our claim against Jas. B. Anfleets
Geo. B. Bains Sons
By Kilby Son, Attorneys.

7th June 1878

Received of Wilfrid Kilby (substituted) trustee
of James B. Infleet
forty five and ——— ⁰⁶/₁₀₀ Dollars

first dividend in part of our claim against Jas. B. Infleet
Strouse, Loeb & Co.
By Kilby Son, Attorneys.

45 ⁰⁶/₁₀₀



7th. June 1878

Received of Wilfrid J. Kilby (substituted) trustee
of James B. Ingle
seventy six and ——— 35/100

first dividend in part of our claim against Jas. B. Ingle
Morris Brothers
per Kilby Son. Attorneys.

76.35

7th June 1878

Received of Wilfrid Kilby (substituted) trustee
of James F.B. Anfleest
seventy one and $\frac{78}{100}$ Dollars

first dividend in part of our claim against Jas. B. Anfleest
Adams, Buck & Co.
per Kilby & Son, Attorneys.

71 78

7th, June 1878

Received of Wilbur L. Kilby (substituted trustee
of James B. Inglee

thirty and 07/100

first dividend in part of our claim against Jas. B. Inglee
Taylor, Elliott & Watters
per Kilby & Son, Attorneys.

30. 07

7th June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James V.B. Crockett
three and 71/100

first dividend in part of my claim against Jas. B. Crockett
Geo. W. Kittree
for Kilby Hon. Attorneys

3 71



7th June 1878

Received of Wilbur J. Kilby (substituted) trustee
of James B. Ingleet.

one and

$\frac{99}{100}$

first dividend in part of our claim against Jas. B. Ingleet
per his check dated June 17th 1878

Carlin J. Sutton
P. J. Jenkins

1.99

Carlin & Fulton

1878

7 June 1878

Three and _____ 16/100

first dividend in part of my claim against Jas. B. Anfleat
Jacob E. Kelby per Kilby Hon Atty.

3 16

COMMISSIONER'S OFFICE,
Suffolk, Va. }

To A. C. Withers, Administrator of
Wilson Norfleet, deceased—~~the~~ *Plaintiff*.
And James B. Norfleet in ~~his~~ *own*
right, and as surviving partner of
himself and the said Wilson Norfleet,
deceased, late merchants and part-
ners in trade, under the firm and
style of Norfleet Brothers, John R.
Kilby, Trustee, and A. C. Withers,
Trustee.

You and the creditors of James B.
and Wilson Norfleet, are hereby notified
that in pursuance of a decree of the Cir-
cuit Court of Nansemond county, Virgin-
ia, pronounced on the 5th day of Februa-
ry, 1878, in vacation, in the above cause
in Chancery depending in said Court, I
have fixed upon, and on, and daily after,
the 7th day of March, 1878, shall continue,
until completed, to take and settle at my
office, (at which time and place you are
required to attend,) the following ac-
counts :

1. An account of the transactions of
Wilson Norfleet and James B. Norfleet as
late partners under the firm and style of
Norfleet Brothers.

2. An account of the transactions of
~~James B. Norfleet~~, as surviving partner
of said Norfleet Brothers.

3. An account of the debts still due by
said Norfleet Brothers, showing how they
are evidenced, to whom due, and how
secured.

4. An account of the partnership prop-
erty and assets of said Norfleet Brothers,
and whether the same are embraced in
the Deed of Trust to A. C. Withers as
Trustee in the proceedings in said cause
mentioned.

5. An account of the individual debts
of James B. Norfleet, including as well
those due by him as surviving partner as
aforesaid as those due by him individual-
ly, showing how the same are evidenced,
how secured and the priorities thereof.

6. An account of the individual prop-
erty and estate of the said James B. Nor-
fleet, showing whether the same is em-
braced in the deed to John R. Kilby,
Trustee, in the proceedings in said cause
mentioned, and the several liens thereon,
if any.

7. An account of the debts due by
James B. Norfleet, whether as an indi-
vidual, or as surviving partner as afore-
said to the estate of Wilson Norfleet, de-
ceased, showing when and how the same
were severally contracted.

8. An account of the transactions of
John R. Kilby, as Trustee, under the
Deed of Trust in the Bill and proceedings
in said cause mentioned.

9. An account of the transactions of
said A. C. Withers, as Trustee, under the
Deed of Trust in said Bill and proceed-
ings mentioned.

Given under my hand as Commissioner
in Chancery of said Court, this 12th day
of February, 1878.

WILBUR J. KILBY,
Commissioner.

13-4t

NOTICE! NOTICE! NOTICE!—

Persons holding claims against
JAMES B. NORFLEET AND THE
LATE FIRM OF NOR-
FLEET BROS.,

which have not yet been reported, desir-
ing to have them paid, are requested to
present them to the undersigned within
ten days from date of this notice.

WILBUR J. KILBY,
March 20, 1878.—It Commissioner.
(Sun copy.)

House committee on ways and means made public the proposed new tariff bill, and after January 1, 1879, articles not named in the bill shall be free. It makes a heavy reduction on the tariff. I was very much grieved, yesterday.

of Wight, Southampton and Gates Counties.

Suffolk, Va., April 5th 1878

Mr John R Kelly Trustees Norfolk Mass

THOS. G. ELAM, Editor & Prop'r. TO SUFFOLK HERALD, DR. NEWSPAPER AND JOB PRINTING OFFICE

1878

WASHINGTON SQUARE, NEAR MAIN STREET.

Dray. 13 To Pub: Card "Is. Photos Adm. Norfolk Mo"
 8 Includes 4 Times
 Mar 20 Pub. Card 1 time notice persons
 choeding claims vs MB Norfolk &c

\$ 14 00
 1 00
 \$ 15 00

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

Suffolk, Va., March 22, 1878

Mr W J Hilly, Commissioner

DUNBAR & WHITLEY, Jr.

PUBLISHERS OF

THE CHRISTIAN SUN.

March 22	To advertisement of Claims vs. Norfolk & Norfolk Bro. estates	18 15	\$1 00
----------	---	-------	--------

Paid. - See receipt

W. J. Kilby
Comr

\$100

at a Court continued and held for Hancock County,
the 12th day of April, 1878.

A. C. Withers, Administrator of Wilson
Norfleet, deceased

Plaintiff

Against } In Chancery

James B. Norfleet, in his own right and
as surviving partner of himself and Wil-
son Norfleet deceased, late merchants
and partners in trade, doing business
under the style and firm of Norfleet Bro-
thers, John R. Kelly, Trustee and A. C. With-
ers Trustee.

Defendants.

This cause came on this day to be again
heard upon the papers formerly read, upon the
Report made herein by Commissioner Wilbur J.
Kelly under the decree of the 5th day of February
1878, upon the exceptions filed by the plaintiff
to the said report; and upon the Petition filed
for a Homestead by the defendant James B.
Norfleet, and was argued by counsel.
On consideration whereof the Court without
passing at this time upon the said exceptions
or taking any action on the said report, doth
adjudge, order and decree that Wilbur J. Kelly
be and he is hereby substituted as Trustee in the
place and stead of John R. Kelly, (the said John R.
Kelly and James B. Norfleet consenting thereto)
Trustee under the deed of Trust of the 25th
day of September, 1877, from James B. Nor-
fleet, a copy of which is filed as Exhibit "X"

X And that he do out
of said Cash balance
of \$4063. retain the
sum of \$640. claim-
ed by Jas. B. Norfleet
in said petition as
part of his Home-
stead exemption
to be disposed of
by said W. J. Kelly
Trustee, as herein-
after described

with the record, And the Court doth further ad-
judge, order and decree that Wilbur J. Kelly, sub-
stituted Trustee as aforesaid, do receive from the
said John R. Kelly, Trustee as aforesaid the Trust
assets and effects in his hands as Trustee of the
said James B. Norfleet, including the balance in
cash of \$4063.00, as shown by Account No. 3. of
the said Report, and the residue of said fund
the said Wilbur J. Kelly, Trustee as aforesaid is
directed to disburse and pay out pro rata to
and among the creditors of the said James B.
Norfleet, as set out and reported in Account
No. 6. of said report.

And the Court doth further adjudge, order
and decree, that A. C. Withers, Trustee of James B.
Norfleet, as surviving partner under a deed of
Trust, a copy of which is filed as exhibit "G"
in the papers of the cause do, as soon as the fund in his
hands as such Trustee is sufficient for the purpose,
pay to the creditors of Norfleet Brothers, mentioned
and reported in Account No. 5. a dividend of twenty
per centum each, on the debts therein stated.

And the Court doth further adjudge, order and
decree, that the said W. J. Kelly and A. C. Withers
Trustees as aforesaid, do proceed to get in and
collect the claims and demands due to their re-
spective trusts, with all practicable speed, by
suits or otherwise, as they may deem best and

that they do sell the real estate conveyed to them respectively, whenever in their opinion it will be judicious to do so. and upon such terms as they may deem best.

And the said trustees are directed to make reports respectively of their proceedings and transactions under this decree to the Court.

And the Court doth allow the Petition for a Homestead filed by the said James B. Norfleet in this cause, and doth adjudge, order and decree, that the said James B. Norfleet do take and hold as and for a homestead exemption the property therein set out and described ^{including the sum of \$3,640.10 as received in the hands of W. J. Kelly trustee, but said W. J. Kelly trustee will not pay said sum of \$3,640.10 to said Jas. B. Norfleet. And will deposit the same} ~~the same to be deposited~~ in Bank to the credit of this cause, subject to any claims against the said James B. Norfleet, in which he has waived the benefit of his Homestead Exemption.

But this decree as to the pro rata payments directed to be made by the said Trustees, is not to apply to the claims or debts reported in favor of Benjamin Saunders and C. C. Duke two of the creditors of James B. Norfleet; nor to the claim or debt reported in favor of Thomas Griggs, which debts are secured by deeds of trust, as shown by said report: and to whom the dividends hereby directed are not to be paid.

And the Court doth further adjudge, order and decree that a Commissioner of this Court proceed to take a further account of Transactions of A. C. Withers Trustee as aforesaid. And an

account of the transactions of W. J. Kelly, Trustee substituted for Jno. R. Kelly, as aforesaid, and a further account of the debts due by said James B. Norfleet and the said Norfleet Brothers. And the Court doth further adjudge, order and decree that the said W. J. Kelly as trustee as aforesaid pay the costs of this suit, in the following manner (3/4) three fourths of the same out of any assets of James B. Norfleet in his hands and that the said A. C. Withers Trustee &c. pay (1/4) one fourth out of any assets in his hands of the said Norfleet Brothers.

A copy.

Teste,

Peter B. Prentiss. Clerk

Cash		
Chk.	\$16.10	pd.
Debit to Atty. Fee	14.50	pd.
Debit to Clerk's Fee	15.38	pd.
Debit to Printing	16.00	pd.
Comm.	100.00	pd.
	\$164.10	

Withers, Admin^r

As Copy Decree

James B. Norfleet &c

To the Circuit Court of Staunton County,
Virginia:

In pursuance of a decree of said Court pronounced at the April Term thereof in the year 1878 in a cause in Chancery in said Court depending between Wilson Ingle's Administrator, Plaintiff, and Jas. B. Ingle and others, Defendants, a copy of said decree being herewith annexed: The undersigned respectfully reports to Court that, as Trustee of James B. Ingle, substituted in the place of John R. Kilby, late his Trustee, he has received of said John R. Kilby, late Trustee, all the trust assets and effects, which he held as said late Trustee of said James B. Ingle including the sum of \$4063; that he has out of said sum of \$4063, paid first the taxed costs of said suit, and has retained the sum of \$640 set apart as part of the Homestead Exemption of said James B. Ingle subject to the future order of said Court, and has paid out and distributed the residue of said sum of \$4063, pro rata, in part payment of the debts shown by the Report of Commissioner Wilbur J. Kilby, made in pursuance of a decree of said Court pronounced on the 5th day of February 1878, in vacation, in said cause, to be due by said Jas. B. Ingle, with the exception of a debt of \$3513.92 due to Benjamin Saunders and one of \$1035. due to Chas. C. Duke the same being excepted in pursuance of said first named decree; and that the complete transactions of the undersigned will more fully and satisfactorily appear by the following statements:
Respectfully submitted.

12th. June 1878

Wilbur J. Kilby, Trustee
of James B. Ingle

Statement A.

The following is a Statement (with interest added to the 7th. day of June 1878), of the debts due by Jas. B. Norfleet, as shown by the Report of Commissioner, Wilbur J. Kilby, made on the first day of April 1878 in pursuance of a decree of the Circuit Court of Housewoud County pronounced on the 5th. day of February in the year 1878 in vacation in a cause in Chancery in said Court depending between Wilson Norfleet's Administrator Plaintiff and Jas. B. Norfleet and others. Defendants, - with the exception of the debt of \$3513.92 due to Benjamin Saunders and the debt of \$1035 due to Chas. C. Duke, both reported with the debts aforesaid, the same being here excepted in pursuance of a decree pronounced in said cause at the April Term of said Court in the year 1878:

To Wilson Norfleet, or his estate.	\$ 2703 48	
Int. on \$2631.61 from 7 Mar. to 7 June 1878 - 3 m.	39 47	\$ 2742 95
To Wilson Norfleet, or his estate	\$ 619 42	
Int. on \$500. as above for 3 m.	7 50	\$ 626 92
To P. Zee & Sons.	\$ 113 36	
Int. on \$111. as above for 3 m.	1 66	\$ 115 02
To Allen & Prichard	\$ 130 94	
Int. on \$127.75 as above for 3 m.	1 90	\$ 132 84
To Whiteley Bros. Hco.	\$ 124 94	
Int. on \$121.07 as above for 3 m.	1 82	\$ 126 76
To C. H. Garden Hco.	113 83	
Int. on \$109.13 as above for 3 m.	1 63	115 46
To A. A. Shumway Hco.	338 97	
Int. on \$327.65 as above for 3 m.	4 90	343 87
To Jacob Riegel Hco.	230 10	
Int. on \$222.75 as above for 3 m.	3 33	233 43
Carried on		\$ 4437 25

Brought on			\$ 4437 25
To Jacob Riegel Hco.	103 33		
Int. on \$98.13 as above for 3m.	1 47	104 80	
To Young, Smith, Field Hco.	189 29		
Int. on \$181.06 as above for 3m.	2 72	192 01	
To Dinsmore & Kyle	135 17		
Int. on \$129.92 as above for 3m.	1 93	137 10	
To Hurst, Purcell Hco.	198 51		
Int. on \$192.55 as above for 3m.	2 88	201 39	
To Hurst, Purcell Hco.	100 38		
Int. on \$97.66 as above for 3m.	1 46	101 84	
To Hood, Bonbright Hco.	218 58		
Int. on \$211.86 as above for 3m.	3 16	221 74	
To Louchheim Brothers	683 87		
Int. on \$663.17 as above for 3m.	9 94	693 81	
To Louchheim Brothers	66 40		
Int. on \$64. as above for 3m.	96	67 36	
To John Stillman Sons	157 34		
Int. on \$152.59 as above for 3m.	2 28	159 62	
To Mourning Lawrence	286 42		
Int. on \$260.16 as above for 3m.	3 90	290 32	
To Mourning Lawrence	55 76		
Int. on \$51.80 as above for 3m.	77	56 53	
To Julia A. Arfleet	493 44		
Int. on \$240. as above for 3m.	3 60	497 04	
To John W. Morgan	42 50		
Int. on \$41.35 as above for 3m.	62	43 12	
To Isaac Yearsly Sr.	121 00		
Int. on \$119 as above for 3m.	1 79	122 79	
To Jas. E. Pratt	68 51		
Int. on \$66.59 as above for 3m.	99	69 50	
To Wiesenfeld Hco.	108 17		
Int. on \$104.77 as above for 3m.	1 56	109 73	
To Wolf, Mayer Hco.	144 58		
Int. on \$139.20 as above for 3m.	2 09	146 67	
To Seth March Hco.	179 14		
Int. on \$173.09 as above for 3m.	2 69	181 83	
Carried on			\$ 7834 45

Brought on			\$ 7834 45
To F. W. Seabury's Amos	580 17		
Int. on \$566.15 as above for 3m.	8 49		588 66
To Pearre Bros. Hco.	44 88		
Int. on \$43.56 as above for 3m.	65		45 53
To M. L. P. Davis Hco.	433 45		
Int. on \$410.33 as above for 3m.	6 15		439 60
To Moses Cohen Hous	61 90		
Int. on \$58.78 as above for 3m.	87		62 77
To Ahrens, Spilker Hco.	60 01		
Int. on \$58.31 as above for 3m.	87		60 88
To Jas. Reid Hco.	11 90		
Int. on \$11.58 as above for 3m.	17		12 07
To H. H. Watkins	96 22		
Int. on \$92.19 as above for 3m.	1 38		97 60
To Samuel Beran Hco.	332 87		
Int. on \$324.87 as above for 3m.	4 86		337 73
To C. J. Tennant	39 30		
Int. on \$38.20 as above for 3m.	57		39 87
To C. Billups	193 43		
Int. on \$188.63 as above for 3m.	2 82		196 25
To Duke & Smith	23 57		
Int. on \$22.72 as above for 3m.	33		23 90
To John R. Kilby, assignee of Dickel Singleton Hco.	151 90		
Int. on \$146.30 as above for 3m.	2 19		154 09
To J. O. Gamage	39 65		
Int. on \$38.15 as above for 3m.	57		40 22
To Carrol, Adams Hco.	83 10		
Int. on \$80.05 as above for 3m.	1 20		84 30
To Stein Hco.	306 69		
Int. on \$297.76 as above for 3m.	4 46		311 15
To Hodges Brothers.	662 30		
Int. on \$643.84 as above for 3m.	9 65		671 95
To Ziegler Bros.	153 76		
Int. on \$149.40 as above for 3m.	2 23		155 99
To W. F. Allen Hco.	355 08		
Int. on \$346.42 as above for 3m.	5 19		360 27
Carried on			\$ 11,517 28

Brought on			\$ 11,517 28
To Norfolk Oil & Guano Co. (Kader Biggs)	51	46	
Int. on \$50.40 as above for 3m.		75	52 21
To Louis F. Detrick	109	84	
Int. on \$105. as above for 3m.		1 58	111 42
To Eastham, Powell Hes.	162	93	
Int. on \$159.05 as above for 3m.		2 38	165 31
To Hamburger Bros.	39	97	
Int. on \$39. as above for 3m.		59	40 56
To Anderson, Graudy Hes.	65	09	
Int. on \$63.33 as above for 3m.		95	66 04
To Newburger & Hochstadters	92	10	
Int. on \$88.50 as above for 3m.		1 32	93 42
To Geo. B. Bains Sons.	66	74	
Int. on \$64.72 as above for 3m.		96	67 70
To Strouse, Loeb Hes.	177	65	
Int. on \$172.01 as above for 3m.		2 58	180 23
To Morris Bros.	301	01	
Int. on \$294.05 as above for 3m.		4 41	305 42
To Adams, Buck Hes.	283	05	
Int. on \$270.97 as above for 3m.		4 05	287 10
To Taylor, Elliott & Watters	118	63	
Int. on \$111.92 as above for 3m.		1 67	120 30
To Carlin & Fulton	7	84	
Int. on \$7.54 as above for 3m.		10	7 94
To Geo. W. Kittree	14.	63	
Int. on \$14.35 as above for 3m.		21	14 84
To Jacob E. Kelly	12	48	
Int. on \$12.30 as above for 3m.		18	12 66
Total.	=		\$ 13,042 43

Statement B.

The following is a statement shewing the distribution of the sum of \$4063.00 in the hands of Wilbur J. Kilby, Trustee of James B. Anfleets, pro rata, in part payment of the foregoing debts, amounting to \$13,042.43, in pursuance of said decree, pronounced in said cause at the April Term 1878 of said Court, after payment of costs of said cause and the retention of the sum of \$640. set apart, as per the decree last aforesaid, as and for a part of said Anfleets' Homestead Exemption, as the statement following will more fully shew:

By cash received of John R. Kilby late Trustee of Jas. B. Anfleets, being balance shown to be in his hands by said Report of Commissioner, Wilbur J. Kilby:	\$ 4063 00
" cash received of A. C. Withers, being one-fourth of taxed costs of said cause, which, as Trustee of Anfleets Brothers, he is directed by said last named decree to pay:	41 00
	<u>\$ 4104 00</u>

To paid taxed costs of said cause as per said decree as follows:

To A. C. Withers, Plaintiff's Attorney, per rect.	\$ 16 50
" John R. Kilby Hon, Defendants Attorney "	15 00
" Peter B. Prentiss, Clerk, "	16 10
" John L. Fulgham, Sheriff "	50
" Dunbar Whitley for advertisements "	1 00
" Thos. G. Eldam for ditto "	15 00
" Wilbur J. Kilby, Court. "	100 00 = \$ 164 10
Carried on	<u>\$ 3939 90</u>

By cash balance brought on \$ 3939 90
 To amount retained, being part of
 the Homestead Exemption of said
 Jas. B. Torfleet, per said decree:
 Net Balance 640 00
 \$ 3299 90

To paid twenty-five per cent of the
 foregoing debts, as follows:

To A. C. Withers, Admr. of Wilson Tor-	fleet, 25 per cent (per receipt) of \$ 2742.95=	\$ 685 74
" Same, ditto "	of \$ 626.92	156 73
" P. Zell Sons do. "	" \$ 115.02	28 76
" Allen & Prichard "	" " 132.84	33 21
" Whiteley, Bros. Hcs. "	" " 126.76	31 69
" C. H. Garden Hcs. "	" " 115.46	28 87
" A. A. Shumway Hcs. "	" " 343.87	85 97
" Jacob Riegel Hcs. "	" " 233.43	58 36
" Same "	" " 104.80	26 20
" Young, Smith Field Hcs. "	" " 192.01	48 00
" Dinsmore & Kyle "	" " 137.10	34 28
" Hurst, Purnell Hcs. "	" " 201.39	50 35
" Same "	" " 101.84	25 46
" Hood, Bruns & Bright Hcs. "	" " 221.74	55 44
" Loucheim Brothers "	" " 693.81	173 45
" Same "	" " 67.36	16 84
" John Stelman Sons "	" " 159.62	39 90
" Mourning Laurence "	" " 290.32	72 58
" Same "	" " 56.53	14 13
" Julia A. Torfleet "	" " 497.04	124 26
" John W. Morgan "	" " 43.12	10 78
" Isaac Yeasley Sr. "	" " 122.79	30 69
" Jas. E. Trott "	" " 69.50	17 38
" Wiesenfeld Hcs. "	" " 109.73	27 43
" Wolf, Mayer Hcs. "	" " 146.67	36 67
" Seth March Hcs. "	" " 181.83	45 46
" F. W. Seabury's Sons "	" " 588.66	147 16
" Peare Bros. Hcs. "	" " 45.53	11 38

Brought on \$ 8468.64 \$ 2117 17 \$ 3299 90

Brought on		\$ 8468.64	\$ 2117 17	\$ 3299 90
To M. L. T. Davis Hes. 25 per cent (for acct.) of	439.60.		109 90	
" Moses Cohen Sons " " "	62.77		15 69	
" Ahrens, Spilker Hes. " " "	60.88		15 22	
" Jas. Reid Hes. " " "	12.07		3 02	
" H. H. Watkins, " " "	97.60		24 40	
" Saul. Beran Hes. " " "	337.73		84 43	
" C. J. Demant " " "	39.87		9 97	
" C. Billups " " "	196.25		49 06	
" Duke & Smith " " "	23.90		5 98	
" John R. Kilby, assignee " " "	154.09		38 52	
" J. O. Gamage " " "	40.22		10 05	
" Camell Adams Hes. " " "	84.30		21 07	
" Stein Hes. " " "	311.15		77 79	
" Hodges Brothers " " "	671.95		167 99	
" Ziegler Bros. " " "	155.99		38 99	
" W. F. Allen Hes. " " "	360.27		90 07	
" Norfolk Oil & Guano Co. " " "	52.21		13 05	
" Louis P. Dietrick " " "	111.42		27 86	
" Eastham, Powell Hes. " " "	165.31		41 33	
" Hamburger Bros. " " "	40.56		10 14	
" Anderson, Grandy Hes. " " "	66.04		16 51	
" Newburger & Hochstadters " " "	93.42		23 35	
" Geo. B. Bains Sons " " "	67.70		16 92	
" Struse, Loeb Hes. " " "	180.23		45 06	
" Morris Bros. " " "	305.42		76 35	
" Adams, Buck Hes. " " "	287.10		71 78	
" Taylor, Elliott & Watters " " "	120.30		30 07	
" Carlin & Fulton " " "	7.94		1 99	
" Geo. W. Kittree " " "	14.84		3 71	
" Jacob E. Kelly " " "	12.66		3 16	
	\$ 13,042.43	\$ 3260 60	\$ 3299 90	

By Balance in hands of Wilbur J. Kilby, Trustee = 3260 60
\$ 39 30

12 June 1878.

Wilbur J. Kilby, Trustee of
James B. Ingle

Arfleets Advr. }
vs. } chy.
Arfleet & als.

Report of first distribution
by Jas. B. Arfleets Trustee
12 June 1878

No. 1.

Confirmed 11th Oct. 1878

1878. July 5th: Filed
clk.

COMMISSIONER'S OFFICE,
Suffolk, Va. }

To A. C. Withers, Administrator of
Wilson Norfleet, deceased—*Plaintiff*.
And James B. Norfleet in his own
right, and as surviving partner of
himself and the said Wilson Norfleet,
deceased, late merchants and part-
ners in trade, under the firm and
style of Norfleet Brothers, John R.
Kilby, Trustee, and A. C. Withers,
Trustee.

You and the creditors of James B.
and Wilson Norfleet, are hereby notified
that in pursuance of a decree of the Cir-
cuit Court of Nansemond county, Virginia,
pronounced on the 5th day of February,
1878, in vacation, in the above cause
in Chancery depending in said Court, I
have fixed upon, and on, and daily after,
the 7th day of March, 1878, shall continue,
until completed, to take and settle at my
office, (at which time and place you are
required to attend,) the following ac-
counts:

1. An account of the transactions of
Wilson Norfleet and James B. Norfleet as
late partners under the firm and style of
Norfleet Brothers.

2. An account of the transactions of
said James B. Norfleet, as surviving part-
ner of said Norfleet Brothers.

3. An account of the debts still due by
said Norfleet Brothers, showing how they
are evidenced, to whom due, and how
secured.

4. An account of the partnership prop-
erty and assets of said Norfleet Brothers,
and whether the same are embraced in
the Deed of Trust to A. C. Withers as
Trustee in the proceedings in said cause
mentioned.

5. An account of the individual debts
of James B. Norfleet, including as well
those due by him as surviving partner as
aforesaid as those due by him individual-
ly, showing how the same are evidenced,
how secured and the priorities thereof.

6. An account of the individual prop-
erty and estate of the said James B. Nor-
fleet, showing whether the same is em-
braced in the deed to John R. Kilby,
Trustee, in the proceedings in said cause
mentioned, and the several liens thereon,
if any.

7. An account of the debts due by
James B. Norfleet, whether as an indi-
vidual, or as surviving partner as afore-
said to the estate of Wilson Norfleet, de-
ceased, showing when and how the same
were severally contracted.

8. An account of the transactions of
John R. Kilby, as Trustee, under the
Deed of Trust in the Bill and proceedings
in said cause mentioned.

9. An account of the transactions of
said A. C. Withers, as Trustee, under the
Deed of Trust in said Bill and proceed-
ings mentioned.

Given under my hand as Commissioner
in Chancery of said Court, this 12th day
of February, 1878.

WILBUR J. KILBY,
Commissioner.

feb 13-4t

1878 Feb. 14th. Service of the above notice is hereby
acknowledged by us.

A. C. Withers
A. C. Withers
John R. Kilby
John R. Kilby

Admr. of Wilson Norfleet decd.
Trustee of Norfleet Brothers.
Trustee of Jas. B. Norfleet.
Attorney for James B. Norfleet
in his own right, and as surviving
partner of himself and said Wil-
son Norfleet deceased, late part-
ners in trade under the firm and
style of Norfleet Brothers.

Jas. B. Ingham
notice

In the Circuit Court of Hansemond County, The 5th:
day of February, 1878— In Vacation.

A. C. Withers, Administrator of Wilson

Norfleet, deceased. Plaintiff.

Against } In Chancery

James B. Norfleet, in his own right, and as
surviving partner of himself, and the said
Wilson Norfleet, deceased, late merchants
and partners in trade, under the firm and
style of Norfleet Brothers; John R. Kilby,
Trustee, and A. C. Withers, Trustee . . . Defendants.

This Cause came on this day to be heard upon the bill
and amended bill of Complaint, the answers of James B. Norfleet
in his own right and as surviving partner of himself, and of
Wilson Norfleet deceased, late partners in trade, under the
style of Norfleet Brothers, John R. Kilby, Trustee, and A. C.
Withers, Trustee, general replications to the said answers and
Exhibits filed, and was argued by Counsel, on Consideration
whereof, the Court doth adjudge, order and decree, That
Wilbur J. Kilby, one of the Commissioners of this Court, do
proceed, without delay, to take the following accounts, to wit:
First: An account of the transactions of Wilson Norfleet
and James B. Norfleet, as late partners under the firm and
style of Norfleet Brothers.
Second: An account of the transactions of the said James
B. Norfleet, as the surviving partner of the said Norfleet Brothers.
Third: An account of the debts still due by the said Norfleet
Brothers, showing how they are evidenced, to whom due, and

how secured.

Fourth: An account of the partnership property and assets of the said Norfleet Brothers, and whether the same are embraced in the Deed of Trust, to A. C. Withers, as Trustee, in the proceedings mentioned.

Fifth: An account of the individual debts of James B. Norfleet, including as well those due by him, as surviving partner, as aforesaid, as those due by him, individually, shewing how the same are evidenced, how secured and the priorities thereof.

Sixth: An account of the individual property and estate of the said James B. Norfleet, shewing, whether the same is embraced in the Deed to John R. Kilby, Trustee, in the proceedings mentioned, and the several liens thereon, if any.

Seventh: An account of the debts due by James B. Norfleet, whether as an individual or as surviving partner as aforesaid to the estate of Wilson Norfleet, deceased, shewing when and how the same were severally contracted.

Eighth: An account of the transactions of John R. Kilby, as Trustee under the Deed of Trust, in the bill and proceedings mentioned.

Ninth: An account of the transactions of the said A. C. Withers, as Trustee, under the Deed of Trust in the bill and proceedings mentioned; which accounts the said Commissioner is directed to state, settle and to the Court report, together with any matter specially stated, deemed pertinent by himself, or which may be

required by either party to be so stated.

And the Cause is continued for further proceedings
to be had therein.

A Copy:

Joske,

Peter B. Prentiss, Clerk

X^{ms}
Norfleet's Order:

¹¹
to { Copy Wacree

Norfleet &c: tal

7 March 1873

(11)
Commissioner's Office
Suffolk, Va.
1st. April 1878

To the Circuit Court of Hansemond
County, Virginia:

In pursuance of a decree of
said Court, pronounced on the 5th. day
of February 1878, in vacation, in a Cause
in Chancery in said Court depending
between A. C. Withers, Administrator of
Wilson Torfleet deceased, Plaintiff,
and James B. Torfleet and others
Defendants, a copy of said decree
being herewith annexed; the un-
derigned, a Commissioner in Chan-
cery of said Court, having given
notice to the parties to said cause
as required by law, as will appear
by the notice herewith returned, pro-
ceeded on the ^{7th.} day ^{of March last}, at his office to
take and settle the accounts re-
quired by said decree to be taken
and settled and having ^{at length} com-
pleted the duties required of him,
herewith respectfully submits the

result of his proceeding as follows:

Account No. 1

Dr. James B. and Wilson Norfleet, late partners
in trade under the firm of Norfleet Brothers
In account with Norfleet Brothers, Per.

1876 Sept. 13	By net amount of profits from the business of Norfleet Brothers, had and received by James B. and Wilson Norfleet jointly, to date.				\$ 7742 42
	To 1/2 of \$ 7742.42, due Jas. B. Norfleet.	\$ 3871 21			
	" ditto due Wilson Norfleet	3871 21			
				\$ 7742 42	\$ 7742 42

Distributee Accounts.

1.

Dr. Wilson Norfleet

In account with Norfleet Brothers

1876 Sept. 13	To amount of goods, wares, and merchandise and cash, had by Wilson Norfleet, as per account stated by and between said Jas. B. and Wilson Norfleet in the life- time of the latter and to date:	\$ 4552 33			
	By 1/2 profits due Wilson Norfleet brought on from the foregoing account.			3871 21	
	" Balance due Norfleet Brothers by Wilson Norfleet.			681 12	
		\$ 4552 33		\$ 4552 33	

1876 Sept. 13	To Balance due Anfleet Brothers by Wilson Anfleet brought on	\$681 12		
	By 1/2 of \$681.12 due Wilson Anfleet			340 56
	" ditto due Jas. B. Anfleet			340 56
		\$681 12	\$681 12	

1876 Sept. 13	To amount due Jas. B. Anfleet by Wilson Anfleet brought on.	\$340 56		
---------------	--	----------	--	--

2.

Dr. James B. Anfleet

In account with Anfleet Brothers. *ler*

1876 Sept. 13	To amount of goods, wares, and merchandise and cash had by Jas. B. Anfleet as above by Wilson Anfleet, to date.	\$3190 08		
	" amount of stock of goods, wares, and merchandise of Anfleet Brothers in store at death of Wilson Anfleet and taken by James B. Anfleet at the appraised value.		3078 04	
	By 1/2 of profits from business of Anfleet Brothers due Jas. B. Anfleet, brought on from foregoing account.			3871 21
	" Balance due Anfleet Brothers by Jas. B. Anfleet.			2396 91
		\$6268 12	\$6268 12	

1876 Sept. 13	To Balance due by Jas. B. Anfleet to Anfleet Brothers brought on.	\$2396 91		
---------------	--	-----------	--	--

Account No. 2

Dr. The late firm of Anfleet Brothers.

In account with Jas. B. Anfleet, surviving partner, &c.

1877 Sept. 25

By cash deposited at The Commercial Bank of Suffolk, being part of \$9913.52, which is the total amount of Bonds, notes and accounts due Anfleet Brothers, as shewn by Jas. B. Anfleet's cash book to have been collected by him to date, to wit:
" net proceeds of notes discounted for accommodation of Anfleet Brothers at The Commercial Bank of Suffolk.

\$ 5,382 87

4,664 15

\$ 10,047 02

By cash had at Bank to credit of Anfleet Brothers at time of Wilson Anfleet's death.

462 75

\$ 10,509 97

By cash collected, being balance of \$9913.52, referred to above,

4530 65

\$ 15,040 62

" Balance due Anfleet Brothers by Jas. B. Anfleet, brought on from the foregoing distributee Account No. 2.

2396 91

To amount paid, part on account of debts due by Anfleet Brothers and part deposited at said Bank and there applied in payment of debts due by Anfleet Brothers as per Jas. B. Anfleet's cash book.

\$ 5129 97

carried on

\$ 5129 97 \$ 17,437 53

1877 Sept. 25

brought on

\$ 5129 97 \$17,437 53

To amount deposited at said Bank and
there applied in payment of debts
due by Torfleet Brothers, not shewn by
cash book, but shewn by Bank pass
book to have been so applied by checks.

3221 87

" paid curtail of notes at said
Bank, discounted as above and
due there, as per Bank pass book.

2158 13

\$10,509 97

To amount of account due Jas. B.
Torfleet by Torfleet Brothers.

65 99

✓ " 5 per cent commissions on \$15,040.62

752 03

By Interest for 1 year on \$2396.91

143 80

To Balance due Torfleet Brothers by
Jas. B. Torfleet, surviving partner.

6253 34

\$17,581 33 \$17,581 33

1877 Sept. 25

By Balance due Torfleet Brothers by
Jas. B. Torfleet brought on.

\$6253 34

To 1/2 of \$6253.34 due Jas. B. Torfleet

\$3126 67

" ditto due Wilson Torfleet

3126 67

\$6253 34 \$6253 34

1877 Sept. 25

By amount due Wilson Torfleet brought on.

\$3126 67

Dr. Wilson Torfleet, or his Estate,
In account with Jas. B. Torfleet. Cr.

1877 Sept. 25	By amount due Wilson Torfleet or his estate, brought on from the last foregoing account.				\$ 3126 67
	To Balance due Jas. B. Torfleet by Wilson Torfleet brought on from distributee account No. 1 above.	\$ 340 56			
"	Interest for one year on \$340.56	20 43			
"	amount of account due Jas. B. Torfleet by Wilson Torfleet's Estate.	134 07			
"	Balance due Wilson Torfleet	2631 61			
			\$ 3126 67	\$ 3126 67	
1877 Sept. 25	By Balance due Wilson Torfleet by Jas. B. Torfleet brought on.				\$ 2631 61

1-3 See Account No. 6 hereafter where the above balance of \$2631.61 is reported among the debts due by said Jas. B. Torfleet.

Account No. 3.

Dr. James B. Anfleeth

In Account with John R. Kilby, Trustee.

1878 Mar. 1	By net proceeds of sale of stock of goods in store and some other chattel estate.			\$ 1631 74
"	Total amount of Bonds, notes & accounts collected to date.			4694 73
	Total =			\$ 6326 47
	To fee for writing Deed of Trust	\$ 10 00		
"	paid P. B. Prentiss, Clerk's fee & tax for record of Deed of Trust. . per rect.	17 50		
"	paid C. B. Anfleeth and two assistants for services, as salesmen of goods in store and for drawing off accounts, &c as authorized by deed of trust, per rect.	90 00		
"	paid Elam & Britte for one ton of coal used in store while selling goods &c per rect.	5 00		
"	paid J. C. Nelson for services as assistant clerk. per rect.	34 00		
"	paid Geo. T. Parker, auctioneer for selling cattle & other chattel estate. per rect.	9 00		
"	paid "Suffolk Herald" for various advertisements per rect.	25 00		
"	paid Wm Eley, Taxes. "	141 45		
"	" J. M. Croft balance "	13 19		
	carried on	\$ 345 14		6326 47

1878 Mar. 1

brought on

\$ 345 14 / 6326 47

To paid W. S. Kilby, his interest in Margaret Macmanagle's Bond for \$500, secured by deed of trust on land, the residue of said Bond being J. B. Anfleets, per acct.	162 94	
" paid Farmers Bank of Hausmond per note and acct. - to redeem two Bonds of Hugh Morrison of \$800 each pledged there as collateral and due 1 April 1878 & 1 April 1879, to said Jas. B. Anfleet, with interest from 1 Apl. 1876, secured by deed of trust on land, per acct.	1217 34	
" paid Jas. F. Stewart for services - keep- ing account of sales at auction for 3 1/2 days per acct.	7 00	
" C. B. Anfleet for 1 1/2 months addition- al service at store as clerk, per acct.	75 00	
" paid Geo. T. Parker, auctioneer for selling goods at auction, 3 days, per acct.	34 50	
" paid Elam & Hathaway for printing "	6 50	
" " Dunbar & Whitley " "	8 00	
" " Town taxes for 1877 "	30 72	
" " Wilbur J. Kilby for services for five months per acct.	60 00	
" 5 per cent commissions on \$6326.47	316 33	2263 47
1878 Mar. 1 By Balance in hand of Trustee.		4063 00

Account No. 4.

1878 Mar. 1 Dr. Jas. B. Arflect, surviving partner of the late firm of Arflect Brothers.
In account with A. C. Withers, Trustee. Per.

By net amount of Bonds, notes and accounts due to Arflect Brothers, collected to date. \$ 1790 96

To paid for envelopes to mail notices to debtors of Arflect Brothers. — \$ 1 90

" paid for postage stamps. 12 42

" " "Suffolk Herald" for printing &c per rect. 8 00

" " Clerk for services. 38 00

" " Taxes for the year 1877. 56 67

" " "Christian Am" for printing &c. 3 25

" " costs of warrant vs. Josiah White. 50

" " Mrs. M. E. Everett, balance in full of Bond. per rect. 87 72

" error in Dr. H. H. Hunter's acct. 1 00

" Sundry commissions on \$1790.96 89 54

" Balance in hands of Trustee 1491 96

\$ 1790.96 \$ 1790 96

1878 Mar. 1 By Balance in hands of Trustee brought on. \$ 1491 96

Account No. 5

An Account of the debts still due and unpaid by said late firm of Norfleet Brothers:

Attorney

Kilby Son h	To Mary L. Worrell, a Bond.	\$ 1500 00		
	Int. at 8 per cent from 1 Jan. 1877 to 7 Mar. 1878, - 1y. 2m. 7ds.	143 34	\$ 1643 34	
Kilby Son h	To Benj. Saunders, a Bond.	\$ 1000 00		
	Int. from 23 Dec. 1875 to 7 Mar. 1878, - 2y. 2m. 14ds.	132 38	\$ 1132 38	
Kilby Son h	To John F. Hazlett, Balance of Bond.	\$ 468 27		
	Int. from 25 Feb. 1875 to 7 Mar. 1878, - 3y. 12ds.	85 22	\$ 553 49	
Kilby Son h	To Benj. Saunders, an account	\$ 38 24		
	Int. from 26 Oct. 1875 to 7 Mar. 1878, - 2y. 5m. 11ds.	5 50	\$ 43 74	
Kilby Son h	To Norfolk Oil & Guano Co. (Kader Biggs) acct.	\$ 27 28		
	Int. from 18 Oct. 1877 to 7 Mar. 1878 - 4m. 19ds.	62	\$ 27 90	
	To Chas. B. Norfleet, a Bond.	\$ 75 00		
	Int. from 16 Jan. 1876 to 7 Mar. 1878 - 2y. 1m. 21ds.	9 66	\$ 84 66	
Kilby Son h	To Dr. Henry A. Morgan, Balance of Bond.	\$ 67 84		
	Int. from 1 Jan. 1876 to 7 Mar. 1878, - 2y. 2m. 7ds.	8 90	\$ 76 74	
Kilby Son h	To Thomas Griggs, Balance of Bond.	\$ 1382 24		
	Int. from 1 Jan. 1877 to 7 Mar. 1878, - 1y. 2m. 7ds.	98 36	\$ 1480 60	
			\$ 5042 85	

The foregoing debts are all of equal dignity and are to be paid pro rata out of the assets of said Norfleet Brothers under an assignment

to A. C. Withers Trustee, made on the 2nd. October 1877 and duly recorded. Exhibit "M." in said cause. The debt of \$1480.60 above, due to Thos. Giggis is secured by a lien on real estate under a deed of Trust to P. B. Prentiss, Trustee, as more fully hereinafter set forth.

Account No. 6

Attorney An Account of the debts due by James B. Crofleeet and yet unpaid:

Withers o	To Wilson Crofleeet, or his Estate, balance of account, as per Account No. 2 ante.	\$2631 61			
	Int. from 25 Sept. 1877 to 7 Mar. 1878, - 5m. 14ds.	71 87	\$2703 48		
Withers h	To Wilson Crofleeet a Bond,	\$500 00			
	Int. from 14 Mar. 1874 to 7 Mar. 1878 - 3y. 11m. 23ds.	119 42	\$619 42		
Withers o	To P. Gell & Sons, an acct.	\$111 00			
	Int. from 1 Apr. 1877 to 7 Mar. 1878 - 4m. 7ds.	2 36	\$113 36		
Withers o	To Allen & Prichard an acct.	127 75			
	Int. from 6 Oct. 1877 to 7 Mar. 1878 - 5m.	3 19	\$130 94		
Withers o	To Whiteley Bros. Hco. an acct.	121 07			
	Int. from 25 Aug. 1877 to 7 Mar. 1878 - 6m. 12ds.	3 87	\$124 94		
Withers o	To C. H. Garden Hco. an acct.	109 13			
	Int. from 13 June 1877 to 7 Mar. 1878, - 8m. 21ds.	4 70	\$113 83		
	carried on		\$3805 97		

Attorney	Brought on				\$ 3805 97
✓	o	A. A. Shumway Hco. acct.	\$ 327 65		
Wright & Rawls.		Int. from 11 Aug. 1877 to 7 Mar. 1878, - 6m. 26ds.	11 32	\$ 338 97	
Wright & Rawls.		Jacob Riegel Hco. accepted draft.	222 75		
✓	o	Int. from 16 Aug. 1877 to 7 Mar. 1878, - 6m. 21ds.	7 35	\$ 230 10	
Wright & Rawls		To Jacob Riegel Hco. an acct.	98 13		
✓	o	Int. from 13 Apr. 1877 to 7 Mar. 1878, - 10m. 24ds.	5 20	\$ 103 33	
Wright & Rawls.		To Young, Smith, Field Hco. an acct.	181 06		
✓	o	Int. from 4 June 1877 to 7 Mar. 1878, - 9m. 3ds.	8 23	\$ 189 29	
Wright & Rawls		To Linsmore & Kyle, an acct.	129 92		
✓	o	Int. from 5 July 1877 to 7 Mar. 1878, - 8m. 2ds.	5 25	\$ 135 17	
Wright & Rawls		To Hurst, Purnell Hco. negotiable note	192 55		
✓	h	Int. from 31 Aug. 1877 to 7 Mar. 1878, - 6m. 6ds.	5 96	\$ 198 51	
Wright & Rawls		To Hurst, Purnee Hco. a note	97 66		
✓	h	Int. from 20 Sept. 1877 to 7 Mar. 1878, - 5m. 17ds.	2 72	\$ 100 38	
Wright & Rawls		To Hood, Bonbright Hco. accepted draft	211 86		
✓	o	Int. from 27 Aug. 1877 to 7 Mar. 1878, - 6m. 10ds.	6 72	\$ 218 58	
Hayden o		To Louchheim Bros. acct. & judgment	663 17		
✓		Int. from 30 Aug. 1877 to 7 Mar. 1878, - 6m. 7ds.	20 70	\$ 683 87	
Hayden o		To John Steelman & Sons, acct. & judgment.	152 59		
✓		Int. from 30 Aug. 1877 to 7 Mar. 1878, - 6m. 7ds.	4 75	\$ 157 34	
Kilby Hon		To Mourning Lawrence, a Bond,	260 16		
✓	h	Int. from 1 July 1876 to 7 Mar. 1878, - 1y. 8m. 6ds.	26 26	\$ 286 42	
Kilby Hon		To Mourning Lawrence, a note	51 80		
✓	h	Int. from 29 Apr. 1876 to 7 Mar. 1878, - 1y. 3m. 8ds.	3 96	\$ 55 76	
Kilby Hon		To Julia A. Anfleeth, a Bond	240 00		
✓	h	Int. from 1 Aug. 1860 to 7 Mar. 1878, - 17y. 7m. 6ds.	253 44	\$ 493 44	
		Carried on		\$ 6997 13	

Attorney

	Brought on		\$	6997	13
Kilby Hon	To John W. Morgan an acct.		\$	41	35
	Int. from 23 Aug. 1877 to 7 Mar. 1878, - 5m. 14ds.			1	15
			\$	42	50
Kilby Hon	Isaac Yeassly Sr. negotiable note			119	00
	Int. from 26 Apr. 1877 to 7 Mar. 1878, - 3m. 11ds.			2	00
			\$	121	00
Kilby Hon	To Jas. E. Pratt, an acct.			66	59
	Int. from 14 Sept. 1877 to 7 Mar. 1878, - 5m. 23ds.			1	92
			\$	68	51
Kilby Hon	To Wieserfeld Hco. an acct.			104	77
	Int. from 1 Sept. 1877 to 7 Mar. 1878, - 6m. 7ds.			3	40
			\$	108	17
Kilby Hon	To Wolf. Mayer Hco. acct.			139	20
	Int. from 17 July 1877 to 7 Mar. 1878, - 7m. 20ds.			5	38
			\$	144	58
Kilby Hon	To Seth March Hco. an acct. & note			173	09
	Int. from 6 Aug. 1877 to 7 Mar. 1878, - 7m.			6	05
			\$	179	14
Kilby Hon	To F. W. Seabury's Sons, an acct. & notes			566	15
	Int. from 10 Oct. 1877 to 7 Mar. 1878, - 4m. 27ds.			14	02
			\$	580	17
Kilby Hon	To Pearce Bros. Hco. an acct.			43	56
	Int. from 1 Sept. 1877 to 7 Mar. 1878, - 6m. 7ds.			1	32
			\$	44	88
Kilby Hon	To M. L. T. Davis Hco. ^{notes &} an acct.			410	33
	Int. from 18 Sept. 1877 to 7 Mar. 1878, - 5m. 19ds.			23	12
			\$	433	45
Kilby Hon	To Moses Cohen Sons, an acct.			58	78
	Int. from 28 Sept. 1877 to 7 Mar. 1878, - 5m. 9ds.			3	12
			\$	61	90
Kilby Hon	To Ahrens, Spilker Hco. a note			58	31
	Int. from 12 Sept. 1877 to 7 Mar. 1878, - 5m. 25ds.			1	70
			\$	60	01
Kilby Hon	To James Reid Hco. an acct.			11	58
	Int. from 19 Sept. 1877 to 7 Mar. 1878, - 5m. 18ds.			32	
			\$	11	90
Kilby Hon	To H. H. Watkins, an acct.			92	19
	Int. from 14 June 1877 to 7 Mar. 1878, - 8m. 23ds.			4	03
			\$	96	22
	Carried on		\$	8949	56

Attorney	Brought on			8949 56
Kilby Hon	To Samuel Bevan Hco. an acct.	\$ 324 87		
	Int. from 9 Oct. 1877 to 7 Mar. 1878, - 4m. 28 ds.	8 00	\$ 332 87	
Kilby Hon	To C. J. Tennant an acct.	38 20		
	Int. from 12 Sept. 1877 to 7 Mar. 1878, - 5m. 25 ds.	1 10	\$ 39 30	
Kilby Hon	To C. Billups, an acct.	188 63		
	Int. from 3 Oct. 1877 to 7 Mar. 1878, - 5m. 4 ds.	4 80	\$ 193 43	
Kilby Hon	To Duke & Amitt, an acct.	22 72		
	Int. from 19 July 1877 to 7 Mar. 1878, - 7m. 18 ds.	85	\$ 23 57	
Kilby Hon	Jno. R. Kilby, Assignee of Dickel, Singleton Hco.	146 30		
	Int. from 17 July 1877 to 7 Mar. 1878, - 7m. 20 ds.	5 60	\$ 151 90	
Kilby Hon	To John O. Gamage, an acct.	38 15		
	Int. from 11 July 1877 to 7 Mar. 1878, - 7m. 26 ds.	1 50	\$ 39 65	
Kilby Hon	To Carroll Adams Hco. an acct.	80 05		
	Int. from 18 July 1877 to 7 Mar. 1878, - 7m. 19 ds.	3 05	\$ 83 10	
Kilby Hon	To Stein Hco. an acct.	297 76		
	Int. from 6 Sept. 1877 to 7 Mar. 1878, - 6m.	8 93	\$ 306 69	
Kilby Hon	To Hodges Brothers an acct.	643 84		
	Int. from 15 Sept. 1877 to 7 Mar. 1878, - 5m. 22 ds.	18 46	\$ 662 30	
Kilby Hon	To Ziegler Bros. an acct.	149 40		
	Int. from 12 Sept. 1877 to 7 Mar. 1878, - 5m. 25 ds.	4 36	\$ 153 76	
Kilby Hon	To W. F. Allen Hco. an acct.	346 42		
	Int. from 7 Oct. 1877 to 7 Mar. 1878, - 5m.	8 66	\$ 355 08	
Kilby Hon	To Norfolk Ore & Guano Co. (Kader Biggs) acct.	50 40		
	Int. from 1 Nov. 1877 to 7 Mar. 1878, - 4m. 7 ds.	1 06	\$ 51 46	
Kilby Hon	To Louis F. Detrick an acct.	105 00		
	Int. from 1 June 1877 to 7 Mar. 1878, - 9m. 7 ds.	4 84	\$ 109 84	
	Carried on		\$ 11,452 51	

Attorney

Brought on

			\$ 11,452 51	
Kilby Hon	To Eastham, Povee & Co. an acct.	\$ 159 05		
✓	Sub. from 10 Oct. 1877 to 7 Mar. 1878, - 4m. 27ds.	3 88	\$ 162 93	
Kilby Hon	To Hamburger Bros. an acct.	39 00		
✓	Sub. from 7 Oct. 1877 to 7 Mar. 1878, - 5m.	97	\$ 39 97	
Kilby Hon	To Anderson, Grandy & Co. an acct.	63 33		
✓	Sub. from 19 Sept. 1877 to 7 Mar. 1878, - 5m. 18ds.	1 76	\$ 65 09	
Kilby Hon	To Newburger & Hochstadters, an acct.	88 50		
✓	Sub. from 3 July 1877 to 7 Mar. 1878, - 8m. 4ds.	3 60	\$ 92 10	
Kilby Hon	To Geo. B. Baines & Sons, an acct.	64 72		
✓	Sub. from 1 Sept. 1877 to 7 Mar. 1878, - 6m. 7ds.	2 02	\$ 66 74	
Kilby Hon	To Throuse, Loeb & Co. an acct.	172 01		
✓	Sub. from 21 Aug. 1877 to 7 Mar. 1878, - 6m. 16ds.	5 64	\$ 177 65	
Kilby Hon	To Morris Bros. an acct.	294 05		
✓	Sub. from 19 Sept. 1877 to 7 Mar. 1878, - 5m. 18ds.	6 96	\$ 301 01	
Kilby Hon	To Adams, Buck & Co. ^{notes &} an acct.	270 97		
✓	Sub. from 3 Oct. 1877 to 7 Mar. 1878, - 5m. 4ds.	12 08	\$ 283 05	
Kilby Hon	To Taylor, Elliott & Watters an acct.	111 92		
✓	Sub. from 7 Mar. 1877 to 7 Mar. 1878, - 1y.	6 71	\$ 118 63	
Kilby Hon	To Carlin & Fulton an acct.	7 54		
✓	Sub. from 23 June 1877 to 7 Mar. 1878, - 8m. 14ds.	30	7 84	
Kilby Hon	To Geo. W. Kittrell an acct.	14 35		
✓	Sub. from 7 Nov. 1877 to 7 Mar. 1878, - 4m.	28	\$ 14 63	
Kilby Hon	To Jacob E. Kelly an acct.	12 30		
✓	Sub. from 7 Dec. 1877 to 7 Mar. 1878, - 3m.	18	\$ 12 48	
✓	To Benjamin Saunders, a Bond	3000 00		
✓	Sub. at 7 per cent from 26 Sept. 1875 to 7 Mar. 1878, - 2y. 5m. 11ds.	513 92	\$ 3513 92	
	carried on		\$ 16,308 55	

	Amount brought on		\$ 16,308 55
h	To Chas. C. Duke a Bond.	\$ 1000 00	
✓	Int. from 6 Aug. 1877 to 7 Mar. 1878. - 7m.	35 00	\$ 1035 00
			\$ 17,343 55
Hayden	To Louchheim Brothers, an acct.	\$ 64 00	
✓ 6	Int. from 22 July 1877 to 7 Mar. 1878. - 7m. 15 ds.	2 40	\$ 66 40
			\$ 17,409 95

The foregoing debts are all of equal dignity and are to be paid pro rata out of the assets of Jas. B. Croflee under an assignment to John R. Kilby Trustee, dated the 25th day of September 1877 and duly recorded, "Exhibit X." filed in said cause.

The debts above reported of \$3513.92 and \$1035.00 due respectively to Benj. Saunders and Chas. C. Duke are secured by liens on real estate, under deeds of Trust, as hereinafter more fully set forth.

The said late firm of Surfleet Brothers are endorser on, and as such are responsible for the payment of, the following negotiable notes of the following named parties, - the same being due and payable to The Commercial Bank of Suffolk, Virginia:

pd.	Charles Hoffman's note for	\$500 00
pd.	Willie H. Jones' bal. of note about,	30 00
pd.	W ^m H. Riddick's note	219 74
pd.	F. M. Caffs' note, bal. about	100 00
pd.	Ro. M. Lardner's note	160 20
pd.	Calvin Brittain's "	100 00
pd.	C. H. Causey's "	75 00
pd.	C. H. Causey's "	70 00
pd.	Duke & Smith's "	155 00
Insolvent	M. N. Cuddeback's note, Int. from 12 Apt. 1877	300 00
Insolvent	Litto's note, Int. from 3. Oct. 1877	387 44
pd.	Sarah & B. B. Lumvilles note	540 00
pd.	Litto's "	260 00
pd.	J. W. Murrelle's "	61 90
Total		\$2959 28

Your Commissioner is of opinion that most of the above indebtedness will be paid by the parties by whom it is due. He is also of opinion that some part, (it may be a considerable part)

of it will not be paid by the parties by whom it is due, In this event, the part unpaid will become a part of the indebtedness of Arflect Brothers by virtue of their endorsements.

Said Bank holds the following Bonds and notes due to Arflect Brothers, pledged there by the latter to secure the payment of said indebtedness at said Bank. so far as they, as endorsers, are liable for payment of the same: to wit;

pd	Geo. W. Briggs'	Bond for	\$	73	00
pd	Ditto's	" "		79	79
pd	Riddick Lassiter's	Bond bal. due		130	00
pd	J. E. Fell's	Bond bal. due		80	00
pd	Thos. W. Babb's	Bond		62	27
pd.	Jas. Riddick's (of W ^m)	Bond.		227	82
Insolvent & suit	A. F. Holladay's	Bond.		162	78
Insolvent & suit	W ^m H. Bassett's & A. Roberts'	"		78	34
pd.	Jas. Q. Speights	"		70	32
Insolvent	Richard F. Wright's	"		55	09
pd	John E. Deussen's	" bal.		50	00
pd	Ditto	Bond		99	10
pd	"	"		52	44
Insolvent & suit	R. K. Pnisbee's	negotiable note		287	00
pd	J. H. Gesner's	bal. of ditto		35	00
				\$	1542 95

Part of these notes & Bonds

are insolvent and cannot be collected. They are ^{all} now in the hands of the attorney of said Bank for collection, and such as can be, will be, collected in due time.

Said James B. Torfleet is endorser on, and as such is responsible for the payment of, the following notes due to said Bank, to wit:

pd.	Calvin Brittain's note for	90 00
pd.	Jos. R. Cornell's " "	130 00
pd.	Sallie W. & Jas. W. Clark's " "	225 00
		<u>\$ 445 00</u>
pd.	And said Jas. B. Torfleet owes said Bank, individually, balance of a note =	473 67
	Total =	<u>\$ 918 67</u>

Said Bank holds the following Bonds and accounts due to said Jas. B. Torfleet and pledged at said Bank as collaterals to secure the above indebtedness of \$918.67 due by himself and

said parties for whom he is underser:		
Insolvent + in Suit	Richard Hoyier's Bond worth	\$ 380 00
pd	Ro. Butler's Jr. " "	65 68
Insolvent	Richard Effes' " bal.	50 00
Insolvent	Frances L. Colvins " "	120 87
pd.	E. L. Ballards " "	169 00
pd	Andrewetta & Jos. W. Ballard's Bond.	40 47
pd	Order on Gates County, N. C.	40 78
pd.	Margaret A. Royster's acct. & order	137 00
Insolvent + suit	W ^m H. Bassett's & A. Roberts' Bond.	139 31
Insolvent + suit	Ditto ditto	74 80
		\$1217 91

These claims too are, for the most part, insolvent and cannot be collected. They are now in the hands of the attorney of said Bank for collection.

Account No. 7.

An Account of the individual property and estate of said Jas. B. Norfleet:

The individual property and estate of said James B. Norfleet consists of the following:

1. A lot or parcel of land on the South side of Washington Street in the Town of Suffolk, Va. on which is located the store house where said Jas. B. Norfleet lately carried on the mercantile business, bounded by the lots or lands of John R. Kiddick, B. W. Hammaford, Wm. Cherry, Wm. H. Jones, Larden & Eley and Jos. P. Webb and said Street, - its value being \$3000.00
2. A $\frac{3}{4}$ fee-simple interest in the house and lot, now occupied by said Jas. B. Norfleet and family (Mrs. E. A. Christie being the owner of the other one-fourth), situated in said Town on the West side of Main Street, and bounded by the lots of Wallace Kilby, Wm. H. Jones and Margaret P. Primer and by said Main Street, -

sed for
\$3746, to
Bunj. Sam-
ders

Set apart as
Jas. B. Nor-
fleets home-
stead

Mrs. Lewis
now dead
16 Aug. 1885

This last named lot is subject to a charge of dower in favor of Mrs. Mary A. Lewis to the amount of \$31.50, payable annually under decree of Court. This being so, and Mrs. E. A. Christie being the owner of $\frac{1}{4}$ of said lot, as above, said Jas. B. Norfleets $\frac{3}{4}$ interest is worth not more than \$800.00

The foregoing lot No. 1. and said Jas. B. Anfleets interest, - $\frac{3}{4}$ of said lot No. 2. - the latter subject to said charge of dower, were both on the 26th. day of September 1871 conveyed to Wilson Anfleet, Trustee, by deed of trust duly recorded to secure to Benjamin Saunders a Bond for \$3000. which is still unpaid and amounts now to \$3573.92 and is still secured by said deed of trust, and is reported above among the debts due by said Jas. B. Anfleet, See Account No. 6 ante.

3. A tract of land containing 67 acres, more or less, in Staunemund County, Va. and sold 13 May 1878 by W. J. Stallings and is subject to the dower of H. Trustee for Martha Holland, widow of John F. Holland, \$115, to Jesse therein, and was conveyed to said Jas. B. E. Holland Anfleet by John R. Kilby, Comr. by deed dated the 15th. day of June 1876 and duly recorded. - being worth subject to said dower. \$100.00

4. One undivided $\frac{1}{3}$ fee-simple interest sold by W. J. H. Trustee for \$350 cash to Mrs. Jesse Parker in the "Parker lot", situated in said Town and County on the East side of Main Street and now occupied by Jesse Parker Sr. and bounded by the lot of Ann Benn (now occupied by Dr. Geo. T. Kilby), the lot of R. C. Wells, a Branch, and said Street, - the value of said $\frac{1}{3}$ interest being \$330.00

Sold on 13
May 1878 by
Jas. T. Duke
Trustee for
\$670. to C
C. Duke

5. A tract of land made up of two adjoining tracts, both containing together 299 acres, more or less, in Hansmann County, Va. and bounded by the lands Thos. Parker, Jonathan Rogers' Estate; the Smith Quay County road, and Kilby's mill pond, its value being - \$1000.00

This tract (No. 5) is subject to a deed of trust executed on the 6th. day of August 1877 by said Jas. B. Anfleeth to Jas. T. Duke Trustee, and duly recorded, to secure to Chas. C. Duke the payment of \$1000. due by Bond and reported above among the debts due by said Jas. B. Anfleeth, See Account No. 6, ante.

6. A number of Bonds, notes and accounts due to Jas. B. Anfleeth and now in the hands of John R. Kilby, Trustee, of said Anfleeth for collection, amounting in the aggregate to about \$12,000, or \$15,000.00 the largest part of which are barred by the statute of limitations and insolvent together, ^{and} cannot be collected.

7. The household and kitchen furniture of said Jas. B. Anfleeth, value \$300.00

The foregoing property represents all the assets of said Jas. B. Anfleeth yet ^{and uncollected} unsold, ^{or not reduced to money}, and is all embraced in the

deed of trust, or assignment, made on the 25th day of September 1877 by said Jas. B. Norfleet to John R. Kilby, Trustee conveying the same to said trustee to be sold, subject to said liens and encumbrances, for the benefit of his creditors equally. The Bonds &c., mentioned above, as pledged at The Commercial Bank as collateral security and due to Jas. B. Norfleet are also embraced in this last named deed of trust, subject to the claim thereon of said Bank.

The following property was also embraced in said last named deed of trust and has since been sold by the trustee and the proceeds of the sale have been accounted for in his account No. 3 ante; to wit: one horse, buggy and harness, 14 head of cattle, a stock of goods, wares and merchandise, some store furniture, and lumber, staves, heading, shingles and planks, and a cart, wheels & gear.

The said Jas. B. Norfleet having given notice in said deed of trust of 25th, September 1877 of his intention to claim the benefit of his Homestead Exemption, has since declared by deed his said intention. - which deed has been duly

recorded and sets apart the following property as his Homestead Exemption:

1. His $\frac{3}{4}$ interest in the house and lot above described Account No. 7, Section 2, subject to the incumbrances therein valuing his interest therein as above at \$800.
 2. All his household and kitchen furniture, and chattel estate in said premises & in said house and lot above-mentioned, Account No. 7, Section 7, and valued at \$300.00
 3. The sum of two hundred and ten dollars, now in his possession, retained by him to be included in and as a part of his homestead exemption = \$210.00
 4. A silver watch for which he paid \$10. and a gold one for which he paid \$75, twenty years ago & now valued at \$40. total = \$50.00
 5. The sum of six hundred and forty dollars of, and to be paid to him out of the sum of \$4063.00 now in the hands of John R. Kilby, his Trustee as per Account No. 3 ante = \$640.00
- Total \$2000.00

Account No. 8

An Account of the Partnership assets,
real and personal estate, of said late
firm of Croflee Brothers.

1. A tract of land, containing 90 acres, more or less, within the corporate limits of the Town of Suffolk, Va. and bounded by Wellons Street, the Atlantic Mississippi & Ohio Railroad, Sycamore Street, the lands of Amos Harcey, Thos. W. Smith and Wm. Cherry and by Jackson Avenue, the same having been divided into 80 or more lots convenient for sale & building purposes, the fee-simple value of the whole tract being \$1000.00
2. A tract of land containing 101 acres, more or less in Holy Beck District, Fauquier County, Va. within one mile of Suffolk, Va. and bounded by Kilby's mill pond, said Railroad, the lands of C. W. Grayson and Jacob Lawshe, and by said Wellons Street & by Amherst County road, its fee-simple value being \$500.00
3. A tract of land containing 34 acres, more or less, on the East side of Amherst Road in said County and near the Town of Suffolk, Va. and bounded as fully described in the assignment to Chas. C. Withers, Trustee, made on the 2nd. day

Sold to J.
W. Smith

of October 1877 and referred to above as Exhibit Y. in this cause, - being tract No. 4 therein described, its fee simple value being, \$500.00

4. A tract of land containing 10 acres, more or less, in said county, bounded by the lands of Jason Skeeter and H. Brothers and valued at \$40.00

5. A tract of land containing 48 acres, more or less, on the East side of said Amertun road in Cypress District in said County, and bounded as described in a deed from Thomas Gigg's wife conveying the same to H. E. Amite & Wilson Corflect by whom it was afterwards conveyed to Corflect Brothers, who own the whole of it, and not simply one-half as set forth in said Exhibit Y. or assignment to A. C. Withers, Trustee; The same being valued at \$700.00

This last named tract is subject to the lien of a deed of trust, in which Peter B. Prentiss is Trustee, giving to secure to Thomas Gigg's the sum of \$1480.00, being a debt now due by said Corflect Brothers and referred to above, Account No. 5, as part of the debts due by

sold for
\$800

them as set forth in said account No. 5.
6. A number of Bonds, Notes and
accounts due to said Norfleet
Brothers and now in the hands of
A. C. Withers, Trustee, of said Norfleet
Brothers, for collection, amounting in
the aggregate to about \$20,000.00
most of which are barred by the
statute of limitations and are
insolvent together and will hardly
be collected.

The last foregoing list of property con-
sists, all the assets of Norfleet Brothers
^{not yet reduced to money}
the same being embraced in the
Assignment above referred to, to
A. C. Withers, Trustee.

Respectfully submitted

Wilbur J. Kilby
Counr.

Commissioner's fee \$100.

The Plaintiff by his counsel excepts
to so much of Account No 2 of this
report as allows to Saml. C. Koxford
a commission of 5% on the sum of
\$15,040.62, collected by him as surviving
partner, amounting to \$752.03, and the
plaintiff insists that the said charge of
commission should be disallowed.

April 10. 1878.

A.C. Witherby admr.
by Robert Walker
attys.

Fleet's Adm.

is } chy.

Fleet & als.

Commissioner's Report
of debts and assets
of

1 April 1878

No. 1

Confirmed 11 Oct. 1878

1878. April 12: Filed
at

Jackson Avenue

1	22	23	24	25	26	27	28	29	58
2									59
3									60
4									61
5									62
6									63
7									64
8	30	31	32	33	34	35	36	37	65

Smith Avenue

9	38	39	40	41	42	43	44	45	66
10									67
11									68
12									69
13									70
14									71
15									72
16	46	47	48	49	50	51	52	53	73

Smith Avenue

74	75	76	77	78	79
					80
82					81
83					
84					
				86	
85					

Wilson Avenue

17	54	55	56	57
18				A. R. P. 1. 0. 5
19				
20				
21				

N. & P. R. R. - -