

1886-005

Nansemond Co (Suffolk)

Chancery Causes: Haas & Aronheim et al vs William H. Pierce et al

Folder 1 of 2

Sherrick, [T.R. Cooke & Co], Williams Bros, Seldner, [D.W. Todd Jr & Co], J+E Mahoney, [J.B. Jeffress & Co],

[Watters & Martin], Baker, Eley, [R.M. Jones & Co], Darden & Eley, J.H. Bigbie & Co,

Mayer, Straus & Co, Mayer, Sons & Co, R.L. Brewer & Son, Gibson, [Sickel, Hellen & Co],

Robert Hough & Sons, J.R. Shields & Co, Young, Anderson, [McNeal, Gunn & Co],

Robert Portner Brewing Co, [McAnge & Lassiter], Wright, Rawls, Obendorfer & Co,

G & R Berrett, [Riddick Brinkley & Co], T.A. Williams & Co,

H & G Williams & Co, Hamburger Bros, B.D. Booth & Co, Cousey,

Robinson, Lane & Co, Ellis, Shelton, R.W. Jones & Co, Lassiter,

Darden, Jones, Cohoon, Cherry, Tebo, Steward & Munt

Bright 181

Chaucery Papers.

Heas & Weinheim Sal

against

William H. Pierce Sal

Chy. Notes

premises, and by the aid of a Court of Chancery,
they pray that the said Wm H. Pierce & Mary E.
Pierce his wife, Julius Sherrick, Wm S. Tebo, an
infant under the age of Twenty one years, W. W
McAuge & C. B. Lassiter, partners trading under
the name of McAuge & Lassiter, ^{and C. B. Lassiter} may all be
made parties Defendant to this bill & required to
answer the same on oath fully & particularly,
(the said infant by a guardian ad litem to be assigned
him); that the said Sale of the Stock of goods to
Julius Sherrick, and the Conveyances to Wm. S.
Tebo and Mary E. Pierce may all be set aside
as fraudulent and void, and the property thereby
conveyed or pretended to be may be subjected
to the claims of Your Orators for the debts due
them; that an injunction may be awarded
to Your Orators against the said Wm H. Pierce
and Julius Sherrick enjoining & restraining
them, their agents or attorneys, and any person
for them from further disposing of the said
Stock of goods and other articles in Store Shop
as No 10, on Main St in Suffolk Va, or in any wise
interfering therewith; and that this Court will
appoint a Receiver to take charge and dispose
of the said Stock of goods, under the orders of
the Court, and apply the proceeds thereof to pay-
ment of Your Orators claims. That the said
McAuge & Lassiter may also be Enjoined and re-

strained from paying to the said Wm H. Pierce the
notes given by them in payment for the stock
of goods purchased by them from said Wm
H. Pierce, and be required to deposit the same, as
the said notes may mature, in the Farmers'
Bank of Haverwood, to the credit of this Court
in this Cause, to be held subject to the further
order of the Court herein. And that these
Orators may have such other, further & special
relief as the nature of their Cause may require
or to Equity may seem meet, and these Orators
will ever pray &c.

Geo. H. Wright atty for
Complainants.

Haverwood County - to wit:

I Geo. H. Wright a So.

lary Public for the County of Haverwood, do certi-
fy that M. Haas, one of the Complainants in the
foregoing Bill of Complaint, this day personally
appeared before me & made & oath that the statements
contained in said bill, so far as made of his own knowl-
edge, are true, and so far as made on knowledge or in-
formation derived from others, he believes them to
be true.

Given under my hand this 16th day of Febru-
ary 1886.

Geo. H. Wright J. P.

On the motion of the Plaintiffs an injunction is awarded them according to the prayer of their petition, and the said Wm H. Pierce, and Julius Sherrick, their agents or attorneys are restrained from further selling or disposing of the stock of goods in the store, lately occupied by said Wm H. Pierce, known as No 10, or removing any part of said goods from said store. And application having been made for the appointment of a Receiver the Court doth further adjudge, order and decree, that this cause be continued for further hearing upon that application until the 26th day of February 1886, when said application will be heard and considered, and notice of the same shall be given to all the parties interested in said application.

But the order awarding the injunction shall not take effect until the Plaintiffs or some one for them shall execute, before the clerk of the Circuit Court of Baltimore County, a bond with security approved by said clerk, in a penalty of \$3000⁰⁰ and conditioned to pay all such costs and damages as may be awarded against them by reason of granting this injunction.

Geo. V. Blod.

2nd Jy 86

Wright. p. 9
Hans & Arnheim Sal:
to } Bell
Wm. H. Pierce Sal:

Kaus and Co.

To Hon Geo Blow Judge of the Circuit Court
of Anne Arundel County.

Complaining, show unto Your Honor, Your Orators
M. Haas and A. Arouheim, parties in trade under the
name of Haas & Arouheim; B. E. Oberndorfer trading as
Oberndorfer & Co; G. H. Barrett & R. H. Barrett, parties in trade
under the name of G. H. Barrett; J. B. Richard, A. Binkley
& Nathl. Beamon, parties in trade under the name of Rich-
ard, Binkley & Co; J. A. Williams, trading under the
name of J. A. Williams & Co; H. G. Williams, trading
under the name of H. G. Williams & Co; S. Hamburger &

^{parties} ~~Hamburger~~ trading under the name of Ham-
burger Bros; that Wm N. Pierce of the Town of Suff-
olk, who has been trading with Your orators for some

months past, is indebted to Your orators as follows:

to Haas & Arouheim \$60 $\frac{32}{100}$; to Oberndorfer & Co \$111 $\frac{00}{100}$;
to G. H. Barrett \$196 $\frac{99}{100}$; to Richard Binkley & Co \$342 $\frac{72}{100}$;
to J. A. Williams & Co \$180 $\frac{00}{100}$; to H. G. Williams & Co \$21 $\frac{95}{100}$
and to ^{to B. D. Booth & Co \$65 $\frac{00}{100}$} ~~Hamburger Bros~~ \$40 $\frac{00}{100}$ * That the said Wm. N.

* Pierce has been buying property in the Town of Suffolk,
and representing it as his own, thereby making use
of it for the purpose of gaining credit, and has
now business on a large scale, conducting two
stores in the said Town, and has had credit from Your
Orators and sundry other parties based upon the
business conducted by him and the property pur-
chased and improved by him. That some time in
the latter part of 1885 or early in the year 1886, the said

Wm H. Pierce sold out his stock of Goods in one of his stores to W. H. McGeer & Ch. Lassiter, now trading at the said store under the name of McGeer & Lassiter, & took from them notes, on long credit in payment for said stock, the said Wm H. Pierce alleging that he wished to confine his personal attention to the other store conducted by him, and has been, since that time regularly conducting business there buying large stocks of goods, many of them upon a credit, and even received goods in said store ^{purchased on credit} from some of John Oatons, ~~from~~ the day preceding the pretended sale of the stock therein, herein after alleged.

That being so incited as aforesaid and having secured the goods from John Oatons upon representations of his successful business and on the faith of property acquired by him, the said Wm H. Pierce, did on the 11th day of February 1886, pretend to sell out the stock of goods in said store to one Julius Sheenich, who is now in possession, claiming to have paid cash for said stock and is selling and disposing of the said stock; ^{a copy of the bill of sale being herewith filed marked "A"} said Sheenich has been for more than a year an Employee of said Wm H. Pierce on a small salary, and has not accumulated any money had no money and no means of acquiring any money, save the very small salary paid by his Employer; the said stock of goods amounts, as John Oatons believe to at least \$2500.00, and a schedule filed by said Pierce shows and incites by him of

received there \$300.⁰⁰; and your Orators allege and believe that said alleged sale to Julius Sheenich, is a gross fraud upon them, and made with intent to hinder, delay and defraud them; they are advised and believe & therefore allege that said Julius Sheenich has not paid for said stock of goods, any thing whatever, that he has had no money with which to pay for it, and that under a secret understanding with said Pierce he is holding the said stock and disposing of the same for the benefit of said Pierce, and that your Orators are entitled to have said sale set aside, and the said stock of goods subjected to the payment of your Orators' debts.

And your Orators further say that by Deed dated the 12th day of January and admitted to record the 11th day of February 1886, the said Wm H Pierce and Mary E. his wife, pretended to convey to one Wm S. Tebo certain Real Estate in the Town of Suffolk, for a consideration of five dollars and natural love and affection, a copy of said Deed being herewith filed as part of this bill and marked "B."; that on the 12th day of January 1886, by Deed recorded the 25th day of January the said Pierce conveyed to Mary E. Pierce, his wife, certain other Real Estate, in consideration of \$5⁰⁰ & natural love and affection & her relinquishment of interest in other Real Estate, a copy of said Deed being herewith filed marked "C", as part of this bill; that on the same day he conveyed to Mary E. Pierce his wife, for a like consideration, certain other property in

the Town of Suffolk, a copy of said Deed being filed
herewith marked "D", as part of this bill; and on
the same day the said Wm. H. Pierce conveyed still
other Real Estate in the Town of Suffolk to Mary
E. Pierce his wife, for a consideration named in
said Deed, of \$250⁰⁰, a copy thereof being also
filed herewith marked "E". And your Orators
allege that at the time of making said convey-
ances the said Wm. H. Pierce was indebted to them,
and that said conveyances are without consid-
eration deemed valid in law, and were made
with intent to hinder and delay and defeat your
your Orators and all other Creditors of the said
Wm. H. Pierce & are therefore null & void.

And on the 10th day of February 1886, the said Wm.
H. Pierce conveyed to Chas. Cursey Trustee, all his
chattel Estate, consisting of notes, bonds and
accounts due him in his business, for the bene-
fit of his creditors named in said Deed, a copy
thereof being herewith filed marked "F". Now
your Orators say that having attempted to dis-
pose of all his property in such way that their
claims may not be made out of it, and the said
Wm. H. Pierce may still enjoy the use & profit of
it, he has generously conveyed for their benefit
a lot of accounts, notes &c, which he himself has
been unable to collect,

X And as your Orators are without remedy in the

relief as the nature of this case may re-
quire or to Equity may seem meet -
And your Obedience will ever remain &c.

Yours H. Wright p. q.

Corporation of Norfolk City to wit:

J. A. B.

I, Edward a Notary Public for the Corpora-
tion aforesaid do certify that R. Brown
being one of the complainants
in the above Bill personally appeared
before me in my said City & made oath
that the Statements contained therein
are true to the best of his knowledge
information & belief.

Given under my hand this 5th Day of
March 1886.

W. B. Selover, N. P.

Wright P. 9.

Has - Monks - als

is } In Chancery

Wm. H. Pierce als

Will -

Hauserman Circuit Court

To How the Blow, Judges of the Circuit Court of
Massachusetts County.

Complaining, show unto

Your Honor, Your Orators M. Haas & Associates
partners trading under the name of Haas & Associates,
B. E. Obendorf, trading as Obendorf & Co, G. H. Bar-
rett & R. H. Barrett, partners in trade under the name
of G. & R. Barrett, J. M. Reddick, A. B. Kirkley and A.
Beaman, partners in trade under the name of Red-
dick, Kirkley & Co, J. A. Williams, trading as J. A. Williams
& Co, H. G. Williams trading as H. G. Williams & Co, J.
Hambroge & H. Hambroge partners trading under
the name of Hambroge Bros, B. D. Booth trading as
B. D. Booth & Co, that when H. Pierce of the Town of Suff-
olk, who has been trading with Your Orators for some
months past, is indebted to your Orators as follows:
to Haas & Associates \$60⁸², to Obendorf & Co \$111⁴⁰/₁₀₀
to G. & R. Barrett \$196⁷⁹/₁₀₀, to Reddick, Kirkley & Co \$342⁷²/₁₀₀
to J. A. Williams & Co \$180⁰⁰, to H. G. Williams & Co \$21⁹⁵/₁₀₀
to Hambroge Bros \$40⁷⁷/₁₀₀ and to B. D. Booth & Co \$63⁰⁰/₁₀₀,
all of said accounts bearing interest from their date-
rity, copies of said accounts & notes being filed herewith
as part of this Bill, That said Pierce has been buying
and improving property in the Town of Suffolk, rep-
resenting it as his own and gaining credit upon the
faith of it, and has been conducting a large busi-
ness, at two stores, and has had credit from Your
Orators and sundry other parties based upon his
business and property. That some time in the
latter part of the year 1885 or early part of 1886 the said
Pierce sold out his stock of goods in one of his stores to
M. H. McGeer & Co. Lassiter, partners trading under

the name of M^r McCoy & Lassiter, and took from them
in payment notes running through a period of four
years, without interest and without Security; there-
after gave his personal attention to his Store known as
No 10, at which he has been regularly conducting bus-
iness since that time, and buying large stocks of goods,
and purchased goods on his own credit the day prece-
ding his sale of the stock therein to one Julius She-
rich.

That being so indebted as aforesaid to one Orelais, and
having secured credit upon representations of his
successful business and on the faith of his
specie, the said Pierce, on the 10th day of Feb 1886
made a Bill of Sale to Julius Sherich, of the Stock
in his Store known as No 10, for an alleged consid-
eration of \$1500⁰⁰, & claimed to have received the
cash therefor, but one Orelais alleges that no con-
sideration whatever passed from said Sherich
to said Pierce therefor, and that said Sherich has
been notoriously insolvent and has had no prop-
erty whatever, with which to make such purchase;
that no money was taken of the Stock, and that
it is not worth the alleged consideration of said Bill
of Sale, and one Orelais also says that by deed dat-
ed the 12th day of January & recorded the 11th day of Feb
1886, said Wm H. Pierce & Mary E. Pierce his wife con-
veyed to M. S. Lebo, an infant, under the age of twenty
one years certain Real Estate in the Town of Leef.
fork; that by deed dated Jan 12th & recorded Jan
25th 1886, said Wm H. Pierce conveyed to Mary E.
Pierce his wife, certain other Real Estate in said
Town, and on the same day by still another deed

he conveyed to said Mary E. Pierce his wife certain other Real Estate in said Town, and on the same day, by a third deed he conveyed another lot of Real Estate to his said wife, copies of all of said Deeds being herewith filed as part of this Bill & marked respectively "A", "B", "C", "D" & "E". And your Orators are advised and believe & therefore allege that the Considerations recited in said Deeds are not valid in law, and that the Bill of Sale and said Deeds were all made with intent to hinder delay and defeat your Orators in the Collection of their claims, and that they are entitled to have the same set aside as null and void and the property covered thereby subjected to the payment of the debts due by said Pierce. And your Orators further allege that on the 10th day of February 1886, the said Wm. H. Pierce conveyed to C. H. Causey Trustee, certain property named therein, in trust for the benefit of his creditors, a schedule of his creditors being filed with said Deed, & a copy of the Deed filed herewith as part of this Bill marked "F"; but your Orators say that the assets conveyed by said last named Deed are notoriously insufficient for the payment of the debts due by said Pierce & consist chiefly of notes, bonds & open accounts against parties from whom said Pierce has been unable to make collections, and many of them will not be due for several years and may prove utterly worthless.

In hinder consideration of which, & for as much as your Orators are without remedy in the prem.

ises, save by the aid of a Court of Chancery, Your Ora-
tor prays that said Wm H. Pierce, & Mary E. Pierce
his wife, Julius Sheenick, Wm S. Tebo, an infant,
W. H. M^r Hugo & C^t H. Lassiter, as parties trading and
in the name of M^r Hugo & Lassiter, and as indi-
viduals, & C^t H. Causey Trustee, may all be made
parties Defendant to this Bill & required to ac-
cuse the same on oath, fully and particularly
(the said infant by a Guardian ad litem); that
an account may be taken of the debts due by
said Wm H. Pierce, and also of his assets,
Real and personal; that the said Sale of the
Stock of goods to Julius Sheenick, the conveyances
to W. S. Tebo and Mary E. Pierce may all be
set aside as fraudulent and void and the prop-
erty thereby conveyed be subjected to the payment
of Your Orator's claims; that an injunction
may be awarded Your Orator against said
Wm H. Pierce and Julius Sheenick ^{& C^t H. Causey Trustee}, their agents
attorneys & all other persons, enjoining and
restraining them from disposing of, selling
or removing any portion of the Stock of goods
in Store known as No 10, conveyed by said Bill of
Sale, or in any way disposing of a fund in the
Farmers' Bank of Braintree, to the Credit
of this cause and deposited by the said Sheenick,
and that a Receiver may be appointed to
take charge of said Stock of goods and dispose
of the same under the Order of this Court and
apply the proceeds thereof to the payment of
Your Orator's claims, And that Your Orator
may have such other, further & general

Virginia—

In the Circuit Court of the County of Hanover
The demurrer of William H. Pierce and others to
the bill of Complaint exhibited in this Court by
M. Haas and A. Aronheim, partners trading under the name of
Haas & Aronheim, Oberlander & Co., G. & R. Barnett, J. A. Williams &
and others against them.

These defendants by protestation, not confessing
or acknowledging all or any of the matters and
things in the said bill of Complaint contain-
ed to be true, in manner and form as the
same are therein set forth do demur to the
said bill, and for cause of demurrer show
that it appears by the Complainants own
showing that C. H. Causey trustee therein nam-
ed is a necessary party to the said bill in-
asmuch as it is therein stated "that on the 10th
" day of February, 1886 the said William H. Pierce
" conveyed to said C. H. Causey, all his chattel
" estate consisting of notes, bonds and ac-
" counts due him in his business for the
" benefit of his creditors named in said deed
" a copy thereof being herewith filed marked ^{Maple} ~~H.~~
and in said deed said trustee is directed to
realize the assets and pay all the creditors of
said William H. Pierce; but yet the said
Complainants have not made the said C. H.
Causey trustee, a party to the said bill.

Wherefore, and for other good causes of de-
murrer appearing in the said bill the de-
fendants do demur thereto and pray the
judgment of this honorable Court whether they
shall be compelled to make any further or

other answer to the Said bill and they hum-
bly pray to be hence dismissed with their
reasonable costs in this behalf sustained

Officary p. 8

~~A BILL~~

Price Val

to J. Deane

Haar-voeten

Ham & al
vs
Purch & al

85.00
57.50
27.50

4.250

5000
1500
6500

10.000

5000
1500
3500
6500

1886. March 5-

In vacation
To the Clerk of the
Circuit Court of
Hammel County

To be entered

Geo. B. Snow


Enter -
Chy. order Book
No. 1. page 15-

Hans & others

Plffs

vs

Pierce & others

Defts

This case came on to be heard on
the Bill of the Complainants and
on the demurrer of the ~~Plaintiffs~~^{to said bill}
and was argued by Counsel.

On consideration whereof the Court
sustain the ^{defendants} demurrer
and doth adjudge order and de-
clare that said bill be dismissed
and the injunction heretofore
granted be dissolved and
that the said plaintiffs pay
to the defendants their costs
by them in this behalf sus-
tained.

In vacation -

To the Clerk of the Cir: Ct: of Howard Co.

Know all men, by these presents, that I, William
H. Pierce, of the Town of Suffolk, in the County of
Hanseman, and State of Virginia, in Consideration of
the sum of Fifteen Hundred Dollars, do hereby bargain,
sell, transfer and deliver unto Julius Sheridan, of
the aforesaid Town of Suffolk, all of the Stock of
goods, wares, merchandise, liquors, ^{Bar Room} fixtures, ~~and~~ furniture,
restaurant fixtures and furniture, now in the Store house
occupied by said Pierce, at the Corner of Main and
1st Cross Streets, in said Town of Suffolk, and
Commonly known as "No. 10", and, I, the said
W. H. Pierce, do also transfer to the said Julius
Sheridan, all my right, title and interest in and
to all the property now in said Store house, if any,
not enumerated above, free from me and my assigns, to
him or his assigns, forever.

Witness my hand and seal, this 10th day of
February, 1886.

W. H. Pierce. 

In the Clerk's Office of Hanseman County Court, the 11th
day of February, 1886.

This Bill of Sale was presented and acknowledged
by William H. Pierce, and thereupon admitted to record.

Teste

Peter B. Peattie, Clerk

W Copy

Teste

Peter B. Peattie, Clerk

William H. Pierce

To & Copy Bill of Sale

Julius Shenick

"a"

This Deed, MADE this, the 12th day of January
in the year eighteen hundred and eighty-^{Six}, between William H. Pierce and
Mary E. his wife

of the Town of Suffolk & County of Nansemond, in the State of Virginia,
of the first part, and William S. Tebo, of the same place

of the second part,

WITNESSETH, That in consideration of the sum of five dollars, and of the natural
love and affection they have and bear for the said William S. Tebo, ~~dollars, the said~~
~~subject to the limitations hereinafter named~~, the said W. H. Pierce and wife
do grant, with general warranty, unto the said William S. Tebo, subject to the
limitations hereinafter named,

the following property, to wit: All that portion of the land purchased from
J. W. Smith and wife, on the 19th day of January, 1884, by Deed, duly
recorded, bounded on the North, by that part of said Smith lot not
herein conveyed; on the East, by Main Street; on the South, by 1st
Cross Street; and on the West, by the lot of Charles Cowley. The
land, herein conveyed, now has upon it, three small dwelling houses
fronting on 1st Cross Street, and a large, two story frame building
fronting on Main Street, and now occupied by said W. H. Pierce, in
the conduct of a general grocery and liquor business, and is
known as "No. 10." But said property is conveyed, subject to
two liens, created by Deeds of Trust: one in favor of John R. Cleveland
for the sum of One thousand dollars; the other, in favor of the Farmers
Bank of Nansemond for the sum of Five hundred dollars: both of
which are to be fully paid off before the said Tebo can claim
any of the rents and profits of said property. The said Pierce

reserves the right to use and occupy the Store House for the period of ten years from this date, if he shall so desire; and to exercise a general superintendence in said property, till the fences are laid off. It is expressly stated, that the aforesaid property is conveyed to said William S. Tebo, for and during the term of his natural life, and after his death, shall revert to said William H. Pierce or his heirs; or to whomsoever he may elect to devise said property, by last Will and Testament, after the death of said William S. Tebo, together with all and singular the appurtenances belonging to the same.

The said *William H. Pierce*

covenants that he is seised in fee of the said land that he has the right to convey the said land to the grantee; that the grantee shall have quiet possession of the said land free from all encumbrances; that he, the said party of the first part, will execute such further assurances of the said land as may be requisite; and that he has done no act to encumber the said land, save as hereinbefore mentioned.

Witness the following signatures and seals the day and year first above written:

W. H. Pierce

SEAL.

Mary E. Pierce

SEAL.

State of Virginia,

COUNTY OF *Nansemond*

To wit:

I, *Peter B. Prentiss*, a Commissioner in Chancery, *of the Circuit Court*, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that *Mary E. Pierce*,

the wife of *William H. Pierce*, whose names are

signed to the writing above, bearing date the *12th* day of *January*, 1886,

personally appeared before me, in the county aforesaid, and being duly examined by me privily and

apart from her husband, and having the writing aforesaid fully explained to her, she, the said *Mary E. Pierce*

acknowledged the said writing to be her act, and declared that she had willingly executed the same,

and does not wish to retract it.

Given under my hand this *25th* day of *January* AD, 1886.

Peter B. Prentiss

NOTARY PUBLIC.

Comm'r in Chy

State of Virginia,

COUNTY OF *Nansemond*

To wit:

I, *Peter B. Prentiss*, a Commissioner in Chancery, *of the Circuit Court*, a Notary Public in and for the said county, in the State of Virginia, do certify that *William H. Pierce*

whose name *is* signed to the writing above, bearing date the *12th* day of *January*

1886, has acknowledged the same before me in the county aforesaid.

Given under my hand this *25th* day of *January* AD, 1886.

Peter B. Prentiss

NOTARY PUBLIC.

Comm'r in Chy

*In The Clerk's Office of Nansemond County Court, the 11th day of February, 1886.
This Deed was presented with the certificates annexed and*

admitted to record.

Teste:

Peter B. Prentiss, Clerk.

A Copy:

Teste:

Peter B. Prentiss, Clerk.

William H. Pierce & wife
To J. C. Wood
William S. Tebo

"13"

This Deed, made the 12th day of January in the year of our Lord one thousand eight hundred and eighty-^{six} between William H. Pierce, of the Town of Suffolk

of the county of *Nauvoo*, and State of Virginia, of the one part, and *Mary E. Pierce his wife* of the Town of *Suffolk*

of the county of *Nauvoo* and State of *Virginia*, of the other part, witnesseth: That the said *William H. Pierce*, in consideration of the sum of five dollars, of Natural Love and affection, and of her relinquishment of dower, in hand, this day conveyed to *William S. Tobo*

in consideration of the sum of *five* dollars, does grant with general warranty, unto the said *Mary E. Pierce* for and during the term of her natural life

and to ~~heirs and assigns forever~~, the following real estate, to wit: *The residue of the land purchased from Thomas W. Smith and wife, on the 19th day of January, 1884, by deed duly recorded and bounded as follows: on the North, by the other land this day conveyed to Mary E. Pierce, and on which said Pierce and wife now reside; on the East, by the Main Street of the Town of Suffolk; on the South, by the land this day conveyed to William S. Tobo, and on the West, by the lot of Charles Cowling; and said land herein conveyed, now has upon it two new frame dwellings, fronting on Main Street.*

But this land is conveyed, subject to two liens, created by deeds of trust, duly recorded, one, in favor of *John R. Copeland* for the sum of One thousand dollars - the other, in favor of the *Farmers Bank of Nauvoo* for the sum of *five* hundred dollars, which are to be fully paid off and discharged

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

And the said *William H. Pierce*

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 ^{save as above mentioned} the said land; and that *he* will execute such further assurances of the said land as may be requisite.

Witness the following signature and seal:

W. H. Pierce



WITNESSES:

In the Clerk's Office of Nauvoo County Court, the 25th day of January, 1886. This Deed was presented and acknowledged by William H. Pierce, and therefore admitted to record.

Teste: Peter B. Pentecost, Clerk

A Copy Teste: Peter B. Pentecost, Clerk

Xnd

William H. Pierce

To & Copy Read

Mary E. Pierce



"C"

This Deed, made the 12th day of January in the year of our Lord one thousand eight hundred and eighty. *Six* between *William H. Pierce,* of the Town of Suffolk

of the county of *Norfolk*, and State of Virginia, of the one part, and *Mary E. Pierce* ~~XX~~, the wife of said *William H. Pierce*, of the same place

of the county of _____ and State of _____ of the other part, witnesseth: That the said *William H. Pierce* in consideration of the sum of five dollars and the relinquishment of the right of *Reversion* in the other lands of said *Pierce*, and of the natural love and affection, he has and bears for the said *Mary E. Pierce*

in consideration of the sum of _____ does grant with general warranty, unto the said *Mary E. Pierce* for and during the term of her natural life, the following property, to wit: all of his, the said *William H. Pierce's* right, title and interest, in and to an undivided one half interest, in and to

~~and to~~ heirs and assigns forever, the following real estate, to wit: all that certain lot, piece or parcel of land, situate, lying and being on the west side of Main Street, in the old or lower part of the Town of Suffolk, bounded by Main Street, and fronting thereon, nearly two and a half (92½) feet; on the North, by a lane separating the lot of land hereby conveyed from the lot of *Stewart Reddick* and running back or west, one hundred and thirty-two (132) feet, to a street or lane; on the West, by the lands of *Everett Jones* and *Wm. Charity*, and running along their lines, ninety-eight (98) feet; and on the South, by the lot of *Thomas W. Smith*, running along his line one hundred and thirty-two (132) feet to the said Main Street; it being the same lot upon which the said *William H. Pierce* resides, and on which is also located a store house at present occupied, under lease, by *W. H. McAnge* and *C. V. Lapsley*; and is the same property conveyed by said *Wm. H. Pierce*, on the 24th day of September, 1883, to the said *Mary E. Pierce* and *William H. Pierce*, their son and only child - and the said *William H. Pierce*, their son, having departed this life, and under the laws of Virginia, the said *William H. Pierce* having become the heir of his son, now conveys his interest therein to his said wife, for the term of her natural life, free from his control or power to interfere therewith, so long as she shall live; subject only to the lease of *McAnge & Lapsley*.

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

And the said *William H. Pierce*

covenant 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 signature and seal :

W. H. Pierce



WITNESSES:

In the Clerk's Office of Norfolk County Court, the 25th day of January, 1886. This deed was presented and acknowledged by *William H. Pierce*, and thereupon admitted to record.

Teste: *Peter B. Prentiss, Clerk*
A Copy: Teste: *Peter B. Prentiss, Clerk*

William H. Pierce

XVII

To Copy Book

Mary E. Pierce.

"D"

This Deed, made the 12th day of January in the year of
our Lord one thousand eight hundred and eighty. Six. between William H. Pierce, of
the Town of Suffolk

of the county of Hanseman, and State of Virginia, of the one part, and

Mary E. Pierce of the Town of Suffolk,

of the county of Hanseman and State of Virginia
of the other part, witnesseth: That the said William H. Pierce

in consideration of the sum of Two hundred and fifty dollars
does grant with general warranty, unto the said Mary E. Pierce

and to her heirs and assigns forever, the following real estate, to wit: a small lot or parcel
of land, situate in the Town of Suffolk, and bounded as follows:
on the East by Church Street, South by Sumville's Lane, West by
the lot of Harrison Roberts and North by the lot of Edmund
Bailey. Said lot, fronts on Church Street, the space of thirty-seven
feet, and on Sumville's Lane, eighty feet, and was purchased
from Edmund Bailey, by deed, duly recorded, in the Clerk's Office
of Hanseman County Court

(The said grantee, Mary E. Pierce, is the wife of the grantor -
and the purchase price has been paid, by the rents due
her, under the deed, made to her and duly recorded in the
Clerk's Office of Hanseman County Court, for the lot in which
said Pierce now resides, and also, the store house and lot,
now occupied by McHugh & Lapsiter)

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

And the said William H. Pierce

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 signature and seal :

W. H. Pierce



WITNESSES:

In the Clerk's Office of Hanseman County Court the 25th day of January, 1886
This Deed was presented and acknowledged by William H. Pierce, and thereupon
admitted to record

Teste: Peter B. Prentiss, Clerk.

A Copy: Teste: Peter B. Prentiss, Clerk.

1114
William H. Pierce

To { Copy Book

Mary E. Pierce

"E"

This Deed, made this 10th day of February 1886.
 between William H. Pierce of the Town of Suffolk, in
 the County of Sanson, in the State of Virginia,
 of the one part, and C. H. Causey, chosen as trustee for
 the purposes hereinafter named of the other part, the
 said C. H. Causey, trustee, being also a resident of
 said town of Suffolk, witnesseth: that the said
 William H. Pierce does hereby assign, Transfer and
 set over unto C. H. Causey trustee, aforesaid, all of his,
 the said Pierce's Chattel property of every kind, char-
 acter and description whatever, consisting of Notes,
 Bonds, open accounts and all other evidences of debt
 now owned by, belonging to, or in which the said
 William H. Pierce possesses any interest, In trust,
 to secure all the debt due, or to become due, by the
 said Pierce to the following Creditors, to wit:

- x R. P. Bailey & Co \$24.50 - Open Account
- Seckel, Nelson & Co \$246.25 - by Note
- + W. H. Brown & Bros. \$27.96 Open account.
- + L. Common & Co \$37.21 Do.
- + Smith, Hannaway & Co \$21.25 "
- + R. T. Mules \$15.58 "
- + J. & E. Mahoney \$204.35 "
- + J. Smith \$86.77 - by Note
- + B. D. Booth \$63.00 open Account.
- + J. B. Jeffries & Co \$220.45 Do.
- + Walters & Martin \$27.50 "
- + Oberndorff & Co \$110.40 "
- + J. A. Williams & Co \$180.00 by Note
- + Jones & Caverson & Son \$70.00 Open Account.
- + W. G. Williams \$21.20 Open Account.
- + J. R. Cook & Co \$74.78 Do.

Alfred C. Gelson	\$ 80.50.	"
Riddick, Brunkley & Co	\$ 327.63	"
Robert Portner	\$ 37.75	"
+ Dolan & Maloney	\$ 10.00	"
Williams & Bros	\$ 60.53	"
+ C. W. King	\$ 21.73	"
+ James Reid & Co.	\$ 48.91	"
Naess & Cronheim	\$ 58.12	"
G & R. Barrin	\$ 195.02	"
R. M. Jones & Co	\$ 220.45	"
+ G. N. Davis	\$ 11.50.	"
John R. Thietes	\$ 74.50	"
Robert Hough & Son	\$ 93.12	"
L. W. Sedner	\$ 75.38	"
Mayor, Brauer & Co	\$ 139.38	"
Lew and Mount	\$ 13.00	"
J. H. Bigbie	\$ 30.96	"
L. W. Sedner	\$ 78.75	"
+ R. P. Wright & Co.	\$ 50.59.	by note.
+ David Comph & Co	\$ 72.00	open account.
N. J. Young	\$ 42.00	do
✓ A. C. Friedlen	\$ 7.75	"
J. B. Anderson	\$ 15.90	"
James R. Baker	\$ 58.00	"
Darden & Eley	\$ 75.00	"
Fulgham & Lohorn	\$ 5.50	"
R. L. Brewer	\$ 54.00	"

And it is the desire of the said Peirce that the said C. H. Cauley, Trustee shall pay all the above named debts in full if the amount of money coming into his hands be sufficient for that purpose and if insufficient then the same shall be paid ratably.

It is also expressly stated, that if, inadvertently, any creditor of the said W. H. Pierce has been omitted from said list herein before made that on proper proof of claim the same shall be paid by the said C. H. Causey Trustee, in full or pro rata, as all other claims are paid; The debts herein mentioned are estimated at \$3,388.67. and the face value of the assets conveyed to the said Trustee are estimated at \$5000. And said Trustee shall at the earliest possible period not exceeding thirty days from date, make out a schedule of said Assets and exhibit the same to the creditors of the said Pierce. The said Trustee is directed to collect all out-standing claims due or owing to said Pierce and if necessary, to bring suits against parties failing or refusing to pay, within a reasonable period. And said Trustee shall also have power to compromise any debt he may deem doubtful value. Said Trustee is also empowered to make sale of any portion of the property herein conveyed, when in his judgment it seems conducive to the interest of all parties so to do, at any time after six months from the date of these presents. All costs, commissions and legal charges are to be paid by said Trustee out of the moneys coming into his hands as the same may be incurred and the money collected. The said Pierce desires herein to state that the cause of this assignment is due solely to his inability to negotiate the paper received from the sale of the stock of goods &c. in the store recently occupied by him and known as W. H. which paper amounts to \$2465.60. but all of which is considered good.

Witness the following signature and seal

W. H. Pierce Seal

In. The Clerk's Office of Nassau and County Court, the 11th
day of February, 1886.

This Deed of Trust, was presented and acknowledged by
William H. Pierce, and thereupon admitted to record.

Teste

Peter B. Puntis, Clerk

A Copy

Teste:

Peter B. Puntis, Clerk

William H. Pierce
To Copy Deed of Trust
C. H. Caussey, Trustee for
Certain Creditors

" 75

✓ J. A. Williams & Co ✓	185.32
✓ Haas & Anthonia ✓	62.73
✓ B. D. Booth & Co ✓	65.62
✓ H. G. Williams & Co ✓	22.83
✓ Obendorf & Co ✓	115.86
✓ G. & R. Banell ✓	205.36
✓ Hamburger ✓	42.60
✓ I. R. Cook & Co ✓ +	95.03
✓ Williams Bed ✓	64.00
✓ Rockwell Bunting Co + Enor -	78.25
✓ Wallace & Munton ✓	28.93
✓ J. B. J. & Co ✓	228.13
✓ D. M. Todd & Co ✓	77.83
✓ J. & E. Mahoney ✓ +	248.16
✓ S. W. Selmer ✓	81.30
✓ Mc Neal Lucas & Co ✓	18.95
✓ J. B. Anderson ✓	17.18

1638.08
327.61

\$ 1310.47

Harriet Bronckhorst
To Receipt of L. H. H. H. H.
W. H. Prince

=
File with Bill & Co.

Cash to pay for but fresh
to - On the 1st Nov. 1865
thirty (30) dollars -

NORFOLK, VA.

December 9th 1888

Mr. W. H. Pierce

Bought of

JACOB HAAS,

HAAS & ARONHEIM

MANUFACTURERS' AGENT

French and American Confectioneries, Fancy Cakes and Crackers,

FRUITS, NUTS, JELLIES, CANNED FRUITS, TOYS, &C.,

TERMS:

NO. 74 WATER STREET.

50	lbs. Nuts	15	7	50		
25	Boxes Figs	14	3	50		
258	lbs. Mixture	9	23	22		
2	Boxes Raisins 1/275 1/285		5	65		
5	Jelly	50	2	50		
1	Organ Drawing		8	00		
1	Jewelry Combination		9	50		
	Box + Ctge.			50	60	32

NO NEW BILLS MADE UNTIL OLD ONES ARE SETTLED.

ORDERS PROMPTLY ATTENDED TO.

Norfolk, Va. December 17th

1885

Mr. W. H. Beane Suffolk Va

DEALERS IN.
RAISINS, PRUNES, FIGS,
ORANGES, LEMONS,
SPICES.
NUTS OF ALL KINDS
CANNED GOODS, PRIZE PACKAGES, &c

BOUGHT OF Oberndorfer & Co.

MANUFACTURERS OF CONFECTIONERY,

51 & 53 COMMERCE STREET,

2d DOOR FROM MAIN STREET.

Cakes and Crackers a Specialty.

Terms Cash

BANK INTEREST WILL BE CHARGED ON ALL OVER DUE ACCOUNTS.

SPECIAL NOTICE.		
In selecting Fruit for orders, we exercise our best judgment and cannot guarantee the Fruit to arrive sound. All lossage will be at purchaser's risk. All claims to be made immediately on receipt of Goods.		
300# Waxline	8 1/2	25 50
175# Black Candy	8 1/2	6 38
10# Butter	50	5 00
1# "Cajon Sun"		60
1# "White Sox"		75
2# "Peanut Stick"	85	1 70
2# "54 Shades"	85	1 70
1# "Rock Candy"		75
2# "Blue Pralines"	90	1 80
2# "Coffee Cake"	60	1 20
1# "Temptation"		75
1# "Lard"		1 25
2# "Fruit Balls"	85	1 70
4# "Lard Stick"		60
33# Animal Crackers	9	2 97
2# Bites Lever Squares	80	1 60
4# Oz Boston Baked Beans	150	6 00
2# "Fruit Jelly"	75	1 50
2# Bags Leveranits	375	7 50
57# Dates	5	2 85
100# Anchoits	14	14 00
10# Hamants	6 1/2	65
10# Citron	32 1/2	3 25
36# Atmore Mince Meat	7 1/2	2 70
20# Prunes	6 1/2	1 25
30# Layer figs	14	4 20
1# Box Oranges		3 00
1# "Ld Raisins"		3 25
30# Val Raisins	11	3 30
2# Box Pine Crackers	135	2 50

But Candy

100

\$111.40

Norfolk, Va. 188

—GOOD—
BUTTER, FLOUR
AND
PATAPSCO
BAKING POWDER.
Our Specialties.

Mr. W. H. Pierce, Suffolk Va



G. & R. BARRETT,
WHOLESALE GROCERS,

105 & 107 WATER ST. 28, 30 & 32 ROANOKE SQ.

TERMS

DUE

1885									
Sept	16	1 Box Pork Bellies	575	@ 6 1/2		37	38		
		200 lbs Canned Ham		" 12		24	00		
		202 " " Shoulders		" 7		14	14		
		102 " Breasts		" 8 1/2		8	67		
		1 Pierce				25		84	44
Oct	30	1 Sub Butter	53	@ 24		12	72		
		5 Bbls. Surprise flour		" 4 65		23	25		
		5 Bbls. Electric Light flour		" 5 15		25	75	61	72
Dec	9	1 Cheese	60	@ 11		6	60		
		1/2 gro. 2 oz. Rumford Y. Powder		"		2	75		
		1/2 gro 6 oz do		" 14 00		7	00		
		2 m. 3 lb Bags @ 2 50 less 25%				3	75		
		1 Bbl. Hams ²⁸⁰ / ₂₃ 257		@ 11		28	27		
		2 Bbls. C. Sugar ³⁵⁰ / ₃₃₈ 688		" 5 1/2		37	84		
		1 Bag #1 Buckshot		"		1	75		
		8 Bags Shot		" 1 50		12	00		
		2 Bbls. #3 mackerel		" 5 25		10	50		
		1 can ⁷⁵ Ground Coffee 50 lbs		" 12		6	75		
		1 case Brits		"		1	60		
		1 Sub Butter ⁶² / ₁₁ 50		" 23		11	50		
		1 Bbl. Hominy		"		3	75	13	406
								28	022
Nov	27	By Cash on a/c						83	23
		To Balance						\$196.	99

Mr. W. H. Purce

Bought of RIDDICK, BRINKLEY & Co., WHOLESALE GROCERS.

Terms, ...

27 Roanoke Square, and 26 Roanoke Street.

1885		Balance on Bils May 26			738	
June	2	2 Cases F. Lard 200	c 7 ³ / ₄		1550	
		1 Bbl A. Sugar 328	c 6 ³ / ₄		2214	
		5 Boxes Bonell's 200	c 3 ¹ / ₂		700	
"	23	1 Bbl Aic 52 ¹ / ₂	c 8		420	
"	30	1 " C. Sugar 336	c 5 ¹ / ₂		1848	
"		1 " Grain 150 340 19- 321	c 7 ¹ / ₈		2287	
"		1 Box Stor Lge			325	
"		1 Bbl A. Sugar 329	c 6 ⁷ / ₈		2262	
Sept	17	1 " Grain 20 320	c 7 ³ / ₈		2360	
"	29	10 " S. Smith	c 5.00		5000	
"		1 " A. Sugar 345	c 7		2415	
Oct	27	1 Box Beans 575	c 6		3450	
Nov	17	1 Bbl Aic 48	c 8 ³ / ₄		4205	
"		1 " Herrings			350	
"		1 Box Clear Pork 575	c 5 ³ / ₄		3307	
"		1 Box Beans 206	c 1.90		652	
Dec	9	2 Bbls Grain Sugar 325 316 641	c 7		4487	
"	17	2 " Aic 50 ¹ / ₂ 53- 103 ¹ / ₂	c 9		932	
"		10 Sacks C. A. Salt	c 70		700	
1886						
July	9	15 Bbls Sea Foam	c 5.15		7725	
		10 " Lard	c 4.15		4150	
		1 Box Pac Shoulders 550	c 5 ¹ / ₄		2888	
		Interest on Past due Bils			5877	51772
		Dr				
Sept	16	By Cash			10000	
Oct	21	" "			7500	17500
		To Balance			34272	

J. A. Williams & Co.
By Geo H Wright Atty



416 April 4/9

14 4 18
\$18000

Suffolk, Va., Feb 3rd 1886

Sixty days after date I promise to pay unto
T. A. Williams & Co or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,
One Hundred & Eighty ¹⁰⁰ Dollars,
for value received; and it is agreed upon by the parties that the interest on this Note
shall be payable in advance; and we, principal and endorsers, hereby waive the benefit
of our homestead exemption as to this debt.

CREDIT THE MAKER.

W. H. Pierce

After Shipping Goods and taking Receipt in Good Order our responsibility ceases, and we can allow no deduction for Damage or Leakage. Banking Interest will be charged on all Bills Overdue.

Mr W H Pierce Norfolk, Va., 188

Bought of H. G. WILLIAMS & CO.,

WHOLESALE DEALERS IN

WINES, LIQUORS, TOBACCO, CIGARS & SNUFF,

NO. 3 MARKET SQUARE.

1885

Oct 29	Int on note				75	
Dec 9	1 Box Hart's Buckle	28	40	11	20	
"	" 2 Gr 10z PKs RR Snuff		4 ⁰⁰		8 ⁰⁰	
"	" 4 lbs McBoy		50		2 ⁰⁰	21 95

All claims must be reported within Five days after receipt of Goods. All settlements to be made direct with the House, as no one is authorized to make collections on our account unless showing our written authority.

NORFOLK, VA.

Oct 7th 1885

Mr W Pierce Suffolk Va

Bought of Hamburger Brothers

WHOLESALE TOBACCONISTS,

AND DEALERS IN

CIGARS, SNUFF, WOOD & CLAY PIPES & FOREIGN & DOMESTIC LEAF TOBACCO,

Terms, 60 Days, or per ct. off

for Cash, if paid within Days from date.

93 and 95 Water Street.

3 Cans Bluff City 6 inch Turkish	44 1/2 x 27	12 02
1 Box Geyser 12 in	25 x 37	9 25
1 " Old Ned 11 in Plug	52 x 30	15 60
1 " Girsch 5	45 x 25	11 25
1 " Dwarf Pear	28 x 40	11 20
1 " Consumers Satisfaction	26 x 35	9 10
1 " Fireside 12 inch Turkish	30 x 28	8 40
1 " Gypat 9 inch Plug	25 1/2 x 40	10 20
1 Can 12 Cans W. B. R.R.		4 50
1 Can Seal of N.C. 4 1/2	25 x 48	12 00
	Drage	25 103.77

Jan 9th By Cash

due

100 00

\$ 3.77

All claims must be reported within Five days after receipt of Goods. All settlements to be made direct with the House, as
no one is authorized to make collections on our account unless showing our written authority.

INTEREST CHARGED ON ALL BILLS PAST DUE.
NO LAPPING OF BILLS ALLOWED.

NORFOLK, VA.

November 4th 1885

Mex Mr. H. Pierce

Suffolk

Bought of Hamburger Brothers

WHOLESALE TOBACCONISTS,

AND DEALERS IN

CIGARS, SNUFF, WOOD & CLAY PIPES AND FOREIGN & DOMESTIC LEAF TOBACCO.

Terms 60 Days, or per ct. off
for Cash, if paid within Days from date.

93 and 95 Water Street.

4 Bxrs Pysa 12 in L Turkish

100 \$ 37 / 37.00

Petersburg Va. Aug 11 1885
Mr W H Pearce

To B D. BUOTH, & CO., Dr,
Wholesale Liquor Dealers and Rectifiers,
60 days

39 Sycamore street.

To Bill

6310

Virginia;

Household County, to wit: -

In the Circuit Court of the said County
The answer of William H. Pierce, one of
the defendants, to the bill of Complaint
exhibited against him and others in this
Court by M. Haas, Cronheim, Oberdorfer
and others -

This defendant, now and at all
times hereafter, saving and reserving unto
himself all benefit and advantage of ex-
ception which can or may be had or taken
to the many errors, uncertainties and
other imperfections in the said Com-
plaintant's said bill of Complaint
contained, for answer thereto, or unto
so much and such parts thereof as
this defendant is advised is materi-
al or necessary for him to make an-
swer unto, this defendant answer-
ing, saith that it is utterly untrue
that any fraud whatsoever was in-
tended, or has been done, toward
any one of his creditors in the exe-
cution of the Bill of Sale to M^r
Ange & Lassiter of the 1st day of
January, 1886, or the deed to Mary
E. Pierce and Willie Telo of the 12th of
January 1886 or the Bill of Sale of

the 10th of February, 1886 to Julius
 Sherrick - The bill of sale to McAnge
 & Lassiter is herewith filed marked 'A'
 and asked to be made a part of this
 answer. The bonds received from
 the said McAnge & Lassiter and the
 notes received from Julius Sherrick
 for the goods sold them respectively
 and all the individual notes and
 accounts due ^{respondent} ~~these~~ were on the 10th
 day of February, 1886, conveyed to
 C. H. Causey, trustee for the benefit
 of ~~my~~ ^{his} several creditors and are
 now in his possession for collect-
 ion. That so far from the stock of
 goods sold to Julius Sherrick ^{not} being
 of the value of \$1,500. your defendant
 avers that the goods were not worth
 more than \$1,200. and the considera-
 tion expressed in the Bill of Sale to
 wit \$1,500. was the full value of the goods,
 wares &c. and furniture contained in
 the store house known as No-10; ^{*} the
 Sale was made in the usual course of
 business without any attempt at fraud
 or secrecy - and this defendant's legal
 license was duly assigned to said
 Sherrick by the consent of the County

* And an inventory
 taken under the su-
 pervision of W. J. Coker
 and the bill of the
 Comptroller was
 filed, showing that the
 value of the goods &
 fixtures amounted
 to about \$1,400. See
 Xll "X" filed herewith.

Court of Hampshire County and all the publicity usually attendant on such transactions was given to this. And this defendant further answering saith that he has no doubt of the assets assigned to and now in the possession of C. H. Causey trustee being fully sufficient to pay every dollar of his indebtedness. As to the deeds to Mary E. Pierce and Willie Tebo, as will appear on their face they are ^{made} subject to deeds of trust and were made in accordance with promises long before made to the grantees therein, and with the full knowledge on the part of this defendant, through counsel, that no fraudulent conveyance of the said property would stand the test of judicial investigation.

This defendant further answering saith that there is surely nothing unusual in the fact that he sold his stock of goods &c to his clerk who, for more than a year had been an employee of his, even though he paid him "a small salary" and the charge of fraud alleged in the bill of complaint against ~~this~~ defendant.

and his clerk is utterly untrue

This defendant answers finally that the bill of Complaint is untrue in every material allegation and he denies all, and all manner of unlawful combination and confederacy, in the said Complainant's said bill of Complaint - as charged.

And now having fully answered the Complainant's bill this respondent prays hence to be dismissed with his reasonable costs in this behalf expended and he will ever pray &c
C. H. Causey J. C.

Virginia

Nansemond County, to wit

This day personally appeared before me, C. H. Causey, a Notary Public for the County aforesaid, William H. Pierce whose answer is above written and made oath that the statements therein contained are true to the best of his knowledge and belief.

Given under my hand this 14th day of March, 1886.

C. H. Causey
Notary Public.

W. H. P. Answer

Virginia

Hammond County, to wit

In the Circuit Court of the Said County.

The answer of Julius Sherrick, one of the defendants to the bill of Complaint exhibited against him and others in this Court by Haas & Aronheim, Sherridger & Co and others.

This defendant, now and at all times hereafter, saving and reserving unto himself all benefit and advantage of exception, which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Complainant's said bill of Complaint contained, for answer thereto, or unto so much and such parts thereof as this defendant is advised is material or necessary for him to make answer unto, this defendant answering saith: that in regard to the sale by William H. Pierce to him on the 18th day of February 1886 of certain goods, wares and merchandise named in the bill of Sale of that date it was a bona fide transaction on his part - and that he executed and delivered to William H. Pierce three negotiable notes for \$500: each payable respectively ninety days, six months and twelve months after

date - which was a large price for the stock of goods &c in said store known as No. 10 - and your respondent was told at the time of the transaction that said notes when due were to be found in the possession of C. H. Causey trustee and the money was to be paid to him; that the whole matter was on his part, and he believes on the part of said Pierce, done without the least intent to damage or defraud any one. * That the business was being conducted in the usual way for his the said respondents own pecuniary benefit, and for cash only, at the usual prices -

Your respondent further says that great damage has been done him by the proceeding of the Complainant in enjoining and restraining him from conducting his business as he desired and had a legal right to do, and in making charges of fraud, unlawful combination and confederacy against him when they are wholly untrue -

This respondent says further that the bill of Complaint - so far as he is concerned is without doubt in

* And your respondent further says that the Court in its decision on the bill of Complaint was charged that the stock of goods was worth \$1500. but were of the value of \$2500. whereas an inventory taken since the bill was filed under the direction of W. P. Colman who was selected by the Court for the purpose of looking after the goods &c. it appears that the stock of goods and the store fixtures amount to the value at the time prices to \$1405.99 and a copy of said inventory is herewith filed marked X.

* employer mean
Lorenberg Brothers
of Norfolk Virginia
herein the place
marked "Y" may
be taken as proof
of this answer

every particular untrue and he denies
all and all manner of unlawful com-
bination and confederacy in the Com-
plainant's said bill of Complaint
charged and pray that a letter written by his former

And now having fully answered
the complainant's bill this respondent
pray hence to be dismissed with his
proper costs in this behalf expended
and he will ever pray &c.

C. H. Causey p. d.

Virginia

Household County, to wit-

This day personally appeared before me,
C. H. Causey, a Notary Public for the County
aforesaid, Julius Sherick, whose answer
is above written and made oath that the
statements therein contained are true
to the best of his belief.

Given under my hand this 18th
day of March. 1886.

C. H. Causey
Notary Public

Haar tal
re In Chu
Pence tal

J. Shemsh's Answer

Ev: 4/10/10 - 10/10/10 - 537-540-1
5931-23 Am Dec-29-4, Rand
282 299, 428

Lowenberg, Bros. & Co.

—JOBBER—

Dry Goods, Notions, Boots, Shoes,

78 & 80 Water Street

P. O. Box 291.

Norfolk, Va. Aug 22 1884

Julius Herrick

Suffolk Va.

We have your favor of 21st inst
and as we understand your
intent to visit N.Y. for the pur-
pose of obtaining a desirable
situation we take pleasure in
stating herewith, which we hope
may be some service to you
that for the two years, which
you have been in our employ
we have always found you
an honest sober and indust-
rious young man and we
hope that you will be able
to get a good situation

Very truly

Respectfully
Lowenberg, Bros. & Co.

To all whom it may concern

1179

Virginia,

Household County, to wit:

In the Circuit Court of the said County,

The Answer of C. H. Causey, trustee, one of the defendants to the bill of Complaint exhibited against him and others in this Court by Haast Bronheim and others.

This defendant for answer shews or unto to so much and such parts thereof as he is advised is material or necessary for him to make answer, answering saith: that the bill of Sale made by William H. Pierce to Julius Sherick on the 10th day of February, 1886 of certain goods, wares and merchandise named in the bill of Sale of that date was beyond doubt a bona fide business transaction between the parties. This defendant was personally cognizant of all the details of the affair, and drew the paper after a full conference with said Pierce and Sherick and they each made a careful estimate of the value of the stock of goods and fixtures. W. H. Pierce signed and acknowledged the bill of Sale to Julius Sherick in my presence and Sherick executed and delivered to Pierce his three several notes for five hundred dollars each, and Pierce endorsed the said notes and delivered them to this

defendant as his trustee in the presence of said
Sherick for collection for the benefit of his
creditors according to the terms of the deed
of trust made on the 10th day of February
1886 alluded to in the said bill of Com-
plaint, and said notes are now and ever
since then have been in the possession of this
defendant. The bonds of McAnge & Lassiter
were also at that time delivered to your
respondent sixteen in number for \$154.⁶⁶/₁₀₀ each.
On a few days thereafter W. H. Pierce delivered to this
respondent a list of accounts due him by va-
rious parties aggregating more than \$1200.
and notes amounting to nearly three hundred
dollars more against several parties
making a total of assets now in the hands of
your respondent as trustee of \$5465.⁰⁰/₁₀₀

The debt of W. H. Pierce amount to about \$3300.
as set forth in the deed of trust to your
respondent as trustee. Your respondent
is certain that a considerable portion of
the debts due W. H. Pierce in the shape of
store accounts can be collected and firmly
believes that within a comparatively short
time all of his creditors can be paid.

This respondent further says that whereas
the complainants charged in their first
bill of complaint that the goods sold to

Sherick & Pierce were worth far more than the sum agreed to be given for them, in the present bill it is alleged that said goods are "not worth the alleged consideration of said bill of sale". but since the dismissal of the first bill of Complaint an inventory of the stock on hand and the fixtures in the store has been taken by William J. Bohoon, an experienced business man who was selected by the Attorney for the Complainants and shows that Pierce and Sherick were as nearly correct in their estimate of the value of the stock and fixtures as it was possible for any one to have made. Said inventory together with the cash on hand amounting to a little more than \$1500. The allegation in the Complainants bill that the assets conveyed by said deed of trust are notoriously insufficient for the payment of the debt due by said Pierce and consist chiefly of notes, bonds & open accounts against parties from whom said Pierce has been unable to make collections is not correct. Meanwhile Julius Sherick is being daily subjected to very great loss and damage by the depletion of his stock of goods in several of the leading lines of groceries and the locking up in bank of the cash

daily taken in and in justice to him the
injunction awarded the Complainants on
the 5th day of March, 1886 ought to be dis-
solved.

And now having fully answered the Com-
plainants bill this respondent prays hence to
be dismissed with his reasonable costs in
this behalf expended.

And he will ever pray &c.

C. H. Causey

Virginia

Hammond County, to wit

This day personally appeared before me R. H.
Rawles, a Notary Public for the County aforesaid
C. H. Causey, whose answer is above written
and made oath that the statements therein con-
tained are true to the best of his knowledge
and belief.

Given under my hand this 10th day of March
1886

R. H. Rawles

Notary Public

C. H. Causey, Answer,

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

Deas & Aronhine & Co.

Wm. H. Pierce & others.

Your petitioners John L. Sichel and
John F. Hellen merchants and
partners trading as Sichel Hellen
& Co. of Baltimore Maryland, William
D. Hough merchant trading as Robert
Hough & Sons of Baltimore, Maryland,
John R. Shields merchant trading as
John R. Shields & Co. of Norfolk Virginia,
and N. J. Young of Norfolk, Virginia,
respectfully represent to the Court
that William H. Pierce of Suffolk,
Virginia is justly indebted to your
petitioners for goods wares and
merchandise bargained sold and
delivered to him at his special
instance and request as follows:
To your petitioners Sichel Hellen
& Co. in the sum of \$246.³³/₁₀₀
~~and~~ with legal interest from the
13. February 1886 until paid, evidenced
by the negotiable note of the said

Pierce which is herewith filed marked Exhibit No. 1. and your petitioners pray that it may be read as a part of this petition. -

To your petitioners Robert Hough Stow in the sum of \$93.¹² with interest from 16. February 1886 until paid, evidenced by the note of said Pierce, which is herewith marked Exhibit No. 2 filed, and your petitioners pray that it may be read as a part of this petition. -

To your petitioners John R. Shields & Co. in the sum of \$74.⁷⁵ with interest ~~on~~ from 13. January 1886 until paid, evidenced by the note of said Pierce for \$60.- and an open account for \$14.⁷⁵, which are herewith filed ~~and~~ ~~you~~ marked Exhibit No. 3, and your petitioners pray that it may be read as a part of this petition. -

To your petitioners N. F. Young in the sum of \$42. with interest from 13. January 1886, until paid, evidenced by an open account which is herewith filed marked Exhibit No. 4, and your petitioners pray that it may be read as a part of this petition. -

That being so indebted the said William A. Pierce made sundry con-

of his property
vexances, with intent to hinder delay
and defraud your petitioners of and
from what they are lawfully entitled
to.

That a chancery suit has been instituted in the Circuit Court of Hantswood County and is now pending in the name of Paas & Cronheim and others against the said William H. Pierce and others, the object of which is to set aside the said conveyances because they are fraudulent and void as to creditors of the said Pierce. - Your petitioners join in all of the allegations and prayers of the bill filed in the said cause, ask that they may be admitted as parties plaintiff therein and that they may have in any assets that may be under the control of the Court in the said cause. -

And your petitioners will ever pray &c.

Robt. H. Huntis,
Pp. -

Siegel & Allen & Co.,
Robert Hough & Sons,
Jno. R. Shields & Co.,
A. J. Young
by Counsel.

Neas & Cronheim & Co.

M. Petition of
Sickel Mellen & Co.
Robt. Hough & Sons
J. R. Shields & Co.
A. J. Young

Wm. F. Pierce & Co.

1886

July 27th Filed
clerk

1886

March 6th: Filed
clerk

"Exhibit No. 1"

~~Wm. L. Miller~~

COLLECT FOR
J. J. NICHOLS
& SONS
BANKERS.

Exhibit No. 1.



12314
\$ 246.³³/₁₀₀

1386 1 Feb 13

SUFFOLK, VA., January 11th 1886

Thirty days after date I promise to pay unto
Sittel Nelson & Co. or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

Two Hundred and forty six 33.³³/₁₀₀ Dollars,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.

226 Feb 10/13/86

W. H. Pierce

C. 12/16/00



\$ 93 ¹²/₁₀₀

13895 Feb 16

Suffolk, Va., Dec 15 1885

Sixty days after date I promise to pay unto
Messrs Robert Hough & Sons or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,
Ninety Three and 12/100 Dollars,
for value received; and it is agreed upon by the parties that the interest on this Note
shall be payable in advance; and we, principal and endorsers, hereby waive the benefit
of our homestead exemption as to this debt.

CREDIT THE MAKER.

Due Feb. 13/16/86.

W. J. Pierce

2/7/86 - returned unpaid -
Pay to the order of
Farmers' Bank of Nausemond
Suffolk, Va.
for collection.

~~Robert Hough & Sons~~
Pay to order Snow Church &
for collection
Robert Hough & Sons

Exhibit No. 2.

Exhibit No. 3

No.

Order for No.

For

Sold by

Painting, &c., ...

No.

Norfolk Jan 13 1886

Barnes Safe & Lock Co., 127, 129 & 131 Third Ave., Pittsburgh, Pa.,

Please ship, as soon as convenient, *one* of your No. *2* Safe, of
the Dimensions and Plan of interior as specified in your Illustrated Catalogue, marked
to *W. H. Pierce* Town of *Suffolk* County of

Nampanom State of *Va* Ship via *50 NKK* from
Norfolk *Pittsburgh, Pa.*, f. o. b., for which *I* agree to pay to your order the sum of (\$ *60.00*)

Pay In 15.00 Monthly installments Dollars, net cash, current funds.

W. H. Pierce

If Note is not forwarded to you at the time agreed the account shall become due at the expiration of 30 days from date of Invoice, and *I* agree to accept and pay draft of amount mentioned above, and are not to countermand this order. And it is agreed that you do not part with, or relinquish your claim on, or title to said Safe, until all deferred payments or notes are fully paid. And in default of the payment for the Safe as agreed, you or your agent may, without process of law, take possession of and remove safe wherever found, and retain any payments that may have been made on account of said Safe, in lieu of the use of said Safe, or charges and damages on same.

W. H. Pierce

STATEMENT.

Exhibit A
Mr. J. D. H. Pierce

To JOHN R. SHIELDS & CO., Dr.

Sole Importers of the State of New York

DEALERS IN HARDWARE,

Second Floor

No. 21 East Side Market Square

Jan 8
" " "

Safe

14 00

60 75

74 75

JOHN R. SHIELDS & CO.

Exhibit A

3

Dear Sirs:

It is our custom to render a statement, as above, to our customers on or about the first of each month.

of all purchases made from us whether such accounts are *due or not*.

Please examine the above account and, if not correct, advise us immediately.

FOR SUCH AMOUNT AS MAY BE DUE (if any), we should be obliged for an *early remittance*.

Yours truly

Norfolk, Va. Feb 10th 1886

Mr. W. H. Pearce

Suffolk Va

To N. F. YOUNG, Dr.

Receiver and Jobber of Flour,

Terms.....

No. 70 Water Street.

Jan 13

To Bill rendered,

42 00

Exhibit No. 4.

Claims for Deductions must be made within 5 days after receipt of Goods. We are not responsible for Goods after Shipment, or Goods sent by Mail. Money sent by Express must be prepaid.
PLEASE EXAMINE ALL PACKAGES CAREFULLY FOR MISSING ARTICLES.

Folio

71

SALESMAN

Baltimore, February 27, 1886.

Mrs W. H. Pierce Suffolk Va.

Bought of Robinson, Lane & Co.

Importers & Manufacturers Agents of Hardware.

Terms: 60 days

44 HOPKINS PLACE.

ISAAC FRIDERWALD LITH. BALTO.

1	Remington Rifle	26/32	12 00	
	base		25	
				\$ 12.25

NOTICE.

On the first of each month we render statements of all accounts as per our ledger; this rule affords opportunity for correction of errors, if any, and we trust will not be considered an untimely demand for settlement for recent purchases.

6/19/85
Mo

Jeffersonburg Va

August 2 1885

W. R. Pierce
Harrison Co
Suffolk Va

TO SEWARD & MUNT,
MILLERS AND TRUNK MANUFACTURERS,
1885 130 SYCAMORE STREET.

July

To Mdse. per Invoice,

13.00

NOTICE.—In remitting amounts under \$25.00, please send Post Office Order, or Drafts on Norfolk, Richmond, or Northern Cities. Also, prepay freight on all Covers and Bags that you return.

To the Hon George Blow Judge of the
Circuit Court of Nansemond County.
Vaas & Aronheim & als

vs
W^m H. Pierce & als

Your petitioners A. S. Warden and R. S. Eley
merchants and partners trading under the
firm name of Warden & Eley respectfully
represent and shew to the Court that W^m H. Pierce
of Suffolk, Virginia, is justly indebted to them
for the sum of \$94⁰⁰ with interest thereon
from the 18th day of February 1886 till paid and
cost \$1.20 as evidenced by a certain judgment
on debt recd
for \$94⁰⁰ interest from Feb 18/86 till paid & cost of \$1.20
obtained by your petitioners against the
said W^m H. Pierce on the 18th day of February 1886
in a justice's Court of Nansemond Co & upon which
an execution then issued, no part of which has
been paid to your petitioners by the said Pierce,
and your petitioners pray that the said judgment
which is herewith filed and marked "exhibit" may be
read as a part of this petition. That the said
W^m H. Pierce has made sundry conveyances of his
property with intent to defraud delay and hinder
his creditors, among them your petitioners in the
collection of their just claims against him. And
your petitioners further shew that on the 5th
day of March 1886 a suit in Chancery

was filed in the Circuit Court of Nausemond
County by W. Haas & A. Aronheim partners in
trade under the firm name of Haas & Aronheim
against the said W. H. Pierce & als, the object of
which suit is set forth in the bill of said Complainants
and is to set aside the said sales and conveyances
made by the said W. H. Pierce as shown in said
suit, and subject the property thereby conveyed
to the payment of the debts of said Pierce. And
your petitioners join in all the allegations
and prayers of said bill & pray that they
may be made parties complainant to said
suit, and may have the benefit of such
remedy and relief as may be consistent with
Equity &c. And your petitioners will ever
pray &c.

Leo Britt
P. J.

Hayden Coley
by Counsel

Brutt p. of.
Haas & Arronheim v.als
vs } In Chancery
W. N. Pierce v.als

Petition of
Harden & Clay

~~1886~~
~~March 4th~~ Filed
~~clk~~

1886
March 6th: Filed
clk.

To the Circuit Court of Nausemond
County:

Haas & Cronheim & Co.

^{vs.}
W. H. Pierce and others.

The petitioners Robinson Land & Co. Seward
and Munt, and Sydney J. Ellis Trustee,
respectfully represent to the Court:

- ~~that~~
1. That Wm H. Pierce is justly indebted to Robinson, Land & Co. in the sum of \$12.²⁵ with interest from 27 February 1886. -
 2. That the said Wm H. Pierce is also indebted to Seward & Munt in the sum of \$13. with interest from 5. January 1885. -
 3. That the said Wm H. Pierce is also indebted to Sydney J. Ellis Trustee, who is the Assignee of The Commercial Bank of Suffolk, in the sum of \$31.¹⁵ with interest from ~~the~~ 18. August 1885, as the endorser of J. C. Pringle, who is insolvent.
- The two accounts and the note which are the evidences of the said indebtedness are herewith filed and your petitioners pray that they may be read as parts

of this petition. -

That a suit in chancery is now pending in the Circuit Court of Houseman & County, ~~the~~ ^{also} in the name of Haas & Housheim & others against the said Pierce and others, the object of which is to set aside certain deeds and conveyances made by the said Pierce on the ground that they were executed with intent to hinder delay and defraud the said Pierce's creditors. The petitioners join in all the allegations and prayers of the bill filed in the said cause, pray that they may be admitted as parties complainant and ^{that} they may receive payment of their debts out of any funds which may be under the control of the Court in the said cause. -

And the petitioners will ever pray &c

Rob. N. Huntis,
Counsel.

Robinson Law & Co.,
Seward & Hunt
Sydney J. Ellis, Trustee.
By Counsel.

Neas & Donham &c

11 3 Petition of
Robinson Lane &c.
Seward & Mount
Sydney J. Ellis, Master

Pierce & others

1872

Jan 19 1872

Manumond County Court.

To Jno. I Cox Constable of Manumond County
I hereby command you to summons Wm H Pierce if to be found in
your district to appear at my office in Suffolk, Manumond County on
the 18th day of February 1886, before me or such other Justice of the said
County, as may then be there to try this warrant, to answer the complaint
of A J Darden & R L Ely merchants and partners doing business in the
name of Darden & Ely, upon a claim for money, to wit. for the sum
of Ninety four dollars and eleven cents due for goods sold and deliv-
-ed; and then and there make return of this warrant. Given under
my hand this 15th day of February 1886.

Benjamin Riddick, J.P.

Darden & Ely } In debt

vs

18th day of February 1886, at Suffolk.

Wm H Pierce } Judgment, that the plaintiffs recover of
the defendant Ninety four $\frac{11}{100}$ dollars, with interest thereon from
the 18th day of February 1886 till paid and one $\frac{20}{100}$ dollars
for his costs

Benjamin Riddick J.P.

Manumond County, to wit:

To John I Cox Constable of Manumond County:

I command you in the name of the Commonwealth of Virginia
that of the goods and chattles of Wm H Pierce in your district you
cause to be made the sum of Ninety four $\frac{11}{100}$ dollars, with interest
thereon from the 18th day of February 1886 till paid, which Messrs
Darden & Ely have recovered before me in a warrant in debt, and
also the sum of one dollar & twenty cents, which was adjudged to

The said Messrs Darden & Alley for costs in prosecuting their said warrant
 Given under my hand this 18th day of February 1886
 Benja Riddick. J.P.

Execution
 & came to hand at 6 o'clock on Feb 18th 1886
 J. T. Cox Constable

'Exhibit'

Executed Feb 18th 1886

J. T. Cox
 Constable

Messrs Darden & Alley
 vs
 Wm H Pierce
 1886
 February 15th

Costs	
Justice	£. 50
Clerk	20
Constable	.50
	<u>£ 1.20</u>

pa. 3/.

J.P.
 The said Messrs Darden & Alley for costs in prosecuting their warrant
 Given under my hand this
 day of February 1886

Mr Wm H. Pierce

Dr

1885-

To Darden Eley

To amt as per bill rendered

149 62

Sept	22	" 1 pr Shoo (for Shemick)	5 00	
"	28	" 1 Broad Hatchet	1 00	
"	"	" 1 Hat 95 3 prs Stringers	1 70	
Oct	3	" 1 Suit Clothes	15 00	
"	"	" 1 Hat 2.4 1 pr Lad. Shoo 3.25	5 25	
"	"	" 1 pr Shoo 4.00 6 Hdkfs 25	5 50	
"	"	" 1 " Red Wool Shirt	3 00	
"	11	" 7 yds Bro Jeans 10	70	
"	"	" 5 2 1/4 " 1. Cottons 15	2 64	
"	"	" 1 pr Coed Blankets	2 50	
"	"	" 1 Suit Clothes (Willie)	8 50	
"	"	" 1 Polo Shirt	2 50	
"	"	" 1 pr Shoo	2 50	5.37
"	"	" 1 Spe. Sick 14		12
"	"	" 1 " Back (to Urythart)	2 50	
"	6	" 1 " Lad Shoo	2 50	
"	"	" 1 Boys Polo Shirt	1 75	
"	"	" 1 Suit (for Tibo)	10 00	
"	7	" 1 pr Lad West Vest	2 00	
"	"	" 1 Dry Red Hoyle	75	
"	"	" 2 yds Oil 20	20	
"	"	" 1 pr Gloves	35	
"	"	" 6 Skis Cotton 5	30	
"	14	" 30 yds Carpet 40	12 00	
"	"	" 4 Racks 5	20	
"	"	" Bunches Thread 10	20	
"	22	" 1 Corset	1 00	
Dec	1	" 1 Dry Hair Rods	1 00	
"	15	" 1 prs Coed Cast Warp 9	3 00	
"	"	" 10 yds Red Cottons 8	80	
1886	"	23 " 1 Flannel Shirt (Willie)	2 00	
Jan	2	" 1 Corset	1 00	41 55
1884	8	By 6 ft Pump pipe 95	75	246 58
Nov	31	By County Warrant	69 47	
1885	1	" Dryd Cash - 50	4 00	
"	29	" 2 prs Shoo 2.25 4 30	7 50	
Dec	7	" Cash of nat	4 50	
Oct	2	" Error	1 00	
"	"	" Cash	57 25	
"	6	" 1 pr Shoo 3.25 1 Shirt 2.4	5 25	
"	"	" 1 Boys Suit	8 50	
"	13	" 1 prs on Lady Vest	25	152 47

\$ 94.11

Wm A. Riven.

\$ 94.11

To The Hon. George Blow Judge of the Circuit
Court of Nansmond County

Haas & Aronheim & als

vs.

Wm. H. Pierce & others

The petition of A. S.

Eley respectfully represents and shows unto the Court
that W. H. Pierce of the town of Suffolk, County
of Nansmond, in the State of Virginia, is indebted
to your petitioner, for goods, wares and Merchandise
bought, sold and delivered to him at his
Special instance and request, in the sum
of twenty two dollars and sixty five cents \$22.⁶⁵/₁₀₀
with legal interest thereon from the 11th day of
February 1886 until paid. A. S. Eley's bill is
herewith filed and he prays that it may be read
as a part of his petition - That being so
indebted the said Pierce made sundry con-
veyances of his property with intent to hinder,
delay and defraud your petitioner of what
he owes him - That a chancery suit has
been instituted in the Circuit Court of
Nansmond County and is now pending
in the name of Haas & Aronheim & others
against the said Wm. H. Pierce & others, the object
of which suit is to set aside the said

conveyances because they are fraudulent and
void as to the creditors of the said Wm H.
Price - your petitioner joins in all of the
allegations and prayers of the bill filed in
said cause, asks that he may be admitted
as a party Plaintiff therein and that
he may share in any assets that may
be under the control of the Court in said
cause. And your petitioner will ever pray &c.

A. S. Eley
by Counsel

Minist Briggs
P. L.

Haus & Aronheim v. Als

vs { in Chancery
Wm H. Pierce v. Als

Petition of A. S. Eley

Minut Briggs
P. 2.

March 1886
13th: Filed
clk



Suffolk, Va., Feb 17 1886

M. W. H. Pierce



A. S. ELEY,

DEALER IN

DRUGS, PAINTS, OILS, WINDOW GLASS, PUTTY,

Varnishes, Dye Stuffs, Seeds, Fertilizers,

CIGARS, SNUFFS, HARDWARE, SASH, DOORS AND BLINDS.

Terms: 1885

Nov	3	1 Coal Scuttle	Feb	90
	12	1 Box Falcon Pens	Nov	60
	25	1/2 Discount on Note		60
Dec	2	1 Day Book		2 25
	"	1 lb B. Shot	Feb	11
	8	20 Brackets 6x8	8"	160
	"	1 Gross 3/4" 8 screws	"	25
	16	2 Doors 2-8x6-8 y. P.	Self	2 80
	"	2 Windows 12 Lh 10x14		2 75
	"	2 Or hinges 12 1/2	Feb	25
	"	1 Knob Lock	"	25
	19	2 half Bu measures	Order	1 00
	29	1 Ledger	Self	1 25
1886 Jan	7	Bau's Strings	"	50
	"	" Keys	"	40
	22	2 Windows @ 1.45	Order	2 90
	"	2 Doors " 1.40	"	2 80
	"	2 Locks		50
	"	2 Or hinges & screws		30
1886 Feb	10	1 Glass 9x12 bowling		06
	"	1 " 12x16	"	10
	"	1/2 lb Putty		03
Total paid				\$2220

1886	To Amt fowd	\$ 22 20
Feb 11	2 Pns L. P. Hinges Goble	25
"	1 Red horse Powder Oliver	20

\$ 22 65

W. H. Duice

To Hon Geo Blou, Judge of the Circuit Court of Hancock County:

Huas & Choudain & als

r

Mrs. H. Pierce & others.

The petition of J. R. Cooke & Co. M. Cooke, parties in trade under the name of J. R. Cooke & Co. C. H. Williams & E. J. Williams, parties in trade under the name of Williams Bros; S. W. Seldner; "The Robert Portner Brewing Co" (a corporation); J. Mahoney & E. Mahoney, parties in trade under the name of J. & E. Mahoney; D. H. Todd & Co. J. S. Giel & J. D. Giel, parties in trade under the name of D. H. Todd & Co. all of Norfolk Va & J. B. Jeffress & J. H. Shulton, parties in trade under the name of J. B. Jeffress & Co. of Richmond Va. J. H. Watters & A. A. Martin, parties in trade under the name of Watters & Martin, of Norfolk Va. respectfully represents & shows to the Court, that Mrs H. Pierce of Suffolk Va is justly indebted to the Petitioners as follows, for goods, wares & merchandise sold and delivered to her at sundry times, at her own instance and request: To J. R. Cooke & Co in the sum of \$90 ⁹⁴/₁₀₀, due by account from Jan 1st 1886, till paid; to Williams Bros in the sum of \$61 ⁴⁴/₁₀₀, with interest from Jan 1st 1886, till paid; to S. W. Seldner in the sum of \$78 ²⁰/₁₀₀, due by note, Mch 13th 1886; to the "Robert Portner Brewing Co" in the sum of \$75⁰⁰ due by account, with interest from the 1st day of Jan 1886 till paid; to J & E. Mahoney in the sum of \$240 ³⁵/₁₀₀ with interest from Mch 14th 1886 in the sum of \$204 ³⁵/₁₀₀ & from Feb 8th 1886 on \$36⁰⁰ due by account; to D. H. Todd & Co in the sum of

\$75³⁸/₁₀₀ due by account, with interest from the 14th day of March 1886; to J. B. Jeffers & Co in the sum of \$220⁷⁵/₁₀₀ due by account, with interest from the 27th day of Feb 1886, & to Walters & Martin in the sum of \$27²⁵/₁₀₀ due by account, with interest from the 17th day of Decr 1885 - all paid: all of the said accounts & note being filed herewith as part of this petition:

That being so in and to the said ^{late} W. H. Pierce made consequences of his property to sundry parties, including to Linda Delay and against your petitioners, from which is justly due to them:

That on the 5th day of March 1886, a chancery suit was instituted in the Circuit Court of Lawrence County under the style of Haas & Monheim & others, against Wm. H. Pierce and others, the purpose of which said suit is set forth in the Complainants' bill, and is to set aside the said consequences as fraudulent and void as to Creditors of said Pierce. Your Petitioners join in all the allegations of said bill, and ask to be made parties Plaintiff therein on the usual terms, and may be permitted to share in the assets, coming under the Control of the Court, and have the benefit of such remedy & relief as is consistent with Equity as their cause may require.

May it please &c.

J. R. Cooke & Co

Williams Bros.

L. H. Selamer.

The Robert Polster Sewing Co.

J & E. Maloney

D. W. Todd Jr & Co.

J. B. Jeffers & Co.

Hatters & Martin.

By their Counsel

Geo. H. Wright P^y.

Wright P.C.

James & Monheim & Co

In Chancery

Wm H. Pierce & als

(Petition of
J. H. Cook & Co & als.)

1856
March 6th Filed
at 4

Mr W H Pierce Sufferer pa
BOUGHT OF T. R. COOKE & CO.,
DEALERS IN GRAIN, HAY, &C.,

NO. 22 ROANOKE DOCK.

1884						
June	3	20 Bags Corn Chops 2000 lbs	24 00			
		20 " Ship Stuff 2000 lbs	20 00			
		27 Bus Corn	64	17 28		
		53 Sacks	6	2 65		
June	12	50 Bus Yellow Corn	76	38 00		
		26 Sacks	5	1 30		
Aug	6	15 Black's Tim Hay 2135 lbs	18 25	19 49		
		10 Bus Oats	44	4 40		
		11 Bags Meal 22 Bus	78	17 16		
		11 Sacks 53 & 2 Sacks 20		7 5		
Sept	10	40 Bus Mixed Corn	68	27 20		
		10 " Oats	40	4 00		
		20 Bags Corn Chops 2000 lbs	26 00			
		42 Sacks	6	2 10		
Oct	24	13 Bercks Hay 2040 lbs	18 00	18 81		
		2 Bags white Beans 4 Bus	2 00	8 00		
		10 " Corn 20 Bus	68	13 60		
		4 " Bran 645 lbs	18 50	5 97		
		12 Baples 4 Bags 40		1 00		
1885						
Jan	8	17 Black's Hay 2070 lbs	18 00	18 63		
		8 Bales " 2255 "	18 00	20 29		
		10 Bus Oats	38	3 80		
		2 Sacks	10	20		
Feb	6	25 Bags Mixed Corn 2775 lbs	49 3/4	27 26		
		40 Bercks Hay 4285	19 00	40 71		
		25 Bags Ship Stuff 2125 lbs	19 00	20 19		
		25 Sacks 250 15 Sacks 125		3 75		
March	3	4 Bags Oats 585 lbs	18 9	7 32		
		1 " Beans 2 Bus	160	3 20		
		3 " Black's Beans 370	6 10	6 98		
		10 Bags Corn 1120 lbs	20 58	11 60		
		14 Sacks 70 4 Sacks 40		1 10		
March	25	25 Bags Yellow Corn 49 4/5	55	27 41		
		25 Sacks	5	1 25		
April	24	17 Black's Hay 2040 lbs	18 00	20 40		
May	27	13 Bags Corn 1440 lbs	66	16 97		
		2 Bus Black Beans	110	2 20		
		14 Sacks	5	7 0		

June	1	20 Bags	Corn 24 40 lbs	67	26 80	
			20 Bags	10	2 00	
July			~~20 Bags Corn~~	~~51 97 63~~	~~32 23~~	
			25 Ducks	51	1 25	
Aug	20	30 Bus	white corn	62	18 60	
			16 Ducks	51	8 00	
Sept	16	12 Bales	Hay			
			1935 lbs	16 50	15 96	
Nov	5	20 Bags	Corn 2207	551	21 68	
			20 Bags	6	1 00	
Nov	6	22 Bales	Hay			
			1930 lbs	16 00	15 44	
Nov	12	5 Bales	Meal			
			20 Bus	57	11 80	
			5 Bales	25	1 25	
Dec	9	50 Bus	white corn	51	25 50	
			26 Bags	51	13 00	661 08

1884

July	23	By	Cash		97 88	
"	31	"	Wage		2 30	
Oct	2	"	Cash		41 05	
"	30	"	"		57 20	
Aug	27	"	"		44 47	
"	29	"	Wage		80	
1885						
Feb	11	"	Cash		42 72	
Mar	25	"	"		88 16	
"	31	"	Wage		4 00	
May	20	"	Cash		56 30	
June	18	"	"		39 57	
"	30	"	Wage		2 10	
Aug	20	"	Cash		26 80	
Sept	16	"	"		32 23	
Oct	28	"	"		18 60	
Nov	27	By	Cash		15 96	570 14
			Balance due			490 94

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Wm H Pierce and Mary E Pierce his wife, Julius Sherrick, Wm I Tebo, an infant under the age of twenty one year, W A McAnge, and C K Lafite, partners trading under the name of McAnge and Lafite*

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

Bill in Chancery, exhibited against *them*

in the said Court by *M Naas, and A Aronheim, partners in trade under the name of Naas & Aronheim; B E Obendorfer, trading as Obendorfer & Co. G H and R H Barrelet^{3 sons} partners in trade, under the name of G & R Barrelet; J B Kiddick, A Brinkley and Nathl Beamon partners in trade under the name of Reddick, Brinkley & Co; J A Williams, trading under the name of J A Williams & Co. H G Williams, trading under the name of H G Williams & Co. J Hamburger and Hamburger partners trading under the name of Hamburger Bros; and B D Booth, trading as B D Booth & Co*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *17th* day of *February* 188*6*, in the *110th* year of the Commonwealth.

Teste:

Peter B Prentis Clerk.

Memo:

The Defendants, Wm H Peirce, and John Sherick their Agents, or Attorneys are hereby restrained from further selling or disposing of the stock of goods in the store lately occupied by said Wm H Peirce known as No 10, or removing any part of said goods from said store until the further order of the Circuit Court of San Bernardino County Cal.

Teste:

Peter B. Prentiss, Clerk

Wright. p. 7
Hans & Anderson Sal's

to { Sum. in Chy. &c

Wm. H. Peirce Sal.

Do March Rules, 1886

Pro. B. No 1. Page
Civ. Co.

Know all men by these presents, that we A. Arnheim
B. E. Oberndorfer, R. H. Barnett, N. Beaman, S. Hamburger
C. H. Williams and S. W. Seldner are held and firmly bound
unto Wm: H. Pierce and Mary E. Pierce his wife, Julius Sherick
Wm: S. Tebo, an infant, under the age of twenty-one years; W. R.
McNage and C. K. Lapsiter, partners, trading under the name of McNage &
Lapsiter in the sum of Three thousand Dollars to the payment whereof
well and truly to be made to them, the said Wm: H. Pierce and Mary E. his wife,
Julius Sherick, Wm: S. Tebo, an infant, under the age of twenty-one years; W. R.
McNage and C. K. Lapsiter, partners, trading under the name of McNage &
Lapsiter, we bind ourselves and each of us, our and each of our heirs
executors and administrators, jointly and severally, firmly by these presents
Sealed with our Seals and dated this 17th day of February A.D. 1886. And
we hereby waive our Homestead Exemption, as to this obligation.

The Condition of the Above obligation is such, that whereas McNage and Arnheim
partners in trade, under the name of McNage & Arnheim; B. E. Oberndorfer, trading as
Oberndorfer & Co.; R. H. Barnett & R. H. Barnett, partners in trade, under the name of
R. H. Barnett; J. B. Riddick, A. Brinkley & N. H. Beaman, partners, in trade, under
the name of Riddick, Brinkley & Co.; J. H. Williams, trading under the name of
J. H. Williams & Co.; H. G. Williams, trading under the name of H. G. Williams & Co.;
S. Hamburger & Hamburger, partners, trading under the name of Hamburger
Bro.; & B. D. Booth, trading as B. D. Booth & Co.; on their Bill in Chancery
against the said Wm: H. Pierce and Mary E. his wife, Julius Sherick, Wm:
S. Tebo, an infant under the age of twenty-one years, W. R. McNage and C. K. Lapsiter
partners, trading under the name of McNage & Lapsiter, Defendants, addressed
to the Hon: Geo: Blount Judge of the Circuit Court of Nassau County,
has obtained from the said Judge, an injunction, restraining the defendants
Wm: H. Pierce and Julius Sherick, their agents or attorneys, from further
selling or disposing of the stock of goods in the store lately occupied by
Wm: H. Pierce, known as No. 10, or removing any part of said goods from
said store, until the further order of the said Judge.

And whereas it is provided, by the order of the said Judge, that
the Complainants shall not have the benefit of the said injunction until they
or some one for them shall execute before the Clerk of the said
Circuit Court, a bond with security approved by said Clerk

in a penalty of Three thousand (3000) dollars, and conditioned to pay all such costs and damages as may be awarded against them, by reason of granting said injunction:

Now therefore if the said Complainants, shall pay all such costs as may be awarded against them, 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 value.

Executed and acknowledged
before me, the day and
date above

Peter B. Prentiss,

Clerk of the Circuit Court of

Nassau and County, Va.

John H. Wright atty in Seal
fact for A. Monheim

B. E. Oberdorfer

R. H. Barnett

A. Beaman

S. Hamberger

L. H. Williams

J. H. Feldman

Haas & Arce le mi Sal

th { Inj: Bone

10m: H. Pierce & up: Sal -

1886

Feb. 17th Executed & filed

16

— STATEMENT —

Norfolk, Va. Feb 16 1886

M^r W. H. Pierce Suffolk Va

In Account with Williams Bros²

(Successors to Heard & Bro.)

Fruit and Produce Dealers.

Terms:

No. 23 Poanoke Square.

1885

Nov	3	To	2 Bbls Apples 2 ²⁵	5 50	
"	"		1 " Potatoes	2 25	
"	"		1 Box Oranges	3 25	
"	"		1 Bbl Beans 17 @ 1 ⁰⁰	4 66	
"	"		2 Buck M Meat 2 ⁸⁰ @ 1 ⁴⁴	2 88	
"	"		1 Case Pres 6 Buck @ 1 ²⁰	7 20	
"	"		1 Box Raisins	2 90	
"	"		2 Bbl Apples 2 ²⁵	5 50	
"	"		1 " Potatoes	2 25	
"	"		1 " Oranges	7 00	
"	13		2 " Apples 2 ²⁵	5 50	
Dec	10		2 Box Potatoes 2 ⁰⁰	4 00	
"	"		2 Bbl Apples 2 ²⁵	4 50	
"	"		2 Box Crackers 1 ⁴⁰	2 80	
"	"		1 Buck " Butter	1 25	61.44



\$ 75.75

13923 Mch 123

Suffolk, Va., Feb 8th 1886

Thirty days after date I promise to pay unto
S. W. Seldner or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

Seventy Eight ¹⁰⁰ Dollars,
for value received; and it is agreed upon by the parties that the interest on this Note
shall be payable in advance; and we, principal and endorsers, hereby waive the benefit
of our homestead exemption as to this debt.

CREDIT THE MAKER.

W. H. Pierce

CURRY OF WATER

Pro. Feldman

I am enclosing a copy of the report of the
Committee on the subject of the
Curry of Water, and am hoping that you will find it
of some interest, and it is also of some interest to the
public.

Norfolk, Va.

1886

Mr.

W. H. Pira.

In account with

Suffolk

ROBERT PORTNER BREWING CO.

1885

Norfolk Depot.

Oct 8	To. 20. Dg. Expt	20 00	
21	" 4 Crates Beer	9 00	
Nov 2	" 10. Dg. Expt	10 00	
17	" 10. " "	10 00	
"	" 6. Cr. Beer	13 50	
26	" 3 " "	6 75	
"	" 10. Dg. Expt	10 00	
Dec 19	" 4. Cr. Beer	9 00	
		<u>88 25</u>	
	CR		
Nov 17	By Cash	<u>20 00</u>	68 25
1886			
Jan 7	To. 3. Cr. Beer		6 75
			<u>\$75 00</u>

I have made a careful chemical examination of samples of Lake Drummond Rye Whiskey selected from the stock of Messrs. J. & E. Mahoney, Portsmouth, Va., and representing the products of different years and find them free from adulterations and impurities. I can therefore, commend this Whiskey for use as a medicinal agent or beverage.

WM. H. TAYLOR, M.D.
State Chemist.



Portsmouth, Va. Feb. 23 1886.
Mr. W. A. Pince
Suffolk Va

Suffolk
Bought of J. & E. MAHONEY,

TERMS:

AB. We do not insure delivery or safe carriage of goods.
Interest charged on all bills overdue.
All bills to be collected by ourselves only.

Wholesale Liquor Dealers,

A. Hoan & Co., Baltimore

Dec.	10	To 4 Caddis Plants Chew Tobacco 80 lbs. at 45	36 00

CERTIFICATE OF STATE ASSAYER.

I have made a careful chemical examination of samples of Lake Drummond Rye Whiskey selected from the stock of Messrs. J. & E. Mahoney, Portsmouth, Va., and representing the products of different years and find them free from adulterations and impurities. I can therefore, commend this Whiskey for use as a medicinal agent or beverage.

WM. H. TAYLOR, M.D.
State Chemist.



Portsmouth, Va. Feb. 23 1886.
Mr. W. H. Pierce

Suffolk Va.

Bought of J. & E. MAHONEY,

TERMS:

60 days

Wholesale Liquor Dealers

AS We do not insure delivery or safe carriage of goods.
Interest charged on all bills overdue.
All bills to be collected by ourselves only.

1886									
Jan.	13	To 1 bbl. Monarch Whisky	47½	at 2.00		95	00		
"	"	" 1 " O.G. Whisky	44	" 1.15		50	60		
"	"	" 1 " Cologne & Spirits	47	" 1.25		58	75	20	4 35

D.W. Todd Jr.

Jas. G. Gill.

NORFOLK, VA.

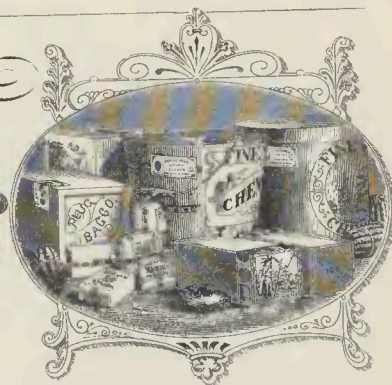
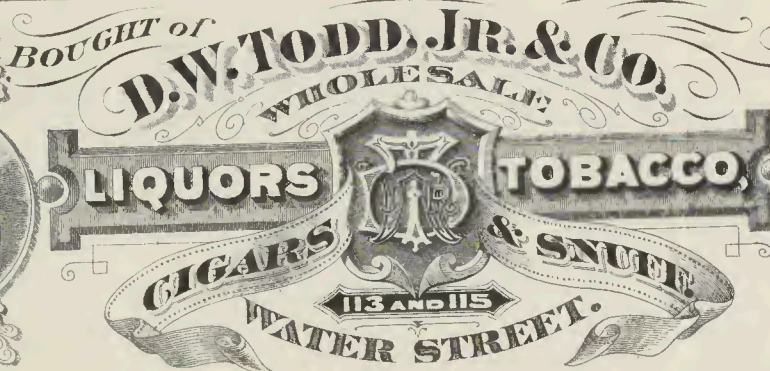
January 13 1886

F. D. Gill.

W. H. Pinci



THE CALVERT LITH CO. DETROIT



1 Bbl Rye Run

47 1/2 gal @ 1.25

59.38

1 cask Brandy Port

8 bbl - 2.00

16.00

75.38

JB Duff

W. H. Shotton

Rehman & Co

W. H. Pierce

1886

Done with JB Duff & Co

Jany	22	Do 1 Bag Peabury Coffee	134	12	16 08
		1 " M6 "	135	10	13 50
		1 " LTD 2 "	184	8	10 72
		1/4 Chut Oolong Tea 31-9	22	30	6 60
		3 leads Fancy 6th Junk ^{27th} Dmy	37	25	9 25
		1 Box 11 M L ^s ^{7th} John	46	25	11 50
		4 " 43 Junk "	120	25	30
		2 " 44 " 3pl "	82	25	20 50
		2 leads 14 1/4 & 1/4 6 John	9 1/2	30	2 85
		1 " 14 ^c Junk	14	30	4 20
		500 Munnade leagues	280		14
		500 Gulpull "	3		15
		1000 Munn "			15
		2 lease O & C Smith John	50	18	9
		2 " old Molly "	50	18	9
July		^{Plly & Dmy}			50
	25	1 Box Goddard M 3 ^c	31 1/2	50	15 75
	1	500 Rich Bill leagues & Reflec			17 50
To Bal due					\$ 2209 5

J. H. WATTERS.
A. A. MARTIN.

STATEMENT.

Norfolk, Va. Feby 25 1886.

Mr. L. B. K. Pearce. Suffolk Va.
To WATTERS & MARTIN, Dr.

WHOLESALE HARDWARE,

Nos. 84 and 86 Water Street.

1885

Chgo 17 To Cash

27 75

To the Hon. George Blow Judge of the
Circuit Court of Nausmond County

Haas & Atonheim & als

vs.

W. H. Pierce & others

The petition of James
R. Barker respectfully represents and shows
unto the court that Wm H. Pierce of the town
of Suffolk, County of Nausmond, in the
State of Virginia, is indebted to your
petitioner, for goods, wares and Merchandise
bought and sold and delivered to him at his
Special instance and request, in the sum
of Fifty seven dollars and ninety two cents
\$57 $\frac{92}{100}$ with legal interest thereon from the
6 day of April 1886 until paid, evidenced by the
negotiable note of the said W. H. Pierce which is
herewith filed and your petitioner prays that it
may be read as a part of his petition - That
being so indebted the said Pierce made sundry
conveyances of his property with intent to hinder,
delay and defraud your petitioner of what
he owes him - That a chancery suit has
been instituted in the Circuit Court of
Nausmond County and is now pending in the
name of Haas & Atonheim & others against

The said Pierce & others, the object of which
said is to set aside the said conveyances
because they are fraudulent and void as
to the creditors of the said W. H. Pierce - your
petitioner joins in all of the allegations and
prayers of the bill filed in said cause,
asks that he may be admitted as a party
Plaintiff therein and that he may share in
any assets that may be under the control of
the court in said cause. And your petitioner
will ever pray &c

Meritt Briggs

P. 2.

Darius R. Baker

by counsel

Haus, Arthur & Co

vs. { in Chancery
Wm H. Pierce others

Petition of James
R. Baker

Meritt Briggs
P. 2.

1886.
March 13th. Filed
clk.

Samuel R. Parker



\$57.72

SUFFOLK, VA.,

48042 Apr 6
Feb 2th 1886

Sixty days after date I promise to pay unto
James R. Baker or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

fifty Seven 52 Dollars,
for value received; and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.

W. H. Pierce

TO THE Hon. George Blount, Judge of the Circuit
Court of Newsumand County

Haas & Aronheim & als

vs.

Wm H. Pierce & others

The petition of Alfred L.

Gibson respectfully represents and shows unto the
court that Wm H. Pierce of the town of Suffolk Va.
is indebted to your petitioner for goods, wares and
Merchandise, bargained, sold and delivered to him
at his special instance and request, in the sum of
Eighty Dollars and Fifty Cents \$80.50 with legal
interest thereon from the 17th day of February
1886 until paid, evidenced by the negotiable note
of the said Wm H. Pierce which is herewith filed
and your petitioner prays that it may be read as a
part of this petition - That being so indebted the
said Wm H. Pierce made several conveyances of his
property with intent to hinder, delay and
defraud your petitioner of what he owes him -
That a chancery suit has been instituted in the
Circuit Court of Newsumand County and is now
pending in the name of Haas & Aronheim &
others against the said Wm H. Pierce and others, the
Object of which Suit is to set aside the said
conveyances because they are fraudulent and void
as to the creditors of the said Wm H. Pierce

your petitioner joins in all of the allegations
and prayers of the bill filed in said cause,
Asks that he may be admitted as a party
Plaintiff therein and that he may share in
any assets that may be under the control of
the court in said cause - And your petitioner
will ever pray &c

Alfred C. Gibson
by his counsel

Merrill Briggs
P. L.

Haas & Arnheim & co
In charging

V {
W. H. Price & others

Petition of Alfred C.
Gibson

Miner Briggs
P. 2.

~~March 5th 1886 Filed~~

March 6th 1886 Filed
C.M.

Wm C. Gilson



13908

\$50⁵⁰

Suffolk, Va., Dec 16 1885

Sixty days after date I promise to pay unto
Alfred C. Gibson or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,
Eighty and 50¹⁰⁰ Dollars,
for value received; and it is agreed upon by the parties that the interest on this Note
shall be payable in advance; and we, principal and endorsers, hereby waive the benefit
of our homestead exemption as to this debt.

CREDIT THE MAKER.

W. T. Pierce

#553. Due July 14/17/86

All Available Text Successfully Captured

To Hon Geo Blow, Judge of the Circuit Court of Hancock County:

The petition of J. G. McNeal and John A Gumm, partners trading under the name of McNeal, Gumm & Co, respectfully represents and shows unto the Court that Wm H. Pierce of the Town of Suffock W, is indebted to your petitioners in the sum of \$17⁸⁸ with interest thereon from the 22^d day of August 1885, till paid - And your Petitioners further show to the Court that on the 16th day of Feb 1886, a suit in Chancery was filed in the Circuit Ct of the said County by M Haas & A Arouheim, partners in trade under the name of Haas & Arouheim & also as Wm H. Pierce & also, the object of which suit is set forth in the Complainants' bill and is to set aside certain sales and conveyances, made by said Wm H. Pierce, copies of which are filed with the papers in the case, and to subject the property conveyed thereby to the payments of debts due by said Pierce, the said conveyances being alleged to be fraudulent.

Your Petitioners pray to be made parties Plaintiff to said suit, being willing to bear their proportion of the Costs thereof, and that they may have the benefit of such remedy and relief as is consistent with Equity or their case may require.

May it please &c -

McNeal, Gumm & Co
By Counsel.

Jos H. Wright J. G.

Wright P. 8.

Haas & Cronheim & als

2 } In Chancery.

Wm N. Price & als

Petition of
Mc Neal, Gunn & Co

Filed March 6th 1886,

1886
March 1st: Filed
clh

29.7.1885

157

Mr William H. River

Bought of Michael Gumble

1885

Aug 21 To 4 Res 4x4 - 12 ft long 64

" " 6 " 4x4 - 16 " 128

" " 20 " 2x4 16 " 214

" 12 " 2x6 12 " 144

" 565 Rough Bds 565

22 1112 ft " " 11.12

\$22.27

for By acct

439

Bal due -

\$17.88

All accounts must be settled the first of each month.

ALL CLAIMS FOR DEDUCTION MUST BE MADE
IMMEDIATELY AFTER RECEIPT OF GOODS.

Norfolk, Va. Feb 23rd 1886

Mr. W. H. Peirce

Bought of **J. H. BIGBIE & CO,**

WHOLESALE BUTTER HOUSE AND PROVISION DEALERS,

33 AND 40 ROANOKE AVE.

Dec 9 th 85	1 Box Print Butter	52	18	9	36		
" "	1 Pub State Butter	68 55	24	13	20		
" "	1 Box Cheese	57	10	6	70	\$	
" "	2 Pails Mince Meat	18 36	7 1/2	2	70		30 96
	<u>Tuplicate</u>						

Exhibit 1-54

✓

407 North Third Street.

Philadelphia, *Novbr. 19th 1888*

Mr. W. H. Pierce

Suffolk Co. Va.

Bought of **Mayer, Straus & Co.**

ESMEN NOT AUTHORIZED TO COLLECT UNLESS
PROVIDED WITH POWER OF ATTORNEY.

IMPORTERS,

DEALERS IN FINE WHISKIE

Terms: *H. P. M.*

Ch. H. Gell. Gin
Ref. Bot. Malt Whky.

22 1/2 Gallons

25 "

Ref. Bot. 1st & 2nd 25

<i>175</i>	<i>39</i>
<i>200</i>	<i>50</i>
	<i>159</i>
<i>\$90 88</i>	

Individual members of Firm

Isaac Mayer

Karo Straus

Adolph B. Mayer

Morris B. Mayer

Exhibit no 2

407 North Third Street.

Philadelphia, *Jan'y 7th 1886*

Mr. W. H. Pierce
#100 Store.

Suffolk Vt.
MAYER, STRAUS & CO.,
SUCCESSORS

Bought of **Mayer, Straus & Co.**

IMPORTERS,

DEALERS IN FINE WHISKY.

SALESMEN NOT AUTHORIZED TO COLLECT UNLESS
PROVIDED WITH POWER OF ATTORNEY.

Terms:

	CAPACITY.	OUTS.	NET WINE GALLS.	PROOF.	NET PROOF GALLS.			
<i>Bot. Martigny</i>			<i>2.15</i>			<i>200</i>	<i>50</i>	<i>8</i>
			<i>Ref. Bot. & Chg.</i>				<i>1.50</i>	
							<i>(851.50)</i>	
<i>Individual members of firm</i> <i>Isaac Mayer</i> <i>Adolph B. Mayer</i> <i>Morris B. Mayer</i>								

Exhibit no 3

To the Hon George Blount, judge of the
Circuit Court of Waukesha County.

Maas & Aronheim & als

W^m H^y Pierce & others

Your petitioners J. H. Bigbie & M. E. Powell
partners in trade under the name of
J. H. Bigbie & Co, Isaac Mayer, R. A. Straus,
Adolph B. Mayer & Morris B. Mayer partners
in trade under the firm of Mayer Straus & Co,
Isaac Mayer, Adolph B. Mayer & Morris B. Mayer
partners in trade under the name of Mayer Sons
& Co successors to Mayer Straus & Co
respectfully represent and shew to the Court
that W^m H^y Pierce ^{of Suffolk, Va.} is justly indebted to them
for goods wares and merchandise bargained
sold and delivered to the said W^m H^y Pierce
at his special instance and request as
follows:-

To your petitioners J. H. Bigbie and
M. E. Powell partners in trade under the name
of J. H. Bigbie & Co in the sum of \$30 96
with interest from Feby 23rd 1886 evidenced
by open account herewith filed and marked
exhibit "no 1" which your petitioners pray
may be read with and be made a part of
this petition.

To your petitioners Isaac Mayer, Kaso Straus,
Adolph B. Mayer & Morris B. Mayer partners
in trade under the name of Mayer Straus & Co,
in the sum of \$90⁸⁸ evidenced by open account
herewith filed and marked "exhibit no 2" which
your petitioners pray may be read with and
made a part of this petition.

To your petitioners Isaac Mayer, Adolph B. Mayer
& Morris Mayer partners in trade under the
name of Mayer Sons & Co successors to
Mayer Straus & Co in the sum of \$51⁵⁰ evidenced
by open account herewith filed and marked
"exhibit no 3" which your petitioners pray
may be read with and made a part of this
petition. That the said W^m H. Pierce has
made several sales and conveyances with
intent to defraud delay and hinder your
petitioners in the collection of their just
claims. And your petitioners further show
that on the 15th day of March 1886 a suit
in Chancery was filed in the Circuit Court
of Hantsworth County by W. Haas & A. Aonheim
partners in trade under the name of Haas & Aonheim
against the said W^m H. Pierce & also the
object of which suit is set forth in the
bill of said complainants and is to set
aside the said sales and conveyances made
by the said W^m H. Pierce as shown in said

suit and subject the property thereby
conveyed to the payment of the debts of the
said Pierce. And your petitioners join
in all the allegations and prayers of said
bill and pray that they may be made
parties complainant in said suit, sharing
the cost ^{thereof} ^{if it should fall upon the complainants} and that they may have the
benefit of such remedy and relief as may
be consistent with equity. And your
petitioners will ever pray, &c

Lee Drutt
P. q.

J. H. Digbee & Co
Mayer Straus & Co
Mayer Sons & Co
Successors to Mayer Straus & Co
by Counsel

with p. of.

Has & Aronheim & als
vs { In Chancery
W. H. Pusey & als

Petition of
J. H. Biglio Dec
Mayer Straus Dec
Mayer Louis Dec
Successors to Mayer Straus Dec

~~1886~~
Feb. 27th Filed
CH.

1886
March 6th Filed
CH.



\$ 5675

118036 7th 7
SUFFOLK, VA., Feb 2th 1886

Thirty days after date I promise to pay unto
R. L. Brubaker & Co. or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,
Fifty Six Dollars,
for value received, and it is agreed upon by the parties that the interest on this
Note shall be payable in advance; and we, principal and endorsers, hereby waive
the benefit of our homestead exemption as to this debt.

Credit the Maker.

W. H. Pierce

(D)
"Exhibit No 1"

R. H. Brewster & Son

To the Hon George Blount Judge of the
Circuit Court of Wauseon County.
Hads & Arouheim & als

or
Wm H Pierce & als

Your petitioners R L Brewer Sr and
R L Brewer Jr merchants and partners
trading under the firm name of
R L Brewer & Son respectfully represent
and show to the Court that W H Pierce
of Suffolk, Virginia is justly indebted
to your petitioners in the sum of \$56 75
with interest from March 2nd 1886 till paid,
evidenced by a negotiable note made by
the said Pierce and payable to your petitioners
at the Farmers Bank of Wauseon, Suffolk Va
thirty days after date, said note being dated Feby 2nd 1886,
no part of which had been paid to your petitioners
which is herewith filed and marked "exhibit no 1"
and your petitioners pray that it may be
read as a part of this ~~consider~~ petition
That the said W H Pierce has made
sundry conveyances of his property
with intent to delay hinder & defraud
his creditors among them your petitioners,
in the collection of their just claims against
him. And your petitioners further show that
on the 5th day of March 1886 a suit in

Chancery was filed in the Circuit Court
of Nantuxmond County by W. Haas & A. Aroheim
Partners in trade under the name of Haas & Aroheim
Sals against the said W. H. Pierce Sals, the object
of which suit is set forth in the bill of said
Complainants and is to set aside the said sales
and conveyances made by the said Pierce
as shown in said suit, and subject the
property thereby conveyed to the payment of
the debts of said Pierce. And your petitioners
join in all the allegations and prayers of
said bill, and pray that they may be
made parties complainant to said suit, being
willing to bear their part of the costs if the same
should fall upon the complainants, and that
they may have the benefit of such remedy
and relief as may be consistent with
Equity &c. And your petitioners will
ever pray &c.

Lee Dytt
J. g.

R. L. Brewer & Son
by Counsel

Haas & Fromheim ^{Brill & g} vs
W. H. P. ^{Chancery}

Petition of
R. L. Brewer & Son

~~March 14th 1886~~ Filed
ctk

March 6th 1886
J. L. K.

Haas & Cronheim & Co

vs.
Wm H. Pierce & others.

To the Circuit Court of Mansfield
County.

Your petitioners R. W. Jones
and merchants and partners
trading as R. W. Jones & Co. respectfully
represent to the Court that William
H. Pierce of Suffolk Virginia is
justly indebted to them in the sum
of \$129.⁹⁰ for go with interest from
23. January 1886 until paid for goods
wares and merchandise bargained
sold and delivered to him at his
special instance and request. An
itemised account of the said indebt-
edness is herewith filed marked "Exhibit"
and your petitioners pray that it
may be read as a part of this
petition. —

That being so indebted he executed
and delivered sundry conveyances of
his real and personal estate with
intent to hinder delay and defraud
his creditors; that a suit in Chancery
is now pending in the Circuit Court

of Hansemond County in the name of
Maas & Cronheim & others against the
said Wm. F. Pierce & others, the object
of which is to set aside the said
conveyances on the ground that they
are fraudulent and void as to the
creditors of said Pierce. -

Your petitioners join in all of the
allegations and prayers in the bill
in the said suit contained; ~~pray~~
that they may be admitted as
parties plaintiff ~~there~~ in the said
suit, and that they may receive their
just proportion of all moneys that
may be under the control of the Court
in the said cause. -

And your petitioners will ever
pray &c. -

Rob. R. Prentiss
Counsel

R. W. Jones & Co.
by Counsel. -

Petition of
R. M. Jones & Co.

vs

Hoas & Cronheim & Co.

vs

Pierce & others.

1886. April 21st. Filed
C.M.

Wm H. Price
\$129.90

ORDERS RECEIVED BY TELEPHONE.

CLAIMS FOR DEDUCTION MUST BE MADE IMMEDIATELY.

Baltimore, April 1st 1886

Mr ^{263³} ~~Exhibit~~ F. Price

Suffolk Va

Bought of **R. M. JONES & CO.**

PROVISION DEALERS,

AND PACKERS OF SUMMER AND WINTER CURED MEATS,

PENNSYLVANIA AVENUE EXTENDED, AND FULTON AVENUE.

1885
TERMS CASH.

Dec	17	To 2 Bbls Smk ^d Saus ²⁶⁵ 235 = 500 lbs	7	35 00	
"	"	Drayage		25	
188 ¹ / ₂ Jan	6	" 1 " " " 222 lbs	7	15 54	
"	"	" Bologna " 108 "	7	7 56	
"	"	" Drayage		25	
"	7	" 38 Bulk Bellies 640 lbs 6 ¹ / ₄		40 00	
"	"	" 2 Crates Lard 200 "	7	14 00	
"	"	" Drayage		25	
"	20	" 2 Boxes Smk ^d Saus 240 lbs	7	16 80	
		Drayage		25	
due Jan 23/86					
					\$ 129 90

To Hon Geo Blow, Judge of the Circuit Court of Harrison
County:

The petition of Thos B. Anderson, of
the City of Chicago respectfully represents and shows to
Your Honor, that Wm H. Pierce of the Town of Suffolk
is indebted to Your petitioner in the Sum of \$16⁰⁰ with
interest from the 4th day of February 1886, & that no
part of said Sum has been paid.

That on the day of 1886, a Suit was filed
in the said Circuit Court of Harrison County by W
Haas & A Aouheim, parties in trade under the name
of Haas & Aouheim, & also vs the said Wm H. Pierce & als,
the object of which Suit is stated in the Complainants'
Bill & is to set aside certain Sales & Conveyances made
by said Wm H. Pierce, as fraudulent against Creditors and
to subject the property thereby conveyed to the payment
of the debts and by him. Your petitioner unites in all
the allegations of said Bill and says to be made a party
Plaintiff therein, being willing to bear his proportion
of the Expense of said Suit; that all proper accounts
may be taken, and that he may have the benefit of
such remedy & relief as is consistent with Equity or his
Cause may require, & he will ever pray &c.

Thos B. Anderson
By Counsel.

Haas & Auerheim & als
v $\frac{1}{2}$ Chy.
Wm H. Pierce & als

Petition of
Thos B. Anderson -
Filed May 28th 1886
clk.

W. H. PIERCE
—*Dealer in Fancy Groceries*—
TOBACCO, CIGARS, LIQUORS, &c.

—*FLOUR A SPECIALTY*—

JULIUS SHERRICK, } Salesmen.
WILLIE S. TEBO, }

Suffolk, Va. Feb 2th 1886

Mrs J. B. Anderson
Sends

Please send me
30 Bns meal rice
Please ship at once
by Seaboard Road

Respectfully
W. H. Pierce

STATEMENT

Norfolk, Va. March 22 1886

Mr. Wm H Pierce Suffolk Va

In Acc't with BRAMBLETON MILLS,

T. B. ANDERSON, Proprietor.

July	24	To 15 Bys	3	63	\$ 15 90
		To 15 Bys	5		75
					<u>\$ 16 65</u>

Haas + Gronheim & al

Pltffs

vs In Chancery

W^m H. Pierce & al

Defts

This cause came on this day to be again heard on the papers formerly read thereon, on the report of Comm^r C. H. Conway and exhibits filed thereunto and was agreed by Counsel - whereupon the Court doth confirm said report of said Comm^r Conway and it appearing that all the credits of W. H. Pierce have been paid and that the debts of the said - have been satisfied, it is ordered that the cause be removed from the docket.

Geo. S. S.

To The Clerk of the Court for the
County of Hansemond

Here & Anthonie's sal
in 5 July

Wm H. Pierce & Co

In haec tunc

To be entered

Second small

To the Club of the Circuit
Court of Newmoral County

Entered 8/13/10 2 p 109

To C. H. Causey, Atty for Wm. H. Price, Julius
Sherrick and others -

Take notice that on
Monday, April 26th 1886, at the office of E. E.
Holland in Suffolk, between the hours six A.M.
and Six P.M. of that day, we shall proceed to
take the depositions of N. J. Cohoon & others
to be read as evidence in our behalf in the
Chancery Suit, in the Circuit Court of Ham-
psden County, in which Haas & Arouheim
and others are Plaintiffs and the said Wm.
H. Price, Julius Sherrick & others are Defen-
dants, and if the said depositions be not com-
pleted on that day, the taking of the same will
be adjourned & continued from day to day un-
til the same be completed.

April 16th 1886.

Geo. H. Wright Atty
for Haas & Arouheim & als.

Exacted copy of the within delivered
to C. H. Causey

R. L. Latham S. J.

The depositions of C. K. Lassiter
and others taken before me Leo Britt
a notary public for the county of
Nansemond pursuant to notice
hereto annexed ^{to the papers} at the office of C. B. Holland
in Suffolk between the hours of six A.M.
and six P.M. of that day & the same
not being taken on that day the taking
of the same was adjourned until
the 27th day of April, 1886 between
the same hours at the office of
Geo. H. Wright in Suffolk.
Present: - Geo. H. Wright, atty for complainant.

C. K. Lassiter being duly sworn
deposes and says as follows: -

1st Q State your name, age, residence &
occupation?

1st A C. K. Lassiter, age, 21 years, residence,
Suffolk, occupation, a merchant.

2nd Q Are you one of the firm of W. H. Ayer
& Lassiter?

2nd A Yes sir.

3rd Q Have you since W. H. Pierces sold
out W. H. Ayer & Lassiter the stock
in his land store had any business
transaction with said Pierce, if so,
state it fully?

X-att. to

3rd A

X-ckt to

Pierce came to our store before he sold out W Sherick store no 10 and asked me to loan him \$200 that he would return it on the following Monday. I loaned him the amount and he gave me the bonds of W Stange Lassiter as security. Well on the following Monday night, he ^{not} having returned it in the morning, gave me a check for the \$200 & I gave him the bonds back. Tuesday morning early he came in the store and wanted to borrow \$200 more & said he would return it that night. I loaned him \$200 & I said Mr W Stange, when he gave me the check I did not notice the date but afterwards discovered that it was dated three days ahead, I think. I took the check to the bank that morning to see if it would be honored and Mr Jones the Cashier said that he did not have \$200 there. I told him to take the check and hold it for payment if Pierce deposited any more money there. The day the check was due having received it from the bank, I carried it back when Mr Jones told me that the check which had come in had cut down the amount there to his credit to \$63. I asked Mr Jones for that

He told me to go back and get a check for that amt & I got a check for that one for \$140. Pierce paid the \$140 which he borrowed from me, & the \$140 check was paid at the bank, the \$140 check I have now. He told me that Capt Causey had given us credit on ^{our} ~~our~~ bonds for the amt of \$140. I'd afterwards asked him to bring us the bond with that credit on it and I would pay the balance due on it & take it in. He said they were not in his possession.

3rd 2
x-elt to

Since Pierce sold out store No 10 to Julius Sherrick, have you had any conversation with Pierce or Sherrick in relation thereto, if so, state what was said by them?

4th A
x-elt to

I think Pierce ^{said} Sherrick paid him cash for it. I asked him why he couldn't pay up the \$140 he owed us, he answered Capt Causey had the money. He could not get the use of it for six months!

5th 2 How long have you known Julius Sherrick?

5th A I suppose now it has been three years since I first met him. I was clerking

with Robert Sharpe & I got him (Sherick)
a situation as he was out of employment.
I think he got \$25 a month and boarded
himself.

6th Q. Was he had steady employment
since he has been in Suffolk?
A. I think not.

7th Q. From your knowledge of him has he
had such employment as would enable
him to accumulate any money?
A. No sir. He told me he had lost
everything he had by Haughton's
fire which occurred in the spring
of 1885.

8th Q. On what terms did Wm. Lassiter
purchase the stock in the lower store
from Wm. Pierce?

A. We took the goods at cost, payable
every three months, running through a period
of four years, to which the rent was
added. He wanted interest at first
but we would not take the stock until
he agreed not to charge interest & we
gave no security on the bonds as
none was required.

And further this deponent said not.

Signed B. K. Lassiter

C. W. Wright being duly sworn deposes
and says as follows:

1st Q State your name, age, residence & occupation.
1st A C. W. Wright, age, thirty five years, residence
Suffolk, occupation, Asst Comr of Revenue
for District No 1 Hanseman Co Va.

2nd Q Has Julius Sherrick at any time applied
to you for a transfer of license from
Wm H Pierce to himself?
X-cpt to

2nd A I was in front of Pierce's store on
or about the 1st of Feb'y 1886 and remarked
to Sherrick that I had just learned from
R. B. Baykin that he Sherrick had bought
up the stock of goods of Wm H Pierce, & that
he would be liable to a fine for doing
business without a license unless Pierce's
license was transferred to him. After transferring
the license from Pierce to Sherrick I asked
him (Sherrick) what he supposed his stock
that he had purchased was worth the
said he supposed two thousand or twenty five
hundred dollars. I then asked him the amt
of rent he paid for the store in which he
was doing business he replied \$15 or \$20,
or somewhere in that neighborhood.

3rd Q Do you know upon what property should
much Julius Sherrick pay Taxes?
X-cpt to
3rd A To the best of my knowledge and belief he

does not pay any. I made out the tax
books for the Town of Suffolk, and he
was not listed with any real estate
or personal property.

4th Q. Have you recently examined the land
and property books, & if so, did you
find any property, real or personal,
in his name?

4th A. I examined the land and personal
property books about ten days after the
sale of Wm. H. Pierce to Julius Sherick &
found that he was listed with nothing
in either of the two districts of the County.

5th Q. How long have you known Julius Sherick?

5th A. I suppose about two years.

6th Q. Has he during that time been reported
to have any relations?

6th A. If so, I have never heard it.

7th Q. What has been his occupation so far
as you know?
x-elt to

7th A. I think when he first came to Suffolk
he was peddling fish on the street.
After a few months he was employed
by W. B. Mitchell in a butcher's stand in the
market, and after leaving Mitchell he was
employed in some capacity by C. J. Foxe & Co.
at the Suffolk Hotel, later still by Wm. H.
Sharp, & after Sharp closed business

x-elt to

I think he did nothing for a while,
then went to clerking for W. St. Pierce
at which place he was at work at the
time of the sale to him from Pierce.

Q Has he been regarded as insolvent?
A I don't know that he owed any debts
but I looked upon ^{him} as a man of very
limited credit.

And further this deponent said not
sign C. W. Wright.

Benj. T. Rawls being duly sworn deposes
and says as follows:—

Q State your name, age, residence &
occupation?

A Benj. T. Rawls, age, 19 years, residence, Suffolk,
occupation, a clerk.

Q State whether you heard any conversation
between Julius Sherrick and any other person
in relation to Sherrick's purchase from
W. St. Pierce of the stock of goods in Store No
10 & if so, state where such conversation
occurred & what was said?

A At the time, ^{Sherrick bought the stock} I was boarding at the
restaurant in Store No 10, Willie Tebo
and Sherrick were also boarding there. Willie
Tebo said to Sherrick he did not see why

X cfm an
immature

they did not take an inventory of the stock, & Sherrick said, "some folks were smarter than others", - about that time I got up and started out and after getting out of the restaurant I heard Sherrick say to Willie Tebo: "You have too damned much mouth."

3rd Q Did you ever hear Sherrick say how much he was to pay for the stock?

3rd A No, Sir.

4th Q How long have you known Julius Sherrick?

4th A I don't know how long, about two years ^{or more} since he has been in Suffolk.

5th Q Has he during that time been engaged in any work which gave him more than a support, or enabled him to accumulate any money?

5th A I don't think he has. When I first became acquainted with him he was selling fish, then sold beef for a while in the market for Mitchell, & butcher. He kept a bar about one month for Bill Walters, then he clerked a while for Hunter Sharp. ~~During~~ After he left Sharp's he did nothing during the spring and summer of 1885 until he went to clerking for Pierce.

And further this deponent with not signed.

Bert Barrels

Samuel P. Carden being duly sworn
deposes and says as follows:-

1st Q State your name, age, residence &
occupation?

1st A Samuel P. Carden, age 16 years, residence,
Suffolk, occupation, a painter.

2nd Q Have you been ^{or} anytime during this
year clerking at the store called No 10,
if so state when you began to work
there, who employed you and how long
you continued there?

2nd A I have been engaged there, I went there
on the 11th of the month in February 1886.
but they told me that they would
pay me from the 15th of the month.
I was employed by Mr Pierce but
paid by Sherick Mr Pierce asked me
on the 11th had I would like to come & I
told him that I would like it very well,
he then told me I could begin that
day, the 11th, & I went down after ^{day} ~~day~~ ^{day} ~~day~~
of that but they commenced to pay
me wages from the 15th. I staid there
until Wednesday April 7th. On that day
Mr Pierce called me out in front of
the store & I think he said he had
too many clerks & if I thought I could
get a situation he would be glad.

but if I could not he would keep
me. I left that night not caring
to stay under such circumstances.

And further this deponent said not
signed
Samuel P. Dardin

Robt E Jones being duly sworn deposes
and says as follows:

1st Q. State your name, age, residence &
occupation? -

1st A. Robt E Jones; age, 23 years; residence,
Suffolk, occupation, Merchant.

2nd Q. Do you know Julius Sherick?

2nd A. I do.

3rd Q. If you have ever had any business
transaction with him state what it was,
when and how it was settled?

3rd A. I sold him some ice during the
summer of 1885 which amounted to
\$11.62. He kept putting me off with promise
until I gave it to Harry Butler for
collection for which I was to give receipt
he turned it over to Geo Haffman who
collected it after Sherick bought out
Dierce.

And further this deponent said not.
signed R. E. Jones

x- cpl to

W^m J. Cohoon being duly sworn deposes
and says as follows:—

1st Q State your name, age, residence &
occupation?

1st A W^m J. Cohoon, age, 56 years, residence, Suffolk,
occupation clerk.

2nd Q Where have you been engaged since
the 19th of February 1886?

2nd A Under at store No 10 under an
arrangement between C. St. Causey
and Geo. T. Knight.

3rd Q Have you had any conversation
relative to his late transactions, with
W^m H. Pierce?

3rd A Mr Pierce told me that he went to the
Farmer's Bank with Capt Causey & that
he had \$3000 in good paper & he
tried to borrow \$500 on it which the bank
refused, he then tried to get \$400 which
the bank refused & then he offered to sell
the whole amount for \$1700 which
offer they also refused.

4th Q Since you have been at the store has
Mr Pierce been regularly at the store &
seemed to exercise authority?

4th A No, he has not been there regularly
but frequently there. He and Sherick have
been in frequent conversation apart from

from myself. I can't say that he is
giving Sheridan orders.
And further this deponent saith not.
Signed
Jm. J. Colborn

Virginia:

County of Nausmond, to wit:

I Lee Britt, a notary public for the
County of Nausmond in the State, do
hereby certify that the foregoing depositions
of C. R. Lassiter, B. J. Rawls, Samuel P.
Harden, Robt E. Jones & W. J. Colborn
were duly sworn to, taken, and subscribed
before me, at the time & place, and for
the purpose therein mentioned.
Given under my hand this 27th day
of April 1886.

Lee Britt
Notary Public

Fee \$5.00
77

Max Aaronheim & als
vs { In Chancery

W H Pierce & als

"
Depositions
for Plaintiff

L. C. H. Carsey, Trustee, Wm H. Pierce, Julius
Sherick, Mary E. Pierce, Wm S. Tebo, W. H. M^c Auger
& C. K. Lassiter, partners trading as M^c Auger & Lassiter,
and also as individuals.

Take notice that on Sat-
urday, May 1st 1886, at the office of Geo H. Wright
in Suffolk Va, between the hours of 6 A.M. and 6 P.M.
of that day, we shall proceed to take the depositions
of W. J. Bohannon & others to be read as evidence in
our behalf in a cause in chancery pending and
undetermined in the Circuit Court of Hanover
County, in which we are Plaintiffs and Geo are
defendants. And if from any cause the said
depositions be not commenced on that day, or
being commenced they be not completed on that
day, the taking of the same will be adjourned
and continued from day to day between the
same hours and at the same place until
the same be completed.

April 29th 1886.

Respectfully -

Geo. H. Wright & Geo. S. Tebo, attys.

By Geo. H. Wright atty.

I hereby solemnly swear, that on this 29th day
of April 1886, I delivered a true copy of the
within notice to each of the within named
defendants, CH. Canny Insler, Wm H. Pierce, Julius
Sherick, ~~Wm S. Debo~~, CH. Cassiter, & M. E. Auge and
Lassiter and the copy for Wm S. Debo I left at
the store at which he clerks - the copy for Wm.
M. E. Auge, was left at his place of business,
he being out of town, & the copy for Mary E.
Pierce was left ^{at} ~~with~~ her house with a white-
person over sixteen years of age, at her resi-
dence, she being sick.

W. J. Wright

Subscribed & sworn to before me this 29th day
of April 1886.

Jos. H. Wright. N.P.

L.

The depositions taken by the Complainants on the 27th day of April 1886 in the Chancery Cause of Maas & Frankheim & alvs vs W^m H. Pierce & alvs are accepted under notice dated April 29th 1886 by Counsel for Complainants and defendants with certain exceptions noted by counsel for defendants, and with privilege to counsel for defendant to cross-examine the witnesses in said depositions, this 1st day of May 1886 under notice herewith filed.

Present,

Jno H. Wright, for Complainants
C. A. Causey, " Defendants

Cross Examination by defense.

O. R. Lassiter, being duly sworn deposes and says as follows:—

1st Q

Do you personally know anything of the Contract of sale from W. H. Pierce to Julius Sherbick, dated the 10th of Feb'y 1886, and if so, state whether or not there was any fraud in the procurement and execution of said Contract?

1st A I don't know anything about it.

2nd Q

You state in answer to the 5th question in your examination in chief that you had known Julius Sherbick about three

years and a part of that time you were a clerk in Winter Shop's employment. Do you know of anything prejudicial to this character as a business man, that has occurred since you have known him?

2nd A No, sir. He does business near me, and I see him every day.
And further this deponent faith not.
Signed B. N. Lassiter

The answers of Benjamin J. Rawls to the above questions admitted by counsel for Plaintiff to be the same as the answers above given -
Jas H. Wright k. &c.

W. Wright, being duly sworn deposes and says as follows:-

1st Q Do you personally know anything of the contract of sale from W. H. Pierce to Julius Sherrieb, dated the 10th of Feb'y, 1886, and if so, state whether or not there was any fraud in the procurement and execution of said contract?

1st A I know nothing of it, consequently do not know whether there was any fraud or not.

2nd Q You state in your examination in

Chief that you are Asst Commissioner
of the Revenue for District No 1 of this
County and that about ten days
after the sale from Pierce W Sherrick
you examined the property books, land
and property, and found that he was
listed with nothing in either, please state
what was the date, what year, of the
books you examined?

2nd A
~~3rd Q~~

1885.

And further this deponent saith not.

Signed C. W. Wright.

Samuel P. Darden being duly sworn
deposes and says as follows:—

1st Q

Do you personally know anything of the
Contract of sale from W. H. Pierce to
Julius Sherrick, dated the 10th of Feb'y
1886, and if so, state whether or not
there was any fraud in the procurement
and execution of said Contract?

1st A

No, sir, I do not know anything about
it.

And further this deponent saith not
Signed Samuel P. Darden

W^m J. Cahoon being duly sworn
deposes and says as follows:—

1st Q Do you personally know any thing of
the contract of sale from W. H. Reese
to Julius Sherrick, dated the 10th of
July 1886, and if so, state whether or
not there was any fraud in the
procurement and execution of said
contract?

1st A I do not know, sir, anything about
the contract.

2nd Q Was or was not an inventory taken
of the stock of goods in store No 10
early in March last?

2nd A Yes, sir. It was taken after some
of the goods were sold out of the
store. It amounted to a little over
\$1400.

3rd Q Please state under what circumstances
you went to the store on Feb'y 19th 1886?

3rd A I was requested to go down by
Capt Wright who stated that he
and Capt Causey had agreed for
me to take charge.

Memorandum (Counsel for Complainants agreed that
Mr Cahoon should go to the store on
behalf of the Creditors in order that the
store might be opened and the sale of
goods continued to avoid loss or
damage. Mr Sherrick being anxious
to open the store and alleging that many
goods would be damaged and lost by the
store being closed.)

1st Q Please state how much money you have now deposited in bank to the credit of this cause?

1st A About \$725.

And further this deponent said not signed W. J. Bohon

Memorandum. - Counsel for Complainants admits that Robt E. Jones would answer if present that he knows nothing of the contract between W. H. Price & Julius Sherrick, and consequently nothing of any fraud in its procurement.

Depositions of witnesses for the defense.

W. H. Cherry, being duly sworn, deposes and says as follows:

1st Q State your name, age, residence & occupation.

1st A W. H. Cherry, age 48 years, residence, Suff. Mass., occupation, Hotel keeper, at present.

2nd Q State how long you have known Julius Sherrick and what has been his general reputation for integrity & sobriety?

2nd A I have known him about 18 years. At first he was nothing but a boy I.

did business near his father. I suppose
I did business there about 8 or 10 years.
I knew him then & he an upright
boy and always has since.

Cross Examination

1st Q. Do you know whether Mr Sherrick
has been engaged in any business
which enabled him to accumulate
any money?

1st A. Mr Sherrick has been in business
but whether he has accumulated any
money I cannot say.

2nd Q. Do you know in what business
he has been engaged since he has
lived in Suffolk?

2nd A. I would term it the huckster
business, ^{for himself} No clerked for Sharp.
And further this deponent's suit is not
signed Wm. A. Cherry

C. Jones, being duly sworn deposes
and says as follows:—

1st Q. State your name age, residence & occupation?

1st A. C. Jones. age, about 34 years, residence
Suffolk, Occupation, Hotel Keeper.

2nd Q. State how long you have known
Julius Sherrick, and what has been
his general reputation for integrity

and sobriety?

2nd A I think I have known him about
two years. I have always looked upon
him as an upright ~~man~~ in all
his transactions with me when he
lived with me. He lived with me,
I suppose, two or three months.

Cross Examination

1st Q What wages did you pay him while
he was with you, & if you do not
know definitely approximate?

1st A I know his wages were very small
and he left on that account as I
could not afford to give him more.
I suppose, about \$12 or \$15 and his
board per month.

And further this deponent saith not.

Signed *C. Jones*

Julius Sherrick being duly sworn deposes
and says as follows:—

1st Q State your name, age, residence &
occupation?

1st A Julius Sherrick, age 24 years, residence
Suffolk Va, occupation merchant, &
one of the parties defendant in this suit.

2nd Q It is alleged in the bill of the Complainants

that no inventory was taken of the stock of goods in the store known as No 10 and that the stock is not worth the alleged consideration of said bill of Sale, I state whether or not you made a careful estimate of the value of said stock before you closed your bargain to buy the stock of goods from W. H. Pierce and also if the stock and fixtures were not worth \$1500 in your judgment at that time?

2nd Q Yes, sir, we did make a careful estimate of the value of the stock and he wanted more than \$1500 but finally came down to the figures.

Yes, sir, I think the stock of goods and fixtures were worth \$1500 at that time.

3rd Q Please state the terms of the sale from Pierce to yourself on the 10th day of Feb'y 1886 for the stock of goods in store No 10. How did you agree to pay for the same?

3rd A (Exception made to question withdrawn upon the ground that the bill of sale is the best evidence.)

4th Q It appears from the bill of Sale marked "exhibit A" filed with the Complaints

5th in sheet

purchase again I lost trade.
The day I was shut up it was
soon known all about the
country and people coming to
town went elsewhere.

11th Q Would you, or would you ^{had} have any
difficulty if unmolested and
allowed to conduct your business
in the usual way in meeting your
notes as they fell due from the
proceeds of your business & also have
kept up your stock?

11th A (Question excepted to.)

I could have met every note
and could have kept up the stock
about that time there were plenty
of vessels coming here and I could
have sold lots of goods to them, which
sales were cash. The brig Aida
wanted to deal with me & Capt
Whitfield told me that he wanted
to deal with me. Capt Bowers &
Mr Oliver promised to deal with me.

12th Q Can you or not, if this injunction
be dissolved even now meet your
notes as they fall due?

12th A I can, sir.

Cross Examination.

1st Q How long have you lived in
Suffolk?

1st A About two years.

2nd Q Name the different positions
in which you have been employed
during that time & the wages received
by you?

2nd A When I came to Suffolk I worked for
myself in huckstering at the market.
Next I worked for Parker Mitchell
who was to give me \$10 & board per
month at first and an increase
afterwards. Then I went with
C. Jones & Co at the Suffolk Hotel,
where I think I received \$15 & board
per month. Next I went to work for
Hunter Sharp where I received \$25
per month with whom I staid
about six months. I boarded
myself. I went there with promise
from them to give me more after
I learned the business and became
acquainted with the people. Next I
went to W. L. Cloughtrays & took charge
of his bar. I staid with him until
he was burned out on the 1st of May
1885. After that I went to Baltimore

Skip over street

that the consideration was \$1500 for the stock of goods & fixtures &c in the storehouse known as No 10, state how that \$1500 was paid or agreed to be paid?

4th (Exception to the question by Complainant's counsel).

Well sir, I agreed to pay him in three notes, of \$500 each.

5th 1 State where and in whose presence the bill of sale was executed & the notes signed, & to whom delivered?

5th a It was over at the Clerk's office, in the presence of Capt St. Causey, W. H. Price & myself. The notes were delivered to W. H. Price by myself, he delivered them to St. Causey at the same time.

6th 2 Did or did not W. H. Price tell you at that time that as these notes fell due you were to pay the proceeds to St. Causey as his trustee?

(~~Question excepted to~~)

6th a He did, sir.

7th 2 Had you any reason to believe at that time, or has anything come to your knowledge since to lead you to

believe that W^m Pierce desired to make
you a party to a fraudulent transaction
to the detriment of his creditors?
7th Q^a No Sir, I did not & there has
not

8th Q^a Was not this transaction on your
part an honest, straightforward
piece of business?

8th Q^a (Quertion excepted to.
It was

9th Q^a How much money did you owe
to other parties, ^{in Safford} or elsewhere at the time
the stock of goods was bought by
you?

9th Q^a I owed that bill to Jones & Brothers
of about \$1100 & to Mr Murray about
\$2.

10th Q^a Was not your business very materially
injured by the injunction of the
complainants restraining you from
the ordinary conduct of your business,
and the depositing of the proceeds of
sale in the Farmers Bank beyond
your control?

10th Q^a It was, very much so. Well, for
the reason that sugar, meat & meal
three leading articles of my trade came
ran out and not being permitted to

for a short time and when I returned Mr Pierce said he wanted me to take charge of store no 10. I went there about July 1845 and have been there since that time. I received \$5 board per month.

3rd Q Had you saved up any money from these various employments, if so how much?

(Excepted to as immaterial to the issue)
3rd A No, sir, I did not. Whatever I went into I made a success of it and saved some money but always something always happened to make me lose it.

4th Q Then at the time you bought out W^m St. Pierce I understand you to say that you had no money?

4th A I had something coming to me, about two months' wages which was owing to me by W^m St. Pierce.

5th Q At the time you made this contract with W^m St. Pierce you knew, did you not that he had sold out the stock in his other store to McHarg & Lassiter?

5th A I did, sir.

6th Q Did you know why he sold it?

6th a I did not.
7th a You say that you had been managing store no 10, did you not know that W^m H. Pierce owed considerable money and was being pressed by his creditors?

7th a No sir, I did not. That store no 10 sold for cash and all bills were paid every Monday & if they were not paid I did not know it.

8th a How long after the sale W^m H. Age Lassiter was it before you purchased no 10?

8th a Counsel for the defense says I don't know exactly. About two months I think.

9th a How you mean to say that from the time of the sale W^m H. Age Lassiter up to the time of your contract with Pierce you paid cash for all goods purchased for store no 10?

9th a I would not swear to that. Pierce told me that all goods he bought during the week were paid for each Monday after he sold out W^m H. Age Lassiter. Pierce took charge of store no 10.

10th Q Did you not know that W. H. Pierce had executed deeds for certain real estates W. W. L. Gibbs and to his wife Mary E. Pierce at the time you made the contract for the purchase of the store from Pierce?

10th A No sir I did not.

11th Q When did you first learn of the execution of those deeds?
(Excepted W as defendant)

11th A Well I don't know exactly. Probably soon after the close of the store

12th Q You say you made a fair estimate of the value of the stock you bought; please state how you arrived at the valuation?

Ans. Well sir, we went to work and looked at some of the bills & looked at the stock, and came at it in that way, as I pretty much knew what was in it.

13th Q Did you keep any book showing your purchases & sales?

Ans. No sir. I kept the sales, but no merchandise book, and kept the bills filed. I kept myself posted by the bills.

14 Q Did you not know at the time of your contract for the purchase of the stock in store & so on, that Wm H. Pierce was owing a good deal of money & was pressed by creditors?

Ans No Sir, I did not.

15th Q You have said that when the contract was made, you delivered the notes executed by you to Wm H. Pierce, and he at once gave them to Capt Currey & told you, when they returned to buy him (Currey) as his Justice. Did you know why this was done?

Ans No Sir, I never asked.

16 Q Did you not know at that time that Pierce had made a deed of Trust to Ch. Currey, as Justice?

Ans No Sir, the first made the contract and I asked no questions.

17th Q Did Wm H. Pierce ever say any thing to you while in his Employment, about being pressed for money?

Ans No Sir, not that I recollect.

18th Q Did some of his Creditors ever come to the store while you were there, urging payment of bills?

Ans None Except one, I think his name was Williams, and that bill was unpaid.

19th Q Do you not recollect that one of the firm of Waller & Jordan came there in January and was urgent for the settlement of his bill?

Ans I know he was down there, there was some misunderstanding about an overcharge

and Pierce refused to pay until corrected, and I think the bill was afterwards paid, and I think the goods were for the other store.

20th Q. At the time Pierce was negotiating with you for the sale of the stock in Store No 10 did he not say why he wanted to sell?

20th A. He did not say why he wanted to sell. He just asked me if I did not want to take that place & I told him I would like to have the place & would be glad to get it, as I thought I could do well with it. He said he would let me have it if I wanted it as he wanted to get out of business.

21st Q. Had you ever thought of buying before that time?

21st A. I had expressed my wish to have a place to do business in. I had not directly said anything to Pierce about buying him out. But had indirectly.

22nd Q. You say you gave three notes of \$500 each in payment of the stock. Did those notes carry interest or were they secured in any way?

(Question excepted to as the notes are the best evidence as to whether they carry interest or not)

22nd Q I think the interest was put in the notes. No security was given.
23rd Q You have said that but for the injunction you could have paid these notes at maturity and that if the injunction were dissolved you could yet pay them without difficulty as they mature, are you not entirely dependant upon the profits on your sales for the payment of those notes?

24th A I am sir.

24th Q Do you then undertake to say that you could have kept up your stock paid rent license and clerks hire and then been positively assured of sufficient profit to pay these notes?

24th A I would if this injunction had not prevented. Instead of sales increasing they decreased. I had the promise of a better trade, and have now if the injunction is dissolved.

25th Q How many stores are there competing for the same trade in that end of the town?

25th A Two besides no 10 & none more across the bridge.

26th Q Would they compete successfully,
or can't they afford to sell as cheap
as you?

26th A I think they can.

27th Q Are there not two of them at least
nearer the wharf than you?

27th A They are, sir. —

28th Q Do they not carry larger stocks
than you?

28th A Well I guess they do, just now.

29th Q Have they not constantly done it
since you have been in business
at No 10?

29th A I couldn't say truthfully whether
they did or did not. I had enough
to carry on business when I
bought out the store.

30th Q What were the profits of store No
10 from the time you first began
there as manager up to the first
of Jan'y 1886?

30th A I could not tell that as we did
not take an inventory. I heard Mr.
Piercer say that we made a right
nice little dividend & did better than
we did in the other store.

31st Q As he sold out the other store at cost
and on a long credit taking notes
without interest in payment, it is

fair to presume is it not that he
made no ~~profit~~ ^{discovery} there?

(Excepted to as illegal and immaterial
to the issue.)

31st Q I don't know whether he did or
did not. I did not clerk in the
store.

32nd Q Do I understand you to say that
you do not know what the
profits were at store no 10 under
your management?

32nd A No sir, I don't know what the
profits were.

33rd Q Then you managed the business
not knowing what you were doing?

33rd A He hired me to sell the goods
as quick as I could and at a
fair profit. I did not buy the
goods. Pierce bought them & I
gave him an account of the
sales every night.

34th Q Not knowing then anything about
the profits of the business at that
location how can you undertake
to say that you could have
made \$1500 profit when working
on your own account?

34th A I judged from the sales and amounts

of them that I could do it, and think I can, by making quick sales & turning over the money.

35th Q How much profit did you make on your goods when you were managing for the Pierce?

35th A On some goods 100 per cent & on others 150 per cent. I guess it would average 25 per cent on the groceries, and on the whole about 50 per cent.

36th Q From the time you began there in July 1885 up to January 1st, 1886 what was the total amt of purchases for that store?

(Question excepted as irrelevant & immaterial)
36th A I don't know exactly. I guess about \$5000 or \$6000.

37th Q On that basis what did the sales amount to? (Question excepted & now come ground)

37th A Well, they started at six and went up to as high as eight hundred dollars in a month. It has gone as high as nine hundred dollars in a month. Six hundred dollars is as low as the sales have ever gone in a month.

38th Q Then taking the average are we to understand that your total sales

- during that period were \$4500?
- 38th Q I think that is about right.
- 39th Q What was the expense of running the store during that time?
- 39th A I don't know all the expenses I kept no account of the oil that was burned. A ~~darky~~ was hired about ~~a month or month and a half~~. Tebo was there, but I do not know whether he got a salary.
- 40th Q Then you can't in reality tell whether there was any profit in that business?
- 40th A There was some in there, but the exact amt I can't say. I take ~~both for granted~~.
- 41st Q If you kept no accounts of purchases sales or expenses how do you know there was any profit? Excepted to on ground of ~~sales and~~
- 41st A I did not say we did not keep an account of sales and I said I did not keep an account of bills that were due but I thought Mr Pierce did. I judged from the sales, ~~alone~~ ^{through} as the expenses were small.
- 42st Q Is not your estimate of profit both while manager for Pierce and

while contemplating business on
your own account purely
guesswork?

ans.

To a certain extent I do. As
for I now if this injunction is
set aside I see very clearly ahead
how to meet those notes.

42nd Q You have spoken of some promises
of patronage from several parties
Can you tell how much it would
amount to? (Excepted was irrelevant)

42nd A Immaterial to the issue in this case
No sir, I could not tell exactly
how much it would amount to
every little heap & they were quite
a big heap.

43rd Q State all that occurred between
yourself and Pierce which led to
the purchase by you?

43rd A I sometime ago had remarked that
I would like to have a store he
did not say anything to me at that
time. I did all of the saying, but
I did not speak to him directly.
About two days before he offered
it to me I remarked about the store
again & then we got to talking about
that store. He asked if I thought

I could run it successfully. I told him I thought I could. Then he said he would let me know & then I commenced looking at the stock & making a rough estimate of what was in there. I knew pretty near what was in there & he offered it to me at certain figures and I told him it was not much & on the 9th he told me on what terms he would let me have it & I told him I would take it for \$1500.

44th Q Did either of you suggest taking an inventory?

44th A No, sir.

45th Q And were the notes agreed on then?

45th A The notes were agreed on on the 9th of Feb'y.

46th Q And did he give no reason for selling out?

46th A No, sir, he was tired of it & wanted to go out of business.

47th Q And he told you to pay the notes to Capt Causey trustee?

47th A Yes sir.

48th Q And you had no idea why?

48th A Excepted to as irrelevant)

48th A No, sir.

49thg And no suspicion? (Excepted to)

49tha No, sir.

50thg And did not ask?

50tha No, Sir.

51stg Do you know why Mr Pierce was so liberal with you?

51sta I don't ^(excepted to) know whether you call this liberal or not. He always spoke well of me, did me a favor when I wanted it. I worked pretty hard for him & never contracted a debt that I was not willing to pay, and I consider those notes I gave him paid as cash, therefore I do not think that the terms were so liberal. I gave him all the stock was worth.

52ndg Has Mr Pierce had anything to do with the store since you bought?

52nda No, sir ^{not yet} but what I have asked him to do. Sometimes when I have been busy he has helped me to sell.

1stg Examination by defense
Is it true or not that your chief sales at the store known as No 10 were liquor tobaccos and from your restaurant and is it not

also true that much of your other stock was composed of articles on which the profit was greater than the heavy lines of groceries would give? (Excepted to as a leading question.)

1st a It is true that my chief trade was from my bar, restaurant & from sales of tobacco. It is true that much of my other stock was composed of articles on which the profit was greater than the heavy lines of groceries would give.

2nd q You have been asked in your cross examination about the profit at this place, what would be the profit on a gallon of whiskey costing \$2.00 per gallon and sold at 10 cents a drink?

2nd a There would be a profit of \$3.00 a gallon after all expenses have deducted.

3rd q What is the profit on a gallon of whiskey at your restaurant costing 75 cents?

3rd a I have turned out \$3.00 profit on a gallon at my restaurant. The profit on tobacco about 40 or 50¢.

And further this Deponent saith not.

Signed Julius Sherrick

E. H. Causey, being duly sworn dep~~ose~~
and says as follows:

1st Q State your name, age, residence &
occupation?

1st A E. H. Causey; age, 49 years, residence
Suffolk; occupation, attorney.

2nd Q State what you know relative
to the sale from Pierce W Sherrick
of stock of goods on Feb'y 10th, 1886

2nd A Pierce W Sherrick had several conversations
with me about his business prior
to the 10th of February 1886 and on
February Court day the 8th, in the
evening he spoke to me about
selling his stock of goods in no 10
and on the 10th Feb'y in the evening
he told me that he had concluded
to sell to Sherrick and asked me
to prepare a bill of sale to that
effect. I asked him if he owed any
money on that stock of goods
he said he did but not very
much and that the most of the
money he owed was for goods
on the store which M. H. & J. L. Smith

were then occupying. I told him
he ought to secure his creditors
with his personal assets if they
were not sufficient to give a lien
on some of his real estate. He
made an estimate of his personal
assets including the stock of goods
in No 10 & I then said to him, you
have ample means in my opinion
to pay all ~~the~~ your debts without
touching your real estate and have
a surplus left. He then said he would
sell his stock of goods to Sherrick. He
went for Sherrick & brought him in the
office and they agreed on the terms in
my presence as to the ^{time of} payment of these
notes. I drew the bill of sale & then the
notes. Sherrick signed the notes & handed
them to Pierce & he endorsed the notes
& handed them to me & told Sherrick
when the notes came due that I
as trustee would collect them. Pierce
then signed a deed of trust which I had prepared
a copy of which is filed with the papers ^{concerning}
all his personal assets & the assets set forth
in the deed, and these notes together with
other securities have been in my hands ever
since as trustee.

But for these injunction proceedings a large sum of money would have been realized for distribution. As to the I am fully satisfied that on the part of Julius Sherrick there was no fraud either ~~as~~ intended or committed with regard to the sale of the stock of goods. Pierce wanted him to agree to pay \$2000 for the stock of goods and fixture which he refused to do because after a careful estimate he thought \$1500 was a large price. But for getting the stock on credit he would not have paid that. And the inventory taken early in March fully confirms the accuracy with which this estimate was made. I know that this store is the best stand for the bar and restaurant at that end of the town. The trade on Coast days being very heavy.

This statement is excepted to as being in a large part irrelevant intending to explain the terms of a written contract.

Cross Examination by Counsel
for Complainants. —

1st Q Do you know anything
of what occurred between Pierce
if Sherrick prior to the interview
above related?

1st A I do not.
And further this deponent said not.

Signed
C. H. Causey

Virginia:—

County of Nausemond, to wit:—

I Lee Britt, a Notary Public for the
County of Nausemond in the State
do certify that the foregoing depositions
of C. H. Cassiter, Samuel P. Harden,
W. J. Cohoon, C. W. Wright, W. H. Cherry,
C. Jones, and Julius Sherrick
were duly taken, sworn to and
subscribed before me at the time
& place and for the place therein
mentioned.

Given under my hand this
1st day of May 1886.

Lee Britt
Notary Public

Notary's fee \$5.00

Haus & Aouhine & als

2 { Ches

M^{re} H Pierce & als

Depositions

Haas & Alouheim & als
vs $\frac{3}{3}$ In Chancery
Wm H. Pierce & als.

This cause came on to be heard this day, in vacation, ~~to be heard~~ upon the papers formerly read, and was argued by Counsel.

On Consideration whereof, by Consent of parties here Entered of record, the Court doth adjudge, order and decree, that the Deed made by Wm H. Pierce and Mary E. his wife to Wm S. Tebo, a copy of which is filed with the papers in this Cause as Exhibit "B", the said Deed bearing date the 12th day of January 1886, and the three Deeds made by Wm H. Pierce to Mary E. Pierce, his wife, copies of which are filed with the papers in the Cause, & marked "C", "D" & "E" and all bearing date on the 12th day of January 1886, be set aside and annulled as fraudulent and void, as against the Creditors of said Wm H. Pierce, and the property thereby conveyed be subjected to the payment of the debts due by said Wm H. Pierce. But if the said Wm H. Pierce, can, by a mortgage of the property thereby conveyed, realize sufficient funds, together with the sum of Fifty-five Hundred Dollars now on deposit in the Farmers

Bank of Hauserman, to the credit of the Court
in this Cause, to pay off and discharge the
debts named in the Bill of the Complain-
ants and the Petitions filed with the papers
in this Cause; or can by such mortgage
made for the benefit of his said creditors, ef-
fect with them a settlement of their demands,
together with the Costs of this Suit, authority
is hereby given ^{to said Wm. H. Pierce} to execute such mortgage.
And C. H. Causey, who is hereby appoint-
ed a Special Commissioner for the pur-
pose, is authorized to check upon the fund
of \$1500⁰⁰ now on deposit in the Farmers'
Bank of Hauserman, to the credit of the
Court in this Cause, paying therefrom first
the Costs of the Suit, including a fee of \$75⁰⁰
to W. J. Bohann, for services rendered in the
Sd^o known as No 10, under agreement
between the parties, said fee to be credited
with any sums heretofore paid thereon, and
then distribute the residue of said fund
among the Creditors, named in the Bill
and Petitions, pro rata; and said Special
Commissioner will make report to Court of
his proceedings hereunder.

Haus & Aonheim & als
vs $\frac{3}{3}$ Dr Chy.
Wm H. Pierce & als

In vacation - Sept 30th
1886 -

To be Entered.

To Clerk of Circuit Court
of Hausen and County.

Geo. B. Low,

We consent to this Decree.

Rob. H. Prentiss Counsel
for ~~some~~ petitioners. -

St. H. Canby atty
for W. H. Pierce

Entered chancery order
Book # 2 page 89.

Haus & Anshelm & als

vs. } In Chancery -

Wm H. Pierce & als,

In the Circuit Court of Hausmann
County, in vacation. The 4th day of June 1886.

This cause
came on this day to be heard upon the papers formerly
read, & upon the notice given and filed in the papers, and
was argued by counsel.

On consideration whereof, it ap-
pearing to the Court that Julius Sheick, in pursuance
of the order made herein, in vacation, on the 6th day of May
1886, has deposited, in the Farmers' Bank of Hausmann,
the sum of \$1500⁰⁰, to the credit of the Court in this cause,
the Court doth adjudge, order and decree that one of the
Commissioners of this Court do take, state and report to
Court an account of the debts due by Wm H. Pierce, and
their dignity and priority under the proceedings in
this cause.

And the said Commissioners will also report the value
of the Real Estate conveyed by Wm H. Pierce, as shown
by Exhibits filed with the Complainants' Bill, and all
liens and incumbrances thereon, with their dates,
dignity & priority.

Haas & Anouheim & als.

r

Wm H. Pierce & als.

In execution the 4th day of
June 1886 -

Deere for accounts.

To be entered.

Yes Blood?

To the Clerk of the Circuit
Court of Harrison Co.

Yes Blood.

Entered Chas. H. Baskin
J. J. 85-6

In Vacation: In the Circuit Court of
Hansemond County:

Haas & Cronheim &c

^{N.}
Wm H. Pierce &c.

This cause came on this day
to be heard upon the complainants
bill and exhibits filed therewith, upon
the answers of the defendants Julius
Hurrick, Wm H. Pierce and C. M. Causey
Trustee and exhibits filed therewith, upon
the petitions of J. R. Cook & Co, Robert
Porter & Brewing Co, Williams Bros, J. M.
Seldner, D. M. Todd Jr. & Co, J. E. Mahoney,
J. B. Jeffress & Co, Watters & Martin, James
R. Baker, A. S. Eley, R. M. Jones & Co, McSpaul
Gunn & Co, Darden & Eley, J. A. Bigbie & Co,
Mayer, Straus & Co, Mayer, Sons & Co,
R. L. Brewer & Son, Alfred C. Gibson,
Sichel, Kellen & Co, Robert Hough Sons,
J. R. Shields & Co, and N. F. Young;
upon depositions filed by the complainants
and defendants, and upon the notice
of the defendants of a motion to dissolve
the injunction heretofore awarded in
this cause and was argued by
counsel.

On consideration whereof the

Court doth refuse to dissolve the said injunction and doth continue the same to the hearing of the cause. -

But the Court by consent of parties by counsel doth adjudge, order and decree that if the defendant Julius Sherrick shall within five days from this date ~~pay~~ ^{deposit} in cash to the credit of this cause ~~to some~~ in The Farmers Bank of Hansemond a sum which with the fund now on deposit in the said Bank to the credit of this cause will amount to \$1500. - subject to the future order of the Court then the said Julius Sherrick may take control of the stock of goods in the Store No. 10 in the bill described and as to him the said injunction shall cease. - And all other questions involved in the cause are adjourned. -

To the Clerk of the
Circuit Court of
Hansemond County:

Georg: Blow,

Nass & Greenleaf & Co

Vacation
Decree.

Wm L Pierce & Co

Robt R. Proutis,
for complainants

Come to Court May 12th
1856 -

Entered O.B. Sw 2 p 55

In the Clerk's Office of the
Circuit Court of Nausemond
County on Thursday the 10th day
of June A.D. 1886, the following
Decree pronounced on the 4th:
day of June A.D. 1886, in the following
cause has been by George Blow
Esquire ordered to be entered in
vacation to wit:

Hoas & Aronheim v.als. Plaintiffs.
against } In Chancery
Wm H. Pierce & als. Defendants.

In the Circuit Court of Nausemond County, in vacation the 4th:
day of June 1886.

This cause came
on this day to be heard upon the
papers formerly read & upon the
notice given and filed in the
papers, and was argued by counsel.

On consideration whereof
it appearing to the Court that Julius
Sherick in pursuance of the order
made herein, in vacation, on the
6th: day of May 1886, has deposited, in
The Farmers' Bank of Nausemond
the sum of \$1500⁰⁰, to the credit of the
Court in this cause, the Court
doth adjudge, order and decree that
one of the Commissioners of this Court
do take, state and report to Court
an account of the debts due by

Wm. H. Pierce and their dignity and
priority under the proceedings in
this cause.

And the said Commissioner will
also report the value of the Real
Estate conveyed by Wm. H. Pierce as
shown by Exhibits filed with the
Complainants' Bill, and all liens
and incumbrances, ^{thereon} with their
nature, dignity & priority.

A copy

Teste:

Peter B. Peunt's. Clerk

Haas & Anonheim & al.

vs. } In Chy.

Wm. H. Pierce & al.

Wilbur J. Kilby
Covr's fee \$5.⁰⁰

Haas & Gronheim vs -

Plffs

W. H. Pierce vs In Chancery

Defts.

To the Hon Senge Blaw, Judge of the
Circuit Court of Hannibal County

The undersigned, Commissioner, appointed
by decree of this Court on the 30th day of
September 1886, in vacation, respectfully
represents to the Court that he has fully
paid off and discharged all the debts
of William H. Pierce named in the
Bill and petitions filed in the Court
of Haas & Gronheim vs Pierce, as the
accompanying voucher will show. Said
voucher being paid checks of said Commissioner
drawn in favor of the Principals, or receipts
of Attorneys representing plaintiffs in the
Bill or by petition.

Respectfully Submitted

1886, Dec. 24th

Chas. A. Conway Comm

Haa, & Awakee in see
re

Wt Pierce see

Report of Commr

independently of the fund in the Farmers' Bank of Kansas.
* Or, with the fund in the Bank of Kansas.
moved to the Credit of the Court in this cause.
until the further order of this Court.

Haas & Mountain & als

vs

Mrs H. Pierce & als

On the motion of the
Plaintiffs, an injunction is awarded them
according to the prayer of their Bill, enjoin-
ing and restraining the said Julius Sherick,
Mrs H. Pierce and C. H. Causey Trustee, their agents
attorneys & all other parties, from selling, dis-
posing of or removing the stock of goods, or
any part thereof from the store on Main Street
Suffolk known as No 10, lately occupied by
Mrs H. Pierce*, and application having been
made for a Receiver, to take charge of and
sell the said stock, the Court doth further ad-
judge order & decree that this cause be con-
tinued for further hearing upon that ap-
plication, until the 11th day of March 1886
when said application will be heard & con-
sidered, & notice of the same shall be giv-
en to all the parties interested therein.

But the Order awarding this injunction shall
not take effect, until the Plaintiffs or some
one for them shall come into a bond before
the Clerk of the Circuit Court of Kansas in
County, with security approved by him, in a
penalty of \$2000 & conditioned to pay
all such costs and damages as may be
awarded against them by reason of

Haus & Arthur & als

in } In chamber

Mrs. H. Pierce & als

Rejunction

In location

Mar. 5th 1886

To the Clerk of the
Circuit Court for the
County of Hamilton.

Enter this

Geo. Brown.

Entered ^{Chy} Order Book
No. 1 Page 114

Granting this Rejunction

Know all men by these pres-
ents, that we, D. Bronheim, B.
E. Orendorfer, R. H. Barrett, N. Bea-
man and S. Hamburger, C. H. Wil-
liams and S. W. Seldner,
have made, constituted and
appointed and by these presents
do make, constitute and appoint,
J. D. Wright our true and lawful
attorney for us and in our name
to make, sign, execute and ack-
nowledge, before the clerk of the
Circuit Court of Nassau and
County, a bond in the penalty
of three thousand dollars as
required by order of Hon. George
Blow, judge of said Court, made
this day in the suit of D. Bronheim +
als against Wm. D.
Pierce + als. hereby ratifying
and confirming all lawful
acts done by our said attorney
by virtue hereof.

Witness our hands and seals,
this 15th day of ~~February~~^{March} in the
year 1886.

A. Frohling	Seal
B. E. Orendorfer	Seal
R. H. Barrett	Seal
N. Beaman	Seal
S. Hamburger	Seal
C. H. Williams	Seal
S. W. Seldner	Seal

Corporation of the City of Norfolk,
to-wit:

I, A. B. Selover, a Notary Public for the Corporation aforesaid in the State of Virginia, do certify that A. Bronheim, B. E. Oberdorfer, G. B. Barrett, N. Brauman, and ^{G. B. Williams and S. W. Selover} S. Damburger, whose names are signed to the writing above bearing date the 16th day of February in the year 1886, have acknowledged the same before me in my Corporation aforesaid.

Given under my hand this
5th day of ~~February~~ March, in the year
1886.

A. B. Selover,
Notary Public

11. Monks' Hall

To 3 Pow: 11th

J H Wright

March 6th 1886
Filed

John H. Wright Esq - Atty in fact &c for
Haas &c

You are hereby notified that on the
28th day of April, 1846, we shall move the
Hon. George Blow, Judge of the Circuit
Court for Hammond County to dissolve the
injunction awarded in the case of Haas,
Arnhelm &c against Wm A. Pierce &c
on the 5th day of March, 1846, restraining
the sale of the stock of goods in the store
known as No 10 - situated in the town
of Suffolk opposite the clerk's office

Respectfully

Wm A. Pierce

Julius Shemich

Attorneys

By C. H. Allen

Excessed copy of the weather deli-
vered to J. H. Wright

R. L. Lyman D. J.

Apr 15th 86

~~Dear Sir~~
Paris
Notice to discontinue
injunction

Know all men by these presents, that we, A. Aonheim, B. E. Oberndorfer, G. H. Barrett, W. Beamon, S. Hamburger, C. H. Williams & J. H. Seldner are held and firmly bound unto Wm H. Pierce & Mary E. Pierce his wife, Julius Sherick, Wm S. Tebo, an infant under the age of twenty one years, W. H. McAngus & C. K. Lassiter, partners trading under the name of McAngus & Lassiter, & C. H. Cursey Junior, in the sum of three thousand dollars, to the payment whereof well and truly to be made to them, we bind ourselves and each of us, our and each of our heirs, Executors and administrators, jointly and severally firmly by these presents, and we hereby waive the benefit of our Homestead Exemption as to this obligation. Sealed with our Seals and dated this 6th day of March 1886.

The Condition of the above obligation is such that whereas M. Haas & A. Aonheim, partners in trade under the name of Haas & Aonheim, B. E. Oberndorfer, trading as Oberndorfer Co., G. H. Barrett & R. H. Barrett, partners in trade under the name of G. & R. Barrett, J. B. Riddick, A. Brinkley & W. Beamon, partners in trade under the name of Riddick, Brinkley Co., J. A. Williams, trading as J. A. Williams Co., H. G. Williams, trading as H. G. Williams Co., S. Hamburger & H. Hamburger, partners trading under the name of Hamburger Bros., & B. D. Booth, trading as B. D. Booth Co., Complainants, over their Bill in Chancery against the said Wm H. Pierce & Mary E. Pierce his wife, Julius Sherick, Wm S. Tebo, an

r B. E. Oberdorfer (Seal)

r Geo. H. Dautt (Seal)

r H. Beamon (Seal)

r S. Hamburger (Seal)

r C. H. Williams (Seal)

J. W. Feldner (Seal)

All signing by Geo. H. Wright
their Attorney in fact,

Executed and acknowledged

before me, the day and date

above

Peter B. Prentiss

Clerk of the Circuit Court of Hanson and County, Virginia

Haas & Auerheim & als

r } Injunction Bond

Wm H. Pierce & als

1886.
March 6th Executed & filed

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *William H. Pierce and Mary E. Pierce, his wife, Julius Shewick, Wm. S. Tebo, as infants; W. N. McRuge & C. K. Lapsley, as partners, trading under the name of McRuge & Lapsley, and as individuals and C. H. Causey, 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 *April* next to answer a

Bill in Chancery, exhibited against *them* in the said Court by *M. Haas & A. Menheim, partners, trading under the name of Haas & Menheim; B. E. Obendorfer, trading as Obendorfer & Co; G. H. Bennett & R. H. Bennett, partners in trade under the name of G. & R. Bennett; J. B. Reddick, a Bricklayer and N. Beaman, partners in trade under the name of Reddick, Bricklay & Co; J. A. Williams, trading as J. A. Williams & Co; H. G. Williams, trading as H. G. Williams & Co; S. Hamburger & H. Hamburger, partners, trading under the name of Hamburger Bros; B. D. Booth, trading as B. D. Booth & Co;*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *6th* day of *March* 188*6*, in the *110th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

On the 6th: day of March, 1886, I executed this process, & delivering
to William H. Pierce, Julius Sherrick and C. H. Canby, each,
a copy hereof — and on the 8th: day of March, 1886, I fur-
ther executed the same, & delivering to Mary E. Pierce (the wife of
William H. Pierce), W. H. McAnge and C. K. Lapsley, each, a
copy of the same.

J. J. Rawlsey, for
John L. Fitzgerald, Sff.

Under the seal:

1 Wright p. 9
Hans & Abraham Ho.

25th Samuel in Chy. &c
William H. Pierce & al.
To April Rules, 1886.

Pro. D. No. 1.
Cir. Co.

4
Memo: The Defendants, Julius Sherrick, Wm. H. Pierce and C. H. Canby,
Trustee, their agents, attorneys and all other parties, are hereby
enjoined and restrained from selling, disposing of or removing
the stock & goods or any part thereof, from the store or premises
situated in Safford, known as No. 10, lately occupied by Wm. H.
Pierce, or interfering with the found in this case, until the
Mandamus to the Credit of the Court in this case, until the
further order of the Circuit Court of Madison and County, Oregon.
Teste:
John B. Smith, Clerk.

Virginia:

At Rules, in the Clerk's Office of the
Circuit Court of Hanover County,
on Monday, the 5th day of April, 1886.

M. Haas & Menckin, Partners, trading under
the name of Haas & Menckin, &c. Plaintiffs

Against & In Chancery
William H. Peice and Mary E. Peice
his wife, Julius Sherick &c. Defendants.

On the Motion of the Complainants, by Counsel, Peter
B. Peckles, is appointed guardian ad litem, to the infant
defendant, Wm. S. Peckles, to defend him, in this suit; and
it is ordered, that notice be given the said guardian of
his appointment, by serving on him a copy of this order.
Teste:

Peter B. Peckles, Clerk.

1886. April 5th. I acknowledge service of the foregoing order
and that I have received a copy thereof.

Peter B. Peckles
Jdms. S. Peckles

Haas & Claraheim Lab:

²⁵ } Order aptly: go: no item

William H. Pierce Lab's

To C. H. Carsey, Attorney for Wm H. Pierce,
and others:

Take notice that on Tuesday the
first day of June 1886, we shall apply to
Hon Geo Blaw, Judge of the Circuit Court of
Harrison and County, in vacation, for an order,
in the Chancery Cause, pending and undeter-
mined in the said Circuit Court of Harse-
mond County, between Haas & Aouheine
& others, Plaintiffs and Wm H. Pierce & others
Defendants, to take an account of liens on
the Real Estate conveyed by said Wm H. Pierce
to Willie S. Tebo and Mary E. Pierce, and for
sale of the said Real Estate, also an account
of debts due by Wm H. Pierce, with their pri-
orities.

Haas & Aouheine & als. Pltffs
By Geo H. Wright atty.

May 18th 1886.

I do hereby certify that I delivered a copy
of the within notice to Ch. Currey, attorney
on the 18th day of May 1886.

W J Wright

Subscribed & sworn to before me this 27th day
of May 1886

Jno. H. Wright N.P.

Ant Brnt Ford	\$ 554.77
Back Tate - Col	1.50
William Parks Col	5.00
Harry Drew Col	.62
Elbert Johnson Col	.62
Mrs A M Marshall	5.55
Alfred Jordan Col	2.07
Sam. O. Phelps	275
J W Tunley	70
W. J. Reil Col	75
Bill Davis Col Fair brand	2.75
Hettie Jordan Col	2.24
Charlie Bunkley Col	80
Jim Hardy Col	1.96
Frank Upshum Col	55
Joe Miles Col	45
Lesse James	80

Moses Randle	\$ 583.88
J. T. Cox note	1.30
Gay, M. F. L. Orders	16.92
A. H. Ashburn order	16.00
John Nelson note	5.00
E. B. Brnt note	10.00
Mrs Wiggins note	12.00
Alfred Jordan note	28.00
A. H. Ashburn note	4.10
Geo W Dean note	15.00
John Butler note	.565
Geo Vann note	18.48
	25.40

	\$ 741.73
Ed Smith note & account	15.25
Geo Tarrent	30.39
Charles Cowling	43.33
Henry Brown	6.07
Harry Dale	15.00
Wilson Roberts	192.19
Patrick Pierce	69.70

Tom Holland note	\$ 1113.63
Jim Jackson note	43.00
Stephen M Pierce note	42.00
Julius Crumpler notes	86.00
Larry Pierce note	48.00
	47.00

\$ 137.963

15.00
24.65
12.00
3.00
54.65

$$\begin{array}{r}
 152.14 \\
 1.00 \\
 \hline
 153.14 \\
 15.00 \\
 \hline
 246.14 \\
 150.00 \\
 \hline
 246.14
 \end{array}$$

$$\begin{array}{r}
 10 \\
 50 \\
 \hline
 60 \\
 30 \overline{) 180} \\
 \underline{60} \\
 120 \\
 \underline{120} \\
 0
 \end{array}$$

Memorandum of Bill that ^{have} Cause	
Bryant Siess	\$1.75
E. Tattersall	42.09
A. Register	18.71
John A James	56.29
Parker Hawkins	3.65
C. B. Lyon Estate	3.45
Merical Sun & Co	4.39
W. R. McAnay	29.33
John T Butler	.45
Parker Mitchell	5.75
Mary Edwards col	1.22
Schr James, E. King Josh	10.33
Geo T Rawls	50.00
Germany Edwards col	227.41 6.72
Harrison Roberts col	2.47
W. A. Johnson	1.10
Jim Smith col	4.06
T M B Johnson	5.69
Sloop Uncle Jeff at Sleepy Hall	12.22
A. W. Turner	1.55
Geo Brown - Col	1.70
Nat Reid - "	4.09
Arkie Miller - "	2.75
Josh Douglas - "	82.8
Evans Briggs	1.30
Capt Kit Thompson	1.50
Jessie Hadgus	30
James E Jackson	51.73 2.55
Babe Watters	4.00
D. R. Lassiter	1.43
Wm Mblut	4.36
F. W. Hyser	8.47
John Holder	1.85
Masuo Randle col	1.34

Fred Nelson	—	.85
Jack Lynne Col	—	96
Capt Walker	— — —	1.20
John Reed	—	.90
Wm Cansoy for C.H. Cansoy		16.50
Dr P B Baker	— — —	23.06
James & Raynor	—	58.33
Owen Pinner	—	125.80 5.83
Sam Johnson Col		130
C. T. Muntan	—	245
A. E. Wilroy	—	100
Bud Smith	—	53
Sloop Haze master Bud Smith		2.917
Sloop Ida	—	5.14
E. F. Willock	— — —	45
Rob Waters Col	—	3.38
R. P. Bartlett	— — —	8.58
H. K. Darden	—	50
Dick Holland Col	—	7.09
John Crut Col		353
Geo Vann Col	— 6897	608
Sam Thompson	—	471
Geo Walls	— —	45
Julia Jordan Col	—	80
Frank Cross	—	319
Geo Saunders	—	365
Sam Bell Col	—	462
Dick Darden Col	—	360
Sam Holland	—	1414
Wakefield Branch Col		26.37
Dennis Fields	— Col	428
Sam Bailey	— Col	897

An Inventory of Stock of Goods Sold by W.H. Purcell

1886	To.. Julius Sherricks					
mech	6	2 Cans Beef	28 lbs	14¢	\$ 3.92	
"	"	2 1/2 buckets in meat	45 lbs	8"	3.60	
"	"	6 "	Preserves	48 "	10"	4.80
"	"	75 lbs	animal Crackers	8"	6.00	
"	"	17 "	Dates	7 "	1.19	
		15 "	Raisins	12"	1.80	
		3 "	Oranges	7 "	.21	
		20 "	Mix Candy	8 "	1.60	
		2	Tubs	50"	1.00	
		1	Willer Basket	15"	15	
		16	Zinc wash boards	1/-	2.67	
		18	wood " "	8"	1.44	
		766	Bars Soap	1 1/2¢	11.49	
		33	" "	3 1/2	1.15	
		32	" " Ivory	250	80.00	
		14	" L B Powders 1/2 lbs	360	50.40	
		55	day " " " Small	33¢	18.50	
		456	bottles P " 1/2 lbs	7 1/2	34.20	
		147	" " " 2 nd Size	5¢	7.55	
		143	" " " Small	3	4.29	
		26	bottles R " "	6	1.56	
		25	" " " Large	8	2.00	
		400	Paper Shells	50	2.00	
		4	lbs Cotton Twine	40	3.60	
		50	fishing Line	2 1/2	1.25	
		6	pro Claw Lines	15	.90	
		175	lbs Shot	7¢	12.25	
		8	Shippers	8¢	.64	
		10 1/2	day Blousing	36	3.78	
		3	Lathing Hatchets	45	1.35	

364.09

1222

To	Ant brot up		264 09
6	3 Day Bluing	67	,18
"	1 " Spoon bluing	307	,30
"	1 Lot Lamp Vicks	75	,25
"	1 1/2 Day Stove Polish	31	,54
1 1/2	" Jamaica Ginger 35	420	6,30
16	bottles Pain Killer	15	2,40
2	Day Ess Lemon	50	1,00
19	bottles Sandrum	70	1,33
18	" Paregoric	57	,90
9	" Turpe Liment	15	1,35
6	" Jamaica Ginger	15	,90
10	" Sweet Oil	57	,50
4	" Castor "	57	,20
12	" Ess Saffronum	47	,48
2	Pad Locks	177	,34
11	" "	87	88
8	" "	12 1/2	1,00
6	Bottles Shoe Polish	4	,24
45	Cakes T.B. Soap	3	1,35
34	" " " "	4	1,36
2	Day Little "	48	,96
31	Cakes Olive Toilet Soap	6	1,86
10	" Castile Soap	4	,40
74	boxes Toilet "	5	3,70
30	" Mustard	5	1,50
28	" Large Blacking	4	1,12
63	" Small "	1 1/2	,94
108	" Coffee Ess	1 1/2	1,62
131	Boxes Rockat Salt	2	2,62
68	boxes Dye	5	3,40
1	Lot Lamp Chimneys	2	1,00

305.51

1886	Ant brot up			3.05.51
mech 6	100 lbs	Cod fish	34	3.00
	220	" Shoulder bacon	4 1/2	9.90
	175	" bulk Pork	5 1/2	9.63
	7	Chambers	22	1.54
	8	Isroe matches	65	5.25
	9	Cedar Hoop buckets	25	2.25
	33	Buckets	10	3.30
	1	Lat burners - -	1.00	1.00
	12 1/2	bbls flour	4.15	51.87
	9 1/2	" "	5.15	48.93
	14	Bns Meal	51	7.14
	10	lbs Lard	74	.70
	20	" Butter	16	3.20
	7	" Tea	50	3.50
	100	" Candy in window	15	15.00
	17	glass jellies -	3	.51
	Vases & cups & Sanseus		3.00	3.00
	11	Under Shirts	65	7.15
	10	" "	40	4.00
	6	pro Mitts	10	.60
	8	Dress Shirts	40	3.20
	10	" " Neighu	45	4.50
	7	wool "	75	6.75
	10	pro Bio Grall Drames	35	3.00
	10	wool Shirts	75	7.50
	10	Under "	33	3.30
	12	" "	30	3.60
	10	" "	33 1/2	3.33
	1	pr -	1.20	1.20
	8	Day Childs Hose	1.00	1.00
	13	Shirts on Shelf	20	2.60
	5	white Shirts	18	.90
	3	pro C. F. Drames	50	1.50
	3	" Jeans "	35	1.05
	25	" " "	20	5.00
				535.41

no 4

mch 6

Ant boot up			535.40
18	pro Hunts Horse	16 $\frac{2}{3}$	3.00
16	" " "	20	3.20
23	" " "	6	1.38
9	" Ladies "	6	.54
2	Towels -	6	1.2
20	" "	5	1.00
6	pro Suspenders	10	.60
10	" "	12	1.20
7	" "	15	1.05
8	" "	12 $\frac{1}{2}$	1.00
20	HDKfs	4	.80
1	Lat Fancy HDKfs	2.00	2.00
10	pro Hunts Horse	22 $\frac{1}{2}$	2.25
10	" " "	1 $\frac{1}{2}$	1.67
20	para Books	2	.40
1/2	Para note Paper	50	.50
500	Envelopes	125	1.25
41	Under Shirts	30	12.30
5	pro overalls Bro	65	3.25
6	" " " blue	30	1.80
8	" " " Bro	45	3.60
18	" " " "	42	7.56
6	" " " blue	33 $\frac{1}{2}$	2.00
22	Package oat meal	10	2.20
30	Cans Tomatoes	6	1.80
21	" "	8	1.68
14	bottles wooster Sauce	6	.84
20	" Ground Pepper	6	1.20
30	Cans Peaches	9	2.70
10	" "	7	.70
20	" Boston beans	12	2.40
24	bottles wooster Sauce	6	1.44
19	boxes Ground Pepper	1 $\frac{1}{2}$	.28
23	bottles Chowchow	18	4.14

607.26

no 3

1886

mch 6

Ant brot up			607.26
8	Cans	Crabs	20 1.60
32	"	Trick	1/2 5.33
20	"	Salmon	14 2.80
28	"	Lobsters	14 3.92
18	bottles	Pickles	11 2.25
16	"	OK "	8 1.28
26	lb	Cans beef	14 3.64
20	Cans	Sneekatash	8 1.60
27	botes	Sardines	7 1.89
35	bottles	Tomato Catsup	7 2.45
28	lbs	Coffee	14 3.92
50	"	Candy	8 4.00
20	"	Fancy Cakes	12 1/2 2.50
21 1/2	"	Deal in 6 S Tobacco	4.3 9.25
65	"	Old money "	18 11.70
37	"	Plug Tobacco	23 8.51
16	"	Twist "	23 3.68
20 1/2	"	Plug "	40 8.20
8	"	" "	30 2.40
4 1/4	"	" "	30 1.27
10	"	" "	30 3.00
16	"	" Isoddies	50 8.00
4	"	" Navy	30 1.20
20 1/2	"	" Twist	34 6.97
38	"	" "	25 5.50
10	"	" "	30 3.00
5	"	" "	25 1.25
252	"	" "	25 63.00
100	bales	Snuff	2 1/2 2.50
4	Dog	O, N, T Cotton	55 2.20
20	"	"	20 5.20
1	Lat	Snuff	25 .25
1	"	Tacks	125 1.25
14	lbs	Spice	18 2.52
4	"	Pepper	18 72

800.01

no 6

mch 6

Ant Brot up

\$ 800.01

2 lb	Clavus	18	36
3 "	Alum	5	.15
3 "	Salt Peter	7	21
1 "	runny	50	.50
6 "	Snuff	40	2.40
3 "	Tea	32	96
2 1/2 "	"	32	80
238 1/2	pt Glass Whisky	12 1/2	29.75
210	" " "	25	52.50
122	Stb " "	50	61.00
100	lbs Coffee	12 1/2	12.50
100	" "	8	8.00
50	" "	7	3.50
125	" "	8	10.00
25	" Sugar Cakes	8	2.00
75	" Soda Crackers	4 1/2	3.37
100	" Linzer Snaps	7	7.00
35	" Oyster Crackers	5	1.75
1	lot Crackery		12.50
3	Day Chip baskets	85	2.55
8	lbs Assorted nuts	11	.88
93	1/2 pt Glass	1 1/2	1.40
57	bottles Et beer	8	4.56
55	" Porter	15	8.25
6	" Calawda wine	25	1.50
5	" Pale Brandy	30	1.50
4	" St Julian Claret	30	1.20
	Bar Fixtures	15.80	15.50
23	Isalo Whiskey	140	32.20
14	" Rum	100	14.00
16	" Gin	100	16.00
13	" Whiskey	110	14.30
11	" Pure Spirits	150	16.50
20	" Brandy	150	30.00
			\$ 1169.60

No 7
 1886
 Mech 6
 " "

Ant Brot up		\$	1169.60
5	bars good lin	150	7.50
19	" whisky	175	33.25
5	" "	150	7.50
7	" Calamba wine	90	6.30
6	" B.B. wine	90	5.40
9	" Vinegar	18	1.62
9	" malt whisky	150	13.50
700	mash cigars	100	7.00
1100	rummie "	125	13.75
700	Beer Lynchburg	250	17.50
1	water Cooler	100	1.00
1	Safe	4500	45.00
1	Lat Bags & Paper	500	5.00
15	lbs ground Coffee	15	2.25
10	" Rice	4 1/2	1.45
1	Shoe Case & Container		6.00
1	" " " "		5.00
1	Chus Case		1.50
20	lbs Chus	10	2.00
34	Brooms	15	5.10
1	Cake Case		1.00
3	Bns Corn	50	1.50
1/2	bbt Herringe		1.50
40	lbs buck wheat	2 1/2	1.00
1/2	Bns Beans	40	40
5	" Black Peas	50	2.50
250	lbs rales	2 1/4	5.62
1	pr S Scales		3.50
1	" C "		2.50
1	" " "		1.50
1	" B "		2.00
1	" H "		1.50
1	Coffee Grinder		3.50
			13 84.24

no 8

1886

mch 6

Ant Bot Up

8	Hanging Lamps	100	8.00
6	lbs Powder	25	1.50
3	Tables	50	1.50
1	See Bot		2.00
11	Chairs	25	2.75
2	Desks	50	1.00
1	Bot Art Mirror		.50
1	Oil Stand		4.50

\$13 84.24

\$14 05.99

\$1310⁴⁷

Recd of C. H. Causey Comr? This time hundred & ten $\frac{47}{100}$ dollars, in full of claims against W. H. Pierce, represented by me in Suit of Huas & Monheim vs W. H. Pierce, in Circuit Court of Hammond Co.

Also Seventeen $\frac{34}{100}$, balance due Wm J. Colborn on Sum allowed him by order of the Court for services rendered in store.

Geo. N. Midget atty

Oct 20th 1886

Int. 58.46

1310. 67

1310. 27

10 509 40

13 57 92
54 22 20

13 64 46

13 94 17

" 56 75

" 117 83

" 28 53

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *Wm H Peirce and Mary E Peirce, his wife Julius Sherrick Wm S Tebo, an infant under the age of Twenty one years. W R McAngus and C R Lapiter, partners, trading under the name of McAngus and Lapiter*

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

Bill in Chancery, exhibited against *them*
in the said Court by *M Naas and A Grunheime partners, trading under the name of Naas & Grunheime, B E Obendorfer, trading as Obendorfer & Co. G H Barrett and R H Barrett, partners in trade, under the name of G & R Barrett, J B Reddick A. Brinkley and Nathl Beamon, partners in trade, under the name of Reddick, Brinkley & Co. J A Williams, trading under the name of J A Williams & Co. H G Williams trading under the name of H G Williams & Co. I Hamberger. — Hamberger partners trading under the name. The name of Hamberger Bros. and B D Borth trading as B D Borth & Co.*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *17th* day of *February*. 188*6*, in the *110th* year of the Commonwealth.

Teste:

Peter B. Prentis Clerk.

Memo: The Defendant Wm H Pierce and Julius Sherrick their Agents or Attorneys
are hereby restrained from further selling or disposing of the stock of
goods in the store lately occupied by said Wm H Pierce, known as No 10.
or removing any part of said goods from said store until the further
order of the Circuit Court of Mansfield County Va.

Teste:

Peter B. Prentiss Clerk

Copy for,
Julius Sherrick

Haas & Drunken
W
W. H. Pierce
Petition of
Robert H. H. H.
Holtz

Lee Mott
Schl
13
1902

Recd. of C. H. Leamy Commr the sum of
Sixty-four and $\frac{40}{100}$ dollars in full of claim
of A. L. Gibson vs W. H. Pierce
2d Me. Octo. 20.

Maria Briggs
att. for.

H. L. Gibson

Vouchers - showing
payment of W. H. Pire's
debt by C. H. Canby
Comm

No.

Suffolk, Va., Nov. 1st

1886.

Farmers Bank of Nansmond

Pay to W. H. Jones Jr. Cash (in acct of S. Canich & Co. or order,
in full of L. H. Patten's acct

Fifty Seven

$\frac{66}{100}$

Dollars.

\$57 $\frac{66}{100}$

Chas. H. Hensley Comr

No. _____

The Farmers Bank of Nanssmond



Suffolk, Va. Octo-28 1886

Pay to the order of C. Hearsey in full of bond due by
to H. Price
One Hundred and fifteen Dollars

\$115⁰⁰/₁₀₀

Wm. Mann, 529 Market St. Philadelphia.

C. Hearsey, Commr

O'Hearney

Suffolk, Va Nov. 1st 1886

Pay to the order of R. P. Bagley \$60 in full of W. H. Pence's
Three hundred and eighty Dollars

Off Kausay Comm.

35

R. M. Bayly

FOR COLLECTION, FOR ACCOUNT,
NATIONAL EXCHANGE BANK,
BALTIMORE, MD.

J. Scott, CASHIER.

Pay *W. H. Jones Jr.*

CASHIER, OR ORDER, FOR COLLECTION,
CITIZENS BANK OF NORFOLK, VA.,
Walter H. Doyle, Cashier.

No.

The Farmers Bank of Nansmond.

Suffolk, Va.



1886

Pay to the order of Wiley Knight - Cash of W. H. Perry
Eleven $\frac{100}{100}$ Dollars

C. H. Causin Commr

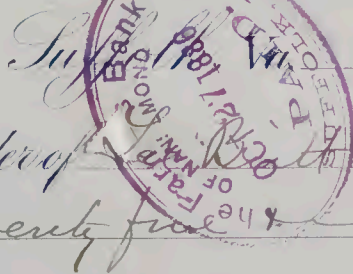


\$ 11.40

Wiley Knight

No.

The Farmers Bank of Nanssennund.



Oct 23 - 1886

Pay to the order of *John R. Smith*
Twenty five

Atty for J. H. Begbie & Co
63 Dollars

C. H. Hensley Comm

\$ 25 00

Wm. Maun, 329 Market St. Philadelphia.

Leo Britton
attorney

No.

The Farmers Bank of Nansermond.



Suffolk Co. October 25- 1886

Pay to the order of The Bank of Nansermond
at the order of W. H. Perkins
One Hundred + Seventeen + 83/100 Dollars

\$117.83

C. H. Caussey Commr.

Leo D. Pitt
Atty Gen

No.

The Farmers Bank of Nanserrund



Suffolk, Va. Oct. 23th 1886

Pay to the order of Lee Britt Atty for R. L. Brewer
in full of W. H. Pierce's note

Fifty Six

757
100 Dollars

\$56 73

C. H. Leasurey Commr

Lee Pratt
attys &c

R. H. Beaman & Son,

No.

The Farmers Bank of Nausenund.



\$94¹¹/₁₀₀

1900 Main 429 Market St. Philadelphia.

To the order of Oct 25th 1886

Pay to the order of Geo. B. Smith for Balance of
in favor of the Farmers Bank of Nausenund
Niney-four 11/₁₀₀ Dollars

G. A. Leasurey Commr

Lee Pratt
att'y &c

46.

The Farmers Bank of Nanssennund.



Suffolk, Va. October 20th 1886

Pay to the order of Merrill Briggs, Acty for A. C. Gibson in
full of acct. W. C. & Pierce
Sixty-four and $\frac{40}{100}$ Dollars

\$ 64 $\frac{40}{100}$

C. H. Causey Commr

Wm. Mann, 529 Market St. Philadelphia.

Minute Pri 998
all for
A.C. Gibson

No. _____

The Farmers Bank of Nansimond.



Suffolk, Va. Octo - 20 1886

Pay to the order of Wenitt Binger Atty for A.S. Eley in
favor of acct. for road money
Twenty - two 20/100 Dollars

Chas. A. Combs

\$22.00

Wm. Maun, 529 Market St. Philadelphia.

Merine Briggs ally
to A. S. Eley.

A. S. Eley

26.

The Farmers Bank of Nansmond.



Suffolk, Va. Oct. 20 1886

Pay to the order of Mariett Briggs acty for J. R. Baker
in full of acct no. 1411
Fifty Seven 00 92 Dollars

C. H. Greeney Commr

\$ 5792

Wm. Manly, 529 Market St., Philadelphia.

Meritt Briggs atty
for Jas. R. Baker

James R. Baker

"

No. _____

The Farmers Bank of Nansunmond.



Suffolk, Va. October 27th 1886

Pay to the order of R. R. Renteria

Five Hundred and nine + 49 Dollars

Wm. H. Hensley Commr.

\$ 509.40

Wm. Mann, 529 Market St. Philadelphia.

For deposit to my credit,
Rob. N. P. Curtis, Att'y.

No.

The Farmers Bank of Nansimond.



Suffolk, Va. October 20th 1886

Pay to the order of John H. Wright Acty for W. J. Colborn
on account of W. H. Pence
Seventeen and 34/100 Dollars

C. H. Causey Commr

\$17.34

Jno H. Wright
Atty & c

No.

The Farmers Bank of Nanserrund.



Suffolk, Va. October 20th 1886

Pay to the order of J. H. Coright - Atty for certain and
day of Oct. 1886 receipt -
Fifteen Hundred and ten and 47/100 Dollars

\$1310.47

C. H. Hensley Cashier

Geo H Wright
att'y &c

No. _____

The Farmers Bank of Nanssmond.



Suffolk, Va. Sept 25th 1886

Pay to the order of R. P. Bailey in full of claim of
W. H. Pierce
Nineteen and $\frac{60}{100}$ Dollars

\$19.60

C. H. Leasurey Commr.

Wm Maun, 529 Market St. Philadelphia.

W. P. Bayley Jr.

FOR COLLECTION, FOR ACCOUNT,
NATIONAL EXCHANGE BANK,
BALTIMORE; MD.

J. Scott, Cashier.

~~Pay *E. H. Hattun*~~

~~CASHIER, OR ORDER, FOR COLLECTION,
CITIZENS BANK OF NORFOLK, VA.,
Walter H. Doyle, Cashier.~~

Pay *W. H. Jones Jr.*

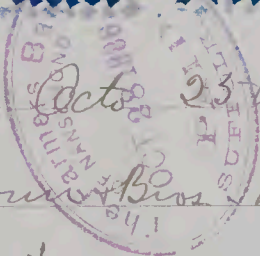
CASHIER, OR ORDER, FOR COLLECTION,
CITIZENS BANK OF NORFOLK, VA.,
Walter H. Doyle, Cashier.

No.

The Farmers Bank of Nansimond.



Suffolk, Va.



1886

Pay to the order of W. H. Brown & Bros. in full of claim etc.

W. A. Pure

Twenty-two +

30/100 Dollars

\$22.30

C. H. Leasurey Commr

Wm Brown & Co

Wm Brown & Co
Geo. March atty

COLLECT FOR
J. J. NICHOLSON

No.

The Farmers Bank of Nonesuch



Suffolk, Va. Oct. 25 1886

Pay to the order of L. Garrison & Co. in full of claim 25
W. H. Pierce
Thirty
and 16 Dollars

\$20.16

30 ¹⁶

C. H. Aulsebrook Commr

C. Carman Co

FOR COLLECTION,
FOR ACCOUNT OF
Drovers & Mechanics Nat. Bank,
OF BALTIMORE. MD.
J. D. WHEELER, Jr. Cashier.

CREDIT
FLANDERS NAT'L BANK,
RICHMOND, VA.
MANN S. QUARLES,
Cashier

No.

The Farmers Bank of Nansmond.



Suffolk, Va. Oct 27th 1886

Pay to the order of R. J. Mules on the full of claim to W. H.
Pearce nine and 26/100 Dollars

C. A. Keasey Commr

\$9.26

447

For Deposit With
Bank of Portsmouth,
TO THE CREDIT OF
R. T. Mules.

PAY TO ORDER OF
FARMERS BANK of Henricmond,
FOR ACCT. OF
BANK OF PORTSMOUTH, VA,

No.

The Farmers Bank of Nansunund.



Suffolk Va. Octo 27th 1886

Pay to the order of - Mr. J. Pearce in full of note due by Pearce & Co.
to do. Mr. Lawrence

Twenty five

+

50/
100

Dollars

C. H. Causey Commr.

\$25.50

Wm. Mann, 529 Market St. Philadelphia.

500

M. T. Primer

No.

The Farmers Bank of Nanssmond.



Suffolk, Va. Oct. 28th 1886

Pay to the order of R.R. Peetis Oct 28th 1886 S.T. Ellis Cashier.

Order enclosed for Pringye

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS KEPT IN THE OFFICE OF THE BANK OF NANSSEMOND, VIRGINIA.

Dollars

C. H. Causey Comm

\$50.00

Robt. Prentiss Atty. for
S. J. Ellis Trustee. —

For deposit to my
credit
Robt. Prentiss Atty.

No. _____

The Farmers Bank of Nanssennond



Suffolk, Va. Octo 27th 1886

Pay to the order of C. H. Hensley, Atty - in full of taxed costs
in case of H. Adair vs W. H. Purdie

Fifty three +

50/100 Dollars

C. H. Hensley Commr

\$53.60

Wm. Maun, 529 Market St. Philadelphia.

Chillicothe, Ohio

No.

The Farmers Bank of Nanssmond.



Suffolk, Va. October 29th 1886

Pay to the order of Edward L. Lister
Thirty-five

\$57 Dollars

C. H. Hensley
Cashier

\$35.00

G. J. Allinson

No.

The Farmers Bank of Nanscmond.



Suffolk, Va. October 29 1886

Pay to the order of James Reid & Co. in full of W. H. Pierce
a/c

Forty two and

52/100 Dollars

\$ 42 ⁵²/₁₀₀

Chas. W. Committ

James Reilly & Co

Pay W. H. Jones, Jr., Esq. Cash'r.

OR ORDER, FOR COLLECTION, FOR ACCOUNT OF

The Bank of Commerce,

NORFOLK, VA.,

W. S. Wilkinson, Cashier.

No.

The Farmers Bank of Nanserrund



Suffolk, Va. Oct. 29th 1886

Pay to the order of C. L. King a/c in full of acct
of C. L. King
Seventeen & 38/100 Dollars

\$ 17.38

C. H. Meunsey Comm^r

For Collection, Account of
Home Savings Bank,
NORFOLK, VA.
H. C. Percy, Cashier.

W. B. King Jr.

No.

The Farmers Bank of Nansmond.



Suffolk, Va. Oct. 29th 1886

Pay to the order of G. H. Dawes to the full of W. H. Reese
and

nine &

20 Dollars
100

\$ 9.20

C. H. Lawrence, Cashier

Wm. Main, 529 Market St. Philadelphia.

G. H. Daves

Pay W. H. Jones, Jr., Esq. Cash'r.
OR ORDER, FOR COLLECTION, FOR ACCOUNT OF
The Bank of Commerce,
NORFOLK, VA.,
W. S. Wilkinson, Cashier.

No.

The Farmers Bank of Nanserrund.



Suffolk, Va. Nov. 1st 1886

Pay to the order of W. H. Brown & Co in full of W. H. Pearce's acct
One 60 Dollars

\$ 100

Coffman, Comr

Wm H Brown & Co
Geo. Thacker & Co

Guaranteed
Performance

COLLECT FOR
J. J. NICHOLSON
- 7. 1875 -

No.

The Farmers Bank of Nansmond.



Suffolk,



Oct 25th 1886

Pay to the order of W. J. Gordon + (H. A. & Co. to Receive)

Five

Dollars

\$ 5.00

Chas. H. Murray Comr +

W. J. Kilby, Comr. T.

No. _____

The Farmers Bank of Nassau



Sup. Va. October 25 1886

Pay to the order of *John B. Hoff (Notary Public)* fees in
Twelve Dollars



\$13.00

C. H. Causey Corr.

Leo Dr. M.
Notary Public

10/10/10

15

10

No. 3 LEGAL

F.S. HASBROUCK & CO., SOLE MANUFACTURERS



\$ 25.50

Suffolk, Va.,

1881 / 1882 / June 23
Dec 22nd 1885

Signed by
W. B. Lawrence or order, negotiable and
payable at the Farmers Bank of Nansemond, Suffolk, Va. without offset,

Twenty five 50 Dollars,
100

for value received; and it is agreed upon by the parties that the interest on this Note
shall be payable in advance, and we, principal and endorsers, hereby waive the benefit
of our homestead exemption as to this debt.

CREDIT THE MAKER.

W. A. Pierce

W B Lawrence

J. Lawrence

Helena

Recd. of Ottheimsey Comm^t the sum of one
hundred and Eleven + $\frac{57}{100}$ dollars in full of
claim of Meyer, Shauer & Co vs W H Pierce
1886. Oct: 20th

Suit of Haco & Aouluin & als

vs J. L. Chis - Circuit Court of Massachusetts -

M^{rs} H. Pierce & als

To Mrs J. Colborn

Dr

To 12 weeks' Service at Stone @ \$10⁰⁰ \$ 120.00

\$ 120.00